THE URBAN RENEWAL AGENCY OF THE CITY OF TWIN FALLS

Urban Renewal Agency Agenda

Tuesday, June 28, 2022, 3:30 PM

- SPECIAL MEETING -

Council Chambers
203 Main Avenue East- Twin Falls, Idaho

Members: Rudy Ashenbrener, Andy Hohwieler, Dan Brizee, Jan Rogers, Alexandra Caval, JJ McBride, Dave McAlindin

1) Confirmation of Quorum/Call Meeting to Order
2) Conflict of Interest Declaration
3) Items of Consideration
   a) **ACTION ITEM:** Consideration of the acquisition of real property in the Twin Falls Townsite located at Block 132, Lots 10,11,12,13,14,15 & 16 at a cost of $550,000, plus closing costs.
      By: Travis Rothweiler, City Manager & Interim Executive Director
4) General Input/Announcements - Public/Staff
5) Upcoming Meeting(s)
   a) **INFORMATIONAL:** July 11, 2022 @ 12:00 pm
6) Executive Session
7) Adjournment

Any person(s) needing special accommodations to participate in the above-noticed meeting could contact Lorrie Bauer (208) 735-7313 at least two working days before the meeting. Si desea esta información en Español, por favor llame a Josh Palmer al teléfono (208) 735-7312.

THE URBAN RENEWAL AGENCY OF THE CITY OF TWIN FALLS

Date: Tuesday, June 28, 2022

To: Urban Renewal Agency of the City of Twin Falls

From: Travis Rothweiler, City Manager & Acting Executive Director

ACTION ITEM

Request:

Consideration of the acquisition of real property in the Twin Falls Townsite located at Block 132, Lots 10, 11, 12, 13, 14, 15 & 16 (RPT0001132010AA and RPT0001132013AA) at a cost of $550,000, plus closing costs.

Background:

On March 13, 2002, The Urban Renewal Agency move to approve acquisition of acquire real property located at the Block 132, Lots 10-16 in the original townsite, more commonly known at 164 3rd Avenue South in Twin Falls, Idaho. The Agency approved a purchase and sale agreement with the stated purpose of redeveloping it should it ultimately acquire it. At the meeting, the Agency believes this parcel could be an important part of the overall redevelopment of this part of Twin Falls.

The Board requested staff have the parcels appraised. The appraisal was completed by have established an opinion that as of Doug Vollmer with American Real Estate & Appraisal, LLC. Mr. Vollmer estimated current market value for the subject property, based upon its current "as is" condition and according to its present zoning restrictions, the land value only is $306,000.

Additionally, the Board request City staff to have a Phase I Environmental report completed as a part of its due diligence. The report supplied by Matt Ahrens with EHM Engineers, Inc., states there are conditions revealed in the site investigation that lead to a Phase II recommendation.

There are three conditions that Mr. Ahrens recommend the Agency explore further, which include:

- A DEQ report reported a General Remediation site at what is now the Glanbia HQ building west of the property. Those documents reference a possible utility corridor beneath the alley that caused soil to be contaminated with fuel. This wasn't found until the Glanbia building was being constructed.
- A vent pipe was found at the south corner of the building. These pipes typically indicate an underground storage tank of some kind. DEQ has no documentation of one at this site, so some excavation and possible removal of a tank would also be included in the Phase II recommendation.
- A grated floor drain was found in one of the service bays and it's got some oil staining around it. These drains typically run to a wet well beneath the building or to an underground tank located outside the building. The Phase II would also include following up on where this drain leads to.

It its May 9, 2022 regular meeting, the members of the URA Board made two decisions regarding this request. The first was to no proceed with the purchase and sale agreement as negotiated. Recognizing its strategic importance to the Agency's redevelopment efforts and plans, the second motion made was to have staff and Agency representatives continue negotiations.

Since the meeting, representatives from the Agency have been able to negotiate a lower acquisition price with the property owner.

A new purchase and sale agreement (PSA) has been drafted. It reflects the new acquisition price of $550,000. Since the URA has already investigated the property, the review period is ten days.

Counsel for the URA drafted the PSA. Staff recommends acquisition and adoption of the PSA.

Approval Process:

The approval process is 50% +1 of the Agency members present.

