



City of Ketchum
 Planning & Building

OFFICIAL USE ONLY
Application Number: P24-056
Date Received: 6/11/24
By: GB
Fee Paid: \$2900
Approved Date:
By:

Subdivision Application-Preliminary Plat

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

APPLICANT INFORMATION			
Name of Proposed Subdivision: Joan Dick Subdivision			
Owner of Record: John A. Dick, Marianne H. Dick			
Address of Owner: 5035 Princess Anne Rd., La Canada, CA 91011			
Representative of Owner: Galena-Benchmark Engineering		Phone #: 208-726-4729	
Email: matt@galena-benchmark.com			
Legal Description: Ketchum FR SW SE TL 4271 SEC 13 4N 17E RPK RPK4N170132210			
Street Address: 560 Wood River Dr.			
SUBDIVISION INFORMATION			
Number of Lots/Parcels: Current = 1; Proposed = 2			
Total Land Area: 24,140 SF (0.55 acre)			
Current Zoning District: LR			
Proposed Zoning District: LR			
Overlay District: none			
TYPE OF SUBDIVISION			
Condominium <input type="checkbox"/>	Land <input checked="" type="checkbox"/>	PUD <input type="checkbox"/>	Townhouse <input type="checkbox"/>
Adjacent land in same ownership in acres or square feet: none			
Easements to be dedicated on the final plat: A 25' Scenic Easement and a 10' Fish & Nature Study Easement are proposed to be dedicated on the plat.			
Briefly describe the improvements to be installed prior to final plat approval: Prior to final plat approval, the existing structure onsite will be demolished. Improvements will be installed in accordance with approved Building Permit plans that will follow final platting of the subdivision.			
ADDITIONAL INFORMATION			
All lighting must be in compliance with the City of Ketchum's Dark Sky Ordinance One (1) copy of Articles of Incorporation and By-Laws of Homeowners Associations and/or Condominium Declarations One (1) copy of current title report and owner's recorded deed to the subject property One (1) copy of the preliminary plat All files should be submitted in an electronic format to planningandzoning@ketchumidaho.org			

Applicant agrees in the event of a dispute concerning the interpretation or enforcement of the Subdivision Application in which the City of Ketchum is the prevailing party to pay reasonable attorney's fees and costs, including fees and costs of appeal for the City of Ketchum. Applicant agrees to observe all City ordinances, laws and conditions imposed. Applicant agrees to defend, hold harmless and indemnify the City of Ketchum, city officials, agents and employees from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property, and losses and expenses caused or incurred by Applicant, its servants, agents, employees, guests and business invitees and not caused by or arising out of the tortious conduct of city or its officials, agents or employees. Applicant certifies that s/he has read and examined this application and that all information contained herein is true and correct.

6/5/2024

Applicant Signature Representative Signature

Date

Preliminary Plat Requirements

The preliminary plat shall be drawn to a scale of not less than one-inch equals 100 feet and shall show the following:

To be shown on plat:

- The scale, north point and date.
- The name of the proposed subdivision.
- The name and address of the owner of record, the subdivider, and the engineer, surveyor, or other person preparing the plat.
- Legal description of the area platted.
- The names and the intersecting boundary lines of adjoining subdivisions and parcels of property.
- A contour map of the subdivision with contour lines and a maximum interval of two feet to show the configuration of the land based upon the United States Geodetic Survey data, or other data approved by the City Engineer.
- The scaled location of existing buildings, water bodies and courses and location of the adjoining or immediately adjacent dedicated streets, roadways and easements, public and private.
- Boundary description and the area of the tract.
- Existing zoning of the tract.
- The proposed location of street rights-of-way, lots, and lot lines, easements, including all approximate dimensions, and including all proposed lot and block numbering and proposed street names.
- The location, approximate size and proposed use of all land intended to be dedicated for public use or for common use of all future property owners within the proposed subdivision.
- The location, size and type of sanitary and storm sewers, water mains, culverts and other surface or subsurface structures existing within or immediately adjacent to the proposed sanitary or storm sewers, water mains, and storage facilities, street improvements, street lighting, curbs, and gutters and all proposed utilities.
- The direction of drainage, flow and approximate grade of all streets.
- The location of all drainage canals and structures, the proposed method of disposing of runoff water, and the location and size of all drainage easements, whether they are located within or outside of the proposed plat.
- Vicinity map drawn to approximate scale showing the location of the proposed subdivision in reference to existing and/or proposed arterials and collector streets.
- The boundaries of the floodplain, floodway and avalanche overlay district shall also be clearly delineated and marked on the preliminary plat or a note provided if the entire project is in the floodplain, floodway or avalanche overlay district.
- Building envelopes shall be shown on each lot, all or part of which is within a floodway, floodplain, or avalanche zone; or any lot that is adjacent to the Big Wood River, Trail Creek, or Warm Springs Creek; or

