



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: October 7, 2024 Staff Member/Dept: Paige Nied, Associate Planner
Planning and Building Department

Agenda Item: Recommendation to hold a public hearing and approve the Jade Subdivision Lot Line Shift Application and Adopt the Findings of Fact, Conclusions of Law, and Decision.

Recommended Motion:

“I move to approve the Jade Subdivision Lot Line Shift Application and adopt the Findings of Fact, Conclusions of Law, and Decision.”

Reasons for Recommendation:

- The request meets all applicable standards for Readjustment of Lot Lines as specified in the Ketchum Municipal Code’s Subdivision (Title 16) regulations.
- Consistent with Ketchum Municipal Code §16.04.020, the proposal meets the definition of Readjustment of Lot Lines because: (1) the application proposes to adjust the common lot line, (2) proposed Lot 1 and Lot 2 comply with all dimensional standards required in the LR Zone, and (3) the proposal does not create additional lots or dwelling units.
- All city departments have reviewed the proposal and have no concerns with the proposed lot line shift.

Policy Analysis and Background:

The Jade Subdivision Lot Line Shift Application (File No. P24-061) proposes to adjust the common lot line between two existing tax lots, Tax Lot 2511 and Tax Lot 5101, located at 205 Jade Street (the “subject property”). Please see Figure 1 below for the location of the subject property. The subject property has a total lot area of 29,218 square feet and is within the city’s Limited Residential (LR) Zone District and partially within the Mountain Overlay District (MOD). The MOD boundary line on the subject property can be seen on Sheet 1 of the final plat, included as Attachment 2. The proposal shifts the common lot line from a north/south orientation to an east/west orientation and creates equal lot sizes for both lots. Proposed Lot 1 will have a lot area of 14,609 square feet and proposed Lot 2 will have a lot area of 14,609 square feet. The lot areas proposed for Lot 1 and Lot 2 exceed the 9,000-square-foot minimum lot area required in the LR Zone pursuant to Ketchum Municipal Code (KMC) §17.12.030. As proposed, Lot 1 and Lot 2 would be accessed off Jade Street, with Lot 2 being accessed through Lot 1 via a new 20-foot-wide access and utility easement.



Figure 1: Subject Property (highlighted in blue)

The proposal meets the definition of Readjustment of Lot Lines specified in KMC §16.04.020 because: (1) the application proposes to adjust the common lot line, (2) proposed Lot 1 and Lot 2 comply with all dimensional standards required in the LR zone, and (3) the proposal does not create additional lots or dwelling units.

Readjustment of Lot Lines: A change or modification of the boundary lines between existing lots or parcels of land or between dwelling units which does not reduce the area, frontage, width, depth or building setback lines of each lot below the minimum zoning requirements and which does not create additional lots or dwelling units. "Readjustment of Lot Lines" includes other minor changes to a subdivision, condominium, or townhouse plat such as, but not limited to, notation changes, boundary shifts and removal of lot line(s), each of which do not reduce the area, frontage, width, depth or building setback lines of each lot below the minimum zoning requirements nor create additional lots or dwelling units (KMC §16.04.020).

Consistent with KMC §16.04.060.B, the Readjustment of Lot Lines application was transmitted to city departments, including the City Engineer, Fire, Building, Utilities, and Streets departments, for review. The city department comments were provided to the applicant on August 14, 2024. The applicant submitted revised project plans on August 23, 2024. All city department comments were addressed and resolved on the revised plat. As conditioned, the Jade Subdivision Lot Line Shift Application meets the standards for Readjustment of Lot Lines under Title 16 of the Ketchum Municipal Code.

Tax Lot 2511 is developed with an existing single-family residence that was built in 1965 and is proposed to be demolished and replaced by a new single-family residence on proposed Lot 2. As the demolition of the existing residence is proposed, a building permit for a replacement project must be submitted and all fees paid prior to the demolition application being approved in accordance with KMC §15.16.040.A.2. The demolition of the residence must occur prior to the recording of the final plat (condition of approval #1) in order to not create a non-conforming building across property lines.

Any new development on proposed Lot 1 and Lot 2 will be subject to all zoning regulations of the LR zone district. The building envelopes on Lot 1 and Lot 2 are outside of the MOD, so any new development within the building envelope would not be subject to the MOD standards. Per KMC §17.128.020.L, all buildings must be placed within the platted building envelope, however, certain accessory structures and improvements are permitted to be located outside of building envelopes, provided all other applicable requirements are met. Any accessory structures or grading improvements proposed within the MOD on Lot 1 and Lot 2 would be subject to MOD Design Review, in accordance with KMC §17.104.050.

Sustainability Impact:

This application has no impact on the City's ability to meet the Ketchum Sustainability Action Plan.

Financial Impact:

None	There is no financial request to the City of Ketchum for the application and therefore no budget implications.
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Attachments:

- | |
|---|
| 1. Lot Line Shift Application Materials |
| 2. Final Plat |
| 3. Draft Findings of Fact, Conclusions of Law, and Decision |



City of Ketchum

Attachment 1: Lot Line Shift Application Materials



**City of Ketchum
Planning & Building**

OFFICIAL USE ONLY	
File Number:	P24-061
Date Received:	7/16/24
By:	GB
Fee Paid:	\$1700
Approved Date:	
Denied Date:	
By:	

Readjustment of Lot Lines (Lot Line Shift) Application

Submit completed application and documentation to planningandbuilding@ketchumidaho.org Or hand deliver to Ketchum City Hall, 191 5th St. W. Ketchum, ID If you have questions, please contact the Planning and Building Department at (208) 726-7801. To view the Development Standards, visit the City website at: www.ketchumidaho.org and click on Municipal Code. You will be contacted and invoiced once your application package is complete.

OWNER INFORMATION	
Owner Name: <u>MATT G. DILL, MICHAEL & JENNIFER TIDWELL, WILLIAM KELLY</u>	
Mailing Address: <u>4641 POST ST, # 5224, EL DORADO HILLS, CA 95762</u>	
Phone: <u>PLEASE CONTACT BRUCE AT ALPINE 208-727-1988</u>	
Email: <u>BSMITH@ALPINEENTERPRISESINC.COM</u>	
PROJECT INFORMATION	
Name of Proposed Plat: <u>JADE SUBDIVISION</u>	
Representative of Owner: <u>BRUCE SMITH AT ALPINE ENTERPRISES</u>	
Phone: <u>208-727-1988</u>	
Mailing Address: <u>PO BOX 2037, KETCHUM, ID 83340</u>	
Email: <u>BSMITH@ALPINEENTERPRISESINC.COM</u>	
Legal Land Description: <u>TAX LOTS 2511 & 5101</u>	
Project Address: <u>205 JADE ST.</u>	
Number of Lots: <u>2</u>	Number of Units: <u>2</u>
Total Land Area in Square Feet: <u>± 29,220</u>	Current Zoning District: <u>LR</u>
Overlay District: <input type="checkbox"/> Flood <input type="checkbox"/> Mountain <input type="checkbox"/> Avalanche	
Easements to be Dedicated on the Final Plat (Describe Briefly):	
<u>NEW ACCESS EASEMENT</u>	
<u>EXISTING WATERLINE & POWER EASEMENTS</u>	
ATTACHMENTS NECESSARY TO COMPLETE APPLICATION	
1. A copy of a current lot book guarantee and recorded deed to the subject property; ✓	
2. Title report ✓	
3. PDF version of the final plat. ✓	

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

Bruce Smith Signature of Owner/Representative BRUCE SMITH, PLS ALPINE ENTERPRISES INC
Date: 11 JUL 24

ALPINE ENTERPRISES INC.

Surveying, Engineering, Mapping, GPS, GIS and Natural Hazards Consulting

DATE: June 6, 2024

TO: City of Ketchum, Planning and Building Dept.

Re: The Proposed Jade Subdivision

Dear City;

Please consider this to be a Cover Letter for the Proposed Jade Subdivision to discuss items that are not on the Application Form.

We are considering this as a Lot Line Shift Plat as we have 2 existing Tax Lots that will be reconfigured as shown on the Preliminary Plat.

This proposal is nearly identical to La Fluer Subdivision that was Approved circa 2010, but was never Recorded.

It is our understanding that the City MOD Line is everything Easterly the Comstock Ditch. The Ditch runs from Trail Creek near the Community School to irrigate the Reinheimer Ranch fields. The Ditch appears to be out of service, mostly due to encroachments upstream that renders it incapable of delivering water. The Idaho Park Foundation is currently working on a plan to pump water from the River Run Parking Lot. There are no written Easements for the Ditch that we are aware of. We do plan to keep it open and may serve as a water feature when it does carry some snowmelt and storm runoff.

