



City of Ketchum

February 1, 2021

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve the North Pass Townhomes Subdivision Final Plat

Recommendation and Summary

Staff recommends the Ketchum City Council approve the Townhouse Subdivision Final Plat to convert an existing duplex containing two condominium units into two townhomes. The duplex is located at 128 & 130 Short Swing Lane in the City's General Residential Low Density (GR-L) Zoning District.

Recommended Motion: "I move to approve the North Pass Townhomes Subdivision Final Plat application subject to conditions of approval #1-8."

The reasons for the recommendation are as follows:

- Many duplexes within Ketchum were subdivided as condominiums in the late 1970s and 1980s. Adopted in 1979, the City's first subdivision ordinance only provided for condominiums. It wasn't until 1987 with the City's adoption of Ordinance 460 that townhouse subdivisions were introduced into Ketchum Municipal Code.
- The City has allowed conversion of these units from condominiums to a townhouse form of ownership. Townhouse sublots provide more flexibility to property owners for future improvements.
- The Subdivision Preliminary Plat (P20-041) for the North Pass Townhomes was recommended for approval by the Planning & Zoning Commission on July 13th, 2020 and approved by the Ketchum City Council on August 18th, 2020.

Financial Impact

Following the recordation of the final plat, the Blaine County Assessor's Office will add the townhome units to the tax rolls.

Attachments

- (A) Draft Findings of Fact, Conclusions of Law, and Decision
- (B) North Pass Townhomes Final Plat Application & Submittal

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



City of Ketchum
Planning & Building

IN RE:)
)
North Pass Townhomes Subdivision) KETCHUM CITY COUNCIL
Final Plat) FINDINGS OF FACT, CONCLUSIONS OF LAW, AND
Date: February 1, 2021) DECISION
File Number: 20-123)

PROJECT: North Pass Townhomes Subdivision Final Plat

FILE NUMBER: P20-123

OWNERS: Karoline Droege & Julia Sweeny

REPRESENTATIVE: Bruce Smith, Alpine Enterprises

REQUEST: Townhouse Subdivision Final Plat to convert an existing duplex containing two condominium units into two townhomes

ASSOCIATED PERMITS: Preliminary Plat P20-041, Building Permit 79-68, Condominium Subdivision Application File No. 80-006

LOCATION: 128 & 130 Short Swing Lane (North Pass Condominiums No. 8: Units A & B)

ZONING: General Residential – Low Density (GR-L)

OVERLAY: None

NOTICE: As the final plat substantially conforms to the preliminary plat, a public hearing is not required for this application.

FINDINGS OF FACT

The applicant is requesting Final Plat approval for a Townhouse Subdivision to convert an existing duplex containing two condominium units located at 128 and 130 Short Swing Lane within the City’s General Residential Low Density (GR-L) Zoning District into two townhomes. The subject North Pass Condominiums No. 8 will be subdivided to create two townhouse sublots. No changes are proposed to the existing duplex building or the site. The Subdivision Preliminary Plat (P20-041) for the North Pass Townhomes was recommended for approval by the Planning & Zoning Commission on July 13th, 2020 and approved by the Ketchum City Council on August 18th, 2020.

Many duplexes within Ketchum were subdivided as condominiums in the late 1970s and 1980s. Adopted in 1979, the City’s first subdivision ordinance only provided for condominium subdivisions. It wasn’t until 1987 with the City’s adoption of Ordinance 460 that townhouse subdivisions were introduced into Ketchum Municipal Code.

Condominiums have a different form of ownership than townhomes. With a condo unit, you own the interior volume or the air space within the walls—paint to paint. The condominium association owns the structures and the land. In a townhome, you own both the structure and the land. At a minimum, you own the ground beneath the townhome unit and may own more land. The townhouse subplot defines the portion of land you own in a townhouse development.

The City has allowed conversion of these units from condominiums to a townhouse form of ownership. These conversions are desirable as banks are much more willing to lend on townhouse ownership developments. Townhouse sublots may also provide more flexibility to property owners for future improvements.

The City’s duplex condominium units were built to the building code in effect at the time that they were developed. In general, these duplexes have been constructed with a common one-hour fire-resistance rated wall separating the units. The subject North Pass duplex was built in 1979 (Building Permit 79-68) and subdivided into two condominium units in 1980 (Subdivision Application File No. 80-006). As the existing duplex was built 41 years ago, the building does not meet current building code or separation requirements for townhouses as specified in R302.2 of the International Residential Code and Ketchum Municipal Code §15.04.020. Plat Note No. 4 specifies that the duplex was constructed in 1979 and is not built to the City’s current building code, which requires a common two-hour fire-resistance rate separation wall.

Table 1: City Department Findings

City Department Findings			
Compliant			City Standards and Findings
Yes	No	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Fire: <i>The Fire Code Official has reviewed the plans and does not have any comments or concerns regarding the conversion. Prior to the City Clerk’s signature of final plat, smoke and carbon monoxide detectors shall be installed to meet current building code.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	City Engineer and Streets Department: <i>The conversion of the existing condominium duplex into two townhome units does not qualify as a substantial improvement or impact the right-of-way.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Utilities: <i>Existing sewer and water connections serve the duplex.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Building: <i>Prior to the City Clerk’s signature of final plat, smoke and carbon monoxide detectors shall be installed to meet current building code. In the case of any alterations to the subject structures, all applicable current building and zoning code requirements shall apply.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Planning and Zoning: <i>Comments are denoted throughout the Tables 2 & 3.</i>

Table 2: Findings Regarding Townhouse Final Plat Procedure

Townhouse Final Plat Procedure				
Compliant			Standards and Council Findings	
Yes	No	N/A	City Code	City Standards and Council Findings
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.D	D. Final Plat Procedure: 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>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>
			Council Findings	<i>The duplex was constructed in 1979. No changes to the existing duplex or site are proposed with the final plat application.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.E.1	<p>E. Required Findings: In addition to all Townhouse Developments complying with the applicable provisions of Title 17 and this Subdivision Chapter (§16.04), the Administrator shall find that</p> <p>1. All Townhouse Developments, including each individual subplot, shall not exceed the maximum building coverage requirements of the zoning district.</p>
			Council Findings	<i>The building coverage of the existing duplex development is 24% (2,048 sq ft building coverage/8,788 sq ft lot area), which is 11% less than the maximum permitted in the GR-L Zone.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.E.2	<p>2. Garage: All garages shall be designated on the preliminary and final plats and on all deeds as part of the particular townhouse units. Detached garages may be platted on separate sublots; provided, that the ownership of detached garages is tied to specific townhouse units on the townhouse plat and in any owner's documents, and that the detached garage(s) may not be sold and/or owned separate from any dwelling unit(s) within the townhouse development.</p>
			Council Findings	<i>The existing duplex doesn't include an enclosed garage.</i>
<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>
			Council Findings	<i>All other provisions of this chapter and all applicable ordinances, rules, and regulations of the City and other governmental entities having jurisdiction shall be complied with by the townhouse subdivision.</i>

