



CITY OF KETCHUM, IDAHO
PLANNING AND ZONING COMMISSION
Tuesday, August 27, 2024, 4:30 PM
191 5th Street West, Ketchum, Idaho 83340

AGENDA

PUBLIC PARTICIPATION INFORMATION

Public information on this meeting is posted outside City Hall.

We welcome you to watch Commission Meetings via live stream.

You will find this option on our website at www.ketchumidaho.org/meetings.

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

1. Join us via Zoom (*please mute your device until called upon*).
Join the Webinar: <https://ketchumidaho-org.zoom.us/j/89318872961>
Webinar ID: 893 1887 2961
2. Address the Commission in person at City Hall.
3. • Submit your comments in writing at participate@ketchumidaho.org (*by noon the day of the meeting*)

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

CALL TO ORDER:

ROLL CALL:

COMMUNICATIONS FROM COMMISSIONERS:

CONSENT AGENDA:

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

1. ACTION ITEM: Approval of the August 13, 2024 minutes
2. ACTION ITEM: Recommendation to review and approve the Findings of Fact, Conclusions of Law, and Decision for the Administrative Appeal of the 121 Badger Lane Planning Director Determination on a Floodplain Development Permit

PUBLIC HEARING:

3. ACTION ITEM: Recommendation to review and approve the Joan Dick Subdivision and adopt the Findings of Fact
4. ACTION ITEM: Recommend to review and approve the Adobe Luxury Rentals Conditional Use Permit for a two-year term and direct staff to return with the Findings of Fact, Conclusions of Law, and Decision

NEW BUSINESS:

ADJOURNMENT:



**CITY OF KETCHUM
MEETING MINUTES OF THE
PLANNING & ZONING COMMISSION
Tuesday, August 13, 2024**

CALL TO ORDER: *(00:00:13 in video)*

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

ROLL CALL:

Neil Morrow
Susan Passovoy
Brenda Moczygemba
Tim Carter
Matthew McGraw

ALSO PRESENT:

Morgan Landers – Director of Planning & Building
Abby Rivin – Senior Planner
Adam Crutcher – Associate Planner
Paige Nied – Associate Planner
Genoa Beiser – Zoning Technician
Heather Nicolai – Assistant to Planning & Building Director
Matthew Johnson - City Attorney

COMMUNICATIONS FROM COMMISSIONERS: *(00:00:30 in video)*

- None

CONSENT AGENDA: *(00:00:36 in video)*

1. ACTION ITEM: Approval of the July 9, 2024 minutes
2. ACTION ITEM: Recommendation to review and approved the Findings of Fact, Conclusions of Law, and Decision for the Bohica Mixed-Use (Papillon Condos) Design Review Amendment.

Motion to approve consent agenda. Motion made by Susan Passovoy , seconded by Brenda Moczygemba *(00:00:46 in video)*

MOVER: Susan Passovoy

SECONDER: Brenda Moczygemba

AYES: Brenda Moczygemba, Matthew McGraw, Tim Carter, Susan Passovoy & Neil Morrow

NAYS:

RESULT: UNANIMOUSLY ADOPTED

PUBLIC MEETING: (00:00:55 in video)

3. ACTION ITEM: Recommendation to review and provide feedback on the Pre-Application Design Review for the 1st and Washington Community Housing Development located at 211 E 1st St.
 - Staff Report-Abby Rivin, Senior Planner (00:01:10 in video)
 - Applicant Presentation - Suzanne Frick (00:16:10 in video)
 - Applicant Presentation - Ian McLaughlin-Project Manager, Pivot North (00:22:00 in video)
 - Commission questions for applicant and applicant responses (00:29:30 in video)

PUBLIC COMMENT OPENED (00:38:45 in video)

- Kristin McMahon (00:39:00 in video) *via Zoom
- Sarah Seppa (00:40:00 in video) *via Zoom
- Jennifer Rangel (00:45:15 in video) *via Zoom
- Jed Gray (00:47:47 in video)
- Daniel Brown (00:52:20 in video)
- John Melin (00:54:46 in video)
- Neil Morrow, PZ Commissioner (00:58:36 in video)
- Morgan Landers, Director of Planning & Building (01:00:25 in video)
- Tim Mott (01:01:41 in video)
- Geoff Isles (01:06:40 in video)
- Perry Boyle (01:08:07 in video)
- Scott Fergus (01:11:50 in video)
- Duffy Witmer (01:15:22 in video)
- Bronwyn Nickel (01:17:00 in video)
- Jeff Emerick (01:18:07 in video)
- Mark Ullman (01:20:40 in video)

PUBLIC COMMENT CLOSED (01:21:40 in video)

- Commission discussion and direction to applicant (01:21:59 in video)

BREAK (01:52:45 in video)

- Begin at 6:23 p.m.
- End at 6:35 p.m.

NEW BUSINESS: (01:55:00 in video)

4. ACTION ITEM: Recommendation to review and make a determination of Administrative Appeal (P23-014B) for the floodplain development permit issued at 121 Badger Ln.
 - Matthew Johnson – City Attorney (01:55:25 in video)
 - Appellant Presentation – Gary Slette, Attorney & Nicholas Osborne, Appellant (01:59:06 in video) 639
 - Matthew Johnson – City Attorney (02:30:25 in video)

- Commission questions for City Attorney & City Attorney’s response (02:31:11 in video)
- Applicant Presentation, Danielle Strollo – Attorney, Givens Pursley & Erick Powell – Senior Engineer, Brockway Engineering (02:33:39 in video)
- Commission questions for Erick Powell & Erick Powell’s response (02:57:15 in video)
- Matthew Johnson – City Attorney (03:01:30 in video)
- Appellant Rebuttal – Gary Slette, Attorney (03:02:16 in video)
- Commission questions for Gary Slette & Nicholas Osborne & Gary Slette & Nicholas Osborne’s response (03:07:39 in video)
- Matthew Johnson – City Attorney (03:10:47 in video)
- Appellant Rebuttal – Gary Slette, Attorney (03:11:40 in video)
- Commission questions for Staff and City Attorney. Staff and City Attorney’s responses. (03:12:25 in video)
- Commission deliberations (03:35:00 in video)

5. **Motion to affirm the Administrative Determination for the floodplain development permit issued at 121 Badger Ln.** Motion made by Susan Passovoy, seconded by Matthew McGraw (03:45:33 in video)

MOVER: Susan Passovoy

SECONDER: Matthew McGraw

AYES: Brenda Moczygemba, Matthew McGraw & Susan Passovoy

NAYS: Tim Carter & Neil Morrow

RESULT: 3-YAYS, 2-NAYS – MOTION PASSES

ADJOURNMENT:

Motion to adjourn at 8:28p.m. (03:48:09 in video)

MOVER: Neil Morrow

SECONDER: Susan Passovoy

AYES: Neil Morrow, Matthew McGraw, Tim Carter, Susan Passovoy & Neil Morrow

NAYS:

RESULT: UNANIMOUSLY ADOPTED

Neil Morrow – P & Z Commissioner

Morgan Landers – Director of Planning & Building

**BEFORE THE PLANNING & ZONING COMMISSION
OF THE
CITY OF KETCHUM**

In the Matter of the 2024)
Administrative Appeal of:)
Nicholas & Stephanie Osborn) **FINDINGS OF FACT,**
(Appellant) related to 121 Badger Lane) **CONCLUSIONS OF LAW, AND**
(Applicant)) **DECISION**
Of a Planning Director Determination)
on a Floodplain Development Permit,)

This matter comes before the Planning and Zoning Commission of the City of Ketchum ("Commission"), pursuant to Ketchum City Code 17.144.010, as an appeal by an affected party of a Planning Director determination. An appeal hearing on the matter was held before the Commission on August 13, 2024. The matter was further heard for adoption of this written Decision on August 27, 2024. The Commission does hereby make and set forth the following Record of Proceedings and the Commission's Decision as follows:

I. RECORD OF PROCEEDINGS

The Appellants in this matter are Nicholas and Stephanie Osborne ("Appellant"), neighboring property owners and an affected party, related to development and a floodplain development permit at 121 Badger Lane ("Project"), owned by 121 Badger Lane, LLC ("Applicant"). The Applicant served as primary Respondent in replying to the issues raised on administrative appeal. Both parties were represented by legal counsel. Both parties provided briefing in support of their arguments and positions.

A Record of Documents before the Ketchum Planning Department and upon administrative appeal ("Record") was prepared and submitted to the Commission. That Record, including briefs and memos filed by the parties, is hereby referenced and incorporated in full into the Record and this Decision.

This matter was previously heard on administrative appeal on substantially the same issues on December 12, 2023. The Decision at that time, finalized on January 9, 2024, provided for a remand to the Planning Department for further review and analysis on certain information. That Record, including briefs and memos filed by the parties, is hereby referenced and incorporated in full into the Record and this Decision. The result of that remand was further submission of information, additional technical and engineering review, and the issuance of a new Planning Director Determination, which is now the subject of this 2024 administrative appeal.

An appeal hearing on this matter was held on August 13, 2024, at which hearing the Commission heard oral arguments by the Parties, deliberated, and made a verbal determination. Such hearing was recorded and that recording is made a part of the Record in this matter. The City Attorney was directed to prepare a draft written decision based upon the verbal determination for the final review and approval in writing by the Commission.

II. JUDICIAL NOTICE AND REVIEW STANDARD

The Commission takes judicial notice of the Ketchum Municipal Code (KMC).

Pursuant to KMC § 17.144.010 (C), the Commission makes its determination considering the administrator determination below along with written and oral legal arguments by the Parties. New facts or evidence are not considered in the appeal. The Commission may affirm, reverse or

modify, in whole or in part, the order, requirement, decision or determination of the administrator. The Commission reviews the determination for clear error or abuse of discretion.

III. FINDINGS, CONCLUSIONS, AND DECISION

1. The Administrator's Determination was not in error.

Upon review of the Record and the argument of the Parties, the Commission finds that the Applicant appropriately submitted further required information and the Planning Department reviewed the application appropriately. There is no clear error by the Planning Department that would be cause for a reversal of the Determination.

The Planning Department appropriately required and the Applicant appropriately submitted significant additional technical information, analysis, and evaluation to support the Application. While this Commission is understanding of the Appellants' general concerns with development in this area, this particular floodplain development permit application has been thoroughly reviewed and the review process is in compliance with the City Code.

Appellants assert that City Code requires further evaluation of alternative approaches. However, upon presentation of argument and information, this Commission finds that the Applicant and Planning Department did appropriately discuss and evaluates alternatives to the extent required based upon the development circumstances associated with this site. As was found by the Planning Department, alternatives for the subject driveway were constrained by the limited locations for building construction without causing different flood-related concerns.

Appellants argue that the proposed culverts system is inadequate. However, Applicant and the Planning Department have shown substantial technical review and modelling of the

culvert system sufficient to satisfy the requirements of City Code. Additionally, the Planning Department provided appropriate clarifying information on enforcement mechanisms to address Appellants' argument about blockages and enforcement.

Based on the above, this Commission finds no error or abuse of discretion by the Planning Department to warrant a reversal or further remand. Based upon the foregoing review and analysis, and good cause appearing from the record in these proceedings, the Commission AFFIRMS the Administrator Determination as presented in this matter and authorizes the Chair to sign this Decision on behalf of the Commission.

Neil Morrow, Chair

ATTEST:

By: _____
, Deputy City Clerk

NOTICE OF APPEAL RIGHTS:

This Decision constitutes the written decision of the Commission pursuant to KMC 17.144.010(D). The City Clerk is directed to transmit this Decision to the Appellant and any other affected person who has requested a copy in writing. All parties and affected persons are hereby notified of this decision and their option to consider further action, including further appeal, pursuant to the proceedings set forth in KMC 17.144.020 and Idaho Code § 67-6521.

A copy of this Decision has been provided to the Appellant, Planning Director, and City Attorney, and the original has been retained in the records of this City on this ____ day of _____, 2024.

By: _____
, Deputy City Clerk

WHITE PETERSON

ATTORNEYS AT LAW

MARC J. BYBEE
MAREN C. ERICSON
WM. F. GIGRAY, III
MATTHEW A. JOHNSON
JACOB M. JONES
WILLIAM F. NICHOLS *
BRIAN T. O'BANNON *

WHITE, PETERSON, GIGRAY & NICHOLS, P.A.
CANYON PARK AT THE IDAHO CENTER
5700 E. FRANKLIN RD., SUITE 200
NAMPA, IDAHO 83687-7901
TEL (208) 466-9272
FAX (208) 466-4405
EMAIL: mjohnson@whitepeterson.com

PHILIP A. PETERSON
WILLIAM L. PUNKONEY

TERRENCE R. WHITE
OF COUNSEL
WILLIAM F. "BUD" YOST
OF COUNSEL

* Also admitted in OR

August 27, 2024

To: Planning & Zoning Commissioners,
City of Ketchum

From: Matthew Johnson, City Attorney

Re: 121 Badger Lane FDP Administrative Appeal (2024) – Decision

Background:

This written Decision was drafted by the City Attorney from the discussion and determination at the Commission's 08/13/24 administrative appeal hearing on this matter. This Decision will formalize and final that determination, as is required within 30 days of the administrative appeal hearing.

The attached draft remains open to modifications as deemed appropriate by the Commission to reflect the Commission's determination and the reasons for such. In the event of modifications, an alternative motion is provided below.

Recommended Motion:

Recommended Motion: *I move to approve the written Decision as presented by the City Attorney, and authorize the Chair to sign.*

Alternative Motion: *I move to approve the written Decision as presented by the City Attorney, with the following changes: [OR "with the changes as specified in our discussion"], and authorize the Chair to sign.*



City of Ketchum
Planning & Building

STAFF REPORT
KETCHUM PLANNING & ZONING COMMISSION
REGULAR MEETING OF AUGUST 27, 2024

PROJECT: Joan Dick Subdivision

FILE NUMBER: P24-056

APPLICATION TYPE: Subdivision Preliminary Plat

REPRESENTATIVE: Matt Smithman, Galena-Benchmark Engineering

PROPERTY OWNER: John A. Dick, Marianne H. Dick

REQUEST: Subdivide existing lot to create two lots (Lot 1 & Lot 2).

LOCATION: 560 Wood River Dr - (TL 4271)

ZONING: Limited Residential (LR)

NOTICE: A public meeting notice for the project was mailed to all owners of property within 300 feet of the project site and all political subdivisions on August 7, 2024. The notice was published in the Idaho Mountain Express on August 7, 2024. A notice was posted on the project site and the city's website on August 12, 2024.

REVIEWER: Adam Crutcher – Associate Planner

EXECUTIVE SUMMARY

The applicant has submitted a subdivision application to create two lots out of the existing Tax Lot 4271 at 560 Wood River Dr (the "subject property"). The subject property is zoned Limited Residential (LR) and contains an existing single-family residence. See Figure 1 for the location of the subject property. As proposed, the new lots would be accessed off Wood River Dr and have an area of 12,070 square feet. The existing residence that resides on the subject property was built in 1967 and is proposed to be demolished and replaced by two single family residences on the newly created lots. As the demolition of the existing residence is proposed, a building permit for a replacement project must be submitted prior to the demolition application being approved. The demolition of the residence must occur prior to recording of the final plat (condition of approval #2) in order to not create a non-conforming building across property lines. Any new development proposal will need to meet all zoning standards of the LR Zoning District. The project is subject to preliminary plat procedures and standards listed in KMC 16.04.030 and 16.04.040. Staff finds the project to be in conformance with all applicable subdivision requirements for preliminary plats and zoning standards.



Figure 1. Subject property (highlighted in blue)

BACKGROUND

The Planning and Building Department received the subdivision application for the project on June 11, 2024. Following the receipt of the application, staff routed the application materials to all city departments for review. After one round of review, the application was scheduled for hearing.

ANALYSIS

During Department Review, staff reviewed the preliminary plat application for conformance with KMC 16.04.030 – *Procedures for subdivision approval* and KMC 16.04.040 – *Development and Design*. Based on a thorough analysis, staff believes the project complies with all applicable subdivision regulations. A full analysis of the applicable standards can be found in Attachment C. Below is an overview of some of the more notable criteria and standards.

Dimensional Standards

New lots created in the LR zone district must meet dimensional standards as outlined in KMC 17.12.030. Subdivision applications must demonstrate that the lot(s) created conform to the minimum lot area, minimum lot width, and building setback lines. For subdivisions of existing lots, a subdivision of land cannot create a nonconformity. For this application, the minimum lot area and widths are in conformance with the LR zone district. Lots in the LR zone are required to be a minimum of 9,000 square feet with an average width of 80 feet. The two new lots are both 12,070 square feet in area and 84 feet wide at the narrowest point. Average lot width is calculated by taking a width measurement, parallel to the front property boundary at every 10 feet for the depth of the property and taking the average of those measurements.

Building setback lines for development on the new lots will be reviewed and verified at building permit application. The existing residence will need to be demolished prior to approval of the final plat so as to not create a non-conforming building crossing property lines.

Based on this analysis, staff believes that the proposed subdivision meets all applicable dimensional standards.

Subdivision Standards

Please see Attachment C for the review of all requirements and standards. Where “N/A” is checked, the standard is not applicable for one of the following reasons:

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

Conclusion

Staff believes the proposed preliminary plat, as conditioned, meets the intent of the comprehensive plan, meets all applicable zoning requirements, and meets all applicable subdivision requirements and standards for a preliminary plat.

STAFF RECOMMENDATION:

Staff recommends **approval** of the Subdivision Preliminary Plat application subject to the following conditions:

1. Failure to record a Final Plat within two (2) years of Council’s approval of a Preliminary Plat shall cause the Preliminary Plat to be null and void.
2. Prior to recording a Final Plat, the existing residence shall be demolished. Failure to demolish the existing residence shall cause the Preliminary Plat to be null and void.

RECOMMENDED MOTION:

“I move to recommend approval of the Joan Dick Subdivision Preliminary Plat application, as conditioned, and adopt the Findings of Fact, Conclusions of Law, and Decision.”

ATTACHMENTS:

- A. Application Materials – Application and supplemental materials
- B. Application Materials – Preliminary Plat Plan Set
- C. Preliminary Plat Standards
- D. Draft Findings of Fact, Conclusions of Law, and Decision

Attachment A: Application Materials



City of Ketchum
Planning & Building

OFFICIAL USE ONLY
Application Number: P24-056
Date Received: 6/11/24
By: GB
Fee Paid: \$2900
Approved Date:
By:

Subdivision Application-Preliminary Plat

Submit completed application and documentation to planningandzoning@ketchumidaho.org Or hand deliver to Ketchum City Hall, 191 5th St. W. Ketchum, ID If you have questions, please contact the Planning and Building Department at (208) 726-7801. To view the Development Standards, visit the City website at: www.ketchumidaho.org and click on Municipal Code. You will be contacted and invoiced once your application package is complete.

