



**City of Ketchum  
Planning & Building**

OFFICIAL USE ONLY	
File Number:	P24-006
Date Received:	1/25/24
By:	HLN
Fee Paid:	\$1700
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 5<sup>th</sup> St. W. Ketchum, ID If you have questions, please contact the Planning and Building Department at (208) 726-7801. To view the Development Standards, visit the City website at: [www.ketchumidaho.org](http://www.ketchumidaho.org) and click on Municipal Code. You will be contacted and invoiced once your application package is complete.

OWNER INFORMATION	
Owner Name: 220 Lava Street LLC	
Mailing Address: 131 E 95th Street, New York, NY 10128	
Phone: 917-968-5940	
Email: gcbiddle@gmail.com	
PROJECT INFORMATION	
Name of Proposed Plat: Lot 1A, Block 1, Lava Street Subdivision	
Representative of Owner: Galena-Benchmark Engineering	
Phone: 208-788-1705	
Mailing Address: PO Box 733, Ketchum Idaho 83340	
Email: Dave@galena-benchmark.com	
Legal Land Description: Lava street Subdivision, block 1, Lot 1A	
Project Address: 220 Lava street Ketchum Idaho	
Number of Lots: 1	Number of Units: 1
Total Land Area in Square Feet: 429755.10	Current Zoning District: CITY
Overlay District: <input type="checkbox"/> Flood <input type="checkbox"/> Mountain <input checked="" type="checkbox"/> Avalanche	
Easements to be Dedicated on the Final Plat (Describe Briefly): All existing easements are remaining. Easement contained in note E5 to be relocated	
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

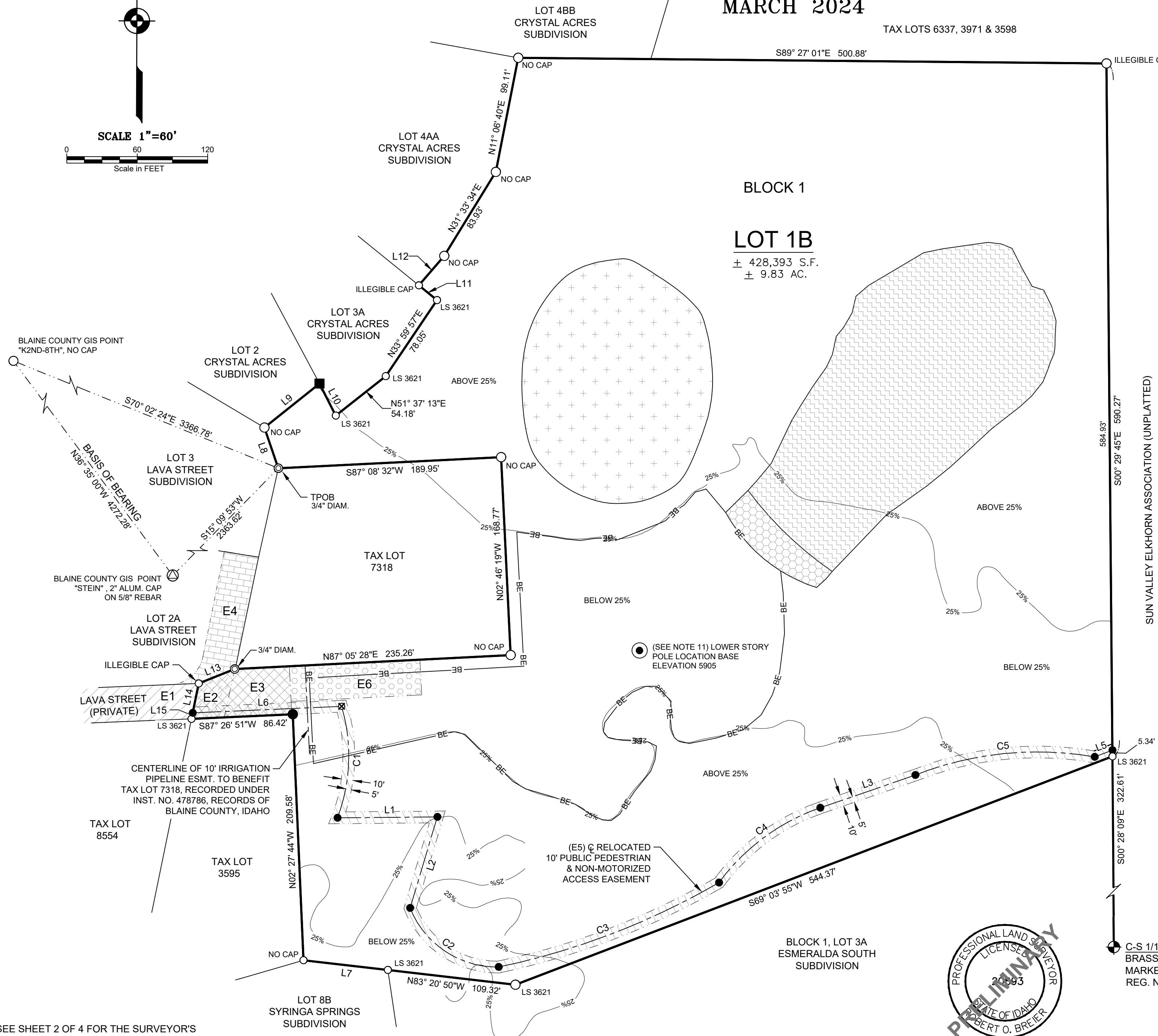
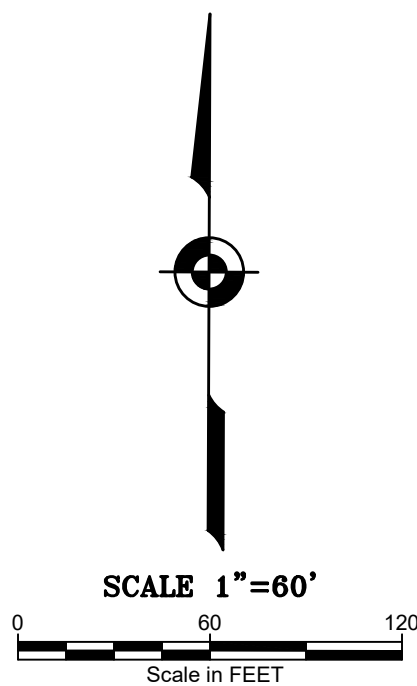
1/16/24  
 \_\_\_\_\_  
 Date

