



Twin Falls Planning & Zoning Commission Agenda

Tuesday, October 8, 2024, 6:00 PM

203 Main Ave East
Twin Falls, ID 83301

COUNCIL CHAMBERS

Members -

City Limits: Chairperson Danielle Titus; Vice-Chair Cortney Campbell; Todd Rambur; Robyn Weatherford; Kelly Herrgesell; Tiffany Zimmerman

Area of Impact: Susan Petruzzelli

- 1) Confirmation of Quorum/Call Meeting to Order
- 2) Conflict of Interest Declaration
- 3) Consent Calendar
 - a) Approval of minutes from the following meeting: September 24, 2024
- 4) Items of Consideration
 - a) **ACTION ITEM:** Request for the consideration of the Preliminary Plat for Haven Rock Subdivision, consisting of 214 lots on 24.39 acres located at 761 Filer Avenue West. c/o Rex Harding on behalf of Ray Perron. (PZ24-0055).
By: William Klaver, Senior City Planner
- 5) Public Hearings
 - a) **ACTION ITEM:** Request for a Special Use Permit for a home occupation (dog grooming) on property located at 782 Bighorn Dr. c/o Stephanie Fort-Baliola (PZ24-0093).
By: Kelli Ebersole, City Planner
 - b) **ACTION ITEM:** Request for a recommendation to City Council to approve a Zoning District Change from R-6 to C-1 on property located on the south side of the 1900 block of 4th Avenue East. c/o Ajia, LLC on behalf of Perrine Investments, LLC (PZ24-0094).
By: Kelli Ebersole, City Planner
 - c) **ACTION ITEM:** Request for a recommendation to City Council to approve a Zoning District Change from C-1 PUD to C-1 on property located on the north side of the 2000 block of Pole Line Road East (Entirety of Pillar Falls Plaza Subdivision). c/o Greg Elmore on behalf of Dirk Reitsma (PZ24-0095).
By: William Klaver, Senior City Planner
 - d) **ACTION ITEM:** Request for a recommendation to City Council on the appropriate zoning designation for a proposed annexation of approximately 9.58 acres on the south side of the 300 block of Diamond Ave W. c/o Gary Palmer (PZ24-0097) - RESCHEDULED TO NOVEMBER 19, 2024
By: Lisa Strickland, City Planner

6) Upcoming Meeting(s)

a) October 22, 2024

7) Adjournment

Any person(s) needing special accommodations to participate in the above-noticed meeting could contact Kelli Ebersole (208) 735-7267 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.

CITY OF TWIN FALLS

PLANNING & ZONING COMMISSION

Public Hearing Procedures for Zoning Requests

1. Prior to opening the first Public Hearing of the session, the Mayor or Chair shall review the public hearing procedures.
2. Individuals wishing to testify or speak before the City Council or Planning & Zoning Commission shall wait to be recognized by the Mayor or Chair, approach the microphone/podium, state their name, and then proceed with their comments. Following their statements, they shall write their name and address on the record sheet(s) provided by the staff. The staff shall make an audio recording of the Public Hearing.
3. A City Staff Report shall summarize the application and history of the request.
4. The Applicant, or the spokesperson for the Applicant, will make a presentation on the application/request (request). No changes to the request may be made by the applicant after the publication of the Notice of Public Hearing. The presentation should include the following:
 - **A complete explanation and description of the request.**
 - **Why the request is being made.**
 - **Location of the Property.**
 - **Impacts on the surrounding properties and efforts to mitigate those impacts.**
5. Applicant is limited to 15 minutes, unless a written request for additional time is received, at least 72 hours prior to the hearing, and granted by the Mayor or Chairman.
6. The City Council or Planning & Zoning Commission may ask questions of staff or the applicant pertaining to the request.
7. The general public will then be given the opportunity to provide their testimony regarding the request. The Mayor or Chair may limit public testimony to no less than two (2) minutes per person.
 - **Individuals are not permitted to give their time to other speakers.**
 - **However, five (5) or more individuals that received written notice of the public hearing may appoint, by written petition, a spokesperson. The written petition must be received at least 72 hours prior to the hearing and must be granted by the Mayor or Chair. The spokesperson shall be limited to 15 minutes.**
 - **Written comments, including e-mail, received by 12:00 p.m. on the date of the hearing shall be either read into the record or displayed to the public on the overhead projector.**
8. Following the Public Testimony, the applicant is permitted five (5) minutes to respond.
9. Following the Public Testimony and Applicant's response, Council or Commission members, as recognized by the Mayor or Chair, shall be allowed to question the Applicant, Staff or anyone who has testified. Responses shall be limited to answering the questions asked. The Mayor or Chair may limit the time permitted for the answer.
10. The Mayor or Chair shall close the Public Hearing. The City Council or Planning & Zoning Commission shall deliberate on the request. Deliberations and decisions shall be based upon the information and testimony provided during the Public Hearing. Once the Public Hearing is closed, additional testimony from the staff, applicant or public is not allowed. Legal or procedural questions may be directed to the City Attorney.

* Any person not conforming to the above rules may be prohibited from speaking. Persons refusing to comply with such prohibitions may be asked to leave the hearing and, thereafter removed from the room by order of the Mayor or Chairman.



Twin Falls Planning & Zoning Commission Minutes

Tuesday, September 24, 2024, 6:00 PM

203 Main Ave East
Twin Falls, ID 83303

Members -

City Limits: Chairperson Danielle Titus; Vice-Chair Cortney Campbell; Todd Rambur; Robyn Weatherford; Kelly Herrgesell; Tiffany Zimmerman

Area of Impact: Susan Petruzzelli

1) Confirmation of Quorum/Call Meeting to Order

Vice-Chair Campbell called the meeting to order at 06:00 PM

Members Attending: Campbell, Rambur, Herrgesell, Zimmerman

Staff Attending: Spendlove, Klaver, Strickland, Ebersole, Green, O'Leary

2) Conflict of Interest Declaration

3) Consent Calendar

- a) Approval of minutes from the following meeting: September 10, 2024.
Commissioner Zimmerman made a motion to approve the consent calendar, as presented.
Commissioner Herrgesell seconded the motion.

4) Items of Consideration

- a) Request for the consideration of the Preliminary Plat for Jack's 612 Subdivision consisting of 4 lots on 0.475 (+/-) acres located at 612 Jackson St. c/o Jeremy Orton. (PZ24-0086)

Staff Presentation:

Senior Planner Klaver presented the request for the consideration of the Preliminary Plat for Jack's 612 Subdivision consisting of 4 lots on 0.475 (+/-) acres located at 612 Jackson St. c/o Jeremy Orton. (PZ24-0086)

Per City Code 10-12-2-3: The Commission shall review the preliminary plat. The Commission's decision is final unless appealed to the City Council. The final plat is reviewed by the City Council.

Commission's Findings: In determining the acceptance of a proposed subdivision the Commission shall consider the objectives of this Title and at least the following:

1. The conformance of the subdivision with a Comprehensive Plan.
2. The availability of public services to accommodate the proposed development.
3. The continuity of the proposed development with the capital improvement program.
4. The public financial capability of supporting services for the proposed development; and
5. The other health, safety or environmental problems that may be brought to the Commission's attention.

Action On Preliminary Plat: The Commission may approve, conditionally approve, disapprove, or table for additional information when acting on the preliminary plat.

This piece of land is in the "unity subdivision" which occurred in December 1938. County records show the north 1/2 of Lot 4 being split from the south 1/2 of Lot 4 in 2001.

Staff has researched the history of the zoning and found no records of rezoning. It is believed

the R-4 zoning district has been in place since 1981, ordinance 2012.

Staff has reviewed the preliminary plat based on the proposed development plan, the zoning regulations and comprehensive plan and finds that the preliminary plat is within compliance should the applicant conform to Staff's recommended conditions.

Upon conclusion, this preliminary plat complies with the standards as outlined in the City's General Subdivision Provision of Title 10, Chapter 12, Section 3, all regulations regarding R-4 zoning development standards, and the 2016 comprehensive plan. All general criteria for approval have been met, per State Statute 50 - Chapter 13.

Should the Commission approve this request as presented, staff recommends approval be subject to the following conditions:

1. Subject to site plan amendments as required by Building, Engineering, Fire and Zoning Officials to comply with applicable City Codes and standards; and
2. Subject to submittal of a preliminary plat submitted prior to final plat showing compliance with all conditions and comments in Engineering Memorandum dated August 5, 2024.

PZ/Questions & Comments:

- Vice-Chair Campbell asked what conditions the city is recommending.
- Senior Planner Klaver read the conditions staff recommended.
- Commissioner Rambur asked about access and if there were any concerns.
- Senior Planner Klaver stated Engineering doesn't have a concern and there will be a crosswalk agreement.
- Commissioner Rambur asked if there would be access to the south.
- Senior Planner Klaver replied that it would.

Applicant Presentation:

Rex Harding clarified the question about the access. He stated that additional fire lines will be put in.

PZ/Questions & Comments:

- Commissioner Rambur asked about the current easement and will it continue to go through.
- Rex Harding stated it won't go further than the 3rd lot.
- Commissioner Rambur asked if there will be a circle for fire truck access.
- Rex Harding stated there will be a turnaround for the fire department on lots 2 and 3 and will have access to the 4th lot.

Discussions Followed:

- Commissioner Rambur feels this is similar to the surrounding buildings and is a good fit.
- Commissioner Herrgesell feels it meets the criteria.

MOTION: Commissioner Herrgesell moved to approve the request for the consideration of the Preliminary Plat for Jack's 612 Subdivision consisting of 4 lots on 0.475 (+/-) acres located at

612 Jackson St. c/o Jeremy Orton. (PZ24-0086). Commissioner Rambur seconded the motion. Roll call vote showed all members present voted.

Approved 4 to 0.

5) Public Hearings

- a) Request for a recommendation to City Council to approve a Zoning District Change from C-1 PUD to C-1 on property located at 997 Washington St S., c/o J-U-B Engineers, Inc. on behalf of Zaremba Group, LLC. (PZ24-0084)

Staff Presentation:

City Planner Strickland presented the request for a recommendation to City Council to approve a Zoning District Change from C-1 PUD to C-1 on property located at 997 Washington St S., c/o J-U-B Engineers, Inc. on behalf of Zaremba Group, LLC. (PZ24-0084)

Zoning districts, zoning subdistricts and overlay districts shall be amended in the following manner:

- A. Requests for an amendment to this title shall be submitted to the commission which shall evaluate the request to determine the extent and nature of the amendment requested;
- B. If the request is in accordance with a comprehensive plan, the commission may recommend and the council may adopt or reject the ordinance amendment under the notice and hearing procedures as herein provided; and (Ord. 2012, 7-6-1981)
- C. If the request is not in accordance with a comprehensive plan, the request shall be submitted to the commission or, in its absence, the council which shall recommend and the council may adopt or reject an amendment to a comprehensive plan under the notice and hearing procedures provided in section 10-7-20 of this title.

Zoning Map Amendment: The commission, prior to recommending a zoning map amendment that is in accordance with a comprehensive plan to the council, shall conduct at least one public hearing in which interested persons shall have an opportunity to be heard. Notice for public hearings shall be provided as set forth in section 10-7-20 of this title.

The Orchard Park PUD agreement was approved in 2006 with a five (5) year maximum time limit for final development. The Orchard Park Plaza Subdivision No. 1 was later approved and the final construction of the eastern portion of the Master Plan was completed. Swenson's Market was given occupancy in 2007. This Orchard Park Plaza Subdivision No. 1 contained phase 1 and 2 of the development with phase 3 to follow in 2022 when the City of Twin Falls platted the Washington Fire Station Subdivision and constructed Fire Station No. 3. There are still a few undeveloped lots remaining within the PUD, the subject property being one of them. Upon review of the Orchard Park PUD for development and design standards, staff made the applicant aware of the modified restrictions within the agreement for development of the site. The applicant has been working to meet the design and development requirements within the PUD, but there has been difficulty designing the site to allow for the building, parking, and landscaping requirements per the PUD Agreement. Staff has provided a land use and development standards chart comparing the Orchard Park PUD variations from the C-1 zoning district. The areas that vary from C-1 are land uses, property line setbacks, off-street parking, signs, building height and building design standards.

The land uses identified within the PUD for the western portion of the Master Plan was limited to Neighborhood Commercial land uses with a limited list of additional uses allowed with a special use permit. The PUD would allow for an automobile parts store with an approved special use permit, a land use outright permitted within the C-1 zoning district.

A request to rezone this property to C-1 would remove this lot from the PUD agreement and

allow development to move forward using the C-1 zoning district standards. For example, the design of the lot would allow for no property line setbacks along the side and rear of the property, making for a larger area to build. Parking standards would change from 4.5 per 1000 sq. ft. of floor area to 4 per 1000 sq. ft of floor area. Freestanding signs within the PUD is limited to a 50 sq. ft. monument sign for lots within the western portion of the Master Plan. A rezone to C-1 would allow the applicant to follow current city code requirements for signage. The PUD calls for a gable or hip roof with a 31/2 pitch and twelve inch eaves, with a residential style not typically used for a commercial building design. While the staff is aware that the PUD offers the development some control over the design of the property at the time of approval, there was limited development within this area of town. A PUD was a planning document that provided a master development plan with a conceptual design in an attempt to protect the goals of the comprehensive plan.

Currently, the Comprehensive Plan has two designations for this property, Neighborhood Commercial and Mixed Use. The Neighborhood Commercial is characterized by providing support services and small-scale commercial uses that complement the neighborhood. The Mixed Use is characterized as an area that serves local and regional commercial uses and consists of retail, offices, restaurants and entertainment. The C-1 zoning district proposed for this property would be found within both the Mixed Use and Neighborhood Commercial designation. While removing the property from the PUD would remove some design restrictions, it would not alter its compatibility with the comprehensive plan.

Upon conclusion, the commission is tasked with making a recommendation to the City Council on the zoning designation being requested by the applicant. The commission may recommend the proposed zone change from C-1 PUD to C-1, recommend the C-1 PUD zoning be maintained, recommend an alternative zoning designation, or table the request to acquire new information.

PZ/Questions & Comments:

- Commissioner Rambur asked for clarifications for the request.
- Planner Strickland explained that the PUD is too restrictive for what the applicant wants to do.
- Commissioner Rambur asked about landscaping and are there requirements.
- Planner Strickland stated the front will stay but the zone does require some additional.
- Vice-Chair Campbell asked if this will affect the others who have built in the PUD.
- Planner Strickland replied it will only affect the lot in the application.
- Commissioner Herrgesell asked if there were any modification to Swensons market.
- Planner Strickland stated they are the ones that set up the PUD.

Applicant Presentation:

Caleb LaClair from J-U-B Engineers explained that they tried to work in the PUD requirements but the setback on the south side is keeping them from that. He explained the roof requirements wouldn't work for them either.

PZ/Questions & Comments:

- Vice-Chair Campbell asked if they have talked with Swensons about being different.
- Caleb LaClair replied they (Swensons) have been supportive the whole time.

Public Hearing: Opened and closed with no public input

Discussions Followed:

- Commissioner Rambur feels using the setback isn't an issue.
- Commissioner Herrgesell feels it would be a nice addition to the neighborhood.
- Commissioner Zimmerman feels if Swansons is in support it's a good fit.

MOTION: Commissioner Rambur moved to approve the request for a recommendation to City Council to approve a Zoning District Change from C-1 PUD to C-1 on property located at 997 Washington St S., c/o J-U-B Engineers, Inc. on behalf of Zaremba Group, LLC. (PZ24-0084). Commissioner Zimmerman seconded the motion. Roll call vote showed all members present voted.

Approved 4 to 0.

- b) Request for a recommendation to City Council on the appropriate zoning district for a proposed annexation of approximately 10 (+/-) acres located along the 1500 block of Harrison St S., c/o Katrina Kulm on behalf of Elevate Academy Foundation, Inc. (PZ24-0087)

Staff Presentation:

City Planner Ebersole presented the request for a recommendation to City Council on the appropriate zoning district for a proposed annexation of approximately 10 (+/-) acres located along the 1500 block of Harrison St S., c/o Katrina Kulm on behalf of Elevate Academy Foundation, Inc. (PZ24-0087)

Per City Code 10-15-1: Prior to annexation of an unincorporated area, the Council shall request and receive a recommendation from the Commission on the proposed plan and Zoning Ordinance changes for the unincorporated area. The Council shall not hold a public hearing, give notice of a proposed hearing, nor take action upon the plan, amendment or repeal until recommendations have been received from the Commission.

Per City Code 10-15-2 (A): The commission shall conduct at least one public hearing in which interested persons shall have an opportunity to be heard. The hearing shall not consider comments on annexation and shall be limited to the proposed plan and zoning changes. (Ord. 2012, 7-6-1981)

The property is currently vacant and located in the Unincorporated area of the City of Twin Falls.

Twin Falls County records show this land has always been used for agriculture purposes. This area is primarily residential in nature, in the southeast portion of Twin Falls.

There are multiple residential developments under different phases of construction in the area. R-4, Medium Density Residential, is the primary zone in the area, mixed with R-2 and R-1 Variable.

This property is located off Harrison St S and South Hills Road (3600 E) to the south, both collectors. South Hills Middle School is located to the west.

A zoning designation of R-4 on this property is an appropriate zoning designation as it is consistent with the current area and the addition of residential or school development would not adversely impact the area. Both Harrison Street South and South Hills Road are not at full traffic capacity and can handle an increase in traffic due to the annexation of this property. The Commission is tasked to make a recommendation to the City Council by reviewing the comprehensive plan and the requested zoning designations compatibility with the future land use map designation.

The Comprehensive Plan has designated this area as Town Neighborhood. The land uses typically found in the designation are: Residential, Schools, Parks and Recreation facilities, and

Civic Facilities.

The Town Neighborhood designation calls for lot sizes smaller than found in Rural Residential.

The Commission will make a recommendation to City Council to approve the requested zoning designation, as presented, recommend denial of the requested zoning designation, recommend a different zoning designation or table the request for additional information.

PZ/Questions & Comments:

- Commissioner Rambur asked if they have a layout for future use.
- Planner Ebersole stated this is just for the appropriate annexation zone.

Applicant Presentation:

Katrina Kulm presented for the applicant. The client is a school and they are proceeding through the necessary steps and feel the R-4 zone is an appropriate zone.

Public Hearing: Opened

- Richard Dean had questions about his personal usage from the water runoff from this property. He asked if there would be a fence installed, he has traffic concerns in the evening and people parking for activities. He wants to know if the city has a plan to fix these situations.

Public Hearing: Closed

- Katrina Kulm stated she doesn't have any answers tonight. They will get to all that as they progress.
- Director Spendlove commented about the water issue. The street will become city jurisdiction if annexed and the city would handle those issues.

Discussions Followed:

- Commissioner Herrgesell asked to look at the map again and asked what the current zone is.
- Planner Ebersole explained it doesn't have a zone being in the area of impact but the property is R-4 in nature.
- Commissioner Rambur feels the issues will be discussed at a later date and the recommended zone is good.
- Vice-Chair Campbell feels this is a good fit for the area.
- Commissioner Zimmerman feels R-4 is a good fit for this property.

MOTION: Commissioner Rambur moved to approve the request for a recommendation to City Council on the appropriate zoning district for a proposed annexation of approximately 10 (+/-) acres located along the 1500 block of Harrison St S., with staff recommendations, c/o Katrina Kulm on behalf of Elevate Academy Foundation, Inc. (PZ24-0087) . Commissioner Herrgesell seconded the motion. Roll call vote showed all members present voted.

Approved 4 to 0.

6) Upcoming Meeting(s)

- a) October 2, 2024 - Work Session – Will be cancelled this month.
October 8, 2024

7) Adjournment

The meeting adjourned at 06:48 PM

Jody Green, Planning Technician

DRAFT



Date: Tuesday, October 8, 2024
To: Planning and Zoning Commission
From: William Klaver, Senior City Planner

ACTION ITEM

Request:

Request for the consideration of the Preliminary Plat for Haven Rock Subdivision, consisting of 214 lots on 24.39 acres located at 761 Filer Avenue West. c/o Rex Harding on behalf of Ray Perron. (PZ24-0055).

Time Estimate:

Approximately 5-10 minutes for the presentation with questions/comments to follow.

Background:

Ray Perron, represented by Rex Harding of TD&H Engineering, Inc., has submitted an application for a Preliminary Plat. This preliminary plat consist of two hundred eight (208) Single-Family lots and six (6) Multi-Family lots on 24.39 (+/-).

Approval Process:

Per City Code 10-12-2-3: The Commission shall review the preliminary plat. The Commission's decision is final unless appealed to the City Council. The final plat is reviewed by the City Council.

Commission's Findings: In determining the acceptance of a proposed subdivision the Commission shall consider the objectives of this Title and at least the following:

1. The conformance of the subdivision with a Comprehensive Plan.
2. The availability of public services to accommodate the proposed development.
3. The continuity of the proposed development with the capital improvement program.
4. The public financial capability of supporting services for the proposed development; and
5. The other health, safety or environmental problems that may be brought to the Commission's attention.

Action On Preliminary Plat: The Commission may approve, conditionally approve, disapprove, or table for additional information when acting on the preliminary plat.

Budget Impact:

N/A

Regulatory Impact:

This preliminary plat shall comply with the standards as outlined in the City's General Subdivision Provision of Title 10, Chapter 12, Section 3 and all regulatory zoning standards.

All general criteria for approval shall be met, per State Statute 50 - Chapter 13 and shall be compatible with the Comprehensive Plan.

Approval of the preliminary plat will set many parameters to which the final plat must substantially conform, including total number of lots, street layout, sidewalk connections and other similar items.

History:

The last official Plat done on this parcel was the Orchalara Subdivision and was done in 1908. Since then, Lots 4,5, & 6 have been broken up. November 11, 2023 the Martin Street Development Zoning District Agreement was adopted for this proposed area.

Analysis:

Staff has reviewed the preliminary plat based on the proposed development plan, the zoning regulations and comprehensive plan and finds that the preliminary plat is within compliance should the applicant conform to Staff's recommended conditions.

Conclusion:

Upon conclusion, this preliminary plat complies with the standards as outlined in the City's General Subdivision Provision of Title 10, Chapter 12, Section 3, all regulations regarding R-4 zoning development standards, and the 2016 comprehensive plan. All general criteria for approval have been met, per State Statute 50 - Chapter 13.

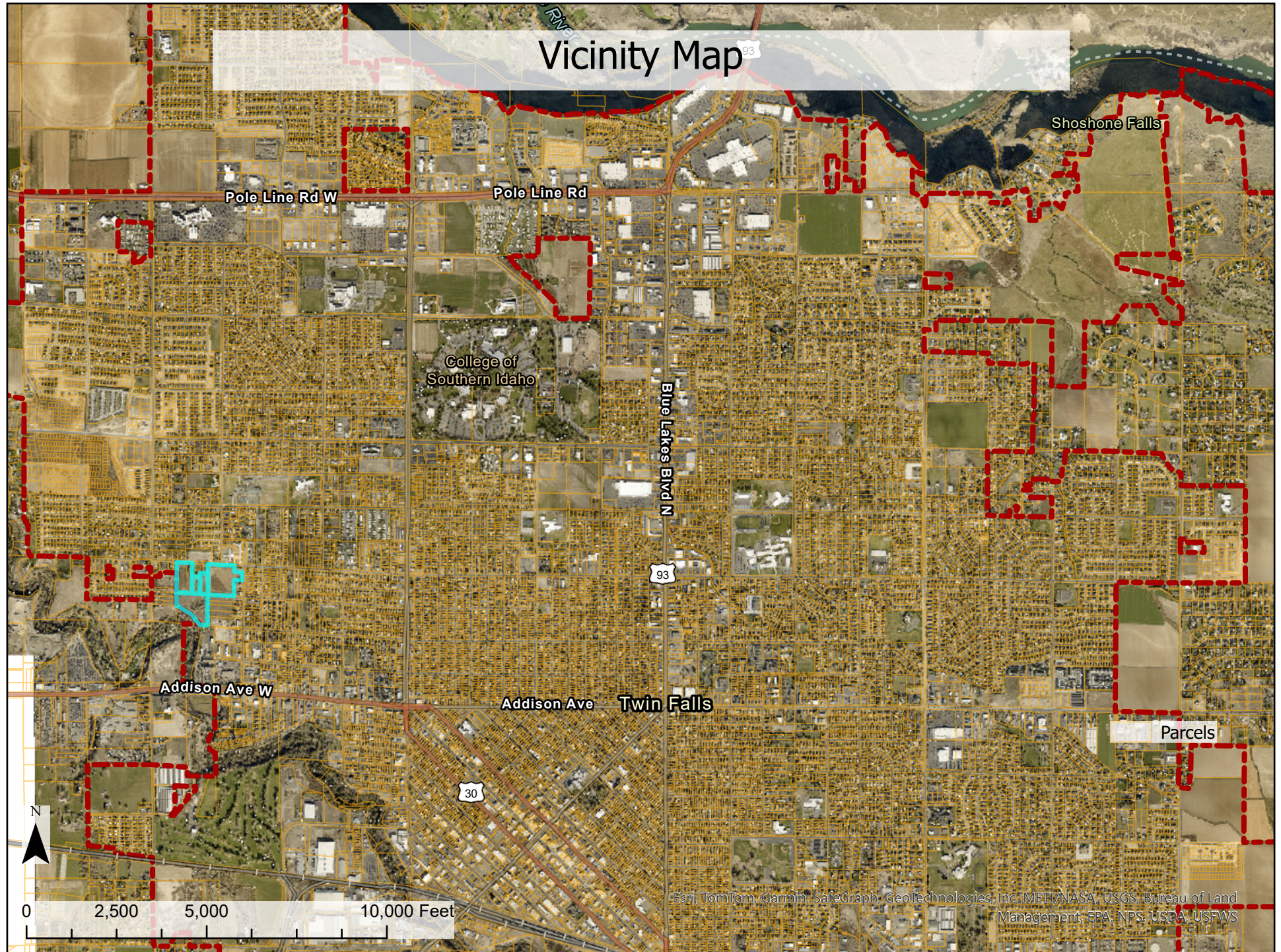
Should the Commission approve this request as presented, staff recommends approval be subject to the following conditions:

1. Subject to site plan amendments as required by Building, Engineering, Fire and Zoning Officials to comply with applicable City Codes and standards;
2. Subject to submittal of a preliminary plat submitted, prior to final plat submittal, showing compliance with all conditions and comments in Engineering Memorandum dated July 8, 2024; and
3. Subject to landscape plan submitted, prior to final plat submittal, showing compliance with all conditions and comments in Parks and Recreation Memorandum dated August 19, 2024.

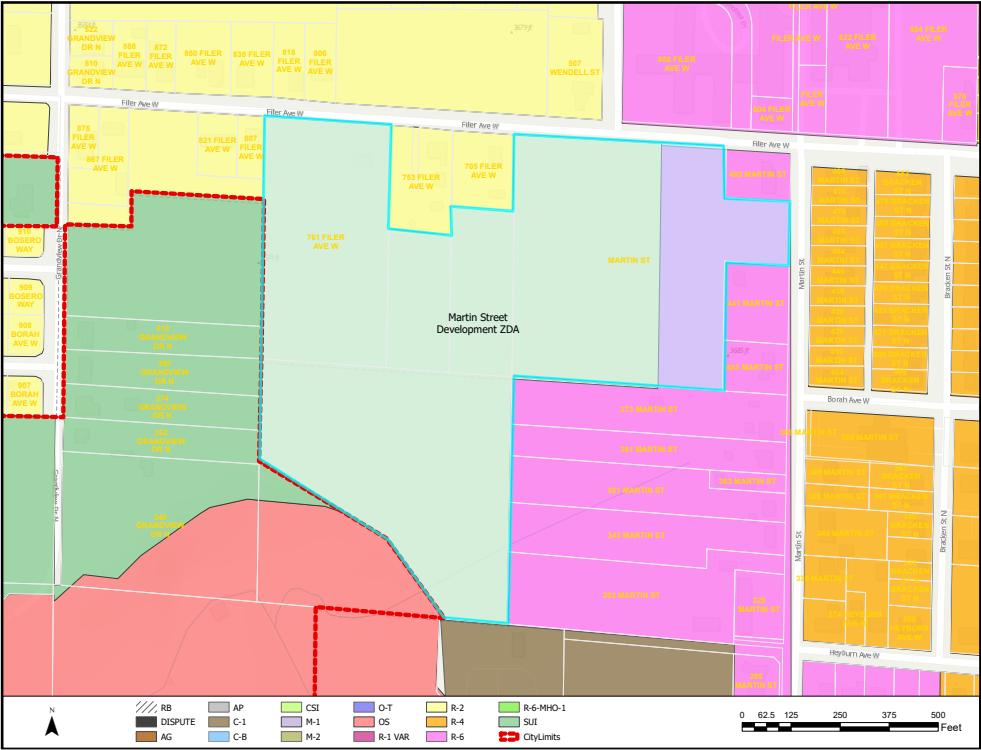
Attachments:

1. PZ24-0055 Vicinity Map
2. PZ24-0055 Presentation Map
3. PZ24-0055 Aerial Map
4. PZ24-0055 Haven Rock Subdivision, a ZDA- Preliminary Plat, 7-2-24
5. PZ24-0055 Joint Use Agreement
6. PZ24-0055 Engineering Memorandum 7.8.24
7. PZ24-0055 Proposed Landscape Plan 8.19.24
8. PZ4-0055 Parks and Recreation Memorandum 8.19.24

Vicinity Map⁹³



ZONING MAP



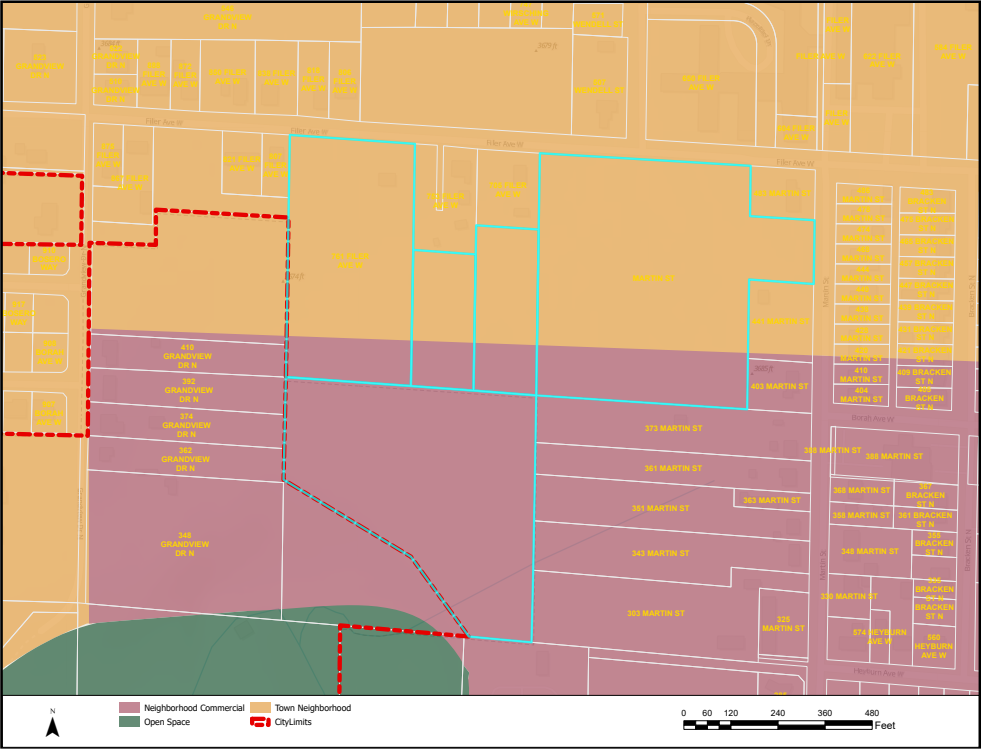
Zoning

Current Zoning:	Martin Street Development ZDA
Current Land Use:	Vacant
Proposed Zoning:	Martin Street Development ZDA
Proposed Land Use:	Residential

Surrounding Area

North:	Residential (R-2 & R-6)
South:	County & Park (C-1 & County Zoning)
East:	Residential (R-6 & R-4)
West:	Residential (County Zoning)

FUTURE LAND USE MAP



Regulations

Twin Falls Municipal Code Sections 10-12-2-3; 10-6-1; 10-4-6; & 10-4-4

Future Land Use Category

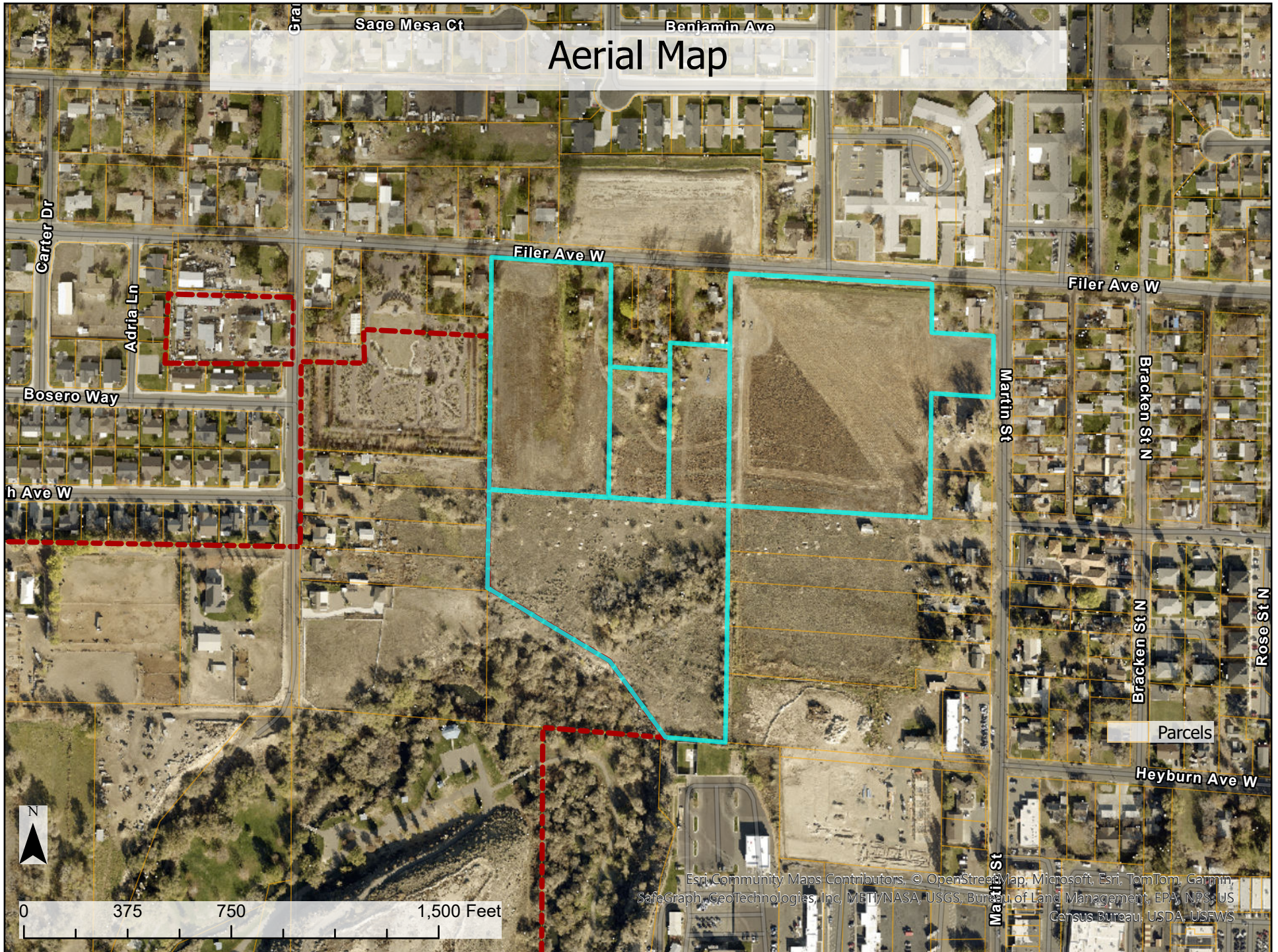
Town Neighborhood: Primarily residential in character with lot sizes that are smaller than found in rural residential.

Desired land use mix of single-family, duplexes, triplexes, townhomes, schools, civic facilities.

Neighborhood Commercial: Provides supporting services and small-scale commercial for the surrounding neighborhood. Designed to complement the neighborhoods character.

Desired land use mix of neighborhood-serving commercial, townhomes, condominiums, apartments, civic and community facilities, etc.

Aerial Map



HAVEN ROCK SUBDIVISION, A ZDA

A Resubdivision and Renumbering Of Lots 4, 5 and 6, Block 1

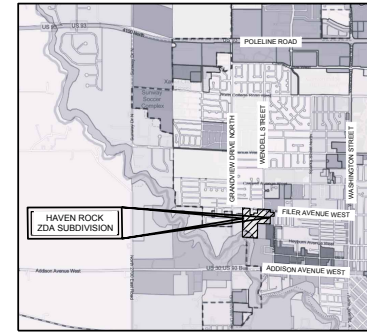
Ochalaro Subdivision

Located in SW4, Section 8
Township 10 South, Range 17 East, Boise Meridian
Twin Falls County, Idaho

SUBDIVIDER:
MARTIN STREET DEVELOPMENT, LLC
2468 DORM DRIVE
TWIN FALLS, IDAHO 83301
PHONE: 208-444-2229
EMAIL: ray@mcdadho.com

ENGINEER:
TDH ENGINEERING, INC.
161 5TH AVENUE S., STE 105
TWIN FALLS, IDAHO 83301
PHONE: 208-733-2446
EMAIL: rex.harding@tdhengineering.com

NOTE: SEE SHEET 2 FOR DIMENSIONS



VICINITY MAP
N.T.S.

GENERAL NOTES:

- IMPROVEMENTS WILL CONFORM TO THE CITY TWIN FALLS AND IDAHO STANDARD FOR PUBLIC WORKS CONSTRUCTION (ISPPWC) DESIGN STANDARD, ORDINANCES, SPECIFICATIONS AND STANDARD DRAWINGS.
- LOT DIMENSIONS ARE APPROXIMATE ONLY.
- UNITED STATES POSTAL SERVICE HAS BEEN ADVISED OF THE DEVELOPMENT.

EXISTING ZONE:

R-6 ZDA

EXISTING USE:

UNDEVELOPED

PROPOSED USE:

RESIDENTIAL, SINGLE AND MULTIFAMILY

DEVELOPMENT AREA:

±24.39 ACRES, 208 RESIDENTIAL SINGLE FAMILY LOTS, 6 MULTIFAMILY LOTS

DOMESTIC WATER:

SUBDIVISION WILL USE CITY OF TWIN FALLS WATER SUPPLY.

BENCH MARK:

BRASS CAP AT INTERSECTION OF GRANDVIEW DRIVE AND FILER AVE W ELEV. 3683.175

SEWER:

SUBDIVISION WILL USE CITY OF TWIN FALLS SEWER SYSTEM.

STREETS:

ACCESS TO SUBDIVISION WILL BE FROM MARTIN STREET AND FILER AVE WEST

EASEMENTS:

LOTS HAVE A 15' UTILITY EASEMENT ALONG FRONTAGES.

UTILITIES:

LOTS WILL BE SERVICED BY UNDERGROUND POWER AND TELEPHONE.

STORM RUNOFF:

ALL STORM WATER RETENTION WILL BE RETAINED IN RETENTION AREA WITHIN ROCK CREEK CANYON AND MAINTAINED BY THE HOME OWNER ASSOCIATION.

IRRIGATION:

TWIN FALLS CANAL COMPANY SHARES WILL BE DEDICATED TO THE CITY OF TWIN FALLS AND THE SUBDIVISION WILL BE CONNECTED TO THE EXISTING CITY PI SYSTEM.

PHASING:

THE SUBDIVISION WILL BE DEVELOPED IN 6 PHASES.

STREET NAME	CLASSIFICATION	RIGHT-OF-WAY WIDTH	ROADWAY WIDTH	SUBBASE/PAVEMENT
MARTIN STREET	COLLECTOR	74' (PROPOSED)	38' (PROPOSED)	11.5' / 4' / 4"
N WENDELL STREET	RESIDENTIAL	50' (PROPOSED)	33' (PROPOSED)	10.5' / 4' / 2.5"
S WENDELL STREET	RESIDENTIAL	25' (PROPOSED HALF)	16.5' (PROPOSED HALF)	10.5' / 4' / 2.5"
BORAH AVE WEST	RESIDENTIAL	50' (PROPOSED)	33' (PROPOSED)	10.5' / 4' / 2.5"

STREET NAME	CLASSIFICATION	RIGHT-OF-WAY WIDTH	ROADWAY WIDTH	SUBBASE/PAVEMENT
MARTIN STREET	COLLECTOR	74' (PROPOSED)	38' (PROPOSED)	11.5' / 4' / 4"
N WENDELL STREET	RESIDENTIAL	50' (PROPOSED)	33' (PROPOSED)	10.5' / 4' / 2.5"
S WENDELL STREET	RESIDENTIAL	25' (PROPOSED HALF)	16.5' (PROPOSED HALF)	10.5' / 4' / 2.5"
BORAH AVE WEST	RESIDENTIAL	50' (PROPOSED)	33' (PROPOSED)	10.5' / 4' / 2.5"

STORM WATER CALCULATIONS

50 YR 24HR STORM

PROJECT NAME:		HAVEN ROCK SUBDIVISION							
DATE:		6/18/2024							
STORM DEPTH (IN):		1.90							
DRYWELL VOIDS:		40%							
LOCATION		BUILDING		LANDSCAPING		TOTAL (SF)		RUNOFF (CF)	SWALE (CF)
AREA (SF)		C	AREA (SF)		C				
SITE PLAN		575,678	0.95	520,902		0.35	1,096,580	115,458	116,345
TOTAL RETENTION REQUIRED BEFORE CREDITS								116,345	
PRE DEVELOPMENT CREDIT			NO		DEVELOPMENT RUNOFF COEFF			0.35	0.00
TOTALS								116,345	

EXISTING	LEGEND PROPOSED	DESCRIPTION
---	---	WATER MAIN
---	---	SEWER LINE
---	---	BOUNDARY LINE
---	---	EASEMENT LINE
---	---	PRESSURE IRRIGATION PIPE
---	---	STORM DRAIN PIPE
---	---	CENTER LINE
---	---	RIGHT-OF-WAY
---	---	LOT LINE
---	---	CITY LIMIT BOUNDARY
---	---	SECTION LINE
---	---	SECTION CORNER AS NOTED
---	---	QUARTER CORNER AS NOTED
---	---	5/8" REBAR W/ CAP
---	---	1/2" REBAR W/ CAP
---	---	BRASS CAP
---	---	ALUMINUM CAP
---	---	MANHOLE
---	---	FIRE HYDRANT
---	---	STREET LIGHT

HAVEN ROCK SUBDIVISION, A ZDA
TWIN FALLS, IDAHO

PRELIMINARY PLAT
SITE LAYOUT

JOINT USE AGREEMENT FOR HAVEN ROCK SUBDIVISION
A Joint Use Agreement for the Operation and Maintenance of the Surface Retention
And Shared Parking Including Ingress and Egress,
For All Property within the Haven Rock Subdivision

As owners(s) of the property located at 761 Filer Avenue West also known as portions of Lots 4, 5 and 6 of the Orchalara Subdivision which will be developed as the Haven Rock Subdivision, a ZDA.

. Runoff Retention

We agree to share the subsurface runoff retention located within the Rock Creek Canyon, drainage and utility easement shown on the plats of the subdivision.

The following restrictions apply:

1. The runoff retention areas shall only be used for the retention of runoff from rain and snow melt.
2. No automotive fluids, septage or other potential hazardous substances shall be allowed to enter the retention areas.

Required Retention

The runoff retention areas are designed to retain the stormwater runoff as required by Section 10-11-8 of the Twin Falls Municipal Code. Runoff that exceeds the design 50-year storm amount will flow from the runoff retention to Rock Creek.

Maintenance

All costs associated with maintenance of the storm water retention areas shall be equally divided and apportioned to the owners of all lots based on the number of residential units within the lot.

Storm water retention maintenance shall include but not be limited to removal of refuse that accumulates on the grate and removal of soil and refuse from the invert of the catch basin.

Parking and Driveways

. We agree to share the driveway and parking spaces located within the common areas shown on the plats of the subdivision.

The following restrictions apply:

1. Those parking spaces designated as Handicap Accessible shall only be occupied by vehicles with handicap license plates, window stickers or placards.

2. Parking shall be restricted to vehicles that are operational and have current registration.
3. Parking spaces shall not be used for vehicles of one and one-half ton capacity or more, nor a vehicle which has an overall length of twenty-two and feet or longer.
4. Parking spaces shall not be used for trailers or non-motorized vehicles except for short term use for loading and unloading passengers or property.
5. Each residential unit will be limited to the use of 2 parking spaces.
6. Parking shall not restrict access to the joint use dumpsters.

Required Parking

In accordance with Twin Falls City Code 10-10-6, the following parking shall be provided for each lot:

- 2 spaces for each 2 bedroom unit
- 2.5 spaces for each 3 bedroom unit

Maintenance

All costs associated with maintenance of the driveway and parking lot shall be equally divided and apportioned to the owners of all lots based on the number of residential units within the lot.

Driveway and parking lot maintenance shall included but not be limited to snow plowing, sweeping, asphalt surface maintenance and painting.

Acknowledgement

This Joint Use Agreement for runoff retention, parking lots and driveways shall be appurtenant to the real property previously described and fully binding and effective upon the heirs, successors and assigns of the parties:

Dated this ____ day of _____, 202__

Ray Perron

State of Idaho)
County of _____) ss

On this ____ day of _____, 202__, before me, a notary public in and for the State of Idaho, personally appeared Ray Perron, know or identified to me to be the person whose name is subscribed to the previous agreement and acknowledged to me that they executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this agreement first above written.

Notary Public in and for the State of Idaho
My Commission Expires _____
Residing in _____

Gary Perron

State of Idaho)
County of _____) ss

On this ____ day of _____, 202__, before me, a notary public in and for the State of Idaho, personally appeared Gary Perron, know or identified to me to be the person whose name is subscribed to the previous agreement and acknowledged to me that they executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this agreement first above written.

Notary Public in and for the State of Idaho
My Commission Expires _____
Residing in _____

Dated this ____ day of _____, 202__

David Ellis

State of Idaho)
ss
County of _____)

On this ____ day of _____, 202__, before me, a notary public in and for the State of Idaho, personally appeared David Ellis, know or identified to me to be the person whose name is subscribed to the previous agreement and acknowledged to me that they executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this agreement first above written.

Notary Public in and for the State of Idaho
My Commission Expires _____
Residing in _____

Derrick Ellis

State of Idaho)
ss
County of _____)

On this ____ day of _____, 202__, before me, a notary public in and for the State of Idaho, personally appeared David Ellis, know or identified to me to be the person whose name is subscribed to the previous agreement and acknowledged to me that they executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this agreement first above written.

Notary Public in and for the State of Idaho
My Commission Expires _____
Residing in _____



P.O. Box 1907

203 Main Avenue East

Twin Falls, Idaho 83303-1907

Fax: (208) 736-2293

ENGINEERING

208-735-7248

ENGINEERING MEMORANDUM

To: William Klaver, Senior Planner

From: Kristi Fehringer, Engineering Development Coordinator *KF*

Date: 7/8/2024

Re: Preliminary Plat – **Haven Rock Subdivision** – Application # 24-0055

The Engineering Department has reviewed the revised Preliminary Plat, submitted July 2, 2024, for the **Haven Rock Subdivision**. The following changes and items shall be addressed prior to final plat application.

Sewer Comments:

1. (Original comment #2) Please provide a letter from DEQ approving the private lift station for this project.

Water Comments:

2. (Original comment #7) The proposed 8" water main located in Wendell St. shall be constructed by the Haven Rock Subdivision development. This water main shall be located on the west side of the sewer trunk line.

Pressure Irrigation Comments:

3. (Original comment #8) Please indicate what pressure irrigation station this development will be connecting to, and where that connection point will be. Also, please show all pressure irrigation mains, service locations and blow-offs.

Stormwater Comments:

4. (Original comment #10). The bike path will not be a viable option for access to the retention area for maintenance purposes. Please propose a different option.
5. (Original comment #11) Please provide an approval letter from Twin Falls County for the stormwater retention area that is under their jurisdiction.
6. (Original comment #12) Please provide an approval letter from the Army Corp of Engineers approving the additional stormwater in the Rock Creek drainage.
7. (Original comment #13) Please indicate the location of the 100 year overflow.

Streets Comments:

8. Martin Street right of way width should be indicated as 78'.

9. (Original comment #18) Please remove the “Subbase/Base/Pavement” depths column from the street chart or replace the depths with **Per ISPWC**.

Irrigation Comments:

10. (Original comment #19) Please submit a Twin Falls Canal Company approval letter.

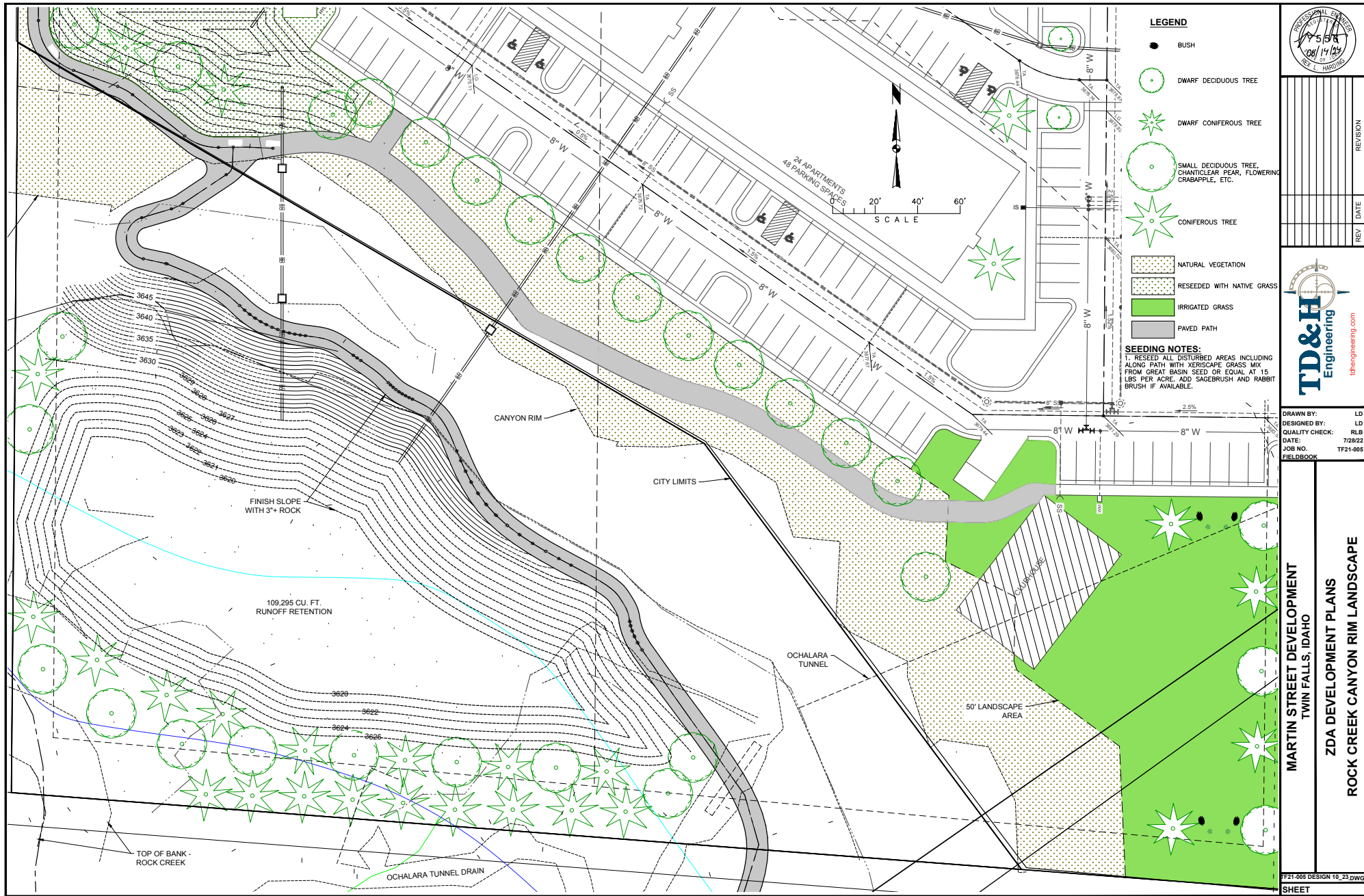
General Comments:

11. (Original comment #22) The phasing linework is still not visible.

If you have any questions, please contact Kristi Fehringer at 208-735-7332 or email at kfehringer@tfid.org

Cc: Subdivision File

Note: During the preliminary plat review process, the City of Twin Falls Engineering Department will make every attempt to notify the developer of any code or design standard issues that may cause any zoning concerns. The purpose of the review is to check compliance of the proposed development with existing local and state policies, goals and objectives or comprehensive plans; it is not a technical engineering review. Design standards will be reviewed as part of the final platting process. The City of Twin Falls reserves the right to require compliance with all relevant federal, state and local codes as part of the final plat review process.



Will Klaver

From: Chance Munns
Sent: Monday, August 19, 2024 4:37 PM
To: Rex Harding; Will Klaver; Kristi Fehringer; ray@mfcidaho.com; garyperron@gmail.com (garyperron@gmail.com); David Ellis (david19ellis@yahoo.com); Derrick Ellis (deconstruction8@gmail.com); Wendy Davis
Cc: Jonathan Spendlove
Subject: RE: Haven Rock Subdivision, a ZDA Preliminary Plat Comments

Follow Up Flag: Flag for follow up
Flag Status: Completed

Thank you Rex,

While the reseed mix is not native, it is an acceptable mix of introduced species that we can permit along the pathway. Chanticlear Pear and Flowering Crabapple are proposed for trees along walkway. Although not shown as separate symbols, these trees can alternate in the identified locations. There are many species of flowering crabapple. I'd recommend a fruitless variety with shown proximity to parking.

I don't see a species of proposed coniferous tree on the plan but would recommend a White Fir, Western White Pine, Vanderwolf's Pine, or Eastern Red Cedar. We already have too high percentage of Austrian Pine and Blue Spruce.

The plan is permissible with the above recommendations.

I'll be out of town for the rest of the week so I hope my comments help you move forward.

Chance Munns

Parks Superintendent

City of Twin Falls

Parks & Recreation

Twin Falls, Idaho

cmunns@tfid.org

(208) 736-2265 #1308



From: Rex Harding <Rex.Harding@tdhengineering.com>
Sent: Monday, August 19, 2024 7:07 AM
To: Chance Munns <cmunns@tfid.org>; Will Klaver <wklaver@tfid.org>; Kristi Fehringer <KFehringer@tfid.org>; ray@mfcidaho.com; garyperron@gmail.com (garyperron@gmail.com) <garyperron@gmail.com>; David Ellis (david19ellis@yahoo.com) <david19ellis@yahoo.com>; Derrick Ellis (deconstruction8@gmail.com) <deconstruction8@gmail.com>; Wendy Davis <wdavis@tfid.org>
Cc: Jonathan Spendlove <JSpendlove@tfid.org>
Subject: RE: Haven Rock Subdivision, a ZDA Preliminary Plat Comments

[EXTERNAL SENDER]

Attached hereto is the updated plan and the email with comments on how the issues were resolved.

From: Chance Munns <cmunns@tfid.org>
Sent: Thursday, August 15, 2024 4:10 PM
To: Rex Harding <Rex.Harding@tdhengineering.com>; Will Klaver <wklaver@tfid.org>; Kristi Fehringer <KFehringer@tfid.org>; ray@mfcidaho.com; garyperron@gmail.com (garyperron@gmail.com) <garyperron@gmail.com>; David Ellis (david19ellis@yahoo.com) <david19ellis@yahoo.com>; Derrick Ellis (deconstruction8@gmail.com) <deconstruction8@gmail.com>; Wendy Davis <wdavis@tfid.org>
Cc: Jonathan Spendlove <JSpendlove@tfid.org>
Subject: RE: Haven Rock Subdivision, a ZDA Preliminary Plat Comments

Thanks Rex,

Many of the previously listed items have been resolved but those that are still pending include:

1. Species of trees proposed (and drawn at appropriate corresponding size)
2. Plants included in the native seed mix. I would approve anything that includes a mixture of some or all of the following plants: Basin Big Sage, Wyoming Big Sage, Saltbush, Bitterbrush, Rabbitbrush, Indian Ricegrass, Great Basin Wild Rye, Sandberg bluegrass, Western Wheatgrass, Bluebunch Wheatgrass, Blue Flax, Rocky Mountain Penstemon, Globemallow, Indian Paintbrush, Owl's Claw, Winterfat. Others considered as requested.
3. Please re-hatch the reseeding/disturbed area for reference on plans.
4. Any disturbed area on edges of trail beyond gravel shoulder should also be considered for revegetation. (Although I know the intent is to only disturb what will eventually be paved)

Chance Munns

Parks Superintendent

City of Twin Falls
Parks & Recreation
Twin Falls, Idaho
cmunns@tfid.org
(208) 736-2265 #1308



From: Rex Harding <Rex.Harding@tdhengineering.com>
Sent: Wednesday, August 14, 2024 10:45 AM
To: Chance Munns <cmunns@tfid.org>; Will Klaver <wklaver@tfid.org>; Kristi Fehringer <KFehringer@tfid.org>; ray@mfcidaho.com; garyperron@gmail.com (garyperron@gmail.com) <garyperron@gmail.com>; David Ellis (david19ellis@yahoo.com) <david19ellis@yahoo.com>; Derrick Ellis (deconstruction8@gmail.com) <deconstruction8@gmail.com>; Wendy Davis <wdavis@tfid.org>
Cc: Jonathan Spendlove <JSpendlove@tfid.org>
Subject: RE: Haven Rock Subdivision, a ZDA Preliminary Plat Comments

[EXTERNAL SENDER]

Attached hereto is the updated landscape plan for the Rock Creek Rim with the revisions you requested.

From: Chance Munns <cmunns@tfid.org>
Sent: Tuesday, July 16, 2024 12:32 PM

To: Rex L. Harding <Rex.Harding@tdhengineering.com>; Will Klaver <wklaver@tfid.org>; Kristi Fehringer <KFehringer@tfid.org>; ray@mfcidaho.com; garyperron@gmail.com (garyperron@gmail.com) <garyperron@gmail.com>; David Ellis (david19ellis@yahoo.com) <david19ellis@yahoo.com>; Derrick Ellis (deconstruction8@gmail.com) <deconstruction8@gmail.com>; Wendy Davis <wdavis@tfid.org>
Cc: Jonathan Spendlove <JSpendlove@tfid.org>
Subject: RE: Haven Rock Subdivision, a ZDA Preliminary Plat Comments

Thanks for the quick revision.

We still need to know the proposed tree species on the plan though.

The large symbols are drawn at about 25' diameter, which is about the size of a small ornamental fruit tree. Is that the intention? Amelanchier alnifolia is similar. Large shade trees are generally 60' diameter.

I would not recommend conifers in this space. Most Spruce, Pine, and Fir grow to be about 40' wide and there's not enough space to allow that without limbs getting into parking stalls or the trail.

Also, I just noticed the trail is drawn right at the edge of the rim. Wherever the trail gets within 15' of the edge there will need to be a fence/railing.

Easiest thing to do would be to move the trail location closer to parking lot. If trail needs to be located along the edge of canyon, we would ask for a fence that matches our standard canyon rim trail fence with metal square tubing posts and wooden rails.

Finally, is the only place to get on the trail located at the clubhouse? Or could it connect to the parking lot in another location?

Chance Munns

Parks Superintendent

City of Twin Falls
Parks & Recreation
Twin Falls, Idaho
cmunns@tfid.org
(208) 736-2265 #1308



From: Rex L. Harding <Rex.Harding@tdhengineering.com>

Sent: Tuesday, July 16, 2024 8:32 AM

To: Chance Munns <cmunns@tfid.org>; Will Klaver <wklaver@tfid.org>; Kristi Fehringer <KFehringer@tfid.org>; ray@mfcidaho.com; garyperron@gmail.com (garyperron@gmail.com) <garyperron@gmail.com>; David Ellis (david19ellis@yahoo.com) <david19ellis@yahoo.com>; Derrick Ellis (deconstruction8@gmail.com) <deconstruction8@gmail.com>; Wendy Davis <wdavis@tfid.org>

Cc: Jonathan Spendlove <JSpendlove@tfid.org>

Subject: RE: Haven Rock Subdivision, a ZDA Preliminary Plat Comments

[EXTERNAL SENDER]

Attached hereto is the revised landscape plan. I changed the strip along the sidewalk to native. The soil should be deep enough along there to support trees. I also relocated the trees in the retention areas, since they were laid out based on an old retention design.

From: Chance Munns <cmunns@tfid.org>
Sent: Monday, July 15, 2024 1:42 PM
To: Rex L. Harding <Rex.Harding@tdhengineering.com>; Will Klaver <wklaver@tfid.org>; Kristi Fehringer <KFehringer@tfid.org>; ray@mfcidaho.com; garyperron@gmail.com (garyperron@gmail.com) <garyperron@gmail.com>; David Ellis (david19ellis@yahoo.com) <david19ellis@yahoo.com>; Derrick Ellis (deconstruction8@gmail.com) <deconstruction8@gmail.com>; Wendy Davis <wdavis@tfid.org>
Cc: Jonathan Spendlove <JSpendlove@tfid.org>
Subject: RE: Haven Rock Subdivision, a ZDA Preliminary Plat Comments

Thanks Rex,

The native grass seed mix will be fine but a BLM wildland seed mix would also work.

I was ok with a grass strip along the walk but didn't know you were being asked to give us a 50' landscape, which is to the curb. I'd recommend doing away with the grass strip and keep it native as well. It wouldn't be worth bringing over a mower just for that small strip.

Can you please be more specific with the species of trees proposed? We didn't talk about trees last week, just native vegetation. As shallow as the lense of soil is in this area you might not plant trees anyway.

If you plant trees and we are to take over maintenance, our landscape specifications would require a 12" topsoil be added before planting. If you stick with native wildland plants, an application of dry seed mix is enough and you wouldn't have to bring in topsoil.

Let me know where you're headed with this and I can help with plant selection. For instance, if you want trees, maybe we can fit in some Mountain Mahogany or Service Berry. Most other trees would fit the environment.

I would not recommend planting in the retention area as it will be a mix of excavated subsoils and would be difficult to get supplemental water to.

Thanks,

Chance Munns

Parks Superintendent

City of Twin Falls

Parks & Recreation

Twin Falls, Idaho

cmunns@tfid.org

(208) 736-2265 #1308



From: Rex L. Harding <Rex.Harding@tdhengineering.com>
Sent: Monday, July 15, 2024 10:48 AM
To: Will Klaver <wklaver@tfid.org>; Kristi Fehringer <KFehringer@tfid.org>; ray@mfcidaho.com; garyperron@gmail.com (garyperron@gmail.com) <garyperron@gmail.com>; David Ellis (david19ellis@yahoo.com) <david19ellis@yahoo.com>; Derrick Ellis (deconstruction8@gmail.com) <deconstruction8@gmail.com>; Chance Munns <cmunns@tfid.org>; Wendy Davis <wdavis@tfid.org>

Cc: Jonathan Spendlove <JSpendlove@tfid.org>

Subject: RE: Haven Rock Subdivision, a ZDA Preliminary Plat Comments

[EXTERNAL SENDER]

Attached hereto is the proposed landscape plan along the Rock Creek Canyon Rim as we discussed last week.

From: Will Klaver <wklaver@tfid.org>

Sent: Wednesday, July 3, 2024 8:21 AM

To: Kristi Fehringer <KFehringer@tfid.org>; Rex L. Harding <Rex.Harding@tdhengineering.com>; ray@mfcidaho.com; garyperron@gmail.com (garyperron@gmail.com) <garyperron@gmail.com>; David Ellis (david19ellis@yahoo.com) <david19ellis@yahoo.com>; Derrick Ellis (deconstruction8@gmail.com) <deconstruction8@gmail.com>

Cc: Jonathan Spendlove <JSpendlove@tfid.org>

Subject: RE: Haven Rock Subdivision, a ZDA Preliminary Plat Comments



Rex,

Before the preliminary plat can be move forward, we need a landscape plan to satisfy condition #6 of the ZDA Approval. Condition #6 states, "Subject to the Parks Superintendent giving a recommendation on the Landscape Plan for the 50-foot setback area along Rock Creek, to be reviewed by the Planning and Zoning Commission on the Preliminary Plat. Landscape Plan to emphasize natural landscape type plantings."

-Will

William Klaver, AICP, Senior Planner

Planning & Zoning Department

203 Main Ave. E., Twin Falls, ID 83301

208-735-7270 | wklaver@tfid.org

From: Kristi Fehringer <KFehringer@tfid.org>

Sent: Tuesday, July 2, 2024 2:15 PM

To: Rex L. Harding <Rex.Harding@tdhengineering.com>; Will Klaver <wklaver@tfid.org>; ray@mfcidaho.com; garyperron@gmail.com (garyperron@gmail.com) <garyperron@gmail.com>; David Ellis (david19ellis@yahoo.com) <david19ellis@yahoo.com>; Derrick Ellis (deconstruction8@gmail.com) <deconstruction8@gmail.com>

Cc: Jonathan Spendlove <JSpendlove@tfid.org>

Subject: RE: Haven Rock Subdivision, a ZDA Preliminary Plat Comments

Good Afternoon Rex,

We have received the following items:

1. Revised Preliminary Plat
2. Marked up comment letter
3. Joint Use Agreement (signed hard copy was delivered as well)

These items will be reviewed for compliance with City standards & specifications, City code, and staff review comments. Troy and I will be reviewing the Engineering requirements and Will Klaver will be reviewing the Planning & Zoning requirements of your recent submittal.

We will be in contact after the review of your resubmittal is complete.

Thank you,



Kristi Fehringer, Engineering Development Coordinator
Engineering Department
203 Main Ave. E., Twin Falls, ID 83301
208-735-7332 kfehringer@tfid.org

From: Rex L. Harding <Rex.Harding@tdhengineering.com>
Sent: Tuesday, July 2, 2024 9:55 AM
To: Will Klaver <wklaver@tfid.org>; ray@mfcidaho.com; garyperron@gmail.com (garyperron@gmail.com)
<garyperron@gmail.com>; David Ellis (david19ellis@yahoo.com) <david19ellis@yahoo.com>; Derrick Ellis
(deconstruction8@gmail.com) <deconstruction8@gmail.com>
Cc: Jonathan Spendlove <JSpendlove@tfid.org>; Kristi Fehringer <KFehringer@tfid.org>
Subject: RE: Haven Rock Subdivision, a ZDA Preliminary Plat Comments



[EXTERNAL SENDER]

Attached hereto is the revised Preliminary Plat and the marked up comment letter indicating what revisions were made. Also included is the proposed Joint Use Agreement.

From: Will Klaver <wklaver@tfid.org>
Sent: Friday, June 14, 2024 11:38 AM
To: Rex L. Harding <Rex.Harding@tdhengineering.com>; ray@mfcidaho.com
Cc: Jonathan Spendlove <JSpendlove@tfid.org>; Kristi Fehringer <KFehringer@tfid.org>
Subject: Haven Rock Subdivision, a ZDA Preliminary Plat Comments

Rex,

When reviewing the Preliminary plat for Haven Rock Subdivision, a ZDA, the following comments need to be addressed prior to scheduling the application for a Planning and Zoning Meeting:

1. ***Please provide a Landscape Plan.*** Per Martin Street ZDA Condition #6, Subject to the Parks Superintendent giving a recommendation on the Landscape Plan for the 50-foot setback area along Rock Creek, to be reviewed by the Planning and Zoning Commission on the Preliminary Plat. Landscape Plan to emphasize natural landscape type plantings.
2. ***Ordinance needs to be published in the Paper.*** This is scheduled to be published tomorrow (6/15/2024) and will be recorded once published.

Once the above comments are addressed, we can schedule the preliminary plat to go before the Planning and Zoning Commission for public comment with the following conditions.

1. Subject to site plan amendments as required by Building, Engineering, Fire and Zoning Officials to comply with applicable City Codes and standards; and
2. Subject to submittal of a preliminary plat submitted prior to final plat application showing compliance with all conditions and comments in Engineering Memorandum dated June 4, 2024 (see attached).

William Klaver, AICP, Senior Planner
Planning & Zoning Department
203 Main Ave. E., Twin Falls, ID 83301



Date: Tuesday, October 8, 2024
To: Planning and Zoning Commission
From: Kelli Ebersole, City Planner, City Planner

ACTION ITEM

Request:

Request for a Special Use Permit for a home occupation (dog grooming) on property located at 782 Bighorn Dr. c/o Stephanie Fort-Baliola (PZ24-0093).

Time Estimate:

Approximately 5-10 minutes for the presentation with questions/comments to follow.

Background:

The applicant is proposing a home occupation, a dog grooming salon, located inside the residence.

Approval Process:

Per City Code 10-13-2-2 The Special Use Permit process requires a public hearing in which interested persons have the opportunity to be heard, with regards to the application.

The Commission shall decide on the request within thirty (30) days after the public hearing. If Conditions of Approval are placed on the permit by the Commission, the Administrator shall issue the permit specifically listing such conditions. Conditions shall be implemented within 6 months, or the permit is void.

If the Commission's decision is appealed within fifteen (15) days of the signing of the Findings of Fact, City Council shall set a hearing date to consider all information, testimony, and minutes of the previous hearing to reach a decision on the appeal.

Budget Impact:

n/a

Regulatory Impact:

Per City Code 10-4-5.2-(B)6d states "a special use permit is required for "a home occupation."

Standards Applicable to Special Uses:

1. Will, in fact, constitute a special use as established by zoning requirements for the zone involved.
2. Will be harmonious with and in accordance with the general objectives or with any specific objective of a comprehensive plan and/or zoning regulations.
3. Will be designed, constructed, operated, and maintained to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity and that such use will not change the essential character of the same area.
4. Will not be hazardous or disturbing to existing or future neighboring uses.
5. Will be served adequately by essential public facilities and services such as highways, streets, police and fire protection, drainage structures, refuse disposal, water and sewer and schools; or

- that the persons responsible for the establishment of the proposed use shall be able to provide adequately any such services.
6. Will not create excessive additional requirements at public cost for public facilities and services and will not be detrimental to the economic welfare of the community.
 7. Will not involve uses, activities, processes, materials, equipment and conditions of operation that will be detrimental to any person, property or to the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare or odors.
 8. Will have vehicular approaches to the property which shall be so designed as not to create an interference with traffic on surrounding public thoroughfares.
 9. Will not result in the destruction, loss or damage to a natural, scenic or historic feature of major importance.

Upon Granting a Special Use Permit, Conditions May Be Attached To A Special Use Permit Including, But Not Limited To, Those:

- Minimizing adverse impact on other developments.
- Controlling the sequence and timing of development.
- Controlling the duration of development.
- Assuring that development is maintained properly.
- Designating the exact location and nature of development.
- Requiring the provision for on-site or off-site public facilities or services.
- Requiring more restrictive standards than those generally required in this Title.

History:

The property is zoned R-2, Residential Single Household or Duplex District and located in the Twin Falls Grandview Estates Subdivision. Per city code, a Home Occupation requires a Special Use Permit in the R-2 zoning district.

According to County Records, the house was built in 2018. Records show the base square footage is 2,740 square feet. According to the narrative and site plan, the applicant will be using one room of the home for the grooming business (144 square feet), meeting the size restriction for a “home occupation” of 400 square feet.

Analysis:

The applicant stated in their narrative that the business will service one dog at a time, with an estimate of five (5) dogs per day. This business will be a sole proprietorship, with no other employees.

Hours of operation are Monday – Thursday, 8:00 am to 5:00 pm. Clients will drop off their dog at their scheduled appointment time and be expected to pick up within 30 minutes of completion. There is accessible customer parking in the driveway and in front of the home.

The surrounding properties are primarily residential. Per their narrative, the applicant has stated there will be minimum impact to the surrounding properties due to noise, as all work will happen indoors, and no impact due to glare, odor, and fumes. The applicant has stated any dog waste will be picked up immediately and disposed of properly.

Per City Code 10-10-2, off-street paved parking is required for a home occupation. The property has a paved driveway with two available spaces for customer drop off and pick up. The street frontage may also be used by customers.

The 2016 Comprehensive Plan; “Grow With Us” designates this area as appropriate for “Town Neighborhood”, which is primarily residential in character, lot sizes are smaller than found in Rural Residential, with contiguous, and clustered development to maximize open space and community gathering areas. This designation consists of single-family homes, attached and detached, duplexes, triplexes, and townhomes, parks and recreation facilities, schools, and Civic facilities.

Staff has determined the proposed use is compatible with the comprehensive plan.

Based on the standards for approval, staff does not foresee detrimental impacts related to the land use.

Conclusion:

The commission is tasked with making a ruling on the request. The commission may approve the request, as presented, approve the request with added conditions, deny the request, or table for further information. Approval of this zoning request does not preclude the applicant from obtaining the required permits and/or licenses needed to complete the project.

Upon conclusion, should the Commission recommend approval of the request as presented, staff recommends the following:

1. Subject to site plan amendments as required by Building, Engineering, Fire and Zoning Officials to comply with applicable City Codes and standards.

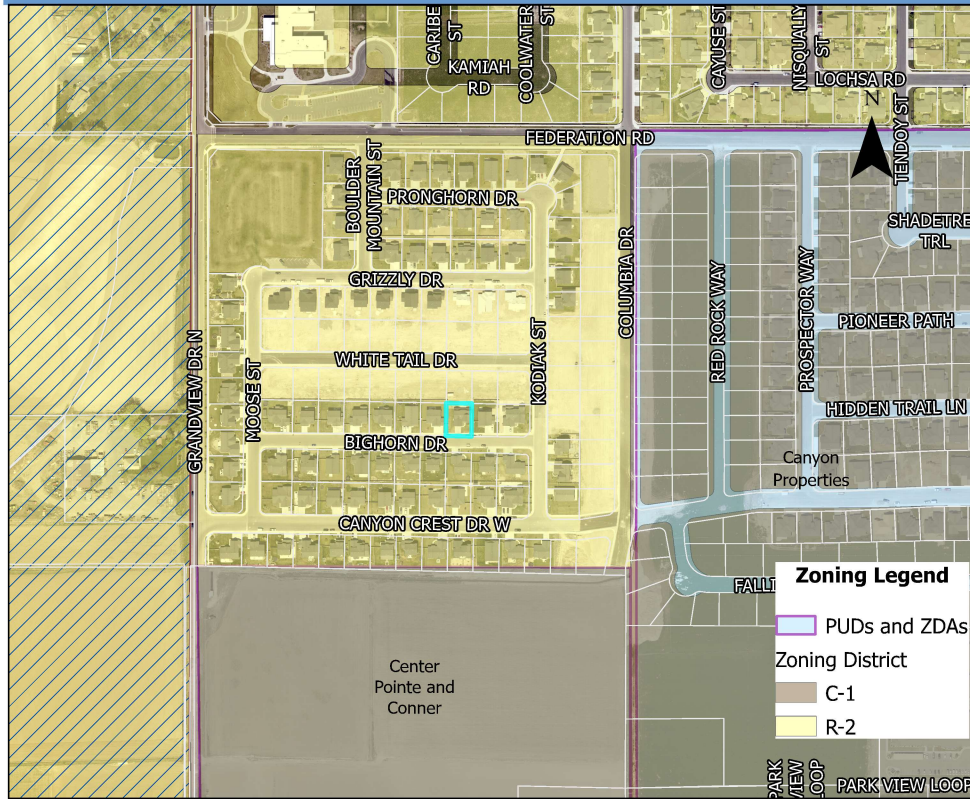
Attachments:

1. PZ24-0093 Vicinity Map
2. PZ24-0093 Presentation Map
3. PZ24-0093 Applicant Narrative
4. PZ24-0093 Proposed Site Plan
5. PZ24-0093 Proposed Elevation
6. 1 - PZ24-0093 Public Comment Mancari 9-24-24

VICINITY MAP



ZONING MAP



Zoning

Current Zoning: R-2

Current Land Use: Residential

Proposed Zoning: N/A

Proposed Land Use:
Home Occupation/Dog Grooming

Surrounding Area

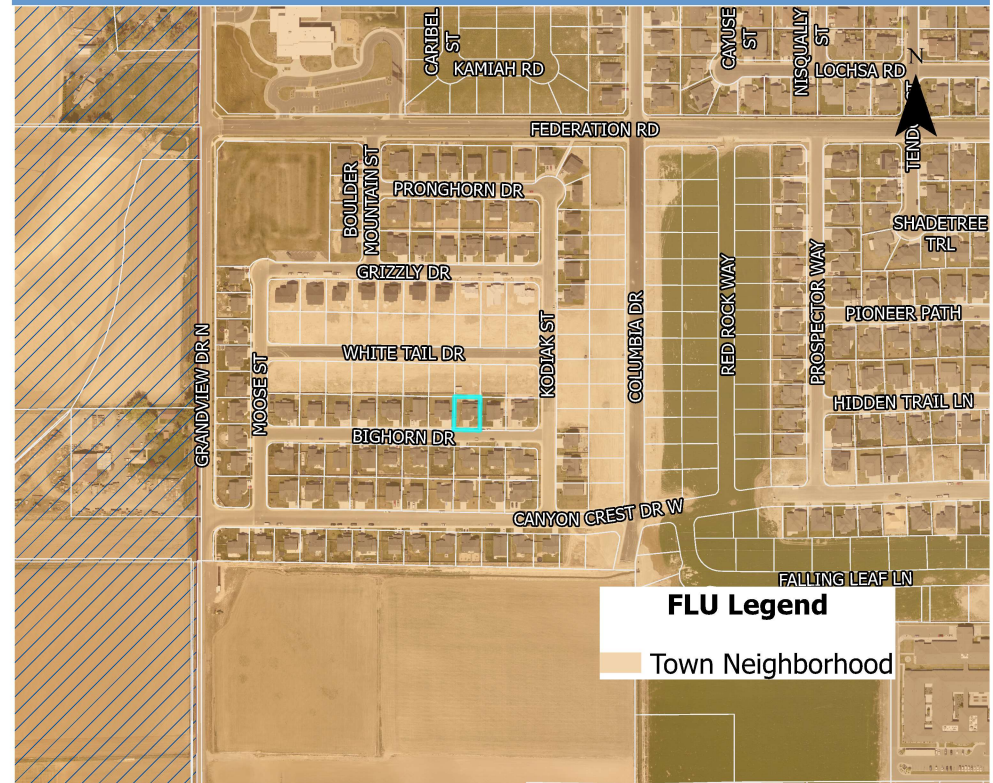
North: Residential

South: Residential

East: Residential

West: Residential

FUTURE LAND USE MAP



Regulations

10-13-2.2, 10-4-4.2, 10-2-1

FLU Category

Town Neighborhood:

Primarily residential in character

- Lot sizes are smaller than found in Rural Residential

- Contiguous, and clustered development to maximize open space and community gathering areas

Single-family attached and detached

- Duplexes, triplexes, and townhomes
- Parks and recreation facilities
- Schools
- Civic facilities

Reason for the request: I want to be home with my children while still able to make an income to provide for my family.

Explanation of Project:

- i. Hours of operation; Monday-Thursday 8am-5pm
- ii. Traffic anticipated; Estimated 5 dogs a day, scheduled at different times throughout the day. The dog is dropped off at appointment time and picked up within 30 minutes of completion of groom. Each drop off and pickup will take an estimated 10 minutes to complete.
Parking: Both spaces in our private driveway will be available to customers that connect to our walkway to our front door.
- iii. Number of employees; one on one grooming, sole proprietorship, no hired employees

Evaluation of the effects on adjoining property:

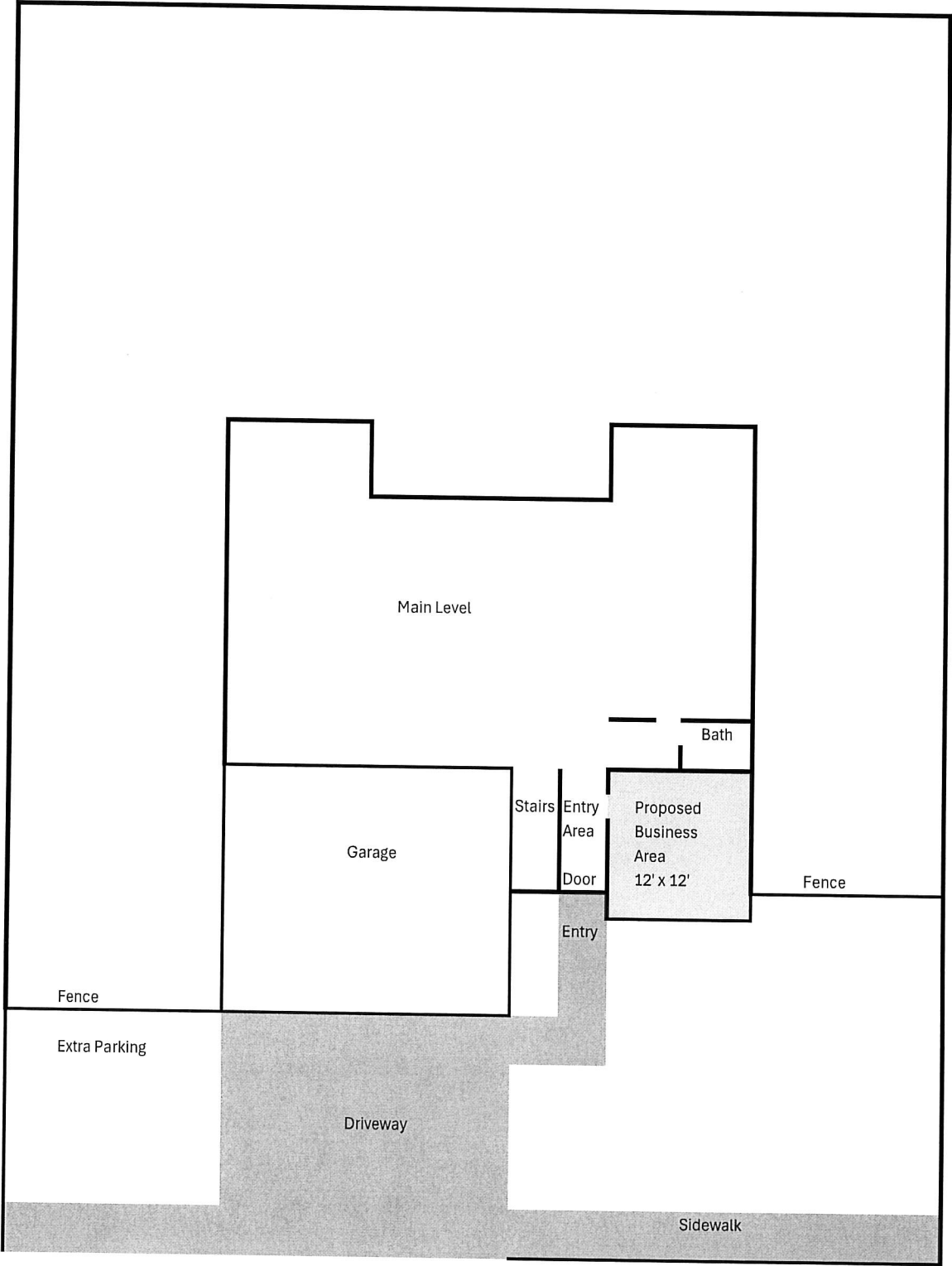
- i. Noise; no extra noise expected as all work will be done inside the house. Any noise that goes along with dog grooming (i.e., high velocity dryer and barking) will be contained indoors. Dogs will only be outside during pick up and drop off.
- ii. Glare; none expected
- iii. Odor; no extra odor expected as dogs will stay inside the grooming salon. Customers will be required to potty their dogs BEFORE coming to their appointment to avoid any extra potty messes outside. In the event an accident occurs outside, I will provide the necessary products to the customers for quick cleanup.
- iv. Fumes and vibrations on adjoining property; none expected
- v. General compatibility; I do not anticipate any major problems or concerns to any adjoining properties. The added traffic will be so minimal, and the parking time so short that I do not expect any congestion in the neighborhood. All noises and odors will be well contained and should go unnoticed by adjoining properties. Grooming customers will be well informed of all expectations and required to follow instructions to keep property well maintained.

Stephanie & Reginald Baliola
208-490-4824
782 Big Horn Dr., Twin Falls, ID 83301
Legal Address: Twin Falls Grandview Estates, Subd, Lot 13 Block 5, (32-9-17 Sw)

Lot Size Approx 78' Width by 100' Depth
House is 2740 sq ft 2 levels
Proposed Business Use 12' by 12' room (144 sq ft)



Scale:  10 Foot





SHARED WALL W/BATHROOM
PLUMB PERMIT
2 PKG SPACES
1 on 1

September 17, 2024

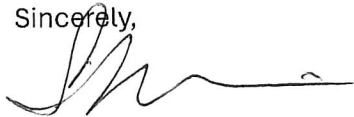
To: City of Twin Falls
Planning and Zoning Department
203 Main Avenue East
P. O. Box 1907
Twin Falls, ID 83301-1907

From: Sebastian and Roanne Mancari
757 Grizzly Drive
Twin Falls, ID 83301

Re: ***Stephanie Fort-Baliola request for special use permit (pz24-0093)***

This letter is regarding a special use permit for a home occupation (dog grooming) on property at 782 Bighorn. **My husband and I adamantly oppose this request.** Our home is 2 blocks from this request; our neighborhood is not designed for commercial use, lots are small, parking is limited, traffic could be a concern as we have a lot of young children in the area, and the potential noise from a business such as this is not welcome. Please deny this request.

Sincerely,



Sebastian Mancari



Roanne Mancari



Date: Tuesday, October 8, 2024
To: Planning and Zoning Commission
From: Kelli Ebersole, City Planner, City Planner

ACTION ITEM

Request:

Request for a recommendation to City Council to approve a Zoning District Change from R-6 to C-1 on property located on the south side of the 1900 block of 4th Avenue East. c/o Ajia, LLC on behalf of Perrine Investments, LLC (PZ24-0094).

Time Estimate:

Approximately 5-10 minutes with questions/comments to follow.

Background:

The applicant, Perrine Investments, LLC, represented by Ajia, LLC is proposing to rezone the property generally located at on the south side of the 1900 block of 4th Avenue East from R-6, Multi-Family Residential, to C-1, Commercial Highway District. The subject property is approximately 6.39 acres.

The property is currently vacant, and there are no records showing development on this property.

Approval Process:

Per City Code 10-14-4 thru 10-14-7

Zoning districts, zoning subdistricts, and overlay districts shall be amended if the request is in accordance with a comprehensive plan. The commission may recommend, and the council may adopt or reject the ordinance amendment under the notice and hearing procedures. The commission, prior to recommending a zoning map amendment that is in accordance with a comprehensive plan to the council, shall conduct at least one public hearing in which interested persons shall have an opportunity to be heard.

The commission shall transmit its recommendation to the council. The commission may recommend that the amendment be granted as requested, or it may recommend a modification of the amendment requested, or it may recommend that the amendment be denied. The commission shall ensure that any favorable recommendations for amendments are in accordance with a comprehensive plan and established goals and objectives.

The council, prior to adopting, revising or rejecting the amendment to this title as recommended by the commission, shall conduct at least one public hearing using the same notice and hearing procedures as the commission.

Budget Impact:

N/A

Regulatory Impact:

If approved, the Zoning District Change will remove the current zone's development entitlements, and those will be replaced with the proposed zone's development entitlements. In this case, approval of the application will remove the R-6 uses and the C-1 Zoning District land uses will be allowed.

Per City Code 10-14-7, In the event the council shall approve an amendment, such amendment shall thereafter be made upon the preparation and passage of an ordinance.

Per City Code 10-3-3, Any land located within a zoning district designated on the official zoning map, shall only be used as permitted per the zoning district in which it is located.

History:

The property is currently zoned R-6, Multi-Family Residential. This property is vacant and has never been developed per County records.

This property is located in the Twin Falls Acres Inside, and consists of approximately 6.39 acres. The property is located between Manufacturing and Residential zones.

Analysis:

The applicant has proposed to rezone this property to C-1, Commercial Highway District, to be developed for commercial uses.

City Staff finds the result of this change may create an area that will serve the current development, both residential and manufacturing/businesses.

The potential detrimental impacts on surrounding areas will be largely due to the location of the flood plain, with the canal running through the eastern portion of the property. The applicant will need to have the project surveyed to determine how much of the property is located in the flood plain, and work with the Twin Falls Canal Company during the construction phase of the project to determine appropriate setbacks.

The potential impact of changing the zoning density may pose some problems with land use compatibility for the neighbors to the North and West. The commission should take this into consideration and determine if the uses are compatible.

The Comprehensive Plan designates this area as "Town Neighborhood", which is primarily residential in character. The Future Land Use map shows a small portion designated as "commercial". This line of distinction should be viewed as "fuzzy," allowing the Commission to interpret which designation is most appropriate. With this property's location between a Light Manufacturing zone and residential (multi-family), the Commercial Highway District may make a transitional zone between the two. As this property has never been developed, commercial businesses in this area are a good use of the property, as it may serve the surrounding business and residential communities.

Staff has determined this request is compatible with the 2016 Grow with Us Comprehensive Plan.

This specific project accomplishes a number of goals found in the Comprehensive Plan:

- Land Use Goal 3: Encourage mixed use developments that provide the benefits of more compact, denser development with a mix of living, shopping, and working environments.
- Land Use Goal 5: Create great neighborhoods with a wider range of housing types, mix of uses and amenities.

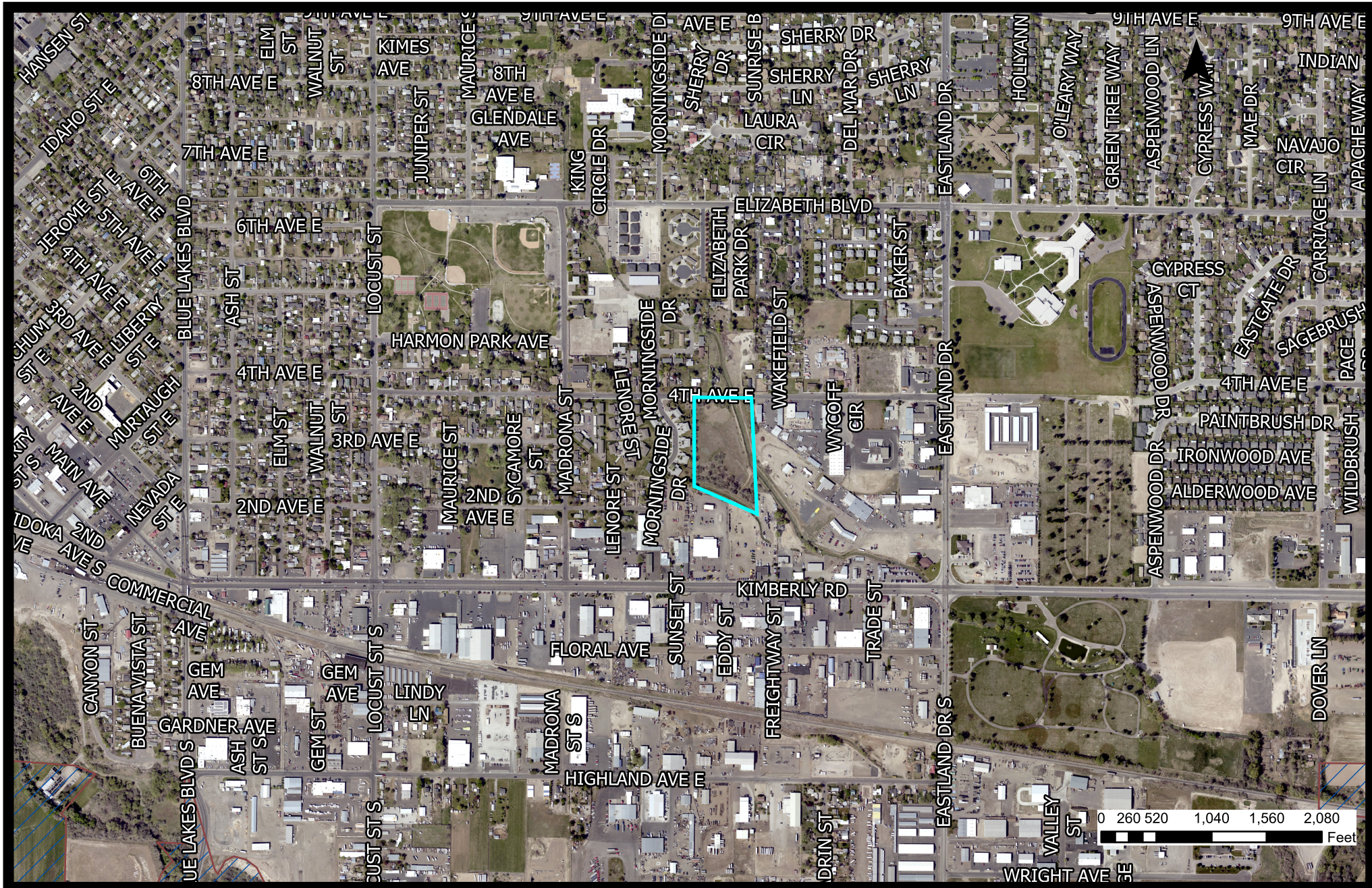
Conclusion:

The Commission is asked to make a recommendation to the City Council on this request. The commission may recommend that the amendment be granted as requested, modify the request, add conditions to the amendment request, or it may recommend that the amendment be denied.

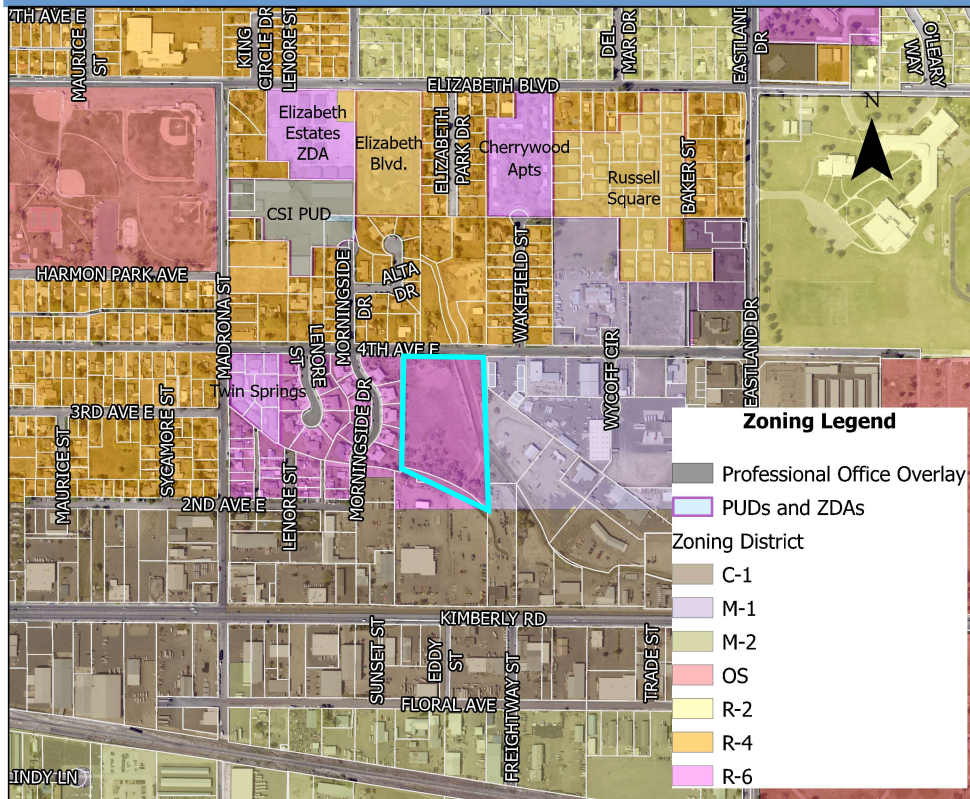
Attachments:

1. PZ24-0094 Vicinity Map
2. PZ24-0094 Presentation Map
3. PZ24-0094 Narrative
4. PZ24-0094 Applicant Map

VICINITY MAP



ZONING MAP



Zoning

Current Zoning: R-6

Current Land Use: Vacant

Proposed Zoning: C-1

Proposed Land Use:
Commercial Development

Surrounding Area

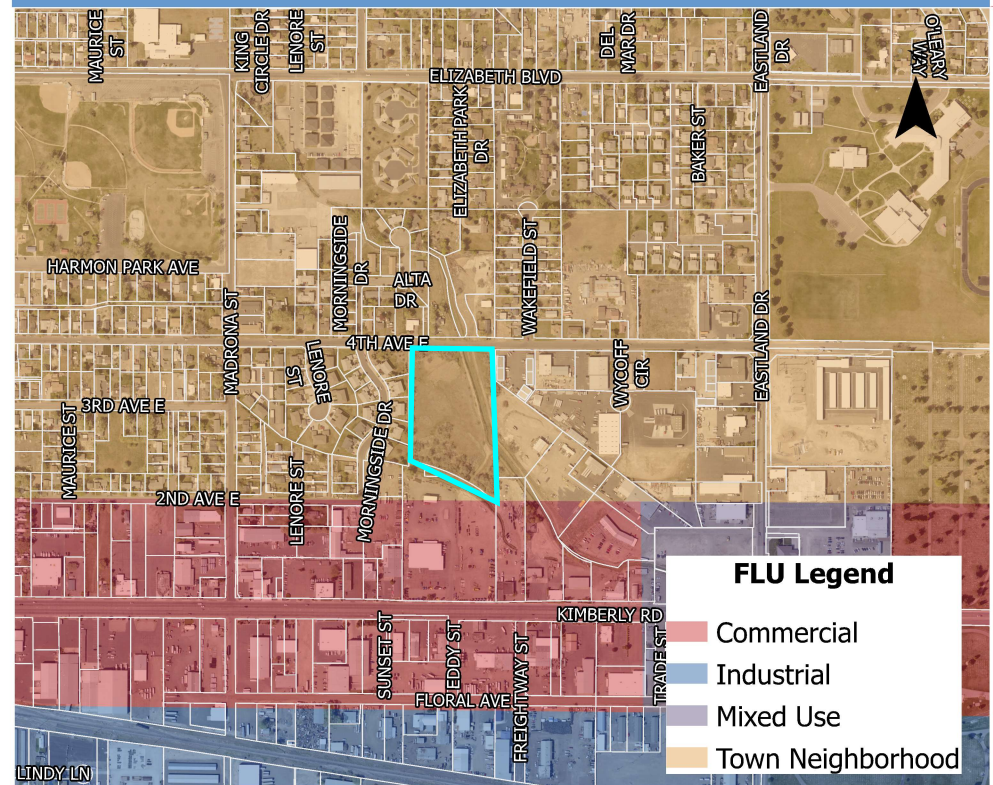
North: Residential

South: Tractor Dealer

East: Light Manufacturing

West: Residential

FUTURE LAND USE MAP



Regulations

10-14-1, 10-14-4, 10-14-06, 10-14-7,
10-14-5

FLU Category

Town Neighborhood:

Primarily residential in character

- Lot sizes are smaller than found in Rural Residential

- Contiguous, and clustered development to maximize open space and community gathering areas

Single-family attached and detached

- Duplexes, triplexes, and townhomes
- Parks and recreation facilities
- Schools
- Civic facilities

Current Zoning: R-6 (Residential)

Proposed Zoning: C-1 (Commercial)

Reason for Request: The purpose of this rezone application is to change the zoning of the property from R-6 (Residential) to C-1 (Commercial) to enable the development of commercial buildings. This change will facilitate the establishment of businesses that will contribute to the economic growth of Twin Falls and provide new job opportunities for the local community.

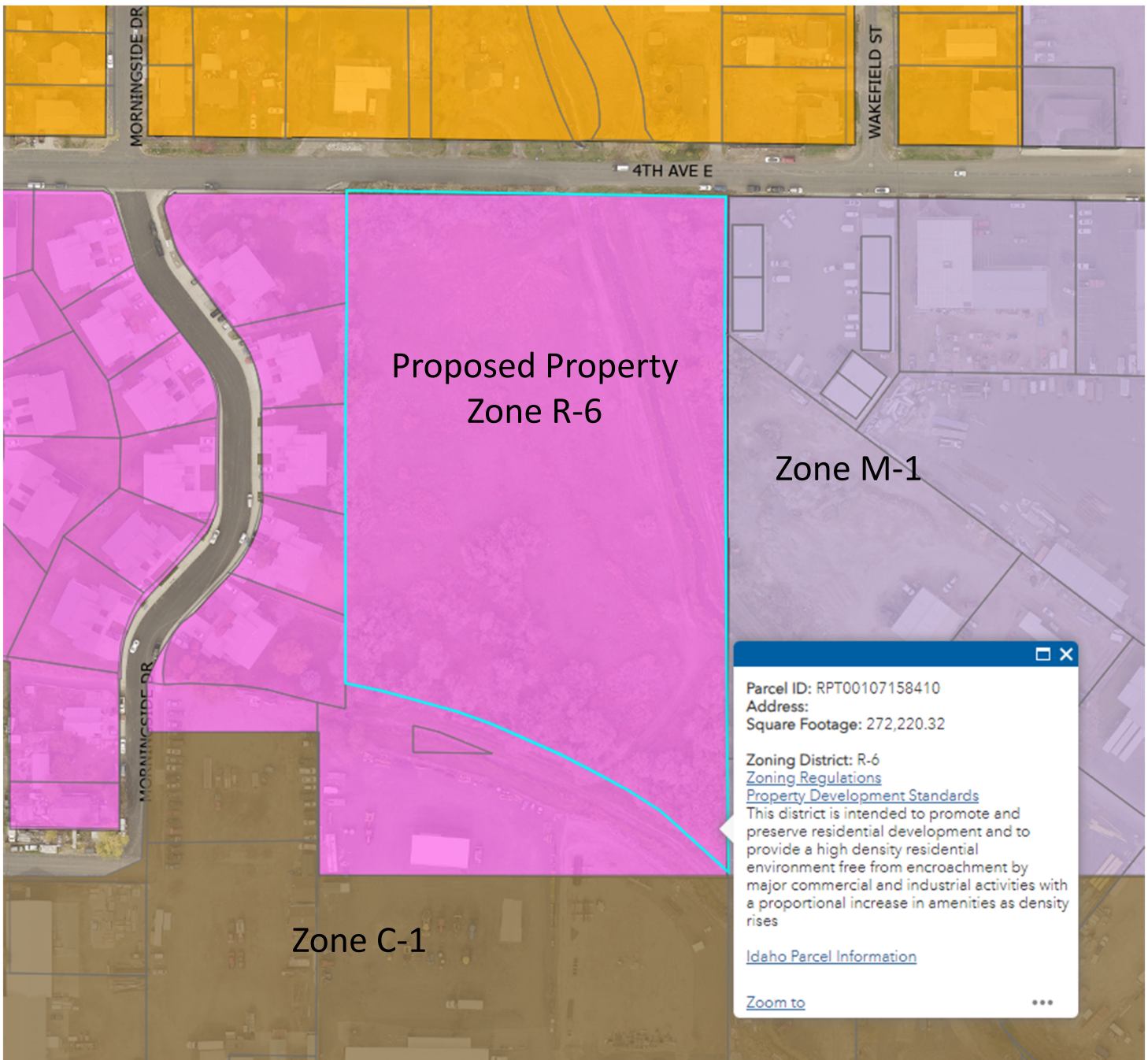
Relation to the Comprehensive Plan: The proposed zoning change aligns with the Twin Falls Comprehensive Plan, which aims to promote balanced land use and economic development. The Plan identifies areas suitable for commercial growth, emphasizing the importance of supporting business development in appropriate locations. Changing the zoning to C-1 will support these objectives by utilizing the property for commercial purposes in a manner that is consistent with the long-term vision for the area.

Compatibility with Surrounding Area: The property is bordered by commercial zoned properties, making the proposed C-1 zoning compatible with the surrounding land use. The change from residential to commercial zoning will create a cohesive commercial district. The transition will also enhance the overall aesthetic and functional integration of the area, fostering a more unified community development.

Intended Use/Development: The intended use for the rezoned property is to build commercial buildings that will house a variety of businesses. These buildings will be designed to accommodate offices, retail spaces, and other commercial enterprises, providing valuable services and amenities to the local population. The development will adhere to city regulations and design standards, ensuring a positive impact on the neighborhood and contributing to the economic vitality of Twin Falls.

Conclusion: Rezoning the property from R-6 to C-1 is a strategic decision that aligns with the Comprehensive Plan, enhances compatibility with surrounding commercial properties, and supports the development of commercial buildings. This change will benefit the community by fostering economic growth, creating jobs, and promoting a well-planned and cohesive urban environment.

Parcel ID: RPT00107158410





Date: Tuesday, October 8, 2024
To: Planning and Zoning Commission
From: William Klaver, Senior City Planner

ACTION ITEM

Request:

Request for a recommendation to City Council to approve a Zoning District Change from C-1 PUD to C-1 on property located on the north side of the 2000 block of Pole Line Road East (Entirety of Pillar Falls Plaza Subdivision). c/o Greg Elmore on behalf of Dirk Reitsma (PZ24-0095).

Time Estimate:

Approximately 5-10 minutes with questions/coments to follow.

Background:

Dirk Reitsma, represented by Greg Elmore of Cordillera, is proposing to rezone the property generally located on the north side of the 2000 & 2100 block of Pole Line Road East from C-1 PUD to C-1, Commercial Highway District. The subject property is approximately 21.8 acres.

Approval Process:

Zoning districts, zoning subdistricts and overlay districts shall be amended in the following manner:

- A. Requests for an amendment to this title shall be submitted to the commission which shall evaluate the request to determine the extent and nature of the amendment requested;
- B. If the request is in accordance with a comprehensive plan, the commission may recommend and the council may adopt or reject the ordinance amendment under the notice and hearing procedures as herein provided; and (Ord. 2012, 7-6-1981)
- C. If the request is not in accordance with a comprehensive plan, the request shall be submitted to the commission or, in its absence, the council which shall recommend and the council may adopt or reject an amendment to a comprehensive plan under the notice and hearing procedures provided in section 10-7-20 of this title.

Zoning Map Amendment: The commission, prior to recommending a zoning map amendment that is in accordance with a comprehensive plan to the council, shall conduct at least one public hearing in which interested persons shall have an opportunity to be heard. Notice for public hearings shall be provided as set forth in section 10-7-20 of this title.

Budget Impact:

N/A

Regulatory Impact:

Approval of this Zoning District Change will remove the PUD from this property and will be entitled to Commercial Highway (C-1) zoning regulations.

History:

In June 2009, the subject area had a Planned Unit Development (PUD) created called "Pillar Falls Plaza PUD". This PUD called for Townhomes on the North portion, Hotel on the Northwest portion, and the Neighborhood shopping / professional center on the South portion of the property.

In August 2018, a final plat, Pillar Falls Plaza PUD, was recorded with the county. These lots have been in a trust with the City of Twin Falls ever since due to construction of the subdivision infrastructure not being complete.

Analysis:

Current Entitlements on the Property (C-1 CRO PUD, Pillar Falls Plaza):

1. A master sign plan is required.
2. A master landscape plan is required. Increased of landscape buffer between uses
3. Architectural requirements
4. The Pillar Falls Plaza PUD primarily points to base zoning districts as their intended design.
 - The residential areas point to R-6 with little to no modification of standards.
 - The hotel area points to C-1 zoning district, but modifies the height to thirty-five (35') feet and restricts the allowed uses to hotel and sit down restaurant.
 - The neighborhood commercial area points to the NCO district.

Proposed Entitlements on Property (C-1 CRO):

1. Signs to follow Twin Falls Municipal Code 10-9.
2. No master plan is required. Standards follow Title 10 of Twin Falls Municipal Code.
3. No Architectural requirements
4. Zoning will follow C-1 standards for entire area.
 - Height: The property is in the Canyon Rim Overlay. This means height requirement is as follows: Twenty-five feet (25') in height measured at fifty linear feet (50') from the canyon rim and rising evenly to thirty-five feet (35') in height measured at one hundred linear feet (100') from the canyon rim, and thereafter rising evenly to fifty feet (50') in height measured at one hundred fifty linear feet (150') from the canyon rim.
 - No master plan requirement

Comprehensive Plan:

2016 Future Land Use map designates this area as Mixed Use. The Mixed Use designation calls for development that serves local and regional commercial facilities that are sited at intersections of major arterials. Typically, this designation or area is anchored by a grocery store, civic or entertainment uses. The comprehensive plan calls for a land use mixture such as retail, office, restaurants, vertical mixed use, town homes, apartments, hotels, etc.

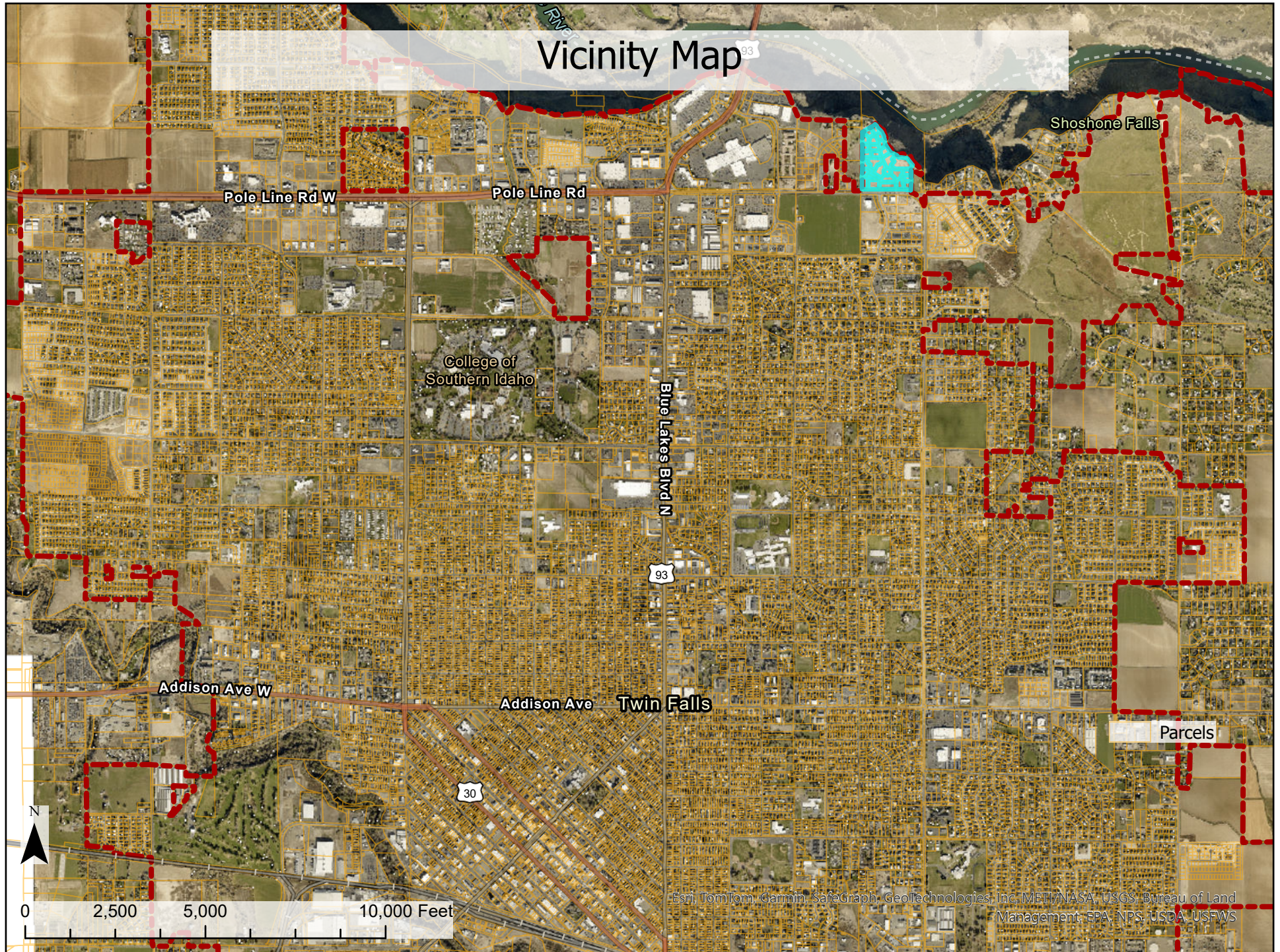
Conclusion:

Upon conclusion, the commission is tasked with making a recommendation to the City Council on the zoning designation being requested by the applicant. The commission may recommend the proposed zone change from C-1 PUD to C-1, recommend the C-1 PUD zoning be maintained, recommend an alternative zoning designation, or table the request to acquire new information.

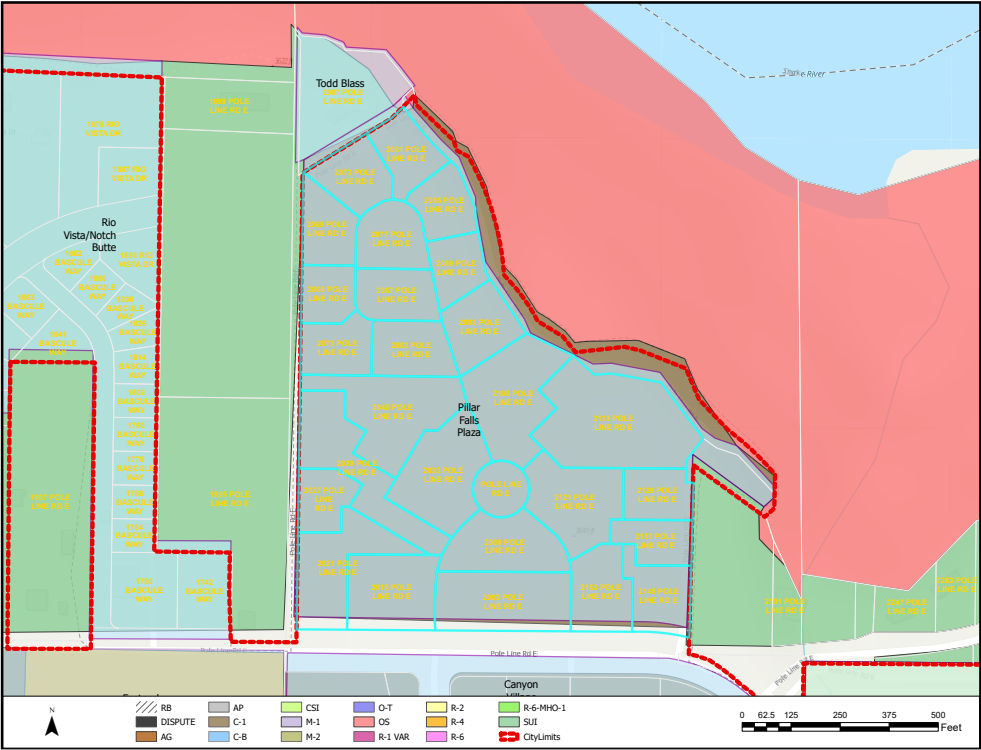
Attachments:

1. PZ24-0095 Vicinity Map
2. PZ24-0095 Presentation Map
3. PZ24-0095 Aerial Map
4. PZ24-95 C1 Commercial Highway (10-4-8)
5. PZ24-0095 Pillar Falls Plaza PUD recorded 06-26-09 (#253)

Vicinity Map⁹³



ZONING MAP



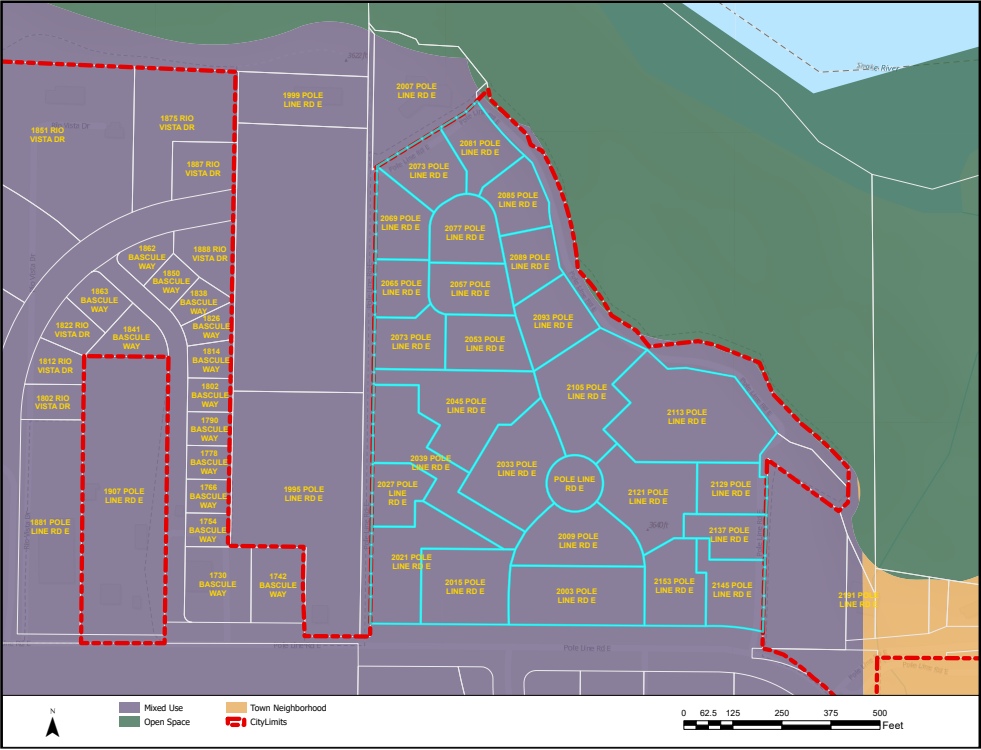
Zoning

Current Zoning:	C-1 - PUD (Pillar Falls Plaza)
Current Land Use:	Vacant
Proposed Zoning:	C-1
Proposed Land Use:	Residential / Commercial

Surrounding Area

North:	Open Space
South:	Commercial (C-1 PUD)
East:	Residential (SUI)
West:	Vacant (County Zoning)

FUTURE LAND USE MAP



Regulations

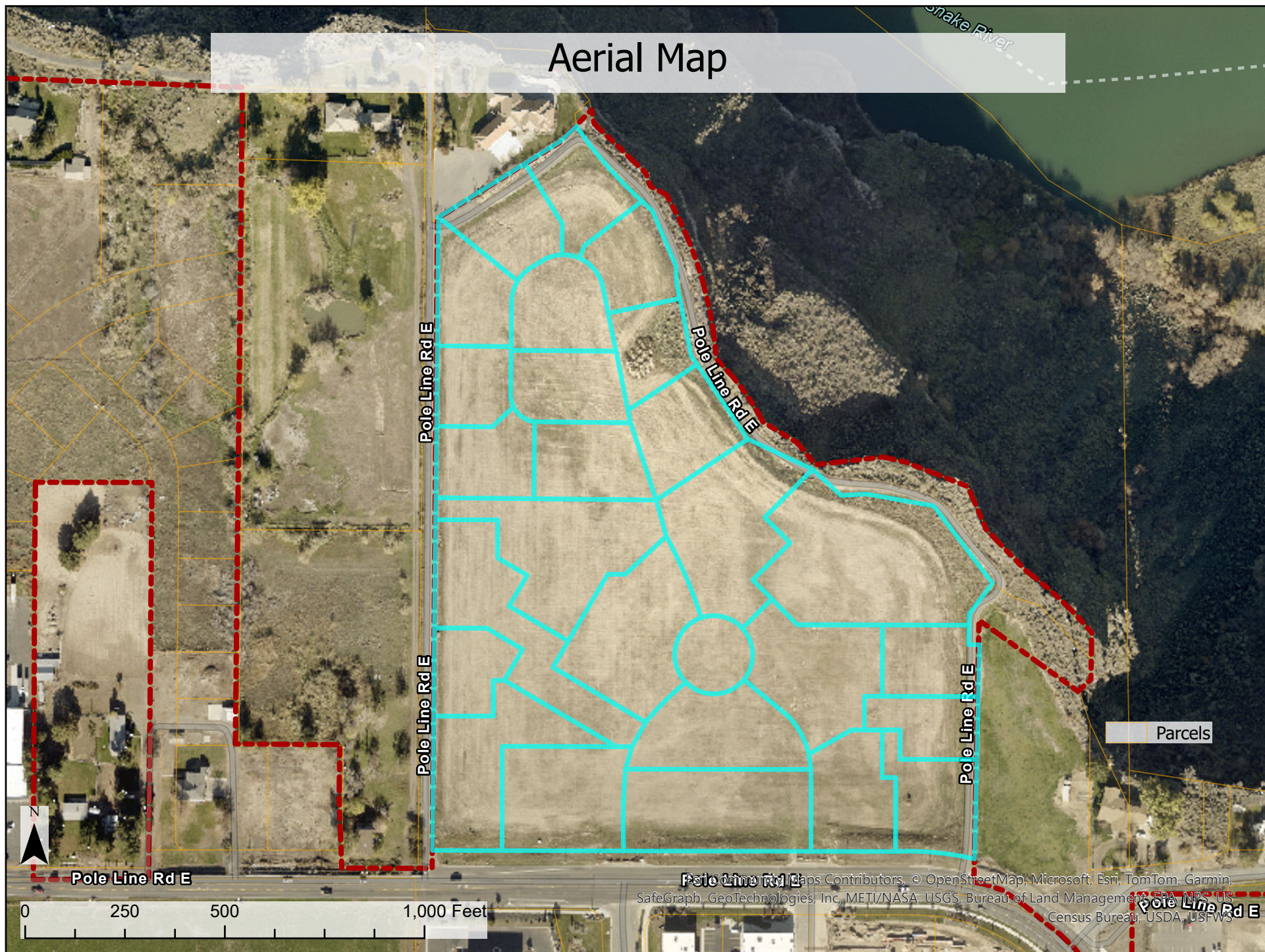
Twin Falls Municipal Code Sections 10-14; 10-6-1; & 10-4-8

Future Land Use Category

Mixed Use: Serves local and regional commercial that is sited at the intersections of major arterials. Typically anchored by a grocery store, civic or entertainment uses. Allows high-intensity mixed use development in a compact, pedestrian oriented environment.

Desired land use mixture is retail, office, restaurants townhomes, condominiums, apartments, hotels, civic, etc.

Aerial Map



10-4-8: C1, COMMERCIAL HIGHWAY DISTRICT:

10-4-8.1: PURPOSE:

This district is intended to provide for commercial activities of various sizes from large malls to small shops, fast food restaurants and tourist accommodations. This district is designed for application on major streets or portions thereof. (Ord. 2526, 5-20-1996)

10-4-8.2: USE REGULATIONS:

(A) Permitted Uses: Buildings, structures or premises shall be used and buildings and structures shall hereafter be erected, altered or enlarged only for the following uses:

1. Communications and utilities:

- a. Radio and television stations without transmission and receiving towers.
- b. Telegraph centers and telegraph stations.
- c. Telephone exchange stations.
- d. Underground and aboveground transmission lines.
- e. Utility owned buildings and structures less than twenty five (25) square feet in area and less than three feet (3') aboveground.

2. Cultural facilities:

- a. Botanical gardens and arboretums.
- b. Historic sites and monuments.
- c. Libraries, museums and art galleries.
- d. Planetariums and aquariums.

3. Governmental facilities:

- a. Fire stations and police stations.
- b. Governmental office buildings.
- c. Judicial facilities.

4. Manufacturing:

- a. Business park ZDA only.

5. Medical Facilities:

- a. Acupuncture facilities approved by the South Central district health department or other state regulatory agency.
- b. Ambulance service.
- c. Doctors' offices.
- d. Drug and alcohol treatment centers.
- e. Hospitals and clinics.
- f. Rehabilitation services.

6. Parks:

- a. Open space.
- b. Park concessions.
- c. Private parks and playgrounds without crowd attracting facilities.
- d. Public parks and playgrounds without crowd attracting facilities.
- e. Public parks and playgrounds with crowd attracting facilities.

7. Public assembly:

- a. Auditoriums.

- b. Funeral chapels.
- c. Religious facilities.
- d. Schools - private, single purpose.
- e. Schools - private, vocational and/or academic.
- f. Schools - public.
- g. Theaters - indoor.
- h. Wedding chapels and/or reception halls.

8. Residential:

- a. Accessory buildings (less than 1,000 square feet), personal swimming pools and other accessory uses.
- b. Bed and breakfast facilities.
- c. Dwellings - multiple household (5 units or more).
- d. Home occupations.
- e. Household units existing at the time this title was adopted.
- f. Household units in the same building as an allowed use and occupied by the owner or an employee of the allowed use.
- g. Household units in upper floor of commercial or professional buildings.
- h. Nursing homes and rest homes.
- i. Residence halls, residence hotels, rooming houses.

9. Retail trade:

- a. Alcoholic beverages when consumed on premises where sold and if located three hundred feet (300') or more from residential property.
- b. Apparel and accessories.
- c. Automobile parts store.
- d. Bakery.
- e. Bookstore.
- f. Commercial greenhouses.
- g. Craft shop, in conjunction with retail business.
- h. Eating places.
- i. Farm and garden supplies.
- j. Florist shop.
- k. Food, drugs, etc.
- l. General merchandise.
- m. Hardware store.
- n. Hobby and toy store.
- o. Home furnishings and equipment.
- p. Ice cream store.
- q. Import store.
- r. Laundering and dry cleaning.
- s. Laundromats.
- t. Lumber, plumbing and/or electrical supply stores.
- u. Music store.
- v. Pawnshop.
- w. Pet shop.
- x. Sporting goods store.
- y. Taxidermy studio.

- z. Temporary automobile, truck and recreational vehicle sales permitted with staff approval, provided that there shall be state approval, no parking or display of vehicles in landscaped areas, and no sight obstructions.

10.Services:

- a. Advertising.
- b. Apparel repair and alteration.
- c. Beauty and barber shops.
- d. Building care contracting offices.
- e. Business associations.
- f. Civic, social and fraternal organizations.
- g. Construction trade offices.
- h. Consumer credit collection offices.
- i. Copy center - self-service.
- j. Daycare services.
- k. Dog grooming and/or kennels.
- l. Duplicating and stenographic offices.
- m. Employment agency.
- n. Finance and investment offices.
- o. Horticultural services.
- p. In home daycare services.
- q. Insurance and related business.
- r. Labor unions and organizations.
- s. Photography studios.
- t. Professional organizations.
- u. Professional services.
- v. Real estate and related business.
- w. Tourist information center.
- x. Welfare and charitable facilities.

11.Sports facilities:

- a. Athletic areas.
- b. Miniature golf courses.
- c. Outdoor, public and commercial ice and roller skating facilities.
- d. Outdoor, public and commercial swimming pools.
- e. Outdoor, public and commercial tennis courts.

12. Transportation:

- a. Bus facilities, including pick up shelters.
- b. Open parking lot or garage for automobiles.
- c. Taxicab office.
- d. Ticket and arrangement facilities.

Notwithstanding the foregoing list of permitted uses, any such proposed use which broadcasts amplified music or sound by speakers to the exterior of a building shall also require a special use permit. (Ord. 2786, 6-1-2004; amd. Ord. 2798, 8-2-2004; Ord. 2850, 2-21-2006; Ord. 2958, 12-22-2008; Ord. 2999, 1-24-2011; Ord. 3082, 12-8-2014)

(B) Special Uses: A special use permit may be granted for a permanent use that is not in conflict with the comprehensive plan and that is not permitted outright because it may conflict with other uses in the district unless special provisions are taken. Special use permits may be granted for the following uses:

1. Communications and utilities:

- a. Radio and television stations with wireless communications facilities.
- b. Utility owned buildings and structures more than twenty five (25) square feet in area or more than three feet (3') above ground.

2. Cultural facilities:

- a. Cemeteries.
- b. Zoos.

3. Government facilities:

- a. Jails, detention centers, work release centers.
- b. Water treatment plants.
- c. Government open storage yard.

4. Manufacturing:

- a. Handcrafted furniture.

5. Medical facilities:

- a. Animal hospital - large animals.
- b. Animal hospital - small animals.
- c. Prosthetics - sales, service and/or construction.

6. Miscellaneous:

- a. Any facility with drive-through service.

7. Parks:

- a. Amusement parks.

8. Public assembly:

- a. Exhibition halls.
- b. Fairgrounds.
- c. Sports arena.
- d. Theaters - outdoor.

9. Residential:

- a. Detached accessory buildings (more than 1,000 square feet) i.e., garages and other accessory buildings.
- b. Motels and transient hotels.
- c. RV and camping parks.
- d. Shelter homes.

10. Retail trade:

- a. Alcoholic beverages when consumed on the premises where sold if located less than three hundred feet (300') from residential property.
- b. Automobile and recreational vehicle rental/storage yard.
- c. Automobile and truck sales and/or rentals.
- d. Car wash facilities.
- e. Equipment rental.
- f. Fuel sales (bulk).
- g. Gasoline service stations.
- h. Large implement and heavy equipment sales and/or rentals.

- i. Manufactured/mobile home sales and/or rentals.
- j. Permitted retail/trade uses operating outside the hours of seven o'clock (7:00) A.M. to ten o'clock (10:00) P.M.
- k. Sporting vehicles and motorcycles - sales and/or rentals.
- l. Storage unit rentals.
- m. Tire shops.

11.Services:

- a. Appliance repair.
- b. Auctions and/or public sales.
- c. Automobile and truck service and/or repair.
- d. Furniture repair/upholstery.
- e. Publishing and printing business.
- f. Sporting vehicles and motorcycles - service and repair.
- g. Tattoo parlors or dermagraphic studios approved by the South Central district health department or other state regulatory agency.
- h. Testing laboratories.

12.Sports facilities:

- a. Go-cart tracks.
- b. Golf courses and country clubs.
- c. Golf driving ranges.
- d. Indoor recreation facility.

13.Transportation:

- a. Freight transfer points.
- b. Open parking lot or garage for trucks and buses.
- c. Packing and crating.
- d. Trucking facilities.

14.Wholesale:

- a. Wholesale distribution and warehousing, but excluding H-1 facilities. (Ord. 2620, 8-2-1999; amd. Ord. 2741, 11-4-2002; Ord. 2773, 12-15-2003; Ord. 2798, 8-2-2004; Ord. 2850, 2-21-2006; Ord. 2999, 1-24-2011; Ord. 3088, 2-2-2015)

(C) Prohibited Uses: Uses not specified above are prohibited unless administrative determination in accordance with subsection [10-17-1\(F\)](#) of this title is made that the use is similar enough to a use listed above that distinction between them is of little consequence. (Ord. 2526, 5-20-1996)

10-4-8.3: PROPERTY DEVELOPMENT STANDARDS:

The following property development standards shall apply to all land and buildings in the C1 district:

(A) Lot Area:

- 1. Commercial Uses: The lot area shall be of sufficient size to provide for the building, the required setbacks, off street parking and landscaping.
- 2. Residential Uses: Residential uses less than five (5) units and not attached to a commercial use shall provide the minimum lot area of the R6 district.

(B) Lot Occupancy:

1. Commercial Uses: No requirement.
2. Residential Uses: Residential uses less than five (5) units not attached to a commercial use shall conform to the lot occupancy requirements of the R6 district. (Ord. 2526, 5-20-1996)

(C) Building Height: No building shall exceed fifty feet (50') in height except as provided by section [10-7-3](#) of this title.

(D) Yards:

Front yards shall conform to the following standards, or section [10-7-6](#) of this title, whichever is greater:

1. Commercial Uses And Residential Uses With Five Or More Units Per Building:

a. Front Yards: A setback of thirty five feet (35') shall be maintained on major arterials and fifteen feet (15') on all other streets. In developed areas which have building lines already established, this requirement may be reviewed and adjusted by the commission, subject to the following exceptions:

- i) A gasoline service station pump island, including cashier's booth, and canopy setback may be less than the required thirty five feet (35') property line setback on arterial streets, providing the property line setback is not less than thirty feet (30') for a pump island nor less than twenty feet (20') for the outer edge of a canopy. Gasoline service station pump islands, including cashier's booths, and canopies, shall not be used to adjust setbacks in developed areas which have building lines already established.
- ii) Outdoor or patio seating, including associated canopies or coverings, at a food service establishment providing the outdoor seating area including any canopies or coverings does not exceed a property line setback of twenty feet (20') or the minimum required arterial landscaping is provided, whichever is greater. Any outdoor or patio seating area proposed within a required setback must be approved by the planning and zoning commission.

b. Side And Rear Yards: No property line setbacks are required on side yard or rear yards when adjacent to existing commercial uses, existing residential uses with five (5) or more units per building, vacant property that is zoned for nonresidential development, or vacant property that is designated on the future land use plan for nonresidential development. A property line setback of twenty five feet (25') shall be maintained on the side yard and rear yard for buildings adjacent to existing residential uses with four (4) or fewer units per building, vacant property that is zoned for residential development or vacant property that is designated on the future land use plan for residential development.

2. Residential Uses: Residential uses less than five (5) units and not attached to a commercial use shall conform to the yard standards of the R6 district. (Ord. 3077, 8-11-2014)

(E) Access: All lots shall have vehicular access on a dedicated improved public street with a fifty foot (50') minimum right of way unless a secondary means of permanent vehicular access has been approved on a subdivision plat.

(F) Landscaping:

1. Commercial uses shall provide landscaping equal to ten percent (10%) of the total required parking area or three percent (3%) of the total land area, whichever is greater.
2. Household buildings over five (5) units shall provide landscaping equal to ten percent (10%) of the lot area.

(G) Off Street Parking:

1. Each commercial use shall comply with the provisions of [chapter 10](#) of this title.
2. Residential uses under five (5) units per building shall provide two (2) off street parking spaces for each residential unit.
3. Residential units in commercial buildings shall provide one off street parking space for each dwelling unit in the building.

(H) Signs: See [chapter 9](#) of this title. (Ord. 2526, 5-20-1996)

(I) Walls, Fences, Hedges, Trees, Shrubs And Landscaping Structures: Walls, fences, hedges, trees, shrubs and landscaping structures shall be permitted on the property line or within the required side or rear yard and shall be permitted in the front yard with the following restriction: No wall, fence, hedge, trees, shrubs or landscaping structures shall be placed within public rights of way without first obtaining written approval from the city. Notwithstanding the foregoing, all walls, fences, hedges, trees, shrubs and landscaping structures shall comply with the provisions of section [9-9-16](#) of this code. (Ord. 2550, 6-2-1997)

PLANNED UNIT DEVELOPMENT AGREEMENTPILLAR FALLS PLAZA PUD

THIS PLANNED UNIT DEVELOPMENT AGREEMENT (this "**Agreement**") is made and entered into this 23rd day of June, 2009, by and between the CITY OF TWIN FALLS, a municipal corporation, State of Idaho (hereinafter called "**City**"), and PFP LLC, an Idaho limited liability company (hereinafter called "**Developer**"), whose address is 521 West Front Street, Boise, Idaho 83702. City and Developer are sometimes referred to herein individually as a "**Party**" or collectively as "**Parties**."

RECITALS

WHEREAS, Developer is the owner of the certain tract of land in the City of Twin Falls, State of Idaho, more particularly described in **Exhibit A** attached hereto (the "**Property**"), which Property is located northwest of the intersection of Eastland Drive North and Pole Line Road East; and

WHEREAS, Developer intends to develop and/or sell all or portions of the Property from time to time; and

WHEREAS, Developer has made request of the City to develop a mixed-use development (the "**Project**") on the Property and has submitted to the City a **Master Development Plan** for the Project, more particularly described in **Exhibit B**) thereof which has been reviewed by the Planning and Zoning Commission on May 30, 2006, and was approved, as presented and subject to conditions, for development as a Planned Unit Development attached hereto (the **Master Development Plan**) by the City Council on June 26, 2006 and Ordinance #2883, approved on November 13, 2006 and published on November 23, 2006; and

WHEREAS, City, by and through its City Council, has agreed to the development of said Project within the City of Twin Falls, Idaho, subject to certain terms, conditions and understandings, which terms, conditions and understandings are the subject of this Agreement.

COVENANTS

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, Developer and City agree as follows:

1. NATURE OF THE AGREEMENT. This Agreement shall become part of the "C-1 CRO PUD" zone with respect to the Project upon its full execution and recording. Developer and its assigns or successors in interest, as well as City and its assigns or successors (if any), shall be bound by the terms and conditions contained herein.

If the developer requests changes to the plan and the proposed changes are determined by the city to not be substantive and it is determined by the city the proposed changes to the plan conform to the Master Development Plan and are in compliance with city code, then changes may be approved by the city and a public hearing may not be required.

2. NATURE OF THE DEVELOPMENT. It is agreed by the Parties hereto that certain language and requirements pertaining to the Project shall be interpreted as follows:

A. USES

1. Except as provided herein, the commercial/professional uses in the area, 11.2 +/- acres, designated as Neighborhood Shopping/Professional Center on the Master Development Plan shall be limited to those uses allowed in the Neighborhood Commercial Overlay District as defined in City Code 10-4-21, or as amended. Nothing herein shall preclude individual uses from requesting extended hours of operation through the special use permit process.

2. The residential uses in the area, 7.1 +/- acres, designated as Townhomes on the Master Development Plan shall be limited to attached and/or detached single family townhomes, condominiums and residential accessory uses as per the Residential Multi-Household District as defined in City Code 10-4-6, or as amended. To accommodate clustering of residential uses and enhancement of open space, lot size may vary, provided the overall density does not exceed the density as specified in the Residential Multi-Household District as defined in City Code 10-4-6, or as amended.
3. The development in the area, 5.3 +/- acres, designated Hotel on the Master Development Plan shall conform to the Commercial Highway District (C-1) as defined in City Code 10-4-8, or as amended. The uses shall be restricted to a Hotel/Motel facility, as approved through the special use permit process, and sit down restaurant. Nothing herein shall preclude individual uses from requesting alcoholic beverages to be consumed on the premises where sold through the special use permit process. Nothing herein shall preclude individual uses from requesting extended hours of operation through the special use permit process.

B. BUILDING SIZE

1. Building size shall conform to that shown on the Master Development Plan. Variations in non-residential building size shall be allowed provided the total habitable building square footage for the Project, exclusive of residential uses, shall not exceed that depicted on the Master Development Plan or the Canyon Rim Overlay District as defined in 10-4-19, or as amended, or the Neighborhood Commercial Overlay District, or as amended, as defined in City Code 10-4-21, whichever is more restrictive.

C. HEIGHT LIMITATIONS

1. No structure shall be higher than thirty-five (35') feet or as further restricted by the Canyon Rim Overlay District as defined in 10-4-19, or as amended, with exception of the hotel facility which may apply for additional height in accordance with city code. Architectural features and equipment screens may exceed thirty-five (35) feet, subject to staff approval. The height shall be measured from the top of the curb at the highest point closest to the front door of the building's primary access, whether public or private access, not to be unreasonably withheld or conditioned.

D. HOURS OF OPERATION

1. Hours of operation shall conform to the restrictions as specified for each area allowed use as specified in Section 2A1 through 2A3. Nothing herein shall preclude individual uses from requesting extended hours of operation thru the special use permit process.

E. BUILDING SETBACK

1. Building setbacks within the areas designated as "Neighborhood Shopping /Professional Center", as depicted on the Master Development Plan, shall be limited to those allowed in the Neighborhood Commercial Overlay District as defined in City Code 10-4-21, or as amended, or the Canyon Rim Overlay District as defined in 10-4-19, or as amended, whichever is greater.
2. Building setbacks within the areas designated as "Residential/Townhome" on the Master Development Plan shall conform to the Residential Multi Household District in City Code

10-4-6, or as amended, or the Canyon Rim Overlay District as defined in 10-4-19, or as amended, whichever is greater.

3. Building setbacks within the areas designated as "The Hotel" shall conform to the Commercial Highway District as defined in 10-4-8, or as amended, or the Canyon Rim Overlay District as defined in 10-4-19, or as amended, whichever is greater.

F. PHASING OF DEVELOPMENT.

1. Developer shall be permitted to develop the property in phases, so long as those phases are in compliance with the Master Development Plan, this Agreement, an approved preliminary plat and an approved final plat. Approval for each phase may be obtained by submission of a technically correct final plat for each phase to the City Council. There shall be no minimum and a maximum of 3 years limit between phases. Each phase shall be designed in a manner to assure utility, sewer, storm water retention, access, parking and other similar requirements in accordance with City of Twin Falls Standards.
2. PHASE I. Also included with the development of Phase 1 of the Project shall be full development on Pole Line Road East, including landscaping and the public trail system, within Phase I.

3. STREET, SEWER, WATER, PRESSURE IRRIGATION, AND DRAINAGE IMPROVEMENTS.

Developer shall be responsible for the design and construction of street, sewer, water, pressurized irrigation, parks and drainage systems on the Property and adjacent right-of-way (hereinafter "Improvements") as described herein in accordance with City Standards.

- A. CONSTRUCTION PLANS. Developer shall, as to each phase of its development, file or cause to be filed with the City a complete set of construction plans for that development phase, showing all Improvements contemplated within that phase of the development (hereinafter "Construction Plans"). The Construction Plans and all Improvements shall thereon meet the approval of the City, which approval shall be given if such plans conform with established City requirements, the Master Development Plan and this Agreement.

- B. IMPROVEMENT DESIGN AND CONSTRUCTION. Developer, at its expense, shall cause all Improvements to be designed, constructed and installed consistent with the approved Construction Plans, except as otherwise provided herein.

C. PHASED CONSTRUCTION.

1. Developer may install the Improvements at one time, or in phases, as determined in the zoning process. Developer shall provide the City with written notification of the timing and scope of the phase, or phases, of said Improvements it intends to complete at that time. Developer agrees to make modifications to construct any temporary facilities necessitated by such phased construction work as shall be reasonably required and approved by the City. City shall commit water, sewer and pressure irrigation services only on a phase-by-phase basis.
2. PHASE I. Also included with the development of Phase 1 of the Project shall be full development on Pole Line Road East, including landscaping and the public trail system, within Phase I.

- D. CONSTRUCTION SUPERVISION. Developer shall use a registered professional engineer to supervise the construction, inspection and testing of the work in connection with the Improvements as necessary, to ensure that all such Improvements are constructed in accordance with the approved Construction Plans.
 - E. NON-COMPLIANCE. In the event any of the Project or Improvements are not consistent with the Construction Plans, this Agreement or City code, the City shall give written notice to Developer of said non-compliance. Developer shall cure said non-compliance within thirty (30) days of its receipt of notice, or in the case of non-compliance that shall take in excess of thirty (30) days to cure, Developer shall commence to cure within thirty (30) days of receipt of notice and diligently pursue the same to completion. In the event Developer fails to cure said non-compliance in the manner set forth hereinabove, the City shall have the right to withhold the issuance of any future building permits and certificates of occupancy within only that phase of the Project until such time as all requirements specified in this Section 3 have been complied with; PROVIDED, HOWEVER, Developer shall have the right to appear before the City Council at any regular meeting after any building permits and certificates of occupancy shall have been withheld for reasons set forth in this Section and shall have the right to be heard as to why such building permits and certificates of occupancy should be issued. The City Council shall then, in good faith and in an objective manner, decide whether said building permits and certificates of occupancy should be issued, and its decision shall be final, except that the right of the Parties are preserved at law and equity.
 - F. FEES. Developer shall pay, or cause to be paid, to the City all applicable fees, if any, with regard to the installation of Improvements pursuant of the Construction Plans. However, City water and sewer connection and service charges shall be paid for by individual developers and users at the rates set by applicable City ordinances and resolutions.
 - G. MAINTENANCE OF IMPROVEMENTS. City hereby agrees to accept maintenance responsibility for the public Improvements upon their completion to City standards in accordance with current City policy. Private utilities may be allowed where City maintenance requirements cannot be reasonably attained. Private utilities shall be maintained by the owners association.
4. PLATS. On August 21, 2007 the Planning & Zoning Commission approved the preliminary plat for Pillar Falls Subdivision. The developer agrees to file with City a preliminary plat and/or final plat, or plats in phases, of the Property prepared by a registered professional engineer and in compliance with city code. Preliminary and/or final plats for phases to be developed shall be submitted specifically identifying and dedicating all necessary public easements and those rights-of-ways the City agrees to accept herein and in the Improvement Agreement for Developments. It is agreed that said plats and any amendments thereto must first be approved by the City.
5. INDIVIDUAL PARCEL DEVELOPMENT CRITERIA. The Property or any portion thereof shall be developed in accordance with criteria set forth in this Section 5.
- A. APPROVAL AND CONSTRUCTION. All Improvements shall be constructed in accordance with engineered drawings and specifications, describing in reasonable detail the work to be performed, with drawings and specifications to first be approved by City, which approval shall not be unreasonably withheld. All building plans shall be approved by the Project's architectural control committee.
 - B. PHASE I. Also included with the development of Phase 1 of the Project shall be full development on Pole Line Road East, including landscaping and the public trail system, within Phase I.

C. LANDSCAPING AND PLANTING. Landscaping buffer along bordering and interior streets shall be required to be installed on each parcel of the Property and in the public right-of-way adjacent thereto at the time building and site improvements are completed thereon. Such landscaped buffer shall be installed from the back of the curb in the public right-of-way and shall be extended to the dimensions set forth below. A ninety-three (93) foot wide landscape buffer including roadway, curb & gutter, sidewalk, measured from the centerline of Pole Line Road, shall be constructed along Pole Line Road. The entire landscape buffer adjacent to Pole Line Road shall be constructed and landscaped in Phase 1 of the development. All landscaping shall be installed in conformance with the project Master Development Plan and in conformance with applicable City Codes. Buffering between Commercial and Residential uses shall be not less than fifty (50) feet but private roads, sidewalks, driveways, utilities, and trails may be located within the fifty (50) foot landscaping buffer. All common area landscaping and neighborhood commercial landscaping shall be maintained by the owners association to assure uniform maintenance and appearance. In residential areas the landscaping shall be installed as part of the lot development and shall be maintained by the individual lot owner or the owners association. The Property's landscaping shall utilize a city pressurized irrigation system constructed in compliance with applicable standards. All landscaping requirements shall be evaluated based on a project phase and individual project basis and shall be in conformance with the Master Landscape Plan, described immediately below

D. MASTER LANDSCAPING PLAN. A detailed Master Landscape Plan shall be submitted for the entire Project prior to development. In all cases landscaping shall meet or exceed the minimum requirements of the City of Twin Falls Zoning and Subdivision Regulations. For each buffer area, adjacent to Pole Line Road, at the time of development of Phase I, each parcel shall be landscaped to include the following: Fifty percent (50%) of the lineal footage of landscaping shall have berms with a ridge elevation of at least eighteen inches (18") in height with at least fifty percent (50%) of the berming having a minimum ridge elevation of thirty inches (30") in height. The landscape buffer shall be planted with a minimum of one (1) tree per five-hundred (500) square feet of required landscaped area and a minimum of one (1) shrub per one-hundred (100) square feet of required landscaped area. At least thirty-two percent (32%) of the shrubs and trees shall be evergreen. At least fifty percent (50%) of all trees and shrubs shall be from the groups last approved by the Tree Commission through its Tree Selection Guide. Trees and shrubs may be grouped, but there shall be no space greater than seventy-five feet (75') between tree and shrub groupings. All trees shall have a height of at least four feet (4') when planted.

The use of planters and landscaped islands within parking lots shall be used to reduce visual impact of large paved areas and these shall be planted with shade trees and shrubbery. The area adjacent to residential areas shall be landscaped with coniferous and deciduous trees and/or solid fencing with shrubs, berms, wall and/or planter boxes to create a dense buffer in a relatively short period of time. In all cases landscaping shall meet or exceed the minimum requirements of the City of Twin Falls Zoning and Subdivision Regulations. Nothing herein shall preclude the City from evaluating the landscape on a project basis when such evaluation can be shown to provide a more uniform and aesthetically desirable landscaping. There shall be a minimum 6-foot screening fence adjacent to all residential properties, unless waived by the neighboring property owner.

E. STANDARDS. Buildings and Improvements shall comply with the following standards. All building, site and landscaping plans shall be approved by the Project's architectural control committee.

1. ARCHITECTURAL STANDARDS. All neighborhood commercial/professional buildings and the hotel shall be constructed of architectural masonry, stone, stucco, wood or

architectural steel. It is not the intent of this Section to require identical buildings but to require use of similar architectural styles, exterior materials, colors and other accents to create a sense of conformity while retaining the opportunity for creativity and individuality. Building faces shall include windows, setbacks, awnings, parapet variations, material variations, color variations and other architectural treatments to break up large uniform surfaces. Building parapets shall be designed to create elevation variation and to preclude roof top mechanical equipment from being observed from adjacent streets, Snake River Canyon or residential properties. Where building parapets cannot effectively screen roof top equipment the equipment shall be screened with equipment obscuring screens constructed of material of a color and texture to minimize observation. Basic building colors shall be neutral earth tones. Accent colors shall require approval by the Developer and the Project's architectural control committee.

Neighborhood commercial/professional buildings shall be located in a manner that optimizes the appearance of the building to adjacent streets and other public areas. Where possible, buildings shall be utilized to screen or break up large parking areas. Buildings shall also be located in a manner that preserves, to the extent possible, the aesthetics and appearance of existing buildings. All commercial building lighting shall be located in soffit areas or shielded to preclude the light source from being seen from adjacent properties or any residential areas.

Building plans shall include detailed landscape plans consistent with the Master Landscape Plan. The landscaping shall be designed to complement the building, and provide further screening for large uniform building surfaces.

2. OUTSIDE STORAGE. No outside storage shall be allowed. In all commercial and neighborhood shopping/professional areas loading docks, trash containers and such facilities shall be visibly screened from roadways, residential areas and adjacent properties. Screening may consist of landscaping, masonry walls or fencing. Screening shall comply with city code and shall be approved by the Project's architectural control committee.
3. UTILITIES. All on-site utility service lines located within any parcel shall be placed underground. Any transformer or terminal equipment provided within or immediately adjacent to the parcel shall be visibly screened where possible from the view from streets, with screening material such as landscaping or other approved material. This does not apply to curbside utilities in residential areas.
4. PARKING. All residential units shall provide for a minimum of two (2) off street parking spaces for each residential unit and one (1) additional space per three (3) residential units. The additional spaces shall be located within three hundred (300) feet of the applicable residential unit. All neighborhood shopping and/or professional developments and the hotel shall provide parking in accordance with city code.
5. FENCING. Fencing between users shall consist of six (6) foot high screening fences constructed of masonry, vinyl, or architectural metal unless otherwise approved by both adjacent users and the Project's architectural control committee. All fences shall comply with city code and shall be approved by the Project's architectural control committee prior to installation. No fencing shall be allowed adjacent to Pole Line Road.

6. SIGN PLAN.

- A. SUBDIVISION ENTRY SIGNS. Subdivision entry signs shall be monument type signs with a maximum height of ten (10) feet measured from the top of the adjacent curb and shall not exceed one hundred (100) square feet as described further in the sign coordination plan ("SCP") defined below.
- B. BUILDING SIGNS. Building identification signs shall be limited to either monument type signs not, exceeding 10 feet in height measured from the top of the adjacent curb, and wall mounted signs, that are conforming to city code. No building identification sign shall exceed one hundred (100) square feet, as described further in the sign coordination plan ("SCP").
- C. SIGN COORDINATION PLAN. Developer shall compile a sign coordination plan ("SCP") that includes exhibits and guidelines necessary to achieve a visually coordinated, balanced and appealing signage environment for the Project, which shall become a part of this agreement. The sign coordination plan ("SCP") shall include monument and wall sign styles, themes, and locations and to assure compliance with the City's sign code all signs shall be reviewed by the City's Building Department as provided in City Code. All signs shall be in conformance with City code. It is the intent for the sign coordination plan ("SCP") to govern signage as defined by City's Code.

7. RESIDENTIAL USES. Residential uses shall conform to the appropriate code section for each area as outlined in Section 2A.

8. ILLUMINATION. Parking area lighting shall comply with city code and shall be shielded and cut-off type to preclude the light source being visible from the adjacent properties.

9. PUBLIC PEDESTRIAN/BICYCLE FACILITIES. Development plans for each project phase and each building shall include facilities that shall accommodate pedestrian and bicycle access to Pole Line Road and the Canyon Rim Trail. Where reasonably feasible the pathways shall be separated from the interior streets by landscaping or other features to encourage use of public pedestrian/bicycle facilities. The pedestrian and bicycle facilities shall be designed to provide connections between Pole Line Road, and the Canyon Rim Trail system.

The Canyon Rim Trail shall be developed as depicted on the Master Development Plan and shall be completed in Phase 1 of the development.

10. TIME LIMITATIONS. The "PUD" Zoning designation on the Property described in Exhibit "A" is expressly conditioned upon submission to the City Council of a final development plan of the first phase of development within one (1) year from the date hereof. The Developer may apply for one or more one (1) year extensions, provided application is made in advance of the expiration date. Approval shall not unreasonably be withheld.

11. IMPROVEMENT AGREEMENT FOR DEVELOPMENTS.
It is understood and agreed by the Parties hereto that Developer shall execute the City's Improvement Agreement for Developments.

12. GENERAL PROVISIONS.

- A. COOPERATION. The Parties hereto agree to cooperate each with the other. Developer shall submit to the City all plans, specifications, and working drawings required by the City.
- B. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties concerning the Property and Improvements described herein, and no amendment or modification to this Agreement shall be valid or effective unless reduce to writing and signed by the Parties.
- C. APPLICABLE LAW. This Agreement shall be construed in accordance with the laws of the State of Idaho.
- D. NOTICES. If notices from one Party to the other are desired or required hereunder such notices shall be delivered or mailed to the Party to receive such at its address last known to the sender of such notice. Notices shall be deemed received on the date of hand delivery or upon seventy-two (72) hours following deposit in the United States mail, if properly addressed, stamped and sent with "return receipt requested". On the date of this Agreement, the addresses of the Parties are as follows.

DEVELOPER:	PFP LLC c/o T. Erik Oaas Oaas & Laney, Inc. 521 West Front Street Boise, Idaho 83702
CITY:	City of Twin Falls 321 Second Avenue East P.O. Box 1907 Twin Falls, Idaho 83303-1907

- E. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon the successors and assigns of the Parties hereto. Upon transfer of all or a portion of the Property the City shall create a recordable document releasing the transferor from obligations under this Agreement with respect to said transferred property.
- F. SEVERABILITY. In the event any portion of this Agreement is declared by a Court of competent jurisdiction to be invalid, illegal, or unenforceable, such portion shall be deemed severed from this Agreement, and the remaining portions shall not be affected thereof.
- G. SIGNATORIES. Each of the persons executing this Agreement hereby warrants that such person is duly authorized and empowered to so act on behalf of the entity for which such person is signing, and that this Agreement is binding on, and enforceable against, such entity.

- H. EFFECTIVE DATE. This Agreement shall become valid and binding upon its approval by the City, through its City Council, and upon its execution by the Mayor and the Developer.
- I. DISPUTE RESOLUTION PROCESS. Notwithstanding anything to the contrary herein, if an event of default is not cured as provided herein, the non-defaulting Party may initiate the mediation process by providing written notice initiating the process to the alleged defaulting Party. Within fifteen (15) days after delivery of such notice, each Party shall appoint one person to act as mediator on behalf of such Party and notify the other Party. Within fifteen (15) days after delivery of such notice, the persons appointed shall themselves appoint one person to serve as the sole mediator. The mediator shall set the time and place of the mediation hearing and shall give reasonable notice of the mediation to the parties. The parties may agree to hold the mediation session(s) by telephone. Each Party shall pay one-half of all fees and costs associated with the mediation process.
- J. ATTORNEY FEES. In the event that either Party should be required to retain an attorney to institute litigation because of the default or breach of the other Party, or to pursue any remedy provided by law or equity, the Party which prevails in such litigation shall be entitled to reasonable attorney's fees.
- K. CONSTRUCTION. Should any provision of this Agreement require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one Party it being acknowledged that both Parties have participated in the preparation hereof.
- L. ATTACHMENT. All attachments to this Agreement and recitals are incorporated herein and made a part hereof as if set forth in full.
- M. CAPTIONS. The captions, sections and paragraph numbers appearing in this Agreement are inserted only as a matter of convenience and shall in no way affect interpretation of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Planned Unit development Agreement on the date above written.

CITY OF TWIN FALLS:

ATTEST: Leta Sanchez

BY:

Mayor

[Signature]

DEVELOPER:

PFP LLC, an Idaho limited liability company

By: Oaas & Laney, Inc., an Idaho corporation
Its: President

By:

T. Erik Oaas, President

[Signature]

Schedule of Exhibits:

Exhibit A: Legal Description of the Property
Exhibit B: Master Development Plan

ACKNOWLEDGEMENTS

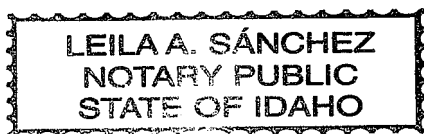
STATE OF IDAHO

County of Twin Falls

} ss.

On this 23rd day of June, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared Lance Clow, known or identified to me to be the Mayor of the City of Twin Falls, Idaho, the municipal corporation that executed the instrument or the person who executed the instrument on behalf of said municipal corporation, and acknowledged to me that such municipal corporation executed the same.

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



Leila A. Sanchez
Notary Public for Idaho
Residing at Twin Falls
My commission expires: 5-18-2012

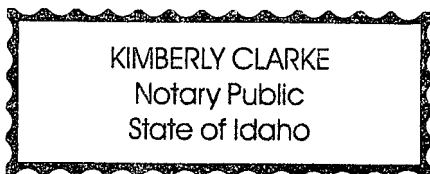
STATE OF IDAHO

County of Ada

)
) ss.
)

On this 24th day of June, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared T. Erik Oaas, known or identified to me to be the President of Oaas & Laney, Inc., the corporation that executed the within and foregoing instrument as the Manager of PFP LLC, or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same on behalf of such limited liability company.

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



Kimberly Clarke
Notary Public for Idaho
Residing at: Meridian, Idaho
My commission expires: 4-13-11

PUD 253

**EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY**

Exhibit A - 1
PILLAR FALLS PUD AGREEMENT

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5/20/2009

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THE LAND GROUP, INC.

Project No. 08197
Legal Description
PILLAR FALLS SUBDIVISION
NCO Zone
11.34 acres

EXHIBIT A

A tract of land for zoning purposes situated in U.S. Government Lot 6 of Section 34, Township 9 South, Range 17 East, Boise Meridian, City of Twin Falls, Twin Falls County, Idaho, described as follows:

Commencing at a found 5/8-inch steel pin monumenting the Southeast Corner of Section 34 on the centerline of Pole Line Road East, from which a found 5/8-inch steel pin monumenting the North One Quarter of said Section 34 bears North 89°53'00" West a distance of 2,643.96 feet;

Thence following the southerly line of said Section 34 and the centerline of said Pole Line Road East, North 89°53'00" West a distance of 293.90 feet to a point;
Thence leaving the southerly line of said Section 34 and the centerline of said Pole Line Road East, North 01°18'58" East a distance of 44.47 feet to a point on the northerly right-of-way line of said Pole Line Road East being the POINT OF BEGINNING;

Thence following the northerly right-of-way line of said Pole Line Road East the following two courses:

1. 111.65 feet following the arc of a non tangent curve to the left, said curve having a radius of 458.00 feet, a central angle of 13°58'04", a chord bearing of North 82°53'58" West a distance of 111.38 feet to a point;
2. North 89°53'00" West a distance of 890.71 feet to a point;

Thence leaving said northerly right-of-way line, North 00°33'02" East a distance of 640.52 feet to a point;

Thence South 89°53'00" East a distance of 373.70 feet to a point;

Thence South 35°13'08" East a distance of 114.77 feet to a point;



THE LAND GROUP, INC.

Thence southeasterly 39.30 feet following the arc of a circular curve to the right, said curve having a radius of 150.00 feet, a central angle of 15°00'41", a chord bearing of South 27°42'47" East and a chord distance of 39.19 feet to a point;
Thence South 20°12'27" East a distance of 88.86 feet to a point;
Thence 187.31 feet following the arc of a non tangent curve to the right, said curve having a radius of 72.00 feet, a central angle of 149°03'34", a chord bearing of South 35°20'06" East and a chord distance of 138.78 feet to a point;
Thence South 51°02'18" East a distance of 60.21 feet to a point;
Thence North 38°57'42" East a distance of 87.22 feet to a point;
Thence South 89°53'00" East a distance of 25.55 feet to a point;
Thence North 00°07'00" East a distance of 35.00 feet to a point;
Thence South 89°53'00" East a distance of 82.00 feet to a point;
Thence South 00°07'00" West a distance of 27.00 feet to a point;
Thence South 89°53'00" East a distance of 78.00 feet to a point;
Thence North 00°07'00" East a distance of 27.00 feet to a point;
Thence South 89°53'00" East a distance of 147.78 feet to a point;
Thence South 01°18'58" West a distance of 394.63 feet to the
POINT OF BEGINNING.

The above-described tract of land contains 11.34 acres, more or less, subject to any existing easements or rights-of-way.

Prepared By: THE LAND GROUP, INC.
261 CANYON CREST DRIVE
TWIN FALLS, IDAHO 83301
208-733-4041
208-733-4045 (FAX)





THE LAND GROUP, INC.

Project No. 08197
Legal Description
PILLAR FALLS SUBDIVISION
C-1 Zone
5.14 acres

EXHIBIT B

A tract of land for zoning purposes situated in U.S. Government Lots 6 and 18 of Section 34, Township 9 South, Range 17 East, Boise Meridian, City of Twin Falls, Twin Falls County, Idaho, described as follows:

Commencing at a found 5/8-inch steel pin monumenting the Southeast Corner of Section 34 on the centerline of Pole Line Road East, from which a found 5/8-inch steel pin monumenting the North One Quarter of said Section 34 bears North 89°53'00" West a distance of 2,643.96 feet; Thence following the southerly line of said Section 34 and the centerline of said Pole Line Road East, North 89°53'00" West a distance of 293.90 feet to a point; Thence leaving the southerly line of said Section 34 and the centerline of said Pole Line Road East, North 01°18'58" East a distance of 439.10 feet to the POINT OF BEGINNING;

Thence North 89°53'00" West a distance of 147.78 feet to a point;
Thence South 00°07'00" West a distance of 27.00 feet to a point;
Thence North 89°53'00" West a distance of 78.00 feet to a point;
Thence North 00°07'00" East a distance of 27.00 feet to a point;
Thence North 89°53'00" West a distance of 82.00 feet to a point;
Thence South 00°07'00" West a distance of 35.00 feet to a point;
Thence North 89°53'00" West a distance of 25.55 feet to a point;
Thence South 38°57'42" West a distance of 87.22 feet to a point;
Thence North 51°02'18" West a distance of 60.21 feet to a point;
Thence 187.31 feet following the arc of a non tangent curve to the left, said curve having a radius of 72.00 feet, a central angle of 149°03'34", a chord bearing of North 35°20'06" West and a chord distance of 138.78 feet to a point;
Thence North 20°12'27" West a distance of 88.86 feet to a point;
Thence northwesterly 39.30 feet following the arc of a circular curve to the left, said curve having a radius of 150.00 feet, a central angle of 15°00'41", a chord bearing of North 27°42'47" West and a chord distance of 39.19 feet to a point;
Thence North 35°13'08" West a distance of 88.43 feet to a point;
Thence North 54°46'52" East a distance of 155.17 feet to a point;



THE LAND GROUP, INC.

Thence North 47°45'40" East a distance of 120.09 feet to a point on the southerly rim of the Snake River Canyon;

Thence following the southerly rim of said Snake River Canyon the following nine courses:

1. South 58°59'29" East a distance of 73.80 feet to a point;
2. South 39°32'11" East a distance of 52.63 feet to a point;
3. North 83°21'55" East a distance of 125.65 feet to a point;
4. South 77°15'14" East a distance of 41.41 feet to a point;
5. South 68°45'31" East a distance of 124.49 feet to a point;
6. South 23°22'32" East a distance of 86.65 feet to a point;
7. South 43°59'11" East a distance of 104.78 feet to a point;
8. South 50°14'01" East a distance of 82.68 feet to a point;
9. South 43°41'22" East a distance of 84.29 feet to a point;

Thence leaving said southerly rim of the Snake River Canyon,
South 00°11'01" East a distance of 84.31 feet to a point on said southerly rim;

Thence following said southerly rim the following two courses:

1. South 45°32'53" West a distance of 11.83 feet to a point;
2. South 47°51'51" West a distance of 20.58 feet to a point;

Thence leaving said southerly rim North 54°21'15" West a distance of 224.97 feet to a point;

Thence South 01°18'58" West a distance of 47.09 feet to the
POINT OF BEGINNING.

The above-described tract of land contains 5.14 acres, more or less, subject to any existing easements or rights-of-way.

Prepared By: THE LAND GROUP, INC.
261 CANYON CREST DRIVE
TWIN FALLS, IDAHO 83301
208-733-4041
208-733-4045 (FAX)





THE LAND GROUP, INC.

Project No. 08197
Legal Description
PILLAR FALLS SUBDIVISION
R-6 Zone
7.11 acres

EXHIBIT C

A tract of land for zoning purposes situated in U.S. Government Lots 6 and 18 of Section 34, Township 9 South, Range 17 East, Boise Meridian, City of Twin Falls, Twin Falls County, Idaho, described as follows:

Commencing at a found 5/8-inch steel pin monumenting the Southeast Corner of Section 34 on the centerline of Pole Line Road East, from which a found 5/8-inch steel pin monumenting the North One Quarter of said Section 34 bears North 89°53'00" West a distance of 2,643.96 feet;

Thence following the southerly line of said Section 34 and the centerline of said Pole Line Road, North 89°53'00" West a distance of 1,294.66 feet to a point;

Thence leaving said southerly line and said centerline, North 00°33'02" East a distance of 698.52 feet to the POINT OF BEGINNING;

Thence continuing North 00°33'02" East a distance of 524.75 feet to a point;

Thence North 58°10'10" East a distance of 265.75 feet to a point;

Thence North 46°06'27" East a distance of 75.80 feet to a point on the southerly rim of the Snake River Canyon;

Thence following the southerly rim of said Snake River Canyon the following nine courses:

1. South 19°26'25" East a distance of 21.90 feet to a point;
2. South 46°30'19" East a distance of 130.43 feet to a point;
3. South 19°27'20" East a distance of 26.84 feet to a point;
4. South 62°21'33" East a distance of 33.17 feet to a point;
5. South 25°56'08" East a distance of 110.79 feet to a point;
6. South 12°59'30" East a distance of 79.93 feet to a point;
7. South 11°48'49" East a distance of 126.51 feet to a point;

May 14, 2009
Page 2 of 2



THE LAND GROUP, INC.

8. South 44°09'37" East a distance of 47.97 feet to a point;
9. South 32°44'43" East a distance of 98.24 feet to a point;

Thence leaving said southerly rim, South 47°45'40" West a distance of 120.09 feet to a point;

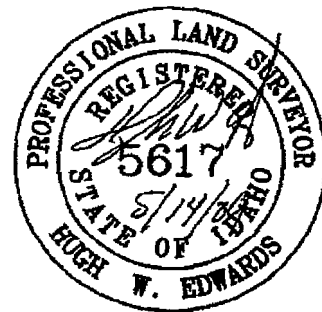
Thence South 54°46'52" West a distance of 155.17 feet to a point;

Thence North 35°13'08" West a distance of 26.35 feet to a point;

Thence North 89°53'00" West a distance of 373.70 feet to the
POINT OF BEGINNING.

The above-described tract of land contains 7.11 acres, more or less, subject to any existing easements or rights-of-way.

Prepared By: THE LAND GROUP, INC.
261 CANYON CREST DRIVE
TWIN FALLS, IDAHO 83301
208-733-4041
208-733-4045 (FAX)



TWIN FALLS COUNTY

Recorded for
TITLE FACT

3:49:26 pm 07-03-2007

2007-016289

No. Pages: 8 Fee: \$ 24.00

KRISTINA GLASCOW

County Clerk

Deputy: C'DUNBAR

MEMORANDUM OF ACTION

Pursuant to the discussion of the contiguous property line between Todd Blass & P & L Land Company, LLC and potential Canyon Rim Trail being located along the South East border. See attached exhibit map for the identified property line. In the event that the City and or council mandates the trail be located at the described location. P&L Land Company, LLC agrees to the following below.

Developer agrees to fence and also provide a substantial landscape buffer between the trail and the Todd Blass property. This landscape buffer is to screen the trail and provide privacy to the Todd Blass property from that direction.

For example, wrought iron type fencing along the border with 6' arborvitae shrubs behind that and behind the shrubs blue spruce trees and or other landscape trees. Subject to landscape design and correct landscaping for climate zone.

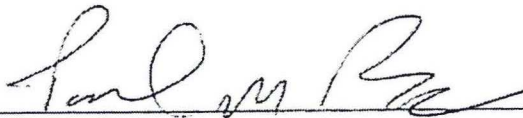
Developer is in the process of having trail designs, along with landscape screening ideas being drawn at this time. Developer will work with Todd Blass on developing this concept to a mutually satisfactory design for both parties. See attached example on exhibit "A".

Developer agrees to stub utilities to Todd Blass property lines. Developer & Todd will coordinate said location. For developer bringing utilities to Todd Blass property line Todd Blass will give up drain field and drain field replacement field easements on developer's property.

RESOLVED:

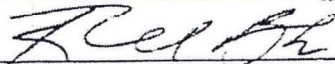
The parties hereby agree to all of the terms above.

P&L Land Company, LLC



10-27-06

Todd Blass



**EXHIBIT B
MASTER DEVELOPMENT PLAN**

Exhibit B - 1

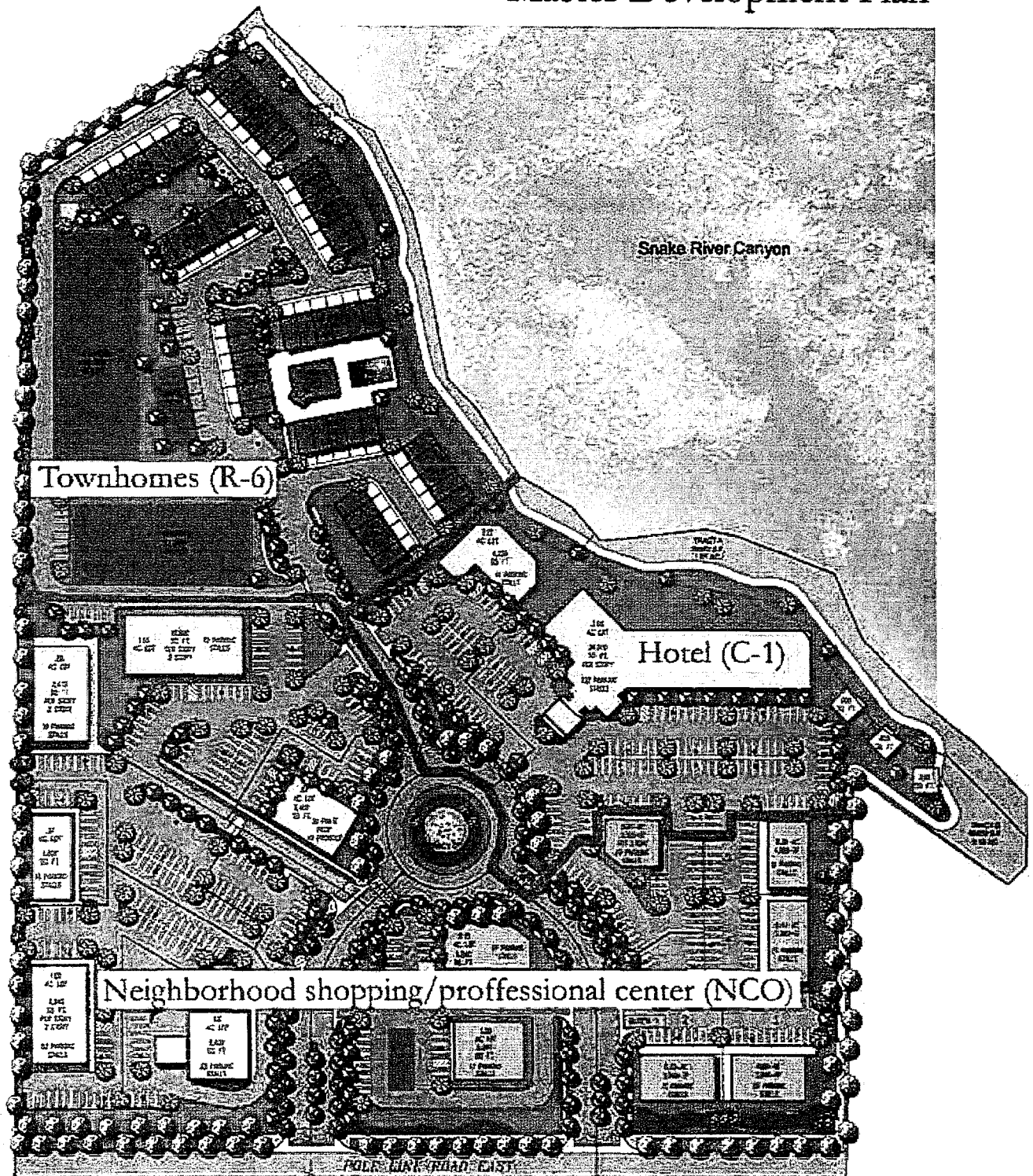
PILLAR FALLS PUD AGREEMENT

G:\workarea\MEETINGS\2009\05-18-2009\+PILLAR FALLS - PUD AGREEMENT\PILLAR FALLS PUD AGREEMENT - CC Approval 05-18-09 .DOC

5/20/2009

Page 13 of 13

Master Development Plan



PILLAR FALLS

•



PILLAR FALLS

Not part of recorded document. Inserted digitally for clarification.
Located in original application documents (#1991)
PZ Director Jonathan Spendlove 2.28.2024



Site Plan

PILLAR FALLS

Mixed Use Office/Retail



Hotel

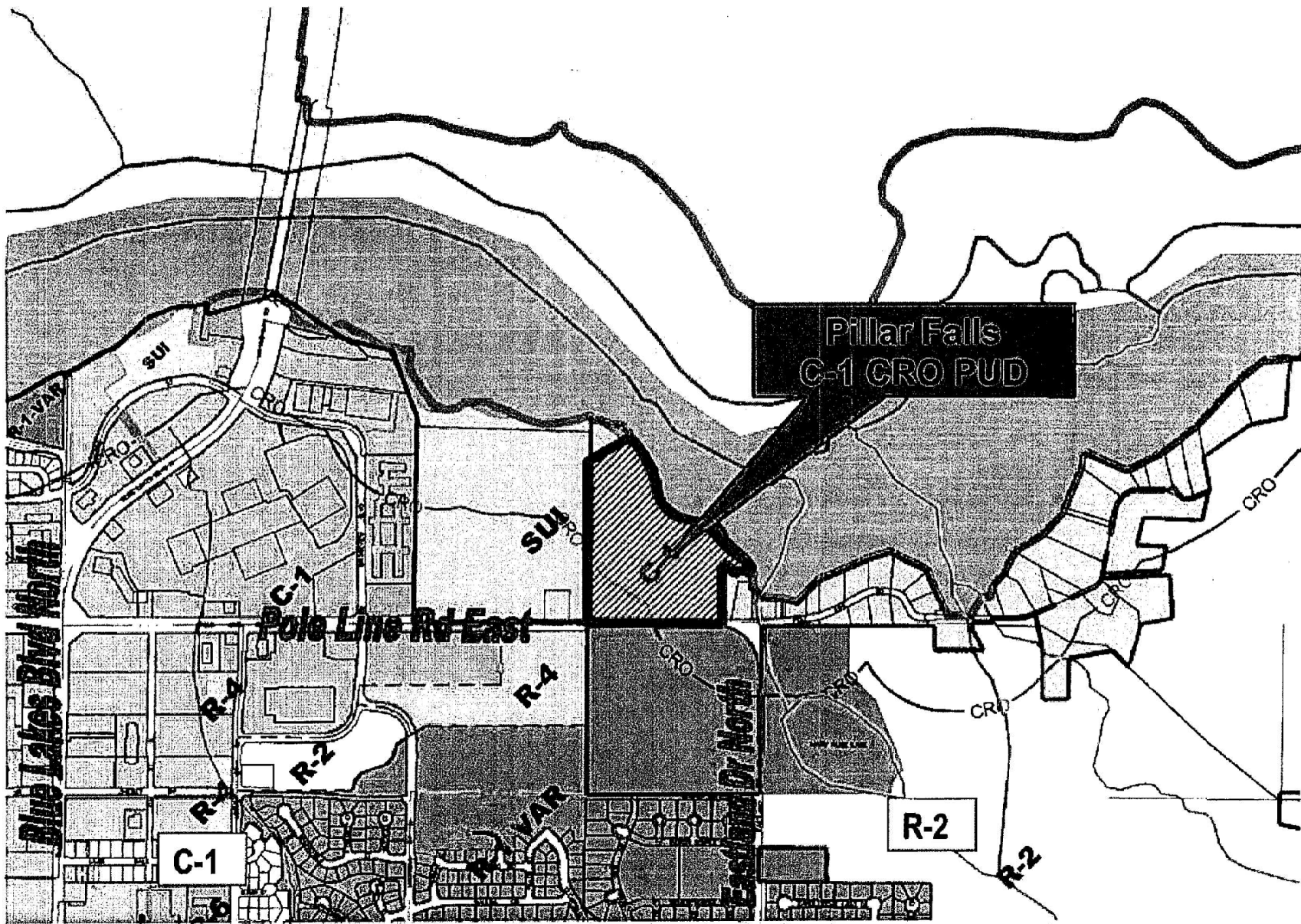


Single Family Attached Residential

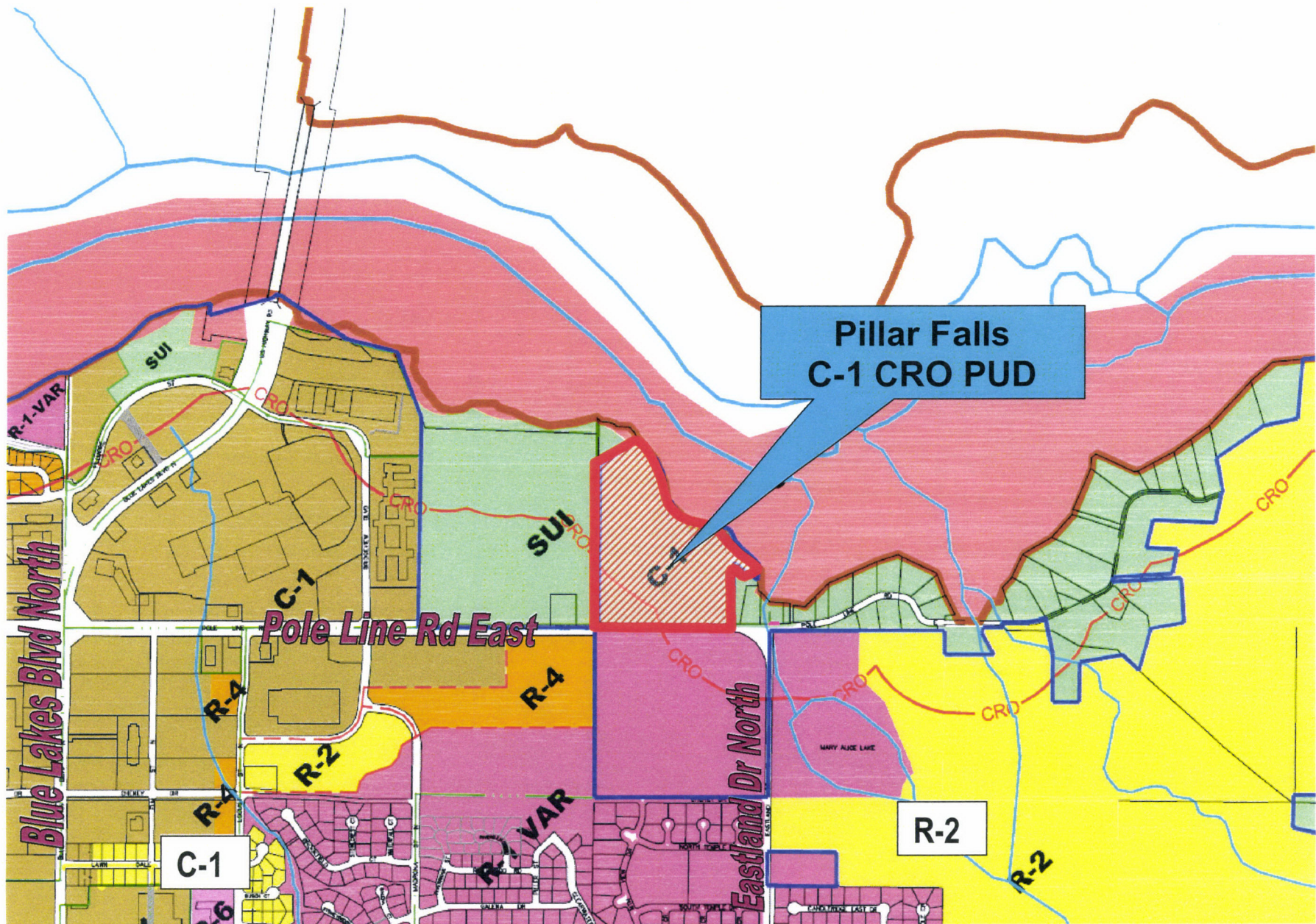


Office





PUD.253





Pillar Falls showing the Canyon Rim Overlay Boundary in relation to this property



Pillar Falls showing the Canyon Rim Overlay Boundary in relation to this property

Not part of recorded document. Inserted digitally for clarification.
Located in original application documents (#1991)
PZ Director Jonathan Spendlove 2.28.2024

After Recording
Return to:

JoAnn C. Butler
Spink Butler, LLP
P. O. Box 639
Boise, ID 83701

TWIN FALLS COUNTY

Recorded for

PFP, LLC

3:47:22 pm 07-21-2009

2009-016661

No. Pages: 11

Fee: \$ 33.00

KRISTINA GLASCOCK

County Clerk

Deputy: RHITF

ME-325
RECEIVED
JUL 20 2009

BY: _____

FOR RECORDING INFORMATION

CANYON RIM TRAIL EASEMENT AGREEMENT
(Blass Area)

This Canyon Rim Trail Easement Agreement (this "**Agreement**") is made this 21st day of July, 2009, by and between PFP, LLC, an Idaho limited liability company, whose address is 519 W. Front Street, Boise, ID 83702 ("**Declarant**"), and the CITY OF TWIN FALLS, an Idaho municipal corporation, whose address is 321 2nd Avenue East, Twin Falls, ID 83301 ("**City**").

RECITALS

A. Declarant is the owner of fee simple title to that certain parcel of real estate situated in the City of Twin Falls, County of Twin Falls, State of Idaho, commonly known as Pillar Falls Subdivision, and legally described on **Exhibit A** attached hereto and made a part hereof (the "**Property**").

B. The conditions for conditional use approval for Pillar Falls Subdivision include the improvement of the Property with a trail as approved by City. Declarant desires to improve the Property with a trail and landscaping on that portion of the Property legally described on **Exhibit B** attached hereto and made a part hereof (the "**Canyon Rim Trail Parcel**") according to that certain landscape plan attached hereto as **Exhibit C** and made a part hereof (the "**Landscape Plan**").

C. Declarant desires to provide the public with certain easement rights to the Canyon Rim Trail Parcel, all upon the conditions hereinafter set forth.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual promises herein contained, and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, Declarant and City hereby agree as follows:

1. City's Easement. Declarant hereby grants to City, its successors and assigns, for the benefit of City and the general public, a perpetual, non-exclusive easement for pedestrian access, public utilities, drainage and irrigation on, over and across the Canyon Rim Trail Parcel. The Canyon Rim Trail Parcel shall be used by the public pursuant to this Agreement solely for bicycle and pedestrian access on, over and across pathway(s) as such pathway(s) are constructed by Declarant on the Canyon Rim Trail Parcel according to the Landscape Plan. Public access by any other vehicle or mechanism, of any kind, motorized or otherwise, shall be prohibited. The foregoing sentence is not intended to and shall not limit use of the Canyon Rim Trail Parcel by: handicapped persons using their normal mode of locomotion; people pushing strollers or using roller blades; or authorized persons using motorized equipment in connection with Emergency Response and or Maintenance of the Canyon Rim Trail Parcel, as defined herein. Declarant shall have the right to construct such other improvements on the Canyon Rim Trail Parcel not inconsistent with the rights granted herein. All such improvements shall thereafter be maintained as provided herein.

2. Other Uses. Declarant and City shall be entitled to use the Canyon Rim Trail Parcel for those uses provided herein and for any other reasonable use so long as such other use or uses does not unreasonably interfere with or obstruct pedestrian access on, over and across the Canyon Rim Trail

Parcel by City and the general public, and such other use or uses does not damage the Canyon Rim Trail Parcel in any manner, normal wear and tear excepted.

3. City Maintenance. City, and its successors and assigns, shall pave, repair, and at all times maintain in good condition and provide maintenance on the Canyon Rim Trail Parcel, which maintenance shall include, without limitation, maintenance, repair and replacement of the paved surface and the subsurface of the Canyon Rim Trail Parcel, as necessary, to maintain the paved areas of the Canyon Rim Trail Parcel in a level, smooth and evenly-covered condition in a manner and with the types of paving and other materials as required by the Landscape Plan and as generally conducted by City in connection with maintenance of park and recreation facilities in City ("**City Maintenance**").

4. Declarant Maintenance. Declarant, and its successors and assigns, shall repair and at all times maintain in good condition and provide maintenance on the Canyon Rim Trail Parcel, which maintenance shall include, without limitation, maintenance, repair and replacement of the landscaped surface and the subsurface of the Canyon Rim Trail Parcel, including the sprinkler systems, as necessary, to maintain the landscaped areas and sprinkler system of the Canyon Rim Trail Parcel in a manner and with the types of grasses, shrubs and other materials as required by the Landscape Plan ("**Declarant Maintenance**"). City Maintenance and Declarant Maintenance are sometimes collectively referred to herein as "**Maintenance**."

5. Running of Benefits and Burdens. All provisions of this Agreement, including the benefits and burdens hereof, are perpetual and run with the land, which land is defined as the Property, and are binding upon and inure to the benefit of the respective heirs, assigns, successors, and personal representatives of the parties hereto.

6. Indemnification. Each party shall indemnify, defend and hold harmless the other parties and occupants of the Property from and against any and all liability, claims, damages, expenses (including reasonable attorney's fees and reasonable attorney's fees on any appeal), judgments, proceedings and causes of action of any kind whatsoever for injury to or death of any person or damage to or destruction of any property resulting from the willful misconduct or grossly negligent act or omission of the indemnifying party.

7. Blass Agreement. Declarant's predecessor in interest to the Property, P & L Land Company, LLC, and Todd Blass ("**Blass**") entered into that certain Memorandum of Action recorded in the official records of Twin Falls County, Idaho, on July 3, 2007, as Instrument No. 2007-016289 (the "**Memorandum**"). The Memorandum requires, in part, that the developer of the Property (that is, Declarant) construct a landscape buffer reasonably acceptable to Blass on the Canyon Rim Trail Parcel. Developer agrees to landscape the Canyon Rim Trail Parcel, except for the existing septic drain field as further described below, concurrently with the development of phase 1 of Pillar Falls Subdivision. Blass acknowledges and agrees below that the installation of the landscape as depicted on the Landscape Plan shall satisfy the landscape requirements of the Memorandum and, upon recordation of this Agreement, the landscape provisions of the Memorandum shall be null and void and of no further force or effect.

The Memorandum also requires, in part, that the developer of the Property (that is, Declarant) shall stub utility dry lines to the Blass real property at a location coordinated between Declarant and Blass and that Blass shall relinquish the existing septic drain field and the replacement drain field easement(s) on the Property. Developer agrees to stub dry sewer, water and natural gas utility lines from the Property across the Canyon Rim Trail Parcel to the Blass real property at a location coordinated between Declarant and Blass concurrently with the development of phase 1 of Pillar Falls Subdivision. At such time that public sewer, water and natural gas are available to feed such dry utility lines, Blass, at Blass' sole cost and expense, shall annex into the City of Twin Falls and shall connect to such utilities, disengage the existing septic drain field, extinguish the existing septic drain field and the replacement drain field easements on the Property, and terminate the Memorandum. As soon as practicable thereafter, Declarant shall install landscaping as per the Landscape Plan in the area above the existing septic drain field. Blass and Declarant shall execute, notarize and record any and all documentation deemed reasonably necessary by Declarant to effectuate the provisions of this Section.

8. Miscellaneous Provisions.

- (a) Controlling Law. The construction and enforcement of this Agreement shall be governed by the laws of the State of Idaho.
- (b) Severability. If any provision of this Agreement is found to be invalid the remainder of the provisions of this Agreement shall not be affected thereby.
- (c) Successors. The representations, covenants, undertakings and agreements of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, successors, and assigns.
- (d) Representation. All parties hereto have either: (i) been represented by separate legal counsel; or (ii) have had the opportunity to be so represented. Thus, in all cases, the language herein shall be construed simply and in accordance with its fair meaning and not strictly for or against a party, regardless of which party prepared or caused the preparation of this Agreement.
- (e) Waiver. Enforcement of the terms of this Agreement shall be at the discretion of each of the parties hereto, and any forbearance by a party hereto to exercise such party's right(s) under this Agreement in the event of any breach of any term of this Agreement by another party shall not be deemed or construed to be a waiver by such party to enforce such party's right(s) hereunder. No delay or omission by a party in the exercise of any right or remedy upon any breach by another party shall impair such right or remedy or be construed as a waiver.
- (f) Captions. The captions in this Agreement have been inserted solely for convenience of reference and are not a part of this Agreement and shall have no effect upon the Agreement's construction or interpretation.
- (g) Prevailing Party. If any party shall default in the full and timely performance of this Agreement and said default is cured with the assistance of an attorney for the other party or parties and before the commencement of a suit thereon, as a part of curing said default, the reasonable attorneys' fees incurred by the other party or parties shall be reimbursed to the other party or parties upon demand. In the event that any party to this Agreement shall file suit or action at law or equity to interpret or enforce this Agreement hereof, the unsuccessful party or parties to such litigation agrees to pay to the prevailing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party or parties, including the same with respect to an appeal.
- (h) Force Majeure. The time for performance by a party hereto of any term or provision of this Agreement shall be deferred for a period equal to any delay caused by reason of labor controversy, act of God, fire or other casualty, governmental regulations, refusal or failure of governmental authorities to grant necessary construction permits, or other cause beyond the reasonable control of such party (excluding lack of money); provided such party has from time to time in writing kept the other parties fully advised of such delays and the cause thereof.
- (i) Construction. The rule of strict construction does not apply to this Agreement. This Agreement shall be given a reasonable construction so that the intention of the parties hereto to confer a usable right of enjoyment to each party is carried out.

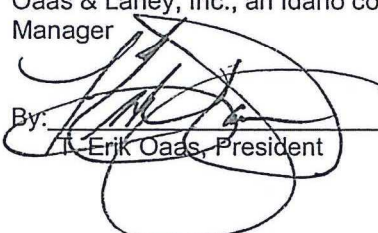
[end of text]

ME 325

IN WITNESS WHEREOF, PFP, LLC has executed this Canyon Rim Trail Easement Agreement the day and year first above written.

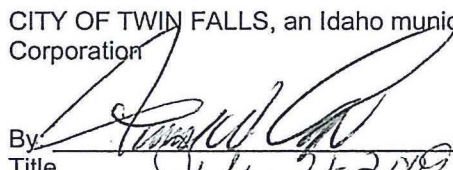
PFP, LLC, an Idaho limited liability company

By: Oaas & Laney, Inc., an Idaho corporation
Its: Manager

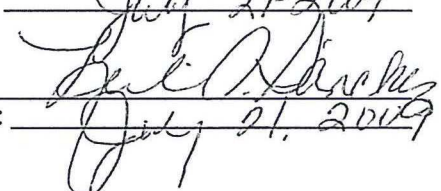
By: 
Erik Oaas, President

IN WITNESS WHEREOF, the City of Twin Falls has executed this Canyon Rim Trail Easement Agreement the day and year first above written.

CITY OF TWIN FALLS, an Idaho municipal Corporation

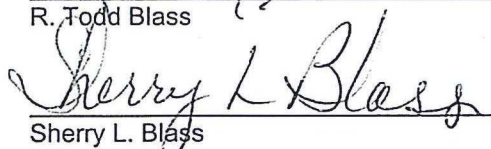
By: 
Title: July 21, 2009

ATTEST:

By: 
Title: July 21, 2009

IN WITNESS WHEREOF, R. Todd Blass and Sherry L. Blass have executed this Canyon Rim Trail Easement Agreement the day and year first above written and solely for the purpose of and in connection with Section 7 above.


R. Todd Blass


Sherry L. Blass

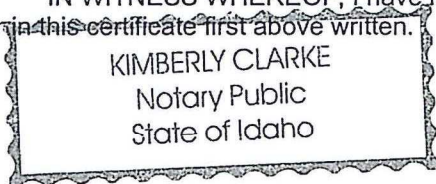
[notary acknowledgments follow]

ME-325

STATE OF IDAHO)
) ss.
County of Ada)

On this 17th day of July, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared T Erik Oaas, known or identified to me to be the President of Oaas & Laney, Inc., the corporation that executed the within and foregoing instrument as the Manager of PFP, LLC, or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same on behalf of such limited liability company.

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

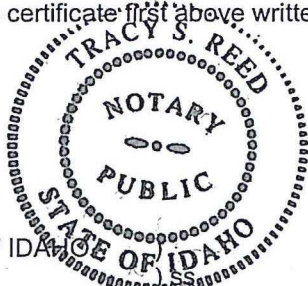


[Signature]
Notary Public for Idaho
Residing at: Meridian, Idaho
My commission expires: 4-13-11

STATE OF IDAHO)
) ss.
County of Twin Falls)

On this 21st day of July, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared Lance W Clow, known or identified to me to be the Mayor of the CITY OF TWIN FALLS, the municipal corporation that executed the instrument of the person who executed the instrument on behalf of said municipal corporation, and acknowledged to me that such municipal corporation executed the same.

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

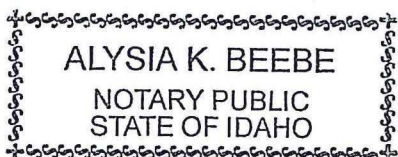


Tracy S. Reed
Notary Public for Idaho
Residing at Twin Falls, ID
My commission expires: 8/23/13

STATE OF IDAHO)
) ss.
County of Twin Falls)

On this 16th day of July, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared R. TODD BLASS and SHERRY L. BLASS, known or identified to me to be the persons who signed the within and foregoing document, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

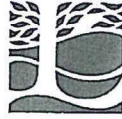


[Signature]
Notary Public for Idaho
Residing at Twin Falls
My commission expires: 2-28-2015

ME.325

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY



THE LAND GROUP, INC.

March 5, 2009
Page 1 of 4

Project No. 08197
Legal Description
PILLAR FALLS SUBDIVISION
Total Boundary
24.91 acres

EXHIBIT A

A tract of land situated in U.S. Government Lots 6 and 18 of Section 34, Township 9 South, Range 17 East, Boise Meridian, City of Twin Falls, Twin Falls County, Idaho, described as follows:

Commencing at a found 5/8-inch steel pin monumenting the Southeast Corner of Section 34 on the centerline of Pole Line Road East, from which a found 5/8-inch steel pin monumenting the North One Quarter of said Section 34 bears North 89°53'00" West a distance of 2,643.96 feet;
Thence following the southerly line of said Section 34 and the centerline of said Pole Line Road East, North 89°53'00" West a distance of 293.90 feet to a found 5/8-inch steel pin being the REAL POINT OF BEGINNING;

Thence continuing North 89°53'00" West a distance of 1,000.76 feet to a found 5/8-inch steel pin;

Thence leaving said southerly line and said centerline, North 00°33'02" East a distance of 1,223.27 feet to a found 5/8-inch steel pin;

Thence North 58°10'10" East a distance of 265.75 feet to a found 5/8-inch steel pin;

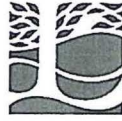
Thence North 46°06'27" East a distance of 75.80 feet to a point on the southerly rim of the Snake River Canyon, said point being witnessed by a found 5/8-inch steel pin which bears South 46°06'27" West a distance of 5.49 feet;

Thence following the southerly rim of said Snake River Canyon the following nineteen (19) courses:

1. South 19°26'25" East a distance of 21.90 feet to a point, said point being witnessed by a found 5/8-inch steel pin which bears South 57°01'38" West a distance of 5.14 feet;

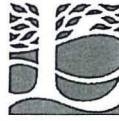
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March 5, 2009
Page 2 of 4



THE LAND GROUP, INC.

2. South 46°30'19" East a distance of 130.43 feet to a point, said point being witnessed by a found 5/8-inch steel pin which bears South 57°01'10" West a distance of 5.14 feet ;
3. South 19°27'21" East a distance of 26.84 feet to a point, said point being witnessed by a found 5/8-inch steel pin which bears South 49°05'33" West a distance of 5.37 feet;
4. South 62°21'33" East a distance of 33.17 feet to a point, said point being witnessed by a found 5/8-inch steel pin which bears South 45°51'09" West a distance of 5.26 feet;
5. South 25°56'08" East a distance of 110.79 feet to a point, said point being witnessed by a found 5/8-inch steel pin which bears South 70°32'11" West a distance of 5.03 feet;
6. South 12°59'30" East a distance of 79.93 feet to a point, said point being witnessed by a found 5/8-inch steel pin which bears South 77°35'50" West a distance of 5.00 feet;
7. South 11°48'49" East a distance of 126.51 feet to a point, said point being witnessed by a found 5/8-inch steel pin which bears South 62°00'47" West a distance of 5.21 feet;
8. South 44°09'37" East a distance of 47.97 feet to a point, said point being witnessed by a found 5/8-inch steel pin which bears South 51°32'50" West a distance of 5.02 feet;
9. South 32°44'43" East a distance of 98.24 feet to a point, said point being witnessed by a found 5/8-inch steel pin which bears South 44°07'54" West a distance of 5.13 feet;
10. South 58°59'29" East a distance of 73.80 feet to a point, said point being witnessed by a found 5/8-inch steel pin which bears South 40°44'10" West a distance of 5.07 feet;
11. South 39°32'11" East a distance of 52.63 feet to a point, said point being witnessed by a found 5/8-inch steel pin which bears South 21°54'52" West a distance of 5.69 feet;
12. North 83°21'55" East a distance of 125.65 feet to a point, said point being witnessed by a found 5/8-inch steel pin which bears South 03°03'21" West a distance of 5.07 feet;



THE LAND GROUP, INC.

March 5, 2009
Page 3 of 4

13. South 77°15'14" East a distance of 41.41 feet to a point, said point being witnessed by a found 5/8-inch steel pin which bears South 16°59'38" West a distance of 5.01 feet;
14. South 68°45'31" East a distance of 124.49 feet to a point, said point being witnessed by a found 5/8-inch steel pin which bears South 43°55'58" West a distance of 5.42 feet;
15. South 23°22'32" East a distance of 86.65 feet to a point, said point being witnessed by a found 5/8-inch steel pin which bears South 56°19'08" West a distance of 5.08 feet;
16. South 43°59'11" East a distance of 104.78 feet to a point, said point being witnessed by a found 5/8-inch steel pin which bears South 42°53'24" West a distance of 5.01 feet;
17. South 50°14'01" East a distance of 82.68 feet to a point, said point being witnessed by a found 5/8-inch steel pin which bears South 43°02'18" West a distance of 5.01 feet;
18. South 43°41'22" East a distance of 71.43 feet to a point, said point being witnessed by a found 5/8-inch steel pin which bears South 07°10'16" West a distance of 6.45 feet;
19. South 43°41'22" East a distance of 12.86 feet to a point, said point being witnessed by a found 5/8-inch steel pin which bears South 01°11'01" East a distance of 7.26 feet;

Thence leaving said southerly rim, South 00°11'01" East a distance of 84.31 feet to a point on said southerly rim, said point being witnessed by a found 5/8-inch steel pin which bears North 01°11'01" West a distance of 6.98 feet;
Thence following said southerly rim the following two courses:

1. South 45°32'53" West a distance of 11.83 feet to a point, said point being witnessed by a found 5/8-inch steel pin which bears North 43°37'38" West a distance of 5.00 feet;
2. South 47°51'51" West a distance of 20.58 feet to a set 5/8-inch steel pin;

Thence leaving said southerly rim, North 54°21'15" West a distance of 224.97 feet to a set 5/8-inch steel pin;

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THE LAND GROUP, INC.

March 5, 2009
Page 4 of 4

Thence South 01°18'58" West a distance of 486.19 feet to the
REAL POINT OF BEGINNING.

The above-described tract of land contains 24.91 acres, more or less.

Prepared By: THE LAND GROUP, INC.
261 CANYON CREST DRIVE
TWIN FALLS, IDAHO 83301
208-733-4041
208-733-4045 (FAX)



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ME 325

EXHIBIT B

LEGAL DESCRIPTION OF THE CANYON RIM TRAIL PARCEL



THE LAND GROUP, INC.

July 15, 2009
Page 1 of 1

Project No. 08197
Legal Description
PILLAR FALLS SUBDIVISION
Bike Path Easement
9,155 square feet

EXHIBIT B

An easement for bike path, public utilities, drainage, and irrigation purposes situated in U.S. Government Lots 6 and 18 of Section 34, Township 9 South, Range 17 East, Boise Meridian, City of Twin Falls, Twin Falls County, Idaho, described as follows:

Commencing at a found 5/8-inch steel pin monumenting the Southeast Corner of Section 34 on the centerline of Pole Line Road East, from which a found 5/8-inch steel pin monumenting the North One Quarter of said Section 34 bears North 89°53'00" West a distance of 2,643.96 feet; Thence following the southerly line of said Section 34 and the centerline of said Pole Line Road East, North 89°53'00" West a distance of 1,294.66 feet to a point; Thence leaving said southerly line and said centerline, North 00°33'02" East a distance of 1,187.75 feet the POINT OF BEGINNING of said easement.

Thence continuing North 00°33'02" East a distance of 35.52 feet to a point;
Thence North 58°10'10" East a distance of 265.75 feet to a point;
Thence North 46°06'27" East a distance of 39.74 feet to a point;
Thence South 34°12'58" East a distance of 39.23 feet to a point;
Thence 36.65 feet following the arc of a non tangent curve to the left, said curve having a radius of 35.00 feet, a central angle of 60°00'00", a chord bearing of South 74°35'55" West and a chord distance of 35.00 feet to a point;
Thence South 47°28'33" West a distance of 48.57 feet to a point;
Thence South 58°10'10" West a distance of 243.97 feet to the POINT OF BEGINNING.

The above-described tract of land contains 9,155 square feet, or 0.21 acres, more or less, subject to any existing easements or rights-of-way.

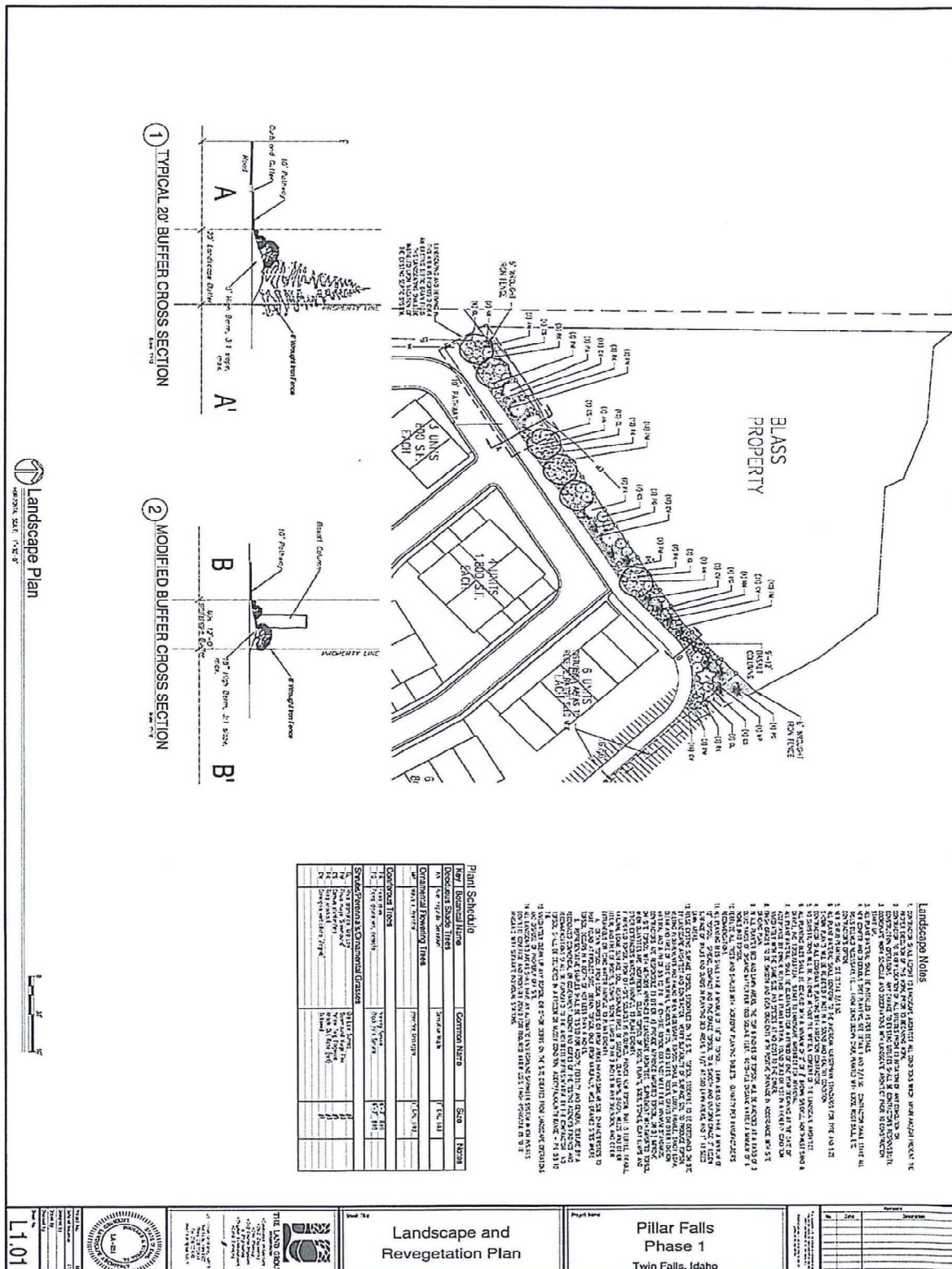
Prepared By: THE LAND GROUP, INC.
261 CANYON CREST DRIVE
TWIN FALLS, IDAHO 83301
208-733-4041
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EXHIBIT C

LANDSCAPE PLAN



LEGAL DESCRIPTION

PARCEL NO. 1

Township 9 South, Range 17 East, Boise Meridian, Twin Falls County, Idaho

Section 34: A parcel of land located in a portion of Government Lot 18, more particularly described as follows:

COMMENCING at the Southeast corner of Section 34;

THENCE along the Southerly boundary of said Section 34 North 89°53'00" West 75.00 feet;

THENCE along a line which lies Westerly of and parallel to the East boundary of Section 34

North 0°00'00" East 243.71 feet to a point which lies on the Southerly boundary of said Lot 18, said point also being the REAL POINT OF BEGINNING;

THENCE North 0°00'00" East 214.05 feet, more or less, to a point on the Snake River Canyon rim;

THENCE along the following twelve courses and distances along the approximate Snake River Canyon rim:

North 45°50'09" West 88.13 feet;

North 46°43'05" West 188.32 feet;

North 23°22'19" West 85.42 feet;

North 74°06'07" West 186.98 feet;

South 84°19'01" West 103.88 feet;

North 42°43'00" West 261.59 feet;

North 11°04'16" West 149.65 feet;

North 22°47'35" West 170.98 feet;

North 39°29'00" West 276.48 feet;

North 76°36'32" West 122.90 feet;

North 57°00'25" West 67.98 feet;

North 83°41'35" West 89.41 feet, more or less, to a point which lies on the Westerly boundary of said Lot 18;

THENCE leaving said Canyon Rim South 0°29'28" West 98.65 feet to the Southwest corner of said Lot 18;

THENCE along the following four courses and distances along the Southerly boundary of said Lot 18:

South 87°57' East 101.64 feet;

South 34°38' East 862.62 feet;

South 77°30' East 403.92 feet;

South 30°57' East 477.84 feet, more or less, to the REAL POINT OF BEGINNING.

EXCEPT:

Township 9 South, Range 17 East, Boise Meridian, Twin Falls County, Idaho

Section 34: A parcel of land located in a portion of Government Lot 6 and Lot 18, more particularly described as follows:

COMMENCING at the South quarter corner of said Section 34; said point lies North 89°53'00"

West 2643.97 feet from the Southeast corner of Section 34;

THENCE South 89°53'00" East 1323.30 feet along the South boundary of Section 34 to the Southwest corner of Government Lot 6 and being the REAL POINT OF BEGINNING;

THENCE North 00°33'02" East 1205.23 feet along the West boundary of Government Lot 6 to the Northwest corner thereof;

THENCE continuing North 00°33'02" East 371.94 feet along the West boundary of Government Lot 18, Section 34 to a point on the rim of the Snake River Canyon;

THENCE along the rim of the Snake River Canyon as follows:

South 39°55'07" East 40.60 feet;

THENCE along the Southerly boundary of said Section 34 South 89°53'00" East 1244.36 feet to the
REAL POINT OF BEGINNING.

EXCEPT:

Township 9 South, Range 17 East, Boise Meridian, Twin Falls County, Idaho

Section 34: A parcel of land located in Government Lot 6, being more particularly described as follows:

COMMENCING at the Southeast corner of said Section 34; said point lies South 89°54'28" East 2644.00
feet from the South quarter corner of Section 34;

THENCE North 89°54'28" West 75.00 feet along the South boundary of Section 34 to the REAL POINT
OF BEGINNING;

THENCE North 00°06'56" East 270.04 feet to a point on the rim of the Snake River Canyon;

THENCE North 59°52'00" West 13.18 feet along said canyon rim;

THENCE North 10°14'00" West 40.00 feet along said canyon rim;

THENCE North 89°54'28" West 93.00 feet;

THENCE South 10°14'55" West 321.02 feet to a point on the South boundary of Section 34;

THENCE South 89°54'28" East 168.08 feet along the South boundary of Section 34 to the REAL POINT
OF BEGINNING.

SUBJECT TO: Twin Falls County Highway Right of Way

AND EXCEPT:

Township 9 South, Range 17 East, Boise Meridian, Twin Falls County, Idaho

Section 34: A parcel of land located in Government Lot 6, being more particularly described as follows:

COMMENCING at the Southeast corner of said Section 34; said point lies South 89°54'28" East 2644.00
feet from the South quarter corner of Section 34;

THENCE North 89°54'28" West 243.08 feet along the South boundary of Section 34 to THE REAL
POINT OF BEGINNING;

THENCE North 89°54'28" West 50.82 feet;

THENCE North 01°17'28" East 486.19 feet;

THENCE South 54°22'43" East 224.97 feet to a point on the Rim of the Snake River Canyon;

THENCE South 10°14'00" East 40.00 feet along said canyon rim,

THENCE North 89°54'28" West 93.00 feet;

THENCE South 10°14'55" West 321.02 feet to THE REAL POINT OF BEGINNING.

AND ALSO EXCEPT:

Township 9 South, Range 17 East, Boise Meridian, Twin Falls County, Idaho

Section 34: A parcel of land located in a portion of Government Lot 6 and Lot 18, more particularly
described as follows:

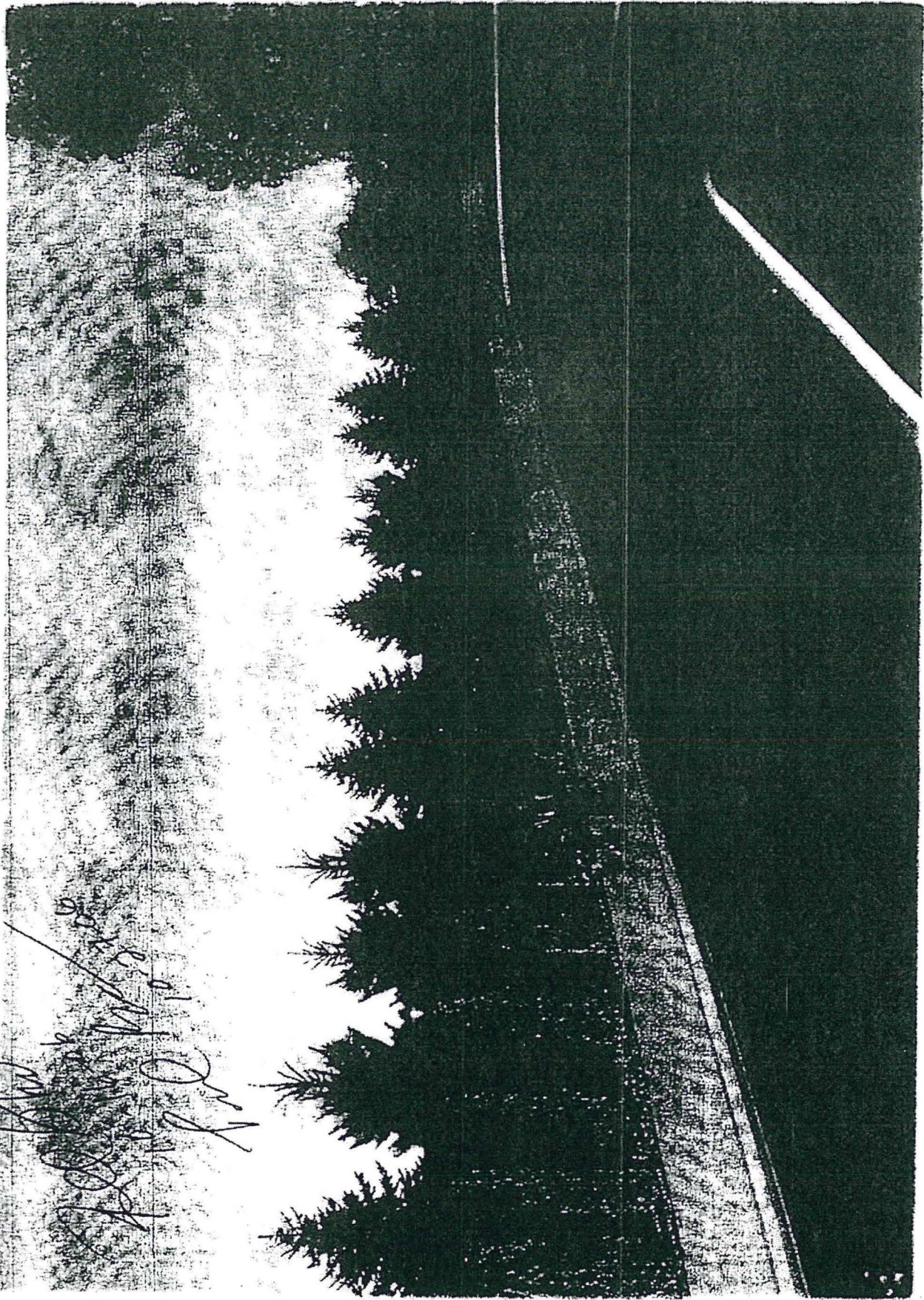
COMMENCING at the South quarter corner of said Section 34; said point lies North 89°53'00"
West 2643.97 feet from the Southeast corner of Section 34;

THENCE South 89°53'00" East 1323.30 feet along the South boundary of Section 34 to the Southwest
corner of Government Lot 6 and being the REAL POINT OF BEGINNING;

THENCE North 00°33'02" East 1205.23 feet along the West boundary of Government Lot 6 to the
Northwest corner thereof;

THENCE continuing North 00°33'02" East 371.94 feet along the West boundary of Government Lot 18,
Section 34 to a point on the rim of the Snake River Canyon;

THENCE along the rim of the Snake River Canyon as follows:



Handwritten text, likely a signature or date, located in the lower-left corner of the photograph. The text is written in a cursive style and appears to read "12/1/84" followed by a signature.



After Recording
Return to:

JoAnn C. Butler
Spink Butler, LLP
P. O. Box 639
Boise, ID 83701

TWIN FALLS COUNTY

Recorded for

PFP, LLC

3:47:22 pm 07-21-2009

2009-016661

No. Pages: 11 Fee: \$ 33.00

KRISTINA GLASCOCK

County Clerk

Deputy: RHITF

ME-325
RECEIVED
JUL 20 2009

BY: _____

FOR RECORDING INFORMATION

CANYON RIM TRAIL EASEMENT AGREEMENT
(Blass Area)

This Canyon Rim Trail Easement Agreement (this "**Agreement**") is made this 21st day of July, 2009, by and between PFP, LLC, an Idaho limited liability company, whose address is 519 W. Front Street, Boise, ID 83702 ("**Declarant**"), and the CITY OF TWIN FALLS, an Idaho municipal corporation, whose address is 321 2nd Avenue East, Twin Falls, ID 83301 ("**City**").

RECITALS

A. Declarant is the owner of fee simple title to that certain parcel of real estate situated in the City of Twin Falls, County of Twin Falls, State of Idaho, commonly known as Pillar Falls Subdivision, and legally described on **Exhibit A** attached hereto and made a part hereof (the "**Property**").

B. The conditions for conditional use approval for Pillar Falls Subdivision include the improvement of the Property with a trail as approved by City. Declarant desires to improve the Property with a trail and landscaping on that portion of the Property legally described on **Exhibit B** attached hereto and made a part hereof (the "**Canyon Rim Trail Parcel**") according to that certain landscape plan attached hereto as **Exhibit C** and made a part hereof (the "**Landscape Plan**")

C. Declarant desires to provide the public with certain easement rights to the Canyon Rim Trail Parcel, all upon the conditions hereinafter set forth.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual promises herein contained, and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, Declarant and City hereby agree as follows:

1. City's Easement. Declarant hereby grants to City, its successors and assigns, for the benefit of City and the general public, a perpetual, non-exclusive easement for pedestrian access, public utilities, drainage and irrigation on, over and across the Canyon Rim Trail Parcel. The Canyon Rim Trail Parcel shall be used by the public pursuant to this Agreement solely for bicycle and pedestrian access on, over and across pathway(s) as such pathway(s) are constructed by Declarant on the Canyon Rim Trail Parcel according to the Landscape Plan. Public access by any other vehicle or mechanism, of any kind, motorized or otherwise, shall be prohibited. The foregoing sentence is not intended to and shall not limit use of the Canyon Rim Trail Parcel by: handicapped persons using their normal mode of locomotion; people pushing strollers or using roller blades; or authorized persons using motorized equipment in connection with Emergency Response and or Maintenance of the Canyon Rim Trail Parcel, as defined herein. Declarant shall have the right to construct such other improvements on the Canyon Rim Trail Parcel not inconsistent with the rights granted herein. All such improvements shall thereafter be maintained as provided herein.

2. Other Uses. Declarant and City shall be entitled to use the Canyon Rim Trail Parcel for those uses provided herein and for any other reasonable use so long as such other use or uses does not unreasonably interfere with or obstruct pedestrian access on, over and across the Canyon Rim Trail

Parcel by City and the general public, and such other use or uses does not damage the Canyon Rim Trail Parcel in any manner, normal wear and tear excepted.

3. City Maintenance. City, and its successors and assigns, shall pave, repair, and at all times maintain in good condition and provide maintenance on the Canyon Rim Trail Parcel, which maintenance shall include, without limitation, maintenance, repair and replacement of the paved surface and the subsurface of the Canyon Rim Trail Parcel, as necessary, to maintain the paved areas of the Canyon Rim Trail Parcel in a level, smooth and evenly-covered condition in a manner and with the types of paving and other materials as required by the Landscape Plan and as generally conducted by City in connection with maintenance of park and recreation facilities in City ("**City Maintenance**").

4. Declarant Maintenance. Declarant, and its successors and assigns, shall repair and at all times maintain in good condition and provide maintenance on the Canyon Rim Trail Parcel, which maintenance shall include, without limitation, maintenance, repair and replacement of the landscaped surface and the subsurface of the Canyon Rim Trail Parcel, including the sprinkler systems, as necessary, to maintain the landscaped areas and sprinkler system of the Canyon Rim Trail Parcel in a manner and with the types of grasses, shrubs and other materials as required by the Landscape Plan ("**Declarant Maintenance**"). City Maintenance and Declarant Maintenance are sometimes collectively referred to herein as "**Maintenance**."

5. Running of Benefits and Burdens. All provisions of this Agreement, including the benefits and burdens hereof, are perpetual and run with the land, which land is defined as the Property, and are binding upon and inure to the benefit of the respective heirs, assigns, successors, and personal representatives of the parties hereto.

6. Indemnification. Each party shall indemnify, defend and hold harmless the other parties and occupants of the Property from and against any and all liability, claims, damages, expenses (including reasonable attorney's fees and reasonable attorney's fees on any appeal), judgments, proceedings and causes of action of any kind whatsoever for injury to or death of any person or damage to or destruction of any property resulting from the willful misconduct or grossly negligent act or omission of the indemnifying party.

7. Blass Agreement. Declarant's predecessor in interest to the Property, P & L Land Company, LLC, and Todd Blass ("**Blass**") entered into that certain Memorandum of Action recorded in the official records of Twin Falls County, Idaho, on July 3, 2007, as Instrument No. 2007-016289 (the "**Memorandum**"). The Memorandum requires, in part, that the developer of the Property (that is, Declarant) construct a landscape buffer reasonably acceptable to Blass on the Canyon Rim Trail Parcel. Developer agrees to landscape the Canyon Rim Trail Parcel, except for the existing septic drain field as further described below, concurrently with the development of phase 1 of Pillar Falls Subdivision. Blass acknowledges and agrees below that the installation of the landscape as depicted on the Landscape Plan shall satisfy the landscape requirements of the Memorandum and, upon recordation of this Agreement, the landscape provisions of the Memorandum shall be null and void and of no further force or effect.

The Memorandum also requires, in part, that the developer of the Property (that is, Declarant) shall stub utility dry lines to the Blass real property at a location coordinated between Declarant and Blass and that Blass shall relinquish the existing septic drain field and the replacement drain field easement(s) on the Property. Developer agrees to stub dry sewer, water and natural gas utility lines from the Property across the Canyon Rim Trail Parcel to the Blass real property at a location coordinated between Declarant and Blass concurrently with the development of phase 1 of Pillar Falls Subdivision. At such time that public sewer, water and natural gas are available to feed such dry utility lines, Blass, at Blass' sole cost and expense, shall annex into the City of Twin Falls and shall connect to such utilities, disengage the existing septic drain field, extinguish the existing septic drain field and the replacement drain field easements on the Property, and terminate the Memorandum. As soon as practicable thereafter, Declarant shall install landscaping as per the Landscape Plan in the area above the existing septic drain field. Blass and Declarant shall execute, notarize and record any and all documentation deemed reasonably necessary by Declarant to effectuate the provisions of this Section.

8. Miscellaneous Provisions.

- (a) Controlling Law. The construction and enforcement of this Agreement shall be governed by the laws of the State of Idaho.
- (b) Severability. If any provision of this Agreement is found to be invalid the remainder of the provisions of this Agreement shall not be affected thereby.
- (c) Successors. The representations, covenants, undertakings and agreements of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, successors, and assigns.
- (d) Representation. All parties hereto have either: (i) been represented by separate legal counsel; or (ii) have had the opportunity to be so represented. Thus, in all cases, the language herein shall be construed simply and in accordance with its fair meaning and not strictly for or against a party, regardless of which party prepared or caused the preparation of this Agreement.
- (e) Waiver. Enforcement of the terms of this Agreement shall be at the discretion of each of the parties hereto, and any forbearance by a party hereto to exercise such party's right(s) under this Agreement in the event of any breach of any term of this Agreement by another party shall not be deemed or construed to be a waiver by such party to enforce such party's right(s) hereunder. No delay or omission by a party in the exercise of any right or remedy upon any breach by another party shall impair such right or remedy or be construed as a waiver.
- (f) Captions. The captions in this Agreement have been inserted solely for convenience of reference and are not a part of this Agreement and shall have no effect upon the Agreement's construction or interpretation.
- (g) Prevailing Party. If any party shall default in the full and timely performance of this Agreement and said default is cured with the assistance of an attorney for the other party or parties and before the commencement of a suit thereon, as a part of curing said default, the reasonable attorneys' fees incurred by the other party or parties shall be reimbursed to the other party or parties upon demand. In the event that any party to this Agreement shall file suit or action at law or equity to interpret or enforce this Agreement hereof, the unsuccessful party or parties to such litigation agrees to pay to the prevailing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party or parties, including the same with respect to an appeal.
- (h) Force Majeure. The time for performance by a party hereto of any term or provision of this Agreement shall be deferred for a period equal to any delay caused by reason of labor controversy, act of God, fire or other casualty, governmental regulations, refusal or failure of governmental authorities to grant necessary construction permits, or other cause beyond the reasonable control of such party (excluding lack of money); provided such party has from time to time in writing kept the other parties fully advised of such delays and the cause thereof.
- (i) Construction. The rule of strict construction does not apply to this Agreement. This Agreement shall be given a reasonable construction so that the intention of the parties hereto to confer a usable right of enjoyment to each party is carried out.

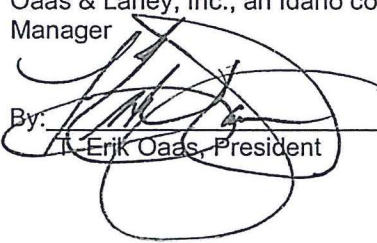
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ME.325

IN WITNESS WHEREOF, PFP, LLC has executed this Canyon Rim Trail Easement Agreement the day and year first above written.

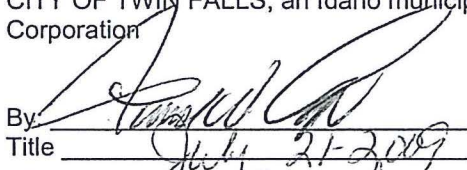
PFP, LLC, an Idaho limited liability company

By: Oaas & Laney, Inc., an Idaho corporation
Its: Manager

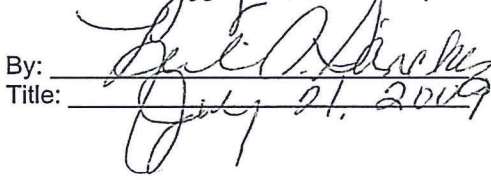
By: 
Erik Oaas, President

IN WITNESS WHEREOF, the City of Twin Falls has executed this Canyon Rim Trail Easement Agreement the day and year first above written.

CITY OF TWIN FALLS, an Idaho municipal Corporation

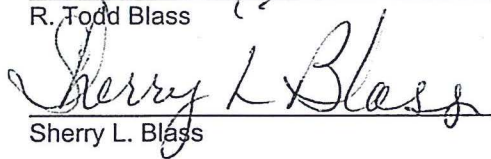
By: 
Title: July 21, 2009

ATTEST:

By: 
Title: July 21, 2009

IN WITNESS WHEREOF, R. Todd Blass and Sherry L. Blass have executed this Canyon Rim Trail Easement Agreement the day and year first above written and solely for the purpose of and in connection with Section 7 above.


R. Todd Blass


Sherry L. Blass

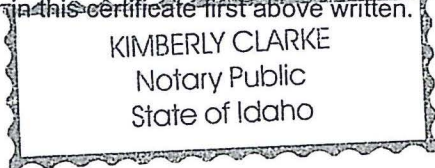
[notary acknowledgments follow]

ME-325

STATE OF IDAHO)
) ss.
County of Ada)

On this 17th day of July, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared T Erik Oaas, known or identified to me to be the President of Oaas & Laney, Inc., the corporation that executed the within and foregoing instrument as the Manager of PFP, LLC, or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same on behalf of such limited liability company.

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

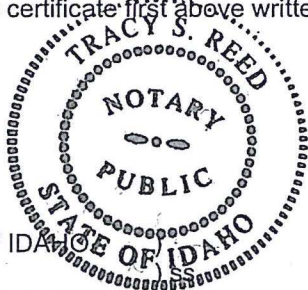


[Signature]
Notary Public for Idaho
Residing at: Meridian, Idaho
My commission expires: 4-13-11

STATE OF IDAHO)
) ss.
County of Twin Falls)

On this 21st day of July, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared Lance W Clow, known or identified to me to be the Mayor of the CITY OF TWIN FALLS, the municipal corporation that executed the instrument of the person who executed the instrument on behalf of said municipal corporation, and acknowledged to me that such municipal corporation executed the same.

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

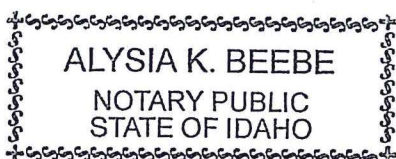


Tracy S. Reed
Notary Public for Idaho
Residing at Twin Falls, ID
My commission expires: 8/23/13

STATE OF IDAHO)
) ss.
County of Twin Falls)

On this 16th day of July, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared R. TODD BLASS and SHERRY L. BLASS, known or identified to me to be the persons who signed the within and foregoing document, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

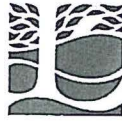


[Signature]
Notary Public for Idaho
Residing at Twin Falls
My commission expires: 2-28-2015

ME.325

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY



THE LAND GROUP, INC.

March 5, 2009
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Project No. 08197
Legal Description
PILLAR FALLS SUBDIVISION
Total Boundary
24.91 acres

EXHIBIT A

A tract of land situated in U.S. Government Lots 6 and 18 of Section 34, Township 9 South, Range 17 East, Boise Meridian, City of Twin Falls, Twin Falls County, Idaho, described as follows:

Commencing at a found 5/8-inch steel pin monumenting the Southeast Corner of Section 34 on the centerline of Pole Line Road East, from which a found 5/8-inch steel pin monumenting the North One Quarter of said Section 34 bears North 89°53'00" West a distance of 2,643.96 feet;
Thence following the southerly line of said Section 34 and the centerline of said Pole Line Road East, North 89°53'00" West a distance of 293.90 feet to a found 5/8-inch steel pin being the REAL POINT OF BEGINNING;

Thence continuing North 89°53'00" West a distance of 1,000.76 feet to a found 5/8-inch steel pin;

Thence leaving said southerly line and said centerline, North 00°33'02" East a distance of 1,223.27 feet to a found 5/8-inch steel pin;

Thence North 58°10'10" East a distance of 265.75 feet to a found 5/8-inch steel pin;

Thence North 46°06'27" East a distance of 75.80 feet to a point on the southerly rim of the Snake River Canyon, said point being witnessed by a found 5/8-inch steel pin which bears South 46°06'27" West a distance of 5.49 feet;

Thence following the southerly rim of said Snake River Canyon the following nineteen (19) courses:

1. South 19°26'25" East a distance of 21.90 feet to a point, said point being witnessed by a found 5/8-inch steel pin which bears South 57°01'38" West a distance of 5.14 feet;

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THE LAND GROUP, INC.

2. South 46°30'19" East a distance of 130.43 feet to a point, said point being witnessed by a found 5/8-inch steel pin which bears South 57°01'10" West a distance of 5.14 feet ;
3. South 19°27'21" East a distance of 26.84 feet to a point, said point being witnessed by a found 5/8-inch steel pin which bears South 49°05'33" West a distance of 5.37 feet;
4. South 62°21'33" East a distance of 33.17 feet to a point, said point being witnessed by a found 5/8-inch steel pin which bears South 45°51'09" West a distance of 5.26 feet;
5. South 25°56'08" East a distance of 110.79 feet to a point, said point being witnessed by a found 5/8-inch steel pin which bears South 70°32'11" West a distance of 5.03 feet;
6. South 12°59'30" East a distance of 79.93 feet to a point, said point being witnessed by a found 5/8-inch steel pin which bears South 77°35'50" West a distance of 5.00 feet;
7. South 11°48'49" East a distance of 126.51 feet to a point, said point being witnessed by a found 5/8-inch steel pin which bears South 62°00'47" West a distance of 5.21 feet;
8. South 44°09'37" East a distance of 47.97 feet to a point, said point being witnessed by a found 5/8-inch steel pin which bears South 51°32'50" West a distance of 5.02 feet;
9. South 32°44'43" East a distance of 98.24 feet to a point, said point being witnessed by a found 5/8-inch steel pin which bears South 44°07'54" West a distance of 5.13 feet;
10. South 58°59'29" East a distance of 73.80 feet to a point, said point being witnessed by a found 5/8-inch steel pin which bears South 40°44'10" West a distance of 5.07 feet;
11. South 39°32'11" East a distance of 52.63 feet to a point, said point being witnessed by a found 5/8-inch steel pin which bears South 21°54'52" West a distance of 5.69 feet;
12. North 83°21'55" East a distance of 125.65 feet to a point, said point being witnessed by a found 5/8-inch steel pin which bears South 03°03'21" West a distance of 5.07 feet;

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THE LAND GROUP, INC.

13. South 77°15'14" East a distance of 41.41 feet to a point, said point being witnessed by a found 5/8-inch steel pin which bears South 16°59'38" West a distance of 5.01 feet;
14. South 68°45'31" East a distance of 124.49 feet to a point, said point being witnessed by a found 5/8-inch steel pin which bears South 43°55'58" West a distance of 5.42 feet;
15. South 23°22'32" East a distance of 86.65 feet to a point, said point being witnessed by a found 5/8-inch steel pin which bears South 56°19'08" West a distance of 5.08 feet;
16. South 43°59'11" East a distance of 104.78 feet to a point, said point being witnessed by a found 5/8-inch steel pin which bears South 42°53'24" West a distance of 5.01 feet;
17. South 50°14'01" East a distance of 82.68 feet to a point, said point being witnessed by a found 5/8-inch steel pin which bears South 43°02'18" West a distance of 5.01 feet;
18. South 43°41'22" East a distance of 71.43 feet to a point, said point being witnessed by a found 5/8-inch steel pin which bears South 07°10'16" West a distance of 6.45 feet;
19. South 43°41'22" East a distance of 12.86 feet to a point, said point being witnessed by a found 5/8-inch steel pin which bears South 01°11'01" East a distance of 7.26 feet;

Thence leaving said southerly rim, South 00°11'01" East a distance of 84.31 feet to a point on said southerly rim, said point being witnessed by a found 5/8-inch steel pin which bears North 01°11'01" West a distance of 6.98 feet;
Thence following said southerly rim the following two courses:

1. South 45°32'53" West a distance of 11.83 feet to a point, said point being witnessed by a found 5/8-inch steel pin which bears North 43°37'38" West a distance of 5.00 feet;
2. South 47°51'51" West a distance of 20.58 feet to a set 5/8-inch steel pin;

Thence leaving said southerly rim, North 54°21'15" West a distance of 224.97 feet to a set 5/8-inch steel pin;

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THE LAND GROUP, INC.

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Thence South 01°18'58" West a distance of 486.19 feet to the
REAL POINT OF BEGINNING.

The above-described tract of land contains 24.91 acres, more or less.

Prepared By: THE LAND GROUP, INC.
261 CANYON CREST DRIVE
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EXHIBIT B

LEGAL DESCRIPTION OF THE CANYON RIM TRAIL PARCEL



THE LAND GROUP, INC.

July 15, 2009
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Project No. 08197
Legal Description
PILLAR FALLS SUBDIVISION
Bike Path Easement
9,155 square feet

EXHIBIT B

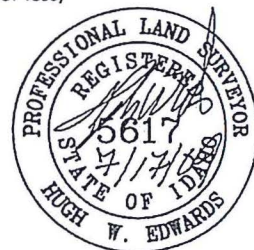
An easement for bike path, public utilities, drainage, and irrigation purposes situated in U.S. Government Lots 6 and 18 of Section 34, Township 9 South, Range 17 East, Boise Meridian, City of Twin Falls, Twin Falls County, Idaho, described as follows:

Commencing at a found 5/8-inch steel pin monumenting the Southeast Corner of Section 34 on the centerline of Pole Line Road East, from which a found 5/8-inch steel pin monumenting the North One Quarter of said Section 34 bears North 89°53'00" West a distance of 2,643.96 feet; Thence following the southerly line of said Section 34 and the centerline of said Pole Line Road East, North 89°53'00" West a distance of 1,294.66 feet to a point; Thence leaving said southerly line and said centerline, North 00°33'02" East a distance of 1,187.75 feet the POINT OF BEGINNING of said easement.

Thence continuing North 00°33'02" East a distance of 35.52 feet to a point;
Thence North 58°10'10" East a distance of 265.75 feet to a point;
Thence North 46°06'27" East a distance of 39.74 feet to a point;
Thence South 34°12'58" East a distance of 39.23 feet to a point;
Thence 36.65 feet following the arc of a non tangent curve to the left, said curve having a radius of 35.00 feet, a central angle of 60°00'00", a chord bearing of South 74°35'55" West and a chord distance of 35.00 feet to a point;
Thence South 47°28'33" West a distance of 48.57 feet to a point;
Thence South 58°10'10" West a distance of 243.97 feet to the POINT OF BEGINNING.

The above-described tract of land contains 9,155 square feet, or 0.21 acres, more or less, subject to any existing easements or rights-of-way.

Prepared By: THE LAND GROUP, INC.
261 CANYON CREST DRIVE
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EXHIBIT C
LANDSCAPE PLAN

