



City of Ketchum

### CITY COUNCIL MEETING AGENDA MEMO

Meeting Date:  Staff Member/Dept:

Agenda Item:

**Recommended Motion:**

**Reasons for Recommendation:**

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- 
- 

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

incorrect location of the water line easement. The existing water line is outside of the easement area shown on the Lot 21 subdivision plat.

The Lot Line Shift corrects the error on the Lot 21 subdivision plat and relocates the easement to align with the location of the existing water line. The location of the water line easement specified on the proposed Lot 21BB plat matches the correct easement area specified in the original water line easement agreement. The full length of the existing water line on the subject property is contained within the relocated easement area. In addition to showing the correct location of the water line easement, the Lot Line Shift proposes to decrease the width of the water line easement from 10 feet to 5 feet. The Utilities Department and City Engineer have reviewed the Lot Line Shift application and have deemed the reduced easement width to be sufficient for the provision of water service.

Consistent with Ketchum Municipal Code (KMC) §16.04.020, the proposal meets the definition of Readjustment of Lot Lines because: (1) no changes are proposed to the existing property boundaries or lot configuration, (2) the proposed Lot 21BB plat does not reduce the area, frontage, width, depth, or building setback lines below the minimum requirements, and (3) the proposal does not create additional lots or dwelling units.

Readjustment of Lot Lines: A change or modification of the boundary lines between existing lots or parcels of land or between dwelling units which does not reduce the area, frontage, width, depth or building setback lines of each lot below the minimum zoning requirements and which does not create additional lots or dwelling units. "Readjustment of Lot Lines" includes other minor changes to a subdivision, condominium, or townhouse plat such as, but not limited to, notation changes, boundary shifts and removal of lot line(s), each of which do not reduce the area, frontage, width, depth or building setback lines of each lot below the minimum zoning requirements nor create additional lots or dwelling units (KMC §16.04.020).

Consistent with KMC §16.04.060.B, the Readjustment of Lot Lines application was transmitted to city departments, including the City Engineer, Fire, Building, Utilities, and Streets departments, for review. The city department comments were provided to the applicant on May 18, 2023. The applicant submitted revised project plans on June 8, 2023. All city department comments were addressed and resolved on the revised project plans.

All land, condominium, and townhouse subdivisions within the City of Ketchum are subject to the standards contained in Ketchum Municipal Code, Title 16, Subdivision Regulations. Pursuant to KMC §16.04.010.D, the change or modification of boundary lines, whether or not any additional lot is created, shall comply with these regulations. As conditioned, the proposed Sun Valley Subdivision First Addition: Lot 21BB subdivision plat meets the standards for Readjustment of Lot Lines under Title 16 of Ketchum Municipal Code.

**Sustainability Impact:**

None OR state impact here: None

**Financial Impact:**

None OR Adequate funds exist in account: None

**Attachments:**

1. Draft Findings of Fact, Conclusions of Law, and Decision
2. 425 River Run Drive Lot Line Shift Application File No. P23-025 Submittal

# Attachment 1

Draft

Findings of Fact, Conclusions of Law, and  
Decision



City of Ketchum  
Planning & Building

IN RE: )  
 )  
 425 River Run Drive ) KETCHUM CITY COUNCIL  
 Lot Line Shift (Readjustment of Lot Lines) ) FINDINGS OF FACT, CONCLUSIONS OF LAW, AND  
 Date: July 17, 2023 ) DECISION  
 )  
 File Number: P23-025 )

### Findings Regarding Application Filed

**PROJECT:** 425 River Run Drive Lot Line Shift

**APPLICATION TYPE:** Lot Line Shift (Readjustment of Lot Lines)

**FILE NUMBER:** P23-025

**OWNER:** Ben & Hillary Whipple

**REPRESENTATIVE:** Bruce Smith, PLS, Alpine Enterprises

**REQUEST:** Relocate a water line easement on the Sun Valley Subdivision 1<sup>st</sup> Addition: Lot 21B that was recorded in error

**LOCATION:** 425 River Run Drive (Sun Valley Subdivision First Addition: Lot 21B)

**NOTICE:** A public hearing notice was mailed to all property owners within 300 feet of the project site and political subdivisions on June 28, 2023. The public hearing notice was published in the Idaho Mountain Express on June 28, 2023. The public hearing notice was posted on the city’s website on July 2, 2023.

**ZONING:** Limited Residential (LR)

### FINDINGS OF FACT

The 425 River Run Drive Line Shift (Application File No. P23-025) proposes to relocate an existing water line easement on the Sun Valley Subdivision 1st Addition: Lot 21B plat that was recorded in error. No changes are proposed to the existing property boundaries, lot area, or lot configuration. The change proposed with this Lot Line Shift is limited to: (1) the relocation of the existing water line easement and (2) decreasing the width of the existing easement from 10 feet to 5 feet.

The owner of Lot 21 within Sun Valley Subdivision First Addition granted the City of Ketchum a water line easement on June 19, 1978. The description of the easement area specified in the water line

easement agreement recorded as Instrument Number 185870 was, “a 10 foot waterline easement lying northerly of and adjacent to the southerly line of Lot 21 of the First Addition of Sun Valley Subdivision, as filed at the Blaine County Recorders Office, Blaine County Idaho.” The existing water line is contained within the easement area described in the agreement. Shortly after this water line easement agreement was recorded, Lot 21 was subdivided into two separate lots—Lot 21A and Lot 21B. The plat for the Lot 21 subdivision was recorded on November 16, 1978 as Instrument Number 188733. The Lot 21 subdivision plat shows the incorrect location of the water line easement. The existing water line is outside of the easement area shown on the Lot 21 subdivision plat.

The Lot Line Shift corrects the error on the Lot 21 subdivision plat and relocates the easement to align with the location of the existing water line. The location of the water line easement specified on the proposed Lot 21BB plat matches the correct easement area specified in the original water line easement agreement. The full length of the existing water line on the subject property is contained within the relocated easement area. In addition to showing the correct location of the water line easement, the Lot Line Shift proposes to decrease the width of the water line easement from 10 feet to 5 feet. The Utilities Department and City Engineer have reviewed the Lot Line Shift application and have deemed the reduced easement width to be sufficient for the provision of water service.

#### FINDINGS REGARDING READJUSTMENT OF LOT LINES

Consistent with Ketchum Municipal Code (KMC) §16.04.020, the proposal meets the definition of *Readjustment of Lot Lines* because: (1) no changes are proposed to the existing property boundaries or lot configuration, (2) the proposed Lot 21BB plat does not reduce the area, frontage, width, depth, or building setback lines below the minimum requirements, and (3) the proposal does not create additional lots or dwelling units.

*Readjustment of Lot Lines: A change or modification of the boundary lines between existing lots or parcels of land or between dwelling units which does not reduce the area, frontage, width, depth or building setback lines of each lot below the minimum zoning requirements and which does not create additional lots or dwelling units. "Readjustment of Lot Lines" includes other minor changes to a subdivision, condominium, or townhouse plat such as, but not limited to, notation changes, boundary shifts and removal of lot line(s), each of which do not reduce the area, frontage, width, depth or building setback lines of each lot below the minimum zoning requirements nor create additional lots or dwelling units (KMC §16.04.020).*

Consistent with KMC §16.04.060.B, the Readjustment of Lot Lines application was transmitted to city departments, including the City Engineer, Fire, Building, Utilities, and Streets departments, for review. The city department comments were provided to the applicant on May 18, 2023. The applicant submitted revised project plans on June 8, 2023. All city department comments were addressed and resolved on the revised project plans.

All land, condominium, and townhouse subdivisions within the City of Ketchum are subject to the standards contained in Ketchum Municipal Code, Title 16, Subdivision Regulations. Pursuant to KMC §16.04.010.D, the change or modification of boundary lines, whether or not any additional lot is created, shall comply with these regulations. Many subdivision standards are related to the design and construction of multiple new lots that will form new blocks and infrastructure, such as streets that will

be dedicated and maintained by the city. The standards for certain improvements (KMC §16.04.040), including street, sanitary sewage disposal, and planting strip improvements, are not applicable as the project proposes to relocate an existing water line easement that was recorded in error on the Sun Valley Subdivision First Addition: Lot 21B plat. As conditioned, the proposed Sun Valley Subdivision First Addition: Lot 21BB subdivision plat meets the standards for Readjustment of Lot Lines under Title 16 of Ketchum Municipal Code.

