

City of Ketchum Planning & Building



P	OFFICIAL USE ONLY
	\$1400
	4-21-21

Design Review Application

APPLICANT INFORMATION							
Project Name: 467 BALD MTN.	ROAD	Phone: (208)	721-2144				
Owner: ROBERT OKADA		Mailing Address:	?O. BX 6838				
Email: ROJECT. OKADA. 4C	GMAIL . COM	4	ETCHUM ID 83340				
Email: ROBERT. OKADA. 4 C. Architect/Representative: Jolyon	H. SAWREY	Phone: (208)	770-6315 30 WHATT DRIVE				
Email: JOLTON @ VITALING ARCHIT	RARE. CON	Mailing Address:	30 WHATT DRIVE				
Architect License Number:			BELLEYUE, 10 83313				
Engineer of Record:		Phone:					
Email:		Mailing Address:					
Engineer License Number:							
			more than four (4) dwelling units and development				
projects containing more than four (4) dwelling uni	its shall be prepared by an	Idaho licensed architect of	r an Idaho licensed engineer.				
PROJECT INFORMATION							
Legal Land Description: KETCHUM	FR SESE	7L 3213 31	EC 11 4N 17E				
Street Address: 407 54	LO MOUNTAIN	1 ROAD 2					
Lot Area (Square Feet): 8,755	.79 EXUTIN	G, NEW 3	068 JF				
Zoning District:							
	Avalanche	🗆 Mountain 🕅 🕺	4				
	□Addition		Other				
Anticipated Use: RESIDENTIAL		Number of Resident	ial Units:				
TOTAL FLOOR AREA							
	Proposed		Existing				
Basements		Sq. Ft.	Sq. Ft.				
1 st Floor	934.97	7 Sq. Ft.	Sq. Ft.				
2 nd Floor	814.24	Sq. Ft.	Sq. Ft.				
3 rd Floor		Sq. Ft.	Sq. Ft.				
Mezzanine		Sq. Ft.	Sq. Ft.				
Total	1,749.2	Sq. Ft.	Sq. Ft.				
FLOOR AREA RATIO							
Community Core:	Tourist:		General Residential-High:				
BUILDING COVERAGE/OPEN SPACE							
Percent of Building Coverage:	39.3% 01	N NEW LOT	r				
DIMENSIONAL STANDARDS/PROPOSED		and the second second second					
Front: 15'-0" Side	#1 7-3-3/8"	Side:#2 1-8 8	Rear: 3/ -0 8 "				
Building Height: 21 - 7 3/4"		4					
OFF STREET PARKING							
Parking Spaces Provided: 2							
Curb Cut: 51. 13-0" L		GL LENGTH 46	-4" = 28% , 7				
WATER SYSTEM FT.							
Municipal Service		🗆 Ketchum Spring	g Water				
	BOT SUBLO	ZI TUTAL LENGT	74 75-104				
		Total CLEB C	Tage 1015				
City of Ketchum Planning & Building		in al couls c	= 34%				

Design Review Application, updated December 8, 2016

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

19APRIL, 2021-Signature of Øwner/Representativ DESIGN REVIEW EVALUATION STANDARDS

DESIGN REVIEW EVALUATION STANDARDS (May not apply to Administrative Design Review):

17.96.060: IMPROVEMENTS AND STANDARDS FOR ALL PROJECTS

- A. Streets:
 - 1. The applicant shall be responsible for all costs associated with providing a connection from an existing city streets to their development.
 - 2. All streets designs shall be in conformance with the right-of-way standards and approved by the Public Works Director.
- B. Sidewalks:
 - All projects under 17.96.010(A) that qualify as a "Substantial Improvement" shall install sidewalks in conformance with the right-of-way standards. Sidewalk improvements may be waived for projects that qualify as a "Substantial Improvement" which comprise additions of less than 250 square feet of conditioned space.
 - 2. The length of sidewalk improvements constructed shall be equal to the length of the subject property line(s) adjacent to any public street or private street.
 - 3. New sidewalks shall be planned to provide pedestrian connections to any existing or future sidewalks adjacent to the site. In addition, sidewalks shall be constructed to provide safe pedestrian access to and around a building.
 - 4. The city may approve and accept voluntary cash contributions in-lieu of the above described improvements, which contributions must be segregated by the city and not used for any purpose other than the provision of these improvements. The contribution amount shall be one hundred ten percent (110%) of the estimated costs of concrete sidewalk and drainage improvements provided by a qualified contractor, plus associated engineering costs, as approved by the Public Works Director. Any approved in-lieu contribution shall be paid before the city issues a certificate of occupancy.
- C. Drainage:
 - 1. All storm water shall be retained on site.
 - 2. Drainage improvements constructed shall be equal to the length of the subject property lines adjacent to any public street or private street.
 - 3. The Public Works Director may require additional drainage improvements as necessary, depending on the unique characteristics of a site.



DESIGN REVIEW EVALUATIONS STANDARDS NARRATIVE

For:

407 Bald Mountain Townhouse and Sublots 1 & 2

19 April, 2021

This document provides responses to the Design Review Evaluations Standards Criteria that you will be evaluating this project by. The standards are presented below in "**bold**" and were directly copied from the online Ordinance interface/Design Review Application PDF. The applicant's response is right below the regulation item in standard *italicized* text.

DESIGN REVIEW EVALUATION STANDARDS

17.96.060: IMPROVEMENTS AND STANDARDS FOR ALL PROJECTS

A. Streets:

1. The applicant shall be responsible for all costs associated with providing a connection from an existing city streets to their development.

RESPONSE: See architectural site plan sheet A1.1 for new curb cuts and parking areas that will be improved at the expense of the owner

2. All streets designs shall be in conformance with the right-of-way standards and approved by the Public Works Director.

RESPONSE: See civil sheet in deferred submittal for any improvements necessary to be made for connecting to the existing street. This will include drainage system as well.

B. Sidewalks:

1. All projects under 17.96.010(A) that qualify as a "Substantial Improvement" shall install sidewalks in conformance with the right-of-way standards. Sidewalk improvements may be waived for projects that qualify as a "Substantial Improvement" which comprise additions of less than 250 square feet of conditioned space.

RESPONSE: See civil sheet in deferred submittal for any improvements pertaining to sidewalks as applicable.

The length of sidewalk improvements constructed shall be equal to the length of the subject property line(s) adjacent to any public street or private street.

RESPONSE: See civil sheet in deferred submittal for any improvements pertaining to sidewalks as applicable.

2. New sidewalks shall be planned to provide pedestrian connections to any existing or future sidewalks adjacent to the site. In addition, sidewalks shall be constructed to provide safe pedestrian access to and around a building.

RESPONSE: See civil sheet in deferred submittal for any improvements pertaining to sidewalks as applicable.

3. The city may approve and accept voluntary cash contributions in-lieu of the above described improvements, which contributions must be segregated by the city and not used for any purpose other than the provision of these improvements. The contribution amount shall be one hundred ten percent (110%) of the estimated costs of concrete sidewalk and drainage improvements provided by a qualified contractor, plus associated engineering costs, as approved by the Public Works Director. Any approved in-lieu contribution shall be paid before the city issues a certificate of occupancy.

RESPONSE: See civil sheet in deferred submittal for any improvements pertaining to sidewalks as applicable.

C. Drainage:

1. All storm water shall be retained on site.

RESPONSE: Roofs that have gutters and downspouts will be connected to below grade drywells on the parcel. Any other roofs and or onsite hard surfaces will drain to adjacent on site permeable soil. Driveway hard surface will drain to improved onsite drainage in deferred engineer submittal pertaining to roadway drainage ant north side of property.

2. Drainage improvements constructed shall be equal to the length of the subject property lines adjacent to any public street or private street.

RESPONSE: See civil sheet in deferred submittal.

3. The Public Works Director may require additional drainage improvements as necessary, depending on the unique characteristics of a site.

RESPONSE: T.B.D



30 Wyatt Drive, Bellevue, Idaho 83313

Vital ink PLLC

4. Drainage facilities shall be constructed per city standards and designed by a licensed civil engineer.

RESPONSE: See civil sheet in deferred submittal.

D. Utilities:

1. All utilities necessary for the development shall be improved and installed at the sole expense of the applicant.

RESPONSE: The owner will bear all expenses associated with all utilities and their installation

2. Utilities shall be located underground and utility, power and communication lines within the development site shall be concealed from public view.

RESPONSE: All utilities will be run underground and any meters (gas &electrical) will be screened form public view

3. When extension of utilities is necessary all developers will be required to pay for and install two (2") inch SDR11 fiber optical conduit. The placement and construction of the fiber optical conduit shall be done in accordance with city of Ketchum standards and approved by the Public Works Director.

RESPONSE: See civil sheet as required/ as applicable

E. Compatibility of Design:

1. The project's materials, colors and signing shall be complementary to the townscape, surrounding neighborhoods and adjoining structures.

RESPONSE: The project's materials and colors are complementary to the surrounding neighborhood reflecting the "mountain" style.

2. Preservation of significant landmarks shall be encouraged and protected, where applicable. A significant landmark is one which gives historical and/or cultural importance to the neighborhood and/or community.

RESPONSE: N/A



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3. Additions to existing buildings, built prior to 1940, shall be complementary in design and use

similar material and finishes of the building being added to.

RESPONSE: N/A

F. Architectural:

1. Building(s) shall provide unobstructed pedestrian access to the nearest sidewalk and the entryway shall be clearly defined.

RESPONSE: The pedestrian access is by a stone walk and the entrance to the townhouse is clearly defined.

2. The building character shall be clearly defined by use of architectural features.

RESPONSE: The Building character is defined by the use of traditional "mountain" architecture materials and features.

3. There shall be continuity of materials, colors and signing within the project.

RESPONSE: The materials and colors are well blended for continuity. No signing on this project

4. Accessory structures, fences, walls and landscape features within the project shall match or complement the principal building.

RESPONSE: The fences and landscape features will be of materials that complement the principal building.

5. Building walls shall provide undulation/relief, thus reducing the appearance of bulk and flatness.

RESPONSE: The building has wall reliefs and angled walls to reduce appearance of bulk or flatness.

6. Building(s) shall orient towards their primary street frontage.

RESPONSE: The entry is oriented towards the primary street frontage.

7. Sufficient garbage and recycling areas shall be provided onsite.

RESPONSE: Garbage will be stored in Garage or screened side yard.

8. Garbage and recycling storage areas, satellite receivers and mechanical equipment shall be screened from public view and located off alleys.



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RESPONSE: Garbage will be stored in Garage or screened side yard.

9. Building design shall include weather protection, which prevents water to drip or snow to slide on areas where pedestrians gather and circulate or onto adjacent properties.

RESPONSE: Snow Fence and gutters will be provided.

G. Circulation Design:

1. Pedestrian, equestrian and bicycle access shall be located to connect with existing and anticipated easements and pathways.

RESPONSE: N/A

2. Awnings extending over public sidewalks shall extend five (5') feet or more across the public sidewalk but shall not extend within two (2') feet of parking or travel lanes within the right of way.

RESPONSE: N/A

3. Traffic shall flow safely within the project and onto adjacent streets. Traffic includes vehicle, bicycle, pedestrian and equestrian use. Consideration shall be given to adequate sight distances and proper signage.

RESPONSE: N/A

4. Curb cuts and driveway entrances shall be no closer than twenty (20') feet to the nearest intersection of two or more streets, as measured along the property line adjacent to the right of way. Due to site conditions or current/projected traffic levels or speed, the Public Works Director may increase the minimum distance requirements.

RESPONSE: N/A

5. Unobstructed access shall be provided for emergency vehicles, snowplows, garbage trucks and similar service vehicles to all necessary locations within the proposed project.

RESPONSE: No obstructed access exists

H. Snow Storage:

1. Snow storage areas shall not be less than thirty percent (30%) of the improved parking and pedestrian circulation areas.

RESPONSE: See sheet A1.1 for snow storage calculations.



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2. Snow storage areas shall be provided on-site.

RESPONSE: See sheet A1.1 for snow storage areas and calculations.

3. A designated snow storage area shall not have any dimension less than five (5') feet and shall be a minimum of twenty-five (25) square feet.

RESPONSE: See sheet A1.1 for snow storage dimensions.

- 4. In lieu of providing snow storage areas, snow melt and hauling of snow may be allowed. *RESPONSE: N/A*
- I. Landscaping:
 - 1. Landscaping is required for all projects.
 - 2. Landscape materials and vegetation types specified shall be readily adaptable to a site's microclimate, soil conditions, orientation and aspect, and shall serve to enhance and complement the neighborhood and townscape.

RESPONSE: All existing grass areas will be re-established, shrubs will be added to fence line, no new trees will be added. See site plan A1.1

- 3. All plant species shall be drought tolerant. Native species are recommended but not required.
- 4. Landscaping shall provide a substantial buffer between land uses, including, but not limited to, structures, streets and parking lots. The development of landscaped public courtyards, including trees and shrubs where appropriate, shall be encouraged. Amenities:

RESPONSE: N/A

J. Public

1. Where sidewalks are required, pedestrian amenities shall be installed. Amenities may include, but are not limited to, benches and other seating, kiosks, bus shelters, trash receptacles, restrooms, fountains, art, etc. All public amenities shall be approved by the Public Works Director prior to design review approval from the Commission.

RESPONSE: N/A

With this summary I find the approvable process with the City of Ketchum P&Z commission and Dep't. to be favorable. Please contact me with any comments or questions.

Sincerely,

Jelyn V Samey



30 Wyatt Drive, Bellevue, Idaho 83313

Vital ink PLLC

(208) 720-6315 ph

Jolyon H. Sawrey, Architect/Land Planner



Vital ink PLLC jolyon@vitalinkarchitecture.com

CLEAR CREEK DISPOSAL

PO Box 130 • Ketchum, ID 83340 • Phone 208.726.9600 • Fax: 208.726.8041

August 24, 2021

Planning & Building Departments City of Ketchum P O Box 2315 Ketchum, ID 83340-2315

Re: Robert Okada - 407 Bald Mtn. Rd.

To Whom It May Concern,

This letter is intended as a will serve for the above address.

Clear Creek Disposal is aware of the project scope, size and duration for the construction of residences at this address. Clear Creek Disposal is fully capable of providing proper services for the is job and is committed to it. And, to provide individual residence cart service on going after the initial sale.

If you have any questions, please don't hesitate to call me at 208-726-9600.

Respectfully,

Tart

Mike Goitiandia Clear Creek Disposal

. Robert Okada – 407 Bald Mtn. Rd.





