



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

Reasons for Recommendation:

-
-
-
-
-

Policy Analysis and Background (non-consent items only):

Sustainability Impact:

Financial Impact:

Attachments:

-
-
-



City of Ketchum

Attachment 1: Application and Supplemental Materials



City of Ketchum
Planning & Building

OFFICIAL USE ONLY	
Application Number	P24-013
Date Received	2/22/24
By	HLN
Fee Paid	\$3300
Approved Date	
By	

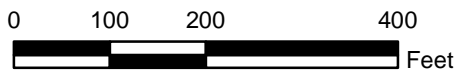
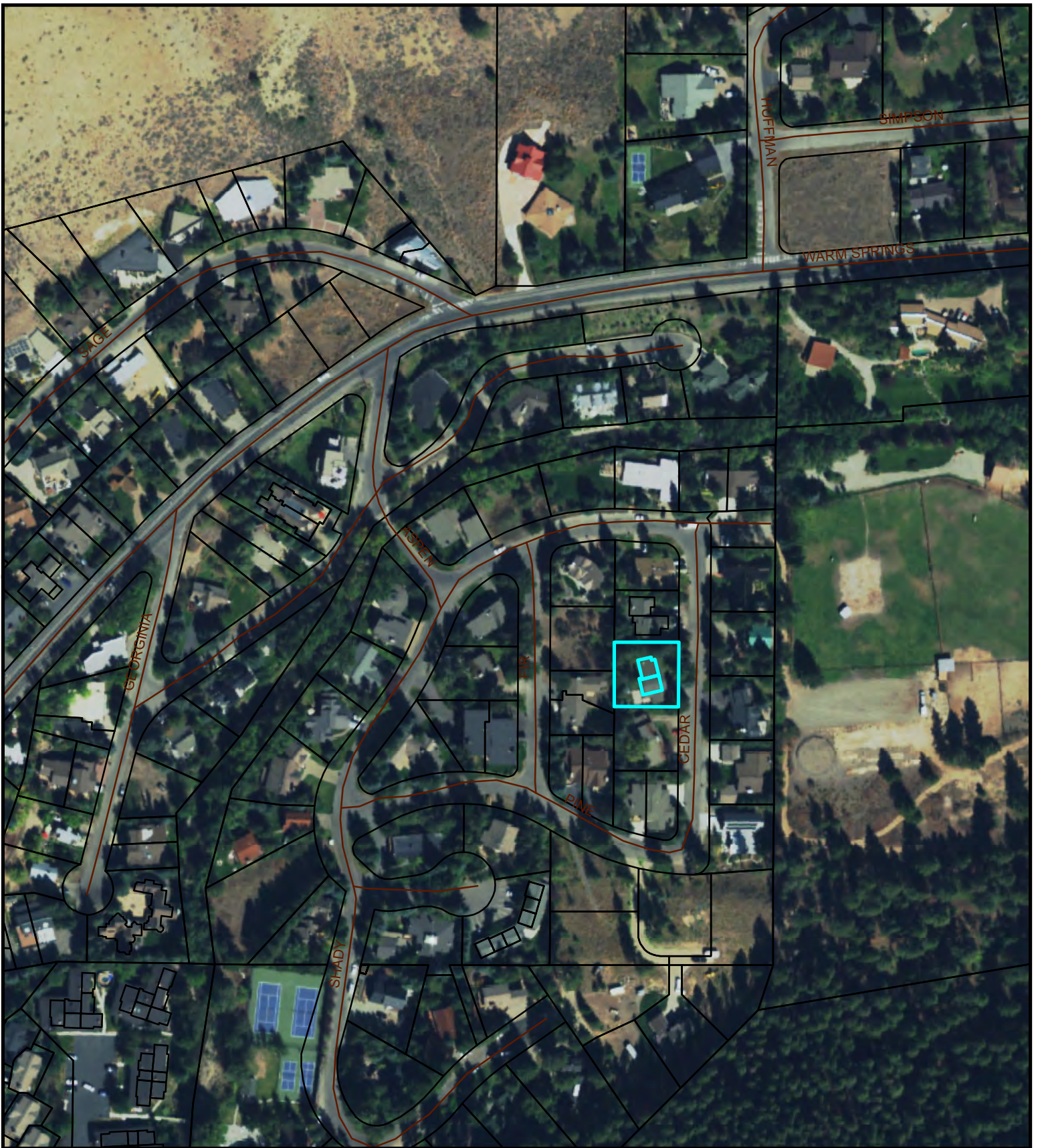
Subdivision Application

Submit completed application to the Planning and Building Department electronically to planningandzoning@ketchumidaho.org. Once your application has been received, we will review it and contact you with the next steps. 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: The Cedars Townhomes			
Owners of Record: James Thomas and Gayle Kathleen Dunham; Skylar Karen Lindsley and Julie Ann Finstad			
Addresses of Owners: 26009 101st PL SW Vashon, WA, 98070; 2360 43rd Ave. E., Apt 113, Seattle, WA 98112-2703; respectively			
Representative of Owner: Bruce Smith, PLS 7048, Alpine Enterprises Inc.			
Legal Description: Units 1 & 2, The Cedars Condominums RPK 07470000000-10-20			
Street Address: Units 1 & 2, 230 Cedar Drive, Ketchum, ID, 83340			
SUBDIVISION INFORMATION			
Number of Lots/Parcels: 2 Condominium Units into 2 Townhouse Sublots			
Total Land Area: ±10,000 Sq. Ft., ± 0.23 Ac.			
Current Zoning District: GR-L, General Residential Low Density			
Proposed Zoning District: Same as above			
Overlay District: Avalanche			
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: N/A			
Easements to be dedicated on the final plat:			
None New			
Briefly describe the improvements to be installed prior to final plat approval:			
None New			
ADDITIONAL INFORMATION			
All lighting must be in compliance with the City of Ketchum's Dark Sky Ordinance			
One (1) copy of Articles of Incorporation and By-Laws of Homeowners Associations and/or Condominium Declarations			
One (1) copy of current title report and owner's recorded deed to the subject property			
One (1) copy of the preliminary plat			
All files should be submitted in an electronic format to planningandzoning@ketchumidaho.org			

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

Bruce Smith BRUCE SMITH, PLS, REPRESENTATIVE 12 FEB 24
Applicant Signature Date



1 inch = 200 feet

A Vicinity Map Showing
The Cedars Condominiums
230 Cedar Drive
City of Ketchum
Blaine County, Idaho

Aerial Imagery is NAIP 2021

ALPINE ENTERPRISES INC.

PO Box 2037
660 Bell Drive, Unit 1
Ketchum, Idaho
208-727-1988

January 2023

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Sun Valley Law PLLC
111 North Main Street Suite B
Post Office Box 6200
Ketchum, Idaho 83340
(208) 726-5962
(208) 913-0500 (fax)

(Space above line for Recorder's use only.)

COVENANTS, CONDITIONS, AND RESTRICTIONS OF THE CEDARS TOWNHOMES

GAYLE K. DUNHAM and JAMES T. DUNHAM, a married couple, and SKYLER KAREN LINDSLEY and JULIE ANN FINSTAD, a married couple (collectively, all four owners are referred to as "Current Owners"), who are all the current fee simple title holders of the following described real property agree to terminate the following:

THE CONDOMINIUM DECLARATION FOR CEDARS CONDOMINIUMS, recorded on April 22, 1980 as Blaine County Instrument No. 202892 (the "Declaration"), any amendments to the Declaration, and any bylaws included or contemplated in the Declaration; and,

THE CEDARS CONDOMINIUMS plat, recorded on April 22, 1980, as Blaine County Instrument No. 202893 and any amendments to the Cedars Condominiums plat.

To replace the above, the Current Owners make this DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE CEDARS TOWNHOMES (the "Declaration"), effective at the time of recording in Blaine County, Idaho, for and governing the Sublots and Members (as those terms are defined below) of the following described real property:

Sublot A and Sublot B of THE CEDARS TOWNHOMES subdivision plat recorded as Blaine County Instrument No. _____ ("Plat").

This Declaration and the Plat become a covenant that runs with, binds, and encumbers the Cedars Townhomes (as defined below) and the Current Owners of the Cedar Townhomes, and their successors in interest.

1. Definitions

“Association” means the Cedars Townhomes Association, an unincorporated Idaho association. The Association collects and pays for the Common Expenses for the Common Elements.

“Cedar Townhomes” means both Sublots on the Plat.

“Common Elements” means the Townhome exteriors including without limitation the exterior walls and siding, excluding windows and doors, the roof(s), including roof venting, utilities common to both Townhomes or Sublots, the foundation, all structural components, structural elements of the Party Walls, and components common to both Townhomes of Sublots, including, but not limited to, landscaping. Common Elements do not include electrical, plumbing, and other utilities that service only one Townhome, insulation, drywall, fixtures, cabinets, or flooring, including subflooring.

“Common Expense(s)” means all Maintenance for Common Elements, including without limitation, insurance, fees of independent contractors, wages of workers, costs of materials, accounting fees, legal fees, management fees, and any other expenses and liabilities incurred by the Association, by reason of this Declaration.

“Law” means any law or regulation of the United States, State of Idaho, City of Ketchum, and any other government entities or agencies which have authority over

“Exterior” means the exterior walls of the Townhomes, to the point of the exterior side of the studs for framing, including, without limitation, all material exterior to the studs or framing such as plywood, weather wrap, and siding, but excluding windows, or electrical or plumbing fixtures; and also means the exterior of the roof to the point the roof’s sheeting is affixed to the roof framing including, without limitation, sheeting, water-and-ice shield, underlayment, shingles, snow clips, flashing, venting, gutters, and downspouts and heat tape (if any). Satellite dishes and other such affixtures which govern only one Townhome, if any, are not part of the Exterior of the Townhomes.

