



City of Ketchum

October 21, 2019

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation To Approve Encroachment Agreement 20420 for the Sun Valley Company

Recommendation and Summary

Staff is recommending the council approve the attached Encroachment Agreement and adopt the following motion:

I move to authorize the Mayor to approve the Encroachment Agreement 20420 with the Sun Valley Company.

The reasons for the recommendation are as follows:

- The improvements were agreed to by the City and the Sun Valley Company
- The improvements will be placed in such a way so they do not impact snow removal and street maintenance operations

Introduction and History

The Sun valley Company is proposing to place a new directional sign at the corner of Warm Spring Road and Jane Lane. The sign will be placed within the city right-of-way and consists of a stone base with a metal sign post. The sign placement has been reviewed and approved by the Streets and Facilities staff.

Financial Impact

There is no financial impact as a result of this encroachment.

Attachments:

Encroachment Agreement 20420

WHEN RECORDED, PLEASE RETURN TO:

**OFFICE OF THE CITY ATTORNEY
CITY OF KETCHUM
POST OFFICE BOX 2315
KETCHUM, IDAHO 83340**

RIGHT-OF-WAY ENCROACHMENT AGREEMENT 20420

THIS AGREEMENT, made and entered into this ____ day of _____, 2019, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation ("Ketchum"), whose address is Post Office Box 2315, Ketchum, Idaho and SUN VALLEY COMPANY, a Wyoming Corporation, (collectively referred to as "Owner"), whose address is PO Box 30825, Salt Lake City, UT, 84102.

RECITALS

WHEREAS, Owner wishes to place a sign with a permanent base at the corner of Warm Springs Road and Jane Lane within the right-of-way of Warm Springs Road as shown on Exhibit "A" attached hereto and incorporated herein (collectively referred to as the "Improvements"); and,

WHEREAS, Ketchum finds that said Improvements will not impede the use of said public right-of-way at this time subject to the terms and provisions of this Agreement;

NOW, THEREFORE, in contemplation of the above stated facts and objectives, it is hereby agreed as follows:

TERMS AND CONDITIONS

1. Ketchum shall permit Owner to construct and maintain the Improvements identified in Exhibit "A" within the public right-of-way of Warm Spring Road at the corner of Warm Spring Road and Jane Lane until notified by Ketchum to remove the same.

2. Owner shall be responsible for the maintenance of said Improvements upon the request and notification by Ketchum to repair said Improvements.

3. In consideration of Ketchum allowing Owner to maintain the Improvements in the public right-of-way, Owner agrees to indemnify and hold harmless Ketchum from and against any and all claims of liability for any injury or damage to any person or property arising from the Improvements constructed, installed and maintained in the public right-of-way. Owner shall further indemnify and hold Ketchum harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Owner's part to be performed under this Agreement, or arising from any negligence of Owner or Owner's agents, contractors or employees and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such action or proceeding brought thereon. In the event any action or proceeding is brought against Ketchum by reason of such claim, Owner, upon notice from Ketchum, shall defend Ketchum at Owner's expense by counsel satisfactory to Ketchum. Owner, as a material part of the consideration to Ketchum, hereby assumes all risk of damages to property or injury to persons in, upon or about the Improvements constructed, installed and

maintained in the public right-of-way arising from the construction, installation and maintenance of said Improvements and Owner hereby waives all claims in respect thereof against Ketchum.

4. Ketchum shall not be liable for injury to Owner's business or loss of income therefrom or for damage which may be sustained by the person, goods, wares, merchandise or property of Owner, its tenants, employees, invitees, customers, agents or contractors or any other person in or about the Subject Property caused by or resulting from the Improvements constructed, installed, removed or maintained in the public right-of-way.

5. Owner understands and agrees that by maintaining the Improvements in the public right-of-way pursuant to this Agreement, Owner obtains no claim or interest in said public right-of-way which is adverse to that of Ketchum and that Owner obtains no exclusive right to said public right-of-way nor any other right to use the public right-of-way not specifically described herein.

6. This Agreement shall be a covenant running with the Subject Property and the terms and provisions hereof shall inure to the benefit of and be binding upon the parties and the respective heirs, personal representatives, successors and assigns of the parties hereof.

