



**City of Ketchum  
Planning & Building**

OFFICIAL USE ONLY	
Application Number:	P23-053
Date Received:	6/8/23
By:	HLN
Fee Paid:	\$8925
Approved Date:	
By:	

**Subdivision Application**

Submit completed application to the Planning and Building Department electronically to [planningandzoning@ketchumidaho.org](mailto:planningandzoning@ketchumidaho.org). Once your application has been received, we will review it and contact you with the next steps. If you have questions, please contact the Planning and Building Department at (208) 726-7801. To view the Development Standards, visit the city website at: [www.ketchumidaho.org](http://www.ketchumidaho.org) and click on Municipal Code.

APPLICANT INFORMATION	
Name of Proposed Subdivision: <b>Walnut &amp; Fourth Condominiums</b>	
Owner of Record: <b>Walnut &amp; Fourth LLC</b>	
Address of Owner: <b>c/o Gregory Carr, 313 N Water Ave., Idaho Falls, ID 83402</b>	
Representative of Owner: <b>David Patrie, Galena-Benchmark Engineering</b>	
Legal Description: <b>Lot 7A, Block 44, Ketchum Townsite RPK 000044007A</b>	
Street Address: <b>580 4th St. E</b>	
SUBDIVISION INFORMATION	
Number of Lots/Parcels: <b>17 condo units</b>	
Total Land Area: <b>+/- 16,512 Sq. Ft. (0.38 Ac. +/-)</b>	
Current Zoning District: <b>CC</b>	
Proposed Zoning District: <b>CC</b>	
Overlay District:	
TYPE OF SUBDIVISION	
Condominium <input checked="" type="checkbox"/>	Land <input type="checkbox"/>
PUD <input type="checkbox"/>	Townhouse <input type="checkbox"/>
Adjacent land in same ownership in acres or square feet:	
Easements to be dedicated on the final plat: <b>Public Utility Easements as shown on the attached plat.</b>	
Briefly describe the improvements to be installed prior to final plat approval: <b>The structure and infrastructure for condominium units will be finished.</b>	
ADDITIONAL INFORMATION	
All lighting must be in compliance with the City of Ketchum's Dark Sky Ordinance One (1) copy of Articles of Incorporation and By-Laws of Homeowners Associations and/or Condominium Declarations One (1) copy of current title report and owner's recorded deed to the subject property One (1) copy of the preliminary plat All files should be submitted in an electronic format to <a href="mailto:planningandzoning@ketchumidaho.org">planningandzoning@ketchumidaho.org</a>	

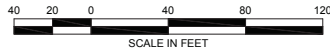
Applicant agrees in the event of a dispute concerning the interpretation or enforcement of the Subdivision Application in which the City of Ketchum is the prevailing party to pay reasonable attorney's fees and costs, including fees and costs of appeal for the City of Ketchum. Applicant agrees to observe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

David Patrie 05/23/23

Applicant Signature (for owner) Date

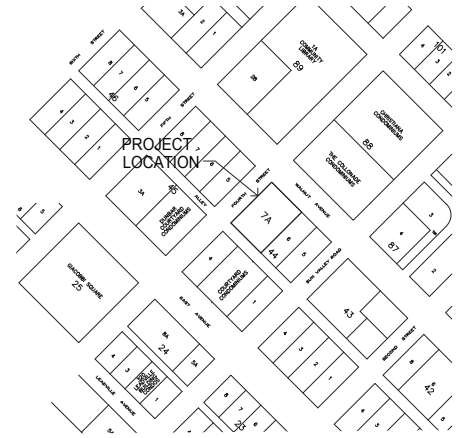
A PLAT SHOWING  
**WALNUT & FOURTH CONDOMINIUMS**  
 A CONDOMINIUM SUBDIVISION OF KETCHUM TOWNSITE: BLOCK 44, LOT 7A.  
 LOCATED WITHIN SECTION 18, T.4 N., R.18 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO  
 AUGUST 2023  
 PRELIMINARY PLAT

SCALE: 1" = 40'