“Maintain,” and all variations of the word, means without limitation, to construct, enforce, improve, modify, operate, repair, replace, remove, or rebuild. When Maintenance is governed by Law, all Maintenance must comply with the Law including, without limitation, obtaining building permits or professional services.

“Member,” singular or plural, means an individual or individuals or other legal entity or entities holding an aggregate fee simple title interest in one Sublot, but shall not include those having such interest merely as security for the performance of an obligation, such as a mortgagee, trustee, or beneficiary of a deed of trust. While either Sublot there may have multiple Owners for each Sublot, there are only two Members: Sublot 1 and Sublot 2. Each Sublot only has one vote, regardless of the number of actual fee simple title holders.

“Owner,” singular or plural, means any person(s) and/or entity(s) that has a fee-simple title interest in Lot 1 or Lot 2.

“Party Wall” means the common party wall between the Townhomes including, without limitation, the drywall on the Party Wall, the structural, framing, plumbing, electrical, and other utilities or wiring within the Party Wall, and the roof structure above the Party Wall, but excluding the wall coverings such as paint or wallpaper. The Party Wall is situated approximately on the line between the Sublots and divide the Townhomes.

“Personal Property” means all chattel owned by an owner that is not typically included in the sale of structures on real property including, without limitation, electronics, furniture, sporting equipment, vehicles, clothing, jewelry, kitchen utensils, art,

“Sublot”, singular or plural, means Sublot 1, Sublot 2, according to the Plat, or both, as further defined by Law.

“Townhome”, singular or plural, means an individual residential dwelling unit on each Sublot as defined by Law and this Declaration.

2. Maintenance Responsibility and Damage

a. Sublots. The Association shall Maintain both Sublots, less the Townhomes, in a manner consistent with other high-end developments in the Wood River Valley.

b. Party Wall and Exterior. The Association will Maintain the Party Wall and the Exterior.

c. Townhomes. Members shall Maintain their individual Townhomes, less the Party Wall, and the Exterior.

d. Damage. In the event of damage to, or the destruction of, the Sublots, the Party Wall, and/or the Exterior caused by an Owner through uninsured acts or omissions of an Owner, then the Association shall, at Association expense, repair and rebuild the Common Elements damaged. If either the Association does not pay that Owner’s share of the costs, or all of such costs in the case of the above-described act or omission, the other Owner may have the Common Elements Maintained and shall be entitled to have the Association impose an assessment for those costs and an assessment lien against the other Townhome, pursuant to all procedures described in this Declaration for Assessments.

3. Insurance

a. Types of Insurance. The Association shall, at a minimum, obtain and keep in full force and effect at all times the following insurance coverage provided by companies duly authorized to do business and underwrite insurance in Idaho. The Association may comply with

any insurance requirements by the purchase of blanket coverage and may elect such deductible amounts as, in the Association's opinion, are consistent with good business judgment.

(1) Casualty. The Association shall obtain property insurance on the Common Elements and Townhomes in such amounts as shall provide for full replacement in the event of damage or destruction from casualty against which the insurance is obtained and the Association shall carry the primary insurance covering such loss. Such insurance shall include fire and extended coverage, vandalism, and malicious mischief, if available, and such other risks and hazards against which the Association shall deem it appropriate to provide insurance protection against, in the exercise of good business judgment. Flood and earthquake insurance are not required; however, may be obtained by the Association.

(2) Public Liability and Property Damage. The Association shall purchase broad form comprehensive liability coverage in such amounts and such forms as it deems advisable to provide adequate protection for Owners. Coverage may include, without limitation, liability for personal injuries, and activities in connection with the Maintenance and other use of the Common Elements and Townhomes.

b. Form. Casualty insurance shall be carried in a form or forms naming the Association the insured as trustee for the Owners, which policy or policies shall specify the interest of each Owner and which policy or policies shall provide a standard loss payable clause providing for payment of insurance proceeds to the Association as trustee for the Owners and for the respective first deeds of trust, which from time to time shall give notice to the Association of such first deeds of trust, such proceeds to be used in accordance with this Declaration. Each policy shall also provide that it cannot be canceled by either the insured or the insurance company until after thirty (30) days prior written notice is given first to each Owner and each first deed of trust holder. The Association shall furnish to each Owner, who requests it, a true copy of such policy together with a certificate identifying the interest of each Owner. All policies of insurance shall provide the insurance shall only be invalidated or suspended with respect to the interest of any particular Owner who is in noncompliance with any provision of such policy that would otherwise invalidate or suspend the entire policy. All policies of insurance shall provide further that the insurance under any such policy as to the interest of all other insured Owners not guilty of any such act or omission, shall not be invalidated or suspended and shall remain in full force and effect. Public liability and property damage insurance shall name the Association and the Owners the insureds.

c. Insurance Proceeds. The Association shall receive the proceeds of any casualty insurance payments received under policies. The Owners shall apportion the proceeds to the portions of the Townhomes which have been damaged and shall determine the amount of the proceeds attributable to the damage for each Townhome.

d. Premiums. The Association shall pay insurance premiums.

e. Owner's Individual Insurance. Each Owner must obtain insurance at the Owner's sole expense providing coverage for an Owner's Personal Property that is not covered by the Association's policy of insurance, for personal and excess liability, and covering such other risks as the Owner deems appropriate, but each such policy shall provide that it does not reduce the Association's insurance coverage or liability arising under the Association's insurance policies.

4. Assessments

a. Authority. The Association has the authority to assess each Owner and shall collect from each Owner, as outlined in this Declaration, amounts sufficient to pay any and all current liabilities and any and all liabilities the Association anticipates in no more than the next twelve (12) consecutive calendar months. The Association shall have the authority to assess each Owner and shall collect from each Owner, at any time, amounts sufficient to pay any and all current liabilities and any and all liabilities the Association anticipates in greater than the next twelve (12) consecutive calendar months, including without limitation, for capital reserve. The Association shall send by regular mail, postage prepaid, all invoices for all assessments, which shall be due upon the date of mailing and paid by an Owner to the Association no later than thirty (30) days after the date of mailing. Invoices may be sent via e mail if agreed to by the Owner receiving the email.

b. Owner's Share. Except as set out below, the Owner of Sublot A will pay fifty-six percent (56%) of the Common Expenses, and the Owner of Sublot B will pay forty-four percent (44%), unless the Association otherwise assesses an individual Owner as set out in this Declaration.

c. Accounting. Within sixty (60) days at the end of each of the Association's fiscal years, upon an Owner's request, the Association shall provide a notice to that Owner, at that Owner's expense, if any, containing an accounting of all receipts and an itemization of all disbursements of the Association for the prior calendar year.

d. Past-Due Amounts. Any Owner's assessment remaining unpaid more than thirty (30) days after the date of mailing shall begin to accrue interest from the date due (which is the date the assessment is mailed) at the interest rate for money past due in Idaho Code section 28-22-104, as it may be amended, but which is currently twelve percent (12%) per annum, until the Association receives the assessment and any all outstanding interest and other charges in full. The Association shall first credit all amounts an Owner pays to charges the Association incurs to collect the assessment, then to accrued interest, then to the principal amount of the then oldest unpaid assessment. Any assessment remaining unpaid more than sixty (60) days after the date of mailing, including accrued interest and charges the Association incurs to collect the assessment, shall automatically become a lien upon that Owner's Sublot. At any time after the unpaid assessment becomes a lien upon an Owner's Sublot, the Association may record a notice of assessment lien against the non-paying Owner's Sublot stating the amount of the unpaid assessment or assessments, the accrued interest and charges the Association has incurred to collect the assessment through the date of recording the notice. The other Sublot

Owner shall sign the notice, have the signature acknowledged and verified under Idaho law by a notary public and record the notice in the real property records of Blaine County, Idaho. The lien continues until the non-paying Owner has paid in full all assessments, accrued interest and charges the Association has incurred to collect the assessment. Under the express terms of this Declaration, an Owner expressly agrees by purchasing a Sublot that unpaid assessments on any Sublot, whether or not recorded as a lien, shall be a binding obligation upon the Sublot and also the individual Owner and any type of successor in interest, jointly and severally with the former Owner of that Sublot. The Association shall enforce such obligations against successors in interest as set forth in this Declaration. When an Owner has paid a lien, assessment or any new assessments, accrued interest and the charges the Association has incurred to collect the assessment in full, the Association shall sign, have acknowledged and record a notice in the real property records of Blaine County, Idaho that the Owner has paid the lien in full. The Association may foreclose a lien that remains unpaid for ninety (90) days in the same manner as provided in the laws of the State of Idaho for the foreclosure of liens on real property and as otherwise provided by law. An Owner also shall have the right to sue the other Owner directly for non-payment of half the Common Expenses, record a judgment in the real property records of Blaine County, and foreclose such judgment.

5. Easements

Each Owner grants to the other Owner a reciprocal utility easement over and under each Townhome and Sublot. Any utility lines, pipes, or other such conduits not currently existing, at the time this Declaration are recorded, must be either buried under the Sublot or in the crawlspace of the Townhome. The use of an easement shall not unduly interfere with an Owner's use and quiet enjoyment of an Owner's Townhome. Nothing contained in this section establishes a view easement or view corridor provided; however, that views may be taken into consideration during design review.

6. Design Review

a. Requirement. An Owner is required to submit to the other Owner for advance written approval anything an Owner is required to submit to Ketchum's Building Department ("Building Department"). However, any modifications exclusively to interior portions of a Townhome that does not require a building permit does not require the other Owner's approval.

b. Submittal. Prior to, but no later than the time an Owner makes a submission to the Building Department, an Owner shall submit to the other Owner a set of the following information, where applicable: Schematic drawings at a scale of not less than one-eighth of one inch (1/8") equals one foot (1') including floor plans, elevations, cross sections dimensions of all improvements for which Owner submitted for a building permit. Additionally, if the plans for an improvement approved by the other Owner change in any way that alters the improvement in any way from the approved plans, an Owner is required to obtain written

approval for the modification from the other Owner prior to making an improvement in accordance with a modification to the plans.

c. Criteria. The other Owner shall make all reasonable efforts to review proposed development on any Sublot within thirty (30) days of its receipt of a complete submittal and with regard to the following standards, criteria and factors:

(1) The proposed improvements, construction, landscaping and alterations to the Sublot and Townhome conforms and harmonizes with the existing improvements with respect to design, materials, colors and topography and the other Townhome and Sublot.

(2) The proposed development will not adversely impact the other Sublot or Townhome.

(3) The proposed development will not unduly or unnecessarily obstruct the existing view corridor from the other Townhome and Sublot.

(4) The proposed development will not unduly interfere with the privacy of the other Townhome and Sublot.

(5) The proposed plan for pedestrian access and parking on a Sublot allows for snow removal and storage, provides for safe and convenient circulation and is designed to minimize adverse impact upon the other Sublots with regard to noise, light and visual impact.

(6) Landscaping provides relief and screening as necessary, with respect to visual impact.

(7) In applying this criteria and all other criteria set out in this paragraph, the reviewing Owner shall balance discretion and determination of the term "reasonable" with whether or not it is imposing conditions that impinge on an Owner's private property rights and how or whether those are offset by the protection of the other Owners' private property rights.

e. Inspections. The Owner making the improvements shall allow the other Owner to make regular exterior inspections of at least one (1) per calendar week, at reasonable times of day, during the course of construction of any and all improvements approved by the other Owner.

7. Rules

The Association, with all Owners approval, may make Rules governing the use of Sublots and Townhomes. The initial rules shall be as follows:

a. Owners shall keep Townhomes in a neat, clean, orderly and well-maintained appearance. No Owner shall commit or allowed to be committed in any Townhome or on a

Sublot any waste or nuisance or store any hazardous substances, as those terms are defined by federal law, Idaho Code, or the Ordinance. No Owner shall do anything which jeopardizes or increases the rate of the insurance coverage required in this Declaration.

b. No improvement, whether Common Elements or a Townhome shall fall into disrepair, and each Townhome shall at all times be kept in good condition and repair.

c. A Sublot is limited to a total of three vehicles, all of which must be parked in the garages or driveway. Vehicles must be operational, have current registration, and be legally allowed to drive on public streets in Idaho.

d. No animals may be kept on the Sublots or in the Townhomes except two (2) dogs and two (2) cats per Sublot; no exotic, dangerous or aggressive animals of any kind shall be raised, bred or kept on any Sublot, except that household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose and not left outdoors overnight. Owners must clean up all their own pet's waste, regardless of location, and not leave any outside food dishes, so as to avoid conflict with wild animals or roaming pets. Pitbulls, Doberman Pinschers, and Akita dog breeds are considered to be vicious animals.

e. Satellite dishes of no greater than two (2) feet in diameter may be affixed to the exterior of dwelling units in inconspicuous locations.

f. No sign of any kind, other than a standard real estate marketing sign, shall be displayed to the public view without the approval of the other Owner.

g. No gainful occupation, profession, trade or other non-residential use except for a "home occupation" as that term is defined in the Ordinance shall be conducted on any Sublot. Nothing in this Declaration shall prevent the rental of an entire Sublot for residential purposes, on either a short or long-term basis.

h. Trash and recycling must be taken from inside a Townhome and placed directly into a Ketchum approved container, which shall be kept within an enclosed structure to which wildlife cannot access. No trash or recycling shall be kept outside a Townhome at any time other than the day of pickup in Ketchum approved containers. No lumber, grass, shrub or tree clippings or plant waste, metals, bulk materials or scrap shall be kept, stored or allowed to accumulate on any Sublot, except within an enclosed structure or screened from view.

i. No activities shall be conducted or improvements made in Cedars Townhomes, which are or might be unsafe or hazardous to any person or property, including without limitation no firing of any weapons and no open fires shall be lighted or permitted on any property except while personally attended at all times, and in a contained barbecue unit or outdoor fireplace, specifically, fire pits, and completely extinguished at reasonable hours.

j. No obnoxious or offensive activities shall be conducted in a Townhome or Sublot. Nothing shall be done within the Townhome or on the Sublots that may be or may become an annoyance or nuisance to the residents of the other Townhome, or that in any way interferes with the quiet enjoyment of the occupants of the Townhome, including, but not limited to noxious odors, fumes or loud noises.

8. Miscellaneous Provisions

a. Entire Agreement. This is the entire Declaration, unless and until amended.

b. Choice of Law. This Declaration shall be interpreted and enforced under the laws of the State of Idaho.

c. Dispute Resolution. The Association or an Owner, individually, shall have the right to enforce any or all of the provisions of this Declaration upon a Sublot or Owner. The failure of the Association or an Owner to enforce any of the provisions of this Declaration at any time shall not constitute a waiver by the Association of the right to enforce any such provision or any other provisions of this Declaration. Except for the enforcement of a lien, the Association or Owners shall submit any dispute arising out of or related to this Declaration to at least two (2) sessions of mediation of at least two (2) consecutive hours each session by all Owners prior to commencing any litigation. The parties shall use a mediator or mediators acceptable to both parties and bear equally the costs of mediation. Each Owner agrees to pay its own attorney fees incurred prior to and during a mediation.

d. Attorneys' Fees and Costs. The prevailing party in any litigation to enforce any provision or part of this Declaration shall be entitled to reimbursement from the non-prevailing party of all costs and attorney's fees, including without limitation attorney fees incurred on appeal or in bankruptcy court.

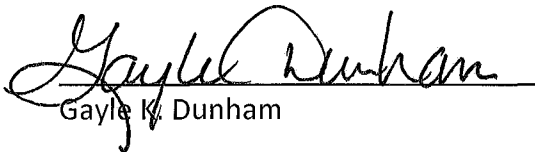
e. Binding Effect. This Declaration shall inure to the benefit of and shall be binding upon the Association and the Owner of any interest in a Sublot, and all their family, assigns, successors in interest, personal representatives, trustees and heirs.

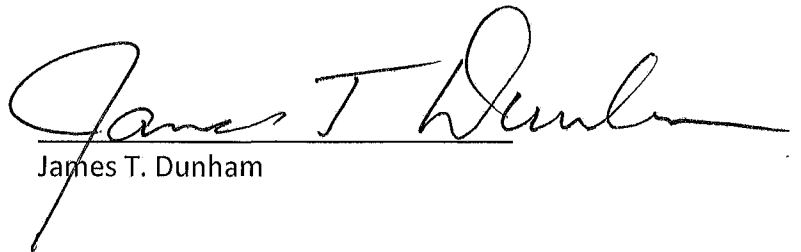
f. Interpretation. The Owners waive the right to make any argument interpreting any ambiguity in this Declaration against the Association or each other as a result of having drafted this Declaration.

g. No Retroactivity. This Declaration shall not apply retroactively or prior to the date of recording, and nothing in this Declaration shall have the effect of overturning or changing any approvals given by the Association for Sublots prior to recording this Declaration, and the recording of this Declaration shall not apply new or different criteria or conditions to past approvals.

h. Amendment. The provisions of this Declaration, including this paragraph, may be amended by an instrument in writing signed and acknowledged by both Owners. Any amendment shall be recorded in the Blaine County real property records to be effective. This Declaration and any amendment shall not defeat or render a beneficiary's rights invalid under a Deed of Trust recorded against a Sublot made in good faith and for value, prior to the recording of this Declaration or any amendment, provided that after the foreclosure of any Deed of Trust the Sublot shall remain subject to this Declaration as amended.

i. Association. The Association, only by both Owners signing, may contract with any third party, independent contractor, and/or employee to perform any and all of their collective responsibilities set out in this Declaration. Any reference to the Association in this Declaration includes a third party, independent contractor, and/or employee acting on the Association's behalf.

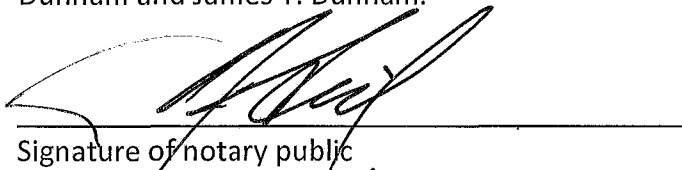

Gayle K. Dunham

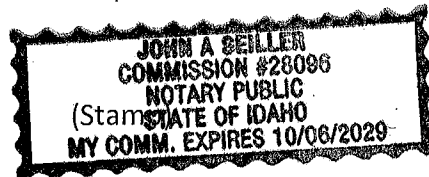

James T. Dunham


State of Idaho

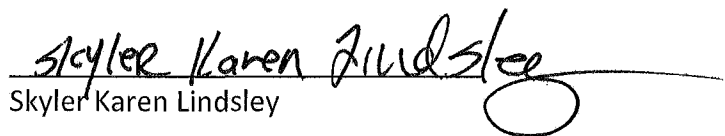
County of Blaine

This record was acknowledged before me on February 12, 2024, by Gayle K. Dunham and James T. Dunham.


Signature of notary public



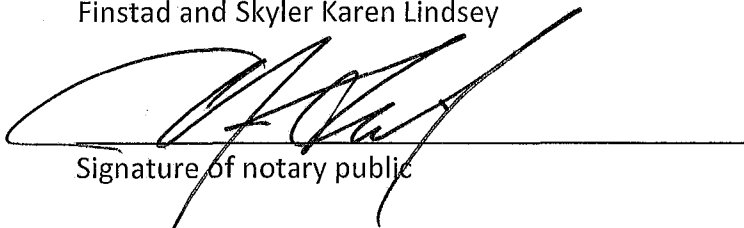

Julie Ann Finstad

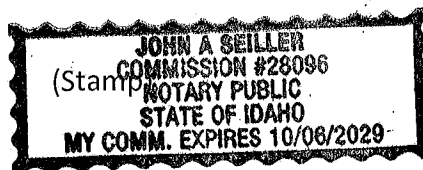

Skyler Karen Lindsley

State of Idaho

County of Blaine

This record was acknowledged before me on February 12, 2024, by Julie Ann Finstad and Skyler Karen Lindsey


Signature of notary public





CLTA GUARANTEE

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

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

GUARANTEES

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

Dated: November 3, 2022

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

Countersigned by:

Authorized Countersignature

TitleOne
Company Name


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

City, State





Frederick H. Eppinger
President and CEO



David Hisey
Secretary

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

GUARANTEE CONDITIONS AND STIPULATIONS

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

GUARANTEE CONDITIONS AND STIPULATIONS

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

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

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

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

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

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

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

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

9. Limitation of Liability

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

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

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

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

11. Payment Loss

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

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

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

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

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

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

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

14. Liability Limited to This Guarantee; Guarantee Entire Contract

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

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

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

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

LOT BOOK GUARANTEE
Issued By
Stewart Title Guaranty Company

SCHEDULE A

File No. 22465766
State: ID
County: Blaine

<u>Guarantee No.</u>	<u>Liability</u>	<u>Date of Guarantee</u>	<u>Fee</u>
G-0000803583258	\$1,000.00	November 3, 2022 at 7:30 a.m.	\$140.00

Name of Assured:
Alpine Enterprises

The assurances referred to on the face page hereof are:

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

Condominium Unit 1, as shown on the Condominium Map for CEDARS CONDOMINIUMS, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 202893, and as defined and described in the Condominium Declaration for the Cedars Condominiums, recorded as Instrument No. 202892, records of Blaine County, Idaho.

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

Deed Type: Quit Claim Deed

Grantors: Skyler K. Lindsley, a single woman and Julie A. Finstad, a single woman

Grantees: Skyler Karen Lindsley, a single woman and Julie Ann Finstad, a single woman, as joint tenants with rights of survivorship, and not as tenants in common

Recorded Date: April 22, 2005

Instrument: 519078

[Click here to view](#)

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

EXCEPTIONS:

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

230 Cedar Dr 1, Ketchum, ID 83340

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

Parcel Number: RPK07470000010

Original Amount: \$3,137.76

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

4. The land described herein is located within the boundaries of the City of Ketchum and is subject to any assessments levied thereby.
5. Liens, levies, and assessments of the Management Body, if any, as outlined in the Condominium Declaration.
6. Easements, reservations, restrictions, and dedications as shown on the official plat of [Warm Springs Village Subdivision Third Addition](#).
7. Easements, reservations, restrictions, and dedications as shown on the official plat of [Cedars Condominiums](#).
8. Reservations and exceptions in a United States Patent, and in the act authorizing the issuance thereof, recorded June 23, 1924 as Instrument No. [55385](#) and Amended by [58955](#), records of Blaine County, ID.
9. Right of way for ditches, tunnels, telephone, and distribution lines constructed by authority of the United States, as granted to the United States under the provisions of Section 58-604 Idaho Code.
10. Terms and conditions contained in a/an Affidavit as to Identification of Plats and Descriptions of Real Property, Re. Avalanches.
Recorded: October 10, 1979
Instrument No.: [197578](#), records of Blaine County, ID.
11. Terms, provisions, covenants, conditions, restrictions and easements provided in a Condominium Declaration but omitting any covenants, conditions or restrictions, if any, to the extent that such violates 42 USC 3604 (c) or any other ordinance, statute or regulation.
Recorded: April 22, 1980
Instrument No.: [202892](#), records of Blaine County, ID.

Sun Valley Title

By:

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

Nick Busdon, Authorized Signatory

File No. 22465766

JUDGMENT AND TAX LIEN GUARANTEE

Issued By
Stewart Title Guaranty Company

SCHEDULE A

Amount of Liability: \$1,000.00

Fee Amount: \$0.00

Guarantee No.: G-0000803583258

Name of Assured: Alpine Enterprises

Date of Guarantee: November 3, 2022

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

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

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

The parties referred to in this guarantee are as follows:

Skyler Karen Lindsley, a single woman, and Julie Ann Finstad, a single woman, as joint tenants with rights of survivorship, and not as tenants in common

Sun Valley Title
By:



Nick Busdon, Authorized Signatory

File No. 22465766

SCHEDULE B

Exceptions:

NONE



CLTA GUARANTEE

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

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

GUARANTEES

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

Dated: October 17, 2022

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

Countersigned by:

Authorized Countersignature

TitleOne
Company Name


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

City, State





Frederick H. Eppinger
President and CEO



David Hisey
Secretary

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

GUARANTEE CONDITIONS AND STIPULATIONS

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

GUARANTEE CONDITIONS AND STIPULATIONS

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

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

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

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

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

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

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

- (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 Loss

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

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

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

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

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

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

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

14. Liability Limited to This Guarantee; Guarantee Entire Contract

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

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

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

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

LOT BOOK GUARANTEE
Issued By
Stewart Title Guaranty Company

SCHEDULE A

File No. 22464715
State: ID
County: Blaine

<u>Guarantee No.</u>	<u>Liability</u>	<u>Date of Guarantee</u>	<u>Fee</u>
G-0000761333938	\$1,000.00	October 17, 2022 at 7:30 a.m.	\$140.00

Name of Assured:
Alpine Enterprises, Inc.

The assurances referred to on the face page hereof are:

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

Condominium Unit 2, as shown on the Condominium Map for CEDARS CONDOMINIUMS, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 202893, and as defined and described in the Condominium Declaration for the Cedars Condominiums, recorded as Instrument No. 202892, records of Blaine County, Idaho.

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

Deed Type: Personal Representatives Deed
Grantors: Linda W. Fitzgerald, as personal representative of the Estate of Wilma A. Waters, deceased
Grantees: Gayle Kathleen Dunham and James Thomas Dunham
Recorded Date: September 20, 2022
Instrument: 696315
[Click here to view](#)

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

EXCEPTIONS:

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

230 Cedar Dr 2, Ketchum, ID 83340

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

Parcel Number: [RPK07470000020](#)

Original Amount: \$2,033.84

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

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

Lot Book Guarantee

5. Liens, levies, and assessments of the Management Body, if any, as outlined in the Condominium Declaration.
6. Easements, reservations, restrictions, and dedications as shown on the official plat of [Warm Springs Village Subdivision Third Addition](#).
7. Easements, reservations, restrictions, and dedications as shown on the official plat of [Cedars Condominiums](#).
8. Reservations and exceptions in a United States Patent, and in the act authorizing the issuance thereof, recorded June 23, 1924 as Instrument No. [55385](#) and Amended by [58955](#), records of Blaine County, ID.
9. Right of way for ditches, tunnels, telephone, and distribution lines constructed by authority of the United States, as granted to the United States under the provisions of Section 58-604 Idaho Code.
10. Terms and conditions contained in a/an Affidavit as to Identification of Plats and Descriptions of Real Property, Re. Avalanches.
Recorded: October 10, 1979
Instrument No.: [197578](#), records of Blaine County, ID.
11. Terms, provisions, covenants, conditions, restrictions and easements provided in a Condominium Declaration but omitting any covenants, conditions or restrictions, if any, to the extent that such violates 42 USC 3604 (c) or any other ordinance, statute or regulation.
Recorded: April 22, 1980
Instrument No.: [202892](#), records of Blaine County, ID.

Sun Valley Title
By:

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

Nick Busdon, Authorized Signatory

File No. 22464715

JUDGMENT AND TAX LIEN GUARANTEE

Issued By
Stewart Title Guaranty Company

SCHEDULE A

Amount of Liability: \$1,000.00

Fee Amount: \$0.00

Guarantee No.: G-0000761333938

Name of Assured: Alpine Enterprises, Inc.

Date of Guarantee: October 17, 2022

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

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

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

The parties referred to in this guarantee are as follows:

Gayle Kathleen Dunham and James Thomas Dunham (*no marital status shown*)

Sun Valley Title
By:



Nick Busdon, Authorized Signatory

File No. 22464715

SCHEDULE B

Exceptions:

NONE



City of Ketchum

Attachment 2: Cedars Townhomes Preliminary Plat

WARM SPRINGS VILLAGE SUBD. 3RD ADD.
BLOCK 2
LOT 8

FIR DRIVE TOWNHOUSES

WARM SPRINGS VILLAGE SUBD. 3RD ADD.
BLOCK 2
LOT 4

PINE TREE CONDOS

APPROXIMATE
EXISTING
RESIDENCE

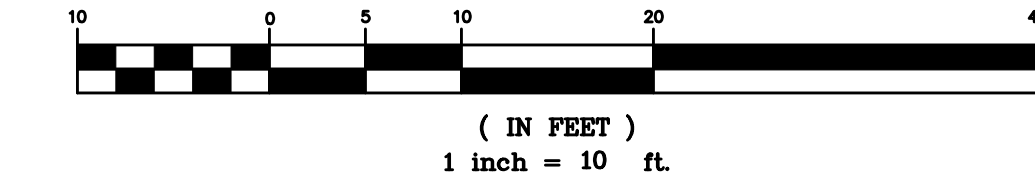
PROPOSED SUBLOT 2
±5475 Sq. Ft.
±0.13 Ac.

