



NOTICE OF AGENDA
TWIN FALLS CITY PLANNING & ZONING COMMISSION
February 11, 2014 6:00PM
City Council Chambers
305 3rd Avenue East Twin Falls, ID 83301

PLANNING & ZONING COMMISSION MEMBERS

CITY LIMITS:

Nikki Boyd Jason Derricott Tom Frank Kevin Grey Gerardo "Tato" Munoz Chuck Sharp Jolinda Tatum
Chairman

AREA OF IMPACT:

Lee DeVore Steve Woods

City Council Liaison

Rebecca Mills Sojka

Vice-Chairman

I. CALL MEETING TO ORDER:

1. Confirmation of quorum
2. Introduction of staff

II. CONSENT CALENDAR:

1. Approval of Minutes from the following meeting(s): **January 28, 2014 Public Hearing**
2. Approval of Findings of Fact and Conclusions of Law: **NONE**

III. ITEMS OF CONSIDERATION:

1. Request for Commission's consideration of approval of the preliminary plat for the Fieldstone Professional Subdivision- A PUD consisting of 11.9 (+/-) acres with 32 lots and 1 tract for a mixed use development located south of the 900-1100 blocks of Cheney Drive West & East of the 1350-1450 blocks of Field Stream Way. c/o David Thibault, EHM Engineers, Inc. on behalf of Brad Wills

IV. PUBLIC HEARINGS:

1. Request for the Commission's recommendation on a request for a PUD Agreement Amendment to amend the Magic Valley Mall, LLC PUD Agreement #215 to allow a modification to the sign criteria on property located at 1485 Pole Line Road East c/o David Thibault, EHM Engineers, Inc. on behalf of Magic Valley Mall. (app. 2612)
2. Request for the Commission's recommendation on a request for a PUD Agreement Amendment to amend the WS&V PUD Agreement #263 to allow a mixed use development; consisting of professional office and residential uses, on the remaining undeveloped lots within the WS&V First Amended Subdivision-A PUD, consisting of lots 2-5 Block 1 and totaling 16 (+/-) acres, located west of the 1000 block of Fieldstream Way and southwest of Cheney Drive West, extended c/o John O Fitzgerald, II on behalf of WS&V, LLC (app. 2614)
3. **WITHDRAWN** Request for a Special Use Permit to allow an impound yard, wrecking yard, automobile salvage and junkyard on property located at 198 Gem Street South c/o Mark Gordoski DBA Marky's Super Tow (app. 2616)
4. Request for a Special Use Permit to allow parking of two pieces of heavy equipment in conjunction with an excavation business operating as a home occupation on property located at 911 Rice Circle, c/o Jim & Juline Crandall (app. 2617)
5. Request for a Special Use Permit to allow development and operation of a Tourist Information Center on property located at 3591 Blue Lakes Boulevard North c/o Shawn Barigar on behalf of Twin Falls Chamber of Commerce (app. 2618)

V. PUBLIC INPUT AND/OR ITEMS FROM THE ZONING DEVELOPMENT MANAGER AND/OR THE PLANNING & ZONING COMMISSION:

VI. UPCOMING PUBLIC MEETINGS: (held at the City Council Chambers)

1. Public Hearing: **February 25, 2014 6:00 PM**
2. Work Session: **March 5, 2014 12:00 PM**

VII. ADJOURN MEETING:

Si desea esta información en español, llame Leila Sanchez al (208) 735-7287

Any person(s) needing special accommodations to participate in the above noticed meeting should contact Lisa A. Strickland at (208) 735-7267 at least two (2) working days before the meeting.

CITY OF TWIN FALLS
PLANNING & ZONING COMMISSION
Public Hearing Procedures for Zoning Requests

1. Prior to opening the public meeting, the Chairman shall review the public hearing procedures, confirm a quorum is present and introduce staff present.
2. Individuals wishing to testify or speak before the Commission shall wait to be recognized by the Chairman, approach the microphone/podium, state their name and address, then commence with their comments. Following their statements, they shall write their name and address on the Sign-In record sheet(s) located on a separate table near the entrance of the chambers. The administrative assistant shall make an audio recording of each public meeting.
3. **The Applicant, or the spokesperson for the Applicant, shall make a presentation** on the application/request. No changes to the request may be made by the applicant after the publication of the Notice of Public Hearing – WHICH IS A MINIMUM OF 15 DAYS PRIOR TO PUBLIC HEARING.
4. **The applicant's 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.**

The **applicant's presentation** is limited to 15 minutes, unless a written request for additional time is received and granted by the Chairman prior to commencement of the public meeting.

