



CITY OF KETCHUM, IDAHO

****SPECIAL MEETING** HISTORIC PRESERVATION COMMISSION**

Tuesday, October 17, 2023, 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:

- Join us via Zoom (*please mute your device until called upon*)

Join the Webinar: <https://ketchumidaho-org.zoom.us/j/81811475165>

Webinar ID: 818 1147 5165

- Address the Council in person at City Hall.
- 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 September 6, 2023 Minutes

PUBLIC HEARING:

2. ACTION ITEM: Review and approve the Request to Demolish a Historic Structure for the proposed relocation of the structure located at 180 N Leadville Avenue

NEW BUSINESS:

EXECUTIVE SESSION:
ADJOURNMENT:



CITY OF KETCHUM
MEETING MINUTES
OF THE

HISTORIC PRESERVATION COMMISSION
Wednesday, September 6, 2023

CALL TO ORDER:

Spencer Cordovano called to order at 4:34 p.m. *(00:00:15 in video)*

Roll Call:

Wendolyn Holland

Rick Reynolds

Spencer Cordovano

Jakub Galczynski *absent

Also Present:

Morgan Landers – Director of Planning and Building

Adam Crutcher – Associate Planner

Heather Nicolai – Planning Technician/Office Administrator

Request by Staff to Amend the agenda to accept Tom Curl's resignation from the Historic Preservation Commission. *(00:01:00 in video)*

Motion: Wendolyn Holland made a motion to amend the agenda to accept Tom Curl's resignation from the Historic Preservation Commission; seconded by Rick Reynolds.

(00:01:10 in video)

MOVER: Wendolyn Holland

SECONDER: Rick Reynolds

AYES: Wendolyn Holland, Spencer Cordovano & Rick Reynolds

NAYS: None

RESULT: UNANIMOUSLY ADOPTED

COMMUNICATIONS FROM THE COMMISSIONERS:

None

CONSENT AGENDA:

1. ITEM: **Approval of July 5, 2023 Minutes** *(00:01:30 in video)*

Motion made by Rick Reynolds to approve the amended July 5, 2023 Minutes; Seconded by Wendolyn Holland. *(00:02:10 in video)*

MOVER: Rick Reynolds
SECONDER: Wendolyn Holland
AYES: Wendolyn Holland, Spencer Cordovano & Rick Reynolds.
NAYS: None
RESULT: UNANIMOUSLY ADOPED

PUBLIC HEARING:

None

NEW BUSINESS:

2 ACTION ITEM: Acceptance of Tom Curl's resignation from the Historic Preservation Commission and direct staff to begin recruitment of a replacement then appointment by City Council. *(00:02:45 in video)*

Motion made by Wendolyn Holland to Acceptance of Tom Curl's resignation from the Historic Preservation Commission and direct staff to begin recruitment of a replacement then appointment by City Council; Seconded by Rick Reynolds. *(00:04:15 in video)*

MOVER: Wendolyn Holland
SECONDER: Rick Reynolds
AYES: Wendolyn Holland, Spencer Cordovano & Rick Reynolds.
NAYS: None
RESULT: UNANIMOUSLY ADOPED

3. ACTION ITEM: Recommendation to discuss and adopt the final draft of the HPC handbook *(00:04:49 in video)*
- Staff presentation of changes and Commission questions, comments and direction to staff *(00:05:05 in video)*

Motion made by Wendolyn Holland to approve the Historic Preservation handbook with the two edits discussed and the draft of the Mayor's letter and we are ready to send the handbook to the graphic designers; Seconded by Rick Reynolds. *(00:15:30 in video)*

MOVER: Wendolyn Holland
SECONDER: Rick Reynolds
AYES: Wendolyn Holland, Spencer Cordovano & Rick Reynolds.
NAYS: None
RESULT: UNANIMOUSLY ADOPED

General Updates, announcements and highlights from staff *(00:16:10 in video)*

ADJOURNMENT: *(00:34:26 in video)*

Motion to adjourn the meeting at 5:08 p.m.

MOVER: Wendolyn Holland

SECONDER: Rick Reynolds

AYES: Wendolyn Holland, Spencer Cordovano & Rick Reynolds.

NAYS: None

RESULT: UNANIMOUSLY ADOPED

Spencer Cordovano, Chairperson
Historic Preservation Commission

Morgan Landers, Director Planning and Building
City of Ketchum



**City of Ketchum
Planning & Building**

**STAFF REPORT
HISTORIC PRESERVATION COMMISSION
REGULAR MEETING OF OCTOBER 17th, 2023**

PROJECT: 180 N Leadville Relocation Request

FILE NUMBER: H23-084

APPLICATION TYPE: Request for Alteration or Demolition of an Historic Structure

REPRESENTATIVE: Janet Jarvis & Lucas Winter, Architect

PROPERTY OWNER: 180 Leadville LLC (Bob Reniers)

REQUEST: Proposal to relocate existing residence out of Ketchum city limits to a location undetermined

LOCATION: 180 N Leadville Ave (Ketchum Townsite Lot 4 Blk 22)

ZONING: Mixed Use Subdistrict of the Community Core (CC-2)

NOTICE: The public hearing notice was published in the Idaho Mountain Express on September 27th, 2023. A public hearing notice was mailed to adjacent properties within 300 feet of the project site on September 27th, 2023. A public hearing notice was posted on the project site on September 27th, 2023. A public hearing notice was posted on the City website on September 27th, 2023.

REVIEWER: Adam Crutcher, Associate Planner

EXECUTIVE SUMMARY

The applicant, 180 N Leadville LLC, has submitted a request to relocate a historic structure located at 180 N Leadville Ave (Ketchum Townsite Lot 4 Blk 22) within the Mixed Use Subdistrict of the Community Core (CC-2) Zone. The building was historically a single-family residence occupied by Alonzo Price & Esther Fairman, longtime Ketchum residents in the 20th Century. The request proposes to relocate the residence to a different location within Blaine County. The final location of the residence has not been determined as of the date of this staff report, however, the first option being evaluated is in Hailey. If that opportunity does not materialize, there are location options in Picabo or Gannett as well.

The project is subject to Historic Preservation Commission (HPC) review pursuant to KMC 17.20.010.B. HPC review is required for all requests for partial or total demolitions, exterior alterations, and additions to all structures on the Historic Building List. For the purposes of HPC review, relocations are considered demolitions per KMC section 15.06.010. The proposed relocation is a very challenging

decision for staff to evaluate as there is no precedent for relocating of structures. Staff has outlined the decision-making process in the Analysis section of the staff report by listing out how staff believes the project does or does not meet the criteria. Ultimately, staff believes that the proposed relocation sufficiently meets the criteria and therefore supports the relocation.

BACKGROUND/HISTORY

The Alonzo Price/Esther Fairman Residence is a 1.5 story private residence with a detached single car garage constructed in 1929 by Alonzo Price and his family. Price was the resident agent of the Philadelphia Smelter and Idaho Mining & Smelting Company in the early 1900s and owned ranch property along Warm Springs Creek. Price sold this ranch property in 1947 to a group of investors, including Owen Simpson, who then developed the area into Warm Springs Ranch, a tourist destination and resort. Esther Fairman was one of three children of Alonzo Price and lived in the residence until 1998. Fairman had her own set of notorieties in the Wood River Valley community including the founding of the Presbyterian Church of the Big Wood (across from YMCA), legal secretary for George Kneeland, and 76-year member of Snowdrop Rebekah Lodge. Rebekah Lodges were, and continue to be, locations for the International Association of Rebekah Assemblies (IARA). This organization was created in 1851 for women to practice humanitarianism particularly in assisting orphans & the elderly.