407 Bald Mountain Rd

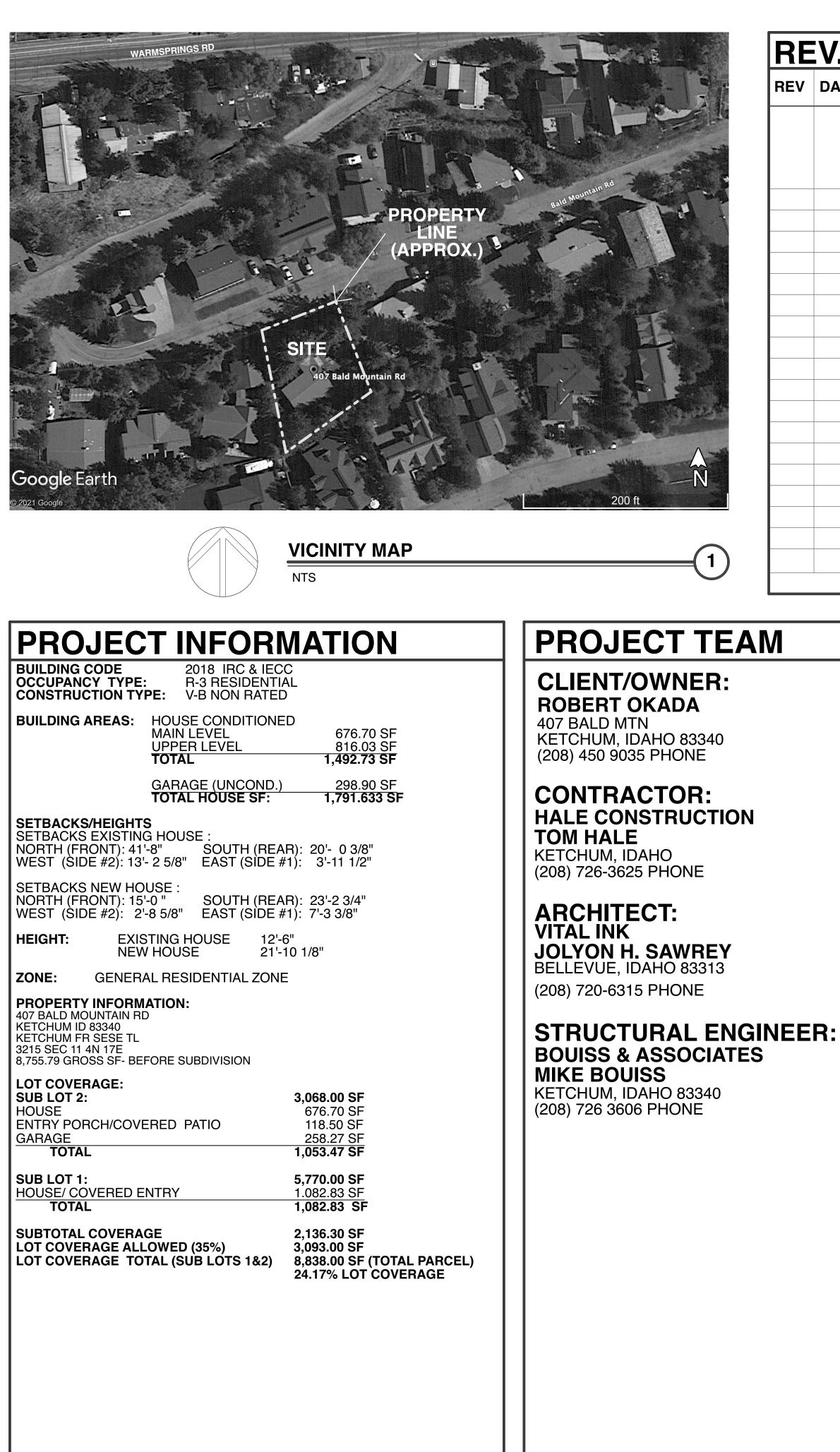
Robert Okada - Owner

Ketchum, Idaho

Design Review 24 August, 2021

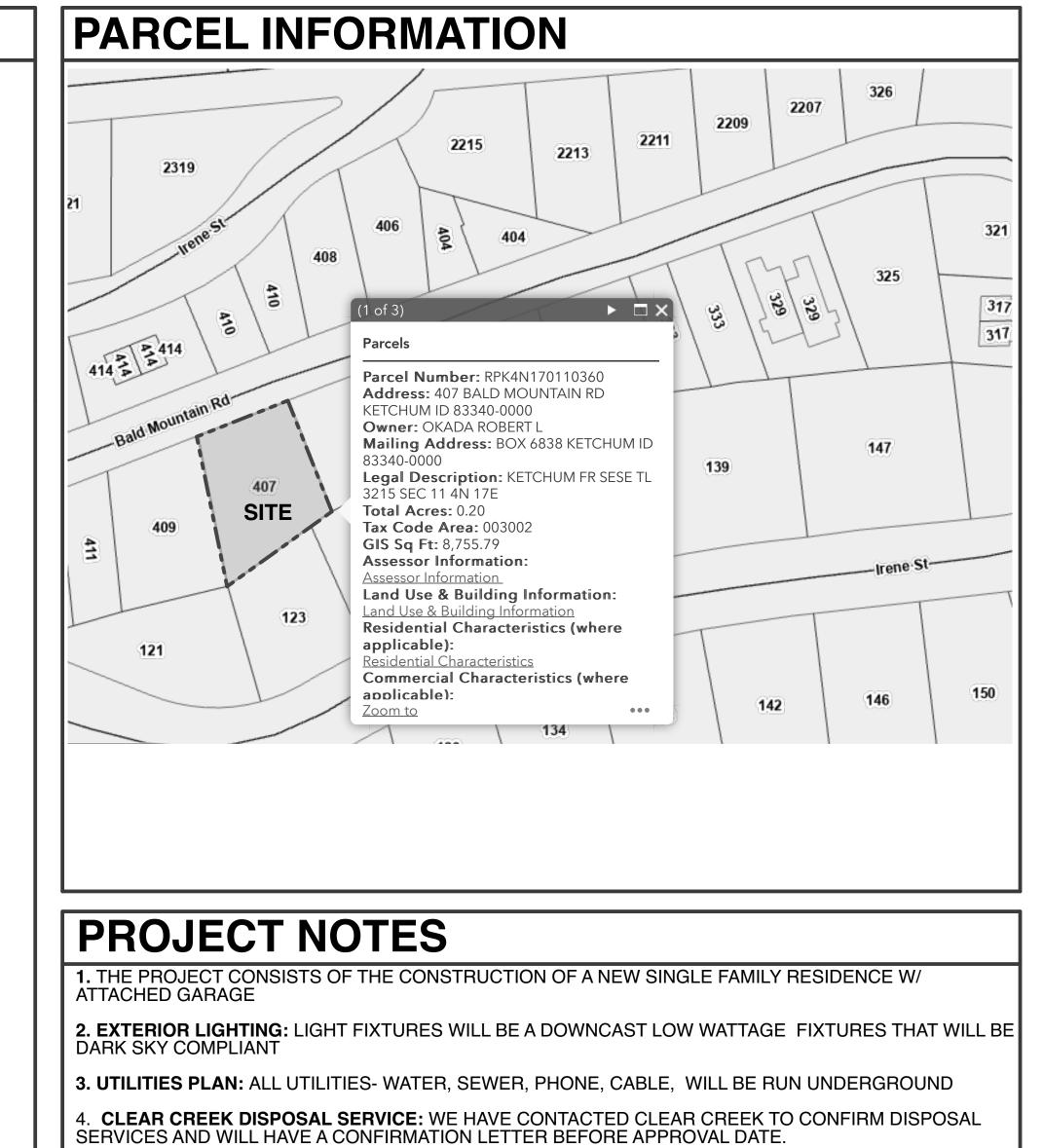


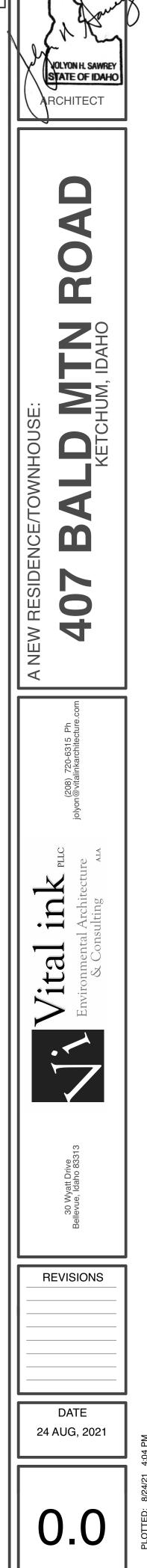
30 Wyatt Drive Bellevue, Idaho 83313



REV. NARRATIVE						
	DATE	DESCRIPTION				

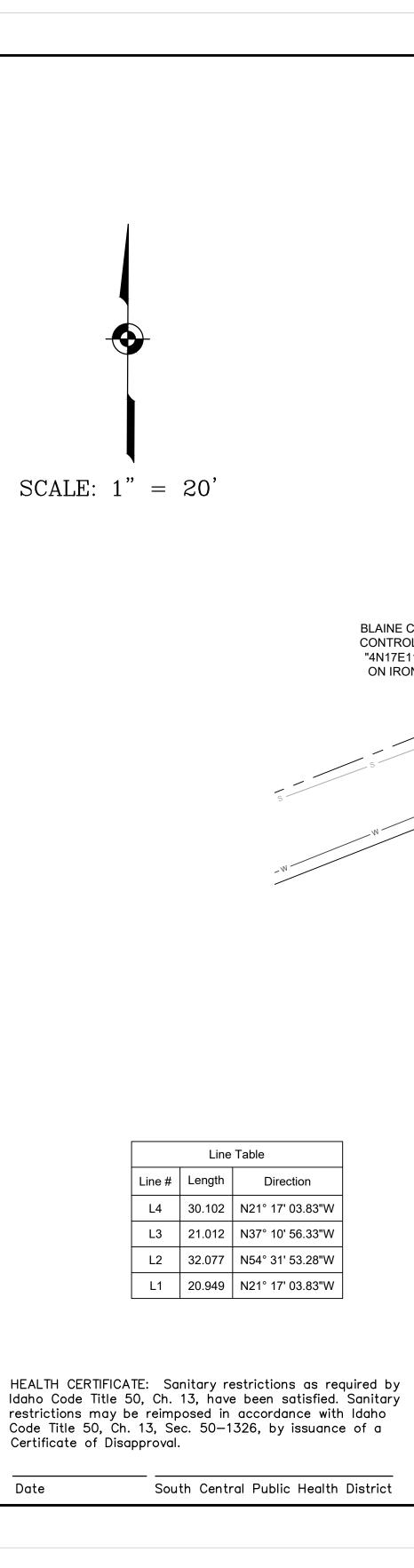
SHT SHT	SHT REV CHANGES	DESCRIPTION	SHT SHT NEW	SHT REV CHANGES	DESCRIPTION
		ARCHITECTURAL			ARCHITECTURAL
A0.0		COVER, PROJECT TEAM, BLDG. INFO	A6.0		PERSPECTIVES
A0.2		SPECS, CODE SUMMARY	A6.1		ELEVATIONS
A0.3		SCHEDULES/ RESCHECK/ VENTING CALCS.			
			A8.1		ELECTRICAL FIXTURE PLAN
C 1.0		SURVEY & TOPO OF EXISTING CONDITIONS	A8.2		ELECTRICAL FIXTURE PLAN
C 1.1		RIGHT OF WAY IMPROVEMENT PLAN			
C 1.2		CIVIL DETAILS			
C 1.3		SUBDIVISION PLAN (PRELIMINARY PLAT) & UTILITIES			
C 1.4		PRELIMINARY PLAT SIGNATURE SHEET	_		
A1.1		SITE PLAN			
A1.2		LANDCSAPE PLAN			STRUCTURAL
A1.3		CONSTRUCTION STAGING PLAN	S0		GENERAL NOTES & DETAILS
A1.4		DEMOLITION PLAN	S1		FOUNDATION PLAN
			S2		2ND FLR FRAMING PLAN & ROOF FRAMING
A2.1		FLOOR PLANS MAIN AND UPPER LEVEL			
A3.1		SECTIONS	-		
A5.1		DETAILS			

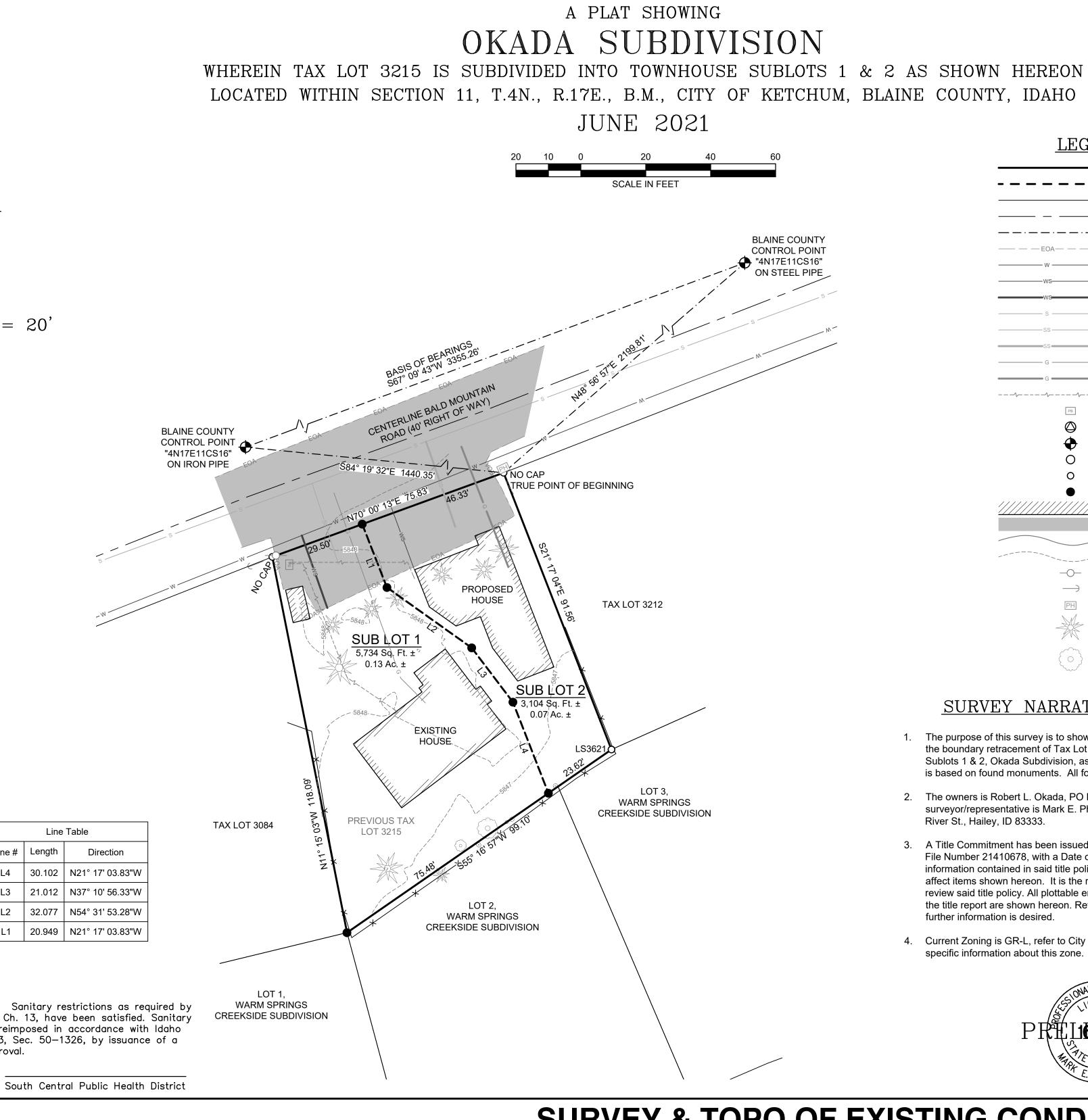




LICENSED ARCHITECT AR-984258

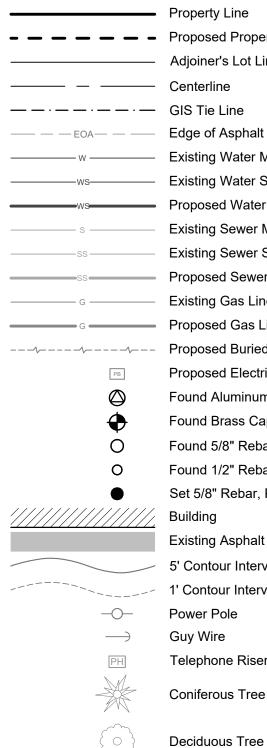
DESIGN REVIEW





SURVEY & TOPO OF EXISTING CONDITIONS

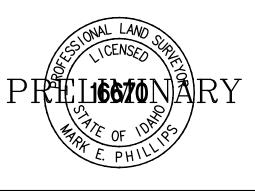
<u>LEGEND</u>



Property Line - - Proposed Property Line Adjoiner's Lot Line Centerline Edge of Asphalt Line **Existing Water Main** Existing Water Service Proposed Water Service **Existing Sewer Main** Existing Sewer Service Proposed Sewer Service Existing Gas Line Proposed Gas Line Proposed Buried Power Line Proposed Electrical Transformer Found Aluminum Cap Found Brass Cap Found 5/8" Rebar Found 1/2" Rebar Set 5/8" Rebar, P.L.S. 16670 Existing Asphalt 5' Contour Interval 1' Contour Interval Power Pole Guy Wire Telephone Riser Coniferous Tree