any lot, a portion of which has a slope of 25 percent or greater; or upon any lot which will be created adjacent to the intersection of two or more streets.

- Lot area of each lot.
- Existing mature trees and established shrub masses.

To be provided to Administrator:

- Subdivision names shall not be the same or confused with the name of any other subdivision in Blaine County, Idaho and shall be approved by the Blaine County assessor.
- All percolation tests and/or exploratory pit excavations required by State health authorities.
- A copy of the provisions of the articles of incorporation and bylaws of homeowners' association and/or condominium declarations to be filed with the final plat of the subdivision.
- A current title report shall be provided at the time that the preliminary plat is filed with the Administrator, together with a copy of the owner's recorded deed to such property.
- A digital copy of the preliminary plat shall be filed with the Administrator.

City of Ketchum Subdivision Recording Procedures & Plat Certificates

Recording Procedures

Once a subdivision application is approved by the Ketchum City Council, signature and recording of plats shall be completed using the following process:

1. Applicant prints all sheets of the plat on mylar, with all required certificates, and gathers signatures from the owner, surveyor, and health department.
2. Applicant delivers all mylar sheets to Ketchum City Hall, 191 W 5th Street addressed to the Staff Planner on the application.
3. Staff Planner will gather required signatures from the City Engineer and City Clerk and sign the plat.
4. Once all signatures have been gathered, the Staff Planner will notify the applicant that the plat is ready for pick-up at City Hall.
5. The applicant is responsible for gathering all remaining signatures and recording the plat with the Blaine County Clerk and Recorder.
6. Per Section 16.04.030.K of the Ketchum Municipal Code, the following certificates are required for subdivision plats for property within the City of Ketchum:
 - a. Certificate by registered engineer or surveyor preparing the map certifying to the accuracy of surveying plat.
 - b. Certification of owner(s) of record and all holders of security interest(s) of record with regard to such property.
 - c. Certification and signature of engineer (surveyor) verifying that the subdivision and design standards meet all City requirements.
 - d. Certification and signature of the City Engineer verifying that the subdivision and design standards meet all City requirements.
 - e. Certification and signature of the City Clerk of the City of Ketchum verifying that the subdivision has been approved by the council.



City of Ketchum
Planning & Building

Plat Certificates - The following certificate language shall be included on all plats for property within the Ketchum City Limits. The certificates listed below are in addition to certificates required by Blaine County.

Ketchum City Council Certificate

I, the undersigned, City Clerk, in and for the City of Ketchum, Blaine County, Idaho, do hereby certify that at a regular meeting of the City Council held on the ____ day of _____, 20__, this plat was duly accepted and approved.

Trent Donat, City Clerk, City of Ketchum

City Engineer Certificate

I, the undersigned, City Engineer in and for the City of Ketchum, Blaine County, Idaho, do hereby approve this plat on this ____ day of _____, 20__, and certify that it is in accordance with the City of Ketchum subdivision ordinance.

Robyn Mattison, City Engineer, City of Ketchum

City Planner Certificate

I, the undersigned, Planner in and for the City of Ketchum, Blaine County, Idaho, do hereby approve this plat on this ____ day of _____, 20__, and certify that it is in accordance with the City of Ketchum subdivision ordinance.

[insert name of planner], City of Ketchum

The following plat certificate is only required for all new subdivisions or projects that require the expertise of a civil engineer.

Project Engineer Certificate

I, the undersigned, project engineer for the [insert name of plat] certify that the subdivision is in accordance with the City of Ketchum Subdivision standards.

[Insert Engineer Name], [Insert Company Name]

For questions or comments on the information provided above, please contact the Planning Department at planningandbuilding@ketchumidaho.org or call (208) 726-7801.