A RE-PLAT SHOWING:  
**LAVA STREET SUBDIVISION: BLOCK 1, LOT 1B**  
 WHEREIN THE PEDESTRIAN EASEMENT E5 IS RELOCATED AND THE BUILDING ENVELOPE IS AMENDED  
 TO REMOVE PORTIONS WITHIN THE AVALANCHE HAZARD AREA.

LOCATED WITHIN SECTION 18, T.4N., R.18E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO

MARCH 2024

TAX LOTS 6337, 3971 & 3598



**LEGEND**

- FOUND ALUMINUM CAP (AS NOTED)
- FOUND BRASS CAP (AS NOTED)
- FOUND 5/8" REBAR (AS NOTED)
- FOUND 1/2" REBAR (AS NOTED)
- FOUND IRON PIPE (AS NOTED)
- SET 5/8" REBAR MARKED "PLS 20893"
- SET 1/2" REBAR MARKED "EASEMENT PLS 20893"
- SET MAGNAIL AND WASHER MARKED "PLS 20893"
- SET A BRASS MARKER MARKED "PLS 20893"
- 25 PERCENT SLOPE LINE
- BUILDING ENVELOPE
- BLAINE COUNTY G.I.S. SURVEY TIE
- EASEMENT (TYPE AND WIDTH AS SHOWN)
- CENTERLINE EASEMENT E5
- BLUE AVALANCHE ZONE, PER XCELL ENGINEERING STUDY (2017)
- RED AVALANCHE ZONE, PER XCELL ENGINEERING STUDY (2017)
- BLUE AVALANCHE ZONE, PER MEARS STUDY
- E1 ACCESS EASEMENT, SEE NOTE 1
- E2 ACCESS EASEMENT, SEE NOTE 2
- E3 ACCESS EASEMENT, SEE NOTE 3
- E4 ACCESS EASEMENT, SEE NOTE 4
- RELOCATED E5 PEDESTRIAN EASEMENT, SEE NOTE 5
- E6 ACCESS EASEMENT TO BENEFIT TAX LOT 7318, RECORDED UNDER INSTRUMENT NO. 478787, RECORDS OF BLAINE COUNTY IDAHO
- STORY POLE LOCATION (NOTE 11)

**HEALTH CERTIFICATE**

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE TITLE 50, CHAPTER 13, HAVE BEEN SATISFIED. SANITARY RESTRICTIONS MAY BE REIMPOSED, IN ACCORDANCE WITH IDAHO CODE TITLE 50, CHAPTER 13, SECTION 50-1326, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.

