



\*\*SPECIAL MEETING\*\*HISTORIC PRESERVATION COMMISSION Tuesday, January 06, 2026, 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/82072936676
 Webinar ID: 820 7293 6676

- Address the Council in person at City Hall.
  - Submit your comments in writing at <a href="mailto:participate@ketchumidaho.org">participate@ketchumidaho.org</a> (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. Approval of the December 02, 2025 Minutes.

#### **PUBLIC HEARING:**

2. Application #: 25-049 Historic Alteration application by Pioneer Saloon, Inc. located at 320 North Main Street to make minor changes to the facade of The Pioneer Saloon.

### **NEW BUSINESS:**

- <u>3.</u> Recommendation to approve Resolution 25-030 setting the 2026 meeting dates for the Historic Preservation Commission.
- 4. Election of a Chairperson and Vice Chairperson of the Historic Preservation Commission.
- 5. Updates from Staff and Commission.

# **ADJOURNMENT:**



# CITY OF KETCHUM

#### MEETING MINUTES OF THE

#### HISTORIC PRESERVATION COMMISSION

Tuesday December 2, 2025

### **CALL TO ORDER:**

Clyde Holt called to order at 4:29 PM (00:00:06 in video)

#### **Roll Call:**

Melissa Rivelo (via video) Clyde Holt Jakub Galczynski Wendolyn Holland

### **Also Present:**

Allison Kennedy – Senior Planner

Daniel Hansen – Community Engagement Director

Lisa Enourato – Public Works Consultant (via video)

Jason Fox – Architectural Historian, State Historic Preservation Office (via video)

# CONSENT AGENDA: (00:00:42 in video)

- 1. Approval of the October 06, 2025 Minutes.
- 2. Cure Reading of the November 06, 2025 Minutes.

# Motion to approve the consent agenda.

MOVER: Wendolyn Holland SECONDER: Jakub Galczynski

AYES: Clyde Holt, Melissa Rivelo, Wendolyn Holland, & Jakub Galczynski

NAYS: None

**RESULT: UNANIMOUSLY ADOPTED** 

### New Business: (00:03:31 in video)

- 3. Certified Local Government (CLG) Grant
  - a. Presentation from Allison Kennedy, Senior Planner. (00:03:42 in video)
  - b. Presentation from Jason Fox, Architectural Historian, Historic Preservation Office. (00:08:06 in video)
  - c. Commissioners Questions and Deliberation. (00:16:14 in video)
- 4. City of Ketchum Workplan Art and History (01:02:01 in video)
  - a. Presentation from Daniel Hansen, Community Engagement Director. (01:02:10 in video)
  - b. Commissioners Questions and Deliberation. (01:23:00 in video)

- c. Presentation from Lisa Enourato, Public Works Consultant. (01:46:38 in video)
- d. Public Comment Jennifer Montgomery. (01:56:00 in video)
- 5. Chair Discussion of Work Plan
  - a. Continuation to the next meeting. (02:02:28 in video)
- 6. January 6, 2026, Quorum Check Pioneer (Minor) Alteration Application
  - a. Commissioner Discussion. (02:04:36 in video)
- 7. Additional Comments from Commissioner Holland. (02:05:01 in video)
  - a. Historic Preservation Commissioners
  - b. Loggia Consultant Draft

ADJOURNMENT: (02:08:18 in video)

Motion to adjourn the meeting at 6:38 PM.

**MOVER:** Wendolyn Holland **SECONDER:** Jakub Galczynski

AYES: Clyde Holt, Melissa Rivelo, Wendolyn Holland, & Jakub Galczynski

NAYS: None

**RESULT: UNANIMOUSLY ADOPTED** 

\_\_\_\_\_

Clyde Holt,

Historic Preservation Commission Chairperson

\_\_\_\_\_

Morgan Landers,

Director Planning and Building, City of Ketchum



STAFF REPORT
HISTORIC PRESERVATION COMMISSION
SPECIAL MEETING OF JANUARY 6, 2025

**PROJECT:** Pioneer Saloon Façade Historic Structure Alteration

FILE NUMBER: P25-049

**APPLICATION:** Historic Structure Alteration

**PROPERTY OWNER:** Pioneer Saloon, Inc.

**ARCHITECT:** Thomas Howland, Howland Architecture Studio, Inc.

**LOCATION:** 320 North Main Street

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

**OVERLAY:** None; Listed on City of Ketchum Historic Building/Site List

**REVIEWER:** Allison Kennedy, Senior Planner

**NOTICE:** Published in the Idaho Mountain Express on December 17, 2025; Sent to

adjoining 300' property owners on December 17, 2025; Posted on Site on December 30, 2025; and Posted on the City of Ketchum of Website on

December 17, 2025

#### **ATTACHMENTS:**

Attachment I. Application to Alter a Historic Structure 10.29.25

Attachment II. Photographs and Narrative

Attachment III. Drawing Package

Attachment IV: Title

#### **EXECUTIVE SUMMARY**

An application for an Administrative Design review and a Historic Structure Alteration was received on October 29, 2025, and deemed complete on November 12, 2025.

The applicant is proposing to remove the existing faux barn wood siding on the top of the sign and replacing this with reclaimed barnwood. In addition, the applicant requests to remove the north and south paneling from a 2002 renovation that frames either side of the structure and replaces it with the same reclaimed barnwood. To make a more uniform color, the applicant is proposing to stain the existing faux barn material around the windows to match the new reclaimed barnwood on the top of the sign and on the sides. The stucco "Pioneer Saloon" sign will remain as existing, and the exterior lighting will become dark sky compliant.

Attachment III includes the full drawing package with existing conditions and all proposed changes including changes in materials and other details. Figure 1 below shows the existing street view and proposed changes.



Figure 1 Attachment III: Application Drawing Package p.2

#### **BACKGROUND:**

The application materials include a narrative describing the history of the Pioneer Saloon (Attachment II). As an overview, the building was originally built in 1945 and underwent a variety of façade changes from donning a stripped awning and mural to painted entirely green. The variations of colors and materials are shown in Attachment II which includes historic photos of the Pioneer Saloon over the years. The wooden exterior we see today was a result of the last 2002 façade renovation. Prior to this 2002 renovation the front of the structure was stucco in the same iteration since 1972.

The Pioneer Saloon has been long regarded as significant to Ketchum's history and character. The Pioneer Saloon was surveyed during the 2005 Ketchum Reconnaissance Survey. Although the building was deemed ineligible for listing on the National Register of Historic Places, it was recommended as a Ketchum Heritage Site in 2006 by the Historic Preservation Commission. No formal designations of the property occurred following the 2006 recommendation.

In 2021, the City of Ketchum reconstituted the Historic Preservation Commission and created criteria for the identification and listing of historic properties within the city. The city, through an extensive evaluation and ranking process, formally listed 26 properties in the city's downtown, including The Pioneer Saloon.

## **ANALYSIS**

Per Ketchum Municipal Code (KMC) 17.20.30 - *Demolition or alteration request process*, an applicant seeking to make alterations to a structure on the historic building/site list must file an application with the city and follow the same review process as design review applications. The Historic Preservation Commission, per the KMC, shall review the alteration request for compliance with each of the four criteria below. Staff have reviewed the application for conformance with the four criteria and provided an analysis of the application against the criteria below.

Criteria 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.

➤ Staff Analysis: The Pioneer Saloon is on the City's Historic Structure List created in 2021. Properties were listed due to a high combined ranking on the following criteria: historic building (50 years or older), integrity of structure, architectural criteria, social criteria, and geographic and natural features. The Pioneer Saloon is an example of a historic structure that scored lower on architectural integrity however ranked extremely high on historic social importance. The establishment has been a casino,

American Legion Hall, dry good store, saloon with pool tables, and a poplar main street restaurant and bar since 1972. The Pioneer Saloon complies with Criteria 1 having historic value and significance to the commercial core as an integral component of the city of Ketchum's social fabric on Main Street.

In addition to the historic social significance, the Pioneer Saloon has kept the size, scale, height, and



Figure 2 1970's Pioneer Saloon Façade (ketchumbnr.com/pioneer-saloon)

streetscape along Main Street.

interplay with Mainstreet's streetscape relatively similar throughout the decades. See the photograph below as an example of the same height and similar scale in the 1970's as we see today. This architectural scale of the structure is significant in keeping the historic building profile of Main Street's commercial buildings alive for residents today.

The proposed alteration requests modest changes to the façade, but does not change the reasons why the building was listed in 2021. The establishment still operates as a bar and restaurant and the façade changes do not change the size, scale, height, or interplay with the

Criteria 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.

> Staff Analysis: The staff does not find any adverse impact to the significance of the structure, interplay with adjacent properties, or the Comprehensive Plan by the proposed alteration application.

The application stated that the last renovation of the façade was done in 2002. This renovation is what is in existence today. The height, stucco, windows, and entrance are proposed to remain unchanged. The barnwood is proposed to become a more uniform color and material framing the building façade. (See Attachments II & III). As discussed in Criteria 1 the historic significance of this structure is primarily social as well as the preservation of the historic streetscape's building profile. The requested renovation to the façade is not proposing to alter the height or massing of the commercial building and would keep intact the small stucco portion that is a nod to the older 1970's signage. In addition, the shape of the building would remain relatively narrow in width, flat and square as the structure has been consistent in design since the 1940's.