**TABLE 1: FINDINGS REGARDING CONTENTS OF FINAL PLAT**

Findings Regarding Contents of Final Plat and Subdivision Design & Development Requirements			
Compliant			Standards and Council Findings
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p><b>16.04.030.K</b></p> <p><b>Contents Of Final Plat:</b> The final plat shall be drawn at such a scale and contain such lettering as to enable same to be placed upon sheets of eighteen inch by twenty four inch (18" x 24") Mylar paper with no part of the drawing nearer to the edge than one-half inch (1/2"), and shall be in conformance with the provisions of title 50, chapter 13, Idaho Code. The reverse side of such sheet shall not be used for any portion of the drawing, but may contain written matter as to dedications, certificates, signatures, and other information. The contents of the final plat shall include all items required under title 50, chapter 13, Idaho Code, and also shall include the following:</p>
			<p><i>Council Findings</i></p> <p><i>The final plat mylar paper shall be prepared following Ketchum City Council review and approval of the lot line shift application and shall meet these standards.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p><b>16.04.030.K.1</b></p> <p><b>Point of beginning of subdivision description tied to at least two (2) governmental survey corners, or in lieu of government survey corners, to monuments recognized by the city engineer.</b></p>
			<p><i>Council Findings</i></p> <p><i>Sheet 1 of the final plat shows that the point of beginning of the subdivision is tied to two governmental survey corners. This standard has been met.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p><b>16.04.030.K.2</b></p> <p><b>Location and description of monuments.</b></p>
			<p><i>Sheet 1 of the final plat provides the location and description of monuments. This standard has been met.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p><b>16.04.030.K.3</b></p> <p><b>Tract boundary lines, property lines, lot lines, street right of way lines and centerlines, other rights of way and easement lines, building envelopes as required on the preliminary plat, lot area of each lot, boundaries of floodplain and floodway and avalanche district, all with bearings, accurate dimensions in feet and decimals, in degrees and minutes and radii, arcs, central angles, tangents and chord lengths of all curves to the above accuracy.</b></p>
			<p><i>Council Findings</i></p> <p><i>The amended plat shows the property lines of Lot 21BB, which are proposed to remain unchanged with this lot line shift application. The area of Lot 21BB, which remains unchanged from the existing lot area, is shown on the final plat. The River Run Drive right-of-way is specified on sheet 1 of the final plat. The property does not contain avalanche hazard area or floodplain.</i></p>

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.4	<b>Names and locations of all adjoining subdivisions.</b>
			<i>Council Findings</i>	<i>The plat map indicates neighboring Lots 21A, 22B, and 22B within Sun Valley Subdivision First Addition; Sun Valley Subdivision: Lot 40; Warm Springs Tennis Condominiums No. 2; Country Club Townhomes: Lots 3 and 4; and Warm Springs Townhouse Condominiums.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.5	<b>Name and right of way width of each street and other public rights of way.</b>
			<i>Council Findings</i>	<i>This standard has been met. The final plat map specifies the existing 50-foot-width of the River Run Drive right-of-way.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.6	<b>Location, dimension and purpose of all easements, public or private.</b>
			<i>Council Findings</i>	<i>The lot line shift corrects the error on the Sun Valley Subdivision First Addition: Lot 21B plat recorded as 21B that shows the incorrect location of the water line easement. The final plat corrects this error by showing the accurate location of the water line easement as specified in the water line easement agreement recorded as Instrument Number 185870. The final plat shows two private easements—the access easement on Lot 22A recorded as Instrument number 579881 and the 20-foot-wide access easement on Lot 21BB recorded as Instrument Number 512400. No changes are proposed to the two existing private access easements.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.7	<b>The blocks numbered consecutively throughout each block.</b>
			<i>Council Findings</i>	<i>N/A. The adjustment proposed with this lot line shift is limited to relocating an existing water line easement on an existing lot within an existing residential subdivision. The lot line shift application does not create a new block.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.8	<b>The outline of any property, other than a street, alley or easement, which is offered for dedication to public use, fully dimensioned by distances and bearings with the area marked "Dedicated to the City of Ketchum for Public Use", together with any other descriptive language with regard to the precise nature of the use of the land so dedicated.</b>
			<i>Council Findings</i>	<i>N/A as no dedications of this type are proposed or required.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.9	<b>The title, which shall include the name of the subdivision, the name of the city, if appropriate, county and state, and the location and description of the subdivision referenced to section, township, range.</b>
			<i>Council Findings</i>	<i>This standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.10	<b>Scale, north arrow and date.</b>
				<i>This standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.11	<b>Location, width, and names of all existing or dedicated streets and other public ways within or adjacent to the proposed subdivision</b>
			<i>Council Findings</i>	<i>This standard has been met. Sheet 1 of the final plat shows the existing 50-foot-wide River Run Drive right-of-way.</i>

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.12	A provision in the owner's certificate referencing the county recorder's instrument number where the condominium declaration(s) and/or articles of incorporation of homeowners' association governing the subdivision are recorded.
			<i>Council Findings</i>	<i>N/A as the existing residential subdivision is not governed by a homeowners' association.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.13	Certificate by registered engineer or surveyor preparing the map certifying to the accuracy of surveying plat.
			<i>Council Findings</i>	<i>Sheet 2 of the preliminary plat provides the certificate from the licensed Professional Land Surveyor certifying the accuracy of the plat survey.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.14	A current title report of all property contained within the plat.
			<i>Council Findings</i>	<i>This standard has been met. A title report and warranty deed were submitted for the property.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.15	Certification of owner(s) of record and all holders of security interest(s) of record with regard to such property.
			<i>Council Findings</i>	<i>Sheet 2 of the final plat provides the certification of owners of record with regard to the subject property.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.16	Certification and signature of engineer (surveyor) verifying that the subdivision and design standards meet all city requirements.
			<i>Council Findings</i>	<i>Sheet 2 of the final plat provides the certification of the surveyor verifying the subdivision and design standards meet all city requirements.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.17	Certification and signature of the city engineer verifying that the subdivision and design standards meet all city requirements.
			<i>Council Findings</i>	<i>Sheet 2 of the final plat provides the certification of the City Engineer verifying that the subdivision and design standards meet all city requirements.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.K.18	Certification and signature of the city clerk of the city of Ketchum verifying that the subdivision has been approved by the council.
			<i>Council Findings</i>	<i>The signature block page on sheet 2 of the final provide includes the certification of the City Clerk.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.K.19	Notation of any additional restrictions imposed by the council on the development of such subdivision to provide for the public health, safety and welfare.
			<i>Council Findings</i>	<i>This standard is not applicable because no additional restrictions are necessary to provide for the public health, safety, and welfare.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.L	Final Plat Copies: Both a hard copy and a digital copy of the final plat shall be filed with the administrator prior to being placed upon the Council's agenda. A digital copy of the final plat as approved by the council and signed by the city clerk shall be filed with the administrator and retained by the city. The Applicant shall also provide the city with a digital copy of the recorded document with its assigned legal instrument number.
			<i>Council Findings</i>	<i>This standard has been met.</i>

**FINDINGS REGARDING COMPLIANCE WITH SUBDIVISION DEVELOPMENT & DESIGN STANDARDS**



Subdivision Development & Design Standards (Ketchum Municipal Code §16.04.040)				
Compliant				
Yes	No	N/A	City Code	City Standards
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.A	Required Improvements: The improvements set forth in this section shall be shown on the preliminary plat and installed prior to approval of the final plat. Construction design plans shall be submitted and approved by the city engineer. All such improvements shall be in accordance with the comprehensive plan and constructed in compliance with construction standard specifications adopted by the city. Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.
			<i>Findings</i>	<i>This standard is not applicable as this project combines three lots within the original Ketchum townsite. No improvements are proposed or required for the lot consolidation.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.B	Improvement Plans: Prior to approval of final plat by the commission, the subdivider shall file two (2) copies with the city engineer, and the city engineer shall approve construction plans for all improvements required in the proposed subdivision. Such plans shall be prepared by a civil engineer licensed in the state.
			<i>Findings</i>	<i>This standard is not applicable as the adjustment proposed with this lot line shift is limited to relocating an existing water line easement on an existing lot within an existing residential subdivision. No additional improvements are proposed or required for the lot line shift.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.C	Prior to final plat approval, the subdivider shall have previously constructed all required improvements and secured a certificate of completion from the city engineer. However, in cases where the required improvements cannot be constructed due to weather conditions or other factors beyond the control of the subdivider, the city council may accept, in lieu of any or all of the required improvements, a performance bond filed with the city clerk to ensure actual construction of the required improvements as submitted and approved. Such performance bond shall be issued in an amount not less than one hundred fifty percent (150%) of the estimated costs of improvements as determined by the city engineer. In the event the improvements are not constructed within the time allowed by the city council (which shall be one year or less, depending upon the individual circumstances), the council may order the improvements installed at the expense of the subdivider and the surety. In the event the cost of installing the required improvements exceeds the amount of the bond, the subdivider shall be liable to the city for additional costs. The amount that the cost of installing the required improvements exceeds the amount of the performance bond shall automatically become a lien upon any and all property within the subdivision owned by the owner and/or subdivider.

			<i>Findings</i>	<i>This standard is not applicable as the adjustment proposed with this lot line shift is limited to relocating an existing water line easement on an existing lot within an existing residential subdivision. No additional improvements are proposed or required for the lot line shift.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.D	As Built Drawing: Prior to acceptance by the city council of any improvements installed by the subdivider, two (2) sets of as built plans and specifications, certified by the subdivider's engineer, shall be filed with the city engineer. Within ten (10) days after completion of improvements and submission of as built drawings, the city engineer shall certify the completion of the improvements and the acceptance of the improvements, and shall submit a copy of such certification to the administrator and the subdivider. If a performance bond has been filed, the administrator shall forward a copy of the certification to the city clerk. Thereafter, the city clerk shall release the performance bond upon application by the subdivider.
			<i>Findings</i>	<i>This standard is not applicable as the adjustment proposed with this lot line shift is limited to relocating an existing water line easement on an existing lot within an existing residential subdivision. No additional improvements are proposed or required for the lot line shift.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.E	<p>Monumentation: Following completion of construction of the required improvements and prior to certification of completion by the city engineer, certain land survey monuments shall be reset or verified by the subdivider's engineer or surveyor to still be in place. These monuments shall have the size, shape, and type of material as shown on the subdivision plat. The monuments shall be located as follows:</p> <ol style="list-style-type: none"> <li>1. All angle points in the exterior boundary of the plat.</li> <li>2. All street intersections, points within and adjacent to the final plat.</li> <li>3. All street corner lines ending at boundary line of final plat.</li> <li>4. All angle points and points of curves on all streets.</li> <li>5. The point of beginning of the subdivision plat description.</li> </ol>
			<i>Findings</i>	<i>The applicant shall meet the required monumentation standards prior to recordation of the final plat.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.F	<p>Lot Requirements:</p> <ol style="list-style-type: none"> <li>1. Lot size, width, depth, shape and orientation and minimum building setback lines shall be in compliance with the zoning district in which the property is located and compatible with the location of the subdivision and the type of development, and preserve solar access to adjacent properties and buildings.</li> <li>2. Whenever a proposed subdivision contains lot(s), in whole or in part, within the floodplain, or which contains land with a slope in excess of twenty five percent (25%), based upon natural contours, or creates corner lots at the intersection of two (2) or more streets, building envelopes shall be shown for the lot(s) so affected on the preliminary and final plats. The building envelopes shall be located in a manner designed</li> </ol>

