



## DEVELOPMENT AND ANNEXATION AGREEMENT

### Quiet Ridge Annexation (Fair)

(File No. ANNEX-0015-2020/SUBD-0019-2020)

THIS AGREEMENT is made this 16 day of Feb, 2021, by and between the **City of Post Falls**, a municipal corporation organized and existing pursuant to the laws of the State of Idaho, with its principal place of business at 408 N. Spokane Street, Post Falls, ID, and **David C. Fair and Marnie L. Fair**; 3875 N Chase Rd, Post Falls, ID 83854.

WHEREAS, **David C. Fair and Marnie L. Fair** (hereinafter collectively referred to as the "Owner") owns a tract of land (hereinafter the "Property") adjacent to the city limits of the City of Post Falls (hereinafter the "City"), which the Owner wishes to annex and develop within the City; and

WHEREAS, the legal description and depiction of the Property is attached hereto as Exhibit "A"; and

WHEREAS, The Post Falls Planning and Zoning Commission has approved, subject to the successful completion of the annexation process, a subdivision of a portion of the Property, which is commonly known as Quiet Ridge. A copy of the approved Reasoned Decision for the Quiet Ridge subdivision is attached hereto as Exhibit "B"; and

WHEREAS, the Mayor and City Council of the City have determined it to be in the best interests of the City to annex the Property subject to the Owner performing the covenants and conditions in this Agreement.

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

#### ARTICLE I: PURPOSE AND DESCRIPTION OF PROPERTY

- 1.1. Purpose: Owner enters into this Agreement in order to obtain annexation of the Property while the City seeks to obtain partial mitigation of the impacts of annexation of the Property on the City. Owner acknowledges that City has no duty to annex the Property and that the promises of Owner contained in this Agreement are an inducement for City to do so. The term "Owner" includes any successor in interest in the Property.
- 1.2. Description of the Property: The Property is generally located 850' south West Prairie Avenue and west of North Chase Road and is more particularly described in Exhibit "A".

## ARTICLE II: STANDARDS

- 2.1. Construct to City Standards: Owner agrees that all improvements required by this Agreement or by City codes will be built to City standards or to the standards of any public agency providing service to the Property. Owner agrees to adhere to all City policies and procedures; including, but not limited to sanitary sewer improvements, water lines, fire hydrants, parks, flood works, storm water management, curbs, sidewalks, street trees, streetlights, pedestrian/bicycle facilities and roads. Such policies include extending utility lines in a manner acceptable to the City to make service available to adjoining lands and limitations on gaining site access from arterial and collector roadways (including the KMPO Critical Access Corridor Policy).
- 2.2. Applicable Standards: Owner agrees that all laws, standards, policies and procedures regarding public improvement construction that the Owner is required to comply with or otherwise meet pursuant to this Agreement or City codes are those in effect when construction is commenced. If Owner fails to comply with applicable laws in the course of constructing improvements, public or otherwise, on the Property, the Owner consents to the City withholding further development approvals for the Property including, but not limited to, building permits, certificates of occupancy, site plan approval, and subdivision approval until such compliance is attained. Owner waives, on behalf of itself and its successors in interest, any and all claims against the City relating to the City withholding development approval as authorized by this Section.
- 2.3. Inspection and Testing: Owner agrees that it will retain the services of a civil engineer, licensed by the State of Idaho, to perform construction inspection and testing during the construction of all public improvements on the Property. Owner agrees to provide copies of all field inspection reports and test results to the City Engineer accompanied by a certification that the improvements have been installed in compliance with applicable City requirements prior to requesting that the City accept the public improvements for ownership and maintenance. The inspection, testing and certification reports must be provided at no cost to the City. Owner agrees that a representative of the City must be present at the pressure testing of water mains and sanitary sewer mains. Owner agrees to provide the City with at least twenty-four (24) hours-notice before such testing.
- 2.4. As-Built Drawings: Owner agrees to provide accurate "as-built" drawings of public improvements to the City within thirty (30) days of the date of substantial completion of construction of any public improvement on the Property. If as-builts are not provided as required by this Agreement, the Owner agrees that the City may withhold further development approvals for the Property as provided in Section 2.2 and waives, on behalf of itself and its successors in interest, any and all claims against the City relating to the City withholding development approvals. The Owner understands and agrees that the City will not accept public improvements for maintenance or allow occupancy of constructed improvements on the Property until accurate "as-builts" are provided and until planned improvements have complied with the inspection requirements contained in Section 2.3 and have been accepted for public maintenance or approved for private use.
- 2.5. Compliance with Conditions of Approval: The conditions of approval for the subdivision of the portions of the Property attached as Exhibit "B" are expressly incorporated into

this Agreement as binding provisions for those portions of the Property that are subject to the approved subdivision. As such, Owner specifically agrees to fulfill each condition of approval as if each condition was specifically enumerated in this Agreement.

