



## City of Ketchum

September 20, 2021

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation To Hold a Public Hearing and Approve the Maeda Final Plat for the Readjustment of Lot Lines**

#### Recommendation and Summary

Staff recommends the Ketchum City Council hold a public hearing and approve the Final Plat for the Readjustments of Lot Lines (lot line shift) submitted by Sean Flynn, PE, of Galena Engineering on behalf of the property owner, Akiko Maeda, trustee of the Akiko Maeda Revocable Trust. The request is a lot line shift to consolidate the west 90 feet of Lot 6 (the “subject property”) Block 90 within the Ketchum Townsite with two adjacent parcels, formerly city right-of-way, all under the same ownership.

Recommended Motion: “I move to approve the Maeda Final Plat application, as conditioned, as it conforms to all applicable subdivision regulations for a final plat and readjustment of lot lines and direct staff to return with findings of facts and conditions of approval at the next meeting.”

The reasons for the recommendation are as follows:

- The request meets all applicable standards for Final Plats and Readjustment of Lot Lines contained in Ketchum Municipal Code’s Subdivision (Title 16) regulations.
- All city departments have reviewed the proposal and have no issue with the proposed lot line shift.

#### Introduction and History

Lot 6 was created with the original Ketchum Townsite in 1948. Lot 6 is a landlocked parcel in the block between 5<sup>th</sup> Street and 6<sup>th</sup> Street and Spruce Street and Walnut Street. Access to the parcel is from a vacated alley off of 5<sup>th</sup> Street. The subject property was created by warranty deed in 1952.

In 1959, City of Ketchum Ordinance 46 vacated the 30-foot-wide alley between N Spruce Ave and N Walnut Ave from E 5<sup>th</sup> St and E 6<sup>th</sup> St. Vacation of an alley results in an even split down the middle with each adjacent property owner receiving a 15-foot-wide section of land commensurate with the length of the property for each property adjacent to the alley.

Per the legal description found in the quitclaim deed (Instrument #338077) and the title commitment dated November 10, 2020, submitted for the application (Attachment A), Akiko Maeda is the owner of the west 90 feet of Lot 6, a 15-foot strip of land adjacent to Lot 6, and a 15-foot strip of land adjacent to Lot 5. Lot 5 is the corner lot at N Spruce Ave and E 5<sup>th</sup> St, directly south of Lot 6. The application proposes to consolidate all three parcels of land into one parcel referenced as Lot 6A.

### Analysis

During Department Review, staff reviewed the lot line shift application for conformance with Ketchum Municipal Code (KMC) 16.04.030 – *Procedures for subdivision approval*, KMC 16.04.040 – *Development and Design*, and KMC 16.04.060 – *Readjustment of Lot Lines Procedures*. Please see Attachment C for the review of all requirements and standards. Where “N/A” is checked, the standard is not applicable as the standard applies to the creation of new subdivisions, new lots, or new infrastructure. The subject property is within the original Ketchum Townsite and the application does not create any new lots or any new subdivisions with necessary infrastructure. The subject property is accessed from E 5<sup>th</sup> Street and is currently connected to municipal water and sewer. As no new development is proposed, no upgrades to existing utility infrastructure or right-of-way improvements are required.

The KMC defines a Readjustment of Lot Lines as:

*“A change or modification of the boundary lines between existing lots or parcels of land or between dwelling units which does not reduce the area, frontage, width, depth or building setback lines of each lot below the minimum zoning requirements and which does not create additional lots or dwelling units. “Readjustment of lot lines” includes other minor changes to a subdivision, condominium, or townhouse plat such as, but not limited to, notation changes, boundary shifts and removal of lot line(s), each of which do not reduce the area, frontage, width, depth or building setback lines of each lot below the minimum zoning requirements nor create additional lots or dwelling units.”*

The subject property is zoned Limited Residential (LR). The existing structures on the property meet all dimensional limitations of the LR zone district except for minimum lot size. Pursuant to KMC 17.128.010, properties platted in a recorded subdivision prior to April 21, 1966, are permitted to be occupied according to the permitted uses in the zone district provided that all other dimensional limitations and parking requirements are met. As the west 90 feet of Lot 6 was created on July 19, 1952, the final plat meets the zoning requirements as it does not reduce the area, width, depth, or building setback lines of the lot below the minimum zoning requirements, nor does it create additional lost or dwelling units.

During department review, the fire department noted that an appropriate address monument for the property does not exist. Staff recommends conditions of approval #1 to address this concern.

Staff recommends approval of the Final Plat application for readjustment of lot lines with the following recommended Conditions of Approval:

1. An address monument must be placed at the end of the driveway displaying the address in four-inch numbers, four feet off the ground level. An inspection by the City of Ketchum Fire Marshall, verifying placement, is required prior to recording of the Final Plat.
2. The applicant shall provide a copy of the recorded Final Plat to the Planning and Building Department for the official file on the application.

### Sustainability

The proposed final plat does not limit the ability of the city to reach the goals of the Ketchum Sustainability Action Plan – 2020.

### Financial Impact

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

### Attachments

- A. Application and supplemental materials
- B. Final Plat Plan Set
- C. Final Plat Requirements Evaluation

**Attachment A:**  
**Application and supplemental  
materials**



City of Ketchum  
Planning & Building

**CERTIFIED COMPLETE**  
8-17-21  
mf

OFFICIAL USE ONLY	
File Number:	P21-054
Date Received:	6-18-21
By:	mf
Fee Paid:	475 <sup>00</sup>
Approved Date:	
Denied Date:	
By:	

### Lot Line Shift Application

OWNER INFORMATION	
Owner Name: Akiko Maeda	
Mailing Address: 16817 S Hoover St. Gardena, CA 90247	
Phone: 310-291-7286	
Email: akiko429925@gmail.com	
PROJECT INFORMATION	
Name of Proposed Plat: Lot 6A, Block 90, Ketchum Townsite	
Representative of Owner: Sean Flynn	
Phone: 208-788-1705	
Mailing Address: 317 N. River St., Hailey, ID 83333	
Email: sflynn@galena-engineering.com	
Legal Land Description: W 90' of Lot 6, Block 90, Ketchum Townsite & 15' of Vacated Alley Adjacent to Lots 5 and 6	
Project Address: 671 E 5th St., Ketchum, ID 83340	
Number of Lots: 1	Number of Units:
Total Land Area in Square Feet: 6,604 Sq. Ft.	Current Zoning District: Limited Residential
Overlay District: <input type="checkbox"/> Flood <input type="checkbox"/> Mountain <input type="checkbox"/> Avalanche	
Easements to be Dedicated on the Final Plat (Describe Briefly):	
None	
ATTACHMENTS	
Attachments Necessary to Complete Application:	
1. A copy of a current lot book guarantee and recorded deed to the subject property;	
2. One (1) copy of preliminary plat; and,	
3. A CD or email of an electronic (.pdf) of the plat.	