Budget Impact:

There is a budget impact of $550,000, plus appropriate closing costs.

Regulatory Impact:

N/A

Conclusion:

Should the Board acquire the real property in the Twin Falls Townsite located at Block 132, Lots 10, 11, 12, 13, 14, 15 & 16 at a cost of $550,000, the Agency should move to approve an Environmental Phase II.

Attachments:

1. Appraisal by American Real Estate & Appraisal, LLC
2 Phase I by EHM Engineers, Inc.

REAL PROPERTY PURCHASE AND SALE AGREEMENT

THIS REAL PROPERTY PURCHASE AND SALE AGREEMENT ("**Agreement**") is by and between TFOZ, LLC, an Idaho limited liability company ("**Seller**") and the URBAN RENEWAL AGENCY OF THE CITY OF TWIN FALLS, IDAHO, an independent public body, corporate and politic, organized pursuant to the Idaho Urban Renewal Law of 1965, title 50, chapter 20, Idaho Code, as amended, and undertaking projects under the authority of the Law and the Local Economic Development Act, title 50, chapter 29, Idaho Code, as amended ("**Buyer**"). Seller and Buyer may be referred to herein as the "parties" or a "party" as the case may be. The "**Effective Date"** of the Agreement is the last date signed by both Seller and Buyer.

RECITALS

A. Seller is the owner of approximately 0.502 acres of certain real property improved with a commercial building in the City of Twin Falls, Twin Falls County, Idaho, as legally described and approximately depicted on Exhibit A attached hereto, including and any and all rights, easements, rights, water and mineral rights, tenements, privileges, road and access rights, and ditch rights, appurtenant to the real property (collectively "**Property**").

B. The Property is subject to at least one commercial lease ("**Lease**" or, if more than one, collectively "**Leases**").

C. Buyer desires to purchase the Property from Seller, and Seller desires to sell the Property to Buyer, based on the terms and conditions in this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the promises set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties agree as follows:

1. PROPERTY. Seller agrees to sell, transfer, and convey all right title and interest in the Property, and Buyer agrees to purchase the Property, for a purchase price and subject to the terms and conditions set forth in this Agreement.

2. PURCHASE PRICE. Buyer will pay to Seller the following for the Property: FIVE HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS ($550,000.00) ("**Purchase Price**"). Buyer will pay the Purchase Price as follows:

(a) Buyer will deposit Five Thousand Five and No/100 Dollars ($5000.00) ("**Deposit**") as earnest money in escrow with First American Title Company, 1502 Locust St N Ste 300, Twin Falls, ID 83301 ("**Title Company**") within three (3) business days after the Effective Date, along with a fully executed Agreement. The Deposit will be applied toward the Purchase Price at Closing; and

(b) Buyer will pay the remainder of the Purchase Price in additional cash, or other immediately available funds, subject to applicable deposits, prorations, credits, or other adjustments required by this Agreement, at Closing.

3. INTENTIONALLY OMITTED.

4. TITLE REPORT AND OBJECTIONS.

(a) Within three (3) days after the Effective Date, Seller will cause Title Company to deliver a current Preliminary Title Report and copies of all exceptions ("**Title Report**") for a standard coverage title insurance policy in the amount of the Purchase Price ("**Title Policy**") for the Property to Buyer and Seller. Seller will pay for a standard coverage Title Policy. Buyer will pay for any desired extended coverage and endorsement. If Buyer is dissatisfied with any exception in the Title Report, then Buyer may (a) cancel this Agreement by giving written notice of cancellation to Seller prior to the expiration of the Review Period (defined below), and the Deposit will be returned to Buyer or (b) provisionally accept the title subject to Seller's agreement to cause the removal of Buyer's disapproved exceptions or objections within five (5) days after receipt of the Title Report. Seller will notify Buyer in writing within five (5) days after receiving Buyer's written notice of disapproval of any exception whether Seller intends to remove or address such exception. Seller's lack of response will be deemed as Seller's agreement to remove the objectionable exceptions (or obtain title insurance endorsements to address if acceptable to Buyer) prior to Closing. If written notice of dissatisfaction is not given by Buyer to Seller within five (5) days after Buyer's receipt of Seller's written response, then Buyer will be deemed to have approved of the condition of the title of the Property as shown by the Title Report.