APPLICANT INFORMATION			
Name of Proposed Subdivision: Joan Dick Subdivision			
Owner of Record: John A. Dick, Marianne H. Dick			
Address of Owner: 5035 Princess Anne Rd., La Canada, CA 91011			
Representative of Owner: Galena-Benchmark Engineering		Phone #: 208-726-4729	
Email: matt@galena-benchmark.com			
Legal Description: Ketchum FR SW SE TL 4271 SEC 13 4N 17E RPK RPK4N170132210			
Street Address: 560 Wood River Dr.			
SUBDIVISION INFORMATION			
Number of Lots/Parcels: Current = 1; Proposed = 2			
Total Land Area: 24,140 SF (0.55 acre)			
Current Zoning District: LR			
Proposed Zoning District: LR			
Overlay District: none			
TYPE OF SUBDIVISION			
Condominium <input type="checkbox"/>	Land <input checked="" type="checkbox"/>	PUD <input type="checkbox"/>	Townhouse <input type="checkbox"/>
Adjacent land in same ownership in acres or square feet: none			
Easements to be dedicated on the final plat: A 25' Scenic Easement and a 10' Fish & Nature Study Easement are proposed to be dedicated on the plat.			
Briefly describe the improvements to be installed prior to final plat approval: Prior to final plat approval, the existing structure onsite will be demolished. Improvements will be installed in accordance with approved Building Permit plans that will follow final platting of the subdivision.			
ADDITIONAL INFORMATION			
All lighting must be in compliance with the City of Ketchum's Dark Sky Ordinance One (1) copy of Articles of Incorporation and By-Laws of Homeowners Associations and/or Condominium Declarations One (1) copy of current title report and owner's recorded deed to the subject property One (1) copy of the preliminary plat All files should be submitted in an electronic format to planningandzoning@ketchumidaho.org			

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

6/5/2024

Applicant Signature Representative Signature

Date

Preliminary Plat Requirements

The preliminary plat shall be drawn to a scale of not less than one-inch equals 100 feet and shall show the following:

To be shown on plat:

- The scale, north point and date.
- The name of the proposed subdivision.
- The name and address of the owner of record, the subdivider, and the engineer, surveyor, or other person preparing the plat.
- Legal description of the area platted.
- The names and the intersecting boundary lines of adjoining subdivisions and parcels of property.
- A contour map of the subdivision with contour lines and a maximum interval of two feet to show the configuration of the land based upon the United States Geodetic Survey data, or other data approved by the City Engineer.
- The scaled location of existing buildings, water bodies and courses and location of the adjoining or immediately adjacent dedicated streets, roadways and easements, public and private.
- Boundary description and the area of the tract.
- Existing zoning of the tract.
- The proposed location of street rights-of-way, lots, and lot lines, easements, including all approximate dimensions, and including all proposed lot and block numbering and proposed street names.
- The location, approximate size and proposed use of all land intended to be dedicated for public use or for common use of all future property owners within the proposed subdivision.
- The location, size and type of sanitary and storm sewers, water mains, culverts and other surface or subsurface structures existing within or immediately adjacent to the proposed sanitary or storm sewers, water mains, and storage facilities, street improvements, street lighting, curbs, and gutters and all proposed utilities.
- The direction of drainage, flow and approximate grade of all streets.
- The location of all drainage canals and structures, the proposed method of disposing of runoff water, and the location and size of all drainage easements, whether they are located within or outside of the proposed plat.
- Vicinity map drawn to approximate scale showing the location of the proposed subdivision in reference to existing and/or proposed arterials and collector streets.
- The boundaries of the floodplain, floodway and avalanche overlay district shall also be clearly delineated and marked on the preliminary plat or a note provided if the entire project is in the floodplain, floodway or avalanche overlay district.
- Building envelopes shall be shown on each lot, all or part of which is within a floodway, floodplain, or avalanche zone; or any lot that is adjacent to the Big Wood River, Trail Creek, or Warm Springs Creek; or

any lot, a portion of which has a slope of 25 percent or greater; or upon any lot which will be created adjacent to the intersection of two or more streets.

- Lot area of each lot.
- Existing mature trees and established shrub masses.

To be provided to Administrator:

- Subdivision names shall not be the same or confused with the name of any other subdivision in Blaine County, Idaho and shall be approved by the Blaine County assessor.
- All percolation tests and/or exploratory pit excavations required by State health authorities.
- A copy of the provisions of the articles of incorporation and bylaws of homeowners' association and/or condominium declarations to be filed with the final plat of the subdivision.
- A current title report shall be provided at the time that the preliminary plat is filed with the Administrator, together with a copy of the owner's recorded deed to such property.
- A digital copy of the preliminary plat shall be filed with the Administrator.

City of Ketchum Subdivision Recording Procedures & Plat Certificates

Recording Procedures

Once a subdivision application is approved by the Ketchum City Council, signature and recording of plats shall be completed using the following process:

1. Applicant prints all sheets of the plat on mylar, with all required certificates, and gathers signatures from the owner, surveyor, and health department.
2. Applicant delivers all mylar sheets to Ketchum City Hall, 191 W 5th Street addressed to the Staff Planner on the application.
3. Staff Planner will gather required signatures from the City Engineer and City Clerk and sign the plat.
4. Once all signatures have been gathered, the Staff Planner will notify the applicant that the plat is ready for pick-up at City Hall.
5. The applicant is responsible for gathering all remaining signatures and recording the plat with the Blaine County Clerk and Recorder.
6. Per Section 16.04.030.K of the Ketchum Municipal Code, the following certificates are required for subdivision plats for property within the City of Ketchum:
 - a. Certificate by registered engineer or surveyor preparing the map certifying to the accuracy of surveying plat.
 - b. Certification of owner(s) of record and all holders of security interest(s) of record with regard to such property.
 - c. Certification and signature of engineer (surveyor) verifying that the subdivision and design standards meet all City requirements.
 - d. Certification and signature of the City Engineer verifying that the subdivision and design standards meet all City requirements.
 - e. Certification and signature of the City Clerk of the City of Ketchum verifying that the subdivision has been approved by the council.



City of Ketchum
Planning & Building

Plat Certificates - The following certificate language shall be included on all plats for property within the Ketchum City Limits. The certificates listed below are in addition to certificates required by Blaine County.

Ketchum City Council Certificate

I, the undersigned, City Clerk, in and for the City of Ketchum, Blaine County, Idaho, do hereby certify that at a regular meeting of the City Council held on the ____ day of _____, 20__, this plat was duly accepted and approved.

Trent Donat, City Clerk, City of Ketchum

City Engineer Certificate

I, the undersigned, City Engineer in and for the City of Ketchum, Blaine County, Idaho, do hereby approve this plat on this ____ day of _____, 20__, and certify that it is in accordance with the City of Ketchum subdivision ordinance.

Robyn Mattison, City Engineer, City of Ketchum

City Planner Certificate

I, the undersigned, Planner in and for the City of Ketchum, Blaine County, Idaho, do hereby approve this plat on this ____ day of _____, 20__, and certify that it is in accordance with the City of Ketchum subdivision ordinance.

[insert name of planner], City of Ketchum

The following plat certificate is only required for all new subdivisions or projects that require the expertise of a civil engineer.

Project Engineer Certificate

I, the undersigned, project engineer for the [insert name of plat] certify that the subdivision is in accordance with the City of Ketchum Subdivision standards.

[Insert Engineer Name], [Insert Company Name]

For questions or comments on the information provided above, please contact the Planning Department at planningandbuilding@ketchumidaho.org or call (208) 726-7801.



CLTA GUARANTEE

ISSUED BY
STEWART TITLE GUARANTY COMPANY
A CORPORATION, HEREIN CALLED THE COMPANY

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE, AND SUBJECT TO THE FURTHER EXCLUSION AND LIMITATION THAT NO GUARANTEE IS GIVEN NOR LIABILITY ASSUMED WITH RESPECT TO THE IDENTITY OF ANY PARTY NAMED OR REFERRED TO IN SCHEDULE A OR WITH RESPECT TO THE VALIDITY, LEGAL EFFECT OR PRIORITY OF ANY MATTER SHOWN THEREIN.

GUARANTEES

the Assured named in Schedule A against actual monetary loss or damage not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

Dated: January 12, 2024

Signed under seal for the Company, but this endorsement is to be valid only when it bears an authorized countersignature.

Countersigned by:

Authorized Countersignature



Frederick H. Eppinger
President and CEO

David Hisey
Secretary

TitleOne
Company Name

271 1st Ave North
PO Box 2365
Ketchum, ID 83340
City, State

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the company for further information as to the availability and cost.

GUARANTEE CONDITIONS AND STIPULATIONS

1. **Definition of Terms** - The following terms when used in the Guarantee mean:
 - (a) "the Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
 - (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
 - (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
 - (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
 - (e) "date": the effective date.
2. **Exclusions from Coverage of this Guarantee** - The Company assumes no liability for loss or damage by reason of the following:
 - (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
 - (b) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water; whether or not the matters excluded by (1), (2) or (3) are shown by the public records.
 - (c) Assurances to title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A)(C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
 - (d) (1) Defects, liens, encumbrances or adverse claims against the title, if assurances are provided as to such title, and as limited by such assurances.
(2) Defects, liens, encumbrances, adverse claims or other matters (a) whether or not shown by the public records, and which are created, suffered, assumed or agreed to by one or more of the Assureds; (b) which result in no loss to the Assured; or (c) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of assurances provided.
3. **Notice of Claim to be Given by Assured Claimant** - An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.
4. **No Duty to Defend or Prosecute** - The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.
5. **Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate** - Even though the Company has no duty to defend or prosecute as set forth in Paragraph 4 above:
 - (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
 - (b) If the Company elects to exercise its options as stated in Paragraph 5(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
 - (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
 - (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.
6. **Proof of Loss or Damage** - In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such Assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by an authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.
7. **Options to Pay or Otherwise Settle Claims: Termination of Liability** - In case of a claim under this Guarantee, the Company shall have the following additional options:
 - (a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

GUARANTEE CONDITIONS AND STIPULATIONS

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price. Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5, and the Guarantee shall be surrendered to the Company of cancellation.

- (b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5.

- 8. Determination and Extent of Liability** - This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the exclusions stated in Paragraph 2.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- the amount of liability stated in Schedule A;
- the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 7 of these Conditions and Stipulations or as reduced under Section 10 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
- the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

9. Limitation of Liability

- If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.
- The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

- 10. Reduction of Liability or Termination of Liability** - All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 5 shall reduce the amount of liability pro tanto.

11. Payment Loss

- No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

- 12. Subrogation Upon Payment or Settlement** - Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

- 13. Arbitration** - Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules. A copy of the Rules may be obtained from the Company upon request.

14. Liability Limited to This Guarantee; Guarantee Entire Contract

- This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- No amendment or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

- 15. Notices, Where Sent** - All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at P. O. Box 2029, Houston, TX 77252-2029.

LOT BOOK GUARANTEE
Issued By
Stewart Title Guaranty Company

SCHEDULE A

File No. 24492627
State: ID
County: Blaine

<u>Guarantee No.</u>	<u>Liability</u>	<u>Date of Guarantee</u>	<u>Fee</u>
G-2222-000090265	\$1,000.00	January 12, 2024 at 7:30 a.m.	\$200.00

Name of Assured:

The assurances referred to on the face page hereof are:

1. **That, according to the Company's property records relative to the following described land (but without examination of those Company records maintained and indexed by name):**

TOWNSHIP 4 NORTH, RANGE 17 EAST, BOISE MERIDIAN, BLAINE COUNTY, IDAHO:

Section 13; all that portion of the SW1/4 SE 1/4, more particularly described as follows:

BEGINNING at the Northeast corner of said SW % SE %; thence
N. 89° 12' W., 780.60 feet; thence
S. 00° 14' E., 84.00 feet; thence
S. 59° E., 90. 00 feet; thence
S. 34° E. 110. 00 feet; thence
S. 29° E. 265. 00 feet to the TRUE POINT OF BEGINNING; thence
N. 29°W., 119. 00 feet; thence
S. 62° 30' W., 138.00 feet; thence
S. 30° B, 144.00 feet; thence
S. 32° E., 26.00 feet; thence
Northeasterly along a straight line to a point which lies S. 42° E., 62.00 feet from the TRUE POINT OF BEGINNING; thence
N. 42°W., 62.00 feet from the TRUE POINT OF BEGINNING.

Also known as Tax Lot 4271

Note: The County Assessor states the legal description needs more information in order to draw out correctly, specifically in regards to the 2nd to last call.

2. **The last recorded instrument purporting to transfer title to said land is:**

Deed Type: Grant Deed

Grantors: Richard Dick as Personal Representative of the Estate of Joan Marion Dick, deceased

Grantees: John A. Dick, a married man, as his sole and separate property, as to an undivided 50% interest and Marianne H. Dick, a single woman, as to an undivided 50% interest as tenants in common

Recorded Date: September 9, 1993

Instrument: 356594

[Click here to view](#)

Deed Type: Grant Deed
Grantors: Lisa A. Dick, wife of grantee
Grantees: John A. Dick, a married man, as his sole and separate property
Recorded Date: September 9, 1993
Instrument: 356595
[Click here to view](#)

3. There are no mortgages or deeds of trust which purport to affect title to said land, other than those shown below under Exceptions.
4. There are no (homesteads, agreements to convey, attachments, notices of non-responsibility, notices of completion, tax deeds) which purport to affect title to said land, other than shown below under Exceptions.
5. No guarantee is made regarding (a) matters affecting the beneficial interest of any mortgage or deed of trust which may be shown herein as an exception, or (b) other matters which may affect any such mortgage or deed of trust.
6. No guarantee is made regarding any liens, claims of liens, defects or encumbrances other than those specifically provided for above, and, if information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

EXCEPTIONS:

1. NOTE: According to the available records, the purported address of the land referenced herein is:

560 Wood River Dr, Ketchum, ID 83340

2. Taxes, including any assessments collected therewith, for the year 2023 for which the first installment is paid, and the second installment is due and payable on or before June 20, 2024.

Parcel Number: [RPK4N170132210](#)

Original Amount: \$11,906.02

NOTE: A property tax reduction (which reduction is shown as a credit on the property tax notice) was given in the amount of \$130.68. This property tax relief was appropriated by the Legislature, according to House Bill 292. The above tax amount does not reflect this reduction.

3. The land described herein is located within the boundaries of the City of Ketchum and is subject to any assessments levied thereby.

4. Reservations and exceptions in a United States Patent, and in the act authorizing the issuance thereof, recorded April 3, 1950 as Instrument No. [97003](#), records of Blaine County, Idaho.

5. Right of way for ditches, tunnels, telephone, and distribution lines constructed by authority of the United States, as granted to the United States under the provisions of Section 58-604 Idaho Code.

6. Right, title and interest of Marianne H. Dick, as Trustee of The Marianne H. Dick Living Trust established January 13, 2000, whose interest is disclosed by reason of a deed recorded as Instrument No. [503208](#), records of Blaine County, Idaho. **This deed is not being recognized by the county due to the legal hold on the property.**

Sun Valley Title

By:



Nick Busdon, Authorized Signatory

JUDGMENT AND TAX LIEN GUARANTEE

Issued By
Stewart Title Guaranty Company

SCHEDULE A

Amount of Liability: \$1,000.00

Fee Amount: \$0.00

Guarantee No.: G-2222-000090265

Name of Assured:

Date of Guarantee: January 12, 2024

That, according to the indices of the County Recorder of Blaine County, State of ID, for a period of 10 years immediately prior to the date hereof, there are no

- * Federal Tax Liens
- * Abstracts of Judgment, or
- * Certificates of State Tax Liens

filed, or recorded against the herein named parties, other than those for which a release appears in said indices and other than those shown under Exceptions.

The parties referred to in this guarantee are as follows:

John A. Dick, a married man, as his sole and separate property, as to an undivided 50% interest and Marianne H. Dick, a single woman, as to an undivided 50% interest as tenants in common

Sun Valley Title
By:



Nick Busdon, Authorized Signatory

SCHEDULE B

Exceptions:

NONE

#19083
AIB 87

NP
1

RECORDING REQUESTED BY

MAIL TAX STATEMENT TO

BLAINE CO. REQUEST
OF SAWTOOTH TITLE

1993 SEP -9 P 1:47 356594

Deed
ms
6

WHEN RECORDED MAIL TO

Name
Street Address
City & State
JOHN A. DICK AND
MARIANNE H. DICK
711 MAGNOLIA AVENUE
PASADENA, CA 91106

ORDER NO.
ESCROW NO. 23732-L

SPACE ABOVE RECORDER'S USE ONLY

GRANT DEED (INDIVIDUAL)

The undersigned grantor(s) declare(s):
Documentary transfer tax is \$ -0- NO CONSIDERATION
() Computed on full value of property conveyed, or
() Computed on full value less value of liens and encumbrances remaining at time of sale.
() Unincorporated area () City of _____
Tax Parcel No. _____

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
RICHARD DICK AS PERSONAL REPRESENTATIVE OF THE ESTATE OF JOAN MARION DICK, deceased.

hereby GRANT(S) to JOHN A. DICK, a married man as his sole and separate property as to an undivided 50% interest and MARIANNE H. DICK, a single woman as to an undivided 50% interest as tenants in common.

the following described real property in the CITY OF KETCHUM
County of BLAINE, State of ~~California~~ IDAHO

SEE ATTACHED EXHIBIT "A" FOR COMPLETE LEGAL DESCRIPTION HERETO AND MADE A PART HEREOF.

AKA: 560 WOOD RIVER DRIVE, KETCHUM, ID 83340

Richard Dick

Dated AUGUST 5, 1993 RICHARD DICK, ~~estate~~ personal representative
[Signature]

STATE OF CALIFORNIA }
County of Orange

On 8/16/93 before me, Lorraine Shoun
Notary Public, personally appeared Richard Dick
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Lorraine Shoun (Seal)



EXHIBIT "A"

TOWNSHIP 4 NORTH, RANGE 17 EAST, BOISE MERIDIAN, BLAINE COUNTY, IDAHO.

SECTION 13; All that portion of the SW1/4 SE1/4, more particularly described as follows:

BEGINNING at the Northeast corner of said SW1/4 SE1/4; thence N. 83° 12' W., 700.00 feet; thence S. 00° 14' E., 04.00 feet; thence S. 55° E., 90.00 feet; thence S. 34° E., 110.00 feet; thence S. 29° E., 265.00 feet to the TRUE POINT OF BEGINNING; thence N. 29° W., 119.00 feet; thence S. 62° 30' W., 138.00 feet; thence S. 30° E., 144.00 feet; thence S. 32° E., 26.00 feet; thence Northeastly along a straight line to a point which lies S. 42° E., 62.00 feet from the TRUE POINT OF BEGINNING; thence N. 42° W., 62.00 feet from the TRUE POINT OF BEGINNING.

ALL-PURPOSE ACKNOWLEDGMENT

NO 209

State of California
County of Orange
On 8/16/93 before me, Lorraine Shoun
DATE NAME TITLE OF OFFICER E.G. "JANE DOE NOTARY PUBLIC"
personally appeared Richard Dick
NAME(S) OF SIGNER(S)

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL(S)
- CORPORATE OFFICER(S) TITLE(S)
- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- SUBSCRIBING WITNESS
- GUARDIAN CONSERVATOR
- OTHER: Personal
representative

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



Witness my hand and official seal.
Lorraine Shoun
SIGNATURE OF NOTARY

SIGNER IS REPRESENTING:

NAME OF PERSON(S), OR ENTITY(IES)

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to unauthorized document.
THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:
Title or Type of Document Grant Deed (Individual)
Number of Pages 1 Date of Document 8/5/93
Signer(s) Other Than Named Above None

Order No. 23732-L
Escrow No.

± 1905B
AMB 89

NP
2

WHEN RECORDED MAIL TO:

JOHN A. DICK
711 MAGNOLIA AVENUE
PASADENA, CA 91106

BLAINE CO. REQUEST
OF **SAWTOOTH TITLE**

1993 SEP -9 P 1:47

356595

RECORDED BY CLERK Mrs
1993 9 6 00

Seal

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO:

same as above

DOCUMENTARY TRANSFER TAX \$-0- NO CONSIDERATION

Computed on the consideration or value of property conveyed; OR
Computed on the consideration or value less liens or encumbrances
remaining at time of sale.
is exempt from imposition of the Documentary Transfer Tax
pursuant to Revenue and Taxation Code § 11927(a), on transfer-
ring community, quasi-community, or quasi-marital property,
assets between spouses, pursuant to a judgment, an order, or a
written agreement between spouses in contemplation of any
such judgment or order

Signature of declaring grantor or grantee

INTERSPOUSAL TRANSFER GRANT DEED

(Excluded from reappraisal under California Constitution Article 13 A § 1 et seq.)

This is an Interspousal Transfer and not a change in ownership under § 63 of the Revenue and Taxation Code and Grantor(s) has (have) checked the applicable exclusion from reappraisal:

- A transfer to a trustee for the beneficial use of a spouse, or the surviving spouse of a deceased transferor, or by a trustee of such a trust to the spouse of the trustor.
- A transfer to a spouse or former spouse in connection with a property settlement agreement or decree of dissolution of a marriage or legal separation, or
- A creation, transfer, or termination, solely between spouses, of any co-owner's interest.
- The distribution of a legal entity's property to a spouse or former spouse in exchange for the interest of such spouse in the legal entity in connection with a property settlement agreement or a decree of dissolution of a marriage or legal separation.
- Other: _____

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

LISA A. DICK, wife of grantee

hereby GRANT(S) to

JOHN A. DICK, a married man as his sole and separate property.

the real property in the City of KETCHUM, County of BLAINE
State of ~~California~~ IDAHO, described as

SEE ATTACHED EXHIBIT "A" FOR COMPLETE LEGAL DESCRIPTION HERETO AND MADE A PART HEREOF.

AKA: 560 WOOD RIVER DRIVE, KETCHUM, ID 83340

Dated AUGUST 5, 1993

Lisa A. Dick
LISA A. DICK

STATE OF CALIFORNIA :
COUNTY OF : ss

On _____
before me, the undersigned, a Notary Public in and for said State, personally appeared:

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

WITNESS my hand and official seal.

(This area for official notarial seal)

Signature _____

MAIL TAX STATEMENTS AS DIRECTED ABOVE

FD-13C

EXHIBIT "A"

TOWNSHIP 4 NORTH, RANGE 17 EAST, BOISE MERIDIAN, BLAINE COUNTY, IDAHO.

SECTION 13; All that portion of the SW1/4 SE1/4, more particularly described as follows:

BEGINNING at the Northeast corner of said SW1/4 SE1/4; thence
N. 89° 12' W., 700.00 feet; thence
S. 00° 14' E., 84.00 feet; thence
S. 59° E., 90.00 feet; thence
S. 34° E., 110.00 feet; thence
S. 29° E., 265.00 feet to the TRUE POINT OF BEGINNING; thence
N. 29° W., 119.00 feet; thence
S. 62° 30' W., 138.00 feet; thence
S. 30° E., 144.00 feet; thence
S. 32° E., 26.00 feet; thence
Northeasterly along a straight line to a point which lies S. 42° E., 62.00 feet from the
TRUE POINT OF BEGINNING; thence
N. 42° W., 62.00 feet from the TRUE POINT OF BEGINNING.

Initial
LD

STATE OF CALIFORNIA }
COUNTY OF ORANGE } ss

On AUGUST 30, 1993 before me LAURIE J. ORR

personally appeared LISA A. DICK

_____ personally known to me (or proved

to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within

instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies),

and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the

person(s) acted, executed the instrument

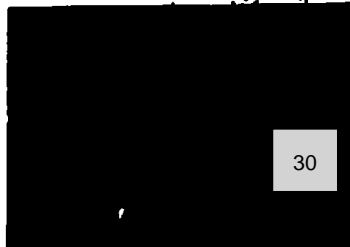
WITNESS my hand and official seal

Signature

Laurie J. Orr



(This area for official notarial seal)



3008 (1/93) - (General) First American Title Company

#19083
AIB 87

NP
1

RECORDING REQUESTED BY

MAIL TAX STATEMENT TO

BLAINE CO. REQUEST
OF SAWTOOTH TITLE

1993 SEP -9 P 1:47 356594

Deed
ms
6

WHEN RECORDED MAIL TO

Name
Street Address
City & State
JOHN A. DICK AND
MARIANNE H. DICK
711 MAGNOLIA AVENUE
PASADENA, CA 91106

ORDER NO.
ESCROW NO. 23732-L

SPACE ABOVE RECORDER'S USE ONLY

GRANT DEED (INDIVIDUAL)

The undersigned grantor(s) declare(s):
Documentary transfer tax is \$ -0- NO CONSIDERATION
() Computed on full value of property conveyed, or
() Computed on full value less value of liens and encumbrances remaining at time of sale.
() Unincorporated area () City of _____
Tax Parcel No. _____

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
RICHARD DICK AS PERSONAL REPRESENTATIVE OF THE ESTATE OF JOAN MARION DICK, deceased.

hereby GRANT(S) to JOHN A. DICK, a married man as his sole and separate property as to an undivided 50% interest and MARIANNE H. DICK, a single woman as to an undivided 50% interest as tenants in common.

the following described real property in the CITY OF KETCHUM
County of BLAINE, State of ~~California~~ IDAHO

SEE ATTACHED EXHIBIT "A" FOR COMPLETE LEGAL DESCRIPTION HERETO AND MADE A PART HEREOF.

AKA: 560 WOOD RIVER DRIVE, KETCHUM, ID 83340

Richard Dick

Dated AUGUST 5, 1993 RICHARD DICK, ~~estate~~ personal representative

STATE OF CALIFORNIA }
County of Orange

On 8/16/93 before me, Lorraine Shoun
Notary Public, personally appeared Richard Dick
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Lorraine Shoun (Seal)



EXHIBIT "A"

TOWNSHIP 4 NORTH, RANGE 17 EAST, BOISE MERIDIAN, BLAINE COUNTY, IDAHO.

SECTION 13; All that portion of the SW1/4 SE1/4, more particularly described as follows:

BEGINNING at the Northeast corner of said SW1/4 SE1/4; thence N. 83° 12' W., 700.00 feet; thence S. 00° 14' E., 04.00 feet; thence S. 55° E., 90.00 feet; thence S. 34° E., 110.00 feet; thence S. 29° E., 265.00 feet to the TRUE POINT OF BEGINNING; thence N. 29° W., 119.00 feet; thence S. 62° 30' W., 138.00 feet; thence S. 30° E., 144.00 feet; thence S. 32° E., 26.00 feet; thence Northeastly along a straight line to a point which lies S. 42° E., 62.00 feet from the TRUE POINT OF BEGINNING; thence N. 42° W., 62.00 feet from the TRUE POINT OF BEGINNING.

ALL-PURPOSE ACKNOWLEDGMENT

NO 209

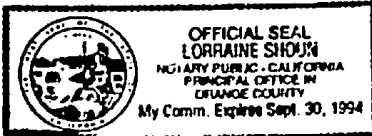
State of California

County of Orange

On 8/16/93 before me, Lorraine Shoun
DATE NAME TITLE OF OFFICER E.G. "JANE DOE NOTARY PUBLIC"

personally appeared Richard Dick
NAME(S) OF SIGNER(S)

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



Witness my hand and official seal.

Lorraine Shoun
SIGNATURE OF NOTARY

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL(S)
- CORPORATE OFFICER(S) _____ TITLE(S) _____
- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- SUBSCRIBING WITNESS
- GUARDIAN CONSERVATOR
- OTHER: Personal Representative

SIGNER IS REPRESENTING:
NAME OF PERSON(S), OR ENTITY(IES)

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to unauthorized document.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

Title or Type of Document Grant Deed (Individual)
Number of Pages 1 Date of Document 8/5/93
Signer(s) Other Than Named Above None

Order No. 23732-L
Escrow No.

± 1905B
AMB 89

NP
2

WHEN RECORDED MAIL TO:

JOHN A. DICK
711 MAGNOLIA AVENUE
PASADENA, CA 91106

BLAINE CO. REQUEST
OF **SAWTOOTH TITLE**

1993 SEP -9 P 1:47

356595

RECORDED BY CLERK Mrs
1993 9 6 00

Seal

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO:

same as above

DOCUMENTARY TRANSFER TAX \$-0- NO CONSIDERATION

Computed on the consideration or value of property conveyed; OR
Computed on the consideration or value less liens or encumbrances
remaining at time of sale.
is exempt from imposition of the Documentary Transfer Tax
pursuant to Revenue and Taxation Code § 11927(a), on transfer-
ring community, quasi-community, or quasi-marital property,
assets between spouses, pursuant to a judgment, an order, or a
written agreement between spouses in contemplation of any
such judgment or order

Signature of declaring grantor or grantee

INTERSPOUSAL TRANSFER GRANT DEED

(Excluded from reappraisal under California Constitution Article 13 A § 1 et seq.)

This is an Interspousal Transfer and not a change in ownership under § 63 of the Revenue and Taxation Code and Grantor(s) has (have) checked the applicable exclusion from reappraisal:

- A transfer to a trustee for the beneficial use of a spouse, or the surviving spouse of a deceased transferor, or by a trustee of such a trust to the spouse of the trustor.
- A transfer to a spouse or former spouse in connection with a property settlement agreement or decree of dissolution of a marriage or legal separation, or
- A creation, transfer, or termination, solely between spouses, of any co-owner's interest.
- The distribution of a legal entity's property to a spouse or former spouse in exchange for the interest of such spouse in the legal entity in connection with a property settlement agreement or a decree of dissolution of a marriage or legal separation.
- Other: _____

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

LISA A. DICK, wife of grantee

hereby GRANT(S) to

JOHN A. DICK, a married man as his sole and separate property.

the real property in the City of KETCHUM, County of BLAINE
State of ~~California~~, described as
IDAHO

SEE ATTACHED EXHIBIT "A" FOR COMPLETE LEGAL DESCRIPTION HERETO AND MADE A PART HEREOF.

AKA: 560 WOOD RIVER DRIVE, KETCHUM, ID 83340

Dated AUGUST 5, 1993

Lisa A. Dick
LISA A. DICK

STATE OF CALIFORNIA
COUNTY OF _____

On _____
before me, the undersigned, a Notary Public in and for said State, personally appeared:

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

WITNESS my hand and official seal.

(This area for official notarial seal)

Signature _____

MAIL TAX STATEMENTS AS DIRECTED ABOVE

FD-13C

EXHIBIT "A"

TOWNSHIP 4 NORTH, RANGE 17 EAST, BOISE MERIDIAN, BLAINE COUNTY, IDAHO.

SECTION 13; All that portion of the SW1/4 SE1/4, more particularly described as follows:

BEGINNING at the Northeast corner of said SW1/4 SE1/4; thence
N. 89° 12' W., 700.00 feet; thence
S. 00° 14' E., 84.00 feet; thence
S. 59° E., 90.00 feet; thence
S. 34° E., 110.00 feet; thence
S. 29° E., 265.00 feet to the TRUE POINT OF BEGINNING; thence
N. 29° W., 119.00 feet; thence
S. 62° 30' W., 138.00 feet; thence
S. 30° E., 144.00 feet; thence
S. 32° E., 26.00 feet; thence
Northeastly along a straight line to a point which lies S. 42° E., 62.00 feet from the
TRUE POINT OF BEGINNING; thence
N. 42° W., 62.00 feet from the TRUE POINT OF BEGINNING.

Initial
LD

STATE OF CALIFORNIA }
COUNTY OF ORANGE } ss

On AUGUST 30, 1993 before me LAURIE J. ORR

personally appeared LISA A. DICK

_____ personally known to me (or proved

to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within

instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies),

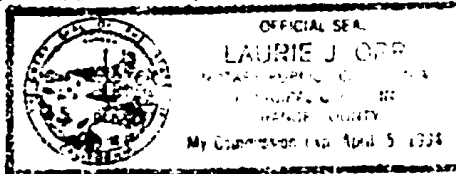
and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the

person(s) acted, executed the instrument

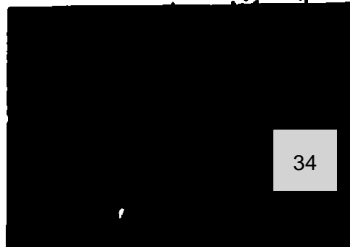
WITNESS my hand and official seal

Signature

Laurie J. Orr



(This area for official notarial seal)



3008 (1/93) - (General) First American Title Company



CLTA GUARANTEE

ISSUED BY
STEWART TITLE GUARANTY COMPANY
A CORPORATION, HEREIN CALLED THE COMPANY

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE, AND SUBJECT TO THE FURTHER EXCLUSION AND LIMITATION THAT NO GUARANTEE IS GIVEN NOR LIABILITY ASSUMED WITH RESPECT TO THE IDENTITY OF ANY PARTY NAMED OR REFERRED TO IN SCHEDULE A OR WITH RESPECT TO THE VALIDITY, LEGAL EFFECT OR PRIORITY OF ANY MATTER SHOWN THEREIN.

GUARANTEES

the Assured named in Schedule A against actual monetary loss or damage not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

Dated: January 12, 2024

Signed under seal for the Company, but this endorsement is to be valid only when it bears an authorized countersignature.

Countersigned by:

Authorized Countersignature



Frederick H. Eppinger
President and CEO

David Hisey
Secretary

TitleOne
Company Name

271 1st Ave North
PO Box 2365
Ketchum, ID 83340
City, State

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the company for further information as to the availability and cost.

GUARANTEE CONDITIONS AND STIPULATIONS

1. **Definition of Terms** - The following terms when used in the Guarantee mean:
 - (a) "the Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
 - (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
 - (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
 - (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
 - (e) "date": the effective date.
2. **Exclusions from Coverage of this Guarantee** - The Company assumes no liability for loss or damage by reason of the following:
 - (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
 - (b) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water; whether or not the matters excluded by (1), (2) or (3) are shown by the public records.
 - (c) Assurances to title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A)(C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
 - (d) (1) Defects, liens, encumbrances or adverse claims against the title, if assurances are provided as to such title, and as limited by such assurances.
(2) Defects, liens, encumbrances, adverse claims or other matters (a) whether or not shown by the public records, and which are created, suffered, assumed or agreed to by one or more of the Assureds; (b) which result in no loss to the Assured; or (c) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of assurances provided.
3. **Notice of Claim to be Given by Assured Claimant** - An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.
4. **No Duty to Defend or Prosecute** - The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.
5. **Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate** - Even though the Company has no duty to defend or prosecute as set forth in Paragraph 4 above:
 - (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
 - (b) If the Company elects to exercise its options as stated in Paragraph 5(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
 - (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
 - (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.
6. **Proof of Loss or Damage** - In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such Assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by an authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.
7. **Options to Pay or Otherwise Settle Claims: Termination of Liability** - In case of a claim under this Guarantee, the Company shall have the following additional options:
 - (a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

GUARANTEE CONDITIONS AND STIPULATIONS

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price. Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5, and the Guarantee shall be surrendered to the Company of cancellation.

- (b) **To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.**

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5.

- 8. Determination and Extent of Liability** - This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the exclusions stated in Paragraph 2.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- the amount of liability stated in Schedule A;
- the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 7 of these Conditions and Stipulations or as reduced under Section 10 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
- the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

9. Limitation of Liability

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.

(c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

- 10. Reduction of Liability or Termination of Liability** - All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 5 shall reduce the amount of liability pro tanto.

11. Payment Loss

(a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

- 12. Subrogation Upon Payment or Settlement** - Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

- 13. Arbitration** - Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules. A copy of the Rules may be obtained from the Company upon request.

14. Liability Limited to This Guarantee; Guarantee Entire Contract

(a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.

(c) No amendment or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

- 15. Notices, Where Sent** - All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at P. O. Box 2029, Houston, TX 77252-2029.

LOT BOOK GUARANTEE
Issued By
Stewart Title Guaranty Company

SCHEDULE A

File No. 24492627
State: ID
County: Blaine

<u>Guarantee No.</u>	<u>Liability</u>	<u>Date of Guarantee</u>	<u>Fee</u>
G-2222-000090265	\$1,000.00	January 12, 2024 at 7:30 a.m.	\$200.00

Name of Assured:

The assurances referred to on the face page hereof are:

1. **That, according to the Company's property records relative to the following described land (but without examination of those Company records maintained and indexed by name):**

TOWNSHIP 4 NORTH, RANGE 17 EAST, BOISE MERIDIAN, BLAINE COUNTY, IDAHO:

Section 13; all that portion of the SW1/4 SE 1/4, more particularly described as follows:

BEGINNING at the Northeast corner of said SW % SE %; thence
N. 89° 12' W., 780.60 feet; thence
S. 00° 14' E., 84.00 feet; thence
S. 59° E., 90. 00 feet; thence
S. 34° E. 110. 00 feet; thence
S. 29° E. 265. 00 feet to the TRUE POINT OF BEGINNING; thence
N. 29°W., 119. 00 feet; thence
S. 62° 30' W., 138.00 feet; thence
S. 30° B, 144.00 feet; thence
S. 32° E., 26.00 feet; thence
Northeasterly along a straight line to a point which lies S. 42° E., 62.00 feet from the TRUE POINT OF BEGINNING; thence
N. 42°W., 62.00 feet from the TRUE POINT OF BEGINNING.

Also known as Tax Lot 4271

Note: The County Assessor states the legal description needs more information in order to draw out correctly, specifically in regards to the 2nd to last call.

2. **The last recorded instrument purporting to transfer title to said land is:**

Deed Type: Grant Deed

Grantors: Richard Dick as Personal Representative of the Estate of Joan Marion Dick, deceased

Grantees: John A. Dick, a married man, as his sole and separate property, as to an undivided 50% interest and Marianne H. Dick, a single woman, as to an undivided 50% interest as tenants in common

Recorded Date: September 9, 1993

Instrument: 356594

[Click here to view](#)

Deed Type: Grant Deed
Grantors: Lisa A. Dick, wife of grantee
Grantees: John A. Dick, a married man, as his sole and separate property
Recorded Date: September 9, 1993
Instrument: 356595
[Click here to view](#)

3. There are no mortgages or deeds of trust which purport to affect title to said land, other than those shown below under Exceptions.
4. There are no (homesteads, agreements to convey, attachments, notices of non-responsibility, notices of completion, tax deeds) which purport to affect title to said land, other than shown below under Exceptions.
5. No guarantee is made regarding (a) matters affecting the beneficial interest of any mortgage or deed of trust which may be shown herein as an exception, or (b) other matters which may affect any such mortgage or deed of trust.
6. No guarantee is made regarding any liens, claims of liens, defects or encumbrances other than those specifically provided for above, and, if information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

EXCEPTIONS:

1. NOTE: According to the available records, the purported address of the land referenced herein is:

560 Wood River Dr, Ketchum, ID 83340

2. Taxes, including any assessments collected therewith, for the year 2023 for which the first installment is paid, and the second installment is due and payable on or before June 20, 2024.

Parcel Number: [RPK4N170132210](#)

Original Amount: \$11,906.02

NOTE: A property tax reduction (which reduction is shown as a credit on the property tax notice) was given in the amount of \$130.68. This property tax relief was appropriated by the Legislature, according to House Bill 292. The above tax amount does not reflect this reduction.

3. The land described herein is located within the boundaries of the City of Ketchum and is subject to any assessments levied thereby.

4. Reservations and exceptions in a United States Patent, and in the act authorizing the issuance thereof, recorded April 3, 1950 as Instrument No. [97003](#), records of Blaine County, Idaho.

5. Right of way for ditches, tunnels, telephone, and distribution lines constructed by authority of the United States, as granted to the United States under the provisions of Section 58-604 Idaho Code.

6. Right, title and interest of Marianne H. Dick, as Trustee of The Marianne H. Dick Living Trust established January 13, 2000, whose interest is disclosed by reason of a deed recorded as Instrument No. [503208](#), records of Blaine County, Idaho. **This deed is not being recognized by the county due to the legal hold on the property.**

Sun Valley Title

By:



Nick Busdon, Authorized Signatory

JUDGMENT AND TAX LIEN GUARANTEE

Issued By
Stewart Title Guaranty Company

SCHEDULE A

Amount of Liability: \$1,000.00

Fee Amount: \$0.00

Guarantee No.: G-2222-000090265

Name of Assured:

Date of Guarantee: January 12, 2024

That, according to the indices of the County Recorder of Blaine County, State of ID, for a period of 10 years immediately prior to the date hereof, there are no

- * Federal Tax Liens
- * Abstracts of Judgment, or
- * Certificates of State Tax Liens

filed, or recorded against the herein named parties, other than those for which a release appears in said indices and other than those shown under Exceptions.

The parties referred to in this guarantee are as follows:

John A. Dick, a married man, as his sole and separate property, as to an undivided 50% interest and Marianne H. Dick, a single woman, as to an undivided 50% interest as tenants in common

Sun Valley Title
By:



Nick Busdon, Authorized Signatory

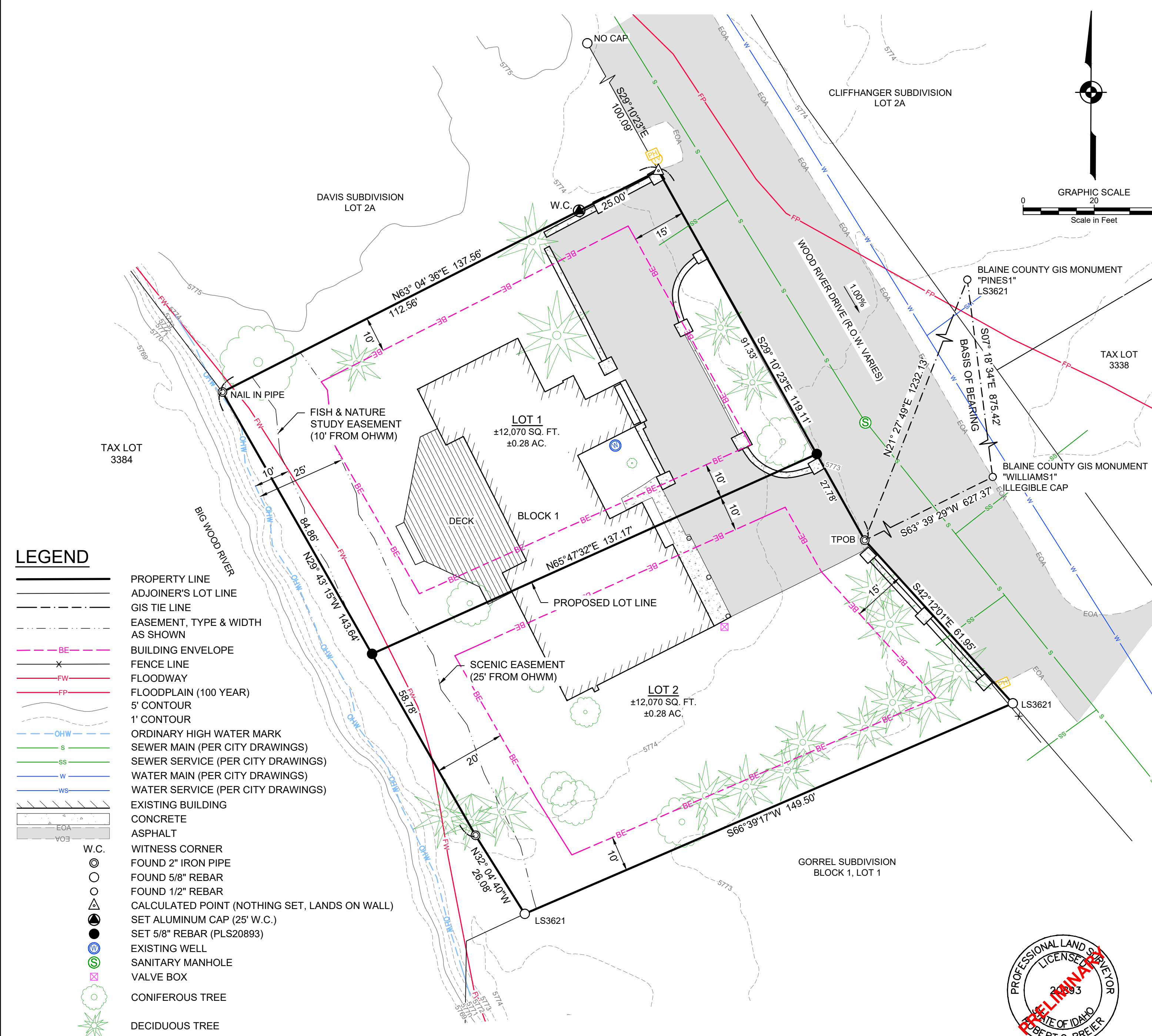
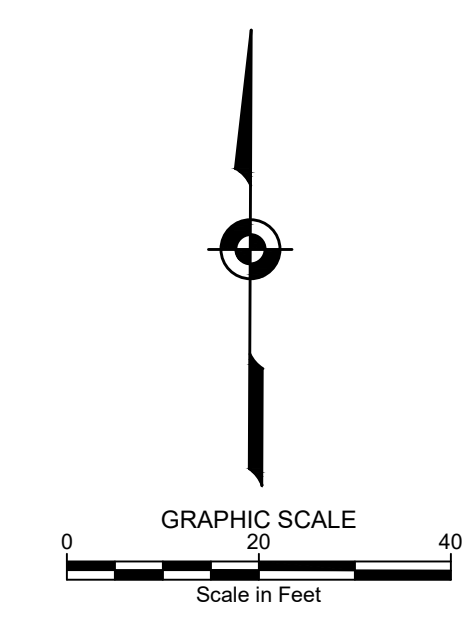
SCHEDULE B

Exceptions:

NONE

Attachment B:
Preliminary Plat

A PRELIMINARY PLAT SHOWING
JOAN DICK SUBDIVISION
 WHEREIN TAX LOT 4271 IS SUBDIVIDED INTO LOTS 1 & 2, BLOCK 1, JOAN DICK SUBDIVISION, AS SHOWN HEREON
 LOCATED WITHIN SECTION 13, T.4 N., R.17 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
 JUNE 2024



LEGEND

- PROPERTY LINE
- ADJOINER'S LOT LINE
- - - GIS TIE LINE
- - - EASEMENT, TYPE & WIDTH AS SHOWN
- BE --- BUILDING ENVELOPE
- x- FENCE LINE
- FW --- FLOODWAY
- FP --- FLOODPLAIN (100 YEAR)
- 5' --- 5' CONTOUR
- 1' --- 1' CONTOUR
- OHW --- ORDINARY HIGH WATER MARK
- S --- SEWER MAIN (PER CITY DRAWINGS)
- SS --- SEWER SERVICE (PER CITY DRAWINGS)
- W --- WATER MAIN (PER CITY DRAWINGS)
- WS --- WATER SERVICE (PER CITY DRAWINGS)
- EXISTING BUILDING
- CONCRETE
- ASPHALT
- W.C. WITNESS CORNER
- FOUND 2" IRON PIPE
- FOUND 5/8" REBAR
- FOUND 1/2" REBAR
- △ CALCULATED POINT (NOTHING SET, LANDS ON WALL)
- SET ALUMINUM CAP (25' W.C.)
- SET 5/8" REBAR (PLS20893)
- ⊙ EXISTING WELL
- ⊙ SANITARY MANHOLE
- ⊙ VALVE BOX
- CONIFEROUS TREE
- DECIDUOUS TREE

SURVEY NARRATIVE & NOTES

1. THE PURPOSE OF THIS PLAT IS TO SHOW THE MONUMENTS FOUND AND SET DURING THE BOUNDARY RETRACEMENT OF TAX LOT 4271, AND SUBDIVIDE SAID TAX LOT INTO LOTS 1 & 2, BLOCK 1, JOAN DICK SUBDIVISION, AS SHOWN HEREON. ALL FOUND MONUMENTS WERE ACCEPTED AS EITHER ORIGINAL CORNERS, OR REPLACEMENTS OF ORIGINAL CORNERS. THE NORTHEASTERLY CORNER OF LOT 1 WAS REESTABLISHED BY HOLDING THE WESTERLY RIGHT-OF-WAY OF WOOD RIVER DRIVE AND PROPORTIONING RECORD DISTANCES BETWEEN FOUND MONUMENTS.
2. REFERENCE DOCUMENTS USED IN THE COURSE OF THIS SURVEY (RECORDS OF BLAINE COUNTY, IDAHO):
 - a. RECORD OF SURVEY OF LOT 1, BLOCK 1, GORELL SUBDIVISION, INST. NO. 662832.
 - a. PLAT OF DAVIS SUBDIVISION, LOTS 1A & 2A, INST. NO. 435459.
 - b. LOT LINE SHIFT PLAT OF GORELL SUBDIVISION, INST. NO. 451959.
 - c. RECORD OF SURVEY FOR IDAHO POWER, INST. NO. 259093
 - d. UNRECORDED PLAT OF FOSTER'S ADDITION BY O.T. HANSEN IN 1956 (COPY AVAILABLE IN THE BLAINE COUNTY ASSESSOR'S OFFICE)
 - e. QUIT CLAIM DEEDS, INST. NO'S. 356594, 356595, AND 503208.
 - f. LOT BOOK GUARANTEE NO. G-2222-000090265 BY STEWART TITLE GUARANTY COMPANY, DATED JANUARY 12, 2024.
3. THE DISTANCES SHOWN ARE MEASURED. REFER TO THE ABOVE REFERENCED DOCUMENTS FOR PREVIOUS RECORD DATA.
4. THE BUILDING ENVELOPES SHOWN REFLECT MINIMUM SETBACKS PER CITY OF KETCHUM MUNICIPAL CODE. PROPOSED BUILDING HEIGHT MAY REQUIRE LARGER SETBACKS. REFER TO KETCHUM MUNICIPAL CODE TITLE 17: ZONING REGULATIONS FOR ADDITIONAL INFORMATION.
5. FLOODPLAIN: THE 1% CHANCE OF FLOOD LINE DESIGNATED ON THIS MAP IS CONSIDERED REASONABLE FOR REGULATORY PURPOSES. HOWEVER, NEITHER THE OWNER, THE CITY OF KETCHUM, NOR GALENA-BENCHMARK ENGINEERING REPRESENTS, GUARANTEES, WARRANTS OR IMPLIES THAT AREAS OUTSIDE OF THE DESIGNATED FLOODPLAIN AREA ARE SAFE AND FREE FROM FLOODS OR FLOOD DANGER. FLOOD INFORMATION IS BASED ON THE FLOOD INSURANCE STUDY: COMMUNITY NUMBER 160023- MAP NO.16013C0461E - PANEL NO. 0461 E - NOVEMBER 26, 2010.
6. CONTOUR INTERVAL: 1'. CONTOURS IN AREAS OF DENSE VEGETATION MAY DEVIATE FROM TRUE ELEVATION BY ONE HALF THE HEIGHT OF THE VEGETATION. DATE OF LIDAR FLIGHT FOR CONTOURS: 2017 VERTICAL DATUM IS NAVD 1988.
7. CITY OF KETCHUM WATER AND SEWER UTILITY INFORMATION SHOWN HEREON IS PER CITY OF KETCHUM WATER AND SEWER SYSTEM DRAWINGS, DATED MARCH 2019.
8. CURRENT CITY OF KETCHUM ZONING: LR.
9. A 25' SCENIC EASEMENT MEASURED FROM THE EDGE OF THE ORDINARY HIGH WATER MARK IS HEREBY DEDICATED PER KMC 16.04.040.J.4, UPON WHICH NO PERMANENT STRUCTURE SHALL BE BUILT IN ORDER TO PROTECT THE NATURAL VEGETATION AND WILDLIFE ALONG THE RIVERBANK AND TO PROTECT STRUCTURES FROM DAMAGE OR LOSS DUE TO RIVERBANK EROSION.
10. A 10' FISH AND NATURE STUDY EASEMENT IS HEREBY DEDICATED PER KMC 17.88.040.D.3.F, ADJACENT TO THE BIG WOOD RIVER, MEASURED HORIZONTALLY FROM THE ORDINARY HIGH WATER MARK. THE FISH AND NATURE STUDY EASEMENT SHIFTS IN ACCORDANCE WITH THE LOCATION OF THE CHANNEL AND ITS MEAN HIGH-WATER MARK.



JOAN DICK SUBDIVISION
 PREPARED FOR: JAY & MARIANNE DICK
 5035 PRINCESS ANNE RD
 LA CANADA, CA 91011

GALENA-BENCHMARK ENGINEERING
 KETCHUM, IDAHO

Attachment C:
Preliminary Plat
Standards Evaluation



City of Ketchum
Planning & Building

Preliminary Plat Requirements Evaluation

Preliminary Plat Requirements				
Compliant			City Code	City Standards
Yes	No	N/A	City Code	City Standards
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.C.1	The subdivider shall file with the administrator copies of the completed subdivision application form and preliminary plat data as required by this chapter.
			<i>Findings</i>	The City of Ketchum Planning and Building Department received the subdivision application and all applicable application materials on June 11, 2024.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I	Contents Of Preliminary Plat: The preliminary plat, together with all application forms, title insurance report, deeds, maps, and other documents reasonably required, shall constitute a complete subdivision application.
			<i>Findings</i>	The subdivision application was deemed complete on June 11, 2024.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .1	The preliminary plat shall be drawn to a scale of not less than one inch equals one hundred feet (1" = 100') and shall show the following: The scale, north point and date.
			<i>Findings</i>	This standard is met as shown on Sheet 1 of the preliminary plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .2	The name of the proposed subdivision, which shall not be the same or confused with the name of any other subdivision in Blaine County, Idaho.
			<i>Findings</i>	As shown on Sheet 1 of the preliminary plat, the subdivision is named "Joan Dick Subdivision" which is not the same as any other subdivision in Blaine County, Idaho
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .3	The name and address of the owner of record, the subdivider, and the engineer, surveyor, or other person preparing the plat.
			<i>Findings</i>	As shown on Sheet 1, the owner and subdivider is Jay & Marianne Dick. The plat was prepared by Robert Brier of Galena-Benchmark Engineering.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .4	Legal description of the area platted.
			<i>Findings</i>	The legal description of the area platted is shown on the preliminary plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .5	The names and the intersecting boundary lines of adjoining subdivisions and parcels of property.
			<i>Findings</i>	The preliminary plat indicates the boundary lines of adjoining lots.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .6	A contour map of the subdivision with contour lines and a maximum interval of five feet (5') to show the configuration of the land based upon the United States geodetic survey data, or other data approved by the city engineer.
			<i>Findings</i>	Sheet 1 of the preliminary plat shows the contour lines for the subject property.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .7	The scaled location of existing buildings, water bodies and courses and location of the adjoining or immediately adjacent dedicated streets, roadways and easements, public and private.
			<i>Findings</i>	Sheet 1 identifies the outline of the existing building on the property as well as adjacent streets.



City of Ketchum
Planning & Building

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .8	Boundary description and the area of the tract.
			<i>Findings</i>	The preliminary plat provides the boundary description of the area and includes square footage and acreage of the lot.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .9	Existing zoning of the tract.
			<i>Findings</i>	Sheet 1 of the preliminary plat lists the existing zoning of the subject property above the owner information.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .10	The proposed location of street rights of way, lots, and lot lines, easements, including all approximate dimensions, and including all proposed lot and block numbering and proposed street names.
			<i>Findings</i>	The preliminary plat shows the locations and lot lines for the proposed lot. No new streets or blocks are being proposed with this application. Easements include a 25ft scenic Easement and a 10ft Fish and Nature Study Easement.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .11	The location, approximate size and proposed use of all land intended to be dedicated for public use or for common use of all future property owners within the proposed subdivision.
			<i>Findings</i>	This standard is not applicable as there is no requirement or proposal for land dedicated for public or common use.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .12	The location, size and type of sanitary and storm sewers, water mains, culverts and other surface or subsurface structures existing within or immediately adjacent to the proposed sanitary or storm sewers, water mains, and storage facilities, street improvements, street lighting, curbs, and gutters and all proposed utilities.
			<i>Findings</i>	Sheet 1 shows the water and sewer lines immediately adjacent to the subject property.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .13	The direction of drainage, flow and approximate grade of all streets.
			<i>Findings</i>	This standard is shown in multiple locations on the preliminary plat.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .14	The location of all drainage canals and structures, the proposed method of disposing of runoff water, and the location and size of all drainage easements, whether they are located within or outside of the proposed plat.
			<i>Findings</i>	This standard does not apply as no new drainage canals or structures are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .15	All percolation tests and/or exploratory pit excavations required by state health authorities.
			<i>Findings</i>	This standard does not apply as no additional tests are required.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .16	A copy of the provisions of the articles of incorporation and bylaws of homeowners' association and/or condominium declarations to be filed with the final plat of the subdivision.
			<i>Findings</i>	This standard does not apply as this preliminary plat application is not for a townhouse or condominium subdivision and no commonly owned land or facilities are proposed.



City of Ketchum
Planning & Building

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .17	Vicinity map drawn to approximate scale showing the location of the proposed subdivision in reference to existing and/or proposed arterials and collector streets.
			<i>Findings</i>	Sheet 1 includes a vicinity map that satisfies this requirement.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .18	The boundaries of the floodplain, floodway and avalanche zoning district shall also be clearly delineated and marked on the preliminary plat.
			<i>Findings</i>	Boundaries of the floodplain and floodway are shown on Sheet 1.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .19	Building envelopes shall be shown on each lot, all or part of which is within a floodway, floodplain, or avalanche zone; or any lot that is adjacent to the Big Wood River, Trail Creek, or Warm Springs Creek; or any lot, a portion of which has a slope of twenty five percent (25%) or greater; or upon any lot which will be created adjacent to the intersection of two (2) or more streets.
			<i>Findings</i>	A building envelope is shown on both proposed lots as the property is adjacent to the Big Wood River and contains floodplain.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .20	Lot area of each lot.
			<i>Findings</i>	As shown on Sheet 1 of the preliminary plat, the lot area for both lots is 12,070 square feet.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .21	Existing mature trees and established shrub masses.
			<i>Findings</i>	Existing mature trees and shrub masses on the subject property are identified on the preliminary plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .22	A current title report shall be provided at the time that the preliminary plat is filed with the administrator, together with a copy of the owner's recorded deed to such property.
			<i>Findings</i>	The applicant provided a title commitment issued by Stewart Title dated January 12, 2024 and a grant deed recorded on September 9, 1993 with the Blaine County Clerk and Recorder.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .23	Three (3) copies of the preliminary plat shall be filed with the administrator.
			<i>Findings</i>	The City of Ketchum received hard and digital copies of the preliminary plat at the time of application.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.A	Required Improvements: The improvements set forth in this section shall be shown on the preliminary plat and installed prior to approval of the final plat. Construction design plans shall be submitted and approved by the city engineer. All such improvements shall be in accordance with the comprehensive plan and constructed in compliance with construction standard specifications adopted by the city. Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.