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

*Sean Flynn*

6/14/2021

Signature of Owner/Representative

Date

**COMPLETE**  
**CERTIFIED**

BCT #19913830

# QUITCLAIM DEED

THIS INDENTURE, Made this 7th day of February  
in the year of our Lord one thousand nine hundred and ninety two between

GARY J. POLTASH, HUSBAND OF GRANTOR HEREIN, as Grantor and

AKIKO MAEDA, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY, as Grantee  
whose current address is 19 MALAGA PLACE WEST, MANHATTAN BEACH, CA 90266

WITNESSETH That said Grantor for and in consideration in lawful money of the United States of America,  
in hand paid by the Grantee, the receipt whereof is hereby acknowledged, does by these premises remise, release and  
forever QUITCLAIM, unto the said Grantee and to its heirs and assigns all that certain lot, piece or parcel of land,  
situate, lying and being in, County of Blaine, State of Idaho, bounded and particularly described as follows, to-wit:

The westerly ninety (90) feet of Lot 6 in Block 90, and the  
Easterly 1/2 of the alley adjacent to Lots 5 & 6, CITY OF  
KETCHUM, according to the official plat thereof, on file in the  
office of the County Recorder, Blaine County, Idaho.


BLAINE CO. REQUEST  
BLAINE COUNTY TITLE  
1992 FEB 14 P 12:58 338077  
MARY GREEN, CLERK  
FEES \$ 3.00 MP Deed

TOGETHER With all and singular the tenements, hereditaments and appurtenances thereunto belonging or in  
anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD, All and singular the said premises, together with the appurtenances, unto the Grantee  
and to its heirs and assigns forever.

IN WITNESS WHEREOF, The said Grantor has hereinto set its hand and seal the day and year first above written.

X Gary J. Poltash  
GARY J. POLTASH

CA  
STATE OF CALIFORNIA, COUNTY OF Los ANGELES  
On this 10th day of February, 1992,  
before me, a Notary Public in and for said State, personally appeared  
Gary J. Poltash  
  
identified to me on the basis of satisfactory evidence or known to me  
to be the person whose name is subscribed to the within instrument, and  
acknowledged to me that he executed the same.  
X Anne M. Douville  
Notary Public,  
Residing at Los Angeles  
Comm Expires March 26, 1993

STATE OF IDAHO, COUNTY OF  
I HEREBY CERTIFY That this instrument was filed for record at the  
request of  
at \_\_\_\_\_ minutes past \_\_\_\_\_ o'clock M.,  
this \_\_\_\_\_ day of \_\_\_\_\_,  
19 \_\_\_\_\_, in my office and duly recorded in Book \_\_\_\_\_  
of Mortgages at page \_\_\_\_\_  
Ex-Officio Recorder.  
By \_\_\_\_\_ Deputy  
Fees \$ \_\_\_\_\_  
Mail to: \_\_\_\_\_



**First American Title™**

Form 5030000 (1-31-17)

**ALTA COMMITMENT FOR TITLE INSURANCE**

*Issued By*

**FIRST AMERICAN TITLE INSURANCE COMPANY**

**NOTICE**

**IMPORTANT – READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY’S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

**COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I – Requirements; Schedule B, Part II – Exceptions; and the Commitment Conditions, **First American Title Insurance Company**, a Nebraska Corporation (the “Company”), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I – Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company’s liability and obligation end.

**First American Title Insurance Company**

Dennis J. Gilmore, President

Greg L. Smith, Secretary

**Issued through the office of:  
First American Title Company  
120 2nd Avenue Suite 101, PO Box  
7999 Ketchum, ID 83340  
(208)726-5688**

**If this jacket was created electronically, it constitutes an original document.**

This page is only a part of a 2016 ALTA ® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I – Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without.

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I-Requirements;
- (f) Schedule B, Part II-Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - i. comply with the Schedule B, Part I – Requirements;
  - ii. eliminate, with the Company's written consent, any Schedule B, Part II – Exceptions; or
  - iii. acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II – Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company’s only liability will be under the Policy.

**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company’s agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company’s agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

**9. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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## ALTA Commitment for Title Insurance

Issued By

### First American Title Insurance Company

**Transaction Identification Data for reference only:**

Issuing Agent and Office: First American Title Company, 120 2nd Avenue Suite 101 , P O Box 7999, Ketchum, ID 83340 (208)726-5688

Issuing Office's ALTA ® Registry ID: 0000876

Loan ID No.:

Issuing Office Commitment/File No.: 856082K

Property Address: 671 East 5th Street, Ketchum, ID 83340

Revision No.: 1

### SCHEDULE A

1. Commitment Date: **November 10, 2020 at 7:30 A.M.**
  
2. Policy (or Policies) to be issued: Owner Premium Amount reflects applicable rate
  - (a)  2006 ALTA ® Standard Owner's Policy  
 Proposed Insured: **Purchaser with contractual rights under a purchase agreement with the vested owner identified at item 4 below.**  
 Proposed Policy Amount: **\$763,903.00** Premium Amount \$ **2,473.00**  
 Endorsements: \$
  
