



## City of Ketchum

April 4, 2022

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation to Approve the Waddell/Roush Townhomes Final Plat Application**

#### Recommendation and Summary

Staff recommends the Ketchum City Council approve the Townhouse Subdivision Final Plat application, submitted by Benchmark Associates on behalf of property owners Douglas and Stacey Waddell, to subdivide a new duplex located at 3020 Warm Springs Road within the City's General Residential Low Density (GR-L) Zoning District into two townhome units.

Recommended Motion: "I move to approve the Waddell/Roush Townhomes Final Plat application subject to conditions of approval 1-9."

The reasons for the recommendation are as follows:

- The Ketchum City Council approved the Townhouse Subdivision Preliminary Plat (Application File No. P20-058) to subdivide the property into two townhouse sublots on November 16<sup>th</sup>, 2020.
- All improvements have been inspected by City Departments and completed to their satisfaction. The new duplex was issued a Certificate of Occupancy on January 24<sup>th</sup>, 2022.
- The request to subdivide meets all applicable standards for Townhouse Final Plats contained in Ketchum Municipal Code's Subdivision (Title 16) regulations.

#### Analysis

The applicant, property owners Douglas and Stacey Waddell represented by Dave Patrie of Benchmark Associates, is requesting Final Plat approval for a new duplex located at 3020 Warm Springs Road within the City's General Residential Low Density (GR-L) Zoning District. The project received Design Review approval (Application File No. P20-031) from the Planning and Zoning Commission on July 13<sup>th</sup>, 2020. The City issued a building permit for the construction of the new duplex (Application File No. B20-079) on September 11<sup>th</sup>, 2020. The Planning and Zoning Commission reviewed the Waddell-Roush Townhouse Subdivision Preliminary Plat (Application File No. P20-058), held a public hearing, and recommended approval of the application to the City Council on October 13<sup>th</sup>, 2020. The Ketchum City Council approved the Townhouse Subdivision Preliminary Plat (Application File No. P20-058) to subdivide the property into two townhouse sublots on November 16<sup>th</sup>, 2020.

All project plans for the townhome development were review and approved by City Departments through the project Design Review (Application File No. P20-031), Townhouse Subdivision Preliminary Plat (Application File No. P20-058), and Building Permit (Application File No. B20-079). All improvements have been inspected by City Departments and completed to their satisfaction. The new duplex was issued a Certificate of Occupancy on January 24<sup>th</sup>, 2022.

#### Financial Impact

Recording the Final Plat signals to the Blaine County Assessor's Office that the townhome units have been subdivided, resulting in 2 separate legal descriptions and tax assessments, independently sellable. There is no financial requirement from the city for this action.

#### Attachments

Draft Findings of Fact, Conclusions of Law, and Decision  
Waddell/Roush Townhomes Final Plat Application



**City of Ketchum  
Planning & Building**

IN RE:	)	
	)	
Waddell/Roush Townhomes Subdivision	)	<b>KETCHUM CITY COUNCIL</b>
Townhouse Subdivision Final Plat	)	<b>FINDINGS OF FACT, CONCLUSIONS OF LAW, AND</b>
Date: April 4 <sup>th</sup> , 2022	)	<b>DECISION</b>
	)	
File Number: 22-004	)	

**Findings Regarding Application Filed**

<b>PROJECT:</b>	Waddell/Roush Townhomes Subdivision Final Plat
<b>FILE NUMBER:</b>	P22-044
<b>ASSOCIATED PERMITS:</b>	Design Review P20-031, Lot Line Shift P20-061, Townhouse Subdivision Preliminary Plat P20-058, Building Permit B20-079
<b>OWNER:</b>	Douglas & Stacey Waddell
<b>REPRESENTATIVE:</b>	Dave Patrie, Benchmark Associates
<b>REQUEST:</b>	Townhouse Subdivision Final Plat for the Waddell/Roush Townhomes
<b>LOCATION:</b>	3020 Warm Springs Road (Wills Condominium No. 2 Amended)
<b>NOTICE:</b>	No public hearing is required as the final plat substantially conforms to the preliminary plat.
<b>ZONING:</b>	General Residential – Low Density (GR-L)
<b>OVERLAY:</b>	None

**FINDINGS OF FACT**

The applicant, property owners Douglas and Stacey Waddell represented by Dave Patrie of Benchmark Associates, is requesting Final Plat approval for a new duplex located at 3020 Warm Springs Road within the City’s General Residential Low Density (GR-L) Zoning District. The project received Design Review approval (Application File No. P20-031) from the Planning and Zoning Commission on July 13<sup>th</sup>, 2020. The City issued a building permit for the construction of the new duplex (Application File No. B20-079) on September 11<sup>th</sup>, 2020. The Planning and Zoning Commission reviewed the Waddell-Roush Townhouse Subdivision Preliminary Plat (Application File No. P20-058), held a public hearing, and recommended approval of the application to the City Council on October 13<sup>th</sup>, 2020. The Ketchum City

Council approved the Townhouse Subdivision Preliminary Plat (Application File No. P20-058) to subdivide the property into two townhouse sublots on November 16<sup>th</sup>, 2020.

**FINDING REGARDING COMPLETION OF IMPROVEMENTS**

All project plans for the townhome development were review and approved by City Departments through the project Design Review (Application File No. P20-031), Townhouse Subdivision Preliminary Plat (Application File No. P20-058), and Building Permit (Application File No. B20-079). All improvements have been inspected by City Departments and completed to their satisfaction. The new duplex was issued a Certificate of Occupancy on January 24<sup>th</sup>, 2022.

**FINDINGS REGARDING TOWNHOUSE SUBDIVISION PROCEDURE (KMC §16.04.080)**

All land subdivisions in the City of Ketchum are subject to the standards contained in Ketchum, Municipal Code, Title 16, Subdivision. Many standards are related to the design and construction of multiple new lots that will form new blocks and infrastructure, such as streets that will be dedicated to and maintained by the City. The standards for certain improvements (KMC §16.04.040) are not applicable to this project as this application proposes to subdivide an existing lot within a residential subdivision into 2 townhouse sublots. As conditioned, the request to subdivide meets all applicable standards for Townhouse Final Plats contained in Ketchum Municipal Code’s Subdivision (Title 16) and Zoning (Title 17) regulations. The Townhouse Subdivision does not change the residential use or alter the development as reviewed and approved through Design Review (Application File No. P20-031), Townhouse Subdivision Preliminary Plat (Application File No. P20-058), and Building Permit (Application File No. B20-079).

**Table 2: Findings Regarding Townhouse Final Plat Requirements**

Townhouses Requirements				
Compliant			Standards and City Council Findings	
Yes	No	N/A	Ketchum Municipal Code	City Standards and <i>City Council Findings</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.D	<p>D. Final Plat Procedure:</p> <p>1. The final plat procedure contained in subsection 16.04.030G of this chapter shall be followed. However, the final plat shall not be signed by the city clerk and recorded until the townhouse has received either:</p> <ul style="list-style-type: none"> <li>a. A certificate of occupancy issued by the city of Ketchum for all structures in the townhouse development and completion of all design review elements as approved by the planning and zoning administrator; or</li> <li>b. Signed council approval of a phased development project consistent with §16.04.110 herein.</li> </ul> <p>2. The council may accept a security agreement for any design review elements not completed on a case by case basis pursuant to title 17, chapter 17.96 of this code.</p>
			<i>City Council Findings</i>	<i>The Final Plat may be signed by the City Clerk in accordance with KMC §16.04.110 as all improvements have been completed to the</i>

				<i>satisfaction of all City Departments. The townhouse development was issued a Certificate of Occupancy on January 24, 2022.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.E	<p><b>E. Required Findings:</b> In addition to all Townhouse Developments complying with the applicable provisions of Title 17 and this Subdivision Chapter (§16.04), the Administrator shall find that</p> <ol style="list-style-type: none"> <li>All Townhouse Developments, including each individual subplot, shall not exceed the maximum building coverage requirements of the zoning district.</li> <li><b>Garage:</b> All garages shall be designated on the preliminary and final plats and on all deeds as part of the particular townhouse units. Detached garages may be platted on separate sublots; provided, that the ownership of detached garages is tied to specific townhouse units on the townhouse plat and in any owner's documents, and that the detached garage(s) may not be sold and/or owned separate from any dwelling unit(s) within the townhouse development.</li> </ol>
			<i>City Council Findings</i>	<i>The townhouse development meets the dimensional standards and requirements of the General Residential Low Density (GR-L) Zoning District. The duplex's building coverage is 34% (3,721 square feet building coverage/11,000 square feet lot area). No detached garages are proposed with this townhome development. Each townhome has its own attached garage platted on the same sublots as the townhome unit.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.F	<b>General Applicability:</b> All other provisions of this chapter and all applicable ordinances, rules and regulations of the city and all other governmental entities having jurisdiction shall be complied with by townhouse subdivisions.
			<i>City Council Findings</i>	<i>All other provisions of this chapter and all applicable ordinances, rules, and regulations of the City and other governmental entities having jurisdiction shall be complied with by the townhouse subdivision.</i>

