



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 | |
| | |
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| | |
| | |
| | |
| 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 

04/03/2023
Date

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

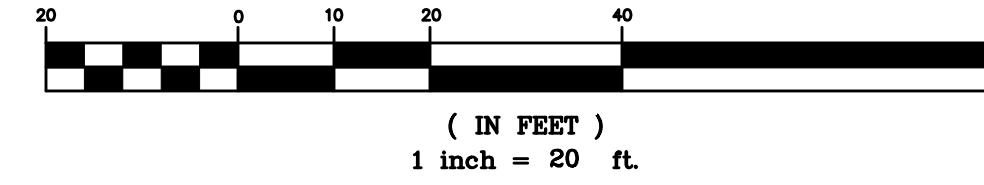
191 5th St. West | P.O. Box 2315 | Ketchum, ID 83340 | main 208.726.7801 | fax 208.726.7812

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
JUNE 2023

GRAPHIC SCALE



LEGEND

- Subject Boundary
- Adjoinder Lot Lines
- Water Main
- Water Service
- Relocated 5' Waterline Easement
Instrument No. 185870
- 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

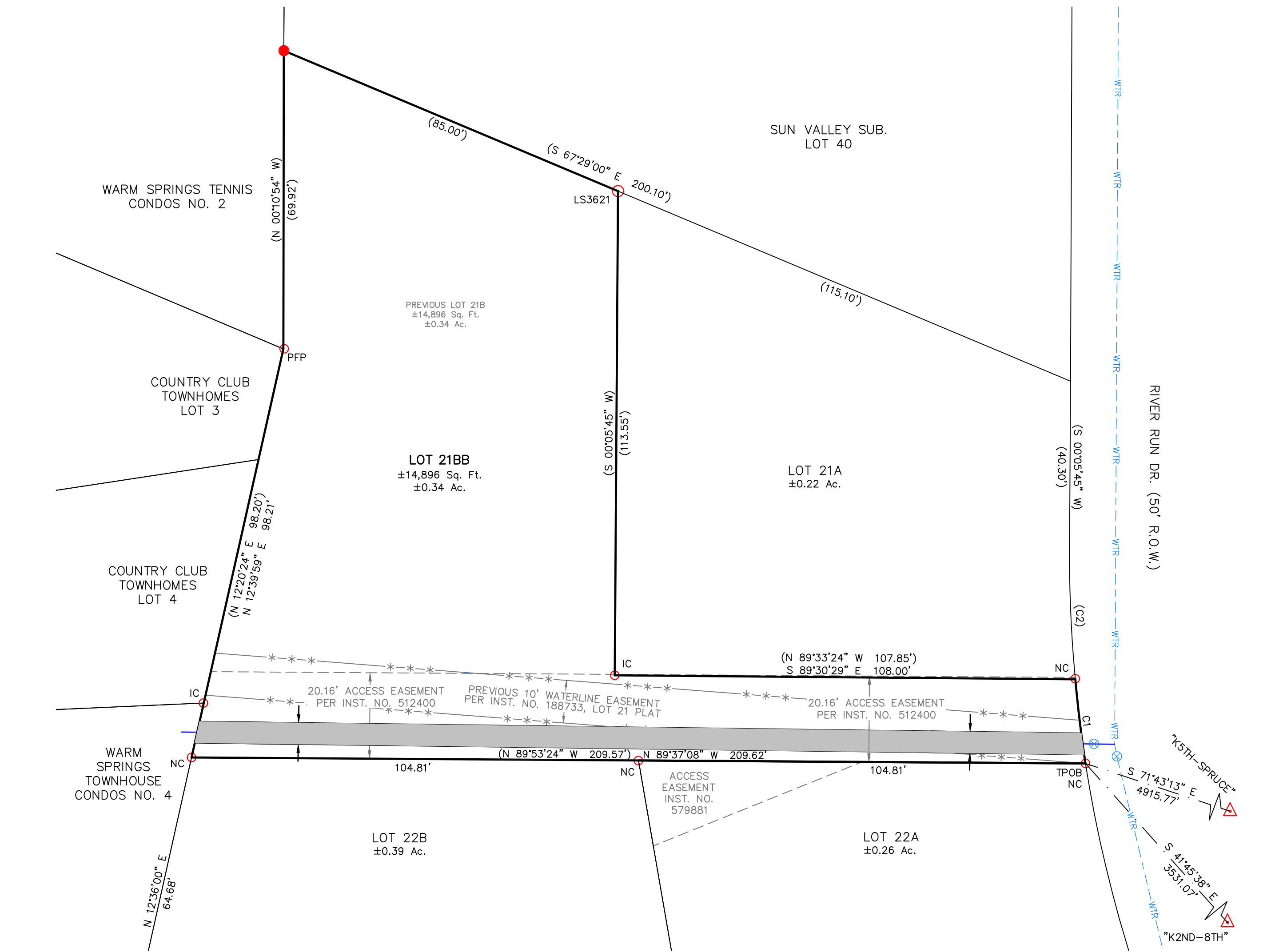
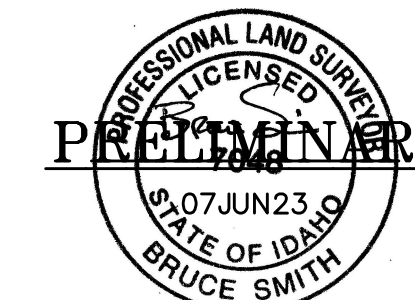
- 1) Basis of Bearings is Idaho State Plane Coordinate System, Central Zone, NAD83, (1992), at Grid in US Survey Feet. Combined Project Scale Factor is 0.9996818. Ground distances will be slightly longer.
- 2) Documents used or considered include:
 - First Addition Sun Valley Subdivision, Instrument 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 does not replace or vacate, but rather amends Instrument Number 185870 and corrects the error shown on the Lot 21B Plat (Inst. No. 188733).



