



## City of Ketchum

March 15, 2021

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation to Hold a Public Hearing and Approve the Walnut & 4<sup>th</sup> Lot Line Shift Application**

#### Recommendation and Summary

Staff recommends the Ketchum City Council hold a public hearing and approve the Walnut & 4<sup>th</sup> Lot Line Shift Application.

Recommended Motion: "I move to approve the Walnut & 4<sup>th</sup> Lot Line Shift Application subject to conditions of approval 1-6."

The reasons for the recommendation are as follows:

- The request to combine two Ketchum Townsite lots downtown meets all applicable standards for Readjustment of Lot Lines as specified in the City's subdivision regulations and the project meets all zoning requirements.
- Consistent with Ketchum Municipal Code (KMC) §16.04.020, the proposal meets the definition of Readjustment of Lot Lines because: (1) proposed Lot 7A complies with the dimensional standards required for properties located within the CC-1 Zone, (2) the new Walnut & 4th Mixed-Use Building will comply with the dimensional standards required in the CC-1 Zone as sited on amended Lot 7A, and (3) the proposal does not create additional lots or dwelling units.
- Pursuant to KMC §16.04.040.F.1, lots shall be compatible with the location of the subdivision and the type of development. This project fits in with downtown's local context and small-town character.

#### Analysis

This Lot Line Shift application, submitted by Galena Engineering on behalf of property owner Walnut & Fourth LLC, proposes to combine Lots 7 and 8 within Block 44 of Ketchum Townsite. The lots are located at the southwest corner of 4th Street and Walnut Avenue (371 & 391 N Walnut Avenue) within the Retail Core Subdistrict of the Community Core (CC-1). Combined Lot 7A will be developed with the new Walnut & 4th Mixed-Use Building. The 20,876-square-foot, two-story mixed-use building will include a coffee shop, retail units, three residential units, and one community housing unit. The proposed development received Design Review (Application No. P20-046) approval from the Planning & Zoning Commission on September 15<sup>th</sup>, 2020.

The subdivision ordinance is intended to safeguard and enhance the character, appearance, and economic stability of the community and to promote the orderly, harmonious, and integrated development of land (Ketchum Municipal Code §16.04.010). Blocks in downtown are historically platted into 55-foot-wide lot increments. The development of different buildings on smaller lots over time generates variety in design and detail to form a dynamic, authentic, and interesting streetscape. Lot consolidations impact the pattern of downtown development. This application combines two townsite lots. Combined Lot 7A will have 110 feet of frontage along Walnut Avenue and 150 feet of frontage along 4th Street.

Pursuant to KMC §16.04.040.F.1, lots shall be compatible with the location of the subdivision and the type of development. This project fits in with downtown's local context and small-town character. This project

combines vibrant uses—retail with engaging storefront windows, a coffee shop with outdoor dining areas, and housing—within an appropriately scaled mixed-use building designed to enhance the visual quality and variety of downtown Ketchum’s built environment. The project is compatible with the surrounding neighborhood. While smaller buildings like the Gold Mine Thrift Store and Michel’s Christiania neighbor the property, the development is proportional in size and scale to larger nearby buildings like the Colonnade and the Community Library.

Financial Impact

This lot consolidation will facilitate the development of a new mixed-use development downtown.

Attachments:

- A. Draft Findings of Fact, Conclusions of Law, and Decision
- B. Lot Line Shift Application Submittal

Attachment A:

Draft Findings of Fact,  
Conclusions of Law, and  
Decision



**City of Ketchum  
Planning & Building**

IN RE: )  
)  
Walnut & 4<sup>th</sup> Mixed-Use Building )  
Ketchum Townsite: Block 44: Lot 7A ) KETCHUM CITY COUNCIL  
Lot Line Shift (Readjustment of Lot Lines) ) FINDINGS OF FACT, CONCLUSIONS OF LAW, AND  
Date: March 15, 2021 ) DECISION  
)  
File Number: P21-015 )

**Findings Regarding Application Filed**

**PROJECT:** Walnut & 4<sup>th</sup> Mixed-Use Building Lot Line Shift

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

**FILE NUMBER:** P21-015

**OWNER:** Walnut & Fourth LLC

**REPRESENTATIVE:** Galena Engineering

**REQUEST:** Combine Lots 7 and 8 within Block 44 of Ketchum Townsite

**LOCATION:** 371 & 391 N Walnut Avenue (Ketchum Townsite: Lots 7 & 8)

**NOTICE:** A public hearing notice was mailed to all property owners within 300 feet of the project site and political subdivisions on February 24, 2021. The public hearing notice was published in the Idaho Mountain Express on February 24, 2021. The public hearing notice was posted on site and on the city's website on March 8, 2021.

**ZONING:** Retail Core Subdistrict of the Community Core (CC-1)

**OVERLAY:** None

**Findings Regarding Application Filed**

This Lot Line Shift application, submitted by Galena Engineering on behalf of property owner Walnut & Fourth LLC, proposes to combine Lots 7 and 8 within Block 44 of Ketchum Townsite. The lots are located at the southwest corner of 4th Street and Walnut Avenue (371 & 391 N Walnut Avenue) within the Retail Core Subdistrict of the Community Core (CC-1). The combined amended Lot 7A will have an area of 16,378 square feet, which complies with the minimum 5,500-square-foot lot size required in the CC Zone.