  - (b)  2006 ALTA ® Loan Policy  
 Proposed Insured:  
 Proposed Policy Amount: \$ Premium Amount \$  
 Endorsements: \$
  
  - (c)  ALTA ® Policy  
 Proposed Insured:  
 Proposed Policy Amount: \$ Premium Amount \$  
 Endorsements: \$
  
3. The estate or interest in the Land described or referred to in this Commitment is fee simple.
  
4. The Title is, at the Commitment Date, vested in:  
**Akiko Maeda, Trustee of The Akiko Maeda Revocable Trust of 2010 Dated 03/26/10**

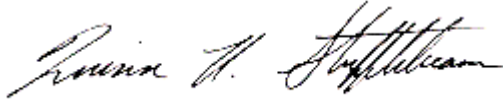
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5. The Land is described as follows:

**The westerly ninety (90) feet of Lot 6 in Block 90, and the Easterly 1/2 of the alley adjacent to Lots 5 and 6, CITY OF KETCHUM, BLAINE COUNTY, IDAHO, according to the official plat thereof, on file in the office of the County recorder, Blaine County, Idaho.**



By:

Authorized Countersignature

(This Schedule A valid only when Schedule B is attached.)

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## ALTA Commitment for Title Insurance

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### **First American Title Insurance Company**

#### **SCHEDULE B, PART I Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. If any document in the completion of this transaction is to be executed by an attorney-in-fact, the Power of Attorney must be submitted for review prior to closing.
6. Idaho Code §31-3504 permits the state or counties that provide indigent medical assistance to a lien upon real property of the person provided assistance. We require the attached affidavit to be completed prior to recording to eliminate an exception to such lien.
7. For each Policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
8. We require a copy of the trust agreement and amendments to Akiko Maeda Revocable trust agreement. The forthcoming deed must be executed in conformity with powers granted to the trustee by the trust agreement.

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## ALTA Commitment for Title Insurance

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### First American Title Insurance Company

#### SCHEDULE B, PART II Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. 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.
2. Any facts, rights, interests, or claims which are not shown by the Public Records but which could be ascertained by an inspection of said Land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any liens, or rights to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the Public Records.
7. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.

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8. 2020 taxes are an accruing lien, not yet due and payable until the fourth Monday in November of the current year. The first one-half is not delinquent until after December 20 of the current year, the second one-half is not delinquent until after June 20 of the following year.

Taxes which may be assessed and entered on the property roll for 2020 with respect to new improvements and first occupancy, which may be included on the regular property, which are an accruing lien, not yet due and payable.

General taxes as set forth below. Any amounts not paid when due will accrue penalties and interest in addition to the amount stated herein:

Year	Original Amount	Amount Paid	Parcel Number
2020	\$4,464.92	\$0.00	RPK0000090006A

Homeowners Exemption is not in effect for 2020.  
Circuit breaker is not in effect for 2020.

9. Levies and Assessments for service charges of the City of Ketchum Water and Sewer Department.
10. Fifteen (15) foot water and utility easement in favor of the City of Ketchum, as reserved in that certain Ordinance No. 46, recorded as Instrument No. 197661, records of Blaine County, Idaho.

This page is only a part of a 2016 ALTA ® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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File No. 856082K	Page 8 of 9	ALTA Commitment for Title Insurance (8-1-16)
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<b>INFORMATIONAL NOTES</b>
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This page is only a part of a 2016 ALTA ® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

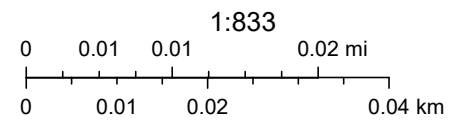
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# Parcel Information Map