(b) Seller's conveyance of the Property will be free and clear of all liens, encumbrances, and other exceptions of title, except the liens of taxes and assessments not yet due and payable, those exceptions approved or deemed approved by Buyer pursuant to this Agreement ("**Permitted Exceptions**").

(c) In the event the Title Report is amended to include new exceptions that are not set forth in a prior Title Report, Buyer will have the ability to object to such new exceptions or cancel this Agreement and receive a refund of the Deposit, subject to Seller's agreement to cause the removal of any new disapproved exceptions or objections. If Seller does not intend to remove such exceptions and objections before Closing, then Buyer may elect in writing to (i) have the Deposit returned to Buyer upon demand and all obligations will terminate, or (ii) Buyer may waive such objections and the transaction will close as scheduled.

5. REVIEW PERIOD.

(a) Review Period. Buyer will have ten (10) days after the Effective Date ("**Review Period**"), at Buyer's sole cost, within which to conduct and approve any investigations, studies or tests deemed necessary by Buyer, in Buyer's sole discretion, to determine the desirability and feasibility of acquiring the Property, including, but not limited to, Buyer's right to review and approve the title, the Seller Materials (defined below), and any other reports or tests desired by Buyer. Buyer may terminate the Agreement for any reason during the Review Period.

(b) Seller Materials. Seller agrees to deliver to Buyer within three (3) business days after the Effective Date all information in Seller's possession, including a copy of all Leases, surveys, reports, engineering, soil tests, water tests, environmental tests, income, and other information related to parking operations, and like matters regarding the Property, at no cost to Buyer ("**Seller Materials**"). Buyer will keep all such deliveries confidential except for contacts with professionals such as lawyers, engineers, accountants, or brokers who are assisting Buyer with this transaction.

(c) Right of Entry. Subject to the rights under the Leases, Seller hereby grants to Buyer and Buyer's agents, employees, and contractors the right to enter upon the Property during the Review Period, at any time or times during regular business hours and upon reasonable advance notice, to conduct its review. Buyer agrees to indemnify, protect, defend, and hold Seller harmless from any and all liabilities, claims, losses, or damages, including, but not limited to, court costs and attorneys' fees, which may be incurred by Seller because of the review, unless caused by the willful or negligent act or omission of Seller, its agents, contractors, or employees or existing conditions upon the Property. Upon completion of its review, Buyer will restore the Property substantially to its condition existing immediately prior to its review.

(d) Cancellation. Unless Buyer notifies Seller in writing, on or before the end of the Review Period of Buyer's election to proceed with the purchase of the Property, this Agreement will be deemed canceled and the Deposit will be returned immediately to Buyer and, except as otherwise provided in this Agreement, neither of the parties will have any further liability or obligation under this Agreement.

(e) Deposit. If Buyer notifies Seller in writing that Buyer elects to proceed with the purchase of the Property prior to or on the expiration of the Review Period, the Deposit will become non-refundable to Buyer, except in the event of default by Seller or Buyer's permitted termination of this Agreement but will be applicable toward the Purchase Price.

6. CLOSING CONDITIONS.

(a) Buyer's obligations to close under this Agreement are subject to the following conditions to be satisfied or waived by Closing: (i) approval of Buyer's Board of this Agreement and this transaction;; and (ii) Seller's performance under this Agreement, including the delivery to Title Company of all documents necessary for Closing. If the foregoing conditions have not been satisfied by Closing, then Buyer will have the right by giving written notice to Seller and Title Company, to cancel this Agreement, and the Deposit will be returned immediately to Buyer and, except as otherwise provided in this Agreement, neither of the parties will have any further liability or obligation under this Agreement.

(b) Seller's obligations to close under this Agreement are subject to the following conditions to be satisfied or waived by Closing: Buyer's performance under this Agreement, including the delivery to Title Company, of all documents necessary for Closing. If the foregoing conditions have not been satisfied by Closing, then Seller will have the right, by giving written notice to Buyer and Title Company, to cancel this Agreement, and the Deposit will be paid immediately by Title Company to Seller and, except as otherwise provided in this Agreement, neither of the parties will have any further liability or obligation under this Agreement.

