



PLANNING AND DEVELOPMENT SERVICES

5500 S 5th Ave | Pocatello, Idaho 83204 | 208.236.7230 | www.bannockcounty.gov

AMENDED

AGENDA

BANNOCK COUNTY

PLANNING & DEVELOPMENT COUNCIL MEETING

MAY 20, 2026 – 5:15 PM

The public meeting will be held in Conference Room 1, Office of Planning and Development Services, 5500 S 5th Ave, Pocatello, ID 83204

Any citizen who wishes to address the Council, must first complete a sign-up sheet and give their name and address for the record. If a citizen wishes to read documentation of any sort to the Council, they must have a copy available to submit as part of the record. There will be a three (3) minute time limitation for presentations by citizens. The purpose of this agenda is to assist the Council and interested citizens in the conduct of this public meeting. **Citizens should examine the agenda for the item of their interest. However, citizens are advised that only Public Hearings allow for public comment during the discussion / consideration process.** Citizens have an opportunity to be heard by the Council if the item meets the criteria as described in the agenda. *You must sign in at the start of the meeting to be recognized.*

RECESS: The Council Chair or Vice Chair may call a recess, as they deem necessary, to allow Council members and participants a brief rest period.

Bannock County complies with requirements of the Americans with Disabilities Act. Special accommodations can be provided with three (3) days advance notice by calling 208.236.7230, emailing development@bannockcounty.gov, or coming into the office.

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| AGENDA ITEM NO. | 1. | ROLL CALL AND DISCLOSURE OF CONFLICT OF INTEREST – EX-PARTE COMMUNICATION AND SITE VISIT Disclose any communication, including who was there and the basic substance of conversation. Disclose if a site visit was made, location(s) of the site visit and what was seen. |
| AGENDA ITEM NO. | 2. | PRELIMINARY BUSINESS a) Agenda Clarification and Approval – Action Item |
| AGENDA ITEM NO. | 3. | APPROVAL OF MINUTES – ACTION ITEM: a) April 15, 2026 |

PUBLIC HEARING ITEMS

(The procedure used for conducting the public hearings is at the end of this agenda.)

- AGENDA ITEM NO. 4. SUBDIVISION CONCEPT PLAN – NELSON MEADOWS FIRST ADDITION – ACTION ITEM: Pursuant to Section 302 of the Bannock County Subdivision Ordinance, Stewart Ward proposes to subdivide approximately 22.02 acres of land into three (3) buildable lots and one (1) open space lot. The buildable lots would range from 2.74 to 3.82 acres in size. The subject properties are parcels RPRRNMS000200, RPR4015018505, RPRRNMS000300, and RPRRNMS000400 located off of East Jackson Creek Road, a county-maintained road, and Murdock Drive, a private maintained road. Individual wells and septic systems have been proposed. Type of action: Decision.

BUSINESS ITEMS

- AGENDA ITEM NO. 5. SUBDIVISION PRELIMINARY PLAT – WESTFIELD ESTATES DIVISION 7 – ACTION ITEM: David Assan requests preliminary plat approval for tax parcel RPR3853006606, in accordance with procedures and standards established in the Subdivision and Zoning Ordinance. Type of action: Decision.

- AGENDA ITEM NO. 6. ~~SUBDIVISION PRELIMINARY PLAT – REPLAT OF DEER VALLEY RESERVE & DEER VALLEY RESERVE DIVISION 2 – ACTION ITEM: Matt Baker requests preliminary plat approval for tax parcels RPRRDVR000100, RPRRDVR000200, RPRRDVR000300, RPRRDVR000400, RPRRDVR000500, RPRRDVR000600, RPRRDVR000700, RPRRDV2000800, RPRRDV2000100, RPRRDV2000200, RPRRDV2000300, RPRRDV2000400, RPRRDV2000500, RPRRDV2000600, and RPRRDV2000700, in accordance with procedures and standards established in the Subdivision and Zoning Ordinance. Type of action: Decision.~~

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- AGENDA ITEM NO. 7. ITEMS OF INTEREST
- a) Update on recommendations to Commissioners
 - b) Discussion of upcoming hearing items
 - c) Announcements

- AGENDA ITEM NO. 8. CITIZEN COMMENTS

attendance, but only if the parties have filled out the testimony sign-in sheet. **If you have submitted written testimony as part of the packet, you cannot also give an oral testimony unless it is to read the written testimony into the record.** In order to keep a clear audio recording of this hearing, when testifying, a person must come to the podium and state their full name and address. Comments will not be accepted from the audience seats and discriminatory testimony shall not be permitted. There shall be no booing, hissing, or cheering.

AGENDA ITEM NO. 2

Preliminary Business

- a) Agenda Clarification and Approval

AGENDA ITEM NO. 3

Approval of Minutes

- a) April 15, 2026

BANNOCK COUNTY PLANNING AND DEVELOPMENT COUNCIL

DRAFT MEETING MINUTES | April 15, 2026

BANNOCK COUNTY STAFF PRESENT: Hal Jensen, Planning Director, Alisse Foster, Subdivision Planning, and Kiel Burmester, Public Works Director.

Council Member Selleneit called the meeting to order at 5:15 p.m.

1. ROLL CALL AND DISCLOSURE OF CONFLICTS OF INTEREST:

Present: Chad Selleneit, Stewart Ward, Molly Dimick, and Krystal Madsen.

No conflicts of interest were declared.

2. PRELIMINARY BUSINESS AGENDA CLARIFICATION AND APPROVAL:

Planning Director, Hal Jensen noted that Agenda Item No. 10, has been withdrawn.

Planning Director, Hal Jensen recommended approving the agenda as outlined with the noted adjustment.

Selleneit made a motion to approve the agenda as written, with Item No. 10 removed.

Dimick seconded the motion.

All in favor; motion passed unanimously.

3. APPROVAL OF MINUTES:

Madsen makes motion to approve minutes as written for March 18, 2026.

Selleneit seconded the motion. All in favor; motion passed unanimously.

PUBLIC HEARING:

Dimick makes motion to open public hearing. Madsen seconds. All in favor.

4. VARIANCE FROM §316 – BUILDING BULK AND PLACEMENT STANDARDS – ACTION ITEM:

Colleen Erickson requests a variance for a right-of-way setback from 30' to 10' to build an Ag structure. The affected property is labeled as parcel RPR4263004907 and is currently addressed as 3080 E. Sublette Road, Arimo, ID 83214.

David Erickson, 3080 E. Sublette Road, Arimo, ID spoke on behalf of the applicant. Mr. Erickson explained the request was to allow placement of a proposed 40-foot by 60-foot shop building to be used for hay and equipment storage, with lean-tos extending from each side.

He stated the requested location was necessary to best utilize the available space on the property. Existing site constraints included the house, well, septic system, drainage areas, and steep slopes on portions of the property. Mr. Erickson explained that if the building remained at the full 30-foot setback, it would restrict access and maneuverability for trailers, hay unloading, and equipment movement. He noted that reducing the setback would improve traffic flow through the property and allow continued agricultural operations.

STAFF

Alisse Foster, Subdivision Planner, presented the staff report prepared by Annie Hughes. Staff noted the report included both a recommendation of denial and an alternative recommendation of approval with conditions.

Staff stated the site contains slopes ranging from approximately 1% to 6%, drainage areas, and utility locations. Staff indicated there may be alternative building locations on the property that could meet setback requirements.

Staff further explained that right-of-way setbacks are intended to preserve space for future road improvements, snow removal, and potential roadway expansion. Reducing the setback to 10 feet could limit the County's future ability to widen the road.

Staff also noted the hardship appeared to be related more to design preference and site layout rather than a strict physical limitation of the property.

PUBLIC WORKS COMMENTS

Kiel Burmester, Public Works Director, stated the roadway is a local, low-volume road with a 50-foot right-of-way. He did not identify immediate traffic safety concerns with the proposed setback, but noted concerns regarding preserving space for potential future road widening or increased traffic demand.

COUNCIL DISCUSSION

Council discussed the size of the property, possible alternative building locations, and whether the applicant had demonstrated an undue hardship sufficient to justify the variance request.

Members noted that the burden of proof rests with the applicant to show no reasonable alternative exists. Several members expressed concern that other areas of the property may be suitable for construction, including pasture areas with only modest slope.

Council also discussed the possibility of granting a lesser variance, such as allowing a 20-foot setback rather than the requested 10-foot setback.

PRELIMINARY FINDING

Council stated there appeared to be a reasonable alternative location for the structure based on the staff report, which identified adjoining pasture land with approximately 1% to 3% grade as a possible building site.

Further deliberation and formal findings continued.

PUBLIC TESTIMONY

Public testimony in favor:

Richard and Amanda Jepperson provided written comment in support of variance request.

Public testimony neutral:

None.

Public testimony opposed:

None.

FINDINGS

1. The applicant has shown there is a reasonable alternative.

This is based on: The Staff Report which states that a 1-3% grade on adjoining pasture that joins from the proposed building location could be an alternative.

2. The variance is not in conflict with the public interest.

This is based on: With current traffic conditions on Sublette Road and no adjoining neighbors and no opposing public comments received.

3. The variance will not adversely affect adjacent property.

This is based on: Current traffic conditions on Sublette Road, also there are no adjoining neighbors, and no opposing public comments received.

4. If the variance is not granted, the applicant will not suffer undue hardship caused by the physical characteristics of the site.

This is based on: The Staff Report which states the hardship appears to be self-imposed of design preference driven rather than a strict physical limitation.

Dimick, having reviewed the application, staff report, and all testimony presented tonight as part of the record, and based on the criteria for a variance, and having found that those criteria for approval are not satisfied, I move to deny Colleen Erickson’s variance request, as described in the application and staff report.

Madsen seconded the motion.

A roll-call vote was taken:

- Ward – Yes
- Selleneit – No
- Dimick – Yes
- Madsen – Yes

Motion carried by a 3 to 1 vote.

5. COMPREHENSIVE PLAN FUTURE LAND USE MAP AMENDMENT – ACTION ITEM: Robert Matthews proposes the re-designation of approximately 2.5 acres of land from Residential Rural to Industrial on the Future Land Use Map. The subject property is located in Section 27 of Township 7 South, Range 36 East and is identified as parcel RPR4015023905.

Robert Matthews, 1716 E. Terry Street, Pocatello, ID. The applicant spoke in support of the request and stated he had previously contacted adjacent property owners, including Jeffrey Greenwell and Clark Wanner, to discuss the proposal and potential concerns regarding noise, odor, and operations.

The applicant stated that modern asphalt plant technology would reduce off-site impacts through the use of odor control systems, emission controls, and the use of natural gas or propane

rather than diesel fuel. He also stated the proposed plant would be a virgin-run facility with no recycled asphalt, which would reduce smoke and odor.

When directed to focus on land use compatibility, the applicant stated the subject 2.5-acre parcel was formerly associated with the adjoining gravel pit/mine operation. He argued the parcel would be more appropriately zoned industrial rather than residential rural, noting that it is surrounded by industrial activity and adjacent mining uses.

The applicant stated the parcel was not well suited for residential or low-density development due to its proximity to the gravel pit and surrounding industrial uses.

COUNCIL QUESTIONS / PARCEL CLARIFICATION

Council members questioned inconsistencies between maps and exhibits included in the application packet. Specifically, one exhibit depicted a triangular parcel while another showed a rectangular parcel.

Staff clarified that the parcel number listed on the application was Parcel No. RPR4015023905, which was the parcel used for public notice and staff review. Staff further explained that another surveyed parcel referenced by the applicant had not yet been created through a recorded deed and therefore did not appear on County maps.

Staff stated the unrecorded parcel was different from the parcel noticed for hearing and was not the same parcel legally before Council that evening.

LEGAL / PROCEDURAL DISCUSSION

Council and staff explained that because the application had been publicly noticed using Parcel No. RPR4015023905, only that parcel could be considered during the hearing. If the applicant intended to seek approval for a different parcel, a new application and public notice process would be required.

The applicant expressed frustration and stated he had relied on survey information provided by the title company. He indicated he did not have authority or a contract for the alternate parcel and therefore could not proceed on that basis.

WITHDRAWAL OF APPLICATION

After discussion, the applicant formally requested to withdraw both the Future Land Use Map Amendment and Rezone applications.

Staff confirmed that both requests would need to be withdrawn because the rezone could not proceed without the corresponding land use map amendment.

PUBLIC HEARING CLOSURE

Chair acknowledged the withdrawal request and stated the applications had been withdrawn. Staff advised the applicant he could reapply in the future with correct parcel information.

The Chair then closed the public hearing.

ADDITIONAL PUBLIC COMMENT AFTER CLOSURE

Following closure of the hearing, informal discussion occurred regarding roadway access, bridge capacity, truck traffic, safety concerns on nearby curves, winter driving conditions, and potential impacts of heavy truck traffic associated with aggregate or asphalt operations. Staff advised interested parties to contact the County for additional information regarding road jurisdiction and transportation concerns.

6. ZONING ORDINANCE MAP AMENDMENT/REZONE – ACTION ITEM: Robert Matthews proposes the re-designation of approximately 2.5 acres of land from Residential Rural to Industrial on the Zoning Map. The subject property is located in Section 27 of Township 7 South, Range 36 East and is identified as parcel RPR4015023905.

Zoning Map Amendment/Rezone – Withdrawn

BUSINESS ITEMS

7. SUBDIVISION PRELIMINARY PLAT – SHAW HOLLOW ESTATES – ACTION ITEM: Pursuant to Section 302 of the Bannock County Subdivision Ordinance, Shane Remer proposes to subdivide approximately 10.097 acres of land into two (2) buildable lots and one (1) open space lot. The buildable lots would range between 1.485 and 1.492 acres in size. The subject property is parcel RPR4015006605 located off of N. Rapid Creek Road, a county-maintained road. The development proposes individual well and septic systems.

Jay Roche, 2860 N. Rapid Creek, Inkom, ID discussed concept plan, adjustments made, irrigation easements, H&H study (floodplain), and steep slopes.

FINDINGS

1. The preliminary plat is in conformance with the Bannock County Planning and Development Council's approved Concept Plan, all applicable provisions of the Bannock County Subdivision Ordinance, other County Codes and Ordinances, and Idaho Code.

The conditions from concept have all been met and will be in compliance with the subdivision ordinance after adding condition 3 from the Staff Report.

2. The street plan for the proposed subdivision will permit its development in accordance with the Bannock County Subdivision Ordinance.

There are no new streets created.

3. The street plan for the proposed subdivision will permit the development of adjoining land by providing access to that land by right of way dedicated to the County, or a developed street to the property boundary.

No new streets were created. All lots will access from a single point off the county road.

4. Lot lines and roads do relate to land shapes and existing development.

Based on the characteristics of the site with the slopes and flood plain, the lots are laid out appropriately.

Dimick, having reviewed the application, staff report, and all testimony presented tonight as part of the record, and based on the criteria for a Subdivision Preliminary Plat, and having found that those criteria for approval are satisfied, I move to approve the Preliminary Plat for Shaw Hollow Estates, as described in the application and staff report, with the following conditions:

1. All subsequent plats shall state "Open Space, Block 1 Lot 3, is a separate lot and is restricted from further development but may be farmed, grazed, or timbered, per Bannock County Subdivision Ordinance 1997-4, §401.C.3."
2. Plat shall state "Stormwater drainage shall be retained on site, within each individual lot, per Bannock County Zoning Ordinance 1998-1, §495."
3. 30' access easement shall be removed from lot 3.
4. Lots that meet requirements of §404.B will need to be marked with an "R" on all subsequent plats.

Chair Ward seconded the motion.

A roll-call vote was conducted:

- Ward – Yes
- Selleneit – Yes
- Dimick – Yes
- Madsen – Yes

Motion carried by a 4 to 0 vote.

CLOSE PUBLIC HEARING

Dimick made a motion to close the public hearing.

Selleneit seconded the motion.

All in favor; motion passed unanimously.

8. VARIANCE EXTENSION REQUEST: Pursuant to Section 540 of the Bannock County Subdivision Ordinance, Ted Van Horn requests an extension approval for tax parcel RPRRSGP003202 for a 25' right-of-way setback off of Utah Drive for the single-family dwelling.

Ted Van Horn, 3670 Utah Drive, Inkom, ID. Due to parents' serious illnesses, he applied for a variance extension prior to expiration date.

Hal Jensen, Planning Director, applicant needs to show some type of just cause or hardship. Mr. Van Horn has been taking care of aging parents that have taken him away from the process of starting the house months ago. Applied for residential dwelling permit.

Alisse Foster, Subdivision Planner – 20' setback off of Utah Drive and expiration date will be August 20, 2026.

FINDINGS

1. The proposal for extension was filed with the Planning and Development Council prior to the expiration date of the original variance.

Dimick, having reviewed the application, staff report, and all testimony presented tonight as part of the record, and based on the criteria for a variance, and having found that those criteria for approval are satisfied, I move to approve Ted Van Horn's variance extension request, as described in the application and staff report.

Madsen seconded the motion.

A roll-call vote was conducted:

- Ward – Yes
- Selleneit – Yes
- Dimick – Yes
- Madsen – Yes

Motion carried by a 4 to 0 vote.

9. SUBDIVISION EXTENSION REQUEST: MARLEY ACRES DIVISION 1 – ACTION ITEM: Pursuant to Section 303 of the Bannock County Subdivision Ordinance, Matt Baker requests an extension approval for parcel RPR4265012108 for an eight (8) lot subdivision.

Don Marley, Arimo, ID discussed there have been some problems and applied for extension to continue with plan.

Council discussion with staff.

FINDINGS

1. The applicant has submitted 100 percent of the engineering plans or has made a showing of “good cause.”

The applicant has submitted a 100 percent of the engineering plans and showed good cause due to sale of subdivision.

Madsen, having reviewed the application, staff report, and all testimony presented tonight as part of the record, and based on the criteria for an extension of deadline submittal of final plat, and having found that those criteria for approval are satisfied, I move to approve the extension of Marley Acres Division 1, as described in the application and staff report.

Dimick seconded the motion.

A roll-call vote was conducted:

- Ward – Yes
- Selleneit – Yes
- Dimick – Yes
- Madsen – Yes

Motion carried by a 4 to 0 vote.

10. VARIANCE FROM §337 – BUILDING BULK AND PLACEMENT STANDARDS – ACTION ITEM:

Dustin Manwaring requests a variance for a side yard setback from 10’ to 5’ to build a shop. The affected property is labeled as parcel RPRRGJA000500 and is currently addressed as 3241 Limelight, Pocatello, ID 83201. The procedures and standards for evaluating a variance petition are found in §540 of the Bannock County Zoning Ordinance; approval or denial of this request shall be in accordance with standards prescribed therein.

Variance – Withdrawn

11. ITEMS OF INTEREST:

1. Update on recommendations to Commissioners – No updates
2. Discussion of upcoming hearing items for May 20, 2026
 - Variance from the cottage dwelling restrictions
 - Subdivision Concept Plan for Nelson Meadows First Addition
3. No Announcements

12. CITIZEN COMMENTS:

None.

13. WORK SESSION:

None.

14. MEETING ADJOURNED

The public meeting was held in Conference Room 1, Office of Planning and Development Services, 5500 S. 5th Avenue, Pocatello, ID 83204.

PUBLIC HEARING ITEMS

AGENDA ITEM NO. 4
Subdivision Concept Plan:
Nelson Meadows 1st Addition-
Stewart Ward



PLANNING AND DEVELOPMENT SERVICES

5500 S 5th Ave | Pocatello, Idaho 83204 | 208.236.7230 | www.bannockcounty.gov

CONCEPT PLAN– NELSON MEADOWS 1ST ADDITION

PUBLIC HEARING: MAY 20, 2026

STAFF REPORT

FILE #: SCP-26-2

LOCATION: RPR4015018505, currently addressed as 44 E. Jackson Creek Road, Inkom, ID 83245, RPRRNMS000200, currently addressed as 2596 Murdock Drive, Inkom, ID 83245, RPRRNMS000300, and RPRRNMS000400, currently unaddressed.

APPLICANT:

Dioptra
Stewart Ward
4880 Clover Dell Rd
Pocatello, ID 83202

OWNER:

Domini and Nichole Ferrari
44 Jackson Creek Road
Inkom, ID 83245

Joshua and Brandi Nelson
2596 Murdock Drive
Inkom, ID 83245

SCN Living Trust
2630 N. Inkom Rd
Inkom, ID 83245

RECOMMENDATION: Staff recommends approval with the following conditions:

1. Include the proposed stormwater detention/retention methods and measures, adequate for controlling post development stormwater runoff, on the preliminary plat.
2. A Detailed Based Flood Elevation Study, completed by an Idaho licensed engineer, shall be provided at Preliminary Plat and depicted on the plat.
3. All subsequent plats shall state "Open space shall not be used for open storage or for collection of refuse, junk or garbage."
4. All subsequent plats shall state "Lot 3 is a Separate Lot per Bannock County Subdivision Ordinance §401.3.b. Lot is deed restricted against further development but it may be farmed, timbered, etc."
5. A 15' public utility easement is required along the length of Jackson Creek Road, outside of the right-of-way, within lot 5.
6. All subsequent plats shall state "At the time of the sale of Lot 3 or Lot 4, Block 1 legal access of no less than 60' shall be created and granted to said lot(s)."
7. If slopes in excess of 20% grade are over 25% of the lot(s), Subdivision Ordinance §404.B.1 shall be met and depicted on all subsequent plats.
8. Provide written comment from City of Inkom in regard to the distance from the city sewer line to each lot and ability to connect to city sewer.

Council may wish to add additional conditions as needed.

STAFF REPORT
CONCEPT PLAN – Nelson Meadows 1st Addition
Page 1 of 8

REQUEST & BACKGROUND: Stewart Ward proposes to subdivide approximately 22.02 acres of land into three (3) buildable lots and one (1) open space lot. The buildable lots would range from 2.74 to 3.82 acres in size. Individual wells and septic systems have been proposed. Three of the lots are being replated and are currently located within Nelson Meadows Subdivision. This subdivision is located ~ 0.24 miles from the City of Inkom boundary.

CONCEPT PLAN PROPOSAL SUMMARY:

TOTAL AREA: 22.02 +/- acres

BUILDING LOTS: 3 residential

DWELING UNIT DENTISY: 1 dwelling unit per 7.34 acres

BUILDING LOT SIZE: Approximately 2.74 acres to 3.82 acres

WATER & SEWER: Individual well and septic systems

STORMWATER SYSTEM: To be retained on individual lots.

UTILITIES: No new installation proposed. Power exists on lot 2 and lot 5.

FIRE PROTECTION: Jackson Creek Fire District; none proposed.

ROADS/ACCESS: Jackson Creek Road, a county-maintained road and Murdock Drive, a private road.

SITE CHARACTERISTICS AND ZONING:

ZONE: Residential Rural (RR)

PROPERTY SIZE: ~ 22.02 acres

VIEWES: The property is visible from east, south, and west.

IMPACT AREA: None

FLOOD ZONE: A

TERRAIN: Slopes, natural drainage

EXISTING STRUCTURES: Dwellings with accessory structures on two proposed lots.

SURROUNDING LAND USES AND ZONING

NORTH: Bare ground; Residential Rural

EAST: Residential and bare ground; Residential Rural

SOUTH: Residential; Residential Rural

WEST: Residential and bare ground; Residential Rural

COMMUNITY IMPACT ANALYSIS:

1. Total population at built out will be a total of 9.6. (3 lots x 3.2 persons per household.)
2. Population five to 17 years of age will be 2.304. (9.6 population x 24%)
3. Water usage will be 1,000 gal per day per household, total project at build out will be 1,200 gal. per day per lot.
4. Sewage produced per unit will be 208 gallons a day and total for project will be approximately 2,500 gallon per day.

5. Tax generated for average size lot is estimated to be approximately \$4,600 per lot assuming a dwelling and land value of \$400,000.
6. Cost to provide services is not known.

APPLICABLE LAWS AND PLANS:

1. Idaho Code §67-65, LOCAL LAND USE PLANNING ACT – SUBDIVISION ORDINANCE
2. 2021 Bannock County Comprehensive Plan
3. Bannock County Zoning Ordinance, 1998-1
 - a. §320 RESIDENTIAL RURAL DISTRICT
4. Bannock County Subdivision Ordinance, 1997-4, specifically:
 - a. §302 CONCEPTUAL OR MASTER PLAN REVIEW

CONCEPT PLAN REVIEW CRITERIA §302.E

The concept plan for a subdivision may be approved only if the reviewing authority shall find that it satisfies the following criteria:

1. **The proposed tentative plan is in conformance with the Bannock County Comprehensive Plan; is in conformance with all applicable provisions of this Ordinance, other County Ordinances, and Idaho Code.**

Staff Findings

Staff has identified the following applicable goals and policies (others may be identified by the Council):

Goal 1.2: A balance of urban and rural amenities to attract families.

Goal 2.2: Development that fosters economic growth while maintaining the rural character of the county.

Strategy 2.2.4: Allow rural developments to offer a mix of lot sizes to support people with diverse incomes, uses, and needs.

Strategy 2.2.5: Continue to ensure that developments, rezones, and land uses align with the Future Land Use Map and its associated characteristics and descriptions as illustrated in Figure 7.

Goal 3.3: A rural atmosphere with a variety of housing and commercial development opportunities.

Strategy 3.3.1: Manage density requirements where growth opportunities exist while considering the desire for open space.

Goal 4.4: Protected natural resources.

Strategy 4.4.2: Continue responsible natural resource management.

Strategy 4.4.3: Support responsible use and management of surface and ground water.

Idaho Code:

Developer will need to research Idaho Code to ensure all provisions have been met.

| Bannock County Zoning Ordinance | | | | |
|--|-----------|------------|-------------------------------------|--|
| Compliant | | | Standards and Staff Comments | |
| Yes | No | N/A | Ordinance Section | Staff Comments |
| x | | | §326 | Residential Rural allows a density of one dwelling to 2.5 acres. A density of 7.34 acres per dwelling has been proposed. |

| Bannock County Subdivision Ordinance | | | | |
|---|-----------|------------|-------------------------------------|---|
| Compliant | | | Standards and Staff Comments | |
| Yes | No | N/A | Ordinance Section | Staff Comments |
| x | | | §401 | Lot 3 is dedicated as a Separate Lot. The open space parcel must be no less than 50% of the entire land being divided, 23.21 existing acres / 50% required open space equals no less than 11.605 acre open space lot. Open space connects with other permanent open space and includes slopes over 35%. |
| x | | | §402 | Roads and driveways servicing more than two non-agricultural building must meet the Highway Standards and Roadway Development Procedures for Bannock County (HSRDP). |
| x | | | §404.A | Lot 2 and lot 5 have existing dwellings. Based on the topography of lot 4, it appears to have flat area for a building site. The District Health Department will review the lots before signing the plat. |
| x | | | §404.B | Based on condition 7, developer will need review slopes and to ensure these criteria are met. |
| | | x | §404.G | All lots in subdivisions of more than four lots shall access to an interior subdivision road or street. |
| x | | | Staff Comments | The proposed subdivision name "Nelson Meadows 1 st Addition" has been reviewed. All though Nelson Meadows name has been used in the past, the same developer owns proposed lot 3 and lot 4, allowing the subdivision name to be used per Idaho Code. |

2. The proposed roads and bridges will be designed and constructed according to the Section 402 of this Ordinance. If a design deviation is requested, it shall equal or exceed those standards for its purpose.

| Bannock County Subdivision Ordinance | | | | |
|--------------------------------------|----|-----|------------------------------|--|
| Compliant | | | Standards and Staff Comments | |
| Yes | No | N/A | Ordinance Section | Staff Comments |
| x | | | §402.A | Roads and driveways servicing more than two non-agricultural buildings must meet the meet minimum requirements of the Highway Standards and Roadway Development Procedures for Bannock County (HSRDP). |
| x | | | Staff Comments | No interior roads being proposed for this development. Lot 2, Block 1 will use an existing 50' private road, Murdock Drive. This road was designed and constructed during the original plat of Nelson Meadows. Lot 5 Block 1 will access from existing individual approaches via Jackson Creek Road, a county-maintained road. Lots 3 and 4 of Block 1 will access from individual approaches via Jackson Creek Road, a county-maintained road. These lots have contiguous ownership with Lot 12 Block 1 of Moose Mountain Subdivision Phase 2. Legal easement will need to be established at the time of selling lots. |
| | | x | §402.C | Subdivisions of 20 or more lots, or those which adjoin an existing subdivision with a combination of 25 or more lots, shall provide two or more ingress/egress roadways. |

3. The proposed partitioning of land does not prohibit the extension of dedicated streets or roads.

Staff Findings

It does not appear there are any dedicated streets or roads that could be extended at this time.