August 16, 2019

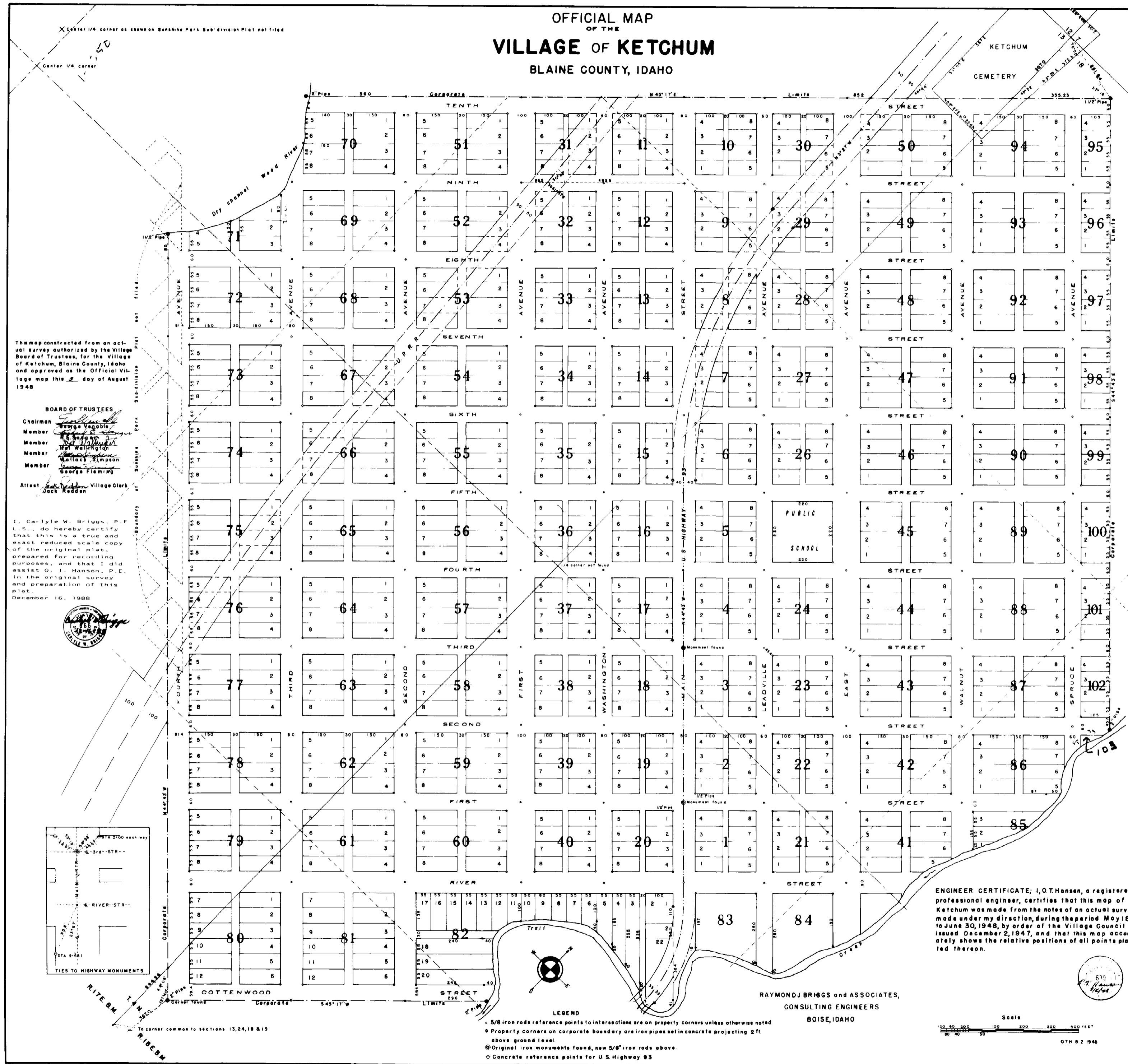




302967

City of Ketchum  
4:03  
2-13  
Plate  
BY *J. Dudley*  
FEES \$ 1100

# OFFICIAL MAP OF THE VILLAGE OF KETCHUM BLAINE COUNTY, IDAHO



**QUITCLAIM DEED**

For Value Received

**AKIKO MAEDA, a married woman, as her sole and separate property**

Do hereby convey, release, remise and forever quitclaim unto

**AKIKO MAEDA, TRUSTEE OF THE AKIKO MAEDA REVOCABLE TRUST OF 2010  
DATED 03/26/10**


Whose current address is 804 23<sup>RD</sup> Street, Manhattan Beach, CA 90266

the following described premises, to-wit:

**The westerly ninety (90) feet of Lot 6 in Block 90, and the Easterly ½ of the alley adjacent to Lots 5 and 6, CITY OF KETCHUM, BLAINE COUNTY, IDAHO, according to the official plat thereof, on file in the office of the County Recorder, Blaine County, Idaho.**

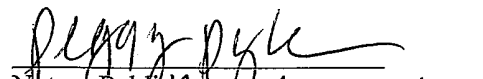

Together with their appurtenances.

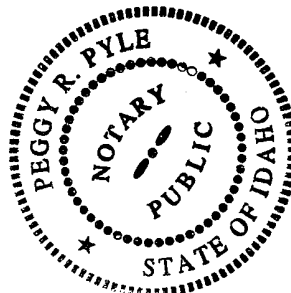
Dated: April 7, 2010

  
AKIKO MAEDA

State of Idaho  
County of Blaine

On this 7<sup>th</sup> day of April, 2010, before me, a Notary Public in and for said State, personally appeared Akiko Maeda, known or identified to me to be the persons whose names(s) ~~is~~ are subscribed to the within instrument, and acknowledged to me that he/~~she~~ they executed the same.

  
Notary Public  
Residing at:   
Comm. Expires: 8.2.2010



AKIKO MAEDA  
16817 S. Hoover Street  
Gardena, CA 90247

August 13, 2021

By Hand and Email

Ms. Morgan Landers, AICP  
Senior Planner  
City of Ketchum  
Post Office Box 2315  
Ketchum, ID 83340

Re: Maeda Lot Line Shift Application

Dear Ms. Landers:

This letter constitutes my response to your request for a statement of my ownership interest in the real property known as 671 E. 5<sup>th</sup> Street, Ketchum, Idaho more particularly described as the West Ninety feet (90') of Lot 6 in Block 90, and the East one-half of the alley adjacent to Lots 5 and 6 of The City of Ketchum, according to the official plat thereof, on file in the office of the County Recorder, Blaine County, Idaho ("Property").

I purchased the Property from Linda Frances Terra on or about March 14, 1988. Ms. Terra conveyed the Property to me by warranty deed duly recorded in Blaine County, Idaho as instrument number 293464 a copy of which is enclosed with this letter. Concurrent with the purchase of the Property I received a policy of title insurance insuring that I had acquired a fee simple estate in the Property. A copy of the title insurance policy is also enclosed with this letter.

In considering this statement, please note that the Property conveyed to me and insured by First American Title Insurance Company specifically includes the "East one-half of the alley adjacent to Lots 5 and 6." I am aware of the claims made by my neighbor to the East half of the alley adjacent to her Lot 5, but I have been assured they are without merit.

I trust the foregoing adequately addresses your concern and that my lot line shift application will be certified as complete and promptly considered for approval.

Sincerely,



Akiko Maeda

Cc: S. Flynn  
E. Lawson

# WARRANTY DEED

#293464

For Value Received  
Linda Frances Terra, an unmarried woman

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto  
Akiko Maeda, an unmarried woman  
whose address is: 19 Mainga Place West, Manhattan Beach, CA 90266

Hereinafter called the Grantee, the following described premises situated in Blaine County, Idaho, to-wit:

The West Ninety feet (90') of Lot 6 in Block 90, and the East one-half of the  
alley adjacent to Blocks 5 and 6 of THE CITY OF KETCHUM, according to the official  
plat thereof, on file in the office of the County Recorder, Blaine County, Idaho.

TO HAVE AND TO HOLD, the said premises, with their appurtenances unto the said Grantee and  
to the Grantee's heirs and assigns forever. And the Grantor does hereby covenant to and with the said  
Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all incum-  
brances except as above described and that Grantor will warrant and defend the same from all lawful  
claims whatsoever.

Dated: March 14, 1988

*Linda Frances Terra*  
Linda Frances Terra

Instrument No.