The residence remains in the same location as it was built and is an example of settlement era architecture of the 1920's. As stated in the 2005 Walsworth study, "The exterior walls of both buildings are clad in clapboard siding and the front-gable roof is covered with metal sheeting and has overhanging rafters and eaves. Architectural elements such as windows and doors are historically correct, and intact landscaping features reflect the 1920's settlement period." The residence was put on the historic building/site list by the HPC as members felt the building met most if not all the integrity criteria & met Architectural criteria 3.a.1 & Social/Historic criteria 3.b.4 sections of the historic building/site standards. These criteria state:

"Exemplifies specific elements of a recognized architectural style or period or a style particularly associated with Ketchum neighborhoods" (Architectural criteria 3.a.1)

"Is valued by the Ketchum community as an established or familiar visual or cultural feature due to its architectural history, siting, massing, scale, cultural characteristics, or heritage such that its removal would be irreparable loss to the setting" (Social/Historic criteria 3.b.4)



Figure 1: Present day appearance of Price/Fairman Residence

ANALYSIS

The HPC may approve, approve with conditions, or deny a Request for Demolition or Alteration application based on the four criteria specified in KMC 17.20.030.C. The following analysis evaluates the proposed relocation of the Price/Fairman Residence in relation to the review criteria for requests to relocate structures on the Historic Building List. Both staff and members of the HPC have highlighted in previous demolition requests that the criteria which the proposal is reviewed upon is geared more towards proposed alterations rather than demolitions. This does make review of such demolition or relocation requests more challenging to review against these criteria.

17.20.030.C.1 - Is the structure of historic or architectural value or significance and does it contribute to the historic significance of the property within the Community Core?

The Price/Fairman residence is one of the 24 structures on the Historic Building List adopted by the HPC on October 19, 2021. When selecting the list of historic buildings, the HPC listed the subject property as one of the lower buildings as Commission members believed the building to have strong integrity but lacked in both Architectural & Social/Historic criteria. The 2005 Walsworth Associates Windshield Survey identified the residence as a historic building due to its themes of settlement architecture and the association with the Price family who came to Ketchum in 1885 as one of the first homesteaders. As mentioned above, the existing residence was built in 1929 for the purpose of the Price family relocating from the Philadelphia Smelter and is an example of settlement era architecture in Ketchum.

180 N Leadville Relocation (H23-084)

Historic Preservation Commission Meeting of October 17th, 2023

Staff does believe Alonzo Price and Esther Fairman are historic citizens of Ketchum, particularly with Alonzo's involvement with the Philadelphia Smelter. Ways in which the Price residence differs from other settlement era residences such as the Brass Ranch house, former Battis house, and the building which formerly housed Ikaunieks's Salon is that the Price residence retains its original architecture as it has not experienced alterations and remains in good quality along with the inhabitants of the residence were seen as more historically significant than the above mentioned settlement era residences. The above listed residences are very similar architecturally with very little distinction between them.

While staff believes the Price family, who resided in the residence, are of historic significance staff believes that the structure struggles to display this historic significance in an effective way. Also, as stated above, staff does not find the residence to be architecturally significant due to other similarly styled settlement era residences in the Community Core and lack of distinction shown on the subject residence.

17.20.030.C.2 - Would the loss, alteration of, or addition to, the structure adversely affect the historic integrity of the structure, impact the significance of the structure within the Community Core, impact the architectural or aesthetic relationship to adjacent properties, or conflict with the Comprehensive Plan?

Historic integrity measures how effectively a building's materials, design, feeling, location, association, workmanship, and setting convey the property's historic significance. Staff finds the historic significance of the structure comes from the Price family residing in the structure for many decades. The Price/Fairman residence has not been heavily altered since its original construction in 1929 as staff has only found evidence of reroofs and interior work done to the structure. While the structure has remained in its same location and retained its original materials and design, staff does not believe the structure effectively conveys the historic significance of the Price family. When walking by the residence it is not easy for one to know that figures important to Ketchum's history once resided within the building. The residence is designed in the same settlement era architectural style as other buildings within Ketchum's downtown with no architectural style or site characteristics to distinguish itself. With that being said, staff finds the residence to be a good example of settlement era residential architecture and portrays that well through its current state. A relocation of the residence would permanently remove this example from the property where it has been located for close to 100 years. Ultimately staff believes the removal to not adversely affect the historic integrity of the structure as staff finds the structure to not effectively convey the property's historic significance.

Significance of Structure within Community Core

The significance of the structure within the Community Core is that the residence was home to the Price family for many years and is reflective of a time period when settlement residences were located close to the commercial center. The subject property was and still is located in an area of Ketchum's downtown which is a transition from commercial activity to residential. When thinking of structures which are significant within the Community Core, staff's mind trends towards buildings such as the Greenhow & Rumsey Store, Comstock & Clark Mercantile building, or the Ketchum Kamp Hotel, not residential structures like the Price/Fairman house. As staff does not view the residence as a significant structure within the Community Core when compared to other buildings on the HPC list, staff does not believe the removal impacts the significance of the structure within the Community Core.

Architectural & Aesthetic Relationship to Adjacent Properties

The subject property is a corner lot located on the east side of the intersection of Leadville Avenue & 2nd Street. Both properties on the west side of the intersection are being redeveloped with mixed use and commercial buildings of 3 stories tall. To the south is Village Market and the Griffith residence which was also built in 1929 and is an example of settlement era architecture. Properties to the north contain the one story building which Lee Gilman Builders occupies along with two residences, one 2 stories tall and the other, the McCoy/Gooding/Miller house which is on the historic building/site list. Directly to the east is a two-story building from the 1980s which houses many commercial uses. These adjacent properties contain buildings from the 1920's up to the present day with a variety of architectural styles and heights. The removal of the structure would open up potential development on the site which could be much larger than the existing residence as well be a fully commercial building, altering the relationship depending on the architectural style used. With a mixture of new and older developments with varying heights around the subject property, staff does not believe that the removal of the structure would have an impact on the architectural relationship to adjacent properties.

Comprehensive Plan Conformance

One of the vision statements located within Chapter 4 of the 2014 Ketchum Comprehensive Plan states, "Protect and support our architectural heritage through appropriate historic preservation standards and guidelines". This vision statement is being met as the HPC has identified the building as historic and is reviewing the proposed alteration against the criteria determined by the HPC.

Policy CD-1.2 Preservation of Historic Buildings and Sites states, "Individual buildings and sites of historical, architectural, archaeological, or cultural significance should be identified and considered for protection. The City should encourage the private sector to preserve and rehabilitate buildings and sites through local landmark designation, public improvements, guidelines, and other tools."

There are different viewpoints when it comes to how relocations of buildings achieve or don't achieve historic preservation. One thought process is that buildings should always stay in their original location whereas another is that relocating buildings achieves preservation as it saves those structures from full-scale demolition. The intent of the proposed relocation is to retain the building as is and to utilize it as a residence. While this may be the case, because the residence is moving outside of Ketchum city limits, any proposed alterations in the future would not have the HPC review them for approval or denial. If one wanted to remain sure the residence is preserved, the best way to do so would be to keep the structure on its original site under the purview of the HPC so there is an inherent risk to moving the structure outside of Ketchum City limits.

17.20.030.C.3 - Does the structure retain the requisite integrity to convey its historic and/or architectural significance?

