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## AGENDA

### PLANNING & ZONING COMMISSION REGULAR MEETING CITY OF MOUNTAIN HOME, ELMORE COUNTY, IDAHO 160 South 3<sup>rd</sup> East Street

Live Stream Viewing: <https://www.youtube.com/c/MountainHomeIdaho>

**Tuesday, March 18, 2025, at 5:30 PM**

- I ESTABLISH A QUORUM**
- II APPROVE MINUTES**  
\*March 4, 2025
- III RECOGNIZING PERSONS NOT ON THE AGENDA**
- IV CONFLICT OF INTEREST/EX-PARTE CONTACT DECLARATIONS**  
\* Does any Commissioner, Commissioner's employer, or Commissioner's family member have an economic interest in any matter on the agenda? (Idaho Code 67-6506)  
\* Have any Commissioners received communications or engaged in discussions regarding matters on this agenda outside of this meeting?
- V PUBLIC HEARING AND ACTION**  
\*None
- VI NEW BUSINESS**  
\*Action Item-Preliminary Plat Extension Request – Axtell Subdivision  
Dan Sharp, of Noesis Engineering, on behalf of Sharolynn Hammond is requesting approval of a preliminary plat extension for Axtell Subdivision (PZ-24-7) Axtell Subdivision is a 55 and over subdivision proposed to consist of 40 lots, including 29 single-family lots, eight duplex lots, and three common lots. The development will provide a total of forty-five housing units at complete build-out.  
**Application: PZ-25-5**
- VII OLD BUSINESS**  
\*Discussion - Land Use Chart Proposed Changes
- VIII DEPARTMENT HEAD ITEMS**  
\* Monthly Building Permit Report – February 2025  
\*Monthly Code Enforcement Report – February 2025  
\*Monthly GIS Report – February 2025
- IX ITEMS REQUESTED BY COMMISSIONERS/STAFF**
- X FINAL COMMENTS**
- XI ADJOURN**

P & Z / COUNCIL MAY REVIEW ALL PLATS AT CITY HALL AND DISCUSS  
ALL ITEMS OF BUSINESS WITH STAFF AT CITY HALL PRIOR TO MEETING

**More Information or Questions contact Community Development Department.  
Anyone desiring accommodation for disabilities should contact the City Clerk's Office  
at 208-587-2104 by at least 9:00 AM the morning of the public meeting.**



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**MINUTES OF THE PLANNING AND ZONING COMMISSION REGULAR MEETING  
CITY OF MOUNTAIN HOME, ELMORE COUNTY, IDAHO**

**Live Stream Viewing:**

<https://www.youtube.com/c/MountainHomeIdaho>

**Tuesday, March 4th, 2025, at 5:30 PM**

**ESTABLISH A QUORUM**

Chairperson Kristopher Wallaert noted a quorum present and called the March 4, 2025, Regular Meeting of the Planning and Zoning Commission to order. Attending were Planning and Zoning Commission Members, William Roeder, and Rob McCormick. Kristopher Wallaert, and Cristina Drake was not in attendance.

Staff members attending were Senior City Planner Brenda Ellis, City Planner Nicole Coffey. Legal Counsel Geoff Schoeder was not in attendance.

**MINUTES**

\*February 18, 2025

\*February 20, 2025

Commission Member William Roeder made a motion to approve the February 18, 2025, and February 20, 2025, minutes. Commission Member Rob McCormick seconded the motion. All in favor; aye. The motion passed by a unanimous vote.

**RECOGNIZING PERSONS NOT ON THE AGENDA**

Helen Gonzales is trying to put a manufactured home on her property on Bradford. She would like to tear down the house that is currently there and replace with the manufactured home. The information that was given to her is if she is doing over \$10,000 in repairs she would need to put in curb, gutter and sidewalk including half the asphalt for the road. The property is on a corner lot. The manufactured home will go right back into the same place the current house is located and use the same water and sewer lines. Helen is questioning putting asphalt in on the road. Senior City Planner Brenda Ellis suggested Helen and her contractor come in and have a meeting with her, Chris from Public Works, and Hank with Building Department.

Don Gust he was supporting Helen Gonzales saying she should be able to do what she wants on her property. The roads are all new on Dogwood Cir. He hopes people know how to use the equipment. Helen is using her retirement and that we are messing with it. We should be focusing on other people's sidewalks instead of making her do those changes. Don was recommended to talk to city council about his concerns since they can do more then the Planning and Zoning Commission. Don said he has been locating lines with Dig Line and everything goes through him because of what the city has been doing. Well at least around Helen's area.

**CONFLICT OF INTEREST DECLARATION**

- \* Does any Commissioner, Commissioner's employer, or Commissioner's family member have an economic interest in any matter on the agenda? (Idaho Code 67-6506) - None
- \* Have any Commissioners received communications or engaged in discussions regarding matters on this agenda outside of this meeting? – None

## **PUBLIC HEARING AND ACTION**

**\*None**

## **NEW BUSINESS**

**\*None**

## **OLD BUSINESS**

### **\*Discussion - Land Use Chart Proposed Changes**

There was a discussion regarding that condominium will be removed from the land use chart, but the definition will still be available.

There was a discussion regarding what we talked about at the prior Planning and Zoning Meeting.

There was a discussion regarding in each zone what is permitted, conditional, and not allowed.

There was a discussion regarding town houses.

There was a discussion regarding Planned Unit Development.

There was a discussion regarding dwelling commercial/mixed use.

There was a discussion regarding zone LO/R.

## **DEPARTMENT HEAD ITEMS**

**\*None**

## **ITEMS REQUESTED BY COMMISSIONERS/STAFF**

**\*None**

## **ADJOURN**

Chairperson Kristopher Wallaert adjourned the meeting at 6:34 p.m.

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Chair



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March 4, 2025

*Re: Preliminary Plat Extension Request – Axtell Subdivision – PZ-24-7*

Planning & Zoning Commission,

Before you is a request for a preliminary plat extension. Dan Sharp has submitted a request for a preliminary plat extension on behalf of Sharolynn Hammond for the Axtell Subdivision. Axtell Subdivision is an R-4 Planned Unit Development providing The Axtell Subdivision is proposed to consist of 40 lots, including 29 single-family lots, eight duplex lots, and three common lots. The development will provide a total of forty-five housing units at complete build-out. Per City Code 9-16-10 (J), the Planning & Zoning Commission may grant a one-year extension on an approved Preliminary Plat, with the provision that the request for extension is applied for thirty (30) days before expiration. The request was made thirty (30) days prior to expiration date as required.

*9-16-10(J) Approval Period: Failure to file and obtain the certification of the acceptance of the final plat application by the administrator within one year after action by the commission shall cause all approvals of said preliminary plat to be null and void, unless a one year extension of time is applied for, thirty (30) days before the expiration, by the subdivider and granted by the commission. A preliminary plat may be extended one time only, after which it shall be resubmitted to the administrator and the commission.*

The application submittal of the Axtell Subdivision Preliminary Plat was submitted by Dan Sharp of Noesis Engineering on February 26, 2024. A public hearing was held on April 2, 2024, and again on April 16, 2024, before the Planning & Zoning Commission and formal approval of the Findings of Fact were signed and dated June 4, 2024. (see Attachment “A” for Findings of Fact). The Recommendation from Planning and Zoning went before the City council for approval on June 11, 2024. Formal approval of the Findings of Fact by City Council was signed and dated July 24, 2024. (see Attachment “B” for Findings of Fact). This development also received approvals for Annexation (PZ-23-68 ANX), Planned Unit Development (PZ-23-67 PUD), and Development Plans (PZ-24-43 DevPlans).

The applicant is requesting the extension of the Axtell Subdivision Preliminary Plat, due to weather-related delays and challenges in securing contractors who meet the client’s quality criteria. Additionally, road construction cannot proceed until the ground is dry and snow-free. Construction staking is scheduled for April with infrastructure completion expected by July. Final Plat submittal will be done by September of 2025.



If approval of the extension is granted the new expiration date for the Preliminary Plat for Axtell Subdivision is June 4, 2026.

For your consideration.

Brenda Ellis  
City of Mountain Home  
Senior City Planner

Attachment A – PZ FOF W/PUD Agreement  
Attachment B – CC FOF  
Attachment C – Preliminary Plat

**EXHIBIT A**

**BEFORE THE PLANNING AND ZONING COMMISSION  
OF THE CITY OF MOUNTAIN HOME**

<b>IN RE:</b>	)	
	)	
<b>Sharolynn Hammond</b>	)	<b>DECISION AND</b>
<b>Axtell Subdivision</b>	)	<b>RECOMMENDATION</b>
<b>Preliminary Plat</b>	)	
<b>Applicant.</b>	)	
	)	
<b>PPLAT, PZ-24-7</b>	)	
	)	
	)	

This matter came before the Planning and Zoning Commission of the City of Mountain Home, Idaho, on April 2, 2024, for a public hearing held pursuant to notice as required by law on a request for approval of a preliminary plat of certain real property that is within the corporate boundaries of the City of Mountain Home, Idaho. The notice of public hearing was given as required by law. The matter was tabled by the Commission by a motion to the April 16, 2024, Planning and Zoning meeting, to provide an amended preliminary plat consistent with the legal description and time for the applicant to resolve the issue with an adjacent property owner of parcel number RP03S06E368050 regarding structures built across and onto a shared boundary line. At the April 16, 2024, meeting the applicant having provided an amended plat and having reached an agreement with the adjacent owner, and having heard from the Applicant in support of the application and having one (1) members of the public express concerns, the Commission, being fully advised in the matter, having adopted the staff report as part of its deliberation, issues findings and recommendations as follows:

**FINDINGS OF FACT**

1. The applicant has applied for the preliminary platting of the real property that is legally described in Exhibit B, which is attached hereto.
2. The owner of the real property for which preliminary platting is sought has requested in writing that the property be preliminary platted.
3. The proposed "Axtell Subdivision Preliminary Plat" consists of approximately 3.53 acres and would include the following:
  - a. Forty (40) lots overall, including:
    - i. Twenty-nine (29) single-family lots;
    - ii. Eight (8) duplex lots; and
    - iii. Three (3) common lots

- iv. The proposed development will consist of Forty-five (45) dwellings at the completion of the development.
- 4. Notice of public hearing has been given as required by law.
- 5. As required by Idaho and City Code, a public hearing was held regarding the request.
  - a. One (1) member of the public spoke regarding their concerns about:
    - i. Security Fencing abutting their property.
      - a. Staff confirmed that the PUD stipulated that fencing will be installed along the north, south, and east boundaries of the subdivision.
  - b. Applicant submitted a preliminary plat that was not consistent with the legal description in anticipation of acquiring additional land on the southerly boundary line that was not owned by the applicant at the time of submittal of the Planned Unit Development and submittal of the preliminary plat.
    - i. Applicant modified the preliminary plat with boundary lines consistent with the legal description on the warranty deeds eliminating the area not owned by the applicant.
  - c. There was a conflict with adjacent property wherein the adjacent landowner had constructed accessory structures and a well over boundary lines onto the applicant's parcel.
    - i. Applicant has reached an agreement with the adjacent parcel owner to remove the structure to a location within the proper boundary line and to connect the well at a different location within the boundary of the adjacent parcel owner's boundary.

6. City Staff Confirmed that the proposed preliminary plat and associated development comply with City Code 9-16-10 Preliminary Plat requirements, and the Planned Unit Development Agreement, of which conforms to Chapter 9, Section 19, Residential Planned Unit Development Design Standards.

7. Further, City Staff and the Commission have considered the following per 9-16-10 of the Mountain Home City Code concerning preliminary plats:

- a. The availability of public services to accommodate the proposed development.
  - i. Staff confirmed that there are sufficient public services to accommodate the proposed development.



- b. The continuity of the development with the capital improvement program.
  - i. Staff confirmed that the proposed development does not interfere with the current capital improvement program.
- c. The public financial capability of supporting services for the proposed development.
  - i. Staff confirmed they do not foresee any issues with supporting services being able to accommodate the proposed development.

Based on the foregoing FINDINGS OF FACT, the City of Mountain Home Planning and Zoning Commission hereby makes the following:

### **CONCLUSIONS OF LAW**

- 1. The notice and hearing requirements of Idaho Code Section 67-6509(a) have been met.
- 2. The action taken herein does not violate Chapter 80 of Title 67 of the Idaho Code, the Idaho Regulatory Takings Act.
- 3. The applicant has met the requirements of Mountain Home City Code 9-16-10 and 9-19.
- 4. The requested preliminary plat is consistent with the City's Comprehensive Plan.
- 5. The Planning & Zoning Commission voted 3-0 in favor of recommending approval of the request.

Based on the forgoing CONCLUSIONS OF LAW, the City of Mountain Home Planning and Zoning Commission hereby enters the following:

### **DECISION AND RECOMMENDATION**

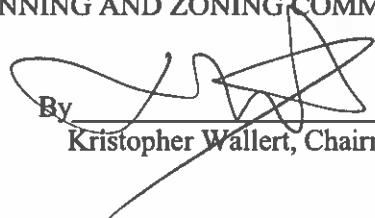
The Planning and Zoning Commission hereby recommends that the application (PZ-24-7) to approve the requested preliminary plat "Axtell Subdivision" Exhibit A, located as described in Exhibit B, in the City of Mountain Home, Idaho, should be approved and granted by the City Council under the following conditions:

- 1. Subject to site plan amendments as required by Building, Public Works, Fire, and Zoning Officials to comply with applicable City Codes and standards.
- 2. All future development will comply with the uses and bulk & coverage controls of the R-4 Zoning District and the proposed Axtell Subdivision Planned Unit Development (PZ-23-67) Exhibit C.

3. Failure to file and obtain the certification of the acceptance of the final plat application by the administrator within one year after action by the Commission shall cause all approvals of said preliminary plat to be null and void unless a one-year extension of time is applied for, thirty (30) days before the expiration, by the subdivider and granted by the Commission. A preliminary plat may be extended one time only, after which it shall be resubmitted to the administrator and the Commission.
4. Before the Final Plat is recorded, the Applicant shall receive all necessary approvals regarding water and sewer infrastructure from the Central Health District.
5. All development regarding this application will be subject to the City of Mountain Home's ability to provide municipal water services.

DATED this 4th day of June 2024.

CITY OF MOUNTAIN HOME  
PLANNING AND ZONING COMMISSION

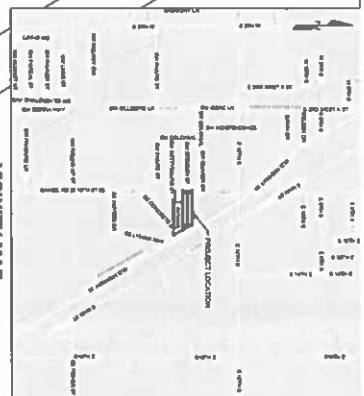
By   
Kristopher Wallert, Chairman

ATTEST:

  
Brenda Ellis, Senior City Planner

ELMORE COUNTY IDAHO  
NW¼ OF THE 26X OF SECTION 36 TOWNSHIP 3 SOUTH,  
RANGE 6 EAST BOISE PRINCIPAL MERIDIAN IDAHO

GOVERNMENT  
1000 S. 10TH ST.  
MINNEAPOLIS, MN 55404



CLIMATE TABLE			
CLIMATE	WIND SPEED	WIND DIRECTION	WIND FREQUENCY
CLIMATE 1	10.0	10.0	10.0
CLIMATE 2	10.0	10.0	10.0
CLIMATE 3	10.0	10.0	10.0
CLIMATE 4	10.0	10.0	10.0
CLIMATE 5	10.0	10.0	10.0
CLIMATE 6	10.0	10.0	10.0
CLIMATE 7	10.0	10.0	10.0
CLIMATE 8	10.0	10.0	10.0
CLIMATE 9	10.0	10.0	10.0
CLIMATE 10	10.0	10.0	10.0

EXISTING SITE PLAN


1. TOTAL LOTS - 4
2. TOTAL LOTS - 4
3. TOTAL SUBDIVISION AREA - 2.6AC
4. TOTAL AREA OF IMPROVEMENTS - 1.5 AC
5. ZONING FOR ALL LOTS: RM
6. EXISTING USE - SINGLE FAMILY RESIDENTIAL
7. PROPOSED USE - RESIDENTIAL SINGLE FAMILY AND TWO-FAMILY
8. UTILITIES - PUBLIC UTILITIES ALONG NEW PRIVATE ROAD, SUGAR LAKE
9. NEIGHBORHOODS -
10. NEIGHBORHOODS -
11. FRONT ST -
12. REAR - 10'
13. TYPICAL PROPOSED BUILDING SIZES -
14. RESIDENTIAL SINGLE FAMILY - 700 SF
15. RESIDENTIAL SINGLE FAMILY - 1600 SF
16. CLUBHOUSE - 7000 SF
17. NO VARIANCES THIS IS PER THE PLANNED LANT DEVELOPMENT PLAN
18. DEVELOPMENT PLANS TO CONNECT TO THE WATER LINE (WATER DOWNS ROAD WILL BE IMPROVED AND IMPROVED TO THE CITIES EXISTING STANDARDS).

