



City of Ketchum  
Planning & Building

STAFF REPORT  
KETCHUM PLANNING AND ZONING COMMISSION  
REGULAR MEETING OF MARCH 9<sup>th</sup>, 2021

**PROJECT:** Adi's Townhomes No. 2 Subdivision Preliminary Plat

**FILE NUMBER:** P20-121

**OWNER:** Adi S Erber

**REPRESENTATIVE:** Bruce Smith, Alpine Enterprises

**REQUEST:** Townhouse Subdivision Preliminary Plat to convert an existing duplex into two townhome units

**ASSOCIATED PERMITS:** Building Permit 91-028, Design Review 91-04-01

**LOCATION:** 124 Short Swing Lane (Warm Springs Subdivision No. 3: Block 1: Lot 7)

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

**OVERLAY:** None

**NOTICE:** The public hearing notice was mailed to properties within a 300 ft radius of the subject property and all political subdivisions on February 17<sup>th</sup>, 2021. Notice was published in the February 17<sup>th</sup>, 2021 edition of the Idaho Mountain Express. Notice was posted on the project site and the City's website on March 2<sup>nd</sup>, 2021.

**REVIEWER:** Abby Rivin, Associate Planner

**BACKGROUND**

The applicant is requesting Preliminary Plat approval for a Townhouse Subdivision to convert an existing duplex located at 124 Short Swing Lane within the City's General Residential Low Density (GR-L) Zoning District into two townhomes. The subject property, Lot 7 of Warm Springs Subdivision No. 3) will be subdivided to create two townhouse sublots. No changes are proposed to the existing duplex building or the site.

Many older duplexes in Ketchum were built as apartments or condominiums. Adopted in 1979, the City's first subdivision ordinance only provided for condominium subdivisions. It wasn't until 1987 with the City's adoption of Ordinance 460 that townhouses were introduced into Ketchum Municipal Code.

The duplex units were built to the building code in effect at that time, generally with a common one-hour fire-resistance rated wall between the units. The City has allowed conversion of these units from apartments or condominiums to townhomes. With the townhouse form of ownership, each property owner owns the structure and, at a minimum, the ground beneath it and sometimes more land (commonly known as a subplot). Townhomes provide more flexibility for future improvements as property owners own both the structure and the land.

The conversion of condominiums to townhomes would make Federal Housing Administration loans available to potential buyers. These loans are normally unavailable for condominiums. The availability of these loans may help make these dwelling units more affordable for potential buyers. However, the conversion of apartments to for-sale units may also decrease the supply of affordable rental housing units.

The existing duplex was built in 1991 (Building Permit 91-028). While the building was constructed as a duplex with two apartments, the development was never subdivided into individual units. As the existing duplex was built 30 years ago, the building does not meet current building code or separation requirements for townhouses specified in R302.2 of the International Residential Code or Ketchum Municipal Code §15.04.020. A plat note, describing the non-conforming status of the existing, older duplex housing stock, when converted to a townhouse type of ownership will be required as Condition of Approval #9.

**STAFF RECOMMENDATION**

After holding a public hearing and considering public comment, staff recommends the Planning & Zoning Commission recommend approval of the Townhouse Subdivision Preliminary Plat application to City Council subject to Conditions of Approval #1-10 and authorize the Chair to the sign the Findings of Fact and Conclusions of Law attached to the Staff Report as Exhibit B.

**ANALYSIS**

**Table 1: City Department Comments**

City Department Comments			
Compliant			City Standards and <i>City Department Comments</i>
Yes	No	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>Fire:</b> <i>The Fire Code Official has reviewed the plans and does not have any comments or concerns regarding the conversion. Prior to the City Clerk’s signature of final plat, smoke and carbon monoxide detectors shall be installed to meet current building code.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>City Engineer and Streets Department:</b> <i>The conversion of the existing duplex into two townhome units does not qualify as a substantial improvement or impact the right-of-way.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>Utilities:</b> <i>The existing duplex line is served by one line and connection to the municipal water system and one line and connection to the municipal sewer system. Pursuant to Ketchum Municipal Code §13.08.050E and §13.04.080.F, a separate and independent city water service line and connection shall be provided for each townhome unit. The applicant shall add a plat note to alert property owners that the two townhome units within the duplex are served by only one line and connection to the municipal water system and one line and connection the city sewer system.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>Building:</b>

			<i>Prior to the City Clerk's signature of final plat, smoke and carbon monoxide detectors shall be installed to meet current building code. In the case of any alterations to the subject structures, all applicable current building and zoning code requirements shall apply.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>Planning and Zoning:</b> <i>Comments are denoted throughout the Tables 2 &amp; 3.</i>

**Table 2: Townhouse Plat Requirements**

Townhouse Plat Requirements				
Compliant			Standards and Staff Comments	
Yes	No	N/A	City Code	
			City Standards and <i>Staff Comments</i>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.B	<p><b>Townhouse Owners' Documents:</b> The subdivider of the townhouse project shall submit with the preliminary plat application a copy of the proposed party wall agreement and any proposed document(s) creating an association of owners of the proposed townhouse sublots, which shall adequately provide for the control and maintenance of all commonly held facilities, garages, parking and/or open spaces. Prior to final plat approval, the subdivider shall submit to the city a final copy of such documents and shall file such documents prior to recordation of the plat, which shall reflect the recording instrument numbers.</p> <p><i>Staff Comments</i> <i>The applicant has submitted a complete preliminary plat application including the CC&amp;Rs. The applicant shall submit a final copy of the Townhouse Declaration and Party Wall Agreement document to the Planning &amp; Building Department and file such document prior to recordation of the final plat.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.C.1	<p><b>Preliminary Plat Procedure:</b> Townhouse developments shall be administered consistent with the procedures and design and development regulations established in §16.04.030 and §16.04.040 and the standards of this subsection.</p> <p>All townhouse developments shall be platted under the procedures contained in the subdivision ordinance in effect and shall be required to obtain design review approval prior to building permit issuance.</p> <p><i>Staff Comments</i> <i>The townhouse subdivision shall be platted under the procedures contained in the subdivision ordinance.</i></p> <p><i>The duplex is an existing building and the project does not require design review approval or a building permit.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.080.C.2	<p>The subdivider may apply for preliminary plat approval from the commission pursuant to subsection 16.04.030D of this chapter at the time application is made for design review approval pursuant to title 17, chapter 17.96 of this code. The commission may approve, deny or conditionally approve such preliminary plat upon consideration of the action taken on the application for design review of the project.</p> <p><i>Staff Comments</i> <i>N/A. The duplex is an existing building. No exterior modifications are proposed to the existing duplex or the project site. Design Review is not required for this project.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.080.C.3	<p>The preliminary plat, other data, and the commission's findings may be transmitted to the council prior to commencement of construction of the project under a valid building permit issued by the City. The council shall act on the preliminary plat pursuant to subsection 16.04.030E and F of this chapter.</p> <p><i>Staff Comments</i> <i>N/A. The duplex is an existing building. No exterior modifications are proposed to the existing duplex or the project site. A building permit is not required for this project</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.080.C.4	<p>In the event a phased townhouse development project is proposed, after preliminary plat is granted for the entirety of a project, the final plat procedure for each phase of</p>

				a phased development project shall follow §16.04.030.G and comply with the additional provisions of §16.04.110 of this code.
			<i>Staff Comments</i>	<i>N/A as the duplex is an existing building.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.D	<p>D. Final Plat Procedure:</p> <p>1. The final plat procedure contained in subsection 16.04.030G of this chapter shall be followed. However, the final plat shall not be signed by the city clerk and recorded until the townhouse has received either:</p> <ul style="list-style-type: none"> <li>a. A certificate of occupancy issued by the city of Ketchum for all structures in the townhouse development and completion of all design review elements as approved by the planning and zoning administrator; or</li> <li>b. Signed council approval of a phased development project consistent with §16.04.110 herein.</li> </ul> <p>2. The council may accept a security agreement for any design review elements not completed on a case by case basis pursuant to title 17, chapter 17.96 of this code.</p>
			<i>Staff Comments</i>	<i>The applicant shall follow the final plat procedure as specified in the City's subdivision ordinance.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.E.1	<p>E. Required Findings: In addition to all Townhouse Developments complying with the applicable provisions of Title 17 and this Subdivision Chapter (§16.04), the Administrator shall find that</p> <p>All Townhouse Developments, including each individual subplot, shall not exceed the maximum building coverage requirements of the zoning district.</p>
			<i>Staff Comments</i>	<i>The building coverage of the existing duplex development is 32% (2,606 sq ft building coverage/8,207 sq ft lot area), which is 3% less than the maximum permitted in the GR-L Zone.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.E.2	<p>Garage: All garages shall be designated on the preliminary and final plats and on all deeds as part of the particular townhouse units. Detached garages may be platted on separate sublots; provided, that the ownership of detached garages is tied to specific townhouse units on the townhouse plat and in any owner's documents, and that the detached garage(s) may not be sold and/or owned separate from any dwelling unit(s) within the townhouse development.</p>
			<i>Staff Comments</i>	<i>The existing duplex doesn't include an enclosed garage.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.E.3	<p>General Applicability: All other provisions of this chapter and all applicable ordinances, rules and regulations of the city and all other governmental entities having jurisdiction shall be complied with by townhouse subdivisions. (Ord. 1061 § 3, 2009: Ord. 879 § 4, 2001: Ord. 460 § 2, 1987)</p>
			<i>Staff Comments</i>	<i>This townhouse subdivision will comply with all applicable local, state, and federal ordinances, rules, and regulations.</i>

Table 3: Preliminary Plat Requirements (all subdivisions)

Preliminary Plat Requirements				
Compliant			Standards and Staff Comments	
Yes	No	N/A	City Code	City Standards and <i>Staff Findings</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.C.1	The subdivider shall file with the administrator copies of the completed subdivision application form and preliminary plat data as required by this chapter.
			<i>Findings</i>	<i>The application has been reviewed and determined to be complete.</i>

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J	Application and Preliminary Plat Contents: The preliminary plat, together with all application forms, title insurance report, deeds, maps, and other documents reasonably required, shall constitute a complete subdivision application. The preliminary plat shall be drawn to a scale of not less than one inch equals one hundred feet (1" = 100') and shall show the following:
			Findings	<i>All required materials for the Preliminary Plat application have been submitted.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I.1	The scale, north point and date.
			Findings	<i>This standard has been met. The preliminary plat contains a scale, north point, and date.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.2	The name of the proposed subdivision.
			Findings	<i>This standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.3	The name and address of the owner of record, the subdivider, and the engineer, surveyor, or other person preparing the plat.
			Findings	<i>This information has been provided on the application form and indicated on the Preliminary Plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.4	Legal description of the area platted.
			Findings	<i>This standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.5	The names and the intersecting boundary lines of adjoining subdivisions and parcels of property.
			Findings	<i>This standard has been met. Neighboring Otter Townhomes, Sunshine Subdivision Lots 8 and 9, North Pass Townhomes, and Warm Springs Subdivision No. 3 Lots 14 and 15 are indicated on the plat.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.J.6	A contour map of the subdivision with contour lines and a maximum interval of two feet (2') to show the configuration of the land based upon the United States geodetic survey data, or other data approved by the city engineer.
			Findings	<i>This standard is not applicable to the subdivision of an existing lot into two townhouse sublots.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.7	The scaled location of existing buildings, water bodies and courses and location of the adjoining or immediately adjacent dedicated streets, roadways and easements, public and private.
			Findings	<i>Short Swing Lane is indicated on the plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.8	Boundary description and the area of the tract.
			Findings	<i>This boundary description and the area of the tract is noted on the Preliminary Plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.9	Existing zoning of the tract.
			Findings	<i>The property is within the GR-L Zoning District. Plat note #4 references the zoning district.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.10	The proposed location of street rights of way, lots, and lot lines, easements, including all approximate dimensions, and including all proposed lot and block numbering and proposed street names.
			Findings	<i>This standard has been met. No new streets are proposed. The subplot lines and dimensions are indicated on the preliminary plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.11	The location, approximate size and proposed use of all land intended to be dedicated for public use or for common use of all future property owners within the proposed subdivision.
			Findings	<i>No land for common or public use is required or proposed.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.12	The location, size and type of sanitary and storm sewers, water mains, culverts and other surface or subsurface structures existing within or immediately adjacent to the proposed sanitary or storm sewers, water mains, and storage facilities, street

