



City of Ketchum
Planning & Building

STAFF REPORT
KETCHUM PLANNING AND ZONING COMMISSION
SPECIAL MEETING OF MAY 19, 2020

PROJECT: Leone/Goldman Lot Line Shift

FILE NUMBER: P20-029

OWNER: Douglas M. Leone, Leone Trustees (425 N. Bigwood Dr.) and Andrew and Lisa Goldman, Trustees (115 Griffin Ct.)

APPLICANT: Douglas M. and Patricia Perkins Leone and Andrew and Lisa G. Goldman

REPRESENTATIVE: Bruce Smith, Alpine Enterprises Inc.

REQUEST: Readjustment of lot lines, building envelope amendment for 425 N. Bigwood Drive, and waiver for building envelope encroachment into area of 25% slope

LOCATION: 425 N. Bigwood Drive (BIGWOOD SUB #2-3 LOT 14 BLK 3) and 115 Griffin Court (BIGWOOD SUB #2-3 AM LOT 12AA BLK 3)

ZONING: Short Term Occupancy - One Acre District (STO-1)

OVERLAY: None

NOTICE: Public hearing was held with the Planning and Zoning Commission on May 19, 2020; Notice was mailed to properties within a 300 ft radius of the subject property and all political subdivisions on April 29th, 2020. Notice was published in the April 29th, 2020 edition of the Idaho Mountain Express.

REVIEWER: Brittany Skelton, Senior Planner

ATTACHMENTS:

- A. City department comments
- B. Applicant submittal package
- C. Draft Findings of Fact, Conclusions of Law, and Decision

EXECUTIVE SUMMARY

The subject properties, 425 N. Bigwood Drive (Lot 14) and 115 Griffin Court (Lot 12AA), are in Bigwood Subdivision (Blocks 2 & 3 plat) and were originally platted in 1986. Both properties are developed with single-family homes.

The Lot Line Shift application includes two proposals that are necessary to accommodate a proposed addition to the existing residence located at 425 N. Bigwood:

- 1) Move a portion of the shared lot line (boundary line) between the parcels eastward, which would enlarge 425 N. Bigwood Dr. by 4,108 square feet and reduce 115 Griffin Court by the same. Moving the lot line eastward is necessary to meet the side setback required by the zoning code.
- 2) Amend the Building Envelope for 425 N. Bigwood by expanding it to the east and north in order to accommodate the footprint of a proposed 2,398 square foot addition to the existing single-family residence. The proposed addition will be partially burrowed into the hillside.

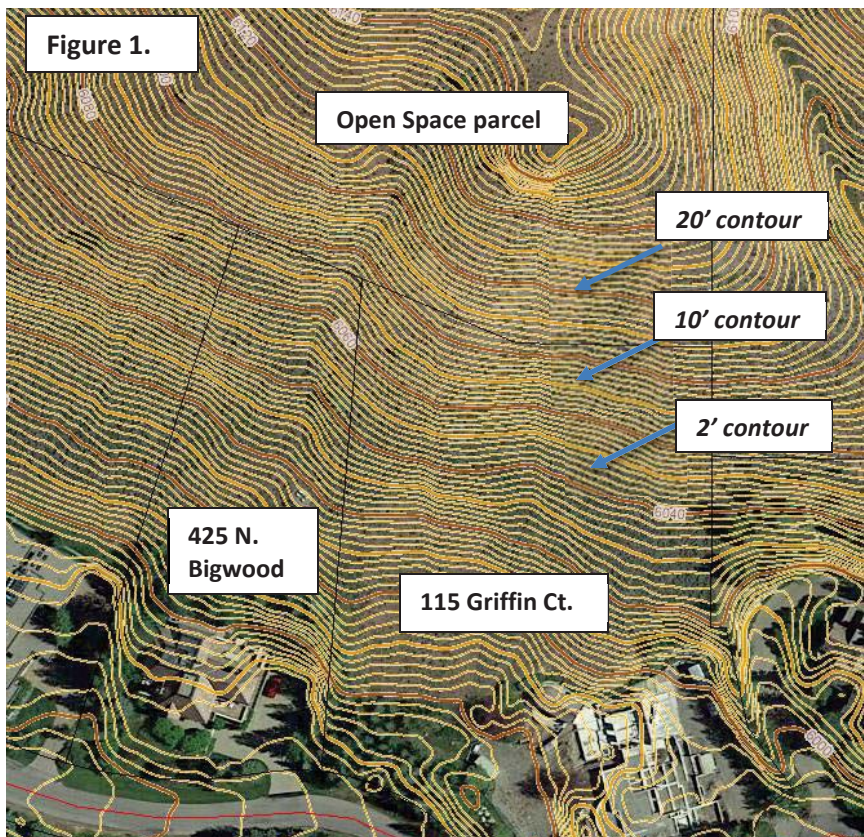
The enlargement of the building envelope to the north would encroach an additional 911 square feet into an area of greater than 25% slope; the building envelope was amended in 1990 and the existing encroachment into area exceeding 25% slope was approved, presumably through a waiver, at that time (more detail below).

The proposed building envelope is the minimum necessary to accommodate the proposed addition, which is currently being designed by Willams Partners Architects. Design plans are attached to the staff report.

The addition is proposed to be partially tucked into the sloped portion of the site, rather than built on top of the existing grade, which is in keeping with the form of the existing residence and minimizes visual impact of the addition.

Both lots abut a hillside open-space parcel owned by the Homeowner's Association and the rear portions of both lots are steeply sloped and undeveloped. When the Bigwood Subdivision was platted the approximate location of slopes exceeding 25% was indicated and plat note #5 stated "The building envelope for each lot...shall not encroach into any area with a slope greater than 25 percent," and note #6 stated the exact location of the 25% slope was to be field determined prior to issuing a building permit. The front and side setbacks were also required to be greater than typical for the zoning district.

In 1990 425 N. Bigwood applied for an received Lot Line Shift approval (LLS90-030) to amend the building envelope; the envelope was



enlarged to reduce the side setbacks from 20' to 15' and the building envelope was permitted a partial encroachment into an area of 25% or greater slope. The application materials and Findings of Fact associated with permit LLS90-030 are missing but a city database reflects "waiver request approved". A waiver has been required for building envelopes to encroach into areas of 25% or greater slope since 1979 (Ord. 316, 1979) presumably waiver referenced in the city database was to allow the encroachment into a steeply sloped area. The residence was constructed in 1994 and an addition was constructed in 2006.

Both parcels are zoned Short Term Occupancy – 1 Acre (STO-1), a legacy zoning district reflecting a (1) acre minimum lot size and an early version of short term rental regulations that have since been repealed from the city's zoning code. Despite multiple parcels within Bigwood Subdivision containing steeply sloped sites, no parcels within the subdivision are included in the Mountain Overlay zoning district. Some parcels have had site-specific avalanche studies completed, but the subdivision and the subject parcels are not within the city's Avalanche Overlay zoning district. Therefore, the review required for this proposal consists of the Lot Line Shift proposal with waiver request.

Both parcels will meet zoning code dimensional standards upon approval of the Lot Line Shift request. Recommended conditions of approval #1 and #2 note that the existing non-conforming exterior lighting fixtures are required to be brought into conformance prior to recording the Final Plat and that the Final Plat shall be recorded prior to issuance of a Building Permit for the proposed addition.

ANALYSIS

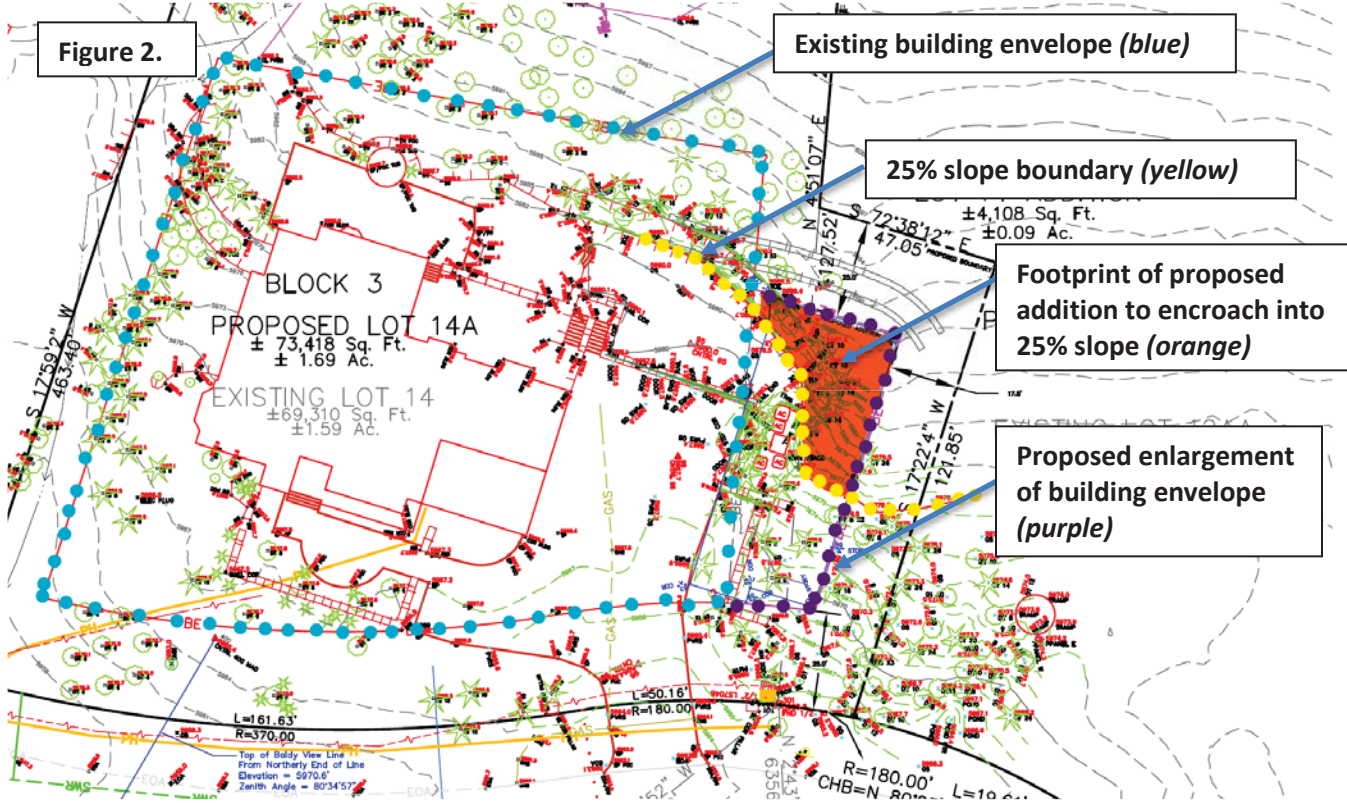


Figure 2., an excerpt of the Preliminary Plat prepared by Alpine Enterprises Inc. and annotated by staff, highlights the existing building envelope, the proposed enlargement of the building envelope, the 25% slope boundary, and the footprint of the proposed addition that would encroach into the 25% sloped area if approved.

A survey of existing site conditions, a full resolution copy of the Preliminary Plat, and detailed site plans, landscaping plans, and architectural plans (including sections, elevations, and renderings) of the proposed addition are attached to this staff report so that the Commission may evaluate the building envelope amendment proposal and request for additional encroachment into the 25% slope in context.

The subdivision ordinance states that building envelopes shall be located in areas of 25% slope or less but includes a specific allowance for property owners to request a waiver from this standard to accommodate small, isolated areas of 25% within a building envelope (§16.05.050.F.2). The Commission's role is to evaluate the waiver request against the purposes of the subdivision ordinance and the intent of the mountain overlay design district. Note: the properties are not located in the mountain overlay district but the staff analysis in **Table 1** nevertheless evaluates the proposal against mountain overlay purpose and intent.

Detailed findings for Preliminary Plat subdivision standards, the building envelope waiver, and waiver standards are contained in Attachment C, Findings of Fact, Conclusions of Law, and Decision.

All city departments have reviewed the proposal and have no substantive concerns or comments. The city engineer requests one minor labeling change to the Preliminary Plat and has noted that removal of trees from the city Right of Way is required in order to conform with the residential right of way standards. City department comments are contained in Attachment A.

The city received one inquiry about the proposal and upon explanation of the proposal the party had no concerns or comments.

STAFF RECOMMENDATION

After holding a public hearing and considering public comment, staff recommends approval of the requests to move to lot line eastward, to amend the building envelope, and to allow the building envelope to encroach into the area of 25% slope as proposed.

Staff recommends adopting the Findings of Fact and Conclusions of Law as drafted and with any amendments desired by the Commission.

Table. 1: Building Envelope Standards

16.04.040.F			
Compliant			Standards and Findings
Yes	No	N/A	City Code
			City Standards and Findings
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>16.04.040.F.2</p>
			<p>2. Whenever a proposed subdivision contains lot(s), in whole or in part, within the floodplain, or which contains land with a slope in excess of twenty five percent (25%), based upon natural contours, or creates corner lots at the intersection of two (2) or more streets, building envelopes shall be shown for the lot(s) so affected on the preliminary and final plats.</p> <p>The building envelopes shall be located in a manner designed to promote harmonious development of structures, minimize congestion of structures, and provide open space and solar access for each lot and structure. Also, building envelopes shall be located to promote access to the lots and maintenance of public utilities, to minimize cut and fill for roads and building foundations, and minimize adverse impact upon environment, watercourses and topographical features.</p> <p>Structures may only be built on buildable lots. Lots shall only be created that meet the definition of "lot, buildable" in section 16.04.020 of this chapter.</p> <p>Building envelopes shall be established outside of hillsides of twenty five percent (25%) and greater and outside of the floodway. A waiver to this standard may only be considered for the following:</p>
			<p>Findings</p> <p>Both existing lots contain slopes exceeding 25% and have had platted building envelopes since the original platting of the subdivision as is required by the first portion of this standard.</p> <p>The existing building envelope, including the existing encroachment into an area of 25% or greater slope, facilitated harmonious development of the existing residence: the residence is located on the flattest portion of the lot, closest to the street. This siting of the residence maximizes the upslope open space of the parcel and minimized cut and fill needed for the foundation. Impact to the topography of the site has also been minimized by the placement of the existing structure.</p> <p>In 1990 the building envelope for Lot 14 was amended by a previous property owner to allow partial encroachment into an area containing slopes in excess of 25%. The property owners of 425 N. Bigwood are now requesting a minor expansion (relative to the size of the existing structure and proposed addition) of the encroachment into the 25% sloped area subject to 16.04.040.F.2.b below; see below for more detail.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>16.04.040.F.2.a</p>
			<p>a. For lot line shifts of parcels that are entirely within slopes of twenty five percent (25%) or greater to create a reasonable building envelope, and mountain overlay design review standards and all other city requirements are met.</p>

			Findings	N/A. The subject property is not eligible for, or seeking, this waiver.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.F.2.b	b. For small, isolated pockets of twenty five percent (25%) or greater that are found to be in compliance with the purposes and standards of the mountain overlay district and this section.
			Findings	<p>The proposed building envelope amendment is to accommodate 911 square feet of the proposed 2,398 square foot addition. The existing residence is harmoniously integrated into the site, with the existing garage and an existing storage area partially buried into the slope of the hillside.</p> <p>Included with the waiver request are design drawings for the proposed addition, including the site plan and landscaping plans. The proposed addition will be integrated into the site topography with the roof of the addition covered by earth and landscaped.</p> <p>The proposed building envelope amendment allows the expansion of the existing residence to occur by integrating the addition deeper into the site rather than expanding the mass of the building laterally/horizontally.</p> <p>Although the site is not located within the Mountain Overlay district, the proposed envelope amendment meets the standards of Mountain Overlay Design Review because visual impact is mitigated.</p> <p>Key purposes of the Mountain Overlay district are to ensure preservation of hills, ridges, ridgelines and their natural features which are visible from the valley floor from obstruction by development; to direct building away from the higher elevations; and to assure the property owner is not deprived of economically viable use of his/her property. The design of the proposed addition accomplishes the first two purposes referenced which facilitates the latter purpose.</p>

Table 2: Waiver Standards

16.04.130.A and 16.04.130.B				
Compliant			Standards and Findings	
Yes	No	N/A	City Code	City Standards and Findings
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.130.A	A. General Requirements: Waiver of any of the requirements of this chapter may be granted by the council on a case by case basis upon the recommendation of the commission. Application for such waiver(s) must be in writing and must show that there are special physical characteristics or conditions affecting the property in question where literal enforcement of this chapter would result in undue hardship not the result of actions by the subdivider, and that the waiver would not be detrimental to the public welfare, health and safety, nor injurious to property owners in the immediate area.

			Findings	<p>The applicant has made request for the waiver in writing. See narrative from Brenda Moczygemba, Williams Partners Architects, dated April 13, 2020.</p> <p>The waiver request is not detrimental to the public welfare, health or safety and is not injurious to property owners in the immediate area; the adjacent property owner to the east is co-applicant because the proposal also includes an adjustment of the property line shared by the two parcels.</p> <p>The waiver is being requested because the majority of the subject property contains slope of 25% or greater. The rear 300' of depth of the lot is unbuildable due to the city's hillside protection standards and as a result the property owners have only the flattest portion of the site, which is closest to the street, to utilize. The existing residence was constructed to respect the original 25' setback imposed by the building envelope, which is more restrictive than the usual 15' front setback required in the STO-1 zone. The proposed addition is harmonious with the existing structure and in order to accomplish keeping the addition and existing residence in a similar street-facing plane (rather than the addition projecting further toward the street) the addition is designed to burrow into the hillside to the rear.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.130.B	<p>B. Application For Waiver: Applications shall be made to the administrator in writing at the time of subdivision application. Such waiver, together with such related data and maps as are necessary to fully illustrate the relief sought, shall be filed at that time. Such application shall be processed and considered with the preliminary plat application.</p>
			Findings	<p>A detailed application package, including a site survey, site plans, landscaping plans, and architectural plans indicating the existing and proposed structure were submitted concurrently with the Preliminary Plat application.</p>

STAFF RECOMMENDATION

Staff recommends approval of the requests to move to lot line eastward, amend the building envelope, and to allow the building envelope to encroach into the area of 25% slope as proposed.

Staff recommends adopting the Findings of Fact and Conclusions of Law as drafted and with any amendments desired by the Commission.

RECOMMENDED MOTION

"I MOVE to recommend approval of the Leone/Goldman Lot Line Shift and building envelope amendment and waiver request for 425 N. Bigwood to City Council with conditions 1-7 and to approve the Commission Chair to sign the draft Findings of Fact, Conclusions of Law, and Decision."

RECOMMENDED CONDITIONS

1. In accordance with Ketchum Municipal Code 17.132.010.C.1, existing non-compliant exterior lighting fixtures shall be brought into conformance with the Dark Sky ordinance prior to recordation of the Final Plat;
2. The Final Plat shall be recorded prior to issuance of a Building Permit for the proposed addition;
3. All requirements of the Fire, Utility, Building, Planning and Engineering and Streets departments of the City of Ketchum shall be met as indicated in the City Department Comments table;

4. The recorded plat shall show a minimum of two Blaine County Survey Control Monuments with ties to the property and an inverse between the two monuments. The Survey Control Monuments shall be clearly identified on the face of the map;
5. An electronic CAD file shall be submitted to the City of Ketchum prior to final plat signature by the City Clerk. The electronic CAD file shall be submitted to the Blaine County Recorder's office concurrent with the recording of the Plat containing the following minimum data:
 - a. Line work delineating all parcels and roadways on a CAD layer/level designated as "parcel";
 - b. Line work delineating all roadway centerlines on a CAD layer/level designated as "road"; and,
 - c. Line work that reflects the ties and inverses for the Survey Control Monuments shown on the face of the Plat shall be shown on a CAD layer/level designated as "control"; and,
6. All information within the electronic file shall be oriented and scaled to Grid per the Idaho State Plane Coordinate System, Central Zone, NAD1983 (1992), U.S. Survey Feet, using the Blaine County Survey Control Network. Electronic CAD files shall be submitted in a ".dwg", ".dgn" or ".shp" format and shall be submitted digitally to the City on a compact disc. When the endpoints of the lines submitted are indicated as coincidental with another line, the CAD line endpoints shall be separated by no greater than 0.0001 drawing units;
6. The applicant shall provide a copy of the recorded final plat to the Department of Planning and Building for the official file on the application;
7. Failure to record a Final Plat within two (2) years of Council's approval of a Preliminary Plat shall cause the Preliminary Plat to be null and void.

ATTACHMENTS

- A. City department comments
- B. Applicant submittal package
- C. Draft Findings of Fact, Conclusions of Law, and Decision

A. City department comments

City Department Comments			
Compliant			
Yes	No	N/A	City Standards and <i>City Department Comments</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Fire: No comment.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	City Engineer and Streets Department: 1. See Plat Preliminary Plat Review Check list (attached) 2. Trees need to be removed from ROW
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Utilities: No comment.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Building: No comment.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Planning and Zoning: Comments are denoted throughout the Staff Report.



TO: City of Ketchum
FROM: Sherri Newland, PE
DATE: May 7, 2020
RE: Preliminary Plat – Lot 14A & Lot 12AAA, Bigwood Subdivision No. 2 & 3

NO.	ITEM	PROVIDED
1	Subdivision Name tied to at least 2 corners	X
2	Surveyor Stamp/certification	FP
3	Date	X
4	Sheet Title and Preamble	FP
5	Basis of Bearing	X
6	North Arrow	X
7	Scale	X
8	Plat Closure	X
9	Total Area	X
10	Monuments	X
11	Land Corners	X
13	Street Names & Width & Centerlines	X
14	Easements – Utilities	X
15	Lot & Block Numbers	X
16	Lot Dimensions	X
17	Curve & Line Tables	No table-shown on plat
18	Certifications	FP
19	Certificate of Owner	FP
20	Surveyor Approval	FP
21	Sanitary Restriction/Health Certificate	FP
22	Agency Approvals:	FP
23	Public Dedication:	NA
24	Common Areas:	NA
25	Legend	X
26	Notes	X
27	Condominium CC&R or CC&R reference	X
28	18" x 24" Mylar	FP
29	Title Report	X



NO.	ITEM	PROVIDED
30	Floodways	NA
31	25% slope line	x
32	Vicinity Map	OP
33	Contours (max 5')	x
34	Existing Zoning	x
35	Existing Trees	x

**NA- Not Applicable, FP – Final Plat, OP- Original Plat*

Comments: No additional comments

B. Applicant submittal package



**City of Ketchum
Planning & Building**

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

Lot Line Shift Application

OWNER INFORMATION	
Owner Name: Douglas M. & Patricia Perkins Leone, Andrew D. & Lisa G. Goldman	
Mailing Address: Contact Alpine Enterprises Inc.	
Phone:	
Email:	
PROJECT INFORMATION	
Name of Proposed Plat: Lot 14A & Lot 12AAA, BLK 3, Bigwood Subdivision No. 2 & 3	
Representative of Owner: Bruce Smith, Alpine Enterprises Inc.	
Phone: (208) 727-1988	
Mailing Address: PO Box 2037, Ketchum, ID 83340	
Email: bsmith@alpineenterprisesinc.com	
Legal Land Description: Lot 14 and Lot 12AA, Block 3 of Bigwood Subdivision No. 2 & 3	
Project Address: 425 N. Bigwood Dr. & 115 Griffin Ct., Ketchum, ID 83340	
Number of Lots: 2	Number of Units: 2
Total Land Area in Square Feet: 216,427 Sq. Ft.	Current Zoning District: STO-1
Overlay District: <input type="checkbox"/> Flood <input type="checkbox"/> Mountain <input type="checkbox"/> Avalanche	
Easements to be Dedicated on the Final Plat (Describe Briefly):	
Just Existing And P.U.E.S	
ATTACHMENTS	
Attachments Necessary to Complete Application:	
1. A copy of a current lot book guarantee and recorded deed to the subject property;	
2. One (1) copy of preliminary plat; and,	
3. A CD or email of an electronic (.pdf) of the plat.	