PRELIMINARY  
 NOT FOR  
 CONSTRUCTION,  
 FOR REVIEW  
 ONLY.

PRELIMINARY PLAT

C-101

SHEET 7 OF 1

 ALWAYS THINK SAFETY

**AXTELL SUBDIVISION LLC**

30 BE AXTELL CIR MOUNTAIN HOME, ID 83647

24011

[illegible]

Exhibit B

**LEGAL DESCRIPTION of PROPERTY**

**EXHIBIT A**

**LEGAL DESCRIPTION:** Real property in the County of Elmore, State of Idaho, described as follows:

**Tract I:**

Township 3 South, Range 6 East, Boise Meridian, Elmore County, Idaho  
Section 36: Commencing 734 feet South of the Northwest Corner of the Southeast Quarter, Section 36,

Township 3 South, Range 6 East, Boise Meridian, Elmore County, Idaho

Thence East 546 feet

Thence Southeasterly 334.85 feet along highway right of way

Thence West 708 feet

Thence North 20 feet

Thence East 185 feet

Thence North 125.25 feet

Thence West 185 feet

Thence North 146.5 feet to the Point of Beginning.

Save and except those portions used for roadway purposes. Also save and except the following described parcel:

A tract of land, situated in the Southeast Quarter of Section 36, Township 3 South, Range 6 East, Boise

Meridian, Elmore County, Idaho, more particularly described as follows, to-wit:

Beginning at the Northwest Corner of the Southeast Quarter of Section 36, Township 3 South, Range 6

East, Boise Meridian, and running thence South along the Quarter section line of said Section 36 a distance of 734 feet to a point, the Real Point of Beginning, running thence East 250 feet, to a point, running thence

South 80 feet, to a point, running thence

West 250 feet, to a point, running thence

North 80 feet, to a point, the Point of Beginning.

Save and except those portions used for roadway purposes.

Except any house trailer or mobile home located thereon.

**Tract II:**

A tract of land situated in the Southeast Quarter of Section 36, Township 3 South, Range 6 East, Boise

Meridian, Elmore County, Idaho, more particularly described as follows, to-wit:

Beginning at the Northwest Corner of the Southeast Quarter of Section 36, Township 3 South, Range 6

East, Boise Meridian, and running thence

South along the Quarter section line of said Section 36 a distance of 734 feet to a point, the Real Point of

Beginning, running thence

East 250 feet, to a point, running thence

South 80 feet, to a point, running thence

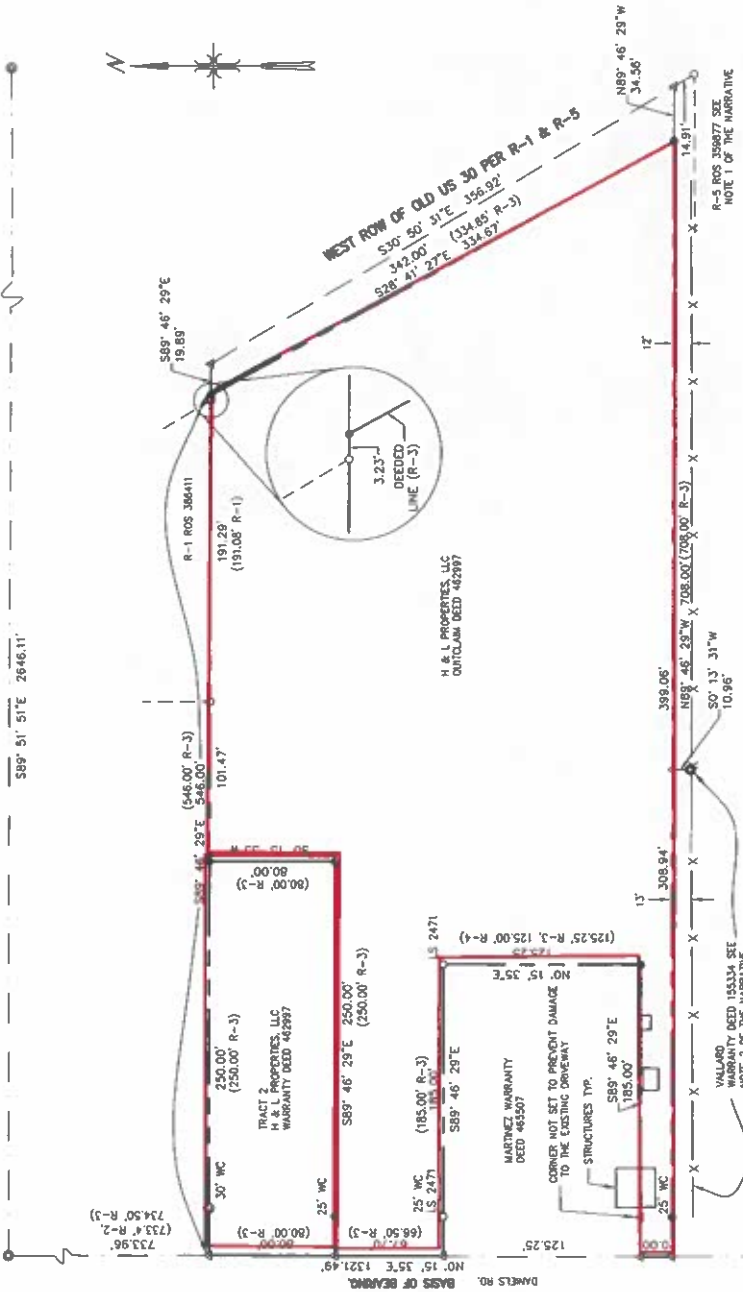
West 250 feet, to a point, running thence

North 80 feet, to a point, The Point of Beginning.

Save and except those portions used for roadway purposes.

C 1/4 CORNER  
SECTION 36  
CP&F NO. 463544

E 1/4 CORNER  
SECTION 36  
CP&F NO. 231575

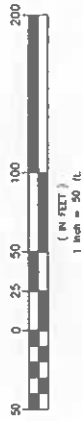


### REFERENCES R-#

REFERENCE IS MADE TO THE FOLLOWING:

- 1) RECORD OF SURVEY NUMBER 386411
- 2) WARRANTY DEED 380927
- 3) OUTCLAIM DEED 462997
- 4) WARRANTY DEED 465507
- 5) RECORD OF SURVEY 359877 WITH AFFIDAVIT OF CORRECTION 352948
- 6) WARRANTY DEED 155334

GRAPHIC SCALE



### CERTIFICATE OF SURVEYOR

THIS IS TO CERTIFY THAT I, ERIC HOWARD, BEING A PROFESSIONAL SURVEYOR IN THE STATE OF IDAHO, HAVE PERSONALLY AND INDEPENDENTLY MADE THE SURVEY HEREIN SHOWN, AND THAT THE REPRESENTATION OF A SURVEY AS MADE BY ME OR UNDER MY SUPERVISION, AND IS IN CONFORMITY WITH THE CORNER PERPETUATION AND PLUNG ACT - IDAHO CODE 55-1601 THROUGH 55-1613.



### RECORD OF SURVEY - BOUNDARY LINE AGREEMENT

FOR  
LONNIE MCDOONOUGH

A PARCEL OF LAND LYING IN THE SE 1/4 OF SECTION 36,  
T.35N, R.6E, B.M., ELMORE COUNTY, IDAHO.

**J.J. HOWARD**  
ENGINEERING & SURVEYING  
5803 N. State St., Ste. D / Boise, ID 83703  
PHONE: (208) 846-6017 FAX: (208) 846-8022

DATE	DESIGN BY	DATE	INDEX NO.
11/20/19	EJH	11/20/19	382-36-200
SCALE:	1"=50'		

201 LONNIE MCDOONOUGH

### NARRATIVE

THIS SURVEY WAS COMPLETED AT THE REQUEST OF THE PROPERTY OWNER, LONNIE MCDOONOUGH, FOR THE BOUNDARY LINE AGREEMENT. THE SURVEY WAS CONDUCTED ON 11/20/19. THE SURVEY AREA IS A PARCEL OF LAND LYING IN THE SE 1/4 OF SECTION 36, T.35N, R.6E, B.M., ELMORE COUNTY, IDAHO. THE SURVEY AREA IS A PARCEL OF LAND LYING IN THE SE 1/4 OF SECTION 36, T.35N, R.6E, B.M., ELMORE COUNTY, IDAHO. THE SURVEY AREA IS A PARCEL OF LAND LYING IN THE SE 1/4 OF SECTION 36, T.35N, R.6E, B.M., ELMORE COUNTY, IDAHO.

- 1) THERE APPEARS TO BE A GAP FROM THIS SURVEY AND BOUNDARY SET BY ROS 359877.
- 2) TALKING WITH MRS. VALLARD (PROPERTY OWNER TO THE SOUTH) SHE INDICATED HER PROPERTY WAS SURVEYED (NO RECORD WAS FOUND OR PRODUCED) SHE TOLD ME HER BOUNDARY IS THE APPROXIMATE FENCE LINE BUILT BY HER HUSBAND AND THE 3/4" IRON PIN SET BY SAID UNDOCUMENTED SURVEY. THIS POSSESSION LINE IS IN CONFLICT WITH HER DEED. WARRANTY DEED 155334 CALLS A POINT OF BEGINNING 1027 FEET SOUTH OF THE CENTER 1/4 CORNER. THE APPROXIMATE MEASURED DISTANCE TO HER POSSESSION LINE IS 1040' SOUTH OF THE CENTER 1/4 CORNER.

### LEGEND

- SECTION LINE
- ADJOINING DEED LINES
- THE LINES
- EXISTING FENCE
- BOUNDARY LINE
- CALCULATED POINT-NOT SET
- FOUND 5/8" IRON PIN
- FOUND BRASS CAP
- FOUND 1/2" IRON PIN
- SET 1/2" X 24" IRON PIN W/ CAP
- FOUND 3/4" IRON PIN

201 LONNIE MCDOONOUGH  
JENNIFER ESSL, Recorder  
KENNEDY, Dopier

**AXTELL SUBDIVISION LLC  
55 Years and Up  
Planned Unit Development Agreement**

THIS AGREEMENT is made effective this 15<sup>th</sup> day of December, 2023, by and between the CITY OF MOUNTAIN HOME, IDAHO, a municipal corporation organized pursuant to the laws of the State of Idaho, of P. O. Box 10, Mountain Home, Idaho 83647, hereinafter referred to as the "City," and Axtell Subdivision, LLC., an Idaho limited liability company, hereinafter referred to as the "Owner".

WHEREAS, the owner owns and desires to develop certain real property located in the City of Mountain Home, Idaho, Elmore County Tax Assessor Parcel Numbers RP03S06E368070A and RP03S06E368080A, consisting of Tract I & II, the "Property", which is legally described in Exhibit A, attached hereto and incorporated herein by this reference.

WHEREAS, the owner desires to develop the property into a 55 Years Plus Community consistent with the Axtell Subdivision Site Master Plan (the "Masterplan"), which is attached hereto as Exhibit B, and incorporated herein by this reference.

WHEREAS, this Development Agreement intends to ensure the Property is developed in a manner consistent with Mountain Home's City Code; and

WHEREAS, the Owner has agreed to the development standards set forth herein upon the use and development of the Property with the requirements outlined in this Development Agreement; and

WHEREAS, the Axtell Planned Unit Development is proposed to be an attractive residential community providing the following:

- (42) individual lots which will consist of the following:
  - The Clubhouse will be built on Lot 41 (72.625' deep X 57' wide) and will be owned by the HOA for all of the residents. The building will be 780 square feet and will have a kitchen unit for parties, a workout room, an entertainment room for movies and games, an office and 1 Handicap bathroom. Outside there will be a pickle ball court, Picnic Area and BBQ Pit. One handicap parking spot as well as 13 regular parking spaces will be provided. Clubhouse will meet all required setbacks. Mailbox will be located next to Clubhouse (per Postmaster's approval), so residents can pull into parking spaces to retrieve their mail.
  - 9 Duplex Dwellings will be built on the following lots:
    - Lots 1 thru 7, will be 72' width X 73' 3" depth
    - Lot 24 will be 72' width X 135' 3" depth at its longest point. It will have 6,693 square feet total.
    - Lot 34 will be 110' width along the South border X 72' 7.5" depth minus ½ the roadway. The square footage of the actual lot is 5,739.

- Duplexes will meet all required setbacks. There will be 6 designated parking spaces (9' X 18') for each Duplex. They will be built of quality materials and craftsmanship and all plans will be turned into the City for approval and building permits. They will meet all applicable city codes.
- 29 Single-family Dwellings will be built on the following lots:
  - Lot 8 will be 42' width X 73' 3" depth.
  - Lots 10 thru 23 will be 39' width X 73' 3" depth.
  - Lots 25 thru 32 will be 39' width X 72' 7.5" depth.
  - Lots 35 thru 40 will be 39' width X 72' 7.5" depth.
  - Single family dwellings will meet all required setbacks. There will be 3 designated parking spaces (9' X 18') for each dwelling. They will be built of quality materials and craftsmanship and all plans will be turned into the City for approval and building permits. They will meet all applicable city codes.
- HOA lots are as follows:
  - Lot 9 Water retention 5,959 sq. ft.
  - Lot 33 Roadway 3,700 sq. ft
  - Lot 41 Clubhouse
  - Lot 42 Water Retention & Dog Park 13,025 sq. ft.

All of these lots will be owned by the HOA and will be designated for Community Space.

- A 20' wide road will wrap through the community with a 15 mile per hour speed limit that will be strictly enforced. The road will be private and each lot line will go to the center of the road. The road, HOA Lots and clubhouse will be maintained by the HOA as spelled out in the HOA By-Laws and CC&R's to be developed by Axtell Subdivision LLC (Owner) and reviewed and approved by City of Mountain Home with Final Plat Approval.
- Walkable, family-oriented residential community with a club house, Pickle Ball Court BBQ area/Picnic area and a pet park for residents use and enjoyment.
- Water Conservation Landscaping improvements throughout the site and perimeter utilizing drought resistant native grasses, flowers, and trees maintained by Owner of each individual lot or by the HOA for their lots. All landscaping will be done according to City code.
- Exceptional pedestrian connectivity to public rights-of-way and resident amenities maintained by HOA.

NOW, THEREFORE, IN CONSIDERATION of the covenants and conditions set forth herein, the parties agree as follows:

1. Construct to City Standards: Owner agrees that all improvements required by this Agreement or by City codes shall be built to City standards or to the standards of any applicable public agency providing service to the development, adhering to all City policies and procedures; including, but not limited to the sanitary sewer improvements, water lines, fire hydrants, flood works, stormwater management and roads, unless otherwise exempted in the proposed Planned Unit Development



or this Agreement. Water Line will be looped through the North entrance off Daniels Road and exit the South entrance off Daniels Road.