**Table 3: Findings Regarding Final Plat Requirements**

Final Plat Requirements				
Compliant			Standards and City Council Findings	
YES	NO	N / A	Ketchum Municipal Code	City Standards and <i>City Council Findings</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K	<b>Contents Of Final Plat:</b> The final plat shall be drawn at such a scale and contain such lettering as to enable same to be placed upon sheets of eighteen inch by twenty four inch (18" x 24") Mylar paper with no part of the drawing nearer to the edge than one-half inch (1/2"), and shall be

				in conformance with the provisions of title 50, chapter 13, Idaho Code. The reverse side of such sheet shall not be used for any portion of the drawing, but may contain written matter as to dedications, certificates, signatures, and other information. The contents of the final plat shall include all items required under title 50, chapter 13, Idaho Code, and also shall include the following:
			<i>City Council Findings</i>	<i>The Final Plat mylar shall be prepared following Ketchum City Council review and approval of the Final Plat application and shall meet these standards.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.1	Point of beginning of subdivision description tied to at least two (2) governmental survey corners, or in lieu of government survey corners, to monuments recognized by the city engineer.
			<i>City Council Findings</i>	<i>This standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.2	Location and description of monuments.
			<i>City Council Findings</i>	<i>This standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.3	Tract boundary lines, property lines, lot lines, street right of way lines and centerlines, other rights of way and easement lines, building envelopes as required on the preliminary plat, lot area of each lot, boundaries of floodplain and floodway and avalanche district, all with bearings, accurate dimensions in feet and decimals, in degrees and minutes and radii, arcs, central angles, tangents and chord lengths of all curves to the above accuracy.
			<i>City Council Findings</i>	<i>This standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.4	Names and locations of all adjoining subdivisions.
			<i>City Council Findings</i>	<i>This standard has been met. The Warm Springs Village Sub. Block 5, Lot 5, Galena Townhomes, Wills Condominiums No. 1, Sage Townhouses Lot 5A, Barnath Condos, and Warm Springs Village 4th Addition, Block 1, Lot 7 properties and their boundary lines are identified on the Final Plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.5	Name and right of way width of each street and other public rights of way.
			<i>City Council Findings</i>	<i>This standard has been met. Warm Springs Road and its 50-foot-wide right-of-way is indicated on the plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.6	Location, dimension and purpose of all easements, public or private.
			<i>City Council Findings</i>	<i>This standard has been met.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.7	The blocks numbered consecutively throughout each block.
			<i>City Council Findings</i>	<i>This Townhouse Subdivision will subdivide an existing lot within a residential subdivision into 2 townhouse sublots. No new blocks are created with the townhouse subdivision.</i>

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.8	The outline of any property, other than a street, alley or easement, which is offered for dedication to public use, fully dimensioned by distances and bearings with the area marked "Dedicated to the City of Ketchum for Public Use", together with any other descriptive language with regard to the precise nature of the use of the land so dedicated.
			<i>City Council Findings</i>	<i>N/A as no dedications have been required or proposed for this townhouse subdivision.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.9	The title, which shall include the name of the subdivision, the name of the city, if appropriate, county and state, and the location and description of the subdivision referenced to section, township, range.
			<i>City Council Findings</i>	<i>This standard has been met. The name of the proposed subdivision is Waddell/Roush Townhomes.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.10	Scale, north arrow and date.
			<i>City Council Findings</i>	<i>This standard has been met.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.11	Location, width, and names of all existing or dedicated streets and other public ways within or adjacent to the proposed subdivision
			<i>City Council Findings</i>	<i>N/A. No public streets are existing or proposed within the townhouse subdivision.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.12	A provision in the owner's certificate referencing the county recorder's instrument number where the condominium declaration(s) and/or articles of incorporation of homeowners' association governing the subdivision are recorded.
			<i>City Council Findings</i>	<i>As conditioned, this standard will be met prior to recordation of the Final Plat. The applicant shall include a provision in the owner's certificate referencing the county recorder's instrument number where the townhome declaration and party wall agreement. This reference is included in Plat Note No. 2.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.13	Certificate by registered engineer or surveyor preparing the map certifying to the accuracy of surveying plat.
			<i>City Council Findings</i>	<i>As conditioned, this standard will be met prior to recordation of the Final Plat. The signature block page shall include the surveyor's certification.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.14	A current title report of all property contained within the plat.
			<i>City Council Findings</i>	<i>This standard has been met. A title report and warranty deed were submitted with the Final Plat application and both are current.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.15	Certification of owner(s) of record and all holders of security interest(s) of record with regard to such property.
			<i>City Council Findings</i>	<i>As conditioned (#7), this standard will be met prior to recordation of the Final Plat. The signature block page shall include a certificate of ownership and associated acknowledgement from all owners and holders of security interest with regard to the subject property, which shall be signed following Ketchum City Council review and approval of the application and prior to recordation of the Final Plat.</i>

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.16	Certification and signature of engineer (surveyor) verifying that the subdivision and design standards meet all city requirements.
			<i>City Council Findings</i>	<i>As conditioned (#7), this standard will be met prior to recordation of the Final Plat. The signature block page shall include the certification and signature of the surveyor verifying that the subdivision and design standards meet all City requirements.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.17	Certification and signature of the city engineer verifying that the subdivision and design standards meet all city requirements.
			<i>City Council Findings</i>	<i>As conditioned (#7), this standard will be met prior to recordation of the Final Plat. The signature block page shall include the City Engineer's approval and verification that the subdivision and design standards meet all City requirements.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.18	Certification and signature of the city clerk of the city of Ketchum verifying that the subdivision has been approved by the council.
			<i>City Council Findings</i>	<i>As conditioned (#7), this standard will be met prior to recordation of the Final Plat. The signature block page shall include the certification and signature of the City Clerk verifying the subdivision has been approved by City Council.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.19	Notation of any additional restrictions imposed by the council on the development of such subdivision to provide for the public health, safety and welfare.
			<i>City Council Findings</i>	<i>N/A as no restrictions were imposed by the Ketchum City Council during review of the Preliminary Plat application.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.L	Final Plat Copies: Both a hard copy and a digital copy of the final plat shall be filed with the administrator prior to being placed upon the Council's agenda. A digital copy of the final plat as approved by the council and signed by the city clerk shall be filed with the administrator and retained by the city. The Applicant shall also provide the city with a digital copy of the recorded document with its assigned legal instrument number.
			<i>City Council Findings</i>	<i>This standard has been met.</i>
<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.
			<i>City Council Findings</i>	<i>All project plans for the townhome development were reviewed and approved by City Departments through Design Review (Application File No. P20-031), Townhouse Subdivision Preliminary Plat (Application File No. P20-058), and Building Permit (Application File No. B20-079). All improvements have been inspected by City Departments and completed to their satisfaction. The townhouse development was issued a Certificate of Occupancy on January 24<sup>th</sup>, 2022. The project's utilities,</i>



				<i>private driveway, and right-of-way improvements have been installed and completed to the satisfaction of all City Departments.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.B	Improvement Plans: Prior to approval of final plat by the Council, the subdivider shall file two (2) copies with the city engineer, and the city engineer shall approve construction plans for all improvements required in the proposed subdivision. Such plans shall be prepared by a civil engineer licensed in the state.
			<i>City Council Findings</i>	<i>City Departments, including Planning, Building, Fire, Streets, City Engineer, and Utilities, reviewed approved all required improvements through Design Review (Application File No. P20-031), Townhouse Subdivision Preliminary Plat (Application File No. P20-058), and Building Permit (Application File No. B20-079).</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.C	Performance Bond: 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, factors beyond the control of the subdivider, or other conditions as determined acceptable at the sole discretion of the city, 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 two years or less, depending upon the individual circumstances), the council may order the improvements installed at the expense of the subdivider and the surety. In the event the cost of installing the required improvements exceeds the amount of the bond, the subdivider shall be liable to the city for additional costs. The amount that the cost of installing the required improvements exceeds the amount of the performance bond shall automatically become a lien upon any and all property within the subdivision owned by the owner and/or subdivider.
			<i>City Council Findings</i>	<i>The applicant has posted a performance bond for the completion of the remaining landscaping improvements that will be installed in the Spring of 2022.</i>  <i>All project plans for the townhome development were reviewed and approved by City Departments through Design Review (Application File No. P20-031), Townhouse Subdivision Preliminary Plat (Application File No. P20-058), and Building Permit (Application File No. B20-079). All improvements have been inspected by City Departments and completed to their satisfaction. The townhouse development was issued a Certificate of Occupancy on January 24<sup>th</sup>, 2022. The project's utilities,</i>

				<i>private driveway, and right-of-way improvements have been installed and completed to the satisfaction of all City Departments.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.D	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.
			<i>City Council Findings</i>	<i>All project plans for the townhome development were reviewed and approved by City Departments through Design Review (Application File No. P20-031), Townhouse Subdivision Preliminary Plat (Application File No. P20-058), and Building Permit (Application File No. B20-079). All improvements have been inspected by City Departments and completed to their satisfaction. The townhouse development was issued a Certificate of Occupancy on January 24<sup>th</sup>, 2022. The project's utilities, private driveway, and right-of-way improvements have been installed and completed to the satisfaction of all City Departments.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.E	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: <ol style="list-style-type: none"> <li>1. All angle points in the exterior boundary of the plat.</li> <li>2. All street intersections, points within and adjacent to the final plat.</li> <li>3. All street corner lines ending at boundary line of final plat.</li> <li>4. All angle points and points of curves on all streets.</li> <li>5. The point of beginning of the subdivision plat description.</li> </ol>
			<i>City Council Findings</i>	<i>The applicant shall meet the required monumentation standards prior to recordation of the Final Plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.F	Lot Requirements: <ol style="list-style-type: none"> <li>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.</li> <li>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</li> </ol>

			<p>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:</p> <ul style="list-style-type: none"> <li>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.</li> <li>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.</li> </ul> <p>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.</p> <p>4. Side lot lines shall be within twenty degrees (20°) to a right angle or radial line to the street line.</p> <p>5. Double frontage lots shall not be created. A planting strip shall be provided along the boundary line of lots adjacent to arterial streets or incompatible zoning districts.</p> <p>6. Every lot in a subdivision shall have a minimum of twenty feet (20') of frontage on a dedicated public street or legal access via an easement of twenty feet (20') or greater in width. Easement shall be recorded in the office of the Blaine County recorder prior to or in conjunction with recordation of the final plat. Minimum lot sizes in all cases shall be reversed frontage lot(s).</p>
			<p><i>City Council Findings</i></p> <p><i>Standards 4, 5, and 6 have been met. Standards 2 and 3 are not applicable. Standard 1 has been met. The parent lot has a width of 100 feet, which is 20 more feet than 80-foot-average lot width required in the GR-L Zone.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p><b>16.04.040.G</b></p> <p><b>G. Block Requirements:</b> The length, width and shape of blocks within a proposed subdivision shall conform to the following requirements:</p> <ul style="list-style-type: none"> <li>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.</li> </ul>

			<p>2. Blocks shall be laid out in such a manner as to comply with the lot requirements.</p> <p>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.</p> <p>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.</p>
			<p><i>City Council Findings</i></p> <p><i>This Townhouse Subdivision application does not create a new block. This requirement is not applicable.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p><b>16.04.040.H</b></p> <p><b>Street Improvement Requirements:</b></p> <p>1. The arrangement, character, extent, width, grade and location of all streets put in the proposed subdivision shall conform to the comprehensive plan and shall be considered in their relation to existing and planned streets, topography, public convenience and safety, and the proposed uses of the land;</p> <p>2. All streets shall be constructed to meet or exceed the criteria and standards set forth in chapter 12.04 of this code, and all other applicable ordinances, resolutions or regulations of the city or any other governmental entity having jurisdiction, now existing or adopted, amended or codified;</p> <p>3. Where a subdivision abuts or contains an existing or proposed arterial street, railroad or limited access highway right of way, the council may require a frontage street, planting strip, or similar design features;</p> <p>4. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods;</p> <p>5. Street grades shall not be less than three-tenths percent (0.3%) and not more than seven percent (7%) so as to provide safe movement of traffic and emergency vehicles in all weather and to provide for adequate drainage and snow plowing;</p> <p>6. In general, partial dedications shall not be permitted, however, the council may accept a partial street dedication when such a street forms a boundary of the proposed subdivision and is deemed necessary for the orderly development of the neighborhood, and provided the council finds it practical to require the dedication of the remainder of the right of way when the adjoining property is subdivided. When a partial street exists adjoining the proposed subdivision, the remainder of the right of way shall be dedicated;</p> <p>7. Dead end streets may be permitted only when such street terminates at the boundary of a subdivision and is necessary for the development of the subdivision or the future development of the adjacent property.</p> <p>When such a dead end street serves more than two (2) lots, a</p>

			<p>temporary turnaround easement shall be provided, which easement shall revert to the adjacent lots when the street is extended;</p> <p>8. A cul-de-sac, court or similar type street shall be permitted only when necessary to the development of the subdivision, and provided, that no such street shall have a maximum length greater than four hundred feet (400') from entrance to center of turnaround, and all cul-de-sacs shall have a minimum turnaround radius of sixty feet (60') at the property line and not less than forty five feet (45') at the curb line;</p> <p>9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°);</p> <p>10. Where any street deflects an angle of ten degrees (10°) or more, a connecting curve shall be required having a minimum centerline radius of three hundred feet (300') for arterial and collector streets, and one hundred twenty five feet (125') for minor streets;</p> <p>11. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited;</p> <p>12. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets;</p> <p>13. Proposed streets which are a continuation of an existing street shall be given the same names as the existing street. All new street names shall not duplicate or be confused with the names of existing streets within Blaine County, Idaho. The subdivider shall obtain approval of all street names within the proposed subdivision from the County Assessor's office before submitting same to council for preliminary plat approval;</p> <p>14. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills;</p> <p>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;</p> <p>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;</p> <p>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;</p> <p>18. Street lighting shall be required consistent with adopted city standards and where designated shall be installed by the subdivider as a requirement improvement;</p> <p>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;</p> <p>20. Street signs shall be installed by the subdivider as a required improvement of a type and design approved by the Administrator and</p>
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			<p>shall be consistent with the type and design of existing street signs elsewhere in the City;</p> <p>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;</p> <p>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;</p> <p>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</p> <p>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.</p>
			<p><i>City Council Findings</i></p> <p><i>This Townhouse Subdivision does not create new street, public road, or bridge. The townhome units are accessed from Warm Springs Road. The subdivision is not located within the Avalanche Zone. These standards are not applicable.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>16.04.040.I</p> <p>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.</p>
			<p><i>City Council Findings</i></p> <p><i>This proposal does not create a new alley. This standard is not applicable as the proposed townhome units are located within a residential neighborhood and alleys are not required to be provided.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>16.04.040.J</p> <p>Required Easements: Easements, as set forth in this subsection, shall be required for location of utilities and other public services, to provide adequate pedestrian circulation and access to public waterways and lands.</p> <p>1. A public utility easement at least ten feet (10') in width shall be required within the street right-of-way boundaries of all private streets. A public utility easement at least five feet (5') in width shall be required</p>

			<p>within property boundaries adjacent to Warm Springs Road and within any other property boundary as determined by the City Engineer to be necessary for the provision of adequate public utilities.</p> <p>2. Where a subdivision contains or borders on a watercourse, drainageway, channel or stream, an easement shall be required of sufficient width to contain such watercourse and provide access for private maintenance and/or reconstruction of such watercourse.</p> <p>3. All subdivisions which border the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a ten foot (10') fish and nature study easement along the riverbank. Furthermore, the Council shall require, in appropriate areas, an easement providing access through the subdivision to the bank as a sportsman's access. These easement requirements are minimum standards, and in appropriate cases where a subdivision abuts a portion of the river adjacent to an existing pedestrian easement, the Council may require an extension of that easement along the portion of the riverbank which runs through the proposed subdivision.</p> <p>4. All subdivisions which border on the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a twenty five foot (25') scenic easement upon which no permanent structure shall be built in order to protect the natural vegetation and wildlife along the riverbank and to protect structures from damage or loss due to riverbank erosion.</p> <p>5. No ditch, pipe or structure for irrigation water or irrigation wastewater shall be constructed, rerouted or changed in the course of planning for or constructing required improvements within a proposed subdivision unless same has first been approved in writing by the ditch company or property owner holding the water rights. A written copy of such approval shall be filed as part of required improvement construction plans.</p> <p>6. Nonvehicular transportation system easements including pedestrian walkways, bike paths, equestrian paths, and similar easements shall be dedicated by the subdivider to provide an adequate nonvehicular transportation system throughout the City.</p>
			<p><i>City Council Findings</i></p> <p><i>The required utility along Warm Springs Road is reflected on the plat. All other existing and necessary easements are indicated on the plat.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>16.04.040.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</p>

				<p>plat approval. In the event that the sanitary sewage system of a subdivision cannot connect to the existing public sewage system, alternative provisions for sewage disposal in accordance with the requirements of the Idaho Department of Health and the Council may be constructed on a temporary basis until such time as connection to the public sewage system is possible. In considering such alternative provisions, the Council may require an increase in the minimum lot size and may impose any other reasonable requirements which it deems necessary to protect public health, safety and welfare.</p>
			<i>City Council Findings</i>	<i>The development is connected to the municipal sewer system. The development's sewer services have been completed to the satisfaction of City Departments.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.L	<p><b>Water System Improvements:</b> 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.</p>
			<i>City Council Findings</i>	<i>The townhome unit is connected to the municipal water system. The development is connected to the municipal water system. The development's water services have been completed to the satisfaction of City Departments.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.M	<p><b>Planting Strip Improvements:</b> 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.</p>
			<i>City Council Findings</i>	<i>This standard is not applicable as the sublots are located within an existing residential neighborhood and the subject property does not adjoin incompatible uses or features.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.N	<p><b>Cuts, Fills, And Grading Improvements:</b> 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</p>



