



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date:	October 6, 2025	Staff Member/Dept:	Abby Rivin, AICP – Senior Planner, Planning and Building Department
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Agenda Item:	Recommendation to review and approve the Knob Hill Residence Lot Consolidation Preliminary Plat with Waiver Requests and adopt the Findings of Fact, Conclusions of Law, and Decision.
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Recommended Motion:

"I move to approve the Knob Hill Residence Lot Consolidation Preliminary Plat with Waiver Requests and adopt the Findings of Fact, Conclusions of Law, and Decision."

Reasons for Recommendation:

- | |
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| <ul style="list-style-type: none">The applicant is proposing to develop a single-family home and associated site improvements on two vacant Ketchum townsite lots on Walnut Avenue just north of 6th Street within the Knob Hill neighborhood. The subject property is located within the city's Limited Residential (LR) Zone and the Mountain Overlay (MO). The applicant has submitted a Lot Consolidation Subdivision Preliminary Plat Application to combine lots 3 and 4 within Block 91 of Ketchum Townsite and requests two waivers. Lot consolidations are permitted in the LR Zone subject to a waiver pursuant to KMC §16.04.030.C.1a. In addition to the waiver required to consolidate the two lots in the LR Zone, the applicant has requested a waiver to establish a reasonable building envelope within the hillside of 25% and greater slope. |
| <ul style="list-style-type: none">The application complies with all applicable standards for preliminary plats specified in the Subdivision Regulations (Title 16) of Ketchum Municipal Code (KMC). The waiver requests meet the requirements specified in KMC §16.04.130A. The request to consolidate complies with all standards for lot consolidations specified in KMC §16.04.030.C4. City departments reviewed the application and all comments have been addressed satisfactorily through the applicant's revisions to the preliminary plat or conditions of approval. |
| <ul style="list-style-type: none">The Planning and Zoning Commission (Commission) held public hearings to consider the Knob Hill Residence Mountain Overlay (MO) Design Review (Application File No. P25-016) and Lot Consolidation Preliminary Plat with Waiver Requests (Application File No. P25-016A) during their regular meetings on August 26 and September 9, 2025. The Commission unanimously approved the Knob Hill Residence MO Design Review and unanimously recommended approval of the Lot Consolidation Preliminary Plat with Waiver Requests to the City Council on September 9, 2025. |

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

Sustainability Impact:

None OR state impact here: None

Financial Impact:

None OR Adequate funds exist in account:	None
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Attachments:

1. Application and Supporting Materials
2. Lot Consolidation Preliminary Plat
3. Draft City Council Findings of Fact, Conclusions of Law, and Decision

Attachment 1

Application and Supporting Materials



City of Ketchum
Planning & Building

OFFICIAL USE ONLY

Application Number:

Date Received:

By:

Fee Paid:

Approved Date:

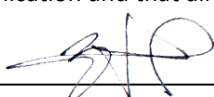
By:

Subdivision Application-Preliminary Plat

Submit completed application and documentation to planningandzoning@ketchumidaho.org Or hand deliver to Ketchum City Hall, 191 5th St. W. Ketchum, ID 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 and click on Municipal Code. You will be contacted and invoiced once your application package is complete.

APPLICANT INFORMATION			
Name of Proposed Subdivision: KETCHUM TOWNSITE: BLOCK 91: LOT 3A			
Owner of Record: Knob Hill Properties, LLC			
Address of Owner: P.O. Box 14001-174, Ketchum, ID 83340			
Representative of Owner: Ro Rockett Design		Phone #: 415-289-0830	
Email: zrockett@rorockettdesign.com			
Legal Description: Ketchum Lot 3&4, Block 91		RPK 00000910030 & 0000091004A	
Street Address: Lot 3&4, Block 91			
SUBDIVISION INFORMATION			
Number of Lots/Parcels: 1			
Total Land Area: 16,523sf Combined			
Current Zoning District: LR			
Proposed Zoning District: LR			
Overlay District: Mountain			
TYPE OF SUBDIVISION			
Condominium <input type="checkbox"/>	Land <input checked="" type="checkbox"/>	PUD <input type="checkbox"/>	Townhouse <input type="checkbox"/>
Adjacent land in same ownership in acres or square feet: N/A			
Easements to be dedicated on the final plat: No new easements.			
Briefly describe the improvements to be installed prior to final plat approval: None			
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 to planningandzoning@ketchumidaho.org			

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

9.17.2025

Date



City of Ketchum
Planning & Building

OFFICIAL USE ONLY
File Number:
Date Received:
Fee Paid:
By:
Approved Date:
Denied Date:
By:

APPLICATION FOR A WAIVER OF REQUIREMENTS

Submit completed application and documentation to planningandbuilding@ketchumidaho.org Or hand deliver to Ketchum City Hall, 191 5th St. W. Ketchum, ID 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 and click on Municipal Code. You will be contacted and invoiced once your application package is complete.

Name: Zac Rockett / Ro Rockett Design

Phone: 415-289-0830 x201 Email: zrockett@rorockettdesign.com

Mailing Address: 1306 Bridgeway, Upper Flr, Sausalito, CA 94965

Project Address: Lot 3&4, Block 91

Legal Description: Ketchum Lot 3&4, Block 91

Zoning Designation: LR Lot Size: 16,523sf Combined Commercial Residential X

Overlay District: Flood Avalanche Pedestrian Mountain X

Please state with particularity the matters the applicant seeks waiver or deferral:

Request to establish a reasonable building envelope within slopes of 25% and greater and
consolidate Lots 3 & 4 , Block 91.

Please state how the waiver or deferral would not be detrimental to the public welfare, health and safety nor injurious to property owners in the immediate area.

The lot consolidation is in conformance with the 2014 Comprehensive Plan & Interim Ordinance 1234.

All applicable existing zoning, overlay district, building, and fire safety requirements will be met.