1. **Applicable Standards:** The Owner agrees that all laws, standards, policies, and procedures regarding public improvement construction that the Owner is required to comply with or otherwise meet according to this Agreement or City codes shall be those in effect when construction is commenced. If Owner fails to comply with applicable laws while constructing improvements, public or otherwise, on the lands subject to this Agreement, Owner consents to suspension of issuance of building permits or denial of certificates of occupancy until such compliance is attained.
1. **Covenant to Run with the Land:** The covenants herein to be performed by Owner shall be binding upon Owner and Owner's heirs, assigns, and successors in interest, and shall be deemed to be covenants running with the land.
2. **Severability:** Should any provision of this Agreement be declared invalid by a court of competent jurisdiction; the remaining provisions shall continue in full force and effect and be interpreted to effectuate the purposes of the entire Agreement to the greatest extent possible.
3. **Merger and Amendment:** All promises and prior negotiations of the parties merge into this Agreement. The parties agree that this Agreement shall only be amended in writing and signed by both parties. The parties agree that this Agreement shall not be amended by a change in law. The parties agree that this Agreement is not intended to replace any other requirement of City Code and that its execution shall not constitute a waiver of requirements established by City ordinance or other applicable provisions of law.
4. **Allowed Land Use Permitted by Right:**
  - a. **Residential Area:**
    - 4.a.i. Single-Family Dwellings Residential
    - 4.a.ii. Multi-Family Duplex Residential
    - 4.a.iii. One Amenity Lot for the Club House.
    - 4.a.iv. No on street parking will be allowed.
5. **Development Schedule:** It is the intent of the Applicant/Owner to commence site development immediately after engineering and plat approval. Final plat approval will be obtained within 12 months of P & Z and City Council approval. It is the developers intention to get plat approval immediately and start developing the infrastructure in the spring of 2024 with the goal of completing all earthwork and horizontal infrastructure improvements no later than Twelve Months after Final Plat approval. The preliminary plat approval shall become null and void if the applicant fails to either 1) obtain the City Engineer signature on a final plat within Twelve Months; or 2) obtain approval of a time extension of Six months from City

Council. Construction of dwellings shall commence immediately after infrastructure improvement and continue at a pace driven by market absorption.

6. **Subdivision Design Standards:** All future development and improvements shall conform to the standards and regulations of Mountain Home City Code Title 9 – Chapter 16 – Section 13: Subdivision Design Standards for the area designated as “Axtell Subdivision PUD”, or as amended, and all references to other sections therein except for the following:
  - a. **Street Right of Way Widths:**
    - 6.a.i. **Axtell Circle:** This is a private Drive 20’ in width and has a 2’ curb and gutter on both sides with a 5’ sidewalk on one side of the roadway.
    - 6.a.ii. 16% of site paved or crushed paving road.
    - 6.a.iii. Maintenance of the private drive will be the responsibility of the Axtell Subdivision HOA
  - b. **Mailboxes**
    - 6.b.i. The development shall provide cluster mailboxes as indicated on the Site plan as lot 34 or as approved by the local postmaster and Public Works Director along with a turnout so as not to impede traffic or put pedestrians in harms way.
  - c. **Easements/Utility and Drainageway**
    - 6.c.i. Unobstructed utility easements of 12’ on each side of the road shall be provided consistent with the PUD Application. Easements of greater width may be required along lines across lots or along boundaries where necessary for surface drainage or the extension of main sewers or other utilities. Stormwater will be retained on the development as indicated on the attached proposed plat.
    - 6.c.ii. Storm drainage will run through buried culvert down one side of the road with proper grates located per engineering specification and flowing to the water retention areas of Lots 9 & 43.
  - d. **Lots/Blocks:**
    - 6.d.i. **Lots**
      - 6.d.i.1. Corner lots shall NOT BE REQUIRED to be twenty percent (20%) greater in size than the minimum lot size for the zoning district.
      - 6.d.i.2. At the time of platting, corner lots ARE NOT required to be larger to accommodate setbacks for two (2) street frontages.
      - 6.d.i.3. Lighting: Individually on each dwelling
      - 6.d.i.4. Density: 14 Dwellings per Acre
      - 6.d.i.5. Forty seven (47) total personal dwellings.
      - 6.d.i.6. 24% of site devoted to building coverage
      - 6.d.i.7. Thirty (30) foot maximum building height.
      - 6.d.i.8. Three Parking Spaces shall be provided on each Single Family Dwelling Lot and Six parking spaces for each

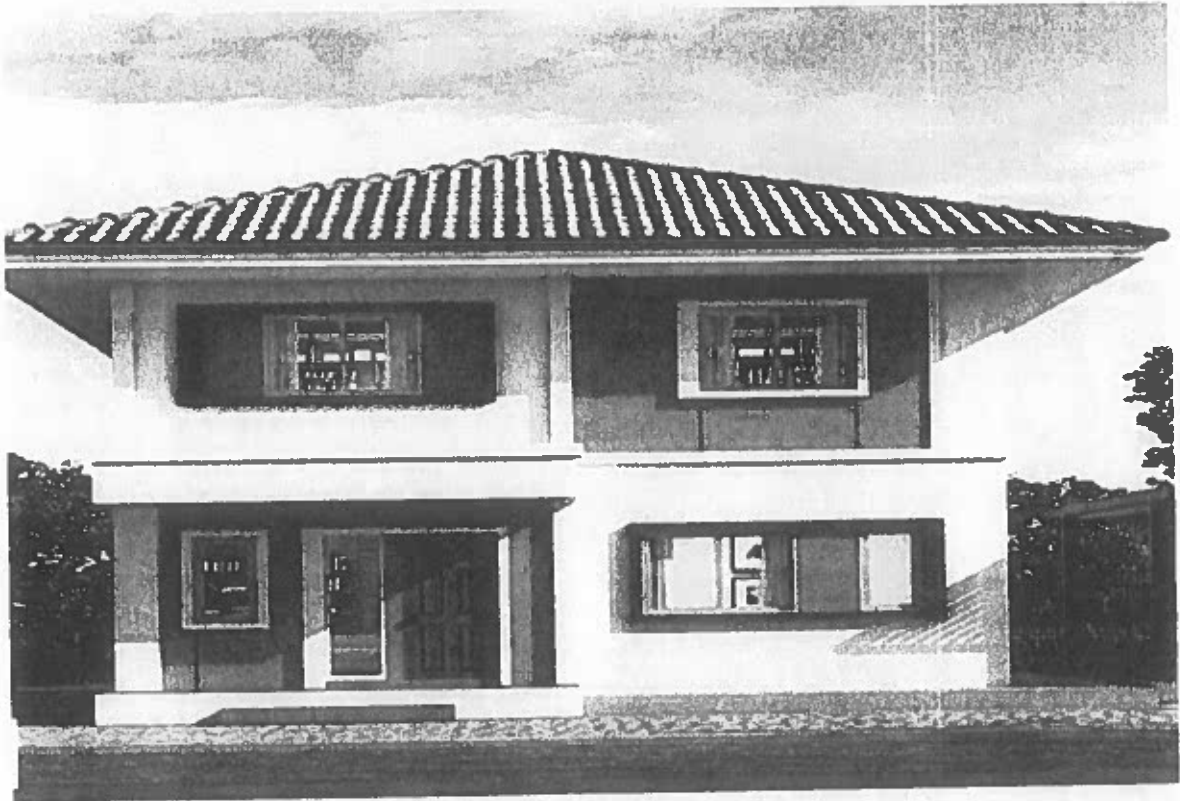
Duplex Dwelling Lot and Sixteen parking spaces for the clubhouse. All parking spaces will be 9' X 18'.

- e. Buffer and screening
  - 6.e.i. Six (6) foot high fence to provide screening/privacy on the North, East and South property lines
- f. Public Spaces, Open Spaces, & Amenities
  - 6.f.i. The Owner shall construct and provide the following, as shown on the Concept Site Masterplan:
    - 6.f.i.1. Three (3) Lots will be used for private tenant community spaces that combined are a minimum of 19,000 gross square feet for water retention and the private use and enjoyment of community residents.
- 7. **Bulk & Coverage Standards; Setbacks:** All future development and improvements shall conform to the standards and regulations of Mountain Home City Code Title 9 – Chapter 7 –Section 6: Zoning Districts, (C) R-4 zone/residential zone for the area designated as “Axtell Subdivision PUD”, or as amended, and all references to other sections therein except for the following:
  - a. Minimum Lot Size: *2800 square feet instead of 5000*
  - b. Minimum Street Frontage: *39' linear lot street frontage instead of 50'*
  - c. Front yard setback: R-4 is 15 feet from property line per 9-7-8. Owner shall provide minimum 35'-0" front yard setback which includes 10' of road, 7' of curb/gutter/sidewalk and 18' parking space..
  - d. Street side yard setback: *5' side building setback instead of 12' and 5'.*
  - e. Rear yard setback: *R-4 is 15 feet from property line per 9-7-8. we request a variance from 15'-0" to 10'-0" rear yard setback at all rear yard setback locations.*
  - f. Maximum building height: *R-4 is 30 feet from grade per 9-7-8. Structures shall not exceed 30'-0" in height.*
- 8. **Residential Planned Unit Development Design Standards:** All future development and improvements shall conform to the standards and regulations of Mountain Home City Code Title 9 – Chapter 19 –or as amended, and all references to other sections therein except for the following:
  - a. Landscaping: Landscaping will be according to Mountain Home City Code for each lot. We will use drought resistant plants and trees.
  - b. Building Design:
    - 8.b.i. Conceptual building designs are included in pictures in this agreement. Final building designs shall be submitted to the building department for approval for building permits.
- 9. **Fiber Infrastructure Requirements:**

- a. The developer shall install fiber conduit, ducts, vaults, and handhold boxes as designed by the City and provided for by City standards for fiber installation at the time of construction. All such installations shall be subject to City inspection and require City approval before cable installation.
- b. Developer and/or Property owner shall designate on the required final plat and building site plan the locations where the fiber drop duct ends shall terminate. All installation of fiber duct and related infrastructure shall be installed according to the standards adopted by the City of Mountain Home and subject to inspection and approval by the City of Mountain Home before issuance of a certificate of occupancy.
- c. The developer shall pay all associated fiber development fees at the time building permits are pulled pursuant to the applicable city ordinance.

**10. Impact Fees:**

- a. Development impact fees shall be calculated at the time of building permit application and imposed at time of building permit issuance according to applicable City of Mountain Home impact fee ordinance.



11. *Future Development Agreement(s):*

This Planned Unit Development Agreement does not prohibit the City of Mountain Home from requesting additional development agreements concerning new or different infrastructure and public improvements that is not addressed in this Agreement or the approved Concept Site Masterplan, provided that nothing therein shall be construed to be an additional post-approval requirement for plat recording.

12. Enforcement - Attorney's Fees: Should either party require the services of legal counsel to enforce compliance with the terms of this Agreement, the prevailing party shall be entitled to its reasonable attorney's fees and related costs of enforcement.

**SIGNATURE PAGES FOLLOW**

**CITY OF MOUNTAIN HOME**

By:

Rich Sykes  
Rich Sykes, Mayor



**ATTEST**

Tiffany Belt  
Tiffany Belt, City Clerk

STATE OF IDAHO )

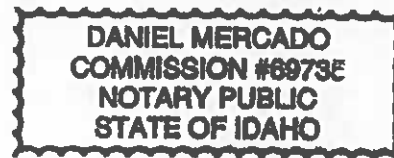
) ss.

County of Elmore )

On this 15<sup>th</sup> day of December, 2023, before me, the undersigned, a Notary Public in and for said state, personally appeared Rich Sykes and Tiffany Belt, known to me to be the Mayor and City Clerk, respectively, of the City of Mountain Home and the persons who executed the foregoing instrument and acknowledged to me that they executed this Agreement on behalf of the City of Mountain Home in their official capacity.

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

Daniel Mercado  
Notary Public for Idaho  
Residing at Mountain Home, Idaho.  
Commission Expires: 4-13-2029



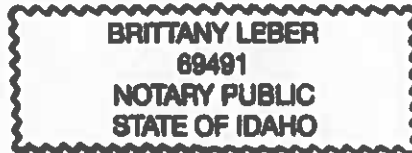
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OWNER:

Sharolynn Hammond

ACKNOWLEDGMENT

STATE OF Idaho )  
                                  ) ss.  
County of Canyon )



On this 9 day of January, <sup>2024</sup>~~2023~~, before me, the undersigned, a Notary in  
and for the State of Idaho, personally appeared ~~Leo Yasinski, Colton Yasinski~~, known or  
identified to me to be the persons who executed the foregoing instrument and  
acknowledged to me that they executed the same as Owner of the Property. → Sharolynn Hammond

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

Brittany Leber  
Notary Public for Idaho  
Residing at: Canyon  
Commission Expires 5/7/24

**BEFORE THE CITY COUNCIL  
OF THE CITY OF MOUNTAIN HOME**

<b>IN RE:</b>	)	
	)	
<b>Sharolynn Hammond</b>	)	<b>FINDINGS OF FACT</b>
<b>Axtell Subdivision</b>	)	<b>CONCLUSIONS OF LAW</b>
<b>Preliminary Plat</b>	)	
<b>Applicant.</b>	)	
	)	
<b>PPLAT, PZ-24-7</b>	)	
	)	
	)	

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This matter came before the City Council of the City of Mountain Home on or about June 11, 2024 following a decision and recommendation of the Planning and Zoning Commission which held a duly noticed public hearing on April 2, 2024 held pursuant to notice as required by law on a request for approval of a preliminary plat of certain real property that is within the corporate boundaries of the City of Mountain Home, Idaho. The matter was tabled by the Commission by a motion to the April 16, 2024, Planning and Zoning meeting, to provide an amended preliminary plat consistent with the legal description and time for the applicant to resolve the issue with an adjacent property owner of parcel number RP03S06E368050 regarding structures built across and onto a shared boundary line. At the April 16, 2024, meeting the applicant having provided an amended plat and having reached an agreement with the adjacent owner, and having heard from the Applicant in support of the application and having one (1) members of the public express concerns, the Commission, being fully advised in the matter, having adopted the staff report as part of its deliberation, issues findings and recommendations. The City Council, having adopted the staff report and the Commission's findings and having duly considered all of the evidence issues findings of fact, conclusions of law as follows:

**FINDINGS OF FACT**

1. The applicant has applied for the preliminary platting of the real property that is legally described in Exhibit B, which is attached hereto.



2. The owner of the real property for which preliminary platting is sought has requested in writing that the property be preliminary platted.

3. The proposed “Axtell Subdivision Preliminary Plat” consists of approximately 3.53 acres and would include the following:

a. Forty (40) lots overall, including:

- i. Twenty-nine (29) single-family lots;
- ii. Eight (8) duplex lots; and
- iii. Three (3) common lots
- iv. The proposed development will consist of Forty-five (45) dwellings at the completion of the development.

4. Notice of public hearing has been given as required by law.

5. As required by Idaho and City Code, a public hearing was held regarding the request.

a. One (1) member of the public spoke regarding their concerns about:

i. Security Fencing abutting their property.

a. Staff confirmed that the PUD stipulated that fencing will be installed along the north, south, and east boundaries of the subdivision.

b. Applicant submitted a preliminary plat that was not consistent with the legal description in anticipation of acquiring additional land on the southerly boundary line that was not owned by the applicant at the time of submittal of the Planned Unit Development and submittal of the preliminary plat.

i. Applicant modified the preliminary plat with boundary lines consistent with the legal description on the warranty deeds eliminating the area not owned by the applicant.

c. There was a conflict with adjacent property wherein the adjacent landowner had constructed accessory structures and a well over boundary lines onto the applicant’s parcel.

i. Applicant has reached an agreement with the adjacent parcel owner to remove the structure to a location within the proper boundary line and to connect the well at a different location within the boundary of the adjacent parcel owner’s boundary.

6. City Staff, the Commission, and this Council have confirmed that the proposed preliminary plat and associated development comply with City Code 9-16-10 Preliminary Plat requirements, and the Planned Unit Development Agreement, of which conforms to Chapter 9, Section 19, Residential Planned Unit Development Design Standards.

