



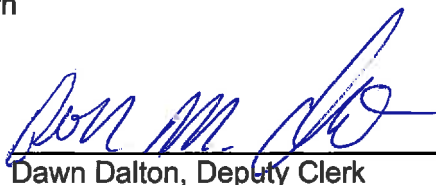
AGENDA

Middleton Planning and Zoning Commission Meeting

Date: Monday, February 11, 2019 Time: 7:00 p.m. Location: 6 N. Dewey Ave., Middleton ID

1. Call To Order - Pledge of Allegiance
2. Roll Call
3. Information Items:
4. Action Items
 - A. Consider approving minutes of the January 14, 2019 Regular Meeting.
 - B. Consider approving a special meeting, jointly with the City Council, at 7:00 p.m. on February 28, 2019 at the Trolley Station to share and receive information about 10-15 Middleton projects affecting the Middleton Community.
 - C. Consider approving a request by Wesley McDermott to amend Raw Pastures preliminary plat from three lots to four lots on approximately 12.5 acres. The subject property is located at 0 Foothill Road, approximately 130 feet of south of Foothill Road and approximately 600 feet east of Duff Lane, Middleton, Idaho.
 - D. **Public Hearing:** Consider approving a request by Joshua Connell for a special use permit to except certain real property from Middleton City Code 5-2-3: side setbacks from 10 feet to 5 feet on both sides. The subject property is located at 519 Fairhaven, Middleton, Idaho.
 - E. **Public Hearing:** Consider approving a request by Aaron Dubie for a special use permit to except certain real property from Middleton City Code 5-2-3: side setbacks from 12 feet to 3' on both sides. The subject property is located at 13 S. Hawthorne Ave., Middleton, Idaho, across the street from the Middleton Post Office.
 - F. Training – Middleton City Code Title One Chapters 14 and 15.
 - G. Commission discussion about any subject.
5. Public Comments
6. Commission/Staff Comments
7. Adjourn

Posted by:


Dawn Dalton, Deputy Clerk

Date: February 7, 2019 4:30 p.m.

A

**MIDDLETON CITY PLANNING AND ZONING
COMMISSION MINUTES
JANUARY 14, 2019**

The Planning and Zoning Commission Meeting of December 10, 2018 was called to order by Chairman Gregory at 7:00 p.m.

Roll Call: Commissioners Jackie Hutchison, Kent Brough, Whitney Springston and Chairman Janet Gregory were all present. Vice Chairman Ray Waltemate was excused.

Action Items

A. Consider approving minutes of the December 10, 2018 Regular Meeting.

Motion: Motion by Commissioner Springston to approve the minutes of the December 10, 2018 Regular Meeting was seconded by Commissioner Brough and carried unanimously.

B. Public Hearing. Consider approving a request by Tradition Capital Partners, LLC for a Special Use Permit to except Fountain Springs Ct. (1184 feet long) from Middleton City Code (MCC) MCC 5-4-10-2.E, maximum length of a cul-de-sac of 600 feet. The subject property is located south of Foothill Road, east of New Castle Court, and north of The Lakes at Telaga Subdivision, Middleton, Idaho.

Chairman Gregory called the agenda item and declared the public hearing open. City Planning and Zoning Official Randall Falkner gave a brief staff report.

Commissioner Brough asked Mr. Falkner if a resident requested a traffic impact study be completed can one be done and give to the City. Mr. Falkner responded that the City had already looked at the need to have a traffic impact study completed but since there were not more than twenty-five units being built there is not an automatic trigger per City Code to have a traffic impact study.

Peggy Breski from Horrocks Engineers spoke on behalf of the applicant. Mrs. Breski clarified that resident concerns regarding the traffic impact study had been addressed but that there is not a need or a requirement for a traffic impact study since there are not more than twenty-five units being built in the subdivision.

Mrs. Breski also commented on that the request for the exception to City Code MCC 5-4-10 asking for a 1,100-linear foot cul-de-sac. Mrs. Breski stated that the cud-de-sac in Goldstream Ct. their cul-de-sac is approximately 1,366 ft in linear length and that New Castle Ct. is approximately 882 ft in linear length, meaning that this subject has been brought to the City and approved before.

Residents **Barbra Griffin, Mark Christiansen, James Griffin, Lee Christensen and Farris Smotherman** all spoke in favor of the cul-de-sac but wanted to see more vegetation and maybe a berm along the easement.

Spencer Kofed spoke in response to the resident's concerns with a berm being placed. Mr. Kofed stated that the easement will have water and sewer lines beneath causing potential issues in the future for access to these lines if there was a berm placed on top of it. Mr. Kofed did assure the residents that some type of greenery would be planted in the area.

Chair Gregory declared the public comment portion of the hearing closed and Commission discussion followed.

Motion: Motion by Commissioner Hutchison to approve a request by Tradition Capital Partners, LLC for a Special Use Permit to except Fountain Springs Ct. (1184 feet long) from Middleton City Code (MCC) MCC 5-4-10-2.E, maximum length of a cul-de-sac of 600 feet. The subject property is located south of Foothill Road, east of New Castle Court, and north of The Lakes at Telaga Subdivision, Middleton, Idaho., was seconded by Commissioner Springston and carried unanimously.

C. Consider approving design review of residential structures in Sawtooth Lake Subdivision Phase I pursuant to city council conditions of preliminary plat approval.

Chairman Gregory called the agenda item and City Planning and Zoning Official Randall Falkner gave a brief staff report.

Tim Mockwa from Hayden Homes informed the Commission that the rear setbacks were a oversight on the designers part and that the plans will be corrected and submitted to the City with the correct setbacks as required.

Motion: Motion by Commissioner Springston to recommend city council approve the design review of residential structures in Sawtooth Lake Subdivision Phase I pursuant to city council conditions of preliminary plat approval, was seconded by Commissioner Brough and carried unanimously.

Public Comments: none.

Commission/Staff Comments: Mayor Darin Taylor spoke to Commissioners regarding procedural piratical for Planning and Zoning Meetings.

Adjourn

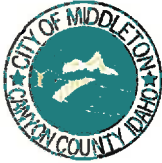
Chairman Gregory declared the meeting of the Planning and Zoning Commission adjourned at 8:09 p.m.

ATTEST:

Janet Gregory, Chairman

Randall Falkner, Planning and Zoning Official
Approved: February 11, 2019

C



ADMINISTRATIVE REVIEW AND REPORT

Middleton Planning and Zoning Commission

Raw Pastures Estates Subdivision

A request by Wesley McDermott to amend Raw Pastures preliminary plat from three lots to four on approximately 12.5 acres. The subject property is approximately 130 feet south of Foothill Rd and approximately 615 feet east of Duff Ln, Middleton, Idaho, commonly referred to as Canyon County parcel number R33853010A0.

Applicant: Wesley McDermott
374 Cerro St
Encinitas, CA 92024

Representative: Bruce Peterson

1. **APPLICATION:** The application was accepted by the City on February 6, 2019.

2. **NOTICE OF PUBLIC HEARING:**

Letters to 300' Property Owners:	February 6, 2019
Letters to Agencies:	February 6, 2019

3. **APPLICABLE CODES AND STANDARDS:**

Idaho Code Title 67, Chapter 65
Middleton City Code (MCC) 1-14-1, 2, 4, 1-15-1, 5, and 5-4-4
Middleton Comprehensive Plan, Dec. 20, 2017 version

4. **PLANNING AND ZONING OFFICIAL REVIEW COMMENTS:**

On November 28, 2018 the Middleton City Council approved a preliminary plat permit for Raw Pastures Estates Subdivision. The Decision and Order for Raw Pastures Estates states that preliminary and final plats are approved if Southwest District Health grants a sewer permit on the lot that is less than two acres and that the City Engineer will sign the final plat once the driveway is built and the final plat is in substantial conformance with the approved preliminary plat. The driveway still needs to be built, however; Southwest District Health approved the request for a sewer permit on January 3, 2019.

The applicant proposes to amend the Raw Pastures Estates Subdivision preliminary plat from three lots to four.

Written Agency Responses to Date: No agency responses received.

Written Property Owners Responses to Date: No property owner responses received.

5. CONCLUSION

The proposed preliminary plat complies with city code and standards.

Reviewed and Reported by Randall Falkner, February 6, 2019



February 11, 2019

TO: Randall Faulkner, Zoning Official

FROM: Civil Dynamics PC, City Engineer
Amy Woodruff, PE

A handwritten signature in blue ink, appearing to read "Amy Woodruff", is written over the printed name.

RE: RAW PASTURES – REVISED Preliminary Plat/Final Plat Submittal

Thank you for the opportunity to review the submittal for the above referenced preliminary plat and final plat. Below is a summary of items noted during the review:

MCC 6-1-1.A. All lots are required to front on a public road unless otherwise approved by the City.

Please revise Note 15 to remove the "common area" language and simply note Lot 4 Block 1 is an unbuildable lot due to access and sanitary restrictions will remain in place. The Lot 4 Block 1 area is not intended to be held in common.

VICINITY MAP

VICINITY 12-1000'



LEGEND

-

OWNER:

OWNER AND DEVELOPER:
YAN MACDONALTT
FELSLEY MACDONALTT
443 SOUTHVIEW XING
KENTWOOD CENTER, OH 43039

LAND SURVEYOR:
MARLE LAND SURVEYING, LLC
206 W MAIN ST. UNIT 9
BROOKLTON, ID 83601
(208-361-7513)

SITE:
CURRENT ZONING: 704F R-3
PROPOSED ZONING: ZONE R-2
ON-APPEAL SETBACK
FRONT: 25'
SIDE: 10'
REAR: 10'
BACK YARD: 20'
STREET SETBACK: 25'
PLOT AREA: 75'
TOTAL LOT SIZE: 8,000 SF
TOTAL AREA: 545,112 SF
COMMON AREA: 10,000 SF
RESIDENTIAL LOT: 3
TOTAL LOT: 3

CHRIS MALCOM
3257 FORTHILL RD.
EDDLETON, W 83844

TIME 2-3

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NAUPEA, ID. 83655

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NOTES

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4. THIS SUBSECTION SHALL COMPLY WITH LEAD CODE SECTION 31-3803 CONCERNING ARSINICUM IN WATER.

3. MINIMUM BUILDING SETBACK LINES SHALL BE IN ACCORDANCE WITH THE APPLICABLE ZONING AND SUBDIVISION REGULATIONS AT THE TIME OF ISSUANCE OF THE BUILDING PERMIT OR AS SPECIFICALLY APPROVED AND/OR REQUIRED.

7. DOMESTIC WATER WILL BE PROVIDED BY A WELL.

8. THERE ARE NO WETLAND AREAS, ENDANGERED WILDLIFE OR HABITAT, EVIDENCE OF EROSION, HISTORICAL ASSETS, OR ARCHAIC VEGETATION ON SITE.

11. GARNY ASSOCIATION SHALL BE PROVIDED TO EACH LOT THRU A DIVERSION SYSTEM.

(3) THE NUMBER OF LOTS ON THE DRINKS-AND-TOBACCO TRAIL (3).

15. LOT 4, BLOCK 1 SHALL BE A COMMON AREA AND IS NOT A BUILDABLE LOT.

SURVEYOR'S CERTIFICATE

I, JEREMIAH B. FIELDING, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, LICENSED BY THE STATE OF IOWA, AND THAT THIS MAP HAS BEEN PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION, AND THAT THIS MAP IS AN ACCURATE REPRESENTATION OF SAID SURVEY.

12220

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PRELIMINARY PLAT
OF

OF
RAW PASTURES ESTATES

W. G. T. & N., R. 2 N., E. 2 E.

NY / 424-04-01-00-0000

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ADMINISTRATIVE REVIEW AND REPORT

Planning and Zoning Commission

A request by Joshua Connell for a special use permit to except from Middleton City Code 5-2-3: side setback from 10 feet to five (5) feet. The subject property is located at 519 Fairhaven Street, Middleton, Idaho.

