



City of Ketchum

October 18, 2021

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation To Approve Memorandum of Easement Option 22740

Recommendation and Summary

Staff is recommending the council authorize the Mayor to sign the Memorandum of Easement Option 22740 and adopt the following motion:

I move to approve memorandum of Easement Option 22740

The reasons for the recommendation are as follows:

- With approval and recordation of the Final Plat Maps for Warm Springs Ranch, the lots may be sold.
- The City and Owner of Warm Springs Ranch have negotiated an easement to allow stream restoration on properties in Block 1 adjacent to Warm Spring Creek. This easement will not be recorded unless the Warm Springs Ranch property is owned by the City.
- The proposed Memorandum of Easement Option will be recorded on lots adjacent to Warm Spring Creek to ensure property owners are aware of the future easement that may be recorded on their property.

Background

One of the key objectives related to city purchase of the Warm Springs Ranch is to restore Warm Springs Creek and the riparian zone. If the city is successful in purchasing the property, Warm Springs Creek will flow through public property (the preserve) and private property (Block 1). River restoration would occur on both the private and public portions of Warm Springs Creek.

To facilitate restoration on the private lots on the Creek, (Block 1, Lots 1-13), the city and owner have agreed to record an easement on the properties (Attachment B). However, the easement will not be recorded unless the city purchases the preserve portion of the property. The proposed Memorandum of Easement Option will be recorded on Lots 1-13 in Block 1 to inform future property owners that an easement will be recorded on their property at a future date.

The Memorandum of Easement Option and the approval of the final plat for Block 1 of Warm Springs Ranch are linked. With approval of the final plat, the plat can be recorded, and properties can then be sold. It is important to record the Memorandum of Easement Option with the final plat so the Option is recorded prior to the sale of properties.

Sustainability

The proposed Memorandum of Easement Option will facilitate the restoration of Warm Springs Creek and the riparian zone consistent with the city's goals to preserve and protect the natural environment.

Financial Impact

There is no financial impact resulting from approval of the Memorandum of Easement Option.

Attachments:

- A. Proposed Memorandum of Easement Option 22740
- B. Future Easement Agreement for Block 1 Lots 1-13.

Recording Requested By and When Recorded Mail Tax Statements To:	
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(Space Above Line For Recorder's Use)

MEMORANDUM OF EASEMENT OPTION 22740

THIS MEMORANDUM OF EASEMENT OPTION (Memorandum) is made, executed, and delivered as of _____, 2021, by and between BRENNAN HOLDINGS NO. 300, LLC, (Grantor) a limited liability company duly qualified to do business in the state of Idaho, and CITY OF KETCHUM, IDAHO (Grantee), an Idaho municipal corporation, who agree as follows:

1. Grantor has granted to Grantee a conditional easement ("Easement Option") with respect to the real property described in Exhibit A attached hereto. Grantee is authorized to record this Memorandum in all appropriate recording offices.

2. Grantor has granted this Easement Option pursuant to the terms of the Easement Agreement, between Grantor and Grantee as of August 26, 2021. This Memorandum is prepared for purposes of recordation and notice, and shall in no way alter or affect the rights and obligations of Grantor and Grantee under the Easement Agreement. In the event of any conflict between this Memorandum and the terms of the Easement Agreement, the terms of the Easement Agreement shall prevail.

3. This Memorandum shall bind and inure to the benefit of the Parties and their respective heirs, successors, and assigns.

4. This Memorandum is governed by Idaho law.

In witness whereof, the parties have executed this Memorandum of Option for Easement effective as of the date above written.

GRANTOR:

Dated: _____

Robert M. Brennan, Managing Member
Brennan Holding 300, LLC

GRANTEE:

Dated: _____

Neil Bradshaw, Mayor
City of Ketchum

Attest: _____
Tara Fenwick, City Clerk

STATE OF IDAHO)
) ss.
County of _____)

On this ____ day of _____, 2021, before me _____,
personally appeared Robert M. Brennan, known or identified to me to be the person whose name
is subscribed to the within instrument, on behalf of and as authorized for Brennan Holdings300,
LLC, and acknowledged to me that he/she/they executed the same on its behalf.