7. Further, City Staff, the Commission, and this Council have considered the following per 9-16-10 of the Mountain Home City Code concerning preliminary plats:

- a. The availability of public services to accommodate the proposed development.
  - i. Staff confirmed that there are sufficient public services to accommodate the proposed development.
- b. The continuity of the development with the capital improvement program.
  - i. Staff confirmed that the proposed development does not interfere with the current capital improvement program.
- c. The public financial capability of supporting services for the proposed development.
  - i. Staff confirmed they do not foresee any issues with supporting services being able to accommodate the proposed development.

Based on the foregoing FINDINGS OF FACT, the City Council for the City of Mountain Home hereby makes the following:

#### **CONCLUSIONS OF LAW**

1. The notice and hearing requirements of Idaho Code Section 67-6509(a) have been met.
2. The action taken herein does not violate Chapter 80 of Title 67 of the Idaho Code, the Idaho Regulatory Takings Act.
3. The applicant has met the requirements of Mountain Home City Code 9-16-10 and 9-19.
4. The requested preliminary plat is consistent with the City's Comprehensive Plan.
5. The Planning & Zoning Commission voted 3-0 in favor of recommending approval of the request.

Based on the forgoing CONCLUSIONS OF LAW, the City Council for the City of Mountain Home hereby enters the following:

### DECISION

The City Council by a unanimous vote hereby affirms the Planning and Zoning Commission's recommendation and approves application (PZ-24-7) to approve the requested preliminary plat "Axtell Subdivision" Exhibit A, located as described in Exhibit B, in the City of Mountain Home, Idaho under the following conditions:

1. Subject to site plan amendments as required by Building, Public Works, Fire, and Zoning Officials to comply with applicable City Codes and standards.
2. All future development will comply with the uses and bulk & coverage controls of the R-4 Zoning District and the proposed Axtell Subdivision Planned Unit Development (PZ-23-67) Exhibit C.
3. Failure to file and obtain the certification of the acceptance of the final plat application by the administrator within one year after action by the Commission shall cause all approvals of said preliminary plat to be null and void unless a one-year extension of time is applied for, thirty (30) days before the expiration, by the subdivider and granted by the Commission. A preliminary plat may be extended one time only, after which it shall be resubmitted to the administrator and the Commission.
4. Before the Final Plat is recorded, the Applicant shall receive all necessary approvals regarding water and sewer infrastructure from the Central Health District.
5. All development regarding this application will be subject to the City of Mountain Home's ability to provide municipal water services.

DATED this 24<sup>th</sup> day of July, 2024



CITY OF MOUNTAIN HOME

By

Rich Sykes, Mayor

ATTEST:

Tiffany Belt, City Clerk

### **NOTICE OF RIGHT TO APPEAL**

An applicant denied an application or aggrieved by a final decision or any affected person aggrieved by a final decision concerning matters identified in section [67-6521\(1\)\(a\)](#), Idaho Code, may within twenty-eight (28) days after all remedies have been exhausted under local ordinance seek judicial review under the procedures provided by [chapter 52, title 67](#), Idaho Code.

### **NOTICE OF RIGHT TO REQUEST REGULATORY TAKINGS ANALYSIS**

Please take notice of the applicant's right to request a regulatory taking analysis pursuant to section [67-8003](#), Idaho Code, the Idaho Regulatory Takings Act.

### **CERTIFICATE OF MAILING**

I hereby certify on this 24<sup>th</sup> day of July, 2024 a true and correct copy of the foregoing document with attachments was mailed by U.S. Mail to the following:

Emailed to:  
Brenda Ellis – Development Services Department  
Hank Patrick – Building Official

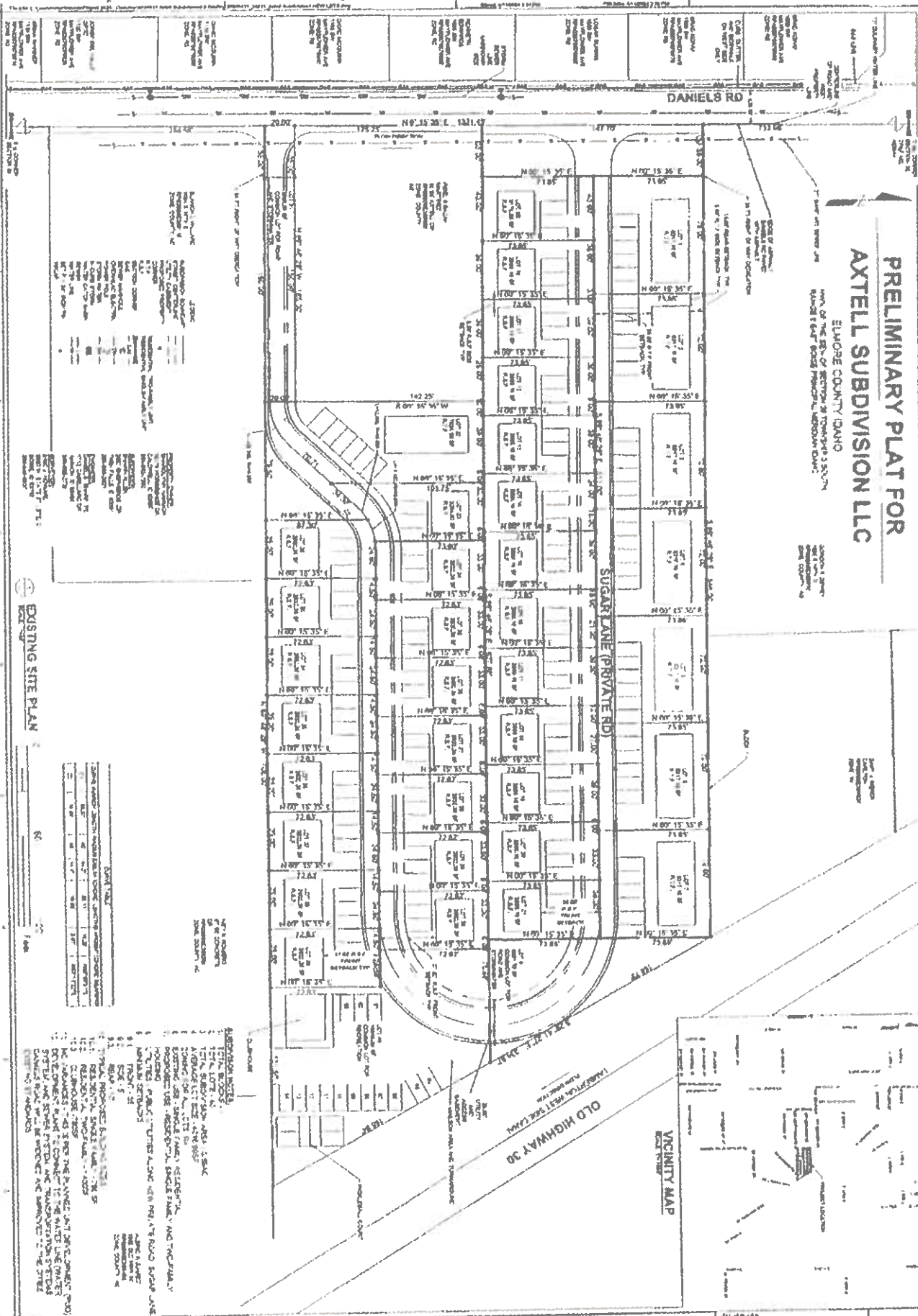
By: \_\_\_\_\_

  
Tiffany Belt, City Clerk

# PRELIMINARY PLAT FOR AXTELL SUBDIVISION LLC

ELDORADO COUNTY, CALIFORNIA  
SECTION 3, TOWNSHIP 3, RANGE 6 EAST, 34TH MERIDIAN, 14N 00' 00" E, 100' 00" W

AXTELL SUBDIVISION LLC  
10000 1ST STREET, SUITE 100  
DANIELS, CALIFORNIA 95922



EXISTING SITE PLAN

60

1000

- 1. TOTAL AREA: 100.00 AC.
- 2. TOTAL SUBDIVISION AREA: 100.00 AC.
- 3. AVERAGE LOT SIZE: 1.00 AC.
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ALWAYS THINK SAFETY

AXTELL SUBDIVISION LLC

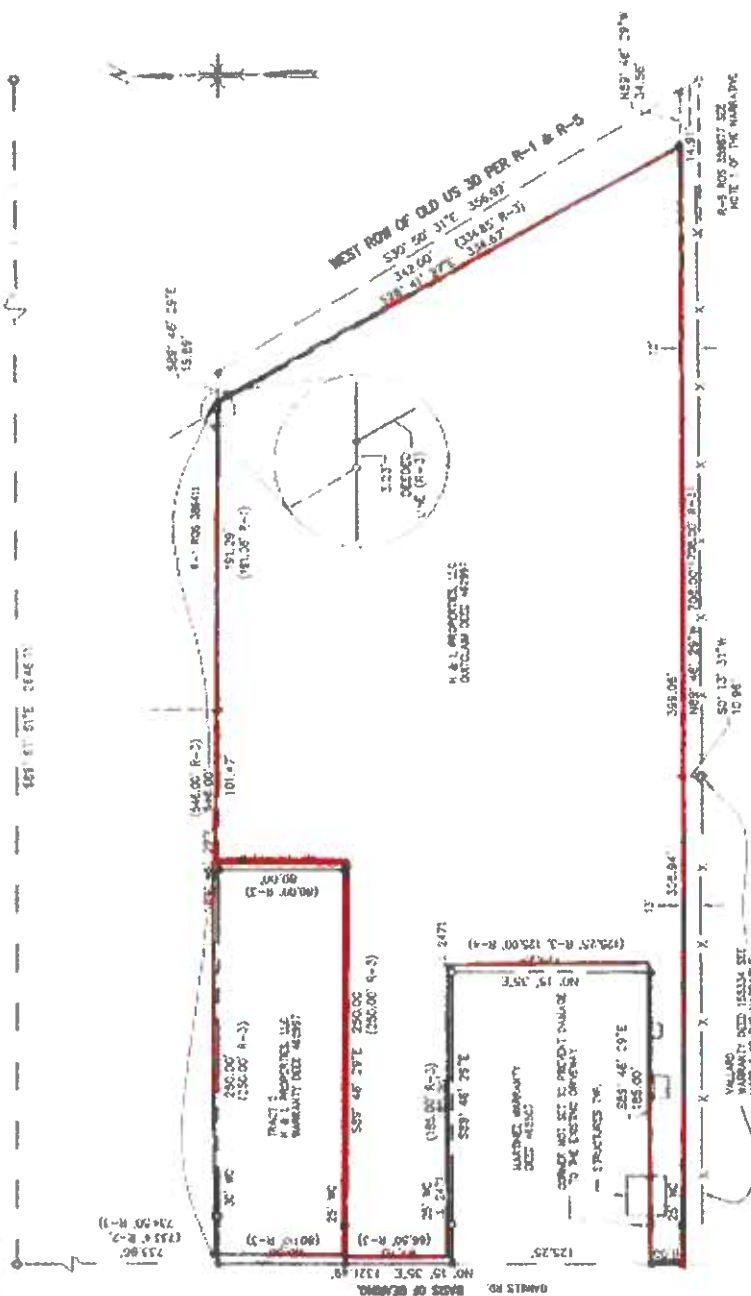
10000 1ST STREET, SUITE 100, DANIELS, CALIFORNIA 95922



AXTELL SUBDIVISION LLC  
10000 1ST STREET, SUITE 100  
DANIELS, CALIFORNIA 95922  
TEL: (916) 438-1000  
FAX: (916) 438-1001  
WWW.AXTELLSUBDIVISION.COM

PRELIMINARY PLAT  
NOT FOR CONSTRUCTION  
FOR REVIEW ONLY

94513 CH 384  
SECTION 35  
36 NOV 03  
1/4 CORNER



**NARRATIVE**  
THIS SURVEY WAS COMPLETED AT THE REQUEST OF THE PROPERTY TO IDENTIFY OUTCROP DEC 42257. AS SHOWN ON THIS MAP THERE ARE CONFLICTS WITH POSSESSION LINES ALONG THE SOUTH BOUNDARY OF SAID DEED. THE BOUNDARY WAS SET USING DIRECT CALLS FROM SAID DEED AND EAST WEST DIRECTIONS FROM THE 400 TH. ONE OF THE SAID DEED AND EAST WEST DIRECTIONS FROM POS 38841. NORTH- SOUTH LINES INTERFERED IS SAID PARALLEL THE MEMORIAL CENTRALING.

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**LEGEND**

	SECTION LINE
	ACROSSING ROAD LINES
	THE LINES
	CRISTING FENCE
	BOUNDARY LINE
	CALCULATED POINT-NET SET
	FOUND 5/4" IRON PIN
	FOUND BRASS CAP
	FOUND 1/2" IRON PIN
	FOUND 1/4" IRON PIN

434500 3/1

**CERTIFICATE OF SUPERVISOR**

THIS IS TO CERTIFY THAT L. ERIC HOWARD, BEING A PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, HEREBY ATTEST THAT THIS IS A REASONABLY ACCURATE REPRESENTATION OF A SURVEY AS MADE BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND IN CONFORMITY WITH THE CORNER REGULATION AND FILING ACT - IDAHO CODE 55-1601 - JUNE 25-1913.



LEWIS AND CLARK - LEADS TO DISCOVERY

FOR: LONNIE MCCONNELL

SECTION 36  
TOWNSHIP 17 N  
RANGE 10 E  
COUNTY OF DAVENPORT

**J.J. HOWARD**  
ENGINEERING ★ SERVICES

[illegible]

**Exhibit B**

**LEGAL DESCRIPTION of PROPERTY**

**EXHIBIT A**

**LEGAL DESCRIPTION:** Real property in the County of Elmore, State of Idaho, described as follows:

**Tract I:**

Township 3 South, Range 6 East, Boise Meridian, Elmore County, Idaho  
Section 36: Commencing 734 feet South of the Northwest Corner of the Southeast Quarter, Section 36,

Township 3 South, Range 6 East, Boise Meridian, Elmore County, Idaho  
Thence East 546 feet

Thence Southeasterly 334.85 feet along highway right of way

Thence West 708 feet

Thence North 20 feet

Thence East 185 feet

Thence North 125.25 feet

Thence West 185 feet

Thence North 146.5 feet to the Point of Beginning.

Save and except those portions used for roadway purposes. Also save and except the following described parcel:

A tract of land, situated in the Southeast Quarter of Section 36, Township 3 South, Range 6 East, Boise

Meridian, Elmore County, Idaho, more particularly described as follows, to-wit:

Beginning at the Northwest Corner of the Southeast Quarter of Section 36, Township 3 South, Range 6

East, Boise Meridian, and running thence South along the Quarter section line of said Section 36 a distance of 734 feet to a point, the Real Point of Beginning, running thence East 250 feet, to a point, running thence

South 80 feet, to a point, running thence

West 250 feet, to a point, running thence

North 80 feet, to a point, the Point of Beginning.

Save and except those portions used for roadway purposes.

Except any house trailer or mobile home located thereon.

**Tract II:**

A tract of land situated in the Southeast Quarter of Section 36, Township 3 South, Range 6 East, Boise

Meridian, Elmore County, Idaho, more particularly described as follows, to-wit:

Beginning at the Northwest Corner of the Southeast Quarter of Section 36, Township 3 South, Range 6

East, Boise Meridian, and running thence

South along the Quarter section line of said Section 36 a distance of 734 feet to a point, the Real Point of

Beginning, running thence

East 250 feet, to a point, running thence

South 80 feet, to a point, running thence

West 250 feet, to a point, running thence

North 80 feet, to a point, The Point of Beginning.

Save and except those portions used for roadway purposes.



**AXTELL SUBDIVISION LLC  
55 Years and Up  
Planned Unit Development Agreement**

THIS AGREEMENT is made effective this 15<sup>th</sup> day of December, 2023, by and between the CITY OF MOUNTAIN HOME, IDAHO, a municipal corporation organized pursuant to the laws of the State of Idaho, of P. O. Box 10, Mountain Home, Idaho 83647, hereinafter referred to as the "City," and Axtell Subdivision, LLC., an Idaho limited liability company, hereinafter referred to as the "Owner".