Staff believes the building still retains the requisite integrity to display the architectural style which it was built in as it is still in good condition and has not experienced any exterior alterations. However, staff struggles to view this architectural style as significant as many other settlement era residences which are similar to the Price/Fairman residence were not adopted to the historic building list due to their lack of architectural significance. The Price/Fairman residence does not embrace any of the other

architectural criteria such as innovation in building construction or superior craftsmanship which would separate it from other settlement era structures but instead is separated by the significant historical figures which resided in the structure. Regarding the historic figures, staff finds Alonzo Price & Esther Fairman to be historically significant figures in Ketchum's history. Because the structure is so similar to many other settlement era residences, staff does struggle to find that the subject building effectively displays the association to Alonzo Price & Esther Fairman.

17.20.030.C.4 - Does the proposed demolition or alteration adversely affect the historic significance or architectural distinction of the structure or the Community Core?

Alonzo Price & Esther Fairman do have historic significance within Ketchum as longtime community members who were involved in notable events of the city, particularly Alonzo Price with his association to the Philadelphia Smelter. It is difficult to know that these two resided in the subject residence just by the built environment that exists today. With that being said, staff does believe that the proposed relocation would adversely affect the historic significance as this would result in the termination of connecting Alonzo Price or Esther Fairman to the built environment in Ketchum. Relocating the building outside of Ketchum would also reduce the amount of settlement era buildings within the downtown, many of which are not on the historic building/site list, resulting in less protection of those structures. In the end, staff is split in finding whether the proposed relocation would adversely affect the historic significance of the structure but leans more towards there being an adverse effect as it would be a permanent loss of a structure associated with historic figures.

As stated previously, staff finds the existing building to be a good example of 1920s settlement era architecture but does struggle to view the structure as architecturally distinct due to its similarities to other settlement era residences. Still, staff does see the standpoint that as redevelopment pressures whittle down the number of existing settlement era residences not on the historic building list, that the settlement era architecture becomes less prevalent. Currently the only other settlement era residence of a similar style is the McCoy/Gooding/Miller house and so a removal of the Price/Fairman residence would result in only one building on the historic building list displaying this architectural style. Ultimately, staff finds the structure to lack architectural distinction and therefore does not view the relocation as adversely affecting this lack of distinction.

STAFF RECOMMENDATION

While a difficult decision, after considering the project plans, staff's analysis, the applicant's presentation, and public comment, staff recommends the Historic Preservation Commission deliberate and move to approve the Request to Demolish a Historic Structure located at 180 N Leadville Ave.

RECOMMENDED MOTION

"I move to approve the Request to Demolish a Historic Structure for the proposed relocation of the structure located at 180 N Leadville Avenue."

EXHIBITS:

- A. 180 N Leadville Application
- B. Project Plans

C. Historic Information

Attachment A:
180 N Leadville Relocation Application



**City of Ketchum
Planning & Building**

Application to Alter or Demolish a Historic Structure*

***This application only applies to structures listed on the City of Ketchum's Historic Building/Site List.**

OFFICIAL USE ONLY	
File Number:	H23-084
Date Received:	9/13/23
By:	HLN
	Fee
Review Fee Paid:	Waived
Approved Date:	
Denied Date:	
By:	
ADRE: Yes <input type="checkbox"/> No <input type="checkbox"/>	

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			
Project Name: LEADVILLE NEST	Phone:		
Owner: 180 LEADVILLE LLC	Mailing Address: 100 WOODBRIDGE CENTER DR WOODBRIDGE, NJ 07095		
Email: C/O: JANET@JARVIS-GROUP.COM			
Architect/Representative: JANET JARVIS/ LUCAS WINTER	Phone: 208.726.4031		
Email: JANET@JARVIS-GROUP.COM & LUCAS@JARVIS-GROUP.COM	Mailing Address: P.O. BOX 6266 KETCHUM, ID 83340		
Architect License Number: AR 1233			
Engineer of Record:	Phone:		
Email:	Mailing Address:		
Engineer License Number:			
<i>All plans and drawings for public commercial projects, residential buildings containing more than four (4) dwelling units and development projects containing more than four (4) dwelling units shall be prepared by an Idaho licensed architect or an Idaho licensed engineer.</i>			
PROJECT INFORMATION			
Legal Land Description: KETCHUM VILLAGE, BLOCK 22, LOT 3 & 4 (EXISTING BUILDING ON LOT 4)			
RPK (Parcel) Number:			
Street Address: 140 & 180 LEADVILLE (EXISTING BUILDING ON 180)			
Lot Area (Square Feet): 11,007 SF (LOT 4 is 5,503sf)			
Zoning District: CC-2			
Overlay District: <input type="checkbox"/> Floodplain <input type="checkbox"/> Avalanche <input type="checkbox"/> Mountain Overlay			
Type of Construction: <input type="checkbox"/> Addition <input type="checkbox"/> Remodel <input checked="" type="checkbox"/> Demolition <input checked="" type="checkbox"/> Other NEW			
Anticipated Use: RESIDENTIAL		Number of Residential Units: 1 EXISTING, 5 PROPOSED Gross Square Feet of Commercial Space:	
TOTAL FLOOR AREA			
	Proposed	Existing	
Basements	512	Sq. Ft.	546 Sq. Ft.
1 st Floor	6,544	Sq. Ft.	936 Sq. Ft.
2 nd Floor	4,262	Sq. Ft.	504 Sq. Ft.
3 rd Floor		Sq. Ft.	Sq. Ft.
Mezzanine		Sq. Ft.	Sq. Ft.
Total	11,144	Sq. Ft.	1,986 Sq. Ft.
INFORMATION ON PROPOSED REPLACEMENT PROJECT			
FLOOR AREA RATIO			
Community Core (Existing): 0.26	Tourist (Existing):	General Residential-High (Existing): ~ 25'	
Community Core (Proposed): 0.98	Tourist (Proposed):	General Residential-High (Proposed): 29'- 9 5/8"	

BUILDING COVERAGE/OPEN SPACE (all other zone districts)

Percent of Building Coverage (existing): 23% (LOT 4)

Percent of Building Coverage (proposed): 60% (LOTS 3 & 4)

SETBACKS AND BUILDING HEIGHT

Front (Existing): 16' - 3"	Side (Existing): 13' - 4 1/2"	Side (Existing): OVER BY 5"	Rear (Existing): OVER BY 4'-3"
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Front (Proposed): 5' - 3 1/2"	Side (Proposed): 5' - 0"	Side (Proposed): 14' - 4"	Rear (Proposed): 3' - 0"
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Building Height (Existing) ~25'

Building Height (Proposed): 29' - 9 5/8"

OFF STREET PARKING

Parking Spaces Provided: ACCESS FROM ALLEY - SIX SPACES

Curb Cut: 0 Sq. Ft. %

WATER SYSTEM Municipal Service KETCHUM Ketchum Spring Water

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



Signature of Owner/Representative

9.13.2023

Date

Attachment B: Project Plans

Relocation of Historic Residence at 180 Leadville for proposed Leadville Nest project

The project proposes to relocate the existing structure at 180 Leadville. The existing home will be moved to a lot in Hailey and gifted to ARCH. Although the structure is not proposed to technically be demolished, it is categorized as such since it is being removed from its original site.

• Is the structure of historic or architectural value or significance and does it contribute to the historic significance of the property within the community core?

The applicant would classify the property as a craftsman style home based on the double hung windows, gable roof, exposed knee braces, hipped porch, and era (built in 1929¹). It is cited as reflective of the 1920's settlement period¹. It is charming home, and has a nice aesthetic and proportions. However, craftsman style is not a particularly unique architectural style.

The historic owners of the home are certainly important early pioneers of the area. However, the home does not appear to be contributing to any particularly significant historic events or milestones related to the property owners, other than it was their residence.

Based on the answers above, the applicant does not think moving the home would greatly impact the historic significance of the Community Core.