				<b>improvements, street lighting, curbs, and gutters and all proposed utilities.</b>
			<b>Findings</b>	<i>The plat indicates the locations of all utilities that serve the townhome development. No street infrastructure improvements are proposed with this project.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.030.J.13</b>	<b>The direction of drainage, flow and approximate grade of all streets.</b>
			<b>Findings</b>	<i>N/a as no new streets are proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.030.J.14</b>	<b>The location of all drainage canals and structures, the proposed method of disposing of runoff water, and the location and size of all drainage easements, whether they are located within or outside of the proposed plat.</b>
			<b>Findings</b>	<i>N/A. No drainage improvements are proposed with this subdivision.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.J.15</b>	<b>Vicinity map drawn to approximate scale showing the location of the proposed subdivision in reference to existing and/or proposed arterials and collector streets.</b>
			<b>Findings</b>	<i>This application subdivides a platted lot into two townhouse sublots. The original subdivision's plat serves as the vicinity map.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.030.J.16</b>	<b>The boundaries of the floodplain, floodway and avalanche overlay district shall also be clearly delineated and marked on the preliminary plat or a note provided if the entire project is in the floodplain, floodway or avalanche overlay district.</b>
			<b>Findings</b>	<i>N/A. The property is not currently mapped to be in the floodplain/floodway. The property is not within the avalanche overlay.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.030.J.17</b>	<b>Building envelopes shall be shown on each lot, all or part of which is within a floodway, floodplain, or avalanche zone; or any lot that is adjacent to the Big Wood River, Trail Creek, or Warm Springs Creek; or any lot, a portion of which has a slope of twenty five percent (25%) or greater; or upon any lot which will be created adjacent to the intersection of two (2) or more streets.</b>
			<b>Findings</b>	<i>N/A. The property is not located within the floodway, floodplain, or avalanche zone. The property doesn't lie adjacent to a river or creek. The lot doesn't contain slopes of 25% or greater. The subject property is not a corner lot.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.J.18</b>	<b>Lot area of each lot.</b>
			<b>Findings</b>	<i>The existing and proposed size of each subplot is indicated.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.J.19</b>	<b>Existing mature trees and established shrub masses.</b>
			<b>Findings</b>	<i>The preliminary plat indicates existing mature trees and shrub masses.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.J.20</b>	<b>To be provided to Administrator:</b>
				<b>Subdivision names shall not be the same or confused with the name of any other subdivision in Blaine County, Idaho and shall be approved by the Blaine County Assessor.</b>
			<b>Findings</b>	<i>The Adi's Townhomes No. 2 subdivision name is unique and is not the same as another townhouse subdivision in Blaine County.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.030.J.21</b>	<b>All percolation tests and/or exploratory pit excavations required by state health authorities.</b>
			<b>Findings</b>	<i>N/A. The duplex is connected to municipal services.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.J.22</b>	<b>A copy of the provisions of the articles of incorporation and bylaws of homeowners' association and/or condominium declarations to be filed with the final plat of the subdivision.</b>
			<b>Findings</b>	<i>The applicant has submitted a complete preliminary plat application including the CC&amp;Rs. The applicant shall submit a final copy of the Townhouse Declaration and Party Wall Agreement document to the Planning &amp; Building Department and file such document prior to recordation of the final plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.J.23</b>	<b>A current title report shall be provided at the time that the preliminary plat is filed with the administrator, together with a copy of the owner's recorded deed to such</b>

				property.
			Findings	<i>This standard has been met. The applicant has submitted a Lot Book Guarantee and the Last Deed of Record.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.24	A digital copy of the preliminary plat shall be filed with the administrator.
			Findings	<i>This standard has been met. The digital copy of the preliminary plat is attached as Exhibit A.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input 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.
			Findings	<i>The mature trees indicated on the preliminary plat shall be preserved.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.B	Improvement Plans: Prior to approval of final plat by the commission, the subdivider shall file two (2) copies with the city engineer, and the city engineer shall approve construction plans for all improvements required in the proposed subdivision. Such plans shall be prepared by a civil engineer licensed in the state.
			Findings	<i>N/A as no new improvements are proposed with this townhouse subdivision.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.C	Prior to final plat approval, the subdivider shall have previously constructed all required improvements and secured a certificate of completion from the city engineer. However, in cases where the required improvements cannot be constructed due to weather conditions or other factors beyond the control of the subdivider, the city council may accept, in lieu of any or all of the required improvements, a performance bond filed with the city clerk to ensure actual construction of the required improvements as submitted and approved. Such performance bond shall be issued in an amount not less than one hundred fifty percent (150%) of the estimated costs of improvements as determined by the city engineer. In the event the improvements are not constructed within the time allowed by the city council (which shall be one year or less, depending upon the individual circumstances), the council may order the improvements installed at the expense of the subdivider and the surety. In the event the cost of installing the required improvements exceeds the amount of the bond, the subdivider shall be liable to the city for additional costs. The amount that the cost of installing the required improvements exceeds the amount of the performance bond shall automatically become a lien upon any and all property within the subdivision owned by the owner and/or subdivider.
			Findings	<i>N/A as no improvements are proposed with this townhouse subdivision.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.D	As Built Drawing: Prior to acceptance by the city council of any improvements installed by the subdivider, two (2) sets of as built plans and specifications, certified by the subdivider's engineer, shall be filed with the city engineer. Within ten (10) days after completion of improvements and submission of as built drawings, the city engineer shall certify the completion of the improvements and the acceptance of the improvements, and shall submit a copy of such certification to the 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.

			Findings	<i>N/A as the duplex building is existing and no improvements are proposed with this townhouse subdivision.</i>
<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"> <li>1. All angle points in the exterior boundary of the plat.</li> <li>2. All street intersections, points within and adjacent to the final plat.</li> <li>3. All street corner lines ending at boundary line of final plat.</li> <li>4. All angle points and points of curves on all streets.</li> <li>5. The point of beginning of the subdivision plat description.</li> </ol>
			Findings	<i>The applicant shall meet the required monumentation standards prior to recordation of the final plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.F	<p>Lot Requirements:</p> <ol style="list-style-type: none"> <li>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.</li> <li>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: 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.</li> <li>3. Corner lots outside of the original Ketchum Townsite 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.</li> <li>4. Side lot lines shall be within twenty degrees (20°) to a right angle or radial line to the street line.</li> <li>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.</li> <li>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..</li> </ol>



			<b>Findings</b>	<p><i>Standards 4, 5, and 6 have been met.</i></p> <p><i>Standards 2 and 3 are not applicable.</i></p> <p><i>Standard 1 has been met. The lot size, width, and depth comply with the dimensional standards for lots required in the GR-L Zone. The existing duplex complies with setbacks from front, rear, and side property lines required in the GR-L Zone.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.G	<p><b>G. Block Requirements:</b> The length, width and shape of blocks within a proposed subdivision shall conform to the following requirements:</p> <ol style="list-style-type: none"> <li>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.</li> <li>2. Blocks shall be laid out in such a manner as to comply with the lot requirements.</li> <li>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.</li> <li>4. Except in the original Ketchum Townsite, corner lots shall contain a building envelope outside of a seventy five foot (75') radius from the intersection of the streets.</li> </ol>
			<b>Findings</b>	<i>N/A. No new blocks are proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.1	<p><b>H. Street Improvement Requirements:</b></p> <ol style="list-style-type: none"> <li>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;</li> </ol>
			<b>Findings</b>	<i>N/A, the subject properties are within an existing subdivision. No new streets are proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.2	<ol style="list-style-type: none"> <li>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;</li> </ol>
			<b>Findings</b>	<i>This proposal does not create a new street. These standards are not applicable.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.3	<ol style="list-style-type: none"> <li>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;</li> </ol>
			<b>Findings</b>	<i>N/A. No street frontage improvements like planting strips are required.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.4	<ol style="list-style-type: none"> <li>4. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods;</li> </ol>
			<b>Findings</b>	<i>N/A. This proposal does not create a new street. These standards are not applicable.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.5	<ol style="list-style-type: none"> <li>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;</li> </ol>
			<b>Findings</b>	<i>N/A. This proposal does not create a new street. These standards are not applicable.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.6	<ol style="list-style-type: none"> <li>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.</li> </ol>

				When a partial street exists adjoining the proposed subdivision, the remainder of the right of way shall be dedicated;
			Findings	<i>N/A. This proposal does not create a new street. These standards are not applicable.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.7	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;
			Findings	<i>N/A. This proposal does not create a new street. These standards are not applicable.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.8	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;
			Findings	<i>N/A. The townhouse sublots are within an existing subdivision. No new streets are proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.9	9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°);
			Findings	<i>N/A. The townhouse sublots are within an existing subdivision. No new streets are proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.10	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;
			Findings	<i>N/A. The townhouse sublots are within an existing subdivision. No new streets are proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.11	11. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited;
			Findings	<i>N/A. The townhouse sublots are within an existing subdivision. No new streets are proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.12	12. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets;
			Findings	<i>N/A. The townhouse sublots are within an existing subdivision. No new streets are proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.13	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 County Assessor's office before submitting same to council for preliminary plat approval;
			Findings	<i>N/A. The townhouse sublots are within an existing subdivision. No new streets are proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.14	14. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills;
			Findings	<i>N/A. The townhouse sublots are within an existing subdivision. No new streets are proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.15	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;

			Findings	<i>N/A. The townhouse sublots are within an existing subdivision. No new streets are proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.16	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;
			Findings	<i>N/A. The townhouse sublots are within an existing subdivision. No new streets are proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.17	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;
			Findings	<i>N/A. The townhouse sublots are within an existing subdivision. No new streets are proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.18	18. Street lighting shall be required consistent with adopted city standards and where designated shall be installed by the subdivider as a requirement improvement;
			Findings	<i>N/A. The townhouse sublots are within an existing subdivision. No new streets are proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.19	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 and chapter 12.04 of this code;
			Findings	<i>N/A. The townhouse sublots are within an existing subdivision. No new streets are proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.20	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;
			Findings	<i>N/A. The townhouse sublots are within an existing subdivision. No new streets are proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.21	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;
			Findings	<i>N/A. This proposal does not require construction of a new bridge or impact any existing bridges.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.22	22. Sidewalks, curbs and gutters shall be required consistent with adopted city standards and where designated shall be a required improvement installed by the subdivider;
			Findings	<i>N/A. The subject properties abut an existing developed street within a residential area. No sidewalks are required for the project.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.23	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; and
			Findings	<i>N/A. No private road or gates are proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.24	24. No new public or private streets or flag lots associated with a proposed subdivision (land, planned unit development, townhouse, condominium) are permitted to be developed on parcels within the Avalanche Zone
			Findings	<i>N/A. The townhouse sublots are not located within the Avalanche Zone and no new public or private streets or flag lots are proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.I	I. Alley Improvement Requirements: Alleys shall be provided in, 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 permitted only within the original Ketchum Townsite and only after due consideration of the interests of the owners of property adjacent to the dead end alley including, but not limited to, the provision of fire protection, snow removal and trash collection services to such properties. 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.
			Findings	<i>N/A. The townhouse sublots are located in the GR-L Zone and do not abut an alley.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.J.1	J. 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.  1. A public utility easement at least ten feet (10') in width shall be required within the street right-of-way boundaries of all private streets. A public utility easement at least five feet (5') in width shall be required within property boundaries adjacent to Warm Springs Road and within any other property boundary as determined by the City Engineer to be necessary for the provision of adequate public utilities.
			Findings	<i>N/A these easements are not required as the project create or new street and the property is not adjacent to Warm Springs Road.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.J.2	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.
			Findings	<i>N/A. The townhouse sublots do not border a waterway.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.J.3	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.
			Findings	<i>N/A. The townhouse sublots do not border a waterway.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.J.4	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.
			Findings	<i>N/A. The townhouse sublots do not border a waterway.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.J.5	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.
			Findings	<i>N/A. No changes to ditches, pipes, or other irrigation structures are proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.J.6	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.