Lots 7 and 8 are developed with two existing building over 50 years of age. The applicant has submitted a Demolition Permit Application (D21-008) to tear down the buildings. The required 60-day waiting period following the publication of notice of intent to demolish ends on May 3<sup>rd</sup>, 2021. Combined Lot 7A will be developed with the new Walnut & 4<sup>th</sup> Mixed-Use Building. The 20,876-square-foot, two-story mixed-use building will include a coffee shop, retail units, three residential units, and one community housing unit. The proposed development received Design Review (Application No. P20-046) approval from the Planning & Zoning Commission on September 15<sup>th</sup>, 2020.

#### **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) proposed Lot 7A complies with the dimensional standards required for properties located within the CC-1 Zone, (2) the new Walnut & 4<sup>th</sup> Mixed-Use Building will comply with the dimensional standards required in the CC-1 Zone as sited on amended Lot 7A, 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).*

The subdivision ordinance is intended to safeguard and enhance the character, appearance, and economic stability of the community and to promote the orderly, harmonious, and integrated development of land (Ketchum Municipal Code §16.04.010). Blocks in downtown are historically platted into 55-foot-wide lot increments. The development of different buildings on smaller lots over time generates variety in design and detail to form a dynamic, authentic, and interesting streetscape. Lot consolidations impact the pattern of downtown development. This application combines two townsite lots. Combined Lot 7A will have 110 feet of frontage along Walnut Avenue and 150 feet of frontage along 4th Street.

Pursuant to KMC §16.04.040.F.1, lots shall be compatible with the location of the subdivision and the type of development. This project fits in with downtown's local context and small-town character. The design incorporates exterior materials and ornamentation characteristic of alpine architecture. This project combines vibrant uses—retail with engaging storefront windows, a coffee shop with outdoor dining areas, and housing—within an appropriately scaled mixed-use building designed to enhance the visual quality and variety of downtown Ketchum's built environment. The project is compatible with the surrounding neighborhood. While smaller buildings like the Gold Mine Thrift Store and Michel's Christiania neighbor the proposed development, the mixed-use building is proportional in size and scale to larger nearby buildings like the Colonnade and the Community Library.

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. As specified in Condition of Approval #2, the amended plat map shall meet all governing ordinances,

requirements, and regulations of the Fire Department (2012 International Fire Code and local Fire Protection Ordinance No.1125), Building Department (2012 International Building Code, the 2012 International Residential Code, and Title 15 of Ketchum Municipal Code), Utilities Department, Street Department (Title 12 of Ketchum Municipal Code), and the City Engineer.

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 infill project proposes to combine two lots downtown. As conditioned, proposed Lot 7A meets the standards for Readjustment of Lot Lines under Title 16 of Ketchum Municipal Code.

**Table 1: Findings Regarding Contents of Final Plat and Subdivision Design & Development Requirements**

Findings Regarding Contents of Final Plat and Subdivision Design & Development Requirements				
Compliant			Standards and Council Findings	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K	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:
			<i>Council Findings</i>	<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"/>	16.04.030.K.1	Point of beginning of subdivision description tied to at least two (2) governmental survey corners, or in lieu of government survey corners, to monuments recognized by the city engineer.
			<i>Council Findings</i>	<i>As conditioned, this standard shall be met. The final plat mylar shall show a minimum of two Blaine County survey control monuments with ties to the property. The survey control monuments shall be clearly identified on the face of the map.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.2	Location and description of monuments.
				<i>As conditioned, this standard shall be met. The final plat mylar shall show the location and description of monuments.</i>

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.3	Tract boundary lines, property lines, lot lines, street right of way lines and centerlines, other rights of way and easement lines, building envelopes as required on the preliminary plat, lot area of each lot, boundaries of floodplain and floodway and avalanche district, all with bearings, accurate dimensions in feet and decimals, in degrees and minutes and radii, arcs, central angles, tangents and chord lengths of all curves to the above accuracy.
			<i>Council Findings</i>	<i>The plat map indicates Lot 7A's property lines, dimensions, and size as well as the adjacent 4<sup>th</sup> Street, Walnut Avenue, East Avenue, and Sun Valley Road. The property is located downtown and is not located within the floodplain or avalanche districts.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.4	<b>Names and locations of all adjoining subdivisions.</b>
			<i>Council Findings</i>	<i>The plat map indicates neighboring Courtyard Condominiums as well as Lots 1, 4, 5, and 6 within Block 44 of Ketchum Townsite.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.5	<b>Name and right of way width of each street and other public rights of way.</b>
			<i>Council Findings</i>	<i>This standard has been met. The plat map indicates the Walnut Avenue, 4<sup>th</sup> Street, East Avenue, and Sun Valley Road public rights-of-way.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.6	<b>Location, dimension and purpose of all easements, public or private.</b>
			<i>Council Findings</i>	<i>No easements are required or proposed with this lot line shift.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.7	<b>The blocks numbered consecutively throughout each block.</b>
			<i>Council Findings</i>	<i>N/A. This lot line application combines two existing lots and does not create a new block.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.8	<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>
			<i>Council Findings</i>	<i>N/A as no dedications of this type have been proposed.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.9	<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>
			<i>Council Findings</i>	<i>This standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.10	<b>Scale, north arrow and date.</b>
				<i>This standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.11	<b>Location, width, and names of all existing or dedicated streets and other public ways within or adjacent to the proposed subdivision</b>
			<i>Council Findings</i>	<i>This standard has been met. The names of names, locations, and widths of adjacent streets are indicated on the proposed plat map.</i>

