



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: August 13, 2026 Staff Member/Dept: Abby Rivin, AICP – Senior Planner
Planning and Building Department

Agenda Item: Recommendation to review and approve the 330 Topaz Street Residence Lot Consolidation Preliminary Plat and two requested Subdivision Exceptions.

Recommended Motion:

"I move to approve the 330 Topaz Street Residence Lot Consolidation Preliminary Plat Application (File No. 26-KET-00135) and the requested Subdivision Exceptions, subject to conditions, and adopt the Findings of Fact, Conclusions of Law, and Decision."

Reasons for Recommendation:

- The Preliminary Plat is consistent with the 2025 Comprehensive Plan, complies with the applicable subdivision and zoning standards, and conforms to the approved Mountain Overlay Design Review.
- The consolidation eliminates a substandard lot, reduces the number of developable parcels from two to one, and creates a more conforming parcel without increasing density, building coverage, or development rights.
- The property's existing roadway, access, and irrigation constraints support the requested Subdivision Exceptions, and the recommended conditions protect Topaz Street operations, prohibit vehicular access from Garnet Street, and preserve the irrigation conveyances.

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

INTRODUCTION

The applicant proposes to consolidate Tax Lots 8258 and 8259 at 330 Topaz Street into one approximately 18,678-square-foot parcel. The property is located in the Limited Residential (LR) Zoning District and Mountain Overlay (MO) District (see Figure 1). The consolidation is associated with the demolition of the existing residence and construction of a new single-family residence and related site improvements.

The two tax lots are under common ownership and have historically functioned as one residential property. The consolidation formalizes this existing development pattern and eliminates the internal property line between the lots. It does not increase allowable density, development potential, or building coverage. Instead, it reduces the number of developable parcels from two to one and eliminates Tax Lot 8259, an existing substandard lot.



Figure 1: Subject Property

The internal property line would otherwise cause the proposed residence to encroach into the LR Zone's required 20-foot rear setback. Following consolidation, the residence will be approximately 89 feet 10 inches from the rear property line along Garnet Street, substantially exceeding the minimum requirement.

Lot consolidations are processed as major subdivisions. In the LR Zone, a lot consolidation requires approval of a Subdivision Exception under LDC §16.07.080.A.1.b(5). The applicant requests two Subdivision Exceptions:

- An exception to permit the lot consolidation in the LR Zone; and
- An exception to the prohibition against double-frontage lots because the consolidated parcel will front both Topaz and Garnet streets.

Process to Date

LDC §16.07.080.A.1.c(2)(B) requires a Lot Consolidation Preliminary Plat application to be submitted concurrently with the applicable building permit or development application. The applicable development application for this project is Mountain Overlay (MO) Design Review.

The Planning and Zoning Commission (Commission) reviewed the Preapplication Mountain Overlay Design Review (Application File No. P26-001) on May 7, 2026. The applicant submitted the complete final Mountain Overlay Design Review application (Application File No. 26-KET-00126) on May 11, 2026, and the complete Lot Consolidation Preliminary Plat application (Application File No. 26-KET-00135) on May 19, 2026.

The Commission held a combined public hearing on both applications on June 17, 2026. The Commission unanimously approved the Mountain Overlay Design Review and recommended that the City Council approve the Preliminary Plat and requested Subdivision Exceptions, subject to conditions. The application materials, staff report, and meeting recording are available on the City's website [here](#). The Commission adopted its Findings of Fact, Conclusions of Law, and Decisions on July 16, 2026.

REVIEW CRITERIA

Under LDC §16.07.080.A.1.d(1), the City Council must determine whether the Preliminary Plat:

- Is consistent with the Comprehensive Plan;
- Complies with the subdivision standards in Chapter 16.06;
- Complies with the applicable zoning district standards;
- Complies with the applicable use, dimensional, design, and development standards of the Land Development Code;
- Provides a layout of lots, streets, blocks, driveways, utilities, drainage, and other public facilities and services that minimizes disturbance to sensitive areas and community assets;
- Provides evidence of connections to the public water and sewer systems; and
- Identifies and adequately mitigates known natural hazards.

LDC §16.07.080.A.1.d(2) also requires a Lot Consolidation Preliminary Plat to conform to all applicable building permit and land use development approvals. The Commission approved the associated Mountain Overlay Design Review on June 17, 2026. The MO Design Review approval is conditioned upon approval of the Lot Consolidation Preliminary Plat.

Under LDC §16.07.080.D.4, the City Council may approve a Subdivision Exception, upon the Commission's recommendation, if:

- Special physical characteristics or conditions affecting the property would make strict application of the subdivision standards an undue hardship;
- The hardship is not the result of actions by the applicant; and
- The exception would not be detrimental to public health, safety, or welfare or injurious to nearby property owners.

ANALYSIS

Comprehensive Plan Consistency

The property is designated Low-Density Residential (LDR) on the Future Land Use Map of the 2025 Cohesive Ketchum Comprehensive Plan and is within the Mountain Overlay. The LDR Future Vision anticipates predominantly single-family residential neighborhoods with densities of approximately one to five dwelling units per acre. It also states that these areas are not intended to change significantly, while supporting efficient use of available land. The proposal is consistent with that vision because it retains the site's single-family residential use, does not increase density, and reduces the number of developable parcels from two to one.

The proposal also advances the following Comprehensive Plan policies:

- **Policy BNE-1.1—Growth Management:** supports context-sensitive infill and redevelopment where supported by the Future Land Use Plan and available services;
- **Policy BNE-1.2—Neighborhood Characteristics:** calls for reinforcing the distinct characteristics of Ketchum's neighborhoods;
- **Policy BNE-1.5—Context-Sensitive Development:** requires infill and redevelopment to respond to surrounding development, site features, mountain views, and natural features; and
- **Policy BNE-2.2—Hillside Protections:** directs the City to protect hillsides through implementation of the Mountain Overlay standards.

The site is within an established residential neighborhood and has already been altered by the existing residence, accessory structures, grading, landscaping, irrigation conveyances, and roadway improvements. It contains no slopes exceeding 25 percent, and the project does not extend development into previously undisturbed hillside areas. As approved through MO Design Review, the project concentrates development on the most suitable and previously disturbed portion of the property, removes an existing residence that encroaches into the required uphill setback, removes unnecessary asphalt, and regrades and revegetates previously disturbed areas.

The lot consolidation supports this approved site design while eliminating one substandard lot and reducing future development potential. Staff therefore finds that the Preliminary Plat is consistent with the LDR Future Vision and Policies BNE-1.1, BNE-1.2, BNE-1.5, and BNE-2.2 of the 2025 Comprehensive Plan.

Preliminary Plat

The applicant proposes to combine Tax Lots 8258 and 8259 into one approximately 18,678-square-foot parcel. The tax lots are under common ownership and have historically functioned as a single residential property. The consolidation formalizes this existing development pattern and eliminates the internal property line that would otherwise cause the proposed residence to encroach into the LR Zone's required rear setback.

The property is constrained by existing roadway and irrigation infrastructure. Topaz Street crosses the northern portion of Tax Lot 8258, and the City uses portions of the property for roadway maintenance, drainage, snow storage, snowplow operations, and emergency-vehicle turnaround. The southern boundary of Tax Lot 8259 extends into the unpaved portion of Garnet Street. The McCoy (Weyyakin) and Reinheimer irrigation conveyances also cross the property.

The Commission found that the Preliminary Plat:

- Is consistent with the Comprehensive Plan and applicable subdivision and zoning standards;
- Provides adequate access and utility service;
- Concentrates development within the most suitable and previously disturbed portion of the property;
- Conforms to the approved Mountain Overlay Design Review; and
- Creates a more conforming parcel by eliminating a substandard lot and establishing one parcel capable of accommodating development consistent with current zoning standards.

Subdivision Exceptions

Lot consolidations in the LR Zone require a subdivision exception under LDC §16.07.080.A.1.b(5). The applicant also requests an exception to the prohibition against double-frontage lots because the consolidated parcel will have frontage along both Topaz and Garnet streets.

Tax Lot 8259 contains approximately 5,828 square feet—3,172 square feet less than the LR Zone’s minimum lot area of 9,000 square feet. Its independent development potential is further constrained by the irrigation conveyances, the portion of Garnet Street extending onto the property, and restrictions on vehicular access from the unpaved portion of Garnet Street.

A 1997 Settlement Agreement, recorded as Instrument No. 403847, governs the adjoining unpaved portion of Garnet Street. The agreement designates this segment as a private driveway, limits access to the properties identified in the agreement, prohibits access by additional lots, and prohibits changes to the driveway’s width, grade, or surface. Following the Commission’s review, staff reviewed the recorded agreement and related property records and determined that Tax Lot 8259 is not among the properties authorized to use the private driveway. Accordingly, although Tax Lot 8259 has frontage along Garnet Street, it has no corresponding right of vehicular access from the unpaved portion of that street.

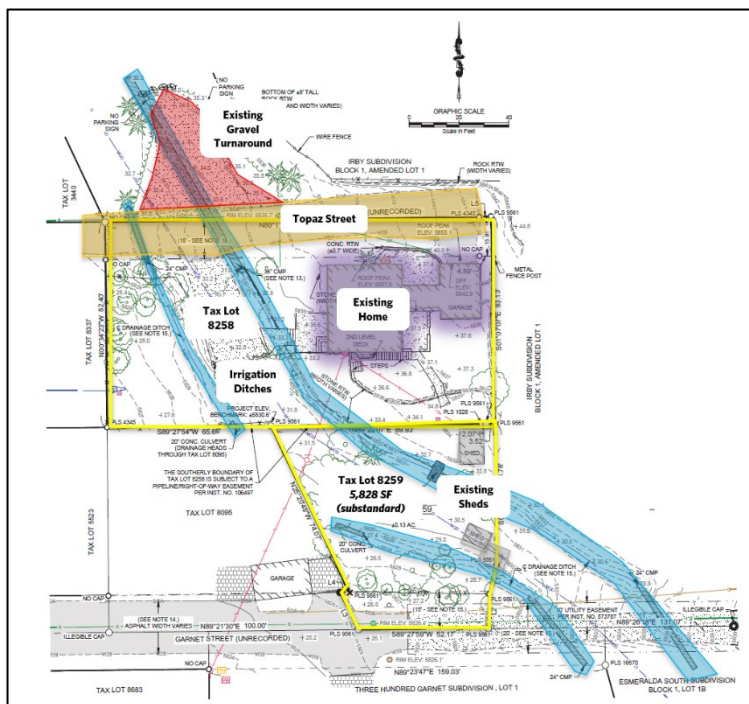


Figure 2: Existing Parcels and Site Constraints

Consolidation eliminates the need to establish separate access to Tax Lot 8259 because the resulting parcel will continue to be served from Topaz Street. To ensure that future development remains consistent with this access restriction and the basis for the double-frontage exception, the Commission recommended the following condition:

Prior to recordation of the Final Plat, a note shall be added stating that the Subdivision Exception for the double-frontage lot was approved in part based on the prohibition of vehicular access from Garnet Street. Vehicular access, including driveways, curb cuts, and private street connections, shall be prohibited from Garnet Street unless otherwise approved through a future land use application.

The consolidation reduces the number of developable parcels from two to one and eliminates the ability to develop Tax Lot 8259 independently. It does not create additional development rights, increase allowable density, or create new access opportunities. Instead, it eliminates a substandard parcel and supports a coordinated site design that minimizes grading, site disturbance, utility extensions, and access improvements.