			Findings	<i>N/A. The townhouse sublots are within the existing, platted Warm Springs Subdivision No. 3.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.K	K. Sanitary Sewage Disposal Improvements: Central sanitary sewer systems shall be installed in all subdivisions and connected to the Ketchum sewage treatment system as a required improvement by the subdivider. Construction plans and specifications for central sanitary sewer extension shall be prepared by the subdivider and approved by the City Engineer, Council and Idaho Health Department prior to final plat approval. In the event that the sanitary sewage system of a subdivision cannot connect to the existing public sewage system, alternative provisions for sewage disposal in accordance with the requirements of the Idaho Department of Health and the Council may be constructed on a temporary basis until such time as connection to the public sewage system is possible. In considering such alternative provisions, the Council may require an increase in the minimum lot size and may impose any other reasonable requirements which it deems necessary to protect public health, safety and welfare.
			Findings	<i>N/A. The townhouse sublots are within an existing subdivision which contains all necessary infrastructure.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.L	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.
			Findings	<i>N/A. The townhouse sublots are within an existing subdivision which contains all necessary infrastructure.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.M	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.
			Findings	<i>N/A. The townhouse sublots are within an existing subdivision which contains all necessary infrastructure. The subdivision has adequate plantings where necessary.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.N.1	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.
			Findings	<i>N/A no cuts, fills, or grading improvements are proposed.</i>

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.N.2	<p>2. Preliminary grading plan prepared by a civil engineer shall be submitted as part of all preliminary plat applications. Such plan shall contain the following information:</p> <ul style="list-style-type: none"> <li>a. Proposed contours at a maximum of five foot (5') contour intervals.</li> <li>b. Cut and fill banks in pad elevations.</li> <li>c. Drainage patterns.</li> <li>d. Areas where trees and/or natural vegetation will be preserved.</li> <li>e. Location of all street and utility improvements including driveways to building envelopes.</li> <li>f. Any other information which may reasonably be required by the Administrator, commission or Council to adequately review the affect of the proposed improvements.</li> </ul>
			Findings	<i>N/A no changes to the project site are proposed with the project.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.N.3	<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>
			Findings	<i>N/A no changes to the project site are proposed with the project.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.N.4	<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>
			Findings	<i>N/A. The duplex is an existing development.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.N.5	<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>
			Findings	<i>N/A as no new development is proposed with the project.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.N.6	<p>6. Where cuts, fills, or other excavations are necessary, the following development standards shall apply:</p> <ul style="list-style-type: none"> <li>a. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability.</li> <li>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).</li> <li>c. Cut slopes shall be no steeper than two horizontal to one vertical (2:1). Subsurface drainage shall be provided as necessary for stability.</li> <li>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.</li> <li>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.</li> </ul>
			Findings	<i>N/A no significant cuts, fills, or excavation are proposed as the development is existing.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.0	<p>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</p>

				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.
			Findings	<i>No natural drainage courses are proposed to be disturbed.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.P	P. Utilities: In addition to the terms mentioned in this section, all utilities including, but not limited to, electricity, natural gas, telephone and cable services shall be installed underground as a required improvement by the subdivider. Adequate provision for expansion of such services within the subdivision or to adjacent lands including installation of conduit pipe across and underneath streets shall be installed by the subdivider prior to construction of street improvements.
			Findings	<i>All utilities, including electricity, natural gas, telephone, and cable services, shall be installed underground.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.Q	Q. Off Site Improvements: Where the off site 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.
			Findings	<i>N/A. The townhouse subdivision does not trigger off-site improvements.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.R	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.
			Findings	<i>N/A. The townhouse sublots are not located in the Avalanche or Mountain overlay zoning districts.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.S	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.
			Findings	<i>The existing mature trees indicated on the preliminary plat shall be preserved.</i>

### STAFF RECOMMENDATION

After holding a public hearing and considering public comment, staff recommends the Planning & Zoning Commission recommend approval of the Townhouse Subdivision Preliminary Plat application to City Council subject to Conditions of Approval #1-9 and authorize the Chair to the sign the Findings of Fact and Conclusions of Law attached to the Staff Report as Exhibit B.

### RECOMMENDED MOTION

"I move to recommend approval of the Adi's Townhomes No. 2 Preliminary Plat to the City Council subject to Conditions of Approval #1-10 and authorize the Commission Chair to sign the Findings of Fact, Conclusions of Law, and Decision."

### RECOMMENDED CONDITIONS OF APPROVAL

1. The project shall meet all requirements of the Fire, Utility, Building, Streets/City Engineer, and Planning requirements as specified in Table 1.

Adi's Townhomes No. 2 Subdivision Preliminary Plat Staff Report  
 Planning and Zoning Commission Meeting of March 9, 2021

2. The project shall comply with all conditions and comments as specified in Table 2.
3. The recorded plat shall show a minimum of two Blaine County Survey Control Monuments with ties to the property and an inverse between the two monuments. The Survey Control Monuments shall be clearly identified on the face of the map.
4. An electronic CAD file shall be submitted to the City of Ketchum prior to final plat signature by the City Clerk. The electronic CAD file shall be submitted to the Blaine County Recorder's office concurrent with the recording of the Plat containing the following minimum data:
  - a. Line work delineating all parcels and roadways on a CAD layer/level designated as "parcel";
  - b. Line work delineating all roadway centerlines on a CAD layer/level designated as "road"; and,
  - c. Line work that reflects the ties and inverses for the Survey Control Monuments shown on the face of the Plat shall be shown on a CAD layer/level designated as "control"; and,
  - d. All information within the electronic file shall be oriented and scaled to Grid per the Idaho State Plane Coordinate System, Central Zone, NAD1983 (1992), U.S. Survey Feet, using the Blaine County Survey Control Network. Electronic CAD files shall be submitted in a ".dwg", ".dgn" or ".shp" format and shall be submitted digitally to the City on a compact disc. When the endpoints of the lines submitted are indicated as coincidental with another line, the CAD line endpoints shall be separated by no greater than 0.0001 drawing units.
5. The applicant shall provide a copy of the recorded final plat to the Department of Planning and Building for the official file on the application.
6. The Townhouse Declaration shall be simultaneously recorded with the Final Plat. The developer shall submit a final copy of the document to the Planning & Building Department and file such document prior to recordation of the final plat. The City will not now, nor in the future, determine the validity of the Townhouse Declaration.
7. Failure to record a Final Plat within two (2) years of Council's approval of a Preliminary Plat shall cause the Preliminary Plat to be null and void.
8. Prior to the City Clerk's signature of final plat, smoke and carbon monoxide detectors shall be installed to meet current building code.
9. The following plat note shall be added to the Preliminary Plat prior to forwarding the application to City Council for review:

*The two townhome units within the duplex are served by only one line and connection to the municipal water system and one line and connection the city sewer system.*
10. The following plat note shall be added to the Preliminary Plat prior to forwarding the application to City Council for review:

*Although this unit was originally approved/constructed as a duplex in 1991, this duplex was converted to a non-conforming "Townhouse" pursuant to Ketchum Municipal Code § 16.04.070 TOWNHOUSES, insofar as the "Townhouse" is not in compliance with section R302.2 of the current International Residential Code, in effect at the date of this plat, and the City's local amendments to the building code specified in Ketchum Municipal Code §15.04.020, which requires a 2-hour fire-resistant wall assembly separation.*

## EXHIBITS

- A. Townhouse Subdivision Preliminary Plat Application
- B. Draft Findings of Fact, Conclusions of Law, and Decision



Exhibit A:  
Townhouse Subdivision  
Preliminary Plat  
Application



City of Ketchum  
Planning & Building

**CERTIFIED COMPLETE**  
12-18-20

Prelim Plat

OFFICIAL USE ONLY	
Application Number:	220-121
Date Received:	12-14-20
By:	mf
Fee Paid:	26000
Approved Date:	
By:	

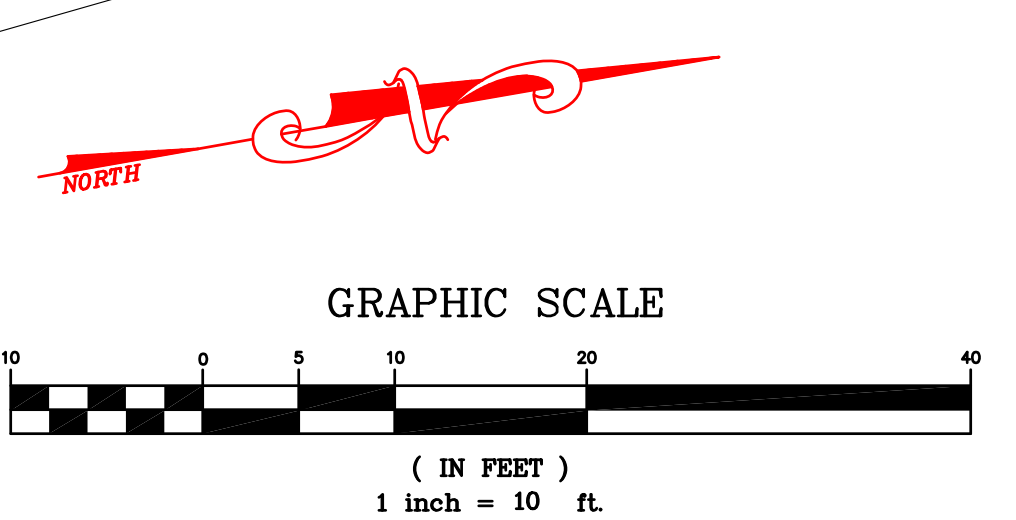
**Subdivision Application**

Submit completed application and payment to the Planning and Building Department, PO Box 2315, Ketchum, ID 83340 or hand deliver to Ketchum City Hall, 480 East Ave. N., Ketchum. 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](http://www.ketchumidaho.org) and click on Municipal Code.

APPLICANT INFORMATION			
Name of Proposed Subdivision: ADI'S TOWNHOMES No. 2			
Owner of Record: ADI S. ERBER			
Address of Owner: BOX 879, SUN VALLEY, ID 83353			
Representative of Owner: BRUCE SMITH, PLS, ALPINE ENTERPRISES INC			
Legal Description: WARM SPAS SUB. No. 3, BLK 1, LOT 7			
Street Address: 124 SHORT SWING LN.			
SUBDIVISION INFORMATION			
Number of Lots/Parcels: 2 TOWNHOUSE SUBLOTS			
Total Land Area: 18285 SQ.FT. = ± 0.19 ACRES			
Current Zoning District: GR-L			
Proposed Zoning District: NO CHANGE			
Overlay District: NONE			
Condominium <input type="checkbox"/>	Land <input type="checkbox"/>	PUD <input type="checkbox"/>	Townhouse <input checked="" type="checkbox"/>
Adjacent land in same ownership in acres or square feet: NONE			
Easements to be dedicated on the final plat: MUTUAL RECIPROCAL UTILITY EASEMENTS			
Briefly describe the improvements to be installed prior to final plat approval: WHATSOEVER THE BUILDING DEPT. / INSPECTOR REQUESTS			
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.			

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 tortious 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.

Applicant Signature: BRUCE SMITH, PLS; ALPINE ENTERPRISES INC. REPRESENTATIVE Date: 20 OCT 20



**LEGEND**

- Existing Property Boundary
- Proposed Sublot Lines
- Adjacent's Lot Line
- Centerline Road
- Building/Structure Line
- Deck Line
- EOA = Edge of Asphalt
- FNC = Existing Fence
- Sewer Main
- Sewer Service
- Water Main
- Water Service
- Buried Power Service
- Buried Gas Main
- Buried Gas Service
- Buried CATV Service
- Buried CATV Service
- 0.5' Contours per Alpine
- 1' Contours per Alpine
- Blaine County GIS Control and Ties
- ENTRL = Survey Control
- Found 1/2" Rebar as Shown
- Set 1/2" Rebar by PLS 7048
- PMTR = Power Meter
- GAS MTR = Gas Meter
- SMH = Sewer Manhole
- SOO = Sewer Cleanout
- DT = Deciduous Tree
- CT = Coniferous Tree
- Water Valve
- DWELL = Dry Well
- LIGHT = Existing Light Fixture
- HSE House
- COR Corner
- THRESH Threshold
- CTR Center
- DW Driveway

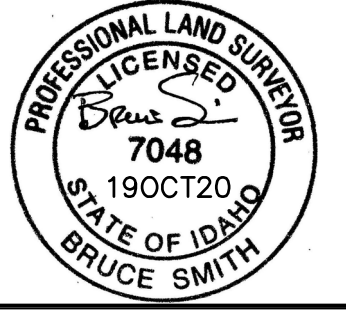
( ) Record Bearing and Distance per Inst. No. 203735

**NOTES**

- 1) Basis of Bearings is Idaho State Plane Coordinate System, NAD83, Central Zone, at Grid in US Survey Feet. Combined Scale Factor is 0.999682; Vertical Datum is NAVD1988.
  - 2) Boundary Information is from the Plat of North Pass Condominiums No. 8, Inst. No. 203735; Warm Springs Subdivision No. 3, Inst. No. 169338; Sunshine Subdivision, Inst. No. 175493; Blaine County Records.
  - 3) Utility Locations shown are based on a Digline locate and City, Maps, Utility locations should be verified by Digline Before Any Excavation in Particular Areas.
  - 4) Current Zoning appears to be General Residential Low Density, GR-L.
  - 5) Not all trees and vegetation are shown, some locations are approximate.
  - 6) Applicant/Owner is Adl Erber, P.O. Box 879, Sun Valley, ID 83353; Surveyor/Representative is Bruce Smith, PLS, Alpine Enterprises Inc., P.O. Box 2037, Ketchum, ID 83340.
- SURVEYOR NARRATIVE:**  
The Purpose of this Survey is to create Townhome Sublots out of the existing duplex on Block 1, Lot 7, Warm Springs Subdivision No. 3.

