



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: November 6, 2023 Staff Member/Dept: Abby Rivin, AICP, Senior Planner - Planning and Building Department

Agenda Item: Recommendation to approve the 140 Topaz Street Public Access, Snow Storage, and Drainage Easement Agreement 22873.

Recommended Motion:

"I move to approve Easement Agreement 22873 for the purpose of public access, snow storage, and drainage along the front lot line of the property located at 140 Topaz Street."

Reasons for Recommendation:

- Topaz Street is substandard and does not meet city right-of-way standards for residential streets, which require a minimum right-of-way width of 60 feet. Topaz Street has a partial 15-foot-wide designated right-of-way that runs the length of the subject property.
- In order to secure the minimum width needed for efficient maintenance and emergency services access, the city requires a 20-foot-wide easement measured from the front property.
- The purpose of the easement is for public access, city snow storage, and drainage.

Policy Analysis and Background (non-consent items only):

Sustainability Impact:

The project does not limit the ability of the city to reach the goals of the Ketchum Sustainability Action Plan.

Financial Impact:

None OR Adequate funds exist in account: This action requires no financial commitment from the city.

Attachments:

1. 140 Topaz Street Easement Agreement 22873

Recording Requested By and
When Recorded Return to:

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

For Recording Purposes Do
Not Write Above This Line

EASEMENT AGREEMENT 22873

This Easement Agreement (“Agreement”) is entered into this _____ day of _____, between the City of Ketchum, Blaine County, Idaho (“City”), whose address is Post Office Box 2315, Ketchum, Idaho 83340 and William C. Sundali, whose address is Post Office Box 1884, Ketchum, Idaho 83340 (“Grantor”).

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

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

WHEREAS, the City issued a building permit submitted by Grantor for the construction of a new single-family residence located at 140 Topaz Street and legally described as Tax Lot 8491, and as specifically delineated on Exhibit B attached hereto; and

WHEREAS, Topaz Street has only 15 feet of dedicated right-of-way and does not meet City right-of-way standards for residential streets for efficient maintenance, snow removal, drainage, or access for emergency services and in order to approve the proposed single-family residence, the Grantor has agreed to dedicate a portion of the property located at 140 Topaz Street (**Exhibit A**) for the purpose of public access for ingress and egress, snow storage, and drainage; and

WHEREAS, the parties hereby agree to enter into the easement agreement to grant the City a 20-foot-wide unobstructed easement beginning at the front property line and extending for the length of the Grantor’s property, as depicted in **Exhibit A**, subject to the terms and conditions of this Agreement.

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

1. Grant. Grantor hereby grants and conveys without warranty unto the City, its heirs, successors and assigns, subject to the terms and conditions herein contained, a non-exclusive unobstructed public right-of-way access easement upon Grantor's property, as depicted in **Exhibit B** attached hereto and incorporated herein by this reference, for the purpose of public access for ingress and egress, snow storage, and drainage. Grantors may not relocate the Easement Premises without the prior written consent of the City.
2. Conditions of Use. The Easement is granted subject to the following conditions:
 - a) The purpose of the Easement is for public access for ingress and egress upon, over, and under the easement premises; city snow storage; and drainage and for no other purpose.
 - b) Other than as set forth in this Agreement and the following subsections, the Easement shall remain unobstructed for the purposes stated herein.
 - c) Other than as set forth in this Agreement and the following subsections, the Grantor covenants and agrees that no building, structure, fences, landscaping except for low-ground-cover plant material, or other obstructions which could interfere with the use of the easement for the purposes stated herein will be placed or allowed to be placed on or over the Easement Premises. No improvements, including but not limited to fencing, vertical landscaping, or other features, shall be placed within the Easement Premises.
 - d) The existing transformer and screening fence as shown in **Exhibit C** located within the northwest corner of the Easement are permitted to remain.
 - e) The parking of cars and other vehicles is prohibited within the Easement Premises.
3. Termination of Easement. This easement will be terminated at such time as the City has determined such easement is no longer necessary for public access for ingress and egress, drainage, snow storage, and the installation, operation, repair and maintenance of underground utility lines and mains.
4. Binding Effect. The terms of this Agreement shall be a covenant binding and effective upon all parties and shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns.
5. Recording. This Agreement shall be recorded with the Blaine County Recorder by the City.
6. Remedies. If either party shall fail to perform such party's obligations under the easement described herein for any reason, the other party may pursue any and all remedies at law or equity; provided, however, that the parties affected by any such failures agree to meet and confer to attempt to mediate a settlement in good faith prior to initiating litigation.
7. Attorneys' Fees. In the event either party initiates or defends any legal action or proceeding in any way connected with this easement, the prevailing party in any such action or proceeding shall be entitled to recover from the losing party its reasonable costs and attorney's fees.
8. Governing Law. This Agreement shall be governed by the laws and decisions of the State of Idaho.

