



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: December 2, 2024 Staff Member/Dept: Paige Nied, Associate Planner Planning and Building Department

Agenda Item: Recommendation to review and approve the Limelight Subdivision Final Plat and adopt the Findings of Fact, Conclusions of Law, and Decision.

Recommended Motion:

I move to approve the Limelight Subdivision Final Plat and adopt the Findings of Fact, Conclusions of Law, and Decision.

Reasons for Recommendation:

- The Limelight Subdivision Preliminary Plat application (File No. P24-014) was approved by the City Council on June 3, 2024, following recommendation by the Planning and Zoning Commission on May 14, 2024.
The request meets all applicable standards for Subdivision Final Plats as specified in the Ketchum Municipal Code's Subdivision (Title 16) regulations.
All city departments have reviewed the application and have no issues or concerns with the proposed final plat.
All conditions of approval of the Preliminary Plat have been met.

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

Sustainability Impact:

None OR state impact here: Approval of the final plat does not limit the city's ability to reach its sustainability goals outlined in the Sustainability Action Plan.

Financial Impact:

None OR Adequate funds exist in account: None

Attachments:

- Subdivision Final Plat Application Materials
Final Plat
Draft Findings of Fact, Conclusions of Law, and Decision



City of Ketchum

Attachment 1: Subdivision Final Plat Application Materials



**City of Ketchum
Planning & Building**

OFFICIAL USE ONLY	
Application Number:	
Date Received:	
By:	
Fee Paid:	
Approved Date:	
By:	

Subdivision Application-Final Plat

Submit completed application and documentation to planningandzoning@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.

APPLICANT INFORMATION			
Name of Proposed Subdivision: Limelight Subdivision			
Owner of Record: Limelight Condominium Owners			
Address of Owner: P.O. Box 1312, Ketchum, ID 83340			
Representative of Owner: Galena-Benchmark Engineering, Dave Patrie			
Legal Description: Limelight Condominiums Common Area RPK RPK0850000000			
Street Address: 318 Bald Mountain Road / 2107 Warm Springs Road			
SUBDIVISION INFORMATION			
Number of Lots/Parcels: 1			
Total Land Area: 8235 SF, 0.19 acre			
Current Zoning District: GR-L			
Proposed Zoning District: GR-L			
Overlay District: None.			
TYPE OF SUBDIVISION			
Condominium <input checked="" type="checkbox"/>	Land X <input type="checkbox"/>	PUD <input type="checkbox"/>	Townhouse <input type="checkbox"/>
Adjacent land in same ownership in acres or square feet:			
Easements to be dedicated on the final plat: 10' Snow Storage Easement along Bald Mountain Road.			
Briefly describe the improvements to be installed prior to final plat approval: Existing infrastructure and improvements are in place. No new improvements are proposed.			
ADDITIONAL INFORMATION			
All lighting must be in compliance with the City of Ketchum's Dark Sky Ordinance One (1) copy of Articles of Incorporation and By-Laws of Homeowners Associations and/or Condominium Declarations One (1) copy of current title report and owner's recorded deed to the subject property One (1) copy of the preliminary plat All files should be submitted in an electronic format to planningandzoning@ketchumidaho.org			

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

Christine Kraatz
Christine Kraatz (Sep 3, 2024 17:10 MDT)
Applicant Signature

Sep 3, 2024
Date



CLTA GUARANTEE

ISSUED BY
STEWART TITLE GUARANTY COMPANY
A CORPORATION, HEREIN CALLED THE COMPANY

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE, AND SUBJECT TO THE FURTHER EXCLUSION AND LIMITATION THAT NO GUARANTEE IS GIVEN NOR LIABILITY ASSUMED WITH RESPECT TO THE IDENTITY OF ANY PARTY NAMED OR REFERRED TO IN SCHEDULE A OR WITH RESPECT TO THE VALIDITY, LEGAL EFFECT OR PRIORITY OF ANY MATTER SHOWN THEREIN.

GUARANTEES

the Assured named in Schedule A against actual monetary loss or damage not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

Dated: January 2, 2024

Signed under seal for the Company, but this endorsement is to be valid only when it bears an authorized countersignature.

Countersigned by:

Authorized Countersignature



Frederick H. Eppinger
President and CEO

David Hisey
Secretary

TitleOne
Company Name

271 1st Ave North
PO Box 2365
Ketchum, ID 83340
City, State

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the company for further information as to the availability and cost.

