



City of Ketchum

### CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: January 2, 2024 Staff Member/Dept: Paige Nied, Associate Planner  
Planning and Building Department

Agenda Item: Recommendation to hold a public hearing and approve the Lots 3AA & 4AA First Addition Sun Valley Subdivision Lot Line Shift Application and Adopt the Findings of Fact, Conclusions of Law, and Decision.

**Recommended Motion:**

"I move to approve the Lots 3AA & 4AA First Addition Sun Valley Subdivision Lot Line Shift Application and adopt the Findings of Fact, Conclusions of Law, and Decision."

**Reasons for Recommendation:**

- The request meets all applicable standards for Readjustment of Lot Lines as specified in the Ketchum Municipal Code's Subdivision (Title 16) regulations.
- Consistent with Ketchum Municipal Code §16.04.020, the proposal meets the definition of Readjustment of Lot Lines because: (1) changes are proposed to the existing property boundaries, (2) proposed Lots 3AA and 4AA comply with all dimensional standards required in the Limited Residential Zone District, and (3) the proposal does not create additional lots or dwelling units.
- All city departments have reviewed the proposal and have no concerns with the proposed lot line shift.

**Policy Analysis and Background:**

The Lot Line Shift Application (File No. P23-095) proposes to move 8,994 square feet from Lot 3A into Lot 4A and dedicate a new access easement and sewer easement on the Sun Valley Subdivision First Addition. Amended Lot 3AA will decrease in size from 19,608 square feet to 10,614 square feet and feature a new 18-foot-wide access easement on the property. Amended Lot 4AA will increase in size from 26,326 square feet to 35,320 square feet and feature a new 182 square foot sewer easement on the property. The image below depicts the location and boundary lines of the subject properties.



Consistent with Ketchum Municipal Code (KMC) §16.04.020, the proposal meets the definition of Readjustment of Lot Lines because: (1) the changes proposed are to the existing property boundaries, (2) the proposed Lots 3AA and 4AA comply with all dimensional standards required in the Limited Residential (LR) Zone District, and (3) the proposal does not create additional lots or dwelling units.

Readjustment of Lot Lines: A change or modification of the boundary lines between existing lots or parcels of land or between dwelling units which does not reduce the area, frontage, width, depth or building setback lines of each lot below the minimum zoning requirements and which does not create additional lots or dwelling units. "Readjustment of Lot Lines" includes other minor changes to a subdivision, condominium, or townhouse plat such as, but not limited to, notation changes, boundary shifts and removal of lot line(s), each of which do not reduce the area, frontage, width, depth or building setback lines of each lot below the minimum zoning requirements nor create additional lots or dwelling units (KMC §16.04.020).

During Department Review, City staff reviewed the lot line shift application for conformance with Ketchum Municipal Code (KMC) 16.04.030 – *Procedures for subdivision approval* and KMC 16.04.060 – *Readjustment of Lot Lines Procedures*. Please see the draft Findings of Fact in Attachment 3 for the review of all requirements and standards. Where "N/A" is checked, the standard is not applicable as the standard applies to the creation of new subdivisions, new lots, or new infrastructure. As no new development is proposed, no upgrades to existing utility infrastructure or right-of-way improvements are required.

No concerns or issues were raised by other city departments during Department Review regarding the proposed lot line shift. As conditioned, the proposed Lots 3AA and 4AA Sun Valley Subdivision First Addition final plat meets the standards for Readjustment of Lot Lines under Title 16 of the Ketchum Municipal Code.

Sustainability Impact:

This application has no impact on the City's ability to meet the Ketchum Sustainability Action Plan.
--

Financial Impact:

None	There is no financial request to the City of Ketchum for the application and therefore no budget implications.
------	--

Attachments:

- |   |
|---|
| 1. Lot Line Shift Application Materials                     |
| 2. Final Plat   |
| 3. Draft Findings of Fact, Conclusions of Law, and Decision |



City of Ketchum

# Attachment 1: Lot Line Shift Application Materials





**CLTA LOT BOOK GUARANTEE**

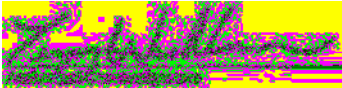
ISSUED BY  
STEWART TITLE GUARANTY COMPANY  
a corporation, herein called the Company

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

GUARANTEES

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


Countersigned by:



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



  
\_\_\_\_\_  
Frederick H. Eppinger  
President and CEO

  
\_\_\_\_\_  
David Hisey  
Secretary

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

## 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.

© California Land Title Association. All rights reserved.

The use of this Form is restricted to CLTA subscribers in good standing as of the date of use. All other uses are prohibited.

Reprinted under license or express permission from the California Land Title Association

File No.: 2224869

Lot Book Guarantee (6-6-92)

Page 2 of 3 of Policy Serial No.: G-0000-878733408



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.

© California Land Title Association. All rights reserved.

The use of this Form is restricted to CLTA subscribers in good standing as of the date of use. All other uses are prohibited.

Reprinted under license or express permission from the California Land Title Association

File No.: 2224869

Lot Book Guarantee (6-6-92)

Page 3 of 3 of Policy Serial No.: G-0000-878733408



**LOT BOOK GUARANTEE  
SCHEDULE A**

**File No.:** 2224869

**Guarantee No.:** G-0000-878733408

**Date of Guarantee:** December 09, 2022 at 8:00 am

**Liability:** \$1,000.00

**Premium:** \$130.00

**A. Assured:**

Alpine Enterprises Inc Bruce Smith, PLS 7048

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

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

Lot 3A of a REPLAT OF : AMENDED LOT 2 AND LOT 3 WITHIN: LOT LINE SHIFT OF LOTS 1,2,3 SUN VALLEY SUBDIVISION, 1ST ADDITION, as shown on the official plat thereof recorded as Instrument No. 323893, records of Blaine County, Idaho.

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

Warranty Deed, recorded as Document No. 493117, conveying said real property to:

Steve Ashburn, an unmarried man

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

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

**C. Exceptions:**

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by Public Records.

2. Any facts, rights, interests, or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.

3. Easements, liens, or encumbrances, or claims thereof, which are not shown by the Public Records.

4. Discrepancies, conflicts in boundary lines, shortages in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.

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, equipment or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
7. Rights of the state or federal government and/or public in and to any portion of the land for right of way (whether or not such rights are shown by recordings of easements and/or maps in the Public Records by the State of Idaho showing the general location of these rights of way).
8. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. 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.
9. General taxes for the year 2022, a lien in the amount of \$4,478.98, of which the first half is due on or before December 20, 2022 and the second half is due on or before June 20, 2023. (Parcel No. RPK054500003A)  
  
Homeowners Exemption are in effect for tax year 2022.
10. General taxes for the year 2023 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. Notes, Easements and Restrictions as shown on the official plat of First Addition Sun Valley Subdivision, recorded June 25, 1948 as [Instrument No. 93769](#), records of Blaine County, Idaho.
14. Notes, Easements and Restrictions as shown on the official plat of Lot Line Shift of Lots 1,2,3 Sun Valley Sub., 1st Addition, recorded September 15, 1988 as [Instrument No. 298228](#), records of Blaine County, Idaho.
15. Reservation and Easement, including the terms and provisions thereof, as shown in that certain Warranty Deed recorded June 13, 1989 as [Instrument No. 306414](#), records of Blaine County, Idaho.
16. Notes, Easements and Restrictions as shown on the official plat of a Replat of : Amended Lot 2 and Lot 3 Within : Lot Line Shift of Lots 1,2,3 Sun Valley Subdivision, 1st Addition, recorded September 21, 1990 as [Instrument No. 323893](#), records of Blaine County, Idaho.
17. 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.)

Copies of all recorded documents outlined in this section are available upon request.

## 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?
<b>For our everyday business purposes</b> — 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
<b>For our marketing purposes</b> — to offer our products and services to you.	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes</b> — 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
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness.	No	We don't share
<b>For our affiliates to market to you</b> — 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 <a href="mailto:optout@stewart.com">optout@stewart.com</a> or fax to 1-800-335-9591.
<b>For non-affiliates to market to you.</b> 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

<b>How often do the Stewart Title Companies notify me about their practices?</b>	We must notify you about our sharing practices when you request a transaction.
<b>How do the Stewart Title Companies protect my personal information?</b>	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.
<b>How do the Stewart Title Companies collect my personal information?</b>	We collect your personal information, for example, when you <ul style="list-style-type: none"> <li>▪ request insurance-related services</li> <li>▪ provide such information to us</li> </ul> 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.
<b>What sharing can I limit?</b>	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](mailto: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](mailto: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



**Instrument # 682916**

HAILEY, BLAINE, IDAHO  
05-26-2021 3:22:50 PM No. of Pages: 3  
Recorded for: BLAINE COUNTY TITLE  
JOLYNN DRAGE Fee: \$15.00  
Ex-Officio Recorder Deputy: GWB  
Electronically Recorded by Simplifile



---

**WARRANTY DEED**

FOR VALUE RECEIVED

Travis Stevens and Haley E. Stevens, husband and wife

GRANTOR(S), hereby grants, bargains, sells, conveys and warrants unto

Robert Shawn Wood and Julie Ann Wood, husband and wife as Community Property with Right of Survivorship

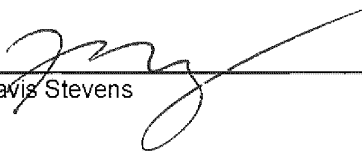
GRANTEE(S) whose current address is: PO Box 2029, Sun Valley, ID 83353

the following described premises, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO

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

Dated this 24 day of May, 2021.

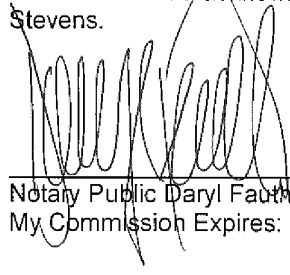
  
\_\_\_\_\_  
Travis Stevens

  
\_\_\_\_\_  
Haley E. Stevens

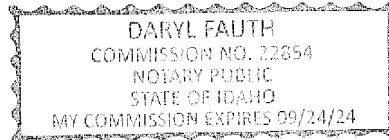
State of Idaho  
County of Blaine

*24th* *DF*

This record was acknowledged before me on 12th day of May, 2021, by Travis Stevens and Haley E. Stevens.