Applicant agrees in the event of a dispute concerning the interpretation or enforcement of the Lot Line Shift Application, in which the City of Ketchum is the prevailing party, to pay 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.

Bruce S.
Signature of Owner (Representative)

13 APR 20
Date

April 13, 2020

Brittany Skelton and Abby Rivin,

The owners of Lot 14, Block 3 at 425 North Bigwood Drive request a waiver to the lot requirements outlined in 16.04.040.F.2 of the City of Ketchum Municipal Code. This section of code states that a waiver to this standard may be considered for small isolated pockets of 25% or greater that are found to be in compliance with the purposes and standards of the mountain overlay district and this section.

Lot 14, Block 3 was originally platted within the Bigwood Subdivision, Blocks 2 and 3 subdivision plat without a designated building envelope. The 1986 subdivision plat shows an approximate line through lots 7-17 where the assumed slope trends greater than 25%. Lot 14, Block 3 was last platted in 1991 with a building envelope that contained areas of slope greater than 25%.

The proposed 2,398 square foot addition necessitates a lot line and building envelope shift along the southeast corner of the lot. Consistent with the areas of +25% slope in the existing building envelope, the proposed building envelope also contains areas of greater than 25% slope. The area of the proposed footprint within this area of 25% slope or greater is approximately 8.9% of the overall building footprint (911 square feet out of an overall building footprint of 10,189 square feet). By expanding the building envelope, the proposed addition's visual impact is able to be vastly minimized.

Similar to the existing garage added in 2006, the proposed addition will be largely sunken into the topography. The topography will be re-graded over the roof of the proposed structure to closely mimic and tie back into existing record grade. The grade over the roof of the proposed addition will be planted with shrubs and flowering trees. As illustrated on architectural elevation sheets A4.1 and A4.2, only the single-story west (courtyard) and south (Bigwood Drive) elevations will be perceived as a built structure above grade. The north extent of the proposed addition is entirely below grade, and only a portion of the east extent of the proposed addition "daylights" as the grade falls towards Bigwood Drive. The existing grade line shown dashed on section C (3/A3.1) shows how the proposed addition is sited within the hillside with every effort to blend in and minimize adverse impacts to the neighbors.

While this property is not part of the Mountain Overlay District, the overall massing -- as described above and as illustrated in the drawings -- follows the intent and criteria of the Mountain Overlay District. There shall be no material visual impacts on significant skylines, landmarks, or natural topography. The owners of the neighboring lot 12AA were presented with copies of the current plans and are awaiting City approvals prior to finalizing the sale of this portion of their property.

We appreciate your time.

Regards,



Brenda Moczygema

LEONE RESIDENCE

Client:
Doug Leone + Patti Perkins-Leone
13385 Hobble Road
Los Alamos, NM, USA

Architect:
Williams Partners Architects
P.O. Box 101
Ketchum, ID 83340
Ph: 208.726.0020
Fax: 208.726.0019

Surveyor:
Aluma Enterprises, Inc.
P.O. Box 2037
660 Bell Drive, Unit 1
Ketchum, ID 83340
Ph: 208.727.1988

Landscape Architect:
Landscape Studio LLC
P.O. Box 300
Ketchum, ID 83340
Ph: 208.726.5331

General Contractor:
Bralton Construction Corp.
P.O. Box 2317
540 Second Avenue North
Ketchum, ID 83340
Ph: 208.822.7900

PROJECT INFORMATION

LEGAL DESCRIPTION:
LOT 14, BLOCK 3,
BIOWOOD SUBDIVISION NO. 2 & 3

ZONING:
SHORT-TERM OCCUPANCY - ONE ACRE DISTRICT (STD-1)

CONSTRUCTION:
(V)

OCCUPANCY:
RESIDENTIAL GROUP R-3

BUILDING AREA:

EXISTING	BASEMENT:	3,742 S.F.
	1ST FLOOR:	5,862 S.F.
	2ND FLOOR:	4,755 S.F.
	TOTAL:	14,359 S.F.
	Garage:	2,910 S.F.
	TOTAL EXISTING:	16,269 S.F.
PROPOSED:		2,298 S.F.
	1ST FLOOR:	

EXISTING SITE AREA: 1.59 ACRES (69,310 S.F.)

PROPOSED SITE AREA: 1.69 ACRES (73,418 S.F.)

CODES:
2012 INTERNATIONAL RESIDENTIAL CODE (IRC)

JURISDICTIONS:
CITY OF KETCHUM BUILDING DEPARTMENT
CITY OF KETCHUM FIRE DEPARTMENT

DRAWING INDEX

COVER SHEET C-5 COVER SHEET

CIVIL DRAWINGS
C-1 SITE SURVEY
C-2 PRELIMINARY PLOT 1:30
C-3 PRELIMINARY PLOT 1:10

LANDSCAPE DRAWINGS
L-1 SITE PLAN
L-2 GRADING PLAN
L-3 LANDSCAPE PLAN

PLANS
A-2.0 EXISTING / DEMO FLOOR AND ROOF PLAN
A-2.1 PROPOSED FLOOR AND ROOF PLAN

BUILDING SECTIONS
A-3.1 BUILDING SECTIONS

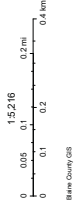
EXTERIOR ELEVATIONS
A-4.1 EXTERIOR ELEVATIONS
A-4.2 EXTERIOR ELEVATIONS

3D VIEWS
A-5.1 3D VIEWS
A-5.2 3D VIEWS

Land Use Information Map

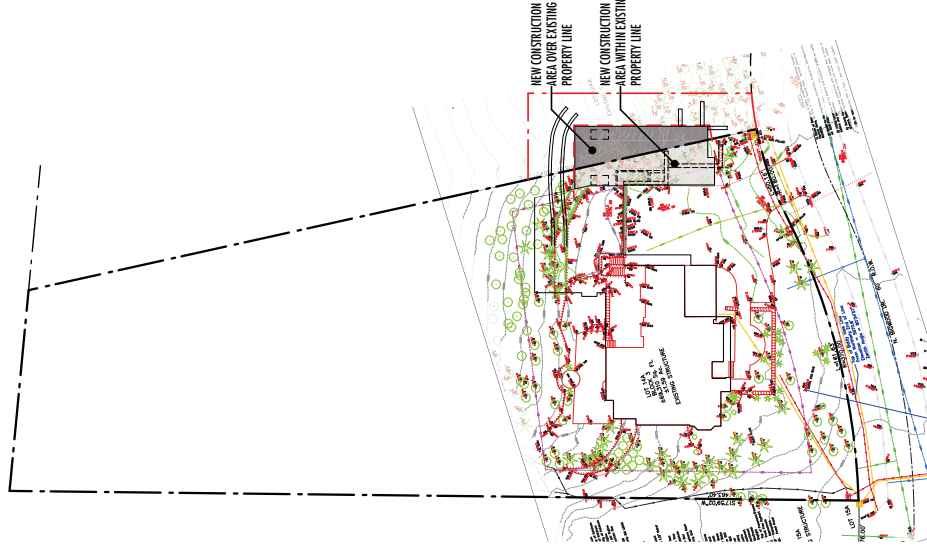


January 13, 2020



Satellite View
Lot 14, Block 3, Biowood Subdivision No. 2 & 3,
425 North Bigwood Drive
Ketchum, Idaho

Made by Blaine County GIS
Blaine County GIS



Leone Residence Addition

425 North Bigwood Drive, Ketchum, Idaho

WILLIAMS PARTNERS ARCHITECTS
1000 W. F.B. 4073
KETCHUM, IDAHO
83340
PHONE: 208.726.0020
FAX: 208.726.0019
WWW.WILLIAMS-PARTNERS.COM

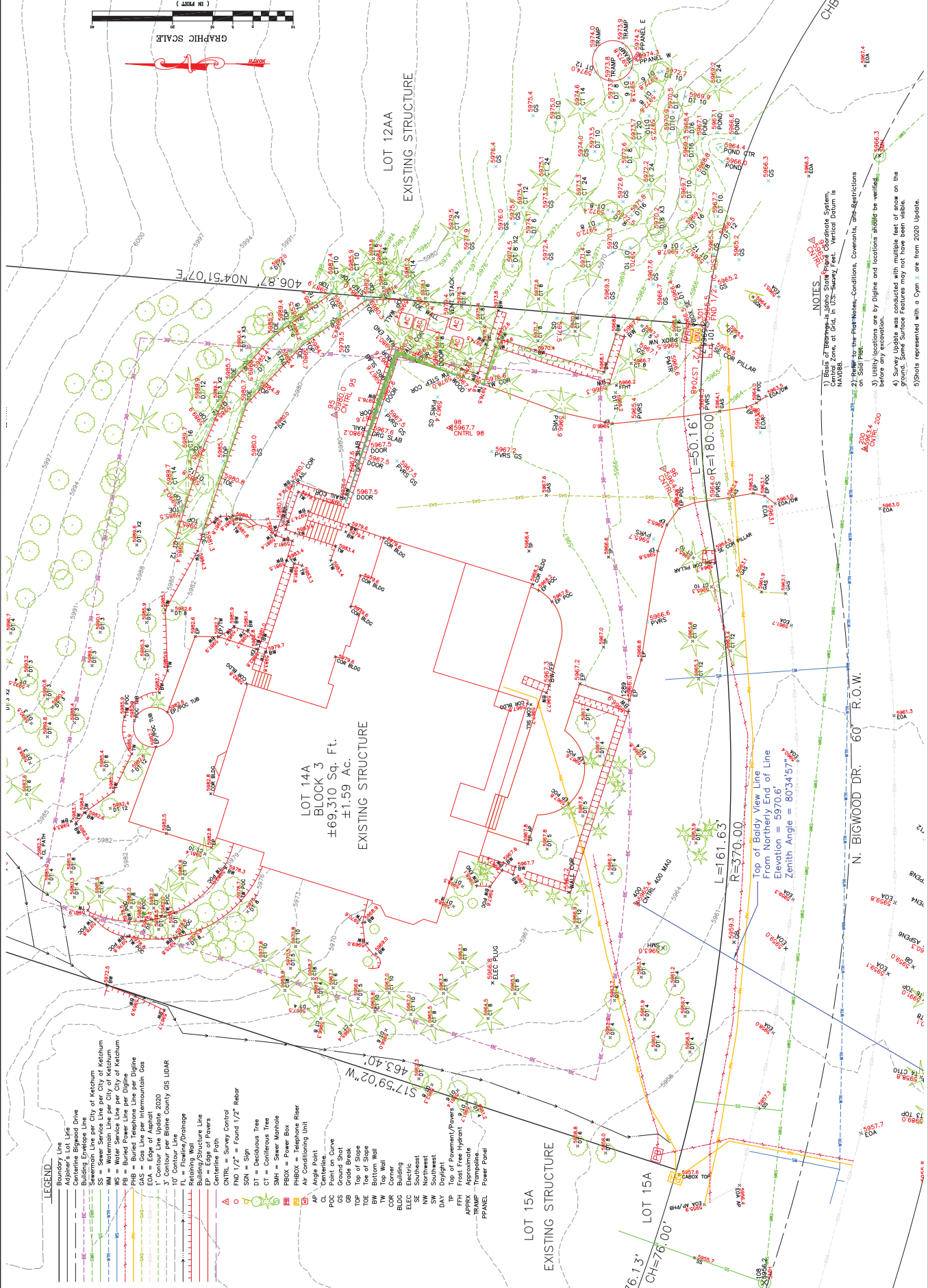
DRAWINGS:
DATE: 01/13/2020
DESIGNED BY: JWP
CHECKED BY: JWP
DRAWN BY: JWP
DATE: 01/13/2020
CITY OF KETCHUM JOB SHEET

REVISIONS:
NUMBER: _____
DATE: _____

CS
COVER SHEET

OWNERSHIP OF DOCUMENTS:
THE INSTRUMENTS OF SERVICE HEREIN ARE SOLELY FOR USE BY THE CLIENT AND THE ARCHITECT'S CONSULTANTS AND SHALL BE DEEMED THE PROPERTY OF THE CLIENT. THE ARCHITECT'S CONSULTANTS SHALL BE DEEMED THE PROPERTY OF THE ARCHITECT'S CONSULTANTS AND SHALL BE DEEMED THE PROPERTY OF THE ARCHITECT'S CONSULTANTS. ALL COMMON LAW, STATUTORY AND OTHER RESERVED RIGHTS, INCLUDING COPYRIGHTS, ARE RESERVED.

**IN PROGRESS:
NOT ISSUED FOR
CONSTRUCTION**



- LEGEND:**
- Centerline Bigwood Drive
 - Centerline Lot Line
 - Centerline Bigwood Drive
 - Building Envelope Line
 - MS = Water Service Line per City of Ketchum
 - WS = Water Service Line per City of Ketchum
 - SS = Sewer Service Line per City of Ketchum
 - WM = Waterman Line per City of Ketchum
 - PHB = Buried Telephone Line per Digline
 - GAS = Gas Line per Intermountain Gas
 - EOA = Edge of Asphalt
 - 10' Contour Line
 - FL = Flowline/Drainage
 - EP = Edge of Pavers
 - Building/Structure Line
 - Centerline Path
 - Centerline Path
 - ONDRL = Survey Control
 - FND 1/2" = Found 1/2" Rebar
 - SDR = Sign
 - CS = Concrete Structure
 - CT = Concrete Tree
 - SMH = Sewer Manhole
 - PBX = Power Box
 - PBXBOX = Telephone Risar
 - Air Conditioning Unit
 - AP = Angle Point
 - PCC = Concrete Curbs
 - GC = Ground Shot
 - GB = Grade Break
 - TOP = Top of Slope
 - BT = Bottom of Trench
 - BW = Bottom Wall
 - TW = Top Wall
 - COR = Corner
 - BULD = Building
 - ELEC = Electrical
 - SW = Southwest
 - SE = Southeast
 - DN = Down
 - TP = Top of Pavement/Power Pole
 - FTH = Frost Free Hydrant
 - APPRX = Approximate
 - PANEL = Power Panel

LOT 14A
 BLOCK 3
 ±69,310 Sq. Ft.
 ±1.59 AC.
 EXISTING STRUCTURE

LOT 15A
 EXISTING STRUCTURE

LOT 14B
 EXISTING STRUCTURE

LOT 15B
 EXISTING STRUCTURE

LOT 15A
 EXISTING STRUCTURE

LOT 15B
 EXISTING STRUCTURE

LOT 15A
 EXISTING STRUCTURE

LOT 15B
 EXISTING STRUCTURE

GRAPHIC SCALE
 1 inch = 10 ft.
 (IN FEET)

NOTES

- 1) The 27' Right-of-Way for Bigwood Drive is shown. The Vertical Datum is NAVD83. All elevations are in US Survey Feet. Vertical Datum is on Solid Pink.
- 2) Refer to the Plot Notes, Conditions, Covenants, and Restrictions on Solid Pink.
- 3) Utility locations are by Digline and locations shall be verified before any excavation.
- 4) Utility locations are by Digline and locations shall be verified before any excavation.
- 5) Sheets represented by a Cyan X are from 2020 Update.

PROJECT PATH AND POINT U:\LandProjects\2004\541 LEONE\DWG\541 LEONE Site 27x20.dwg 2/5/2020 11:02:57 AM MST

Alpine Enterprises Inc.
 Surveying, Mapping and Natural Hazards Consulting
 P.O. Box 2037, Ketchum, ID 83340 USA
 (208) 727-1988 727-1987 fax
 email: alpine@alpineid.com

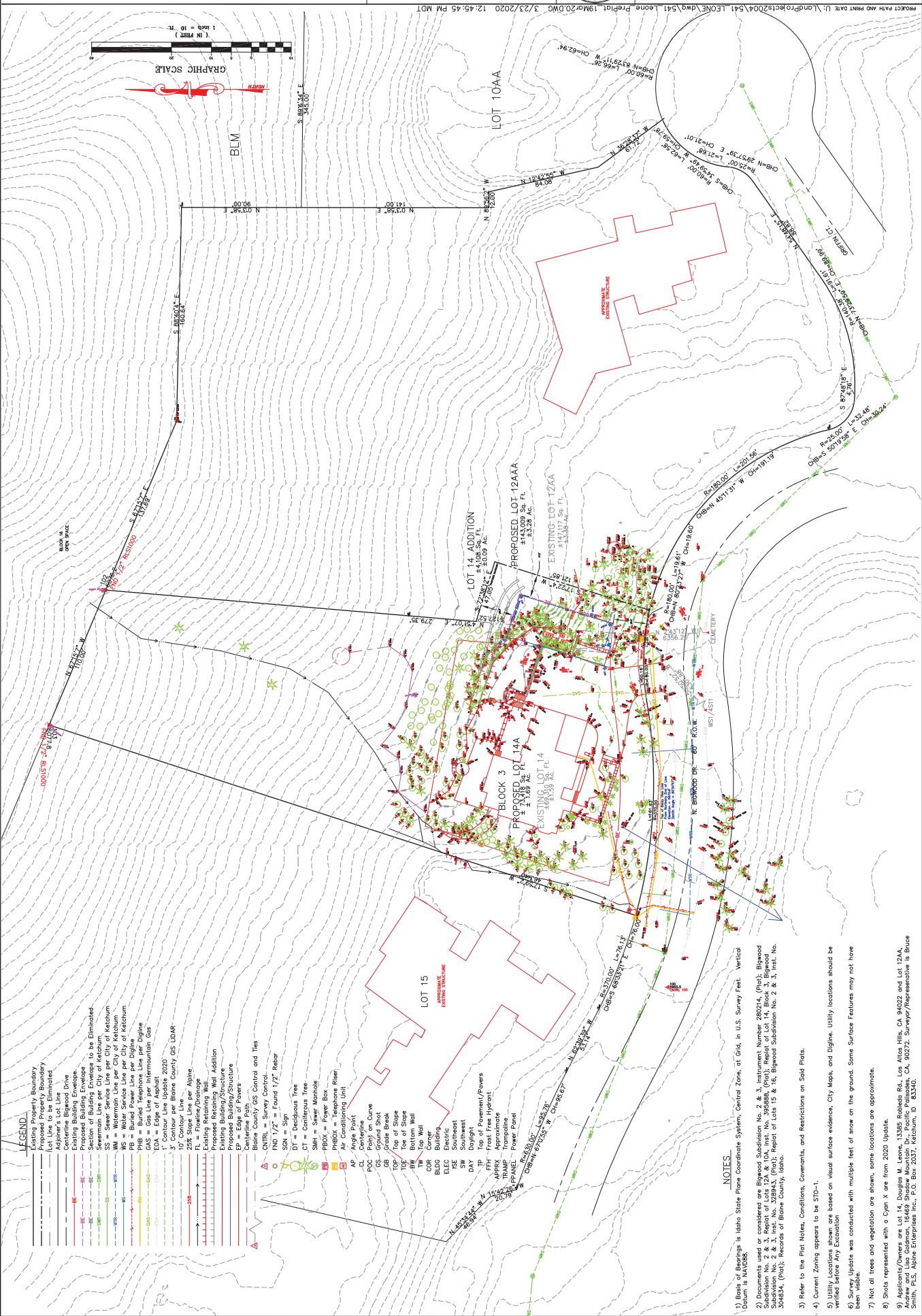
Blaine County Planning Commission
 2004-541 LEONE

NO DATE BY

REVISIONS

Sheet 1 of 1

PREPARED FOR WILLIAMS PARTNERS ARCHITECTS, THE LEONE RESIDENCE
 WITHIN ST. 1.4N, R.17E, B.M. CITY OF KETCHUM, BLAINE COUNTY, IDAHO
 LOT 14A, BLK 3, BIGWOOD SUBDIVISION NO. 2 & 3
 A SITE PLAN SHOWING



LEGEND

[Symbol]	Existing Property Boundary
[Symbol]	Proposed Property Boundary
[Symbol]	Lot Line to be Eliminated
[Symbol]	Centerline Bigwood Drive
[Symbol]	Existing Building Envelope
[Symbol]	Proposed Building Envelope
[Symbol]	Watermain Line per City of Ketchum
[Symbol]	Sewer Service Line per City of Ketchum
[Symbol]	Watermain Line per City of Ketchum
[Symbol]	Buried Telephone Line per Digiplex
[Symbol]	Buried Power Line per Digiplex
[Symbol]	Gas Line per Intermountain Gas
[Symbol]	Contour Line Update 2020
[Symbol]	Contour Line
[Symbol]	Retaining Wall
[Symbol]	Existing Retaining Wall
[Symbol]	Proposed Retaining Wall Addition
[Symbol]	Proposed Building/Structure
[Symbol]	Centerline Path
[Symbol]	Blaine County GIS Centerline and Ties
[Symbol]	Found 1/2" Rebar
[Symbol]	SSN = Sign
[Symbol]	DT = Deciduous Tree
[Symbol]	CT = Coniferous Tree
[Symbol]	SMH = Sewer Manhole
[Symbol]	PHBOX = Power Box
[Symbol]	AR = Air Conditioning Unit
[Symbol]	Centerline
[Symbol]	POC Point on Curve
[Symbol]	GS Ground Shot
[Symbol]	GSB Grade Break
[Symbol]	TOP Top of Slope
[Symbol]	TW Top Wall
[Symbol]	BUD Building
[Symbol]	ELEC Electric
[Symbol]	ISE Southeast
[Symbol]	ISW Southwest
[Symbol]	DAY Day
[Symbol]	TP Top of Pavement/Power
[Symbol]	APRR Approximate
[Symbol]	POWER PANEL Power Panel

