



City of Ketchum

November 18, 2021

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve the Bavarian Village Townhomes Final Plat Application

Recommendation and Summary

Staff recommends the Ketchum City Council approve the Townhouse Subdivision Final Plat application, submitted by Benchmark Associates on behalf of property owner Timothy J. Linehan, to subdivide Lot 2 of Bavarian Village Subdivision into 2 townhouse sublots for the Bavarian Village Townhomes development located at 112 Rember Street within the City's General Residential High Density (GR-H) Zoning District.

Recommended Motion: "I move to approve the Bavarian Village Townhomes Final Plat application subject to conditions of approval 1-9."

The reasons for the recommendation are as follows:

- On April 20th, 2020, the applicant applied for a townhouse subdivision to create two townhouse sublots on Lot 2 of the Bavarian Village Subdivision. The Planning and Zoning Commission reviewed and recommended approval of Townhouse Subdivision Preliminary Plat P20-030 to the City Council on June 8th, 2020. On July 20th, 2020, the City Council approved the townhouse subdivision preliminary plat. The final plat map substantially conforms to the approved preliminary plat map.
- All improvements have been inspected by City Departments and completed to their satisfaction. The townhouse development was issued a Certificate of Occupancy on October 18th, 2021.
- The request to subdivide meets all applicable standards for Townhouse Final Plats contained in Ketchum Municipal Code's Subdivision (Title 16) regulations.

Analysis

The Bavarian Village Townhomes is a two-unit, multi-family residential development consisting of detached townhomes each with its own detached accessory building. The project received Administrative Design Review (Application File No. P17-065) on July 14th, 2017. Amendments (Application File Nos. P18-042 and P19-020) to the Administrative Design Review Permit were approved by the Administrator on May 4th, 2018 and May 16th, 2019.

On September 3rd, 2019, the applicant applied for a building permit to construct the townhome development. Building Permit B19-091 was issued on October 30th, 2019 and construction commenced on the project.

On April 20th, 2020, the applicant submitted an application for a townhouse subdivision to create two townhouse sublots on Lot 2 of the Bavarian Village Subdivision. The Planning and Zoning Commission reviewed and recommended approval of Townhouse Subdivision Preliminary Plat P20-030 to the City Council on June 8th, 2020. On July 20th, 2020, the City Council approved the townhouse subdivision preliminary plat.

All improvements have been inspected by City Departments and completed to their satisfaction. The townhouse development was issued a Certificate of Occupancy on October 18th, 2021. The project's utilities, driveway, and right-of-way improvements have been installed and completed to the satisfaction of all City Departments. The Right-of-Way Encroachment Agreement 22735 for the placement of the driveway pavers and snowmelt system was approved by City Council on October 18th, 2021.

Financial Impact

Recording the Final Plat signals to the Blaine County Assessor's Office that the townhome units have been subdivided, resulting in 2 separate legal descriptions and tax assessments, independently sellable. There is no financial requirement from the city for this action.

Attachments

Draft Findings of Fact, Conclusions of Law, and Decision
Bavarian Village Townhomes Final Plat Application



City of Ketchum
Planning & Building

IN RE:)
)
 Bavarian Village Townhomes) KETCHUM CITY COUNCIL
 Townhouse Subdivision Final Plat) FINDINGS OF FACT, CONCLUSIONS OF LAW, AND
 Date: November 19th, 2021) DECISION
)
 File Number: 21-093)

Findings Regarding Application Filed

PROJECT: Bavarian Village Townhomes Final Plat

FILE NUMBER: P21-093

ASSOCIATED PERMITS: Building Permit B19-091, Administrative Design Review P17-065, Administrative Design Review Amendments P18-042 and P19-020, Townhouse Subdivision Preliminary Plat P20-030

OWNER: Timothy J. Linehan

REPRESENTATIVE: Garth McClure, Benchmark Associates

REQUEST: Townhouse Subdivision Final Plat for the Bavarian Village Townhomes

LOCATION: 112 Rember Street (Bavarian Village Subdivision: Lot 2)

NOTICE: No public hearing is required as the final plat substantially conforms to the preliminary plat.

ZONING: General Residential High Density (GR-H)

OVERLAY: None

Findings Regarding Project Background

The Bavarian Village Townhomes is a two-unit, multi-family residential development consisting of detached townhomes each with its own detached accessory building. The project received Administrative Design Review (Application File No. P17-065) on July 14th, 2017 for a three-unit, multi-family dwelling development comprised of one single-family dwelling and an attached duplex. Prior to the City’s adoption of Ordinance No. 1190 on December 3rd, 2018, the Planning and Zoning Administrator was authorized to approve Design Review permits for multi-family residential projects of four units or less not located in the Community Core Zoning District. On March 30th, 2018, the

applicant submitted minor changes to the approved project. The changes included modifications to the orientation of the single-family dwelling and driveway, a 1-foot increase to the proposed building height, and exterior material changes. No changes were proposed to the total floor area or building coverage. The Administrative Design Review Amendment (Application File No. P18-042) was approved and qualified the project for the first 12-month extension for the unexpired Design Review approval pursuant to Ketchum Municipal Code §17.96.090.B2. On March 1st, 2019, the applicant submitted an application to revise the design of the multi-family development project (Administrative Design Review Amendment Application File No. P19-020). The request was to decrease the density of the project. The applicant proposed eliminating the single-family unit and attached duplex and developing two detached townhome units each with an associated accessory building. The accessory buildings included storage space and a second-floor bedroom suite. The Planning and Zoning Administrator made the determination to administratively approve the changes pursuant to Ketchum Municipal Code §17.96.030.A1a, which authorizes the Administrator to approve minor modifications to projects that have received Design Review approval. The following table summarizes the project changes:

Table 1. Bavarian Village Project History

Dimensional Standard/Use/Density	ADR17-065	ADR P18-042	ADR P19-020
FAR	0.69	0.69	0.64
Gross Floor Area (gross square feet)	6,289	6,289	5,806
Maximum Height	36'-6"	37'-10"	26'-10"
Multi-Family Dwelling Units	3	3	2

On September 3rd, 2019, the applicant applied for a building permit to construct the townhome development. Building Permit B19-091 was issued on October 30th, 2019 and construction commenced on the project.

On April 20th, 2020, the applicant submitted an application for a townhouse subdivision to create two townhouse sublots on Lot 2 of the Bavarian Village Subdivision. The Planning and Zoning Commission reviewed and recommended approval of Townhouse Subdivision Preliminary Plat P20-030 to the City Council on June 8, 2020. On July 20th, 2020, the City Council approved the townhouse subdivision preliminary plat.

FINDING REGARDING COMPLETION OF IMPROVEMENTS

All project plans for the townhome development were reviewed and approved by City Departments through the project’s Design Review, Townhouse Subdivision, and Building Permit applications. All improvements have been inspected by City Departments and completed to their satisfaction. The townhouse development was issued a Certificate of Occupancy on October 18th, 2021. The project’s utilities, private driveway, and right-of-way improvements have been installed and completed to the satisfaction of all City Departments. The Right-of-Way Encroachment Agreement 22735 for the placement of the driveway pavers and snowmelt system was approved by City Council on October 18th, 2021.

Findings Regarding Townhouse Subdivision Procedure (KMC §16.04.080)

All land subdivisions in the City of Ketchum are subject to the standards contained in Ketchum, Municipal Code, Title 16, Subdivision. Many standards are related to the design and construction of multiple new lots that will form new blocks and infrastructure, such as streets that will be dedicated to and maintained by the City. The standards for certain improvements (KMC §16.04.040) are not applicable to this project as this application proposes to subdivide an existing lot within a residential subdivision into 2 townhouse sublots. As conditioned, the request to subdivide meets all applicable standards for Townhouse Final Plats contained in Ketchum Municipal Code’s Subdivision (Title 16) and Zoning (Title 17) regulations. The Townhouse Subdivision does not change the proposed residential use or alter the proposed development as reviewed and approved through Administrative Design Review P17-065, Administrative Design Review Amendments P18-042 and P19-020, Townhouse Subdivision Preliminary Plat P20-030, Building Permit B19-091, and Right-of-Way Encroachment Agreement 22735.

Table 2: Findings Regarding Townhouse Final Plat Requirements

Townhouses Requirements					
Compliant			Standards and City Council Findings		
Yes	No	N/A	Ketchum Municipal Code	City Standards and <i>City Council Findings</i>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.D	<p>D. Final Plat Procedure:</p> <p>1. The final plat procedure contained in subsection 16.04.030G of this chapter shall be followed. However, the final plat shall not be signed by the city clerk and recorded until the townhouse has received either:</p> <ul style="list-style-type: none"> a. A certificate of occupancy issued by the city of Ketchum for all structures in the townhouse development and completion of all design review elements as approved by the planning and zoning administrator; or b. Signed council approval of a phased development project consistent with §16.04.110 herein. <p>2. The council may accept a security agreement for any design review elements not completed on a case by case basis pursuant to title 17, chapter 17.96 of this code.</p>	
			<i>City Council Findings</i>	<p><i>The Final Plat may be signed by the City Clerk in accordance with KMC §16.04.110 as all improvements have been completed to the satisfaction of all City Departments. The townhouse development was issued a Certificate of Occupancy on October 18th, 2021.</i></p>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.E	<p>E. Required Findings: In addition to all Townhouse Developments complying with the applicable provisions of Title 17 and this Subdivision Chapter (§16.04), the Administrator shall find that</p> <ul style="list-style-type: none"> 1. All Townhouse Developments, including each individual subplot, shall not exceed the maximum building coverage requirements of the zoning district. 	