  
\_\_\_\_\_  
Notary Public Daryl Fauth  
My Commission Expires: September 24, 2024

(STAMP)



# ALPINE ENTERPRISES INC.

Surveying, Mapping, GPS, GIS, Civil Engineering and Natural Hazards Consulting

## A LEGAL DESCRIPTION OF A PORTION OF LOT 19B, BLOCK 1, FIRST ADDITION SUN VALLEY SUBDIVISION

A portion of a parcel of land lying within a portion of Section 12, Township 4 North, Range 17 East, Boise Meridian, City of Ketchum, Blaine County, Idaho; being more particularly described as follows:

Commencing at the Blaine County GIS Monument "Flower", proceed S 42°23'35" E, 1332.09 feet to a 1/2" Rebar by PLS 7048, marking the Southeasterly Corner of Lot 19A, Block 1, First Addition Sun Valley Subdivision; thence N 22°46'55" E, 160.69 feet along the Easterly Boundary of said Lot 19A to a 1/2" Rebar by PLS 7048, marking the Northeasterly Corner of said Lot 19A; thence continuing N 22°46'55" E, 30.55 feet, on the Easterly Boundary of said Lot 19B, Block 1, First Addition Sun Valley Subdivision, to a 1/2" Rebar by PLS 7048 marking a point on the Easterly Boundary of said Lot 19B, which point is the **TRUE POINT OF BEGINNING**;

Thence N 43°26'35" W, 98.66 feet to a 1/2" Rebar by PLS 7048 marking a point on the Westerly Boundary of said Lot 19B;

Thence N 22°42'06" E, 25.41 feet along the Westerly Boundary of said Lot 19B to a 1/2" Rebar by GKW marking the Northerly Corner of Lot 20A, Block 1, First Addition Sun Valley Subdivision;

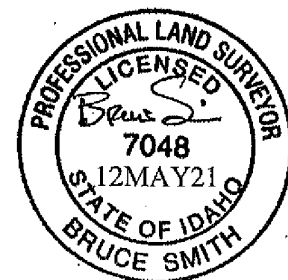
Thence continuing N 22°42'06" E, 5.10 feet along the Westerly Boundary of said Lot 19B, to a 1/2" Rebar with No Cap, Marking the Northeasterly Corner of Amended Lot 20B, Block 1, First Addition Sun Valley Subdivision;

Thence S 67°19'25" E, 13.04 feet along the Northerly Boundary of said Lot 19B to a 1/2" Rebar with No Cap marking the Southwesterly Corner of Lot 4, Block 1, First Addition Sun Valley Subdivision;

Thence continuing S 67°19'25" E, 77.29 feet along the Northerly Boundary of said Lot 19B to a 1/2" Rebar with an Illegible Cap marking the Northeasterly Corner of said Lot 19B;

Thence S 22°46'55" W, 70.45 feet along the Easterly Boundary of said Lot 19B to a 1/2" Rebar by PLS 7048 marking a point on the Easterly Boundary of said Lot 19B being the **TRUE POINT OF BEGINNING**; containing 4,558 square feet, (0.10 acres), more or less.

Basis of Bearings is Grid North per Idaho State Plane Coordinate System, NAD83 (1992) at Grid in US Survey Feet. Combined Project Scale Factor is 0.9996817, Ground Distances will be slightly longer.



1630\_PTNLt19B\_LegalDesc\_MAY2021.doc

Instrument # 493117

HAILEY, BLAINE, IDAHO

2003-10-10

04:00:00 No. of Pages: 1

Recorded for: AMERITITLE

MARSHA RIEMANN

Fee: 3.00

Ex-Officio Recorder Deputy

Index to: WTYQICORP DEED

Order No. 53304

WARRANTY DEED

FOR VALUE RECEIVED

STEVEN J. ASHBURN, an unmarried man

GRANTOR(s), do(es) hereby GRANT, BARGAIN, SELL and CONVEY unto

STEVEN ASHBURN, an unmarried man

GRANTEE(s) whose address is: P. O. Box 1926, Ketchum, ID 83340

the following described real property in Blaine County, Idaho, to wit:

Lot 3A, A REPLAT OF AMENDED LOT 2 & LOT 3 WITH THE LOT LINE SHIFT of LOTS 1, 2, 3 SUN VALLEY SUBDIVISION, 1ST ADDITION, according to the official plat thereof recorded as Instrument No. 323893, records of Blaine County, Idaho.

Subject To: Taxes, easements established or of record, restrictions and encumbrances of record, rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit.

TO HAVE AND TO HOLD said premises, with their appurtenances unto the said Grantee and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except as described above and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: October 6, 2003

STEVEN J. ASHBURN

State of Idaho }
}ss.
County of Blaine }

On this 6th day of October, in the year 2003, before me, the undersigned, personally appeared STEVEN J. ASHBURN known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

WITNESS my hand and official seal.

Notary Public
Commission Expires: 4/3/2009



**Instrument # 656542**

HAILEY, BLAINE, IDAHO  
11-14-2018 2:40:29 PM No. of Pages: 2  
Recorded for: BLAINE COUNTY TITLE  
JOLYNN DRAGE Fee: \$15.00  
Ex-Officio Recorder Deputy: JB  
Electronically Recorded by Simplifile



---

**WARRANTY DEED**

FOR VALUE RECEIVED

Warm Springs Road LLC, an Idaho Limited Liability Company,

the Grantor, hereby grants, bargains, sells, conveys and warrants unto

Robert Shawn Wood and Julie Ann Wood, husband and wife as Community Property with Right of Survivorship

the Grantee, whose current address is: PO Box 2029, Sun Valley, ID 83353

the following described premises, to-wit:

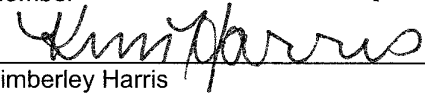
Lot 4 of FIRST ADDITION OF SUN VALLEY SUBDIVISION, according to the official plat thereof, recorded as Instrument No. 93769, records of Blaine County, Idaho.

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

Dated this 14th day of November, 2018.

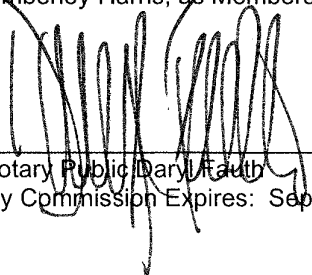
WARM SPRINGS ROAD LLC  


Andrew Harris  
Member

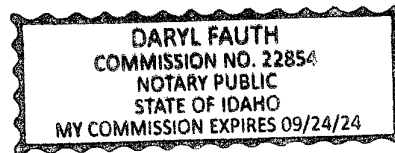
  
Kimberley Harris  
Member

State of Idaho  
County of Blaine

This record was acknowledged before me on 14th day of November, 2018, by Andrew Harris and Kimberley Harris, as Members of Warm Springs Road LLC.

  
\_\_\_\_\_  
Notary Public Daryl Fauth  
My Commission Expires: September 24, 2024

(STAMP)



# REPLAT OF : AMENDED LOT 2 and LOT 3

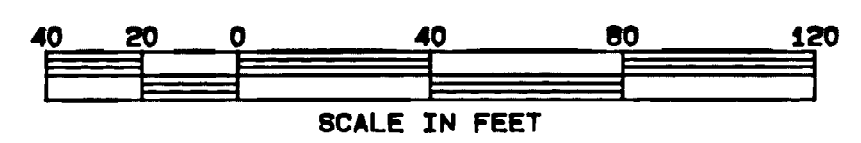
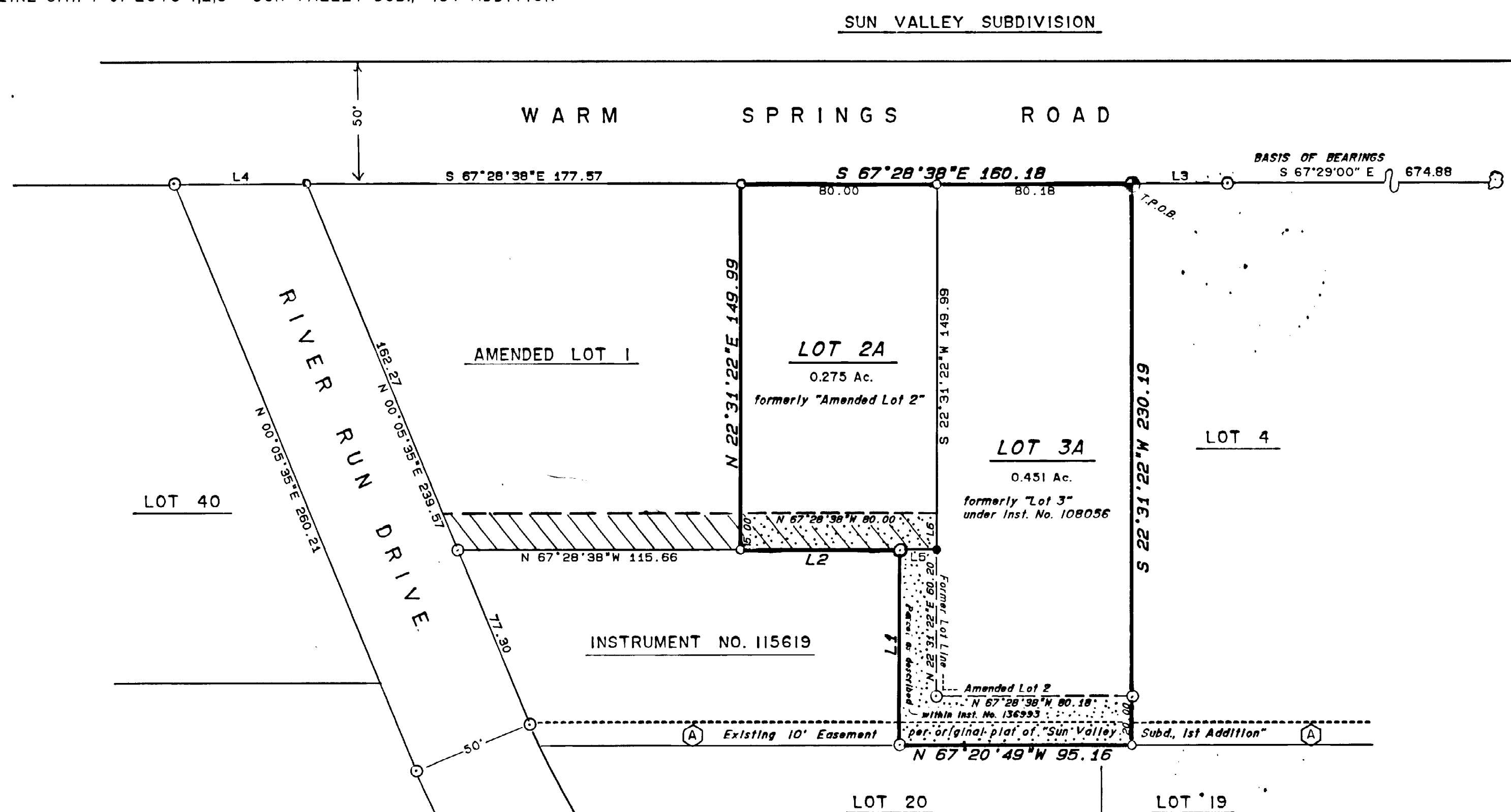
## Within : LOT LINE SHIFT of LOTS 1,2,3

### SUN VALLEY SUBDIVISION, 1st ADDITION

KETCHUM BLAINE COUNTY IDAHO  
JUNE 1990

WHEREIN : A parcel of land described within Inst. No. 136993  
is conveyed from Amended Lot 2 to Lot 3.