WHEREAS, the owner owns and desires to develop certain real property located in the City of Mountain Home, Idaho, Elmore County Tax Assessor Parcel Numbers RP03S06E368070A and RP03S06E368080A, consisting of Tract I & II, the "Property", which is legally described in Exhibit A, attached hereto and incorporated herein by this reference.

WHEREAS, the owner desires to develop the property into a 55 Years Plus Community consistent with the Axtell Subdivision Site Master Plan (the "Masterplan"), which is attached hereto as Exhibit B, and incorporated herein by this reference.

WHEREAS, this Development Agreement intends to ensure the Property is developed in a manner consistent with Mountain Home's City Code; and

WHEREAS, the Owner has agreed to the development standards set forth herein upon the use and development of the Property with the requirements outlined in this Development Agreement; and

WHEREAS, the Axtell Planned Unit Development is proposed to be an attractive residential community providing the following:

- (42) individual lots which will consist of the following:
  - The Clubhouse will be built on Lot 41 (72.625' deep X 57' wide) and will be owned by the HOA for all of the residents. The building will be 780 square feet and will have a kitchen unit for parties, a workout room, an entertainment room for movies and games, an office and 1 Handicap bathroom. Outside there will be a pickle ball court, Picnic Area and BBQ Pit. One handicap parking spot as well as 13 regular parking spaces will be provided. Clubhouse will meet all required setbacks. Mailbox will be located next to Clubhouse (per Postmaster's approval), so residents can pull into parking spaces to retrieve their mail.
  - 9 Duplex Dwellings will be built on the following lots:
    - Lots 1 thru 7, will be 72' width X 73' 3" depth
    - Lot 24 will be 72' width X 135' 3" depth at its longest point. It will have 6,693 square feet total.
    - Lot 34 will be 110' width along the South border X 72' 7.5" depth minus ½ the roadway. The square footage of the actual lot is 5,739.

- Duplexes will meet all required setbacks. There will be 6 designated parking spaces (9' X 18') for each Duplex. They will be built of quality materials and craftsmanship and all plans will be turned into the City for approval and building permits. They will meet all applicable city codes.
- 29 Single-family Dwellings will be built on the following lots:
  - Lot 8 will be 42' width X 73' 3" depth.
  - Lots 10 thru 23 will be 39' width X 73' 3" depth.
  - Lots 25 thru 32 will be 39' width X 72' 7.5" depth.
  - Lots 35 thru 40 will be 39' width X 72' 7.5" depth.
  - Single family dwellings will meet all required setbacks. There will be 3 designated parking spaces (9' X 18') for each dwelling. They will be built of quality materials and craftsmanship and all plans will be turned into the City for approval and building permits. They will meet all applicable city codes.
- HOA lots are as follows:
  - Lot 9 Water retention 5,959 sq. ft.
  - Lot 33 Roadway 3,700 sq. ft
  - Lot 41 Clubhouse
  - Lot 42 Water Retention & Dog Park 13,025 sq. ft.

All of these lots will be owned by the HOA and will be designated for Community Space.

- A 20' wide road will wrap through the community with a 15 mile per hour speed limit that will be strictly enforced. The road will be private and each lot line will go to the center of the road. The road, HOA Lots and clubhouse will be maintained by the HOA as spelled out in the HOA By-Laws and CC&R's to be developed by Axtell Subdivision LLC (Owner) and reviewed and approved by City of Mountain Home with Final Plat Approval.
- Walkable, family-oriented residential community with a club house, Pickle Ball Court BBQ area/Picnic area and a pet park for residents use and enjoyment.
- Water Conservation Landscaping improvements throughout the site and perimeter utilizing drought resistant native grasses, flowers, and trees maintained by Owner of each individual lot or by the HOA for their lots. All landscaping will be done according to City code.
- Exceptional pedestrian connectivity to public rights-of-way and resident amenities maintained by HOA.

NOW, THEREFORE, IN CONSIDERATION of the covenants and conditions set forth herein, the parties agree as follows:

1. Construct to City Standards: Owner agrees that all improvements required by this Agreement or by City codes shall be built to City standards or to the standards of any applicable public agency providing service to the development, adhering to all City policies and procedures; including, but not limited to the sanitary sewer improvements, water lines, fire hydrants, flood works, stormwater management and roads, unless otherwise exempted in the proposed Planned Unit Development

or this Agreement. Water Line will be looped through the North entrance off Daniels Road and exit the South entrance off Daniels Road.

1. **Applicable Standards:** The Owner agrees that all laws, standards, policies, and procedures regarding public improvement construction that the Owner is required to comply with or otherwise meet according to this Agreement or City codes shall be those in effect when construction is commenced. If Owner fails to comply with applicable laws while constructing improvements, public or otherwise, on the lands subject to this Agreement, Owner consents to suspension of issuance of building permits or denial of certificates of occupancy until such compliance is attained.
1. **Covenant to Run with the Land:** The covenants herein to be performed by Owner shall be binding upon Owner and Owner's heirs, assigns, and successors in interest, and shall be deemed to be covenants running with the land.
2. **Severability:** Should any provision of this Agreement be declared invalid by a court of competent jurisdiction; the remaining provisions shall continue in full force and effect and be interpreted to effectuate the purposes of the entire Agreement to the greatest extent possible.
3. **Merger and Amendment:** All promises and prior negotiations of the parties merge into this Agreement. The parties agree that this Agreement shall only be amended in writing and signed by both parties. The parties agree that this Agreement shall not be amended by a change in law. The parties agree that this Agreement is not intended to replace any other requirement of City Code and that its execution shall not constitute a waiver of requirements established by City ordinance or other applicable provisions of law.
4. **Allowed Land Use Permitted by Right:**
  - a. **Residential Area:**
    - 4.a.i. Single-Family Dwellings Residential
    - 4.a.ii. Multi-Family Duplex Residential
    - 4.a.iii. One Amenity Lot for the Club House.
    - 4.a.iv. No on street parking will be allowed.
5. **Development Schedule:** It is the intent of the Applicant/Owner to commence site development immediately after engineering and plat approval. Final plat approval will be obtained within 12 months of P & Z and City Council approval. It is the developers intention to get plat approval immediately and start developing the infrastructure in the spring of 2024 with the goal of completing all earthwork and horizontal infrastructure improvements no later than Twelve Months after Final Plat approval. The preliminary plat approval shall become null and void if the applicant fails to either 1) obtain the City Engineer signature on a final plat within Twelve Months; or 2) obtain approval of a time extension of Six months from City

- Council. Construction of dwellings shall commence immediately after infrastructure improvement and continue at a pace driven by market absorption.
6. **Subdivision Design Standards:** All future development and improvements shall conform to the standards and regulations of Mountain Home City Code Title 9 – Chapter 16 – Section 13: Subdivision Design Standards for the area designated as “Axtell Subdivision PUD”, or as amended, and all references to other sections therein except for the following:
- a. **Street Right of Way Widths:**
    - 6.a.i. Axtell Circle: This is a private Drive 20’ in width and has a 2’ curb and gutter on both sides with a 5’ sidewalk on one side of the roadway.
    - 6.a.ii. 16% of site paved or crushed paving road.
    - 6.a.iii. Maintenance of the private drive will be the responsibility of the Axtell Subdivision HOA
  - b. **Mailboxes**
    - 6.b.i. The development shall provide cluster mailboxes as indicated on the Site plan as lot 34 or as approved by the local postmaster and Public Works Director along with a turnout so as not to impede traffic or put pedestrians in harms way.
  - c. **Easements/Utility and Drainageway**
    - 6.c.i. Unobstructed utility easements of 12’ on each side of the road shall be provided consistent with the PUD Application. Easements of greater width may be required along lines across lots or along boundaries where necessary for surface drainage or the extension of main sewers or other utilities. Stormwater will be retained on the development as indicated on the attached proposed plat.
    - 6.c.ii. Storm drainage will run through buried culvert down one side of the road with proper grates located per engineering specification and flowing to the water retention areas of Lots 9 & 43.
  - d. **Lots/Blocks:**
    - 6.d.i. **Lots**
      - 6.d.i.1. Corner lots shall NOT BE REQUIRED to be twenty percent (20%) greater in size than the minimum lot size for the zoning district.
      - 6.d.i.2. At the time of platting, corner lots ARE NOT required to be larger to accommodate setbacks for two (2) street frontages.
      - 6.d.i.3. Lighting: Individually on each dwelling
      - 6.d.i.4. Density: 14 Dwellings per Acre
      - 6.d.i.5. Forty seven (47) total personal dwellings.
      - 6.d.i.6. 24% of site devoted to building coverage
      - 6.d.i.7. Thirty (30) foot maximum building height.
      - 6.d.i.8. Three Parking Spaces shall be provided on each Single Family Dwelling Lot and Six parking spaces for each

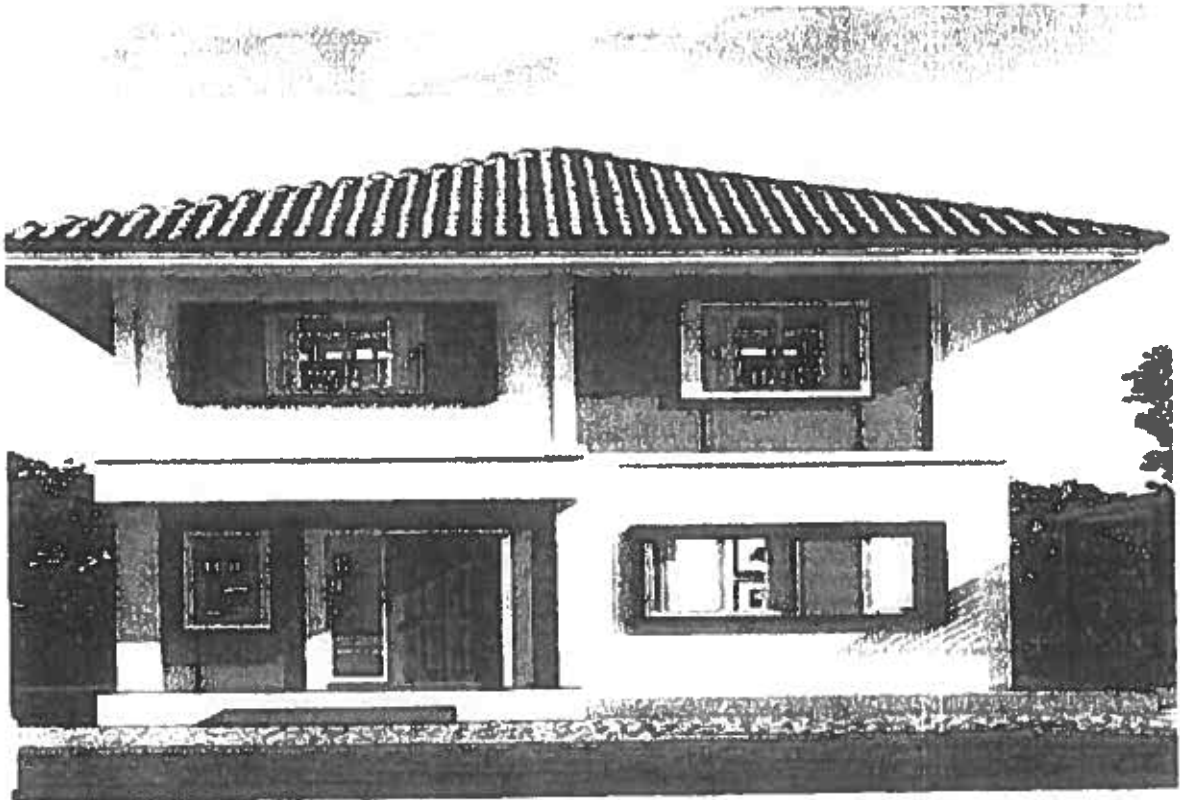
Duplex Dwelling Lot and Sixteen parking spaces for the clubhouse. All parking spaces will be 9' X 18'.

- e. Buffer and screening
    - 6.e.i. Six (6) foot high fence to provide screening/privacy on the North, East and South property lines
  - f. Public Spaces, Open Spaces, & Amenities
    - 6.f.i. The Owner shall construct and provide the following, as shown on the Concept Site Masterplan:
      - 6.f.i.1. Three (3) Lots will be used for private tenant community spaces that combined are a minimum of 19,000 gross square feet for water retention and the private use and enjoyment of community residents.
7. **Bulk & Coverage Standards; Setbacks:** All future development and improvements shall conform to the standards and regulations of Mountain Home City Code Title 9 – Chapter 7 –Section 6: Zoning Districts, (C) R-4 zone/residential zone for the area designated as “Axtell Subdivision PUD”, or as amended, and all references to other sections therein except for the following:
- a. Minimum Lot Size: *2800 square feet instead of 5000*
  - b. Minimum Street Frontage: *39' linear lot street frontage instead of 50'*
  - c. Front yard setback: R-4 is 15 feet from property line per 9-7-8. Owner shall provide minimum 35'-0" front yard setback which includes 10' of road, 7' of curb/gutter/sidewalk and 18' parking space..
  - d. Street side yard setback: *5' side building setback instead of 12' and 5'.*
  - e. Rear yard setback: *R-4 is 15 feet from property line per 9-7-8. we request a variance from 15'-0" to 10'-0" rear yard setback at all rear yard setback locations.*
  - f. Maximum building height: *R-4 is 30 feet from grade per 9-7-8. Structures shall not exceed 30'-0" in height.*
8. **Residential Planned Unit Development Design Standards:** All future development and improvements shall conform to the standards and regulations of Mountain Home City Code Title 9 – Chapter 19 –or as amended, and all references to other sections therein except for the following:
- a. Landscaping: Landscaping will be according to Mountain Home City Code for each lot. We will use drought resistant plants and trees.
  - b. Building Design:
    - 8.b.i. Conceptual building designs are included in pictures in this agreement. Final building designs shall be submitted to the building department for approval for building permits.
9. **Fiber Infrastructure Requirements:**

- a. The developer shall install fiber conduit, ducts, vaults, and handhold boxes as designed by the City and provided for by City standards for fiber installation at the time of construction. All such installations shall be subject to City inspection and require City approval before cable installation.
- b. Developer and/or Property owner shall designate on the required final plat and building site plan the locations where the fiber drop duct ends shall terminate. All installation of fiber duct and related infrastructure shall be installed according to the standards adopted by the City of Mountain Home and subject to inspection and approval by the City of Mountain Home before issuance of a certificate of occupancy.
- c. The developer shall pay all associated fiber development fees at the time building permits are pulled pursuant to the applicable city ordinance.

**10. Impact Fees:**

- a. Development impact fees shall be calculated at the time of building permit application and imposed at time of building permit issuance according to applicable City of Mountain Home impact fee ordinance.



**11. *Future Development Agreement(s):***

This Planned Unit Development Agreement does not prohibit the City of Mountain Home from requesting additional development agreements concerning new or different infrastructure and public improvements that is not addressed in this Agreement or the approved Concept Site Masterplan, provided that nothing therein shall be construed to be an additional post-approval requirement for plat recording.

- 12. Enforcement - Attorney's Fees:** Should either party require the services of legal counsel to enforce compliance with the terms of this Agreement, the prevailing party shall be entitled to its reasonable attorney's fees and related costs of enforcement.

**SIGNATURE PAGES FOLLOW**

**CITY OF MOUNTAIN HOME**

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

Rich Sykes, Mayor

**ATTEST**

\_\_\_\_\_  
Tiffany Belt, City Clerk



STATE OF IDAHO )

) ss.

County of Elmore )

On this 15<sup>th</sup> day of December, 2023, before me, the undersigned, a Notary Public in and for said state, personally appeared Rich Sykes and Tiffany Belt, known to me to be the Mayor and City Clerk, respectively, of the City of Mountain Home and the persons who executed the foregoing instrument and acknowledged to me that they executed this Agreement on behalf of the City of Mountain Home in their official capacity.