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.12	A provision in the owner's certificate referencing the county recorder's instrument number where the condominium declaration(s) and/or articles of incorporation of homeowners' association governing the subdivision are recorded.
			<i>Council Findings</i>	<i>This standard is not applicable.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.13	Certificate by registered engineer or surveyor preparing the map certifying to the accuracy of surveying plat.
			<i>Council Findings</i>	<i>As conditioned, this standard will be met prior to recordation of the final plat. The signature block page shall include the surveyor's certification.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.14	A current title report of all property contained within the plat.
			<i>Council Findings</i>	<i>This standard has been met. A title report and warranty deeds were submitted for the properties.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.15	Certification of owner(s) of record and all holders of security interest(s) of record with regard to such property.
			<i>Council Findings</i>	<i>As conditioned, this standard will be met prior to recordation of the final plat. The signature block page shall include a certificate of ownership and associated acknowledgement from all owners and holders of security interest with regard to the subject property, which shall be signed following Ketchum City Council review and approval of the application and prior to recordation of the final plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.16	Certification and signature of engineer (surveyor) verifying that the subdivision and design standards meet all city requirements.
			<i>Council Findings</i>	<i>As conditioned, this standard will be met prior to recordation of the final plat. The signature block page shall include the certification and signature of the surveyor verifying that the subdivision and design standards meet all City requirements.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.17	Certification and signature of the city engineer verifying that the subdivision and design standards meet all city requirements.
			<i>Council Findings</i>	<i>As conditioned, this standard will be met prior to recordation of the final plat. The signature block page shall include the City Engineer's approval and verification that the subdivision and design standards meet all City requirements.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.18	Certification and signature of the city clerk of the city of Ketchum verifying that the subdivision has been approved by the council.
			<i>Council Findings</i>	<i>As conditioned, this standard will be met prior to recordation of the final plat. The signature block page shall include the certification and signature of the City Clerk verifying the subdivision has been approved by City Council.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.19	Notation of any additional restrictions imposed by the council on the development of such subdivision to provide for the public health, safety and welfare.
			<i>Council Findings</i>	<i>This standard is not applicable as this application combines two existing lots downtown. 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"/>	16.04.030.L	Final Plat Copies: Both a hard copy and a digital copy of the final plat shall be filed with the administrator prior to being placed upon the Council's agenda. A digital copy of the final plat as approved by the council and signed by the city clerk shall be filed with the administrator and retained by the city. The Applicant shall also provide the city with a digital copy of the recorded document with its assigned legal instrument number.
			<i>Council Findings</i>	<i>This standard has been met.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.A	Required Improvements: The improvements set forth in this section shall be shown on the preliminary plat and installed prior to approval of the final plat. Construction design plans shall be submitted and approved by the city engineer. All such improvements shall be in accordance with the comprehensive plan and constructed in compliance with construction standard specifications adopted by the city.
			<i>Council Findings</i>	<i>This standard is not applicable as this infill project combines two existing lots within downtown. No improvements are required or proposed for the lot consolidation.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.B	Improvement Plans: Prior to approval of final plat by the Council, 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.
			<i>Council Findings</i>	<i>This standard is not applicable as this infill project combines two existing lots within downtown. No improvements are required or proposed for the lot consolidation.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.C	Performance Bond: 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, factors beyond the control of the subdivider, or other conditions as determined acceptable at the sole discretion of the city, 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 two years 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>Council Findings</b>	<i>This standard is not applicable as this infill project combines two existing lots within downtown. No improvements are required or proposed for the lot consolidation.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.D	As Built Drawing: Prior to acceptance by the city council of any improvements installed by the subdivider, two (2) sets of as built plans and specifications, certified by the subdivider's engineer, shall be filed with the city engineer. Within ten (10) days after completion of improvements and submission of as built drawings, the city engineer shall certify the completion of the improvements and the acceptance of the improvements, and shall submit a copy of such certification to the administrator and the subdivider. If a performance bond has been filed, the administrator shall forward a copy of the certification to the city clerk. Thereafter, the city clerk shall release the performance bond upon application by the subdivider.
			<b>Council Findings</b>	<i>This standard is not applicable as this infill project combines two existing lots within downtown. No improvements are required or proposed for the lot consolidation.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.E	Monumentation: Following completion of construction of the required improvements and prior to certification of completion by the city engineer, certain land survey monuments shall be reset or verified by the subdivider's engineer or surveyor to still be in place. These monuments shall have the size, shape, and type of material as shown on the subdivision plat. The monuments shall be located as follows: <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>Council 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"/>	16.04.040.F	Lot Requirements: <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 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</li> </ol>

				<p>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> <ul style="list-style-type: none"> <li>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.</li> <li>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.</li> </ul> <p>3. Corner lots outside of the original Ketchum Townsite shall have a property line curve or corner of a minimum radius of twenty five feet (25') unless a longer radius is required to serve an existing or future use.</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. Minimum lot sizes in all cases shall be reversed frontage lot(s).</p>
			<i>Council Findings</i>	<p><i>Standard #1 has been met as the lot size, width, shape, and building setback lines will comply with the dimensional standards required in the CC Zone. Standard #2 is not applicable as the project is not located in the floodplain or mountain overlay. Standard 3 is not applicable as the corner lots is located within Ketchum Townsite. Standards #4-6 have been met.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.G	<p>G. Block Requirements: The length, width and shape of blocks within a proposed subdivision shall conform to the following requirements:</p> <ul 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> </ul>

				4. Except in the original Ketchum Townsite, corner lots shall contain a building envelope outside of a seventy five foot (75') radius from the intersection of the streets.
			<i>Council Findings</i>	<i>N/A. This standard is not applicable as this infill project combines two existing lots within downtown. This application does not create a new block.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H	<p>Street Improvement Requirements:</p> <ol style="list-style-type: none"> <li>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;</li> <li>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;</li> <li>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;</li> <li>4. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods;</li> <li>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;</li> <li>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;</li> <li>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;</li> <li>8. A cul-de-sac, court or similar type street shall be permitted only when necessary to the development of the subdivision, and provided, that no such street shall have a maximum length greater than four hundred feet (400') from entrance to center of turnaround, and all cul-de-sacs shall have a minimum turnaround radius of sixty feet (60') at the property line and not less than forty five feet (45') at the curb line;</li> <li>9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°);</li> </ol>

				<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 County Assessor's office 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 shall be required consistent with adopted city standards and where designated 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 and chapter 12.04 of this code;</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 the subdivider. Such construction or improvement shall be in accordance with adopted standard specifications;</p> <p>22. Sidewalks, curbs and gutters shall be required consistent with adopted city standards and where designated shall be a required improvement installed by the subdivider;</p>
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				<p>23. Gates are prohibited on private roads and parking access/entranceways, private driveways accessing more than one single-family dwelling unit and one accessory dwelling unit, and public rights-of-way unless approved by the City Council; and</p> <p>24. No new public or private streets or flag lots associated with a proposed subdivision (land, planned unit development, townhouse, condominium) are permitted to be developed on parcels within the Avalanche Zone.</p>
			<i>Council Findings</i>	<i>This standard is not applicable. This standard is not applicable as this infill project combines two existing lots within downtown. This proposal does not create a new street, private road, or bridge.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.I	<p><b>Alley Improvement Requirements:</b> Alleys shall be provided in, commercial and light industrial zoning districts. The width of an alley shall be not less than twenty feet (20'). Alley intersections and sharp changes in alignment shall be avoided, but where necessary, corners shall be provided to permit safe vehicular movement. Dead end alleys shall be permitted only within the original Ketchum Townsite and only after due consideration of the interests of the owners of property adjacent to the dead-end alley including, but not limited to, the provision of fire protection, snow removal and trash collection services to such properties. Improvement of alleys shall be done by the subdivider as required improvement and in conformance with design standards specified in subsection H2 of this section.</p>
			<i>Council Findings</i>	<i>Block 44 includes a 30-foot-wide alley. As required by Design Review P20-046, the applicant shall improve the alley adjacent to the property to city standards.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.J	<p><b>Required Easements:</b> 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.</p> <p>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.</p> <p>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.</p> <p>3. All subdivisions which border the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a ten foot (10') fish and nature study easement along the riverbank. Furthermore, the Council shall require, in appropriate areas, an easement providing access through the subdivision to the bank as a sportsman's access. These easement requirements are minimum standards, and in appropriate cases where a subdivision abuts a portion of the river adjacent to an existing pedestrian easement, the Council may require an extension of that easement along the portion of the riverbank which runs through the proposed subdivision.</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>
			<i>Council Findings</i>	<i>N/A. No easements are required or proposed with this project. The project does not create a new street. The property is not adjacent to Warm Springs or located within the floodplain or riparian area.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.K	<p>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.</p> <p>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.</p>
			<i>Council Findings</i>	<i>This standard is not applicable. This standard is not applicable as this infill project combines two existing lots within downtown. No sanitary sewage disposal improvements are required for this project.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.L	<p>Water System Improvements: A central domestic water distribution system shall be installed in all subdivisions by the subdivider as a required improvement. The subdivider shall also be required to locate and install an adequate number of fire hydrants within the proposed subdivision according to specifications and requirements of the City under the supervision of the Ketchum Fire Department and other regulatory agencies having jurisdiction. Furthermore, the central water system shall have sufficient flow for domestic use and adequate fire flow. All such water systems installed shall be looped extensions, and no dead end systems shall be permitted. All water systems shall be connected to the Municipal water system and shall meet the standards of the following agencies: Idaho Department of Public Health,</p>

				Idaho Survey and Rating Bureau, District Sanitarian, Idaho State Public Utilities Commission, Idaho Department of Reclamation, and all requirements of the City.
			<i>Council Findings</i>	<i>This standard is not applicable. This standard is not applicable as this infill project combines two existing lots within downtown. Water system improvements are not required for this project.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.M	Planting Strip Improvements: Planting strips shall be required improvements. When a predominantly residential subdivision is proposed for land adjoining incompatible uses or features such as highways, railroads, commercial or light industrial districts or off street parking areas, the subdivider shall provide planting strips to screen the view of such incompatible features. The subdivider shall submit a landscaping plan for such planting strip with the preliminary plat application, and the landscaping shall be a required improvement.
			<i>Council Findings</i>	<i>This standard is not applicable. This standard is not applicable as this infill project combines two existing lots within downtown. Planting strip improvements are not required for this project.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.N	<p>Cuts, Fills, And Grading Improvements: Proposed subdivisions shall be carefully planned to be compatible with natural topography, soil conditions, geology and hydrology of the site, as well as to minimize cuts, fills, alterations of topography, streams, drainage channels, and disruption of soils and vegetation. The design criteria shall include the following:</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> <li>f. Any other information which may reasonably be required by the Administrator, commission or Council to adequately review the affect of the proposed improvements.</li> </ol> </li> <li>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.</li> <li>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.</li> </ol>

				<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>
			<i>Council Findings</i>	<i>This standard is not applicable. This standard is not applicable as this infill project combines two existing lots within downtown. Cuts, fills, and grading improvements are not required or proposed with this project.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.O	<p><b>Drainage Improvements:</b> The subdivider shall submit with the preliminary plat application such maps, profiles, and other data prepared by an engineer to indicate the proper drainage of the surface water to natural drainage courses or storm drains, existing or proposed. The location and width of the natural drainage courses shall be shown as an easement common to all owners within the subdivision and the City on the preliminary and final plat. All natural drainage courses shall be left undisturbed or be improved in a manner that will increase the operating efficiency of the channel without overloading its capacity. An adequate storm and surface drainage system shall be a required improvement in all subdivisions and shall be installed by the subdivider. Culverts shall be required where all water or drainage courses intersect with streets, driveways or improved public easements and shall extend across and under the entire improved width including shoulders.</p>

			<b><i>Council Findings</i></b>	<p>All storm water shall be retained on site, including storm water from roof drains. Drainage improvements shall be equal to the length of the property lines along Walnut Avenue and 4th Street.</p> <p>Roof drain locations and specifications must be indicated the project plans submitted with the building permit application for review and approval by the City Engineer and Streets Department.</p> <p>Prior to issuance of a building permit for the project, the applicant shall submit a final drainage plan indicating grading, catch basins, piping, and drywells (KMC §17.96.040.C.2b &amp; KMC §17.96.060.C.1-4) prepared by a civil engineer licensed in the state for review and approval by the City Engineer and Streets Department. All drainage facilities within the project site and the public right-of-way shall meet City standards.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.P	<p>Utilities: In addition to the terms mentioned in this section, all utilities including, but not limited to, electricity, natural gas, telephone and cable services shall be installed underground as a required improvement by the subdivider. Adequate provision for expansion of such services within the subdivision or to adjacent lands including installation of conduit pipe across and underneath streets shall be installed by the subdivider prior to construction of street improvements.</p>
			<b><i>Council Findings</i></b>	<p>All utilities within the development site shall be underground and concealed from public view. The transformer serving the development will be located at the back of the building adjacent to the Block 44 alleyway and fully concealed from public view. An existing overhead power line runs along the Block 44 alleyway adjacent to the subject property. The project plans indicate that this power line will be buried underground.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.Q	<p>Off Site Improvements: Where the off site impact of a proposed subdivision is found by the commission or Council to create substantial additional traffic, improvements to alleviate that impact may be required of the subdivider prior to final plat approval, including, but not limited to, bridges, intersections, roads, traffic control devices, water mains and facilities, and sewer mains and facilities.</p>
			<b><i>Council Findings</i></b>	<p>This standard is not applicable. This standard is not applicable as this infill project combines two existing lots within downtown. Off-site improvements are not required or proposed with this project.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.R	<p>Avalanche And Mountain Overlay: All improvements and plats (land, planned unit development, townhouse, condominium) created pursuant to this chapter shall comply with City of Ketchum Avalanche Zone District and Mountain Overlay Zoning District requirements as set forth in Title 17 of this Code.</p>
			<b><i>Council Findings</i></b>	<p>This standard is not applicable as the property is not located in the Avalanche Zone or Mountain Overlay.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.S	<p>Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings,</p>

				established shrub masses and historic areas, shall be preserved through design of the subdivision.
			<i>Council Findings</i>	<i>This standard is not applicable. This standard is not applicable as this infill project combines two existing lots within downtown.</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 for the development and use of the project site.
2. The 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 Walnut & 4<sup>th</sup> Lot Line Shift this Monday, March 15<sup>th</sup>, 2021 subject to the following conditions:

### CONDITIONS OF APPROVAL

1. The amended plat mylar shall meet all conditions specified in Table 1: Findings Regarding Contents of Final Plat and Subdivision Design & Development Requirements.
2. The amended subdivision plat shall meet all governing ordinances, requirements, and regulations of the Fire Department (2012 International Fire Code and local Fire Protection Ordinance No. 1125), Building Department (2012 International Building Code, the 2012 International Residential Code, and Title 15 of Ketchum Municipal Code), Utilities Department, Street Department (Title 12 of Ketchum Municipal Code), and the City Engineer.
3. The recorded plat shall show a minimum of two Blaine County Survey Control Monuments with ties to the property and an inverse between the two monuments. The Survey Control Monuments shall be clearly identified on the face of the map.

4. An electronic CAD file shall be submitted to the City of Ketchum prior to final plat signature by the City Clerk. The electronic CAD file shall be submitted to the Blaine County Recorder's office concurrent with the recording of the Plat containing the following minimum data:
  - a. Line work delineating all parcels and roadways on a CAD layer/level designated as "parcel";
  - b. Line work delineating all roadway centerlines on a CAD layer/level designated as "road"; and,
  - c. Line work that reflects the ties and inverses for the Survey Control Monuments shown on the face of the Plat shall be shown on a CAD layer/level designated as "control"; and,
  - d. All information within the electronic file shall be oriented and scaled to Grid per the Idaho State Plane Coordinate System, Central Zone, NAD1983 (1992), U.S. Survey Feet, using the Blaine County Survey Control Network. Electronic CAD files shall be submitted in a ".dwg", ".dgn" or ".shp" format and shall be submitted digitally to the City on a compact disc. When the endpoints of the lines submitted are indicated as coincidental with another line, the CAD line endpoints shall be separated by no greater than 0.0001 drawing units.
5. The final plat mylar shall contain all items required under Title 50, Chapter 13, Idaho Code as well as all items required pursuant to KMC §16.04.030J including certificates and signatures.
6. The applicant shall provide a copy of the recorded final plat to the Planning and Building Department for the project record.

Findings of Fact **adopted** this 15<sup>th</sup> day of March 2021.

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Neil Bradshaw, Mayor

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Katrin Sharp, Deputy City Clerk

Attachment B:

Lot Line Shift Application  
Submittal



City of Ketchum  
Planning & Building



OFFICIAL USE ONLY	
File Number:	P21-015
Date Received:	2-9-21
By:	mp
Fee Paid:	950.00
Approved Date:	
Denied Date:	
By:	

## Lot Line Shift Application

OWNER INFORMATION	
Owner Name: Walnut & Fourth LLC c/o Morley Golden	
Mailing Address: 313 N Water Ave, Idaho Falls, ID 83402	
Phone: 208-720-0956	
Email: mgolden@mgolden.com	
PROJECT INFORMATION	
Name of Proposed Plat: Ketchum Lot 7A, Block 44	
Representative of Owner: Galena Engineering	
Phone: 208-788-1705	
Mailing Address: 317 N River Street, Hailey, ID 83333	
Email: sam@galena-engineering.com	
Legal Land Description: Ketchum Lots 7 & 8, Block 44	
Project Address: 371 & 391 N Walnut Ave	
Number of Lots: 2 Existing, 1 Proposed	Number of Units: N/A
Total Land Area in Square Feet: 16,513 sf (0.38 ac)	Current Zoning District: Community Core (CC) Retail Core Subdistrict
Overlay District: <input type="checkbox"/> Flood <input type="checkbox"/> Mountain <input type="checkbox"/> Avalanche	
Easements to be Dedicated on the Final Plat (Describe Briefly):	
None	
ATTACHMENTS	
Attachments Necessary to Complete Application:	
1. A copy of a current lot book guarantee and recorded deed to the subject property;	
2. One (1) copy of preliminary plat; and,	
3. A CD or email of an electronic (.pdf) of the plat.	

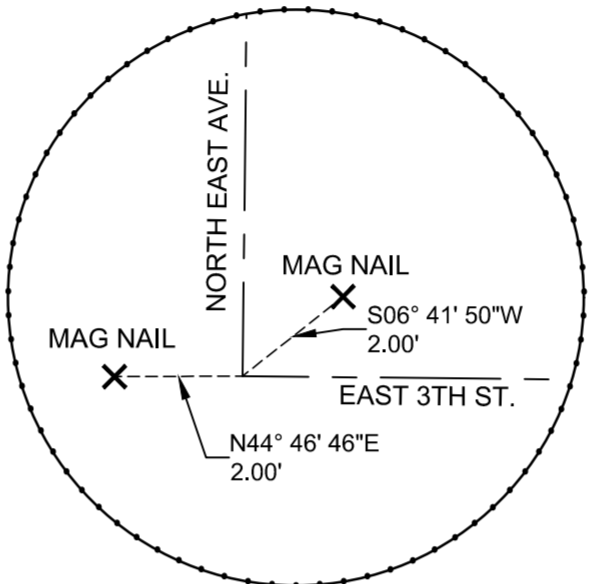
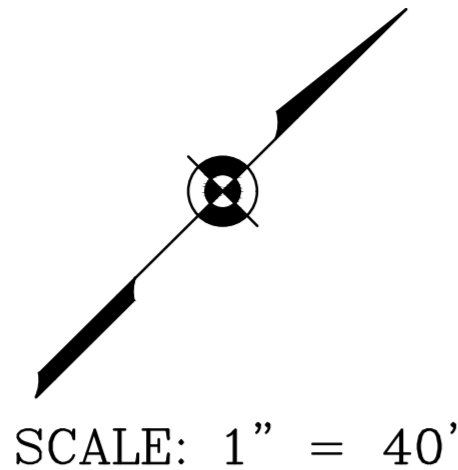
Applicant agrees in the event of a dispute concerning the interpretation or enforcement of the Lot Line Shift Application, in which the City of Ketchum is the prevailing party, to pay reasonable attorney fees, including attorney fees on appeal, and expenses of the City of Ketchum. I, the undersigned, certify that all information submitted with and upon this application form is true and accurate to the best of my knowledge and belief.

2/11/21

Signature of Owner/Representative

Date

A PLAT SHOWING  
**LOT 7A, BLOCK 44, KETCHUM TOWNSITE**  
WHEREIN THE LOT LINE BETWEEN LOTS 7 AND 8 IS VACATED AS SHOWN HEREON  
LOCATED WITHIN SECTION 18, T.4 N., R.18 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO  
FEBRUARY 2021



**DETAIL A**  
SCALE: 1" = 3'

**LEGEND**

- Property Line
- Adjoiner's Lot Line
- Centerline
- GIS Tie
- Vacated Lot Line
- Tie Line
- Found Aluminum Cap
- Found 5/8" Rebar
- Found Mag Nail
- Set 5/8" Rebar
- T.P.O.B. = True Point of Beginning

**SURVEY NARRATIVE & NOTES**

- The purpose of this map is to show the monuments found and set during the boundary retracement of Lots 7 & 8, Block 44, Ketchum Townsite, and vacate the lot line between said lots as shown hereon. The boundary shown is based on found monuments and the Official Map of the Village of Ketchum, Instrument Number 302967, records of Blaine County, Idaho. The missing monuments were reset by proportioning record chord data between found monuments.
- The distances shown are measured. Refer to the above referenced survey for previous record data.
- This survey does not purport to reflect any of the following which may be applicable to subject real property: natural hazards, encroachments, wetlands, easements, building setbacks, restrictive covenants, subdivision restrictions, zoning or any other land-use regulations.
- A Title Commitment for Lots 7 & 8, Block 44, Village of Ketchum, Blaine County, Idaho, has been issued by Stewart Title Guaranty Company, File Number 21400513, with a Date of Guarantee of February 2, 2021. Certain information contained in said title policy may not appear on this map or may affect items shown hereon. It is the responsibility of the owner or agent to review said title policy. Some of the encumbrances and easements listed in the title report are NOT plotted hereon. Review of specific documents is required, if further information is desired.
- Existing easement for the support and maintenance of a building wall and foundations, Instrument Number 250232, records of Blaine County, Idaho, being along the original lot line common to Lots 7 and 8, Block 55, Ketchum Townsite, per the plat of the Village of Ketchum, Instrument Number 302967, records of Blaine County, Idaho, shall be vacated prior to the recording of this final plat with a separate document.

**CERTIFICATE OF SURVEYOR**

I hereby certify that I am a Registered Land Surveyor in the State of Idaho and that this map is a true and accurate representation of a survey done under my direct supervision.



LOT 7A, BLOCK 44, KETCHUM TOWNSITE  
GALENA ENGINEERING, INC.  
HAILEY, IDAHO  
1 OF 2  
Job No. 7819

HEALTH CERTIFICATE: Sanitary restrictions as required by Idaho Code Title 50, Ch. 13, have been satisfied. Sanitary restrictions may be reimposed in accordance with Idaho Code Title 50, Ch. 13, Sec. 50-1326, by issuance of a Certificate of Disapproval.  
Date \_\_\_\_\_ South Central District Health Dept., EHS



## CLTA 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.

**Dated: February 2, 2021**

Signed under seal for the Company, but this endorsement is to be valid only when it bears an authorized countersignature.

Countersigned by:

\_\_\_\_\_  
Authorized Countersignature

\_\_\_\_\_  
TitleOne  
Company Name

\_\_\_\_\_  
271 1st Ave North  
Ketchum, ID 83340  
City, State



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

\_\_\_\_\_  
Denise Carraux  
Secretary

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the company for further information as to the availability and cost.

## GUARANTEE CONDITIONS AND STIPULATIONS

- 1. Definition of Terms** - The following terms when used in the 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 Claim 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 an 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.

## GUARANTEE CONDITIONS AND STIPULATIONS

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 such 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 options under Paragraph 5, and the Guarantee shall be surrendered to the Company of 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 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, TX 77252-2029.

**LOT BOOK GUARANTEE**  
**Issued By**  
**Stewart Title Guaranty Company**

**SCHEDULE A**

**File No.** 21400513  
**State:** ID  
**County:** Blaine

<u>Guarantee No.</u>	<u>Liability</u>	<u>Date of Guarantee</u>	<u>Fee</u>
G-0000499562998	\$1,000.00	February 2, 2021 at 7:30 a.m.	\$200.00

**Name of Assured:**  
Galena Engineering Inc.

The assurances referred to on the face page hereof are:

1. That, according to the Company's property records relative to the following described land (but without examination of those Company records maintained and indexed by name):

Lots 7 & 8, Block 44 of the VILLAGE OF KETCHUM, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 302967, records of Blaine County, Idaho.

