



City of Ketchum
Planning & Building

Application to Alter or Demolish a Historic Structure*

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

OFFICIAL USE ONLY
File Number: P25-049
Date Received: 10/29/25
By: GB
Review Fee Paid: \$2300
Approved Date:
Denied Date:
By:
ADRE: Yes <input type="checkbox"/> No <input type="checkbox"/>

Submit completed application and documentation to planningandbuilding@ketchumidaho.org Or hand deliver to Ketchum City Hall, 191 5th St. W. Ketchum, ID. If you have questions, please contact the Planning and Building Department at (208) 726-7801. To view the Development Standards, visit the City website at: www.ketchumidaho.org and click on Municipal Code. You will be contacted and invoiced once your application package is complete.

APPLICANT INFORMATION

Project Name: Pioneer Saloon Facade Update	Phone: (208) 720-7662
Owner: Pioneer Saloon, Inc	Mailing Address:
Email: Duffwitmer@yahoo.com	PO Box 986, Ketchum, ID 83340
Architect/Representative: Howland Architecture Studio, Inc	Phone: (208) 721-8246
Email: Thomas@howlandarchitecture.com	Mailing Address:
Architect License Number: AR-987250	307 E Spruce St, Hailey, ID 83333
Engineer of Record:	Phone:
Email:	Mailing Address:
Engineer License Number:	

All plans and drawings for public commercial projects, residential buildings containing more than four (4) dwelling units and development projects containing more than four (4) dwelling units shall be prepared by an Idaho licensed architect or an Idaho licensed engineer.

PROJECT INFORMATION

Legal Land Description: Ketchum Lot S 25' of 2 BLK 4	
RPK (Parcel) Number: RPK0000004002A	
Street Address: 320 N Main St, Ketchum, ID 83340	
Lot Area (Square Feet): 2498.66 sf	
Zoning District: Community Core	
Overlay District:	<input type="checkbox"/> Floodplain <input type="checkbox"/> Avalanche <input type="checkbox"/> Mountain Overlay
Type of Construction:	<input type="checkbox"/> Addition <input checked="" type="checkbox"/> Remodel <input type="checkbox"/> Demolition <input type="checkbox"/> Other
Anticipated Use:	Number of Residential Units: N/A
Restaurant- No Change	Gross Square Feet of Commercial Space: 2484 SF

TOTAL FLOOR AREA

	Proposed	Existing
Basements	Sq. Ft.	Sq. Ft.
1 st Floor	Sq. Ft.	Sq. Ft.
2 nd Floor	Sq. Ft.	Sq. Ft.
3 rd Floor	Sq. Ft.	Sq. Ft.
Mezzanine	Sq. Ft.	Sq. Ft.
Total	Sq. Ft.	Sq. Ft.

INFORMATION ON PROPOSED REPLACEMENT PROJECT

FLOOR AREA RATIO

Community Core (Existing): 99%	Tourist (Existing):	General Residential-High (Existing):
Community Core (Proposed):	Tourist (Proposed):	General Residential-High (Proposed):

BUILDING COVERAGE/OPEN SPACE (all other zone districts)

Percent of Building Coverage (existing): 99%

Percent of Building Coverage (proposed): No Change

SETBACKS AND BUILDING HEIGHT

Front (Existing): N/A

Side (Existing): N/A

Side (Existing): N/A

Rear (Existing): N/A

Front (Proposed): N/A

Side (Proposed): N/A

Side (Proposed): N/A

Rear (Proposed): N/A

Building Height (Existing) 20' 8"

Building Height (Proposed): 20' 8" No Change

OFF STREET PARKING

Parking Spaces Provided: N/A

Curb Cut: Sq. Ft. %

WATER SYSTEM☐ Municipal Service☐ Ketchum Spring Water

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



Representative

8/26/2025

Signature of Owner/Representative

Date

ALTERATION OR DEMOLITION REVIEW EVALUATION STANDARDS

Pursuant to Chapter 17.20 Historic Preservation in the City of Ketchum Municipal Code:

The HPC may approve, approve with conditions, or deny a Request for Demolition or Alteration application based on the following criteria:

1. Is the structure of historic or architectural value or significance and does it contribute to the historic significance of the property within the Community Core.
2. Would the loss, alteration of, or addition to, the structure adversely affects the historic integrity of the structure, impact the significance of the structure within the Community Core, impact the architectural or aesthetic relationship to adjacent properties, or conflict with the Comprehensive Plan.
3. Does the structure retain the requisite integrity to convey its historic and/or architectural significance.
4. Does the proposed demolition or alteration adversely affect the historic significance or architectural distinction of the structure or the Community Core.