| 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

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

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

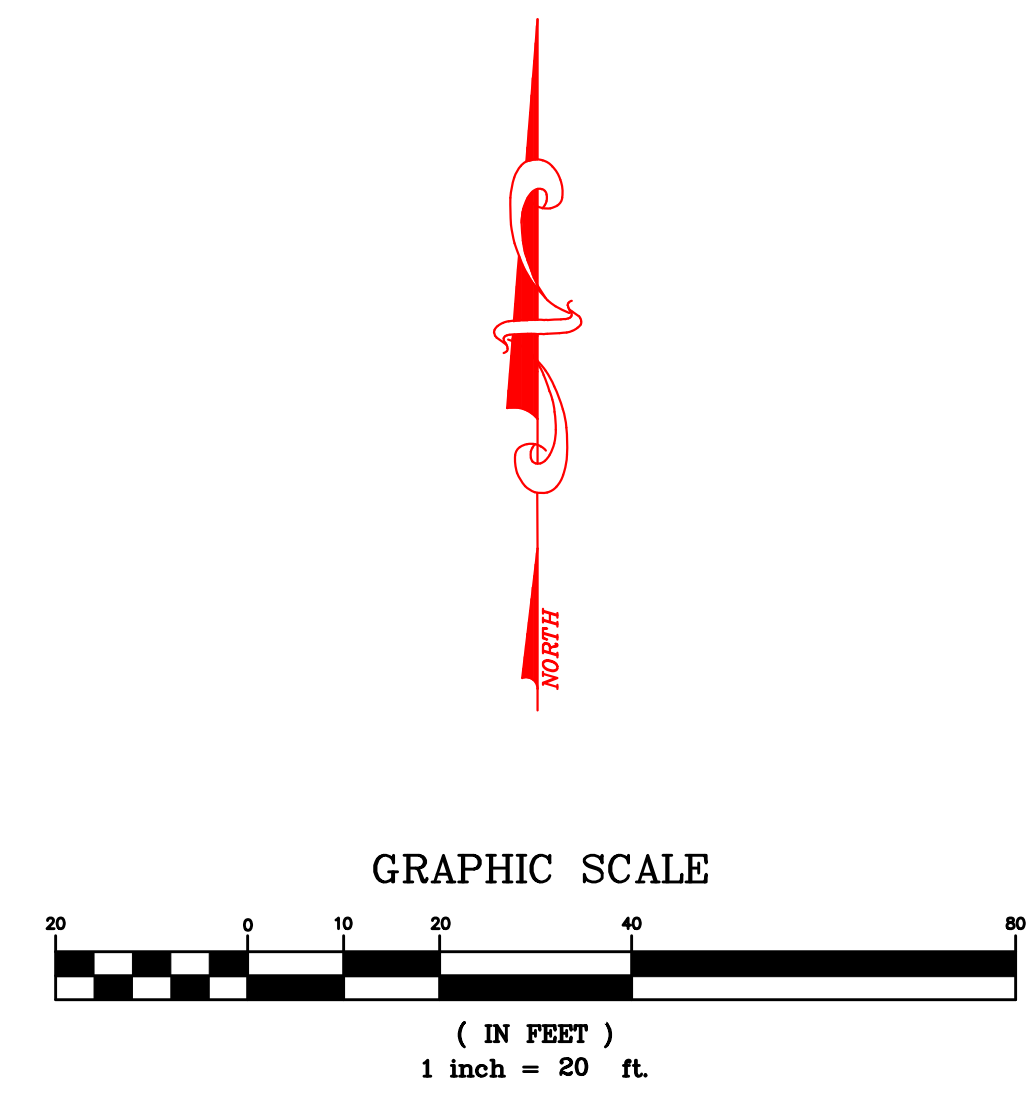
COUNTY RECORDER'S CERTIFICATE

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



LEGEND

| | |
|--|--|
| | SUBJECT BOUNDARIES |
| | ADJOINERS LOT LINES |
| | EOA = EDGE OF ASPHALT |
| | EOG = EDGE OF GRAVEL |
| | PVRS = PAVERS |
| | EXISTING BUILDING/STRUCTURE |
| | COVERED ROOF |
| | EXISTING DECK |
| | HGWR FNC = EXISTING HOGWIRE FENCE |
| | EXISTING WOOD FENCE |
| | RTW = RETAINING WALL |
| | WATER MAIN |
| | WATERLINE PER CITY OF KETCHUM LOCATE |
| | 10' WATERLINE EASEMENT PER INST. NO. 188733 |
| | 10' CONTOURS PER BLAINE COUNTY GIS LIDAR |
| | 2' CONTOURS PER BLAINE COUNTY GIS LIDAR |
| | OVERHEAD POWER LINE |
| | COMMUNICATION LINE |
| | ACCESS EASEMENTS AS SHOWN |
| | PROPOSED GARAGE EXTENSION |
| | PROPOSED WATERLINE EASEMENT |
| | CNTRL = SURVEY CONTROL |
| | FND = FOUND 1/2" REBAR AS SHOWN |
| | FOUND 5/8" REBAR AS SHOWN |
| | POWER METER |
| | PHONE BOX |
| | GAS METER |
| | DT = DECIDUOUS TREE |
| | CONIFEROUS TREE |
| | NC NO CAP |
| | () RECORD BEARING AND DISTANCE PER INST. NO. 188733 |

- NOTES**
- 1) Basis of Bearings is Idaho State Plane Coordinate System, Central Zone, NAD83, (1992), at Grid in US Survey Feet. Vertical Datum is NAVD1988, (1992).
 - 2) Boundary Information is from the Plat of the Subdivision of Lot 21, First Addition of Sun Valley Subdivision, Instrument Number 188733; the Plat of First Addition Sun Valley Subdivision, Instrument Number 93769; the Plat of Sun Valley Subdivision, 1st Addition Lots 22A and 22B, Instrument Number 658920; 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.
 - 4) Utility Locations shown are based on visual surface evidence and should be verified by Digline Locate before any Excavation.
 - 5) Current Zoning appears to be Limited Residential, (LR). Please refer to City of Ketchum Zoning Ordinances for more information about this Zone including Building Setbacks.
 - 6) Not all trees and vegetation are shown, some locations are approximate.
 - 7) Aerial Imagery is per Nearmap 2022.