- 2.6 Farming Uses: Owner does not desire to develop the bulk of the Property at this time and desires to continue farming on the Property until such time as the Owner develops the Property. The Property is currently used for farming activities. As such, the farm is considered a grandfathered legal non-conforming use upon annexation of the Property and may continue until such time as Owner further subdivides or develops the Property.

### ARTICLE III. UTILITIES AND PUBLIC SERVICES

- 3.1. Water: Owner agrees to use a public water supply system for any development of the Property and to pay all required fees and charges including all connection and/or capitalization charges generally applicable at the time service is requested. If water service cannot be obtained from a public water supply system that has the legal authority to provide service to the Property, the Owner may seek to obtain water service from any lawful source whether public or private beginning 90 days after the date that the Owner requested water service from each public water supply system that has legal authority to serve the Property.
- 3.1.1. Water Rights: Prior to commencement of development of the Property, Owner agrees to grant, in a form acceptable to the grantee, to the public water supply system agreeing to provide water service to the Property all water rights associated with the Property in order to assure that the public water supply system has adequate water rights to supply domestic water to the Property.
- 3.2. Wastewater Reclamation: The Owner agrees to use the Post Falls Sanitary Sewer system for all development of the Property and to be responsible for all required fees and charges including all connection and/or capitalization charges generally applicable at the time service is requested. Sanitary sewer service will be provided in accordance with rules and regulations of the City. The City does not warrant that sanitary sewer capacity will be available at the time Owner requests connection to the sanitary sewer system. If sanitary sewer capacity cannot be assured within 90 days of the date that service is requested by the Owner, the Owner is authorized to provide service by resorting to any lawful public or private alternative so long as legal requirements can be met.
- 3.2.1. Connection of Existing Structure to Sanitary Sewer Infrastructure: Any existing structures located on the Property at the time of this Agreement that are serviced by a septic system must be connected to the Post Falls Sanitary Sewer system or removed at the time of any development on the Property and the existing septic system abandoned in compliance with all legal requirements. Owner is solely responsible for the costs of connecting to the sanitary sewer and abandoning the septic system.
- 3.3. Maintenance of Private Sanitary Sewer and Water Lines: The Owner acknowledges that the City is not responsible for maintenance of any private sanitary sewer lines or water lines including appurtenances, within the Property.

- 3.4. Size of Water and Sewer Mains: The Owner agrees on-site water and sewer mains will be adequately sized to provide service to the Property as determined by the entity providing water or sewer service to the Property. For water and sewer lines to be dedicated to the City, the City will determine the appropriate main size based on adopted City master plans and may require the Owner to oversize the mains or to construct the mains with increased depth beyond the size/depth needed to serve the Property. If required to oversize water or sewer mains (including additional depth), the Owner may request reimbursement for oversizing costs during the subdivision or other development approval process.
- 3.5. Garbage Collection: The Owner agrees that upon the expiration of the term of any contract to provide garbage collection services to the Property, that the Owner will begin using the garbage collection service in effect with the City of Post Falls.

#### ARTICLE IV. PUBLIC PROPERTY DEDICATIONS

- 4.1. Rights of Way and Easements: As partial consideration for this Agreement, Owner agrees to dedicate the following grants of rights of way and easements to the City at the time of execution of this Agreement:
- 4.1.1. By grant of easement in a form acceptable to the City, Owner will grant a 15-foot wide easement along Chase Road for both utilities, sidewalks, and storm drainage.
- 4.1.2. By grant of right-of-way in a form acceptable to the City, Owner will dedicate a 55-foot (1/2 road) right-of-way along Chase Road.