DATED: \_\_\_\_\_

SOUTH CENTRAL PUBLIC HEALTH DISTRICT, REHS

RE-PLAT SHOWING  
 LOT 1B, BLOCK 1,  
 LAVA STREET SUBDIVISION

GALENA-BENCHMARK ENGINEERING  
 KETCHUM, IDAHO

SHEET 1 OF 4  
 Job No. 23335



# A RE-PLAT SHOWING LAVA STREET SUBDIVISION: BLOCK 1, LOT 1B

## NOTES

1. E1 - LOTS 1B, 2A, & 3, TL 3595, & TL 7318 HAVE AN EASEMENT FOR INGRESS & EGRESS OVER LAVA STREET, AS RECOGNIZED BY INSTRUMENT NO. 99644, AND AS ILLUSTRATED ON THIS PLAT.
2. E2 - LOTS 2A, 3, TL 7318 & TL 3595 HAVE AN EASEMENT FOR INGRESS, EGRESS & UTILITIES ACROSS LAVA STREET SUBDIVISION, LOT 1B, AS ILLUSTRATED ON THIS PLAT.
3. E3 - TL 3595 & TL 7318 HAVE AN INGRESS, EGRESS & UTILITY EASEMENT AS RECORDED UNDER INSTRUMENT NO. 415669 AND AS ILLUSTRATED ON THIS PLAT.
4. E4 - LOT 3 AND TL 7318 HAVE AN EASEMENT FOR INGRESS, EGRESS & UTILITIES ACROSS LAVA STREET SUBDIVISION, LOT 2A, AS ILLUSTRATED ON THIS PLAT.
5. E5 - A 10 FOOT WIDE PUBLIC PEDESTRIAN AND NON-MOTORIZED ACCESS EASEMENT IS RESERVED AS ILLUSTRATED ON THIS PLAT, FOR ACCESS THROUGH LAVA STREET SUBDIVISION FROM LAVA STREET TO SUN VALLEY COMPANY LAND (UNPLATTED).
6. A RIGHT-OF-WAY AND BLANKET EASEMENT FOR IDAHO POWER CO. FOR THE ERECTION, CONTINUED OPERATION, AND MAINTENANCE OF ELECTRICAL AND TELEPHONE LINES IS RECOGNIZED UNDER INSTRUMENT NO. 118354.
7. THE ENTIRE SUBDIVISION IS ZONED LIMITED RESIDENTIAL AND MOUNTAIN OVERLAY. ALL LOT OWNERS ARE REQUIRED TO OBTAIN APPROVAL FROM THE CITY OF KETCHUM FOR ANY DEVELOPMENT INCLUDING DRIVEWAYS AND STRUCTURES. ALL LOT OWNERS SHALL OBTAIN MOUNTAIN OVERLAY DESIGN REVIEW APPROVAL BEFORE ISSUANCE OF A BUILDING PERMIT. PLATTED BUILDING ENVELOPES DO NOT GUARANTEE THE LOCATION OF A BUILDING OR DRIVEWAY.
8. LOT 1B CONTAINS AREAS THAT HAVE BEEN DEFINED AS RED AND BLUE AVALANCHE ZONES. SEE PLAT NOTE 10 BELOW.
9. ALL KETCHUM BUILDING, WATER, WASTEWATER, AND FIRE DEPARTMENT REQUIREMENTS SHALL BE MET.
10. THE AVALANCHE DANGER AREAS THAT ARE DESIGNATED ON THIS PLAT ARE CONSIDERED BY THE OWNER, CITY OF KETCHUM, AND GALENA BENCHMARK ENGINEERING. AS REASONABLE FOR REGULATORY PURPOSES. HOWEVER, NEITHER THE OWNER, CITY OF KETCHUM, NOR GALENA ENGINEERING, INC. REPRESENTS, GUARANTEES, WARRANTS, OR IMPLIES THE AREAS NEARBY THE DESIGNATED AVALANCHE DANGER AREA ARE SAFE AND FREE OF AVALANCHE DANGER. A COPY OF THE STUDY BY ARTHUR I. MEARS, P.E., INC., NOVEMBER 24, 1982 IS ON FILE IN THE CITY OF KETCHUM PLANNING & ZONING OFFICE. A COPY OF THE STUDY BY XCELL ENGINEERING, LLC DATED NOVEMBER 9, 2017 IS ON FILE IN THE CITY OF KETCHUM PLANNING & ZONING OFFICE.
11. THE MAXIMUM BUILDING HEIGHT FOR THAT PORTION OF BUILDING ON LOT 1B WHICH IS VISIBLE FROM THE CENTERLINE INTERSECTION OF EAST AVENUE AND FOURTH STREET SHALL NOT EXCEED AN ELEVATION OF 5921 FEET (OR 16 FEET ABOVE THE BASE OF THE LOWER STORY POLE LOCATION AS IDENTIFIED ON THE PLAT), OR AS DETERMINED BY MOUNTAIN OVERLAY DESIGN REVIEW. STORY POLE SHOWN ON PLAT IS TO SHOW LOCATION ONLY, ACTUAL STORY POLE WILL NEED TO BE RESET IN FIELD IF REQUIRED FOR DESIGN REVIEW.
12. IN THE EVENT THAT ANY PORTION OF THE LOT 1B BUILDING IS VISIBLE FROM THE CENTERLINE INTERSECTION OF EAST AVENUE AND FOURTH STREET LANDSCAPING SHALL BE INSTALLED TO MINIMIZE VISIBILITY PURSUANT TO KETCHUM MOUNTAIN OVERLAY DESIGN REVIEW.
13. THE MAXIMUM BUILDING SQUARE FOOTAGE FOR LOT 1B SHALL BE NO LARGER THAN 12,000 SQUARE FEET. THE MAXIMUM BUILDING FOOTPRINT SHALL BE NO LARGER THAN 8,000 SQUARE FEET.
14. THE MAXIMUM BUILDING HEIGHT FOR ANY PORTION OF LOT 1B NOT VISIBLE FROM THE CENTERLINE INTERSECTION OF EAST AVENUE AND FOURTH STREET SHALL NOT EXCEED 25 FEET ABOVE EXISTING GRADE, AND/OR ELEVATION 5950 FEET, AT THE HIGHEST POINT OF THE BUILDING ENVELOPE, OR AS DETERMINED BY KETCHUM MOUNTAIN OVERLAY DESIGN REVIEW.
15. THE LOT 1B BUILDING HEIGHT FOR ANY PORTION OF THE BUILDING BELOW 5921 FEET SHALL BE SUBJECT TO KETCHUM MOUNTAIN OVERLAY DESIGN REVIEW.
16. ANY PORTION OF THE LOT 1B DRIVEWAY EXTENDING BEYOND THE HAMMERHEAD TURNAROUND AND EXCEEDING 10% IN GRADE SHALL BE HEATED PER KETCHUM FIRE CHIEF.
17. A 30 FOOT WIDE ACCESS/UTILITY EASEMENT IS GRANTED ALONG THE CENTERLINE OF LAVA STREET FOR KETCHUM WATER & SEWER DEPARTMENT. HOMEOWNERS SHALL BE RESPONSIBLE FOR ANY REPAIRS TO SEWER AND WATER UTILITIES.
18. BUILDING MATERIALS AND COLORS MAY BE REQUIRED TO BE NATURAL TO MEET THE STANDARDS OF KETCHUM MOUNTAIN OVERLAY DESIGN REVIEW.
19. EACH LOT SHALL CONTROL SITE DRAINAGE TO NOT DEPOSIT EXCESS RUNOFF ONTO LAVA STREET, LEADVILLE AVENUE OR OTHER LOTS ADJACENT TO AND WITHIN THE SUBDIVISION.
20. LOT 1B SHALL NOT BE FURTHER SUBDIVIDED.