Staff does not identify a conflict with the 2025 Comprehensive Plan by this application request. The alteration request further supports the city's historic preservation goals by investing and maintaining the property in a way that allows the Pioneer Saloon to continue its legacy within the community. The Pioneer Saloon is an example of Goal BNE-4: *Increase awareness of and appreciation for Ketchum's History*. In particular, Policy 4.3 *Heritage Tourism* and Policy 4.4 *Legacy Businesses*.

Heritage Tourism: The modification of the façade supports this policy statement 4.3, in particular ...showcases Ketchum's history and culture while also contributing to the economic vitality of the community and region. The façade improvements include retention of the iconic "Pioneer Saloon" signage which is the most well-known and recognizable element of the façade historically throughout the community and the region. As residents and visitors drive Main Street, the signage is what draws people's attention to the building.

In addition, the alteration does not propose any changes to the interior of the building. The Pioneer Saloon showcases history within the interior of the commercial space with several local historical artifacts to celebrate the cities culture and history.

Legacy Businesses: Recognize and help promote the significance of businesses that have continuously operated in Ketchum for an extended period of time and contributed to the community history and/or identity of a particular neighborhood. The change to the barnwood framing of the facade does not change the identity of this portion of Main Street as the height and colors are similar to what is seen today. In addition, the upkeep and maintenance of materials will help this building maintain its structural integrity and support the operation of the business for years to come.

# Criteria 3. Does the structure retain the requisite integrity to convey its historic and/or architectural significance.

> Staff Analysis: The application is requesting a minor modification to the façade as it was renovated in 2002 and listed in 2021. Size , scale, and materials are similar which in staffs' analysis is in keeping with the structures historic significance as it relates to the pedestrian and vehicular scale of Main Street. The upkeep and maintenance of materials will help to retain the integrity of the structure. The architectural significance of the building is retained, specifically the 25' width streetscape frontage, no increase to height, the 1970 font will remain within the signage, and the shape of the windows and framing will remain intact.

# Criteria 4. Does the proposed demolition or alteration adversely affect the historic significance or architectural distinction of the structure or the community core.

➤ Staff Analysis: The proposed alteration does not change the architectural distinction of the structure as it relates to the community core or the historic significance primarily due to the unchanged height, similar materials and color to the last existing renovation of the façade which occurred 24 years ago. The social historic significance and architectural use of barnwood keeps with the existing theme of the restaurant. In addition, the adjacent store fronts both utilize a dark to mid-level toned reclaimed style wood in their facades. (See photograph within report below taken 12.31.2025) Staff believe there to be no adverse impact as proposed to the site's integral historic significance to local social culture, scale and sitting. In addition, the application will have no adverse impacts to the architectural distinction of the structure or as it relates to the community core.



Figure 3 Photograph of Pioneer Saloon and adjacent businesses. December 31, 2025.

#### **RECOMMENDATION**

After reviewing each standard with the requested application, the Commission has the following options:

- Approve
- Approve with conditions
- Deny the request
- Continue to a date certain or uncertain with a request for additional information

Staff Recommendation: "I move to approve the alteration application by Pioneer Saloon, Inc. for a minor façade alteration, subject to conditions, and direct staff to return with findings of fact."

### Conditions of Approval:

- 1. This Historic Alteration approval is based on the plans dated October 29, 2025 and the information presented and approved at the January 6, 2026 Historic Preservation Commission included as Attachments II and III.
- 2. The term of this approval shall be twelve (12) months from the date that the Findings of Fact, Conclusions of Law, and Decision are adopted by the Historic Preservation Commission or upon appeal, the date the approval is granted by the Council. Extensions may be granted per KMC 17.96.090.B.
- 3. Any modifications to the approved plans shall be submitted to the Planning & Zoning Department for review and approval prior to construction. Changes may be subject to review by the Historic Preservation Commission at the discretion of the Planning and Zoning Administrator.
- 4. A building permit shall be submitted and approved by the City of Ketchum Planning & Building Department prior to construction. The building permit plans must conform to the approved Design Review plans unless otherwise approved in writing by the Historic Preservation Commission or Administrator.



# City of Ketchum Planning & Building

File N	lumber: P25-049
Date	Received: 10/29/25
By:	GB
Revie	ew Fee Paid: \$2300
Appr	oved Date:
Deni	ed Date:
Ву:	
A DDI	Voc D No D

OFFICIAL USE ONLY

# **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.

Submit completed application and documentation to <a href="mailto:planningandbuilding@ketchumidaho.org">planningandbuilding@ketchumidaho.org</a> 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: <a href="mailto:www.ketchumidaho.org">www.ketchumidaho.org</a> and click on Municipal Code. You will be contacted and invoiced once your application package is complete.

APPLICANT INFORMATION			
Project Name: Pioneer Saloon Facade	Update	Phone: (208) 720	)-7662
Owner: Pioneer Saloon, Inc	-	Mailing Address	S:
Email: Duffwitmer@yahoo.com			PO Box 986, Ketchum, ID 83340
Architect/Representative: Howland Architecture	Studio, Inc	Phone: (208) 721	1-8246
Email: Thomas@howlandarchitecture.com		Mailing Address	s:
Architect License Number: AR-987250			307 E Spruce St, Hailey, ID 83333
Engineer of Record:		Phone:	
Email:		Mailing Address	s:
Engineer License Number:			
			four (4) dwelling units and development projects containing
more than four (4) dwelling units shall be prepared by a	ın Idaho licensed arch	itect or an Idaho lice	nsed engineer.
PROJECT INFORMATION	21.14		
Legal Land Description: Ketchum Lot S 25' of 2 E	3LK 4		
RPK (Parcel) Number: RPK0000004002A			
Street Address: 320 N Main St, Ketchum, ID 8334	10		
Lot Area (Square Feet): 2498.66 sf			
Zoning District: Community Core			
,	Avalanche	☐Mountain Ove	rlay
Type of Construction: □Addition	ZRemodel	□Demolition	
Anticipated Use:		Number of Resi	dential Units: N/A
Restaurant- No Change		Gross Square Fe	eet of Commercial Space: 2484 SF
TOTAL FLOOR AREA			
	Proposed		Existing
Basements		Sq. Ft.	Sq. Ft.
1 <sup>st</sup> Floor		Sq. Ft.	Sq. Ft.
2 <sup>nd</sup> Floor		Sq. Ft.	Sq. Ft.
3 <sup>rd</sup> Floor		Sq. Ft.	Sq. Ft.
Mezzanine		Sq. Ft.	Sq. Ft.
Total		Sq. Ft.	Sq. Ft.
INFORMATION ON PROPOSED REPLACEMEN	T PROJECT		
FLOOR AREA RATIO			
Community Core (Existing):	Tourist (Existing)	):	General Residential-High (Existing):
99%			
Community Core (Proposed):	Tourist (Propose	ed):	General Residential-High (Proposed):

<b>BUILDING COVERAGE/OPEN SP</b>	ACE (all other zone districts)		
Percent of Building Coverage (ex	xisting): 99%		
Descent of Building Coverage In	ranacadle		
Percent of Building Coverage (p	roposed): No Change		
SETBACKS AND BUILDING HEIG	нт		
Front (Existing): N/A	Side (Existing): N/A	Side (Existing): N/A	Rear (Existing): N/A
Front (Proposed): N/A	Side (Proposed): N/A	Side (Proposed): N/A	Rear (Proposed): N/A
Building Height (Existing) 20'	8"	,	1
Building Height (Proposed):	20' 8" No Change		
OFF STREET PARKING			
Parking Spaces Provided: N/A			
Curb Cut:	Sq. Ft.	%	
WATER SYSTEM			
☐ Municipal Service		☐ 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
	-	, including attorney fees on appeal and expen	
undersigned, certify that all informatio	n submitted with and upon this applic	cation form is true and accurate to the best of	my knowledge and belief.
$\sim 1 \text{M}$			
	Representative	8/26/2025	
Signature of Owner/Representative		Date	

#### **ALTERATION OR DEMOLITION REVIEW EVALUATION STANDARDS**

### Pursuant to Chapter 17.20 Historic Preservation in the City of Ketchum Municipal Code:

The HPC may approve, approve with conditions, or deny a Request for Demolition or Alteration application based on the following criteria:

- 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.
- 2. 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.
- 3. Does the structure retain the requisite integrity to convey its historic and/or architectural significance.
- 4. Does the proposed demolition or alteration adversely affect the historic significance or architectural distinction of the structure or the Community Core.

Appropriate alterations might include but are not limited to:

- 1. Changes to the building's interior that are not visible from a public street, alley, park, or other public place.
- 2. Changes to internal building systems that will not adversely affect the external appearance of the building.
- 3. The erection or removal of temporary improvements.
- 4. Adaptive reuse consistent with the Secretary of the Interior's Standards for Rehabilitation and Idaho Code Title 67-4618.

The HPC shall consider the unique circumstances of each proposed demolition or alteration. Approval of each individual Demolition or Alteration application is unique to that property and does not constitute a precedent for other properties.