				<p>2. Garage: All garages shall be designated on the preliminary and final plats and on all deeds as part of the particular townhouse units. Detached garages may be platted on separate sublots; provided, that the ownership of detached garages is tied to specific townhouse units on the townhouse plat and in any owner's documents, and that the detached garage(s) may not be sold and/or owned separate from any dwelling unit(s) within the townhouse development.</p>
			<i>City Council Findings</i>	<i>The townhouse development meets the dimensional standards and requirements of the General Residential High Density (GR-H) Zoning District. No detached garages are proposed with this townhome development. Each townhome has its own accessory building. The accessory buildings will be platted on the same sublots as the townhomes.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.F	<p>General Applicability: All other provisions of this chapter and all applicable ordinances, rules and regulations of the city and all other governmental entities having jurisdiction shall be complied with by townhouse subdivisions.</p>
			<i>City Council Findings</i>	<i>All other provisions of this chapter and all applicable ordinances, rules, and regulations of the City and other governmental entities having jurisdiction shall be complied with by the townhouse subdivision.</i>

Table 3: Findings Regarding Final Plat Requirements

Final Plat Requirements				
Compliant			Standards and City Council Findings	
YES	NO	N / A	Ketchum Municipal Code	City Standards and <i>City Council Findings</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K	<p>Contents Of Final Plat: The final plat shall be drawn at such a scale and contain such lettering as to enable same to be placed upon sheets of eighteen inch by twenty four inch (18" x 24") Mylar paper with no part of the drawing nearer to the edge than one-half inch (1/2"), and shall be in conformance with the provisions of title 50, chapter 13, Idaho Code. The reverse side of such sheet shall not be used for any portion of the drawing, but may contain written matter as to dedications, certificates, signatures, and other information. The contents of the final plat shall include all items required under title 50, chapter 13, Idaho Code, and also shall include the following:</p>
			<i>City Council Findings</i>	<i>The Final Plat mylar shall be prepared following Ketchum City Council review and approval of the Final Plat application and shall meet these standards.</i>

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.1	Point of beginning of subdivision description tied to at least two (2) governmental survey corners, or in lieu of government survey corners, to monuments recognized by the city engineer.
			<i>City Council Findings</i>	<i>This standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.2	Location and description of monuments.
			<i>City Council Findings</i>	<i>This standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.3	Tract boundary lines, property lines, lot lines, street right of way lines and centerlines, other rights of way and easement lines, building envelopes as required on the preliminary plat, lot area of each lot, boundaries of floodplain and floodway and avalanche district, all with bearings, accurate dimensions in feet and decimals, in degrees and minutes and radii, arcs, central angles, tangents and chord lengths of all curves to the above accuracy.
			<i>City Council Findings</i>	<i>This standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.4	Names and locations of all adjoining subdivisions.
			<i>City Council Findings</i>	<i>This standard has been met. The neighboring lots within Bavarian Village Subdivision as well as the Smokey Lane Condominiums are indicated on the final plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.5	Name and right of way width of each street and other public rights of way.
			<i>City Council Findings</i>	<i>This standard has been met. The Rember Streets and Bird Drive rights-of-way are indicated on the plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.6	Location, dimension and purpose of all easements, public or private.
			<i>City Council Findings</i>	<i>This standard has been met.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.7	The blocks numbered consecutively throughout each block.
			<i>City Council Findings</i>	<i>This Townhouse Subdivision will subdivide existing Lot 2 within Bavarian Village Subdivision into 2 townhouse sublots. No new blocks are created with the townhouse subdivision.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.8	The outline of any property, other than a street, alley or easement, which is offered for dedication to public use, fully dimensioned by distances and bearings with the area marked "Dedicated to the City of Ketchum for Public Use", together with any other descriptive language with regard to the precise nature of the use of the land so dedicated.
			<i>City Council Findings</i>	<i>N/A as no dedications have been required or proposed for this townhouse subdivision.</i>

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.9	The title, which shall include the name of the subdivision, the name of the city, if appropriate, county and state, and the location and description of the subdivision referenced to section, township, range.
			<i>City Council Findings</i>	<i>This standard has been met. The name of the proposed subdivision is Bavarian Village Townhomes.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.10	Scale, north arrow and date.
			<i>City Council Findings</i>	<i>This standard has been met.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.11	Location, width, and names of all existing or dedicated streets and other public ways within or adjacent to the proposed subdivision
			<i>City Council Findings</i>	<i>N/A. No public streets are existing or proposed within the townhouse subdivision.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.12	A provision in the owner's certificate referencing the county recorder's instrument number where the condominium declaration(s) and/or articles of incorporation of homeowners' association governing the subdivision are recorded.
			<i>City Council Findings</i>	<i>As conditioned, this standard will be met prior to recordation of the Final Plat. The applicant shall include a provision in the owner's certificate referencing the county recorder's instrument number where the article of incorporation of the homeowners' association governing the subdivision are recorded. This reference is included in Plat Note No. 4.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.13	Certificate by registered engineer or surveyor preparing the map certifying to the accuracy of surveying plat.
			<i>City Council Findings</i>	<i>As conditioned, this standard will be met prior to recordation of the Final Plat. The signature block page shall include the surveyor's certification.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.14	A current title report of all property contained within the plat.
			<i>City Council Findings</i>	<i>This standard has been met. A title report and warranty deed were submitted with the Final Plat application and both are current.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.15	Certification of owner(s) of record and all holders of security interest(s) of record with regard to such property.
			<i>City Council Findings</i>	<i>As conditioned (#7), this standard will be met prior to recordation of the Final Plat. The signature block page shall include a certificate of ownership and associated acknowledgement from all owners and holders of security interest with regard to the subject property, which shall be signed following Ketchum City Council review and approval of the application and prior to recordation of the Final Plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.16	Certification and signature of engineer (surveyor) verifying that the subdivision and design standards meet all city requirements.
			<i>City Council Findings</i>	<i>As conditioned (#7), this standard will be met prior to recordation of the Final Plat. The signature block page shall include the certification and signature of the surveyor verifying that the subdivision and design standards meet all City requirements.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.17	Certification and signature of the city engineer verifying that the subdivision and design standards meet all city requirements.

			<i>City Council Findings</i>	<i>As conditioned (#7), this standard will be met prior to recordation of the Final Plat. The signature block page shall include the City Engineer's approval and verification that the subdivision and design standards meet all City requirements.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.18	Certification and signature of the city clerk of the city of Ketchum verifying that the subdivision has been approved by the council.
			<i>City Council Findings</i>	<i>As conditioned (#7), this standard will be met prior to recordation of the Final Plat. The signature block page shall include the certification and signature of the City Clerk verifying the subdivision has been approved by City Council.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.19	Notation of any additional restrictions imposed by the council on the development of such subdivision to provide for the public health, safety and welfare.
			<i>City Council Findings</i>	<i>N/A as no restrictions were imposed by the Ketchum City Council during review of the Preliminary Plat application.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.L	Final Plat Copies: Both a hard copy and a digital copy of the final plat shall be filed with the administrator prior to being placed upon the Council's agenda. A digital copy of the final plat as approved by the council and signed by the city clerk shall be filed with the administrator and retained by the city. The Applicant shall also provide the city with a digital copy of the recorded document with its assigned legal instrument number.
			<i>City Council Findings</i>	<i>This standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.A	Required Improvements: The improvements set forth in this section shall be shown on the preliminary plat and installed prior to approval of the final plat. Construction design plans shall be submitted and approved by the city engineer. All such improvements shall be in accordance with the comprehensive plan and constructed in compliance with construction standard specifications adopted by the city.
			<i>City Council Findings</i>	<i>All project plans for the townhome development were reviewed and approved by City Departments through the project's Design Review, Townhouse Subdivision, and Building Permit applications. All improvements have been inspected by City Departments and completed to their satisfaction. The townhouse development was issued a Certificate of Occupancy on October 18th, 2021. The project's utilities, private driveway, and right-of-way improvements have been installed and completed to the satisfaction of all City Departments. The Right-of-Way Encroachment Agreement 22735 for the placement of the driveway pavers and snowmelt system was approved by City Council on October 18th, 2021.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.B	Improvement Plans: Prior to approval of final plat by the Council, the subdivider shall file two (2) copies with the city engineer, and the city engineer shall approve construction plans for all improvements required