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

NOTARY PUBLIC FOR IDAHO

Residing at _____
My Commission Expires _____

STATE OF IDAHO)
) ss.
County of _____)

On this ____ day of _____, 2021, before me _____,
personally appeared Neil Bradshaw, known or identified to me, to be the person whose name is
subscribed to the within instrument as Mayor of the City of Ketchum, and acknowledged to me
that he executed the same as authorized and on behalf of the City of Ketchum.

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

NOTARY PUBLIC FOR IDAHO

Residing at _____
My Commission Expires _____

EXHIBIT A

Warm Springs Ranch Block 1 Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 13.

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

(Space Above For Recorder's Use)

EASEMENT AGREEMENT

Brennan Holdings 300, LLC	Grantor	PO Box 1991, Sun Valley, Idaho 83353
City of Ketchum	Grantee/ City	PO Box 2315, Ketchum, Idaho 83340

This Easement Agreement ("Easement Agreement") is made and entered _____, 2021 by and between Brennan Holdings 300, LLC, ("Grantor"), an Idaho limited liability company, and City of Ketchum ("Grantee" or "City"), an Idaho municipal corporation.

1. Background.

1.1 Grantor Real Property. Grantor is the owner of the real property described on *Exhibit A* as attached ("Grantor Real Property").

1.2 Conditions for Easement. Associated with the development for Grantor Real Property, riparian and environmental repair and maintenance work is to be undertaken on Warm Springs Creek in cooperation with the City and with long-term ongoing maintenance by the City and its agents pursuant to City Council approved riparian restoration plans. The intent of the riparian restoration and maintenance plans is to address existing alterations and impacts to Warm Springs Creek and to seek to restore the creek and riparian area to a more natural state. The restoration work will also seek to restore more natural patterns and mitigation during flood events. The planning for such work shall be done in coordination and with the approval of property owners association which represents the subservient estates to this Easement ("Property Owners Association.")

A limited easement in favor of the City for the area of Warm Springs Creek is necessary to secure access and limited use for the City and its agents for the purposes of restoration,

installation of restoration improvements, and maintenance of restoration of Warm Springs Creek and its riparian area running through Grantor Real Property. The portion of the Grantor Real Property to be granted in easement to the City is described on **Exhibit B** as attached and hereby incorporated (“Easement Real Property”).

This easement is conditional and shall be effective only upon an exercise of that certain Option pursuant to the separate Option Agreement 20610, dated April 28, 2021, between Grantor and Grantee.

1.3 Purpose of Agreement. The purposes of this Easement Agreement are (i) fulfill Grantor’s obligation under paragraphs 13 and 14 of the Development And Rezoning Agreement 20609 dated April 28, 2020 and recorded as Instrument No. 682013, records of Blaine County, Idaho, (“Development Agreement”) (ii) to describe the easement granted to the City, and (iii) to establish the relative rights and obligations of the parties regarding the easement granted under this Agreement.

2. Grant of Easement.

2.1 Grant. Grantor hereby conditionally **GRANTS AND CONVEYS** to the Grantee a nonexclusive easement on the Easement Real Property (“Easement”). This grant shall be conditioned on and effective only upon an exercise of that certain Option pursuant to the separate Option Agreement 20610, dated April 28, 2021, between Grantor and Grantee.

2.2 Purposes of Easement. The Easement is granted for the following limited purposes:

Temporary access, entry, occupancy, and use of the Warm Springs Creek area solely for the purposes to maintain, repair, restore, rehabilitate, construct, install, and improve the riparian environmental conditions of Warm Springs Creek, and solely in accordance with a City approved riparian restorations plan or plans, adopted through applicable public processes under City Code, and also approved by the Property Owners Association, in its sole and absolute discretion and in accordance with the Development Agreement. This includes access and use by motorized vehicles and equipment to the extent necessary for such purposes.

2.3 Restoration and Maintenance. Any proposed restoration plan shall be completed within a defined timeframe and said timeframe shall be integral in the plan proposed to the Property Owners’ Association. If a restoration plan is approved the ongoing maintenance of said approved plan shall be perpetual.