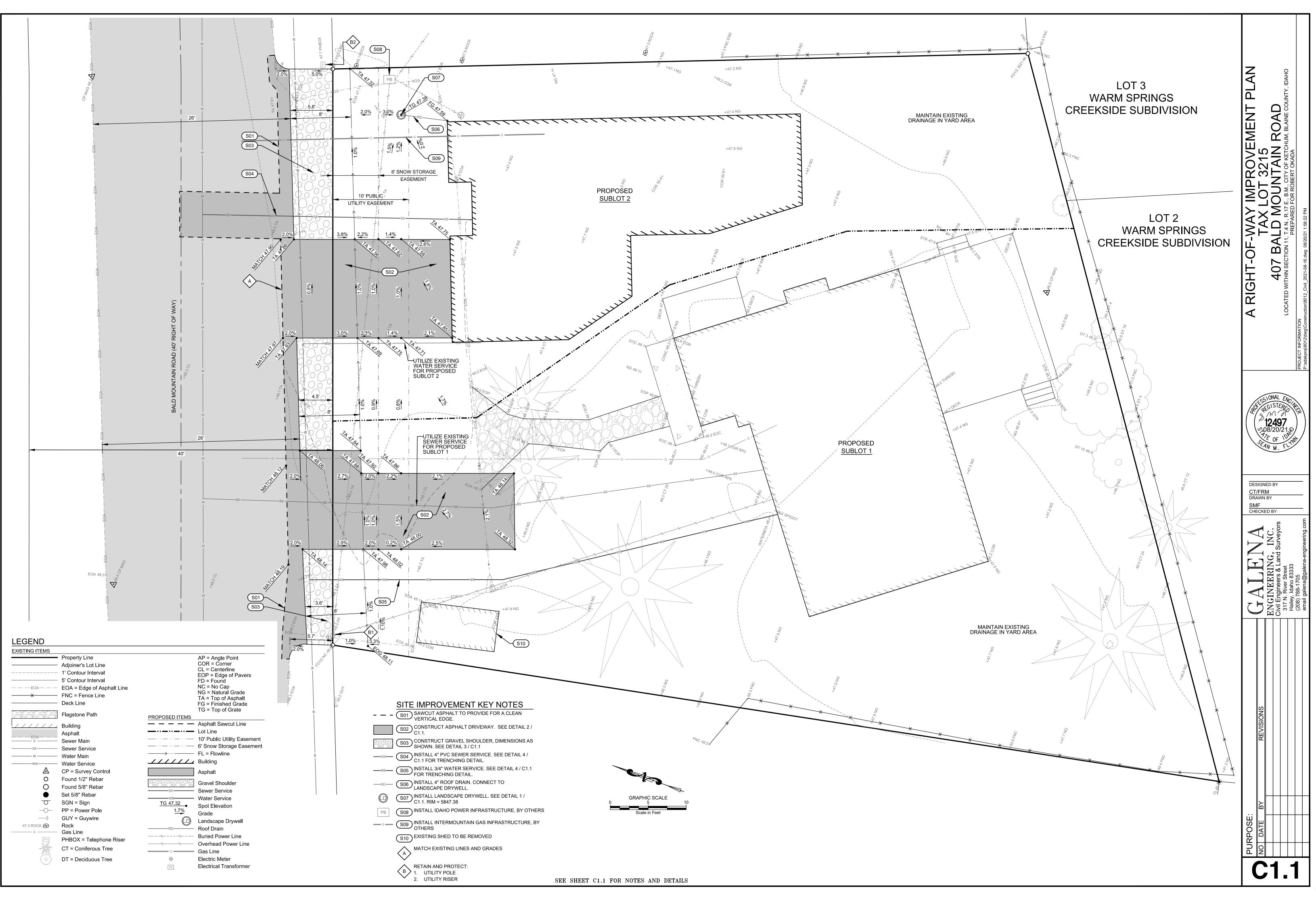
SURVEY NARRATIVE & NOTES

- 1. The purpose of this survey is to show the monuments found and set during the boundary retracement of Tax Lot 3215, and to subdivide them into Sublots 1 & 2, Okada Subdivision, as shown hereon. The Boundary shown is based on found monuments. All found monuments have been accepted.
- 2. The owners is Robert L. Okada, PO Box 6838, Ketchum, ID 83340. The surveyor/representative is Mark E. Phillips, Galena Engineering, Inc., 317 N River St., Hailey, ID 83333.
- 3. A Title Commitment has been issued by Stewart Title Guaranty Company, File Number 21410678, with a Date of Guarantee of April 16, 2021. Certain information contained in said title policy may not appear on this map or may affect items shown hereon. It is the responsibility of the owner or agent to review said title policy. All plottable encumbrances and easements listed in the title report are shown hereon. Review of specific documents is required, if further information is desired.
- 4. Current Zoning is GR-L, refer to City of Ketchum Zoning Ordinance for specific information about this zone.



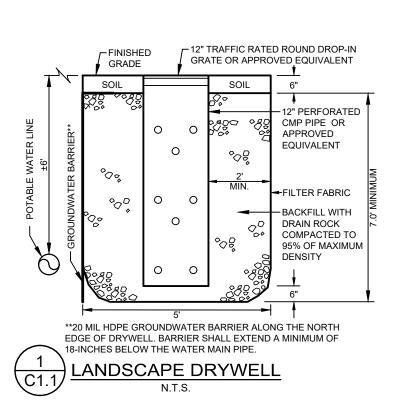
OKADA SUBDIVISION GALENA ENGINEERING, INC. HAILEY, IDAHO SHEET 1 OF 2 Job No. 8012

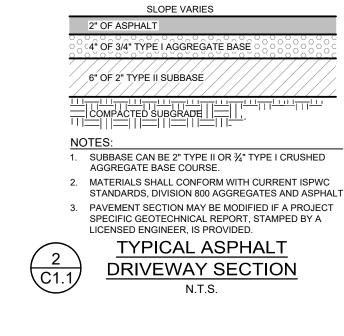
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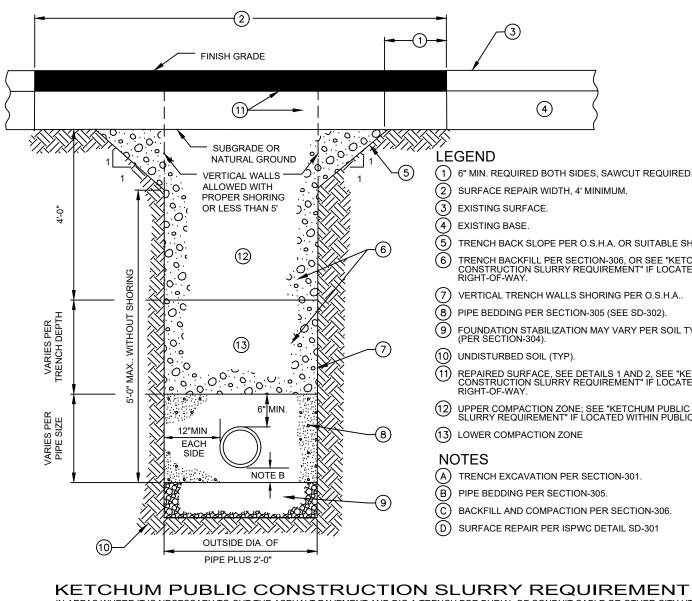


CONSTRUCTION NOTES

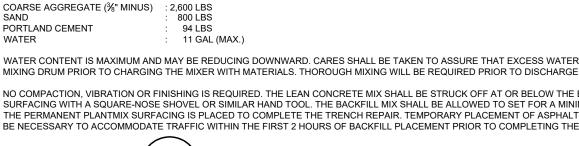
- ALL CONSTRUCTION SHALL BE IN CONFORMANCE WITH THE MOST CURRENT EDITION OF THE "IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION" (ISPWC) AND CITY OF KETCHUM STANDARDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND KEEPING A COPY OF THE ISPWC AND CITY OF KETCHUM STANDARDS ON SITE DURING CONSTRUCTION.
- 2. THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN ON THE PLANS IN AN APPROXIMATE WAY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING EXISTING UTILITIES PRIOR TO COMMENCING AND DURING THE CONSTRUCTION. THE CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH RESULT FROM HIS FAILURE TO ACCURATELY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. CONTRACTOR SHALL CALL DIGLINE (1-800-342-1585) TO LOCATE ALL EXISTING UNDERGROUND UTILITIES A MINIMUM OF 48 HOURS IN ADVANCE OF EXCAVATION.
- 3. CONTRACTOR SHALL COORDINATE RELOCATIONS OF DRY UTILITY FACILITIES (POWER, CABLE, PHONE, TV) WITH THE APPROPRIATE UTILITY FRANCHISE.
- 4. THE CONTRACTOR SHALL CLEAN UP THE SITE AFTER CONSTRUCTION SO THAT IT IS IN A CONDITION EQUAL TO OR BETTER THAN THAT WHICH EXISTED PRIOR TO CONSTRUCTION.
- 5. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION (THIS MAY INCLUDE ENCROACHMENT PERMITS AND NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) CONSTRUCTION GENERAL PERMIT (CGP) PERMIT COVERAGE).
- 6. ALL CLEARING & GRUBBING SHALL CONFORM TO ISPWC SECTION 201
- ALL EXCAVATION & EMBANKMENT SHALL CONFORM TO ISPWC SECTION 202. SUBGRADE SHALL BE EXCAVATED AND SHAPED TO LINE, GRADE, AND CROSS-SECTION SHOWN ON THE PLANS. THE SUBGRADE SHALL BE COMPACTED TO 95% OF MAXIMUM DENSITY AS DETERMINED BY ASTM D-698. THE CONTRACTOR SHALL WATER OR AERATE SUBGRADE AS NECESSARY TO OBTAIN OPTIMUM MOISTURE CONTENT. IN-LIEU OF DENSITY MEASUREMENTS, THE SUBGRADE MAY BE PROOF-ROLLED TO THE APPROVAL OF THE ENGINEER.
- PROOF-ROLLING: AFTER EXCAVATION TO THE SUBGRADE ELEVATION AND PRIOR TO PLACING COURSE GRAVEL, THE CONTRACTOR SHALL PROOF ROLL THE SUBGRADE WITH A 5-TON SMOOTH DRUM ROLLER, LOADED WATER TRUCK, OR LOADED DUMP TRUCK, AS ACCEPTED BY THE ENGINEER. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF UNSUITABLE SUBGRADE MATERIAL AREAS, AND/OR AREAS NOT CAPABLE OF COMPACTION ACCORDING TO THESE SPECIFICATIONS. UNSUITABLE OR DAMAGED SUBGRADE IS WHEN THE SOIL MOVES, PUMPS AND/OR DISPLACES UNDER ANY TYPE OF PRESSURE INCLUDING FOOT TRAFFIC LOADS.
- IF, IN THE OPINION OF THE ENGINEER, THE CONTRACTOR'S OPERATIONS RESULT IN DAMAGE TO, OR PROTECTION OF, THE SUBGRADE, THE CONTRACTOR SHALL, AT HIS OWN EXPENSE, REPAIR THE DAMAGED SUBGRADE BY OVER-EXCAVATION OF UNSUITABLE MATERIAL TO FIRM SUBSOIL, LINE EXCAVATION WITH GEOTEXTILE FABRIC, AND BACKFILL WITH PIT RUN GRAVEL.
- 8. ALL 2" MINUS GRAVEL SHALL CONFORM TO ISPWC 802, TYPE II (ITD STANDARD 703.04, 2"), SHALL BE PLACED IN CONFORMANCE WITH ISPWC SECTION 801 AND COMPACTED PER SECTION 202. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 90% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99.
- 9. ALL 3/4" MINUS CRUSHED GRAVEL SHALL CONFORM TO ISPWC 802, TYPE I (ITD STANDARD 703.04, 3/4" B), SHALL BE PLACED IN CONFORMANCE WITH ISPWC SECTION 802 AND COMPACTED PER SECTION 202. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 95% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99 OR ITD T-91.
- 10. ALL ASPHALTIC CONCRETE PAVEMENT WORK SHALL CONFORM TO ISPWC SECTION(S) 805, 810, AND 811 FOR CLASS II PAVEMENT. ASPHALT AGGREGATE SHALL BE 1/2" (13MM) NOMINAL SIZE CONFORMING TO TABLE 803B IN ISPWC SECTION 803. ASPHALT BINDER SHALL BE PG 58-28 CONFORMING TO TABLE A-1 IN ISPWC SECTION 805.
- 11. ASPHALT SAWCUTS SHALL BE AS INDICATED ON THE DRAWINGS, OR 24" INCHES FROM EDGE OF EXISTING ASPHALT, IF NOT INDICATED OTHERWISE SO AS TO PROVIDE A CLEAN PAVEMENT EDGE FOR MATCHING. NO WHEEL CUTTING SHALL BE ALLOWED. PRIOR TO REPLACING ASPHALT, THE UNDERLYING SURFACE INCLUDING VERTICAL SAWCUT JOINTS SHALL BE CLEANED OF ALL DEBRIS AND A TACK COAT SHALL BE APPLIED TO ALL CURBS, SAWCUTS, OR OVERLAY SURFACES.
- 12. TRAFFIC CONTROL SHALL BE PER THE TRAFFIC CONTROL PLAN. CONTRACTOR WILL NEED TO MAINTAIN ACCESS TO ALL PRIVATE PROPERTIES. UNLESS OTHERWISE COORDINATE WITH THE PROPERTY OWNER THROUGH THE CITY ENGINEER
- 13. ALL CONCRETE WORK SHALL CONFORM TO ISPWC SECTIONS 701, 703, AND 705. ALL CONCRETE SHALL BE 3,000 PSI MINIMUM, 28 DAY, AS DEFINED IN ISPWC SECTION 703, TABLE 1. IMMEDIATELY AFTER PLACEMENT PROTECT CONCRETE BY APPLYING MEMBRANE-FORMING CURING COMPOUND, TYPE 2, CLASS A PER ASTM C 309-94. APPLY CURING COMPOUND PER MANUFACTURER'S INSTRUCTIONS AND SPECIFICATIONS.
- 14. ALL TRENCHING SHALL CONFORM TO ISPWC STANDARD DRAWING SD-301. TRENCHES SHALL BE BACKFILLED AND COMPACTED TO A MINIMUM OF 95% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T-99.
- 15. PER IDAHO CODE § 55-1613, THE CONTRACTOR SHALL RETAIN AND PROTECT ALL MONUMENTS, ACCESSORIES TO CORNERS, BENCHMARKS AND POINTS SET IN CONTROL SURVEYS; ALL MONUMENTS, ACCESSORIES TO CORNERS, BENCHMARKS AND POINTS SET IN CONTROL SURVEYS THAT ARE LOST OR DISTURBED BY CONSTRUCTION SHALL BE REESTABLISHED AND RE-MONUMENTED, AT THE EXPENSE OF THE AGENCY OR PERSON CAUSING THEIR LOSS OR DISTURBANCE AT THEIR ORIGINAL LOCATION OR BY SETTING OF A WITNESS CORNER OR REFERENCE POINT OR A REPLACEMENT BENCHMARK OR CONTROL POINT, BY OR UNDER THE DIRECTION OF A PROFESSIONAL LAND SURVEYOR.
- 16. CONSTRUCTION OF WATER MAINS AND ALL OTHER RELATED APPURTENANCES SHALL BE IN ACCORDANCE WITH THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPWC), IDAPA 58.01.08, IDAHO RULES FOR PUBLIC DRINKING WATER SYSTEMS AND THE CITY OF KETCHUM UTILITIES DEPARTMENT STANDARDS.
- 17. CONTRACTOR SHALL PRESSURE TEST, DISINFECT, AND CONDUCT BIOLOGICAL TESTING IN ACCORDANCE WITH THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPWC), AMERICAN WATER WORKS ASSOCIATION (AWWA) STANDARDS, AND THE PRESSURE TESTING, DISINFECTION, AND MICROBIOLOGICAL TESTING PROCEDURES.
- 18. CONSTRUCTION OF WATER SERVICES AND ALL OTHER RELATED APPURTENANCES SHALL BE IN ACCORDANCE WITH THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPWC), IDAPA 58.01.08, IDAHO RULES FOR PUBLIC DRINKING WATER SYSTEMS AND THE CITY OF KETCHUM UTILITIES DEPARTMENT STANDARDS.
- 19. CONTRACTOR SHALL PRESSURE TEST, DISINFECT, AND CONDUCT BIOLOGICAL TESTING IN ACCORDANCE WITH THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPWC), AMERICAN WATER WORKS ASSOCIATION (AWWA) STANDARDS, AND THE PRESSURE TESTING, DISINFECTION, AND MICROBIOLOGICAL TESTING PROCEDURES.
- 20. ALL WATER SUPPLY FIXTURES, FITTINGS, PIPING, AND ALL RELATED APPURTENANCES SHALL BE ANSI/NSF STD. 61 COMPLIANT.
- 21. ALL WATER SUPPLY FIXTURES, FITTINGS, PIPING, AND ALL RELATED APPURTENANCES SHALL COMPLY WITH THE LOW LEAD ACT REQUIRING ALL MATERIALS TO HAVE A LEAD CONTENT EQUAL TO OR LESS THAT 0.25%.
- 22. THE CONTRACTOR SHALL USE ANSI/NSF STANDARD 60 CHEMICALS AND COMPOUNDS DURING INSTALLATION & DISINFECTION OF POTABLE WATER MAIN.
- 23. CONTRACTOR SHALL COORDINATE LOCATIONS OF DRY UTILITY FACILITIES (POWER, CABLE, PHONE, TV) NOT SHOWN ON THE DRAWING WITH IDAHO POWER.
- 24. THE CONTRACTOR SHALL BE RESPONSIBLE FOR HIRING A MATERIALS TESTING COMPANY DURING CONSTRUCTION TO VERIFY ALL COMPACTION AND MATERIAL PLAN AND SPECIFICATION REQUIREMENTS ARE MET. QUALITY CONTROL DOCUMENTATION OF TESTING FOR WORK IN RIGHT-OF-WAY MEETING CITY OF KETCHUM CODE SECTION 12.04.040 (CONCRETE, AGGREGATE BASE COMPACTION, ASPHALT COMPACTION) WILL BE NECESSARY FOR CERTIFICATE OF OCCUPANCY.
- 25. EXISTING SITE CONDITIONS HEREON ARE PER A FIELD SURVEY BY GALENA ENGINEERING (10/26/2020). BOUNDARY DATA IS PER BOUNDARY RETRACEMENT BY GALENA ENGINEERING (10/22/2020).