GUARANTEE CONDITIONS AND STIPULATIONS

- 1. Definition of Terms** - The following terms when used in the Guarantee mean:
 - (a) "the Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
 - (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
 - (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
 - (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
 - (e) "date": the effective date.
- 2. Exclusions from Coverage of this Guarantee** - The Company assumes no liability for loss or damage by reason of the following:
 - (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
 - (b) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water; whether or not the matters excluded by (1), (2) or (3) are shown by the public records.
 - (c) Assurances to title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A)(C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
 - (d) (1) Defects, liens, encumbrances or adverse claims against the title, if assurances are provided as to such title, and as limited by such assurances.
(2) Defects, liens, encumbrances, adverse claims or other matters (a) whether or not shown by the public records, and which are created, suffered, assumed or agreed to by one or more of the Assureds; (b) which result in no loss to the Assured; or (c) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of assurances provided.
- 3. Notice of Claim to be Given by Assured Claimant** - An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.
- 4. No Duty to Defend or Prosecute** - The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.
- 5. Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate** - Even though the Company has no duty to defend or prosecute as set forth in Paragraph 4 above:
 - (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
 - (b) If the Company elects to exercise its options as stated in Paragraph 5(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
 - (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
 - (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.
- 6. Proof of Loss or Damage** - In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such Assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by an authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.
- 7. Options to Pay or Otherwise Settle Claims: Termination of Liability** - In case of a claim under this Guarantee, the Company shall have the following additional options:
 - (a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

GUARANTEE CONDITIONS AND STIPULATIONS

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price. Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5, and the Guarantee shall be surrendered to the Company of cancellation.

- (b) **To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.**

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5.

- 8. Determination and Extent of Liability** - This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the exclusions stated in Paragraph 2.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- the amount of liability stated in Schedule A;
- the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 7 of these Conditions and Stipulations or as reduced under Section 10 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
- the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

9. Limitation of Liability

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.

(c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

- 10. Reduction of Liability or Termination of Liability** - All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 5 shall reduce the amount of liability pro tanto.

11. Payment Loss

(a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

- 12. Subrogation Upon Payment or Settlement** - Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

- 13. Arbitration** - Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules. A copy of the Rules may be obtained from the Company upon request.

14. Liability Limited to This Guarantee; Guarantee Entire Contract

(a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.

(c) No amendment or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

- 15. Notices, Where Sent** - All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at P. O. Box 2029, Houston, TX 77252-2029.

LOT BOOK GUARANTEE
Issued By
Stewart Title Guaranty Company

SCHEDULE A

File No. 24491993
State: ID
County: Blaine

<u>Guarantee No.</u>	<u>Liability</u>	<u>Date of Guarantee</u>	<u>Fee</u>
G-2222-000090240	\$1,000.00	January 2, 2024 at 7:30 a.m.	\$140.00

Name of Assured:
Galena-Benchmark Engineering

The assurances referred to on the face page hereof are:

1. That, according to the Company's property records relative to the following described land (but without examination of those Company records maintained and indexed by name):

Common Area, as shown on the Condominium Map for THE LIMELIGHT CONDOMINIUMS, BLAINE COUNTY, IDAHO, as Instrument No. 147041, and amended by Instrument No. 157452, and as defined and described in that Condominium Declaration for THE LIMELIGHT CONDOMINIUMS, recorded as Instrument No. 147040, records of Blaine County, Idaho.

2. The last recorded instrument purporting to transfer title to said land is:

Deed Type: Other
Grantors: None
Grantees: None
Recorded Date:
Instrument:

No deed exists that specifically puts the common area into the association. The Limelight Condominium Declaration states the common area is governed by the association.

3. There are no mortgages or deeds of trust which purport to affect title to said land, other than those shown below under Exceptions.
4. There are no (homesteads, agreements to convey, attachments, notices of non-responsibility, notices of completion, tax deeds) which purport to affect title to said land, other than shown below under Exceptions.
5. No guarantee is made regarding (a) matters affecting the beneficial interest of any mortgage or deed of trust which may be shown herein as an exception, or (b) other matters which may affect any such mortgage or deed of trust.
6. No guarantee is made regarding any liens, claims of liens, defects or encumbrances other than those specifically provided for above, and, if information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

EXCEPTIONS:

1. NOTE: According to the available records, the purported address of the land referenced herein is:

TBD None at this time, Ketchum, ID 83340

2. Taxes for the year 2023 are exempt.
Parcel Number: [RPK0850000000](#)
Original Amount: \$0.00

3. The land described herein is located within the boundaries of the City of Ketchum and is subject to any assessments levied thereby.

4. Liens, levies, and assessments of the Limelight Condominium Association.

5. Easements, reservations, restrictions, and dedications as shown on the official plat of [The Limelight Condominiums and The Limelight Condominiums Amended](#).

6. Right of way for ditches, tunnels, telephone, and distribution lines constructed by authority of the United States, as granted to the United States under the provisions of Section 58-604 Idaho Code.

7. Terms, provisions, covenants, conditions, restrictions and easements provided in a Condominium Declaration but omitting any covenants, conditions or restrictions, if any, to the extent that such violates 42 USC 3604 (c) or any other ordinance, statute or regulation.

Recorded: December 19, 1972

Instrument No.: [147040](#), records of Blaine County, Idaho.

Amendments, supplements, annexations or modifications of said Condominium Declaration.