Table 3: Findings Regarding Townhouse Final Plat Requirements

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

			City Council Findings	<i>The final plat mylar shall be prepared following Ketchum City Council review and approval of the application and shall meet these standards.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.1	Point of beginning of subdivision description tied to at least two (2) governmental survey corners, or in lieu of government survey corners, to monuments recognized by the city engineer.
			City Council Findings	<i>This standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.2	Location and description of monuments.
			City Council Findings	<i>This standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.3	Tract boundary lines, property lines, lot lines, street right of way lines and centerlines, other rights of way and easement lines, building envelopes as required on the preliminary plat, lot area of each lot, boundaries of floodplain and floodway and avalanche district, all with bearings, accurate dimensions in feet and decimals, in degrees and minutes and radii, arcs, central angles, tangents and chord lengths of all curves to the above accuracy.
			City Council Findings	<i>This standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.4	Names and locations of all adjoining subdivisions.
			City Council Findings	<i>The adjacent Warm Springs Subdivision No. 3 Lots 7 and 9 have been noted on the plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.5	Name and right of way width of each street and other public rights of way.
			City Council Findings	<i>This standard has been met. Short Swing Lane is indicated on the plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.6	Location, dimension, and purpose of all easements, public or private.
			City Council Findings	<i>This standard has been met.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.7	The blocks numbered consecutively throughout each block.
			City Council Findings	<i>N/A as this townhouse subdivision does not create a new block.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.8	The outline of any property, other than a street, alley or easement, which is offered for dedication to public use, fully dimensioned by distances and bearings with the area marked "Dedicated to the City of Ketchum for Public Use", together with any other descriptive language with regard to the precise nature of the use of the land so dedicated.
			City Council Findings	<i>N/A as no dedications have been proposed and no dedications are required.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.9	The title, which shall include the name of the subdivision, the name of the city, if appropriate, county and state, and the location and description of the subdivision referenced to section, township, range.
			City Council Findings	<i>This standard has been met. The name of the proposed subdivision is North Pass Townwhomes.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.10	Scale, north arrow and date.
			City Council Findings	<i>This standard has been met.</i>

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.11	Location, width, and names of all existing or dedicated streets and other public ways within or adjacent to the proposed subdivision
			<i>City Council Findings</i>	<i>This standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.12	A provision in the owner's certificate referencing the county recorder's instrument number where the condominium declaration(s) and/or articles of incorporation of homeowners' association governing the subdivision are recorded.
			<i>City Council Findings</i>	<i>As conditioned, this standard will be met prior to recordation of the final plat. The applicant shall include a provision in the owner's certificate referencing the county recorder's instrument number where the article of incorporation of the homeowners' association governing the subdivision are recorded. Plat Note No. 5 references the Covenants, Conditions, and Restrictions for North Pass Townhomes.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.13	Certificate by registered engineer or surveyor preparing the map certifying to the accuracy of surveying plat.
			<i>City Council Findings</i>	<i>As conditioned, this standard will be met prior to recordation of the final plat. The signature block page shall include the surveyor's certification.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.14	A current title report of all property contained within the plat.
			<i>City Council Findings</i>	<i>This standard has been met. A title report and warranty deed were submitted with the final plat application and both are current.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.15	Certification of owner(s) of record and all holders of security interest(s) of record with regard to such property.
			<i>City Council Findings</i>	<i>As conditioned, this standard will be met prior to recordation of the final plat. The signature block page shall include a certificate of ownership and associated acknowledgement from all owners and holders of security interest with regard to the subject property, which shall be signed following Ketchum City Council review and approval of the application and prior to recordation of the final plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.16	Certification and signature of engineer (surveyor) verifying that the subdivision and design standards meet all city requirements.
			<i>City Council Findings</i>	<i>As conditioned), this standard will be met prior to recordation of the final plat. The signature block page shall include the certification and signature of the surveyor verifying that the subdivision and design standards meet all City requirements.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.17	Certification and signature of the city engineer verifying that the subdivision and design standards meet all city requirements.
			<i>City Council Findings</i>	<i>As conditioned, this standard will be met prior to recordation of the Final Plat. The signature block page shall include the City Engineer's approval and verification that the subdivision and design standards meet all City requirements.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.18	Certification and signature of the city clerk of the city of Ketchum verifying that the subdivision has been approved by the council.
			<i>City Council Findings</i>	<i>As conditioned, this standard will be met prior to recordation of the final plat. The signature block page shall include the certification and signature of the City Clerk verifying the subdivision has been approved by City Council.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.19	Notation of any additional restrictions imposed by the council on the development of such subdivision to provide for the public health, safety and welfare.
			<i>City Council Findings</i>	<i>N/A as no restrictions were imposed by the Ketchum City Council during review of the preliminary plat application.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.L	Final Plat Copies: Both a hard copy and a digital copy of the final plat shall be filed

				with the administrator prior to being placed upon the Council's agenda. A digital copy of the final plat as approved by the council and signed by the city clerk shall be filed with the administrator and retained by the city. The Applicant shall also provide the city with a digital copy of the recorded document with its assigned legal instrument number.
			City Council Findings	<i>This standard has been met.</i>
<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.
			Findings	<i>N/A as this application converts an existing duplex into two townhome units.</i>
<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.
			Findings	<i>N/A as no new improvements are proposed with this townhouse subdivision.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.C	Prior to final plat approval, the subdivider shall have previously constructed all required improvements and secured a certificate of completion from the city engineer. However, in cases where the required improvements cannot be constructed due to weather conditions or other factors beyond the control of the subdivider, the city council may accept, in lieu of any or all of the required improvements, a performance bond filed with the city clerk to ensure actual construction of the required improvements as submitted and approved. Such performance bond shall be issued in an amount not less than one hundred fifty percent (150%) of the estimated costs of improvements as determined by the city engineer. In the event the improvements are not constructed within the time allowed by the city council (which shall be one year or less, depending upon the individual circumstances), the council may order the improvements installed at the expense of the subdivider and the surety. In the event the cost of installing the required improvements exceeds the amount of the bond, the subdivider shall be liable to the city for additional costs. The amount that the cost of installing the required improvements exceeds the amount of the performance bond shall automatically become a lien upon any and all property within the subdivision owned by the owner and/or subdivider.
			Findings	<i>N/A as no improvements are proposed with this townhouse subdivision.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.D	As Built Drawing: Prior to acceptance by the city council of any improvements installed by the subdivider, two (2) sets of as built plans and specifications, certified by the subdivider's engineer, shall be filed with the city engineer. Within ten (10) days after completion of improvements and submission of as built drawings, the city engineer shall certify the completion of the improvements and the acceptance of the improvements, and shall submit a copy of such certification

				to the administrator and the subdivider. If a performance bond has been filed, the administrator shall forward a copy of the certification to the city clerk. Thereafter, the city clerk shall release the performance bond upon application by the subdivider.
			Findings	<i>N/A as the duplex building is existing and no improvements are proposed with this townhouse subdivision.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.E	<p>Monumentation: Following completion of construction of the required improvements and prior to certification of completion by the city engineer, certain land survey monuments shall be reset or verified by the subdivider's engineer or surveyor to still be in place. These monuments shall have the size, shape, and type of material as shown on the subdivision plat. The monuments shall be located as follows:</p> <ol style="list-style-type: none"> 1. All angle points in the exterior boundary of the plat. 2. All street intersections, points within and adjacent to the final plat. 3. All street corner lines ending at boundary line of final plat. 4. All angle points and points of curves on all streets. 5. The point of beginning of the subdivision plat description.
			Findings	<i>The applicant shall meet the required monumentation standards prior to recordation of the final plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.F	<p>Lot Requirements:</p> <ol style="list-style-type: none"> 1. Lot size, width, depth, shape and orientation and minimum building setback lines shall be in compliance with the zoning district in which the property is located and compatible with the location of the subdivision and the type of development, and preserve solar access to adjacent properties and buildings. 2. Whenever a proposed subdivision contains lot(s), in whole or in part, within the floodplain, or which contains land with a slope in excess of twenty five percent (25%), based upon natural contours, or creates corner lots at the intersection of two (2) or more streets, building envelopes shall be shown for the lot(s) so affected on the preliminary and final plats. The building envelopes shall be located in a manner designed to promote harmonious development of structures, minimize congestion of structures, and provide open space and solar access for each lot and structure. Also, building envelopes shall be located to promote access to the lots and maintenance of public utilities, to minimize cut and fill for roads and building foundations, and minimize adverse impact upon environment, watercourses and topographical features. Structures may only be built on buildable lots. Lots shall only be created that meet the definition of "lot, buildable" in section 16.04.020 of this chapter. Building envelopes shall be established outside of hillsides of twenty five percent (25%) and greater and outside of the floodway. A waiver to this standard may only be considered for the following: a. For lot line shifts of parcels that are entirely within slopes of twenty five percent (25%) or greater to create a reasonable building envelope, and mountain overlay design review standards and all other city requirements are met. b. For small, isolated pockets of twenty five percent (25%) or greater that are found to be in compliance with the purposes and standards of the mountain overlay district and this section. 3. Corner lots outside of the original Ketchum Townsite shall have a property line curve or corner of a minimum radius of twenty five feet (25') unless a longer radius is required to serve an existing or future use. 4. Side lot lines shall be within twenty degrees (20°) to a right angle or radial line to the street line.