The substandard size and existing configuration of Tax Lot 8259, the roadway and irrigation infrastructure crossing the property, and the restrictions affecting access from Garnet Street predate the current application and are not the result of actions by the applicant.

The Commission and staff found that:

- Special physical characteristics and conditions affect the property, and strict application of the subdivision standards would result in undue hardship not caused by the applicant;
- The requested exceptions will not be detrimental to public welfare, health, or safety or injurious to property owners in the immediate area; and
- The exceptions will eliminate a substandard parcel, reduce future development potential, and support a coordinated site design without creating additional development or access rights.

Topaz Street and Turnaround Easement

Topaz Street is a substandard roadway, and portions of the roadway adjoining the property cross private property. The City has historically maintained and removed snow from Topaz Street to the existing turnaround near the property. To preserve adequate space for maintenance, snow storage, drainage, and emergency access, the City

requires a 15-foot-wide easement measured from the edge of asphalt along the City-maintained portion of the roadway. Areas east of the turnaround that the City has not historically maintained are considered private driveway access and are not subject to this requirement.

LDC §16.07.080.A.1.c(2)(A)j requires a Preliminary Plat to identify the location and dimensions of existing and proposed easements. The plat reviewed by the Commission did not clearly depict or dimension the easement needed for fire apparatus, emergency services, snowplow operations, and roadway maintenance at the Topaz Street turnaround. The Commission therefore recommended that the plat be revised before City Council review.

The applicant subsequently submitted a revised Preliminary Plat depicting and dimensioning the required turnaround easement. The revised plat is included as Attachment 2.

Irrigation Conveyances

The McCoy (Weyyakin) and Reinheimer irrigation conveyances cross the property. The applicant proposes to relocate portions of both conveyances into underground pipes to accommodate the approved residence and related site improvements. The Commission addressed the design and engineering requirements for this work through Condition No. 4 of the Mountain Overlay Design Review approval. Before issuance of a building permit, the applicant must provide an engineered relocation plan demonstrating uninterrupted gravity flow, equivalent or greater hydraulic capacity, no adverse effects on upstream or downstream properties, required authorization from affected interest holders, and appropriate agreements governing future maintenance and liability.

For purposes of the Preliminary Plat, LDC §16.06.050.F.2 requires easements wide enough to contain the conveyances and provide access for maintenance and reconstruction. Because the final alignments remain subject to engineering review, the associated easements may be refined before Final Plat approval. The Commission therefore recommended the following condition:

Prior to recordation of the Final Plat, the applicant shall revise the plat as necessary to depict the final approved location, dimensions, and maintenance easements associated with the relocated McCoy (Weyyakin) and Reinheimer irrigation conveyances. Easement widths shall be sufficient to contain the conveyance facilities and provide access for maintenance, repair, replacement, and reconstruction in accordance with LDC §16.06.050.F.2.

This condition, together with the approved Mountain Overlay Design Review conditions, adequately protects continued conveyance, access, and maintenance without requiring the Council to approve the final engineering design at the Preliminary Plat stage.

RECOMMENDATION

Staff finds that the application satisfies the applicable Preliminary Plat, Lot Consolidation, subdivision design and development, and Subdivision Exception criteria. The Planning and Zoning Commission unanimously recommended approval.

Staff recommends that the City Council approve the 330 Topaz Street Lot Consolidation Preliminary Plat and requested Subdivision Exceptions, subject to the recommended conditions, and adopt the Findings of Fact, Conclusions of Law, and Decision included as Attachment 3.

Council Options

The City Council may:

- Approve the Preliminary Plat and requested Subdivision Exceptions, subject to the recommended conditions;
 - Approve the Preliminary Plat and requested exceptions with additional or modified conditions;
 - Continue the hearing to a date certain and request additional information, revisions, or conditions;
- or

- | |
|---|
| <ul style="list-style-type: none">• Deny the Preliminary Plat and requested exceptions based on findings that the applicable review criteria have not been satisfied. |
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Sustainability Impact:

None OR state impact here:	The proposal concentrates development on a previously disturbed residential site, avoids slopes exceeding 25 percent, removes unnecessary pavement, supports revegetation of disturbed areas, and reduces future development potential from two lots to one.
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Financial Impact:

None OR Adequate funds exist in account:	No direct budget impact. The application does not request City funding.
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Attachments:

1. Application and Supporting Materials
2. Lot Consolidation Preliminary Plat
3. Draft City Council Findings of Fact, Conclusions of Law, and Decision

Attachment 1

Application and Supporting Materials



Date: _____

File Number: _____

APPLICATION FOR A WAIVER OF REQUIREMENTS

Name: Galena-Benchmark Engineering on behalf of Matthew and Kathryn McNeal

Phone No. (business): 208-481-8287 (home): _____

Mailing Address: PO Box 733, Ketchum, ID 83340

Project Address: 330 Topaz St., Ketchum, ID 83340

Legal Description: TL 8258 & 8259, T.4N., R.18E., SEC 18

Zoning Designation: LR

Overlay District: Flood ☐ Avalanche ☐ Pedestrian ☐ Mountain ☒

Please state with particularity the matters the applicant seeks waiver or deferral:

A consolidation of TL 8258 & 8259 into one lot wherein the common lot line is eliminated. TL 8259 is

substandard for the zoning district in minimum lot area, thus creating one conforming lot under

an existing consolidated parcel. Additional waiver related to 16.04.040.F.5 which does not allow for double frontage lots.

Please state how the waiver or deferral would not be detrimental to the public welfare, health and safety nor injurious to property owners in the immediate area.

Since there is an existing home on the property and the parcel is under the same ownership, this waiver

would have no impact on neighboring property owners.

Applicant's Signature: David Patric

Date: 01/20/2026

Once your application has been received, we will review it and contact you with next steps.

No further action is required at this time.



330 Topaz LOT CONSOLIDATION WAIVER NARRATIVE

In addition to the information provided on the official waiver application form, we are including this narrative to support our application for a waiver to consolidate two tax lots.

Subject Lots			
Lot	Lot Size	Zoning	Overlay District
Tax Lot 8258	12,836	LR	Mountain (partial)
Tax Lot 8259	5,828	LR	Mountain (partial)

There are several facts and conditions that are unique to these two tax lots that support the approval of a lot consolidation waiver.

Condition #1 - Limited Residential Bulk Requirements

Tax lot 8259 is less than the 9,000 square foot minimum lot size for the Limited Residential (LR) Zoning District. Tax lot 8259 is also less than the minimum average lot width in the LR District. The approval of this lot consolidation application will eliminate this non-conforming lot.

Condition #2 - Access to Tax Lot 8259 is restricted

The Settlement Agreement recorded as Inst. No. 403847, Records of Blaine County, Idaho significantly limits and may, subject to interpretation, prohibit access to Tax Lot 8259. In addition, improvements and/or modifications to the unpaved portion of Garnet Street with relation to surface, width and grade are expressly prohibited. Approval of this lot consolidation application will eliminate the need for access to the new lot from Garnet Street.

Condition #3 - Overlay Districts

Both tax lots are located partially within Ketchum's Mountain Overlay District. Consolidation of the two tax lots supports the stated purposes of the Mountain Overlay District, including but not limited to:

- To direct building away from the higher elevations;
- To ensure preservation of hills, ridges, ridgelines, and their natural features that are visible from the valley floor from obstruction by development;
- To minimize or prohibit alteration of hilltops, rock outcrops, knolls, and ridges;
- To minimize or prohibit detrimental effects on the natural topography, geology, soils, drainage, wildlife, and vegetation; and
- To assure the property owner is not deprived of economically viable use of their property.

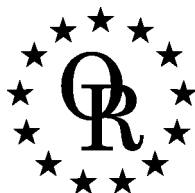
Condition #4 - Unique geographic features

Both tax lots are partially encumbered by the Mountain Overlay District as noted above. In addition, both tax lots are bisected by irrigation canals, limiting the possible locations for development.

Additional factual information

- The two parcels share a single parcel number assigned by the Blaine County Assessor.
- Tax Lot 8259 is unaddressed
- This application is not put forth to enable a larger home footprint. The maximum lot coverage limitations are in compliance with zoning code with, or without, the lot consolidation.

Guarantee



SG-08021918

File Number: 893423

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.

Old Republic National Title Insurance Company, a Florida corporation, herein called the Company,
GUARANTEES

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

IN WITNESS WHEREOF, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the Guarantee to become valid when countersigned on Schedule A by an authorized officer or agent of the Company.

Issued by:

Policy Issuer:
PIONEER TITLE COMPANY
8151 W. RIFLEMAN STREET
BOISE, ID 83704-0000
PHONE: (208) 377-2700

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company

1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607

(612) 371-1111

www.oldrepublictitle.com

By

President

Attest

Secretary

Authorized Signatory

GUARANTEE CONDITIONS AND STIPULATIONS

1. Definition of Terms.

The following terms when used in the Guarantee mean:

- a. the "Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
- b. "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- c. "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- d. "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- e. "date": the effective date.

2. Exclusions from Coverage of this Guarantee.

The Company assumes no liability for loss or damage by reason of the following:

- (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
- (b)(1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water: whether or not the matters excluded by (1), (2) or (3) are shown by the public records.
- (c) Assurances to title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A)(C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, alleys, lanes, ways or waterways in which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
- (d)(1) Defects, liens, encumbrances, or adverse claims against the title, if assurances are provided as to such title, and as limited by such assurances.
- (2) Defects, liens, encumbrances, adverse claims or other matters (a) whether or not shown by the public records, and which are created, suffered, assumed or agreed to by one or more of the Assureds; (b) which result in no loss to the Assured; or (c) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of assurances provided.

3. Notice of Claim to be Given by Assured Claimant.

An Assured shall notify the Company promptly in writing in case any 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 such 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 such 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 rights 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, the Assured hereunder shall secure to the Company the right to prosecute or provide 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 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.
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 the indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5, and the Guarantee shall be surrendered to the Company 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 obligations 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 the 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 the 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 30 days thereafter.

13. 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 insured claimant 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: Old Republic National Title Insurance Company, 1408 North Westshore Boulevard, Suite 900, Tampa, Florida 33607, (612) 371-1111.



Lot Book Guarantee

Policy Issuing Agent For:
Old Republic National Title Insurance Company

File No.: 893423

Guarantee No.: SG-08021918
Reference No.:

Liability: \$1,000.00
Fee: \$75.00

1. Name of Insured: Galena-Benchmark Engineering
2. Date of Guarantee: December 1, 2025 7:00AM

The assurances referred to on the face page hereof are:

That, according to the Company's property records relative to the following described land (but without See Exhibit A attached hereto and made a part hereof.

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

Deed Type: Warranty Deed

Grantors: Judy L. Demetre, a single woman

Grantees: Matthew R. McNeal and Kathryn C. McNeal, husband and wife

Dated: March 26, 2013

Recorded Date: March 28, 2013

Instrument::[607747](#)

- A. There are no mortgages or deeds of trust which purport to affect title to said land, other than those shown below under Exceptions.

No guarantee is made regarding (a) matters affecting the beneficial interest of any mortgage or deed of trust which may be shown herein as an exception, or (b) other matters which may affect any such mortgage or deed of trust.

No guarantee is made regarding any liens, claims of lien, defects or encumbrances other than those specifically provided for above, and, if information was requested by reference to a street address, no guarantee is made that said land is the same and said address.