				in the proposed subdivision. Such plans shall be prepared by a civil engineer licensed in the state.
			<i>City Council Findings</i>	<i>City Departments, including Planning, Building, Fire, Streets, City Engineer, and Utilities, reviewed approved all required improvements through Administrative Design Review P17-065, Administrative Design Review Amendments P18-042 and P19-020, Townhouse Subdivision Preliminary Plat P20-030, Building Permit B19-091, and Right-of-Way Encroachment Agreement 22735.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.C	Performance Bond: Prior to final plat approval, the subdivider shall have previously constructed all required improvements and secured a certificate of completion from the city engineer. However, in cases where the required improvements cannot be constructed due to weather, factors beyond the control of the subdivider, or other conditions as determined acceptable at the sole discretion of the city, the city council may accept, in lieu of any or all of the required improvements, a performance bond filed with the city clerk to ensure actual construction of the required improvements as submitted and approved. Such performance bond shall be issued in an amount not less than one hundred fifty percent (150%) of the estimated costs of improvements as determined by the city engineer. In the event the improvements are not constructed within the time allowed by the city council (which shall be two years or less, depending upon the individual circumstances), the council may order the improvements installed at the expense of the subdivider and the surety. In the event the cost of installing the required improvements exceeds the amount of the bond, the subdivider shall be liable to the city for additional costs. The amount that the cost of installing the required improvements exceeds the amount of the performance bond shall automatically become a lien upon any and all property within the subdivision owned by the owner and/or subdivider.
			<i>City Council Findings</i>	<i>No performance bond is needed as all improvements are complete. All project plans for the townhome development were reviewed and approved by City Departments through the project's Design Review, Townhouse Subdivision, and Building Permit applications. All improvements have been inspected by City Departments and completed to their satisfaction. The townhouse development was issued a Certificate of Occupancy on October 18th, 2021. The project's utilities, private driveway, and right-of-way improvements have been installed and completed to the satisfaction of all City Departments. The Right-of-Way Encroachment Agreement 22735 for the placement of the driveway pavers and snowmelt system was approved by City Council on October 18th, 2021.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.D	As Built Drawing: Prior to acceptance by the city council of any improvements installed by the subdivider, two (2) sets of as built plans and specifications, certified by the subdivider's engineer, shall be filed

				with the city engineer. Within ten (10) days after completion of improvements and submission of as built drawings, the city engineer shall certify the completion of the improvements and the acceptance of the improvements, and shall submit a copy of such certification to the administrator and the subdivider. If a performance bond has been filed, the administrator shall forward a copy of the certification to the city clerk. Thereafter, the city clerk shall release the performance bond upon application by the subdivider.
			<i>City Council Findings</i>	<i>All project plans for the townhome development were reviewed and approved by City Departments through the project's Design Review, Townhouse Subdivision, and Building Permit applications. All improvements have been inspected by City Departments and completed to their satisfaction. The townhouse development was issued a Certificate of Occupancy on October 18th, 2021. The project's utilities, private driveway, and right-of-way improvements have been installed and completed to the satisfaction of all City Departments. The Right-of-Way Encroachment Agreement 22735 for the placement of the driveway pavers and snowmelt system was approved by City Council on October 18th, 2021.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.E	<p>Monumentation: Following completion of construction of the required improvements and prior to certification of completion by the city engineer, certain land survey monuments shall be reset or verified by the subdivider's engineer or surveyor to still be in place. These monuments shall have the size, shape, and type of material as shown on the subdivision plat. The monuments shall be located as follows:</p> <ol style="list-style-type: none"> 1. All angle points in the exterior boundary of the plat. 2. All street intersections, points within and adjacent to the final plat. 3. All street corner lines ending at boundary line of final plat. 4. All angle points and points of curves on all streets. 5. The point of beginning of the subdivision plat description.
			<i>City Council Findings</i>	<i>The applicant shall meet the required monumentation standards prior to recordation of the Final Plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.F	<p>Lot Requirements:</p> <ol style="list-style-type: none"> 1. Lot size, width, depth, shape and orientation and minimum building setback lines shall be in compliance with the zoning district in which the property is located and compatible with the location of the subdivision and the type of development, and preserve solar access to adjacent properties and buildings. 2. Whenever a proposed subdivision contains lot(s), in whole or in part, within the floodplain, or which contains land with a slope in excess of twenty five percent (25%), based upon natural contours, or creates corner lots at the intersection of two (2) or more streets, building envelopes shall be shown for the lot(s) so affected on the preliminary and final plats. The building envelopes shall be located in a manner

			<p>designed to promote harmonious development of structures, minimize congestion of structures, and provide open space and solar access for each lot and structure. Also, building envelopes shall be located to promote access to the lots and maintenance of public utilities, to minimize cut and fill for roads and building foundations, and minimize adverse impact upon environment, watercourses and topographical features. Structures may only be built on buildable lots. Lots shall only be created that meet the definition of "lot, buildable" in section 16.04.020 of this chapter. Building envelopes shall be established outside of hillsides of twenty five percent (25%) and greater and outside of the floodway. A waiver to this standard may only be considered for the following:</p> <ul style="list-style-type: none"> a. For lot line shifts of parcels that are entirely within slopes of twenty five percent (25%) or greater to create a reasonable building envelope, and mountain overlay design review standards and all other city requirements are met. b. For small, isolated pockets of twenty five percent (25%) or greater that are found to be in compliance with the purposes and standards of the mountain overlay district and this section. <p>3. Corner lots outside of the original Ketchum Townsite shall have a property line curve or corner of a minimum radius of twenty five feet (25') unless a longer radius is required to serve an existing or future use.</p> <p>4. Side lot lines shall be within twenty degrees (20°) to a right angle or radial line to the street line.</p> <p>5. Double frontage lots shall not be created. A planting strip shall be provided along the boundary line of lots adjacent to arterial streets or incompatible zoning districts.</p> <p>6. Every lot in a subdivision shall have a minimum of twenty feet (20') of frontage on a dedicated public street or legal access via an easement of twenty feet (20') or greater in width. Easement shall be recorded in the office of the Blaine County recorder prior to or in conjunction with recordation of the final plat. Minimum lot sizes in all cases shall be reversed frontage lot(s).</p>
			<p><i>City Council Findings</i></p> <p><i>Standards 4, 5, and 6 have been met. Standards 2 and 3 are not applicable. Standard 1 has been met. Existing Lot 2 of Bavarian Village Subdivision has a lot width of 68 feet, which is nonconforming to the 80-foot average lot width required in the GR-H Zone. The townhouse subplot subdivision does not increase the degree of nonconformity. The size, shape, and orientation meet the standards required in the GR-H Zone.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>16.04.040.G</p> <p>G. Block Requirements: The length, width and shape of blocks within a proposed subdivision shall conform to the following requirements:</p> <ul style="list-style-type: none"> 1. No block shall be longer than one thousand two hundred feet (1,200'), nor less than four hundred feet (400') between the street intersections, and shall have sufficient depth to provide for two (2) tiers of lots.

				<p>2. Blocks shall be laid out in such a manner as to comply with the lot requirements.</p> <p>3. The layout of blocks shall take into consideration the natural topography of the land to promote access within the subdivision and minimize cuts and fills for roads and minimize adverse impact on environment, watercourses and topographical features.</p> <p>4. Except in the original Ketchum Townsite, corner lots shall contain a building envelope outside of a seventy five foot (75') radius from the intersection of the streets.</p>
			<i>City Council Findings</i>	<i>This Townhouse Subdivision application does not create a new block. This requirement is not applicable.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H	<p>Street Improvement Requirements:</p> <p>1. The arrangement, character, extent, width, grade and location of all streets put in the proposed subdivision shall conform to the comprehensive plan and shall be considered in their relation to existing and planned streets, topography, public convenience and safety, and the proposed uses of the land;</p> <p>2. All streets shall be constructed to meet or exceed the criteria and standards set forth in chapter 12.04 of this code, and all other applicable ordinances, resolutions or regulations of the city or any other governmental entity having jurisdiction, now existing or adopted, amended or codified;</p> <p>3. Where a subdivision abuts or contains an existing or proposed arterial street, railroad or limited access highway right of way, the council may require a frontage street, planting strip, or similar design features;</p> <p>4. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods;</p> <p>5. Street grades shall not be less than three-tenths percent (0.3%) and not more than seven percent (7%) so as to provide safe movement of traffic and emergency vehicles in all weather and to provide for adequate drainage and snow plowing;</p> <p>6. In general, partial dedications shall not be permitted, however, the council may accept a partial street dedication when such a street forms a boundary of the proposed subdivision and is deemed necessary for the orderly development of the neighborhood, and provided the council finds it practical to require the dedication of the remainder of the right of way when the adjoining property is subdivided. When a partial street exists adjoining the proposed subdivision, the remainder of the right of way shall be dedicated;</p> <p>7. Dead end streets may be permitted only when such street terminates at the boundary of a subdivision and is necessary for the development of the subdivision or the future development of the adjacent property. When such a dead end street serves more than two (2) lots, a</p>