EXISTING CEDARS CONDOS
±10,000 Sq. Ft.
±0.23 Ac.

PROPOSED SUBLOT 1
±4,525 Sq. Ft.
±0.10 Ac.

APPROXIMATE
EXISTING
RESIDENCE

GRAPHIC SCALE



LEGEND

- SUBJECT BOUNDARY
- - - PROPOSED SUBLOT BOUNDARY
- ADJOINER LOT LINES
- BUILDING ENVELOPE
- EOA = EDGE OF ASPHALT
- EXISTING BUILDING/STRUCTURE
- EXISTING DECK LINE
- EOP = EDGE OF PAVERS
- FNC = EXISTING FENCE
- RTW = EXISTING RETAINING WALL
- WM = WATER MAIN
- WS = WATER SERVICE
- SWR = SEWER MAIN
- SS = SEWER SERVICE
- GAS = GAS LINE
- COMM = BURIED PHONE/CABLE LINE
- 1' CONTOURS PER ALPINE 2022
- 5' CONTOURS PER ALPINE 2022
- △ CNTRL = SURVEY CONTROL
- FND = FOUND 1/2" REBAR AS SHOWN
- FOUND 5/8" REBAR AS SHOWN
- PBOX = POWER BOX
- PMTR = POWER METER
- PHBOX = PHONE BOX
- TVBOX = CABLE BOX
- GMTR = GAS METER
- IRR = IRRIGATION CONTROL
- WATER VALVE
- WATER METER
- × 5860.0 GROUND SHOT/SPOT ELEVATION
- DT = DECIDUOUS TREE
- CT = CONIFEROUS TREE
- NC NO CAP
- DW DRIVEWAY
- HOT HOT TUB
- HSE COR HOUSE CORNER
- PARTY? PARTY WALL
- PLR PILLAR
- TP TOP OF PAVEMENT/PAVERS
- RRT RAIL ROAD TIE
- CONC CONCRETE
- [] RECORD BEARING AND DISTANCE PER INST. NO. 202893
- () RECORD BEARING AND DISTANCE PER INST. NO. 114679

NOTES

- 1) Basis of Bearings is Idaho State Plane Coordinate System, Central Zone, NAD83, (1992), at Grid in US Survey Feet. Vertical Datum is NAVD83, (1992).
- 2) Boundary Information is from the Plat of The Cedars Condominiums, Instrument Number 202893; the Plat of Warm Springs Village Subdivision, Third Addition, Instrument Number 114679; Records of Blaine County, Idaho.
- 3) Refer to the Plat Notes, Conditions, Covenants, and Restrictions on Original Plats.
- 4) Utility Locations shown are based on visual surface evidence and Digline Locate. Utility locations should always be verified by Digline Locate before any Excavation.
- 5) Current Zoning appears to be GR-L, General Residential Low Density. The Subject Lot appears to be in an Avalanche Zone per City of Ketchum Zoning Ordinance No. 1181. Please refer to City of Ketchum Zoning Ordinances for more information about these Zones including Building Regulations and setbacks.
- 6) Not all trees and vegetation are shown, some locations are approximate.
- 7) Applicants/Owners are:
Unit 1: Skylar Karen Lindsey and Julie Ann Finstad, 2360 43rd Ave. E., Apt 113, Seattle, WA 98112-2703;
Unit 2: James Thomas and Gayle Kathleen Dunham, 26009 101st PL SW, Vashon, WA, 98070;
Surveyor/Representative: Bruce Smith, PLS, Alpine Enterprises Inc., P.O. Box 2037, Ketchum, ID 83340.
- 8) The Cedars Townhomes Sublots shall have Mutual Reciprocal Utility Easements for maintenance and repair of Public Utilities.
- 9) The Building Envelope is based off required setbacks and the underlying zoning requirements apply.

SURVEYOR NARRATIVE

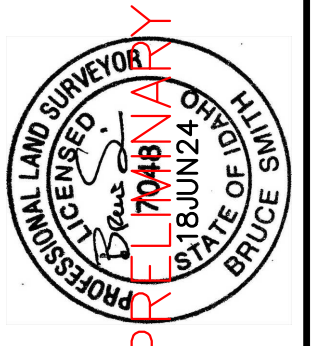
The purpose of this survey is to Replat The Cedar Condominiums into Townhouse Sublots as shown hereon. During a Boundary Retracement of The Cedar Condominiums, all found Monuments of Record were accepted.
Sublot Lines were decided based on an existing Site Plan, Owner preference and agreement.

PROJECT PATH AND PRINT DATE: U:\CarlisonProjects\1971_CedarsCondos\1971_CedarsCondos.dwg 06/17/2024 3:14:29 PM MST

REVISIONS	NO	DATE	BY
ADD NEW WATER SERVICE LINES	1	23MAY24	BS
ADD Notes 8&9	2	18JUN24	BS

A PRELIMINARY PLAT SHOWING
THE CEDARS TOWNHOMES
WHEREIN THE CEDARS CONDOMINIUMS ARE REPLATED AS TOWNHOUSE SUBLOTS AS SHOWN HEREON
WITHIN S11, T.4N., R.17E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
PREPARED FOR JAMES & GAYLE DUNHAM AND SKYLAR LINDSEY & JULIE ANN FINSTAD

Alpine Enterprises Inc.
Surveying, Mapping, Civil Engineering,
and Natural Hazards Consulting
660 Bell Dr., Unit 1
P.O. Box 2037, Ketchum, ID 83340 USA
(208) 727-1898
email: bsmith@alpineenterprisesinc.com





City of Ketchum

Attachment 3: Draft Findings of Fact, Conclusions of Law and Decision



City of Ketchum
Planning & Building

IN RE:)	
)	
Cedars Townhomes)	KETCHUM CITY COUNCIL
Townhouse Subdivision – Preliminary Plat)	FINDINGS OF FACT, CONCLUSIONS OF LAW, AND
Date: July 1, 2024)	DECISION
)	
File Number: P24-013)	

PROJECT: Cedars Townhomes

APPLICATION TYPE: Townhouse Subdivision Preliminary Plat

FILE NUMBER: P24-013

REPRESENTATIVE: Bruce Smith, Alpine Enterprises Inc.

PROPERTY OWNER: Skylar Karen Lindsley and Julie Ann Finstad (Unit 1)
James Thomas and Gayle Kathleen Dunham (Unit 2)

LOCATION: 230 Cedar Drive (Lot 3, Block 2, Warm Springs Village Subdivision Third Addition)

ZONING: General Residential Low Density (GR-L)

OVERLAY: Avalanche

RECORD OF PROCEEDINGS

The City of Ketchum received the Preliminary Plat Subdivision application on February 22, 2024. Following the receipt of the application, staff routed the application materials to all city departments for review. After two rounds of review, the application was deemed completed on May 6, 2024. As of the date of this letter, all department comments have been resolved or addressed through conditions of approval recommended below. The Planning and Zoning Commission considered the Cedars Townhomes Preliminary Plat application (File No. P24-013) during their regular meeting on May 28, 2024, and recommended approval to the City Council.

FINDINGS OF FACT

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

BACKGROUND

The applicant is proposing to subdivide the Cedars Condominiums into two townhouse sublots (the “project”). The existing configuration of the Cedars Condominiums is two condominium units with associated common area and the resulting configuration is two townhouse sublots with no common area. This project is located at 230 Cedar Drive (the “subject property”) and is zoned General Residential – Low Density (GR-L) and is within the Avalanche (A) zone. The subject property was developed with a structure containing two condominium units and associated common area in 1979. The structure is existing and no improvements to the site are proposed at this time.

During the Planning and Zoning Commission’s review of the preliminary plat, two conditions of approval were recommended by staff to the Findings of Fact. These conditions were related to missing items on the preliminary plat, which included indicating a building envelope since the lot is in the Avalanche (A) Zone and all plats within the A zone require a building envelope. The other was to indicate the location of the water service line for subplot 1. Townhouse sublots are required to have their own individual water services. In the summer of 2023, the applicant installed two new individual water services connected to the City of Ketchum water system main found on Cedar Drive to accommodate the transition to townhouse units, however, the preliminary plat only indicated one water service line to subplot 2. The conditions of approval read as follows:

2. Prior to City Council’s review of the preliminary plat application, the applicant shall revise the preliminary plat to include a building envelope on each townhouse subplot.
3. Prior to City Council’s review of the preliminary application, the applicant to revise the preliminary plat to indicate the location of the water service line for subplot 1.

Since the meeting with the Planning and Zoning Commission, the applicant has revised the plat to include a building envelope, and a plat note (plat note #9) was added stating that the building envelope is based off required setbacks and that the underlying zoning requirements apply. Also, the plat was revised to indicate the two water service lines, servicing townhouse sublots 1 and 2, and a plat note (plat note #8) was added stating that the townhouse sublots have a mutual reciprocal utility easement for maintenance and repair of public utilities. Staff reviewed the revised preliminary plat and verified that the conditions of approval have been met.

