



**City of Ketchum  
Planning & Building**

OFFICIAL USE ONLY	
File Number:	
Date Received:	
By:	
Fee Paid:	
Approved Date:	
Denied Date:	
By:	

**Readjustment of Lot Lines (Lot Line Shift) Application**

Submit completed application and documentation to [planningandzoning@ketchumidaho.org](mailto: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](http://www.ketchumidaho.org) and click on Municipal Code. You will be contacted and invoiced once your application package is complete.

OWNER INFORMATION	
Owner Name:	Bruce G. Uitarisi, trustee
Mailing Address:	PO Box 6935, Ketchum ID 83340
Phone:	617-227-0050
Email:	buitarisi@berkshirpartners.com
PROJECT INFORMATION	
Name of Proposed Plat:	Lot 21A, Sun Valley Subdivision, & Revised Tax Lot 7980
Representative of Owner:	Mark Phillips, Phillips Land Surveying
Phone:	208 720 3760
Mailing Address:	941 Cherry Creek Dr. Heiley ID 83333
Email:	pls16670.id@gmail.com
Legal Land Description:	S 1/2 of lot 21, and north 1/2 of lot 12, Sun Valley Subd.
Project Address:	219 & 221 E. Canyon Run Blvd.
Number of Lots:	2
Number of Units:	N/A
Total Land Area in Square Feet:	50,739
Current Zoning District:	LR
Overlay District:	<input type="checkbox"/> Flood <input type="checkbox"/> Mountain <input type="checkbox"/> Avalanche
Easements to be Dedicated on the Final Plat (Describe Briefly):	
An easement for a waterline exists per deed instrument number 121630. No width is provided. A 10' waterline easement may be proposed if a waterline is present.	
ATTACHMENTS NECESSARY TO COMPLETE APPLICATION	
1. A copy of a current lot book guarantee and recorded deed to the subject property;	
2. Title report	
3. PDF version of the final plat.	

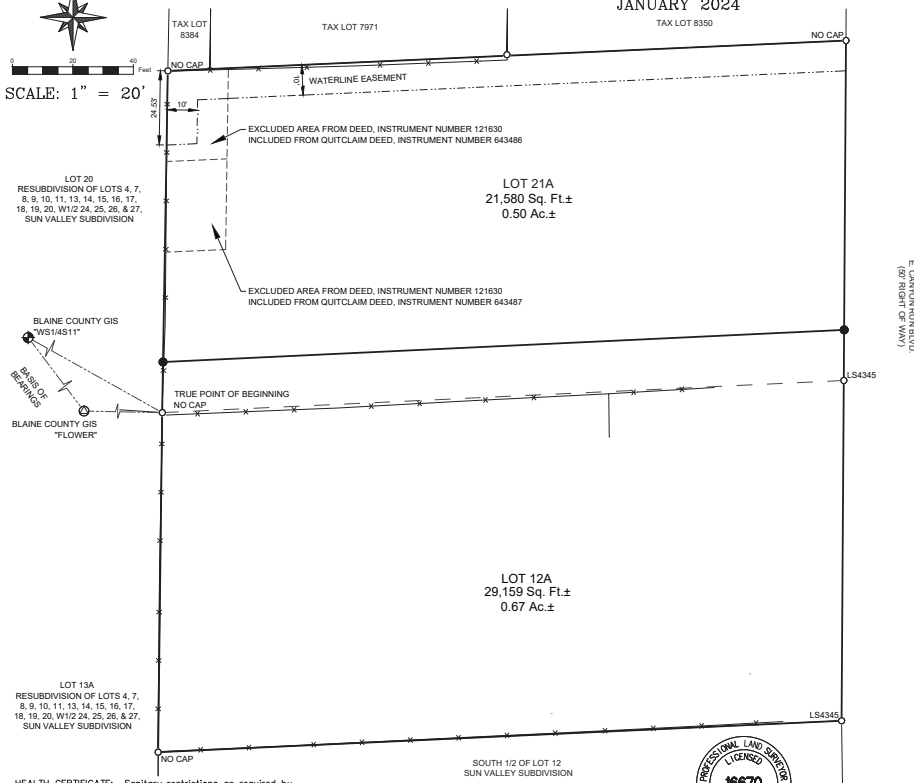
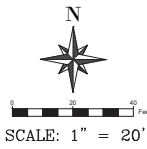
Applicant agrees in the event of a dispute concerning the interpretation or enforcement of the Lot Line Shift Application, in which the City of Ketchum is the prevailing party, to pay reasonable attorney fees, including attorney fees on appeal, and expenses of the City of Ketchum. I, the undersigned,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

\_\_\_\_\_  
Signature of Owner/Representative

12/31/2023  
Date

# A LOT LINE SHIFT PLAT SHOWING LOT 12A & LOT 21A, SUN VALLEY SUBDIVISION

WHEREIN THE LOT LINE BETWEEN THE SOUTH 1/2 OF LOT 21, SUN VALLEY SUBDIVISION, AND TAX LOT 7980,  
BEING THE NORTH 1/2 OF LOT 12, SUN VALLEY SUBDIVISION, IS SHIFTED AS SHOWN HEREON  
LOCATED WITHIN SECTION 12, T.4 N., R. 17 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO  
JANUARY 2024



LEGEND	
—	Property Line
- - -	Adjoiner's Lot Line
—	Centerline of Right of Way
- - -	Previous Lot Line
- - -	Area of Quitclaims
- - -	Easement, type and width as shown
- - -	GIS Tie Line
x	Fence Line
○	Found 1/2" Rebar
○	Found Aluminum Cap on 5/8" Rebar
○	Found Brass Cap on 1" Steel Pipe
●	Set 5/8" Rebar, PLS16670

