

RESOLUTION 05-27

RESOLUTION OF THE CITY OF KETCHUM CITY COUNCIL AUTHORIZING AN IRRIGATION WATER LINE EASEMENT BETWEEN THE LANE RANCH ASSOCIATION, SUN VALLEY WATER AND SEWER DISTRICT AND THE CITY OF KETCHUM, AND AUTHORIZING THE MAYOR TO EXECUTE THE EASEMENT AGREEMENT

WHEREAS, the Lane Ranch Association owns, maintains and operates a private irrigation system for its own purposes, and

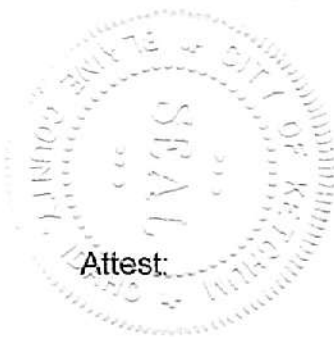
WHEREAS, the Sun Valley Water and Sewer District (SVWSD) owns the tax lot on which some of this equipment has been installed and is presently located, and

WHEREAS, the irrigation line crosses the Ketchum Sewage Treatment Plant property jointly owned by both the City of Ketchum and the Sun Valley Water and Sewer District, and

WHEREAS, formal review and approval of all easements granted to other public agencies or private parties represents "best management practices,"

NOW THEREFORE BE IT RESOLVED, that the Ketchum City Council authorizes an irrigation water line easement between the Lane Ranch Association, SVWSD and the City of Ketchum and authorizes the Mayor to execute this agreement.

This Resolution will be in full force and effect upon its adoption this twenty-first (21st) day of March, 2005.



Attest:

A handwritten signature in black ink, appearing to read "Edward Simon", is written over a horizontal line. The signature is stylized and cursive.

Edward Simon, Mayor

A handwritten signature in blue ink, appearing to read "Sandra E. Cady", is written over a horizontal line.

Sandra Cady, CMC  
City Treasurer/Clerk

RESOLUTION NO. 2001-01

WHEREAS, the City of Ketchikan and the Ketchikan Irrigation Water Line easement between the land parcels owned by the City of Ketchikan and the City of Ketchikan and authorizing the Mayor to execute the easement and the City of Ketchikan to execute the easement.

WHEREAS, the City of Ketchikan Association owns, maintains and operates a water distribution system for the City of Ketchikan.

WHEREAS, the Sun Valley Water and Sewer District (SVWSD) owns a water distribution system for the City of Ketchikan and is currently located at the intersection of the City of Ketchikan and the Sun Valley Water and Sewer District.

WHEREAS, the City of Ketchikan and the Sun Valley Water and Sewer District have entered into an agreement for the City of Ketchikan to execute the easement and the City of Ketchikan to execute the easement.

WHEREAS, former review and approval of all easements granted to other public agencies or private parties shall be subject to the same review and approval process as that required for the City of Ketchikan.

NOW THEREFORE BE IT RESOLVED BY THE CITY OF KETCHIKAN that the Mayor is authorized to execute the easement and the City of Ketchikan to execute the easement and the City of Ketchikan to execute the easement.

This Resolution will be in full force and effect upon its adoption this 1st day of May, 2001.

Edward Simon Mayor



City Clerk  
City of Ketchikan



# City of Ketchum Utilities Department

# 27

## MEMORANDUM

To: Ron LeBlanc, City Administrator

From: Steve Hansen, Utilities Manager

LA

Re: Easement Agreement for Lane Ranch

Date: February 25, 2005

Sent with Angie  
Originals to be  
signed by Lane  
Ranch  
3-29-05

I have attached three copies of an easement agreement between SVWSD / City of Ketchum that require Lane Ranch Association legal access, for irrigation pumps and related piping. This is located in the SW corner of the WWTP property. The entrance into the WWTP near the intersection of the drive and pumping equipment has been placed in a location that will not require expansion.

ation /  
I allow the  
ce, to their  
ears and is  
the drive  
nd pumping  
t expansion.