4. **The proposed partitioning will not conflict with legally established easements or access within or adjacent to the proposed land partition.**

Staff Findings

There is a 15' Jackson Creek irrigation and maintenance easement and a 15' Rapid Creek Irrigation Easement that are depicted on the proposed plat.

Murdock Drive does not and could not be extended due to the placements of existing structures.

The developer should research to find all existing easements and depict them on the plat, according to Bannock County Subdivision Ordinance §302.A.2.b.

5. **The blocks of lots are located and laid out to properly relate to adjoining or nearby lot or parcel lines, utilities, streets, or other existing or planned facilities.**

Staff Findings

The proposed plat will not adjust the blocks of the original subdivision with one developed parcel being added to the subdivision. The open space has been increased to account for the increase of acreage by adding the one lot to the subdivision. The proposed lots are located in close proximity to existing roads, subdivisions, and utilities.

Lot 4 is clustered with Moose Mountain Subdivision Phase 2 developable parcels.

DEQ has indicated that City of Inkom sewer may be located within 2,000 feet of this development. Ability to connect to city sewer may need further investigated by the developer.

6. **The proposed property is physically suitable for the type and proposed density of development and conforms to existing zone standards.**

Staff Findings

The land is currently used as bare ground and residential. The proposed buildable lots are sloped with relatively flat areas for building. The land is adjacent to other residential uses and bare ground. The parcel is located approximately 0.23 miles from the City of Inkom.

Per Bannock County Zoning Ordinance §323, single-family dwellings, duplex, accessory uses which are customarily incidental to residential uses, livestock on one acre or more, noncommercial recreational facilities, commercial agricultural uses, and daycares with up to 6 children are permitted uses in this district.

AGENCY COMMENTS:

1. DEQ – Sent May 11, 2026

PUBLIC COMMENTS:

2. None received at the time of this report.

REPORT BY:

Alisse Foster, Subdivision Planner
alissef@bannockcounty.gov

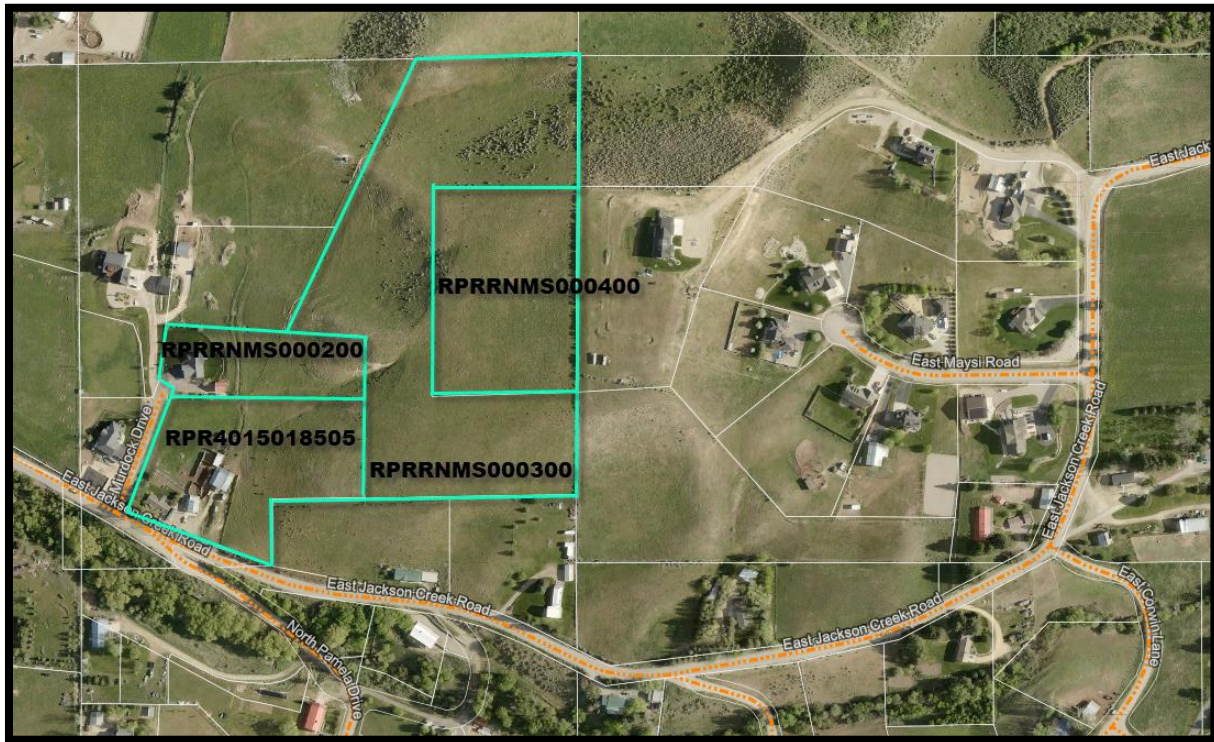
REPORTED DATE: May 13, 2026

**Staff comments in this report are based solely upon evidence available at the time of the report. Additional information may be brought to light at or before the hearing.*

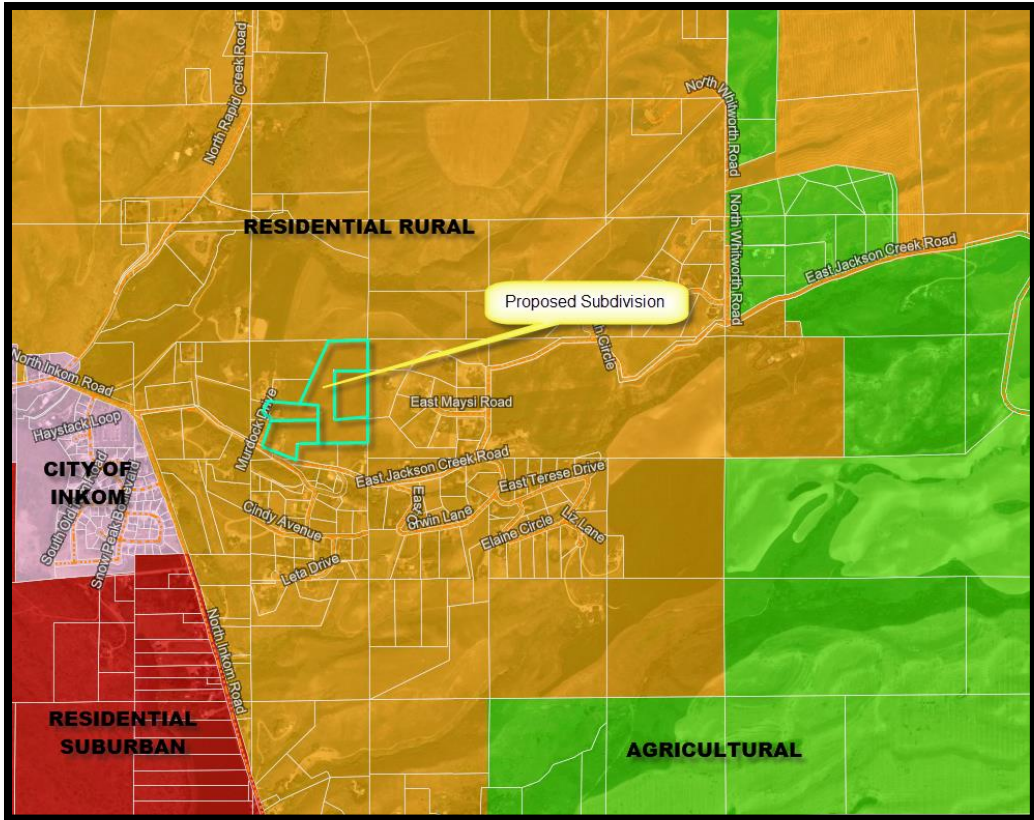
EXHIBITS:

1. Reference Maps
2. Application and Concept Plan
3. Predevelopment Review Comments
4. Agency/Public Comments (if any)
5. Referenced Ordinance and Plans-on file

REFERENCE MAPS



SITE MAP



ZONING MAP



EXPLORER CONTOUR MAP

EXHIBIT 1

Application & Site Plan



Record No:
SCP-26-2

Subdivision Concept
Plan Application

Status: Active

Submitted On:
3/25/2026


Primary Location

No location

Owner

No owner information

Applicant

 Stewart Ward

 [Redacted]

 [Redacted]

 [Redacted]

[Redacted]

Owner/Developer Information

Are the Owner and Developer the same?

Owner Name*

Josh Nelson

Street Address*

[Redacted]

City*

[Redacted]

State*

[Redacted]

Zip Code*

[Redacted]

Email Address*

[Redacted]

Phone Number*

[Redacted]

Site Information

Proposed Subdivision Name*

Nelson Meadows 1st Addition

Parcel Number(s)*

RPRRNMS000200, RPR4015018505,
RPRRNMS000300, RPRRNMS000400

Number of Lots *

4

Quarter

NW

Section

23

Township

7S

Range

36E

Subdivision Information

Current zoning*

Residential Rural

Proposed uses of the property*

Residential

Description of improvements proposed to be made or installed, and the time such improvements are proposed to be made or completed.*

No public improvements will be built. All access, utilities and water/sewer are already installed and will not change

Proposed and/or existing deed restrictions, if any, including easements and rights-of-way.*

All existing and proposed easements and rights-of-way are shown on the attached concept plan.

Statement describing proposed water supply, sewage disposal, and drainage.*

All buildable lots will be served by individual wells and septic systems. These systems are already installed.

Proposed utilities and location/placement of utilities.*

No new utilities will be installed

Proposed fire suppression and prevention measures.*

No fire suppression is planned

Proposed road name(s)* ?

Current access is off Murdock Dr.

Will this be an Open Space designed subdivision?* ?

Yes

Will you be requesting any design deviations?*

No

Will this be a phased subdivision?*

No

Comments from Reviewing Agencies* ?

General comments were received from DEQ.

Subdivision Pre-development Meeting

Pre-development Meeting Date

03/04/2026

Comments from Pre-development Meeting ?

Steep slopes, Open Space location and calculations,

Engineer/Planner/Surveyor Information

Engineer/Planner/Surveyor Name

Stewart Ward

Email

[REDACTED]

Phone Number

[REDACTED]

Acknowledgement

I hereby acknowledge that I have read this application and state that the information on this application is correct to the best of my knowledge.

*



Electronic Signature [Typed Name of Applicant]*



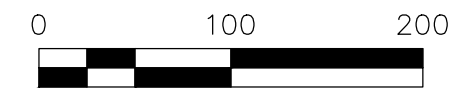
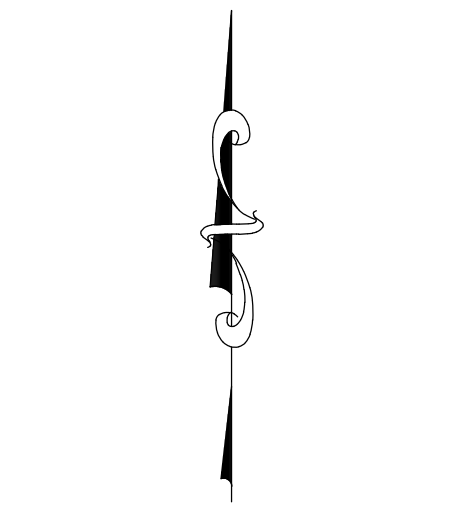
Stewart Ward

Date of Signature*

03/25/2026

Concept Plan For Nelson Meadows-1st Addition

LOCATED IN NW 1/4 SECTION 23, TOWNSHIP 7 SOUTH, RANGE 36 EAST, OF THE BOISE MERIDIAN, IN THE COUNTY OF BANNOCK.

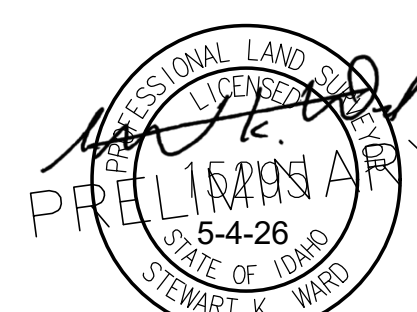


LEGEND

- Parcel Boundary
- Lot Lines-Proposed
- Lot Lines-Existing
- Adjoining Parcels
- Easements
- Road Centerline
- Base Flood Elevations
- Flood plain Limits
- Section Line
- Slope Areas >35%
- Set 1/2" Rebar with Plastic Cap PLS 15295
- Set 5/8" Rebar with 2" Aluminum Cap PLS 15295
- Set 1" Copper Tag PLS 15295
- Found 1/2" Rebar with Plastic Cap PLS 15295
- Found 5/8" Rebar with 2" Aluminum Cap PLS 13173
- Calculated Position
- Record Bearing and Distance per Deed Instr. #21706320
- Record Bearing and Distance per ROS Instr. #796945
- Record Bearing and Distance per Nelson Meadows Subdivision Plat Instr. #21500096

SURVEYORS CERTIFICATE

I, Stewart K. Ward, a Licensed Professional Land Surveyor in the State of Idaho do hereby certify that this plat is an accurate representation of this survey completed under my supervision.



Center Quarter Corner Section 23
Found IAP 3" Brass Cap Monument
Per CP&F #562098

CONCEPT PLAN

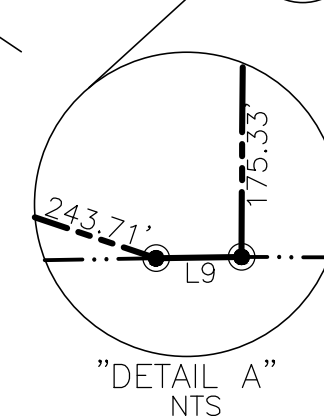
| | | | |
|---------------|----------------|--|---------------|
| | | 4880 Clover Dell Rd. Chubbuck, ID 83202 Ph. 208-237-7373 www.dioptrageomatics.com | |
| | | Nelson Meadows-1st Addition | |
| Drawn By: JRR | Scale: 1"=100' | | Sheet: 1 OF 1 |
| Date: 1/29/26 | Project: 26013 | | |

BASIS OF BEARING

Basis of Bearing per Idaho State Plane Coordinate System - East Zone. GPS observation combination factor: 1.0002961598
Origin: Lat: N 42°48'19.00000"
Long: W 112°14'33.00000"
Height: 5104.212'
All distances are US Survey Feet.

NOTES

- Proposed Lots: 4 total lots
3 Single Family Lots
1 Open Space Lot
- Zoning: Residential Suburban. Total area: 22.03 acres. Open space: 11.73 acres
- Open space will be retained by SCN Living Trust.
- All storm water drainage generated on the public right of way shall be the responsibility of the adjacent land owner
- All driveways shall be designed according to the requirement found in Section 475.13 of the Bannock County Zoning Ordinance. Such requirements will be determined at the time of development. For more information, please contact the Bannock County Office of Planning & Development Services.
- Access to lots 3 and 4 will be through Block 1 Lot 12 of Moose Mountain Subdivision Phase 2 Instr. #20515089.



CURVE TABLE

| CURVE | RADIUS | ARC LENGTH | CHORD LENGTH | CHORD BEARING | DELTA ANGLE |
|--------|---------|------------|--------------|---------------|-------------|
| C1 | 470.00' | 80.61' | 80.52' | N 66°28'33" W | 9°49'38" |
| (NMS-) | 470.00' | 80.65' | 80.55' | N 66°19'48" W | 9°51'44" |

LINE TABLE

| LINE | BEARING | DISTANCE | LINE | BEARING | DISTANCE |
|--------|---------------|----------|--------|---------------|----------|
| L1 | N 10°48'11" W | 74.48' | L6 | N 20°05'51" E | 50.00' |
| (NMS-) | N 10°48'11" W | 74.48' | L7 | S 69°54'09" E | 50.00' |
| L2 | N 41°57'27" W | 100.48' | (NMS-) | S 69°54'09" E | 50.00' |
| (NMS-) | N 41°57'27" W | 100.48' | L8 | S 20°05'51" W | 31.74' |
| L3 | N 29°35'07" W | 43.80' | (NMS-) | S 20°05'51" W | 31.74' |
| (NMS-) | N 29°35'07" W | 43.80' | L9 | S 89°03'31" W | 2.72' |
| L4 | N 60°15'31" W | 80.43' | (NMS-) | S 89°03'31" W | 2.72' |
| (NMS-) | N 60°15'31" W | 80.43' | L10 | N 61°24'21" W | 77.43' |
| L5 | N 62°17'39" W | 206.67' | (NMS-) | N 61°24'21" W | 77.43' |
| (NMS-) | N 62°17'39" W | 206.67' | | | |

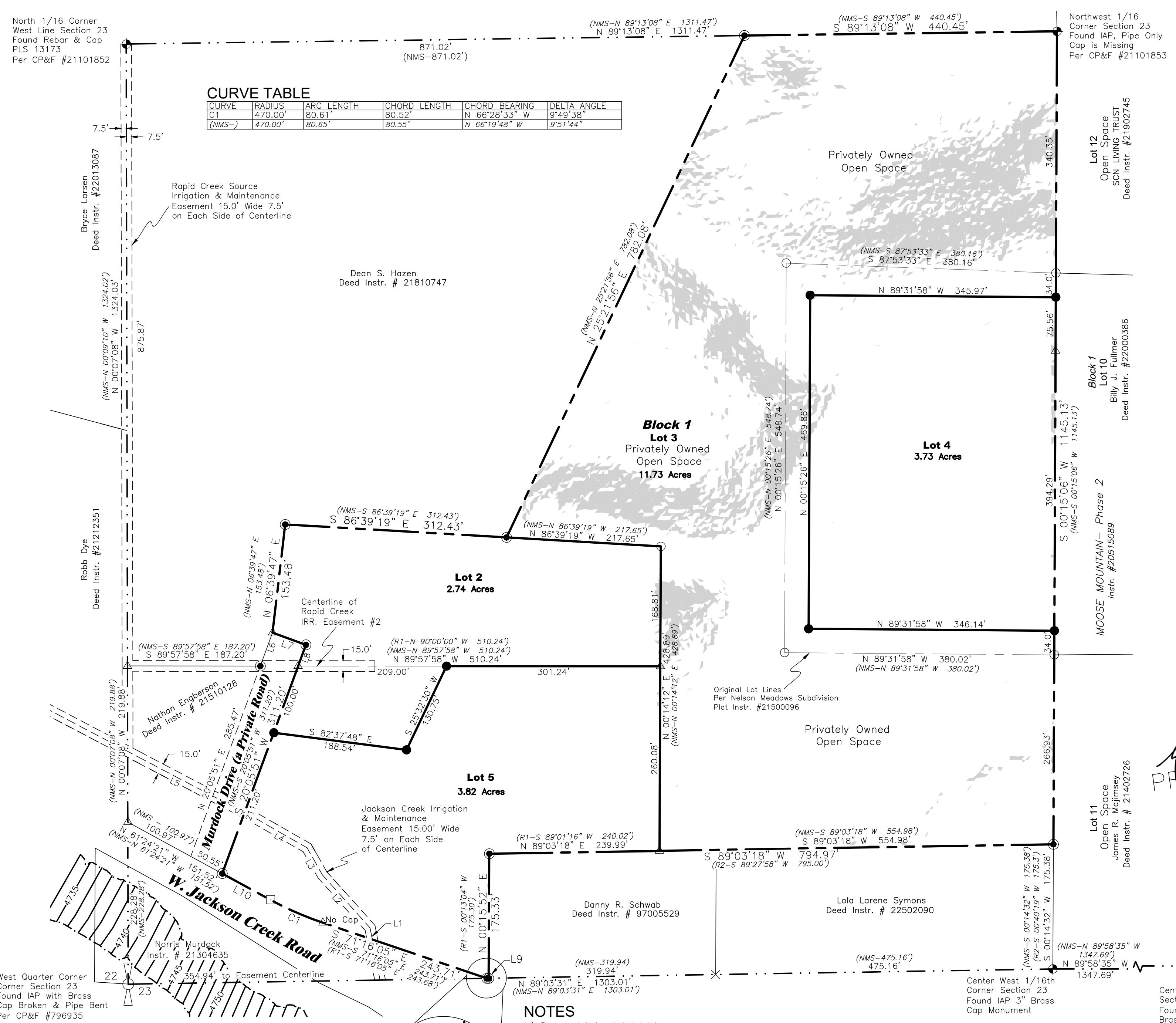


EXHIBIT 2

Pre-Development Documentation



PLANNING AND DEVELOPMENT SERVICES

5500 S 5th Ave | Pocatello, Idaho 83204 | 208.236.7230 | www.bannockcounty.gov

March 9, 2026

Josh Nelson
2596 Murdock Drive
Inkom, ID 83245

Dominic Ferrari
44 E. Jackson Creek Road
Inkom, ID 83245

Dioptre
Stewart Ward
4880 Clover Dell Road
Pocatello, ID 83202

SCN Living Trust
2630 N. Inkom Road
Inkom, ID 83245

RE: Nelson Meadows – 1st Addition
Pre-Development Conference – County Comments

Mr. Ward,

An application for the subdivision located on parcel #RPR4015018505, RPRRNMS000200, RPRRNMS000300, and RPRRNMS000400, was submitted on February 5, 2026. Three of four parcels are currently located within the platted subdivisions Nelson Meadows. The application proposes to subdivide approximately 22.03 acres of land into 11 lots. The buildable lots would range from 22.77 to 3.80 acres in size. The proposed subdivision is located within the Residential Rural (RR) zoning district, which requires a density of 1 dwelling per 2.5 acres with an open space subdivision per the Bannock County Zoning Ordinance (ZO) No. 1998-1, §326. The process for determining the suitability of land for subdividing can be found in the Bannock County Subdivision Ordinance (SO) No. 1997-4, §300. The requirements for the Pre-Development Conference can be found in SO §301.

Pre-Development Proposal Summary:

Bannock County Application Number: SPD-26-2

Bannock County Tax Parcel Number: RPR4015018505, RPRRNMS000200, RPRRNMS000300, and RPRRNMS000400

TOTAL AREA: ~22.03 acres

BUILDING LOTS: 3 residential dwelling lot

DWELLING UNIT DENSITY: 1 dwelling unit per 7.343 acres

BUILDING LOT SIZE: ~ 2.77 acres to 3.8 acres

OPEN SPACE LOT SIZE: 11.73 acres

WATER & SEWER: individual well and septic systems.

STORMWATER SYSTEM: Storm water drainage generated on the public right-of-way to be the responsibility of the adjacent land owner.

UTILITIES: Power existing along Murdock Road and Jackson Creek Road.

FIRE PROTECTION: Jackson Creek Fire District.

ROADS/ACCESS: Murdock Road, a private road.

SPD-26-2
Page 1 of 7

SITE CHARACTERISTICS AND ZONING:

ZONE: Residential Rural (RR)

PROPERTY SIZE: ~22.03 acres

VIEWS: The property is visible from the north, east, south and west.

IMPACT AREA: None

FLOOD ZONE: A

TERRAIN: Slopes, natural drainage

EXISTING STRUCTURES: Dwellings and Accessory Structures

We discussed the proposed subdivision on March 4, 2026 in the Planning and Development department's conference room and online. The following individuals were present at the meeting:

- Owner and Applicant Representative:
 - Stewart Ward
 - Josh Nelson
- Bannock County:
 - Hal Jensen, Planning and Development Director
 - Alisse Foster, Subdivision Planner
 - Annie Williams, Zoning Planner
 - Kiel Burmester, Road and Bridge Director

A brief summary of items discussed during the meeting are as follows and should be considered to assess the site's ability to meet Ordinance standards:

- General Bannock County Subdivision Process:
 - The platting process currently consists of 4 applications.
 - Pre-Development Application (current application SPD-26-2).
 - Concept Application (public hearing item in front of Bannock County Planning and Development Council).
 - Preliminary Plat Application (business item in front of Bannock County Planning and Development Council).
 - Final Plat Application (public hearing item in front of Bannock County Commissioners). This application is a review of the final plat, surveyor review per Idaho Code, and construction plans.
 - Each application must be complete prior to applying for the next application.
- Agency Discussion Points: The applicant should be prepared to address each item with council during the Concept Plan.
 - Idaho Department of Environmental Quality provided general recommendations which include; engineering, air quality, surface water quality, and hazardous material and petroleum storage.
 - Idaho Power stated no comments.

- o County Staff recognizes that many comments provided within agency review letters have been addressed during the current Pre-Development plan submittal. It is recommended that the developer continue working with agencies to address any concerns.

Concept Plan Review Criteria for Approval §302.E

The CONCEPT Plan for a subdivision may be approved only if the reviewing authority shall find that it satisfies the following criteria:

- a. **The proposed tentative plan is in conformance with the Bannock County Comprehensive Plan; is in conformance with all applicable provisions of this Ordinance, other County Ordinances, and Idaho Code.**

Staff Finds:

Comprehensive Plan:

Staff has identified the following applicable goals and policies (others may be identified by the applicant or Council) The Bannock County Comprehensive Plan states:

Goal 1.2: A balance of urban and rural amenities to attract families.

Goal 2.2: Development that fosters economic growth while maintaining the rural character of the county.

Strategy 2.2.4: Allow rural developments to offer a mix of lot sizes to support people with diverse incomes, uses, and needs.

Strategy 2.2.5: Continue to ensure that developments, rezones, and land uses align with the Future Land Use Map and its associated characteristics and descriptions as illustrated in Figure 7.

Goal 3.3: A rural atmosphere with a variety of housing and commercial development opportunities.

Strategy 3.3.1: Manage density requirements where growth opportunities exist while considering the desire for open space.

Goal 4.4: Protected natural resources.

Strategy 4.4.2: Continue responsible natural resource management.

Strategy 4.4.3: Support responsible use and management of surface and ground water.

Bannock County Zoning Ordinance:

The land is currently zoned Residential Rural. Three of the four lots are located within the existing platted subdivision, Nelson Meadow. The purpose of this plat is to increase the size of proposed lot 2 and lot 3.

Under the Residential Rural zoning district, a maximum density of one dwelling to 2.5 acres with an open space subdivision is permitted.

Applicant has proposed 3 residential building lots and one open space lot, resulting in an overall proposed density of one dwelling per 7.343 acres, which complies with the Residential Rural density requirements.

Bannock County Subdivision Ordinance:

Per §109.C., a replat is required in order to realign lots within a recorded subdivision.

Developer will need to ensure submittal requirements have been met per §302.

The proposed subdivision name "Nelson Meadows 1st Addition" has been reviewed for duplicity by staff. The developer may need to provide written consent for the subdivision name.