We plan to provide access to the Southerly Lot 2 via a 20' Access Easement across Lot 1. This is partially on top of the existing Waterline Easement and we understand that a portion of the driveway could be dug up temporarily if the Water Line ever needs maintenance or improvement. We are using as much of the existing asphalt driveway as we can. The Idaho Power Easement along our Southerly Boundary is pretty much out of the way.

Improvements before Final Plat Approval will likely be the removal of the existing structure, and bringing in wet and dry utilities to serve the 2nd Lot.

We do not plan to have CCRs for the Subdivision.

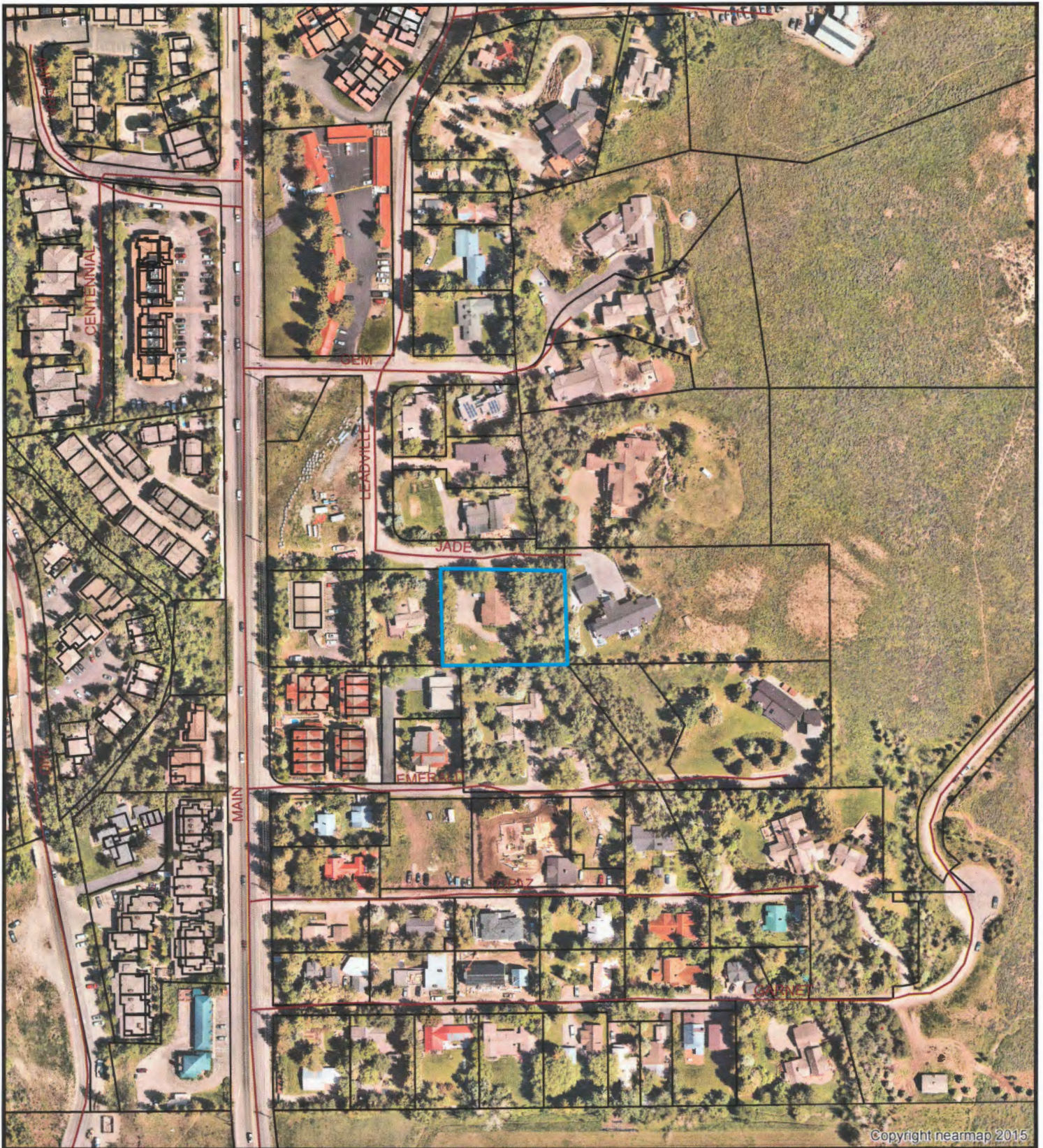
Please feel free to contact us if you have any questions, comments, or if we can be of further assistance.

Respectfully submitted,



Bruce Smith, PLS, Representative
Alpine Enterprises Inc.

CoverLetter_JadeSub_06Jun24.dotx



Copyright nearmap 2015



0 100 200
Feet
1 inch = 200 feet

A Vicinity Map Showing
The Proposed Jade Subdivision
Tax Lots 2511 & 5101, 205 Jade St.
City of Ketchum
Blaine County, Idaho

ALPINE ENTERPRISES INC.
PO Box 2037
660 Bell Drive, Unit 1
Ketchum, Idaho
208-727-1988

June 2023

THIS AGREEMENT MAY BE EXECUTED IN COUNTERPART,
AND AS EXECUTED SHALL CONSTITUTE ONE AGREEMENT.
BONDING ON ALL PARTIES, EVEN THOUGH ALL THE
PARTIES DO NOT SIGN THE ORIGINAL OR THE SAME
COUNTERPART.



WARRANTY DEED

FOR VALUE RECEIVED

Hubert Esperon and Marissa Dineen, husband and wife

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

Matt G. Dill, a single man, as to an undivided 1/3 interest, Gannon Michael Tidwell and Jennifer Lyn Tidwell, husband and wife, as to an undivided 1/3 interest, and William R. Kelly a single man, as to an undivided 1/3 interest


GRANTEE(S) whose current address is: 4641 Post St. #5224, El Dorado Hills,
CA 95762

the following described premises, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except those to which this conveyance is expressly made subject to and those made, suffered or done by the Grantee; and subject to all existing patent reservations; restrictions in railroad deeds of record; easements and rights of way established and of record; protective covenants of record; zoning ordinances and applicable building codes, use restrictions, ordinances, laws and regulations of any governmental unit; general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable; and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

Dated this 7th day of October 2023

Hubert Esperon 


Marissa Dineen

~~State of Idaho~~ State of Washington
~~County of Blaine~~ County of King

This record was acknowledged before me on 07 day of October, 2023, by Hubert
~~Esperon and Marissa Dineen.~~

Tami Lindquist
Notary Public ~~Curtis S. Chambers~~ Tami Lindquist
My Commission Expires: 08/30/2024 BS4WDR

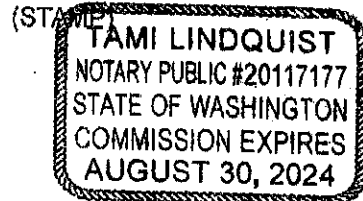


EXHIBIT "A"
LEGAL DESCRIPTION

A parcel of land in the Southeast Quarter of the South West Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$) of Section Eighteen (18), Township Four (4) North, Range Eighteen (18) East of the Boise Meridian, Blaine County, Idaho, more particularly described as follows:

Beginning at a point on the East side of the US. Highway No. 93, 695 feet North and approximately 1349.6 feet West of the South Quarter Corner of said Section 18, Township 4 North, Range 18 East, Boise Meridian; running thence East 300 feet to the TRUE POINT OF BEGINNING;
Thence East 165 feet;
Thence North 0°53' West 150 feet, paralleling the East Boundary of U.S. Highway No. 93;
Thence West 165 feet;
Thence South 0°53' East 150 feet to the True Point of Beginning

AND

A parcel of land in the Southeast Quarter of the South West Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$) of Section Eighteen (18), Township Four (4) North, Range Eighteen (18) East of the Boise Meridian, Blaine County, Idaho, more particularly described as follows:

Beginning at a point approximately 695 feet North and 1049.6 feet North 89°40' West from the South $\frac{1}{4}$ corner of said Section 18;
Thence North 0°53' West 150 feet;
Thence North 89°40' West 30 feet;
Thence South 0°53' East 150 feet;
Thence South 89°40' East 30 feet to the place of beginning

THIS AGREEMENT MAY BE EXECUTED IN COUNTERPART,
AND AS EXECUTED SHALL CONSTITUTE ONE AGREEMENT.
BONDING ON ALL PARTIES, EVEN THOUGH ALL THE
PARTIES DO NOT SIGN THE ORIGINAL OR THE SAME
COUNTERPART.