I have also attached a letter of correspondence from the Lane Ranch Association containing additional information regarding the easement. The costs associated with surveying and recording of the easement are to be paid by the Lane Ranch Association.

Robertson,

Please place the signed agreements in my box when finished. Also, note that the second signature page requires a Notary stamp and signature.

**SUN VALLEY WATER & SEWER DISTRICT**

**Post Office Box 2410**

**Sun Valley, Idaho 83353**

**(208) 622-7610 • Fax (208) 622-9129**

June 30, 2004

**Evan Robertson  
Robertson, Hepwoth, Slette, Worst & Stover  
P.O. Box 1906  
Twin Falls Idaho 83303-1906**

**Re: Lane Ranch irrigation line easement**

**Dear Evan**

**Enclosed are the long elusive legal descriptions for the Lane Ranch irrigation line that begins at a river pumping station within the bounds of the Ketchum Sewage Treatment Plant on Lot 1A ( originally Lot 2) of Lane Ranch #1 Amended.**

**The line passes through the Lot to the Districts well field (Tax lot 5801) and then into the River Ranch Road (owned by Blaine County).**

**Easement A would be the only section of the easement pertinent to the District situation. Lot 1A is owned jointly by the City of Ketchum and the Sun Valley Water and Sewer District and is known as the Ketchum Sewage Treatment Plant.**

**The well field, or Tax Lot 5801 is owned separately by the District. Can you write this to cover both situations or do we have to delineate by description for the different ownerships?**

**Included in our standard easement should be something for ingress, egress, and maintenance for the pump station to the benefit of the Lane Ranch Association.**

**A map was not provided, but we had the title company draft the approximate line for visual purposes.**

Let me know what else you might need to prepare the easement.

Sincerely

A handwritten signature in black ink, appearing to read "John T. Brown". The signature is written in a cursive style with a large, looping initial "J".

**John T. Brown**  
**District Manager**

enclosures: legal descriptions  
map

cc: Ken Herich, Lane Ranch Association

**ROBERTSON, HEPWORTH, SLETTE,  
WORST & STOVER, P.L.L.C.  
ATTORNEYS AT LAW**

**161 FIFTH AVE. SOUTH, STE 100  
P.O. BOX 1906  
TWIN FALLS, ID 83303-1906  
PHONE (208) 734-0700  
FAX (208) 736-0041**

**FACSIMILE TRANSMISSION**

**DATE:** February 22, 2005  
**FAX TO:** Jack Brown *via e-mail* svws@svidaho.net  
**FROM:** Evan Robertson  
**RE:** **SVW&SD / Lane Ranch Association, Inc.**

**NUMBER OF PAGES INCLUDING THIS ONE: 6**

**IF YOU DO NOT RECEIVE ALL OF THE PAGES, PLEASE CALL US BACK AS SOON AS POSSIBLE AT (208) 734-0700.**

**INFORMATION CONTAINED IN THIS FACSIMILE COMMUNICATION IS ATTORNEY/CLIENT PRIVILEGED AND/OR CONFIDENTIAL INFORMATION INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE. IF THE READER OF THIS COVER PAGE IS NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE TO DELIVER IT TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION OR THE INFORMATION CONTAINED HEREIN IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE IMMEDIATELY CALL AT (208) 734-0700, AND RETURN THIS FACSIMILE TO US BY MAIL AT THE ABOVE ADDRESS. WE APPRECIATE YOUR COOPERATION.**

**ADDITIONAL MESSAGE:**

**ATTACHED IS A PROPOSED *EASEMENT AGREEMENT* FOR YOUR USE. PLEASE CALL IF THERE ARE ANY QUESTIONS, COMMENTS OR REVISIONS. THANKS.**

## EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made and entered into this \_\_\_ day of \_\_\_\_\_, 2005, by and between the CITY OF KETCHUM, IDAHO and the SUN VALLEY WATER AND SEWER DISTRICT, as to an undivided one-half interest each, hereinafter collectively referred to as "Grantors", and LANE RANCH ASSOCIATION, INC., an Idaho non-profit corporation, whose address is P.O. Box 200, Sun Valley, Idaho, 83353, hereinafter referred to as "Grantee".