STATE OF IDAHO COUNTY OF BLAINE  
On this 14th day of March 1988,  
before me, a Notary Public for and for said State, per-  
sonally appeared  
Linda Frances Terra

proved to me on the basis of satisfactory evidence or  
known to me to be the person whose name is  
subscribed to the within instrument, and acknowledged to  
me that she executed the same.

*Carol J. ...*  
Notary Public  
Residing at Bellevue, Idaho.  
Commission Expires: 7-20-93

*A. ...*  
BLAINE  
RECEIVED  
MAR 1 11 2 28  
Ketchum

FIRST AMERICAN TITLE CO

293464

### SCHEDULE A

File No. 12279E7223

Policy No. H-218146

Amount of Insurance \$ 207,000.00

Premium \$ 648.50

Date of Policy April 1, 1988

a.m.  
2:25 p.m.

*Re-Issue  
Rate  
# 107.75*

1. Name of Insured:

Akiko Maeda

2. The estate **C** or interest in the land which is covered by this policy is:

A fee simple estate.

**O**

3. Title to the estate or interest in the land is vested in:

Akiko Maeda, an unmarried woman

**P**

4. The land referred to in this policy is described as follows: *HS*

The West Ninety (90') feet of ~~Lot~~ *Lot* 6 in Block 90, and the East one-half of the alley adjacent to ~~Blocks~~ 5 and 6 of THE CITY OF KETCHUM, according to the official plat thereof, on file in the office of the County Recorder, Blaine County, Idaho.

**Y**

**SCHEDULE B**

File No. 12279E7223

Policy No. H-218146

**EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

**PART I**

**SECTION I**

1. 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.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims or easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. (a) Unpatented mining claims, (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
6. Any lien, or right to a lien, for services, labor or material, theretofore or hereafter furnished, imposed by law and not shown by the public records.

**SECTION 2**

1. General taxes for the year 1987, in the amount of \$1,292.26, which are paid in full. (Billing #5000)
2. General taxes for the year 1988, a lien, not yet due or payable.
3. Levies and Assessments for service charges of the City of Ketchum Water and Sewer Department, which are current.
4. Fifteen (15) foot water and utility easement in favor of the CITY OF KETCHUM, as reserved in that certain Ordinance No. 46, recorded as Instrument No. 197661, records of Blaine County, Idaho.
5. A Deed of Trust to secure an indebtedness of \$165,600.00, recorded April 1, 1988, as Instrument No. 293465, records of Blaine County, Idaho.  
Dated: April 1, 1988.  
Grantor: AKIKO MAEDA, an unmarried woman.  
Trustee: FIRST AMERICAN TITLE COMPANY, an Idaho corporation.  
Beneficiary: MOUNTAIN STATE SAVINGS BANK, F.S.B., an Idaho corporation.  
Final Due Date: April 1, 2003.
6. A Second Deed of Trust to secure an indebtedness of \$20,000.00, recorded April 1, 1988, as Instrument No. ~~293466~~, records of Blaine County, Idaho.  
Dated: March 29, 1988.  
Grantor: AKIKO MAEDA, an unmarried woman.  
Trustee: FIRST AMERICAN TITLE COMPANY, an Idaho corporation.  
Beneficiary: AMTEK INVESTMENTS INC. MONEY PURCHASE PENSION PLAN  
Final Due Date: April 1, 1993.

## SCHEDULE A

SI with H - 21814p

File No. 12279E7223

Policy No. GW-259358

Amount of Insurance \$ 20,000.00

Premium \$ 20.00

Date of Policy April 1, 1988

a.m.

2:25 p.m.

1. Name of Insured:

Amtek Investments Inc. Money Purchase Pension Plan

2. The estate or interest in the land which is encumbered by the insured mortgage is:

A fee simple estate.

3. Title to the estate or interest in the land is vested in:

Akiko Maeda, an unmarried woman

4. The insured mortgage and assignments thereof, if any, are described as follows:

A Second Deed of Trust to secure an indebtedness of \$20,000.00, recorded April 1, 1988, as Instrument No. 293466, records of Blaine County, Idaho.

Dated: March 29, 1988.

Grantor: AKIKO MAEDA, an unmarried woman.

\* SEE BELOW \*

5. The land referred to in this policy is described as follows:

The West Ninety (90') feet of Lot 6 in Block 90, and the East one-half of the alley adjacent to Blocks 5 and 6 of THE CITY OF KETCHUM, according to the official plat thereof, on file in the office of the County Recorder, Blaine County, Idaho.

\* Trustee: FIRST AMERICAN TITLE COMPANY, an Idaho corporation.

Beneficiary: AMTEK INVESTMENTS INC. MONEY PURCHASE PENSION PLAN.

Final Due Date: April 1, 1993.

**SCHEDULE B**

File No. 12279E7223

Policy No. GW-259358

**EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

**PART I**

**SECTION I**

1. 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.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims or easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. (a) Unpatented mining claims, (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
6. Any lien, or right to a lien, for services, labor or material, theretofore or hereafter furnished, imposed by law and not shown by the public records.

**SECTION 2**

1. General taxes for the year 1987, in the amount of \$1,292.26, which are paid in full. (Billing #5000)
2. General taxes for the year 1988, a lien, not yet due or payable.
3. Levies and Assessments for service charges of the City of Ketchum Water and Sewer Department, which are current.
4. Fifteen (15) foot water and utility easement in favor of the CITY OF KETCHUM, as reserved in that certain Ordinance No. 46, recorded as Instrument No. 197661, records of Blaine County, Idaho.
5. A Deed of Trust to secure an indebtedness of \$165,600.00, recorded April 1, 1988, as Instrument No. 293465, records of Blaine County, Idaho.  
Dated: April 1, 1988.  
Grantor: AKIKO MAEDA, an unmarried woman.  
Trustee: FIRST AMERICAN TITLE COMPANY, an Idaho corporation.  
Beneficiary: MOUNTAIN STATE SAVINGS BANK, F.S.B., an Idaho corporation.  
Final Due Date: April 1, 2003.