EXCEPTIONS:

1. First/Second Subsequent tax for the year 2024 are paid.
Parcel No.: RPK4N18018035B
Amount: \$5,389.92

2. General taxes for the year 2025, which are liens, the 1st half of which are now due and payable but not delinquent until December 20, 2025, and the 2nd half of which are not delinquent until June 20, 2026.
Parcel No: [RPK4N18018035B](#)
Amount: \$5,400.44
3. Reservations in United States Patent or State Deeds.
4. Water rights, claims or title to water, whether or not the matters are shown by the public records.
5. Rights of way for ditches, tunnels and telephone and transmission lines constructed by Authority of the United States, as granted to the United States under the provisions of Section 58-604 Idaho Code 1947.
6. Covenants, conditions, restrictions and easements as set forth on the plat.
Name of Plat: Lot 1A, Irby Subdivision
7. Terms, conditions, and provisions of an Easement Agreement:
Between: F. E. Barrett and Sue G. Barrett, husband and wife and George B. Saviers and Patricia P. Saviers, husband and wife
Recorded: August 5, 1955
Instrument No.: [106497](#)
8. Terms, conditions, and provisions of a Well User's Agreement:
Between: The Margaret H. Wayne Trust, Joy Prentice, Judy Demetre, Marina Zuetell, Beatrice Haemmerle, Fritz and Jim Johnston, Julie Slocum and Dick Dahlgren and Haemmerle, Haemmerle & Haemmerle
Recorded: February 21, 1990
Instrument No.: [316687](#)
9. Terms, conditions, and provisions of a Settlement Agreement:
Between: Carl Curtis, Jeanne Franks, The Vinagre Trust, by and through Gary E. and Linda M. Vinagre, Trustees, Robert and Marjolaine Renfro, William G. and Susan Pollock, Thomas H. "Bud" and Rita Ann Heaney, John T. and Jerry Ann Heaney, William H. and Ann S. Vanderbilt, Richard O. Dahlgren and Julie Slocum Dahlgren, Kathy Jeanne Hareah, Reli Louise Haemmerle, Fritz Xavier Haemmerle, Wilma Pace, Pamela Jean Rayborn, John D. Pace, Stella A.M. Keane, Carl E. and Susan Ley, Judy L. Demetre and the Estate of George B. Saviers, deceased, by and through its personal representative, Bob Stevens (Garnet St Neighbors) and the City of Ketchum
Recorded: July 15, 1997
Instrument No.: [403847](#)

10. Terms, conditions, and provisions of an Easement Agreement:
Between: Carl Curtis, a married man as his sole and separate property, Jeanne Franks, a single woman, The Vinagre Trust, by and through Gary E. and Linda M. Vinagre, Trustees, Robert and Marjolaine Renfro, husband and wife, William G. and Susan Pollock, husband and wife, Thomas H. "Bud" and Rita Ann Heaney, husband and wife, John T. and Jerry Ann Heaney, husband and wife, William H. and Ann S. Vanderbilt, husband and wife, Richard O. Dahlgren and Julie Slocum Dahlgren, husband and wife, Kathy Jeanne Harrah, a single woman, Reli Louise Hammerle, a single woman, Fritz Xavier Haemmerle, a married man as his sole and separate property, Wilma Pace, a single woman, Pamela Jean Rayborn, a married woman as her sole and separate property, John D. Pace, a married man as his sole and separate property, Stella A.M. Keane, a single woman, Carl E. and Susan Ley, husband and wife, Judy L. Demetre, a single woman and the Estate of George B. Saviers, deceased, by and through its personal representative, Bob Stevens, and the City of Ketchum
Recorded: December 5, 1997
Instrument No.: [408688](#)
11. Terms, conditions, and provisions of an Easement Agreement:
Between: Carl Curtis, a married man as his sole and separate property, The Estate of George B. Saviers, deceased, by and through its personal representative, Bob Stevens, Judy L. Demetre, a single woman and the City of Ketchum
Recorded: December 5, 1997
Instrument No.: [408689](#)
12. Terms, conditions, and provisions of an Easement Agreement:
Between: Judy L. Demetre, a single woman and Carl Curtis, a married man as his sole and separate property and The Estate of George B. Saviers, deceased, by and through its personal representative, Bob Stevens
Recorded: December 5, 1997
Instrument No.: [408690](#)
13. All matters, rights, easements, interests or claims as disclosed by Record of Survey
Recorded: November 18, 2009
Instrument No.: [572706](#)
- And Amended by Record of Survey
Recorded: May 12, 2010
Instrument No.: [577521](#)
14. A Deed of Trust to secure an indebtedness of \$625,500.00, and any other amounts as therein provided, payable under the terms, conditions, provisions and stipulations thereof.
Dated: January 25, 2021
Grantor: Matthew R. McNeal and Kathryn C. McNeal, husband and wife
Trustee: Blaine County Title
Beneficiary: Guaranteed Rate, Inc.
Recorded: December 9, 2021
Instrument No.: [678729](#)

Old Republic National Title Insurance Company
by Pioneer Title Company of Blaine County

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

Nick Busdon, Title Officer

EXHIBIT A

A parcel of land situate in Section 18, Township 4 North, Range 18 East, Boise Meridian, City of Ketchum, Blaine County, Idaho being more particularly described as follows:

Commencing at the West One-Sixteenth (W1/16) corner common to Section 18 and Section 19, Township 4 North, Range 18 East, B.M., being a brass cap by O.T. Hansen and proceeding North 00°52'00" West, 165.00 feet; thence North 89°08'00" East, 759.76 feet to a 5/8" rebar, P.L.S. 9561; thence North 26°45'03" West, 16.67 feet to a 5/8" rebar, P.L.S. 9561; thence South 89°02'53" East, 4.01 feet to a mag nail and brass tag, P.L.S. 9561; thence North 25°38'32" West, 74.10 feet to a 5/8" rebar, P.L.S. 9561 and the POINT OF BEGINNING;

Thence South 89°08'00" West, 65.54 feet to a 1/2" rebar, L.S. 4345;
Thence North 00°51'18" West, 82.43 feet to a 5/8" rebar, P.L.S. 9561;
Thence North 88°52'39" East, 154.89 feet to a 1/2" rebar, P.L.S. 9561;
Thence South 01°18'22" East, 83.12 feet to a 1/2" rebar, P.L.S. 9561;
Thence South 89°08'00" West, 90.00 feet to the POINT OF BEGINNING.

Also known as Tax Lot 8258

AND

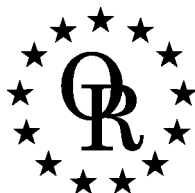
A parcel of land situate in Section 18, Township 4 North, Range 18 East, Boise Meridian, City of Ketchum, Blaine County, Idaho being more particularly described as follows:

Commencing at the west one-sixteenth (W1/16) corner common to Section 18 and Section 19, Township 4 North, Range 18 East, B.M., being a brass cap by O.T. Hansen and proceeding North 00°52'00" West, 165.00 feet; thence North 89°08'00" East, 759.76 feet to a 5/8" rebar, P.L.S. 9561 and the POINT OF BEGINNING;

Thence North 26°45'03" West, 16.67 feet to a 5/8" rebar, P.L.S. 9561;
Thence South 89°02'53" East, 4.01 feet to a mag nail and brass tag, P.L.S. 9561;
Thence North 25°38'32" West, 74.10 feet to a 5/8" rebar, P.L.S. 9561;
Thence North 89°08'00" East, 90.00 feet to a 1/2" rebar, P.L.S. 9561;
Thence South 00°48'02" East, 56.70 feet to a 1/2" rebar, P.L.S. 9561;
Thence South 13°51'46" West, 12.12 feet to a 1/2" rebar, P.L.S. 9561;
Thence South 00°46'35" West, 13.71 feet to a 5/8" rebar, P.L.S. 9561;
Thence South 89°08'00" West, 52.14 feet to the POINT OF BEGINNING.

Also known as Tax Lot 8259

Guarantee



SG-08021919

File Number: 893423

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.

Old Republic National Title Insurance Company, a Florida corporation, herein called the Company,
GUARANTEES

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

IN WITNESS WHEREOF, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the Guarantee to become valid when countersigned on Schedule A by an authorized officer or agent of the Company.

Issued by:

Policy Issuer:
PIONEER TITLE COMPANY
8151 W. RIFLEMAN STREET
BOISE, ID 83704-0000
PHONE: (208) 377-2700

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company

1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607

(612) 371-1111

www.oldrepublictitle.com

By

President

Attest

Secretary

Authorized Signatory

GUARANTEE CONDITIONS AND STIPULATIONS

1. Definition of Terms.

The following terms when used in the Guarantee mean:

- a. the "Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
- b. "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- c. "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- d. "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- e. "date": the effective date.

2. Exclusions from Coverage of this Guarantee.

The Company assumes no liability for loss or damage by reason of the following:

- (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
- (b)(1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water: whether or not the matters excluded by (1), (2) or (3) are shown by the public records.
- (c) Assurances to title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A)(C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, alleys, lanes, ways or waterways in which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
- (d)(1) Defects, liens, encumbrances, or adverse claims against the title, if assurances are provided as to such title, and as limited by such assurances.
- (2) Defects, liens, encumbrances, adverse claims or other matters (a) whether or not shown by the public records, and which are created, suffered, assumed or agreed to by one or more of the Assureds; (b) which result in no loss to the Assured; or (c) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of assurances provided.

3. Notice of Claim to be Given by Assured Claimant.

An Assured shall notify the Company promptly in writing in case any 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 such 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 such 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 rights 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, the Assured hereunder shall secure to the Company the right to prosecute or provide 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 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.
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 the indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5, and the Guarantee shall be surrendered to the Company 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 obligations 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 the 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 the 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 30 days thereafter.

13. 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 insured claimant 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: Old Republic National Title Insurance Company, 1408 North Westshore Boulevard, Suite 900, Tampa, Florida 33607, (612) 371-1111.



Judgment and Tax Lien Guarantee

Policy Issuing Agent For:
Old Republic National Title Insurance Company

File No.: 893423

Guarantee No.: SG-08021919
Reference No.:

Liability: \$1,000.00
Fee: \$50.00

1. Name of Insured: Galena-Benchmark Engineering
2. Date of Guarantee: December 1, 2025 at 7:00AM

The assurances referred to on the face page hereof are:

That according to the public records of Blaine County, Idaho and the Secretary of State for a period of 10 years immediately prior to the date hereof, there are no

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

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

The parties referred to in this guarantee are as follows:

Matthew R. McNeal and Kathryn C. McNeal

EXCEPTIONS:

1. N/A

Old Republic National Title Insurance Company
by Pioneer Title Company of Blaine County

Nick Busdon, Title Officer



Instrument # 607747

HAILEY, BLAINE, IDAHO
03-28-2013 9:00:50 AM No. of Pages: 2
Recorded for: BLAINE COUNTY TITLE
JOLYNN DRAGE Fee: \$13.00
Ex-Officio Recorder Deputy: SG
Electronically Recorded by Simplifile

WARRANTY DEED

FOR VALUE RECEIVED

Judy L. Demetre, a single woman

GRANTOR(S), hereby grants, bargains, sells, conveys and warrants unto

Matthew R. McNeal and Kathryn C. McNeal, husband and wife

GRANTEE(S), whose current address is: PO Box 5465, Ketchum, ID 83340

the following described premises, to wit:

See "Exhibit A" attached hereto

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, their 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 said premises are free from all encumbrances and that the Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated this 26th day of March, 2013.

