



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: February 20, 2024 Staff Member/Dept: Abby Rivin, AICP, Senior Planner - Planning and Building Department

Agenda Item: Recommendation to approve Easement Agreement 24898 for public snow storage and drainage at 201 Garnet Street.

Recommended Motion:

“I move to approve Easement Agreement 24898 for the purpose of public snow storage and drainage along the front lot line of the property located at 201 Garnet Street.”

Reasons for Recommendation:

- The property located at 201 Garnet Street does not have frontage along a dedicated public right-of-way. Instead, the subject property contains a 15-foot-wide public access easement governed by the Garnet Street Agreement (Instrument #403847), through which a paved vehicular street traverses.
- In order to secure the minimum width needed for public snow storage and drainage, the city requires a 15-foot-wide unobstructed easement beginning at the edge of Garnet Street asphalt and extending through the length of the front lot line.
- The purpose of the easement is for public snow storage and drainage. The easement must remain unobstructed and no improvements, including but not limited to buildings, structures, fences, or vertical landscaping improvements, may be placed within the easement premises.

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

Sustainability Impact:

The project does not limit the ability of the city to reach the goals of the Ketchum Sustainability Action Plan.

Financial Impact:

None OR Adequate funds exist in account: This action requires no financial commitment from the city.

Attachments:

1. 201 Garnet Street Easement Agreement 24898

Recording Requested By and
When Recorded Return to:

City of Ketchum
P.O. Box 2315
480 East Ave. N.
Ketchum, ID 83340

For Recording Purposes Do
Not Write Above This Line

EASEMENT AGREEMENT 24898

This Easement Agreement (“Agreement”) is entered into this _____ day of _____, between the City of Ketchum, Blaine County, Idaho (“City”), whose address is Post Office Box 2315, Ketchum, Idaho 83340 and Christopher Brown whose address is 287 Hyalite View Drive, Bozeman, Montana 59718 (“Grantor”).

WHEREAS, the City is empowered by Idaho Code §50-314 to regulate and control all encroachments upon and into all sidewalks, streets, avenues and alleys within its corporate boundaries; and

WHEREAS, the City is empowered by Idaho Code §§67-6501 *et seq.* and Titles 15 and 17 of the Ketchum Municipal Code to regulate the zoning and construction of structures within the City; and

WHEREAS, the City issued a building permit submitted by Grantor for the construction of a new single-family residence located at 201 Garnet Street (“Project”) and legally described as Tax Lot 8492, and as specifically delineated on **Exhibit B** attached hereto (“Subject Property”); and

WHEREAS, the Subject Property does not have frontage along a dedicated public right-of-way. Instead, the Subject Property contains a 15’ public access easement, governed by the Garnet Street Agreement (Instrument #403847) through which a paved vehicular street traverses.

WHEREAS, standards for setbacks from front property lines are defined in Section 17.12.030 of Ketchum Municipal Code and minimum development standards for one-family dwellings are set forth in Section 17.124.170 of Ketchum Municipal Code. Construction of one-family dwellings must comply with all Ketchum Municipal Code standards.

WHEREAS, in order to comply with Ketchum Municipal Code standards for one-family dwellings and approve the Project, the Grantor has agreed to dedicate a portion of the Subject Property located at 201 Garnet Street (**Exhibit A**) for the purpose of snow storage and drainage; and

WHEREAS, the parties hereby agree to enter into the easement agreement to grant the City a 15-foot-wide unobstructed easement beginning at the edge of Garnet Street asphalt and extending for the length of the Grantor's property, as depicted in **Exhibit A**, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

1. Grant. Grantor hereby grants and conveys without warranty unto the City, its heirs, successors and assigns, subject to the terms and conditions herein contained, a non-exclusive unobstructed public easement upon Grantor's property, as depicted in **Exhibit B** attached hereto and incorporated herein by this reference, for the purpose of snow storage and drainage. Grantors may not relocate the Easement Premises without the prior written consent of the City.
2. Conditions of Use. The Easement is granted subject to the following conditions:
 - a) The purpose of the Easement is for public snow storage and drainage and for no other purpose.
 - b) Other than as set forth in this Agreement and the following subsections, the Easement shall remain unobstructed for the purposes stated herein.
 - c) Other than as set forth in this Agreement and the following subsections, the Grantor covenants and agrees that no building, structure, fences, landscaping except for low-ground-cover plant material, or other obstructions which could interfere with the use of the easement for the purposes stated herein will be placed or allowed to be placed on or over the Easement Premises. No improvements, including but not limited to fencing, vertical landscaping, or other features, shall be placed within the Easement Premises.
 - d) The parking of cars and other vehicles is prohibited within the compacted gravel area extending 8 feet from the edge of asphalt along Topaz Street within the Easement Premises.
3. Termination of Easement. This easement will be terminated at such time as the City has determined such easement is no longer necessary for snow storage and drainage.
4. Binding Effect. The terms of this Agreement shall be a covenant binding and effective upon all parties and shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns.
5. Recording. This Agreement shall be recorded with the Blaine County Recorder by the City.
6. Remedies. If either party shall fail to perform such party's obligations under the easement described herein for any reason, the other party may pursue any and all remedies at law or equity; provided, however, that the parties affected by any such failures agree to meet and confer to attempt to mediate a settlement in good faith prior to initiating litigation.
7. Attorneys' Fees. In the event either party initiates or defends any legal action or proceeding in any way connected with this easement, the prevailing party in any such action or

proceeding shall be entitled to recover from the losing party its reasonable costs and attorney's fees.

- 8. Governing Law. This Agreement shall be governed by the laws and decisions of the State of Idaho.

IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed on the date indicated below.

By: _____
Christopher Brown, Grantor

By: _____
Neil Bradshaw, Mayor

ATTEST:

Trent Donat, City Clerk

STATE OF IDAHO,)
) ss.
County of Blaine.)

On this ____ day of _____, 2024, before me, the undersigned Notary Public in and for said State, personally appeared Christopher Brown, known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same.

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

Notary Public for _____
Residing at _____
Commission expires _____

EXHIBIT A

GALENA-BENCHMARK ENGINEERING

ENGINEERING, PLANNING, SURVEYING & MAPPING
PO Box 733 : 100 Bell Drive
Ketchum, Idaho 83340
208-726-9512 : info@galena-benchmark.com

TAX LOT 8492 LEGAL DESCRIPTION – EASEMENT

A parcel of land located within Section 18, Township 4 North, Range 18 East, B.M., City of Ketchum, Blaine County, Idaho, also being a portion of Tax Lot 8492, previously known as Tax Lot 2246 as shown in the Record of Survey of Tax Lots 8265, 2241, 2246, and Parcel 1, Shelby Dukes Line Shift, Instrument No. 652396, records of Blaine County, Idaho. Said parcel of land being a 15 foot wide strip, lying northly and adjacent to the existing edge of asphalt, being more particularly described by metes and bounds as follows:

Commencing at a 5/8" rebar marking the southwest corner of Tax Lot 8492, proceeding along the westerly property line N 00°49'14" W, 12.35 feet, to a calculated point lying on the edge of asphalt of Garnet Street; said point being the **True Point of Beginning**:

Thence continuing along the westerly property line, N 00°49'14" W, 15.00 feet, to a calculated point;
Thence departing the westerly property line, S 89°37'03" E, 39.43 feet, to a calculated point;
Thence, N 87°40'22" E, 39.80 feet, to a calculated point;
Thence, N 89°32'33" E, 30.59 feet, to a calculated point;
Thence, N 88°24'55" E, 18.84 feet, to a calculated point;
Thence, N 87°48'38" E, 3.46 feet, to a calculated point on the easterly property line;
Thence along the easterly property line, S 00°55'04" E, 15.00 feet, to a calculated point lying on the edge of asphalt of Garnet Street;
Thence along the edge of asphalt, S 87°48'38" E, 3.21 feet, to a calculated point;
Thence continuing along the edge of asphalt, S 88°24'55" W, 19.06 feet, to a calculated point;
Thence continuing along the edge of asphalt, S 89°32'33" W, 30.50 feet, to a calculated point;
Thence continuing along the edge of asphalt, S 87°40'22" W, 39.91 feet, to a calculated point;
Thence continuing along the edge of asphalt, N 89°37'03" W, 39.47 feet, to the **True Point of Beginning**.

Described area containing 1,982 sq. ft. more or less.

Basis of Bearings:

The line between the southeast property corner of Tax Lot 8492 and the southwest property corner of Tax Lot 8492 bears S 89°10'16" W per Record of Survey, Instrument No. 652396, records of Blaine County, Idaho.

See exhibit map attached hereto and made a part of this legal description.

END OF DESCRIPTION



EXHIBIT B

GALENA-BENCHMARK ENGINEERING

ENGINEERING, PLANNING, SURVEYING & MAPPING
PO Box 733 : 100 Bell Drive
Ketchum, Idaho 83340
208-726-9512 : info@galena-benchmark.com

TAX LOT 8492
LEGAL DESCRIPTION – PROPERTY BOUNDARY

A parcel of land located within Section 18, Township 4 North, Range 18 East, B.M., City of Ketchum, Blaine County, Idaho, also being Tax Lot 8492. The following described parcel is the full and complete parcel previously known as Tax Lot 2246 as shown on the Record of Survey of Tax Lots 8265, 2241, 2246, and Parcel 1, Shelby Dukes Line Shift, Instrument No. 652396, records of Blaine County, Idaho. Said parcel of land being more particularly described by metes and bounds per the aforementioned Record of Survey as follows:

Commencing at a 5/8" rebar marking the southwest corner of Tax Lot 8492; said point being the **True Point of Beginning**:

Thence along the westerly property line, N 00°49'14" W, 82.52 feet, to a 5/8" rebar marking the northwest property corner;
Thence along the northerly property line, N 89°14'46" E, 132.00 feet, to a 1/2" rebar marking the northeast property corner;
Thence along the easterly property line, S 00°55'04" E, 82.35 feet, to a 1/2" rebar marking the southeast property corner;
Thence along the southerly property line, S 89°10'16" W, 132.14 feet to the **True Point of Beginning**.

Described area containing 10,887 sq. ft. more or less.

Basis of Bearings:

The line between Blaine County GIS Point "K1ST-3RD" and Blaine County GIS Point "K2ND-8TH" bears N 32°47'06" W per Record of Survey, Instrument No. 652396, records of Blaine County, Idaho.

See Record of Survey of Tax Lots 8265, 2241, 2246, and Parcel 1, Shelby Dukes Line Shift, Instrument No. 652396, Records of Blaine County, attached hereto and made a part of this legal description.

END OF DESCRIPTION