#### ARTICLE V. CONSIDERATION/FEES

- 5.1. Owner's Consideration: In addition to other consideration contained in this Agreement, Owner agrees to provide specific consideration to the City in the amounts and at the times specified in this Article. The sums specified are deemed by the parties to be reasonable in exchange for benefits provided by the City to the Owners' use and development of the Property, including, but not limited to; public safety, street services, police equipment, community and traffic planning. The following consideration may be used in any manner that the City, in its sole discretion decides.
- 5.2. Annexation Fee: Prior to issuance of a permit for any development on the Property, the Owner, or their successors in interest, must pay the appropriate annexation fee in effect at the time of the issuance of the permit as adopted by the City Council by resolution.
- 5.3. No Extension of Credit: The parties, after careful consideration of the actual burdens on the City, have agreed to a specific timeline in which those burdens will occur. This Article anticipates specific payment at a specific date and is in no manner a loan of services or an extension of credit by the City.
- 5.4. Other Fees: Additionally, the Owner agrees to pay all required fees and charges including but not necessarily limited to water hook-up fee(s), water connection (capitalization)

fee(s), sanitary sewer connection (capitalization) fee(s) and building permit fees and any applicable impact fees that may be imposed. Fees referred to in this Section are established by City ordinance and/or resolution and arise independent of this Agreement.

- 5.5. City's Consideration: Upon the proper execution and recordation of this Agreement, the City will prepare for passage an annexation ordinance annexing the Property. The parties agree that until the date of publication of the annexation ordinance, no final annexation of Owners' property will occur.

## ARTICLE VI. MISCELLANEOUS

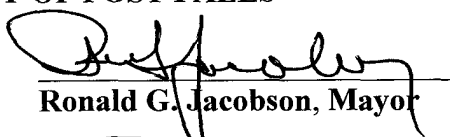
- 6.1. Subdivision: The parties acknowledge that in the event the Owner desires to sell a portion of the Property rather than the Property as a whole, that a plat may be necessary. Owner agrees that in the event a plat is necessary, Owner will submit a proper subdivision plat and comply with the subdivision ordinance in effect at the time of the desired division.
- 6.2. De-annexation: Owner agrees that in the event the Owner fails to comply with the terms of this Agreement, defaults, or is otherwise in breach of this Agreement, the City may de-annex the Property and terminate utility services without objection from owners, assigns or successors in interest of such portions of the Property as the City in its sole discretion decides. Owner waives, on behalf of itself and any successors in interest, any claims it may have against the City for de-annexing the Property as allowed by this Section.
- 6.3. Owner to Hold City Harmless: The Owner further agrees it will indemnify, defend (in the City's sole option, and hold the City harmless from any and all causes of action, claims and damages that arise, may arise, or are alleged, as a result of the Owner's development, operation, maintenance, and use of the Property. Owner further agrees to pay City's legal costs, including reasonable attorney fees in the event this annexation is challenged in a court of law. Payment for City's legal costs will be remitted within thirty (30) days after receipt of invoice from the City for legal expenses.
- 6.4. Time is of the Essence: Time is of the essence in this Agreement.
- 6.5. Merger and Amendment: All promises and prior negotiations of the parties' merge into this Agreement and the representations, warranties, covenants, conditions and agreements of the parties contained in the Agreement shall survive the acceptance of any deeds and/or easements. The parties agree that this Agreement may only be amended by a written instrument that is signed by both parties. The parties agree that this Agreement will not be amended by a change in law.
- 6.6. Effect on City Code: The parties agree that Agreement is not intended to replace any other requirement of City Code and that its execution does not constitute a waiver of requirements established by City ordinance or other applicable provisions of law.
- 6.7. Recordation: The Owner agrees this Agreement will be recorded by the City at the Owner's expense.

- 6.8. Section Headings: The section headings of this Agreement are for clarity in reading and not intended to limit or expand the contents of the sections to which they apply.
- 6.9. Incorporation of Recitals and Exhibits: The recitals to this Agreement and all exhibits referred to in this Agreement are incorporated herein by this reference and made a part of this Agreement.
- 6.10. Compliance with Applicable Laws: Owner agrees to comply with all applicable laws.
- 6.11. Covenants Run with the Land: The covenants contained herein to be performed by the Owner are binding upon the Owner and Owner's heirs, assigns and successors in interest, and shall be deemed to be covenants running with the land.
- 6.12. Promise of Cooperation: Should circumstances change, operational difficulties arise or misunderstandings develop, the parties agree to meet and confer at the request of either party to discuss the issue and proposed solutions. Further, each party agrees not to bring a claim, initiate other legal action or suspend performance without meeting directly with the other party regarding the subject matter of the disagreement and if the parties cannot amicably resolve the disagreement, retain a mediator, acceptable to both parties, to mediate a solution to the disagreement.
- 6.13. Severability: Should any provision of this Agreement be declared invalid by a court of competent jurisdiction the remaining provisions continue in full force and effect and must be interpreted to effectuate the purposes of the entire Agreement to the greatest extent possible.
- 6.14. Enforcement - Attorney's Fees: Should either party require the services of legal counsel to enforce compliance with the terms of this Agreement, the prevailing party will be entitled to its reasonable attorney's fees and related costs of enforcement.

IN WITNESS WHEREOF, the City of Post Falls has caused this Agreement to be executed by its Mayor and City Clerk, and the Owner has executed this Agreement to be effective the day and year first above written.

**CITY OF POST FALLS**

By:

  
Ronald G. Jacobson, Mayor

Attest:

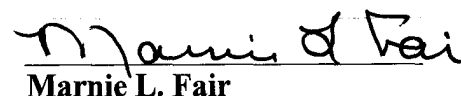
  
Shannon Howard, City Clerk

**PROPERTY OWNERS**

By:

  
David C. Fair

By:

  
Marnie L. Fair

## ACKNOWLEDGEMENTS

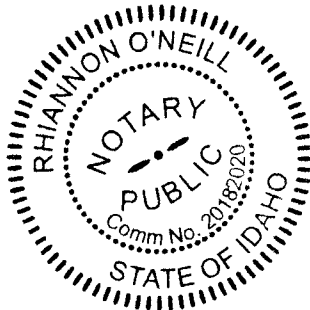
STATE OF IDAHO )  
 : ss  
County of Kootenai )

On this 16 day of Feb, 2021, before me, a Notary for the State of Idaho, personally appeared **Ronald G. Jacobson and Shannon Howard** known, or identified to me to be the **Mayor and City Clerk**, respectively of the City of Post Falls, Kootenai County, Idaho, executing the herein instrument, and acknowledged to me that such City of Post Falls executed the same.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal the date and year in this certificate first above written.

*[Signature]*

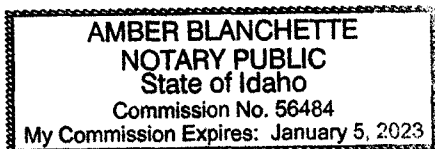
Notary Public for the State of Idaho  
Residing at: PO BOX 1411  
Commission Expires: 10.12.24

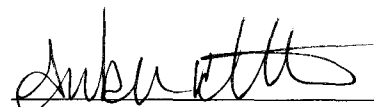


STATE OF IDAHO )  
 )  
 ) :SS  
County of Kootenai )

On this 8 day of February, 2021, before me, a Notary for the State of Idaho, personally appeared **David C. Fair**, known, or identified to me to be the person(s) whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal the date and year in this certificate first above written.

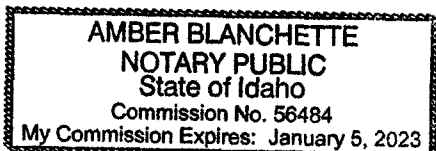



  
Notary Public for the State of Idaho  
Residing at: Kootenai County  
Commission Expires: January

STATE OF IDAHO                     )  
  :SS  
County of Kootenai                 )

On this 8 day of February, 2021, before me, a Notary for the State of Idaho, personally appeared **Marnie L. Fair**, known, or identified to me to be the person(s) whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal the date and year in this certificate first above written.



  
Notary Public for the State of Idaho  
Residing at: Kootenai County  
Commission Expires: January 5, 2023





## **STRATTON LAND SERVICES, INC.**

8068 W. MAIN ST. UNIT 1

RATHDRUM, ID 83858

[rob@strattonis.com](mailto:rob@strattonis.com)

PHONE: (208) 687-2854

(888) 687-2854

[www.strattonis.com](http://www.strattonis.com)

**SURVEYING & ENGINEERING**

27 October 2020

Project #18002 Fair

Description for City of Post Falls Annexation (Parcels 1 & 2):

That portion of tract 80 of the plat of Greenacres Irrigation District Plat #4 as recorded with Kootenai County in book 'B' of plats at page 55, located in northeast quarter of section 28, township 51 north, range 5 west of the Boise Meridian, Kootenai County, Idaho, more particularly described as;