### WITNESSETH:

WHEREAS, Grantors are the owners of certain real property situated in the City of Ketchum, Idaho, more particularly described as Lot 1A, Lane Ranch No. 1 Amended Subdivision (formerly Lot 2, Lane Ranch No. 1 Subdivision), Blaine County, Idaho; and

WHEREAS, the Sun Valley Water and Sewer District is the owner of Tax Lot 5801, Blaine County, Idaho; and

WHEREAS, the Grantee has heretofore installed an underground irrigation water line extending from a pumping station in the Big Wood River across a portion of the two above-described parcels of real property to the Blaine County public right-of-way for River Ranch Road; and

WHEREAS, the Grantee desires to acquire an easement for the purpose of maintaining, repairing, replacing, and accessing said irrigation water line, and the Grantors are willing to grant the same, subject to the terms and conditions of this Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Grantors, the parties hereto, for themselves, their successors and assigns, agree as follows:

1. Grantors, subject to the terms and conditions hereinafter set forth, hereby grant and convey unto the Grantee, its successors and assigns, a non-exclusive easement over, under and across that portion of the two (2) herein-described parcels of real property which are described in Exhibit "A" hereto, for the purpose of permitting the Grantee to therein construct, install, maintain, repair, replace, use and operate an underground irrigation water line and related facilities ("Easement").
2. Said Easement shall be perpetual, unless the Grantee, or its successors or assigns, agrees to its termination, or otherwise abandons or vacates said Easement, or its right to use the same for an underground irrigation water line.
3. Said Easement shall specifically include, without limiting the foregoing, the right of the Grantee, its agents, employees, contractors, and assigns to traverse said Easement with vehicles and equipment, and to make such improvements and excavations thereon and thereunder as may be reasonably necessary to construct, install, maintain, repair, replace, operate or use the above-specified underground irrigation waterline.

4. Notwithstanding anything to the contrary herein contained, Grantors hereby reserve the right, at their sole cost and expense, to relocate the Easement, and the underground irrigation water line and related facilities, to an alternative location on the servient estate, provided, however, that any such relocation shall be accomplished at the sole cost and expense of the Grantors, and when relocated the water line shall be appropriately re-connected to the above-referenced pumping station and be fully functional for its intended purpose.
5. Grantee shall save and hold Grantors harmless from any and all liability for personal injury and property damage resulting from, or in any way connected with, said water line or related facilities or activities conducted or located within the Easement, with the sole exception of liability for personal injuries or property damage caused solely by the negligence or wrongdoing of the Grantors.
6. The Grantee shall at all times properly maintain the Easement herein granted, and prevent the same from becoming dangerous and/or unsightly, or from otherwise becoming a public nuisance or hazard. Further, Grantee shall take all reasonable steps to restore and revegetate any ground areas disturbed by its use of the Easement, or any activities undertaken by it within the Easement.
7. In the event of a any breach hereunder by any party, the non-breaching party shall have all remedies available at law or in equity, including injunctive or other equitable relief. In any suit, action or appeal therefrom to enforce or interpret this Easement Agreement, the prevailing party shall be entitled to recover its costs incurred therein, including reasonable attorneys fees and disbursements.
8. Grantee hereby agrees to comply in all respects with any and all federal, state and local statutes, laws, ordinances, codes, regulations and rules in connection with its use of the easement herein granted.

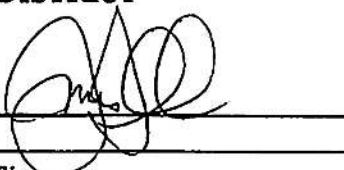
IN WITNESS WHEREOF, the parties hereto have caused this Easement Agreement to be executed on the day and year first above written.

**"GRANTORS"**  
**CITY OF KETCHUM, IDAHO**

By:  \_\_\_\_\_

Its:  \_\_\_\_\_

**SUN VALLEY WATER AND  
SEWER DISTRICT**

By:  \_\_\_\_\_

Its: \_\_\_\_\_



"GRANTEE"

LANE RANCH ASSOCIATION, INC.

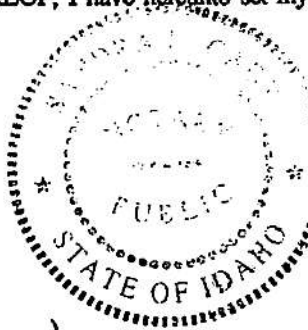
By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF IDAHO     )  
                                  ss.  
County of Blaine    )

On this 21 day of March, 2005, before me, a Notary Public for said County and State, personally appeared Edward Simon, known or identified to me, to be the Mayor of the City of Ketchum, and the person who subscribed said corporation name to the foregoing instrument, and acknowledged to me that he executed the same in said corporation name.

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



Sarah E. Cady  
NOTARY PUBLIC FOR IDAHO  
Residing at Hailey ID  
My commission expires 11-20-07

STATE OF IDAHO     )  
                                  ss.  
County of Blaine    )

On this 24 day of FEBRUARY, 2005, before me, a Notary Public for said County and State, personally appeared JAMES D. LOYD, known or identified to me, to be the CHAIRMAN of the SUN VALLEY WATER AND SEWER DISTRICT that executed the said instrument, and acknowledged to me that such district 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.



Kathy Seal  
NOTARY PUBLIC FOR IDAHO  
Residing at KETCHUM  
My commission expires 7.9.2005

STATE OF IDAHO        )  
                                  ss.  
County of Blaine        )

On this \_\_\_\_ day of \_\_\_\_\_, 2005, before me, a Notary Public for said County and State, personally appeared \_\_\_\_\_, known or identified to me, to be the \_\_\_\_\_ of Lane Ranch Association, Inc., and the person who subscribed said corporation name to the foregoing instrument, and acknowledged to me that (s)he executed the same in said corporation name.

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 FOR IDAHO  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

Irlw\realest\casement\irrigation line\_SVW&SD

A 20.00 foot wide easement for the construction and maintenance of a buried irrigation line and a 12' X 23' concrete pad with pump facilities. The centerline of said easement is more particularly described as follows:

Commencing at the Southeast corner of Section 19, Township 4 North, Range 18 East, Boise Meridian, Blaine County, Idaho. Said point lies South 00°13'06" West, 2631.71 feet from the East quarter corner of Section 19. Thence, North 77°32'18" West, 2169.04 feet to the Southeast corner of Lot 2, "Lane Ranch No. 1" Subdivision. Thence, along a curve right on the Westerly right of way on River Ranch Road.

Δ - 28°19'10"

R - 461.13 feet

A - 227.92 feet

C - 225.61 feet

T - 116.34 feet

LCB - North 02°50'20" West to the REAL POINT OF BEGINNING.

Thence, South 63°03'26" West, 154.62 feet, along the centerline of said 20.00 foot wide easement.