7. SELLER'S REPRESENTATIONS AND WARRANTIES. Seller hereby represents and warrants the following to Buyer as of the Effective Date and again as of Closing:

(a) There are no unrecorded leases, licenses, easements, liens, or encumbrances which may affect title to the Property, except for the Leases provided to Buyer as a part of the Seller Materials;

(b) No notice of violation has been issued with regard to any applicable regulation, ordinance, requirement, covenant, condition or restriction relating to the present use or occupancy of the Property by any person, authority or agency having jurisdiction;

(c) There is no impending or contemplated condemnation or taking by inverse condemnation of the Property, or any portion thereof, by any governmental authorities;

(d) There are no suits or claims pending or that are threatened with respect to or in any manner affecting the Property, nor does Seller know of any circumstances which should or could reasonably form the basis for any such suits or claims which have not been disclosed in writing to Buyer by Seller;

(e) There are no pending proceedings, the object of which would be to change the present zoning or other land-use limitations;

(f) Seller has full power and authority to execute, deliver and perform under this Agreement;

(g) The execution, delivery and performance of this Agreement does not and will not constitute a breach or default under any other agreement, law or court order under which Seller is a party or may be bound or involving the Property;

(h) No default of Seller exists under the Leases or other contracts provided by Seller and no default of the other parties exists under the Leases or contracts;

(i) No contracts between Seller and any third parties will be in effect from and after Closing, other than the Leases; and

(j) Seller has no knowledge of any Hazardous Waste having been produced, released, stored, or deposited over, under, or upon the Property by any person. As used in this paragraph, “Hazardous Waste” will be defined as any hazardous substance, underground storage tanks, pollutants, contaminants or hazardous wastes as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act ("RCRA"), as amended, or any other similar local, state or federal law, rule or regulation, including, without limitation, asbestos, PCB's, petroleum and petroleum products, and urea formaldehyde.

If Seller receives notice or knowledge of any information regarding any of the matters set forth in this Section after the Effective Date and prior to Closing, Seller will immediately notify Buyer in writing. All representations and warranties made in this Agreement by Seller will survive for one (1) year following the execution and delivery of this Agreement and Closing.

8. <u>BUYER’S REPRESENTATIONS AND WARRANTIES</u>. Buyer hereby represents and warrants to Seller as of the Effective Date and again as of Closing that:

(a) Subject to its Board approval identified above, Buyer has full power and authority to execute, deliver and perform under this Agreement;

(b) There are no actions or proceedings pending or threatened against Buyer which may in any manner whatsoever affect the validity or enforceability of this Agreement; and

(c) The execution, delivery and performance of this Agreement have not and will not constitute a breach or default under any other agreement, law or court order under which Buyer is a party or may be bound.

If Buyer receives notice or knowledge of any information regarding any of the matters set forth in this Section after the Effective Date and prior to Closing, Buyer will immediately notify Seller in writing. All representations and warranties made in this Agreement by Buyer will survive for one (1) year following the execution and delivery of this Agreement and Closing.

9. CONTINUING OPERATION OF PROPERTY. Seller agrees that, between the Effective Date and Closing or any earlier termination of this Agreement, Seller will continue to operate the Property as currently operated by Seller, maintain the Property in its current condition and perform required and routine maintenance as may be provided in the Leases, amend, terminate or enter into additional leases or contracts, to not place or permit to be placed on any portion of the Property any new improvements of any kind or remove or permit any improvements to be removed from the Property, not restrict, rezone, file or modify any development plan or zoning plan or establish or participate in the establishment of any improvement district with respect to all or any portion of the Property, or not further cause or create any easement, encumbrance, or mechanic's or materialmen' liens, and/or similar liens or encumbrances to arise or to be imposed upon the Property or any portion thereof.

10. BROKERS' COMMISSION. The parties warrant to one another that they have not dealt with any finder, broker or realtor in connection with this Agreement and if any person will assert a claim to a finder's fee or brokerage commission on account of alleged employment as a finder or broker in connection with this Agreement the party under whom the finder or broker is claiming will indemnify, defend, protect and hold the other party harmless from and against any such claim and all costs, expenses and liabilities incurred in connection with such claim or any action or proceeding brought on such claim, including, but not limited to, counsel and witness fees and court costs in defending against such claim. The provisions of this Section will survive cancellation of this Agreement or Closing.