			<p>disruption of soils and vegetation. The design criteria shall include the following:</p> <ol style="list-style-type: none"> <li>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.</li> <li>2. Preliminary grading plan prepared by a civil engineer shall be submitted as part of all preliminary plat applications. Such plan shall contain the following information: <ol style="list-style-type: none"> <li>a. Proposed contours at a maximum of five foot (5') contour intervals.</li> <li>b. Cut and fill banks in pad elevations.</li> <li>c. Drainage patterns.</li> <li>d. Areas where trees and/or natural vegetation will be preserved.</li> <li>e. Location of all street and utility improvements including driveways to building envelopes.</li> <li>f. Any other information which may reasonably be required by the Administrator, commission or Council to adequately review the affect of the proposed improvements.</li> </ol> </li> <li>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.</li> <li>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.</li> <li>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.</li> <li>6. Where cuts, fills, or other excavations are necessary, the following development standards shall apply: <ol style="list-style-type: none"> <li>a. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability.</li> <li>b. Fills shall be compacted to at least ninety five percent (95%) of maximum density as determined by AASHO T99 (American Association of State Highway Officials) and ASTM D698 (American Standard Testing Methods).</li> <li>c. Cut slopes shall be no steeper than two horizontal to one vertical (2:1). Subsurface drainage shall be provided as necessary for stability.</li> <li>d. Fill slopes shall be no steeper than three horizontal to one vertical (3:1). Neither cut nor fill slopes shall be located on</li> </ol> </li> </ol>
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				<p>natural slopes of three to one (3:1) or steeper, or where fill slope toes out within twelve feet (12') horizontally of the top and existing or planned cut slope.</p> <p>e. Toes of cut and fill slopes shall be set back from property boundaries a distance of three feet (3'), plus one-fifth (1/5) of the height of the cut or the fill, but may not exceed a horizontal distance of ten feet (10'); tops and toes of cut and fill slopes shall be set back from structures at a distance of at least six feet (6'), plus one-fifth (1/5) of the height of the cut or the fill. Additional setback distances shall be provided as necessary to accommodate drainage features and drainage structures.</p>
			<i>City Council Findings</i>	<i>The project's grading improvements were reviewed and approved by City Departments through Design Review (Application File No. P20-031), Townhouse Subdivision Preliminary Plat (Application File No. P20-058), and Building Permit (Application File No. B20-079).</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.O	<p><b>Drainage Improvements:</b> The subdivider shall submit with the preliminary plat application such maps, profiles, and other data prepared by an engineer to indicate the proper drainage of the surface water to natural drainage courses or storm drains, existing or proposed. The location and width of the natural drainage courses shall be shown as an easement common to all owners within the subdivision and the City on the preliminary and final plat. All natural drainage courses shall be left undisturbed or be improved in a manner that will increase the operating efficiency of the channel without overloading its capacity. An adequate storm and surface drainage system shall be a required improvement in all subdivisions and shall be installed by the subdivider. Culverts shall be required where all water or drainage courses intersect with streets, driveways or improved public easements and shall extend across and under the entire improved width including shoulders.</p>
			<i>City Council Findings</i>	<i>The project's drainage improvements were reviewed and approved by City Departments through Design Review (Application File No. P20-031), Townhouse Subdivision Preliminary Plat (Application File No. P20-058), and Building Permit (Application File No. B20-079).</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.P	<p><b>Utilities:</b> In addition to the terms mentioned in this section, all utilities including, but not limited to, electricity, natural gas, telephone and cable services shall be installed underground as a required improvement by the subdivider. Adequate provision for expansion of such services within the subdivision or to adjacent lands including installation of conduit pipe across and underneath streets shall be installed by the subdivider prior to construction of street improvements.</p>
			<i>City Council Findings</i>	<i>All utilities required to serve the townhome development, including natural gas, telephone, cable, and electricity have been installed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.Q	<p><b>Off Site Improvements:</b> 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</p>

				limited to, bridges, intersections, roads, traffic control devices, water mains and facilities, and sewer mains and facilities.
			<i>City Council Findings</i>	<i>No off-site improvements are required with this townhouse subdivision.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.R	Avalanche And Mountain Overlay: All improvements and plats (land, planned unit development, townhouse, condominium) created pursuant to this chapter shall comply with City of Ketchum Avalanche Zone District and Mountain Overlay Zoning District requirements as set forth in Title 17 of this Code.
			<i>City Council Findings</i>	<i>N/A. The property is not located within the Avalanche Zone or Mountain Overlay.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.S	Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.
			<i>City Council Findings</i>	<i>N/A. No existing natural features that would have enhanced the attractiveness of the townhome subdivision were present on the parent lot. The project's new landscaping will beautify the townhome development.</i>

### CONCLUSIONS OF LAW

1. The City of Ketchum is a municipal corporation established in accordance with Article XII of the Constitution of the State of Idaho and Title 50 Idaho Code and is required and has exercised its authority pursuant to the Local Land Use Planning Act codified at Chapter 65 of Title 67 Idaho Code and pursuant to Chapters 3, 9 and 13 of Title 50 Idaho Code to enact the Ordinances and regulations, which Ordinances are codified in the Ketchum City Code ("KMC") and are identified

in the Findings of Fact and which are herein restated as Conclusions of Law by this reference and which City Ordinances govern the Applicant's Townhouse Subdivision Final Plat application for the development and use of the project site.

2. The Council has authority to hear the applicant's Townhouse Subdivision application pursuant to Chapter 16.04 of Ketchum Code Title 16.
3. The Townhouse Subdivision Final Plat application is governed under Sections 16.04.010, 16.04.020, 16.04.030, 16.04.080, and 16.04.110 of Ketchum Municipal Code Chapter 16.04.
3. The proposed Townhouse Subdivision for the Waddell/Roush Townhomes developments meets the standards for Townhouse Final Plats under Title 16 of Ketchum Municipal Code subject to conditions of approval.

### DECISION

**THEREFORE**, the Ketchum City Council **approves** this Townhouse Subdivision Final Plat application this Monday, April 4<sup>th</sup>, 2022 subject to the following conditions:

### CONDITIONS OF APPROVAL

1. The Townhome Declaration and Party Wall Agreement shall be simultaneously recorded with the Final Plat, and the City will not now, nor in the future, determine the validity of the Townhome Declaration and Party Wall Agreement.
3. 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.
4. 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,
5. 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 and the associated condominium owners' documents to the Planning and Building Department for the official file on the application.
7. The Final Plat mylar shall contain all items required under Title 50, Chapter 13, Idaho Code as well as all items required pursuant to KMC §16.04.030J including certificates and signatures.

8. The project shall comply with all governing ordinances, requirements, and regulations of the Fire Department (2012 International Fire Code and local Fire Protection Ordinance No.1125), Building Department (2012 International Building Code, the 2012 International Residential Code, and Title 15 of Ketchum Municipal Code), Utilities Department, Street Department (Title 12 of Ketchum Municipal Code), and the City Engineer.
9. The Waddell/Roush Townhomes Final Plat is subject to Design Review (Application File No. P20-031), Townhouse Subdivision Preliminary Plat (Application File No. P20-058), and Building Permit (Application File No. B20-079).

Findings of Fact **adopted** this 4<sup>th</sup> day of April 2022

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Neil Bradshaw, Mayor

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Tara Fenwick, City Clerk



City of Ketchum  
Planning & Building

OFFICIAL USE ONLY	
App No:	P22-004
Date:	12/22/21
By:	S. B. [Signature]
Fee Paid:	750.00
Approved Date:	
By:	

### Subdivision Application

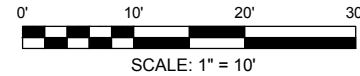
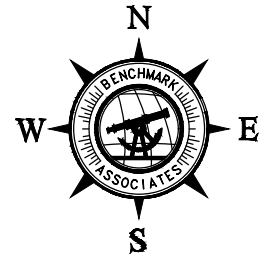
Submit completed application and payment to the Planning and Building Department, PO Box 2315, Ketchum, ID 83340 or hand deliver to Ketchum City Hall, 480 East Ave. N., Ketchum. If you have questions, please contact the Planning and Building Department at (208) 726-7801. To view the Development Standards,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

APPLICANT INFORMATION			
Name of Proposed Subdivision: Waddell/Roush Townhomes			
Owner of Record: Doug & Stacey Waddell			
Address of Owner: 13 Central Way, Suite C, Kirkland, WA 98033			
Representative of Owner: Dave Patrie, Benchmark Associates			
Legal Description: Wills Condominiums No. 2			
Street Address: 3020 Warm Springs Road			
SUBDIVISION INFORMATION			
Number of Lots/Parcels: 2			
Total Land Area: Sublot 1: +/- 5511 SF Sublot 2: +/-5476 SF			
Current Zoning District: GR-L			
Proposed Zoning District: GR-L			
Overlay District: N/A			
TYPE OF SUBDIVISION			
Condominium <input type="checkbox"/>	Land <input type="checkbox"/>	PUD <input type="checkbox"/>	Townhouse <input checked="" type="checkbox"/>
Adjacent land in same ownership in acres or square feet:			
Easements to be dedicated on the final plat: Existing 10' waterline, 7.5' utility, common well site esmts., new 10' wide utility esmt.			
Briefly describe the improvements to be installed prior to final plat approval: 2 townhouse units, paved driveways; utilities installations			
ADDITIONAL INFORMATION			
All lighting must be in compliance with the City of Ketchum's Dark Sky Ordinance One (1) copy of Articles of Incorporation and By-Laws of Homeowners Associations and/or Condominium Declarations One (1) copy of current title report and owner's recorded deed to the subject property One (1) copy of the preliminary plat All files should be submitted in an electronic format.			

Applicant agrees in the event of a dispute concerning the interpretation or enforcement of the Subdivision Application in which the City of Ketchum is the prevailing party to pay reasonable attorney's fees and costs, including fees and costs of appeal for the City of Ketchum. Applicant agrees to observe all City ordinances, laws and conditions imposed. Applicant agrees to defend, hold harmless and indemnify the City of Ketchum, city officials, agents and employees from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property, and losses and expenses caused or incurred by Applicant, its servants, agents, employees, guests and business invitees and not caused by or arising out of the tortious conduct of city or its officials, agents or employees. Applicant certifies that s/he has read and examined this application and that all information contained herein is true and correct.

*David Patrie*  
Applicant Signature *(representative)*

12/22/21  
Date



# WADDELL/ROUSH TOWNHOMES

LOCATED WITHIN: SECTIONS 11 & 14, TOWNSHIP 4 NORTH, RANGE 17 EAST, B.M.,  
CITY OF KETCHUM, BLAINE COUNTY, IDAHO

A TOWNHOUSE SUBDIVISION OF WILLS CONDOMINIUMS, NO. 2 AMENDED.

## JANUARY 2022

### LEGEND:

- PROPERTY BOUNDARY
- SUBLOT LINE
- APPROXIMATE BUILDING FOOTPRINT
- EASEMENT LINE
- BLAINE COUNTY GIS TIES
- FOUND 1/2" REBAR
- FOUND 5/8" REBAR
- SET 5/8" REBAR, PLS #9561
- FOUND BRASS CAP
- FOUND ALUMINUM CAP
- MEASURED BEARING & DISTANCE
- RECORD BEARING & DISTANCE PER PLAT OF WILLS CONDOS NO. 2

### SURVEYOR NARRATIVE & NOTES

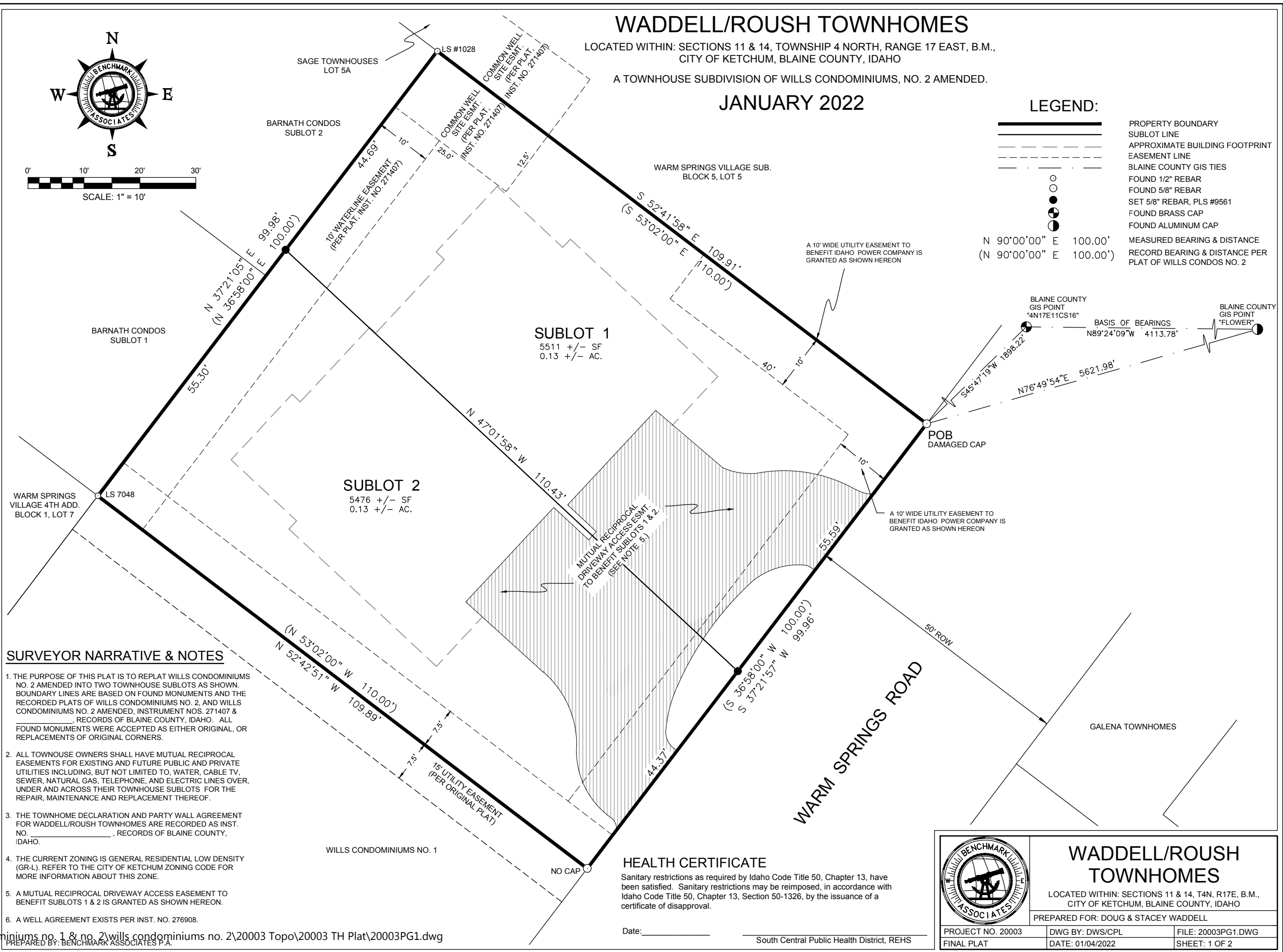
1. THE PURPOSE OF THIS PLAT IS TO REPLAT WILLS CONDOMINIUMS NO. 2 AMENDED INTO TWO TOWNHOUSE SUBLOTS AS SHOWN. BOUNDARY LINES ARE BASED ON FOUND MONUMENTS AND THE RECORDED PLATS OF WILLS CONDOMINIUMS NO. 2, AND WILLS CONDOMINIUMS NO. 2 AMENDED, INSTRUMENT NOS. 271407 & \_\_\_\_\_, RECORDS OF BLAINE COUNTY, IDAHO. ALL FOUND MONUMENTS WERE ACCEPTED AS EITHER ORIGINAL, OR REPLACEMENTS OF ORIGINAL CORNERS.
2. ALL TOWNHOUSE OWNERS SHALL HAVE MUTUAL RECIPROCAL EASEMENTS FOR EXISTING AND FUTURE PUBLIC AND PRIVATE UTILITIES INCLUDING, BUT NOT LIMITED TO, WATER, CABLE TV, SEWER, NATURAL GAS, TELEPHONE, AND ELECTRIC LINES OVER, UNDER AND ACROSS THEIR TOWNHOUSE SUBLOTS FOR THE REPAIR, MAINTENANCE AND REPLACEMENT THEREOF.
3. THE TOWNHOME DECLARATION AND PARTY WALL AGREEMENT FOR WADDELL/ROUSH TOWNHOMES ARE RECORDED AS INST. NO. \_\_\_\_\_, RECORDS OF BLAINE COUNTY, IDAHO.
4. THE CURRENT ZONING IS GENERAL RESIDENTIAL LOW DENSITY (GR-L). REFER TO THE CITY OF KETCHUM ZONING CODE FOR MORE INFORMATION ABOUT THIS ZONE.
5. A MUTUAL RECIPROCAL DRIVEWAY ACCESS EASEMENT TO BENEFIT SUBLOTS 1 & 2 IS GRANTED AS SHOWN HEREON.
6. A WELL AGREEMENT EXISTS PER INST. NO. 276908.

### HEALTH CERTIFICATE

Sanitary restrictions as required by Idaho Code Title 50, Chapter 13, have been satisfied. Sanitary restrictions may be reimposed, in accordance with Idaho Code Title 50, Chapter 13, Section 50-1326, by the issuance of a certificate of disapproval.

Date: \_\_\_\_\_  
South Central Public Health District, REHS

			<b>WADDELL/ROUSH TOWNHOMES</b>		
			LOCATED WITHIN: SECTIONS 11 & 14, T4N, R17E, B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO		
PREPARED FOR: DOUG & STACEY WADDELL			PROJECT NO. 20003	DWG BY: DWS/CPL	FILE: 20003PG1.DWG
FINAL PLAT			DATE: 01/04/2022	SHEET: 1 OF 2	







RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

BENJAMIN W. WORST, P.C.  
Attorney At Law  
P.O. Box 6962  
Ketchum, Idaho 83340

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(Space Above For Recorder's Use)

**TOWN HOUSE DECLARATION**

**FOR THE**

**WADDELL/ROUSH TOWNHOMES**

THIS TOWNHOUSE DECLARATION dated for reference purposes \_\_\_\_\_, 2021, shall be effective upon recordation in the office of the Blaine County, Idaho Recorder. This Declaration is made by H. DOUGLAS WADDELL and STACEY F. WADDELL, husband and wife.