Appropriate alterations might include but are not limited to:

1. Changes to the building's interior that are not visible from a public street, alley, park, or other public place.
2. Changes to internal building systems that will not adversely affect the external appearance of the building.
3. The erection or removal of temporary improvements.
4. Adaptive reuse consistent with the Secretary of the Interior's Standards for Rehabilitation and Idaho Code Title 67-4618.

The HPC shall consider the unique circumstances of each proposed demolition or alteration. Approval of each individual Demolition or Alteration application is unique to that property and does not constitute a precedent for other properties.

ALTERATION OR DEMOLITION APPLICATION CERTIFICATION OF COMPLETENESS

Project Name: Pioneer Saloon Facade Remodel	Reviewed by:
Date:	Time:

REQUIRED DOCUMENTS TO BE SUBMITTED WITH APPLICATION

- ☒ Application Form: Alteration or demolition application form including project name, location, applicant, owner, project representatives and contact information completed and signed.
- ☒ Warranty Deed demonstrating current property ownership.
- ☒ Title Report reflecting current property ownership and encumbrances. For all applications requesting a full demolition, a full chain of title from original patent is required.
- ☒ Color photographs measuring at least four inches by six inches (4" x 6") of all elevations of the building at the time of permit submittal. All photographs must be date-stamped.
- ☒ Historical photograph(s) (including dates), black and white or color, of the building or site, if feasible. Photos obtained from a historical collection (i.e., Community Library Regional History Department) should include works cited or source references.
- ☒ Overview of known history of the building based on best available information from historical archives, media archives, or individual accounts.
- ☒ Written narrative and supportive graphic imagery justifying how the demolition or alteration may or may not meet the criteria outlined below. Please be as thorough as possible in responding to each criterion.
 - Is the structure of historic or architectural value or significance and does it contribute to the historic significance of the property within the community core?
 - Would the loss, alteration of, or addition to, the structure adversely affects the historic integrity of the structure, impact the significance of the structure within the community core, impact the architectural or aesthetic relationship to adjacent properties, or conflict with the Comprehensive Plan?
 - Does the structure retain the requisite integrity to convey its historic and/or architectural significance?
 - Does the proposed demolition or alteration adversely affect the historical significance or architectural distinction of the structure or the community core?
- ☒ One (1) PDF electronic set of the complete application containing all requirements as listed below, plans to alter the building, or plans for the replacement project appropriately scaled, shall be submitted, and shall include the following:
 - ☒ Vicinity map, to scale, showing the project location in relationship to neighboring buildings and the surrounding area.
Note: a vicinity map must show the location of adjacent buildings and structures.
 - N/A ☐ Site Improvements Survey
 - ☒ Site plan. To scale, showing the existing building, proposed alterations or additions or the proposed replacement plan. List square footage of subject property including lot dimensions.
 - N/A ☐ Landscape plan. Existing landscaping on the site shown and adjacent right-of-way as retained, relocated or removed; proposed landscaping including species type, size and quantity.

- N/A ☐ Floor plan. Show the floor plan for the existing building and the floor plan for any modification or addition to the structure. List gross and net square footage for each floor. List occupancy classification and type of construction.
- ☒ Elevations. Detailed elevations of all sides of the building and proposed alterations and other exterior elements (colors, materials).
- ☒ One (1) 11" x 17" materials and colors sample board showing all exterior materials used on the façade of the structure. A digital copy may be sufficient as approved by the Administrator.
- ☒ Exterior lighting plan and exterior lighting form (below), pursuant to chapter 17.132, showing location, height, type, and lumen output; spec sheets for fixtures; illuminance levels/photometrics for exterior lighting.
- N/A ☐ Drainage plan (grading, catch basins, piping, and dry-wells) – if applicable.
- N/A ☐ Utilities plan (location and size of water and sewer mains and services, gas, electric, TV and phone) – if applicable.
- N/A ☐ Master Signage Plan – Pursuant to KMC Section 17.127.030.B, a master signage plan including directional, tenant, advisory, or technical information signage shall be provided for alterations to hotels, commercial, industrial, multi-family residential and mixed-use projects that demonstrates location, size, type, and materials of all signs proposed.