#19083
A1B 87

NP
1

RECORDING REQUESTED BY

MAIL TAX STATEMENT TO

BLAINE CO. REQUEST
OF SAWTOOTH TITLE

1993 SEP -9 P 1:47 356594

Deed
ms
6

WHEN RECORDED MAIL TO

Name
Street
Address
City &
State
JOHN A. DICK AND
MARIANNE H. DICK
711 MAGNOLIA AVENUE
PASADENA, CA 91106

ORDER NO
ESCROW NO 23732-L

SPACE ABOVE RECORDER'S USE ONLY

GRANT DEED (INDIVIDUAL)

The undersigned grantor(s) declare(s):
Documentary transfer tax is \$ -0- NO CONSIDERATION
() Computed on full value of property conveyed, or
() Computed on full value less value of liens and encumbrances remaining at time of sale.
() Unincorporated area () City of _____
Tax Parcel No. _____

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
RICHARD DICK AS PERSONAL REPRESENTATIVE OF THE ESTATE OF JOAN MARION DICK, deceased.

hereby GRANT(S) to JOHN A. DICK, a married man as his sole and separate property as to an undivided 50% interest and MARIANNE H. DICK, a single woman as to an undivided 50% interest as tenants in common.

the following described real property in the CITY OF KETCHUM
County of BLAINE, State of ~~California~~ IDAHO

SEE ATTACHED EXHIBIT "A" FOR COMPLETE LEGAL DESCRIPTION HERETO AND MADE A PART HEREOF.

AKA: 560 WOOD RIVER DRIVE, KETCHUM, ID 83340

Richard Dick

Dated AUGUST 5, 1993 RICHARD DICK, ~~estate~~ personal representative
[Signature]

STATE OF CALIFORNIA }
County of Orange

On 8/16/93 before me, Lorraine Shoun
Notary Public, personally appeared Richard Dick
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Lorraine Shoun (Seal)

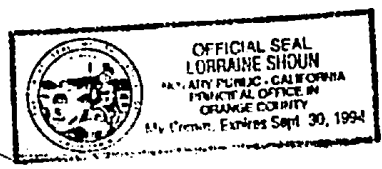


EXHIBIT "A"

TOWNSHIP 4 NORTH, RANGE 17 EAST, BOISE MERIDIAN, BLAINE COUNTY, IDAHO.

SECTION 13; All that portion of the SW1/4 SE1/4, more particularly described as follows:

BEGINNING at the Northeast corner of said SW1/4 SE1/4; thence N. 83° 12' W., 700.00 feet; thence S. 00° 14' E., 04.00 feet; thence S. 55° E., 90.00 feet; thence S. 34° E., 110.00 feet; thence S. 29° E., 265.00 feet to the TRUE POINT OF BEGINNING; thence N. 29° W., 119.00 feet; thence S. 62° 30' W., 138.00 feet; thence S. 30° E., 144.00 feet; thence S. 32° E., 26.00 feet; thence Northeastly along a straight line to a point which lies S. 42° E., 62.00 feet from the TRUE POINT OF BEGINNING; thence N. 42° W., 62.00 feet from the TRUE POINT OF BEGINNING.

ALL-PURPOSE ACKNOWLEDGMENT

NO 209

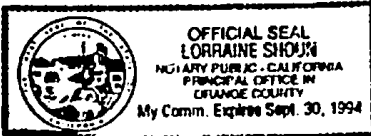
State of California

County of Orange

On 8/16/93 before me, Lorraine Shoun
DATE NAME TITLE OF OFFICER E.G. "JANE DOE NOTARY PUBLIC"

personally appeared Richard Dick
NAME(S) OF SIGNER(S)

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Witness my hand and official seal.

Lorraine Shoun
SIGNATURE OF NOTARY

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL(S)
- CORPORATE OFFICER(S) _____ TITLE(S) _____
- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- SUBSCRIBING WITNESS
- GUARDIAN CONSERVATOR
- OTHER: Personal
representative

SIGNER IS REPRESENTING:
NAME OF PERSON(S), OR ENTITY(IES)

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to unauthorized document.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

Title or Type of Document Grant Deed (Individual)
Number of Pages 1 Date of Document 8/5/93
Signer(s) Other Than Named Above None

Order No. 23732-L
Escrow No.

