

CASSIA COUNTY, IDAHO, ZONING AND BUILDING DEPARTMENT

**CONSENT TO ENTER REAL PROPERTY
FOR ZONING, BUILDING, AND CODE ENFORCEMENT PURPOSES**

This Consent to enter real property ("Consent") is made as of the _____ day of _____, 20_____, by:

Property Owner / Authorized Occupant ("Owner"):

Name: _____

Address: _____

Phone: _____

Owner Hereby Grants lawful consent to Cassia County, Idaho/Zoning and Building Department, ("Department") whose address is Cassia County Courthouse, Room #210, 1459 Overland Avenue, Burley, Idaho 83318, to enter upon the hereinafter described real property for purposes of inspections related to permits granted by said Department, as hereinafter set out.

1. Property Subject to Consent

The undersigned declares that they are the Owners of the described property, and that such Owner/Owners grant(s) permission to Department to enter the following real property, including the use of any and all access easements and/or private rights-of-way appurtenant thereto, ("Property"):

Address: _____

Parcel No.: _____

Legal Description: _____

2. Voluntary Consent and Legal Authority

The Property Owner/Occupant knowingly and voluntarily consents to Department's entry upon the Property. The Property Owner/Occupant acknowledges:

- Administrative inspections of private property in Idaho generally require **consent, a warrant, or exigent circumstances**.
- This consent is intended to satisfy legal requirements under the **Fourth Amendment to the United States Constitution, Article I, Section 17 of the Idaho Constitution, and the Idaho "Property Rights Protection Act", Chapter 71, Title 18, Idaho Code**.
- Absent this consent, the Department may deny the permit, revoke the permit or be required to seek an **administrative search warrant** from a court of competent jurisdiction.

3. Purpose of Entry

Entry is authorized for lawful governmental purposes, including:

- Zoning and Building Code compliance inspections;
- Building, structural, electrical, plumbing, and safety inspections;
- Code enforcement investigations;

- Verification of permits, licenses, or land use approvals (to include, but not necessarily limited to) building and structure inspections, compliance with administrative land division applications, boundary line adjustment application and land use applications, i.e. conditional use permits, confined animal feeding operations, and subdivisions, code compliance and mapping for purposes of addressing of structures and properties;
- Documentation, including photographs, measurements, and notes;
- Code Compliance and Mapping for addressing of structures and properties; or
- Any other lawful inspection or enforcement activity authorized by applicable Cassia County ordinances of Idaho law.

4. Scope of Entry

- Entry shall be limited to areas reasonably necessary to accomplish the stated purposes.
- Entry shall occur at **reasonable times**, unless otherwise agreed.
- Authorized Department personnel shall present **official identification or credentials upon request.**

5. Duration of Consent

This consent shall remain in effect until revoked in writing.

6. Right to Refuse of Revoke Consent

The Property Owner/Occupant understands that:

- Consent may be **refused** or **revoked at any time.**
- If consent is refused or revoked, the Cassia County Zoning and Building Department may pursue entry through an **administrative warrant or other legal process; or**
- **Alternatively,** the Cassia County Zoning and Building Department may revoke any further action, development or operation under the permit that has been granted by the Department. **If revocation of permit,** Property Owner/Occupant hereby further declares understanding that any building, development or operation under the revoked permit shall cease immediately.

Revocation by the real property owner must be provided in writing, signed by the property Owner, to the Cassia County Zoning and Building Department and is effective upon receipt.

7. No Waiver of Constitutional or Legal Rights

Nothing in this Consent shall be construed as a waiver of constitutional protections against unreasonable searches or seizures; nor as a waiver of any defenses, immunities, or rights under Idaho law.

8. Liability and Care

The Department will strive to exercise reasonable care while on the Property and to avoid unnecessary damage. This Consent does not expand or waive any statutory immunities or liabilities applicable under Idaho law.

9. No Property Interest Granted

This Consent grants only a temporary license to enter and does not create an easement, a leasehold, or any permanent right or interest in the Property.

10. Entire Agreement

This document constitutes the entire authorization regarding consent to enter the Property and supersedes any prior verbal or written understandings.