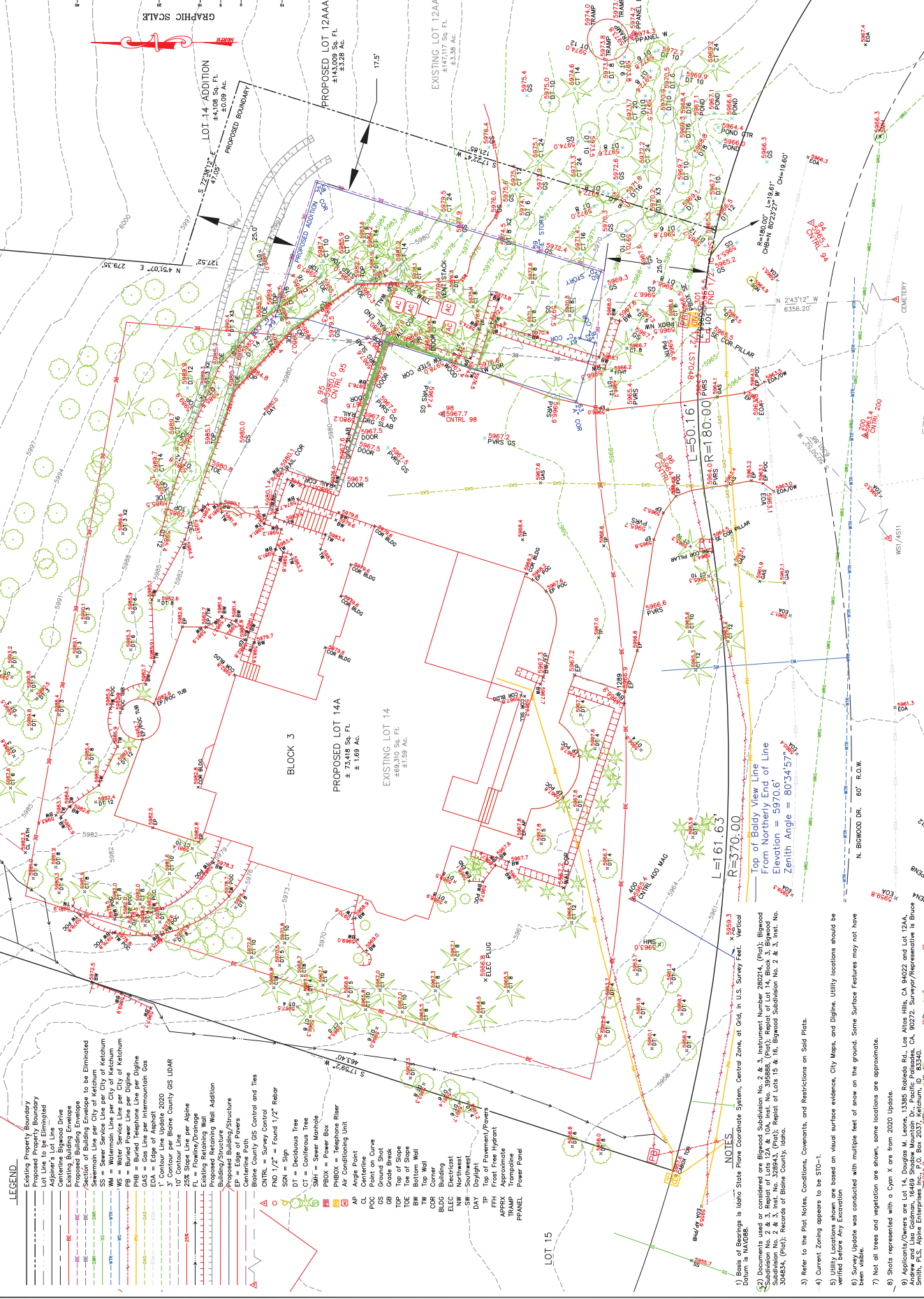
- NOTES**
- 1) Basis of Bearings is Idaho State Plane Coordinate System, Central Zone, at Grid, in U.S. Survey Feet. Vertical Datum is NAVD83.
 - 2) Documents used or considered are Bigwood Subdivision No. 2 & 3, Instrument Number 280214, (Plat); Bigwood Subdivision No. 2 & 3, Instrument Number 304834, (Plat); Register of Lots 15 & 16, Bigwood Subdivision No. 2 & 3, Instrument No. 304834, (Plat); Records of Blaine County, Idaho.
 - 3) Refer to the Plot Notes, Conditions, Covenants, and Restrictions on Said Plats.
 - 4) Current Zoning appears to be STD-1.
 - 5) Utility Locations shown are based on visual surface evidence, City Maps, and Digiplex. Utility locations should be verified before any Excavation.
 - 6) Survey Update was conducted with multiple feet of snow on the ground. Some Surface Features may not have been visible.
 - 7) Not all trees and vegetation are shown, some locations are approximate.
 - 8) Sheets represented with a Cym X are from 2020 Update.
 - 9) Applicants/Owners are Lot 14, Douglas M. Leone, 13385 Robledo Rd., Los Altos Hills, CA 94022 and Lot 12AA, Smith, P.L.S., Alpine Enterprises Inc., P.O. Box 2037, Ketchum, ID 83340.



NO	DATE	BY

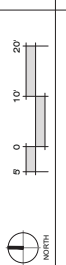
PROJECT PATH AND POINT U:\Landscape\2004\541 LEONE.Dwg\541 Leone Prelim.rvt 19M/20.DWG 3/23/2020 12:45:45 PM MDT

LOT 14A & LOT 12AAA, BLK 3, BIGWOOD SUBDIVISION NO. 2 & 3
 WITHIN ST. T.4N., R.17E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
 PREPARED FOR WILLIAMS PARTNERS ARCHITECTS, THE LEONE RESIDENCE



- LEGEND**
- Existing Property Boundary
 - Proposed Property Boundary
 - Adjoiner's Lot Line
 - Centerline Bigwood Drive
 - Existing Building Envelope
 - Section of Building Envelope to be Eliminated
 - Sawtooth Line per City of Ketchum
 - SS = Sewer Service Line per City of Ketchum
 - WS = Water Service Line per City of Ketchum
 - PB = Buried Power Line per Digline
 - PT = Buried Telephone Line per Digline
 - EDA = Edge of Asphalt
 - 1' Contour Line Update 2020
 - 3' Contour per Blaine County GIS LIDAR
 - 25% Slope Line per Alpine
 - FL = Flowline/Drainage
 - Existing Retaining Wall Addition
 - Proposed Retaining Wall Addition
 - Proposed Building/Structure
 - EP = Edge of Pavers
 - Blaine County GIS Control and Ties
 - ONTR = Survey Control
 - FND 1/2" = Found 1/2" Rebar
 - SGN = Sign
 - DT = Deciduous Tree
 - CT = Coniferous Tree
 - SMH = Sewer Manhole
 - PBX = Power Box
 - PHBOX = Telephone Risers
 - AP = Angle Point
 - CL = Centerline
 - POC Point on Curve
 - GS = Ground Sheet
 - TDE Top of Slope
 - BW Bottom Wall
 - CP Coping
 - CSK Curbs
 - BLDG Building
 - ELEC Electrical
 - NW Northwest
 - DAY Daylight
 - TP Top of Pavement/Powers
 - EPH Front Free Hydrant
 - TRAMP Tramp
 - PPANEL Power Panel

- NOTES**
- 1) Base of Elevation is Idaho State Plane Coordinate System, Central Zone, at Grid, in U.S. Survey Feet. Vertical Datum is NAVD83.
 - 2) Blaine County Ordinance 200704, Subdivision No. 2 & 3, Instrument Number 200704, Bigwood Subdivision No. 2 & 3, Report of Lots 12A, & 10A, Inst. No. 325488; (Prel); Report of Lot 14, Block 3, Bigwood Subdivision No. 2 & 3, Inst. No. 328943, (Prel); Report of Lots 12, & 16, Bigwood Subdivision No. 2 & 3, Inst. No. 304834, (Prel); Records of Blaine County, Idaho.
 - 3) Survey Update was conducted with multiple feet of snow on the ground. Some Surface Features may not have been visible.
 - 4) Refer to the Plot Notes, Conditions, Covenants, and Restrictions on Said Plots.
 - 5) Current Zoning appears to be S10-1.
 - 6) Utility Locations shown are based on visual surface evidence, City Maps, and Digline. Utility locations should be verified before Any Excavation.
 - 7) Not all trees and vegetation are shown, some locations are approximate.
 - 8) Shuts represented with a Cyan X are from 2020 Update.
 - 9) Adjoiner's Owners are: Lot 14, Douglas M. Leese, 13385 Rainbow Rd., Las Vegas, NV, 89120, (Prel); Lot 12AAA, Andrew and Lisa Goldman, 16469 Shadow Mountain Dr., Pacific Palisades, CA, 90272, Surveyor/Representative is Bruce Smith, P.E., Alpine Enterprises Inc., P.O. Box 2037, Ketchum, ID, 83340.



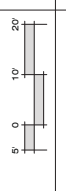
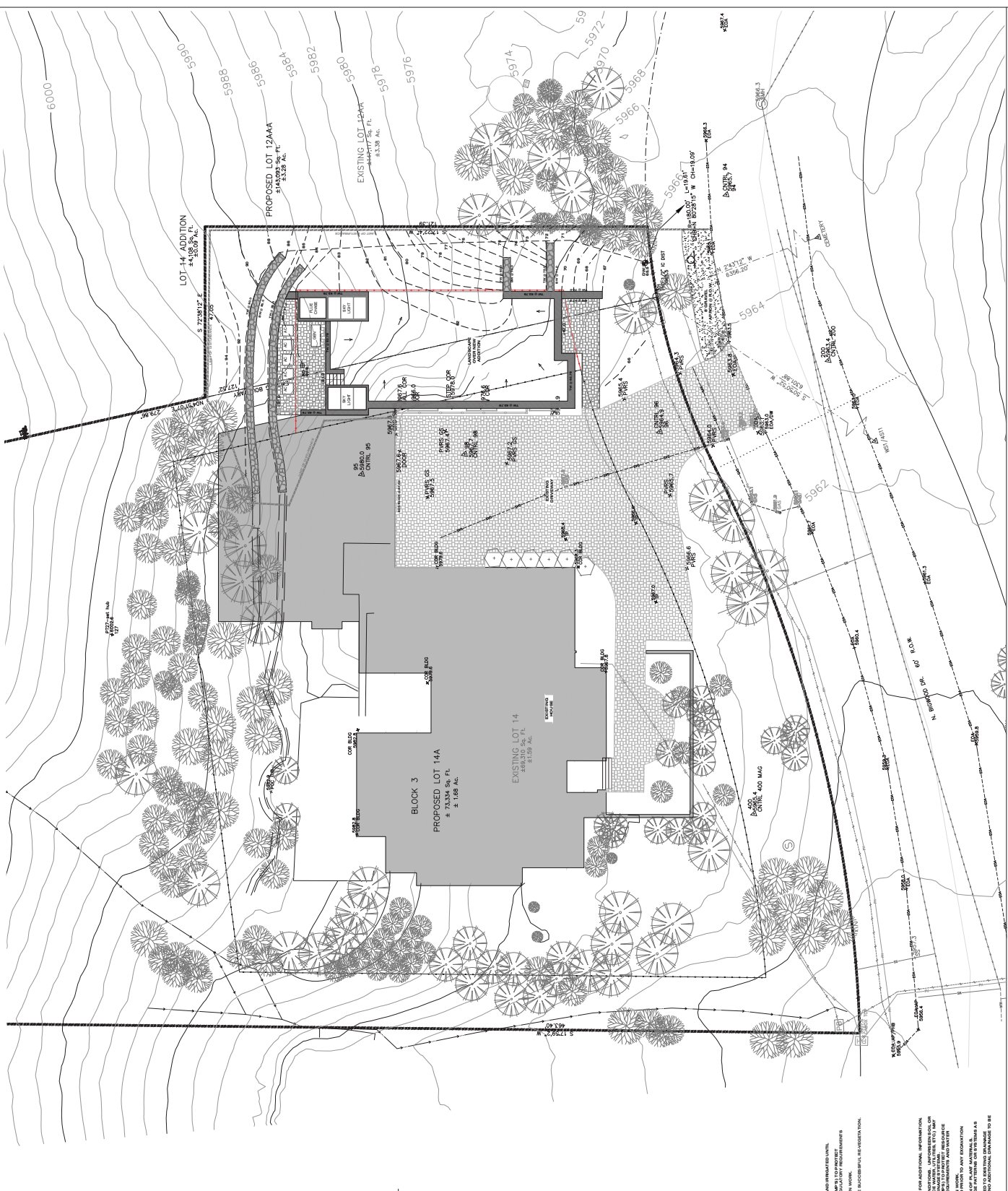
EXISTING TREES

- EXISTING TREES TO REMAIN
 CHAMUNO ASPEN, PICEUS TREMPOLUS
- EXISTING TREES TO BE REMOVED
 04 COCCONIA BLUE BERRY, TAXUS ARBORESCENS
 29 QUERCUS ALBIFLORA, PICEUS TREMPOLUS

GENERAL NOTES

1. DRAWINGS OF EXISTING FACILITIES ARE BASED ON TOPOGRAPHICAL SURVEY PROVIDED BY CENTER, ALONG WITH ON-SITE SURVEY DATA. THE CLIENT HAS REVIEWED AND APPROVED THE SURVEY DATA. THE CLIENT HAS REVIEWED AND APPROVED THE SURVEY DATA.
2. ALL DIMENSIONS ARE IN FEET AND INCHES. DIMENSIONS ARE SHOWN TO THE CENTERLINE UNLESS OTHERWISE NOTED.
3. REFER TO ARCHITECTURAL DRAWINGS FOR FINISHES, MATERIALS, AND SPECIFICATIONS.
4. REFER TO MECHANICAL DRAWINGS FOR MECHANICAL SYSTEMS AND EQUIPMENT.
5. REFER TO ELECTRICAL DRAWINGS FOR ELECTRICAL SYSTEMS AND EQUIPMENT.
6. THE UNIMPAVED SURFACE AREAS AND LANDSCAPE ARE AS SHOWN BY THE LATEST SURVEY DATA.

SITE PLAN
 SCALE: 1" = 10'-0"

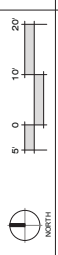
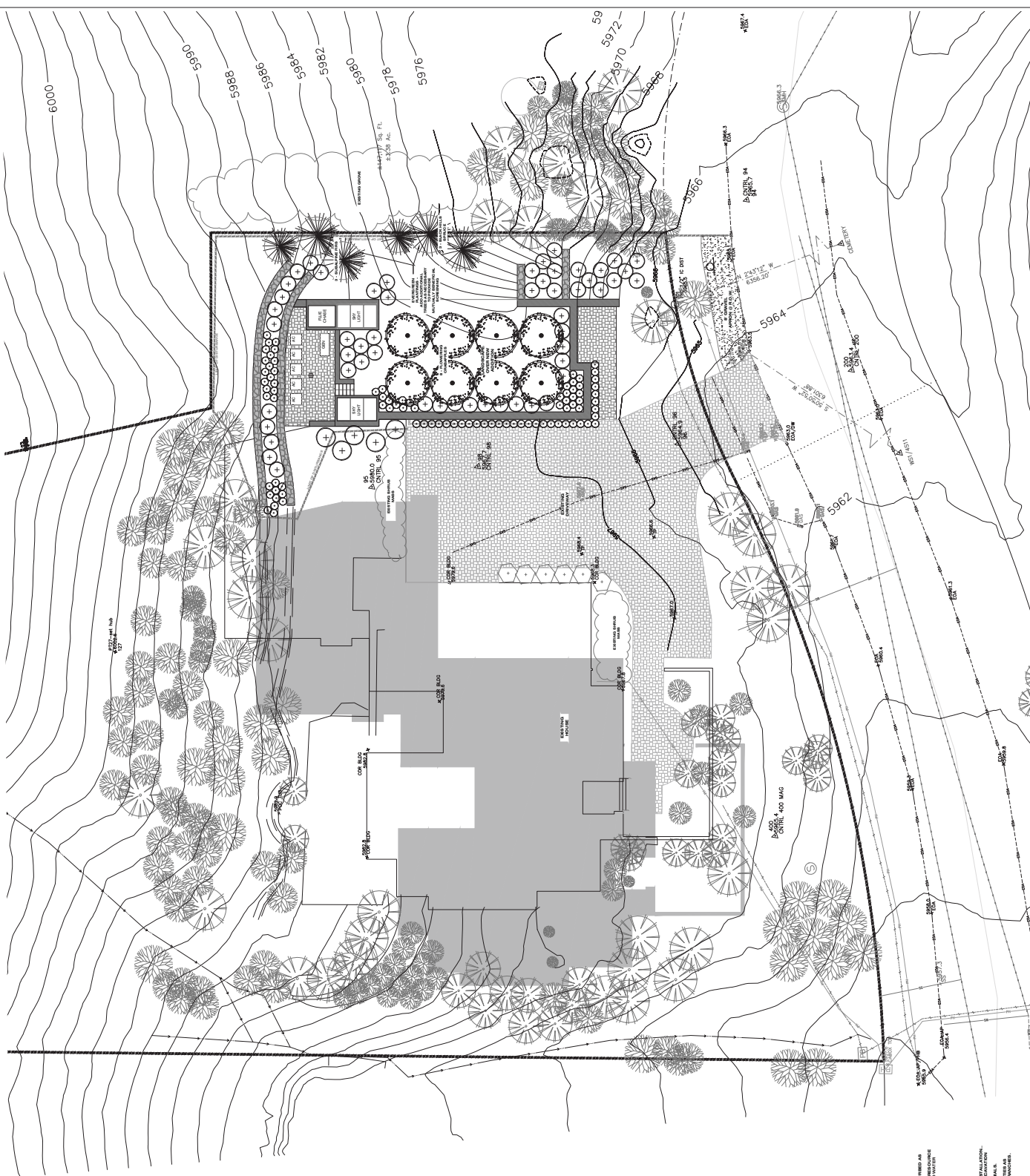


- ### GRADING + DRAINAGE LEGEND
- EXISTING CONTOURS
 - PROPOSED CONTOURS
 - LIMIT OF INSURANCE CONSTRUCTION SET FENCE
 - DIRECTION OF DRAINAGE
 - FINISH FLOOR ELEVATION
 - GARAGE SLAB ELEVATION
 - SPOT ELEVATION - FRESH GRADE
 - TOP OF WALL ELEVATION
 - BOTTOM OF WALL ELEVATION
 - DRYWELL - 1' @ 24"
 - AREA DRAIN - 1' @ 36"
 - 4" ADS DRAINLINES

- ### HARDSCAPES
- MASONRY PAPERBITE WALL
 - DRYSTACK RETAINING WALL
 - PAVEMENT
 - CONCRETE

- ### GRADING + RE-VEGETATION NOTES
1. ALL RE-VEGETATION SHALL BE PERFORMED BY A LICENSED LANDSCAPE ARCHITECT OR QUALIFIED PERSONNEL. RE-VEGETATION SHALL BE PERFORMED WITHIN THE SPECIFIED TIME FRAME AND SHALL BE SUBJECT TO THE APPROVAL OF THE LOCAL HEALTH DEPARTMENT.
 2. RE-VEGETATION SHALL BE PERFORMED WITHIN THE SPECIFIED TIME FRAME AND SHALL BE SUBJECT TO THE APPROVAL OF THE LOCAL HEALTH DEPARTMENT.
 3. RE-VEGETATION SHALL BE PERFORMED WITHIN THE SPECIFIED TIME FRAME AND SHALL BE SUBJECT TO THE APPROVAL OF THE LOCAL HEALTH DEPARTMENT.
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 8. RE-VEGETATION SHALL BE PERFORMED WITHIN THE SPECIFIED TIME FRAME AND SHALL BE SUBJECT TO THE APPROVAL OF THE LOCAL HEALTH DEPARTMENT.

- ### GRADING + DRAINAGE NOTES:
1. ALL THE INFORMATION IN THIS PLAN IS THE PROPERTY OF LANDWORK ARCHITECTURE + DESIGN. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED IN THE TITLE OF THIS PLAN. IT IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF LANDWORK ARCHITECTURE + DESIGN.
 2. THE CLIENT HAS BEEN ADVISED THAT THIS PLAN IS A PRELIMINARY DESIGN AND IS NOT TO BE USED FOR CONSTRUCTION WITHOUT THE WRITTEN PERMISSION OF LANDWORK ARCHITECTURE + DESIGN.
 3. THE CLIENT HAS BEEN ADVISED THAT THIS PLAN IS A PRELIMINARY DESIGN AND IS NOT TO BE USED FOR CONSTRUCTION WITHOUT THE WRITTEN PERMISSION OF LANDWORK ARCHITECTURE + DESIGN.
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 8. THE CLIENT HAS BEEN ADVISED THAT THIS PLAN IS A PRELIMINARY DESIGN AND IS NOT TO BE USED FOR CONSTRUCTION WITHOUT THE WRITTEN PERMISSION OF LANDWORK ARCHITECTURE + DESIGN.



PLANT LEGEND

	1/8\"/> DECIDUOUS TREES CULMITE PINE, FERN, SANDPAPER
	1/10\"/> BLACK HILLS SPRUCE, PINE, SPRUCE
	1/12\"/> 6 @ 12\" FLOWERING CORMUSPLE, MANNA SEA
	1/16\"/> DECIDUOUS TREES
	1/24\"/> SHRUBS AND BUSHES
	1/36\"/> SHRUBS AND BUSHES
	1/48\"/> SHRUBS AND BUSHES
	1/60\"/> SHRUBS AND BUSHES
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	1/1200\"/> SHRUBS AND BUSHES

IRRIGATION AREA NOTES:

1. IRRIGATION SYSTEM SHALL BE DESIGNED TO MAINTAIN SOIL MOISTURE AT 10% TO 15% BELOW FIELD CAPACITY.
2. IRRIGATION SYSTEM SHALL BE DESIGNED TO MAINTAIN SOIL MOISTURE AT 10% TO 15% BELOW FIELD CAPACITY.
3. IRRIGATION SYSTEM SHALL BE DESIGNED TO MAINTAIN SOIL MOISTURE AT 10% TO 15% BELOW FIELD CAPACITY.
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5. IRRIGATION SYSTEM SHALL BE DESIGNED TO MAINTAIN SOIL MOISTURE AT 10% TO 15% BELOW FIELD CAPACITY.
6. IRRIGATION SYSTEM SHALL BE DESIGNED TO MAINTAIN SOIL MOISTURE AT 10% TO 15% BELOW FIELD CAPACITY.

LANDSCAPE PLANTING NOTES

1. LOCATIONS OF PROPOSED PLANTING ARE SHOWN AS SHADINGS AND ARE SUBJECT TO FIELD VERIFICATION TO BE ACCURATE.
2. PLANTING SHALL BE ACCORDING TO THE SPECIFICATIONS AND NOTES OF THE PLANTING CONTRACT DOCUMENTS.
3. PLANTING SHALL BE ACCORDING TO THE SPECIFICATIONS AND NOTES OF THE PLANTING CONTRACT DOCUMENTS.
4. PLANTING SHALL BE ACCORDING TO THE SPECIFICATIONS AND NOTES OF THE PLANTING CONTRACT DOCUMENTS.
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6. PLANTING SHALL BE ACCORDING TO THE SPECIFICATIONS AND NOTES OF THE PLANTING CONTRACT DOCUMENTS.

OWNERSHIP OF DOCUMENTS:
THE INSTRUMENTS OF SERVICE HEREIN ARE SOLELY FOR USE
BY THE CLIENT AND NOT TO BE REPRODUCED OR TRANSMITTED
IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL,
INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION
SYSTEM, WITHOUT PERMISSION IN WRITING FROM WILLIAMS
PARTNERS ARCHITECTS, P.C.

**IN PROGRESS:
NOT ISSUED FOR
CONSTRUCTION**

425 North Bigwood Drive, Ketchum, Idaho

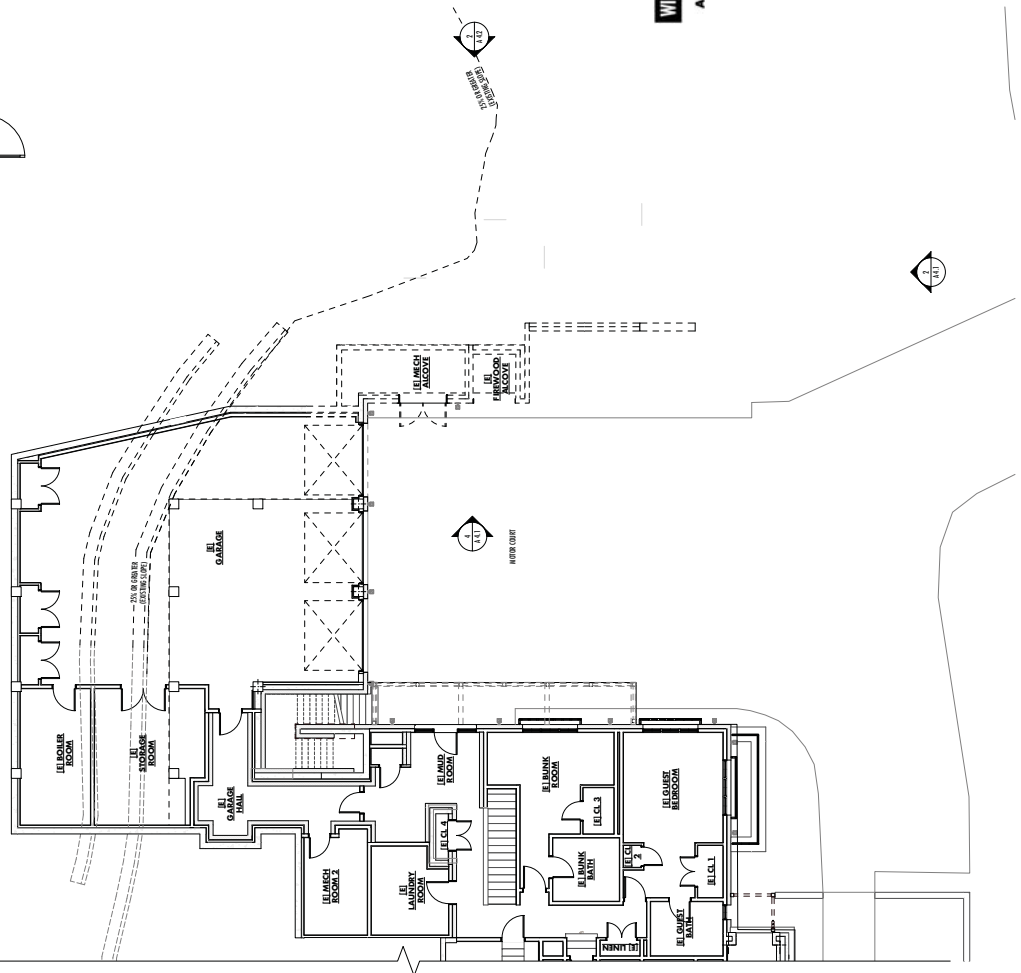
**WILLIAMS PARTNERS
ARCHITECTS**
1000 F.B. 4373
KETCHUM, IDAHO
208 859 6800
PHONE 208 859 6800
FAX 208 274 6809
WWW.WILLIAMS-PARTNERS.COM

DATE: 06/11/2020
DESIGNER: JAMES
PROJECT: 200-110-16015-100
DRAWING: EXISTING DEMO ROOF PLAN
DATE: 06/11/2020 CITY OF KETCHUM, IDAHO SHEET

REVISIONS:
NUMBER DATE

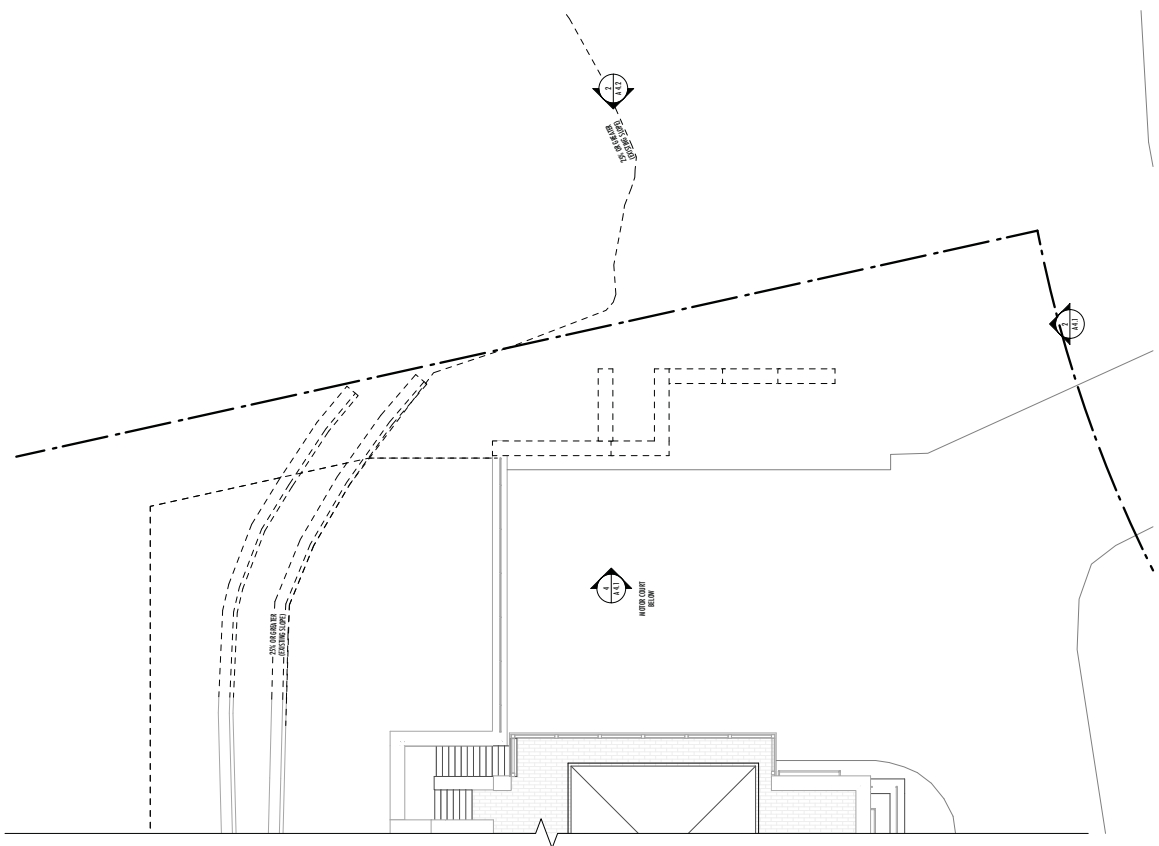
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DATE



1
EXISTING / DEMO FIRST FLOOR PLAN
SHEET 1 - 10

Project: 200-110-16015-100
File: 200-110-16015-100_1001_1001.dwg



2
EXISTING / DEMO ROOF PLAN
SHEET 1 - 10

REVISIONS
NUMBER DATE

DATE: 02/11/2020
DRAWN BY: JMM
CHECKED BY: JMM
PROJECT: 200-271-0010
CITY OF KETCHUM, IDAHO

WWW.WILLIAMS-PARTNERS.COM

PHONE: 208.271.0010
FAX: 208.271.0010

KETCHUM, IDAHO

ARCHITECTS

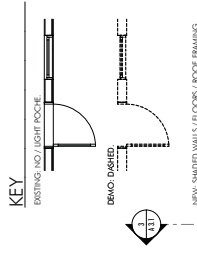
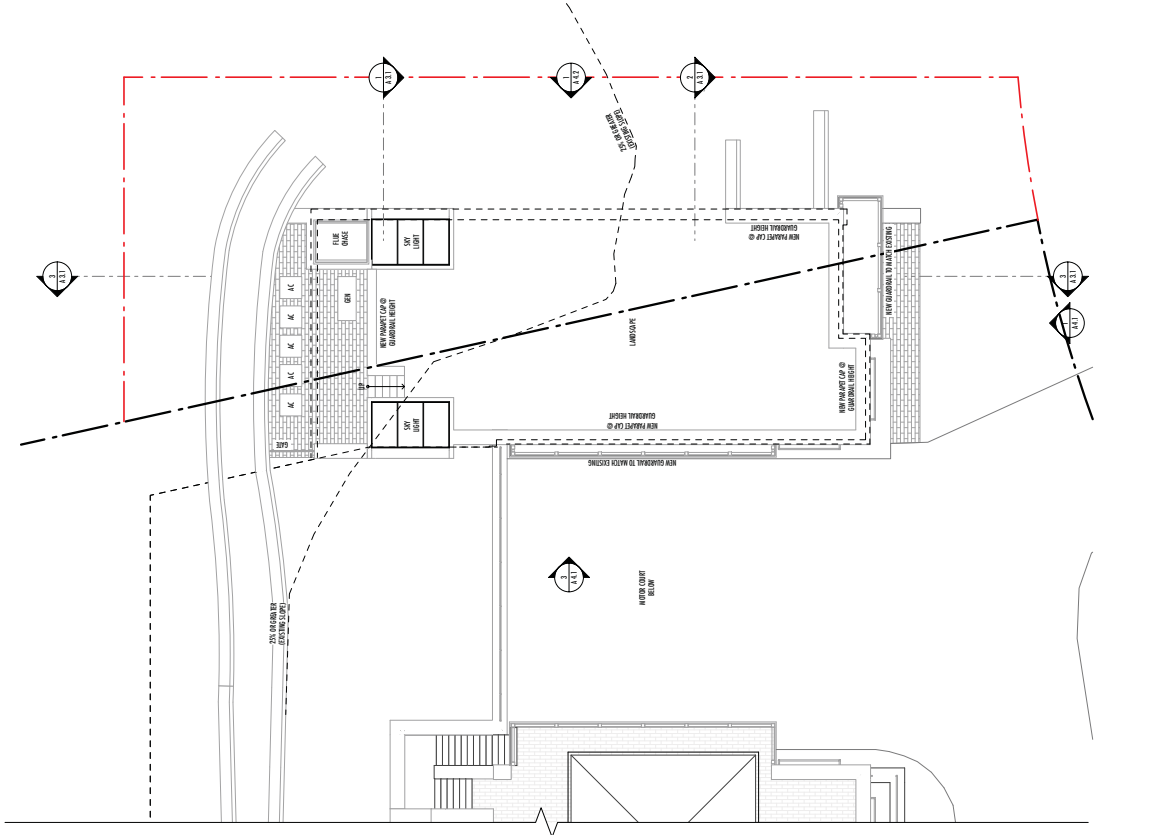
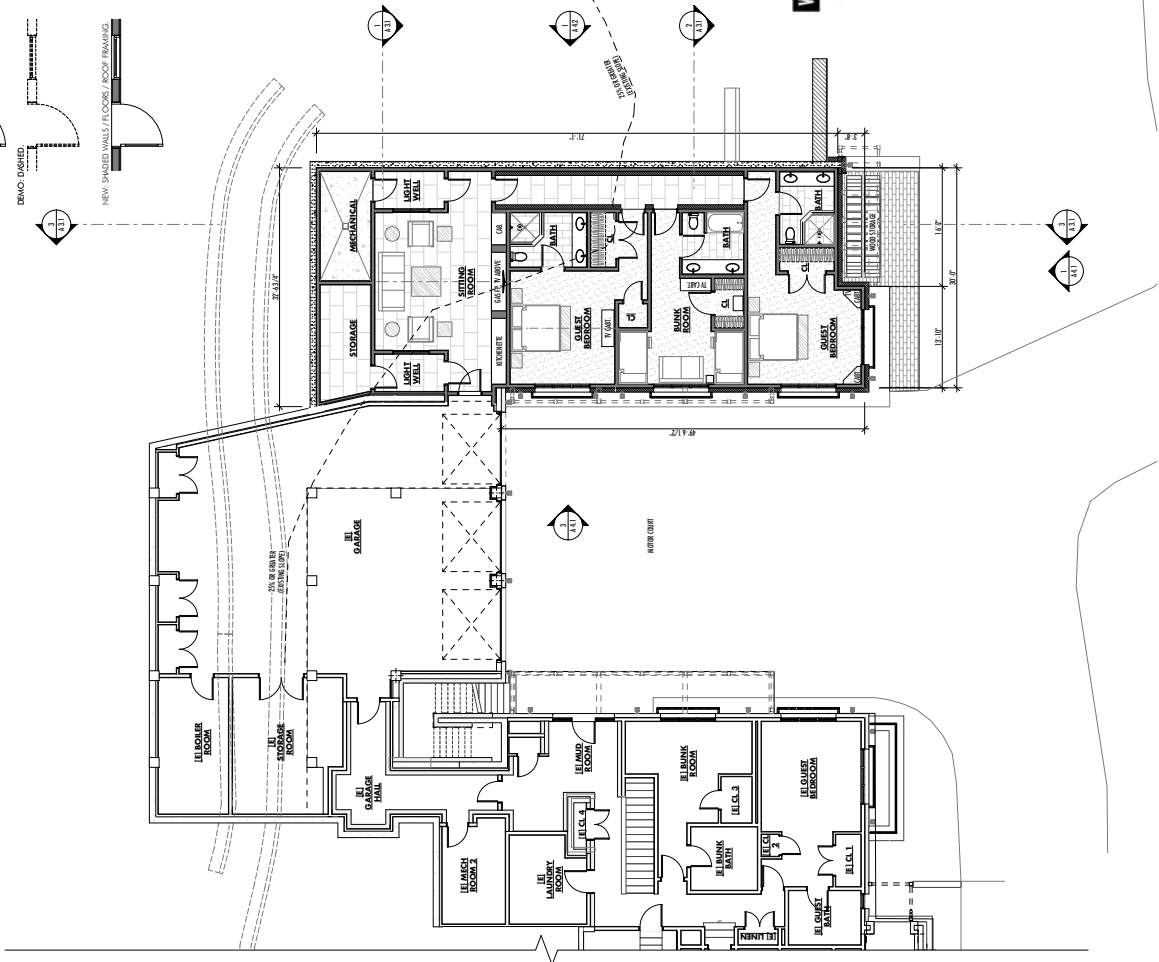
WILLIAMS PARTNERS

Leone Residence Addition

425 North Bigwood Drive, Ketchum, Idaho

**IN PROGRESS:
NOT ISSUED FOR
CONSTRUCTION**

OWNERSHIP OF DOCUMENTS:
THE INSTRUMENTS OF SERVICE HEREIN ARE SOLELY FOR USE
BY THE CLIENT AND NOT TO BE REPRODUCED OR COPIED
WITHOUT THE WRITTEN PERMISSION OF WILLIAMS PARTNERS
ARCHITECTS, P.C. AND THE ARCHITECT'S CONSULTANTS.
SHALL BE DEEMED THE AUTHORS AND OWNERS OF THEIR
RESPECTIVE INVENTIONS OF SERVICE AND SHALL REMAIN
THE PROPERTY OF WILLIAMS PARTNERS ARCHITECTS, P.C.
AND THE ARCHITECT'S CONSULTANTS.



OWNERSHIP OF DOCUMENTS:
 THE STATEMENTS OF SERVICE BETWEEN ARE SOLELY FOR USE
 WITH RESPECT TO THIS PROJECT. WILLIAMS | PARTNERS
 SHALL BE DEEMED THE AUTHORS AND OWNERS OF THEIR
 ARCHITECTS, P.C. AND THE ARCHITECTS' CONSULTANTS
 RESPECTING THE INDEMNITIES OF SERVICE AND SHALL REMAIN
 ALL COMMON LAW STATUTORY AND OTHER RESERVED
 RIGHTS, INCLUDING COPYRIGHTS.

**IN PROGRESS:
 NOT ISSUED FOR
 CONSTRUCTION**

425 North Bigwood Drive, Ketchum, Idaho

Leone Residence Addition

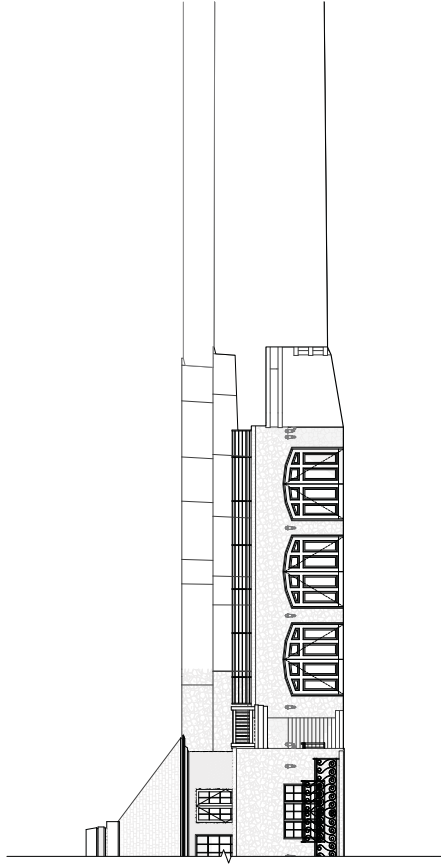
**WILLIAMS PARTNERS
 ARCHITECTS**
 1000 F.A.B. 4373
 KETCHUM, IDAHO
 83834-9000
 PHONE 208 721 6000
 FAX 208 721 6019
 WWW.WILLIAMS-PARTNERS.COM

DATE: 06/11/2020
 DESIGNED BY: JAMES W. WILLIAMS
 DRAWN BY: JAMES W. WILLIAMS
 CHECKED BY: JAMES W. WILLIAMS
 DATE: 06/11/2020
 CITY OF KETCHUM PLAN SHEET

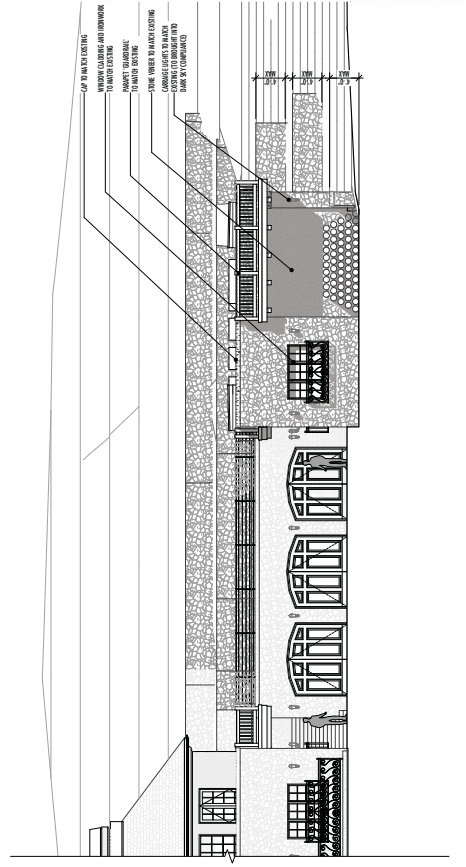
REVISIONS:
 NUMBER DATE

A 4.1

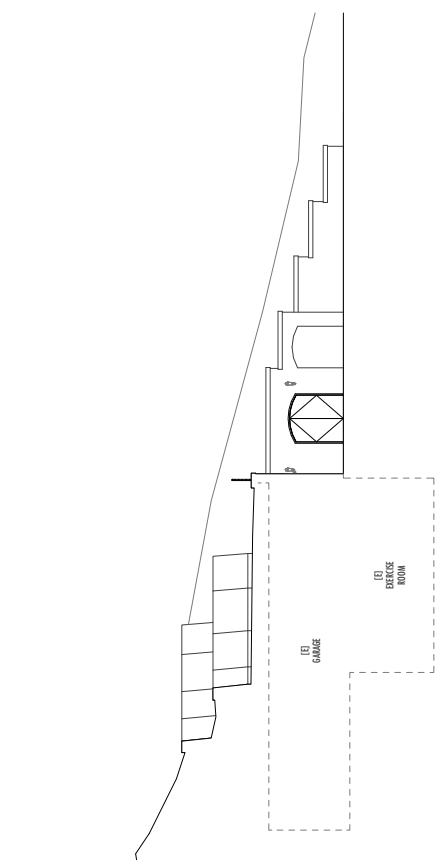
EXCISE CUTTINGS



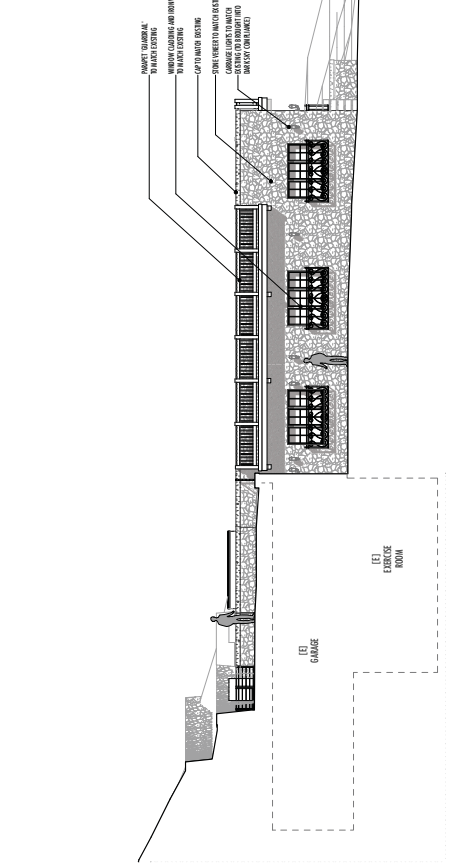
EXISTING SOUTH ELEVATION
 SCALE: 1/8" = 1'-0"



PROPOSED SOUTH ELEVATION
 SCALE: 1/8" = 1'-0"



EXISTING WEST ELEVATION
 SCALE: 1/8" = 1'-0"