PROJECT PATH AND PRINT DATE U:\LandProjects2004\1757\_NorthPassCondos\dwg\1757\_WSSubd3\_Blk1Lot7\_PrePlat2020.dwg 10/19/2020 9:23:36 AM MDT

REVISIONS	NO	DATE	BY



**Alpine Enterprises Inc.**  
 Surveying, Mapping, and Natural Hazards Consulting  
 660 Bell Dr., Unit 1  
 P.O. Box 2037, Ketchum, ID 83340 USA  
 (208) 727-1988 727-1987 fax  
 email: bsmith@alpineenterprisesinc.com

A PRELIMINARY PLAT SHOWING ADI'S TOWNHOMES No. 2  
 WHEREIN LOT 7, BLOCK 1, WARM SPRINGS SUBDIVISION NO. 3 IS CONVERTED TO TOWNHOMES  
 WITHIN S12, T.4N., R.17E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO  
 PREPARED FOR ADI ERBER



## A Vicinity Map Showing The Proposed Adi's Townhomes No. 2

ALPINE ENTERPRISES INC.

PO Box 2037  
660 Bell Drive, Unit 1  
Ketchum, Idaho  
208-727-1988

1 in = 100 ft

NOVEMBER 2020

**TOWNHOME DECLARATION**

**FOR**

**ADI'S TOWNHOMES NO. 2**

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**TOWNHOME DECLARATION  
FOR  
ADI'S TOWNHOMES**

This Declaration is made as of the date hereinafter set forth by the signature of the undersigned Declarant.

**RECITALS**

A. Declarant is the owner of certain property located on Short Swing Lane in the City of Ketchum, County of Blaine, State of Idaho, which is more particularly described as Lot 7, Block 1, WARM SPRINGS SUBDIVISION NO. 3, according to the official plat thereof recorded as Instrument No. 169338, records of Blaine County, Idaho (the "Property").

B. A duplex existed on the Property joined by a common party wall which the Declarant has converted into two townhome residential dwellings so that each townhome is located on a separate parcel of land to be known as Sublot 1 and Sublot 2.

C. Declarant hereby declares that all of the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding on all parties having any rights, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I: INTERPRETATION**

1.1 Declarant is Original Owner. Declarant is the owner of the Property and all improvements located thereon and will continue to be deemed the owner thereof except as conveyances or documents changing such ownership regarding specifically described lots within the Property are filed of record.

1.2 Captions and Schedules. Captions given to the various Articles and Sections herein are for convenience only and are not intended to modify or affect the meaning of any of the substantive provisions hereof. Any schedules or exhibits referred to herein and attached hereto shall be deemed incorporated herein by reference as though fully set forth where such reference is made.

1.3 Definitions.

1.3.1 "Declarant" shall mean Adi S. Erber, a single man, or his successors and assigns.

1.3.2 "Declaration" shall mean this Townhome Declaration for Adi's

Townhomes No. 2 and any amendments thereof.

1.3.3 "Sub Lot" shall mean and refer to either one of the separate legally described parcels constituting a portion of the Property and described as Sublot 1 and Sublot 2, and depicted on the plat of Adi's Townhomes No. 2 recorded in the records of Blaine County, Idaho.

1.3.4 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Sub Lot and Townhome including contract purchasers, but excluding those having such interests merely as security for the performance of an obligation.

1.3.5 "Party Wall" shall mean the wall, which is built as part of the original construction of a Townhome and placed on or adjacent to the dividing line between the Sub Lots.

1.3.6. "Persons" shall include natural persons, partnerships, corporations, associations and personal representatives.

1.3.7 "Property" shall mean and refer to both of the Sub Lots and other real property described in paragraph A above.

1.3.8 "Townhome" shall mean the single-family residential unit located on a Sub Lot and separated from the adjoining Sub Lot and Townhome single-family residential unit by a Party Wall.

1.4 Owner Consent or Approval. Whenever any of the provisions of this Declaration required the consent or approval of or a decision by the Owners, then, unless otherwise expressly provided herein, the consent, approval or affirmative decision of both of the Owners shall be deemed required.

## **ARTICLE II: PROPERTY RIGHTS AND GENERAL RESTRICTIONS**

2.1 Sub Lots. Subject to the provisions of this Declaration, each Owner shall have the right own, use and enjoy the Sub Lot owned by said Owner.

### 2.1 Easements.

2.1.1 Right to Use. Subject to the provisions of this Declaration each Owner shall have the right to use, enjoy and receive the benefit of any easements created hereunder.

2.1.2 Utility Easement. There is hereby created a mutual easement upon, across, over, through and under the Property for ingress, egress, installation, replacement, repair and maintenance of all utilities and service lines and systems including, but not limited to, water, sewers, gas, telephones, electricity, television, cable, internet or



communication lines and systems for those utilities initially installed or to be installed by the Declarant or the Owners pursuant to the terms hereof.

2.1.3 Easement for Owner Duties. There is hereby reserved to Declarant and each Owner, or their duly authorized agents and representatives, such easements as are necessary to perform the duties and obligations of the Declarant and Owners as set forth herein.

2.1.4 Easement for Encroachments. Each Sub Lot is hereby declared to have an easement over the adjoining Sub Lot for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlement or shifting of my building located on either Sub Lot, or any other similar cause, and any encroachment due to building overhang or projection. There shall be valid easements for the maintenance of said encroachment so long as they shall exist, and the rights and obligations of the Owner shall not be altered in any way by said encroachment, settling or shifting; provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to the willful act or acts with full knowledge of said Owner or Owners. In the event any building or improvement on a Sub Lot is partially or totally destroyed, and then repaired or rebuilt, the Owners agree that minor encroachments over the adjoining Sub Lot shall be permitted, and that there shall be valid easements for the maintenance of said encroachments so long as they shall exist. The foregoing encroachment shall not be construed to be encumbrances affecting the marketability of title to either Sub Lot.

2.1.5 Easement Over Sub Lots. There is hereby reserved to each Owner an easement over each Sub Lot to the extent reasonably necessary to permit said Owner to repair, maintain and improve the improvements on said Owner's Sub Lot; and to permit said Owner to move personal property in and out of the improvements on said Owner's Sub Lot. Provided, each owner shall utilize only such portion of the other Sub Lot, and only for such duration as is reasonably necessary to accomplish a permitted purpose and in a manner that will not unnecessarily disturb the peaceful enjoyment of such other Sub Lot by the Owner thereof; and at said Owner's sole expense, repair any damage caused to such other Sub Lot and improvements to as near the original condition as reasonably practicable.

## 2.2 Party Walls.

2.2.1 General Rules of Law to Apply. To the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply to the Party Walls.

2.2.2 Cost of Repair. The cost of reasonable repair and maintenance of a Party Wall shall be shared equally by the Owners who make use of that wall.

2.2.3 Destruction by Fire or Other Casualty. If a Party Wall is destroyed or

damaged by fire or other casualty, any Owner who has the use of the wall may restore it, and the other Owner who makes use of the wall shall contribute one-half of the cost of restoration thereof without prejudice, however, to the right of any such Owner to call for a larger contribution from the other Owner under any rule of law regarding liability for negligent or willful acts or omissions.

2.2.4 Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful acts causes the Party Wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

2.2.5 Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Section 2.2 shall be appurtenant to the land and shall pass to such Owner's successors in title.

2.2.6 Liens. The Owner incurring the costs and who have a right to contribution pursuant to this Section 2.2 shall have a lien upon the Townhome and Sub Lot of the non-contributing Owner and may prepare a written notice of lien setting forth the amount of such costs, and identifying the Townhome and Sub Lot upon which the costs in question were incurred and the name(s) of the Owner thereof. The lien for such costs shall attach upon recordation of the notice of lien. Such lien shall be prior to any declaration of homestead recorded after the recording of this Declaration. The lien shall continue until fully paid or otherwise satisfied. When the lien has been fully paid or satisfied, a further notice releasing the lien shall be recorded. The lien may be foreclosed in the same manner as provided in the laws of the State of Idaho for the foreclosure of lien on real property, or as otherwise provided by law. In any such foreclosure, the Owner(s) of the Sub Lot and Townhome being foreclosed upon shall be required to pay the costs, expenses and reasonable attorney's fees in connection with the preparation and recordation of the notice of lien and in connection with the foreclosure. The costs expended for which the lien is filed shall also be the personal and individual debt of the defaulting Owner(s) and suit to recover a money judgment (together with all costs, expenses and reasonable attorney's fees) therefor may be maintained without foreclosing or waiving the lien.

### **ARTICLE III: ALTERATIONS, NUISANCES, ETC.**

3.1 Alterations. No improvements, alterations, repairs, change of paint colors, excavations, changes in grade or other work which in any way alters the exterior of any Sub Lot or the improvements located thereon from its natural or improved state as of completion of the construction of the original improvements shall be made or done without the prior written approval of the Owner of the adjoining Townhome and Sub Lot. No building, fence, wall, residence, or other structure shall be constructed or erected, altered, made or done without the prior written approval of the Owner of the adjoining Townhome and Sub Lot. In the event any Owner fails to approve, modify or disapprove in writing an application submitted within thirty (30) days after plans and specifications

in writing have been submitted to such Owner, approval will be deemed denied.

3.2 Nuisances. No nuisance shall be permitted to exist or operate upon any Sub Lot or improvement thereon so as to be detrimental to the other Sub Lot on the Property or to its occupants.

3.3 Maintenance of Property. Each Owner shall keep any Sub Lots owned by him, and all improvements therein or thereon in good order and repair and Free of debris, including, but not limited to, the seeding, watering, and mowing of all lawns, the pruning and cutting of all trees and shrubbery, and the painting (or other appropriate external care of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. Unless otherwise agreed to by the Owner of adjoining Sub Lot and Townhome, each Owner shall repaint the improvements located on their Sub Lot at least every five (5) years.

3.4 Zoning Regulations. Zoning regulations, building regulations, environmental regulations and other similar governmental regulations applicable to the Property shall be observed. In the event of any conflict between any provision of such governmental regulations and the restrictions of this Declaration, the more restrictive provisions shall apply.

#### **ARTICLE IV: INSURANCE**

4.1 Insurance by Owner. The Owner(s) of each Sub Lot shall obtain fire insurance, with extended coverage (including vandalism, malicious mischief, debris removal, cost of demolition, windstorm and water damage) endorsement in an amount as near as practicable to the full insurable replacement value (without deduction for depreciation), together with comprehensive liability insurance. All such policies shall name the Owner(s) of the adjoining Sub Lot and Townhome as co-insured and shall not be cancelled without thirty (30) days notice to the other Owner(s) and replacement with a policy with the coverage set forth herein.

4.2 Reconstruction. In the event of damage or destruction by fire or other casualty to any Sub Lot or improvement thereof, the Owner(s) thereof shall, upon receipt of the insurance proceeds, repair or rebuild such damage or destroyed portions of the Sub Lot and/or Townhome improvements in a good workmanlike manner substantially the same as the original plans and specifications of said property and as provided in 3.1 herein.

#### **ARTICLE V: GENERAL PROVISIONS**

5.1 Duration. The covenants and restrictions of this Declaration shall run with the land and bind the land for a term commencing on the date hereof and ending on December 31, 2060, unless amended as herein provided. After December 31, 2060, this Declaration shall be automatically extended for successive periods of ten (10) years each,

unless amended or extinguished by a written instrument executed by all of the Owners, and such written instrument is recorded with the Blaine County Recorder.