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FOR VALUE RECEIVED

Hubert Esperon and Marissa Dineen, husband and wife

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

Matt G. Dill, a single man, as to an undivided 1/3 interest, Gannon Michael Tidwell and Jennifer Lyn Tidwell, husband and wife, as to an undivided 1/3 interest, and William R. Kelly a single man, as to an undivided 1/3 interest

GRANTEE(S) whose current address is: 4641 Post St. #5224, El Dorado Hills, CA 95762

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TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except those to which this conveyance is expressly made subject to and those made, suffered or done by the Grantee; and subject to all existing patent reservations; restrictions in railroad deeds of record; easements and rights of way established and of record; protective covenants of record; zoning ordinances and applicable building codes, use restrictions, ordinances, laws and regulations of any governmental unit; general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable; and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

Dated this 7 day of October, 2023

h | e
Hubert Esperon

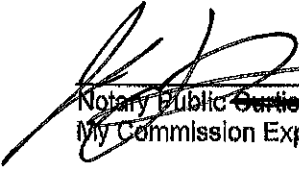
N/A (B)
Marissa Dineen

TARGHEE JAMES BYERLY
Notary Public - State of Idaho
Commission Number 20233156
My Commission Expires Aug 10, 2029

[Signature] 10/7/23

State of Idaho
County of Blaine

This record was acknowledged before me on 7 day of October, 23, by Hubert
Esperon ~~(and Marissa Dineen.)~~
N/A

 10/7/23
~~Notary Public Curtis S. Chambers~~ Targhee James Byerly
My Commission Expires: Aug 10 29 ~~BC#WBI~~

(STAMP)

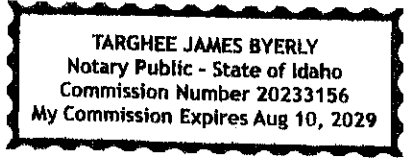


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Thence South 0°53' East 150 feet;
Thence South 89°40' East 30 feet to the place of beginning

ALTA Commitment for Title Insurance



Issued By Old Republic National Title Insurance Company

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Blaine County Title, Inc.
360 Sun Valley Road
P.O. Box 3176
Ketchum, ID 83340
(208) 726-0700


Authorized Countersignature

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607
(612) 371-1111 www.oldrepublictitle.com

By  President

Attest  Secretary

COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I - Requirements;
- f. Schedule B, Part II - Exceptions; and
- g. a countersignature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I - Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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Transaction Identification Data, for which the Company assumes no liability as set forth in Condition 5 e.:

Issuing Agent: Blaine County Title, Inc.
Issuing Office: 360 Sun Valley Road, P.O. Box 3176, Ketchum, ID 83340
Issuing Office's ALTA® Registry ID: 1074245
Loan ID Number:
Commitment Number: 2325199
Issuing Office File Number: 2325199
Property Address: 205 Jade St., Ketchum, ID 83340
Revision Number:

SCHEDULE A
COMMITMENT

1. Commitment Date: August 29, 2023 at 8:00 A.M.
2. Policy to be issued:
 - (a) 2021 ALTA® Owner's Policy
Proposed Insured: Matthew G. Dill
Proposed Amount of Insurance: \$ 2,655,000.00
The estate or interest to be insured: Fee Simple
 - (b) 2021 ALTA® Loan Policy
Proposed Insured:
Proposed Amount of Insurance \$
The estate or interest to be insured:
3. The estate or interest in the Land at the Commitment Date is:

Fee Simple
4. The Title is, at the Commitment Date, vested in:
Hubert Esperon and Marissa Dineen, husband and wife
and, as disclosed in the Public Records, has been since April 04, 2011
5. The Land is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

ORT Form 4757 A

Schedule A – ALTA Commitment for Title Insurance 2021 v 01.00 07/01/2021
File No. 2325199

EXHIBIT "A" LEGAL DESCRIPTION

A parcel of land in the Southeast Quarter of the South West Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$) of Section Eighteen (18), Township Four (4) North, Range Eighteen (18) East of the Boise Meridian, Blaine County, Idaho, more particularly described as follows:

Beginning at a point on the East side of the US. Highway No. 93, 695 feet North and approximately 1349.6 feet West of the South Quarter Corner of said Section 18, Township 4 North, Range 18 East, Boise Meridian; running thence East 300 feet to the TRUE POINT OF BEGINNING;

Thence East 165 feet;

Thence North 0°53' West 150 feet, paralleling the East Boundary of U.S. Highway No. 93;

Thence West 165 feet;

Thence South 0°53' East 150 feet to the True Point of Beginning

AND

A parcel of land in the Southeast Quarter of the South West Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$) of Section Eighteen (18), Township Four (4) North, Range Eighteen (18) East of the Boise Meridian, Blaine County, Idaho, more particularly described as follows:

Beginning at a point approximately 695 feet North and 1049.6 feet North 89°40' West from the South $\frac{1}{4}$ corner of said Section 18;

Thence North 0°53' West 150 feet;

Thence North 89°40' West 30 feet;

Thence South 0°53' East 150 feet;

Thence South 89°40' East 30 feet to the place of beginning

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

ORT Form 4757 A

Schedule A – ALTA Commitment for Title Insurance 2021 v 01.00 07/01/2021

File No. 2325199

SCHEDULE B I

COMMITMENT

REQUIREMENTS

File No.: 2325199

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. Warranty Deed from Hubert Esperon and Marissa Dineen, husband and wife to Matthew G. Dill conveying the title to the Land herein described.
5. The Company requires evidence of the marital status of **Matthew G. Dill**. If said person is married the Company requires the joinder of the spouse.
6. If the policies to be issued are in excess of \$1,000,000.00 or involve unusual risks, approval to issue such policies must be obtained from Old Republic National Title Insurance Company. This commitment and any policies to be issued are subject to any additional limitations, requirements or exceptions made by Old Republic National Title Insurance Company.
7. Delivery to the Company of the Affidavit as to Debts and Liens. Upon acceptance and review of said Affidavit, title will be subject to such further matters as appear necessary and appropriate following such review.
8. Pursuant to the State of Idaho Insurance Regulations, a cancellation fee is to be charged on all cancelled orders. Unless otherwise advised, orders will be considered cancelled six months after the effective date on the Commitment. The amount of the fee assessed shall be in accordance with our rate filing with the Idaho Department of Insurance.

If you should decide to change lenders within six months, this commitment can be transferred to avoid a cancellation charge.

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ORT Form 4757 B I

Schedule B I – ALTA Commitment 2021 v 01.00 07/01/2021

File No. 2325199

SCHEDULE B II
COMMITMENT
EXCEPTIONS FROM COVERAGE

File No.: 2325199

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. 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.
3. 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.
4. Easements, liens, or encumbrances, or claims thereof, which are not shown by the Public Records.
5. 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.
6. (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.
7. 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.
8. Rights of the state or federal government and/or public in and to any portion of the land for right of way (whether or not such rights are shown by recordings of easements and/or maps in the Public Records by the State of Idaho showing the general location of these rights of way).
9. 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.

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ORT Form 4757 B II

Schedule B II – ALTA Commitment 2021 v 01.00 07/01/2021

File No. 2325199

SCHEDULE B II

COMMITMENT

EXCEPTIONS FROM COVERAGE

10. General taxes for the year 2023 and subsequent years, which are a lien not yet payable.

Note: General taxes for the year 2022, a lien in the amount of \$8,761.24, which are paid in full. (Parcel No. RPK4N180180570)

11. Water, sewer, rubbish charges of the City of Ketchum.
12. Ketchum rubbish charges billed by Clear Creek Disposal.
13. Title to, and easements in, any portion of the land lying within any highways, roads, streets, or other ways.
14. Agreement for Easement, including the terms and provisions thereof, recorded November 6, 1978 as [Instrument No. 188427](#), records of Blaine County, Idaho.
15. Underground Power Line Easement, including the terms and provisions thereof, recorded December 6, 1996 as [Instrument No. 397133](#), 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.)

Item 1 will be removed upon final review at closing, title may be subject to such further matters as appear necessary and appropriate following such review.

Items 2-5 and 7-9 may be removed upon issuance of any ALTA Extended Coverage Policy.

Copies of all recorded documents outlined in this section are available upon request.

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ORT Form 4757 B II

Schedule B II – ALTA Commitment 2021 v 01.00 07/01/2021

File No. 2325199

Page 2 of 2



FACTS	WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?
--------------	--

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> • Social Security number and employment information • Mortgage rates and payments and account balances • Checking account information and wire transfer instructions <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>
How?	All financial companies need to share customers’ personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers’ personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Old Republic Title share?	Can you limit this sharing?
For our everyday business purposes — such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes — to offer our products and services to you	No	We don’t share
For joint marketing with other financial companies	No	We don’t share
For our affiliates’ everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates’ everyday business purposes — information about your creditworthiness	No	We don’t share
For our affiliates to market to you	No	We don’t share
For non-affiliates to market to you	No	We don’t share



Go to www.oldrepublictitle.com (Contact Us)

Who we are	
Who is providing this notice?	Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.

What we do	
How does Old Republic Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit https://www.oldrepublictitle.com/privacy-policy
How does Old Republic Title collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> • Give us your contact information or show your driver's license • Show your government-issued ID or provide your mortgage information • Make a wire transfer <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> • Sharing for affiliates' everyday business purposes - information about your creditworthiness • Affiliates from using your information to market to you • Sharing for non-affiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing. See the State Privacy Rights section location at https://www.oldrepublictitle.com/privacy-policy for your rights under state law.</p>

Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., and Mississippi Valley Title Services Company</i>
Non-affiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Old Republic Title does not share with non-affiliates so they can market to you</i>
Joint marketing	<p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • <i>Old Republic Title doesn't jointly market.</i>

Affiliates Who May be Delivering This Notice

American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.	eRecording Partners Network, LLC
Genesis Abstract, LLC	Guardian Consumer Services, Inc.	iMarc, Inc.	L.T. Service Corp.	Lenders Inspection Company
Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mississippi Valley Title Services Company	National Title Agent's Services Company	Old Republic Branch Information Services, Inc.
Old Republic Diversified Services, Inc.	Old Republic Escrow of Vancouver, Inc.	Old Republic Exchange Company	Old Republic National Ancillary Services, Inc.	Old Republic Title and Escrow of Hawaii, Ltd.
Old Republic National Title Insurance Company	Old Republic Title Company	Old Republic Title Companies, Inc.	Old Republic Title Company of Conroe	Old Republic Title Company of Indiana
Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma	Old Republic Title Company of Oregon	Old Republic Title Company of St. Louis	Old Republic Title Company of Tennessee
Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.	Old Republic Title, Ltd.	RamQuest Software, Inc.	Republic Abstract & Settlement, LLC
Sentry Abstract Company	Surety Title Agency, Inc.	Trident Land Transfer Company, LLC		

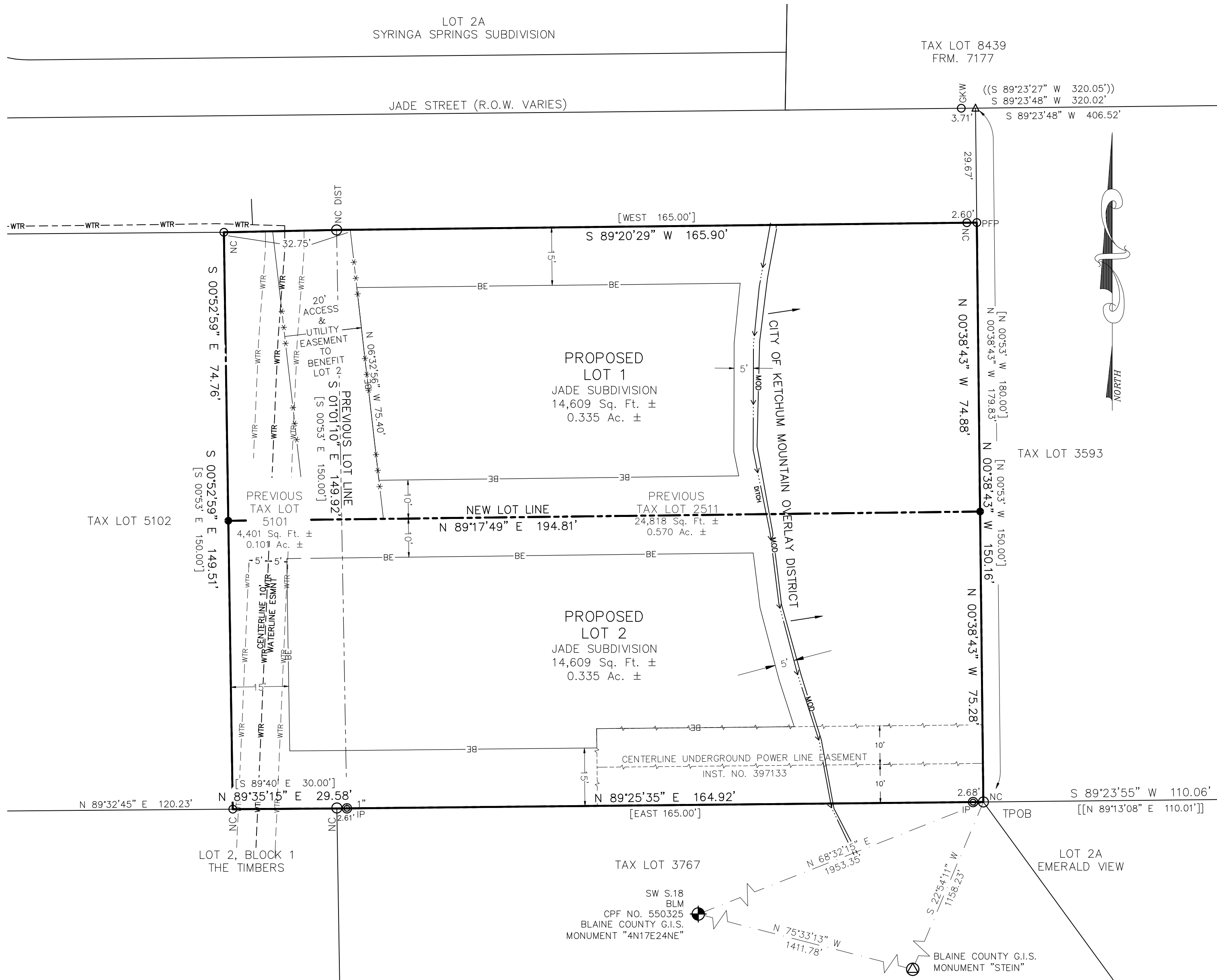


City of Ketchum

Attachment 2: Final Plat

A PLAT SHOWING JADE SUBDIVISION

WHEREIN THE LOT LINE COMMON TO TAX LOTS 2511 & 5101 IS SHIFTED
CREATING LOTS 1 & 2, JADE SUBDIVISION AS SHOWN HEREON
LOCATED WITHIN
SECTION 18, T.4N., R.18E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
AUGUST 2024

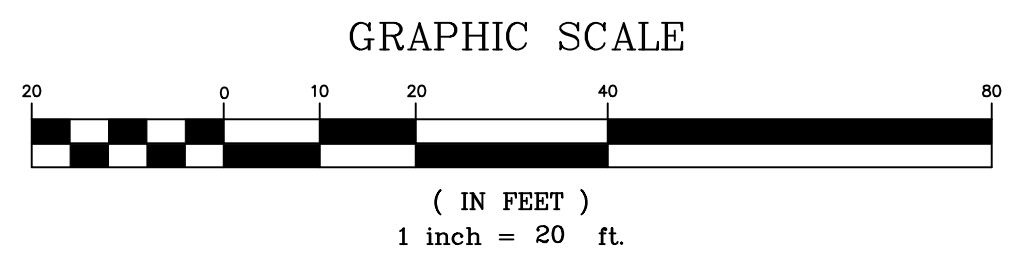


- ### LEGEND
- Subject Boundary
 - Centerline Right-of-Way
 - Adjoiner Lot Lines
 - Proposed Lot Line
 - Previous Lot Line (To Be Removed)
 - 20' Wide Access & Utility Easement
 - Building Envelopes
 - Ditch Flow Line
 - 20' Underground Power Line Easement, Inst. No. 397133
 - 6" Water Main - Centerline of Easement
 - 10' Waterline Easement, Inst. No. 188427
 - Mountain Overlay District
 - Blaine County G.I.S. Tie
 - FND IP - Found Iron Pipe
 - Found Brass Cap, as Shown
 - Found Aluminum Cap, as Shown
 - Found 1/2" Rebar, as Shown
 - Found 5/8" Rebar, as Shown
 - Set 1/2" Rebar, PLS 7048
 - Calculated Point, Nothing Set
 - TPOB True Point of Beginning
 - NC No Cap
 - [] Record Bearing and Distance
 - (()) Record Bearing and Distance Instrument Number 648892