Applicant: Joshua Connell
2058 E. Franklin Rd, Ste 100
Meridian, ID 83642

1. **APPLICATION:** The application was accepted by the City on January 17, 2019.

2. **NOTICE OF PUBLIC HEARING:**

Published notice Idaho Press Tribune:	January 25, 2019
Letters to 300' Property Owners:	January 24, 2019
Letters to Agencies:	January 24, 2019
Property Posted:	February 4, 2019

3. **APPLICABLE CODES AND STANDARDS:**

Idaho Code Title 67-6512(f) and 67-6512
Middleton City Code (MCC) 1-14-1, 2, 4; 1-15-2 and; 5-4-1 Table 2

4. **PLANNING AND ZONING OFFICIAL REVIEW COMMENTS:**

The applicant is requesting a special use permit to except from the 10 foot side setback requirement in R-4 zoning. The request is to have a five (5) foot side setback on the south side of the property.

The south side of the property is contiguous to a common lot drainage area where no houses will be built. The applicant states that when this community was developed in 2006 that it was done with five foot setbacks and that the abutting property to the west has the same five foot setback that they are requesting.

A neighborhood meeting was held on January 15, 2019 at the subject site. The applicant states that a total of four neighbors attended the meeting, there is support for the request, and that neighbors are grateful that the vacant dirt lot with weeds will finally be developed. The only concern was from the neighbor to the north that they did not want the setback request to be five feet from their property. The property owner clarified that the request for a five foot setback is on the south side.

Written Agency Responses to Date: No agency responses received.

Written Property Owners Responses to Date: The city has received three emails from neighbors supporting the request.

5. CONCLUSION

The request to except from Middleton City Code 5-2-3 side setback from 10 feet to five (5) will allow a home to be built on site with 5 foot setbacks on the south side. The south side of the property is adjacent to a common drainage area that does not and will not have any future homes. The requested setback is consistent with the setback for the property to the west also in the R-4 zone. Granting this request will not cause injury, damage or hardship to another person or property, and is consistent with the Middleton Comprehensive Plan Housing Goal 11 Objective B to promote infill housing improvements.

Reviewed and Reported by Randall Falkner February 6, 2019



CITY OF MIDDLETON
P O Box 487
1103 W MAIN ST, MIDDLETON, ID 83644
208-585-3133, FAX: 208-585-9601
WWW.MIDDLETON.ID.GOV



Planning and Zoning Department

Application

Fee Paid: \$ 375.00 Rec 1.232330
Application Accepted by: [Signature]
Date Application Accepted: 1/17/19

Applicant:

Joshua Connell 208-954-4765 josh@GoodNews Realty Group.com
Name Phone Email
2058 E. Franklin Rd Ste 100 Meridian, ID 83642
Mailing Address City, State Zip

Representative:

Name Phone Email

Mailing Address City, State Zip Code

PUBLIC HEARINGS **

- ☐ Annexation and Zoning
☐ Rezone
☐ Vacate Right-of-Way
☐ Comprehensive Plan Map or Text Amendment

PUBLIC MEETINGS *

- ☐ Design Review
☐ Preliminary Plat
☐ Construction Plans
☐ Final Plat

PUBLIC HEARINGS **

- ☒ Special Use Permit
☐ Development Agreement
☐ Variance
☐ Ordinance Amendment

- * Public Meetings: individuals have a right to observe at an open meeting.
** Public Hearings: a neighborhood meeting is required before filing an application, and individuals have a right to participate in the hearing by offering comments.

Site Information:

Site Address: 519 Fair haven, Middleton, ID Total Acres: .16

Assessor's Tax Parcel No(s): _____

Crossroads: main W Main & cemetery / subdivision Fair haven & Concord

Existing Zoning: R-4 Proposed Zoning: _____

Floodplain Zone: _____ Hillside (grades exceeding 10%): _____

Joshua Connell 1/17/19 [Signature]
Applicant's Printed Name Date Applicant's Signature



CITY OF MIDDLETON

P O Box 487

1103 W MAIN ST, MIDDLETON, ID 83644

208-585-3133, FAX: 208-585-9601

WWW.MIDDLETON.ID.GOV

Planning and Zoning Department

Application

Rev: 12/13/2018

Fee Paid: \$ 375.00

Application Accepted by: RF

Date Application Accepted: 1/17/19

Checklist - A complete Planning and Zoning Application must include the following.

☒ Application Form

☒ Application Fee (see Fee Schedule). Note: City Engineer and City Attorney expenses incurred by the city throughout the approval process that are related to relating to this Application are billed to the applicant in addition to the Application Fee. _____ Applicant Initial

☒ Vicinity Map: attach an 8 1/2" x 11" map showing the subject property in relation to land around it that includes the nearest public roads.

☒ Narrative: describe and explain your request, anticipated adverse impacts on neighbors, and other information helpful to decision-makers. Please attach the following if applicable.

Applicable Not Applicable

☐☒

Describe how request is consistent with comprehensive plan (for annexation, zoning, comprehensive plan or ordinance amendments only)

☐☒

Design review materials and information (design review application only)

☐☒

Proposed preliminary plat, drainage calculations, traffic impact study

☐☐

Proposed construction drawings (construction plans application only)

☐☐

Proposed final plat (for final plat application only)

☐☒

Proposed development agreement

☐☐

Worksheet (for special use permit or variance only)

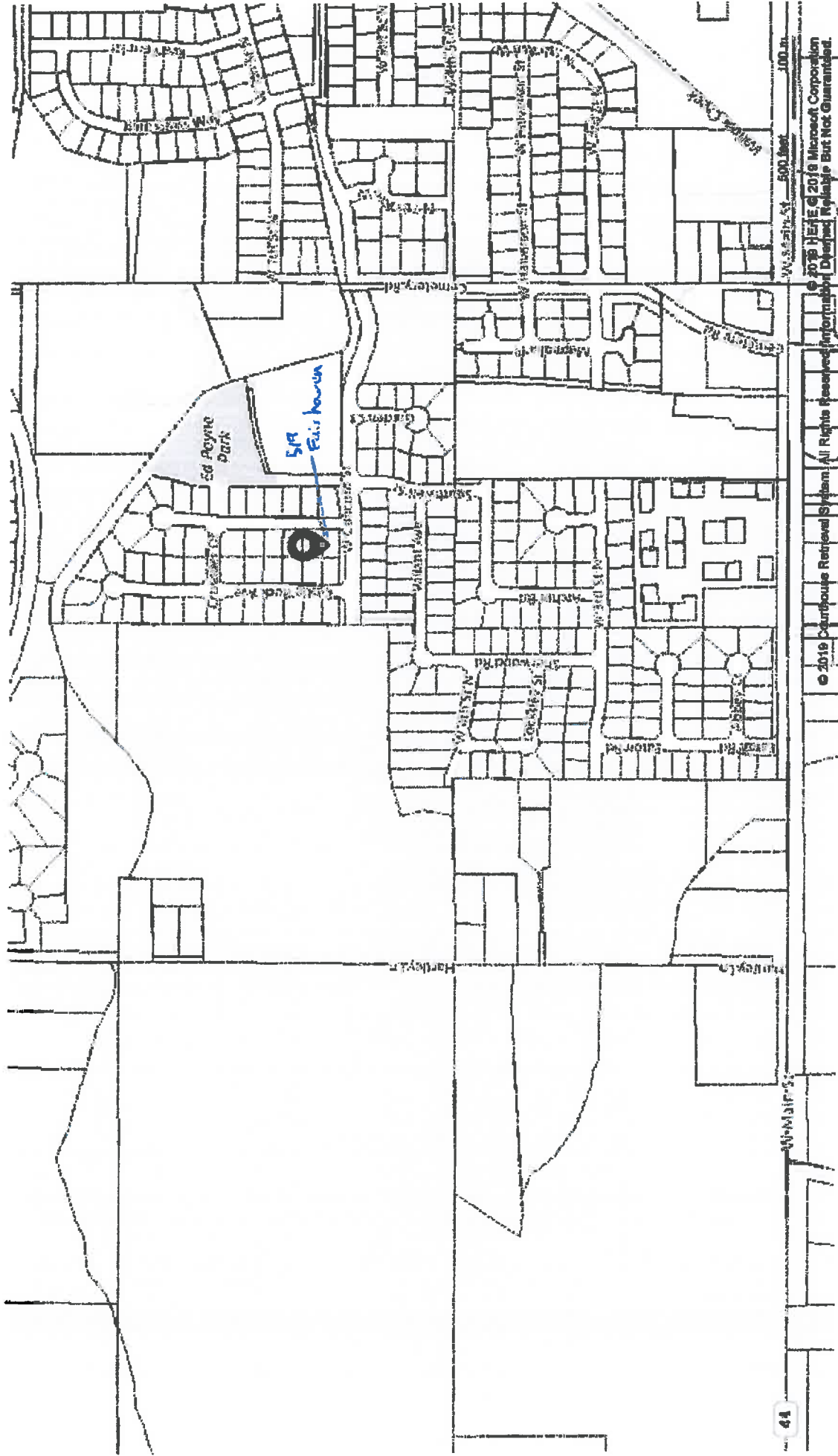
☒ Proof of Ownership or Owner's Consent: attach a copy of landowner's deed and, if applicable, a letter from the landowner that authorizes the applicant to file an application.

☒ Property Boundary Description including reference to adjoining road and waterway names that is signed and stamped by a land surveyor registered in the State of Idaho. If more than one zoning designation is being requested, separate legal descriptions are required for each zoning designation.

☒ Neighborhood Meeting: If applicable, attach original sign-up sheet.

☒ Mailing Labels: Adhesive mailing labels containing the names and addresses of property owners within 300 feet of the external boundaries of the subject property (available at Canyon County Assessor's office or title companies). Two(2) sets if application requires a public hearing.

☒ Complete Application (City use only: check box and Initial if Application is complete): RF



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or Deemed Reliable But Not Guaranteed.

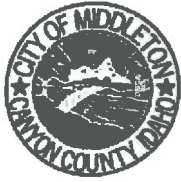
To Whom It May Concern,

I am hoping to gain an exception to the current 10 foot set back requirements, and would like to obtain a conditional use permit to allow a 5 foot setback on the south side of the property. On the south side of the property line—where we would like to use the 5 foot set back—is a common area drainage where no house will be built. The current zoning for the property is R-4 which require 10 feet side setbacks from the property line on either side. I would like to obtain this 5 foot setback on the south side which is what the setbacks were when the community was developed in 2006. The developer put in the CCR's that the position of the home should be laid out with, "side five (5) feet and ten (10) feet, (fifteen (15) feet total between houses)".

The property to the West has the same setbacks that we are requesting: 5 feet on the South, 10 feet on the North. This home also touches the common area drainage to the south side. When hosting the neighborhood meeting, everyone who came was very supportive and just grateful that the dirt/weed lot will finally have a house on it. The only objection we received is that the neighbors to the North wanted to make sure the 5 foot set back would not be on the North side of the property, which aligned with our goals.

Gratefully,

A handwritten signature in blue ink, consisting of a stylized 'J' followed by a horizontal line and a small flourish.



CITY OF MIDDLETON
P O Box 487 AVENUE, MIDDLETON, ID 83644
208-585-3133, FAX: 208-585-9601
WWW.MIDDLETON.ID.GOV

Planning Department
Conditional Use Permit Checklist
Rev: 09/13/2017

Property Owner(s): Joshua Connell

Please answer the following questions:

1. Property Size: 16 acres
2. Crossroads: Main Cemetery Rd & W Main St. / Neighborhood Emrhaven Rd. & Concord St.
3. Future Land Use Designation: Residential
4. Surrounding Land Uses: Residential
5. If approved, what is the expected effect on roadways and traffic? Expected effect to be one more single family using roadways.
6. Will the proposed use generate a nuisance of light, glare, noise, vibration, smoke, fumes, odor, dust, etc.? NO.

