



City of Ketchum

### CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: 

September 18, 2023
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 Staff Member/Dept: 

Paige Nied, Associate Planner Planning and Building Department
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Agenda Item: 

Recommendation to Approve the Okada Townhomes Subdivision Final Plat and Adopt the Findings of Fact, Conclusions of Law, and Decision.
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**Recommended Motion:**

I move to approve the Okada Townhomes Subdivision Final Plat and adopt the Findings of Fact, Conclusions of Law, and Decision.
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**Reasons for Recommendation:**

- |  |
|--|
| <ul style="list-style-type: none"><li>• The request meets all applicable standards for Preliminary Plats and Townhouse Subdivisions as specified in the Ketchum Municipal Code’s Subdivision (Title 16) regulations.</li></ul> |
| <ul style="list-style-type: none"><li>• The Preliminary Plat application was approved by City Council on November 1, 2021, following recommendation by the Planning and Zoning Commission on September 21, 2021.</li></ul>     |
| <ul style="list-style-type: none"><li>• All conditions of approval of the Preliminary Plat have been met.</li></ul>  |
| <ul style="list-style-type: none"><li>• All city departments have reviewed the proposal and have no concerns with the proposed lot line shift.</li></ul>   |

**Policy Analysis and Background:**

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**Sustainability Impact:**

This application has no impact on the City’s ability to meet the Ketchum Sustainability Action Plan.
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**Financial Impact:**

None	There is no financial request to the City of Ketchum for the application and therefore no budget implications.
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**Attachments:**

- |  |
|--|
| 1. Townhouse Subdivision Final Plat Application and Supplemental Documents |
| 2. Final Plat  |
| 3. Draft Findings of Fact, Conclusions of Law, and Decision                |



City of Ketchum

# Attachment 1: Townhouse Subdivision Final Plat Application and Supplemental Documents



**City of Ketchum  
Planning & Building**


OFFICIAL USE ONLY	
Application Number:	P23-057
Date Received:	6/15/23
By:	HLN
Fee Paid:	\$750
Approved Date:	
By:	

**Subdivision Application**

Submit completed application and payment to the Planning and Building Department, PO Box 2315, Ketchum, ID 83340 or hand deliver to Ketchum City Hall, 480 East Ave. N., Ketchum. If you have questions, please contact the Planning and Building Department at (208) 726-7801. To view the Development Standards, visit the City website at: [www.ketchumidaho.org](http://www.ketchumidaho.org) and click on Municipal Code.

APPLICANT INFORMATION			
Name of Proposed Subdivision: OKADA SUBDIVISION			
Owner of Record: ROBERT L. OKADA			
Address of Owner: PO BOX 6838, KETCHUM, ID 83340			
Representative of Owner: DAVE PATRIE, GALENA-BENCHMARK ENGINEERING			
Legal Description: T4N, R17E, SEC. 11, TAX LOT 3215			
Street Address: 407 BALD MOUNTAIN ROAD			
SUBDIVISION INFORMATION			
Number of Lots/Parcels: 2 SUBLOTS			
Total Land Area: +/- 8,838 S.F.			
Current Zoning District: GR-L			
Proposed Zoning District: GR-L			
Overlay District: NONE			
TYPE OF SUBDIVISION			
Condominium <input type="checkbox"/>	Land <input type="checkbox"/>	PUD <input type="checkbox"/>	Townhouse <input checked="" type="checkbox"/>
Adjacent land in same ownership in acres or square feet:			
Easements to be dedicated on the final plat: A 10' PUBLIC UTILITY EASEMENT AND A 6' SNOW STORAGE EASEMENT.			
Briefly describe the improvements to be installed prior to final plat approval: Townhouse on Sublot 2; asphalt d/w's, gravel shoulder, landscaping, drywells, water & sewer services, utility installations.			
ADDITIONAL INFORMATION			
All lighting must be in compliance with the City of Ketchum's Dark Sky Ordinance			
One (1) copy of Articles of Incorporation and By-Laws of Homeowners Associations and/or Condominium Declarations			
One (1) copy of current title report and owner's recorded deed to the subject property			
One (1) copy of the preliminary plat			
All files should be submitted in an electronic format.			

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

  
Applicant Signature

6/14/23  
Date



**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: April 16, 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:

- the amount of liability stated in Schedule A;
- 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
- 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**

- 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.
- 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.
- 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**

- 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.
- 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**

- 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.
- Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- 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.** 21410678  
**State:** ID  
**County:** Blaine

<u>Guarantee No.</u>	<u>Liability</u>	<u>Date of Guarantee</u>	<u>Fee</u>
G-0000768855158	\$1,000.00	April 16, 2021 at 7:30 a.m.	\$150.00

**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):**

TOWNSHIP 4 NORTH RANGE 17 EAST, BOISE MERIDIAN, BLAINE COUNTY, IDAHO

Section 11: A parcel of land within the SE $\frac{1}{4}$ SE $\frac{1}{4}$ , more particularly described by metes and bounds as follows:

Commencing at a brass cap marking the Northwest corner of the Southwest Quarter of the Southeast Quarter, Section 11, Township 4 North, Range 17 East, Boise Meridian, Blaine County, Idaho; thence

South 89°56' East 440.0 feet to an "X" on a stone on the southerly boundary of Warm Springs Road; thence  
North 84°39' East 928.40 feet along the southerly boundary of Warm Springs Road; thence  
South 251.8 feet to a 1/2" rebar, said rebar marking the TRUE POINT OF BEGINNING; thence  
North 68°19' East 75.0 feet to a 1/2" rebar; thence  
South 21°41' East 91.7 feet to a 1/2" rebar; thence  
South 54°00' West 99.1 feet to a 1/2" rebar; thence  
North 11°26' West 118.1 feet to a 1/2" rebar, said rebar marking the TRUE POINT OF BEGINNING.

Also known as Tax Lot 3215

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

Deed Type: Warranty Deed  
Grantors: Mark S. Harbaugh, an unmarried man  
Grantees: Robert L. Okada, a single man  
Recorded Date: May 29, 1997  
Instrument: 402315  
[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. **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.**
5. **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:

[407 Bald Mountain Rd](#), Ketchum, ID 83340

2. Taxes, including any assessments collected therewith, for the year 2020 for which the first installment is paid, and the second installment is due and payable on or before June 21, 2021.

Parcel Number: [RPK4N170110360](#)

Original Amount: \$2,781.76

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

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

5. An easement for the purpose shown below and rights incidental thereto as set forth in a document.

Granted to: Idaho Power Company

Purpose: Public Utilities

Recorded: January 4, 1960

Instrument No.: [113479](#)

6. Reservations and/or exceptions as contained in a Warranty Deed, executed by Owen Simpson and Josephine Simpson, husband and wife.

Recorded: August 23, 1960

Instrument No.: [114326](#)

Purpose: General Building Restrictions

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

Amount: \$155,236.48

Trustor/Grantor: Robert L. Okada, a single man

Trustee: Pioneer Title Company

Beneficiary: Wells Fargo Bank NA

Dated: April 29, 2016

Recorded: May 5, 2016

Instrument No.: [634754](#)

8. A Deed of Trust (Line of Credit Trust Deed) to secure an indebtedness in the amount shown below and any other obligations secured thereby:

Amount: \$150,000.00

Trustor/Grantor: Robert L. Okada, a single man

Trustee: Pioneer Title Company

Beneficiary: Consolidated Community Credit Union

Dated: October 24, 2017

Recorded: October 30, 2017

Instrument No.: [647750](#)

**Sun Valley Title**

**By:**



**Nick Busdon, Authorized Signatory**



File No. 21410678

**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-0000768855158

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

**Date of Guarantee:** April 16, 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:

Robert L. Okada, a single man

Sun Valley Title  
By:



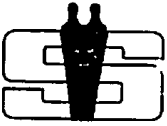
Nick Busdon, Authorized Signatory

File No. 21410678

SCHEDULE B

Exceptions:

NONE



### WARRANTY DEED

For Value Received **MARK S. HARBAUGH**, an unmarried man

the Grantor hereby grants, bargains, sells, conveys and warrants unto **ROBERT L. OKADA**, a single man

the Grantee whose current address is: **P.O. BOX 3142, HAILEY, ID 83333**

the following described premises, to-wit:

A parcel of land within the **SE1/4, Section 11, T4N, R17E, B.M.**, and more particularly described by metes and bounds as follows:

**COMMENCING** at a brass cap marking the NW corner, **SW1/4, SE1/4, Section 11, T4N, R17E, B.M.**, Blaine County, Idaho;

**THENCE S 89° 56' E 440.0 feet to an "X" on a stone on the southerly boundary of Warm Springs Road; THENCE N 84° 39' E 928.40 feet along the southerly boundary of Warm Springs Road; THENCE South 251.8 feet to an 1/2" rebar, said rebar marking the TRUE POINT OF BEGINNING; THENCE N. 68° 19' E 75.0 feet to a 1/2" rebar; THENCE S 21° 41' E 91.7 feet to a 1/2" rebar; THENCE S 54° 00' W 99.1 feet to a 1/2" rebar; THENCE N 11° 26' W 118.1 feet to a 1/2" rebar, said rebar marking the TRUE POINT OF BEGINNING.**

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, their heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that it is the owner in fee simple of said premises; that said premises are free from all incumbrances and that he will warrant and defend the same from all lawful claims whatsoever.

Dated: **May 02, 1997**

402315

*Mark S. Harbaugh*  
MARK S. HARBAUGH

Deed  
BLAINE CO. REQUEST  
OF: BLAINE COUNTY TITLE

State of **IDAHO**  
County of **BLAINE** ss.

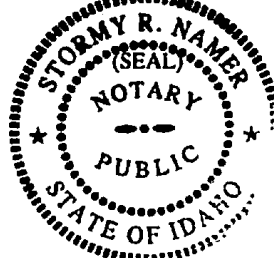
FEES \$ '97 MAY 29 PM 2 40  
3<sup>00</sup> MARY GREEN, CLERK MPP

On this 19<sup>th</sup> day of May, FEES \$ 97, before me, the undersigned, a Notary Public, in and for said State, personally appeared MARK S. HARBAUGH

\_\_\_\_\_, known to me, and/or identified to me on the basis of satisfactory evidence, to be the person(s) whose name is/are subscribed to the within instrument and acknowledged to me that he executed the same.

WITNESS MY HAND AND OFFICIAL SEAL.

*Stormy R. Namer*  
Notary Public  
Residing at: **HAILEY, IDAHO**  
Commission Expires: **April 29, 2002**



Expiration Date: 4/29/2002  
Residing: Hailey, Idaho



City of Ketchum

# Attachment 2: Final Plat



**CERTIFICATE OF OWNERSHIP**

This is to certify that the undersigned is the owner in fee simple of the following described real property:

A parcel of land located within Section 11, T.4N., R.17E., B.M., City of Ketchum, Blaine County, Idaho, more particularly described by metes and bounds as follows:

Commencing at a Brass Cap marking the Center South 1/16 Corner of Section 11, also known as Blaine County GIS Monument "4N17E11CS16"; thence N67°09'43"E, 3355.26 feet to a Brass Cap marking the East 1/4 Corner of Section 11, also known as Blaine County GIS Monument "WS1/4S11"; thence S48°56'57"W 2199.81 feet to a 1/2" rebar with no cap located on the southerly right-of-way of Bald Mountain Road, said rebar being the POINT OF BEGINNING;

thence leaving said southerly right-of-way, S21°17'04"E, 91.56 feet to a 1/2" rebar marked LS 3621 located on the northerly boundary of Warm Springs Creekside Subdivision;  
thence S55°16'57"W, 99.10 feet along said northerly boundary to a 1/2" rebar marked LS 16670;  
thence leaving said northerly boundary N11°15'03"W, 118.09 feet to 1/2" rebar with no cap located on the southerly right-of-way of Bald Mountain Road;  
thence along said southerly right-of-way N70°00'13"E, 75.83 feet to the POINT OF BEGINNING.

Also known as Tax Lot 3215, having an approximate area of 8838 square feet.

The easements indicated hereon are not dedicated to the public, but the right to use said easements is hereby reserved for the public utilities and for any other uses indicated hereon and no permanent structures are to be erected within the lines of said easements. We do hereby certify that all lots in this plat will be eligible to receive water service from an existing water distribution system and that the existing water distribution system has agreed in writing to serve all of the lots shown within this plat.

It is the intent of the owner to hereby include said property in this plat.

\_\_\_\_\_  
Robert L. Okada

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public in and for said State, personally appeared Robert L. Okada, known or identified to me to be the person whose name is subscribed to 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 in this certificate first above written.

\_\_\_\_\_  
Notary Public in and for said State  
Residing in \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

**PROJECT ENGINEER'S CERTIFICATE**

To the best of my knowledge this plat complies with the City of Ketchum Subdivision standards, signed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

**SURVEYOR'S CERTIFICATE**

This is to certify that I, Robert O. Breier, a duly Registered Professional Land Surveyor in the State of Idaho, do hereby certify that this is a true and accurate map of the land surveyed under my direct supervision and that it is in accordance with the Idaho State Code relating to Plats & Surveys.



\_\_\_\_\_  
Robert O. Breier, PLS 20893

**BLAINE COUNTY SURVEYOR'S APPROVAL**

I, Sam Young County Surveyor for Blaine County, Idaho, do hereby certify that I have checked the foregoing Plat and computations for making the same and have determined that they comply with the laws of the State of Idaho relating to Plats and Surveys.

\_\_\_\_\_  
Sam Young, P.L.S. 11577  
Blaine County Surveyor

**KETCHUM CITY COUNCIL'S CERTIFICATE**

I, the undersigned, City Clerk, in and for the City of Ketchum, Blaine County, Idaho, do hereby certify that at a regular meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_\_, 2023, this plat was duly accepted and approved.

\_\_\_\_\_  
Trent Donat, City Clerk

**KETCHUM CITY ENGINEER'S CERTIFICATE**

I, the undersigned, City Engineer in and for the City of Ketchum, Blaine County, Idaho, do hereby approve this plat on this \_\_\_\_ day of \_\_\_\_\_, 2023, and certify that it is in accordance with the City of Ketchum subdivision ordinance.

\_\_\_\_\_  
Robyn Mattison, City Engineer

**KETCHUM CITY PLANNER'S CERTIFICATE**

I, the undersigned, Planner in and for the City of Ketchum, Blaine County, Idaho, do hereby approve this plat on this \_\_\_\_ day of \_\_\_\_\_, 2023, and certify that it is in accordance with the City of Ketchum subdivision ordinance.

\_\_\_\_\_  
Paige Nied, City Planner

**BLAINE COUNTY TREASURER'S APPROVAL**

I, the undersigned County Treasurer in and for Blaine County, State of Idaho per the requirements of Idaho Code 50-1308, do hereby certify that any and all current and/or delinquent county property taxes for the property included in this subdivision have been paid in full. This certification is valid for the next thirty (30) days only.

\_\_\_\_\_  
Blaine County Treasurer

\_\_\_\_\_  
Date

**BLAINE COUNTY RECORDER'S CERTIFICATE**

OKADA TOWNHOMES  
GALENA - BENCHMARK ENGINEERING

Job No. 8012  
File: 8012FP - CURRENT  
SHEET 2 OF 2



City of Ketchum

# Attachment 3: Daft Findings of Fact, Conclusions of Law and Decision



**City of Ketchum  
Planning & Building**

IN RE: )  
)  
Okada Townhomes ) KETCHUM CITY COUNCIL  
Townhouse Subdivision Final Plat ) FINDINGS OF FACT, CONCLUSIONS OF LAW, AND  
Date: September 18, 2023 ) DECISION  
)  
File Number: P23-057 )

**PROJECT:** Okada Townhomes Subdivision Final Plat

**FILE NUMBER:** P23-057

**ASSOCIATED PERMITS:** Design Review P21-042, Townhouse Subdivision Preliminary Plat P21-041, Building Permit B22-005

**OWNER:** Robert Okada

**REPRESENTATIVE:** Galena-Benchmark Engineering

**REQUEST:** Townhouse Subdivision Final Plat for the Okada Townhomes

**LOCATION:** 407 Bald Mountain Road (Tax Lot 3215)

**ZONING:** General Residential – Low Density (GR-L)

**OVERLAY:** None

**NOTICE:** A public hearing was conducted for the townhouse preliminary plat approval. Public hearings are not required for townhouse final plats; therefore, no public hearing was scheduled for the application.

**RECORD OF PROCEEDINGS**

The Planning and Building Department received the Final Plat application on June 15, 2023. Following the receipt of the application, staff routed the application materials to all City departments for review. The application was deemed complete on August 17, 2023, after one round of review. As of the date of these findings, all department comments have been resolved or addressed through the conditions of approval recommended below.



The Ketchum City Council conducted their final consideration of the Townhouse Subdivision Final Plat application (File No. P23-057) during their meeting on September 18, 2023. After considering staff’s analysis and the application materials, the Council unanimously approved the application.

**BACKGROUND**

The applicant, represented by Dave Patrie of Galena-Benchmark Engineering, is requesting Final Plat approval for a Townhouse Subdivision, subdividing an existing 8,838 square foot lot into two sublots (Sublot 1 is 5,734 square feet in size and Sublot 2 is 3,104 square feet in size) within the General Residential – Low Density (GR-L) Zoning District. The Planning & Zoning Commission considered the Okada Residence Townhouse Subdivision Preliminary Plat application (File No. P21-041) during their regular meeting on September 21, 2021, and recommended approval of the application to the City Council. The City Council considered and approved the Preliminary Plat application on November 1, 2021. The City issued a building permit for the construction of the new detached townhouse (File No. B22-005) on March 30, 2022, and a Certificate of Occupancy was issued for the project on April 19, 2023.

**FINDINGS OF FACT**

The Council, having reviewed the entire project record, does hereby make and set forth these Findings of Fact, Conclusions of Law, and Decision as follows:

**FINDINGS REGARDING COMPLIANCE WITH TOWNHOUSE FINAL PLAT REQUIREMENTS**

Townhouse Plat Requirements				
Compliant			Standards and City Council Findings	
Yes	No	N/A	Ketchum Municipal Code	City Standards and <i>City Council Findings</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.080.B	Townhouse Owners' Documents: The subdivider of the townhouse project shall submit with the preliminary plat application a copy of the proposed party wall agreement and any proposed document(s) creating an association of owners of the proposed townhouse sublots, which shall adequately provide for the control and maintenance of all commonly held facilities, garages, parking and/or open spaces. Prior to final plat approval, the subdivider shall submit to the city a final copy of such documents and shall file such documents prior to recordation of the plat, which shall reflect the recording instrument numbers.
			<i>City Council Findings</i>	<i>This standard is not applicable as this application is for a detached townhouse development and no party walls are proposed.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.C.2	The subdivider may apply for preliminary plat approval from the City Council pursuant to subsection 16.04.030D of this chapter at the time application is made for design review approval pursuant to title 17, chapter 17.96 of this code. The City Council may approve, deny or conditionally approve such preliminary plat upon

				consideration of the action taken on the application for design review of the project.
			<i>City Council Findings</i>	<i>The townhome subdivision preliminary plat and design review applications for the development were reviewed concurrently. The design review was approved by the Planning and Zoning Commission on September 21, 2021, and the Preliminary Plat was approved by the City Council on November 1, 2021.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.C.3	The preliminary plat, other data, and the commission's findings may be transmitted to the council prior to commencement of construction of the project under a valid building permit issued by the City. The council shall act on the preliminary plat pursuant to subsection 16.04.030E and F of this chapter.
			<i>City Council Findings</i>	<i>The Ketchum City Council reviewed the preliminary plat per the requirements of all applicable sections and approved the plat as outlined in the findings of fact dated November 1, 2021.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.080.C.4	In the event a phased townhouse development project is proposed, after preliminary plat is granted for the entirety of a project, the final plat procedure for each phase of a phased development project shall follow §16.04.030.G and comply with the additional provisions of §16.04.110 of this code.
			<i>City Council Findings</i>	<i>This standard is not applicable as a phased development was not proposed for the detached townhouse development.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.D	<p><b>D. Final Plat Procedure:</b></p> <p>1. The final plat procedure contained in subsection 16.04.030G of this chapter shall be followed. However, the final plat shall not be signed by the city clerk and recorded until the townhouse has received either:</p> <ul style="list-style-type: none"> <li>a. A certificate of occupancy issued by the city of Ketchum for all structures in the townhouse development and completion of all design review elements as approved by the planning and zoning administrator; or</li> <li>b. Signed council approval of a phased development project consistent with §16.04.110 herein.</li> </ul> <p>2. The council may accept a security agreement for any design review elements not completed on a case by case basis pursuant to title 17, chapter 17.96 of this code.</p>
			<i>City Council Findings</i>	<i>The final plat may be signed by the City Clerk in accordance with KMC §16.04.110 as all improvements have been completed to the satisfaction of all City Departments. The detached townhouse development was issued a Certificate of Occupancy on April 19, 2023.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.E	<p><b>E. Required Findings:</b> In addition to all Townhouse Developments complying with the applicable provisions of Title 17 and this Subdivision Chapter (§16.04), the Administrator shall find that</p> <ul style="list-style-type: none"> <li>1. All Townhouse Developments, including each individual subplot, shall not exceed the maximum building coverage requirements of the zoning district.</li> </ul>

				<p>2. Garage: All garages shall be designated on the preliminary and final plats and on all deeds as part of the particular townhouse units. Detached garages may be platted on separate sublots; provided, that the ownership of detached garages is tied to specific townhouse units on the townhouse plat and in any owner's documents, and that the detached garage(s) may not be sold and/or owned separate from any dwelling unit(s) within the townhouse development.</p>
			<i>City Council Findings</i>	<i>The detached townhouse development meets the dimensional standards and requirements of the General Residential Low Density (GR-L) Zoning District. The existing dwelling unit on Sublot 1 has a building coverage of 1,082.83 square feet. The proposed detached townhouse on Sublot 2 has a building coverage of 1,053.47 square feet. This results in a total building coverage of 24.5% (2,136.30 square feet building coverage/8,838 square foot lot). No detached garages are proposed with this townhome development.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.F	<p><b>General Applicability:</b> All other provisions of this chapter and all applicable ordinances, rules and regulations of the city and all other governmental entities having jurisdiction shall be complied with by townhouse subdivisions.</p>
			<i>City Council Findings</i>	<i>All other provisions of this chapter and all applicable ordinances, rules, and regulations of the City and other governmental entities having jurisdiction shall be complied with by the townhouse subdivision.</i>

**FINDINGS REGARDING COMPLIANCE WITH FINAL PLAT REQUIREMENTS**

Final Plat Requirements				
Compliant			Standards and City Council Findings	
YES	NO	N / A	Ketchum Municipal Code	City Standards and <i>City Council Findings</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K	<p>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:</p>

			<i>City Council Findings</i>	<i>The final plat mylar shall be prepared following Ketchum City Council review and approval of the final plat 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>City Council Findings</i>	<i>As shown on Sheet 1 of the final plat, the point of beginning is tied to two survey corners.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.2	Location and description of monuments.
			<i>City Council Findings</i>	<i>The location and description of monuments are indicated on Sheet 1 of the final plat.</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>City Council Findings</i>	<i>Sheet 1 of the plat indicates property lines and the centerline of Bald Mountain Road.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.4	Names and locations of all adjoining subdivisions.
			<i>City Council Findings</i>	<i>The names and locations of adjoining subdivisions are identified on the final plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.5	Name and right of way width of each street and other public rights of way.
			<i>City Council Findings</i>	<i>As shown on Sheet 1, the Bald Mountain Road right-of-way is both named dimensioned.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.6	Location, dimension and purpose of all easements, public or private.
			<i>City Council Findings</i>	<i>The 6-foot-wide snow storage easement and the 10-foot-wide public utility easement are indicated on Sheet 1 of the plat.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.7	The blocks numbered consecutively throughout each block.
			<i>City Council Findings</i>	<i>This townhouse subdivision will subdivide an existing lot into 2 townhouse sublots. No new blocks are created with the townhouse subdivision.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.8	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.
			<i>City Council Findings</i>	<i>N/A as no dedications have been required or proposed for this townhouse subdivision.</i>

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.9	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.
			<i>City Council Findings</i>	<i>This standard has been met. The name of the proposed subdivision is Okada Townhomes.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.10	Scale, north arrow and date.
			<i>City Council Findings</i>	<i>As shown on Sheet 1, the plat includes a scale, north arrow, and date.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.11	Location, width, and names of all existing or dedicated streets and other public ways within or adjacent to the proposed subdivision
			<i>City Council Findings</i>	<i>The location and width of Bald Mountain Road is indicated on the plat map. No new public streets or public ways are proposed for the townhouse subdivision.</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>City Council Findings</i>	<i>This standard is not applicable to this application.</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>City Council Findings</i>	<i>The signature block page on Sheet 2 of the plat includes 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>City Council Findings</i>	<i>This standard has been met. A title report for the property was submitted by Stewart Title Guarantee Company on April 16, 2021.</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>City Council Findings</i>	<i>As conditioned (#2), this standard will be met prior to recordation of the Final Plat. The signature block page on Sheet 2 of the final plat includes 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>City Council Findings</i>	<i>As conditioned (#2), this standard will be met prior to recordation of the Final Plat. The signature block page on Sheet 2 of the final plat includes the project engineer's certificate which verifies 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>City Council Findings</i>	<i>As conditioned (#2), this standard will be met prior to recordation of the Final Plat. The signature block page on Sheet 2 of the final plat includes</i>

				<i>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	<b>Certification and signature of the city clerk of the city of Ketchum verifying that the subdivision has been approved by the council.</b>
			<i>City Council Findings</i>	<i>As conditioned (#2), this standard will be met prior to recordation of the Final Plat. The signature block page on Sheet 2 includes 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	<b>Notation of any additional restrictions imposed by the council on the development of such subdivision to provide for the public health, safety and welfare.</b>
			<i>City Council Findings</i>	<i>Snow storage easements must remain free from obstructions; therefore, no surface parking is permitted in the driveway for subplot 2. To ensure full compliance with this requirement, a condition of approval for the preliminary plat application (File No. P21-041) required a plat note to be added stating that parking is prohibited within the driveway for subplot 2. As indicated on Sheet 1 of the plat, this plat note has been added.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.L	<b>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.</b>
			<i>City Council Findings</i>	<i>This standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.A	<b>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.</b>
			<i>City Council Findings</i>	<i>All project plans for the townhome development were reviewed and approved by City Departments through Design Review (Application File No. P21-042), Townhouse Subdivision Preliminary Plat (Application File No. P21-041), and Building Permit (Application File No. B22-005). The townhouse development was issued a Certificate of Occupancy on April 19, 2023. The project's utilities, private driveway, and right-of-way improvements have been installed and completed to the satisfaction of all City Departments.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.B	<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.</b>

			<i>City Council Findings</i>	<i>City Departments, including Planning, Building, Fire, Streets, City Engineer, and Utilities, reviewed approved all required improvements through Design Review (Application File No. P21-042), Townhouse Subdivision Preliminary Plat (Application File No. P21-041), and Building Permit (Application File No. B22-005).</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.C	<p><b>Performance Bond:</b> 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.</p>
			<i>City Council Findings</i>	<i>N/A. The townhouse development was issued a Certificate of Occupancy on April 19, 2023. The project's utilities, private driveway, and right-of-way improvements have been installed and completed to the satisfaction of all City Departments.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.D	<p><b>As Built Drawing:</b> 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.</p>
			<i>City Council Findings</i>	<i>All project plans for the townhome development were reviewed and approved by City Departments through Design Review (Application File No. P21-042), Townhouse Subdivision Preliminary Plat (Application File No. P21-041), and Building Permit (Application File No. B22-005). The</i>

				townhouse development was issued a Certificate of Occupancy on April 19, 2023. The project's utilities, private driveway, and right-of-way improvements have been installed and completed to the satisfaction of all City Departments.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.E	<p>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:</p> <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>
			<i>City Council Findings</i>	<i>The final plat indicates two monuments, both of which have been verified by the subdivider's surveyor and City Engineer.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.F	<p>Lot Requirements:</p> <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 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: <ol 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> </ol> </li> </ol>



				<p>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.</p> <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>City Council Findings</i>	<ol style="list-style-type: none"> <li>1. <i>The proposed townhouse subdivision meets all dimensional standards as outlined in the GR-L zone district for the parent lot. The minimum lot size is 8,000 square feet and the parent lot is 8,712 square feet. The new detached townhouse and the existing dwelling unit meet minimum setback requirements in the GR-L for the front, side, and rear. There are no minimum setbacks to the interior lot line of a townhouse lot.</i></li> <li>2. <i>Building envelopes are not required as the subject property is not within the floodplain/floodway, avalanche zone, does not contain slopes greater than 25%, nor is it located adjacent to an intersection of two streets.</i></li> <li>3. <i>The subject property is not a corner lot.</i></li> <li>4. <i>The parent lot of the townhouse subdivision and the newly created subplot lot line is within 20 degrees to a right angle to the street lot line along Bald Mountain Rd.</i></li> <li>5. <i>The subject property is not a double frontage lot.</i></li> <li>6. <i>Both Sublots have a minimum of 20 feet of frontage on Bald Mountain Road. Sublot 1 has 29.5 feet and Sublot 2 has 46.33 feet.</i></li> </ol>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.G	<p><b>G. Block Requirements:</b> The length, width and shape of blocks within a proposed subdivision shall conform to the following requirements:</p> <ol 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</li> </ol>

				<p>and minimize cuts and fills for roads and minimize adverse impact on environment, watercourses and topographical features.</p> <p>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.</p>
			<i>City Council Findings</i>	<i>This townhouse subdivision application does not create a new block. This requirement is not applicable.</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</li> </ol>

			<p>(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;</p> <p>9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°);</p> <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</p>
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				<p>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> <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>City Council Findings</i>	<i>This standard does not apply as no new streets are proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.I	<p>Alley Improvement Requirements: 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>City Council Findings</i>	<i>This standard is not applicable as the proposed townhome units are not within a business, commercial, or light-industrial zone district.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.J	<p>Required Easements: 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>City Council Findings</i>	<i>As shown on Sheet 1 of the plat, the subject property has a 10-foot public utility easement. Standards 2-6 do not apply to the project as the property is not adjacent to any of the listed waterways, does not contain any irrigation infrastructure, and does not include pedestrian or equestrian pathways.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p><b>16.04.040.K</b> 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. 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</p>

				<p>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>City Council Findings</i>	<i>This standard does not apply as this application does not create a new subdivision. Both sublots are directly connected to the City of Ketchum sewer system main found in Bald Mountain Road.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.L	<p><b>Water System Improvements:</b> 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, Idaho Survey and Rating Bureau, District Sanitarian, Idaho State Public Utilities Commission, Idaho Department of Reclamation, and all requirements of the City.</p>
			<i>City Council Findings</i>	<i>This standard does not apply as this application does not create a new subdivision. Both sublots are directly connected to the City of Ketchum sewer system main found in Bald Mountain Road.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.M	<p><b>Planting Strip Improvements:</b> 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.</p>
			<i>City Council Findings</i>	<i>This standard does not apply as this application does not create a new subdivision. There are no incompatible uses adjacent to the townhouse sublots.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.N	<p><b>Cuts, Fills, And Grading Improvements:</b> 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> </ol>

				<p>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:</p> <ul 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> </ul> <p>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.</p> <p>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.</p> <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</li> </ul>
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				<p>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.</p>
			<i>City Council Findings</i>	<p><i>This standard does not apply as this application is the subdivision of an existing lot. On-site grading for the new detached townhouse meets all grading requirements and all disturbance will be revegetated per the landscape plan included in the project plans.</i></p>
<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>
			<i>City Council Findings</i>	<p><i>The applicant submitted a site grading and drainage plan with the townhouse subdivision application showing drainage for each subplot. No common drainage courses are utilized or disturbed. The grading and drainage plan meets all requirements and each subplot is managing stormwater runoff independently, not impacting adjacent properties.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.P	<p><b>Utilities:</b> 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>
			<i>City Council Findings</i>	<p><i>The Bald Mountain Road residential area is served by a series of above ground power lines. Many of which serve multiple lots and residences from one pole and transformer. There is an above ground power pole located at the northwest corner of the subject property that serves the existing home, and three other lots to the east, west, and north of the subject property. To accommodate the new detached townhouse, the pole size and transformer on the pole has been upgraded. The overhead line serving the residence to the east, the existing residence on the subject property, and the service to the new detached townhouse is located underground, running along the front property line. The</i></p>



				<i>overhead power pole serving the existing properties to the north and west will remain. This meets the criteria for underground utilities as all new and existing structures within the development will be served by underground utilities. The transformer is located in the northwest corner of the property.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.040.Q</b>	<b>Off Site Improvements:</b> 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.
			<i>City Council Findings</i>	<i>The proposed townhouse development does not create substantial additional traffic; therefore, no improvements are required.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.040.R</b>	<b>Avalanche And Mountain Overlay:</b> 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.
			<i>City Council Findings</i>	<i>The standard does not apply as the detached townhomes are not located within the Avalanche Zone District or Mountain Overlay Zone District.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.040.S</b>	<b>Existing natural features</b> which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be <b>preserved through design of the subdivision.</b>
			<i>City Council Findings</i>	<i>N/A. No existing natural features that would have enhanced the attractiveness of the townhome subdivision were present on the parent lot. The project's new landscaping will beautify the townhome development.</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 Townhouse Subdivision Final Plat application for the development and use of the project site.
2. The Ketchum City Council has authority to hear the applicant's Townhouse Subdivision application pursuant to Chapter 16.04 of Ketchum Code Title 16.
3. The Townhouse Subdivision Final Plat application is governed under Sections 16.04.010, 16.04.020, 16.04.030, 16.04.080, and 16.04.110 of Ketchum Municipal Code Chapter 16.04.

4. The proposed Townhouse Subdivision for the Okada Townhomes development meets the standards for Townhouse Final Plats under Title 16 of Ketchum Municipal Code subject to conditions of approval.

#### DECISION

**THEREFORE**, the Ketchum City Council **approves** the Okada Townhouse Subdivision Final Plat application this Monday, September 18<sup>th</sup>, 2023, subject to the following conditions:

#### CONDITIONS OF APPROVAL

1. The applicant shall provide a copy of the recorded Final Plat to the Planning and Building Department for the official file on the application.
2. 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.
3. The final plat shall be filed with the Blaine County Recorder within one (1) year after final plat approval by the council. Failure to file such final plat within that time shall cause all approvals of such final plat to be null and void.
4. The Okada Townhomes Final Plat is subject to all conditions of approval associated with Design Review (Application File No. P21-042), Townhouse Subdivision Preliminary Plat (Application File No. P21-041) and Building Permit (Application File No. B22-005) approval.

Findings of Fact **adopted** this 18<sup>th</sup> day of September 2023

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Neil Bradshaw, Mayor