- ### NOTES
- Basis of Bearings is Grid North per Idaho State Plane Coordinate System, NAD83, (1992) Central Zone, at Grid in US Survey Feet with a Combined Project Scale Factor of 0.99968040 and a Grid North to Geodetic North Convergence Angle of N 00°14'53" E. Ground distances will be slightly longer.
 - Boundary Information used or considered includes:
 - Syringa Springs Subdivision, Instrument Number 302320;
 - Coho Office Condominiums, Instrument Number 333721;
 - Lot 2A, Syringa Springs Subdivision, Instrument Number 470534;
 - The Timbers, Instrument Number 535763;
 - Lot 1A, Irby Subdivision, Instrument Number 588845;
 - Emerald View : Lots 1A & 2A; Instrument Number 608012;
 - Record of Survey, Instrument Number 648892;
 - Replat of Lot 2, Gem Street Subdivision, Instrument Number 693437;
 - all Records of Blaine County, Idaho.
 - The 20' Access and Utility Easement on Lot 1 is to Benefit Lot 2 for the purposes of Ingress, Egress and Public Utilities.
 - The Underground Power Easement on Lot 2, Inst. No. 397133 is to Benefit Idaho Power Company for the Installation and Maintenance of Underground Power Lines and Facilities.
 - The 10' Waterline Easement shown is per Inst. No. 188427 "Agreement For Easement" to Benefit the City of Ketchum for the for the purposes of Construction Maintenance, Connection and Repair. Said Easement shown hereon is the actual physical location of said Waterline per City Utility Dept. and the field location of Valves and differs slightly from the Record Premises.
 - There shall be a 10' Centered Ditch Maintenance Easement along said Ditch to Benefit the Water Users.

SURVEYOR NARRATIVE

The purpose of this plat is to shift the line between Tax Lots 5101 & 2511 creating Lots 1 & 2 of Jade Subdivision. Found monuments were accepted except the double monuments on the easterly boundary where the the westerly monuments were rejected and care was given to make sure the adjoiners got their deeded distances and areas.



JADE SUBDIVISION
ALPINE ENTERPRISES INC.
KETCHUM, IDAHO
SHEET 1 OF 3

HEALTH CERTIFICATE: Sanitary restrictions as required by Idaho Code Title 50, Ch. 13, have been satisfied. Sanitary restrictions may be reimposed in accordance with Idaho Code Title 50, Ch. 13, Sec. 50-1326, by issuance of a Certificate of Disapproval.

CERTIFICATE OF OWNERSHIP

This is to certify that the undersigned, are the owners in fee simple of the following described parcels of land:

Parcels of land located within Section 18, Township 4 North, Range 18 East, Boise Meridian, City of Ketchum, Blaine County, Idaho; more particularly described as follows:

TAX LOT 2511: Beginning at a point on the East side of State Hwy 75, 695 feet North and approximately 1349.6 West of the South Quarter Corner of said Section 18, Township 4 North, Range 18 East, Boise Meridian; running thence East 300 feet to the TRUE POINT OF BEGINNING; Thence East 165 feet; Thence North 0°53' West, 150 feet, paralleling the East Boundary of State Hwy 75; Thence West 165 feet; Thence South 0°53' East, 150 feet to the True Point of Beginning.

And

Tax Lot 5101: Beginning at a point approximately 695 feet North and 1049.6 feet North 89°40' West from the South ¼ Corner of said Section 18; Thence North 0°53' West, 150 feet; Thence North 89°40' West, 30 feet; Thence South 0°53' East, 150 feet; Thence South 89°40' East, 30 feet to the place of beginning; Records of the Blaine County Assessor.

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

It is the intent of the owners to hereby include said land in this plat and to Re-Plat it as shown hereon.

Mathew G. Dill

Gannon Michael Tidwell

Jennifer Lyn Tidwell

ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss

On this ____ day of _____, 2024, before me, a Notary Public in and for said State, personally appeared MATHEW G. DILL, a single man, as to an undivided ½ interest, known or identified to me, to be the person whose name is subscribed to the Owner's Certificate 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

Residing at

My Commission Expires

William R. Kelly

ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss

On this ____ day of _____, 2024, before me, a Notary Public in and for said State, personally appeared WILLIAM R. KELLY, a single man, as to an undivided ½ interest, known or identified to me, to be the person whose name is subscribed to the Owner's Certificate 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

Residing at

My Commission Expires

ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss

On this ____ day of _____, 2024, before me, a Notary Public in and for said State, personally appeared GANNON MICHAEL TIDWELL and JENNIFER LYN TIDWELL, Husband and Wife as to an undivided ½ interest, known or identified to me, to be the persons whose names are subscribed to the Owner's Certificate and acknowledged to me that they 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

Residing at

My Commission Expires

KETCHUM CITY COUNCIL CERTIFICATE

I, the undersigned, City Clerk, in and for the City of Ketchum, Blaine County, Idaho, do hereby certify that at a regular meeting of the City Council held on the ____day of _____, 2024, this Plat was duly Accepted and Approved.

Trent Donat, City Clerk, City of Ketchum

CITY PLANNER'S CERTIFICATE

I, the undersigned, Planner in and for the City of Ketchum, Blaine County, Idaho, do hereby approve this plat on this ____ day of _____, 2024, and Certify that it is in accordance with the City of Ketchum Subdivision Ordinance.

Paige Nied, City Planner, City of Ketchum

CITY ENGINEER'S CERTIFICATE

I, the undersigned, City Engineer, in and for the City of Ketchum, Blaine County, Idaho, do hereby approve this Plat on this ____day of _____, 2024 and certify that it is in accordance with the City of Ketchum Subdivision Ordinance.

Robyn Mattison, City Engineer,
City of Ketchum

SURVEYOR'S CERTIFICATE

I, Bruce Smith, a duly licensed Professional Land Surveyor in the State of Idaho, do hereby certify that this plat of Jade Subdivision is a true and accurate map of the land surveyed under my direct supervision and that it is in accordance with the Idaho State Code relating to plats and surveys.



COUNTY SURVEYOR'S APPROVAL

I, Sam Young, County Surveyor for Blaine County, Idaho, have checked the foregoing plat and computations for making the same and have determined that they comply with the laws of the State of Idaho relating thereto.

Sam Young, PLS 11577
County Surveyor

COUNTY TREASURER'S APPROVAL

I, the Undersigned, County Treasurer in and for Blaine County, State of Idaho, per the Requirements of Idaho Code 50-1308, do hereby Certify that any and all Current and/or Delinquent County Property Taxes for the Property included in this Plat of JADE SUBDIVISION have been paid in full on this ____ day of _____ 2024. This Certification is valid for the next thirty (30) days only.

Blaine County Treasurer

COUNTY RECORDER'S CERTIFICATE

STATE OF IDAHO }
COUNTY OF BLAINE } ss

This is to certify that the foregoing Plat was Filed in the Office of the Recorder of Blaine County, Idaho, and Duly Recorded at the Time, Date, and Instrument Number shown below.

Ex-officio Recorder



City of Ketchum

Attachment 3: Draft Findings of Fact, Conclusions of Law, and Decision



City of Ketchum
Planning & Building

IN RE:)	
)	
Jade Subdivision)	KETCHUM CITY COUNCIL
Lot Line Shift (Readjustment of Lot Lines))	FINDINGS OF FACT, CONCLUSIONS OF LAW, AND
Date: October 7, 2024)	DECISION
)	
File Number: P24-061)	

Findings Regarding Application Filed

PROJECT: Jade Subdivision

APPLICATION TYPE: Lot Line Shift (Readjustment of Lot Lines)

FILE NUMBER: P24-061

PROPERTY OWNER: Gannon Michael Tidwell & Matt G Dill

REPRESENTATIVE: Bruce Smith, Alpine Enterprises Inc.

LOCATION: 205 Jade Street (Tax Lot 2511 and Tax Lot 5101)

ZONING: Limited Residential (LR)

OVERLAY: Mountain Overlay District (MOD)

RECORD OF PROCEEDINGS

Consistent with KMC §16.04.060.B, the Readjustment of Lot Lines application was transmitted to city departments, including the City Engineer, Fire, Building, Utilities, and Streets departments, for review. The city department comments were provided to the applicant on August 14, 2024. The applicant submitted revised project plans on August 23, 2024. All city department comments were addressed and resolved on the revised plat. The Ketchum City Council reviewed and approved the Jade Subdivision Lot Line Shift application (File No. P24-061) during their regular meeting on October 7, 2024.

A public hearing notice was mailed to all property owners within 300 feet of the project site and political subdivisions on September 18, 2024. The public hearing notice was published in the Idaho Mountain Express on September 18, 2024. The public hearing notice was posted on the city’s website on September 18, 2024.