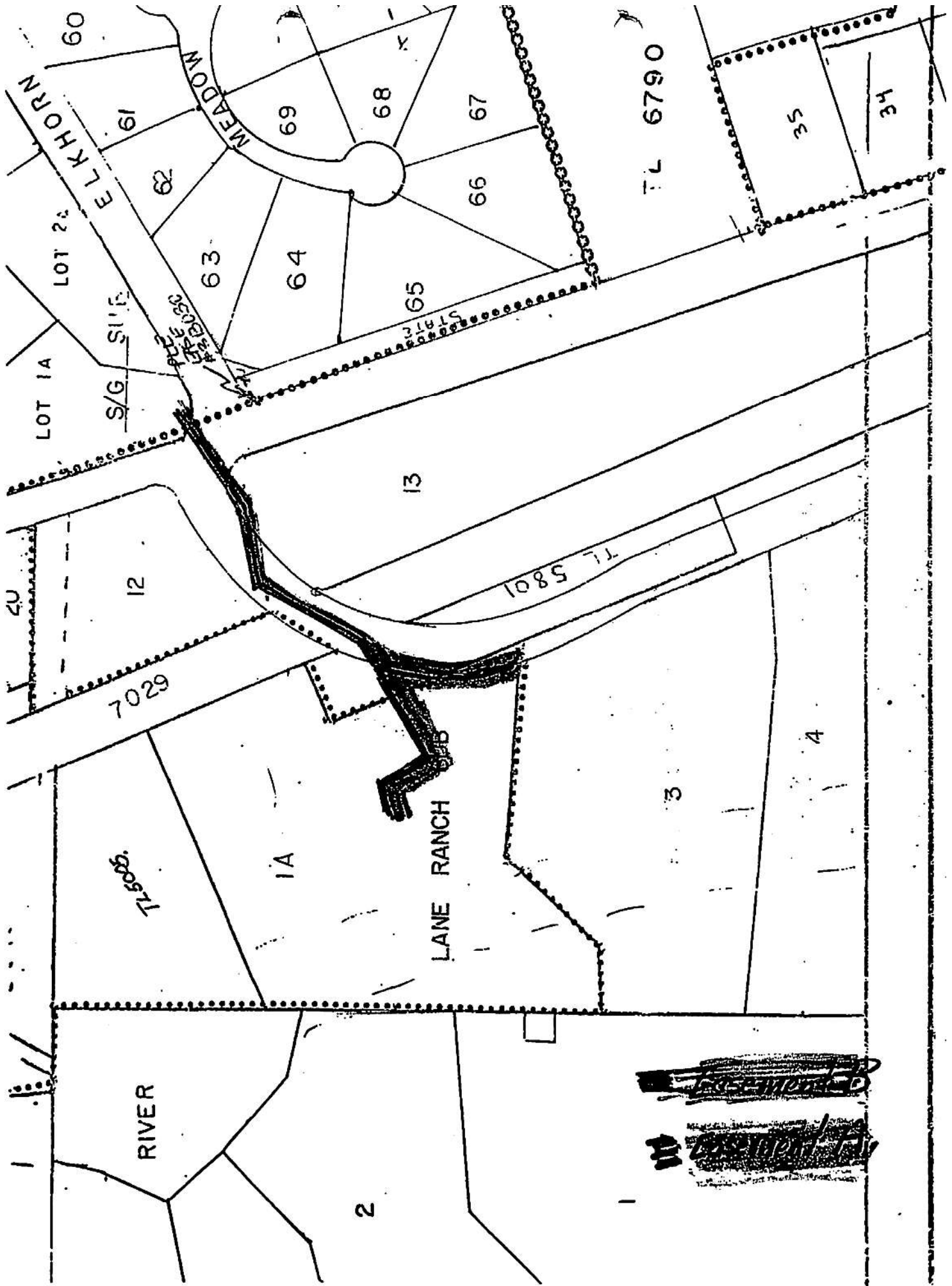
Thence, North 32°41' 10" West, 58.03 feet, along the centerline of said easement.

Thence, North 26°45'04" West, 11.50 feet, along the centerline of said easement to the center of a 12' X 23' concrete pad.

Thence, North 26°45'04" West, 11.50 feet, along the centerline of said easement.

Thence, South 80°36'29" West, 44.21 feet, along the centerline of said easement to the Big Wood River and being the REAL ENDING POINT.

**EXHIBIT A**



RIVER

LANE RANCH

MEADOW

ELKHORN

S/G SUE

LOT 1A

LOT 2

60

61

62

63

64

69

68

67

66

65

13

12

1A

3

4

35

34

TL 6790

TL 5801

7029

TL 5800

2

~~CONFIDENTIAL~~  
~~CONFIDENTIAL~~