### SURVEY NARRATIVE & NOTES

- The purpose of this survey is to show the monuments found during the boundary retracement of the South 1/2 of Lot 21, Sun Valley Subdivision, and Tax Lot 7980, being the North 1/2 of Lot 12, Sun Valley Subdivision, and shift the common boundary line between the properties as shown hereon, creating Lot 12A & Lot 21A, Sun Valley Subdivision. The boundary shown is based on found Lot Corner Monuments, the plat of Sun Valley Subdivision, Instrument Number 52259, and the Record of Survey for Sun Valley Subdivision North 1/2 Lot 12, Instrument Number 522596, both records of Blaine County Idaho. All found monuments have been accepted. Additional Documents used in the course of this survey include Warranty Deed Instrument Number 683133, Warranty Deed Instrument Number 689399, Quitclaim Deed Instrument Number 643486, Quitclaim Deed Instrument Number 643487, and Warranty Deed Instrument Number 121630, all records of Blaine County, Idaho. Warranty Deed Instrument Number 134036, records of Blaine County, Idaho, was also reviewed, however, Blaine County Title Company did not include said deed in the title report.
- The distances shown are measured. Refer to the above referenced documents for the previous record data.
- A Lot Book Guarantee for the subject property has been issued by Stewart Title, File Number 2325143, with a Date of Guarantee of July 31, 2023. Certain information contained in said title policy may not appear on this map or may affect items shown hereon. It is the responsibility of the owner or agent to review said policy. Some of the encumbrances listed are not plottable. Review of the specific documents listed in said policy is required, if further information is desired.
- During the course of this survey, it was observed that there exists an easement for a waterline, of unknown width along the northerly boundary of the South 1/2 of Lot 21. The Well Sites have since been quitclaimed, based on the listed Instrument Numbers, Warranty Deed Instrument Number 134036, records of Blaine County, Idaho, listed a 10 foot width along the northerly boundary of the South 1/2 of Lot 21. There is an existing well that did not fall within an existing easement, based on current documents, so a 10' waterline easement is created by this plat as shown.

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

Date \_\_\_\_\_ South Central District Health Dept., EHS

MARK E. PHILLIPS, P.L.S. 16670

LOT 12A & LOT 21A,  
 SUN VALLEY SUBDIVISION  
 PHILLIPS LAND SURVEYING, PLLC  
 HALEY, IDAHO  
 1 OF 2  
 PROJECT: 2023-101

CERTIFICATE OF OWNERSHIP

This is to certify that the undersigned is the owner in fee simple of the following described parcels of land:

Parcels of land located within Section 12, T.4N., R.17E., B.M., City of Ketchum, Blaine County, Idaho, more particularly described as follows:

THE SOUTH 1/2 OF LOT 21, SUN VALLEY SUBDIVISION, & THE NORTH 1/2 OF LOT 12, SUN VALLEY SUBDIVISION, WITH THE EXTERIOR BOUNDARY OF BOTH OF THE TWO LOTS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE WESTERLY PROPERTY CORNER COMMON TO SAID SOUTH 1/2 OF LOT 21 & SAID NORTH 1/2 OF LOT 12, MARKED BY A 1/2" REBAR WITH NO CAP; FROM WHICH THE EASTERLY CORNER COMMON TO SAID SOUTH 1/2 OF LOT 21 & SAID NORTH 1/2 OF LOT 12, MARKED BY A 1/2" REBAR BY LS4345, LIES N67°19'10"E, 225.77 FEET DISTANCE, AND SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE N00° 57' 11"E, 113.07 FEET, TO A 1/2" REBAR WITH NO CAP;

THENCE N87° 26' 11"E, 224.59 FEET, TO A 1/2" REBAR WITH NO CAP;

THENCE S00° 22' 22"W, 112.48 FEET, TO A 1/2" REBAR BY LS4345;

THENCE S00° 22' 28"W, 112.58 FEET, TO A 1/2" REBAR BY LS4345;

THENCE S87° 22' 07"W, 226.36 FEET, TO A 1/2" REBAR WITH NO CAP;

THENCE N00° 40' 58"E, 112.36 FEET, TO THE TRUE POINT OF BEGINNING, CONTAINING 50,739 Sq.Ft. (1.16 Ac.), MORE OR LESS, AS COMPUTED BY COMPUTER METHODS.

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

It is the intent of the owner to hereby include said land in this plat.

Bruce G. Vitarisi, Trustee, of the 219 E. Canyon Run Trust dated May 27, 2021

ACKNOWLEDGMENT

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

On this \_\_\_\_ day of \_\_\_\_\_, 2024, before me, a Notary Public in and for said State, personally appeared Bruce G. Vitarisi, Trustee under Trust dated May 27, 2021, known or identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

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

Notary Public in and for said State
Residing in \_\_\_\_\_
My Commission Expires \_\_\_\_\_

SURVEYOR'S CERTIFICATE

I, Mark E. Phillips, a duly Licensed Professional Land Surveyor in the State of Idaho, do hereby certify that this plat is a true and accurate map of the land and points surveyed under my direct supervision and that it is in accordance with the Idaho State Code relating to Plats, Surveys, and the Corner Perpetuation and Filing Act, 55-1601 through 55-1612.

Mark E. Phillips, P.L.S. 16670



BLAINE COUNTY SURVEYOR'S APPROVAL

I, Sam Young County Surveyor for Blaine County, Idaho, do hereby certify that I have checked the foregoing Plat and computations for making the same and have determined that they comply with the laws of the State of Idaho relating to Plats and Surveys

Sam Young, P.L.S. 11577
Blaine County Surveyor

Date \_\_\_\_\_

KETCHUM CITY COUNCIL CERTIFICATE

I, the undersigned, City Clerk, in and for the City of Ketchum, Blaine County, Idaho, do hereby certify that at a regular meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_\_, 2024, this plat was duly accepted and approved.

Trent Donat, City Clerk, City of Ketchum

KETCHUM CITY ENGINEER CERTIFICATE

I, the undersigned, City Engineer, in and for the City of Ketchum, Blaine County, Idaho, do hereby approve this plat on this \_\_\_\_ day of \_\_\_\_\_, 2024, and certify that it is in accordance with the City of Ketchum subdivision ordinance.

Robyn Mattison, City Engineer, City of Ketchum

KETCHUM CITY PLANNER CERTIFICATE

I, the undersigned, Planner, in and for the City of Ketchum, Blaine County, Idaho, do hereby approve this plat on this \_\_\_\_ day of \_\_\_\_\_, 2024, and certify that it is in accordance with the City of Ketchum subdivision ordinance.