City of Ketchum Building Permit: Exterior Lighting Submittal Requirements

(For Commercial and Residential)

Address: _____

17.132.010 C.1: All existing lighting located on a subject property that is part of an application for a city planning department design review, conditional use, subdivision permit, or building permit is required to be brought into conformance with this chapter. Conformity shall occur prior to issuance of a certificate of occupancy, final inspection or final plat recordation, when applicable. For other permits, the applicant shall have a maximum of thirty (30) days from date of permit issuance to bring the lighting into conformance.

In addition to completing the tables below, you will need to submit **manufacturers' product specification sheets** for all proposed outdoor lighting. All applications for design review, conditional use, subdivision and/or building permits shall include lighting plans showing location, type, height, color temperature, lumen output and amount of all proposed and existing fixtures. Complex uses may require additional information.

Proposed Lighting:				
Fixture Model or Description	No. of Fixtures	Shielded (Y/N)	Full cutoff fixture (Y/N)	Light Color (Kelvin)
Ex: SPJ-GDG-30W-SQ-SH	3	Y	y	2700
Existing Exterior Lighting (complete to the best of your knowledge):				
Fixture Description	No. of Fixtures	Shielded (Y/N)	Full cutoff fixture (Y/N)	Light Color (Kelvin)

EXISTING FIXTURES TO BE MODIFIED TO MEET DARK SKY REQUIREMENTS. SEE PAGE 3

**If you need additional space to detail your exterior lighting fixtures, please submit on a separate page*

Exterior Lighting Requirements (Chapter 17.132 Dark Skies)

- ❖ ✂ **Exterior Lighting Fixtures.** All exterior lighting fixtures shall be full cutoff fixtures with the light source fully shielded, except as exempted in Chapter 17.132.
- ❖ ✂ **Color Temperature.** All exterior lighting shall utilize light sources not to exceed 2700 kelvin. Correlated color temperature refers to the 'color' of the light emitted. It is indicated on light packaging.
- ❖ ✂ **Light trespass.** All existing and/or new exterior lighting shall not cause light trespass and shall protect adjacent properties from glare and excessive lighting. Reference Chapter 17.132.030.B. Figure 1: Light Trespass Matrix for maximum foot-candle limits.
- ❖ ✂ **Uplighting.** Uplighting is prohibited in all zoning districts, except as where permitted in Chapter 17.132.
- ❖ ✂ **Prohibited Lights.** Any light source that does not meet the requirements of this chapter. Searchlights, beacons, and other high-intensity light fixtures. Except as otherwise allowed by this title, any lighting that is flashing, blinking, rotating, chasing, or rapidly changing in color or intensity is prohibited.
- ❖ ✂ **Nonessential Exterior Lighting.** All nonessential exterior commercial and residential lighting shall be turned off after business hours and/or when not in use. Lights on a timer shall be used. Sensor activated lights shall be used to replace existing lighting that is desired for security purposes.
- ❖ ✂ **Any other standard found applicable to the proposed exterior lighting.**

Please call the City of Ketchum Planning and Building Department if you have any questions. 208.726.7801

PIONEER SALOON - 320 N MAIN ST

PHOTOS OF EXISTING FIXTURES

All Fixtures use replaceable light bulbs. All bulbs to be 2700 K or less.



ABOVE: PIONEER LIGHTING DISTANCE VIEW
RIGHT: PIONEER LIGHTING CLOSE UP

FIXTURES TO BE MODIFIED TO MEET DARK
SKY REQUIREMENTS.
(BULBS TO BE FULLY SHIELDED)



City of Ketchum
Lighting Fixture Guide

Examples of Acceptable / Unacceptable Lighting Fixtures

Unacceptable

Fixtures that produce glare and light trespass

Unshielded Floodlights or Poorly-shielded Floodlights

Unshielded Wallpacks & Unshielded or Poorly-shielded Wall Mount Fixtures

Drop-Lens & Sag-Lens Fixtures w/ exposed bulb / refractor lens

Unshielded Streetlight

Unshielded Bollards

Unshielded Barn Light

Louvered 'Marine' style Fixtures

Drop-Lens Canopy Fixtures

Unshielded PAR Floodlights

Acceptable

Fixtures that shield the light source to minimize glare and light trespass and to facilitate better vision at night