5. Upon completion of the applicant's presentation City Staff will present a staff report which shall summarize the application/request, history of the property, if any, staff analysis of the request and any recommendations.
 - **The Commission may ask questions of staff or the applicant pertaining to the request at this time.**
6. The public will then be given the opportunity to provide public testimony/input/comments regarding the request.
 - **The Chairman may limit public testimony to no more than two (2) minutes per person.**
 - **Five (5) or more individuals, having received personal public notice of the application under consideration, may select a spokesperson by written petition. The spokesperson shall be limited to 15 minutes.**
 - **No written comments, including e-mail, received after 12:00 o'clock noon on the date of the hearing will be accepted for consideration by the hearing body. Written comments, including e-mail, received by 12:00 o'clock noon or before the date of the hearing shall be either read into the record or displayed on the overhead projector either during or upon the completion of public comment.**
 - **Following the Public Testimony, the applicant is permitted a maximum five (5) minutes rebuttal to respond to Public Testimony.**
7. Following the Public Testimony and Applicant's response, the Public Input portion of the public hearing shall be closed-**No further public testimony is permitted**. Commission Members, as recognized by the Chairman, shall be allowed to request clarification of any public testimony received of the Applicant, Staff or any person who has testified. The Chairman may again establish time limits.
8. The Chairman shall then close the Public Hearing. The 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 Chairman.**



Public Hearing: **TUESDAY, February 11, 2014**

To: Planning & Zoning Commission

From: Rene'e V. Carraway, Community Development Dept.

AGENDA ITEM III-1

Request: Request for the Commission's consideration of approval of the Preliminary Plat of Fieldstone Professional Subdivision- A PUD consisting of 11.9 (+/-) acres with thirty two (32) lots and one tract for a mixed use development located south of the 900-1100 blocks of Cheney Drive West and East of the 1350-1450 blocks of Field Stream Way. c/o David Thibault, EHM Engineers, Inc. on behalf of Brad Wills.

Time Estimate:

The applicant's presentation may take up to fifteen (15) minutes. Staff's presentation may be up to five (5) minutes.

Background:

Applicant:	Status: Property Owner	Size: 11.9(+/-) acres
Wills Inc. c/o Brad Wills 222 Shoshone St West Twin Falls, ID 83301 208-734-4411	Current Zoning: R-4-PRO-PUD	Requested Zoning: Approval of a preliminary plat
	Comprehensive Plan: Medium Density Residential adjacent to Urban Village	Lot Count: 32 lots
	Existing Land Use: undeveloped	Proposed Land Use: Professional offices and multi-family residential
Representative:	Zoning Designations & Surrounding Land Use(s)	
EHM Engineers Inc. 621 North College Road, Ste. 100 Twin Falls, ID 83301 David Thibault 208-734-4888	North: C-1 PUD; Cheney Dr W, extended, Twin Falls Reformed Church	East: R-2; single-family dwellings
	South: R-2; North College Rd W, single-family and duplex dwellings	West: R-2 and R-6 PRO PUD; Field Stream Way, LDS Church
	Applicable Regulations: 10-1-4, 10-1-5, 10-4-4, 10-4-6, 10-4-18, 10-6-1 through 4, 10-7-6, 10-10-1 through 3, 10-11-1 through 9, 10-12-2.3	

Approval Process:

As per Twin Falls City Code 10-12-2.3 Action on Preliminary Plat:

The Commission may approve, conditionally approve, deny or table for additional information when acting on the preliminary plat. If tabled, approval or denial shall occur at the regular meeting following the meeting at which the plat is first considered by the Commission. The action and the reasons for such action shall be stated in writing by the Administrator and forwarded to the applicant. The administrator shall also forward a statement of the action taken and the reasons for such action together with a copy of the preliminary plat to the Council for its information and record.

Budget Impact:

As the request is for a Preliminary Plat, approval of this request will have negligible impact on the City budget.

Regulatory Impact:

Upon approval of the Preliminary Plat by the Planning & Zoning Commission the applicant can submit a final plat in compliance with approved Preliminary Plat.

History:

On March 30, 2004 the Commission approved the Preliminary Plat of Westview Meadows, now known as Fieldstone Subdivision to develop 36 +/- acres with 82 single family residential lots. The City Council approved the Final Plat of Fieldstone Subdivision on April 26, 2004 with two conditions. 1) Bike path be changed to 15' wide and 2) Water shares to be deeded to the City when the plat was recorded.