City of Ketchum
Planning & Building

			<i>Findings</i>	No improvements are required to be made with the creation of Lots 1 & 2.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.B	Improvement Plans: Prior to approval of final plat by the commission, the subdivider shall file two (2) copies with the city engineer, and the city engineer shall approve construction plans for all improvements required in the proposed subdivision. Such plans shall be prepared by a civil engineer licensed in the state.
			<i>Findings</i>	No improvements are required to be made with the creation of Lots 1 & 2.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.C	Prior to final plat approval, the subdivider shall have previously constructed all required improvements and secured a certificate of completion from the city engineer. However, in cases where the required improvements cannot be constructed due to weather conditions or other factors beyond the control of the subdivider, the city council may accept, in lieu of any or all of the required improvements, a performance bond filed with the city clerk to ensure actual construction of the required improvements as submitted and approved. Such performance bond shall be issued in an amount not less than one hundred fifty percent (150%) of the estimated costs of improvements as determined by the city engineer. In the event the improvements are not constructed within the time allowed by the city council (which shall be one year or less, depending upon the individual circumstances), the council may order the improvements installed at the expense of the subdivider and the surety. In the event the cost of installing the required improvements exceeds the amount of the bond, the subdivider shall be liable to the city for additional costs. The amount that the cost of installing the required improvements exceeds the amount of the performance bond shall automatically become a lien upon any and all property within the subdivision owned by the owner and/or subdivider.
			<i>Findings</i>	No improvements are required to be made with the creation of Lots 1 & 2.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.D	As Built Drawing: Prior to acceptance by the city council of any improvements installed by the subdivider, two (2) sets of as built plans and specifications, certified by the subdivider's engineer, shall be filed with the city engineer. Within ten (10) days after completion of improvements and submission of as built drawings, the city engineer shall certify the completion of the improvements and the acceptance of the improvements, and shall submit a copy of such certification to the administrator and the subdivider. If a performance bond has been filed, the administrator shall forward a copy of the certification to the city clerk. Thereafter, the city clerk shall release the performance bond upon application by the subdivider.
			<i>Findings</i>	No improvements are required to be made with the creation of Lots 1 & 2.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.E	Monumentation: Following completion of construction of the required improvements and prior to certification of completion by the city engineer, certain land survey monuments shall be reset or verified by the subdivider's engineer or surveyor to still be in place. These monuments shall have the size, shape, and type of material as shown on the subdivision plat. The monuments shall be located as follows: <ul style="list-style-type: none"> 1. All angle points in the exterior boundary of the plat. 2. All street intersections, points within and adjacent to the final plat.



City of Ketchum
Planning & Building

				<p>3. All street corner lines ending at boundary line of final plat. 4. All angle points and points of curves on all streets. 5. The point of beginning of the subdivision plat description.</p>
			<i>Findings</i>	No improvements are required to be made with the creation of Lots 1 & 2.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.F	<p>Lot Requirements:</p> <ol style="list-style-type: none"> 1. Lot size, width, depth, shape and orientation and minimum building setback lines shall be in compliance with the zoning district in which the property is located and compatible with the location of the subdivision and the type of development, and preserve solar access to adjacent properties and buildings. 2. Whenever a proposed subdivision contains lot(s), in whole or in part, within the floodplain, or which contains land with a slope in excess of twenty five percent (25%), based upon natural contours, or creates corner lots at the intersection of two (2) or more streets, building envelopes shall be shown for the lot(s) so affected on the preliminary and final plats. The building envelopes shall be located in a manner designed to promote harmonious development of structures, minimize congestion of structures, and provide open space and solar access for each lot and structure. Also, building envelopes shall be located to promote access to the lots and maintenance of public utilities, to minimize cut and fill for roads and building foundations, and minimize adverse impact upon environment, watercourses and topographical features. Structures may only be built on buildable lots. Lots shall only be created that meet the definition of "lot, buildable" in section 16.04.020 of this chapter. Building envelopes shall be established outside of hillsides of twenty five percent (25%) and greater and outside of the floodway. A waiver to this standard may only be considered for the following: <ol style="list-style-type: none"> a. For lot line shifts of parcels that are entirely within slopes of twenty five percent (25%) or greater to create a reasonable building envelope, and mountain overlay design review standards and all other city requirements are met. b. For small, isolated pockets of twenty five percent (25%) or greater that are found to be in compliance with the purposes and standards of the mountain overlay district and this section. 3. Corner lots outside the original Ketchum Townsite shall have a property line curve or corner of a minimum radius of twenty five feet (25') unless a longer radius is required to serve an existing or future use. 4. Side lot lines shall be within twenty degrees (20°) to a right angle or radial line to the street line. 5. Double frontage lots shall not be created. A planting strip shall be provided along the boundary line of lots adjacent to arterial streets or incompatible zoning districts. 6. Every lot in a subdivision shall have a minimum of twenty feet (20') of frontage on a dedicated public street or legal access via an easement of twenty feet (20') or greater in width. Easement shall be recorded in the office of the Blaine County recorder prior to or in conjunction with recordation of the final plat.



City of Ketchum
Planning & Building

			<i>Findings</i>	<ol style="list-style-type: none"> 1. The lot size of 12,070 square feet is above the minimum required lot area as well as the average lot width of at least 84 feet. All future development on the site will comply with LR dimensional standards in Title 17. 2. Building envelopes are required and shown on both proposed lots as the property contains floodplain 3. The application does not create a corner lot. 4. The proposed side lot lines meet this standard. 5. The subject property is not a double frontage lot. 6. Both lots will have greater than 80 feet of frontage along Wood River Drive.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.G	<p>G. Block Requirements: The length, width and shape of blocks within a proposed subdivision shall conform to the following requirements:</p> <ol style="list-style-type: none"> 1. No block shall be longer than one thousand two hundred feet (1,200'), nor less than four hundred feet (400') between the street intersections, and shall have sufficient depth to provide for two (2) tiers of lots. 2. Blocks shall be laid out in such a manner as to comply with the lot requirements. 3. The layout of blocks shall take into consideration the natural topography of the land to promote access within the subdivision and minimize cuts and fills for roads and minimize adverse impact on environment, watercourses and topographical features. 4. Corner lots shall contain a building envelope outside of a seventy five foot (75') radius from the intersection of the streets.
			<i>Findings</i>	This standard does not apply as no new blocks are being created.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H	<p>Street Improvement Requirements:</p> <ol style="list-style-type: none"> 1. The arrangement, character, extent, width, grade and location of all streets put in the proposed subdivision shall conform to the comprehensive plan and shall be considered in their relation to existing and planned streets, topography, public convenience and safety, and the proposed uses of the land; 2. All streets shall be constructed to meet or exceed the criteria and standards set forth in chapter 12.04 of this code, and all other applicable ordinances, resolutions or regulations of the city or any other governmental entity having jurisdiction, now existing or adopted, amended or codified; 3. Where a subdivision abuts or contains an existing or proposed arterial street, railroad or limited access highway right of way, the council may require a frontage street, planting strip, or similar design features; 4. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods; 5. Street grades shall not be less than three-tenths percent (0.3%) and not more than seven percent (7%) so as to provide safe movement of traffic and emergency vehicles in all weather and to provide for adequate drainage and snow plowing; 6. In general, partial dedications shall not be permitted, however, the council may accept a partial street dedication when such a street forms a boundary of the



City of Ketchum
Planning & Building

			<p>proposed subdivision and is deemed necessary for the orderly development of the neighborhood, and provided the council finds it practical to require the dedication of the remainder of the right of way when the adjoining property is subdivided. When a partial street exists adjoining the proposed subdivision, the remainder of the right of way shall be dedicated;</p> <p>7. Dead end streets may be permitted only when such street terminates at the boundary of a subdivision and is necessary for the development of the subdivision or the future development of the adjacent property. When such a dead end street serves more than two (2) lots, a temporary turnaround easement shall be provided, which easement shall revert to the adjacent lots when the street is extended;</p> <p>8. A cul-de-sac, court or similar type street shall be permitted only when necessary to the development of the subdivision, and provided, that no such street shall have a maximum length greater than four hundred feet (400') from entrance to center of turnaround, and all cul-de-sacs shall have a minimum turnaround radius of sixty feet (60') at the property line and not less than forty five feet (45') at the curb line;</p> <p>9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°);</p> <p>10. Where any street deflects an angle of ten degrees (10°) or more, a connecting curve shall be required having a minimum centerline radius of three hundred feet (300') for arterial and collector streets, and one hundred twenty five feet (125') for minor streets;</p> <p>11. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited;</p> <p>12. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets;</p> <p>13. Proposed streets which are a continuation of an existing street shall be given the same names as the existing street. All new street names shall not duplicate or be confused with the names of existing streets within Blaine County, Idaho. The subdivider shall obtain approval of all street names within the proposed subdivision from the commission before submitting same to council for preliminary plat approval;</p> <p>14. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills;</p> <p>15. Street patterns of residential areas shall be designed to create areas free of through traffic, but readily accessible to adjacent collector and arterial streets;</p> <p>16. Reserve planting strips controlling access to public streets shall be permitted under conditions specified and shown on the final plat, and all landscaping and irrigation systems shall be installed as required improvements by the subdivider;</p> <p>17. In general, the centerline of a street shall coincide with the centerline of the street right of way, and all crosswalk markings shall be installed by the subdivider as a required improvement;</p>
--	--	--	--



City of Ketchum
Planning & Building

				<p>18. Street lighting may be required by the commission or council where appropriate and shall be installed by the subdivider as a requirement improvement;</p> <p>19. Private streets may be allowed upon recommendation by the commission and approval by the council. Private streets shall be constructed to meet the design standards specified in subsection H2 of this section;</p> <p>20. Street signs shall be installed by the subdivider as a required improvement of a type and design approved by the administrator and shall be consistent with the type and design of existing street signs elsewhere in the city;</p> <p>21. Whenever a proposed subdivision requires construction of a new bridge, or will create substantial additional traffic which will require construction of a new bridge or improvement of an existing bridge, such construction or improvement shall be a required improvement by the subdivider. Such construction or improvement shall be in accordance with adopted standard specifications;</p> <p>22. Sidewalks, curbs and gutters may be a required improvement installed by the subdivider; and</p> <p>23. Gates are prohibited on private roads and parking access/entranceways, private driveways accessing more than one single-family dwelling unit and one accessory dwelling unit, and public rights of way unless approved by the city council.</p>
				This standards is not applicable. This proposal does not create a new street, private road or bridge.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.I	<p>Alley Improvement Requirements: Alleys shall be provided in business, commercial and light industrial zoning districts. The width of an alley shall be not less than twenty feet (20'). Alley intersections and sharp changes in alignment shall be avoided, but where necessary, corners shall be provided to permit safe vehicular movement. Dead end alleys shall be prohibited. Improvement of alleys shall be done by the subdivider as required improvement and in conformance with design standards specified in subsection H2 of this section.</p>
			<i>Findings</i>	This standard does not apply as the subject property is in a residential zoning district which do not require alleys.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.J	<p>Required Easements: Easements, as set forth in this subsection, shall be required for location of utilities and other public services, to provide adequate pedestrian circulation and access to public waterways and lands.</p> <p>1. A public utility easement at least ten feet (10') in width shall be required within the street right of way boundaries of all private streets. A public utility easement at least five feet (5') in width shall be required within property boundaries adjacent to Warm Springs Road and within any other property boundary as determined by the city engineer to be necessary for the provision of adequate public utilities.</p> <p>2. Where a subdivision contains or borders on a watercourse, drainageway, channel or stream, an easement shall be required of sufficient width to contain such watercourse and provide access for private maintenance and/or reconstruction of such watercourse.</p>



City of Ketchum
Planning & Building

				<p>3. All subdivisions which border the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a ten foot (10') fish and nature study easement along the riverbank. Furthermore, the council shall require, in appropriate areas, an easement providing access through the subdivision to the bank as a sportsman's access. These easement requirements are minimum standards, and in appropriate cases where a subdivision abuts a portion of the river adjacent to an existing pedestrian easement, the council may require an extension of that easement along the portion of the riverbank which runs through the proposed subdivision.</p> <p>4. All subdivisions which border on the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a twenty five foot (25') scenic easement upon which no permanent structure shall be built in order to protect the natural vegetation and wildlife along the riverbank and to protect structures from damage or loss due to riverbank erosion.</p> <p>5. No ditch, pipe or structure for irrigation water or irrigation wastewater shall be constructed, rerouted or changed in the course of planning for or constructing required improvements within a proposed subdivision unless same has first been approved in writing by the ditch company or property owner holding the water rights. A written copy of such approval shall be filed as part of required improvement construction plans.</p> <p>6. Nonvehicular transportation system easements including pedestrian walkways, bike paths, equestrian paths, and similar easements shall be dedicated by the subdivider to provide an adequate nonvehicular transportation system throughout the city.</p>
			<i>Findings</i>	Both a ten foot fish and nature study easement and a twenty five foot scenic easement are shown on the proposed lots.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.K	<p>Sanitary Sewage Disposal Improvements: Central sanitary sewer systems shall be installed in all subdivisions and connected to the Ketchum sewage treatment system as a required improvement by the subdivider. Construction plans and specifications for central sanitary sewer extension shall be prepared by the subdivider and approved by the city engineer, council and Idaho health department prior to final plat approval. In the event that the sanitary sewage system of a subdivision cannot connect to the existing public sewage system, alternative provisions for sewage disposal in accordance with the requirements of the Idaho department of health and the council may be constructed on a temporary basis until such time as connection to the public sewage system is possible. In considering such alternative provisions, the council may require an increase in the minimum lot size and may impose any other reasonable requirements which it deems necessary to protect public health, safety and welfare.</p>
			<i>Findings</i>	This standard is not applicable as no sanitary sewage disposal improvements are required for this project. Sewer infrastructure exists adjacent to the proposed lots.



City of Ketchum
Planning & Building

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.L	<p>Water System Improvements: A central domestic water distribution system shall be installed in all subdivisions by the subdivider as a required improvement. The subdivider shall also be required to locate and install an adequate number of fire hydrants within the proposed subdivision according to specifications and requirements of the city under the supervision of the Ketchum fire department and other regulatory agencies having jurisdiction. Furthermore, the central water system shall have sufficient flow for domestic use and adequate fire flow. All such water systems installed shall be looped extensions, and no dead end systems shall be permitted. All water systems shall be connected to the municipal water system and shall meet the standards of the following agencies: Idaho department of public health, Idaho survey and rating bureau, district sanitarian, Idaho state public utilities commission, Idaho department of reclamation, and all requirements of the city.</p>
			<i>Findings</i>	This standard is not applicable as no water improvements are required for this project. Water infrastructure exists adjacent to the proposed Lot 1.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.M	<p>Planting Strip Improvements: Planting strips shall be required improvements. When a predominantly residential subdivision is proposed for land adjoining incompatible uses or features such as highways, railroads, commercial or light industrial districts or off-street parking areas, the subdivider shall provide planting strips to screen the view of such incompatible features. The subdivider shall submit a landscaping plan for such planting strip with the preliminary plat application, and the landscaping shall be a required improvement.</p>
			<i>Findings</i>	This standard is not applicable as planting strips are not required for this project
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.N	<p>Cuts, Fills, And Grading Improvements: Proposed subdivisions shall be carefully planned to be compatible with natural topography, soil conditions, geology and hydrology of the site, as well as to minimize cuts, fills, alterations of topography, streams, drainage channels, and disruption of soils and vegetation. The design criteria shall include the following:</p> <ol style="list-style-type: none"> 1. A preliminary soil report prepared by a qualified engineer may be required by the commission and/or council as part of the preliminary plat application. 2. Preliminary grading plan prepared by a civil engineer shall be submitted as part of all preliminary plat applications. Such plan shall contain the following information: <ul style="list-style-type: none"> a. Proposed contours at a maximum of five foot (5') contour intervals. b. Cut and fill banks in pad elevations. c. Drainage patterns. d. Areas where trees and/or natural vegetation will be preserved. e. Location of all street and utility improvements including driveways to building envelopes. f. Any other information which may reasonably be required by the administrator, commission or council to adequately review the affect of the proposed improvements.



City of Ketchum
Planning & Building

				<p>3. Grading shall be designed to blend with natural landforms and to minimize the necessity of padding or terracing of building sites, excavation for foundations, and minimize the necessity of cuts and fills for streets and driveways.</p> <p>4. Areas within a subdivision which are not well suited for development because of existing soil conditions, steepness of slope, geology or hydrology shall be allocated for open space for the benefit of future property owners within the subdivision.</p> <p>5. Where existing soils and vegetation are disrupted by subdivision development, provision shall be made by the subdivider for revegetation of disturbed areas with perennial vegetation sufficient to stabilize the soil upon completion of the construction. Until such times as such revegetation has been installed and established, the subdivider shall maintain and protect all disturbed surfaces from erosion.</p> <p>6. Where cuts, fills, or other excavations are necessary, the following development standards shall apply:</p> <ul style="list-style-type: none"> a. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability. b. Fills shall be compacted to at least ninety five percent (95%) of maximum density as determined by AASHO T99 (American Association of State Highway Officials) and ASTM D698 (American standard testing methods). c. Cut slopes shall be no steeper than two horizontal to one vertical (2:1). Subsurface drainage shall be provided as necessary for stability. d. Fill slopes shall be no steeper than three horizontal to one vertical (3:1). Neither cut nor fill slopes shall be located on natural slopes of three to one (3:1) or steeper, or where fill slope toes out within twelve feet (12') horizontally of the top and existing or planned cut slope. e. Toes of cut and fill slopes shall be set back from property boundaries a distance of three feet (3'), plus one-fifth (1/5) of the height of the cut or the fill, but may not exceed a horizontal distance of ten feet (10'); tops and toes of cut and fill slopes shall be set back from structures at a distance of at least six feet (6'), plus one-fifth (1/5) of the height of the cut or the fill. Additional setback distances shall be provided as necessary to accommodate drainage features and drainage structures.
			<i>Findings</i>	This standard is not applicable as no grading improvements are proposed or required.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.O	<p>Drainage Improvements: The subdivider shall submit with the preliminary plat application such maps, profiles, and other data prepared by an engineer to indicate the proper drainage of the surface water to natural drainage courses or storm drains, existing or proposed. The location and width of the natural drainage courses shall be shown as an easement common to all owners within the subdivision and the city on the preliminary and final plat. All natural drainage courses shall be left undisturbed or be improved in a manner that will increase the operating efficiency of the channel without overloading its capacity. An</p>



City of Ketchum
Planning & Building

				adequate storm and surface drainage system shall be a required improvement in all subdivisions and shall be installed by the subdivider. Culverts shall be required where all water or drainage courses intersect with streets, driveways or improved public easements and shall extend across and under the entire improved width including shoulders.
			<i>Findings</i>	This standard is not applicable as no drainage improvements are proposed or required.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.P	Utilities: In addition to the terms mentioned in this section, all utilities including, but not limited to, electricity, natural gas, telephone and cable services shall be installed underground as a required improvement by the subdivider. Adequate provision for expansion of such services within the subdivision or to adjacent lands including installation of conduit pipe across and underneath streets shall be installed by the subdivider prior to construction of street improvements.
			<i>Findings</i>	No utility improvements are proposed or required.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.Q	Off Site Improvements: Where the offsite impact of a proposed subdivision is found by the commission or council to create substantial additional traffic, improvements to alleviate that impact may be required of the subdivider prior to final plat approval, including, but not limited to, bridges, intersections, roads, traffic control devices, water mains and facilities, and sewer mains and facilities.
			<i>Findings</i>	This standard is not applicable as off-site improvements are not required or proposed with this project
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.R	Avalanche and mountain overlay. All improvements and plats (land, planned unit development, townhouse, condominium) created pursuant to this chapter shall comply with City of Ketchum Avalanche Zone District and Mountain Overlay Zoning District requirements as set forth in title 17 of this Code.
			<i>Findings</i>	This standard is not applicable as this application is not within the Avalanche or Mountain Overlay
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.S	Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.
			<i>Findings</i>	This standard is not applicable as the subject property is developed with an existing residence and private landscaping.

