

# Valley County Planning and Zoning Department

219 N. Main  
PO Box 1350  
Cascade, ID 83611  
www.co.valley.id.us  
cherrick@co.valley.id.us  
208-382-7115



## Variance Application

See Section 9-5H-10 Valley County Code

TO BE COMPLETED BY THE PLANNING AND ZONING DEPARTMENT	
FILE # <u>V-4-22</u>	<input checked="" type="checkbox"/> Check # <u>96</u> or <input type="checkbox"/> Cash
ACCEPTED BY _____	FEE \$ <u>50.00</u>
CROSS REFERENCE FILE(S): _____	DATE <u>7-28-2022</u>
PROPOSED USE: <u>shared driveway thru C.U.P. 22-33</u>	
<input checked="" type="checkbox"/> Shared Driveway	<input type="checkbox"/> Setback Variance
<input type="checkbox"/> Other	

Applicant Name SKBarton Invest LLC / Shawn & Kara Barton

Applicant Signature [Signature] Date 7/26/22

Mailing Address 1272 Canyon Rim Rd.

Twin Falls Idaho 83331

Phone [Redacted] Email [Redacted]

Property Parcel Number RP 16N03E276605

Subdivision (if applicable) \_\_\_\_\_

Parcel Physical Address No address established as of application date

### Required Attachments

1. Proposed Site Plan
2. Narrative statement demonstrating:
  - That special conditions and circumstances exist which are not a result from any action of the Applicant, which are peculiar to the land use or structure involved, and which are not applicable to other similar or adjacent lands, uses, or structures.
  - That granting the variance requested will not result in any special privilege otherwise denied to other similar or adjacent lands, uses, and structures.
3. Shared Driveway Variances require a shared driveway maintenance agreement. The shared driveway must be built to the satisfaction of the relevant fire department.

Pursuant to "Idaho Code", Section 67-6516 and Section 9-5H-10 of the Valley County Code, the Planning and Zoning Commission shall be empowered to grant variances relaxing or modifying the requirements of the Valley County Land Use and Development Ordinance with respect to lot size, setbacks, parking space, height of buildings, or other provisions of this Ordinance affecting the size or shape of a structure or the placement of the structure upon lots, and other land use requirements of this ordinance.

**A variance may be granted if:**

- the applicant can prove undue hardship is a result of characteristics of the site,
- that special conditions and circumstances exist which are not a result from any action of the applicant, which are peculiar to the land use or structure involved, and which are not applicable to other similar or adjacent lands, uses, or structures, and
- that granting the variance requested will not result in any special privilege otherwise denied to other similar or adjacent lands, uses, and structures.

In the case of the Planned Unit Development (PUD) involving variations from the requirements of this Ordinance, it shall not be necessary for the applicant to file a separate application for such variances.

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**Procedure:**

- When an application has been submitted, it will be reviewed in order to determine compliance with application requirements. A hearing date will be scheduled only after an application has been accepted as complete or if applicant requests the hearing in writing.
- The fee set by resolution of the Board of County Commissioners shall accompany the variance application. The fee is \$250.00. An administrative shared driveway variance fee is \$50.00
- An application for a variance shall be reviewed by the Administrator and the Planning & Zoning Commission in accordance with Valley County Code Section 9-5H-11. The Administrator shall post notice of the public hearing to the applicant, adjoining property owners, and the public in accordance with Section 9-5H-6B.
- A variance may be granted if the Planning & Zoning Commission makes specific findings of fact based directly on the particular evidence in the application which support conclusions that the above conditions have been met by the applicant.
- Within ten (10) days after a decision has been rendered, the Administrator or staff shall provide the applicant with written notice of the action by regular mail if so requested by the applicant.
- The Planning & Zoning Commission's decision shall be a recommendation to the Board of County Commissioners.
- The County Clerk, upon receipt of a recommendation from the Commission, shall set the item on the agenda of the Board at the earliest possible regular Board meeting.
- The Board shall consider and act upon the Commission's recommendations by following the procedures outlined in Valley County Code Section 9-5H-11.
- A permit for the variance may be issued by the Administrator or staff after approval of the Board of County Commissioners.
- Subject to Idaho Statute 55:22 Underground Facilities Damage Prevention.

**DRAFT**

This Shared Driveway Maintenance Agreement is made [date], between SKBartonInvestLLC, address when established ("Party A"), and Shawn and Kara Barton, address when established ("Party B"), for the purpose of governing the maintenance, improvement, and repair the driveway shared by their 2 adjoining parcels.

1. **Property affected.** Party A is the owner of Parcel A, which is described as RP16N03E342405, and Party B is the owner of Parcel B, which is described as RP16N03E246604.
2. **Driveway description.** Parcel A and Parcel B share a driveway, this shared driveway created by **easement**. The shared driveway is described as [legal description of the shared driveway].
3. **Purpose of this agreement.** Party A and Party B have entered into this agreement to govern the maintenance, improvement, and repair of the share driveway. This agreement will schedule the maintenance, improvement, or repair of the driveway.
4. **Sharing of costs for maintenance, improvement, repair, and removal of snow and ice.** Party A and Party B agree to each be responsible for 50% of the cost of maintenance of the Shared Driveway, including without limitation, maintenance, improvement or repair of the driveway surface and snow and ice removal.
5. **Creation of the right to a lien for nonpayment.** Party A and Party B agree that the other party shall have the right to place a lien against the property of the other for the other party's nonpayment of 50% of the costs of maintenance, improvement, or repair of the shared driveway or removal of snow and ice.
6. **Responsibility for snow and ice removal.** Party A shall be responsible for removing snow and ice from the shared driveway, either personally or through the engagement of an outside contractor.

7. **Maintenance, Improvement or Repair.** Party A and Party B agree to 50% of the cost of grading (bi-annually), graveling (annually) and dust abatement (annually).

8. **Transferees, Successors and Assigns.** Party A and Party B intend this agreement to bind and benefit the owners and occupiers of both parcels and their transferees, successors, and assigns.

/s/   
[Typed name of Party A]

STATE OF IDAHO       )  
VALLEY COUNTY       )

Acknowledged before me in Valley County, Idaho [date] by [name of person acknowledged].

/s/ \_\_\_\_\_  
[Notary public's name, as it appears on application for commission]  
Notary public, State of Idaho, County of Valley.  
My commission expires [date].  
[If acting in county other than county of commission: Acting in the County of [county].]

/s/   
[Typed name of Party B]

STATE OF IDAHO       )  
VALLEY COUNTY       )

Acknowledged before me in Valley County, Idaho [date] by [name of person acknowledged].

/s/ \_\_\_\_\_  
[Notary public's name, as it appears on application for commission]  
Notary public, State of Idaho, County of Valley.  
My commission expires [date].  
[If acting in county other than county of commission: Acting in the County of [county].]

**DRAFT**