Recorded: October 29, 1975

Instrument No.: [162597](#), records of Blaine County, Idaho.

Amendments, supplements, annexations or modifications of said Condominium Declaration.

Recorded: June 3, 1992

Instrument No.: [341405](#), records of Blaine County, Idaho.

Amendments, supplements, annexations or modifications of said Condominium Declaration.

Recorded: June 11, 2015

Instrument No.: [627177](#), records of Blaine County, Idaho.

8. An easement, including the terms and conditions thereof, for the purposes shown below and rights incidental thereto as set forth in a document.

Granted to: Idaho Power Company

Purpose: Public Utilities

Recorded: April 10, 1975

Instrument No.: [159249](#), records of Blaine County, Idaho.

Sun Valley Title

By:

A handwritten signature in black ink, appearing to be the initials 'NB' or similar, written in a cursive style.

Nick Busdon, Authorized Signatory

File No. 24491993

JUDGMENT AND TAX LIEN GUARANTEE

Issued By
Stewart Title Guaranty Company

SCHEDULE A

Amount of Liability: \$1,000.00

Fee Amount: \$0.00

Guarantee No.: G-2222-000090240

Name of Assured: Galena-Benchmark Engineering

Date of Guarantee: January 2, 2024

That, according to the indices of the County Recorder of Blaine County, State of ID, for a period of 10 years immediately prior to the date hereof, there are no

- * Federal Tax Liens
- * Abstracts of Judgment, or
- * Certificates of State Tax Liens

filed, or recorded against the herein named parties, other than those for which a release appears in said indices and other than those shown under Exceptions.

The parties referred to in this guarantee are as follows:

Limelight Condominium Owners, represented by The Limelight Condominiums, Inc. Association

Sun Valley Title

By:



Nick Busdon, Authorized Signatory

File No. 24491993

SCHEDULE B

Exceptions:

NONE



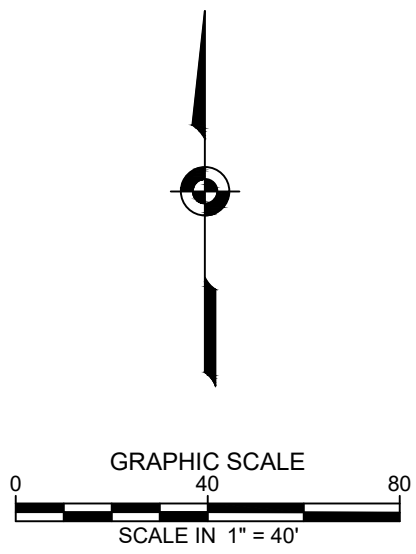
City of Ketchum

Attachment 2: Final Plat

A PLAT SHOWING: LIMELIGHT SUBDIVISION

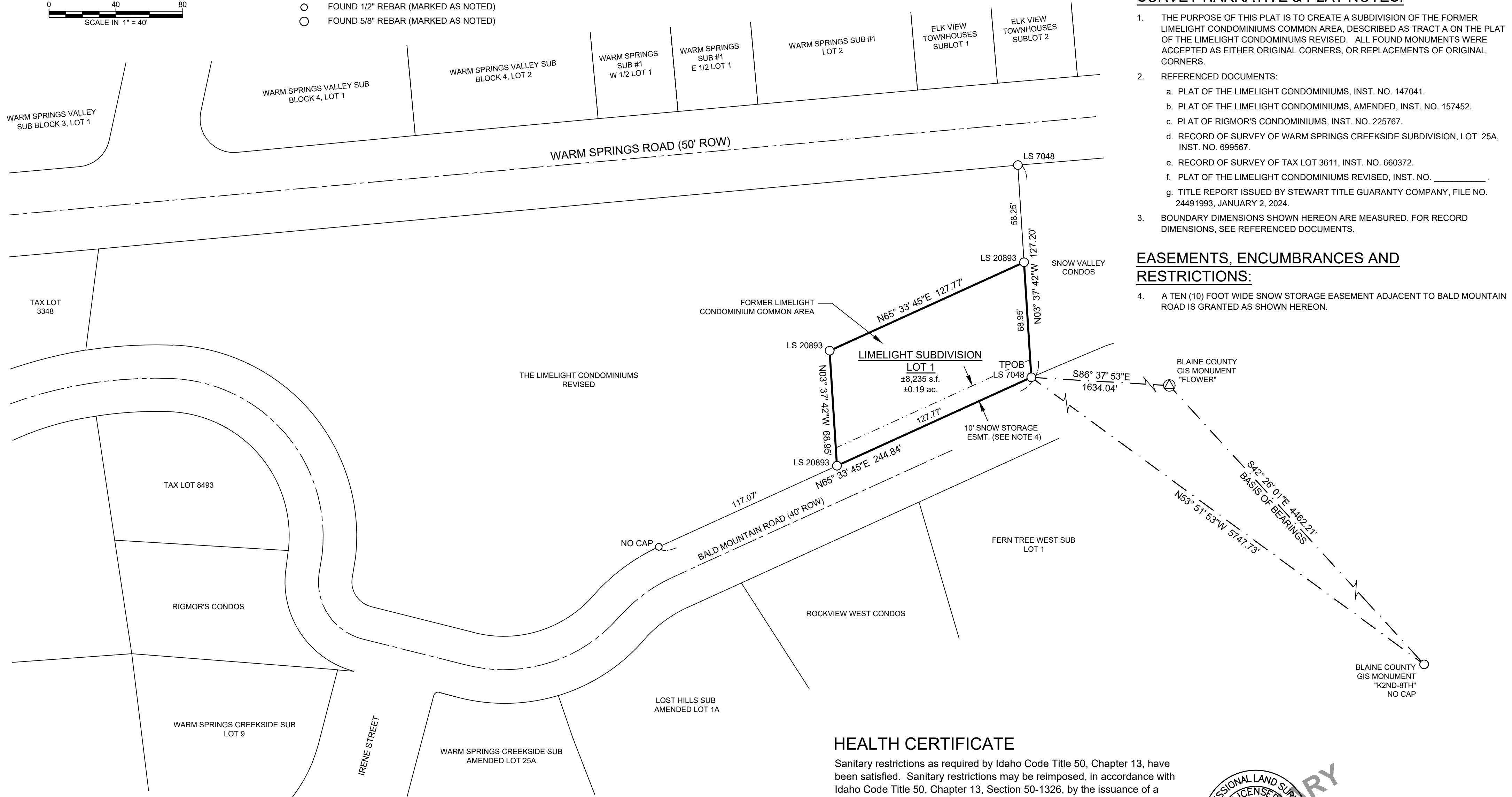
A SUBDIVISION OF TRACT A AS DESCRIBED ON THE PLAT OF THE LIMELIGHT CONDOMINIUMS REVISED.
LOCATED WITHIN SECTION 11, T4N, R18E, B.M. CITY OF KETCHUM, BLAINE COUNTY, IDAHO

