



City of Ketchum
Planning & Building

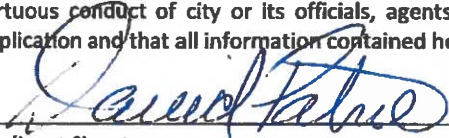
OFFICIAL USE ONLY	
Application Number:	P23-101
Date Received:	11/16/23
By:	HLN
Fee Paid:	\$2900
Approved Date:	
By:	

Subdivision Application-Preliminary Plat

Submit completed application and documentation to planningandzoning@ketchumidaho.org Or hand deliver to Ketchum City Hall, 191 5th 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 and click on Municipal Code. You will be contacted and invoiced once your application package is complete.

APPLICANT INFORMATION			
Name of Proposed Subdivision: Ketchum Townsite: Block 47, Lots 1B			
Owner of Record: Derek and Anne Klomhaus			
Address of Owner: P.O. Box 10143, Ketchum, ID 83340			
Representative of Owner: Dave Patrie, Galena-Benchmark Engineering			
Legal Description: W 55 X60' of Lots 1 & 2, Blk 47 RPK RPK0000047001A			
Street Address: 600 N. East Avenue			
SUBDIVISION INFORMATION			
Number of Lots/Parcels: 1			
Total Land Area: ± 6620 S.F., 0.15 acre			
Current Zoning District: LR			
Proposed Zoning District: LR			
Overlay District: none			
TYPE OF SUBDIVISION			
Condominium <input type="checkbox"/>	Land <input checked="" 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: No new easements.			
Briefly describe the Improvements to be installed prior to final plat approval: n/a			
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 planningandzoning@ketchumidaho.org			

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.


Applicant Signature
rep for owner

11/10/23
Date



Date: _____

File Number: _____

APPLICATION FOR A WAIVER OF REQUIREMENTS

Name: Galena-Benchmark Engineering for Derek and Anne Klomhaus

Phone No. (business): 208-726-9512 (home): _____

Mailing Address: P.O. Box 733, Ketchum, ID 83340

Project Address: 700 N East Avenue

Legal Description: W 55X60' of Lots 1 & 2, Block 47, Ketchum Townsite

Zoning Designation: LR

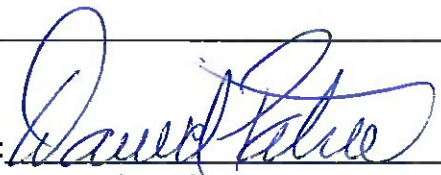
Overlay District: Flood Avalanche Pedestrian Mountain

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

A lot consolidation of fractional Lots 1 & 2 into one lot. There is an existing home which
straddles the common lot line as depicted on preliminary plat. The existing two lots are sub-
standard for the LR zoning district. This lot consolidation will make the lot less non-conforming.

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

Since there is already a home on the property, this proposed amendment would have no
impact on the neighboring property owners.

Applicant's Signature: 