				<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>
			Findings	<p><i>Standards 4, 5, and 6 have been met.</i></p> <p><i>Standards 2 and 3 are not applicable.</i></p> <p><i>Standard 1 has been met. The lot size, width, and depth comply with the dimensional standards for lots required in the GR-L Zone. The existing duplex complies with setbacks from front, rear, and side property lines required in the GR-L Zone.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.G	<p>G. Block Requirements: The length, width and shape of blocks within a proposed subdivision shall conform to the following requirements:</p> <ol style="list-style-type: none"> 1. No block shall be longer than one thousand two hundred feet (1,200'), nor less than four hundred feet (400') between the street intersections, and shall have sufficient depth to provide for two (2) tiers of lots. 2. Blocks shall be laid out in such a manner as to comply with the lot requirements. 3. The layout of blocks shall take into consideration the natural topography of the land to promote access within the subdivision and minimize cuts and fills for roads and minimize adverse impact on environment, watercourses and topographical features. 4. Except in the original Ketchum Townsite, corner lots shall contain a building envelope outside of a seventy five foot (75') radius from the intersection of the streets.
			Findings	<i>N/A. No new blocks are proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.1	<p>H. Street Improvement Requirements:</p> <p>1. The arrangement, character, extent, width, grade and location of all streets put in the proposed subdivision shall conform to the comprehensive plan and shall be considered in their relation to existing and planned streets, topography, public convenience and safety, and the proposed uses of the land;</p>
			Findings	<i>N/A as the subject property is within an existing subdivision. No new streets are proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.2	<p>2. All streets shall be constructed to meet or exceed the criteria and standards set forth in chapter 12.04 of this code, and all other applicable ordinances, resolutions or regulations of the city or any other governmental entity having jurisdiction, now existing or adopted, amended or codified;</p>
			Findings	<i>N/A. This proposal does not create a new street. These standards are not applicable.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.3	<p>3. Where a subdivision abuts or contains an existing or proposed arterial street, railroad or limited access highway right of way, the council may require a frontage street, planting strip, or similar design features;</p>
			Findings	<i>N/A. No street frontage improvements like planting strips are required.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.4	<p>4. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods;</p>
			Findings	<i>N/A. This proposal does not create a new street. These standards are not applicable.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.5	<p>5. Street grades shall not be less than three-tenths percent (0.3%) and not more than seven percent (7%) so as to provide safe movement of traffic and</p>

				emergency vehicles in all weather and to provide for adequate drainage and snow plowing;
			Findings	<i>N/A. This proposal does not create a new street. These standards are not applicable.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.6	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;
			Findings	<i>N/A. This proposal does not create a new street. These standards are not applicable.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.7	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;
			Findings	<i>N/A. This proposal does not create a new street. These standards are not applicable.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.8	8. A cul-de-sac, court or similar type street shall be permitted only when necessary to the development of the subdivision, and provided, that no such street shall have a maximum length greater than four hundred feet (400') from entrance to center of turnaround, and all cul-de-sacs shall have a minimum turnaround radius of sixty feet (60') at the property line and not less than forty five feet (45') at the curb line;
			Findings	<i>N/A. The townhouse sublots are within an existing subdivision. No new streets are proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.9	9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°);
			Findings	<i>N/A. The townhouse sublots are within an existing subdivision. No new streets are proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.10	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;
			Findings	<i>N/A. The townhouse sublots are within an existing subdivision. No new streets are proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.11	11. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited;
			Findings	<i>N/A. The townhouse sublots are within an existing subdivision. No new streets are proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.12	12. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets;
			Findings	<i>N/A. The townhouse sublots are within an existing subdivision. No new streets are proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.13	13. Proposed streets which are a continuation of an existing street shall be given the same names as the existing street. All new street names shall not duplicate or be confused with the names of existing streets within Blaine County, Idaho. The subdivider shall obtain approval of all street names within the proposed subdivision from the County Assessor's office before submitting same to council for preliminary plat approval;

			Findings	<i>N/A. The townhouse sublots are within an existing subdivision. No new streets are proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.14	14. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills;
			Findings	<i>N/A. The townhouse sublots are within an existing subdivision. No new streets are proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.15	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;
			Findings	<i>N/A. The townhouse sublots are within an existing subdivision. No new streets are proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.16	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;
			Findings	<i>N/A. The townhouse sublots are within an existing subdivision. No new streets are proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.17	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;
			Findings	<i>N/A. The townhouse sublots are within an existing subdivision. No new streets are proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.18	18. Street lighting shall be required consistent with adopted city standards and where designated shall be installed by the subdivider as a requirement improvement;
			Findings	<i>N/A. The townhouse sublots are within an existing subdivision. No new streets are proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.19	19. Private streets may be allowed upon recommendation by the commission and approval by the Council. Private streets shall be constructed to meet the design standards specified in subsection H2 of this section and chapter 12.04 of this code;
			Findings	<i>N/A. The townhouse sublots are within an existing subdivision. No new streets are proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.20	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;
			Findings	<i>N/A. The townhouse sublots are within an existing subdivision. No new streets are proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.21	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;
			Findings	<i>N/A. This proposal does not require construction of a new bridge or impact any existing bridges.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.22	22. Sidewalks, curbs and gutters shall be required consistent with adopted city standards and where designated shall be a required improvement installed by the subdivider;
			Findings	<i>N/A. The subject properties abut an existing developed street within a residential area. No sidewalks are required for the project.</i>

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.23	23. Gates are prohibited on private roads and parking access/entranceways, private driveways accessing more than one single-family dwelling unit and one accessory dwelling unit, and public rights-of-way unless approved by the City Council; and
			Findings	<i>N/A. No private roads or gates are proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.24	24. No new public or private streets or flag lots associated with a proposed subdivision (land, planned unit development, townhouse, condominium) are permitted to be developed on parcels within the Avalanche Zone
			Findings	<i>N/A. The townhouse sublots are not located within the Avalanche Zone and no new public or private streets or flag lots are proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.I	I. Alley Improvement Requirements: Alleys shall be provided in, commercial and light industrial zoning districts. The width of an alley shall be not less than twenty feet (20'). Alley intersections and sharp changes in alignment shall be avoided, but where necessary, corners shall be provided to permit safe vehicular movement. Dead end alleys shall be permitted only within the original Ketchum Townsite and only after due consideration of the interests of the owners of property adjacent to the dead end alley including, but not limited to, the provision of fire protection, snow removal and trash collection services to such properties. Improvement of alleys shall be done by the subdivider as required improvement and in conformance with design standards specified in subsection H2 of this section.
			Findings	<i>N/A. The townhouse sublots are located within the GR-L Zone and do not abut an alley.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.J.1	J. 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. 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.
			Findings	<i>N/A. This subdivision does not create a new private street and the property is not located adjacent to Warm Springs Road. The City Engineer does not require a public utility easement for this townhouse subdivision.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.J.2	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.
			Findings	<i>N/A. The townhouse sublots do not border a waterway.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.J.3	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.
			Findings	<i>N/A. The townhouse sublots do not border a waterway.</i>

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.J.4	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.
			Findings	<i>N/A. The townhouse sublots do not border a waterway.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.J.5	5. No ditch, pipe or structure for irrigation water or irrigation wastewater shall be constructed, rerouted or changed in the course of planning for or constructing required improvements within a proposed subdivision unless same has first been approved in writing by the ditch company or property owner holding the water rights. A written copy of such approval shall be filed as part of required improvement construction plans.
			Findings	<i>N/A. No changes to ditches, pipes, or other irrigation structures are proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.J.6	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.
			Findings	<i>N/A. The townhouse sublots are within an existing, platted subdivision.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.K	K. Sanitary Sewage Disposal Improvements: Central sanitary sewer systems shall be installed in all subdivisions and connected to the Ketchum sewage treatment system as a required improvement by the subdivider. Construction plans and specifications for central sanitary sewer extension shall be prepared by the subdivider and approved by 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.
			Findings	<i>N/A. The townhouse sublots are within an existing subdivision, which contains all necessary sewer infrastructure.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.L	L. Water System Improvements: A central domestic water distribution system shall be installed in all subdivisions by the subdivider as a required improvement. The subdivider shall also be required to locate and install an adequate number of fire hydrants within the proposed subdivision according to specifications and requirements of the City under the supervision of the Ketchum Fire Department and other regulatory agencies having jurisdiction. Furthermore, the central water system shall have sufficient flow for domestic use and adequate fire flow. All such water systems installed shall be looped extensions, and no dead end systems shall be permitted. All water systems shall be connected to the Municipal water system and shall meet the standards of the following agencies: Idaho Department of Public Health, Idaho Survey and Rating Bureau, District Sanitarian, Idaho State Public Utilities Commission, Idaho Department of Reclamation, and all requirements of the City.
			Findings	<i>N/A. The townhouse sublots are within an existing subdivision, which contains all necessary water infrastructure.</i>

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.M	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.
			Findings	<i>N/A. The townhouse sublots are within an existing subdivision in a residential neighborhood.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.N.1	N. Cuts, Fills, And Grading Improvements: Proposed subdivisions shall be carefully planned to be compatible with natural topography, soil conditions, geology and hydrology of the site, as well as to minimize cuts, fills, alterations of topography, streams, drainage channels, and disruption of soils and vegetation. The design criteria shall include the following: 1. A preliminary soil report prepared by a qualified engineer may be required by the commission and/or Council as part of the preliminary plat application.
			Findings	<i>N/A no cuts, fills, or grading improvements are proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.N.2	2. Preliminary grading plan prepared by a civil engineer shall be submitted as part of all preliminary plat applications. Such plan shall contain the following information: a. Proposed contours at a maximum of five foot (5') contour intervals. b. Cut and fill banks in pad elevations. c. Drainage patterns. d. Areas where trees and/or natural vegetation will be preserved. e. Location of all street and utility improvements including driveways to building envelopes. f. Any other information which may reasonably be required by the Administrator, commission or Council to adequately review the affect of the proposed improvements.
			Findings	<i>N/A no changes to the site's existing grade are proposed with the project.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.N.3	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.
			Findings	<i>N/A no changes to the site's existing are proposed with the project.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.N.4	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.
			Findings	<i>N/A. The duplex is an existing development.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.N.5	5. Where existing soils and vegetation are disrupted by subdivision development, provision shall be made by the subdivider for revegetation of disturbed areas with perennial vegetation sufficient to stabilize the soil upon completion of the construction. Until such times as such revegetation has been installed and established, the subdivider shall maintain and protect all disturbed surfaces from erosion.
			Findings	<i>N/A as no new development is proposed with the project.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.N.6	6. Where cuts, fills, or other excavations are necessary, the following development standards shall apply:

				<p>a. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability.</p> <p>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).</p> <p>c. Cut slopes shall be no steeper than two horizontal to one vertical (2:1). Subsurface drainage shall be provided as necessary for stability.</p> <p>d. Fill slopes shall be no steeper than three horizontal to one vertical (3:1). Neither cut nor fill slopes shall be located on natural slopes of three to one (3:1) or steeper, or where fill slope toes out within twelve feet (12') horizontally of the top and existing or planned cut slope.</p> <p>e. Toes of cut and fill slopes shall be set back from property boundaries a distance of three feet (3'), plus one-fifth (1/5) of the height of the cut or the fill, but may not exceed a horizontal distance of ten feet (10'); tops and toes of cut and fill slopes shall be set back from structures at a distance of at least six feet (6'), plus one-fifth (1/5) of the height of the cut or the fill. Additional setback distances shall be provided as necessary to accommodate drainage features and drainage structures.</p>
			Findings	<i>N/A no significant cuts, fills, or excavation are proposed as the development is existing.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.0	<p>O. 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>
			Findings	<i>N/A. No natural drainage courses are proposed to be disturbed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.P	<p>P. Utilities: In addition to the terms mentioned in this section, all utilities including, but not limited to, electricity, natural gas, telephone and cable services shall be installed underground as a required improvement by the subdivider. Adequate provision for expansion of such services within the subdivision or to adjacent lands including installation of conduit pipe across and underneath streets shall be installed by the subdivider prior to construction of street improvements.</p>
			Findings	<i>N/A no new utility improvements are proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.Q	<p>Q. Off Site Improvements: Where the off site impact of a proposed subdivision is found by the commission or Council to create substantial additional traffic, improvements to alleviate that impact may be required of the subdivider prior to final plat approval, including, but not limited to, bridges, intersections, roads, traffic control devices, water mains and facilities, and sewer mains and facilities.</p>
			Findings	<i>N/A. The townhouse subdivision does not trigger off-site improvements.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.R	<p>R. Avalanche And Mountain Overlay: All improvements and plats (land, planned unit development, townhouse, condominium) created pursuant to this chapter shall comply with City of Ketchum Avalanche Zone District and Mountain Overlay Zoning District requirements as set forth in Title 17 of this Code.</p>

			Findings	<i>N/A. The townhouse sublots are not located in the Avalanche or Mountain overlay zoning districts.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.S	S. Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.
			Findings	<i>N/A as the townhouse sublots are located within an existing residential subdivision.</i>

CONCLUSIONS OF LAW

1. The City of Ketchum is a municipal corporation organized under Article XII of the Idaho Constitution and the laws of the State of Idaho, Title 50, Idaho Code.
2. Under Chapter 65, Title 67, of the Idaho Code the City has passed a subdivision ordinance, Title 16.
4. The City Council has authority to review and approve the applicant’s Final Plat Application pursuant to Chapter 16.04 of Ketchum Code Title 16.
5. The project **does** meet the standards of approval under Chapter 16.04 of Subdivision Code Title 16.

DECISION

THEREFORE, the Ketchum City Council **approves** this Final Plat application this Monday, February 1st, 2021 subject to the following conditions:

CONDITIONS OF APPROVAL

1. The project shall meet all requirements of the Fire, Utility, Building, Streets/City Engineer, and Planning requirements as specified in Table 1.
2. The project shall comply with all conditions and comments as specified in Table 2 and 3.
3. The recorded plat shall show a minimum of two Blaine County Survey Control Monuments with ties to the property and an inverse between the two monuments. The Survey Control Monuments shall be clearly identified on the face of the map.
4. An electronic CAD file shall be submitted to the City of Ketchum prior to final plat signature by the City Clerk. The electronic CAD file shall be submitted to the Blaine County Recorder’s office concurrent with the recording of the Plat containing the following minimum data:
 - a. Line work delineating all parcels and roadways on a CAD layer/level designated as “parcel”;
 - b. Line work delineating all roadway centerlines on a CAD layer/level designated as “road”; and,
 - c. Line work that reflects the ties and inverses for the Survey Control Monuments shown on the face of the Plat shall be shown on a CAD layer/level designated as “control”; and,
 - d. All information within the electronic file shall be oriented and scaled to Grid per the Idaho State Plane Coordinate System, Central Zone, NAD1983 (1992), U.S. Survey Feet, using the Blaine County Survey Control Network. Electronic CAD files shall be submitted in a “.dwg”, “.dgn” or “.shp” format and shall be submitted digitally to the City on a compact disc. When the endpoints of the lines submitted are indicated as coincidental with another line, the CAD line endpoints shall be separated by no greater than 0.0001 drawing units.
5. The applicant shall provide a copy of the recorded final plat to the Department of Planning and Building for the official file on the application.
6. The Townhouse Declaration and Covenants, Conditions, and Restrictions (CC&R’s) shall be simultaneously recorded with the Final Plat. The developer shall submit a final copy of the

document to the Planning & Building Department and file such document prior to recordation of the final plat. The City will not now, nor in the future, determine the validity of the Townhouse Declaration.