2.4 Covenants and Agreements of the Grantor. The Grantor, on behalf of the Grantor and the Grantor’s heirs, successors, assigns, purchasers, or transferee of any kind, covenants and agrees with the Grantee and the Grantee’s heirs, successors, assigns, purchasers, or transferee of any kind, that the provisions of this Easement Agreement (i) shall run with and bind the Grantor Real Property and Easement Real Property, (ii) shall inure to the benefit of, and be enforceable (at law or in equity) by Grantee and Grantor, and (iii) shall ensure the Easement Real Property be maintained in a generally natural state as a riparian area associated with Warm Springs Creek.

2.5 Covenants and Agreements of the Grantee.

2.5.1 Responsibility and Insurance. Grantee assumes all responsibility and costs with respect to Grantee's access, use, occupancy, and maintenance of the Easement in accordance with the approved restoration plan(s). Grantee will maintain at all times a policy of Comprehensive General Liability insurance in accord with the Grantee's standard and standing insurance policy applicable to the Grantee's Easement usage.

2.5.2 Repair, Maintenance, and Viewsheds. Grantee will maintain Grantee's approved plan for restoration improvements located on the Easement Real Property in good and sufficient repair and shall keep the Easement Real Property in a condition reasonably consistent with best practices for natural riparian restoration.

2.5.3 Participation and Approval of Restoration Plan. Grantee's restoration and maintenance improvements will be undertaken pursuant to a City Council approved stream restoration plan or plans. Public input will be considered pursuant to the processes required for permitting of such plans as required by City Code. The Property Owners Association will be provided reasonable notice of such plan or plans. The plan or plans will be subject to Property Owners Association approval in its sole and absolute discretion and in accordance with the Development Agreement.

3. General Provisions.

3.1 Applicability of Ketchum Municipal Code. Nothing in this Agreement shall be construed to supersede or alter applicable provisions of the Ketchum Municipal Code, such as floodplain regulations and streambank alteration permit requirements. This Agreement does not impose on the parties any additional regulations or stricter standards for such regulatory permit requirements. This Agreement is solely for the purpose of providing for reasonably necessary limited access and use by the City to implement and maintain the City Council approved stream restoration plan(s).

3.2 Remedies.

3.2.1. Notice of Violation; Corrective Action. If either Party determines that a violation of the terms of this Easement has occurred or is threatened, that Party shall give written notice to the other Party of such alleged violation and the basis for determination and demand corrective action sufficient to cure the violation and, where the violation involved a material injury to the Property resulting from any use or activity prohibited by this Easement, to restore the portion of the Property so injured to its prior condition in accordance with a restoration plan. Either Party has the right to dispute such allegation of violation.

3.2.2. Injunctive Relief. If a Party fails to dispute and/or cure the violation within thirty (30) days after receipt of notice thereof from Grantor, or under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fails to begin curing such violation within the thirty (30) day period, or fails to continue diligently to cure such violation until finally cured, the demanding Party may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, ex-

parte as necessary, by temporary or permanent injunction, and to seek specific performance for the restoration of the Property to the condition that existed prior to any such injury.

3.2.3. Damages. Either Party may be entitled to recover damages for violation of the terms of this Easement or material injury to any conservation values protected by this Easement, including, without limitation, damages for the material loss of scenic, aesthetic, or environmental values. Without limiting the other Party's liability therefore, the recovering Party, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property.

3.2.4. Emergency Enforcement. If Grantor, reasonably determines in its sole discretion that emergency circumstances require immediate action to prevent or mitigate significant damage to Grantor's Property, Grantor will take reasonable steps to immediately notify Grantee of the emergency circumstances, and Grantor may immediately pursue its remedies under this Paragraph 3.1 without further notice to Grantee or without waiting for the period provided for cure to expire, and as subject to applicable laws and/or regulations.

3.2.5. Scope of Relief. The Parties rights under this Paragraph 3.1 apply equally in the event of either actual or threatened violations of the terms of this Easement. The Parties agree that remedies at law for any violation of the terms of this Easement may be inadequate and that upon showing such that a claiming Party may be entitled to injunctive relief, both prohibitive and mandatory, in addition to such other relief to which the Party may be entitled, including specific performance of the terms of this Easement. Each Party's remedies described in this Paragraph 3.1 shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

3.3 Attorney Fees and Costs. If a suit, action, or other proceeding arising out of or related to this Easement Agreement is instituted by any party to this Easement Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees, expert witness fees, and costs (i) incurred in any settlement negotiations, (ii) incurred in preparing for, prosecuting or defending any suit, action, or other proceeding, and (iii) incurred in preparing for, prosecuting or defending any appeal of any suit, action, or other proceeding. For the purpose of this section, "attorney fees" shall mean and include (i) attorney fees and (ii) paralegal fees. This section shall survive and remain enforceable notwithstanding any rescission of this Easement Agreement or a determination by a court of competent jurisdiction that all or any portion of the remainder of this Easement Agreement is void, illegal, or against public policy.