11. CLOSING AND CLOSING DELIVERIES.

(a) Closing, which will be deemed the date of the recording of the Deed (defined below) will be no more than thirty (30) days following the expiration or earlier written waiver by Buyer of the Review Period ("**Closing**").

(b) Prior to Closing, Seller will deposit with Escrow Holder the following documents, properly executed and acknowledged: (a) a special warranty deed in a form agreed to by Seller and Buyer ("**Deed**") subject only the Permitted Exceptions; (b) and assignment of the Leases or other contracts approved by Buyer during due diligence in a form agreed to by Seller and Buyer ("**Assignment**"); and (c) written estoppels no earlier than ten (10) days prior to Closing executed by each tenants under a Lease, in a form approved by Buyer, showing no defaults under each Lease by Seller. All contracts not approved by Buyer will be terminated as of Closing. After all of the conditions as set forth in this Agreement have been met, Buyer will, on or prior to Closing, deliver to Title Company the balance of the Purchase Price and an executed Assignment.

(c) Each party will execute additional documents as reasonably required by the Title Company to obtain the Title Policy and complete Closing.

(d) Seller will pay (i) the costs of releasing all liens and other encumbrances that are to be released, (ii) one-half of the fees and costs due Title Company for its services, (iii) the premium for a standard owner's Title Policy; and (v) all other costs to be paid by Seller under this Agreement. Buyer will pay (i) one-half of the fees and costs due Title Company for its services, (ii) the premium and costs for an extended coverage Title Policy and any endorsements as desired by Buyer; and (iii) all other costs to be paid by Buyer under this Agreement. Except as otherwise provided for in this Agreement, Seller and Buyer will each be solely responsible for and bear all of their own respective expenses, including, without limitation, expenses of legal counsel, accountants, and other advisors incurred at any time in connection with pursuing or consummating the transaction contemplated herein.

(e) All real estate taxes, assessments, rents, and profits, will be prorated through Closing.

(f) Closing statements will be adjusted to reflect a transfer of any deposits for the Leases and such amount will be a credit to Buyer. If Buyer receives any Lease payments to which Seller is entitled, it will forward them to the Seller. If Seller receives Lease payments to which Buyer is entitled, it will assign and forward all such payments to Buyer. It will be Seller’s responsibility to notify tenants under the Lease of the conveyance of the Property and Buyer’s address for payment of rent. This Section will survive the Closing of this transaction.

(g) Any other closing costs not specifically designated as the responsibility of either party or in this Agreement will be paid by Seller and Buyer according to the usual and customary allocation by Title Company.

(h) Seller will deliver exclusive possession of the Property to Buyer at Closing, subject only to the rights of possession under the Leases.

12. ASSIGNMENT. This Agreement may not be assigned by either party without the prior written consent of the other party.

13. REMEDIES. Seller breaches this Agreement, Buyer may: (i) by written notice to Seller and Title Company, cancel this Agreement and the Deposit will be paid immediately by Title Company to Buyer and, except as otherwise provided in this Agreement, neither of the parties will have any further liability or obligation hereunder; or (ii) seek specific performance against Seller, or (iii) seek any other remedies available in law or equity. All remedies are cumulative. If Buyer breaches this Agreement, as its sole remedy Seller will be entitled to retain the Deposit as Seller’s agreed and total liquidated damages. Seller agrees and acknowledges that it would be difficult or impossible to determine Seller’s exact damages and the liquidated damages are a reasonable estimate of such damages, and Seller hereby waives any right to seek any equitable or legal remedies against Buyer.

14. RISK OF LOSS. If the Property is materially damaged by fire or other cause, or is or will be the subject of a condemnation action, the Buyer may terminate this Agreement in writing and receive a return of the Deposit.

15. ATTORNEYS’ FEES. If there is any litigation to enforce any provisions or rights arising from this Agreement, the unsuccessful party in such litigation, as determined by the court, agrees to pay the successful party, as determined by the court, all costs and expenses, including, but not limited to, reasonable attorneys’ fees incurred by the successful party, such fees to be determined by the court.