± 1905B
AMB 89

NP
2

WHEN RECORDED MAIL TO:

JOHN A. DICK
711 MAGNOLIA AVENUE
PASADENA, CA 91106

BLAINE CO. REQUEST

OF **SAWTOOTH TITLE**

1993 SEP -9 P 1:47

356595

RECORDED BY CLERK Mrs
1993 9 6 00

Seal

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO:

same as above

DOCUMENTARY TRANSFER TAX \$ -0- NO CONSIDERATION

Computed on the consideration or value of property conveyed; OR
Computed on the consideration or value less liens or encumbrances
remaining at time of sale.

is exempt from imposition of the Documentary Transfer Tax
pursuant to Revenue and Taxation Code § 11927(a), on transfer-
ring community, quasi-community, or quasi-marital property,
assets between spouses, pursuant to a judgment, an order, or a
written agreement between spouses in contemplation of any
such judgment or order

Signature of declaring grantor or grantee

INTERSPOUSAL TRANSFER GRANT DEED

(Excluded from reappraisal under California Constitution Article 13 A § 1 et seq.)

This is an Interspousal Transfer and not a change in ownership under § 63 of the Revenue and Taxation Code and Grantor(s) has (have) checked the applicable exclusion from reappraisal:

- A transfer to a trustee for the beneficial use of a spouse, or the surviving spouse of a deceased transferor, or by a trustee of such a trust to the spouse of the trustor.
- A transfer to a spouse or former spouse in connection with a property settlement agreement or decree of dissolution of a marriage or legal separation, or
- A creation, transfer, or termination, solely between spouses, of any co-owner's interest.
- The distribution of a legal entity's property to a spouse or former spouse in exchange for the interest of such spouse in the legal entity in connection with a property settlement agreement or a decree of dissolution of a marriage or legal separation.
- Other: _____

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

LISA A. DICK, wife of grantee

hereby GRANT(S) to

JOHN A. DICK, a married man as his sole and separate property.

the real property in the City of KETCHUM, County of BLAINE
State of ~~California~~, described as
IDAHO

SEE ATTACHED EXHIBIT "A" FOR COMPLETE LEGAL DESCRIPTION HERETO AND MADE A PART HEREOF.

AKA: 560 WOOD RIVER DRIVE, KETCHUM, ID 83340

Dated AUGUST 5, 1993

Lisa A. Dick
LISA A. DICK

STATE OF CALIFORNIA
COUNTY OF

On

before me, the undersigned, a Notary Public in and for said State, personally appeared:

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

WITNESS my hand and official seal.

(This area for official notarial seal)

Signature _____

MAIL TAX STATEMENTS AS DIRECTED ABOVE

FD-13C

EXHIBIT "A"

TOWNSHIP 4 NORTH, RANGE 17 EAST, BOISE MERIDIAN, BLAINE COUNTY, IDAHO.

SECTION 13; All that portion of the SW1/4 SE1/4, more particularly described as follows:

BEGINNING at the Northeast corner of said SW1/4 SE1/4; thence
N. 89° 12' W., 700.00 feet; thence
S. 00° 14' E., 84.00 feet; thence
S. 59° E., 90.00 feet; thence
S. 34° E., 110.00 feet; thence
S. 29° E., 265.00 feet to the TRUE POINT OF BEGINNING; thence
N. 29° W., 119.00 feet; thence
S. 62° 30' W., 138.00 feet; thence
S. 30° E., 144.00 feet; thence
S. 32° E., 26.00 feet; thence
Northeastly along a straight line to a point which lies S. 42° E., 62.00 feet from the
TRUE POINT OF BEGINNING; thence
N. 42° W., 62.00 feet from the TRUE POINT OF BEGINNING.