Abby Rivin, Planner, City of Ketchum

BLAINE COUNTY TREASURER'S APPROVAL

I, the undersigned County Treasurer in and for Blaine County, State of Idaho per the requirements of Idaho Code 50-1308, do hereby certify that any and all current and/or delinquent county property taxes for the property included in this subdivision have been paid in full. This certification is valid for the next thirty (30) days only.

Blaine County Treasurer

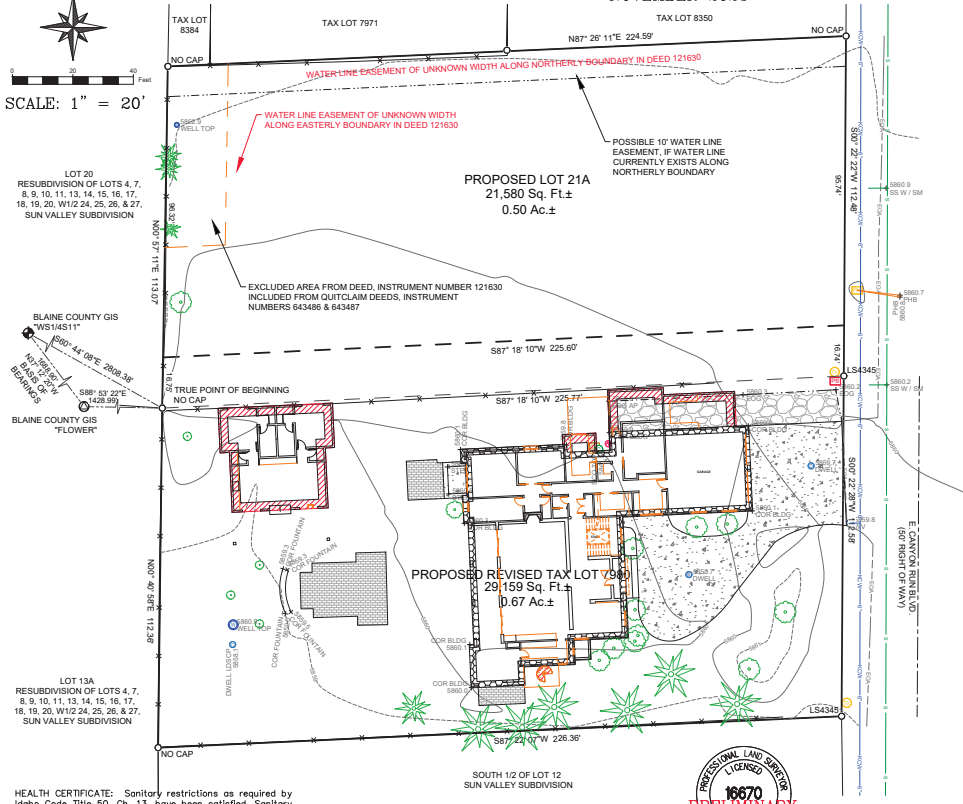
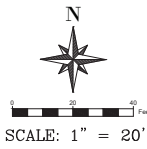
Date \_\_\_\_\_

BLAINE COUNTY RECORDER'S CERTIFICATE

# A LOT LINE SHIFT PLAT SHOWING LOT 21A, SUN VALLEY SUBDIVISION, & REVISED TAX LOT 7980

WHEREIN THE LOT LINE BETWEEN THE SOUTH 1/2 OF LOT 21, SUN VALLEY SUBDIVISION, AND TAX LOT 7980 IS SHIFTED AS SHOWN HEREON  
LOCATED WITHIN SECTION 12, T.4 N., R. 17 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO

NOVEMBER 2023



### LEGEND

- Property Line
- - - Adjoiner's Lot Line
- - - Centerline of Right of Way
- - - Proposed Lot Line
- - - Previous Lot Line
- - - Area of Quiltings
- - - Easement, type and width as shown (See Note 5)
- - - GIS Tie Line
- Existing Structure
- Proposed ADU & Improvements
- Gravel
- Pavers
- Concrete
- 1' Contour Interval
- 5' Contour Interval
- FNC = Fence
- Edge of Asphalt Line
- Waterline per City of Ketchum Utility Map
- Sewermain per City of Ketchum Utility Map
- Overhead Power Line
- Overhead Telephone Line
- FD1/2" = Found 1/2" Rebar
- Found Aluminum Cap on 5/8" Rebar
- Found Brass Cap on 1" Steel Pipe
- 5/8" Rebar, to be Set, PL516670
- PBOX = Power Box
- Power Meter
- IRR = Irrigation Box
- PHBOX = Telephone Riser
- GMTR = Gas Meter
- TVBOX = Cable Television Riser
- SCOC = Septic Cleanout
- DWELL = Drywell
- Well
- Deciduous Tree
- Coniferous Tree

### SURVEY NARRATIVE & NOTES

1. The purpose of this survey is to show the monuments found during the boundary retracement of the South 1/2 of Lot 21, Sun Valley Subdivision, and Tax Lot 7980, and shift the common boundary line between the properties as shown hereon. The Boundary shown is based on found Lot Corner Monuments, the plat of Sun Valley Subdivision, Instrument Number 92929, and the Record of Survey for Sun Valley Subdivision North 1/2 Lot 12, Instrument Number 522396, both records of Blaine County Idaho. All found monuments have been accepted.
2. The distances shown are measured. Refer to the above referenced documents for the previous record data.
3. Unless specifically shown hereon, this survey does not claim to reflect any of the following, which may be applicable to the subject real property, including but not limited to: Building Setbacks, Ditches, Easements, Encroachments, Natural Hazards, Covenants, Conditions, and Restrictions, Subdivision Restrictions, Wetlands, Zoning or any other Land Use Regulation.
4. A Lot Book Guarantee for the subject property has been issued by Stewart Title, File Number 232143, with a Date of Guarantee of July 31, 2023. Certain information contained in said title policy may not appear on this map or may affect items shown hereon. It is the responsibility of the owner or agent to review said policy. Some of the encumbrances and easements listed in the title report are NOT plotted hereon. Review of the specific documents listed in said policy is required, if further information is desired.
5. During the course of this survey, it was observed that there exists an easement for a waterline, of unknown width, along the easterly boundary of the old well sites, that have since been reclaimed, and along the northerly boundary of the South 1/2 of Lot 21. Research and investigation is currently in process to see if a waterline exists or if the easement is still valid. If needed, a 10' water line easement will be proposed along the northerly boundary of the proposed Lot 21A.