• Would the loss, alteration of, or addition to, the structure adversely affects the historic integrity of the structure, impact the significance of the structure within the community core, impact the architectural or aesthetic relationship to adjacent properties, or conflict with the Comprehensive Plan?

The proposed project on the site is a five unit development comprised of one larger unit, and four 'workforce' housing units that are being either deed restricted or gifted to local non-profits. Thus, the new project aligns closely with the comprehensive plan of providing Ketchum with additional quality housing within the downtown core, at varied economic demographics.

The current configuration of a single home taking two valuable downtown lots contributes to the housing barrier, and the lack of housing units in downtown Ketchum.

• Does the structure retain the requisite integrity to convey its historic and/or architectural significance?

Moving the home would minimally affect the historic significance as the home has no particularly historically significant orientation, relationship, or feature related to the lots on which it resides other than they are the original downtown location.

The architecture itself is not proposed to be modified when it is moved.

- **Does the proposed demolition or alteration adversely affect the historical significance or architectural distinction of the structure or the community core?**

The relocation removes the home from its original site, but does not destroy the authenticity of its historic ownership.

The architecture itself is not proposed to be modified when it is moved.

In conclusion, the applicant believes this home can be moved off site and not affect the historic integrity of downtown Ketchum. The proposed project is a scale and design that will be complimentary to downtown and will help achieve the housing goals of the comprehensive plan.

¹Per 2005 Ketchum Reconnaissance Survey



Photo A: Front Porch, Northwest side



Photo B: South side of building



Photo C: Back Porch, Northeast side



Photo D: North Façade



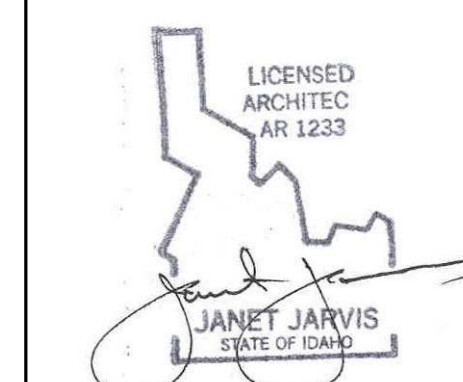
Photo E: Detached Garage

LEADVILLE NEST



LEADVILLE NEST
LOT 3 & LOT 4 NORTH LEADVILLE AVE.
 KETCHUM IDAHO

ARCHITECT



ENGINEER

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DRAWN

DATE DESIGN REVIEW-06.23.23

FILE

REVISIONS

NO.	DATE	DESCRIPTION
1	08.17.2023	DESIGN REVIEW UPDATE

PRINT DATE: Thursday, August 17, 2023

PROJECT TEAM

ARCHITECT:

THE JARVIS GROUP ARCHITECTS, AIA, PLLC
511 SUN VALLEY ROAD, SUITE 202
P.O. BOX 626
PHONE: 208.726.4031

SURVEYOR/CIVIL:

GALENA-BENCHMARK
P.O. BOX 733
100 BELL DRIVE
KETCHUM ID 83340
208-726-9512

LANDSCAPE ARCHITECT:

TERRY T. KING, LANDSCAPE ARCHITECTURE
6122 S. MOONFIRE WAY
BOISE, ID 83709
PHONE: 208.869.3820

LIGHTING CONSULTANT:

HELIUS LIGHTING GROUP
814 E. BAMBERGER DRIVE- SUITE C
(MAILING 125 E. MAIN #403)
AMERICAN FORK, UT 84003
PHONE: 801-463-1111

PROJECT TABULATION

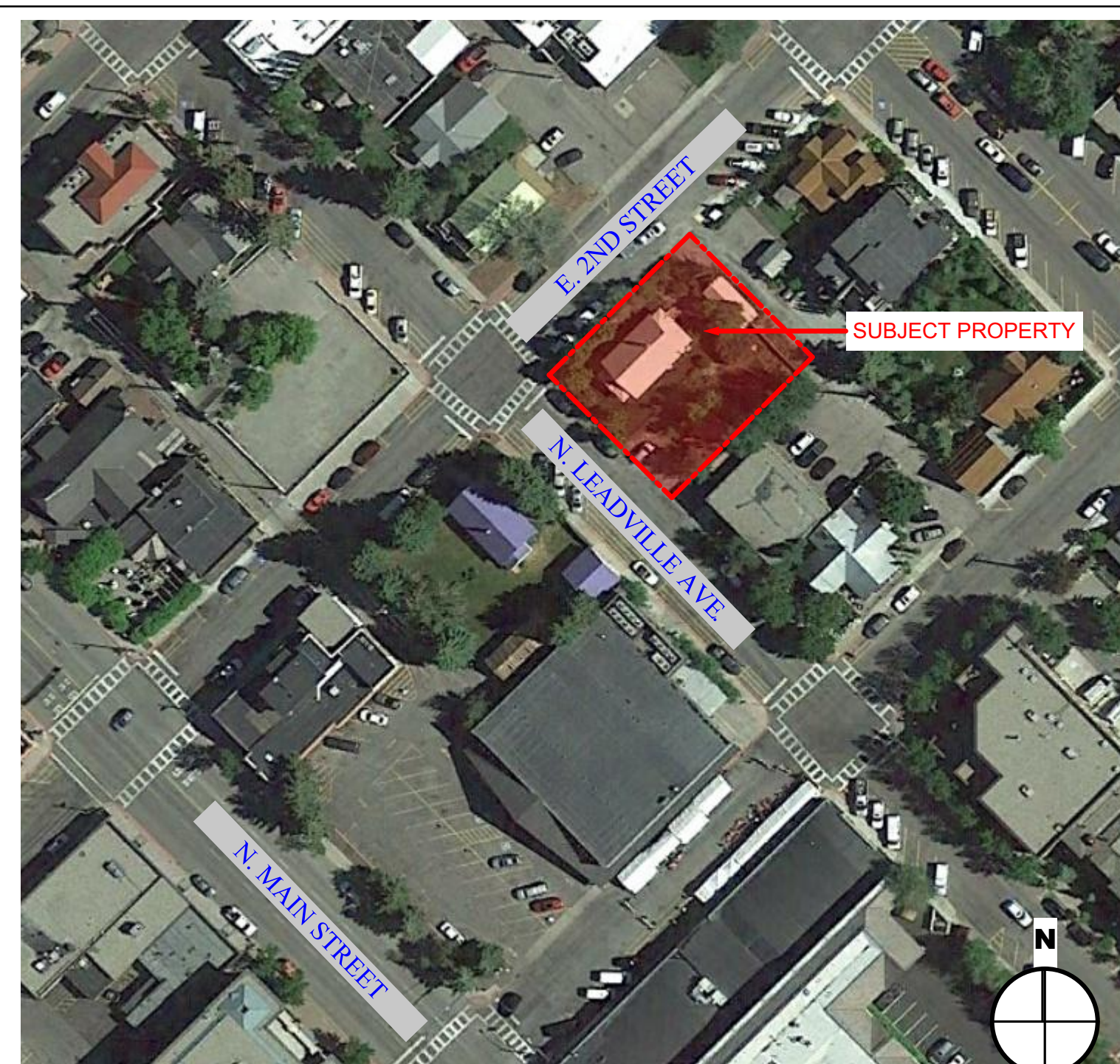
PROJECT TABULATIONS

FIRST FLOOR AREA (GROSS):	6,544 SF
SECOND FLOOR AREA (GROSS):	4,262 SF
TOTAL GROSS FLOOR AREA:	10,806 SF
BASEMENT/MECHANICAL AREA:	512 SF