Commencing at the northeast corner of said section 28;  
Thence south  $00^{\circ} 51' 32''$  east along the east line of said section 1035.87 feet to a point on the existing City of Post Falls boundary as described in Ordinance No. 1077 recorded with Kootenai County under Inst. #1970451, said point being the true point of beginning;

Thence continuing south  $00^{\circ} 51' 32''$  east along said line and said city boundary 75.07 feet to a point on said boundary as described in Ordinance No. 1070 recorded with Kootenai County under Inst. #1968393;

Thence north  $89^{\circ} 36' 25''$  east 25.00 feet to a point on said city boundary as described in Ordinance No. 1335 recorded with Kootenai County under Inst. #2642207000;

Thence north  $00^{\circ} 51' 32''$  west along said city boundary 237.92 feet;  
Thence leaving said city boundary south  $89^{\circ} 59' 34''$  west along the northern boundary of parcels 1 & 2 as described in a deed recorded with Kootenai County under Inst. #2734561000 and said boundary extended 524.69 feet to a point on said city boundary as described in said Ordinance No. 1077;

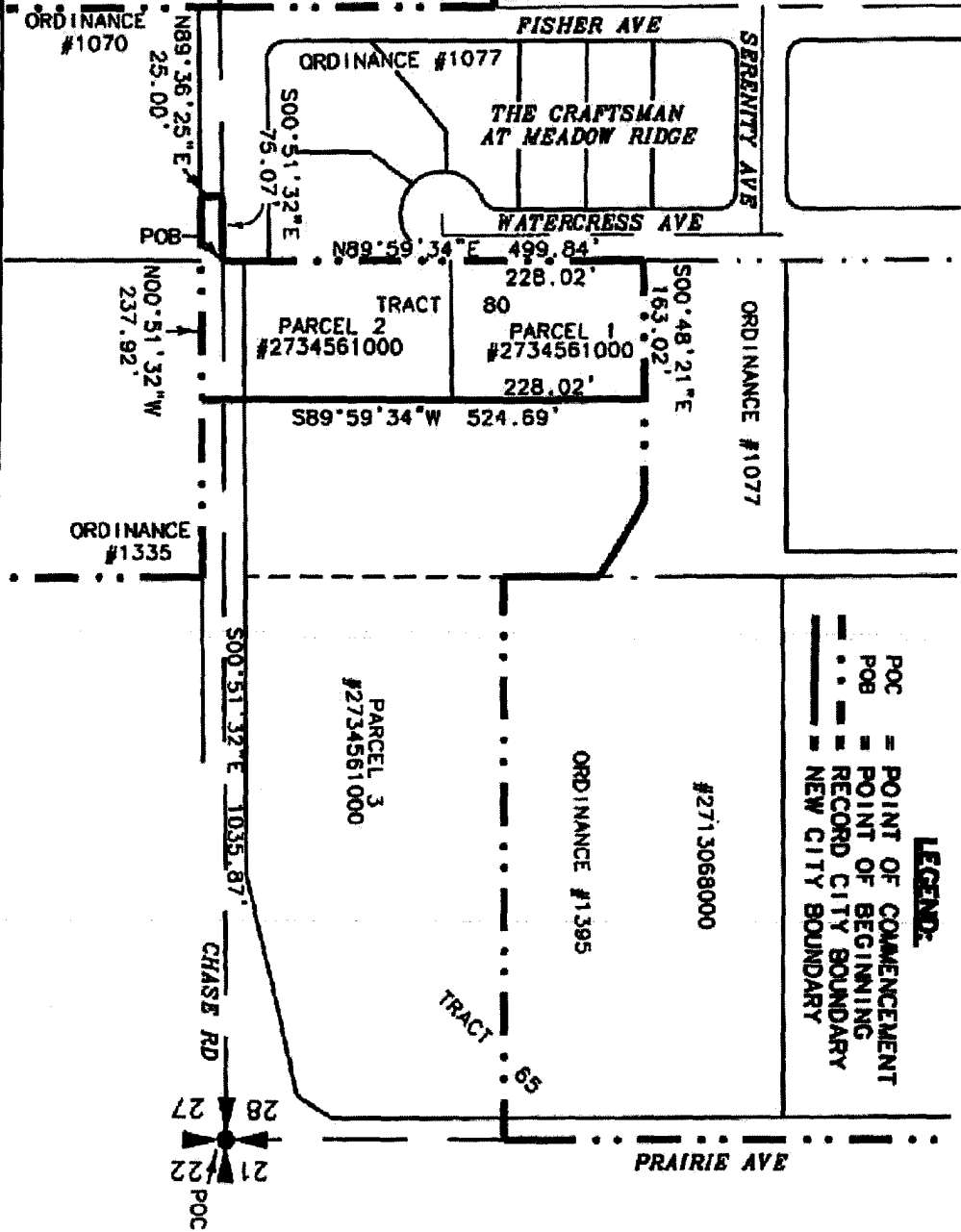
Thence south  $00^{\circ} 48' 21''$  east along said city boundary 163.02 feet;  
Thence north  $89^{\circ} 59' 34''$  east along said boundary 499.84 feet to said true point of beginning.

