



## City of Ketchum

October 18, 2021

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

**Recommendation to approve Easement Agreement 22737 for the purpose of public access for ingress and egress along the front property line of 209 Garnet Street.**

Recommendation and Summary

Staff is recommending Council approve the attached Easement Agreement and adopt the following motion:

“I move to authorize the Mayor to sign Easement Agreement 22737 with Brad and Merritt McCoy.”

The reasons for the recommendation are as follows:

- To provide access for the public along Garnet Street as described in the Easement Agreement
- To allow snow removal by the City to occur on Garnet Street

Introduction and History

A Building Permit request was received for an addition of a bedroom to the building located at 209 Garnet Street.

The section of Garnet Street along the front property line of 209 Garnet Street currently has no easements allowing for legal access by the public or the City. The City is required to maintain roads to allow access for both the public and emergency services. Residents who live further down Garnet Street currently do not have access along Garnet Street to get to their properties.

The agreement is intended to allow for the legal use of Garnet Street by both the public and the City.

Analysis

The proposed easement will allow access for the public and city operations along the section of Garnet Street described in Easement Agreement 22737.

Financial Impact

There is no financial impact resulting from approval of this easement agreement.

Attachments:

Easement Agreement 22737

Recording Requested By and  
When Recorded Return to:

City of Ketchum  
P.O. Box 2315  
480 East Ave. N.  
Ketchum, ID 83340

For Recording Purposes Do  
Not Write Above This Line

22737  
EASEMENT AGREEMENT 20732

This Easement Agreement ("Agreement") is entered into this 6<sup>TH</sup> day of OCTOBER, 2021, between the City of Ketchum, Blaine County, Idaho ("City"), whose address is 480 East Ave. N., Ketchum, ID 83340 and Brad and Merritt Dawn McCoy ("Grantor").

WHEREAS, the City is empowered by Idaho Code § 50-314 to regulate and control all encroachments upon and into all sidewalks, streets, avenues and alleys within its corporate boundaries; and

WHEREAS, the City is empowered by Idaho Code §§67-6501 *et seq.* and Titles 15 and 17 of the Ketchum City Code to regulate the zoning and construction of structures within the City; and

WHEREAS, the City has received a development application by Grantor for the construction of an addition to a building located at 209 Garnet Street; and

WHEREAS, there is no right of way dedication and access to the project site from dedicated right of way and in order to approve the proposed addition to the structure, the Grantor has agreed to dedicate a portion of the property at 209 Garnet Street (**Exhibit A**) for the purpose of public access for ingress and egress and the installation, operation, repair and maintenance of underground utility lines and mains; and

WHEREAS, the parties hereby agree to enter into the easement agreement to grant the City a 15 foot wide unobstructed easement beginning at the front property line and extending for the length of the Grantor's property, as depicted in **Exhibit B**, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

1. Grant. Grantor hereby grants and conveys without warranty unto the City, its heirs, successors and assigns, subject to the terms and conditions herein contained, a non-exclusive unobstructed public right of way access easement upon Grantor's property, as depicted in **Exhibit**

**B** attached hereto and incorporated herein by this reference, for the purpose of public access for ingress and egress, and the installation, operation, repair and maintenance of underground utility lines and mains. Grantors may not relocate the Easement Premises without the prior written consent of the City.

2. Conditions of Use.

a. Public access for ingress and egress upon, over and under the Easement Premises; and

b. Installation, operation, repair and maintenance of underground utility lines and mains thereon, together with the right to install, operate and maintain gas and water mains, sewer lines, culverts and drainage ditches, and other services and appurtenances thereto, and together with the right to repair and maintain a roadway including asphalt paving on appropriate base; and

c. Snow storage and drainage; and

c. No improvements, fencing, landscaping or other features shall be placed in the Easement. The Easement shall remain unobstructed. The existing non-conforming garage located in the easement is permitted to remain. Any addition to the garage shall occur outside the easement area. If the garage is demolished or substantially remodeled, the replacement building shall be located outside of the easement.

3. Termination of Easement. This easement will be terminated at such time as the City has determined such easement is no longer necessary for public access for ingress and egress and the installation, operation, repair and maintenance of underground utility lines and mains.

4. Binding Effect. The terms of this Agreement shall be a covenant binding and effective upon all parties, and shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns.

5. Recording. This Agreement shall be recorded with the Blaine County Recorder by the City.

6. Remedies. If either party shall fail to perform such party's obligations under the easement described herein for any reason, the other party may pursue any and all remedies at law or equity; provided, however, that the parties affected by any such failures agree to meet and confer to attempt to mediate a settlement in good faith prior to initiating litigation.

7. Attorneys' Fees. In the event either party initiates or defends any legal action or proceeding in any way connected with this easement, the prevailing party in any such action or proceeding shall be entitled to recover from the losing party its reasonable costs and attorney's fees.