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

Date \_\_\_\_\_ South Central District Health Dept., EHS



MARK E. PHILLIPS, P.L.S. 16670

LOT 21A, SUN VALLEY SUBDIVISION & REVISED TAX LOT 7980  
PHILLIPS LAND SURVEYING, PLLC  
HAILEY, IDAHO  
1 OF 2  
PROJECT: 2023-101

2

#626415

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

**Instrument # 643486**

HAILEY, BLAINE, IDAHO  
05-12-2017 2:02:10 PM No. of Pages: 5  
Recorded for: FIRST AMERICAN TITLE - KETCHUM  
JOLYNN DRAGE Fee: \$22.00  
Ex-Officio Recorder Deputy: GWB  
Electronically Recorded by Simplifile

Lawson Laski Clark & Pogue, PLLC  
Post Office Box 3310  
Ketchum, Idaho 83340

(Space Above This Line For Recorder's Use)

**QUITCLAIM DEED**

GRANTORS ROBERT W. KENDALL and A. WILLIAM KENDALL, beneficiaries of the Estate of A.W. Kendall and Helen E. Kendall, hereby bargains, sells, remises, releases, conveys and forever quitclaims to THE GOLDEN PARACHUTE LLC, A Washington limited liability company, whose address is ~~40 Desperado Hwy, Idaho 83333~~ all of THEIR right, title and interest which it has, if any, in the real property in the State of Idaho, County of Blaine, described in Exhibit "A" attached hereto and incorporated herein by this reference.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2017 **\*\*P.O. Box 1465  
Ketchum, ID 83340**

By: \_\_\_\_\_  
ROBERT W. KENDALL

DATED this 24 day of April, 2017

By: A. William Kendall  
A. WILLIAM KENDALL

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

Lawson Laski Clark & Pogue, PLLC  
Post Office Box 3310  
Ketchum, Idaho 83340

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(Space Above This Line For Recorder's Use)

### QUITCLAIM DEED

GRANTORS ROBERT W. KENDALL and A. WILLIAM KENDALL, beneficiaries of the Estate of A.W. Kendall and Helen E. Kendall, hereby bargains, sells, remises, releases, conveys and forever quitclaims to THE GOLDEN PARACHUTE LLC, A Washington limited liability company, whose address is ~~441 Desperado Hwy, Idaho 83340~~, all of THEIR right, title and interest which it has, if any, in the real property in the State of Idaho, County of Blaine, described in Exhibit "A" attached hereto and incorporated herein by this reference.

DATED this 2 day of April, 2017 \* P.O. Box 1465  
Ketchum, ID 83340

By: Robert W. Kendall  
ROBERT W. KENDALL

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2017

By: \_\_\_\_\_  
A. WILLIAM KENDALL

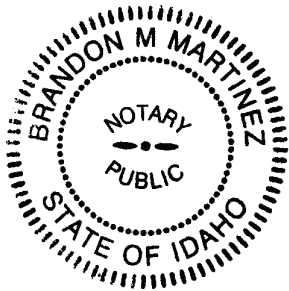
State of Washington )  
 ) ss.  
County of Spokane )

On this \_\_\_\_\_ day of \_\_\_\_\_ 2017, before me, \_\_\_\_\_  
a Notary Public in and for said State, personally appeared ROBERT W. KENDALL, known or  
identified to me to be the person who subscribed said name to the foregoing instrument, and  
acknowledged to me that he executed the same.

\_\_\_\_\_  
Notary Public for Washington  
Residing at \_\_\_\_\_  
My Commission expires \_\_\_\_\_

State of Idaho )  
 ) ss.  
County of Ada )

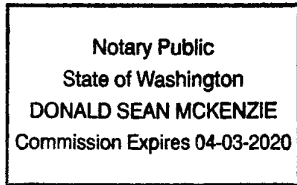
On this 24 day of April 2017, before me, Brandon M. Martinez  
a Notary Public in and for said State, personally appeared A. WILLIAM KENDALL, known or  
identified to me to be the person who subscribed said name to the foregoing instrument, and  
acknowledged to me that he executed the same.



Brandon M. Martinez  
\_\_\_\_\_  
Notary Public for Idaho  
Residing at Ada County  
My Commission expires 09/18/2021

State of Washington )  
 ) ss.  
County of Spokane )

On this 21 day of April 2017, before me, Donald Sean McKenzie  
a Notary Public in and for said State, personally appeared ROBERT W. KENDALL, known or  
identified to me to be the person who subscribed said name to the foregoing instrument, and  
acknowledged to me that he executed the same.



Donald Sean McKenzie  
Notary Public for Washington  
Residing at Spokane  
My Commission expires 4/3/2020

State of Idaho )  
 ) ss.  
County of Ada )

On this \_\_\_\_\_ day of \_\_\_\_\_ 2017, before me, \_\_\_\_\_  
a Notary Public in and for said State, personally appeared A. WILLIAM KENDALL, known or  
identified to me to be the person who subscribed said name to the foregoing instrument, and  
acknowledged to me that he executed the same.

\_\_\_\_\_  
Notary Public for Idaho  
Residing at \_\_\_\_\_  
My Commission expires \_\_\_\_\_



**EXHIBIT A**

A tract of land, also known as Well Site No. 1, located within the northwesterly corner of the South ½ of Lot 21 of Sun Valley Subdivision as the same appears on the Official Plat thereof on file and of Record in the Office of the County recorder of Blaine County, Idaho, more particularly described as follows:

Commencing at the northwesterly corner of the South ½ of Lot 21, said point being the POINT OF BEGINNING;  
thence South 00°33'37" West, 30.00 feet along the westerly boundary of said South ½ of Lot 21 to a point;  
thence North 87°08'29" East, 20.04 feet to a point;  
thence North 00°33'37" East, 30.00 feet to a point on the northerly boundary of said South ½ of Lot 21;  
thence South 87°08'13" West, 20.04 feet along said boundary to the POINT OF BEGINNING.



