

City of Ketchum

December 19<sup>th</sup>, 2022

Mayor Bradshaw and City Councilors City of Ketchum Ketchum, Idaho

Mayor Bradshaw and City Councilors:

## Recommendation to Approve Encroachment Agreement 22816 for Improvements on Public Utility Easements Located at 130 Bear Lane.

## Recommendation and Summary

Staff recommends the Ketchum City Council approve the attached Encroachment Agreement 22816 and adopt the following motion:

"I move to authorize the Mayor to sign Encroachment Agreement 22816 with 130 Bear Lane LLC."

The reasons for the recommendation are as follows:

- The property located at 130 Bear Lane contains a 15-foot-wide public water easement and a 15-foot-wide public sewer easement to benefit the City of Ketchum. The property owner wishes to permit the placement of concrete driveway pavers, pathway pavers, and landscaping improvements over the public utility easements.
- The improvements will not impact the use or operation of the municipal water and sewer lines within the public utility easements.
- Encroachment Agreement 22816 allows the City to enter the subject property without notification to the property owner at any time to perform any necessary repair or maintenance to the municipal water and sewer system lying within the public utility easements as may be required. All costs and expenses incident to the repair or maintenance of the municipal water and sewer utilities within the public utility easements as well as all costs and expenses for repairs and replacement of any damage to the paver driveway, paver pathway, and landscaping improvements shall be borne by the property owner and not by the City.

## Introduction and History

The City issued Building Permit Application File No. B20-080 on October 16<sup>th</sup>, 2020 for the construction of a new single-family residence and associated site improvements on the property located at 130 Bear Lane.

Obstructions, including landscaping improvements, are not permitted to encroach within public utility easements. Public utility easements must remain unobstructed and may be improved with low-ground cover landscaping, such as drought-tolerant, grasses only. The project plans approved with the building permit for the new home proposed driveway paver, pathway paver, and landscaping improvements over public utility easements on the private property. These encroachments within the public utility

easements were missed by Staff during plan check for the new home. The encroachments were identified by Staff during the final inspection for the project.

Encroachment Agreement 22816 permits the driveway paver, pathway paver, and landscaping improvements within the public utility easements subject to the terms of the agreement. The agreement allows the City to enter the subject property without notification to the property owner at any time to perform any necessary repair or maintenance to the municipal water and sewer system lying within the public utility easements as may be required. All costs and expenses incident to the repair or maintenance of the municipal water and sewer utilities within the public utility easements as well as all costs and expenses for repairs and replacement of any damage to the paver driveway, paver pathway, and landscaping improvements shall be borne by the property owner and not by the City.

## <u>Analysis</u>

Public utility easements are a type of public right-of-way as defined by Ketchum Municipal Code §12.12.030. Ketchum Municipal Code §12.12.030 defines public right-of-way as all areas legally open to public use, such as public streets, sidewalks or roadways owned in fee by the City of Ketchum, or in, on, or over which an easement exists in the name of or held by the City of Ketchum, or which exists for the benefit of the use of the public. Pursuant to Ketchum Municipal Code §12.12.040.C, a Right-of-Way Encroachment Permit is required for any permanent encroachment within the public right-of-way where a permanent fixture in the ground or attached to a building will occur. The standards for issuance of a Right-of-Way Encroachment Permit are specified in Ketchum Municipal Code §12.12.060. The City Council has the authority to review and approve all permanent encroachments within the public right-of-way associated with a development project pursuant to Ketchum Municipal Code §17.96.030.C. The associated Right-of-Way Encroachment Agreement is intended to help protect the City in the event the proposed encroachments were to ever pose an issue requiring repair, relocation, or removal of the encroachment. The agreement also obligates the property owner to install, maintain, and repair the permanent encroachments at their own expense.

## **Sustainability**

The Encroachment Agreement does not limit the ability of the city to reach the goals of the Ketchum Sustainability Action Plan – 2020.

## Financial Impact

There is no financial requirement from the city for this action at this time. The agreement obligates the property owner to install, maintain, and repair the permanent encroachments at their own expense.

## <u>Attachments</u>

Encroachment Agreement 22816

## WHEN RECORDED, PLEASE RETURN TO:

OFFICE OF THE CITY CLERK CITY OF KETCHUM POST OFFICE BOX 2315 KETCHUM, IDAHO 83340

## **ENCROACHMENT AGREEMENT 22816**

THIS AGREEMENT, made and entered into this \_\_\_\_\_day of December, 2022, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation ("Ketchum"), whose address is Post Office Box 2315, Ketchum, Idaho 83340 and DAVID DUFFIELD, representing 130 Bear Lane LLC, (collectively referred to as "Owner"), whose address is Post Office Box 14001, Ketchum, Idaho 83340.

### RECITALS

WHEREAS, Owner is the owner of real property described as 130 Bear Lane ("Subject Property"), located within the City of Ketchum, State of Idaho; and

WHEREAS, the Subject Property contains a 15-foot-wide public water easement and a 15-foot-wide public sewer easement to benefit the City of Ketchum granted per the Rocking Ranch No. 3 Subdivision recorded as Instrument No. 421072 and per the Sewer Easement and Maintenance Agreement recorded as Instrument No. 420759 (collectively referred to as "Public Utility Easements"); and

WHEREAS, the Public Utility Easements on the Subject Property are for the operation, replacement, maintenance, and repair of City water and sewer lines with the free right of access at any and all times so that the City may construct, improve, maintain, replace, and repair the public water and sewer lines within the Public Utility Easements;

WHEREAS, Owner wishes to permit placement of concrete driveway pavers, pathway pavers, and landscaping over the Public Utility Easements on the Subject Property. These Improvements are shown in 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 Utility Easements 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 install and maintain concrete driveway pavers, pathway pavers, and landscaping identified in Exhibit "A" within the Public Utility Easements on the Subject Property until notified by Ketchum to remove the infrastructure at which time Owner shall remove infrastructure at Owner's expense.

2. Owner shall be responsible for the maintenance and repair of said Improvements. Any modification to the Improvements identified in Exhibit "A" shall be approved by the City prior to any modifications taking place.