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

\_\_\_\_\_  
Notary Public for Idaho  
Residing at Mountain Home, Idaho.  
Commission Expires: 4.13.2029

DANIEL MERCADO  
COMMISSION #8973E  
NOTARY PUBLIC  
STATE OF IDAHO



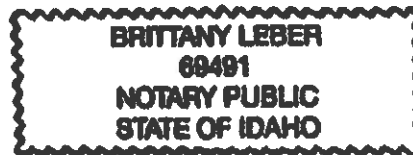
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OWNER:

  
Sharolynn Hammond


ACKNOWLEDGMENT

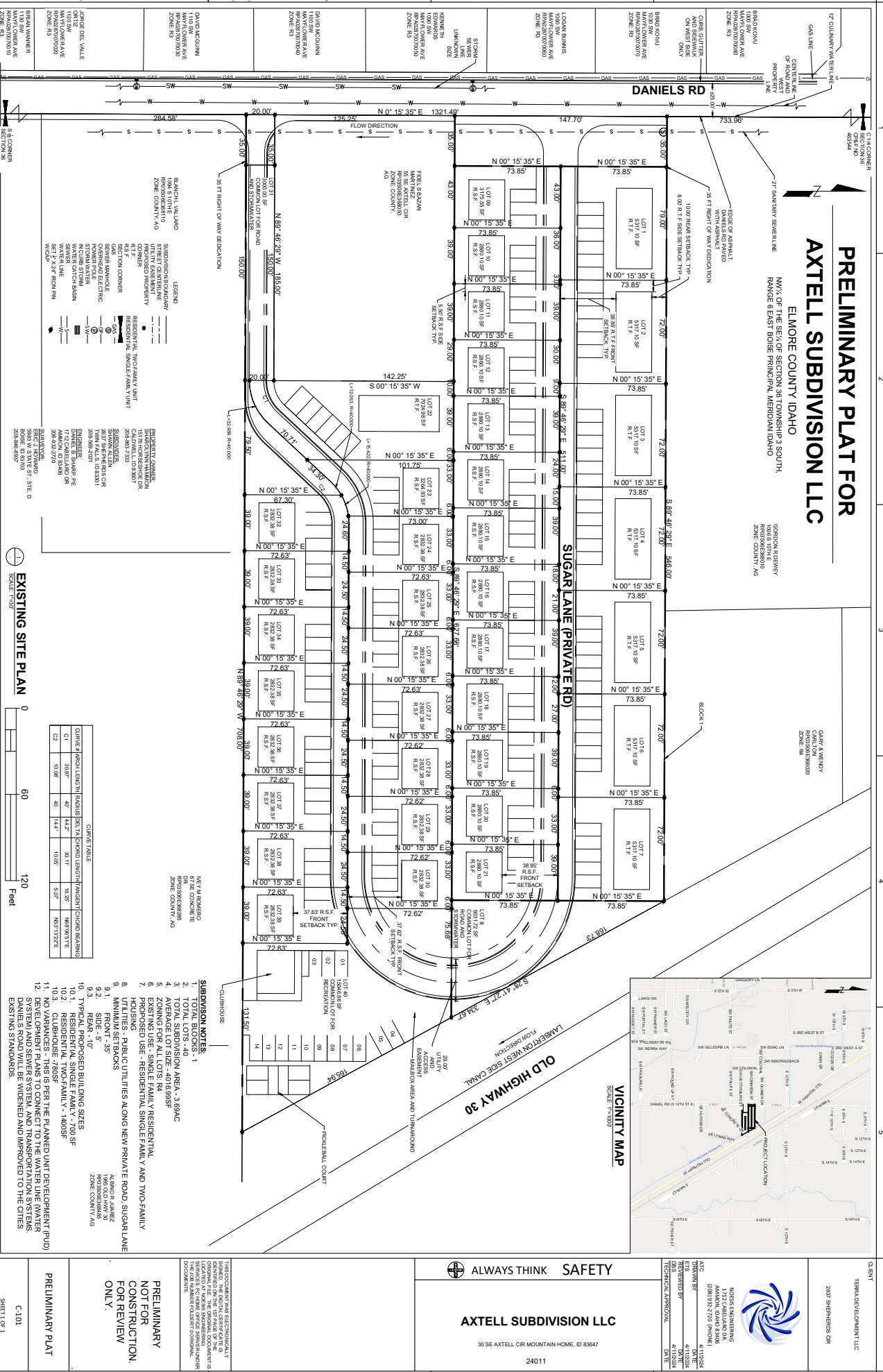
STATE OF Idaho )  
                                  ) ss.  
County of Canyon )



On this 9 day of January, <sup>2024</sup>~~2023~~, before me, the undersigned, a Notary in and for the State of Idaho, personally appeared ~~Eco-Yasinski, Gelton-Yasinski, known or identified to me to be the persons who executed the foregoing instrument and acknowledged to me that they executed the same as Owner of the Property.~~ → Sharolynn Hammond

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

  
Notary Public for Idaho  
Residing at: Canyon  
Commission Expires 3/7/29



PRELIMINARY PLAT FOR  
AXTELL SUBDIVISION LLC

ELMORE COUNTY IDAHO

NW 1/4 OF THE SE 1/4 OF SECTION 36 TOWNSHIP 3 SOUTH  
RANGE 6 EAST BOISE PRINCIPAL MERIDIAN IDAHO

CONDA REVENUE  
PROJECT 2024000000  
ZONE: COUNTY AG

LEGEND

PROPERTY BOUNDARY

STREET CENTERLINE

PROPOSED PROPERTY

RESIDENTIAL SINGLE-FAMILY UNIT

RESIDENTIAL TWO-FAMILY UNIT

STREET LIGHT

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EXISTING SITE PLAN

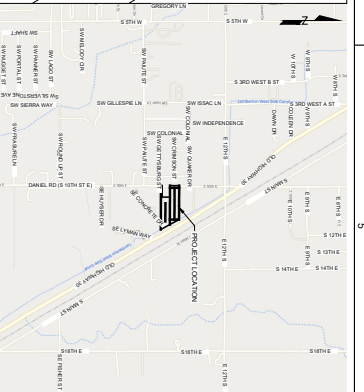


CURVE TABLE			
CURVE	WIDTH	LENGTH	AREA
C1	30.0'	40.0'	16.2'
C2	10.0'	40.0'	5.0'

SUBDIVISION NOTES:

1. TOTAL LOTS: 36
2. TOTAL SUBDIVISION AREA: 3.69AC
3. AVERAGE LOT SIZE: 4016.99SF
4. ZONING FOR ALL LOTS: R-1
5. ZONING FOR ALL LOTS: R-1
6. PROPOSED USE: RESIDENTIAL SINGLE-FAMILY AND TWO-FAMILY HOUSING
7. UTILITIES: PUBLIC UTILITIES ALONG NEW PRIVATE ROAD, SUGAR LANE
8. MINIMUM SETBACKS
9. SIDE: 15'
10. REAR: 10'
11. TYPICAL PROPOSED BUILDING SIZES
12. RESIDENTIAL SINGLE-FAMILY: 700SF
13. CLUBHOUSE: 700SF
14. NO VARIANCES: THIS IS PER THE PLANNED UNIT DEVELOPMENT (PUD) SYSTEM AND SEWER SYSTEM AND TRANSPORTATION SYSTEMS
15. EXISTING STANDARDS

VICINITY MAP



ALWAYS THINK SAFETY

AXTELL SUBDIVISION, LLC

30 SE AXTELL CIR MOUNTAIN HOME, ID 83647

24011



AXTELL SUBDIVISION, LLC  
2027 SHEPHERDS CIRCLE  
MOUNTAIN HOME, ID 83647  
PHONE: (208) 932-2720  
FAX: (208) 932-2720  
E-MAIL: axtell@axtellidaho.com  
WEBSITE: www.axtellidaho.com

PRELIMINARY  
NOT FOR  
CONSTRUCTION  
FOR REVIEW  
ONLY.

PRELIMINARY PLAT

C-101

SHEET 1 OF 1

## 9-7-4: LAND USE CHART:

**Legend: P - Permitted use C - Conditional PA - Permitted accessory**

Land Use	Zoning District										
	R-1	R-2	R-3	R-4	LO/R	C-1	C-2	C-3	C-4	I-1	I-2
Land Use	R-1	R-2	R-3	R-4	LO/R	C-1	C-2	C-3	C-4	I-1	I-2
Residential:											
Apartments (see Dwellings)											
Dwelling/conversions			C	C	C	C	C	P	P		
Dwellings/commercial <sup>3</sup> (mixed use/single unit)						P	P	P	P		
Dwellings, duplex and attached single-family			P	P	P	P	P	P	P		
Dwellings, multiple with more than 4 units <sup>4</sup>				C	C	C	C	C	C		
Dwellings, multiple with 3 - 4 units and townhouses			C	P	P	P	P	P	P		
Dwellings, single-family <sup>5</sup>	P	P	P	P	P	P	P	C	C		
Garage/carport (residential)	PA	PA	PA	PA	PA	PA	PA	PA	PA		
Group care facility					C	C	C	P	P	P	
Group home/no more than 8	C	C	C	C	P	P	P	P	P	P	
Halfway house	P	P	P	P	C	C	C	P	P	P	
Handicapped residence	P	P	P	P	P	P	P	C	C		
Manufactured comm. units (individual lots/temporary)									C	C	C
Manufactured home park	P	P	P	P				C	C		
Manufactured home subdivision	P	P	P	P	C			C	C		
Manufactured homes (class A/individual lots)	P <sup>6</sup>	P <sup>6</sup>	P <sup>6</sup>	P <sup>6</sup>	P <sup>6</sup>	P <sup>6</sup>	P <sup>6</sup>				
Nursing home/retirement home			C	P	C	C	C	P	P	P	
Other:											
Accessory buildings to principal use	PA	PA	PA	PA	PA	PA	PA	PA	PA	PA	PA
Temporary structures (see section 9-9-26 of this title)											

### Notes:

1. Agriculture use, excluding commercial feedlots, dairies, commercial poultry and poultry products production, pig farms and similar agriculture related uses.
2. Under no condition shall the keeping of animals create a nuisance element for adjoining property owners.
3. Mixed use/residential and commercial in a commercial zone shall be under 1 structure.
4. More than 4 units requires planning and zoning review/council approval.
5. An existing single-family residence that is destroyed by fire may be rebuilt to required codes.
6. A manufactured home shall have its own lot in accordance with the R-4 lot specifications.

(Ord. 1628, 1-12-2015; amd. Ord. 1643, 2-8-2016; Ord. 1685, 12-23-2019; Ord. 1757, 8-23-2022; Ord. 1764, 8-23-2022 )

# Proposed Land Use Edits

Residential:	R-1	R-2	R-3	R-4	LO/R	C-1	C-2	C-3	C-4	I-1	I-2	
Apartments (see Dwellings)	-	-	-	-	-	-	-	-	-	-	-	
Assisted Living	-	-	C	C	C	C	-	P	P	-	-	No 24 hour care
Condominium	-	-	-	P	P	-	-	P	P	-	-	Get definition Geoff
Dwellings/Commercial(3) (Mixed use/single unit)	-	-	-	C(7)	C(7)	P	P	P	P	-	-	Condition single owner occupant.
Dwellings, Two Family Duplex	-	-	P	P	P	C	-	-	-	-	-	
Dwellings, multiple with more than 4 units	-	-	-	C	C	-	C(6)	C	C	-	-	Geoff mentioned parking standards for residential in C-2. Where do we address this in the code/
Dwellings, multiple with 3 - 4 units	-	-	C	P	P	C	C	C	C	-	-	
Dwellings, single-family (4)	P	P	P	P	-	C	-	-	-	-	-	
Dwellings, attached single-family (PUD R-3)	-	P	P	P	-	C	-	-	-	-	-	
Dwellings, Townhouses (PUD R-3)	-	-	-	P	P	-	-	C	C	-	-	
Garage/carport (residential)	PA	PA	PA	PA	PA	PA	PA	PA	PA	-	-	
Group home/no more than 8	P	P	P	P	P	C	-	-	-	-	-	9-16 people protect as single family?
Recovery Residence	-	-	-	C	C	C	-	P	P	-	-	Change name to recovery residence-add definition-Geoff
Manufactured comm. units (individual lots/temporary)	-	-	-	-	?							Unsure of what this is. 9-9-26
Manufactured home park/Mobile Home Park	-	-	-	C	-	C	-	C	C	-	-	Title 9, Chapt. 15-land use chart does not match. Is conditional in R-4, C-1, C-3, C-4
Manufactured home subdivision	P	P	P	P	-	C(5)	-	-	-	-	-	
Manufactured homes (class A/individual lots)	P	P	P	P	-	C(5)	-	-	-	-	-	Should we remove (5) on the highlighted as they should be subject to the zoning standards for those zones?
Nursing home	-	-	C	C	C	C	-	P	P	-	-	
Shelter Homes	-	-	-	-	-	P	C	P	P	-	-	
Accessory buildings to principal use	PA	PA	PA	PA	PA	PA	PA	PA	PA	PA	PA	
Temporary structures (see section 9-9-26 of this title)	-	-	-	-	-	-	-	-	-	-	-	

Notes:

1. Agriculture use, excluding commercial feedlots, dairies, commercial poultry and poultry products production, pig farms and similar agriculture related uses.
2. Under no condition shall the keeping of animals create a nuisance element for adjoining property owners.
3. Mixed use/residential and commercial in a commercial zone shall be under 1 structure.
4. An existing single-family residence that is destroyed by fire may be rebuilt to required codes.

5. A manufactured home shall have its own lot in accordance with the R-4 lot specifications.
6. Parking standards apply? Where in the code do we put this requirement?
7. R-4 and LO/R owner/occupied.

(Ord. 1628, 1-12-2015; amd. Ord. 1643, 2-8-2016; Ord. 1685, 12-23-2019 ; Ord. 1757, 8-23-2022; Ord. 1764, 8-23-2022 )

\*GENERAL PERFORMANCE STANDARDS AND DEFINITIONS

Geoff mentioned in the C-2 zone we should require some general performance standards. We need more input on this.