## SURVEYOR'S NARRATIVE

1. THE PURPOSE OF THIS SURVEY IS TO RELOCATE THE PEDESTRIAN EASEMENT E5, AMEND THE BUILDING ENVELOPE AND TO SHOW MONUMENTS FOUND AND SET DURING A BOUNDARY RETRACEMENT OF LAVA STREET SUBDIVISION, BLOCK 1, LOT 1A. ALL FOUND MONUMENTS WERE ACCEPTED AS EITHER ORIGINAL CORNERS, OR REPLACEMENTS OF ORIGINAL CORNERS. SET MONUMENTS WERE ESTABLISHED BY HOLDING RECORD DISTANCES BETWEEN FOUND MONUMENTS.
2. DOCUMENTS USED IN THE COURSE OF THIS PLAT:
  - A. RECORD OF SURVEY FOR TAX LOTS 4502(7318), 4502A(7317) AND 2632(7318), OCTOBER, 1996 INSTRUMENT NO. 386101.
  - B. PLAT OF LAVA STREET SUBDIVISION, INSTRUMENT NO. 449159.
  - C. PLAT OF LOT 1A, BLOCK 1, LAVA STREET SUBDIVISION, INSTRUMENT NO. 514111.
  - D. LOT LINE SHIFT PLAT OF ESMERALDA SUBDIVISION, INSTRUMENT NO. 386969.
3. AN ELEVATION DATUM IS NOT SHOWN ON THE ORIGINAL PLAT OF LAVA STREET SUBDIVISION, INSTRUMENT NO. 449159 AND THE PLAT OF LOT 1A, BLOCK 1 LAVA STREET SUBDIVISION, INSTRUMENT NO. 514111, RECORDS OF BLAINE COUNTY, IDAHO. NOTES 12, 15 AND 16 ARE PER SAID PLATS. THE DATUM USED TO ESTABLISH THE ELEVATIONS IN SAID PLAT NOTES IS UNCLEAR TO THE SURVEYOR.
4. THE DISTANCES SHOWN ARE MEASURED. REFER TO ABOVE REFERENCED DOCUMENTS FOR RECORD DIMENSIONS.
5. EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS MAP, THIS SURVEY DOES NOT PURPORT TO REFLECT ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT OF REAL PROPERTY: EASEMENTS, OTHER THAN THOSE SHOWN OR LISTED HEREON, BUILDING SETBACK LINES, RESTRICTIVE COVENANTS, SUBDIVISION RESTRICTIONS, ZONING, WETLANDS, AVALANCHE ZONES/POTENTIAL, FLOOD PLAIN INFORMATION, RIPARIAN, RIVERINE OR ANY OTHER LAND-USE REGULATIONS OR HAZARDS, DEED RESTRICTIONS AND EXCEPTIONS CONTAINED WITHIN A CURRENT TITLE POLICY.

Line Table		
Line #	Length	Direction
L1	85.04'	N89°30'04"E
L2	80.98'	S16°38'19"W
L3	85.63'	N70°59'01"E
L5	16.19'	N69°03'55"E
L6	126.96'	N87°26'51"E
L7	72.34'	N83°24'46"W
L8	36.62'	N18°45'34"W
L9	60.04'	N51°21'29"E
L10	30.61'	S26°58'09"E
L11	19.84'	N50°48'09"W
L12	33.09'	N40°41'20"E
L13	33.01'	N68°13'09"E
L14	25.62'	N11°34'42"E
L15	5.16'	N11°34'42"E

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	96.76'	148.12'	37°25'44"	S2° 08' 32"W	95.05'
C2	96.33'	79.88'	69°05'43"	S56° 20' 01"E	90.60'
C3	201.67'	630.87'	18°18'56"	N69° 02' 10"E	200.81'
C4	108.99'	179.47'	34°47'38"	N53° 32' 58"E	107.32'
C5	155.41'	282.83'	31°28'56"	S84° 14' 28"W	153.46'



RE-PLAT SHOWING  
LOT 1B, BLOCK 1,  
LAVA STREET SUBDIVISION

GALENA-BENCHMARK ENGINEERING  
KETCHUM, IDAHO

SHEET 2 OF 4  
Job No. 23335

**CERTIFICATE OF OWNERSHIP**

This is to certify that 220 LAVA STREET LLC, an Idaho limited liability company is the owner in fee simple of the following described Real Property:

A parcel of land located within Section 18, T.4N., R.18E., B.M., City of Ketchum, Blaine County, Idaho, more particularly described as follows:

Lot 1A, Block 1 of LOT 1A, BLOCK 1, LAVA STREET SUBDIVISION, according to the official plat thereof, recorded as Instrument No. 514111, records of Blaine County, Idaho.