5.2 Amendment. Subject to the other provisions of this Declaration, this Declaration may be amended by the Declarant prior to the sale of the first Lot or Townhome. Thereafter, any amendments shall require the affirmative vote or written consent of all of the Owners. Any amendment that requires the vote or consent of the Owners shall be effective when an instrument containing the notarized signatures of such Owners is recorded with the Blaine County Recorder.

5.3 Enforcement. Each Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens or charges now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The prevailing party in any such proceeding shall be entitled to recover costs of suit, including reasonable attorney fees.

5.4 Severability. The invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

5.5 Notices for All Purposes. Any notice permitted or required to be delivered under the provisions of this Declaration may be delivered either personally or by mail. If delivery is made by mail, any such notice shall be deemed to have been delivered twenty-four (24) hours after a copy has been deposited in the United States mail, postage prepaid, for first-class mail, addressed to the person entitled to such notice at the most recent address given by such person in writing, for the purpose of service of such notice. All notices to Declarant shall be delivered to Declarant at the following address:

Adi S. Erber  
P.O. Box 879  
Sun Valley, ID 83353

Such mailing address may be changed from time to time by a notice in writing to the Owners at their address of record with the offices of the Blaine County Recorder.

DATED THIS \_\_\_\_ day of November, 2020.

\_\_\_\_\_  
Adi S. Erber

STATE OF IDAHO )  
 ) ss.  
County of Blaine )

On this \_\_\_\_\_ day of November, 2020November, 2020, before me a Notary Public in and for said State, personally appeared Adi S. Erber, known to me to be the person who executed the within and foregoing document and acknowledged to me that he executed the same.

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

\_\_\_\_\_  
Notary Public for Idaho  
Residing at: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

# WARRANTY DEED

For Value Received

ANDREAS SCHERNTHANER and ALICE E. SCHERNTHANER, husband and wife,

the grantors, do hereby grant, bargain, sell and convey unto

JACK C. CORROCK and LILA S. CORROCK, husband and wife, whose address is Ketchum, Idaho,

the grantee, the following described premises, in Blaine County Idaho, to-wit:

A parcel of land within the Sections 11 and 12, Township 4 North of Range 17 East of the Boise Meridian, Blaine County, State of Idaho:

Commencing at the East quarter corner of said Section 11; thence N. 88° 53' W. 390.20 feet; thence South 382.36 feet; thence S. 77° 45' E. 329.02 feet to the TRUE POINT OF BEGINNING; thence S. 77° 45' E. 343.00 feet; thence S. 9° 58' W. 127.00 feet; thence N. 17° 45' W. 343.00 feet; thence N. 9° 58' E. 127.00 feet to the TRUE POINT OF BEGINNING; said parcel contains 1.00 Acre, more or less. EXCEPTING & RESERVING to the Grantors their successors and assigns forever an easement for a road right of way described as follows: Commencing at the True Point of Beginning of the above described one Acre parcel; thence S. 77° 45' E. 30.00 feet, more or less, thence S. 9° 58' W. 127.00 feet; thence N. 77° 45' W. 30.00 feet, more or less, thence N. 9° 58' E. 127.00 feet to the True Point of Beginning. ALSO EXCEPTING & RESERVING to the Grantors their Successors and Assigns forever all water or water rights on or under said parcel and any ditch rights associated with or appurtenant to said parcel of land or any part thereof.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee S. their heirs and assigns forever. And the said Grantor s do hereby covenant to and with the said Grantee S that they are the owners in fee simple of said premises; that they are free from all incumbrances except General taxes for the year 1971.

and that they will warrant and defend the same from all lawful claims whatsoever.

Dated: October 1, 1971.

*Andreas Schernthanner*

ANDREAS SCHERNTHANER

*Alice E. Schernthanner*

ALICE E. SCHERNTHANER

STATE OF IDAHO, COUNTY OF BLAINE  
On this 1st day of SEPT., 1971.  
before me, a notary public in and for said State, personally appeared

ANDREAS SCHERNTHANER and ALICE E. SCHERNTHANER, husband and wife,

known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

*David S. Sullivan*  
Notary Public

Residing at *Spaly*, Idaho  
Comm. Expires *1/28/74*

STATE OF IDAHO, COUNTY OF Blaine  
I hereby certify that this instrument was filed for record at the request of *Lucien Corrock*

at *45* minutes past *3* o'clock P.M. this *20* day of *October*, 1971, in my office, and duly recorded in Book of Deeds at page

*George F. McCay*  
P.A. Office Recorder

By *Marilyn Jensen* Deputy.

Fees \$ *25.00*  
Mail to: *Jack Corrock*

INSTRUMENT No. 140520

6465

# WARRANTY DEED

For Value Received **ANDREAS SCHERNTHANNER and ALICE E. SCHERNTHANNER,**  
husband and wife

Hereinafter called the grantor, hereby grants, bargains, sells and conveys unto  
**JACK C. CORROCK and LILA S. CORROCK,** husband and wife

whose address is: P.O. Box 32, Ketchum, ID 83353

Hereinafter called the grantee, the following described premises, in Blaine County, Idaho,  
to-wit:

Lots 1, 2, 3, 4, 5, and 6, Block 1, and Lots 17 and 18, Block 2,  
WARM SPRINGS SUBDIVISION NO. 3, Blaine County, Idaho, according  
to the official plat there of file in the office of the County  
Recorder, Blaine County, Idaho.

EXCEPT that portion of Lot 6, Block 1, and Lots 17 and 18, Block  
2, previously conveyed to the Grantee herein.

EXCEPTING AND RESERVING to the Grantors their Successors and  
Assigns forever all water or water rights on or under said parcel  
and any ditch rights associated with or appurtenant to said  
parcel of land or any part thereof.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee  
and to the Grantee's heirs and assigns forever. And the said Grantor does hereby  
covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises;  
that they are free from all incumbrances except as described above and that Grantor will warrant  
and defend the same from all lawful claims whatsoever.

Dated: March 16, 1979

*Andreas Schernthanner*  
\_\_\_\_\_  
Andreas Schernthanner

*Alice E. Schernthanner*  
\_\_\_\_\_  
Alice E. Schernthanner

STATE OF Idaho, COUNTY OF Blaine  
On this 16th day of March, 1979,  
before me a notary public in and for said State, personally appeared  
**Andreas Schernthanner and  
Alice E. Schernthanner,** husband and wife

whose names are  
subscribed to the within instrument, and acknowledged to  
me that they have executed the same.

*Alvin M. Rooney*  
Notary Public  
Residing at *Hamlet*  
Cannal, Idaho *Blaine*



STATE OF IDAHO, COUNTY OF Blaine  
I hereby certify that this instrument was filed for record at  
the request of Sawtooth Title Co.  
at 14 minutes past 4:00 o'clock P. M.  
this 22 day of May,  
1979, in my office, and duly recorded in Book  
of Deeds at page

**SHARON JOE LILVA**

De-Office Recorder

*Sharon Joe Lilva*  
By \_\_\_\_\_ Deputy  
FILED IN THE OFFICE OF THE COUNTY CLERK  
BLAINE, IDAHO, MAY 22, 1979

NO. 193591

# WARRANTY DEED

For Value Received  
SAGEBRUSH PROPERTIES, a Partnership.

Hereinafter called the grantor, hereby grants, bargains, sells and conveys unto  
ADI ERBER

whose address is: P.O. Box 879, Sun Valley, ID 83353

Hereinafter called the grantee, the following described premises, in Blaine County, Idaho,  
to-wit:

Lot 7, Block 1, WARM SPRINGS SUBDIVISION NO. 3, Blaine County, Idaho, according to  
the official plat thereof on file in the office of the County Recorder of  
Blaine County, Idaho.

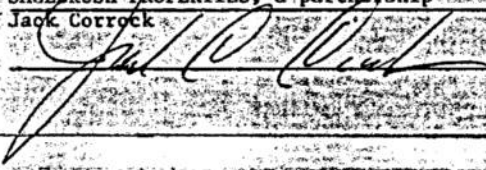
SUBJECT TO Easements, restriction and encumbrances of record.

BLAINE CO. REQUEST  
 OF: Sawtooth Title Co., Inc.  
 89 JUL 13 PM 4 12  
 MANY GREEN, CLERK  
 FEES \$ 3.00  
 307518

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee  
and to the Grantee's heirs and assigns forever. And the said Grantor does hereby  
covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises;  
that they are free from all incumbrances except as described above and that Grantor will warrant  
and defend the same from all lawful claims whatsoever.

Dated:

SAGEBRUSH PROPERTIES, a partnership  
Jack Corroek



STATE OF IDAHO }  
COUNTY OF BLAINE }  
On this 30th day of JUNE  
19 89, before me, a Notary Public in and for  
said State, personally appeared  
JACK CORROEK  
a General Partner, known to me to be one of  
the partners in the Partnership of  
SAGEBRUSH PROPERTIES, a partnership  
and the partner or one of the partners who  
subscribed said partnership name to the  
foregoing instrument and acknowledged to me  
that he executed the same as said partner-  
ship name.

Notary Public for  
Residing at Bailey

STATE OF IDAHO, COUNTY OF  
I hereby certify that this instrument was filed for record at  
the request of  
it \_\_\_\_\_ minutes past \_\_\_\_\_ o'clock m.  
his \_\_\_\_\_ day of \_\_\_\_\_  
19 \_\_\_\_\_ in my office, and duly recorded in Book  
if Deeds at page \_\_\_\_\_

Ex-Officio Recorder  
by \_\_\_\_\_ Deputy.  
Fees \$ \_\_\_\_\_  
Paid to: \_\_\_\_\_



Order No. 21212

①

**QUITCLAIM DEED**

415820

*Seed*

For Value Received

**Adi Erber**

do hereby convey, release, remise and forever quit claim unto

**Adi S. Erber**

whose address is: **P.O. Box 879, Sun Valley, ID 83353**

the following described premises situated in Blaine County, Idaho, to-wit:

BLAINE CO. REQUEST  
OF FIRST AMERICAN TITLE CO

'98 JUN 25 PM 1 45

MARY GREEN, CLERK

FEES \$ 32

**Exhibit "A"**

**Lot 7 in Block 1 of Warm Springs Subdivision No. 3, according to the official plat thereof, recorded as Instrument No. 169338, records of Blaine County, Idaho.**

together with their appurtenances.

Dated: June 24, 1998

*Adi Erber*  
\_\_\_\_\_  
**Adi Erber**

State of IDAHO

County of BLAINE

On June 24, 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared Adi Erber personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he executed the same.  
WITNESS my hand and official seal.

Signature: *Marjory A. Scherer*  
Residing: *Blaine*  
Commission Expires: *5/15/2004*



## CLTA LOT BOOK 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.

Countersigned by:

  
Authorized Countersignature

Blaine County Title, Inc.  
360 Sun Valley Road  
P.O. Box 3176  
Ketchum, ID 83340  
Agent ID: 120037

**stewart**  
title guaranty company





**Matt Morris**  
President and CEO



**Denise Carraux**  
Secretary

For purposes of this form the "Stewart Title" logo featured above is the represented logo for the underwriter, Stewart Title Guaranty Company.

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File No.: 2022458

Lot Book Guarantee (6-6-92)

Page 1 of 3 of Policy Serial No.: G-0000-683858288

## GUARANTEE CONDITIONS AND STIPULATIONS

1. **Definition of Terms** – The following terms when used in this 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 Claims 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 any 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.

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Lot Book Guarantee (6-6-92)

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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 the 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 option under Paragraph 5, and the Guarantee shall be surrendered to the Company for 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:

- (a) the amount of liability stated in Schedule A;
- (b) 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
- (c) 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 of 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 of 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, Texas 77252-2029.

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File No.: 2022458

Lot Book Guarantee (6-6-92)

Page 3 of 3 of Policy Serial No.: G-0000-683858288

**LOT BOOK GUARANTEE  
SCHEDULE A**

**File No.:** 2022458

**Guarantee No.:** G-0000-683858288

**Date of Guarantee:** June 25, 2020 at 5:00 P.M.

**Liability:** \$1,000.00

**Premium:** \$120.00

**A. Assured:**

Adi S. Erber

**B. Assurances, given without examination of the documents listed or referred to and only to the specifically named documents and no others:**

**1. Description of the land in Blaine County, Idaho:**

Lot 7, Block 1, WARM SPRINGS SUBDIVISION NO. 3, according to the official plat thereof, recorded as Instrument No. 169338, records of Blaine County, Idaho.