In July 2004 this area was annexed into the City of Twin Falls with R-2 zoning, Ordinance #2794. Fieldstone Subdivision (formerly Westview Meadows), consisting of 36 acres and 82 residential lots, was recorded in Dec 2004. The property has been developed in phases.

On February 23, 2009 the City Council approved a request to vacate a portion of Cobble Creek Road, a public right-of-way, Ordinance #2965. As a result of the vacation of the public right-of-way, Fieldstone 1st Amended Subdivision was recorded in July 2010.

A preliminary presentation to rezone a portion of the Fieldstone Subdivision from R-2 to R-6 PRO PUD rezone request was given to the Planning and Zoning Commission on September 13, 2011. Planning and Zoning recommended denial of the rezone. On November 22, 2011 a modified preliminary presentation to rezone this property from R-2 to R-4 PRO PUD was given to the Planning and Zoning Commission. On December 13, 2011 the Planning and Zoning Commission recommended denial of the modified request. Council approved the rezone as R-4 & R-4 PRO PUD on January 23, 2012. There has not been an Ordinance or a PUD Agreement approved by the Council as of this date.

The Planning and Zoning Commission recommended denial of a request to vacate the dedicated public rights-of-way and easements consisting of 2.7 (+/-) acres located within a portion of the Fieldstone Subdivision located south of the 900-1100 blocks of Cheney Drive West, undeveloped and east of the 1350-1450 blocks of Fields Stream Way. On March 5, 2012 the Council approved the request to vacate the dedicated public rights-of-way and easements consisting of 2.7 (+/-) acres. There has not been an Ordinance approved by the Council as of this date.

Analysis:

This Preliminary Plat for the Fieldstone Professional Subdivision, A PUD, includes 11.9 (+/-) acres and is zoned R-4 PRO PUD (Residential Medium Density) PRO (Professional Office Overlay) PUD (Planned Unit Development) zone. The request is to plat thirty two (32) lots. The site is located south of the 900-1100 blocks of Cheney Drive West and East of the 1350-1450 blocks of Field Stream Way.

The proposed plat will allow for a planned mixed use development consisting of residential multi-family, professional and medical uses. The minimum lot area for a single family dwelling in the R-4 zone is 4000 square feet, 7000 square feet for a duplex and multi-plex dwelling units will increase over the duplex area by 2000 square feet per dwelling unit or 1000 square feet per unit above or below the ground level unit. The Professional Office overlay states that the lot size shall be of sufficient size to provide for the building, off street parking and landscaping. All of the proposed lots have the required square footage.

The preliminary plat is proposing five (5) lots along the future alignment of Cheney Drive West for professional office uses, three (3) lots along North College Road West for duplexes, four (4) lots for

single family dwellings at the end of Cobble Creek Road to complete a cul-de-sac and twenty (20) single family cottage-style residences along Field Stream Way. The non-residential uses are restricted to buildings less than 14,000 square feet unless allowed by special use permit. Screening would be required between the residential areas and non-residential areas.

There have been a lot of discussions regarding the construction of Cheney Drive West extension with Twin Falls Reformed Church, MBJ, LLC aka Countryside Village Trailer Park and the developer. The City has received road right-of-way from MBJ, LLC. The road right-of-way dedication has not been received from the property owner to the north, Twin Falls Reformed Church, Inc. Four of the five proposed professional office use lots access Cheney Drive West, extended. The Commission may wish to place a condition on the preliminary plat that no building permits will be issued for Lots 1 through 5, Block 1 of the Fieldstone Professional Subdivision until Cheney Drive West has been constructed.

A portion of Twin Falls Canal Company's Lateral #43 is located along the northern boundary of the proposed subdivision where Cheney Drive West, extended shall be constructed. The developer is proposing to relocate and pipe the lateral on the property to the north, Twin Falls Reformed Church, Inc. The Commission may wish to place a condition on the preliminary plat that the developer shall provide an approval from the Twin Falls Canal Company for the relocation of the lateral and the necessary easements.

Fieldstone Subdivision is currently served with thirty five (35) sewer will serves. This development, being a replat of those residential lots, will retain those will serves and associated volume of waste water. There will be no additional capacity available until the waste water treatment plan is complete. The estimated time of completion of the treatment plant is December 2015.