FINDINGS OF FACT

The Jade Subdivision Lot Line Shift Application (File No. P24-061) proposes to adjust the common lot line between two existing tax lots, Tax Lot 2511 and Tax Lot 5101, located at 205 Jade Street (the “subject

property”). The subject property has a total lot area of 29,218 square feet and is within the city’s Limited Residential (LR) Zone District and partially within the Mountain Overlay District (MOD). The MOD boundary line on the subject property can be seen on Sheet 1 of the final plat. The proposal shifts the common lot line from a north/south orientation to an east/west orientation and creates equal lot sizes for both lots. Proposed Lot 1 will have a lot area of 14,609 square feet and proposed Lot 2 will have a lot area of 14,609 square feet. The lot areas proposed for Lot 1 and Lot 2 exceed the 9,000-square-foot minimum lot area required in the LR Zone pursuant to Ketchum Municipal Code (KMC) §17.12.030. As proposed, Lot 1 and Lot 2 would be accessed off Jade Street, with Lot 2 being accessed through Lot 1 via a new 20-foot-wide access and utility easement.

Tax Lot 2511 is developed with an existing single-family residence that was built in 1965 and is proposed to be demolished and replaced by a new single-family residence on proposed Lot 2. As the demolition of the existing residence is proposed, a building permit for a replacement project must be submitted and all fees paid prior to the demolition application being approved in accordance with KMC §15.16.040.A.2. The demolition of the residence must occur prior to the recording of the final plat (condition of approval #1) in order to not create a non-conforming building across property lines.

Any new development on proposed Lot 1 and Lot 2 will be subject to all zoning regulations of the LR zone district. The building envelopes on Lot 1 and Lot 2 are outside of the MOD, so any new development within the building envelope would not be subject to the MOD standards. Per KMC §17.128.020.L, all buildings must be placed within the platted building envelope, however, certain accessory structures and improvements are permitted to be located outside of building envelopes, provided all other applicable requirements are met. Any accessory structures or grading improvements proposed within the MOD on Lot 1 and Lot 2 would be subject to MOD Design Review, in accordance with KMC §17.104.050.

FINDINGS REGARDING READJUSTMENT OF LOT LINES

Consistent with KMC §16.04.020, the proposal meets the definition of *Readjustment of Lot Lines* because: (1) the application proposes to adjust the common lot line, (2) proposed Lot 1 and Lot 2 comply with all dimensional standards required in the LR zone, and (3) the proposal does not create additional lots or dwelling units.

Readjustment of Lot Lines: A change or modification of the boundary lines between existing lots or parcels of land or between dwelling units which does not reduce the area, frontage, width, depth or building setback lines of each lot below the minimum zoning requirements and which does not create additional lots or dwelling units. "Readjustment of Lot Lines" includes other minor changes to a subdivision, condominium, or townhouse plat such as, but not limited to, notation changes, boundary shifts and removal of lot line(s), each of which do not reduce the area, frontage, width, depth or building setback lines of each lot below the minimum zoning requirements nor create additional lots or dwelling units (KMC §16.04.020).

All land, condominium, and townhouse subdivisions within the City of Ketchum are subject to the standards contained in Ketchum Municipal Code, Title 16, Subdivision Regulations. Pursuant to KMC §16.04.010.D, the change or modification of boundary lines, whether or not any additional lot is created, shall comply with these regulations. Many subdivision 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 and maintained by the city. The standards for certain improvements (KMC §16.04.040), including street, sanitary sewage disposal, and planting strip improvements, are not applicable as the project proposes to adjust the common lot line between two tax lots. As conditioned, the proposed Jade Subdivision Lot Line Shift Application meets the standards for Readjustment of Lot Lines under Title 16 of Ketchum Municipal Code.

TABLE 1: FINDINGS REGARDING CONTENTS OF FINAL PLAT

Findings Regarding Contents of Final Plat and Subdivision Design & Development Requirements				
Compliant			Standards and Council Findings	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K	<p>Contents Of Final Plat: 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:</p>
			<i>Council Findings</i>	<i>The final plat mylar paper shall be prepared following Ketchum City Council review and approval of the lot line shift application and shall meet these standards.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.1	<p>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.</p>
			<i>Council Findings</i>	<i>The point of beginning of the subdivision description is tied to two governmental survey corners as shown on sheet 1 of the Final Plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.2	<p>Location and description of monuments.</p>
				<i>The location and description of monuments are provided on Sheet 1 of the Final Plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.3	<p>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.</p>
			<i>Council Findings</i>	<i>Sheet 1 of the final plat indicates property lines, the Jade Street right-of-way, the Mountain Overlay District (MOD), and building envelopes. Sheet 1 also indicates the existing waterline and underground power easements and the proposed access and utility easement and the ditch maintenance easement. The subject properties do not contain avalanche hazard area or floodplain.</i>

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.4	Names and locations of all adjoining subdivisions.
			<i>Council Findings</i>	<i>The subject property is adjacent to Tax Lot 5102, Tax Lot 3593, Tax Lot 3767, Lot 2A of Emerald View Subdivision, and Lot 2 Block 1 of the Timbers Subdivision. These adjacent properties are indicated on sheet 1 of 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>Council Findings</i>	<i>This standard has been met. The final plat map indicates the existing Jade Street right-of-way, which has a varying width.</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>Council Findings</i>	<i>Sheet 1 of the final plat shows the existing 10-foot-wide waterline easement recorded as Instrument No. 188427 and 20-foot-wide underground power easement recorded as Instrument No. 397133. The plat also identifies the new 20-foot-wide access and utility easement on proposed Lot 1 and the 10-foot-wide ditch maintenance easement on proposed Lot 1 and Lot 2.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.7	The blocks numbered consecutively throughout each block.
			<i>Council Findings</i>	<i>N/A. The adjustment proposed with this lot line shift is limited to shifting the common lot line between Tax Lot 2511 and Tax Lot 5101 from a north/west orientation to an east/west orientation and creates equal lot sizes for the newly created Lot 1 and Lot 2. The lot line shift application does not create a new block.</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>Council Findings</i>	<i>N/A. This standard is not applicable as no dedications of this type are proposed or required.</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>Council Findings</i>	<i>This standard has been met as shown on Sheet 1 of the final plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.10	Scale, north arrow and date.
				<i>This standard has been met, as shown on Sheet 1 of the final plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input 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>Council Findings</i>	<i>This standard has been met. The Jade Street right-of-way is indicated on Sheet 1 of the Final Plat. No additional streets are being created or dedicated.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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>Council Findings</i>	<i>N/A. This standard is not applicable as the existing residential subdivision is not governed by a homeowners' association.</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>Council Findings</i>	<i>Sheet 3 of the Final Plat provides the certificate from the licensed Professional Land Surveyor certifying the accuracy of the plat survey.</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>Council Findings</i>	<i>This standard has been met. A title report by Old Republic National Title Insurance Company dated July 1, 2021, and warranty deed by Blaine County Title dated October 7, 2023, were submitted with the application.</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>Council Findings</i>	<i>Sheet 2 of the Final Plat includes a certificate of ownership and associated acknowledgement from all owners and holders of security interest with regard to the subject property.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.16	Certification and signature of the City Engineer verifying that the subdivision and design standards meet all City requirements.
			<i>Council Findings</i>	<i>Sheet 3 of the Final Plat includes the City Engineer's certificate.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.17	Certification and signature of the City Clerk of the City of Ketchum verifying that the subdivision has been approved by the council.
			<i>Council Findings</i>	<i>Sheet 3 of the Final Plat includes the certification and signature of the City Clerk verifying the subdivision has been approved by the City Council.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.18	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>Council Findings</i>	<i>This standard is not applicable because no additional restrictions are necessary to provide for the public health, safety, and welfare.</i>

FINDINGS REGARDING COMPLIANCE WITH SUBDIVISION DEVELOPMENT & DESIGN STANDARDS

Subdivision Development & Design Standards (Ketchum Municipal Code §16.04.040)				
Compliant			City Code	City Standards
Yes	No	N/A		
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.A	Required Improvements: The improvements set forth in this section shall be shown on the preliminary plat and installed prior to approval of the final plat. Construction design plans shall be submitted and approved by the city engineer. All such improvements shall be in accordance with the comprehensive plan and constructed in compliance with construction standard specifications adopted by the city. Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.
			<i>Findings</i>	<i>This standard is not applicable as this project shifts the common lot line between Tax Lot 2511 and Tax Lot 5101 from a north/south orientation to</i>