**2. The last recorded instrument in the public records purporting to transfer title to said land was:**

Quitclaim Deed, recorded as Document No. 415820, conveying said real property to:

Adi S. Erber

3. That there are no mortgages or deeds of trust describing the land that have not been released or reconveyed by an instrument recorded in the public records, other than those shown below under Exceptions.

4. That there are no contracts for sales, contracts for deed, including memorandums giving notice of such contracts, attachments, tax deed recorded within the last 9 years, which purport to affect the land other than shown below under Exceptions.

**C. Exceptions:**

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by Public Records.

2. Any facts, rights, interests, or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.

3. Easements, liens, or encumbrances, or claims thereof, which are not shown by the Public Records.

4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims, or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
7. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. Stewart makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interest that are not listed.

8. General taxes for the year 2020 and subsequent years, which are a lien due not yet payable.

Note: General taxes for the year 2019, a lien in the amount of \$5,483.98, which are paid in full. (Parcel No. RPK05650000070)

9. Water and sewer charges of the City of Ketchum.
10. Ketchum rubbish charges billed by Clear Creek Disposal.
11. Easement for a road right of way, including the terms and provisions thereof as reserved in Warranty Deed recorded October 20, 1971 as [Instrument No. 140820](#), records of Blaine County, Idaho.
12. Notes, Easements and Restrictions as shown on the official plat of said Warm Springs Subdivision No. 3, recorded November 5, 1976, as [Instrument No. 169338](#), records of Blaine County, Idaho.
13. Exceptions and Reservations as contained in that certain Warranty Deed executed by Andreas Schernthanner and Alice E. Schernthanner, recorded May 22, 1979, as [Instrument No. 193591](#), records of Blaine County, Idaho.
14. Notices of liens if any, in favor of the State Tax Commission, the Department of Labor and Department of Health and Welfare of the State of Idaho filed in the office of the Secretary of State pursuant to Chapter 19, Title 45, Idaho Code. (The Idaho State Tax Commission electronically files liens with the office of the Secretary of State and not with the Blaine County Recorder. Until final review at closing, title may be subject to such further matters as appear necessary and appropriate following such review.)

## STG Privacy Notice Stewart Title Companies

### WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
<b>For our everyday business purposes</b> — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
<b>For our marketing purposes</b> — to offer our products and services to you.	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness.	No	We don't share
<b>For our affiliates to market to you</b> — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to <a href="mailto:optout@stewart.com">optout@stewart.com</a> or fax to 1-800-335-9591.
<b>For non-affiliates to market to you.</b> Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

### SHARING PRACTICES

<b>How often do the Stewart Title Companies notify me about their practices?</b>	We must notify you about our sharing practices when you request a transaction.
<b>How do the Stewart Title Companies protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
<b>How do the Stewart Title Companies collect my personal information?</b>	We collect your personal information, for example, when you <ul style="list-style-type: none"> <li>▪ request insurance-related services</li> <li>▪ provide such information to us</li> </ul> We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
<b>What sharing can I limit?</b>	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

**Contact us:** *If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1360 Post Oak Blvd., Ste. 100, Privacy Officer, Houston, Texas 77056*

## Privacy Notice for California Residents

Pursuant to the California Consumer Privacy Act of 2018 ("CCPA"), Stewart Information Services Corporation and its subsidiary companies (collectively, "Stewart") are providing this **Privacy Notice for California Residents** ("CCPA Notice"). This CCPA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users and others who reside in the State of California or are considered California Residents ("consumers" or "you"). Terms used but not defined shall have the meaning ascribed to them in the CCPA.

### Information Stewart Collects

Stewart collects information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer, household, or device. Most of the information that Stewart collects in the course of its regular business is already protected pursuant to the Gramm-Leach-Bliley Act (GLBA). Additionally, much of this information comes from government records or other information already in the public domain. Personal information under the CCPA does not include:

- Publicly available information from government records.
- Deidentified or aggregated consumer information.
- Certain personal information protected by other sector-specific federal or California laws, including but not limited to the Fair Credit Reporting Act (FCRA), GLBA and California Financial Information Privacy Act (FIPA).

Specifically, Stewart has collected the following categories of personal information from consumers within the last twelve (12) months:

Category	Examples	Collected?
A. Identifiers.	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.	YES
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	YES
C. Protected classification characteristics under California or federal law.	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	YES
D. Commercial information.	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	YES
E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	YES
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	YES
G. Geolocation data.	Physical location or movements.	YES
H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	YES
I. Professional or employment-related information.	Current or past job history or performance evaluations.	YES
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	YES
K. Inferences drawn from other personal information.	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	YES



Stewart obtains the categories of personal information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees or their agents (For example, realtors, lenders, attorneys, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third-parties that interact with Stewart in connection with the services we provide.

#### Use of Personal Information

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

#### Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent in the course of your transaction (for example, a realtor or a lender). Stewart may disclose your personal information to a third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties:

- Service providers and vendors (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- Affiliated Companies
- Litigation parties and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations.
- Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information for a business purpose:

- Category A: Identifiers
- Category B: California Customer Records personal information categories
- Category C: Protected classification characteristics under California or federal law
- Category D: Commercial Information
- Category E: Biometric Information
- Category F: Internet or other similar network activity
- Category G: Geolocation data
- Category H: Sensory data
- Category I: Professional or employment-related information
- Category J: Non-public education information
- Category K: Inferences

#### Consumer Rights and Choices

The CCPA provides consumers (California residents) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

## Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

## Deletion Request Rights

You have the right to request that Stewart delete any of your personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 *seq.*).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

## Exercising Access, Data Portability, and Deletion Rights

To exercise the access, data portability, and deletion rights described above, please submit a verifiable consumer request to us either:

- Calling us Toll Free at 1-866-571-9270
- Emailing us at [Privacyrequest@stewart.com](mailto:Privacyrequest@stewart.com)
- Visiting <http://stewart.com/ccpa>

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

## Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

#### Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

#### Changes to Our Privacy Notice

Stewart reserves the right to amend this privacy notice at our discretion and at any time. When we make changes to this privacy notice, we will post the updated notice on Stewart's website and update the notice's effective date. **Your continued use of Stewart's website following the posting of changes constitutes your acceptance of such changes.**

#### Contact Information

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described here, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

**Phone:** Toll Free at 1-866-571-9270

**Website:** <http://stewart.com/ccpa>

**Email:** [Privacyrequest@stewart.com](mailto:Privacyrequest@stewart.com)

**Postal Address:** Stewart Information Services Corporation  
Attn: Mary Thomas, Deputy Chief Compliance Officer  
1360 Post Oak Blvd., Ste. 100, MC #14-1  
Houston, TX 77056

Exhibit B:

Draft

Findings of Fact, Conclusions of  
Law, and Decision



City of Ketchum  
Planning & Building

IN RE: )  
)  
Adi’s Townhomes No. 2 Subdivision ) KETCHUM PLANNING & ZONING COMMISSION  
Preliminary Plat ) FINDINGS OF FACT, CONCLUSIONS OF LAW, AND  
Date: March 9, 2021 ) DECISION  
)  
File Number: 20-121 )

PROJECT: Adi’s Townhomes No. 2 Subdivision Preliminary Plat

FILE NUMBER: P20-121

OWNER: Adi S Erber

REPRESENTATIVE: Bruce Smith, Alpine Enterprises

REQUEST: Townhouse Subdivision Preliminary Plat to convert an existing duplex into two townhome units

ASSOCIATED PERMITS: Building Permit 91-028, Design Review 91-04-01

LOCATION: 124 Short Swing Lane (Warm Springs Subdivision No. 3: Block 1: Lot 7)

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

OVERLAY: None

NOTICE: The public hearing notice was mailed to properties within a 300 ft radius of the subject property and all political subdivisions on February 17<sup>th</sup>, 2021. Notice was published in the February 17<sup>th</sup>, 2021 edition of the Idaho Mountain Express. Notice was posted on the project site and the City’s website on March 2<sup>nd</sup>, 2021.

**FINDINGS OF FACT**

The applicant is requesting Preliminary Plat approval for a Townhouse Subdivision to convert an existing duplex located at 124 Short Swing Lane within the City’s General Residential Low Density (GR-L) Zoning District into two townhomes. The subject property, Lot 7 of Warm Springs Subdivision No. 3) will be subdivided to create two townhouse sublots. No changes are proposed to the existing duplex building or the site.

Many older duplexes in Ketchum were built as apartments or condominiums. Adopted in 1979, the City’s first subdivision ordinance only provided for condominium subdivisions. It wasn’t until 1987 with the City’s adoption of Ordinance 460 that townhouses were introduced into Ketchum Municipal Code.

The duplex units were built to the building code in effect at that time, generally with a common one-hour fire-resistance rated wall between the units. The City has allowed conversion of these units from apartments or condominiums to townhomes. With the townhouse form of ownership, each property owner owns the structure and, at a minimum, the ground beneath it and sometimes more land (commonly known as a subplot). Townhomes provide more flexibility for future improvements as property owners own both the structure and the land.

The conversion of condominiums to townhomes would make Federal Housing Administration loans available to potential buyers. These loans are normally unavailable for condominiums. The availability of these loans may help make these dwelling units more affordable for potential buyers. However, the conversion of apartments to for-sale units may also decrease the supply of affordable rental housing units.

The existing duplex was built in 1991 (Building Permit 91-028). While the building was constructed as a duplex with two apartments, the development was never subdivided into individual units. As the existing duplex was built 30 years ago, the building does not meet current building code or separation requirements for townhouses specified in R302.2 of the International Residential Code or Ketchum Municipal Code §15.04.020. A plat note, describing the non-conforming status of the existing, older duplex housing stock, when converted to a townhouse type of ownership will be required as Condition of Approval #9.

**Table 1: City Department Findings**

City Department Findings			
Compliant			City Standards and <i>City Department Findings</i>
Yes	No	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>Fire:</b> <i>The Fire Code Official has reviewed the plans and does not have any comments or concerns regarding the conversion. Prior to the City Clerk’s signature of final plat, smoke and carbon monoxide detectors shall be installed to meet current building code.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>City Engineer and Streets Department:</b> <i>The conversion of the existing duplex into two townhome units does not qualify as a substantial improvement or impact the right-of-way.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>Utilities:</b> <i>The existing duplex line is served by one line and connection to the municipal water system and one line and connection to the municipal sewer system. Pursuant to Ketchum Municipal Code §13.08.050E and §13.04.080.F, a separate and independent city water service line and connection shall be provided for each townhome unit. The applicant shall add a plat note to alert property owners that the two townhome units within the duplex are served by only one line and connection to the municipal water system and one line and connection the city sewer system.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>Building:</b> <i>Prior to the City Clerk’s signature of final plat, smoke and carbon monoxide detectors shall be installed to meet current building code. In the case of any alterations to the subject structures, all applicable current building and zoning code requirements shall apply.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>Planning and Zoning:</b> <i>Comments are denoted throughout the Tables 2 &amp; 3.</i>

Table 2: Findings Regarding Townhouse Plat Requirements

Townhouse Plat Requirements					
Compliant			Standards and Commission Findings		
Yes	No	N/A	City Code	City Standards and <i>Commission Findings</i>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.B	<p>Townhouse Owners' Documents: The subdivider of the townhouse project shall submit with the preliminary plat application a copy of the proposed party wall agreement and any proposed document(s) creating an association of owners of the proposed townhouse sublots, which shall adequately provide for the control and maintenance of all commonly held facilities, garages, parking and/or open spaces. Prior to final plat approval, the subdivider shall submit to the city a final copy of such documents and shall file such documents prior to recordation of the plat, which shall reflect the recording instrument numbers.</p>	
			<i>Commission Findings</i>	<p><i>The applicant has submitted a complete preliminary plat application including the CC&amp;Rs. The applicant shall submit a final copy of the Townhouse Declaration and Party Wall Agreement document to the Planning &amp; Building Department and file such document prior to recordation of the final plat.</i></p>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.C.1	<p>Preliminary Plat Procedure: Townhouse developments shall be administered consistent with the procedures and design and development regulations established in §16.04.030 and §16.04.040 and the standards of this subsection.</p> <p>All townhouse developments shall be platted under the procedures contained in the subdivision ordinance in effect and shall be required to obtain design review approval prior to building permit issuance.</p>	
			<i>Commission Findings</i>	<p><i>The townhouse subdivision shall be platted under the procedures contained in the subdivision ordinance.</i></p> <p><i>The duplex is an existing building and the project does not require design review approval or a building permit.</i></p>	
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.080.C.2	<p>The subdivider may apply for preliminary plat approval from the commission pursuant to subsection 16.04.030D of this chapter at the time application is made for design review approval pursuant to title 17, chapter 17.96 of this code. The commission may approve, deny or conditionally approve such preliminary plat upon consideration of the action taken on the application for design review of the project.</p>	
			<i>Commission Findings</i>	<p><i>N/A. The duplex is an existing building. No exterior modifications are proposed to the existing duplex or the project site. Design Review is not required for this project.</i></p>	
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.080.C.3	<p>The preliminary plat, other data, and the commission's findings may be transmitted to the council prior to commencement of construction of the project under a valid building permit issued by the City. The council shall act on the preliminary plat pursuant to subsection 16.04.030E and F of this chapter.</p>	
			<i>Commission Findings</i>	<p><i>N/A. The duplex is an existing building. No exterior modifications are proposed to the existing duplex or the project site. A building permit is not required for this project</i></p>	
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.080.C.4	<p>In the event a phased townhouse development project is proposed, after preliminary plat is granted for the entirety of a project, the final plat procedure for each phase of a phased development project shall follow §16.04.030.G and comply with the additional provisions of §16.04.110 of this code.</p>	
			<i>Commission Findings</i>	<p><i>N/A as the duplex is an existing building.</i></p>	