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

By: _____
Bill Sundali, Grantor

By: _____
Neil Bradshaw, Mayor

ATTEST:

Trent Donat, City Clerk

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

On this ____ day of _____, 2023, before me, the undersigned Notary Public in and for said State, personally appeared Bill Sundali, known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same.

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

Notary Public for _____
Residing at _____
Commission expires _____

EXHIBIT A

ALPINE ENTERPRISES INC.

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

A LEGAL DESCRIPTION OF TAX LOT 8491

A parcel of land lying within a portion of Section 18, Township 4 North, Range 18 East, Boise Meridian, City of Ketchum, Blaine County, Idaho; being more particularly described as follows:

Commencing at the Aluminum Cap Blaine County GIS Control Monument "STEIN", from which a BLM Brass Cap marking the Southwest Corner of said Section 18, also known as the Blaine County GIS Control Monument "4N17E24NE", lies N 75°33'13" W, 1411.78 feet distant, proceed N 21°22'46" E, 752.11 feet to a 5/8" rebar with an illegible cap, marking the Northwestern corner of Tax Lot 8491, which point is the **TRUE POINT OF BEGINNING**;

Thence N 89°37'44" E, 131.72 feet along the Northerly boundary of said Tax Lot 8491 and the Southerly Right-of-Way of Topaz Street to a 5/8" rebar with an illegible cap marking the Northerly corner in common to said Tax Lot 8491 and Tax Lot 2239;

Thence S 01°26'17" E, 14.86 feet along the common boundary between said Tax Lots 8491 and 2239, to a 1/2" rebar with no cap marking a point on said boundary;

Thence continuing along the common boundary between said Tax Lots 8491 and 2239, S 00°14'57" E, 67.60 feet to a 1/2" rebar by LS1028 marking the Southerly corner in common between said Tax Lots 8491 and 2239;

Thence S 89°42'09" W, 131.98 feet along the common boundary between said Tax Lot 8491 and Tax Lot 8492 to a 5/8" rebar by LS12723 marking the Westerly corner in common between said Tax Lots 8491 and 8492;

Thence N 00°53'29" W, 19.80 feet along the common boundary between said Tax Lot 8491 and Tax Lot 6601 to a 1/2" rebar with no cap marking a point on said boundary;

Thence continuing on said common boundary between said Tax Lots 8491 and 6601, N 00°05'30" W, 62.50 feet to a 5/8" rebar with and illegible cap which is **TRUE POINT OF BEGINNING**; containing 10,881 square feet, (0.25 acres), more or less.

Basis of Bearings is Idaho State Plane Coordinate System, NAD83 (1992) at Grid in US Survey Feet with a Combined Project Scale Factor of 0.9996821, Ground Distances will be slightly longer.



1926_TL8491_BDY_LegalDesc_AUG2023

P.O. Box 2037, 660 Bell Dr., Unit 1; Ketchum, ID 83340 208-727-1988 fax: 208-727-1987 e-mail: bsmith@alpineenterprisesinc.com

EXHIBIT B

ALPINE ENTERPRISES INC.

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

A LEGAL DESCRIPTION OF AN ACCESS, SNOW STORAGE AND DRAINAGE EASEMENT BENEFITTING THE CITY OF KETCHUM OVER TAX LOT 8491

A parcel of land lying within a portion of Section 18, Township 4 North, Range 18 East, Boise Meridian, City of Ketchum, Blaine County, Idaho; being more particularly described as follows:

Commencing at the Aluminum Cap Blaine County GIS Control Monument "STEIN", from which a BLM Brass Cap marking the Southwest Corner of said Section 18, also known as the Blaine County GIS Control Monument "4N17E24NE", lies N 75°33'13" W, 1411.78 feet distant, proceed N 21°22'46" E, 752.11 feet to a 5/8" rebar with an illegible cap, marking the Northwesterly corner of Tax Lot 8491, which point is the **TRUE POINT OF BEGINNING**;

Thence N 89°37'44" E, 131.72 feet along the Northerly boundary of said Tax Lot 8491 and the Southerly Right-of-Way of Topaz Street to a 5/8" rebar with an illegible cap marking the Northerly corner in common to said Tax Lot 8491 and Tax Lot 2239;

Thence S 01°26'17" E, 14.86 feet along the common boundary between said Tax Lots 8491 and 2239, to a 1/2" rebar with no cap marking a point on said boundary;

Thence continuing along said common boundary between said Tax Lots 8491 and 2239, S 00°14'57" E, 5.14 feet to a point on said common boundary;

Thence S 89°37'44" W, 132.09 feet being parallel to the Northerly boundary of said Tax Lot 8491 to a point on the common boundary between said Tax Lot 8491 and Tax Lot 6601;

Thence continuing on said common boundary between said Tax Lots 8491 and 6601, N 00°05'30" W, 20.00 feet to a 5/8" rebar with and illegible cap which is **TRUE POINT OF BEGINNING**; containing 2,639 square feet, (0.06 acres), more or less.