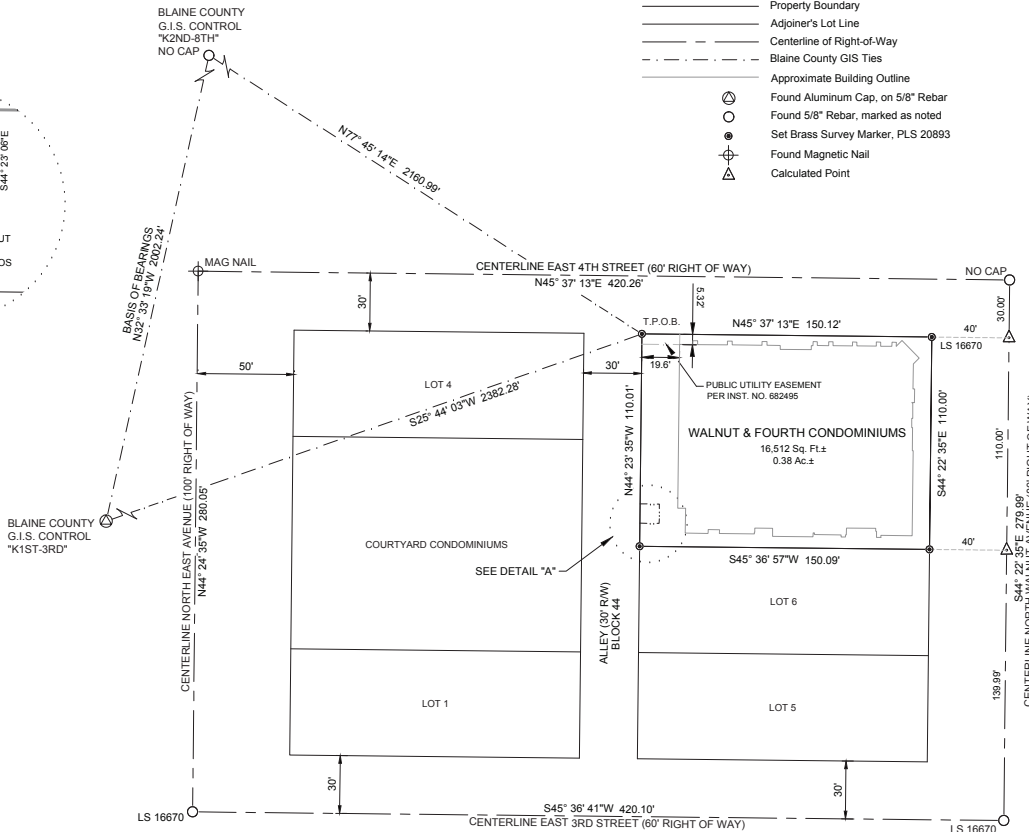
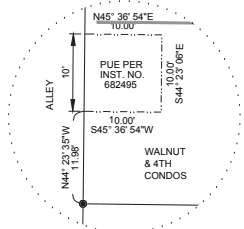
**LEGEND**

- Property Boundary
- Adjoiner's Lot Line
- - - - Centerline of Right-of-Way
- - - - Blaine County GIS Ties
- Approximate Building Outline
- Found Aluminum Cap, on 5/8" Rebar
- Found 5/8" Rebar, marked as noted
- Set Brass Survey Marker, PLS 20893
- ⊕ Found Magnetic Nail
- ⊕ Calculated Point