Applicant's Signature: 

Date: 9.17.2025

**Instrument # 705171**

HAILEY, BLAINE, IDAHO
03-11-2024 10:50:19 AM No. of Pages: 2
Recorded for: BLAINE COUNTY TITLE
STEPHEN MCDOUGALL GRAHAM Fee: \$15.00
Ex-Officio Recorder Deputy: MG
Electronically Recorded by Simplifile

WARRANTY DEED

FOR VALUE RECEIVED

Breyman Properties, LLC, an Oregon limited liability company,

the Grantor, hereby grants, bargains, sells, conveys and warrants unto

Knob Hill Properties, LLC, a Nevada Limited Liability Company

the Grantee, whose current address is:

the following described premises, to-wit:

Lots 3 and 4 in Block 91, of the VILLAGE OF KETCHUM, as shown on the certified copy of the official map thereof, recorded as Instrument No. 302967, records of Blaine County, Idaho.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except those to which this conveyance is expressly made subject to and those made, suffered or done by the Grantee; and subject to all existing patent reservations; restrictions in railroad deeds of record; easements and rights of way established and of record; protective covenants of record; zoning ordinances and applicable building codes, use restrictions, ordinances, laws and regulations of any governmental unit; general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable; and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

Dated this 6 day of March, 2024.

BREYMAN PROPERTIES, LLC,
an Oregon limited liability company

By: 

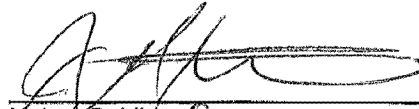
Stephen E. Babson, Manager

By: 

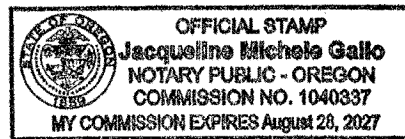
Melissa N. Babson, Manager

State of Oregon
County of Multnomah

This record was acknowledged before me on 6th day of March, 2024, by Stephen E. Babson and Melissa N. Babson, as Managers of Breyman Properties, LLC, an Oregon limited liability company.


Notary Public Oregon
My Commission Expires: 8/28/2027

(STAMP)



ALTA Commitment for Title Insurance



Issued By Old Republic National 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, Old Republic National Title Insurance Company, (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, 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.

Blaine County Title, Inc.
360 Sun Valley Road
P.O. Box 3176
Ketchum, ID 83340
(208) 726-0700


Authorized Countersignature

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607
(612) 371-1111 www.oldrepublictitle.com

By



President

Attest



Secretary

COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "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.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of 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 countersignature 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 is not liable for any other amendment to this Commitment.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National 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; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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 is not 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 is only liable 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 does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not 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. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- 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 under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. 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 IS 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 closing, settlement, escrow, or any other purpose.

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. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

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10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election 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>.

Transaction Identification Data, for which the Company assumes no liability as set forth in Condition 5 e.:

Issuing Agent: Blaine County Title, Inc.
Issuing Office: 360 Sun Valley Road, P.O. Box 3176, Ketchum, ID 83340
Issuing Office's ALTA® Registry ID: 1074245
Loan ID Number:
Commitment Number: 2526032
Issuing Office File Number: 2526032
Property Address: Vacant Land, Ketchum, ID 83340
Revision Number:

SCHEDULE A

COMMITMENT

1. Commitment Date: April 23, 2025 at 8:00 A.M.
2. Policy to be issued:
 - (a) 2021 ALTA® Owner's Policy
Proposed Insured:
Proposed Amount of Insurance: \$
The estate or interest to be insured:
 - (b) 2021 ALTA® Loan Policy
Proposed Insured:
Proposed Amount of Insurance \$
The estate or interest to be insured:
3. The estate or interest in the Land at the Commitment Date is:

Fee Simple
4. The Title is, at the Commitment Date, vested in:
Knob Hill Properties, LLC, a Nevada Limited Liability Company
and, as disclosed in the Public Records, has been since March 11, 2024
5. The Land is described as follows:

Lots 3 and 4 in Block 91, of the VILLAGE OF KETCHUM, as shown on the certified copy of the official map thereof, recorded as Instrument No. 302967, records of Blaine County, Idaho.

STATEMENT OF CHARGES

Title Search: \$150.00

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ORT Form 4757 A

Schedule A – ALTA Commitment for Title Insurance 2021 v 01.00 07/01/2021
File No. 2526032

SCHEDULE B I

COMMITMENT

REQUIREMENTS

File No.: 2526032

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.

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ORT Form 4757 B I

Schedule B I – ALTA Commitment 2021 v 01.00 07/01/2021

File No. 2526032

SCHEDULE B II

COMMITMENT

EXCEPTIONS FROM COVERAGE

File No.: 2526032

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

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

1. 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.
2. 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. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by Public Records.
3. Any facts, rights, interests, or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
4. Easements, liens, or encumbrances, or claims thereof, which are not shown by the Public Records.
5. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
6. (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.
7. Any lien or right to a lien for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
8. Rights of the state or federal government and/or public in and to any portion of the land for right of way (whether or not such rights are shown by recordings of easements and/or maps in the Public Records by the State of Idaho showing the general location of these rights of way).
9. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. Stewart makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interest that are not listed.

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ORT Form 4757 B II

Schedule B II – ALTA Commitment 2021 v 01.00 07/01/2021

File No. 2526032

SCHEDULE B II

COMMITMENT

EXCEPTIONS FROM COVERAGE

10. General taxes for the year 2025 and subsequent years, which are a lien not yet payable.

Note: General taxes for the year 2024, a lien in the amount of \$8,446.96, which are paid in full. (Parcel No. RPK00000910030)

Note: General taxes for the year 2024, a lien in the amount of \$8,446.96, which are paid in full. (Parcel No. RPK0000091004A)

11. Water, sewer, rubbish charges of the City of Ketchum.
12. Ketchum rubbish charges billed by Clear Creek Disposal.
13. Terms and Provisions of City of Ketchum Ordinance No. 173, recorded October 12, 1979 as [Instrument No. 197670](#), records of Blaine County, Idaho.
14. Notes, Easements and Restrictions, if any, as shown on the official map of the Village of Ketchum, recorded February 13, 1989 as [Instrument No. 302967](#), records of Blaine County, Idaho.
15. Reciprocal View Corridor and Landscape Easement Agreement, including the terms and provisions thereof, recorded September 13, 2019 as [Instrument No. 663131](#), records of Blaine County, Idaho.
16. All matters depicted on that certain Survey, recorded June 30, 2022, as [Instrument No. 694710](#), records of Blaine County, Idaho.