Basis of Bearings is Idaho State Plane Coordinate System, NAD83 (1992) at Grid in US Survey Feet with a Combined Project Scale Factor of 0.9996821, Ground Distances will be slightly longer.



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P.O. Box 2037, 660 Bell Dr., Unit 1; Ketchum, ID 83340 208-727-1988 fax: 208-727-1987 e-mail: bsmith@alpineenterprisesinc.com

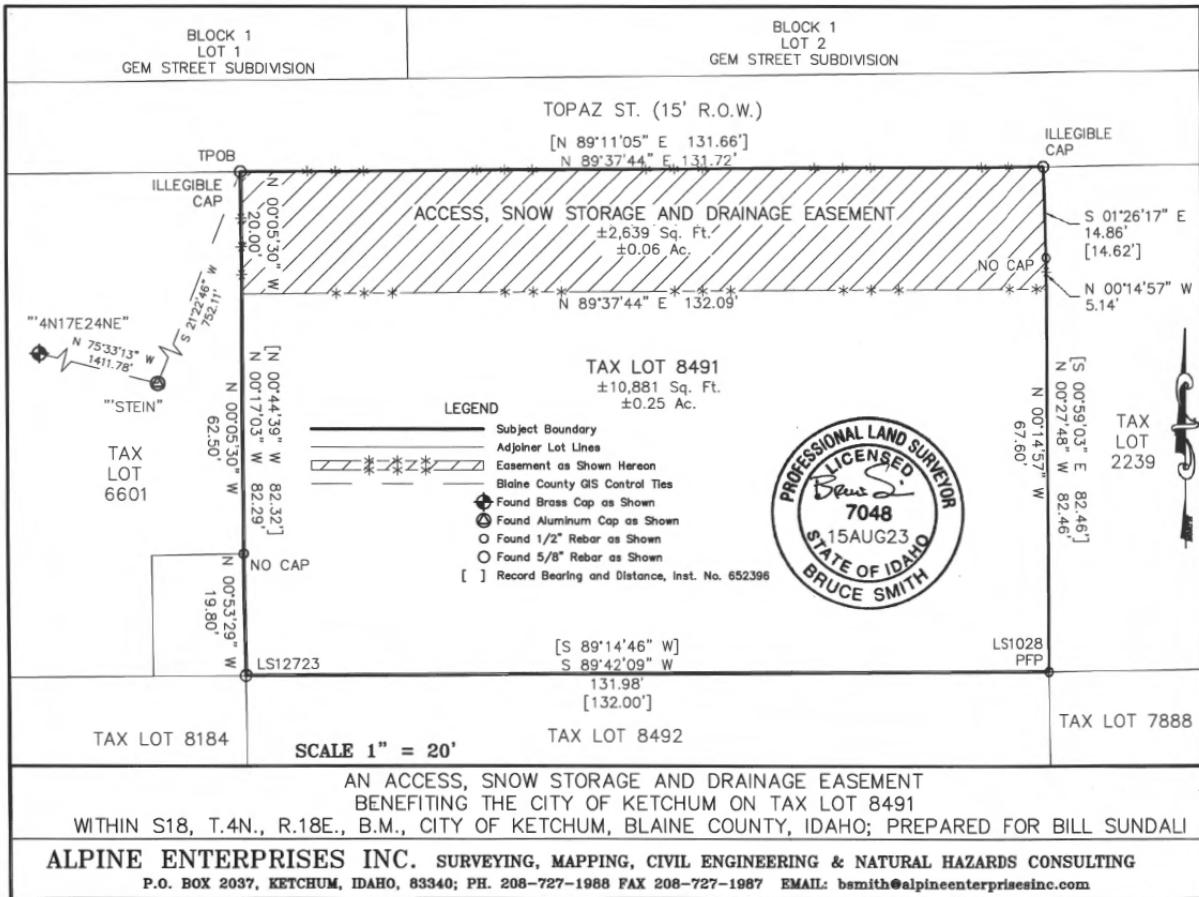


EXHIBIT C

