



**City of Ketchum  
Planning & Building**

**Application to Alter or Demolish a Historic Structure\***

**\*This application only applies to structures listed on the City of Ketchum's Historic Building/Site List.**

OFFICIAL USE ONLY	
File Number:	H23-084
Date Received:	9/13/23
By:	HLN
	Fee
Review Fee Paid:	Waived
Approved Date:	
Denied Date:	
By:	
ADRE: Yes <input type="checkbox"/> No <input type="checkbox"/>	

Submit completed application and documentation to [planningandzoning@ketchumidaho.org](mailto:planningandzoning@ketchumidaho.org) Or hand deliver to Ketchum City Hall, 191 5<sup>th</sup> St. W. Ketchum, ID. 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. You will be contacted and invoiced once your application package is complete.

APPLICANT INFORMATION				
Project Name: <b>LEADVILLE NEST</b>	Phone:			
Owner: <b>180 LEADVILLE LLC</b>	Mailing Address: <b>100 WOODBRIDGE CENTER DR WOODBRIDGE, NJ 07095</b>			
Email: <b>C/O: JANET@JARVIS-GROUP.COM</b>				
Architect/Representative: <b>JANET JARVIS/ LUCAS WINTER</b>	Phone: <b>208.726.4031</b>			
Email: <b>JANET@JARVIS-GROUP.COM &amp; LUCAS@JARVIS-GROUP.COM</b>	Mailing Address: <b>P.O. BOX 6266 KETCHUM, ID 83340</b>			
Architect License Number: <b>AR 1233</b>				
Engineer of Record:	Phone:			
Email:	Mailing Address:			
Engineer License Number:				
<i>All plans and drawings for public commercial projects, residential buildings containing more than four (4) dwelling units and development projects containing more than four (4) dwelling units shall be prepared by an Idaho licensed architect or an Idaho licensed engineer.</i>				
PROJECT INFORMATION				
Legal Land Description: <b>KETCHUM VILLAGE, BLOCK 22, LOT 3 &amp; 4 (EXISTING BUILDING ON LOT 4)</b>				
RPK (Parcel) Number:				
Street Address: <b>140 &amp; 180 LEADVILLE (EXISTING BUILDING ON 180)</b>				
Lot Area (Square Feet): <b>11,007 SF ( LOT 4 is 5,503sf )</b>				
Zoning District: <b>CC-2</b>				
Overlay District: <input type="checkbox"/> Floodplain <input type="checkbox"/> Avalanche <input type="checkbox"/> Mountain Overlay				
Type of Construction: <input type="checkbox"/> Addition <input type="checkbox"/> Remodel <input checked="" type="checkbox"/> Demolition <input checked="" type="checkbox"/> Other <b>NEW</b>				
Anticipated Use: <b>RESIDENTIAL</b>		Number of Residential Units: <b>1 EXISTING, 5 PROPOSED</b> Gross Square Feet of Commercial Space:		
TOTAL FLOOR AREA				
	Proposed		Existing	
Basements	<b>512</b>	Sq. Ft.	<b>546</b>	Sq. Ft.
1 <sup>st</sup> Floor	<b>6,544</b>	Sq. Ft.	<b>936</b>	Sq. Ft.
2 <sup>nd</sup> Floor	<b>4,262</b>	Sq. Ft.	<b>504</b>	Sq. Ft.
3 <sup>rd</sup> Floor		Sq. Ft.		Sq. Ft.
Mezzanine		Sq. Ft.		Sq. Ft.
Total	<b>11,144</b>	Sq. Ft.	<b>1,986</b>	Sq. Ft.
INFORMATION ON PROPOSED REPLACEMENT PROJECT				
FLOOR AREA RATIO				
Community Core (Existing): <b>0.26</b>	Tourist (Existing):	General Residential-High (Existing): <b>~ 25'</b>		
Community Core (Proposed): <b>0.98</b>	Tourist (Proposed):	General Residential-High (Proposed): <b>29'- 9 5/8"</b>		

**BUILDING COVERAGE/OPEN SPACE (all other zone districts)**

Percent of Building Coverage (existing): 23% (LOT 4)