NOTE: For Synopsis of former lot configurations, refer to plat of :  
"LOT LINE SHIFT of LOTS 1,2,3 SUN VALLEY SUB., 1ST ADDITION"

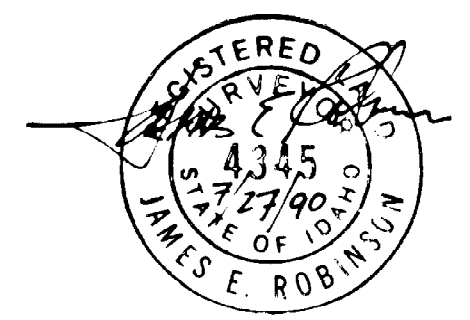


#### LEGEND

- ----- Found 1/2" Ø Rebar
- ----- Set 1/2" Ø x 24" Rebar - JER 4345
- ⊙ ----- Found 5/8" Ø Rebar
- ⊙ ----- Set 5/8" Ø x 30" Rebar - JER 4345
- ⊙ ----- Found Original Stone
- ⊙ ----- Exist. 10' Easement Per "Sun Valley Subdivision, 1st Addition"
- ⊙ ----- Brass Cap set - True Point of Beginning
- ▨ ----- Sewer Easement For Benefit Of Lot 2A and Lot 3A
- ▨ ----- Water Easement For Benefit Of "Amended Lot 1"

LINE	BEARING	DISTANCE
1	N 22°31'22"E	79.98
2	N 67°28'38"W	65.02
3	S 67°28'38"E	38.67
4	S 67°28'38"E	54.09
5	N 67°28'38"W	14.98
6	N 22°31'22"E	15.00

NOTE : A Telephone Easement shall be reserved within the parcel of land described within instrument No. 136993 for the benefit of Lot 2A.





REPLAT OF : AMENDED LOT 2 and LOT 3  
Within : LOT LINE SHIFT of LOTS 1,2,3  
SUN VALLEY SUBDIVISION, 1st ADDITION  
KETCHUM BLAINE COUNTY IDAHO

OWNER'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS that MILLARD M. FROHOCK & ROSEMARY R. FROHOCK, husband and wife, and STEVE ASHBURN, an unmarried man, do hereby certify that they are the owners of two (2) parcels of land described as follows:

PARCEL 1:  
All of Amended Lot 2, within the plat of Lot Line Shift of Lots 1,2,3, Sun Valley Subdivision, 1st Addition, Ketchum, Blaine County, Idaho, according to the official plat thereof on file at the office of the Blaine County Recorder as recorded under Instrument No. 298228.

PARCEL 2:  
A portion of Lot 3 of Sun Valley Subdivision, 1st Addition, Ketchum, Blaine County, Idaho, according to the official plat thereof on file at the office of the Blaine County Recorder as recorded under Instrument No. 93769, and more particularly described by metes and bounds as follows:  
Beginning at a 5/8" Rebar on the southerly boundary of Warm Springs Road, said rebar marking the Northeast Corner of said Lot 3, and said rebar being the True Point of Beginning.  
Thence N 67°28'38" W, 80.18 feet along the southerly boundary of Warm Springs Road;  
thence S 22°31'22" W, 210.19 feet;  
thence S 67°28'38" E, 80.18 feet;  
thence N 22°31'22" E, 210.19 feet to the True Point of Beginning.

The above described parcel was referred to under Instrument No. 108056 and Instrument No. 272560.

It is the intention of the undersigned to, and they do hereby include said land in this plat.

IN WITNESS WHEREOF, we have hereunto set our hands.

OWNERS : AMENDED LOT 2, LOT LINE SHIFT OF LOTS 1,2,3  
SUN VALLEY SUBDIVISION, 1ST ADDITION

Signed this 27th day of July, 1990.

Millard M. Frohock, Rosemary R. Frohock

OWNER : A PORTION OF LOT 3, SUN VALLEY SUBDIVISION, 1ST ADDITION

Signed this 27 day of July, 1990.

Steve Ashburn

ACKNOWLEDGEMENT

STATE OF Idaho )  
COUNTY OF Blaine ) ss

On this 27th day of July, 1990, before me, the undersigned, a Notary Public in and for said State, personally appeared MILLARD M FROHOCK and ROSEMARY R. FROHOCK, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

My commission expires: 1/24/94

Residing at Driley, Th. W. W. A. Whaler, Notary Public



SURVEYOR'S CERTIFICATE

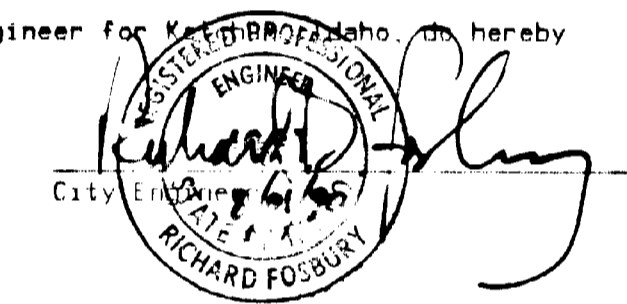
I, JAMES E. ROBINSON, a duly registered Professional Land Surveyor in the State of Idaho, do hereby certify that this plat is a true and accurate map of the land surveyed under my direct supervision, that the location of the lots has definitely been established and perpetuated in strict accordance with the State of Idaho Code relating to plats and surveys and it is, as shown hereon, a portion of Ketchum, Blaine County, Idaho, as described in the owner's certificate.



James E. Robinson 7/19/90  
JAMES E. ROBINSON P.L.S. 4345

CITY ENGINEER'S APPROVAL

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



ACKNOWLEDGEMENT

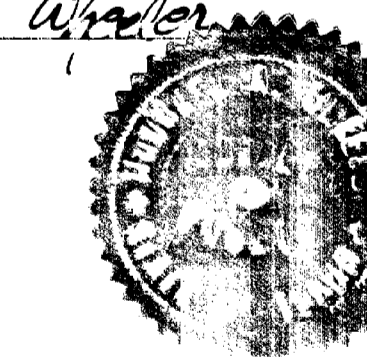
STATE OF IDAHO )  
COUNTY OF BLAINE ) ss

On this 27th day of July, 1990, before me, the undersigned, a Notary Public in and for said State, personally appeared STEVE ASHBURN, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

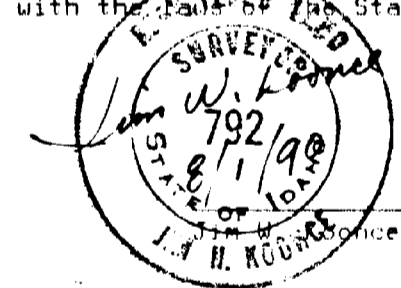
My commission expires: 1/24/94

Residing at Driley, Maurice A. Whaler, Notary Public



COUNTY SURVEYOR'S APPROVAL

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



BLAINE COUNTY TREASURER'S CERTIFICATE

On this 31 day of Sept, 1990, the foregoing plat was approved and accepted by the Blaine County Treasurer, Blaine County, Idaho.

By: Marilyn L. Linn by Vicki L. Dick

KETCHUM CITY COUNCIL

I, Sandra Cady, City Clerk in and for the City of Ketchum, do hereby certify that the foregoing plat was duly accepted and approved according to Ketchum Subdivision Ordinance 316.



Sandra E. Cady, Sandra Cady, City Clerk

COUNTY RECORDER'S CERTIFICATE

I hereby certify that this instrument was filed for the record at the request of Steve Ashburn at 38 minutes past 9 o'clock A.M., on this 21 day of Sept, 1990, A.D., in my office and duly recorded in Book of Plats at Page