END OF EXCEPTIONS

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ORT Form 4757 B II

Schedule B II – ALTA Commitment 2021 v 01.00 07/01/2021
File No. 2526032

Page 2 of 2

**FACTS****WHAT DOES OLD REPUBLIC TITLE
DO WITH YOUR PERSONAL INFORMATION?****Why?**

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and employment information
- Mortgage rates and payments and account balances
- Checking account information and wire transfer instructions

When you are *no longer* our customer, we continue to share your information as described in this notice.

How?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Old Republic Title share?	Can you limit this sharing?
For our everyday business purposes — such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes — to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For non-affiliates to market to you	No	We don't share

Go to www.oldrepublictitle.com (Contact Us)

Who we are	
Who is providing this notice?	Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.

What we do	
How does Old Republic Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit https://www.oldrepublictitle.com/privacy-policy
How does Old Republic Title collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> • Give us your contact information or show your driver's license • Show your government-issued ID or provide your mortgage information • Make a wire transfer <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> • Sharing for affiliates' everyday business purposes - information about your creditworthiness • Affiliates from using your information to market to you • Sharing for non-affiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing. See the State Privacy Rights section location at https://www.oldrepublictitle.com/privacy-policy for your rights under state law.</p>

Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., and Mississippi Valley Title Services Company</i>
Non-affiliates	<p>Companies not related by common ownership or control. They can be financial and non- financial companies.</p> <ul style="list-style-type: none"> • <i>Old Republic Title does not share with non-affiliates so they can market to you</i>
Joint marketing	<p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • <i>Old Republic Title doesn't jointly market.</i>

Affiliates Who May be Delivering This Notice

American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.	eRecording Partners Network, LLC
Genesis Abstract, LLC	Guardian Consumer Services, Inc.	iMarc, Inc.	L.T. Service Corp.	Lenders Inspection Company
Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mississippi Valley Title Services Company	Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.
Old Republic Escrow of Vancouver, Inc.	Old Republic Exchange Company	Old Republic Title and Escrow of Hawaii, Ltd.	Old Republic National Title Insurance Company	Old Republic Title Company
Old Republic Title Company of Conroe	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma	Old Republic Title Company of Oregon	Old Republic Title Company of St. Louis
Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.	Old Republic Title, Ltd.	RamQuest Software, Inc.	Republic Abstract & Settlement, LLC
Sentry Abstract Company	Surety Title Agency, Inc.	Trident Land Transfer Company, LLC		

