



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

Reasons for Recommendation:

-
-
-

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

Sustainability Impact:

Financial Impact:

Attachments:

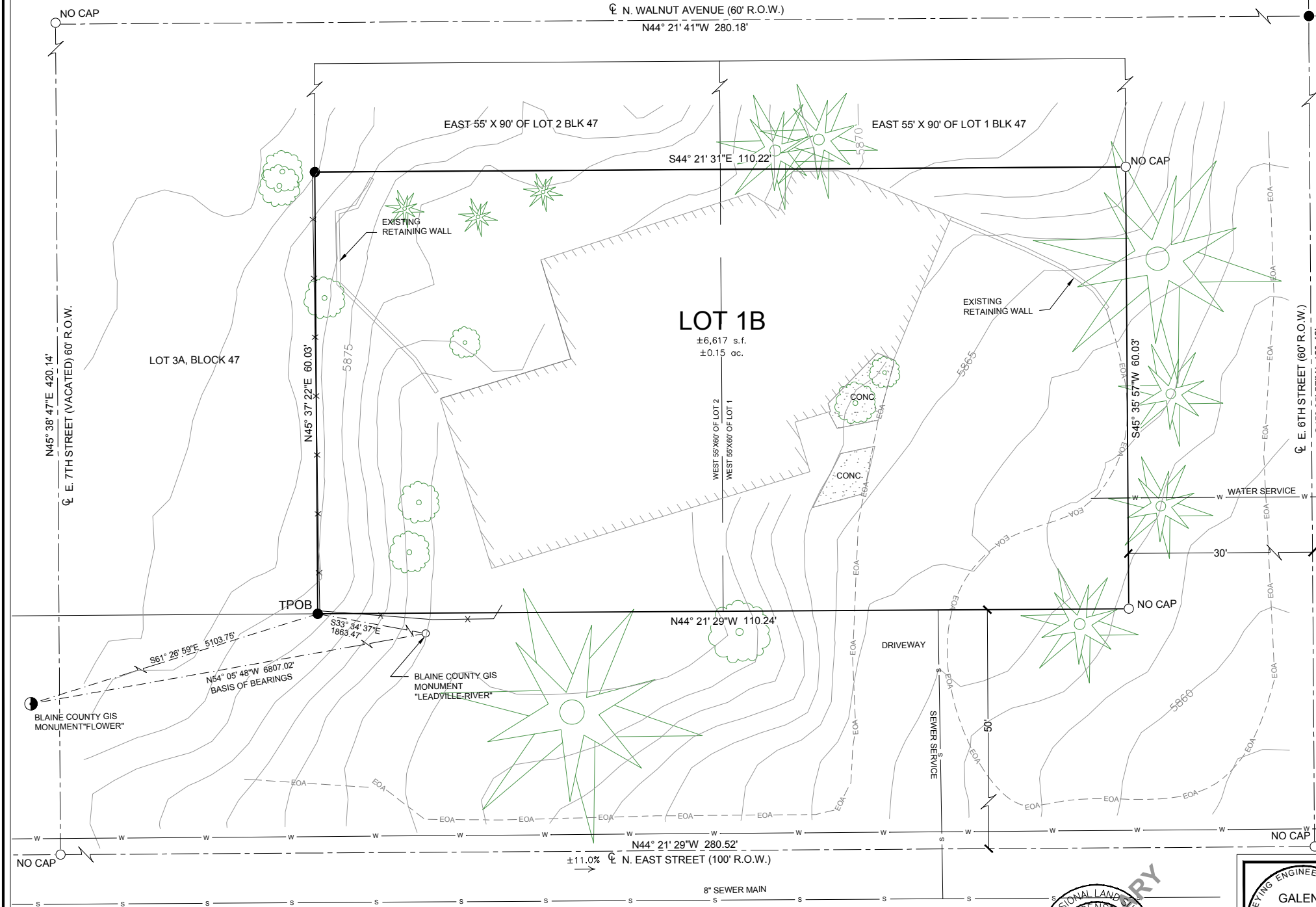
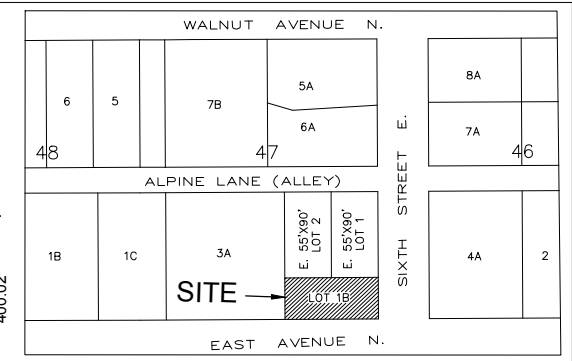
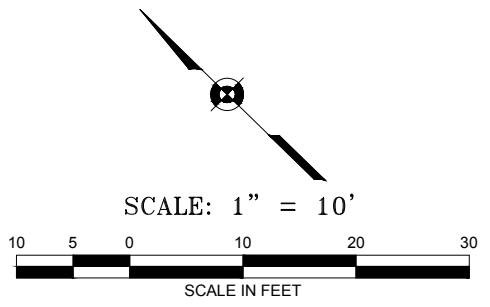
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Attachment A:
600 East Ave Application
Materials

A PLAT SHOWING:
KETCHUM TOWNSITE: BLOCK 47, LOT 1B
 WHEREIN THE BOUNDARY COMMON TO THE WEST 55' X 60' OF LOTS 1 & 2 WITHIN BLOCK 47,
 KETCHUM TOWNSITE IS ELIMINATED, CREATING LOT 1B.