			<p>to promote harmonious development of structures, minimize congestion of structures, and provide open space and solar access for each lot and structure. Also, building envelopes shall be located to promote access to the lots and maintenance of public utilities, to minimize cut and fill for roads and building foundations, and minimize adverse impact upon environment, watercourses and topographical features. Structures may only be built on buildable lots. Lots shall only be created that meet the definition of "lot, buildable" in section 16.04.020 of this chapter. Building envelopes shall be established outside of hillsides of twenty five percent (25%) and greater and outside of the floodway. A waiver to this standard may only be considered for the following:</p> <p>a. For lot line shifts of parcels that are entirely within slopes of twenty five percent (25%) or greater to create a reasonable building envelope, and mountain overlay design review standards and all other city requirements are met.</p> <p>b. For small, isolated pockets of twenty five percent (25%) or greater that are found to be in compliance with the purposes and standards of the mountain overlay district and this section.</p> <p>3. Corner lots shall have a property line curve or corner of a minimum radius of twenty five feet (25') unless a longer radius is required to serve an existing or future use.</p> <p>4. Side lot lines shall be within twenty degrees (20°) to a right angle or radial line to the street line.</p> <p>5. Double frontage lots shall not be created. A planting strip shall be provided along the boundary line of lots adjacent to arterial streets or incompatible zoning districts.</p> <p>6. Every lot in a subdivision shall have a minimum of twenty feet (20') of frontage on a dedicated public street or legal access via an easement of twenty feet (20') or greater in width. Easement shall be recorded in the office of the Blaine County recorder prior to or in conjunction with recordation of the final plat.</p>
			<p><i>Findings</i></p> <p><i>This standard is not applicable as the adjustment proposed with this lot line shift is limited to relocating an existing water line easement on an existing lot within an existing residential subdivision. No changes to the existing property boundaries or existing lot configuration are proposed with this lot line shift application.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p><b>16.04.040.G</b></p> <p><b>G. Block Requirements:</b> The length, width and shape of blocks within a proposed subdivision shall conform to the following requirements:</p> <ol style="list-style-type: none"> <li>1. No block shall be longer than one thousand two hundred feet (1,200'), nor less than four hundred feet (400') between the street intersections, and shall have sufficient depth to provide for two (2) tiers of lots.</li> <li>2. Blocks shall be laid out in such a manner as to comply with the lot requirements.</li> </ol>

				<p>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.</p> <p>4. Corner lots shall contain a building envelope outside of a seventy five foot (75') radius from the intersection of the streets.</p>
			<i>Findings</i>	<i>N/A. This standard is not applicable as the adjustment proposed with this lot line shift is limited to relocating an existing water line easement on an existing lot within an existing residential subdivision. This application does not create a new block.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H	<p><b>Street Improvement Requirements:</b></p> <p>1. The arrangement, character, extent, width, grade and location of all streets put in the proposed subdivision shall conform to the comprehensive plan and shall be considered in their relation to existing and planned streets, topography, public convenience and safety, and the proposed uses of the land;</p> <p>2. All streets shall be constructed to meet or exceed the criteria and standards set forth in chapter 12.04 of this code, and all other applicable ordinances, resolutions or regulations of the city or any other governmental entity having jurisdiction, now existing or adopted, amended or codified;</p> <p>3. Where a subdivision abuts or contains an existing or proposed arterial street, railroad or limited access highway right of way, the council may require a frontage street, planting strip, or similar design features;</p> <p>4. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods;</p> <p>5. Street grades shall not be less than three-tenths percent (0.3%) and not more than seven percent (7%) so as to provide safe movement of traffic and emergency vehicles in all weather and to provide for adequate drainage and snow plowing;</p> <p>6. In general, partial dedications shall not be permitted, however, the council may accept a partial street dedication when such a street forms a boundary of the proposed subdivision and is deemed necessary for the orderly development of the neighborhood, and provided the council finds it practical to require the dedication of the remainder of the right of way when the adjoining property is subdivided. When a partial street exists adjoining the proposed subdivision, the remainder of the right of way shall be dedicated;</p> <p>7. Dead end streets may be permitted only when such street terminates at the boundary of a subdivision and is necessary for the development of the subdivision or the future development of the adjacent property.</p> <p>When such a dead end street serves more than two (2) lots, a temporary</p>

			<p>turnaround easement shall be provided, which easement shall revert to the adjacent lots when the street is extended;</p> <p>8. A cul-de-sac, court or similar type street shall be permitted only when necessary to the development of the subdivision, and provided, that no such street shall have a maximum length greater than four hundred feet (400') from entrance to center of turnaround, and all cul-de-sacs shall have a minimum turnaround radius of sixty feet (60') at the property line and not less than forty five feet (45') at the curb line;</p> <p>9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°);</p> <p>10. Where any street deflects an angle of ten degrees (10°) or more, a connecting curve shall be required having a minimum centerline radius of three hundred feet (300') for arterial and collector streets, and one hundred twenty five feet (125') for minor streets;</p> <p>11. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited;</p> <p>12. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets;</p> <p>13. Proposed streets which are a continuation of an existing street shall be given the same names as the existing street. All new street names shall not duplicate or be confused with the names of existing streets within Blaine County, Idaho. The subdivider shall obtain approval of all street names within the proposed subdivision from the commission before submitting same to council for preliminary plat approval;</p> <p>14. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills;</p> <p>15. Street patterns of residential areas shall be designed to create areas free of through traffic, but readily accessible to adjacent collector and arterial streets;</p> <p>16. Reserve planting strips controlling access to public streets shall be permitted under conditions specified and shown on the final plat, and all landscaping and irrigation systems shall be installed as required improvements by the subdivider;</p> <p>17. In general, the centerline of a street shall coincide with the centerline of the street right of way, and all crosswalk markings shall be installed by the subdivider as a required improvement;</p> <p>18. Street lighting may be required by the commission or council where appropriate and shall be installed by the subdivider as a requirement improvement;</p> <p>19. Private streets may be allowed upon recommendation by the commission and approval by the council. Private streets shall be constructed to meet the design standards specified in subsection H2 of this section;</p> <p>20. Street signs shall be installed by the subdivider as a required improvement of a type and design approved by the administrator and</p>
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			<p>shall be consistent with the type and design of existing street signs elsewhere in the city;</p> <p>21. Whenever a proposed subdivision requires construction of a new bridge, or will create substantial additional traffic which will require construction of a new bridge or improvement of an existing bridge, such construction or improvement shall be a required improvement by the subdivider. Such construction or improvement shall be in accordance with adopted standard specifications;</p> <p>22. Sidewalks, curbs and gutters may be a required improvement installed by the subdivider; and</p> <p>23. Gates are prohibited on private roads and parking access/entranceways, private driveways accessing more than one single-family dwelling unit and one accessory dwelling unit, and public rights of way unless approved by the city council.</p>
			<p><i>Findings</i></p> <p><i>This standard is not applicable as the adjustment proposed with this lot line shift is limited to relocating an existing water line easement on an existing lot within an existing residential subdivision. Lot 21BB is accessed from the existing River Run Drive right-of-way. This proposal does not create a new street, private road, or bridge.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>16.04.040.I</p> <p><b>Alley Improvement Requirements:</b> Alleys shall be provided in business, commercial and light industrial zoning districts. The width of an alley shall be not less than twenty feet (20'). Alley intersections and sharp changes in alignment shall be avoided, but where necessary, corners shall be provided to permit safe vehicular movement. Dead end alleys shall be prohibited. Improvement of alleys shall be done by the subdivider as required improvement and in conformance with design standards specified in subsection H2 of this section.</p>
			<p><i>Findings</i></p> <p><i>This standard is not applicable as the adjustment proposed with this lot line shift is limited to relocating an existing water line easement on an existing lot within an existing residential subdivision. Alleys are not required in residential neighborhoods.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>16.04.040.J</p> <p><b>Required Easements:</b> Easements, as set forth in this subsection, shall be required for location of utilities and other public services, to provide adequate pedestrian circulation and access to public waterways and lands.</p> <p>1. A public utility easement at least ten feet (10') in width shall be required within the street right of way boundaries of all private streets. A public utility easement at least five feet (5') in width shall be required within property boundaries adjacent to Warm Springs Road and within any other property boundary as determined by the city engineer to be necessary for the provision of adequate public utilities.</p> <p>2. Where a subdivision contains or borders on a watercourse, drainageway, channel or stream, an easement shall be required of sufficient width to contain such watercourse and provide access for private maintenance and/or reconstruction of such watercourse.</p>

