

RESOLUTION NO. 22-URA08

BY THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF KETCHUM, IDAHO:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF KETCHUM, IDAHO, AUTHORIZING THE AGENCY TO ENTER INTO A CAPITAL IMPROVEMENT REIMBURSEMENT AGREEMENT WITH KETCHUM COMMUNITY DEVELOPMENT CORPORATION AND 4% BLUEBIRD HOUSING PARTNERS LLC; AUTHORIZING THE CHAIRMAN, VICE-CHAIR AND SECRETARY, RESPECTIVELY, TO EXECUTE AND ATTEST SAID CAPITAL IMPROVEMENT REIMBURSEMENT AGREEMENT SUBJECT TO CERTAIN CONDITIONS; AUTHORIZING THE CHAIR OR VICE-CHAIR AND SECRETARY TO EXECUTE ALL NECESSARY DOCUMENTS REQUIRED TO IMPLEMENT THE CAPITAL IMPROVEMENT REIMBURSEMENT AGREEMENT, AND TO MAKE ANY NECESSARY TECHNICAL CHANGES TO THE CAPITAL IMPROVEMENT REIMBURSEMENT AGREEMENT SUBJECT TO CERTAIN CONDITIONS, INCLUDING SUBSTANTIVE CHANGES; AND PROVIDING AN EFFECTIVE DATE.

THIS RESOLUTION, made on the date hereinafter set forth by the Urban Renewal Agency of Ketchum, Idaho, also known as the Ketchum Urban Renewal Agency, an independent public body, corporate and politic, authorized under the authority of the Idaho Urban Renewal Law of 1965, Chapter 20, Title 50, Idaho Code, as amended (hereinafter the "Law") and the Local Economic Development Act, Chapter 29, Title 50, Idaho Code, as amended (hereinafter the "Act"), a duly created and functioning urban renewal agency for Ketchum, Idaho, hereinafter referred to as the "Agency."

WHEREAS, the Agency is authorized to undertake and carry out urban renewal projects to eliminate, remedy, or prevent deteriorated or deteriorating areas through redevelopment, rehabilitation, or conservation, or any combination thereof, within its area of operation and is authorized to carry out such projects jointly with the City;

WHEREAS, the City Council, of the city of Ketchum (the "City"), by adoption of Ordinance No. 992 on November 15, 2006, duly adopted the Ketchum Urban Renewal Plan (the "2006 Plan") to be administered by the Agency;

WHEREAS, upon the approval of Ordinance No. 1077 adopted by the City Council on November 15, 2010, and deemed effective on November 24, 2010, the Agency began implementation of the Ketchum Urban Renewal Plan 2010 (the "2010 Plan");

WHEREAS, the 2010 Plan established the Revenue Allocation Area (the “Project Area”);

WHEREAS, the 2010 Plan identified improvement to sidewalks, streets, rights-of-way, pedestrian and bicycle access, crosswalks, and safety as important objectives of the 2010 Plan;

WHEREAS, the 2010 Plan and the Project Area terminate November 15, 2030, recognizing the Agency shall receive its allocation of revenues in 2031, pursuant to Idaho Code § 50-2903(7) (the “Termination Date”). Many of the proposed improvements identified in the 2010 Plan have not been completed and continue to suffer from certain deteriorating conditions;

WHEREAS, Ketchum Community Development Corporation (“KCDC”) and the city of Ketchum (“City”) entered into a seventy-five (75) year ground lease of City owned real property located at 480 East Avenue, Ketchum, Idaho 83353, (the “Site”) which is located within the 2010 Plan Project Area;

WHEREAS, KCDC anticipates subleasing the Site to 4% Bluebird Housing Partners LLC, (“Owner”) for redevelopment into a mixed-use project with street-level retail, parking, and affordable rental housing units in an energy-efficient building (the “Project”);

WHEREAS, as part of the Project, the Owner intends to install certain public infrastructure adjacent to the Site, which includes public sidewalks, curb and gutter improvements, wastewater and stormwater, and public landscaping, and is consistent with the objectives of the 2010 Plan. The Project will contribute to enhancing and revitalizing the Plan area;

WHEREAS, the Agency believes by providing financial contribution to KCDC to be used towards the public infrastructure of the Project, the Project will be enhanced and economically viable. This contribution complies with the Agency’s participation policy approved by the Agency Board at its meeting on July 17, 2017, and adopted by resolution (“Participation Policy”) and any amendments thereof;

WHEREAS, on July 20, 2020, the Agency approved by motion, funding of the public infrastructure improvements in the amount of Five Hundred Sixty-Four Thousand, Eight Hundred Sixty and 00/100 Dollars (\$564,860.00). On April 4, 2022, in response to growing construction costs and inflation, the Agency approved, in support of the tax credit application submitted by the Owner and subject to approval of the tax credit application and construction of the project, an increase of an additional Two Hundred Fifty-Five Thousand, Nine Hundred Fifty-Three and 00/100 Dollars (\$255,953.00), bringing the total contribution approved by the Agency to Eight Hundred Twenty Thousand, Eight Hundred Thirteen and 00/100 Dollars (\$820,813.00);

WHEREAS, this Capital Improvement Reimbursement Agreement defines the terms and conditions of Agency’s financial contribution to the public infrastructure improvements as The Agency deems it appropriate to reimburse KCDC for certain eligible public improvements as detailed in this Agreement to achieve the objectives set forth in the Plan and in accordance with Agency’s Participation Policy.

WHEREAS, Agency staff has reviewed the Capital Improvement Reimbursement Agreement

and recommends approval subject to certain conditions;

WHEREAS, the Board of Commissioners finds it in the best public interest to approve the Capital Improvement Reimbursement Agreement and to authorize the Chair or Vice-Chair to execute and attest the Capital Improvement Reimbursement Agreement, subject to certain conditions, and to execute all necessary documents to implement the transaction, subject to the conditions set forth below.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE BOARD OF COMMISSIONERS OF THE KETCHUM URBAN RENEWAL AGENCY OF THE CITY OF KETCHUM, IDAHO, AS FOLLOWS:

Section 1: That the above statements are true and correct.

Section 2: That the Capital Improvement Reimbursement Agreement, attached hereto as Exhibit A, is hereby incorporated herein and made a part hereof by reference and is hereby approved and accepted, recognizing technical changes or corrections which may be required prior to execution of the Capital Improvement Reimbursement Agreement.

Section 3: That the Chair or Vice-Chair and Secretary of the Agency are hereby authorized to sign and enter into the Capital Improvement Reimbursement Agreement and, further, are hereby authorized to execute all necessary documents required to implement the actions contemplated by the Capital Improvement Reimbursement Agreement subject to representations by the Agency staff and Agency legal counsel that all conditions precedent to and any necessary technical changes to the Capital Improvement Reimbursement Agreement or other documents are acceptable upon advice from the Agency's legal counsel that said changes are consistent with the provisions of the Capital Improvement Reimbursement Agreement and the comments and discussion received at the June 27, 2022, Agency Board meeting, including any substantive changes discussed and approved at that meeting.

Section 4: That this Resolution shall be in full force and effect immediately upon its adoption and approval.

PASSED by the Urban Renewal Agency of Ketchum, Idaho, on June 27, 2022. Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners, on June 27, 2022.

URBAN RENEWAL AGENCY OF KETCHUM

By 
Susan Scovell, Chair (CHAIR)

ATTEST

By

Secretary

A handwritten signature in blue ink is written over a horizontal line. The signature is stylized and appears to be a cursive name. The line extends to the right of the signature.

4875-8387-9439, v. 1

AGREEMENT 50078
CAPITAL IMPROVEMENT REIMBURSEMENT AGREEMENT
by and between
KETCHUM URBAN RENEWAL AGENCY
and
KETCHUM COMMUNITY DEVELOPMENT CORPORATION
and
4% BLUEBIRD HOUSING PARTNERS LLC

THIS CAPITAL IMPROVEMENT REIMBURSEMENT AGREEMENT (“Agreement”) is entered into by and between the Urban Renewal Agency of the city of Ketchum, aka the Ketchum Urban Renewal Agency, Idaho, a public body, corporate and politic, of the state of Idaho (“Agency”), the Ketchum Community Development Corporation, an Idaho nonprofit corporation (“KCDC”) and 4% Bluebird Housing Partners LLC (“Owner”). Agency, KCDC and Owner may be collectively referred to as the “Parties” and individually referred to as a “Party.”

RECITALS

A. KCDC is the long-term ground lease tenant of certain real property owned by the city of Ketchum (“City”) located at 480 East Avenue, Ketchum, Idaho 83340, (the “Site”) generally described on **Exhibit A**.

B. KCDC anticipates subleasing the Site to the Owner for redevelopment into a mixed-use project with street-level retail, parking, and affordable rental housing units in an energy-efficient building (the “Project”) as graphically depicted on **Exhibit B**.

C. As part of the Project, the Owner intends to install certain public infrastructure adjacent to the Site.

D. The Project is located within the Ketchum Urban Renewal Plan (the “Plan”). The Plan was adopted by City Council pursuant to Ordinance No. 1077 on November 15, 2010. The Plan includes various measures to mitigate and remediate the Plan area.

E. The Project, which includes public sidewalks, curb and gutter improvements, wastewater and stormwater, and public landscaping, as listed on **Exhibit C**, is consistent with the objectives of the Plan. The Project will contribute to enhancing and revitalizing the Plan area.

F. KCDC and the City entered into a seventy-five (75) year ground lease outlining the nature of the Project and governing the rights and obligations of the City and KCDC, as well as any developer or subtenant (the “Lease”). The Lease is attached as **Exhibit D** and incorporated herein by this reference.

G. The Agency believes by providing financial contribution to KCDC to be used towards the public infrastructure of the Project, the Project will be enhanced and economically viable. This contribution complies with the Agency’s participation policy approved by the Agency Board at its meeting on June 27, 2022, and adopted by resolution (“Participation Policy”).

H. On July 20, 2020, the Agency approved by motion, funding of the public infrastructure improvements in the amount of Five Hundred Sixty-Four Thousand, Eight Hundred Sixty and 00/100 Dollars (\$564,860.00). On April 4, 2022, in response to growing construction costs and inflation, the Agency approved, in support of the tax credit application submitted by the Owner and subject to approval of the tax credit application and construction of the project, an increase of an additional Two Hundred Fifty-Five Thousand, Nine Hundred Fifty-Three and 00/100 Dollars (\$255,953.00), bringing the total contribution approved by the Agency to Eight Hundred Twenty Thousand, Eight Hundred Thirteen and 00/100 Dollars (\$820,813.00).

I. This Agreement defines the terms and conditions of Agency's financial contribution to the public infrastructure improvements.

J. The Agency deems it appropriate to reimburse KCDC for certain eligible public improvements as detailed in this Agreement to achieve the objectives set forth in the Plan and in accordance with Agency's Participation Policy.

AGREEMENTS

NOW, THEREFORE, in consideration of the above recitals, which are incorporated into this Agreement; the mutual covenants contained herein; and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. EFFECTIVE DATE. The effective date ("Effective Date") of this Agreement shall be the date when this Agreement has been signed by the Parties (last date signed) and shall continue until: (1) the termination of the Plan, or (2) until otherwise terminated as provided herein, whichever comes first.

2. CAPITAL IMPROVEMENT REIMBURSEMENT. The Owner intends to construct certain Site (as described above) utility and public improvements in or adjacent to, or being relocated to, the public right-of-way adjacent to the Site.

The Owner shall be responsible for the design and construction of the public improvements as described in Exhibit C ("Public Improvements"). The Agency shall reimburse KCDC a portion of the cost of the Public Improvements consistent with the Agency's obligations set forth in this Agreement. Agency's commitment in this Agreement is designed to comply with Agency's authority under the Idaho Urban Renewal Law of 1965, as amended, and the Local Economic Development Act of 1988 as amended (collectively, the "Act"), the Plan, and the Participation Policy, and is intended to constitute an expenditure of Agency funds for a public purpose and not be deemed a gift or donation of public funds.

2.1. Construction of Public Improvements

The Public Improvements shall be designed and constructed by the Owner in accordance with the overall City infrastructure plans, policies, and design standards and in conjunction with

the Project. Upon Agency's request, Agency shall have the right and the opportunity to review Owner's construction plans, budgets, and bids provided to the City for the Public Improvements (collectively the "Project Construction Documents"). It is understood the Owner will utilize commercially reasonable contracting, budgeting, and bidding practices to ensure that the Public Improvements are constructed consistent with the Project Construction Documents and are undertaken in a commercially reasonable manner.

A Schedule of Estimated Eligible Costs for the Public Improvements is described and set forth on **Exhibit C**. Any other public improvements constructed by the Owner as part of the Public Improvements, the estimated costs of which are not set forth on Exhibit C, may be subject to reimbursement only upon a showing by Owner that these costs were related to public infrastructure and are eligible for reimbursement by the Agency. Additionally, Agency's reimbursement obligation is limited to the Estimated Costs (defined below) of Public Improvements set forth in this Agreement.

2.2. Commencement of the Public Improvements

The City and Owner have coordinated to commence construction of the Public Improvements consistent with the timelines established by the City. In the event there is a failure to construct the Public Improvements within the time period July 1, 2022 and December 31, 2023, Agency will not reimburse KCDC for the costs of the Public Improvements.

2.3. Initial Construction Funding

Subject to Agency's reimbursement obligation, Owner or KCDC shall fund the upfront cost of the Public Improvements in accordance with the City construction and permitting requirements. It is anticipated that the reimbursement to KCDC will be provided to the Owner to offset these construction costs. The reimbursement payment to KCDC by Agency shall be made pursuant to subsections 2.8 through 2.13 below. Agency and KCDC acknowledge the Schedule of Estimated Eligible Costs (**Exhibit C**) is an estimate by Owner as it relates to the Public Improvements and that this Schedule of Estimated Eligible Costs shall act as a not to exceed amount regardless of whether actual total costs, as well as each line item of cost, may be more or less than is shown on **Exhibit C**.

2.4. Approvals of Project and Public Improvements

Owner shall be responsible for obtaining all necessary approvals for design, construction, installation, and operation of the Public Improvements from the government and other entities, including to the extent necessary, but not limited to, City and other governmental entities having approval authority for the Public Improvements ("Approving Entities").

Owner and KCDC shall keep Agency advised of the approval process of the Approving Entities and advise Agency immediately if any action of the Approving Entities shall affect the scope and purpose of this Agreement.

2.5. Warranty on Public Improvements

Owner shall warrant that the materials and workmanship employed in the construction of the Project and the Public Improvements shall be good and sound, and shall conform to generally accepted standards within the construction industry. Such warranty shall extend for a period of one (1) year after the standard process of acceptance of such Public Improvements by the City, provided nothing herein shall limit the time within which Agency may bring an action against Owner on account of Owner's failure to otherwise construct the Project in accordance with this Agreement or the Project Construction Documents. The one-year warranty period does not constitute a limitation period with respect to the enforcement of KCDC or Owner's other obligations under the Agreement.

2.6. Maintenance

KCDC and Owner recognize Agency has no authority to accept maintenance responsibility of the Public Improvements and, therefore, does not accept any maintenance obligations for the Public Improvements.

2.7. Estimated Costs for Public Improvements and Not to Exceed Amount

Owner has estimated the cost of the Public Improvements to be Eight Hundred Twenty Thousand, Eight Hundred Thirteen and 00/100 Dollars (\$820,813.00). This estimate does not include the two percent (2%) contingency allowance of Fifteen Thousand, Four Hundred Eighty-Seven and 04/100 Dollars (\$15,487.04) shown on **Exhibit C**. Agency is willing to contribute up to Eight Hundred Twenty Thousand, Eight Hundred Thirteen and 00/100 Dollars (\$820,813.00) toward eligible public improvements ("Actual Eligible Costs") as demonstrated in **Exhibit C** attached hereto. This amount shall serve as a not to exceed amount for the cost of the Public Improvements.

2.8. Determining Actual Eligible Costs

Owner and KCDC are responsible for submitting invoices or receipts for work performed as part of the Public Improvements (the "Cost Documentation") prior to the time of reimbursement by the Agency. Cost Documentation shall include the following:

- (a) Schedule of values that includes line items for the Public Improvements approved by Agency for reimbursement, so they are identifiable separate from other line items ("Schedule of Values").
- (b) Invoices from Owner's general contractor, subcontractor(s), and material suppliers for each type of eligible cost item (e.g., concrete, pavers, piping, streetlights, overhead). Invoices shall specify quantities and unit costs of installed materials, and a percentage estimate of how much installed material was used for the Public Improvements in comparison to the amount used for the remainder of the Project.

- (c) Evidence that reimbursement of Eligible Costs related to Public Improvements are guaranteed to remain for the use of the general public and shall be enforceable.

Agency shall have the right to review the Cost Documentation and to obtain independent verification that the quantities of work claimed, the unit costs, and the total costs for Eligible Costs are commercially reasonable. In the event Owner or Agency defaults in its obligation to timely deliver the Cost Documentation, Agency may, in its discretion, elect to terminate its payment obligations under this Agreement by providing KCDC with written notice of such default. KCDC shall have thirty (30) days from such written notice to cure the default. In the event KCDC fails to timely cure such a default, Agency's payment obligations under this Agreement may be terminated in Agency's sole discretion.

Within fifteen (15) days of Agency's receipt of the Cost Documentation, Agency will notify KCDC or Owner in writing of Agency's acceptance or rejection of the Cost Documentation and Agency's determination of the Actual Eligible Costs to be reimbursed. Agency shall, in its reasonable discretion, determine the Actual Eligible Costs following its review of the Cost Documentation and verification of the commercial reasonableness of the costs and expenses contained in such Cost Documentation.

If Owner or KCDC disagrees with Agency's calculation of the Actual Eligible Costs, Owner or KCDC must respond to Agency in writing within ten (10) days explaining why it believes Agency's calculation was in error and providing any evidence to support any such contentions Owner or KCDC wants Agency to consider. Agency shall respond within three (3) days with a revised amount for the Actual Eligible Costs or notifying Owner or KCDC that Agency will not revise the initial amount calculated. Agency shall be reasonable in making its determination of the Actual Eligible Costs.

2.9. Conditions Precedent to Agency's Payment Obligation

The Owner must have commenced and completed construction of the Public Improvements, before Agency has any obligation to reimburse KCDC for the Actual Eligible Costs for the Public Improvements. Completed Public Improvements must be inspected and accepted by the City before Owner may seek reimbursement of that certain Public Improvement project.

Material failure to comply with all Agreement provisions, following notice and opportunity to cure as provided for herein, shall be a basis for termination of Agency's reimbursement obligation.

2.10. Payment Terms

Upon completion of the construction of the Public Improvements and the City's standard process of acceptance for the Project, Agency shall reimburse Owner for the amount of the Actual

Eligible Costs up to, but not exceeding, Eight Hundred Twenty Thousand, Eight Hundred Thirteen and 00/100 Dollars (\$820,813.00).

In the event Owner or KCDC is reimbursed for any portion of the Estimated Costs by an entity not party to this Agreement, including any City contribution for the Public Improvements, Eight Hundred Twenty Thousand, Eight Hundred Thirteen and 00/100 Dollars (\$820,813.00) shall be reduced by the exact dollar amount reimbursed to the Owner or KCDC by that party. KCDC or Owner shall notify the Agency of any such payment received and should it fail to notify the Agency, or should the Agency discover such payment has been made and not reported, Agency shall contact the Owner or KCDC for such information. Should KCDC or Owner fail to respond to the request, Agency may suspend payments to KCDC until such information is provided.

The Actual Eligible Costs shall not include any interest component. Agency shall pay KCDC at intervals between July 1, 2022, and December 31, 2023, based on completion of certain specific Public Improvements projects, as inspected and accepted by the City. It is anticipated that construction completion of Public Improvement projects will occur as soon as Fall 2022. Once Owner has notified the City of completion of certain Public Improvement projects, the City must inspect and accept such Public Improvement before Owner may submit documentation for reimbursement. Final payment by the Agency will occur upon substantial completion of the Project. Upon request by the Agency, KCDC shall provide evidence of payment of ad valorem taxes imposed on the Site, as such evidence is available based on timing with requested reimbursement. Agency's payment obligation shall in no event extend beyond the termination of the Plan, which termination may be prior to the Plan termination date of November 15, 2030. Provided, however, should the Agency pursue termination prior to November 15, 2030, the Agency shall make the requisite findings as set forth in Idaho Code §§ 50-2903(5) and 50-2909(4), which includes a determination by the Agency that its obligation in this Agreement can be satisfied upon such termination. Agency shall be permitted to have all invoices reviewed by a third party to determine reasonableness.

Owner hereby releases and holds harmless the Agency from any allegation or claim for reimbursement of funds which have been paid and distributed to KCDC. Agency shall have no enforcement obligation to ensure that the funds reimbursed to KCDC are provided to the Owner. Agency's only obligation as it relates to the reimbursement of funds is to provide those funds to KCDC, and Agency is under no obligation to ensure that such funds are properly distributed to the Owner. Owner shall have no claim against the Agency for reimbursement funds that have been distributed to KCDC but have not been conveyed to the Owner.

2.11 KCDC and City Lease

Any default, as defined by the Lease, between KCDC and the City, shall constitute a default under the provisions of this Agreement. Should any default not be cured under the Lease, the Agency may move to terminate this Agreement based on the default of the Lease terms and seek all remedies available to the Agency.

Should KCDC or the Owner, under the terms of the Lease, at any point within the Term of the Lease, be permitted to exceed the rent limitations set forth in the Lease for any particular

residential tenant, then the portion of the rent that exceeds the rent limitation will be paid to the City and will not be retained by KCDC or the Owner, as specified in the Lease.

2.12 Agency Contributions to Site

In addition to the reimbursement and contributions contemplated by this Agreement, the Agency has also contributed to the improvements of this Site pursuant to the Demolition, Salvage, and Asbestos Abatement Project Agreement for the Old City Hall (“Demolition Agreement”), entered into by the Agency and City on January 18, 2022. Pursuant to the Demolition Agreement, the Agency reimbursed the City Two Hundred One Thousand Sixty-One and 40/100 Dollars (\$201,061.40) toward the demolition of the old City Hall building and preparation of the Site for this Project.

The funds contributed under the Demolition Agreement, in addition to the amount of reimbursement in this Agreement of Eight Hundred Twenty Thousand, Eight Hundred Thirteen and 00/100 Dollars (\$820,813.00), shall be credited towards the repayment of the in lieu of housing fees that were advanced by the City to the Agency pursuant to Agency Resolution No. 19-URA06 on August 19, 2019.

2.13 Indemnification Regarding the Project and Public Improvements

KCDC and Owner shall indemnify, defend, and hold Agency and its respective officers, agents, and employees harmless from and against all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses, including reasonable architect and attorney fees, which may be imposed upon or incurred by or asserted against Agency or its respective officers, agents, and employees relating to Owner or KCDC’s performance of this Agreement. Notwithstanding the foregoing, Owner and KCDC shall have no obligation to indemnify and hold Agency and its respective officers, agents, and employees harmless from and against any matter to the extent it arises from the negligence or willful act of Agency or its respective officers, agents, or employees or from conduct resulting in any award of punitive damages against the Agency. In the event an action or proceeding is brought against Agency or its respective officers, agents, and employees by reason of any claims that are covered by KCDC and Owner’s indemnity obligation, Owner and KCDC, upon written notice from Agency, shall, at KCDC and Owner’s expense, resist or defend such action or proceeding.

2.14 Default

Section 2.14 shall be limited solely to defaults under this Agreement. Neither Party shall be deemed to be in default of this Agreement except upon the expiration of forty-five (45) days from receipt of written notice from the other Party specifying the particulars in which such Party has failed to perform its obligations under this Agreement unless such Party, prior to expiration of said 45-day period has rectified the particulars specified in said notice of default. In the event of a default, the nondefaulting Party may do the following:

- (a) The Agency may terminate its reimbursement to KCDC for the costs of the Public Improvements set forth in this Agreement upon written notice to the

defaulting Party and recover from the defaulting Party all direct damages incurred by the nondefaulting Party.

(b) The nondefaulting Party may seek specific performance of those elements of the reimbursement agreement set forth in this Agreement which can be specifically performed, in addition, recover all damages incurred by the nondefaulting Party. The Parties declare it to be their intent that elements of this Agreement requiring certain actions be taken for which there are not adequate legal remedies may be specifically enforced.

(c) The nondefaulting Party may perform or pay any obligation or encumbrance necessary to cure the default and offset the cost thereof from monies otherwise due the defaulting Party or recover said monies from the defaulting Party.

(d) The nondefaulting Party may pursue all other remedies available at law regarding a default of this Agreement, it being the intent of the Parties that remedies be cumulative and liberally enforced so as to adequately and completely compensate the nondefaulting Party.

(e) In the event KCDC or Owner defaults under the requirements set forth in this Agreement, Agency (the nondefaulting Party) shall have the right to suspend or terminate its payment as set forth in this Agreement, for so long as the default continues, and if not cured, Agency's obligation for payment as set forth in this Agreement may be deemed extinguished by Agency in its discretion.

2.15 Captions and Headings

The captions and headings in this Agreement are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions, or agreements contained herein.

2.16 No Joint Venture or Partnership

The Parties agree that nothing contained in this Agreement or in any document executed in connection with this Agreement shall be construed as making the Parties a joint venture or partners.

2.17 Successors and Assignment

This Agreement is not assignable except that the Owner or KCDC may assign Owner's obligations under this Agreement to a third party only with the written approval of Agency, at Agency's sole discretion and cannot be reasonably denied.

2.18 Applicable Law/Attorney Fees

This Agreement shall be construed and enforced in accordance with the laws of the state of Idaho. Should any legal action be brought by either Party because of breach of this Agreement or to enforce any provision of this Agreement, the prevailing Party shall be entitled to reasonable attorney fees, court costs, and such other costs as may be found by the court.

2.19 Entire Agreement

This Agreement constitutes the entire understanding and agreement of the Parties. Exhibits to this Agreement are as follows:

- Exhibit A Project Site
- Exhibit B Project
- Exhibit C Schedule of Eligible Costs
- Exhibit D Lease

2.20 Antidiscrimination During Construction

KCDC and Owner, for itself and its successors and assigns, agrees that in the rehabilitation and/or construction of improvements on the Site provided for in this Agreement, KCDC and Owner will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity/expression, national origin or ancestry, marital status, age, or physical disability.

2.21 Anti-Boycott Against Israel Certification.

KCDC and Owner hereby certify pursuant to Section 67-2346, Idaho Code, that the Owner, its wholly owned subsidiaries, majority owned subsidiaries, parent companies and affiliates, are not currently engaged in, and will not for the duration of this Agreement, knowingly engage in, a boycott of goods or services from Israel or territories under its control.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement the day and year below written to be effective the day and year above written.

AGENCY:

Urban Renewal Agency of the city of Ketchum,
a public body, corporate and politic

Susan Scovell (CHAIR)

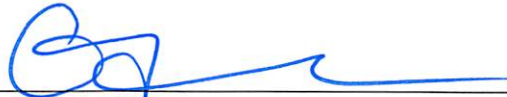
By: *Susan Scovell*

Its: Chair

Date 7/18/22

KCDC:

Ketchum Community Development Corporation



By: Charles Friedman
Its: Executive Director

OWNER:

4% Bluebird Housing Partners LLC,
a limited liability company,

By:
Its: Manager

Date



By: Charles Friedman
Its: Manager

Date 8/18/2022

By: Charles Friedman
Its: Executive Director

OWNER:

4% Bluebird Housing Partners LLC,
a foreign limited liability company,

DocuSigned by:

Greg Dunfield

By: *Greg Dunfield*

Its: Manager

Date 8/10/2022

By:
Its: Manager

Date _____

STATE OF _____)
) ss.
County of _____)

On this ____ day of _____, 2021, before me, the undersigned Notary Public in and for said State, personally appeared Greg Dunfield, known to me to be the person 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 first above written.

Notary Public for _____
Residing at _____
Commission expires _____

STATE OF Idaho)
) ss.
County of Blaine)

On this 18th day of August, 2021, before me, the undersigned Notary Public in and for said State, personally appeared Charles Friedman, known to me to be the person 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 first above written.