8. Governing Law. This Agreement shall be governed by the laws and decisions of the State of Idaho.

IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed on the date indicated below.

By: 

Brad McCoy

By: 

Merritt Dawn McCoy

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

Neil Bradshaw, Mayor

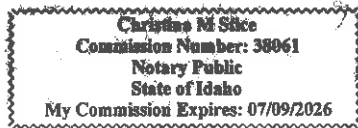
ATTEST:

\_\_\_\_\_  
Tara Fenwick, City Clerk

STATE OF IDAHO,                    )  
  ) ss.  
County of Blaine.                    )

On this 6<sup>th</sup> day of October, 2021, before me, the undersigned Notary Public in and for said State, personally appeared Brad McCoy, known to me to be the person who executed 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 first above written.

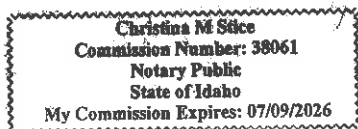


Christina M Stice  
Notary Public for Idaho  
Residing at Hailey  
Commission expires 07-09-2026

STATE OF IDAHO,                    )  
  ) ss.  
County of Blaine.                    )

On this 6<sup>th</sup> day of October, 2021, before me, the undersigned Notary Public in and for said State, personally appeared Merritt Dawn McCoy, known to me to be the person who executed 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 first above written.



Christina M Stice  
Notary Public for Idaho  
Residing at Hailey  
Commission expires 07-09-2026

STATE OF IDAHO    )  
                                      ) ss.  
County of Blaine    )

On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned Notary Public in and for said State, personally appeared NEIL BRADSHAW, known or identified to me to be the Mayor of the CITY OF KETCHUM, IDAHO, and the person who executed the foregoing instrument on behalf of said municipal corporation and acknowledged to me that said municipal corporation executed the same.

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

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
Residing at \_\_\_\_\_  
Commission expires \_\_\_\_\_

## EXHIBIT A

### LEGAL DESCRIPTION FOR THE MCCOY PROPERTY

Township 4 North, range 18 East, Boise Meridian, Blaine County, Idaho

Section 18: A parcel of land located within the SE1/4SW1/4, more particularly described as follows:

COMMENCING at the West one-sixteenth corner to Section 18 and 19, Township 4 North, Range 18 E., B.M., being a brass cap by O.T. Hansen and proceeding North 00°52'00" West 165 feet; thence North 89°08'00" East, 396.00 feet to a 5/8" rebar, P.L.S. 9561 and the POINT OF BEGINNING; thence North 00°46'12" West, 82.15 feet to a 1/2" rebar; thence North 89°08'00" East, 65.54 feet to a 5/8" rebar, P.L.S. 9561; thence South 25°38'32" East, 74.10 feet to a 5/8" rebar, P.L.S. 9561; thence North 89°02'53" West, 4.01 feet to a 5/8" rebar, P.L.S. 9561; thence South 26°45'03 East, 16.67 feet to a 5/8" rebar, P.L.S. 9561; thence South 89°08'00" West, 100.00 feet to the POINT OF BEGINNING.

Also known as TL 8095

## EXHIBIT B

### *GALENA ENGINEERING, INC.*

*CIVIL ENGINEERING & LAND SURVEYING*

#### **Legal Description for a 15' Easement**

**Section 18, Township 4 North, Range 18 East  
Boise Meridian, City of Ketchum, Blaine County, Idaho**

A legal description for a parcel of land located within Tax Lot 8095, Section 18, Township 4 North, Range 18 East, B.M., City of Ketchum, Blaine County, Idaho, and being more particularly described as follows:

Commencing at a Brass Cap on 2 1/2" Galvanized Pipe, marking the Northeast Corner of Section 24, also known as Blaine County GIS control point "4N17E24NE", from which the west one-sixteenth (W1/16) corner common to Section 18 and Section 19, Township 4 North, Range 18 East, marked by a Brass Cap on Iron Pipe, lies N89°09'26"E, 1381.55 feet distant; Thence proceeding N84°31'41"E, 2047.92 feet, to a 5/8" Rebar by LS9561 marking the southwest corner of Tax Lot 8095, and said point being the TRUE POINT OF BEGINNING:

Thence N00°46'12"W, 15.00 feet to a found 1/2" Rebar;  
Thence N89°07'60"E, 92.70 feet to a 5/8" Rebar by LS9561;  
Thence S26°45'03"E, 16.67 feet to a 5/8" Rebar by LS9561;

Thence S89°08'00"W, 100.00 feet to the TRUE POINT OF BEGINNING, containing 1,445 Sq. Ft. (0.03 Ac.) more or less, as determined by computer methods.



317 N. RIVER STREET • HAILEY, IDAHO • TELEPHONE (208) 788-1705 • FAX (208) 788-4612