Instrument No. 323893

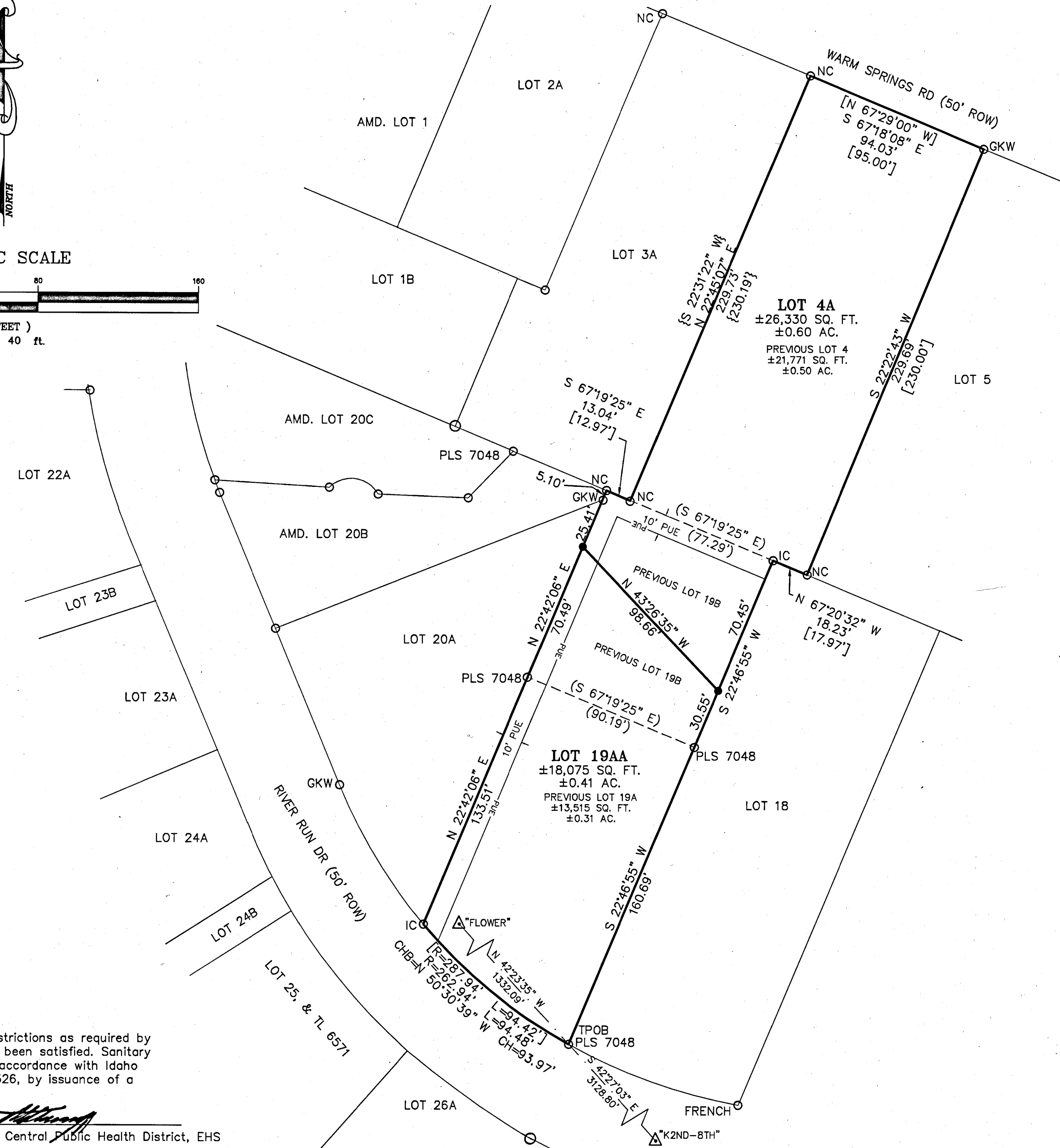
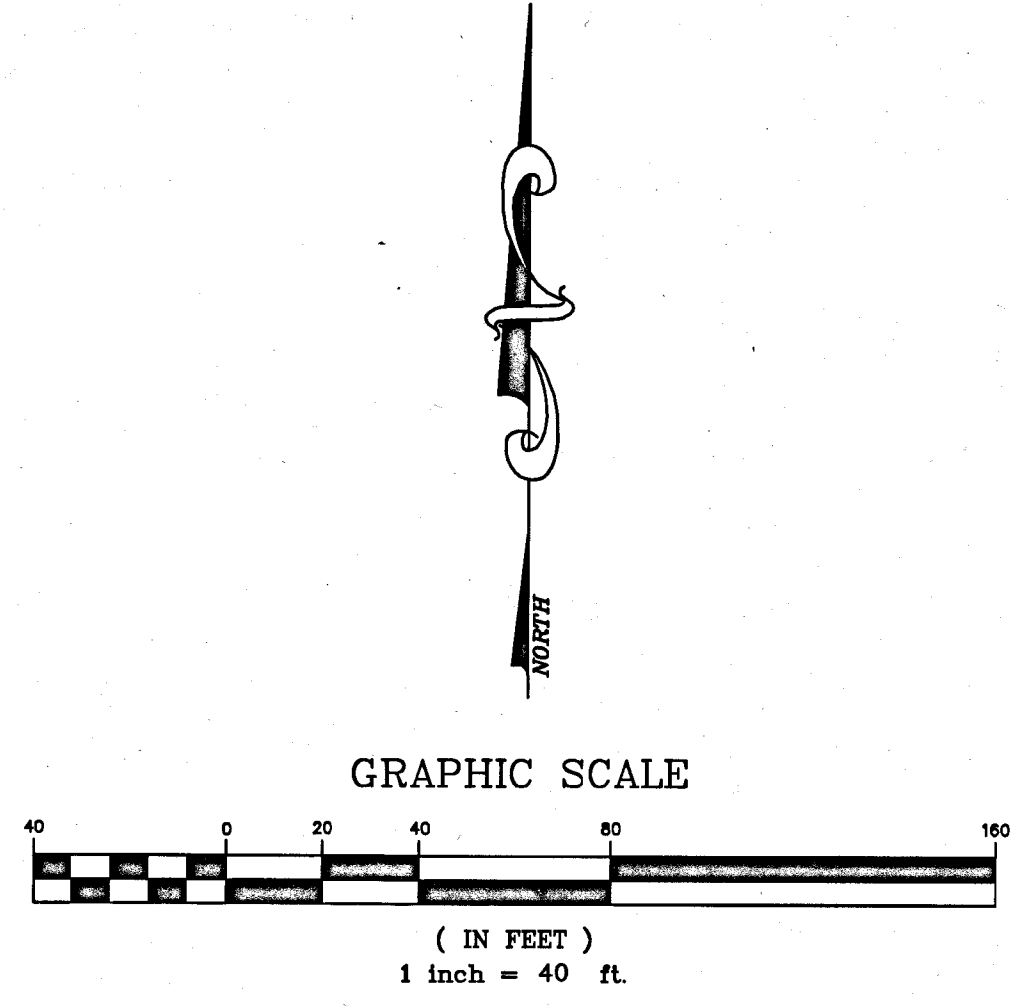
Fee: \$ 11.00

Mary Green  
By: MP

SANITARY RESTRICTIONS

# PLAT SHOWING LOTS 4A, & 19AA, BLOCK 1, FIRST ADDITION SUN VALLEY SUBDIVISION

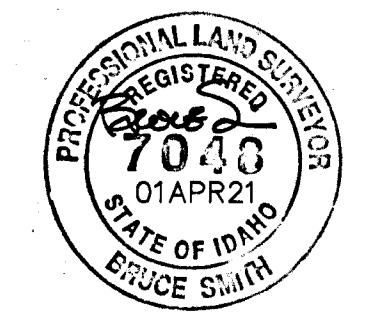
WHEREIN LOT 19B IS SPLIT AND ADDED TO LOTS 4 & 19A CREATING LOTS 4A & 19AA  
LOCATED WITHIN  
SECTION 12, T.4N., R.17E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO  
APRIL 2021



- LEGEND**
- Subject Property Boundary
  - Adjoiner Property Boundary
  - Lot Line to be Eliminated
  - PUE = Public Utility Easement
  - Blaine County GIS Control and Ties
  - Found 1/2" Rebar as Shown
  - Found 5/8" Rebar as Shown
  - Set 1/2" Rebar by PLS 7048
  - NC No Cap
  - IC Illegible Cap
- [ ] Record Bearing & Distance per Inst. No. 93769, (1948)  
 { } Record Bearing & Distance per Inst. No. 323893, (1990)  
 ( ) Record Bearing & Distance per Inst. No. 659184, (2019)

- NOTES**
- 1) Basis of Bearings is Idaho State Plane Coordinate System, NAD83, Central Zone, at Grid in US Survey Feet with a Combined Scale Factor of 0.9996817.
  - 2) Boundary Information is from the Plats of First Addition Sun Valley Subdivision, Inst. No. 93769; Replat of: Amended Lot 2 & Lot 3, Within: Lot Line Shift of Lots 1,2,3, Sun Valley Subdivision, 1st Addition, Inst. No. 323893; Sun Valley Subdivision First Addition: A Replat of A Portion of Lot 20, Inst. No. 487792; Sun Valley Subdivision, 1st Addition Lots 19A & 19B, Inst. No. 659184; Records of Blaine County, Idaho.
  - 3) Refer to the Plat Notes, Conditions, Covenants, and Restrictions on Original Plat.
  - 4) The 20' Public Utility & Access Easement to Benefit Lot 19B as shown on Inst. No. 659184 is vacated as shown hereon, as it is no longer needed.

**SURVEYOR NARRATIVE:**  
 The purpose of this Plat is to split Previous Lot 19B and add the Portions to Previous Lots 4 and 19A. All Found Monuments were accepted.



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 05/25/2021  
 South Central Public Health District, EHS

CERTIFICATE OF OWNERSHIP

This is to certify that We, the undersigned, are the owners in fee simple of the following described parcels of land:

Parcels of land located within Section 12, Township 4 North, Range 17 East, Boise Meridian, City of Ketchum, Blaine County, Idaho; more particularly described as follows:

Lot 4 from the Original Plat of First Addition Sun Valley Subdivision, Recorded as Inst. No. 93769, and Lots 19A & 19B from the Plat of Sun Valley Subdivision, 1st Addition Lots 19A and 19B, Recorded as Inst. No. 659184; Records of Blaine County, Idaho to be Re-Platted as Lots 4A and 19AA as shown heron.

The easements indicated hereon are not dedicated to the public, but the right to use said easements is hereby reserved for the public utilities and for any other uses indicated hereon and no permanent structures are to be erected within the lines of said easements. We do hereby certify that all lots in this plat will be eligible to receive water service from an existing water distribution system and that the existing water distribution system has agreed in writing to serve all of the lots shown within this plat.

It is the intent of the owners to hereby include said land in this plat.

[Signature]
Travis Stevens, Owner Lot 19A & 19B

[Signature]
Haley E. Stevens, Owner Lot 19A & 19B

[Signature]
Robert Shawn Wood, Owner Lot 4

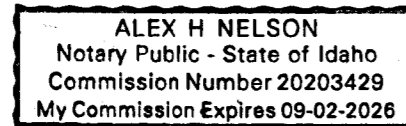
[Signature]
Julie Ann Wood, Owner Lot 4

ACKNOWLEDGMENT

STATE OF IDAHO
COUNTY OF BLAINE } ss

On this 28th day of APRIL, 2021, before me, a Notary Public in and for said State, personally appeared Travis Stevens and Haley E. Stevens, husband and wife, known or identified to me, to be the persons whose names are subscribed to the Owner's Certificate and acknowledged to me that they executed the same.

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



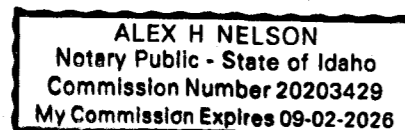
[Signature]
Notary Public
KETCHUM, ID
Residing at
09.02.2026
My Commission Expires

ACKNOWLEDGMENT

STATE OF IDAHO
COUNTY OF BLAINE } ss

On this 28th day of APRIL, 2021, before me, a Notary Public in and for said State, personally appeared Robert Shawn Wood and Julie Ann Wood, husband and wife as Community Property with Right of Survivorship, known or identified to me, to be the persons whose names are subscribed to the Owner's Certificate and acknowledged to me that they executed the same.

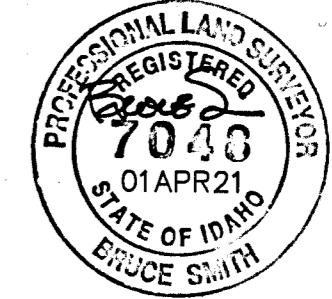
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



[Signature]
Notary Public
KETCHUM, ID
Residing at
09.02.2026
My Commission Expires

SURVEYOR'S CERTIFICATE

I, Bruce Smith, a duly licensed Professional Land Surveyor in the State of Idaho, do hereby certify that this plat of Lots 4A, & 19AA, Block 1, First Addition Sun Valley Subdivision, is a true and accurate map of the land surveyed under my direct supervision and that it is in accordance with the Idaho State Code relating to plats and surveys.