7. In the event either party hereto retains an attorney to enforce any of the rights, duties and obligations arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorney's fees at the trial and appellate levels and, whether or not litigation is actually instituted.

8. This Agreement shall be governed by, construed, and enforced in accordance with the laws and decisions of the State of Idaho. Venue shall be in the District Court of the fifth Judicial District of the State of Idaho.

9. This Agreement sets forth the entire understanding of the parties hereto, and shall not be changed or terminated orally. It is understood and agreed by the parties hereto that there are no verbal promises or implied promises, agreements, stipulations or other representations of any kind or character pertaining to the Improvements maintained in the public right-of-way other than as set forth in this Agreement.

10. No presumption shall exist in favor of or against any party to this Agreement as the result of the drafting and preparation of this document.

11. This Agreement shall be recorded with the Blaine County Recorder by Ketchum.

12. The parties fully understand all of the provisions of this Agreement, and believe them to be fair, just, adequate and reasonable, and accordingly accept the provisions of this Agreement freely and voluntarily.

OWNER:

CITY OF KETCHUM:

By: _____
Tim Silva
SUN VALLEY COMPANY

By: _____
Neil Bradshaw
Its: Mayor

STATE OF _____)
) ss.
County of _____)

On this ____ day of _____, 2019, before me, the undersigned Notary Public in and for said State, personally appeared TIM SILVA representing the Sun Valley Company, 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 _____

STATE OF IDAHO)
) ss.
County of Blaine)

On this ___ day of _____, 2019, before me, the undersigned Notary Public in and for said State, personally appeared NEIL BRADSHAW, known or identified to me to be the Mayor of the CITY OF KETCHUM, IDAHO, and the person who executed the foregoing instrument on behalf of said municipal corporation and acknowledged to me that said municipal corporation executed the same.

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

Notary Public for _____
Residing at _____
Commission expires _____

EXHIBIT "A"



WARM SPRINGS VILLAGE SUB BLOCK 5, LOT 8

THE CORNITA CONDOMINIUM

CHALLENGER TOWNHOUSES

PLAZA VIEW CONDOMINIUM

EAGLE RIDGE TOWNHOMES

3'-0" DIA. CLEARANCE AT FIRE HYDRANT PER NFPA 18.5.7.1, AND 5'-0" DIA. CLEARANCE AT FIRE HYDRANT NOZZLES PER NFPA 18.5.7.2

PROPOSED DIRECTIONAL SIGN LOCATION

SIGN DIMENSIONS
Base: 3'-0" X 3'-0"
Overall: 3'-0" X 5'-0"

WARM SPRINGS VILLAGE SUB BLOCK 3, LOT 1

NOTES

- GENERAL RESTRICTIONS & TITLE INFORMATION:**
- THE PURPOSE OF THIS MAP IS TO SHOW SITE INFORMATION AS IT EXISTED ON THE DATE THE FIELD SURVEY WAS PERFORMED. CHANGES MAY HAVE OCCURRED TO SITE CONDITIONS SINCE SURVEY DATE.
 - THIS MAP WAS PREPARED FOR THE EXPRESS USE OF THE CLIENT AND IS NOT TRANSFERABLE TO OTHERS WITHOUT WRITTEN CONSENT.
 - A TITLE POLICY HAS NOT BEEN SUBMITTED TO BENCHMARK ASSOCIATES, NOR HAS A TITLE SEARCH BEEN REQUESTED. CERTAIN INFORMATION CONTAINED WITHIN SAID POLICY MAY NOT APPEAR ON THIS MAP OR MAY AFFECT ITEMS SHOWN ON THIS MAP.
 - ELECTRONIC DATA: BENCHMARK ASSOCIATES ACCEPTS NO RESPONSIBILITY OR LIABILITY FOR THE REUSE, DISTRIBUTION OR ACCURACY OF DATA CONTAINED ON ELECTRONIC COPIES OF THIS DRAWING. THE STAMPED HARD COPY OF THIS DRAWING IS THE FINAL PRODUCT. THIS DRAWING IS VOID AFTER 2 YEARS AND NO FURTHER COPIES OR DIGITAL FILES WILL BE TRANSMITTED.
- EASEMENTS, ENCUMBRANCES AND RESTRICTIONS:**
- BUILDING AREA: BUILDING ENVELOPE AS SHOWN, IS PER PLAT. OR THE ORIGINAL PLAT DOES NOT SHOW BUILDING ENVELOPE, SETBACK AND FOOTPRINT REQUIREMENTS PER CURRENT CITY/COUNTY ORDINANCES MAY VARY FROM PLAT. IT IS RECOMMENDED THAT SAID ORDINANCES BE REVIEWED PRIOR TO DESIGN.
 - GENERAL RESTRICTIONS: EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS MAP, THIS SURVEY DOES NOT PURPORT TO REFLECT ANY OF THE FOLLOWING WHICH MAY APPLICABLE TO THE SUBJECT OF REAL ESTATE: EASEMENTS, OTHER THAN THOSE SHOWN OR LISTED HEREON, BUILDING SETBACK LINES, RESTRICTIVE COVENANTS, SUBDIVISION RESTRICTIONS, ZONING, WETLANDS, AVALANCHE, ANY OTHER LAND-USE REGULATIONS OR HAZARDS.
 - WETLANDS AND RIPARIAN: CERTAIN AREAS WITHIN THIS MAP MAY CONTAIN RIPARIAN, RIVERINE OR WETLANDS CONDITIONS. SAID AREAS AND THE LOCATION OF ORDINARY HIGH WATER (OHW), IF SHOWN HEREON, ARE SUBJECT TO INTERPRETATION. IT IS RECOMMENDED THAT THE LANDOWNER OR CLIENT RETAIN THE SERVICES OF AN ENVIRONMENTAL SPECIALIST IN ORDER TO ASCERTAIN IF SAID CONDITIONS EXIST, AND TO FURTHER IDENTIFY SAID AREAS IF THEY DO EXIST. PERMITS MAY BE REQUIRED FROM LOCAL, STATE OR FEDERAL AGENCIES PRIOR TO CONSTRUCTION, EXCAVATION OR FILL ACTIVITIES.
 - STORM WATER PLAN: IF SOIL DISTURBANCE, CLEARING, GRADING AND/OR EXCAVATION OF ONE (1) ACRE OR MORE IS TO TAKE PLACE A FEDERAL GENERAL CONSTRUCTION PERMIT, INCLUDING A STORM WATER POLLUTION PREVENTION PLAN (SWPPP), MUST BE PREPARED AND SUBMITTED TO AND APPROVED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY PRIOR TO ANY SITE DISTURBANCE.