Maureen Puddicombe
Notary Public for Idaho
Residing at Ketchum, ID
Commission expires 2-14-24



EXHIBIT A
PROJECT SITE

PROJECT SITE

480 N East Avenue (Ketchum Townsite: Block 45: Lot 3A) & Parking Lot at
Southeast Corner of 5th Street & Alley (Ketchum Townsite: Block 45: W 75' Lots
7 & 8)

EXHIBIT B

PROJECT



INDEX OF DRAWINGS

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A9.03	PROPOSED NW CORNER VIEW
A9.04	PROPOSED FIFTH STREET FACADE
A9.05	PROPOSED NE CORNER VIEW
A9.06	PROPOSED SE CORNER VIEW
E0.00	LEGENDS, KEYS, NOTES
E1.00	PROPOSED ELECTRICAL SITE PLAN
E1.01	PROPOSED ELECTRICAL SITE PHOTOMETRIC PLAN
E1.04	PROPOSED 4TH FLOOR EXTERIOR LIGHTING PLAN
E2.00	PROPOSED SITE LIGHTING FIXTURE SCHEDULE + SPEC SHEETS
K1.00	PROPOSED CONSTRUCTION MANAGEMENT PLAN
K1.01	PROPOSED CONSTRUCTION MANAGEMENT PLAN

MATERIAL SYMBOLS

BRICK	GLAZED BRICK	BRICK	GLAZED BRICK
PAVED ASPHALT	PAVED ASPHALT	PAVED ASPHALT	PAVED ASPHALT
PAVED CONCRETE	PAVED CONCRETE	PAVED CONCRETE	PAVED CONCRETE
PAVED GRASS	PAVED GRASS	PAVED GRASS	PAVED GRASS
PAVED SAND	PAVED SAND	PAVED SAND	PAVED SAND
PAVED STONE	PAVED STONE	PAVED STONE	PAVED STONE
PAVED WOOD	PAVED WOOD	PAVED WOOD	PAVED WOOD
PAVED METAL	PAVED METAL	PAVED METAL	PAVED METAL
PAVED GLASS	PAVED GLASS	PAVED GLASS	PAVED GLASS
PAVED ALUMINUM	PAVED ALUMINUM	PAVED ALUMINUM	PAVED ALUMINUM

PROJECT TEAM

OWNER	GWD Development 322 Pine Street, Suite 1010 Seattle, Washington 98101 gwd@development.com	LANDSCAPE ARCHITECT	BYLA Landscape Architects Chris Gosley PO Box 594 321 South Lewis Street, Suite N Ketchum, Idaho 83345 408.725.8887 chris@byla.com
ARCHITECT	Michael Ong Associates, Architects, PC PO Box 2792 1711 Washington Avenue North Ketchum, Idaho 83345 208.724.4238 mha@mda-ai.com	GEOTECHNICAL ENGINEER	Geotechnical Engineering, Inc. Scott Flynn 317 South Four Street Halley, Idaho 83333 208.794.1791 sfflynn@geotechnical.com
GENERAL CONTRACTOR	Central Brothers Construction Paul Conrad PO Box 412 1120 West Road Halley, ID 83333 208.724.9320 paul@centralbrothersconstruction.com	STRUCTURAL ENGINEER	Frost Structural Engineering Brent Johnson 1010 Lincoln Road Boise, Idaho ID 83601 208.224.6664 x 201 bjohnson@froststructural.com

PROJECT DATA

LEGAL DESCRIPTION	LOT 24, WEST 1/4 SECTION 10, LOT 15, LOT 16, BLOCK 45, KETCHUM TOWNSHIP
OWNER	GWD DEVELOPMENT, CORP. 4074 N. 2ND ST. STE 1010, KETCHUM, ID 83345
CONSTRUCTION TYPE	2-STORY MASONRY TYPICAL FLOOR TYPICAL WALL
OCCUPANCY	RESIDENTIAL, OFFICE, RETAIL, BUSINESS OFFICE, STORAGE, GARAGE
BUILDING AREA (SQ FT)	GROUND FLOOR BLDG 1400 SF FIRST FLOOR BLDG 1400 SF SECOND FLOOR BLDG 1400 SF THIRD FLOOR BLDG 1400 SF FOURTH FLOOR BLDG 1400 SF TOTAL 5600 SF
PIPE SIZES (UP/DOWN)	UP TO 8" (UP TO 4") DOWN TO 4" (DOWN TO 2")
CODES	2018 INTERNATIONAL BUILDING CODE (IBC) AS ADAPTED BY CITY OF KETCHUM BUILDING DEPT.
APPROVING AGENCIES	CITY OF KETCHUM PLANNING & ZONING CITY OF KETCHUM BUILDING DEPARTMENT CITY OF KETCHUM FIRE DEPARTMENT

BLUEBIRD VILLAGE

480 N. EAST AVE.
KETCHUM, ID 83340

DESIGN REVIEW
08/04/2021





VICINITY MAP

- PROJECT SITE
- COMMUNITY CORE SUBDISTRICT 1 - RETAIL CORE
- COMMUNITY CORE SUBDISTRICT 2 - MIXED USE

SCALE 1"=100'

BLUEBIRD VILLAGE

480 N. EAST AVE.
KETCHUM, ID 83340

PRE-APPLICATION DESIGN REVIEW
07/07/2021





NW CORNER, EAST AVE. & FIFTH ST.



NE CORNER, FIFTH ST.



SW CORNER, EAST AVE. & 4TH ST.



SE VIEW, 4TH ST. & ALLEY

VICINITY PHOTOS

BLUEBIRD VILLAGE

480 N. EAST AVE.
KETCHUM, ID 83340

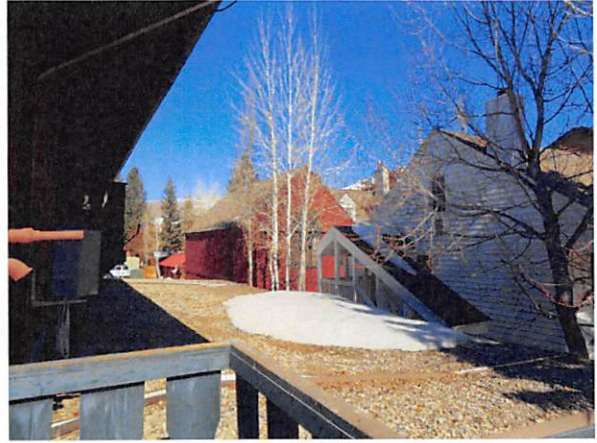
DESIGN REVIEW
07/07/2021



SLK



VIEW LOOKING WEST FROM ALLEY ALONG PROPERTY LINE



VIEW LOOKING SOUTHEAST ALONG PROPERTY LINE

VICINITY PHOTOS

BLUEBIRD VILLAGE

480 N. EAST AVE.
KETCHUM, ID 83340

DESIGN REVIEW
07/07/2021



BLUEBIRD VILLAGE CITY OF KETCHUM, BLAINE COUNTY, IDAHO AUGUST 2021

CONSTRUCTION NOTES

1. ALL CONSTRUCTION SHALL BE IN CONFORMANCE WITH THE MOST CURRENT EDITION OF THE "IDAH0 STANDARDS FOR PUBLIC WORKS CONSTRUCTION" (ISWPC) AND CITY OF KETCHUM STANDARDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND KEEPING A COPY OF THE ISWPC AND CITY OF KETCHUM STANDARDS ON SITE DURING CONSTRUCTION.
2. THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN ON THE PLANS IN AN APPROXIMATE WAY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING EXISTING UTILITIES PRIOR TO COMMENCING AND DURING THE CONSTRUCTION. THE CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH RESULT FROM HIS FAILURE TO ACCURATELY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. CONTRACTOR SHALL CALL GALENA (1-800-343-1555) TO LOCATE ALL EXISTING UNDERGROUND UTILITIES A MINIMUM OF 48 HOURS IN ADVANCE OF EXCAVATION.
3. CONTRACTOR SHALL COORDINATE RELOCATIONS OF DRY UTILITY FACILITIES (POWER, CABLE, PHONE, ETC) WITH THE APPROPRIATE UTILITY FRANCHISE.
4. 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.
5. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION (THIS MAY INCLUDE ENCROACHMENT PERMITS AND NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) CONSTRUCTION GENERAL PERMIT (CGP) PERMIT COVERAGE).
6. ALL CLEARING & GRUBBING SHALL CONFORM TO ISWPC SECTION 201.
7. ALL EXCAVATION & EMBANKMENT SHALL CONFORM TO ISWPC SECTION 202. SUBGRADE SHALL BE EXCAVATED AND SHAVED TO LINE GRADE AND CROSS-SECTION SHOWN ON THE PLANS. THE SUBGRADE SHALL BE COMPACTED TO 95% OF MAXIMUM DENSITY AS DETERMINED BY ASTM D495. THE CONTRACTOR SHALL WATER OR AERATE SUBGRADE AS NECESSARY TO OBTAIN OPTIMUM MOISTURE CONTENT. INSTEAD OF DENSITY MEASUREMENTS, THE SUBGRADE MAY BE PROOF-ROLLED TO THE APPROVAL OF THE ENGINEER.
 - PROOF-ROLLING: AFTER EXCAVATION TO THE SUBGRADE ELEVATION AND PRIOR TO PLACING COURSE GRAVEL, THE CONTRACTOR SHALL PROOF ROLL THE SUBGRADE WITH A 5-TON SMOOTH DRUM ROLLER, LOADED WATER TRUCK, OR LOADED DUMP TRUCK, AS ACCEPTED BY THE ENGINEER. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF UNSUITABLE SUBGRADE MATERIAL AREAS. AREAS NOT CAPABLE OF COMPACTION ACCORDING TO THESE SPECIFICATIONS. UNSUITABLE OR DAMAGED SUBGRADE IS WHEN THE SOIL MOVES, PUMPS AND/OR DISPLACES UNDER ANY TYPE OF PRESSURE INCLUDING FOOT TRAFFIC LOADS.
 - IF, IN THE OPINION OF THE ENGINEER, THE CONTRACTOR'S OPERATIONS RESULT IN DAMAGE TO, OR PROTECTION OF THE SUBGRADE, THE CONTRACTOR SHALL, AT HIS OWN EXPENSE, REPAIR THE DAMAGED SUBGRADE BY OVER-EXCAVATION OR UNSUITABLE MATERIAL TO FIRM SUBSOIL. LINE EXCAVATION WITH GEOTEXTILE FABRIC AND BACKFILL WITH PIT RUN GRAVEL.
8. ALL 2" MINUS GRAVEL SHALL CONFORM TO ISWPC 802. TYPE I (STD STANDARD 703.04. 2"), SHALL BE PLACED IN CONFORMANCE WITH ISWPC SECTION 801 AND COMPACTED PER SECTION 202. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 90% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99.
9. ALL 3/4" MINUS CRUSHED GRAVEL SHALL CONFORM TO ISWPC 802. TYPE I (STD STANDARD 703.04. 3/4"); SHALL BE PLACED IN CONFORMANCE WITH ISWPC SECTION 801 AND COMPACTED PER SECTION 202. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 95% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99 OR T-99.1.
10. ALL ASPHALTIC CONCRETE PAVEMENT WORK SHALL CONFORM TO ISWPC SECTIONS 805, 810, AND 411 FOR CLASS B PAVEMENT. ASPHALT AGGREGATE SHALL BE 1/2" (19MM) NOMINAL SIZE CONFORMING TO TABLE B308 IN ISWPC SECTION 803. ASPHALT BINDER SHALL BE PG 58-28 CONFORMING TO TABLE A.1 IN ISWPC SECTION 805.
11. ASPHALT SAWCUTS SHALL BE AS INDICATED ON THE DRAWINGS, OR 24" INCHES FROM EDGE OF EXISTING CUTTING, IF NOT INDICATED OTHERWISE SO AS TO PROVIDE A CLEAN PAVEMENT EDGE FOR MATCHING. NO WHEEL CUTTING SHALL BE ALLOWED.
12. TRAFFIC CONTROL SHALL BE PER THE TRAFFIC CONTROL PLAN. CONTRACTOR WILL NEED TO MAINTAIN ACCESS TO ALL PRIVATE PROPERTIES, UNLESS OTHERWISE COORDINATE WITH THE PROPERTY OWNER THROUGH THE CITY ENGINEER.
13. ALL CONCRETE WORK SHALL CONFORM TO ISWPC SECTIONS 701, 703, AND 704. ALL CONCRETE SHALL BE 3,000 PSI MINIMUM, 28 DAY, AS DEFINED IN ISWPC SECTION 701, TABLE 1. IMMEDIATELY AFTER PLACEMENT PROTECT CONCRETE BY APPLYING MEMBRANE FORMING CURING COMPOUND, TYPE I, CLASS A PER ASTM C-309-04. APPLY CURING COMPOUND PER MANUFACTURER'S INSTRUCTIONS AND SPECIFICATIONS.
14. ALL TRENCHING SHALL CONFORM TO ISWPC STANDARD DRAWING SD-391. TRENCHES SHALL BE BACKFILLED AND COMPACTED TO A MINIMUM OF 95% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T-99.
15. PER IDAHO CODE 45-1413, THE CONTRACTOR SHALL RETAIN AND PROTECT ALL MONUMENTS, ACCESSORIES TO CORNERS, BENCHMARKS AND POINTS SET IN CONTROL SURVEYS. ALL MONUMENTS, ACCESSORIES TO CORNERS, BENCHMARKS AND POINTS SET IN CONTROL SURVEYS THAT ARE LOST OR DISTURBED BY CONSTRUCTION SHALL BE REESTABLISHED AND RE-MONUMENTED. AT THE EXPENSE OF THE AGENCY OR PERSON CAUSING THEIR LOSS OR DISTURBANCE AT THEIR ORIGINAL LOCATION OR BY SETTING OF A WITNESS CORNER OR REFERENCE POINT OF A REPLACEMENT BENCHMARK OR CONTROL POINT, BY OR UNDER THE DIRECTION OF A PROFESSIONAL LAND SURVEYOR.
16. CONSTRUCTION OF WATER MAINS AND ALL OTHER RELATED APPURTENANCES SHALL BE IN ACCORDANCE WITH THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISWPC), IDAPA 58.01.08, IDAHO RULES FOR PUBLIC DRINKING WATER SYSTEMS AND THE CITY OF KETCHUM UTILITIES DEPARTMENT STANDARDS.
17. CONTRACTOR SHALL PRESURE TEST, DISINFECT, AND CONDUCT BIOLOGICAL TESTING IN ACCORDANCE WITH THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISWPC), AMERICAN WATER WORKS ASSOCIATION (AWWA) STANDARDS AND THE PRESURE TESTING, DISINFECTION, AND MICROBIOLOGICAL TESTING PROCEDURES.
18. ALL WATER SUPPLY FIXTURES, FITTINGS, PIPING, AND ALL RELATED APPURTENANCES SHALL BE ANSIS/AF STD. 41 COMPLIANT.
19. ALL WATER SUPPLY FIXTURES, FITTINGS, PIPING, AND ALL RELATED APPURTENANCES SHALL COMPLY WITH THE LOW LEAD ACT REQUIRING ALL MATERIALS TO HAVE A LEAD CONTENT EQUAL TO OR LESS THAN 0.25%.
20. THE CONTRACTOR SHALL USE ANSIS/AF STANDARD 80 CHEMICALS AND COMPOUNDS DURING INSTALLATION & DISINFECTION OF POTABLE WATER MAIN.
21. EXISTING CONDITIONS AND BOUNDARY INFORMATION SHOWN HEREON ARE PER A SURVEY CONDUCTED BY GALENA ENGINEERING. TOPOGRAPHIC INFORMATION IS AS IT EXISTED ON THE DATE THE FIELD SURVEY WAS PERFORMED (05/02/21).



SHEET INDEX

SHEET#	DESCRIPTION
CS-1	COVER SHEET
CS-2	DETAIL SHEET
CS-3	DETAIL SHEET
C1.0	GRADING, DRAINAGE, AND UTILITY PLAN

LEGEND

EXISTING ITEMS	NEW ITEMS	NEW ITEMS	NEW ITEMS
Asphalt Paving	3" Gravel	6" Gravel	12" Gravel
Concrete	12" Concrete	18" Concrete	24" Concrete
Gravel	3" Gravel	6" Gravel	12" Gravel
Grass	Grass	Grass	Grass
Water Main	Water Main	Water Main	Water Main
Sewer Main	Sewer Main	Sewer Main	Sewer Main
Electric	Electric	Electric	Electric
Phone	Phone	Phone	Phone
Cable	Cable	Cable	Cable
Gas	Gas	Gas	Gas
Fire	Fire	Fire	Fire
Storm	Storm	Storm	Storm
Drainage	Drainage	Drainage	Drainage
Utility	Utility	Utility	Utility

COVER AND DETAIL SHEET
BLUEBIRD VILLAGE
 (480 N EAST AVE)
 LOCATED WITHIN SECTION 14, T18N, R10E, BLAINE COUNTY, IDAHO



GALENA
 ENGINEERING, INC.
 1414 N. MAIN ST.
 KETCHUM, IDAHO 83701
 (208) 745-1000
 www.galenainc.com

REVISIONS
 NO. DATE BY
 1 05/02/21 JG
 2 08/02/21 JG
 3 08/02/21 JG
 4 08/02/21 JG
 5 08/02/21 JG
 6 08/02/21 JG
 7 08/02/21 JG
 8 08/02/21 JG
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 100 08/02/21 JG

C0.1



PARCELS: _____
 SHEET: _____ OF _____
 RECORDS: _____
 DATE: _____ BY: _____
 DRAWN BY: _____
 CHECKED BY: _____
 DATE: _____ BY: _____



GALENA
 CITY ENGINEER
 100 N. VALLEY RD.
 GALENA, IDAHO 83430
 PHONE: (208) 634-2222
 FAX: (208) 634-2223
 WWW.GALENAID.COM

A MAP SHOWING BUILDING & TREE HEIGHTS AROUND
 LOT 3A AND THE WEST 75' OF LOTS 7 & 8
 BLOCK 45, KETCHUM TOWNSITE (480' N/EAST AVE)
 DATE: 10/15/2013 BY: JACOB W. HARRIS

C0.01



A MAP SHOWING BUILDING & TREE HEIGHTS AROUND
 LOT 3A AND THE WEST 75' OF LOTS 7 & 8
 BLOCK 45, KETCHUM TOWNSITE (480' N EAST AVE)
DATE: 10/15/2014 11:58 AM



GALENA
 CITY ENGINEER
DATE: 10/15/2014 11:58 AM

PROJECT:	
DATE:	
BY:	
SCALE:	
REVISIONS:	
NO.	DESCRIPTION

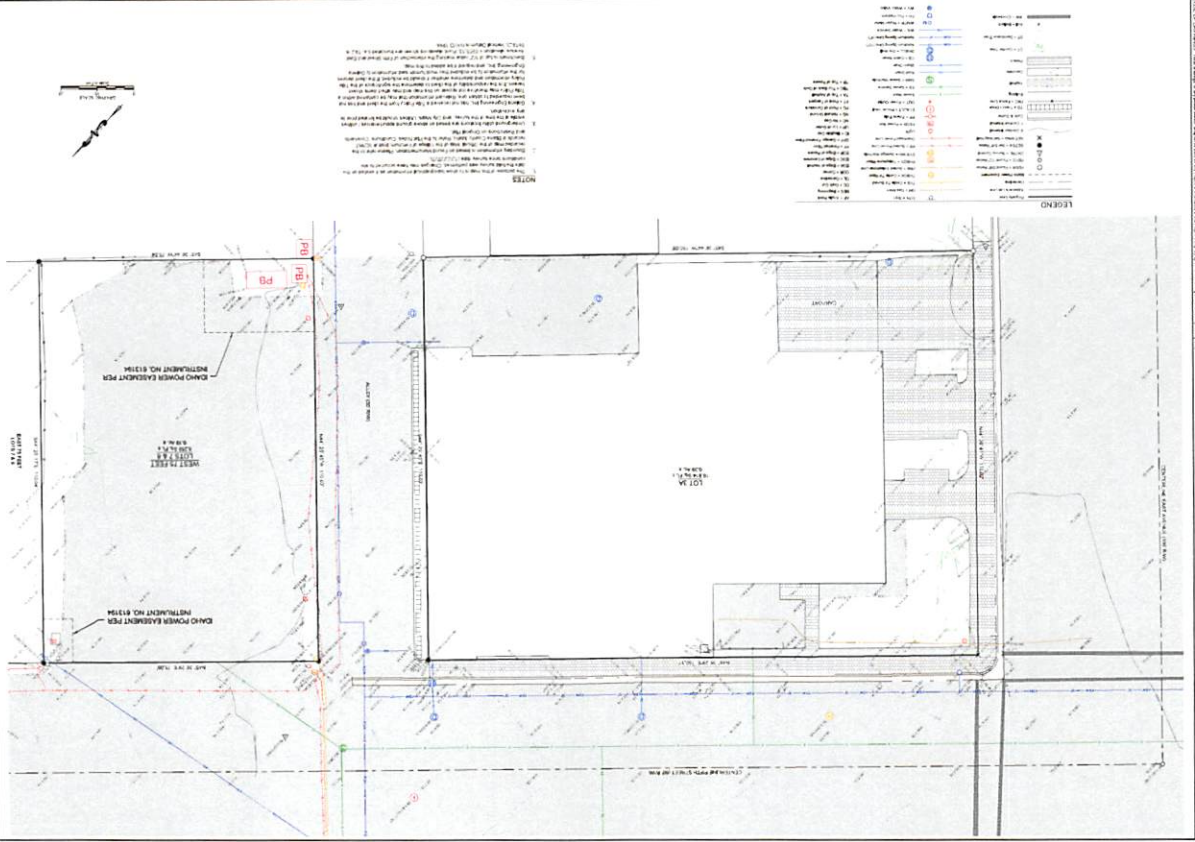
C003

PROJECT NO.	
DATE	
SCALE	
REVISION	

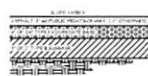
GALENA
ENGINEERING, INC.
Professional Engineer
No. 123456789

**A TOPOGRAPHIC MAP SHOWING
LOT 3A AND THE WEST 75' OF LOTS 7 & 8
BLOCK 45, KETCHUM TOWNSHIP (480 N EAST AVE)**

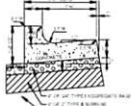
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UTM
Zone 18N
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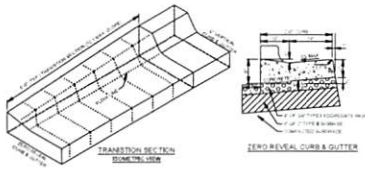
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Professional Engineer
No. 123456789



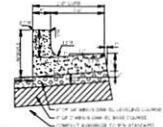
1
C0.2
TYPICAL STREET ASPHALT SECTION
N.T.S.



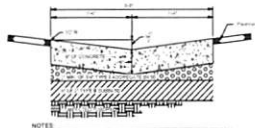
2A
C0.2
6" CONCRETE VERTICAL CURB & GUTTER
N.T.S.



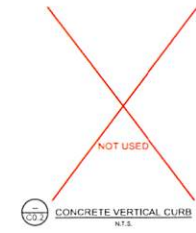
2B
C0.2
TYPICAL CURB TRANSITION DETAIL
N.T.S.



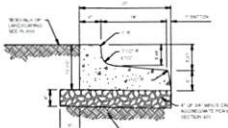
3
C0.2
CONCRETE VERTICAL CURB & GUTTER WITH VARIABLE REVEAL
N.T.S.



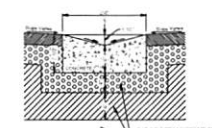
2B
C0.2
30" CONCRETE VALLEY GUTTER
N.T.S.



2C
C0.2
CONCRETE VERTICAL CURB
N.T.S.



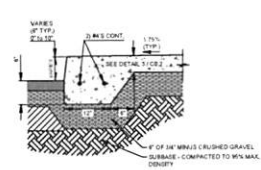
2A
C0.2
VERTICAL CURB W/ REVERSE GUTTER PAN
N.T.S.



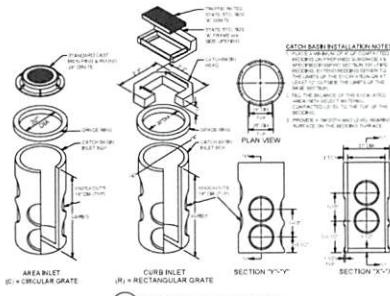
2A
C0.2
24" WIDE CONCRETE VALLEY GUTTER
N.T.S.



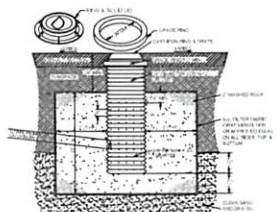
3
C0.2
TYPICAL CONCRETE SIDEWALK SECTION
N.T.S.



4
C0.2
THICKENED SIDEWALK EDGE
N.T.S.



5
C0.2
30" DIAMETER CATCH BASIN
N.T.S.



6
C0.2
DRYWELL DETAIL (R. 0)
N.T.S.

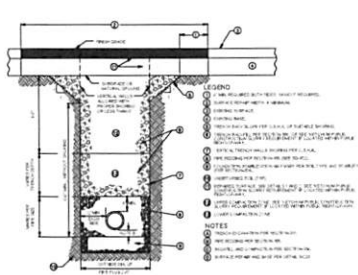
DETAIL SHEET
BLUEBIRD VILLAGE
(480 N EAST AVE)
LOCATED WITHIN BENTON COUNTY, MISSOURI, BENTON COUNTY ENGINEERING DISTRICT



GALEANA ENGINEERING, INC.
1000 N. GARDNER AVENUE
BENTON, MISSOURI 64801
PHONE: 417-335-1111
FAX: 417-335-1112
WWW.GALEANAENGINEERING.COM

DATE	DESCRIPTION

C0.2



KETCHUM PUBLIC CONSTRUCTION SLURRY REQUIREMENT

1. ALL TRENCHES SHALL BE FULLY SUPPORTED WITH SLURRY WALLS TO PREVENT COLLAPSE AND TO PROTECT ADJACENT STRUCTURES AND UTILITIES.

2. SLURRY WALLS SHALL BE CONSTRUCTED TO THE FULL DEPTH OF THE TRENCH AND SHALL BE FULLY PENETRATED BY THE TRENCH WALLS.

3. SLURRY WALLS SHALL BE CONSTRUCTED TO THE FULL DEPTH OF THE TRENCH AND SHALL BE FULLY PENETRATED BY THE TRENCH WALLS.

4. SLURRY WALLS SHALL BE CONSTRUCTED TO THE FULL DEPTH OF THE TRENCH AND SHALL BE FULLY PENETRATED BY THE TRENCH WALLS.

5. SLURRY WALLS SHALL BE CONSTRUCTED TO THE FULL DEPTH OF THE TRENCH AND SHALL BE FULLY PENETRATED BY THE TRENCH WALLS.

6. SLURRY WALLS SHALL BE CONSTRUCTED TO THE FULL DEPTH OF THE TRENCH AND SHALL BE FULLY PENETRATED BY THE TRENCH WALLS.

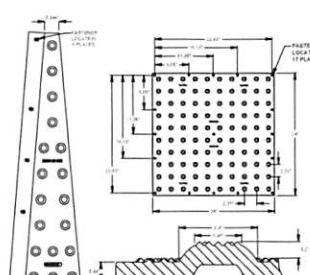
7. SLURRY WALLS SHALL BE CONSTRUCTED TO THE FULL DEPTH OF THE TRENCH AND SHALL BE FULLY PENETRATED BY THE TRENCH WALLS.

8. SLURRY WALLS SHALL BE CONSTRUCTED TO THE FULL DEPTH OF THE TRENCH AND SHALL BE FULLY PENETRATED BY THE TRENCH WALLS.

9. SLURRY WALLS SHALL BE CONSTRUCTED TO THE FULL DEPTH OF THE TRENCH AND SHALL BE FULLY PENETRATED BY THE TRENCH WALLS.

10. SLURRY WALLS SHALL BE CONSTRUCTED TO THE FULL DEPTH OF THE TRENCH AND SHALL BE FULLY PENETRATED BY THE TRENCH WALLS.

1 TYPICAL TRENCH SECTION
N.T.S.



DETECTABLE WARNING PLATE

1. DETECTABLE WARNING PLATES SHALL BE CAST IN PLACE CONCRETE TO THE FULL DEPTH OF THE TRENCH.

2. DETECTABLE WARNING PLATES SHALL BE CAST IN PLACE CONCRETE TO THE FULL DEPTH OF THE TRENCH.

3. DETECTABLE WARNING PLATES SHALL BE CAST IN PLACE CONCRETE TO THE FULL DEPTH OF THE TRENCH.

4. DETECTABLE WARNING PLATES SHALL BE CAST IN PLACE CONCRETE TO THE FULL DEPTH OF THE TRENCH.

5. DETECTABLE WARNING PLATES SHALL BE CAST IN PLACE CONCRETE TO THE FULL DEPTH OF THE TRENCH.

6. DETECTABLE WARNING PLATES SHALL BE CAST IN PLACE CONCRETE TO THE FULL DEPTH OF THE TRENCH.

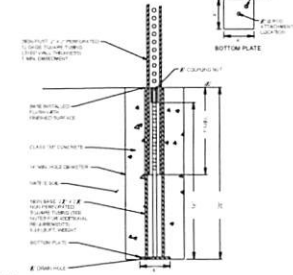
7. DETECTABLE WARNING PLATES SHALL BE CAST IN PLACE CONCRETE TO THE FULL DEPTH OF THE TRENCH.