SURVEYOR NARRATIVE

The purpose of this Survey is to amend an existing waterline easement, (Instrument Number 188733), across Lot 21B, First Addition Sun Valley Subdivision. After a site survey and utility locate by the City of Ketchum, it was discovered that the existing waterline is located outside of the existing easement as shown. The easement is hereby relocated as shown hereon to reflect the utility path on the ground.

PROJECT PATH AND PRINT DATE: U:\LandProjects2004\700_WARBERG\dwg\700_SVSub_1stAdd_Lt21B_PrePlat2023.dwg 04/11/2023 4:50:14 PM MST

| REVISIONS | NO | DATE | BY |
|-----------|----|------|----|
| | | | |
| | | | |
| | | | |

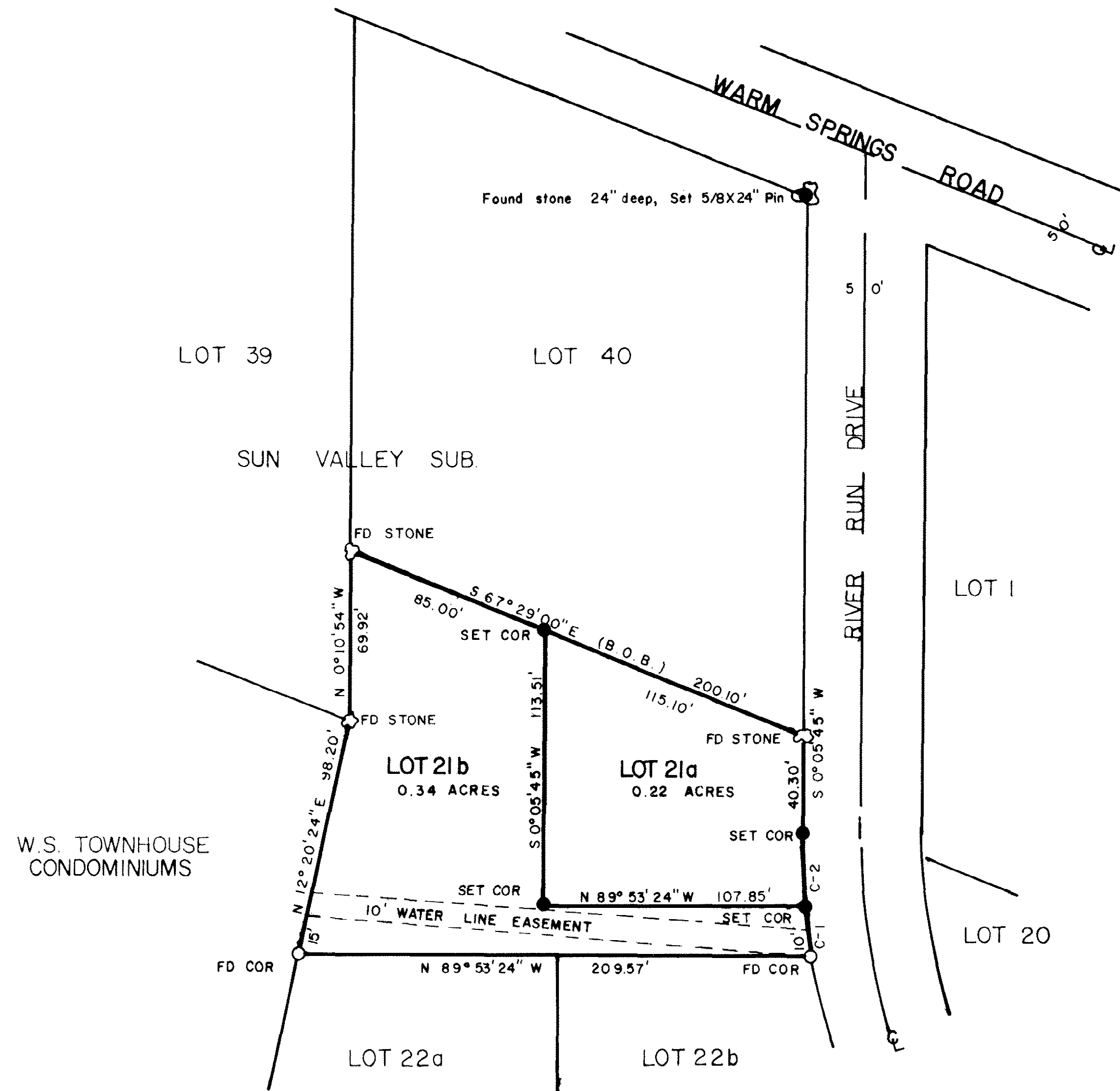
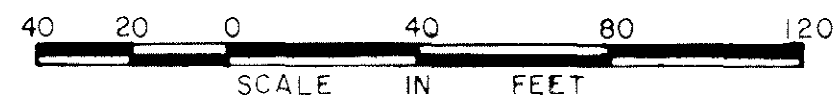
Alpine Enterprises Inc.
 Surveying, Mapping, Civil Engineering,
 and Natural Hazards Consulting
 P.O. Box 2037, Ketchum, ID. 83340 USA
 (208) 727-1858
 email: barnt@alpineenterprisesinc.com

A PRELIMINARY PLAT SHOWING
 LOT 21B, FIRST ADDITION, SUN VALLEY SUBDIVISION
 WHEREIN A WATERLINE EASEMENT IS AMENDED,
 CREATING LOT 21BB AS SHOWN HEREON
 WITHIN S12, T.4N., R.17E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
 PREPARED FOR BEN & HILLARY WHIPPLE

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 |



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

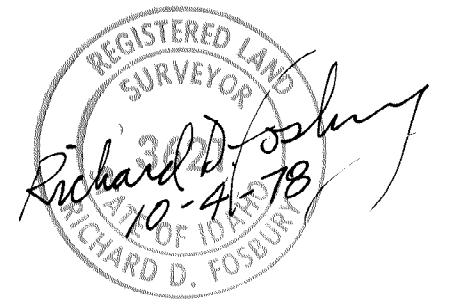
This is to certify that I, Stephen D. Ballentine, am the owner of the following described parcel of land; Lot 21 of the First Addition of Sun Valley Subdivision, Ketchum, as platted and recorded in the Blaine County Recorder's Office, Blaine County, Idaho.

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.

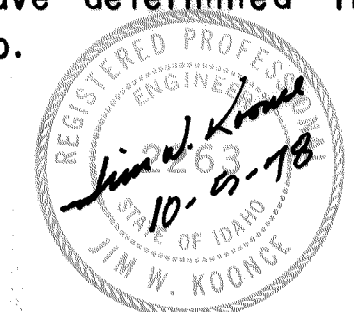


SANITARY RESTRICTIONS

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

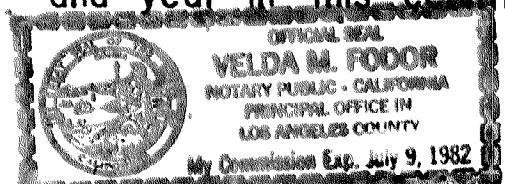
STATE OF California
COUNTY OF Los Angeles } ss

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

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

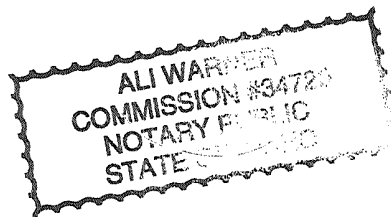
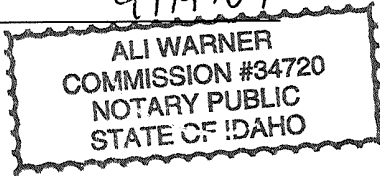
Hillary Whipple
Hillary Whipple

Stephen Whipple
Stephen Whipple

State of Idaho, County of Blaine, ss.

On this 9th 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.

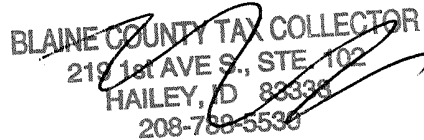
[Signature], Notary Public
Residing at: Ketchum ID
My Commission Expires: 9/19/24
(seal)



State of Idaho, County of Blaine, ss.

On this 9th 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