Flat lens

Full Cutoff Fixtures

Fully Shielded Wallpack & Wall Mount Fixtures

Fully Shielded Fixtures

Full Cutoff Streetlight

Fully Shielded Barn Light

Fully Shielded Walkway Bollards

Fully Shielded Decorative Fixtures
bulb shielded in opaque top

Fully Shielded 'Period' Style Fixtures
bulb shielded in opaque top

Flush Mounted or Side Shielded Under Canopy Fixtures

Shielded / Properly-aimed PAR Floodlights

Text
Text

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CURRENT FIXTURE CONFIGURATION

FIXTURES MODIFIED TO MEET ACCEPTABLE STANDARDS

CITY OF KETCHUM - HISTORIC PRESERVATION COMMISSION PROPOSED HISTORIC BUILDING/SITE LIST

	Common Name:	Street Address:	GIS Address	RPK #
	Greenhow & Rumsey Store, NRHP listed (Culinary Institute)	211 North Main Street	211 N Main St	RPK00000018004B
	Forest Service Park, NRHP listed	Between River and 1 st Street	131 E River St	RPK00000040001A
	Comstock & Clark Mercantile (Enoteca Restaurant)	300 North Main Street	300 N Main St	RPK000000040010
	Lewis Bank (Rocky Mountain Hardware)	180 North Main Street	180 N Main St	RPK084100000D0
	Dynamite Shed (TNT Taproom)	271 Sun Valley Road	271 E Sun Valley Rd	RPK00000017004A
	Bert Cross Cabin (Vintage Restaurant)	271 ½ Leadville Avenue North	271 N Leadville Ave	RPK00000003007A
	Horace Lewis Home (Elephant's Perch)	280 East Avenue North	280 N East Ave	RPK00000043003A
	Ketchum Kamp Hotel (Casino)	220 North Main Street	220 N Main St	RPK0000000302AA
	Pioneer Saloon	308 North Main Street	320 N Main St	RPK00000004002A
	First Telephone Co. (Chapter One Bookstore)	340 North 2 nd Street	340 E 2nd St	RPK00000002004B
	Fagan Property (Country Cousin Store)	411 Sun Valley Road	411 E Sun Valley Rd	RPK000000240010
	Bonning Cabin	531 5 th Street East	500 N East Ave	RPK000000460010
	McCoy/Gooding/Miller House (Residence)	111 N east Ave	111 N East Ave	RPK00000022005B
	Former Post Office (Former Formula Sports)	460 North Main Street	460 N Main St	RPK00000005003A
	Michel's Christianitya Restaurant	303 Walnut Avenue	303 N Walnut Ave	RPK000000440050
	E.B Williams House (Ketchum Grill)	520 East Avenue North	520 N East Ave	RPK000000460020
	Alonzo Price/Esther Fairman House	180 Leadville Avenue North	180 N Leadville Ave	RPK000000220040
	Thornton House (Picket Fence)	560 East Avenue North	560 N East Ave	RPK00000046004A
	McAttee House (Former Taste of Thai)	380 1 st Avenue	380 N 1st Ave	RPK000000370050
	George Castle Cabin	431 ½ Walnut Avenue (in the alley)	431 N Walnut Ave	RPK000000450060
	Community Library/Gold Mine Thrift Store	331 Walnut Avenue	331 N Walnut Ave	RPK000000440060
	Jack Frost Motel (Gold Mine Consign Building)	591 4 th Street East	571 E 4th St	RPK000000450050
	St. Mary's Catholic Church (Mesh Gallery)	380 Leadville Avenue North	420 E 4th St	RPK000000240040
	Louies/The Church (Picket Fence)	560 N East Ave	560 N East Ave	RPK00000046004A

Adopted by HPC October 19, 2021



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.

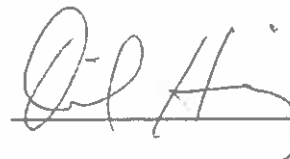
Countersigned by:


Authorized Counter-signature

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.

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.: 2526146

Lot Book Guarantee (6-6-92)

Page 2 of 3 of Policy Number No.: G-2222-000101815

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.: 2526146

Lot Book Guarantee (6-6-92)

Page 3 of 3 of Policy Serial No.: G-2222-000101815

**LOT BOOK GUARANTEE
SCHEDULE A**

File No.: 2526146

Guarantee No.: G-2222-000101815

Date of Guarantee: July 17, 2025 at 8:00 am

Liability: \$1,000.00

Premium: \$120.00

A. Assured:

Charles W. Parker - Ahrens DeAngeli Law Group

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:

The Southeasterly 25 feet of Lot 2 in Block 4 , of the VILLAGE OF KETCHUM, as shown on the certified copy of the official map thereof, recorded as Instrument No. 302967, records of Blaine County, Idaho

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

Quitclaim Deed, recorded as Document No. 371926, conveying said real property to:

Pioneer Saloon, Inc., an Idaho Corporation

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. The Company 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 2025 and subsequent years, which are a lien not yet payable.