 - FLOOD PLAIN: THE 1% ANNUAL FLOOD LINE, IF DESIGNATED ON THIS MAP IS CONSIDERED REASONABLE FOR REGULATORY PURPOSES. HOWEVER, BENCHMARK ASSOCIATES DOES NOT REPRESENT, GUARANTEE, WARRANT NOR IMPLY THAT AREAS OUTSIDE OF THE DESIGNATED FLOOD PLAIN AREA ARE SAFE AND FREE FROM FLOODS OR FLOOD DANGER. FLOOD INFORMATION IS BASED ON THE FLOOD INSURANCE STUDY FOR: BLAINE COUNTY, IDAHO, UNINCORPORATED AREAS) COMMUNITY NUMBER 165167 - PANEL NO. 0442 E - NOVEMBER 28, 2019.
 - FLOOD PLAIN DESIGN ELEVATIONS: CURRENT FEMA FLOOD INSURANCE REGULATIONS SPECIFY THE BOTTOM FLOOR OF STRUCTURE AS EITHER THE BOTTOM OF FOUNDATION CRAWL SPACE OR TOP OF SLAB. THE BASE FLOOD ELEVATION ON THE UPSTREAM SIDE OF THE STRUCTURE DETERMINES THE FLOOD ELEVATION FOR THE ENTIRE STRUCTURE AND SHOULD BE CONSIDERED PRIOR TO DESIGN. REFER TO LOCAL BUILDING CODES FOR ADDITIONAL CONSTRAINTS AND REGULATIONS.
- SURVEY AND SITE FEATURES:**
- BASE OF BEARINGS IS IDAHO STATE PLANE COORDINATE SYSTEM, NAD83, CENTRAL ZONE AS DERIVED BY GPS OBSERVATIONS. BOUNDARY LINES AND CERTAIN EASEMENTS SHOWN HEREON ARE PER PLAT. REFER TO PLAT & CC&R'S FOR CONDITIONS AND/OR RESTRICTIONS REGARDING THIS PROPERTY. ALL DISTANCES SHOWN ARE GROUND DISTANCES IN U.S. SURVEY FEET.
 - ELEVATIONS BASED ON NAVD 83 (GEOID) DATUM.
 - UTILITIES AND DRAIN PIPES IF SHOWN HEREON ARE PER SURFACE EVIDENCE ONLY. OTHER UNDERGROUND UTILITIES MAY EXIST. LOCATION OF UNDERGROUND UTILITIES AND SERVICES SHOULD BE CONFIRMED PRIOR TO EXCAVATION OR DESIGN.
 - BUILDING WALLS IF SHOWN HEREON ARE OUTSIDE FACE OF BUILDING UNLESS OTHERWISE NOTED.
 - SPRINKLER HEADS AND IRRIGATION LINES ARE NOT SHOWN HEREON.
 - TREE LOCATIONS AND DRIP LINES IF SHOWN HEREON ARE APPROXIMATE.
 - ORTHOPHOTOGRAPHY: PHOTO RECTIFIED AT GROUND LEVEL ONLY. IMAGES OF OBJECTS ABOVE GROUND LEVEL (TREES, BUILDINGS, POWER POLES, ETC.) MAY BE DISPLACED. DATE OF PHOTOGRAPHY: JUNE 2017.
 - CONTOUR INTERVAL: 1' - CONTOURS IN AREAS OF DENSE VEGETATION MAY DEVIATE FROM TRUE ELEVATION BY ONE HALF THE HEIGHT OF THE VEGETATION. DATE OF LIDAR FLIGHT FOR CONTOURS: 2015.
 - MAP SCALE: DUE TO ELECTRONIC MAP DELIVERY AND ALTERNATE PRINTING METHODS, PLEASE USE BAR SCALE TO DETERMINE ACTUAL PRINTED SCALE.
 - FEATURES OBSCURED BY DEBRIS, SNOW OR VEHICLES AT THE TIME OF SURVEY, DO NOT APPEAR ON THIS MAP.

