



ACCESSORY DWELLING UNIT APPLICATION

STAFF USE ONLY

Date Submitted: _____ Received by: _____ Fee paid: _____ Project # _____

REQUIRED SUBMITTALS

A **COMPLETE APPLICATION** is required at time of application submittal, as determined and accepted by the Planning Department located at <http://cdaid.org/1105/departments/planning/application-forms>.

- Completed application form
- Affidavit of intent to lawfully occupy an Accessory Dwelling Unit
- Notice to Title

APPLICATION INFORMATION

PROPERTY OWNER(S):		
MAILING ADDRESS:		
CITY:	STATE:	ZIP:
PHONE:	FAX:	EMAIL:
APPLICANT OR CONSULTANT:		STATUS: ENGINEER OTHER
MAILING ADDRESS:		
CITY:	STATE:	ZIP:
PHONE:	FAX:	EMAIL:

FILING CAPACITY

- Recorded property owner as of _____
- Purchasing (under contract) as of _____

SITE INFORMATION:

PROPERTY LOCATION OR ADDRESS OF PROPERTY:
LEGAL DESCRIPTION OF PROPERTY:

JUSTIFICATION

1. Total number of occupants in both the principal dwelling unit and accessory dwelling _____
2. Square footage of the accessory dwelling unit _____
3. Total square footage of the primary dwelling unit, excluding the garage area, as it exists or as it is permitted to be modified _____

Attached the following scaled site and/or building plans:

1. Site Plan
 - a. Location and Setbacks – The distance of the Accessory Dwelling Unit from adjacent property lines and the principal dwelling unit;
 - b. Parking – The location, material (concrete, asphalt) and dimensions.
 2. Elevations illustrating how the Accessory Dwelling Unit
 - a. Is consistent with the existing roof pitch, siding, and windows of the principal dwelling unit.
 - b. Has only one entrance on each front or street side of the residence.
 - c. Roof ridgeline height of the above final finished grade does not exceed allowed maximums.
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BEFORE THE PLANNING DIRECTOR OF THE CITY OF COEUR D' ALENE, KOOTENAI COUNTY, IDAHO

In Re: Application for an Accessory Dwelling Unit Permit for Property Legally Described as:

PERMIT NO. _____

AFFIDAVIT OF INTENT TO LAWFULLY OCCUPY AN ACCESSORY DWELLING UNIT

STATE OF IDAHO)
) :ss
County of Kootenai)

I, _____ and _____, being first duly sworn on oath do depose and say: I am the owner(s) of record of the real property described above; and

If an Accessory Dwelling Unit is granted for this real property that a majority owner(s) or an immediate family member of a majority owner(s) will occupy either the principal or accessory dwelling unit for at least six months of each calendar year.

Affiant Affiant

STATE OF IDAHO)
) :ss
County of Kootenai)

On this _____ day of _____, 20____, before me, a Notary for the State of Idaho, personally appeared _____ and _____ known, or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she 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: _____
Commission Expires: _____

AGREEMENT AND NOTICE TO TITLE

THIS AGREEMENT, entered into this _____ day of _____, 20____, by _____ and _____, hereinafter referred to as "Owner(s)," and the City of Coeur d' Alene, Kootenai County, Idaho, hereinafter referred to as "City," is for the purposed of ensuring the code compliance of the following real property and for the protection of future owner(s) and/or occupants.

WITNESSETH:

WHEREAS, THE OWNER(S) are the owner(s) of record of the following legally described real property:

Legal Description:

WHEREAS, the address for the subject property is:

Address:

WHEREAS, the Owner(s) desire to construct and maintain an Accessory Dwelling Unit on the subject property and the City desires to ensure that the Accessory Dwelling Unit is built and maintained in accordance with the requirements of the City Code; NOW, THEREFORE,

The Parties mutually agree as follows:

1. The Owner(s) hereby agrees that an owner or an immediate family member of the owner will occupy either the principal or accessory dwelling unit for at least six months of each calendar year.
2. The Owner(s) further agrees to inform any prospective purchasers of the subject property of the existence of this agreement and of the requirements for maintained in a manner contrary to the City's regulations for Accessory Dwelling Units.
3. The Owner(s) also agree to immediately remove the Accessory Dwelling Unit upon determination by the City that the Accessory Dwelling Unit is being used or maintained in a matter contrary to the City's regulations for Accessory Dwelling Units.
4. This Agreement shall be recorded and shall constitute a covenant running with the land which shall be binding on the owners, and their heirs, successors, and assigns.

DATED this _____ day of _____, 20____.

Owner

Owner

STATE OF IDAHO)
) :ss
County of Kootenai)

On this ___ day of _____, 20___, before me, a Notary for the State of Idaho, personally appeared _____ and _____ known, or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she 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.

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Commission Expires: _____