Proposed Land Use Chart/Working Session W/Rob

	Residential:	R-1	R-1	R-2	R-2	R-3	R-3	R-4	R-4	LO/R	LO/R	C-1	C-1	C-2	C-2	C-3	C-3	C-4	C-4	I-1	I-1	I-2	I-2
Residential																							
Apartments (see Dwellings)	Apartments (see Dwellings)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Assisted Living	-	-	-	-		C		C		C		C		-		P		P		-	-	-
	Condominium		-		-		-		P		P		-		-		P		P	-	-	-	-
	Cluster Development								C														
Dwellings/Commercial(3) (Mixed use/single unit)	considered replacing w/live/work	-	-	-	-	-	-	-	C	-	C	P	P	P	P	P	P	P	P	-	-	-	-
Dwelling/conversions		-	-	-	-	C	-	C	-	C	-	C	-	C	-	P	-	P	-	-	-	-	-
Dwellings, Duplex and attached single-family	Dwellings, Two Family Duplex	-	-	-	-	P	P	P	P	P	P	P	C	P	-	P	-	P	-	-	-	-	-
Dwellings, multiple with more than 4 units (4)	Dwellings, multiple with more than 4 units	-	-	-	-	-	-	C	C	C	C	C	-	C	C(7)	C	C	C	C	-	-	-	-
Dwellings, multiple with 3 - 4 units and townhouses	Dwellings, multiple with 3 - 4 units	-	-	-	-	C	C	P	P	P	P	P	C	P	C	P	C	P	C	-	-	-	-
Dwellings, single-family (5)	Dwellings, single-family (5)	P	P	P	P	P	P	P	P	P	-	P	C	P	-	C	-	C	-	-	-	-	-
	Dwellings, attached single-family (PUD R-3)	-	-	-	P	P	P	P	P	P	-	P	C	P	-	P	-	P	-	-	-	-	-
	Dwellings, Townhouses (PUD R-3)	-	-	-	-	C	-	P	P	P	P	P	-	P	-	P	C	P	C	-	-	-	-
Garage/carport (residential)	Garage/carport (residential)	PA	PA	PA	PA	PA	PA	PA	PA	PA	PA	PA	PA	PA	PA	PA	PA	PA	PA	-	-	-	-
Group care facility	Group care facility	-	-	-	-	-	-	-	-	C	-	C	-	C	-	P	-	P	-	P	-	-	-
Group home/no more than 8 (67-6530&67-6531)	Group home/no more than 8	C	P	C	P	C	P	C	P	P	P	P	C	P	-	P	-	P	-	P	-	-	-
halfway house	Halfway house-Recovery Residence	P	-	P	-	P	-	P	C	C	C	C	C	C	-	P	P	P	P	P	-	-	-
Handicapped residence		P	-	P	-	P	-	P	-	P	-	P	-	P	-	C	-	C	-	-	-	-	-
Manufactured comm. Units (individual lots/temporary)	Manufactured comm. units (individual lots/temporary)	-	-	-	-	-	-	-	-	-	?	-		-		-		C		C		C	
Manufactured Home Park (9-15	Manufactured home park/Mobile Home Park	P	-	P	-	P	-	P	C	-	-	-	C	-	-	C	C	C	C	-	-	-	-
Manufactured Home Subdivision	Manufactured home subdivision	P	P	P	P	P	P	P	P	C	-	-	C	-	-	C	-	C	-	-	-	-	-
Manufacured Homes (class A/Individual lots)	Manufactured homes (class A/individual lots)	P(6)	P	P(6)	P	P(6)	P	P(6)	P	P(6)	-	P(6)	C	P(6)	-	-	-	-	-	-	-	-	-
Nursing Home/retirement home	Nursing home/retirement home	-	-	-	-	C	C	P	C	C	C	C	C	C	-	P	P	P	P	P	-	-	-
	Shelter Homes		-		-		-		-		-		P		C		P		P				
Other:																							
Accessory buildings to principle use	Accessory buildings to principal use	PA	PA	PA	PA	PA	PA	PA	PA	PA	PA	PA	PA	PA	PA	PA	PA	PA	PA	PA	PA	PA	PA
Temporary structures (see section 9-9-26 of this title)	Temporary structures (see section 9-9-26 of this title)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

Notes:

1. Agriculture use, excluding commercial feedlots, dairies, commercial poultry and poultry products production, pig farms and similar agriculture related uses.

2. Under no condition shall the keeping of animals create a nuisance element for adjoining property owners.

3. Mixed use/residential and commercial in a commercial zone shall be under 1 structure.

4. More than 4 units requires planning and zoning review/council approval.

5. An existing single-family residence that is destroyed by fire may be rebuilt to required codes.

6. A manufactured home shall have its own lot in accordance with the R-4 lot specifications.

7. Parking standards apply? Where in the code do we put this requirement?
- Remove, requires conditional use permit anyway

Consider adding: in the LO/R, C-1, and C-2 Zones

(Ord. 1628, 1-12-2015; amd. Ord. 1643, 2-8-2016; Ord. 1685, 12-23-2019 ; Ord. 1757, 8-23-2022; Ord. 1764, 8-23-2022 )

*GENERAL PERFORMANCE STANDARDS AND DEFINITIONS	Geoff mentioned in the C-2 zone we should require some general performance standards. We need more input on this.
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## 9-7-8: ZONING SCHEDULE OF BULK AND COVERAGE CONTROLS:

### Residential Districts:

Lot Size/DU <sup>3,6</sup>						Yard Setbacks						
						Front <sup>7,10,11</sup>		Rear <sup>11</sup>	Side <sup>8,11</sup>			
	1	2	3	4	5	6	7	8	9	10	11	12
District	Minimum	Range	Maximum Lot Coverage	Minimum Yard Area	Minimum Street Frontage	Lot With Front Loaded Garage	Lot With Garage Loaded Setback Or Rear Loaded		Interior Minimum	Street	Maximum Building Height	Minimum Floor Area
Lot Size/DU <sup>3,6</sup>						Yard Setbacks						
						Front <sup>7,10,11</sup>		Rear <sup>11</sup>	Side <sup>8,11</sup>			
	1	2	3	4	5	6	7	8	9	10	11	12
District	Minimum	Range	Maximum Lot Coverage	Minimum Yard Area	Minimum Street Frontage	Lot With Front Loaded Garage	Lot With Garage Loaded Setback Or Rear Loaded		Interior Minimum	Street	Maximum Building Height	Minimum Floor Area
R-1	12,000 sf	17,000 sf	35%	65%	80'	30'	25'	35'	10' minimum, 25' combined	30'	30'	1,500 ground floor, 1,800 minimum/2 story
R-2	9,000 sf <sup>2</sup>	7,200 - 10,800 sf	35%	65%	80'	25' <sup>1</sup>	20'	15'	5' 12'	25'	30'	1,300 ground floor, 1,600 minimum/2 story
R-3	6,500 sf <sup>2</sup>	6,000 - 7,800 sf	n/a <sup>13</sup>	n/a <sup>13</sup>	60'	20' <sup>1</sup>	15'	15'	5' 12'	20'	30'	1,100 ground floor, 1,350 minimum/2 story
R-4	5,000 sf <sup>2</sup>	5,000 - 7,000 sf	n/a <sup>13</sup>	n/a <sup>13</sup>	50'	15' <sup>1</sup> 20' (garage)	15'	15'	5' 12'	15'	30'	n/a

### Commercial/Industrial Districts:

District	Minimum Lot Area <sup>3</sup>	Minimum Yard Setback Requirements <sup>5</sup>				Maximum Lot Coverage	Maximum Building Height <sup>12</sup>	Minimum Street Frontage
		Front <sup>7</sup>	Rear	Interior Side <sup>8</sup>	Street Side <sup>8</sup>			
District	Minimum Lot Area <sup>3</sup>	Minimum Yard Setback Requirements <sup>5</sup>				Maximum Lot Coverage	Maximum Building Height <sup>12</sup>	Minimum Street Frontage
		Front <sup>7</sup>	Rear	Interior Side <sup>8</sup>	Street Side <sup>8</sup>			

LO <sup>9</sup>	Limited Office/7,000 sf (Residential/R-4 standards)	20' <sup>1</sup>	15'	5' 10'	20'	50%	30'	50'
C-1 <sup>9</sup>	Neighborhood Commercial/1 - 5 acres (Residential/R-4 standards)	20' <sup>1</sup>	15'	10'	20'	70%	35'	n/a
C-2 <sup>9</sup>	Commercial (Residential/R-4 standards)	n/a	n/a	n/a	Clear vision triangle	n/a	55'	n/a
C-3 <sup>9</sup>	Commercial (Residential/R-4 standards)	20' <sup>1</sup>	8' with alley 16' no alley	5' <sup>4</sup>	20'	No portion of lot shall be undeveloped	45'	n/a
C-4	Commercial (Residential/R-4 standards)	30' <sup>1</sup>	8' with alley, 16' no alley	5' <sup>4</sup>	30'	No portion of lot shall be undeveloped	45'	n/a
I-1	n/a No residential	30' <sup>1</sup>	n/a	n/a <sup>4</sup>	30'	No portion of lot shall be undeveloped	60'	n/a
I-2	n/a No residential	30' <sup>1</sup>	n/a	n/a	30'	No portion of lot shall be undeveloped	60'	n/a

Notes:

1. Gateway/highways 30 feet. Arterial or collectors, 25 feet. Large sized building and/or height of building may require a 60 foot setback.
2. Single-family/multiple. (Also see section 9-7-6 of this chapter.)
3. Minimum lot size shall be determined exclusive of land that is used for streets, highways, roads and rights-of-way.
4. If property abuts Residential Zone, 10 foot setback with buffer screening regulations. (See chapter 11 of this title.)
5. No structure may encroach upon the front or street yard unless otherwise permitted herein.
6. Corner lots (new subdivisions) shall be significantly larger to accommodate setbacks.
7. The required front setback or the already established front setbacks of the majority of buildings on the street, whichever is greater.
8. Older subdivisions: Side yard setback shall be as required or may be the established side yard setback of the majority of buildings on the block as determined by the Code official.
9. Business shall be conducted within enclosed buildings.
10. Odd numbered lots shall have a 2 foot larger front setback than even numbered lots (i.e., R-3 even number lot 20 feet, odd numbered lot 22 feet).
11. These setback area rules and requirements shall not apply to carport in setback areas as defined in section 9-3-2 of this title.
12. FAA Regulations may reduce building height allowance.
13. No detached accessory building shall occupy more than 15% of the lot.

(Ord. 1677, 2-13-2019; amd. Ord. 1702, 11-23-2020)



## **9-7-6: ZONING DISTRICTS:**

The incorporated area of the city shall be divided into the following zoning districts whose boundaries are shown on the official city zoning map. In addition, the specific purpose of each zoning district shall be as stated herein. (See section 9-7-4, "Land Use Chart", of this chapter, for all zoning districts.)

A. R-1 zone/residential zone (very low density residential/17,000 square foot minimum lot): The intent of this district is to provide a very low density environment for single-family households free from encroachment of commercial and industrial activities.

1. Uses Allowed: See uses allowed by right and by conditional use in section 9-7-4 of this chapter.
2. Development Requirements: See bulk/coverage chart, section 9-7-8 of this chapter.

B. R-2 zone/residential zone (low density residential/9,000 square foot minimum lot): The intent of this district is to provide a low density residential environment with a mix of both single-family households and attached single-family dwellings that are free from encroachment by commercial and industrial activities.

1. Uses Allowed: See uses allowed by right and by conditional use in section 9-7-4 of this chapter.
2. Development Requirements: See bulk/coverage chart, section 9-7-8 of this chapter.
3. Percentage Of Single-Family Attached: Unless development is through a planned unit development (PUD) no more than ten percent (10%) may be single-family attached.

C. R-3 zone/residential zone (medium density residential/6,500 square foot minimum lot): The intent of this district is to provide a medium density residential environment with a mix of both single-family households and duplex dwellings free from encroachment of commercial and industrial activities. Single-family attached and townhouse dwelling units may be permitted through a planned unit development. Triplex and fourplex dwellings may be permitted by conditional use if all code requirements are met.

1. Uses Allowed: See uses allowed by right and by conditional use in section 9-7-4 of this chapter.
2. Development Requirements: See bulk/coverage chart, section 9-7-8 of this chapter.
3. Duplex Units; Single-Family Attached, And Townhouse Dwelling Units:
  - a. Each duplex, single-family attached, and townhouse dwelling unit shall have a total ground floor area of not less than eight hundred (800) square feet per unit.
  - b. The minimum lot size for each duplex unit shall be the minimum lot size shown in the bulk/coverage chart, section 9-7-8 of this chapter.
  - c. Duplex, single-family attached, and townhouse dwelling units located on corner lots shall have entrances to each unit on opposing streets.
4. Multiple Units:
  - a. More than a duplex requires a conditional use permit.

D. R-4 zone/residential (single-family/5,000 square feet) and high density dwellings: The intent of this district is to provide an environment with a mix of single-family households, multiple dwellings and cluster developments.

1. Uses Allowed: See uses allowed by right and by conditional use in section 9-7-4 of this chapter.
2. Development Requirements: See bulk/coverage chart, section 9-7-8 of this chapter.
3. Duplex Units:
  - a. The minimum lot size for each duplex unit shall be the minimum lot size shown in the bulk/coverage chart, section 9-7-8 of this chapter.
  - b. Duplex units located on corner lots shall have entrances to each unit on opposing streets.
4. Multiple Units:

a. A structure on one lot or parcel which contains more than four (4) dwelling units shall require a conditional use permit.

E. LO/R zone/limited office and residential zone: Limited office district/minimum lot size for LO/R shall be seven thousand (7,000) square feet. The intent of this district is to allow professional offices and higher density residential, i.e., single-family, duplex, cluster and multiple dwellings. It is intended that this zoning designation shall act as a buffer between more intense nonresidential uses and residential uses. It is intended that office uses permitted in this category be located and designed so as to be in harmony with adjacent residential uses. The setbacks and materials used in construction shall correlate more closely to those used in residential areas.

1. Uses Allowed: See uses allowed by right and by conditional use in section 9-7-4 of this chapter. All residential development shall comply with the R-4 regulations.

2. Development Requirements: See bulk/coverage chart, section 9-7-8 of this chapter.

3. Design: Design shall be compatible to surrounding residential uses.

4. Landscaping: Nonresidential shall comply with the landscape ordinance, chapter 11 of this title.

F. C-1 zone/neighborhood commercial: The intent of this district is to permit the compatible coexistence of residential and small scale convenience business uses which are intended to meet the daily needs and service of the residents of an immediate neighborhood, to encourage clustering and strategic siting of such businesses and avoid intrusion of such uses into the adjoining residential districts. All such districts should be very limited in size and shall give direct access of transportation to arterials or collectors and shall not constitute all or any part of a strip development concept.

1. Uses Allowed: See uses allowed by right and by conditional use in section 9-7-4 of this chapter.

2. Development Requirements: See bulk/coverage chart, section 9-7-8 of this chapter.

3. Abutting Residential: When abutting a residential use the side yard setback shall be buffered.

4. Design: Design shall be compatible with surrounding residential uses.

5. Landscaping: Landscaping shall be equal to ten percent (10%) of the total lot area. The development services department shall review and may approve with modifications or disapprove any landscape plan for compliance with the provisions of chapter 11, "Landscaping/Open Space Requirements", of this title.

G. C-2 zone/central business district: The intent of this district is to accommodate and encourage a broad spectrum of commercial activities of various sizes and to promote and allow higher density residential development in the central business area.

1. Uses Allowed: See uses allowed by right and by conditional use in section 9-7-4 of this chapter.

2. Development Requirements: See bulk/coverage chart, section 9-7-8 of this chapter; landscaping, chapter 11 of this title; parking, chapter 12 of this title; and any other applicable requirements.

3. Existing: Front and sides/zero lot line.

4. New Construction: Street frontages, minimum of ten feet (10').

5. Landscaping: New construction shall provide some landscaping in front and parking areas, i.e., planter boxes, etc. The development services department shall review and may approve with modifications or disapprove any landscape plan.

H. C-3 zone/general commercial: This district is intended for residential use and commercial activities as allowed in the C-1 and C-2 districts, but also allows general business uses that are of a larger scale and more motor oriented to fulfill the need for travel related services as well as retail. Businesses shall be operated within enclosed buildings (excepting service station displays). This district promotes attractive "gateway" development along American Legion Boulevard and around perimeters of the C-2 district as defined on the zoning map and shall not be used to further promote any other strip development.

1. Uses Allowed: See uses allowed by right and by conditional use in section 9-7-4 of this chapter.

2. Development Requirements: See bulk/coverage chart, section 9-7-8 of this chapter; landscape, chapter 11 of this title; parking, chapter 12 of this title; and any other applicable requirements.

I. C-4 zone/heavy commercial: This district is intended for commercial activities allowed in other commercial zones but also allows heavy commercial activities such as large equipment/auto sales, wholesale, warehouse, and light manufacturing in conjunction with retail sales along already established strip commercial (gateway) on Highway 30, and Airbase Highway. The businesses are of a larger scale than the C-3 district and shall allow outdoor storage in rear yards and may be allowed in side yards if not on an opposing street. Screening of outdoor storage shall be required. (See landscaping/gateway, chapter 11 of this title.)

1. Uses Allowed: See uses allowed by right and by conditional use in section 9-7-4 of this chapter.

2. Development Requirements: See bulk/coverage chart, section 9-7-8 of this chapter; landscape, chapter 11 of this title; parking, chapter 12 of this title; and any other applicable requirements.

J. I-1 zone/light industrial: The intent of this district is to provide for light nonpolluting industrial development which is compatible with C-4, without residential intrusion, and to encourage the development of manufacturing and wholesale establishments which are clean, quiet, free of hazardous conditions or nuisances and are operated primarily within enclosed structures. Any outside storage/accessory shall be located in the rear, within a structure or screened from public right of way. No use is intended to be included, which by reason of its location with respect to the boundaries of the district or by reason of its operational characteristics, would create hazardous conditions or a threat to the health, safety and general welfare of the public or surrounding land uses. Any I-1 district shall be annexed into the city and must be in proximity to ensure connection to the municipal water and sewer systems of the city. The I-1 area north and northeast of the city limits shall be subject to requirements deemed necessary for protection of the aquifer (see unique uses/area of critical concern, chapter 9 of this title). The city may require special studies and reports as deemed necessary before any site, public or private, is allowed to develop.