**VICINITY MAP**  
NOT TO SCALE

**DETAIL A**  
SCALE: 1" = 10'



**SURVEY NARRATIVE & NOTES**

1. The purpose of this plat is to create a Condominium Subdivision within Lot 7A, Block 44, Ketchum Townsite. The boundary shown is based on found centerline monuments and the Official Map of the Village of Ketchum, Instrument No. 302967, records of Blaine County, Idaho. Additional documents used during the course of this survey:
  - Plat of Ketchum Townsite: Block 44: Lot 7A, Instrument No. 682495, records of Blaine County, Idaho.
  - Lot Book Guarantee No. G-0000061556718, March 8, 2023 by Stewart Title Guaranty Company.
  - Quit Claim Deed, Instrument No. 665131, records of Blaine County, Idaho.
2. This plat is subject to the Declaration of Covenant's, Conditions & Restrictions for Walnut & Fourth Condominiums were recorded as Instrument No. \_\_\_\_\_, records of Blaine County, Idaho.
3. This plat is subject to the Right-of-Way Encroachment Agreement 22814, recorded as Inst. No. 698578, records of Blaine County, Idaho.
4. This plat is subject to the FAR Exceedance Agreement Contracts #20595 and 20595A, recorded as Inst. No. 682499 and 698234.
5. The Community Housing Agreement for Units R-B2 and R-B3 was recorded as inst. No. \_\_\_\_\_, records of Blaine County, Idaho.
6. All basement storage uses must be directly ancillary to a Unit whose use is permitted in accordance with the City of Ketchum zoning ordinances.
7. Current zoning is CC-1, Retail Core of the Community Core.

**HEALTH CERTIFICATE**

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

Dated: \_\_\_\_\_

South Central Public Health District, REHS

DRAFT

**OWNER OF RECORD**

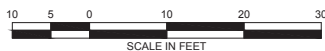
WALNUT & 4TH, LLC  
 C/O GREGORY CARR  
 313 NORTH WATER AVENUE  
 IDAHO FALLS, ID 83402