This is the first step of the plat approval process. A preliminary plat is presented to the Planning and Zoning Commission. The Commission may approve the preliminary plat, deny it, or approve it with conditions. A final plat, that is in conformance with the approved preliminary plat and including any conditions the Commission may have required, is then presented to the City Council. Only after a final plat has been approved by the City Council and construction plans approved, may the plat be recorded and lots sold for development.

This request is in conformance with the Comprehensive Plan which designates this area as appropriate for medium density residential development and the urban village/urban infill land use concept. There is not a zoning designation specific to the Urban Village/Urban Infill classification but it encourages mixed density residential development and a mix of non-residential uses that support the area which can be met with the professional office overlay.

Conclusion:

Staff recommends the Commission approve the preliminary plat of the Fieldstone Professional Subdivision, A PUD, as presented, and subject to the following conditions:

1. Subject to final technical review and amendments as required by Building, Engineering, Fire, and Zoning officials to ensure compliance with all applicable City Code requirements and standards.
2. Subject to Council approval of an Ordinance for the rezoning of the property from R-2 to R-4 PRO PUD.
3. Subject to Council approval of an Ordinance for the vacation of the dedicated public rights-of-way and easements consisting of 2.7 (+/-) acres located within a portion of the Fieldstone Subdivision located south of the 900-1100 blocks of Cheney Drive West, undeveloped and east of the 1350-1450 blocks of Fields Stream Way.

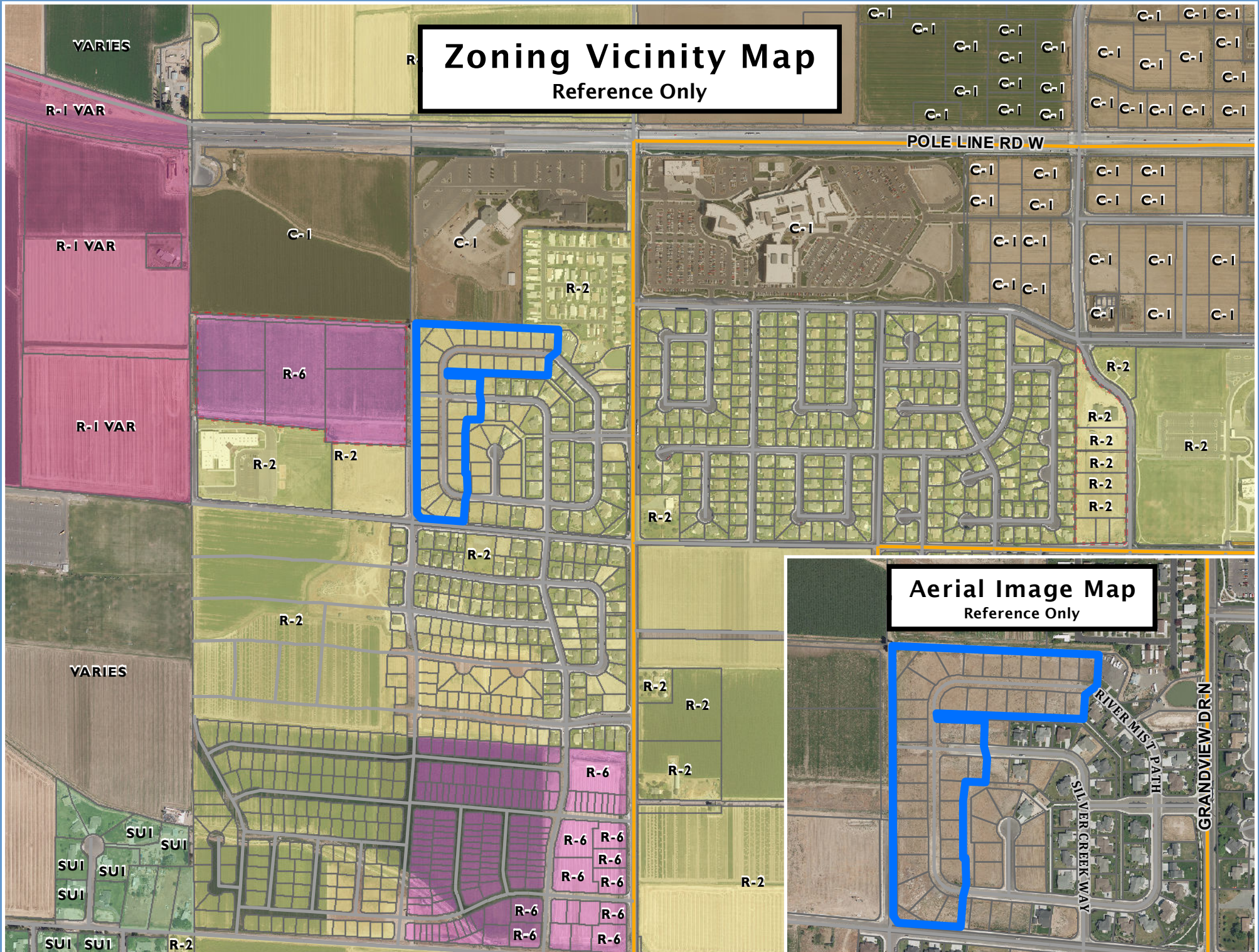
4. Subject to Council approval and recordation of the Fieldstone Professional P.U.D. R-4 Professional Planned Unit Development Agreement.
5. Subject to no building permits being issued for Lots 1 through 5, Block 1, Fieldstone Professional Subdivision, until Cheney Drive West, extended, has been constructed.
6. Subject to road right-of-way being dedicated to the City of Twin Falls from the Twin Falls Reformed Church, Inc. for their portion of Cheney Drive West, extended.
7. Subject to Twin Falls Canal Company approval of the relocation of Lateral #43 and the dedication of necessary easements.