**SECTION 1 - RECITALS**

**1.1 Property Covered.** Declarant is the owner of certain property and the improvements thereon located in the City of Ketchum, County of Blaine, State of Idaho, which is more particularly described as:

Sublots 1 and 2 of Waddell/Rousch Townhomes, according to the official plat thereof, recorded \_\_\_\_\_, 2021, as Inst. No. \_\_\_\_\_, records of Blaine County, Idaho.

**1.2 Intention of Declarant.** The Property has been approved by the City of Ketchum, Idaho, for a townhouse subdivision, as set forth on the plat attached hereto as Exhibit "A" and made a part hereof. Declarant intends to provide for townhouse ownership of the Property, as improved, under Section 16.04 of the Subdivision Ordinance of the City of Ketchum, which provides for ownership of individual Townhouses and Sublots by the individual Owners. It is the intention of Declarant to sell and convey, or keep, each individual Townhouse/Sublot together with the improvements thereon. Such sales shall be subject to the

protective restrictions, covenants and conditions contained in this Declaration which are for the mutual benefit of the present and future Owners and are intended to preserve the value, desirability and attractiveness of the Townhouses/Sublots, to create and protect the highest quality development of the property and to ensure proper maintenance thereof.

## **SECTION 2 - DECLARATION**

Declarant hereby declares that all of the Property shall be held, occupied, used, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and each Sublot/Townhouse and be binding on all parties having any rights, title or interest in the Property, a Sublot or Townhouse or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

## **SECTION 3 - DEFINITIONS**

**Definitions.** The following terms shall have the following meanings:

"Declarant" shall mean H. DOUGLAS WADDELL and STACEY F. WADDELL, husband and wife.

"Declaration" shall mean this Townhouse Declaration and any amendments here to.

"Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Townhouse/Sublot, but excluding those having such interests merely as security for the performance of an obligation.

"Persons" shall include natural persons, partnerships, corporations, companies, trusts, entities, associations and personal representatives.

"Plat" shall mean the final plat for the Waddell/Roush Townhomes recorded in the official records of Blaine County, Idaho concurrently herewith.

"Property" shall mean and refer to the real property described in Exhibit A attached hereto and incorporated herein.

"Sublot" shall mean and refer to any one of the parcels which constitute a portion of the Property as depicted on Exhibit A. The terms Townhouse and Sublot whether used individually or collectively shall refer to both the Townhouse and the underlying Sublot.

"Townhouse" shall mean the single-family residential improvements located on each Sublot.

## SECTION 4 - PROPERTY RIGHTS

**4.1 Declarant is the Original Owner.** Declarant is the original Owner of the Property and all improvements located thereon and will continue to be deemed the Owner thereof except as conveyances or documents changing such ownership regarding specifically described Sublots within the Property are filed of record.

**4.2 Sublots.** Subject to the provisions of this Declaration, each Owner shall have the exclusive right to own, use and enjoy the Sublot owned by such Owner.

**4.3 Inseparability.** No part of a Sublot or Townhouse or of the legal rights comprising ownership of a Sublot or Townhouse may be separated from any other part thereof during the period of Townhouse ownership prescribed herein, so that each Townhouse and Sublot shall always be conveyed, devised, encumbered and otherwise affected only as a complete Townhouse and Sublot.

**4.4 No Partition.** No Owner may bring any action for partition of the Sublots or Townhouses.

**4.5 Taxes.** Each Owner shall execute such instruments and take such actions as may be reasonably required to obtain separate real property tax assessments of the interest of each Owner in each Townhouse/Sublot. Each Owner shall pay the taxes or assessments assessed against such Owner's respective Townhouse/Sublot.

**4.6 Easements.** In addition to any easements of record effecting the Property and any easements depicted on the Plat, the following easements, rights and obligations are hereby created:

**4.6.1 Right to Use.** Subject to the provisions of this Declaration, each Owner shall have the right to use, enjoy and receive the benefit of any easements created hereunder.

**4.6.2 Utility Easement.** There is hereby created an easement upon, across, over, through and under the Property for ingress, egress, installation, replacement, repair and maintenance of all utilities and service lines and systems including, but not limited to, water, sewer, gas, telephone, electricity, television, cable and communication lines and systems for those utilities initially installed by the Declarant.\

**4.6.3 Easement for Owner Duties.** There is hereby reserved to Declarant and each Owner, or their duly authorized agents and representatives, such easements as are necessary to perform the duties and obligations of the Owners as set forth herein.

**4.6.4 Reciprocal Driveway Easements.** There is hereby created an easement in favor of each Sublot and burdening the other Sublot upon, across, over, through and under that portion of the other Sublot depicted as the circular driveway on the Plat for ingress, egress and parking in addition to installation, replacement, repair and maintenance of such driveway.

**4.6.5 View Corridor Easements.** There is hereby created an easement in favor of each Sublot and burdening the other Sublot upon, across, over, through and under the entirety of the other Sublot establishing a view corridor. The servient estate hereby relinquishes all rights to construct, erect or maintain any structures, walls, fences, monuments or signs or plant and maintain any shrubbery, trees, landscaping, bushes or hedges, or raise the grade or do anything that would cause an obstruction higher than Twelve (12) feet from grade to a clear view from the dominant estate except as such obstructions and landscaping are installed by Declarant as of completion of the construction of the original improvements. Such Twelve (12) foot height limit may be increased in specific locations as agreed in writing by the owners of both Sublots.

**4.6.6 Easement for Encroachments.** Each Sublot is hereby declared to have an easement over the adjoining Sublot for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settling or shifting of any improvement located on any Sublot, or any other similar cause, any encroachment due to building overhang or projection, or any encroachment created by landscaping walls along Sublot property lines. There shall be valid easements for the maintenance of said encroachments so long as they shall exist, and the rights and obligations of the Owner shall not be altered in any way by said encroachment, settling or shifting; provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner if said encroachment occurred due to the willful act or negligence with full knowledge of said Owner. In the event any building or improvement on a Sublot is partially or totally destroyed, and then repaired or rebuilt, the Owners agree that minor encroachments over the adjoining Sublot shall be permitted, and that there shall be valid easements for the maintenance of said encroachments so long as they shall exist. The foregoing encroachment shall not be construed to be encumbrances affecting the marketability of title to either Sublot.

**4.6.7 Easement Over Sublots.** There is hereby reserved to each Owner an easement over the adjoining Sublot to the extent reasonably necessary to permit said Owner to repair, maintain and improve the improvements on said Owner's Sublot; and to permit said Owner to move personal property in and out of the improvements on said Owner's Sublot. Provided, each Owner shall utilize only such portion of the other Sublot, and only for such duration as is reasonably necessary to accomplish a permitted purpose and in a manner that will not unnecessarily disturb the peaceful enjoyment of the other Sublot by the Owner thereof; and at said Owner's sole expense, repair any damage caused to the other Sublot and improvements to as near the original condition as reasonably practicable.

**4.7 Alterations.** No improvements, alterations, repairs, change of paint colors, excavations, changes in grade or other work which in any way alter the exterior of any Sublot or the improvements located thereon from their natural or improved state as of completion of the construction of the original improvements shall be made or done without the prior written approval of the Owner of the adjoining Sublot. No building, fence, wall, residence, or other structure shall be constructed or erected, altered, made or done without the prior written approval of the Owner of the adjoining Sublot. In the event an Owner fails to approve, modify or disapprove in writing an application submitted within thirty (30) days after plans and specifications in writing have been submitted to such Owner, approval will be deemed denied.

**4.8 Nuisances.** No nuisance shall be permitted to exist or operate upon any Sublot or improvement thereon so as to be detrimental to any other Sublot or property in the vicinity thereof or to its occupants.

**4.9 Maintenance.** Each Owner is responsible for all maintenance, repair and replacement of all improvements on the Owner's Sublot, and shall keep the Sublot/Townhouse and all improvements therein or thereon in good order and repair and free of debris, including, but not limited to, the following: landscaping, irrigation, plumbing, electrical lines, gas lines and gas and electric meters, windows, doors, including door hardware such as knobs and locks, keys, garage mechanical systems, window and door screens, siding, telephone, television lines or other lines servicing solely a Sublot, weather stripping, chimney cleaning, dryer vents, and each Townhouse's fire system. Without limiting the foregoing, each Owner shall be responsible for snow removal on and adjacent to such Owner's Sublot. Each Owner shall remove snow from the roof above such Owner's Townhouse when such roof contains One Hundred Twenty (120) pounds of snow per square foot, as determined by local agencies.

**4.10 Signs.** No sign of any kind shall be displayed to the public view, except such signs of customary and reasonable dimensions which may be displayed on or from a Townhouse advertising that such Townhouse is for sale.