Attachment 2

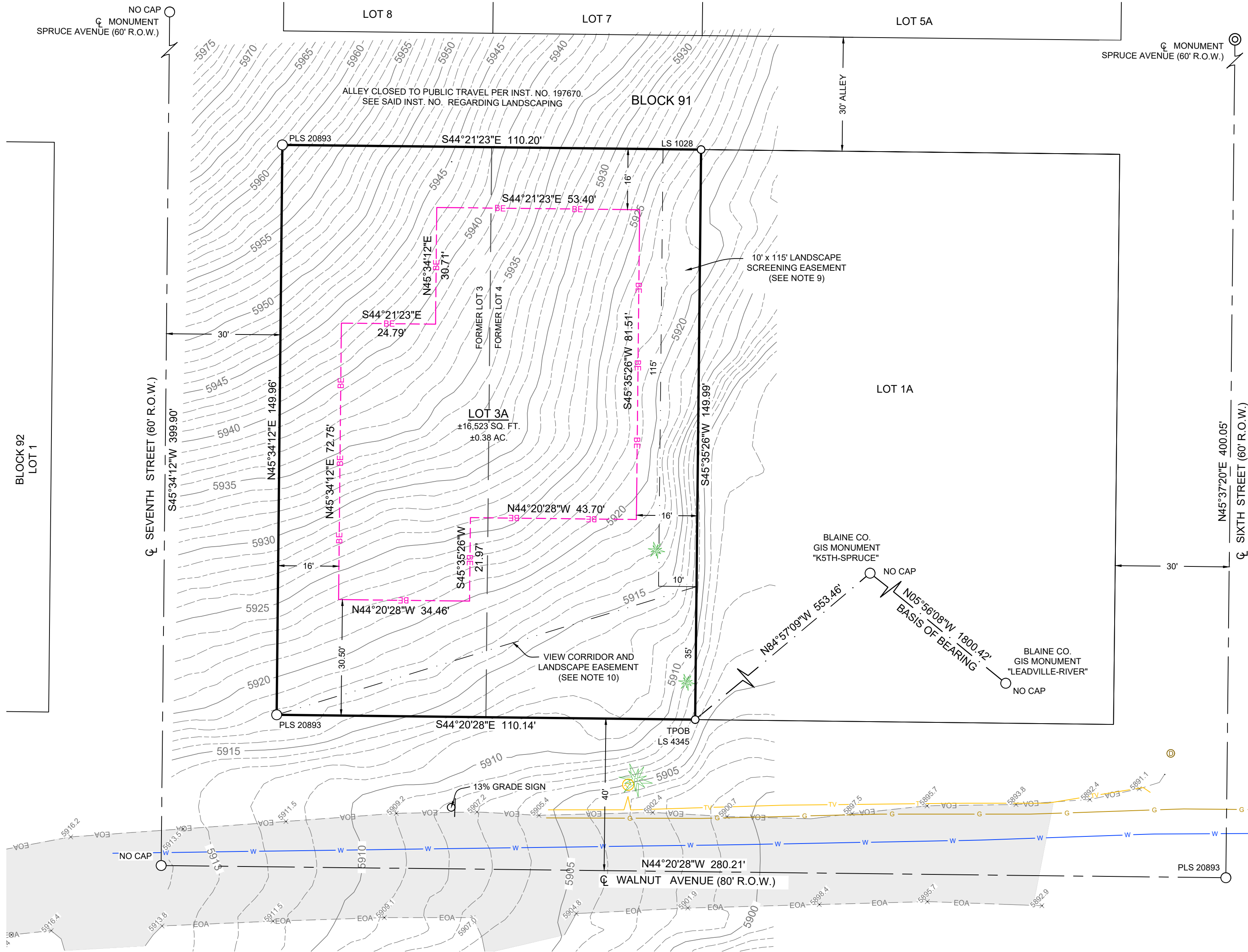
Lot Consolidation Preliminary Plat

A PRELIMINARY PLAT SHOWING:
KETCHUM TOWNSITE: BLOCK 91, LOT 3A

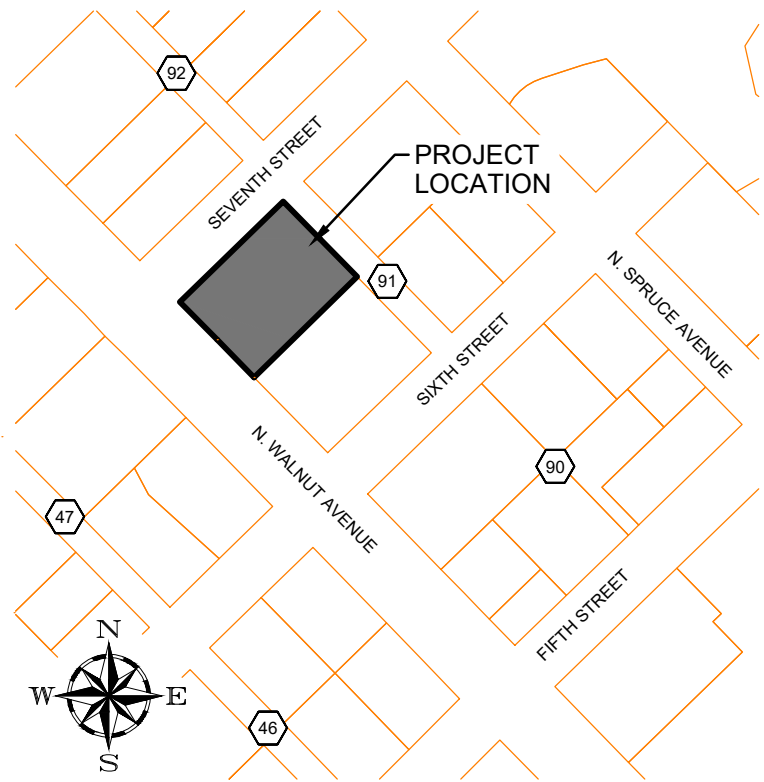
WHEREIN THE BOUNDARY COMMON TO LOTS 3 & 4 WITHIN BLOCK 91, KETCHUM TOWNSITE IS ELIMINATED,
AND A BUILDING ENVELOPE IS ESTABLISHED, CREATING LOT 3A.

LOCATED WITHIN: SECTION 18, TOWNSHIP 4 NORTH, RANGE 18 EAST, B.M.,
CITY OF KETCHUM, BLAINE COUNTY, IDAHO

APRIL 2025



VICINITY MAP
N.T.S.



LEGEND

	PROPERTY LINE
	ADJOINER'S LOT LINE
	CENTERLINE
	BUILDING ENVELOPE
	EASEMENT (TYPE AND WIDTH AS NOTED)
	G.I.S. TIE LINE
	5' CONTOUR INTERVAL
	1' CONTOUR INTERVAL
	EOA
	ASPHALT
	CABLE TV
	GAS MAIN
	WATER MAIN
	FOUND 5/8" REBAR (MARKED AS NOTED)
	FOUND 1/2" REBAR (MARKED AS NOTED)
	FOUND SURVEY SPIKE (PER INST. NO. 652564)
	SIGN
	DRY WELL
	CABLE TV RISER
	CONIFEROUS TREE

SURVEY NARRATIVE & NOTES

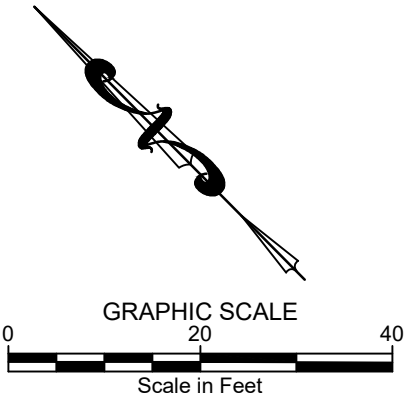
- THE PURPOSE OF THIS PLAT IS TO COMBINE LOTS 3 & 4 OF KETCHUM TOWNSITE, BLOCK 91 AND ESTABLISH A BUILDING ENVELOPE.
- ALL FOUND MONUMENTS WERE ACCEPTED AS EITHER ORIGINAL CORNERS, OR REPLACEMENTS OF ORIGINAL CORNERS.
- REFERENCES:
 - PLAT OF THE VILLAGE OF KETCHUM: INST. NO. 302967
 - PLAT OF KETCHUM, BLOCK 91, LOT 1A, INST. NO. 652564.
 - RECORD OF SURVEY OF KETCHUM TOWNSITE: BLOCK 91, LOTS 3 & 4, INST. NO. 694710.
 - PLAT OF KETCHUM, BLOCK 47, LOT 1B, INST. NO. 706081.
 - TITLE POLICY ISSUED BY OLD REPUBLIC TITLE INSURANCE COMPANY: POLICY NUMBER: OY-08164691, FILE NO: 2425421, DATED: MARCH 11, 2024.
- BOUNDARY DIMENSIONS SHOWN HEREON ARE MEASURED. REFER TO THE ABOVE REFERENCED DOCUMENTS FOR PREVIOUS RECORD DATA.
- VERTICAL DATUM: ELEVATIONS BASED ON NAVD 88 (GEOID18) DATUM UTILIZING SMARTNET CORS STATION IDKM.
- UTILITIES AND DRAIN PIPES IF SHOWN HEREON ARE PER SURFACE EVIDENCE ONLY. OTHER UNDERGROUND UTILITIES MAY EXIST. LOCATION OF UNDERGROUND UTILITIES AND SERVICES SHOULD BE CONFIRMED PRIOR TO EXCAVATION OR DESIGN.
- TREE LOCATIONS AND DRIP LINES IF SHOWN HEREON ARE APPROXIMATE.
- CONTOUR INTERVAL: 1' - CONTOURS IN AREAS OF DENSE VEGETATION MAY DEVIATE FROM TRUE ELEVATION BY ON HALF THE HEIGHT OF THE VEGETATION. DATE OF LIDAR FLIGHT FOR CONTOURS: 2017.
- A 10' BY 115' LANDSCAPE SCREENING EASEMENT FOR THE BENEFIT OF COLUMBIA HOLDINGS EXISTS PER INST. NO. 663131.
- A VIEW CORRIDOR AND LANDSCAPE EASEMENT FOR THE BENEFIT OF COLUMBIA HOLDINGS EXISTS PER INST. NO. 663131.
- THE CURRENT ZONING DISTRICT FOR THE WITHIN PLAT IS LR, LIMITED RESIDENTIAL.
- THE SUBJECT PARCEL IS LOCATED WITHIN THE MOUNTAIN OVERLAY DISTRICT.