## EXHIBIT A

A tract of land also known as Well Site No. 2, located within the northwesterly corner of the South ½ of Lot 21 of Sun Valley Subdivision as the same appears on the Official Plat thereof on file and of Record in the Office of the County recorder of Blaine County, Idaho, more particularly described as follows:

Commencing at the northwesterly corner of the South ½ of Lot 21, thence South 00°33'37" West, 30.00 feet along its westerly boundary to the southwesterly corner of Well Site #1 and the POINT OF BEGINNING;  
thence continuing South 00°33'37" West, 30.00 feet along the westerly boundary of said South ½ of Lot 21 to a point;  
thence North 87°08'29" East, 20.04 feet to a point;  
thence North 00°33'37" East, 30.00 feet to the southeasterly corner of said Well Site #1;  
thence South 87°08'13" West, 20.04 feet along the southerly boundary of said Well Site # 1 to the POINT OF BEGINNING.

191 / 378

11-3-69

No. 134036

WARRANTY DEED

A. WILLIAM KENDALL, ET UX TO RUDI RUDOLF ERLER, ET UX ET AL

For Value Received A. WILLIAM KENDALL, a married man, dealing with his sole and separate property, and PATRICIA H. KENDALL, his wife, who joins herein for the purpose of releasing any claim to the herein described property Hereinafter called the grantor, hereby grants, bargains, sells and conveys unto RUDI RUDOLF ERLER and JULIE D. ERLER, husband and wife AND CHARMTAN GAY JONES, a widow Hereinafter called the grantee, the following described premises, in Blaine County, Idaho, to-wit:

The South 110 feet of Lot 34 of SUN VALLEY SUBDIVISION, Blaine County, Idaho, according to the official plat thereof on file in the office of the County Recorder of Blaine County, Idaho.

Together with a well site particularly described as follows:

COMMENCING AT the Northwest corner of the South half of Lot 21 of Sun Valley Subdivision and running thence in a Southerly direction along the Westerly boundary of said Lot 21, a distance of 30 feet to the true point of beginning; thence continuing along the said Westerly line of said Lot, a distance of 30 feet; thence running in an easterly direction parallel to the South boundary of said Lot 21, a distance of 20 feet; thence running in a Northerly direction and parallel to the Westerly boundary of said Lot 21, a distance of 30 feet; thence Westerly a distance of 20 feet to the true point of beginning. Also together with an easement for water line along the Easterly boundary of said well site to the Northerly boundary of said  $5\frac{1}{2}$  of said Lot 21; Thence running along the said Northerly boundary of the  $5\frac{1}{2}$  of Lot 21 to and across the public road running between said Lot 21 and said Lot 34; Thence running along the Easterly boundary of said public road and along the Westerly boundary of said Lot 34 to the point approximately 115 feet North of the Southwest corner of said Lot 34; thence Easterly and parallel to the South boundary of said Lot 34 to the Easterly boundary of said Lot 34, with full power and authority to maintain, repair, replace and improve such water lines or any part thereof and for that purpose to use such tools and equipment upon the lands crossed by such easement as might be necessary, convenient or proper to accomplish such purpose and the right to use in common with others an alley easement right of way 10 feet in width adjoining the Northerly boundary line of the premises herein described

SUBJECT to Restrictions contained in Warranty Deed recorded April 7, 1949, in Book 159 of Deeds, page 107, records of Blaine County, Idaho.

Grantee herein agrees not to build within 50 feet of Canyon Run Boulevard.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all incumbrances except as described above and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: October 29, 1959

A. William Kendall  
A. William Kendall

Patricia H. Kendall  
Patricia H. Kendall

**Instrument # 683133**

HAILEY, BLAINE, IDAHO  
06-03-2021 8:30:25 AM No. of Pages: 3  
Recorded for: BLAINE COUNTY TITLE  
JOLYNN DRAGE Fee: \$15.00  
Ex-Officio Recorder Deputy: CWB  
Electronically Recorded by Simplifile



**WARRANTY DEED**

For Value Received,

Barbara W. Boswell, trustee of the Barbara W. Boswell Trust dated December 21, 2006, Amendment and Complete Restatement on August 13, 2010, and amended on May 16, 2016,

the Grantor, hereby grants, bargains, sells, conveys and warrants unto

Bruce G. Vitarisi, Trustee, or his successors in interest, of the 219 E. Canyon Run Trust dated May 27, 2021, and any amendments thereto

the Grantee, whose current address is: PO Box 6935, Ketchum, ID 83340

the following described premises, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO

**SUBJECT TO:** Current General Taxes, a lien in the process of assessment, not yet due or payable. Easements, restrictions, reservations, provisions of record, and assessments, if any.

**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; 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 2 day of June, 2021

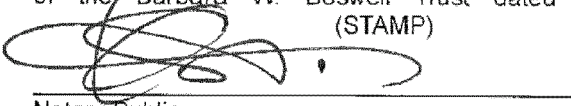
BARBARA W. BOSWELL TRUST  
dated December 21, 2006, as amended and  
restated

By:   
Barbara W. Boswell  
Trustee

State of Idaho  
County of

This record was acknowledged before me on 2 day of June, 2021, by Barbara W. Boswell, Trustee of the Barbara W. Boswell Trust dated December 21, 2006, as amended and restated

(STAMP)



Notary Public \_\_\_\_\_

My Commission Expires: 7-26-2023



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

North ½ of Lot 12, SUN VALLEY SUBDIVISION, according to the official plat thereof, recorded as Instrument No. 92929, records of Blaine County, Idaho and also described by metes and bounds with reference to record of Survey recorded as Instrument No. 522396 as follows:

Commencing at the West ¼ corner of Section 12, Township 4 North, Range 17 East, Boise Meridian, Blaine County, Idaho; Thence South 52°59'57" East 3,070.97 to the POINT OF BEGINNING;  
Thence North 87°04'17" East 225.76 feet;  
Thence South 00°07'52" West 112.54 feet;  
Thence South 87°07'41" West 226.65 feet;  
Thence North 00°35'33" East 112.37 feet to the point of beginning. (Tax Lot 7980)