**END OF SCHEDULE B II**



## SCHEDULE A

File No. 12279E7223

Policy No. GW-259359

SI with H-21844p

Amount of Insurance \$ 165,600.00

Premium \$ 193.05  
43.00 Incl 1004116 & SI  
238.05

Date of Policy April 1, 1988 a.m.  
2:24 p.m.

1. Name of Insured:

Mountain State Savings Bank, F.S.B.

2. The estate **C** interest in the land which is encumbered by the insured mortgage is:

A fee simple estate.

3. Title to the estate or interest in the land is vested in:

Akiko Maeda, an unmarried woman

4. The insured mortgage and assignments thereof, if any, are described as follows:

**Y**  
A Deed of Trust to secure an indebtedness of \$165,600.00, recorded April 1, 1988, as Instrument No. 293465, records of Blaine County, Idaho.  
Dated: April 1, 1988

Grantor: AKIKO MAEDA, an unmarried woman.

\* SEE BELOW \*

5. The land referred to in this policy is described as follows:

The West Ninety (90') feet of Lot 6 in Block 90, and the East one-half of the alley adjacent to Blocks 5 and 6 of THE CITY OF KETCHUM, according to the official plat thereof, on file in the office of the County Recorder, Blaine County, Idaho.

\* Trustee: FIRST AMERICAN TITLE COMPANY, an Idaho Corporation.

Beneficiary: MOUNTAIN STATE SAVINGS BANK, F.S.B.

Final Due Date: April 1, 2003.

## SCHEDULE B

File No. 12279E7223

Policy No. GW-259359

### EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

#### PART I

1. General taxes for the year 1987, in the amount of \$1,292.26, which are paid in full. (Billing #5000)
2. General taxes for the year 1988, a lien, not yet due or payable.
3. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title <sup>C</sup>water.
4. Levies and Assessments for service charges of the City of Ketchum Water and Sewer Department, which are current.
5. Fifteen (15) foot <sup>O</sup>water and utility easement in favor of the CITY OF KETCHUM, as reserved in that certain Ordinance No. 46, recorded as Instrument No. 197661, records of Blaine County, Idaho.

P

END OF SCHEDULE B I

Y

## SCHEDULE B

### PART II

In addition to the matters set forth in Part I of this Schedule, the title to the estate or interest in the land described or referred to in Schedule (A) is subject to the following matters, if any be shown, but the Company insures that these matters are subordinate to the lien or charge of the insured mortgage upon the estate or interest: **None.**

C

O

P

Y

**Attachment B:  
Final Plat Plan Set**



**CERTIFICATE OF OWNERSHIP**

This is to certify that the undersigned is the owner in fee simple of the following described parcel of land:

A parcel of land located within Section 18, Township 4 North, Range 18 East, Boise Meridian, City of Ketchum, Blaine County, Idaho; more particularly described as follows:

The westerly ninety (90) feet of Lot 6 in Block 90, and the Easterly 1/2 of the alley adjacent to Lots 5 & 6, CITY OF KETCHUM, according to the official plat thereof on file in the office of the County Recorder, Blaine County, Idaho.

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 land in this plat.

The Akiko Maeda Revocable Trust of 2010 Dated 03/26/10

\_\_\_\_\_  
Akiko Maeda, Trustee

**ACKNOWLEDGMENT**

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

On this \_\_\_\_\_ day of \_\_\_\_\_ 2021, before me, a Notary Public in and for said State, personally appeared Akiko Maeda, Trustee under Trust dated 03/26/10, known or identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same on behalf of said trust.

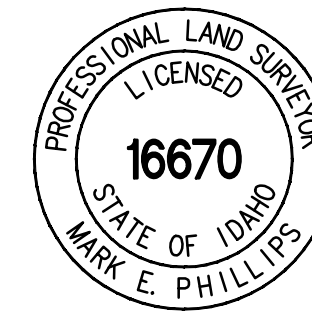
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

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

**SURVEYOR'S CERTIFICATE**

I, Mark E. Phillips, a duly Licensed Professional Land Surveyor in the State of Idaho, do hereby certify that this plat is a true and accurate map of the land and points surveyed under my direct supervision and that it is in accordance with the Idaho State Code relating to Plats, Surveys, and the Corner Perpetuation and Filing Act, 55-1601 through 55-1612.

Mark E. Phillips, P.L.S. 16670



**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 ENGINEER'S APPROVAL**

The foregoing plat was approved by \_\_\_\_\_, City Engineer for the City of Ketchum on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
City Engineer

**KETCHUM CITY COUNCIL'S APPROVAL**

I, \_\_\_\_\_, Planner in and for the City of Ketchum, do hereby certify that the foregoing plat was duly accepted and approved according to the Ketchum Subdivision-Ordinance.

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

Certified by City Clerk

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

**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**

LOT 6A, BLOCK 90,  
KETCHUM TOWNSITE  
  
GALENA ENGINEERING, INC.  
HAILEY, IDAHO  
  
SHEET 2 OF 2  
  
Job No. 8002  
Ketchum File No. P21-054

Attachment C:  
Final Plat Requirements  
Evaluation



City of Ketchum  
Planning & Building

Final Plat Requirements Evaluation				
Compliant			Standards	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K	Contents Of Final Plat: The final plat shall be drawn at such a scale and contain such lettering as to enable same to be placed upon sheets of eighteen inch by twenty four inch (18" x 24") Mylar paper with no part of the drawing nearer to the edge than one-half inch (1/2"), and shall be in conformance with the provisions of title 50, chapter 13, Idaho Code. The reverse side of such sheet shall not be used for any portion of the drawing, but may contain written matter as to dedications, certificates, signatures, and other information. The contents of the final plat shall include all items required under title 50, chapter 13, Idaho Code, and also shall include the following:
<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.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.2	Location and description of monuments.
<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.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.4	Names and locations of all adjoining subdivisions.
<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.
<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.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.7	The blocks numbered consecutively throughout each block.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input 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.
<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.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.10	Scale, north arrow and date.
<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
<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.
<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.
<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.
<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.
<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.
<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.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.18	Certification and signature of the city clerk of the city of Ketchum verifying that the subdivision has been approved by the council.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.19	Notation of any additional restrictions imposed by the council on the development of such subdivision to provide for the public health, safety and welfare.