If applicable:

Days and hours of operation: NA

Number of employees (full-time): NA (part-time): NA

Number of employees (living on-site): NA (living off-site): NA

Frequency of deliveries: NA Location of deliveries: NA

Commission Evaluation: A public hearing will be scheduled before the Planning and Zoning Commission, which will review the application, receive verbal and written comments, and make a final decision based on the standards identified in Middleton City Code 5-3-4 and other applicable code sections.

How will the proposed use be harmonious with the goals, objectives, and strategies in the Comprehensive Plan?

Will the proposed use be served adequately by essential public facilities and services (pathways, streets, police and fire protection, drainage structures, refuse disposal, water and sewer and schools or will the proposed use create excessive additional requirements at public cost for public facilities and services?

Will the proposed use be injurious to others by involving activities, processes, materials, equipment or conditions of operation that will be hazardous, or a nuisance to a person, or to existing or future neighboring uses? Nuisance means excessive traffic, vibration, noise, dust, fumes, glare, or odors or other similar nuisances.



RE-24 VACANT LAND REAL ESTATE PURCHASE AND SALE AGREEMENT

JULY 2018
EDITION



Page 1 of 7

THIS IS A LEGALLY BINDING CONTRACT, READ THE ENTIRE DOCUMENT, INCLUDING ANY ATTACHMENTS.
IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT BEFORE SIGNING.
NO WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF HABITABILITY, AGREEMENTS OR
REPRESENTATIONS NOT EXPRESSLY SET FORTH HEREIN SHALL BE BINDING UPON EITHER PARTY.

1 ID# Midd-123 DATE 12/07/2018

2 LISTING AGENCY FSBO Office Phone # _____ Fax # _____

3 Listing Agent _____ E-Mail _____ Phone # _____

4 SELLING AGENCY Realty ONE Group Professionals Office Phone # 208-375-3750 Fax # _____

5 Selling Agent Joshua Connell E-Mail Josh@GoodNewsRealtyGroup.com Phone # 208-954-4765

6 1. BUYER: Joshua Connell

7 (Hereinafter called "BUYER") agrees to purchase, and the undersigned SELLER agrees to sell the following described real estate hereinafter referred to

8 as "PROPERTY" COMMONLY KNOWN AS 519 Fairhaven

9 Middleton City Canyon County, ID, Zip 83644 legally described as:

10 Lot 3, Block 10 Nottingham Greens 2

11 OR Legal Description Attached as exhibit _____ (Exhibit must accompany original offer and be signed or initialed by

12 BUYER and SELLER.)

13 2. \$ 38,000.00 PURCHASE PRICE: Thirty-Eight Thousand DOLLARS,

14 payable upon the following TERMS AND CONDITIONS (not including closing costs):

15 This offer is contingent upon the sale, refinance, and/or closing of any other property ☐ Yes ☒ No

16 3. FINANCIAL TERMS: Note: A+C+D+E must add up to total purchase price.

17 (A) \$ 1,000.00 EARNEST MONEY: One Thousand DOLLARS

18 BUYER hereby offers the above stated amount as Earnest Money which shall be credited to BUYER upon closing. Earnest Money is:

Evidenced by:	Held By:	Delivered:	Deposited:
<input type="checkbox"/> Cash	<input type="checkbox"/> Responsible Broker	<input type="checkbox"/> With Offer	<input checked="" type="checkbox"/> Upon Receipt and Acceptance
<input checked="" type="checkbox"/> Personal Check	<input checked="" type="checkbox"/> Closing Company	<input checked="" type="checkbox"/> Within <u>3</u> business days (three [3] if left blank) of acceptance.	<input type="checkbox"/> Upon Receipt Regardless of Acceptance
<input type="checkbox"/> Cashier's Check	<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____
<input type="checkbox"/> Wire Transfer			
<input type="checkbox"/> Note			
<input type="checkbox"/> Other _____			

20 THE RESPONSIBLE BROKER SHALL BE: Zachary Lopez

21 (B). ALL CASH OFFER: ☐ NO ☒ YES If this is an all cash offer do not complete Sections 3C and 3D, fill blanks with N/A (Not Applicable). IF

22 CASH OFFER BUYER'S OBLIGATION TO CLOSE SHALL NOT BE SUBJECT TO ANY FINANCIAL CONTINGENCY. BUYER agrees to provide

23 SELLER within 5 business days (five [5] if left blank) from the date of acceptance of this agreement by all parties written confirmation of sufficient

24 funds and/or proceeds necessary to close transaction. Acceptable documentation includes, but is not limited to a copy of a recent bank or financial

25 statement.

26 Cash proceeds from another sale: ☐ Yes ☒ No

27 (C). \$ _____ NEW LOAN PROCEEDS: This Agreement is contingent upon BUYER obtaining the following financing:

28 FIRST LOAN of \$ 0.00 not including mortgage insurance, through ☐ FHA, ☐ VA, ☐ CONVENTIONAL, ☐ IHFA,

29 ☐ RURAL DEVELOPMENT, ☐ OTHER NA with interest not to exceed NA % for a period of NA year(s) at:

30 ☐ Fixed Rate ☐ Other NA. In the event BUYER is unable, after exercising good faith efforts, to obtain the indicated financing,

31 BUYER's Earnest Money shall be returned to BUYER.

32 SECOND LOAN of \$ _____ through ☐ FHA, ☐ VA, ☐ CONVENTIONAL, ☐ IHFA, ☐ RURAL DEVELOPMENT,

33 ☐ OTHER NA with interest not to exceed NA % for a period of NA year(s) at: ☐ Fixed Rate ☐ Other NA

34 LOAN APPLICATION: BUYER ☐ has applied OR ☐ shall apply for such loan(s). Within _____ business days (ten [10] if left blank) of final acceptance

35 of all parties, BUYER agrees to furnish SELLER with a written confirmation showing lender approval of credit report, income verification,

36 debt ratios, and evidence of sufficient funds and/or proceeds necessary to close transaction in a manner acceptable to the SELLER(S) and

37 subject only to satisfactory appraisal and final lender underwriting. If an appraisal is required by lender, the PROPERTY must appraise at

38 not less than purchase price or BUYER'S Earnest Money shall be returned at BUYER'S request unless SELLER, at SELLER'S sole discretion,

39 agrees to reduce the purchase price to meet the appraised value. SELLER shall be entitled to a copy of the appraisal and shall have 24 hours from

40 receipt thereof to notify BUYER of any price reduction. BUYER may also apply for a loan with different conditions and costs and close transaction

41 provided all other terms and conditions of this Agreement are fulfilled, and the new loan does not increase the costs or requirements to the SELLER.

42 FHA / VA: If applicable, it is expressly agreed that notwithstanding any other provisions of this contract, BUYER shall not be obligated to complete

43 the purchase of the PROPERTY described herein or to incur any penalty or forfeiture of Earnest Money deposits or otherwise unless BUYER has

44 been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Veterans Administration or a

45 Direct Endorsement lender setting forth the appraised value of the PROPERTY of not less than the sales price as stated in the contract.

46 If such written confirmation required in 3(B) or 3(C) is not received by SELLER(S) within the strict time allotted, SELLER(S) may at their option cancel

47 this agreement by notifying BUYER(S) in writing of such cancellation within _____ business days (three [3] if left blank) after written confirmation was

48 required. If SELLER does not cancel within the strict time period specified as set forth herein, SELLER shall be deemed to have accepted such written

49 confirmation of lender approval or waived the right to receive written confirmation and shall be deemed to have elected to proceed with the transaction.

50 SELLER'S approval shall not be unreasonably withheld.

BUYER'S Initials (JA) Date 12/07/2018 SELLER'S Initials (JP) Date 12/07/2018

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PROPERTY ADDRESS: 519 Fairhaven

Middleton

83644

ID#:

Midd-123

(D). \$ ADDITIONAL FINANCIAL TERMS:

☐ Additional financial terms are specified under the heading "OTHER TERMS AND/OR CONDITIONS" (Section 4).

☐ Additional financial terms are contained in a FINANCING ADDENDUM of same date, attached hereto, signed by both parties.

(E). \$ 37,000.00

APPROXIMATE FUNDS DUE AT CLOSING: Cash at closing, not including closing costs, to be paid by BUYER at closing, in GOOD FUNDS, which includes: cash, electronic transfer funds, certified check or cashier's check.

4. OTHER TERMS AND/OR CONDITIONS: This Agreement is made subject to the following special terms, considerations and/or contingencies which must be satisfied prior to closing

5. "NOT APPLICABLE" DEFINED: The letters "n/a," "N/A," "n.s.," and "N.A." as used herein are abbreviations of the term "not applicable." Where this agreement uses the term "not applicable" or an abbreviation thereof, it shall be evidence that the parties have contemplated certain facts or conditions and have determined that such facts or conditions do not apply to the agreement or transaction herein.

6. INSPECTION:

(A). BUYER IS STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY AND ALL MATTERS AFFECTING THE VALUE OR DESIRABILITY OF THE PROPERTY INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING:

SIZE: Square footage and lot size. (Any numerical statements regarding these items are APPROXIMATION ONLY, and have not been and will not be verified and should not be relied upon by BUYER.)

1. LINES AND BOUNDARIES: Property lines and boundaries, septic, and leach lines (Fences, walls, hedges, and other natural or constructed barriers or markers do not necessarily identify true property boundaries. Property lines may be verified by surveys.)

2. ZONING AND LAND USE: Inquiries, investigations, studies or any other means concerning past, present or proposed laws, ordinances, referendums, initiatives, votes, applications and permits affecting the current use of the PROPERTY, BUYER's intended use of the PROPERTY, future development, zoning, building, size, governmental permits and inspections. Both parties are advised that Broker does not guarantee the status of permits, zoning or code compliance. The parties are to satisfy themselves concerning these issues.

3. UTILITIES AND SERVICE: Availability, costs, and restrictions of utilities and services, including but not limited to, sewage, sanitation, water, electricity, gas, telephones, cable TV, internet and drainage.

4. UTILITIES, IMPROVEMENTS & OTHER RIGHTS: SELLER represents that the PROPERTY does have the following utilities, improvements, services and other rights available (describe availability): Water, Sewer, Gas, and Power

5. HAZARDOUS MATERIALS: The real estate broker(s) or their agents in this transaction have no expertise with respect to toxic waste, hazardous materials or undesirable substances. BUYERS who are concerned about the presence of such materials should have the PROPERTY inspected by qualified experts. BUYER acknowledges that he/she has not relied upon any representations by either the Broker or the SELLER with respect to the condition of the PROPERTY that are not contained in this Agreement or in any disclosure statements.

6. TAX LIABILITY: The BUYER and SELLER acknowledge that they have not received or relied upon any statements or representations by the Broker with respect to the effect of this transaction upon BUYER's or SELLER's tax liability.

(B). BUYER chooses ☒ to conduct inspections; ☐ not to conduct inspections. If BUYER chooses not to conduct inspections skip the remainder of Section 6. If indicated, BUYER shall have the right to conduct inspections, investigations, tests, surveys and other studies at BUYER'S expense, hereafter referred to as the "Primary Inspection." BUYER'S inspection of the PROPERTY includes all aspects of the PROPERTY, including but not limited to neighborhood, conditions, zoning and use allowances, environmental conditions, applicable school districts and/or any other aspect pertaining to the PROPERTY or related to the living environment at the PROPERTY. Unless otherwise addressed BUYER shall, within _____ calendar days (thirty [30] if left blank) from acceptance, complete these inspections and give to SELLER written notice of disapproved items/conditions or written notice of termination of this Agreement based on an unsatisfactory inspection. Once BUYER delivers written notice to SELLER it shall end BUYER's timeframe and is irrevocable regardless of if it was provided prior to the deadline stated above. BUYER is strongly advised to exercise these rights and to make BUYER'S own selection of professionals with appropriate qualifications to conduct inspections of the entire PROPERTY. SELLER shall make the PROPERTY available for all inspections. BUYER shall keep the PROPERTY free and clear of liens; indemnify and hold SELLER harmless from all liability, claims, demands, damages and costs; and repair any damages arising from the inspections. No inspections may be made by any governmental building or zoning inspector or government employee without the prior consent of SELLER unless required by local law. No inspections may be made by any governmental building or zoning inspector or government employee without the prior consent of SELLER, unless required by local law. BUYER'S acceptance of the condition of the PROPERTY is a contingency of this Agreement.