SEPTEMBER 2024



LEGEND

- PROPERTY LINE
- ADJOINER'S LOT LINE
- EASEMENT (AS NOTED)
- CENTERLINE OF ROW
- BLAINE COUNTY GIS TIE
- FOUND 1/2" REBAR (MARKED AS NOTED)
- FOUND 5/8" REBAR (MARKED AS NOTED)



SURVEY NARRATIVE & PLAT NOTES:

1. THE PURPOSE OF THIS PLAT IS TO CREATE A SUBDIVISION OF THE FORMER LIMELIGHT CONDOMINIUMS COMMON AREA, DESCRIBED AS TRACT A ON THE PLAT OF THE LIMELIGHT CONDOMINIUMS REVISED. ALL FOUND MONUMENTS WERE ACCEPTED AS EITHER ORIGINAL CORNERS, OR REPLACEMENTS OF ORIGINAL CORNERS.
2. REFERENCED DOCUMENTS:
 - a. PLAT OF THE LIMELIGHT CONDOMINIUMS, INST. NO. 147041.
 - b. PLAT OF THE LIMELIGHT CONDOMINIUMS, AMENDED, INST. NO. 157452.
 - c. PLAT OF RIGMOR'S CONDOMINIUMS, INST. NO. 225767.
 - d. RECORD OF SURVEY OF WARM SPRINGS CREEKSIDE SUBDIVISION, LOT 25A, INST. NO. 699567.
 - e. RECORD OF SURVEY OF TAX LOT 3611, INST. NO. 660372.
 - f. PLAT OF THE LIMELIGHT CONDOMINIUMS REVISED, INST. NO. _____.
 - g. TITLE REPORT ISSUED BY STEWART TITLE GUARANTY COMPANY, FILE NO. 24491993, JANUARY 2, 2024.
3. BOUNDARY DIMENSIONS SHOWN HEREON ARE MEASURED. FOR RECORD DIMENSIONS, SEE REFERENCED DOCUMENTS.

EASEMENTS, ENCUMBRANCES AND RESTRICTIONS:

4. A TEN (10) FOOT WIDE SNOW STORAGE EASEMENT ADJACENT TO BALD MOUNTAIN ROAD IS GRANTED AS SHOWN HEREON.

HEALTH CERTIFICATE

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

Dated: _____

South Central Public Health District, REHS



LIMELIGHT SUBDIVISION
GALENA-BENCHMARK ENGINEERING
KETCHUM, IDAHO

LIMELIGHT SUBDIVISION

OWNER'S CERTIFICATE

This is to certify that the LIMELIGHT CONDOMINIUM OWNERS are the owners in fee simple of the following described Real Property:

A parcel of land located within Section 11, Township 4 North, Range 18 East, Boise Meridian, more particularly described as follows:

Tract A, as shown on the plat of THE LIMELIGHT CONDOMINIUMS REVISED recorded as Instrument No. _____, records of Blaine County, Idaho.