3.4 Notice. Notices of either party shall be in writing and either served personally or sent by first-class mail, postage prepaid, return receipt requested or nationally recognized overnight service. Addresses for purpose of giving notice are as designated by written notice to the other party. Notice shall be effective upon delivery.

3.5 Recordation. The Grantee shall record this instrument in the official records of Blaine County, Idaho.

3.6 Governing Law, Jurisdiction, and Venue. This Easement Agreement shall be construed and interpreted in accordance with the laws of the State of Idaho. The parties agree

that the courts of Idaho shall have exclusive jurisdiction and agree that Blaine County is the proper venue.

3.7 Time of the Essence. Time is of the essence with respect to the obligations to be performed under this Easement Agreement.

3.8 Rights Cumulative. Except as expressly provided in this Easement Agreement, and to the extent permitted by law, any remedies described in this Easement Agreement are cumulative and not alternative to any other remedies available at law or in equity.

3.9 Nonwaiver of Remedies. The failure or neglect of a party to enforce any remedy available by reason of the failure of the other party to observe or perform a term or condition set forth in this Easement Agreement shall not constitute a waiver of such term or condition. A waiver by a party (i) shall not affect any term or condition other than the one specified in such waiver, and (ii) shall waive a specified term or condition only for the time and in a manner specifically stated in the waiver.

3.10 Successors and Assigns. This Easement Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns, heirs, personal representatives, purchasers, or transferees of any kind.

3.11 Hold Harmless. To the extent permitted by Idaho law, Grantee hereby releases and agrees to hold harmless, indemnify, and defend Grantor and its members, directors, officers, employees, agents, and the heirs, personal representatives, successors, and assigns of each of them (collectively "Indemnified Parties") from and against any and all liabilities, charges, costs, losses, damages, expenses, causes of action, claims, demands, orders, judgments, or administrative actions, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act or omission of Grantor, unless proximately caused by the negligence, or willful, intentional or bad faith conduct of any of the Indemnified Parties; (2) the violation or alleged violation of, or other failure to comply with, any state, federal, or local law, regulation, or requirement, including, without limitation, CERCLA and any comparable Idaho statute, by Grantee or Grantee's agents or assigns in any way affecting, involving, or relating to the Property; (3) the presence or release in, on, from, or about the Property, at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, caused by Grantee or Grantee's agents or assigns; and (4) the material breach by Grantee of any of the obligations, covenants, representations, and warranties contained in this Easement Agreement.

3.12 Entire Agreement. All Exhibits to this Easement Agreement constitute a part of this Easement Agreement. This Easement Agreement, together with the accompanying Exhibits, constitutes the entire agreement among the parties and supersedes all prior memoranda, correspondence, conversations and negotiations.

4. Signatures.

GRANTOR:

Dated: _____

Robert M. Brennan, Managing Member
Brennan Holding 300, LLC

GRANTEE:

Dated: _____

Neil Bradshaw, Mayor
City of Ketchum

Attest: _____
Tara Fenwick, City Clerk

[illegible]

On this ____ day of _____, 2021, before me _____, personally appeared Robert M. Brennan, known or identified to me to be the person whose name is subscribed to the within instrument, on behalf of and as authorized for Brennan Holdings300, LLC, and acknowledged to me that he/she/they executed the same on its behalf.

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

NOTARY PUBLIC FOR IDAHO

Residing at

My Commission Expires

STATE OF IDAHO)
) ss.
County of _____)

On this ____ day of _____, 2021, before me _____, personally appeared Neil Bradshaw, known or identified to me, to be the person whose name is subscribed to the within instrument as Mayor of the City of Ketchum, and acknowledged to me that he executed the same as authorized and on behalf of the City of Ketchum.