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.D	<p>D. Final Plat Procedure:</p> <p>1. The final plat procedure contained in subsection 16.04.030G of this chapter shall be followed. However, the final plat shall not be signed by the city clerk and recorded until the townhouse has received either:</p> <p style="padding-left: 40px;">a. A certificate of occupancy issued by the city of Ketchum for all structures in the townhouse development and completion of all design review elements as approved by the planning and zoning administrator; or</p> <p style="padding-left: 40px;">b. Signed council approval of a phased development project consistent with §16.04.110 herein.</p> <p>2. The council may accept a security agreement for any design review elements not completed on a case by case basis pursuant to title 17, chapter 17.96 of this code.</p>
			<i>Commission Findings</i>	<i>The applicant shall follow the final plat procedure as specified in the City's subdivision ordinance.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.E.1	<p>E. Required Findings: In addition to all Townhouse Developments complying with the applicable provisions of Title 17 and this Subdivision Chapter (§16.04), the Administrator shall find that:</p> <p>All Townhouse Developments, including each individual subplot, shall not exceed the maximum building coverage requirements of the zoning district.</p>
			<i>Commission Findings</i>	<i>The building coverage of the existing duplex development is 32% (2,606 sq ft building coverage/8,207 sq ft lot area), which is 3% less than the maximum permitted in the GR-L Zone.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.E.2	<p>Garage: All garages shall be designated on the preliminary and final plats and on all deeds as part of the particular townhouse units. Detached garages may be platted on separate sublots; provided, that the ownership of detached garages is tied to specific townhouse units on the townhouse plat and in any owner's documents, and that the detached garage(s) may not be sold and/or owned separate from any dwelling unit(s) within the townhouse development.</p>
			<i>Commission Findings</i>	<i>The existing duplex doesn't include an enclosed garage.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.E.3	<p>General Applicability: All other provisions of this chapter and all applicable ordinances, rules and regulations of the city and all other governmental entities having jurisdiction shall be complied with by townhouse subdivisions. (Ord. 1061 § 3, 2009: Ord. 879 § 4, 2001: Ord. 460 § 2, 1987)</p>
			<i>Commission Findings</i>	<i>This townhouse subdivision will comply with all applicable local, state, and federal ordinances, rules, and regulations.</i>

Table 3: Findings Regarding Preliminary Plat Requirements and Subdivision Design & Development Standards

Preliminary Plat Requirements and Subdivision Design & Development Standards				
Compliant			Standards and Commission Findings	
Yes	No	N/A	City Code	City Standards and <i>Commission Findings</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.C.1	<p>The subdivider shall file with the administrator copies of the completed subdivision application form and preliminary plat data as required by this chapter.</p>
			<i>Findings</i>	<i>The application has been reviewed and determined to be complete.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J	<p>Application and Preliminary Plat Contents: The preliminary plat, together with all application forms, title insurance report, deeds, maps, and other documents reasonably required, shall constitute a complete subdivision application. The</p>



				preliminary plat shall be drawn to a scale of not less than one inch equals one hundred feet (1" = 100') and shall show the following:
			Findings	<i>All required materials for the Preliminary Plat application have been submitted.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I.1	The scale, north point and date.
			Findings	<i>This standard has been met. The preliminary plat contains a scale, north point, and date.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.2	The name of the proposed subdivision.
			Findings	<i>This standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.3	The name and address of the owner of record, the subdivider, and the engineer, surveyor, or other person preparing the plat.
			Findings	<i>This information has been provided on the application form and indicated on the Preliminary Plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.4	Legal description of the area platted.
			Findings	<i>This standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.5	The names and the intersecting boundary lines of adjoining subdivisions and parcels of property.
			Findings	<i>This standard has been met. Neighboring Otter Townhomes, Sunshine Subdivision Lots 8 and 9, North Pass Townhomes, and Warm Springs Subdivision No. 3 Lots 14 and 15 are indicated on the plat.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.J.6	A contour map of the subdivision with contour lines and a maximum interval of two feet (2') to show the configuration of the land based upon the United States geodetic survey data, or other data approved by the city engineer.
			Findings	<i>This standard is not applicable to the subdivision of an existing lot into two townhouse sublots.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.7	The scaled location of existing buildings, water bodies and courses and location of the adjoining or immediately adjacent dedicated streets, roadways and easements, public and private.
			Findings	<i>Short Swing Lane is indicated on the plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.8	Boundary description and the area of the tract.
			Findings	<i>This boundary description and the area of the tract is noted on the Preliminary Plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.9	Existing zoning of the tract.
			Findings	<i>The property is within the GR-L Zoning District. Plat note #4 references the zoning district.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.10	The proposed location of street rights of way, lots, and lot lines, easements, including all approximate dimensions, and including all proposed lot and block numbering and proposed street names.
			Findings	<i>This standard has been met. No new streets are proposed. The subplot lines and dimensions are indicated on the preliminary plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.11	The location, approximate size and proposed use of all land intended to be dedicated for public use or for common use of all future property owners within the proposed subdivision.
			Findings	<i>No land for common or public use is required or proposed.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.12	The location, size and type of sanitary and storm sewers, water mains, culverts and other surface or subsurface structures existing within or immediately adjacent to the proposed sanitary or storm sewers, water mains, and storage facilities, street improvements, street lighting, curbs, and gutters and all proposed utilities.
			Findings	<i>The plat indicates the locations of all utilities that serve the townhome</i>

				<i>development. No street infrastructure improvements are proposed with this project.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.030.J.13</b>	<b>The direction of drainage, flow and approximate grade of all streets.</b>
			<b>Findings</b>	<i>N/a as no new streets are proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.030.J.14</b>	<b>The location of all drainage canals and structures, the proposed method of disposing of runoff water, and the location and size of all drainage easements, whether they are located within or outside of the proposed plat.</b>
			<b>Findings</b>	<i>N/A. No drainage improvements are proposed with this subdivision.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.J.15</b>	<b>Vicinity map drawn to approximate scale showing the location of the proposed subdivision in reference to existing and/or proposed arterials and collector streets.</b>
			<b>Findings</b>	<i>This application subdivides a platted lot into two townhouse sublots. The original subdivision's plat serves as the vicinity map.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.030.J.16</b>	<b>The boundaries of the floodplain, floodway and avalanche overlay district shall also be clearly delineated and marked on the preliminary plat or a note provided if the entire project is in the floodplain, floodway or avalanche overlay district.</b>
			<b>Findings</b>	<i>N/A. The property is not currently mapped to be in the floodplain/floodway. The property is not within the avalanche overlay.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.030.J.17</b>	<b>Building envelopes shall be shown on each lot, all or part of which is within a floodway, floodplain, or avalanche zone; or any lot that is adjacent to the Big Wood River, Trail Creek, or Warm Springs Creek; or any lot, a portion of which has a slope of twenty five percent (25%) or greater; or upon any lot which will be created adjacent to the intersection of two (2) or more streets.</b>
			<b>Findings</b>	<i>N/A. The property is not located within the floodway, floodplain, or avalanche zone. The property doesn't lie adjacent to a river or creek. The lot doesn't contain slopes of 25% or greater. The subject property is not a corner lot.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.J.18</b>	<b>Lot area of each lot.</b>
			<b>Findings</b>	<i>The existing and proposed size of each subplot is indicated.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.J.19</b>	<b>Existing mature trees and established shrub masses.</b>
			<b>Findings</b>	<i>The preliminary plat indicates existing mature trees and shrub masses.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.J.20</b>	<b>To be provided to Administrator:</b>
				<b>Subdivision names shall not be the same or confused with the name of any other subdivision in Blaine County, Idaho and shall be approved by the Blaine County Assessor.</b>
			<b>Findings</b>	<i>The Adi's Townhomes No. 2 subdivision name is unique and is not the same as another townhouse subdivision in Blaine County.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>16.04.030.J.21</b>	<b>All percolation tests and/or exploratory pit excavations required by state health authorities.</b>
			<b>Findings</b>	<i>N/A. The duplex is connected to municipal services.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.J.22</b>	<b>A copy of the provisions of the articles of incorporation and bylaws of homeowners' association and/or condominium declarations to be filed with the final plat of the subdivision.</b>
			<b>Findings</b>	<i>The applicant has submitted a complete preliminary plat application including the CC&amp;Rs. The applicant shall submit a final copy of the Townhouse Declaration and Party Wall Agreement document to the Planning &amp; Building Department and file such document prior to recordation of the final plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>16.04.030.J.23</b>	<b>A current title report shall be provided at the time that the preliminary plat is filed with the administrator, together with a copy of the owner's recorded deed to such property.</b>

			Findings	<i>This standard has been met. The applicant has submitted a Lot Book Guarantee and the Last Deed of Record.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.24	A digital copy of the preliminary plat shall be filed with the administrator.
			Findings	<i>This standard has been met. The digital copy of the preliminary plat is attached as Exhibit A.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input 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.
			Findings	<i>The mature trees indicated on the preliminary plat shall be preserved.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.B	Improvement Plans: Prior to approval of final plat by the commission, the subdivider shall file two (2) copies with the city engineer, and the city engineer shall approve construction plans for all improvements required in the proposed subdivision. Such plans shall be prepared by a civil engineer licensed in the state.
			Findings	<i>N/A as no new improvements are proposed with this townhouse subdivision.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.C	Prior to final plat approval, the subdivider shall have previously constructed all required improvements and secured a certificate of completion from the city engineer. However, in cases where the required improvements cannot be constructed due to weather conditions or other factors beyond the control of the subdivider, the city council may accept, in lieu of any or all of the required improvements, a performance bond filed with the city clerk to ensure actual construction of the required improvements as submitted and approved. Such performance bond shall be issued in an amount not less than one hundred fifty percent (150%) of the estimated costs of improvements as determined by the city engineer. In the event the improvements are not constructed within the time allowed by the city council (which shall be one year or less, depending upon the individual circumstances), the council may order the improvements installed at the expense of the subdivider and the surety. In the event the cost of installing the required improvements exceeds the amount of the bond, the subdivider shall be liable to the city for additional costs. The amount that the cost of installing the required improvements exceeds the amount of the performance bond shall automatically become a lien upon any and all property within the subdivision owned by the owner and/or subdivider.
			Findings	<i>N/A as no improvements are proposed with this townhouse subdivision.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.D	As Built Drawing: Prior to acceptance by the city council of any improvements installed by the subdivider, two (2) sets of as built plans and specifications, certified by the subdivider's engineer, shall be filed with the city engineer. Within ten (10) days after completion of improvements and submission of as built drawings, the city engineer shall certify the completion of the improvements and the acceptance of the improvements, and shall submit a copy of such certification to the 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.