Percent of Building Coverage (proposed): 60% (LOTS 3 &amp; 4)

**SETBACKS AND BUILDING HEIGHT**

Front (Existing): 16' - 3"	Side (Existing): 13' - 4 1/2"	Side (Existing): OVER BY 5"	Rear (Existing): OVER BY 4'-3"
----------------------------	-------------------------------	-----------------------------	--------------------------------

Front (Proposed): 5' - 3 1/2"	Side (Proposed): 5' - 0"	Side (Proposed): 14' - 4"	Rear (Proposed): 3' - 0"
-------------------------------	--------------------------	---------------------------	--------------------------

Building Height (Existing) ~25'

Building Height (Proposed): 29' - 9 5/8"

**OFF STREET PARKING**

Parking Spaces Provided: ACCESS FROM ALLEY - SIX SPACES

Curb Cut: 0 Sq. Ft. %

**WATER SYSTEM** Municipal Service KETCHUM Ketchum Spring Water

The Applicant agrees in the event of a dispute concerning the interpretation or enforcement of the Application to alter or demolish a structure in which the city of Ketchum is the prevailing party, to pay the 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

9.13.2023

Date

## **Relocation of Historic Residence at 180 Leadville for proposed Leadville Nest project**

The project proposes to relocate the existing structure at 180 Leadville. The existing home will be moved to a lot in Hailey and gifted to ARCH. Although the structure is not proposed to technically be demolished, it is categorized as such since it is being removed from its original site.

### ***• Is the structure of historic or architectural value or significance and does it contribute to the historic significance of the property within the community core?***

The applicant would classify the property as a craftsman style home based on the double hung windows, gable roof, exposed knee braces, hipped porch, and era (built in 1929<sup>1</sup>). It is cited as reflective of the 1920's settlement period<sup>1</sup>. It is charming home, and has a nice aesthetic and proportions. However, craftsman style is not a particularly unique architectural style.

The historic owners of the home are certainly important early pioneers of the area. However, the home does not appear to be contributing to any particularly significant historic events or milestones related to the property owners, other than it was their residence.

Based on the answers above, the applicant does not think moving the home would greatly impact the historic significance of the Community Core.

### ***• Would the loss, alteration of, or addition to, the structure adversely affects the historic integrity of the structure, impact the significance of the structure within the community core, impact the architectural or aesthetic relationship to adjacent properties, or conflict with the Comprehensive Plan?***

The proposed project on the site is a five unit development comprised of one larger unit, and four 'workforce' housing units that are being either deed restricted or gifted to local non-profits. Thus, the new project aligns closely with the comprehensive plan of providing Ketchum with additional quality housing within the downtown core, at varied economic demographics.

The current configuration of a single home taking two valuable downtown lots contributes to the housing barrier, and the lack of housing units in downtown Ketchum.

### ***• Does the structure retain the requisite integrity to convey its historic and/or architectural significance?***

Moving the home would minimally affect the historic significance as the home has no particularly historically significant orientation, relationship, or feature related to the lots on which it resides other than they are the original downtown location.

The architecture itself is not proposed to be modified when it is moved.

- **Does the proposed demolition or alteration adversely affect the historical significance or architectural distinction of the structure or the community core?**

The relocation removes the home from its original site, but does not destroy the authenticity of its historic ownership.

The architecture itself is not proposed to be modified when it is moved.

In conclusion, the applicant believes this home can be moved off site and not affect the historic integrity of downtown Ketchum. The proposed project is a scale and design that will be complimentary to downtown and will help achieve the housing goals of the comprehensive plan.

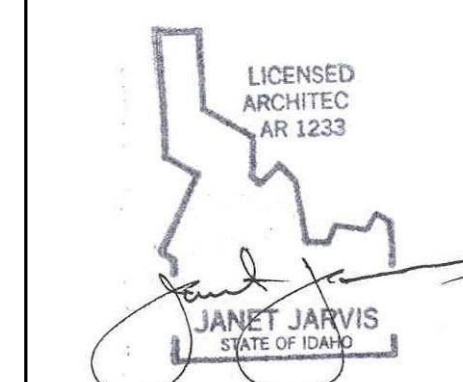


# LEADVILLE NEST



**LEADVILLE NEST**  
**LOT 3 & LOT 4 NORTH LEADVILLE AVE.**  
 IDAHO  
 KETCHUM

ARCHITECT



ENGINEER

THESE DRAWINGS AND DETAILS ARE PROTECTED UNDER FEDERAL COPYRIGHT LAWS AND ARE EXCLUSIVE PROPERTY OF THE ARCHITECT. ANY UNAUTHORIZED USE, INCLUDING REPRODUCTION WITHOUT THE EXPRESS WRITTEN PERMISSION OF THE ARCHITECT, IS PROHIBITED BY LAW. © 2014 THE JARVIS GROUP, PLLC

DRAWN

DATE DESIGN REVIEW-06.23.23

FILE

REVISIONS

NO.	DATE	DESCRIPTION
1	08.17.2023	DESIGN REVIEW UPDATE

NO.	DATE	DESCRIPTION

PRINT DATE: Thursday, August 17, 2023

## PROJECT TEAM

**ARCHITECT:**  
THE JARVIS GROUP ARCHITECTS, AIA, PLLC  
511 SUN VALLEY ROAD, SUITE 202  
P.O. BOX 626  
PHONE: 208.726.4031

### SURVEYOR/CIVIL:

GALENA-BENCHMARK  
P.O. BOX 733  
100 BELL DRIVE  
KETCHUM ID 83340  
208-726-9512

### LANDSCAPE ARCHITECT:

TERRY T. KING, LANDSCAPE ARCHITECTURE  
6122 S. MOONFIRE WAY  
BOISE, ID 83709  
PHONE: 208.869.3820

### LIGHTING CONSULTANT:

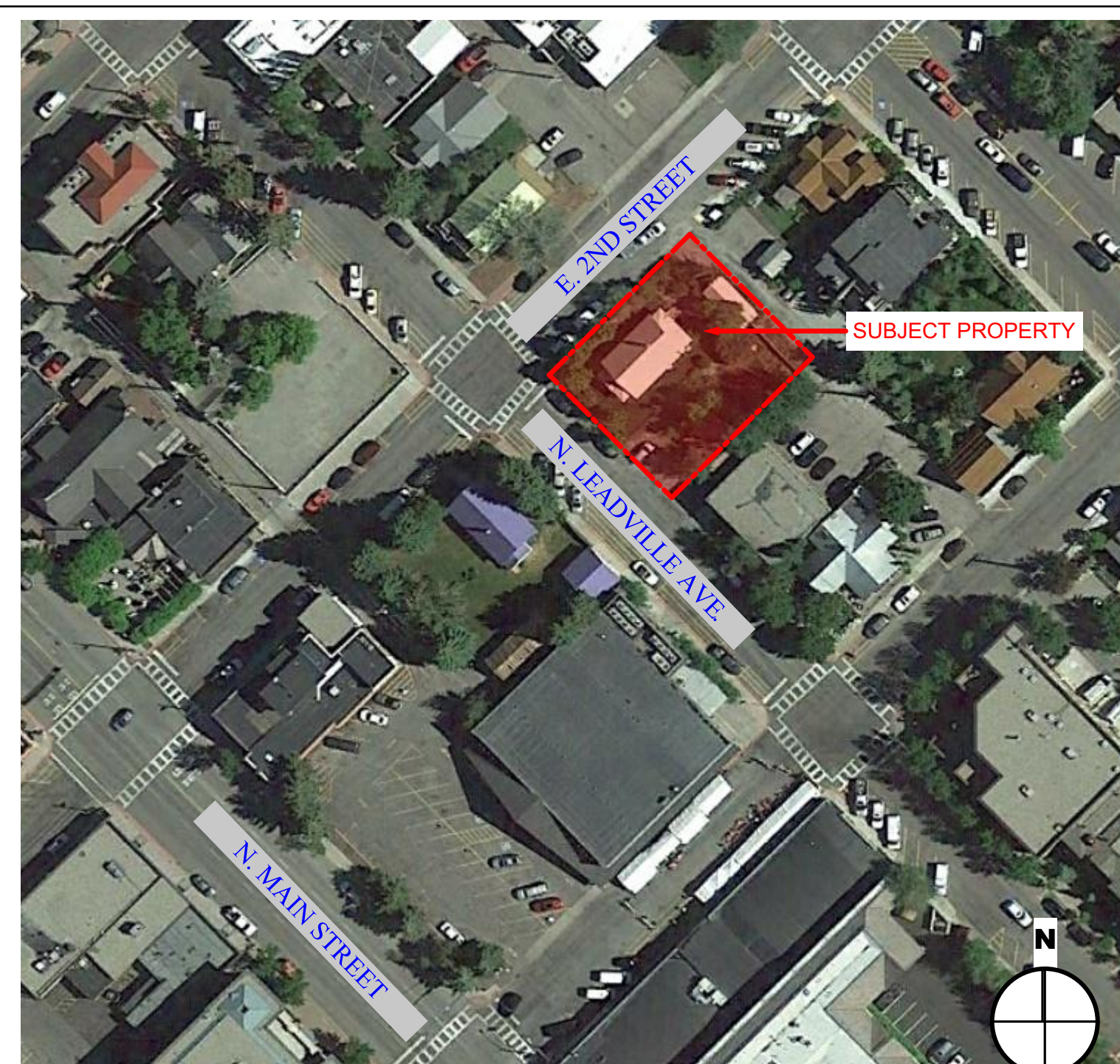
HELIUS LIGHTING GROUP  
814 E. BAMBERGER DRIVE- SUITE C  
(MAILING 125 E. MAIN #403)  
AMERICAN FORK, UT 84003  
PHONE: 801-463-1111

## PROJECT TABULATION

PROJECT TABULATIONS	
FIRST FLOOR AREA (GROSS):	6,544 SF
SECOND FLOOR AREA (GROSS):	4,262 SF
<b>TOTAL GROSS FLOOR AREA:</b>	<b>10,806 SF</b>
BASEMENT/MECHANICAL AREA:	512 SF

FLOOR AREA CALCULATIONS	
SITE AREA:	11,007 SF
<b>TOTAL GROSS FLOOR AREA:</b>	<b>10,806 SF</b>
<b>FLOOR AREA RATIO:</b>	<b>0.98</b>
<b>FLOOR AREA - BELOW 1.0 F.A.R.</b>	<b>201 SF</b>

## VICINITY MAP



## GENERAL NOTES

- THIS PROJECT SHALL COMPLY WITH THE 2018 INTERNATIONAL BUILDING CODE.
- CONTRACTOR SHALL COORDINATE ALL REQUIRED INSPECTIONS BY KETCHUM BUILDING AND FIRE DEPARTMENTS, STATE ELECTRICAL INSPECTOR OR OTHER GOVERNING AUTHORITIES, AS NECESSARY.
- CONTRACTOR SHALL OBTAIN AND PAY FOR ALL TEMPORARY UTILITIES, INCLUDING ELECTRICITY NECESSARY FOR CONSTRUCTION.
- ALL CONSTRUCTION DEBRIS IS TO BE STOCKPILED NEATLY ON SITE UNTIL DISPOSAL, WHICH SHALL BE DONE AT THE COUNTY LANDFILL OR RECYCLING FACILITY ONLY.
- EXCEPT AT INTERIOR ELEVATIONS, AND UNLESS OTHERWISE NOTED, ALL DIMENSIONS ARE GIVEN TO FACE OF ROUGH FRAMING, CENTERLINE OF COLUMNS, OR FACE OF CONCRETE AND C.M.U. WALL. GIVEN DIMENSIONS TAKE PRECEDENCE OVER SCALE. CONTRACTOR SHALL TAKE EXTRA CAUTION TO COORDINATE DIMENSIONS OF STRUCTURAL DRAWINGS WITH ARCHITECTURAL DRAWINGS PRIOR TO CONSTRUCTION. VERIFY ANY DISCREPANCIES WITH ARCHITECT.
- CONTRACTOR SHALL PROVIDE STORAGE FOR ALL BUILDING MATERIALS IN ACCORDANCE WITH MANUFACTURERS' RECOMMENDATIONS.
- ALL SUBSTITUTIONS ARE TO BE APPROVED BY ARCHITECT. ALONG WITH WRITTEN REQUESTS, CONTRACTOR SHALL PROVIDE ALL INFORMATION REGARDING THE SUBSTITUTION IN QUESTION, INCLUDING AVAILABILITY AND REASON FOR SUBSTITUTION.
- SOLID WOOD BLOCKING, INSULATION OR OTHER FIRE STOP MATERIAL IS TO BE PROVIDED BETWEEN STORIES, BETWEEN TOP STORY AND ROOF SPACE, BETWEEN STAIR STRINGERS AT TOP AND BOTTOM, BETWEEN STUDS ALONG STAIR RUNS AND AT ALL OTHER PLACES THAT COULD AFFORD THE PASSAGE OF FLAME. FIRE STOPS BETWEEN CHIMNEY AND WOOD FRAME SHALL BE NON-COMBUSTIBLE.
- CONTRACTOR SHALL PROVIDE SAMPLES OF ALL FINISHES AND STAIN COLORS FOR APPROVAL BY OWNER / ARCHITECT. THIS INCLUDES INTERIOR AND EXTERIOR STAINS, INTERIOR PAINT, SHEETROCK TEXTURES, CHEMICALLY APPLIED METAL PATINAS, ETC.
- CONTRACTOR SHALL PROVIDE RADON MITIGATION
- ALL UTILITIES SHALL BE UNDERGROUND.
- SMOKE DETECTORS MUST BE INTERCONNECTED WITH A POWER SOURCE FROM THE BUILDING WIRING, AND SHALL BE EQUIPPED WITH BATTERY BACKUP
- ALL EXTERIOR LIGHTING SHALL BE DARK SKY COMPLIANT
- THE BUILDING WILL BE EQUIPPED WITH AN AUTOMATIC SPRINKLER SYSTEM.

## LEGAL DESCRIPTION

KETCHUM VILLAGE, BLOCK 22, LOT 3 & 4

## SHEET INDEX

A0.0	COVER SHEET
A1.0	SITE SURVEY
A1.1	SITE/LANDSCAPE PLAN
A1.2	STAKING PLAN
A2.0	FIRST FLOOR PLAN
A2.1	SECOND FLOOR PLAN
A2.3	ROOF PLAN
A3.0	ELEVATIONS
A3.1	ELEVATIONS
A3.2	ELEVATIONS
A3.3	RENDERING
A3.4	MATERIAL PALETTE
E1.0	FIRST FLOOR LIGHTING PLAN
L-1.0	LANDSCAPE PLAN
C-1.0	GRADING AND DRAINAGE PLAN
C-1.1	DETAILS
C-2.0	UTILITY PLAN

COVERSHEET

A0.0









**Photo A: Front Porch, Northwest side**





**Photo B: South side of building**





**Photo C: Back Porch, Northeast side**





**Photo D: North Façade**





**Photo E: Detached Garage**



**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: June 7, 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:

- (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.** 22455699  
**State:** ID  
**County:** Blaine

<u>Guarantee No.</u>	<u>Liability</u>	<u>Date of Guarantee</u>	<u>Fee</u>
G-0000381478838	\$1,000.00	June 7, 2022 at 7:30 a.m.	\$140.00

**Name of Assured:**  
Benchmark Associates

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):

Lots 3 and 4, Block 22 of the VILLAGE OF KETCHUM, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 302967, records of Blaine County, Idaho.

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

Deed Type: Grant Deed  
Grantors: Robert W. Reniers, Jr. and Elizabeth Evans Reniers, as Trustees of the Reniers Family Living Trust dated April 10, 1997, as amended and restated  
Grantees: 180 Leadville LLC, an Idaho limited liability company  
Recorded Date: December 14, 2021  
Instrument: 689821  
[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:

140 N Leadville Ave, Ketchum, ID 83340

180 N Leadville Ave, Ketchum, ID 83340

2. Taxes for the year 2021 are paid in full.  
Parcel Number: [RPK00000220030](#)  
Original Amount: \$5,438.86

3. Taxes for the year 2021 are paid in full.

Parcel Number: [RPK00000220040](#)

Original Amount: \$5,727.36

4. Taxes, including any assessments collected therewith, for the year 2022 which are a lien not yet due and payable.

5. The land described herein is located within the boundaries of the City of Ketchum and is subject to any assessments levied thereby.

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

7. Unpatented mining claims; reservations or exceptions in patents, or any act authorizing the issuance thereof; water rights, claims or title to water.

8. 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.

**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. 22455699

**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-0000381478838

**Name of Assured:** Benchmark Associates

**Date of Guarantee:** June 7, 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:

180 Leadville LLC, an Idaho limited liability company

Sun Valley Title  
By:



Nick Busdon, Authorized Signatory

File No. 22455699

SCHEDULE B

Exceptions:

NONE

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

Brian Barsotti  
Attorney at Law  
P O Box 370  
Ketchum, Idaho 83340

**Instrument # 689821**

HAILEY, BLAINE, IDAHO  
12-14-2021 11:34:08 AM No. of Pages: 2  
Recorded for : BRIAN BARSOTTI  
STEPHEN MCDUGALL GRAHAM Fee: 15.00  
Ex-Officio Recorder Deputy  
Index to: GRANT DEED

(Space above this line for Recorder's use)

**GRANT DEED**

Robert W. Reniers, Jr. and Elizabeth Evans Reniers, as Trustees of the Reniers Family Living Trust dated April 10, 1997, as amended and restated, Grantors, for good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey to 180 Leadville LLC, an Idaho Limited Liability Company, Grantee, whose current address is PO Box 6559, Ketchum, Idaho 83340, the following described real property, to wit:


Lots 3 and 4, Block 22 of the VILLAGE OF KETCHUM, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 302967, records of Blaine County, Idaho


SUBJECT TO taxes and assessments for the 2021 and all subsequent years, together with any and all existing easements, rights-of-way, reservations, restrictions and encumbrances of record, to any existing tenancies, to all zoning laws and ordinances, and to any state of facts disclosed by a survey or inspection of the property.

This conveyance shall include any and all appurtenances, tenements, hereditaments, reversions, remainders, easements, rights-of-way and water rights in anywise appertaining to the property herein described.

IN WITNESS WHEREOF, the Grantors have hereunto subscribed their names to this instrument this 29<sup>th</sup> day of November, 2021.

DATED this 29<sup>th</sup> day of November, 2021.

  
Robert W. Reniers, Jr., Trustee of the Reniers Family  
Living Trust dated April 10, 1997, as amended and restated

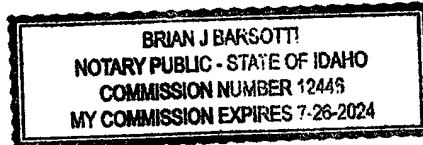
  
Elizabeth Evans Reniers, Trustee of the Reniers Family  
Living Trust dated April 10, 1997, as amended and restated

STATE OF IDAHO )  
 ) ss.:  
County of Blaine )

On this 29<sup>th</sup> day of November, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert W. Reniers, Jr., Trustee of the Reniers Family Living Trust dated April 10, 1997, as amended and restated, known to me to be the person whose name is subscribed to the foregoing instrument, and he duly acknowledged to me that he executed the same.

WITNESS my hand and seal the day and year in this certificate first above written.

Brian Barsotti  
Notary Public for Idaho  
Residing at Ketchum  
Commission expires: 7/26/24



STATE OF IDAHO )  
 ) ss.:  
County of Blaine )

On this 29<sup>th</sup> day of November, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Elizabeth Evans Reniers, Trustee of the Reniers Family Living Trust dated April 10, 1997, as amended and restated, known to me to be the person whose name is subscribed to the foregoing instrument, and she duly acknowledged to me that she executed the same.

WITNESS my hand and seal the day and year in this certificate first above written.

Brian Barsotti  
Notary Public for Idaho  
Residing at Ketchum  
Commission expires: 7/26/24