# **ALTERATION OR DEMOLITION APPLICATION CERTIFICATION OF COMPLETENESS**

Project Name: Pioneer Saloon Facade Remodel	Reviewed by:
Date:	Time:

# REQUIRED DOCUMENTS TO BE SUBMITTED WITH APPLICATION

Application Form: Alteration or demolition application form including project name, location, applicant, owner, project representatives and contact information completed and signed.
☑ Warranty Deed demonstrating current property ownership.
☑ Title Report reflecting current property ownership and encumbrances. For all applications requesting a full demolition, a ful chain of title from original patent is required.
$\square$ Color photographs measuring at least four inches by six inches (4" x 6") of all elevations of the building at the time of permisubmittal. All photographs must be date-stamped.
☑ Historical photograph(s) (including dates), black and white or color, of the building or site, if feasible. Photos obtained from a historical collection (i.e., Community Library Regional History Department) should include works cited or source references.
☑ Overview of known history of the building based on best available information from historical archives, media archives, o ndividual accounts.
☑ Written narrative and supportive graphic imagery justifying how the demolition or alteration may or may not meet the criteria outlined below. Please be as thorough as possible in responding to each criterion.
<ul> <li>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?</li> <li>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?</li> <li>Does the structure retain the requisite integrity to convey its historic and/or architectural significance?</li> <li>Does the proposed demolition or alteration adversely affect the historical significance or architectural distinction of the structure or the community core?</li> </ul>
☑ One (1) PDF electronic set of the complete application containing all requirements as listed below, plans to alter the building or plans for the replacement project appropriately scaled, shall be submitted, and shall include the following:
☑ Vicinity map, to scale, showing the project location in relationship to neighboring buildings and the surrounding area Note: a vicinity map must show the location of adjacent buildings and structures.
N/A ☐ Site Improvements Survey
$\ensuremath{\square}$ Site plan. To scale, showing the existing building, proposed alterations or additions or the proposed replacement plan. List square footage of subject property including lot dimensions.
N/A   Landscape plan. Existing landscaping on the site shown and adjacent right-of-way as retained, relocated or removed proposed landscaping including species type, size and quantity.

N/A	☐ Floor plan. Show the floor plan for the existing building and the floor plan for any modification or addition to the structure. List gross and net square footage for each floor. List occupancy classification and type of construction.
	$\square$ Elevations. Detailed elevations of all sides of the building and proposed alterations and other exterior elements (colors, materials).
	☑ One (1) 11" x 17" materials and colors sample board showing all exterior materials used on the façade of the structure. A digital copy may be sufficient as approved by the Administrator.
	☑ Exterior lighting plan and exterior lighting form (below), pursuant to chapter 17.132, showing location, height, type, and lumen output; spec sheets for fixtures; illuminance levels/photometrics for exterior lighting.
N/A	☐ Drainage plan (grading, catch basins, piping, and dry-wells) — if applicable.
N/A	☐ Utilities plan (location and size of water and sewer mains and services, gas, electric, TV and phone) – if applicable.
N/A	☐ Master Signage Plan – Pursuant to KMC Section 17.127.030.B, a master signage plan including directional, tenant, advisory, or technical information signage shall be provided for alterations to hotels, commercial, industrial, multifamily residential and mixed-use projects that demonstrates location, size, type, and materials of all signs proposed.

# City of Ketchum Building Permit: Exterior Lighting Submittal Requirements

(For Commercial and Residential)

Address:

17.132.010 C.1: All existing lighting located on a subject property that is part of an application for a city planning department desi	ign
review, conditional use, subdivision permit, or building permit is required to be brought into conformance with this chapter.	

Conformity shall occur prior to issuance of a certificate of occupancy, final inspection or final plat recordation, when applicable. For other permits, the applicant shall have a maximum of thirty (30) days from date of permit issuance to bring the lighting into conformance.

In addition to completing the tables below, you will need to submit manufacturers' product specification sheets for all proposed outdoor lighting. All applications for design review, conditional use, subdivision and/or building permits shall include lighting plans showing location, type, height, color temperature, lumen output and amount of all proposed and existing fixtures. Complex uses may require additional information.

Proposed Lighting:				
Fixture Model or Description	No. of Fixtures	Shielded (Y/N)	Full cutoff fixture (Y/N)	Light Color (Kelvin)
Ex: SPJ-GDG-30W-SQ-SH	· 3	. У	у	2700
Frieding Friedrick Lighting /o	amplete to the best of ve	our knowlodeo).		
Existing Exterior Lighting (c	omplete to the best of yo		ı	ı
Fixture Description	No. of Fixtures	Shielded (Y/N)	Full cutoff fixture (Y/N)	Light Color (Kelvin)

EXISTING FIXTURES TO BE MODIFIED TO MEET DARK SKY REQUIREMENTS. SEE PAGE 3

\*If you need additional space to detail your exterior lighting fixtures, please submit on a separate page

# Exterior Lighting Requirements (Chapter 17.132 Dark Skies)

- **Exterior Lighting Fixtures.** All exterior lighting fixtures shall be full cutoff fixtures with the light source fully shielded, except as exempted in Chapter 17.132.
- Color Temperature. All exterior lighting shall utilize light sources not to exceed 2700 kelvin. Correlated color temperature refers to the 'color' of the light emitted. It is indicated on light packaging.
- Light trespass. All existing and/or new exterior lighting shall not cause light trespass and shall protect adjacent properties from glare and excessive lighting. Reference Chapter 17.132.030.B. Figure 1: Light Trespass Matrix for maximum foot-candle limits.
- ♦ **Uplighting.** Uplighting is prohibited in all zoning districts, except as where permitted in Chapter 17.132.
- Prohibited Lights. Any light source that does not meet the requirements of this chapter. Searchlights, beacons, and other highintensity light fixtures. Except as otherwise allowed by this title, any lighting that is flashing, blinking, rotating, chasing, or rapidly changing in color or intensity is prohibited.
- \* Nonessential Exterior Lighting. All nonessential exterior commercial and residential lighting shall be turned off after business hours and/or when not in use. Lights on a timer shall be used. Sensor activated lights shall be used to replace existing lighting that is desired for security purposes.
- Any other standard found applicable to the proposed exterior lighting.

# **PIONEER SALOON - 320 N MAIN ST**

PHOTOS OF EXISTING FIXTURES

All Fixtures use replaceable light bulbs. All bulbs to be 2700 K or less.



ABOVE: PIONEER LIGHTING DISTANCE VIEW RIGHT: PIONEER LIGHTING CLOSE UP

FIXTURES TO BE MODIFIED TO MEET DARK SKY REQUIREMENTS. (BULBS TO BE FULLY SHIELDED)



# **City of Ketchum**

# Lighting Fixture Guide



CURRENT FIXTURE CONFIGURATION

FIXTURES MODIFIED TO MEET ACCEPTABLE STANDARDS

CITY OF KETCHUM - HISTORIC PRESERVATION COMMISSION PROPOSED HISTORIC BUILDING/SITE LIST

CITE OF RELCTIONS THE CHIEF	NESERVATION COMMISSION INC.	NOI OSED INSTONIC DOLEDING/ SILE EIS	
Common Name:	Street Address:	GIS Address	RPK#
Greenhow & Rumsey Store, NRHP listed (Culinary Institute)	211 North Main Street	211 N Main St	RPK0000018004B
Forest Service Park, NRHP listed	Between River and 1 <sup>st</sup> Street	131 E River St	RPK0000040001A
Comstock & Clark Mercantile (Enoteca Restaurant)	300 North Main Street	300 N Main St	RPK00000040010
Lewis Bank (Rocky Mountain Hardware)	180 North Main Street	180 N Main St	RPK084100000D0
Dynamite Shed (TNT Taproom)	271 Sun Valley Road	271 E Sun Valley Rd	RPK0000017004A
Bert Cross Cabin (Vintage Restaurant)	271 $\%$ Leadville Avenue North	271 N Leadville Ave	RPK0000003007A
Horace Lewis Home (Elephant's Perch)	280 East Avenue North	280 N East Ave	RPK0000043003A
Ketchum Kamp Hotel (Casino)	220 North Main Street	220 N Main St	RPK000000302AA
Pioneer Saloon	308 North Main Street	320 N Main St	RPK0000004002A
First Telephone Co. (Chapter One Bookstore)	340 North 2 <sup>nd</sup> Street	340 E 2nd St	RPK0000002004B
Fagan Property (Country Cousin Store)	411 Sun Valley Road	411 E Sun Valley Rd	RPK00000240010
Bonning Cabin	531 5 <sup>th</sup> Street East	500 N East Ave	RPK00000460010
McCoy/Gooding/Miller House (Residence)	111 N east Ave	111 N East Ave	RPK0000022005B
Former Post Office (Former Formula Sports)	460 North Main Street	460 N Main St	RPK0000005003A
Michel's Christiania Restaurant	303 Walnut Avenue	303 N Walnut Ave	RPK00000440050
E.B Williams House (Ketchum Grill)	520 East Avenue North	520 N East Ave	RPK00000460020
Alonzo Price/Esther Fairman House	180 Leadville Avenue North	180 N Leadville Ave	RPK00000220040
Thornton House (Picket Fence)	560 East Avenue North	560 N East Ave	RPK0000046004A
McAtee House (Former Taste of Thai)	380 1 <sup>st</sup> Avenue	380 N 1st Ave	RPK00000370050
George Castle Cabin	431% Walnut Avenue (in the alley)	431 N Walnut Ave	RPK00000450060
Community Library/Gold Mine Thrift Store	331 Walnut Avenue	331 N Walnut Ave	RPK00000440060
Jack Frost Motel (Gold Mine Consign Building)	591 4 <sup>th</sup> Street East	571 E 4th St	RPK00000450050
St. Mary's Catholic Church (Mesh Gallery)	380 Leadville Avenue North	420 E 4th St	RPK00000240040
Louies/The Church (Picket Fence)	560 N East Ave	560 N East Ave	RPK0000046004A