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

NOTARY PUBLIC FOR IDAHO

Residing at

My Commission Expires

EXHIBIT A

Grantor Real Property

EXHIBIT B

Easement Real Property

[Riparian zone along Warm Springs Creek as identified on plat map.]

Block 1 of Large Block 1.

WARM SPRINGS RANCH BLOCK 1
PRELIMINARY PLAT

A SUBDIVISION PLAT WHEREIN:
BLOCK 1, WARM SPRINGS RANCH LARGE BLOCK PLAT IS SUBDIVIDED CREATING
WARM SPRINGS RANCH BLOCKS 1-5, LOTS 1-36 & PARCELS A, B, C, D & E
FEBRUARY 2021

NOTES:

1. ZONING IS GR-L.
2. PRIVATE ROAD #1 WITHIN WARM SPRINGS RANCH LARGE BLOCK PLAT, BLOCK 1, ALONG WITH ALL EASEMENTS WITHIN SAID ROAD ARE HEREBY VACATED.
3. PARCELS A & D ARE PRIVATE ROADS. PARCELS A & D WILL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION. PRIVATE ROADS SHALL MAINTAIN A FREE AND CLEAR WIDTH OF 26 FEET FOR EMERGENCY VEHICLES. A 40-FOOT-WIDE ACCESS AND PUBLIC UTILITY EASEMENT TO BENEFIT WARM SPRINGS RANCH LARGE BLOCK PLAT BLOCKS 2-7 IS GRANTED ON PARCELS A & D AS SHOWN HEREON. A 10-FOOT-WIDE SNOW STORAGE AND UTILITY EASEMENT IS GRANTED ADJACENT TO ALL PRIVATE ROAD PARCELS. NO PUBLIC PARKING IS PERMITTED IN PARCELS A & D.
4. PARCELS B & C ARE COMMON AREA OPEN SPACE AND SHALL BE MAINTAINED BY THE H.O.A. SNOW STORAGE IS GRANTED WITHIN ALL OF PARCELS B & C.
5. THE ACCESS AND PUBLIC UTILITY EASEMENT BENEFITING THE COUNTRY CLUB TOWNHOMES AND WARM SPRINGS TOWNHOUSE CONDOMINIUMS KNOWN AS TOWNHOUSE LANE IS RELOCATED WITHIN PARCEL A AS SHOWN HEREON.
6. BASIS OF BEARINGS IS IDAHO STATE PLANE COORDINATE SYSTEM, NAD83, CENTRAL ZONE AS DERIVED BY GPS OBSERVATIONS.
7. THE RED AND BLUE AVALANCHE ZONES ARE PER ARTHUR MEARS SITE SPECIFIC AVALANCHE HAZARD AND MAPPING ANALYSIS, APRIL 2001.
8. A 10' FISHERMAN'S AND NATURE STUDY EASEMENT IS GRANTED ALONG THE BANKS OF WARM SPRINGS CREEK. LOCATION OF SAID EASEMENT SHALL SHIFT IN ACCORDANCE WITH THE LOCATION OF THE MEAN HIGH WATER MARK.
9. A 25' SCENIC EASEMENT AND RIPARIAN SETBACK EASEMENT IS GRANTED ALONG THE NORTH BANK OF WARM SPRINGS CREEK AS SHOWN HEREON. LOCATION OF SAID EASEMENT SHALL SHIFT IN ACCORDANCE WITH THE LOCATION OF THE MEAN HIGH WATER MARK.
10. FLOODPLAIN: THE 1% CHANCE OF FLOOD LINE (FP), AS DESIGNATED ON THIS MAP IS CONSIDERED REASONABLE FOR REGULATORY PURPOSES. HOWEVER, BENCHMARK ASSOCIATES DOES NOT REPRESENT, GUARANTEE, WARRANT NOR IMPLY THAT AREAS OUTSIDE OF THE DESIGNATED FLOOD PLAIN AREA ARE SAFE AND FREE FROM FLOODS OR FLOOD DANGER. FLOOD INFORMATION IS BASED ON THE FLOOD INSURANCE STUDY FOR: BLAINE COUNTY, IDAHO, UNINCORPORATED AREAS) COMMUNITY NUMBER 165167 - PANEL NO. 0434 E - NOVEMBER 26, 2010.