The undersigned hereby certify, to the extent required, the notification and/or approval of the foregoing plat by any holders of recorded security interest in and to the real property described above.

The easements shown hereon are not dedicated to the public, but the right to use said easements for the intended purposes is hereby reserved. No structures other than for such utility and other designated uses are to be erected within the lines of said easements.

It is the intention of the undersigned to, and they do hereby include said land in this plat.

Signed this _____ day of _____, 20____.

LIMELIGHT CONDOMINIUM OWNERS

BY: LIMELIGHT CONDOMINIUMS, INC, an Idaho corporation _____

BY: _____

ITS: _____

ACKNOWLEDGMENT

STATE OF _____)

COUNTY OF _____)

} ss

On this _____ day of _____, 2024, before me, a Notary Public in and for said State, personally appeared _____, known or identified to me to be the _____ of Limelight Condominiums, Inc. that executed the foregoing instrument on behalf of the Limelight Condominium Owners, and acknowledged to me that they and said corporation 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 in and for said State

Residing in _____

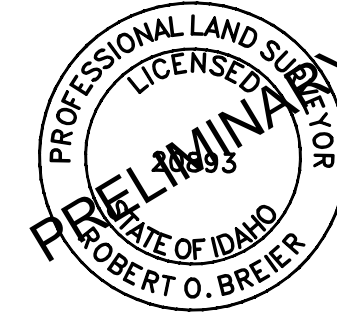
My Commission Expires _____

COUNTY RECORDER'S CERTIFICATE

SURVEYOR'S CERTIFICATE

I, ROBERT O. BREIER, a duly Registered Professional Land Surveyor in the State of Idaho, do hereby certify that this is a true and accurate map of the land surveyed under my direct supervision and that it is in accordance with Idaho State Code relating to plats and surveys.

ROBERT O. BREIER, PLS 20893



COUNTY SURVEYOR'S APPROVAL

This is to certify that 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

KETCHUM CITY COUNCIL'S 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

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

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.

_____, City Planner, City of Ketchum

COUNTY TREASURER'S CERTIFICATE

On this _____ day of _____, 20____, the foregoing plat was approved and accepted by the Blaine County Treasurer, Blaine County, Idaho.

By: _____

LIMELIGHT SUBDIVISION

GALENA-BENCHMARK ENGINEERING
KETCHUM, IDAHO

SHEET 2 OF 2
Job No. 23282



City of Ketchum

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



**City of Ketchum
Planning & Building**

IN RE:)
)
Limelight Subdivision) KETCHUM CITY COUNCIL
Subdivision Final Plat) FINDINGS OF FACT, CONCLUSIONS OF LAW, AND
Date: December 2, 2024) DECISION
)
File Number: P24-082)

PROJECT: Limelight Subdivision Final Plat

FILE NUMBER: P24-082

APPLICATION TYPE: Subdivision Final Plat

REPRESENTATIVE: Dave Patrie, Galena-Benchmark Engineering

PROPERTY OWNER: Limelight Condominium Owners

LOCATION: 318 Bald Mountain Road (Limelight Condos Common Area)

ZONING: General Residential – Low Density (GR-L)

OVERLAY: None

NOTICE: A public hearing was conducted for the subdivision preliminary plat approval. Public hearings are not required for final plats; therefore, no public hearing was scheduled for the application.

RECORD OF PROCEEDINGS

The City of Ketchum received the application for the Limelight Subdivision final plat on September 12, 2024. Following the receipt of the application, staff routed the application materials to all city departments for review. The city department comments were provided to the applicant on October 25, 2024, and November 6, 2024. As of the date of these findings, all department comments have been resolved or addressed through conditions of approval recommended below.

The Ketchum City Council conducted their final consideration of the Limelight Subdivision Final Plat (File No. P24-082) application during their regular meeting on December 2, 2024. After considering the staff’s analysis and the application materials, the Council approved the application unanimously.

BACKGROUND

The applicant has submitted a subdivision application to subdivide and create a new lot out of the existing Limelight Condominiums common area at 318 Bald Mountain Rd (the “subject property”). The subject property is zoned General Residential – Low Density (GR-L) and contains two condominium buildings. The portion of the Limelight Condominiums common area proposed to be subdivided does not contain any built structures.

The Limelight Condominiums subdivision was created in 1972 and has not been altered since its creation. The condominium building accessed off Warm Springs Rd caught fire and suffered severe damage, requiring a complete rebuild of the building. The Limelight condo owners have chosen to subdivide a portion of the common area and sell off the newly created lot to assist in the funding of the rebuild.

As proposed, the new lot would be accessed off Bald Mountain Rd and have an area of 8,234 square feet. While no development plans for the site have been proposed at this point, any future development would have to adhere to the zoning requirements of the GR-L zone district. The project is subject to final plat procedures and standards listed in KMC 16.04.030 and 16.04.040. Staff finds the project to be in conformance with all applicable subdivision requirements for final plats and zoning standards.