Attachments:

1. Zoning Vicinity/Aerial Map
2. Preliminary Plat Exhibit
3. Fieldstone Professional Master Development Plan
4. Pictures

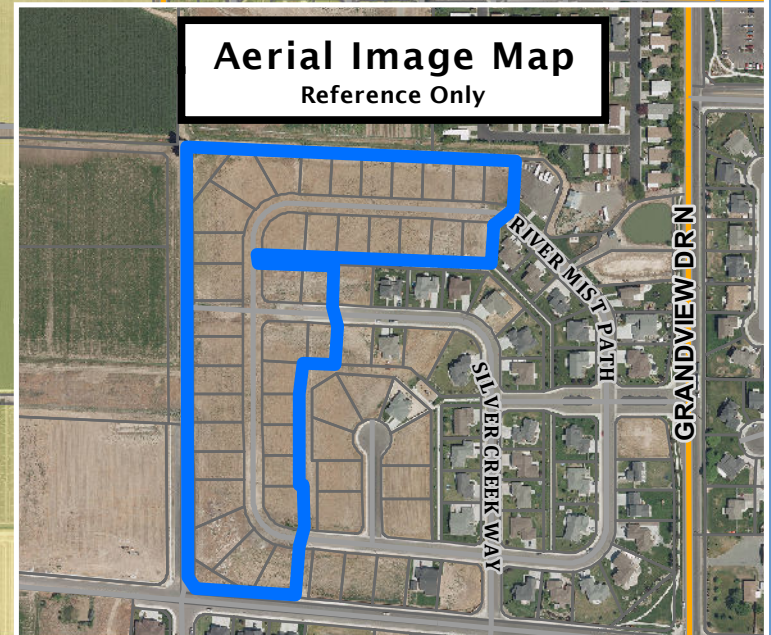
Zoning Vicinity Map

Reference Only

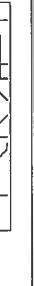


Aerial Image Map

Reference Only



PROPERTY BOUNDARY
ROADWAY CENTERLINE
EASTWAY LINE
WATER LINE
SANITARY SEWER LINE
STORM SEWER LINE
PRESSURE IRRIGATION LINE
GRAVITY IRRIGATION LINE
STANDARD CURB & GUT
ROLLED CURB & GUTTER
SIDEWALK
EDGE OF ASPHALT
SEWER SERVICE
WATER SERVICE
IRRIGATION SERVICE
CLEAN-OUT
BLOW-OFF ASSEMBLY
FIRE HYDRANT
MANHOLE
IRRIGATION BOX
CURB INLET
VALVE
STREET LIGHT
SECTION LINE
SECTION QUARTER CORNER
SECTION CORNER