PROPOSED WEST ELEVATION
 SCALE: 1/8" = 1'-0"

Y:\work\44 - BM Project\Files\Leone Residence.rvt

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**IN PROGRESS:
 NOT ISSUED FOR
 CONSTRUCTION**

425 North Bigwood Drive, Ketchum, Idaho

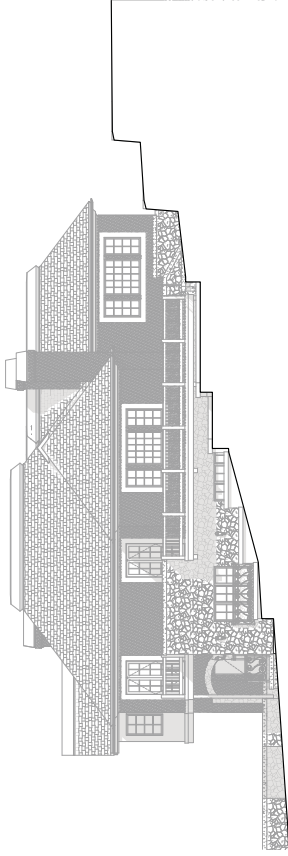
Leone Residence Addition

**WILLIAMS PARTNERS
 ARCHITECTS**
 304 N. F.B. 4373
 KETCHUM, IDAHO
 83840
 PHONE: 208.721.0030
 FAX: 208.721.0019
 WWW.WILLIAMS-PARTNERS.COM

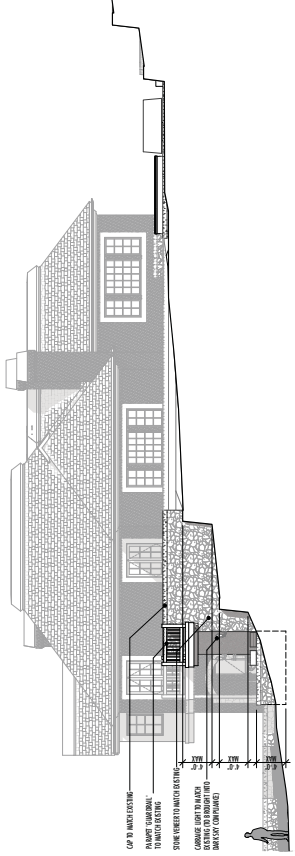
DRAWINGS
 DATE: 12/15/2020
 DESIGNED BY: JAMES W. WILLIAMS
 DRAWN BY: JAMES W. WILLIAMS
 CHECKED BY: JAMES W. WILLIAMS
 CITY OF KETCHUM PLAN SHEET

REVISIONS
 NUMBER DATE

A 4.2
 EXTERIOR ELEVATIONS



EXISTING EAST ELEVATION
 SCALE: 1/8" = 1'-0"



PROPOSED EAST ELEVATION
 SCALE: 1/8" = 1'-0"

Y:\Projects\4 - BM Project\Exterior Elevations.dwg



EXTERIOR MATERIALS TO MATCH EXISTING AS LABELED IN THE EXISTING PHOTO ABOVE

A 5.1

REVISIONS
NUMBER DATE

DATE ISSUED: 02/17/2025
DRAWN BY: JAMES W. FISHER
CHECKED BY: JAMES W. FISHER
DATE: 02/17/2025
CITY OF KETCHUM, IDAHO SHEET

WWW.WILLIAMS-PARTNERS.COM

PHONE: 208.271.0030
FAX: 208.271.0019

KETCHUM, IDAHO

WMA FABR. 0373

WILLIAMS PARTNERS
ARCHITECTS

425 North Bigwood Drive, Ketchum, Idaho

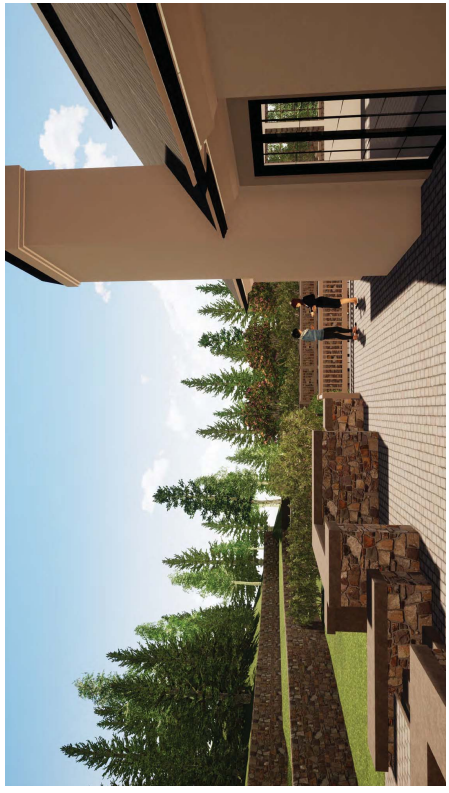
Leone Residence Addition

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VIEW LOOKING NORTHEAST TOWARDS ADDITION



VIEW FROM NORTH TERRACE



VIEW FROM DRIVEWAY APPROACH



VIEW FROM SOUTH PATIO

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**IN PROGRESS:
 NOT ISSUED FOR
 CONSTRUCTION**

425 North Bigwood Drive, Ketchum, Idaho

Leone Residence Addition

**WILLIAMS PARTNERS
 ARCHITECTS**
 1000 F.B.R. 4373
 KETCHUM, IDAHO
 83830-1900
 PHONE: 208.271.0000
 FAX: 208.271.0019
 WWW.WILLIAMS-PARTNERS.COM

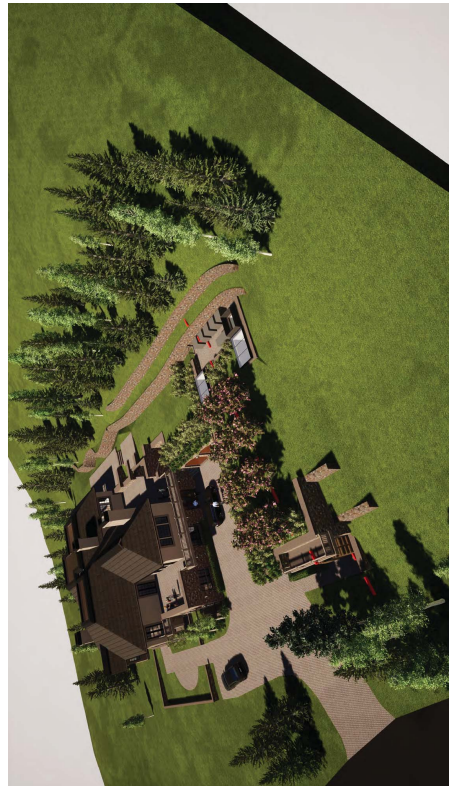
DRAWINGS:
 DATE: 06/11/2020
 USER: JMM
 PROJECT: LEONE RESIDENCE ADD
 SHEET: 021111-0000
 CITY OF KETCHUM, IDAHO SHEET

REVISIONS:
 NUMBER: _____
 DATE: _____

A 5.2

2018085

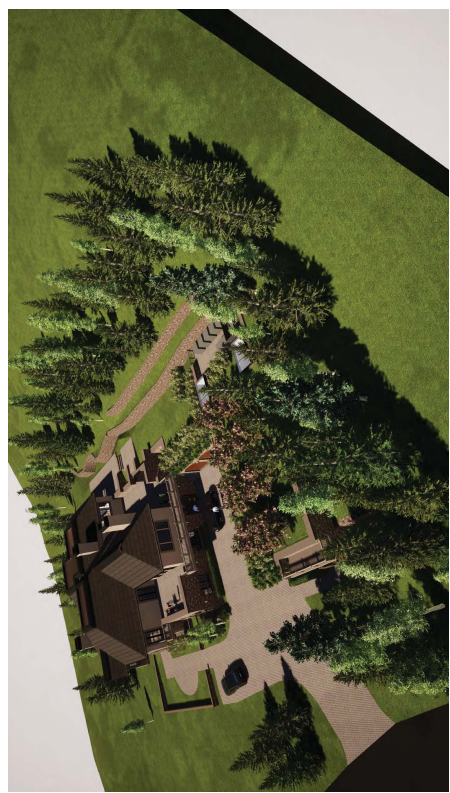
Y:\Users\JMM - BIM Project Files\Leone Residence\p1



AERIAL VIEW, WITHOUT TREES
 (RED LINE REPRESENTS EXISTING PROPERTY LINE)



VIEW FROM NEIGHBOR, WITHOUT TREES
 (RED LINE REPRESENTS EXISTING PROPERTY LINE)



AERIAL VIEW, WITH TREES



VIEW FROM NEIGHBOR, WITH TREES

CLTA LOT BOOK 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.

Countersigned by:


Authorized Countersignature

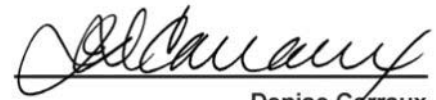
Blaine County Title, Inc.
360 Sun Valley Road
P.O. Box 3176
Ketchum, ID 83340
Agent ID: 120037

stewart
title guaranty company





Matt Morris
President and CEO



Denise Carraux
Secretary

For purposes of this form the "Stewart Title" logo featured above is the represented logo for the underwriter, Stewart Title Guaranty Company.

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File No.: 2022271

Lot Book Guarantee (6-6-92)

Page 1 of 3 of Policy Serial No.: G-0000-433966758

GUARANTEE CONDITIONS AND STIPULATIONS

1. **Definition of Terms** – The following terms when used in this Guarantee mean:
 - (a) "the Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
 - (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
 - (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
 - (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
 - (e) "date": the effective date;
2. **Exclusions from Coverage of this Guarantee** – The Company assumes no liability for loss or damage by reason of the following:
 - (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
 - (b) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water: whether or not the matters excluded by (1), (2) or (3) are shown by the public records.
 - (c) Assurances to title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A)(C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
 - (d) (1) Defects, liens, encumbrances, or adverse claims against the title, if assurances are provided as to such title, and as limited by such assurances. (2) Defects, liens, encumbrances, adverse claims or other matters (a) whether or not shown by the public records, and which are created, suffered, assumed or agreed to by one or more of the Assureds; (b) which result in no loss to the Assured; or (c) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of assurances provided.
3. **Notice of Claims 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 any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.
7. **Options to Pay or Otherwise Settle Claims; Termination of Liability** – In case of a claim under this Guarantee, the Company shall have the following additional options:
 - (a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

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File No.: 2022271

Lot Book Guarantee (6-6-92)

Page 2 of 3 of Policy Serial No.: G-0000-433966758

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 the 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 option under Paragraph 5, and the Guarantee shall be surrendered to the Company for cancellation.

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

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

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

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

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

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

9. Limitation of Liability –

- (a) If the Company establishes the title or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- (b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.
- (c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

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

11. Payment of 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, Texas 77252-2029.

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File No.: 2022271

Lot Book Guarantee (6-6-92)

Page 3 of 3 of Policy Serial No.: G-0000-433966758

**LOT BOOK GUARANTEE
SCHEDULE A**

File No.: 2022271

Guarantee No.: G-0000-433966758

Date of Guarantee: April 07, 2020 at 8:00 am

Liability: \$1,000.00

Premium: \$120.00

A. Assured:

Alpine Enterprises, Inc. and Bruce Smith, surveyor

B. Assurances, given without examination of the documents listed or referred to and only to the specifically named documents and no others:

1. Description of the land in Blaine County, Idaho:

Parcel I

Lot 14 in Block 3 of A REPLAT OF LOT 14 OF BLOCK 3, BIGWOOD SUBDIVISION NO. 2 & 3, as shown on the official plat thereof, recorded as Instrument No. 328943, records of Blaine County, Idaho.

Parcel II

Lot 12AA, Block 3 of BIGWOOD SUBD. NO. 2 & 3 : REPLAT OF Lots 12A & 10A, as shown on the official plat thereof, record as Instrument 395888, Records of Blaine County, Idaho.

2. The last recorded instrument in the public records purporting to transfer title to said land was:

Quitclaim Deed, recorded as Document No. 538139, conveying said real property to:

Douglas M. Leone and Patricia Perkins Leone, Trustees of the Leone-Perkins Family Trust UDT Dated August 26, 1999 as to Parcel I

Warranty Deed, recorded as Document No. 625955, conveying said real property to:

Andrew D. Goldman and Lisa G. Goldman, Trustees of the Andrew and Lisa Goldman Revocable Trust, dated April 14, 2006 as to Parcel II

3. That there are no mortgages or deeds of trust describing the land that have not been released or reconveyed by an instrument recorded in the public records, other than those shown below under Exceptions.

4. That there are no contracts for sales, contracts for deed, including memorandums giving notice of such contracts, attachments, tax deed recorded within the last 9 years, which purport to affect the land other than shown below under Exceptions.

C. Exceptions:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by Public Records.

2. Any facts, rights, interests, or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
3. Easements, liens, or encumbrances, or claims thereof, which are not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims, or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
7. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. Stewart makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interest that are not listed.
8. General taxes for the year 2020 and subsequent years, which are a lien due not yet payable.

Note: General taxes for the year 2019, a lien in the amount of \$31,841.48, which are paid in full. (Parcel No. RPK04260030140)

9. General taxes for the year 2019, a lien in the amount of \$38,446.62, of which the first half due December 20, 2019 are PAID and the second half are due on or before June 20, 2020. (Parcel No. RPK0426003012A)
10. Water and sewer charges of the City of Ketchum.
11. Ketchum rubbish charges billed by Clear Creek Disposal.
12. Levies and Assessments of Bigwood Property Owner's Association, Inc.
13. Bigwood Annexation, Services and Development Agreement, including the terms and provisions thereof, recorded September 18, 1985 as [Instrument No. 266738](#) and Amended as [Instrument No.'s 275667, 278163, 289789, 428370](#), records of Blaine County, Idaho.
14. Grant of Public Easements, including the terms and provisions thereof, in favor of the City of Ketchum, recorded September 18, 1985 as [Instrument No. 266742](#), records of Blaine County, Idaho.
15. Notes, Easements and Restrictions as shown on the plat of Bigwood P.U.D. Subdivision, recorded march 6, 1986 as [Instrument No. 270981](#), records of Blaine County, Idaho.

16. Terms, provisions, covenants, conditions, restrictions, easements, charges, assessments and liens (provisions, if any, based on race, color, religion, or national origin are omitted) provided in the Covenants, Conditions and Restrictions of Bigwood P.U.D. recorded March 6, 1986 as [Instrument No. 270982](#) and Amended by [Instrument No. 280213](#) and re-recorded December 30, 1986 as [Instrument No. 280561](#), Amended as [Instrument No.'s 281630, 294199, 303040, 309071, 338436, 398924, 529827](#) and [567791](#), records of Blaine County, Idaho.
17. Notes, Easements and Restrictions as shown on the plat of Bigwood Subdivision No. 2 & 3, recorded December 18, 1986 as [Instrument No. 280214](#), records of Blaine County, Idaho.
18. Terms, provisions, covenants, conditions, restrictions, easements, charges, assessments and liens (provisions, if any, based on race, color, religion, or national origin are omitted) provided in the Supplemental Amended and Restated Covenants, Conditions and Restrictions for Bigwood Subdivision No. 2 & 3 recorded December 19, 1986 as [Instrument No. 280262](#) and re-recorded December 30, 1986 as [Instrument No. 280560](#) and Amended as [Instrument No. 282765](#), records of Blaine County, Idaho.
19. Agreement to Dedicate Bigwood Water System, including the terms and provisions thereof, recorded January 27, 1988 as [Instrument No. 291967](#), records of Blaine County, Idaho.
20. Notes, Easements and Restrictions as shown on A Replat of Lot 14, Block 3, Bigwood Subdivision No. 2 & 3, recorded April 5, 1991 as [Instrument No. 328943](#), records of Blaine County, Idaho.
21. Notes, Easements and Restrictions as shown on the plat of Bigwood Subd. No. 2 & 3 : Replat of Lots 12 & 13, recorded March 5, 1996 as [Instrument No. 387672](#), records of Blaine County, Idaho.
22. Covenant and restriction, including the terms and provisions thereof, as shown in Warranty Deed from Peter Thomas, Trustee of the Peter M. and Nancy Thomas Revocable Trust Dated November 5, 1990 as grantor and Ali Fayed and Tracy Fayed, husband and wife as grantee, recorded October 28, 1996 as [Instrument No. 395887](#), records of Blaine County, Idaho.
23. Notes, Easements and Restrictions as shown on the plat of Bigwood Subd. No. 2 & 3 : Replat of Lots 12A & 10A, recorded October 28, 1996 as [Instrument No. 395888](#), records of Blaine County, Idaho.
24. Tree Trimming Agreement, including the terms and provisions thereof, recorded August 2, 2017 as [Instrument No. 645452](#), records of Blaine County, Idaho.

STG Privacy Notice Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to optout@stewart.com or fax to 1-800-335-9591.
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

SHARING PRACTICES

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> ▪ request insurance-related services ▪ provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact us: *If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1360 Post Oak Blvd., Ste. 100, Privacy Officer, Houston, Texas 77056*

Privacy Notice for California Residents

Pursuant to the California Consumer Privacy Act of 2018 ("CCPA"), Stewart Information Services Corporation and its subsidiary companies (collectively, "Stewart") are providing this **Privacy Notice for California Residents** ("CCPA Notice"). This CCPA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users and others who reside in the State of California or are considered California Residents ("consumers" or "you"). Terms used but not defined shall have the meaning ascribed to them in the CCPA.

Information Stewart Collects

Stewart collects information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer, household, or device. Most of the information that Stewart collects in the course of its regular business is already protected pursuant to the Gramm-Leach-Bliley Act (GLBA). Additionally, much of this information comes from government records or other information already in the public domain. Personal information under the CCPA does not include:

- Publicly available information from government records.
- Deidentified or aggregated consumer information.
- Certain personal information protected by other sector-specific federal or California laws, including but not limited to the Fair Credit Reporting Act (FCRA), GLBA and California Financial Information Privacy Act (FIPA).

Specifically, Stewart has collected the following categories of personal information from consumers within the last twelve (12) months:

Category	Examples	Collected?
A. Identifiers.	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.	YES
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	YES
C. Protected classification characteristics under California or federal law.	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	YES
D. Commercial information.	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	YES
E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	YES
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	YES
G. Geolocation data.	Physical location or movements.	YES
H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	YES
I. Professional or employment-related information.	Current or past job history or performance evaluations.	YES
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	YES
K. Inferences drawn from other personal information.	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	YES

Stewart obtains the categories of personal information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees or their agents (For example, realtors, lenders, attorneys, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third-parties that interact with Stewart in connection with the services we provide.

Use of Personal Information

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent in the course of your transaction (for example, a realtor or a lender). Stewart may disclose your personal information to a third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties:

- Service providers and vendors (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- Affiliated Companies
- Litigation parties and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations.
- Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information for a business purpose:

- Category A: Identifiers
- Category B: California Customer Records personal information categories
- Category C: Protected classification characteristics under California or federal law
- Category D: Commercial Information
- Category E: Biometric Information
- Category F: Internet or other similar network activity
- Category G: Geolocation data
- Category H: Sensory data
- Category I: Professional or employment-related information
- Category J: Non-public education information
- Category K: Inferences

Consumer Rights and Choices

The CCPA provides consumers (California residents) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

Deletion Request Rights

You have the right to request that Stewart delete any of your personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 *seq.*).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

Exercising Access, Data Portability, and Deletion Rights

To exercise the access, data portability, and deletion rights described above, please submit a verifiable consumer request to us either:

- Calling us Toll Free at 1-866-571-9270
- Emailing us at Privacyrequest@stewart.com
- Visiting <http://stewart.com/ccpa>

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Changes to Our Privacy Notice

Stewart reserves the right to amend this privacy notice at our discretion and at any time. When we make changes to this privacy notice, we will post the updated notice on Stewart's website and update the notice's effective date. **Your continued use of Stewart's website following the posting of changes constitutes your acceptance of such changes.**

Contact Information

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described here, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270

Website: <http://stewart.com/ccpa>

Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation
Attn: Mary Thomas, Deputy Chief Compliance Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056

RECORDING REQUESTED BY and
WHEN RECORDED, RETURN TO:
Laurie-Ann D. Look, Esq.
WILSON SONSINI GOODRICH & ROSATI
650 Page Mill Road
Palo Alto, CA 94304-1050

MAIL TAX STATEMENTS TO GRANTEE AS FOLLOWS:
Douglas M. Leone & Patricia Perkins Leone, Trustees
90 Queens Court
Atherton, CA 94027

Instrument # 538139

HAILEY, BLAINE, IDAHO

2006-08-03

01:12:00 No. of Pages: 2

Recorded for : WILSON SONSINI GOODRICH & ROSATI

MARSHA RIEMANN

Fee: 6.00

Ex-Officio Recorder Deputy

Index to: CORRECTION DEED

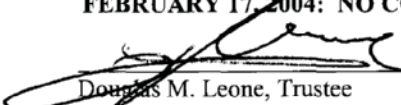


Quitclaim Deed

The undersigned Grantor(s) declare(s) under penalty of perjury that the following is true and correct:

Documentary transfer tax is \$0.00

**CORRECTION DEED TO REFLECT PROPER VESTING IN REAL
PROPERTY ASSOCIATED WITH PREVIOUSLY RECORDED
QUITCLAIM DEED INSTRUMENT NUMBER 499184 RECORDED ON
FEBRUARY 17, 2004: NO CONSIDERATION.**



Douglas M. Leone, Trustee

- computed on full value of property conveyed, or
- computed on full value less value of liens and encumbrances remaining at time of sale.
- Unincorporated area: City of _____, and

**FOR NO CONSIDERATION, DOUGLAS M. LEONE AND PATRICIA PERKINS LEONE, TRUSTEES OF THE
PERKINS-LEONE FAMILY TRUST DATED AUGUST 26, 1999, as Grantor,**

do hereby REMISE, RELEASE AND FOREVER QUITCLAIM TO DOUGLAS M. LEONE AND PATRICIA PERKINS
LEONE, TRUSTEES OF THE LEONE-PERKINS FAMILY TRUST UDT DATED AUGUST 26, 1999, as Grantee,
whose mailing address is reflected above,

all of the following described real property in the City of Ketchum, County of Blaine, State of Idaho:

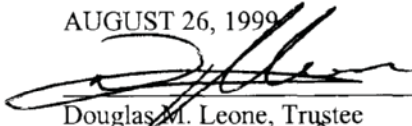
LOT 14 IN BLOCK 3 OF A REPLAT OF LOT 14 OF BLOCK 2 OF BIGWOOD SUBDIVISION NO. 2 & 3, ACCORDING
TO THE OFFICIAL PLAT THEREOF, RECORDED AS INSTRUMENT NO. 328943, RECORDS OF BLAINE COUNTY,
IDAHO.