WALNUT & FOURTH CONDOMINIUMS  
 GALENA - BENCHMARK ENGINEERING

File: 7819 condo -plat-CURRENT  
 August 2, 2023  
 SHEET 1 OF 7

# A PLAT SHOWING WALNUT & FOURTH CONDOMINIUMS

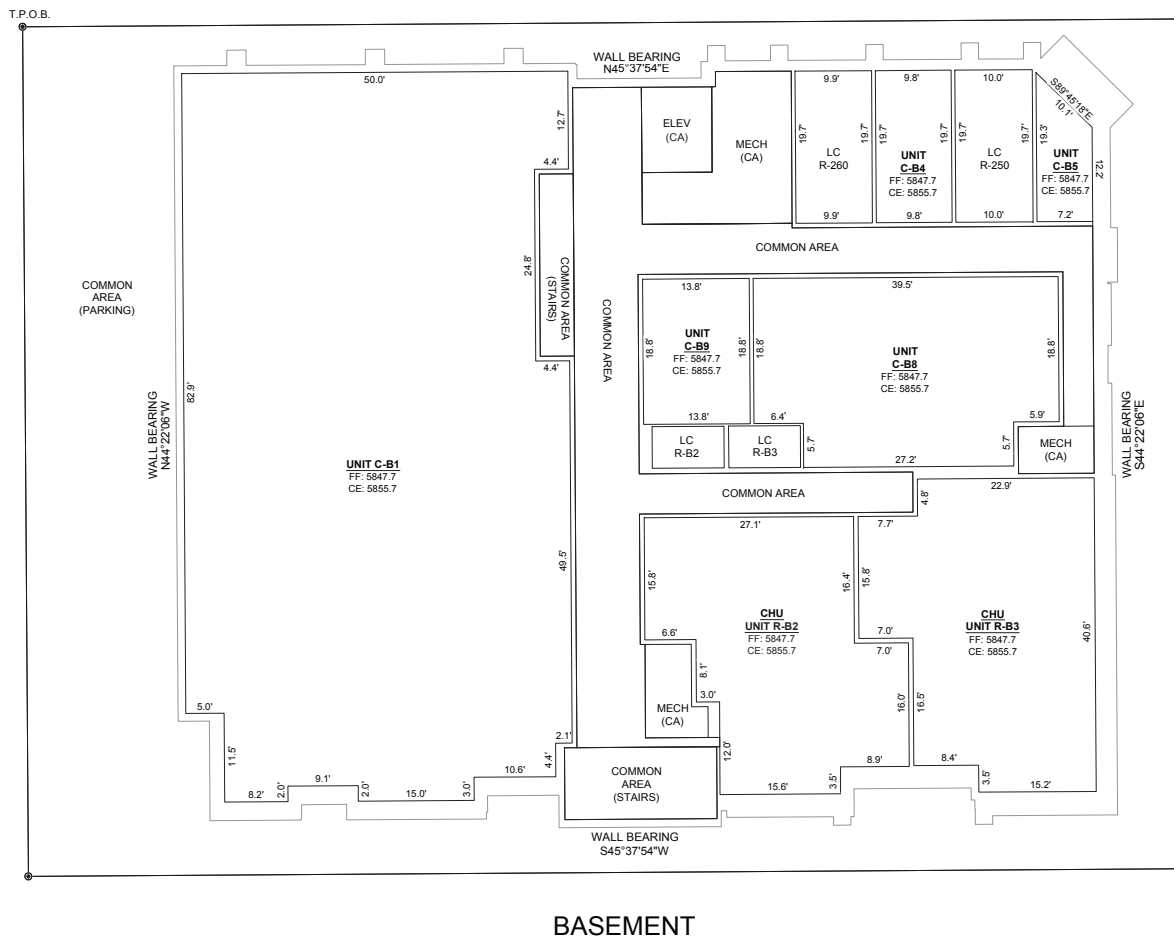
AUGUST 2023



## PRELIMINARY PLAT



SCALE: 1" = 10'



### LEGEND

- Property Boundary
- Approximate Basement Building Outline
- Set Brass Survey Marker, PLS 20893
- CE = Ceiling Elevation
- FF = Finished Floor Elevation
- CA = Common Area
- LC = Limited Common Area
- R = Residential Unit
- C = Commercial Unit
- B = Basement Unit
- MECH = Mechanical Room
- ELEV = Elevator
- T.P.O.B. = True Point of Beginning
- CHU = Community Housing Unit

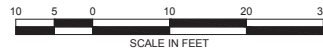
### FLOORPLAN NOTES

1. IN INTERPRETING THE DECLARATION, PLAT OR PLATS, AND DEEDS, THE EXISTING PHYSICAL BOUNDARIES OF THE UNIT AS ORIGINALLY CONSTRUCTED, OR RECONSTRUCTED IN LIEU THEREOF, SHALL BE CONCLUSIVELY PRESUMED TO BE ITS BOUNDARIES RATHER THAN THE METES AND BOUNDS EXPRESSED OR DEPICTED IN THE DECLARATION, PLAT OR PLATS, AND/OR DEEDS, REGARDLESS OF SETTLING OR LATERAL MOVEMENT OF THE BUILDING AND REGARDLESS OF MINOR VARIANCES BETWEEN BOUNDARIES SHOWN IN THE DECLARATION, PLAT OR PLATS, AND/OR DEEDS, AND THE ACTUAL BOUNDARIES OF THE UNITS IN THE BUILDINGS.
2. HORIZONTAL OR SLOPING PLANES SHOWN HEREON ARE TOP OF FINISHED SUBFLOOR AND BOTTOM OF FINISHED CEILING. VERTICAL PLANES ARE FINISHED SURFACES OF INTERIOR WALLS. SOME STRUCTURAL MEMBERS EXTEND INTO UNITS, LIMITED COMMON AREAS AND PARKING SPACES.
3. DIMENSIONS SHOWN HEREON WILL BE SUBJECT TO SLIGHT VARIATIONS, OWING TO NORMAL CONSTRUCTION TOLERANCES.
4. CONSULT THE CONDOMINIUM DECLARATIONS FOR THE DEFINITION OF COMMON AND LIMITED COMMON AREA.
5. ALL AREA OUTSIDE OF UNITS THAT IS NOT DESIGNATED AS LIMITED COMMON IS COMMON AREA. AREAS OF "COMMON" OR "LIMITED COMMON" ARE SHOWN BY DIAGRAM.
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## BASEMENT