16. NOTICES.

(a) Addresses. Except as otherwise required by law, any notice required or permitted hereunder will be in writing and will be given by personal delivery, or by deposit in the U.S. Mail, certified or registered, return receipt requested, postage prepaid, addressed to the parties at the addresses set forth below, or at such other address as a party may designate in writing pursuant hereto, or by tested electronic means with a confirmation of receipt by the party, or any express or overnight delivery service (e.g., Federal Express), delivery charges prepaid:

if to Seller:	TFOZ, LLC Attn. Chris Jones P.O. Box 106 Twin Falls, Idaho 83303 Tel: 208-539-1246 Email: chris@planttherapy.com
if to Buyer:	Urban Renewal Agency of the City of Twin Falls Attn. Travis Rothweiler 203 Main Ave. E Twin Falls, Idaho 83301 Tel.: (208) 735-7271 Email: trothweiler@tfid.org

(b) Effective Date of Notices. Notice will be deemed to have been given on the date on which notice is delivered, if notice is given by telex, or telecopies, and on the date of deposit in the mail, if mailed or deposited with the overnight carrier, if used. Notice will be deemed to have been received on the date on which the notice is received if notice is given by personal delivery, the date of receipt by email upon confirmation of receipt, and on the second (2nd) day following deposit in the U.S. Mail, if notice is mailed. If escrow has opened, a copy of any notice given to a party will also be given to Title Company by regular U.S. Mail or by any other method provided for herein.

17. GOVERNING LAW/JURISDICTION/VENUE. This Agreement will be governed by and construed or enforced in accordance with the laws of the State of Idaho. In regard to any litigation which may arise in regard to this Agreement, the parties will and do hereby submit to the jurisdiction of and the parties hereby agree that the proper venue will be in the Twin Falls County, Idaho.

18. TIME OF ESSENCE. Time is of the essence of this Agreement. However, if this Agreement requires any act to be done or action to be taken on a date which is a Saturday, Sunday or legal holiday, such act or action will be deemed to have been validly done or taken if done or taken on the next succeeding day which is not a Saturday, Sunday or legal holiday, and the successive periods will be deemed extended accordingly.

19. COUNTERPARTS. This Agreement may be executed electronically and/or in any number of counterparts. Each party may rely upon any facsimile or counterpart copy as if it were one original document.

20. RECITALS AND EXHIBITS. All recitals and Exhibits to this Agreement are fully incorporated herein and made a part hereof.

21. SEVERABILITY. If any provision of this Agreement is unenforceable, the remaining provisions will nevertheless be kept in effect.

22. NO JOINT VENTURE. It is not intended by this Agreement to, and nothing contained in this Agreement will, create any partnership, joint venture or other joint or equity type agreement between Buyer and Seller. No term or provision of this Agreement is intended to be, or will be, for the benefit of any person, firm, organization, or corporation not a party hereto, and no such other person, firm, organization, or corporation will have any right or cause of action hereunder.

23. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Agreement will be construed as a whole and not strictly for or against any party. This Agreement may only be amended in writing signed by both parties.

24. SELLER'S ACCEPTANCE. If a fully executed Agreement has not been delivered by Seller to Buyer by 5:00 p.m. M.S.T. on or before June 27, 2022, this Agreement will be deemed revoked and null and void.

25. 1031 EXCHANGE. Buyer will cooperate with Seller if Seller chooses to close in a 1031 exchange, provided that such cooperation is at no material cost to Buyer.

26. REAL ESTATE LICENSE. Seller holds an active real estate license in the State of Idaho.

[*End of Text; Signatures Follow*]

EXECUTED EFFECTIVE as of the Effective Date.

SELLER:	**BUYER:**
TFOZ, LLC, an Idaho limited liability company	URBAN RENEWAL AGENCY OF THE CITY OF TWIN FALLS
By: ___________________________________	By: _________________________________ Rudy Ashenbrener, Chair
Name: _______________________________	
Date: _______________________________	Date: _________________________________

Exhibit A – Property Legal Description & Approximate Location

<u>**EXHIBIT A**</u>

PROPERTY LEGAL DESCRIPTION

Lots 10, 11, 12, 13, 14, 15 and 16, Block 132, Twin Falls Townsite, Twin Falls County, Idaho, according to the final and amended plat thereof recorded in Book 1 of Plats, Page 7, records of Twin Falls County, Idaho.

Depiction of approximate location: