



## City of Ketchum

October 3, 2022

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation to Approve Easement and Encroachment Agreement 22790 for the dedication of a 15-foot public access and utility easement and placement of driveway pavers with snowmelt in said easement at 203 Garnet Street.**

#### Recommendation and Summary

Staff recommends the Ketchum City Council approve the attached Easement and Encroachment Agreement 22790 and adopt the following motion:

“I move to approve the Easement and Encroachment Agreement 22790 and authorize the Mayor to sign the agreement between the City and Georgina Suttor Idaho Trust Dated April 10, 2015, and Georgina Anne Suttor Trustee.”

#### The reasons for the recommendation are as follows:

- The paved width, drainage, and snow storage that exist on Garnet Street are substandard.
- The property owners are providing a 15-foot access and utility easement to the City and removing existing trees and fences within said easement to address snow storage, drainage, and street maintenance issues.
- Permitting the improvements, including the snowmelt, will increase the safety, functionality, and street maintenance operations of Garnet Street.
- The project complies with all standards for Right-of-Way Encroachment Permit issuance specified in Ketchum Municipal Code §12.12.060.
- The project meets all requirements for energy code and installation as outlined in the agreement.

#### Introduction and History

The City of Ketchum Planning and Building Department received a building permit application for an addition to a single-family residence at 203 Garnet Street on March 10, 2022. During department review of the building permit, staff flagged issues related to drainage, street maintenance, and snow storage along Garnet Street that would need to be addressed prior to issuance of a building permit for the proposed project.

Garnet Street is the southernmost street within the Gem Streets Neighborhood. The Gem Streets Neighborhood is hindered by substandard streets, especially Garnet Street, which has substandard pavement width, snow storage, and drainage. Over the past few years, Ketchum has seen increased development activity in the Gem Streets including the subdivision of existing lots or redevelopment of

vacant lots. If a property is being subdivided, a dedication of right-of-way is required. However, if no subdivision is being proposed, the City requires an easement for access, utilities, and drainage to meet the development requirements of the Ketchum Municipal Code and ensure adequate space for road maintenance and emergency access. Road maintenance in the winter months is particularly challenging due to limited areas for snow storage. As development applications are submitted to the City, a case-by-case review is conducted to determine what improvements can be made to get as close to the city's minimum street standards as possible.

Staff has worked with the applicant to address the concerns raised. At the request of staff, the property owner is proposing to dedicate a new 15-foot easement from the edge of asphalt for access, utilities, and drainage. Figure 1 shows the location of the existing roadway in blue, the existing property line in yellow, and proposed easement in red. Trees, fencing, and a garage exists within the proposed easement today. Please see Attachment A for the existing site survey. The trees and fences would be removed but the garage would be permitted to remain until demolition or substantial remodel of the garage is proposed, at such time the garage would be removed. The property also contains an existing paver driveway that is within the proposed easement and is in disrepair. The project proposes to replace the paver driveway and install a snowmelt system, as initially recommended by staff, to support increased efficiency in snow management operations during the winter. Please see Attachment B for the right-of-way improvements plan that shows the proposed work.

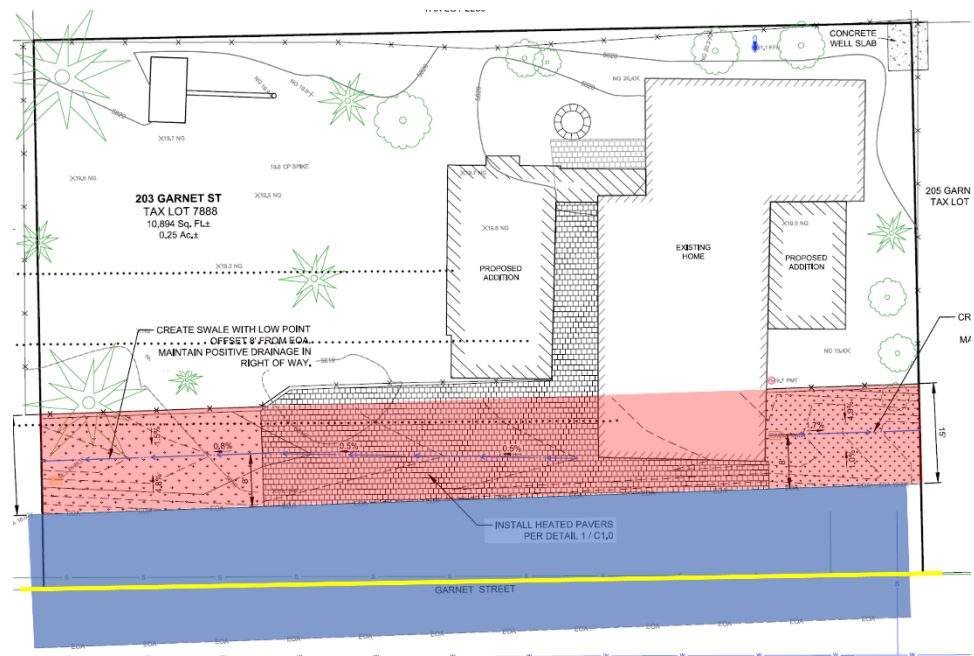


Figure 1: Roadway and Easement Location (future condition)

Staff requests review of the proposed project in response to recent discussions with City Council pertaining to snowmelt in the right-of-way in residential areas. At the September 19, 2022, City Council meeting staff was directed to advise property owners within residential neighborhoods that the City Council was conducting policy discussions as to whether snowmelt would be permitted in the right-of-way based on the goals and objects of the 2020 Ketchum Sustainability Action Plan. Following that direction, staff has advised applicants that all proposals for snowmelt within the right-of-way are discouraged, are at the discretion of the council, and not guaranteed approval.

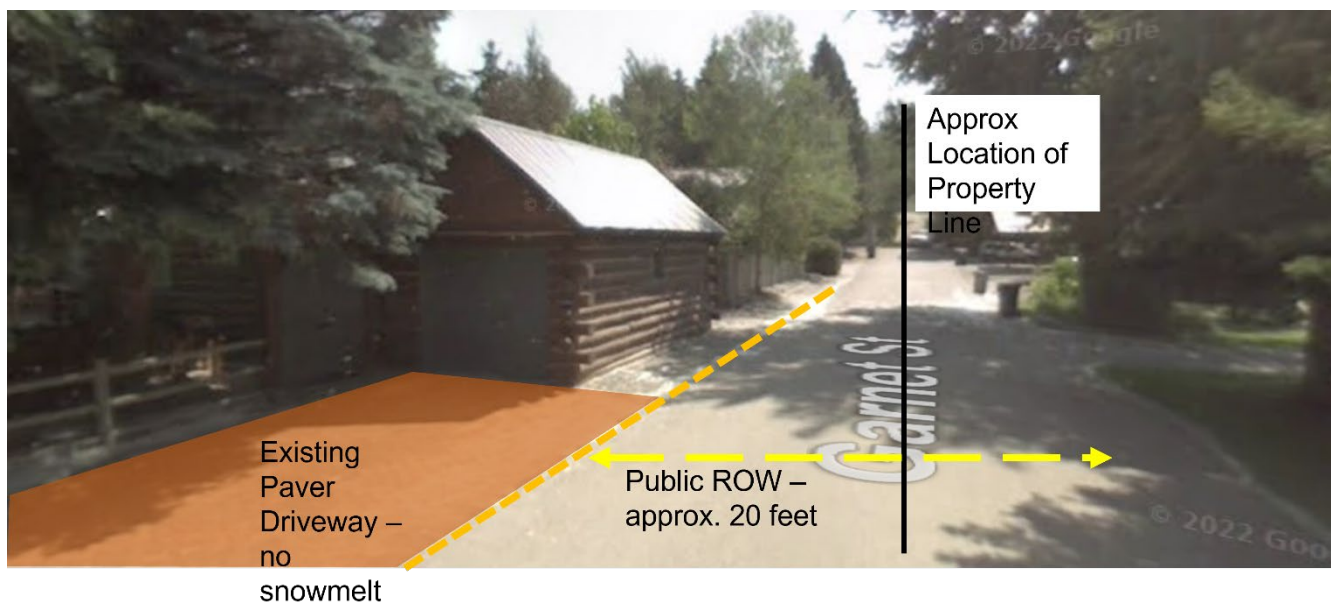
The Planning and Building Department, Streets Department, and the City Engineer believe the new easement and proposed improvements will improve the functionality of the street, will decrease the likelihood of damage to the existing garage, and increase the efficiency of snow management in winter months. Below is an overview of the existing and proposed conditions for consideration by the City Council.

## Analysis

Properties within the Gem Streets neighborhood were created prior to annexation of the area into the City of Ketchum. At the time of creation, as shown above in Figure 1, property lines (yellow) split the existing paved road (blue) with no dedicated rights-of-way. As shown in the figure, the majority of Garnet Street is located on private property. In 1996, the property owners along Garnet Street, the City of Ketchum, and the owner of the Esmeralda Subdivision entered into a Settlement Agreement to establish ownership and access rights associated with Garnet Street as a result of a lawsuit related to the Esmeralda Subdivision. One of the conditions of the Settlement Agreement was that an Easement Agreement for Garnet Street would be recorded (Instrument #408688) that established the paved portions of Garnet Street as public rights-of-way, but all areas north and south of the paved portions continue to be private. This resulted in dedicated areas for vehicle travel, but no dedicated areas for snow storage and drainage.

The paved portions of Garnet Street vary in width depending on location. Adjacent to the subject property, the paved portions of Garnet Street are approximately 20 feet wide. The City of Ketchum minimum standards for residential streets is 26 feet of pavement with 8 feet of gravel for on-street parking, and 7 feet of low-lying landscaping on each side of the street. In the Gem Streets Neighborhood, on-street parking is not permitted due to the substandard road widths so the first 8 feet adjacent to the road is allocated for drainage and snow storage infrastructure with low-lying landscape materials.

The existing single-family residence with attached garage was constructed in 1949 and still stands today in its original constructed form. The attached garage is oriented lengthwise along the roadway with the entrance to the side, which is why the existing driveway is oriented and sized the way it is. Figure 2 below shows a diagram of existing conditions.



*Figure 2: Existing Conditions*

In the winter months, the streets department plows the extent of the asphalt, however, snow storage areas are limited due to the location of the existing fence, trees, and garage along the roadway. The snow storage adjacent to the garage is particularly problematic as the garage is approximately 3-4 feet

from the roadway. In addition to snow from the road, snow sloughs from the roof of the garage and enters the roadway when the area is already full of snow. Additionally, clearing of the driveway often results in snow returning to the roadway. These conditions require additional passes with the plow at various times of the day to maintain minimum clearance for emergency vehicles of 20 feet. The garage is also in the “impact zone” of the snow plows which means there is a high potential for damage of the structure from snow removal operations.

To address these concerns and improve the right-of-way to the greatest extent achievable, staff requested the applicant provide a 15-foot easement for access, snow storage, and drainage as would be required for residential streets. Creation of the easement would require the removal of the existing trees and fences, but the garage would be permitted to remain until such time as an addition or substantial improvement to the garage was made. The draft Easement and Encroachment Agreement (Attachment C) also indemnifies the city against any damages to the garage because of street maintenance operations. Staff also requested the applicant snowmelt not only the driveway, but also the area in front of the garage. Snowmelt of these areas is the preferred condition that will serve to minimize snow management issues and improve efficiency by reducing the number of passes required by the snow plow. The installation of snowmelt also reduces the risk of damage to the garage from snow removal operations.

Figure 3 shows the existing property characteristics and the notation of the 15-foot easement area. The existing trees and fence within the proposed 15 feet are to be removed (shown in red) and the existing driveway would be snowmelt (shown in green).

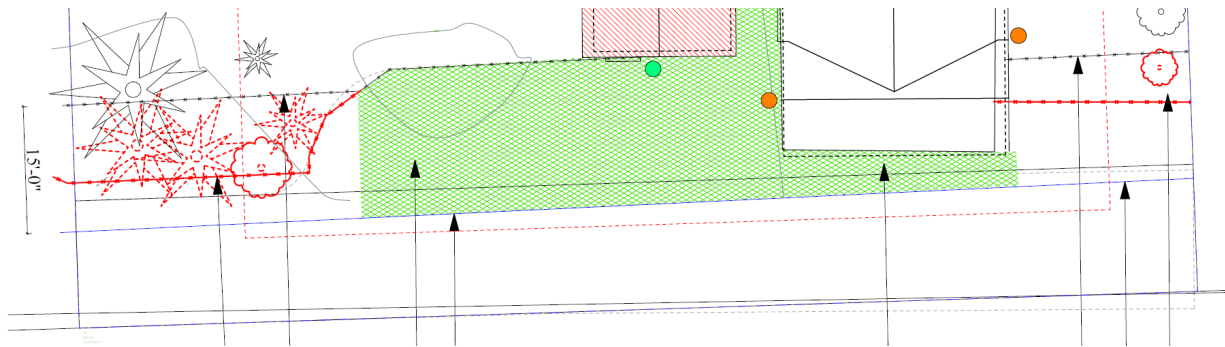


Figure 3: Proposed Easement and Encroachment Removal

Figure 4 below shows the proposed snowmelt system from a different viewpoint in relation to the existing garage.

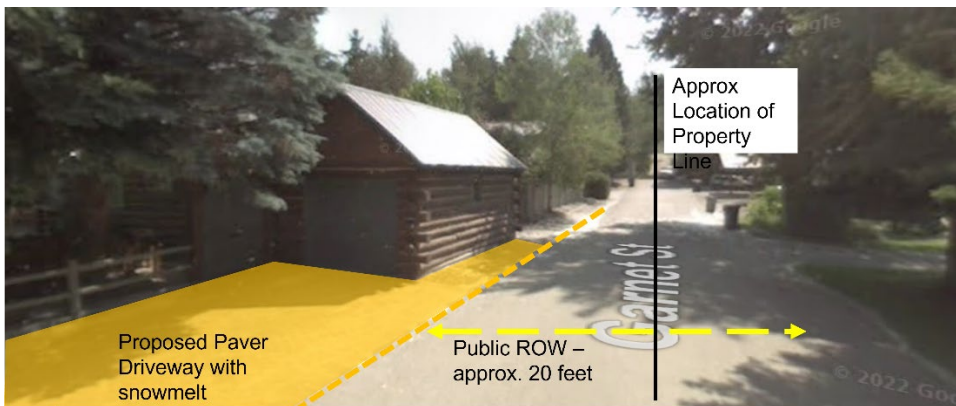


Figure 4: Proposed Snowmelt Location

As mentioned above, the proposed easement and improvements are recommended by staff as the preferred condition. Snow management operations will be significantly improved with the additional 15 feet of snow storage being provided regardless of the installation of a snowmelt system. However, the addition of the snowmelt system will further improve operations and make up for the snow storage are impeded by the location of the garage. The applicant has been notified of the ongoing discussion related to snowmelt within residential areas. The applicant is prepared to remove the snowmelt from the proposed plans if the City Council does not believe there to be a favorable tradeoff between sustainability goals and street maintenance efficiencies in this instance.

#### Sustainability

At the September 19, 2022, City Council meeting staff was directed to advise property owners within residential neighborhoods that the City Council was conducting policy discussions as to whether snowmelt would be permitted in the right-of-way based on the goals and objects of the 2020 Ketchum Sustainability Action Plan. Following that direction, staff has advised applicants that all proposals for snowmelt within the right-of-way are discouraged, are at the discretion of the council, and not guaranteed approval. In this instance, staff believes there to be a favorable tradeoff between the installation of snowmelt to increase safety and road maintenance efficiencies.

#### Financial Impact

There is no financial requirement from the city for this action.

#### Attachments

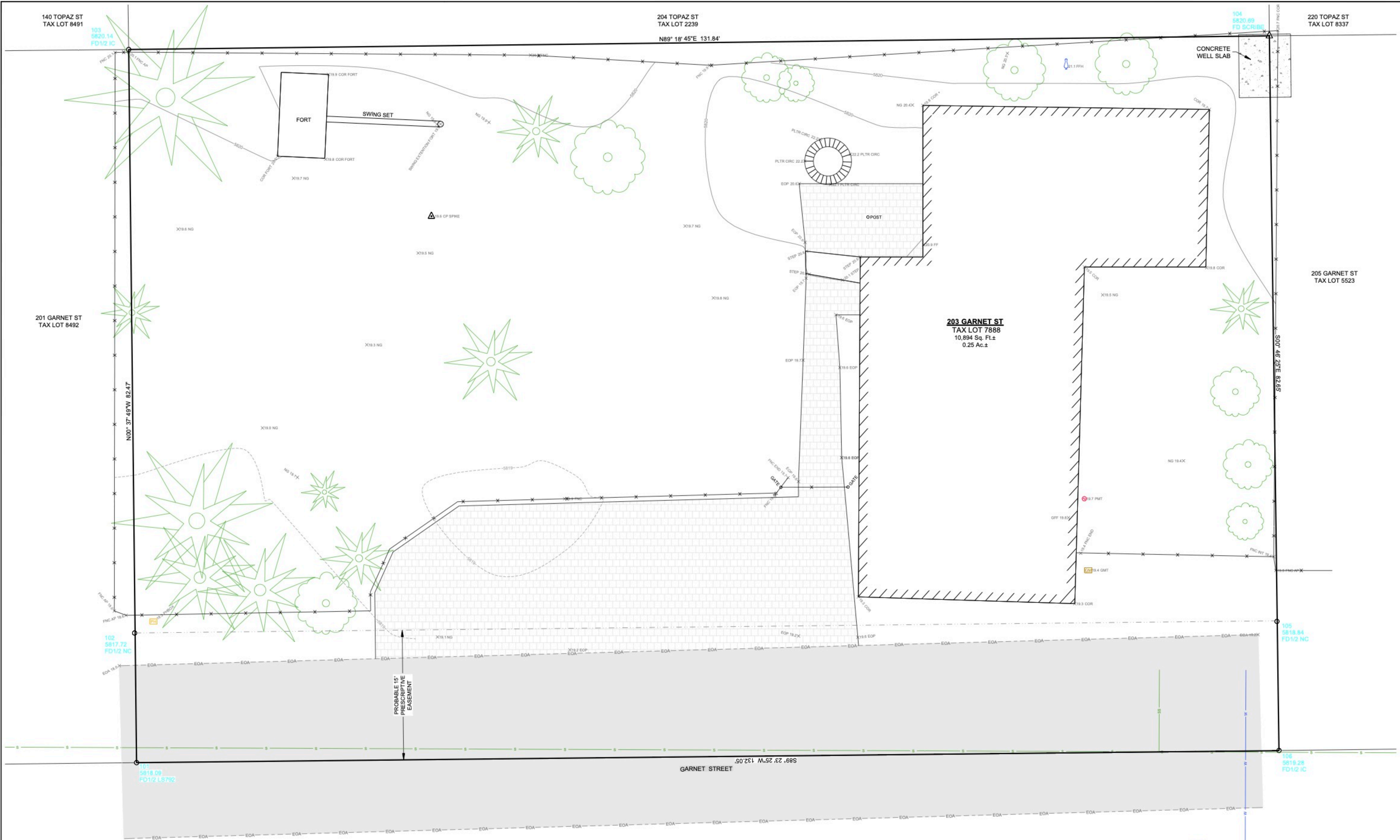
- A. Site Survey
- B. Right-of-Way Improvements Plan
- C. Easement and Encroachment Agreement 22790 and Exhibits



City of Ketchum

# ATTACHMENT A:

## Site Survey – 203 Garnet



140 TOPAZ ST  
TAX LOT 8491

204 TOPAZ ST  
TAX LOT 2239

220 TOPAZ ST  
TAX LOT 8337

201 GARNET ST  
TAX LOT 8492

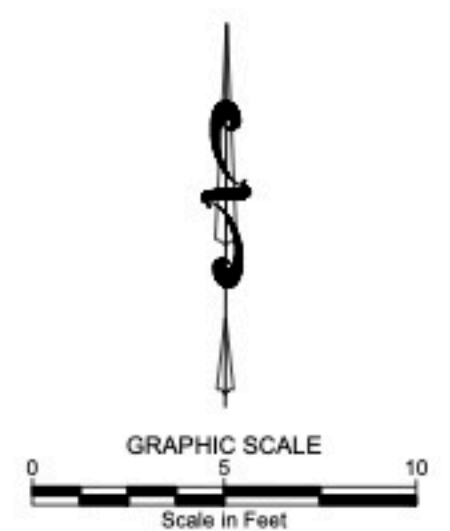
**203 GARNET ST**  
**TAX LOT 7888**  
10,894 Sq. Ft.±  
0.25 Ac.±

205 GARNET ST  
TAX LOT 5523

- NOTES**
- The purpose of this map is to show topographical information as it existed on the date the field survey was performed. Changes may have occurred to site conditions since survey date (01/06/2022).
  - Boundary information is based on Found Monumentation and the Record of Survey of Tax Lot 2238, recorded under Instrument No. 494330 records of Blaine County, Idaho. All found monuments have been accepted. The additional Document used in the course of this survey was the Record of Survey for Tax Lots 8265, 2241, 2246, and Parcel 1, Shelby Dukes Line Shift, Instrument Number 652396, records of Blaine County, Idaho.
  - Underground utility locations are based on above ground appurtenances, utilities visible at the time of the survey, and City Maps. Utilities should be located prior to any excavation.
  - Galena Engineering Inc. has not received a Title Policy from the client and has not been requested to obtain one. Relevant information that may be contained within a Title Policy may therefore not appear on this map and may affect items shown hereon. It is the responsibility of the client to determine the significance of the Title Policy information and determine whether it should be included. If the client desires for the information to be included they must furnish said information to Galena Engineering, Inc. and request it be added to this map.
  - Benchmark is top of 1/2" rebar(scribe) marking the northeast corner of the lot, elevation = 5820.69. Point elevations shown are truncated (i.e. 20.7 is 5820.7) Vertical Datum is NAVD 1988.
  - At the time of this survey, there was approximately 36" of snow on the ground. Due to said snow cover, it is possible that some ground features were unable to be seen or located. Galena Engineering accepts No responsibility for possible missing features due to the snow coverage. The pavers our front and the fence our front was buried in plowed snow. These locations are based on aerial photography.

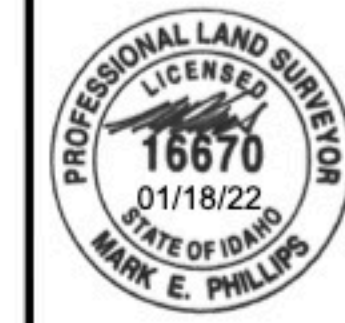
**LEGEND**

Property Line	Asphalt	CT = Conifer Tree
Adjoiner's Lot Line	Concrete Slab	DT = Deciduous Tree
Easement	Pavers	AP = Angle Point
5' Contour Interval	GMTR = Gas Meter	EOA = Edge of Asphalt
1' Contour Interval	PHBOX = Telephone Riser	EOP = Edge of Pavers
FNC = Fence Line	PMTR = Power Meter	FF = Finished Floor
Sewer Main	FFH = Frost Free Hydrant	IC = Illegible Cap
Sewer Service	FD1/2 = Found 1/2" Rebar	NC = No Cap
Water Main	CNTRL = Survey Control	NG = Natural Ground
Water Service		
Building		



**A TOPOGRAPHIC MAP SHOWING**  
**203 GARNET STREET**  
**TAX LOT 7888**

LOCATED WITHIN SECTION 18, T.4 N., R.18 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO  
PREPARED FOR MICHAEL & GEORGIA SUTTOR



DESIGNED BY  
JDV  
DRAWN BY  
SMF/MEP  
CHECKED BY

**GALENA**  
**ENGINEERING, INC.**  
Civil Engineers & Land Surveyors  
317 N. River Street  
Hailey, Idaho 83433  
(208) 768-1705  
email: galena@galena-engineering.com

**PURPOSE: CONSTRUCTION SET**

NO.	DATE	BY	REVISIONS

**TOPO**



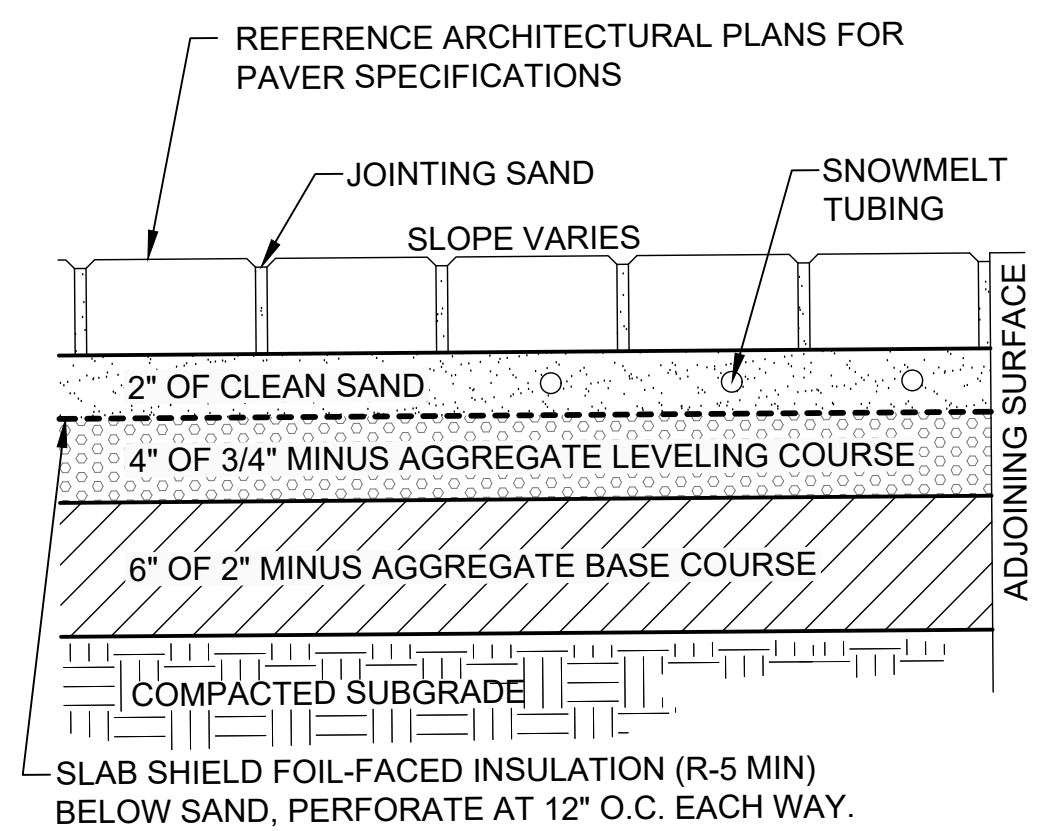
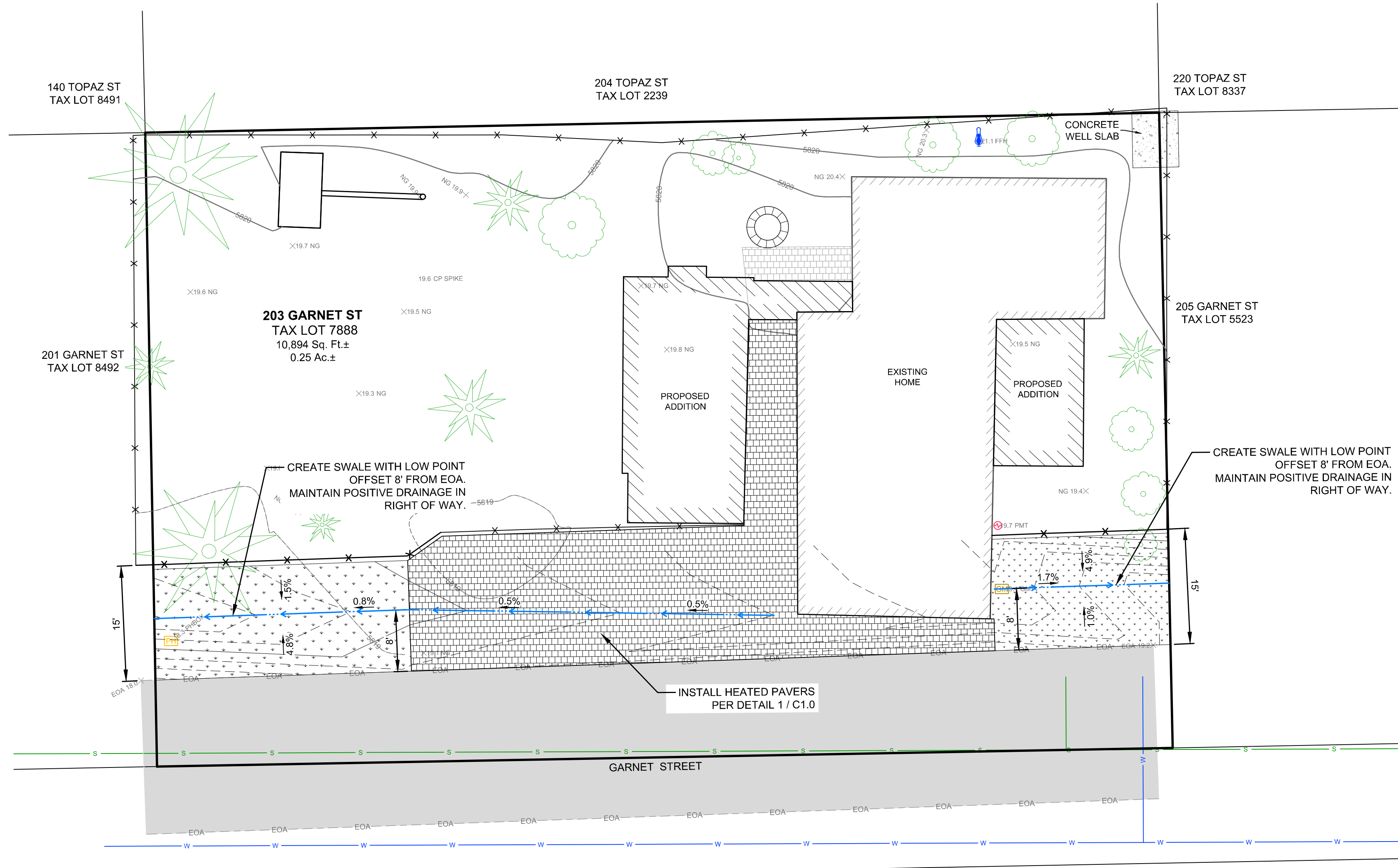
City of Ketchum

# ATTACHMENT B: Right-of-Way Improvement Plan

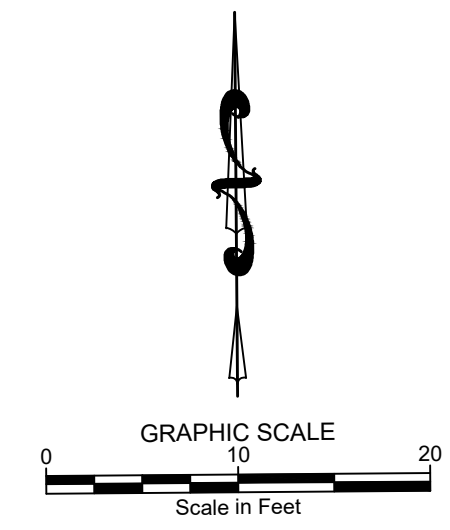


**GENERAL CONSTRUCTIONS NOTES**

- ALL CONSTRUCTION SHALL BE IN CONFORMANCE WITH THE MOST CURRENT EDITION OF THE "IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION" (ISPMC) AND CITY OF KETCHUM STANDARDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND KEEPING A COPY OF THE ISPMC AND CITY OF KETCHUM STANDARDS ON SITE DURING CONSTRUCTION.
- THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN ON THE PLANS IN AN APPROXIMATE WAY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING EXISTING UTILITIES PRIOR TO COMMENCING AND DURING THE CONSTRUCTION. THE CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH RESULT FROM HIS FAILURE TO ACCURATELY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. CONTRACTOR SHALL CALL DIGLINE (1-800-342-1585) TO LOCATE ALL EXISTING UNDERGROUND UTILITIES A MINIMUM OF 48 HOURS IN ADVANCE OF EXCAVATION.
- CONTRACTOR SHALL COORDINATE RELOCATIONS OF DRY UTILITY FACILITIES (POWER, CABLE, PHONE, TV) WITH THE APPROPRIATE UTILITY FRANCHISE.
- THE CONTRACTOR SHALL CLEAN UP THE SITE AFTER CONSTRUCTION SO THAT IT IS IN A CONDITION EQUAL TO OR BETTER THAN THAT WHICH EXISTED PRIOR TO CONSTRUCTION.
- THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION (THIS MAY INCLUDE ENCROACHMENT PERMITS AND NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) CONSTRUCTION GENERAL PERMIT (CGP) PERMIT COVERAGE).
- ALL CLEARING & GRUBBING SHALL CONFORM TO ISPMC SECTION 201.
- ALL EXCAVATION & EMBANKMENT SHALL CONFORM TO ISPMC SECTION 202. SUBGRADE SHALL BE EXCAVATED AND SHAPED TO LINE, GRADE, AND CROSS-SECTION SHOWN ON THE PLANS. THE SUBGRADE SHALL BE COMPACTED TO 95% OF MAXIMUM DENSITY AS DETERMINED BY ASTM D-698. THE CONTRACTOR SHALL WATER OR AERATE SUBGRADE AS NECESSARY TO OBTAIN OPTIMUM MOISTURE CONTENT. IN-LIEU OF DENSITY MEASUREMENTS, THE SUBGRADE MAY BE PROOF-ROLLED TO THE APPROVAL OF THE ENGINEER.
  - PROOF-ROLLING: AFTER EXCAVATION TO THE SUBGRADE ELEVATION AND PRIOR TO PLACING COURSE GRAVEL, THE CONTRACTOR SHALL PROOF ROLL THE SUBGRADE WITH A 5-TON SMOOTH DRUM ROLLER, LOADED WATER TRUCK, OR LOADED DUMP TRUCK, AS ACCEPTED BY THE ENGINEER. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF UNSUITABLE SUBGRADE MATERIAL AREAS, AND/OR AREAS NOT CAPABLE OF COMPACTION ACCORDING TO THESE SPECIFICATIONS. UNSUITABLE OR DAMAGED SUBGRADE IS WHEN THE SOIL MOVES, PUMPS AND/OR DISPLACES UNDER ANY TYPE OF PRESSURE INCLUDING FOOT TRAFFIC LOADS.
  - IF, IN THE OPINION OF THE ENGINEER, THE CONTRACTOR'S OPERATIONS RESULT IN DAMAGE TO, OR PROTECTION OF, THE SUBGRADE, THE CONTRACTOR SHALL, AT HIS OWN EXPENSE, REPAIR THE DAMAGED SUBGRADE BY OVER-EXCAVATION OF UNSUITABLE MATERIAL TO FIRM SUBSOIL, LINE EXCAVATION WITH GEOTEXTILE FABRIC, AND BACKFILL WITH FIT RUN GRAVEL.
- TRAFFIC CONTROL SHALL BE PER THE TRAFFIC CONTROL PLAN. CONTRACTOR WILL NEED TO MAINTAIN ACCESS TO ALL PRIVATE PROPERTIES, UNLESS OTHERWISE COORDINATE WITH THE PROPERTY OWNER THROUGH THE CITY ENGINEER.
- PER IDAHO CODE 55-1613, THE CONTRACTOR SHALL RETAIN AND PROTECT ALL MONUMENTS, ACCESSORIES TO CORNERS, BENCHMARKS AND POINTS SET IN CONTROL SURVEYS; ALL MONUMENTS, ACCESSORIES TO CORNERS, BENCHMARKS AND POINTS SET IN CONTROL SURVEYS THAT ARE LOST OR DISTURBED BY CONSTRUCTION SHALL BE REESTABLISHED AND RE-MONUMENTED, AT THE EXPENSE OF THE AGENCY OR PERSON CAUSING THEIR LOSS OR DISTURBANCE AT THEIR ORIGINAL LOCATION OR BY SETTING OF A WITNESS CORNER OR REFERENCE POINT OR A REPLACEMENT BENCHMARK OR CONTROL POINT, BY OR UNDER THE DIRECTION OF A PROFESSIONAL LAND SURVEYOR.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR HIRING A MATERIALS TESTING COMPANY DURING CONSTRUCTION TO VERIFY ALL COMPACTION AND MATERIAL PLAN AND SPECIFICATION REQUIREMENTS ARE MET. QUALITY CONTROL DOCUMENTATION OF TESTING FOR WORK IN RIGHT-OF-WAY MEETING CITY OF KETCHUM CODE SECTION 12.04.040 (CONCRETE, AGGREGATE BASE COMPACTION, ASPHALT COMPACTION) WILL BE NECESSARY FOR CERTIFICATE OF OCCUPANCY.
- BOUNDARY AND TOPOGRAPHIC INFORMATION SHOWN HEREON ARE PER A SURVEY CONDUCTED BY GALENA ENGINEERING 01/18/2022.



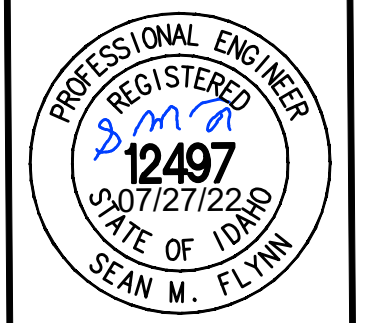
**1**  
C1.0 **PAVER DETAIL**  
N.T.S.



**LEGEND**

EXISTING ITEMS		PROPOSED ITEMS	
	Property Line		Relocated Fence Line
	Adjoiner's Lot Line		5' Contour Interval
	Centerline		1' Contour Interval
	Easement		FL = Flow Line of Swale
	5' Contour Interval		Heated Pavement per Detail 1 / C1.0
	1' Contour Interval		Grassed Swale
	DL = Dripline of Vegetation		
	FNC = Fence Line		
	Building		
	Asphalt		
	Pavers		
	CT = Conifer Tree		
	DT = Deciduous Tree		
	EOA = Gas Meter		EOA = Edge of Asphalt
	PH = Telephone Riser		EOP = Edge of Pavers
	PMTR = Power Meter		FF = Finished Floor
	S = Sewer Main		FL = Flow Line
	WM = Water Main		GB = Grade Break
	FFH = Frost Free Hydrant		IC = Illegible Cap
	AP = Angle Point		NC = No Cap
	BEG = Beginning		NG = Natural Ground
	COR = Corner		TA = Top of Asphalt
	EOA = Edge of Asphalt		
	EOP = Edge of Pavers		
	FL = Flow Line		
	GB = Grade Break		
	IC = Illegible Cap		
	NC = No Cap		
	NG = Natural Ground		
	TA = Top of Asphalt		

**RIGHT OF WAY IMPROVEMENT PLAN**  
**203 GARNET STREET**  
LOCATED WITHIN SECTION 18, T.4 N., R.18 E., B.M. CITY OF KETCHUM, BLAINE COUNTY, IDAHO  
PREPARED FOR MICHAEL & GEORGIA SUTTON



MS DESIGNED BY  
MS DRAWN BY  
SMF CHECKED BY

**GALENA ENGINEERING, INC.**  
Civil Engineers & Land Surveyors  
317 N. River Street  
Ketchum, ID 83335  
(208) 798-1705  
email: galena@galena-engineering.com

NO.	DATE	BY	REVISIONS

PURPOSE: ISSUE FOR PERMIT  
**C1.0**

REUSE OF DRAWINGS: These drawings, or any portion thereof, shall not be used on any Project or extension of this Project except by agreement in writing with Galema Engineering, Inc.



City of Ketchum

# ATTACHMENT C:

## Easement and Encroachment Agreement 22790 and Exhibits

Recording Requested By and  
When Recorded Return to:

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

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For Recording Purposes Do  
Not Write Above This Line

### EASEMENT AND ENCROACHMENT AGREEMENT 22790

This Easement Agreement (“Agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022 between the City of Ketchum, Blaine County, Idaho (“City”), whose address is 191 5<sup>th</sup> Street West, Ketchum, ID 83340 and Georgina Suttor Idaho Trust Dated April 10, 2015, and Georgina Anne Suttor Trustee (collectively referred to as “Grantors”).

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

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

WHEREAS, the Grantors are owners of real property located at 203 Garnet St, Ketchum ID 83340 (“subject property”), and

WHEREAS, the City has received a development application by Grantors for the construction of an addition to a building located at 203 Garnet Street (“subject property”); and

WHEREAS, there is no right of way dedication and access to the project site from dedicated right of way and in order to approve the proposed addition to the structure, the Grantors have agreed to dedicate a portion of the property at 203 Garnet Street for the purpose of public access for ingress and egress, snow storage and drainage, and the installation, operation, repair and maintenance of underground utility lines and mains; and

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

WHEREAS, there exists a garage attached to the single family dwelling unit that encroaches into said 15 foot wide easement, and

WHEREAS, Grantors wish to permit the replacement of the existing paver driveway,

extension of the paver driveway in front of the existing garage, installation of a driveway snowmelt system within the 15-foot-wide easement, and retention of the existing garage. These improvements are shown in **Exhibit “B”** attached hereto and incorporated herein (collectively referred to as the “Improvements”); and,

WHEREAS, the Grantor will remove existing encroachments including trees and fences within the 15 foot easement and construct drainage and landscape improvements as acceptable to the Streets and Facilities Director as shown in **Exhibit “C”**;

WHEREAS, City finds that said Improvements will not impede the use of said public right-of-way at this time subject to the terms and provisions of this Agreement;

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

1. Grant. Grantor hereby grants and conveys without warranty unto the City, its heirs, successors and assigns, subject to the terms and conditions herein contained, a non-exclusive unobstructed public right of way access easement upon Grantor’s property, as depicted in **Exhibit A** attached hereto and incorporated herein by this reference, for the purpose of public access for ingress and egress, snow storage and drainage, and the installation, operation, repair and maintenance of underground utility lines and mains. Grantors may not relocate the Easement Premises without the prior written consent of the City.

2. Conditions of Use.

a. Public access for ingress and egress upon, over and under the Easement Premises; and

b. Installation, operation, repair and maintenance of underground utility lines and mains thereon, together with the right to install, operate and maintain gas and water mains, sewer lines, culverts and drainage ditches, and other services and appurtenances thereto, and together with the right to repair and maintain a roadway including asphalt paving on appropriate base; and

c. Snow storage and drainage; and

d. No improvements, fencing, landscaping or other features shall be placed in the Easement other than what is depicted in **Exhibit B** including pavers, snowmelt, and the existing garage. The Easement shall remain unobstructed. Parking in the driveway within the easement is not permitted in winter months. The existing non-conforming garage located in the easement is permitted to remain until such time when a substantial improvement is made to the property. Any addition to the garage shall occur outside the easement area. If the garage is demolished or substantially remodeled, the replacement building shall be located outside of the easement.

e. City shall permit Grantors to install Improvements identified in **Exhibit B** within the 15-foot easement depicted in **Exhibit A**, until notified by City to remove the

infrastructure at which time Grantors shall remove infrastructure at Grantors' expense.

f. Grantors shall be responsible for the maintenance of said Improvements and shall repair said improvements within 48 hours upon notice from City that repairs are needed.

g. Snowmelt system shall be installed as certified in "Residential Snowmelt Installation Certificate" included as **Exhibit D** and operate at all times during the winter according to the following:

The system shall meet the requirements of the International Energy Conservation Code (2018 IECC, 403.12.2)

The system shall have an electronic main control board to operate the system that is programmable and optimizes the way the system functions.

Installation of in-ground control sensors linked to the main control board that detect snow and ice on the surface, monitor the sidewalk or driveway temperature, and automatically activates the system to be turned on or off based on the snow condition and air temperature.

h. Grantors shall be responsible for restoring any asphalt within Garnet Street that is altered due to the construction and installation of the Improvements, to the satisfaction of the Director of Streets and Facilities.

i. In consideration of City allowing Grantors to maintain the Improvements in the easement, Owner agrees to indemnify and hold harmless City from and against any and all claims of liability for any injury or damage to any person or property arising from the Improvements constructed, installed and maintained in the easement or from street maintenance and snow removal operations within Garnet Street. Grantors shall further indemnify and hold City harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Grantors' part to be performed under this Agreement, or arising from any negligence of Grantors or Grantors' agents, contractors or employees and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such action or proceeding brought thereon. In the event any action or proceeding is brought against City by reason of such claim, Grantors, upon notice from City, shall defend City at Grantors' expense by counsel satisfactory to City. Grantors, as a material part of the consideration to City, hereby assumes all risk of damages to property or injury to persons in, upon or about the Improvements constructed, installed and maintained in the easement arising from the construction, installation and maintenance of said Improvements or from street maintenance and snow removal operations within Garnet Street and Grantors hereby waive all claims in respect thereof against City.

j. City shall not be liable for injury to Grantors' business or loss of income therefrom or for damage which may be sustained by the person, goods, wares, merchandise or property of Grantors, its tenants, employees, invitees, customers, agents or contractors or any other person in or about the Subject Property caused by or resulting

from the Improvements constructed, installed, removed or maintained in the easement or from street maintenance and snow removal operations within Garnet Street.

k. Grantors understand and agree that by maintaining the Improvements in the easement pursuant to this Agreement, Grantors obtain no claim or interest in said easement, other than what is stipulated herein, which is adverse to that of City and that Grantors obtain no exclusive right to said easement nor any other right to use the easement not specifically described herein.

3. Termination of Easement. This easement will be terminated at such time as the City has determined such easement is no longer necessary for public access for ingress and egress and the installation, operation, repair and maintenance of underground utility lines and mains.

4. Binding Effect. The terms of this Agreement shall be a covenant binding and effective upon all parties, and shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns.

5. Recording. This Agreement shall be recorded with the Blaine County Recorder by the City.

6. Remedies. If either party shall fail to perform such party's obligations under the easement described herein for any reason, the other party may pursue any and all remedies at law or equity; provided, however, that the parties affected by any such failures agree to meet and confer to attempt to mediate a settlement in good faith prior to initiating litigation.

7. Attorneys' Fees. In the event either party initiates or defends any legal action or proceeding in any way connected with this easement, the prevailing party in any such action or proceeding shall be entitled to recover from the losing party its reasonable costs and attorney's fees.

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

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

By: \_\_\_\_\_

By: \_\_\_\_\_  
Neil Bradshaw, Mayor

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Lisa Enourato, Interim City Clerk







EXHIBIT A

# *GALENA ENGINEERING, INC.*

*CIVIL ENGINEERING & LAND SURVEYING*

## **Legal Description for a Snow Storage Easement**

### **Section 18, Township 4 North, Range 18 East Boise Meridian, City of Ketchum, Blaine County, Idaho**

A legal description for a parcel of land situated within Tax Lot 7888, Gem Street Subdivision; more particularly described as follows:

Commencing at a 1/2" Rebar by LS792, marking the Southwest property corner of Tax Lot 7888, from which a 1/2" Rebar with No Cap, marking the Southeast property corner of Tax Lot 7888, lies N89°23'25"E, 132.05 feet distant, thence proceeding N00°37'49"W, 11.26 feet, along the westerly boundary of Tax Lot 7888, to the TRUE POINT OF BEGINNING;

Thence N00°37'49"W, 15.00 feet, along the westerly boundary of said Tax Lot 7888, to a point;

Thence N88°26'01"E, 132.00 feet, to a point;

Thence S00°46'25"E, 15.00 feet, along the easterly boundary of said Tax Lot 7888, to a point;

Thence S88°26'01"W, 132.04 feet, to the TRUE POINT OF BEGINNING, containing 1,980 Sq. Ft. (0.05 Ac.), more or less, as determined by computer methods.

DRAFT

140 TOPAZ ST  
TAX LOT 8491

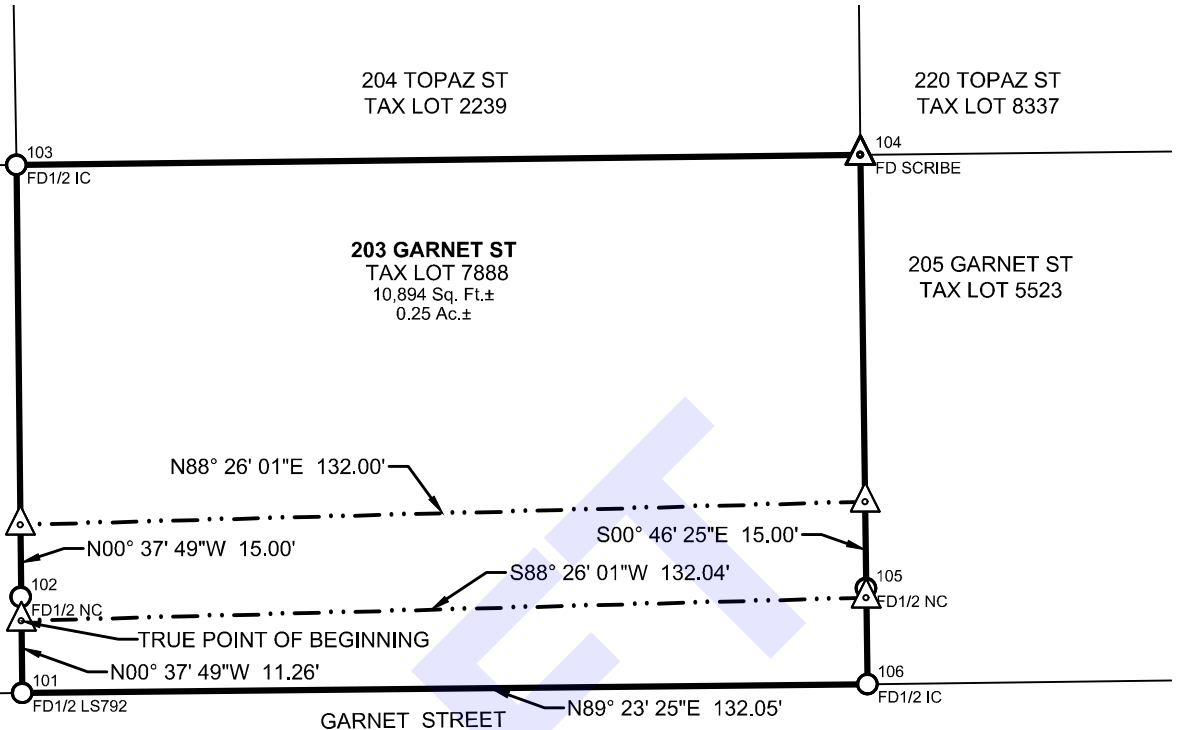
204 TOPAZ ST  
TAX LOT 2239

220 TOPAZ ST  
TAX LOT 8337

201 GARNET ST  
TAX LOT 8492

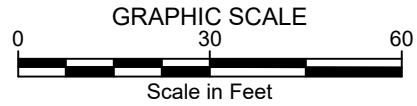
**203 GARNET ST**  
TAX LOT 7888  
10,894 Sq. Ft.±  
0.25 Ac.±

205 GARNET ST  
TAX LOT 5523



### LEGEND

- Property Line
- Adjoiner's Lot Line
- Centerline
- Proposed Easement
- FD1/2 = Found 1/2" Rebar
- Calculated Point, Nothing Set



REUSE OF DRAWINGS: These drawings, or any portion thereof, shall not be used on any Project or extensions of this Project except by agreement in writing with Galena Engineering, Inc..

**Galena Engineering Inc.**

Civil Engineers & Land Surveyors  
 317 N. River Street  
 Halley, Idaho 83333  
 (208) 788-1705  
 (208) 788-4612 fax  
 email galena@galena-engineering.com

AN EXHIBIT MAP SHOWING  
**A SNOW STORAGE EASEMENT ON TAX LOT 7888**  
 WITHIN S 18, T.4N., R.18E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO  
 PREPARED FOR MICHAEL & GEORGIA SUTTOR

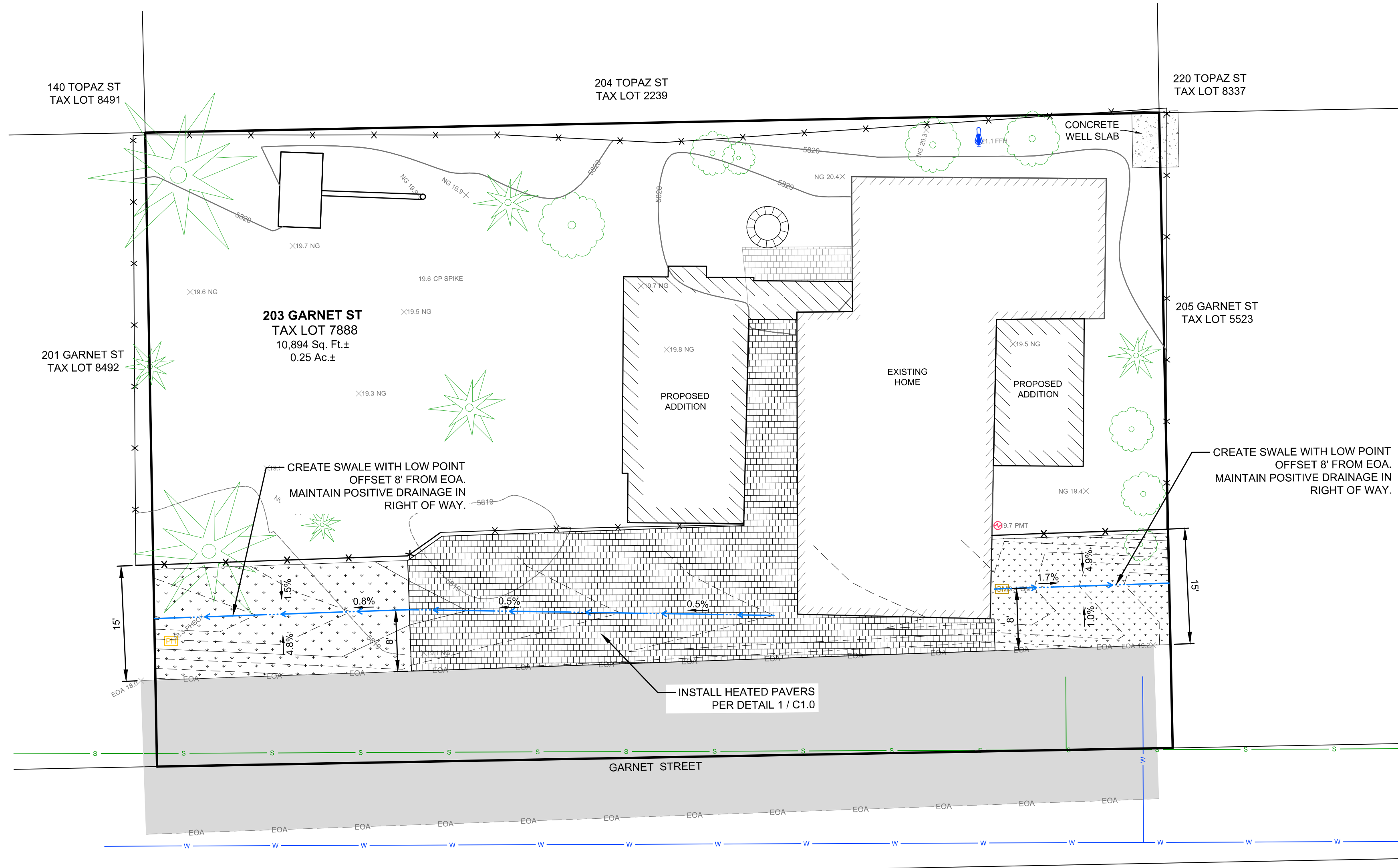
PROJECT INFORMATION  
 P:\sdsproj\5860-02\dwg\Boundary-Plat\5860-02 Easement.dwg 09/29/22 11:17:24 AM

**EXHIB**

EXHIBIT B

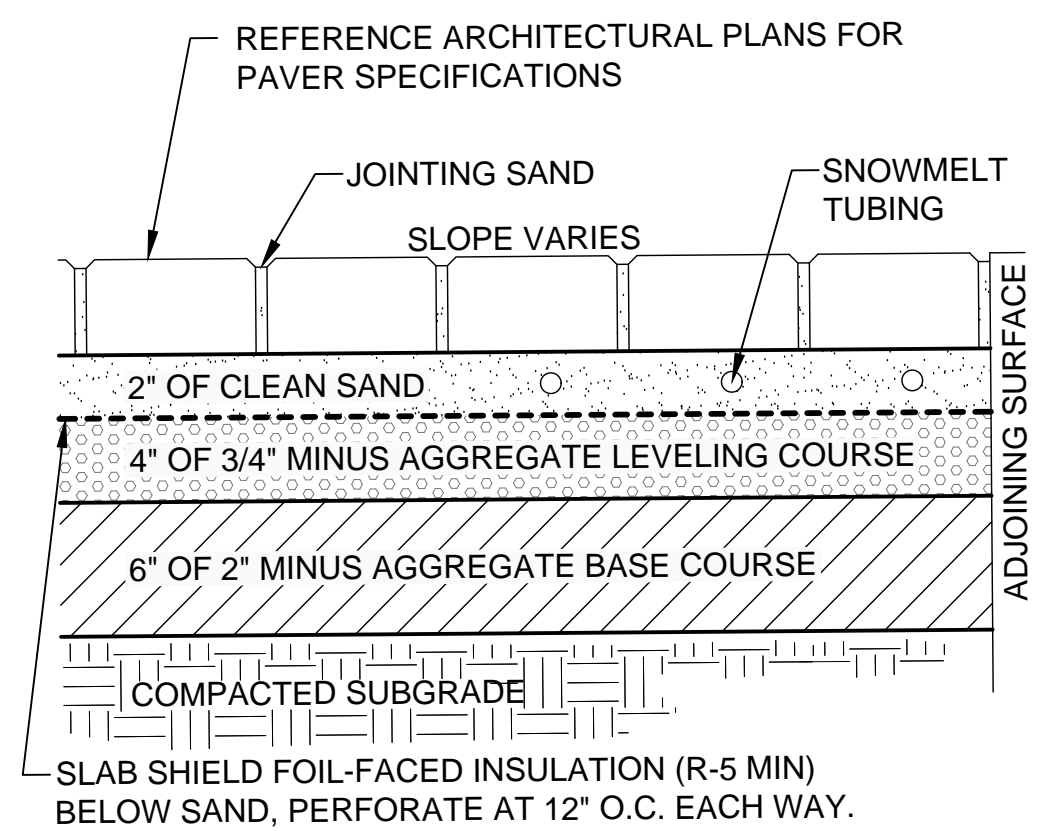
**GENERAL CONSTRUCTIONS NOTES**

- ALL CONSTRUCTION SHALL BE IN CONFORMANCE WITH THE MOST CURRENT EDITION OF THE "IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION" (ISPMC) AND CITY OF KETCHUM STANDARDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND KEEPING A COPY OF THE ISPMC AND CITY OF KETCHUM STANDARDS ON SITE DURING CONSTRUCTION.
- THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN ON THE PLANS IN AN APPROXIMATE WAY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING EXISTING UTILITIES PRIOR TO COMMENCING AND DURING THE CONSTRUCTION. THE CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH RESULT FROM HIS FAILURE TO ACCURATELY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. CONTRACTOR SHALL CALL DIGLINE (1-800-342-1585) TO LOCATE ALL EXISTING UNDERGROUND UTILITIES A MINIMUM OF 48 HOURS IN ADVANCE OF EXCAVATION.
- CONTRACTOR SHALL COORDINATE RELOCATIONS OF DRY UTILITY FACILITIES (POWER, CABLE, PHONE, TV) WITH THE APPROPRIATE UTILITY FRANCHISE.
- THE CONTRACTOR SHALL CLEAN UP THE SITE AFTER CONSTRUCTION SO THAT IT IS IN A CONDITION EQUAL TO OR BETTER THAN THAT WHICH EXISTED PRIOR TO CONSTRUCTION.
- THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION (THIS MAY INCLUDE ENCROACHMENT PERMITS AND NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) CONSTRUCTION GENERAL PERMIT (CGP) PERMIT COVERAGE).
- ALL CLEARING & GRUBBING SHALL CONFORM TO ISPMC SECTION 201.
- ALL EXCAVATION & EMBANKMENT SHALL CONFORM TO ISPMC SECTION 202. SUBGRADE SHALL BE EXCAVATED AND SHAPED TO LINE, GRADE, AND CROSS-SECTION SHOWN ON THE PLANS. THE SUBGRADE SHALL BE COMPACTED TO 95% OF MAXIMUM DENSITY AS DETERMINED BY ASTM D-698. THE CONTRACTOR SHALL WATER OR AERATE SUBGRADE AS NECESSARY TO OBTAIN OPTIMUM MOISTURE CONTENT. IN-LIEU OF DENSITY MEASUREMENTS, THE SUBGRADE MAY BE PROOF-ROLLED TO THE APPROVAL OF THE ENGINEER.
- PROOF-ROLLING:** AFTER EXCAVATION TO THE SUBGRADE ELEVATION AND PRIOR TO PLACING COURSE GRAVEL, THE CONTRACTOR SHALL PROOF ROLL THE SUBGRADE WITH A 5-TON SMOOTH DRUM ROLLER, LOADED WATER TRUCK, OR LOADED DUMP TRUCK, AS ACCEPTED BY THE ENGINEER. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF UNSUITABLE SUBGRADE MATERIAL AREAS, AND/OR AREAS NOT CAPABLE OF COMPACTION ACCORDING TO THESE SPECIFICATIONS. UNSUITABLE OR DAMAGED SUBGRADE IS WHEN THE SOIL MOVES, PUMPS AND/OR DISPLACES UNDER ANY TYPE OF PRESSURE INCLUDING FOOT TRAFFIC LOADS.
- IF, IN THE OPINION OF THE ENGINEER, THE CONTRACTOR'S OPERATIONS RESULT IN DAMAGE TO, OR PROTECTION OF, THE SUBGRADE, THE CONTRACTOR SHALL, AT HIS OWN EXPENSE, REPAIR THE DAMAGED SUBGRADE BY OVER-EXCAVATION OF UNSUITABLE MATERIAL TO FIRM SUBSOIL, LINE EXCAVATION WITH GEOTEXTILE FABRIC, AND BACKFILL WITH FIT RUN GRAVEL.
- TRAFFIC CONTROL SHALL BE PER THE TRAFFIC CONTROL PLAN. CONTRACTOR WILL NEED TO MAINTAIN ACCESS TO ALL PRIVATE PROPERTIES, UNLESS OTHERWISE COORDINATE WITH THE PROPERTY OWNER THROUGH THE CITY ENGINEER.
- PER IDAHO CODE § 55-1613, THE CONTRACTOR SHALL RETAIN AND PROTECT ALL MONUMENTS, ACCESSORIES TO CORNERS, BENCHMARKS AND POINTS SET IN CONTROL SURVEYS; ALL MONUMENTS, ACCESSORIES TO CORNERS, BENCHMARKS AND POINTS SET IN CONTROL SURVEYS THAT ARE LOST OR DISTURBED BY CONSTRUCTION SHALL BE RE-ESTABLISHED AND RE-MONUMENTED, AT THE EXPENSE OF THE AGENCY OR PERSON CAUSING THEIR LOSS OR DISTURBANCE AT THEIR ORIGINAL LOCATION OR BY SETTING OF A WITNESS CORNER OR REFERENCE POINT OR A REPLACEMENT BENCHMARK OR CONTROL POINT, BY OR UNDER THE DIRECTION OF A PROFESSIONAL LAND SURVEYOR.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR HIRING A MATERIALS TESTING COMPANY DURING CONSTRUCTION TO VERIFY ALL COMPACTION AND MATERIAL PLAN AND SPECIFICATION REQUIREMENTS ARE MET. QUALITY CONTROL DOCUMENTATION OF TESTING FOR WORK IN RIGHT-OF-WAY MEETING CITY OF KETCHUM CODE SECTION 12.04.040 (CONCRETE, AGGREGATE BASE COMPACTION, ASPHALT COMPACTION) WILL BE NECESSARY FOR CERTIFICATE OF OCCUPANCY.
- BOUNDARY AND TOPOGRAPHIC INFORMATION SHOWN HEREON ARE PER A SURVEY CONDUCTED BY GALENA ENGINEERING 01/18/2022.



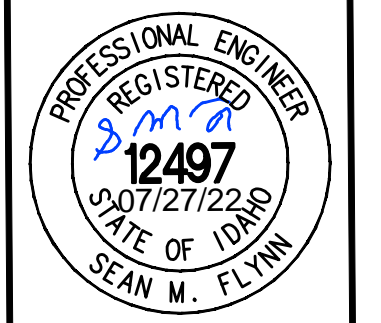
**LEGEND**

EXISTING ITEMS		PROPOSED ITEMS	
—	Property Line	—	Relocated Fence Line
—	Adjoiner's Lot Line	—	5' Contour Interval
—	Centerline	—	1' Contour Interval
—	Easement	—	FL = Flow Line of Swale
—	5' Contour Interval	—	Heated Pavers per Detail 1 / C1.0
—	1' Contour Interval	—	Grassed Swale
—	DL = Dripline of Vegetation		
—	FNC = Fence Line		
—	Building		
—	Asphalt		
—	Pavers		
—	CT = Conifer Tree		
—	DT = Deciduous Tree		
—	EA = Gas Meter		
—	PH = Telephone Riser		
—	PMTR = Power Meter		
—	Sewer Main		
—	WM = Water Main		
—	FFH = Frost Free Hydrant		
—	AP = Angle Point		
—	BEG = Beginning		
—	COR = Corner		
—	EOA = Edge of Asphalt		
—	EOP = Edge of Pavers		
—	FF = Finished Floor		
—	FL = Flow Line		
—	GB = Grade Break		
—	IC = Illegible Cap		
—	NC = No Cap		
—	NG = Natural Ground		
—	TA = Top of Asphalt		



**1**  
C1.0 **PAVER DETAIL**  
N.T.S.

**RIGHT OF WAY IMPROVEMENT PLAN**  
**203 GARNET STREET**  
LOCATED WITHIN SECTION 18, T.4N, R.18E, B.M. CITY OF KETCHUM, BLAINE COUNTY, IDAHO  
PREPARED FOR MICHAEL & GEORGIA SUTTON



MS DESIGNED BY  
MS DRAWN BY  
SMF CHECKED BY

**GALENA ENGINEERING, INC.**  
Civil Engineers & Land Surveyors  
317 N. River Street  
Ketchum, ID 83335  
(208) 798-1705  
email: galena@galena-engineering.com

NO.	DATE	BY	REVISIONS

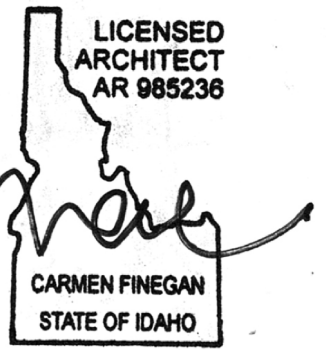
PURPOSE: ISSUE FOR PERMIT  
C1.0

REUSE OF DRAWINGS: These drawings, or any portion thereof, shall not be used on any Project or extension of this Project except by agreement in writing with Galeana Engineering, Inc.

EXHIBIT C



105 LEWIS ST. # 103B  
KETCHUM, ID 83340  
P.O. BOX 1148  
SUN VALLEY, ID 83353  
208.720.8508  
CARMENFINEGAN.COM



DRAWINGS AND DESIGN CONCEPTS ARE EXCLUSIVE PROPERTY OF THE ARCHITECT. ANY UNAUTHORIZED USE OR REPRODUCTION IS PROHIBITED BY LAW © 2020.

**SUTTOR ADDITION**  
**203 GARNET STREET KETCHUM IDAHO**  
KETCHUM, IDAHO 83340

SCALE

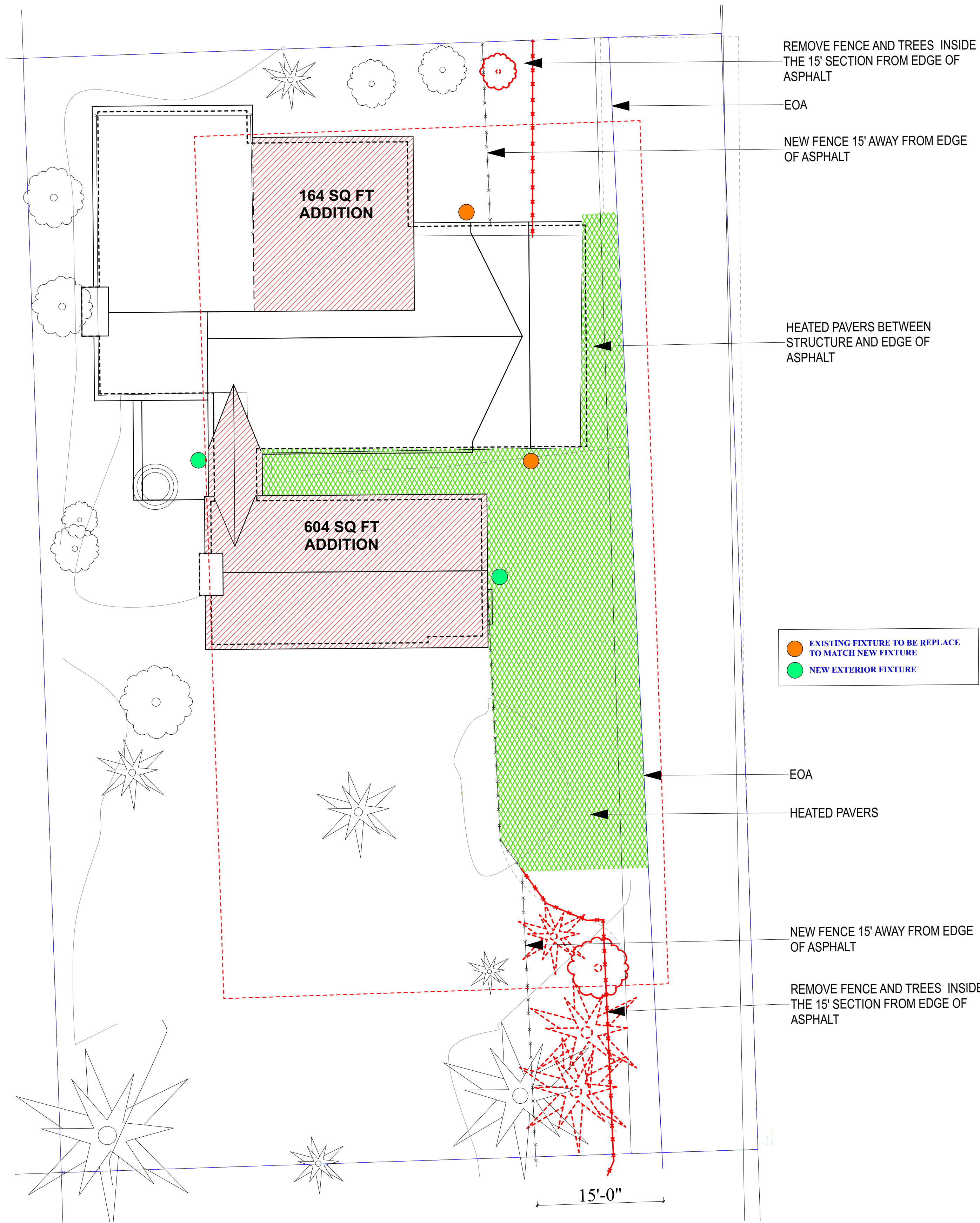
1/8" = 1'-0"

SHEET TITLE

ARCH. SITE  
PLAN /  
EXTERIOR  
LIGHTING

**A1.0**

PRINT DATE: Monday, August 15, 2022



● EXISTING FIXTURE TO BE REPLACE TO MATCH NEW FIXTURE  
● NEW EXTERIOR FIXTURE

● EXISTING FIXTURE TO BE REPLACE TO MATCH NEW FIXTURE  
● NEW EXTERIOR FIXTURE

HUBBARDTON FORGE.

PRODUCT SPECIFICATIONS



**Erlenmeyer Dark Sky Friendly Outdoor Sconce**

Base Item #307716  
Configured Item #307716-1002  
307716-SKT-10-70

**FINISH**  
Coastal Black - 10

**ACCENT**  
Coastal Gold - 70

**LAMPING**  
Incandescent

OPTIONS

FINISH	ACCENT	LAMPING
Coastal Black - 10	Black - 10	Incandescent
Coastal Natural Iron - 20	Natural Iron - 20	
Coastal Gold - 70	Coastal Gold - 70	
Coastal Mahogany - 73	Coastal Mahogany - 73	
Coastal Bronze - 75	Coastal Bronze - 75	
Coastal Dark Smoke - 77	Coastal Dark Smoke - 77	
Coastal Burnished Steel - 78	Coastal Burnished Steel - 78	

SPECIFICATIONS

**Erlenmeyer Dark Sky Friendly Outdoor Sconce**

Base Item #: 307716  
Configured Item #: 307716-1002  
307716-SKT-10-70

Aluminum direct wire exterior sconce with finish options. Includes a bulb shield in your choice of accent finish which focuses the light downwards. Designed and built to Dark Sky standards.

- Handcrafted to order by skilled artisans in Vermont, USA
- Lifetime Limited Warranty when installed in residential setting
- Features our robust Coastal Outdoor finish specifically formulated to resist some of the harshest environmental conditions.

**Dimensions**

Height	11.30"
Width	5.00"
Projection	5.10"
Product Weight	2.00 lbs
Backplate	9.90" x 5.00"
Vertical Mounting Height	4.90"
Packed Weight	5.00 lbs
Shipping (DIM) Weight	28.00 lbs

**Incandescent Lamping**  
Socket: G-9 Halogen  
Bulb: G-9, 60W Max  
Number of Bulbs: 1 (included)  
IES Files Available: Y

**Location Rating**  
Outdoor Wet

**Safety Rating**  
UL, CUL listed

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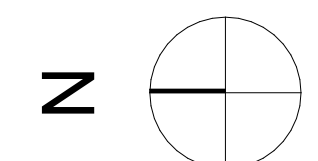




EXHIBIT D



City of Ketchum  
Planning & Building

### RESIDENTIAL SNOWMELT INSTALLATION CERTIFICATE

PROPERTY OWNER'S NAME: \_\_\_\_\_

PROPERTY ADDRESS: \_\_\_\_\_

LEGAL DESCRIPTION: \_\_\_\_\_

PARCEL NUMBER: \_\_\_\_\_

#### INSTALLATION CONTRACTOR INFORMATION

COMPANY NAME: \_\_\_\_\_

CONTRACTOR ADDRESS: \_\_\_\_\_

CONTRACTOR PHONE: \_\_\_\_\_

CONTRACTOR EMAIL: \_\_\_\_\_

**Pursuant to the requirements of Right-of-Way Encroachment Agreement # \_\_\_\_\_, the installation contractor certifies the following:**

\_\_\_\_\_ I certify that the system proposed meets all requirements of the International Energy Conservation Code (2018 IECC, 403.12.2).

\_\_\_\_\_ I certify that insulation will be installed below and along the perimeter of the system and that the insulation is rated \_\_\_\_\_.

\_\_\_\_\_ I certify that the boiler/heatpump/other (circle one) operates at a \_\_\_\_\_ percent efficiency.

Boiler/Heatpump Model Number: \_\_\_\_\_

Other: \_\_\_\_\_

\_\_\_\_\_ I certify that geofabric will be installed under the pavers to ensure positive drainage off the driveway or sidewalk.

\_\_\_\_\_ I certify that the system will be operated by an electronic main control board that optimizes the way the system functions and minimizes inefficiencies to the greatest degree possible.

\_\_\_\_\_ I certify that the system will be installed with in-ground control sensors, linked to the main control board, that detect snow and ice on the surface, monitor the sidewalk or driveway temperature, and automatically activates the system to be turned on or off based on the snow condition and air temperature.

By, Installation Contractor:

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

By, Owner:

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_, )

) ss.

County of \_\_\_\_\_.

On this \_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned Notary Public in and for said State, personally appeared \_\_\_\_\_ (Installation Contractor), known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same.

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

\_\_\_\_\_

Notary Public for \_\_\_\_\_

Residing at \_\_\_\_\_

Commission expires \_\_\_\_\_

STATE OF \_\_\_\_\_, )

) ss.

County of \_\_\_\_\_.

On this \_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned Notary Public in and for said State, personally appeared \_\_\_\_\_ (Owner), known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same.

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

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
Residing at \_\_\_\_\_  
Commission expires \_\_\_\_\_