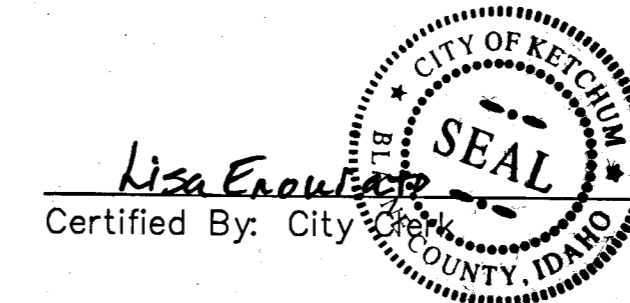
COUNTY SURVEYOR'S APPROVAL

I, Sam Young, County Surveyor for Blaine County, Idaho, have checked the foregoing plat and computations for making the same and have determined that they comply with the laws of the State of Idaho relating thereto.

[Signature]
Sam Young, PLS 11577
County Surveyor

APPROVAL OF CITY COUNCIL

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



[Signature]
Certified By: City Clerk

[Signature]
Abigail Rivin
Planner
City Clerk Signature

CITY ENGINEER'S APPROVAL

The foregoing plat was approved by Sherrin Newland City Engineer for the City of Ketchum on this 5th day of May, 2021.

[Signature]
Sherrin Newland
City Engineer

COUNTY TREASURER'S APPROVAL

I, the Undersigned, County Treasurer in and for Blaine County, State of Idaho, per the Requirements of Idaho Code 50-1308, do hereby Certify that any and all Current and/or Delinquent County Property Taxes for the Property included in this Plat of Lots 4A, & 19AA, Block 1, First Addition Sun Valley Subdivision, have been paid in full on this 10th day of May, 2021. This Certification is valid for the next thirty (30) days only.

[Signature]
Blaine County Treasurer

COUNTY RECORDER'S CERTIFICATE

STATE OF IDAHO }
COUNTY OF BLAINE } ss

This is to certify that the foregoing Plat was Filed in the Office of the Recorder of Blaine County, Idaho, and Duly Recorded at the Time, Date, and Instrument Number shown below.

Instrument # 682915
HAILEY, BLAINE, IDAHO
6-26-2021 03:10:08 PM No. of Pages: 2
Recorded for: ALPINE ENTERPRISES NIC
JOLYNN DRAGE Fee: 11.00
Ex-Officio Recorder Deputy
Index to: PLATS

[Signature]

Ex-officio Recorder



City of Ketchum

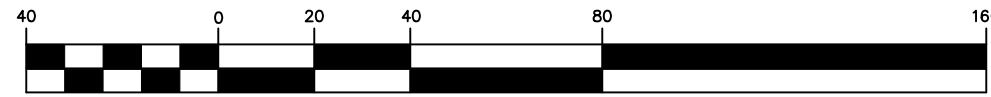
# Attachment 2: Final Plat



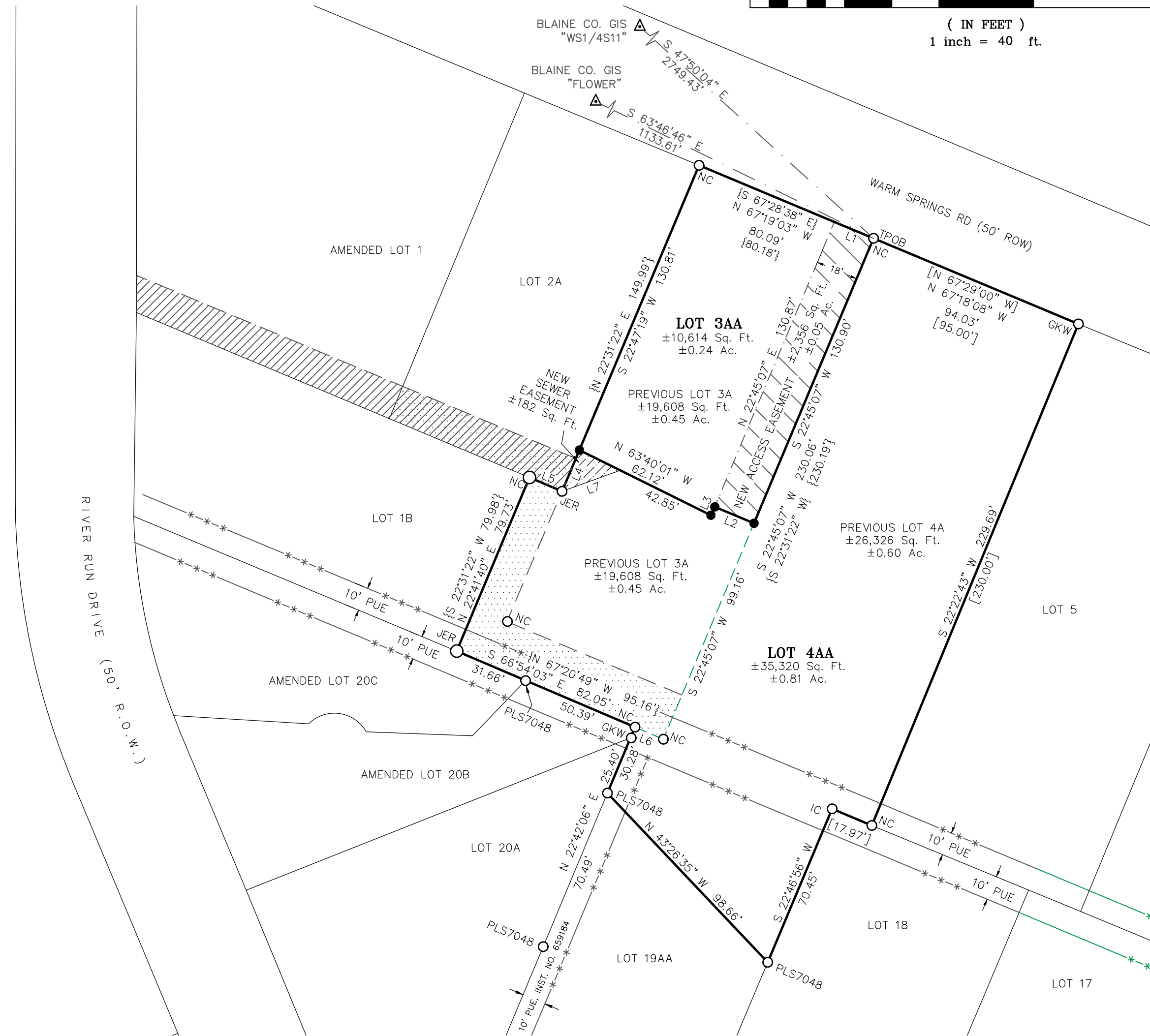
# A PLAT SHOWING LOTS 3AA & 4AA, FIRST ADDITION SUN VALLEY SUBDIVISION

WHEREIN WHEREIN LOT LINES BETWEEN LOTS 3A AND 4A ARE SHIFTED, CREATING LOTS 3AA AND 4AA AS SHOWN HEREON  
LOCATED WITHIN SECTION 12, T.4N., R.17E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO

JANUARY 2024  
GRAPHIC SCALE



( IN FEET )  
1 inch = 40 ft.



### LEGEND

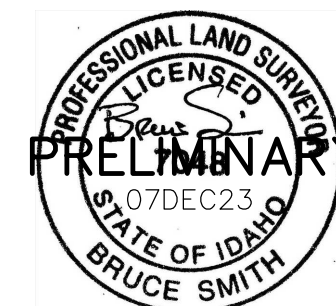
- Subject Boundary
- Adjoiner Lot Lines
- Eliminated Lot Lines
- 10' Public Utility Easement Inst. No. 93769
- Sewer Easement Inst. No. 298228
- Water Easement 298228
- New Sewer Easement Granted Hereon
- New Access Easement Granted Hereon
- Blaine County GIS Control and Ties
  - Set 1/2" x 24" Rebar, PLS 7048
  - Found 1/2" Rebar as Shown
  - Found 5/8" Rebar as Shown
- NC No Cap
- IC Illegible Cap
- [ ] Record Bearing & Distance  
Instrument Number 93769 (1948)
- { } Record Bearing & Distance  
Instrument Number 323893 (1990)

### NOTES

- 1) Basis of Bearings is Grid North per Idaho State Plane Coordinate System, Central Zone, NAD83, (1992), at Grid in US Survey Feet with a Project Combined Scale Factor of 0.9996808 and a Grid North to Geodetic North Convergence Angle of -00°15'41". Ground Distances will be slightly longer.
- 2) Documents used or considered in the course of this Survey include:
  - Lots 4A & 19AA, Block 1, First Addition Sun Valley Subdivision., Inst. No. 682915;
  - Sun Valley Subdivision, 1st Addition, Lots 19A & 19B, Inst. No. 659184;
  - Lot 1B, Block 1, Sun Valley Subdivision, 1st Addition, Inst. No. 646515;
  - Sun Valley Subdivision First Addition: Lots 6A & 6B, Inst. No. 576460;
  - Sun Valley Subdivision First Addition: A Replat of A Portion of Lot 20, Inst. No. 487792;
  - Sun Valley Subdivision First Addition: Lots 6A & 6B, Inst. No. 576460;
  - Replat of: Amended Lot 2 and Lot 3, Within: Lot Line Shift of Lots 1,2,3 Sun Valley Subdivision, 1st Addition, Inst. No. 323893;
  - Lot Line Shift of Lots 1,2,3 Sun Valley Sub., 1st Addition, Inst. No. 298228;
  - First Addition, Sun Valley Subdivision, Inst. No. 93769;
  - all Records of Blaine County, Idaho.
- 3) Please refer to the Plat Notes, Easements, Reservations, Dedications, Conditions, Covenants, and Restrictions on Original Plat and subsequent surveys that may affect the Subject Property.

### SURVEYOR NARRATIVE

The Purpose of this Plat is to shift the Lot Lines between Lot 3A and Lot 4A, First Addition Sun Valley Subdivision. This Plat shows Monuments found and during a Boundary Retracement of Lots 3A and 4A and new Monuments set creating Lots 3AA and 4AA as shown. During said Boundary Retracement all found Monuments were accepted as either original Monuments or replacements or original Monuments.