HEALTH CERTIFICATE

Sanitary restrictions as required by Idaho Code Title 50, Chapter 13, are in force.No owner shall construct any building, dwelling or shelter which necessitates the supplying of water or sewage facilities for persons using such premises until sanitary restriction requirements are satisfied.

Date: _____

South Central Public Health District, REHS



KETCHUM TOWNSITE SUBDIVISION
BLOCK 91, LOT 3A

GALENA-BENCHMARK ENGINEERING
KETCHUM, IDAHO

SHEET 1 OF 1
Job No. 24099

Attachment 3

Draft

City Council

Findings of Fact, Conclusions of Law, and
Decision



City of Ketchum
Planning & Building

IN RE:)
)
Knob Hill Residence) KETCHUM CITY COUNCIL
Lot Consolidation Preliminary Plat) FINDINGS OF FACT, CONCLUSIONS OF LAW, AND
Application File Number: P25-016A) RECOMMENDATION
)
)
Date: October 6, 2025)

PROJECT: Knob Hill Residence

APPLICATION TYPE: Lot Consolidation Subdivision Preliminary Plat with Waiver Requests

FILE NUMBER: P25-016A

ASSOCIATED APPLICATIONS: Pre-Application Mountain Overlay Design Review P24-087 & Mountain Overlay Design Review P25-016

PROPERTY OWNER: Knob Hill Properties LLC

REPRESENTATIVE: Peter Seidner & Hank Moore, Presidio Vista Properties

ARCHITECT: Zac Rockett, Architect, Ro Rockett Design

REQUEST: Lot Consolidation Subdivision Preliminary Plat with Waiver Request to consolidate two lots in the LR Zone and establish a building envelope in 25% and greater slope.

LOCATION: Ketchum Townsite—Block 91: Lots 3 & 4
(Parcel Numbers: RPK0000091004A & RPK00000910030)

ZONING: Limited Residential (LR)

OVERLAY: Mountain Overlay (MO)

RECORD OF PROCEEDINGS

The Planning and Zoning Commission (the “Commission”) considered the Knob Hill Residence Lot Consolidation Preliminary Plat Application File No. P25-016A during their regular meetings on August 26 and September 9, 2025. The application was considered concurrently Mountain Overlay Design Review Application File No. P25-016 in accordance with Idaho Code §67-6522. A public hearing notice for the project was mailed to all owners of property within 300 feet of the project site and all political subdivisions on August 1, 2025. The public hearing notice was published in the Idaho Mountain Express

on August 6, 2025. A notice was posted on the project site on August 11, 2025. The public hearing notice was published on the city's website on August 7, 2025. The building corners were staked and the story pole was installed on the project site on August 19, 2025. After considering Staff's analysis, the applicant's presentation, and public comment, the Commission recommended approval of the Knob Hill Residence Lot Consolidation Subdivision Preliminary Plat Application File No. P25-016A to the City Council subject to conditions. The City Council reviewed the Knob Hill Residence Lot Consolidation Preliminary Plat with Waiver Requests during their meeting on October 6, 2025.

FINDINGS OF FACT

The Ketchum City Council having reviewed the entire project record, provided notice, and conducted the required public hearing does hereby make and set forth these Findings of Fact, Conclusions of Law, and Decision as follows:

The applicant is proposing to develop a new three-story, 7,672 square-foot single-family home and associated site improvements on two vacant Ketchum townsite lots on Walnut Avenue just north of 6th Street within the Knob Hill neighborhood (the "subject property"). The subject property is located within the city's Limited Residential (LR) Zone and the Mountain Overlay (MO).

The applicant has submitted a Lot Consolidation Subdivision Preliminary Plat Application to combine lots 3 and 4 and requests two waivers. Lot consolidations are permitted in the LR Zone subject to a waiver pursuant to KMC §16.04.030.C.1a. In addition to the waiver required to consolidate the two lots in the LR Zone, the applicant has requested a waiver to establish a reasonable building envelope within the hillside of 25% and greater slope.

Waiver Requests x2

Lot consolidations are permitted in the LR Zone subject to a waiver pursuant to KMC §16.04.030.C1a. The Council believes the project complies with all lot consolidation standards and waiver requirements. Building envelopes are required to be established on lots that contain areas of 25% or greater slope based on natural contours. These building envelopes must be established outside of hillsides with 25% and greater slope (KMC §16.04.040.F2) unless the request qualifies for one of two waivers outlined in the subdivision code. The application qualifies for the first waiver outlined in KMC §16.04.040.F2.a , which states a waiver may be considered, "for lot line shifts of parcels that are entirely within slopes of 25% or greater to create a reasonable building envelope, and mountain overlay design review standards and all other City requirements are met."

KMC §16.04.130A provides the following general requirements for waivers:

Waiver of any of the requirements of this chapter may be granted by the council on a case by case basis upon the recommendation of the commission. Application for such waiver(s) must be in writing and must show that there are special physical characteristics or conditions affecting the property in question where literal enforcement of this chapter would result in undue hardship not the result of actions by the subdivider, and that the waiver would not be detrimental to the public welfare, health and safety, nor injurious to property owners in the immediate area.

The subject property is characterized by a steep slope and easements that constrain development potential. The slope exhibit shows the subject property with areas of 25% and greater slope in red,

areas of 20% slope in green, and areas of 15% slope in yellow. Most of the subject property contains hillsides of 25% and greater slope. The subject property is constrained by a view corridor and landscape easement (recorded as Instrument No. 663131) that benefits the adjacent property to the south along Walnut Avenue. The view corridor easement is intended to preserve the views from the adjacent property over the southwest side of the subject property. The landscape easement is intended to provide screening for privacy. The Walnut Avenue public ROW between 6th and 9th streets is substandard and does not conform to city ROW standards for width or grade. The Council believes these characteristics of the subject property justify the granting of the waiver requests.