Note: General taxes for the year 2024, a lien in the amount of \$2,944.26, which are paid in full.
(Parcel No. RPK0000004002A)
10. Water, sewer, rubbish 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 map of the Village of Ketchum, recorded February 13, 1989 as Instrument No. 302967, records of Blaine County, Idaho.
13. Declaration of Covenants, Conditions and Restrictions for The Pioneer Saloon, including the terms and provisions thereof, recorded October 4, 1990 as Instrument No. 324351, records of Blaine County, Idaho.
14. Right-of-Way Agreement, including the terms and provisions thereof, recorded September 23, 1998 as Instrument No. 418988, records of Blaine County, Idaho.

END OF EXCEPTIONS

STEWART INFORMATION SERVICES CORPORATION
Updated August 24, 2023
GRAMM-LEACH BLILEY PRIVACY NOTICE

This Stewart Information Services Corporation Privacy Notice ("Notice") explains how we and our affiliates and majority-owned subsidiary companies (collectively, "Stewart," "our," or "we") 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 personal 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, or other similar identifiers.
2. Demographic Information: Marital status, gender, date of birth.
3. Personal Information and Personal Financial Information: Full name, signature, social security number, address, driver's license number, passport number, 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 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 in connection with a transaction.
2. To improve our products and services.
3. To communicate with you about 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 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, your realtor, broker, or a lender). Stewart may disclose your personal information to a non-affiliated third-party service providers and vendors to render services to complete your transaction.

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. Parties involved in litigation and attorneys, as required by law.
- e. Financial rating organizations, rating bureaus and trade associations, taxing authorities, if required in the transaction.
- f. 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 your information with affiliates for direct marketing, you may send an “opt out” request to OptOut@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 directly 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 specific questions or comments about this Notice, the ways in which Stewart collects and uses your information described herein, or your choices and rights regarding such use, please do not hesitate to contact us at:

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

**STEWART INFORMATION SERVICES CORPORATION
PRIVACY NOTICE FOR CALIFORNIA RESIDENTS**

Stewart Information Services Corporation and its affiliates and majority-owned subsidiary companies (collectively, "Stewart", "our," or "we") respect and are committed to protecting your privacy. Pursuant to the California Consumer Privacy Act of 2018 ("CCPA") and the California Privacy Rights Act of 2020 ("CPRA"), we are providing this **Privacy Notice** ("CCPA Notice"). This CCPA Notice explains how we collect, use, and disclose personal information, when and to whom we disclose such information, and the rights you, as a California resident have regarding your Personal Information. This CCPA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users, consumers, and others who reside in the State of California or are considered California Residents as defined in the CCPA ("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

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

- 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.
- B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).** A name, signature, Social Security number, 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.
- C. Protected classification characteristics under California or federal law.** Age, race, color, ancestry, national origin, citizenship, marital status, sex (including gender, gender identity, gender expression), veteran or military status.
- D. Commercial information.** Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.
- E. Internet or other similar network activity.** Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.
- F. Geolocation data**
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 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).

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:

- 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: Internet or other similar network activity
- Category F: Non-public education information

A. Your Consumer Rights and Choices Under CCPA and CPRA

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

i. 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.

ii. Deletion Request Rights

You have the right to request that Stewart delete any 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.

iii. 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 Notice.

iv. Correction of Inaccurate Information

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

v. 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

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 submit a verifiable consumer request to us by the available means provided below.

1. Emailing us at OptOut@stewart.com; or
2. Visiting <https://www.stewart.com/en/quick-links/ccpa-request.html>

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.