			<p>3. All subdivisions which border the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a ten foot (10') fish and nature study easement along the riverbank. Furthermore, the council shall require, in appropriate areas, an easement providing access through the subdivision to the bank as a sportsman's access. These easement requirements are minimum standards, and in appropriate cases where a subdivision abuts a portion of the river adjacent to an existing pedestrian easement, the council may require an extension of that easement along the portion of the riverbank which runs through the proposed subdivision.</p> <p>4. All subdivisions which border on the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a twenty five foot (25') scenic easement upon which no permanent structure shall be built in order to protect the natural vegetation and wildlife along the riverbank and to protect structures from damage or loss due to riverbank erosion.</p> <p>5. No ditch, pipe or structure for irrigation water or irrigation wastewater shall be constructed, rerouted or changed in the course of planning for or constructing required improvements within a proposed subdivision unless same has first been approved in writing by the ditch company or property owner holding the water rights. A written copy of such approval shall be filed as part of required improvement construction plans.</p> <p>6. Nonvehicular transportation system easements including pedestrian walkways, bike paths, equestrian paths, and similar easements shall be dedicated by the subdivider to provide an adequate nonvehicular transportation system throughout the city.</p>
		<p><i>Findings</i></p>	<p><i>The 425 River Run Drive Line Shift (Application File No. P23-025) proposes to relocate an existing water line easement on the Sun Valley Subdivision 1st Addition: Lot 21B plat that was recorded in error. No changes are proposed to the existing property boundaries, lot area, or lot configuration. The change proposed with this Lot Line Shift is limited to: (1) the relocation of the existing water line easement and (2) decreasing the width of the existing easement from 10 feet to 5 feet.</i></p> <p><i>The owner of Lot 21 within Sun Valley Subdivision First Addition granted the City of Ketchum a water line easement on June 19, 1978. The description of the easement area specified in the water line easement agreement recorded as Instrument Number 185870 was, "a 10 foot waterline easement lying northerly of and adjacent to the southerly line of Lot 21 of the First Addition of Sun Valley Subdivision, as filed at the Blaine County Records Office, Blaine County Idaho." The existing water line is contained within the easement area described in the agreement. Shortly after this water line easement agreement was recorded, Lot 21 was subdivided into two separate lots—Lot 21A and Lot 21B. The plat for the Lot 21 subdivision was recorded on November 16, 1978 as Instrument Number 188733. The Lot 21 subdivision plat shows the incorrect location</i></p>

				<p>of the water line easement. The existing water line is outside of the easement area shown on the Lot 21 subdivision plat.</p> <p>The Lot Line Shift corrects the error on the Lot 21 subdivision plat and relocates the easement to align with the location of the existing water line. The location of the water line easement specified on the proposed Lot 21BB plat matches the correct easement area specified in the original water line easement agreement. The full length of the existing water line on the subject property is contained within the relocated easement area. In addition to showing the correct location of the water line easement, the Lot Line Shift proposes to decrease the width of the water line easement from 10 feet to 5 feet. The Utilities Department and City Engineer have reviewed the Lot Line Shift application and have deemed the reduced easement width to be sufficient for the provision of water service.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.K	<p><b>Sanitary Sewage Disposal Improvements:</b> Central sanitary sewer systems shall be installed in all subdivisions and connected to the Ketchum sewage treatment system as a required improvement by the subdivider. Construction plans and specifications for central sanitary sewer extension shall be prepared by the subdivider and approved by the city engineer, council and Idaho health department prior to final plat approval. In the event that the sanitary sewage system of a subdivision cannot connect to the existing public sewage system, alternative provisions for sewage disposal in accordance with the requirements of the Idaho department of health and the council may be constructed on a temporary basis until such time as connection to the public sewage system is possible. In considering such alternative provisions, the council may require an increase in the minimum lot size and may impose any other reasonable requirements which it deems necessary to protect public health, safety and welfare.</p>
			<i>Findings</i>	<p><i>This standard is not applicable as the adjustment proposed with this lot line shift is limited to relocating an existing water line easement on an existing lot within an existing residential subdivision. Sewer system improvements are not required for this lot line shift.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.L	<p><b>Water System Improvements:</b> A central domestic water distribution system shall be installed in all subdivisions by the subdivider as a required improvement. The subdivider shall also be required to locate and install an adequate number of fire hydrants within the proposed subdivision according to specifications and requirements of the city under the supervision of the Ketchum fire department and other regulatory agencies having jurisdiction. Furthermore, the central water system shall have sufficient flow for domestic use and adequate fire flow. All such water systems installed shall be looped extensions, and no dead end systems shall be permitted. All water systems shall be connected to the municipal water system and shall meet the standards of the following agencies: Idaho department of public health, Idaho survey and rating</p>



				<p>bureau, district sanitarian, Idaho state public utilities commission, Idaho department of reclamation, and all requirements of the city.</p>
			<i>Findings</i>	<p><i>The 425 River Run Drive Line Shift (Application File No. P23-025) proposes to relocate an existing water line easement on the Sun Valley Subdivision 1st Addition: Lot 21B plat that was recorded in error. No changes are proposed to the existing property boundaries, lot area, or lot configuration. The change proposed with this Lot Line Shift is limited to: (1) the relocation of the existing water line easement and (2) decreasing the width of the existing easement from 10 feet to 5 feet.</i></p> <p><i>The owner of Lot 21 within Sun Valley Subdivision First Addition granted the City of Ketchum a water line easement on June 19, 1978. The description of the easement area specified in the water line easement agreement recorded as Instrument Number 185870 was, “a 10 foot waterline easement lying northerly of and adjacent to the southerly line of Lot 21 of the First Addition of Sun Valley Subdivision, as filed at the Blaine County Records Office, Blaine County Idaho.” The existing water line is contained within the easement area described in the agreement. Shortly after this water line easement agreement was recorded, Lot 21 was subdivided into two separate lots—Lot 21A and Lot 21B. The plat for the Lot 21 subdivision was recorded on November 16, 1978 as Instrument Number 188733. The Lot 21 subdivision plat shows the incorrect location of the water line easement. The existing water line is outside of the easement area shown on the Lot 21 subdivision plat.</i></p> <p><i>The Lot Line Shift corrects the error on the Lot 21 subdivision plat and relocates the easement to align with the location of the existing water line. The location of the water line easement specified on the proposed Lot 21BB plat matches the correct easement area specified in the original water line easement agreement. The full length of the existing water line on the subject property is contained within the relocated easement area. In addition to showing the correct location of the water line easement, the Lot Line Shift proposes to decrease the width of the water line easement from 10 feet to 5 feet. The Utilities Department and City Engineer have reviewed the Lot Line Shift application and have deemed the reduced easement width to be sufficient for the provision of water service.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.M	<p><b>Planting Strip Improvements: Planting strips shall be required improvements. When a predominantly residential subdivision is proposed for land adjoining incompatible uses or features such as highways, railroads, commercial or light industrial districts or off street parking areas, the subdivider shall provide planting strips to screen the view of such incompatible features. The subdivider shall submit a landscaping plan for such planting strip with the preliminary plat application, and the landscaping shall be a required improvement.</b></p>

			<i>Findings</i>	<i>This standard is not applicable as the adjustment proposed with this lot line shift is limited to relocating an existing water line easement on an existing lot within an existing residential subdivision. Planting strip improvements are not required for this lot line shift.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.N	<p>Cuts, Fills, And Grading Improvements: Proposed subdivisions shall be carefully planned to be compatible with natural topography, soil conditions, geology and hydrology of the site, as well as to minimize cuts, fills, alterations of topography, streams, drainage channels, and disruption of soils and vegetation. The design criteria shall include the following:</p> <ol style="list-style-type: none"> <li>1. A preliminary soil report prepared by a qualified engineer may be required by the commission and/or council as part of the preliminary plat application.</li> <li>2. Preliminary grading plan prepared by a civil engineer shall be submitted as part of all preliminary plat applications. Such plan shall contain the following information: <ol style="list-style-type: none"> <li>a. Proposed contours at a maximum of five foot (5') contour intervals.</li> <li>b. Cut and fill banks in pad elevations.</li> <li>c. Drainage patterns.</li> <li>d. Areas where trees and/or natural vegetation will be preserved.</li> <li>e. Location of all street and utility improvements including driveways to building envelopes.</li> <li>f. Any other information which may reasonably be required by the administrator, commission or council to adequately review the affect of the proposed improvements.</li> </ol> </li> <li>3. Grading shall be designed to blend with natural landforms and to minimize the necessity of padding or terracing of building sites, excavation for foundations, and minimize the necessity of cuts and fills for streets and driveways.</li> <li>4. Areas within a subdivision which are not well suited for development because of existing soil conditions, steepness of slope, geology or hydrology shall be allocated for open space for the benefit of future property owners within the subdivision.</li> <li>5. Where existing soils and vegetation are disrupted by subdivision development, provision shall be made by the subdivider for revegetation of disturbed areas with perennial vegetation sufficient to stabilize the soil upon completion of the construction. Until such times as such revegetation has been installed and established, the subdivider shall maintain and protect all disturbed surfaces from erosion.</li> <li>6. Where cuts, fills, or other excavations are necessary, the following development standards shall apply: <ol style="list-style-type: none"> <li>a. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability.</li> <li>b. Fills shall be compacted to at least ninety five percent (95%) of maximum density as determined by AASHO T99 (American</li> </ol> </li> </ol>