Owners grant to the public, an easement for pedestrian and non-motorized access, as identified on the foregoing plat as E5. All other 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.

Pursuant to Idaho Code 50-1334, the undersigned, as owner does hereby certify that the lot 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 the lot shown on this plat.

The undersigned hereby certify, to the extent required, the notification and/or approval of the foregoing plat by any holders of recorded security interest in and to the real property described above.

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

220 LAVA STREET LLC, an Idaho limited liability company

BY: \_\_\_\_\_

PRINTED: \_\_\_\_\_

ITS: \_\_\_\_\_

**ACKNOWLEDGMENT**

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

On this \_\_\_\_ day of \_\_\_\_\_, 2024, before me, a Notary Public in and for said State, personally appeared \_\_\_\_\_, known or identified to me to be the \_\_\_\_\_ of the limited liability company that executed the foregoing instrument, and acknowledged to me that such limited liability company 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 \_\_\_\_\_

RE-PLAT SHOWING  
LOT 1B, BLOCK 1,  
LAVA STREET SUBDIVISION

GALENA-BENCHMARK ENGINEERING  
KETCHUM, IDAHO

SHEET 3 OF 4  
Job No. 23335

**KETCHUM CITY COUNCIL’S 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

**KETCHUM CITY ENGINEER’S 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

**KETCHUM CITY PLANNER’S 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.

By: \_\_\_\_\_  
City Planner

**SURVEYOR’S CERTIFICATE**

This is to certify that I, Robert O. Breier, a duly Registered Professional Land Surveyor in the State of Idaho, do hereby certify that this is a true and accurate map of the land surveyed under my direct supervision and that it is in accordance with the Idaho State Code relating to plats & surveys.

\_\_\_\_\_  
Robert O. Breier, PLS 20893



**BLAINE COUNTY SURVEYOR’S APPROVAL**

I, the undersigned, 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, County Surveyor

\_\_\_\_\_  
Date

**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.

\_\_\_\_\_  
Blaine County Treasurer

\_\_\_\_\_  
Date

**BLAINE COUNTY RECORDER’S CERTIFICATE**

RE-PLAT SHOWING  
LOT 1B, BLOCK 1,  
LAVA STREET SUBDIVISION

GALENA-BENCHMARK ENGINEERING  
KETCHUM, IDAHO

SHEET 4 OF 4  
Job No. 23335



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. 635729 /TG

**Instrument # 649257**

HAILEY, BLAINE, IDAHO  
01-10-2018 12:09:57 PM No. of Pages: 2  
Recorded for: PIONEER TITLE COMPANY OF BLAINE COU  
JOLYNN DRAGE Fee: \$15.00  
Ex-Officio Recorder Deputy: JB  
Electronically Recorded by Simplifile

## WARRANTY DEED

For Value Received and as a part of an IRC 1031 tax deferred exchange, as relinquished property Parker Gulch L.L.C., an Idaho limited liability company as to an undivided 50% interest; Cindy Curtis, a married woman as her sole and separate property, who acquired title as a single woman, Sandy Hall, a married woman as her sole and separate property, and Scott Curtis, a married man as his sole and separate property, each as to an undivided 16 and 2/3% interest

hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

220 Lava Street LLC, an Idaho Limited Liability Company

hereinafter referred to as Grantee, whose current address is 131 East 95th St. New York, NY 10128

The following described premises, to-wit:

Lot 1A of Block 1, of Lava Street Subdivision Lot 1A Block 1, according to the plat thereof, filed as Instrument No. 514111, records of Blaine County, Idaho.