On May 24, 2024, the Planning & Zoning Commission held a public hearing and unanimously recommended approval of the Subdivision Preliminary Plat (Application No. P24-014) to the City Council. The City Council considered and approved the Subdivision Preliminary Plat application during their meeting on June 3, 2024.

FINDINGS OF FACT

The Council, having reviewed the entire project record, does hereby make and set forth these Findings of Fact, Conclusions of Law, and Decision as follows:

FINDINGS REGARDING COMPLIANCE WITH SUBDIVISION FINAL PLAT REQUIREMENTS

Final Plat Requirements				
Compliant			Standards and City Council Findings	
YES	NO	N / A	Ketchum Municipal Code	City Standards and <i>City Council Findings</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K	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:
			<i>Findings</i>	The Final Plat mylar shall be prepared following Ketchum City Council review and approval of the Final Plat application and shall meet these standards.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.1	Point of beginning of subdivision description tied to at least two (2) governmental survey corners, or in lieu of government survey corners, to monuments recognized by the city engineer.
			<i>Findings</i>	As shown on sheet 1, there are two points of beginning for the proposed subdivision. Therefore, this standard is met.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.2	Location and description of monuments.
			<i>Findings</i>	Sheet 1 of the final plat provides the location and description of monuments. Therefore, this standard is met.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.3	Tract boundary lines, property lines, lot lines, street right of way lines and centerlines, other rights of way and easement lines, building envelopes as required on the preliminary plat, lot area of each lot, boundaries of floodplain and floodway and avalanche district, all with bearings, accurate dimensions in feet and decimals, in degrees and minutes and radii, arcs, central angles, tangents and chord lengths of all curves to the above accuracy.
			<i>Findings</i>	Sheet 1 of the final plat indicates property lines and boundary lines for the subject property, adjacent subdivisions, easements, and adjacent streets. This standard is met.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.4	Names and locations of all adjoining subdivisions.
			<i>Findings</i>	As shown on Sheet 1, the adjacent subdivisions of Snow Valley Condos, Fern Tree West Subdivision, Rockview West Condos, Lost Hills Subdivision, Warm Springs Creekside Subdivision, Rigmor's Condos, Warm Springs Valley Subdivision, and Elk View Townhouses are all labeled.
<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>Findings</i>	The right of way for Warm Springs Road and Bald Mountain Road are named and dimensioned on Sheet 1 of the final plat.
<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>Findings</i>	Sheet 1 indicates the location and dimension of the 10-foot snow storage easement.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.7	The blocks numbered consecutively throughout each block.
			<i>Findings</i>	There are no blocks being created with the proposed subdivision.
<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>Findings</i>	N/A – as no public dedications have been required or proposed for this subdivision.
<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>Findings</i>	This standard has been met. The name of the proposed subdivision is Limelight Subdivision.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.10	Scale, north arrow and date.
			<i>Findings</i>	As shown on Sheet 1 of the final plat, this standard has been met.
<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>Findings</i>	As shown on Sheet 1 of the final plat, the 50-foot-wide right of way for Warm Springs Road and 40-foot-wide right of way for Bald Mountain Road are named and dimensioned. No new public streets are being proposed or required for the subdivision.
<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>Findings</i>	This standard is not applicable as the proposed subdivision is not governed by a homeowner's association.
<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>Findings</i>	Sheet 2 of the final plat provides the certificate from the licensed Professional Land Surveyor certifying the accuracy of the plat survey.
<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>Findings</i>	This standard has been met. The applicant provided a title report issued by Stewart Title Guarantee Company dated January 2, 2024.
<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>Findings</i>	Sheet 2 of the final plat provides the certification of owners of record with regard to the subject property.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.16	Certification and signature of engineer (surveyor) verifying that the subdivision and design standards meet all city requirements.
			<i>Findings</i>	Sheet 2 of the final plat provides the certification of the surveyor verifying the subdivision and design standards meet all city requirements.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.17	Certification and signature of the city engineer verifying that the subdivision and design standards meet all city requirements.
			<i>Findings</i>	Sheet 2 of the final plat provides the certification of the City Engineer verifying that the subdivision and design standards meet all city requirements.

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.18	Certification and signature of the city clerk of the city of Ketchum verifying that the subdivision has been approved by the council.
			<i>Findings</i>	The signature block on Sheet 2 of the plat provides the certification of the City Clerk verifying that the subdivision has been approved by the City Council.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.19	Notation of any additional restrictions imposed by the council on the development of such subdivision to provide for the public health, safety and welfare.
			<i>Findings</i>	This standard is not applicable because no additional restrictions are necessary to provide for the public health, safety, and welfare.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.L	Final Plat Copies: Both a hard copy and a digital copy of the final plat shall be filed with the administrator prior to being placed upon the Council's agenda. A digital copy of the final plat as approved by the council and signed by the city clerk shall be filed with the administrator and retained by the city. The Applicant shall also provide the city with a digital copy of the recorded document with its assigned legal instrument number.
			<i>Findings</i>	This standard has been met.