3. The City and City's agents and employees shall be permitted to enter the Subject Property without notification to the property owner at any time to perform any necessary repair or maintenance of any portion of the municipal water and sewer system lying within Public Utility Easements as may be required. All costs and expenses incident to the repair or maintenance of the municipal water and sewer utilities within the Public Utility Easements as well as all costs and expenses for repairs and replacement of any damage to the Improvements shall be borne by the Owner and not by the City.

In consideration of Ketchum allowing Owner to maintain the Improvements in the 4. Public Utility Easements, 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 utility easements. 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.

5. 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 utility easement.

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

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:\_

David Duffield 130 Bear Lane LLC Its: Managing Member By:

Neil Bradshaw Its: Mayor

STATE OF	,	)
		) ss.
County of		)

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned Notary Public in and for said State, personally appeared DAVID DUFFIELD, known to me to be the managing member of 130 BEAR LANE LLC and 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	

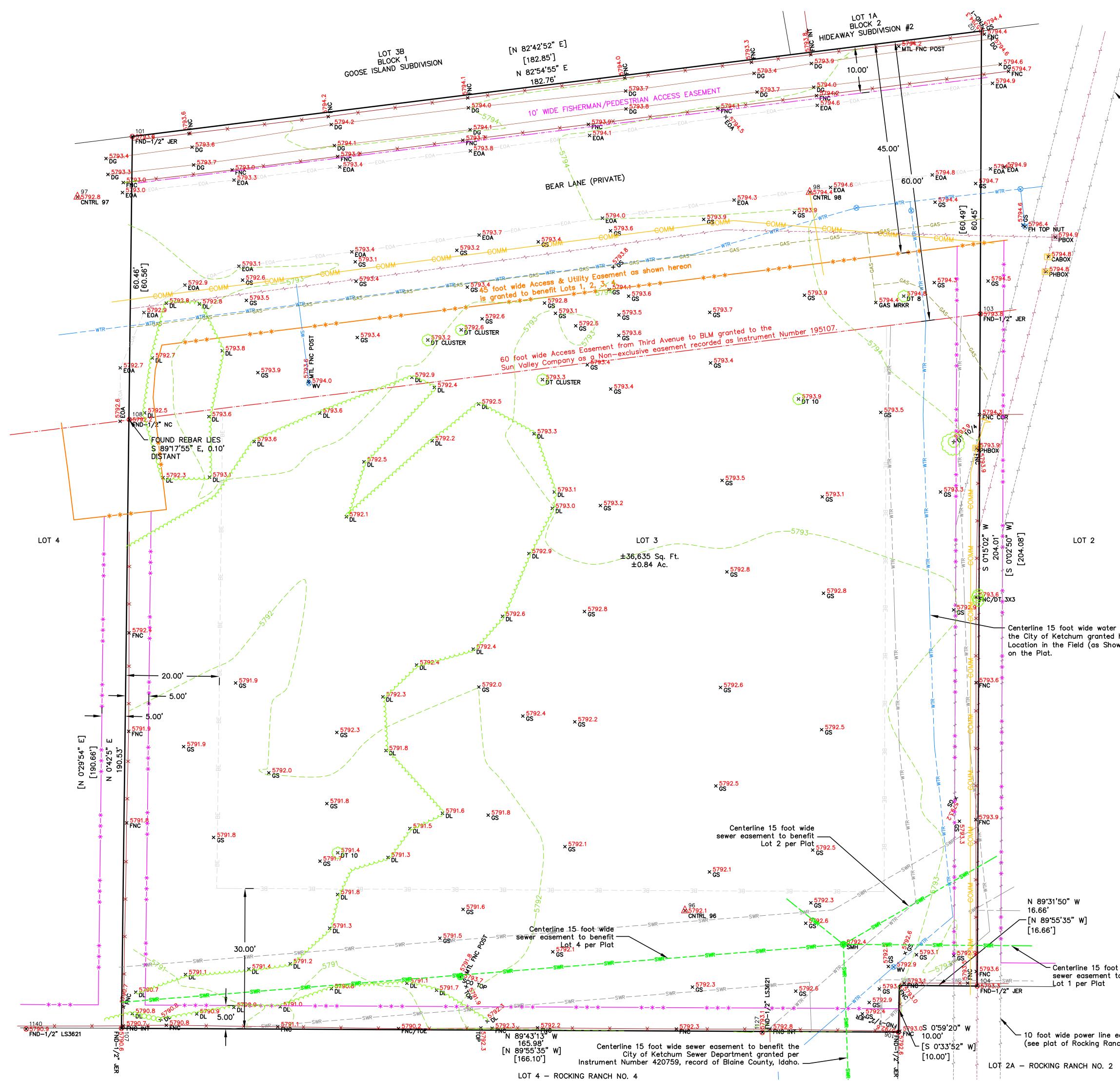
STATE OF IDAHO ) ) ss. County of Blaine )

On this \_\_\_\_ day of \_\_\_\_\_, 2022, 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	_