Per Idaho code 50-1307: Plats of towns, subdivisions or additions must not bear the name of any other town or addition in the same county, nor can the same word or words similar or pronounced the same, be used in making a name for said town or addition, except the words city, place, court, addition or similar words, unless the same is contiguous and laid out and platted by the same party or parties platting the addition bearing the same name, or a party files and records the written consent of the party or parties who platted the addition bearing the same name. All plats of the same name must continue the block numbers of the plat previously filed.

The open space parcel must be no less than 50% of the entire land being divided, 23.22 existing acres / 50% required open space equals no less than 11.61 acre open space lot. At concept, the Applicant will need to determine how the open space will be classified per §401.C.3. The open space may be Common-Owned, Separate Lot, or Transfer ownership to a public agency.

There is a possible Drainage Way located within this development.

Per Subdivision Ordinance §405: Where a subdivision is traversed by a water course, drainage way, wet weather line of surface drainage, channel or stream, there shall be provided a stormwater easement or drainage right of way conforming substantially with the lines of such water course. Such drainage ways shall be preserved as open space. Such areas shall be restricted from development of roads and structures, and the plat shall so indicate.

Per §404.B: All lots which meet the following criteria shall be marked with an "R" and indicated by shading on the preliminary and final plats. An "R" placed next to the lot number and the reasons for the restrictions: floodplain, steep slope, subwater, drainage easement, etc., shall be noted on the plat.

There may be areas with steep slopes.

Per Subdivision Ordinance §409.B. Steep slopes have some restrictions from development. 100 percent of slopes greater than 35 percent shall be designated Open Space as set forth in 401.

Applicant has proposed no fire suppression and prevention measures. Council may require applicant to provide proof of further discussion with local fire district.

Applicant should be aware that per §407: In all subdivisions, the electric, gas, telephone, and other utility lines shall be installed underground from the lot boundary to any structure(s). If power is not already existing, applicant shall install power to the lot boundaries. The power shall be installed outside the road right-of-way except for crossings. Distribution power lines may be above ground with the Council's approval.

Other County Ordinance:

Proposed lot 5 is located within flood zone A. Per Bannock County Flood Damage Prevention Ordinance §530, a detailed base flood elevation study must be completed by an Idaho licensed engineer and depicted on the plat; or apply for a Conditional Letter of Map Revision (CLOMR) prior to Preliminary Plat.

Idaho Code:

Developer will need to research Idaho Code to ensure all provisions have been met. The pre-development submittal does not have enough information to ensure this has been met.

Staff recommends the developer contact Idaho Department of Water Resources to receive clarity on new requirements for water rights within this development.

Staff recommends the developer contact South East Idaho Health Department to verify septic requirements.

- b. The proposed roads and bridges will be designed and constructed according to the Section 402 of this Ordinance. If a design deviation is requested, it shall equal or exceed those standards for its purpose.**

Staff Finds:

There are no interior roads being proposed for this development. The proposed plat depicts access for the lots as follows:

-Lot 2 Block 1 will use an existing 50' private road, Murdock Drive. This road was designed and constructed during the original plat of Nelson Meadows.

-Lot 5 Block 1 will access from individual approaches via Jackson Creek Road, a county-maintained road.

-Lots 3 and 4 of Block 1 will access from individual approaches via Jackson Creek Road, a county-maintained road. These lots have contiguous ownership with Lot 12 Block 1 of Moose Mountain Subdivision Phase 2. Legal easement will need to be established at the time of selling lots.

Subdivision Ordinance §402.B.7: Driveways serving more than two residences, or other non-agricultural buildings, without regard to length, must be built to the standards in 402.A.

Per Subdivision Ordinance §404.G, REVERSE FRONTAGE: All lots in subdivisions of more than four lots shall access to an interior subdivision road or street. If a road is proposed, road must meet the standards of §402.

Council may require a need for a 15' public utility easement along Murdock Drive, outside of the right-of-way. Jackson Creek Road will need to be increased to no less than 60' right-of-way with a 15' public utility easement outside of the right-of-way to meet current road standards.

A design deviation may be requested during the Concept Application.

- c. **The proposed partitioning of land does not prohibit the extension of dedicated streets or roads.**

Staff Finds:

The applicant will need to ensure this criterion of approval can be met. It does not appear there are any dedicated streets or roads that could be extended at this time.

- d. **The proposed partitioning will not conflict with legally established easements or access within or adjacent to the proposed land partition.**

Staff Finds:

Using Bannock County GIS maps and existing plats, there is a 15' Jackson Creek irrigation and maintenance easement and a 15' Rapid Creek Irrigation Easement. The developer should research to find all existing easements and depict them on the plat, according to Bannock County Subdivision Ordinance §302.A.2.b.

- e. **The blocks of lots are located and laid out to properly relate to adjoining or nearby lot or parcel lines, utilities, streets, or other existing or planned facilities.**

Staff Finds:

The proposed plat will not adjust the blocks of the original subdivision with one developed parcel being added to the subdivision. The open space has been increased to account for the increase of acreage by adding the one lot to the subdivision. The proposed lots are located in close proximity to existing roads, subdivisions, and utilities. Lot 4 is clustered with Moose Mountain Subdivision Phase 2 developable parcels.

- f. **The proposed property is physically suitable for the type and proposed density of development and conforms to existing zone standards.**

Staff Finds:

The land is currently used as bare ground and residential. The proposed buildable lots are sloped with relatively flat areas for building. The land is adjacent to other residential uses and bare ground. The parcel is located approximately 0.23 miles from the City of Inkom.

Per Bannock County Zoning Ordinance §323, single-family dwellings, duplex, accessory uses which are customarily incidental to residential uses, livestock on one acre or more, noncommercial recreational facilities, commercial agricultural uses, and daycares with up to 6 children are permitted uses in this district.

At the conclusion of the meeting, it is staff's understanding that the Owner / Applicant plans to submit a Concept Plan application to address the items noted within this letter. Please note, this letter is based on current County Ordinances; future changes to County Ordinances may change the status of the subdivision.

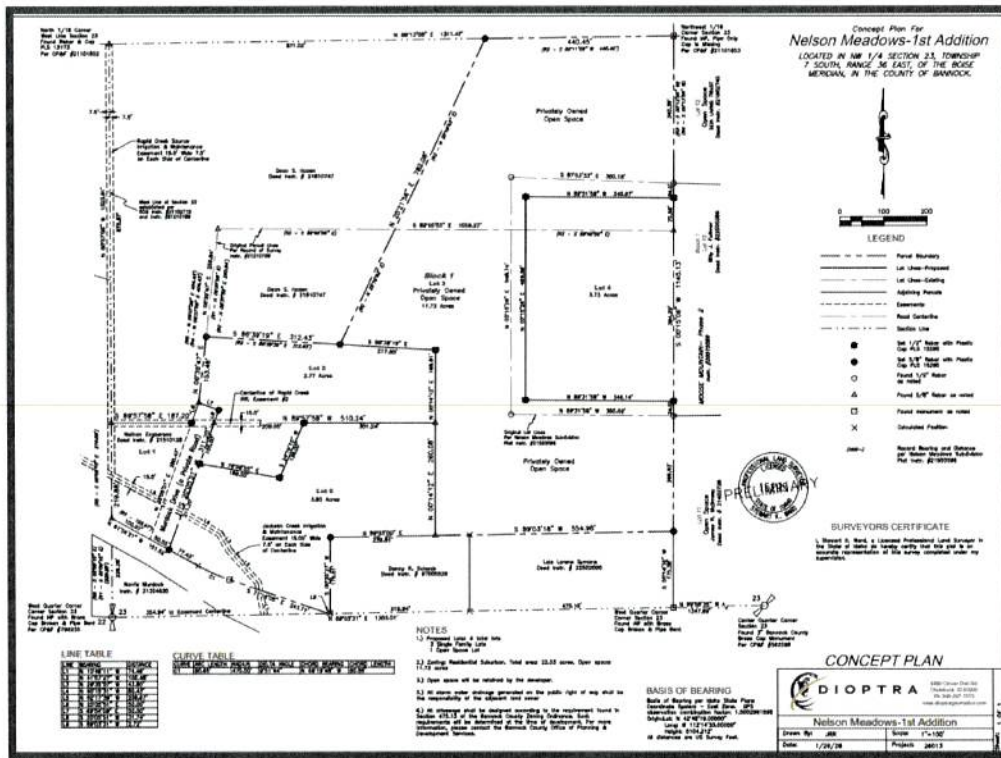
This letter in no way relieves the applicant from meeting any of the requirements found in the Bannock County Subdivision or Zoning Ordinances and other applicable standards.

If you have questions, please contact us. Our office is open Monday through Thursday, 8:00 AM to 5:00 PM and Friday, 8:00 AM to 1:00 PM, or contact us at (208) 236-7230.

Respectfully,

Hal W. Jensen
Planning and Development Director
halj@bannockcounty.gov

Enclosed: Proposed Sketch Plan



Proposed Sketch Plan provided by Applicant

From: [Letson, Leon](#)
To: [Stewart Ward](#)
Subject: Re: Proposed Nelson Meadows-1st Addition Subdivision
Date: Monday, February 2, 2026 11:01:05 AM
Attachments: [image003.png](#)

Hi Stewart,

No comments from Idaho Power on this one.

Thanks,

Leon Letson

FACILITY SITING COORDINATOR

Idaho Power | Economic & Community Development

Office 208-388-5224 | Cell 509-859-3723

idahopower.com

From: Stewart Ward <stewart@dioptrallc.com>

Sent: Friday, January 30, 2026 11:55 AM

To: Anita Hymas <anita@bannockcounty.us>; Jeremy Messick <jeremym@bannockcounty.us>; Kiel Burmester <kielb@bannockcounty.us>; David Bollinger <david.bollinger@bia.gov>; bnewman@blm.gov <bnewman@blm.gov>; Hannah Sanger <hsanger@pocatello.us>; Ken Keller <kkeller@phd6.idaho.gov>; Adam Hill <ahill@sbtribes.com>; lkiffin@sbtribes.com <lkiffin@sbtribes.com>; Gary Billman <gbillman@IDL.idaho.gov>; Idaho Department of Lands <IDL_jurisdictional@idl.idaho.gov>; Pat Brown <pbrown@idl.idaho.gov>; Katy Bergholm <Katy.Bergholm@deq.idaho.gov>; Pat Brown <pbrown@idl.idaho.gov>; Carolyn Weiler <Carolyn.Weiler@deq.idaho.gov>; Allan Johnson <allan.johnson@deq.idaho.gov>; Becky Johnson <becky.johnson@idfg.idaho.gov>; James Cafalo <james.cefalo@idwr.idaho.gov>; Letson, Leon <LLetson@idahopower.com>; Gary Peck <gpeck@idahopower.com>; Flo Ghighina <Flo.Ghighina@itd.idaho.gov>; Corey Krantz <Corey.Krantz@itd.idaho.gov>; James Murphy <james.murphy@intgas.com>; Phillip Colborn <phillip.colborn@intgas.com>; Cali Johnson <portneufswcd@gmail.com>; Ryan Cook <ryan.cook@rockymountainpower.net>; Russell Christ <Russell.Christ@sparklight.biz>; Kim Obele <kim.obele@usda.gov>; James Joyner <james.m.joyner@usace.army.mil>; Nate Matlack <nate.matlack@usda.gov>; Michael Rieske <michael.rieske@williams.com>; Brenda Marshall <brenda.marshall@williams.com>; Johnny Kertner <johnny.ketner@tax.idaho.gov>; Devin Hillam <devin@bannockplanning.org>; inkomcityoffices@gmail.com <inkomcityoffices@gmail.com>; Mayor Shaffer <maxdshaffer@hotmail.com>; Inkom Land Use Board <inkomladams@cableone.net>; Gary Tucker <gtucker@mvsd21.org>

Subject: [EXTERNAL] Proposed Nelson Meadows-1st Addition Subdivision

Agency Reviewer,

Please see the attached PDF regarding the proposed Nelson Meadows – 1st Addition

Subdivision located at 2596 Murdock Dr., Inkom, ID 83245. This subdivision proposes 3 residential lots and 1 open space lot on 22.03 acres. The lots are proposed to be served by individual wells and septic systems.

Please review and provide any comments by Friday, February 6, 2026. Any questions can be directed to stewart@dioptrallc.com or 208-237-7373.



Stewart Ward, PLS

Office: 208-237-7373

4880 Clover Dell | Chubbuck, ID 83202

www.dioptrallc.com

Land Surveying | 3D Scanning | Land Planning | Aerial Mapping

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Out of Office – February 1-4, 2026 and February 15-18, 2026

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February 11, 2026

Stewart Ward, PLS
Dioptra LLC
4880 Clover Dell
Chubbuck, ID 83202
stewart@dioptrallc.com

Subject: Subdivision Concept Plan – 4-Lot Nelson Meadows – 1st Addition

Dear Mr. Ward:

The Idaho Department of Environmental Quality (DEQ) has reviewed the subject document and would like to offer our general recommendations for land development projects (attached).

If you have questions or comments, please contact me at (208) 236-6160 or via email at Allan.Johnson@deq.idaho.gov.

Sincerely,

A handwritten signature in blue ink, appearing to be "Allan Johnson".

Regional Engineering Manager
DEQ Pocatello Regional Office

EDMS# 2026AGD713

Attachments: DEQ General Recommendations for Land Development Projects.

c: Katy Bergholm, Regional Administrator, DEQ Pocatello Regional Office
Hal Jensen, halj@bannockcounty.us, Planning Director, Bannock County Planning and Development

General Recommendations

The following comments are generally applicable to land development projects or other land use activities with the potential to cause impacts to ground water, air quality or surface water. DEQ provides this guidance in lieu of more site-specific comments when information regarding the land use proposal is limited.

Engineering

DEQ recommends consolidation of drinking water and/or wastewater services wherever feasible especially in areas where ground water used for public drinking water supplies is potentially impacted. DEQ considers the following alternatives generally more protective of ground water resources than using individual well and septic systems for each lot, and we recommend that the county require the developer to investigate the following options:

- Provide either a centralized, community drinking water or centralized community wastewater system or both, or
- Connect each lot to an existing community drinking water system or to an existing community wastewater system or both.

In accordance with Idaho Code 39-118, construction plans & specifications prepared by a professional engineer are required for DEQ review and approval prior to construction if the proposed development is to be served by either a community drinking water or sewer system. DEQ requires that a water system serving 10 or more connections is constructed and operated in compliance with IDAPA 58.01.08, "Idaho Rules for Public Drinking Water Systems."

Air Quality

New emission sources are generally required to follow applicable regulations for permitting or exempting new sources. These are outlined in the Rules for the control of Air Pollution in Idaho.

Of particular concern is IDAPA 58.01.01.200-228 which establishes uniform procedures and requirements for the issuance of "Permits to Construct".

Sections 58.01.01.220-223 specifically may be used by owners or operators to exempt certain sources from the requirements to obtain a permit to construct.

Land development projects are generally required to follow applicable regulations outlined in the Rules for the control of Air Pollution in Idaho. Of particular concern is IDAPA 58.01.01.650 and 651 Rules for Control of Fugitive Dust.

Section 650 states, "The purpose of sections 650 through 651 is to require that all reasonable precautions be taken to prevent the generation of fugitive dust."

Section 651 states "All reasonable precautions shall be taken to prevent particulate matter from becoming airborne. In determining what is reasonable, consideration will be given to factors such as the proximity of dust emitting operations to human habitations and/or activities and atmospheric conditions which might affect the movement of particulate matter. Some of the reasonable precautions may include, but are not limited to, the following:

01. Use of Water or Chemicals. Use, where practical, of water or chemicals for control of dust in the demolition of existing building or structures, construction operations, the grading of roads, or the clearing of land.

02. Application of Dust Suppressants. Application, where practical of asphalt, oil, water, or suitable chemicals to, or covering of dirt roads, materials stockpiles, and other surfaces which can create dust.
03. Use of Control Equipment. Installation and use, where practical, of hoods, fans and fabric filters or equivalent systems to enclose and vent the handling of dusty materials. Adequate containment methods should be employed during sandblasting or other operations.
04. Covering of Trucks. Covering, when practical, open bodied trucks transporting materials likely to give rise to airborne dusts.
05. Paving. Paving of roadways and their maintenance in a clean condition, where practical.
06. Removal of Materials. Prompt removal of earth or other stored materials from streets, where practical.”

Surface Water Quality

Land disturbance activities associated with development (i.e. - road building, stream crossings, land clearing) have the potential to impact water quality and riparian habitat.

If this project will ultimately disturb one or more acres and there is a possibility of discharging stormwater or site dewatering water to Surface Waters of the United States, the operator may need to submit a Notice of Intent (NOI) for coverage under the Idaho Pollutant Discharge Elimination System (IPDES) 2022 Construction General Permit (CGP). NOIs can be submitted via the IPDES E-Permitting System (<https://www2.deq.idaho.gov/water/IPDES/>). The 2022 IPDES CGP requires a Storm Water Pollution Prevention Plan (SWPPP), implementation of Best Management Practices (BMPs) to reduce the sediment and other pollutants discharged and requires regular site inspections by persons trained and knowledgeable about erosion, sediment control, and pollution prevention.

Site contractors should remove equipment and machinery from the vicinity of the waterway to an upland location prior to any refueling, repair, or maintenance. After construction is completed, disturbed riparian areas should be re-vegetated.

Waste Management - Hazardous Material - Petroleum Storage

With the increasing population in southeast Idaho, to ensure sufficient solid waste capacity and service availability. It is recommended that subdivision developers be instructed to contact the appropriate solid waste collection provider and landfill for solid waste disposal coordination.

Accidental surface spills of hazardous material products and petroleum hydrocarbon products (i.e., fuel, oil, and other chemicals) are most associated with the transportation and delivery to work sites or facilities. The following Idaho, storage, release, reporting and corrective action regulations may be applicable:

- Hazardous and Deleterious Material Storage IDAPA 58.01.02.800
- Hazardous Material Spills, IDAPA 58.01.02.850
- Rules and Standards for Hazardous Waste IDAPA 58.01.05
- Petroleum Release Reporting, Investigation and Confirmation IDAPA 58.01.02 .851
- Petroleum Release Response and Corrective Action IDAPA 58.01.02.852

Please note, The Idaho Release, Reporting and Corrective Action Regulations, IDAPA 58.01.02.851; require notification within 24 hours of any spill of petroleum product greater than 25 gallons and notification for the

release of lesser amounts if they cannot be cleaned up within twenty-four (24) hours. The cleanup requirements for petroleum are also contained in these regulations.

For reporting requirements of hazardous substances please see Idaho Statute Title 39 Chapter 7, Hazardous Substance Emergency Response Act including section 39-7108 Notification of Release is Required.

EXHIBIT 3
Agency Comments



May 8, 2026

Mr. Hal Jensen, Planning Director
Bannock County Office of Planning & Development Services
5500 S. 5th Ave
Pocatello, ID 83204
development@bannockcounty.gov

Subject: Subdivision Concept Plan – 3-Lot Nelson Meadows First Addition – Ward

Dear Mr. Jensen:

The Idaho Department of Environmental Quality (DEQ) has reviewed the subject document and would like to offer the following comments.

The information provided to DEQ indicates that the lots will use individual wells and septic systems for drinking water and wastewater disposal.

The distance from the proposed development to the nearest sewer line is unclear, however, it appears that the subdivision is within 2,000 feet of Inkom city limits, which indicates that this development may be within 2,000 feet of a sewer line. The current DEQ and Health District policies regarding the reasonable accessibility of sewer services is to deny septic permits for lots within multiple lot developments when the development is within 2,000 feet of a sewer line and the owner of the sewer line agrees to provide service.

The distance from the nearest sewer line to this development must be determined. If a sewer line exists within 2,000 feet from the development, a determination from the City of Inkom regarding providing sewer service for the project, commonly referred to as a “will-serve” letter, must be provided to Southeast Idaho Public Health to determine if septic permits can be issued for lots within the development.

Our general recommendations for land development projects are also attached.

If you have questions or comments, please contact me at (208) 236-6160 or via email at Allan.Johnson@deq.idaho.gov.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Allan Johnson', is positioned below the word 'Sincerely,'.

Allan Johnson, P.E.
Regional Engineering Manager
DEQ Pocatello Regional Office

EDMS# 2026AGD2597

Attachments: DEQ General Recommendations for Land Development Projects.

C: Katy Bergholm, Regional Administrator, DEQ Pocatello Regional Office
Ken Keller, Environmental Health Director, Southeast Idaho Public Health
Kathleen Price, Onsite Coordinator, Southeast Idaho Public Health

General Recommendations

The following comments are generally applicable to land development projects or other land use activities with the potential to cause impacts to ground water, air quality or surface water. DEQ provides this guidance in lieu of more site-specific comments when information regarding the land use proposal is limited.

Engineering

DEQ recommends consolidation of drinking water and/or wastewater services wherever feasible especially in areas where ground water used for public drinking water supplies is potentially impacted. DEQ considers the following alternatives generally more protective of ground water resources than using individual well and septic systems for each lot, and we recommend that the county require the developer to investigate the following options:

- Provide either a centralized, community drinking water or centralized community wastewater system or both, or
- Connect each lot to an existing community drinking water system or to an existing community wastewater system or both.

In accordance with Idaho Code 39-118, construction plans & specifications prepared by a professional engineer are required for DEQ review and approval prior to construction if the proposed development is to be served by either a community drinking water or sewer system. DEQ requires that a water system serving 10 or more connections is constructed and operated in compliance with IDAPA 58.01.08, "Idaho Rules for Public Drinking Water Systems."

Air Quality

New emission sources are generally required to follow applicable regulations for permitting or exempting new sources. These are outlined in the Rules for the control of Air Pollution in Idaho.

Of particular concern is IDAPA 58.01.01.200-228 which establishes uniform procedures and requirements for the issuance of "Permits to Construct".

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Waste Management - Hazardous Material - Petroleum Storage

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Please note, The Idaho Release, Reporting and Corrective Action Regulations, IDAPA 58.01.02.851; require notification within 24 hours of any spill of petroleum product greater than 25 gallons and notification for the release of lesser amounts if they cannot be cleaned up within twenty-four (24) hours. The cleanup requirements for petroleum are also contained in these regulations.

For reporting requirements of hazardous substances please see Idaho Statute Title 39 Chapter 7, Hazardous Substance Emergency Response Act including section 39-7108 Notification of Release is Required.

FINDINGS

**BANNOCK COUNTY PLANNING & DEVELOPMENT COUNCIL
FINDINGS AND ORDER**

**CONCEPT PLAN – NELSON MEADOWS 1ST ADDITION
PUBLIC HEARING: MAY 20, 2026**

FILE #: SCP-26-2
LOCATION: RPR4015018505, currently addressed as 44 E. Jackson Creek Road, Inkom, ID 83245,
RPRRNMS000200, currently addressed as 2596 Murdock Drive, Inkom, ID 83245,
RPRRNMS000300, and RPRRNMS000400, currently unaddressed.

| APPLICANT: | OWNER: | | |
|-----------------------|----------------------------|--------------------------|------------------|
| Dioptra | Domini and Nichole Ferrari | Joshua and Brandi Nelson | SCN Living Trust |
| Stewart Ward | 44 Jackson Creek Road | 2596 Murdock Drive | 2630 N. Inkom Rd |
| 4880 Clover Dell Road | Inkom, ID 83245 | Inkom, ID 83245 | Inkom, ID 83245 |
| Pocatello, ID 83202 | | | |

REQUEST & BACKGROUND: Stewart Ward proposes to subdivide approximately 22.02 acres of land into three (3) buildable lots and one (1) open space lot. The buildable lots would range from 2.74 to 3.82 acres in size. Individual wells and septic systems have been proposed. This subdivision is located ~ 0.24 miles from the City of Inkom boundary.

FINDINGS:

JUSTIFICATION FOR THE DECISION/CRITERIA, STANDARDS AND FACTS RELIED UPON

SITE CHARACTERISTICS AND ZONING:

ZONE: Residential Rural (RR)

PROPERTY SIZE: ~ 22.02 acres

VIEWS: The property is visible from east, south, and west.

IMPACT AREA: None

FLOOD ZONE: A

TERRAIN: Slopes, natural drainage

EXISTING STRUCTURES: Dwellings with accessory structures on two proposed lots.

NOTICE AND TESTIMONY REQUIREMENTS:

Notice of the public hearing was completed according to statutory requirements. Public comment was taken according to statutory requirements.

REQUIRED FINDINGS FOR CONCEPT PLAN – REVIEW CRITERIA, §302.E

- 1. The proposed tentative plan **[is] [is not]** in conformance with the Bannock County Comprehensive Plan; **[is] [is not]** in conformance with applicable provisions of this Ordinance, other County Ordinances, and Idaho Code.

- 2. The proposed roads and bridges **[are] [are not]** designed and constructed according to Section 402 of the Subdivision Ordinance. A design deviation **[was] [was not]** requested and **[was] [was not]** granted to equal or exceed these standards for its purpose.

REQUIRED FINDINGS FOR DESIGN DEVIATION/VARIANCE:

- i. That literal interpretation and enforcement of the regulation **[would] [would not]** result in practical difficulty or unnecessary physical hardship inconsistent with the objectives of these standards.

- ii. That there **[are] [are not]** extraordinary site characteristics applicable to the property involved or to the intended use of the property, which does not generally apply to other properties.

- iii. That literal interpretation and enforcement of the regulation **[would] [would not]** deprive the applicant of privileges enjoyed by the owners of other properties.

- iv. That the granting of the variance **[will] [will not]** constitute a grant of special privilege inconsistent with the limitations on other properties.

v. That the granting of the variance **[will]** **[will not]** be detrimental to the public health, safety, or welfare or be materially injurious to properties or improvements in the vicinity.

3. The proposed partitioning of land **[does]** **[does not]** prohibit the extension of dedicated streets or roads.

4. The proposed partitioning **[will]** **[will not]** conflict with legally established easements or access within or adjacent to the proposed land partition.

5. The blocks of lots **[are]** **[are not]** located and laid out to properly relate to adjoining or nearby lot or parcel lines, utilities, streets, or other existing or planned facilities.

6. The proposed property **[is]** **[is not]** physically suitable for the type and proposed density of development and **[does]** **[does not]** conform to existing zone standards.

(If adding approval conditions) with the following conditions of approval,

ORDER: CONCLUSION AND DECISION

The Planning and Development Council, pursuant to the aforementioned, finds that the request for Nelson Meadows 1st Addition Concept Plan, as described in the application, shall be **[approved]** **[denied]** **[tabled]**.

Motion by _____, seconded by _____ to adopt the foregoing Findings and Order.

ROLL CALL:

| | |
|-------------------------|--|
| Councilperson Dimick | Voted [Yes] [No] [Absent/Recused] |
| Councilperson Madsen | Voted [Yes] [No] [Absent/Recused] |
| Councilperson Selleneit | Voted [Yes] [No] [Absent/Recused] |
| Councilperson Ulrich | Voted [Yes] [No] [Absent/Recused] |
| Councilperson Ward | Voted [Yes] [No] [Absent/Recused] |

Motion carried by a _____ to _____ vote.

Dated this _____ day of _____, 2026.

Signed by (Chairperson) (Vice Chair)

ACKNOWLEDGEMENT CERTIFICATE

State of Idaho)
S.S.
County of Bannock)

On this _____ day of _____, in the year of 2026, before me _____, a notary public, personally appeared _____, personally known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that (she) (he) executed the same.

S
E
A
L

Notary Public
My Commission Expires on _____ 20____

MOTION

EXAMPLE MOTION

APPROVAL (WITH CONDITIONS):

Having reviewed the application, staff report, and all testimony presented tonight as part of the record, and based on the criteria for a Subdivision Concept Plan, and having found that those criteria for approval are satisfied, I move to approve the Concept Plan for Nelson Meadows 1st Addition, as described in the application and staff report, with the following conditions:

1.
2.