Lot Consolidation Standards

KMC §16.04.030.C4 requires that preliminary plat applications for lot consolidations must demonstrate conformance with:

- All applicable building permit and land use development approvals,
- All applicable zoning regulations in Title 17 of KMC, and
- General conformance with the comprehensive plan.

Standards for lot consolidations were first introduced in Ketchum through the adoption of Interim Ordinance 1234 in October 2022 and permanently added into the city's subdivision regulations through the adoption Ordinance 1249 in October 2023. These standards are intended to limit the loss of existing housing stock and preserve future housing opportunities on vacant lots. In addition, these standards promote the efficient use of land and infrastructure by encouraging infill development on vacant or underused parcels.

The proposed lot consolidation removes the opportunity to develop one single-family residence. While removing this housing opportunity, the lot consolidation helps reduce hillside disturbance compared to the disturbance that would be required to develop one housing unit on each of the two lots. The lot disturbance diagrams on sheet G-020 of the project plans show that the total undisturbed area in the two-lot development scenario is 523 square feet, which is 69% less than the 1,698 square feet that is proposed to be undisturbed with the proposed project on the consolidated parcel.

The Knob Hill Residence proposal presents benefits and trade-offs related to three core values identified in the 2014 Plan—community character, a variety of housing options, and environmental quality and scenic beauty. The 2014 Plan states that providing a variety of housing choices, both for the year-round workforce and second homes for seasonal residents, is critical to maintain Ketchum's strong economy and diverse demographic of residents (page 9). Policy H-3.1 encourages a mixture of housing types with varied price ranges and densities that meet a variety of needs (page 21). Our surrounding undeveloped hillsides and open spaces are an integral part of Ketchum's character. The 2014 Plan states, "Protecting and enhancing the visual character of our community gateways, the undeveloped hillsides, and night skies is a priority" (page 9). 2014 Plan goals and policies promote protecting hillsides from further development and encourage the strengthening of Mountain Overlay standards.

The proposal to develop one single-family home on the consolidate townsite lots reduces the amount of hillside disturbance but also removes the potential to develop one additional housing unit. The project is compatible with adjacent developments in the surrounding neighborhood. Many existing homes in the Knob Hill neighborhood are located on consolidated townsite lots. The Council believes

the benefits of reducing hillside disturbance and the project's compatibility with the surrounding Knob Hill neighborhood outweigh the loss of one additional housing unit.

Preliminary Plat Requirements (Ketchum Municipal Code §16.04.030)				
Compliant				
Yes	No	N/A	City Code	City Standards
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.C.1	The subdivider shall file with the administrator copies of the completed subdivision application form and preliminary plat data as required by this chapter.
			<i>Council Findings</i>	<i>The City of Ketchum Planning and Building Department received the completed subdivision application and all applicable application materials on April 24, 2025.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J	Contents Of Preliminary Plat: The preliminary plat, together with all application forms, title insurance report, deeds, maps, and other documents reasonably required, shall constitute a complete subdivision application.
			<i>Council Findings</i>	<i>The subdivision application was deemed complete on April 24, 2025.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.1	The preliminary plat shall be drawn to a scale of not less than one inch equals one hundred feet (1" = 100') and shall show the following: The scale, north point and date.
			<i>Council Findings</i>	<i>This standard is met as shown on Sheet 1 of the preliminary plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.2	The name of the proposed subdivision, which shall not be the same or confused with the name of any other subdivision in Blaine County, Idaho.
			<i>Council Findings</i>	<i>As shown on Sheet 1 of the preliminary plat, the plat is titled "Ketchum Townsite: Block 91, Lot 3A" which is not the same as any other subdivision in Blaine County, Idaho.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.3	The name and address of the owner of record, the subdivider, and the engineer, surveyor, or other person preparing the plat.
			<i>Council Findings</i>	<i>The name of the owner and surveyor is shown on Sheet 1 of the plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.4	Legal description of the area platted.
			<i>Council Findings</i>	<i>The legal description of the area platted is shown on page 1 of the preliminary plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.5	The names and the intersecting boundary lines of adjoining subdivisions and parcels of property.
			<i>Council Findings</i>	<i>The preliminary plat shows adjacent lots 1A, lot 5A, lot 7, and lot 8 located within block 91 of the original Ketchum Townsite.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.6	A contour map of the subdivision with contour lines and a maximum interval of five feet (5') to show the configuration of the land based upon the United States geodetic survey data, or other data approved by the city engineer.
			<i>Council Findings</i>	<i>Existing site conditions, including topography, are included on the project plans submitted with Mountain Overlay Design Review Application File No. P25-016.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.7	The scaled location of existing buildings, water bodies and courses and location of the adjoining or immediately adjacent dedicated streets, roadways and easements, public and private.

			Council Findings	Sheet 1 of the preliminary plat shows the location of Walnut Avenue, 6 th Street, the unimproved 7 th Street ROW, and the Block 91 alley.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.8	Boundary description and the area of the tract.
			Council Findings	Sheet 1 provides the boundary description of the area.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.9	Existing zoning of the tract.
			Council Findings	Plat note #11 on Sheet 1 of the preliminary plat specifies that the subject property is located within the City's Limited Residential Zoning District.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.10	The proposed location of street rights of way, lots, and lot lines, easements, including all approximate dimensions, and including all proposed lot and block numbering and proposed street names.
			Council Findings	The preliminary plat shows the location and property lines for consolidated Lot 3A. No new streets or blocks are being proposed with this application.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.J.11	The location, approximate size and proposed use of all land intended to be dedicated for public use or for common use of all future property owners within the proposed subdivision.
			Council Findings	This standard is not applicable as there is no requirement or proposal for land dedicated to public use.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.J.12	The location, size and type of sanitary and storm sewers, water mains, culverts and other surface or subsurface structures existing within or immediately adjacent to the proposed sanitary or storm sewers, water mains, and storage facilities, street improvements, street lighting, curbs, and gutters and all proposed utilities.
			Council Findings	This standard does not apply as this preliminary plat proposes to consolidate two existing lots within the original Ketchum Townsite
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.J.13	The direction of drainage, flow and approximate grade of all streets.
			Council Findings	This standard does not apply as no new streets are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.J.14	The location of all drainage canals and structures, the proposed method of disposing of runoff water, and the location and size of all drainage easements, whether they are located within or outside of the proposed plat.
			Council Findings	This standard does not apply as no new drainage canals or structures are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.J.15	All percolation tests and/or exploratory pit excavations required by state health authorities.
			Council Findings	This standard does not apply as no additional tests are required.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.J.16	A copy of the provisions of the articles of incorporation and bylaws of homeowners' association and/or condominium declarations to be filed with the final plat of the subdivision.
			Council Findings	This standard does not apply to the subdivision application for the lot consolidation.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.17	Vicinity map drawn to approximate scale showing the location of the proposed subdivision in reference to existing and/or proposed arterials and collector streets.
			Council Findings	Sheet 1 of the preliminary plat includes a vicinity map.