7. The project shall comply with all governing ordinance and department conditions pertinent to the Fire Department, Planning & Building Department, Utilities Department, Street Department, and City Engineer.
8. The final plat mylar shall contain all items required under Title 50, Chapter 13, Idaho Code as well as all items required pursuant to KMC §16.04.030J including certificates and signatures.

Findings of Fact **adopted** this 1st day of February 2021.

Neil Bradshaw
Mayor
City of Ketchum

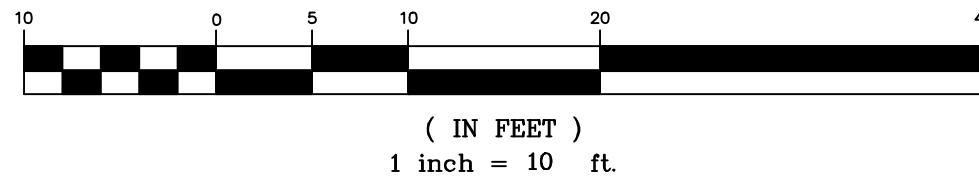
Katrin Sharp
Deputy City Clerk
City of Ketchum

Attachment B:
**North Pass Townhomes Final
Plat Application & Submittal**

A PLAT SHOWING
NORTH PASS TOWNHOMES
 WHEREIN NORTH PASS CONDOMINIUMS NO. 8 ARE CONVERTED TO TOWNHOUSE SUBLOTS
 LOCATED WITHIN
 SECTION 12, T.4 N., R.17 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO

OCTOBER 2020

GRAPHIC SCALE



LEGEND

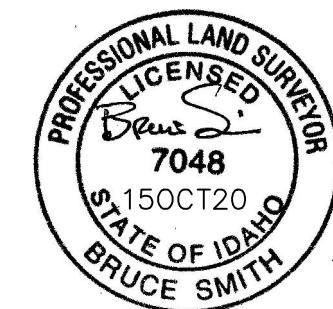
	Subject Property Boundary
	Adjoiner's Lot Line
	Centerline Road
	Existing Building/Structure
	Existing Deck
	Blaine County GIS Control and Ties
●	Set 1/2" Rebar by PLS 7048
○	Found 1/2" Rebar as Shown
NC	No Cap
()	Record Bearing and Distance per Inst. No. 203735

NOTES

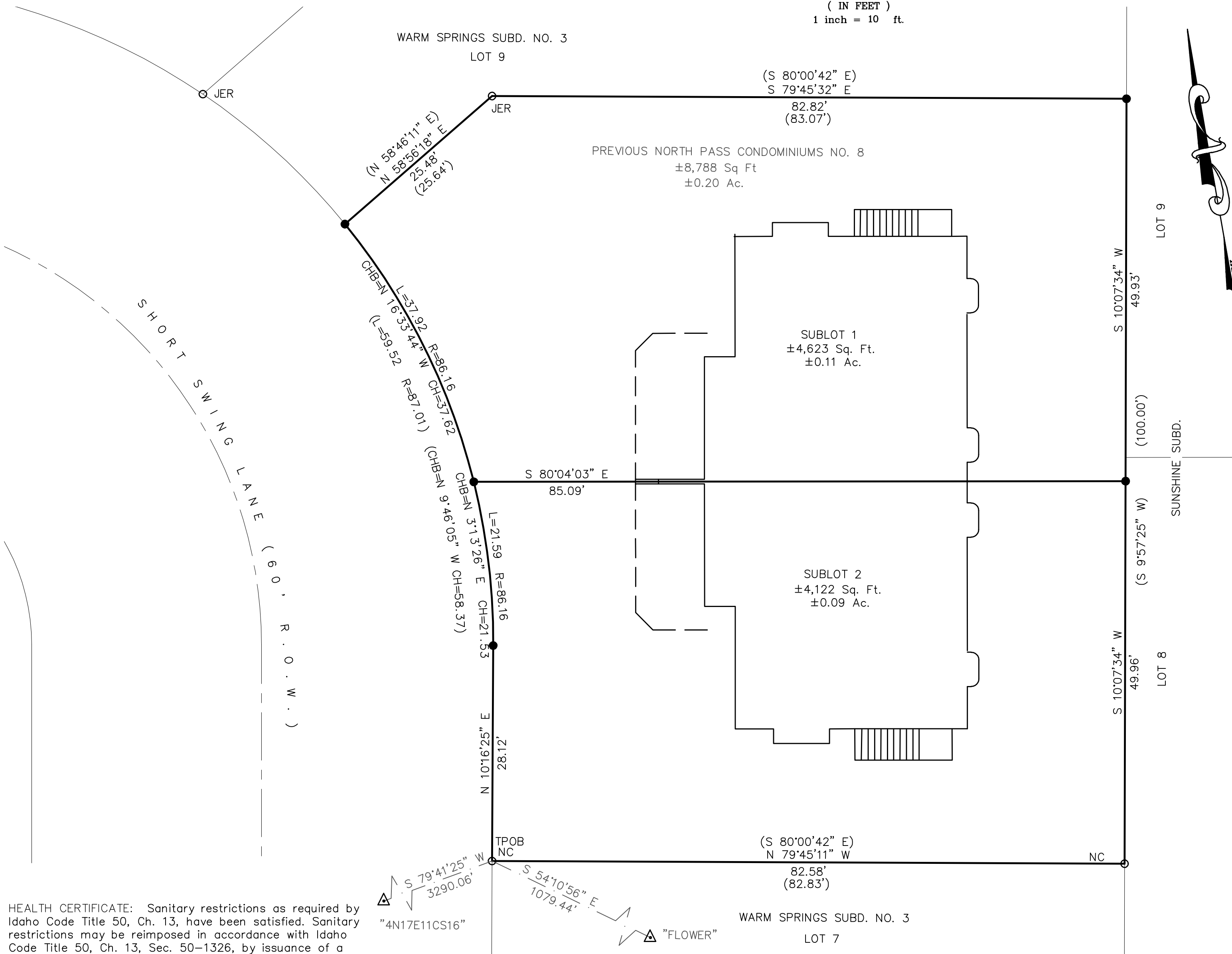
- 1) Basis of Bearings is Idaho State Plane Coordinate System, NAD83, Central Zone, at Grid in US Survey Feet. Combined Scale Factor is 0.999682. Vertical Datum is NAVD1988.
- 2) Boundary Information is from the Plat of North Pass Condominiums No. 8, Inst. No. 203735; Warm Springs Subdivision No. 3, Inst. No. 169338; Sunshine Subdivision, Inst. No. 175493; Blaine County Records.
- 3) North Pass Townhomes shall have Mutual Reciprocal Easements for the maintenance and Repair of Public Utilities.
- 4) This Duplex was constructed in 1979 and converted to a Townhouse pursuant to Ketchum Municipal Code §16.04.070. The Duplex is not in compliance with Section R302.2 of the current International Residential Code and the City's local amendments to the Building Code specified in Ketchum Municipal Code §15.04.020, which require a 2-hour fire-resistant wall assembly separation, in effect at the Date of this Plat.
- 5) The Condominium Plat and Diagrammatic Floor Plan of North Pass Condominium No. 8 and Declaration of Condominium Covenants, Conditions and Restrictions of North Pass Condominium No. 8 recorded May 22, 1980, as Instrument Nos. 203735 and 203734, records of Blaine County, Idaho, are Vacated by the signatures of all owners and Recording this Plat.
- 6) CCRs are Recorded in Blaine County under Inst, No, _____

SURVEYOR NARRATIVE:

The Purpose of this Survey is to create Townhouse Sublots out of the existing Condominium Units platted as North Pass Condominiums No. 8. During the Boundary Retracement of North Pass Condominiums No. 8, it was discovered that some Original Monuments were missing. Missing Monuments were reset by Proportioning from Found Monuments, Bearing-Bearing Intersections and Curve Solutions. All Found Monuments were accepted.