APPROVAL (NO CONDITIONS):

Having reviewed the application, staff report, and all testimony presented tonight as part of the record, and based on the criteria for a Subdivision Concept Plan, and having found that those criteria for approval are satisfied, I move to approve the Concept Plan for Nelson Meadows 1st Addition, as described in the application and staff report.

DENIAL:

Having reviewed the application, staff report, and all testimony presented tonight as part of the record, and based on the criteria for a Subdivision Concept Plan, and having found that those criteria for approval are not satisfied, I move to deny the Concept Plan for Nelson Meadows 1st Addition, as described in the application and staff report.

I find that the petition fails to comply with... (cite specific standards which are not met and why).

BUSINESS ITEMS

AGENDA ITEM NO. 5
Subdivision Preliminary Plat:
Westfield Estates Division 7 –
David Assan



PLANNING AND DEVELOPMENT SERVICES

5500 S 5th Ave | Pocatello, Idaho 83204 | 208.236.7230 | www.bannockcounty.gov

PRELIMINARY PLAT– WESTFIELD ESTATES DIVISION 7 MEETING DATE: MAY 20, 2026 STAFF REPORT

FILE #: SPP-26-3

LOCATION: RPR3853006606, currently unaddressed.

APPLICANT:

Sunrise Engineering
David Assan
600 E. Oak Street
Pocatello, ID 83201

OWNER:

Rio Vista Land LLC
158 S. Main Street
Pocatello, ID 83204

RECOMMENDATION: Staff recommends approval with the following conditions:

1. CC&R's shall reflect Westfield Estates Division 7 name.
2. Roadside drainage swales to be built by the developer during final plat.
3. Development Agreement instrument number to be referenced on final plat.
4. County variance instrument number 22127540 to be referenced on final plat.
5. 60' strip on the west side of the subdivision to be labeled as right-of-way on all subsequent plats.
6. Irrigation line, within right-of-way of Rio Vista Road and Brighton Lane, shall have a 10' easement created. Said irrigation lines are to be dedicated and maintained by the HOA. No utilities other than the city water and city sewer shall be installed within the right-of-way. Plat shall state, "County or city shall not be responsible for irrigation lines or damage to right-of-way due to irrigation lines and shall be the HOA's responsibility."
7. Note 7 shall state "Public Utility easements along Brighton Lane is 21' wide and is for public utilities, drainage swales, and roadway slopes unless otherwise noted. "
8. Plat shall state "A landscaping easement exists within the public utility easement described in note 7, covering the area between the road surface and the adjacent sidewalk similar to that of Westfield States Division 5. This area will be maintained by the Homeowner's Association per the recorded declaration of covenants, conditions and restrictions identified on sheet 2 of 2 of this plat."
9. Plat shall state "Temporary turn around easement, instrument number 22216397, has been vacated."

Council may wish to add additional conditions as needed.

STAFF REPORT
PRELIMINARY PLAT – Westfield Estates Division 7
Page 1 of 8

REQUEST & BACKGROUND: David Assan proposes to subdivide approximately 6.78 acres of land into 12 lots. The development proposes City of Chubbuck water and sewer. The buildable lots would range between 0.42 acres and 0.60 acres in size. This subdivision is located ~0.53 miles from the City of Chubbuck boundary.

PRELIMINARY PLAT PROPOSAL SUMMARY:

TOTAL AREA: 6.78 +/- acres

BUILDING LOTS: 12 residential

DWELING UNIT DENTISY: 1 dwelling unit per 0.565 acres

BUILDING LOT SIZE: Approximately 0.42 acres to 0.60 acres

WATER & SEWER: City of Chubbuck

STORMWATER SYSTEM: Roadside swales.

UTILITIES: Gas, power, cable TV, etc. to be provided. Pressurized irrigation will also be provided by the HOA.

FIRE PROTECTION: North Bannock fire district; Fire hydrants will be placed every 500 feet.

ROADS/ACCESS: Devonshire Drive, a county-maintained road and Brighton Lane, a private road.

SITE CHARACTERISTICS AND ZONING:

ZONE: Residential Suburban (RS)

PROPERTY SIZE: ~6.78 acres

VIEWS: The property is visible from all directions.

IMPACT AREA: City of Chubbuck

FLOOD ZONE: X, minimal

TERRAIN: Relatively flat

EXISTING STRUCTURES: None

SURROUNDING LAND USES AND ZONING:

NORTH: Residential and bare ground; Residential Suburban

EAST: Residential; Residential Suburban

SOUTH: Residential; Residential Suburban

WEST: Residential and bare ground; Residential Suburban

APPLICABLE LAWS AND PLANS:

1. Idaho Code §67-65, LOCAL LAND USE PLANNING ACT – SUBDIVISION ORDINANCE
2. 2040 Bannock County Comprehensive Plan
3. Bannock County Zoning Ordinance, 1998-1
 - a. §330 RESIDENTIAL SUBURBAN DISTRICT
4. Bannock County Subdivision Ordinance, 1997-4, specifically:
 - a. §303 PRELIMINARY PLAT REVIEW

b. §400 DESIGN STANDARDS

REVIEW §303.B.

The Council will review the Preliminary Plat as a business item, considering the plat for:

1. **Conformance to concept approval. Preliminary Plats which:**
 - a. **Alter water sources or delivery systems, or other utilities including sewage treatment, as approved in concept;**
 - b. **Increases the total number of lots by 10 percent or more, or**
 - c. **Change access points to existing collector or arterial roads or streets by a distance greater than 50’ and not recommended by Staff or Council during concept approval, shall require a new concept review and a new review fee as established by the Board.**

Staff Findings

There was no change in delivery systems or utilities, and the number of lots have not increased from concept approval.

2. **Utility easements and facilities**

Staff Findings

Public utility easements are shown on the preliminary plat submittal as 21 feet, outside of the Brighton Lane right-of-way. A 10 foot public utility easement is show outside of the Rio Vista Road right-of-way.

There is a temporary easement platted in Westfield Estates Division 4, instrument number 22216397. The vehicle turnaround will be vacated once this plat is recorded. The public utility easement will not be vacated.

Common-owned facilities have been addressed in the CC&Rs article 5.

3. **Open space if required in concept approval: amount of land, location, use, ownership and management plan.**

| Bannock County Zoning Ordinance | | | | |
|---------------------------------|----|-----|------------------------------|--|
| Compliant | | | Standards and Staff Comments | |
| Yes | No | N/A | Ordinance Section | Staff Comments |
| | | x | §336 | Parcel is located outside the important wildlife habitat and below 5000 feet elevation. Subdivision has been designed as a Conventional Subdivision. |

4. **Homeowners’ Association Codes, Covenants and Restrictions which carry out conditions imposed by the Council or the goals of the Ordinance and Comprehensive Plan. After approval by Council, County Legal staff will also review prior to recording of plat and codes.**

| Conditions Imposed by Council | | | | |
|-------------------------------|----|-----|------------------------------|--|
| Compliant | | | Standards and Staff Comments | |
| Yes | No | N/A | Ordinance Section | Staff Comments |
| x | | | | Concept condition #9 is addressed in section 5.2 of the cc&r's. CC&Rs reflect the name, Westfield Estates Division 1. Council may consider requiring the CC&Rs to reflect the subdivision name Westfield Estates Division 6. |

| Bannock County Subdivision Ordinance | | | | |
|--------------------------------------|----|-----|------------------------------|---|
| Compliant | | | Standards and Staff Comments | |
| Yes | No | N/A | Ordinance Section | Staff Comments |
| | | x | §303.B.3 | No open space has been proposed. |
| x | | | §303.B.7 | CC&R's state the common area shall be maintained by the HOA in section 5.2, 6.1, and 14.3, of the CC&R's. |

5. Street names. A street name must not duplicate an existing street name in the County or its cities; it must not be derogatory to any person or group.

Staff Findings

Road names within this development have been reviewed for replication and none were found. Brighton Lane is an extension of existing road created within Westfield Estates Division 4. Council should consider requiring the road name be changed to Brighton Lane.

6. Water Users Association organization and function.

Staff Findings

This development proposes connecting to City of Chubbuck municipal water and no Water Users Association has been proposed.

7. A Maintenance and Operation Plan for all commonly-owned improvements.

| Bannock County Subdivision Ordinance | | | | |
|--------------------------------------|----|-----|------------------------------|--|
| Compliant | | | Standards and Staff Comments | |
| Yes | No | N/A | Ordinance Section | Staff Comments |
| | | x | §303.B.3 | No open space has been proposed. |
| x | | | §303.B.7 | CC&R's state the landscaping easement shall be maintained by the HOA in section 5.2, 6.1, and 14.3, of the CC&R's. |

CRITERIA OF APPROVAL §303.C.

The Preliminary Plat may be approved only if the reviewing authority finds that it satisfies the following criteria:

1. **The Preliminary Plat is in conformance with the Bannock County Planning and Development Council’s approved Concept Plan, all applicable provisions of this Ordinance, other County Codes and Ordinances, and Idaho Code.**
 - a. **Conformance with the Council’s approved concept plan**
Council should review if all conditions have been met.
 - b. **Compliance with the Bannock County Subdivision Ordinance, other County Codes and Ordinances, and Idaho Code.**

| Bannock County Zoning Ordinance | | | | |
|--|-----------|------------|-------------------------------------|--|
| Compliant | | | Standards and Staff Comments | |
| Yes | No | N/A | Ordinance Section | Staff Comments |
| x | | | §336.B | The proposed density of this subdivision will be 1 dwelling unit per 0.565 acres. Development has proposed connectivity to city sewer and water. |
| | | x | §337 | Developable lots have been created to meet setback requirements per variance, instrument number 22127540. |

| Bannock County Subdivision Ordinance | | | | |
|---|-----------|------------|-------------------------------------|--|
| Compliant | | | Standards and Staff Comments | |
| Yes | No | N/A | Ordinance Section | Staff Comments |
| | | x | §404.B. | There are no water problems or steep slopes within this parcel. |
| x | | | §404.G | All lots front the interior subdivision road. Access is restricted from Rio Vista Road, per note 10. |
| | | x | §409 | There are not natural resources within the parcel. |
| x | | | §410 | Drainage plan provided indicates the calculations of stormwater retention on each lot within the swells. |

| Idaho Code | | | | |
|------------|----|-----|------------------------------|---|
| Compliant | | | Standards and Staff Comments | |
| Yes | No | N/A | Code Section | Staff Comments |
| x | | | §50-13 | Developer will need to research Idaho Code to ensure all provisions have been met. |
| x | | | §50-1307 | Westfield Estates Division 7 has been reviewed with no duplication found. This phase is being platted by the same parties as previous phases. |

2. The street plan for the proposed subdivision will permit its development in accordance with this code.

The subdivision has proposed to connect to city sewer, water, and propose roads to be construction to city standards. Per Highway Standards and Roadway Development Procedures for Bannock County section 2100, Road and Bridge may apply the standards and specifications of the city at Road and Bridge’s discretion.

3. The street plan for the proposed subdivision will permit the development of adjoining land by providing access to that land by right of way dedicated to the County, or a developed street to the property boundary.

Proposed roads are extensions of existing roads, creating connectivity within existing phases.

4. Lot lines and roads relate to land shapes and existing development.

Westfield Estates Phase 1-6 have similar lot sizes and shapes. Proposed roads are extensions of existing roads, creating connectivity within existing phases.

REPORT BY:

Alisse Foster, Subdivision Planner
alissef@bannockcounty.gov

REPORT DATE: May 13, 2026

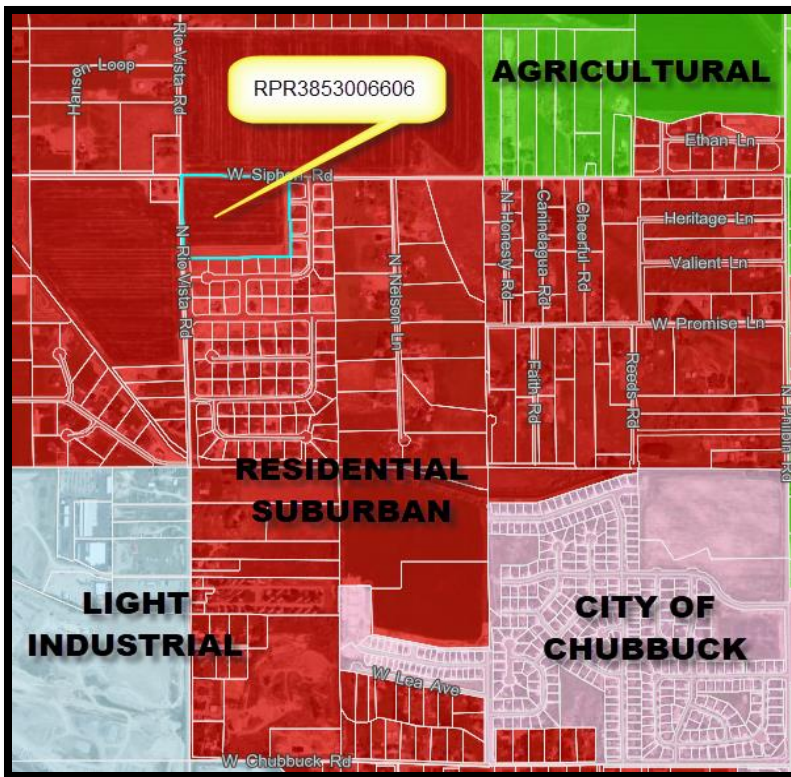
**Staff comments in this report are based upon evidence available at the time of the report. Additional information may be brought to light at or before the hearing.*

EXHIBITS:

1. Referenced Maps
2. Application & Plat
3. Concept Findings
4. Proposed CC&Rs
5. Drainage Plan
6. Approved Variance
7. Agency Comments (if any)
8. Referenced Ordinances – On file



SITE MAP



ZONING MAP



EXPLORER CONTOUR MAP

EXHIBIT 1
Application & Site Plan



Record No: SPP-26-3

Subdivision Preliminary Plat Application

Status: Active

Submitted On: 4/2/2026

Primary Location

42.933593, -112.514102

Owner

No owner information

Applicant

David Assan

Owner/Developer Information

Are the Owner and Developer the same?

Owner Name*

Rio Vista Land LLC

Street Address*

City*

State*

Zip Code*

Phone Number*

Email*

Site Information

Proposed Subdivision Name*

Westfield Estates Division 7

Parcel Number(s) *

RPR3853006606

Proposed Number of Lots*

12

Concept Plan Approval Date*

03/18/2026

Quarter*

NWNW

Section*

5

Township*

6S

Range*

43E

Total acreage of parcel(s)?*

6.78

Zoning of parcel(s)?*

Residential Suburban District

Drainage and natural features of the site (topography, slope, creeks, streams, etc.) *

None

Existing deed restrictions, easements, and rights-of ways*

None

Does the proposed subdivision have any existing well, septic, or structures? * ?

None

Engineer/Planner/Surveyor Information

Engineer/Planner/Surveyor Name*

Matt Baker

Phone Number*



Email *



Preliminary Plat Criteria for Approval

1. The Preliminary Plat is in conformance with the Bannock County P&D Council's approved Concept Plan, all applicable provisions of this Ordinance, other County Codes and Ordinances, and Idaho Code. *

Yes

2. The street plan for the proposed subdivision will permit its development in accordance with this code.*

Yes

3. Street plan for proposed subdivision will permit development of adjoining land by providing access to that land by right-of-way dedicated to the County, or a developed street to property boundary.*

Yes

4. Lot lines and roads relate to land shapes and existing development.*

Yes

Acknowledgement

I hereby acknowledge that I have read this application and state that the information on this application is correct to the best of my knowledge.

*



Electronic Signature [Typed Name of Applicant]*

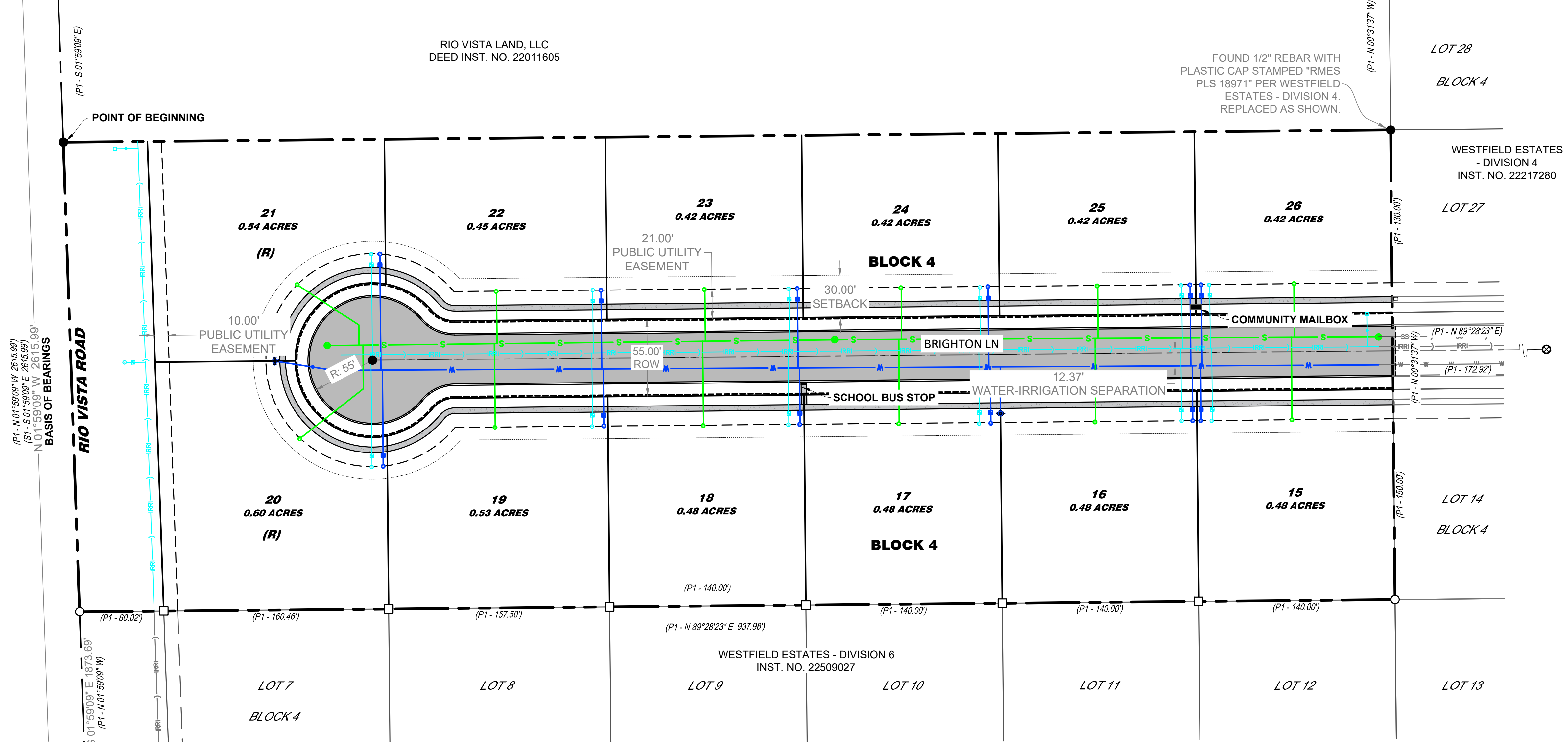
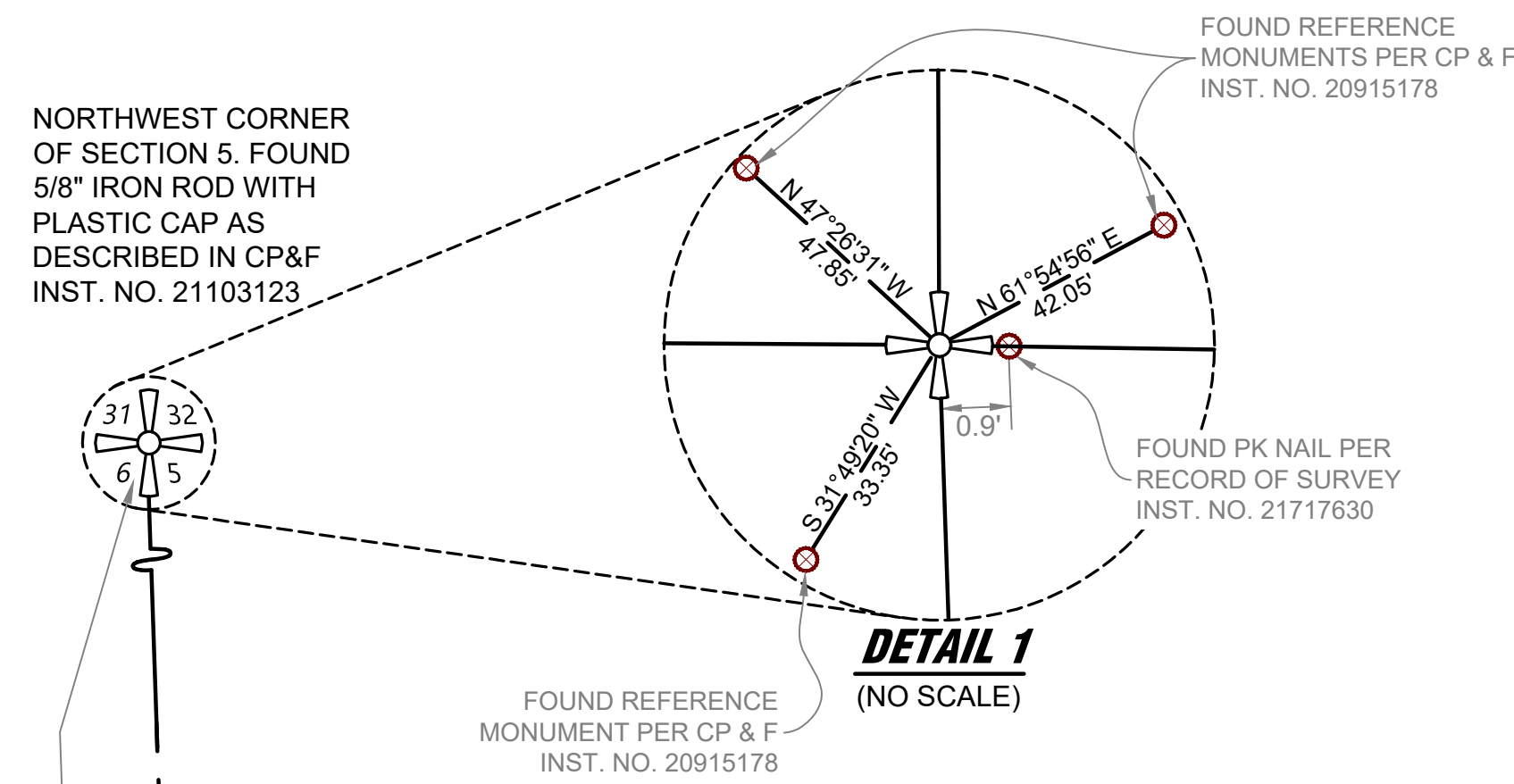
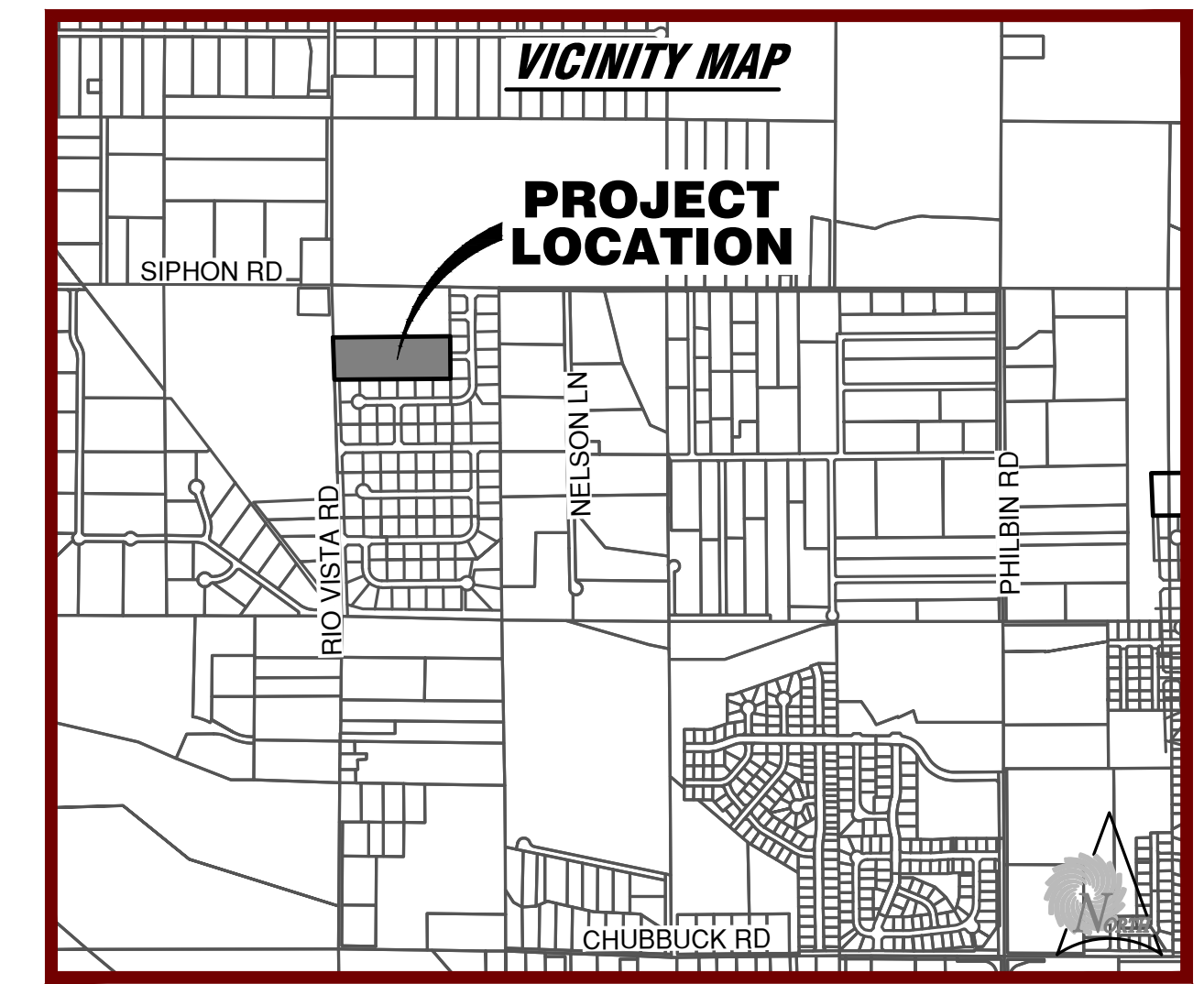
David Assan

Date of Signature*

04/02/2026

PRELIMINARY PLAT FOR: WESTFIELD ESTATES - DIVISION 7

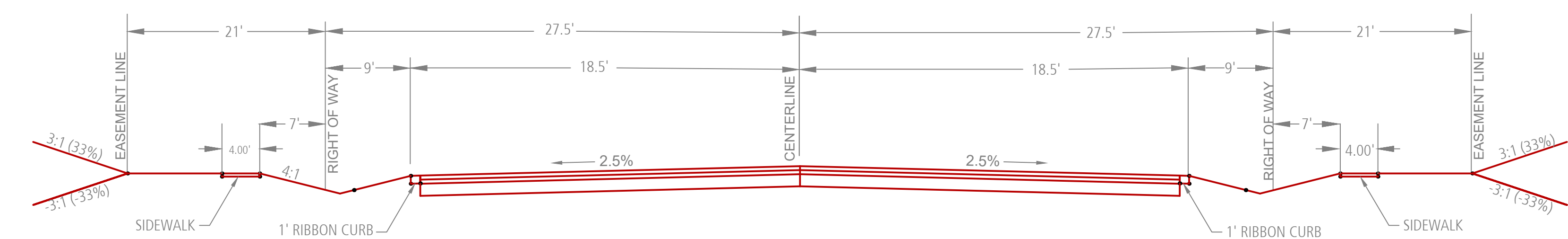
LOCATED IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 6 SOUTH, RANGE 34 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO



LEGEND

| | |
|--|--|
| | PROPOSED BOUNDARY LINE |
| | PROPOSED PROPERTY LINE |
| | PROPOSED EASEMENT LINE |
| | PROPOSED CENTER LINE |
| | SECTION LINE |
| | EXISTING COUNTOUR LINES |
| | PROPOSED WATER LINE |
| | PROPOSED IRRIGATION LINE |
| | PROPOSED SEWER LINE |
| | PROPOSED STORM LINE |
| | PROPOSED UNDERGROUND / OVERHEAD POWER LINE |
| | PROPOSED GAS LINE |
| | PROPOSED TELEPHONE / FIBER LINE |
| | PROPOSED CABLE TV LINE |
| | PROPOSED SIDEWALK |
| | PROPOSED STANDARD CURB / RIBBON CURB |
| | PROPOSED FIRE HYDRANT / WATER VALVE |
| | PROPOSED WATER METER / WATER SERVICE |
| | PROPOSED IRRIGATION BOX / IRRIGATION SERVICE |
| | PROPOSED SEWER MANHOLE |
| | PROPOSED SEWER SERVICE |
| | PROPOSED STORM MANHOLE / STORM CATCH BASIN |
| | PROPOSED POWER POLE / POWER BOX |
| | PROPOSED GAS METER |
| | PROPOSED TELEPHONE BOX / FIBER OPTIC BOX |
| | PROPOSED CABLE TV BOX / STREET LIGHT |

- ### NOTES
- CURRENT ZONE: RESIDENTIAL SUBURBAN
 - FUTURE DESIGNATION: MIXED USE
 - TOTAL AREA OF SUBDIVISION: 6.78 ACRES
 - LOT SIZE DATA
PROPOSED MIN: 0.42 ACRES
AVERAGE LOT SIZE: 0.45 ACRES
 - SUBDIVISION STATS
12 LOTS
 - ALL STREETS TO BE DEDICATED TO THE PUBLIC FOR USE.
 - PUBLIC UTILITY EASEMENTS ALONG BRIGHTON LANE ARE 21.00' WIDE.
 - SEWER AND WATER TO BE CONNECTED TO THE CITY OF CHUBBUCK COLLECTION AND DISTRIBUTION SYSTEMS RESPECTIVELY.
 - ALL STORM WATER FOR BRIGHTON LANE TO BE RETAINED IN ROAD SIDE SWELLS
 - LOTS 20 & 21 OF BLOCK 4 ARE RESTRICTED FROM ACCESS OFF OF RIO VISTA ROAD.
 - THE SUBDIVISION IS IN AN AREA OF CONCERN FOR ETHYLENE DIBROMIDE (EDB) GROUND WATER CONTAMINATION.
 - ALL SIDEWALKS WITHIN THE RIGHT-OF-WAY SHALL BE THE HOA'S RESPONSIBILITY WHILE LOCATED WITHIN THE COUNTY.
 - ALL EXISTING STRUCTURES SHALL MEET SETBACK REQUIREMENTS OF INSTRUMENT NUMBER 22127540. ALL LOTS SHALL FOLLOW SETBACK REQUIREMENTS OF CURRENT ZONE.