Adopted by HPC October 19, 2021



PIONEER SALOON FACADE



REAR ELEVATION



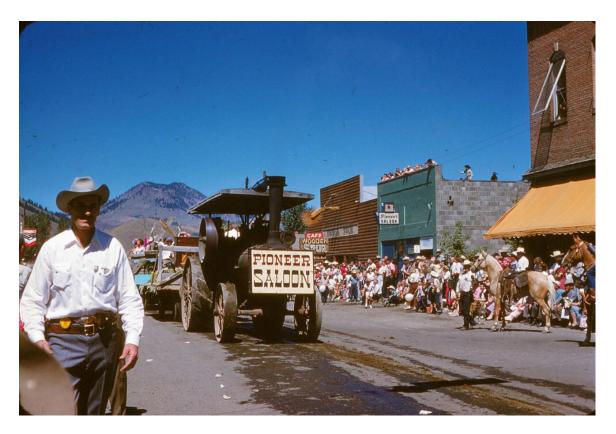
EXPOSED PORTION OF S. SIDE ELEVATION



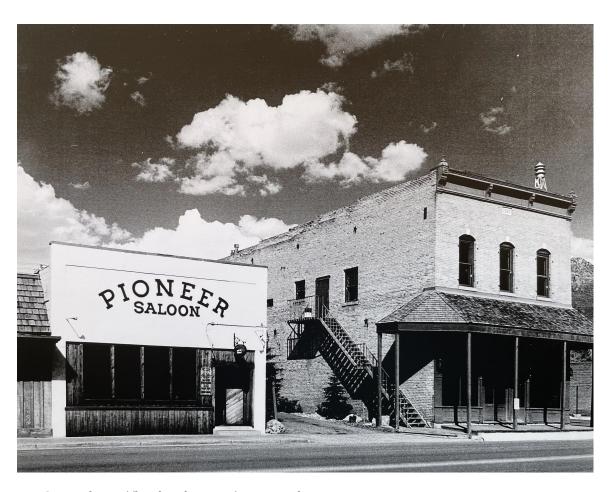
Source: pioneersaloon.com/history



Source: <a href="mailto:pioneersaloon.com/history">pioneersaloon.com/history</a>



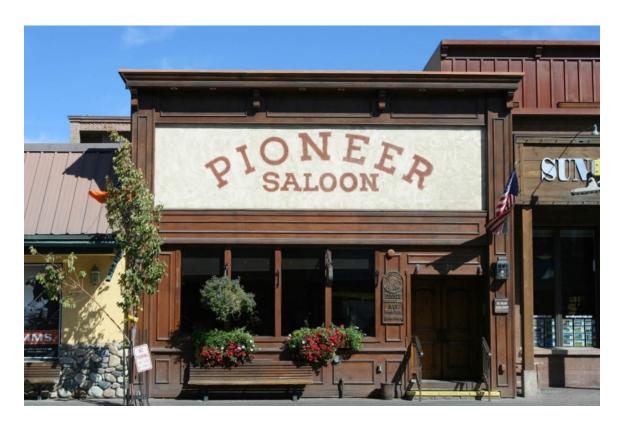
Source: https://www.facebook.com/groups/133321473424577



Source: https://ketchumbnr.com/pioneer-saloon



Source: pioneersaloon.com/history



The Pioneer Saloon after its 2002 facade renovation.

Source: <u>visitsunvalley.com</u>

# Overview of the History of the Pioneer Saloon

"The Pioneer Saloon—originally known as The Commercial Club—first opened its doors in the 1940s as a gambling casino operated by Otis Hobbs. A few years later, the casino closed, and the building was repurposed by the American Legion as a meeting hall. For a brief period, it also served the community as a dry goods store before eventually becoming the beloved establishment it is today.

Around 1950, the building was revived as a gambling casino by Whitey Hirschman, who gave it the name it still carries today—the Pioneer Saloon. Although gambling was never legal in Idaho, it thrived in Ketchum until 1953, when enforcement of the law brought it to an end. Following that period, Whitey continued to operate the Pioneer as both a bar and a uniquely eclectic antique store, maintaining its vibrant character until the spring of 1965.

In the mid-1960s, the Pioneer underwent a transformation, emerging as a full-service restaurant. The current incarnation of the Pioneer Saloon dates back to 1972—an important milestone that inspired the phrase "Where were you in '72?" This sentiment serves as the theme of our annual Pio Days celebration, held each November to honor the Saloon's enduring legacy and the community that surrounds it.

Over the years, the Pioneer Saloon has seen a number of thoughtful additions and renovations. In 1984, the downstairs dining room was added during a summer-long construction project. In 2002, the building's front façade was transformed from stucco to its current wooden exterior, and that same year, the back bar was redesigned by Doug Tedrow of Wood River Rustics. In May 2012, the interior was further enhanced with custom woodwork, updated lighting, and the addition of many new artifacts that reflect the Saloon's rich heritage. Duffy and Sheila Witmer have been the sole owners of the Pioneer Saloon since 1986. Together with their children—Alyson, Chloe, and Dillon—and in collaboration with current General Manager Chris Saxton, they continue to preserve the spirit of this historic landmark while introducing fresh ideas to Ketchum's vibrant restaurant scene."

SOURCE PIONEERSALOON.COM/HISTORY

# Written Narrative Supporting Facade Alteration

The Pioneer Saloon, as a restaurant, has played a significant part in Ketchum life for more than 50 years. However, the building facade itself has been altered repeatedly with multiple changes of fenestration and finish materials. The current detailing of the facade is not historic. The scale of the building is important to retain as it contributes to the scale of the historic streetscape.

The proposed alteration of the facade does not change the scale of the structure and, therefore, does not impact the significance of the structure within the community core and improves the aesthetic relationship to adjacent properties. It does not conflict with the Comprehensive Plan.

The size of the facade is retained. The fenestration is unchanged from the 2002 renovation. The proposed materials and detailing are consistent with the general character of the existing facade as well as the facade's of neighboring buildings.

The proposed alteration of the facade materials does no adversely affect the historical or architectural distinction of the structure or the community core. It is intended to bring it back towards its historical roots.

SCOPE OF WORK

REPLACE SIDING

ADDRESS AND DESCRIPTION

THE PIONEER SALOON 320 N MAIN STREET KETCHUM

KETCHUM LOT S 25' OF 2 BLK 4

ZONE: RETAIL CORE

**BUILDING CODE SUMMARY** 

2018 IBC 2018 IECC CLIMATE ZONE: 6B BUILDING OCCUPANCY: A-2 ASSEMBLY CONSTRUCTION TYPE: VB STORIES: 1 TOTAL AREA: 2484 SF

# **GENERAL DRAWINGS**

G-001 COVER SHEET

G-002 MATERIALS

G-003 11X17 MATERIALS AND COLORS G-004 CONSTRUCTION ACTIVITY PLAN C-NOS HISTORICAI PHOTOGRAPHS

**VICINITY MAP** 

PIONEER SALOON 320 N MAIN STREET

# **PROJECT TEAM**

OWNER: PIONEER SALOON, INC 320 N MAIN ST, KETCHUM, ID PO BOX 986, KETCHUM, ID 83340 **ARCHITECT:** HOWLAND ARCHITECTURE STUDIO, INC THOMAS HOWLAND 208.721.8246 THOMAS@HOWLANDARCHITECTURE.COM **CONTRACTOR**: CW POMEROY CONSTRUCTION CHARLIE POMEROY 208.720.6524

JAHCWP@GMAIL.COM





# PROPOSED FACADE RENOVATION

# **GENERAL NOTES**

Idaho Glulam fabricated the decorative facade framing elements from reclaimed lumber per owner's request. Contractor to confirm measurements and construction prior to installation. Attachment to building per code.

Howland Architecture Studio, Inc has provided renderings and documentation for City Of Ketchum Historic Review and Design Review.

The Contractor shall be responsible for final detailing and coordination with existing

The Contractor shall visit the site and verify dimensions and conditions prior to commencing work.

The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.

The Contractor shall secure and pay for the building permit and other permits necessary for proper execution and completion of the Work. The Contractor shall be responsible for scheduling required permit inspections.

The Contractor shall comply with manufacturer's recommendations for storing building

The Contractor shall be responsible for trash removal and disposal.

The Contractor shall carry liability insurance and workman's compensation insurance. See Construction Activity Plan for additional requirements

# FINISH CARPENTRY

Install finish carpentry work plumb, level, true and straight with no distortions. Scribe and cut finish carpentry items to fit adjoining work. Install standing and running trim with the minimum number of joints possible. Cope at returns, miter at corners to produce tight fitting joints. Anchor finish carpentry work securely to supports and substrates, using concealed fasteners and blind nailing where possible. Use fine finishing nails for exposed nailing, countersunk and filled flush with finished surface. Anchor all exterior siding and trim with stainless steel fasteners.