NORTHPASS THMS.
 LT8, BLK1, WARM SPRINGS SUBD. NO.3
 ALPINE ENTERPRISES INC.
 KETCHUM, IDAHO
 SHFFT 1 OF 2



HEALTH CERTIFICATE: Sanitary restrictions as required by Idaho Code Title 50, Ch. 13, have been satisfied. Sanitary restrictions may be reimposed in accordance with Idaho Code Title 50, Ch. 13, Sec. 50-1326, by issuance of a Certificate of Disapproval.

Date _____ South Central Public Health District, EHS

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

JOHN A. SEILLER
Attorney at Law, PLLC, ISB No. 4595
111 North Main Street Suite B
Post Office Box 6200
Ketchum, Idaho 83340
practice@sunvalleylaw.net
(208) 726-5962
FAX 913-0500

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

COVENANTS, CONDITIONS AND RESTRICTIONS OF NORTH PASS TOWNHOMES

The Condominium Plat and Diagrammatic Floor Plan of North Pass Condominium No. 8 and Declaration of Condominium Covenants, Conditions and Restrictions of North Pass Condominium No. 8 recorded May 22, 1980, as Instrument Nos. 203735 and 203734, records of Blaine County, Idaho, are vacated by KAROLINE A. DROEGE, a married woman dealing in her sole and separate property, and JULIA G. SWEENEY, as Trustee of the SWEENEY TESTAMENTARY CREDIT TRUST (collectively referred to as "Owners"). Owners make these COVENANTS, CONDITIONS AND RESTRICTIONS OF NORTH PASS TOWNHOMES (the "CC&Rs") effective at the time of recording as the Owners of all the real property, referred to as Sublots, and binds such Sublots and Owners of the following described real property:

Sublots 1 and 2 of the NORTH PASS TOWNHOMES subdivision plat, recorded as Instrument No. _____, records of Blaine County, Idaho.

The above-reference subdivision plat is referred to as the "Plat" in these CC&Rs, and the subdivision and all Sublots are collectively referred to as "North Pass". The Owners are signing these CC&Rs and the Plat for the benefit and burden of North Pass with the purpose of attempting to preserve value for the present Owners and future Owners. Owners will record the CC&Rs with the Plat in the real property records of Blaine County, Idaho, so that the CC&Rs and Plat become a covenant that runs with, binds and encumbers North Pass until the Owners vacate the Plat and terminate the CC&Rs, as set out below.

1. Definitions.

a. "Association" means the North Pass Association, an unincorporated Idaho association. The Association collects and pays for the Common Expenses for the Common Elements.

b. "Common Elements" means the Townhome exteriors and components common to both Townhomes, including, but not limited to party walls, exterior walls and finished surfaces, ,
COVENANTS, CONDITIONS AND RESTRICTIONS OF NORTH PASS TOWNHOMES

common structural components, exterior trim, roofs, and common utilities, if any. Notwithstanding the above, windows, doors and insulation in the roofing cavity or exterior walls, unless within the party wall, are not part of the Common Elements.

c. "Common Expense" means all expenses, including a maintenance and capital reserve incurred for the upkeep, maintenance, improvement, repair and replacement of any portion of the Common Elements, 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 for North Pass, by reason of these CC&Rs.

d. "Easement" means any and all easements over and across the portions of North Pass and each Sublot incident and necessary to the Common Elements, a Townhome and its Sublot. As necessary or desirable by the Owners, the Easement may be expanded or changed, but unless and until the Common Elements are no longer necessary, the Easement shall not be terminated and shall be used in accordance with the CC&Rs and any plat.

d. "Owner", singular or plural, is 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. An Owner is solely responsible for the acts or omissions of that Owner's lessees, guests or invitees. Each Sublot has only one vote, regardless of the number of actual fee simple title holders.

e. "Sublot", singular or plural, refers to one or more Townhouse Sublots, as defined in the applicable City of Ketchum ("Ketchum") ordinances ("Ordinances), in effect as of the date of these CC&Rs, which are Sublots 1 and 2 within North Pass.

i. "Townhome" refers to a Townhouse Unit as defined in the Ordinance, which is the residential dwelling on each Sublot.

2. A primary purpose for creation of the CC&Rs is the use, maintenance, management and protection and of the Common Elements. Each Owner shall be entitled to use the Common Elements subject to: (1) Each Owner agreeing to comply with the CC&Rs in using the Common Elements; (2) The right of the Association to assess the Owners under the CC&Rs, and specifically, for the Common Expenses; and (3) The right of the Association and its agents and assigns to ingress and egress over, upon, and across the Sublots as necessary and incident to construction, maintenance, repair or replacement of improvements, including without limitation the Common Elements and Townhomes.

3. The Association, provided that both owners agree in writing, may contract with any third party or independent contractor to perform any and all of their collective responsibilities set out in these CC&Rs. Any reference to the Association in these CC&Rs includes an independent contractor or employee acting on the Association's behalf.

4. Maintenance.

a. Owners, through the Association, will collectively maintain Townhome Common Elements and Easements. The term “maintain”, and all variations of the word, includes, without limitation, to construct, enforce, improve, modify, operate, repair, replace, remove or rebuild. The Townhome and interior maintenance to the point that it connects with Common Elements shall be the responsibility of each Owner. In the event the need for maintenance or repair of the Common Elements is caused by uninsured acts or omissions of an Owner, the cost of such maintenance or repair shall, without the consent of the Owners, be added to or become part of the assessment to which such Owner is subject.

b. Party Walls. The Townhomes are constructed with a common party wall between them. The party wall and roof structures are situated approximately on the line between the Sublots and divide the Townhomes. To the extent not inconsistent with the provisions of these CC&Rs, the general common law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply to the party walls.

(1) Maintenance. The cost of maintaining a specific party wall shall be borne equally by the Owners on either side of that party wall.

(2) Damage to Party Wall. In the event of damage or destruction of the party wall from any cause, other than uninsured acts or omissions of an Owner, then the Owners shall, at their joint and equal expense, repair and rebuild said wall, and each Owner shall have the right to the full use of such wall so repaired or rebuilt. In the case of uninsured acts or omissions of an Owner, the other Owner may have the wall repaired and restored 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 these CC&Rs for Assessments.

(3) Repair. Either Owner or the Association shall have the right to break through the party wall for the purpose of repairing or restoring utilities within the wall, subject to the obligation to restore the wall to its previous structural and aesthetic condition, at an Owner’s sole expense as applicable and the payment to the adjoining Owner of any damages caused by it, if applicable, which shall also be enforced pursuant to the assessment procedures set forth in described in these CC&Rs for Assessments.

(4) Easement. Owners shall not alter or change a party wall in any manner, interior decoration excepted, and a party wall shall always remain in the same location as when erected, and each party to said common or division wall shall have a perpetual easement in that part of the premises of the other on which said party wall is located for party wall purposes.

5. Insurance.

a. Types of Insurance. The Association shall obtain and keep in full force and effect at all times the following insurance coverage provided by companies duly authorized to do business in Idaho. The provisions of this section shall not be construed to limit the power or authority of the Association to obtain and maintain insurance coverage, in addition to any

insurance coverage required, in such amounts and in such forms as the Association deems appropriate from time to time.