				<i>an east/west orientation and creates equal lot sizes for the newly created Lot 1 and Lot 2. No improvements are proposed or required for this lot line shift.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.B	Improvement Plans: Prior to approval of final plat by the commission, the subdivider shall file two (2) copies with the city engineer, and the city engineer shall approve construction plans for all improvements required in the proposed subdivision. Such plans shall be prepared by a civil engineer licensed in the state.
			<i>Findings</i>	<i>This standard is not applicable as this project shifts the common lot line between Tax Lot 2511 and Tax Lot 5101 from a north/south orientation to an east/west orientation and creates equal lot sizes for the newly created Lot 1 and Lot 2. No additional improvements are proposed or required for this lot line shift.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.C	Prior to final plat approval, the subdivider shall have previously constructed all required improvements and secured a certificate of completion from the city engineer. However, in cases where the required improvements cannot be constructed due to weather conditions or other factors beyond the control of the subdivider, the city council may accept, in lieu of any or all of the required improvements, a performance bond filed with the city clerk to ensure actual construction of the required improvements as submitted and approved. Such performance bond shall be issued in an amount not less than one hundred fifty percent (150%) of the estimated costs of improvements as determined by the city engineer. In the event the improvements are not constructed within the time allowed by the city council (which shall be one year or less, depending upon the individual circumstances), the council may order the improvements installed at the expense of the subdivider and the surety. In the event the cost of installing the required improvements exceeds the amount of the bond, the subdivider shall be liable to the city for additional costs. The amount that the cost of installing the required improvements exceeds the amount of the performance bond shall automatically become a lien upon any and all property within the subdivision owned by the owner and/or subdivider.
			<i>Findings</i>	<i>This standard is not applicable as this project shifts the common lot line between Tax Lot 2511 and Tax Lot 5101 from a north/south orientation to an east/west orientation and creates equal lot sizes for the newly created Lot 1 and Lot 2. No additional improvements are proposed or required for this lot line shift.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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

				<p>administrator and the subdivider. If a performance bond has been filed, the administrator shall forward a copy of the certification to the city clerk. Thereafter, the city clerk shall release the performance bond upon application by the subdivider.</p>
			<i>Findings</i>	<p><i>This standard is not applicable as this project shifts the common lot line between Tax Lot 2511 and Tax Lot 5101 from a north/south orientation to an east/west orientation and creates equal lot sizes for the newly created Lot 1 and Lot 2. No additional improvements are proposed or required for this lot line shift.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.E	<p>Monumentation: Following completion of construction of the required improvements and prior to certification of completion by the city engineer, certain land survey monuments shall be reset or verified by the subdivider's engineer or surveyor to still be in place. These monuments shall have the size, shape, and type of material as shown on the subdivision plat. The monuments shall be located as follows:</p> <ol style="list-style-type: none"> 1. All angle points in the exterior boundary of the plat. 2. All street intersections, points within and adjacent to the final plat. 3. All street corner lines ending at boundary line of final plat. 4. All angle points and points of curves on all streets. 5. The point of beginning of the subdivision plat description.
			<i>Findings</i>	<p><i>The applicant shall meet the required monumentation standards prior to recordation of the final plat.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.F	<p>Lot Requirements:</p> <ol style="list-style-type: none"> 1. Lot size, width, depth, shape and orientation and minimum building setback lines shall be in compliance with the zoning district in which the property is located and compatible with the location of the subdivision and the type of development, and preserve solar access to adjacent properties and buildings. 2. Whenever a proposed subdivision contains lot(s), in whole or in part, within the floodplain, or which contains land with a slope in excess of twenty five percent (25%), based upon natural contours, or creates corner lots at the intersection of two (2) or more streets, building envelopes shall be shown for the lot(s) so affected on the preliminary and final plats. The building envelopes shall be located in a manner designed to promote harmonious development of structures, minimize congestion of structures, and provide open space and solar access for each lot and structure. Also, building envelopes shall be located to promote access to the lots and maintenance of public utilities, to minimize cut and fill for roads and building foundations, and minimize adverse impact upon environment, watercourses and topographical features. Structures may only be built on buildable lots. Lots shall only be created that meet the definition of "lot, buildable" in section 16.04.020 of this chapter. Building envelopes shall be established outside of hillsides of twenty five percent

				<p>(25%) and greater and outside of the floodway. A waiver to this standard may only be considered for the following:</p> <p>a. For lot line shifts of parcels that are entirely within slopes of twenty five percent (25%) or greater to create a reasonable building envelope, and mountain overlay design review standards and all other city requirements are met.</p> <p>b. For small, isolated pockets of twenty five percent (25%) or greater that are found to be in compliance with the purposes and standards of the mountain overlay district and this section.</p> <p>3. Corner lots 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.</p>
			<i>Findings</i>	<p><i>This standard has been met. Proposed Lot 1 and Lot 2 will both have a lot area of 14,609 square feet. The lot areas proposed for Lot 1 and Lot 2 exceed the 9,000-square-foot minimum lot area required in the LR Zone pursuant to Ketchum Municipal Code §17.12.030. Proposed Lot 1 and Lot 2 comply with the dimensional standards required in the LR Zone. The newly created lots feature building envelopes, as the lots contain the MOD to the east of the ditch flow line as shown on Sheet 1 of the final plat. The building envelopes are outside of the MOD. A 20-foot-wide access and utility easement is being dedicated on Lot 1 to benefit Lot 2 for the purpose of ingress, egress, and public utilities.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.G	<p>G. Block Requirements: The length, width and shape of blocks within a proposed subdivision shall conform to the following requirements:</p> <ol style="list-style-type: none"> 1. No block shall be longer than one thousand two hundred feet (1,200'), nor less than four hundred feet (400') between the street intersections, and shall have sufficient depth to provide for two (2) tiers of lots. 2. Blocks shall be laid out in such a manner as to comply with the lot requirements. 3. The layout of blocks shall take into consideration the natural topography of the land to promote access within the subdivision and minimize cuts and fills for roads and minimize adverse impact on environment, watercourses and topographical features.

				4. Corner lots shall contain a building envelope outside of a seventy five foot (75') radius from the intersection of the streets.
			<i>Findings</i>	<i>N/A. This standard is not applicable as the adjustment proposed with this lot line shift is limited to adjusting the common boundary between two tax lots within an existing residential subdivision. This application does not create a new block.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H	<p>Street Improvement Requirements:</p> <ol style="list-style-type: none"> 1. The arrangement, character, extent, width, grade and location of all streets put in the proposed subdivision shall conform to the comprehensive plan and shall be considered in their relation to existing and planned streets, topography, public convenience and safety, and the proposed uses of the land; 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; 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; 4. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods; 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; 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; 7. Dead end streets may be permitted only when such street terminates at the boundary of a subdivision and is necessary for the development of the subdivision or the future development of the adjacent property. When such a dead end street serves more than two (2) lots, a temporary turnaround easement shall be provided, which easement shall revert to the adjacent lots when the street is extended; 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

			<p>(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 commission 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 may be required by the commission or council where appropriate and 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;</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 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</p>
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				<p>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 may be a required improvement installed by the subdivider; and</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.</p>
			<i>Findings</i>	<i>This standard is not applicable as this project shifts the common lot line between Tax Lot 2511 and Tax Lot 5101 from a north/south orientation to an east/west orientation and creates equal lot sizes for the newly created Lot 1 and Lot 2. This proposal does not create a new street, private road, or bridge.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.I	<p>Alley Improvement Requirements: Alleys shall be provided in business, 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 prohibited. 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>
			<i>Findings</i>	<i>This standard is not applicable as this project shifts the common lot line between Tax Lot 2511 and Tax Lot 5101 from a north/south orientation to an east/west orientation and creates equal lot sizes for the newly created Lot 1 and Lot 2. Alleys are not required in residential neighborhoods.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.J	<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 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</p>

			<p>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>Findings</i></p> <p><i>This standard is not applicable as this project shifts the common lot line between Tax Lot 2511 and Tax Lot 5101 from a north/south orientation to an east/west orientation and creates equal lot sizes for the newly created Lot 1 and Lot 2. The application is also dedicating a new 20-foot-wide access and utility easement on Lot 1 to benefit Lot 2 and a new 10-foot-wide ditch maintenance easement. Sheet 1 of the plat identifies the existing 10-foot-wide waterline easement recorded as Instrument No. 188427 and the existing Underground Power Easement recorded as Instrument No. 397133.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>16.04.040.K</p> <p>Sanitary Sewage Disposal Improvements: Central sanitary sewer systems shall be installed in all subdivisions and connected to the Ketchum sewage treatment system as a required improvement by the subdivider. Construction plans and specifications for central sanitary sewer extension shall be prepared by the subdivider and approved by the city engineer, council and Idaho health department prior to final plat approval. In the event that the sanitary sewage system of a subdivision cannot connect to the existing public sewage system, alternative provisions for sewage disposal in accordance with the requirements of the Idaho department of health and the council may be constructed on a temporary basis until such time as connection to the public sewage system is possible. In considering such alternative provisions, the council may require an increase in the minimum lot size and may impose any other reasonable requirements which it deems necessary to protect public health, safety and welfare.</p>
			<p><i>Findings</i></p> <p><i>This standard is not applicable as this project shifts the common lot line between Tax Lot 2511 and Tax Lot 5101 from a north/south orientation to</i></p>