Together with and subject to easements, rights-of-way, covenants, reservations and restrictions of record or in view.



# ANNEXATION ORDINANCE # PART OF TRACT 80, GREENACRES IRR DIST #4 NE 1/4 OF SEC 28, T51N, R5W, BM KOOTENAI COUNTY, IDAHO

**LEGEND:**  
 POC = POINT OF COMMENCEMENT  
 POB = POINT OF BEGINNING  
 --- = RECORD CITY BOUNDARY  
 - - - = NEW CITY BOUNDARY



SKETCH FOR  
 FAIR



STRATTON LAND SERVICES, INC.  
 1000 W. MAIN ST. UNIT 1  
 BATTLEGROUND, ID 83802  
 (208) 887-2854  
 (208) 887-2854  
 www.strattonid.com

18002-2A.DWG	SCALE: 1"=200'
DATE: 10/27/20	SHT. 1 OF 1
DRAWN BY: MST	PROJ # 18002



**Quiet Ridge Annexation  
File No. ANNEX-0015-2019**

**City Council**

**Reasoned Decision**

**A. INTRODUCTION:**

APPLICANT: DOBLER ENGINEERING

LOCATION: GENERALLY LOCATED SOUTHWEST CORNER OF W PRAIRIE AVE AND N CHASE RD. AND MORE SPECIFICALLY DESCRIBED IN EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN.

REQUEST: ANNEXATION OF 18.4 ACRES WITH THE SINGLE-FAMILY RESIDENTIAL (R-1) ZONE AS DEPICTED IN EXHIBIT A-2.

**B. RECORD CREATED:**

1. A-1 Annexation Application.
2. A-2 Annexation Narrative
3. A-8 Will Serve Letter
4. S-1 Staff Vicinity Map
5. S-2 Staff Zoning Map
6. S-3 Staff Future Land Use Map
7. S-4 Parks Map
8. PA-1 KCFR Comments
9. PA-2 PFPD Comments
10. S-5 PZ Staff Report
11. S-6 Meeting Minutes 12-10-19
12. S-7 Special Meeting Minutes 12-18-2019
13. S-8 Reasoned Decision Annexation
14. Reasoned Decision Subdivision
15. CC Staff Report
16. Testimony at the January 21, 2020 hearing:

**Jon Manley, Planning Manager.**

Mr. Manley presented the staff report and explained that the applicant is requesting annexation of approximately 18.4 acres with Single-Family Residential (R-1) zoning designation. He noted that the Planning Commission also approved a subdivision on approximately 9.9 acres of the property that the applicant is seeking to annex, which would create 26 lots. The proposed subdivision would be accessed from the subdivision to the south. He noted that the property is located on the southwest corner of North Chase Road and West Prairie Avenue and that the currently the property is used for large lot residential homes. The surrounding properties within the City are zoned R-1-S to the west and south; R-1 to the southeast and SmartCode to the northeast and have residential land uses that would be consistent with the requested R-1 zoning. He noted that this area has no significant topography or vegetation matters. Water is to be provided by East Greenacres Irrigation District and the Sewer is to be provided by the City of Post Falls. He concluded noting that the Planning Commission, following a public hearing, recommended that the City Council approve the R-1 zone with a cap of 2.7 units per acre.

**Connie Kreuger, Applicant's Representative:**

Ms. Kreuger testified that the applicant is proposing to develop 26 lots on the property with a density of 2.617 units per acre. She noted that the lots along Chase Road are not a part of the subdivision.