FLOOR AREA CALCULATIONS

SITE AREA:	11,007 SF
TOTAL GROSS FLOOR AREA:	10,806 SF
FLOOR AREA RATIO:	0.98
FLOOR AREA - BELOW 1.0 F.A.R.	201 SF

VICINITY MAP



GENERAL NOTES

- THIS PROJECT SHALL COMPLY WITH THE 2018 INTERNATIONAL BUILDING CODE.
- CONTRACTOR SHALL COORDINATE ALL REQUIRED INSPECTIONS BY KETCHUM BUILDING AND FIRE DEPARTMENTS, STATE ELECTRICAL INSPECTOR OR OTHER GOVERNING AUTHORITIES, AS NECESSARY.
- CONTRACTOR SHALL OBTAIN AND PAY FOR ALL TEMPORARY UTILITIES, INCLUDING ELECTRICITY NECESSARY FOR CONSTRUCTION.
- ALL CONSTRUCTION DEBRIS IS TO BE STOCKPILED NEATLY ON SITE UNTIL DISPOSAL, WHICH SHALL BE DONE AT THE COUNTY LANDFILL OR RECYCLING FACILITY ONLY.
- EXCEPT AT INTERIOR ELEVATIONS, AND UNLESS OTHERWISE NOTED, ALL DIMENSIONS ARE GIVEN TO FACE OF ROUGH FRAMING, CENTERLINE OF COLUMNS, OR FACE OF CONCRETE AND C.M.U. WALL. GIVEN DIMENSIONS TAKE PRECEDENCE OVER SCALE. CONTRACTOR SHALL TAKE EXTRA CAUTION TO COORDINATE DIMENSIONS OF STRUCTURAL DRAWINGS WITH ARCHITECTURAL DRAWINGS PRIOR TO CONSTRUCTION. VERIFY ANY DISCREPANCIES WITH ARCHITECT.
- CONTRACTOR SHALL PROVIDE STORAGE FOR ALL BUILDING MATERIALS IN ACCORDANCE WITH MANUFACTURERS' RECOMMENDATIONS.
- ALL SUBSTITUTIONS ARE TO BE APPROVED BY ARCHITECT. ALONG WITH WRITTEN REQUESTS, CONTRACTOR SHALL PROVIDE ALL INFORMATION REGARDING THE SUBSTITUTION IN QUESTION, INCLUDING AVAILABILITY AND REASON FOR SUBSTITUTION.
- SOLID WOOD BLOCKING, INSULATION OR OTHER FIRE STOP MATERIAL IS TO BE PROVIDED BETWEEN STORIES, BETWEEN TOP STORY AND ROOF SPACE, BETWEEN STAIR STRINGERS AT TOP AND BOTTOM, BETWEEN STUDS ALONG STAIR RUNS AND AT ALL OTHER PLACES THAT COULD AFFORD THE PASSAGE OF FLAME. FIRE STOPS BETWEEN CHIMNEY AND WOOD FRAME SHALL BE NON-COMBUSTIBLE.
- CONTRACTOR SHALL PROVIDE SAMPLES OF ALL FINISHES AND STAIN COLORS FOR APPROVAL BY OWNER / ARCHITECT. THIS INCLUDES INTERIOR AND EXTERIOR STAINS, INTERIOR PAINT, SHEETROCK TEXTURES, CHEMICALLY APPLIED METAL PATINAS, ETC.
- CONTRACTOR SHALL PROVIDE RADON MITIGATION
- ALL UTILITIES SHALL BE UNDERGROUND.
- SMOKE DETECTORS MUST BE INTERCONNECTED WITH A POWER SOURCE FROM THE BUILDING WIRING, AND SHALL BE EQUIPPED WITH BATTERY BACKUP
- ALL EXTERIOR LIGHTING SHALL BE DARK SKY COMPLIANT
- THE BUILDING WILL BE EQUIPPED WITH AN AUTOMATIC SPRINKLER SYSTEM.

LEGAL DESCRIPTION

KETCHUM VILLAGE, BLOCK 22, LOT 3 & 4

SHEET INDEX

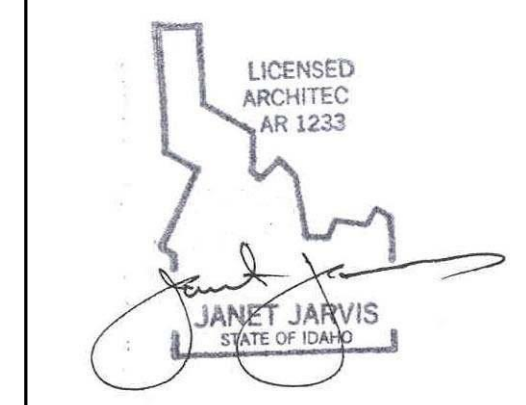
A0.0	COVER SHEET
A1.0	SITE SURVEY
A1.1	SITE/LANDSCAPE PLAN
A1.2	STAKING PLAN
A2.0	FIRST FLOOR PLAN
A2.1	SECOND FLOOR PLAN
A2.3	ROOF PLAN
A3.0	ELEVATIONS
A3.1	ELEVATIONS
A3.2	ELEVATIONS
A3.3	RENDERING
A3.4	MATERIAL PALETTE
E1.0	FIRST FLOOR LIGHTING PLAN
L-1.0	LANDSCAPE PLAN
C-1.0	GRADING AND DRAINAGE PLAN
C-1.1	DETAILS
C-2.0	UTILITY PLAN

COVERSHEET

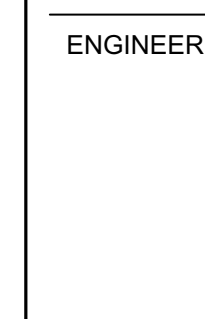
A0.0

LEADVILLE NEST
LOT 3 & LOT 4 NORTH LEADVILLE AVE.
IDAHO
KETCHUM

ARCHITECT



ENGINEER



THESE DRAWINGS AND DETAILS ARE PROTECTED UNDER FEDERAL COPYRIGHT LAWS AND ARE EXCLUSIVE PROPERTY OF THE ARCHITECT. ANY UNAUTHORIZED USE, INCLUDING REPRODUCTION WITHOUT THE EXPRESS WRITTEN PERMISSION OF THE ARCHITECT, IS PROHIBITED BY LAW. © 2014 THE JARVIS GROUP, PLLC

DATE DESIGN REVIEW: 06.23.23

FILE

REVISIONS

NO.	DATE	DESCRIPTION

PRINT DATE: Thursday, August 17, 2023

NOTES

SURVEY NARRATIVE:

- THE PURPOSE OF THIS MAP IS TO SHOW LIMITED SITE INFORMATION AS IT EXISTED ON THE DATE THE FIELD SURVEY WAS PERFORMED IN RELATION TO PLATTED LOT LINES. CHANGES MAY HAVE OCCURRED TO SITE CONDITIONS SINCE SURVEY DATE. LOT LINES ARE BASED ON FOUND MONUMENTS. ALL FOUND MONUMENTS WERE ACCEPTED AS EITHER ORIGINAL CORNERS OR REPLACEMENTS OF ORIGINAL CORNERS. SET MONUMENTS WERE ESTABLISHED USING PROPORTIONED DISTANCES AND BEARINGS ADJUSTED TO BLAINE COUNTY GIS.
- REFERENCED SURVEYS: PLAT OF VILLAGE OF KETCHUM, INST. NO. 302967; RECORD OF SURVEY OF KETCHUM TOWNSITE, BLOCK 22, LOT 2, INST. NO. 649869; PLAT OF KETCHUM TOWNSITE, BLOCK 22, LOTS 5B, 6A, 7A & 8A, INST. NO. 598272.
- BOUNDARY DIMENSIONS SHOWN HEREON ARE MEASURED, FOR RECORD DIMENSIONS. SEE REFERENCED SURVEYS.
- VERTICAL DATUM: ELEVATIONS BASED ON NAVD 88 (GEOID03) DATUM UTILIZING SMARTNET CORS STATION IDKM.
- UNDERGROUND UTILITIES WERE NOT LOCATED AND ARE NOT SHOWN HEREON.
- THIS MAP WAS PREPARED FOR THE EXPRESS USE OF THE CLIENT AND IS NOT TRANSFERABLE TO OTHERS WITHOUT WRITTEN CONSENT.
- TITLE POLICY BY STEWART TITLE GUARANTY COMPANY, FILE NO. 22455699, GUARANTEE NO. G-0000391478538, DATED JUNE 7, 2022. CERTAIN INFORMATION CONTAINED WITHIN SAID POLICY MAY NOT APPEAR ON THIS MAP OR MAY AFFECT ITEMS SHOWN ON THIS MAP.
- ELECTRONIC DATA: BENCHMARK ASSOCIATES ACCEPTS NO RESPONSIBILITY OR LIABILITY FOR THE REUSE, DISTRIBUTION OR ACCURACY OF DATA CONTAINED ON ELECTRONIC COPIES OF THIS DRAWING. THE STAMPED HARD COPY OF THIS DRAWING IS THE FINAL PRODUCT.
- THIS DRAWING IS VOID AFTER 2 YEARS AND NO FURTHER COPIES OR DIGITAL FILES WILL BE TRANSMITTED.

EASEMENTS, ENCUMBRANCES AND RESTRICTIONS:

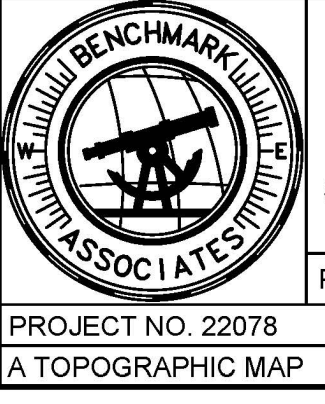
- BUILDING AREA, BUILDING ENVELOPE IF SHOWN, IS PER PLAT. SETBACK AND FOOTPRINT REQUIREMENTS PER CURRENT CITY/COUNTY ORDINANCES MAY VARY FROM PLAT. IT IS RECOMMENDED THAT SAID ORDINANCES BE REVIEWED PRIOR TO DESIGN.
- GENERAL RESTRICTIONS: EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS MAP, THIS SURVEY DOES NOT PURPORT TO REFLECT ANY OF THE FOLLOWING WHICH MAY APPLICABLE TO THE SUBJECT OF REAL ESTATE: EASEMENTS, OTHER THAN THOSE SHOWN OR LISTED HEREON; BUILDING SETBACK LINES, RESTRICTIVE COVENANTS, SUBDIVISION RESTRICTIONS, ZONING, WETLANDS, AVALANCHE OR ANY OTHER LAND-USE REGULATIONS OR HAZARDS.

SURVEY AND SITE FEATURES:

- BASIS OF BEARINGS IS IDAHO STATE PLANE COORDINATE SYSTEM, NAD83, CENTRAL ZONE AS DERIVED BY GPS OBSERVATIONS. ALL DISTANCES SHOWN ARE GROUND DISTANCES IN U.S. SURVEY FEET.
- BOUNDARY LINES AND CERTAIN EASEMENTS SHOWN HEREON ARE PER PLAT. REFER TO PLAT & CCAR'S FOR CONDITIONS AND/OR RESTRICTIONS REGARDING THIS PROPERTY.
- UTILITIES AND DRAIN PIPES IF SHOWN HEREON ARE PER SURFACE EVIDENCE ONLY. OTHER UNDERGROUND UTILITIES MAY EXIST. LOCATION OF UNDERGROUND UTILITIES AND SERVICES SHOULD BE CONFIRMED PRIOR TO EXCAVATION OR DESIGN.
- BUILDING WALLS IF SHOWN HEREON ARE OUTSIDE FACE OF BUILDING UNLESS OTHERWISE NOTED.
- SPRINKLER HEADS AND IRRIGATION LINES ARE NOT SHOWN HEREON.
- TREE LOCATIONS AND DRIP LINES IF SHOWN HEREON ARE APPROXIMATE.
- ORTHOPHOTOGRAPHY: PHOTO RECTIFIED AT GROUND LEVEL ONLY. IMAGES OF OBJECTS ABOVE GROUND LEVEL (TREES, BUILDINGS, POWER POLES, ETC.) MAY BE DISPLACED. DATE OF PHOTOGRAPHY: MAY 2017.
- 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.
- MAP SCALE: DUE TO ELECTRONIC MAP DELIVERY AND ALTERNATE PRINTING METHODS, PLEASE USE BAR SCALE TO DETERMINE ACTUAL PRINTED SCALE.
- FEATURES OBTAINED FROM VIEW BY DEBRIS, SNOW, VEGETATION OR VEHICLES AT THE TIME OF SURVEY, DO NOT APPEAR ON THIS MAP.

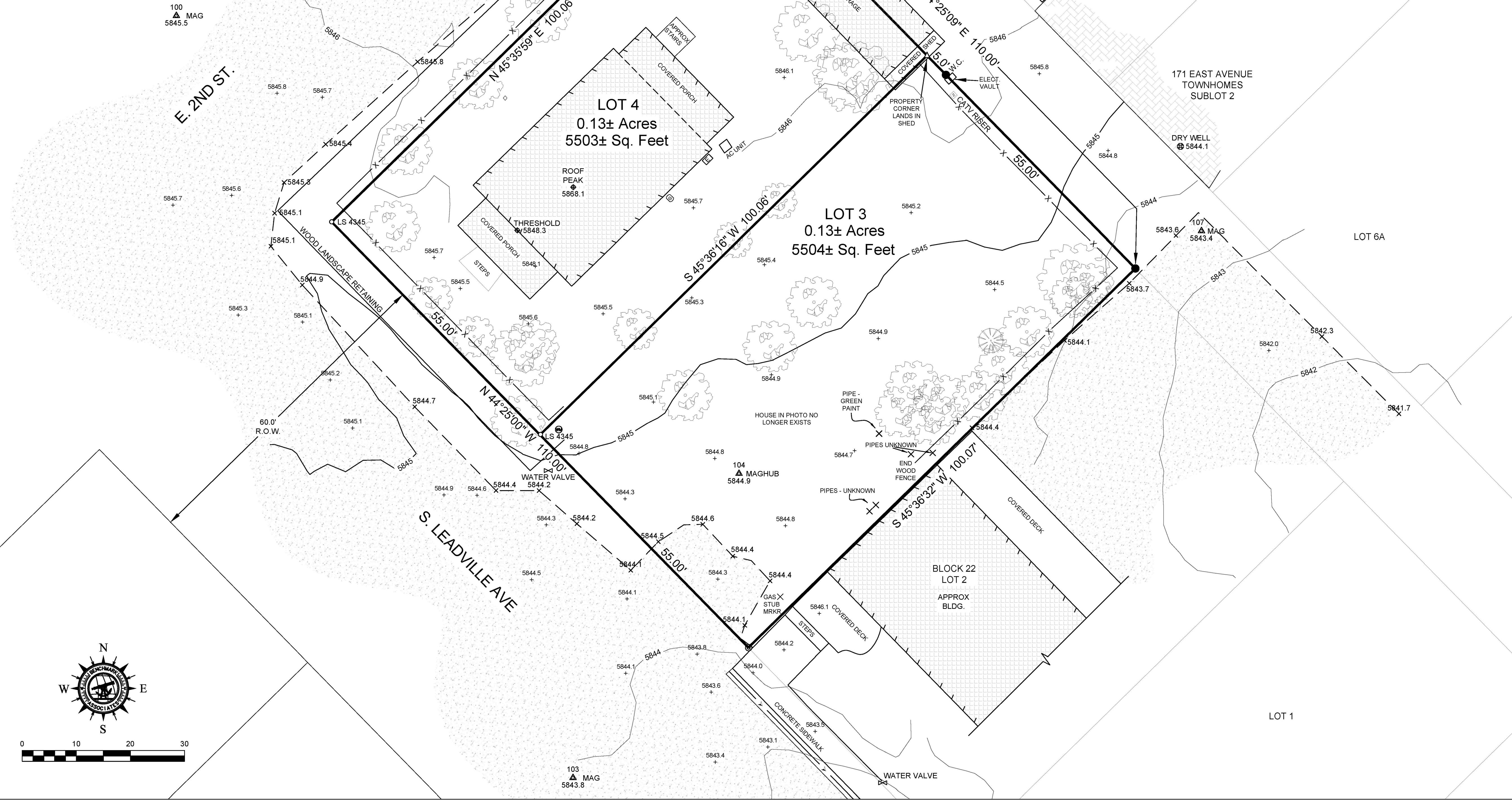
PREPARED BY:
BENCHMARK ASSOCIATES
P.O. BOX 733 - 100 BELL DRIVE, KETCHUM, IDAHO, 83340
PHONE: (208) 726-9612, FAX (208) 726-9514
WEB: <http://benchmark-associates.com/>
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**KETCHUM VILLAGE
BLOCK 22, LOTS 3 & 4**
LOCATED WITHIN
SECTION 18, TOWNSHIP 4 NORTH, RANGE 18 EAST, B.M.,
CITY OF KETCHUM, BLAINE COUNTY, IDAHO
PREPARED FOR: JARVIS GROUP
PROJECT NO. 22078 DWG BY: HDB CRD: 22078.CRD 22078_TOPO.DWG
A TOPOGRAPHIC MAP DATE OF SURVEY: 6/9/2022 SHEET: 1 OF 1



LEGEND

	PROPERTY LINE
	ADJOINING PROPERTY LINE
	EDGE PAVEMENT
	EXTERIOR BUILDING FOOTPRINT
	BUILDING ENVELOPE
	FENCE
	ASPHALT
	PAVERS
	RETAINING WALL
	FLOW LINE
	MEASURED BEARINGS AND DISTANCES
	FOUND MAGNETIC NAIL (PER INST. NO. 649869)
	FOUND 5/8" REBAR
	SET 5/8" REBAR
	CALCULATED POINT - NOTHING SET
	CONTROL POINT
	SEWER MANHOLE
	GAS METER
	ELECTRIC METER
	POWER TRANSFORMER
	CABLE TV RISER
	POWER BOX
	WATER VALVE
	DRY WELL
	WITNESS CORNER
	DECIDUOUS TREE
	CONIFER TREE



RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Brian Barsotti
Attorney at Law
P O Box 370
Ketchum, Idaho 83340

Instrument # 689821

HAILEY, BLAINE, IDAHO
12-14-2021 11:34:08 AM No. of Pages: 2
Recorded for : BRIAN BARSOTTI
STEPHEN MCDUGALL GRAHAM Fee: 15.00
Ex-Officio Recorder Deputy
Index to: GRANT DEED

(Space above this line for Recorder's use)

GRANT DEED

Robert W. Reniers, Jr. and Elizabeth Evans Reniers, as Trustees of the Reniers Family Living Trust dated April 10, 1997, as amended and restated, Grantors, for good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey to 180 Leadville LLC, an Idaho Limited Liability Company, Grantee, whose current address is PO Box 6559, Ketchum, Idaho 83340, the following described real property, to wit:

Lots 3 and 4, Block 22 of the VILLAGE OF KETCHUM, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 302967, records of Blaine County, Idaho

SUBJECT TO taxes and assessments for the 2021 and all subsequent years, together with any and all existing easements, rights-of-way, reservations, restrictions and encumbrances of record, to any existing tenancies, to all zoning laws and ordinances, and to any state of facts disclosed by a survey or inspection of the property.

This conveyance shall include any and all appurtenances, tenements, hereditaments, reversions, remainders, easements, rights-of-way and water rights in anywise appertaining to the property herein described.

IN WITNESS WHEREOF, the Grantors have hereunto subscribed their names to this instrument this 29th day of November, 2021.

DATED this 29th day of November, 2021.



Robert W. Reniers, Jr., Trustee of the Reniers Family
Living Trust dated April 10, 1997, as amended and restated



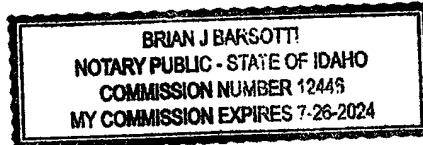
Elizabeth Evans Reniers, Trustee of the Reniers Family
Living Trust dated April 10, 1997, as amended and restated

STATE OF IDAHO)
) ss.:
County of Blaine)

On this 29th day of November, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert W. Reniers, Jr., Trustee of the Reniers Family Living Trust dated April 10, 1997, as amended and restated, known to me to be the person whose name is subscribed to the foregoing instrument, and he duly acknowledged to me that he executed the same.

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

Brian Barsotti
Notary Public for Idaho
Residing at Ketchum
Commission expires: 7/26/24



STATE OF IDAHO)
) ss.:
County of Blaine)

On this 29th day of November, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Elizabeth Evans Reniers, Trustee of the Reniers Family Living Trust dated April 10, 1997, as amended and restated, known to me to be the person whose name is subscribed to the foregoing instrument, and she duly acknowledged to me that she executed the same.

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

Brian Barsotti
Notary Public for Idaho
Residing at Ketchum
Commission expires: 7/26/24





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: June 7, 2022

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

Countersigned by:

Authorized Countersignature

TitleOne
Company Name


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

City, State





Frederick H. Eppinger
President and CEO



David Hisey
Secretary

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. 22455699
State: ID
County: Blaine

<u>Guarantee No.</u>	<u>Liability</u>	<u>Date of Guarantee</u>	<u>Fee</u>
G-0000381478838	\$1,000.00	June 7, 2022 at 7:30 a.m.	\$140.00

Name of Assured:
Benchmark Associates

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):

Lots 3 and 4, Block 22 of the VILLAGE OF KETCHUM, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 302967, records of Blaine County, Idaho.

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

Deed Type: Grant Deed
Grantors: Robert W. Reniers, Jr. and Elizabeth Evans Reniers, as Trustees of the Reniers Family Living Trust dated April 10, 1997, as amended and restated
Grantees: 180 Leadville LLC, an Idaho limited liability company
Recorded Date: December 14, 2021
Instrument: 689821
[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:

140 N Leadville Ave, Ketchum, ID 83340

180 N Leadville Ave, Ketchum, ID 83340

2. Taxes for the year 2021 are paid in full.
Parcel Number: [RPK00000220030](#)
Original Amount: \$5,438.86

3. Taxes for the year 2021 are paid in full.

Parcel Number: [RPK00000220040](#)

Original Amount: \$5,727.36

4. Taxes, including any assessments collected therewith, for the year 2022 which are a lien not yet due and payable.

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

6. Easements, reservations, restrictions, and dedications as shown on the official plat of [Ketchum Townsite](#).

7. Unpatented mining claims; reservations or exceptions in patents, or any act authorizing the issuance thereof; water rights, claims or title to water.

8. 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.

Sun Valley Title

By:

A handwritten signature in black ink, appearing to be 'NB' or similar initials, written in a cursive style.

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-0000381478838

Name of Assured: Benchmark Associates

Date of Guarantee: June 7, 2022

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:

180 Leadville LLC, an Idaho limited liability company

Sun Valley Title
By:



Nick Busdon, Authorized Signatory

SCHEDULE B

Exceptions:

NONE

Attachment C: Historic Information

3e. Knob Hill

The Knob Hill neighborhood consists of a mixture of older and newer homes that were built above the Ketchum core business district after Sun Valley resort was established. Some of the homes in the neighborhood date to the 1930's, however a majority were built from the 1940's to the 1960's. Prior to its development as a residential neighborhood, Knob Hill was the site of a late nineteenth century brick kiln, which furnished building materials for some of the commercial buildings including banks and mercantile stores on Main Street.

In terms of the later time period, several homes from the 1950's era were designed by the renowned Idaho architect and inventor, Arthur Troutner, who co-founded the Trus-Joist Corporation. Troutner, whose pioneering work in the wood technology field, often designed homes in the Boise, Ketchum, and Stanley area to reflect and meld into the surrounding landscape. Using a profound combination of steel, wood, and Oakley stone quarried from property he co-owned with his brother, Troutner's style often made use of the elements of water, wood and stone fashioned into circular, rectangular, or triangular patterns. Much of Troutner's work reflects the style of his mentor Frank Lloyd Wright and relate to the natural world surrounding home sites.

3f. West Ketchum

West Ketchum, which was originally part of the McCoy homestead during 1880's, was initially settled by families who tried to raise stock animals and sustenance gardens. When homesteaders moved out because of lack of sunlight, the area later became a summer home area. Much of West Ketchum that developed during the early 1930's to 1940's was owned by Ned Foster and referred to as "Fosterville." Soon after the advent of Sun Valley Resort by Averill Harriman, summer homes and tourists cabins such as the Wood River Motel were built in places such as the Pines, which is now a Planned Unit Development. Although most of the cabins and houses from that era have been torn down or remodeled beyond recognition, a hand full remain that retain some qualities and historic landscape features from the era of summer home development.

3g. Warm Springs

The area surrounding the present day Warm Springs Ranch was originally settled by a man named Horatio Stewart, who was a manager of the Philadelphia Smelter. Stewart claimed land in the west portion of the present day Warm Springs Ranch in 1881 and by 1887 had proved upon the land. To the east of Stewarts Ranch was known as Smelter Ranch that later became part of the Warm Springs Subdivision during the 1940's. In 1898, Stewart leased his property near Warm Springs to August Farnlun who the following year bought the property from Stewart. In the 1900's David Alonzo Price

became the resident agent for the smelter and Idaho Mining and Smelting Company and purchased the Smelter Ranch. Both the Farnlun and Price properties were used to feed and graze stock. The Farnluns also raised some crops including potatoes. When the Farnluns deeded over portions of the ranch to the State of Idaho for a game preserve in 1925, they moved to some of their ranching operations over to land what is now known as the Weyakin Subdivision and portions of the Reinheimer Ranch south of Ketchum.

In 1947, the Farnlun and Price families sold the property to some outside investor who had three other partners including one from Ketchum; Owen Simpson who owned and operated the Sawtooth Club. It is reported that Simpson actually won the property in a poker game and the land located between the river and both sides of Warm Springs Creek was part of his winnings. It was at this location that Simpson developed the Warm Springs Ranch which became a tourist destination and resort during the early 1950's with a small rodeo ground, horse back riding facility, trout fishing pond, and later a small golf course and tennis courts.

3h. Adams Gulch

The history of Adams Gulch is closely tied to Native American seasonal occupation followed by permanent Euro American settlement. Mine prospecting, logging, and sawmill operations occurred in Adams Gulch from the 1880's to the 1930's. Abijah Adams was the first owner and builder of a sawmill at the confluence of Adams and Eve's gulches, for it was named. Equipment for the sawmill was brought from Kelton, Utah via freight wagons driven by oxen in the 1880's. The mill site contained several houses, a boarding house, and a bunkhouse for about ten to fifteen timber men, five of which lived year round. Abijah Adams was succeeded by Hobert C. Beamer who ran the mill for several years.

Logging was done out Adams Gulch, mostly from a large burn that extended into Warm Springs Creek. Some of the crew logged with horses and sleds in the winter and with wagons in the summer. In those days there was no bridge across the Wood River at the mouth of Adams Gulch, except for a plank bridge erected in the summer. Access to the canyon was from Warm Springs Creek or from the Griffith Bridge to the north (at the site of the present Hulen Meadows Bridge).

One of the experienced sawyers who worked for both Adams and Beamer was Thornton Wesley Flowers who had migrated from West Virginia with his parents and siblings to Bellevue in 1882. They homesteaded on Poverty Flats and had three sons: Arthur, George, and Eugene, and two daughters: Bessie and Mary. In 1908 Thornton Flowers bought the sawmill from Beamer, and he moved it from the first location to a site at the mouth of Adams Gulch in 1909. There he took out a dry land homestead and built a home for his family and they settled there permanently. In 1909 the sawmill

The Andy Sable property, which is located on Leadville Avenue and known as the Alonzo Price/Esther Fairman home (CC 15/13-16113), is a 1.5 story private residence with a detached single car garage/apartment that was built in 1929 (Figure 12). The exterior walls of both buildings are clad in clapboard siding and the front-gable roof is covered with metal sheeting and has overhanging rafters and eaves. Architectural elements such as windows and doors are historically correct, and intact landscaping features reflect the 1920's settlement period. As such, the property has been determined eligible to the NRHP under both Criteria A and C. The site has also been determined eligible to the NRHP under Criterion B for its association with the Price family who came to Ketchum in 1885 and were one of the first homesteaders. Alonzo Price was the son of William Price who was the manager of the Philadelphia Smelter in 1882. The house remained in the Price family until recently when Esther Price Fairman passed away.



Figure 12. The historic Alonzo Price and Esther Fairman House on Leadville Avenue was built in 1929. Digital Image CC 15 #b 19, view northeast.

From: [Participate](#)
To: [Heather Nicolai](#)
Cc: [Adam Crutcher](#)
Subject: FW: PUBLIC COMMENT for Historical Preservation Commission 10/17 meeting; please copy City Council and P&Z
Date: Monday, October 16, 2023 3:28:15 PM

Public comment.

LISA ENOURATO | CITY OF KETCHUM
Public Affairs & Administrative Services Manager
P.O. Box 2315 | 191 Fifth St. W. | Ketchum, ID 83340
o: 208.726.7803 | f: 208.726.7812
lenourato@ketchumidaho.org | www.ketchumidaho.org

-----Original Message-----

From: HP Boyle <boylehp@yahoo.com>
Sent: Monday, October 16, 2023 1:47 PM
To: Participate <participate@ketchumidaho.org>
Subject: PUBLIC COMMENT for Historical Preservation Commission 10/17 meeting; please copy City Council and P&Z

Commissioners:

The purpose of the HPC is to preserve Ketchum's history: IN KETCHUM.

When you permit the demolition or removal of a structure that the HPC has identified as historic, Ketchum loses that structure forever.

A removal is potentially just a way to get around the HPC. Once the building is out of Ketchum, what prevents its destruction?

The staff recommendation to permit the relocation of the Renier property makes a mockery of the purpose of the HPC.

If you don't stand up for Ketchum history in this clear-cut situation, then what is the point of the HPC?

If you vote to permit this, you might as well vote to kill the HPC and save us taxpayers the money of supporting it with staff time.

Thank you,

Perry Boyle
Ketchum