A.P.N. RPK04260030140A

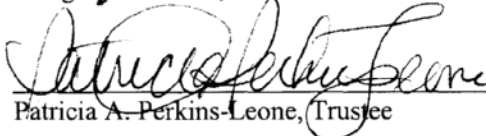
Dated

7/14/06

LEONE-PERKINS FAMILY TRUST UDT DATED
AUGUST 26, 1999



Douglas M. Leone, Trustee



Patricia A. Perkins-Leone, Trustee

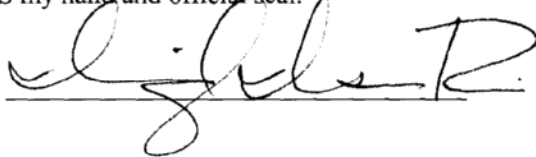
NOTARY ACKNOWLEDGEMENT ON PAGE 2

State of California

County of San Mateo

On July 14th, 2006, before me, Ingrid Ise Robinson, Notary Public, personally appeared Douglas M. Leone and Patricia A. Perkins-Leone, personally known to me ~~(or proved to me on the basis of satisfactory evidence)~~ to be the persons whose names are subscribed to the within instrument, and they acknowledged to me that they executed the same in their authorized capacities and that by their signatures on the instrument, the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Signature 



Instrument # 625955

HAILEY, BLAINE, IDAHO
04-20-2015 1:23:20 PM No. of Pages: 2
Recorded for: BLAINE COUNTY TITLE
JOLYNN DRAGE Fee: \$13.00
Ex-Officio Recorder Deputy: JB
Electronically Recorded by Simplifile



WARRANTY DEED

FOR VALUE RECEIVED

Aneel Bhusri, a married man as his sole and separate property

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

Andrew D. Goldman and Lisa G. Goldman, trustees of the Andrew and Lisa Goldman Revocable Trust, dated April 14, 2006

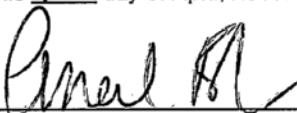
GRANTEE(S) whose current address is: 16469 Shadow Mountain Dr, Pacific Palisades, CA

the following described premises, to-wit:

Lot 12AA, Block 3 of BIGWOOD SUBD. NO. 2 & 3 : REPLAT OF Lots 12A & 10A, according to the official plat thereof, record as Instrument 395888, Records of Blaine County, Idaho.

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 encumbrances and that the Grantor will warrant and defend the same from all lawful claims whatsoever

Dated this 13th day of April, 2015.

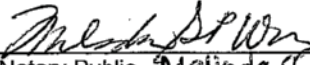


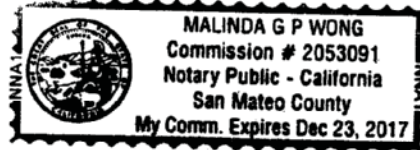
Aneel Bhusri

State of California
County of San Mateo

On this 13 day of April, 2015, before me, the undersigned, a Notary Public, in and for said State, personally appeared Aneel Bhusri, known to me and/or identified to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

WITNESS MY HAND AND OFFICIAL SEAL


Notary Public Malinda G. P. Wong
Residing at: California County, San Mateo
My Commission Expires: 12-23-2017



A RESUBDIVISION OF

BLOCKS 2A, 2B, 3A, 3B, BIGWOOD PUD. SUBDIVISION

LOCATED IN

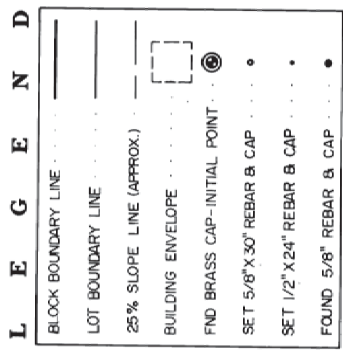
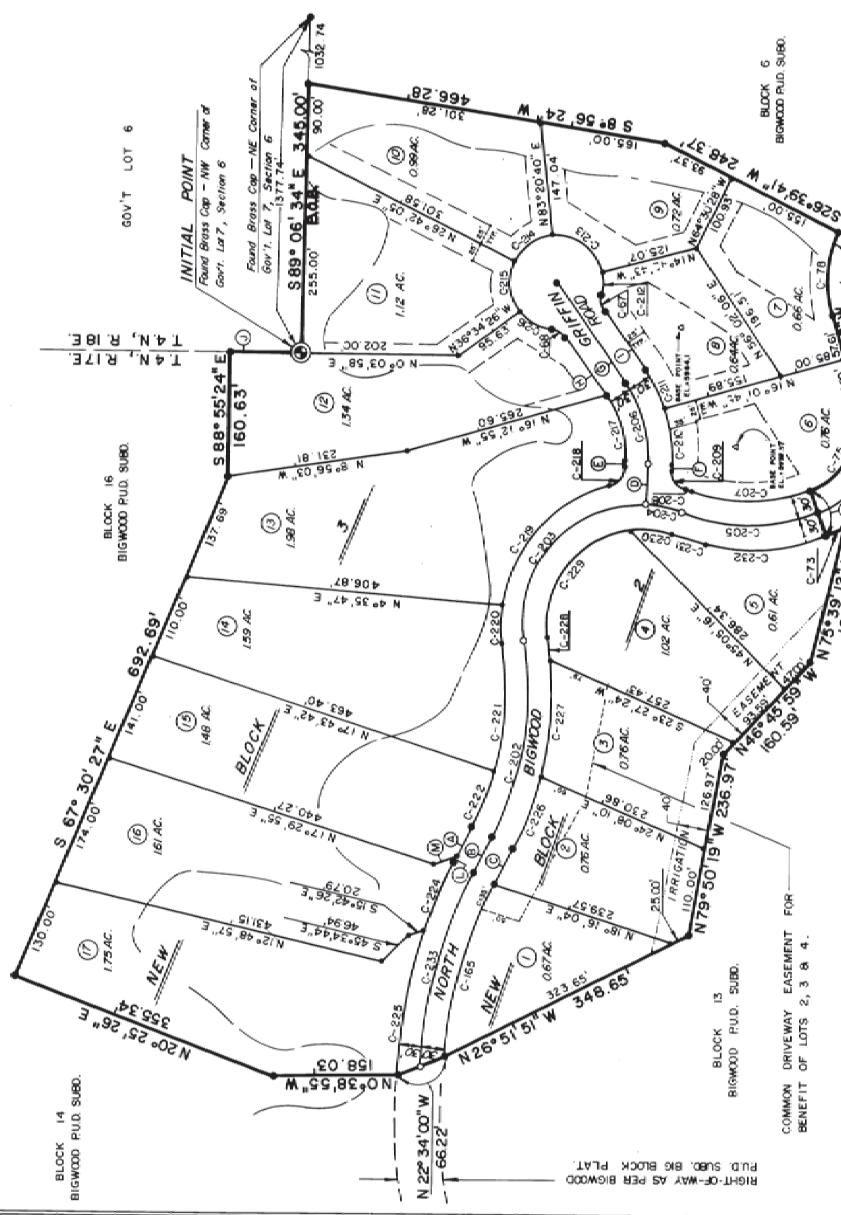
GOV'T LOT 7, SECTION 6, T. 4 N., R. 18 E., B.M.

AND

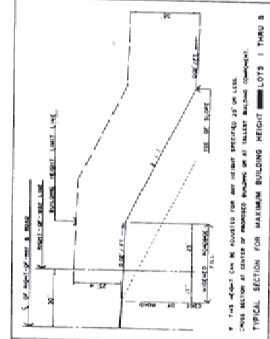
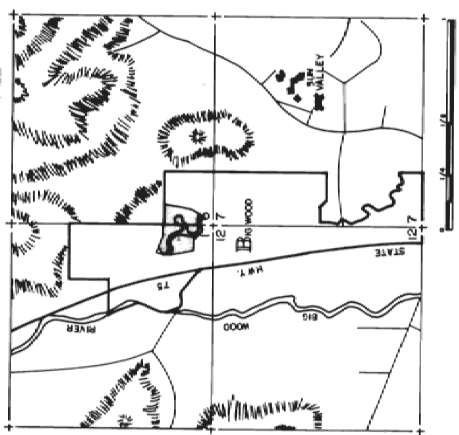
SE 4, SECTION 1, T. 4 N., R. 17 E., B.M.

BLAINE COUNTY, IDAHO

1986



VICINITY SKETCH



BEARING	DISTANCE	BEARING	DISTANCE
A S 62° 54' 59" E	43.64'	L S 62° 54' 59" E	9.50'
B "	53.14'	M S 22° 49' 56" E	30.48'
C "	"		
D S 67° 46' 16" E	52.25'		
E "	4.76'		
F "	"		
G N 54° 48' 5" E	153.63'		
H "	88.82'		
I "	"		
J S 00° 03' 58" W	90.00'		
K S 69° 32' 03" W	60.00'		

N O T E S

1. The real property contained within this plat is subject to the Annexation, Services, and Development Agreement recorded as Instrument No. 266738 on the 10th day of June, 2003, between the Blaine County Recorder, Halley, Idaho, and subsequent amendments thereto. The owners, purchasers, heirs, successors and assigns of the property or any portion thereof are subject thereto including but not limited to the payment of certain obligations and the payment of certain taxes as set forth therein. The City of Ketchum shall not be responsible for construction of sewer lines, water lines, fire hydrant system, or other improvements shown on or necessary for the use or development of lots shown on this plat. Until all of said improvements are constructed, use, development or construction upon said lots may be prohibited or limited.
2. All public easements are hereby granted to the City of Ketchum.
3. The only construction in areas where the natural slope exceeds 25 percent is limited to public utilities.
4. There shall be a 10 foot wide utility easement centered on all lot lines and adjacent to all street boundaries.
5. The building envelope for each lot, except those lots with a designated building envelope, shall be all that area enclosed by a 25 foot setback from the front and rear lot line and side setbacks specified hereafter, but shall not encroach into any area with a slope greater than 25 percent.
6. The exact location of the 25 percent slope line shall be field determined prior to the issuance of a building permit.
7. Side setbacks for lots 2, 3, 4, 13 and 15, and the interior boundary on Lot 17 shall be a minimum of 30 feet, and all other side setbacks, including exterior boundary of Lot 1 and 17, shall be 15 feet.
8. The building envelopes shown for Lots 6 through 12 may be rotated about the center pivot point. The center pivot point is fixed and shall not be moved.
9. Lot 7 of new Block 3 contains no water or sewer service as of time of platting.
10. An unobstructed 20 foot wide access road and turnaround shall be provided prior to building on Lots 3 and 4. Construction shall meet the requirements of Ketchum Fire Department.

CURVE	CURVE			DATA		
	DELTA	RADIUS	ARC	CHORD	TAN	L.C.B.
C-67	49° 40' 47"	25.00'	21.68'	21.00'	11.57'	N 79° 38' 39" E
C-68	49° 40' 47"	25.00'	21.68'	21.00'	11.57'	N 29° 57' 30" E
C-73	10° 59' 08"	96.71'	37.05'	30.00'	15.07'	S 29° 57' 30" E
C-75	89° 54' 01"	96.71'	144.98'	131.76'	90.02'	N 63° 28' 57" W
C-78	39° 59' 23"	155.00'	108.18'	106.00'	56.40'	N 86° 22' 16" W
C-185	23° 14' 38"	570.00'	23.24'	22.966'	117.23'	N 74° 32' 18" W
C-202	36° 49' 37"	400.00'	257.04'	252.64'	133.85'	S 81° 19' 33" E
C-203	101° 55' 48"	150.00'	266.85'	233.03'	185.00'	S 46° 46' 12" E
C-204	18° 01' 37"	150.00'	47.19'	47.00'	23.79'	S 11° 12' 30" W
C-205	40° 41' 16"	250.00'	177.53'	173.83'	92.70'	S 0° 07' 19" E
C-206	37° 23' 27"	170.38'	111.19'	109.22'	57.65'	N 73° 29' 56" E
C-207	40° 41' 16"	220.00'	156.23'	152.97'	81.57'	S 0° 07' 19" E
C-208	02° 27' 51"	180.00'	7.74'	7.74'	3.87'	S 16° 59' 23" W
C-209	74° 26' 14"	25.00'	32.48'	30.24'	18.99'	S 54° 56' 35" W
C-210	21° 02' 12"	200.38'	73.57'	73.16'	37.80'	S 81° 40' 36" W
C-211	16° 21' 15"	200.38'	57.19'	57.00'	28.79'	S 62° 56' 52" W
C-212	29° 11' 46"	60.00'	30.57'	30.24'	15.63'	S 69° 53' 09" W
C-213	81° 56' 37"	60.00'	85.81'	78.68'	52.11'	S 34° 18' 58" W
C-214	56° 38' 35"	60.00'	59.32'	56.33'	32.34'	S 54° 56' 38" E
C-215	63° 16' 3"	60.00'	66.26'	62.95'	36.37'	N 85° 03' 49" E
C-216	48° 18' 06"	60.00'	50.68'	49.10'	26.93'	N 29° 16' 31" E
C-217	37° 23' 27"	140.38'	91.61'	89.99'	47.50'	N 73° 29' 56" E
C-218	74° 26' 14"	25.00'	32.48'	30.24'	18.99'	S 54° 56' 35" E
C-219	70° 24' 01"	180.00'	221.17'	207.52'	126.96'	S 50° 35' 11" E
C-220	15° 39' 05"	180.00'	50.16'	50.00'	25.25'	N 88° 14' 55" E
C-221	29° 01' 44"	370.00'	161.63'	160.35'	82.13'	S 87° 13' 14" E
C-222	18° 41' 23"	370.00'	76.13'	76.00'	38.20'	S 68° 48' 41" E
C-223	0° 57' 17"	630.00'	11.50'	10.50'	5.25'	S 72° 33' 38" E
C-224	8° 42' 32"	630.00'	95.76'	95.67'	47.87'	S 67° 16' 15" E
C-225	17° 12' 52"	630.00'	189.28'	188.57'	95.36'	N 80° 13' 57" W
C-226	13° 03' 23"	430.00'	98.10'	97.79'	49.21'	N 69° 26' 46" W
C-227	19° 49' 05"	450.00'	148.74'	148.00'	75.12'	N 85° 53' 03" W
C-228	3° 56' 29"	450.00'	24.98'	24.97'	14.85'	S 85° 14' 17" W
C-229	9° 59' 13"	120.00'	192.66'	172.62'	124.24'	N 53° 44' 21" W
C-230	27° 18' 12"	120.00'	58.58'	58.00'	29.89'	N 6° 14' 18" E
C-231	9° 01' 13"	280.00'	44.04'	44.04'	22.03'	N 15° 42' 42" E
C-232	31° 40' 05"	280.00'	154.76'	154.76'	79.41'	N 4° 37' 56" W
C-233	24° 39' 28"	600.00'	258.22'	256.23'	131.14'	S 75° 14' 43" E

CERTIFICATE OF OWNERS

This is to certify that the undersigned are the owners or their representatives, in fee simple of the following described prop- erty located in Section 6, Township 4 North, Range 10 East, Boise Meridian and Section 1, Township 4 North, Range 17 East, Boise Meridian, Blaine County, Idaho. Said property more specifically described as follows: Commencing at the Northeast corner of Gov't Lot 7, Section 6, Township 4 North, Range 10 East, Boise Meridian. Thence N 89° 06' 34" W, 1377.74 feet to the Northwest corner of said Lot 7 which is the INITIAL POINT Thence S 89° 06' 34" E, 345.00' Thence S 73° 38' 03" W, 112.61' Thence along a curve C = 73 Thence N 73° 38' 03" W, 60.00' Thence N 75° 39' 12" W, 181.44' Thence N 26° 51' 51" W, 348.65' Thence N 20° 23' 26" E, 355.34' Thence S 67° 30' 27" E, 692.69' Thence S 68° 55' 24" E, 160.63' to the INITIAL POINT.

The net area contained in this plat as described is 20.51 acres. If it is the intention of the undersigned to and their heirs, assigns and bond in this plat, that the undersigned by these presents certify that North Bigwood Drive, and Beiler Court shown hereon to be the right to use a said easement for the purposes forever. No structure other than for such utility and other designated uses are to be erected within the lines of said easements. Protective Covenants governing this Subdivision are recorded under County Recorder Instru- ment No. 2123-311.

SEABOARD IDAHO INCORPORATED Brian McCoy - President Cleveland Patterson - Secretary

IN WITNESS WHEREOF, as holders of security interests we hereby subscribe to the foregoing owner's cer- tificate, and hereunto set our hand this 10th day of October, 1966.

Paul S. Street, Assistant Secretary of Neilson, Monroe, Inc. - General Partner of River Rock Ltd. by John Gorsky, Attorney in Fact Gerald Seiffert - Mayor of The City of Hatchum First Security Bank of Idaho, N.A. by Roger E. Jappesan Vice President and Attorney in Fact Robert A. & Patricia D. Gwinmer by Station Loggis - Attorney in Fact

ACKNOWLEDGEMENT

STATE OF Idaho) ss COUNTY OF Teton) ss On this 23rd day of November, 1966, before me, the undersigned, a Notary Public in and for said State, personally appeared Brian McCoy, and Cleveland Patterson, known to me to be the President and Secretary, respectively, of Seaboard Idaho Inc., an Idaho Corporation, and acknowledged to me that the Corpora- tion executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this Certi- ficate first above written.



Brian McCoy Notary Public Residing at

ACKNOWLEDGEMENT

STATE OF IDAHO) ss COUNTY OF Blaine) ss On this 18th day of December, 1966, before me, the undersigned, a Notary Public in and for said State, personally appeared John Gorsky, known to me to be the person whose name is subscribed to the within River Rock Ltd. and acknowledged to me that he subscribed the names of Principal and his own name as Attorney in Fact for said partnership. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Helen V. Campbell Notary Public for Residing at

ACKNOWLEDGEMENT

STATE OF IDAHO) ss COUNTY OF Blaine) ss On this 15th day of December, 1966, before me, the undersigned, a Notary Public in and for said State, personally appeared Gerald Seiffert known to me to be the Mayor of The City of Hatchum, Idaho, and acknowledged to me that the City executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Gerald Seiffert Mayor of The City of Hatchum, Idaho Residing at

ACKNOWLEDGEMENT

STATE OF Idaho) ss COUNTY OF Blaine) ss On this 19th day of November, 1966, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared Station Loggis, known to me to be the first Security Bank of Idaho, N.A., and acknowledged to me that he subscribed his own name as Vice President and Attorney in Fact for said organization.



Station Loggis Vice President and Attorney in Fact for said organization Residing at

ACKNOWLEDGEMENT

STATE OF Idaho) ss COUNTY OF Blaine) ss On this 24th day of December, 1966, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared Station Loggis, known to me to be the person whose name is subscribed to the within instrument as Attorney in Fact, for Robert A. & Patricia D. Gwinmer, and acknowledged to me that he subscribed the names of said individuals as principal and his own name as Attorney in Fact for said individuals.



Station Loggis Attorney in Fact for said individuals Residing at

CERTIFICATE OF SURVEYOR

This is to certify that I, Roger A. Kruger, a Registered Land Surveyor in the State of Idaho, made the Survey of land as described in the Certificate of Owners and designated hereon as Bigwood Subdivision and that this plat is a true and accurate representation of said survey as made and stated under my supervision and direction.



ACKNOWLEDGEMENT

STATE OF IDAHO, 1986, before me, a Notary Public in and for the State of Idaho, COUNTY OF BLAINE, known to me to be the person whose name is subscribed to the above Certificate of Survey, 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 in this certificate first above written. My Commission expires 1/1/87.

Berky S. Mowcomb
Notary Public in and for the State of Idaho



CITY ENGINEER'S CERTIFICATE

This is to certify that the undersigned, a Registered Professional Engineer in the State of Idaho, has checked the foregoing plat and computations for making the same and has determined that they comply with the laws of the State of Idaho and ordinances of the City of Ketchum.



CITY OF KETCHUM

The accompanying plat of Bigwood Subdivision is hereby approved by the City of Ketchum, Idaho, by resolution adopted this 14th day of December, 1986.

Ray C. Clark
City Clerk



Mayor

COUNTY ENGINEER'S CERTIFICATE

This is to certify that the undersigned has checked the foregoing plat and computations for making the same and has determined that they comply with the laws of the State of Idaho and the County of Blaine related hereto



COUNTY TREASURER'S CERTIFICATE

The foregoing plat has been accepted and approved by the County Treasurer of Blaine County, Idaho, this 14th day of December, 1986.

Debra J. Spencer
Blaine County Treasurer

COUNTY RECORDERS CERTIFICATE

Instrument No. 280241
STATE OF IDAHO)
COUNTY OF BLAINE)
This is to certify that the foregoing plat was filed for record in the office of the recorder of Blaine County, Idaho on this 18 day of Dec., 1986, at _____ M., and duly recorded in plat book at page 1030241
Doraine D. Dutton
Ex. Office Recorder

PLANNING & ZONING COMMISSION ACCEPTANCE

The foregoing plat was duly accepted and approved by the City of Ketchum Planning and Zoning Commission on this 11th day of December, 1986

Chairman: Gordon K. Williams

SANITARY RESTRICTION

*SANITARY RESTRICTION IN
PLAT UNDER TITLE 60,
CHAPTER 15, IDAHO CODE*

CERTIFICATE OF SURVEYOR

This is to certify that I, Roger A. Kruger, a Registered Land Surveyor in the State of Idaho, made the Survey of land as described in the Certificate of Owners and designated hereon as Bigwood Subdivision and that this plot is a true and accurate representation of said survey as made and staked under my supervision and direction.



ACKNOWLEDGEMENT

STATE OF IDAHO, 1988, before me, a Notary Public in and for the State of Idaho, personally appeared ROGER A. KRUGER, known to me to be the person whose name is subscribed to the above Certificate of Surveyor 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 in this certificate first above written. My Commission expires 1/1/88.

Notary Public in and for the State of Idaho
Bobby S. Newcomb



CITY ENGINEER'S CERTIFICATE

This is to certify that the undersigned, a Registered Professional Engineer in the State of Idaho, has checked the foregoing plat and computations for making the same and has determined that they comply with the laws of the State of Idaho and ordinances of the City of Ketchum.

John A. Beck
City Engineer



CITY OF KETCHUM

The accompanying plat of Bigwood Subdivision is hereby approved by the City of Ketchum, Idaho, by resolution adopted this 13th day of December, 1988.

Steve S. Smith
Mayor



COUNTY ENGINEER'S CERTIFICATE

This is to certify that the undersigned has checked the foregoing plat and computations for making the same and has determined that they comply with the laws of the State of Idaho and the County of Blaine related laws.



COUNTY TREASURER'S CERTIFICATE

The foregoing plat has been accepted and approved by the County Treasurer of Blaine County, Idaho, this 19th day of December, 1988.