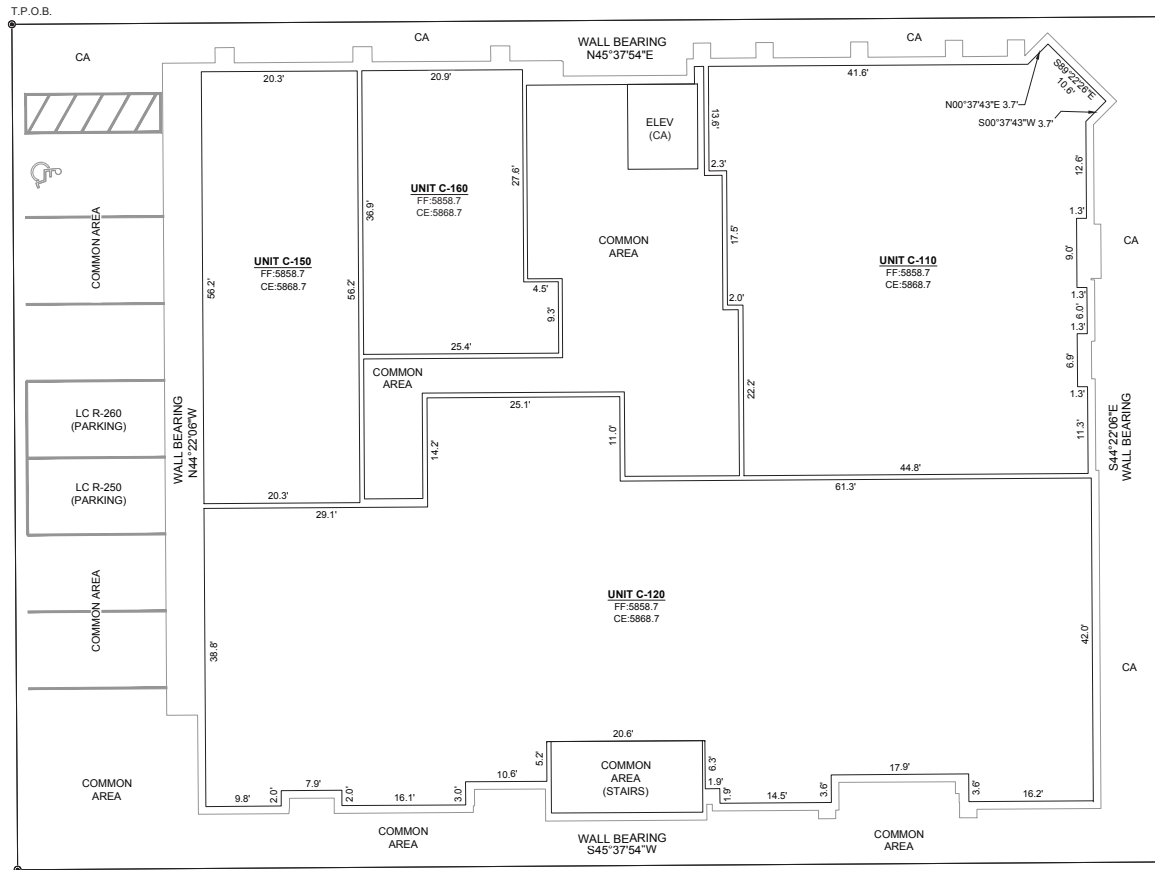
WALNUT & FOURTH CONDOMINIUMS  
GALENA - BENCHMARK  
ENGINEERING  
Job No. 7819  
File: 7819 condo-plat-CURRENT  
SHEET 2 OF 7

A PLAT SHOWING  
**WALNUT & FOURTH CONDOMINIUMS**  
 AUGUST 2023



SCALE: 1" = 10'

PRELIMINARY PLAT



FIRST FLOOR

LEGEND

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- Approximate First Level Building Outline
- Set Brass Survey Marker, PLS 20893
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FLOORPLAN NOTES

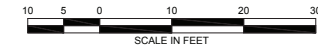
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WALNUT & FOURTH CONDOMINIUMS  
 GALENA - BENCHMARK ENGINEERING  
 Job No. 7819  
 File: 7819 condo -plat-CURRENT  
 SHEET 3 OF 7

A PLAT SHOWING  
**WALNUT & FOURTH CONDOMINIUMS**  
 AUGUST 2023  
 PRELIMINARY PLAT



SCALE: 1" = 10'