# PAINTING

Comply with manufacturers' recommendations for preparation and application. Surfaces must be clean and free of dirt, dust, and oil. Repair holes, crevices, and cracks with appropriate patching compound. Dull glossy surfaces. For new construction sand rough surfaces smooth. Putty nail holes and cracks and caulk door and window trim after surfaces have been primed.

# FLASHING AND SHEET METAL

Comply with "Architectural Sheet Metal Manual" by SMACNA, for work required.

HOWLAND ARCHITECTURE STUDIO, INC 307 E SPRUCE ST HAILEY ID 83333

DRAWINGS ISSUED: 01.28.2025 REVIEW SET 06.02.2025 DESIGN REVIEW



**PIONEER** Z 뽀

PROJECT NO: 2423

MODEL FILE:

The Pioneer.pln

DRAWN BY: THOMAS HOWLAND

COPYRIGHT: 8/26/25

SHEET TITLE

**COVER SHEET** 

G-001

SHEET 13



HOWLAND ARCHITECTURE STUDIO, INC 307 E SPRUCE ST HAILEY ID 83333

DRAWINGS ISSUED: 01.28.2025 REVIEW SET

06.02.2025 DESIGN REVIEW



**PIONEER** 

- MAINTAIN ORIGINAL STUCCO AROUND SIGN

- STAIN EXISTING FAUX BARN WOOD A MORE UNIFORM COLOR SIMILAR TO HISTORIC IMAGES - NEW DECORATIVE FRAMING ELEMENTS FROM RECLAIMED BARN WOOD

SUN VALLEY REAL ESTATE

STREET VIEW- PROPOSED



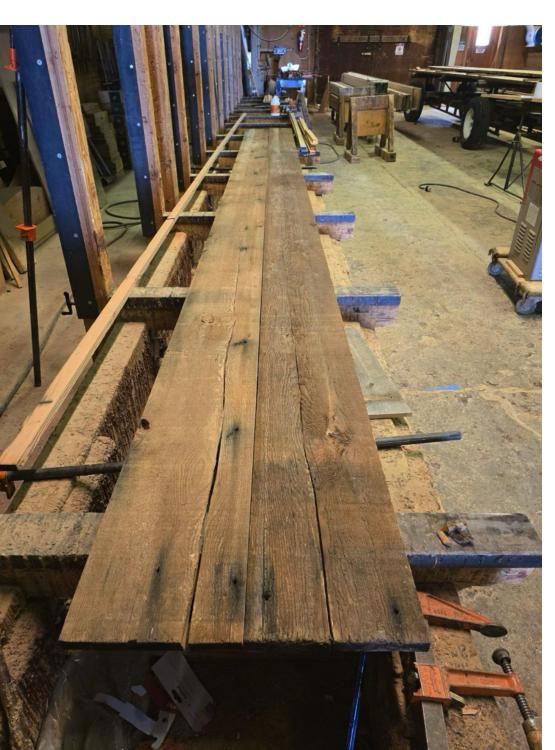
NO CHANGE TO EXISTING LIGHTING -

REMOVE EXISTING FAUX BARN WOOD SIDING

REMOVE PANELING FROM 2002 RENOVATION

# STREET VIEW- EXISTING

NOTE: EXISTING WOOD EXTERIOR INSTALLED DURING 2002 RENOVATION



RECLAIMED BARN WOOD FOR PROPOSED DECORATIVE FRAMING

PROJECT NO: 2423 MODEL FILE:

DRAWN BY: THOMAS HOWLAND

COPYRIGHT: 8/26/25

SHEET TITLE

MATERIALS

G-002

SHEET 14

THE PIONEER SALOON

SCAFFOLDING TO BE ERECTED ON FACADE OF THE PIONEER SALOON. CONES AND SIGNAGE TO DIRECT PEDESTRIAN TRAFFIC

CONTRACTOR TO USE STREET PARKING IN ACCORDANCE WITH CITY OF KETCHUM PARKING REGULATIONS

- General contractor/permit holder is responsible for all subcontractors and will be held responsible for all aspects of the construction activity permit
- Construction vehicles to limit speed to 15 MPH within one block from construction site
- The job site shall be kept in a clean and orderly condition. Trash and construction debris shall be picked up on the site and surrounding areas on a daily basis, and materials shall be stored in neat, tidy piles
- General contractor/permit holder shall submit a Temporary Use of Right-of-Way (TURP) application for all right-of-way encroachments beyond what is shown on this CAP
- General contractor/permit holder is responsible for on-site snow removal. On-site snow shall not be stored in the right-of-way
- The repair of damage to the right-of-way shall be the responsibility of the general contractor/permit holder
- No contractor/subcontractor parking will occur within time limited parking spaces in rights of way

HAS

HOWLAND ARCHITECTURE STUDIO, INC 307 E SPRUCE ST HAILEY ID 83333

DRAWINGS ISSUED: 01.28.2025 REVIEW SET

06.02.2025 DESIGN REVIEW

ARCHITECT
AR-987250

MARK M HOWLAND
307 E SPRUCE STREET
HAILEYID 83333

THE PIONEER SALOON
320 N MAIN STREET KETCHUM
DIONEED SALOON INC.

PROJECT NO: 2423

MODEL FILE:
The Pioneer.pln

DRAWN BY: THOMAS HOWLAND

COPYRIGHT: 8/26/25

SHEET TITLE

CONSTRUCTION ACTIVITY PLAN

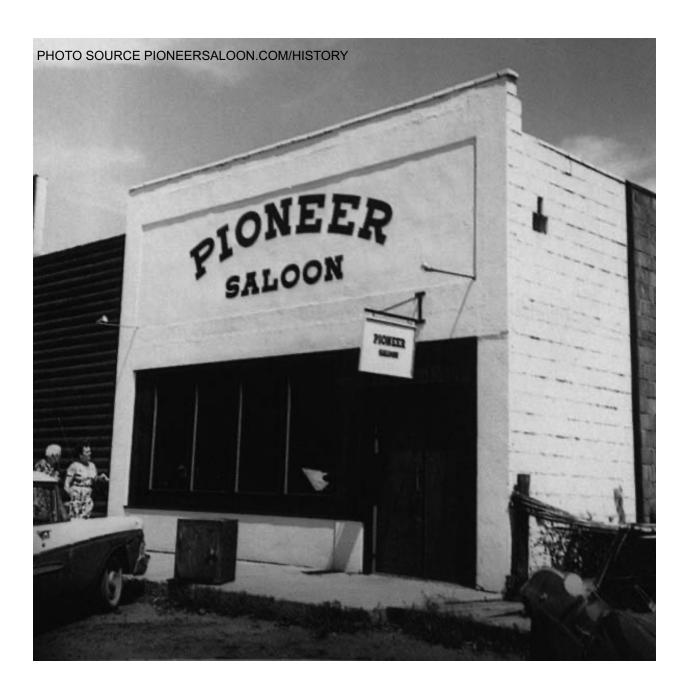
G-004

SHEET 16

T 16







# era

# HISTORY OF THE PIONEER SALOON BUILDING

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SOURCE PIONEERSALOON.COM/HISTORY







THE PIONEER SALOON AFTER ITS 2002 FACADE RENOVATION

# HAS

HOWLAND ARCHITECTURE STUDIO, INC 307 E SPRUCE ST HAILEY ID 83333

DRAWINGS ISSUED:
01.28.2025 REVIEW SET
06.02.2025 DESIGN REVIEW



PIONEER SALOON
N MAIN STREET KETCHUM

里

PROJECT NO: 2423
MODEL FILE:

The Pioneer.pln

DRAWN BY: THOMAS HOWLAND

COPYRIGHT: 8/26/25

SHEET TITLE

HISTORICAL PHOTOGRAPHS

G-005

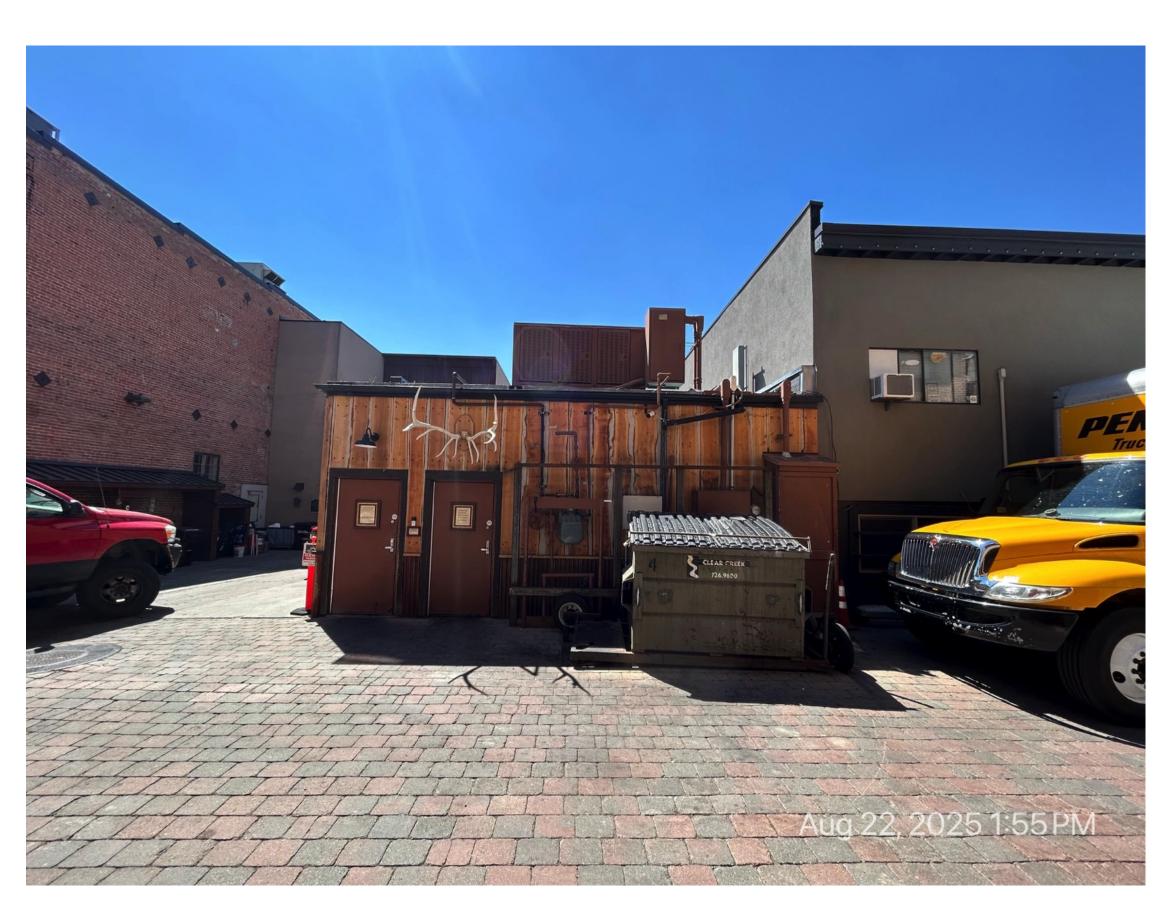
SHEET 17

OF 52

FRONT ELEVATION



EXPOSED PORTION OF S. SIDE ELEVATION



REAR ELEVATION

# HAS

HOWLAND ARCHITECTURE STUDIO, INC 307 E SPRUCE ST HAILEY ID 83333

DRAWINGS ISSUED:
01.28.2025 REVIEW SET
06.02.2025 DESIGN REVIEW



4E PIONEER SALOON
320 N MAIN STREET KETCHUM

PROJECT NO: 2423

MODEL FILE:

DRAWN BY: THOMAS HOWLAND COPYRIGHT: 8/26/25

SHEET TITLE

COLOR PHOTOGRAPHS

G-006

SHFFT 18

OF 5







LEFT: DECORATIVE RECLAIMED LUMBER FOR COLUMNS AND BEAMS ABOVE: STAINED SIDING AROUND WINDOWS

- MAINTAIN ORIGINAL STUCCO AROUND SIGN
- STAIN EXISTING FAUX BARN WOOD A MORE UNIFORM COLOR SIMILAR TO HISTORIC IMAGES
- NEW DECORATIVE FRAMING ELEMENTS FROM RECLAIMED BARN WOOD
- EXISTING LIGHTING MODIFIED TO MEET DARK SKY REQUIREMENTS BULBS TO BE FULLY SHIELDED

# stewart title

# **CLTA LOT BOOK 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.

Countersigned by:

Blaine County Title, Inc. 360 Sun Valley Road P.O. Box 3176

Ketchum, ID 83340 Agent ID: 120037

EGUARA 1908

Frederick H. Eppinger President and CEO

> David Hisey Secretary

For purposes of this form the "Stewart Title" logo featured above is the represented logo for the underwriter, Stewart Title Guaranty Company.

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File No.: 2526146

Lot Book Guarantee (6-6-92)

Page 1 of 3 of Policy Serial No.: G-2222-000101815

### **GUARANTEE CONDITIONS AND STIPULATIONS**

- Definition of Terms The following terms when used in this 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.
  - "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.
  - "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
  - "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.
  - the effective date;
- Exclusions from Coverage of this Guarantee The Company assumes no liability for loss or damage by reason of the following:
  - 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.
  - (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.

    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.
  - (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.
- Notice of Claims 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.
- 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.

  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.

    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.

    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.
    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 liter 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.

  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 any 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.
- 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.

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File No.: 2526146

Lot Book Guarantee (6-6-92)

Page 2 of 3 of Policy Serial No.: G-2222-000101815

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 the indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase

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 option under Paragraph 5, and the Guarantee shall be surrendered to the Company for cancellation.

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

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.

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 sated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.
- 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
- 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.

**Payment of 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.
- 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

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

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

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 of 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, Texas 77252-2029.

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Lot Book Guarantee (6-6-92)

Page 3 of 3 of Policy Serial No.: G-2222-000101815

# LOT BOOK GUARANTEE SCHEDULE A

File No.: 2526146 Guarantee No.: G-2222-000101815

Date of Guarantee: July 17, 2025 at 8:00 am

Liability: \$1,000.00 Premium: \$120.00

#### A. Assured:

Charles W. Parker - Ahrens DeAngeli Law Group

- B. Assurances, given without examination of the documents listed or referred to and only to the specifically named documents and no others:
  - 1. Description of the land in Blaine County, Idaho:

The Southeasterly 25 feet of Lot 2 in Block 4, of the VILLAGE OF KETCHUM, as shown on the certified copy of the official map thereof, recorded as Instrument No. 302967, records of Blaine County, Idaho

2. The last recorded instrument in the public records purporting to transfer title to said land was:

Quitclaim Deed, recorded as Document No. 371926, conveying said real property to:

Pioneer Saloon, Inc., an Idaho Corporation

- That there are no mortgages or deeds of trust describing the land that have not been released or reconveyed by an instrument recorded in the public records, other than those shown below under Exceptions.
- 4. That there are no contracts for sales, contracts for deed, including memorandums giving notice of such contracts, attachments, tax deed recorded within the last 9 years, which purport to affect the land other than shown below under Exceptions.

# C. Exceptions:

- 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. Proceedings by a
  public agency which may result in taxes or assessments, or notices of such proceedings, whether
  or not shown by the records of such agency or by Public Records.
- 2. Any facts, rights, interests, or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof
- 3. Easements, liens, or encumbrances, or claims thereof, which are not shown by the Public Records.

File No.: 2526146 Lot Book Guarantee ID

Page 1 of 2

STEWART TITLE
GUARANTY COMPANY

- 4. Discrepancies, conflicts in boundary lines, shortages in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
- (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims, or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
- Any lien or right to a lien for services, labor, equipment or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
- 7. Rights of the state or federal government and/or public in and to any portion of the land for right of way (whether or not such rights are shown by recordings of easements and/or maps in the Public Records by the State of Idaho showing the general location of these rights of way).
- 8. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interest that are not listed.
- 9. General taxes for the year 2025 and subsequent years, which are a lien not yet payable.
  - Note: General taxes for the year 2024, a lien in the amount of \$2,944.26, which are paid in full. (Parcel No. RPK0000004002A)
- 10. Water, sewer, rubbish charges of the City of Ketchum.
- 11. Ketchum rubbish charges billed by Clear Creek Disposal.
- 12. Notes, Easements and Restrictions, as shown on the official map of the Village of Ketchum, recorded February 13, 1989 as <u>Instrument No. 302967</u>, records of Blaine County, Idaho.
- 13. Declaration of Covenants, Conditions and Restrictions for The Pioneer Saloon, including the terms and provisions thereof, recorded October 4, 1990 as <u>Instrument No. 324351</u>, records of Blaine County, Idaho.
- 14. Right-of-Way Agreement, including the terms and provisions thereof, recorded September 23, 1998 as <u>Instrument No. 418988</u>, records of Blaine County, Idaho.

**END OF EXCEPTIONS** 

File No.: 2526146 Lot Book Guarantee ID Page 2 of 2

STEWART TITLE
GUARANTY COMPANY

# STEWART INFORMATION SERVICES CORPORATION Updated August 24, 2023 GRAMM-LEACH BLILEY PRIVACY NOTICE

This Stewart Information Services Corporation Privacy Notice ("Notice") explains how we and our affiliates and majority-owned subsidiary companies (collectively, "Stewart," "our," or "we") collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of your personal information. Pursuant to Title V of the Gramm-Leach Bliley Act ("GLBA") and other Federal and state laws and regulations applicable to financial institutions, consumers have the right to limit some, but not all sharing of their personal information. Please read this Notice carefully to understand how Stewart uses your personal information.

The types of personal information Stewart collects, and shares depends on the product or service you have requested.

# Stewart may collect the following categories of personal and financial information from you throughout your transaction:

- 1. Identifiers: Real name, alias, online IP address if accessing company websites, email address, account name, unique online identifier, or other similar identifiers.
- 2. Demographic Information: Marital status, gender, date of birth.
- 3. Personal Information and Personal Financial Information: Full name, signature, social security number, address, driver's license number, passport number, telephone number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, credit reports, or any other information necessary to complete the transaction.

# Stewart may collect personal information about you from:

- 1. Publicly available information from government records.
- 2. Information we receive directly from you or your agent(s), such as your lender or real estate broker,
- 3. Information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

# Stewart may use your personal information for the following purposes:

- 1. To provide products and services to you in connection with a transaction.
- 2. To improve our products and services.
- 3. To communicate with you about our affiliates', and others' products and services, jointly or independently.

# Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- a. To fulfill or meet the reason for which the information is provided.
- b. To provide, support, personalize, and develop our website, products, and services.
- c. To create, maintain, customize, and secure your account with Stewart.
- d. To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- e. To prevent and/or process claims.
- f. To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- g. As necessary or appropriate to protect the rights, property or safety of Stewart, our customers, or others.
- h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- j. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- k. Auditing for compliance with federal and state laws, rules, and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing, or fulfilling orders and transactions, verifying customer information, processing payments.
- m. To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

File No., 2526146 Updated 08/24/2023 Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

## Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, your realtor, broker, or a lender). Stewart may disclose your personal information to a non-affiliated third-party service providers and vendors to render services to complete your transaction.

We share your personal information with the following categories of third parties:

- a. Non-affiliated service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- b. To enable Stewart to prevent criminal activity, fraud, material misrepresentation, or nondisclosure.
- c. Stewart's affiliated and subsidiary companies.
- d. Parties involved in litigation and attorneys, as required by law.
- e. Financial rating organizations, rating bureaus and trade associations, taxing authorities, if required in the transaction.
- f. Federal and State Regulators, law enforcement and other government entities to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

The law does not require your prior authorization or consent and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or browsing information with non-affiliated third parties, except as required or permitted by law.

## Right to Limit Use of Your Personal Information

You have the right to opt-out of sharing of your personal information among our affiliates to directly market to you. To opt-out of sharing your information with affiliates for direct marketing, you may send an "opt out" request to OptOut@stewart.com, or contact us through other available methods provided under "Contact Information" in this Notice. We do not share your Personal Information with nonaffiliates for their use to directly market to you without your consent.

## **How Stewart Protects Your Personal Information**

Stewart maintains physical, technical, and administrative safeguards and policies to protect your personal information.

#### **Contact Information**

If you have specific questions or comments about this Notice, the ways in which Stewart collects and uses your information described herein, or your choices and rights regarding such use, please do not hesitate to contact us at:

Phone: Email: Toll Free at 1-866-571-9270 Privacyrequest@stewart.com

Postal Address:

Stewart Information Services Corporation

Attn: Mary Thomas, Chief Compliance and Regulatory Officer

1360 Post Oak Blvd., Ste. 100, MC #14-1

Houston, TX 77056

File No.: 2526146 Updated 08/24/2023

Effective Date: January 1, 2020 Updated: August 24, 2023

## STEWART INFORMATION SERVICES CORPORATION PRIVACY NOTICE FOR CALIFORNIA RESIDENTS

Stewart Information Services Corporation and its affiliates and majority-owned subsidiary companies (collectively, "Stewart", "our," or "we") respect and are committed to protecting your privacy. Pursuant to the California Consumer Privacy Act of 2018 ("CCPA") and the California Privacy Rights Act of 2020 ("CPRA"), we are providing this **Privacy Notice** ("CCPA Notice"). This CCPA Notice explains how we collect, use, and disclose personal information, when and to whom we disclose such information, and the rights you, as a California resident have regarding your Personal Information. This CCPA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users, consumers, and others who reside in the State of California or are considered California Residents as defined in the CCPA ("consumers" or "you"). All terms defined in the CCPA & CPRA have the same meaning when used in this Notice.

#### Personal and Sensitive Personal Information Stewart Collects

Stewart has collected the following categories of personal and sensitive personal information from consumers within the last twelve (12) months:

- A. Identifiers. A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.
- B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)). A name, signature, Social Security number, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information.
- C. Protected classification characteristics under California or federal law. Age, race, color, ancestry, national origin, citizenship, marital status, sex (including gender, gender identity, gender expression), veteran or military status.
- D. Commercial information. Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.
- E. Internet or other similar network activity. Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.
- F. Geolocation data

Stewart obtains the categories of personal and sensitive information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees, or their agents (For example, realtors, lenders, attorneys, brokers, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third parties that interact with Stewart in connection with the services we provide.

#### Use of Personal and Sensitive Personal Information

Stewart may use or disclose the personal or sensitive information we collect for one or more of the following purposes:

- a. To fulfill or meet the reason for which the information is provided.
- b. To provide, support, personalize, and develop our website, products, and services.
- c. To create, maintain, customize, and secure your account with Stewart.
- d. To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- e. To prevent and/or process claims.
- f. To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- g. As necessary or appropriate to protect the rights, property or safety of Stewart, our customers, or others.
- h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns

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and monitor and improve our responses.

- i. To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- j. To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- k. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.

I. Auditing for compliance with federal and state laws, rules, and regulations.

- m. Performing services including maintaining or servicing accounts, providing customer service, processing, or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- n. To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal or sensitive information or use the personal or sensitive information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

### Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, a realtor, broker, or a lender).

We share your personal information with the following categories of third parties:

- a. Service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- b. Affiliated Companies.
- c. Parties involved in litigation and attorneys, as required by law.
- d. Financial rating organizations, rating bureaus and trade associations.
- e. Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information:

Category A: Identifiers

Category B: California Customer Records personal information categories

Category C: Protected classification characteristics under California or federal law

Category D: Commercial Information

Category E: Internet or other similar network activity
Category F: Non-public education information

## A. Your Consumer Rights and Choices Under CCPA and CPRA

The CCPA and CPRA provide consumers (California residents as defined in the CCPA) with specific rights regarding their personal information. This section describes your rights and explains how to exercise those rights.

## i. Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

#### ii. Deletion Request Rights

You have the right to request that Stewart delete any personal information we collected from you and retained, subject to

File No.: 2526146 Updated 08/24/2023 Page 4

certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

- Complete the transaction for which we collected the personal information, provide a good or service that you
  requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or
  otherwise perform our contract with you.
- 2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
- 3. Debug products to identify and repair errors that impair existing intended functionality.
- 4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
- 5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 seq.).
- Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
- 7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
- 8. Comply with a legal obligation.
- 9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it

#### iii. Opt-Out of Information Sharing and Selling

Stewart does not share or sell information to third parties, as the terms are defined under the CCPA and CPRA. Stewart only shares your personal information as commercially necessary and in accordance with this CCPA Notice.

#### iv. Correction of Inaccurate Information

You have the right to request that Stewart correct any inaccurate information maintained about you.

#### v. Limit the Use of Sensitive Personal Information

You have the right to limit how your sensitive personal information, as defined in the CCPA and CPRA is disclosed or shared with third parties.

## **Exercising Your Rights Under CCPA and CPRA**

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described herein, your choices and rights regarding such use, or wish to exercise your rights under California law, please submit a verifiable consumer request to us by the available means provided below.

- 1. Emailing us at OptOut@stewart.com; or
- 2. Visiting https://www.stewart.com/en/quick-links/ccpa-request.html

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child, if applicable.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected
  personal information or an authorized representative.
- · Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

### Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

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Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

#### Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- · Deny you goods or services.
- Charge you different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you with a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

#### **Record Retention**

Your personal information will not be kept for longer than is necessary for the business purpose for which it is collected and processed. We will retain your personal information and records based on established record retention policies pursuant to California law and in compliance with all federal and state retention obligations. Additionally, we will retain your personal information to comply with applicable laws, regulations, and legal processes (such as responding to subpoenas or court orders), and to respond to legal claims, resolve disputes, and comply with legal or regulatory recordkeeping requirements.

#### **Changes to This CCPA Notice**

Stewart reserves the right to amend this CCPA Notice at our discretion and at any time. When we make changes to this CCPA Notice, we will post the updated Notice on Stewart's website and update the Notice's effective date.

#### Link to Privacy Notice

Stewarts Privacy Notice can be found on our website at https://www.stewart.com/en/privacy.html

#### **Contact Information**

Stewart Information Services Corporation Attn: Mary Thomas, Chief Compliance and Regulatory Officer 1360 Post Oak Blvd., Ste. 100, MC #14-1 Houston, TX 77056

File No.: 2526146 Updated 08/24/2023 Recording requested by and when recorded mail to:

STOEL RIVES BOLEY JONES & GREY 999 Main Street, Suite 1015 Boise, ID 83702 208/389-9000 BLAIHE CO. REQUEST

OF Kathleen Rackne

1994-OCT 19 P 12: 14

MARY GREEN. CLERK

MARY GRE

(Space Above Line for Recorder's Use)

# QUITCLAIM DEED PURSUANT TO IDAHO CODE § 55-818

DUFFY S. WITMER and SHEILA G. WITMER, as Trustees under THE WITMER 1992 REVOCABLE TRUST U/T/A August 3, 1992, as Grantor, and PIONEER SALOON, INC., an Idaho corporation, as Grantee, do hereby make this summary of Quitclaim Deed pursuant to § 55-818 of the Idaho Code, and hereby state and acknowledge that the following facts are true:

WHEREAS, on June 29, 1977, Duffy Schwarz Witmer and Sheila G. Witmer, husband and wife, as Grantees, acquired a one-half interest in the following described real property from Edgar A. Redman and Elaine Josephine Redman, husband and wife, as Grantors, pursuant to that certain Warranty Deed recorded in Blaine County, Idaho, on June 30, 1977, as Instrument No. 174661; and

WHEREAS, on November 20, 1986, said Grantees acquired the remaining one-half interest in and to said property from Richard L. Stone, an unmarried man, as Grantor, pursuant to that certain Warranty Deed recorded in Blaine County, Idaho, on November 20, 1986, as Instrument No. 270095; and

WHEREAS, on November 20, 1986, for good and valuable consideration, said Grantees did intend to make and execute a certain Quitclaim Deed, pursuant to which they were to convey, release, remise and forever quitclaim said real property to PIONEER SALOON, INC., an Idaho corporation, Grantee, whose current address is P.O. Box 986, Ketchum, Idaho 83340; and

WHEREAS, on August 20, 1992, said Grantees quitclaimed the following described real property to The Witmer 1992 Revocable Trust U/T/A August 20, 1992, the Grantor herein, pursuant to that certain Quitclaim Deed recorded in Blaine County, Idaho, as Instrument No. 343931, which Quitclaim Deed was executed and recorded in error;

NOW, THEREFORE, IT IS HEREBY AGREED, that, to correct the chain of title and to reflect the accurate fee title of said real property, Grantor herein does hereby convey, release, remise and forever quitclaim to PIONEER SALOON, INC., an Idaho corporation, Grantee, the following described real property, to-wit:

QUITCLAIM DEED PURSUANT TO IDAHO CODE § 55-818

BOI1-8166.1 21262 0001

The Southeast 25 feet of Lot 2 in Block 4, KETCHUM TOWNSITE, Blaine County, Idaho, according to the official plat thereof on file in the office of the County Recorder of Blaine County, Idaho.