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.J.18	The boundaries of the floodplain, floodway and avalanche zoning district shall also be clearly delineated and marked on the preliminary plat.
			<i>Council Findings</i>	<i>The subject property is not within a floodplain, floodway, or avalanche zone district.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.19	Building envelopes shall be shown on each lot, all or part of which is within a floodway, floodplain, or avalanche zone; or any lot that is adjacent to the Big Wood River, Trail Creek, or Warm Springs Creek; or any lot, a portion of which has a slope of twenty five percent (25%) or greater; or upon any lot which will be created adjacent to the intersection of two (2) or more streets.
			<i>Council Findings</i>	<i>The subject property is comprised of two separate lots located within the block 91 of the original Ketchum Townsite. Building envelopes are required to be established on lots that contain areas of 25% or greater slope based on natural contours. These building envelopes must be established outside of hillsides with 25% and greater slopes (KMC §16.04.040.F2) unless the request qualifies for one of two waivers outlined in the subdivision code. The application qualifies for the first waiver outlined, which states a waiver may be considered, "for lot line shifts of parcels that are entirely within slopes of 25% or greater to create a reasonable building envelope, and mountain overlay design review standards and all other City requirements are met." The applicant has requested a waiver to create a reasonable building envelope on the consolidated development parcel.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.20	Lot area of each lot.
			<i>Council Findings</i>	<i>Sheet 1 of the preliminary plat shows that the area of consolidated Lot 3A is 16,523 square feet.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.J.21	Existing mature trees and established shrub masses.
			<i>Council Findings</i>	<i>No mature trees or established shrub masses exist on the subject property.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.22	A current title report shall be provided at the time that the preliminary plat is filed with the administrator, together with a copy of the owner's recorded deed to such property.
			<i>Council Findings</i>	<i>The applicant submitted a title commitment Company, and a quitclaim deed with the preliminary plat application.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.J.23	Three (3) copies of the preliminary plat shall be filed with the administrator.
			<i>Council Findings</i>	<i>The City of Ketchum received digital copies of the preliminary plat at the time of application.</i>

Subdivision Development & Design Standards (Ketchum Municipal Code §16.04.040)				
Compliant				
Yes	No	N/A	City Code	City Standards
<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. 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.
			<i>Council Findings</i>	<i>This standard is not applicable as this project combines two lots within the original Ketchum Townsite. No improvements are proposed or required for the lot consolidation.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.B	Improvement Plans: Prior to approval of final plat by the commission, the subdivider shall file two (2) copies with the city engineer, and the city engineer shall approve construction plans for all improvements required in the proposed subdivision. Such plans shall be prepared by a civil engineer licensed in the state.
			<i>Council Findings</i>	<i>This standard is not applicable as this project combines two lots within the original Ketchum Townsite. No additional improvements are proposed or required for the lot consolidation.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.C	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 conditions or other factors beyond the control of the subdivider, 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 one year 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.
			<i>Council Findings</i>	<i>This standard is not applicable as this project combines two lots within the original Ketchum Townsite. No additional improvements are proposed or required for the lot consolidation.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.D	As Built Drawing: Prior to acceptance by the city council of any improvements installed by the subdivider, two (2) sets of as built plans and specifications, certified by the subdivider's engineer, shall be filed with the city engineer. Within ten (10) days after completion of improvements and submission of as built drawings, the city engineer shall certify the completion of the improvements and the acceptance of the improvements, and shall submit a copy of such certification to the

				<p>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>Council Findings</i>	<p>This standard is not applicable as this project combines two lots within the original Ketchum Townsite. No additional improvements are proposed or required for the lot consolidation.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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"> 1. All angle points in the exterior boundary of the plat. 2. All street intersections, points within and adjacent to the final plat. 3. All street corner lines ending at boundary line of final plat. 4. All angle points and points of curves on all streets. 5. The point of beginning of the subdivision plat description.
			<i>Council Findings</i>	<p><i>The applicant shall meet the required monumentation standards prior to recordation of the final plat.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.F	<p>Lot Requirements:</p> <ol style="list-style-type: none"> 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. 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"> 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

				<p>mountain overlay design review standards and all other city requirements are met.</p> <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 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.</p>
			<i>Council Findings</i>	<p><i>Standard #3 through #6 are not applicable as the preliminary plat consolidates two existing lots and no new lots will be created.</i></p> <p><i>The lot consolidation preliminary plat complies with standard #1. The applicant has proposed consolidating the two lots and the new single-family residence will comply with the dimensional standards and setbacks required in the LR Zone.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.G	<p>G. Block Requirements: The length, width and shape of blocks within a proposed subdivision shall conform to the following requirements:</p> <ol style="list-style-type: none"> 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. 2. Blocks shall be laid out in such a manner as to comply with the lot requirements. 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. 4. Corner lots shall contain a building envelope outside of a seventy five foot (75') radius from the intersection of the streets.
			<i>Council Findings</i>	<p><i>N/A. This standard is not applicable as this project proposes to combine two existing lots within the original Ketchum Townsite. This application does not create a new block.</i></p>
<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"> 1. The arrangement, character, extent, width, grade and location of all streets put in the proposed subdivision shall conform to the

			<p>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;</p> <p>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;</p> <p>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;</p> <p>4. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods;</p> <p>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;</p> <p>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;</p> <p>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;</p> <p>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;</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>
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		<i>Council Findings</i>	<p><i>This standard is not applicable as this application proposes to combine two existing lots within the Ketchum Townsite. This proposal does not create a new street, private road, or bridge.</i></p>