FINDINGS REGARDING COMPLIANCE WITH TOWNHOUSE SUBDIVISION REQUIREMENTS

Townhouse Plat Requirements				
Compliant			Standards	
Yes	No	N/A	City Code	City Standards
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.B	Townhouse Owners' Documents: The subdivider of the townhouse project shall submit with the preliminary plat application a copy of the proposed party wall agreement and any proposed document(s) creating an association of owners of the proposed townhouse sublots, which shall adequately provide for the control and maintenance of all commonly held facilities, garages, parking and/or open spaces. Prior to final plat approval, the subdivider shall submit to the city a final copy of such documents and

				shall file such documents prior to recordation of the plat, which shall reflect the recording instrument numbers.
			<i>Commission Findings</i>	The application materials included a copy of the Cedars Townhomes Covenants, Conditions and Restrictions.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.C.1	<p>Preliminary Plat Procedure: Townhouse developments shall be administered consistent with the procedures and design and development regulations established in §16.04.030 and §16.04.040 and the standards of this subsection.</p> <p>All townhouse developments shall be platted under the procedures contained in the subdivision ordinance in effect and shall be required to obtain design review approval prior to building permit issuance.</p>
			<i>Commission Findings</i>	A design review application was not submitted and no improvements to the site are proposed at this time. The applicant submitted a townhouse subdivision application to create two townhouse sublots on the subject property. The Planning and Zoning Commission reviewed and recommended approval of the application to the City Council during their regular meeting on May 28, 2024. The City Council reviewed and approved the preliminary plat application during their regular meeting on July 1, 2024.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.C.2	<p>The subdivider may apply for preliminary plat approval from the commission pursuant to subsection 16.04.030D of this chapter at the time application is made for design review approval pursuant to title 17, chapter 17.96 of this code. The commission may approve, deny or conditionally approve such preliminary plat upon consideration of the action taken on the application for design review of the project.</p>
			<i>Commission Findings</i>	A design review application was not submitted and no improvements to the site are proposed at this time. The applicant submitted a townhouse subdivision application to create two townhouse sublots on the subject property. The Planning and Zoning Commission reviewed and recommended approval of the application to the City Council during their regular meeting on May 28, 2024. The City Council reviewed and approved the preliminary plat application during their regular meeting on July 1, 2024.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.080.C.3	<p>The preliminary plat, other data, and the commission's findings may be transmitted to the council prior to commencement of construction of the project under a valid building permit issued by the City. The council shall act on the preliminary plat pursuant to subsection 16.04.030E and F of this chapter.</p>
			<i>Commission Findings</i>	N/A – No improvements to the site are proposed with this application, therefore, no construction will occur.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.080.C.4	<p>In the event a phased townhouse development project is proposed, after preliminary plat is granted for the entirety of a project, the final plat procedure for each phase of a phased development project shall follow §16.04.030.G and comply with the additional provisions of §16.04.110 of this code.</p>

			<i>Commission Findings</i>	N/A – A phased townhouse development is not proposed.
<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> <p>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</p> <p>b. Signed council approval of a phased development project consistent with §16.04.110 herein.</p> <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>Commission Findings</i>	The Cedars Townhomes Final Plat Subdivision application will follow all procedures as outlined in Title 16 of the Ketchum Municipal Code.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.E. 1	<p>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> <p>All Townhouse Developments, including each individual subplot, shall not exceed the maximum building coverage requirements of the zoning district.</p>
			<i>Commission Findings</i>	The maximum building coverage in the GR-L zone district is 35% of the lot. The subject property is 10,000 square feet. The existing development has a building coverage of 2,245 square feet. This results in a total building coverage of 23% of the lot.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.E. 2	<p>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>Commission Findings</i>	Unit B on proposed Sublot 2 has an existing attached one car garage. No detached garages are existing or proposed.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.E. 3	<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. (Ord. 1061 § 3, 2009; Ord. 879 § 4, 2001; Ord. 460 § 2, 1987)</p>
			<i>Commission Findings</i>	During department review of the subdivision application, staff reviewed the project for compliance with the Zoning Regulations, dimensional standards, and development standards for the City of Ketchum. As conditioned, the townhouse subdivision application meets all applicable regulations.

FINDINGS REGARDING PRELIMINARY PLAT SUBDIVISION REQUIREMENTS

Preliminary Plat Requirements					
Compliant			City Code	City Standards	
Yes	No	N/A			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.C.1	The subdivider shall file with the administrator copies of the completed subdivision application form and preliminary plat data as required by this chapter.	
			<i>Commission Findings</i>	The City of Ketchum Planning and Building Department received the subdivision application and all applicable application materials on February 22, 2024.	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J	Contents Of Preliminary Plat: The preliminary plat, together with all application forms, title insurance report, deeds, maps, and other documents reasonably required, shall constitute a complete subdivision application.	
			<i>Commission Findings</i>	The subdivision application was deemed complete on May 6, 2024.	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.1	The preliminary plat shall be drawn to a scale of not less than one inch equals one hundred feet (1" = 100') and shall show the following: The scale, north point and date.	
			<i>Commission Findings</i>	This standard is met as shown on the preliminary plat.	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.2	The name of the proposed subdivision, which shall not be the same or confused with the name of any other subdivision in Blaine County, Idaho.	
			<i>Commission Findings</i>	As shown on the preliminary plat, the subdivision is named "The Cedars Townhomes" which is not the same as any other subdivision in Blaine County, Idaho.	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.3	The name and address of the owner of record, the subdivider, and the engineer, surveyor, or other person preparing the plat.	
			<i>Commission Findings</i>	As shown on the preliminary plat, the owner and subdivider James and Gayle Dunham and Skylar Lindsley and Julie Ann Finstad. The preliminary plat was prepared by Bruce Smith of Alpine Enterprises Inc.	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.4	Legal description of the area platted.	
			<i>Commission Findings</i>	This standard is met as shown on the preliminary plat.	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.5	The names and the intersecting boundary lines of adjoining subdivisions and parcels of property.	
			<i>Commission Findings</i>	The preliminary plat indicates the boundary lines of the adjoining lots including condominium lots and townhouse lots.	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.6	A contour map of the subdivision with contour lines and a maximum interval of five feet (5') to show the configuration of the land based upon	

				the United States geodetic survey data, or other data approved by the city engineer.
			<i>Commission Findings</i>	The preliminary plat shows the contour lines for the subject property.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J .7	The scaled location of existing buildings, water bodies and courses and location of the adjoining or immediately adjacent dedicated streets, roadways and easements, public and private.
			<i>Commission Findings</i>	The townhouse sublots have Mutual Reciprocal Utility Easements for maintenance and repair of public utilities, as indicated in plat note #8. The preliminary plat shows the location of the existing building and all adjacent streets.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J .8	Boundary description and the area of the tract.
			<i>Commission Findings</i>	The preliminary plat provides the boundary description of the area and includes square footage and acreage of both sublots.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J .9	Existing zoning of the tract.
			<i>Commission Findings</i>	Plat note #5 of the preliminary plat lists the existing zoning of the subject property.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J .10	The proposed location of street rights of way, lots, and lot lines, easements, including all approximate dimensions, and including all proposed lot and block numbering and proposed street names.
			<i>Commission Findings</i>	The preliminary plat shows the locations and lot lines for the proposed townhouse sublots. No new streets or blocks are being proposed with this application.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.J .11	The location, approximate size and proposed use of all land intended to be dedicated for public use or for common use of all future property owners within the proposed subdivision.
			<i>Commission Findings</i>	This standard is not applicable as there is no requirement or proposal for land dedicated for public or common use.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J .12	The location, size and type of sanitary and storm sewers, water mains, culverts and other surface or subsurface structures existing within or immediately adjacent to the proposed sanitary or storm sewers, water mains, and storage facilities, street improvements, street lighting, curbs, and gutters and all proposed utilities.
			<i>Commission Findings</i>	The preliminary plat indicates the water and sewer lines servicing both townhouse sublots.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.J .13	The direction of drainage, flow and approximate grade of all streets.
			<i>Commission Findings</i>	This standard does not apply as no new streets are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.J .14	The location of all drainage canals and structures, the proposed method of disposing of runoff water, and the location and size of all drainage easements, whether they are located within or outside of the proposed plat.