PRELIMINARY STORM WATER REQ.

BRIGHTON LANE ROW: 1,506 CU FT
 LOT 15 BLOCK 4: 871 CU FT
 LOT 16 BLOCK 4: 871 CU FT
 LOT 17 BLOCK 4: 871 CU FT
 LOT 18 BLOCK 4: 871 CU FT
 LOT 19 BLOCK 4: 961 CU FT
 LOT 20 BLOCK 4: 1,075 CU FT
 LOT 21 BLOCK 4: 970 CU FT
 LOT 22 BLOCK 4: 817 CU FT
 LOT 23 BLOCK 4: 774 CU FT
 LOT 24 BLOCK 4: 774 CU FT
 LOT 25 BLOCK 4: 774 CU FT
 LOT 26 BLOCK 4: 774 CU FT

INTELLECTUAL PROPERTY NOTICE

THE DESIGN, IDEAS, DRAWINGS CONTAINED WITHIN THIS SET OF ASSOCIATED DOCUMENTS ARE THE SOLE PROPERTY OF SE. THEY ARE SUBJECT TO COPYRIGHT OF SE. THEY ARE CREATED, EVOLVED AND DEVELOPED FOR USE ON THIS SPECIFIC PROJECT. ANY USE OF THESE DRAWINGS, DESIGNS, MATERIALS OR INFORMATION CONTAINED HEREIN, INCLUDING BUT NOT LIMITED TO COPYING OR REPRODUCTION, WHICH IS NOT EXPRESSLY AUTHORIZED BY SE, IS STRICTLY PROHIBITED AS AN INFRINGEMENT OF ITS COPYRIGHT AND WILL RESULT IN ENFORCEMENT UP TO THE FULLEST EXTENT OF THE LAW.



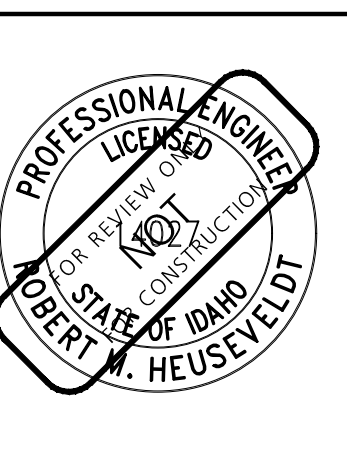
HALF SIZE SCALE (B)
1 INCH = 120 FEET

FULL SIZE SCALE (D)
1 INCH = 60 FEET

SHEET INFORMATION:

| | |
|----------------------------------|--------------------------|
| DRAWN BY: TJT | REVIEWER: RMH |
| CREATED: 12.30.2025 | LAST REVISED: 03.31.2026 |
| DEVELOPER INFORMATION: | |
| NAME: RIO VISTA LAND LLC | |
| CONTACT: TANNER STENQUIST | |
| INFO: tannerjstenquist@gmail.com | |

SHEET NAME: PRELIMINARY PLAT WESTFIELD ESTATES DIV. 7



SUNRISE ENGINEERING

600 EAST OAK STREET, POCA TELLO, ID 83201
 TELEPHONE 208.234.0110
 www.sunrise-eng.com

SHEET NUMBER
1 OF 1

EXHIBIT 2
SCP-26-1 Recorded Findings

**BANNOCK COUNTY PLANNING & DEVELOPMENT COUNCIL
FINDINGS AND ORDER**

**CONCEPT PLAN – WESTFIELD ESTATES DIVISION 7
PUBLIC HEARING: MARCH 18, 2026**

FILE #: SCP-26-1
LOCATION: RPR3853006606, currently unaddressed.

| | |
|---------------------|---------------------|
| APPLICANT: | OWNER: |
| Sunrise Engineering | Rio Vista Land LLC |
| David Assan | 158 S. Main Street |
| 600 E. Oak Street | Pocatello, ID 83204 |
| Pocatello, ID 83201 | |

REQUEST & BACKGROUND: David Assan proposes to subdivide approximately 6.78 acres of land into 12 lots. The development proposes City of Chubbuck water and sewer. The buildable lots would range between 0.42 and 0.60 acres in size. This subdivision is located ~ 0.53 miles from the City of Chubbuck boundary.

FINDINGS:

JUSTIFICATION FOR THE DECISION/CRITERIA, STANDARDS AND FACTS RELIED UPON

SITE CHARACTERISTICS AND ZONING:

ZONE: Residential Suburban
PROPERTY SIZE: ~ 6.78 acres
VIEWS: The property is visible from all directions.
IMPACT AREA: City of Chubbuck
FLOOD ZONE: X, minimal
TERRAIN: Relatively flat
EXISTING STRUCTURES: None.

NOTICE AND TESTIMONY REQUIREMENTS:

Notice of the public hearing was completed according to statutory requirements. Public comment was taken according to statutory requirements.

REQUIRED FINDINGS FOR CONCEPT PLAN – REVIEW CRITERIA, §302.E

**BANNOCK COUNTY PLANNING & DEVELOPMENT COUNCIL
FINDINGS AND ORDER: PERMIT SCP-26-1**

1. The proposed tentative plan **is** in conformance with the Bannock County Comprehensive Plan; is in conformance with applicable provisions of this Ordinance, other County Ordinances, and Idaho Code.
 - Goal 1.2: A balance of urban and rural amenities to attract families.
 - Goal 2.2: Development that fosters economic growth while maintaining the rural character of the county.
 - Strategy 2.2.4: Allow rural developments to offer a mix of lot sizes to support people with diverse incomes, uses, and needs.
 - Strategy 2.2.5: Continue to ensure that developments, rezones, and land uses align with the Future Land Use Map and its associated characteristics and descriptions as illustrated in Figure 7.
 - Goal 3.3: A rural atmosphere with a variety of housing and commercial development opportunities.
 - Strategy 3.3.1: Manage density requirements where growth opportunities exist while considering the desire for open space.
 - Goal 4.4: Protected natural resources.
 - Strategy 4.4.2: Continue responsible natural resource management.
 - Strategy 4.4.3: Support responsible use and management of surface and ground water.

Section 330 of the Zoning Ordinance states that Residential Suburban allows lots less than 5 acres when connecting to city sewer. Section 404.G states that all lots in subdivision of more than 4 lots shall access an interior road or street – this proposal will have lots accessing Brighton Lane. Section 402 requires adherence to road standards – this proposal will adhere to all road standards outlined in ordinance.

2. The proposed roads and bridges **are** designed and constructed according to Section 402 of the Subdivision Ordinance. A design deviation **was not** requested and **was not** granted to equal or exceed these standards for its purpose.
 - Applicant has requested a deviation from the standard 60' right-of-way to a 55' right-of-way. The road design is consistent with phases 1-4. When construction of a new roadway or modification to an existing roadway occurs within the area of city impact, the Road and Bridge Department may apply the standards and specifications of the City at the Road and Bridge Department's discretion. Section 402.C requires subdivisions with 25 or more lots to have ingress and egress. This proposal complies with this requirement.
3. The proposed partitioning of land **does not** prohibit the extension of dedicated streets or roads.
 - Proposed phase 7 connects Brighton Lane to Devonshire Drive which is a dedicated street. Devonshire Drive and Westfield Avenue connect to allow ingress and egress for the subdivision.
4. The proposed partitioning **will not** conflict with legally established easements or access within or adjacent to the proposed land partition.
 - Proposed phase 7 connects Brighton Lane to Devonshire Drive which is a dedicated street. It is an extension of platted utility easements.
5. The blocks of lots **are not** located and laid out to properly relate to adjoining or nearby lot or parcel lines, utilities, streets, or other existing or planned facilities.
 - The proposed building lots will connect with an existing subdivision, clustering the home sites. The design will allow connectivity of roadways and utility easements. The lot sizes are consistent with

existing phased subdivisions. Lots appear to be laid out in a manner that properly relate to the adjoining lots, parcel lines, utilities, streets, or other existing or planning facilities.

6. The proposed property is physically suitable for the type and proposed density of development and **does** conform to existing zone standards.
The land is currently used for agricultural and residential. The land is relatively flat and is adjacent to other residential uses. Connecting to city services permits the development density. This is an extension of other phases with the same type of development. Per Bannock County Zoning Ordinance §333, single-family dwellings, duplex, accessory uses which are customarily incidental to residential uses, livestock on one acre or more, and noncommercial recreational facilities are permitted uses in this district.

With the following conditions of approval,

1. Provide written comments regarding the road design from the City of Chubbuck with Preliminary Plat *submittal. In the absence of comment, provide evidence of attempt to contact them at least twice.*
2. Provide location of central mail boxes on the preliminary plat and final plat.
3. Provide location of school bus stop on the preliminary plat and final plat.
4. All subsequent plats shall state "Lot 20 and Lot 21, Block 4 are restricted from access off of Rio Vista Road."
5. Include the proposed stormwater detention/retention methods and measures, adequate for controlling post development stormwater runoff, on the preliminary plat.
6. All subsequent plats shall state "This subdivision is in area of concern for Ethylene Dibromide (EDB) groundwater contamination."
7. All sidewalks within the right-of-way shall be the HOA's responsibility while located within the county. CC&Rs shall state so.
8. 10' public utility easement to be extended within lots 20 and 21 along Rio Vista Road and clearly noted on all subsequent plats.
9. Plat will reference roadway dedication to the public.

ORDER: CONCLUSION AND DECISION

The Planning and Development Council, pursuant to the aforementioned, finds that the request for Westfield Estates Division 7 Concept Plan, as described in the application, shall be **approved**.

Motion by Edward Ulrich seconded by Molly Dimick to adopt the foregoing Findings and Order.

ROLL CALL:

| | |
|-------------------------|------------------|
| Councilperson Dimick | Voted Yes |
| Councilperson Madsen | Voted Yes |
| Councilperson Selleneit | Voted Yes |
| Councilperson Ulrich | Voted Yes |
| Councilperson Ward | Voted Yes |

Motion carried by a 5 to 0 vote.

Dated this 18th day of March, 2026.



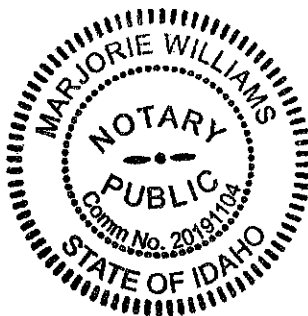
 Signed by Stewart Ward (Chairperson) (Vice Chair)


ACKNOWLEDGEMENT CERTIFICATE

State of Idaho)
S.S.
County of Bannock)

On this 18th day of March, in the year of 2026, before me Marjorie Williams a notary public, personally appeared Stewart Ward, personally known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that they executed the same.

S
E
A
L





 Notary Public
 My Commission Expires on 5/31 2031

EXHIBIT 3

Declaration of Protective Covenants, Conditions, Restrictions & Easements

Alliance Title - Pocatello Office

22003587

2020 Mar 03 AM 11:21

Electronically Recorded by Simplifile

DECLARATION
OF
PROTECTIVE COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
FOR
WESTFIELD ESTATES - DIVISION I

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**DECLARATION OF
PROTECTIVE COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR
WESTFIELD ESTATES - DIVISION I**

This Declaration of Protective Covenants, Conditions, Restrictions and Easements is made by Rio Vista Land, LLC, an Idaho limited liability company (“Declarant”). This Declaration shall be effective as of the date recorded with the Bannock County Recorder’s Office.

RECITALS

Declarant owns the real property described in Exhibit A attached hereto (the “Property”) and desires to develop the Property into a planned community known as Westfield Estates. Rio Vista Development, LLC, an Idaho limited liability company (“Developer”) shall be the initial developer of the community. The purpose of this Declaration is to establish covenants, conditions, and restrictions for the benefit of all future owners and occupants of the Property.

Article 1 - PURPOSE AND DECLARATION

1.1 Purpose. The purpose of this Declaration, and the Restrictions and Rules set forth herein, is to enhance the value, desirability, and attractiveness of the Property for the mutual benefit of the Declarant, the Association, and each Owner.

1.2 Declaration. Declarant hereby declares that the Property, including all of the Lots, shall be held, conveyed, transferred, sold, mortgaged, encumbered, occupied, used, and improved subject to this Declaration and the Restrictions and Rules, which Restrictions and Rules shall constitute covenants and conditions running with the land and shall be binding upon and inure to the benefit of the Declarant, the Association, and each Owner, including their respective heirs, successors, and assigns.

Article 2 - DEFINITIONS

2.1 Additional Land. Any parcel of land that is annexed into the Project by Declarant.

2.2 Annexation Declaration. A declaration by which Additional Land is made subject to this Declaration pursuant to Article 11.

2.3 Architectural Control Committee. The committee having architectural control powers as further described herein.

2.4 Articles. The Articles of Incorporation for the Association, as amended and restated from time to time.

2.5 Assessments. Any monetary charge or fee imposed or levied by the Association against Owners as provided in this Declaration or other Governing Documents.

2.6 Association. The Westfield Estates Homeowners Association, an Idaho nonprofit corporation.

2.7 Board. The Board of Directors of the Association. The Board is the governing body of the Association.

2.8 Bylaws. The Bylaws of the Association.

2.9 Common Areas. Any real property which the Association now or hereafter owns in fee for the benefit of Owners for as long as the Association is the owner of the fee, which may include without obligation or limitation, park facilities, Association signs or monuments, open space, landscaped areas, street signage, lighting detached from Residences, and other similar improvements, all roadway improvements within the Project shown on the Plat as private roads and which are not accepted for dedication by a municipal authority, and all land, and the improvements situated thereon, within the Project that Declarant designates as Common Areas on the Plat or other recorded instrument.

2.10 Declarant. Rio Vista Land, LLC, and its successors and assigns.

2.11 Declaration. This Declaration of Protective Covenants, Conditions, Restrictions and Easements.

2.12 Developer. Rio Vista Development, LLC, and its successors and assigns.

2.13 Governing Documents. Collectively this Declaration, the Articles, the Bylaws, Plat, Rules, and Restrictions, as each may be amended from time to time.

2.14 HOA Maintenance Areas. Any real property or improvements within the Project that the Association has the obligation to maintain, repair, or replace for the common benefit of the Owners, as the Board shall determine in its sole and exclusive discretion, including, without limitation, all landscaped rights of ways adjacent to or near roadways adjacent to the Project, landscaping easements between roadways and sidewalks within the Project, and all utility and service lines and similar improvements, whether public or private-company owned, intended to serve more than one Lot or Residence, whether located on a Lot or lying inside of the exterior boundaries of the Residence.

2.15 Lot. Each of the individual Lots within the Project, as shown on the Plat, with the exception of the Common Areas. References to "Lot" include any Residence or other improvement constructed thereon.

2.16 Manager. A person selected by the Board to manage the affairs of the Association.

2.17 Member. A Lot Owner.

2.18 Occupant. Any Person living, dwelling, visiting, or staying in a Residence.

2.19 Owner. The record owner, whether one or more Persons, including Declarant, holding fee simple interest of record to a Lot which is a part of the Property or Additional Land, and buyers under executory contracts of sale, but excluding those Persons having such interest merely as security for the performance of an obligation, unless and until such Person has acquired fee simple title pursuant to foreclosure or other proceedings.

2.20 Period of Declarant Control. The period starting on the effective date of this Declaration and continuing until the later of such time as (i) Declarant is no longer an Owner and (ii) Declarant elects in writing to not add any further Additional Land to the Project under Article 11.

2.21 Person. Any individual, partnership, corporation, trust, estate, or other legal entity, including Declarant and Developer.

2.22 Plat. The official subdivision of plat(s) of Westfield Estates, filed and recorded in the official records of the Bannock County Recorder's Office and any Additional Land annexed into the Project and made subject to this Declaration.

2.23 Project. All the Property, together with the buildings, improvements, and permanent fixtures located thereon, and all easements and rights appurtenant thereto, and shall at any point in time mean and refer to the entire Westfield Estates subdivision. The Project shall also include any Additional Land annexed into the Project and made subject to this Declaration.

2.24 Property. The real property in Bannock County, Idaho, described in the attached *Exhibit A* and any Additional Land annexed into the Project and made subject to this Declaration.

2.25 Residence. A structure intended for use and occupancy as a residence, together with all improvements located on or with respect to the applicable Lot which are used in connection with such Residence. The Residence shall include, without limitation, the roofs and all exterior surfaces, exterior trim, gutters, downspouts, structural members, and foundations. The Residence shall also include any mechanical equipment and appurtenances located within any one Residence, or located without said Residence but designed to serve only that Residence, such as appliances, air conditioning compressors, sprinkler systems, antennas, fixtures and the like. All pipes, wires, conduits, or other utility lines or installations constituting a part of the Residence or serving only the Residence shall be deemed part of the Residence.

2.26 Restrictions. The covenants, conditions, assessments, easements, liens, and restrictions set forth in this Declaration.

2.27 Rules. The rules, resolutions, regulations, policies, and guidelines adopted by the Board or the ACC.

Article 3 - WESTFIELD ESTATES OWNERS ASSOCIATION

3.1 Organization. The Association may be incorporated as a nonprofit corporation or such other entity structure at the determination of the Board. The Association shall have all rights and powers granted to it by applicable law, the Governing Documents, and this Declaration.

3.2 Purpose. The Association shall serve as the governing body for all Owners and shall provide for the maintenance, repair, replacement, administration, and operation of the Common Areas and the HOA Maintenance Areas.

3.3 Membership. Each Owner shall be a Member of the Association. Membership in the Association shall be appurtenant to, and never separated from, the Lot in which the Owner has the necessary interest. Membership in the Association shall not be transferred, pledged, or alienated in any way, except upon the transfer of ownership of the Lot to which it is appurtenant, and then such transfer shall be automatic to the new Owner. Any attempt to make a prohibited transfer is void.

3.4 Record of Ownership. The secretary of the Association or other Person designated by the Board shall maintain a record of ownership of the Lots. Upon the transfer of any Lot, the new Owner shall promptly notify the Association of the change in ownership and provide the requisite conveyance documents showing the change of ownership.

3.5 Voting Rights. Except as otherwise disallowed or limited in this Declaration or by the Special Declarant Rights, each Member shall be entitled to one vote for each Lot owned by the Member on the day of the vote.

(a) **No Fractional Votes.** Fractional votes shall not be allowed. If an Owner is more than one (1) Person, all such Persons shall be deemed Members, but the voting rights in the Association attributable to that Building Lot may not be split and shall be exercised by one representative selected by such Persons as they, among themselves, may determine. In the event that such joint Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter being put to a vote. When an Owner casts a vote, it will thereafter be presumed conclusively for all purposes that such Owner was acting with authority and consent of all joint owners of the Building Lot(s) from which the vote derived.

(b) **No Transfer of Voting Rights.** The right to vote may not be severed or separated from the ownership of the Building Lot to which it is appurtenant, except that any Owner may give a revocable proxy, or may assign such Owner's right to vote to a lessee, mortgagee, beneficiary, or contract purchaser of the Lot concerned, for the term of the lease, mortgage, deed of trust, or contract. Any sale, transfer, or conveyance of such Building Lot to a new Owner shall operate automatically to transfer the appurtenant voting right to the Owner, subject to any assignment of the right to vote to a lessee, mortgagee, or beneficiary as provided herein.

3.6 Board of Directors. The governing body of the Association shall be the Board. The Board shall act in all instances on behalf of the Association. The Bylaws shall set forth all matters related to the composition, structure, and procedures of the Board, including without limitation the procedures for electing a director, the terms of each director, the number of directors on the Board, and the requirements for serving on the Board. Notwithstanding the foregoing or anything to the contrary contained herein or in the Governing Documents, during the Period of Declarant Control, Declarant and Developer shall have the sole and exclusive authority to act as the Board, or to appoint and remove Board members.

3.7 Powers and Duties. The Association shall have, exercise, and perform powers, duties, and obligations granted to the Association by Idaho law, the Governing Documents, and this Declaration, including but not limited to the following:

(a) **Common Areas.** The Association shall maintain, repair, and replace Common Areas and HOA Maintenance Areas as the Board sees fit.

(b) **Irrigation System.** The Association shall maintain a pressurized irrigation system that provides service to each developed Lot.

(c) **Utility Services.** The Association may provide any utility services for the Project that the Board sees fit, including but not limited to data, phone, and internet services.

(d) **Insurance.** The Association shall obtain and maintain in force the following policies of insurance from reputable insurance companies authorized to do business in the State of Idaho:

(i) A blanket policy of property insurance covering the Common Areas and all buildings, fixtures, and equipment thereon that are the obligation of the Association to maintain.

(ii) Comprehensive general liability insurance insuring the Association and its agents and employees against liability incident to the use, ownership, or maintenance of the Common Areas or as the Board may otherwise deem necessary to carry out the Association's functions or to insure the Association against loss.

(iii) Directors and Officers liability insurance protecting the Board, the officers, the ACC, and the Association.

(iv) Liability, casualty, or other insurance as the Board may deem necessary to carry out the Association's functions or to insure the Association against loss.

(v) Such other insurance, including but not limited to workers compensation insurance to the extent necessary to comply with applicable laws.

(vi) The Association shall be the named insured under any policy of insurance. The Association shall have no obligation to obtain or maintain any insurance covering the personal or real property of any Owners, and each Owner shall be responsible for obtaining and maintaining such personal and real property insurance.

(e) **Rules.** The Association, through its Board, shall make and establish Rules as the Board deems necessary or appropriate in order to provide for a clean, aesthetically pleasing, peaceful, and orderly use and enjoyment of the Project.

(f) **Budgets & Assessments.** The Association shall adopt budgets and impose and collect Assessments.

(g) **Governing Documents.** The Association shall perform such acts, whether or not expressly authorized by the Governing Documents, as may be reasonably necessary to enforce the provisions of the Governing Documents of the Association.

(h) **Enforcement.** The Association may assess fines to Owners, Occupants, or their guests for violations of the Governing Documents, including the provisions of this declaration. The amount of such fines shall be set by the Board and shall be imposed in accordance with Idaho law, including Idaho Code section 55-115(2) and any successor statutes thereto. The Board shall have the authority to adjust and revise such fines.

(i) **Employment of Agents, Advisors, and Contractors.** The Association may hire a Manager or other employees to manage, conduct, and perform the business, obligations, and duties of the Association and employ professional counsel from Persons such as, but not limited to, community association managers, landscape architects, accountants, recreational experts, architects, planners, lawyers, reserve study specialists, or what is convenient for the management, maintenance, and operation of the Project.

(j) **Litigation.** The Board may instigate litigation on behalf of the Association to enforce the provisions of the Governing Documents or any other common law or statutory right which the Association is granted.

3.8 Liability. Members of the Board and officers of the Association shall not be liable to the Association or any Member thereof for any damage, loss, or prejudice suffered or claimed on account of any action or failure to act in the performance of his or her duties, except for intentional or willful bad acts or acts of recklessness. If a member of the Board or any officer of the Association is made a party to any proceeding because the individual is or was a director or officer of the Association, the Association shall indemnify such individual against liability and expenses incurred to the maximum extent permitted by law, except where the director or officer is found by a court of law to have engaged in willful or intentional misconduct in carrying out his duties.

Article 4 - BUDGET AND ASSESSMENTS

4.1 Annual Budget. The Board shall prepare and adopt an annual budget for the Association. The annual budget shall provide for the maintenance of the Common Areas and HOA Maintenance Areas, for the administration, management, and operation of the Association, and for the payment of debt incurred by the Association. The Board may revise the Budget from time to time as the Board deems appropriate. If the Board fails to adopt an annual budget, the last adopted budget shall continue in effect until a new annual budget is adopted.

4.2 Reserve Account. The Board may establish and fund a reserve account with a reputable banking institution or savings and loan association or title insurance company authorized to do business in the State of Idaho, which reserve account shall be dedicated to the costs of repair, replacement, maintenance and improvement of Common Area.

4.3 Capital Improvements. The Board may incur debt on behalf of the Association to make capital improvements to Common Area upon the affirmative vote of at least two-thirds of the Members present at a meeting called for that purpose.