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.I	Alley Improvement Requirements: Alleys shall be provided in business, 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 prohibited. 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.
			<i>Council Findings</i>	<i>This standard is not applicable as this project combines two lots within the Ketchum Townsite and no alley improvements are proposed.</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</p>

				dedicated by the subdivider to provide an adequate nonvehicular transportation system throughout the city.
			<i>Council Findings</i>	<i>This standard is not applicable as no easements are proposed or required for this project. The project does not create a new private street. This property is not adjacent to Warm Springs Road. The property does not border a watercourse, drainageway, channel, or stream.</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.
			<i>Council Findings</i>	<i>This standard is not applicable as this project proposes combining two existing lots within the original Ketchum Townsite. Sewer system improvements are not required for this lot consolidation.</i>
<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.
			<i>Council Findings</i>	<i>This standard is not applicable as this project proposes combining two existing lots within the original Ketchum Townsite. Water system improvements are not required for this lot consolidation.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.M	Planting Strip Improvements: Planting strips shall be required improvements. When a predominantly residential subdivision is proposed for land adjoining incompatible uses or features such as highways, railroads, commercial or light industrial districts or off street parking areas, the subdivider shall provide planting strips to screen the view of such incompatible features. The subdivider shall submit a landscaping

				plan for such planting strip with the preliminary plat application, and the landscaping shall be a required improvement.
			<i>Council Findings</i>	<i>This standard is not applicable as this project proposes to combine two existing lots within the Ketchum Townsite. Planting strip improvements are not required for this project.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.N	<p>Cuts, Fills, And Grading Improvements: Proposed subdivisions shall be carefully planned to be compatible with natural topography, soil conditions, geology and hydrology of the site, as well as to minimize cuts, fills, alterations of topography, streams, drainage channels, and disruption of soils and vegetation. The design criteria shall include the following:</p> <ol style="list-style-type: none"> 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. 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"> a. Proposed contours at a maximum of five foot (5') contour intervals. b. Cut and fill banks in pad elevations. c. Drainage patterns. d. Areas where trees and/or natural vegetation will be preserved. e. Location of all street and utility improvements including driveways to building envelopes. f. Any other information which may reasonably be required by the administrator, commission or council to adequately review the affect of the proposed improvements. 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. 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. 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. 6. Where cuts, fills, or other excavations are necessary, the following development standards shall apply: <ol style="list-style-type: none"> a. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability. b. Fills shall be compacted to at least ninety five percent (95%) of maximum density as determined by AASHTO T99 (American

				<p>Association of State Highway Officials) and ASTM D698 (American standard testing methods).</p> <p>c. Cut slopes shall be no steeper than two horizontal to one vertical (2:1). Subsurface drainage shall be provided as necessary for stability.</p> <p>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.</p> <p>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.</p>
			<i>Council Findings</i>	<p><i>This standard is not applicable as this project proposes combining two existing lots within the original Ketchum Townsite. No grading improvements are proposed or required for the lot consolidation. The grading improvements are shown the project plans submitted with Mountain Overlay Design Review Application File No. P25-016.</i></p>
<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>
			<i>Council Findings</i>	<p><i>This standard is not applicable as this project proposes combining two existing lots within the original Ketchum Townsite. No drainage improvements are proposed or required for the lot consolidation. The drainage improvements are shown on the project plans approved with Mountain Overlay Design Review Application File No. P25-016.</i></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</p>

				across and underneath streets shall be installed by the subdivider prior to construction of street improvements.
			<i>Council Findings</i>	<i>This standard is not applicable as this project proposes combining two existing lots within the original Ketchum Townsite. No utility improvements are proposed or required for the lot consolidation. The drainage improvements are shown on the project plans approved with Mountain Overlay Design Review Application File No. P25-016.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.Q	Off Site Improvements: Where the offsite 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>Council Findings</i>	<i>This standard is not applicable as this project proposes combining two existing lots within the original Ketchum Townsite. Off-site improvements are not required or proposed with this project.</i>
<input checked="" 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.
			<i>Council Findings</i>	<i>The Commission believes the project complies with all Mountain Overlay Zoning District requirements and the Mountain Overlay design review criteria and standards specified in KMC §17.104.070.A.</i>
<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.
			<i>Council Findings</i>	<i>This standard is not applicable as this project proposes combining two existing lots within the original Ketchum Townsite. The project plans submitted with Mountain Overlay Design Review Application File No. P25-16 specify the existing mature vegetation that is proposed to remain on the subject property.</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 Municipal 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 Lot Consolidation Subdivision Preliminary Plat application for the development and use of the project site.
2. The City Council has authority to hear the applicant’s Lot Consolidation Subdivision Preliminary Plat Application pursuant to Chapter 16.04 of Ketchum Municipal Code Title 16.
3. The City of Ketchum Planning Department provided notice for the review of this application in accordance with Ketchum Municipal Code §16.04.030.
4. The Lot Consolidation Subdivision Preliminary Plat Application is governed under Chapter 16.04 of Ketchum Municipal Code.
5. The Knob Hill Residence Lot Consolidation Subdivision Preliminary Plat Application File No. P25-016A meets all applicable standards specified in Title 16 of Ketchum Municipal Code.

DECISION

THEREFORE, the Ketchum City Council **approves** of this Lot Consolidation Preliminary Plat with Waiver Requests Application File No. P25-016A this Monday, October 6, 2025 subject to the following conditions of approval.

CONDITIONS OF APPROVAL

1. This Lot Consolidation Subdivision Preliminary Plat with Waiver Requests approval is subject to Mountain Overlay Design Review Application File No. P25-016.
2. As required by KMC 16.04.030.I, the applicant shall obtain final plat approval within two years of City Council’s approval of the preliminary plat. If final plat approval is not obtained within this timeframe, the preliminary plat approval shall become null and void.
3. The lot consolidation subdivision final plat shall not be signed by the City Clerk or recorded until a building permit is issued for the Knob Hill Residence development pursuant to KMC §16.04.030.G.

Findings of Fact **adopted** this 6th day of October 2025.

Neil Bradshaw
Mayor
City of Ketchum