City of Ketchum  
Planning & Building

<input checked="" type="checkbox"/>			16.04.030.L	Final Plat Copies: Both a hard copy and a digital copy of the final plat shall be filed with the administrator prior to being placed upon the Council's agenda. A digital copy of the final plat as approved by the council and signed by the city clerk shall be filed with the administrator and retained by the city. The Applicant shall also provide the city with a digital copy of the recorded document with its assigned legal instrument number.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.A	Required Improvements: The improvements set forth in this section shall be shown on the preliminary plat and installed prior to approval of the final plat. Construction design plans shall be submitted and approved by the city engineer. All such improvements shall be in accordance with the comprehensive plan and constructed in compliance with construction standard specifications adopted by the city.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.B	Improvement Plans: Prior to approval of final plat by the Council, the subdivider shall file two (2) copies with the city engineer, and the city engineer shall approve construction plans for all improvements required in the proposed subdivision. Such plans shall be prepared by a civil engineer licensed in the state.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.C	Performance Bond: Prior to final plat approval, the subdivider shall have previously constructed all required improvements and secured a certificate of completion from the city engineer. However, in cases where the required improvements cannot be constructed due to weather, factors beyond the control of the subdivider, or other conditions as determined acceptable at the sole discretion of the city, the city council may accept, in lieu of any or all of the required improvements, a performance bond filed with the city clerk to ensure actual construction of the required improvements as submitted and approved. Such performance bond shall be issued in an amount not less than one hundred fifty percent (150%) of the estimated costs of improvements as determined by the city engineer. In the event the improvements are not constructed within the time allowed by the city council (which shall be two years or less, depending upon the individual circumstances), the council may order the improvements installed at the expense of the subdivider and the surety. In the event the cost of installing the required improvements exceeds the amount of the bond, the subdivider shall be liable to the city for additional costs. The amount that the cost of installing the required improvements exceeds the amount of the performance bond shall automatically become a lien upon any and all property within the subdivision owned by the owner and/or subdivider.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.D	As Built Drawing: Prior to acceptance by the city council of any improvements installed by the subdivider, two (2) sets of as built plans and specifications, certified by the subdivider's engineer, shall be filed with the city engineer. Within ten (10) days after completion of improvements and submission of as built drawings, the city engineer shall certify the completion of the improvements and the acceptance of the improvements, and shall submit a copy of such certification to the administrator and the subdivider. If a performance bond has been filed, the administrator shall forward a copy of the certification to the city clerk. Thereafter, the city clerk shall release the performance bond upon application by the subdivider.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.E	Monumentation: Following completion of construction of the required improvements and prior to certification of completion by the city engineer, certain land survey monuments shall be reset or verified by the subdivider's engineer or surveyor to still be in place. These monuments shall have the size, shape, and type of material as shown on the subdivision plat. The monuments shall be located as follows: <ol style="list-style-type: none"> <li>1. All angle points in the exterior boundary of the plat.</li> <li>2. All street intersections, points within and adjacent to the final plat.</li> <li>3. All street corner lines ending at boundary line of final plat.</li> <li>4. All angle points and points of curves on all streets.</li> <li>5. The point of beginning of the subdivision plat description.</li> </ol>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.F	Lot Requirements: <ol style="list-style-type: none"> <li>1. Lot size, width, depth, shape and orientation and minimum building setback lines shall be in compliance with the zoning district in which the property is located and compatible with the location of the subdivision and the type of development, and preserve solar access to adjacent properties and buildings.</li> <li>2. Whenever a proposed subdivision contains lot(s), in whole or in part, within the floodplain, or which contains land with a slope in excess of twenty five percent (25%), based upon natural contours, or creates corner lots at the intersection of two (2) or more streets, building envelopes shall be shown for the lot(s) so affected on the preliminary and final plats. The building envelopes shall be located in a manner designed to promote harmonious development of structures, minimize congestion of structures, and provide open space and solar access for each lot and structure. Also, building envelopes shall be located to promote access to the lots and maintenance of public utilities, to minimize cut and fill for roads and building foundations, and minimize adverse impact upon environment, watercourses and topographical features. Structures may only be built on buildable lots. Lots shall only be created that</li> </ol>



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				<p>meet the definition of "lot, buildable" in section 16.04.020 of this chapter. Building envelopes shall be established outside of hillsides of twenty five percent (25%) and greater and outside of the floodway. A waiver to this standard may only be considered for the following:</p> <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> <li>b. For small, isolated pockets of twenty five percent (25%) or greater that are found to be in compliance with the purposes and standards of the mountain overlay district and this section.</li> </ol> <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>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>16.04.040.G</p>	<p>G. Block Requirements: 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 and minimize cuts and fills for roads and minimize adverse impact on environment, watercourses and topographical features.</li> <li>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.</li> </ol>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>16.04.040.H</p>	<p>Street Improvement Requirements:</p> <ol style="list-style-type: none"> <li>1. The arrangement, character, extent, width, grade and location of all streets put in the proposed subdivision shall conform to the comprehensive plan and shall be considered in their relation to existing and planned streets, topography, public convenience and safety, and the proposed uses of the land;</li> <li>2. All streets shall be constructed to meet or exceed the criteria and standards set forth in chapter 12.04 of this code, and all other applicable ordinances, resolutions or regulations of the city or any other governmental entity having jurisdiction, now existing or adopted, amended or codified;</li> <li>3. Where a subdivision abuts or contains an existing or proposed arterial street, railroad or limited access highway right of way, the council may require a frontage street, planting strip, or similar design features;</li> <li>4. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods;</li> <li>5. Street grades shall not be less than three-tenths percent (0.3%) and not more than seven percent (7%) so as to provide safe movement of traffic and emergency vehicles in all weather and to provide for adequate drainage and snow plowing;</li> <li>6. In general, partial dedications shall not be permitted, however, the council may accept a partial street dedication when such a street forms a boundary of the proposed subdivision and is deemed necessary for the orderly development of the neighborhood, and provided the council finds it practical to require the dedication of the remainder of the right of way when the adjoining property is subdivided. When a partial street exists adjoining the proposed subdivision, the remainder of the right of way shall be dedicated;</li> <li>7. Dead end streets may be permitted only when such street terminates at the boundary of a subdivision and is necessary for the development of the subdivision or the future development of the adjacent property. When such a dead end street serves more than two (2) lots, a temporary turnaround easement shall be provided, which easement shall revert to the adjacent lots when the street is extended;</li> <li>8. A cul-de-sac, court or similar type street shall be permitted only when necessary to the development of the subdivision, and provided, that no such street shall have a maximum length greater than four hundred feet (400') from entrance to center of turnaround, and all cul-de-sacs shall have a minimum turnaround radius of sixty feet (60') at the property line and not less than forty five feet (45') at the curb line;</li> </ol>