				<i>an east/west orientation and creates equal lot sizes for the newly created Lot 1 and Lot 2. Sewer system improvements are not required for this lot line shift.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.L	<p>Water System Improvements: A central domestic water distribution system shall be installed in all subdivisions by the subdivider as a required improvement. The subdivider shall also be required to locate and install an adequate number of fire hydrants within the proposed subdivision according to specifications and requirements of the city under the supervision of the Ketchum fire department and other regulatory agencies having jurisdiction. Furthermore, the central water system shall have sufficient flow for domestic use and adequate fire flow. All such water systems installed shall be looped extensions, and no dead end systems shall be permitted. All water systems shall be connected to the municipal water system and shall meet the standards of the following agencies: Idaho department of public health, Idaho survey and rating bureau, district sanitarian, Idaho state public utilities commission, Idaho department of reclamation, and all requirements of the city.</p>
			<i>Findings</i>	<i>This standard is not applicable as this project shifts the common lot line between Tax Lot 2511 and Tax Lot 5101 from a north/south orientation to an east/west orientation and creates equal lot sizes for the newly created Lot 1 and Lot 2. Water system improvements are not required for this lot line shift.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.M	<p>Planting Strip Improvements: Planting strips shall be required improvements. When a predominantly residential subdivision is proposed for land adjoining incompatible uses or features such as highways, railroads, commercial or light industrial districts or off street parking areas, the subdivider shall provide planting strips to screen the view of such incompatible features. The subdivider shall submit a landscaping plan for such planting strip with the preliminary plat application, and the landscaping shall be a required improvement.</p>
			<i>Findings</i>	<i>This standard is not applicable as this project shifts the common lot line between Tax Lot 2511 and Tax Lot 5101 from a north/south orientation to an east/west orientation and creates equal lot sizes for the newly created Lot 1 and Lot 2. Planting strip improvements are not required for this lot line shift.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.N	<p>Cuts, Fills, And Grading Improvements: Proposed subdivisions shall be carefully planned to be compatible with natural topography, soil conditions, geology and hydrology of the site, as well as to minimize cuts, fills, alterations of topography, streams, drainage channels, and disruption of soils and vegetation. The design criteria shall include the following:</p> <ol style="list-style-type: none"> 1. A preliminary soil report prepared by a qualified engineer may be required by the commission and/or council as part of the preliminary plat application.

			<p>2. Preliminary grading plan prepared by a civil engineer shall be submitted as part of all preliminary plat applications. Such plan shall contain the following information:</p> <ul style="list-style-type: none"> a. Proposed contours at a maximum of five foot (5') contour intervals. b. Cut and fill banks in pad elevations. c. Drainage patterns. d. Areas where trees and/or natural vegetation will be preserved. e. Location of all street and utility improvements including driveways to building envelopes. f. Any other information which may reasonably be required by the administrator, commission or council to adequately review the affect of the proposed improvements. <p>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.</p> <p>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.</p> <p>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.</p> <p>6. Where cuts, fills, or other excavations are necessary, the following development standards shall apply:</p> <ul style="list-style-type: none"> a. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability. 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). c. Cut slopes shall be no steeper than two horizontal to one vertical (2:1). Subsurface drainage shall be provided as necessary for stability. d. Fill slopes shall be no steeper than three horizontal to one vertical (3:1). Neither cut nor fill slopes shall be located on 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>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</p>
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				<p>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>Findings</i>	<p><i>This standard is not applicable as this project shifts the common lot line between Tax Lot 2511 and Tax Lot 5101 from a north/south orientation to an east/west orientation and creates equal lot sizes for the newly created Lot 1 and Lot 2. No grading improvements are proposed or required.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.O	<p>Drainage Improvements: The subdivider shall submit with the preliminary plat application such maps, profiles, and other data prepared by an engineer to indicate the proper drainage of the surface water to natural drainage courses or storm drains, existing or proposed. The location and width of the natural drainage courses shall be shown as an easement common to all owners within the subdivision and the city on the preliminary and final plat. All natural drainage courses shall be left undisturbed or be improved in a manner that will increase the operating efficiency of the channel without overloading its capacity. An adequate storm and surface drainage system shall be a required improvement in all subdivisions and shall be installed by the subdivider. Culverts shall be required where all water or drainage courses intersect with streets, driveways or improved public easements and shall extend across and under the entire improved width including shoulders.</p>
			<i>Findings</i>	<p><i>This standard is not applicable as this project shifts the common lot line between Tax Lot 2511 and Tax Lot 5101 from a north/south orientation to an east/west orientation and creates equal lot sizes for the newly created Lot 1 and Lot 2. No drainage improvements are proposed or required.</i></p>
			16.04.040.P	<p>Utilities: In addition to the terms mentioned in this section, all utilities including, but not limited to, electricity, natural gas, telephone and cable services shall be installed underground as a required improvement by the subdivider. Adequate provision for expansion of such services within the subdivision or to adjacent lands including installation of conduit pipe across and underneath streets shall be installed by the subdivider prior to construction of street improvements.</p>
			<i>Findings</i>	<p><i>This standard is not applicable as this project shifts the common lot line between Tax Lot 2511 and Tax Lot 5101 from a north/south orientation to an east/west orientation and creates equal lot sizes for the newly created Lot 1 and Lot 2. No utility improvements are proposed or required.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.Q	<p>Off Site Improvements: Where the offsite impact of a proposed subdivision is found by the commission or council to create substantial additional traffic, improvements to alleviate that impact may be required of the subdivider prior to final plat approval, including, but not limited to, bridges, intersections, roads, traffic control devices, water mains and facilities, and sewer mains and facilities.</p>

			<i>Findings</i>	<i>This standard is not applicable as this project shifts the common lot line between Tax Lot 2511 and Tax Lot 5101 from a north/south orientation to an east/west orientation and creates equal lot sizes for the newly created Lot 1 and Lot 2. Off-site improvements are not required or proposed with this lot line shift.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input 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>Findings</i>	<i>The subject property is not located within the Avalanche Zone but is partially within the MOD to the east of the ditch flow line as shown on Sheet 1 of the final plat. Building envelopes have been added to proposed Lot 1 and Lot 2, as is required for properties within the MOD. However, the building envelopes are outside of the MOD, therefore, any development within the building envelopes on proposed Lot 1 and Lot 2 would not be subject to the MOD standards. Per KMC §17.128.020.L, all buildings must be placed within the platted building envelope, however, certain accessory structures and improvements are permitted to be located outside of building envelopes, provided all other applicable requirements are met. Any accessory structures or grading improvements proposed within the MOD on Lot 1 and Lot 2 would be subject to MOD Design Review, in accordance with KMC §17.104.050.</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>Findings</i>	<i>This lot line shift application has designed the access for proposed Lot 1 and Lot 2 in a way to preserve the existing mature tree massing along the eastern boundary of the lots.</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 application.
2. The Ketchum City Council has authority to hear the applicant’s Lot Line Shift Application pursuant to Chapter 16.04 of Ketchum Code Title 16.

3. The City of Ketchum Planning Department provided adequate notice for the review of this application.
4. The Lot Line Shift (Readjustment of Lot Lines) application is governed under Sections 16.04.010, 16.04.020, 16.04.030, 16.04.040, and 16.04.060 of Ketchum Municipal Code Chapter 16.04.
5. As conditioned, the proposed Lot Line Shift meets the standards for approval under Title 16 of Ketchum Municipal Code.

DECISION

THEREFORE, the Ketchum City Council **approves** the Jade Subdivision Lot Line Shift Application File No. P24-061 this Monday, October 7, 2024, subject to the following conditions:

CONDITIONS OF APPROVAL

1. Prior to recording a Final Plat, the existing residence shall be demolished. The residence shall be demolished after the Planning & Building Department receives and deems complete a building permit for the replacement project. Failure to demolish the existing residence shall cause the Final Plat to be null and void.
2. The Final Plat shall be recorded with the Blaine County Clerk and Recorder's Office within one year of approval by the Ketchum City Council.
3. Upon recording of the final plat with the Blaine County Clerk and Recorder's Office, the applicant shall provide a copy of the recorded final plat to the Planning and Building Department.

Findings of Fact **adopted** this 7th day of October 2024.

Neil Bradshaw, Mayor
City of Ketchum