4.4 Covenant to Pay Assessments. Each Owner of a Lot, by accepting a deed therefore, whether or not it be so expressed in the deed, hereby covenants and agrees to pay the Association all Assessments and other fees, charges, levies, or fines imposed in accordance with the Governing Documents.

4.5 Purpose of Assessments. Assessments shall be used for the purpose of promoting the health, safety, and welfare of the Owners and enhancing the value, desirability, and attractiveness of the Property. The Association may use the Assessments to, among other things, pay the cost of taxes and insurance on the Common Areas, maintain, repair, and improve the Common Areas and HOA Maintenance Areas, establish and fund a reserve to cover major repairs or replacement of improvements within the Common Areas and HOA Maintenance Areas, pay for any litigation expenses, and to pay any expenses necessary or desirable to enable the Association to perform or fulfill its obligations, functions, or purposes under the Governing Documents.

4.6 Regular Assessments. Regular Assessments shall be made on a monthly basis, or any alternative frequency as the Board may establish. The amounts and allocations of each Regular Assessment, along with the dates for payment of such Regular Assessments, shall be established by the Board. The Board has discretion to determine the appropriate allocation among Owners for each Regular Assessment, including whether to determine such allocation based on square footage of each Lot or otherwise. Regular Assessments shall be charged against each Lot from the date it is sold by Declarant. Regular Assessments for a partial year shall be pro-rated. Upon Developer's sale of a Lot, the Lot shall be assessed to one half of the Regular Assessment until the earlier to occur of (i) the date the Owner receives ACC approval of plans and specifications to construct a Residence on the Lot, (ii) the

date the Owner receives a building permit to construct a Residence on the Lot, or (iii) the date that is two years after Declarant's sale of the Lot.

4.7 Special Assessments. The Board may levy a Special Assessment payable over such a period as the Board may determine for the purpose of defraying, in whole or in part, any expense or expenses not reasonably capable of being fully paid with funds generated by Regular Assessments. Notice in writing of the amount of any Special Assessments and the time for their payment shall be provided to the Owners by the Board as soon as is reasonably practicable. Payment shall be due on the dates and in the manner determined by the Board and provided in the notice.

4.8 Individual Assessments. In addition to the Regular and Special Assessments authorized above, the Board may levy Individual Assessments against a Lot and its Owner for (a) administrative costs and expenses incurred by the Board in enforcing the Governing Documents, Restrictions, and Rules against the Owner or the Occupants of the Owner's Lot, (b) costs associated with the maintenance, repair, or replacement of Common Areas or HOA Maintenance Areas caused by the actions of an Owner or the Occupants of the Owner's Lot, (c) any charge, fine, fee, expense, or cost designated as an Individual Assessment in the Governing Documents or by the Board, including, without limitation, action taken to bring a Residence or its Owner into compliance with the Governing Documents, (d) costs of providing services to the Lot upon request of the Owner, and (e) attorneys' fees, court or collection costs, fines, and any other charges relating to any of the foregoing, regardless of whether a lawsuit is filed.

4.9 No Offsets. All Assessments shall be payable in the full amount specified by the Association. No Owner shall offset or withhold any portion of such amount for any reason.

4.10 Declarant's Exemption from Assessments. Notwithstanding anything contained in the Governing Documents or this Declaration to the contrary, Declarant shall not be obligated to pay Assessments on any Lot owned by Declarant. In addition, Declarant may exempt Lots owned by affiliates of Declarant, such as Developer, from the payment of Assessments during the Period of Declarant Control.

4.11 Personal Obligation and Lien. All Assessments, together with any interest, late fees, collection costs, and attorneys' fees, shall constitute and remain: (a) a charge and continuing lien upon the Lot with respect to which such Assessment is made, and (b) the personal obligation of the Person that is the Owner of the Lot at the time the Assessment falls due. No Owner may exempt himself or such Owner's Lot from liability for payment of Assessments by waiver of such Owner's rights concerning the Common Areas or HOA Maintenance Areas or by abandonment of such Owner's Lot. Upon transfer or conveyance of a Lot, the transferee shall be jointly and severally liable with the transferor for all unpaid Assessments, interest, late fees, collection costs, and attorneys' fees applicable to such Lot at the time of such transfer or conveyance, without prejudice to the transferee's right to recover from the transferor the amounts paid by the transferee therefore.

4.12 Billing and Collection. The Board shall have the authority to adopt Rules setting forth procedures for the billing and collection of Assessments. The failure of the Association to send an invoice to an Owner shall not relieve any Owner of liability for any Assessment or charge under this Declaration, but the Assessment lien therefore shall not be foreclosed or otherwise enforced until such Owner has been given at least thirty (30) days' written notice of the Assessment or charge and of the amount so owed.

4.13 Due Dates, Delinquency, and Collection Charges. The Board shall have authority to adopt Rules regarding the due dates for payment of Assessments, the time before a payment becomes past due and delinquent, and the late fees to be charged for delinquent payments.

4.14 Late Fees and Interest. If the Board does not otherwise adopt billing and collection procedures, the following shall apply. Delinquent accounts shall be charged a twenty-five dollar (\$25.00) late fee each month until the Owner's account (including all collection charges, fees, and costs) is paid in full. Interest shall accrue on all unpaid balances at the rate of ten percent (10%) per annum. Collection charges, interest, and late fees shall constitute a part of the Assessment lien until paid in full.

4.15 Collection Actions. The Association may exercise any or all of the following remedies to collect delinquent Assessments:

(a) The Association may suspend such Owner's voting rights.

(b) The Association shall have a lien against each Lot for any Assessment levied against the Lot and any fines or other charges imposed under the Governing Documents against the Owner of the Lot from the date of which the Assessment, fine, or charge is due. This lien shall arise and be perfected as of the date of the recording of this Declaration. In accordance with any relevant provision of the Idaho Code, when an Assessment, fine, or charge is past due, the Association may file a notice of lien in the records of Bannock County against the applicable Lot. Once filed, such lien shall accumulate all future Assessments, fines, or charges and any other costs chargeable to the Lot or such Lot's Owner by the Association, until such amounts are fully paid. Said lien may be foreclosed at any time as permitted by applicable law. The lien of the Association shall be superior to all other liens and encumbrances except (1) a lien or encumbrance recorded before this Declaration, (2) a first or second security interest on the Lot secured by a mortgage or deed of trust recorded before the Association's notice of lien, and (3) a lien for real estate taxes or other governmental assessments against the Lot. The Association, through its duly authorized agents, may bid on the Lot at any foreclosure sale, and may acquire, hold, lease, mortgage, and convey the Lot.

(c) The Association may bring an action to recover a money judgment for unpaid Assessments, fines, and charges under this Declaration against an Owner without foreclosing or waiving the lien described above.

(d) The Association may terminate a delinquent Owner's right to use the Common Areas.

(e) In any action to collect delinquent Assessments, all fees and expenses incurred by the Association, including but not limited to attorney fees, shall be added to the delinquent Assessment and lien and shall be collected simultaneously with, and in the same manner as, the delinquent Assessment. In the event the delinquent Assessment is placed with a licensed collection agency, Owner agrees to pay a collection fee equal to fifty percent (50%) of the outstanding balance of the delinquent Assessment at the time the account is placed with the collection agency, which shall be added to the delinquent Assessment and lien and shall be collected simultaneously with, and in the same manner as, the delinquent Assessment.

(f) The Association shall have any other remedy available to it, whether provided in the Governing Documents, at law, or in equity.

(g) Any payments or amounts received on delinquent Assessments or other charges shall be credited first to collection costs (including attorneys' fees), then to interest and late fees, then to the oldest Assessments, and finally to the most recent Assessments.

4.16 Power of Sale. The Association shall have all rights of foreclosure granted by the Idaho Code, both judicially and non-judicially.

4.17 Association Responsibility After Foreclosure. If the Association takes title to a Lot pursuant to a foreclosure, the Association shall not be bound by any of the provisions related to the Lot that are otherwise applicable to any other Owner

4.18 Estoppel Certificate. The Association, upon at least twenty (20) days prior written request, shall execute, acknowledge and deliver to the party making such request, a statement in writing stating whether or not, to the knowledge of the Association, a particular Owner is in default under the provisions of this Declaration, and further stating the dates to which any Assessments have been paid by the Owner. Any such certificate delivered pursuant to this paragraph may be relied upon by any prospective purchaser or mortgagee of the Owner's Lot. Reliance on such certificate may not extend to any default as to which the signor shall have had no actual knowledge.

Article 5 - EASEMENTS AND RIGHTS IN COMMON AREAS

5.1 Utility Easement. The Project is subject to a utility easement over, across, above, and under all road rights-of-way and Common Areas for ingress, egress, installation, maintenance, repair, and replacement of utilities installed by Declarant or Developer, such as water, sewer, gas, phone, internet, electricity, data, video, and cable.

5.2 Landscape Easement. A Project is subject to a Landscape Easement within the public utility easement described in the Plat, covering the area between each road surface and the adjacent sidewalk within the Property. The Landscape Easement shall be maintained by the Association as determined by the Board. No Owner shall make any alteration or improvement to the Landscape Easement without the prior written consent of the Association, or do or permit anything within the Landscape Easement that impedes or interferes with the Association's maintenance thereof.

5.3 Fence Easement. Whenever a fence or retaining wall constructed on a Lot under plans and specifications approved by the ACC is located within five feet of the boundary line of such Lot, the Owner of such Lot is hereby granted an easement over and on the adjoining Lot (not to exceed five feet from the Lot line) for the limited purpose of maintaining and repairing such wall or fence. The Owner of such easement shall promptly repair and remediate any damage to the adjoining Lot caused by the maintenance or repair of such wall or fence.

5.4 Use of Common Areas. Each Member shall have a right and easement of use and enjoyment in and to the Common Areas. Such right shall be appurtenant to and shall pass with title to each Lot and in no event shall be separated therefrom. A Member's right for the use and enjoyment of the Common Areas shall be subject to the following:

(a) The right of any governmental or quasi-governmental body having jurisdiction over the Project to access and rights of ingress and egress over and across any street, parking area, walkway, or open area contained within the Project for purposes of providing any governmental or municipal service.

(b) The right of the Association to suspend the right to use the Common Areas by an Owner for (1) any period during which any Assessments against such Owner's Lot remain unpaid or (2) violation of any of the Rules or Regulations.

(c) The right of the Association to dedicate or transfer all or any part of the Common Areas, and any sewer, water, or storm drain lines to any public agency or authority for such purposes and subject to such conditions as may be agreed to by the Board.

Article 6 - MAINTENANCE

6.1 Association Maintenance.

(a) The Association shall maintain, repair, and replace the Common Areas and HOA Maintenance Areas together with all improvements thereon and all easements appurtenant to the Common Area including, but not limited to, common landscaped areas, private utility lines owned or controlled by the Association that serve more than one Residence, and personal property owned by the Association. The Association shall have no obligation to perform any maintenance and/or repair of any part of a Lot, Residence, or any other landscaping installed by an Owner.

(b) The Association shall maintain a pressurized irrigation system to supply canal water from the Fort Hall Irrigation Project to each developed Lot. This system includes all irrigation mainlines and equipment located on or under roadways, Common Areas, HOA Maintenance Areas, or other maintained areas, including any sump or pumphouse facilities and equipment. The Association may filter all canal water provided to the Lots but makes no guarantees regarding the amount of filtering to reduce sediment, seeds, or organisms. Irrigation water will not be potable. Additionally, the Association shall have no responsibility to maintain such equipment located on or under Lots.

(c) The Association shall landscape and maintain the Landscape Easement.

(d) The Association may provide for snow removal on any Common Areas.

(e) The Association has the right to remove any personal property, debris, or trash from the Common Areas and HOA Maintenance Areas in order to fulfil its maintenance obligations as detailed herein.

6.2 Owner Maintenance.

(a) Each Owner shall have the obligation to provide interior and exterior maintenance of their Lot and Residence, including but not limited to the maintenance, repair, and replacement of sidewalks, driveways, structural elements of the Residence, foundations, windows, doors, and utility lines that solely service the Lot or Residence.

(b) Each Owner shall paint, repair, and otherwise maintain the exterior of his Residence in compliance with Association standards and shall maintain, repair, and replace all appurtenant mechanical devices, including but not limited to, electrical, plumbing, and heating, ventilating and air conditioning systems.

(c) Each Owner shall be responsible for performing all snow removal on the sidewalks and driveways located on their Lot.

(d) In general, Owners must keep their landscaping in good and presentable condition that does not distract from or diminish the value of other Lots. The landscaping responsibilities of each Owner for their applicable Lot shall include, but not be limited to, regular mowing and trimming of the lawn, general weed control, proper care of all plants, trees, shrubs, flowers, etc., and proper watering. The Owners shall use canal water for exterior purposes such as in connection with sprinkler systems or exterior hoses and outdoor faucets.

(e) Owners shall be responsible to maintain, repair, replace, and remove (upon ACC approval) fences which mark the boundaries of their Lots. When such fences serve, benefit, or otherwise mark a boundary of two or more Lots, the responsibility and cost to maintain, repair, replace, and remove the shared portion of such fences shall be borne pro rata by all Owners bounded thereby.

6.3 Owner Maintenance Neglect. Without any liability for trespass, damage, or otherwise, in the event an Owner violates the Governing Documents, Restrictions, or Rules by failing to properly maintain or repair such Owner's Lot or Residence, the Association shall have the power and authority to enter upon such Lot and Residence for the purpose of maintaining and repairing such Lot or Residence or any improvement thereon. The Board shall have the sole authority and discretion to decide whether an Owner has failed to meet its maintenance or repair obligations. Except as necessary to prevent personal injury or property damage in an emergency, the Association shall first provide the applicable Owner with reasonable notice and an opportunity to cure before exercising the power granted herein. All costs incurred by the Association in remedying Owner maintenance or repair neglect shall be an Individual Assessment against the Owner's Lot. The Association shall also have the power and authority from time to time in its own name, on its own behalf, or in the name and behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of the Governing Documents, Restrictions, and Rules, or to enforce by mandatory injunction or otherwise all the provisions of the Governing Documents, Restrictions, and Rules.

Article 7 - USE RESTRICTIONS

7.1 Rules. The Board has authority to issue (i) Rules expanding, clarifying, or otherwise amending the use restrictions contained in this Article, and (ii) new Rules imposing additional use restrictions not contemplated by this Article.

7.2 Use of Common Areas. The Common Areas shall be used only in a manner consistent with their community nature and with the use restrictions applicable to Lots.

7.3 Use of Lots and Residences. Each Lot and Residence shall be used only as a single-family dwelling. No gainful occupation, business, trade, or other nonresidential use shall be conducted on any Lot or Residence except with the prior written consent of the Board and applicable governmental entities. In addition, no form of temporary housing is authorized on any Lot or otherwise within the Project. Notwithstanding the foregoing, activities otherwise prohibited by this Section are permitted without Board approval if only normal residential activities would be observable outside of the Residence, the business activity does not involve persons coming on to the Project who do not reside in the Project, the business activity does not involve the solicitation of Occupants or Owners, the business will not result in the increase of the cost of the Association's insurance, and that the activities would not be in violation of applicable local ordinances.

7.4 New Construction. All improvements shall be newly constructed on the Property. No pre-built, pre-fabricated, or modular structures are permitted without prior written ACC approval.

7.5 Commencement of Construction; Repurchase Option. Within two years after Developer sells any unimproved lot, the Owner shall commence construction of a Residence on the Lot. Developer shall have the option to repurchase any Lot for which the Owner does not within two years have ACC approval of plans, a building permit, and commence construction of a Residence. This option shall entitle Developer to repurchase the Lot for the same price Developer sold the Lot, less any unpaid real estate taxes and assessments as of the date of repurchase. This option shall be in effect until the Owner commences construction of a Residence on the Lot. Developer may exercise this option by giving at least 30 days written notice to the Owner either by certified mail, return receipt requested, or by personal delivery. All closing costs shall be divided equally between Developer and Owner.

7.6 Completion of Construction. Each Residence must be completely constructed within one year after construction commences. If such work is not completed within such period, the Association may impose a penalty not to exceed one thousand dollars per month, levied against such Lot and its Owner as an Individual Assessment.

7.7 Offensive or Unlawful Activities. No noxious or offensive activities shall be carried on upon any Lot, Residence, or Common Area, nor shall anything be done or placed on any Lot or Common Area which interferes with or jeopardizes the quiet enjoyment of other Lots, Residences, or the Common Areas, or which is a source of annoyance to residents. No unlawful use shall be made of a Lot or any part thereof, and all valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be observed. No use shall be made of any Lot which would result in an increase in the cost of the Association's insurance or which would cause the improvements within the Project or any part thereof to be uninsurable against loss by fire or other perils included in insurance contracts, or cause such insurance to be canceled or suspected, or cause any company issuing such insurance to refuse renewal thereof.

7.8 Pets. Domestic pets may be kept in Residences or in backyard kennels that are screened from view from any street or adjoining Lot. Domestic pets must be kept in conformance with local government requirements but may not be bred or commercially boarded. All pets must be kept and contained on the Owner's Lot via fence or leash at all times. No animals may create a nuisance to the neighborhood, hazard to people, or be allowed to be at large. No livestock (pigs, goats, cows, horses, etc.) shall be kept in, on, or about the Project. Pets may not create a nuisance, either by way of causing damage to property, creating unsanitary conditions, barking or making disturbing noises in an excessive, continuous, or untimely fashion, or otherwise.

7.9 Machinery and Equipment. No machinery or equipment of any kind shall be placed, used, operated, or maintained on or adjacent to any Lot except such machinery or equipment as is usual and customary in connection with the use, maintenance, or construction of a Residence or appurtenant structures, as the Board may determine in its sole discretion. Any such permitted machinery or equipment must be stored inside a garage, shop, or accessory building when not in use or may be stored behind a Residence so long as any view of such machinery or equipment is blocked by a fence that conforms with the provisions of 8.7 and the Board approves any such storage. No inoperable or non-working vehicles, motorcycles, ATVs, UTVs, RVs, trailers, etc. are permitted unless enclosed inside a garage, shop, or accessory building with doors shut (except for ingress and egress). No junk yards, unsightliness, blight, or nuisance.

7.10 Nuisances. No Owner or Occupant shall create, maintain, or permit a nuisance in, on or about the Property. For purposes of this Section a "nuisance" includes any behavior which annoys,

disturbs, or interferes with other Owners or Occupants or interferes with their right to the quiet and peaceful enjoyment of their property. The Board shall have the sole and absolute discretion and authority to determine if an activity or condition constitutes a nuisance.

7.11 Signs. The Board may regulate and restrict signs in the Project to the extent permitted by law. Unless otherwise designated in the Rules, "For Sale" or "For Rent" signs not exceeding 5 square feet may be placed on Lots. Declarant and Developer shall not be subject to any sign restrictions adopted by the Board.

7.12 Trash Containers. All garbage and trash shall be placed and kept in covered containers of a type and style which shall be approved by the Board. Such containers shall be maintained as not to be visible from the street view except to make them available for collection for a reasonable amount of time as determined by the Board.

7.13 Parking. Vehicles shall not be parked on a roadway at an entrance to or in front of driveways or walkways or at any other location within the Project which would impair vehicular or pedestrian access or snow removal. No long-term parking (longer than 48 hours) is permitted along the sides of any roadways, in driveways, or along the front face of any Residence. The parking restrictions contained herein apply to all vehicles, RVs, boats, trailers, or the like. Any vehicles parked in violation of the restrictions contained herein may be towed by the Association at the expense of the vehicle's owner.

7.14 Leases. An Owner is permitted to lease such Owner's Residence. All costs incurred by the Association to enforce the terms of the Governing Documents against a tenant shall be assessed to the Owner as an Individual Assessment. Notwithstanding the foregoing, short-term leases or rentals for any period less than thirty (30) days are prohibited, whether through services such as Airbnb, VRBO, or otherwise. This restriction on short-term rentals is agreed to in writing by Declarant, as the owner of the Property, and is intended to comply with the restrictions set forth in Idaho Code § 55-115(3) and any successor statutes or regulations thereto.

7.15 Water and Sewer Service. Each Lot shall connect to and pay for water and sewer service provided by the City of Chubbuck in accordance with the terms and conditional of all agreements between Developer and the City of Chubbuck therefor. Until the Project is annexed into the City of Chubbuck, water and sewer rates charged to the Project will be 150% of the rates charged to residents of the City of Chubbuck.

7.16 Variances. The Board may, at its option and in extenuating circumstances, authorize variances from the Restrictions set forth in this Article or any Rules adopted by the Board. Such variances must be in writing and must be signed by all of the members of the ACC. If a variance is granted, no violation of the Governing Documents shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of a variance shall not operate as a waiver, continuing or otherwise, of any Restrictions of the Governing Documents or Rules, nor shall it affect an Owner's obligation to comply with all governmental laws and regulations.

Article 8 - ARCHITECTURAL CONTROLS

8.1 Purpose. The purpose of Restrictions contained in this Article related to architectural designs and controls is to preserve and maintain a consistent, desirable, and attractive appearance of the Lots and Residences throughout the Project in order to maintain and improve the property value of all such Lots and Residences for the mutual benefit of all Owners.

8.2 Architectural Control Committee. The Board may appoint a three (3) member Architectural Control Committee, the function of which shall be to ensure that all improvements and landscaping within the Project harmonize with existing surroundings and structures. The ACC need not be composed of Owners. If the ACC is not appointed, the Board shall perform the duties required of the ACC. Declarant and/or Developer shall act as the ACC during the Period of Declarant Control.

8.3 Review of Proposed Construction.

(a) No building or other structure of any nature may be built, placed, altered, or permitted to remain on any Lot without the prior written construction approval of the ACC. Approval from the ACC will be necessary for the construction of a Residence, any exterior additions or remodeling of an existing Residence, the construction of shops, garages, sheds, greenhouse, or other outdoor building, and all fencing and landscaping. All construction must be done in accordance with all applicable laws, regulations, and ordinances, including zoning ordinances and setback regulations. Any proposals for new construction must be approved in writing by the ACC. The ACC shall approve proposals, plans, and specifications submitted for its approval only if it deems that the construction, alterations, or additions contemplated thereby will (1) comply with the Governing Documents, including the Restrictions contained herein and any Rules adopted by the Board or the ACC, (2) be in harmony with the overall appearance of the Project and the other Lots and Residences therein, and (3) not be detrimental to the Project or require upkeep and maintenance that could become a burden on the Association.

(b) The ACC may condition its approval of proposals or plans and specifications upon such changes or modifications as it deems appropriate and may require submission of additional plans and specifications or other information before approving or disapproving such proposal.

(c) The ACC may establish Rules setting forth procedures for the required content of applications and plans submitted for approval. Such Rules may require a fee to accompany each application for approval.

(d) The ACC may establish Rules setting forth specific guidelines and regulations regarding design and style elements, landscaping, fences, and other architectural guidelines.

(e) The ACC may require such detail in plans and specifications submitted for its review as it deems proper. Along with any additional plans or specifications requested by the ACC, each Owner seeking construction approval from the ACC shall be required to submit the following documents: (1) one complete set of construction plans, which shall include floor plans, elevations, and exterior material specifications; (2) elevations of structures in relation to existing and finished grades; (3) a plot plan showing the location of all structures on the Lot; and (4) a site grading plan depicting a storm water drainage plan which shall depict how all post construction drainage will be retained on the Lot. Drainage areas must be capable of containing at least one (1) inch of runoff water created from any post construction hard surfaces (e.g. roofing, driveways, sidewalks, etc.).

(f) The ACC approval or disapproval shall be in writing. If the ACC, or its designated representatives, fail to approve or disapprove proposed construction within thirty (30) days after sufficient plans and specifications have been submitted to the ACC, or if no suit to forbid the construction has been initiated by the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

8.4 ACC Guidelines. In addition to such Rules as may be adopted by the Board, all Residences and improvements within the Project shall conform to the guidelines adopted by the ACC in its sole discretion related to architectural and landscape designs, construction, and materials.

8.5 Solar Panels. Owners are authorized to construct or install solar panels on their Residences. However, any such solar panels must be on the back of the applicable Residence and hidden from view from the street whenever possible. The ACC shall determine the specific location where solar panels and collectors shall be installed in accordance with Idaho Code § 55-115(4) and any successor statutes or regulations thereto. All solar panels and collectors must be parallel to the roof line, conform to the slope of the roof, and any frame, support bracket, or visible piping or wiring must be painted to coordinate with the roofing material.

8.6 Soffit Overhang. All roof structures must have soffit overhangs of at least one foot.

8.7 Fencing. All fences shall be constructed out of 6-foot white privacy vinyl or such other material, type, and color as approved in advance by the ACC. Fencing setbacks shall be in conformity with all applicable codes and regulations. Fences are not permitted in front of any side of a Residence facing a street. The ACC shall determine and approve permitted materials and installation of fences. Any removal of fences must also be approved by the ACC.

8.8 Garages. Each Residence will be required to have a minimum of a two-car garage with an interior width of not less than 24 feet. Residences that are less than 2,000 finished square feet above grade are required to have a side load garage with doors on the side of the Residence furthest from the nearest entrance to the neighborhood or as otherwise directed by the ACC. Side load garages must setback 30 feet from the Lot line. Residences that are 2,000 finished square feet or more above grade are not required to have a side load garage, but must have the garage on the side of the Residence furthest from the nearest entrance to the neighborhood or as otherwise directed by the ACC and front load garages may not exceed a usual and customary three car garage with a setback of 20 feet from the sidewalk to allow for parking without blocking pedestrians. Also, front load garages may not protrude more than 10 feet from other front faces of the Residence.

8.9 Detached Structures. The construction of any exterior detached structures on a Lot, including any shops, garages, sheds, or greenhouses, must be approved in advance by the ACC. Unless otherwise approved by the ACC, any such structure must match the same general appearance as the Residence on the same Lot, including use of the same or similar colors, building materials, and general architecture design. No detached structure is to be used for sleeping or living purposes. The front face of detached structures must be at least 24 feet behind the front face of the Residence.

8.10 Minimum Residence Size. The intent of the ACC is to ensure that all Residences are in harmony in exterior design and the location of surrounding structures. The minimum size for a Residence, exclusive of open porches, garages, and basements, shall be as follows:

- (a) One Level: 1500 square feet above grade.
- (b) Two Story: 1200 square feet on the main level and a minimum of 800 square feet on the upper level.
- (c) Split Entry: 1500 square feet above grade.
- (d) Three or more Levels: 1500 square feet total finished area on the upper two levels.

8.11 Exteriors. All roofs must have a 6/12 pitch or steeper. Vinyl siding will not be allowed in the Project. Metal continuous siding, stone, brick, stucco (with approved methods and contractors), and LP/Hardy Plank pre-painted/paintable wood composite siding will be allowed on all exteriors for all structures. The ACC may require wainscoting or other architectural elements and finishes to enhance the appearance of the Residence or improvement from streets within the Project.

8.12 Lot Grading. Each Lot shall have on-site Lot grading that facilitates protection of any improvements from any abnormal runoff created by the subdivision improvements or adjacent properties.

8.13 Driveways. All access driveways shall have a wearing surface of concrete or other hard surface material approved by the ACC, and shall be graded to assure proper drainage. Each Owner is responsible to install a four-inch diameter conduit across and under their driveway to enable the Association to connect sprinkler lines within the Landscape Easement on both sides of the driveway.

8.14 Towers and Antennas. No tower, satellite dish, or other separate structure for the transmission or reception of radio or television signals shall be erected which will exceed the height of the house, shop, or accessory building constructed on that lot. The use of satellite dishes less than twenty-four (24) inches in diameter is permitted. Any tower built for the reception or transmission of radio or television signals shall first be approved by the ACC.