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

DECEMBER 2023
PRELIMINARY PLAT



VICINITY MAP
 NOT TO SCALE

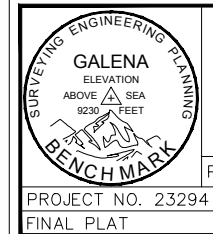
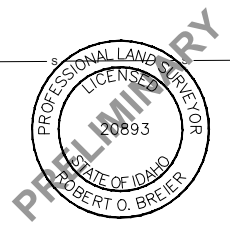
LEGEND

- PROPERTY BOUNDARY
- ADJOINING PROPERTY LINE
- - - LOT LINE TO BE ELIMINATED
- - - BLAINE COUNTY GIS TIE
- - - ROAD CENTERLINE
- - - FENCELINE
- - - EOA
- FOUND 5/8" REBAR (MARKED AS NOTED)
- SET 5/8" REBAR (PLS 20893)
- ⊙ FOUND GIN SPINDLE
- ⊙ FOUND ALUMINUM CAP ON 5/8" REBAR
- CONTOUR LINE
- ▨ EXISTING HOUSE FOOTPRINT
- ▨ CONCRETE
- ★ CONIFER TREE
- DECIDUOUS TREE

- SURVEY NARRATIVE & NOTES**
- THE PURPOSE OF THIS PLAT IS TO COMBINE THE WEST 55' X 60' OF LOTS 1 & 2 OF KETCHUM TOWNSITE, BLOCK 47. ALL FOUND MONUMENTS WERE ACCEPTED AS EITHER ORIGINAL CORNERS, OR REPLACEMENTS OF ORIGINAL CORNERS. THE ORIGINAL CENTERLINE MONUMENT AT THE INTERSECTION OF WALNUT AVENUE AND SIXTH STREET WAS LOCATED PRIOR TO ROAD CONSTRUCTION, THEN RESET AT THE SAME LOCATION BASED ON THE PRIOR COLLECTED FIELD DATA. THE LOCATION OF SAID CENTERLINE MONUMENT MATCHES RECORD DISTANCES FROM INSTRUMENT NUMBERS 652564, 350014 & 325244. THE SET MONUMENTS ON THE NORTH WESTERLY BOUNDARY OF LOT 1B WERE ESTABLISHED BY HOLDING RECORD RIGHT-OF-WAY WIDTHS AND PROPORTIONING RECORD DISTANCES BETWEEN FOUND CENTERLINE MONUMENTS.
 - REFERENCES:
 - PLAT OF VILLAGE OF KETCHUM; INST. NO. 302967.
 - REPLAT OF KETCHUM; BLOCK 47, LOTS 7A & 8A, INST. NO. 350014.
 - REPLAT OF LOTS 5-8 AND THE SOUTHEASTERLY 30 FEET OF SEVENTH STREET, BLOCK 47, ORIGINAL KETCHUM TOWNSITE; INST. NO. 325244.
 - REPLAT OF LOTS 3 & 4, BLOCK 47, KETCHUM TOWNSITE; INST. NO. 298561.
 - REPLAT OF LOTS 1 & 2, BLOCK 91, KETCHUM TOWNSITE; INST. NO. 652564.
 - RECORD OF SURVEY OF LOTS 1&2, KETCHUM TOWNSITE; INST. NO. 626556.
 - LOT BOOK GUARANTEE NO. G-2222-00090065, OCTOBER 23, 2023, BY STEWART TITLE GUARANTY COMPANY.
 - WARRANTY DEED; INST. NO. 664923.
 - DISTANCES SHOWN ARE MEASURED. REFER TO THE ABOVE REFERENCED DOCUMENTS FOR PREVIOUS RECORD DATA.
 - THE PROPERTY SHOWN HEREON IS SUBJECT TO THE FOLLOWING DOCUMENTS: AN AGREEMENT REGARDING GARAGE ENCROACHMENT, INST. NO. 404887; AMENDED RIGHT-OF-WAY ENCROACHMENT AGREEMENT 20224, INST. NO. 657568; AND THE DECLARATION OF SPECIAL COVENANTS, CONDITIONS AND RESTRICTIONS, INST. NO. 702392.
 - THE CURRENT ZONING DISTRICT FOR THE WITHIN PLAT IS LR, LIMITED RESIDENTIAL.
 - CONTOUR INTERVAL: 1' - CONTOURS IN AREAS OF DENSE VEGETATION MAY DEVIATE FROM TRUE ELEVATION BY ONE HALF THE HEIGHT OF THE VEGETATION. DATE OF LIDAR FLIGHT FOR CONTOURS: 2017.
 - WATER & SEWER LOCATIONS PER CITY OF KETCHUM RECORDS ARE APPROXIMATE AND SHOULD NOT BE USED FOR DESIGN PURPOSES.
 - FOR THE PURPOSE OF THIS PLAT, ACCESS TO LOT 1B SHALL BE PERMITTED FROM EAST AVENUE.

OWNER OF RECORD:
 DEREK & ANNE KLOMHAUS
 P.O. BOX 10143
 KETCHUM, ID 83340
 PREPARED BY: GALENA - BENCHMARK ENGINEERING

HEALTH CERTIFICATE
 Sanitary restrictions as required by Idaho Code Title 50, Chapter 13, have been satisfied. Sanitary restrictions may be reimposed, in accordance with Idaho Code Title 50, Chapter 13, Section 50-1326, by the issuance of a certificate of disapproval.
 Date: _____
 South Central Public Health District, REHS



**KETCHUM TOWNSITE:
 BLOCK 47, LOT 1B**
 LOCATED WITHIN:
 SECTION 18, TOWNSHIP 4 NORTH, RANGE 18 EAST,
 B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
 PREPARED FOR: DEREK & ANNE KLOMHAUS

PROJECT NO. 23294	DWG BY: HBD/CPL	FILE: 23294PRE.DWG
FINAL PLAT	DATE: 12/14/2023	SHEET: 1 OF 1



WARRANTY DEED

FOR VALUE RECEIVED

Steven M. Shafran, a married man as his sole and separate property

GRANTOR(S), hereby grants, bargains, sells, conveys and warrants unto

Derek Klomhaus and Anne Klomhaus, husband and wife as Community Property with
Right of Survivorship

GRANTEE(S) whose current address is: 2100 Arpdale St., Austin, TX 78704

the following described premises, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO

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.

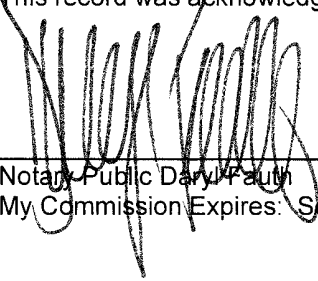
Dated this 18th day of October, 2019.

A handwritten signature in black ink, appearing to be 'S. Shafran', written over a horizontal line.

Steven M. Shafran

State of Idaho
County of Blaine

This record was acknowledged before me on 18th day of October, 2019, by Steven M. Shafran.



Notary Public Daryl Fauth
My Commission Expires: September 24, 2024

(STAMP)

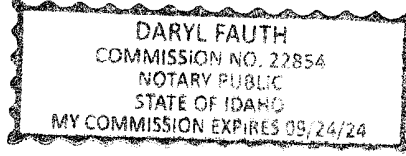


EXHIBIT "A"
LEGAL DESCRIPTION

The Southwesterly (60) feet of Lots 1 and 2 in Block 47 of THE CITY OF KETCHUM, according to the official plat thereof, on file in the office of the County Recorder, of Blaine County, Idaho, more particularly described as follows:

BEGINNING at the most Southerly Corner of said Lot 1; thence
Northeasterly along the Southeasterly line of Lot 1, 60.00 feet, thence
Northwesterly along a line parallel to the Southwesterly line of said Lots 1 and 2, 110.00 feet; thence
Southwesterly along the Northwesterly line of said Lot 2, 60.00 feet; thence
Southeasterly along the Southwesterly line of said Lots 1 and 2, 110.00 feet to the TRUE POINT OF
BEGINNING.



CLTA GUARANTEE

ISSUED BY
STEWART TITLE GUARANTY COMPANY
A CORPORATION, HEREIN CALLED THE COMPANY

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE, AND SUBJECT TO THE FURTHER EXCLUSION AND LIMITATION THAT NO GUARANTEE IS GIVEN NOR LIABILITY ASSUMED WITH RESPECT TO THE IDENTITY OF ANY PARTY NAMED OR REFERRED TO IN SCHEDULE A OR WITH RESPECT TO THE VALIDITY, LEGAL EFFECT OR PRIORITY OF ANY MATTER SHOWN THEREIN.

GUARANTEES

the Assured named in Schedule A against actual monetary loss or damage not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

Dated: October 23, 2023

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

Countersigned by:

Authorized Countersignature

TitleOne
Company Name


271 1st Ave North
PO Box 2365
Ketchum, ID 83340

City, State





Frederick H. Eppinger
President and CEO



David Hisey
Secretary

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

GUARANTEE CONDITIONS AND STIPULATIONS

- 1. Definition of Terms** - The following terms when used in the Guarantee mean:
 - (a) "the Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
 - (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
 - (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
 - (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
 - (e) "date": the effective date.
- 2. Exclusions from Coverage of this Guarantee** - The Company assumes no liability for loss or damage by reason of the following:
 - (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
 - (b) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water; whether or not the matters excluded by (1), (2) or (3) are shown by the public records.
 - (c) Assurances to title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A)(C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
 - (d) (1) Defects, liens, encumbrances or adverse claims against the title, if assurances are provided as to such title, and as limited by such assurances.
(2) Defects, liens, encumbrances, adverse claims or other matters (a) whether or not shown by the public records, and which are created, suffered, assumed or agreed to by one or more of the Assureds; (b) which result in no loss to the Assured; or (c) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of assurances provided.
- 3. Notice of Claim to be Given by Assured Claimant** - An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.
- 4. No Duty to Defend or Prosecute** - The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.
- 5. Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate** - Even though the Company has no duty to defend or prosecute as set forth in Paragraph 4 above:
 - (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
 - (b) If the Company elects to exercise its options as stated in Paragraph 5(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
 - (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
 - (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.
- 6. Proof of Loss or Damage** - In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such Assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by an authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.
- 7. Options to Pay or Otherwise Settle Claims: Termination of Liability** - In case of a claim under this Guarantee, the Company shall have the following additional options:
 - (a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

GUARANTEE CONDITIONS AND STIPULATIONS

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price. Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5, and the Guarantee shall be surrendered to the Company of cancellation.

- (b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5.

- 8. Determination and Extent of Liability** - This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the exclusions stated in Paragraph 2.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- (a) the amount of liability stated in Schedule A;
- (b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 7 of these Conditions and Stipulations or as reduced under Section 10 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
- (c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

9. Limitation of Liability

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.

(c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

- 10. Reduction of Liability or Termination of Liability** - All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 5 shall reduce the amount of liability pro tanto.

11. Payment Loss

(a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

- 12. Subrogation Upon Payment or Settlement** - Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

- 13. Arbitration** - Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules. A copy of the Rules may be obtained from the Company upon request.

14. Liability Limited to This Guarantee; Guarantee Entire Contract

(a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.

(c) No amendment or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

- 15. Notices, Where Sent** - All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at P. O. Box 2029, Houston, TX 77252-2029.

LOT BOOK GUARANTEE
Issued By
Stewart Title Guaranty Company

SCHEDULE A

File No. 23488239
State: ID
County: Blaine

<u>Guarantee No.</u>	<u>Liability</u>	<u>Date of Guarantee</u>	<u>Fee</u>
G-2222-000090065	\$1,000.00	October 23, 2023 at 7:30 a.m.	\$140.00

Name of Assured:
Galena-Benchmark Engineering

The assurances referred to on the face page hereof are:

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

The Southwesterly Sixty (60) feet of Lots 1 and 2 in Block 47 of THE CITY OF KETCHUM, according to the official plat thereof, on file in the office of the County Recorder, of Blaine County, Idaho, more particularly described as follows:

BEGINNING at the most Southerly Corner of said Lot 1; thence
Northeasterly along the Southeasterly line of Lot 1, 60.00 feet, thence
Northwesterly along a line parallel to the Southwesterly line of said Lots 1 and 2, 110.00 feet; thence
Southwesterly along the Northwesterly line of said Lot 2, 60.00 feet; thence
Southeasterly along the Southwesterly line of said Lots 1 and 2, 110.00 feet to the TRUE POINT OF BEGINNING.

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

Deed Type: Warranty Deed
Grantors: Steven M. Shafran, a married man as his sole and separate property
Grantees: Derek Klomhaus and Anne Klomhaus, husband and wife, as community property with right of survivorship
Recorded Date: November 15, 2019
Instrument: 664923
[Click here to view](#)

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

EXCEPTIONS:

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

600 N East Ave, Ketchum, ID 83340

2. Taxes for the year 2022 are paid in full.
Parcel Number: [RPK0000047001A](#)

Lot Book Guarantee

Original Amount: \$9,247.50
Without Homeowner's Exemption

3. Taxes, including any assessments collected therewith, for the year 2023 which are a lien not yet due and payable.
4. The land described herein is located within the boundaries of the City of Ketchum and is subject to any assessments levied thereby.
5. Easements, reservations, restrictions, and dedications as shown on the official plat of [Ketchum Townsite](#).
6. Reservations and exceptions in a United States Patent, and in the act authorizing the issuance thereof, recorded August 17, 1936 as Instrument No. [74054](#), records of Blaine County, Idaho.
7. Right of way for ditches, tunnels, telephone, and distribution lines constructed by authority of the United States, as granted to the United States under the provisions of Section 58-604 Idaho Code.
8. Exceptions and Reservations as contained in a/an Agreement.
By & Between: Andrew Jackson Mayo, a single man and Robert C. Hastings and Mary B. Hastings, husband and wife.
Purpose: Garage on subject lot encroaches onto neighboring lot
Recorded: July 30, 1997
Instrument No.: [404887](#), records of Blaine County, Idaho.
9. Terms and conditions contained in a/an Right of First Refusal Agreement by and between Steven M. Shafran, a married person dealing in his sole and separate property and Stephen E. Babson and Melissa N. Babson, husband and wife.
Recorded: March 30, 2018
Instrument No.: [650775](#), records of Blaine County, Idaho.
10. Terms and conditions contained in a/an Right-of-Way Encroachment Agreement 20224 by and between Steven Shafran and the City of Ketchum, Idaho, a municipal corporation.
Recorded: August 13, 2018
Instrument No.: [654107](#), records of Blaine County, Idaho.

Amended Right-of-Way Encroachment Agreement 20224.
Recorded: January 7, 2019
Instrument No.: [657568](#), records of Blaine County, Idaho.
11. Terms, provisions, covenants, conditions, restrictions and easements provided in a Declaration of Special Covenants, Conditions and Restrictions, but omitting any covenants, conditions or restrictions, if any, to the extent that such violates 42 USC 3604 (c) or any other ordinance, statute or regulation.
Recorded: September 21, 2023
Instrument No.: [702392](#), records of Blaine County, Idaho.
12. A Deed of Trust to secure an indebtedness in the amount shown below and any other obligations secured thereby:
Amount: \$2,565,000.00
Trustor/Grantor: Derek Klomhaus and Anne Klomhaus, husband and wife
Trustee: Fidelity National Title Insurance Company
Beneficiary: First Republic Bank
Dated: October 19, 2021
Recorded: October 26, 2021
Instrument No.: [688105](#), records of Blaine County, Idaho.

Sun Valley Title
By:

A handwritten signature in black ink, appearing to be the initials 'NB' or 'Nick Busdon'.

Nick Busdon, Authorized Signatory

File No. 23488239

JUDGMENT AND TAX LIEN GUARANTEE

Issued By
Stewart Title Guaranty Company

SCHEDULE A

Amount of Liability: \$1,000.00

Fee Amount: \$0.00

Guarantee No.: G-2222-000090065

Name of Assured: Galena-Benchmark Engineering

Date of Guarantee: October 23, 2023

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

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

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

The parties referred to in this guarantee are as follows:

Derek Klomhaus and Anne Klomhaus, husband and wife, as community property with right of survivorship

Sun Valley Title

By:



Nick Busdon, Authorized Signatory

File No. 23488239

SCHEDULE B

Exceptions:

NONE



Date: _____

File Number: _____

APPLICATION FOR A WAIVER OF REQUIREMENTS

Name: Galena-Benchmark Engineering for Derek and Anne Klomhaus

Phone No. (business): 208-726-9512 (home): _____

Mailing Address: P.O. Box 733, Ketchum, ID 83340

Project Address: 700 N East Avenue

Legal Description: W 55X60' of Lots 1 & 2, Block 47, Ketchum Townsite

Zoning Designation: LR

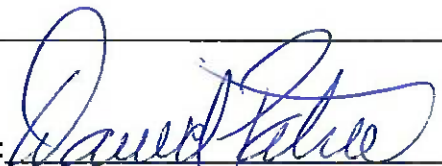
Overlay District: Flood Avalanche Pedestrian Mountain

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

A lot consolidation of fractional Lots 1 & 2 into one lot. There is an existing home which
straddles the common lot line as depicted on preliminary plat. The existing two lots are sub-
standard for the LR zoning district. This lot consolidation will make the lot less non-conforming.

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.

Since there is already a home on the property, this proposed amendment would have no
impact on the neighboring property owners.

Applicant's Signature: 

Date: 11/10/23

Once your application has been received, we will review it and contact you with next steps.

No further action is required at this time.

Attachment B:
Draft Findings of Fact,
Conclusions of Law, and
Decision



**City of Ketchum
Planning & Building**

IN RE:)
)
Ketchum Townsite: Block 47: Lot 1B Preliminary Plat) KETCHUM CITY COUNCIL
Lot Consolidation Preliminary Plat) FINDINGS OF FACT, CONCLUSIONS OF LAW, AND
File Number: P23-101) DECISION
)
Date: February 5, 2024)
)

PROJECT: Ketchum Townsite: Block 47: Lot 1B Preliminary Plat

APPLICATION TYPE: Lot Consolidation Preliminary Plat

FILE NUMBER: P23-101

PROPERTY OWNER: Derek & Anne Klomhaus

REPRESENTATIVE: Dave Patrie, Galena-Benchmark Engineering

LOCATION: Ketchum Townsite: West 55' x 60' of Lots 1 & 2 of Block 47

ZONING: Limited Residential (LR)

RECORD OF PROCEEDINGS

The City of Ketchum received the application for the 600 East Ave Preliminary Plat on November 16, 2023. Following receipt of the complete application, staff routed the application materials to all city departments for review. As of the date of this letter, all department comments have been resolved or addressed through conditions of approval recommended below. The Planning & Zoning Commission considered the 600 East Lot Consolidation Preliminary Plat Application File No P23-101 during their meeting on January 23, 2024 and recommended approval to City Council.

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 project proposes to consolidate the West 55' x 60' of Lots 1 & 2 of Block 47 within the Ketchum Townsite, requiring a preliminary plat following procedures outlined in KMC 16.04.030 as per section 5.C of Ordinance 1249. Preliminary plats require a public hearing in front of the Planning & Zoning Commission where the Commission recommends approval, approval with conditions, or denial of the preliminary plat on to City Council. If approved by the Council, a final plat for the lot consolidation must be submitted and approved by the City Council.

The Council reviewed the lot consolidation preliminary plat application for conformance with KMC 16.04.030 – Procedures for subdivision approval, KMC 16.04.040 – Development and Design, as well as three additional criteria and a waiver as required by Ordinance 1249.

Per Ordinance 1249, lot consolidations are now required to undergo a preliminary plat procedure and must meet three additional criteria and submit a waiver. The additional criteria include:

1. The preliminary plat application is in conformance with all applicable building permit and land use development approvals.
2. The preliminary plat application is in conformance with all applicable Zoning Regulations contained within Title 17 – Zoning Regulations.
3. The preliminary plat application is found to be in general conformance with the comprehensive plan in effect at the time the application was deemed complete.

Criteria 1: Conformance with Building Permit & Land Use Development Approvals

As a residence exists on the property, no building permit or land use application were reviewed concurrently with the preliminary plat.

Criteria 2: Zoning Regulations

Lots modified or created through subdivision applications must demonstrate that lots conform to the minimum lot area, minimum lot width, and building setback lines outlined in KMC 17.12.030. The proposed lot consolidation results in a new lot which, while still nonconforming in many aspects, is closer to a conforming manner than the existing two lot configuration. As noted above, the existing lot configuration has two lots which are roughly 1/3 the minimum lot size in the LR zone district and a residence which crosses over a property line, which does not meet side setback requirements and violates the city's adopted building codes. As stated previously, while the project cannot result in a lot and residence which are conforming across all standards, the goal was to bring the site closer to a conforming state compared to the existing conditions. As stated previously, non-conforming uses and buildings, such as the existing residence, are allowed to be maintained so long as no land use or subdivision application increases the degree of nonconformity as stated in chapter 17.136.

Lots in the LR zone are required to be a minimum of 9,000 square feet with an average width of 80 feet. For this application, the resulting lot area of 6,617 square feet would still be below the minimum lot size requirement but would be an improvement over the existing lot sizes and more reflective of the original Ketchum Townsite lot size.

Average lot width is calculated by taking a width measurement, parallel to the front property boundary at every 10 feet for the depth of the property and taking the average of those measurements. The front property line (property line parallel to 6th St) has an average width of 60 feet, less than the required 80 ft width in the LR zone. The project does not change the average lot width so the consolidation does not result in this standard being in a worse state.

Setbacks from all exterior lot lines will not be changed as a result of the proposal. What will be modified is the interior lot line separating the two existing lots. As mentioned above, the existing residence is situated on this interior lot line resulting in a residence that is non-conforming with regards to setbacks from that existing lot line. The consolidation would result in this non-conformity no longer being present.

While some non-conformities would still exist if the lot consolidation were to be approved, no nonconformities would be increased as a result of the application.

Criteria 3: General conformance with Comprehensive Plan

Ordinance 1249 requires lot consolidation projects to have general conformance with the 2014 Comprehensive Plan. The City of Ketchum adopted the 2014 Comprehensive Plan (the “plan”) on February 18, 2014 which outlines the community vision and core values for the city. Using those, the plan outlines goals and policy objectives to reach key goals for the community related to the economy, housing, neighborhoods, parks and recreation, open space, public safety, and others. The plan also includes a Future Land Use Map (FLUM) that identifies possible future land uses for properties to achieve desirable land use patterns for the city. Specifically, the plan includes goals and policies in Chapter 4: Community Design and Neighborhoods that relate to the proposed application.

- Community Design and Neighborhoods Goal CD-1: Our community will preserve its small-town character and the distinct image of neighborhoods and districts.
 - Policy CD-1.3 discusses infill and redevelopment projects. The policy emphasizes the importance of contextually appropriate projects. Specifically, projects should consider natural and manmade features adjoining a development site, not a certain style. In contrast to that, the plan also states that each neighborhood or district should include a mix of design elements that will reinforce its unique design (Policy CD-1.1). The subject property is located within the Knob Hill Neighborhood, a neighborhood which features a broad spectrum of early settlement architecture, mid-century modern residences, and newer mountain modern architecture. The proposed lot consolidation maintains the small town character as the resulting lot is similar in size to the standard Ketchum Townsite lots of 5,500 square feet & 8,250 square feet.
- Future Land Use Map (FLUM)
 - The FLUM designates the subject property as “Low Density Residential”. Primary uses for this land use designation include “Single-family and duplex residences and accessory units.” The plan also states that “the average density of a residential area in this category is not to exceed about five units per acre.” A density of five units per acre equates to approximately one primary dwelling unit per 8,700 square feet of land. The proposed lot consolidation would result in a lot area of 6,617 square feet, which better aligns with the goal than the current lot configuration. Accessory dwelling units are not counted in density calculations as they are considered accessory and optional.

In reviewing the applicable Comprehensive Plan policies and goals, the Council finds the project to maintain or improve the site conditions in order to better meet those goals/policies.

Waiver required by Ordinance 1249

Per Ordinance 1249, consolidation of lots are permitted subject to a waiver. As stated in KMC 16.04.130, waivers, “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 Councils review of how the proposed lot consolidation interacts with the public welfare, health and safety has been discussed in the Preliminary Plats general conformance with the comprehensive plan above. As seen in that section, the Council believed the project would not be detrimental to the public welfare, health and safety.

FINDINGS REGARDING PRELIMINARY PLAT SUBDIVISION REQUIREMENTS

Preliminary Plat Requirements

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>Findings</i>	The City of Ketchum Planning and Building Department received the subdivision application and all applicable application materials on November 16, 2023.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I	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>Findings</i>	The subdivision application was deemed complete on November 16, 2023.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .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>Findings</i>	This standard is met as shown on Sheet 1 of the preliminary plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .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>Findings</i>	As shown on Sheet 1 of the preliminary plat, the subdivision is named "Ketchum Townsite: Block 47, Lot 1B" which is not the same as any other subdivision in Blaine County, Idaho
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .3	The name and address of the owner of record, the subdivider, and the engineer, surveyor, or other person preparing the plat.
			<i>Findings</i>	As shown on Sheet 1, the owner and subdivider is Derek & Anne Klomhaus. The plat was prepared by Robert Brier of Galena-Benchmark Engineering.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .4	Legal description of the area platted.
			<i>Findings</i>	The legal description of the area platted is shown on the preliminary plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .5	The names and the intersecting boundary lines of adjoining subdivisions and parcels of property.
			<i>Findings</i>	The preliminary plat indicates the boundary lines of adjoining lots.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .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>Findings</i>	Sheet 1 of the preliminary plat shows the contour lines for the subject property.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I 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.
			<i>Findings</i>	Sheet 1 identifies the outline of the existing building as well as adjacent streets.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .8	Boundary description and the area of the tract.
			<i>Findings</i>	The preliminary plat provides the boundary description of the area and includes square footage and acreage of the lot.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .9	Existing zoning of the tract.
			<i>Findings</i>	Plat note #5 on Sheet 1 of the preliminary plat lists the existing zoning of the subject property.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .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.

			<i>Findings</i>	The preliminary plat shows the locations and lot lines for the proposed lot. No new streets or blocks are being proposed with this application.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .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.
			<i>Findings</i>	This standard is not applicable as there is no requirement or proposal for land dedicated for public or common use.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .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.
			<i>Findings</i>	Sheet 1 shows the water and sewer lines serving the lot.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .13	The direction of drainage, flow and approximate grade of all streets.
			<i>Findings</i>	This standard does not apply as no new streets are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .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.
			<i>Findings</i>	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.I .15	All percolation tests and/or exploratory pit excavations required by state health authorities.
			<i>Findings</i>	This standard does not apply as no additional tests are required.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .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.
			<i>Findings</i>	This standard does not apply as this preliminary plat application is not for a townhouse or condominium subdivision and no commonly owned land or facilities are proposed.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .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.
			<i>Findings</i>	Sheet 1 includes a vicinity map that satisfies this requirement.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .18	The boundaries of the floodplain, floodway and avalanche zoning district shall also be clearly delineated and marked on the preliminary plat.
			<i>Findings</i>	The subject property is not within a floodplain, floodway, or avalanche zone district.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .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>Findings</i>	A building envelope is not required as the subject property is not within the floodway, floodplain, or avalanche zone. The subject property is not adjacent to the Big Wood River, Trail Creek or Warm Springs. The subject property does not contain slopes greater than 25%. This application combines two lots within the original Ketchum Townsite and does not create a new lot.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .20	Lot area of each lot.

			<i>Findings</i>	As shown on Sheet 1 of the preliminary plat, the lot area for Lot 1B is 6,617 square feet.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .21	Existing mature trees and established shrub masses.
			<i>Findings</i>	Existing mature trees and shrub masses on the subject property are identified on the preliminary plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .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>Findings</i>	The applicant provided a title commitment issued by Stewart Title dated October 23, 2023 and a warranty deed recorded on October 18, 2023 with the Blaine County Clerk and Recorder.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .23	Three (3) copies of the preliminary plat shall be filed with the administrator.
			<i>Findings</i>	The City of Ketchum received hard and digital copies of the preliminary plat at the time of application.
<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>Findings</i>	This standard is not applicable as this application consolidates two existing lots to create Lot 1B. No additional improvements are required for the lot consolidation.
<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>Findings</i>	This standard is not applicable as this application consolidates two existing lots to create Lot 1B. No additional improvements are required for the lot consolidation.
<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>Findings</i>	This standard is not applicable as this application consolidates two existing lots to create Lot 1B. No additional improvements are required for the lot consolidation.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.D	<p>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.</p>
			<i>Findings</i>	This standard is not applicable as this application consolidates two existing lots to create Lot 1B. No additional improvements are required for the lot consolidation.
<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>Findings</i>	This standard is not applicable as this application consolidates two existing lots to create Lot 1B. No additional improvements are required for the lot consolidation.
<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,

			<p>and 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 outside 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.</p>
		<i>Findings</i>	<ol style="list-style-type: none"> 1. The lot size is increasing to 6,617 square feet, less than the required 9,000 square feet in the LR zone. The lot width is 60', less than the required 80' width in the LR zone. The proposal eliminates the non-conforming interior lot line setbacks. Other setbacks along all exterior lot lines are not changing through the proposal. 2. Building envelopes are not required as the subject property is not within the floodplain/floodway, avalanche zone, and does not contain slopes greater than 25%. This application combines two lots within the original Ketchum Townsite and does not create a new lot. 3. The subject property is within the original Ketchum Townsite 4. Lot 1B side lot lines are within 20 degrees to a right angle to the street lot line along East Avenue & 6th Street. 5. The subject property is not a double frontage lot. 6. Lot 1B will have 60 feet of frontage along 6th Street and 110 square feet along East Avenue.
<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"> 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>Findings</i>	This standard does not apply as no new blocks are being created.
<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"> 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;

			<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> <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 commission 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>
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				This standards is not applicable. This proposal does not create a new street, private road or bridge.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.I	<p>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.</p>
			<i>Findings</i>	This standard does not apply as the subject property is in a residential zoning district which do not require alleys.
<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</p>

			<p>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>Findings</i>	N/A. No easements are proposed or required for this project. The project does not create a new private street. The property is not adjacent to any waterways or located within the floodplain or riparian area.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>16.04.040.K</p> <p>Sanitary Sewage Disposal Improvements: Central sanitary sewer systems shall be installed in all subdivisions and connected to the Ketchum sewage treatment system as a required improvement by the subdivider. Construction plans and specifications for central sanitary sewer extension shall be prepared by the subdivider and approved by the city engineer, council and Idaho health department prior to final plat approval. In the event that the sanitary sewage system of a subdivision cannot connect to the existing public sewage system, alternative provisions for sewage disposal in accordance with the requirements of the Idaho department of health and the council may be constructed on a temporary basis until such time as connection to the public sewage system is possible. In considering such alternative provisions, the council may require an increase in the minimum lot size and may impose any other reasonable requirements which it deems necessary to protect public health, safety and welfare.</p>
		<i>Findings</i>	This standard is not applicable as this application consolidates two existing lots to create Lot 1B. No sanitary sewage disposal improvements are required for this project.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>16.04.040.L</p> <p>Water System Improvements: A central domestic water distribution system shall be installed in all subdivisions by the subdivider as a required improvement. The subdivider shall also be required to locate and install an adequate number of fire hydrants within the proposed subdivision according to specifications and requirements of the city under the supervision of the Ketchum fire department</p>

				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>Findings</i>	This standard is not applicable as this application consolidates two existing lots to create Lot 1B. No water system improvements are required for this project.
<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>Findings</i>	This standard is not applicable as this application consolidates two existing lots to create Lot 1B. Planting strips are not required for this project
<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.

				<p>6. Where cuts, fills, or other excavations are necessary, the following development standards shall apply:</p> <p>a. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability.</p> <p>b. Fills shall be compacted to at least ninety five percent (95%) of maximum density as determined by AASHTO T99 (American 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>Findings</i>	This standard is not applicable as this application consolidates two existing lots to create Lot 1B. No grading improvements are proposed or required.
<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>Findings</i>	This standard is not applicable as this application consolidates two existing lots to create Lot 1B. No drainage improvements are proposed or required.
<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>
			<i>Findings</i>	This standard is not applicable as this application consolidates two existing lots to create Lot 1B. No utility improvements are proposed or required.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.Q	<p>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.</p>

			<i>Findings</i>	This standard is not applicable as this application consolidates two existing lots to create Lot 1B. Off-site improvements are not required or proposed with this project
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<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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>Findings</i>	This standard is not applicable as this application is not within the Avalanche or Mountain Overlay
<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>Findings</i>	This standard is not applicable as the subject property is developed with an existing residence and private landscaping.

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 Townhouse Preliminary Plat application for the development and use of the project site.
2. The Council has authority to review and recommend approval of the applicant’s Lot Consolidation Preliminary Plat Application pursuant to Chapter 16.04 of Ketchum 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 Ketchum Townsite: Block 47: Lot 1B Preliminary Plat application meets all applicable standards specified in Title 16 of Ketchum Municipal Code.

DECISION

THEREFORE, the Council **approves** of this Lot Consolidation Preliminary Plat Application File No. P23-101 this Monday, February 5, 2024 subject to the following conditions of approval.

CONDITIONS OF APPROVAL

1. Failure to record a Final Plat within two (2) years of Council's approval of a Preliminary Plat shall cause the Preliminary Plat to be null and void.

Findings of Fact **adopted** this 5th day of February 2024.

Neil Bradshaw, Mayor