**4.11 Animals.** No animals of any kind shall be raised, bred or kept in any Townhouse for commercial purposes. Domestic cats and dogs may be kept in a Townhouse, provided that no cat or dog is a nuisance to the other Townhouse Owners, their guests, licensees or invitees. Such animals shall not be allowed to run at large, chase wild animals or bark/meow or make noise excessively. Dogs shall be kept within each Townhouse Owner's Townhouse or on such Owner's Sublot at all times except when such animals are under the control of the Owner or on a leash. Pet feces and waste shall be immediately removed from the Owner's Townhouse/Sublot.

**4.12 Permitted Uses.** The Townhouses and Sublots shall be used for residential purposes only. Owners may engage in home occupations and lease the Townhouses as set forth herein below.

**4.13 Leasing.** Nothing in this Declaration shall prevent an Owner from leasing or renting such Owner's Townhouse; provided, however, any lease or rental agreement must be in writing and must specify that its terms shall be subject in all respects to the provisions of this Declaration. Any failure by the tenant to comply with the terms of this Declaration shall be a default under the lease or rental agreement. If any lease does not contain the foregoing provisions, such provisions shall nevertheless be deemed to be part of the lease and binding upon the Owner and the tenant by reason of their being stated in this Declaration. Other than as stated herein, there is no restriction on the right of any Owner to lease or otherwise rent such Owner's Townhouse. Notwithstanding any agreement between the Owner and the prospective tenant to the contrary, the leasing or rental of a Townhouse/Sublot shall not operate to relieve the Owner of the primary responsibility for compliance with all provisions of this Declaration.

**4.14 No Hazardous Activities.** No activities shall be conducted on or in any Townhouse or Sublot and no hazardous improvements shall be constructed on or in any

Townhouse or Sublot. Without limiting the generality of the foregoing, no firearms shall be discharged upon or in any Townhouse or Sublot and no open fires shall be lighted or permitted on or in any Townhouse or Sublot except in a contained fireplace, barbecue, grill or fire pit while attended.

**4.15 Parking and Parking Areas.** Nothing shall be stored on or in the driveway, parking areas or any other exterior part of the Sublots. Such prohibition includes, but is not limited to, automobiles, motorcycles, boats, RV's and bicycles. Notwithstanding the foregoing, automobiles, motorcycles, vehicles, boats, RV's and bikes in regular use may be parked temporarily on in the driveway areas. Garbage and recycling containers shall be kept at all times within the garage of each individual Townhouse except after 5:00 p.m. on the evening before the City-designated day for garbage and recycling pick up and on the day designated for such pick up.

**4.16 No Temporary Structures.** No tent, shed, shack or other temporary building, improvement or structure shall be placed upon any Sublot.

**4.17 Compliance with the Law.** Zoning regulations, building regulations, environmental regulations and other similar governmental laws and regulations applicable to the Property shall be observed. In the event of any conflict between any provision of such governmental regulations and the restrictions of this Declaration, the more restrictive provisions shall apply

## **SECTION 5 - INSURANCE**

**5.1 Insurance by Owners.** Every Owners shall obtain fire insurance, with extended coverage endorsement, including vandalism, malicious mischief, debris removal, cost of demolition, windstorm and water damage, in an amount equal to or greater than the replacement value of such Owner's Townhouse without deduction for depreciation, together with comprehensive liability insurance. All such policies shall name the Owner of the adjoining Townhouse as co-insured and shall not be cancelled without thirty (30) days notice to the other Owner.

**5.2 Reconstruction.** In the event of damage or destruction by fire or other casualty to either Sublot or Townhouse, the Owner thereof shall, upon receipt of the insurance proceeds, repair or rebuild such damage or destroyed portions of the Sublot and Townhouse in a good workmanlike manner substantially the same as the original plans and specifications of said property.

## **SECTION 6 - MISCELANEOUS**

**6.1 Amendment.** The provisions of this Declaration may be amended only by an instrument in writing signed, acknowledged and recorded by unanimous agreement of the Owners. Such an amendment shall be effective upon recording with the Blaine County, Idaho Recorder.

**6.2 Notices.** Any notice permitted or required to be delivered as provided herein shall be in writing and may be delivered personally, by email or by USPS mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to any person at the address given by such person to the other Owners for the purpose of service of such notice, or to the mailing address on the Owner's most recent deed of record if no address has been given to the other Owners. Such address may be changed from time to time by notice in writing to the other Owners.

**6.3 Interpretation.** The provisions of this Declaration shall be liberally construed to effectuate their purpose of creating a uniform plan for the operation of the Townhouses/Sublots. All provisions shall be construed so as to be in conformance with the laws of the State of Idaho, the City of Ketchum and all other governmental regulatory agencies.

**6.4 Governing Law/Venue.** This Declaration shall be construed and governed under the laws of the State of Idaho. Any legal, equitable or administrative action in any manner related to or arising from this Declaration shall be heard and tried in Blaine County, Idaho.

**6.5 Enforcement and Non-Waiver.** Every Owner shall have the right to enforce any or all of the provisions of this Declaration. Every act or omission whereby any provision of this Declaration is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action. Any violation of any state, municipal or local law, ordinance or regulation pertaining to the ownership, occupation or use of any Sublot or Townhouse is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement. The failure to enforce any of the provisions of this Declaration at any time shall not constitute a waiver of the right thereafter to enforce any such provisions hereof. In the event that any Owner must retain the services of an attorney to enforce its rights hereunder, the defaulting party shall pay the non-defaulting party's reasonable attorney fees and costs, whether or not litigation is commenced and including reasonable attorney fees and costs on appeal.

**6.6 Owners' Obligations Continue.** All obligations of every Owner under this Declaration accrued during such Owner's ownership of a Townhouse/Sublot shall continue, notwithstanding that such Owner may have leased or transferred such Owner's interest in such Townhouse/Sublot. No Owner shall have any obligation for expenses or other obligations accrued after such Owner conveys such Owner's Townhouse/Sublot.

**6.7 Duration.** The covenants and restrictions of this Declaration shall run with the land and bind it for a term commencing on the date hereof and ending upon the written revocation of all of the Owners.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

This Declaration is executed effective this \_\_\_\_ day of \_\_\_\_\_, 2021.

DECLARANT

\_\_\_\_\_  
H. DOUGLAS WADDELL, a married man

\_\_\_\_\_  
STACEY F. WADDELL, a married woman



STATE OF IDAHO )  
 ) ss.  
County of Blaine )

On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me \_\_\_\_\_, a notary public in and for said state, personally appeared H. DOUGLAS WADDELL, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

\_\_\_\_\_  
NOTARY PUBLIC FOR IDAHO  
Residing at \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

STATE OF IDAHO )  
 ) ss.  
County of Blaine )

On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me \_\_\_\_\_, a notary public in and for said state, personally appeared STACEY F. WADDELL, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she 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.

\_\_\_\_\_  
NOTARY PUBLIC FOR IDAHO  
Residing at \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

**Instrument # 597479**

HAILEY, BLAINE, IDAHO  
05-14-2012 4:24:00 PM No. of Pages: 1  
Recorded for: BLAINE COUNTY TITLE  
JOLYNN DRAGE Fee: \$10.00  
Ex-Officio Recorder Deputy. mpp  
Electronically Recorded by Simplifile

When recorded, return to:



\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**GRANT DEED**

**GRANTOR, WP Bacchus, LLC, a Washington Limited Liability Company**

whose current address is: c/o Waddell Properties, Inc., 5612 Lake Washington Blvd., Suite 100, Kirkland, WA 98033

for a good and valuable consideration does hereby GRANT, SELL AND CONVEY unto

**H. Douglas Waddell and Stacey F. Waddell, husband and wife**

GRANTEE, whose address is: c/o Waddell Properties, Inc., 5612 Lake Washington Blvd, Suite 100, Kirkland, WA 98033

the following described real property to wit:

Condominium Unit 2, as shown on the Condominium Map of WILLS CONDOMINIUMS NO. 2, recorded as Instrument No. 271407 and as defined and described in the Condominium Declaration for WILLS CONDOMINIUMS NO. 2, recorded as Instrument No. 273907 and re-recorded as Instrument No. 276688, records of Blaine County, Idaho.

TOGETHER with all tenements, hereditaments and appurtenances thereunto appertaining.

TO HAVE AND TO HOLD, the property granted by this deed to grantee, and grantee's heirs and assigns forever. And Grantor covenants that grantor has not done or suffered anything whereby the described property has been encumbered in any way whatever.

Dated: May 9<sup>th</sup>, 2012

WP Bacchus, LLC, a Washington Limited Liability Company

By: H. Douglas Waddell, Manager

STATE OF Washington )  
 ) ss.  
COUNTY OF King )

On this 9<sup>th</sup> day of May, 2012, before me, the undersigned, a Notary Public, in and for said State, personally appeared **H. Douglas Waddell** known to me, and or identified to me on the basis of satisfactory evidence, to be the Manager of the Limited Liability Company that executed the instrument and the foregoing instrument was signed on behalf of said company by authority of consent of its members and acknowledged to me that he executed the same.