Judy L. Demetre
Judy L. Demetre

STATE OF Idaho)
) ss.
COUNTY OF Blaine)

On this 26th day of March, 2013, before me, the undersigned, a Notary Public, in and for said State, personally appeared **Judy L. Demetre** known to me, and/or identified to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.
WITNESS MY HAND AND OFFICIAL SEAL.

[Signature]
Notary Public
Residing at Ketchum
My commission expires: 7.26.2017

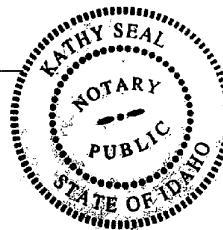


Exhibit A
LEGAL DESCRIPTION

Order No.: 21318176

A parcel of land situate in Section 18, Township 4 North, Range 18 East, Boise Meridian, City of Ketchum, Blaine County, Idaho being more particularly described as follows:

Commencing at the West One-Sixteenth (W1/16) corner common to Section 18 and Section 19, Township 4 North, Range 18 East, B.M., being a brass cap by O.T. Hansen and proceeding North 00°52'00" West, 165.00 feet; thence North 89°08'00" East, 759.76 feet to a 5/8" rebar, P.L.S. 9561; thence North 26°45'03" West, 16.67 feet to a 5/8" rebar, P.L.S. 9561; thence South 89°02'53" East, 4.01 feet to a mag nail and brass tag, P.L.S. 9561; thence North 25°38'32" West, 74.10 feet to a 5/8" rebar, P.L.S. 9561 and the POINT OF BEGINNING;
Thence South 89°08'00" West, 65.54 feet to a 1/2" rebar, L.S. 4345;
Thence North 00°51'18" West, 82.43 feet to a 5/8" rebar, P.L.S. 9561;
Thence North 88°52'39" East, 154.89 feet to a 1/2" rebar, P.L.S. 9561;
Thence South 01°18'22" East, 83.12 feet to a 1/2" rebar, P.L.S. 9561;
Thence South 89°08'00" West, 90.00 feet to the POINT OF BEGINNING. (Tax Lot 8258)

AND

A parcel of land situate in Section 18, Township 4 North, Range 18 East, Boise Meridian, City of Ketchum, Blaine County, Idaho being more particularly described as follows:

Commencing at the west one-sixteenth (W1/16) corner common to Section 18 and Section 19, Township 4 North, Range 18 East, B.M., being a brass cap by O.T. Hansen and proceeding North 00°52'00" West, 165.00 feet; thence North 89°08'00" East, 759.76 feet to a 5/8" rebar, P.L.S. 9561 and the POINT OF BEGINNING;
Thence North 26°45'03" West, 16.67 feet to a 5/8" rebar, P.L.S. 9561;
Thence South 89°02'53" East, 4.01 feet to a mag nail and brass tag, P.L.S. 9561
Thence North 25°38'32" West, 74.10 feet to a 5/8" rebar, P.L.S. 9561;
Thence North 89°08'00" East, 90.00 feet to a 1/2" rebar, P.L.S. 9561;
Thence South 00°48'02" East, 56.70 feet to a 1/2" rebar, P.L.S. 9561;
Thence South 13°51'46" West, 12.12 feet to a 1/2" rebar, P.L.S. 9561;
Thence South 00°46'35" West, 13.71 feet to a 5/8" rebar, P.L.S. 9561
Thence South 89°08'00" West, 52.14 feet to the POINT OF BEGINNING. (Tax Lot 8259)

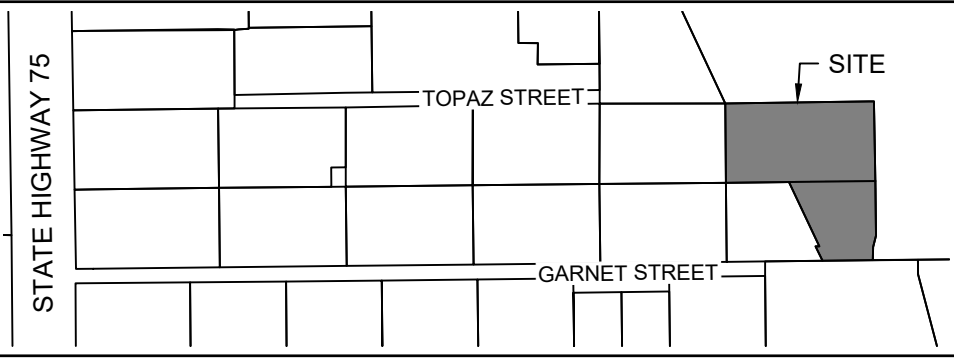
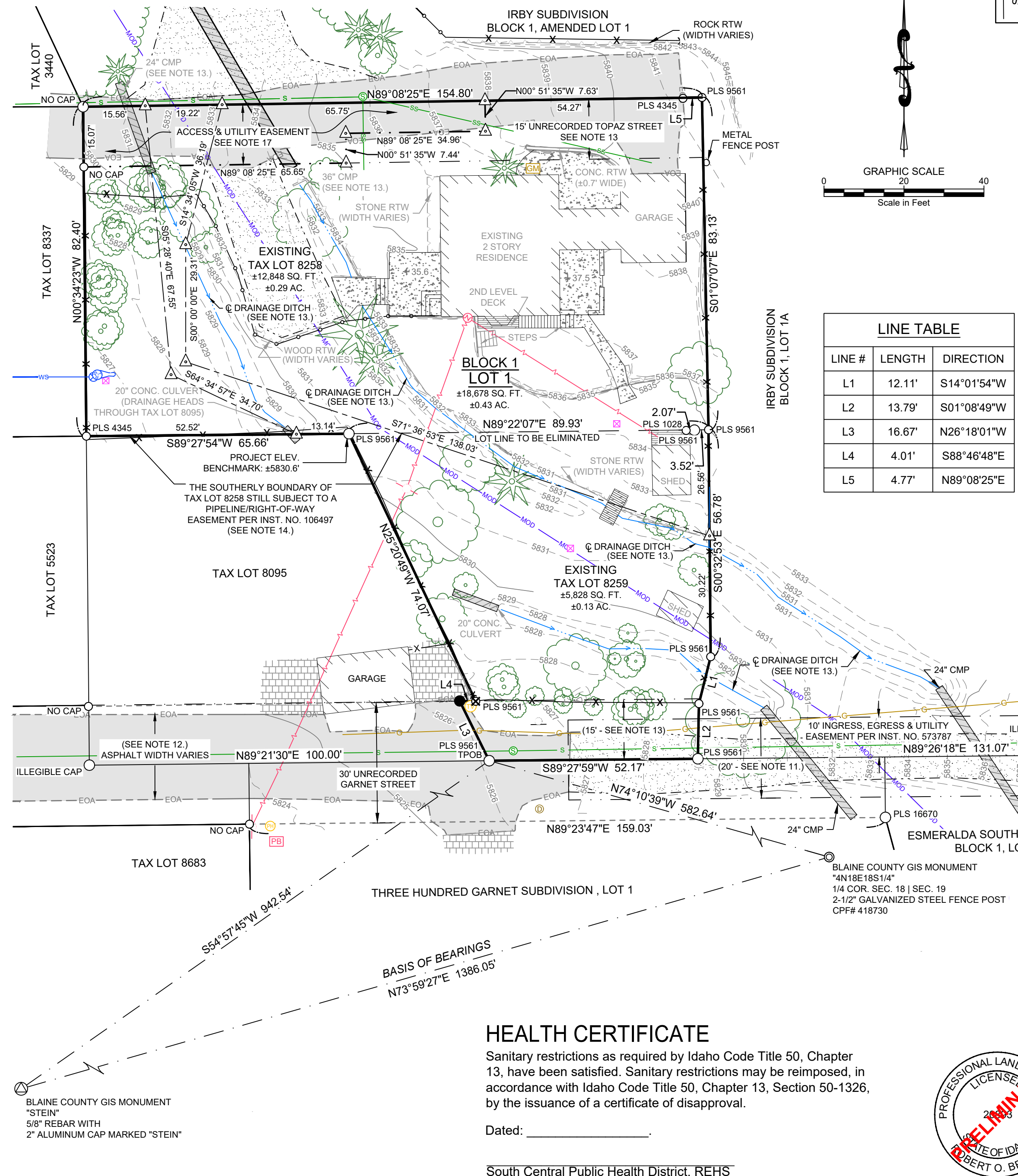
Attachment 2

Lot Consolidation Preliminary Plat

A PRELIMINARY PLAT SHOWING
MCNEAL SUBDIVISION
WHEREIN THE BOUNDARY COMMON TO TAX LOTS 8258 & 8259 IS ELIMINATED.
LOCATED WITHIN T.4N., R.18E., SECTION 18, B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
AUGUST 2026