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 67°19'03" W	18.00'
L2	S 67°14'53" E	18.00'
L3	S 25°17'44" W	3.90'
L4	S 22°47'19" W	18.93'
L5	S 66°53'13" E	14.98'
{L5}	{N 67°28'38" W}	{14.98'}
L6	S 66°54'03" E	13.04'
L7	S 70°06'41" W	26.16'

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.

**CERTIFICATE OF OWNERSHIP**

This is to certify that the undersigned are the owners in fee simple of the following described parcels of land: Parcels of land located within Section 12, Township 4 North, Range 17 East, Boise Meridian, City of Ketchum Blaine County, Idaho; more particularly described as follows:

Lot 3A of a REPLAT OF: AMENDED LOT 2 AND LOT 3 WITHIN: LOT LINE SHIFT OF LOTS 1,2,3 SUN VALLEY SUBDIVISION, 1ST ADDITION, as shown on the official plat thereof recorded as Instrument No. 323893, records of Blaine County, Idaho.

AND

Lot 4A, Block 1 of LOTS 4A, & 19AA, BLOCK 1, FIRST ADDITION SUN VALLEY SUBDIVISION, as shown on the official plat thereof, recorded as Instrument No. 682915, records of Blaine County, Idaho.

The easements indicated hereon are not dedicated to the public, but the right to use said easements is hereby reserved for the public utilities and for any other uses indicated hereon and no permanent structures are to be erected within the lines of said easements. We do hereby certify that all lots in this plat will be eligible to receive water service from an existing water distribution system and that the existing water distribution system has agreed in writing to serve all of the lots shown within this plat.

It is the intent of the owners to hereby include said land in this plat, to be amended as shown hereon.

\_\_\_\_\_  
Steve Ashburn. Lot 3A

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me, a Notary Public in and for said State, personally appeared Steve Ashburn, an unmarried man, known or identified to me, to be the person whose name is subscribed to the Owner's Certificate and acknowledged to me that they executed the same.

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

\_\_\_\_\_  
Notary Public in an for said State  
\_\_\_\_\_  
Residing At  
\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
Robert Shawn Wood, Lot 4A

\_\_\_\_\_  
Julie Ann Wood, Lot 4A

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss

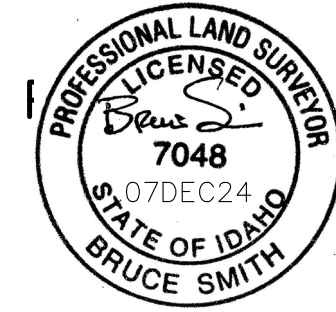
On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me, a Notary Public in and for said State, personally appeared Robert Shawn Wood and Julie Ann Wood, husband and wife as Community Property with Right of Survivorship, known or identified to me, to be the persons whose names are subscribed to the Owner's Certificate and acknowledged to me that they executed the same.

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

\_\_\_\_\_  
Notary Public in an for said State  
\_\_\_\_\_  
Residing At  
\_\_\_\_\_  
My Commission Expires

**SURVEYOR'S CERTIFICATE**

I, Bruce Smith, a duly licensed Professional Land Surveyor in the State of Idaho, do hereby certify that this plat of LOTS 3AA & 4AA, FIRST ADDITION SUN VALLEY SUBDIVISION, is a true and accurate map of the land surveyed under my direct supervision and that it is in accordance with the Idaho State Code relating to plats and surveys.



**COUNTY SURVEYOR'S APPROVAL**

I, Sam Young, County Surveyor for Blaine County, Idaho, have checked the foregoing plat and computations for making the same and have determined that they comply with the laws of the State of Idaho relating thereto.

\_\_\_\_\_  
Sam Young, PLS 11577  
County Surveyor

**KETCHUM CITY COUNCIL CERTIFICATE**

I, the undersigned, City Clerk, in and for the City of Ketchum, Blaine County, Idaho, do hereby certify that at a regular meeting of the City Council held on the \_\_\_\_\_ day of \_\_\_\_\_ 2024, this plat was duly accepted and approved.

\_\_\_\_\_  
City Clerk, City of Ketchum

**CITY ENGINEER CERTIFICATE**

I, the undersigned, City Engineer, in and for the City of Ketchum, Blaine County, Idaho, do hereby approve this plat on this \_\_\_\_\_ day of \_\_\_\_\_ 2024, and certify that it is in accordance with the City of Ketchum subdivision ordinance.

\_\_\_\_\_  
City Engineer, City of Ketchum

**CITY PLANNER CERTIFICATE**

I, the undersigned, Planner, in and for the City of Ketchum, Blaine County, Idaho, do hereby approve this plat on this \_\_\_\_\_ day of \_\_\_\_\_ 2024, and certify that it is in accordance with the City of Ketchum subdivision ordinance.

\_\_\_\_\_  
City Planner, City of Ketchum

**COUNTY TREASURER'S APPROVAL**

I, the Undersigned, County Treasurer in and for Blaine County, State of Idaho, per the Requirements of Idaho Code 50-1308, do hereby Certify that any and all Current and/or Delinquent County Property Taxes for the Property included in this Plat of LOTS 3AA & 4AA, FIRST ADDITION SUN VALLEY SUBDIVISION, have been paid in full on this \_\_\_\_\_ day of \_\_\_\_\_ 2024. This Certification is valid for the next thirty (30) days only.

\_\_\_\_\_  
Blaine County Treasurer

**COUNTY RECORDER'S CERTIFICATE**

STATE OF IDAHO }  
COUNTY OF BLAINE } ss

This is to certify that the foregoing Plat was Filed in the Office of the Recorder of Blaine County, Idaho, and Duly Recorded at the Time, Date, and Instrument Number shown below.

\_\_\_\_\_  
Ex-officio Recorder

LTS 3AA & 4AAA  
1ST ADD. SV SUBD.  
ALPINE ENTERPRISES INC.  
KETCHUM, IDAHO  
SHEET 2 OF 2



City of Ketchum

# Attachment 3: Daft Findings of Fact, Conclusions of Law and Decision





**CITY OF KETCHUM**

**Planning & Building**  
office: 208.726.7801  
planningandbuilding@ketchumidaho.org  
P.O. Box 2315, 191 5th Street West, Ketchum, ID 83340  
ketchumidaho.org

IN RE:	)	
	)	
Lots 3AA and 4AA Sun Valley Subdivision	)	KETCHUM CITY COUNCIL
Lot Line Shift (Readjustment of Lot Lines)	)	FINDINGS OF FACT, CONCLUSIONS OF LAW, AND
Date: January 2, 2024	)	DECISION
	)	
File Number: P23-095	)	

**PROJECT:** Lots 3AA and 4AA Lot Line Shift

**APPLICATION TYPE:** Lot Line Shift (Readjustment of Lot Lines)

**FILE NUMBER:** P23-095

**OWNER:** Robert Shawn Wood & Julie Ann Wood; Steve Ashburn

**REPRESENTATIVE:** Bruce Smith, PLS, Alpine Enterprises

**REQUEST:** Move 8,994 square feet of Lot 3A into Lot 4A and dedicate a new access easement and sewer easement

**LOCATION:** Lots 3A and 4A Sun Valley Subdivision First Addition (1317 Warm Springs Road and 1401 Warm Springs Road)

**NOTICE:** A public hearing notice was mailed to all property owners within 300 feet of the project site and political subdivisions on December 13, 2023. The public hearing notice was published in the Idaho Mountain Express on December 13, 2023. The public hearing notice was posted on the city’s website on December 17, 2023.

**ZONING:** Limited Residential (LR)

**Findings Regarding Application Filed**

The Lots 3AA and 4AA First Addition Sun Valley Subdivision Lot Line Shift Application (File No. P23-095) proposes to move 8,994 square feet of Lot 3A into Lot 4A and dedicate a new access easement and sewer easement. Both lots are located within the Limited Residential (LR) Zoning District. Lot 3A is

located at 1401 Warm Springs Road and is developed with an existing single-family home that was built in 1960. Lot 4A is located at 1317 Warm Springs Road and is developed with an existing single-family home and detached garage that was built in 1979. Amended Lot 3AA will decrease in size from 19,608 square feet to 10,614 square feet and feature a new 18-foot-wide access easement on the property. Amended Lot 4AA will increase in size from 26,326 square feet to 35,320 square feet and feature a new 182 square foot sewer easement on the property. The proposal will meet lot size and lot width requirements along with the requirements specified in the Ketchum Municipal Code's Subdivision Regulations (Title 16).

#### **Findings Regarding Readjustment of Lot Lines (KMC §16.04.060)**

Consistent with Ketchum Municipal Code (KMC) §16.04.020, the proposal meets the definition of *Readjustment of Lot Lines* because: (1) changes are proposed to existing property boundaries, (2) proposed Lots 3AA and 4AA comply with all dimensional standards required in the LR Zone District, and (3) the proposal does not create additional lots or dwelling units.

*Readjustment of Lot Lines: A change or modification of the boundary lines between existing lots or parcels of land or between dwelling units which does not reduce the area, frontage, width, depth or building setback lines of each lot below the minimum zoning requirements and which does not create additional lots or dwelling units. "Readjustment of Lot Lines" includes other minor changes to a subdivision, condominium, or townhouse plat such as, but not limited to, notation changes, boundary shifts and removal of lot line(s), each of which do not reduce the area, frontage, width, depth or building setback lines of each lot below the minimum zoning requirements nor create additional lots or dwelling units (KMC §16.04.020).*

Consistent with KMC §16.04.060.B, the Readjustment of Lot Lines application was transmitted to city departments, including the City Engineer, Fire, Building, Utilities, and Streets departments, for review. The city department comments were provided to the applicant on November 8, 2023. The applicant submitted revised project plans on November 29, 2023. All city department comments were addressed and resolved on the revised project plans.

All land, condominium, and townhouse subdivisions within the City of Ketchum are subject to the standards contained in Ketchum Municipal Code, Title 16, Subdivision Regulations. Pursuant to KMC §16.04.010.D, the change or modification of boundary lines, whether or not any additional lot is created, shall comply with these regulations. Many subdivision standards are related to the design and construction of multiple new lots that will form new blocks and infrastructure, such as streets that will be dedicated and maintained by the city. The standards for certain improvements (KMC §16.04.040), including street, sanitary sewage disposal, and planting strip improvements, are not applicable as the project proposes to move 8,994 square feet of Lot 3A into Lot 4A and dedicate a new access easement on amended Lot 3AA and a new sewer easement on amended Lot 4AA. As conditioned, proposed Lots 3AA and 4AA Sun Valley Subdivision First Addition plat meets the standards for Readjustment of Lot Lines under Title 16 of Ketchum Municipal Code.