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 rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you with 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 CCPA Notice

Stewart reserves the right to amend this CCPA Notice at our discretion and at any time. When we make changes to this CCPA 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

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

Recording requested by and
when recorded mail to:

STOEL RIVES BOLEY JONES & GREY
999 Main Street, Suite 1015
Boise, ID 83702
208/389-9000

BLAINE CO. REQUEST

OF *Kathleen Rackner*

1994 OCT 19 P 12:14

371926

MARY GREEN, CLERK

FEES \$ *9.00*

Deed

(Space Above Line for Recorder's Use)

**QUITCLAIM DEED
PURSUANT TO IDAHO CODE § 55-818**

DUFFY S. WITMER and SHEILA G. WITMER, as Trustees under THE WITMER 1992 REVOCABLE TRUST U/T/A August 3, 1992, as Grantor, and PIONEER SALOON, INC., an Idaho corporation, as Grantee, do hereby make this summary of Quitclaim Deed pursuant to § 55-818 of the Idaho Code, and hereby state and acknowledge that the following facts are true:

WHEREAS, on June 29, 1977, Duffy Schwarz Witmer and Sheila G. Witmer, husband and wife, as Grantees, acquired a one-half interest in the following described real property from Edgar A. Redman and Elaine Josephine Redman, husband and wife, as Grantors, pursuant to that certain Warranty Deed recorded in Blaine County, Idaho, on June 30, 1977, as Instrument No. 174661; and

WHEREAS, on November 20, 1986, said Grantees acquired the remaining one-half interest in and to said property from Richard L. Stone, an unmarried man, as Grantor, pursuant to that certain Warranty Deed recorded in Blaine County, Idaho, on November 20, 1986, as Instrument No. 270095; and

WHEREAS, on November 20, 1986, for good and valuable consideration, said Grantees did intend to make and execute a certain Quitclaim Deed, pursuant to which they were to convey, release, remise and forever quitclaim said real property to PIONEER SALOON, INC., an Idaho corporation, Grantee, whose current address is P.O. Box 986, Ketchum, Idaho 83340; and

WHEREAS, on August 20, 1992, said Grantees quitclaimed the following described real property to The Witmer 1992 Revocable Trust U/T/A August 20, 1992, the Grantor herein, pursuant to that certain Quitclaim Deed recorded in Blaine County, Idaho, as Instrument No. 343931, which Quitclaim Deed was executed and recorded in error;

NOW, THEREFORE, IT IS HEREBY AGREED, that, to correct the chain of title and to reflect the accurate fee title of said real property, Grantor herein does hereby convey, release, remise and forever quitclaim to PIONEER SALOON, INC., an Idaho corporation, Grantee, the following described real property, to-wit:

The Southeast 25 feet of Lot 2 in Block 4, KETCHUM TOWNSITE,
Blaine County, Idaho, according to the official plat thereof on file in the
office of the County Recorder of Blaine County, Idaho.

This instrument is made and executed by said Grantor and Grantee, with the intent
that it shall have the same force and effect as if an original Quitclaim Deed dated November
20, 1986, had been recorded, pursuant to § 55-818, Idaho Code.

IN WITNESS WHEREOF, Grantors have hereunto subscribed their names to this
instrument this 17th day of September, 1994.

GRANTORS:

THE WITMER 1992 REVOCABLE TRUST

By Duffy S. Witmer
Duffy S. Witmer, Trustee

By Sheila G. Witmer
Sheila G. Witmer, Trustee

IN WITNESS WHEREOF, Grantee has hereunto subscribed its name to this
instrument this 17th day of September, 1994.

GRANTEE:

PIONEER SALOON, INC.

By Duffy S. Witmer
Duffy S. Witmer, President

STATE OF IDAHO)
SS.
County of Blaine)

On this 17th day of September, 1994, before me, the undersigned Notary Public in and for said State, personally appeared DUFFY S. WITMER and SHEILA G. WITMER, Trustees of THE WITMER 1992 REVOCABLE TRUST U/T/A August 3, 1992, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same for and on behalf of said Trust.

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

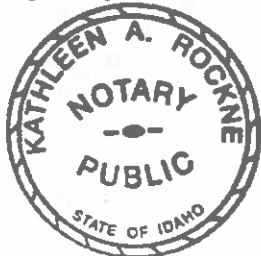


Kathleen A. Rockne
NOTARY PUBLIC, State of Idaho
Residing at: Boise, Idaho
Commission expires: 2/7/2000

STATE OF IDAHO)
SS.
County of Blaine)

On this 17th day of September, 1994, before me, the undersigned Notary Public in and for said State, personally appeared DUFFY S. WITMER, known or identified to me to be the President of PIONEER SALOON, INC., the within named Idaho corporation, and acknowledged to me that said corporation 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.