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>	There are no improvements required to be made for the creation of Lot 1. The subject property does not include any watercourses, rock outcroppings, shrub masses or historic areas.
<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>	This standard is not applicable because there are no improvements proposed or required.
<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

				<p>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.</p>
			<i>Findings</i>	This standard is not applicable because there are no improvements proposed or required.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.D	<p>As Built Drawing: Prior to acceptance by the city council of any improvements installed by the subdivider, two (2) sets of as built plans and specifications, certified by the subdivider's engineer, shall be filed with the city engineer. Within ten (10) days after completion of improvements and submission of as built drawings, the city engineer shall certify the completion of the improvements and the acceptance of the improvements, and shall submit a copy of such certification to the administrator and the subdivider. If a performance bond has been filed, the administrator shall forward a copy of the certification to the city clerk. Thereafter, the city clerk shall release the performance bond upon application by the subdivider.</p>
			<i>Findings</i>	This standard is not applicable because there are no improvements proposed or required.
<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>	Sheet 1 of the final plat indicates two monuments, both of which have been verified by the subdivider's surveyor and City Engineer.

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>16.04.040.F</p>	<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 (25%) and greater and outside of the floodway. A waiver to this standard may only be considered for the following: <ol style="list-style-type: none"> 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. 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. 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. 4. Side lot lines shall be within twenty degrees (20°) to a right angle or radial line to the street line. 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. 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>				<ol style="list-style-type: none"> 1. The lot size of 8,234 square feet is above the minimum required lot area as well as the average lot width of 127 feet for the GR-L zone. All future development on the site will comply with GR-L dimensional standards in Title 17.

				<ol style="list-style-type: none"> 2. Building envelopes are not required as the subject property is not within the floodplain/floodway, avalanche zone, and does not contain slopes greater than 25% based on natural contours. This application does not create a corner lot. 3. The application does not create a corner lot. 4. The proposed side lot lines meet this standard. 5. The subject property is not a double frontage lot. 6. Lot 1 will have 127 feet of frontage along Bald Mountain Road.
<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>	This standard is not applicable as no new blocks are being created.
<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;

			<p>6. In general, partial dedications shall not be permitted, however, the council may accept a partial street dedication when such a street forms a boundary of the proposed subdivision and is deemed necessary for the orderly development of the neighborhood, and provided the council finds it practical to require the dedication of the remainder of the right of way when the adjoining property is subdivided. When a partial street exists adjoining the proposed subdivision, the remainder of the right of way shall be dedicated;</p> <p>7. Dead end streets may be permitted only when such street terminates at the boundary of a subdivision and is necessary for the development of the subdivision or the future development of the adjacent property. 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;</p> <p>8. A cul-de-sac, court or similar type street shall be permitted only when necessary to the development of the subdivision, and provided, that no such street shall have a maximum length greater than four hundred feet (400') from entrance to center of turnaround, and all cul-de-sacs shall have a minimum turnaround radius of sixty feet (60') at the property line and not less than forty five feet (45') at the curb line;</p> <p>9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°);</p> <p>10. Where any street deflects an angle of ten degrees (10°) or more, a connecting curve shall be required having a minimum centerline radius of three hundred feet (300') for arterial and collector streets, and one hundred twenty five feet (125') for minor streets;</p> <p>11. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited;</p> <p>12. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets;</p> <p>13. Proposed streets which are a continuation of an existing street shall be given the same names as the existing street. All new street names shall not duplicate or be confused with the names of existing streets within Blaine County, Idaho. The subdivider shall obtain approval of all street names within the proposed subdivision from the 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>
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			<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 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>
			<p><i>Findings</i></p> <p>This standard is not applicable because no new street, private road, or bridge are proposed.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>16.04.040.I</p> <p>Alley Improvement Requirements: Alleys shall be provided in 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>
			<p><i>Findings</i></p> <p>This standard is not applicable as the subject property is in a residential zoning district which do not require alleys.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>16.04.040.J</p> <p>Required Easements: Easements, as set forth in this subsection, shall be required for location of utilities and other public services, to provide adequate pedestrian circulation and access to public waterways and lands.</p> <p>1. A public utility easement at least ten feet (10') in width shall be required within the street right of way boundaries of all private streets. A public utility easement at least five feet (5') in width shall be required within property boundaries adjacent to Warm Springs Road and within</p>