(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 the casualty against which the insurance is obtained and shall be the primary insurance covering such loss. Such insurance shall include, but not be limited to, 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. The Association may also obtain property insurance at an Owner's sole expense providing coverage on a Townhome for causes such as flood and earthquake damage. The Association may comply with the above requirements by the purchase of blanket coverage and may elect such "deductible" provisions as in the Association's opinion are consistent with good business judgment.

(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 provided that without a change to these CC&Rs, general liability coverage is at least \$500,000 (five hundred thousand dollars). Coverage shall include, without limitation, liability for personal injuries, and activities in connection with the maintenance and other use of the Common Elements and Easements.

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 these CC&Rs. Each policy shall also provide that it cannot be canceled by either the insured or the insurance company until after ten (10) 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 guilty of 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 the policies. The Owners shall apportion the proceeds to the portions of the project which have been damaged and shall determine the amount of the proceeds attributable to repair the damage to each Townhome.

d. Premiums. The Association shall collect insurance premiums as a periodic assessment, procedures set forth in described in these CC&Rs for Assessments.

e. Owner's Individual Insurance. Each Owner must obtain insurance at an Owner's sole expense providing coverage to an Owner's personal property, 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.

6. Assessments.

a. The Association has 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 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 funding the capital reserve. The Association shall send by regular mail, postage prepaid, or electronic mail, provided that a return receipt is given by the recipient, any and all invoices for any and 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.

b. Except as set out below, each Owner will pay half (1/2) of the Common Expenses, unless the Association assesses an individual Owner as set out in these CC&Rs.

c. Within one month after 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. 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 any and all assessments, accrued interest and charges the Association has incurred to collect the assessment. Under the express terms of the CC&Rs, 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 these CC&Rs. 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.

7. Design Review.

a. 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. 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: 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. The 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, from a market value standpoint,

(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. 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.

8. The Association with both 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, the Idaho Code or any applicable ordinance.

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, whether cars, boats or snowmobiles on trailers, campers and any other type of recreational vehicle with advance written Association approval.

d. No exotic, dangerous or vicious 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.

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. Unless otherwise allowed by Idaho Law, 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 applicable ordinances shall be conducted on any Sublot. Nothing in the CC&Rs 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 North Pass, 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.

9. Miscellaneous Provisions.

a. Entire Agreement. These are the entire CC&Rs.

b. Choice of Law. The CC&Rs 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 the CC&Rs upon a Sublot or Owner. The failure of the Association or an Owner to enforce any of the provisions of the CC&Rs at any time shall not constitute a waiver by the Association of the right to enforce any such provision or any other provisions of the CC&Rs. Except for the enforcement of a lien, the Association or Owners shall submit any dispute arising out of or related to the CC&Rs 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 the CC&Rs 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. The CC&Rs 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 the CC&Rs against the Association or each other as a result of having drafted the CC&Rs.

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

h. Amendment. The provisions of these CC&Rs, 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. The CC&Rs 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 these CC&Rs or any amendment, provided that after the foreclosure of any Deed of Trust the Sublot shall remain subject to the CC&Rs as amended.

(Signature of fee simple title holder of all of North Pass on the following page.)

Karoline A. Droege

State of Idaho

County of Blaine

This record was acknowledged before me on _____, 2020, by Karoline A. Droege.

Signature of notary public (Stamp)

My commission expires: _____

Sweeney Testamentary Credit Trust

By: _____
Julia G. Sweeney, Trustee

State of Idaho

County of Blaine

This record was acknowledged before me on _____, 2020, by Julia G. Sweeney, as Trustee of the Sweeney Testamentary Credit Trust.

Signature of notary public (Stamp)

My commission expires: _____

CLTA LOT BOOK GUARANTEE

ISSUED BY
STEWART TITLE GUARANTY COMPANY
a corporation, herein called the Company

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

GUARANTEES

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

Countersigned by:


Authorized Countersignature

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

stewart
title guaranty company





Matt Morris
President and CEO



Denise Carraux
Secretary

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

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File No.: 2022148

Lot Book Guarantee (6-6-92)

Page 1 of 3 of Policy Serial No.: G-0000-288857418

GUARANTEE CONDITIONS AND STIPULATIONS

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

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File No.: 2022148

Lot Book Guarantee (6-6-92)

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

Such Purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of the indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

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

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

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

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

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

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

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

9. Limitation of Liability –

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

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

11. Payment of Loss

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

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

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

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

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

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

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

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

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File No.: 2022148

Lot Book Guarantee (6-6-92)

Page 3 of 3 of Policy Serial No.: G-0000-288857418

**LOT BOOK GUARANTEE
SCHEDULE A**

File No.: 2022148

Guarantee No.: G-0000-288857418

Date of Guarantee: February 20, 2020 at 5:00 P.M.

Liability: \$1,000.00

Premium: \$120.00

A. Assured:

Alpine Enterprises Inc. Bruce Smith, PLS

B. Assurances, given without examination of the documents listed or referred to and only to the specifically named documents and no others:

1. Description of the land in Blaine County, Idaho:

Parcel I

Condominium Unit A, as shown on the Condominium Map of NORTH PASS CONDOMINIUM NO. 8, recorded as Instrument No. 203735 and as defined and described in the Condominium Declaration for NORTH PASS CONDOMINIUM 8, recorded as Instrument No. 203734, records of Blaine County, Idaho.

Parcel II

Condominium Unit B, as shown on the Condominium Map of NORTH PASS CONDOMINIUM NO. 8, recorded as Instrument No. 203735 and as defined and described in the Condominium Declaration for NORTH PASS CONDOMINIUM 8, recorded as Instrument No. 203734, records of Blaine County, Idaho.

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

Gift Deed, Quitclaim Deed, recorded as Document No. 470836, 332153 and 611244, conveying said real property to:

Karoline A. Droege, as to Parcel I

AND

Living Trust of James B. Sweeney and Julia Griffin Sweeney, dated May 10, 1989, James B. Sweeney and Julia Griffin Sweeney, Trustees

And

Julia G. Sweeney, as Trustee of the Sweeney Testamentary Credit Trust, as to Parcel II

3. That there are no mortgages or deeds of trust describing the land that have not been released or reconveyed by an instrument recorded in the public records, other than those shown below under Exceptions.

4. That there are no contracts for sales, contracts for deed, including memorandums giving notice of such contracts, attachments, tax deed recorded within the last 9 years, which purport to affect the land other than shown below under Exceptions.

C. Exceptions:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by Public Records.
2. Any facts, rights, interests, or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
3. Easements, liens, or encumbrances, or claims thereof, which are not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims, or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
7. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. Stewart makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interest that are not listed.
8. General taxes for the year 2019, a lien in the amount of \$1,281.26, of which the first half due December 20, 2019 are PAID and the second half are due on or before June 20, 2020. (Parcel No. RPK085900800A0)
9. General taxes for the year 2019, a lien in the amount of \$1,926.24, of which the first half due December 20, 2019 are PAID and the second half are due on or before June 20, 2020. (Parcel No. RPK085900800B0)
10. General taxes for the year 2020 and subsequent years, which are a lien not yet payable.
11. Water and sewer charges of the City of Ketchum.
12. Ketchum rubbish charges billed by Clear Creek Disposal.
13. Levies and Assessments of the Management Body of North Pass Condominium No. 8.
14. Notes, Easements and Restrictions as shown on the plat of Warm Springs Subdivision No. 3, recorded November 5, 1976 as [Instrument No. 169338](#), records of Blaine County, Idaho.

15. Terms, provisions, covenants, conditions, restrictions, easements, charges, assessments, and liens (provisions, if any, based on race, color, religion, or national origin are omitted) provided by applicable condominium law or the Condominium Declaration and bylaws recorded in the following documents:

A. Declaration of Condominium Covenants, Conditions and Restrictions of North Pass Condominium No. 8 recorded May 22, 1980 as [Instrument No. 203734](#), records of Blaine County, Idaho.

Condominium Plat and Diagrammatic Floor Plan of North Pass Condominium No. 8 recorded May 22, 1980 as [Instrument No. 203735](#), records of Blaine County, Idaho.

16. Notices of liens if any, in favor of the State Tax Commission, the Department of Labor and Department of Health and Welfare of the State of Idaho filed in the office of the Secretary of State pursuant to Chapter 19, Title 45, Idaho Code. (The Idaho State Tax Commission electronically files liens with the office of the Secretary of State and not with the Blaine County Recorder. Until final review at closing, title may be subject to such further matters as appear necessary and appropriate following such review.)

STG Privacy Notice Stewart Title Companies

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

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

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

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

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

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

SHARING PRACTICES

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

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

Privacy Notice for California Residents

Pursuant to the California Consumer Privacy Act of 2018 ("CCPA"), Stewart Information Services Corporation and its subsidiary companies (collectively, "Stewart") are providing this **Privacy Notice for California Residents** ("CCPA Notice"). This CCPA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users and others who reside in the State of California or are considered California Residents ("consumers" or "you"). Terms used but not defined shall have the meaning ascribed to them in the CCPA.

Information Stewart Collects

Stewart collects information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer, household, or device. Most of the information that Stewart collects in the course of its regular business is already protected pursuant to the Gramm-Leach-Bliley Act (GLBA). Additionally, much of this information comes from government records or other information already in the public domain. Personal information under the CCPA does not include:

- Publicly available information from government records.
- Deidentified or aggregated consumer information.
- Certain personal information protected by other sector-specific federal or California laws, including but not limited to the Fair Credit Reporting Act (FCRA), GLBA and California Financial Information Privacy Act (FIPA).

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

Category	Examples	Collected?
A. Identifiers.	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.	YES
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	YES
C. Protected classification characteristics under California or federal law.	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	YES
D. Commercial information.	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	YES
E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	YES
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	YES
G. Geolocation data.	Physical location or movements.	YES
H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	YES
I. Professional or employment-related information.	Current or past job history or performance evaluations.	YES
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	YES
K. Inferences drawn from other personal information.	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	YES

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

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

Use of Personal Information

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

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

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

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent in the course of your transaction (for example, a realtor or a lender). Stewart may disclose your personal information to a third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

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

- Service providers and vendors (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- Affiliated Companies
- Litigation parties and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations.
- Federal and State Regulators, law enforcement and other government entities

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

- Category A: Identifiers
- Category B: California Customer Records personal information categories
- Category C: Protected classification characteristics under California or federal law
- Category D: Commercial Information
- Category E: Biometric Information
- Category F: Internet or other similar network activity
- Category G: Geolocation data
- Category H: Sensory data
- Category I: Professional or employment-related information
- Category J: Non-public education information
- Category K: Inferences

Consumer Rights and Choices

The CCPA provides consumers (California residents) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

Access to Specific Information and Data Portability Rights

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

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

Deletion Request Rights

You have the right to request that Stewart delete any of your personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

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

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

Exercising Access, Data Portability, and Deletion Rights

To exercise the access, data portability, and deletion rights described above, please submit a verifiable consumer request to us either:

- Calling us Toll Free at 1-866-571-9270
- Emailing us at Privacyrequest@stewart.com
- Visiting <http://stewart.com/ccpa>

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

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

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

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

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

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

Response Timing and Format

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

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

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

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

Non-Discrimination

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

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

Changes to Our Privacy Notice

Stewart reserves the right to amend this privacy notice at our discretion and at any time. When we make changes to this privacy notice, we will post the updated notice on Stewart's website and update the notice's effective date. **Your continued use of Stewart's website following the posting of changes constitutes your acceptance of such changes.**

Contact Information

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described here, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270

Website: <http://stewart.com/ccpa>

Email: Privacyrequest@stewart.com

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

RECORDING REQUESTED BY
AND WHEN RECORDED, MAILED TO:

JOHN A. DROEGE
P.O. Box 2722
Ketchum, ID 83340

Instrument # 470836

HAILEY, BLAINE, IDAHO

2002-09-18

11:33:00 No. of Pages: 2

Recorded for : JOHN A DROEGE

MARSHA RIEMANN

Fee: 6.00

Ex-Officio Recorder Deputy

Index to: MISC DEEDS

Space above for recorder's use only

GIFT DEED

FOR AND IN CONSIDERATION of our love and affection, we, JOHN A. DROEGE and ANNA O. DROEGE, husband and wife, dealing with our community property, hereby grant, give and convey to

KAROLINE A. DROEGE

P.O. Box 3958

Ketchum, ID 83340

A twelve point three percent (12.3 %) interest, representing a value of approximately \$18,500.00, as a tenant in common, in the following property:

The real property in the County of Blaine, State of Idaho, described as Condominium Unit A, as shown on the Condominium Map for **NORTH PASS CONDOMINIUM NO. 8**, appearing in the records of Blaine County as Instrument No. 203735 and as defined and described in the Condominium Declaration for **NORTH PASS CONDOMINIUMS**, recorded in the records of Blaine County, Idaho, as Instrument No. 203734.

With this conveyance and in addition to previous conveyances on the subject Property to the Grantee, **KAROLINE A. DROEGE**, the Grantee, possesses a 100% interest in the subject property as a tenant-in-common.

DATED this 18 day of SEPTEMBER 2002


JOHN A. DROEGE


ANNA O. DROEGE

STATE OF IDAHO)
) ss.
COUNTY OF BLAINE)

On this this 18 day of Sept 2002, before me a Notary Public, personally appeared JOHN A. DROEGE, known to me to be the person who executed the foregoing document and acknowledged to me that he signed the same.

Connie Whitworth

NOTARY PUBLIC of Idaho
Residing at Carey, Idaho
Commission expires 9-21-2006



STATE OF IDAHO)
) ss.
COUNTY OF BLAINE)

On this 18 day of Sept 2002, before me a Notary Public, personally appeared ANNA O. DROEGE, known to me to be the person who executed the foregoing document and acknowledged to me that she signed the same.

Connie Whitworth

NOTARY PUBLIC of Idaho
Residing at Carey, Idaho
Commission expires 9-21-2006.



Order No. 17544

QUITCLAIM DEED

FOR VALUE RECEIVED

Jim B. Sweeney and Julia Sweeney, husband and wife

do hereby CONVEY, RELEASE, REMISE and FOREVER quit claim unto

Living Trust Of James B. Sweeney and Julia Griffin Sweeney, dated May 10, 1989, James B. Sweeney and Julia Griffin Sweeney, Trustees

whose address is: c/o Alki Lumber, 36th and Avalon Way, Seattle, WA 98116

the following described premises situated in Blaine County, Idaho, to wit:

Lots 13, 14 and 16 in Block 2 of WARM SPRINGS SUBDIVISION NO. 3, according to the official plat thereof on file in the office of the County Recorder of Blaine County, Idaho.

AND

Condominium Units A and B as shown on the Condominium Map for NORTH PASS CONDOMINIUM NO. 17, recorded as Instrument No. 203737 and as defined and described in the Condominium Declaration for NORTH PASS CONDOMINIUM NO. 17, recorded as Instrument No. 203736, records of Blaine County, Idaho.

AND

An undivided 1/2 interest in the following described property:
Condominium Unit B as shown on the Condominium Map for NORTH PASS CONDOMINIUM NO. 8, recorded as Instrument No. 203735 and as defined and described in the Condominium Declaration for NORTH PASS CONDOMINIUM NO. 8, recorded as Instrument No. 203734, records of Blaine County, Idaho.

together with their appurtenances.

BLAINE CO. REQUEST

Siwtooth Title Co., Inc.

JUL 29 P 2:00

Deed

332153

Dated: July 23, 1991

BLAINE CO. CLERK

3.00

Jim B. Sweeney

Julia Sweeney

State of
County of

On this 23rd day of July 1991, before me, a notary public in and for said State, personally appeared Jim B. Sweeney and Julia Sweeney known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

Diana Helbert
Notary Public

Residing at: Seattle
Commission Expires: 7-1-93