11. ORDINARY HIGH WATER DELINEATION PER SAWTOOTH ENVIRONMENTAL CONSULTING, LLC, JUNE 2020. PERMITS MAY BE REQUIRED FROM LOCAL, STATE OR FEDERAL AGENCIES PRIOR TO CONSTRUCTION, EXCAVATION OR FILL ACTIVITIES.
12. LOTS 15 & 16 SHALL BE ACCESSED FROM MOUNTAIN CREEK DRIVE.
13. LOTS 33-36 SHALL BE ACCESSED FROM BALD MT. ROAD.
14. PARCEL D IS DEDICATED AS A PUBLIC PEDESTRIAN EASEMENT FOR ACCESS TO THE 10' FISHERMAN'S AND NATURE STUDY EASEMENT.
15. ANY CONSTRUCTION IN THE AVALANCHE OVERLAY ZONE ON LOTS 8-12 SHALL MEET THE REQUIREMENTS OF KETCHUM ZONING CODE 17.92, AS MAY BE AMENDED.
16. ANY DEVELOPMENT WITHIN THE REGULATORY FLOODPLAIN (AS MAYBE AMENDED) SHALL OBTAIN A FLOODPLAIN DEVELOPMENT PERMIT AND COMPLY WITH THE REQUIREMENTS IN KETCHUM ZONING CODE 17.88, AS MAY BE AMENDED.
17. FLOODPLAIN LINES, ORDINARY HIGH WATER AND SETBACKS ARE SUBJECT TO CHANGE WITH UPDATED FLOOD STUDIES BY FEMA AND CHANGES IN THE COURSE OF THE CREEK OVER TIME. THIS PLAT REFLECTS THE CURRENT CONDITIONS BUT SHOULD NOT BE RELIED UPON AS THE DEFINITIVE SOURCE FOR THIS INFORMATION.
18. REFER TO THE WARM SPRINGS RANCH REZONE AND DEVELOPMENT AGREEMENT RECORDED AS INSTRUMENT NO. _____ RECORDS OF BLAINE COUNTY, IDAHO.
19. DESIGN REVIEW IS REQUIRED FOR NEW DEVELOPMENT ON LOTS 33, 34, 35 & 36.
20. THE RIPARIAN ZONE IDENTIFIED IN BLOCK 1 SHALL BE DESIGNATED AS AN EASEMENT GOVERNED AND MANAGED BY AN OWNERS ASSOCIATION (HOA) TO ENSURE FUTURE MODIFICATIONS TO THE RIPARIAN ZONE AND THE STREAM BANK DO NOT OCCUR INDIVIDUALLY BUT OCCUR IN A COMPREHENSIVE COORDINATED APPROACH. PRIOR TO ANY MODIFICATION TO THE RIPARIAN ZONE OR STREAM BANK, AN OVERALL PLAN MUST BE DEVELOPED AND APPROVED BY KETCHUM. KETCHUM WILL NOT UNREASONABLY WITHHOLD, CONDITION, OR DELAY APPROVAL OF SUCH PLAN. ANY RIPARIAN AND STREAM BANK ALTERATIONS MUST CONFORM TO THE APPROVED PLAN.
21. A BUS STOP SHELTER EASEMENT IS GRANTED WITHIN PARCEL B TO BENEFIT MOUNTAIN RIDES AS SHOWN HEREON. THE BUS SHELTER SHALL BE MAINTAINED BY MOUNTAIN RIDES.
22. SHEET FLOODING CAN AND WILL OCCUR ON THE PROPERTY SHOWN HEREON, AND FLOODING MAY EXTEND BEYOND THE FLOODWAY AND FLOODPLAIN BOUNDARY LINES IDENTIFIED.
23. THE DECLARATION ESTABLISHING COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE WARM SPRINGS RANCH SUBDIVISION HOMEOWNERS ASSOCIATION IS RECORDED UNDER INST. NO. _____.
24. RESIDENCES SHALL BE LIMITED TO SINGLE-FAMILY DWELLINGS ONLY. A TOTAL OF 36 DWELLING UNITS IS PERMITTED.
25. THE 25' RIPARIAN AREA SHALL BE MANAGED BY THE HOA ACCORDING TO A PLAN APPROVED BY THE CITY OF KETCHUM. ANY RIPARIAN OR STREAM BANK ALTERATIONS MUST CONFORM TO THE APPROVED PLAN.
26. THE USE OF CHEMICALS, FERTILIZERS, PESTICIDES, HERBICIDES, ETC. IS SUBJECT TO THE RESTRICTIONS IN KETCHUM MUNICIPAL CODE 17.88.040.C.3-6, AS MAY BE AMENDED.