			<p>any other property boundary as determined by the city engineer to be necessary for the provision of adequate public utilities.</p> <p>2. Where a subdivision contains or borders on a watercourse, drainageway, channel or stream, an easement shall be required of sufficient width to contain such watercourse and provide access for private maintenance and/or reconstruction of such watercourse.</p> <p>3. All subdivisions which border the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a ten foot (10') fish and nature study easement along the riverbank. Furthermore, the council shall require, in appropriate areas, an easement providing access through the subdivision to the bank as a sportsman's access. These easement requirements are minimum standards, and in appropriate cases where a subdivision abuts a portion of the river adjacent to an existing pedestrian easement, the council may require an extension of that easement along the portion of the riverbank which runs through the proposed subdivision.</p> <p>4. All subdivisions which border on the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a twenty five foot (25') scenic easement upon which no permanent structure shall be built in order to protect the natural vegetation and wildlife along the riverbank and to protect structures from damage or loss due to riverbank erosion.</p> <p>5. No ditch, pipe or structure for irrigation water or irrigation wastewater shall be constructed, rerouted or changed in the course of planning for or constructing required improvements within a proposed subdivision unless same has first been approved in writing by the ditch company or property owner holding the water rights. A written copy of such approval shall be filed as part of required improvement construction plans.</p> <p>6. Nonvehicular transportation system easements including pedestrian walkways, bike paths, equestrian paths, and similar easements shall be dedicated by the subdivider to provide an adequate nonvehicular transportation system throughout the city.</p>
			<p><i>Findings</i></p> <p>As shown on Sheet 1 of the final plat, the subdivision dedicates a 10 foot wide snow storage easement to assist in winter maintenance of Bald Mountain Road. Standards 2-6 do not apply to the project as the property is not adjacent to any of the listed waterways, not adjacent to Warm Springs, does not contain any irrigation infrastructure, and does not include pedestrian or equestrian pathways.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input 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</p>

				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.
			<i>Findings</i>	This standard is not applicable as no sanitary sewage disposal improvements are required for this project. Sewer infrastructure exists adjacent to the proposed Lot 1.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.L	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.
			<i>Findings</i>	This standard is not applicable as no water improvements are required for this project. Water infrastructure exists adjacent to the proposed Lot 1.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.M	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.
			<i>Findings</i>	This standard is not applicable as planting strips are not required for this project.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.N	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: 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. 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: a. Proposed contours at a maximum of five foot (5') contour intervals. b. Cut and fill banks in pad elevations.

				<p>c. Drainage patterns.</p> <p>d. Areas where trees and/or natural vegetation will be preserved.</p> <p>e. Location of all street and utility improvements including driveways to building envelopes.</p> <p>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> <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> <p>a. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability.</p> <p>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).</p> <p>c. Cut slopes shall be no steeper than two horizontal to one vertical (2:1). Subsurface drainage shall be provided as necessary for stability.</p> <p>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> <p>e. Toes of cut and fill slopes shall be set back from property boundaries a distance of three feet (3'), plus one-fifth (1/5) of the height of the cut or the fill, but may not exceed a horizontal distance of ten feet (10'); tops and toes of cut and fill slopes shall be set back from structures at a distance of at least six feet (6'), plus one-fifth (1/5) of the height of the cut or the fill. Additional setback distances shall be provided as necessary to accommodate drainage features and drainage structures.</p>
			<i>Findings</i>	This standard is not applicable as no grading improvements are proposed or required.

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.O	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.
			<i>Findings</i>	This standard is not applicable as no drainage improvements are proposed or required.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.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.
			<i>Findings</i>	This standard is not applicable as Lot 1 already contains a power box, gas meter, and telephone riser.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.Q	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.
			<i>Findings</i>	This standard is not applicable as off-site improvements are not required or proposed with this project.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.R	Avalanche And Mountain Overlay: All improvements and plats (land, planned unit development, townhouse, condominium) created pursuant to this chapter shall comply with City of Ketchum Avalanche Zone District and Mountain Overlay Zoning District requirements as set forth in Title 17 of this Code.
			<i>Findings</i>	This standard does not apply because the subject property is not located within the Avalanche Zone or the Mountain Overlay.
<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>	This standard does not apply because there are no existing natural features present on the subject property that would have enhanced the attractiveness of the townhome development.

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 Municipal 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 Subdivision Final Plat application for the development and use of the project site.
2. The City Council has the authority to review and approve the applicant’s Subdivision Final Plat Application pursuant to Chapter 16.04 of Ketchum Code Title 16.
3. The Subdivision Final Plat application is governed under Chapter 16.04 of Ketchum Municipal Code.
4. The Limelight Subdivision Final Plat application meets all applicable standards specified in Title 16 of Ketchum Municipal Code.

DECISION

THEREFORE, the Ketchum City Council **approves** this Subdivision Final Plat Application File No. P24-082 this Monday, December 2, 2024, subject to the following conditions of approval.

CONDITIONS OF APPROVAL

1. The final plat shall be filed with the Blaine County Recorder within one year after final plat approval by the council. Failure to file such final plat within that time shall cause all approvals of such final plat to be null and void.

Findings of Fact adopted this 2nd day of December 2024.

Neil Bradshaw, Mayor
City of Ketchum

Attest:

Trent Donat, City Clerk