491 N. Main Street, Suite 102  
Ketchum, ID 83340

**ELECTRONICALLY RECORDED-DO NOT  
REMOVE THE COUNTY STAMPED FIRST  
PAGE AS IT IS NOW INCORPORATED AS  
PART OF THE ORIGINAL DOCUMENT**

File No. 793029 /TG

**Instrument # 689399**

HAILEY, BLAINE, IDAHO  
12-07-2021 11:35:45 AM No. of Pages: 2  
Recorded for: PIONEER TITLE COMPANY OF BLAINE COUNT  
STEPHEN MCDUGALL GRAHAM Fee: \$15.00  
Ex-Officio Recorder Deputy: JB  
Electronically Recorded by Simplifile

**WARRANTY DEED**

For Value Received John William Kendall, an unmarried man  
hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

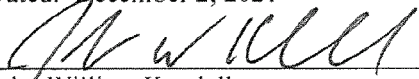
Bruce G. Vitarisi, as Trustee of the 219 E. Canyon Run Trust dated May 27, 2021  
hereinafter referred to as Grantee, whose current address is P.O. Box 6935 Ketchum, ID 83340

The following described premises, to-wit:

See Exhibit A attached hereto and made a part hereof.

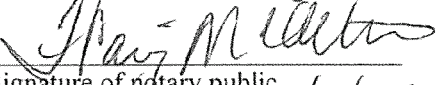
To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantees(s) heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to and with the said Grantee(s), the Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to U.S. Patent reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and current years taxes, levies, and assessments, includes irrigation and utility assessments, (if any) which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: December 2, 2021

  
\_\_\_\_\_  
John William Kendall

State of Idaho, County of Blaine

This record was acknowledged before me on 12/6/21 by John William Kendall

  
\_\_\_\_\_  
Signature of notary public  
Commission Expires: 1/5/24

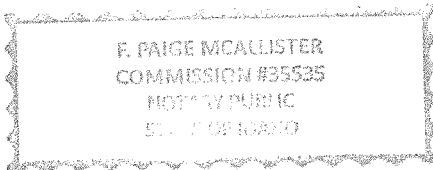
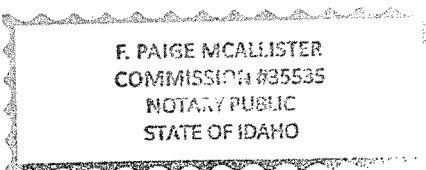




EXHIBIT A

South Half of Lot 21 of Sun Valley Subdivision as the same appears on the Official Plat thereof on file and of record in the Office of the County Recorder of Blaine County, Idaho.

## CLTA LOT BOOK 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.

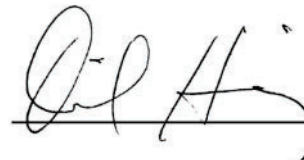
Countersigned by:

  
Authorized Countersignature

Blaine County Title, Inc.  
360 Sun Valley Road  
P.O. Box 3176  
Ketchum, ID 83340  
Agent ID: 120037



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

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

For purposes of this form the "Stewart Title" logo featured above is the represented logo for the underwriter, Stewart Title Guaranty Company.

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File No.: 2325143

Lot Book Guarantee (6-6-92)

Page 1 of 3 of Policy Serial No.: G-2222-000089831

## GUARANTEE CONDITIONS AND STIPULATIONS

1. **Definition of Terms** – The following terms when used in this 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 Claims 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 any 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.

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File No.: 2325143

Lot Book Guarantee (6-6-92)

Page 2 of 3 of Policy Serial No.: G-2222-000089831

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 the 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 option under Paragraph 5, and the Guarantee shall be surrendered to the Company for 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 of 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 of 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, Texas 77252-2029.

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File No.: 2325143

Lot Book Guarantee (6-6-92)

Page 3 of 3 of Policy Serial No.: G-2222-000089831

**LOT BOOK GUARANTEE  
SCHEDULE A**

**File No.:** 2325143

**Guarantee No.:** G-2222-000089831

**Date of Guarantee:** July 31, 2023 at 5:00 P.M.

**Liability:** \$1,000.00

**Premium:** \$150.00

**A. Assured:**

Jon Meyer

**B. Assurances, given without examination of the documents listed or referred to and only to the specifically named documents and no others:**

**1. Description of the land in Blaine County, Idaho:**

North ½ of Lot 12, SUN VALLEY SUBDIVISION, as shown on the official plat thereof, recorded as Instrument No. 92929, records of Blaine County, Idaho and also described by metes and bounds with reference to record of Survey recorded as Instrument No. 522396 as follows:

Commencing at the West ¼ corner of Section 12, Township 4 North, Range 17 East, Boise Meridian, Blaine County, Idaho; Thence South 52°59'57" East 3,070.97 to the POINT OF BEGINNING;

Thence North 87°04'17" East 225.76 feet;

Thence South 00°07'52" West 112.54 feet;

Thence South 87°07'41" West 226.65 feet;

Thence North 00°35'33" East 112.37 feet to the point of beginning. (Tax Lot 7980)

AND

The South Half of Lot 21, SUN VALLEY SUBDIVISION, as shown on the official plat thereof, recorded as Instrument No. 92929, records of Blaine County, Idaho

**2. The last recorded instrument in the public records purporting to transfer title to said land was:**

Warranty Deed, recorded as Document No. 683133 and 689399, conveying said real property to:

Bruce G. Vitarisi, Trustee, or his successors in interest, of the 219 E. Canyon Run Trust dated May 27, 2021, and any amendments thereto

3. That there are no mortgages or deeds of trust describing the land that have not been released or reconveyed by an instrument recorded in the public records, other than those shown below under Exceptions.

4. That there are no contracts for sales, contracts for deed, including memorandums giving notice of such contracts, attachments, tax deed recorded within the last 9 years, which purport to affect the land other than shown below under Exceptions.