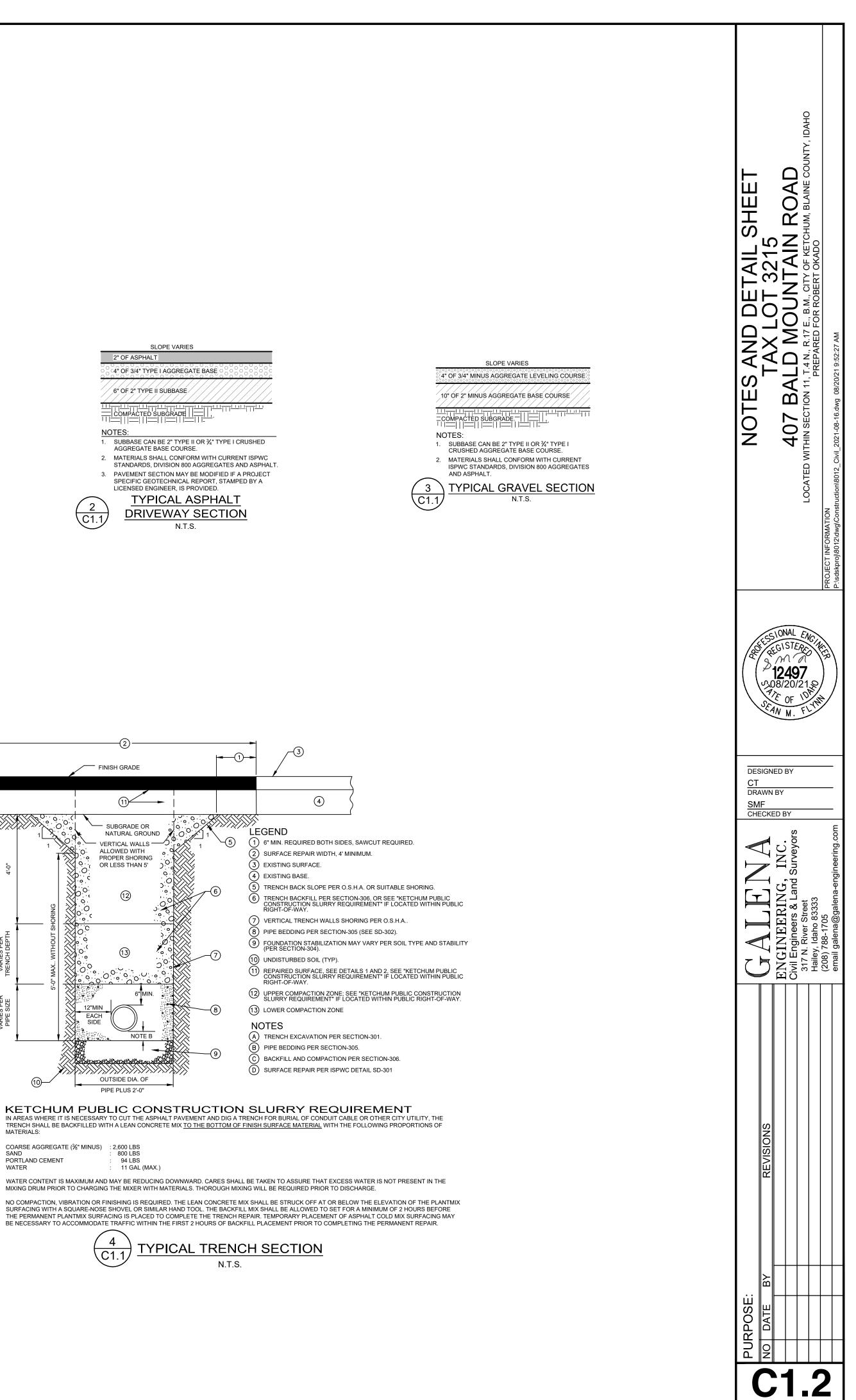


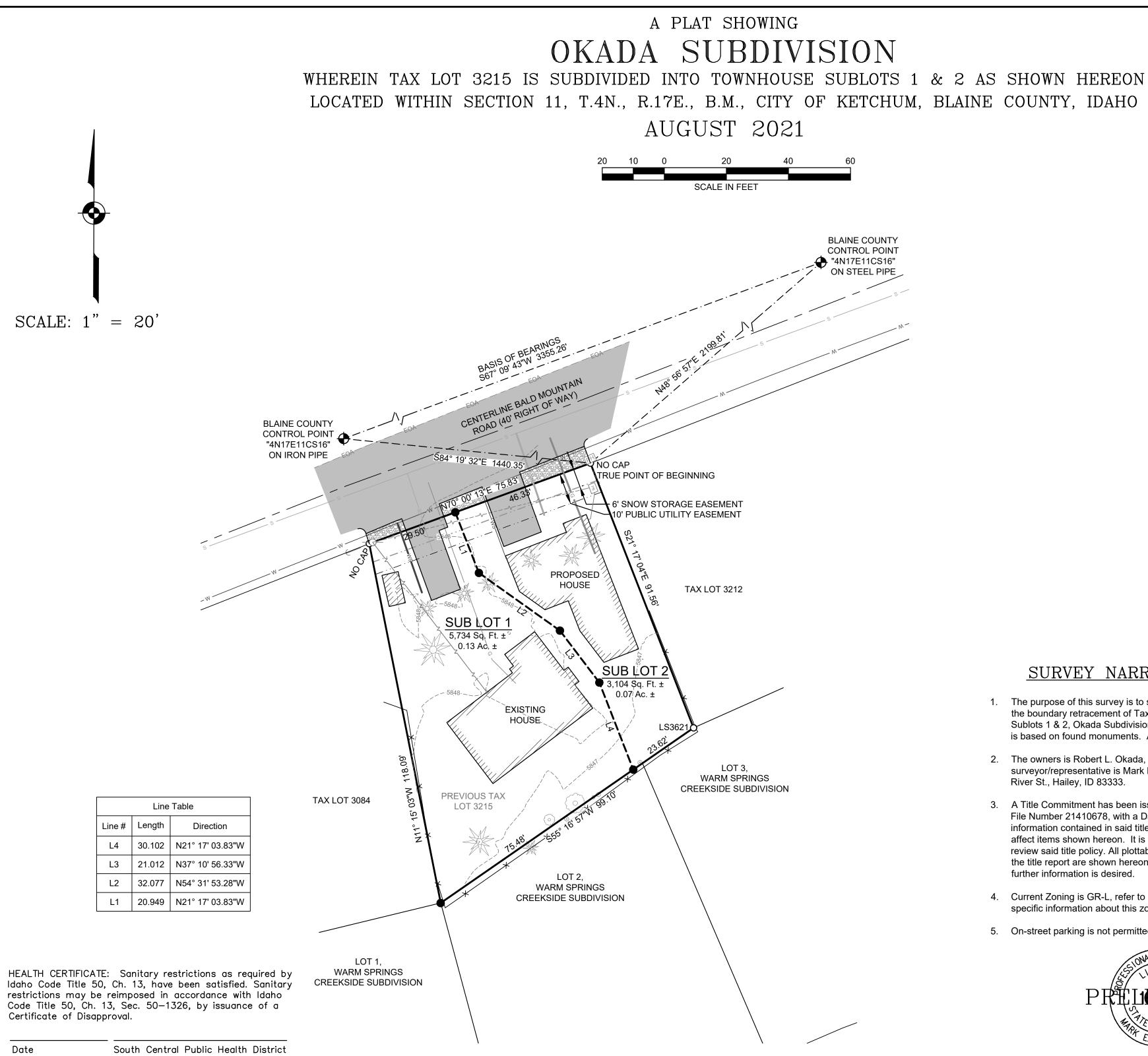


MATERIALS



 $C1^{\prime}$





- - - - - - Proposed Property Line — — Centerline --- --- GIS Tie Line — — — EOA— ____ _____ \bigtriangleup \mathbf{A} \bigcirc 0 • -0-→ Guy Wire PH $\{ \circ \}$

<u>LEGEND</u> Property Line Adjoiner's Lot Line 6' Snow Storage Easement - 10' Public Utility Easement Edge of Asphalt Line Existing Water Main Existing Water Service Proposed Water Service Existing Sewer Main Existing Sewer Service Proposed Sewer Service Existing Gas Line Proposed Gas Line ----- Proposed Buried Power Line Proposed Overhead Power Line Proposed Electrical Transformer Found Aluminum Cap Found Brass Cap Found 5/8" Rebar Found 1/2" Rebar Set 5/8" Rebar, P.L.S. 16670 Building Asphalt Gravel 5' Contour Interval 1' Contour Interval Power Pole Telephone Riser Coniferous Tree Deciduous Tree

SURVEY NARRATIVE & NOTES

1. The purpose of this survey is to show the monuments found and set during the boundary retracement of Tax Lot 3215, and to subdivide them into Sublots 1 & 2, Okada Subdivision, as shown hereon. The Boundary shown is based on found monuments. All found monuments have been accepted.

2. The owners is Robert L. Okada, PO Box 6838, Ketchum, ID 83340. The surveyor/representative is Mark E. Phillips, Galena Engineering, Inc., 317 N River St., Hailey, ID 83333.

3. A Title Commitment has been issued by Stewart Title Guaranty Company, File Number 21410678, with a Date of Guarantee of April 16, 2021. Certain information contained in said title policy may not appear on this map or may affect items shown hereon. It is the responsibility of the owner or agent to review said title policy. All plottable encumbrances and easements listed in the title report are shown hereon. Review of specific documents is required, if further information is desired.

4. Current Zoning is GR-L, refer to City of Ketchum Zoning Ordinance for specific information about this zone.

5. On-street parking is not permitted on Bald Mountain Road.



OKADA SUBDIVISION GALENA ENGINEERING, INC. HAILEY, IDAHO SHEET 1 OF 2 Job No. 8012

This	is	to	certify	that	th
prop	ert	y:			

more particularly described as follows:

Tax Lot 3215

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

Robert L. Okada

STATE OF ____ COUNTY OF_____

in this certificate first above written.

CERTIFICATE OF OWNERSHIP

he undersigned is the owner in fee simple of the following described townhouse

A parcel of land located within Section 13, T.4N., R.17E., B.M., City of Ketchum, Blaine County, Idaho,

ACKNOWLEDGMENT

On this _____ day of _____ 20___, before me, a Notary Public in and for said State, personally appeared Sallie Castle, known or identified to me to be the person whose name is

subscribed to the foregoing instrument, and acknowledged to me that he executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year

> Notary Public in and for said State Residing in _____

My Commission Expires _____

SURVEYOR'S CERTIFICATE

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

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

laws of the State of Idaho relating to Plats and Surveys

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

The foregoing plat was approved by _____ on this _____ day of _____, 2021.

Ву: _____

Certified by City Clerk

Ву: _____

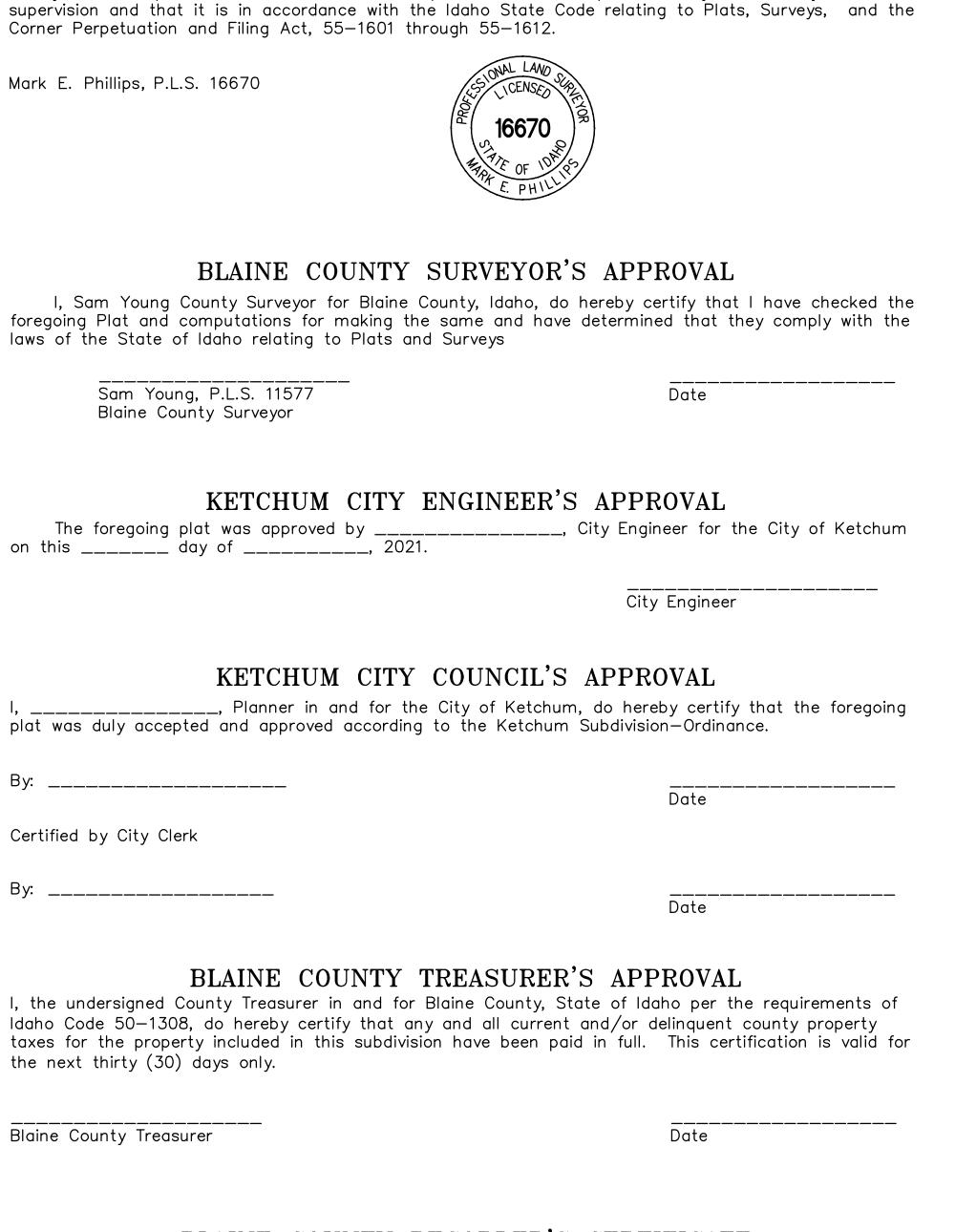
the next thirty (30) days only.

Blaine County Treasurer

DESIGN REVIEW

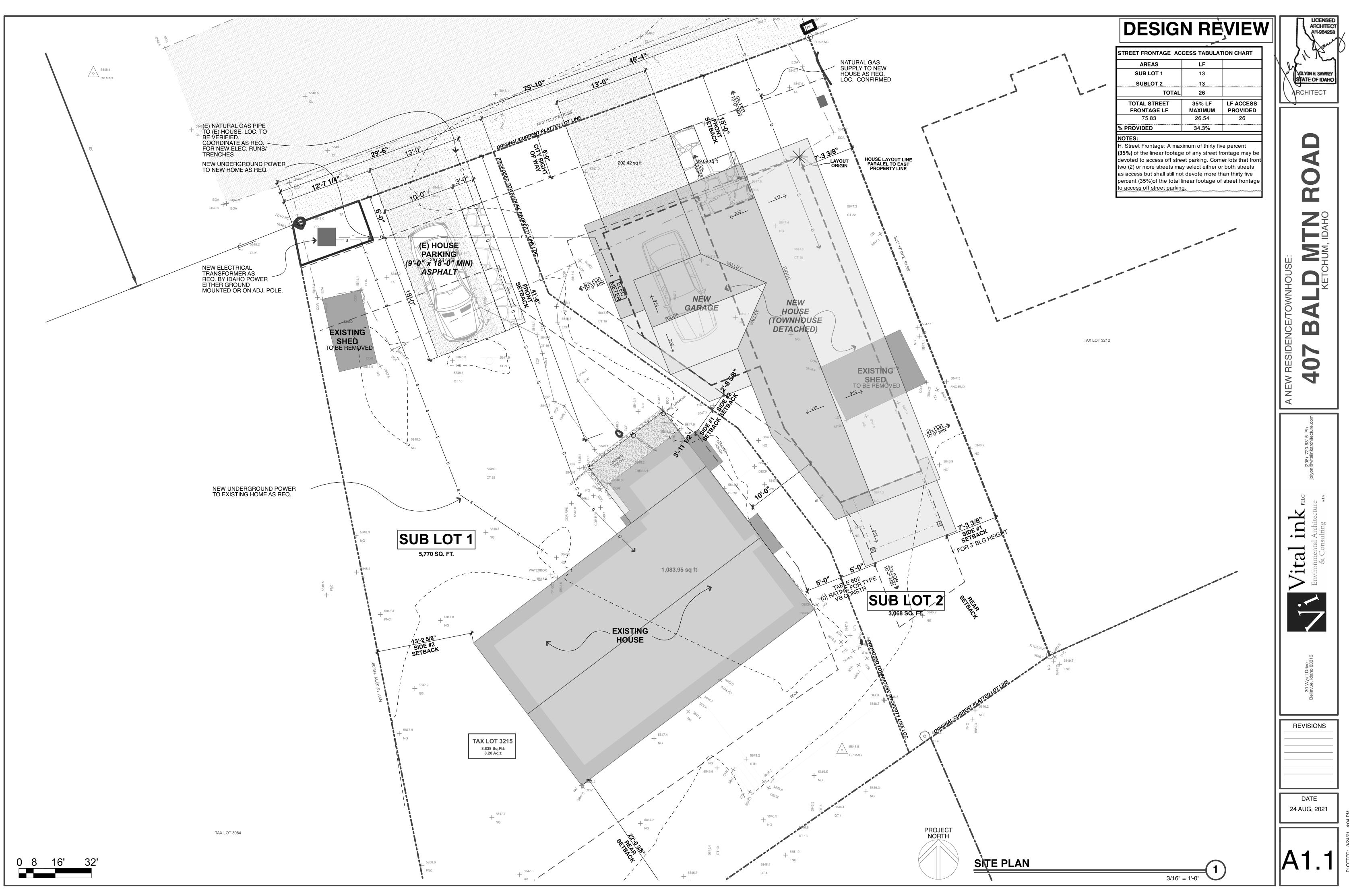


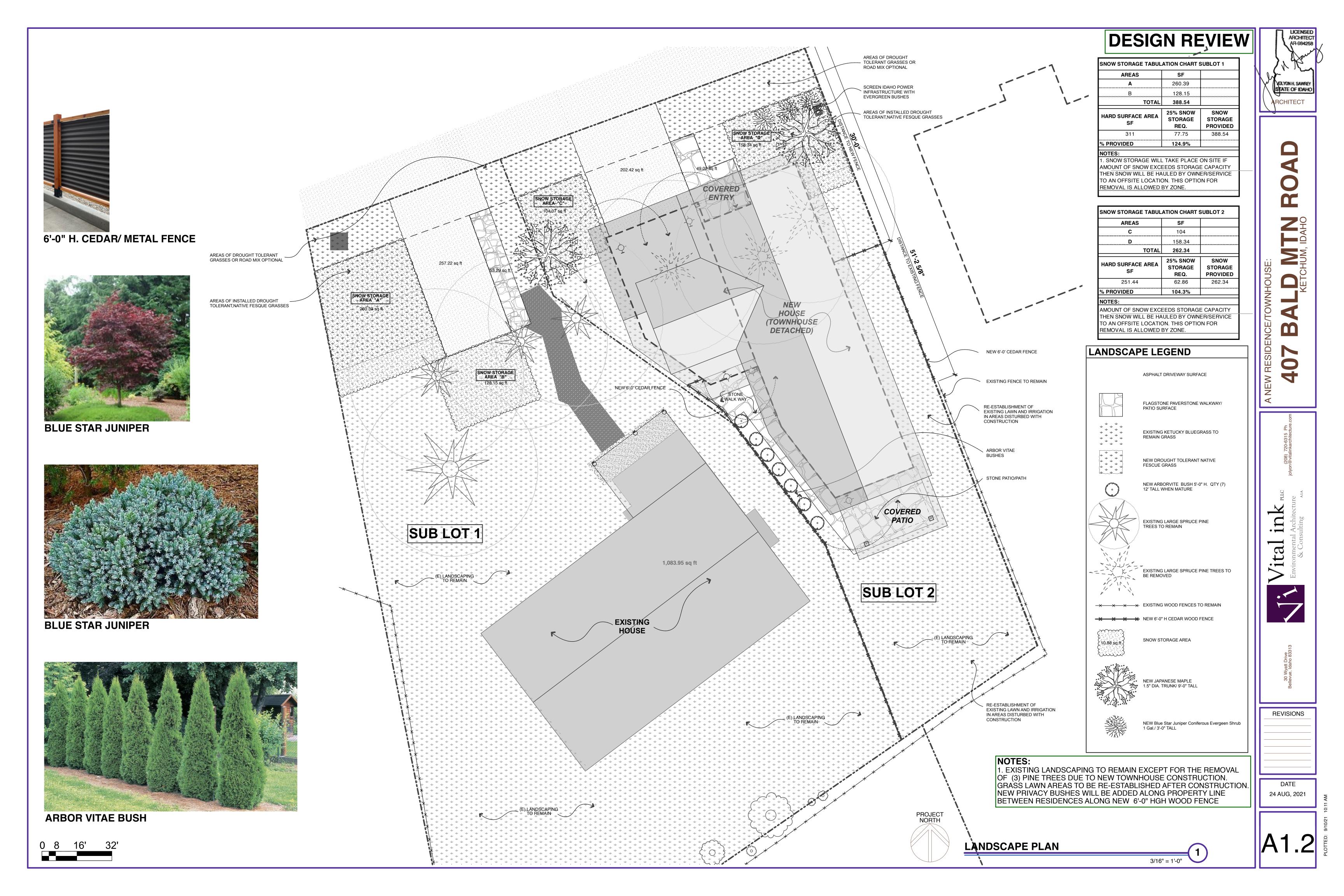
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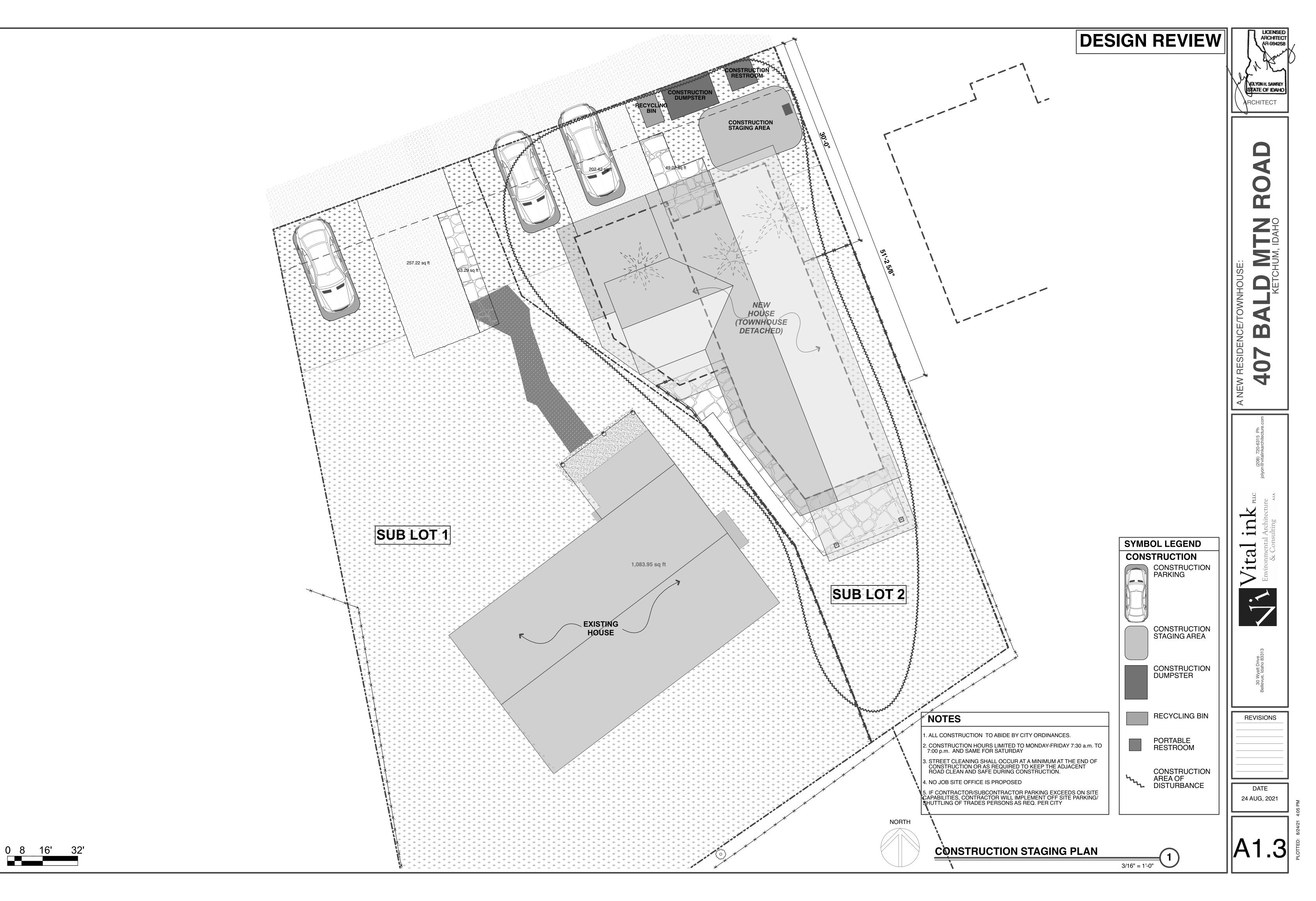


BLAINE COUNTY RECORDER'S CERTIFICATE

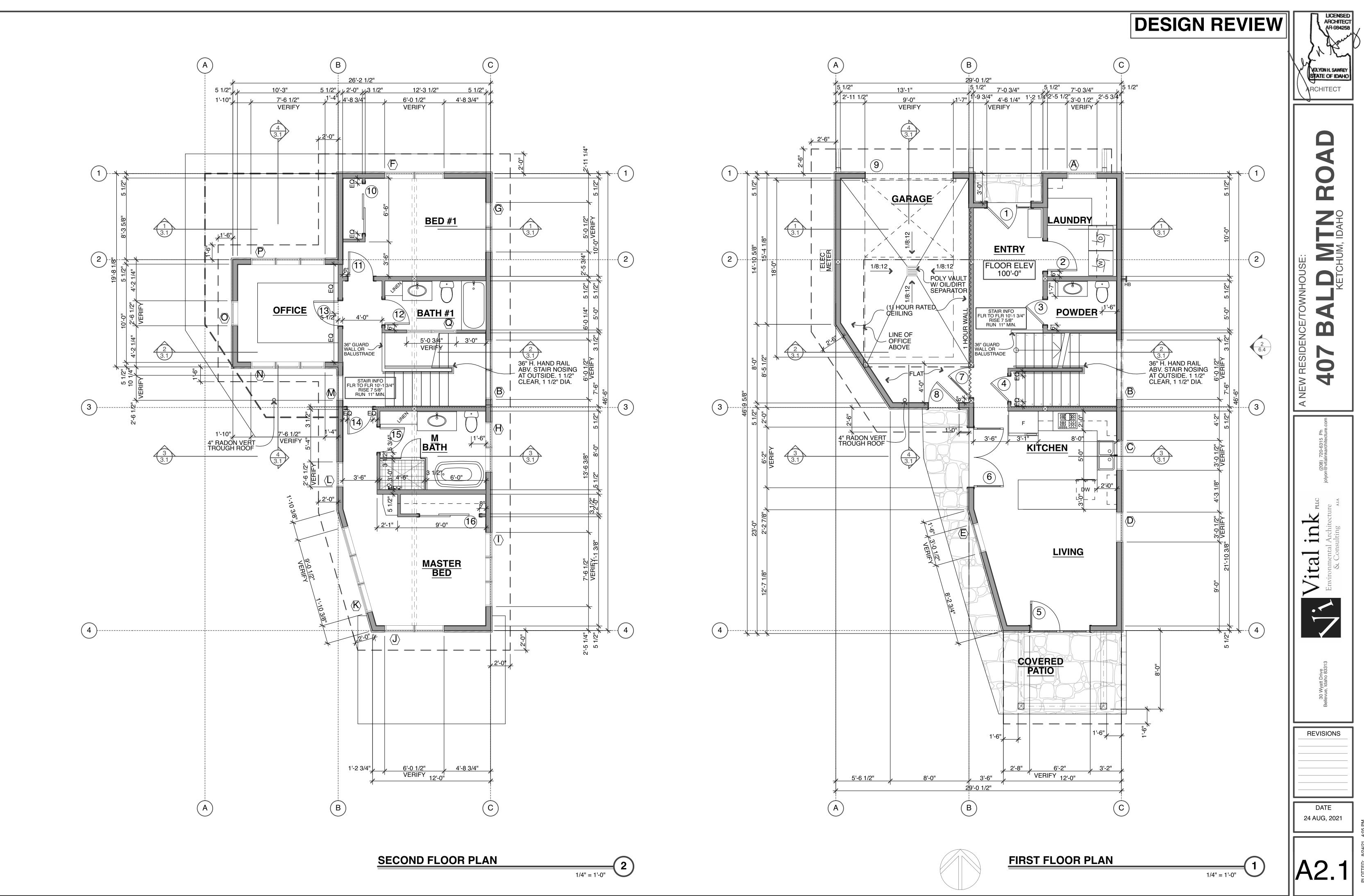
OKADA SUBDIVISION GALENA ENGINEERING, INC. HAILEY, IDAHO SHEET 2 OF 2 Job No. 8012

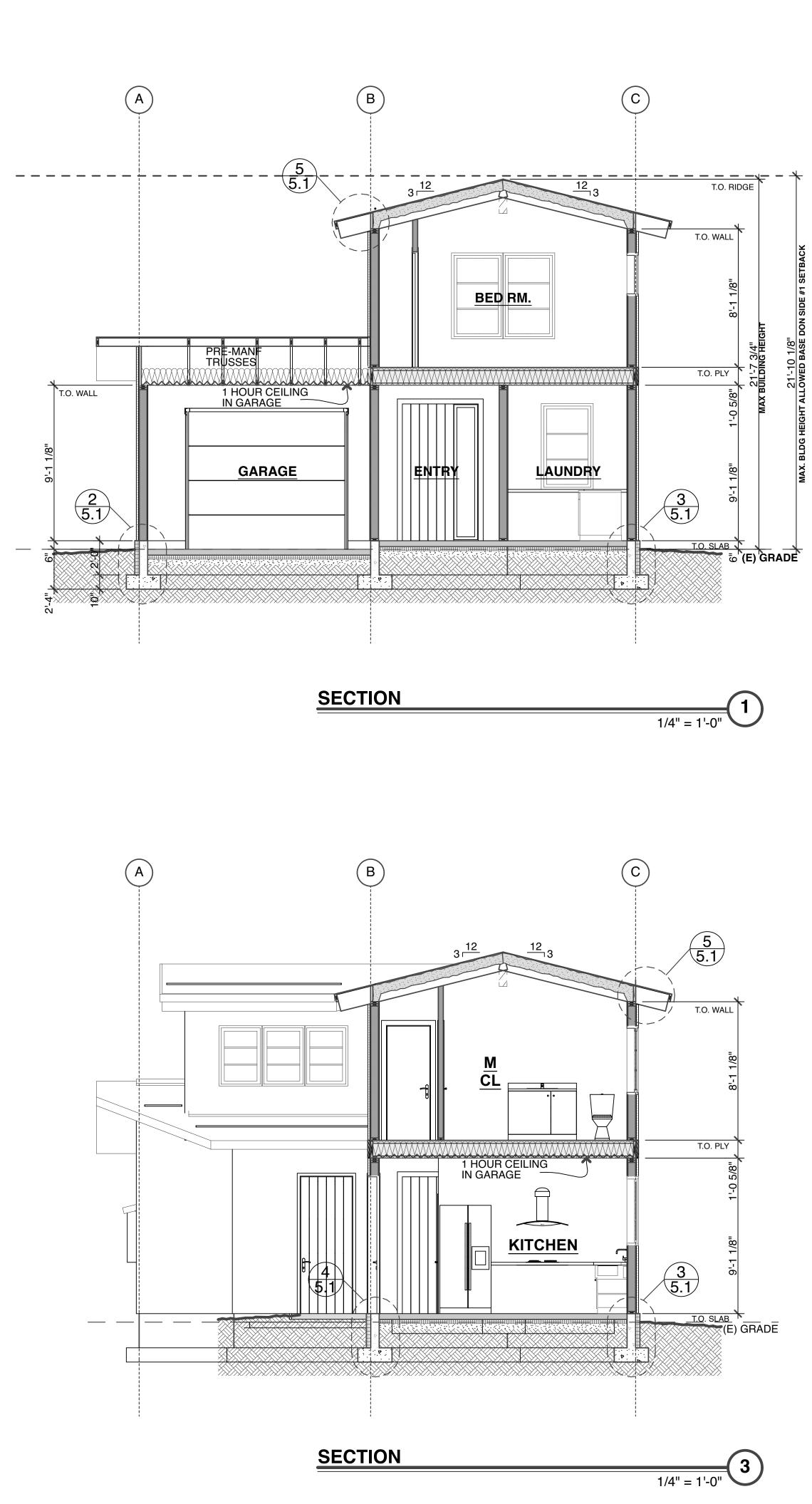




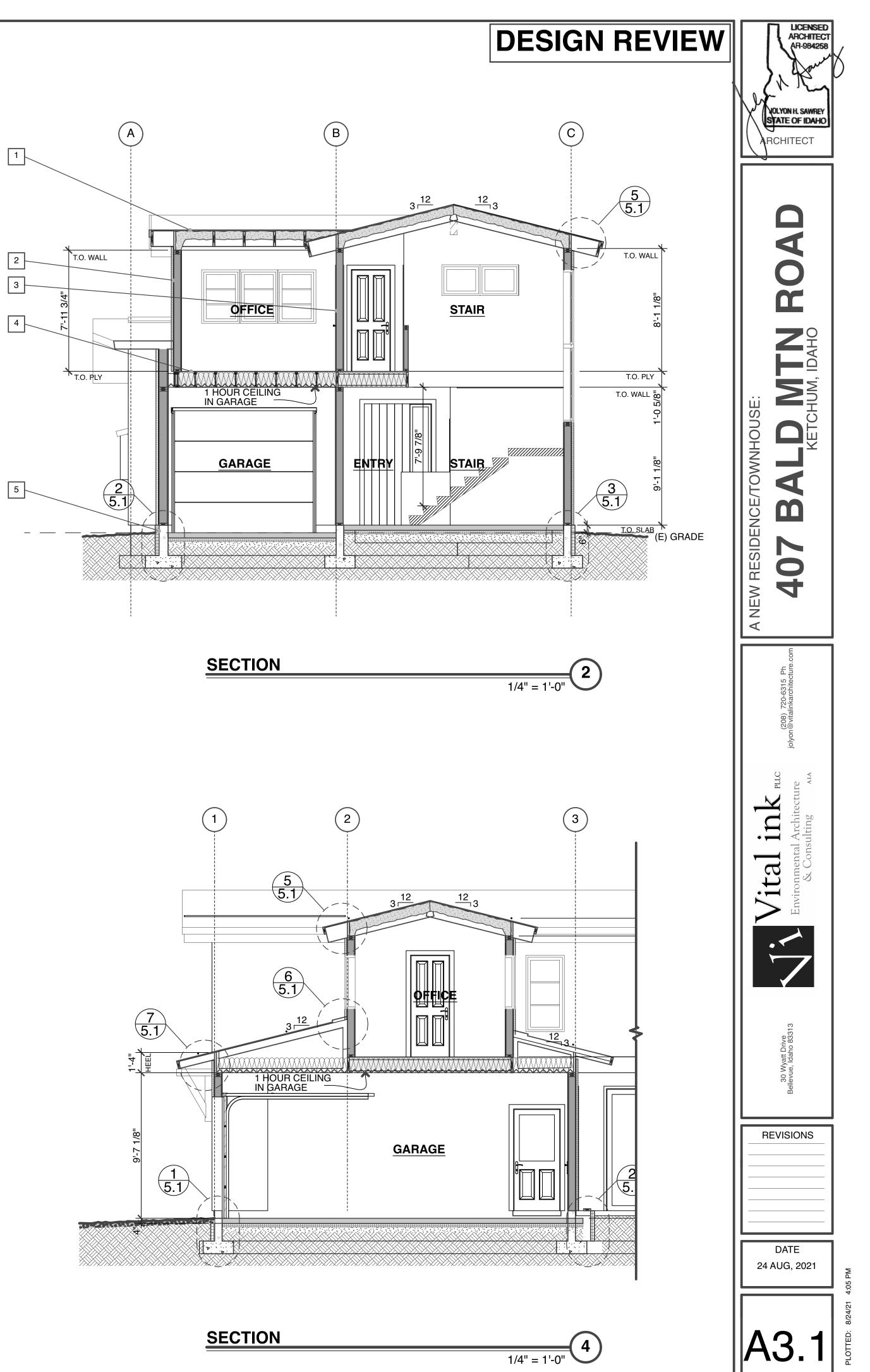




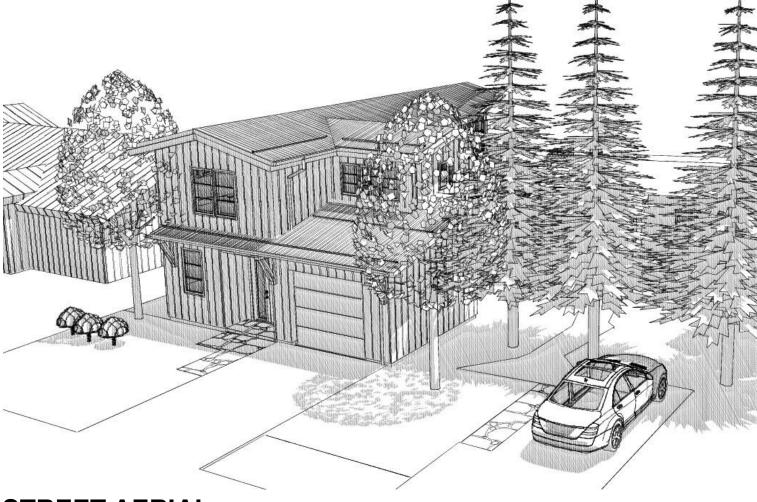




KEY	REFERENCE LOCATION
1	TYPICAL SLOPED ROOF CONSTRUCTION
	EXTERIOR FINISH PER EXT. MATERIALS - CLASS "A" ROOF ASSEMBLY
	ICE AND WATER SHIELD ENTIRE EAVE AND MIN 24" UP FROM WALL BELOW,
	APPROPRIATE MATERIAL FOR UNDER MTL ROOFING OR ASPHALT SHINGLE AS
	SHEATHING/ TRUSSES PER STRUCTURAL
	MIN. R-49 CLOSED CELL SPRAY FOAM INSUL.
	5/8 " DRYWALL CEILING, (1) HOUR WHERE REQUIRED BY CODE
	INTERIOR FINISH PER OWNER
	SOFFIT, (ENCLOSED) ROUGH SAWN
2	TYPICAL EXTERIOR FRAMED WALL CONSTRUCTION
	EXTERIOR FINISH PER EXT. MATERIALS
	WEATHER BARRIER/ BACKING MATERIAL PER MANF. SPECS.
	2x6 WALLS PER STRUCTURAL
	MIN. R-24 BLOWN IN INSUL. (CELULOSE PREFERED)
	MIN. R-24 BLOWN IN INSUL. (CELULOSE PREFERED) 1/2" or 5/8 " DRYWALL , (1) HOUR TYPE "X" WHERE REQUIRED BY CODE
	INTERIOR FINISH PER OWNER
3	TYPICAL INTERIOR FRAMED WALL CONSTRUCTION
	1/2" or 5/8 " DRYWALL , (1) HOUR TYPE "X" WHERE REQUIRED BY CODE
	SHEATHING PER STRUCTURAL SPECS/DRAWINGS IF REQ.
	2X WALLS WERE SHOWN ON PLANS
	BLOWN IN CELLULOSE INSUL FOR SOUND/PRIVACY IF/WHERE SHOWN ON PLANS
	1/2" or 5/8 " DRYWALL , (1) HOUR TYPE "X" WHERE REQUIRED BY CODE
	INTERIOR FINISH PER OWNER
4	TYPICAL FRAMED FLOOR
	INTERIOR FINISH PER OWNER
	SHEATHING PER STRUCTURAL
	JOISTS PER STRUCTURAL FILL JOIST CAVITY WITH R-38 BATT INSUL
	5/8" DRYWALL, (1) HOUR TYPE "X" WHERE REQUIRED BY CODE
5	TYPICAL CONC. PERIMETER STEMWALL AT GRADE
	METAL FLASHING
	CONT. 3" VERT. FOAM SHEET EPS OR XPS R-15
	DAMPROOFING OVER CONC. STEMWALL, I.E. PEEL N STICK OR FLUID APPLIED
	CONC. STEMWALL PER STRUCTURAL ENGINEER