SURVEY NARRATIVE & NOTES

1. THE PURPOSE OF THIS MAP IS TO SHOW LIMITED SITE INFORMATION AS IT EXISTED ON THE DATE THE FIELD SURVEY WAS PERFORMED IN RELATION TO PLATTED LOT LINES. CHANGES MAY HAVE OCCURRED TO SITE CONDITIONS SINCE SURVEY DATE. LOT LINES ARE BASED ON FOUND MONUMENTS. ALL FOUND MONUMENTS WERE ACCEPTED AS EITHER ORIGINAL CORNERS, OR REPLACEMENTS OF ORIGINAL CORNERS. THE MISSING MONUMENT TO BE SET FOR UPCOMING FINAL PLAT WAS REESTABLISHED USING A DISTANCE-DISTANCE INTERSECTION.
2. REFERENCED DOCUMENTS USED IN THE COURSE OF THE SURVEY:
2.A. RECORD OF SURVEY, INST. NO. 386100
2.B. PLAT OF ESMERALDA SUBDIVISION, INST. NO. 386969;
2.C. RECORD OF SURVEY, INST. NO. 498444;
2.D. PLAT OF REVISED TAX LOTS 2420 & 2421, INST. NO. 550785;
2.E. RECORD OF SURVEY, TAX LOTS 2426 & 8096, INST. NO. 572706;
2.F. RECORD OF SURVEY, TAX LOTS 2426 & 8096, INST. NO. 577521;
2.G. PLAT OF IRBY SUBDIVISION: LOT 1, INST. NO. 573787;
2.H. PLAT OF ESMERALDA SOUTH SUBDIVISION: LOT 1B, INST. NO. 583117;
2.I. PLAT OF THREE HUNDRED GARNET SUBDIVISION: LOT 1, INST. NO. 583118;
2.J. PLAT OF LOT 1A, IRBY SUBDIVISION, INST. NO. 588845;
2.K. RECORD OF SURVEY, INST. NO. 652396;
2.L. RECORD OF SURVEY OF A PORTION OF LOT 2, BLOCK 1, ESMERALDA SOUTH SUBDIVISION INST. NO. 679252;
2.M. RECORD OF SURVEY OF LOT 1B, BLOCK 1, ESMERALDA SOUTH SUBDIVISION, INST. NO. 694628;
2.N. RECORD OF SURVEY, INST. NO. 706238;
2.O. WARRANTY DEED, INST. NO. 607747;
- RECORDS OF BLAINE COUNTY, IDAHO.
3. DISTANCES SHOWN HEREON ARE MEASURED. FOR RECORD DIMENSIONS, SEE REFERENCED SURVEYS AND/OR WARRANTY DEED.
4. BASIS OF BEARINGS IS IDAHO STATE PLANE COORDINATE SYSTEM, NAD83, CENTRAL ZONE AS DERIVED BY GPS OBSERVATIONS. ALL DISTANCES SHOWN ARE GROUND DISTANCES IN FEET.
5. VERTICAL DATUM: ELEVATIONS BASED ON NAVD 88 (GEOID18) DATUM UTILIZING SMARTNET CORS STATION IDKM. SEE PROJECT ELEVATION BENCHMARK.
6. A TITLE POLICY LOT BOOK REPORT ON THE SUBJECT PROPERTY WAS SUBMITTED TO GALENA-BENCHMARK ENGINEERING BY PIONEER TITLE COMPANY, FILE NO. 893423, GUARANTEE NO. SG-08021918, DATED DECEMBER 4TH, 2025. CERTAIN INFORMATION CONTAINED WITHIN SAID POLICY MAY NOT APPEAR ON THIS MAP BUT MAY AFFECT ITEMS SHOWN ON THIS MAP.
7. BUILDING SETBACK AND FOOTPRINT REQUIREMENTS ARE PER CURRENT CITY/COUNTY ORDINANCES. IT IS RECOMMENDED THAT SAID ORDINANCES BE REVIEWED PRIOR TO DESIGN.
8. CURRENT CITY OF KETCHUM ZONING: LR.
9. BOUNDARY LINES AND CERTAIN EASEMENTS SHOWN HEREON ARE PER PREVIOUS PLATS, SURVEYS AND RECORDS FILED WITH THE OFFICE OF THE BLAINE COUNTY RECORDER. REFER TO PLATS, SURVEYS, RECORDS AND CC&R'S FOR CONDITIONS AND/OR RESTRICTIONS REGARDING THIS PROPERTY.
10. THE PROPERTY SHOWN HEREON MAY BE SUBJECT TO A WELL USER'S AGREEMENT, INST. NO. 316687, RECORDS OF BLAINE COUNTY.
11. A SETTLEMENT AGREEMENT PER INST. NO. 403847, RECORDS OF BLAINE COUNTY, RECITES "A STRIP OF LAND TWENTY (20) FEET" - "THE UNPAVED, OR GRAVELED, PORTION OF GARNET STREET", "FROM THE EAST END OF THE PAVED PORTION OF SAID STREET", "THEN EASTWARD, SHALL BE DEEMED A PRIVATE DRIVEWAY". THE LOCATION OF THE EXISTING UNPAVED PORTION OF GARNET STREET MAY NOT COINCIDE WITH THE UNPAVED PORTION DELINEATED AT THE TIME OF THE WRITING OF SAID EASEMENT. SAID UNPAVED STRIP OF LAND IS ALSO SUBJECT TO PRIVATE DRIVEWAY AND UTILITY EASEMENT AGREEMENTS, INST. NO.'S 408689, 408690, AND 408691, RECORDS OF BLAINE COUNTY.
12. AN EASEMENT AGREEMENT PER INST. NO. 408688, RECORDS OF BLAINE COUNTY, RECITES A STRIP OF LAND "DELINEATED BY EXISTING ASPHALT PAVEMENT" FOR THE USE OF "THE PAVED PORTION OF GARNET STREET" AS A PUBLIC ROAD AND PLACEMENT OF PUBLIC UTILITIES. THE WIDTH AND LOCATION OF THE EXISTING ASPHALT MAY NOT COINCIDE WITH THE ASPHALT DELINEATED AT THE TIME OF THE WRITING OF SAID EASEMENT.
13. PRESCRIPTIVE USE EASEMENTS MAY EXIST ON THIS PROPERTY FOR TOPAZ STREET AND GARNET STREET PUBLIC UTILITIES, AND DITCHES/CANALS. THE VALIDITY OF PROBABLE PRESCRIPTIVE EASEMENTS SHOWN ON OTHER SURVEY MAPS/PLATS IS UNCLEAR TO THE SURVEYOR.
14. GENERAL RESTRICTIONS : EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS MAP, THIS SURVEY DOES NOT PURPORT TO REFLECT ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT OF REAL ESTATE: EASEMENTS, OTHER THAN THOSE SHOWN OR LISTED HEREON, BUILDING SETBACK LINES, RESTRICTIVE COVENANTS, SUBDIVISION RESTRICTIONS, ZONING, WETLANDS, AVALANCHE OR ANY OTHER LAND-USE REGULATIONS OR HAZARDS.
15. UNDERGROUND UTILITY LINES ARE PER SURFACE EVIDENCE, PAINT MARKS BY OTHERS AND/OR CITY OF KETCHUM UTILITY MAPS WHERE SHOWN . OTHER UNDERGROUND UTILITIES MAY EXIST. LOCATION OF UNDERGROUND UTILITIES AND SERVICES SHOULD BE CONFIRMED PRIOR TO EXCAVATION OR DESIGN.
16. CONTOUR INTERVAL: 1'.
17. A PUBLIC ACCESS AND UTILITY EASEMENT IS GRANTED, AS SHOWN HEREON.
18. A 10 WIDE CANAL/DITCH MAINTENANCE EASEMENT TO BENEFIT THE WATER RIGHT HOLDER IS GRANTED, ALONG THE EXISTING UNDERGROUND PIPE, AS SHOWN HEREON.



VICINITY MAP
(NOT TO SCALE)

LEGEND

- PROPERTY LINE
 - ADJOINER'S LOT LINE
 - LOT LINE TO BE ELIMINATED
 - BLAINE COUNTY G.I.S. TIE LINE
 - TIE LINE
 - ACCESS AND UTILITY EASEMENT (SEE NOTE 17)
 - CENTERLINE OF 10' WIDE CANAL/DITCH EASEMENT (SEE NOTE 18)
 - EXISTING EASEMENT (TYPE AND WIDTH AS NOTED - SEE NOTES)
 - MOUNTAIN OVERLAY DISTRICT PER CITY OF KETCHUM ZONING
 - 5' CONTOUR INTERVAL
 - 1' CONTOUR INTERVAL
 - TREE BOUNDARY
 - FLOW LINE DRAINAGE DITCH, (SEE NOTES)
 - WOOD FENCE
 - WIRE FENCE
 - BUILDING
 - 2ND LEVEL DECK
 - WOOD FOOT BRIDGE
 - ASPHALT
 - CONCRETE SIDEWALKS/PATIOS
 - GRAVEL DRIVE
 - PAVERS
 - RETAINING WALLS (AS NOTED)
 - BURIED GAS LINE PER PAINT MARKS BY OTHERS
 - OVERHEAD POWER LINE PER POWER POLES
 - SEWER MAIN PER MANHOLES
 - SEWER SERVICE PER KETCHUM UTILITY MAPS
 - WATER SERVICE LINE PER KETCHUM UTILITY MAPS
 - CULVERTS/DRAINAGE PIPES
 - FOUND 5/8" REBAR WITH ALUMINUM CAP (MARKED AS NOTED)
 - FOUND STEEL FENCE POST MONUMENT (AS NOTED)
 - FOUND 5/8" REBAR (MARKED AS NOTED)
 - FOUND 1/2" REBAR (MARKED AS NOTED)
 - FOUND MAG NAIL & WASHER (MARKED PLS9561)
 - SET 5/8" REBAR W/ CAP MARKED "PLS 20893"
 - CALCULATED POINT, NOT SET
 - WATER METER
 - FIRE HYDRANT
 - FROST FREE HYDRANT
 - WATER VALVE
 - VALVE BOX
 - SIGN
 - FENCE POST
 - GAS METER
 - CABLE TV RISER
 - TELEPHONE RISER
 - POWER POLE
 - POWER BOX
 - POWER METER
 - SEWER MANHOLE
 - DRY WELL
 - ROCK
 - DECIDUOUS TREE
 - CONIFEROUS TREE
- TPOB = TRUE POINT OF BEGINNING
CMP = CORRUGATED METAL PIPE
RTW = RETAINING WALL
CONC = CONCRETE

HEALTH CERTIFICATE

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

Dated: _____

South Central Public Health District, REHS



A PRELIMINARY PLAT SHOWING:
MCNEAL SUBDIVISION

GALENA-BENCHMARK ENGINEERING
KETCHUM, IDAHO

Attachment 3

Draft

City Council

Findings of Fact, Conclusions of Law, and
Decision



IN RE:)
)
330 Topaz Street Residence) KETCHUM CITY COUNCIL
Lot Consolidation Preliminary Plat) FINDINGS OF FACT, CONCLUSIONS OF LAW, AND
) DECISION
Application File Number: 26-KET-00135)
)
)
Date: August 13, 2026)

PROJECT: 330 Topaz Street Residence

FILE NUMBER: 26-KET-00135

APPLICATION TYPE: Lot Consolidation Preliminary Plat

ASSOCIATED APPLICATIONS: Mountain Overlay Design Review 26-KET-00126,
Preapplication Mountain Overlay Design Review P26-001

PROPERTY OWNER: Matthew & Kathryn McNeal

ARCHITECT: Gretchen Wagner, AIA, Scape Design Studio

REQUEST: Lot Consolidation Preliminary Plat to consolidate Tax Lots 8258
and 8259 into one parcel, with requested Subdivision
Exceptions to permit lot consolidation in the LR Zone and a
resulting double-frontage lot.

LOCATION: 330 Topaz Street (Tax Lots 8258 & 8259)

ZONING: Limited Residential (LR)

OVERLAY: Mountain Overlay

RECORD OF PROCEEDINGS

The City of Ketchum Planning and Zoning Commission (Commission) reviewed the Preapplication Mountain Overlay Design Review (Application File No. P26-001) on May 7, 2026. The applicant submitted the complete final Mountain Overlay Design Review application (Application File No. 26-KET-00126) on May 11, 2026, and the complete Lot Consolidation Preliminary Plat application (Application File No. 26-KET-00135) on May 19, 2026.

The Commission held a combined public hearing on both applications on June 17, 2026. The Commission unanimously approved the Mountain Overlay Design Review and recommended that

the City Council approve the Preliminary Plat and requested Subdivision Exceptions, subject to conditions. The Commission adopted its Findings of Fact, Conclusions of Law, and Decisions on July 16, 2026.

The Ketchum City Council (Council) held a public hearing and considered the Lot Consolidation Preliminary Plat application on August 13, 2026. A public hearing notice was mailed to all property owners within 300 feet of the project site on July 22, 2026. The notice was published in the Idaho Mountain Express on July 22, 2026. A notice was posted on the city's website on July 29, 2026 and on the project site on August 6, 2026.

FINDINGS OF FACT

Having reviewed the entire project record, provided the required notice, and conducted the public hearing, the Council makes the following Findings of Fact, Conclusions of Law, and Decision.

Project and Existing Conditions

The applicant submitted a Lot Consolidation Preliminary Plat application to consolidate Tax Lots 8258 and 8259 at 330 Topaz Street into one approximately 18,678-square-foot parcel. The property is located in the Limited Residential (LR) Zoning District and Mountain Overlay (MO) District.

The consolidation is associated with the demolition of the existing residence and construction of a new two-story, approximately 5,823-square-foot single-family residence and related site improvements approved by the Planning and Zoning Commission through Mountain Overlay Design Review Application File No. 26-KET-00126.