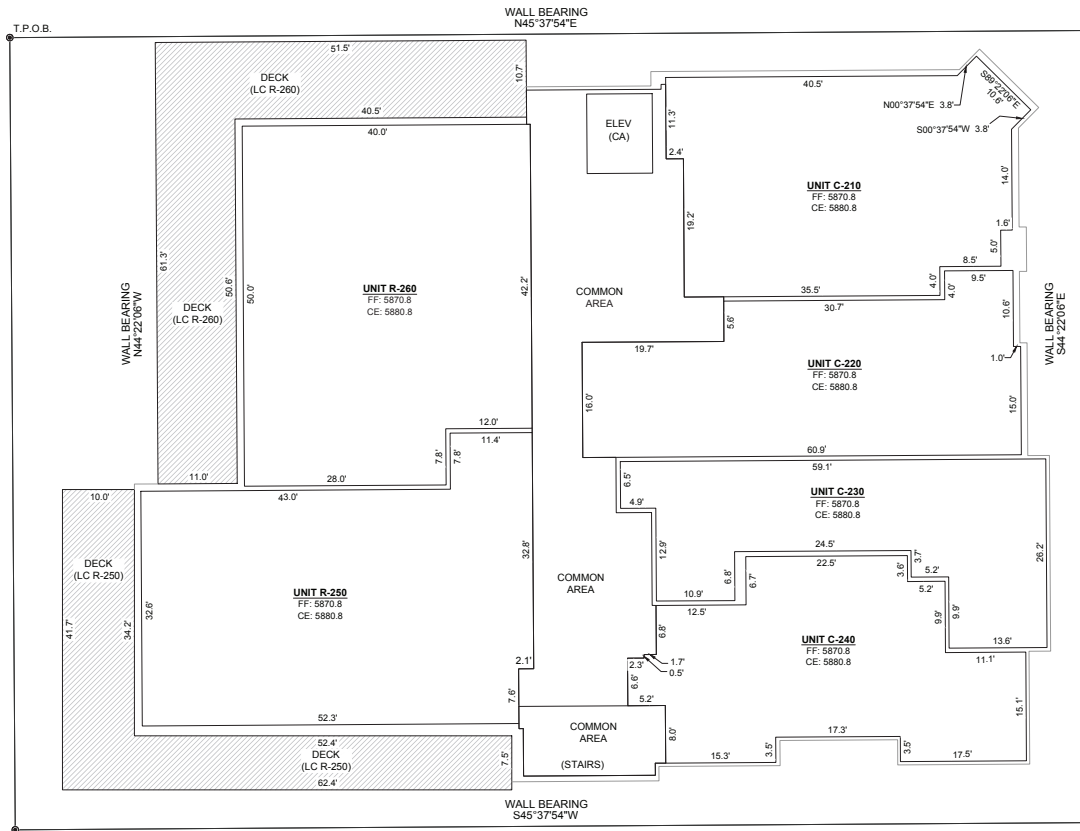


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**FLOORPLAN NOTES**

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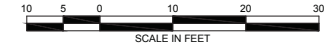