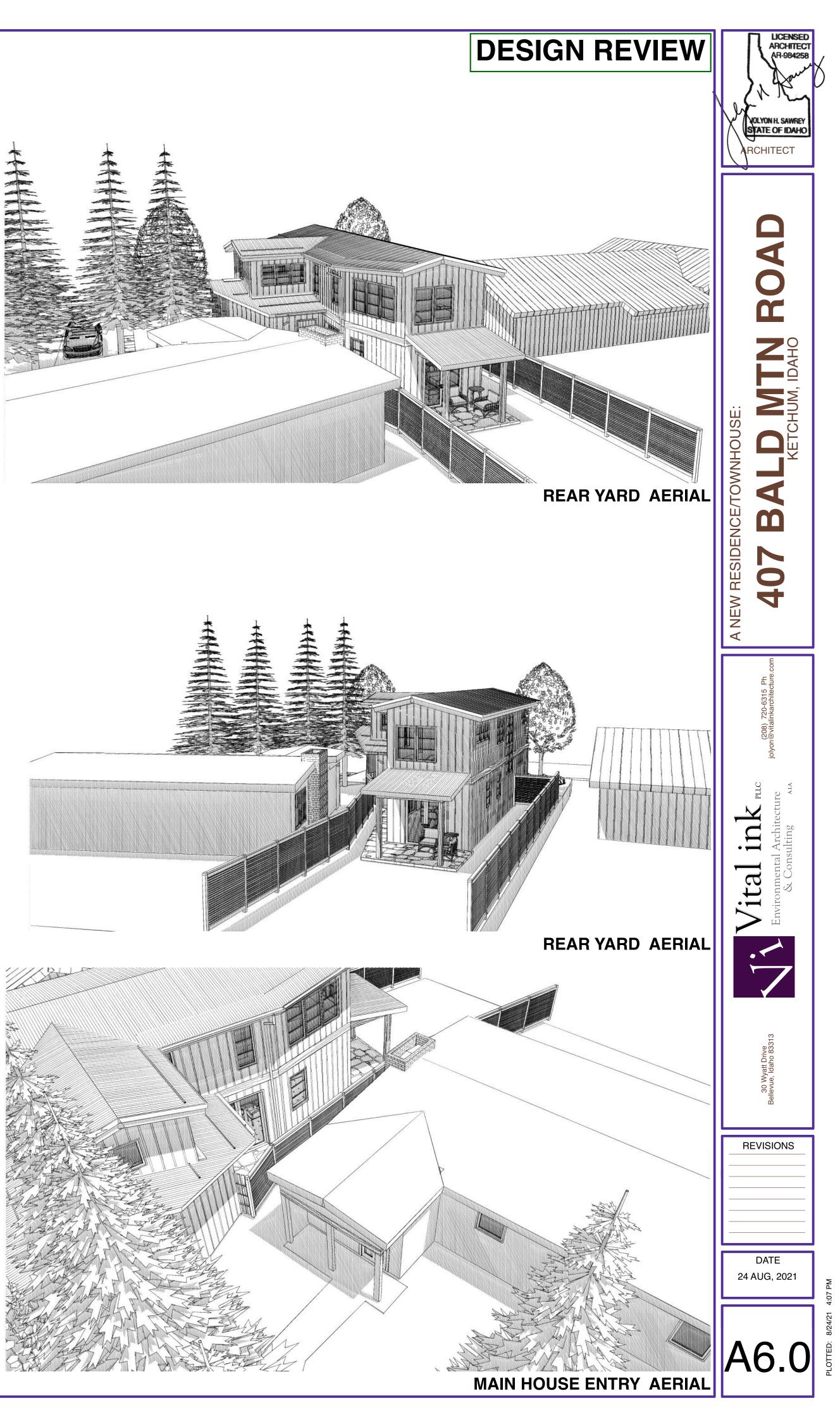


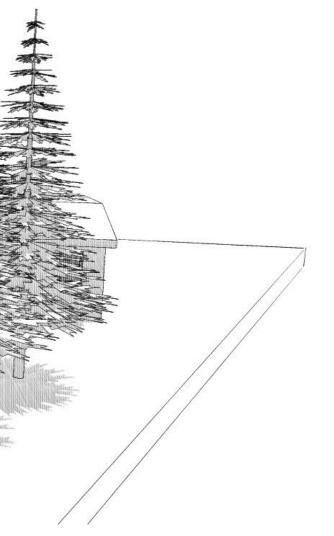


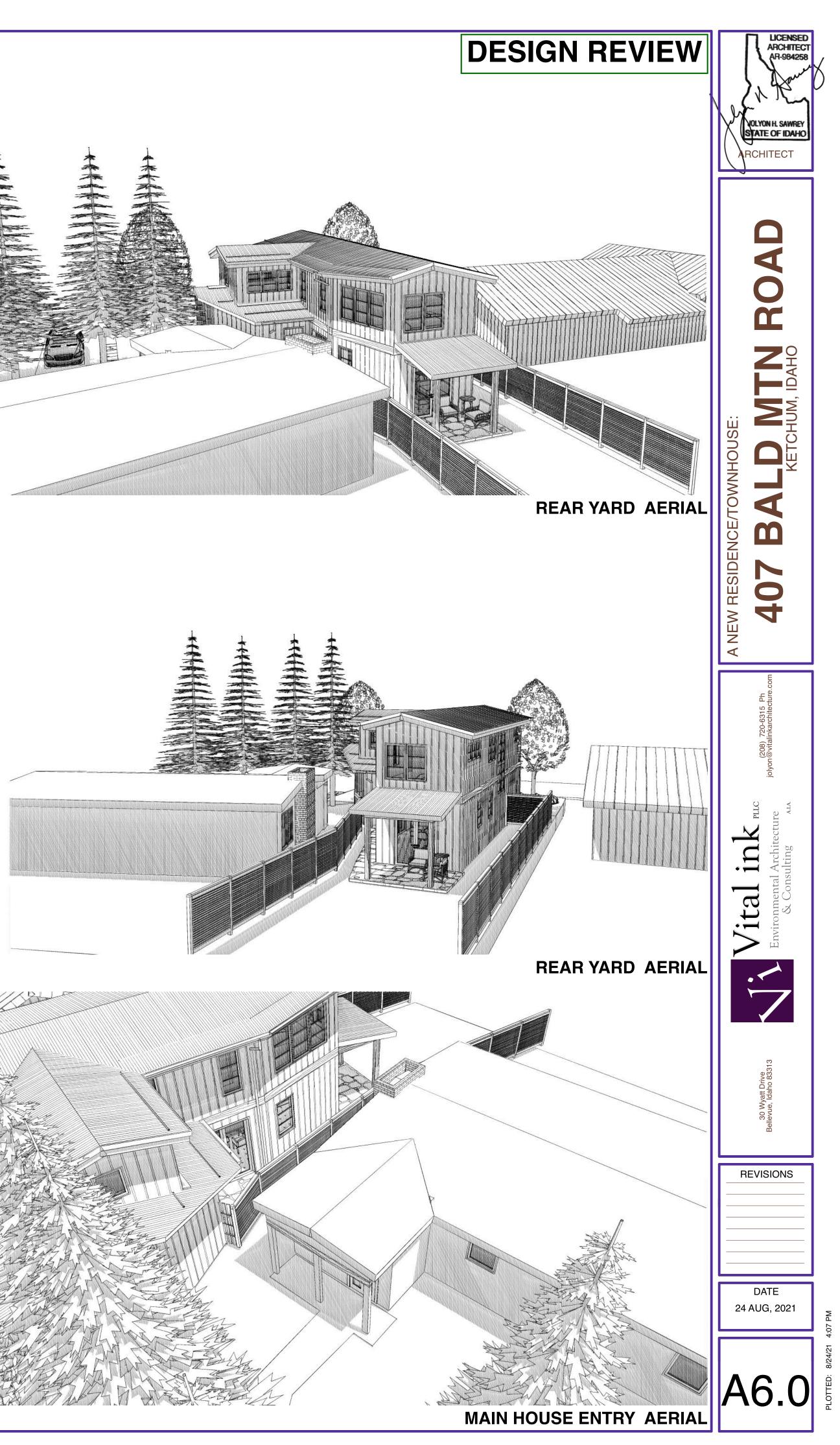


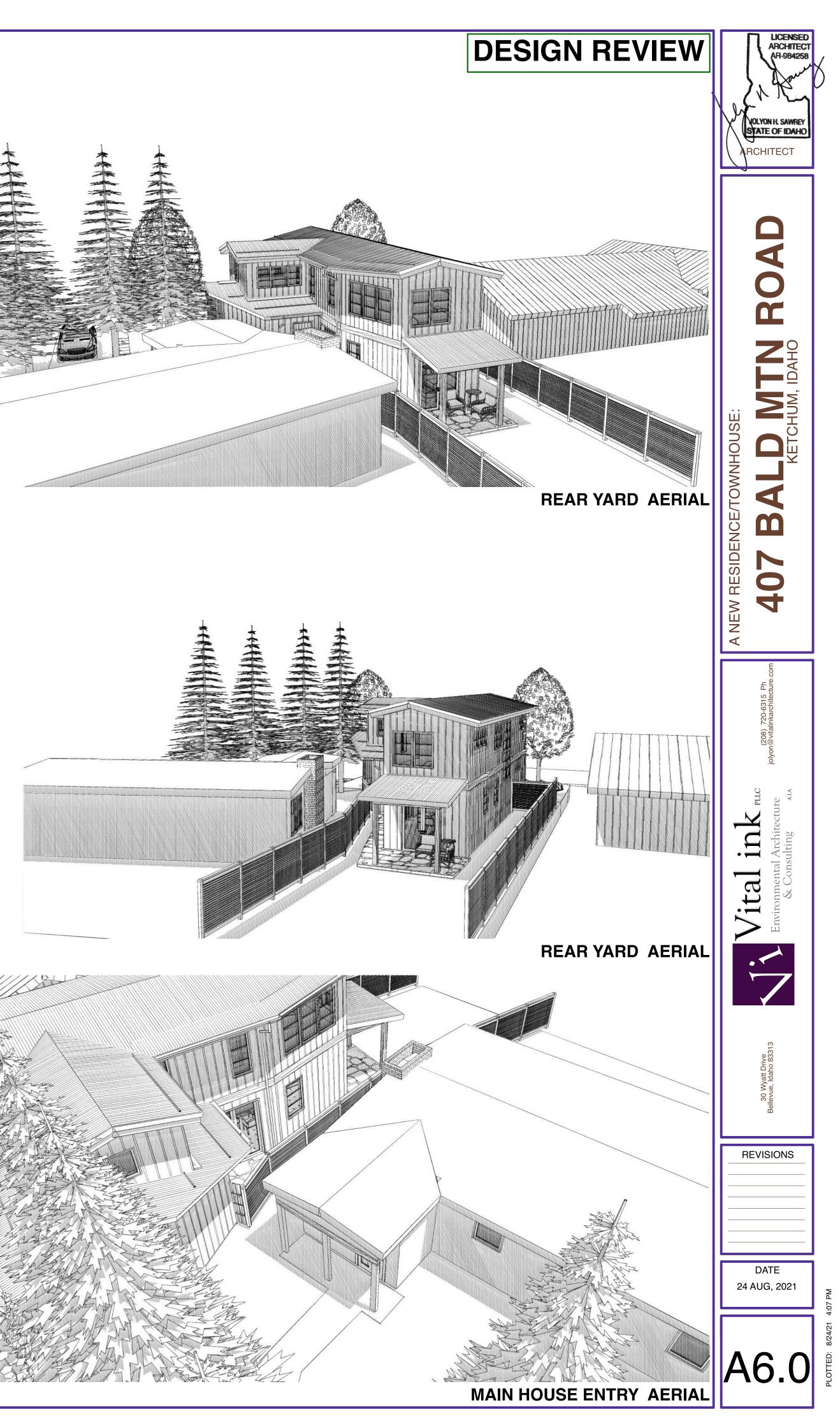
STREET AERIAL

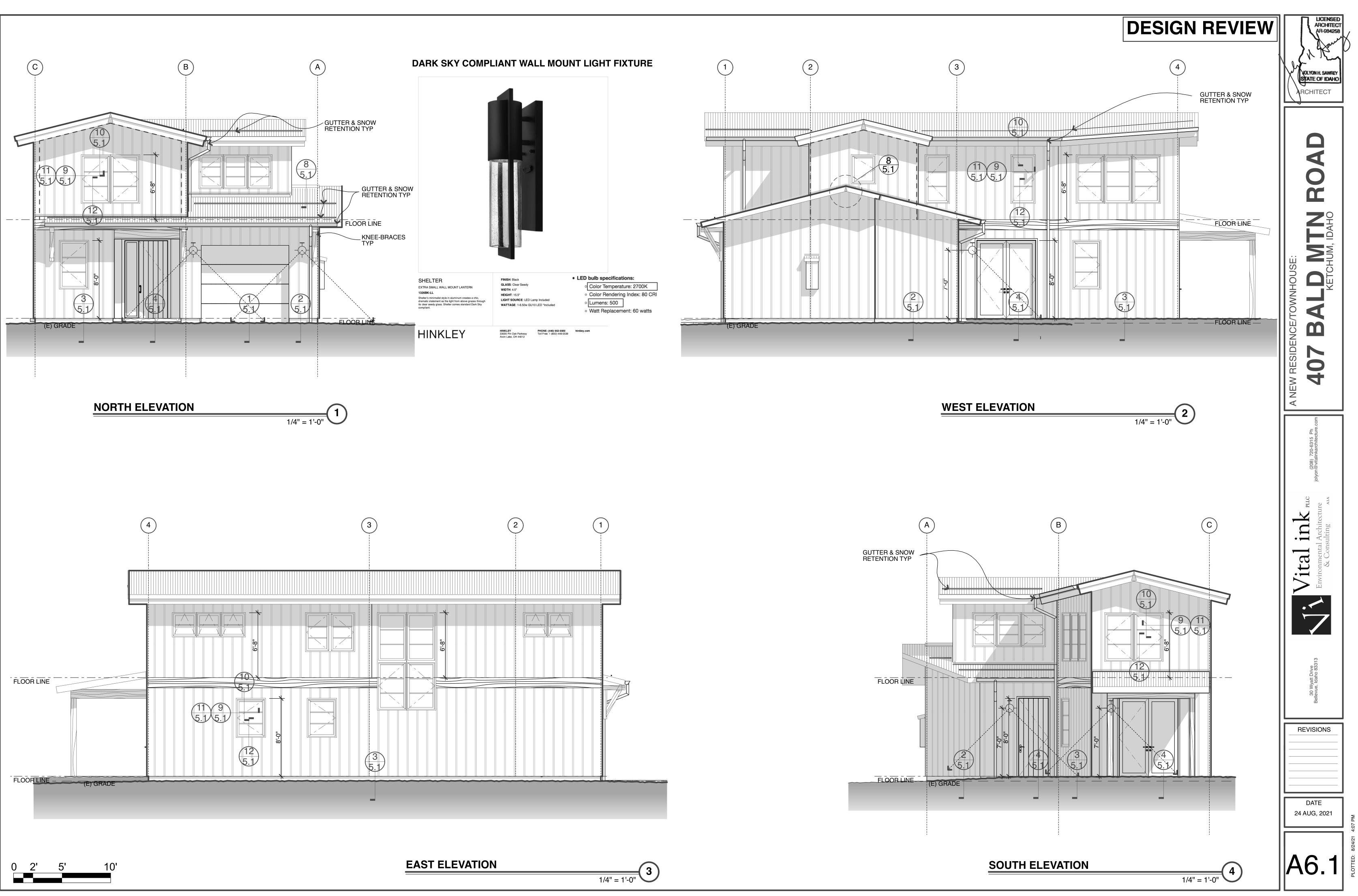












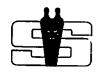
	OFFICIAL USE ONLY
Co.	AppRaign+Nouter
City of Ketchum	Date Received: 4-22-21
Planning & Building	By:
NO THE STE	Fee Paid: 260000
Preliminary Plat	Approved Date:
Subdivision Application	By:

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

	A	APPLICANT INFORMATION	
Name of Proposed Subo	division: Okada Subdivision		
Owner of Record: Robert	L. Okada		
Address of Owner: PO Bo	ox 6838, Ketchum, ID 83340		
Representative of Owne	er: Sean Flynn / Galena Engine	eering	
Legal Description: KETCH	HUM FR SESE TL 3215 SEC 1	1 4N 17E	
Street Address: 407 Bald	Mountain Rd.		
	SL	JBDIVISION INFORMATION	
Number of Lots/Parcels	: 2		
Total Land Area: 8,838			
Current Zoning District:	GR-L		
Proposed Zoning Distric	t: GR-L		
Overlay District: None			
		TYPE OF SUBDIVISION	
Condominium 🗆	Land 🗖	PUD 🗆	Townhouse 🖾
Adjacent land in same o	wnership in acres or squa	re feet:	
Easements to be dedica	ted on the final plat:		
Public Utility Easeme	ents		
		prior to final plat approval:	
	Services for Sublo		
		DDITIONAL INFORMATION	
		f Ketchum's Dark Sky Ordina	
			ations and/or Condominium Declarations
		ecorded deed to the subject	property
One (1) copy of the prel	ilminary plat itted in an electronic form	aat	

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.