Attachment J: Findings of Fact



City of Ketchum
Planning & Building

IN RE:)
)
Joan Dick Subdivision) KETCHUM PLANNING AND ZONING COMMISSION
Subdivision Preliminary Plat) FINDINGS OF FACT, CONCLUSIONS OF LAW, AND
File Number: P24-056) DECISION
)
Date: August 27, 2024)
)

PROJECT: Joan Dick Subdivision
APPLICATION TYPE: Subdivision Preliminary Plat
FILE NUMBER: P24-056
PROPERTY OWNER: John Dick, Marianne Dick
REPRESENTATIVE: Matt Smithman, Galena-Benchmark Engineering
LOCATION: 560 Wood River Dr – (TL 4271)
ZONING: Limited Residential (LR)

RECORD OF PROCEEDINGS

The Planning and Zoning Commission considered the Joan Dick Subdivision Preliminary Plat Application File No. P24-056 during their meeting on August 27, 2024.

Public Hearing Notice & Public Comment

A public meeting notice for the project was mailed to all owners of property within 300 feet of the project site and all political subdivisions on August 7, 2024. The notice was published in the Idaho Mountain Express on August 7, 2024. A notice was posted on the project site and the city’s website on August 12, 2024.

FINDINGS OF FACT

The Planning and Zoning Commission having reviewed the entire project record, provided notice, and conducted the required public hearing does hereby make and set forth these Findings of Fact, Conclusions of Law, and Decision as follows:

The Planning and Building Department received the subdivision application for the project on June 11, 2024. Following the receipt of the application, staff routed the application materials to all city departments for review. After one round of review, the application was scheduled for hearing.

The Commission reviewed the lot consolidation preliminary plat application for conformance with KMC 16.04.030 – Procedures for subdivision approval and KMC 16.04.040 – Development and Design.

Dimensional Standards

New lots created in the LR zone district must meet dimensional standards as outlined in KMC 17.12.030. Subdivision applications must demonstrate that the lot(s) created conform to the minimum lot area, minimum lot width, and building setback lines. For subdivisions of existing lots, a subdivision of land cannot create a nonconformity. For this application, the minimum lot area and widths are in conformance with the LR zone district. Lots in the LR zone are required to be a minimum of 9,000 square feet with an average width of 80 feet. The two new lots are both 12,070 square feet in area and 84 feet wide at the narrowest point. Average lot width is calculated by taking a width measurement, parallel to the front property boundary at every 10 feet for the depth of the property and taking the average of those measurements.

Building setback lines for development on the new lots will be reviewed and verified at building permit application. The existing residence will need to be demolished prior to approval of the final plat so as to not create a non-conforming building crossing property lines.

FINDINGS REGARDING PRELIMINARY PLAT SUBDIVISION REQUIREMENTS

Preliminary Plat Requirements				
Compliant			City Code	City Standards
Yes	No	N/A		
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.C.1	The subdivider shall file with the administrator copies of the completed subdivision application form and preliminary plat data as required by this chapter.
			<i>Findings</i>	The City of Ketchum Planning and Building Department received the subdivision application and all applicable application materials on June 11, 2024.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I	Contents Of Preliminary Plat: The preliminary plat, together with all application forms, title insurance report, deeds, maps, and other documents reasonably required, shall constitute a complete subdivision application.
			<i>Findings</i>	The subdivision application was deemed complete on June 11, 2024.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .1	The preliminary plat shall be drawn to a scale of not less than one inch equals one hundred feet (1" = 100') and shall show the following: The scale, north point and date.
			<i>Findings</i>	This standard is met as shown on Sheet 1 of the preliminary plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .2	The name of the proposed subdivision, which shall not be the same or confused with the name of any other subdivision in Blaine County, Idaho.
			<i>Findings</i>	As shown on Sheet 1 of the preliminary plat, the subdivision is named "Joan Dick Subdivision" which is not the same as any other subdivision in Blaine County, Idaho
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .3	The name and address of the owner of record, the subdivider, and the engineer, surveyor, or other person preparing the plat.
			<i>Findings</i>	As shown on Sheet 1, the owner and subdivider is Jay & Marianne Dick. The plat was prepared by Robert Brier of Galena-Benchmark Engineering.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .4	Legal description of the area platted.
			<i>Findings</i>	The legal description of the area platted is shown on the preliminary plat.

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .5	The names and the intersecting boundary lines of adjoining subdivisions and parcels of property.
			<i>Findings</i>	The preliminary plat indicates the boundary lines of adjoining lots.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .6	A contour map of the subdivision with contour lines and a maximum interval of five feet (5') to show the configuration of the land based upon the United States geodetic survey data, or other data approved by the city engineer.
			<i>Findings</i>	Sheet 1 of the preliminary plat shows the contour lines for the subject property.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I 7	The scaled location of existing buildings, water bodies and courses and location of the adjoining or immediately adjacent dedicated streets, roadways and easements, public and private.
			<i>Findings</i>	Sheet 1 identifies the outline of the existing building on the property as well as adjacent streets.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .8	Boundary description and the area of the tract.
			<i>Findings</i>	The preliminary plat provides the boundary description of the area and includes square footage and acreage of the lot.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .9	Existing zoning of the tract.
			<i>Findings</i>	Sheet 1 of the preliminary plat lists the existing zoning of the subject property above the owner information.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .10	The proposed location of street rights of way, lots, and lot lines, easements, including all approximate dimensions, and including all proposed lot and block numbering and proposed street names.
			<i>Findings</i>	The preliminary plat shows the locations and lot lines for the proposed lot. No new streets or blocks are being proposed with this application. Easements include a 25ft scenic Easement and a 10ft Fish and Nature Study Easement.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .11	The location, approximate size and proposed use of all land intended to be dedicated for public use or for common use of all future property owners within the proposed subdivision.
			<i>Findings</i>	This standard is not applicable as there is no requirement or proposal for land dedicated for public or common use.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .12	The location, size and type of sanitary and storm sewers, water mains, culverts and other surface or subsurface structures existing within or immediately adjacent to the proposed sanitary or storm sewers, water mains, and storage facilities, street improvements, street lighting, curbs, and gutters and all proposed utilities.
			<i>Findings</i>	Sheet 1 shows the water and sewer lines immediately adjacent to the subject property.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .13	The direction of drainage, flow and approximate grade of all streets.
			<i>Findings</i>	This standard is shown in multiple locations on the preliminary plat.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .14	The location of all drainage canals and structures, the proposed method of disposing of runoff water, and the location and size of all drainage easements, whether they are located within or outside of the proposed plat.
			<i>Findings</i>	This standard does not apply as no new drainage canals or structures are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .15	All percolation tests and/or exploratory pit excavations required by state health authorities.
			<i>Findings</i>	This standard does not apply as no additional tests are required.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .16	A copy of the provisions of the articles of incorporation and bylaws of homeowners' association and/or condominium declarations to be filed with the final plat of the subdivision.

			<i>Findings</i>	This standard does not apply as this preliminary plat application is not for a townhouse or condominium subdivision and no commonly owned land or facilities are proposed.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .17	Vicinity map drawn to approximate scale showing the location of the proposed subdivision in reference to existing and/or proposed arterials and collector streets.
			<i>Findings</i>	Sheet 1 includes a vicinity map that satisfies this requirement.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .18	The boundaries of the floodplain, floodway and avalanche zoning district shall also be clearly delineated and marked on the preliminary plat.
			<i>Findings</i>	Boundaries of the floodplain and floodway are shown on Sheet 1.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .19	Building envelopes shall be shown on each lot, all or part of which is within a floodway, floodplain, or avalanche zone; or any lot that is adjacent to the Big Wood River, Trail Creek, or Warm Springs Creek; or any lot, a portion of which has a slope of twenty five percent (25%) or greater; or upon any lot which will be created adjacent to the intersection of two (2) or more streets.
			<i>Findings</i>	A building envelope is shown on both proposed lots as the property is adjacent to the Big Wood River and contains the floodplain.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .20	Lot area of each lot.
			<i>Findings</i>	As shown on Sheet 1 of the preliminary plat, the lot area for both lots is 12,070 square feet.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .21	Existing mature trees and established shrub masses.
			<i>Findings</i>	Existing mature trees and shrub masses on the subject property are identified on the preliminary plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .22	A current title report shall be provided at the time that the preliminary plat is filed with the administrator, together with a copy of the owner's recorded deed to such property.
			<i>Findings</i>	The applicant provided a title commitment issued by Stewart Title dated January 12, 2024 and a grant deed recorded on September 9, 1993 with the Blaine County Clerk and Recorder.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .23	Three (3) copies of the preliminary plat shall be filed with the administrator.
			<i>Findings</i>	The City of Ketchum received hard and digital copies of the preliminary plat at the time of application.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.A	Required Improvements: The improvements set forth in this section shall be shown on the preliminary plat and installed prior to approval of the final plat. Construction design plans shall be submitted and approved by the city engineer. All such improvements shall be in accordance with the comprehensive plan and constructed in compliance with construction standard specifications adopted by the city. Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.
			<i>Findings</i>	No improvements are required to be made with the creation of Lots 1 & 2.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.B	Improvement Plans: Prior to approval of final plat by the commission, the subdivider shall file two (2) copies with the city engineer, and the city engineer

				shall approve construction plans for all improvements required in the proposed subdivision. Such plans shall be prepared by a civil engineer licensed in the state.
			<i>Findings</i>	No improvements are required to be made with the creation of Lots 1 & 2.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.C	Prior to final plat approval, the subdivider shall have previously constructed all required improvements and secured a certificate of completion from the city engineer. However, in cases where the required improvements cannot be constructed due to weather conditions or other factors beyond the control of the subdivider, the city council may accept, in lieu of any or all of the required improvements, a performance bond filed with the city clerk to ensure actual construction of the required improvements as submitted and approved. Such performance bond shall be issued in an amount not less than one hundred fifty percent (150%) of the estimated costs of improvements as determined by the city engineer. In the event the improvements are not constructed within the time allowed by the city council (which shall be one year or less, depending upon the individual circumstances), the council may order the improvements installed at the expense of the subdivider and the surety. In the event the cost of installing the required improvements exceeds the amount of the bond, the subdivider shall be liable to the city for additional costs. The amount that the cost of installing the required improvements exceeds the amount of the performance bond shall automatically become a lien upon any and all property within the subdivision owned by the owner and/or subdivider.
			<i>Findings</i>	No improvements are required to be made with the creation of Lots 1 & 2.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.D	As Built Drawing: Prior to acceptance by the city council of any improvements installed by the subdivider, two (2) sets of as built plans and specifications, certified by the subdivider's engineer, shall be filed with the city engineer. Within ten (10) days after completion of improvements and submission of as built drawings, the city engineer shall certify the completion of the improvements and the acceptance of the improvements, and shall submit a copy of such certification to the administrator and the subdivider. If a performance bond has been filed, the administrator shall forward a copy of the certification to the city clerk. Thereafter, the city clerk shall release the performance bond upon application by the subdivider.
			<i>Findings</i>	No improvements are required to be made with the creation of Lots 1 & 2.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.E	Monumentation: Following completion of construction of the required improvements and prior to certification of completion by the city engineer, certain land survey monuments shall be reset or verified by the subdivider's engineer or surveyor to still be in place. These monuments shall have the size, shape, and type of material as shown on the subdivision plat. The monuments shall be located as follows: <ol style="list-style-type: none"> 1. All angle points in the exterior boundary of the plat. 2. All street intersections, points within and adjacent to the final plat. 3. All street corner lines ending at boundary line of final plat. 4. All angle points and points of curves on all streets. 5. The point of beginning of the subdivision plat description.
			<i>Findings</i>	No improvements are required to be made with the creation of Lots 1 & 2.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.F	Lot Requirements: <ol style="list-style-type: none"> 1. Lot size, width, depth, shape and orientation and minimum building setback lines shall be in compliance with the zoning district in which the property is located and compatible with the location of the subdivision and the type of development, and preserve solar access to adjacent properties and buildings.

			<p>2. Whenever a proposed subdivision contains lot(s), in whole or in part, within the floodplain, or which contains land with a slope in excess of twenty five percent (25%), based upon natural contours, or creates corner lots at the intersection of two (2) or more streets, building envelopes shall be shown for the lot(s) so affected on the preliminary and final plats. The building envelopes shall be located in a manner designed to promote harmonious development of structures, minimize congestion of structures, and provide open space and solar access for each lot and structure. Also, building envelopes shall be located to promote access to the lots and maintenance of public utilities, to minimize cut and fill for roads and building foundations, and minimize adverse impact upon environment, watercourses and topographical features. Structures may only be built on buildable lots. Lots shall only be created that meet the definition of "lot, buildable" in section 16.04.020 of this chapter. Building envelopes shall be established outside of hillsides of twenty five percent (25%) and greater and outside of the floodway. A waiver to this standard may only be considered for the following:</p> <ol style="list-style-type: none"> a. For lot line shifts of parcels that are entirely within slopes of twenty five percent (25%) or greater to create a reasonable building envelope, and mountain overlay design review standards and all other city requirements are met. b. For small, isolated pockets of twenty five percent (25%) or greater that are found to be in compliance with the purposes and standards of the mountain overlay district and this section. <p>3. Corner lots outside the original Ketchum Townsite shall have a property line curve or corner of a minimum radius of twenty five feet (25') unless a longer radius is required to serve an existing or future use.</p> <p>4. Side lot lines shall be within twenty degrees (20°) to a right angle or radial line to the street line.</p> <p>5. Double frontage lots shall not be created. A planting strip shall be provided along the boundary line of lots adjacent to arterial streets or incompatible zoning districts.</p> <p>6. Every lot in a subdivision shall have a minimum of twenty feet (20') of frontage on a dedicated public street or legal access via an easement of twenty feet (20') or greater in width. Easement shall be recorded in the office of the Blaine County recorder prior to or in conjunction with recordation of the final plat.</p>
		<i>Findings</i>	<ol style="list-style-type: none"> 1. The lot size of 12,070 square feet is above the minimum required lot area as well as the average lot width of at least 84 feet. All future development on the site will comply with LR dimensional standards in Title 17. 2. Building envelopes are required and shown on both proposed lots as the property contains floodplain 3. The application does not create a corner lot. 4. The proposed side lot lines meet this standard. 5. The subject property is not a double frontage lot. 6. Both lots will have greater than 80 feet of frontage along Wood River Drive.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>16.04.040.G</p> <p>G. Block Requirements: The length, width and shape of blocks within a proposed subdivision shall conform to the following requirements:</p> <ol style="list-style-type: none"> 1. No block shall be longer than one thousand two hundred feet (1,200'), nor less than four hundred feet (400') between the street intersections, and shall have sufficient depth to provide for two (2) tiers of lots.

				<p>2. Blocks shall be laid out in such a manner as to comply with the lot requirements.</p> <p>3. The layout of blocks shall take into consideration the natural topography of the land to promote access within the subdivision and minimize cuts and fills for roads and minimize adverse impact on environment, watercourses and topographical features.</p> <p>4. Corner lots shall contain a building envelope outside of a seventy five foot (75') radius from the intersection of the streets.</p>
			<i>Findings</i>	This standard does not apply as no new blocks are being created.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H	<p>Street Improvement Requirements:</p> <p>1. The arrangement, character, extent, width, grade and location of all streets put in the proposed subdivision shall conform to the comprehensive plan and shall be considered in their relation to existing and planned streets, topography, public convenience and safety, and the proposed uses of the land;</p> <p>2. All streets shall be constructed to meet or exceed the criteria and standards set forth in chapter 12.04 of this code, and all other applicable ordinances, resolutions or regulations of the city or any other governmental entity having jurisdiction, now existing or adopted, amended or codified;</p> <p>3. Where a subdivision abuts or contains an existing or proposed arterial street, railroad or limited access highway right of way, the council may require a frontage street, planting strip, or similar design features;</p> <p>4. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods;</p> <p>5. Street grades shall not be less than three-tenths percent (0.3%) and not more than seven percent (7%) so as to provide safe movement of traffic and emergency vehicles in all weather and to provide for adequate drainage and snow plowing;</p> <p>6. In general, partial dedications shall not be permitted, however, the council may accept a partial street dedication when such a street forms a boundary of the proposed subdivision and is deemed necessary for the orderly development of the neighborhood, and provided the council finds it practical to require the dedication of the remainder of the right of way when the adjoining property is subdivided. When a partial street exists adjoining the proposed subdivision, the remainder of the right of way shall be dedicated;</p> <p>7. Dead end streets may be permitted only when such street terminates at the boundary of a subdivision and is necessary for the development of the subdivision or the future development of the adjacent property. When such a dead end street serves more than two (2) lots, a temporary turnaround easement shall be provided, which easement shall revert to the adjacent lots when the street is extended;</p> <p>8. A cul-de-sac, court or similar type street shall be permitted only when necessary to the development of the subdivision, and provided, that no such street shall have a maximum length greater than four hundred feet (400') from entrance to center of turnaround, and all cul-de-sacs shall have a minimum turnaround radius of sixty feet (60') at the property line and not less than forty five feet (45') at the curb line;</p> <p>9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°);</p> <p>10. Where any street deflects an angle of ten degrees (10°) or more, a connecting curve shall be required having a minimum centerline radius of three hundred feet</p>

				<p>(300') for arterial and collector streets, and one hundred twenty five feet (125') for minor streets;</p> <p>11. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited;</p> <p>12. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets;</p> <p>13. Proposed streets which are a continuation of an existing street shall be given the same names as the existing street. All new street names shall not duplicate or be confused with the names of existing streets within Blaine County, Idaho. The subdivider shall obtain approval of all street names within the proposed subdivision from the commission before submitting same to council for preliminary plat approval;</p> <p>14. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills;</p> <p>15. Street patterns of residential areas shall be designed to create areas free of through traffic, but readily accessible to adjacent collector and arterial streets;</p> <p>16. Reserve planting strips controlling access to public streets shall be permitted under conditions specified and shown on the final plat, and all landscaping and irrigation systems shall be installed as required improvements by the subdivider;</p> <p>17. In general, the centerline of a street shall coincide with the centerline of the street right of way, and all crosswalk markings shall be installed by the subdivider as a required improvement;</p> <p>18. Street lighting may be required by the commission or council where appropriate and shall be installed by the subdivider as a requirement improvement;</p> <p>19. Private streets may be allowed upon recommendation by the commission and approval by the council. Private streets shall be constructed to meet the design standards specified in subsection H2 of this section;</p> <p>20. Street signs shall be installed by the subdivider as a required improvement of a type and design approved by the administrator and shall be consistent with the type and design of existing street signs elsewhere in the city;</p> <p>21. Whenever a proposed subdivision requires construction of a new bridge, or will create substantial additional traffic which will require construction of a new bridge or improvement of an existing bridge, such construction or improvement shall be a required improvement by the subdivider. Such construction or improvement shall be in accordance with adopted standard specifications;</p> <p>22. Sidewalks, curbs and gutters may be a required improvement installed by the subdivider; and</p> <p>23. Gates are prohibited on private roads and parking access/entranceways, private driveways accessing more than one single-family dwelling unit and one accessory dwelling unit, and public rights of way unless approved by the city council.</p>
				This standards is not applicable. This proposal does not create a new street, private road or bridge.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.I	Alley Improvement Requirements: Alleys shall be provided in business, commercial and light industrial zoning districts. The width of an alley shall be not less than twenty feet (20'). Alley intersections and sharp changes in alignment shall be avoided, but where necessary, corners shall be provided to permit safe vehicular movement. Dead end alleys shall be prohibited. Improvement of alleys shall be done by the subdivider as required improvement and in conformance with design standards specified in subsection H2 of this section.