NOTE
DIGLINE STATED THAT UNDERGROUND UTILITIES WERE DIFFICULT TO LOCATE AND REQUESTS CONTRACTOR TO CALL 811 PRIOR TO EXCAVATION.

LEGEND

	RIGHT OF WAY
	CENTERLINE ROW
	ADJOINING PROPERTY LINE
	EDGE PAVEMENT
	EASEMENT
	RETAINING WALL
	FLOW LINE
	SEWER
	UNDERGROUND WATER PAINT MARKS
	UNDERGROUND GAS PAINT MARKS
	UNDERGROUND POWER PAINT MARKS
	OVERHEAD POWER LINE
	UNDERGROUND FIBER OPTIC CABLE
	UNDERGROUND COMMUNICATION PAINT MARKS

PREPARED BY:
BENCHMARK ASSOCIATES, P.A.
P.O. BOX 733 - 100 BELL DRIVE, KETCHUM, IDAHO, 83340
PHONE (208)728-9512 FAX (208)728-9514
WEB: <http://benchmark-associates.com/>
Copyright © 2019 by Benchmark Associates.

SUN VALLEY RESORT SIGNAGE

LOCATION 6

PRELIMINARY DRAFT WORKSHEET

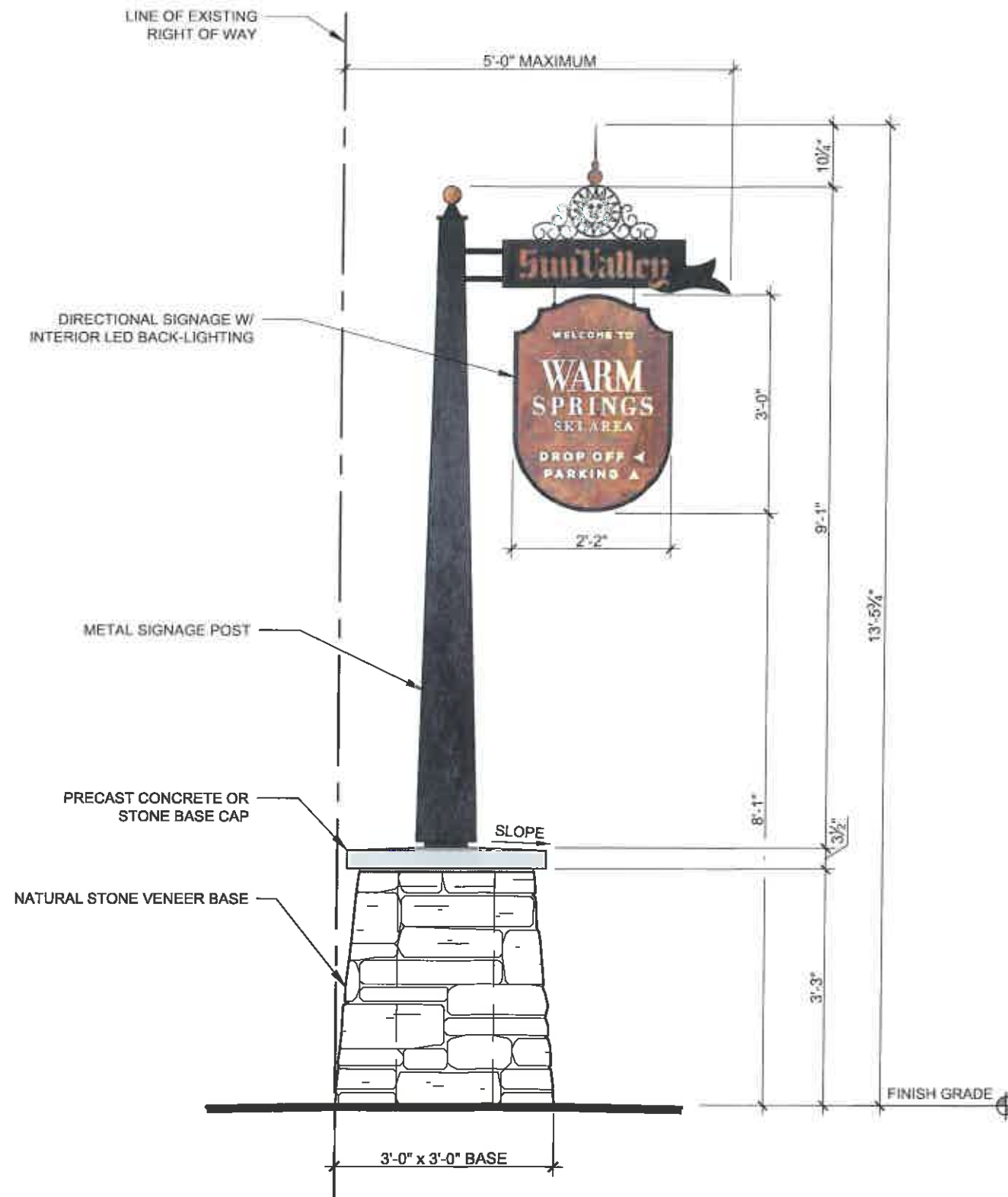
2019.08.16

WARMSPRINGS ROAD SIGN PLACEMENT WORKSEET

LOCATED WITHIN SECTION 14, TOWNSHIP 4 NORTH, RANGE 17 EAST, B.M., CITY OF KETCHUM, IDAHO

PREPARED FOR: SUN VALLEY CO.

PROJECT NO. 19115	DWG BY: ROB	CRD: 19115.CRD	19115.DWG
WORKSHEET	DATE OF SURVEY: 8/8/2019		SHEET: 1 OF 1



PROJECT

SUN VALLEY RESORT SIGNAGE
KETCHUM, IDAHO

DRAWING

LOCATION 6
SIGNAGE ELEVATION

DATE

10.02.2017

SCALE

SCALE: 1/2" = 1'-0"