Kathleen A. Rockne
NOTARY PUBLIC, State of Idaho
Residing at: Boise, Idaho
Commission expires: 2/7/2000

Recording requested by and
when recorded mail to:

STOEL RIVES BOLEY JONES & GREY
999 Main Street, Suite 1015
Boise, ID 83702
208/389-9000

BLAINE CO. REQUEST

OF *Kathleen Rackner*

1994 OCT 19 P 12:14

371926

MARY GREEN, CLERK

FEES \$ *9.00*

mp

Deed

(Space Above Line for Recorder's Use)

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PURSUANT TO IDAHO CODE § 55-818**

DUFFY S. WITMER and SHEILA G. WITMER, as Trustees under THE WITMER 1992 REVOCABLE TRUST U/T/A August 3, 1992, as Grantor, and PIONEER SALOON, INC., an Idaho corporation, as Grantee, do hereby make this summary of Quitclaim Deed pursuant to § 55-818 of the Idaho Code, and hereby state and acknowledge that the following facts are true:

WHEREAS, on June 29, 1977, Duffy Schwarz Witmer and Sheila G. Witmer, husband and wife, as Grantees, acquired a one-half interest in the following described real property from Edgar A. Redman and Elaine Josephine Redman, husband and wife, as Grantors, pursuant to that certain Warranty Deed recorded in Blaine County, Idaho, on June 30, 1977, as Instrument No. 174661; and

WHEREAS, on November 20, 1986, said Grantees acquired the remaining one-half interest in and to said property from Richard L. Stone, an unmarried man, as Grantor, pursuant to that certain Warranty Deed recorded in Blaine County, Idaho, on November 20, 1986, as Instrument No. 270095; and

WHEREAS, on November 20, 1986, for good and valuable consideration, said Grantees did intend to make and execute a certain Quitclaim Deed, pursuant to which they were to convey, release, remise and forever quitclaim said real property to PIONEER SALOON, INC., an Idaho corporation, Grantee, whose current address is P.O. Box 986, Ketchum, Idaho 83340; and

WHEREAS, on August 20, 1992, said Grantees quitclaimed the following described real property to The Witmer 1992 Revocable Trust U/T/A August 20, 1992, the Grantor herein, pursuant to that certain Quitclaim Deed recorded in Blaine County, Idaho, as Instrument No. 343931, which Quitclaim Deed was executed and recorded in error;

NOW, THEREFORE, IT IS HEREBY AGREED, that, to correct the chain of title and to reflect the accurate fee title of said real property, Grantor herein does hereby convey, release, remise and forever quitclaim to PIONEER SALOON, INC., an Idaho corporation, Grantee, the following described real property, to-wit:

The Southeast 25 feet of Lot 2 in Block 4, KETCHUM TOWNSITE,
Blaine County, Idaho, according to the official plat thereof on file in the
office of the County Recorder of Blaine County, Idaho.

This instrument is made and executed by said Grantor and Grantee, with the intent
that it shall have the same force and effect as if an original Quitclaim Deed dated November
20, 1986, had been recorded, pursuant to § 55-818, Idaho Code.

IN WITNESS WHEREOF, Grantors have hereunto subscribed their names to this
instrument this 19th day of September, 1994.

GRANTORS:

THE WITMER 1992 REVOCABLE TRUST

By Duffy S. Witmer
Duffy S. Witmer, Trustee

By Sheila G. Witmer
Sheila G. Witmer, Trustee

IN WITNESS WHEREOF, Grantee has hereunto subscribed its name to this
instrument this 19th day of September, 1994.


GRANTEE:

PIONEER SALOON, INC.

By Duffy S. Witmer
Duffy S. Witmer, President


On this 17th day of September, 1994, before me, the undersigned Notary Public in and for said State, personally appeared DUFFY S. WITMER and SHEILA G. WITMER, Trustees of THE WITMER 1992 REVOCABLE TRUST U/T/A August 3, 1992, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same for and on behalf of said Trust.

first above written.



NOTARY PUBLIC, State of Idaho
Residing at: Four, Idaho
Commission expires: 2/7/2000

On this 17th day of September, 1994, before me, the undersigned Notary Public in and for said State, personally appeared DUFFY S. WITMER, known or identified to me to be the President of PIONEER SALOON, INC., the within named Idaho corporation, and acknowledged to me that said corporation executed the same.



first above written.

Patricia A. Loder
NOTARY PUBLIC, State of *Idaho*
Residing at: *Boise Idaho*
Commission expires: *2/7/2000*