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: January 2, 2018

Parker Gulch LLC

BY: Scott Curtis, Managing Member





**CLTA GUARANTEE**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY  
A CORPORATION, HEREIN CALLED THE COMPANY

**SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE, AND SUBJECT TO THE FURTHER EXCLUSION AND LIMITATION THAT NO GUARANTEE IS GIVEN NOR LIABILITY ASSUMED WITH RESPECT TO THE IDENTITY OF ANY PARTY NAMED OR REFERRED TO IN SCHEDULE A OR WITH RESPECT TO THE VALIDITY, LEGAL EFFECT OR PRIORITY OF ANY MATTER SHOWN THEREIN.**

**GUARANTEES**

the Assured named in Schedule A against actual monetary loss or damage not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

**Dated: December 4, 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



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

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

\_\_\_\_\_  
TitleOne  
Company Name

\_\_\_\_\_  
271 1st Ave North  
PO Box 2365  
Ketchum, ID 83340  
\_\_\_\_\_  
City, State

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.** 23490249  
**State:** ID  
**County:** Blaine

<u>Guarantee No.</u>	<u>Liability</u>	<u>Date of Guarantee</u>	<u>Fee</u>
G-2222-000090125	\$1,000.00	December 4, 2023 at 7:30 a.m.	\$140.00

**Name of Assured:**  
Gelena-Benchmark Engineering PLLC

The assurances referred to on the face page hereof are:

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

Lot 1A, Block 1 of LOT 1A, BLOCK 1, LAVA STREET SUBDIVISION, BLAINE COUNTY, IDAHO, according to the official plat thereof, recorded as Instrument No. 514111, records of Blaine County, Idaho.

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

Deed Type: Warranty Deed

Grantors: Parker Gulch L.L.C., an Idaho limited liability company as to an undivided 50% interest; Cindy Curtis, a married woman as her sole and separate property, who acquired title as a single woman, Sandy Hall, a married woman as her sole and separate property, and Scott Curtis, a married man as his sole and separate property, each as to an undivided 16 and 2/3% interest

Grantees: 220 Lava Street LLC, an Idaho limited liability company

Recorded Date: January 10, 2018

Instrument: 649257

[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:

220 Lava St, Ketchum, ID 83340

2. Taxes, including any assessments collected therewith, for the year 2023 which are due and payable, but not delinquent.

Parcel Number: [RPK0473000001A](#)

Original Amount: \$14,187.30

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

4. Easements, reservations, restrictions, and dedications as shown on the official plat of Esmeralda Subdivision.
5. Easements, reservations, restrictions, and dedications as shown on the official plat of Lava Street Subdivision.
6. Easements, reservations, restrictions, and dedications as shown on the official plat of [Lot 1A, Block 1, Lava Street Subdivision](#).
7. Reservations and exceptions in a United States Patent, and in the act authorizing the issuance thereof, recorded June 9, 1934 as Instrument No. [71042](#).
8. Right of way for ditches, tunnels, telephone, and distribution lines constructed by authority of the United States, as granted to the United States under the provisions of Section 58-604 Idaho Code.
9. An easement for the purpose shown below and rights incidental thereto as set forth in a Warranty Deed.  
Granted to: Robert Royal McDonald and Frances McDonald and Mazie M. Milford  
Purpose: Easement to allow ingress and egress over Lava Street  
Recorded: August 27, 1951  
Instrument No.: [99644](#)
10. An easement for the purpose shown below and rights incidental thereto as set forth in a document.  
Granted to: Idaho Power Company  
Purpose: Public Utilities  
Recorded: March 21, 1963  
Instrument No.: [118354](#)
11. All matters, and any rights, easements, interests or claims as disclosed by an Alta Survey of the Ball Property recorded November 28, 1978 as Instrument No. [189033](#).
12. Reservations and/or exceptions as contained in a Warranty Deed, executed by James W. Ball and Edna Joyce Ball, husband and wife, Leslie Joyce Ball, Phillip James Ball and Lindsey Ann Ball.  
Recorded: December 15, 1978  
Instrument No.: [189638](#)  
Purpose: Restrictions Deed Subject To
13. Reservations and/or exceptions as contained in a Warranty Deed, executed by L.A.M. Enterprises, a partnership.  
Recorded: December 15, 1978  
Instrument No.: [189644](#)  
Purpose: Restrictions Warranty Deed Subject To
14. Terms, conditions, easements and, obligations, if any, contained in a Settlement Agreement by and between Carl Curtis, Jeanne Franks, The Vinagre Trust, by and through Gary E. and Linda M. Vinagre, Trustees; Robert and Marjolaine Renfro; William G. and Susan Pollock; Thomas H. "Bud" and Rita Ann Heaney; John T. and Jerry Ann Heaney; William H. and Ann S. Vanderbilt; Richard O. Dalgren and Julie Slocum Dalgren; Kathy Jeanne Harrah; Reli Louise Haemmerle; Fritz Xavier Haemmerle; Wilma Pace; Pamela Jean Rayborn; John D. Pace; Stella A.M. Keane; Carl E. and Susan Ley; Judy L. Demetre and the Estate of George B. Saviers, deceased, by and through its personal representative, Bob Stevens and the City of Ketchum.  
Recorded: July 15, 1997  
Instrument No: [403847](#)
15. Terms, conditions, easements and, obligations, if any, contained in an Easement Agreement by and between Carl Curtis, Jeanne Franks, The Vinagre Trust, by and through Gary E. and Linda M. Vinagre, Trustees; Robert and Marjolaine Renfro; William G. and Susan Pollock; Thomas H. "Bud" and Rita Ann Heaney; John T. and Jerry Ann Heaney; William H. and Ann S. Vanderbilt; Richard O. Dalgren and Julie Slocum Dalgren; Kathy Jeanne Harrah; Reli Louise Haemmerle; Fritz Xavier Haemmerle; Wilma Pace; Pamela Jean Rayborn; John D. Pace; Stella A.M. Keane; Carl E. and Susan Ley; Judy L. Demetre and the Estate of George B. Saviers, deceased, by and through its personal representative, Bob Stevens and the City of Ketchum.  
Recorded: December 5, 1997  
Instrument No: [408688](#)
16. An easement for the purpose shown below and rights incidental thereto as set forth in a Grant of Easement.  
Granted to: Matthew J. Aho and Carolyn Hubacnek Aho  
Purpose: Perpetual easement for ingress and egress; Utilities  
Recorded: June 19, 1998  
Instrument No.: [415669](#)