8.15 Utilities. All gas, electrical, telephone, television, and other new utility lines installed by Declarant or any Owner are to be underground except for minor above-grade appurtenances. No propane tanks or oil tanks may be installed on any Lot except for temporary heat during construction.

8.16 Landscaping and Sprinkler Systems. Owners are required to install a sprinkler system, complete all landscaping, and connect to the pressurized irrigation system of the Project within nine months of a certificate of occupancy being issued for the Residence.

8.17 No Waiver. The approval by the ACC of any proposals or plans shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans, or specifications.

8.18 Non-liability. Neither the ACC nor any member thereof, nor its duly authorized representatives, shall be liable to the Association or any Owner, Occupant, or applicant for any loss, damage, or injury arising out of or in any way connected with the performance of the ACC's duties hereunder. The Committee shall not be responsible for reviewing, nor shall its approval of any plan or design be construed in any way to relate to, structural safety of building and improvements or their conformance with buildings or other codes.

8.19 Declarant's Exemption. Nothing contained in this Declaration shall be construed to prevent the erection or maintenance by Declarant or Developer, or their duly authorized agents, of temporary structures, trailers, improvements or signs necessary or convenient to the development, marketing, or sale of property within the Project. Furthermore, the provisions of this Declaration which prohibit or restrict non-residential use of Residences, regulate parking of vehicles, and restrict signage, banners, and the like, shall not prohibit the construction and maintenance of model homes by Declarant, Developer, and/or other persons engaged in the construction of residences within the Project. Declarant and Developer may use Lots and other areas for parking in connection with the showing of model homes or for vehicles necessary for development and construction activities.

8.20 Variances. The ACC may authorize variances from compliance with any of the architectural provisions of this Declaration or Rules adopted by the ACC when circumstances such as topography, natural obstructions, hardship, aesthetic, or environmental consideration may require. Such variances must be in writing and must be signed by the ACC. If a variance is granted, no violation of the Governing Documents shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of a variance shall not operate as a waiver, continuing or otherwise, of any Restrictions of the Governing Documents or Rules, nor shall it affect an Owner's obligation to comply with all governmental laws and regulations.

Article 9 - ENFORCEMENT

The Association, Declarant, or any Owner shall have the right to enforce, by proceedings at law or in equity, each provision of this Declaration and other Governing Documents, including the right to prevent any violation of such, and the right to recover damages and other sums for such violation(s). The prevailing party in any action for the enforcement of any provisions of the Governing Documents (including but not limited to litigation and the appeal thereof) shall be entitled to collect court costs and reasonable attorneys' fees. Occupants, guests, and invitees shall be personally liable for any fine assessed as a result of their action in violation of the provisions of the Governing Documents. Failure to enforce any covenant or restriction within the Governing Documents shall in no event be deemed a waiver of the right to do so thereafter.

Article 10 - ANNEXATION OF ADDITIONAL LAND

10.1 By Declarant. During the Period of Declarant Control, Declarant may at any time, in its sole discretion, annex Additional Land into the Project, without the approval of any Owner or the Association. Declarant's right to annex Additional Land shall not expire until the Declarant records in the real property records of Bannock County, Idaho, a declaration stating that Declarant elects to not add any further Additional Land to the Project.

10.2 By Association. Following the Period of Declarant Control, the Association may annex Additional Land into the Project upon the approval by at least two-thirds (66.6%) of the votes of the Association.

10.3 Method of Annexation. The annexation of Additional Land shall be accomplished by recording an Annexation Declaration executed by Declarant or the Association, as the case may be, and by the owner of the Additional Land. Thereupon the Additional Land shall be part of the Property and shall be subject to this Declaration and encompassed within the general plan of the Project, subject to any modifications set forth in the Annexation Declaration

10.4 Annexation Declaration. Each Annexation Declaration shall (i) reference this Declaration, (ii) state that the provisions of this Declaration apply to the Additional Land, and (iii) include a legal description of the Additional Land. Each Annexation Declaration may limit or modify the functions, powers, and jurisdiction of the Association over the Additional Land, and may establish additional or different land classifications, lot sizes, assessment rates, use restrictions, building types, ACC guidelines, covenants, conditions, restrictions and easements for the Additional Land that is subject thereto. There is no limitation on the number of Lots or Common Areas that Declarant may annex into the Property, except as may be established by applicable ordinances of Bannock County. The Association along with all Owners, Members, and Occupants waive the right to publicly protest or oppose any annexation of Additional Land into the Property as provided herein.

10.5 Rights and Obligations of Owners of Annexed Land. Upon the recording of an Annexation Declaration, all provisions contained in this Declaration shall apply to the Annexed Land in the same manner as if it were originally subject to this Declaration, subject to such modifications, changes, and deletions as are specifically provided in the Annexation Declaration. The Owners of Lots located in the Annexed Land shall become members of the Association, shall be entitled to voting rights in the Association as set forth in Article 3, and shall become liable for their appropriate share of Assessments. Title to Common Areas which are to be owned and managed by the Association within said Additional Land shall be conveyed to the Association, free and clear of all encumbrances except for encumbrances of record and those set forth in this Declaration or the Annexation Declaration applicable to such Additional Land.

10.6 Withdrawal of Land. During the Period of Declarant Control, Declarant may withdraw all or any portion of the Property, including previously annexed Additional Land, from the Project, this Declaration, applicable Annexation Declarations, and from the jurisdiction of the Association so long as Declarant is the owner of the withdrawn Property and provided that a Declaration of Withdrawal is recorded in the Office of the Bannock County Recorder in the same manner as an Annexation Declaration. Following the Period of Declarant Control, the Association may withdraw all or any portion of the Property from the Project upon the approval of seventy-five percent (75%) of all members of the Association and written approval of Declarant if Declarant owns any portion of the Property. Upon the withdrawal of any Property, all voting rights otherwise allocated to Lots being withdrawn shall be eliminated, and the common expenses shall be reallocated to the remaining Lots.

Article 11 - SPECIAL DECLARANT RIGHTS

11.1 Improvements. Declarant hereby reserves the right, without obligation, to construct:

- (a) Any improvement shown on the Plat or included in the Project;
- (b) Any Lots and corresponding Residences upon all or any portion of the Additional Land and the addition of the same to the Project; and
- (c) Any other buildings, structures, or improvements that Declarant desires to construct in the Project, or any other real estate owned by Declarant, regardless of whether the same ever become part of the Project.

11.2 Special Declarant Rights. Special Declarant Rights are those rights reserved for the benefit of Declarant and/or Developer in this Declaration and the Governing Documents and shall include, among others, and regardless of anything in the Declaration to the contrary, the following rights, which shall remain in effect for the maximum period allowed by law, which may exceed the Period of Declarant Control:

- (a) the right to maintain sales offices, model Residences, and signs advertising the Project or any Residence at any location in the Project;
- (b) the right to use easements through the Common Areas as set forth in this Declaration;
- (c) the right to dedicate the roads and streets within the Project for and to public use, to grant road easements with respect thereto, and to allow such street or road to be used by owners of adjacent land;

- (d) the right to convert any part of the Project to a different regime of residential ownership;
- (e) the right to create or designate additional Common Areas within the Project;
- (f) the exclusive right to act as the Board, or appoint or remove Board members in Declarant's and/or Developer's sole discretion, during the Period of Declarant Control;
- (g) unless expressly and specifically bound by a provision of the Governing Documents, Declarant and Developer shall be exempt from the provisions of the Governing Documents;
- (h) the right to withdraw land from the Project;
- (i) the right to set all Assessments for the Association during the Period of Declarant Control, including Regular, Special, and Individual Assessments;
- (j) the right to set all fines and fees for the Association during the Period of Declarant Control;
- (k) the exclusive right to amend any of the Governing Documents during the Period of Declarant Control without approval from any Members; and
- (l) the right to exert any right allowed to the Board, the ACC, or the Association during the Period of Declarant Control.

11.3 Interference with Special Declarant Rights. Neither the Association nor any Owner may take any action or adopt any Rules that interferes with or diminishes any Special Declarant Right contained in this Declaration without Declarant's prior written consent. Any action taken in violation of this Section shall be null and void and have no force or effect.

11.4 Limitation on Improvements by Association. Until such time as the earlier of the following events occur: (a) termination of the Period of Declarant Control, or (b) such time as Declarant chooses, neither the Association nor the Board shall, without the written consent of Declarant, make any improvement to or alteration in any of the Common Areas created or constructed by Declarant or Developer, other than such repairs, replacements, or similar matters as may be necessary to properly maintain the Common Areas as originally constructed or created by Declarant or Developer.

11.5 Transfer of Special Declarant Rights. The Declarant or Developer may transfer, convey, or assign its rights created or reserved under this Declaration to any Person in whole or in part. The Declarant's or Developer's successor shall enjoy any and all rights set forth in the Declaration regardless of whether such rights are stated to be transferable. All references in the Governing Documents to Declarant and/or Developer shall equally apply to its successor.

11.6 Changes by Declarant or Developer. Nothing contained in this Declaration shall be deemed to affect or limit in any way whatsoever the right of the Declarant or Developer, or their successors or assigns, to sell or to change the location, design, method of construction, grade, elevation, or any other part or feature of a Lot and Residence prior to the contracting for the conveyance of the Lot to a purchaser.

11.7 Easements Reserved to Declarant and Developer.

(a) The reservation to Declarant and Developer, and their successors and assigns, of non-exclusive easements and rights of way over those strips or parcels of land designated or to be designated on the Plat as “Public Utility Easement,” or otherwise designated as an easement area over any road or Common Area on the Project, and over those strips of land running along the front, rear, side and other Lot lines of each Lot shown on the Plat.

(b) An easement for the installation, construction, maintenance, reconstruction, and repair of public and private utilities to serve the Project and the Lots therein, including but not limited to the mains, conduits, lines, meters, and other facilities for water, storm sewer, sanitary sewer, gas, electric, telephone, cable television, and other public or private services or utilities deemed by Declarant or Developer necessary or advisable to provide service to any Lot, or in the area or on the area in which the same is located.

(c) Easement granting the privilege of entering upon the Common Areas for such purposes and making openings and excavations thereon, which openings and excavations shall be restored in a reasonable period of time, and for such alterations of the contour of the land as may be necessary or desirable to affect such purposes.

(d) The reservation to the Declarant and Developer, and their successors and assigns, of a nonexclusive easement and right-of-way in, through, over, and across the Common Area for the storage of building supplies and materials, parking of construction vehicles, erection of temporary structures, trailers, improvements or signs necessary or convenient to the development of the Project, and for all other purposes reasonably related to the completion of construction and development of the Project and the provision of utility services, and related services and facilities.

(e) The Declarant and Developer reserve unto themselves and their successors and assigns, the right to dedicate all of said roads, streets, alleys, rights of way, or easements, including easements in the areas designated as “open space” and storm water management reservation, to public use all as shown on the Plat. No road, street, avenue, alley, right of way, or easement shall be laid out or constructed through or across any Lot or Lots in the Project except as set forth in this Declaration, or as laid down and shown on the Plat, without the prior written approval of the Declarant.

(f) Declarant and Developer reserve unto themselves and their successors and assigns, the right at or after the time of grading of any street or any part thereof for any purpose, to enter upon any abutting Lot and grade a portion of such Lot adjacent to such street, provided such grading does not materially interfere with the use or occupancy of any structure built on such Lot, but neither Declarant nor Developer shall not be under any obligation or duty to do such grading or to maintain any slope.

(g) The easement rights granted herein to Declarant and Developer may be shared with or assigned by Declarant or Developer to the Association to the extent necessary or desirable, in Declarant’s and/or Developer’s sole discretion, to permit the Association to perform its obligations under any of the Governing Documents.

Article 12 - RIGHT OF ENTRY

The Association acting through the Board or its duly authorized agent shall have the right at all times and upon reasonable notice of at least 48 hours to enter upon any Lot on the areas located outside the exterior boundaries of a Residence, without trespass, and regardless of whether or not the Lot Owner or Occupant thereof is present at the time, to abate any infractions, to fulfill its responsibilities, to exercise its rights, to make repairs, and to correct any violation of any of the Governing Documents. The notice set forth in this Section shall not be necessary in case of an emergency threatening other Residences, Owners, Occupants, or other parts of the Project. Nothing in this Section shall be construed to authorize the entry of the Association into the interior of a Residence (even in the event of an emergency) without the consent of the Lot Owner and under any terms or conditions set forth by such Owner. Owners shall maintain up-to-date emergency contact information records with the Association, including any local representative an Owner may have for notice purposes. Owners shall be responsible for any costs incurred by the Association as a result of entering a Lot under this Section and shall indemnify and hold harmless the Association for all damages related to such entry, except for such damages resulting from recklessness or bad faith.

Article 13 - AMENDMENTS

13.1 Amendments by Declarant. During the Period of Declarant Control, the Governing Documents may only be amended with the affirmative written consent of Declarant without any additional approval required.

13.2 Amendments by Association. After the Period of Declarant Control has expired, this Declaration may be amended upon the affirmative vote of at least sixty-seven percent (67%) of the voting interests of the Association. No meeting shall be required for an amendment if the required vote for approval is obtained by written consent or ballot. Any amendment(s) shall be effective upon recordation in the office of the Bannock County Recorder. In such instrument, the Board shall certify that the vote required by this Section for amendment has occurred.

Article 14 - MISCELLANEOUS

14.1 Notices. Any notice required or permitted to be given to any Owner according to the provisions of this Declaration shall be deemed to have been properly furnished if personally delivered, emailed, texted, or mailed, postage prepaid, to the Person who appears as an Owner in the records of the Association at the time notice is sent. If no email, phone number, or mailing address has been provided, the physical address of the Lot owned by said Owner shall be used for notice purposes. Unless an Owner notifies the Association in writing that they desire to receive notices via USPS mail, each Owner shall provide to the Association an email address that the Association may use to affect notice as described herein, along with a telephone number that can receive texts. Any notice sent via email or text shall be deemed to be delivered once the notice has been sent to the email address or phone number on file with the Association. Any notice sent by mail shall be deemed delivered when deposited in the United States mail. The declaration of an officer or authorized agent of the Association declaring under penalty of perjury that a notice has been sent to any Owner or Owners, in any manner that this Section allows, shall be deemed conclusive proof of such delivery. Notice to the Association shall be delivered by registered or certified United States mail postage prepaid, to the registered agent with the Idaho Secretary of State. The Association shall have the right to designate an email or USPS mailing address for receipt of notices hereunder by Rule.

14.2 Consent in Lieu of Voting. In any case in which this Declaration requires authorization or approval of a transaction the assent or affirmative vote of a stated percentage of the votes present or represented at a meeting, such requirement may be fully satisfied by obtaining, with or without a

meeting, consents in writing to such transaction from Members entitled to cast the required percentage of membership votes.

14.3 Dissolution. After the Period of Declarant Control, the Association may be dissolved by the affirmative assent in writing 90% of the Owners. Upon dissolution of the Association, all of its agency or authority to be used for purposes similar to those provided for in the Articles of Incorporation or this Declaration. In the event such dedication or transfer is not made or is not accepted, the Association's assets shall be transferred to a nonprofit corporation, trust, or other entity to be used for such similar purposes, and each Owner shall continue to be obligated to make assessment payments for the maintenance and upkeep of the Common Areas and HOA Maintenance Areas, common access roadways, curbs, gutters, and sidewalks on a pro rata basis which conforms substantially with the assessments procedure, terms and conditions set forth in this Declaration.

14.4 Interpretation and Severability. The captions which precede the Articles and Sections of this Declaration are for convenience only and shall in no way affect the manner in which any provision hereof is constructed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any party thereof, and any gender shall include the other. The invalidity or unenforceability of any portion of this Declaration shall not affect the validity or enforceability of the remainder hereof.

14.5 Covenants to Run with Land. This Declaration and all provisions hereof shall constitute covenants to run with the land or equitable servitudes, as the case may be, and shall be binding upon and shall inure to the benefit of the Association and all parties who hereafter acquire any interest in a Lot or in the Common Areas shall be subject to the terms of this Declaration and the provisions of any Rules, agreements, instruments, and determinations contemplated by this Declaration; and failure to comply with any of the foregoing shall be grounds for an action by the Association or an aggrieved Owner for the recovery of damages, or for injunctive relief, or both. By acquiring any interest in a Lot or in the Common Areas, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Declaration.

14.6 No Waiver. Failure by the Association or by any Owner to enforce any Restriction or provision herein contained, or contained in any of the other Governing Documents, in any certain instance or on any particular occasion shall not be deemed a waiver of such right of enforcement as to any such future breach of the same or any other Restriction or provision.

14.7 Security. Neither Declarant, Developer, nor the Association shall in any way be considered an insurer or guarantor of security within or relating to the Project, including any Common Area in which the Association may have an obligation to maintain, and the Association shall not be held liable for any loss or damage by reason of any failure to provide adequate security or any ineffectiveness of security measures undertaken. Each Owner agrees by purchasing a Lot in the Project that the Association, Declarant, Developer, and the Board are not insurers of the safety or well-being of Owners or Occupants or of their personal property, and that each Owner or Occupant assumes all risks for loss or damage to persons, the Lots, the Common Areas, and to the contents of improvements located thereon to the extent not insured by the Association. EACH OWNER AND OCCUPANT UNDERSTANDS AND ACKNOWLEDGES THAT THE ASSOCIATION, DECLARANT, DEVELOPER, AND BOARD HAVE NOT MADE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, AND THAT EACH OWNER OR OCCUPANT HAS NOT RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO THE SECURITY OF THE PROJECT.

14.8 Effective Date. The Declaration and any amendment hereof shall take effect on the date it is recorded in the office of the Bannock County Recorder.

14.9 Annexation. The City of Chubbuck is providing various municipal services to the Project and individual Lots. All Owners are provided notice that the City of Chubbuck may and is authorized to annex the Project, or a portion thereof, into the city limits of the City of Chubbuck. The Association along with all Owners, Members, and Occupants waive the right to protest any such annexation and any such opposition is null and void.

IN WITNESS WHEREOF, Declarant has caused its name to be hereunto subscribed.

DECLARANT

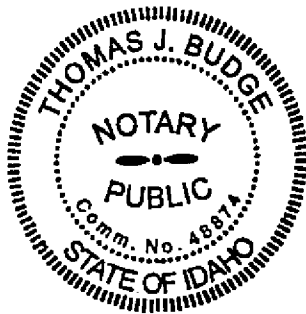
Rio Vista Land, LLC

Dated: 3/2/2020

By: [Signature]
Dannis Adamson, Manager

STATE OF IDAHO)
 : ss.
County of Bannock)

This record was acknowledged to me on this 2nd day of March, 2020, by Dannis Adamson as Manager of Rio Vista LLC.



[Signature]
Notary Public for Idaho
My Commission Expires: 12-21-2024

Exhibit A

Westfield Estates – Division I

A PARCEL OF LAND LOCATED IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 6 SOUTH, RANGE 34 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST 1/4 CORNER OF SECTION 5, SAID POINT BEING MONUMENTED BY A 5/8" IRON ROD WITH PLASTIC CAP AS DESCRIBED IN CORNER PERPETUATION RECORDED AS INSTRUMENT NO. 21103118 IN THE OFFICIAL RECORDS OF BANNOCK COUNTY;

THENCE NORTH 1°59'09" WEST, ALONG THE WEST LINE OF SAID SECTION 5, A DISTANCE OF 783.33 FEET;

THENCE NORTH 89°28'23" EAST A DISTANCE OF 351.78 FEET;

THENCE SOUTH 0°31'37" EAST A DISTANCE OF 156.18 FEET;

THENCE NORTH 89°28'23" EAST A DISTANCE OF 43.01 FEET;

THENCE SOUTH 0°31'37" EAST A DISTANCE OF 180.50 FEET;

THENCE NORTH 89°28'23" EAST A DISTANCE OF 712.49 FEET;

THENCE NORTH 49°40'03" EAST A DISTANCE OF 250.41 FEET TO A POINT ON THE WEST BOUNDARY LINE OF CHILTON SUBDIVISION, A SUBDIVISION RECORDED AS INSTRUMENT NO. 613534 IN THE OFFICIAL RECORDS OF BANNOCK COUNTY;

THENCE SOUTH 1°04'58" EAST, ALONG THE WEST BOUNDARY LINE OF THE SAID CHILTON SUBDIVISION, A DISTANCE OF 629.98 FEET TO A POINT ON THE LATITUDINAL CENTERLINE OF SAID SECTION 5;

THENCE NORTH 89°29'28" WEST, FOLLOWING ALONG THE SAID LATITUDINAL CENTERLINE OF SECTION 5, A DISTANCE OF 1286.03 FEET TO THE **POINT OF BEGINNING**.

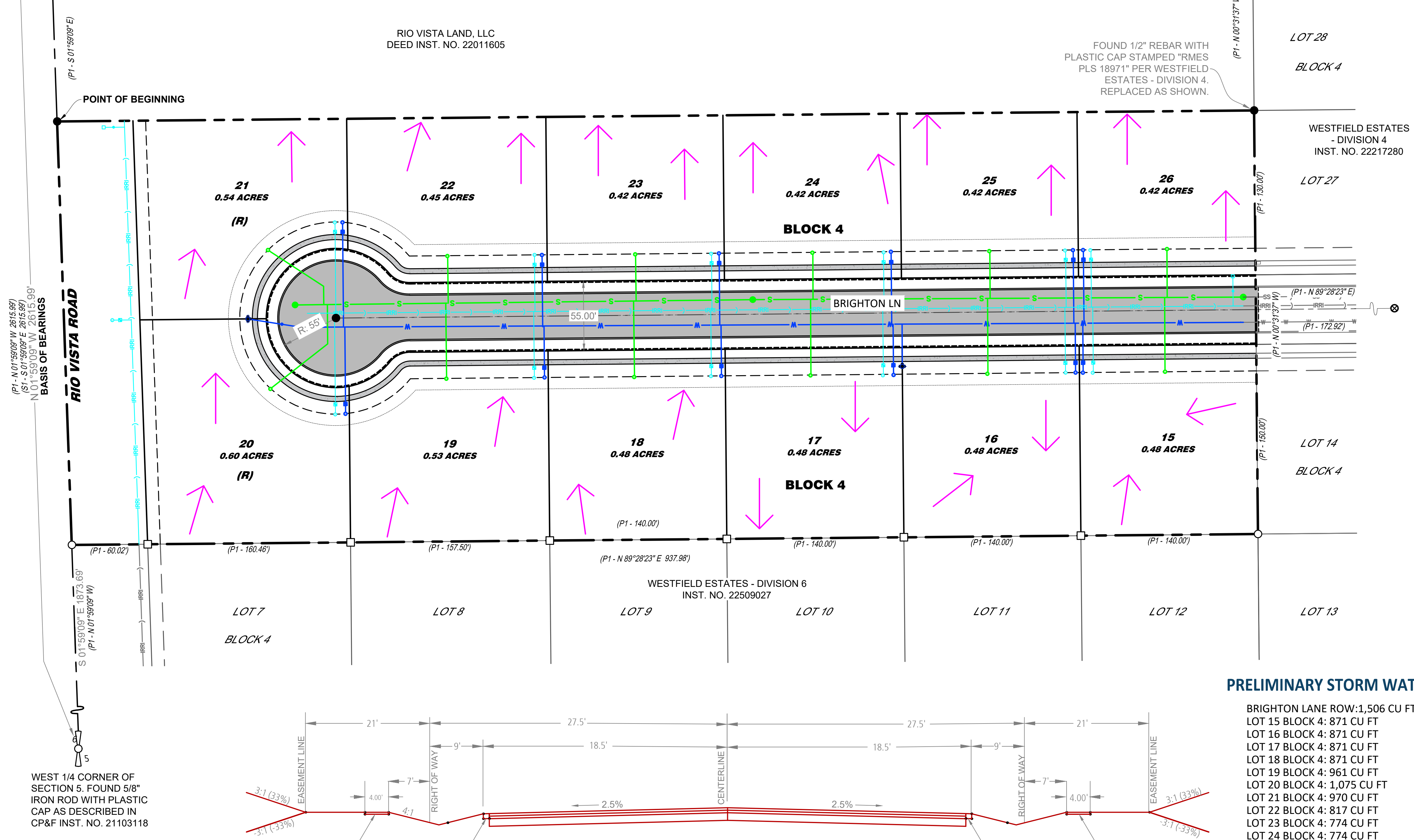
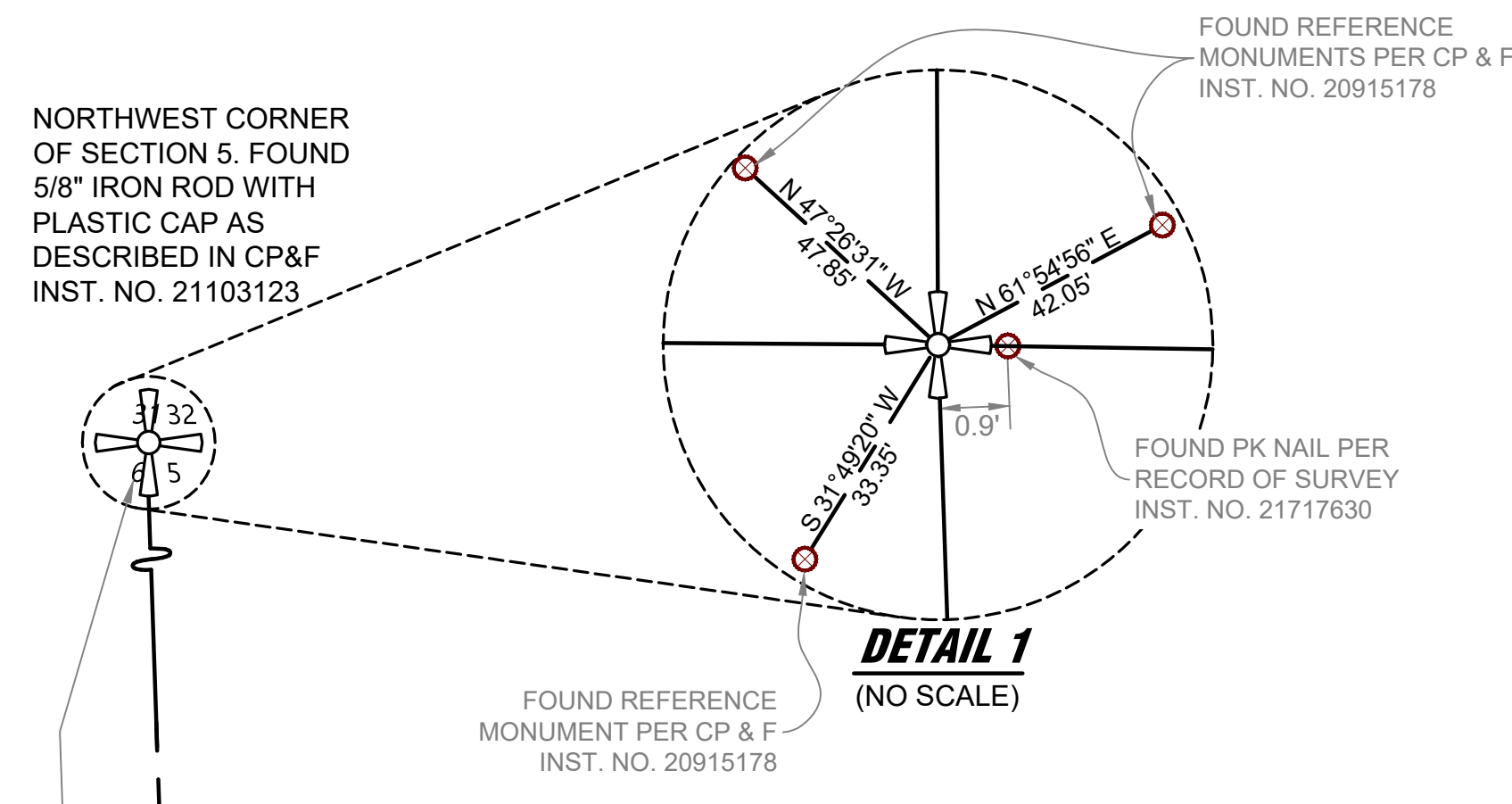
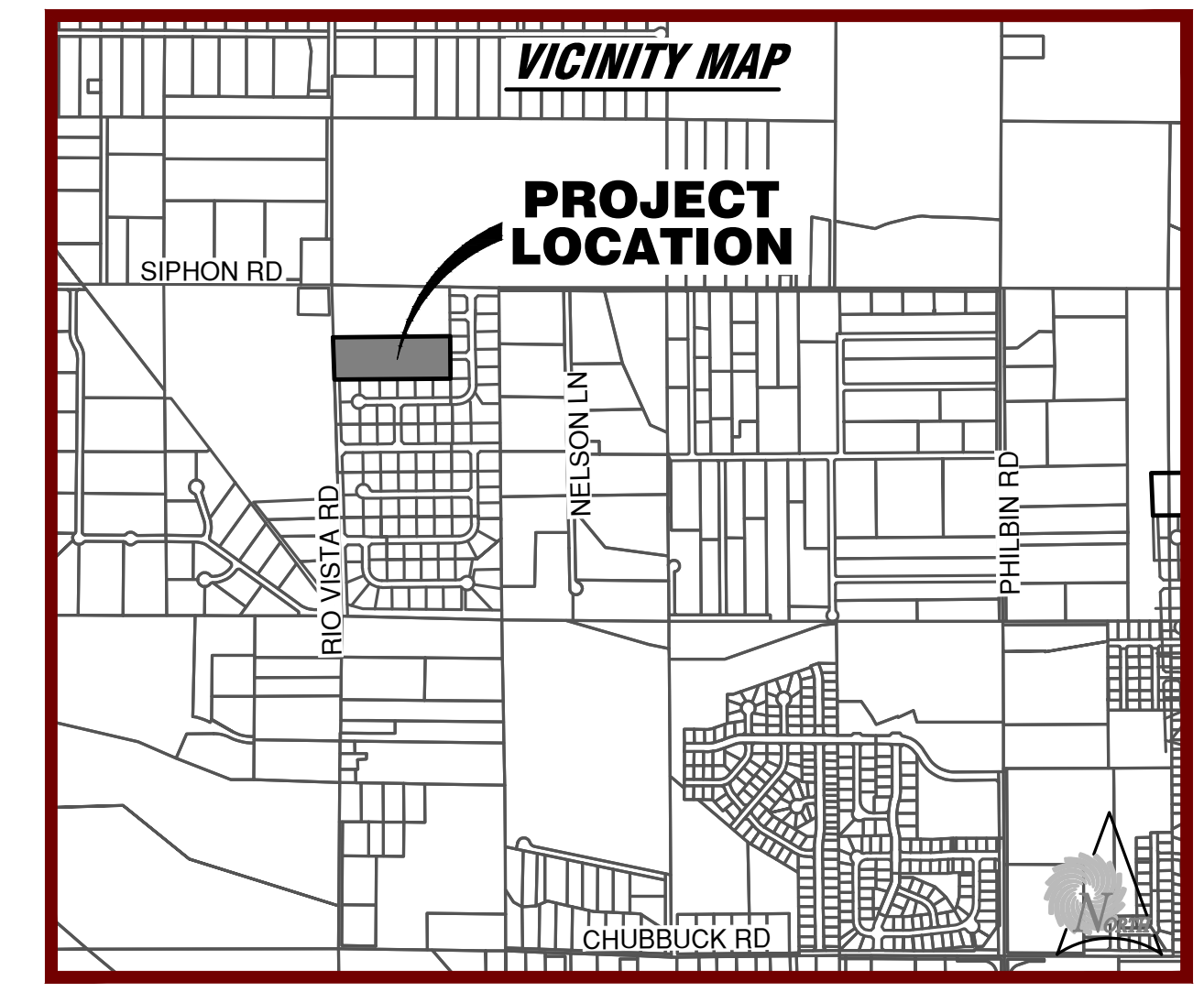
CONTAINING 16.77 ACRES, MORE OR LESS.