**Table 1: Findings Regarding Contents of Final Plat**

<b>Findings Regarding Contents of Final Plat and Subdivision Design &amp; Development Requirements</b>			
<b>Compliant</b>			<b>Standards and Council Findings</b>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.K</b> <b>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:</b>
			<b>Council Findings</b> <i>The final plat mylar paper shall be prepared following Ketchum City Council review and approval of the lot line shift application and shall meet these standards.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.K.1</b> <b>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.</b>
			<b>Council Findings</b> <i>Sheet 1 of the final plat shows that the point of beginning of the subdivision is tied to two survey corners. This standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.K.2</b> <b>Location and description of monuments.</b>
			<i>Sheet 1 of the final plat provides the location and description of monuments. This standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.K.3</b> <b>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.</b>
			<b>Council Findings</b> <i>The final plat indicates property lines, the centerline of Warm Springs Road and River Run Drive. The plat also indicates the existing public utility, water, and sewer easements and the proposed access and sewer easements. The subject properties do not contain avalanche hazard area or floodplain.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.K.4</b> <b>Names and locations of all adjoining subdivisions.</b>
			<b>Council Findings</b> <i>The plat indicates the adjacent lots within the First Addition Sun Valley Subdivision to the east, west, and south.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.K.5</b> <b>Name and right of way width of each street and other public rights of way.</b>
			<b>Council Findings</b> <i>This standard has been met. The final plat indicates the 50-foot width of the Warm Springs Road right-of-way and the 50-foot-width of the River Run Drive right-of-way.</i>

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.K.6</b>	<b>Location, dimension and purpose of all easements, public or private.</b>
			<b>Council Findings</b>	<i>The plat identifies the existing 10-foot-wide public utility easement recorded as Instrument No. 93769 and the existing water and sewer easements recorded as Instrument No. 298228. The plat also identifies the proposed 18-foot-wide access easement on amended Lot 3AA and the proposed 182 square foot sewer easement on amended Lot 4AA.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.030.K.7</b>	<b>The blocks numbered consecutively throughout each block.</b>
			<b>Council Findings</b>	<i>This standard is not applicable as new blocks are being created. The adjustment proposed with this lot line shift is limited to moving 8,994 square feet of Lot 3A into Lot 4A and dedicating a new access easement on amended Lot 3AA and a new sewer easement on amended Lot 4AA.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.030.K.8</b>	<b>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.</b>
			<b>Council Findings</b>	<i>This standard is not applicable as no dedications of this type are proposed or required.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.K.9</b>	<b>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.</b>
			<b>Council Findings</b>	<i>As shown on Sheet 1 of the plat, this standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.K.10</b>	<b>Scale, north arrow and date.</b>
				<i>As shown on Sheet 1 of the plat, this standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.K.11</b>	<b>Location, width, and names of all existing or dedicated streets and other public ways within or adjacent to the proposed subdivision</b>
			<b>Council Findings</b>	<i>This standard has been met. Sheet 1 of the plat shows the existing 50-foot-wide Warm Springs Road right-of-way and the 50-foot-wide River Run Drive right-of-way.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.030.K.12</b>	<b>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.</b>
			<b>Council Findings</b>	<i>This standard is not applicable as the existing residential subdivision is not governed by a homeowners' association.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.K.13</b>	<b>Certificate by registered engineer or surveyor preparing the map certifying to the accuracy of surveying plat.</b>
			<b>Council Findings</b>	<i>Sheet 2 of the plat provides the certificate from the licensed Professional Land Surveyor certifying the accuracy of the plat survey.</i>
			<b>16.04.030.K.14</b>	<b>A current title report of all property contained within the plat.</b>

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>Council Findings</b>	<i>This standard has been met. A title report for Lot 3A was submitted by Stewart Title Guarantee Company dated December 9, 2022, and a warranty deed for Lot 4A was submitted by Blaine County Title dated May 24, 2021.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.K.15</b>	<b>Certification of owner(s) of record and all holders of security interest(s) of record with regard to such property.</b>
			<b>Council Findings</b>	<i>Sheet 2 of the final plat provides the certification of owners of record with regard to the subject properties.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.K.16</b>	<b>Certification and signature of engineer (surveyor) verifying that the subdivision and design standards meet all city requirements.</b>
			<b>Council Findings</b>	<i>Sheet 2 of the final plat provides the certification of the surveyor verifying the subdivision and design standards meet all city requirements.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.K.17</b>	<b>Certification and signature of the city engineer verifying that the subdivision and design standards meet all city requirements.</b>
			<b>Council Findings</b>	<i>Sheet 2 of the final plat provides the certification of the City Engineer verifying that the subdivision and design standards meet all city requirements.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.K.18</b>	<b>Certification and signature of the city clerk of the city of Ketchum verifying that the subdivision has been approved by the council.</b>
			<b>Council Findings</b>	<i>The signature block page on sheet 2 of the final plat provides the certification of the City Clerk verifying that the subdivision has been approved by the City Council.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.030.K.19</b>	<b>Notation of any additional restrictions imposed by the council on the development of such subdivision to provide for the public health, safety and welfare.</b>
			<b>Council Findings</b>	<i>This standard is not applicable because no additional restrictions are necessary to provide for the public health, safety, and welfare.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.L</b>	<b>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.</b>
			<b>Council Findings</b>	<i>This standard has been met.</i>

**Table 2: Findings Regarding Compliance With Subdivision Development & Design Standards**

<b>Subdivision Development &amp; Design Standards (Ketchum Municipal Code §16.04.040)</b>				
<b>Compliant</b>			<b>City Code</b>	<b>City Standards</b>
<b>Yes</b>	<b>No</b>	<b>N/A</b>		
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.040.A</b>	<b>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</b>

				<p>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.</p>
			<b>Findings</b>	<p><i>This standard is not applicable as the adjustment proposed with this lot line shift is limited to moving 8,994 square feet of Lot 3A into Lot 4A and dedicating a new access easement on amended Lot 3AA and a sewer easement on amended Lot 4AA. No additional improvements are proposed or required for the lot line shift.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.040.B</b>	<p><b>Improvement Plans:</b> 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.</p>
			<b>Findings</b>	<p><i>This standard is not applicable as the adjustment proposed with this lot line shift is limited to moving 8,994 square feet of Lot 3A into Lot 4A and dedicating a new access easement on amended Lot 3AA and a sewer easement on amended Lot 4AA. No additional improvements are proposed or required for the lot line shift.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.040.C</b>	<p><b>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.</b></p>
			<b>Findings</b>	<p><i>This standard is not applicable as the adjustment proposed with this lot line shift is limited to moving 8,994 square feet of Lot 3A into Lot 4A and dedicating a new access easement on amended Lot 3AA and a sewer easement on amended Lot 4AA. No additional improvements are proposed or required for the lot line shift.</i></p>

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.040.D</b>	<p><b>As Built Drawing:</b> Prior to acceptance by the city council of any improvements installed by the subdivider, two (2) sets of as built plans and specifications, certified by the subdivider's engineer, shall be filed with the city engineer. Within ten (10) days after completion of improvements and submission of as built drawings, the city engineer shall certify the completion of the improvements and the acceptance of the improvements, and shall submit a copy of such certification to the administrator and the subdivider. If a performance bond has been filed, the administrator shall forward a copy of the certification to the city clerk. Thereafter, the city clerk shall release the performance bond upon application by the subdivider.</p>
			<b>Findings</b>	<i>This standard is not applicable as the adjustment proposed with this lot line shift is limited to moving 8,994 square feet of Lot 3A into Lot 4A and dedicating a new access easement on amended Lot 3AA and a sewer easement on amended Lot 4AA. No additional improvements are proposed or required for the lot line shift.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.040.E</b>	<p><b>Monumentation:</b> 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"> <li>1. All angle points in the exterior boundary of the plat.</li> <li>2. All street intersections, points within and adjacent to the final plat.</li> <li>3. All street corner lines ending at boundary line of final plat.</li> <li>4. All angle points and points of curves on all streets.</li> <li>5. The point of beginning of the subdivision plat description.</li> </ol>
			<b>Findings</b>	<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"/>	<b>16.04.040.F</b>	<p><b>Lot Requirements:</b></p> <ol style="list-style-type: none"> <li>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.</li> <li>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</li> </ol>



			<p>promote access to the lots and maintenance of public utilities, to minimize cut and fill for roads and building foundations, and minimize adverse impact upon environment, watercourses and topographical features. Structures may only be built on buildable lots. Lots shall only be created that meet the definition of "lot, buildable" in section 16.04.020 of this chapter. Building envelopes shall be established outside of hillsides of twenty five percent (25%) and greater and outside of the floodway. A waiver to this standard may only be considered for the following:</p> <p>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.</p> <p>b. For small, isolated pockets of twenty five percent (25%) or greater that are found to be in compliance with the purposes and standards of the mountain overlay district and this section.</p> <p>3. Corner lots shall have a property line curve or corner of a minimum radius of twenty five feet (25') unless a longer radius is required to serve an existing or future use.</p> <p>4. Side lot lines shall be within twenty degrees (20°) to a right angle or radial line to the street line.</p> <p>5. Double frontage lots shall not be created. A planting strip shall be provided along the boundary line of lots adjacent to arterial streets or incompatible zoning districts.</p> <p>6. Every lot in a subdivision shall have a minimum of twenty feet (20') of frontage on a dedicated public street or legal access via an easement of twenty feet (20') or greater in width. Easement shall be recorded in the office of the Blaine County recorder prior to or in conjunction with recordation of the final plat.</p>
			<p><b>Findings</b></p> <p><i>Standard #1 has been met. Amended Lots 3AA and 4AA comply with the dimensional standards for lots within the Limited Residential (LR) Zone District. Standards #2-6 are not applicable.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p><b>16.04.040.G</b></p> <p><b>G. Block Requirements: The length, width and shape of blocks within a proposed subdivision shall conform to the following requirements:</b></p> <ol style="list-style-type: none"> <li>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.</li> <li>2. Blocks shall be laid out in such a manner as to comply with the lot requirements.</li> <li>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.</li> </ol>

				<p><b>4. Corner lots shall contain a building envelope outside of a seventy five foot (75') radius from the intersection of the streets.</b></p>
			<b>Findings</b>	<i>This standard is not applicable as this lot line shift does not create a new block.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.040.H</b>	<p><b>Street Improvement Requirements:</b></p> <p><b>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;</b></p> <p><b>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;</b></p> <p><b>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;</b></p> <p><b>4. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods;</b></p> <p><b>5. Street grades shall not be less than three-tenths percent (0.3%) and not more than seven percent (7%) so as to provide safe movement of traffic and emergency vehicles in all weather and to provide for adequate drainage and snow plowing;</b></p> <p><b>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;</b></p> <p><b>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;</b></p> <p><b>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-</b></p>