17. A Judgment as to Lava Street:

Plaintiff: Matthew J. Aho, a single man and Carolyn Hubachek Aho, a single woman

Defendant: Carl Curtis, an individual, and the heirs devisees, successors and assigns of Fred A. Picard, Andree Picard, Robert Royal McDonald, Frances McDonald and Maizie M. Milford, and all known and unknown claimants, their heirs, successors and assigns

Recorded: June 19, 1998

Instrument No.: [415670](#) and [415671](#)

Corrected by an Order Correcting Omission in Judgment

Recorded: April 19, 1999

Instrument No.: [426343](#)

18. Terms, conditions, easements and, obligations, if any, contained in a Grant of Irrigation Pipeline Easement by and between Susan Mathes, an unmarried woman and Carl Curtis, a married man as his sole and separate property, Cindy Curtis, an unmarried woman, Sandy Hall, a married woman, as her sole and separate property and Scott Curtis, a married man as his sole and separate property.

Recorded: February 19, 2003

Instrument No.: [478786](#)

19. Terms, conditions, easements and, obligations, if any, contained in a Grant of Access Easement by and between Susan Mathes, an unmarried woman and Carl Curtis, a married man as his sole and separate property, Cindy Curtis, an unmarried woman, Sandy Hall, a married woman, as her sole and separate property and Scott Curtis, a married man as his sole and separate property.

Recorded: February 19, 2003

Instrument No.: [478787](#)

20. Terms, conditions, easements and, obligations, if any, contained in a Road Maintenance Agreement by and between Scott Curtis, Cindy Curtis, Sandy Hall and Parker Gulch, L.L.C., an Idaho limited liability company and Craig Smithson.

Recorded: April 29, 2010

Instrument No.: [577127](#)

**Sun Valley Title**

**By:**

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

**Nick Busdon, Authorized Signatory**

File No. 23490249

**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-2222-000090125

**Name of Assured:** Gelena-Benchmark Engineering PLLC

**Date of Guarantee:** December 4, 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:

220 Lava Street LLC, an Idaho limited liability company

Sun Valley Title

By:



Nick Busdon, Authorized Signatory

File No. 23490249

SCHEDULE B

Exceptions:

NONE