Lot consolidations are processed as major subdivisions. In the LR Zone, a lot consolidation requires approval of a Subdivision Exception pursuant to LDC §16.07.080.A.1.b(5). The resulting parcel will also have frontage along both Topaz and Garnet streets; therefore, the applicant requests a second Subdivision Exception from the prohibition against creating double-frontage lots in LDC §16.06.050.A.4. Consistent with LDC §16.07.080.A.1.c(2)(B), the Preliminary Plat application was submitted concurrently with the Mountain Overlay Design Review application.

Tax Lot 8258 is developed with an existing single-family residence constructed in approximately 1930. Two accessory structures are located on Tax Lot 8259. The two tax lots are under common ownership and have historically functioned as one residential property.

Comprehensive Plan Consistency

Pursuant to LDC §16.07.080.A.1.d(1)(A), the Preliminary Plat must be consistent with the Comprehensive Plan.

The property is designated Low-Density Residential (LDR) on the Future Land Use Map of the 2025 Cohesive Ketchum Comprehensive Plan. The LDR Future Vision anticipates predominantly single-family residential neighborhoods with densities of approximately one to five dwelling units per acre. It further states that these neighborhoods are not intended to change significantly while supporting efficient use of available land.

The proposal retains the property's single-family residential use and does not increase density or development potential. Instead, it reduces the number of developable parcels from two to one and eliminates an existing substandard lot.

The proposal also advances the following Comprehensive Plan policies:

- Policy BNE-1.1—Growth Management, which supports context-sensitive infill and redevelopment where supported by the Future Land Use Plan and available services;
- Policy BNE-1.2—Neighborhood Characteristics, which calls for reinforcing the distinct characteristics of Ketchum's neighborhoods;
- Policy BNE-1.5—Context-Sensitive Development, which directs infill and redevelopment to respond to surrounding development, site features, mountain views, and natural features; and
- Policy BNE-2.2—Hillside Protections, which directs the City to protect hillsides through implementation of the Mountain Overlay standards.

The property is within an established residential neighborhood and has previously been disturbed by the existing residence, accessory structures, grading, landscaping, irrigation conveyances, and roadway improvements. The property contains no slopes exceeding 25 percent, and the approved development does not extend into previously undisturbed hillside areas. As approved through Mountain Overlay Design Review, the project concentrates development within the most suitable and previously disturbed portion of the property, removes an existing residence that encroaches into the required uphill setback, removes unnecessary pavement, and regrades and revegetates previously disturbed areas.

The Council finds that the Preliminary Plat is consistent with the LDR Future Vision and Policies BNE-1.1, BNE-1.2, BNE-1.5, and BNE-2.2 of the 2025 Comprehensive Plan.

Lot Consolidation Preliminary Plat

The Preliminary Plat consolidates Tax Lots 8258 and 8259 into one approximately 18,678-square-foot parcel. The consolidation formalizes the property's existing use as one residential site and eliminates the internal property line between the tax lots.

The internal property line would otherwise cause the approved residence to encroach into the LR Zone's required 20-foot rear setback. Following consolidation, the residence will be approximately 89 feet 10 inches from the rear property line along Garnet Street, substantially exceeding the minimum setback.

The property is constrained by existing roadway and irrigation infrastructure. Topaz Street crosses the northern portion of Tax Lot 8258, and portions of the property are used for roadway maintenance, drainage, snow storage, snowplow operations, and emergency-vehicle turnaround. The southern boundary of Tax Lot 8259 extends into Garnet Street. The McCoy (Weyyakin) and Reinheimer irrigation conveyances also cross the property.

The applicant submitted a revised Preliminary Plat depicting and dimensioning the easement required for fire apparatus, emergency services, snowplow operations, and roadway maintenance at the Topaz Street turnaround. The final locations and dimensions of easements associated with the relocated irrigation conveyances remain subject to engineering review and must be shown on the Final Plat as required by the conditions of approval.

The Council finds that the Preliminary Plat:

- Is consistent with the Comprehensive Plan and applicable subdivision and zoning standards;
- Provides adequate access and utility service;
- Concentrates development within the most suitable and previously disturbed portion of the property;
- Conforms to the approved Mountain Overlay Design Review; and
- Creates a more conforming parcel by eliminating a substandard lot and establishing one parcel capable of accommodating development consistent with current zoning standards.

Subdivision Exceptions

Lot consolidation in the LR Zone requires a Subdivision Exception pursuant to LDC §16.07.080.A.1.b(5). The applicant also requests an exception from LDC §16.06.050.A.4 because the consolidated parcel will have frontage along both Topaz and Garnet streets.

Under LDC §16.07.080.D.4, the Council must consider whether special physical characteristics or conditions affecting the property would make literal enforcement of the subdivision standards an undue hardship not caused by the subdivider and whether the requested exceptions would be detrimental to public welfare, health, or safety or injurious to property owners in the immediate area.

Tax Lot 8259 contains approximately 5,828 square feet, which is 3,172 square feet less than the LR Zone's minimum lot area of 9,000 square feet. Its independent development potential is further constrained by the irrigation conveyances, the portion of Garnet Street extending onto the property, and restrictions on vehicular access from the unpaved portion of Garnet Street.

A 1997 Settlement Agreement, recorded as Instrument No. 403847, governs the adjoining unpaved portion of Garnet Street. The agreement designates this segment as a private driveway, limits its use to the properties identified in the agreement, prohibits access by additional lots, and prohibits changes to the driveway's width, grade, or surface. Staff reviewed the recorded agreement and related property records following the Commission's review and determined that Tax Lot 8259 is not among the properties authorized to use the private driveway. Accordingly, although Tax Lot 8259 has frontage along Garnet Street, the record does not establish a corresponding right of vehicular access from the unpaved portion of that street.

Consolidation eliminates the need to establish separate access to Tax Lot 8259 because the resulting parcel will continue to be served from Topaz Street. A condition of approval requires the Final Plat to prohibit vehicular access from Garnet Street.

The consolidation reduces the number of developable parcels from two to one and eliminates the ability to develop Tax Lot 8259 independently. The consolidation does not create an additional parcel or increase the number of independently developable lots. Instead, it reduces the number of legal parcels from two to one and eliminates the independent development potential of Tax Lot 8259. Instead, it eliminates a substandard parcel and supports a coordinated site design that minimizes grading, site disturbance, utility extensions, and access improvements.

The substandard size and existing configuration of Tax Lot 8259, the roadway and irrigation infrastructure crossing the property, and the restrictions affecting access from Garnet Street predate the current application and are not the result of actions by the applicant.

Based on these facts, the Council finds that:

1. Special physical characteristics and conditions affect the property, and literal enforcement of the applicable subdivision standards would result in undue hardship not caused by the applicant;
2. The requested exceptions will eliminate a substandard parcel, reduce future development potential, and support a coordinated site design without creating additional development or access rights; and
3. Subject to the conditions of approval, the requested exceptions will not be detrimental to public welfare, health, or safety or injurious to property owners in the immediate area.

The Council therefore concludes that both requested Subdivision Exceptions satisfy LDC §16.07.080.D.4.

FINDINGS REGARDING COMPLIANCE WITH PRELIMINARY PLAT CRITERIA

Preliminary Plat Review Criteria (LDC §16.07.080.A.1.d)		
Land Development Code Section	Preliminary Plat Review Criteria & Council Findings	
16.07.080.A.1.d(1)(A)	The Preliminary Plat is consistent with the Comprehensive Plan.	Conformance YES
Council Findings	The proposed lot consolidation is consistent with the Comprehensive Plan because it eliminates a substandard lot, reduces the number of legal development parcels from two to one, and results in a more conforming parcel configuration. The proposal does not increase allowable density, building coverage, or development potential. Instead, the lot consolidation facilitates redevelopment of the property in a manner that complies with applicable setback requirements while maintaining consistency with neighborhood character, orderly development patterns, and the hillside protection objectives of the Comprehensive Plan.	
16.07.080.A.1.d(1)(B)	The Preliminary Plat complies with the standards in Chapter 16.06, Subdivision.	Conformance YES
Council Findings	Compliance with applicable subdivision standards is evaluated in the following table.	
16.07.080.A.1.d(1)(C)	The Preliminary Plat complies with the applicable zoning district standards.	Conformance YES
Council Findings	The consolidated parcel will continue to comply with the dimensional standards of the LR Zone including minimum lot area, setbacks, building coverage, and building height.	
16.07.080.A.1.d(1)(D)	The Preliminary Plat complies with the use, dimensional, design, and development standards in this Code.	Conformance YES
Council Findings	The associated Mountain Overlay Design Review application demonstrates compliance with applicable zoning, development, and design standards.	
16.07.080.A.1.d(1)(E)	The Preliminary Plat provides a layout of lots, streets, blocks, driveways, utilities, drainage, and other public facilities and	Conformance YES

	services designed to minimize the amount of disturbance to sensitive areas and/or community assets.	
Council Findings	The application consolidates two existing lots into a single parcel, eliminating a substandard lot and reducing future development potential. Development remains concentrated within previously disturbed portions of the site and minimizes additional disturbance to the property.	
16.07.080.A.1.d(1)(F)	The Preliminary Plat provides evidence of public water and sewer system connections.	Conformance YES
Council Findings	The property is served by existing municipal water and sewer infrastructure.	
16.07.080.A.1.d(1)(G)	The Preliminary Plat identifies and adequately mitigates known natural hazard areas.	Conformance YES
Council Findings	The property is not located within the Avalanche Overlay District or a mapped floodplain, and the submitted survey does not identify slopes exceeding 25 percent. The associated Mountain Overlay Design Review addressed grading, drainage, emergency access, vegetation disturbance, and other site-development considerations. The Council finds that the Preliminary Plat identifies and adequately addresses the natural-hazard conditions applicable to the property.	
16.07.080.A.1.d(2)	Additional Criteria for Lot Consolidation: All Preliminary Plat applications for lot consolidation must also demonstrate conformance with all applicable Building Permit and land use development approvals.	Conformance YES
Council Findings	The Lot Consolidation Preliminary Plat was reviewed concurrently with the Mountain Overlay Design Review application for redevelopment of the property with a new single-family residence. The Commission approved the Mountain Overlay Design Review on June 17, 2026, and adopted its Findings of Fact, Conclusions of Law, and Decision on July 16, 2026. The proposed lot consolidation conforms to that approval by eliminating the internal property line that would otherwise cause the approved residence to encroach into the required rear setback. The lot consolidation does not increase allowable density, development potential, or building coverage. Rather, it eliminates an internal lot line that would otherwise result in a setback encroachment, removes a longstanding substandard lot, and establishes a single parcel capable of accommodating development in compliance with current zoning standards. The Council finds that the proposed lot consolidation is consistent with applicable land use approvals and development standards and supports orderly development of the property consistent with the Comprehensive Plan and Land Development Code.	