WITNESS MY HAND AND OFFICIAL SEAL.

\_\_\_\_\_  
Notary Public  
Notary Resides: RENTON, WA  
My commission expires: 5/7/14





**TitleOne**  
a title & escrow co.

**Instrument # 595984**

HAILEY, BLAINE, IDAHO  
03-28-2012 12:25:00 PM No. of Pages: 4  
Recorded for: FIRST AMERICAN TITLE - KETCHUM  
JOLYNN DRAGE Fee: \$19.00  
Ex-Officio Recorder Deputy: mpp  
Electronically Recorded by Simplifile

4056526

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

Order No. 12202663

**SPECIAL WARRANTY DEED**

This Special Warranty Deed is between **Federal National Mortgage Association ("Grantor")**, whose address is 14221 Dallas Parkway, Suite 1100, Dallas, TX 75254, and **Herbert Douglas Waddell and Stacey F. Waddell, husband and wife ("Grantee")**, whose address is 9028 NE 41st Street, Yarrow Point, WA 98004, witnesseth:

That Grantor, for and in consideration of the sum of Ten Dollars and No Cents (\$10.00), and other good and valuable consideration, the receipt whereof is hereby acknowledged, does, by these presents, convey unto Grantee and its heirs, successors and assigns forever, all the following described real estate situated in the County of Ada County, State of Idaho:

**See Exhibit A, attached hereto and incorporated herein.**

Grantee herein shall be prohibited from conveying captioned property for a sales price of greater than \$319,080.00 for a period of three month(s) from the date of this Deed. Grantee shall also be prohibited from encumbering subject property with a security interest in the principal amount of greater than \$319,080.00 for a period of three month(s) from the date of this Deed. These restrictions shall run with the land and are not personal to Grantee.

This restriction shall terminate immediately upon conveyance at any foreclosure sale related to a Mortgage or Deed of Trust.

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, the rents, issues and profits thereof; and all estate, right, title and interest in and to the property, as well in law as in equity, except as expressly provided otherwise herein ("**Premises**").

To have and to hold, all and singular the Premises together with the appurtenances unto Grantee and its heirs, successors and assigns forever.

Grantor makes no covenants or warranties with respect to title, express or implied, other than that previous to the date of this instrument, Grantor has not conveyed the same estate to any person other than Grantee and that such estate is at the time of the execution of this instrument free from encumbrances done, made or suffered by the Grantor, or any person claiming under Grantor, subject to any and all easements, restrictions, agreements and encumbrances of record or appearing on the land as of the date of this instrument.

*[signature pages to follow]*

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed on the

26th day

of March, 2012.

Federal National Mortgage Association

By: Andrea Whitney

Federal National Mortgage Association, by Pite Duncan, LLP, a  
California Limited Liability Partnership, as Attorney-in-Fact

By: \_\_\_\_\_, Authorized Signer

Andrea Whitney

ACKNOWLEDGEMENT ATTACHED

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

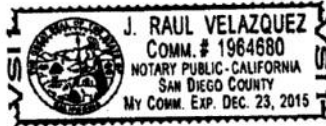
State of California

County of San Diego }

On 3/24/12 before me, J. Raul Velazquez - Notary  
Date Here Insert Name and Title of the Officer

personally appeared Andrea D. Whitney  
Name(s) of Signer(s)

who proved 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 in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: J. Raul Velazquez  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_ Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_  Corporate Officer — Title(s): \_\_\_\_\_

Individual  Partner —  Limited  General  Individual  Partner —  Limited  General

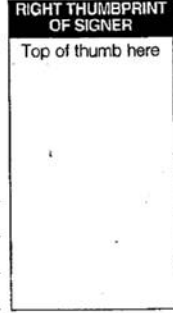
Attorney in Fact  Attorney in Fact

Trustee  Trustee

Guardian or Conservator  Guardian or Conservator

Other: \_\_\_\_\_  Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_ Signer Is Representing: \_\_\_\_\_



**EXHIBIT A  
LEGAL DESCRIPTION OF THE PREMISES**

Condominium Unit 1 as shown on the Condominium Map for WILLS CONDOMINIUMS NO. 2, recorded as Instrument No. 271407, and as defined and described in the Condominium Declaration for WILLS CONDOMINIUMS NO. 2, recorded as Instrument No. 276688, records of Blaine County, Idaho.

## 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

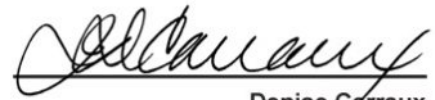
Blaine County Title, Inc.  
360 Sun Valley Road  
P.O. Box 3176  
Ketchum, ID 83340  
Agent ID: 120037

**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.: 2022283

Lot Book Guarantee (6-6-92)

Page 1 of 3 of Policy Serial No.: G-0000-460317608

## 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.: 2022283

Lot Book Guarantee (6-6-92)

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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.: 2022283

Lot Book Guarantee (6-6-92)

Page 3 of 3 of Policy Serial No.: G-0000-460317608

**LOT BOOK GUARANTEE  
SCHEDULE A**

**File No.:** 2022283

**Guarantee No.:** G-0000-460317608

**Date of Guarantee:** April 14, 2020 at 5:00 P.M.

**Liability:** \$1,000.00

**Premium:** \$120.00

**A. Assured:**

Benchmark Associates, P.A.

**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:**

Condominium Units 1 and 2, as shown on the Condominium Map of WILLS CONDOMINIUMS NO. 2, recorded as Instrument No. 271407 and as defined and described in the Condominium Declaration for WILLS CONDOMINIUMS NO. 2, recorded as Instrument No. 273907 and re-recorded as Instrument No. 276688, records of Blaine County, Idaho.

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

Special Warranty Deed and Grant Deed, recorded as Document No. 595984 and 597479, conveying said real property to:

Herbert Douglas Waddell and Stacey F. Waddell, husband and wife also shown of record as H. Douglas Waddell and Stacey F. Waddell, husband and wife

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 \$2,101.14, which are paid in full.  
(Parcel No. RPK09840000010)

Note: General taxes for the year 2019, a lien in the amount of \$2,101.14, which are paid in full.  
(Parcel No. RPK09840000020)

9. Water and sewer charges of the City of Ketchum.
10. Ketchum rubbish charges billed by Clear Creek Disposal.
11. Levies and Assessments of Wills Condominiums No. 2 Owners Association.
12. Notes, Easements and Restrictions of Warm Springs Village, recorded January 12, 1948 as [Instrument No. 92906](#), records of Blaine County, Idaho.
13. Limitations, Restrictions and Covenants, including the terms and provisions thereof, as contained in the Warranty Deed executed by Mark B. Lloyd and Helen R. Lloyd, husband and wife, recorded December 22, 1959 in Book 171 of Deeds at page 435, as [Instrument No. 113432](#), records of Blaine County, Idaho.
14. Terms, provisions, covenants, conditions, restrictions, easements, charges, assessments, and liens (provisions, if any, based on race, color, religion, or national origin are omitted) provided by applicable condominium law or the Condominium Declaration and bylaws recorded in the following documents:
  - A. Condominium Plat and Diagrammatic Floor Plan of Wills Condominiums No. 2 recorded March 19, 1986 as [Instrument No. 271407](#), records of Blaine County, Idaho.
  - B. ByLaws of Wills Condominiums No. 2 Owners Association, recorded June 13, 1986 as [Instrument No. 273905](#), records of Blaine County, Idaho.
  - B. Declaration of Condominium Covenants, Conditions and Restrictions of Wills Condominiums No. 2 recorded June 13, 1986 as [Instrument No. 273907](#) and re-recorded as [Instrument No. 276688](#), records of Blaine County, Idaho.

15. Well Agreement, including the terms and provisions thereof, recorded September 19, 1986 as [Instrument No. 276908](#), records of Blaine County, Idaho.
16. Notices of liens if any, in favor of the State Tax Commission, the Department of Labor and Department of Health and Welfare of the State of Idaho filed in the office of the Secretary of State pursuant to Chapter 19, Title 45, Idaho Code. (The Idaho State Tax Commission electronically files liens with the office of the Secretary of State and not with the Blaine County Recorder. Until final review at closing, title may be subject to such further matters as appear necessary and appropriate following such review.)

## 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?
<b>For our everyday business purposes</b> — 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
<b>For our marketing purposes</b> — to offer our products and services to you.	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes</b> — 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
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness.	No	We don't share
<b>For our affiliates to market to you</b> — 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 <a href="mailto:optout@stewart.com">optout@stewart.com</a> or fax to 1-800-335-9591.
<b>For non-affiliates to market to you.</b> 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

<b>How often do the Stewart Title Companies notify me about their practices?</b>	We must notify you about our sharing practices when you request a transaction.
<b>How do the Stewart Title Companies protect my personal information?</b>	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.
<b>How do the Stewart Title Companies collect my personal information?</b>	We collect your personal information, for example, when you <ul style="list-style-type: none"> <li>▪ request insurance-related services</li> <li>▪ provide such information to us</li> </ul> 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.
<b>What sharing can I limit?</b>	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](mailto: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](mailto: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