Date: 11/10/23

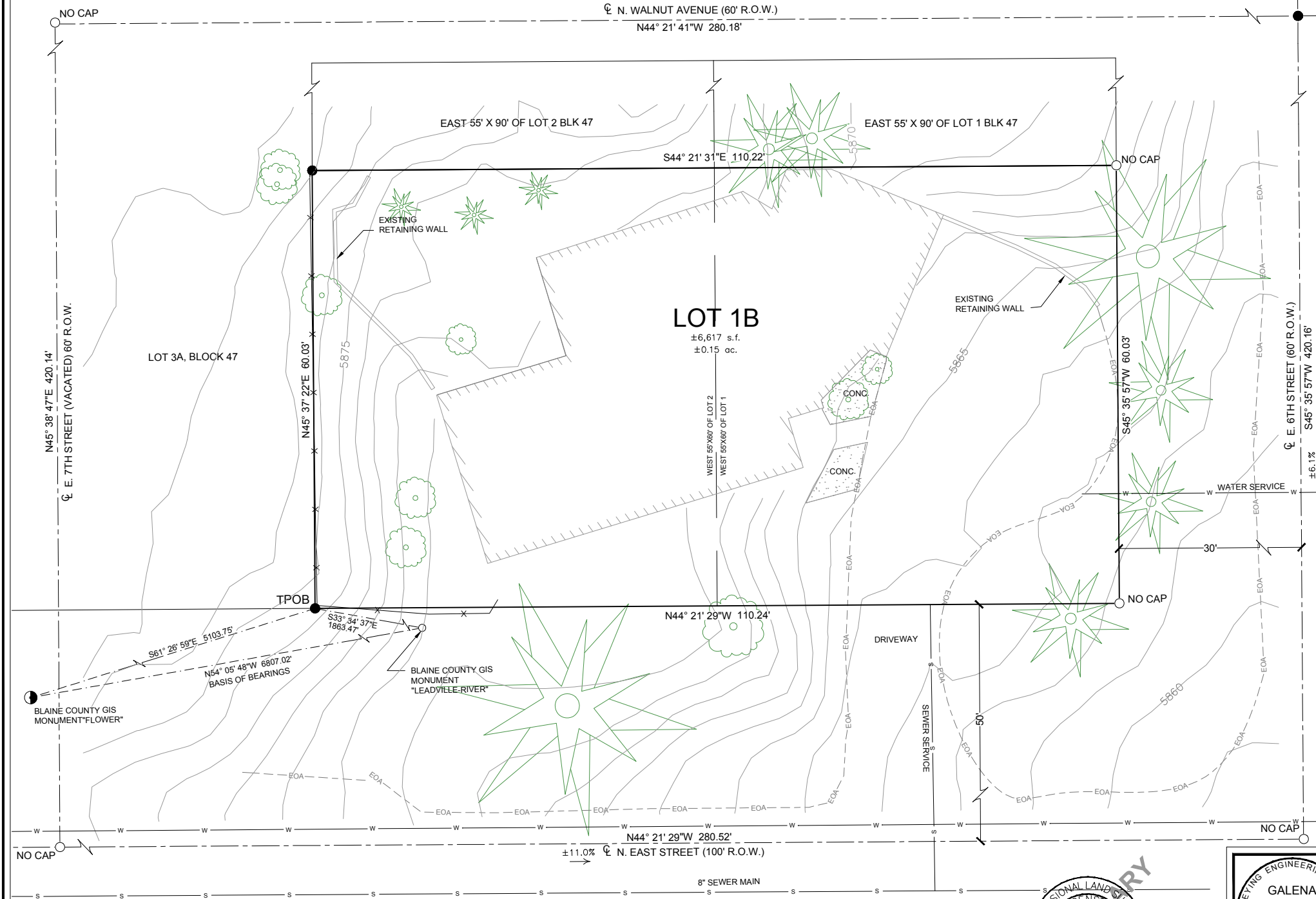
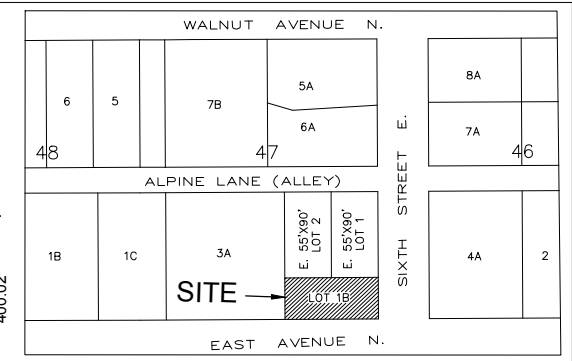
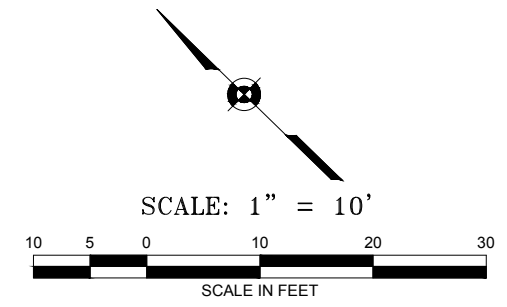
Once your application has been received, we will review it and contact you with next steps.

No further action is required at this time.

A PLAT SHOWING:
KETCHUM TOWNSITE: BLOCK 47, LOT 1B
 WHEREIN THE BOUNDARY COMMON TO THE WEST 55' X 60' OF LOTS 1 & 2 WITHIN BLOCK 47,
 KETCHUM TOWNSITE IS ELIMINATED, CREATING LOT 1B.

LOCATED WITHIN: SECTION 18, TOWNSHIP 4 NORTH, RANGE 18 EAST, B.M.,
 CITY OF KETCHUM, BLAINE COUNTY, IDAHO

DECEMBER 2023
PRELIMINARY PLAT



VICINITY MAP
 NOT TO SCALE

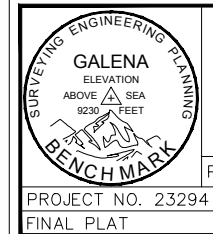
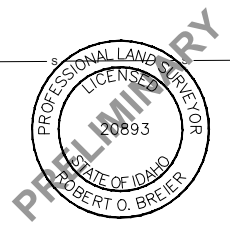
LEGEND

- PROPERTY BOUNDARY
- ADJOINING PROPERTY LINE
- - - LOT LINE TO BE ELIMINATED
- - - BLAINE COUNTY GIS TIE
- - - ROAD CENTERLINE
- - - FENCELINE
- - - EOA
- FOUND 5/8" REBAR (MARKED AS NOTED)
- SET 5/8" REBAR (PLS 20893)
- ⊙ FOUND GIN SPINDLE
- ⊙ FOUND ALUMINUM CAP ON 5/8" REBAR
- CONTOUR LINE
- ▨ EXISTING HOUSE FOOTPRINT
- ▨ CONCRETE
- ★ CONIFER TREE
- DECIDUOUS TREE

- SURVEY NARRATIVE & NOTES**
- THE PURPOSE OF THIS PLAT IS TO COMBINE THE WEST 55' X 60' OF LOTS 1 & 2 OF KETCHUM TOWNSITE, BLOCK 47. ALL FOUND MONUMENTS WERE ACCEPTED AS EITHER ORIGINAL CORNERS, OR REPLACEMENTS OF ORIGINAL CORNERS. THE ORIGINAL CENTERLINE MONUMENT AT THE INTERSECTION OF WALNUT AVENUE AND SIXTH STREET WAS LOCATED PRIOR TO ROAD CONSTRUCTION, THEN RESET AT THE SAME LOCATION BASED ON THE PRIOR COLLECTED FIELD DATA. THE LOCATION OF SAID CENTERLINE MONUMENT MATCHES RECORD DISTANCES FROM INSTRUMENT NUMBERS 652564, 350014 & 325244. THE SET MONUMENTS ON THE NORTH WESTERLY BOUNDARY OF LOT 1B WERE ESTABLISHED BY HOLDING RECORD RIGHT-OF-WAY WIDTHS AND PROPORTIONING RECORD DISTANCES BETWEEN FOUND CENTERLINE MONUMENTS.
 - REFERENCES:
 - PLAT OF VILLAGE OF KETCHUM; INST. NO. 302967.
 - REPLAT OF KETCHUM; BLOCK 47, LOTS 7A & 8A, INST. NO. 350014.
 - REPLAT OF LOTS 5-8 AND THE SOUTHEASTERLY 30 FEET OF SEVENTH STREET, BLOCK 47, ORIGINAL KETCHUM TOWNSITE; INST. NO. 325244.
 - REPLAT OF LOTS 3 & 4, BLOCK 47, KETCHUM TOWNSITE; INST. NO. 298561.
 - REPLAT OF LOTS 1 & 2, BLOCK 91, KETCHUM TOWNSITE; INST. NO. 652564.
 - RECORD OF SURVEY OF LOTS 1&2, KETCHUM TOWNSITE; INST. NO. 626556.
 - LOT BOOK GUARANTEE NO. G-2222-00090065, OCTOBER 23, 2023, BY STEWART TITLE GUARANTY COMPANY.
 - WARRANTY DEED; INST. NO. 664923.
 - DISTANCES SHOWN ARE MEASURED. REFER TO THE ABOVE REFERENCED DOCUMENTS FOR PREVIOUS RECORD DATA.
 - THE PROPERTY SHOWN HEREON IS SUBJECT TO THE FOLLOWING DOCUMENTS: AN AGREEMENT REGARDING GARAGE ENCROACHMENT, INST. NO. 404887; AMENDED RIGHT-OF-WAY ENCROACHMENT AGREEMENT 20224, INST. NO. 657568; AND THE DECLARATION OF SPECIAL COVENANTS, CONDITIONS AND RESTRICTIONS, INST. NO. 702392.
 - THE CURRENT ZONING DISTRICT FOR THE WITHIN PLAT IS LR, LIMITED RESIDENTIAL.
 - CONTOUR INTERVAL: 1' - CONTOURS IN AREAS OF DENSE VEGETATION MAY DEVIATE FROM TRUE ELEVATION BY ONE HALF THE HEIGHT OF THE VEGETATION. DATE OF LIDAR FLIGHT FOR CONTOURS: 2017.
 - WATER & SEWER LOCATIONS PER CITY OF KETCHUM RECORDS ARE APPROXIMATE AND SHOULD NOT BE USED FOR DESIGN PURPOSES.
 - FOR THE PURPOSE OF THIS PLAT, ACCESS TO LOT 1B SHALL BE PERMITTED FROM EAST AVENUE.

OWNER OF RECORD:
 DEREK & ANNE KLOMHAUS
 P.O. BOX 10143
 KETCHUM, ID 83340
 PREPARED BY: GALENA - BENCHMARK ENGINEERING

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.
 Date: _____
 South Central Public Health District, REHS



**KETCHUM TOWNSITE:
 BLOCK 47, LOT 1B**
 LOCATED WITHIN:
 SECTION 18, TOWNSHIP 4 NORTH, RANGE 18 EAST,
 B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
 PREPARED FOR: DEREK & ANNE KLOMHAUS

PROJECT NO. 23294	DWG BY: HBD/CPL	FILE: 23294PRE.DWG
FINAL PLAT	DATE: 12/14/2023	SHEET: 1 OF 1



WARRANTY DEED

FOR VALUE RECEIVED

Steven M. Shafran, a married man as his sole and separate property

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

Derek Klomhaus and Anne Klomhaus, husband and wife as Community Property with
Right of Survivorship

GRANTEE(S) whose current address is: 2100 Arpdale St., Austin, TX 78704

the following described premises, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except those to which this conveyance is expressly made subject to and those made, suffered or done by the Grantee; and subject to all existing patent reservations; restrictions in railroad deeds of record; easements and rights of way established and of record; protective covenants of record; zoning ordinances and applicable building codes, use restrictions, ordinances, laws and regulations of any governmental unit; general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable; and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

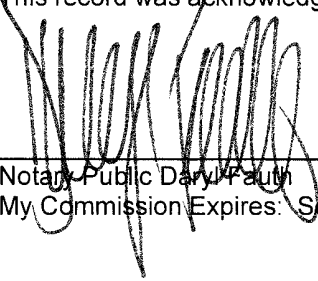
Dated this 18th day of October, 2019.

A handwritten signature in black ink, appearing to read "S. Shafran", is written over a horizontal line. Below the line, the name "Steven M. Shafran" is printed in a standard font.

Steven M. Shafran

State of Idaho
County of Blaine

This record was acknowledged before me on 18th day of October, 2019, by Steven M. Shafran.



Notary Public Daryl Fauth
My Commission Expires: September 24, 2024

(STAMP)

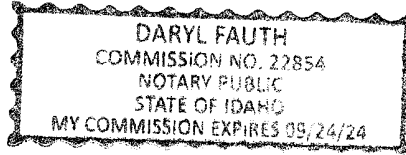


EXHIBIT "A"
LEGAL DESCRIPTION

The Southwesterly (60) feet of Lots 1 and 2 in Block 47 of THE CITY OF KETCHUM, according to the official plat thereof, on file in the office of the County Recorder, of Blaine County, Idaho, more particularly described as follows:

BEGINNING at the most Southerly Corner of said Lot 1; thence
Northeasterly along the Southeasterly line of Lot 1, 60.00 feet, thence
Northwesterly along a line parallel to the Southwesterly line of said Lots 1 and 2, 110.00 feet; thence
Southwesterly along the Northwesterly line of said Lot 2, 60.00 feet; thence
Southeasterly along the Southwesterly line of said Lots 1 and 2, 110.00 feet to the TRUE POINT OF
BEGINNING.



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: October 23, 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:

- 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. 23488239
State: ID
County: Blaine

<u>Guarantee No.</u>	<u>Liability</u>	<u>Date of Guarantee</u>	<u>Fee</u>
G-2222-000090065	\$1,000.00	October 23, 2023 at 7:30 a.m.	\$140.00

Name of Assured:
Galena-Benchmark 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):

The Southwesterly Sixty (60) feet of Lots 1 and 2 in Block 47 of THE CITY OF KETCHUM, according to the official plat thereof, on file in the office of the County Recorder, of Blaine County, Idaho, more particularly described as follows:

BEGINNING at the most Southerly Corner of said Lot 1; thence
Northeasterly along the Southeasterly line of Lot 1, 60.00 feet, thence
Northwesterly along a line parallel to the Southwesterly line of said Lots 1 and 2, 110.00 feet; thence
Southwesterly along the Northwesterly line of said Lot 2, 60.00 feet; thence
Southeasterly along the Southwesterly line of said Lots 1 and 2, 110.00 feet to the TRUE POINT OF BEGINNING.

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

Deed Type: Warranty Deed
Grantors: Steven M. Shafran, a married man as his sole and separate property
Grantees: Derek Klomhaus and Anne Klomhaus, husband and wife, as community property with right of survivorship
Recorded Date: November 15, 2019
Instrument: 664923
[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:

600 N East Ave, Ketchum, ID 83340

2. Taxes for the year 2022 are paid in full.
Parcel Number: [RPK0000047001A](#)

Lot Book Guarantee

Original Amount: \$9,247.50
Without Homeowner's Exemption

3. Taxes, including any assessments collected therewith, for the year 2023 which are a lien not yet due and payable.
4. The land described herein is located within the boundaries of the City of Ketchum and is subject to any assessments levied thereby.
5. Easements, reservations, restrictions, and dedications as shown on the official plat of [Ketchum Townsite](#).
6. Reservations and exceptions in a United States Patent, and in the act authorizing the issuance thereof, recorded August 17, 1936 as Instrument No. [74054](#), 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. Exceptions and Reservations as contained in a/an Agreement.
By & Between: Andrew Jackson Mayo, a single man and Robert C. Hastings and Mary B. Hastings, husband and wife.
Purpose: Garage on subject lot encroaches onto neighboring lot
Recorded: July 30, 1997
Instrument No.: [404887](#), records of Blaine County, Idaho.
9. Terms and conditions contained in a/an Right of First Refusal Agreement by and between Steven M. Shafran, a married person dealing in his sole and separate property and Stephen E. Babson and Melissa N. Babson, husband and wife.
Recorded: March 30, 2018
Instrument No.: [650775](#), records of Blaine County, Idaho.
10. Terms and conditions contained in a/an Right-of-Way Encroachment Agreement 20224 by and between Steven Shafran and the City of Ketchum, Idaho, a municipal corporation.
Recorded: August 13, 2018
Instrument No.: [654107](#), records of Blaine County, Idaho.

Amended Right-of-Way Encroachment Agreement 20224.
Recorded: January 7, 2019
Instrument No.: [657568](#), records of Blaine County, Idaho.
11. Terms, provisions, covenants, conditions, restrictions and easements provided in a Declaration of Special Covenants, Conditions and Restrictions, but omitting any covenants, conditions or restrictions, if any, to the extent that such violates 42 USC 3604 (c) or any other ordinance, statute or regulation.
Recorded: September 21, 2023
Instrument No.: [702392](#), records of Blaine County, Idaho.
12. A Deed of Trust to secure an indebtedness in the amount shown below and any other obligations secured thereby:
Amount: \$2,565,000.00
Trustor/Grantor: Derek Klomhaus and Anne Klomhaus, husband and wife
Trustee: Fidelity National Title Insurance Company
Beneficiary: First Republic Bank
Dated: October 19, 2021
Recorded: October 26, 2021
Instrument No.: [688105](#), records of Blaine County, Idaho.

Sun Valley Title
By:

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

Nick Busdon, Authorized Signatory

File No. 23488239

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-2222-000090065

Name of Assured: Galena-Benchmark Engineering

Date of Guarantee: October 23, 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:

Derek Klomhaus and Anne Klomhaus, husband and wife, as community property with right of survivorship

Sun Valley Title

By:



Nick Busdon, Authorized Signatory

File No. 23488239

SCHEDULE B

Exceptions:

NONE