			Findings	<i>N/A as the duplex building is existing and no improvements are proposed with this townhouse subdivision.</i>
<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"> <li>1. All angle points in the exterior boundary of the plat.</li> <li>2. All street intersections, points within and adjacent to the final plat.</li> <li>3. All street corner lines ending at boundary line of final plat.</li> <li>4. All angle points and points of curves on all streets.</li> <li>5. The point of beginning of the subdivision plat description.</li> </ol>
			Findings	<i>The applicant shall meet the required monumentation standards prior to recordation of the final plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.F	<p>Lot Requirements:</p> <ol style="list-style-type: none"> <li>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.</li> <li>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: 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.</li> <li>3. Corner lots outside of the original Ketchum Townsite 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.</li> <li>4. Side lot lines shall be within twenty degrees (20°) to a right angle or radial line to the street line.</li> <li>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.</li> <li>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</li> </ol>

				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..
			Findings	Standards 4, 5, and 6 have been met.  Standards 2 and 3 are not applicable.  Standard 1 has been met. The lot size, width, and depth comply with the dimensional standards for lots required in the GR-L Zone. The existing duplex complies with setbacks from front, rear, and side property lines required in the GR-L Zone.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.G	G. Block Requirements: The length, width and shape of blocks within a proposed subdivision shall conform to the following requirements: 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. Except in the original Ketchum Townsite, corner lots shall contain a building envelope outside of a seventy five foot (75') radius from the intersection of the streets.
			Findings	N/A. No new blocks are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.1	H. Street Improvement Requirements: 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;
			Findings	N/A, the subject properties are within an existing subdivision. No new streets are proposed.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.2	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;
			Findings	This proposal does not create a new street. These standards are not applicable.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.3	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;
			Findings	N/A. No street frontage improvements like planting strips are required.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.4	4. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods;
			Findings	N/A. This proposal does not create a new street. These standards are not applicable.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.5	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;
			Findings	N/A. This proposal does not create a new street. These standards are not applicable.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.6	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;
			Findings	<i>N/A. This proposal does not create a new street. These standards are not applicable.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.7	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;
			Findings	<i>N/A. This proposal does not create a new street. These standards are not applicable.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.8	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;
			Findings	<i>N/A. The townhouse sublots are within an existing subdivision. No new streets are proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.9	9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°);
			Findings	<i>N/A. The townhouse sublots are within an existing subdivision. No new streets are proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.10	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;
			Findings	<i>N/A. The townhouse sublots are within an existing subdivision. No new streets are proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.11	11. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited;
			Findings	<i>N/A. The townhouse sublots are within an existing subdivision. No new streets are proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.12	12. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets;
			Findings	<i>N/A. The townhouse sublots are within an existing subdivision. No new streets are proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.13	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 County Assessor's office before submitting same to council for preliminary plat approval;
			Findings	<i>N/A. The townhouse sublots are within an existing subdivision. No new streets are proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.14	14. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills;
			Findings	<i>N/A. The townhouse sublots are within an existing subdivision. No new streets are proposed.</i>

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.15	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;
			Findings	<i>N/A. The townhouse sublots are within an existing subdivision. No new streets are proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.16	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;
			Findings	<i>N/A. The townhouse sublots are within an existing subdivision. No new streets are proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.17	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;
			Findings	<i>N/A. The townhouse sublots are within an existing subdivision. No new streets are proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.18	18. Street lighting shall be required consistent with adopted city standards and where designated shall be installed by the subdivider as a requirement improvement;
			Findings	<i>N/A. The townhouse sublots are within an existing subdivision. No new streets are proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.19	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 and chapter 12.04 of this code;
			Findings	<i>N/A. The townhouse sublots are within an existing subdivision. No new streets are proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.20	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;
			Findings	<i>N/A. The townhouse sublots are within an existing subdivision. No new streets are proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.21	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;
			Findings	<i>N/A. This proposal does not require construction of a new bridge or impact any existing bridges.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.22	22. Sidewalks, curbs and gutters shall be required consistent with adopted city standards and where designated shall be a required improvement installed by the subdivider;
			Findings	<i>N/A. The subject properties abut an existing developed street within a residential area. No sidewalks are required for the project.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.23	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; and
			Findings	<i>N/A. No private road or gates are proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.24	24. No new public or private streets or flag lots associated with a proposed subdivision (land, planned unit development, townhouse, condominium) are permitted to be developed on parcels within the Avalanche Zone
			Findings	<i>N/A. The townhouse sublots are not located within the Avalanche Zone and no new public or private streets or flag lots are proposed.</i>

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.I	I. Alley Improvement Requirements: Alleys shall be provided in, 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 permitted only within the original Ketchum Townsite and only after due consideration of the interests of the owners of property adjacent to the dead end alley including, but not limited to, the provision of fire protection, snow removal and trash collection services to such properties. 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.
			Findings	<i>N/A. The townhouse sublots are located in the GR-L Zone and do not abut an alley.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.J.1	J. 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.  1. A public utility easement at least ten feet (10') in width shall be required within the street right-of-way boundaries of all private streets. A public utility easement at least five feet (5') in width shall be required within property boundaries adjacent to Warm Springs Road and within any other property boundary as determined by the City Engineer to be necessary for the provision of adequate public utilities.
			Findings	<i>N/A these easements are not required as the project create or new street and the property is not adjacent to Warm Springs Road.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.J.2	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.
			Findings	<i>N/A. The townhouse sublots do not border a waterway.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.J.3	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.
			Findings	<i>N/A. The townhouse sublots do not border a waterway.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.J.4	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.
			Findings	<i>N/A. The townhouse sublots do not border a waterway.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.J.5	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.
			Findings	<i>N/A. No changes to ditches, pipes, or other irrigation structures are proposed.</i>



<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.J.6	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.
			Findings	<i>N/A. The townhouse sublots are within the existing, platted Warm Springs Subdivision No. 3.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.K	K. Sanitary Sewage Disposal Improvements: Central sanitary sewer systems shall be installed in all subdivisions and connected to the Ketchum sewage treatment system as a required improvement by the subdivider. Construction plans and specifications for central sanitary sewer extension shall be prepared by the subdivider and approved by the City Engineer, Council and Idaho Health Department prior to final plat approval. In the event that the sanitary sewage system of a subdivision cannot connect to the existing public sewage system, alternative provisions for sewage disposal in accordance with the requirements of the Idaho Department of Health and the Council may be constructed on a temporary basis until such time as connection to the public sewage system is possible. In considering such alternative provisions, the Council may require an increase in the minimum lot size and may impose any other reasonable requirements which it deems necessary to protect public health, safety and welfare.
			Findings	<i>N/A. The townhouse sublots are within an existing subdivision which contains all necessary infrastructure.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.L	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.
			Findings	<i>N/A. The townhouse sublots are within an existing subdivision which contains all necessary infrastructure.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.M	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.
			Findings	<i>N/A. The townhouse sublots are within an existing subdivision which contains all necessary infrastructure. The subdivision has adequate plantings where necessary.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.N.1	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.
			Findings	<i>N/A no cuts, fills, or grading improvements are proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.N.2	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. c. Drainage patterns. d. Areas where trees and/or natural vegetation will be preserved. e. Location of all street and utility improvements including driveways to building envelopes. f. Any other information which may reasonably be required by the Administrator, commission or Council to adequately review the affect of the proposed improvements.
			Findings	<i>N/A no changes to the project site are proposed with the project.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.N.3	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.
			Findings	<i>N/A no changes to the project site are proposed with the project.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.N.4	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.
			Findings	<i>N/A. The duplex is an existing development.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.N.5	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.
			Findings	<i>N/A as no new development is proposed with the project.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.N.6	6. Where cuts, fills, or other excavations are necessary, the following development standards shall apply: a. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability. b. Fills shall be compacted to at least ninety five percent (95%) of maximum density as determined by AASHO T99 (American Association of State Highway Officials) and ASTM D698 (American Standard Testing Methods). c. Cut slopes shall be no steeper than two horizontal to one vertical (2:1). Subsurface drainage shall be provided as necessary for stability. d. Fill slopes shall be no steeper than three horizontal to one vertical (3:1). Neither cut nor fill slopes shall be located on natural slopes of three to one (3:1) or steeper, or where fill slope toes out within twelve feet (12') horizontally of the top and existing or planned cut slope. 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.
			Findings	<i>N/A no significant cuts, fills, or excavation are proposed as the development is existing.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.O	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.
			Findings	<i>No natural drainage courses are proposed to be disturbed.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.P	P. Utilities: In addition to the terms mentioned in this section, all utilities including, but not limited to, electricity, natural gas, telephone and cable services shall be installed underground as a required improvement by the subdivider. Adequate provision for expansion of such services within the subdivision or to adjacent lands including installation of conduit pipe across and underneath streets shall be installed by the subdivider prior to construction of street improvements.
			Findings	<i>All utilities, including electricity, natural gas, telephone, and cable services, shall be installed underground.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.Q	Q. Off Site Improvements: Where the off site 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.
			Findings	<i>N/A. The townhouse subdivision does not trigger off-site improvements.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.R	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.
			Findings	<i>N/A. The townhouse sublots are not located in the Avalanche or Mountain overlay zoning districts.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.S	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.
			Findings	<i>The existing mature trees indicated on the preliminary plat shall be preserved.</i>

## CONCLUSIONS OF LAW

1. The City of Ketchum is a municipal corporation organized under Article XII of the Idaho Constitution and the laws of the State of Idaho, Title 50, Idaho Code.
2. Under Chapter 65, Title 67, of the Idaho Code the City has passed a subdivision ordinance, Title 16.
4. The Commission has authority to review and recommend approval of the applicant's Preliminary Plat Application pursuant to Chapter 16.04 of Ketchum Code Title 16.
5. The project **does** meet the standards of approval under Chapter 16.04 of Subdivision Code Title 16.

## DECISION

**THEREFORE**, the Ketchum Planning and Zoning Commission **recommends approval** of this Preliminary Plat application to the City Council this Tuesday, March 9<sup>th</sup>, 2021 subject to the following conditions of approval.

## CONDITIONS OF APPROVAL

1. The project shall meet all requirements of the Fire, Utility, Building, Streets/City Engineer, and Planning requirements as specified in Table 1.
2. The project shall comply with all conditions and comments as specified in Table 2.
3. The recorded plat shall show a minimum of two Blaine County Survey Control Monuments with ties to the property and an inverse between the two monuments. The Survey Control Monuments shall be clearly identified on the face of the map.
4. An electronic CAD file shall be submitted to the City of Ketchum prior to final plat signature by the City Clerk. The electronic CAD file shall be submitted to the Blaine County Recorder's office concurrent with the recording of the Plat containing the following minimum data:
  - a. Line work delineating all parcels and roadways on a CAD layer/level designated as "parcel";
  - b. Line work delineating all roadway centerlines on a CAD layer/level designated as "road"; and,
  - c. Line work that reflects the ties and inverses for the Survey Control Monuments shown on the face of the Plat shall be shown on a CAD layer/level designated as "control"; and,
  - d. All information within the electronic file shall be oriented and scaled to Grid per the Idaho State Plane Coordinate System, Central Zone, NAD1983 (1992), U.S. Survey Feet, using the Blaine County Survey Control Network. Electronic CAD files shall be submitted in a ".dwg", ".dgn" or ".shp" format and shall be submitted digitally to the City on a compact disc. When the endpoints of the lines submitted are indicated as coincidental with another line, the CAD line endpoints shall be separated by no greater than 0.0001 drawing units.
5. The applicant shall provide a copy of the recorded final plat to the Department of Planning and Building for the official file on the application.
6. The Townhouse Declaration shall be simultaneously recorded with the Final Plat. The developer shall submit a final copy of the document to the Planning & Building Department

and file such document prior to recordation of the final plat. The City will not now, nor in the future, determine the validity of the Townhouse Declaration.

7. Failure to record a Final Plat within two (2) years of Council's approval of a Preliminary Plat shall cause the Preliminary Plat to be null and void.
8. Prior to the City Clerk's signature of final plat, smoke and carbon monoxide detectors shall be installed to meet current building code.
9. The following plat note shall be added to the Preliminary Plat prior to forwarding the application to City Council for review:  
*The two townhome units within the duplex are served by only one line and connection to the municipal water system and one line and connection the city sewer system.*
10. The following plat note shall be added to the Preliminary Plat prior to forwarding the application to City Council for review:  
*Although this unit was originally approved/constructed as a duplex in 1991, this duplex was converted to a non-conforming "Townhouse" pursuant to Ketchum Municipal Code § 16.04.070 TOWNHOUSES, insofar as the "Townhouse" is not in compliance with section R302.2 of the current International Residential Code, in effect at the date of this plat, and the City's local amendments to the building code specified in Ketchum Municipal Code §15.04.020, which requires a 2-hour fire-resistant wall assembly separation.*

Findings of Fact **adopted** this 9<sup>th</sup> day of March 2021.

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Neil Morrow, Chair  
City of Ketchum  
Planning and Zoning Commission