Blaindy Spencer
Blaine County Treasurer

COUNTY RECORDERS CERTIFICATE

Instrument No. 280,114
STATE OF IDAHO
COUNTY OF BLAINE
This is to certify that the foregoing plat was filed for record in the office of the recorder of Blaine County, Idaho on this 18th day of December, 1988, at 4:33 P.M. and duly recorded in plat book at page 18.

Maury Green
County Recorder

4/12.00

PLANNING & ZONING COMMISSION ACCEPTANCE

The foregoing plat was duly accepted and approved by the City of Ketchum Planning and Zoning Commission on the 11th day of December, 1988.

John A. Beck
Chairman

SANITARY RESTRICTION

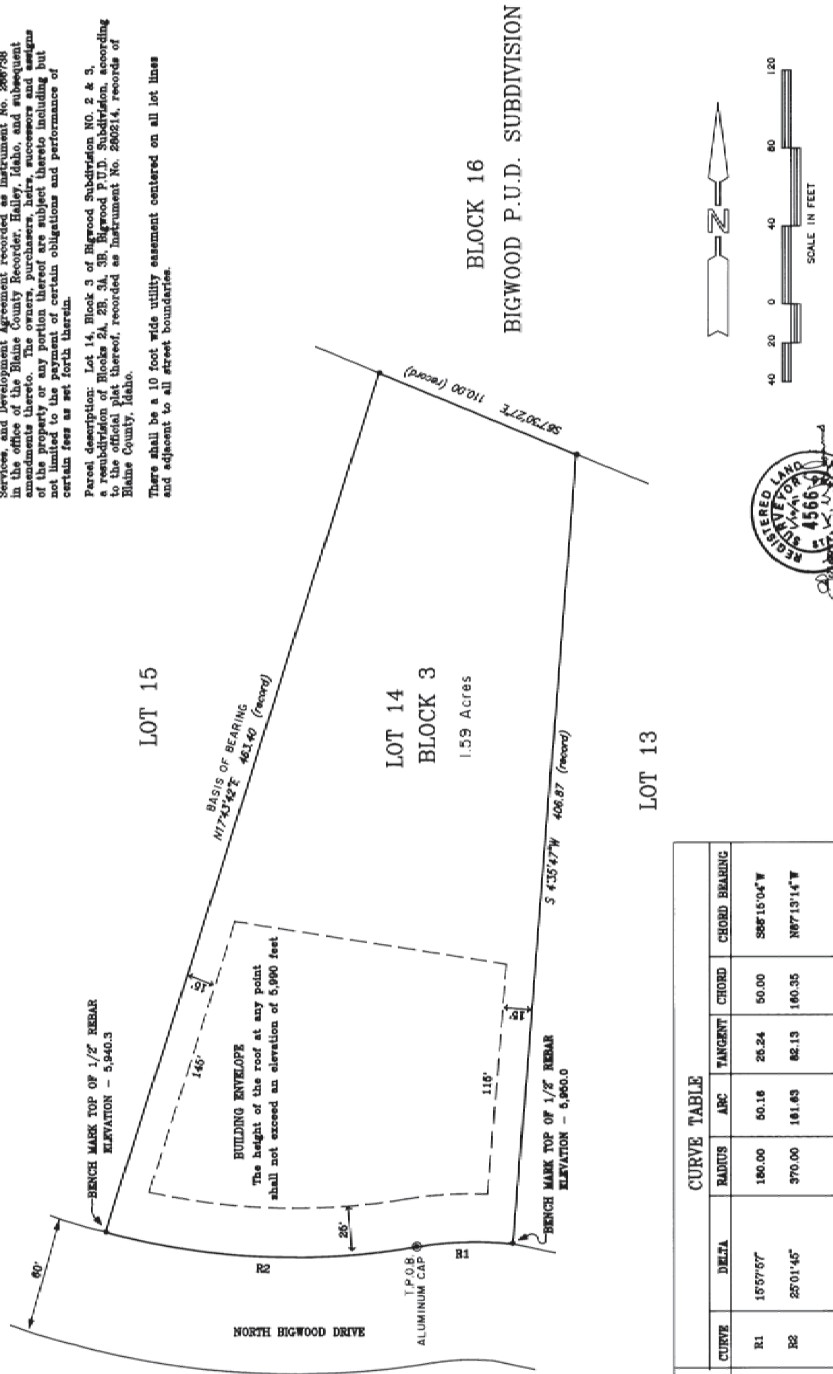
SANITARY RESTRICTION IS
PAGE THREE OF
CHAPTER 19, ZONING CODE

REPLAT OF LOT 14, BLOCK 3, BIGWOOD SUBDIVISION NO. 2 & 3 LOCATED IN SECTION 1, T4N, R17E, B.M., KETCHUM, BLAINE COUNTY, IDAHO

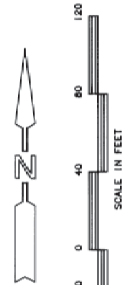
A REPLAT OF LOT 14, BLOCK 3 IN WHICH THE BUILDING ENVELOPE IS ALTERED
NOVEMBER 1990

NOTES

Elevations shown hereon are based on random datum.
The real property contained within this plat is subject to the Amalgamation Services and Development Agreement recorded as Instrument No. 2007298 in the office of the Blaine County Recorder, Hailey, Idaho, and subsequent amendments thereto. The owners, purchasers, heirs, successors and assigns of the property or any portion thereof are subject hereto including but not limited to certain obligations and performance of certain fees as set forth therein.
Parcel description: Lot 14, Block 3 of Bigwood Subdivision No. 2 & 3, Blaine County, Idaho, as shown on the official plat recorded as Instrument No. 200214, records of Blaine County, Idaho.
There shall be a 10 foot wide utility easement centered on all lot lines and adjacent to all street boundaries.



LEGEND	CURVE TABLE						
	CURVE	DELTA	RADIUS	ARC	TANGENT	CHORD	CHORD BEARING
• 1/2 REBAR FOUND	B1	157°07'	180.00	50.16	25.24	50.00	S88°15'04"W
--- BUILDING ENVELOPE LIMIT	B2	25°01'45"	370.00	161.63	82.13	160.35	N87°13'14"W



REPLAT OF LOT 14, BLOCK 3, BIGWOOD SUBDIVISION NO. 2 & 3

OWNERS CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS that **BOYD H. GRAVES** and **HALLA T. GRAVES**, husband and wife, do hereby certify that they are the owners of a certain parcel of land described as follows:

Lot 14, Block 3 of Bigwood Subdivision No. 2 & 3, a reambodivision of Blocks 2A, 2B, 3A, 3B, Bigwood P.U.D. Subdivision, according to the official plat thereof, recorded as Instrument No. 280214, records of Blaine County, Idaho.

The above described real property contains 1.99 acres.

It is the intention of the undersigned to and they do hereby include said land in this plat.

IN WITNESS WHEREOF, I have hereunto set my hand.

Boyd H. Graves
BOYD H. GRAVES
Signed this 2nd day of April, 1991.

Halla T. Graves
HALLA T. GRAVES
Signed this 2nd day of April, 1991.

ACKNOWLEDGEMENT

STATE OF IDAHOO
COUNTY OF BLAINE

On this 2nd day of April, 1991, before me, the undersigned, a Notary Public for said State, personally appeared **BOYD H. GRAVES** and **HALLA T. GRAVES**, known to me to be the persons whose names are subscribed to the within instruments, and acknowledged to me that they executed the same.

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

My commission expires 9/28/95
John W. Williams
Notary Public



SURVEYOR'S CERTIFICATE

I, **GORDON K. WILLIAMS**, a duly Registered Land Surveyor in the State of Idaho, do hereby certify that this is a true and accurate map of the land surveyed under my name and that the location of the lots as definitely been established and perpetuated in strict accordance with the laws of Idaho Code relating to plats and surveys.



Gordon K. Williams

CITY ENGINEER'S APPROVAL

I, Kathleen F. Koenig, City Engineer for Ketchum, Idaho do hereby approve the foregoing plat.



BY _____

COUNTY SURVEYOR'S APPROVAL

This is to certify that I, **Jim W. Koonce**, County Surveyor for Blaine County, Idaho, have checked the foregoing plat and computations for making the same and determine that the same conform with the laws of the State of Idaho relating thereto.



Jim W. Koonce

KETCHUM CITY COUNCIL'S APPROVAL

I, Richard W. C., City Clerk in and for the City of Ketchum, do hereby certify that the foregoing plat was duly approved and accepted according to Ketchum Subdivision Ordinance 318.

By: Richard W. C.



BLAINE COUNTY TREASURER'S CERTIFICATE

On this 2nd day of April, 1991, the foregoing plat was approved and accepted by the Blaine County Treasurer, Blaine County, Idaho.

By: Mailep Lanier by Diane C. Baird

COUNTY RECORDER'S CERTIFICATE

I hereby certify that this instrument was filed at the request of Diane C. Baird on this 2nd day of April, 1991, A.D., in my office and duly recorded in book 387 of Plats at page 387-43. Fee: \$ 11.00

By: Mary Ellen by Rose Steneth

C. Draft Findings of Fact, Conclusions of Law, and Decision



City of Ketchum
Planning & Building

IN RE:)
)
 Leone/Goldman Lot Line Shift) KETCHUM CITY COUNCIL
 Lot Line Shift Preliminary Plat) FINDINGS OF FACT, CONCLUSIONS OF LAW, AND
 Date: May 19, 2020) DECISION
)
 File Number: 19-141)

PROJECT: Leone/Goldman Lot Line Shift

FILE NUMBER: P20-029

REPRESENTATIVE: Bruce Smith, Alpine Enterprises Inc.

OWNER: Douglas M. Leone, Leone Trustees (425 N. Bigwood Dr.) and Andrew and Lisa Goldman, Trustees (115 Griffin Ct.)

REQUEST: Readjustment of lot lines, building envelope amendment for 425 N. Bigwood Drive, and waiver for building envelope encroachment into area of 25% slope

LOCATION: 425 N. Bigwood Drive (BIGWOOD SUB #2-3 LOT 14 BLK 3) and 115 Griffin Court (BIGWOOD SUB #2-3 AM LOT 12AA BLK 3)

ZONING: Short Term Occupancy - One Acre District (STO-1)

OVERLAY: None

NOTICE: Public hearing was held with the Planning and Zoning Commission on May 19, 2020; Notice was mailed to properties within a 300 ft radius of the subject property and all political subdivisions on April 29th, 2020. Notice was published in the April 29th, 2020 edition of the Idaho Mountain Express.

FINDINGS OF FACT

1. On May 19th, 2020, the Planning and Zoning Commission considered the readjustment of lot lines, building envelope amendment, and waiver request and recommended approval to City Council.
2. The subject properties are located in the STO-1 zoning district.
3. The proposed readjusted lots will meet all required zoning and dimensional standards. The request to amend the building envelope to encroach into additional area of 25% slope is warranted due Findings of Fact detailed in Tables 2 and 3.

Table 1: City Department Comments

City Department Comments			
Compliant			City Standards and <i>City Department Comments</i>
Yes	No	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Fire: No comment.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	City Engineer and Streets Department: 1. See Plat Preliminary Plat Review Check list attached to the May 19, 2020 staff report and included in the record. Of note: Curve & Line Table needs to be added to the plat. 2. Trees need to be removed from ROW
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Utilities: No comment.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Building: No comment.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Planning and Zoning: Comments are denoted throughout the Findings.

Table 2: Building Envelope Standards

16.04.040.F				
Compliant			Standards and Findings	
Yes	No	N/A	City Code	City Standards and Findings
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.F.2	<p>2. Whenever a proposed subdivision contains lot(s), in whole or in part, within the floodplain, or which contains land with a slope in excess of twenty five percent (25%), based upon natural contours, or creates corner lots at the intersection of two (2) or more streets, building envelopes shall be shown for the lot(s) so affected on the preliminary and final plats.</p> <p>The building envelopes shall be located in a manner designed to promote harmonious development of structures, minimize congestion of structures, and provide open space and solar access for each lot and structure. Also, building envelopes shall be located to promote access to the lots and maintenance of public utilities, to minimize cut and fill for roads and building foundations, and minimize adverse impact upon environment, watercourses and topographical features.</p> <p>Structures may only be built on buildable lots. Lots shall only be created that meet the definition of "lot, buildable" in section 16.04.020 of this chapter.</p> <p>Building envelopes shall be established outside of hillsides of twenty five percent (25%) and greater and outside of the floodway. A waiver to this standard may only be considered for the following:</p>

			Findings	<p>Both existing lots contain slopes exceeding 25% and have had platted building envelopes since the original platting of the subdivision as is required by the first portion of this standard.</p> <p>The existing building envelope, including the existing encroachment into an area of 25% or greater slope, facilitated harmonious development of the existing residence: the residence is located on the flattest portion of the lot, closest to the street. This siting of the residence maximizes the upslope open space of the parcel and minimized cut and fill needed for the foundation. Impact to the topography of the site has also been minimized by the placement of the existing structure.</p> <p>In 1990 the building envelope for Lot 14 was amended by a previous property owner to allow partial encroachment into an area containing slopes in excess of 25%. The property owners of 425 N. Bigwood are now requesting a minor expansion (relative to the size of the existing structure and proposed addition) of the encroachment into the 25% sloped area subject to 16.04.040.F.2.b below; see below for more detail.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.F.2.a	a. For lot line shifts of parcels that are entirely within slopes of twenty five percent (25%) or greater to create a reasonable building envelope, and mountain overlay design review standards and all other city requirements are met.
			Findings	N/A. The subject property is not eligible for, or seeking, this waiver.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.F.2.b	b. For small, isolated pockets of twenty five percent (25%) or greater that are found to be in compliance with the purposes and standards of the mountain overlay district and this section.

			<p>Findings</p> <p>The proposed building envelope amendment is to accommodate 911 square feet of the proposed 2,398 square foot addition. The existing residence is harmoniously integrated into the site, with the existing garage and an existing storage area partially buried into the slope of the hillside.</p> <p>Included with the waiver request are design drawings for the proposed addition, including the site plan and landscaping plans. The proposed addition will be integrated into the site topography with the roof of the addition covered by earth and landscaped.</p> <p>The proposed building envelope amendment allows the expansion of the existing residence to occur by integrating the addition deeper into the site rather than expanding the mass of the building laterally/horizontally.</p> <p>Although the site is not located within the Mountain Overlay district, the proposed envelope amendment meets the standards of Mountain Overlay Design Review because visual impact is mitigated.</p> <p>Key purposes of the Mountain Overlay district are to ensure preservation of hills, ridges, ridgelines and their natural features which are visible from the valley floor from obstruction by development; to direct building away from the higher elevations; and to assure the property owner is not deprived of economically viable use of his/her property. The design of the proposed addition accomplishes the first two purposes referenced which facilitates the latter purpose.</p>
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Table 3: Waiver Standards

16.04.130.A and 16.04.130.B				
Compliant			Standards and Findings	
Yes	No	N/A	City Code	City Standards and Findings
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.130.A	A. General Requirements: Waiver of any of the requirements of this chapter may be granted by the council on a case by case basis upon the recommendation of the commission. Application for such waiver(s) must be in writing and must show that there are special physical characteristics or conditions affecting the property in question where literal enforcement of this chapter would result in undue hardship not the result of actions by the subdivider, and that the waiver would not be detrimental to the public welfare, health and safety, nor injurious to property owners in the immediate area.

			Findings	<p>The applicant has made request for the waiver in writing. See narrative from Brenda Moczygemba, Williams Partners Architects, dated April 13, 2020.</p> <p>The waiver request is not detrimental to the public welfare, health or safety and is not injurious to property owners in the immediate area; the adjacent property owner to the east is co-applicant because the proposal also includes an adjustment of the property line shared by the two parcels.</p> <p>The waiver is being requested because the majority of the subject property contains slope of 25% or greater. The rear 300' of depth of the lot is unbuildable due to the city's hillside protection standards and as a result the property owners have only the flattest portion of the site, which is closest to the street, to utilize. The existing residence was constructed to respect the original 25' setback imposed by the building envelope, which is more restrictive than the usual 15' front setback required in the STO-1 zone. The proposed addition is harmonious with the existing structure and in order to accomplish keeping the addition and existing residence in a similar street-facing plane (rather than the addition projecting further toward the street) the addition is designed to burrow into the hillside to the rear.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.130.B	<p>B. Application For Waiver: Applications shall be made to the administrator in writing at the time of subdivision application. Such waiver, together with such related data and maps as are necessary to fully illustrate the relief sought, shall be filed at that time. Such application shall be processed and considered with the preliminary plat application.</p>
			Findings	<p>A detailed application package, including a site survey, site plans, landscaping plans, and architectural plans indicating the existing and proposed structure were submitted concurrently with the Preliminary Plat application.</p>

Table 4: Preliminary Plat Requirements

Preliminary Plat Requirements				
Compliant			Standards and City Council Findings	
Yes	No	N/A	City Code	City Standards and <i>City Council Findings</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.C.1	<p>The subdivider shall file with the administrator copies of the completed subdivision application form and preliminary plat data as required by this chapter.</p>
			Findings	<p>The application has been reviewed and determined to be complete.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J	<p>Application and Preliminary Plat Contents: The preliminary plat, together with all application forms, title insurance report, deeds, maps, and other documents reasonably required, shall constitute a complete subdivision application. The preliminary plat shall be drawn to a scale of not less than one inch equals one hundred feet (1" = 100') and shall show the following:</p>

			Findings	All required materials for the Preliminary Plat application have been submitted.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .1	The scale, north point and date.
			Findings	This standard has been met.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030. J .2	The name of the proposed subdivision.
			Findings	This standard has been met.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030. J.3	The name and address of the owner of record, the subdivider, and the engineer, surveyor, or other person preparing the plat.
			Findings	This standard has been met.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030. J.4	Legal description of the area platted.
			Findings	This standard has been met.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030. J .5	The names and the intersecting boundary lines of adjoining subdivisions and parcels of property.
			Findings	This standard has been met.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030. J.6	A contour map of the subdivision with contour lines and a maximum interval of two feet (2') to show the configuration of the land based upon the United States geodetic survey data, or other data approved by the city engineer.
			Findings	This standard has been met.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030. J.7	The scaled location of existing buildings, water bodies and courses and location of the adjoining or immediately adjacent dedicated streets, roadways and easements, public and private.
			Findings	This standard has been met.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J .8	Boundary description and the area of the tract.
			Findings	This standard has been met.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.9	Existing zoning of the tract.
			Findings	Existing zoning, STO-1, is noted.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.10	The proposed location of street rights of way, lots, and lot lines, easements, including all approximate dimensions, and including all proposed lot and block numbering and proposed street names.
			Findings	This standard has been met.

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J .11	The location, approximate size and proposed use of all land intended to be dedicated for public use or for common use of all future property owners within the proposed subdivision.
			Findings	N/A
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.J .12	The location, size and type of sanitary and storm sewers, water mains, culverts and other surface or subsurface structures existing within or immediately adjacent to the proposed sanitary or storm sewers, water mains, and storage facilities, street improvements, street lighting, curbs, and gutters and all proposed utilities.
			Findings	N/A, the subject properties are developed lots within an existing subdivision.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.J .13	The direction of drainage, flow and approximate grade of all streets.
			Findings	Not applicable, the project abuts the existing street Bird Drive.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030. J .14	The location of all drainage canals and structures, the proposed method of disposing of runoff water, and the location and size of all drainage easements, whether they are located within or outside of the proposed plat.
			Findings	A complementary civil drawing package has been submitted with the Design Review application that was previously reviewed and approved by the Commission. This drawing set is attached for reference.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030. J.15	Vicinity map drawn to approximate scale showing the location of the proposed subdivision in reference to existing and/or proposed arterials
			Findings	This application adjusts a shared boundary line. The original subdivision's plat serves as the vicinity map.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030. J.16	The boundaries of the floodplain, floodway and avalanche overlay district shall also be clearly delineated and marked on the preliminary plat or a note provided if the entire project is in the floodplain, floodway or
			Findings	N/A the property is not currently mapped to be in the floodplain/floodway. The property is not within the avalanche overlay.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030. J.17	Building envelopes shall be shown on each lot, all or part of which is within a floodway, floodplain, or avalanche zone; or any lot that is adjacent to the Big Wood River, Trail Creek, or Warm Springs Creek; or any lot, a portion of which has a slope of twenty five percent (25%) or greater; or upon any lot which will be created adjacent to the intersection of two (2) or more streets.
			Findings	This standard has been met.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030. J .18	Lot area of each lot.
			Findings	The existing and proposed size of each lot is indicated.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030. J .19	Existing mature trees and established shrub masses.
			Findings	Existing mature trees and shrubs are indicated.

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030. J .20	To be provided to Administrator: 20. Subdivision names shall not be the same or confused with the name of any other subdivision in Blaine County, Idaho and shall be approved by the Blaine County Assessor.
			Findings	This standard has been met. The proposal is to amend to lots within an existing subdivision.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030. J .21	All percolation tests and/or exploratory pit excavations required by state health authorities.
			Findings	N/A both lots contain existing development that is connected to municipal services.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030. J .22	A copy of the provisions of the articles of incorporation and bylaws of homeowners' association and/or condominium declarations to be filed with the final plat of the subdivision.
			Findings	N/A the subject parcels are within an existing subdivision.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030. J .23	A current title report shall be provided at the time that the preliminary plat is filed with the administrator, together with a copy of the owner's recorded deed to such property.
			Findings	This standard has been met.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030. J .24	A digital copy of the preliminary plat shall be filed with the administrator.
			Findings	This standard has been met.

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.A	Required Improvements: The improvements set forth in this section shall be shown on the preliminary plat and installed prior to approval of the final plat. Construction design plans shall be submitted and approved by the city engineer. All such improvements shall be in accordance with the comprehensive plan and constructed in compliance with construction standard specifications adopted by the city. Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.
			Findings	This standard has been met. Mature trees, which enhance the attractiveness of the two subject properties, are indicated on the plat.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.B	Improvement Plans: Prior to approval of final plat by the commission, the subdivider shall file two (2) copies with the city engineer, and the city engineer shall approve construction plans for all improvements required in the proposed subdivision. Such plans shall be prepared by a civil engineer licensed in the state.
			Findings	N/A at this time.

