



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

I move to authorize the Mayor to sign Utility Access Agreement #22875 with David and Michelle Duffield.

Reasons for Recommendation:

- The property located at 110 Bear Lane contains a 45-foot-wide access & utility easement. The property owner wishes to permit the placement of concrete driveway pavers, pathway pavers, and landscaping improvements over the utility easement.
- The improvements will not impact the use or operation of the municipal water line within the utility easement.
- Encroachment Agreement 22862 allows the City to enter the subject property without notification to the property owner at any time to perform any necessary repair or maintenance to the municipal water system lying within the utility easement as may be required. All costs and expenses incident to the repair or maintenance of the municipal water utilities within the utility easement as well as all costs and expenses for repairs and replacement of any damage to the paver driveway, paver pathway, and landscaping improvements shall be borne by the property owner and not by the City.

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

Sustainability Impact:

None OR state impact here: The Encroachment Agreement does not limit the ability of the city to reach the goals of the Ketchum Sustainability Action Plan – 2020.

Financial Impact:

None OR Adequate funds exist in account:	There is no financial requirement from the city for this action at this time. The agreement obligates the property owner to install, maintain, and repair the permanent encroachments at their own expense.
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Attachments:

1. Utility Encroachment Agreement #22875
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when recorded, please return to:

Office of the City Clerk
City of Ketchum
Po Box 2315
Ketchum, Idaho 83340

UTILITY ACCESS AGREEMENT #22875

This Utility Access Agreement (this “**Agreement**”) is made and entered into effective as of the date this Agreement is recorded in the real property records of Blaine County, Idaho (the “**Effective Date**”), by and between the CITY OF KETCHUM, an Idaho municipal corporation (“**City**”), whose current mailing address is PO Box 2315, Ketchum, Idaho 83340; and DAVID A. DUFFIELD and MICHELLE L. DUFFIELD, husband and wife (collectively, “**Owner**”), whose current mailing address is PO Box 10092, Ketchum, Idaho 83340.

RECITALS

- A. Owner is the owner of real property commonly known as Blaine County Assessor’s Parcel No. RPK0514000001A and located at 110 Bear Lane, Ketchum, Idaho 83340 (the “**Property**”), which is legally described as:

Lot 1A in Block 1 of Rocking Ranch Subdivision No. 3: Lot 1A and Rocking Ranch Subdivision: Lot 4A, according to the official plat thereof recorded in the real property records of Blaine County, Idaho as Instrument No. 559097.

- B. The Property is subject to a a 45-foot-wide ‘Access & Utility Easement’ depicted in the plat of Rocking Ranch Subdivision No. 3, according to the official plat thereof recorded in the real property records of Blaine County, Idaho as Instrument No. 421072 (the “**Access & Utility Easement**”) for the benefit of the lots identified therein.
- C. Owner and City desire to enter into this Agreement to memorialize that City is a beneficiary of the Access & Utility Easement with the right of free access to the lands subject thereto at anytime for the construction, operation, inspection, maintenance, repair and replacement of its utilities therein, include its water utility service facilities.

NOW, THEREFORE, in contemplation of the above stated facts and objectives, Owner and City hereby agree that (a) City will have the right to enter upon and use the Access and Utility Easement at any time without prior notice to Owner to perform construction, operation, inspection, maintenance, repair and replacement of its utilities therein; and (b) City will not be responsible for damage to, or for the cost of the repair of, any improvements in the portion of the Property that is subject to the Access and Utility Easement arising from the forgoing permitted activities, other than the ordinary prompt restoration of the surface of the ground and the ordinary prompt restoration of any paving of the Bear Lane access way therein. This Agreement is bind and benefit the parties and their successors and assigns, and any future owner of the Property.

[end of document; counterpart signature pages follow]

COUNTERPART SIGNATURE PAGE

DATED effective as of the Effective Date.

OWNER:

David Duffield

Michelle Duffield

STATE OF IDAHO)
 : ss.
County of Blaine)

This record was signed before me on July _____, 2023 by David Duffield and Michelle Duffield.

Notary Signature

COUNTERPART SIGNATURE PAGE

DATED effective as of the Effective Date.

CITY:

CITY OF KETCHUM, an Idaho municipal corporation

By _____
Neil Bradshaw, Mayor

STATE OF IDAHO)
 : ss.
County of Blaine)

This record was signed before me on July _____, 2023 by Neil Bradshaw as Mayor of City of Ketchum.

Notary Signature

EXHIBIT A

DEPICTION OF ACCESS AND UTILITY EASEMENT