			<p>de-sacs shall have a minimum turnaround radius of sixty feet (60') at the property line and not less than forty five feet (45') at the curb line;</p> <p>9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°);</p> <p>10. Where any street deflects an angle of ten degrees (10°) or more, a connecting curve shall be required having a minimum centerline radius of three hundred feet (300') for arterial and collector streets, and one hundred twenty five feet (125') for minor streets;</p> <p>11. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited;</p> <p>12. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets;</p> <p>13. Proposed streets which are a continuation of an existing street shall be given the same names as the existing street. All new street names shall not duplicate or be confused with the names of existing streets within Blaine County, Idaho. The subdivider shall obtain approval of all street names within the proposed subdivision from the commission before submitting same to council for preliminary plat approval;</p> <p>14. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills;</p> <p>15. Street patterns of residential areas shall be designed to create areas free of through traffic, but readily accessible to adjacent collector and arterial streets;</p> <p>16. Reserve planting strips controlling access to public streets shall be permitted under conditions specified and shown on the final plat, and all landscaping and irrigation systems shall be installed as required improvements by the subdivider;</p> <p>17. In general, the centerline of a street shall coincide with the centerline of the street right of way, and all crosswalk markings shall be installed by the subdivider as a required improvement;</p> <p>18. Street lighting may be required by the commission or council where appropriate and shall be installed by the subdivider as a requirement improvement;</p> <p>19. Private streets may be allowed upon recommendation by the commission and approval by the council. Private streets shall be constructed to meet the design standards specified in subsection H2 of this section;</p> <p>20. Street signs shall be installed by the subdivider as a required improvement of a type and design approved by the administrator and shall be consistent with the type and design of existing street signs elsewhere in the city;</p> <p>21. Whenever a proposed subdivision requires construction of a new bridge, or will create substantial additional traffic which will require construction of a new bridge or improvement of an existing bridge, such construction or improvement shall be a required improvement by</p>
--	--	--	--

			<p>the subdivider. Such construction or improvement shall be in accordance with adopted standard specifications;</p> <p><b>22. Sidewalks, curbs and gutters may be a required improvement installed by the subdivider; and</b></p> <p><b>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.</b></p>
			<p><b>Findings</b></p> <p><i>This standard is not applicable as the adjustment proposed with this lot line shift does not create a new street, private road, or bridge.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p><b>16.04.040.I</b></p> <p><b>Alley Improvement Requirements: Alleys shall be provided in business, commercial and light industrial zoning districts. The width of an alley shall be not less than twenty feet (20'). Alley intersections and sharp changes in alignment shall be avoided, but where necessary, corners shall be provided to permit safe vehicular movement. Dead end alleys shall be prohibited. Improvement of alleys shall be done by the subdivider as required improvement and in conformance with design standards specified in subsection H2 of this section.</b></p>
			<p><b>Findings</b></p> <p><i>This standard is not applicable as this lot line shift proposes to move 8,994 square feet of Lot 3A into Lot 4A and dedicates a new access easement on amended Lot 3AA and dedicates a new sewer easement on amended Lot 4AA. Alleys are not required in residential neighborhoods.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p><b>16.04.040.J</b></p> <p><b>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.</b></p> <p><b>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.</b></p> <p><b>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.</b></p> <p><b>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</b></p>

				<p>easement along the portion of the riverbank which runs through the proposed subdivision.</p> <p>4. All subdivisions which border on the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a twenty five foot (25') scenic easement upon which no permanent structure shall be built in order to protect the natural vegetation and wildlife along the riverbank and to protect structures from damage or loss due to riverbank erosion.</p> <p>5. No ditch, pipe or structure for irrigation water or irrigation wastewater shall be constructed, rerouted or changed in the course of planning for or constructing required improvements within a proposed subdivision unless same has first been approved in writing by the ditch company or property owner holding the water rights. A written copy of such approval shall be filed as part of required improvement construction plans.</p> <p>6. Nonvehicular transportation system easements including pedestrian walkways, bike paths, equestrian paths, and similar easements shall be dedicated by the subdivider to provide an adequate nonvehicular transportation system throughout the city.</p>
			<b>Findings</b>	<p><i>The lot line shift application proposes to move 8,994 square feet of Lot 3A into Lot 4A and dedicates a new 18-foot-wide access easement on amended Lot 3AA and a new 182 square foot sewer easement on amended Lot 4AA.</i></p> <p><i>The plat identifies the existing 10-foot-wide public utility easement recorded as Instrument No. 93769 and the existing water and sewer easements recorded as Instrument No. 298228.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.040.K</b>	<p><b>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.</b></p>
			<b>Findings</b>	<p><i>This standard is not applicable as no new subdivision is being created. Sewer system improvements are not required for this lot line shift.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.040.L</b>	<p><b>Water System Improvements: A central domestic water distribution system shall be installed in all subdivisions by the subdivider as a</b></p>

				<p>required improvement. The subdivider shall also be required to locate and install an adequate number of fire hydrants within the proposed subdivision according to specifications and requirements of the city under the supervision of the Ketchum fire department and other regulatory agencies having jurisdiction. Furthermore, the central water system shall have sufficient flow for domestic use and adequate fire flow. All such water systems installed shall be looped extensions, and no dead end systems shall be permitted. All water systems shall be connected to the municipal water system and shall meet the standards of the following agencies: Idaho department of public health, Idaho survey and rating bureau, district sanitarian, Idaho state public utilities commission, Idaho department of reclamation, and all requirements of the city.</p>
			<b>Findings</b>	<i>This standard is not applicable as no new subdivision is being created. Water system improvements are required for this lot line shift.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.040.M</b>	<p><b>Planting Strip Improvements:</b> Planting strips shall be required improvements. When a predominantly residential subdivision is proposed for land adjoining incompatible uses or features such as highways, railroads, commercial or light industrial districts or off street parking areas, the subdivider shall provide planting strips to screen the view of such incompatible features. The subdivider shall submit a landscaping plan for such planting strip with the preliminary plat application, and the landscaping shall be a required improvement.</p>
			<b>Findings</b>	<i>This standard is not applicable as no new subdivision is being created. Planting strip improvements are not required for this lot line shift.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.040.N</b>	<p><b>Cuts, Fills, And Grading Improvements:</b> 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:</p> <ol style="list-style-type: none"> <li>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.</li> <li>2. Preliminary grading plan prepared by a civil engineer shall be submitted as part of all preliminary plat applications. Such plan shall contain the following information: <ol style="list-style-type: none"> <li>a. Proposed contours at a maximum of five foot (5') contour intervals.</li> <li>b. Cut and fill banks in pad elevations.</li> <li>c. Drainage patterns.</li> <li>d. Areas where trees and/or natural vegetation will be preserved.</li> <li>e. Location of all street and utility improvements including driveways to building envelopes.</li> </ol> </li> </ol>

			<p>f. Any other information which may reasonably be required by the administrator, commission or council to adequately review the affect of the proposed improvements.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>6. Where cuts, fills, or other excavations are necessary, the following development standards shall apply:</p> <ul style="list-style-type: none"> <li>a. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability.</li> <li>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).</li> <li>c. Cut slopes shall be no steeper than two horizontal to one vertical (2:1). Subsurface drainage shall be provided as necessary for stability.</li> <li>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.</li> <li>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.</li> </ul>
			<p><b>Findings</b></p> <p><i>This standard is not applicable as no new subdivision is being created. No grading improvements are proposed or required.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p><b>16.04.040.O</b></p> <p><b>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</b></p>

				<p>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>
			<b>Findings</b>	<i>This standard is not applicable as no new subdivision is being created. No changes are proposed or required to the drainage of the existing lots.</i>
			<b>16.04.040.P</b>	<p><b>Utilities:</b> 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>
			<b>Findings</b>	<i>This standard is not applicable as no new subdivision is being created. No utility improvements are proposed or required.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.040.Q</b>	<p><b>Off Site Improvements:</b> Where the offsite impact of a proposed subdivision is found by the commission or council to create substantial additional traffic, improvements to alleviate that impact may be required of the subdivider prior to final plat approval, including, but not limited to, bridges, intersections, roads, traffic control devices, water mains and facilities, and sewer mains and facilities.</p>
			<b>Findings</b>	<i>This standard is not applicable as no off-site improvements are required or proposed with this lot line shift.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.040.R</b>	<p><b>Avalanche And Mountain Overlay:</b> 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>
			<b>Findings</b>	<i>This standard is not applicable as the subject properties are not located within the Avalanche Zone or Mountain Overlay.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.040.S</b>	<p><b>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.</b></p>
			<b>Findings</b>	<i>This standard is not applicable as no changes to existing features on the properties are proposed.</i>



### CONCLUSIONS OF LAW

1. The City of Ketchum is a municipal corporation established in accordance with Article XII of the Constitution of the State of Idaho and Title 50 Idaho Code and is required and has exercised its authority pursuant to the Local Land Use Planning Act codified at Chapter 65 of Title 67 Idaho Code and pursuant to Chapters 3, 9 and 13 of Title 50 Idaho Code to enact the ordinances and regulations, which ordinances are codified in the Ketchum City Code (“KMC”) and are identified in the Findings of Fact and which are herein restated as Conclusions of Law by this reference and which city ordinances govern the applicant’s application.
2. The Ketchum City Council has authority to hear the applicant’s Lot Line Shift Application pursuant to Chapter 16.04 of Ketchum Code Title 16.
3. The City of Ketchum Planning Department provided adequate notice for the review of this application.
4. The Lot Line Shift (Readjustment of Lot Lines) application is governed under Sections 16.04.010, 16.04.020, 16.04.030, 16.04.040, and 16.04.060 of Ketchum Municipal Code Chapter 16.04.
5. As conditioned, the proposed Lot Line Shift meets the standards for approval under Title 16 of Ketchum Municipal Code.

### DECISION

**THEREFORE**, the Ketchum City Council **approves** the Lots 3AA and 4AA First Addition Sun Valley Subdivision Lot Line Shift Application File No. P23-095 this Tuesday, January 2, 2024, subject to the following conditions:

### CONDITIONS OF APPROVAL

1. The final plat shall be recorded with the Blaine County Clerk and Recorder’s Office within one year of approval by the Ketchum City Council.
2. Upon recording of the final plat with the Blaine County Clerk and Recorder’s Office, the applicant shall provide a copy of the recorded final plat to the Planning and Building Department.

Findings of Fact **adopted** this 2<sup>nd</sup> day of January 2024.

---

Neil Bradshaw, Mayor  
City of Ketchum