			16.04.040.C	<p>Prior to final plat approval, the subdivider shall have previously constructed all required improvements and secured a certificate of completion from the city engineer. However, in cases where the required improvements cannot be constructed due to weather conditions or other factors beyond the control of the subdivider, the city council may accept, in lieu of any or all of the required improvements, a performance bond filed with the city clerk to ensure actual construction of the required improvements as submitted and approved. Such performance bond shall be issued in an amount not less than one hundred fifty percent (150%) of the estimated costs of improvements as determined by the city engineer. In the event the improvements are not constructed within the time allowed by the city council (which shall be one year or less, depending upon the individual circumstances), the council may order the improvements installed at the expense of the subdivider and the surety. In the event the cost of installing the required improvements exceeds the amount of the bond, the subdivider shall be liable to the city for additional costs. The amount that the cost of installing the required improvements exceeds the amount of the performance bond shall automatically become a lien upon any and all property within the subdivision owned by the owner and/or subdivider.</p>
			Findings	N/A at this time.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.D	<p>As Built Drawing: Prior to acceptance by the city council of any improvements installed by the subdivider, two (2) sets of as built plans and specifications, certified by the subdivider's engineer, shall be filed with the city engineer. Within ten (10) days after completion of improvements and submission of as built drawings, the city engineer shall certify the completion of the improvements and the acceptance of the improvements, and shall submit a copy of such certification to the administrator and the subdivider. If a performance bond has been filed, the administrator shall forward a copy of the certification to the city clerk. Thereafter, the city clerk shall release the performance bond upon application by the subdivider.</p>
			Findings	N/A at this time.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.E	<p>Monumentation: Following completion of construction of the required improvements and prior to certification of completion by the city engineer, certain land survey monuments shall be reset or verified by the subdivider's engineer or surveyor to still be in place. These monuments shall have the size, shape, and type of material as shown on the subdivision plat. The monuments shall be located as follows:</p> <ol style="list-style-type: none"> 1. All angle points in the exterior boundary of the plat. 2. All street intersections, points within and adjacent to the final plat. 3. All street corner lines ending at boundary line of final plat. 4. All angle points and points of curves on all streets. 5. The point of beginning of the subdivision plat description.
			Findings	N/A at this time.

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.F	<p>Lot Requirements:</p> <ol style="list-style-type: none"> 1. Lot size, width, depth, shape and orientation and minimum building setback lines shall be in compliance with the zoning district in which the property is located and compatible with the location of the subdivision and the type of development, and preserve solar access to adjacent properties and buildings. 2. Whenever a proposed subdivision contains lot(s), in whole or in part, within the floodplain, or which contains land with a slope in excess of twenty five percent (25%), based upon natural contours, or creates corner lots at the intersection of two (2) or more streets, building envelopes shall be shown for the lot(s) so affected on the preliminary and final plats. The building envelopes shall be located in a manner designed to promote harmonious development of structures, minimize congestion of structures, and provide open space and solar access for each lot and structure. Also, building envelopes shall be located to promote access to the lots and maintenance of public utilities, to minimize cut and fill for roads and building foundations, and minimize adverse impact upon environment, watercourses and topographical features. Structures may only be built on buildable lots. Lots shall only be created that meet the definition of "lot, buildable" in section 16.04.020 of this chapter. Building envelopes shall be established outside of hillsides of twenty five percent (25%) and greater and outside of the floodway. A waiver to this standard may only be considered for the following: <ol style="list-style-type: none"> a. For lot line shifts of parcels that are entirely within slopes of twenty five percent (25%) or greater to create a reasonable building envelope, and mountain overlay design review standards and all other city requirements are met. b. For small, isolated pockets of twenty five percent (25%) or greater that are found to be in compliance with the purposes and standards of the mountain overlay district and this section. 3. Corner lots outside of the original Ketchum Townsite shall have a property line curve or corner of a minimum radius of twenty five feet (25') unless a longer radius is required to serve an existing or future use. 4. Side lot lines shall be within twenty degrees (20°) to a right angle or radial line to the street line. 5. Double frontage lots shall not be created. A planting strip shall be provided along the boundary line of lots adjacent to arterial streets or incompatible zoning districts. 6. Every lot in a subdivision shall have a minimum of twenty feet (20') of frontage on a dedicated public street or legal access via an easement of twenty feet (20') or greater in width. Easement shall be recorded in the office of the Blaine County recorder prior to or in conjunction with recordation of the final plat..
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			Findings	Standards 1, 4, 5, and 6 have been met. Standard 3 is not applicable. Standard (2) is the subject of the waiver request submitted with this application. See Tables 2 and 3 for Findings.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.G	G. Block Requirements: The length, width and shape of blocks within a proposed subdivision shall conform to the following requirements: <ol style="list-style-type: none"> 1. No block shall be longer than one thousand two hundred feet (1,200'), nor less than four hundred feet (400') between the street intersections, and shall have sufficient depth to provide for two (2) tiers of lots. 2. Blocks shall be laid out in such a manner as to comply with the lot requirements. 3. The layout of blocks shall take into consideration the natural topography of the land to promote access within the subdivision and minimize cuts and fills for roads and minimize adverse impact on environment, watercourses and topographical features. 4. Except in the original Ketchum Townsite, corner lots shall contain a building envelope outside of a seventy five foot (75') radius from the intersection of the streets.
			Findings	N/A, the subject properties are within an existing subdivision. No new blocks are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.1	H. Street Improvement Requirements: <ol style="list-style-type: none"> 1. The arrangement, character, extent, width, grade and location of all streets put in the proposed subdivision shall conform to the comprehensive plan and shall be considered in their relation to existing and planned streets, topography, public convenience and safety, and the proposed uses of the land;
			Findings	N/A, the subject properties are within an existing subdivision. No new streets are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.2	2. All streets shall be constructed to meet or exceed the criteria and standards set forth in chapter 12.04 of this code, and all other applicable ordinances, resolutions or regulations of the city or any other governmental entity having jurisdiction, now existing or adopted, amended or codified;
			Findings	N/A, the subject properties are within an existing subdivision. No new streets are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.3	3. Where a subdivision abuts or contains an existing or proposed arterial street, railroad or limited access highway right of way, the council may require a frontage street, planting strip, or similar design features;
			Findings	N/A, the subject properties are within an existing subdivision. No new streets are proposed.

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.4	4. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods;
			Findings	N/A, the subject properties are within an existing subdivision. No new streets are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.5	5. Street grades shall not be less than three-tenths percent (0.3%) and not more than seven percent (7%) so as to provide safe movement of traffic and emergency vehicles in all weather and to provide for adequate drainage and snow plowing;
			Findings	N/A, the subject properties are within an existing subdivision. No new streets are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.6	6. In general, partial dedications shall not be permitted, however, the council may accept a partial street dedication when such a street forms a boundary of the proposed subdivision and is deemed necessary for the orderly development of the neighborhood, and provided the council finds it practical to require the dedication of the remainder of the right of way when the adjoining property is subdivided. When a partial street exists adjoining the proposed subdivision, the remainder of the right of way shall be dedicated;
			Findings	N/A, the subject properties are within an existing subdivision. No new streets are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.7	7. Dead end streets may be permitted only when such street terminates at the boundary of a subdivision and is necessary for the development of the subdivision or the future development of the adjacent property. When such a dead end street serves more than two (2) lots, a temporary turnaround easement shall be provided, which easement shall revert to the adjacent lots when the street is extended;
			Findings	N/A, the subject properties are within an existing subdivision. No new streets are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.8	8. A cul-de-sac, court or similar type street shall be permitted only when necessary to the development of the subdivision, and provided, that no such street shall have a maximum length greater than four hundred feet (400') from entrance to
			Findings	N/A, the subject properties are within an existing subdivision. No new streets are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.9	9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°);
			Findings	N/A, the subject properties are within an existing subdivision. No new streets are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.10	10. Where any street deflects an angle of ten degrees (10°) or more, a connecting curve shall be required having a minimum centerline radius of three hundred feet (300') for arterial and collector streets, and one hundred twenty five feet
			Findings	N/A, the subject properties are within an existing subdivision. No new streets are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.11	11. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited;

			Findings	N/A, the subject properties are within an existing subdivision. No new streets are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.12	12. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets;
			Findings	N/A, the subject properties are within an existing subdivision. No new streets are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.13	13. Proposed streets which are a continuation of an existing street shall be given the same names as the existing street. All new street names shall not duplicate or be confused with the names of existing streets within Blaine County, Idaho. The
			Findings	N/A, the subject properties are within an existing subdivision. No new streets are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.14	14. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills;
			Findings	N/A, the subject properties are within an existing subdivision. No new streets are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.15	15. Street patterns of residential areas shall be designed to create areas free of through traffic, but readily accessible to adjacent collector and arterial streets;
			Findings	N/A, the subject properties are within an existing subdivision. No new streets are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.16	16. Reserve planting strips controlling access to public streets shall be permitted under conditions specified and shown on the final plat, and all landscaping and irrigation systems shall be installed as required improvements by the subdivider;
			Findings	N/A, the subject properties are within an existing subdivision. No new streets are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.17	17. In general, the centerline of a street shall coincide with the centerline of the street right of way, and all crosswalk markings shall be installed by the subdivider as a required improvement:
			Findings	N/A, the subject properties are within an existing subdivision. No new streets are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.18	18. Street lighting shall be required consistent with adopted city standards and where designated shall be installed by the subdivider as a requirement improvement;
			Findings	N/A, the subject properties are within an existing subdivision. No new streets are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.19	19. Private streets may be allowed upon recommendation by the commission and approval by the Council. Private streets shall be constructed to meet the design standards specified in subsection H2 of this section and chapter 12.04 of this code;
			Findings	N/A, the subject properties are within an existing subdivision. No new streets are proposed.

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.20	20. Street signs shall be installed by the subdivider as a required improvement of a type and design approved by the Administrator and shall be consistent with the type and design of existing street signs elsewhere in the City;
			Findings	N/A, the subject properties are within an existing subdivision. No new streets are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.21	21. Whenever a proposed subdivision requires construction of a new bridge, or will create substantial additional traffic which will require construction of a new bridge or improvement of an existing bridge, such construction or improvement shall be a required improvement by the subdivider. Such construction or improvement shall be in accordance with adopted standard specifications;
			Findings	N/A, this proposal does not require construction of a new bridge or impact any existing bridges.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.22	22. Sidewalks, curbs and gutters shall be required consistent with adopted city standards and where designated shall be a required improvement installed by the subdivider;
			Findings	N/A the subject properties abut an existing developed street.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.23	23. Gates are prohibited on private roads and parking access/entranceways, private driveways accessing more than one single-family dwelling unit and one accessory dwelling unit, and public rights-of-way unless approved by the City Council; and
			Findings	N/A no gates are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.24	24. No new public or private streets or flag lots associated with a proposed subdivision (land, planned unit development, townhouse, condominium) are permitted to be developed on parcels within the Avalanche Zone
			Findings	N/A the subject properties are not located within the Avalanche Zone.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.I	I. Alley Improvement Requirements: Alleys shall be provided in, commercial and light industrial zoning districts. The width of an alley shall be not less than twenty feet (20'). Alley intersections and sharp changes in alignment shall be avoided, but where necessary, corners shall be provided to permit safe vehicular movement. Dead end alleys shall be permitted only within the original Ketchum Townsite and only after due consideration of the interests of the owners of property adjacent to the dead end alley including, but not limited to, the provision of fire protection, snow removal and trash collection services to such properties. Improvement of alleys shall be done by the subdivider as required improvement and in conformance with design standards specified in subsection H2 of this section.
			Findings	N/A the subject properties are located in the STO-1 zone.

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.J.1	<p>J. Required Easements: Easements, as set forth in this subsection, shall be required for location of utilities and other public services, to provide adequate pedestrian circulation and access to public waterways and lands.</p> <p>1. A public utility easement at least ten feet (10') in width shall be required within the street right-of-way boundaries of all private streets. A public utility easement at least five feet (5') in width shall be required within property boundaries adjacent to Warm Springs Road and within any other property boundary as determined by the City Engineer to be necessary for the provision of adequate public utilities.</p>
			Findings	Existing easements are indicated.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.J.2	<p>2. Where a subdivision contains or borders on a watercourse, drainageway, channel or stream, an easement shall be required of sufficient width to contain such watercourse and provide access for private maintenance and/or reconstruction of such watercourse.</p>
			Findings	N/A the subject properties do not border a waterway.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.J.3	<p>3. All subdivisions which border the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a ten foot (10') fish and nature study easement along the riverbank. Furthermore, the Council shall require, in appropriate areas, an easement providing access through the subdivision to the bank as a sportsman's access. These easement requirements are minimum standards, and in appropriate cases where a subdivision abuts a portion of the river adjacent to an existing pedestrian easement, the Council may require an extension of that easement along the portion of the riverbank which runs through the proposed subdivision.</p>
			Findings	N/A the subject properties do not border a waterway.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.J.4	<p>4. All subdivisions which border on the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a twenty five foot (25') scenic easement upon which no permanent structure shall be built in order to protect the natural vegetation and wildlife along the riverbank and to protect structures from damage or loss due to riverbank erosion.</p>
			Findings	N/A the subject properties do not border a waterway.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.J.5	<p>5. No ditch, pipe or structure for irrigation water or irrigation wastewater shall be constructed, rerouted or changed in the course of planning for or constructing required improvements within a proposed subdivision unless same has first been approved in writing by the ditch company or property owner holding the water rights. A written copy of such approval shall be filed as part of required improvement construction plans.</p>
			Findings	N/A no changes to ditches, pipes, or other irrigation structures are proposed.

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.J.6	6. Nonvehicular transportation system easements including pedestrian walkways, bike paths, equestrian paths, and similar easements shall be dedicated by the subdivider to provide an adequate nonvehicular transportation system throughout the City.
			Findings	N/A the subject properties are located within an existing subdivision.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.K	K. Sanitary Sewage Disposal Improvements: Central sanitary sewer systems shall be installed in all subdivisions and connected to the Ketchum sewage treatment system as a required improvement by the subdivider. Construction plans and specifications for central sanitary sewer extension shall be prepared by the subdivider and approved by the City Engineer, Council and Idaho Health Department prior to final plat approval. In the event that the sanitary sewage system of a subdivision cannot connect to the existing public sewage system, alternative provisions for sewage disposal in accordance with the requirements of the Idaho Department of Health and the Council may be constructed on a temporary basis until such time as connection to the public sewage system is possible. In considering such alternative provisions, the Council may require an increase in the minimum lot size and may impose any other reasonable requirements which it deems necessary to protect public health, safety and welfare.
			Findings	N/A the subject properties are located in an existing developed subdivision that contains all necessary infrastructure.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.L	L. Water System Improvements: A central domestic water distribution system shall be installed in all subdivisions by the subdivider as a required improvement. The subdivider shall also be required to locate and install an adequate number of fire hydrants within the proposed subdivision according to specifications and requirements of the City under the supervision of the Ketchum Fire Department and other regulatory agencies having jurisdiction. Furthermore, the central water system shall have sufficient flow for domestic use and adequate fire flow. All such water systems installed shall be looped extensions, and no dead end systems shall be permitted. All water systems shall be connected to the Municipal water system and shall meet the standards of the following agencies: Idaho Department of Public Health, Idaho Survey and Rating Bureau, District Sanitarian, Idaho State Public Utilities Commission, Idaho Department of Reclamation, and all requirements of the City.
			Findings	N/A the subject properties are located in an existing developed subdivision that contains all necessary infrastructure.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.M	M. Planting Strip Improvements: Planting strips shall be required improvements. When a predominantly residential subdivision is proposed for land adjoining incompatible uses or features such as highways, railroads, commercial or light industrial districts or off street parking areas, the subdivider shall provide planting strips to screen the view of such incompatible features. The subdivider shall submit a landscaping plan for such planting strip with the preliminary plat application, and the landscaping shall be a required improvement.

			Findings	N/A the subject properties are located within an existing developed subdivision. The subdivision has adequate plantings where necessary.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.N.1	<p>N. Cuts, Fills, And Grading Improvements: Proposed subdivisions shall be carefully planned to be compatible with natural topography, soil conditions, geology and hydrology of the site, as well as to minimize cuts, fills, alterations of topography, streams, drainage channels, and disruption of soils and vegetation. The design criteria shall include the following:</p> <p>1. A preliminary soil report prepared by a qualified engineer may be required by the commission and/or Council as part of the preliminary plat application.</p>
			Findings	A grading plan has been submitted. See Sheet L-2 dated 3/31/2020. The building envelope amendment, proposed to accommodate an addition to the residence, has been carefully planned to minimize cuts, fills, and alterations of topography.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.N.2	<p>2. Preliminary grading plan prepared by a civil engineer shall be submitted as part of all preliminary plat applications. Such plan shall contain the following information:</p> <p>a. Proposed contours at a maximum of five foot (5') contour intervals.</p> <p>b. Cut and fill banks in pad elevations.</p> <p>c. Drainage patterns.</p> <p>d. Areas where trees and/or natural vegetation will be preserved.</p> <p>e. Location of all street and utility improvements including driveways to building envelopes.</p> <p>f. Any other information which may reasonably be required by the Administrator, commission or Council to adequately review the affect of the proposed improvements.</p>
			Findings	A civil engineer's grading plan was not required at this time due to this being an existing, developed subdivision. However, civil plans will be reviewed when the proposed addition is submitted for a building permit.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.N.3	3. Grading shall be designed to blend with natural landforms and to minimize the necessity of padding or terracing of building sites, excavation for foundations, and minimize the necessity of cuts and fills for streets and driveways.
			Findings	Grading, as evidenced in sheet L-2, meets this standard.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.N.4	4. Areas within a subdivision which are not well suited for development because of existing soil conditions, steepness of slope, geology or hydrology shall be allocated for open space for the benefit of future property owners within the subdivision.
			Findings	None of the upslope open space area, characterized by sage grass hillside, is proposed for development. The building envelope expansion occurs in an area previously altered with landscaping.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.N.5	5. Where existing soils and vegetation are disrupted by subdivision development, provision shall be made by the subdivider for revegetation of disturbed areas with perennial vegetation sufficient to stabilize the soil upon completion of the construction. Until such times as such revegetation has been installed and established, the subdivider shall maintain and protect all disturbed surfaces from erosion.

			Findings	The building envelope amendment and shifting of the lot line will not disturb soil but the proposed development these actions are intended to facilitate will. A grading and proposed landscaping plan accompany this application and detail revegetation.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.N.6	<p>6. Where cuts, fills, or other excavations are necessary, the following development standards shall apply:</p> <p>a. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability.</p> <p>b. Fills shall be compacted to at least ninety five percent (95%) of maximum density as determined by AASHTO T99 (American Association of State Highway Officials) and ASTM D698 (American Standard Testing Methods).</p>
			Findings	Cuts, fill, and excavation will occur after approval of a building permit for the proposed addition. These disturbances will be reviewed and approved during the building permit review process.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.0	<p>O. Drainage Improvements: The subdivider shall submit with the preliminary plat application such maps, profiles, and other data prepared by an engineer to indicate the proper drainage of the surface water to natural drainage courses or storm drains, existing or proposed. The location and width of the natural drainage courses shall be shown as an easement common to all owners within the subdivision and the City on the preliminary and final plat. All natural drainage courses shall be left undisturbed or be improved in a manner that will increase the operating efficiency of the channel without overloading its capacity. An adequate storm and surface drainage system shall be a required improvement in all subdivisions and shall be installed by the subdivider. Culverts shall be required where all water or drainage courses intersect with streets, driveways or improved public easements and shall extend across and under the entire improved width including shoulders.</p>
			Findings	No natural drainage courses are proposed to be disturbed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.P	<p>P. Utilities: In addition to the terms mentioned in this section, all utilities including, but not limited to, electricity, natural gas, telephone and cable services shall be installed underground as a required improvement by the subdivider. Adequate provision for expansion of such services within the subdivision or to adjacent lands including installation of conduit pipe across and underneath streets shall be installed by the subdivider prior to construction of street improvements.</p>
			Findings	N/A the subject properties are served by all required utilities.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.Q	<p>Q. Off Site Improvements: Where the off site impact of a proposed subdivision is found by the commission or Council to create substantial additional traffic, improvements to alleviate that impact may be required of the subdivider prior to final plat approval, including, but not limited to, bridges, intersections, roads, traffic control devices, water mains and facilities, and sewer mains and facilities.</p>
			Findings	N/A this readjustment of lot lines does not trigger off-site improvements.

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.R	R. Avalanche And Mountain Overlay: All improvements and plats (land, planned unit development, townhouse, condominium) created pursuant to this chapter shall comply with City of Ketchum Avalanche Zone District and Mountain Overlay Zoning District requirements as set forth in Title 17 of this Code.
			Findings	N/A the subject properties are not located in the Avalanche or Mountain overlay zoning districts.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.S	S. Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.
			Findings	Existing mature trees to be preserved and additional plantings to enhance the attractiveness of this proposal are indicated in the applicant's submittal package reviewed by the Commission during the May 19, 2020 meeting.

CONCLUSIONS OF LAW

1. The City of Ketchum is a municipal corporation organized under Article XII of the Idaho Constitution and the laws of the State of Idaho, Title 50, Idaho Code.
2. Under Chapter 65, Title 67, of the Idaho Code the City has passed a subdivision ordinance, Title 16.
4. The Commission has authority to review and recommend approval of the applicant's Preliminary Plat Application pursuant to Chapter 16.04 of Ketchum Code Title 16.
5. The project **does** meet the standards of approval under Chapter 16.04 of Subdivision Code Title 16.

DECISION

THEREFORE, the Ketchum Planning and Zoning Commission **recommends approval** of this Preliminary Plat application this Tuesday, May 19th, 2020 subject to the following conditions:

1. In accordance with Ketchum Municipal Code 17.132.010.C.1, existing non-compliant exterior lighting fixtures shall be brought into conformance with the Dark Sky ordinance prior to recordation of the Final Plat;
2. The Final Plat shall be recorded prior to issuance of a Building Permit for the proposed addition;
3. All requirements of the Fire, Utility, Building, Planning and Engineering and Streets departments of the City of Ketchum shall be met as indicated in the City Department Comments table;
4. The recorded plat shall show a minimum of two Blaine County Survey Control Monuments with ties to the property and an inverse between the two monuments. The Survey Control Monuments shall be clearly identified on the face of the map;
5. An electronic CAD file shall be submitted to the City of Ketchum prior to final plat signature by the City Clerk. The electronic CAD file shall be submitted to the Blaine County Recorder's office concurrent with the recording of the Plat containing the following minimum data:

- a. Line work delineating all parcels and roadways on a CAD layer/level designated as “parcel”;
- b. Line work delineating all roadway centerlines on a CAD layer/level designated as “road”; and,
- c. Line work that reflects the ties and inverses for the Survey Control Monuments shown on the face of the Plat shall be shown on a CAD layer/level designated as “control”; and,

6. All information within the electronic file shall be oriented and scaled to Grid per the Idaho State Plane Coordinate System, Central Zone, NAD1983 (1992), U.S. Survey Feet, using the Blaine County Survey Control Network. Electronic CAD files shall be submitted in a “.dwg”, “.dgn” or “.shp” format and shall be submitted digitally to the City on a compact disc. When the endpoints of the lines submitted are indicated as coincidental with another line, the CAD line endpoints shall be separated by no greater than 0.0001 drawing units;

6. The applicant shall provide a copy of the recorded final plat to the Department of Planning and Building for the official file on the application;

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

Findings of Fact **adopted** this 19th day of May, 2020.

Neil Morrow, Planning and Zoning Commission Chair