EXHIBIT 4

Drainage Plan

PRELIMINARY PLAT FOR: WESTFIELD ESTATES - DIVISION 7

LOCATED IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 6 SOUTH, RANGE 34 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO



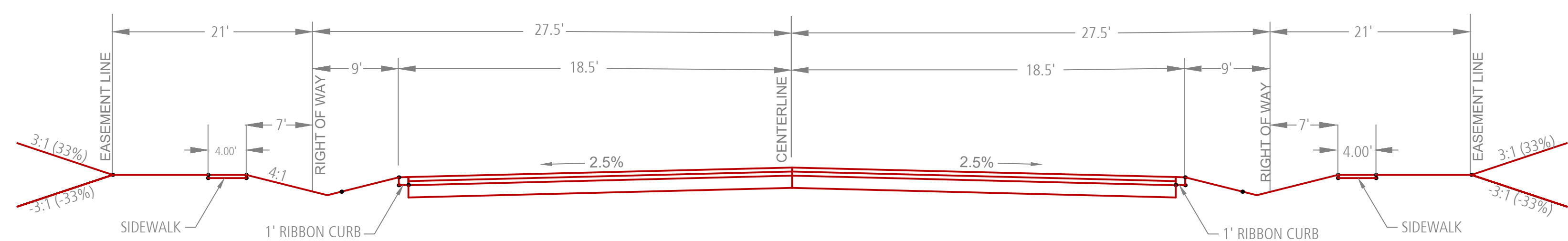
LEGEND

| | |
|--|-------------------------------------|
| | PROPOSED BOUNDARY LINE |
| | PROPOSED PROPERTY LINE |
| | PROPOSED EASEMENT LINE |
| | PROPOSED CENTER LINE |
| | SECTION LINE |
| | EXISTING EASEMENT LINE |
| | PROPOSED EASEMENT LINE |
| | SECTION LINE |
| | WATER LINE |
| | IRRIGATION LINE |
| | SEWER LINE |
| | STORM LINE |
| | UNDERGROUND / OVERHEAD POWER LINE |
| | GAS LINE |
| | TELEPHONE / FIBER LINE |
| | CABLE TV LINE |
| | SIDEWALK |
| | STANDARD CURB / RIBBON CURB |
| | FIRE HYDRANT / WATER VALVE |
| | WATER METER / WATER SERVICE |
| | IRRIGATION BOX / IRRIGATION SERVICE |
| | SEWER MANHOLE |
| | SEWER SERVICE |
| | STORM MANHOLE / STORM CATCH BASIN |
| | POWER POLE / POWER BOX |
| | GAS METER |
| | TELEPHONE BOX / FIBER OPTIC BOX |
| | CABLE TV BOX / STREET LIGHT |
| | DRAINAGE ARROW |

- ### NOTES
- CURRENT ZONE: RESIDENTIAL SUBURBAN
 - FUTURE DESIGNATION: MIXED USE
 - TOTAL AREA OF SUBDIVISION: 6.78 ACRES
 - LOT SIZE DATA
PROPOSED MIN: 0.42 ACRES
AVERAGE LOT SIZE: 0.45 ACRES
 - SUBDIVISION STATS
12 LOTS
 - ALL STREETS TO BE DEDICATED TO THE CITY OF CHUBBUCK FOR PUBLIC USE.
 - PUBLIC UTILITY EASEMENTS ALONG BRIGHTON LANE ARE 21.00' WIDE.
 - SEWER AND WATER TO BE CONNECTED TO THE CITY OF CHUBBUCK COLLECTION AND DISTRIBUTION SYSTEMS RESPECTIVELY.
 - ALL STORM WATER FOR BRIGHTON LANE TO BE RETAINED IN ROAD SIDE SWELLS
 - LOTS 20 & 21 OF BLOCK 4 SHALL ONLY HAVE ACCESS OF OFF BRIGHTON LANE
 - THE SUBDIVISION IS IN AN AREA OF CONCERN FOR ETHYLENE DIBROMIDE (EDB) GROUND WATER CONTAMINATION.
 - ALL SIDEWALKS WITHIN THE RIGHT-OF-WAY SHALL BE THE HOA'S RESPONSIBILITY WHILE LOCATED WITHIN THE COUNTY.
 - ALL EXISTING STRUCTURES SHALL MEET SETBACK REQUIREMENTS OF INSTRUMENT NUMBER 22127540. ALL LOTS SHALL FOLLOW SETBACK REQUIREMENTS OF CURRENT ZONE.

PRELIMINARY STORM WATER REQ.

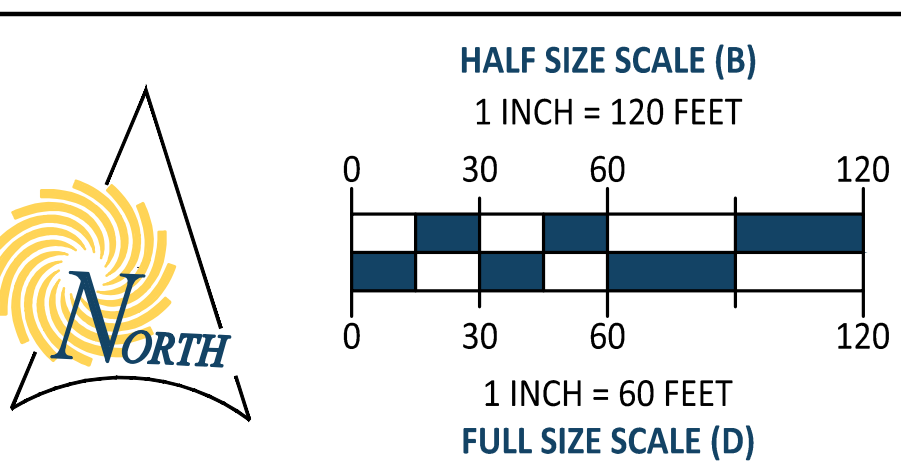
BRIGHTON LANE ROW: 1,506 CU FT
 LOT 15 BLOCK 4: 871 CU FT
 LOT 16 BLOCK 4: 871 CU FT
 LOT 17 BLOCK 4: 871 CU FT
 LOT 18 BLOCK 4: 871 CU FT
 LOT 19 BLOCK 4: 961 CU FT
 LOT 20 BLOCK 4: 1,075 CU FT
 LOT 21 BLOCK 4: 970 CU FT
 LOT 22 BLOCK 4: 817 CU FT
 LOT 23 BLOCK 4: 774 CU FT
 LOT 24 BLOCK 4: 774 CU FT
 LOT 25 BLOCK 4: 774 CU FT
 LOT 26 BLOCK 4: 774 CU FT



TYPICAL 55' STREET SECTION

INTELLECTUAL PROPERTY NOTICE

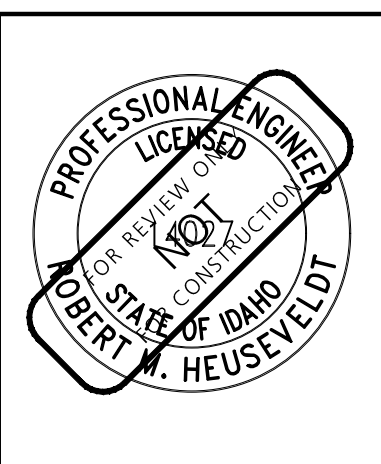
THE DESIGN, IDEAS, DRAWINGS CONTAINED WITHIN THIS SET OF ASSOCIATED DOCUMENTS ARE THE SOLE PROPERTY OF SE. THEY ARE SUBJECT TO COPYRIGHT OF SE. THEY ARE CREATED, EVOLVED AND DEVELOPED FOR USE ON THIS SPECIFIC PROJECT. ANY USE OF THESE DRAWINGS, DESIGNS, MATERIALS OR INFORMATION CONTAINED HEREIN, INCLUDING BUT NOT LIMITED TO COPYING OR REPRODUCTION, WHICH IS NOT EXPRESSLY AUTHORIZED BY SE, IS STRICTLY PROHIBITED AS AN INFRINGEMENT OF ITS COPYRIGHT AND WILL RESULT IN ENFORCEMENT UP TO THE FULLEST EXTENT OF THE LAW.



SHEET INFORMATION:

| | |
|----------------------------------|--------------------------|
| DRAWN BY: TJT | REVIEWER: RMH |
| CREATED: 03.26.2026 | LAST REVISED: 03.26.2026 |
| DEVELOPER INFORMATION: | |
| NAME: RIO VISTA LAND LLC | |
| CONTACT: TANNER STENQUIST | |
| INFO: tannerjstenquist@gmail.com | |

SHEET NAME: PRELIMINARY PLAT WESTFIELD ESTATES DIV. 7



SUNRISE ENGINEERING

600 EAST OAK STREET, POCA TELLO, ID 83201
 TELEPHONE 208.234.0110
 www.sunrise-eng.com

SHEET NUMBER
1 OF 1

EXHIBIT 5
VAR-21-12 Recorded Findings

BANNOCK COUNTY PLANNING & DEVELOPMENT COUNCIL

FINDINGS AND ORDER

INTRODUCTION

REQUEST: Applicant, Jay Christensen, seeks a variance from §337, Table of Building Bulk and Placement Standards, in the Residential Suburban Zone of the Bannock County Zoning Ordinance. Applicant requests to reduce the minimum front yard setback for the primary residential structure from 30' to 21', the minimum rear yard setback for residential accessory structures from 20' to 5' and the minimum side yard setback for residential accessory structures from 10' to 5'. This action for variance is to be applied to future phases of Westfield Estates Phases 4 through 8 on parcel number RPR3853006603.

APPLICANT:

Jay Christensen
812 E. Clark St.
Pocatello, Idaho 83201

OWNER:

Rio Vista Land, LLC
158 N. Main St.
Pocatello, Idaho 83204

PARCEL NUMBER AND LOCATION: The Bannock County tax parcel number is RPR3853006603 and is currently not addressed.

FINDINGS:

JUSTIFICATION FOR THE DECISION/CRITERIA, STANDARDS AND FACTS RELIED UPON

SITE CHARACTERISTICS AND ZONING:

ZONING: Residential Suburban
PROPERTY SIZE: ~44.07 acres

VIEWS: N. Rio Vista Road and W.
Siphon Road
EXISTING STRUCTURES: None
OTHER: NA

NOTICE AND TESTIMONY REQUIREMENTS:

Notice of the public hearing was completed according to statutory requirements. Public comment was taken according to statutory requirement

BANNOCK COUNTY PLANNING & DEVELOPMENT COUNCIL
FINDINGS AND ORDER: PERMIT VAR-21-12

Page 1

Bannock County Planning and Development Council

December 15, 2021

REQUIRED FINDINGS FOR VARIANCE:

1. The applicant has shown there **[is not]** a reasonable alternative.

This is based on:

DISCUSSION, STAFF FINDINGS, SIZE OF LOT WILL BE ANEXED IN THE FUTURE. FITS WITH A CITY LOT SIZE AND DEVELOPMENT.

2. The variance **[is not]** not in conflict with the public interest.

This is based on:

WHAT IS BEING REQUESTED IS LINE CITY OF CHUBBUCK AND ANEXATION.

3. The variance **[will not]** adversely affect adjacent property.

This is based on:

THIS BLANKETS THE WHOLE SUBDIVISION. NOT EFFECT ADJACENT PROPERTY.

4. If the variance is not granted, the applicant **[will not]** suffer undue hardship caused by the physical characteristics of the site.

This is based on:

~~THESE~~ APPLICANT IS BEING PROACTIVE FOR FUTURE OWNERS OF THESE PROPERTIES.

Conditions: _____

ORDER: CONCLUSION AND DECISION

The Planning and Zoning Commission, pursuant to the aforementioned, finds that the request of Jay Christensen, for a variance to reduce the minimum front yard setback for the primary residential structure from 30' to 21', the minimum rear yard setback for residential accessory structures from 20' to 5' and the minimum side yard setback for residential accessory structures from 10' to 5' in the Residential Suburban zoning district, this action for variance is to be applied to future phases of Westfield Estates Phases 4 through 8 as described in the application, shall be approved [denied] [tabled].

Motion by ED ULRICH, seconded by POLY ERCHUL to adopt the foregoing Findings and Order.

ROLL CALL:

| | |
|-----------------------|--|
| Councilperson Egan | Voted <u>(Yes)</u> [No] [Absent/Recused] |
| Councilperson Erchul | Voted <u>(Yes)</u> [No] [Absent/Recused] |
| Councilperson Heisler | Voted <u>(Yes)</u> [No] [Absent/Recused] |
| Councilperson Hill | Voted <u>(Yes)</u> [No] [Absent/Recused] |
| Councilperson Ulrich | Voted <u>(Yes)</u> [No] [Absent/Recused] |

Motion carried by a 5 to 0 vote.

Dated this 15th day of December, 2021.

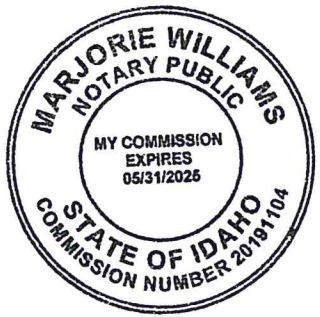
Wade Egan
Signed by (Chairperson) (Vice chair)

ACKNOWLEDGEMENT CERTIFICATE

State of Idaho)
S.S.
County of Bannock)

On this 15th day of December, in the year of 2021, before me Marjorie Williams, a notary public, personally appeared Wade Egan, personally known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that (she) (he) executed the same.

S
E
A
L



Marjorie Williams
Notary Public
My Commission Expires on 5/31 2025

BANNOCK COUNTY PLANNING & DEVELOPMENT COUNCIL
FINDINGS AND ORDER: PERMIT VAR-21-12
Page 3

BANNOCK COUNTY PLANNING & DEVELOPMENT COUNCIL STAFF REPORT
VARIANCE FROM FRONT, REAR AND SIDE YARD SETBACKS (CHRISTENSEN)

HEARING DATE: December 15, 2021

PERMIT: VAR-21-12

ii. §540 VARIANCES

AGENCY COMMENTS:

None received at the time of this report.

PUBLIC COMMENTS:

None received at the time of this report.

STANDARDS FOR GRANTING A VARIANCE (ZONING ORDINANCE §540.4)

The Planning and Development Council may grant a variance if it makes affirmative findings of fact on each of the following standards:

1. *The applicant has shown that there is no reasonable alternative.*

Staff Findings

The applicant requests a 21' front setback from the property line. The setback as described in the applicants CC&R's is that the front setback is 30' from the back of the ribbon curb in the right-of-way which is in conflict with county ordinance for front setback. However, under the development agreement with the City of Chubbuck, this development is denser in nature and performs more like a city development. This setback is commensurate with the City of Chubbuck standards.

In regards to the rear and side yard setbacks for accessory structures, the applicant desires this reduction for greater use of the property due to the denser nature of the development and smaller lot size. County standards for setbacks consider a much larger property size. These setbacks also comply with the City of Chubbuck development standards.

The submitted development drawings show the greatest use of the land for density.

2. *The variance is not in conflict with the public interest.*

Staff Findings

Staff finds that the variance does not appear to be in conflict with the public interest. There are similar adjacent uses but on larger parcels. The Council should determine if any aspect of the proposed variance is in conflict with the public interest based on information provided by the applicant and any public testimony.

3. *The variance will not adversely affect adjacent property.*

Staff Findings

This action will not adversely affect adjacent property owners if this action is granted due to the denser nature of the development. Council should determine if any aspect of the proposed variance is in conflict with the adjacent property owner's interest based on information provided by the applicant and any public testimony.

BANNOCK COUNTY PLANNING & DEVELOPMENT COUNCIL
VARIANCE – Christensen
Page 5 of 6

Bannock County Planning and Development Council
December 15, 2021
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BANNOCK COUNTY PLANNING & DEVELOPMENT COUNCIL STAFF REPORT
VARIANCE FROM FRONT, REAR AND SIDE YARD SETBACKS (CHRISTENSEN)

HEARING DATE: December 15, 2021

PERMIT: VAR-21-12

4. *If the variance is not granted, the applicant will suffer undue hardship caused by the physical characteristics of the site.*

Staff Findings

The Council should discuss the information provided by the applicant and determine if the variance is denied, if the applicant will suffer an undue hardship caused by the physical characteristics of the site.

IDAHO CODE REGARDING VARIANCES

- IC 67-6516: VARIANCE — DEFINITION — APPLICATION — NOTICE — HEARING. Each governing board shall provide, as part of the zoning ordinance, for the processing of applications for variance permits. A variance is a modification of the bulk and placement requirements of the ordinance as to lot size, lot coverage, width, depth, front yard, side yard, rear yard, setbacks, parking space, height of buildings, or other ordinance provision affecting the size or shape of a structure or the placement of the structure upon lots, or the size of lots. A variance shall not be considered a right or special privilege, but may be granted to an applicant only upon a showing of undue hardship because of characteristics of the site and that the variance is not in conflict with the public interest. Prior to granting a variance, notice and an opportunity to be heard shall be provided to property owners adjoining the parcel under consideration and the manager or person in charge of the local airport if the variance could create an aviation hazard as defined in section 21-501, Idaho Code. Denial of a variance permit or approval of a variance permit with conditions unacceptable to the landowner may be subject to the regulatory taking analysis provided for by section 67-8003, Idaho Code, consistent with the requirements established thereby.

REPORT BY:

Hal W. Jensen
halj@bannockcounty.us
(208) 236-7230

REPORT DATED:

December 6, 2021

**Staff comments in this report are based solely upon evidence available at the time of the report. Additional information may be brought to light at or before the hearing.*

EXHIBITS:

1. Application for Variance
2. Evidence of Notices (on file with Staff)
3. Zoning Ordinance Excerpts: (on file with Staff)
 - a. §327 – RESIDENTIAL SUBURBAN
 - b. §540 – VARIANCES
4. Comments Received (if any)

BANNOCK COUNTY PLANNING & DEVELOPMENT COUNCIL
VARIANCE – Christensen
Page 6 of 6

Bannock County Planning and Development Council
December 15, 2021
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EXHIBIT 6
Agency Comments



**Public Works Department
Development Services Division**

290 E. Linden Avenue, Chubbuck, ID 83202
208.237.2430
www.CityofChubbuck.us

April 2, 2026

Sunrise Engineering
Attn: David Assan
600 E. Oak St.
Pocatello, Idaho 83201

RE: Westfield Estates Division 7 Preliminary Plat

Dear David,

Our office has reviewed the preliminary plat submitted with the revision date of 03.31.2026 for Westfield Estates Division 7 and found that it appears to meet the City of Chubbuck subdivision requirements.

Sincerely,

A handwritten signature in black ink that reads "Sean Harris".

Sean Harris
Development Services Manager

FINDINGS

**BANNOCK COUNTY PLANNING & DEVELOPMENT COUNCIL
FINDINGS AND ORDER**

**PRELIMINARY PLAT–WESTFIELD ESTATES DIVISION 7
MEETING DATE: MAY 20, 2026**

FILE #: SPP-26-3
LOCATION: RPR3853006606, currently unaddressed.

| | |
|---|--|
| APPLICANT: Sunrise Engineering David Assan 600 E. Oak Street Pocatello, ID 83201 | OWNER: Rio Vista Land LLC 158 S. Main Street Pocatello, ID 83204 |
|---|--|

REQUEST & BACKGROUND: David Assan proposes to subdivide approximately 6.78 acres of land into 12 lots. The development proposes City of Chubbuck water and sewer. The buildable lots would range between 0.42 acres and 0.60 acres in size. This subdivision is located ~0.53 miles from the City of Chubbuck boundary.

**FINDINGS:
JUSTIFICATION FOR THE DECISION/CRITERIA, STANDARDS AND FACTS RELIED UPON**

SITE CHARACTERISTICS AND ZONING:
ZONE: Residential Suburban (RS)
PROPERTY SIZE: ~6.78 acres
VIEWS: The property is visible from all directions.
IMPACT AREA: City of Chubbuck
FLOOD ZONE: X, minimal
TERRAIN: Relatively flat
EXISTING STRUCTURES: None

CRITERIA FOR APPROVAL:

1. The preliminary plat **[is] [is not]** in conformance with the Bannock County Planning and Development Council’s approved Concept Plan, all applicable provisions of the Bannock County Subdivision Ordinance, other County Codes and Ordinances, and Idaho Code.

2. The street plan for the proposed subdivision **[will] [will not]** permit its development in accordance with the Bannock County Subdivision Ordinance.

3. The street plan for the proposed subdivision **[will] [will not]** permit the development of adjoining land by providing access to that land by right of way dedicated to the County, or a developed street to the property boundary.

4. Lot lines and roads **[do] [do not]** relate to land shapes and existing development.

CONDITIONS (If any)

ORDER: CONCLUSION AND DECISION

The Planning and Development Council, pursuant to the aforementioned, finds that the request of the Preliminary Plat for Westfield Estates Division 7, as described in the application, shall be **[approved] [denied] [tabled]**.

Motion by _____, seconded by _____ to adopt the foregoing Findings and Order.

ROLL CALL:

| | |
|-------------------------|--|
| Councilperson Dimick | Voted [Yes] [No] [Absent/Recused] |
| Councilperson Madsen | Voted [Yes] [No] [Absent/Recused] |
| Councilperson Selleneit | Voted [Yes] [No] [Absent/Recused] |
| Councilperson Ulrich | Voted [Yes] [No] [Absent/Recused] |
| Councilperson Ward | Voted [Yes] [No] [Absent/Recused] |

Motion carried by a _____ to _____ vote.

Dated this _____ day of _____, 2026.

Signed by (Chairperson) (Vice Chair)

ACKNOWLEDGEMENT CERTIFICATE

State of Idaho)
S.S.
County of Bannock)

On this _____ day of _____, in the year of 2026, before me _____, a notary public, personally appeared _____, personally known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that (she) (he) executed the same.

| | |
|---|---------------------------------------|
| S | _____ |
| E | Notary Public |
| A | My Commission Expires on _____ 20____ |
| L | |

MOTION

EXAMPLE MOTION

APPROVAL (WITH CONDITIONS):

Having reviewed the application, staff report, and all testimony presented tonight as part of the record, and based on the criteria for a Subdivision Preliminary Plat, and having found that those criteria for approval are satisfied, I move to approve the Preliminary Plat for Westfield Estates Division 7, as described in the application and staff report, with the following conditions:

1.
2.

APPROVAL (NO CONDITIONS):

Having reviewed the application, staff report, and all testimony presented tonight as part of the record, and based on the criteria for a Subdivision Preliminary Plat, and having found that those criteria for approval are satisfied, I move to approve the Preliminary Plat for Westfield Estates Division 7, as described in the application and staff report.

DENIAL:

Having reviewed the application, staff report, and all testimony presented tonight as part of the record, and based on the criteria for a Subdivision Preliminary Plat, and having found that those criteria for approval are not satisfied, I move to deny the Preliminary Plat for Westfield Estates Division 7, as described in the application and staff report.

I find that the petition fails to comply with... (cite specific standards which are not met and why).

AGENDA ITEM NO.6

Subdivision Preliminary Plat - Replat of Deer
Valley Reserve & Deer Valley Reserve Division 2

REMOVED FROM AGENDA

AGENDA ITEM NO. 7

Items of Interest

- a) Update on recommendations to Commissioners
- b) Discussion of upcoming hearing items
- c) Announcements