FINDINGS REGARDING COMPLIANCE WITH SUBDIVISION DEVELOPMENT DESIGN STANDARDS

Development and Design Standards (LDC §16.06.050)		
Land Development Code Section	Development and Design Standards & Council Findings	
16.06.050.A Lot Requirements	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.	Conformance YES

	2. Corner lots outside of the original Ketchum Townsite shall have a property line curve or corner of a minimum radius of 25 feet unless a longer radius is required to serve an existing or future use. 3. Side lot lines shall be within 20 degrees to a right angle or radial line to the street line. 4. Double frontage lots shall not be created. 5. Every lot in a subdivision shall have a minimum of 20 feet of frontage on a dedicated public street or legal access via an easement of 20 feet 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. 6. In the LR-1 District, the maximum density of a single development is one dwelling unit per acre of gross land area of less than 25 percent slope.	
Council Findings	The proposed subdivision consolidates two existing tax lots into a single lot and does not create any additional development parcels. The resulting lot will comply with the dimensional requirements of the Limited Residential (LR) zoning district, including minimum lot size and width requirements. Consolidation eliminates an existing substandard lot and results in a more functional parcel configuration. The proposed lot configuration is compatible with the surrounding pattern of residential development and will accommodate the approved residence and associated site improvements while maintaining required setbacks and preserving solar access to adjacent properties. The subject property is not a corner lot requiring a 25-foot corner radius, and the side lot lines of the proposed lot comply with applicable subdivision standards. The resulting parcel will have frontage along both Topaz Street and Garnet Street, constituting a double-frontage lot. The applicant has requested an exception to the prohibition on double-frontage lots. The Council finds the exception is warranted because the application consolidates existing lots rather than creating a new double-frontage condition, reduces future development potential by combining two lots into one parcel, and supports a coordinated site design that minimizes the need for additional access improvements. As discussed in the Council Findings of the subdivision exception request, approval of the exception is consistent with the purposes of the subdivision regulations. The proposed lot has substantially more than the required 20 feet of frontage and legal access is provided from Topaz Street. Any required easements associated with access and maintenance will be recorded prior to or concurrent with recordation of the final plat. The property is not located within the LR-1 zoning district; therefore, subsection (6) is not applicable. The Council finds the proposed lot consolidation complies with the applicable lot requirements of Section 16.06.050.A, subject to approval of the requested subdivision exception for the resulting double-frontage lot.	
16.06.050.B Building Envelopes	1. Building envelopes shall be shown on preliminary and Final Plats when a proposed subdivision includes lot(s): a. In whole or in part, within the floodplain; b. That contain land with a slope in excess of 25 percent, based upon natural contours; or	Conformance N/A

	c. Create corner lots at the intersection of two or more streets. 2. The building envelopes shall be located in a manner designed to promote orderly and logical development of structures, minimize congestion of structures, and provide open space and solar access for each lot and structure. 3. 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. 4. Structures may only be built on buildable lots as defined in §16.08.020. Building envelopes shall be established outside of hillsides of 25 percent and greater and outside of the floodway. A Subdivision Exception to this standard may only be considered for the following: a. For parcels that are entirely within slopes of 25 percent or greater to create a reasonable building envelope, provided the Mountain Overlay District standards and all other City requirements are met. b. For small encroachments into or over isolated pockets of land with a slope of 25 percent or greater that are found to be in compliance with the purposes and standards of the Mountain Overlay District and this section.	
Council Findings	The proposed subdivision consolidates two existing lots into a single parcel and does not create any new development lots. Review of the submitted survey and preliminary plat indicates the property does not contain slopes exceeding 25 percent, is not located within a floodplain, and does not create a corner lot at the intersection of two or more streets. Therefore, a building envelope is not required pursuant to Section 16.06.050.B.1. Although a building envelope is not required, the proposed lot configuration supports orderly and logical development of the property, provides adequate access from Topaz Street, and accommodates the approved residential development while preserving open space and minimizing impacts to surrounding properties. The proposed lot consolidation does not create constraints related to access, utilities, drainage, or site development and is consistent with the purposes of the subdivision regulations.	
16.06.050.C 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 1,200 feet, nor less than 400 feet between the street intersections, and shall have sufficient depth to provide for two 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 75-foot radius from the intersection of the streets.	Conformance N/A

Council Findings	The proposed application is a lot consolidation that combines two existing lots into a single parcel and does not create any new blocks, streets, or development lots. As no new block structure is proposed, the standards governing block length, width, depth, and configuration are generally not applicable to the project.	
16.06.050.D Street Improvement Requirements	1. The arrangement, character, extent, width, grade, and location of all streets put in the proposed subdivision shall be considered in their relation to existing and planned streets, topography, public convenience and safety, and the proposed uses of the land; 2. All streets shall be constructed to meet or exceed the criteria and standards set forth in §16.04.020, <i>Access, Connectivity, and Circulation</i>, and all other applicable ordinances, resolutions or regulations of the City or any other governmental entity having jurisdiction, now existing or adopted, amended or codified; 3. Where a subdivision abuts or contains an existing or proposed arterial street, railroad, or limited access highway right-of-way, the City Council may require a frontage street, planting strip, or similar design features; 4. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods; 5. Street grades shall not be less than three-tenths percent and not more than seven percent so as to provide safe movement of traffic and emergency vehicles in all weather and to provide for adequate drainage and snow plowing; 6. In general, partial dedications shall not be permitted, however, the City 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; 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 lots, a temporary turnaround easement shall be provided, and the easement shall revert to the adjacent lots when the street is extended; 8. Where any street deflects an angle of ten degrees or more, a connecting curve shall be required having a minimum centerline radius of 300 feet for arterial and collector streets, and 125 feet for minor streets; 9. Streets with centerline offsets of less than 125 feet shall be prohibited; 10. A tangent of at least 100 feet long shall be introduced between reverse curves on arterial and collector streets; 11. Proposed streets that 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	Conformance N/A

	subdivision from the County Assessor's Office before submitting same to City Council for Preliminary Plat approval; 12. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills; 13. Street patterns of residential areas shall be designed to create areas free of through traffic, but readily accessible to adjacent collector and arterial streets; 14. 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; 15. Street lighting may be required consistent with adopted City standards and where designated shall be installed by the subdivider as a requirement improvement; 16. Private streets may be allowed upon recommendation by the Planning and Zoning Commission and approval by the City Council. Private streets shall be constructed to meet the design standards specified in §16.06.050.D.2, and §16.04.020, Access, Connectivity, and Circulation; 17. Street signs shall be installed by the subdivider as a required improvement of a type and design approved by the Streets Department and shall be consistent with the type and design of existing street signs elsewhere in the city; 18. Whenever a proposed subdivision requires construction of a new bridge, or will create substantial additional traffic that 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 pursuant to adopted standard specifications; 19. Sidewalks, curbs, and gutters shall be a required improvement installed by the subdivider in compliance with adopted City standards; and 20. No new public or private streets or flag lots associated with a proposed subdivision are permitted to be developed on parcels within the Avalanche Overlay District.	
Council Findings	The proposed application is a lot consolidation that combines two existing lots into a single parcel and does not create any new streets, roadway segments, or access corridors. The project will continue to utilize the existing access from Topaz Street and does not require the construction, extension, or dedication of public streets. As a result, many of the street design and construction standards contained in this section are not directly applicable to the proposal. The existing access configuration and associated improvements have been reviewed by the City Engineer, Streets Department, and Ketchum Fire District. As part of the development, the applicant is providing a 15-foot-wide easement along the historically maintained portion of Topaz Street to accommodate roadway maintenance, snow storage, drainage, and emergency access. The proposed access improvements and fire apparatus turnaround are designed to provide safe circulation for residents, visitors, emergency responders, and service vehicles. Because the application does not create new streets, street intersections, bridges, street names, street lighting systems, or roadway alignments, the standards related to street layout, block circulation, centerline geometry, street naming, bridge	

	construction, and similar subdivision infrastructure are not applicable. Likewise, no new public or private streets are proposed, and the property is not located within the Avalanche Overlay District. The Council finds that the proposed lot consolidation will continue to be served by adequate access and circulation infrastructure and is consistent with the applicable requirements and intent of Section 16.06.050.D.	
16.06.050.E Alley Improvement Requirements	1. Alleys shall be provided in Mixed-Use districts. 2. The width of an alley shall be not less than 20 feet. 3. Alley intersections and sharp changes in alignment shall be avoided, but where necessary, corners shall be provided to permit safe vehicular movement. 4. 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. 5. Improvement of alleys shall be done by the subdivider as required improvement and in conformance with design standards specified in §16.06.050.D.2.	Conformance N/A
Council Findings	The proposed application is a lot consolidation within the Limited Residential (LR) zoning district and does not involve the creation of lots within a Mixed-Use zoning district. No alleys exist on or adjacent to the subject property, and no alley construction, extension, dedication, or improvement is proposed as part of the subdivision. Because the proposal does not involve a mixed-use development, alley infrastructure, alley intersections, dead-end alleys, or alley improvements, the alley improvement requirements of this section are not applicable to the proposed lot consolidation. The Council finds Section 16.06.050.E does not apply to the proposed subdivision.	
16.06.050.F Required Easements	Easements, as set forth in this section, 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 in width shall be required within the street right-of-way boundaries of all private streets. A public utility easement at least five feet 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. 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. 3. All subdivisions that border the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a ten-foot fish and nature study easement along the riverbank. Furthermore, the City Council shall require, in appropriate areas, an easement providing access through the subdivision to the bank as a sportsman's access.	Conformance YES

	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 that runs through the proposed subdivision. 4. All subdivisions that border on the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a 25-foot 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. 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. 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.	
Council Findings	The property contains existing roadway and irrigation infrastructure requiring easements for continued access, operation, and maintenance. The applicant has provided a revised Preliminary Plat depicting and dimensioning a 15-foot-wide easement at the Topaz Street turnaround for roadway maintenance, drainage, snow storage, snowplow operations, fire apparatus, and emergency services. The McCoy (Weyyakin) and Reinheimer irrigation conveyances also cross the property. Portions of both conveyances are proposed to be relocated and piped as part of the approved development. Consistent with LDC §16.06.050.F.2 and F.5, the relocated conveyances must remain accessible for maintenance and reconstruction, and no conveyance may be rerouted or modified without prior written approval from the entity or property owner holding the applicable water or conveyance rights. The final conveyance designs remain subject to engineering review, and the Final Plat must depict and dimension all easements necessary to accommodate the approved alignments and continued operation and maintenance of the conveyances. Subject to the conditions of approval, the Council finds that the proposed subdivision complies with the easement requirements of LDC §16.06.050.F.	
16.06.050.G Sanitary Sewage Disposal Requirements	1. 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. 2. Construction plans and specifications for central sanitary sewer extension shall be prepared by the subdivider and approved by the City Engineer, City Council, and the Idaho Department of Health and Welfare prior to Final Plat approval. 3. In the event that the sanitary sewage system of a subdivision cannot connect to the existing public sewage system, alternative provisions for sewage disposal pursuant to the requirements of the Idaho Department of Health and Welfare and the Council may be	Conformance YES