				<p>Association of State Highway Officials) and ASTM D698 (American standard testing methods).</p> <p>c. Cut slopes shall be no steeper than two horizontal to one vertical (2:1). Subsurface drainage shall be provided as necessary for stability.</p> <p>d. Fill slopes shall be no steeper than three horizontal to one vertical (3:1). Neither cut nor fill slopes shall be located on natural slopes of three to one (3:1) or steeper, or where fill slope toes out within twelve feet (12') horizontally of the top and existing or planned cut slope.</p> <p>e. Toes of cut and fill slopes shall be set back from property boundaries a distance of three feet (3'), plus one-fifth (1/5) of the height of the cut or the fill, but may not exceed a horizontal distance of ten feet (10'); tops and toes of cut and fill slopes shall be set back from structures at a distance of at least six feet (6'), plus one-fifth (1/5) of the height of the cut or the fill. Additional setback distances shall be provided as necessary to accommodate drainage features and drainage structures.</p>
			<i>Findings</i>	<i>This standard is not applicable as the adjustment proposed with this lot line shift is limited to relocating an existing water line easement on an existing lot within an existing residential subdivision. No grading improvements are proposed or required.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.O	<p><b>Drainage Improvements:</b> The subdivider shall submit with the preliminary plat application such maps, profiles, and other data prepared by an engineer to indicate the proper drainage of the surface water to natural drainage courses or storm drains, existing or proposed. The location and width of the natural drainage courses shall be shown as an easement common to all owners within the subdivision and the city on the preliminary and final plat. All natural drainage courses shall be left undisturbed or be improved in a manner that will increase the operating efficiency of the channel without overloading its capacity. An adequate storm and surface drainage system shall be a required improvement in all subdivisions and shall be installed by the subdivider. Culverts shall be required where all water or drainage courses intersect with streets, driveways or improved public easements and shall extend across and under the entire improved width including shoulders.</p>
			<i>Findings</i>	<i>This standard is not applicable as the adjustment proposed with this lot line shift is limited to relocating an existing water line easement on an existing lot within an existing residential subdivision. No drainage improvements are proposed or required.</i>
			16.04.040.P	<p><b>Utilities:</b> 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</p>

				across and underneath streets shall be installed by the subdivider prior to construction of street improvements.
			<i>Findings</i>	<i>This standard is not applicable as the adjustment proposed with this lot line shift is limited to relocating an existing water line easement on an existing lot within an existing residential subdivision. No utility improvements are proposed or required.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.Q	<b>Off Site Improvements: Where the offsite impact of a proposed subdivision is found by the commission or council to create substantial additional traffic, improvements to alleviate that impact may be required of the subdivider prior to final plat approval, including, but not limited to, bridges, intersections, roads, traffic control devices, water mains and facilities, and sewer mains and facilities.</b>
			<i>Findings</i>	<i>This standard is not applicable as the adjustment proposed with this lot line shift is limited to relocating an existing water line easement on an existing lot within an existing residential subdivision. Off-site improvements are not required or proposed with this lot line shift.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.R	<b>Avalanche And Mountain Overlay: All improvements and plats (land, planned unit development, townhouse, condominium) created pursuant to this chapter shall comply with City of Ketchum Avalanche Zone District and Mountain Overlay Zoning District requirements as set forth in Title 17 of this Code.</b>
			<i>Findings</i>	<i>N/A as this property is not located within the Avalanche Zone or Mountain Overlay.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.S	<b>Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.</b>
			<i>Findings</i>	<i>This standard is not applicable as the adjustment proposed with this lot line shift is limited to relocating an existing water line easement on an existing lot within an existing residential subdivision.</i>

### CONCLUSIONS OF LAW

1. The City of Ketchum is a municipal corporation established in accordance with Article XII of the Constitution of the State of Idaho and Title 50 Idaho Code and is required and has exercised its authority pursuant to the Local Land Use Planning Act codified at Chapter 65 of Title 67 Idaho Code and pursuant to Chapters 3, 9 and 13 of Title 50 Idaho Code to enact the ordinances and regulations, which ordinances are codified in the Ketchum City Code (“KMC”) and are identified in the Findings of Fact and which are herein restated as Conclusions of Law by this reference and which city ordinances govern the applicant’s application.
2. The Ketchum City Council has authority to hear the applicant’s Lot Line Shift Application pursuant to Chapter 16.04 of Ketchum Code Title 16.

3. The City of Ketchum Planning Department provided adequate notice for the review of this application.
4. The Lot Line Shift (Readjustment of Lot Lines) application is governed under Sections 16.04.010, 16.04.020, 16.04.030, 16.04.040, and 16.04.060 of Ketchum Municipal Code Chapter 16.04.
5. As conditioned, the proposed Lot Line Shift meets the standards for approval under Title 16 of Ketchum Municipal Code.

#### **DECISION**

**THEREFORE**, the Ketchum City Council **approves** the 425 River Run Drive Lot Line Shift Application File No. P23-025 this Monday, July 17, 2023 subject to the following conditions:

#### **CONDITIONS OF APPROVAL**

1. The final plat shall be recorded with the Blaine County Clerk and Recorder's Office within one year of approval by the Ketchum City Council.
2. Upon recorded of the final plat with the Blaine County Clerk and Recorder's Office, the applicant shall provide a copy of the recorded final plat to the Planning and Building Department.

Findings of Fact **adopted** this 17<sup>th</sup> day of July 2023.

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Neil Bradshaw, Mayor  
City of Ketchum

Attachment 2

425 River Run Drive

Lot Line Shift

Application File No. P23-025 Submittal



City of Ketchum  
Planning & Building

OFFICIAL USE ONLY	
File Number:	P23-025
Date Received:	4/18/23
By:	HLN
Fee Paid:	\$475
Approved Date:	
Denied Date:	
By:	

## Lot Line Shift Application

OWNER INFORMATION	
Owner Name: Stephen Whipple	
Mailing Address: PO Box 6769 Ketchum, ID 83340	
Phone: 208-721-4943	
Email: bennettwhipple1@gmail.com	
PROJECT INFORMATION	
Name of Proposed Plat: Stephen & Hillary Whipple	
Representative of Owner: Stephen Whipple	
Phone: 208-721-4943	
Mailing Address: PO Box 6769 Ketchum, ID 83340	
Email: bennettwhipple1@gmail.com	
Legal Land Description: SUN VALLEY SUB 1st ADD LOT 21 B 14,	
Project Address: 425 River Run Drive, Ketchum, ID 83340	
Number of Lots: 1	Number of Units: 1
Total Land Area in Square Feet: 14810SF	Current Zoning District: LR
Overlay District: <input type="checkbox"/> Flood <input type="checkbox"/> Mountain <input type="checkbox"/> Avalanche	
Easements to be Dedicated on the Final Plat (Describe Briefly): Water line easement correction	
ATTACHMENTS	
Attachments Necessary to Complete Application:	
1. A copy of a current lot book guarantee and recorded deed to the subject property;	
2. One (1) copy of preliminary plat; and,	
3. A CD or email of an electronic (.pdf) of the plat.	

Applicant agrees in the event of a dispute concerning the interpretation or enforcement of the Lot Line Shift Application, in which the City of Ketchum is the prevailing party, to pay reasonable attorney fees, including attorney fees on appeal, and expenses of the City of Ketchum. I, the undersigned, certify that all information submitted with and upon this application form is true and accurate to the best of my knowledge and belief.

Signature of Owner/Representative  Date 04/03/2023

Once your application has been received, we will review it and contact you with next steps. No further action is required at this time.

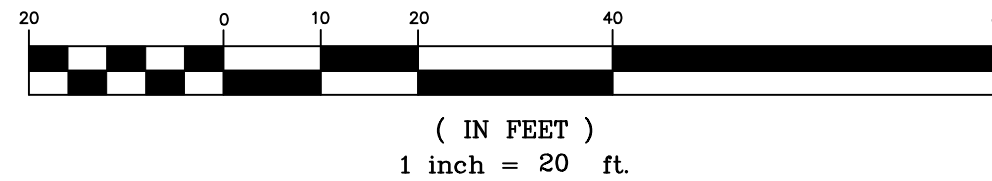
191 5th St. West | P.O. Box 2315 | Ketchum, ID 83340 | main 208.726.7801 | fax 208.726.7812

Facebook/CityofKetchum | twitter.com/Ketchum\_Idaho | www.ketchumidaho.org

# A PLAT SHOWING LOT 21BB, FIRST ADDITION, SUN VALLEY SUBDIVISION

WHEREIN A WATER LINE EASEMENT IS RELOCATED CREATING LOT 21BB AS SHOWN HEREON  
LOCATED WITHIN SECTION 12, T.4N., R.17E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO  
APRIL 2023