			<p>temporary turnaround easement shall be provided, which easement shall revert to the adjacent lots when the street is extended;</p> <p>8. A cul-de-sac, court or similar type street shall be permitted only when necessary to the development of the subdivision, and provided, that no such street shall have a maximum length greater than four hundred feet (400') from entrance to center of turnaround, and all cul-de-sacs shall have a minimum turnaround radius of sixty feet (60') at the property line and not less than forty five feet (45') at the curb line;</p> <p>9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°);</p> <p>10. Where any street deflects an angle of ten degrees (10°) or more, a connecting curve shall be required having a minimum centerline radius of three hundred feet (300') for arterial and collector streets, and one hundred twenty five feet (125') for minor streets;</p> <p>11. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited;</p> <p>12. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets;</p> <p>13. Proposed streets which are a continuation of an existing street shall be given the same names as the existing street. All new street names shall not duplicate or be confused with the names of existing streets within Blaine County, Idaho. The subdivider shall obtain approval of all street names within the proposed subdivision from the County Assessor's office before submitting same to council for preliminary plat approval;</p> <p>14. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills;</p> <p>15. Street patterns of residential areas shall be designed to create areas free of through traffic, but readily accessible to adjacent collector and arterial streets;</p> <p>16. Reserve planting strips controlling access to public streets shall be permitted under conditions specified and shown on the final plat, and all landscaping and irrigation systems shall be installed as required improvements by the subdivider;</p> <p>17. In general, the centerline of a street shall coincide with the centerline of the street right of way, and all crosswalk markings shall be installed by the subdivider as a required improvement;</p> <p>18. Street lighting shall be required consistent with adopted city standards and where designated shall be installed by the subdivider as a requirement improvement;</p> <p>19. Private streets may be allowed upon recommendation by the commission and approval by the Council. Private streets shall be constructed to meet the design standards specified in subsection H2 of this section and chapter 12.04 of this code;</p> <p>20. Street signs shall be installed by the subdivider as a required improvement of a type and design approved by the Administrator and</p>
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				<p>shall be consistent with the type and design of existing street signs elsewhere in the City;</p> <p>21. Whenever a proposed subdivision requires construction of a new bridge, or will create substantial additional traffic which will require construction of a new bridge or improvement of an existing bridge, such construction or improvement shall be a required improvement by the subdivider. Such construction or improvement shall be in accordance with adopted standard specifications;</p> <p>22. Sidewalks, curbs and gutters shall be required consistent with adopted city standards and where designated shall be a required improvement installed by the subdivider;</p> <p>23. Gates are prohibited on private roads and parking access/entranceways, private driveways accessing more than one single-family dwelling unit and one accessory dwelling unit, and public rights-of-way unless approved by the City Council; and</p> <p>24. No new public or private streets or flag lots associated with a proposed subdivision (land, planned unit development, townhouse, condominium) are permitted to be developed on parcels within the Avalanche Zone.</p>
			<i>City Council Findings</i>	<i>This Townhouse Subdivision does not create new street, public road, or bridge. The townhomes are accessed from Rember Street. The subdivision is not located within the Avalanche Zone. These standards are not applicable.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.I	<p>Alley Improvement Requirements: Alleys shall be provided in, commercial and light industrial zoning districts. The width of an alley shall be not less than twenty feet (20'). Alley intersections and sharp changes in alignment shall be avoided, but where necessary, corners shall be provided to permit safe vehicular movement. Dead end alleys shall be permitted only within the original Ketchum Townsite and only after due consideration of the interests of the owners of property adjacent to the dead-end alley including, but not limited to, the provision of fire protection, snow removal and trash collection services to such properties. Improvement of alleys shall be done by the subdivider as required improvement and in conformance with design standards specified in subsection H2 of this section.</p>
			<i>City Council Findings</i>	<i>This proposal does not create a new alley. This standard is not applicable as the proposed townhome units are located within a residential neighborhood and alleys are not required to be provided.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.J	<p>Required Easements: Easements, as set forth in this subsection, shall be required for location of utilities and other public services, to provide adequate pedestrian circulation and access to public waterways and lands.</p> <p>1. A public utility easement at least ten feet (10') in width shall be required within the street right-of-way boundaries of all private streets.</p>

			<p>A public utility easement at least five feet (5') in width shall be required within property boundaries adjacent to Warm Springs Road and within any other property boundary as determined by the City Engineer to be necessary for the provision of adequate public utilities.</p> <p>2. Where a subdivision contains or borders on a watercourse, drainageway, channel or stream, an easement shall be required of sufficient width to contain such watercourse and provide access for private maintenance and/or reconstruction of such watercourse.</p> <p>3. All subdivisions which border the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a ten foot (10') fish and nature study easement along the riverbank. Furthermore, the Council shall require, in appropriate areas, an easement providing access through the subdivision to the bank as a sportsman's access. These easement requirements are minimum standards, and in appropriate cases where a subdivision abuts a portion of the river adjacent to an existing pedestrian easement, the Council may require an extension of that easement along the portion of the riverbank which runs through the proposed subdivision.</p> <p>4. All subdivisions which border on the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a twenty five foot (25') scenic easement upon which no permanent structure shall be built in order to protect the natural vegetation and wildlife along the riverbank and to protect structures from damage or loss due to riverbank erosion.</p> <p>5. No ditch, pipe or structure for irrigation water or irrigation wastewater shall be constructed, rerouted or changed in the course of planning for or constructing required improvements within a proposed subdivision unless same has first been approved in writing by the ditch company or property owner holding the water rights. A written copy of such approval shall be filed as part of required improvement construction plans.</p> <p>6. Nonvehicular transportation system easements including pedestrian walkways, bike paths, equestrian paths, and similar easements shall be dedicated by the subdivider to provide an adequate nonvehicular transportation system throughout the City.</p>
			<p><i>City Council Findings</i></p> <p><i>All required and existing easements have been provided and shown on the plat map.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>16.04.040.K Sanitary Sewage Disposal Improvements: Central sanitary sewer systems shall be installed in all subdivisions and connected to the Ketchum sewage treatment system as a required improvement by the subdivider. Construction plans and specifications for central sanitary sewer extension shall be prepared by the subdivider and approved by</p>

				<p>the City Engineer, Council and Idaho Health Department prior to final plat approval. In the event that the sanitary sewage system of a subdivision cannot connect to the existing public sewage system, alternative provisions for sewage disposal in accordance with the requirements of the Idaho Department of Health and the Council may be constructed on a temporary basis until such time as connection to the public sewage system is possible. In considering such alternative provisions, the Council may require an increase in the minimum lot size and may impose any other reasonable requirements which it deems necessary to protect public health, safety and welfare.</p>
			<i>City Council Findings</i>	<i>The development is connected to the municipal sewer system. The development's sewer services have been completed to the satisfaction of City Departments.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.L	<p>Water System Improvements: A central domestic water distribution system shall be installed in all subdivisions by the subdivider as a required improvement. The subdivider shall also be required to locate and install an adequate number of fire hydrants within the proposed subdivision according to specifications and requirements of the City under the supervision of the Ketchum Fire Department and other regulatory agencies having jurisdiction. Furthermore, the central water system shall have sufficient flow for domestic use and adequate fire flow. All such water systems installed shall be looped extensions, and no dead end systems shall be permitted. All water systems shall be connected to the Municipal water system and shall meet the standards of the following agencies: Idaho Department of Public Health, Idaho Survey and Rating Bureau, District Sanitarian, Idaho State Public Utilities Commission, Idaho Department of Reclamation, and all requirements of the City.</p>
			<i>City Council Findings</i>	<i>The townhome unit is connected to the municipal water system. The development is connected to the municipal water system. The development's water services have been completed to the satisfaction of City Departments.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.M	<p>Planting Strip Improvements: Planting strips shall be required improvements. When a predominantly residential subdivision is proposed for land adjoining incompatible uses or features such as highways, railroads, commercial or light industrial districts or off street parking areas, the subdivider shall provide planting strips to screen the view of such incompatible features. The subdivider shall submit a landscaping plan for such planting strip with the preliminary plat application, and the landscaping shall be a required improvement.</p>
			<i>City Council Findings</i>	<i>This standard is not applicable as the sublots are located within an existing residential neighborhood and the subject property does not adjoin incompatible uses or features.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.N	<p>Cuts, Fills, And Grading Improvements: Proposed subdivisions shall be carefully planned to be compatible with natural topography, soil</p>