1. Uses Allowed: See uses allowed by right and by conditional use in section 9-7-4 of this chapter.

2. Residential: Not permitted. A caretaker's/night watchman's sleeping quarters which is not used for living purposes may be permitted by conditional use.

3. Development Requirements: See bulk/coverage chart, section 9-7-8 of this chapter; landscape, chapter 11 of this title; parking, chapter 12 of this title; and any other applicable requirements.

4. Side Yard: When abutting residential zone, the side yard shall have a ten foot (10') side yard setback with buffer or screen required. (See landscape, chapter 11 of this title.)

K. I-2 zone/heavy industrial: The intent of this district is to provide industrial users ample room in the city to develop and expand without encroachment of noncompatible uses. No use is intended to be included, which, by reason of its location with respect to the boundaries of the district or by reason of its operational characteristics, would create hazardous conditions or a threat to the health, safety and general welfare of the public or surrounding land uses.

The city may require special studies and reports as deemed necessary before any site, public or private, is allowed to develop. Any I-2 development shall be in such proximity to be annexed and must also be in such proximity to ensure connection to the municipal water and sewer systems of the city. Any I-2 area development shall be subject to requirements deemed necessary for protection of the aquifer (see unique uses/area of critical concern, chapter 9 of this title) and air quality. The city may require special studies and reports as deemed necessary before any site, public or private, is allowed to develop.

1. Uses Allowed: See uses allowed by right and by conditional use in section 9-7-4 of this chapter.

2. Residential Permitted: A caretaker's/night watchman's sleeping quarters which are not used for living purposes shall be permitted.

3. Development Requirements: See bulk/coverage chart, section 9-7-8 of this chapter; landscape, chapter 11 of this title; parking, chapter 12 of this title; and any other applicable requirements. (Ord. 1628, 1-12-2015; amd. Ord. 1644, 2-8-2016; Ord. 1702, 11-23-2020)

## DEFINITIONS

**ASSISTED LIVING FACILITY:** A facility combining housing, supportive services, personalized assistance, and health care, designed to respond to the individual needs of those who need help with activities of daily living, such as dressing, grooming, and bathing, diet, financial management, evacuation of a residence in the event of an emergency, or medication prescribed for self-administration, but do not require hospitalization. This use does not contain equipment for surgical care or for treatment of disease or injury and does not include any use meeting the definition of a “nursing home.”

**CONDOMINIUM:** A condominium is an estate consisting of (i) an undivided interest in common in real property, in an interest or interests in real property, or in any combination thereof, together with (ii) a separate interest in real property, in an interest or interests in real property, or in any combination thereof.

Dwelling Mixed Residential and Commercial Unit.

**DWELLING, MULTIPLE THREE- FOUR (3-4) UNITS:** Three (3) or four (4) attached dwelling units where all such units are on the same lot/parcel.

**DWELLING, MULTIPLE WITH MORE THAN FOUR (4) UNITS:** More than four (4) attached dwelling units on a single lot/parcel, under single ownership, connected on no more than three (3) sides, may be horizontal or vertical.

**DWELLING, SINGLE-FAMILY:** A single dwelling unit, on a single lot/parcel, which is not attached to any other dwelling by any means and is used exclusively for the occupancy of one family, including a "group home" as defined by Idaho Code. Geoff will provide more clarity

**DWELLING, Single-family attached:** Two (2) dwelling units, attached horizontally by a common wall, at a parcel boundary line, where each single-family dwelling unit is on a single lot/parcel.

**DWELLING, TOWNHOUSE:** A townhouse/row house is a building containing three (3) or more dwelling units attached by a common wall(s), where each dwelling unit is located on a separate lot.

**DWELLING, TWO-FAMILY DUPLEX:** Two (2) dwelling units on a single lot/parcel, under single ownership attached horizontally/vertically by a common wall.

**DWELLING UNIT:** Any structure or portion thereof which meets adopted building codes and is used as a residence or living quarters of one or more persons. The dwelling unit does not include any attached or detached accessory structures.

**GROUP HOME:** As per Idaho Code, a profit or nonprofit place of residence for the sheltering of eight (8) or fewer mentally and/or physically handicapped or elderly persons to live in normal residential surroundings as single-family dwellings as provided for by Idaho Code. (Idaho Code 67-6531)

**MOBILE HOME:** A factory assembled structure, or structures generally constructed prior to June 15, 1976, and equipped with the necessary service connections and made so as to be readily movable as a unit or units on their own running gear and designed to be used as a dwelling unit or units with or without a permanent foundation.

**MOBILE HOME PARK:** A mobile home park (MHP overlay) means any site or tract of land under single ownership or control which has been planned and improved for the placement of more than one mobile home for non-transient use.

**MOBILE HOME SUBDIVISION:** A parcel of land divided into two (2) or more mobile home lots for sale and/or rent.

**NURSING HOME:** An extended or intermediate care facility licensed or approved to provide full time convalescent or chronic care to individuals who, by reason of advanced age, chronic illness or infirmity, are unable to care for themselves. Includes long term care facilities, extended care facilities and intermediate care facilities. (Also see definitions of Group Home and Adult Care Facility.)

**RECOVERY RESIDENCE:** A dwelling where persons are living, together with staff, as a single housekeeping unit providing care, supervision, and treatment for the exclusive use of persons requiring

- A. medical
- B. correctional
- C. or other mandated supervision
- D. or a protective environment to avoid past or likely future violence

Whose right to live together is not protected by the federal Fair Housing Amendments Act, as amended and as interpreted by the courts, and that does not meet the definition of another use in this Code.

**SHELTER HOME:** A facility providing basic services that may include food, personal hygiene support, information and referrals, employment, mail, and telephone services; including overnight sleeping accommodations to people with limited financial resources, including people who are experiencing homelessness.

## CITY OF MOUNTAIN HOME - BUILDING DEPARTMENT

## PERMITS ISSUED - February 2025

BP#	Date	Owner	Address	Construction	Value	BP Fee	Misc Fees	Builder
BLDG-25-40	2/4/2025	Joshua Hill	705 SW Miner St	Siding Permit	\$5,000.00	\$111.00	\$0.00	Mt. Range Builders
BLDG-25-41	2/4/2025	Agnes and Jacques Chung Hee	1045 East 18th North	Siding Permit	\$7,800.00	\$153.00	\$0.00	Mt. Range Builders
BLDG-25-42	2/5/2025	Colby Curtis	550 North Haskett	Fire Alarms	\$2,250.00	\$0.00	\$75.00	Crane Alarm Services
BLDG-25-29	2/5/2025	Demeyer Properties, LLC	270 NE Greystone Loop	Single Family Residential w/ attached garage	\$259,448.66	\$2,516.65	\$12,478.75	RKL Construction
BLDG-25-44	2/5/2025	Michael Enter	1445 Del Mar St	Roof Permit	\$19,996.00	\$321.00	\$0.00	Roofing Stop
BLDG-25-45	2/6/2025	Allied Potato	475 East 6th South	Fire Alarms	\$5,589.51	\$0.00	\$75.00	Johnson Controls
BLDG-25-43	2/6/2025	Richard Reese	120 South 3rd East	Remodel	\$75,000.00	\$1,146.60	\$0.00	BLDR Construction LLC
BLDG-25-13	2/7/2025	Kate Mink	1330 East 4th North	Window	\$1,064.80	\$42.00	\$0.00	Ace Glass
BLDG-25-38	2/10/2025	MBG LLC	690 North 2nd East	Interior Remodel	\$15,000.00	\$351.40	\$100.00	MBG LLC
BLDG-25-24	2/10/2025	Hubble Homes	1576 Witt Street	Single Family Residential w/ attached garage	\$172,674.57	\$1,674.94	\$12,478.75	Hubble Homes
BLDG-25-48	2/11/2025	Cyril Stansell	1245 East 19th North	Roof Permit	\$10,000.00	\$181.00	\$0.00	Roofing Stop
BLDG-25-49	2/11/2025	Charles Valen	1645 Fairway Ct	Fence	\$3,500.00	\$20.00	\$0.00	Big E's Services LLC
BLDG-25-17	2/14/2025	CBH Homes	2050 Strike Eagle St	Single Family Residential w/ attached garage	\$227,904.29	\$2,210.67	\$12,478.75	CBH
BLDG-25-16	2/14/2025	CBH Homes	2080 Strike Eagle St	Single Family Residential No Garage	\$122,667.09	\$1,189.87	\$12,478.75	CBH
BLDG-25-15	2/14/2025	CBH Homes	2089 North Thunderbolt St	Single Family Residential w/ attached garage	\$129,077.82	\$1,252.05	\$12,478.75	CBH
BLDG-25-8	2/14/2025	CBH Homes	2059 N Thunderbolt St	Single Family Residential w/ attached garage	\$211,312.94	\$2,049.74	\$12,478.75	CBH
BLDG-25-55	2/20/2025	CBH Homes	550 North Haskett BLDG 8	Carports 3	\$18,200.00	\$429.80	\$0.00	CBH
BLDG-25-50	2/21/2025	Howard Kibe	410 West 2nd North	Deck	\$1,400.00	\$51.00	\$0.00	Self
BLDG-25-51	2/21/2025	Daryl Enriquez	580 E 12th N	Window Permit	\$500.00	\$24.00	\$0.00	Ace Glass
BLDG-25-60	2/21/2025	Nate Fowler	1345 East 5th North	Window Permit	\$3,325.82	\$97.00	\$35.00	Ace Glass
BLDG-25-39	2/24/2025	Robert Johnson	1130 Phelps Circle	Fire damage repairs	\$120,000.00	\$1,106.00	\$0.00	Restore Idaho DBA Paul Davis Restoration
BLDG-25-63	2/28/2025	Richard Henderson	1330 Kyle St	Roof Permit	\$16,975.00	\$279.00	\$0.00	208 Roofing
BLDG-25-61	2/27/2025	ROIAMPM	590 EAST 2ND S	Demolition	\$2,000.00	\$50.00	\$0.00	self
BLDG-25-46	2/18/2025	Michael Enter	1445 Del Mar St	Siding Permit	\$5,000.00	\$111.00	\$0.00	Mt. Range Builders
Total# 24					Total Permit Values	\$1,435,686.50		
					Fee Totals	\$15,367.72	\$75,157.50	\$90,525.22

2024 totals	January - February 2024	January- February 2025				
108	20	13	New Residential Construction	\$1,123,085.37	# permits	6
8	5	0	New Non-Residential	\$0.00	# permits	0
			Additions, alterations, & repairs	\$312,601.13	# permits	18
			No value		# permits	0
			Total	\$1,435,686.50		24



City of Mountain Home Building Official



*Code Enforcement*

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*Kody Collins*

# February 2025

**29** Violation Identified

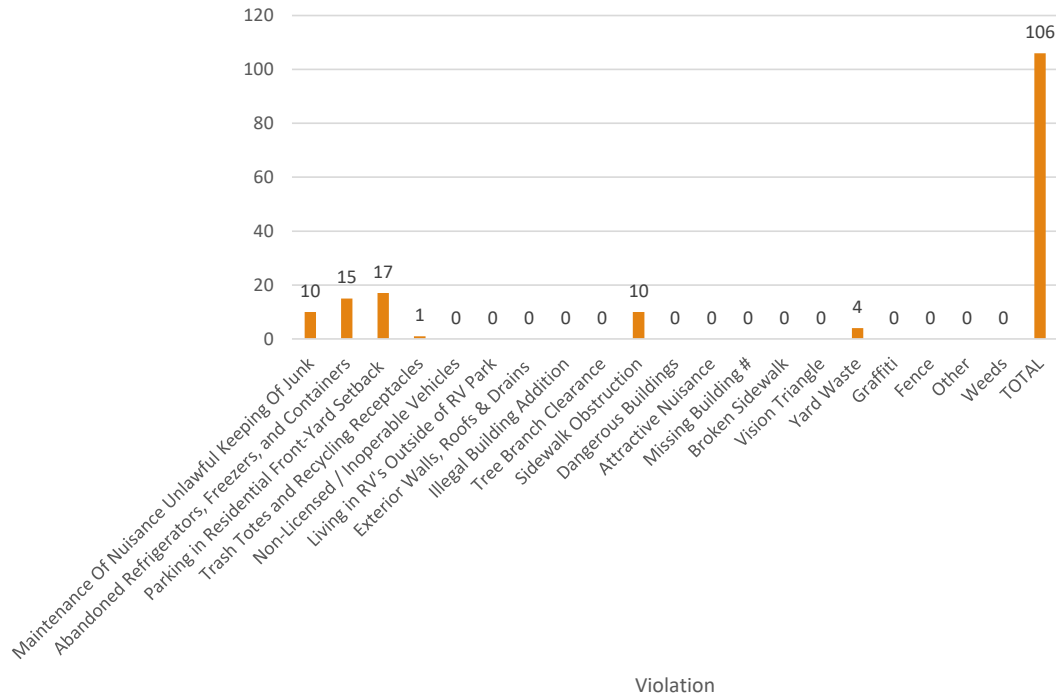




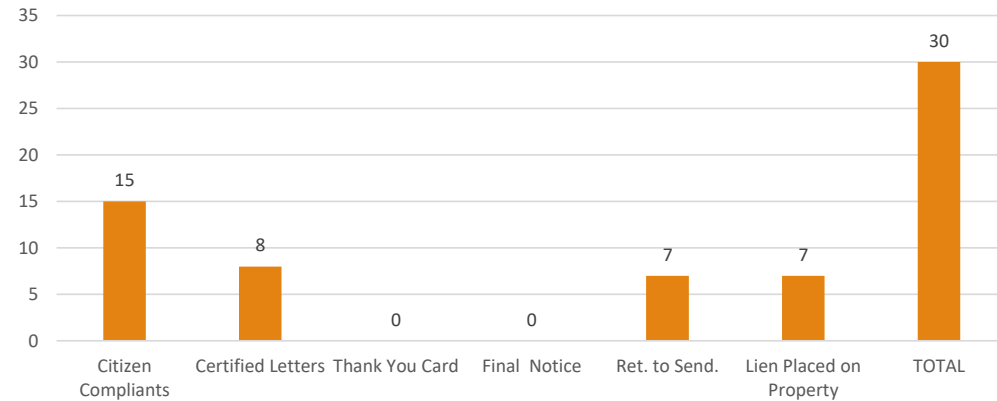
# 2025 Totals

29 Violations identified as of February 28th

2025 Totals



Administrative actions





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## **GIS Administrator Monthly Report FEBRUARY 2025:**

### **GIS Mapping:**

- 1) Add Backflow Devices to water map (1,042 logged on map 3,235 reports reviewed as of 02/21/25)
- 2) Update Fiber Optics Map input 144,952 ft of cable (600 lines of data) as of 02/21/2025
- 3) Add data to stormwater layer.
- 4) Maps of all city parks
- 5) Maps of all city stormwater ponds
- 6) Update water and wastewater map layers
- 7) Added City Land swap data to City property layer
- 8) Online meeting with Elmore county/City police/and Flex GIS services for dispatch
- 9) Online meeting with Civic Plus Asset management company

### **CAD Drawings:**

- 1) Update Fiber Optics Map.....ONGOING
- 2) Cemetery map updates
- 3) Add new water and wastewater lines to map
- 4) **Airport Hangers:** Found that the drawing for the “west hangers” was not accurate. Redesigned drawing for hanger locations. Emailed “new “corrected drawing to the Airport Mgr.
- 5) Fiber LID 1 Close out maps.

### **DIG-LINE LOCATES:**

63 locates @ +/- 20 min ea. (21 Working Hrs.) 02/3/25 to 02/28/25.

### **Other/To Do:**

- 1) Review legal description of properties to be developed and approve on Open Gov.
- 2) City land swap locations on map.
- 3) US Census Bureau Report/Map update and mail in.