



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date:	February 12, 2026	Staff Member/Dept:	Abby Rivin, AICP – Senior Planner, Planning and Building Department
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Agenda Item:	Recommendation to review and approve Lot Consolidation Preliminary Plat Application (P25-16A) and Waiver Requests for the Knob Hill Residence Project.
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Recommended Motion:

"I move to approve the Lot Consolidation Preliminary Plat Application and Waiver Requests for the Knob Hill Residence Project and direct staff to return with draft Findings of Fact and Decision."

Reasons for Recommendation:

- The Knob Hill Residence Project proposes to build a new single-family home on two vacant lots on Walnut Avenue just north of 6th Street in the Knob Hill neighborhood in the Limited Residential Zone and Mountain Overlay. The applicant is requesting two waivers through the Preliminary Plat process— (1) a lot consolidation waiver to combine lots 3 and 4 and (2) a building envelope waiver to allow the new home be constructed within slopes of 25%+.
- The lot consolidation reduces hillside disturbance, eliminates a second driveway minimizing grading impacts, and allows the home to be sited at a lower elevation. The Commission concluded that the project’s consistency with neighborhood character, environmental benefits, and reduced disturbance outweigh the loss of a second future home and recommended approval of the Lot Consolidation Preliminary Plat.
- The property is located almost entirely on 20-25%+ slopes and is further constrained by existing easements. The site topography makes it impossible to place a reasonable building envelope outside of steep slopes. The subdivision code explicitly allows a waiver in such circumstances. The Commission found the site’s steep topography and constraints justify the granting of the building envelope waiver.

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

INTRODUCTION

The applicant proposes to build a new single-family residence on two vacant lots on Walnut Avenue just north of 6th Street in the Knob Hill neighborhood (“subject property,” see Figure 1). The subject property is in the Limited Residential (LR) Zone and the Mountain Overlay (MO) and is located almost entirely on steep slopes of 20-25% and greater.

Because of the site’s steep topography, the applicant is requesting two waivers through the Preliminary Plat process:

1. A lot consolidation waiver to combine lots 3 and 4.



Figure 1: Subject Property Aerial Map

2. A building envelope waiver to allow the new home to be constructed within slopes of 25% and greater.

Process to Date

Ketchum Municipal Code (KMC) §16.04.030.C.4 requires that Preliminary Plat applications for lot consolidations be submitted concurrently with a development application. The development application required for the Knob Hill Residence project is MO Design Review (Preapplication and Final). The Planning and Zoning Commission (“Commission”) is the final decision-making body on MO Design Review per KMC §17.96.030B and a recommending body to the City Council on Preliminary Plats per KMC §16.04.030D.

A Preapplication MO Design Review was conducted with the Commission on February 11, 2025. The applicant then submitted the Lot Consolidation Preliminary Plat with the final MO Design Review on April 24, 2025. The Commission conducted two public hearings to consider both applications on August 26 and September 9, 2025. On September 9, the Commission approved the MO Design Review and recommended approval of the Lot Consolidation Preliminary Plat.

ANALYSIS

Pursuant to KMC §16.04.030.C4, Preliminary Plat applications for lot consolidations must demonstrate conformance with:

- All applicable building permit and land use development approvals,
- All applicable zoning regulations in Title 17 of KMC, and
- General conformance with the comprehensive plan.

The Commission found that the Knob Hill Residence project complied with all MO Design Review criteria and applicable zoning regulations. The MO Design Review approval is conditioned upon approval of the Lot Consolidation Preliminary Plat.

Lot consolidations in the LR Zone require a waiver pursuant to KMC §16.04.030.C.1a. In addition, a waiver is required under KMC §16.04.040.F2b to establish a reasonable building envelope as the hillside property is located entirely in slopes of 20-25%+.

KMC §16.04.130A allows waivers to be granted by the City Council on case-by-case upon the recommendation of the Commission when:

- special physical characteristics or conditions affecting the property create undue hardship,
- the hardship is not self-created by the applicant, and
- the waiver would not harm public welfare, health, safety, or neighboring property owners.

Comprehensive Plan Conformance

The Knob Hill Residence project presents benefits and tradeoffs that lead to conflicts between three core values in the 2014 Comprehensive Plan—Community Character, A Variety of Housing Options, and Environmental Quality and Scenic Beauty. Ketchum’s undeveloped hillsides contribute to the identity and visual character of our community. The 2014 Plan supports the protection of Ketchum’s hillsides and natural features. Balancing environmental protection with future growth, the 2014 Plan promotes a sustainable land use pattern that encourages infill and redevelopment. The 2014 Plan supports increasing housing supply and diversity through residential infill that is compatible with the character of existing neighborhoods.

While the request to combine lots 3 and 4 removes the potential for a second housing unit, the consolidation is consistent with the existing pattern of development in the Knob Hill neighborhood. In

addition, the consolidation reduces hillside disturbance. The Commission found that the environmental benefits and compatibility with the surrounding Knob Hill neighborhood outweigh the lost opportunity for an additional housing unit. The following analysis takes a deeper look at how the project aligns with 2014 Plan goals and policies and further explores these trade-offs.

Neighborhood Character & Compatible Infill

The 2014 Plan supports residential infill and redevelopment that is compatible with the character of existing neighborhood. Key policies related to neighborhood character and compatible infill include:

- Policy CD-1.3—Compatible Infill and Redevelopment Projects: “Infill and redevelopment projects should be contextually appropriate to the neighborhood and development in which they occur. Context refers to the natural and manmade features adjoining a development site; it does not imply a certain style” (page 26).
- Policy CD-1.4—High-Quality Site Planning and Building and Landscape Design: “Each new project should be well-designed and attractive, and should complement surrounding land uses and existing neighborhood character”(page 26).
- Policy LU-2.2—Compatible Residential Infill: “Ensure that residential infill is compatible in character and scale within the surrounding neighborhood” (page 71).

The Commission found the project to be consistent with neighborhood patterns and 2014 Plan policies supporting contextually appropriate residential infill. As shown in Figure 2, many surrounding homes in the Knob Hill neighborhood are built on combined townsite lots.

In addition, the proposed development is similar in size and scale to these surrounding homes. Many existing homes in the Knob Hill neighborhood are three stories in height.



Figure 2: Knob Hill Neighborhood Lot Consolidation Pattern

Housing

The subject property is designated as Low Density Residential (“LDR”) on the Future Land Use Map of the 2014 Plan. The LDR designation promotes new single-family residences, duplexes, and accessory dwelling units within existing neighborhoods served by local streets and near parks, open space, and civic uses. The project aligns with the LDR designation by proposing to develop a new single-family home on two existing lots accessed from Walnut Avenue within the Knob Hill neighborhood.

The 2014 Plan supports increasing housing supply and diversity by encouraging a mix of housing types, sizes, and price points to support both year-round and seasonal residents. Policy H-3.1 encourages a mixture of housing types with varied price ranges and densities that meet a variety of needs (page 21). While supporting a variety of housing options, the 2014 Plan also emphasizes the importance of increasing the Ketchum’s supply of affordable homes that are attainable for the local workforce.

The project provides one new single-family residence within the Knob Hill neighborhood on two townsite lots. If the lots are not consolidated, there is potential for two single-family residences, one on each lot. The proposal results in the loss of one potential single-family residence in the future. Although the two-lot development scenario preserves a future housing opportunity, the future development would likely result in a luxury single-family home and would not increase the supply of affordable homes attainable for the local workforce.

Hillside Protection

The 2014 Plan encourages protecting Ketchum’s undeveloped hillsides from further development and preserving natural topography, ridgelines, and wildlife habitat. To reduce adverse environmental impacts associated with development activity, the 2014 Plan notes the role and importance of the city's Mountain Overlay standards. Key policies that address the protection of Ketchum’s undeveloped hillsides and natural features include:

- Policy CD-2.2—Mountain Overlay Zone: “Continue to protect hillsides within the City and the Area of City Impact from further development. Enforce and encourage strengthening of the Mountain Overlay standards of the City and County, by using a variety of techniques; such as clustering at lower elevations, creating conservation easements, or purchasing private property on hillsides” (page 26).
- Policy CD-2.4—Development Designed for Natural Feature Preservation: “Protect and incorporate natural features into newly developing areas. Conserve the natural patterns of streams, ridgelines, topography, riparian areas, and wildlife habitat areas” (page 27).

As noted above, development should seek to preserve natural features such as ridgelines and natural topography. This can be achieved by limiting the amount of disturbance permitted by development on hillsides. The proposal reduces total disturbance from the development thereby preserving more of the natural hillside. As shown in the lot disturbance diagrams (see Attachment 1 and Figure 4), developing one home on the consolidated lot results in less grading and hillside disturbance than development of both platted lots individually. Disturbance under the two-lot development scenario results in only 523 square feet undisturbed area. The proposed consolidation results in 1,698 square feet of undisturbed area. This represents a 69% increase in total undisturbed area from the two-lot development scenario. The consolidation decreases total hillside disturbance on the subject property by 7%.