			<i>Findings</i>	This standard does not apply as the subject property is in a residential zoning district which do not require alleys.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.J	<p>Required Easements: Easements, as set forth in this subsection, shall be required for location of utilities and other public services, to provide adequate pedestrian circulation and access to public waterways and lands.</p> <p>1. A public utility easement at least ten feet (10') in width shall be required within the street right of way boundaries of all private streets. A public utility easement at least five feet (5') in width shall be required within property boundaries adjacent to Warm Springs Road and within any other property boundary as determined by the city engineer to be necessary for the provision of adequate public utilities.</p> <p>2. Where a subdivision contains or borders on a watercourse, drainageway, channel or stream, an easement shall be required of sufficient width to contain such watercourse and provide access for private maintenance and/or reconstruction of such watercourse.</p> <p>3. All subdivisions which border the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a ten foot (10') fish and nature study easement along the riverbank. Furthermore, the council shall require, in appropriate areas, an easement providing access through the subdivision to the bank as a sportsman's access. These easement requirements are minimum standards, and in appropriate cases where a subdivision abuts a portion of the river adjacent to an existing pedestrian easement, the council may require an extension of that easement along the portion of the riverbank which runs through the proposed subdivision.</p> <p>4. All subdivisions which border on the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a twenty five foot (25') scenic easement upon which no permanent structure shall be built in order to protect the natural vegetation and wildlife along the riverbank and to protect structures from damage or loss due to riverbank erosion.</p> <p>5. No ditch, pipe or structure for irrigation water or irrigation wastewater shall be constructed, rerouted or changed in the course of planning for or constructing required improvements within a proposed subdivision unless same has first been approved in writing by the ditch company or property owner holding the water rights. A written copy of such approval shall be filed as part of required improvement construction plans.</p> <p>6. Nonvehicular transportation system easements including pedestrian walkways, bike paths, equestrian paths, and similar easements shall be dedicated by the subdivider to provide an adequate nonvehicular transportation system throughout the city.</p>
			<i>Findings</i>	Both a ten foot fish and nature study easement and a twenty five foot scenic easement are shown on the proposed lots.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.K	<p>Sanitary Sewage Disposal Improvements: Central sanitary sewer systems shall be installed in all subdivisions and connected to the Ketchum sewage treatment system as a required improvement by the subdivider. Construction plans and specifications for central sanitary sewer extension shall be prepared by the subdivider and approved by the city engineer, council and Idaho health department prior to final plat approval. In the event that the sanitary sewage system of a subdivision cannot connect to the existing public sewage system, alternative provisions for sewage disposal in accordance with the requirements of the Idaho department of health and the council may be constructed on a temporary basis until such time as connection to the public sewage system is</p>

				possible. In considering such alternative provisions, the council may require an increase in the minimum lot size and may impose any other reasonable requirements which it deems necessary to protect public health, safety and welfare.
			<i>Findings</i>	This standard is not applicable as no sanitary sewage disposal improvements are required for this project. Sewer infrastructure exists adjacent to the proposed lots.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.L	Water System Improvements: A central domestic water distribution system shall be installed in all subdivisions by the subdivider as a required improvement. The subdivider shall also be required to locate and install an adequate number of fire hydrants within the proposed subdivision according to specifications and requirements of the city under the supervision of the Ketchum fire department and other regulatory agencies having jurisdiction. Furthermore, the central water system shall have sufficient flow for domestic use and adequate fire flow. All such water systems installed shall be looped extensions, and no dead end systems shall be permitted. All water systems shall be connected to the municipal water system and shall meet the standards of the following agencies: Idaho department of public health, Idaho survey and rating bureau, district sanitarian, Idaho state public utilities commission, Idaho department of reclamation, and all requirements of the city.
			<i>Findings</i>	This standard is not applicable as no water improvements are required for this project. Water infrastructure exists adjacent to the proposed Lot 1.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.M	Planting Strip Improvements: Planting strips shall be required improvements. When a predominantly residential subdivision is proposed for land adjoining incompatible uses or features such as highways, railroads, commercial or light industrial districts or off-street parking areas, the subdivider shall provide planting strips to screen the view of such incompatible features. The subdivider shall submit a landscaping plan for such planting strip with the preliminary plat application, and the landscaping shall be a required improvement.
			<i>Findings</i>	This standard is not applicable as planting strips are not required for this project
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.N	Cuts, Fills, And Grading Improvements: Proposed subdivisions shall be carefully planned to be compatible with natural topography, soil conditions, geology and hydrology of the site, as well as to minimize cuts, fills, alterations of topography, streams, drainage channels, and disruption of soils and vegetation. The design criteria shall include the following: 1. A preliminary soil report prepared by a qualified engineer may be required by the commission and/or council as part of the preliminary plat application. 2. Preliminary grading plan prepared by a civil engineer shall be submitted as part of all preliminary plat applications. Such plan shall contain the following information: a. Proposed contours at a maximum of five foot (5') contour intervals. b. Cut and fill banks in pad elevations. c. Drainage patterns. d. Areas where trees and/or natural vegetation will be preserved. e. Location of all street and utility improvements including driveways to building envelopes. f. Any other information which may reasonably be required by the administrator, commission or council to adequately review the affect of the proposed improvements.

			<p>3. Grading shall be designed to blend with natural landforms and to minimize the necessity of padding or terracing of building sites, excavation for foundations, and minimize the necessity of cuts and fills for streets and driveways.</p> <p>4. Areas within a subdivision which are not well suited for development because of existing soil conditions, steepness of slope, geology or hydrology shall be allocated for open space for the benefit of future property owners within the subdivision.</p> <p>5. Where existing soils and vegetation are disrupted by subdivision development, provision shall be made by the subdivider for revegetation of disturbed areas with perennial vegetation sufficient to stabilize the soil upon completion of the construction. Until such times as such revegetation has been installed and established, the subdivider shall maintain and protect all disturbed surfaces from erosion.</p> <p>6. Where cuts, fills, or other excavations are necessary, the following development standards shall apply:</p> <ul style="list-style-type: none"> a. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability. b. Fills shall be compacted to at least ninety five percent (95%) of maximum density as determined by AASHTO T99 (American Association of State Highway Officials) and ASTM D698 (American standard testing methods). c. Cut slopes shall be no steeper than two horizontal to one vertical (2:1). Subsurface drainage shall be provided as necessary for stability. d. Fill slopes shall be no steeper than three horizontal to one vertical (3:1). Neither cut nor fill slopes shall be located on natural slopes of three to one (3:1) or steeper, or where fill slope toes out within twelve feet (12') horizontally of the top and existing or planned cut slope. e. Toes of cut and fill slopes shall be set back from property boundaries a distance of three feet (3'), plus one-fifth (1/5) of the height of the cut or the fill, but may not exceed a horizontal distance of ten feet (10'); tops and toes of cut and fill slopes shall be set back from structures at a distance of at least six feet (6'), plus one-fifth (1/5) of the height of the cut or the fill. Additional setback distances shall be provided as necessary to accommodate drainage features and drainage structures.
			<p><i>Findings</i></p> <p>This standard is not applicable as no grading improvements are proposed or required.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>16.04.040.O</p> <p>Drainage Improvements: The subdivider shall submit with the preliminary plat application such maps, profiles, and other data prepared by an engineer to indicate the proper drainage of the surface water to natural drainage courses or storm drains, existing or proposed. The location and width of the natural drainage courses shall be shown as an easement common to all owners within the subdivision and the city on the preliminary and final plat. All natural drainage courses shall be left undisturbed or be improved in a manner that will increase the operating efficiency of the channel without overloading its capacity. An adequate storm and surface drainage system shall be a required improvement in all subdivisions and shall be installed by the subdivider. Culverts shall be required where all water or drainage courses intersect with streets, driveways or improved public easements and shall extend across and under the entire improved width including shoulders.</p>
			<p><i>Findings</i></p> <p>This standard is not applicable as no drainage improvements are proposed or required.</p>

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.P	Utilities: In addition to the terms mentioned in this section, all utilities including, but not limited to, electricity, natural gas, telephone and cable services shall be installed underground as a required improvement by the subdivider. Adequate provision for expansion of such services within the subdivision or to adjacent lands including installation of conduit pipe across and underneath streets shall be installed by the subdivider prior to construction of street improvements.
			<i>Findings</i>	No utility improvements are proposed or required.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.Q	Off Site Improvements: Where the offsite impact of a proposed subdivision is found by the commission or council to create substantial additional traffic, improvements to alleviate that impact may be required of the subdivider prior to final plat approval, including, but not limited to, bridges, intersections, roads, traffic control devices, water mains and facilities, and sewer mains and facilities.
			<i>Findings</i>	This standard is not applicable as off-site improvements are not required or proposed with this project

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.R	Avalanche and mountain overlay. All improvements and plats (land, planned unit development, townhouse, condominium) created pursuant to this chapter shall comply with City of Ketchum Avalanche Zone District and Mountain Overlay Zoning District requirements as set forth in title 17 of this Code.
			<i>Findings</i>	This standard is not applicable as this application is not within the Avalanche or Mountain Overlay
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.S	Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.
			<i>Findings</i>	This standard is not applicable as the subject property is developed with an existing residence and private landscaping.

CONCLUSIONS OF LAW

1. The City of Ketchum is a municipal corporation established in accordance with Article XII of the Constitution of the State of Idaho and Title 50 Idaho Code and is required and has exercised its authority pursuant to the Local Land Use Planning Act codified at Chapter 65 of Title 67 Idaho Code and pursuant to Chapters 3, 9 and 13 of Title 50 Idaho Code to enact the ordinances and regulations, which ordinances are codified in the Ketchum Municipal Code (“KMC”) and are identified in the Findings of Fact and which are herein restated as Conclusions of Law by this reference and which City Ordinances govern the applicant’s Townhouse Preliminary Plat application for the development and use of the project site.
2. The Commission has authority to review and recommend approval of the applicant’s Subdivision Preliminary Plat Application pursuant to Chapter 16.04 of Ketchum Code Title 16.
3. The City of Ketchum Planning Department provided notice for the review of this application in accordance with Ketchum Municipal Code §16.04.030.
4. The Subdivision Preliminary Plat application is governed under Chapter 16.04 of Ketchum Municipal Code.

5. The Joan Dick Subdivision Preliminary Plat application meets all applicable standards specified in Title 16 of Ketchum Municipal Code.

DECISION

THEREFORE, the Commission **recommends approval** of this Subdivision Preliminary Plat Application File No. P24-056 to City Council this Tuesday, August 27, 2024 subject to the following conditions of approval.

CONDITIONS OF APPROVAL

1. Failure to record a Final Plat within two (2) years of Council's approval of a Preliminary Plat shall cause the Preliminary Plat to be null and void.
2. Prior to recording a Final Plat, the existing residence shall be demolished. Failure to demolish the existing residence shall cause the Preliminary Plat to be null and void.

Findings of Fact **adopted** this 27th day of August 2024.

Neil Morrow, Chair
City of Ketchum
Planning and Zoning Commission



**City of Ketchum
Planning & Building**

**STAFF REPORT
KETCHUM PLANNING AND ZONING COMMISSION
REGULAR MEETING OF AUGUST 27, 2024**

PROJECT: Abode Luxury Rentals

FILE NUMBER: P24-028

APPLICANT: Brandon Owen, Abode Luxury Rentals (Operations Manager)

PROPERTY OWNER: Bloom Real Estate LLC

REQUEST: Conditional Use Permit to permit a 2,079 square foot property management office in an existing structure within the CC-1 zone district.

LOCATION: 431 N Walnut Avenue (Ketchum Townsite: Lot 6, Block 45)

ZONING: Community Core - Retail Core Subdistrict (CC-1)

REVIEWER: Paige Nied, Associate Planner

NOTICE: Notice was published in the Idaho Mountain Express and was mailed to properties within a 300-foot radius on August 7, 2024. Notice was posted at the subject location and on the city website on August 20, 2024.

EXECUTIVE SUMMARY

The Applicant is requesting a Conditional Use Permit (CUP) to establish a short-term property management office for the Abode Luxury Rentals business in an existing building located at 431 N Walnut Avenue (“subject property”). The subject property is developed with two existing structures. One fronts Walnut Avenue and the other, known as the George Castle Cabin, faces the alley and is listed on the city’s Historic Building/Site List. The proposed CUP is only for the structure that fronts Walnut Avenue. The building was previously used as a medical care facility for the Ketchum Family Medicine business and has been vacant for over a year. No changes to the George Castle Cabin building or use are proposed with this application. The subject property is located by the corner of Walnut Avenue and 4th Street with nearby businesses including the Community Library, Wood River Museum of History and Culture, Living With Wolves Museum, coffee shops, restaurants, and retail. The property is also next to the new community housing development, Bluebird, which contains 51 housing units.

Plan does include goals of supporting tourism-related businesses throughout the community. Staff also observed that this specific location is unique as it is a transition area between the downtown and the low-density residential neighborhood to the north. Therefore, staff recommend approval of the CUP application for a two-year term. Upon expiration of the CUP, the applicant would be required to submit a new CUP application, where staff would assess how this transition area has changed over the two-year period and whether the site would be better served by a business with a more customer-oriented use. Further analysis of the criterion is discussed below.

BACKGROUND

The Planning and Building Department received the CUP application for the project on April 8, 2024. Following the receipt of the application, staff routed the application materials to all city departments for review. After two rounds of review, the application was deemed complete on July 30th, 2024. As of the date of this letter, all departments' comments have been resolved or addressed through the conditions of approval recommended below.

ANALYSIS

Staff has reviewed the Conditional Use Permit Application against the zoning regulations including but not limited to uses permitted, parking, dark skies, and signage. Staff also reviewed the application for conformance with the conditional use permit criteria outlined in KMC 17.116.030.

Conformance with Zoning Regulations

Dark Skies (KMC 17.132)

The existing period style light fixtures on the building are not compliant with the dark sky requirements in KMC 17.132, because the light source is not fully shielded. The applicant is proposing a down lit wall lantern to replace the period style fixtures. Staff recommend condition of approval #4, which states that within 30 days from the date the Findings of Fact are signed, the applicant is required to install the new exterior lights and contact Planning staff to schedule an inspection for staff to verify dark sky compliance. All other existing exterior lighting is compliant with dark sky requirements and will remain.

Off Street Parking and Loading (KMC 17.125)

Parking for the first 5,500 square feet of office space within the Community Core is exempt from providing parking. As the proposed office is under the 5,500 square foot threshold, no vehicular parking is required to be provided for the office. However, bicycle parking is required for this use. Pursuant to KMC 17.125.060, all uses other than one family dwellings are required to provide at least one bicycle rack, able to accommodate at least two bicycles, for every four parking spaces required by the proposed use. Because no vehicular parking spaces are required for the use, at least one bicycle rack, able to accommodate two bicycles, must be installed. The applicant acknowledged that no bicycle racks exist onsite and provided two bicycle rack options to staff, both of which can accommodate two bicycles. Staff recommend condition of approval #6, which states that within 60 days from the date the Findings of Fact are signed, the applicant is required to install the bicycle rack and contact Planning staff for an inspection for staff to verify that the bicycle rack has been installed, can accommodate at least two bicycles, and that it is located within the property boundary and is not in the right-of-way.

Signage (KMC 17.127)

The CUP application states that the only exterior change proposed is to remove the old sign frame and install new signage. Staff observed that signage for the Abode Luxury Rentals business had already been installed and a code enforcement letter was sent to the applicant on June 14, 2024. The letter stated that pursuant to KMC 17.127.020, prior to installing a permanent sign, a sign permit must be obtained. However, a sign permit cannot be approved for a business that does not have an active business license. The Adobe Luxury Rentals business license approval is dependent on the approval of the CUP application. Staff recommend condition of approval #5, which states that within 60 days from the date the Findings of Fact are signed, the applicant is

required to submit and receive approval of a sign permit application for the existing signage. If the existing signage is not compliant with the signage specifications in KMC 17.127.050, the applicant must modify the signage to bring it into compliance.

Conformance with Conditional Use Permit Criteria

Pursuant to KMC Section 17.116.030, conditional use permits can be granted if and only if all criteria listed below are met. Below is the stated criteria and staff's analysis of each:

- *Criteria 1* - The characteristics of the conditional use will not be unreasonably incompatible with the types of uses permitted in the applicable zoning district;
 - *Analysis:* The Community Core (CC) Zone District is divided into two subdistricts, Retail Core (CC-1) and Mixed Use (CC-2) Subdistricts. The Retail Core intends to be the community's primary shopping district and provide ground floor storefronts which create an active pedestrian-friendly environment. The Mixed-Use Subdistrict includes many of the same uses seen in the Retail Core, but the two subdistricts differ when it comes to office space. While office is permitted by right use in all portions of a building in the Mixed-Use Subdistrict, the Retail Core requires a conditional use permit for office space that is on the ground floor and has street frontage. As further discussed in Criteria 5, office is identified as an appropriate use on upper floors of buildings within the Retail Core land use category. The proposed office is located in a single-story building with frontage on Walnut Avenue and adjacent to 4th Street, both highly used pedestrian corridors within Ketchum's downtown. Frequently visited pedestrian uses in the immediate area to the south and east include the Community Library, Wood River Museum of History and Culture, Living With Wolves Museum, coffee shops, and multiple retail and clothing stores making the area a pedestrian hub. Other uses which are permitted in the Retail Core include convenience stores, daycare centers, food service, instructional services (music, painting, educational tutoring facilities), personal services (beauty/barber shops, pet grooming, tailors, shoe repair), cultural facilities (museums, libraries, art galleries), medical care facilities, and more. These uses differ from retail but still attract frequent pedestrian activity which help to contribute to the overall pedestrian activity which defines the area. Also, the subject property is next to the new Bluebird development, that is nearing completion and the 51 housing units will soon be occupied. It is unclear at this point in time what influence Bluebird will have on activating this corner of town. According to the applicant narrative in the CUP application (Attachment A), the proposed office is for a short-term property management business which expects to have one to three employees and between zero and one guest daily. The lack of customers and pedestrian-friendly environment of the office makes the use not the most compatible with the surrounding businesses. However, the subject property is unique because it is located in a transitional area between the downtown and the low-density residential area to the north. The low amount of customer traffic generated by the proposed office may better align with the quieter nature of the residential neighborhood to the north and could be regarded as an appropriate buffer within this transitional area. Therefore, staff recommend approval of the CUP application for a two-year term, allowing the business to operate in the interim and when the CUP expires, reevaluate whether the site would be better served by a business with a more customer-oriented use.
- *Criteria 2* - The conditional use will not materially endanger the health, safety and welfare of the community;
 - *Analysis:* The Building and Fire Department have reviewed the proposed plans for the office. All life safety and building code requirements are being met. When evaluating the impact on the welfare of the community, staff look to the Comprehensive Plan for conformance. As noted above, staff believes that the request only partially meets the policies of the Comprehensive Plan and that the proposed use is not the most supportive of the overall welfare of the downtown and the community in the long term. Further discussion regarding

whether the request meets the policies of the Comprehensive Plan is reviewed later in Criteria 5.

- **Criteria 3** - The conditional use is such that pedestrian and vehicular traffic associated with the use will not be hazardous or conflict with existing and anticipated traffic in the neighborhood;
 - *Analysis:* The proposed use is in a portion of the Community Core that has fully connected sidewalks providing a pedestrian path to surrounding businesses, transportation stops, and parking areas. The proposed property management office does not anticipate frequent visitors, therefore, an increase in pedestrian and vehicular traffic is not anticipated. Employees and visitors of the office will have access to on street parking or can walk, bike, or bus to the office depending on where they are coming from. As noted above, the KMC exempts on-site parking requirements for the first 5,500 square feet of office space in the Community Core zoning district. The proposed office is less than 5,500 square feet and located within the Community Core zoning district, making the proposed use exempt from providing on-site parking.
- **Criteria 4** - The conditional use will be supported by adequate public facilities or services and will not adversely affect public services to the surrounding area, or conditions can be established to mitigate adverse impacts; and
 - *Analysis:* As mentioned above, all departments have reviewed the proposed use including Streets, Fire, Water, Wastewater, Building and Engineering. Additionally, the proposed use is within an existing commercial building currently served by all other utilities necessary to service the use including electricity, gas, and garbage service with no increase in service levels anticipated with the proposed use.
- **Criteria 5** - The conditional use is not in conflict with the policies of the Comprehensive Plan or the basic purposes of this chapter.
 - *Analysis:* See Table 1 below.

Table 1. Comprehensive Plan Analysis

<p>Land Use Category: <i>Retail Core</i></p>
<p>Purpose <i>The community's primary shopping district is the Retail Core. The Retail Core provides a variety of mixed-use buildings that have ground-floor storefronts. Specialty shops, restaurants, and outdoor seating areas line the sidewalks, creating an active pedestrian-friendly environment. Convenient shopping and dining is served by sidewalks, parking, and bike access. Upper floors include a mix of residential uses and offices.</i></p>
<p>Analysis: The Comprehensive Plan identifies office as an appropriate use within the retail core but notes that offices should be located on the upper floor of buildings. As outlined in the CUP application (Attachment A), the proposed office is located in an existing single-story building and expects to have one to three employees and between zero and one visitor per day. The proposed property management office is not the best use for achieving the Retail Core's purpose of creating an active pedestrian-friendly environment. Frequently visited pedestrian uses in the immediate area include the Community Library, Wood River Museum of History and Culture, health and wellness facility, and multiple retail and clothing stores making the area a pedestrian hub, with increased activity from recent developments that have added a coffee shop, Living With Wolves Museum, retail, and an ice cream shop that is currently under construction. Also, this property is adjacent to the new Bluebird development, that is nearing completion and the 51 housing units will soon be occupied. It is unclear at this point in time what influence Bluebird will have on that corner of town and the level of activity it will bring but staff does anticipate that activation in this area of town will continue to increase in the near future. The proposed office's lack of pedestrian activity does not contribute towards the Retail Core's goal of creating an active pedestrian-friendly environment that other uses would provide. Therefore, staff recommend approval of the CUP application for a two-year term, allowing the business to operate in the interim and prevent the building from sitting vacant, and reassess the compatibility of the office use in this location upon expiration of the CUP.</p>

Comprehensive Plan Value: Vibrant Downtown

Our downtown core is critical to the economic health and well-being of Ketchum. It functions as both an economic engine and the symbolic “heart and soul” of the City. We will preserve this vibrant commercial area as a place where local businesses can thrive and where people can congregate. Downtown must be a place that people can reach easily by foot, bike, and transit. We will continue to reinforce the downtown as the City’s primary business district, retail core, and key gathering place for residents and visitors for shopping, dining, and entertainment. Enhancements and efforts to support events, the arts, and Ketchum’s history and culture will make downtown an even greater community asset.

Analysis: The proposed use only partially supports the City’s value of creating a vibrant downtown as it would meet the intent of serving as “the City’s primary business district”, however, because the business anticipates zero to one visitor daily it does not act as a “key gathering place for residents and visitors for shopping, dining, and entertainment.” This value also communicates that the economic health and well-being of Ketchum is directly tied to downtown’s vibrancy. The proposed use of an office may not be the most appropriate in this area of town, however, it is unknown whether this building would sit vacant if this application is not approved. A vacant building would not add to the town’s vibrancy in any way. Also, staff anticipates that activity in this area of town will continue to increase but the influence of the Bluebird development is unknown at this point in time. Therefore, staff recommend approval of the CUP application for a two-year term, allowing the business to operate in the interim and prevent the building from sitting vacant, and reassess the compatibility of the office use in this location upon expiration of the CUP.

Policy E-3(b)

Tourism-Related Land Uses, Businesses, Events, and Marketing

Continue to support tourism-related land uses and businesses including lodging development and venues. Support national sporting and cultural events, and strong marketing.

Analysis: The Comprehensive Plan identifies supporting tourism-related land uses, businesses, and events as a goal. A short-term property management business directly supports the tourism economy that exists in Ketchum. Despite the proposed use anticipating few daily visitors and being located on the ground floor in an active downtown area, one of the goals of the Comprehensive Plan is to support tourism-related businesses in the community. Therefore, by approving the CUP for a two-year term, staff can meet the goal of supporting tourism businesses and upon expiration of the CUP, reevaluate the use of an office in this location to ensure the intent of the Retail Core is being met as well.

Policy E-4(a)

Balance of Business Types

Ensure a balance of local and tourism business types throughout the community.

Analysis: While the proposed office is not the most compatible use in the Retail Core, the Comprehensive Plan does support tourism businesses throughout the entire community. The proposed use of a short-term property management business would further the policy of ensuring a balance of local and tourism business types throughout the community. Staff believes that by approving the CUP for a two-year term, the goal of supporting tourism businesses will be met, and upon expiration of the CUP, staff will be able to evaluate the appropriateness of the use in this area and the activation from surrounding developments.

STAFF RECOMMENDATION

Staff believe the proposed project, as conditioned, meets all zoning requirements and criteria for conditional use permits. Staff recommends **approval** of the CUP application (File No. P24-028) for a two-year term, subject to the following conditions:

1. This conditional use permit approval is based on the project plans presented at the August 27, 2024, Planning and Zoning Commission meeting. Any building or site discrepancies which do not conform to the approved plans will be subject to removal.
2. This Conditional Use Permit is not transferable from one parcel of land to another.
3. The term of this Conditional Use Permit shall be two years from the date the Findings of Fact, Conclusions of Law, and Decision are signed. Prior to the expiration of the Conditional Use Permit, the applicant shall apply for a new Conditional Use Permit.

4. All exterior lighting shall be in compliance with the Ketchum Municipal Code, Chapter 17.132, Dark Skies. Within 30 days after the Findings of Fact, Conclusions of Law, and Decision are signed, the applicant shall install the new exterior lighting and shall contact the Planning Department for an inspection to verify compliance with dark sky standards.
5. Within 60 days after the Findings of Fact, Conclusions of Law, and Decision are signed, the applicant shall submit and receive approval of a sign permit application for the existing signage. If the existing signage is found to not be compliant with the signage specifications in KMC 17.127.050, the applicant must modify the signage to bring it into compliance.
6. A bicycle rack shall be installed within 60 days of the Findings of Fact, Conclusions of Law, and Decision being signed. Upon installation of a bicycle rack, the applicant shall contact the Planning Department for an inspection to verify that a bicycle rack has been installed, that it can accommodate at least two bicycles, and that it is located within the property boundary.

Recommended Motion

“I move to approve the Adobe Luxury Rentals Conditional Use Permit for a two-year term and direct staff to return with the Findings of Fact, Conclusions of Law, and Decision.”

ATTACHMENTS:

- A. Conditional Use Permit Application and Supporting Materials
- B. Conditional Use Permit Plan Set



City of Ketchum

Attachment A: Conditional Use Permit Application and Supporting Materials

OFFICIAL USE ONLY
FileNumber:
DateReceived:
By:
Fee Paid:
ApprovedDate:
DeniedDate:
By:

Conditional Use Permit Application

Submit Completed application to planningandzoning@ketchumidaho.org Or hand deliver to Ketchum City Hall, 191 5th St. W. Ketchum, ID If you have questions, please contact the Planning and Building Department at (208) 726-7801. To view the Development Standards, visit the City website at: www.ketchumidaho.org and click on Municipal Code. You will be contacted and invoiced once your application package is complete.

OWNER INFORMATION
Project Name: Abode Luxury Rentals
Name of Owner of Record: Bloom Real Estate
Physical Address: 431 N. Walnut Ave., Ketchum, ID 83340
Property LegalDescription: Ketchum Lot 6 Blk 45 8260 SF
Property ZoningDistrict: City
Lot Size: 1,423 sf
Contact Phone: 208-861-1327 Contact Email: Brandon@abodeluxuryrentals.com
PROJECT INFORMATION

Description of Proposed Conditional Use: Abode Luxury Rentals is a short term property management company. We would like to operate out of 431 N Walnut in Ketchum. We will be using the location for storage, employees, and guests.

At this time the only change to the exterior is to remove the old sign frame. The original footprint of the building will not be altered.

We are seeking a conditional use permit because we are an office with a ground level entry that is similar to what the previous medical center had, Jennifers of Australia behind, as well as law offices at 685 4th St on the next block. Our office is primarily used for daily administration and management of guests and owners. We would anticipate an occasional guest or vendor in the office. We will also be using for storage

of guest and owner supplies.

We will only be operating out of the building directly on Walnut across from the library. The building behind will still be utilized by Jennifer's of Australia

Daily, We are planning on 1-3 employees, currently there is 1.

Customers - 0-1.

Hours of operation would be Monday through Sat - 9 am - 6 pm

Required Actions: We would like to propose one of these two bike racks for consideration:

3 Bike Rack: <https://www.parkitbikeracks.com/curve-it-bike-racks>

6 Bike Rack:

<https://www.mygift.com/products/6-bike-capacity-double-sided-black-steel-bike-rack-stand-grid-bicycle-parking-storage-holder>

I have attached a new floor plan that shows the square footage of each room.

Walking in is the lobby area furnished with some tables as well as a couch and a couple chairs.

Reception area for greeting visitors.- primary work location for employee

Down hallway - first room on left will be storage for tools, paint, decorations First room on the right is unfurnished but the plan is for that to be an individual office. The 2nd room on the right is another storage room. In this room are towels, sheets for king, queen, and twin beds. Duvet covers and comforters. Also, has gifts for guests such as beer and wine, and some branded items like blankets, wine glasses, water bottles.

Kitchenette has a microwave, fridge, and sink. The next room is storage for house supplies such as toilet paper, paper towels, branded soaps, lotions, shampoo's, etc. The final room in the back is a conference room with a large conference table.

Description & Specification Sheet of Proposed
and Existing Exterior Lighting:

We have removed the exterior light that was on the original sign preparing to remove the frame. There are lights at each door as well as on the North Side of the building. No other changes to the lighting will be made. I've attached pictures.

We are working with King Electric on the lighting. He will be retro fitting some caps to bring the lights to the side and to the back of the property into compliance with the Dark Sky Reserve. We will also be ordering two of the Henry Sconce Dark Bronze to replace the existing fixtures at the Walnut Street entrance. Here the link for the lights:

https://www.visualcomfort.com/pohl-medium-one-light-outdoor-wall-lantern-8731701/?selected_product=8731701-12#1661=47161&2461=35811

APPLICANT NARRATIVE OF HOW THEY MEET THE CONDITIONAL USES PERMIT

CRITERIA IN MUNICIPLE CODE 17.116.030 A-E

The conditional use

https://www.visualcomfort.com/pohl-medium-one-light-outdoor-wall-lantern-8731701/?selected_product=8731701-12#1661=47161&2461=35811s compatible with the other buildings nearby. To the South a cabin that looks to be currently vacant, a cabin behind with a massage parlor and a private residence to the South. The look of the block and/or neighborhood won't be altered.

Being a property management company will not be a detriment or endanger health, safety, and welfare of the community.

Most of the pedestrian and vehicular traffic is from the library as well as a large number of construction projects currently taking place. Once this work is done the amount of traffic will decrease to levels of when this building was a medical center.

The current building has 2 bathrooms that would be sufficient for employees and guests. The impact will not adversely affect public services in the area.

By not changing the exterior footprint and with no remodel being planned, Abode will not change the look and feel of N Walnut Ave and the surrounding area. I would anticipate the same impact as when the medical center was in place.

ADDITIONAL COMMENTS

We have no plans or supporting documents since we are not making any modifications to the exterior of the building. We are simply using the space as an office much as it was previously. Please reach out with any questions. Thanks,

ACCOMPANYING SUPPORTING INFORMATION REQUIRED

- Existing Site Plan ● Proposed Site Plan ● Landscape Plan ● Grading and Drainage Plan ● Exterior Lighting Plan and Specifications ● Other plans and studies related to the social, economic, fiscal, environmental, traffic, and other effects of the proposed conditional use, as required by the Administrator

Applicant agrees to observe all City ordinances, laws and conditions imposed. Applicant agrees to defend, hold harmless and indemnify the City of Ketchum, city officials, agents and employees from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property, and losses and expenses caused or incurred by Applicant, its servants, agents, employees, guests and business invitees and not caused by or arising out of the tortious conduct of city or its officials, agents or employees. Applicant certifies that s/he has read and examined this application and that all information contained herein is true and correct.

Applicant Signature

Brandon Owen

Date

07/29/24

City of Ketchum Planning & Building Department
Conditional Use Permit Application

The Community Library



431 Walnut Ave

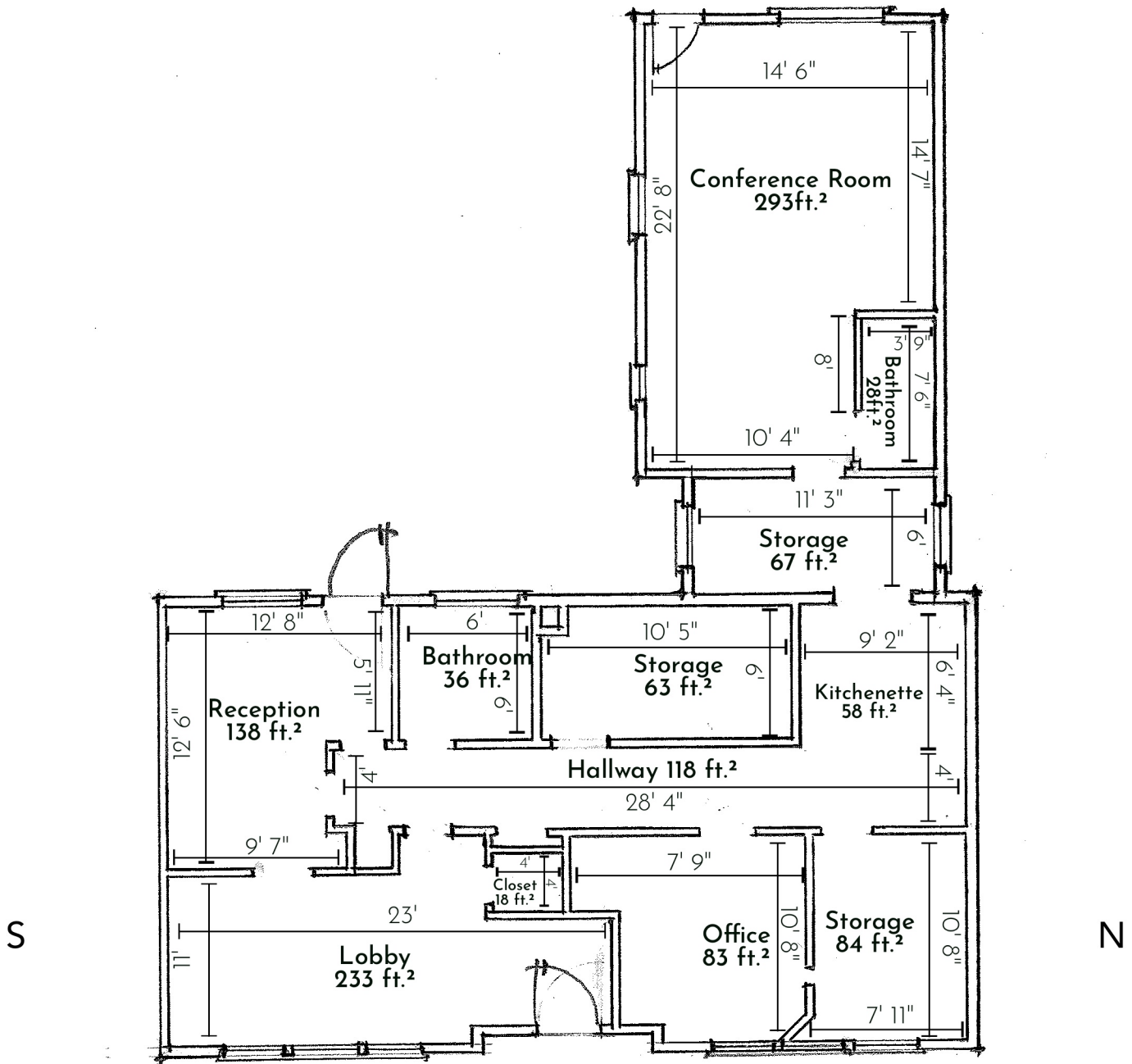
Ketchum
Town Square



City of Ketchum

Attachment B: Conditional Use Permit Plan Set

W



431 North Walnut Ave., Ketchum ID 83340

Zone: CC

Square Foot: 2,079

1/8 Scale

E



Bioluz LED 8 Pack 90 CRI BR30 LED Flood Light Bulbs Indoor Outdoor INSTANT ON DIMMABLE Warm White 2700K Replaces 65-95 Watt Using 9.5 Watts UL Listed Title 20 High Efficacy Lighting

Visit the Bioluz LED Store
4.6 ★★★★★ 1,660 ratings | Search this page
Amazon's Choice in LED Bulbs by Bioluz LED

\$39.99 (\$5.00 / Count)

FREE Returns
Available at a lower price from other sellers that may not offer free Prime shipping.

30-day refund/replacement

Color: **Warm White 2700k**



Size: **8 Count (Pack of 1)**

- 1 Count (Pack of 1)
- 4 Count (Pack of 1)
- 8 Count (Pack of 1)**
- 10 Count (Pack of 1)
- 20 Count (Pack of 1)
- 24 Count (Pack of 1)

Brand	Bioluz LED
Light Type	LED
Special Feature	Shatter resistant, Instant On, Shock and vibration resistant, Dimmable, Title 20 Compliant
Wattage	9.5 watts
Bulb Shape Size	BR30

Roll over image to zoom in

VISUAL COMFORT & CO.

SHOWROOMS CONTACT

CEILING WALL TABLE FLOOR OUTDOOR FANS ARCHITECTURAL OUR COLLECTIONS OUR DESIGNERS INSPIRATION SALE

Light Outdoor Wall Lantern



Pohl Medium One Light Outdoor Wall Lantern

STUDIO COLLECTION | VIEW THE POHL SERIES

\$149.00

8731701-10

Specifications in cm

Width: 5"
Height: 9"
Backplate: DP:2.75" W:5" H:7" OB UP:4.5" Rectangular
Socket: 1 - Medium - BR30
Rating: Wet Rated

Option:



Finish

Bronze

Lamp Type

Bulb(s) Not Included

\$149.00

349 In Stock | Ships by 08.23.24

1 ADD TO CART

Save to Project



431