**SECOND FLOOR**

A PLAT SHOWING  
**WALNUT & FOURTH CONDOMINIUMS**  
 AUGUST 2023  
 PRELIMINARY PLAT

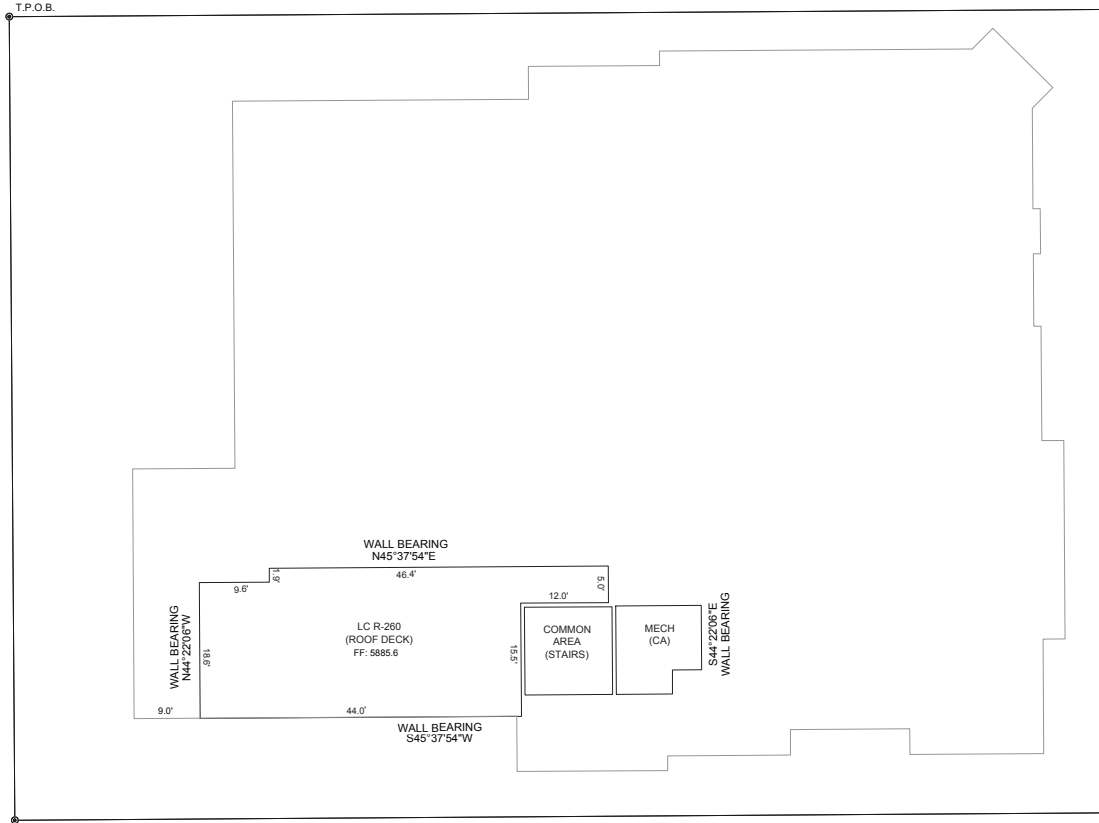


SCALE: 1" = 10'



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ROOF

**FLOORPLAN NOTES**

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**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: March 8, 2023**

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:

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

**9. Limitation of Liability**

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

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

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

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

**11. Payment 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.** 23472754  
**State:** ID  
**County:** Blaine

<u>Guarantee No.</u>	<u>Liability</u>	<u>Date of Guarantee</u>	<u>Fee</u>
G-0000061556718	\$1,000.00	March 8, 2023 at 7:30 a.m.	\$140.00

**Name of Assured:**  
Galena Engineering

The assurances referred to on the face page hereof are:

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

Lot 7A, Block 44 of LOT 7A, BLOCK 44, KETCHUM TOWNSITE, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 682495, records of Blaine County, Idaho.

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

Deed Type: Quit Claim Deed  
Grantors: GCC, LLC, an Idaho limited liability company  
Grantees: Walnut & Fourth, LLC, an Idaho limited liability company  
Recorded Date: November 22, 2019  
Instrument: 665131  
[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:

580 E 4th St, Ketchum, ID 83340

2. Taxes for the year 2022 are paid in full.

Parcel Number: [RPK0000044007A](#)

Original Amount: \$10,785.92

3. Taxes, including any assessments collected therewith, for the year 2023 which are a lien not yet due and payable.

4. Real property taxes which may be assessed, levied and extended on any subsequent and/or occupancy roll with respect to improvements completed during the current tax year and previous tax years, which escaped assessment on the regular assessment roll, which are not yet due and payable.

5. Water and sewer charges, if any, for the City of Ketchum.

6. Easements, reservations, restrictions, and dedications as shown on the official plat of [Ketchum Townsite](#).

7. Easements, reservations, restrictions, and dedications as shown on the official plat of [Lot 7A, Block 44, Ketchum Townsite](#).