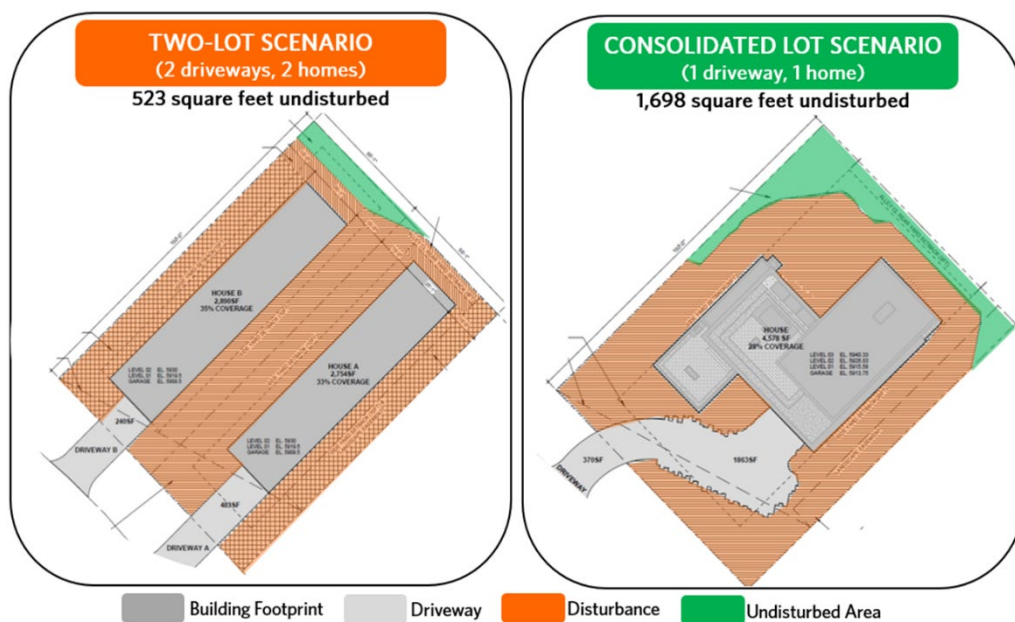


Figure 3: Lot Disturbance Diagrams

MO Design Review criteria require minimizing the length of driveways to reduce grading impacts. The lot consolidation eliminates the disturbance associated with an additional driveway in the two-lot scenario. In addition, removing the potential for additional driveway enhances safety along Walnut Avenue by reducing conflict points and improving sight distances along Walnut Avenue. Reducing the number of driveway accesses creates more predictable traffic conditions, enhances visibility, and creates safer conditions for people walking and biking.

The 2014 Plan also notes that clustering development at lower elevations helps preserve natural hillsides. The MO Design Review standards require locating development in suitable areas away from higher elevations. As detailed in the applicant's memo (see Attachment 1), the lot consolidation improves site design by locating the home at a lower elevation on the parcel. In the two-lot development scenario, the narrow lot dimensions, easements, and driveways, push the homes further upslope on the hillside. The consolidation improves site design by lowering the home closer to Walnut Avenue and preserving more of the natural hillside.

Benefits & Trade-Offs Summary

The consolidation presents benefits and trade-offs between different goals and policies in the 2014 Plan that warrant thoughtful consideration. The 2014 Plan strongly emphasizes the preservation of hillsides, encourages infill development that is compatible with surrounding neighborhoods, and promotes the development of housing for local workers. After careful consideration of the 2014 Plan and the proposed consolidation, the Commission found that hillside preservation and compatible residential infill should be prioritized. While sacrificing the potential of an additional single-family residence, the lot consolidation provides environmental benefits by significantly reducing hillside disturbance. The proposal is consistent with the pattern of consolidated lots in the Knob Hill neighborhood. In addition, the proposed single-family residence is of similar size and scale to existing homes on surrounding properties. The Commission found the environmental benefits and neighborhood compatibility outweighed the loss of a potential second housing unit.

Building Envelope Waiver

The City's subdivision regulations require building envelopes to be located outside slopes of 25% and greater unless the request qualifies for one of two waivers outlined in the subdivision code. The application qualifies for the first waiver outlined in KMC §16.04.040.F2.a, which states a waiver may be considered, "for lot line shifts of parcels that are entirely within slopes of 25% or greater to create a reasonable building envelope, and mountain overlay design review standards and all other City requirements are met."

Site Topography & Constraints

Lots in the Knob Hill neighborhood were created by the original Ketchum townsite plat and are part of the downtown grid system. The original townsite did not consider the area's steep topography and platted lots and streets are located in steep slope areas that are high on the hillside. Streets like Walnut Avenue are paved off center to avoid massive cuts in the hillside. The Walnut Avenue public right-of-way (ROW) between 6th and 9th streets is substandard and does not conform to City ROW standards for width or grade.

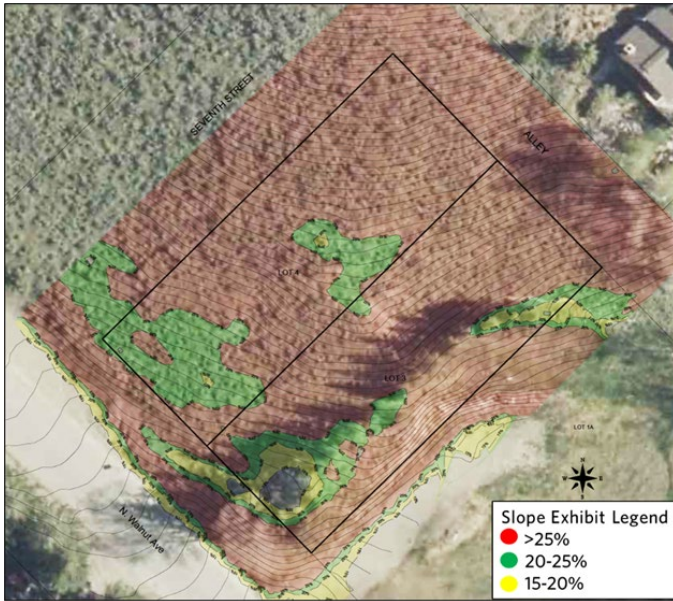


Figure 4: Slope Exhibit

The subject property is characterized by a steep slope and easements that constrain development potential. The slope exhibit in Figure 4 shows the subject property with areas of 25% and greater slope in red, areas of 20-25% slope in green, and areas of 15-20% slope in yellow. Most of the subject property contains hillsides of 25% and greater slope.

The subject property is further constrained by a view corridor and landscape easement (recorded as Instrument No. 663131) that benefits the adjacent property to the south along Walnut Avenue (see Figure 2). The view corridor easement highlighted in yellow in Figure 5 is intended to preserve the views from the adjacent property over the southwest side of the subject property. The landscape easement highlighted in green in Figure 5 is intended to provide screening for privacy.

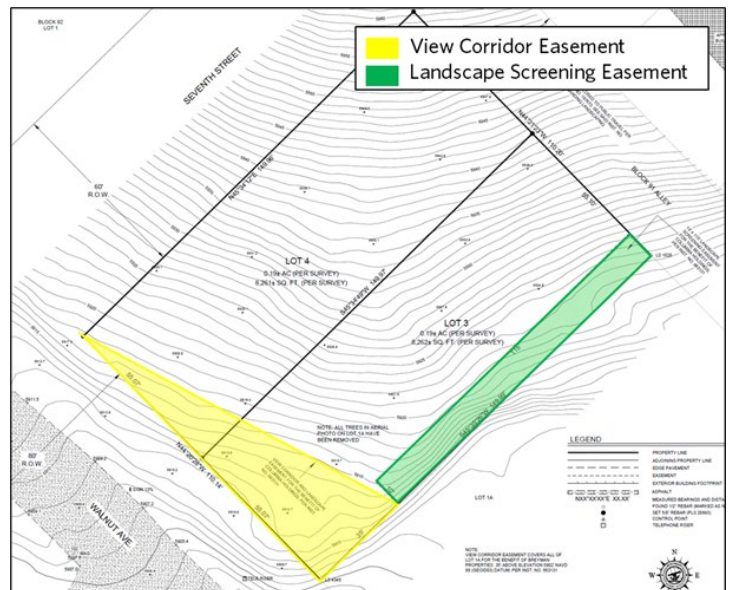


Figure 5: Easements

The site topography and easement locations make it impossible to place a building envelope outside of steep slopes. Thus, the subdivision code explicitly allows a waiver to the requirement that building envelopes be located outside areas of 25% slopes and stipulates that a reasonable building envelope be created if the criteria is met. The Commission found that the site's topography justifies granting the building envelope waiver. The Commission found that the project met the criteria for waivers as the site's steep slope creates undue hardship that is not self-created and is not detrimental to public health, safety, or welfare.

RECOMMENDATION

The Commission found the project complies with waiver requirements and lot consolidation standards. In addition, the Commission found the Lot Consolidation Preliminary Plat application to be in conformance with preliminary plat requirements (KMC §16.04.030) and applicable subdivision development and design standards (KMC §16.04.040).

Staff and the Commission recommend the City Council approve the Knob Hill Residence Lot Consolidation Preliminary Plat application and waiver requests and direct staff to return with draft findings for final review and approval by City Council.

Sustainability Impact:

See comprehensive plan analysis related to hillside protection above.

Financial Impact:

None OR Adequate funds exist in account:

There is no financial request to the city associated with this application; therefore, there is no budgetary impact.

Attachments:

1. Preliminary Plat Application & Supporting Documents
2. Lot Consolidation Preliminary Plat

Attachment 1

**Preliminary Plat Application
&
Supporting Documents**



**City of Ketchum
Planning & Building**

OFFICIAL USE ONLY
Application Number:
Date Received:
By:
Fee Paid:
Approved Date:
By:

Subdivision Application-Preliminary Plat

Submit completed application and documentation to planningandzoning@ketchumidaho.org Or hand deliver to Ketchum City Hall, 191 5th St. W. Ketchum, ID If you have questions, please contact the Planning and Building Department at (208) 726-7801. To view the Development Standards, visit the City website at: www.ketchumidaho.org and click on Municipal Code. You will be contacted and invoiced once your application package is complete.

APPLICANT INFORMATION			
Name of Proposed Subdivision: KETCHUM TOWNSITE: BLOCK 91: LOT 3A			
Owner of Record: Knob Hill Properties, LLC			
Address of Owner: P.O. Box 14001-174, Ketchum, ID 83340			
Representative of Owner: Ro Rockett Design		Phone #: 415-289-0830	
Email: zrockett@rorockettdesign.com			
Legal Description: Ketchum Lot 3&4, Block 91		RPK 00000910030 & 0000091004A	
Street Address: Lot 3&4, Block 91			
SUBDIVISION INFORMATION			
Number of Lots/Parcels: 1			
Total Land Area: 16,523sf Combined			
Current Zoning District: LR			
Proposed Zoning District: LR			
Overlay District: Mountain			
TYPE OF SUBDIVISION			
Condominium <input type="checkbox"/>	Land <input checked="" type="checkbox"/>	PUD <input type="checkbox"/>	Townhouse <input type="checkbox"/>
Adjacent land in same ownership in acres or square feet: N/A			
Easements to be dedicated on the final plat: No new easements.			
Briefly describe the improvements to be installed prior to final plat approval: None			
ADDITIONAL INFORMATION			
All lighting must be in compliance with the City of Ketchum's Dark Sky Ordinance One (1) copy of Articles of Incorporation and By-Laws of Homeowners Associations and/or Condominium Declarations One (1) copy of current title report and owner's recorded deed to the subject property One (1) copy of the preliminary plat All files should be submitted in an electronic format to planningandzoning@ketchumidaho.org			

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


Applicant Signature

4.18.2025

Date



City of Ketchum
Planning & Building

OFFICIAL USE ONLY
File Number:
Date Received:
Fee Paid:
By:
Approved Date:
Denied Date:
By:

APPLICATION FOR A WAIVER OF REQUIREMENTS

Submit completed application and documentation to planningandbuilding@ketchumidaho.org Or hand deliver to Ketchum City Hall, 191 5th St. W. Ketchum, ID If you have questions, please contact the Planning and Building Department at (208) 726-7801. To view the Development Standards, visit the City website at: www.ketchumidaho.org and click on Municipal Code. You will be contacted and invoiced once your application package is complete.

Name: Zac Rockett / Ro Rockett Design

Phone: 415-289-0830 x201 Email: zrockett@rorockettdesign.com

Mailing Address: 1306 Bridgeway, Upper Flr, Sausalito, CA 94965

Project Address: Lot 3&4, Block 91

Legal Description: Ketchum Lot 3&4, Block 91

Zoning Designation: LR Lot Size: 16,523sf Combined Commercial Residential X

Overlay District: Flood Avalanche Pedestrian Mountain X

Please state with particularity the matters the applicant seeks waiver or deferral:

Request to establish a reasonable building envelope within slopes of 25% and greater and
consolidate Lots 3 & 4 , Block 91.

Please state how the waiver or deferral would not be detrimental to the public welfare, health and safety nor injurious to property owners in the immediate area.

The lot consolidation is in conformance with the 2014 Comprehensive Plan & Interim Ordinance 1234.

All applicable existing zoning, overlay district, building, and fire safety requirements will be met.

Applicant's Signature: 

Date: 6.13.2025



**City of Ketchum
Planning & Building**

OFFICIAL USE ONLY
Application Number:
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Approved Date:
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Applicant Signature

4.18.2025

Date



Instrument # 705171

HAILEY, BLAINE, IDAHO
03-11-2024 10:50:19 AM No. of Pages: 2
Recorded for: BLAINE COUNTY TITLE
STEPHEN MCDOUGALL GRAHAM Fee: \$15.00
Ex-Officio Recorder Deputy: MG
Electronically Recorded by Simplifile

WARRANTY DEED

FOR VALUE RECEIVED

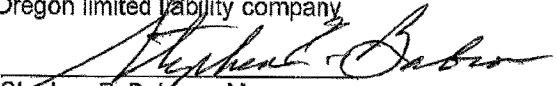
Breyman Properties, LLC, an Oregon limited liability company,
the Grantor, hereby grants, bargains, sells, conveys and warrants unto
Knob Hill Properties, LLC, a Nevada Limited Liability Company
the Grantee, whose current address is:
the following described premises, to-wit:


Lots 3 and 4 in Block 91, of the VILLAGE OF KETCHUM, as shown on the certified copy of the official map thereof, recorded as Instrument No. 302967, records of Blaine County, Idaho.

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 6 day of March, 2024.

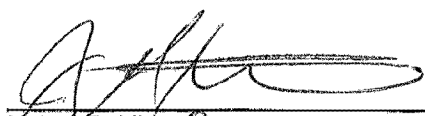
BREYMAN PROPERTIES, LLC,
an Oregon limited liability company

By: 
Stephen E. Babson, Manager

By: 
Melissa N. Babson, Manager

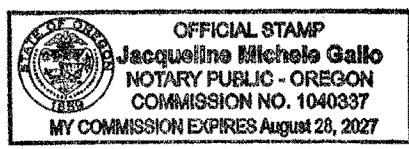
State of Oregon
County of Multnomah

This record was acknowledged before me on 6th day of March, 2024, by Stephen E. Babson and Melissa N. Babson, as Managers of Breyman Properties, LLC, an Oregon limited liability company.



Notary Public Oregon
My Commission Expires: 8/28/2027

(STAMP)



ALTA Commitment for Title Insurance



Issued By Old Republic National Title Insurance Company

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Blaine County Title, Inc.
360 Sun Valley Road
P.O. Box 3176
Ketchum, ID 83340
(208) 726-0700


Authorized Countersignature

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607
(612) 371-1111 www.oldrepublictitle.com

By  President

Attest  Secretary

COMMITMENT CONDITIONS

1. DEFINITIONS

- a. “Discriminatory Covenant”: Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
 - b. “Knowledge” or “Known”: Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
 - c. “Land”: The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term “Land” does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy
 - d. “Mortgage”: A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
 - e. “Policy”: Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
 - f. “Proposed Amount of Insurance”: Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
 - g. “Proposed Insured”: Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - h. “Public Records”: The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term “Public Records” does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
 - i. “State”: The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term “State” also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
 - j. “Title”: The estate or interest in the Land identified in Item 3 of Schedule A.
2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company’s liability and obligation end.
3. The Company’s liability and obligation is limited by and this Commitment is not valid without:
- a. the Notice;
 - b. the Commitment to Issue Policy;
 - c. the Commitment Conditions;
 - d. Schedule A;
 - e. Schedule B, Part I - Requirements;
 - f. Schedule B, Part II - Exceptions; and
 - g. a countersignature by the Company or its issuing agent that may be in electronic form.

4. COMPANY’S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I - Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

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10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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Transaction Identification Data, for which the Company assumes no liability as set forth in Condition 5 e.:

Issuing Agent: Blaine County Title, Inc.
Issuing Office: 360 Sun Valley Road, P.O. Box 3176, Ketchum, ID 83340
Issuing Office's ALTA® Registry ID: 1074245
Loan ID Number:
Commitment Number: 2526032
Issuing Office File Number: 2526032
Property Address: Vacant Land, Ketchum, ID 83340
Revision Number:

SCHEDULE A
COMMITMENT

1. Commitment Date: April 23, 2025 at 8:00 A.M.
2. Policy to be issued:
 - (a) 2021 ALTA® Owner's Policy
Proposed Insured:
Proposed Amount of Insurance: \$
The estate or interest to be insured:
 - (b) 2021 ALTA® Loan Policy
Proposed Insured:
Proposed Amount of Insurance \$
The estate or interest to be insured:
3. The estate or interest in the Land at the Commitment Date is:

Fee Simple
4. The Title is, at the Commitment Date, vested in:
Knob Hill Properties, LLC, a Nevada Limited Liability Company
and, as disclosed in the Public Records, has been since March 11, 2024
5. The Land is described as follows:

Lots 3 and 4 in Block 91, of the VILLAGE OF KETCHUM, as shown on the certified copy of the official map thereof, recorded as Instrument No. 302967, records of Blaine County, Idaho.

STATEMENT OF CHARGES

Title Search: \$150.00

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ORT Form 4757 A

Schedule A – ALTA Commitment for Title Insurance 2021 v 01.00 07/01/2021
File No. 2526032

SCHEDULE B I

COMMITMENT

REQUIREMENTS

File No.: 2526032

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

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ORT Form 4757 B I

Schedule B I – ALTA Commitment 2021 v 01.00 07/01/2021

File No. 2526032

SCHEDULE B II

COMMITMENT

EXCEPTIONS FROM COVERAGE

File No.: 2526032

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. 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.
3. 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.
4. Easements, liens, or encumbrances, or claims thereof, which are not shown by the Public Records.
5. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
6. (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.
7. Any lien or right to a lien for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
8. 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).
9. 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.

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ORT Form 4757 B II

Schedule B II – ALTA Commitment 2021 v 01.00 07/01/2021

File No. 2526032

SCHEDULE B II

COMMITMENT

EXCEPTIONS FROM COVERAGE

10. General taxes for the year 2025 and subsequent years, which are a lien not yet payable.

Note: General taxes for the year 2024, a lien in the amount of \$8,446.96, which are paid in full. (Parcel No. RPK00000910030)

Note: General taxes for the year 2024, a lien in the amount of \$8,446.96, which are paid in full. (Parcel No. RPK0000091004A)

11. Water, sewer, rubbish charges of the City of Ketchum.
12. Ketchum rubbish charges billed by Clear Creek Disposal.
13. Terms and Provisions of City of Ketchum Ordinance No. 173, recorded October 12, 1979 as [Instrument No. 197670](#), records of Blaine County, Idaho.
14. Notes, Easements and Restrictions, if any, as shown on the official map of the Village of Ketchum, recorded February 13, 1989 as [Instrument No. 302967](#), records of Blaine County, Idaho.
15. Reciprocal View Corridor and Landscape Easement Agreement, including the terms and provisions thereof, recorded September 13, 2019 as [Instrument No. 663131](#), records of Blaine County, Idaho.
16. All matters depicted on that certain Survey, recorded June 30, 2022, as [Instrument No. 694710](#), records of Blaine County, Idaho.

END OF EXCEPTIONS


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ORT Form 4757 B II

Schedule B II – ALTA Commitment 2021 v 01.00 07/01/2021

File No. 2526032

Page 2 of 2

 OLD REPUBLIC TITLE	
FACTS	WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> • Social Security number and employment information • Mortgage rates and payments and account balances • Checking account information and wire transfer instructions <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Old Republic Title share?	Can you limit this sharing?
For our everyday business purposes — such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes — to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For non-affiliates to market to you	No	We don't share

	Go to www.oldrepublictitle.com (Contact Us)
--	---

Who we are	
Who is providing this notice?	Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.

What we do	
How does Old Republic Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit https://www.oldrepublictitle.com/privacy-policy
How does Old Republic Title collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> • Give us your contact information or show your driver's license • Show your government-issued ID or provide your mortgage information • Make a wire transfer <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> • Sharing for affiliates' everyday business purposes - information about your creditworthiness • Affiliates from using your information to market to you • Sharing for non-affiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing. See the State Privacy Rights section location at https://www.oldrepublictitle.com/privacy-policy for your rights under state law.</p>

Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., and Mississippi Valley Title Services Company</i>
Non-affiliates	<p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> • <i>Old Republic Title does not share with non-affiliates so they can market to you</i>
Joint marketing	<p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • <i>Old Republic Title doesn't jointly market.</i>

Affiliates Who May be Delivering This Notice

American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.	eRecording Partners Network, LLC
Genesis Abstract, LLC	Guardian Consumer Services, Inc.	iMarc, Inc.	L.T. Service Corp.	Lenders Inspection Company
Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mississippi Valley Title Services Company	Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.
Old Republic Escrow of Vancouver, Inc.	Old Republic Exchange Company	Old Republic Title and Escrow of Hawaii, Ltd.	Old Republic National Title Insurance Company	Old Republic Title Company
Old Republic Title Company of Conroe	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma	Old Republic Title Company of Oregon	Old Republic Title Company of St. Louis
Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.	Old Republic Title, Ltd.	RamQuest Software, Inc.	Republic Abstract & Settlement, LLC
Sentry Abstract Company	Surety Title Agency, Inc.	Trident Land Transfer Company, LLC		

KNOB HILL RESIDENCE

OWNER:
KNOB HILL PROPERTIES, LLC
 P.O. BOX 14001-174
 KETCHUM, ID 83340

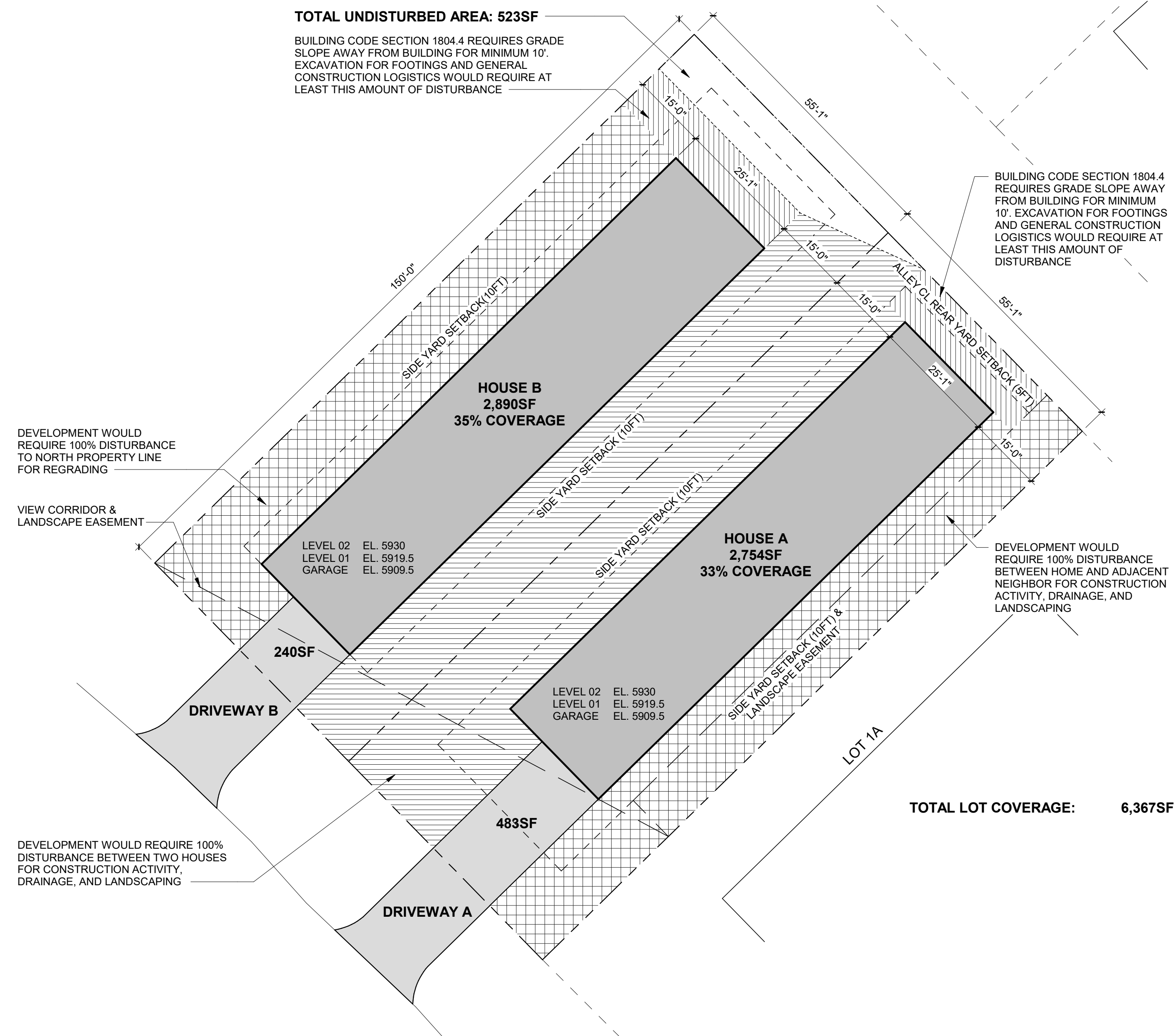
PROJECT ARCHITECT:
RO | ROCKETT DESIGN
 1306 BRIDGEWAY, FLOOR 2
 SAUSALITO, CA 94965
 TEL: 415.289.0830

SURVEYOR:
GALENA-BENCHMARK ENGINEERING
 P.O. BOX 733 - 100 BELL DRIVE
 KETCHUM, ID 83340
 TEL: 208.726.9512

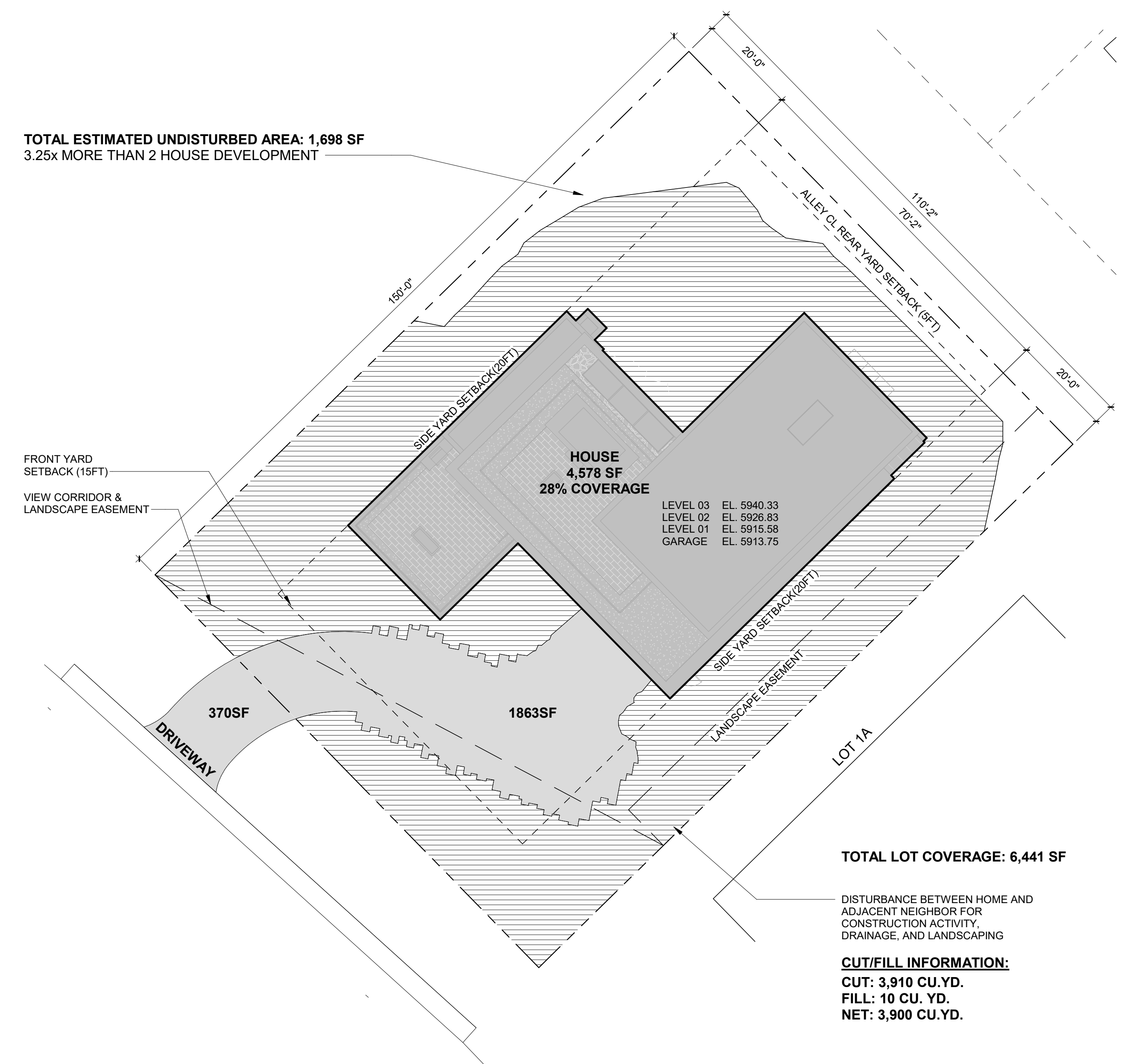
GEOTECHNICAL ENGINEER:
BUTLER ASSOCIATES, INC.
 P.O. BOX 1034
 KETCHUM, ID 83340
 TEL: 208.720.6432

CIVIL ENGINEER:
GALENA-BENCHMARK ENGINEERING
 P.O. BOX 733 - 100 BELL DRIVE
 KETCHUM, ID 83340
 TEL: 208.726.9512

LANDSCAPE ARCHITECT:
FIELD STUDIO
 722 N ROUSE AVE
 BOZEMAN, MT 59715
 TEL: 406.551.2098



TOTAL ESTIMATED UNDISTURBED AREA: 1,698 SF
 3.25x MORE THAN 2 HOUSE DEVELOPMENT



TOTAL LOT COVERAGE: 6,441 SF

DISTURBANCE BETWEEN HOME AND ADJACENT NEIGHBOR FOR CONSTRUCTION ACTIVITY, DRAINAGE, AND LANDSCAPING

CUT/FILL INFORMATION:
 CUT: 3,910 CU.YD.
 FILL: 10 CU. YD.
 NET: 3,900 CU.YD.

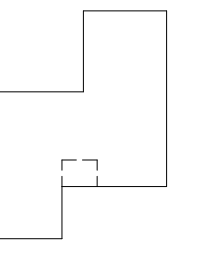
All designs, ideas, arrangements and plans indicated by these drawings are the property and copyright of the Architect and shall neither be used on any other work nor be disclosed to any other person for any use whatsoever without written permission.

RO|ROCKETT DESIGN and/or its principals and employees waives any and all liability or responsibility for problems that may occur when these plans, drawings, specifications, and/or designs are followed without the designer's guidance with ambiguities, or conflicts which are alleged.

SEAL:

4	09.17.25	MODR APPLICATION
3	09.09.25	MODR APPLICATION
2	06.13.25	MODR APPLICATION
1	01.15.25	MODR PRE-APPLICATION
NO	DATE	ISSUE

PROJECT:
KNOB HILL RESIDENCE
 LOT 3 & 4, BLOCK 91



PROJECT NUMBER
2204

DRAWING TITLE:
LOT DISTURBANCE DIAGRAMS

DRAWING NUMBER:

G-020

NOT FOR CONSTRUCTION

Date: February 2, 2026

To: Mayor and City Council Members

From: Lots 3 & 4, Block 91, Ketchum Townsite Owner

Subject: Lot Consolidation Waiver and Reasonable Building Envelope Waiver – Lots 3 & 4, Block 91, Ketchum Townsite

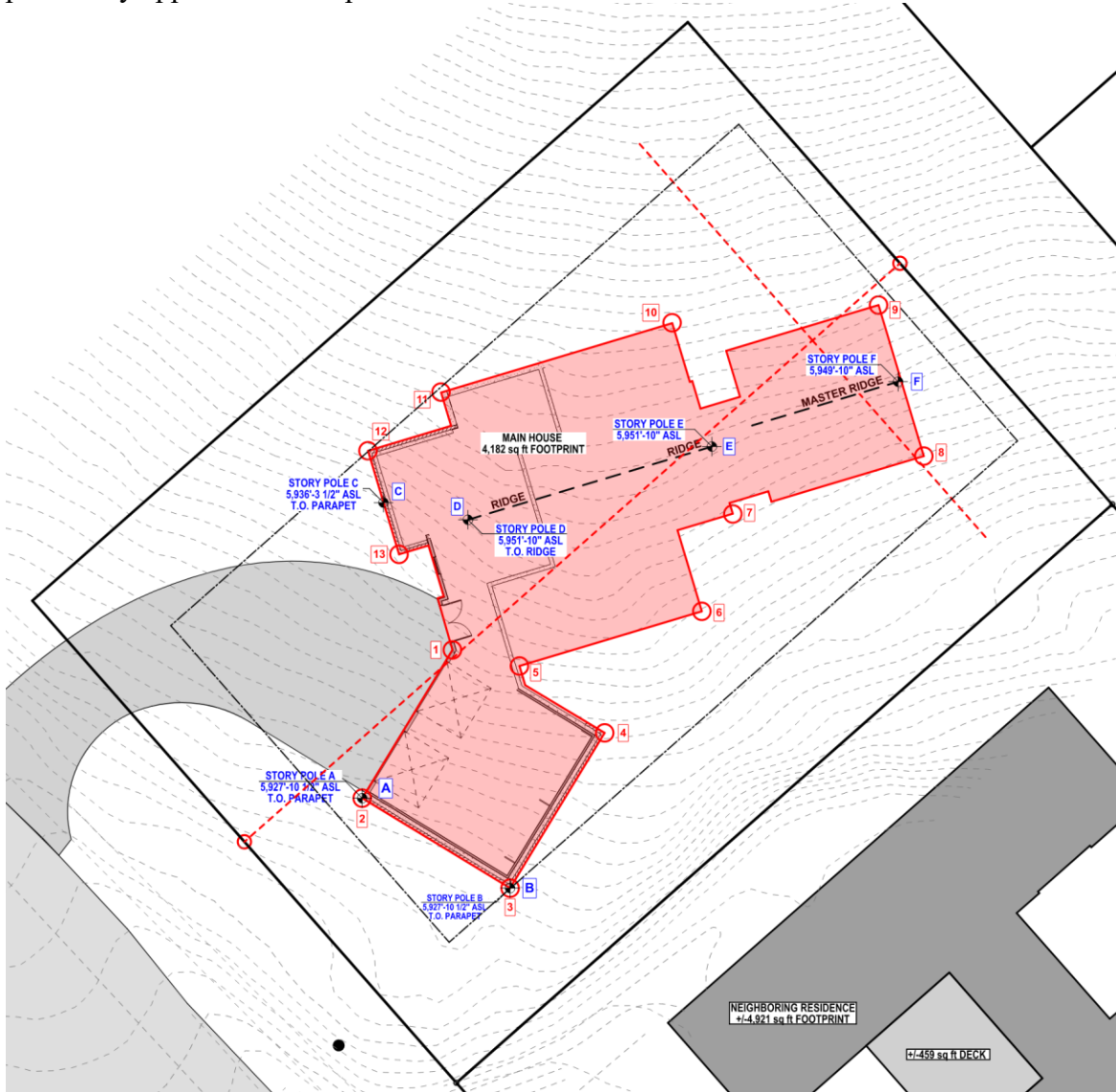
We are writing to address the questions and concerns raised by the Council at the October 6, 2025 meeting regarding the Lot Consolidation Waiver and Reasonable Building Envelope Waiver for Lots 3 and 4 in Block 91 of the Ketchum Townsite.