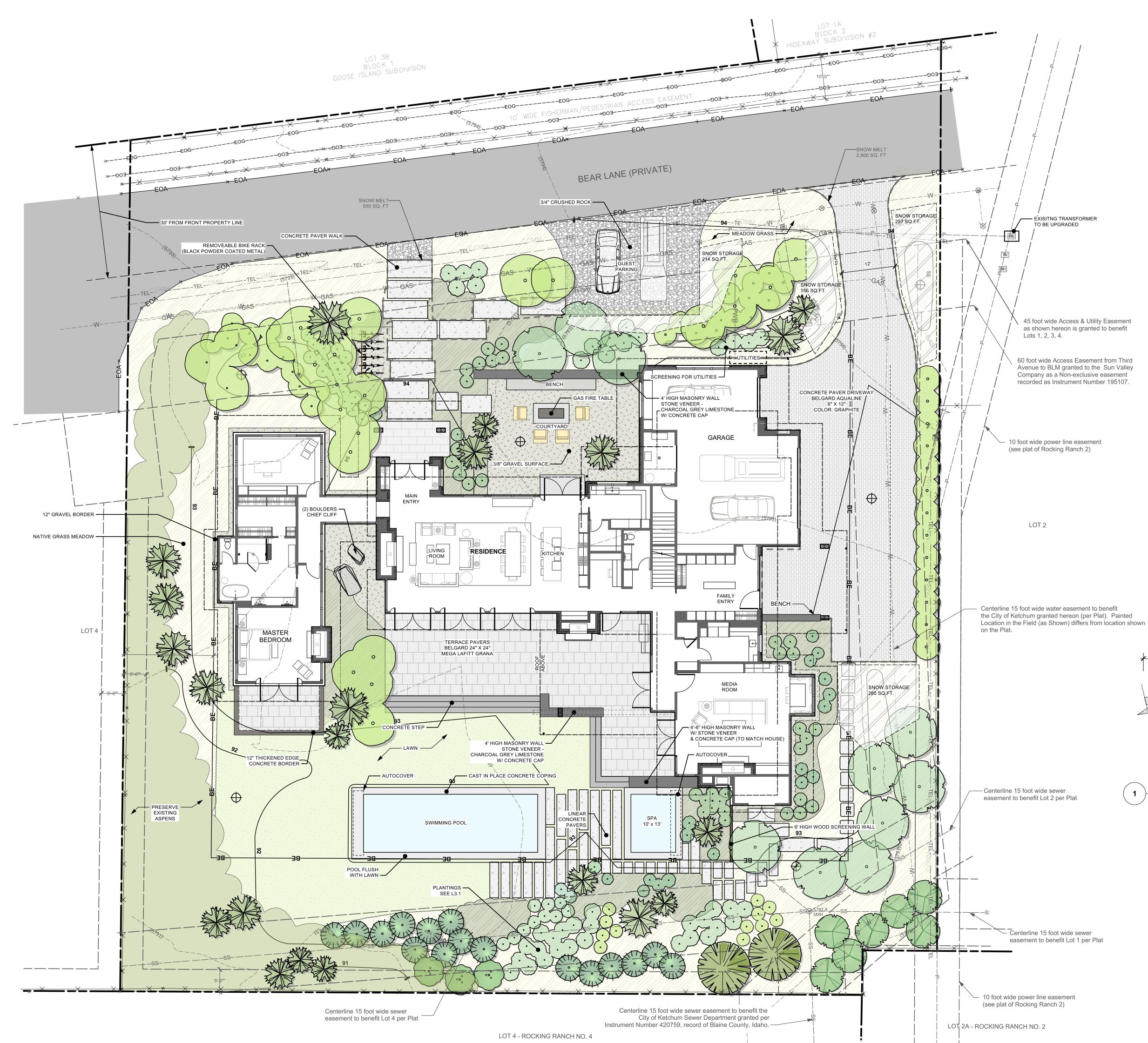
## EXHIBIT "A"



	GRAPHIC SCALE
	( IN FEET ) 1 inch = 10 ft.
10 foot wide power line ec	asement
(see plat of Rocking Rancl	h 2)
	LEGEND
	Boundary Line Adjoiner's Lot Line
IUT	<b>-swrswr Sewermain Line</b> -swrswr
	—wrr—————wrr——— 15' Water Easement Line —wrr—————wrr——— Watermain Line
	——ws——— Water Service Line —GAS————GAS——— Gas Line
<u>(</u>	COMM       Communication Line         —BE       — BE       — Building Envelope Line
	×     ×     FNC = Fence Line       -EOA     -EOA     = Edge of Asphalt Line
	DG = Decomposed Granite Path DL = Dripline of Trees
	<ul> <li>CNTRL = Survey Control</li> <li>FND-1/2" = Found 1/2" Rebar</li> </ul>
	TVCABOX = Cable Television RiserPHPHBOX = Telephone Riser
	<ul><li>▶ PBOX = Power Box</li><li>▶ FH = Fire Hydrant</li></ul>
	⊗ WV = Water Valve
	<ul> <li>SMH = Sewer Manhole</li> <li>SCO = Sewer Cleanout</li> </ul>
	DT = Deciduous Tree COR Corner
	GS Ground Shot INT Intersection
	MTL FNC POST Metal Fence Post MRKR Marker
LOT 2	NC No Cap TOP Top of Slope
	<u>NOTES</u>
	1. Basis of Bearings is Idaho State Plane Coordinate System, NAD83, Central Zone, at Grid in US Survey Feet. Vertical Datum is NAVD1988.
foot wide water easement to benefit	2. Boundary Information is from the Plat of Rocking Ranch No. 3 filed as Instrument Number 421072, Blaine County Records.
etchum granted hereon (per Plat). Painted he Field (as Shown) differs from location shown	3. Utility Locations shown are based on field located paint marks by Digline and Ketchum Utility Map overlay. Utility locations should be verified Before Any Excavation in Particular Areas.
	4. Not all trees are shown.
	5. Documents that may affect this property include; —Instrument Number 120606 — Power Easement —Instrument Number 140715 — Sewer Easement
	—Instrument Number 158170 — Matters, Rights, Easements, interests or claims disclosed by Property
	survey for Tom Kochinas —Easement, reservations, restrictions, and dedications as shown on the official plat of Rocking Ranch No. 2.
	-Easement, reservations, restrictions, and dedications as shown on the official plat of Rocking Ranch No. 3. -Liens, levies, and assessments of the Rocking Ranch
	No. 3 Homeowner's Association —Instrument Number 158346 — Non—Exclusive Access Easement to Sun Valley Company
	—Instrument Number 195107 — Non—Exclusive Access Easement to Sun Valley Company
	—Instrument Number 195150 — Matters, and any rights, easements, interests or claims as disclosed by Davies — Shillington Sun Valley Easement survey
	—Instrument Number 292633 — Intermountain Ğas Easement —Instrument Number 420759 — Terms, conditions,
	easements and obligations contained in Sewer Easement and Maintenance Agreement
'50" W	-Instrument Number 421012 - Terms, conditions, easements and obligations contained in Public Access and Maintenance Agreement
5'35" W]	—Instrument Number 460331 — Terms, conditions, easements and obligations contained in Easement Area Maintenance Agreement
	—Instrument Number 421010 — CC&R's and Easements —Instrument Number 421011 — Amendments,
Centerline 15 foot wide	Supplements or Modifications of CC&R's. —Instrument Number 497432 — Amendments, Supplements or Modifications of CC&R's.
ewer easement to benefit ot 1 per Plat	6. Although the subject property is outside of the designated Floodplain, we would recommend that any crawlspace or basement areas be at least at the Base Flood Elevation of 5791' and the Finish Floor be at least 2'
wide power line easement	above that, after observing recent flood events. 7. The Current City zoning is LR. Please refer to the City of Katabum Zaning Ordinance for more information about
of Rocking Ranch 2)	of Ketchum Zoning Ordinance for more information about this zone.