Sean Thy	Sea	an Flynn / Gale	ena	Engineering			04/22/202	21		
Applicant Signature							Date			
480 East Ave. N	۱	★ P.O. Box 2315	*	Ketchum, ID 83340	*	main (208)	726-7801	*	fax (208) 726-7812	
face	book	k.com/CityofKetch	um	★ twitter.com/Ketc	hum	_ldaho ★	www.ketch	umi	idaho.org	



WARRANTY DEED

For Value Received MARK S. HARBAUGH, an unmarried man

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

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

the following described premises, to-wit:

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

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

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

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

	102315
Mal John .	Deed
MARK S. HARBAUGH	BLAINE CO. REQUEST
	OF: BLAINE COUNTY TITLE
State of IDAHO ss.	FEES '97 MAY 29 PM 2 40 3 MARY GREEN, GLERK MPP
County of BLAINE	3 MARY OREEN, OLERK
On this 19th day of May	
undersigned, a Notary Public, in and for said State, persona	i, L 51, \$97 , before me, the
	, known to me, and/or identified to me on the basis of
satisfactory evidence, to be the person(s) whose name is/ar	e subscribed to the within instrument and acknowledged to me
that <u>he</u> executed the same.	AND AY R. A.
WITNESS MY HAND AND DEFICIAL SEAL.	STATISTICS AND SEAL TO A STATISTICS
	S TOTAR
Trouting KI I amer	
Notary Public	
Residing at: HAILEY, IDAHO	AUBLIC .
Commission Expires: April 29, 2002	44 A D 44444 A D 4 1 3 1
-	TE OF ID
	Expiration Date: 4/29/2003

Residing: Hailey, Idahe



CLTA GUARANTEE

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

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

GUARANTEES

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

Dated: April 16, 2021

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

Countersigned by:

Authorized Countersignature

TitleOne Company Name

271 1st Ave North Ketchum, ID 83340 City, State



Frederick H. Eppinger President and CEO

Denise Carraux Secretary

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

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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) Unpatiented 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, in writing, for any authorized representative of the Company to examine, inspect and copy 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, 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 reasona
- 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.

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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.

- B. 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 of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.
- 15. Notices, Where Sent All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at P. O. Box 2029, Houston, TX 77252-2029.

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LOT BOOK GUARANTEE Issued By Stewart Title Guaranty Company

SCHEDULE A

File No. 21410678 State: ID County: Blaine

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

Name of Assured: Galena Engineering, Inc.

The assurances referred to on the face page hereof are:

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

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

Section 11: A parcel of land within the SE¼SE¼, more particularly described by metes and bounds as follows:

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

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

Also known as Tax Lot 3215

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

Deed Type: Warranty Deed Grantors: Mark S. Harbaugh, an unmarried man Grantees: Robert L. Okada, a single man Recorded Date: May 29, 1997 Instrument: 402315 Click here to view

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

EXCEPTIONS:

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

407 Bald Mountain Rd, Ketchum, ID 83340

 Taxes, including any assessments collected therewith, for the year 2020 for which the first installment is paid, and the second installment is due and payable on or before June 21, 2021.
 Parcel Number: <u>RPK4N170110360</u> Original Amount: \$2,781.76

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

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

 An easement for the purpose shown below and rights incidental thereto as set forth in a document. Granted to: Idaho Power Company Purpose: Public Utilities Recorded: January 4, 1960 Instrument No.: 113479

 Reservations and/or exceptions as contained in a Warranty Deed, executed by Owen Simpson and Josephine Simpson, husband and wife. Recorded: August 23, 1960 Instrument No.: <u>114326</u> Purpose: General Building Restrictions

7. A Deed of Trust to secure an indebtedness in the amount shown below and any other obligations secured thereby: Amount: \$155,236.48 Trustor/Grantor: Robert L. Okada, a single man Trustee: Pioneer Title Company Beneficiary: Wells Fargo Bank NA Dated: April 29, 2016 Recorded: May 5, 2016 Instrument No.: <u>634754</u>

8. A Deed of Trust (Line of Credit Trust Deed) to secure an indebtedness in the amount shown below and any other obligations secured thereby: Amount: \$150,000.00
Trustor/Grantor: Robert L. Okada, a single man
Trustee: Pioneer Title Company
Beneficiary: Consolidated Community Credit Union
Dated: October 24, 2017
Recorded: October 30, 2017
Instrument No.: 647750

> Sun Valley Title By:



Nick Busdon, Authorized Signatory

JUDGMENT AND TAX LIEN GUARANTEE Issued By Stewart Title Guaranty Company

SCHEDULE A

Amount of Liability: \$1,000.00

Fee Amount: \$0.00

Guarantee No.: G-0000768855158

Name of Assured: Galena Engineering, Inc.

Date of Guarantee: April 16, 2021

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

* Federal Tax Liens

* Abstracts of Judgment, or

* Certificates of State Tax Liens

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

The parties referred to in this guarantee are as follows:

Robert L. Okada, a single man

Sun Valley Title By:



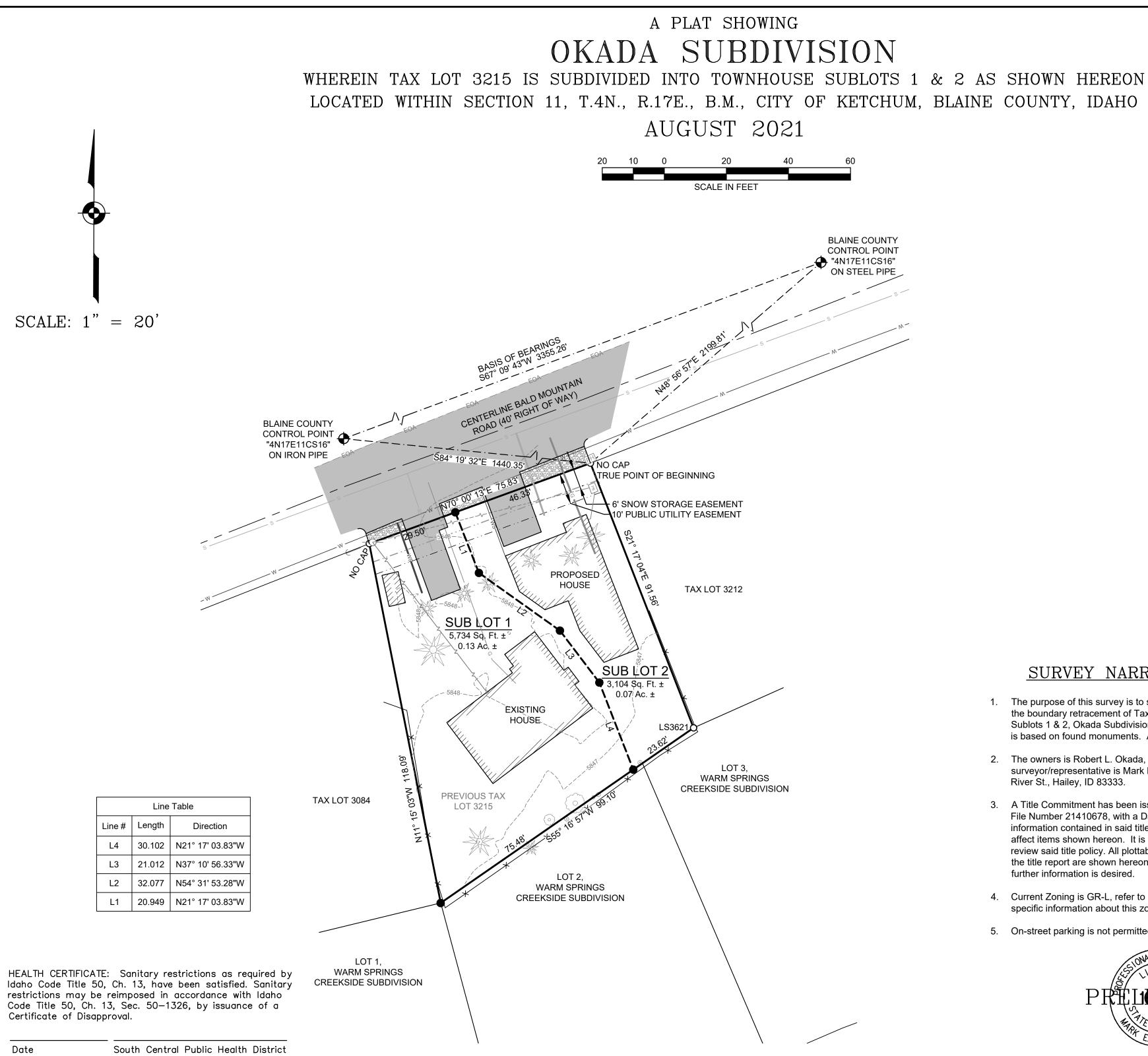
Nick Busdon, Authorized Signatory

File No. 21410678

SCHEDULE B

Exceptions:

NONE



- - - - - - Proposed Property Line — — Centerline --- --- GIS Tie Line — — — EOA— ____ _____ \bigtriangleup \mathbf{A} \bigcirc 0 • -0-→ Guy Wire PH $\{ \circ \}$

<u>LEGEND</u> Property Line Adjoiner's Lot Line 6' Snow Storage Easement - 10' Public Utility Easement Edge of Asphalt Line Existing Water Main Existing Water Service Proposed Water Service Existing Sewer Main Existing Sewer Service Proposed Sewer Service Existing Gas Line Proposed Gas Line ----- Proposed Buried Power Line Proposed Overhead Power Line Proposed Electrical Transformer Found Aluminum Cap Found Brass Cap Found 5/8" Rebar Found 1/2" Rebar Set 5/8" Rebar, P.L.S. 16670 Building Asphalt Gravel 5' Contour Interval 1' Contour Interval Power Pole Telephone Riser Coniferous Tree Deciduous Tree

SURVEY NARRATIVE & NOTES

1. The purpose of this survey is to show the monuments found and set during the boundary retracement of Tax Lot 3215, and to subdivide them into Sublots 1 & 2, Okada Subdivision, as shown hereon. The Boundary shown is based on found monuments. All found monuments have been accepted.

2. The owners is Robert L. Okada, PO Box 6838, Ketchum, ID 83340. The surveyor/representative is Mark E. Phillips, Galena Engineering, Inc., 317 N River St., Hailey, ID 83333.

3. A Title Commitment has been issued by Stewart Title Guaranty Company, File Number 21410678, with a Date of Guarantee of April 16, 2021. Certain information contained in said title policy may not appear on this map or may affect items shown hereon. It is the responsibility of the owner or agent to review said title policy. All plottable encumbrances and easements listed in the title report are shown hereon. Review of specific documents is required, if further information is desired.

4. Current Zoning is GR-L, refer to City of Ketchum Zoning Ordinance for specific information about this zone.

5. On-street parking is not permitted on Bald Mountain Road.



OKADA SUBDIVISION GALENA ENGINEERING, INC. HAILEY, IDAHO SHEET 1 OF 2 Job No. 8012

This	is	to	certify	that	th
prop	ert	y:			

more particularly described as follows:

Tax Lot 3215

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

Robert L. Okada

STATE OF ____ COUNTY OF_____

in this certificate first above written.

CERTIFICATE OF OWNERSHIP

he undersigned is the owner in fee simple of the following described townhouse

A parcel of land located within Section 13, T.4N., R.17E., B.M., City of Ketchum, Blaine County, Idaho,

ACKNOWLEDGMENT

On this _____ day of _____ 20___, before me, a Notary Public in and for said State, personally appeared Sallie Castle, known or identified to me to be the person whose name is

subscribed to the foregoing instrument, and acknowledged to me that he executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year

> Notary Public in and for said State Residing in _____

My Commission Expires _____

SURVEYOR'S CERTIFICATE

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

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

laws of the State of Idaho relating to Plats and Surveys

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

The foregoing plat was approved by _____ on this _____ day of _____, 2021.

Ву: _____

Certified by City Clerk

Ву: _____

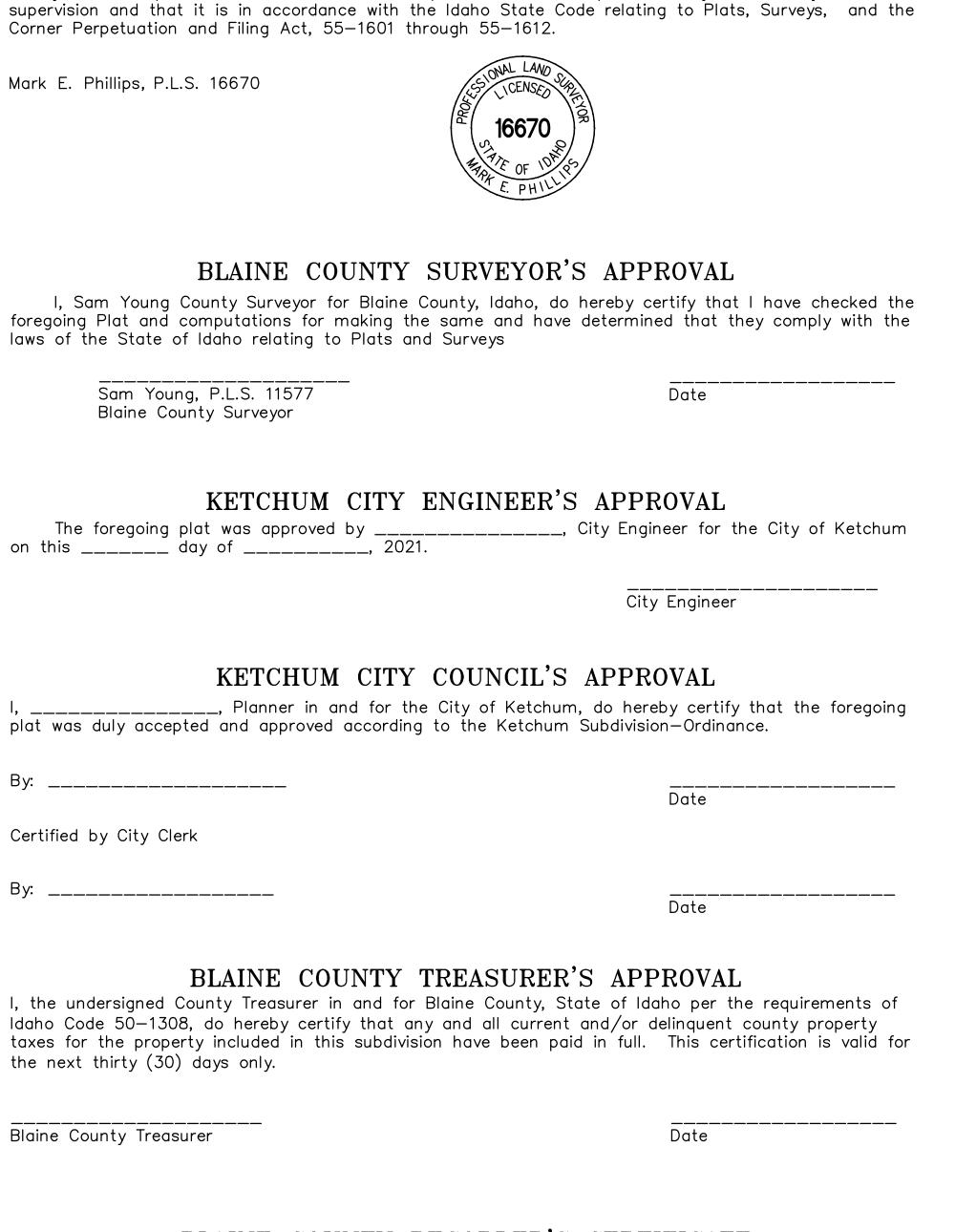
the next thirty (30) days only.

Blaine County Treasurer

DESIGN REVIEW



.4



BLAINE COUNTY RECORDER'S CERTIFICATE

OKADA SUBDIVISION GALENA ENGINEERING, INC. HAILEY, IDAHO SHEET 2 OF 2 Job No. 8012