Initial
LD

STATE OF CALIFORNIA }
COUNTY OF ORANGE } ss

On AUGUST 30, 1993 before me LAURIE J. ORR

personally appeared LISA A. DICK

_____ personally known to me (or proved

to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within

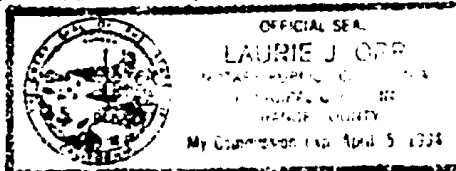
instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies),

and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the

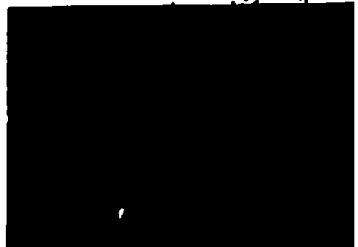
person(s) acted, executed the instrument

WITNESS my hand and official seal

Signature *Laurie J. Orr*



(This area for official notarial seal)



3008 (1/93) - (General) First American Title Company



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: January 12, 2024

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:

- (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 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. 24492627
State: ID
County: Blaine

<u>Guarantee No.</u>	<u>Liability</u>	<u>Date of Guarantee</u>	<u>Fee</u>
G-2222-000090265	\$1,000.00	January 12, 2024 at 7:30 a.m.	\$200.00

Name of Assured:

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):**

TOWNSHIP 4 NORTH, RANGE 17 EAST, BOISE MERIDIAN, BLAINE COUNTY, IDAHO:

Section 13; all that portion of the SW1/4 SE 1/4, more particularly described as follows:

BEGINNING at the Northeast corner of said SW % SE %; thence
N. 89° 12' W., 780.60 feet; thence
S. 00° 14' E., 84.00 feet; thence
S. 59° E., 90. 00 feet; thence
S. 34° E. 110. 00 feet; thence
S. 29° E. 265. 00 feet to the TRUE POINT OF BEGINNING; thence
N. 29°W., 119. 00 feet; thence
S. 62° 30' W., 138.00 feet; thence
S. 30° B, 144.00 feet; thence
S. 32° E., 26.00 feet; thence
Northeasterly along a straight line to a point which lies S. 42° E., 62.00 feet from the TRUE POINT OF BEGINNING; thence
N. 42°W., 62.00 feet from the TRUE POINT OF BEGINNING.

Also known as Tax Lot 4271

Note: The County Assessor states the legal description needs more information in order to draw out correctly, specifically in regards to the 2nd to last call.

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

Deed Type: Grant Deed

Grantors: Richard Dick as Personal Representative of the Estate of Joan Marion Dick, deceased

Grantees: John A. Dick, a married man, as his sole and separate property, as to an undivided 50% interest and Marianne H. Dick, a single woman, as to an undivided 50% interest as tenants in common

Recorded Date: September 9, 1993

Instrument: 356594

[Click here to view](#)

Deed Type: Grant Deed
Grantors: Lisa A. Dick, wife of grantee
Grantees: John A. Dick, a married man, as his sole and separate property
Recorded Date: September 9, 1993
Instrument: 356595
[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:

560 Wood River Dr, Ketchum, ID 83340

2. Taxes, including any assessments collected therewith, for the year 2023 for which the first installment is paid, and the second installment is due and payable on or before June 20, 2024.

Parcel Number: [RPK4N170132210](#)

Original Amount: \$11,906.02

NOTE: A property tax reduction (which reduction is shown as a credit on the property tax notice) was given in the amount of \$130.68. This property tax relief was appropriated by the Legislature, according to House Bill 292. The above tax amount does not reflect this reduction.

3. The land described herein is located within the boundaries of the City of Ketchum and is subject to any assessments levied thereby.
4. Reservations and exceptions in a United States Patent, and in the act authorizing the issuance thereof, recorded April 3, 1950 as Instrument No. [97003](#), records of Blaine County, Idaho.
5. 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.
6. Right, title and interest of Marianne H. Dick, as Trustee of The Marianne H. Dick Living Trust established January 13, 2000, whose interest is disclosed by reason of a deed recorded as Instrument No. [503208](#), records of Blaine County, Idaho. **This deed is not being recognized by the county due to the legal hold on the property.**

Sun Valley Title
By:



Nick Busdon, Authorized Signatory

File No. 24492627

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-2222-000090265

Name of Assured:

Date of Guarantee: January 12, 2024

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:

John A. Dick, a married man, as his sole and separate property, as to an undivided 50% interest and Marianne H. Dick, a single woman, as to an undivided 50% interest as tenants in common

Sun Valley Title
By:



Nick Busdon, Authorized Signatory

File No. 24492627

SCHEDULE B

Exceptions:

NONE