Drawing Number c 1.1



SYMBOL	DESCRIPTION		
	Property Line		
BE	Building Envelope		
	<ul> <li>Setbacks / Easements</li> </ul>		
SILT	<ul> <li>Silt Fence (during construction)</li> </ul>		
(XXXX)	Existing Contours		
XXXX XXXX	Proposed Contours		
- — — — — — — — — — — — — — — — — — — —	_     Existing Utility		
$\bigcirc$	Existing Vegetation		
γ         μ         μ         μ	Surface Material - Gravel		
	Hardscape - Concrete		
	Hardscape - Concrete Brick Pavers		
	Hardscape - Cut Stone Steps		
	Masonry Wall w/ Stone Veneer		
	Landscape Boulder		
	Landscape - Native		
	Landscape - Lawn		
	Landscape - Perennials		
$\bigcirc \odot \bigcirc$	Landscape - Shrubs		
	Landscape - Trees		



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NOT FOR CONSTRUCTION

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FILENAME:	BEAR LANE v2021.vwx
PROJECT MAN	AGER: <b>BY</b>
DRAWN BY:	ТР
ISSUE DATE:	11.17.2020
PLOT DATE:	11/18/20 9:54:28

# LANDSCAPE OVERVIEW

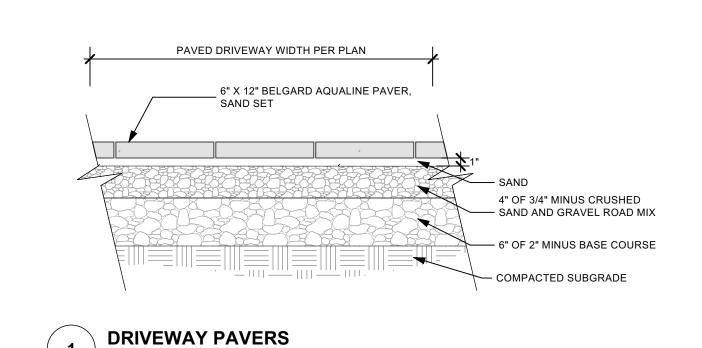
SHEET NO.

# DETAILS:

FOR GRADING SEE SHEET L3.0 FOR PLANTING SEE SHEET L4.0 FOR LIGHTING SEE SHEET L5.0

## SNOW STORAGE:

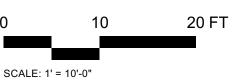
PARKING AND DRIVEWAY:	3,000 SQ.FT.
30% OF 3,000 SQ.FT. =	900 SQ.FT.
PROVIDED SNOW STORAGE:	912 SQ.FT.

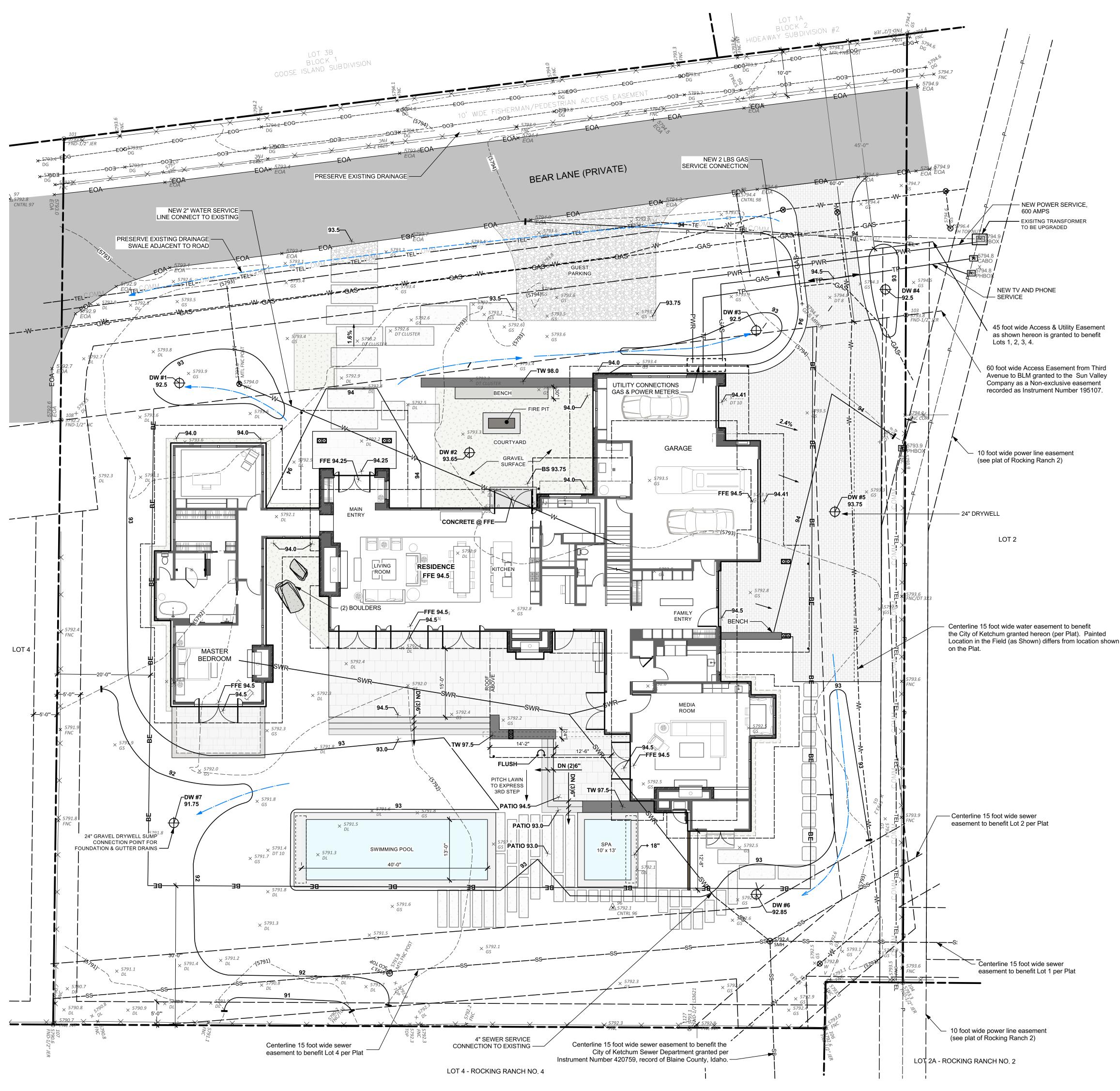


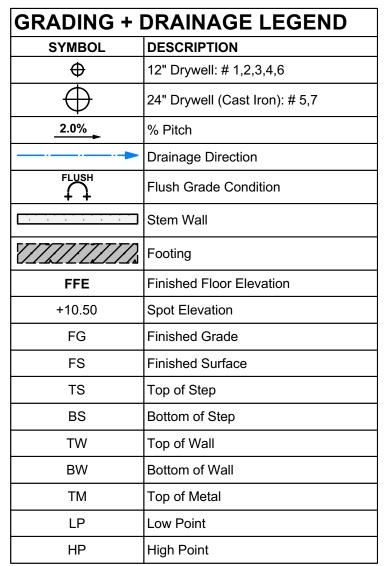
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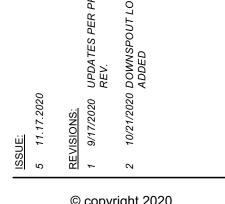






HEET LEG	
	<ul> <li>Property Line</li> </ul>
BE	- Building Envelope
	- Setbacks / Easements
— — —(XXXX)— — — — — —(XXXX)— — —	Existing Contours
XXXX XXXX	Proposed Contours
— — — — — — — — — — — — — — — — — — —	
	Surface Material - Gravel
	Hardscape - Concrete
	Hardscape - Concrete Brick Pavers
	Hardscape - Cut Stone Steps
	Masonry Wall w/ Stone Veneer





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PERMIT SE1 NOT FOR CONSTRUCTION

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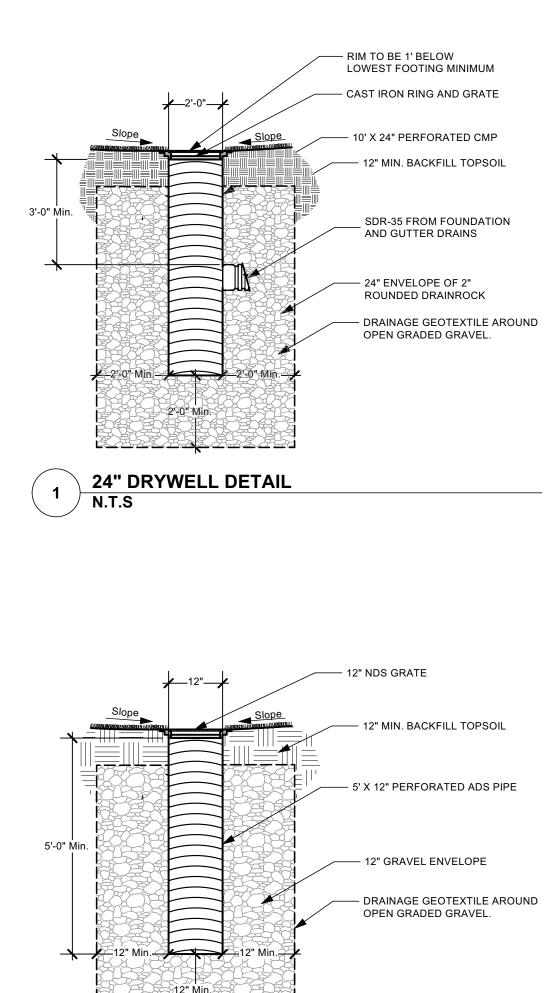
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TYPICAL 12" DRYWELL DETAIL

SHEET NO.

20 FT

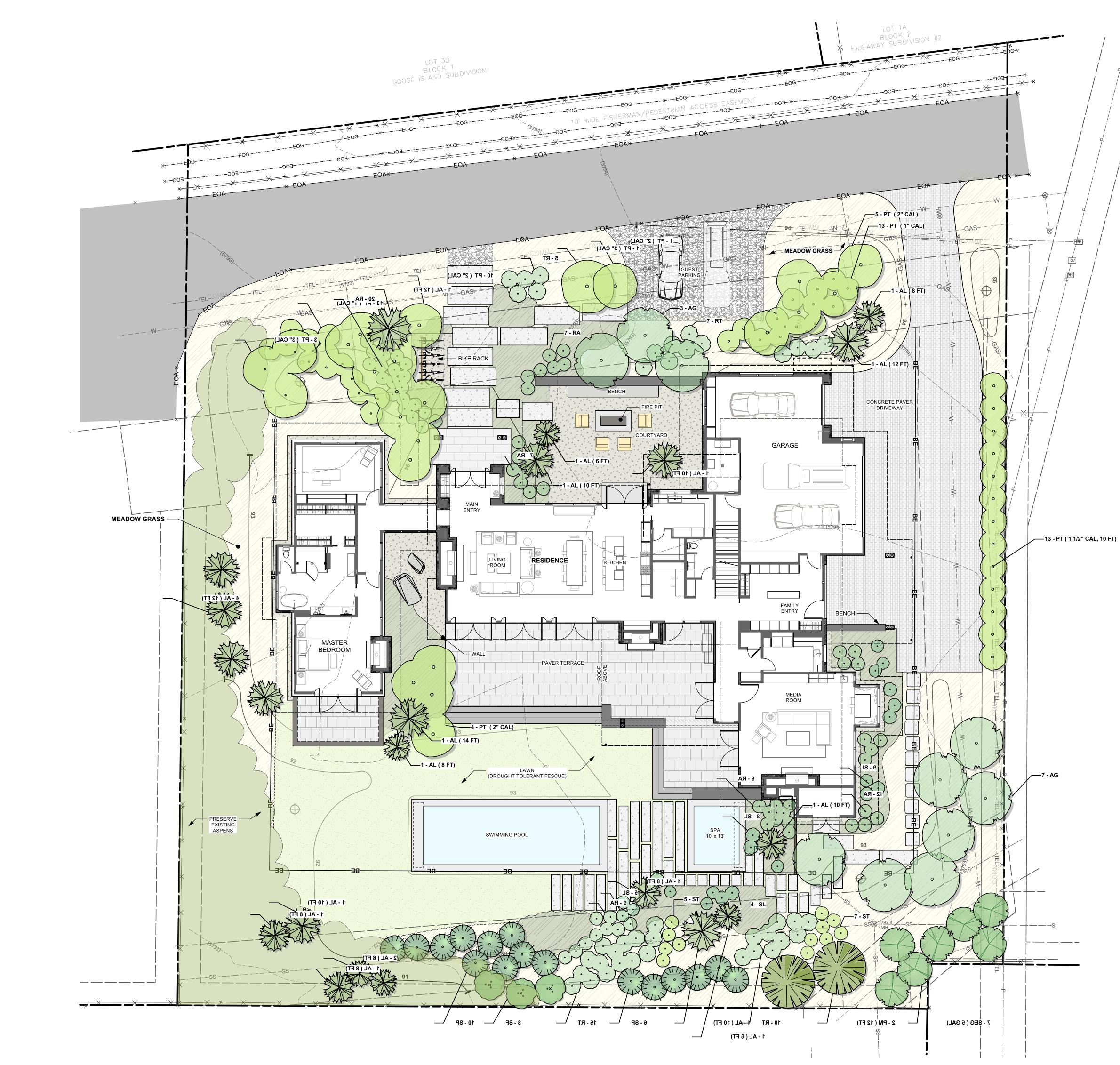
SCALE: 1' = 10'-0"

# DRAINAGE

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FILENAME:	BEAR LA v2021.v	
PROJECT MANA	AGER:	ΒY
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ISSUE DATE:	11.17.202	20
PLOT DATE:	11/18/20 9:54	:29

# **GRADING AND**

T	ΒE	1301
FILENAME:		R LANE 021.vwx
PROJECT MANA	GER:	BY
DRAWN BY:		ТР
ISSUE DATE:	11.17.	2020



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	END		
SYMBOL	DESCRIPTION		
	Property Line		
————ВЕ————	Building Envelope		
	Setbacks / Easements		
SILT	Silt Fence (during construction)		
	Existing Contours		
XXXX XXXX	Proposed Contours		
- — — — -TP- — — — - - — — — -W- — — — - - — — -GAS- — — - - — — -SWR- — — - - — — -PWR- — — -	Existing Utility		
$\bigcirc$	Existing Vegetation		
ан а	Surface Material - Gravel		
	Hardscape - Concrete		
	Hardscape - Concrete Brick Pavers		
	Hardscape - Cut Stone Steps		
	Masonry Wall w/ Stone Veneer		
	Landscape Boulder		
	Landscape - Native		
	Landscape - Lawn		
	Landscape - Perennials		
$\bigcirc \odot \bigcirc$	Landscape - Shrubs		
·***	Landscape - Trees		



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PERMIT SET

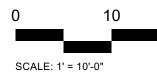
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PLANT SCHEDULE						
ABBRV	QTY.	SIZE	BOTANICAL NAME	COMMON NAME		
AG	10	12 FT	Acer glabrum	Rocky Mountain Maple		
AL	1	14 FT	Abies lasiocarpa	Subalpine Fir		
AL	6	12 FT	Abies lasiocarpa	Subalpine Fir		
AL	5	10 FT	Abies lasiocarpa	Subalpine Fir		
AL	5	8 FT	Abies lasiocarpa	Subalpine Fir		
AL	4	6 FT	Abies lasiocarpa	Subalpine Fir		
PM	2	12 FT	Pseudotsuga menziesii	Douglas Fir		
PT	13	1 1/2" CAL, 10 FT	Populus tremula 'Erecta'	Columnar Swedish Aspen		
PT	4	3" CAL	Populus tremuloides	Quaking Aspen		
PT	20	2" CAL	Populus tremuloides	Quaking Aspen		
PT	26	1" CAL	Populus tremuloides	Quaking Aspen		
SHRUBS				·		
ABBRV	QTY.	SIZE	BOTANICAL NAME	COMMON NAME		
RA	64	5 GAL	Ribes alpinum	Alpine Currant		
RT	41	5 GAL	Rhus trilobata	Three-Leaf Sumac		
SEG	7	5 GAL	Salix exigua	Narrowleaf (Coyote) Willow		
SF	3	6'-0" B&B	Salix 'Flame'	Flame Willow		
SL	21		Salix lapponum	Downy Willow		
SP	16	4'-0" B&B	Salix purpurea	Arctic Willow		
ST	12	5 GAL	Spiraea x billardii 'Triumphans'	Triumphans Spiraea		
PERENNI	ALS		•			
ABBRV	QTY.	SIZE	BOTANICAL NAME	COMMON NAME		
PERENNI		SSES	•	•		
	Slender WI	heatgrass				
	Idaho Fesc	cue				
	Mountain E	Brome				

<u>NOTE:</u> LAWN TO UTILIZE DROUGHT TOLERANT FESCUE

IRRIGATION NOTE: ALL TREES TO HAVE DRIP IRRIGATION AND ALL OTHER PLANTINGS TO BE IRRIGATED





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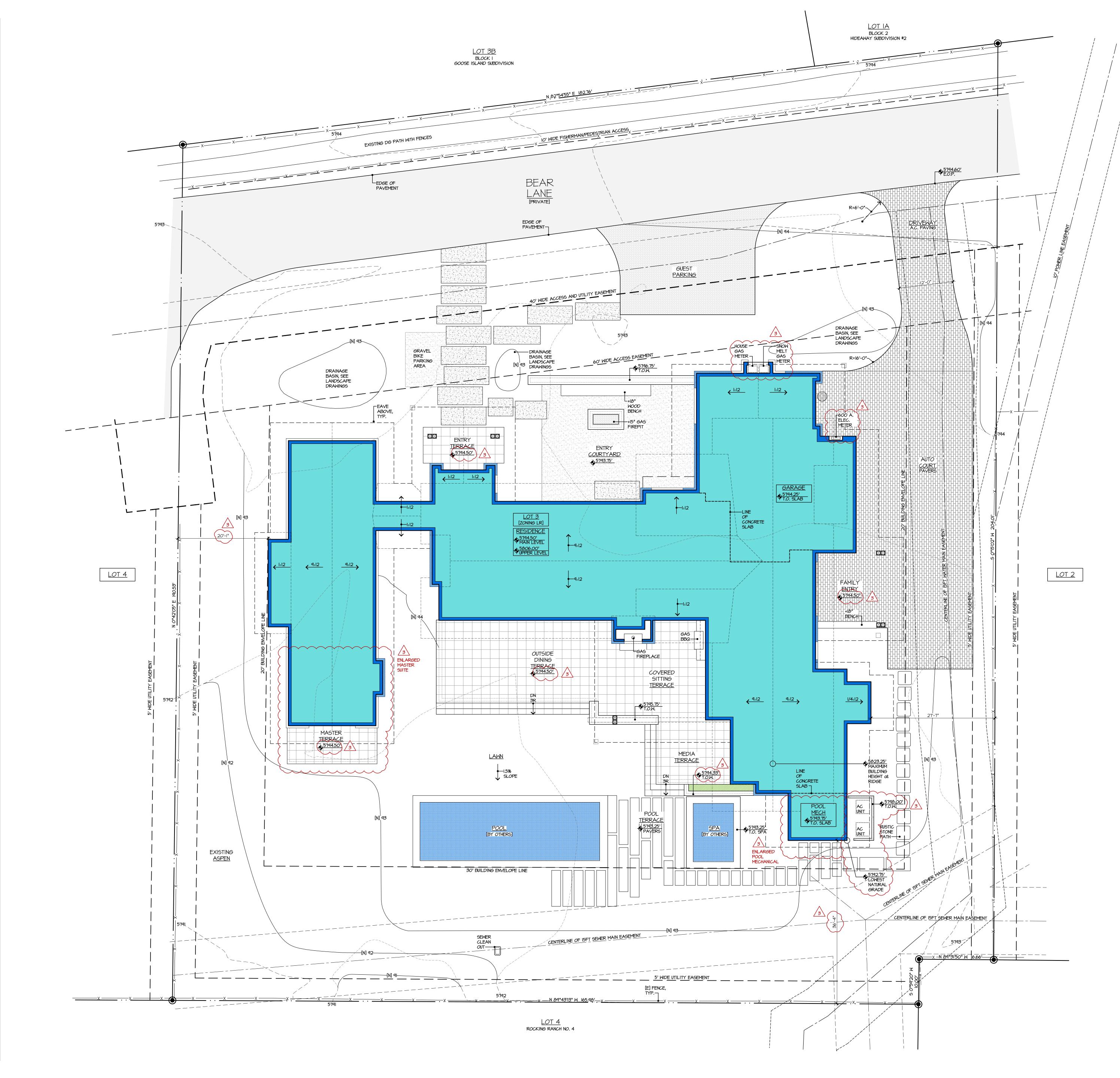
FILENAME:	BEAR LANE v2021.vwx
PROJECT MANA	GER: <b>BY</b>
DRAWN BY:	ТР
ISSUE DATE:	11.17.2020
PLOT DATE:	11/18/20 9:54:30

# PLANTING PLAN

SHEET NO.

20 FT





COVERAGE ANALYSIS	
LOT SIZE: MAXIMUM ALLOWABLE COVERAGE: FOR BUILDINGS [35%]	:
PROPOSED BUILDING COVERAGE:	$\wedge$
BUILDING FOOTPRINT ROOF OVERHANGS GREATER THAN 3'-O" BEYOND FOOTPRINT	<u>/3</u> (
TOTAL PROPOSED BUILDING COVERAGE [25%]	3
PROPOSED IMPERVIOUS COVERAGE:	
BUILDING FOOTPRINT COVERED ENTRY TERRACE COVERED FAMILY ENTRY COVERED SITTING TERRACE OUTSIDE DINING TERRACE + STAIRS MEDIA TERRACE + STAIRS MASTER TERRACE POOL TERRACE POOL SPA	
STONE WALK ENTRY WALK AUTO COURT DRIVEWAY	
	A 1

TOTAL PROPOSED IMPERVIOUS COVERAGE [34%]

## NOTES

I] SURVEY INFORMATION PROVIDED BY LICENSED LAND SURVEYOR.

2] BUILDING SHALL BE SITED BY A REGISTERED CIVIL ENGINEER. EXACT LOCATION TO BE VERIFIED IN FIELD. NOTIFY DESIGNER/ ENGINEER OF ANY CONFLICTS PRIOR TO PROCEEDING WITH WORK

3] ALL ELEVATIONS ARE BASED ON EXISTING SITE INFORMATION PROVIDED BY A LICENSED LAND SURVEYOR, THE CONTRACTOR SHALL CONFIRM GRADING, SITE DRAINAGE, AND BUILDING FINISH FLOOR ELEVATIONS PRIOR TO THE START OF CONSTRUCTION.

4] CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ADEQUATE DRAINAGE SYSTEMS. A DRAINAGE SWALE SHALL BE PROVIDED AT THE PERIMETER OF BUILDING TO INSURE POSITIVE DRAINAGE AWAY FROM THE BUILDING AT A MINIMUM 5% SLOPE FOR A MINIMUM DISTANCE OF TEN FEET MEASURED PERPENDICULAR TO THE FACE OF THE WALL. EXCEPTION: WHERE CLIMATIC OR SOIL CONDITIONS WARRANT, THE SLOPE OF THE GROUND AWAY FROM THE BUILDING FOUNDATION IS PERMITTED TO BE REDUCED TO NOT LESS THAN 2% SLOPE. CBC 1803.3 ALL DRIP LINE TRENCHES SHALL BE CONNECTED TO SUBSURFACE DRAINPIPE AND DRYWELL[S]. CONTRACTOR SHALL NOTIFY DESIGNER/ ENGINEER OF ANY DRAINAGE RELATED ISSUES IMMEDIATELY.

5] CONTRACTOR SHALL FIELD VERIFY ROUTING OF ALL PROPOSED UTILITIES AND UTILITY TRENCHES TO AVOID DAMAGE TO ANY TREES OR EXISTING ESTABLISHED VEGETATION. CONTRACTOR SHALL PROVIDE THE REQUIRED FENCING AROUND THE JOINT TRENCH CONNECTION TO THE RESIDENCE.

6] CONTRACTOR SHALL INSTALL ALL UTILITIES PER BLAINE COUNTY REQUIREMENTS. VERIFY THE REQUIRED CLEARANCES WITH THE APPROPRIATE SERVING UTILITIES.

7] WATER SUPPLY PIPING SHALL BE PROTECTED FROM FREEZING BY A 36" MINIMUM EARTH COVERING. WATER SUPPLY PIPING SHALL BE PROVIDED WITH AN APPROVED BACK FLOW PREVENTION DEVICE. THE WATER SERVICE SHALL BE INSTALLED 24" BELOW GRADE AT A LOCATION INSIDE THE FOUNDATION PERIMETER, EQUIPPED WITH A "STOP AND DRAIN" VALVE, AND FITTED WITH A HANDLE THAT IS READILY ACCESSIBLE. ALL WATER PIPING SHALL BE GRADED TO DRAIN. WATERLINE SHALL BE INSPECTED BEFORE COVERING. PE PIPE IS PROHIBITED IF MORE THAN 5 FEET INSIDE THE FOUNDATION.

8] CONTRACTOR SHALL INSTALL AND MAINTAIN TEMPORARY UTILITIES AND SERVICES IN ACCORDANCE WITH LOCAL CODES AND REGULATIONS. TEMPORARY UTILITIES AND SERVICES SHALL NOT INTERFERE WITH NATURAL SITE FEATURES SUCH AS TREES OR OTHER EXISTING ESTABLISHED VEGETATION. TEMPORARY HOOKUPS MUST BE PROVIDED WITH THEIR OWN MEANS OF SUPPORT.

9] CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING SURVEY MARKERS. SURVEY MARKERS DAMAGED OR DESTROYED DURING CONSTRUCTION SHALL BE REPAIRED OR REPLACED AT THE CONTRACTOR'S EXPENSE.

IO] ALL SITE MATERIAL NOT SUITABLE FOR FILL OR RE-VEGETATION SHALL BE REMOVED AND LEGALLY DISPOSED OF BY THE CONTRACTOR. II] CONTRACTOR SHALL PROVIDE 6 INCH ADDRESS NUMBERS ON RESIDENCE AS SPECIFIED BY

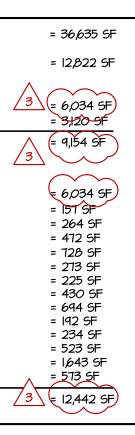
12] PORTA-POTTI REQUIRED ON JOB SITE AT TIME OF FIRST INSPECTION.

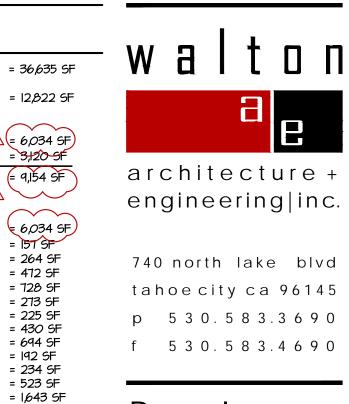
13] SEWER CLEANOUT: A ONE-WAY CLEANOUT IS REQUIRED WITHIN 5 FEET OF WHERE THE LATERAL EXITS THE STRUCTURE FOUNDATION. CLEANOUT BOXES SHALL BE SET TO GRADE. LIDS SHALL HAVE "SEWER" OR EQUIVALENT IMPRINTED ON THE LID. CLEANOUT MUST REMAIN ACCESSIBLE AND MAY NOT BE COVERED BY PERMANENT TILES, ROCK, ECT. ALL SEWER FACILITIES MUST MEET LOCAL SANITARY DISTRICT CODE REQUIREMENTS.

# LEGEND

OWNER AND DESIGNER/ ENGINEER.

FINISH FLOOR ELEVATION	5985.25'
EXISTING CONTOUR	T 
NEW CONTOUR	
EASEMENTS	
PROPERTY LINE & CORNER	- <b>@</b>
BUILDING SETBACK LINE	
JOINT UTILITY TRENCH	
EROSION CONTROL FENCING	EC
ROOF OVERHANG	
STEM WALL	
AC PAVING	
INFILTRATION TRENCH	





Bear Lane Residence





All drawings and written material appearing herein constitute original and

unpublished work of the architect +

engineer and may not be duplicated,

used or disclosed without written consent of the architect + engineer

Final Submittal - 07.29.20

Plan Check - 08.03.20

Window/Door Revision - 09.03.20 /

Plan Check Corrections - 09.23.20/2

Job Number \_\_\_\_\_ 798

Site Plan

Drawing Title

Scale: 1/8" = 1'-0"

a 1.1

**Drawing Number** 

lssue Date Subject

16 November 2020

True North

Revision  $\sqrt{3}$