This instrument is made and executed by said Grantor and Grantee, with the intent that it shall have the same force and effect as if an original Quitclaim Deed dated November 20, 1986, had been recorded, pursuant to § 55-818, Idaho Code.

IN WITNESS WHEREOF, Grantors have hereunto subscribed their names to this instrument this Managed day of September, 1994.

**GRANTORS:** 

THE WITMER 1992 REVOCABLE TRUST

By DUFF S. Witner Trustee

By Sheil D. hima

Sheila G. Witmer, Trustee

IN WITNESS WHEREOF, Grantee has hereunto subscribed its name to this instrument this / Yeu day of September, 1994.

**GRANTEE:** 

PIONEER SALOON, INC.

Duffus Witman President

STATE OF IDAHO SS. County of Blaine ) On this Maday of September, 1994, before me, the undersigned Notary Public in and for said State, personally appeared DUFFY S. WITMER and SHEILA G. WITMER, Trustees of THE WITMER 1992 REVOCABLE TRUST U/T/A August 3, 1992, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same for and on behalf of said Trust. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written. NOTARY PUBLIC, State of Idaho Residing at: Commission expires: STATE OF IDAHO SS. County of Blaine On this Mtd day of , 1994, before me, the undersigned Notary DETRILLEY. Public in and for said State, personally appeared DUFFY S. WITMER, known or identified to me to be the President of PIONEER SALOON, INC., the within named Idaho corporation, and acknowledged to me that said corporation executed the same.

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

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

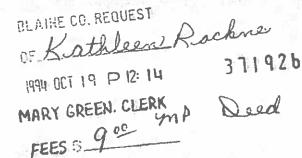
NOTARY PUBLIC,
Residing at:
Commission expires:

QUITCLAIM DEED PURSUANT TO IDAHO CODE § 55-818

BOI1-8166.1 21262 0001

Recording requested by and when recorded mail to:

STOEL RIVES BOLEY JONES & GREY 999 Main Street, Suite 1015
Boise, 1D 83702
208/389-9000



(Space Above Line for Recorder's Use)

# QUITCLAIM DEED PURSUANT TO IDAHO CODE § 55-818

DUFFY S. WITMER and SHEILA G. WITMER, as Trustees under THE WITMER 1992 REVOCABLE TRUST U/T/A August 3, 1992, as Grantor, and PIONEER SALOON, INC., an Idaho corporation, as Grantee, do hereby make this summary of Quitclaim Deed pursuant to § 55-818 of the Idaho Code, and hereby state and acknowledge that the following facts are true:

WHEREAS, on June 29, 1977, Duffy Schwarz Witmer and Sheila G. Witmer, husband and wife, as Grantees, acquired a one-half interest in the following described real property from Edgar A. Redman and Elaine Josephine Redman, husband and wife, as Grantors, pursuant to that certain Warranty Deed recorded in Blaine County, Idaho, on June 30, 1977, as Instrument No. 174661; and

WHEREAS, on November 20, 1986, said Grantees acquired the remaining one-half interest in and to said property from Richard L. Stone, an unmarried man, as Grantor, pursuant to that certain Warranty Deed recorded in Blaine County, Idaho, on November 20, 1986, as Instrument No. 270095; and

WHEREAS, on November 20, 1986, for good and valuable consideration, said Grantees did intend to make and execute a certain Quitclaim Deed, pursuant to which they were to convey, release, remise and forever quitclaim said real property to PIONEER SALOON, INC., an Idaho corporation, Grantee, whose current address is P.O. Box 986, Ketchum, Idaho 83340; and

WHEREAS, on August 20, 1992, said Grantees quitclaimed the following described real property to The Witmer 1992 Revocable Trust U/T/A August 20, 1992, the Grantor herein, pursuant to that certain Quitclaim Deed recorded in Blaine County, Idaho, as Instrument No. 343931, which Quitclaim Deed was executed and recorded in error;

NOW, THEREFORE, IT IS HEREBY AGREED, that, to correct the chain of title and to reflect the accurate fee title of said real property, Grantor herein does hereby convey, release, remise and forever quitclaim to PIONEER SALOON, INC., an Idaho corporation, Grantee, the following described real property, to-wit:

QUITCLAIM DEED PURSUANT TO IDAHO CODE § 55-818

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The Southeast 25 feet of Lot 2 in Block 4, KETCHUM TOWNSITE, Blaine County, Idaho, according to the official plat thereof on file in the office of the County Recorder of Blaine County, Idaho.

This instrument is made and executed by said Grantor and Grantee, with the intent that it shall have the same force and effect as if an original Quitclaim Deed dated November 20, 1986, had been recorded, pursuant to § 55-818, Idaho Code.

IN WITNESS WHEREOF, Grantors have hereunto subscribed their names to this instrument this Managed and of September, 1994.

**GRANTORS:** 

THE WITMER 1992 REVOCABLE TRUST

By DUFF S. Witnes Tours

Sheila G. Witmer, Trustee

IN WITNESS WHEREOF, Grantee has hereunto subscribed its name to this instrument this production of September, 1994.

**GRANTEE:** 

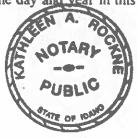
PIONEER SALOON, INC.

Duffy'S. Witmer, President

STATE OF IDAHO ) ss.
County of Blaine )

On this the day of September, 1994, before me, the undersigned Notary Public in and for said State, personally appeared DUFFY S. WITMER and SHEILA G. WITMER, Trustees of THE WITMER 1992 REVOCABLE TRUST U/T/A August 3, 1992, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same for and on behalf of said Trust.

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



NOTARY PUBLIC, State of Idaho
Residing at: 12000
Commission expires: 2112000

STATE OF IDAHO ) ss.
County of Blaine )

On this Middle of Contraction, 1994, before me, the undersigned Notary Public in and for said State, personally appeared DUFFY S. WITMER, known or identified to me to be the President of PIONEER SALOON, INC., the within named Idaho corporation, and acknowledged to me that said corporation executed the same.

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

AUBLIC STATE OF TORKS

NOTARY PUBLIC, State of State of Residing at: State of St

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QUITCLAIM DEED PURSUANT TO IDAHO CODE § 55-818

#### **RESOLUTION NO. 25-030**

A RESOLUTION OF THE HISTORIC PRESERVATION COMMISSION OF THE CITY OF KETCHUM, IDAHO, ESTABLISHING THE DATES FOR ALL REGULAR HISTORIC PRESERVATION COMMISSION MEETINGS FOR 2026.

WHEREAS, regular meetings of the Historic Preservation Commission shall be held on the first Tuesday of the month at 4:30 PM at Ketchum City Hall unless such date is a holiday, in which case the meeting shall be held on the following day; and,

WHEREAS, pursuant to Idaho Code § 67-2343(1), any public agency that holds meetings at regular intervals of at least once per calendar month scheduled in advance over the course of the year may satisfy this meeting notice by giving meeting notices at least once each year of its regular meeting schedule; and,

WHEREAS, the Historic Preservation Commission has determined that listing all regular and special meetings of the Historic Preservation Commission to be held in 2026 would be beneficial to the residents of and visitors to the City of Ketchum.

NOW, THEREFORE, BE IT RESOLVED BY THE HISTORIC PRESERVATION COMMISSION OF THE CITY OF KETCHUM, IDAHO that the regular and special meetings of the Historic Preservation Commission for 2026 are as follows:

Tuesday, February 3, 2026
Tuesday, March 3, 2026
Tuesday, April 7, 2026
Tuesday, May 5, 2026
Tuesday, June 2, 2026
Tuesday, July 7, 2026

Tuesday, August 4, 2026
Tuesday, September 1, 2026
Tuesday, October 6, 2026
Tuesday, November 3, 2026
Tuesday, December 1, 2026

This Resolution will be in full force and effect upon its adoption this 6<sup>th</sup> day of January, 2026.

CITY	OF	KETCHUM	

Clyde Holt

Ciyue Hoit

Chairperson-Historic Preservation Commission