				<p>conditions, geology and hydrology of the site, as well as to minimize cuts, fills, alterations of topography, streams, drainage channels, and disruption of soils and vegetation. The design criteria shall include the following:</p> <ol style="list-style-type: none"> 1. A preliminary soil report prepared by a qualified engineer may be required by the commission and/or Council as part of the preliminary plat application. 2. Preliminary grading plan prepared by a civil engineer shall be submitted as part of all preliminary plat applications. Such plan shall contain the following information: <ol style="list-style-type: none"> a. Proposed contours at a maximum of five foot (5') contour intervals. b. Cut and fill banks in pad elevations. c. Drainage patterns. d. Areas where trees and/or natural vegetation will be preserved. e. Location of all street and utility improvements including driveways to building envelopes. f. Any other information which may reasonably be required by the Administrator, commission or Council to adequately review the affect of the proposed improvements. 3. Grading shall be designed to blend with natural landforms and to minimize the necessity of padding or terracing of building sites, excavation for foundations, and minimize the necessity of cuts and fills for streets and driveways. 4. Areas within a subdivision which are not well suited for development because of existing soil conditions, steepness of slope, geology or hydrology shall be allocated for open space for the benefit of future property owners within the subdivision. 5. Where existing soils and vegetation are disrupted by subdivision development, provision shall be made by the subdivider for revegetation of disturbed areas with perennial vegetation sufficient to stabilize the soil upon completion of the construction. Until such times as such revegetation has been installed and established, the subdivider shall maintain and protect all disturbed surfaces from erosion. 6. Where cuts, fills, or other excavations are necessary, the following development standards shall apply: <ol style="list-style-type: none"> a. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability. b. Fills shall be compacted to at least ninety five percent (95%) of maximum density as determined by AASHO T99 (American Association of State Highway Officials) and ASTM D698 (American Standard Testing Methods). c. Cut slopes shall be no steeper than two horizontal to one vertical (2:1). Subsurface drainage shall be provided as necessary for stability.
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				<p>d. Fill slopes shall be no steeper than three horizontal to one vertical (3:1). Neither cut nor fill slopes shall be located on natural slopes of three to one (3:1) or steeper, or where fill slope toes out within twelve feet (12') horizontally of the top and existing or planned cut slope.</p> <p>e. Toes of cut and fill slopes shall be set back from property boundaries a distance of three feet (3'), plus one-fifth (1/5) of the height of the cut or the fill, but may not exceed a horizontal distance of ten feet (10'); tops and toes of cut and fill slopes shall be set back from structures at a distance of at least six feet (6'), plus one-fifth (1/5) of the height of the cut or the fill. Additional setback distances shall be provided as necessary to accommodate drainage features and drainage structures.</p>
			<i>City Council Findings</i>	<i>The project's grading improvements were reviewed and approved by City Departments through Design Review Application File No. P19-140, Right-of-Way Encroachment Agreement 20565, and Building Permits B20-033, B20-35, B20-066, B20-116, B20-121, and B21-008.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.O	<p>Drainage Improvements: The subdivider shall submit with the preliminary plat application such maps, profiles, and other data prepared by an engineer to indicate the proper drainage of the surface water to natural drainage courses or storm drains, existing or proposed. The location and width of the natural drainage courses shall be shown as an easement common to all owners within the subdivision and the City on the preliminary and final plat. All natural drainage courses shall be left undisturbed or be improved in a manner that will increase the operating efficiency of the channel without overloading its capacity. An adequate storm and surface drainage system shall be a required improvement in all subdivisions and shall be installed by the subdivider. Culverts shall be required where all water or drainage courses intersect with streets, driveways or improved public easements and shall extend across and under the entire improved width including shoulders.</p>
			<i>City Council Findings</i>	<i>The project's drainage improvements were reviewed and approved by City Departments through Administrative Design Review P17-065, Administrative Design Review Amendments P18-042 and P19-020, and Building Permit B19-091.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.P	<p>Utilities: In addition to the terms mentioned in this section, all utilities including, but not limited to, electricity, natural gas, telephone and cable services shall be installed underground as a required improvement by the subdivider. Adequate provision for expansion of such services within the subdivision or to adjacent lands including installation of conduit pipe across and underneath streets shall be installed by the subdivider prior to construction of street improvements.</p>
			<i>City Council Findings</i>	<i>All utilities required to serve the townhome development, including natural gas, telephone, cable, and electricity have been installed.</i>

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.Q	Off Site Improvements: Where the off site impact of a proposed subdivision is found by the commission or Council to create substantial additional traffic, improvements to alleviate that impact may be required of the subdivider prior to final plat approval, including, but not limited to, bridges, intersections, roads, traffic control devices, water mains and facilities, and sewer mains and facilities.
			<i>City Council Findings</i>	<i>No off-site improvements are required with this townhouse subdivision.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.R	Avalanche And Mountain Overlay: All improvements and plats (land, planned unit development, townhouse, condominium) created pursuant to this chapter shall comply with City of Ketchum Avalanche Zone District and Mountain Overlay Zoning District requirements as set forth in Title 17 of this Code.
			<i>City Council Findings</i>	<i>N/A. The property is not located within the Avalanche Zone or Mountain Overlay.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.S	Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.
			<i>City Council Findings</i>	<i>N/A. No existing natural features that would have enhanced the attractiveness of the townhome subdivision were present on Lot 2. The project's new landscaping will beautify the townhome development.</i>

CONCLUSIONS OF LAW

1. The City of Ketchum is a municipal corporation established in accordance with Article XII of the Constitution of the State of Idaho and Title 50 Idaho Code and is required and has exercised its authority pursuant to the Local Land Use Planning Act codified at Chapter 65 of Title 67 Idaho Code and pursuant to Chapters 3, 9 and 13 of Title 50 Idaho Code to enact the Ordinances and regulations, which Ordinances are codified in the Ketchum City Code (“KMC”) and are identified in the Findings of Fact and which are herein restated as Conclusions of Law by this reference and which City Ordinances govern the Applicant’s Townhouse Subdivision Final Plat application for the development and use of the project site.
2. The Council has authority to hear the applicant’s Townhouse Subdivision application pursuant to Chapter 16.04 of Ketchum Code Title 16.
3. The Townhouse Subdivision Final Plat application is governed under Sections 16.04.010, 16.04.020, 16.04.030, 16.04.080, and 16.04.110 of Ketchum Municipal Code Chapter 16.04.
3. The proposed Townhouse Subdivision for the Bavarian Village Townhomes developments meets the standards for Townhouse Final Plats under Title 16 of Ketchum Municipal Code subject to conditions of approval.

DECISION

THEREFORE, the Ketchum City Council **approves** this Townhouse Subdivision Final Plat application this Thursday, November 18th, 2021 subject to the following conditions:

CONDITIONS OF APPROVAL

1. The Covenants, Conditions, and Restrictions (CC&R’s) shall be simultaneously recorded with the Final Plat, and the City will not now, nor in the future, determine the validity of the CC&R’s.
3. The recorded plat shall show a minimum of two Blaine County Survey Control Monuments with ties to the property and an inverse between the two monuments. The Survey Control Monuments shall be clearly identified on the face of the map.
4. An electronic CAD file shall be submitted to the City of Ketchum prior to final plat signature by the City Clerk. The electronic CAD file shall be submitted to the Blaine County Recorder’s office concurrent with the recording of the Plat containing the following minimum data:
 - a. Line work delineating all parcels and roadways on a CAD layer/level designated as “parcel”;
 - b. Line work delineating all roadway centerlines on a CAD layer/level designated as “road”;
 - and,
 - c. Line work that reflects the ties and inverses for the Survey Control Monuments shown on the face of the Plat shall be shown on a CAD layer/level designated as “control”;
 - and,
5. All information within the electronic file shall be oriented and scaled to Grid per the Idaho State Plane Coordinate System, Central Zone, NAD1983 (1992), U.S. Survey Feet, using the Blaine County Survey Control Network. Electronic CAD files shall be submitted in a “.dwg”, “.dgn” or “.shp” format and shall be submitted digitally to the City on a compact disc. When the endpoints of the lines submitted are indicated as coincidental with another line, the CAD line endpoints shall be separated by no greater than 0.0001 drawing units.

6. The applicant shall provide a copy of the recorded Final Plat and the associated condominium owners' documents to the Planning and Building Department for the official file on the application.
7. The Final Plat mylar shall contain all items required under Title 50, Chapter 13, Idaho Code as well as all items required pursuant to KMC §16.04.030J including certificates and signatures.
8. The project shall comply with all governing ordinances, requirements, and regulations of the Fire Department (2012 International Fire Code and local Fire Protection Ordinance No.1125), Building Department (2012 International Building Code, the 2012 International Residential Code, and Title 15 of Ketchum Municipal Code), Utilities Department, Street Department (Title 12 of Ketchum Municipal Code), and the City Engineer.
9. The Bavarian Village Townhomes development, including the final plat, is subject to Administrative Design Review P17-065, Administrative Design Review Amendments P18-042 and P19-020, Townhouse Subdivision Preliminary Plat P20-030, Building Permit B19-091, and Right-of-Way Encroachment Agreement 22735.

Findings of Fact **adopted** this 18th day of November 2021

Neil Bradshaw, Mayor

Tara Fenwick, City Clerk



City of Ketchum
Planning & Building

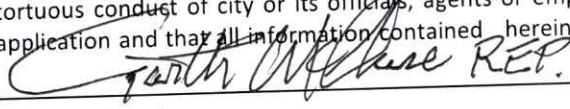

OFFICIAL USE ONLY	
Application Number:	
Date Received:	10/20/21
By:	S Barkala
Fee Paid:	
Approved Date:	
By:	

Subdivision Application

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

APPLICANT INFORMATION			
Name of Proposed Subdivision: Bavarian Village Townhomes			
Owner of Record: Timothy J. Linehan			
Address of Owner: 9038 15th Ave, Seattle WA 98117			
Representative of Owner: Garth McClure, Benchmark Associates			
Legal Description: Lot 2, Bavarian Village Subdivision			
Street Address: 112 Rember Street			
SUBDIVISION INFORMATION			
Number of Lots/Parcels: 2			
Total Land Area: Sublot 1: 4539 SF Sublot 2: 4539 SF			
Current Zoning District: GR-H			
Proposed Zoning District: GR-H			
Overlay District: N/A			
TYPE OF SUBDIVISION			
Condominium <input type="checkbox"/>	Land <input type="checkbox"/>	PUD <input type="checkbox"/>	Townhouse <input checked="" type="checkbox"/>
Adjacent land in same ownership in acres or square feet:			
Easements to be dedicated on the final plat:			
Existing 5' utility & drainage esmt. per CC&R's; 7' x 8' electrical esmt			
Briefly describe the improvements to be installed prior to final plat approval:			
2 townhouse units, paved driveways, utilities, drywells			
ADDITIONAL INFORMATION			
All lighting must be in compliance with the City of Ketchum's Dark Sky Ordinance			
One (1) copy of Articles of Incorporation and By-Laws of Homeowners Associations and/or Condominium Declarations			
One (1) copy of current title report and owner's recorded deed to the subject property			
One (1) copy of the preliminary plat			
All files should be submitted in an electronic format.			

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

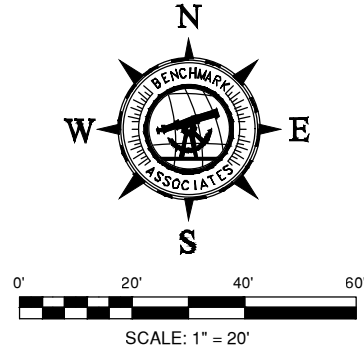
 REP. 10.20.21 
 Applicant Signature Date

BAVARIAN VILLAGE TOWNHOMES

LOCATED WITHIN: SECTION 13, TOWNSHIP 4 NORTH, RANGE 17 EAST, B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO

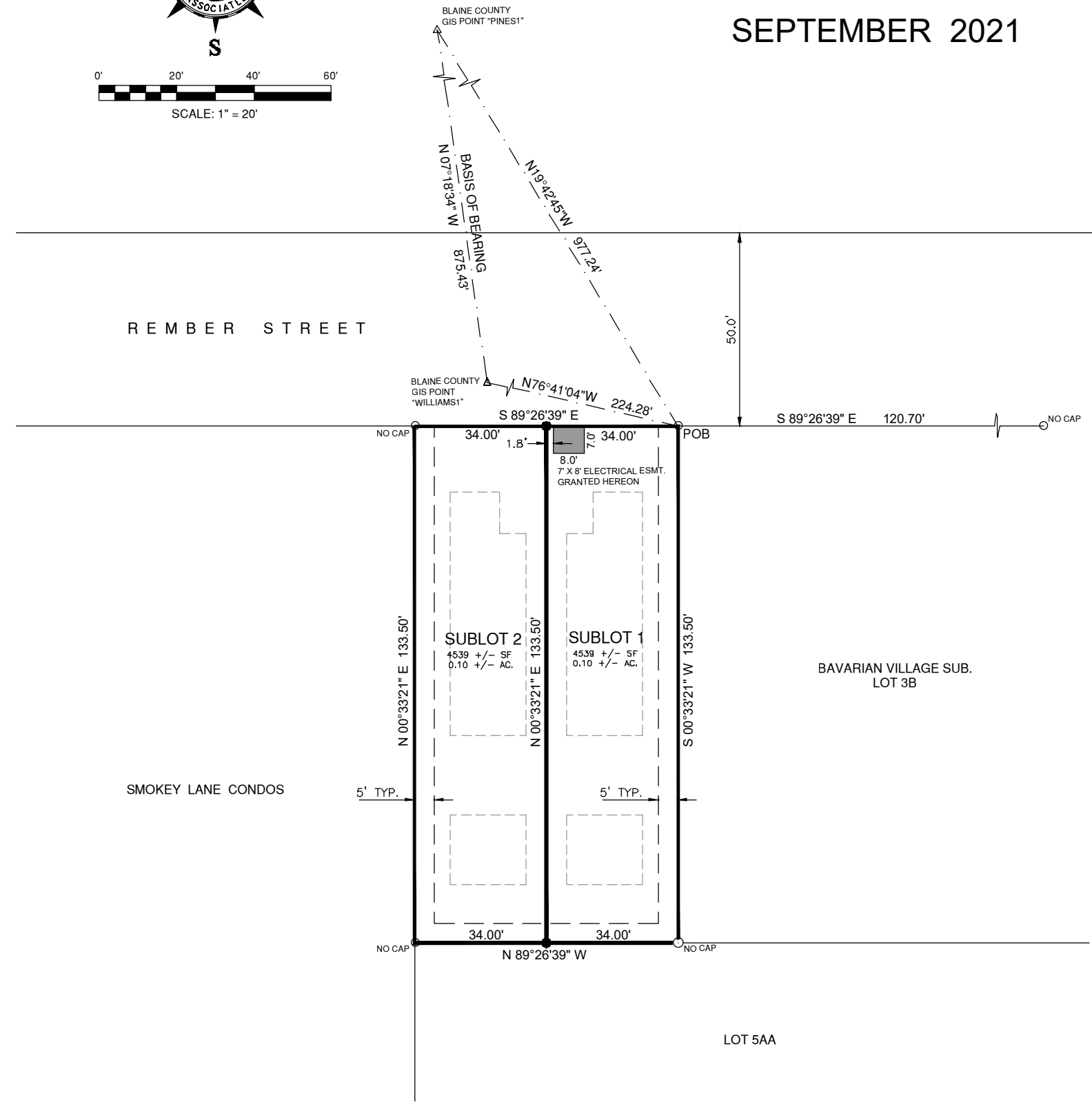
A TOWNHOUSE SUBDIVISION OF LOT 2, BAVARIAN VILLAGE SUBDIVISION.

SEPTEMBER 2021



LEGEND:

- PROPERTY LINE
- 5' UTILITY AND DRAINAGE EASEMENT (PER CC&R'S)
- BUILDING FOOTPRINT
- PUBLIC MONUMENT TIE
- FOUND 1/2" REBAR
- FOUND 5/8" REBAR



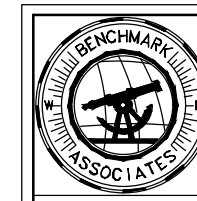
SURVEYOR NARRATIVE & NOTES

1. THE PURPOSE OF THIS PLAT IS TO REPLAT LOT 2, BAVARIAN VILLAGE SUBDIVISION INTO TOWNHOMES AS SHOWN. THE BOUNDARY SHOWN IS BASED ON FOUND MONUMENTS AND THE RECORDED PLAT OF BAVARIAN VILLAGE SUBDIVISION, INSTRUMENT NO. 139821, RECORDS OF BLAINE COUNTY, IDAHO. ALL FOUND MONUMENTS WERE ACCEPTED AS EITHER ORIGINAL OR REPLACEMENTS OF ORIGINAL CORNERS.
2. ALL TOWNHOUSE OWNERS SHALL HAVE MUTUAL RECIPROCAL EASEMENTS FOR EXISTING AND FUTURE PUBLIC AND PRIVATE UTILITIES INCLUDING, BUT NOT LIMITED TO, WATER, CABLE TV, SEWER, NATURAL GAS, TELEPHONE, AND ELECTRIC LINES OVER, UNDER AND ACROSS THEIR TOWNHOUSE SUBLOTS AND COMMON AREA FOR THE REPAIR, MAINTENANCE AND REPLACEMENT THEREOF.
3. THE TOWNHOME DECLARATION AND PARTY WALL AGREEMENT FOR BAVARIAN VILLAGE TOWNHOMES ARE RECORDED AS INST. NO. _____, RECORDS OF BLAINE COUNTY, IDAHO.
4. THE CURRENT ZONING IS GENERAL RESIDENTIAL HIGH DENSITY (GR-H). REFER TO THE CITY OF KETCHUM ZONING CODE FOR MORE INFORMATION ABOUT THIS ZONE.

HEALTH CERTIFICATE

Sanitary restrictions as required by Idaho Code Title 50, Chapter 13, have been satisfied. Sanitary restrictions may be reimposed, in accordance with Idaho Code Title 50, Chapter 13, Section 50-1326, by the issuance of a certificate of disapproval.

Date: _____ South Central Public Health District, REHS



BAVARIAN VILLAGE TOWNHOMES

LOCATED WITHIN: SECTION 13, T4N, R17E, B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO

PREPARED FOR: TIMOTHY LINEHAN

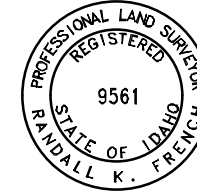
PROJECT NO. 19162	DWG BY: DWS/CPL	FILE: 19162PG1.DWG
FINAL PLAT	DATE: 09/10/2021	SHEET: 1 OF 3

BAVARIAN VILLAGE TOWNHOMES

SURVEYOR'S CERTIFICATE

I, Randall K. French, a duly Registered Professional Land Surveyor in the State of Idaho, do hereby certify that this is a true and accurate map of the land surveyed under my direct supervision in accordance with the State of Idaho Code relating to plats and surveys.

RANDALL K. FRENCH, P.L.S. #9561



COUNTY SURVEYOR'S APPROVAL

This is to certify that I, SAM YOUNG, County Surveyor for Blaine County, Idaho, have checked the foregoing plat and computations for making the same and have determined that they comply with the laws of the State of Idaho relating thereto.

BLAINE COUNTY SURVEYOR

DATE

CITY ENGINEER'S APPROVAL

I, _____, City Engineer for Ketchum, Idaho do hereby approve the foregoing plat.

By: _____

DATE

CITY OF KETCHUM APPROVAL

I, _____, Planner in and for the City of Ketchum, do hereby certify that the foregoing plat was duly accepted and approved according to the Ketchum Subdivision Ordinance.

By: _____

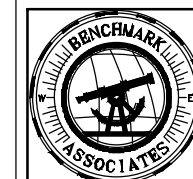
Certified by: _____

TARA FENWICK, City Clerk

BLAINE COUNTY TREASURER'S CERTIFICATE

On this ____ day of _____, 20____, the foregoing plat was approved and accepted by the Blaine County Treasurer, Blaine County, Idaho.

By: _____



BAVARIAN VILLAGE TOWNHOMES

LOCATED WITHIN: SECTION 13, T4N, R17E, B.M.,
CITY OF KETCHUM, BLAINE COUNTY, IDAHO

PREPARED FOR: TIMOTHY LINEHAN

PROJECT NO. 19162	DWG BY: CPL	FILE: 19162CRT.DWG
FINAL PLAT	DATE: 08/09/2021	SHEET: 3 OF 3



WARRANTY DEED

FOR VALUE RECEIVED

The Ochi Blaine County LLC, an Idaho Limited Liability Company,
the Grantor, hereby grants, bargains, sells, conveys and warrants unto

Timothy J. Linehan, an unmarried man

the Grantee, whose current address is: 9038 15th Ave, Seattle, ID 98117


the following described premises, to-wit:

Lot 2 of BAVARIAN VILLAGE SUBDIVISION, according to the official plat thereof, recorded as Instrument No. 139821, records of Blaine County, Idaho.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except those to which this conveyance is expressly made subject to and those made, suffered or done by the Grantee; and subject to all existing patent reservations; restrictions in railroad deeds of record; easements and rights of way established and of record; protective covenants of record; zoning ordinances and applicable building codes, use restrictions, ordinances, laws and regulations of any governmental unit; general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable; and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

Dated this 25 day of July, 2017.

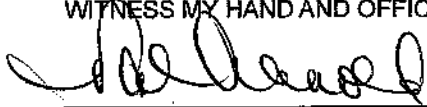
THE OCHI BLAINE COUNTY LLC

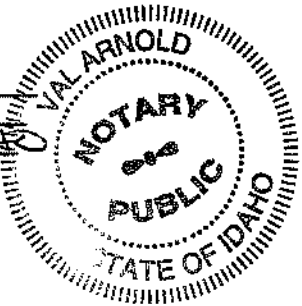

Jonathan Roy Ochi
Manager

State of IDAHO
County of BONNEVILLE

On this 25 day of July, 2017, before me, the undersigned, a Notary Public, in and for said State, personally appeared Jonathan Roy Ochi, known to me, and/or identified to me on the basis of satisfactory evidence, to be the Manager of the Limited Liability Company that executed the within instrument and the foregoing instrument was signed on behalf of said company by authority of its members and acknowledged to me that he/she/they executed the same.

WITNESS MY HAND AND OFFICIAL SEAL.


Notary Public VAL ARNOLD
Residing at: 1514 County IDAHO
My Commission Expires: 11/8/18



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:


Authorized Countersignature

Blaine County Title, Inc.
360 Sun Valley Road
P.O. Box 3176
Ketchum, ID 83340
Agent ID: 120037

stewart
title guaranty company





Matt Morris
President and CEO



Denise Carraux
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.: 1921964

Lot Book Guarantee (6-6-92)

Page 1 of 3 of Policy Serial No.: G-0000-016583608

GUARANTEE CONDITIONS AND STIPULATIONS

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

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File No.: 1921964

Lot Book Guarantee (6-6-92)

Page 2 of 3 of Policy Serial No.: G-0000-016583608

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 price.

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

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

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

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

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

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

- (a) the amount of liability stated in Schedule A;
- (b) 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
- (c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

9. Limitation of Liability –

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

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

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

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

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

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

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

14. Liability Limited to This Guarantee; Guarantee Entire Contract –

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- (b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- (c) No amendment 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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File No.: 1921964

Lot Book Guarantee (6-6-92)

Page 3 of 3 of Policy Serial No.: G-0000-016583608

**LOT BOOK GUARANTEE
SCHEDULE A**

File No.: 1921964

Guarantee No.: G-0000-016583608

Date of Guarantee: November 04, 2019 at 8:00 am

Liability: \$1,000.00

Premium: \$120.00

A. Assured:

Benchmark Associates

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:

Lot 2 of BAVARIAN VILLAGE SUBDIVISION, according to the official plat thereof, recorded as Instrument No. 139821, records of Blaine County, Idaho.

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

Warranty Deed, recorded as Document No. 645398, conveying said real property to:

Timothy J. Linehan, an unmarried man

3. 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:

1. 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.

4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.

5. (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.
6. Any lien or right to a lien for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
7. 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. Stewart 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.
8. General taxes for the year 2019, a lien in the amount of \$2,358.12, of which the first half is due on or before December 20, 2019 and the second half is due on or before June 20, 2020. (Parcel No. RPK04200000020)
9. Water and sewer charges of the City of Ketchum.
10. Ketchum rubbish charges billed by Clear Creek Disposal.
11. Notes, Easements and Restrictions as shown on the plat of Bavarian Village Subdivision, recorded August 2, 1971 as [Instrument No. 139821](#), records of Blaine County, Idaho.
12. Deed of Trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby:
Amount: \$217,000.00
Dated: 07/26/2017
Grantor: Timothy J. Linehan, an unmarried man
Trustee: Blaine County Title, Inc.
Beneficiary: Washington Federal, National Association
Recorded: 08/01/2017, as Instrument No. 645399, records of Blaine County, Idaho

Modification of Deed of Trust,, recorded 07/25/2019, as Instrument No. 661874, records of Blaine County, Idaho.

STG Privacy Notice Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to optout@stewart.com or fax to 1-800-335-9591.
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

SHARING PRACTICES

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> ▪ request insurance-related services ▪ provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact us: *If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1360 Post Oak Blvd., Ste. 100, Privacy Officer, Houston, Texas 77056*

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

BENJAMIN W. WORST, P.C.
Attorney At Law
P.O. Box 6962
Ketchum, Idaho 83340

(Space Above For Recorder's Use)

TOWNHOUSE DECLARATION

FOR THE

BAVARIAN VILLAGE TOWNHOMES

THIS TOWNHOUSE DECLARATION dated for reference purposes _____, 2020, shall be effective upon recordation in the office of the Blaine County, Idaho Recorder. This Declaration is made by TIMOTHY J. LINEHAN, an unmarried man.

SECTION 1 - RECITALS

1.1 Property Covered. Declarant is the owner of certain property and the improvements thereon located in the City of Ketchum, County of Blaine, State of Idaho, which is more particularly described as Lot 2 of BAVARIAN VILLAGE SUBDIVISION, according to the official plat thereof, recorded as Instrument No. 139821, records of Blaine County, Idaho and converted to Sublot 1 and Sublot 2, BAVARIAN VILLAGE TOWNHOMES as set forth on the plat attached hereto as **Exhibit "A"** and made a part hereof be recorded simultaneously here with.

1.2 Intention of Declarant. The Property has been approved by the City of Ketchum, Idaho, for a townhouse subdivision, as set forth on the plat attached hereto as Exhibit "A". Declarant intends to provide for townhouse ownership of the Property, as improved, under Section 16.04 of the Subdivision Ordinance of the City of Ketchum, which provides for ownership of individual Townhouses and Sublots by the individual Owners. It is the intention of Declarant to sell and convey or keep, each individual Townhouse/Sublot together with the improvements thereon. Such sales shall be subject to the protective restrictions, covenants and conditions contained in this Declaration which are for the mutual benefit of the present and future Owners and are intended to preserve the value, desirability and attractiveness of the

Townhouses/Sublots, to create and protect the highest quality development of the property and to ensure proper maintenance thereof.

SECTION 2 - DECLARATION

Declarant hereby declares that all of the Property and each Sublot/Townhouse shall be held, occupied, used, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and each Sublot/Townhouse and be binding on all parties having any rights, title or interest in the Property, a Sublot or a Townhouse or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

SECTION 3 - DEFINITIONS

Definitions. The following terms shall have the following meanings:

"Declarant" shall mean TIMOTHY J. LINEHAN, an unmarried man.

"Declaration" shall mean this Townhouse Declaration and any amendments here to.

"Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Townhouse/Sublot, but excluding those having such interests merely as security for the performance of an obligation.

"Persons" shall include natural persons, partnerships, corporations, companies, trusts, entities, associations and personal representatives.

"Plat" shall mean the final plat for the BAVARIAN VILLAGE TOWNHOMES recorded in the official records of Blaine County, Idaho concurrently herewith.

"Property" shall mean and refer to Lot 2 of BAVARIAN VILLAGE SUBDIVISION, according to the official plat thereof, recorded as Instrument No. 139821, records of Blaine County, Idaho and converted to Sublot 1 and Sublot 2, BAVARIAN VILLAGE TOWNHOMES as set forth on the plat attached hereto as Exhibit "A".

"Sublot" shall mean and refer to any one of the parcels which constitute a portion of the Property as depicted on Exhibit A. The terms Townhouse and Sublot whether used individually or collectively shall refer to both the Townhouse and the underlying Sublot.

"Townhouse" shall mean the single-family residential improvements located on each Sublot.

SECTION 4 - PROPERTY RIGHTS

4.1 Declarant is the Original Owner. Declarant is the original Owner of the Property and all improvements located thereon and will continue to be deemed the Owner

thereof except as conveyances or documents changing such ownership regarding specifically described Sublots within the Property are filed of record.

4.2 Sublots. Subject to the provisions of this Declaration, each Owner shall have the exclusive right to own, use and enjoy the Sublot owned by such Owner.

4.3 Inseparability. No part of a Sublot or Townhouse or of the legal rights comprising ownership of a Sublot or Townhouse may be separated from any other part thereof during the period of Townhouse ownership prescribed herein, so that each Townhouse and Sublot shall always be conveyed, devised, encumbered and otherwise affected only as a complete Townhouse and Sublot.

4.4 No Partition. No Owner may bring any action for partition of the Sublots or Townhouses.

4.5 Taxes. Each Owner shall execute such instruments and take such actions as may be reasonably required to obtain separate real property tax assessments of the interest of each Owner in each Townhouse/Sublot. Each Owner shall pay the taxes or assessments assessed against such Owner's respective Townhouse/Sublot.

4.6 Easements. In addition to any easements of record effecting the Property and any easements depicted on the Plat, the following easements, rights and obligations are hereby created:

4.6.1 Right to Use. Subject to the provisions of this Declaration, each Owner shall have the right to use, enjoy and receive the benefit of any easements created hereunder.

4.6.2 Utility Easement. There is hereby created an easement upon, across, over, through and under the Property for ingress, egress, installation, replacement, repair and maintenance of all utilities and service lines and systems including, but not limited to, water, sewer, gas, telephone, electricity, television, cable and communication lines and systems for those utilities initially installed by the Declarant.

4.6.3 Easement for Owner Duties. There is hereby reserved to Declarant and each Owner, or their duly authorized agents and representatives, such easements as are necessary to perform the duties and obligations of the Owners as set forth herein.

4.6.4 Easement for Encroachments. Each Sublot is hereby declared to have an easement over the adjoining Sublot for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settling or shifting of any improvement located on any Sublot, or any other similar cause, any encroachment due to building overhang or projection, or any encroachment created by landscaping walls and fences along Sublot property lines. There shall be valid easements for the maintenance of said encroachments so long as they shall exist, and the rights and obligations of the Owner shall not be altered in any way by said encroachment, settling or shifting; provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner if said encroachment occurred due to the willful act or negligence with full knowledge of said Owner. In the event any building or improvement

on a Sublot is partially or totally destroyed, and then repaired or rebuilt, the Owners agree that minor encroachments over the adjoining Sublot shall be permitted, and that there shall be valid easements for the maintenance of said encroachments so long as they shall exist. The foregoing encroachment shall not be construed to be encumbrances affecting the marketability of title to either Sublot.

4.6.5 Easement Over Sublots. There is hereby reserved to each Owner an easement over the adjoining Sublot to the extent reasonably necessary to permit said Owner to repair, maintain and improve the improvements on said Owner's Sublot; and to permit said Owner to move personal property in and out of the improvements on said Owner's Sublot. Provided, each Owner shall utilize only such portion of the other Sublot, and only for such duration as is reasonably necessary to accomplish a permitted purpose and in a manner that will not unnecessarily disturb the peaceful enjoyment of the other Sublot by the Owner thereof; and at said Owner's sole expense, repair any damage caused to the other Sublot and improvements to as near the original condition as reasonably practicable.

4.7 Alterations. This Declaration shall not impose any restriction on an Owner's right to make improvements, alterations, repairs, change of paint colors, excavations, changes in grade or other work which might alter the Owner's Townhouse, Sublot or the improvements located thereon.

4.8 Nuisances. No nuisance shall be permitted to exist or operate upon any Sublot or improvement thereon so as to be detrimental to any other Sublot or property in the vicinity thereof or to its occupants.

4.9 Maintenance. Each Owner is responsible for all maintenance, repair and replacement of such Owner's Townhouse, Sublot and all improvements thereon and shall keep the Sublot/Townhouse and all improvements therein or thereon in good order and repair and free of debris, including, but not limited to, the following: landscaping, irrigation, plumbing, electrical lines, gas lines and gas and electric meters, windows, doors, including door hardware such as knobs and locks, keys, garage mechanical systems, window and door screens, siding, telephone, television lines or other lines servicing solely a Sublot, weather stripping, chimney cleaning, dryer vents, and each Townhouse's fire system.

4.10 Signs. No sign of any kind shall be displayed to the public view, except such signs of customary and reasonable dimensions which may be displayed on or from a Townhouse advertising that such Townhouse is for sale.

4.11 Permitted Uses. The Townhouses and Sublots shall be used for residential purposes only. Owners may engage in home occupations and lease the Townhouses as set forth herein below.

4.12 Leasing. Nothing in this Declaration shall prevent or in any manner restrict the Townhouse on Sublot 1 from being leased or rented. The Townhouse on Sublot 2 is hereby restricted insofar as it may only be leased or rented for minimum periods of 30 (Thirty) consecutive days. There shall be no subleasing of the Townhouse on Sublot 2. Leasing and

renting shall include, without limitation, short-term rentals whether on AirBnB, VRBO or any similar sites and business.

4.13 No Hazardous Activities. No activities shall be conducted on or in any Townhouse or Sublot and no hazardous improvements shall be constructed on or in any Townhouse or Sublot. Without limiting the generality of the foregoing, no firearms shall be discharged upon or in any Townhouse or Sublot and no open fires shall be lighted or permitted on or in any Townhouse or Sublot except in a contained fireplace, barbecue, grill or fire pit while attended.

4.14 Compliance with the Law. Zoning regulations, building regulations, environmental regulations and other similar governmental laws and regulations applicable to the Property shall be observed. In the event of any conflict between any provision of such governmental regulations and the restrictions of this Declaration, the more restrictive provisions shall apply

SECTION 5 - INSURANCE

5.1 Insurance by Owners. Every Owners shall obtain fire insurance, with extended coverage endorsement, including vandalism, malicious mischief, debris removal, cost of demolition, windstorm and water damage, in an amount equal to or greater than the replacement value of such Owner's Townhouse without deduction for depreciation, together with comprehensive liability insurance. All such policies shall name the Owner of the adjoining Townhouse as co-insured and shall not be cancelled without thirty (30) days notice to the other Owner.

5.2 Reconstruction. In the event of damage or destruction by fire or other casualty to either Sublot or Townhouse, the Owner thereof shall, upon receipt of the insurance proceeds, repair or rebuild such damage or destroyed portions of the Sublot and Townhouse in a good workmanlike manner substantially the same as the original plans and specifications of said property.

SECTION 6 - MISCELANEOUS

6.1 Amendment. The provisions of this Declaration may be amended only by an instrument in writing signed, acknowledged and recorded by unanimous agreement of the Owners. Such an amendment shall be effective upon recording with the Blaine County, Idaho Recorder.

6.2 Notices. Any notice permitted or required to be delivered as provided herein shall be in writing and may be delivered personally, by email or by USPS mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to any person at the address given by such person to the other Owners for the purpose of service of such notice, or to the mailing address on the Owner's most recent deed of record if no address has been given to the other Owners. Such address may be changed from time to time by notice in writing to the other Owners.

6.3 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate their purpose of creating a uniform plan for the operation of the Townhouses/Sublots. All provisions shall be construed so as to be in conformance with the laws of the State of Idaho, the City of Ketchum and all other governmental regulatory agencies.

6.4 Governing Law/Venue. This Declaration shall be construed and governed under the laws of the State of Idaho. Any legal, equitable or administrative action in any manner related to or arising from this Declaration shall be heard and tried in Blaine County, Idaho.

6.5 Enforcement and Non-Waiver. Every Owner shall have the right to enforce any or all of the provisions of this Declaration. Every act or omission whereby any provision of this Declaration is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action. Any violation of any state, municipal or local law, ordinance or regulation pertaining to the ownership, occupation or use of any Sublot or Townhouse is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement. The failure to enforce any of the provisions of this Declaration at any time shall not constitute a waiver of the right thereafter to enforce any such provisions hereof. In the event that any Owner must retain the services of an attorney to enforce its rights hereunder, the defaulting party shall pay the non-defaulting party's reasonable attorney fees and costs, whether or not litigation is commenced and including reasonable attorney fees and costs on appeal.

6.6 Owners' Obligations Continue. All obligations of every Owner under this Declaration accrued during such Owner's ownership of a Townhouse/Sublot shall continue, notwithstanding that such Owner may have leased or transferred such Owner's interest in such Townhouse/Sublot. No Owner shall have any obligation for expenses or other obligations accrued after such Owner conveys such Owner's Townhouse/Sublot.

6.7 Duration. The covenants and restrictions of this Declaration shall run with the land and bind it for a term commencing on the date hereof and ending upon the written revocation of all of the Owners.

This Declaration is executed effective this ____ day of _____, 2020.

DECLARANT

TIMOTHY J. LINEHAN,
an unmarried man

STATE OF IDAHO)
) ss.
County of Blaine)

On this ____ day of _____, 2020, before me _____, a notary public in and for said state, personally appeared TIMOTHY J. LINEHAN, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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 FOR IDAHO
Residing at _____
My Commission Expires _____