8. All matters, and any rights, easements, interests or claims as disclosed by a Record of Survey recorded January 14, 1980 as Instrument No. [200412](#), records of Blaine County, Idaho.

9. An easement for the purpose shown below and rights incidental thereto as set forth in an Easement.

Granted to: CLM Properties, a California general partnership  
Purpose: Support and maintenance of a building wall and foundation  
Recorded: April 6, 1984  
Instrument No.: [250232](#)

10. Terms and conditions contained in a/an FAR Exceedance Agreement Contract #20595 by and between the City of Ketchum and Walnut & Fourth LLC.

Recorded: May 12, 2021  
Instrument No.: [682499](#), records of Blaine County, Idaho.

11. Terms and conditions contained in a/an FAR Exceedance Agreement #20595A by and between the City of Ketchum and Walnut & Fourth LLC.

Recorded: January 4, 2023  
Instrument No.: [698234](#), records of Blaine County, Idaho.

12. Terms and conditions contained in a/an Right-of-Way Encroachment Agreement 22814 by and between the City of Ketchum, Idaho, a municipal corporation and Walnut & Fourth, LLC.

Recorded: January 24, 2023  
Instrument No.: [698578](#), records of Blaine County, Idaho.

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

Amount: \$1,855,000.00  
Trustor/Grantor: GCC LLC, an Idaho limited liability company  
Trustee: Blaine County Title  
Beneficiary: Bank of Idaho  
Dated: May 6, 2019  
Recorded: May 6, 2019  
Instrument No.: [659935](#)

An agreement to modify the terms and provisions of said Deed of Trust as therein provided.

Recorded: February 8, 2023  
Instrument No.: [698790](#), records of Blaine County, Idaho.

**Sun Valley Title**  
By:



**Nick Busdon, Authorized Signatory**

File No. 23472754

**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-0000061556718

**Name of Assured:** Galena Engineering

**Date of Guarantee:** March 8, 2023

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:

Walnut & Fourth, LLC, an Idaho limited liability company

Sun Valley Title  
By:



Nick Busdon, Authorized Signatory

File No. 23472754

SCHEDULE B

Exceptions:

NONE

**Instrument # 665131**

HAILEY, BLAINE, IDAHO

11-22-2019 01:42:30 PM No. of Pages: 2

Recorded for : THOMAS C PRAGGASTIS

JOLYNN DRAGE

Fee: 15.00

Ex-Officio Recorder Deputy

Index to: WTY/QC/CORP DEED

RECORDING REQUESTED BY  
AND  
WHEN RECORDED RETURN TO

Thomas C. Praggastis  
Post Office Box 6090  
Ketchum, Idaho 83340

Mail Tax Statements To:

Walnut & Fourth, LLC  
c/o Gregory C. Carr  
313 N. Water Avenue  
Idaho Falls, ID 83402

(Space Above Line for Recorder's Use)

QUITCLAIM DEED

FOR VALUE RECEIVED, GCC, LLC, an Idaho limited liability company, Grantor, does hereby convey, release, remise and forever quitclaim unto WALNUT & FOURTH, LLC, an Idaho limited liability company, Grantee, all of Grantor's right, title and interest in the following described real property located in Blaine County, Idaho:

Lots 7 and 8 in Block 44 of the CITY OF KETCHUM, as shown on the official plat thereof, on file in the office of the County Recorder, Blaine County, Idaho.

The Property shall be held by Grantee subject to reservations, restrictions, encumbrances, easements and other matters of record.

DATED this 18<sup>th</sup> day of November, 2019.

GCC, LLC,  
an Idaho limited liability company

By: Gregory C. Carr

Its: Manager

STATE OF Idaho )  
County of Blaine )  
ss.

On this 18<sup>th</sup> day of November, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared GREGORY C. CARR, known to me to be the Manager of GCC, LLC, an Idaho limited liability company, and the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same on behalf of said limited liability company.

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

Christina A. Rolf  
Notary Public for State of \_\_\_\_\_  
Residing at Hailey, Idaho  
Commission Expires: 6-15-2023