GRAPHIC SCALE



### LEGEND

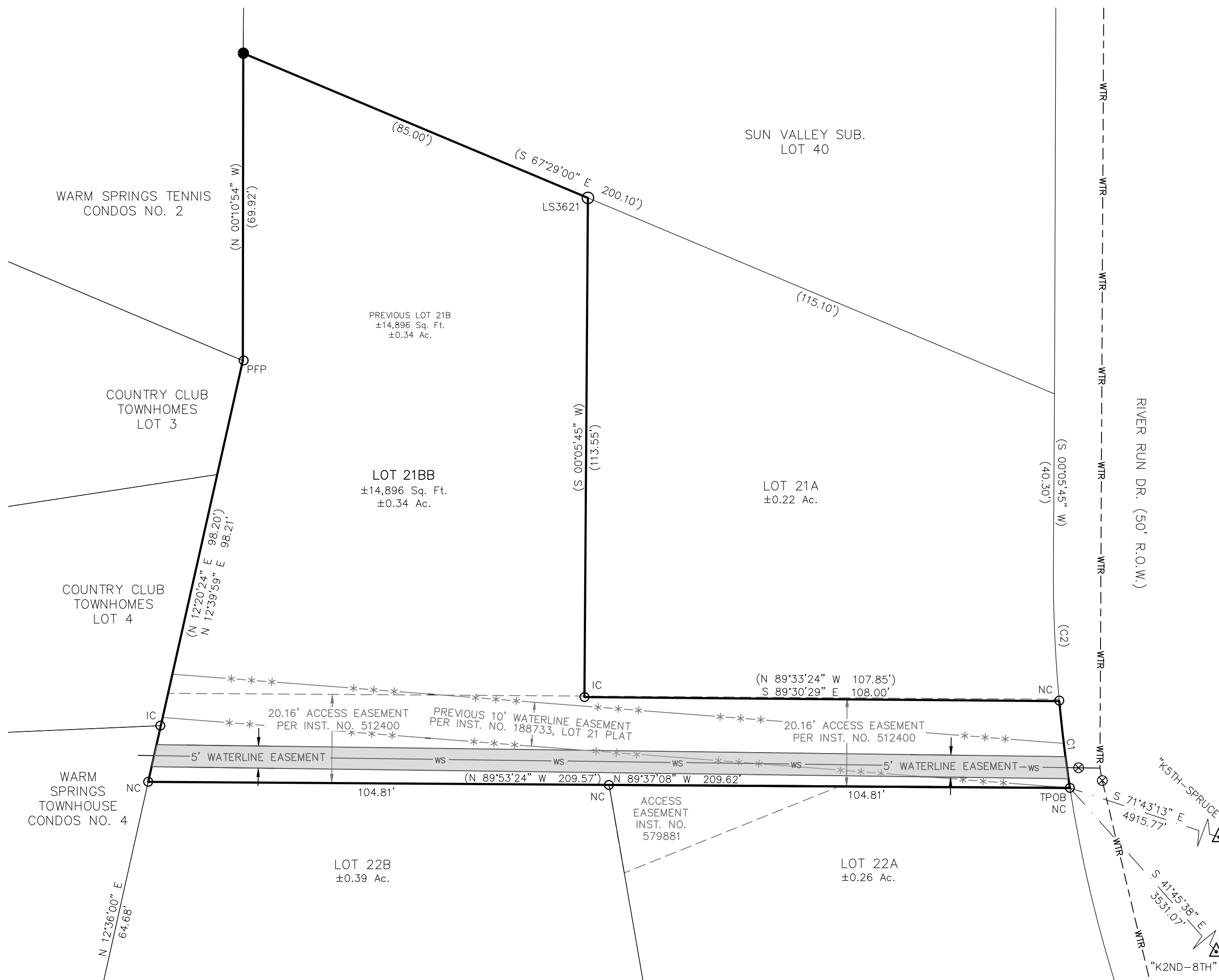
- Subject Boundary
- Adjoiner Lot Lines
- Water Main
- Water Service
- Relocated Waterline Easement
- Access Easements as Shown
- Previous Waterline Easement
- Found 1/2" Rebar as Shown
- Found 5/8" Rebar as Shown
- Set 5/8" Rebar, PLS 7048
- Existing Water Valve
- ( ) Record Bearing and Distance, Inst. No. 188733

### NOTES

- 1) Basis of Bearings is Idaho State Plane Coordinate System, Central Zone, NAD83, (1992), at Grid in US Survey Feet. Combined Project Scale Factor is 0.9996818. Ground distances will be slightly longer.
- 2) Documents used or considered include:
  - First Addition Sun Valley Subdivision, Instrument Number 93769;
  - Subdivision of Lot 21, First Addition of Sun Valley Subdivision, Instrument Number 188733;
  - Sun Valley Subdivision, 1st Addition Lots 22A and 22B, Instrument Number 658920;
  - Easement Instrument Numbers 185870, 512400 and 579881 all Records of Blaine County, Idaho.
- 3) Please refer to the Plat Notes, Easements, Reservations, Dedications, Conditions, Covenants, and Restrictions on Original Plat and subsequent surveys that may affect the Subject Boundary.

### SURVEYOR NARRATIVE

The purpose of this Survey is to amend an existing waterline easement, as shown on the Subdivision of Lot 21, First Addition of Sun Valley Subdivision, Instrument Number 188733, across Lot 21B, First Addition Sun Valley Subdivision. After research, a site survey and utility locate by the City of Ketchum, it was discovered that the existing waterline is located outside of the waterline easement shown on the Plat of Lot 21B, Instrument Number 188733. The waterline easement shown on Instrument Number 188733 appears to be in error when compared to a previous easement for the same waterline, Instrument Number 185870 that describes the easement to be "...northerly and adjacent to the Southerly Line of Lot 21..." Since the City of Ketchum was the beneficiary of said easement and the city utility department located the waterline and stated that only 5 feet of width was necessary for maintenance and repair, this Plat should replace Instrument Number 185870 and the waterline easement is hereby relocated to reflect the utility path on the ground.



CURVE TABLE				
CURVE	ARC LENGTH	RADIUS	CHORD LENGTH	CHORD BEARING
C1	19.88'	298.00'	19.88'	S 06°54'06" E
(C1)	(20.16')	(298.00')	(20.16')	(S 07°29'30" E)
(C2)	(29.38')	(298.00')	(29.37')	(S 02°43'44" E)

HEALTH CERTIFICATE: Sanitary restrictions as required by Idaho Code Title 50, Ch. 13, have been satisfied. Sanitary restrictions may be reimposed in accordance with Idaho Code Title 50, Ch. 13, Sec. 50-1326, by issuance of a Certificate of Disapproval.

Date \_\_\_\_\_

South Central Public Health District, EHS



**CERTIFICATE OF OWNERSHIP**

This is to certify that the undersigned are the owners in fee simple of the following described parcel of land:

A parcel of land located within Section 12, Township 4 North, Range 17 East, Boise Meridian, City of Ketchum, Blaine County, Idaho; more particularly described as follows:

Lot 21B of SUBDIVISION OF LOT 21, FIRST ADDITION OF SUN VALLEY SUBDIVISION, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 188733, records of Blaine County, Idaho, to be Replatted as Lot 21BB as shown hereon.

The easements indicated hereon are not dedicated to the public, but the right to use said easements is hereby reserved for the public utilities and for any other uses indicated hereon and no permanent structures are to be erected within the lines of said easements. We do hereby certify that all lots in this plat will be eligible to receive water service from an existing water distribution system and that the existing water distribution system has agreed in writing to serve all of the lots shown within this plat.

It is the intent of the owners to hereby include said land in this plat, to be amended as shown hereon.

\_\_\_\_\_  
Steven B. Whipple

\_\_\_\_\_  
Hillary Whipple

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, a Notary Public in and for said State, personally appeared Stephen B. Whipple and Hillary Whipple, husband and wife, as community property with right of survivorship, known or identified to me, to be the persons whose names are subscribed to the Owner's Certificate and acknowledged to me that they executed the same.

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

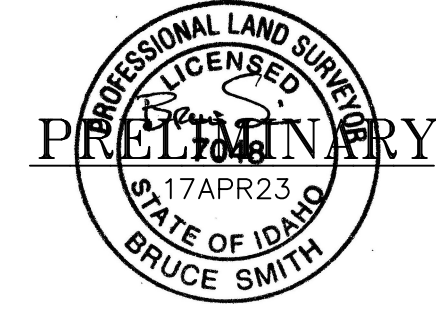
\_\_\_\_\_  
Notary Public in an for said State

\_\_\_\_\_  
Residing At

\_\_\_\_\_  
My Commission Expires

**SURVEYOR'S CERTIFICATE**

I, Bruce Smith, a duly licensed Professional Land Surveyor in the State of Idaho, do hereby certify that this plat of Lot 21BB, First Addition, Sun Valley Subdivision, is a true and accurate map of the land surveyed under my direct supervision and that it is in accordance with the Idaho State Code relating to plats and surveys and is in accordance with the City of Ketchum Subdivision Standards..



**COUNTY SURVEYOR'S APPROVAL**

I, Sam Young, County Surveyor for Blaine County, Idaho, have checked the foregoing plat and computations for making the same and have determined that they comply with the laws of the State of Idaho relating thereto.

\_\_\_\_\_  
Sam Young, PLS 11577  
County Surveyor

**KETCHUM CITY COUNCIL CERTIFICATE**

I, the undersigned, City Clerk, in and for the City of Ketchum, Blaine County, Idaho, do hereby certify that at a regular meeting of the City Council held on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, this plat was duly accepted and approved.

\_\_\_\_\_  
City Clerk, City of Ketchum

**CITY ENGINEER CERTIFICATE**

I, the undersigned, City Engineer, in and for the City of Ketchum, Blaine County, Idaho, do hereby approve this plat on this \_\_\_\_\_ day of \_\_\_\_\_, 2023, and certify that it is in accordance with the City of Ketchum subdivision ordinance.

\_\_\_\_\_  
City Engineer, City of Ketchum

**CITY PLANNER CERTIFICATE**

I, the undersigned, Planner, in and for the City of Ketchum, Blaine County, Idaho, do hereby approve this plat on this \_\_\_\_\_ day of \_\_\_\_\_, 2023, and certify that it is in accordance with the City of Ketchum subdivision ordinance.

\_\_\_\_\_  
City Planner, City of Ketchum

**COUNTY TREASURER'S APPROVAL**

I, the Undersigned, County Treasurer in and for Blaine County, State of Idaho, per the Requirements of Idaho Code 50-1308, do hereby Certify that any and all Current and/or Delinquent County Property Taxes for the Property included in this Plat of Lot 21BB, First Addition, Sun Valley Subdivision, have been paid in full on this \_\_\_\_\_ day of \_\_\_\_\_, 2023. This Certification is valid for the next thirty (30) days only.

\_\_\_\_\_  
Blaine County Treasurer

**COUNTY RECORDER'S CERTIFICATE**

STATE OF IDAHO }  
COUNTY OF BLAINE } ss

This is to certify that the foregoing Plat was Filed in the Office of the Recorder of Blaine County, Idaho, and Duly Recorded at the Time, Date, and Instrument Number shown below.

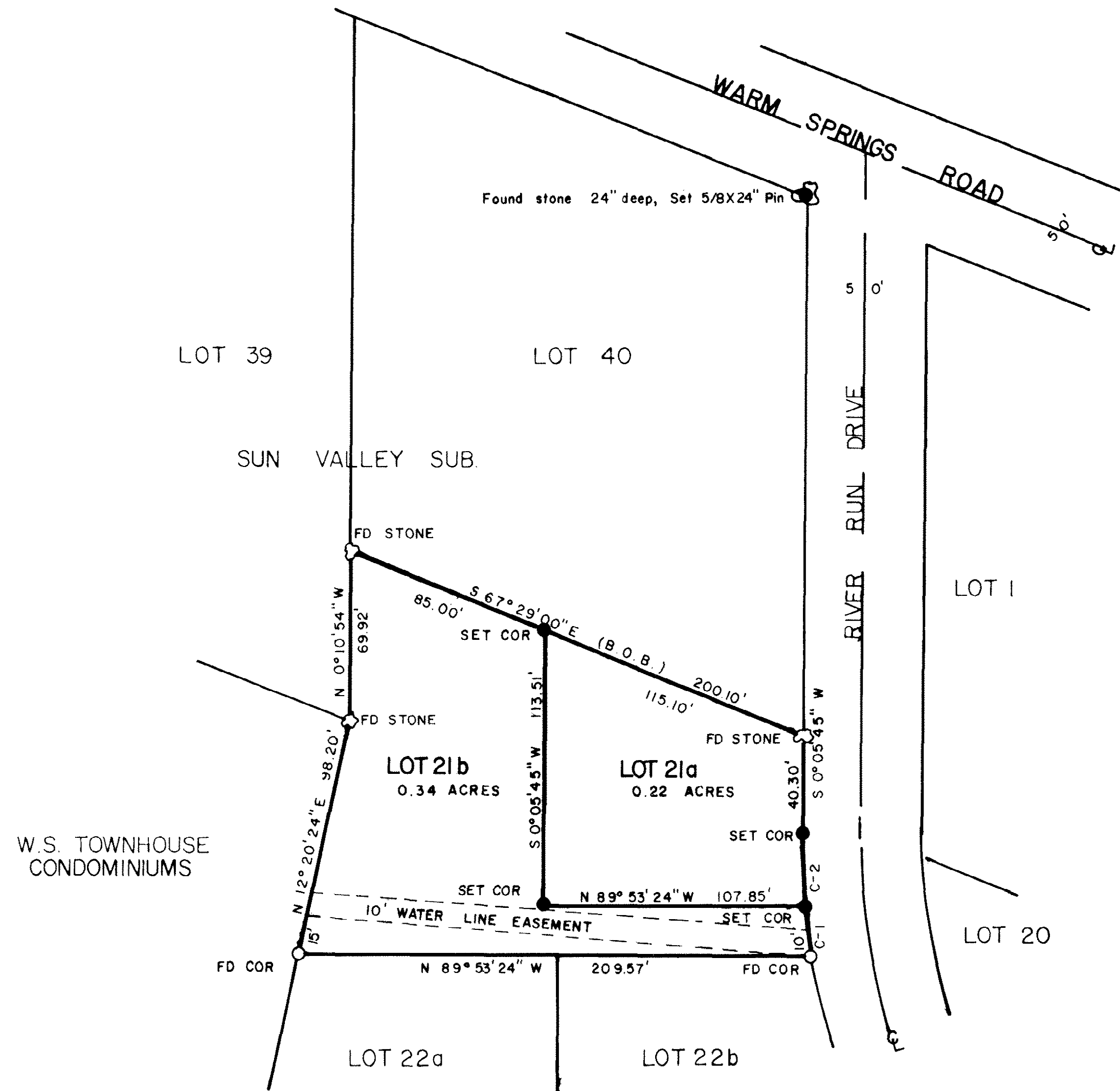
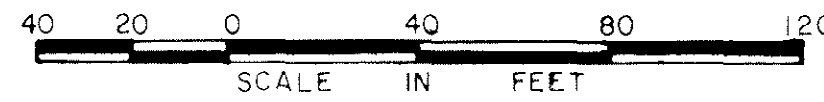
\_\_\_\_\_  
Ex-officio Recorder

LOT 21BB, 1ST ADD., SV SUBD.  
ALPINE ENTERPRISES INC.  
KETCHUM, IDAHO  
SHEET 2 OF 2

# PLAT SHOWING SUBDIVISION OF LOT 21 FIRST ADDITION OF SUN VALLEY SUBDIVISION

SE 1/4, SW 1/4, SECTION 12, T. 4 N., R. 17 E., B.M., KETCHUM, IDAHO

1978



CURVE DATA						
CURVE	Δ	R	T	L	Ch.	Ch. Brng.
C-1	3°52'34"	298.00	10.08	20.16	20.16	S 7°29'30"E
C-2	5°38'58"	298.00	14.70	29.38	29.37	S 2°43'44"E



1"=40'

### LEGEND

- FOUND STONE 12" DEEP WITH "X"
- FOUND 1/2" IRON PIN
- SET 5/8" X 24" IRON PIN  
W/ YELLOW PLASTIC CAP "LS 3621"

SAWTOOTH ENGINEERING  
KETCHUM, IDAHO

CERTIFICATE OF OWNERSHIP

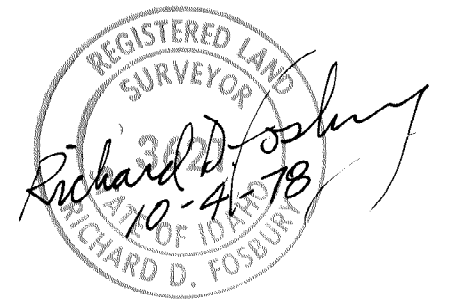
This is to certify that I, Stephen D. Ballentine, am the owner of the following described parcel of land; Lot 21 of the First Addition of Sun Valley Subdivision, Ketchum, as platted and recorded in the Blaine County Recorder's Office, Blaine County, Idaho.

*Stephen D. Ballentine*

Stephen D. Ballentine

SURVEYOR'S CERTIFICATE

I, Richard D. Fosbury, a duly licensed land surveyor in the State of Idaho, do hereby certify that this plat of Subdivision of Lot 21, First Addition of Sun Valley Subdivision is a true and accurate map of the land surveyed under my direct supervision and that it is in accordance with the Idaho State Code relating to plats and surveys.

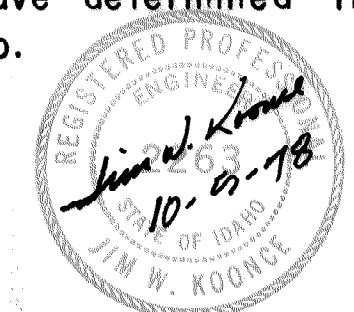


SANITARY RESTRICTIONS

*11-16-78*

COUNTY ENGINEER'S APPROVAL

I, Jim W. Koonce, County Engineer for Blaine County, Idaho, have checked the foregoing plat and computations for making the same and have determined that they comply with the laws of the State of Idaho relating thereto.



APPROVAL OF CITY ZONING COMMISSION

The foregoing plat was approved by the City Zoning Commission on this 25th day of September, 1978.

Chairman

APPROVAL OF CITY COUNCIL

The foregoing plat was approved by the City Council of Ketchum on this 5th day of October, 1978.

City Clerk

CITY ENGINEER'S APPROVAL

The foregoing plat was approved by Wesley K. Nash, City Engineer for the City of KETCHUM on this 8th day of November, 1978.

City Engineer

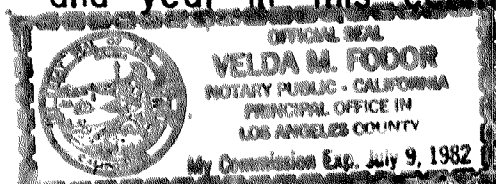
ACKNOWLEDGEMENT

STATE OF California  
COUNTY OF Los Angeles } ss

On this 10 day of October, 1978, before me, a Notary Public in and for said state personally appeared the person whose name is subscribed to the Owner's Certificate and acknowledged to me that he executed the same.

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

*Velda M. Fodor*  
Notary Public



COUNTY RECORDERS CERTIFICATE

STATE OF IDAHO } ss  
COUNTY OF BLAINE

This is to certify that the foregoing plat was filed in the office of the Recorder of Blaine County, Idaho on this 16 day of Nov, 1978, at 2:32 P.M., and duly recorded in Plat-Book     , at page     . Snak No: 188733

Ex-officio Recorder

*By Hazel Barber, Deputy*

WATER LINE EASEMENT

THIS EASEMENT executed this 19th day of June,  
1978, by and between Stephen D. Ballentine

hereinafter called the Grantor (s), and the CITY OF KETCHUM,  
a municipal corporation, Blaine County, Idaho, hereinafter referred  
to as Grantee;

WHEREAS, the Grantor (s), own Lot 21,  
Sun Valley Subdivision, First Addition

within the City of Ketchum, Blaine County, Idaho; and

WHEREAS, the Grantor (s) and the City of Ketchum  
believe that they would be mutually benefited by the grant of  
a water line easement to the Grantee to enable the Grantee to  
construct and maintain said water line and allow other individuals  
wishing to connect to same;

WITNESSETH:

1. The Grantor (s) hereby grant to the Grantee forever  
a ten (10) foot water line easement for construction, maintain,  
connection and repair of an underground water line across the  
Grantor (s) property over and under the area described as follows:

a 10 foot waterline easement lying northerly of and  
adjacent to the southerly line of Lot 21 of the First  
Addition of Sun Valley Subdivision, as filed at the  
Blaine County Recorders Office, Blaine County, Idaho.