**Dave Fair:**

Mr. Fair testified that they own 3 of the 5 parcels involved in this annexation request (the parcels that are generally not included in the subdivision). He noted that they farm the property and are annexing with the understanding that they can continue to farm. He testified that they understand that the area around their property is changing and they don't want to be in an isolated county pocket. He requested that his property be zoned R-1 without a density cap because they don't know at this point how the property will eventually be redeveloped.

**C. EVALUATION OF APPROVAL CRITERIA FOR INITIAL ZONING:**

- C1. Zoning is assigned following consideration of such items as street classification, traffic patterns, existing development, future land uses, community plans, and geographic or natural features (M.C. 18.16.010).**

The applicant has requested Single Family (R-1) zoning for the property to be annexed. The staff report indicates that the property is designated Residential on the Future Land Use Map, which is consistent with the requested zoning. As such, we find that the requested zone is consistent with the future land uses in the area. The staff report notes that the property is on the southwest corner of N Chase Rd and W Prairie Ave (Principal Arterial). There was no other testimony on this point, given that, we find that the requested R-1 zone is consistent with the street classification, future land uses and community plans.

Concerning compatibility with existing development, Mr. Manley testified that the property is surrounded by other residential uses. There was no other testimony on this point. As such, we find the requested R-1 zone consistent with existing development.

Finally, regarding unusual geographic or natural features, the staff report indicates that there are no geographic or other natural features that would impact the proposed development. There was no other testimony. As such we find that the property can be developed consistent with the R-1 zone.

- C2. Commercial and high-density residential zoning is typically assigned along streets with a higher road classification (M.C. 18.16.010).**

This is not a request for commercial or high-density residential zoning. Because the requested zone is the R-1 Single Family zone, this criterion is not relevant to this request.

- C3. Limited or neighborhood commercial and lower density residential zoning is typically assigned for properties as they proceed farther away from the higher intensity urban activity (M.C. 18.16.010).**

The Staff Report indicates that the property is located away from the higher intensity corridors along Seltice Way and the city center. There was no contrary evidence received. As such, we find this criterion has been met.

- C4. Industrial zoning is typically assigned for properties with sufficient access to major transportation routes and may be situated away from residential zoning (M.C. 18.16.010).**

Because the requested zone is R-1 Single Family zone, and not industrial, this criterion is not

relevant to this request.

- C5. Amendments to the zoning map should be in accordance with the Future Land Use Map (M.C. 18.20.100).**

As noted above, the requested single-family zone is consistent with the Future Land Use Map "Residential" designation.

- C6. Amendments to the zoning map should be consistent with the goals and policies found in the Post Falls Comprehensive Plan (M.C. 18.20.100).**

Based on the staff report, we find the requested zone change is consistent with the goals and policies contained in the comprehensive plan. Specifically, we note, that the proposal is consistent with the following policies:

Annexation Policies: 2, 3, 4.  
Overall Policies: 7 & 12.  
Residential Policies: 2.  
Transportation Policies: 2.

- D. STEPS THE APPLICANT CAN TAKE TO OBTAIN APPROVAL: N/A**

- E. CONCLUSIONS AND RECOMMENDATIONS OF THE COMMISSION:**

The City Council hereby approves of the applicants' request for R-1 zoning upon the successful annexation of the property. The City Council further finds that, consistent with the applicants' request, density in the parcels subject to the 9.9-acre subdivision should be limited to 2.7 units per acre in an annexation agreement.

Approved by the City Council on 3/17/2020

3/17/2020  
Date

[Signature]  
Mayor

[Signature]  
Attest

#### **NOTICE OF RIGHTS:**

**Any affected person aggrieved by a final decision may submit a written notice of appeal along with the required fees in accordance with the City's adopted fee schedule, to the City Clerk for appeal to the Post Falls City Council within fourteen (14) days of the date of the written decision, pursuant to Post Falls City Code 18.20.60.E**

**Any applicant or affected person seeking judicial review of compliance with the provisions of Idaho Code Section 67-8535 must first seek reconsideration of the final decision within fourteen (14) days of such decision. Such written request must identify specific deficiencies in the decision for which reconsideration is sought.**

**The applicant has the right to request a regulatory taking analysis pursuant to Idaho Code Section 67-8003. Any affected person aggrieved by a final decision concerning matters identified in Idaho Code Section 67-6521(1)(a) may, within twenty-eight (28) days after all remedies have been exhausted under local ordinances, seek judicial review under the procedures provided by Chapter 52, Title 67, Idaho Code.**