8. DETECTABLE WARNING PLATES SHALL BE CAST IN PLACE CONCRETE TO THE FULL DEPTH OF THE TRENCH.

9. DETECTABLE WARNING PLATES SHALL BE CAST IN PLACE CONCRETE TO THE FULL DEPTH OF THE TRENCH.

10. DETECTABLE WARNING PLATES SHALL BE CAST IN PLACE CONCRETE TO THE FULL DEPTH OF THE TRENCH.

2 DETECTABLE WARNING PLATE
N.T.S.



TYPICAL SIGN BASE

1. SIGN BASE SHALL BE CAST IN PLACE CONCRETE TO THE FULL DEPTH OF THE TRENCH.

2. SIGN BASE SHALL BE CAST IN PLACE CONCRETE TO THE FULL DEPTH OF THE TRENCH.

3. SIGN BASE SHALL BE CAST IN PLACE CONCRETE TO THE FULL DEPTH OF THE TRENCH.

4. SIGN BASE SHALL BE CAST IN PLACE CONCRETE TO THE FULL DEPTH OF THE TRENCH.

5. SIGN BASE SHALL BE CAST IN PLACE CONCRETE TO THE FULL DEPTH OF THE TRENCH.

6. SIGN BASE SHALL BE CAST IN PLACE CONCRETE TO THE FULL DEPTH OF THE TRENCH.

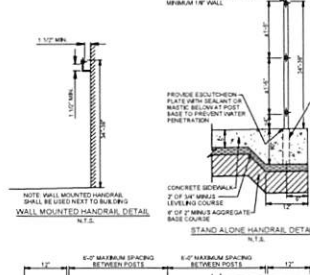
7. SIGN BASE SHALL BE CAST IN PLACE CONCRETE TO THE FULL DEPTH OF THE TRENCH.

8. SIGN BASE SHALL BE CAST IN PLACE CONCRETE TO THE FULL DEPTH OF THE TRENCH.

9. SIGN BASE SHALL BE CAST IN PLACE CONCRETE TO THE FULL DEPTH OF THE TRENCH.

10. SIGN BASE SHALL BE CAST IN PLACE CONCRETE TO THE FULL DEPTH OF THE TRENCH.

3 TYPICAL SIGN BASE
N.T.S.



WALL MOUNTED HANDRAIL DETAIL

1. WALL MOUNTED HANDRAILS SHALL BE USED NEXT TO BUILDINGS.

2. WALL MOUNTED HANDRAILS SHALL BE USED NEXT TO BUILDINGS.

3. WALL MOUNTED HANDRAILS SHALL BE USED NEXT TO BUILDINGS.

4. WALL MOUNTED HANDRAILS SHALL BE USED NEXT TO BUILDINGS.

5. WALL MOUNTED HANDRAILS SHALL BE USED NEXT TO BUILDINGS.

6. WALL MOUNTED HANDRAILS SHALL BE USED NEXT TO BUILDINGS.

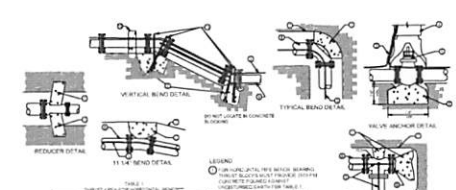
7. WALL MOUNTED HANDRAILS SHALL BE USED NEXT TO BUILDINGS.

8. WALL MOUNTED HANDRAILS SHALL BE USED NEXT TO BUILDINGS.

9. WALL MOUNTED HANDRAILS SHALL BE USED NEXT TO BUILDINGS.

10. WALL MOUNTED HANDRAILS SHALL BE USED NEXT TO BUILDINGS.

4 TYPICAL HANDRAIL DETAIL
N.T.S.



THRUST BLOCK AND ANCHOR DETAILS

1. THRUST BLOCKS SHALL BE CAST IN PLACE CONCRETE TO THE FULL DEPTH OF THE TRENCH.

2. THRUST BLOCKS SHALL BE CAST IN PLACE CONCRETE TO THE FULL DEPTH OF THE TRENCH.

3. THRUST BLOCKS SHALL BE CAST IN PLACE CONCRETE TO THE FULL DEPTH OF THE TRENCH.

4. THRUST BLOCKS SHALL BE CAST IN PLACE CONCRETE TO THE FULL DEPTH OF THE TRENCH.

5. THRUST BLOCKS SHALL BE CAST IN PLACE CONCRETE TO THE FULL DEPTH OF THE TRENCH.

6. THRUST BLOCKS SHALL BE CAST IN PLACE CONCRETE TO THE FULL DEPTH OF THE TRENCH.

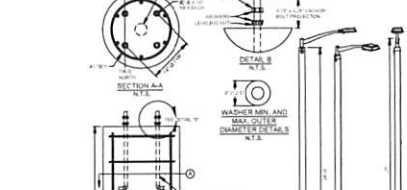
7. THRUST BLOCKS SHALL BE CAST IN PLACE CONCRETE TO THE FULL DEPTH OF THE TRENCH.

8. THRUST BLOCKS SHALL BE CAST IN PLACE CONCRETE TO THE FULL DEPTH OF THE TRENCH.

9. THRUST BLOCKS SHALL BE CAST IN PLACE CONCRETE TO THE FULL DEPTH OF THE TRENCH.

10. THRUST BLOCKS SHALL BE CAST IN PLACE CONCRETE TO THE FULL DEPTH OF THE TRENCH.

5 THRUST BLOCK AND ANCHOR DETAILS
N.T.S.



TYPICAL STREET LIGHT

1. STREET LIGHT SHALL BE CAST IN PLACE CONCRETE TO THE FULL DEPTH OF THE TRENCH.

2. STREET LIGHT SHALL BE CAST IN PLACE CONCRETE TO THE FULL DEPTH OF THE TRENCH.

3. STREET LIGHT SHALL BE CAST IN PLACE CONCRETE TO THE FULL DEPTH OF THE TRENCH.

4. STREET LIGHT SHALL BE CAST IN PLACE CONCRETE TO THE FULL DEPTH OF THE TRENCH.

5. STREET LIGHT SHALL BE CAST IN PLACE CONCRETE TO THE FULL DEPTH OF THE TRENCH.

6. STREET LIGHT SHALL BE CAST IN PLACE CONCRETE TO THE FULL DEPTH OF THE TRENCH.

7. STREET LIGHT SHALL BE CAST IN PLACE CONCRETE TO THE FULL DEPTH OF THE TRENCH.

8. STREET LIGHT SHALL BE CAST IN PLACE CONCRETE TO THE FULL DEPTH OF THE TRENCH.

9. STREET LIGHT SHALL BE CAST IN PLACE CONCRETE TO THE FULL DEPTH OF THE TRENCH.

10. STREET LIGHT SHALL BE CAST IN PLACE CONCRETE TO THE FULL DEPTH OF THE TRENCH.

6 TYPICAL STREET LIGHT
N.T.S.



POTABLE AND NON-POTABLE WATER LINE (NPWL) SEPARATION

1. POTABLE AND NON-POTABLE WATER LINES SHALL BE SEPARATED BY A MINIMUM OF 12 INCHES.

2. POTABLE AND NON-POTABLE WATER LINES SHALL BE SEPARATED BY A MINIMUM OF 12 INCHES.

3. POTABLE AND NON-POTABLE WATER LINES SHALL BE SEPARATED BY A MINIMUM OF 12 INCHES.

4. POTABLE AND NON-POTABLE WATER LINES SHALL BE SEPARATED BY A MINIMUM OF 12 INCHES.

5. POTABLE AND NON-POTABLE WATER LINES SHALL BE SEPARATED BY A MINIMUM OF 12 INCHES.

6. POTABLE AND NON-POTABLE WATER LINES SHALL BE SEPARATED BY A MINIMUM OF 12 INCHES.

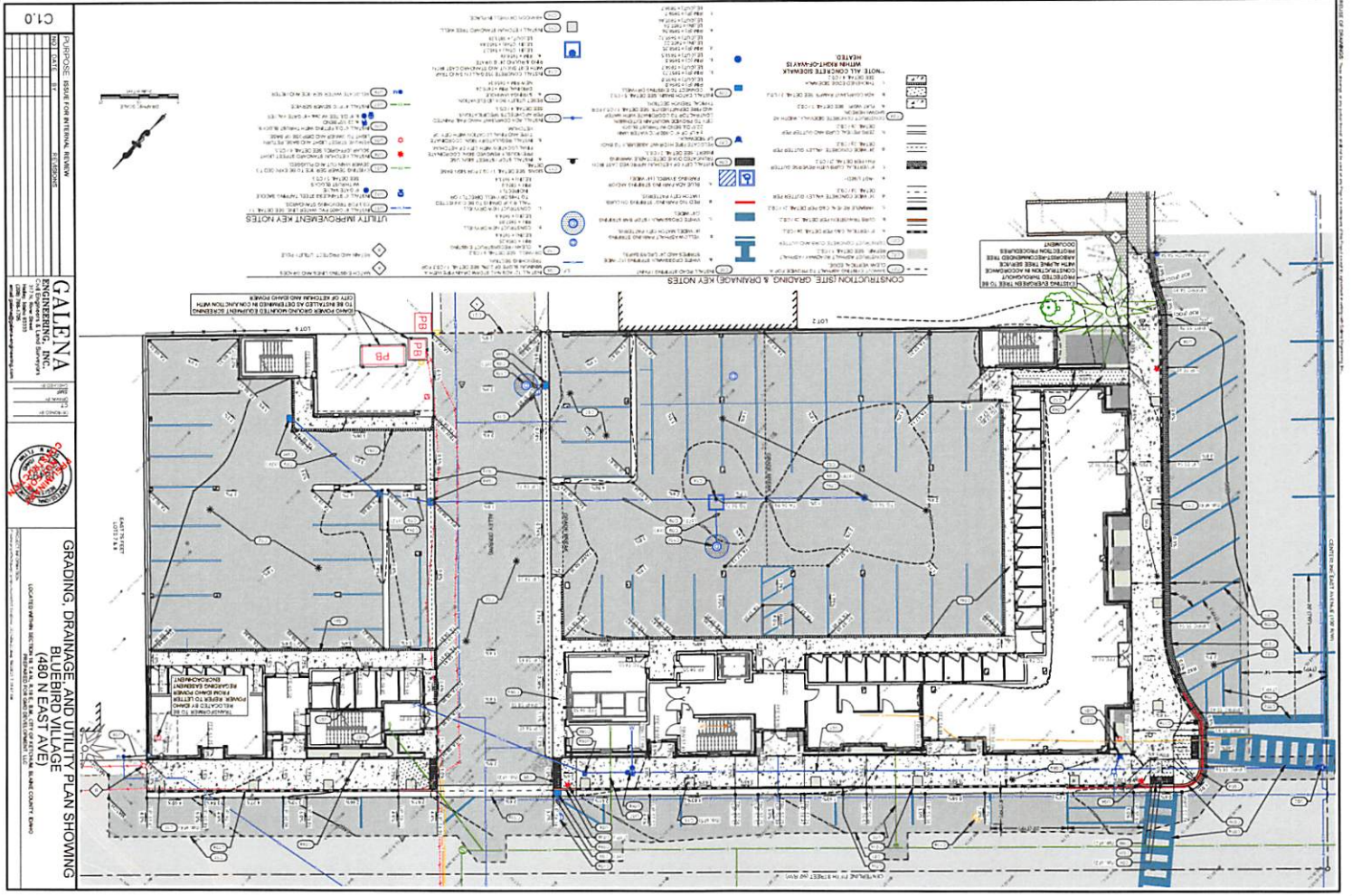
7. POTABLE AND NON-POTABLE WATER LINES SHALL BE SEPARATED BY A MINIMUM OF 12 INCHES.

8. POTABLE AND NON-POTABLE WATER LINES SHALL BE SEPARATED BY A MINIMUM OF 12 INCHES.

9. POTABLE AND NON-POTABLE WATER LINES SHALL BE SEPARATED BY A MINIMUM OF 12 INCHES.

10. POTABLE AND NON-POTABLE WATER LINES SHALL BE SEPARATED BY A MINIMUM OF 12 INCHES.

7 POTABLE AND NON-POTABLE WATER LINE (NPWL) SEPARATION
N.T.S.



C10

PROJECT: BLUEBIRD VILLAGE

DATE: 07/20/2017

SCALE: AS SHOWN

ENGINEER: GALENA ENGINEERING, INC.

PROJECT: GRADING, DRAINAGE AND UTILITY PLAN SHOWING BLUEBIRD VILLAGE (480 N EAST AVE)

LOCATION: 480 N EAST AVE, SALT LAKE CITY, UT 84103

OWNER: BLUEBIRD VILLAGE LLC

PROJECT NO: 17-001

DATE: 07/20/2017

SCALE: AS SHOWN

PROJECT: GRADING, DRAINAGE AND UTILITY PLAN SHOWING BLUEBIRD VILLAGE (480 N EAST AVE)

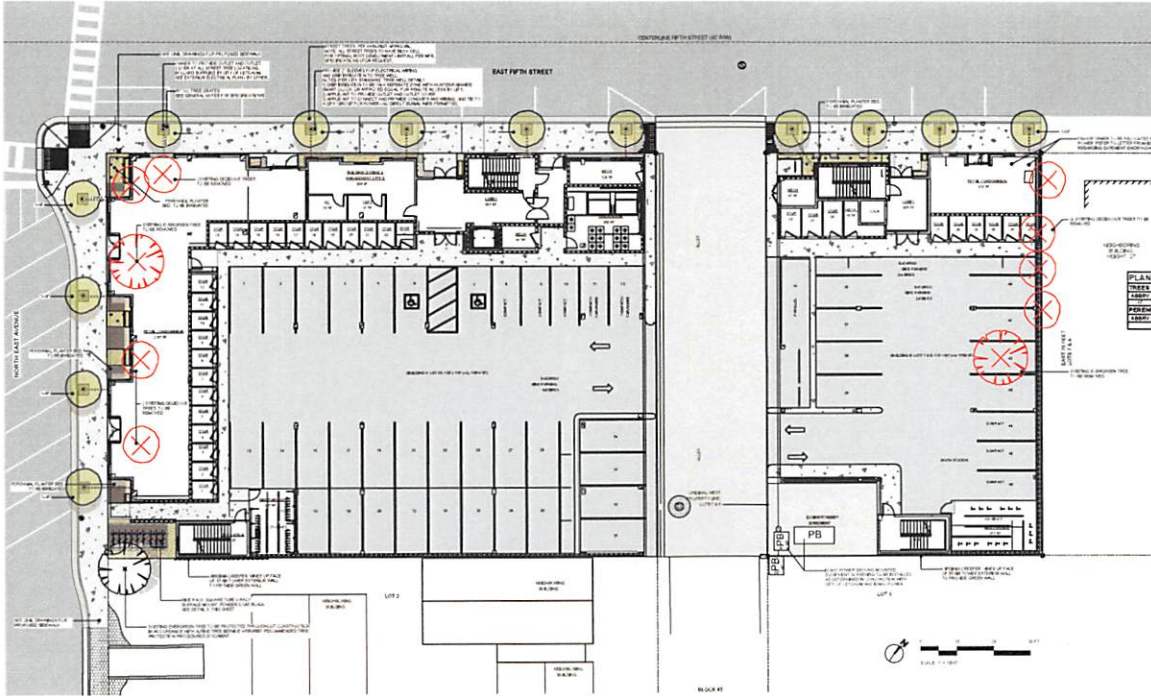
LOCATION: 480 N EAST AVE, SALT LAKE CITY, UT 84103

OWNER: BLUEBIRD VILLAGE LLC

PROJECT NO: 17-001

DATE: 07/20/2017

SCALE: AS SHOWN



SHEET LEGEND

SYMBOL	DESCRIPTION
[Symbol]	Tree Well
[Symbol]	Plant Schedule
[Symbol]	Brigade Schedule
[Symbol]	Plant Schedule
[Symbol]	Brigade Schedule
[Symbol]	Plant Schedule
[Symbol]	Brigade Schedule

GENERAL NOTES

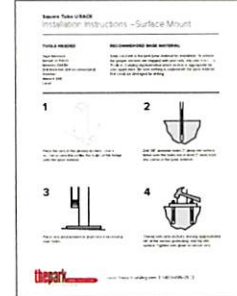
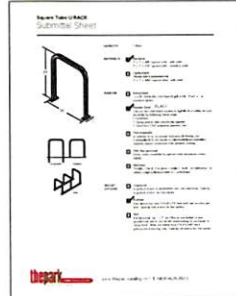
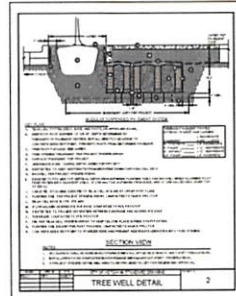
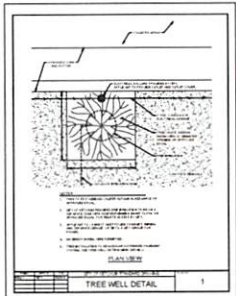
1. CONSULT THE CITY ENGINEER
2. ALL PROJECTIONS SHALL BE TO THE FACE UNLESS NOTED OTHERWISE

PLANT SCHEDULE | STREETSCAPE

SYMBOL	QTY	SIZE	PLANT NAME	COMMON NAME	SPACING
[Symbol]					
[Symbol]					
[Symbol]					

BYLA
 LANDSCAPE ARCHITECTS
 1000 N. EAST AVENUE, SUITE 100
 KETCHUM, ID 83340
 PHONE: 208.333.1111
 WWW.BYLA.COM

DRAFT
 NOT FOR CONSTRUCTION



LANDSCAPE DESIGN REVIEW
BLUEBIRD VILLAGE
 480 N. EAST AVE. | KETCHUM, ID 83340

PROJECT NO: 2021-001
 DATE: 08.03.2021
 SCALE: 1/8" = 1'-0"

STREETSCAPE OVERVIEW

11.0



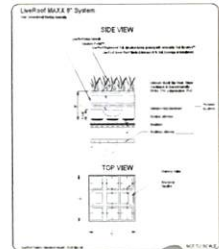
SHEET LEGEND	
[Symbol]	PROPERTY LINE
[Symbol]	EXISTING LANDSCAPE
[Symbol]	PROPOSED LANDSCAPE
[Symbol]	PROPOSED LIVE ROOF SYSTEM

GENERAL NOTES:

1. CONSULT THE ARCHITECT FOR ALL NOTES.
2. ALL ROOF AREAS TO BE COVERED BY LIVE ROOF SYSTEM.

IRRIGATION SCHEDULE			
AREA	TYPE	SPACING	DEPTH

PLANT SCHEDULE SECOND LEVEL			
SYMBOL	PLANT	PLANT NAME	SPACING



LiveRoof
LIVE ROOF SYSTEM
SCALE: 1/8" = 1'-0"



BYLA
LANDSCAPE ARCHITECTS
1000 S. 10TH AVENUE, SUITE 100
KETCHUM, ID 83340
PHONE: 208.825.1234
WWW.BYLA.COM

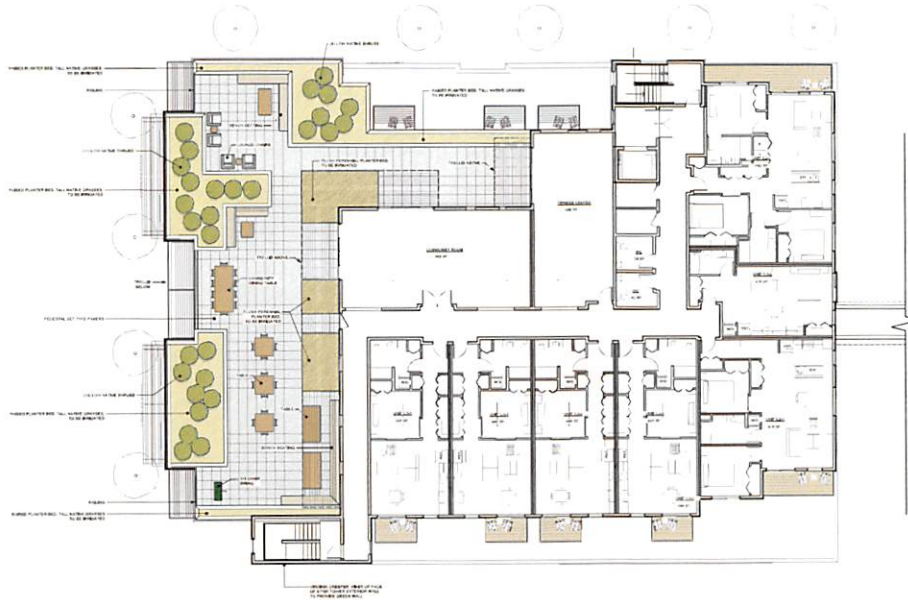
DRAFT
NOT FOR CONSTRUCTION

LANDSCAPE DESIGN REVIEW
BLUEBIRD VILLAGE
480 N. EAST AVE. | KETCHUM, ID 83340

DATE: 07.01.2021
PROJECT: BLUEBIRD VILLAGE

SECOND FLOOR

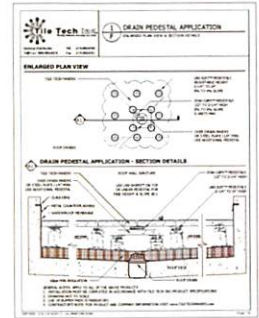
SCALE: 1/8" = 1'-0"
L2.0



SHEET LEGEND	
Symbol	Description
[Green Circle]	Planting - Tree
[Green Circle]	Planting - Tree

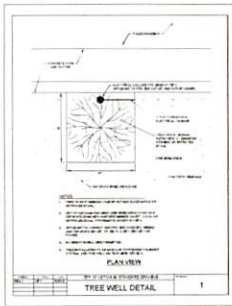
GENERAL NOTES:
 1. SEE TREE SCHEDULE FOR TREE SPECIFICATIONS
 2. SEE TREE SCHEDULE FOR TREE SPECIFICATIONS

IRRIGATION SCHEDULE	
Area	Flow Rate
Area	Flow Rate

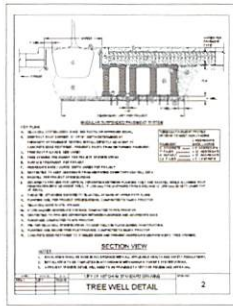


1 TILE TECH - DRAIN PEDESTAL APPLICATION
 Scale: 1/8" = 1'-0"

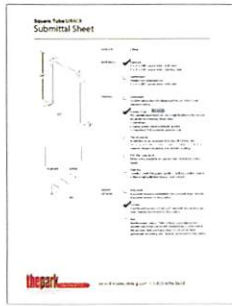




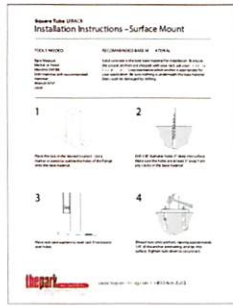
1 CITY OF KETCHUM TREE WELL
Scale: 1/8" = 1'-0"



2 CITY OF KETCHUM TREE WELL
Scale: 1/8" = 1'-0"



3 BIKE RACK
Scale: 1/8" = 1'-0"



4 BIKE RACK
Scale: 1/8" = 1'-0"



5 MALAVERDE EUROTEC DECK SYSTEM
Scale: 1/8" = 1'-0"



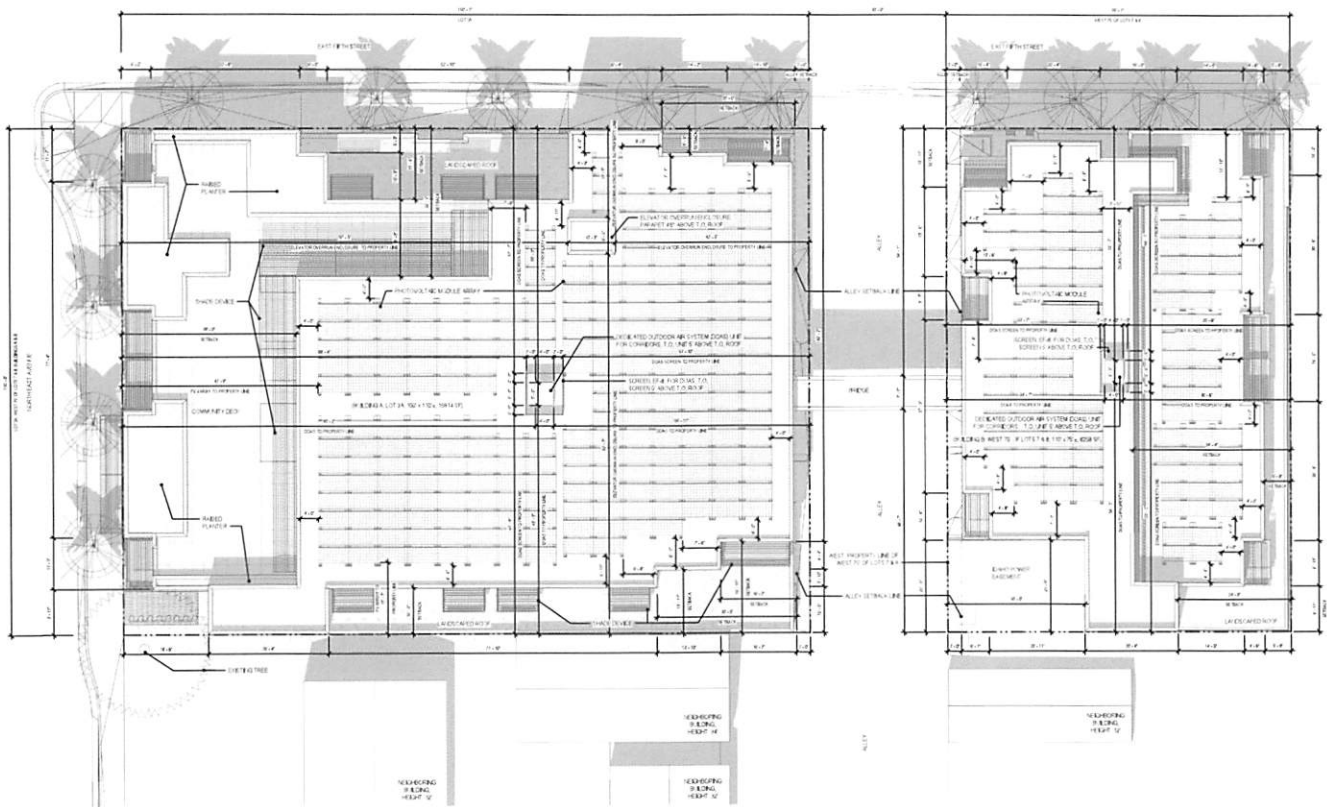
6 MALAVERDE EUROTEC DECK SYSTEM
Scale: 1/8" = 1'-0"



7 MALAVERDE EUROTEC DECK SYSTEM
Scale: 1/8" = 1'-0"



8 MALAVERDE EUROTEC DECK SYSTEM
Scale: 1/8" = 1'-0"



PROPOSED ARCHITECTURAL SITE PLAN 12:49 PM JUNE 21, 2021

SITE DIMENSIONS & AREAS
 LOT 3A 110' x 150' = 16500 SF
 LOT 3 B 110' x 70' = 7700 SF
 TOTAL 24200 SF

USE & OCCUPANCY CLASSIFICATION
 RESIDENTIAL GROUP R-2
 BUSINESS GROUP B
 STORAGE GROUP S-2
 ASSEMBLY GROUP A-1

SNOW STORAGE CALCULATION
 NO TABLE ON-SITE SNOW STORAGE AREAS. SNOW MANAGEMENT TO BE ACCOMPLISHED BY SNOWMELT AND HAULING OFF-SITE.

ZONING
 ZONING CC-1 COMMUNITY CORE RETAIL
CONSTRUCTION TYPE
 CONSTRUCTION TYPE 1ST THROUGH FLOOR TYPE IIA
 2ND, 3RD & 4TH FLOOR TYPE IIB
BUILDING AREA
 BUILDING AREA (GROSS) 86838 SF

SCALE 1/8" = 1'-0"

BLUEBIRD VILLAGE

480 N. EAST AVE.
 KETCHUM, ID 83340

DESIGN REVIEW
 07/07/2021





DESIGN REVIEW
08/04/2021
KETCHUM, ID 83340
480 N. EAST AVE.

BLUEBIRD VILLAGE

PROPOSED ARCHITECTURAL SITE PLAN - GROUND LEVEL

SITE DIMENSIONS & AREAS

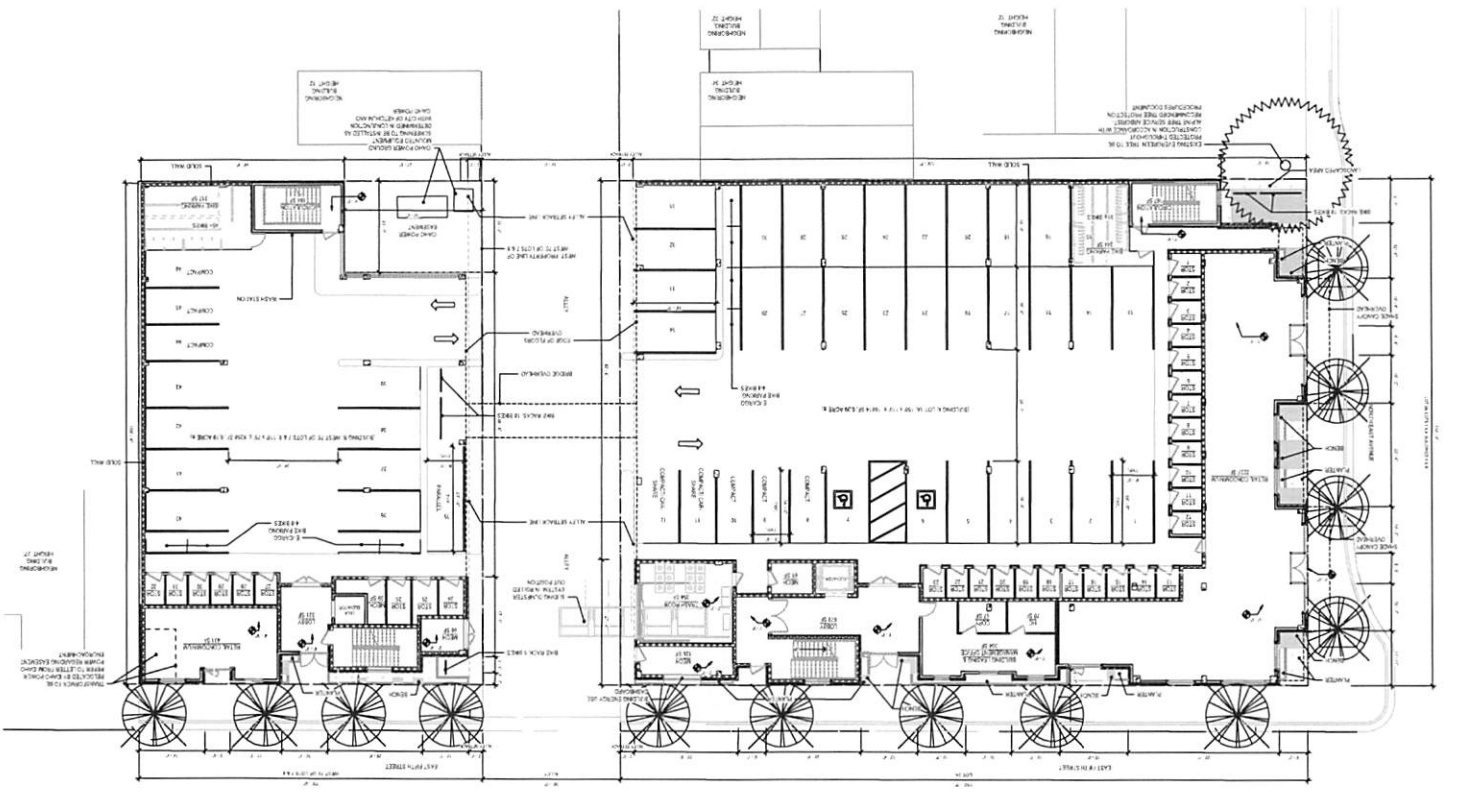
USE & OCCUPANCY CLASSIFICATION

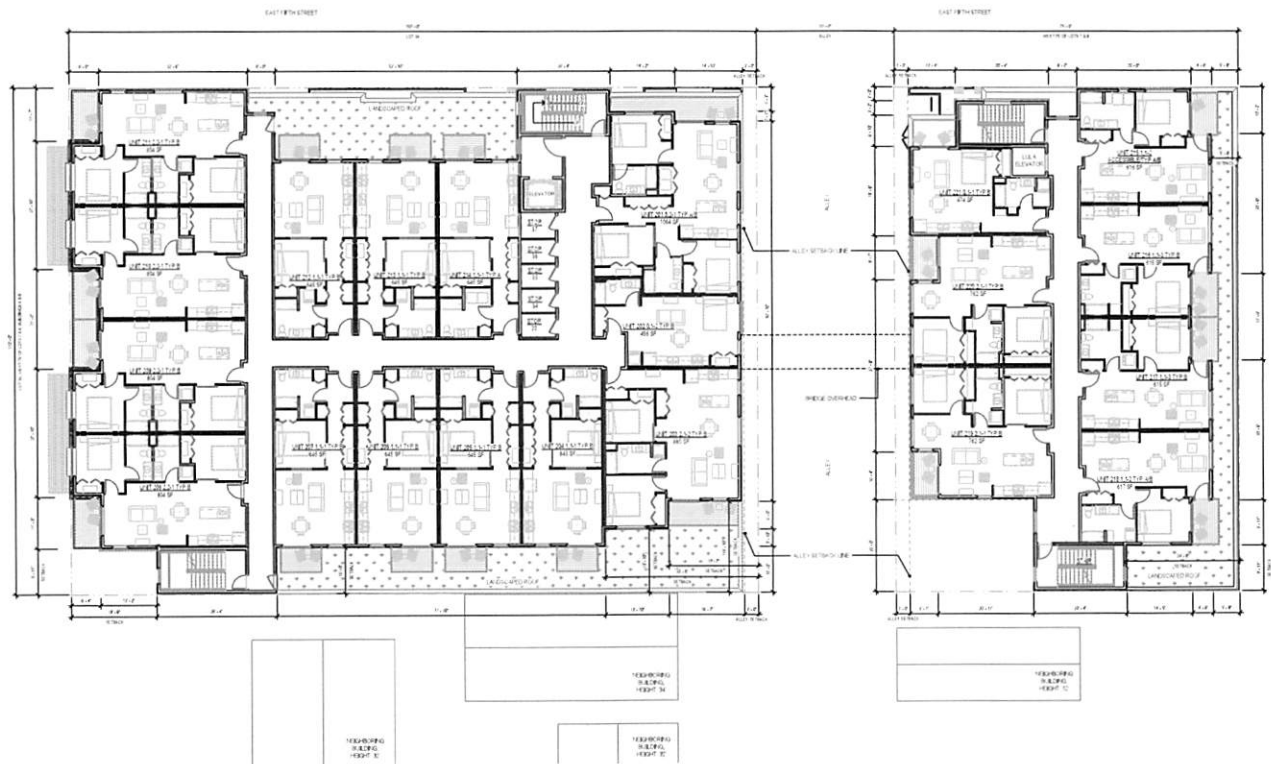
SNOW STORAGE CALCULATION

AND SHALL BE PER SITE

NO SHALL BE ACCORDING TO

APPLICABLE TO BE ACCORDING TO





PROPOSED SECOND FLOOR PLAN

USE & OCCUPANCY CLASSIFICATION

RESIDENTIAL GROUP R-2
STORAGE GROUP S-2

CONSTRUCTION TYPE

CONSTRUCTION TYPE 1ST FLOOR TYPE SA
2ND, 3RD & 4TH FLOOR TYPE U-4

RESIDENTIAL UNIT TYPE KEY

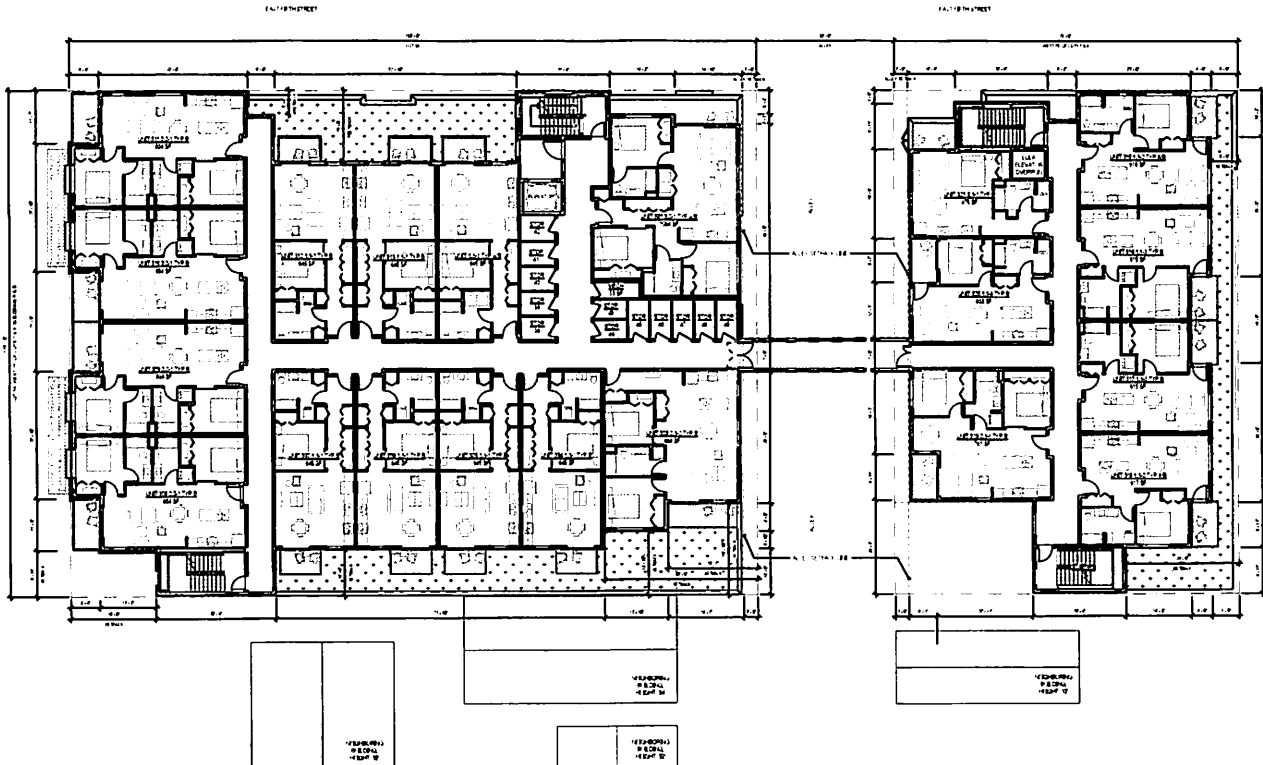
NUMBER OF BEDROOMS (PRIMARY DEFINITION OF TYPE)
NUMBER OF BATHROOMS (SECONDARY DEFINITION OF TYPE)
FLOOR PLAN TYPE & PREVALENCE IN PROJECT
TYPE TYPE WHERE TYPES HAVE EQUAL NUMBERS OF
DIFFERENT FLOOR PLANS NUMBER DOES NOT
NECESSARILY ALSO INDICATE PREVALENCE. 1 INDICATES
MOST PREVALENT, 2 LESS PREVALENT, & SO ON

BLUEBIRD VILLAGE

480 N. EAST AVE.
KETCHUM, ID 83340

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07/07/2021





PROPOSED THIRD FLOOR PLAN

USE & OCCUPANCY CLASSIFICATION

RESIDENTIAL GROUP R-2
STORAGE GROUP S-2

CONSTRUCTION TYPE

CONSTRUCTION TYPE 1ST THROUGH 3RD FLOOR TYPE I-A
3RD, 3RD & 4TH FLOOR TYPE I-B

RESIDENTIAL UNIT TYPE KEY

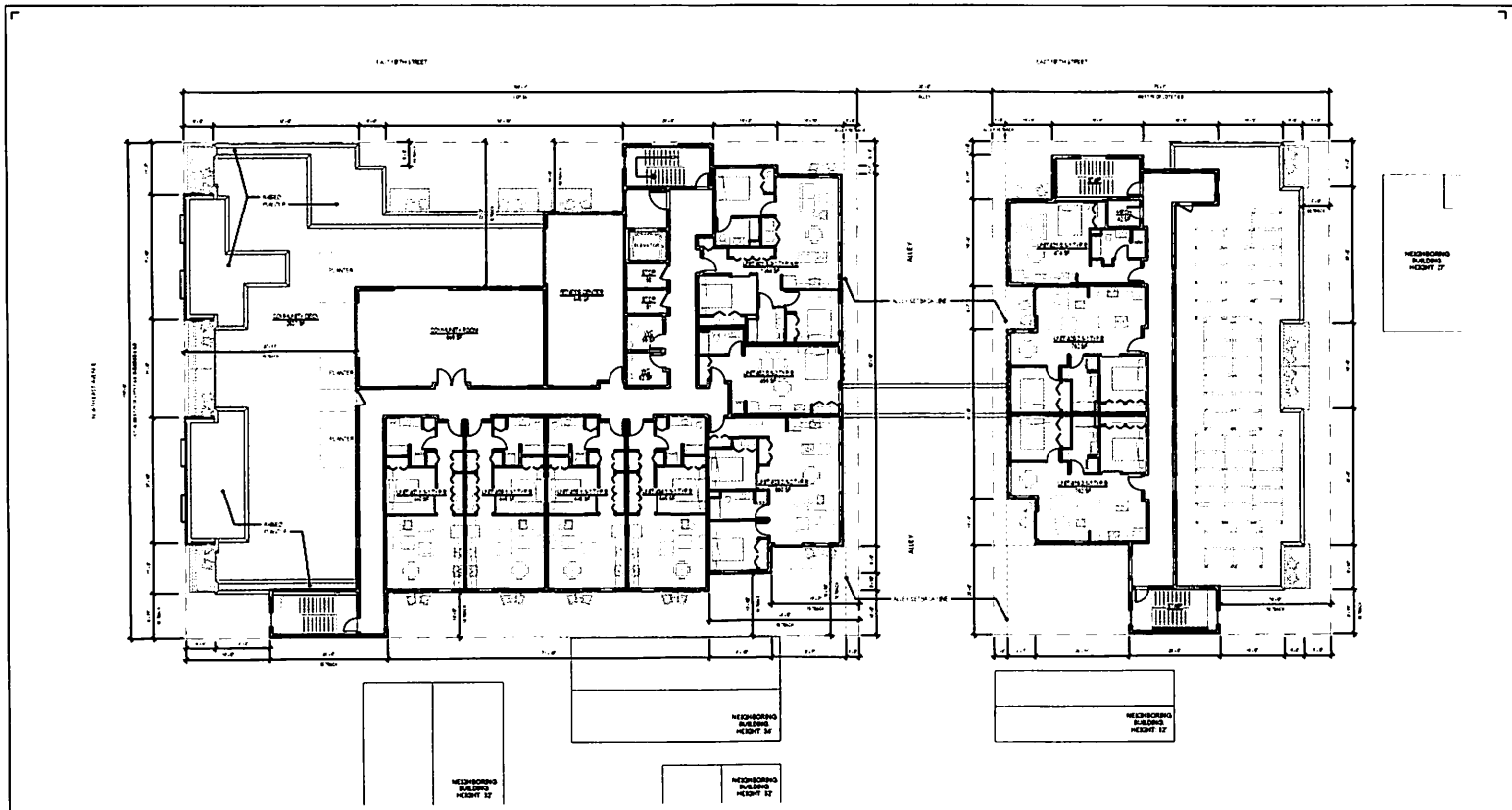
NUMBER OF BEDROOMS (PRIMARY DEFINITION OF TYPE)
NUMBER OF BATHROOMS (SECONDARY DEFINITION OF TYPE)
FLOOR PLAN TYPE & PREVALENCE IN PARENT TYPE
IF R TYPE, WHERE TYPES HAVE EQUAL NUMBERS OF
DIFFERENT FLOOR PLANS, NUMBER DOES NOT
NECESSARILY INDICATE PREVALENCE. † INDICATES
MOST PREVALENT † LEAST PREVALENT & SO ON

BLUEBIRD VILLAGE

480 N. EAST AVE.
KETCHUM, ID 83340

DESIGN REVIEW
07/07/2021





PROPOSED FOURTH FLOOR PLAN

USE & OCCUPANCY CLASSIFICATION

RESIDENTIAL GROUP R-2
 STORAGE GROUP S-2
 ASSEMBLY GROUP A-3

CONSTRUCTION TYPE

CONSTRUCTION TYPE 1ST THROUGH FLOOR TYPE SA
 2ND, 3RD & 4TH FLOOR TYPE 4A

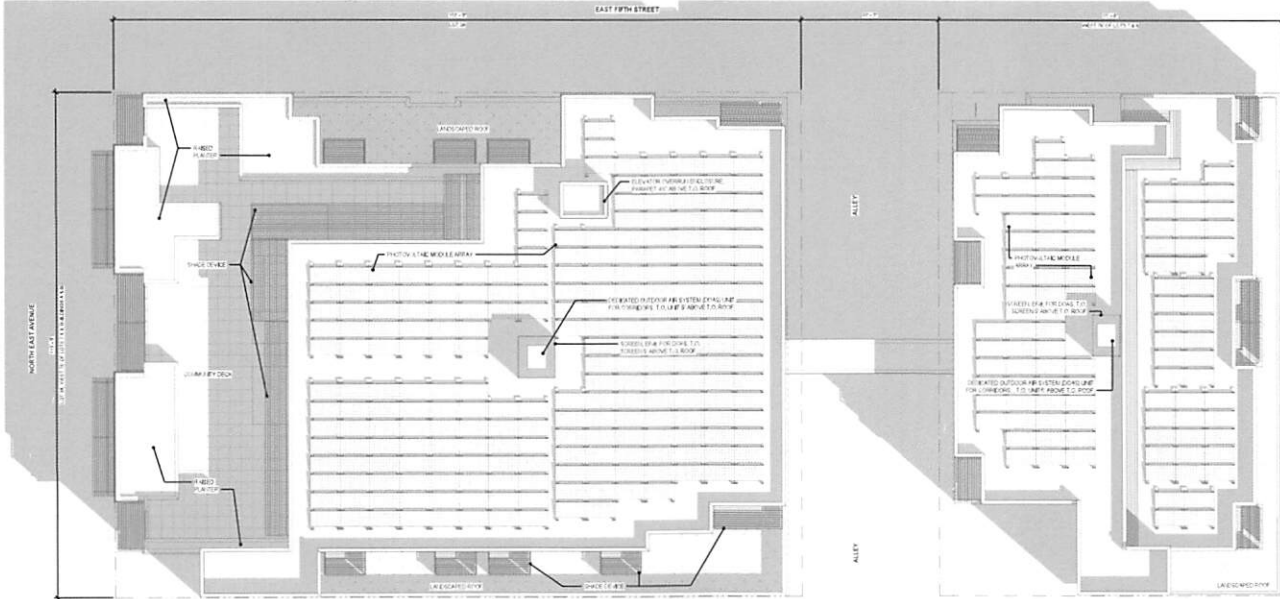
RESIDENTIAL UNIT TYPE KEY

NUMBER OF BEDROOMS - PRIMARY DEFINITION OF TYPE
 NUMBER OF BATHROOMS - SECONDARY DEFINITION OF TYPE
 FLOOR PLAN TYPE & PREVALENCE IN PROJECT
 THIS TYPE - SQUARE TYPES HAVE EQUAL NUMBERS OF
 DIFFERENT FLOOR PLANS. NUMBERS DOES NOT
 NECESSARILY ALSO INDICATE PREVALENCE. † INDICATES
 MOST PREVALENT † LEAST PREVALENT & 30 ON

BLUEBIRD VILLAGE

480 N. EAST AVE.
 KETCHUM, ID 83340
 DESIGN REVIEW
 07/07/2021





NEIGHBORING
BUILDING
HEIGHT 17

NEIGHBORING
BUILDING
HEIGHT 34

NEIGHBORING
BUILDING
HEIGHT 12

NEIGHBORING
BUILDING
HEIGHT 32

NEIGHBORING
BUILDING
HEIGHT 34



PROPOSED ROOF PLAN 9:59 AM JUNE 21, 2021

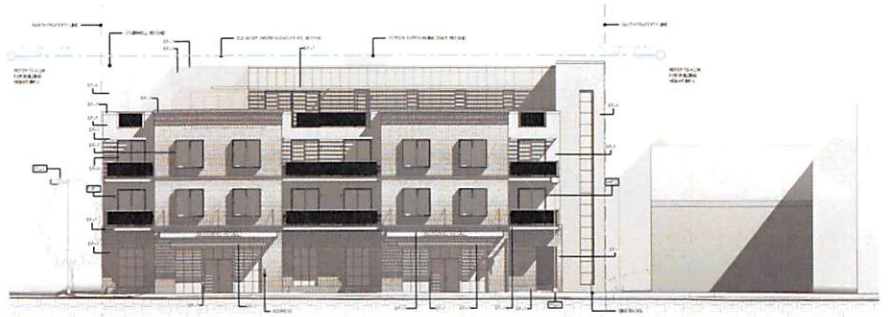
SCALE: 1/8" = 1'-0"

BLUEBIRD VILLAGE

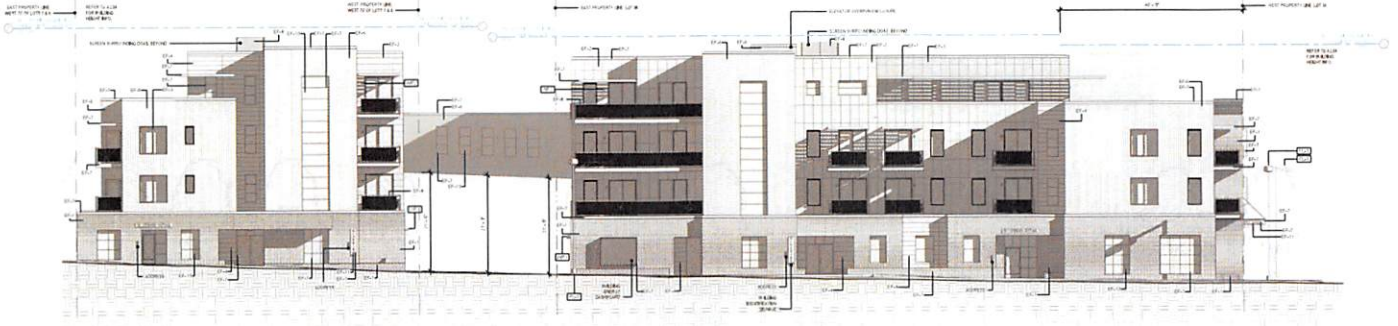
480 N. EAST AVE.
KETCHUM, ID 83340

DESIGN REVIEW
07/07/2021





WEST ELEVATION - NORTH EAST AVENUE 13.00 SEPTEMBER 22, 2021



NORTH ELEVATION - EAST FIFTH STREET 17.00 SEPTEMBER 22, 2021

PROPOSED BUILDING ELEVATIONS - WEST & NORTH

PROPOSED EXTERIOR FINISH TAG USE INSTRUCTIONS & EXAMPLE KEY

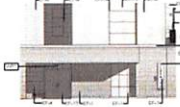
FOR FULL KEY REFER TO SHEET AB-20 AND/OR AB-20E (1/14/17 VERSION)

GENERAL CATEGORY OF INFORMATION
 SPECIFIC TYPE OR INSTANCE

- EF DENOTES EXTERIOR FINISH (A CATEGORY OF INFORMATION)
 - THE NUMBER ASSOCIATED WITH EACH TAG IS ASSIGNED TO A SPECIFIC EXTERIOR FINISH
 - EACH EXTERIOR FINISH IS REPRESENTED BY AN IMAGE OF THE MATERIAL ON SHEETS FOR AB-20 AND AB-20E
 - A PRODUCT OR MATERIAL DESCRIPTION ALSO ACCOMPANIES THE TAG & IMAGE
 - SEE EXAMPLES AT RIGHT
 - IF IT IS POSSIBLE THAT NOT EVERY MATERIAL OR PRODUCT IS ACCOMPANIED BY A TAG HOWEVER ALL THE PRINCIPAL MATERIALS & FINISHES ARE TAGGED.



EXTERIOR FINISH 1 (E.F.1)
 CORTA COLOR RANGE BRICK



PROPOSED EXTERIOR LIGHTING FIXTURE TAG USE INSTRUCTIONS

FOR LIGHTING FIXTURE SCHEDULE & SPEC. SHEETS REFER TO SHEET PSM-22.00

GENERAL CATEGORY OF INFORMATION
 SPECIFIC TYPE OR INSTANCE

- WP DENOTES WALL MOUNTED LIGHT FIXTURE (A CATEGORY OF INFORMATION)
 - THE NUMBER ASSOCIATED WITH EACH TAG IS ASSIGNED TO A SPECIFIC PRODUCT
 - NOT ALL TYPES OF LIGHT FIXTURES ARE SHOWN OR TAGGED ON THE ELEVATIONS.

BLUEBIRD VILLAGE
 480 N. EAST AVE.
 KETCHUM, ID 83340
 DESIGN REVIEW
 08/04/2021





EAST ELEVATION - BUILDING B 19.09. SEPTEMBER 22, 2021



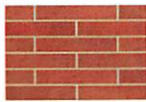
SOUTH ELEVATION 19.10. SEPTEMBER 22, 2021

PROPOSED BUILDING ELEVATIONS - EAST & SOUTH

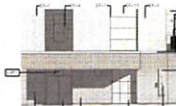
PROPOSED EXTERIOR FINISH TAG USE INSTRUCTIONS & EXAMPLE KEY

FOR FULL KEY REFER TO SHEET A8.09 AND/OR A8.08 (14/17 VERSION)

- GENERAL CATEGORY OF INFORMATION
- SPECIFIC TYPE OR INSTANCE
- EX DENOTES EXTERIOR FINISH (CATEGORY OF INFORMATION)
- THE NUMBER ASSOCIATED WITH EACH TAG IS ASSIGNED TO A SPECIFIC EXTERIOR FINISH
- EACH EXTERIOR FINISH IS REPRESENTED BY AN IMAGE OF THE MATERIAL ON SHEETS FOR A8.09 & A8.08
- EACH IMAGE CARRIES THE TAG NUMBER IS SHOWN BELOW
- A PRODUCT OR MATERIAL DESCRIPTION ALSO ACCOMPANIES THE TAG & IMAGE
- SEE EXAMPLES AT RIGHT
- IF IT IS POSSIBLE THAT NOT EVERY MATERIAL OR PRODUCT IS ACCOMPANIED BY A TAG HOWEVER, ALL THE PRINCIPLE MATERIALS & FINISHES ARE TAGGED.



EXTERIOR FINISH 01 (SEE SPEC. FOR MATERIAL DESCRIPTION & COLOR RANGE SWATCH)



PROPOSED EXTERIOR LIGHTING FIXTURE TAG USE INSTRUCTIONS

FOR LIGHTING FIXTURE SCHEDULE & SPEC. SHEETS REFER TO SHEET FOR E2.09

- GENERAL CATEGORY OF INFORMATION
- SPECIFIC TYPE OR INSTANCE
- WF DENOTES WALL MOUNTED LIGHT FIXTURE (CATEGORY OF INFORMATION)
- THE NUMBER ASSOCIATED WITH EACH TAG IS ASSIGNED TO A SPECIFIC PRODUCT
- NOT ALL TYPES OF LIGHT FIXTURES ARE SHOWN OR TAGGED ON THE ELEVATIONS

BLUEBIRD VILLAGE

480 N. EAST AVE.
KETCHUM, ID 83340

DESIGN REVIEW
08/04/2021





480 N. EAST AVE.
KETCHUM, ID 83340
DESIGN REVIEW
09-04-2021

BLUEBIRD VILLAGE

PROPOSED EXTERIOR LIGHTING FIXTURE TAG USE INSTRUCTIONS
FOR LIGHTING FIXTURE SCHEDULE & SPEC. SHEETS REFER TO SHEET FOR E200

GENERAL CATEGORY OF FINISHES
SPECIFIC TYPE OR FINISH
APPLICABLE FINISH TAGS
LOCATION OF FINISH TAGS
FINISHES ASSIGNED TO A FINISH TAG
THE FINISHES ASSIGNED TO A FINISH TAG
ON ALL TYPES OF LIGHT FIXTURES SHOWN
ON TAGS ON THE ELEVATION.



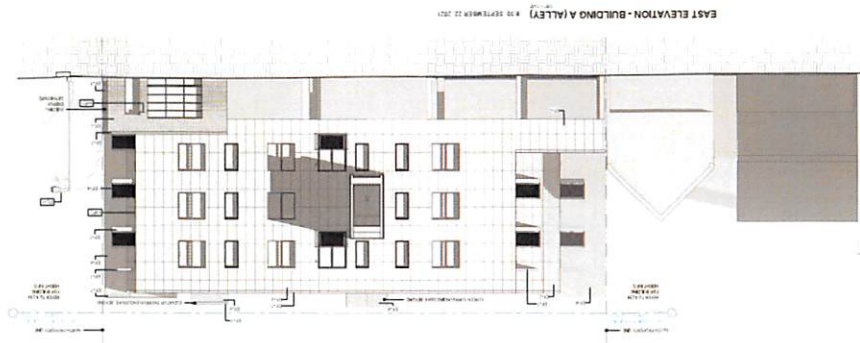
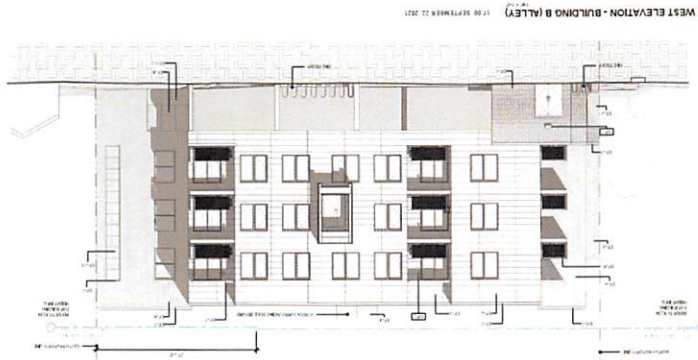
PROPOSED EXTERIOR FINISH TAG USE INSTRUCTIONS & EXAMPLE KEY

GENERAL CATEGORY OF FINISHES
SPECIFIC TYPE OR FINISH
APPLICABLE FINISH TAGS
LOCATION OF FINISH TAGS
FINISHES ASSIGNED TO A FINISH TAG
THE FINISHES ASSIGNED TO A FINISH TAG
ON ALL TYPES OF LIGHT FIXTURES SHOWN
ON TAGS ON THE ELEVATION.

FINISHES ARE TAGGED
ACCOMPANIED BY A TAG HOWEVER ALL THE FINISHES MATERIALS
IS TO BE USED. FINISH TAGS ARE NOT TO BE USED TO INDICATE
FINISHES ARE TAGGED

- THE FINISH TAGS ARE TO BE USED TO INDICATE THE FINISHES TO BE USED ON THE LIGHT FIXTURES.
- THE FINISHES ASSIGNED TO A FINISH TAG ARE TO BE USED ON ALL TYPES OF LIGHT FIXTURES SHOWN ON TAGS ON THE ELEVATION.
- THE FINISHES ASSIGNED TO A FINISH TAG ARE TO BE USED ON ALL TYPES OF LIGHT FIXTURES SHOWN ON TAGS ON THE ELEVATION.
- THE FINISHES ASSIGNED TO A FINISH TAG ARE TO BE USED ON ALL TYPES OF LIGHT FIXTURES SHOWN ON TAGS ON THE ELEVATION.
- THE FINISHES ASSIGNED TO A FINISH TAG ARE TO BE USED ON ALL TYPES OF LIGHT FIXTURES SHOWN ON TAGS ON THE ELEVATION.

PROPOSED BUILDING ELEVATIONS - ALLEY

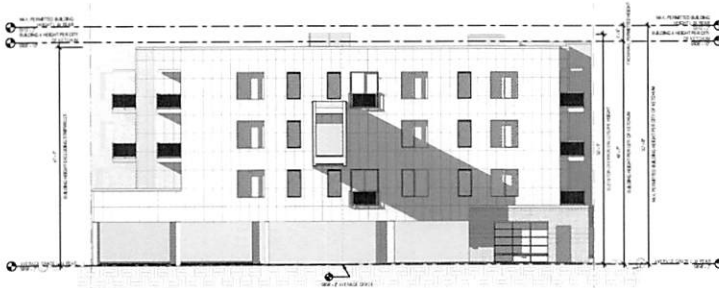




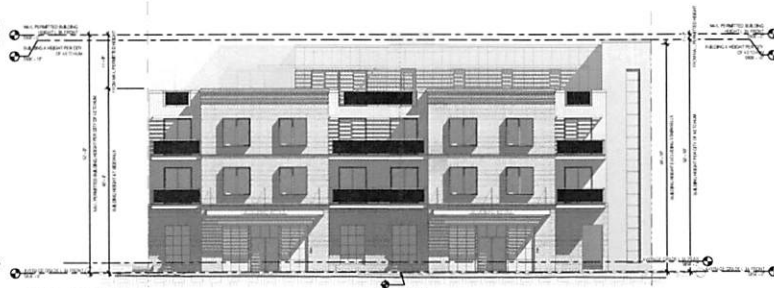
○ BUILDING HEIGHT, REAR LOT LINE
1/8" = 1'-0"



○ BUILDING HEIGHT, FRONT LOT LINE
1/8" = 1'-0"



○ BUILDING HEIGHT, REAR LOT LINE
1/8" = 1'-0"



○ BUILDING HEIGHT, FRONT LOT LINE
1/8" = 1'-0"

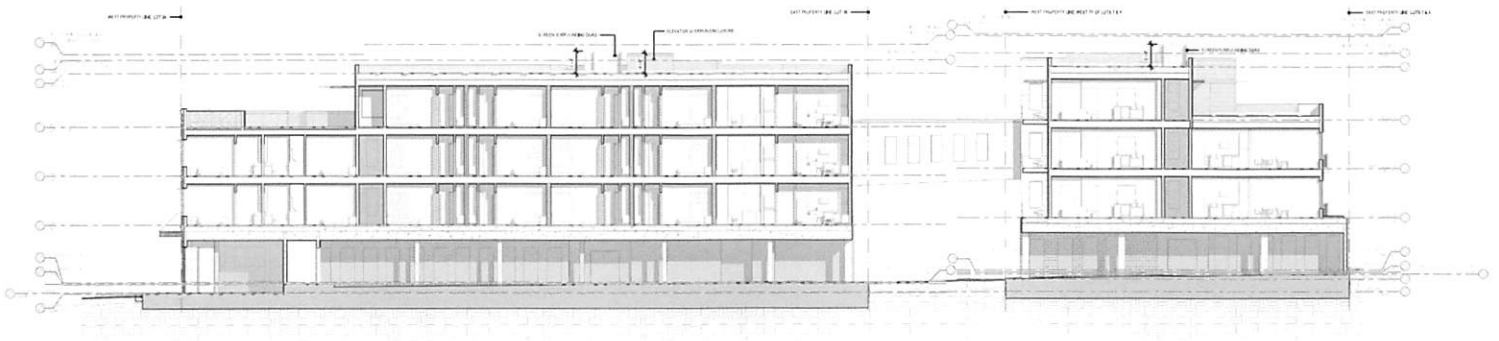
BUILDING HEIGHTS

BLUEBIRD VILLAGE

480 N. EAST AVE.
KETCHUM, ID 83340

DESIGN REVIEW
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PROPOSED LONGITUDINAL SECTION

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

BLUEBIRD VILLAGE

480 N. EAST AVE.
KETCHUM, ID 83340

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4TH FLOOR
 BUILDING A TOTAL AREA FACTORED INTO GROSS F.A.R. CALCULATION: 4998 SF
 BUILDING B TOTAL AREA FACTORED INTO GROSS F.A.R. CALCULATION: 2714 SF
 BUILDING A TOTAL AREA FACTORED INTO NET F.A.R. CALCULATION: 4883 SF
 BUILDING B TOTAL AREA FACTORED INTO NET F.A.R. CALCULATION: 2673 SF



3RD FLOOR
 BUILDING A TOTAL AREA FACTORED INTO GROSS F.A.R. CALCULATION: 12010 SF + 113 SF = 12123 SF
 BUILDING B TOTAL AREA FACTORED INTO GROSS F.A.R. CALCULATION: 5338 SF + 113 SF = 5451 SF
 BUILDING A TOTAL AREA FACTORED INTO NET F.A.R. CALCULATION: 11904 SF
 BUILDING B TOTAL AREA FACTORED INTO NET F.A.R. CALCULATION: 4433 SF



2ND FLOOR
 BUILDING A TOTAL AREA FACTORED INTO GROSS F.A.R. CALCULATION: 12618 SF
 BUILDING B TOTAL AREA FACTORED INTO GROSS F.A.R. CALCULATION: 5331 SF
 BUILDING A TOTAL AREA FACTORED INTO NET F.A.R. CALCULATION: 12509 SF
 BUILDING B TOTAL AREA FACTORED INTO NET F.A.R. CALCULATION: 4923 SF



GROUND FLOOR
 BUILDING A PARKING (NOT USED) TOTAL AREA FACTORED INTO GROSS F.A.R. CALCULATION: 1674 SF + 988 SF = 2662 SF
 BUILDING A TOTAL AREA FACTORED INTO GROSS F.A.R. CALCULATION: 1488 SF + 526 SF = 2014 SF
 BUILDING B TOTAL AREA FACTORED INTO NET F.A.R. CALCULATION: 988 SF
 BUILDING B TOTAL AREA FACTORED INTO NET F.A.R. CALCULATION: 784 SF

FLOOR AREA + FLOOR AREA RATIO

FLOOR AREA RATIO, GROSS

BUILDING A	
SITE AREA	110' x 150' = 16500 SF
NET AREA	110' x 150' = 16500 SF
BUILDING A GROSS AREA (INCLUDING PARKING)	
GROUND FLOOR	1488 SF
2ND FLOOR	12618 SF
3RD FLOOR	12010 SF
4TH FLOOR	4998 SF
TOTAL	41104 SF
41104 SF ÷ 16500 SF = 2.49 F.A.R.	

BUILDING B	
SITE AREA	110' x 150' = 16500 SF
NET AREA	110' x 150' = 16500 SF
BUILDING B GROSS AREA (INCLUDING PARKING)	
GROUND FLOOR	988 SF
2ND FLOOR	5331 SF
3RD FLOOR	5451 SF
4TH FLOOR	2714 SF
TOTAL	14484 SF
14484 SF ÷ 16500 SF = 0.88 F.A.R.	

FLOOR AREA RATIO, NET

BUILDING A	
SITE AREA	110' x 150' = 16500 SF
NET AREA	110' x 150' = 16500 SF
BUILDING A NET AREA	
GROUND FLOOR	2014 SF
2ND FLOOR	12509 SF
3RD FLOOR	11904 SF
4TH FLOOR	4883 SF
TOTAL	31710 SF
31710 SF ÷ 16500 SF = 1.92 F.A.R.	

BUILDING B	
SITE AREA	110' x 150' = 16500 SF
NET AREA	110' x 150' = 16500 SF
BUILDING B NET AREA	
GROUND FLOOR	784 SF
2ND FLOOR	4923 SF
3RD FLOOR	4433 SF
4TH FLOOR	2673 SF
TOTAL	12813 SF
12813 SF ÷ 16500 SF = 0.78 F.A.R.	



BLUEBIRD VILLAGE

480 N. EAST AVE.
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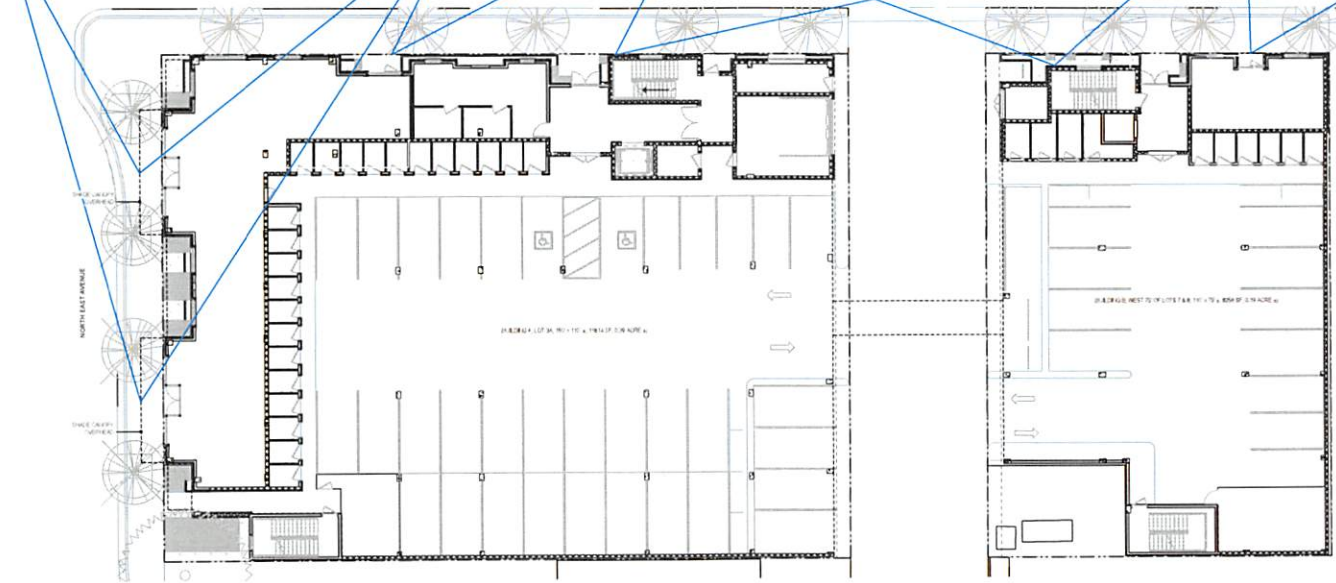


RETAIL SIGNAGE - AWNING

RETAIL SIGNAGE - WALL

BUILDING IDENTIFICATION SIGNAGE - WALL

RETAIL SIGNAGE - WALL



PROPOSED MASTER SIGNAGE PLAN

EXTERIOR SIGNAGE INFORMATION, FACTORS, & CALCULATIONS

SIGNAGE MATERIALS AND COLORS
 SIGNTYPE: PAINTED
 FINISH: PAINTED BLUE or POWDER COATED BLUE
 or CLEAR PROTECTIVE COAT
 FINISHERS AS REQUIRED
SIGNAGE FONT
 18PT PAVILION GOTHIC AS SHOWN



BUILDING A LOT 3A STREET FRONTAGE EAST AVENUE
 SIGN TYPE: RETAIL
 AWNING
 AREA/HEIGHT LIMITATIONS OF AWNING SIGNAGE
 16'0" Lx 11'0" Deep (Storage: 1 16'0" x 11'0" window, 16'0" x 11'0" window, 16'0" x 11'0" window)
 Height: 8'0" or less (Height of 8'0" or less)
 Limit Per Panel: 2 Faces Each
 ALL SIGNS HEIGHT PROPOSED FOR AWNING SIGNAGE
 8 Sign @ 11'0" Lx 11'0" = 8 Sign @ 11'0" x 11'0" (11'0" x 11'0")
 8 SIGNS EACH 4' x 7' = 4 Sign @ 4' x 7' = 16 Sign
 2 SIGNS EACH 16' x 7' = 16 Sign @ 16' x 7' = 22 Sign
 TOTAL SIGNAGE AREA = 11'0" x 11'0" = 121 Sign
 SIGNAGE AREA per AWNING = 121 Sign

BUILDING A LOT 3A STREET FRONTAGE 7TH STREET
 SIGN TYPE: WALL
 RETAIL
 WALL BUILDING IDENTIFICATION
 AREA/HEIGHT LIMITATIONS OF WALL SIGNAGE
 10'0" Lx 10'0" Deep (Storage: 1 10'0" x 10'0" window, 10'0" x 10'0" window, 10'0" x 10'0" window)
 2 Sign Per Panel Per Side
 AREA/HEIGHT LIMITATIONS PROPOSED FOR WALL SIGNAGE
 4 Sign @ 10'0" Lx 10'0" = 4 Sign @ 10'0" x 10'0" (10'0" x 10'0")
 1 SIGN 8' x 7' = 8 Sign
 1 SIGN 8' x 7' = 8 Sign
 TOTAL SIGNAGE AREA, WALL SIGNAGE, RETAIL & BUILDING ID.
 8 Sign @ 10'0" x 10'0" = 80 Sign, or more, and 16 Sign

BUILDING B LOT 3B STREET FRONTAGE 7TH STREET
 SIGN TYPE: WALL
 RETAIL
 WALL BUILDING IDENTIFICATION
 AREA/HEIGHT LIMITATIONS OF WALL SIGNAGE
 10'0" Lx 10'0" Deep (Storage: 1 10'0" x 10'0" window, 10'0" x 10'0" window, 10'0" x 10'0" window)
 2 Sign Per Panel Per Side
 AREA/HEIGHT LIMITATIONS PROPOSED FOR WALL SIGNAGE
 4 Sign @ 10'0" Lx 10'0" = 4 Sign @ 10'0" x 10'0" (10'0" x 10'0")
 1 SIGN 8' x 7' = 8 Sign
 1 SIGN 8' x 7' = 8 Sign
 TOTAL SIGNAGE AREA, WALL & BUILDING IDENTIFICATION
 8 Sign @ 10'0" x 10'0" = 80 Sign, or more, and 16 Sign

BLUEBIRD VILLAGE

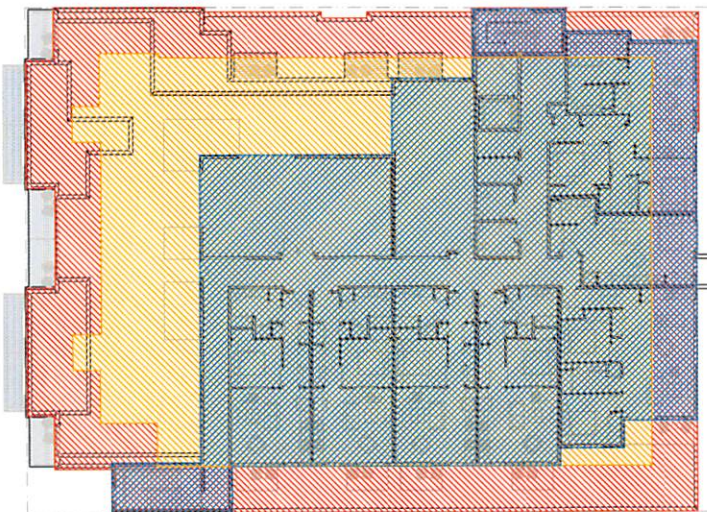
480 N. EAST AVE.
 KETCHUM, ID 83340

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NORTH EAST AVENUE

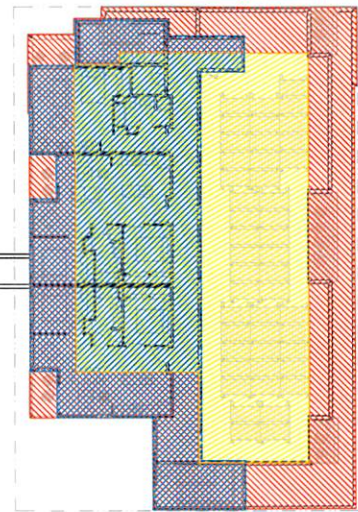
EAST FIFTH STREET



- 10' SETBACK FROM GROUND FLOOR BUILDING EDGE - AREA = 4993 SF
- AREA WITHIN 10' SETBACK FROM GROUND FLOOR BUILDING EDGE = 10996 SF
- PROPOSED 4th FLOOR AREA = 9110 SF
- PROPOSED 4th FLOOR AREA UNDER PERMITTED = 10985 SF - 9110 SF = 1875 SF

ALLEY

ALLEY



- 10' SETBACK FROM GROUND FLOOR BUILDING EDGE - AREA = 3179 SF
- AREA WITHIN 10' SETBACK FROM GROUND FLOOR BUILDING EDGE = 4028 SF
- PROPOSED 4th FLOOR AREA = 3493 SF
- PROPOSED 4th FLOOR AREA UNDER PERMITTED = 4028 SF - 3493 SF = 535 SF

FOURTH FLOOR SETBACK FROM GROUND FLOOR BUILDING EDGE, PER PROPOSED CODE TEXT AMENDMENT

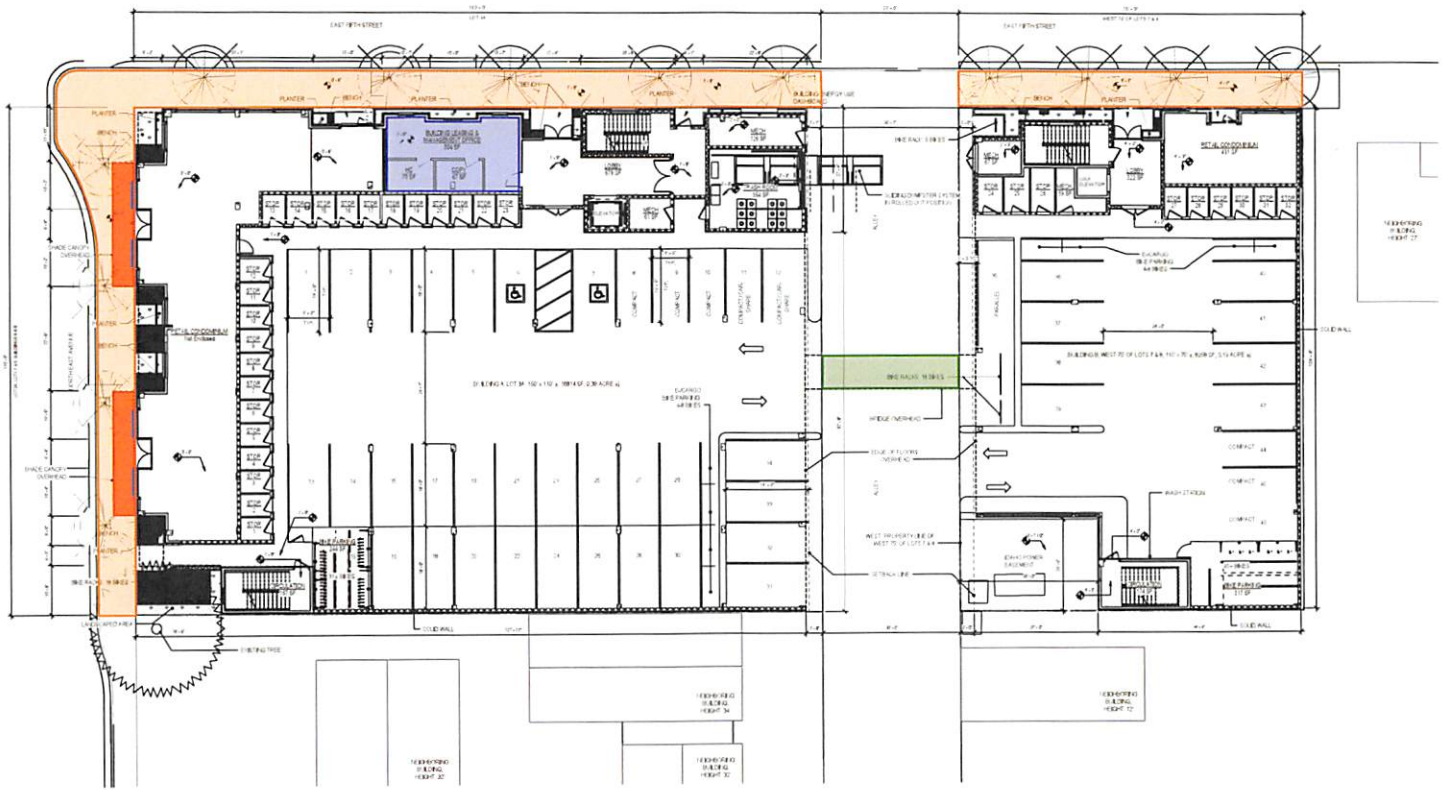
SCALE 1/8" = 1'-0"

BLUEBIRD VILLAGE

480 N. EAST AVE.
KETCHUM, ID 83340

DESIGN REVIEW
08/04/2021





RIGHT OF WAY ENCROACHMENT + CONDITIONAL USE PLAN

RIGHT OF WAY ENCROACHMENT

- METAL SOLAR SHADES - 6-FOOT ENCROACHMENT AT EAST AVENUE
- 3/8" x 6" STEEL WINDOW SURROUND/SHADE BOX - 6-INCH ENCROACHMENT AT EAST AVENUE
- HYDRONIC SNOWMELT IN SIDEWALKS AT EAST AVENUE AND 5TH STREET
- PEDESTRIAN BRIDGE - 21-FEET ABOVE ALLEY

CONDITIONAL USE

- OFFICE SPACE AT GROUND LEVEL - 441 SF

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

BLUEBIRD VILLAGE
 480 N. EAST AVE.
 KETCHUM, ID 83340
 DESIGN REVIEW
 08/04/2021





WEST ELEVATION - NORTH EAST AVENUE 12:45 PM SEPTEMBER 22, 2021



NORTH ELEVATION - EAST FIFTH STREET 4:01 PM SEPTEMBER 22, 2021

RIGHT OF WAY ENCROACHMENT + CONDITIONAL USE ELEVATIONS

RIGHT OF WAY ENCROACHMENT

- METAL SOLAR SHADES - 6-FOOT ENCROACHMENT AT EAST AVENUE
- 3/8" x 6" STEEL WINDOW SURROUND/SHADE BOX - 6-INCH ENCROACHMENT AT EAST AVENUE
- HYDRONIC SNOWMELT IN SIDEWALKS AT EAST AVENUE AND 5TH STREET
- PEDESTRIAN BRIDGE - 21-FEET ABOVE ALLEY

CONDITIONAL USE

- OFFICE SPACE AT GROUND LEVEL - 441 SF

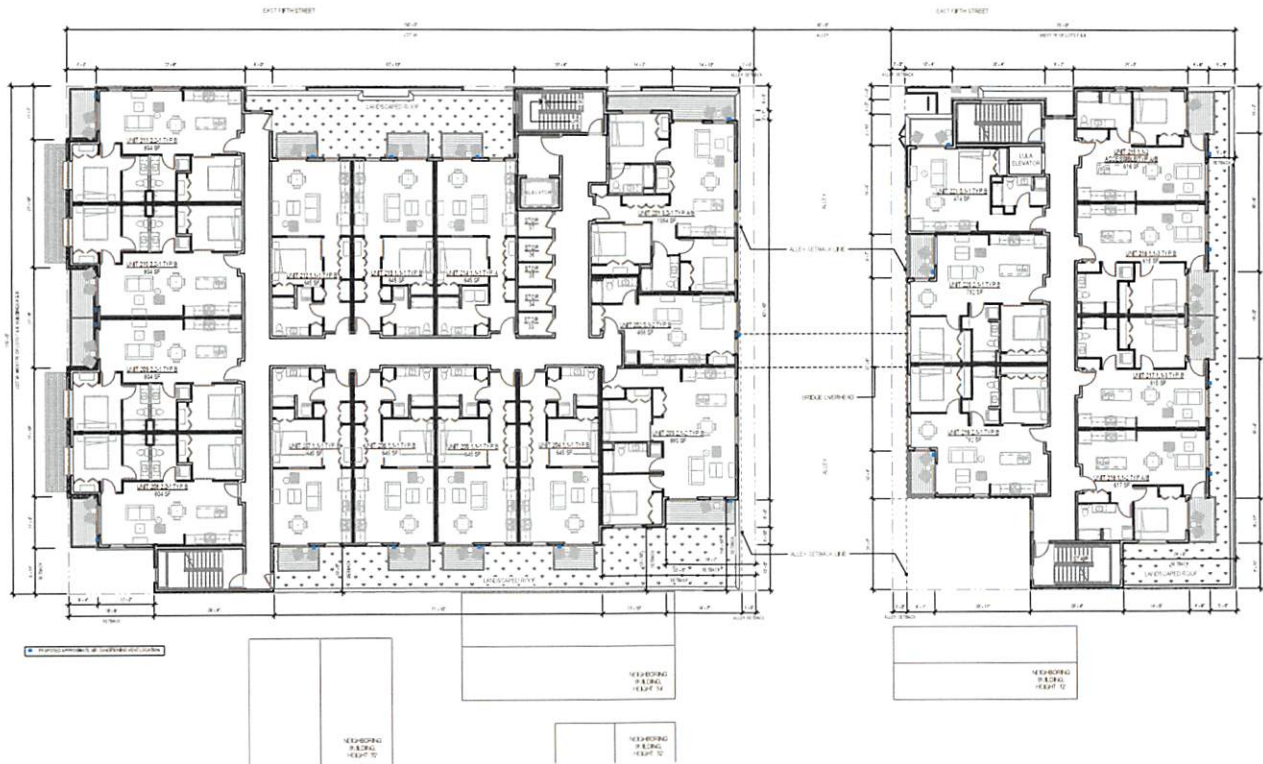
SCALE: 1/8" = 1'-0"

BLUEBIRD VILLAGE

480 N. EAST AVE.
KETCHUM, ID 83340

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FRESH AIR (AC PORT) VENT PLAN, TYPICAL FLOOR



BLUEBIRD VILLAGE

480 N. EAST AVE.
KETCHUM, ID 83340

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PROPOSED SECOND FLOOR PLAN

USE & OCCUPANCY CLASSIFICATION

RESIDENTIAL GROUP R-2
STORAGE GROUP S-2

RESIDENTIAL UNIT TYPE KEY

NUMBER OF BEDROOMS (PRIMARY DEFINITION OF TYPE)
NUMBER OF BATHROOMS (SECONDARY DEFINITION OF TYPE)
FLOOR PLAN TYPE & PREVALENCE IN PROJECT
THIS TYPE WHERE TYPES HAVE EQUAL NUMBERS OF
DIFFERENT FLOOR PLANS NUMBER DOES NOT
NECESSARILY ALSO INDICATE PREVALENCE 1 INDICATES
MOST PREVALENT, 2 LESS PREVALENT & SO ON.

RESIDENTIAL UNIT TYPE COLOR CODE KEY

- 1 BEDROOM UNITS
- 2 BEDROOM UNITS
- 3 BEDROOM UNITS
- STUDIO UNITS

BLUEBIRD VILLAGE

480 N. EAST AVE.
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EAST 10TH STREET

EAST 10TH STREET

WINDMILL AVENUE

ALLEY

ALLEY



PROPOSED THIRD FLOOR PLAN

USE & OCCUPANCY CLASSIFICATION

RESIDENTIAL GROUP R-2
STORAGE GROUP S-2

RESIDENTIAL UNIT TYPE KEY

NUMBER OF BEDROOMS (PRIMARY DEFINITION OF TYPE)
NUMBER OF BATHROOMS (SECONDARY DEFINITION OF TYPE)
FLOOR PLAN TYPE & PREVALENCE IN PROJECT
*SEE TYPE WHERE TYPES HAVE EQUAL NUMBERS OF
DIFFERENT FLOOR PLANS. NUMBER DOES NOT
NECESSARILY ALSO INDICATE PREVALENCE. †INDICATES
MOST PREVALENT, ‡LEAST PREVALENT, & §O.G.A.

RESIDENTIAL UNIT TYPE COLOR CODE KEY

- 1 BEDROOM UNITS
- 2 BEDROOM UNITS
- 3 BEDROOM UNITS
- STUDIO UNITS

BLUEBIRD VILLAGE

480 N. EAST AVE.
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EAST 17TH STREET

EAST 17TH STREET

NORTH EAST CORNER



PROPOSED FOURTH FLOOR PLAN

USE & OCCUPANCY CLASSIFICATION

RESIDENTIAL GROUP R-2
STORAGE GROUP S-2
ASSEMBLY GROUP A-1

RESIDENTIAL UNIT TYPE KEY

NUMBER OF BEDROOMS (PRIMARY DEFINITION OF TYPE)
NUMBER OF BATHROOMS (SECONDARY DEFINITION OF TYPE)
FLOOR PLAN TYPE & PREVALENCE IN PROJECT
TYPE TYPE, WHERE TYPES HAVE EQUAL NUMBERS OF
DIFFERENT FLOOR PLANS, NUMBER DOES NOT
NECESSARILY ALSO INDICATE PREVALENCE. 1 INDICATES
MOST PREVALENT, 2, LESS PREVALENT & SO ON.

RESIDENTIAL UNIT TYPE COLOR CODE KEY

- 1 BEDROOM UNITS
- 2 BEDROOM UNITS
- 3 BEDROOM UNITS
- STUDIO UNITS

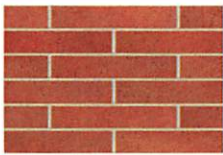
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BLUEBIRD VILLAGE

480 N. EAST AVE.
KETCHUM, ID 83340

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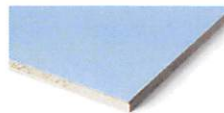
EXTERIOR FINISH 1 (EF-1):
LONG FORMAT NORMAN ROMAN TERRA
COTTA COLOR RANGE BRICK, EXACT
PRODUCT & COLOR TBD



EXTERIOR FINISH 2 (EF-2):
FIBER CEMENT PANEL, AMERICAN FIBER
CEMENT CORPORATION,
CEMERT PATINA 050 GRAPHITE



EXTERIOR FINISH 3 (EF-3):
FIBER CEMENT PANEL, AMERICAN FIBER
CEMENT CORPORATION,
CEMERT PATINA 050 GRAPHITE



EXTERIOR FINISH 4 (EF-4):
FIBER CEMENT PANEL, AMERICAN FIBER
CEMENT CORPORATION,
CEMERT COVER OSLO



EXTERIOR FINISH 5 (EF-5):
WEATHERED WOOD BOARD, VERTICAL,
EXACT PRODUCT TBD



EXTERIOR FINISH 6 (EF-6):
CORRUGATED METAL, VERTICAL SIDING,
DARK, EXACT PRODUCT & COLOR OR FINISH
TBD



EXTERIOR FINISH 7 (EF-7):
BLACKENED OR BLACK PROTECTIVE FINISH
COATED METAL, STEEL, ALUMINUM OR
OTHER, EXACT TONE OF BLACK TBD & MAY
VARY



EXTERIOR FINISH 8 (EF-8):
BLACKENED OR BLACK PROTECTIVE FINISH
COATED PERFORATED METAL, STEEL,
ALUMINUM, OR OTHER, EXACT TONE OF
BLACK TBD & MAY VARY, SPECS OF
PERFORATED METAL TBD



EXTERIOR FINISH 9 (EF-9):
MILGARD WINDOWS BLACK VINYL



EXTERIOR FINISH 10 (EF-10):
GLASS, SPECIFIC TYPE(S) TBD
ALSO PICTURED, EF-7 & STOREFRONT
WINDOW & DOOR SYSTEM & STAIRWELL &
CORRIDOR WINDOW SYSTEM, EXACT
PRODUCT TBD



EF-9 & EF-10
MILGARD STYLELINE SERIES V250
CASEMENT WINDOW, PICTURE WINDOW
SHOWN BETWEEN TWO CASEMENT
WINDOWS



EF-9 & EF-10
MILGARD STYLELINE SERIES V250 PICTURE
WINDOW



EF-9 & EF-10
MILGARD TRINISIC SERIES V300 PATIO
(SLIDING) DOOR



EXTERIOR FINISH 11 (EF-11):
BLUE POWDER COATED METAL, STEEL OR
OTHER, LIMITED TO SIGNAGE, EXACT COLOR
TBD



EXTERIOR FINISH 12 (EF-12):
GRAY STUCCO, LIMITED TO INTERIOR LOT
LINE GROUND FLOOR WALLS, EXACT
PRODUCT & TONE TBD

PROPOSED EXTERIOR FINISHES

BLUEBIRD VILLAGE

480 N. EAST AVE.
KETCHUM, ID 83340

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PROPOSED SW CORNER VIEW



BLUEBIRD VILLAGE

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KETCHUM, ID 83340

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PROPOSED EAST AVENUE FACADE



BLUEBIRD VILLAGE

480 N. EAST AVE.
KETCHUM, ID 83340

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PROPOSED NW CORNER VIEW



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PROPOSED FIFTH STREET FACADE



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PROPOSED NE CORNER VIEW



BLUEBIRD VILLAGE

480 N. EAST AVE.
KETCHUM, ID 83340

DESIGN REVIEW
07/07/2021





PROPOSED SE CORNER VIEW

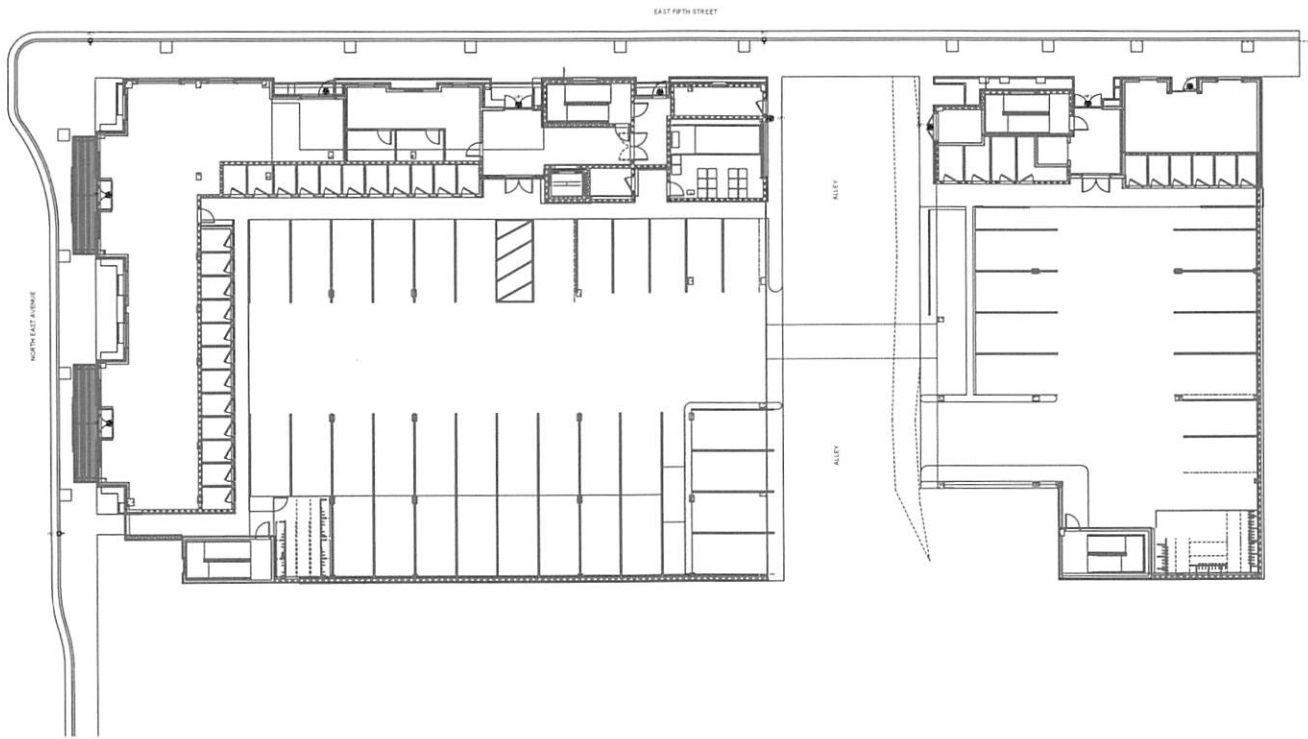


BLUEBIRD VILLAGE

480 N. EAST AVE.
KETCHUM, ID 83340

DESIGN REVIEW
07/07/2021





ELECTRICAL SITE PLAN

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

NO.	DATE	REVISION
1		
2		
3		
4		

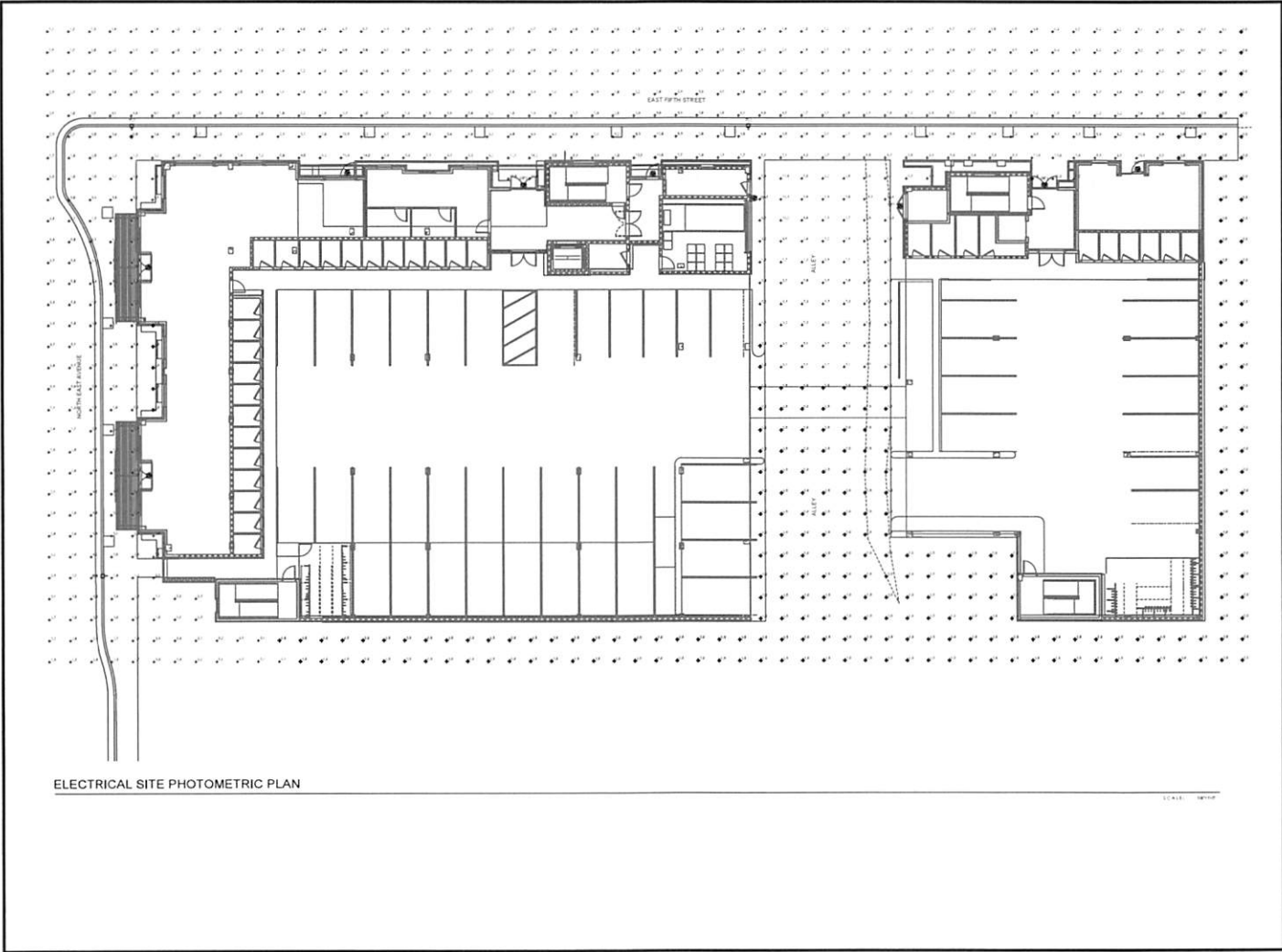
MUSGROVE
ENGINEERING, P.A.
242 Bluebird Village
Ketchum, ID 83340
Phone: 208-755-1111
Fax: 208-755-1112
www.musgrove.com
OFFICE OF ENGINEERING



BLUEBIRD VILLAGE
480 N. EAST AVE.
KETCHUM, ID 83340

DATE	NO.	REVISION
11/11/11	1	ISSUE FOR PERMIT
11/11/11	2	REVISED PER COMMENTS
11/11/11	3	REVISED PER COMMENTS
11/11/11	4	REVISED PER COMMENTS
11/11/11	5	REVISED PER COMMENTS
11/11/11	6	REVISED PER COMMENTS
11/11/11	7	REVISED PER COMMENTS
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11/11/11	10	REVISED PER COMMENTS

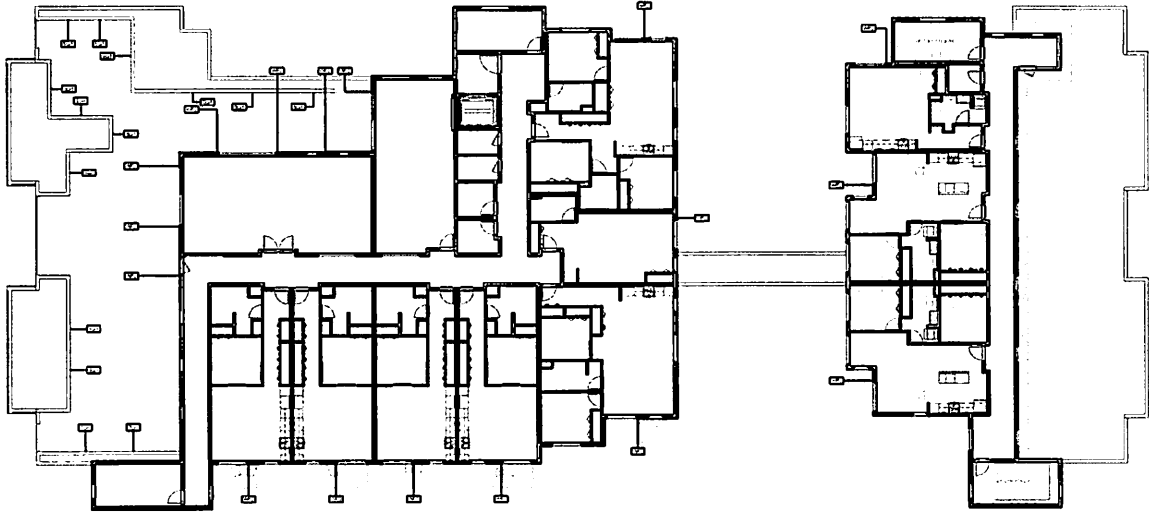
E1.00



NO.	DATE	REVISION

MUSGROVE
ENGINEERING, P.A.
2947
1000 N. EAST AVE. 480 N. EAST AVE.
KETCHUM, ID 83340 KETCHUM, ID 83340
PH: 208.338.1111 FAX: 208.338.1112
WWW.MUSGROVE-PA.COM STATE OF IDAHO REGISTERED ENGINEERS

PROJECT	BLUEBIRD VILLAGE
CLIENT	480 N. EAST AVE.
DATE	KETCHUM, ID 83340
SCALE	E1.01



4TH FLOOR EXTERIOR LIGHTING PLAN

NO.	REVISION

MUSGROVE
ENGINEERING, P.A.
214 N. 10TH ST.
KETCHIKAN, ALASKA 99901
907.549.2222
WWW.MUSGROVEENGINEERING.COM



BLUEBIRD VILLAGE
480 N. EAST AVE.
KETCHIKAN, ID 83340

NO.	REVISION

E1.10

TYPE	DESCRIPTION	QTY	UNIT	NOTE	DATE & LOCATION	BY	DATE
PL1	RECESSED DOWN LIGHT - 4" DIA. (4000K) - 1000LM	100	EA	1000LM, 4000K, 4" DIA.	10/20/2020	JM	10/20/2020
SL1	RECESSED DOWN LIGHT - 4" DIA. (4000K) - 1000LM	100	EA	1000LM, 4000K, 4" DIA.	10/20/2020	JM	10/20/2020
WP1	RECESSED DOWN LIGHT - 4" DIA. (4000K) - 1000LM	100	EA	1000LM, 4000K, 4" DIA.	10/20/2020	JM	10/20/2020
WP2	RECESSED DOWN LIGHT - 4" DIA. (4000K) - 1000LM	100	EA	1000LM, 4000K, 4" DIA.	10/20/2020	JM	10/20/2020

PROPOSED STAIRWELL LIGHT
Beam 4 - Wall mount - Direct / Indirect

Technical drawing of a wall-mounted light fixture. It includes a perspective view, a top-down view showing the mounting bracket, and a side view showing the depth of the fixture. Dimensions are provided for the mounting hole diameter, fixture depth, and overall width. The drawing is labeled 'Beam 4 - Wall mount - Direct / Indirect'.

PL1
NXT SERIES

WST LED
Architectural Flood Lighting

WP1

WP2

Technical specifications and product information for the PL1, WP1, and WP2 lighting fixtures. The PL1 section includes details on beam spread, mounting height, and luminaire output. The WST LED section describes the flood lighting capabilities. The WP1 and WP2 sections provide details on the recessed downlight fixtures, including their mounting and beam characteristics.

MUSGROVE ENGINEERING, P.A.
1115 S. Washington Way
Suite 100
Ketchum, ID 83340
www.musgrove.com

MEMORANDUM

To: **Michael City Associates, Architects PC**
From: **Musgrove Engineering, P.A.**
Subject: **BLUENOTE**

RE: Blue Lighting Analysis

The information that the exterior walls of the BLUENOTE has some level of glass and there is concern to find the amount of light that is transmitted outside the building for lighting in the work.

I should be noted that the extent and type of glass is different from the building and a certain level of lighting is required for the path of ingress to meet the requirements of the life safety code.

Since the lighting in the interior is part of the life safety requirements, they are typically not considered in a lighting or level of light.

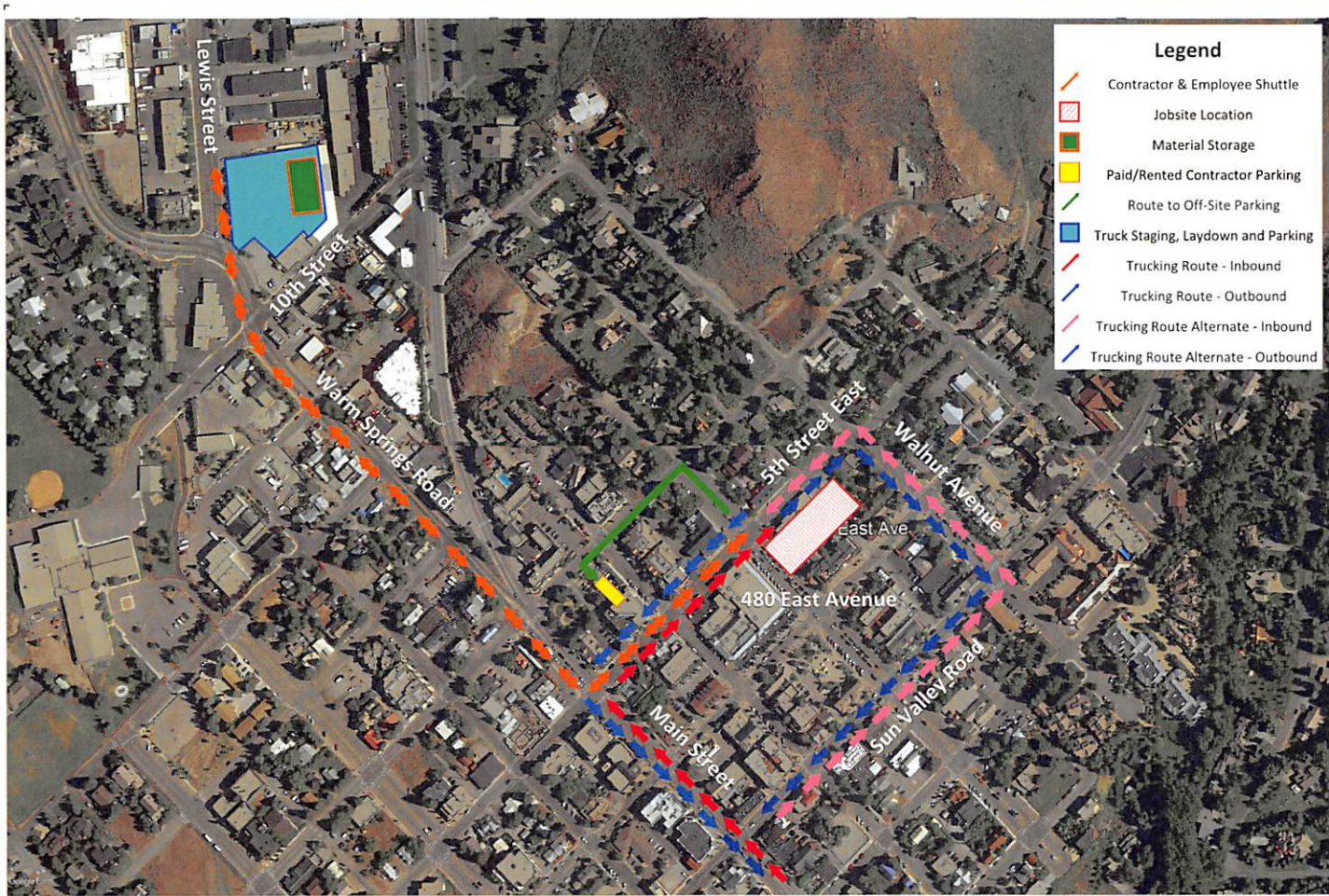
The report will be in the form of a report. I will provide a summary of the findings and a recommendation on the level of light. These values will not be exceeded in any light or in any direction and all light on the floor and stair treads.

The amount of glass on the exterior has been reduced from the original amount of glass in the area.

MUSGROVE ENGINEERING, P.A.
1115 S. Washington Way
Suite 100
Ketchum, ID 83340
www.musgrove.com

BLUENOTE VILLAGE
480 N. EAST AVE.
KETCHUM, ID 83340

E2.00



Legend

- Contractor & Employee Shuttle
- Jobsite Location
- Material Storage
- Paid/Rented Contractor Parking
- Route to Off-Site Parking
- Truck Staging, Laydown and Parking
- Trucking Route - Inbound
- Trucking Route - Outbound
- Trucking Route Alternate - Inbound
- Trucking Route Alternate - Outbound

PROJECT NO.	
SHEET NO.	

BLUEBIRD VILLAGE

CMB KCCC APPLICATION

PRINT RECORD	
CHECKED	
DATE	
SCALE	
SHEET TITLE	
CONTRACTOR	
DRAWING NO.	

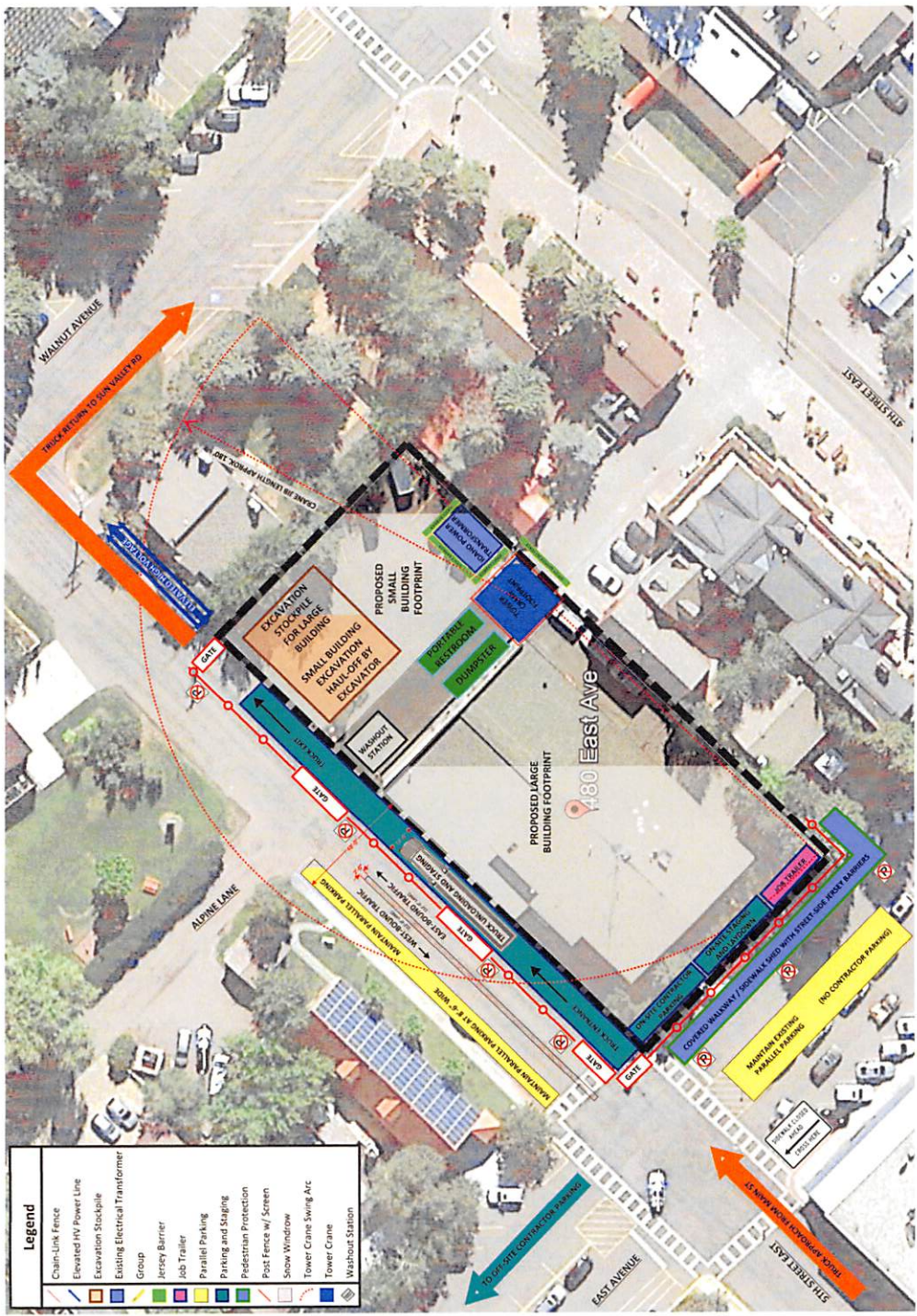


EXHIBIT C
SCHEDULE OF ELIGIBLE COSTS

**Bluebird Village
Off-Site Improvements Scope of Work
2.24.22**



Off-Site Improvements Scope of Work

East Elevation Side of Building and (Alley Work)

- Idaho Power Company Feed Underground to new Building
- Cox Underground to new Building
- Century Underground to new Building
- Intermountain Gas Underground to new Building (trenching/backfill)

North Elevation Side of Building (E. 5th Street)

- Snowmelt Heated Pedestrian Pavers up E. 5th Street
- New Curb and Gutter and Drop Inlet Catch Basin with Drywell
- New Sewer Line into Property off 5th Street
- New 4" or 6" Water Main Line, Tap, and Meter to new Building
- New Pedestrian Pavers sidewalk up to East Ave.
- New HC Ped. Truncated Domes
- Concrete Landscape Planters, Trees, and Shrubs - Irrigation
- Miscellaneous Electrical Conduit, Christmas Tree Outlets, Steel Gate
- Two New Ketchum City Standard Street Lights
- Miscellaneous Asphalt patch back

West Side of Building (East Ave.)

- Snowmelt Heated Pedestrian Pavers East Ave.
- New Curb and Gutter
- New 6" Water Line, Tap and 2" Meter or off E. 5th
- New Pedestrian Pavers sidewalk along East Ave.
- New HC Ped. Truncated Domes
- Concrete Landscape Planters, Trees, and Shrubs - Irrigation
- Miscellaneous Electrical Conduit, Christmas Tree Outlets, Steel Gate
- Two New Ketchum City Standard Street Lights
- Miscellaneous Asphalt patch back

South Side of Building - No ROW Work Along Neighbors Property

- Misc. Utility Work along South Property Line

**Bluebird Village Multi-Use Facility
Off-Site Improvements (URA)**



7/14/2020		Estimated Costs							Previous	Current	Total	Notes
	Qty.	Unit	Unit \$	Material	Labor	Subs	Others	Total				
Division 1 - General Conditions												
01030 Survey	24	hrs	\$ 130.00				\$ 3,120.00	\$ 3,120.00				Current Bid
01040 Project Manager	120	hrs	\$ 85.00				\$ 10,200.00	\$ 10,200.00				PM allowance
01050 Civil Engineering					\$ 2,500.00			\$ 2,500.00				Civil Engineering allowance
01051 Landscape Design					\$ 2,500.00			\$ 2,500.00				Landscape Design allowance
01045 Mechanical Engineering					\$ 1,800.00			\$ 1,800.00				ROW Snowmelt Pro Rata Allocation
01056 General Liability Insurance							\$ 6,069.00	\$ 6,069.00				Liability Insurance Expense
01034 Permits and Fees (allowance)							\$ 4,000.00	\$ 4,000.00				Pro rata allocation allow. for Water, Sewer, Gas
01034 IPCO Engineering Service, Trans, Sector							\$ 30,000.00	\$ 30,000.00				Idaho Power Engineering Fee, Transformer and Sector Allowance
01034 Exist. Sewer Water Lines Cap-Off Permit							\$ 1,500.00	\$ 1,500.00				Cap-Off existing Sewer and Water into property Permit Fee/Inspect
Total				\$ -	\$ -	\$ 6,800.00	\$ 54,889.00	\$ 61,689.00				
Division 2- Sitework within the Public ROW												
02025 Id.Power West Site Work Underground	1	allow			\$ 35,000.00			\$ 35,000.00				Site Work Underground/Boring in Alley for Transformer and Sector
02025 Century Link Underground	1	allow			\$ 10,000.00			\$ 10,000.00				Bid from Century Link
02025 Cox Underground	1	allow			\$ 10,000.00			\$ 10,000.00				Allowance for COX undergrounding
02025 Intermountain Gas Underground Work	1	allow			\$ 5,000.00			\$ 5,000.00				Allowance for Intermountain Gas undergrounding
02100 Demolition Curb, Gutter, and Sidewalk	1	allow			\$ 28,940.00			\$ 28,940.00				Off Site Work Demolition in Pedestrian Right of Way
02200 Excavation, Grade, and Prepare Pavers	1	allow			\$ 11,040.00			\$ 11,040.00				Ex., Bkfill, Grade, Compact, and Prepare new Asphalt Paving and Patch
Prepare for new Curb, Gutter, and AC Patch	1	allow			\$ 19,520.00			\$ 19,520.00				Prepare for new Curb, Gutter, and AC Patch Back
02200 New Sewer Line into Property	1	allow			\$ 25,000.00			\$ 25,000.00				demo and dispose old line
Cap Off Old Sewer Line into property	1	allow			\$ 4,500.00			\$ 4,500.00				allowance to cap off old sewer line
02200 New Water Line into Property	1	allow			\$ 28,500.00			\$ 28,500.00				New 6" Water Main/Fire Main into property
Cap Off Old Water Line into property	1	allow			\$ 3,800.00			\$ 3,800.00				allowance to cap off old water line
02200 Drywell in the Alley between Buildings	1	allow			\$ 5,800.00			\$ 5,800.00				Drywell in the Alley
Storm Drain, Catch Basin, and Drywell	1	allow			\$ 21,300.00			\$ 21,300.00				Catch Basin and Drywell in East 5th Street
02800 Landscaping and Irrigation	1	allow			\$ 64,200.00			\$ 64,200.00				Landscaping Planters, Trees, and Irrigation
02880 Pedestrian Sidewalk Pavers East Ave.	1	allow			\$ 39,000.00			\$ 39,000.00				East Ave. Pedestrian Pavers 900 sf
Pedestrian Sidewalk Pavers E. 5th Str.	1	allow			\$ 62,220.00			\$ 62,220.00				E. 5th Street Pedestrian Pavers 2074 sf
02513 Asphalt Paving and Patching	1	allow			\$ 79,500.00			\$ 79,500.00				Asphalt Paving Alley, Utility Patch, and Crub and Gutter Patch Back
02513 Asphalt Striping	1	allow			\$ 1,000.00			\$ 1,000.00				Asphalt Paving Markings
Total				\$ -	\$ -	\$ 454,320.00	\$ -	\$ 454,320.00				
Division 3- Concrete Sidewalks, Curb & Gutter												
Alley Concrete Cross Walk Approach	1	allow			\$ 3,200.00			\$ 3,200.00				Concrete Cross Walk at Alley Entrance between Buildings
Landscape Planters	1	allow			\$ 30,000.00			\$ 30,000.00				Concrete for Planter Walls
New Curb and Gutter East Ave.	111	lf	\$ 45.00		\$ 4,995.00			\$ 4,995.00				East Ave. new Curb and Gutter with Pedestrian Ramps
New Curb and Gutter E. 5th Street	244	lf	\$ 45.00		\$ 10,980.00			\$ 10,980.00				E. 5th Street new Curb and Gutter with Pedestrian Ramps
Total				\$ -	\$ -	\$ 49,175.00	\$ -	\$ 49,175.00				
Division 5 - Miscellaneous Fabricated Steel												
Tree Grates at Planters	8	ea	\$ 325.00		\$ 2,600.00			\$ 2,600.00				Retaining Wall Railing and Pedestrian Stair Railings
Christmas Outlet low post at trees	8	ea	\$ 125.00		\$ 1,000.00			\$ 1,000.00				Painting the Pedestrian Railings
Total				\$ -	\$ -	\$ 3,600.00	\$ -	\$ 3,600.00				
Division 15/16 - MEP												
Snow Melt the Pavers on East Ave.	1100	sf	\$ 32.00		\$ 35,200.00			\$ 35,200.00				Snow Melt Area in the Upper and Lower Alley Asphalt
Snow Melt Pavers on E. 5th Street	2074	sf	\$ 32.00		\$ 66,368.00			\$ 66,368.00				Snow Melt Area on 1st and 4th Street
Boiler for Snow Melt	1	allow	\$ 15,000.00		\$ 15,000.00			\$ 15,000.00				Snow Melt Area at the neighbors 1st street frontage
Related Electrical Work Snow Melt	1	allow			\$ 34,000.00			\$ 34,000.00				Snow Melt Area
East Avenue and E. 5th Street Lt Poles 4ea.	1	allow			\$ 55,000.00			\$ 55,000.00				4 each Ketchum City Standard Street Light
Total				\$ -	\$ -	\$ 205,568.00	\$ -	\$ 205,568.00				
Subtotal					\$ 719,463.00	\$ 54,889.00		\$ 774,352.00				
Contractor Fee								\$ 46,461.12				6% Contractors Fee
Contingency								\$ 15,487.04				2% Contingency Allowance
Total Estimate								\$ 836,300.16				

EXHIBIT D

LEASE

4884-6316-7259, v. 2

GROUND LEASE

by and between

CITY OF KETCHUM
an Idaho municipal corporation
("Owner")

and

KETCHUM COMMUNITY DEVELOPMENT CORPORATION
an Idaho nonprofit corporation
("Tenant")

FOR

BLUEBIRD VILLAGE

480 East Avenue
Ketchum, Idaho 83340

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EXHIBITS

Exhibit A Legal Description of the Land

**GROUND LEASE
FOR
BLUEBIRD VILLAGE
480 EAST AVENUE
KETCHUM, IDAHO 83340**

This Ground Lease for Bluebird Village (this “Lease”) is made effective as of the date this Agreement is recorded in the real property records of Blaine County, Idaho (“Effective Date”) by and between City of Ketchum, an Idaho municipal corporation (“Owner”) and Ketchum Community Development Corporation, an Idaho nonprofit corporation (“Tenant”).

RECITALS

- A. Owner owns the parcel of land located at 480 East Avenue, Ketchum, Idaho 83353, that is legally described on Exhibit A (the “Land”).
- B. Tenant desires to lease the Land for redevelopment into a mixed-use project with street-level retail, parking, and affordable rental housing units in an energy-efficient building designed to blend into Ketchum’s downtown core, as graphically depicted on Exhibit B (the “Project” or “Bluebird Village”).
- C. Owner has authority, pursuant to Idaho Code § 50-1407, to manage city property and authorize the lease of any real property not otherwise needed for city purposes, upon any terms as the City Council determines may be just and equitable.
- D. Owner, by approval of this Lease, hereby finds that the Land is not otherwise needed for city purposes, that affordable community housing is an important community need, that it is in the best interest of the public to lease the Land to Tenant, and that the terms of this Lease are just and equitable.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties, the receipt and sufficiency of which are hereby acknowledged, Owner and Tenant agree that the foregoing recitals are true and correct and incorporated herein by this reference, and further agree as follows:

ARTICLE 1 LEASE OF LAND

- 1.1 **Land Restoration.** Owner agrees to restore the Land to a vacant “bare ground” state that is ready for development of the Project thereon, including (a) abatement and removal of any Hazardous Materials (as defined in Section 16.1) thereon, if any; (b) removal of any existing structures and other improvements on the Land, including any below-grade elements thereof (such as foundations, footings and utilities; (c) restoration of the surface of the Land to a clear, level and rough graded condition (collectively, the “Land Restoration”). Owner agrees to use commercially reasonable efforts to complete the Land Restoration on or before April 30, 2022. Owner will provide Tenant with a completion notice once the Land Restoration is fully complete and the Land is ready for development of the Project (the “Completion Notice”).
- 1.2 **Lease.** This Lease will be fully effective as of the Effective Date. From the Commencement Date (defined in Article 2), Owner hereby leases the Land to Tenant on the terms hereof. Tenant hereby accepts the lease of the Land from Owner on the terms hereof. Tenant warrants to Owner that Tenant accepts the Land in its as-is condition without representation or warranty from Owner,

except as expressly provided in this Lease. The term “Leasehold Interest” refers to Tenant’s interest in this Lease and the leasehold estate and all attendant and appurtenant rights, including without limitation, Tenant’s rights to all improvements to the Land.

ARTICLE 2 LEASE TERM

The “Term” of the Lease will commence on the date that Owner provides the Completion Notice to Tenant (the “Commencement Date”) and will expire seventy-five (75) years after the Commencement Date (the “Expiration Date”).

ARTICLE 3 RENT

For the entire Term, the rent due under this Lease is Ten Dollars (\$10), which Owner acknowledges to be paid by Tenant in full as of the Effective Date.

ARTICLE 4 THE PROJECT

Tenant will cause the Project to be constructed on the Land in accordance with this Lease and applicable law. Once the Project is constructed on the Land, Tenant will (or will require Subtenants to) keep the Project in a state of good condition, maintenance and repair, with ordinary wear and tear excepted. Tenant may alter the Project in any lawful manner, provided that the Project (as altered) complies with the terms of this Lease.

ARTICLE 5 USE OF PREMISES

- 5.1 **Permitted Uses.** Owner and Tenant agree that the principal purpose of this Lease is (a) to provide Affordable Housing Units (as defined below) for lease to Qualified Tenants (as defined below) for a rent that does not exceed the rent limit set forth in Section 5.7 below (collectively, the “Affordability Requirement”); (b) to provide Community Housing Units (as defined below) for lease to individuals meeting asset, income and minimum occupancy guidelines approved by the governing housing authority and the City of Ketchum, as ‘community housing’ under the Ketchum City Code (or its successor provisions) (collectively, the “Community Requirement”); and (c) provide ground floor commercial space for retail, restaurant, office, service and similar users for the benefit of the general public. Accordingly, the Land and the Project will be used primarily for the foregoing principal purpose and other uses that may be incidental thereto or in support thereof, and for no other purposes, except as otherwise approved by Owner.
- 5.2 **Affordable Housing Units.** A “Affordable Housing Unit” is each residential dwelling unit in the Project that is designated as being subject to the Affordability Requirement, which will be all residential dwelling units in the Project except Community Housing Units and Employee Housing Units. Tenant agrees to market, lease and operate the Affordable Housing Units on the terms set forth in this Lease.
- 5.3 **Community Housing Units.** A “Community Housing Unit” is each residential dwelling unit in the Project that is designated as being subject to the Community Requirement. Tenant agrees to market, lease and operate the Community Housing Units on the terms set forth in this Lease and the requirements of the Ketchum City Code.
- 5.4 **Employee Housing Units.** A “Employee Housing Unit” is each residential dwelling unit in the Project that is designated for occupancy by (or are reserved for occupancy by) a residential tenant household where at least one person of that household is a full time employee (30+ hours per week)

primarily providing services with respect to and for the Project. Tenant may designate up to two (2) dwelling units as Employee Housing Units.

- 5.5 **Qualified Tenants.** As used herein, the term “residential tenant” for a Affordable Housing Unit means all persons that lease or occupy the Affordable Housing Unit as a dwelling, whether or not the persons are related. A “Qualified Tenant” is any residential tenant household that meets Tenant’s then-current tenant selection criteria for the Project with a household income that does exceed the applicable household income limit of the Applicable Affordable Housing Program (if any is then in effect) or, if no such Applicable Affordable Housing Program is then in effect, then in accordance with the then current applicable household income limits of the Low Income Housing Tax Credit (LIHTC) program. Nothing in this Lease will require Tenant to lease any Affordable Housing Unit to a residential tenant that does not meet Tenant’s then-current tenant selection criteria for the Project (other than limited income as permitted herein). Nothing in this Lease limits Tenant’s right to enforce the terms of any lease or other agreement with a residential tenant (or any the occupant) in the Project.
- 5.6 **Income Qualification.** Each Affordable Housing Unit must be occupied (or, if unoccupied, made available for occupancy) by a Qualified Tenant. Tenant will verify that each residential tenant meets the income qualification to be a Qualified Tenant, which verification may be by any reasonable method, including the residential tenant’s production of reasonable evidence of residential tenant’s income and residential tenant’s self-certification that income statements are true and correct in all material respects. Once a residential tenant is verified to be a Qualifying Tenant and leases a Affordable Housing Unit, then the residential tenant will remain a Qualifying Tenant for as long as the residential tenant remains a tenant in the Project.
- 5.7 **Rent Limit for Affordable Housing Units.** To maintain the Affordable Housing Units as affordable, Tenant will charge monthly rent for each Affordable Housing Unit that does not exceed the applicable rent limit of the Applicable Affordable Housing Program (if any is then in effect) or, if no such Applicable Affordable Housing Program is then in effect, then in accordance with the then current applicable rent limits of Low Income Housing Tax Credit (LIHTC) program. If at any time during the Term, Tenant is permitted by the Applicable Affordable Housing Program to exceed the foregoing rent limit for an Affordable Housing Unit for any particular residential tenant, then the portion of the rent that exceeds the foregoing rent limit will be paid to Owner. The Commercial space in the Project is excluded from this provision for the Term of the Lease.
- 5.8 **Ketchum Preference Policy.** Except to the extent prohibited by any Applicable Affordable Housing Program (defined in Section 5.10) or other applicable law, all Affordable Housing Units and Community Housing Units must be leased in accordance with the then current preference policy or ordinance adopted by the City of Ketchum, if any (a “Ketchum Preference Policy”).
- 5.9 **Annual Reports.** After occupancy of the Project, Tenant will provide Owner with a written report (in any form reasonably requested by Owner) by March 1 of each year that provides reasonable evidence that the Affordable Housing Units have been leased (or made available for lease) in compliance with the Affordability Requirement (as applicable) during the prior calendar year.
- 5.10 **Federal or State Affordability Programs.** Owner and Tenant intend the Affordability Requirement and this Lease to be adjusted as necessary to allow for the Project to fully take advantage of any then available federal, state or local programs for affordable housing. Affordable housing programs include, by way of example and not limitation, the Low Income Housing Tax Credit (LIHTC) program, HOME investment partnership program (HOME), Community Development Block Grants (CDBG) funding, and the HUD Housing Trust Fund (HTF) program.

To the extent that any program requires an amendment or rider to this Lease, Owner agrees to promptly execute any amendment or rider that is reasonably required for the Project to fully participate in the Program. To the extent any element of the Affordability Requirement or this Lease is inconsistent with any federal, state or local state affordable housing program that applies to the Project (or any residential dwelling units therein) (an “**Applicable Affordable Housing Program**”), then the terms of the **Applicable Affordable Housing Program** will govern over the inconsistent terms of the Affordability Covenant or the Lease.

- 5.11 **Commercial Tenants.** Tenant may lease the Commercial Space to any party for the occupancy and use thereof (a “**Commercial Tenant**”) provided that (a) the lease is subject to the terms of this Lease; (b) the term of the lease will expire prior to the Term; and (c) the uses allowed in the Commercial Space are limited to office, retail, restaurant, service and similar uses that are open to the general public. Except as restricted by this Lease, Tenant may lease the commercial space in any lawful manner and on any financial terms as Tenant deems appropriate.
- 5.12 **Prohibited Uses.** Tenant agrees that it will not permit the Land or the Project for (a) any use that constitutes a public or private nuisance in or around the Land; (b) use that violates applicable law; (c) any industrial use; (d) any use related to the service of automobiles or other self-powered machines; (e) any dry-cleaner (or other cleaning service that uses solvents similar to dry-cleaning); (f) any ‘head’ shop or similar operation that sells any paraphernalia related to the use of marijuana, cannabis, tetrahydrocannabinol or other illegal substances; or (g) any use relates to the use, sale, cultivation, manufacture, distribution or marketing of any substance containing any amount of marijuana, cannabis or tetrahydrocannabinol (whether for commercial, medical, or personal purpose) if such activities are prohibited by applicable federal, state or local law (and if the any such activities become lawful under some federal, state or local applicable law, but prohibited by other federal, state or local law, then the such activities will remain prohibited).

ARTICLE 6 SUBLEASE AND ENCUMBRANCE OF LEASEHOLD ESTATE

- 6.1 **Tenant’s Right to Sublease.** Tenant may, at any time, sublease all or any portion of the Leasehold Interest (each, a “**Sublease**”) without Owner’s consent, and in that event, the subtenant of the Sublease (each, a “**Subtenant**”) will perform all of Tenant’s obligations under this Lease with respect to the Leasehold Interest subleased under the Sublease (said Leasehold Interest subleased by the Sublease is hereafter called the “**Subleased Property**”). By way of example, if Tenant enters into a Sublease for portion of the Project that has Affordable Housing Units (or that will be developed into Affordable Housing Units), then the Subtenant of the Sublease will be the “**Tenant**” under this Lease with respect to the Sublease, and any reference herein to Tenant with respect to the Subleased Property will also mean the Subtenant. For clarity, the following leases are not Subleases under this Lease: (a) the lease of an Affordable Housing Unit, Community Housing Unit or Employee Housing Unit to a qualifying residential tenant thereof; and (b) the lease of Commercial Space to a Commercial Tenant. The Sublease must specify that the Sublease is limited to the Leasehold Interest, and must have a stated expiration date which is prior to expiration of the Term. Tenant will cause a true, complete and correct copy of the original of each Sublease, together with written notice containing the name and address of the holder Subtenant, to be delivered to Owner within ten (10) days of Tenant’s execution and delivery of the Sublease or Leasehold Mortgage. Subject to the terms of this Lease, a Subtenant may enforce its rights under its Sublease and take possession of the Leasehold Interest subleased under the Sublease (said Leasehold Interest subleased by the Sublease is hereafter called the “**Subleased Property**”), in any lawful way.
- 6.2 **Tenant’s Right to Encumber.** Tenant may, at any time, encumber all or any portion of the Leasehold by deed of trust, mortgage or other security instrument (collectively, “**Leasehold**

Mortgage”). Any Leasehold Mortgage of any part of the Leasehold Interest must be expressly subject and subordinate to the terms of this Lease. Tenant covenants to pay the indebtedness secured by any Leasehold Mortgage when the same will become due and payable, and to perform, when the performance is required, all obligations of the mortgagor thereunder. Tenant further agrees not to suffer or permit any default to occur and continue under any Leasehold Mortgage beyond any applicable cure period. The Leasehold Mortgage will specify that the indebtedness is that of Tenant only and is not the indebtedness of Owner and that the lien of the Leasehold Mortgage is limited to the Leasehold Interest. Each Leasehold Mortgage must, by its own terms, have a stated maturity date which is prior to expiration of the Term, and Tenant covenants that it will be so paid and that the Leasehold Interest will be released from the lien prior to the expiration of the Term. Tenant will cause a true, complete and correct copy of the original of each Leasehold Mortgage, together with written notice containing the name and address of the holder thereunder (the “**Mortgagee**”), to be delivered to Owner within ten (10) days of Tenant’s execution and delivery of the Mortgage to the Mortgagee. Subject to the terms of this Lease, a Mortgagee may enforce its rights under its Leasehold Mortgage and succeed to the Leasehold Interest encumbered by the Leasehold Mortgage (said Leasehold Interest encumbered by the Leasehold Mortgage is hereafter called the “**Leasehold Mortgage Property**”), in any lawful way, including possession through foreclosure, assignment and/or deed or assignment in lieu of foreclosure, and upon foreclosure of the Leasehold Mortgage or acceptance of an assignment and/or deed in lieu of foreclosure to the leasehold estate, take possession of the Leasehold Mortgage Property subject to the interests of the Project tenants.

- 6.3 **Owner’s Rights.** Owner will not be required (a) to pledge its fee interest in the Land to secure any Sublease or Leasehold Mortgage; (b) to subordinate the fee interest to the rights of any Subtenant or Mortgagee; or (c) to assume in any manner any liability of Tenant under any Sublease or Leasehold Mortgage. The Sublease must specify that the Sublease is limited to the Leasehold Interest. The Sublease must, by its own terms, have a stated expiration date which is prior to expiration of the Term. Tenant will cause a true, complete and correct copy of the original of each Sublease or Leasehold Mortgage, together with written notice containing the name and post office address of the holder thereunder, to be delivered to Owner within ten (10) days of Tenant’s execution and delivery of the Sublease or Leasehold Mortgage.
- 6.4 **Notices to Recognized Interest Holder.** Any Subtenant or Mortgagee may give notice to Owner of its name and address (who is sometimes referred to herein as a “**Recognized Interest Holder**”) in the manner provided in this Lease, and if the notice is given, Owner will give to the Recognized Interest Holder a copy of each notice of default given pursuant to Section 14.1 by Owner to Tenant (the “**Owner Notice**”) at the same time as and whenever any Owner Notice will thereafter be given by Owner to Tenant, addressed to the Recognized Interest Holder at its address last furnished to Owner (the “**Holder Notice**”). No notice by Owner to Tenant hereunder will be deemed to have been duly given unless and until a copy thereof has been served on the Recognized Interest Holder in the manner provided in this Lease.
- 6.5 **Recognized Interest Holder Provisions.** Owner agrees that it will not accept the surrender of the Land by Tenant prior to the termination of this Lease, or consent to the modification of any term of the Lease which materially alters the rights and obligations of the parties hereunder, or consent to the termination thereof by Tenant, without the prior written approval of each Recognized Interest Holder, in each instance, which approval will not be unreasonably withheld, conditioned or delayed. Owner further agrees that it will not seek to terminate the Lease or Tenant’s right of possession thereunder by reason of any act or omission of Tenant until:

- (1) Owner has given to each Recognized Interest Holder a copy of the Owner Notice with respect to the Event of Default, as defined hereafter in Section 14.1, upon which the proposed termination is based;
- (2) after the expiration of all applicable notice and grace periods set forth under the Lease with respect to the Event of Default (a "**Lease Default**"), Owner will have given written notice to each Recognized Interest Holder of the failure of Tenant to cure the lease Default. The Holder Notice will be sent by certified mail, return receipt requested or by a nationally recognized commercial overnight delivery service to the address designated in writing to Owner by each Recognized Interest Holder (or any other address as may hereinafter be designated in writing to Owner by each Recognized Interest Holder); and
- (3) a reasonable period of time will have elapsed following the receipt of the Holder Notice, during which period any Recognized Interest Holder will have the right, but will not be obligated, to remedy the lease Default, Owner agreeing to accept any remedy by any Recognized Interest Holder as if the same had been performed by Tenant.

As used herein, a reasonable period of time will be 60 days if the lease Default can be remedied during the 60 day period; provided, however, if the lease Default cannot be remedied during the 60 day period, then the period of time as is necessary to remedy the lease Default (not to exceed one-hundred twenty (120) days), provided any Recognized Interest Holder has commenced to cure the lease Default within the 60 day period and continues to diligently prosecute the same. Any default that, by its nature, is not capable of being cured by Recognized Interest Holder will be deemed cured whether or not the default is cured, but as to Recognized Interest Holder only and not as to Tenant. Further:

- (a) Owner will accept performance by any Recognized Interest Holder of any covenant, condition or agreement on Tenant's part to be performed hereunder with the same force and effect as though performed by Tenant.
- (b) If the Recognized Interest Holder is a Mortgagee, then the time for the Recognized Interest Holder to cure any Lease Default by Tenant which reasonably requires that the Recognized Interest Holder be in possession of the Leasehold Mortgage Property to do so, will be deemed extended to include the period of time required by the Recognized Interest Holder to obtain the possession or obtain Tenant's interest in the Leasehold Mortgage Property (by foreclosure or otherwise) with due diligence; provided, however, that the Recognized Interest Holder will have delivered to Owner its written commitment to cure outstanding Lease Defaults reasonably requiring possession of the Leasehold Mortgage Property and which are capable of being cured by the Recognized Interest Holder (which commitment may be revoked by Recognized Interest Holder by written notice to Owner); and further provided, however, that during the period all other obligations of Tenant under this Lease are being duly performed to the extent that the other obligations are capable of being performed by the Recognized Interest Holder, including but not limited the payment of rent and other monetary obligations due Owner.
- (c) The provisions of this Section 6.5 are for the benefit of each Recognized Interest Holder and may be relied upon and will be enforceable by each Recognized Interest Holder and their respective successors and assigns. Neither a Recognized Interest Holder nor any other holder or owner of the indebtedness secured by a Leasehold Mortgage or otherwise will be liable upon the covenants, agreements or obligations of Tenant contained in this Lease, unless and until the Recognized Interest Holder or that holder or owner acquires the interest

of Tenant, and then only to the extent set forth in this Section 6.5. Owner and Tenant agree to execute the documentation reasonably requested by a Recognized Interest Holder consistent with the terms and provisions of this Article 6.

- (d) Anything herein contained to the contrary notwithstanding, the provisions of this Section 6.5 will inure only to the benefit of all Recognized Interest Holders and their respective successors and assigns. If more than one the Mortgagee (one the Mortgagee being intended to include multiple mortgagees holding a single mortgage or deed of trust) will make written requests upon Owner for a new ground lease in accordance with the provisions of this Section, the new ground lease will be entered into pursuant to the request of the Recognized Interest Holder whose Leasehold Mortgage will be prior in lien thereto according to the records of Blaine County and thereupon the written requests for a new ground lease of each person junior in priority will be deemed to be void and of no force and effect.

6.6 Other Miscellaneous Provisions Concerning Leasehold Mortgages

- (a) At Tenant's request, Owner will execute a written agreement with a Recognized Interest Holder in which Owner agrees that it consents to the granting of the Sublease or Leasehold Mortgage and that Owner will not disturb the tenancy or rights of the Recognized Interest Holder (its successors or assigns and any subsequent purchaser) so long as the Recognized Interest Holder (its successors or assigns and subsequent purchaser) cures any existing defaults as required herein and commits no default beyond the applicable notice and curative periods hereunder and is otherwise in full compliance with the terms of this Lease. Additionally, Owner will execute the other documentation reasonably requested to confirm the rights of a Recognized Interest Holder hereunder; provided, under no circumstances will Owner be responsible for the payment of the debt secured by the Leasehold Mortgage, and in no event will Owner's fee simple estate in the Land, including Owner's reversionary interest in the Project be subject or subordinate to any Sublease or the lien of the Leasehold Mortgage.
- (b) Owner agrees that it will promptly make the reasonable amendments or modifications of the Lease as are requested by any Recognized Interest Holder, provided that there will be no adverse change in any of the substantive rights, duties or obligations of Owner under this Lease. The preceding sentence is effective regardless of the fact that the Recognized Interest Holder may make the request prior to the execution of the applicable Sublease or Leasehold Mortgage; in that event, said amendments or modifications to the Lease will become effective as of the execution of the Sublease or Leasehold Mortgage.

ARTICLE 7 TAXES

From and after the Commencement Date and continuing thereafter during the Term, Tenant will pay or cause to be paid all real and personal property taxes, general and special assessments, and all other charges, assessments and taxes of every description, levied on or assessed against the Land, the Project and other improvements located on the Land. Tenant will make all payments directly to the appropriate charging or taxing authority before delinquency. If, however, the law expressly permits the payment of any or all of the above items in installments (whether or not interest accrues on the unpaid balance), Tenant may, at Tenant's election, utilize the permitted installment method, but will pay each installment before delinquency. All payments of taxes or assessments will be prorated for the year in which this Lease commences and for the year in which the Lease terminates. Tenant will have the right to contest or review by legal proceedings, as permitted under applicable law, any assessed valuation, real estate tax, or assessment; provided that, unless

Tenant has paid the tax or assessment under protest, Tenant will furnish to Owner (i) proof reasonably satisfactory to Owner that the protest or contest may be maintained without payment under protest, and (ii) a surety bond or other security reasonably satisfactory to Owner securing the payment of the contested item or items and all interest, penalty and cost in connection therewith upon the final determination of the contest or review. Any amount already paid by Tenant and subsequently recovered by Owner or Tenant as the result of the contest or review will be for the account of Tenant.

ARTICLE 8 MAINTENANCE AND REPAIR

Tenant agrees that it will, at its own expense, maintain or cause to be maintained the entire Land, the Project and any other improvements and appurtenances thereto and every part thereof, in good order, condition and repair and in accordance with applicable law. In the event any repairs required to be made under the provisions of this Lease are not made within thirty (30) days after written notice from Owner to do so, then Owner may, at its option, enter upon the Land and repair the same, and the cost and expense of the repairs, with interest at the applicable legal rate will be due and paid by Tenant to Owner upon demand.

ARTICLE 9 MECHANICS' LIENS

Tenant will not suffer, create or permit any mechanic's liens or other liens to be filed against the fee interest of Owner in the Land or Project by reason of any work, labor, services or materials supplied or claimed to have been supplied to Tenant or anyone holding the Land or any part thereof through or under Tenant. If any mechanic's or laborer's liens or materialman's lien will be recorded against the Land or the Project, then within sixty (60) days after notice of the filing thereof, or fifteen (15) days after Tenant is served with a complaint to foreclose said lien or Owner advises Tenant in writing that Owner has been served with the complaint, whichever is earlier, Tenant will use commercially reasonable efforts cause the lien to be removed, or will transfer the lien to bond for the benefit of Owner pursuant to applicable law. If Tenant in good faith desires to contest the lien, Tenant will be privileged to do so, but in that case Tenant agrees to indemnify and save Owner harmless from all liability for damages, including attorneys' fees and costs, occasioned thereby and will, in the event of a judgment of foreclosure upon any mechanic's, laborer's or materialman's lien, cause the same to be discharged and removed prior to the execution of the judgment.

ARTICLE 10 CONDEMNATION

- 10.1 **Interests of Parties on Condemnation.** If the Land or any part thereof will be taken for public purpose by condemnation as a result of any action or proceeding in eminent domain, or will be transferred in lieu of condemnation to any authority entitled to exercise the power of eminent domain, the interests of Owner, Tenant and any Recognized Interest Holder in the award or consideration for the transfer, and the allocation of the award and the other effect of the taking or transfer upon this Lease, will be as provided by this Article 10.
- 10.2 **Total Taking.** If the entire Land is taken, then (a) the right of Tenant and each Subtenant to possess the Land under this Lease will terminate on the date title to the Land vests in the condemning authority; and (b) this Lease will terminate after Tenant and each Recognized Interest Holder has received all amounts that it may be entitled to receive with respect to the taking.
- 10.3 **Partial Taking.**
- (a) In the event of taking or transfer of only a part of the Land, leaving the remainder of the Land in a location, form, shape or reduced size as to be not effectively and practicably usable in the good faith opinion of Tenant (and each Subtenant, if any) for the operation thereon of the Project, taking into consideration the effect, if any, of the taking on the

availability of parking proximately located to the Project, and if Owner agrees with the determination of the Tenant (and each Subtenant, if any), which consent will not be unreasonably withheld, this Lease and all right, title and interest thereunder may be terminated by Tenant (and each Subtenant, if any) giving, within sixty (60) days of the occurrence of the event, thirty (30) days' notice to Owner of Tenant's (and each Subtenant's, if any) election to terminate.

- (b) In the event of a taking of only a part of the Land leaving the remainder of the Land in a location, form, shape or reduced size as to be used effectively and practicably in the good faith opinion of Tenant (and each Subtenant, if any) for the purpose of operation of the Project therein, this Lease will terminate only as to the portion of the Land so taken or transferred as of the date title to the portion vests in the condemning authority, and will continue in full force and effect as to the portion of the Land not so taken or transferred. If title and possession of a portion of the Land is taken under the power of eminent domain, and the Lease continues as to the portion remaining, all compensation and damages ("Compensation") payable to Tenant (or the applicable Subtenant, if any) by reason of any improvements so taken will be available to be used, to the extent reasonably needed, by Tenant (or the applicable Subtenant, if any) in replacing any improvements so taken with improvements of the same type as the remaining portion of the Land.

10.4 Allocation of Award. Any Compensation awarded or payable because of the taking of all or any portion of the Land by eminent domain will be awarded in accordance with the values of the respective interests in the Land and all improvements thereon immediately prior to the taking. The value of Owner's interest in the Land immediately prior to a taking will include the then value of its interest in the Land prior to the Expiration Date of this Lease, together with the value of its reversionary interest in the Land and Project after the Expiration Date. The value of Tenant's interest in the Land immediately prior to a taking will include the then value of its interest in the Land and Project for the remainder of the Term. The values will be those determined in the proceeding relating to the taking or, if no separate determination of the values is made in the proceeding, those determined by agreement between Owner, Tenant and any affected Recognized Interest Holders. If the agreement cannot be reached, the values will be determined by an appraiser or appraisers appointed in the manner by agreement of the parties to the dispute, or if no agreement is reached within a reasonable period of time, then an appraiser or appraisers appointed by an arbitrator appointed under Idaho Uniform Arbitration Act. In the event of separate awards, then each party may retain the separate awards made to each and any of them. To the extent any outstanding amount under any Leasehold Mortgagee exists, then the outstanding balance of the Leasehold Mortgage will be satisfied first from Tenant's award or share of the award, and if the share is insufficient, then Tenant will pay the balance from its own resources.

10.5 Voluntary Conveyance. Any voluntary conveyance by Owner under threat of a taking under the power of eminent domain in lieu of formal proceedings will be deemed a taking within the meaning of this Article 10.

ARTICLE 11 ASSIGNMENT

Tenant may not assign, sublease, convey or transfer this Lease or the Leasehold Estate, other than as expressly permitted in Article 5 and Article 6 of this Lease, without the prior written consent of Owner, which Owner will not unreasonably withhold. No assignment, sublease, conveyance or transfer of this Lease or the Leasehold Estate will release Tenant from this Lease, and Tenant will remain fully liable for all obligations binding upon Tenant under this Lease. In the event of an approved sale or transfer of Tenant's

interest in this Lease, any approved assignee will be required to assume in writing the “Tenant” obligations under this Lease.

ARTICLE 12 INSURANCE AND INDEMNIFICATION

- 12.1 Comprehensive Liability Insurance.** Tenant will, at its cost and expense, at all times during the Term, maintain in force, for the joint benefit of Owner and Tenant, a commercial general liability insurance policy or its equivalent issued by a carrier licensed to do business the State of Idaho with a Best’s Insurance Guide Rating of A+, by the terms of which Owner and Tenant, are named as insureds or additional insureds, as the case may be, and are indemnified against liability for damage or injury to the Land or person (including death) of any person entering upon or using the Land or the Project. The insurance policy or policies will be maintained on the minimum basis of \$1,000,000.00 for damage to property and for bodily injury or death as to any person, and \$1,000,000.00 as to any one accident. Owner reserves the right to require reasonable increases in the limits of coverage from time to time during the Term; and the requested increase will be deemed reasonable if consistent with commercially reasonable practices for similar projects in the same geographic area. The insurance policy or policies will be stated to be primary and noncontributing with any insurance which may be carried by Owner. Evidence of said insurance will be delivered to Owner on the Commencement Date, and evidence of renewal will be delivered to Owner not less than fifteen (15) days prior to the renewal date of any insurance policies during the Term. In the event Tenant fails to timely pay any premium when due, Owner will be authorized, but not obligated, to do so, and may charge all costs and expenses thereof, including the premium and interest at the maximum rate allowed by law, to Tenant, to be paid by Tenant.
- 12.2 Fire and Extended Coverage Property Insurance.** Tenant will, at its cost and expense and at all times during the Term, maintain in force, for the joint benefit of Owner, Tenant and all Recognized Interest Holders, a policy of insurance against loss or damage to the Project by fire and lightning, and the other perils as are covered under a “Cause of Loss-Special Form” policy or equivalent together with the broadest form of the “extended coverage” or “all risk” endorsements, or equivalent, available in Idaho including damage by wind storm, hurricane, explosion, smoke, sprinkler leakage, vandalism, malicious mischief and any other risks as are normally covered by the endorsements. Owner will be named as an additional insured on the policy of insurance, and any Recognized Interest Holder will be named as required by the Sublease or Leasehold Mortgage, and subject to terms of the Sublease or Leasehold Mortgage any insurance proceeds will be applied in the manner as set forth in this Lease. The insurance will be carried and maintained to the extent of full (actual) replacement cost of the Project; provided however, that during the period of construction, Tenant will provide or cause to be provided in lieu thereof builders’ risk or similar type of insurance to the full replacement costs thereof. The insurance policy or policies will be stated to be primary and noncontributing with any insurance which may be carried by Owner. Evidence of said insurance will be delivered to Owner on the Commencement Date. Evidence of renewal will be delivered to Owner not less than fifteen (15) days prior to the renewal date of any insurance policies during the Term. In the event Tenant fails to timely pay any premium when due, Owner will be authorized, but not obligated, to do so, and may charge all costs and expenses thereof, including the premium and interest at Owner’s Interest Rate, to Tenant, to be paid by Tenant as additional rent hereunder. Owner will have no obligation to obtain insurance for the benefit of Tenant.
- 12.3 Evidence of Insurance.** Evidence of the required liability insurance will be delivered to Owner on the Commencement Date. Evidence of the required property insurance will be delivered to Owner prior to construction of the Project. Evidence of renewal will be delivered to Owner not less than fifteen (15) days prior to the renewal date of any insurance policies during the Term. In the event

Tenant fails to timely pay any premium when due, Owner will be authorized, but not obligated, to do so, and may charge all costs and expenses thereof, including the premium and interest at Owner's Interest Rate, to Tenant, to be paid by Tenant as additional rent hereunder. Owner will have no obligation to obtain insurance for the benefit of Tenant.

- 12.4 **Waiver of Subrogation.** Owner and Tenant and all parties claiming under them mutually release and discharge each other from all claims and liabilities arising from or caused by any casualty or hazard covered or required hereunder to be covered in whole or in part by the casualty and liability insurance to be carried on the Project, the Land or in connection with any improvements on or activities conducted on the Land and the Project, and waive any right of subrogation which might otherwise exist in or accrue to any person on account thereof, and evidence the waiver by endorsement to the required insurance policies, provided that the release will not operate in any case where the effect is to invalidate or substantially increase the cost of the insurance coverage (provided that in the case of increased cost, the other party will have the right, within thirty (30) days following written notice, to pay the increased cost, thereby keeping the release and waiver in full force and effect).
- 12.5 **Indemnification.** Tenant (and each Subtenant, but only with respect to the Subleased Property) hereby agrees to indemnify, defend and save Owner harmless from and against any third-party claims, losses, damages and expense (including attorneys' fees and costs through litigation and all appeals) in connection with the loss of life, personal injury and damage to property caused by (a) any occurrence in, upon, at or about the Land or Project; (b) the occupancy, use, construction upon and maintenance of the Land and Project by Tenant (or the applicable Subtenant), and its guests and invitees, and any party acting by, through or under any of them; and (c) any wrongful or negligent act or failure to act by Tenant (or the applicable Subtenant) or its employees, agents or contractors. Nothing contained herein will be construed to make Tenant or any Subtenant liable for any injury or loss caused by the negligence, gross negligence or willful misconduct of Owner or any agent or employee of Owner.

ARTICLE 13 DAMAGE AND DESTRUCTION

- 13.1 **Tenant's Duty to Restore Property.** If any buildings or improvements now or hereafter on the Land are damaged and/or destroyed in whole or in part by fire, theft, the elements, or any other cause, this Lease will continue in full force and effect, and Tenant, at its sole cost and expense, will have the right to repair and restore the damaged or destroyed Project in any matter permitted by this Lease. The work of repair and restoration will be commenced by Tenant as soon as reasonably possible, with due consideration given to, among other things, clearing of damaged portions of the Land and site preparation, adjustment of insurance claims, redesign, rebidding and repermitting, obtaining a new loan or loans for construction or repair. Tenant will proceed diligently to commence repairs and restoration. Once construction has commenced, Tenant will proceed diligently thereafter to complete the construction or repair, subject to reasonable delays due to force majeure events or events beyond the reasonable control of Tenant. Tenant will not be responsible for delays caused by force majeure events or for reasons beyond the reasonable control of Tenant.
- 13.2 **Option to Terminate Lease for Destruction.** Notwithstanding Section 13.1 above, if the Project is damaged or destroyed by fire, theft or any other casualty, then Tenant will have the option of terminating this Lease by at least sixty (60) days' prior written notice of Tenant's intent to do so, If Tenant elects to terminate this Lease, then Tenant will also be required to remove, at Tenant's own expense, all debris and remains of the damaged improvements from the Land.

ARTICLE 14 DEFAULTS AND REMEDIES

14.1 Defaults. Each of the following events will constitute an “Event of Default”:

14.1.1 Tenant’s abandonment of the Land, or the improvements now or hereafter constructed thereon, where the abandonment continues for a period of sixty (60) days after notice thereof by Owner to Tenant;

14.1.2 Any violation of the Affordability Requirements or use restrictions set forth in this Lease; provided, however, as to any violations of the use restrictions by any Subtenant, tenant or occupant of the Project, then Tenant’s only obligation is to take reasonable action to stop the violation by the Subtenant, tenant or occupant promptly after receipt of written notice from Owner specifying the violation of the use restriction. The reasonable action may include legal or equitable actions to enforce the use restrictions against the Subtenant, tenant or occupant; provided, however, Tenant will not be obligated to pursue the termination of any Sublease or the eviction of the Qualified Tenant.

14.1.3 Tenant’s failure to pay any monetary obligations of any nature whatsoever required to be paid by Tenant under this Lease when due and payable;

14.1.4 Tenant’s failure to observe or perform any other material covenants, conditions or agreements under this Lease.

14.2 **Notice and Right to Cure.** As to any Event of Default occurring under this Lease, Tenant will have thirty (30) days after written notice is given by Owner specifying the nature of the default to cure the default; provided, however, that if after exercise of due diligence and its best efforts to cure the non-monetary default Tenant is unable to do so within the thirty (30) day period, then the curing period will be extended for the reasonable time as may be reasonably approved by Owner for curing the default, so long as Tenant continues to diligently prosecute to completion the curing of the default.

14.3 **Remedies.** If any default by Tenant will continue uncured upon expiration of the applicable curing period, then subject to the rights of any Mortgagee or Subtenant under this Lease, Owner may, at Owner’s election, terminate this Lease by notice to Tenant. All Tenant’s rights in the Land, the Project and in all improvements will terminate upon termination of this Lease. Promptly after any termination, Tenant will surrender and vacate the Land and the Project, and Owner may re-enter and take possession of the Land and the Project, subject to (a) any Subleases where the Subtenant is not in default beyond any applicable cure period; (b) any leases authorized pursuant to Article 5, all of which will remain in full force and effect; and (c) any federal or state affordability programs to which the Project (or individual residential units therein) may be bound. Termination under this paragraph will not relieve Tenant from the payment of any sum then due to Owner, or from any claim for damages previously accrued, or then accruing, against Tenant. Owner will utilize commercially reasonable efforts to mitigate damages in case an Event of Default will occur.

ARTICLE 15 SURRENDER AND REMOVAL

Upon any termination of the Term, Tenant will surrender possession of the Land and all improvements constructed and installed thereon. Tenant may remove, or cause to be removed, all personal property, trade fixtures and equipment of Tenant, other than permanent fixtures, from the Land within thirty (30) days after the date of any termination of this Lease; thereafter all personal property, trade fixtures and equipment not removed will belong to Owner without the payment of any consideration.

ARTICLE 16 HAZARDOUS MATERIALS

- 16.1 **Definition. "Hazardous Materials"** means any material, substance or waste that is or has the characteristic of being hazardous, toxic, ignitable, reactive or corrosive, including, without limitation, petroleum, PCBs, asbestos, materials known to cause cancer or reproductive problems and those materials, substances and/or wastes, including infectious waste, medical waste, and potentially infectious biomedical waste, which are or later become regulated by any local governmental authority, the State of Idaho or the United States Government, including substances defined as "hazardous substances," "hazardous materials," "toxic substances" or "hazardous wastes" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq.; all corresponding and related State of Idaho and local statutes, ordinances and regulations, including without limitation any dealing with underground storage tanks; and in any other environmental law, regulation or ordinance now existing or hereinafter enacted (collectively, "**Hazardous Materials Laws**").
- 16.2 **Use of Property by Tenant.** Tenant (and each Subtenant, but only with respect to the Subleased Property) hereby agrees that it and its employees, representatives, agents, contractors, subcontractors, tenants, subtenants and any other occupants of the Land (for purpose of this Section 16.2, referred to collectively herein as "**Occupants**") will not use, generate, manufacture, process, store or dispose of, on, under or about the Land except in compliance with applicable Hazardous Materials Laws, e.g., Occupants of the Project will have the right to use and store reasonable quantities of Hazardous Materials at the Project used by Tenant as cleaning and office supplies. store reasonable quantities of Hazardous Materials within the Project.
- 16.3 **Indemnification by Tenant.** Tenant (and each Subtenant, but only with respect to its Subleased Property) will indemnify, defend and hold Owner harmless from any claims, damages, losses or expenses (including reasonable attorneys' fees and costs through litigation and all appeals) resulting from death of or injury to any person, or damage to any property, or government mandated remediation plans, arising from by (a) Tenant's (or Subtenant's, as applicable) failure to comply with any Hazardous Materials Laws with respect to the Land, or (b) a breach of any covenant, warranty or representation of Tenant (or Subtenant, as applicable) under this Article 16. The foregoing indemnification by Tenant and each Subtenant will not extend to Hazardous Materials on, in or about the Land prior to the Commencement Date.

ARTICLE 17 REPRESENTATIONS AND WARRANTIES

- 17.1 **By Owner.** Owner makes the following representations and warranties to Tenant: (a) Owner is duly organized and existing under the laws of its state of origin and has all requisite legal power and authority to execute, deliver and perform this Lease; (b) the execution, delivery and performance by Owner of this Lease have been duly authorized by all requisite entity action of Owner and there is no provision in its charter documents requiring further consent by any other person or entity; (c) this Lease constitutes the legal, valid and binding obligation of Owner, enforceable against Owner in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, reorganization, moratorium or similar laws affecting or limiting creditors' rights generally or by equitable principles relating to enforceability; (d) Owner has fee title to the Land and there are no liens or encumbrances against the Land except as permitted under this Lease; and (e) Owner will not during the Term of the Lease cause or suffer any lien, claim or encumbrances

to exist against the Land by or through Owner, except as permitted by this Lease; (f) as long as Tenant is not in material default of this Lease (beyond any applicable cure period), Tenant will quietly hold, occupy and enjoy the Land during the Term without hindrance of Owner or any person claiming by, through or under Owner; and (g) Owner will cooperate with Tenant as reasonably necessary for Tenant to enjoy the benefits of this Lease, including executing any applications, consents or other instruments that are required (by applicable law or otherwise) to be executed by the fee simple owner of the Land, including any entitlement, subdivision or development applications.

- 17.2 **By Tenant.** Tenant makes the following representations and warranties to Owner: (a) Tenant is duly organized and existing under the laws of its state of origin and has all requisite legal power and authority to execute, deliver and perform this Lease; (b) the execution, delivery and performance by Tenant of this Lease have been duly authorized by all requisite entity action of Tenant and there is no provision in its charter documents requiring further consent by any other person or entity; (c) this Lease constitutes the legal, valid and binding obligation of Tenant, enforceable against Tenant in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, reorganization, moratorium or similar laws affecting or limiting creditors' rights generally or by equitable principles relating to enforceability; (d) Tenant has inspected the Land and accepts the Land in its as-is condition, except for Owner's representations, warranties and covenants under this Lease; and (e) Tenant will not during the Term of the Lease cause or suffer any lien, claim or encumbrances to exist against the Land by or through Tenant, except as permitted by this Lease.

ARTICLE 18 NOTICES

Unless otherwise specifically required by this Lease or applicable law, any notices, approvals, consents or other communications required or permitted by this Lease or by applicable law to be served on, given to, or delivered to any party to this Lease must be writing and will be deemed duly served, given, delivered and received only when actually received by the receiving party (or delivery is refused by the receiving party). Delivery may be by any reasonable method. Each party agrees to give notice to the other parties of its address and any change of its address for the purpose of this section by giving written notice of the change to the other party in the manner herein provided. If any party fails to provide a current address for notices, then the other parties may serve notices to the then current address for the other party (or its registered agent) in the records of the Idaho Secretary of State or the records of the Blaine County Assessor. For so long as the City of Ketchum remains the Owner, then City of Ketchum may update its notice address by public notice.

ARTICLE 19 GENERAL PROVISIONS

- 19.1 **Survival of Indemnities.** All representations, warranties and indemnities of Owner, Tenant and each Subtenant under this Lease will survive the expiration or sooner termination of this Lease.
- 19.2 **Unavoidable Delay; Force Majeure.** If either party will be delayed or prevented from the performance of any act required by this Lease by reason of acts of God, strikes, lockouts, labor troubles, pandemics, epidemics, inability to procure materials, restrictive governmental laws, or regulations or other cause, without fault and beyond the reasonable control of the party obligated, performance of the act will be excused for the period of the delay; and the period for the performance of any act will be extended for a period equivalent to the period of the delay.
- 19.3 **Interpretation.** Time is of the essence of any obligation where time is a factor. The use herein of any gender includes all other genders, and the use of the singular number includes the plural and

vice-versa, whenever the context so requires. Captions in this Lease are inserted for convenience of reference only and do not define, describe or limit the scope or the intent of this Lease or any of the terms hereof. The word "including" will be construed without limitation, as if the words "but not limited to" appear immediately after. The words shall, will and must have the same meaning, which is mandatory. This Lease will not be construed in favor of any party hereto, but to be construed fairly and broadly toward effectuating the purposes hereof. If any term, provision, covenant or condition of this Lease is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions will remain in full force and effect and will in no way be affected, impaired or invalidated. For purposes of this Lease, the parties to this Lease includes Owner and Tenant, and if applicable, any Subtenant in possession of a Subleased Property, but only with respect to the Subleased Property.

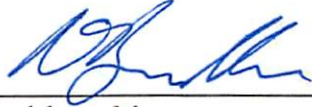
- 19.4 **Entire Agreement.** This Lease contains the entire agreement between the parties regarding the subject matter hereof. Any other oral or written representations, agreements, understandings and/or statements will be of no force and effect.
- 19.5 **Waiver; Amendment.** No modification, waiver, amendment, discharge or change of this Lease will be valid unless the same is in writing and signed by the party against which the enforcement of the modification, waiver, amendment, discharge or change is or may be sought. Owner and Tenant agree that they will not amend this Lease with respect to any Subleased Property without the prior written consent of the Subtenant thereof.
- 19.6 **Attorney's Fees.** If either party retains an attorney to enforce or interpret this Lease, the prevailing party will be entitled to recover reasonable attorneys' fees and litigation costs incurred through litigation, bankruptcy proceedings and all appeals.
- 19.7 **Governing Law.** This Lease will be construed and enforced in accordance with the laws of the State of Idaho.
- 19.8 **Binding Effect.** This Lease will bind, and inure to the benefit of, the parties and their respective successors and permitted assigns.
- 19.9 **Estoppel Certificates.** Either party will execute, acknowledge and deliver to the other party, within twenty (20) days after the request by the other party, a statement in writing certifying, if it is the case, that this Lease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified); the date of commencement of this Lease; the dates for which the rent and other charges have been paid; any alleged defaults and claims against the other party; and providing any other information as may be reasonably requested.
- 19.10 **Waiver of Trial by Jury.** EXCEPT AS OTHERWISE PROVIDED BY LAW, OWNER AND TENANT MUTUALLY, EXPRESSLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY FOR ANY PROCEEDINGS ARISING OUT OF OR IN CONNECTION WITH THIS LEASE, OR ANY CONDUCT OR COURSE OF DEALING OF THE PARTIES, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF ANY PERSONS. THIS WAIVER IS A MATERIAL INDUCEMENT TO OWNER TO ACCEPT DELIVERY OF THIS LEASE.

[end of text; counterpart signature pages follows]

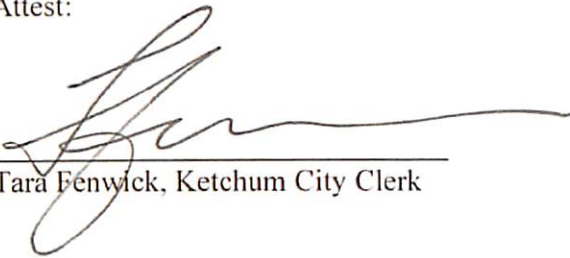
COUNTERPART SIGNATURE PAGE

DATED effective as of the Effective Date.

Owner: CITY OF KETCHUM, an Idaho municipal corporation

By: 
Neil Bradshaw, Mayor

Attest:


Tara Fenwick, Ketchum City Clerk

STATE OF IDAHO)
) ss.
County of Blaine)

This record was signed before me on Nov 18th 2021 by Neil Bradshaw as Mayor,
and by Tara Fenwick as City Clerk of the City of Ketchum.


Notary Signature



EXHIBIT A
LEGAL DESCRIPTION OF THE LAND

City Hall Property: **Lots 3 and 4 Block 45 of the Ketchum Original Town Site**

Parking Lot: **Lots W 75' of 7 and 8 Block 45 of the Ketchum Original Town Site**

EXHIBIT B
CONCEPT PLANS FOR PROJECT