This permanent easement includes all necessary access for the  
Grantee to enable Grantee or its employees and agents to do any  
necessary repair, maintain or connection work on the water line  
installed in the area of this easement.

2. It is expressly understood and agreed by and between  
the parties hereto that the Grantee will timely complete the work  
of installing the water line and restore the premises used thereof  
to a condition comparable with that existing prior to exercising  
this easement;

that in making future repairs the Grantee will expeditiously replace and restore the premises to a condition comparable to that existent prior to undertaking such repairs and replacement.

3. The Grantor hereby covenants and agrees that they will not allow to be placed any permanent structures on the area described for this easement which could interfere with the use of said described easement for the purposes stated herein.

4. The Grantor (s) grant to the Grantee an additional ten (10) foot temporary construction easement for excavation, storage and construction of the within line across the Grantor's property over and under the area described as follows:

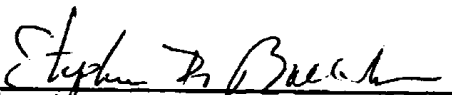
A 10 foot temporary construction easement lying northerly of and adjacent to the northerly line of the above described permanent waterline easement.

This temporary easement shall automatically terminate ninety (90) days after completion of the initial installation and backfilling of said water line.

5. It is understood and agreed that the Grantee will restore said temporary construction easement to a condition comparable to that existent prior to the undertaking of the construction of such water line.

6. It is further understood and agreed that any valves and other allied facilities installed by the Grantee on the property of the Grantor will be buried and will not materially interfere with the Grantor's surface use of the property.

This easement shall bind the heirs, personal representatives and assigns of the Grantor (s).

  
Grantor

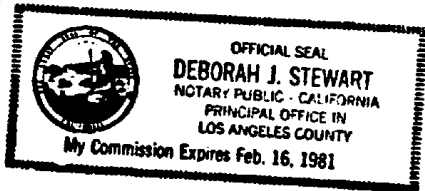
\_\_\_\_\_  
Grantor

STATE OF California }  
County of Los Angeles } ss.

On this 19th day of June, 1978, personally  
appeared before me, the undersigned, a Notary Public in and for  
said State, \*\*\*STEPHEN D. BALLENTINE\*\*\*

known to me to be the signer (s) of the within instrument, who  
duly acknowledged to me that he executed the same.


*Deborah J. Stewart*  
Notary Public for  
Residing at: Palos Verdes



*James Phillips*  
3:40 P.  
Aug 23, 1978  
Deeds  
MARIE VIE LILYA  
*Hazel Barber*  
3:00 P.

110: 185-870

## Sun Valley Title

 A TitleOne Company

File # 19343927

### Quitclaim Deed

For value received, **Hillary Whipple and Stephen Whipple, wife and husband**

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

**Stephen B. Whipple and Hillary Whipple, husband and wife, as community property with right of survivorship**

whose current address is PO Box 6769, Ketchum, ID 83340,

the following described premises:

Lot 21B of SUBDIVISION OF LOT 21, FIRST ADDITION OF SUN VALLEY SUBDIVISION, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 188733, records of Blaine County, Idaho.

To have and to hold the said premises, unto the said grantees, heirs and assigns forever.

Remainder of this page left intentionally blank.

Date: 10/04/2019

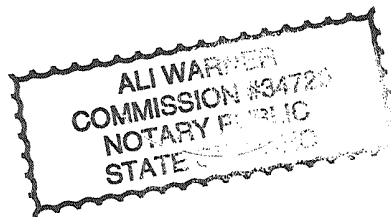
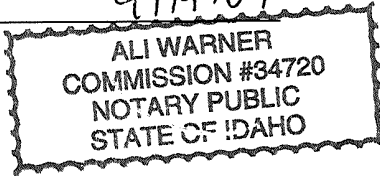
Hillary Whipple  
Hillary Whipple

Stephen Whipple  
Stephen Whipple

State of Idaho, County of Blaine, ss.

On this 9<sup>th</sup> day of October in the year of 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Hillary Whipple known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

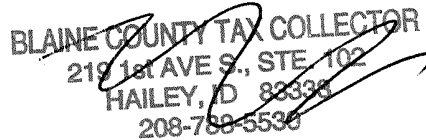
[Signature], Notary Public  
Residing at: Ketchum ID  
My Commission Expires: 9/19/24  
(seal)



State of Idaho, County of Blaine, ss.

On this 9<sup>th</sup> day of October in the year of 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Stephen Whipple known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

[Signature], Notary Public  
Residing at: Ketchum ID  
My Commission Expires: 9/19/24  
(seal)







**CLTA GUARANTEE**

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

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

**GUARANTEES**

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

**Dated: December 14, 2022**

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

Countersigned by:

\_\_\_\_\_  
Authorized Countersignature

\_\_\_\_\_  
TitleOne  
Company Name

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



\_\_\_\_\_  
Frederick H. Eppinger  
President and CEO

\_\_\_\_\_  
David Hisey  
Secretary

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

## GUARANTEE CONDITIONS AND STIPULATIONS

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

## GUARANTEE CONDITIONS AND STIPULATIONS

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

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

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

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

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

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

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

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

**9. Limitation of Liability**

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

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

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

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

**11. Payment Loss**

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

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

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

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

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

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

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

**14. Liability Limited to This Guarantee; Guarantee Entire Contract**

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

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

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

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

**LOT BOOK GUARANTEE**  
**Issued By**  
**Stewart Title Guaranty Company**

**SCHEDULE A**

**File No.** 22467820  
**State:** ID  
**County:** Blaine

<u>Guarantee No.</u>	<u>Liability</u>	<u>Date of Guarantee</u>	<u>Fee</u>
G-0000891071248	\$1,000.00	December 14, 2022 at 7:30 a.m.	\$140.00

**Name of Assured:**  
Alpine Engineering Inc.

The assurances referred to on the face page hereof are:

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

Lot 21B of SUBDIVISION OF LOT 21, FIRST ADDITION OF SUN VALLEY SUBDIVISION, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 188733, records of Blaine County, Idaho.

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

Deed Type: Quit Claim Deed  
Grantors: Hillary Whipple and Stephen Whipple, wife and husband  
Grantees: Stephen B. Whipple and Hillary Whipple, husband and wife, as community property with right of survivorship  
Recorded Date: October 15, 2019  
Instrument: 664013  
[Click here to view](#)

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

**EXCEPTIONS:**

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

425 River Run Dr, Ketchum, ID 83340

2. Taxes, including any assessments collected therewith, for the year 2022 for which the first installment is paid, and the second installment is due and payable on or before June 20, 2023.

Parcel Number: [RPK0545000021B](#)  
Original Amount: \$6,349.04

3. The land described herein is located within the boundaries of the City of Ketchum and is subject to any assessments levied thereby.
4. Easements, reservations, restrictions, and dedications as shown on the official plat of [Sun Valley Subdivision First Addition](#).

**Lot Book Guarantee**

5. Easements, reservations, restrictions, and dedications as shown on the official plat of Subdivision of [Lot 21, First Addition of Sun Valley Subdivision](#).

6. Reservations and exceptions in a United States Patent, and in the act authorizing the issuance thereof, recorded March 21, 1887 in Book 1 of Patents, at Page [189](#), records of Blaine County, Idaho.

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

8. An easement for the purpose shown below and rights incidental thereto as set forth in a/an Water Line Easement.

Granted to: City of Ketchum

Purpose: Waterline

Recorded: August 23, 1978

Instrument No.: [185870](#), records of Blaine County, Idaho.

9. Exceptions and Reservations as contained in a/an Warranty Deed .

Executed by: Earl Weatherhead and Ethel Weatherhead, husband and wife

Purpose: Restrictions

Recorded: May 24, 1949

Instrument No.: [95403](#), records of Blaine County, Idaho.

10. A Deed of Trust to secure an indebtedness in the amount shown below and any other obligations secured thereby:

Amount: \$699,100.00

Trustor/Grantor: Stephen B. Whipple and Hillary Whipple, husband and wife

Trustee: Pioneer Title Company

Beneficiary: U.S. Bank National Association

Dated: October 9, 2019

Recorded: October 15, 2019

Instrument No.: [664015](#), records of Blaine County, Idaho.

**Sun Valley Title**

**By:**

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

**Nick Busdon, Authorized Signatory**

File No. 22467820

**JUDGMENT AND TAX LIEN GUARANTEE**

Issued By  
Stewart Title Guaranty Company

**SCHEDULE A**

**Amount of Liability:** \$1,000.00

**Fee Amount:** \$0.00

**Guarantee No.:** G-0000891071248

**Name of Assured:** Alpine Engineering Inc.

**Date of Guarantee:** December 14, 2022

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

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

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

The parties referred to in this guarantee are as follows:

Stephen B. Whipple and Hillary Whipple, husband and wife, as community property with right of survivorship

Sun Valley Title

By:



Nick Busdon, Authorized Signatory

File No. 22467820

SCHEDULE B

Exceptions:

NONE