			<i>Commission Findings</i>	This standard does not apply as no new drainage canals or structures are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.J .21	All percolation tests and/or exploratory pit excavations required by state health authorities.
			<i>Commission Findings</i>	This standard does not apply as no additional tests are required.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J .22	A copy of the provisions of the articles of incorporation and bylaws of homeowners' association and/or condominium declarations to be filed with the final plat of the subdivision.
			<i>Commission Findings</i>	A copy of the Cedars Townhomes Covenants, Conditions and Restrictions is included in the project plans.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J .15	Vicinity map drawn to approximate scale showing the location of the proposed subdivision in reference to existing and/or proposed arterials and collector streets.
			<i>Commission Findings</i>	The project plans include a vicinity map sheet that satisfies this requirement.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J .16	The boundaries of the floodplain, floodway and avalanche zoning district shall also be clearly delineated and marked on the preliminary plat.
			<i>Commission Findings</i>	The entirety of the subject property is within the Avalanche Zone, as is indicated in plat note #5 of the preliminary plat. The subject property is not within the floodplain or floodway.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J .17	Building envelopes shall be shown on each lot, all or part of which is within a floodway, floodplain, or avalanche zone; or any lot that is adjacent to the Big Wood River, Trail Creek, or Warm Springs Creek; or any lot, a portion of which has a slope of twenty five percent (25%) or greater; or upon any lot which will be created adjacent to the intersection of two (2) or more streets.
			<i>Commission Findings</i>	The subject property is within the Avalanche Zone and the preliminary plat includes a building envelope on the lot. The subject property is not within the floodway or floodplain and is not adjacent to the Big Wood River, Trail Creek, or Warm Springs. The subject property does not contain slopes greater than 25% and is not adjacent to an intersection.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J .18	Lot area of each lot.
			<i>Commission Findings</i>	As shown on the preliminary plat, the area of Sublot 1 is 4,525 square feet and the area of Sublot 2 is 5,475 square feet.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J .19	Existing mature trees and established shrub masses.
			<i>Commission Findings</i>	As shown on the preliminary plat, there are a variety of trees and shrubs existing on the property and adjacent to the property within the right-of-way.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J .23	A current title report shall be provided at the time that the preliminary plat is filed with the administrator, together with a copy of the owner's recorded deed to such property.
			<i>Commission Findings</i>	As part of the application materials, the applicant provided a title report for Condominium Unit 1 issued by Stewart Title Guarantee Company dated

				November 3, 2022, and a title report for Condominium Unit 2 issued by issued by Stewart Title Guarantee Company dated October 17, 2022.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J .24	A digital copy of the preliminary plat shall be filed with the administrator.
			<i>Commission Findings</i>	The City of Ketchum received a digital copy of the Cedars Townhomes preliminary plat at the time of application submittal.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.A	Required Improvements: The improvements set forth in this section shall be shown on the preliminary plat and installed prior to approval of the final plat. Construction design plans shall be submitted and approved by the city engineer. All such improvements shall be in accordance with the comprehensive plan and constructed in compliance with construction standard specifications adopted by the city. Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.
			<i>Commission Findings</i>	No improvements are required or proposed for this application. The subject property does not include any watercourses, rock outcroppings, shrub masses, or historic areas.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.B	Improvement Plans: Prior to approval of final plat by the commission, the subdivider shall file two (2) copies with the city engineer, and the city engineer shall approve construction plans for all improvements required in the proposed subdivision. Such plans shall be prepared by a civil engineer licensed in the state.
			<i>Commission Findings</i>	This standard does not apply as this is a preliminary plat application, not a final plat application.
<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 conditions or other factors beyond the control of the subdivider, the city council may accept, in lieu of any or all of the required improvements, a performance bond filed with the city clerk to ensure actual construction of the required improvements as submitted and approved. Such performance bond shall be issued in an amount not less than one hundred fifty percent (150%) of the estimated costs of improvements as determined by the city engineer. In the event the improvements are not constructed within the time allowed by the city council (which shall be one year or less, depending upon the individual circumstances), the council may order the improvements installed at the expense of the subdivider and the surety. In the event the cost of installing the required improvements exceeds the amount of the bond, the subdivider shall be liable to the city for additional costs. The amount that the cost of installing the required improvements exceeds the amount of the performance bond shall automatically become a lien upon any and all property within the subdivision owned by the owner and/or subdivider.
			<i>Commission Findings</i>	This standard does not apply as this is a preliminary plat application, not a final plat application.

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.D	<p>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.</p>
			<i>Commission Findings</i>	This standard does not apply as this is a preliminary plat application, not a final plat application.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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>Commission Findings</i>	This standard does not apply as this is a preliminary plat application, not a final plat application.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.F	<p>Lot Requirements:</p> <ol style="list-style-type: none"> 1. Lot size, width, depth, shape and orientation and minimum building setback lines shall be in compliance with the zoning district in which the property is located and compatible with the location of the subdivision and the type of development, and preserve solar access to adjacent properties and buildings. 2. Whenever a proposed subdivision contains lot(s), in whole or in part, within the floodplain, or which contains land with a slope in excess of twenty five percent (25%), based upon natural contours, or creates corner lots at the intersection of two (2) or more streets, building envelopes shall be shown for the lot(s) so affected on the preliminary and final plats. The building envelopes shall be located in a manner designed to promote harmonious development of structures, minimize congestion of structures, and provide open space and solar access for each lot and structure. Also, building envelopes shall be located to promote access to the lots and maintenance of public utilities, to minimize cut and fill for roads and building foundations, and minimize adverse impact upon environment, watercourses and topographical features. Structures may only be built on buildable lots. Lots shall only be created that meet the definition of "lot, buildable" in section 16.04.020 of this chapter. Building envelopes shall be

			<p>established outside of hillsides of twenty five percent (25%) and greater and outside of the floodway. A waiver to this standard may only be considered for the following:</p> <ol style="list-style-type: none"> a. For lot line shifts of parcels that are entirely within slopes of twenty five percent (25%) or greater to create a reasonable building envelope, and mountain overlay design review standards and all other city requirements are met. b. For small, isolated pockets of twenty five percent (25%) or greater that are found to be in compliance with the purposes and standards of the mountain overlay district and this section. <p>3. Corner lots shall have a property line curve or corner of a minimum radius of twenty five feet (25') unless a longer radius is required to serve an existing or future use.</p> <p>4. Side lot lines shall be within twenty degrees (20°) to a right angle or radial line to the street line.</p> <p>5. Double frontage lots shall not be created. A planting strip shall be provided along the boundary line of lots adjacent to arterial streets or incompatible zoning districts.</p> <p>6. Every lot in a subdivision shall have a minimum of twenty feet (20') of frontage on a dedicated public street or legal access via an easement of twenty feet (20') or greater in width. Easement shall be recorded in the office of the Blaine County recorder prior to or in conjunction with recordation of the final plat.</p>
		<i>Commission Findings</i>	<ol style="list-style-type: none"> 1. The proposed townhouse subdivision meets all dimensional standards as outlined in the GR-L zone district for the parent lot. The minimum lot size is 8,000 square feet and the parent lot is 10,000 square feet. The existing structure meets minimum setback requirements in the GR-L zone for the front, sides, and rear. 2. The subject property is entirely within the A Zone and the preliminary plat includes a building envelope, as is required for lots within the A Zone. 3. The subject property is a not a corner lot. 4. The parent lot of the townhouse subdivision and the newly created subplot lot line is within 20 degrees to a right angle to the street lot line along Cedar Drive. 5. The subject property is not a double frontage lot. 6. Both Sublots have a minimum of 20 feet of frontage on Cedar Drive.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>16.04.040.G</p> <p>Block Requirements: The length, width and shape of blocks within a proposed subdivision shall conform to the following requirements:</p> <ol style="list-style-type: none"> 1. No block shall be longer than one thousand two hundred feet (1,200'), nor less than four hundred feet (400') between the street intersections, and shall have sufficient depth to provide for two (2) tiers of lots. 2. Blocks shall be laid out in such a manner as to comply with the lot requirements.

				<p>3. The layout of blocks shall take into consideration the natural topography of the land to promote access within the subdivision and minimize cuts and fills for roads and minimize adverse impact on environment, watercourses and topographical features.</p> <p>4. Corner lots shall contain a building envelope outside of a seventy five foot (75') radius from the intersection of the streets.</p>
			<i>Commission Findings</i>	This standard does not apply as no new blocks are being created.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H	<p>Street Improvement Requirements:</p> <ol style="list-style-type: none"> 1. The arrangement, character, extent, width, grade and location of all streets put in the proposed subdivision shall conform to the comprehensive plan and shall be considered in their relation to existing and planned streets, topography, public convenience and safety, and the proposed uses of the land; 2. All streets shall be constructed to meet or exceed the criteria and standards set forth in chapter 12.04 of this code, and all other applicable ordinances, resolutions or regulations of the city or any other governmental entity having jurisdiction, now existing or adopted, amended or codified; 3. Where a subdivision abuts or contains an existing or proposed arterial street, railroad or limited access highway right of way, the council may require a frontage street, planting strip, or similar design features; 4. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods; 5. Street grades shall not be less than three-tenths percent (0.3%) and not more than seven percent (7%) so as to provide safe movement of traffic and emergency vehicles in all weather and to provide for adequate drainage and snow plowing; 6. In general, partial dedications shall not be permitted, however, the council may accept a partial street dedication when such a street forms a boundary of the 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; 7. Dead end streets may be permitted only when such street terminates at the boundary of a subdivision and is necessary for the development of the subdivision or the future development of the adjacent property. When such a dead end street serves more than two (2) lots, a temporary turnaround easement shall be provided, which easement shall revert to the adjacent lots when the street is extended; 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