P1
PRELIMINARY PLAT

WARM SPRINGS RANCH BLOCK 1

LOCATED WITHIN
SECTION 12, TOWNSHIP 4 NORTH, RANGE 17 EAST, B.M.,
CITY OF KETCHUM, IDAHO

PREPARED FOR : BRENNAN HOLDINGS, LLC.



PROJECT NO. 20071 DWG BY: ROB CRD: 20071.CRD 20071 PRE-PLAT.DWG
A PRELIMINARY PLAT DATE: 2/12/2021 SHEET: 1 OF 2

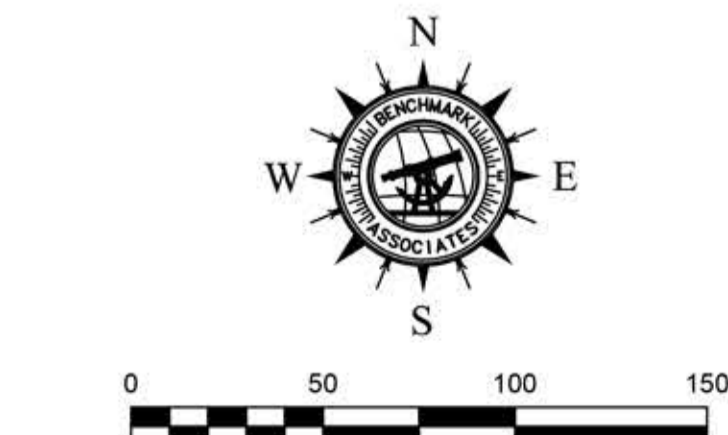
ACCESS EASEMENT TO
BENEFIT BALD MOUNTAIN
TOWNHOMES, GRANTED
HEREON

BALD MTN ROAD

TL 7833

WARM SPRINGS RANCH
BLOCK 2

WARM SPRINGS RANCH
BLOCK 6



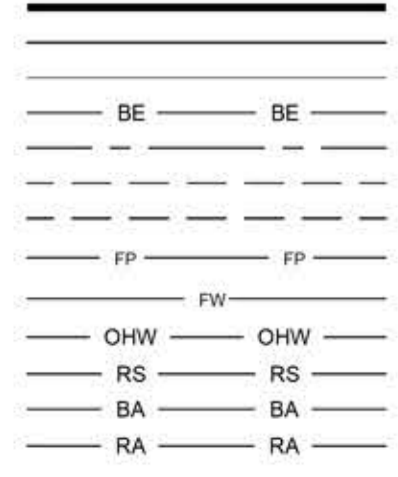
HEALTH CERTIFICATE

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

PREPARED BY:
BENCHMARK ASSOCIATES, P.A.
P.O. BOX 733 - 100 BELL DRIVE, KETCHUM, IDAHO, 83340
PHONE (208)726-9512 FAX (208)726-9514
WEB: <http://benchmark-associates.com/>
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LEGEND



PARCEL / BLOCK BOUNDARY
LOT BOUNDARY
ADJOINING PROPERTY LINES
BUILDING ENVELOPE
CENTERLINE ROAD R.O.W.
EASEMENT LINE - TYPE & WIDTH AS SHOWN
EDGE PAVEMENT
1% ANNUAL CHANCE FLOOD LINE - PER FEMA 2010
FLOODWAY - PER FEMA 2010
ORDINARY HIGH WATER (SEE NOTE 9)
25' RIPARIAN SETBACK FROM OHW
BLUE AVALANCHE LINE(SEE NOTE 5)
RED AVALANCHE LINE (SEE NOTE 5)
1 FT CONTOURS
5 FT CONTOURS
WARM SPRINGS CREEK
LOT NUMBERS

#