	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 that it deems necessary to protect public health, safety, and welfare.	
Council Findings	The subject property is served by the City of Ketchum's public sanitary sewer system. The proposed lot consolidation does not create additional development lots and does not require the installation of a new central sanitary sewer system. The proposed residence and associated improvements will continue to be served by public sewer infrastructure, and any necessary service upgrades, connections, or extensions will be completed at the applicant's expense and reviewed by the City's Wastewater Department. The City's Water and Wastewater Departments reviewed the proposed development and determined that adequate public sanitary sewer service is available to serve the property. Any required sewer improvements and utility construction plans will be subject to review and approval by the City Engineer and applicable agencies prior to issuance of permits. Because the property is served by the existing public sewer system, alternative sewage disposal facilities are neither proposed nor required. The Council finds the proposed subdivision complies with Section 16.06.050.G.	
16.06.050.H Water System Improvements	1. A central domestic water distribution system shall be installed in all subdivisions by the subdivider as a required improvement. 2. 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 Fire Department and other regulatory agencies having jurisdiction. 3. 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. 4. All water systems shall be connected to the municipal water system and shall meet the standards of the following agencies: Idaho Department of Health and Welfare, Idaho Survey and Rating Bureau, District Sanitarian, Idaho State Public Utilities Commission, Idaho Department of Reclamation, and all requirements of the City.	Conformance YES
Council Findings	The subject property is served by the City of Ketchum municipal water system. The proposed lot consolidation does not create additional development lots and does not require the installation of a new central water distribution system. The proposed residence and associated site improvements will continue to be served by the existing public water system, and any required service upgrades, connections, or water infrastructure improvements will be completed at the applicant's expense and reviewed by the City's Water Department. The City's Water Department reviewed the proposed development and determined that adequate domestic water service and fire flow are available to serve the property. Fire protection measures, including hydrant availability and emergency access, have been reviewed in coordination with the Ketchum Fire District. Any	

	required water system improvements will be subject to review and approval by the City Engineer, Water Department, Fire Department, and other applicable agencies prior to issuance of permits. Because the project will connect to and be served by the existing municipal water system, no dead-end private water system or alternative water supply is proposed. The Council finds the proposed subdivision complies with Section 16.06.050.H.	
16.06.050.I Planting Strip Improvements	1. Planting strips shall be required improvements to screen the view of incompatible features for the following: a. When a predominantly residential subdivision is proposed for land adjoining incompatible uses or features such as highways, railroads, commercial or LI districts or off-street parking areas; and b. Along the boundary line of lots adjacent to arterial streets or incompatible zoning districts. 2. 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; 3. All planting strips shall be located within an easement granted to the City and recorded in the office of the Blaine County Recorder prior to or in conjunction with recordation of the Final Plat. 4. The subdivider shall submit a landscaping plan for such planting strip with the Preliminary Plat application.	Conformance N/A
Council Findings	The proposed application is a lot consolidation that combines two existing residential lots into a single parcel within the Limited Residential (LR) zoning district. The property is surrounded by residential development and is not adjacent to a highway, railroad, commercial district, Light Industrial district, arterial street, or other incompatible land use that would necessitate a screening planting strip pursuant to this section. Because the subdivision does not adjoin incompatible uses or zoning districts and does not require the installation of a reserve planting strip controlling access to a public street, no planting strip easements or associated landscaping improvements are required. Accordingly, the provisions related to planting strip easements, landscaping plans, and installation requirements are not applicable to the proposed subdivision. The Council finds the planting strip improvement requirements of Section 16.06.050.I are not applicable to the proposed lot consolidation.	
16.06.050.J Cuts, Fills, and Grading Improvements	1. 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. 2. Areas within a subdivision that 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. 3. 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.	Conformance YES

	Until such times as such revegetation has been installed and established, the subdivider shall maintain and protect all disturbed surfaces from erosion. 4. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability. 5. Fills shall be compacted to at least 95 percent of maximum density as determined by AASHTO T-99 (American Association of State Highway Officials) and ASTM D698 (American Standard Testing Methods). 6. Cut slopes shall be no steeper than two horizontal to one vertical (2:1). Subsurface drainage shall be provided as necessary for stability. 7. 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 12 feet horizontally of the top and existing or planned cut slope. 8. Toes of cut and fill slopes shall be set back from property boundaries a distance of three feet, plus one-fifth of the height of the cut or the fill, but may not exceed a horizontal distance of ten feet; tops and toes of cut and fill slopes shall be set back from structures at a distance of at least six feet, plus one-fifth of the height of the cut or the fill. Additional setback distances shall be provided as necessary to accommodate drainage features and drainage structures.	
Council Findings	The proposed lot consolidation combines two existing lots into a single parcel and does not create additional development lots or roadway infrastructure requiring substantial grading. The associated residential development has been reviewed through the concurrent Mountain Overlay Design Review application, which includes grading, drainage, landscaping, and revegetation plans designed to minimize disturbance to the site and blend development with the existing topography. The proposed development is concentrated within the previously disturbed portion of the property and utilizes the existing access from Topaz Street, reducing the need for additional cuts and fills. The subject property does not contain areas that are unsuitable for development due to excessive slopes, geologic hazards, or other physical constraints requiring designation as open space under this section. Areas not occupied by structures, access improvements, or site infrastructure will remain landscaped or open and will continue to provide separation from adjacent properties and natural site features. The submitted plans provide for revegetation and stabilization of disturbed areas following construction. Any grading, excavation, or fill associated with the project will be subject to review and inspection through the engineering and building permit processes to ensure compliance with applicable standards for soil preparation, compaction, slope stability, drainage, erosion control, and revegetation. Disturbed areas will be protected from erosion during construction and restored upon completion of site work. The Council finds the proposed lot consolidation and associated development are designed to minimize grading impacts, protect site stability, and provide for restoration of disturbed areas consistent with the requirements and intent of Section 16.06.050.J.	

16.06.050.K Drainage Improvements	1. 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. 2. 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. 3. An adequate storm and surface drainage system shall be a required improvement in all subdivisions and shall be installed by the subdivider. 4. 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.	Conformance YES
Council Findings	The proposed lot consolidation combines two existing lots into a single parcel and does not alter the location of existing natural drainage features on the property. The submitted grading and drainage plans identify the drainage patterns serving the site and provide for collection, conveyance, and on-site management of stormwater generated by the proposed development. The project includes drainage improvements necessary to serve the development and has been reviewed by the City Engineer. Existing drainage features will be maintained or improved as necessary to accommodate development while avoiding adverse impacts to adjacent properties or public infrastructure. Any required drainage easements, drainage facilities, culverts, or related improvements will be reviewed through the engineering and building permit processes and constructed in accordance with applicable City standards. The proposed development includes an adequate stormwater management system and provides for the safe conveyance of runoff from the site. The Council finds the project is capable of complying with applicable drainage requirements and that the proposed lot consolidation is consistent with the requirements and intent of Section 16.06.050.K. The property contains existing irrigation conveyances that also function as seasonal runoff conveyance channels. Any relocation of these facilities shall maintain existing conveyance capacity and be reviewed by the Water Supervisor, Public Works Director, City Engineer, and Planning Department prior to approval of final construction plans.	
16.06.050.L 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.	Conformance YES
Council Findings	The proposed lot consolidation combines two existing lots into a single parcel and will continue to be served by existing public utility infrastructure. The proposed development includes underground installation of utility services, including water, sewer, electric, natural gas, and communication facilities, consistent with City requirements. Existing overhead utility lines serving the property will be removed and replaced with underground service.	

	The City's utility departments reviewed the proposed development and determined that adequate utility service is available to serve the property. Any utility improvements, relocations, service extensions, and associated infrastructure required to serve the development shall be installed at the applicant's expense and subject to review and approval through the engineering and building permit processes. The Council finds that the proposed development will be served by adequate underground utility infrastructure and complies with the requirements of Section 16.06.050.L.	
16.06.050.M Off-Site Improvements	Where the off-site impact of a proposed subdivision is found by the Planning and Zoning Commission or City 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.	Conformance N/A
Council Findings	The proposed application is a lot consolidation that combines two existing lots into a single parcel and does not create additional development lots or increase the density otherwise permitted on the property. The subdivision will continue to be served by existing public infrastructure, including roadway access, water service, sewer service, drainage facilities, and emergency services. City departments reviewed the proposed subdivision and associated development plans and determined that existing public facilities are capable of serving the project. The proposal does not create substantial additional traffic or demand on public infrastructure that would necessitate construction of off-site improvements such as roadway upgrades, intersections, bridges, traffic control devices, water system improvements, or sewer system improvements. The Council finds the proposed lot consolidation will not result in off-site impacts requiring additional public infrastructure improvements.	
16.06.050.N Avalanche and Mountain Overlay	All improvements and subdivisions created pursuant to this chapter shall comply with Avalanche Overlay district and Mountain Overlay district requirements as set forth §16.02.060.D.	Conformance YES
Council Findings	The subject property is located within the Mountain Overlay District and is subject to the applicable Mountain Overlay standards. The Commission reviewed the associated development for compliance with those standards through Mountain Overlay Design Review Application File No. 26-KET-00126 and approved the application subject to conditions. The proposed lot consolidation conforms to the approved site configuration and facilitates development consistent with that approval. The property is not located within the Avalanche Overlay District. The Council finds that the proposed lot consolidation complies with LDC §16.06.050.N.	
16.06.050.O Natural Feature Preservation	- Existing natural features that 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. - Preserved natural features shall be located within an easement granted to the City and recorded in the office of the Blaine County Recorder prior to or in conjunction with recordation of the Final Plat.	Conformance N/A
Council Findings	No preservation easement is required under LDC §16.06.050.O.	

CONCLUSIONS OF LAW

1. The City of Ketchum is a municipal corporation established in accordance with Article XII of the Constitution of the State of Idaho and Title 50 Idaho Code and is required and has exercised its authority pursuant to the Local Land Use Planning Act codified at Chapter 65 of Title 67 Idaho Code and pursuant to Chapters 3, 9 and 13 of Title 50 Idaho Code to enact the ordinances and regulations, which ordinances are codified in the Land Development Code ("LDC") and are identified in the Findings of Fact and which are herein restated as Conclusions of Law by this reference and which City Ordinances govern the applicant's Lot Consolidation Preliminary Plat application.
2. The City Council has authority to hear the applicant's Lot Consolidation Preliminary Plat pursuant to §16.07.080.A of the Land Development Code.
3. The City of Ketchum Planning Department provided notice for the review of this application in accordance with Land Development Code §16.07.020.E.6.
4. As conditioned, the 330 Topaz Street Lot Consolidation Preliminary Plat Application File No. 26-KET-00135 meets all applicable standards specified in the Land Development Code.

DECISION

THEREFORE, the Ketchum City Council **approves** Lot Consolidation Preliminary Plat Application File No. 26-KET-00135 and the associated Subdivision Exceptions, subject to the following conditions of approval.

CONDITIONS OF APPROVAL

1. The Final Plat and subsequent development of the property shall conform to the approved 330 Topaz Street Mountain Overlay Design Review, Application File No. 26-KET-00126, including all applicable conditions of approval.
2. Prior to recordation of the Final Plat, a note shall be added stating that the Subdivision Exception for the double-frontage lot was approved in part based on the prohibition of vehicular access from Garnet Street. Vehicular access, including driveways, curb cuts, and private street connections, shall be prohibited from Garnet Street unless otherwise approved through a future land use application.
3. Prior to recordation of the Final Plat, the applicant shall revise the plat as necessary to depict the final approved location, dimensions, and maintenance easements associated with the relocated McCoy (Weyyakin) and Reinheimer irrigation conveyances. Easement widths shall be sufficient to contain the conveyance facilities and provide access for maintenance, repair, replacement, and reconstruction in accordance with LDC §16.06.050.F.2.
4. Prior to recordation of the Final Plat, the applicant shall submit final plat documents, legal descriptions, easements, and supporting materials for review and approval by the City Engineer, City Attorney, and Planning Department.
5. Pursuant to the applicable provisions of the Land Development Code, final plat approval shall be obtained within two (2) years of City Council approval of the Preliminary Plat or the Preliminary Plat approval shall become null and void unless otherwise extended in accordance with the Code.

Findings of Fact adopted this 13th day of August 2026.

Pete Prekeges
Mayor
City of Ketchum