**C. Exceptions:**

1. 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. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by Public Records.
2. Any facts, rights, interests, or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
3. Easements, liens, or encumbrances, or claims thereof, which are not shown by the Public Records.
4. Discrepancies, conflicts in boundary lines, shortages in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims, or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor, equipment or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
7. Rights of the state or federal government and/or public in and to any portion of the land for right of way (whether or not such rights are shown by recordings of easements and/or maps in the Public Records by the State of Idaho showing the general location of these rights of way).
8. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. Stewart makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interest that are not listed
9. General taxes for the year 2023 and subsequent years, which are a lien due not yet payable.

Note: General taxes for the year 2022, a lien in the amount of \$19,173.64, which are paid in full. (Parcel No. RPK0535000012A)

Note: General taxes for the year 2022, a lien in the amount of \$6,128.94, which are paid in full. (Parcel No. RPK0535000021C)

10. Water and sewer charges of the City of Ketchum.
11. Ketchum rubbish charges billed by Clear Creek Disposal.
12. Notes, Easements and Restrictions as shown on the official plat of Sun Valley Subdivision, recorded January 16, 1948 as [Instrument No. 92929](#), records of Blaine County, Idaho.
13. Restrictions, Conditions and Covenants, including the terms and provisions thereof, as shown in Warranty Deed recorded May 3, 1948 in Book 158 of Deeds at page 388, as [Instrument No. 93410](#), records of Blaine County, Idaho

14. Easement being appurtenant to Lot 34 of said Sun Valley Subdivision, including the terms and provisions thereof, for the purpose of maintaining, repairing, replacing and improving the water line as now constructed upon said easement right-of-way and with the right of usage of such tools and equipment as may be necessary, as shown in that certain Warranty Deed recorded January 8, 1956 in Book 178 of Deeds at page 504, as [Instrument No. 121630](#), records of Blaine County, Idaho.
15. Facts evidenced by that certain Survey, recorded July 1, 2005, as [Instrument No. 522396](#), records of Blaine County, Idaho.
16. Deed of Trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby:  
Amount: \$4,050,000.00  
Dated: 08/27/2021  
Grantor: Bruce G. Vitarisi, Trustee, or his successors in interest, of the 219 E. Canyon Run Trust dated May 27, 2021, and any amendments thereto  
Trustee: Pioneer Title Company of Ada County  
Beneficiary: Wells Fargo Bank, N.A.  
Recorded: 09/03/2021, as Instrument No. 686266, records of Blaine County, Idaho

## **STEWART TITLE GUARANTY COMPANY PRIVACY NOTICE**

This Stewart Title Guaranty Company Privacy Notice (“Notice”) explains how Stewart Title Guaranty Company and its subsidiary title insurance companies (collectively, “Stewart”) collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of your information. Pursuant to Title V of the Gramm-Leach Bliley Act (“GLBA”) and other Federal and state laws and regulations applicable to financial institutions, consumers have the right to limit some, but not all sharing of their personal information. Please read this Notice carefully to understand how Stewart uses your personal information.

The types of personal information Stewart collects, and shares depends on the product or service you have requested.

### **Stewart may collect the following categories of personal and financial information from you throughout your transaction:**

1. Identifiers: Real name, alias, online IP address if accessing company websites, email address, account name, unique online identifier, social security number, driver’s license number, passport number, or other similar identifiers;
2. Demographic Information: Marital status, gender, date of birth.
3. Personal Information and Personal Financial Information: Name, signature, social security number, physical characteristics or description, address, telephone number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, credit reports, or any other information necessary to complete the transaction.

### **Stewart may collect personal information about you from:**

1. Publicly available information from government records.
2. Information we receive directly from you or your agent(s), such as your lender or real estate broker;
3. Information about your transactions with Stewart, our affiliates, or others; and
4. Information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

### **Stewart may use your personal information for the following purposes:**

1. To provide products and services to you or in connection with a transaction.
2. To improve our products and services.
3. To communicate with you about our, our affiliates’, and others’ products and services, jointly or independently.

### **Stewart may use or disclose the personal information we collect for one or more of the following purposes:**

- a. To fulfill or meet the reason for which the information is provided.
- b. To provide, support, personalize, and develop our website, products, and services.
- c. To create, maintain, customize, and secure your account with Stewart.
- d. To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- e. To prevent and/or process claims.
- f. To assist third party vendors/service providers who complete transactions or perform services on Stewart’s behalf pursuant to valid service provider agreements.
- g. As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- i. To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- j. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- k. Auditing for compliance with federal and state laws, rules and regulations.
- l. Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments.
- m. To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.



Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

### **Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties**

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, a realtor, broker, or a lender). Stewart may disclose your personal information to a non-affiliated third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter in a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties:

- a. Non-affiliated service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- b. To enable Stewart to prevent criminal activity, fraud, material misrepresentation, or nondisclosure.
- c. Stewart's affiliated and subsidiary companies.
- d. Non-affiliated third-party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you.
- e. Parties involved in litigation and attorneys, as required by law.
- f. Financial rating organizations, rating bureaus and trade associations.
- g. Federal and State Regulators, law enforcement and other government entities to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

The law does not require your prior authorization or consent and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with non-affiliated third parties, except as required or permitted by law.

### **Right to Limit Use of Your Personal Information**

You have the right to opt-out of sharing of your personal information among our affiliates to directly market to you. To opt-out of sharing to our affiliates for direct marketing, you may send an "opt out" request to [Privacyrequest@stewart.com](mailto:Privacyrequest@stewart.com), or contact us through other available methods provided under "Contact Information" in this Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

### **How Stewart Protects Your Personal Information**

Stewart maintains physical, technical and administrative safeguards and policies to protect your personal information.

### **Contact Information**

If you have questions or comments about this Notice, the ways in which Stewart collects and uses your information described herein, your choices and rights regarding such use, or wish to exercise your rights under law, please do not hesitate to contact us at:

**Phone:** Toll Free at 1-866-571-9270

**Email:** [Privacyrequest@stewart.com](mailto:Privacyrequest@stewart.com)

**Postal Address:** Stewart Information Services Corporation  
Attn: Mary Thomas, Chief Compliance and Regulatory Officer  
1360 Post Oak Blvd., Ste. 100, MC #14-1  
Houston, TX 77056

### Privacy Notice at Collection for California Residents

Pursuant to the California Consumer Privacy Act of 2018 (“CCPA”) and the California Privacy Rights Act of 2020, effective January 1, 2023 (“CPRA”), Stewart Information Services Corporation and its subsidiary companies (collectively, “Stewart”) are providing this **Privacy Notice at Collection for California Residents** (“CCPA & CPRA Notice”). This CCPA & CPRA Notice supplements the information contained in Stewart’s existing privacy notice and applies solely to all visitors, users, and consumers and others who reside in the State of California or are considered California Residents as defined in the CCPA & CPRA (“consumers” or “you”). All terms defined in the CCPA & CPRA have the same meaning when used in this Notice.

#### **Personal and Sensitive Personal Information Stewart Collects**

- Publicly available information from government records.
- Deidentified or aggregated consumer information.
- Certain personal information protected by other sector-specific federal or California laws, including but not limited to the Fair Credit Reporting Act (FCRA), Gramm Leach Bliley Act (GLBA) and California Financial Information Privacy Act (FIPA).

Specifically, Stewart has collected the following categories of **personal and sensitive personal information** from consumers within the last twelve (12) months:

<b>Category</b>	<b>Examples</b>	<b>Collected</b>
A. Identifiers	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver’s license number, passport number, or other similar identifiers	YES
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver’s license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	YES
C. Protected classification characteristics under California or federal law	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	YES
D. Commercial information	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	YES
E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	YES
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer’s interaction with a website, application, or advertisement.	YES

G. Geolocation data.	Physical location or movements.	YES
H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	YES
I. Professional or employment-related information.	Current or past job history or performance evaluations.	YES
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	YES
K. Inferences drawn from other personal information.	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	YES

Stewart obtains the categories of personal and sensitive information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees, or their agents (For example, realtors, lenders, attorneys, brokers, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third-parties that interact with Stewart in connection with the services we provide.

### **Use of Personal and Sensitive Personal Information**

Stewart may use or disclose the personal or sensitive information we collect for one or more of the following purposes:

- a. To fulfill or meet the reason for which the information is provided.
- b. To provide, support, personalize, and develop our website, products, and services.
- c. To create, maintain, customize, and secure your account with Stewart.
- d. To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- e. To prevent and/or process claims.
- f. To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- g. As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- i. To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- j. To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- k. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- l. Auditing for compliance with federal and state laws, rules and regulations.
- m. Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- n. To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal or sensitive information or use the personal or sensitive information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

## **Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties**

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, a realtor, broker, or a lender). Stewart may disclose your personal information to a third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter into a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties:

- a. Service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- b. Affiliated Companies.
- c. Parties involved in litigation and attorneys, as required by law.
- d. Financial rating organizations, rating bureaus and trade associations.
- e. Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information for a business purpose:

Category A:	Identifiers
Category B:	California Customer Records personal information categories
Category C:	Protected classification characteristics under California or federal law
Category D:	Commercial Information
Category E:	Biometric Information
Category F:	Internet or other similar network activity
Category G:	Geolocation data
Category H:	Sensory data
Category I:	Professional or employment-related information
Category J:	Non-public education information
Category K:	Inferences

## **Your Consumer Rights and Choices Under CPPA and CPRA**

### **Your Rights Under CCPA**

The CCPA provides consumers (California residents as defined in the CCPA) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

### **Access to Specific Information and Data Portability Rights**

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

### **Deletion Request Rights**

You have the right to request that Stewart delete any of your personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.

4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 seq.)
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

### **Your Rights Under CPRA**

CPRA expands upon your consumer rights and protections offered by the CCPA. This section describes your CPRA rights and explains how to exercise those rights.

### **Opt-Out of Information Sharing and Selling**

Stewart does not share or sell information to third parties, as the terms are defined under the CCPA and CPRA. Stewart only shares your personal information as commercially necessary and in accordance with this CCPA & CPRA Notice.

### **Correction of Inaccurate Information**

You have the right to request that Stewart correct any inaccurate information maintained about.

### **Limit the Use of Sensitive Personal Information**

You have the right to limit how your sensitive personal information, as defined in the CCPA and CPRA is disclosed or shared with third parties.

### **Exercising Your Rights Under CCPA and CPRA**

To exercise the access, data portability, deletion, opt-out, correction, or limitation rights described above, please submit a verifiable consumer request to us by the available means provided below:

1. Calling us Toll Free at 1-866-571-9270
2. Emailing us at [Privacyrequest@stewart.com](mailto:Privacyrequest@stewart.com); or
3. Visiting <http://stewart.com/ccpa>.

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child, if applicable.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

### **Response Timing and Format**

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

### **Non-Discrimination**

Stewart will not discriminate against you for exercising any of your CCPA and CPRA rights. Unless permitted by the CCPA or CPRA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

### **Record Retention**

Your personal information will not be kept for longer than is necessary for the business purpose for which it is collected and processed. We will retain your personal information and records based on established record retention policies pursuant to California law and in compliance with all federal and state retention obligations. Additionally, we will retain your personal information to comply with applicable laws, regulations, and legal processes (such as responding to subpoenas or court orders), and to respond to legal claims, resolve disputes, and comply with legal or regulatory recordkeeping requirements

### **Changes to This CCPRA & CPRA Notice**

Stewart reserves the right to amend this CCPA & CPRA Notice at our discretion and at any time. When we make changes to this CCPA & CPRA Notice, we will post the updated Notice on Stewart's website and update the Notice's effective date.

### **Link to Privacy Notice**

Stewart's Privacy Notice can be found on our website at <https://www.stewart.com/en/privacy.html>.

### **Contact Information**

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described herein, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

**Phone:** Toll Free at 1-866-571-9270

**Website:** <http://stewart.com/ccpa>

**Email:** [Privacyrequest@stewart.com](mailto:Privacyrequest@stewart.com)

**Postal Address:** Stewart Information Services Corporation  
Attn: Mary Thomas, Chief Compliance and Regulatory Officer  
1360 Post Oak Blvd., Ste. 100, MC #14-1  
Houston, TX 77056