2. The last recorded instrument purporting to transfer title to said land is:

Deed Type: Quit Claim Deed  
Grantors: GCC, LLC, an Idaho limited liability company  
Grantees: Walnut & Fourth, LLC, an Idaho limited liability company  
Recorded Date: November 22, 2019  
Instrument: 665131  
[Click here to view](#)

3. There are no mortgages or deeds of trust which purport to affect title to said land, other than those shown below under Exceptions.
4. There are no (homesteads, agreements to convey, attachments, notices of non-responsibility, notices of completion, tax deeds) which purport to affect title to said land, other than shown below under Exceptions. (Insert upon request, detailing the particular matters to be covered).
5. No guarantee is made regarding (a) matters affecting the beneficial interest of any mortgage or deed of trust which may be shown herein as an exception, or (b) other matters which may affect any such mortgage or deed of trust.
6. No guarantee is made regarding any liens, claims of liens, defects or encumbrances other than those specifically provided for above, and, if information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

**EXCEPTIONS:**

1. NOTE: According to the available records, the purported address of said land is:

371 N Walnut Ave, Ketchum, ID 83340 (Lot 7)

391 N Walnut Ave, Ketchum, ID 83340 (Lot 8)

2. Taxes for the year 2020 are paid in full.

[Parcel Number: RPK00000440070](#)

Original Amount: \$7,400.06

3. Taxes for the year 2020 are paid in full.

Parcel Number: RPK00000440070

Original Amount: \$6,968.36

4. Taxes, including any assessments collected therewith, for the year 2021 which are a lien not yet due and payable.

5. Water and sewer charges, if any, for the City of Ketchum.

6. Easements, reservations, restrictions, and dedications as shown on the official plat of Ketchum Townsite.

7. All matters, and any rights, easements, interests or claims as disclosed by a Record of Survey recorded January 14, 1980 as Instrument No. 200412.

8. An easement for the purpose shown below and rights incidental thereto as set forth in an Easement.

Granted to: CLM Properties, a California general partnership

Purpose: Support and maintenance of a building wall and foundation

Recorded: April 6, 1984

Instrument No.: 250232

9. A Deed of Trust to secure an indebtedness in the amount shown below and any other obligations secured thereby:

Amount: \$1,855,000.00

Trustor/Grantor: GCC LLC, an Idaho limited liability company

Trustee: Blaine County Title

Beneficiary: Bank of Idaho

Dated: May 6, 2019

Recorded: May 6, 2019

Instrument No.: 659935

**Sun Valley Title**

**By:**

A handwritten signature in black ink, appearing to be 'NB' or similar initials, written in a stylized, cursive manner.

**Nick Busdon, Authorized Signatory**

**JUDGMENT AND TAX LIEN GUARANTEE**

Issued By  
Stewart Title Guaranty Company

**SCHEDULE A**

**Amount of Liability:** \$1,000.00

**Fee Amount:** \$0.00

**Guarantee No.:** G-0000499562998

**Name of Assured:** Galena Engineering Inc.

**Date of Guarantee:** February 2, 2021

That, according to the indices of the County Recorder of Blaine County, State of ID, for a period of 10 years immediately prior to the date hereof, there are no

- \* Federal Tax Liens
- \* Abstracts of Judgment, or
- \* Certificates of State Tax Liens

filed, or recorded against the herein named parties, other than those for which a release appears in said indices and other than those shown under Exceptions.

The parties referred to in this guarantee are as follows:

Walnut & Fourth, LLC, an Idaho limited liability company

Sun Valley Title  
By:



Nick Busdon, Authorized Signatory

File No. 21400513

SCHEDULE B

Exceptions:

NONE

9

RECORDING REQUESTED BY  
AND  
WHEN RECORDED RETURN TO

Thomas C. Praggastis  
Post Office Box 6090  
Ketchum, Idaho 83340

Mail Tax Statements To:

Walnut & Fourth, LLC  
c/o Gregory C. Carr  
313 N. Water Avenue  
Idaho Falls, ID 83402

(Space Above Line for Recorder's Use)

QUITCLAIM DEED

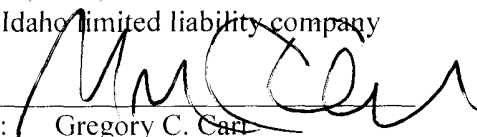
FOR VALUE RECEIVED, GCC, LLC, an Idaho limited liability company, Grantor, does hereby convey, release, remise and forever quitclaim unto WALNUT & FOURTH, LLC, an Idaho limited liability company, Grantee, all of Grantor's right, title and interest in the following described real property located in Blaine County, Idaho:

Lots 7 and 8 in Block 44 of the CITY OF KETCHUM, as shown on the official plat thereof, on file in the office of the County Recorder, Blaine County, Idaho.

The Property shall be held by Grantee subject to reservations, restrictions, encumbrances, easements and other matters of record.

DATED this 18<sup>th</sup> day of November, 2019.

GCC, LLC,  
an Idaho limited liability company

By:   
Its: Manager

STATE OF Idaho )

County of Blaine ) SS.

On this 16<sup>th</sup> day of November, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared GREGORY C. CARR, known to me to be the Manager of GCC, LLC, an Idaho limited liability company, and the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same on behalf of said limited liability company.

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

Christina A. Rolf  
Notary Public for State of  
Residing at Hailey, Idaho  
Commission Expires: 6.15.2023