			<p>a minimum turnaround radius of sixty feet (60') at the property line and not less than forty five feet (45') at the curb line;</p> <p>9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°);</p> <p>10. Where any street deflects an angle of ten degrees (10°) or more, a connecting curve shall be required having a minimum centerline radius of three hundred feet (300') for arterial and collector streets, and one hundred twenty five feet (125') for minor streets;</p> <p>11. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited;</p> <p>12. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets;</p> <p>13. Proposed streets which are a continuation of an existing street shall be given the same names as the existing street. All new street names shall not duplicate or be confused with the names of existing streets within Blaine County, Idaho. The subdivider shall obtain approval of all street names within the proposed subdivision from the commission before submitting same to council for preliminary plat approval;</p> <p>14. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills;</p> <p>15. Street patterns of residential areas shall be designed to create areas free of through traffic, but readily accessible to adjacent collector and arterial streets;</p> <p>16. Reserve planting strips controlling access to public streets shall be permitted under conditions specified and shown on the final plat, and all landscaping and irrigation systems shall be installed as required improvements by the subdivider;</p> <p>17. In general, the centerline of a street shall coincide with the centerline of the street right of way, and all crosswalk markings shall be installed by the subdivider as a required improvement;</p> <p>18. Street lighting may be required by the commission or council where appropriate and shall be installed by the subdivider as a requirement improvement;</p> <p>19. Private streets may be allowed upon recommendation by the commission and approval by the council. Private streets shall be constructed to meet the design standards specified in subsection H2 of this section;</p> <p>20. Street signs shall be installed by the subdivider as a required improvement of a type and design approved by the administrator and shall be consistent with the type and design of existing street signs elsewhere in the city;</p> <p>21. Whenever a proposed subdivision requires construction of a new bridge, or will create substantial additional traffic which will require construction of a new bridge or improvement of an existing bridge, such construction or improvement shall be a required improvement by the subdivider. Such construction or improvement shall be in accordance with adopted standard specifications;</p>
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			<i>Commission Findings</i>	This standard does not apply as no new streets are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.I	<p>Alley Improvement Requirements: Alleys shall be provided in business, commercial and light industrial zoning districts. The width of an alley shall be not less than twenty feet (20'). Alley intersections and sharp changes in alignment shall be avoided, but where necessary, corners shall be provided to permit safe vehicular movement. Dead end alleys shall be prohibited. Improvement of alleys shall be done by the subdivider as required improvement and in conformance with design standards specified in subsection H2 of this section.</p>
			<i>Commission Findings</i>	This standard does not apply as the subject property is not adjacent to an alley.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.J	<p>Required Easements: Easements, as set forth in this subsection, shall be required for location of utilities and other public services, to provide adequate pedestrian circulation and access to public waterways and lands.</p> <p>1. A public utility easement at least ten feet (10') in width shall be required within the street right of way boundaries of all private streets. A public utility easement at least five feet (5') in width shall be required within property boundaries adjacent to Warm Springs Road and within any other property boundary as determined by the city engineer to be necessary for the provision of adequate public utilities.</p> <p>2. Where a subdivision contains or borders on a watercourse, drainageway, channel or stream, an easement shall be required of sufficient width to contain such watercourse and provide access for private maintenance and/or reconstruction of such watercourse.</p> <p>3. All subdivisions which border the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a ten foot (10') fish and nature study easement along the riverbank. Furthermore, the council shall require, in appropriate areas, an easement providing access through the subdivision to the bank as a sportsman's access. These easement requirements are minimum standards, and in appropriate cases where a subdivision abuts a portion of the river adjacent to an existing pedestrian easement, the council may require an extension of that easement along the portion of the riverbank which runs through the proposed subdivision.</p> <p>4. All subdivisions which border on the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a twenty five foot (25') scenic easement upon which no permanent structure shall be built in order to protect the natural vegetation and wildlife along the riverbank and to protect structures from damage or loss due to riverbank erosion.</p> <p>5. No ditch, pipe or structure for irrigation water or irrigation wastewater shall be constructed, rerouted or changed in the course of planning for or</p>

				<p>constructing required improvements within a proposed subdivision unless same has first been approved in writing by the ditch company or property owner holding the water rights. A written copy of such approval shall be filed as part of required improvement construction plans.</p> <p>6. Nonvehicular transportation system easements including pedestrian walkways, bike paths, equestrian paths, and similar easements shall be dedicated by the subdivider to provide an adequate nonvehicular transportation system throughout the city.</p>
			<i>Commission Findings</i>	<p>The Cedars Townhomes sublots have mutual reciprocal utility easements for maintenance and repair of public utilities, as indicated in plat note #8. Standards 2-6 do not apply to the project as the property is not adjacent to any of the listed waterways, not adjacent to Warm Springs, does not contain any irrigation infrastructure, and does not include pedestrian or equestrian pathways.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.K	<p>Sanitary Sewage Disposal Improvements: Central sanitary sewer systems shall be installed in all subdivisions and connected to the Ketchum sewage treatment system as a required improvement by the subdivider.</p> <p>Construction plans and specifications for central sanitary sewer extension shall be prepared by the subdivider and approved by the city engineer, council and Idaho health department prior to final plat approval. In the event that the sanitary sewage system of a subdivision cannot connect to the existing public sewage system, alternative provisions for sewage disposal in accordance with the requirements of the Idaho department of health and the council may be constructed on a temporary basis until such time as connection to the public sewage system is possible. In considering such alternative provisions, the council may require an increase in the minimum lot size and may impose any other reasonable requirements which it deems necessary to protect public health, safety and welfare.</p>
			<i>Commission Findings</i>	<p>This standard does not apply as this application does not create a new subdivision. Both sublots are directly connected to the City of Ketchum sewer system main found in Cedar Drive.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.L	<p>Water System Improvements: A central domestic water distribution system shall be installed in all subdivisions by the subdivider as a required improvement. The subdivider shall also be required to locate and install an adequate number of fire hydrants within the proposed subdivision according to specifications and requirements of the city under the supervision of the Ketchum fire department and other regulatory agencies having jurisdiction. Furthermore, the central water system shall have sufficient flow for domestic use and adequate fire flow. All such water systems installed shall be looped extensions, and no dead end systems shall be permitted. All water systems shall be connected to the municipal water system and shall meet the standards of the following agencies: Idaho department of public health, Idaho survey and rating bureau, district sanitarian, Idaho state public utilities commission, Idaho department of reclamation, and all requirements of the city.</p>

			<i>Commission Findings</i>	This standard does not apply as this application does not create a new subdivision. The preliminary plat indicates that both townhouse sublots are serviced by individual water lines.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.M	Planting Strip Improvements: Planting strips shall be required improvements. When a predominantly residential subdivision is proposed for land adjoining incompatible uses or features such as highways, railroads, commercial or light industrial districts or off street parking areas, the subdivider shall provide planting strips to screen the view of such incompatible features. The subdivider shall submit a landscaping plan for such planting strip with the preliminary plat application, and the landscaping shall be a required improvement.
			<i>Commission Findings</i>	This standard does not apply as this application does not create a new subdivision. There are no incompatible uses adjacent to the proposed townhouse sublots.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.N	Cuts, Fills, And Grading Improvements: Proposed subdivisions shall be carefully planned to be compatible with natural topography, soil conditions, geology and hydrology of the site, as well as to minimize cuts, fills, alterations of topography, streams, drainage channels, and disruption of soils and vegetation. The design criteria shall include the following: <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

				<p>revegetation has been installed and established, the subdivider shall maintain and protect all disturbed surfaces from erosion.</p> <p>6. Where cuts, fills, or other excavations are necessary, the following development standards shall apply:</p> <ul style="list-style-type: none"> a. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability. b. Fills shall be compacted to at least ninety five percent (95%) of maximum density as determined by AASHO T99 (American Association of State Highway Officials) and ASTM D698 (American standard testing methods). c. Cut slopes shall be no steeper than two horizontal to one vertical (2:1). Subsurface drainage shall be provided as necessary for stability. d. Fill slopes shall be no steeper than three horizontal to one vertical (3:1). Neither cut nor fill slopes shall be located on natural slopes of three to one (3:1) or steeper, or where fill slope toes out within twelve feet (12') horizontally of the top and existing or planned cut slope. e. Toes of cut and fill slopes shall be set back from property boundaries a distance of three feet (3'), plus one-fifth (1/5) of the height of the cut or the fill, but may not exceed a horizontal distance of ten feet (10'); tops and toes of cut and fill slopes shall be set back from structures at a distance of at least six feet (6'), plus one-fifth (1/5) of the height of the cut or the fill. Additional setback distances shall be provided as necessary to accommodate drainage features and drainage structures.
			<i>Commission Findings</i>	This standard does not apply as this application is the subdivision of an existing lot and no drainage improvements to the site are required or proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.O	<p>Drainage Improvements: The subdivider shall submit with the preliminary plat application such maps, profiles, and other data prepared by an engineer to indicate the proper drainage of the surface water to natural drainage courses or storm drains, existing or proposed. The location and width of the natural drainage courses shall be shown as an easement common to all owners within the subdivision and the city on the preliminary and final plat. All natural drainage courses shall be left undisturbed or be improved in a manner that will increase the operating efficiency of the channel without overloading its capacity. An 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>Commission Findings</i>	This standard does not apply as this application is the subdivision of an existing lot and no improvements to the site are proposed.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.P	Utilities: In addition to the terms mentioned in this section, all utilities including, but not limited to, electricity, natural gas, telephone and cable

				services shall be installed underground as a required improvement by the subdivider. Adequate provision for expansion of such services within the subdivision or to adjacent lands including installation of conduit pipe across and underneath streets shall be installed by the subdivider prior to construction of street improvements.
			<i>Commission Findings</i>	All utilities are existing and are located underground per the KMC requirements.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.Q	Off Site Improvements: Where the offsite impact of a proposed subdivision is found by the commission or council to create substantial additional traffic, improvements to alleviate that impact may be required of the subdivider prior to final plat approval, including, but not limited to, bridges, intersections, roads, traffic control devices, water mains and facilities, and sewer mains and facilities.
			<i>Commission Findings</i>	This standard does not apply as this application is the subdivision of an existing lot and no improvements to the site are proposed therefore it will not create additional traffic

CONCLUSIONS OF LAW

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

DECISION

THEREFORE, the City Council **approves** the Cedars Townhomes Subdivision Preliminary Plat Application File No. P24-013 this Monday, July 1, 2024, subject to the following conditions of approval.

CONDITIONS OF APPROVAL

4. Failure to record a Final Plat within two (2) years of Council's approval of a Preliminary Plat shall cause the Preliminary Plat to be null and void.

Findings of Fact **adopted** this 1st day of July 2024.

Neil Bradshaw, Mayor
City of Ketchum