(C) SATISFACTION/REMOVAL OF INSPECTION CONTINGENCIES:

1. If BUYER does not within the strict time period specified give to SELLER written notice of disapproved items/conditions or written notice of termination of this Agreement, BUYER shall conclusively be deemed to have: (a) completed all inspections, investigations, review of applicable documents and disclosures; (b) elected to proceed with the transaction and (c) assumed all liability, responsibility and expense for repairs or corrections.

2. If BUYER does within the strict time period specified give to SELLER written notice of termination of this Agreement based on an unsatisfactory inspection, the parties will have no obligation to continue with the transaction and the Earnest Money shall be returned to BUYER.

BUYER'S Initials [Signature] Date 12/07/2018

SELLER'S Initials [Signature] Date 12/07/2018

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PROPERTY ADDRESS: 519 Fairhaven Middleton 83644 ID#: Midd-123

3. If BUYER does within the strict time period specified give to SELLER written notice of disapproved items, it shall end BUYER's timeframe for inspections and is irrevocable. BUYER shall provide to SELLER pertinent section(s) of written inspection reports upon request, if applicable. Upon receipt of written notice SELLER shall have _____ business days (three [3] if left blank) in which to respond in writing. SELLER, at SELLER's option, may agree to correct the items as requested by BUYER in the notice or may elect not to do so. If SELLER agrees in writing to correct items/conditions requested by BUYER, then both parties agree that they will continue with the transaction and proceed to closing. Otherwise, immediately upon a written response from SELLER that rejects BUYER's requests, in whole or in part, said response is irrevocable and BUYER may proceed under 6(C)(4) below.

4. If SELLER does not agree to correct BUYER's disapproved items/conditions within the strict time period specified, or SELLER does not respond in writing within the strict time period specified, then the BUYER has the option of either proceeding with the transaction without the SELLER being responsible for correcting these deficiencies or giving the SELLER written notice within _____ business days (three [3] if left blank) that BUYER will not continue with the transaction and will receive the Earnest Money back. If BUYER does not give written notice of cancellation within the strict time periods specified, BUYER shall conclusively be deemed to have elected to proceed with the transaction without repairs or corrections.

7. TITLE CONVEYANCE: Title of SELLER is to be conveyed by warranty deed, unless otherwise provided, and is to be marketable and insurable except for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, and rights of way and easements established or of record. Liens, encumbrances or defects to be discharged by SELLER may be paid out of purchase money at date of closing. No liens, encumbrances or defects, which are to be discharged or assumed by BUYER or to which title is taken subject to, exist unless otherwise specified in this Agreement.

8. TITLE INSURANCE: There may be types of title insurance coverages available other than those listed below and parties to this agreement are advised to talk to a title company about any other coverages available that will give the buyer additional coverage.

(A). PRELIMINARY TITLE COMMITMENT: Within 6 business days (six [6] if left blank) of final acceptance of all parties, if SELLER or BUYER shall furnish to BUYER a preliminary commitment of a title insurance policy showing the condition of the title to said PROPERTY. BUYER shall have _____ business days (two [2] if left blank) after receipt of the preliminary commitment, within which to object in writing to the condition of the title as set forth in the preliminary commitment. If BUYER does not so object, BUYER shall be deemed to have accepted the conditions of the title. It is agreed that if the title of said PROPERTY is not marketable and cannot be made so within 2 business days (two [2] if left blank) after SELLER's receipt of a written objection and statement of defect from BUYER, then BUYER'S Earnest Money deposit shall be returned to BUYER and SELLER shall pay for the cost of title insurance cancellation fee, escrow and legal fees, if any.

(B). TITLE COMPANY: The parties agree that _____ Pioneer Title Company located at 100 10th Ave S Nampa ID 83651 shall provide the title policy and preliminary report of commitment.

(C). STANDARD COVERAGE OWNER'S POLICY: SELLER shall within a reasonable time after closing furnish to BUYER a title insurance policy in the amount of the purchase price of the PROPERTY showing marketable and insurable title subject to the liens, encumbrances and defects elsewhere set out in this Agreement to be discharged or assumed by BUYER unless otherwise provided herein. The risk assumed by the title company in the standard coverage policy is limited to matters of public record. BUYER shall receive a ILTA/ALTA Owner's Policy of Title Insurance. A title company, at BUYER's request, can provide information about the availability, desirability, coverage and cost of various title insurance coverages and endorsements. If BUYER desires title coverage other than that required by this paragraph, BUYER shall instruct Closing company in writing and pay any increase in cost unless otherwise provided herein.

(D). EXTENDED COVERAGE LENDER'S POLICY (Mortgagee policy): The lender may require that BUYER (Borrower) furnish an Extended Coverage Lender's Policy. This extended coverage lender's policy considers matters of public record and additionally insures against certain matters not shown in the public record. This extended coverage lender's policy is solely for the benefit of the lender and only protects the lender.

9. COVENANTS, CONDITIONS AND RESTRICTIONS (CC&Rs): As part of the BUYER'S inspection of the PROPERTY as set forth in Section 8, BUYER is responsible for obtaining and reviewing a copy of any CC&Rs which may affect the PROPERTY. BUYER shall have _____ business days (ten [10] if left blank) (but in no event shall such time period exceed that time period set forth for inspections in Section 8) to review any CC&Rs that may affect the PROPERTY. Unless BUYER delivers to SELLER a written and signed objection to the terms of any applicable CC&Rs with particularity describing BUYER'S reasonable objections within such time period as set forth above, BUYER shall be deemed to have conclusively waived any objection to the terms of any CC&Rs affecting the PROPERTY, nothing contained herein shall constitute a waiver of BUYER to challenge CC&Rs directly with a homeowners association after closing. If BUYER timely and reasonably objects to a term of the CC&Rs, this Agreement shall terminate, and the Earnest Money shall be returned to BUYER.

10. SUBDIVISION HOMEOWNER'S ASSOCIATION: BUYER is aware that membership in a Home Owner's Association may be required and BUYER agrees to abide by the Articles of Incorporation, Bylaws and rules and regulations of the Association. BUYER is further aware that the PROPERTY may be subject to assessments levied by the Association described in full in the Declaration of Covenants, Conditions and Restrictions. BUYER has reviewed Homeowner's Association Documents: ☐ Yes ☐ No ☐ N/A. Association fees/dues are \$ _____ per _____.
☐ BUYER ☐ SELLER ☐ Shared Equally ☐ N/A to pay Association SET UP FEE of \$ _____ and/or
☐ BUYER ☐ SELLER ☐ Shared Equally ☐ N/A to pay Association PROPERTY TRANSFER FEES of \$ _____ and/or
☐ BUYER ☐ SELLER ☐ Shared Equally ☐ N/A to pay Association STATEMENT OF ACCOUNT FEE of \$ _____ at closing. Association Fees are governed by Idaho Code 55-116 and 55-1507.

11. INTERSTATE LAND SALES FULL DISCLOSURE ACT: This Vacant Land Real Estate Purchase and Sale Agreement is NOT intended to be used for situations in which Seller owns and is selling one hundred (100) or more lots. Properties containing one hundred (100) or more lots for sale may be subject to the reporting and disclosure requirements of the Interstate Land Sales Full Disclosure Act ("Act"), 15 USC § 1701 et seq. If you have questions regarding this Act, contact your attorney before signing. Any contract or agreement for the sale or lease of a lot subject to the Act may be revoked at the option of the purchaser or lessee until midnight of the seventh day following the signing of such contract or agreement or until such later time as may be required pursuant to applicable law. Any contract or agreement for the sale or lease of a lot for which a property report is required by the Act and the property report has not been given to the purchaser or lessee in advance of his or her signing such contract or agreement, such contract or agreement may be revoked at the option of the purchaser or lessee within two (2) years from the date of such signing.

BUYER'S Initials (PA) Date 12/07/2018

SELLER'S Initials (RP) Date 12/07/2018

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PROPERTY ADDRESS: 519 Fairhaven Middleton 83644 ID#: Midd-123

12. FARM/CROPS/TIMBER RIGHTS: SELLER, or any tenant of SELLER, shall be allowed to harvest, sell or assign any annual crops which have been planted on the PROPERTY prior to the date of this Contract, even though said harvest time may occur subsequent to the date of the settlement of this contract, unless otherwise agreed by attached addendum. If the crop consists of timber, then neither SELLER nor any tenant of SELLERS shall have any right to harvest the timber unless the right to remove same shall be established by an attached addendum. Notwithstanding the provisions hereof, any tenant who shall be leasing the PROPERTY shall be allowed to complete the harvest of any annual crops that have been planted prior to the date of Contract Acceptance as previously agreed between SELLER and Tenant. ANY AND ALL SUCH TENANT AGREEMENTS ARE TO BE ATTACHED.

13. NOXIOUS WEEDS: BUYER of the PROPERTY in the State of Idaho should be aware that some properties contain noxious weeds. The laws of the State of Idaho require owners of property within this state to control, and to the extent possible, eradicate noxious weeds. For more information concerning noxious weeds and your obligations as an owner of property, contact your local county extension office.

14. MINERAL RIGHTS: Any and all mineral rights appurtenant to the PROPERTY, and owned by SELLER, are included in and are part of the sale of this PROPERTY, and are not leased or encumbered, unless otherwise agreed to by the parties in writing.

15. WATER RIGHTS: Any and all water rights including but not limited to water systems, wells, springs, lakes, streams, ponds, rivers, ditches, ditch rights, and the like, if any, appurtenant to the PROPERTY, and owned by SELLER, are included in and are a part of the sale of this PROPERTY, and are not leased or encumbered, unless otherwise agreed to by the parties in writing.

16. RISK OF LOSS OR NEGLECT: Prior to closing of this sale, all risk of loss shall remain with SELLER. In addition, should the PROPERTY be materially damaged by fire, neglect, or other destructive cause prior to closing, this agreement shall be voidable at the option of the BUYER.

17. BUSINESS DAYS: A business day is herein defined as Monday through Friday, 8:00 A.M. to 5:00 P.M. in the local time zone where the subject real PROPERTY is physically located. A business day shall not include any Saturday or Sunday, nor shall a business day include any legal holiday recognized by the state of Idaho as found in Idaho Code §73-108. If the time in which any act required under this agreement is to be performed is based upon a business day calculation, then it shall be computed by excluding the calendar day of execution and including the last business day. The first business day shall be the first business day after the date of execution. If the last day is a legal holiday, then the time for performance shall be the next subsequent business day.

18. CALENDAR DAYS: A calendar day is herein defined as Monday through Sunday, midnight to midnight, in the local time zone where the subject real PROPERTY is physically located. A calendar day shall include any legal holiday. The time in which any act required under this agreement is to be performed shall be computed by excluding the date of execution and including the last day, thus the first day shall be the day after the date of execution. Any reference to "day" or "days" in this agreement means the same as calendar day, unless specifically enumerated as a "business day."

19. SEVERABILITY: In the case that any one or more of the provisions contained in this Agreement or any application thereof, shall be invalid, illegal or unenforceable in any respect, the validity, legality or unenforceability of the remaining provisions shall not in any way be affected or impaired thereby.

20. TRANSMISSION OF DOCUMENTS: Facsimile or electronic transmission of any signed original document, and retransmission of any signed facsimile or electronic transmission shall be the same as delivery of an original. At the request of either the BUYER or SELLER, or the LENDER, or the Closing company, the BUYER and SELLER will confirm facsimile or electronic transmitted signatures by signing an original document.

21. WIRE TRANSFER WARNING: Electronic means of transferring money (i.e. ETF, wire transfer, electronic check, direct deposit, etc...) are subject to sophisticated cyber fraud attacks. These attacks are even more prevalent in real estate transactions due to the large sums of money being exchanged. BUYER is advised that Brokerage will not provide electronic transfer instructions by e-mail. Following money transfer instructions contained in an email from any party is inherently dangerous and should be avoided. BUYER agree that if BUYER use, or authorize the use of, electronic transfer of funds in a transaction they hereby hold the Brokerages, their agents, and the designated title and escrow company harmless from any and all claims arising out of inaccurate transfer instructions, fraudulent interception of said funds and/or any other damage relating to the conduct of third parties influencing the transfer process or stealing funds.

22. COUNTERPARTS: This Agreement may be executed in counterparts. Executing an agreement in counterparts shall mean the signature of two identical copies of the same agreement. Each identical copy of an agreement signed in counterparts is deemed to be an original, and all identical copies shall together constitute one and the same instrument.

23. ENTIRE AGREEMENT: This Agreement including any addendums or exhibits, constitutes the entire Agreement between the parties respecting the matters set forth and supersedes all prior Agreements between the parties respecting such matters. This Agreement may be modified only by a written agreement signed by each of the parties.

24. SALES PRICE INFORMATION: Pursuant to Idaho Code §54-2083(6)(d), a "sold" price of real property is not confidential client information.

25. AUTHORITY OF SIGNATORY: If BUYER or SELLER is a corporation, partnership, trust, estate, or other entity, the person executing this agreement on its behalf warrants his or her authority to do so and to bind BUYER or SELLER.

BUYER'S Initials [A] Date 12/07/2018 SELLER'S Initials [RP] Date 12/07/2018

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PROPERTY ADDRESS: 519 Fairhaven

Middleton

83644

ID#:

Midd-123

26. ADDITIONAL CONTINGENCIES AND COSTS: The closing of this transaction is contingent upon written satisfaction or waiver of the contingencies listed in the "contingencies" column below. In addition, the parties shall satisfy all contingencies set forth in this section by close of business (Date): _____ unless otherwise agreed to by the parties in writing. The parties agree to pay the following costs as indicated below. None of the costs to be paid by the parties in this section creates an inspection or performance obligation other than strictly for the payment of costs unless otherwise stated below. There may be other costs incurred in addition to those set forth below. Such costs may be required by the lender, by law, or by other such circumstances. Requested tests/inspection reports as indicated below shall be provided to the other party within _____ business days (ten [10] if left blank) prior to closing.

Upon closing SELLER agrees to pay ☐ _____ % of the purchase price OR ☐ \$ _____ (dollar amount) (N/A if left blank) as a SELLER concession. This can be used toward lender-approved BUYER'S closing costs, lender fees, and prepaid costs which include but are not limited to those items in BUYER columns marked below. This concession can also be used for any other expense not related to financing at the BUYER's discretion.

COSTS	BUYER	SELLER	Shared Equally	N/A	CONTINGENCIES	BUYER	SELLER	Shared Equally	N/A
Appraisal Fee				X	Environmental Inspection (Phase 1)				X
Long Term Escrow Fees				X	Environmental Inspection (Phase 2)				X
Closing Escrow Fee			X		Environmental Inspection (Phase 3)				X
Survey Shall be ordered by: <input type="checkbox"/> BUYER <input type="checkbox"/> SELLER				X	PERC Test				X
Flood Certification/Tracking Fee				X	Zoning Variance				X
Title Ins. Standard Coverage Owner's Policy		X			Soil(s) Test(s)				X
Title Ins. Extended Coverage Lender's Policy - Mortgagee Policy				X	Hazardous Waste Report(s)				X
Additional Title Coverage	X								
Water Rights Transfer Fee				X					
Attorney Contract Preparation or Review Fee				X					

27. DEFAULT: If BUYER defaults in the performance of this Agreement, SELLER has the option of: (1) accepting the Earnest Money as liquidated damages or (2) pursuing any other lawful right or remedy to which SELLER may be entitled. If SELLER elects to proceed under (1), SELLER shall make demand upon the holder of the Earnest Money, upon which demand said holder shall pay from the Earnest Money the costs incurred by SELLER's Broker on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of title insurance, escrow fees, credit report fees, inspection fees and attorney's fees; and said holder shall pay any balance of the Earnest Money, one-half to SELLER and one-half to SELLER's Broker, provided that the amount to be paid to SELLER's Broker shall not exceed the Broker's agreed-to commission. SELLER and BUYER specifically acknowledge and agree that if SELLER elects to accept the Earnest Money as liquidated damages, such shall be SELLER's sole and exclusive remedy, and such shall not be considered a penalty or forfeiture. However, in the event the parties mutually agree in writing that the Earnest Money shall become non-refundable, said agreement shall not be considered an election of remedies by SELLER and the non-refundable Earnest Money shall not constitute liquidated damages; nor shall it act as a waiver of other remedies, all of which shall be available to SELLER; it may however be used to offset SELLER'S damages. If SELLER elects to proceed under (2), the holder of the Earnest Money shall be entitled to pay the costs incurred by SELLER's Broker on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of brokerage fee, title insurance, escrow fees, credit report fees, inspection fees and attorney's fees, with any balance of the Earnest Money to be held pending resolution of the matter. If SELLER defaults, having approved said sale and fails to consummate the same as herein agreed, BUYER'S Earnest Money deposit shall be returned to him/her and SELLER shall pay for the costs of title insurance, escrow fees, credit report fees, inspection fees, brokerage fees and attorney's fees, if any. This shall not be considered as a waiver by BUYER of any other lawful right or remedy to which BUYER may be entitled.

28. EARNEST MONEY DISPUTE / INTERPLEADER: Notwithstanding any termination or breach of this Agreement, BUYER and SELLER agree that in the event of any controversy regarding the Earnest Money and things of value held by Broker or closing company, Broker may reasonably rely on the terms of this Agreement or other written documents signed by both parties to determine how to disburse the disputed money. However, Broker or closing company shall not be required to take any action but may await any proceeding, or at Broker's or closing company's option and sole discretion, may interplead all parties and deposit any moneys or things of value into a court of competent jurisdiction and shall recover all costs which were incurred as a result of the dispute including, but not limited to, reasonable attorney's fees. If either parties' Broker incurs attorney's fees as a result of any Earnest Money dispute, whether or not formal legal action is taken, said Broker is entitled to recover actual fees incurred from either BUYER or SELLER.

29. ATTORNEY'S FEES: If either party initiates or defends any arbitration or legal action or proceedings which are in any way connected with this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable costs and attorney's fees, including such costs and fees on appeal.

30. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

BUYER'S Initials (*PA*) Date 12/07/2018

SELLER'S Initials (*RP*) Date 12/07/2018

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PROPERTY ADDRESS: 519 Fairhaven Middleton 83644 ID#: Midd-123

31. CLOSING: On or before the closing date, BUYER and SELLER shall deposit with the closing company all funds and instruments necessary to complete this transaction. Closing means the date on which all documents are either recorded or accepted by an escrow agent and the sale proceeds are available to SELLER. The closing shall be no later than (Date) 01/04/2019

The parties agree that the CLOSING COMPANY for this transaction shall be Pioneer Title Company (Cari Heck or assigns) located at 100 10th Ave S Nampa, Id 83651. If a long-term escrow /collection is involved, then the long-term escrow holder shall be _____

32. POSSESSION: BUYER shall be entitled to possession ☒ upon closing or ☐ date _____ at _____ ☐ am ☐ pm.

33. PRORATIONS: Property taxes and water assessments (using the last available assessment as a basis), rents collected, interest and reserves, liens, encumbrances or obligations assumed, and utilities shall be prorated ☒ upon closing or as of ☐ date _____. BUYER to reimburse SELLER for fuel in tank ☐ Yes ☐ No ☒ N/A. Dollar amount may be determined by SELLER's supplier.

34. REPRESENTATION CONFIRMATION: Check one (1) box in Section 1 and one (1) box in Section 2 below to confirm that in this transaction, the brokerage(s) involved had the following relationship(s) with the BUYER(S) and SELLER(S).

Section 1:

- ☐ A. The brokerage working with the BUYER(S) is acting as an AGENT for the BUYER(S).
☐ B. The brokerage working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S), without an ASSIGNED AGENT.
☐ C. The brokerage working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S) and has an ASSIGNED AGENT acting solely on behalf of the BUYER(S).
☒ D. The brokerage working with the BUYER(S) is acting as a NONAGENT for the BUYER(S).

Section 2:

- ☐ A. The brokerage working with the SELLER(S) is acting as an AGENT for the SELLER(S).
☐ B. The brokerage working with the SELLER(S) is acting as a LIMITED DUAL AGENT for the SELLER(S), without an ASSIGNED AGENT.
☐ C. The brokerage working with the SELLER(S) is acting as a LIMITED DUAL AGENT for the SELLER(S) and has an ASSIGNED AGENT acting solely on behalf of the SELLER(S).
☒ D. The brokerage working with the SELLER(S) is acting as a NONAGENT for the SELLER(S).

Each party signing this document confirms that he has received, read and understood the Agency Disclosure Brochure adopted or approved by the Idaho real estate commission and has consented to the relationship confirmed above. In addition, each party confirms that the brokerage's agency office policy was made available for inspection and review. EACH PARTY UNDERSTANDS THAT HE IS A "CUSTOMER" AND IS NOT REPRESENTED BY A BROKERAGE UNLESS THERE IS A SIGNED WRITTEN AGREEMENT FOR AGENCY REPRESENTATION.

35. ASSIGNMENT: This Agreement and any rights or interests created herein ☒ may ☐ may not be sold, transferred, or otherwise assigned.

36. ACCEPTANCE: This offer may be revoked at any time prior to acceptance and is made subject to acceptance on or before (Date) 12/10/18 at (Local Time in which PROPERTY is located) 10:00 ☒ A.M. ☐ P.M.

BUYER'S Initials ([Signature]) Date 12/07/2018

SELLER'S Initials ([Signature]) Date 12/07/2018

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JULY 2018 EDITION

RE-24 VACANT LAND PURCHASE AND SALE AGREEMENT

Page 7 of 7

PROPERTY ADDRESS: 519 Fairhaven Middleton 83844 ID#: Midd-123

37. BUYER'S SIGNATURES:

☐ SEE ATTACHED BUYER'S ADDENDUM(S): (Specify number of BUYER addendum(s) attached.)
☐ SEE ATTACHED BUYER'S EXHIBIT(S): (Specify number of BUYER exhibit(s) attached.)

☒ BUYER does currently hold an active Idaho real estate license. ☐ BUYER is related to agent.

BUYER Signature [Signature] BUYER (Print Name) Joshua Connell
 Date 12/07/2018 Time 12:07:53 PM ☐ A.M. ☐ P.M. Phone # _____ Cell # _____
 Address _____ E-Mail _____
 City _____ State _____ Zip _____ Fax # _____

☐ BUYER does currently hold an active Idaho real estate license. ☐ BUYER is related to agent.

BUYER Signature _____ BUYER (Print Name) _____
 Date _____ Time _____ ☐ A.M. ☐ P.M. Phone # _____ Cell # _____
 Address _____ E-Mail _____
 City _____ State _____ Zip _____ Fax # _____

38. SELLER'S SIGNATURES: On this date, I/We hereby approve and accept the transaction set forth in the above Agreement and agree to carry out all the terms thereof on the part of the SELLER.

☐ SIGNATURE(S) SUBJECT TO ATTACHED COUNTER OFFER
☐ SIGNATURE(S) SUBJECT TO ATTACHED ADDENDUM(S) # _____
☐ SIGNATURE(S) SUBJECT TO ATTACHED EXHIBIT(S) # _____

☒ SELLER does currently hold an active Idaho real estate license. ☐ SELLER is related to agent.

SELLER Signature [Signature] SELLER (Print Name) Ichthus Construction LLC
 Date 12/07/2018 Time 12:07:53 PM ☐ A.M. ☐ P.M. Phone # _____ Cell # _____
 Address _____ E-Mail _____
 City _____ State _____ Zip _____ Fax # _____

☐ SELLER does currently hold an active Idaho real estate license. ☐ SELLER is related to agent.

SELLER Signature _____ SELLER (Print Name) _____
 Date _____ Time _____ ☐ A.M. ☐ P.M. Phone # _____ Cell # _____
 Address _____ E-Mail _____
 City _____ State _____ Zip _____ Fax # _____

LATE ACCEPTANCE

If acceptance of this offer is received after the time specified, it shall not be binding on the BUYER unless BUYER approves of said acceptance within _____ calendar days (three [3] if left blank) by BUYER initialing HERE (_____) (_____) Date _____. If BUYER timely approves of SELLER's late acceptance, an initialed copy of this page shall be immediately delivered to SELLER.



ADDENDUM # 1 (All addendums shall be numbered sequentially.)

JULY 2018 EDITION
Page 1 of 1

RE-11 ADDENDUM

THIS IS A LEGALLY BINDING CONTRACT, READ THE ENTIRE DOCUMENT, INCLUDING ANY ATTACHMENTS.
IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT BEFORE SIGNING.





1 Today's Date: 01/02/2019
2
3 This is an **ADDENDUM** to the ☒ Purchase and Sale Agreement ☐ Other _____
4 ("Addendum" means that the information below is added material for the agreement (such as lists or descriptions) and/or means the form is
5 being used to change, correct or revise the agreement (such as modification, addition or deletion of a term)).
6
7 **AGREEMENT DATED:** 12/07/2018 **ID #** Midd-123
8
9 **ADDRESS:** 519 Fairhaven Middleton **Id** 83644
10
11 **BUYER(S):** Joshua Connell
12
13 **SELLER(S):** (Travis Park) Ichthus Construction LLC
14

The undersigned parties hereby agree as follows:

- 15 **1. Primary inspection period to be 72 Calendar Days from acceptance**
- 16 **2. Close date to be on or before 2/15/19**
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48 To the extent the terms of this ADDENDUM modify or conflict with any provisions of the Purchase and Sale Agreement including all prior
49 Addendums or Counter Offers, these terms shall control. All other terms of the Purchase and Sale Agreement including all prior
50 Addendums or Counter Offers not modified by this ADDENDUM shall remain the same. Upon its execution by both parties, this agreement
51 is made an integral part of the aforementioned Agreement.

52 **BUYER:**  **Date:** 01/02/2019
53
54 **BUYER:** _____ **Date:** _____
55
56 **SELLER:**  **Date:** 01/02/2019
57
58 **SELLER:** _____ **Date:** _____
59

INSTRUMENT NO. 200604613

QUITCLAIM DEED

FOR VALUE RECEIVED

Alfred Benson a married man
do hereby convey, release, remise and forever quit claim
unto Tenthus Construction LLC
whose address is 4370 E. Amity Rd Meridian ID 83642
the following described premises, to-wit:

Lot 3 Block 10 Nottingham Greens Subdivision No. 2
Canyon County, Idaho According to the Official Plat therefor
Filed in Book 32 of Plats at Page(s) 18, records of said County

REQUESTED BY
TYPE Quit FEE 5
Alfred Benson

BY Bill RECORDER

2006 AUG 9 AM 11:31

RECORDED

200604613

together with their appurtenances.

Dated: 08/10/2006

Alfred Benson

STATE OF IDAHO, COUNTY OF

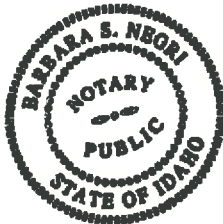
On this 10th day of August, 2006,
before me, a notary public in and for said State, personally
appeared

Alfred Benson

known to me to be the person whose name is
subscribed to the within instrument, and acknowledged to
me that party executed the same.

Barbara S. Neori
Notary Public

Residing at 14-18-2010, Idaho
Comm. Expires Palma



State of Idaho } ss.
County of Canyon

I hereby certify that the foregoing instrument
is a true and correct copy of the original as
the same appears in this office.

DATED 1-17-2019

CHRIS YAMAMOTO, Clerk of the District Court
and Ex Officio Recorder
By Chris Yamamoto Deputy



610 So. Kimball
Caldwell, Idaho 83605

PIONEER TITLE COMPANY
OF CANYON COUNTY

100 - 10th Ave. South
Nampa, Idaho 83651

CERTIFICATE OF OWNERS

CERTIFICATE OF SURVEYOR

GARY A. LEE, an hereby certify that I am a Professional Engineer and Land Surveyor, licensed by the State of Idaho, and that I am duly qualified under the Certificate of Orders and on the attached plat was drawn from an actual survey, made on the ground under my direct supervision and accurately represents the points plotted thereon, and is in conformity with the State of Idaho's Code relating to plats and surveys and the Current Population and Plating Act, Idaho Code 52-1001 through 52-1007.

I, the undersigned, City Clerk in and for City of Middlesex, Canyon County Idaho, do hereby certify that at a regular meeting of the City Council held on the 20th day of January, 2000, this plat of Northgarden Tractor Subdivision No. 2 was adopted and approved.

City Engineer
Date: 2-19-03

APPROVAL OF CITY PLANNING AND ZONING COMMISSION

certify that this subdivision is in accordance with the approved preliminary plan for Nottingham Grange Subdivision.

James L. ...
Commissioner of ...
Date: 2-21-03

10-11-09

APPROVAL OF SOUTHWEST DISTRICT HEALTH DEPARTMENT
 military restrictions of this plot are hereby removed according to the letter of approval on file with the Canyon County Recorder
 No agent.

the letter of approval on file with the Canyon County Recorder

70-012

COUNTY RECORDER'S CERTIFICATE

STULLIGENT LTD.

DATE OF BIRTH

whereby certify that this instrument was filed at the request of _____ of _____

I certify that _____ day of _____, 2022, in my office and was duly recorded in Book _____ of _____.

2000

100

Meeting Minutes

- Neighborhood meeting held on 01/15/2019 at 6:00pm at 519 Fairhaven Rd. Middleton, ID 83644
- Meeting began promptly at 6:00 P.M. MST, Joshua Connell began the meeting by introducing himself—the person under contract on the property. In attendance, we had a total of 4 neighbors (see attached sign in sheet) it was made known that we are requesting a Conditional use permit to allow a 5' setback on the South side of the property. The consensus was in favor of, “getting rid of the weed patch”, and wanting a home built on the vacant land. One concern that was raised by the neighbor to the North was that they did not want the setback request for it to be 5' from their property line and Josh Connell clarified that the request for the Conditional Use Permit is to allow a 5' setback on the south side (opposite side of the concerned neighbor) and to keep the 10' setback on the North side. Josh Connell asked if there were any other questions, concerns or objections that they might have and the neighbors responded “No” and gave their verbal support of our request. End meeting.

519 Fairhaven Rd. Middleton, ID

Welcome to the brief neighborhood meeting. I will be applying for a Conditional Use Permit to allow setbacks to be 5' on one side and 10' on the other. Currently the City of Middleton requires 10' on both sides of the property line.

NO.	FIRST NAME	LAST NAME	PHONE	EMAIL	DATE/TIME	IATI	SIGNATURE
01	Joshua	Connell	(208)954-4765	jay.connell@live.com	1/15/19		Josh Connell
02	Sawyer	Eckhardt	(562)756-5520	-	1/15/19		Sawyer
03	George	Stark	208-880-3759		1-15-19		George Stark
04	Alge	Hite	208-739-5547		1-15-19		Alge Hite
05	Norman	EGAL	208-810-2690		1/15/19		Norman EGAL
06	Robert	Kirk	208-922-8652		1/15/19		Robert Kirk
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**GREATER MIDDLETON AREA PARK AND
RECREATION DISTRICT
MIDDLETON, ID 83644
0 FAIRHAVEN RD**

**RAFAEL CUEVAS
604 FAIRHAVEN RD
MIDDLETON, ID 83644**

**BRIAN SCHRAVEN
575 FAIRHAVEN RD
MIDDLETON, ID 83644**

**MALENO HERNANDEZ
548 CASTLE ROCK AVE
MIDDLETON, ID 83644**

**MICHAEL HOLLINGSWORTH
532 FAIRHAVEN RD
MIDDLETON, ID 83644**

**ROBERT KITE
529 FAIRHAVEN RD
MIDDLETON, ID 83644**

**SCOTT GROOMS
515 CASTLE ROCK AVE
MIDDLETON, ID 83644**

**LINDSEY MILLER
819 CONCORD ST
MIDDLETON, ID 83644**

**LORETTA HANKS
933 CONCORD ST
MIDDLETON, ID 83644**

**ANDREW RAYNER
885 CONCORD ST
MIDDLETON, ID 83644**

**CHRISTOPHER ZIMMERMAN
600 CASTLE ROCK AVE
MIDDLETON, ID 83644**

**GEORGE STARK
562 CASTLE ROCK AVE
MIDDLETON, ID 83644**

**KATHERINE GORRELL
580 FAIRHAVEN RD
MIDDLETON, ID 83644**

**DAVID SCHUMACHER
549 CASTLE ROCK AVE
MIDDLETON, ID 83644**

**THEADORA MC LEISH
526 CASTLE ROCK AVE
MIDDLETON, ID 83644**

**EAGAR NORMAN P AND EAGAR ANN C
LIVING TRUST
520 FAIRHAVEN RD
MIDDLETON, ID 83644**

**ICHTHUS CONSTRUCTION LLC
519 FAIRHAVEN RD
MIDDLETON, ID 83644**

**SHELDON TRAVIS
987 CONCORD ST
MIDDLETON, ID 83644**

**CATHY EVANS
909 CONCORD ST
MIDDLETON, ID 83644**

**DOROTHY THOMPSON
954 VALIANT ST
MIDDLETON, ID 83644**

**BROOK OCKERMAN
607 FAIRHAVEN RD
MIDDLETON, ID 83644**

**ROBERT LIGHTNER
577 CASTLE ROCK AVE
MIDDLETON, ID 83644**

**ROBIN RODRIGUEZ
556 FAIRHAVEN RD
MIDDLETON, ID 83644**

**VONIE ADAMS
553 FAIRHAVEN RD
MIDDLETON, ID 83644**

**KATHLEEN BACON
523 CASTLE ROCK AVE
MIDDLETON, ID 83644**

**PATRICK PALMER
518 CASTLE ROCK AVE
MIDDLETON, ID 83644**

**MARIA POISALL
799 CONCORD ST
MIDDLETON, ID 83644**

**CHRISTINA STROUD
961 CONCORD ST
MIDDLETON, ID 83644**

**RONALD HANCOCK
847 CONCORD ST
MIDDLETON, ID 83644**

**STEPHANIE YOUNG
920 VALIANT ST
MIDDLETON, ID 83644**

Allez à avery.ca/gabarits
Utiliser le gabarit Avery 5160

MATTHEW COWDEN
MIDDLETON, ID 83644
912 VALIANT ST

WALTER STURGIS
824 VALIANT ST
MIDDLETON, ID 83644

Étiquettes d'adresse Easy Peel
Réalisez une étiquette avec un découpeur à rebord Pop-Up

BRETT COBLER
888 VALIANT ST
MIDDLETON, ID 83644

DARREL RYSSEL
800 CONCORD ST
MIDDLETON, ID 83644

Pat.avery.com/patents

DEBRA WHITE
860 VALIANT ST
MIDDLETON, ID 83644

Joshua Connell
11605 W Highlander ST
Boise, ID 83709

Go to avery.com/templates
Use Avery template 5160

Easy Peel Address Labels
Band along here to expose Pop-Up Edge

5160

AVERY

CANYON COUNTY RECORDER AND PASSPORTS
111 North 11th Ave
Suite 330
Caldwell, Idaho 83605

Receipt #: 241930
Station: 3
Receipt Name: JOSH CONNELL
Receipt Date: 01/17/2019 01:26 PM
Cashier: SDUPUIS

Comments:

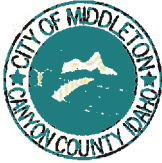
MISCELLANEOUS

Misc Fee #	Item Date	Doc Type	Misc	Other	Total
2019-000172	01/17/2019 01:25:40 PM	MISC-COPY	2.00		\$2.00
Totals:			\$2.00	\$0.00	\$2.00

Thank You

Receipt Total \$2.00
CASH \$2.00

E



ADMINISTRATIVE REVIEW AND REPORT

Planning and Zoning Commission

A request by Aaron Dubie for a special use permit to except from Middleton City Code 5-2-3: side setbacks from 12 feet to three (3) feet on each side. The subject property is located at 13 S. Hawthorne Ave., Middleton, Idaho.

Applicant: Aaron Dubie
5245 W Homer Rd
Eagle, ID 83616

1. **APPLICATION:** The application was accepted by the City on January 4, 2019.

2. **NOTICE OF PUBLIC HEARING:**

Published notice Idaho Press Tribune:	January 25, 2019
Letters to 300' Property Owners:	January 24, 2019
Letters to Agencies:	January 24, 2019
Property Posted:	February 4, 2019

3. **APPLICABLE CODES AND STANDARDS:**

Idaho Code Title 67-6512(f) and 67-6512
Middleton City Code (MCC) 1-14-1, 2, 4; 1-15-2 and; 5-4-1 Table 2

4. **PLANNING AND ZONING OFFICIAL REVIEW COMMENTS:**

The applicant is requesting a special use permit in order to reduce side setbacks from 12 feet to three (3) feet. The vacant property is zoned Multi-Family Residential (M-F), which requires 12 foot side setbacks.

The applicant would like to build a single family home that is 36 foot wide on the narrow property (42 feet wide). There is an alley and a restaurant fronting State Highway 44 to the north of the property, a single family residence to the south and the Middleton Post Office is across the street on S. Hawthorne Ave. The property is in a high vehicle-traffic area.

The lot is part of the Hawthorne Subdivision platted in January 1922 and is 112 feet long and 42 feet wide. Properties on all side of the subject property have been developed, and a house on the vacant lot is a desired infill project consistent with the Middleton Comprehensive Plan.

Minimum front and side street setbacks are 0 feet for commercially-zoned property in the downtown district. The subject property is bordered on the north and west sides by the commercial zone, so in close proximity to C-2 medium intensity land uses.

A neighborhood meeting was held on December 28, 2018 at 13 S. Hawthorne Ave. The neighborhood meeting was attended by one person, the neighbor to the south.

Written Agency Responses to Date: No agency responses received.

Written Property Owners Responses to Date: No property owner responses received.

5. CONCLUSION

Granting this request for side setbacks from 12 feet to three (3) feet on each side will not cause injury, damage or hardship to another person or property, and is consistent with the Middleton Comprehensive Plan Housing Goal 11 Objective B to promote infill housing improvements.

Reviewed and Reported by Randall Falkner, February 6, 2019

**From: Richard A. Nestorick, Mailing address : P O Box 203, Middleton, Idaho.
Physical address: 19 South Hawthorne Ave, Middleton.**

To: The Middleton Planning and Zoning Commission

Subject: Special Use Permit Request by Aaron Dubie, Location: 13 South Hawthorne Ave.

Planning and Zoning Commission of Middleton members,

Hello, my name is Richard A Nestorick (Rich), I own the property adjacent to Mr. Dubie's property at 13 S. Hawthorne Ave. My property, as is Mr. Dubie's property, is located directly across Hawthorne Ave from the Middleton Post Office. I have several objections to Mr. Dubie's request to change the side setbacks to 3 feet. I will list them below. But first a bit of history.

From what I discovered through my research, the property at 13 S. Hawthorne Ave was at one time part of my property at 19 S. Hawthorne Ave. Many years ago it was separated and sold by what I can assume is a simple property line transfer, since the buyer was the owner of the property across the alley that faces Main St. This was done after modern utilities were installed. It was fenced and for many, many years it was used by various persons and or organizations for growing vegetables. For the past 3 or 4 years it was not planted by anyone. Mr. Dubie bought the property sometime in 2018. Now I will list my objections.

First, Mr. Dubie claims there will be no impact on parking. This, in my view, is wrong. If anyone has experienced the daytime rush at the post office it can only be described as chaos. Now I understand no one owns the parking on the street, but if a curb cut is granted to Mr. Dubie for access to his property, this will take away one, perhaps two parking spaces on Hawthorne, and it would in fact give Mr. Dubie ownership of that space(s) on the street, since it is illegal to block one's driveway.

Second, there has been several conversations between myself and Mr. Dubie in regards to our properties. There remains the issues of the removal of a long standing fence line by Mr. Dubie, and the changing of the course of irrigation

water to my property. Also, I have not heard any answer to how Mr. Dubie will deal with the sewer line from my property to the alley, since it crosses his property. From our discussions, it would appear that my sewer line will go right through the foundation and crawl space of Mr. Dubie's proposed house. I understand that these issues probably do not come under the decision made by the P&Z Committee at this hearing but I just wish to put that out there because I feel Mr. Dubie has not thoroughly considered what he is doing, asking, and building at 13 South Hawthorne Ave. And he has not thoroughly considered the impact on the neighbors. I based this on my knowledge of P&Z rules, knowledge of Idaho Statutes, various conversations with Mr. Dubie, and from the changes he has made verbally and on paper throughout this process.

Third, I do not understand why a 3 foot setback is necessary. That would place Mr. Dubie's house very close to the property line. May I ask the Committee, while I understand this is zoned de facto commercial, Mr. Dubie is proposing a residence, has the Committee ever granted such a setback to a house in the past? Additionally, it would also place the house very close to the alley, subtracting at least 6 inches for a privacy fence, we are down to 30 inches or less of room to maneuver between the fence and the house on either side. Would that not be a hazard?

Now if Mr. Dubie went with the current setbacks, which are 12 feet on the sides, it would give him a house that can be 18 feet wide. Many, many houses—those 'skinny houses', have been built in an even smaller space (15 foot floor plans on 25 foot wide lots) in Boise and Garden City. I believe Mr. Dubie is attempting to build a bigger house that the lot can handle. The current setbacks are there for good reason, and again, I ask the Committee, have you ever granted such a variance for a residence in the past? (In all my work in construction—30 years in the Treasure Valley, I have never seen a house 30 inches or less from the fence line).

In conclusion, I believe the statement Mr. Dubie made in his Narrative ".....would have very little adverse impact to the neighbors," is false. It has already impacted myself and my property even before any construction has begun. I am totally object to a variance to give Mr. Dubie a 3 foot setback on the sides of his property at 13 South Hawthorne Ave.

Thank you for your time.

Richard A Nestorick



CITY OF MIDDLETON

P O Box 487

1103 W MAIN ST, MIDDLETON, ID 83644

208-585-3133, Fax: 208-585-9601

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Planning and Zoning Department

Application

Rev: 8/14/2018

Fee Paid: \$ 375.00 Rec 1.232256Application Accepted by: RFDate Application Accepted: 1/4/19

Applicant:

Araron Dubie (208) 371-9128 Ararondubie12@gmail.com
 Name Phone Email
5245 W. Homer rd Eagle ID 83616
 Mailing Address City, State Zip

Representative:

Same
 Name Phone Email
 Mailing Address City, State Zip Code

PUBLIC HEARINGS **

- ☐ Annexation and Zoning
☐ Rezone
☐ Vacate Right-of-Way
☐ Comprehensive Plan Map or Text Amendment

PUBLIC MEETINGS *

- ☐ Design Review
☐ Preliminary Plat
☐ Construction Plans
☐ Final Plat

PUBLIC HEARINGS **

- ☒ Special Use Permit
☐ Development Agreement
☐ Variance
☐ Ordinance Amendment

* Public Meetings: individuals have a right to observe at an open meeting.

** Public Hearings: a neighborhood meeting is required before filing an application, and individuals have a right to participate in the hearing by offering comments.

Site Information:

Site Address: 135 Hawthorne Ave Total Acres: .11Assessor's Tax Parcel No(s): R17987010Crossroads: St Hwy 44/ally S of TSAI'S RestrauntExisting Zoning: M-F Proposed Zoning: _____Floodplain Zone: NO Hillside (grades exceeding 10%): 0

Araron Dubie
 Applicant's Printed Name

12/13/18
 Date

Araron Dubie
 Applicant's Signature



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— Planning and Zoning Department

Application

Rev: 8/14/2018

Fee Paid: \$ 325.00

Application Accepted by: RF

Date Application Accepted: 1/4/19

Checklist - A complete Planning and Zoning Application must include the following.

☐ Application Form

☐ Application Fee (see Fee Schedule). Note: City Engineer and City Attorney expenses incurred by the city throughout the approval process that are related to relating to this Application are billed to the applicant in addition to the Application Fee. RF Applicant Initial

☒ Vicinity Map: attach an 8 ½" x 11" map showing the subject property in relation to land around it that includes the nearest public roads.

☒ Narrative: attach your request, how it is consistent with the city's comprehensive plan, anticipated adverse impacts on neighbors, and other information helpful to decision-makers. If applicable, please attach the following:

☒ ~~NA~~ Design review materials and information

☒ ~~NA~~ Proposed preliminary plat, storm drainage calculations, and traffic impact study

☒ ~~NA~~ Proposed construction drawings

☒ ~~NA~~ Proposed final plat

☒ ~~NA~~ Proposed development agreement.

☒ Worksheet for a Special Use Permit or Variance

☒ Proof of Ownership or Owner's Consent: attach a copy of landowner's deed and, if applicable, a letter from the landowner that authorizes the applicant to file an application.

☒ Property Boundary Description including reference to adjoining road and waterway names that is signed and stamped by a land surveyor registered in the State of Idaho. If more than one zoning designation is being requested, separate legal descriptions are required for each zoning designation.

☒ Neighborhood Meeting: If applicable, attach original sign-up sheet.

☒ Mailing Labels: Adhesive mailing labels containing the names and addresses of property owners within 300 feet of the external boundaries of the subject property (available at Canyon County Assessor's office).

☒ Complete Application (city use only: check box and initial if Application is complete): RF

Google Maps 13 S Hawthorne Ave



Imagery ©2019 Google, Map data ©2019 Google 50 ft

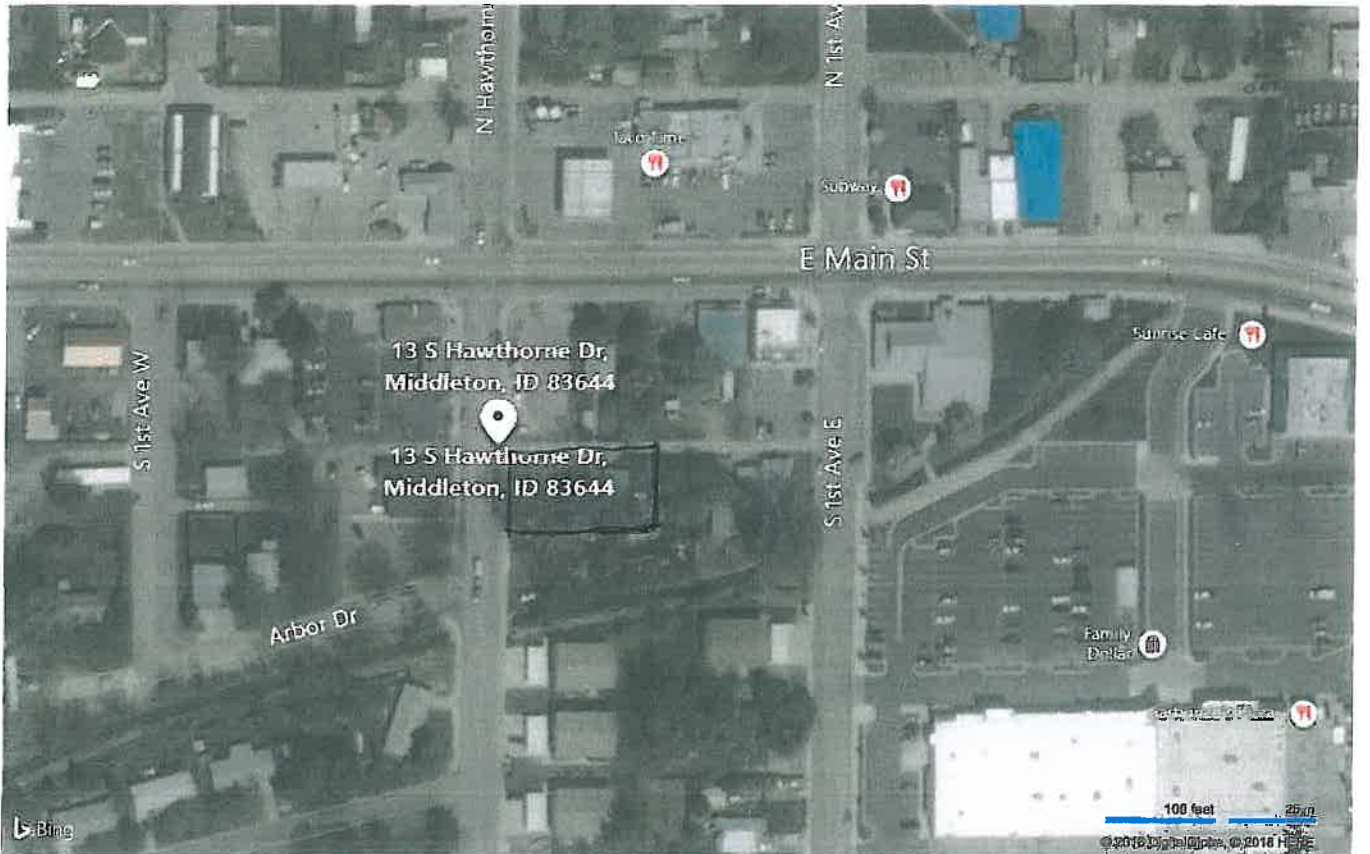
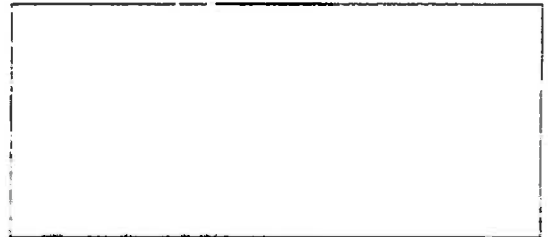


13 S Hawthorne Ave
Middleton, ID 83644





13 S Hawthorne Dr, Middleton, ID 83644



Narrative

Hello,

My name is Aaron Dubie. I currently own a parcel of land here in Middleton, zoned r-4 residential. It is a dry lot, vacant, except for a small shed on the east end of the property. The property is 42' wide and 112' deep. The applicable current setbacks are 20 foot front, 20 foot rear, and 12 foot each side. With those current setbacks the building envelope is only 18' wide. I am asking a variance for the setbacks, three (3) foot from all sides, front, and rear. I am asking for this variance so that I may construct a single-family dwelling on the property. I would like to access the home from the Hawthorne Ave. side of the property. The improvement to this property would have very little adverse impact to the neighbors. Since it will be a family dwelling, I would not expect traffic or parking to be notably affected.

Thank you,

Aaron Dubie

A handwritten signature in blue ink, appearing to read 'Aaron Dubie', is written below the printed name.



CITY OF MIDDLETON
P O BOX 487 AVENUE, MIDDLETON, ID 83644
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Planning Department
Special Use Permit Checklist
Rev: 12/13/2018

Property Owner(s): Aaron Dubie

Please answer the following questions:

1. Property Size: 11 acres
2. Crossroads: Hawthorne Ave & ST Hwy 44
3. Future Land Use Designation: Residential R4
4. Surrounding Land Uses: Residential & Commercial
5. If approved, what is the expected effect on roadways and traffic? Very Little,
1-2 car estimate

6. Will the proposed use generate a nuisance of light, glare, noise, vibration, smoke, fumes, odor, dust, etc.?

NO

If applicable: NA

Days and hours of operation: _____

Number of employees (full-time): _____ (part-time): _____

Number of employees (living on-site): _____ (living off-site): _____

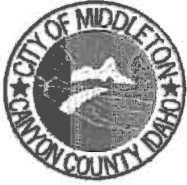
Frequency of deliveries: _____ Location of deliveries: _____

Commission Evaluation: A public hearing will be scheduled before the Planning and Zoning Commission, which will review the application, receive verbal and written comments, and make a final decision based on the standards identified in Middleton City Code 5-3-4 and other applicable code sections.

How will the proposed use be harmonious with the goals, objectives, and strategies in the Comprehensive Plan?

Will the proposed use be served adequately by essential public facilities and services (pathways, streets, police and fire protection, drainage structures, refuse disposal, water and sewer and schools or will the proposed use create excessive additional requirements at public cost for public facilities and services?

Will the proposed use be injurious to others by involving activities, processes, materials, equipment or conditions of operation that will be hazardous, or a nuisance to a person, or to existing or future neighboring uses? Nuisance means excessive traffic, vibration, noise, dust, fumes, glare, or odors or other similar nuisances.



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Planning Department
Special Use Permit Checklist
Rev: 12/13/2018

Conditions of Approval: When approving a conditional use permit, conditions may be attached to:

- Minimize impact on other development;
- Control sequence and timing;
- Establish duration of the use;
- Assure the development is maintained properly;
- Designate the location and nature of development, including signs;
- Require the provision for on-site or off-site public facilities or services;
- Require more restrictive standards than those generally required in ordinance;
- Specify the period of time for which a permit is issued and conditions which, if not followed, will bring about revocation of the conditional use permit; and
- Require mitigation of effects of the proposed use upon service delivery by any political subdivision of the State of Idaho providing services within the planning area (Middleton's area of city impact).



265679 STC

2018-038236

RECORDED

08/28/2018 12:20 PM

CHRIS YAMAMOTO

CANYON COUNTY RECORDER

Pgs=2 SDUPUIS

\$15.00

TYPE: DEED

STEWART TITLE - EMERALD OFFICE

ELECTRONICALLY RECORDED

WARRANTY DEED

FOR VALUE RECEIVED

Linda Louise Allen, Wanda Elaine Miller, Robert William Cate and Emmett Dale Cate GRANTOR(s) does(do) hereby GRANT, BARGAIN, SELL and CONVEY unto:

Aaron Dubie, a single man GRANTEE(s), whose current address is: 999 Hermosa, Emmett, ID 83617 the following described real property in Canyon County, State of Idaho more particularly described as follows, to wit:

See Exhibit "A" attached hereto and made a part hereof.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto said Grantee(s), and Grantee(s) heirs and assigns forever. And Grantor(s) does(do) hereby covenant to and with said Grantee(s) that Grantor(s) is/are the owner(s) in fee simple of said premises, that said premises are free from all encumbrances, EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to reservations, restrictions, dedications, easements, rights of way and agreements, if any, of record, and general taxes and assessments, (including irrigation and utility assessments, if any) for the current year which are not yet due and payable and the Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: August 27, 2018


Linda Louise Allen


Wanda Elaine Miller


Robert William Cate


Emmett Dale Cate

STATE OF: Idaho)

COUNTY OF Ada)

On this 27 day of August, in the year of 2018 before me the undersigned Notary Public in and for said State, personally appeared Linda Louise Allen, Wanda Elaine Miller, Robert William Cate and Emmett Dale Cate known or identified to me (or proved to me on the oath of), to be the person whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

EXHIBIT "A"
LEGAL DESCRIPTION

A. Lot 2, Block B, Hawthorn Plat, Middleton, Canyon County, Idaho according to the assessor's Plat filed February 3, 1910, in Book 3 of Plats at page 22, in the office of the county recorder, Canyon County, Idaho.

B. The North 43 feet of Lots 9 and 10 in Block B of Hawthorn Plat, Middleton, Canyon County, Idaho, according to the Assessor's Plat filed February 1, 1910, in Book 3 of Plats at Page 22, in the office of the County Recorder, Canyon County, Idaho.

Aaron Dubie
ESTATE OF RICHARD CATE
Administrative Lot Split

Descriptions of Resulting Properties

PARCEL 1

Lot 2 Hawthorn Plat, Middleton, Canyon County, Idaho, filed February 3, 1910 in Book 3 of Plats at Page 22 in the Office of the County Recorder, Canyon County, Idaho;

and

PARCEL 2

The North 43 feet of Lots 9 & 10, Block B, Hawthorn Plat, Middleton, Canyon County, Idaho, filed February 3, 1910 in Book 3 of Plats at Page 22 in the Office of the County Recorder, Canyon County, Idaho.

Welcome!

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Thank you for coming. Please leave your name and contact information.

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Po Box 387
Middleton, ID 83644

Jackson Food Stores Inc
3500 E Commercial Ct
Meridian, ID 83642-9303

Jamie Elwood
12 Barbara Dr
Middleton, ID 83644-5756

Michael & Sandra Dufoe
14 E Main St
Middleton, ID 83644-5802

Jeanette Farrell
4646 E Lootens Ln
Homedale, ID 83628-3724

Matthew & Susan Eells
6910 N Linder Rd
Meridian, ID 83646-6248

Steve Spitznogle
Po Box 101
Middleton, ID 83644

Willie Lovitt
Po Box 136
Notus, ID 83656

Oreilly Family Trust
1017 N Stilson Rd #101
Boise, ID 83703-5167

Robert & Sandra Alexander
12506 Goodson Rd
Middleton, ID 83644-5004

Middleton Village Partners
Po Box 9325
Boise, ID 83707-3325

Jeanette Farrell
Po Box 451
Marsing, ID 83639

Michael & Sandra Dufoe
14 E Main St
Middleton, ID 83644-5802

Todd Thueson
2555 Central Ave B
Mckinleyville, CA 95519-3695

De Hi Road Llc
4009 W Blue Creek Dr
Meridian, ID 83642-4238

Oreilly Family Trust
Po Box 1253
Mccall, ID 83638-1253

Julie Branch
Po Box 808
Middleton, ID 83644

Middleton Village Partners
Po Box 9325
Boise, ID 83707-3325

Chong & Freddie Clifton
5960 N Brook Pl
Garden City, ID 83714-1724

Oreilly Family Trust
1017 N Stilson Rd
Boise, ID 83703-5178

Richard Harris
11 Barbara Dr
Middleton, ID 83644-5757

Kipp Chambers
11 W Main St
Middleton, ID 83644-5815

Maria March
Po Box 764
Middleton, ID 83644

Kipp Chambers
8130 Plumberry Ct
Middleton, ID 83644-5733

Richard Nestorick
Po Box 203
Middleton, ID 83644

Charles & Ruth Buskirk
14195 Oasis Rd
Caldwell, ID 83607-7525

Jlc Investments Inc
Po Box 44354
Boise, ID 83711

Marilyn Molloy
556 Fairhaven
Middleton, ID 83644-5962

Clarity Credit Union
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Nampa, ID 83653



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Middleton, ID 83644-5589

Middleton Village Partners
Po Box 9325
Boise, ID 83707-3325

the Way Assembly Of God Inc
Po Box 892
Middleton, ID 83644

Mike Mcpherson & Pherson Mc
Po Box 202
Middleton, ID 83644

Clarity Credit Union
Po Box 500
Nampa, ID 83653

Jacksons Food Stores Inc
3450 E Commercial Ct
Meridian, ID 83642-8915

Middleton Village Partners
Po Box 9325
Boise, ID 83707-3325