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				<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 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>
<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>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input 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>



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				<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>New required easements for snow storage have been indicated.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.K	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 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.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.L	Water System Improvements: A central domestic water distribution system shall be installed in all subdivisions by the subdivider as a required improvement. The subdivider shall also be required to locate and install an adequate number of fire hydrants within the proposed subdivision according to specifications and requirements of the City under the supervision of the Ketchum Fire Department and other regulatory agencies having jurisdiction. Furthermore, the central water system shall have sufficient flow for domestic use and adequate fire flow. All such water systems installed shall be looped extensions, and no dead end systems shall be permitted. All water systems shall be connected to the Municipal water system and shall meet the standards of the following agencies: Idaho Department of Public Health, Idaho Survey and Rating Bureau, District Sanitarian, Idaho State Public Utilities Commission, Idaho Department of Reclamation, and all requirements of the City.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.M	Planting Strip Improvements: Planting strips shall be required improvements. When a predominantly residential subdivision is proposed for land adjoining incompatible uses or features such as highways, railroads, commercial or light industrial districts or off street parking areas, the subdivider shall provide planting strips to screen the view of such incompatible features. The subdivider shall submit a landscaping plan for such planting strip with the preliminary plat application, and the landscaping shall be a required improvement.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.N	Cuts, Fills, And Grading Improvements: Proposed subdivisions shall be carefully planned to be compatible with natural topography, soil conditions, geology and hydrology of the site, as well as to minimize cuts, fills, alterations of topography, streams, drainage channels, and disruption of soils and vegetation. The design criteria shall include the following:



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				<ol style="list-style-type: none"> <li>1. A preliminary soil report prepared by a qualified engineer may be required by the commission and/or Council as part of the preliminary plat application.</li> <li>2. Preliminary grading plan prepared by a civil engineer shall be submitted as part of all preliminary plat applications. Such plan shall contain the following information:             <ol style="list-style-type: none"> <li>a. Proposed contours at a maximum of five foot (5') contour intervals.</li> <li>b. Cut and fill banks in pad elevations.</li> <li>c. Drainage patterns.</li> <li>d. Areas where trees and/or natural vegetation will be preserved.</li> <li>e. Location of all street and utility improvements including driveways to building envelopes.</li> <li>f. Any other information which may reasonably be required by the Administrator, commission or Council to adequately review the affect of the proposed improvements.</li> </ol> </li> <li>3. Grading shall be designed to blend with natural landforms and to minimize the necessity of padding or terracing of building sites, excavation for foundations, and minimize the necessity of cuts and fills for streets and driveways.</li> <li>4. Areas within a subdivision which are not well suited for development because of existing soil conditions, steepness of slope, geology or hydrology shall be allocated for open space for the benefit of future property owners within the subdivision.</li> <li>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.</li> <li>6. Where cuts, fills, or other excavations are necessary, the following development standards shall apply:             <ol style="list-style-type: none"> <li>a. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability.</li> <li>b. Fills shall be compacted to at least ninety five percent (95%) of maximum density as determined by AASHO T99 (American Association of State Highway Officials) and ASTM D698 (American Standard Testing Methods).</li> <li>c. Cut slopes shall be no steeper than two horizontal to one vertical (2:1). Subsurface drainage shall be provided as necessary for stability.</li> <li>d. Fill slopes shall be no steeper than three horizontal to one vertical (3:1). Neither cut nor fill slopes shall be located on natural slopes of three to one (3:1) or steeper, or where fill slope toes out within twelve feet (12') horizontally of the top and existing or planned cut slope.</li> <li>e. Toes of cut and fill slopes shall be set back from property boundaries a distance of three feet (3'), plus one-fifth (1/5) of the height of the cut or the fill, but may not exceed a horizontal distance of ten feet (10'); tops and toes of cut and fill slopes shall be set back from structures at a distance of at least six feet (6'), plus one-fifth (1/5) of the height of the cut or the fill. Additional setback distances shall be provided as necessary to accommodate drainage features and drainage structures.</li> </ol> </li> </ol>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.O	<p>Drainage Improvements: 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>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.P	<p>Utilities: In addition to the terms mentioned in this section, all utilities including, but not limited to, electricity, natural gas, telephone and cable services shall be installed underground as a required improvement by the subdivider. Adequate provision for expansion of such services within the subdivision or to adjacent lands including installation of conduit pipe across and underneath streets shall be installed by the subdivider prior to construction of street improvements.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.Q	<p>Off Site Improvements: Where the off site impact of a proposed subdivision is found by the commission or Council to create substantial additional traffic, improvements to alleviate that impact may be required of the subdivider prior to final plat approval, including, but not limited to, bridges, intersections, roads, traffic control devices, water mains and facilities, and sewer mains and facilities.</p>



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<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.R	Avalanche And Mountain Overlay: All improvements and plats (land, planned unit development, townhouse, condominium) created pursuant to this chapter shall comply with City of Ketchum Avalanche Zone District and Mountain Overlay Zoning District requirements as set forth in Title 17 of this Code.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.S	Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.