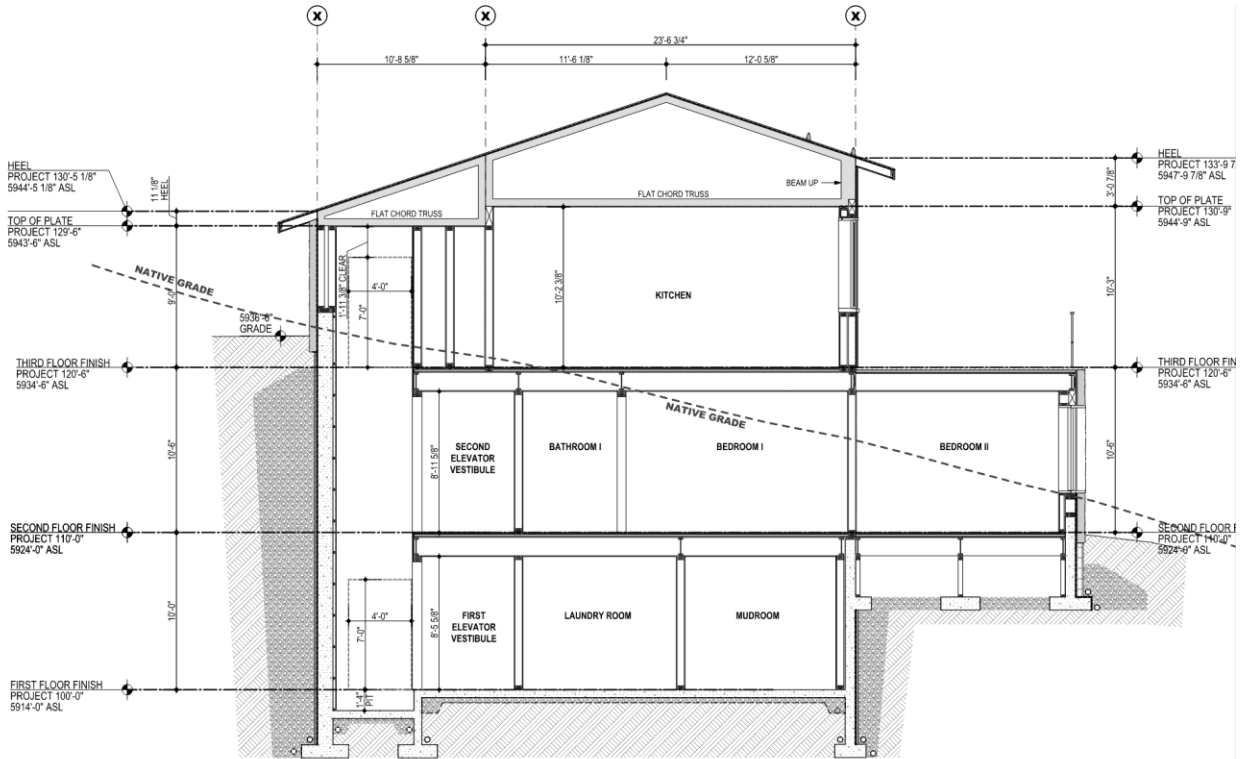
Our aim is to provide clarity on the context of these lots, detail the approval process undertaken by the P&Z Commission, outline the standards to evaluate the consolidation waiver request, and demonstrate how the proposed home complies with these criteria to assure the Council that all requirements are being objectively met.

Lot Context

We purchased the property in the spring of 2024. In January 2024, these two lots received approval from the Planning & Zoning Commission and the City Council for the development of a single-family home, lot consolidation waiver, preliminary plat approval and waiver for building envelope on sites of greater than 25% slope. The previously approved design was a three-story home with multiple outdoor living spaces and significant excavation into the hillside. Much of the approved structure was concentrated at the higher portions of the parcel, near the western and northern property lines - the site's highest elevations. Below is a site plan and section of the

previously approved development:



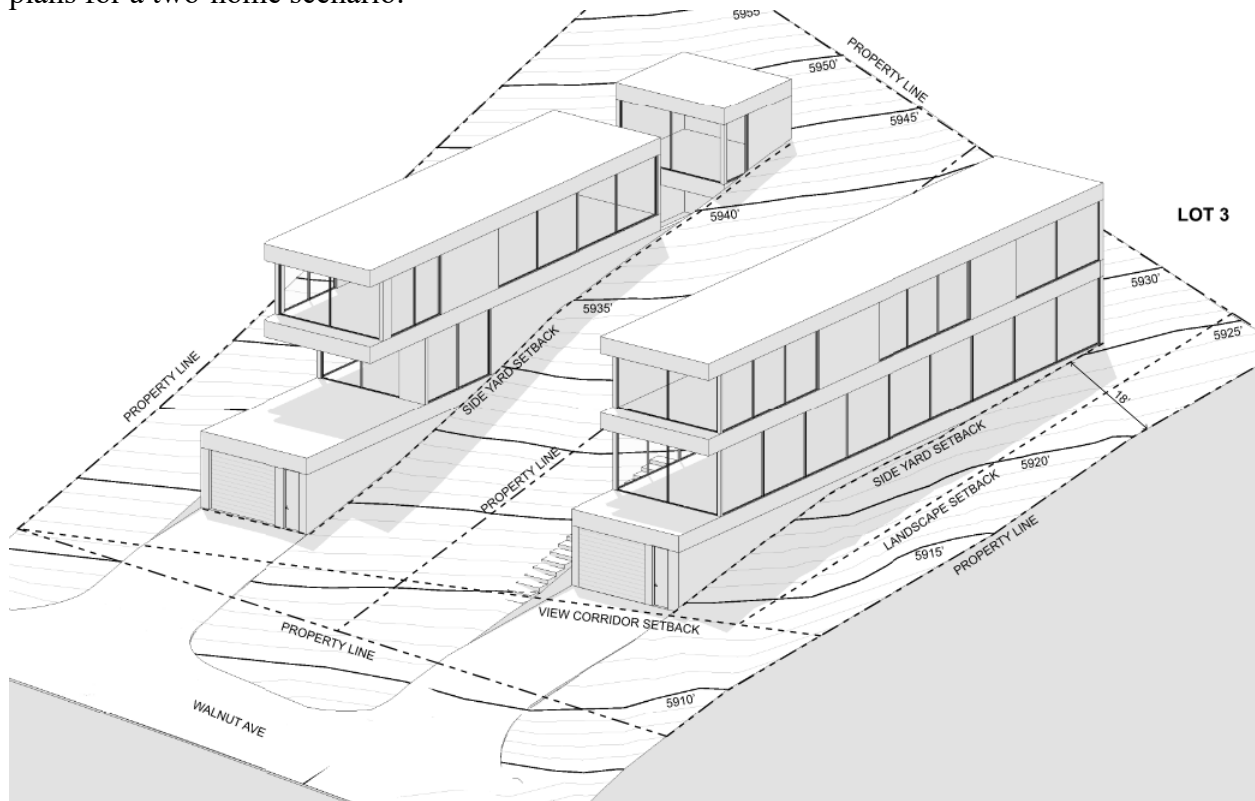


Following our purchase, we began a redesign process to create a home we felt was better suited to the lots while remaining fully compliant with all codes, standards and Comprehensive Plan Goals for the City of Ketchum. As part of our redesign study, we considered building separate homes on each lot but ultimately dismissed that option for several reasons.

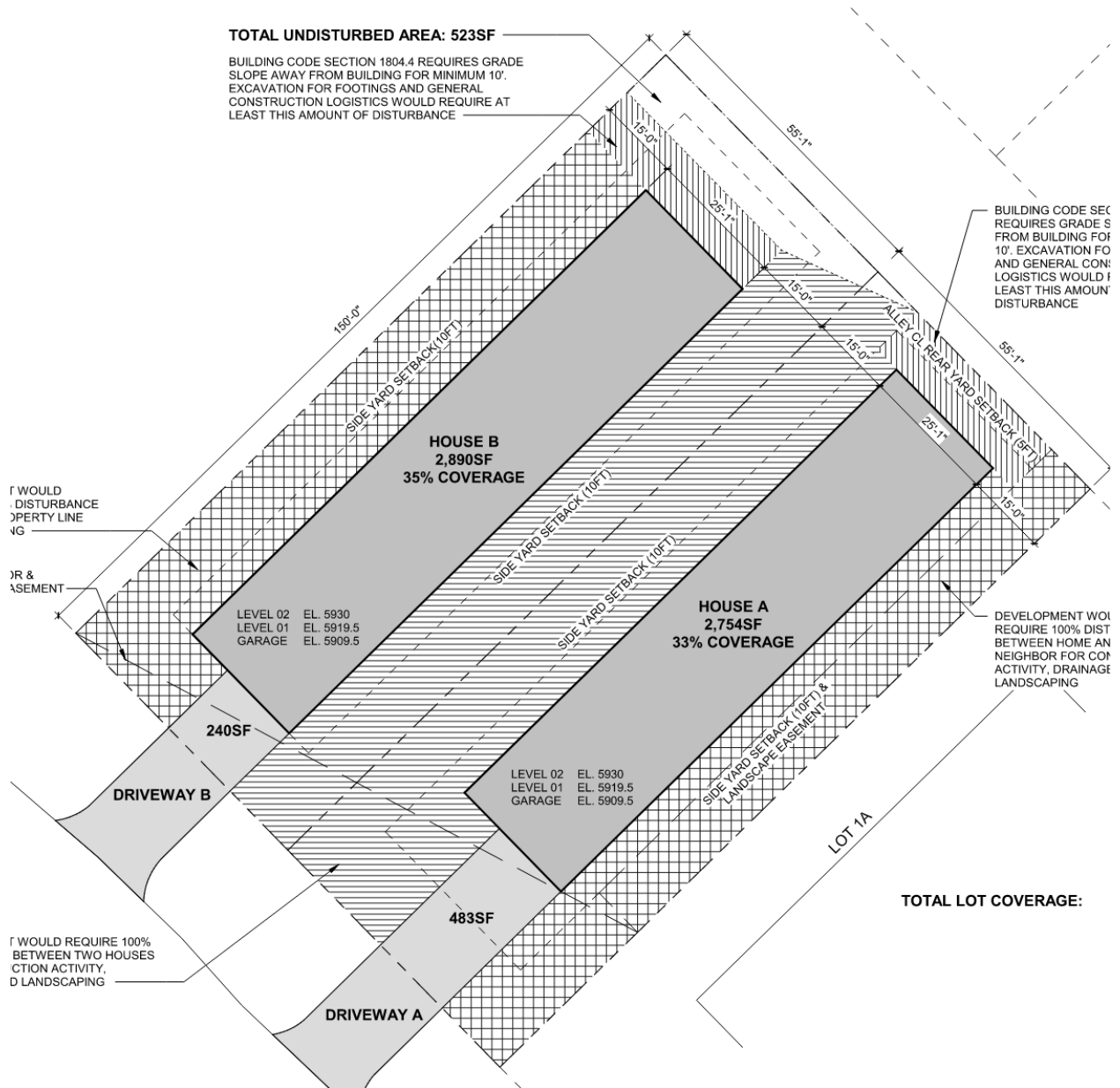
1. Greater site disturbance: Two homes would require more extensive disturbance across the property.
2. Higher placement on the hillside: The narrow dimensions of the individual lots would push the structures further upslope.
3. Increased site coverage: A two-home scenario would result in more overall coverage than a single residence.

Ultimately, we chose to propose a single home across the consolidated lots, aligning with many of the same considerations the City Council cited in its earlier approval of the lot consolidation waiver request. For reference, below are schematic images illustrating potential massing and site

plans for a two-home scenario:



PRESIDIO DEVELOPMENT



Design Process

The project design underwent extensive review, including multiple rounds of staff review, public comment and presentations to the P&Z Commission. During staff review, three separate presentations were delivered, with significant project modifications made between each presentation. The project team carried out neighbor engagement with the adjacent property owners. The project was presented at three separate P&Z meetings (1-Pre-App, 2-Final Design Reviews), all of which provided opportunities for public input and commission feedback. In

response to the guidance received at these stages, we implemented a number of design changes. Below is a list of a few key design modifications:

- Reduction of 3- car garage to 2-car garage
- Removal of autocourt
- Relocation of garage to reduce driveway length
- Reduction of glazing
- Removal of rear patio to decrease disturbance
- Removal of rear spa to decrease disturbance
- Relocation of house closer to street
- Reduction in overall building height
- Orientation of massing away from higher portions of lot
- Offsetting upper floors of building to reduce perceived mass

Throughout the entire process, we've worked cooperatively with both staff and commission to design a project that not only complies with all applicable codes but also fulfills the broader intent of the Mountain Overlay District (MOD) and the goals of the Comprehensive Plan. In doing so, we prioritized and balanced the MOD criteria - reducing disturbance and coverage, confirming no visibility from public spaces, and ensuring compatibility with the existing neighborhood. We believe the design fully satisfies these criteria and requirements and is entitled to the last stated purpose of the MOD, 17.104.020.M: *To assure the property owner is not deprived of economically viable use of his/her property.*

Lot Consolidation Waiver Standards

The City of Ketchum adopted Interim Ordinance 1234 which applies three criteria to applications for lot consolidation. They are:

1. The preliminary plat application is in conformance with all applicable building permit and land use development approvals.
2. The preliminary plat application is in conformance with all applicable Zoning Regulations contained within Title 17 – Zoning Regulations.
3. The preliminary plat application is found to be in general conformance with the Comprehensive Plan in effect at the time the application was deemed complete.

Criteria 1 & 2 above are quantitative standards for which our application has been deemed in compliance. Criteria #3 was discussed at length in the previous lot consolidation waiver approved by the Council, the full recommendation of approval for which can be found within the Findings of Fact, Conclusions of Law and Decision dated 1/2/24. A few of the poignant points from the Comprehensive plan:

1. **Maintaining Community Character:** The comprehensive plan discusses community character as being clearly within the boundaries of town and being identifiable by distinct

edges. The lots proposed for consolidation are situated among already developed parcels within the Knob Hill neighborhood. Constructing a single home at this location is consistent with the established character of this specific neighborhood. Furthermore, lot consolidation for single family residences is common practice in the Knob Hill neighborhood. In her staff report for the initial P&Z final design application, Sr. Planner Abby Rivin identified the multitude of adjacent and nearby lots that have likewise been consolidated. The neighboring lot, the two lots northeast and the lot directly across the street from our lots have all been consolidated. See the figure below highlighting all of the surrounding consolidated lots in the neighborhood:



2. Preserving Environmental Quality and Scenic Beauty: We believe our proposal for a single home across the two lots better preserves the scenic beauty of the area. By situating the house away from internal property line setbacks and pulling it further down the hill toward the road, the design maintains a natural buffer between the neighborhood and Knob Hill – something that two separate homes would compromise. Moreover, the City Council’s previous Findings of Fact confirm that this lot is not visible from public areas in town and has no impact on community views.
3. Policy CD-2.2 Protecting hillsides: The Council previously determined that a single home on this site provides greater protection for the hillside than requiring two separate houses. We continue to believe that determination is true. Our updated design, which pulls the

house further downhill than the previously approved version, enhances that protection by reducing impact on the upper portions of the hillside.

4. **Variety of Housing Options:** The Comprehensive Plan emphasizes the importance of housing for both local families and seasonal residents. While it would be technically feasible to construct two ~6,000gsf houses on the individual lots if the consolidation waiver were denied, such an approach would not expand housing variety for the community. Instead, it would increase hillside disturbance and diminish neighborhood character. When considered alongside the broader goals of preserving hillsides, protecting community identity, and maintaining scenic quality, the two-home scenario runs counter to the City's stated objectives.

We believe our design team – working in close collaboration with the Planning Department Staff and Planning and Zoning Commission – has developed a home that thoughtfully balances the various priorities of the Comprehensive Plan while best serving the interests of the community.

In conclusion, we have demonstrated that a single-home design more effectively meets the MOD criteria than a two-home design, and believe that the Council's previous decision to approve a lot consolidation for these parcels is correct. The project has adhered to the established planning process, including multiple P&Z meetings and several design modifications. Furthermore, it satisfies all requirements for a lot consolidation waiver, including general conformance with the Comprehensive Plan. We respectfully request that the Council review the proposed development considering these facts and reinforce the Ketchum planning process determination.

We appreciate your consideration in this matter and are available to address any questions or concerns you may have.

Thank you,

Peter Seidner

Senior Development Manager

PRESIDIO DEVELOPMENT

peter@presidiodevelopment.com

presidiodevelopment.com

Attachment 2

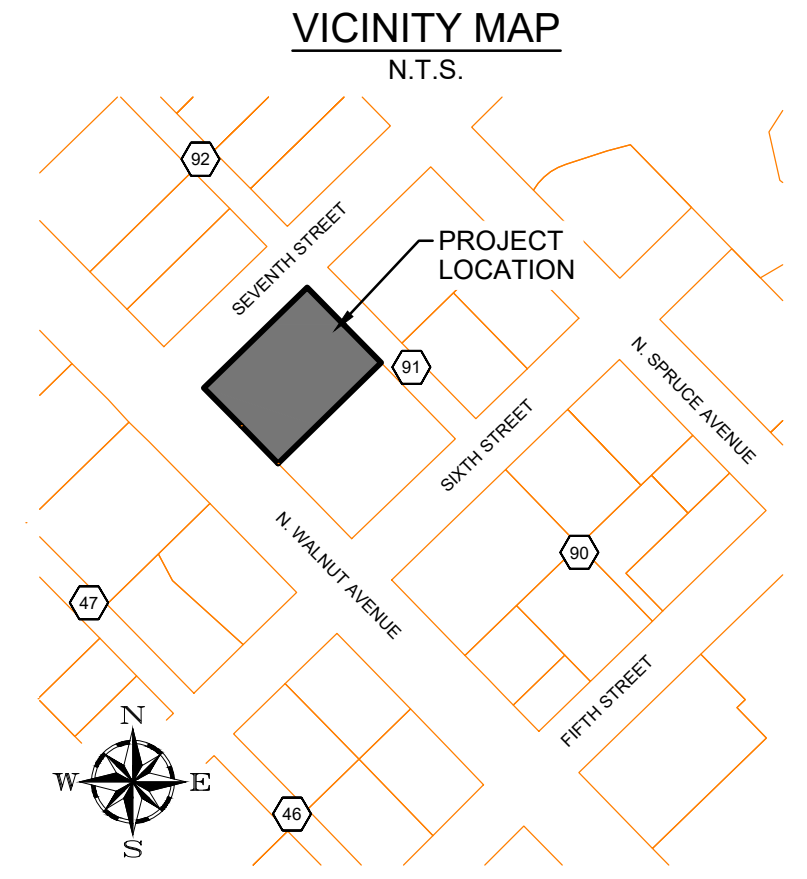
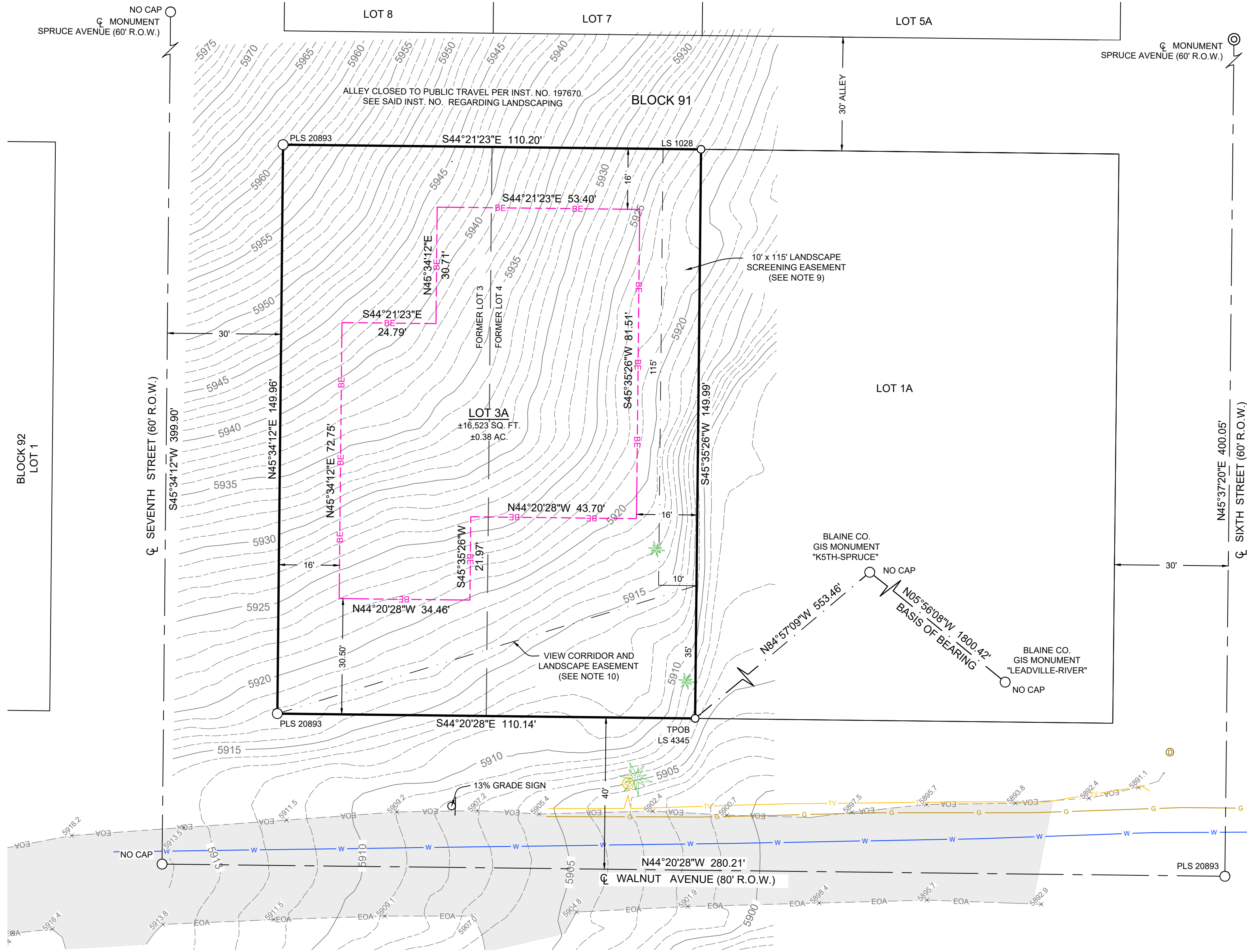
Lot Consolidation Preliminary Plat

A PRELIMINARY PLAT SHOWING: KETCHUM TOWNSITE: BLOCK 91, LOT 3A

WHEREIN THE BOUNDARY COMMON TO LOTS 3 & 4 WITHIN BLOCK 91, KETCHUM TOWNSITE IS ELIMINATED,
AND A BUILDING ENVELOPE IS ESTABLISHED, CREATING LOT 3A.

LOCATED WITHIN: SECTION 18, TOWNSHIP 4 NORTH, RANGE 18 EAST, B.M.,
CITY OF KETCHUM, BLAINE COUNTY, IDAHO

APRIL 2025



LEGEND

- PROPERTY LINE
- ADJOINER'S LOT LINE
- CENTERLINE
- BUILDING ENVELOPE
- EASEMENT (TYPE AND WIDTH AS NOTED)
- G.I.S. TIE LINE
- 5' CONTOUR INTERVAL
- 1' CONTOUR INTERVAL
- ASPHALT
- CABLE TV
- GAS MAIN
- WATER MAIN
-
-
- FOUND SURVEY SPIKE (PER INST. NO. 652564)
- SIGN
- DRY WELL
- CABLE TV RISER
- CONIFEROUS TREE

SURVEY NARRATIVE & NOTES

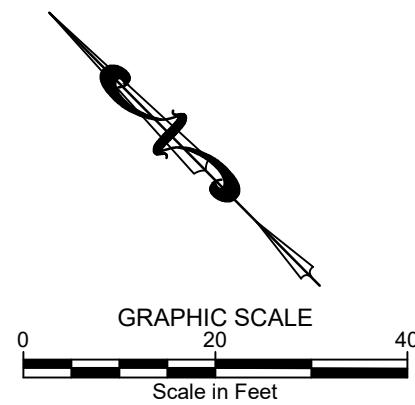
1. THE PURPOSE OF THIS PLAT IS TO COMBINE LOTS 3 & 4 OF KETCHUM TOWNSITE, BLOCK 91 AND ESTABLISH A BUILDING ENVELOPE.
2. ALL FOUND MONUMENTS WERE ACCEPTED AS EITHER ORIGINAL CORNERS, OR REPLACEMENTS OF ORIGINAL CORNERS.
3. REFERENCES:
 - a. PLAT OF THE VILLAGE OF KETCHUM: INST. NO. 302967
 - b. PLAT OF KETCHUM, BLOCK 91, LOT 1A, INST. NO. 652564.
 - c. RECORD OF SURVEY OF KETCHUM TOWNSITE: BLOCK 91, LOTS 3 & 4, INST. NO. 694710.
 - d. PLAT OF KETCHUM, BLOCK 47, LOT 1B, INST. NO. 706081.
 - e. TITLE POLICY ISSUED BY OLD REPUBLIC TITLE INSURANCE COMPANY: POLICY NUMBER: OY-08164691, FILE NO: 2425421, DATED: MARCH 11, 2024.
4. BOUNDARY DIMENSIONS SHOWN HEREON ARE MEASURED. REFER TO THE ABOVE REFERENCED DOCUMENTS FOR PREVIOUS RECORD DATA.
5. VERTICAL DATUM: ELEVATIONS BASED ON NAVD 88 (GEOID18) DATUM UTILIZING SMARTNET CORS STATION IDKM.
6. UTILITIES AND DRAIN PIPES IF SHOWN HEREON ARE PER SURFACE EVIDENCE ONLY. OTHER UNDERGROUND UTILITIES MAY EXIST. LOCATION OF UNDERGROUND UTILITIES AND SERVICES SHOULD BE CONFIRMED PRIOR TO EXCAVATION OR DESIGN.
7. TREE LOCATIONS AND DRIP LINES IF SHOWN HEREON ARE APPROXIMATE.
8. CONTOUR INTERVAL: 1' - CONTOURS IN AREAS OF DENSE VEGETATION MAY DEVIATE FROM TRUE ELEVATION BY ON HALF THE HEIGHT OF THE VEGETATION. DATE OF LIDAR FLIGHT FOR CONTOURS: 2017.
9. A 10' BY 115' LANDSCAPE SCREENING EASEMENT FOR THE BENEFIT OF COLUMBIA HOLDINGS EXISTS PER INST. NO. 663131.
10. A VIEW CORRIDOR AND LANDSCAPE EASEMENT FOR THE BENEFIT OF COLUMBIA HOLDINGS EXISTS PER INST. NO. 663131.
11. THE CURRENT ZONING DISTRICT FOR THE WITHIN PLAT IS LR, LIMITED RESIDENTIAL.
12. THE SUBJECT PARCEL IS LOCATED WITHIN THE MOUNTAIN OVERLAY DISTRICT.

HEALTH CERTIFICATE

Sanitary restrictions as required by Idaho Code Title 50, Chapter 13, are in force. No owner shall construct any building, dwelling or shelter which necessitates the supplying of water or sewage facilities for persons using such premises until sanitary restriction requirements are satisfied.

Date: _____

South Central Public Health District, REHS



KETCHUM TOWNSITE SUBDIVISION
BLOCK 91, LOT 3A

GALENA-BENCHMARK ENGINEERING
KETCHUM, IDAHO

SHEET 1 OF 1
Job No. 24099