Commercial
Property
C-1 PUD Zone

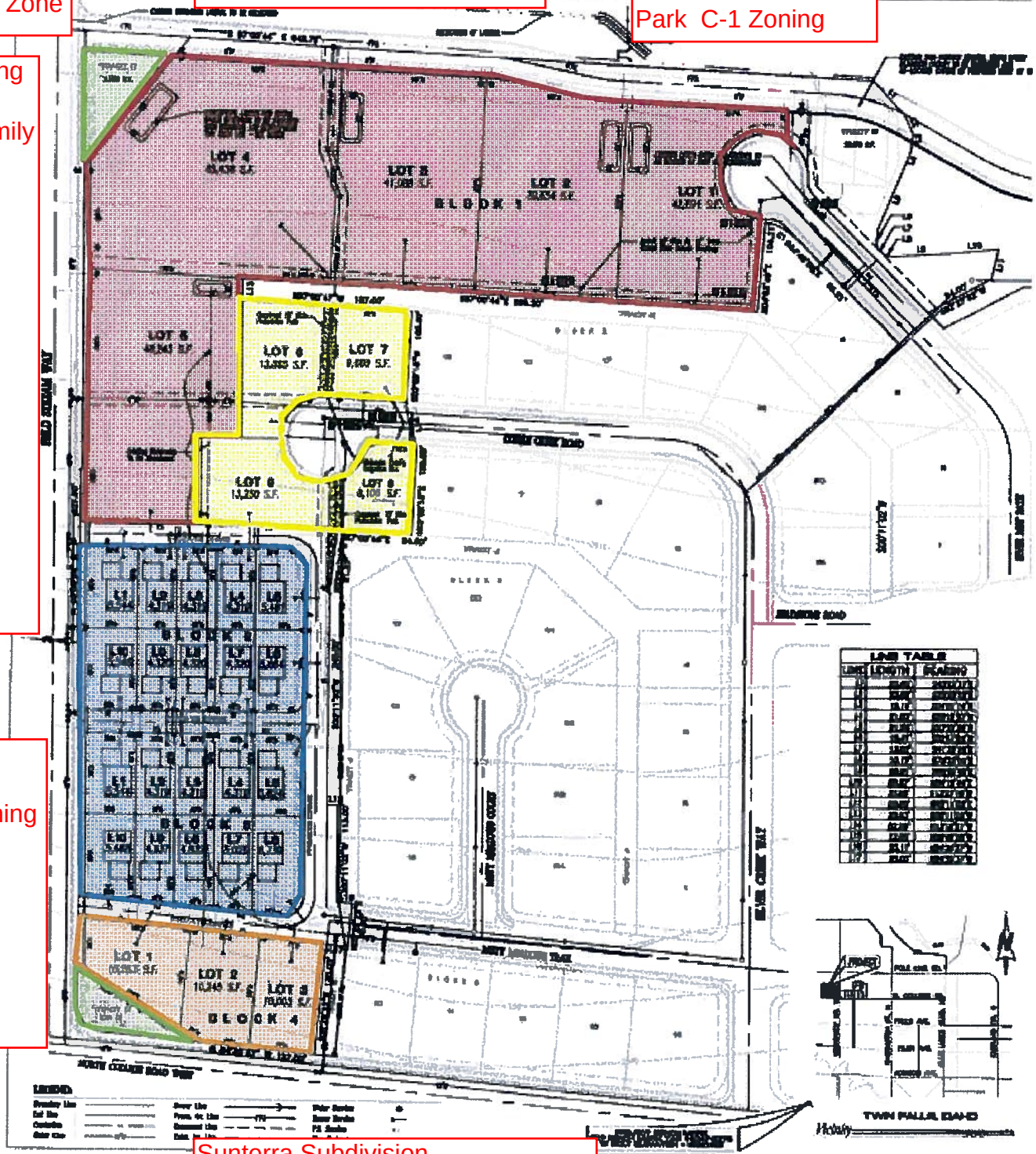
Twin Falls Reformed Church
C-1 PUD Zoning

Manufactured Home
Park C-1 Zoning

St.
Luke's
Hospital

R-6 Zoning
Future
Multi-Family

LDS
Church
R-2 Zoning
Special
Use
Permit



Sunterra Subdivision
Close to 40 % Higher Density than
Fieldstone Subdivision

- 5 Professional Office overlay use area lots
- 4 Single-family residential lots
- 3 Duplex residential lots
- 20 Single-family cottage-style residential lots
- 2 Tracts



North College Road West looking north.





Northeast corner of property looking southwest.





Public Hearing: **TUESDAY, February 11, 2014**

To: Planning & Zoning Commission

From: Rene'e Carraway, Community Development

AGENDA ITEM IV-1

Request:

Request for the Commission's recommendation for a PUD Agreement Amendment to amend the Magic Valley Mall, LLC PUD Agreement #215 to allow a modification to the sign criteria on property located at 1485 Pole Line Road East c/o David Thibault, EHM Engineers, Inc. on behalf of Magic Valley Mall. (app. 2612)

Time Estimate:

The applicant's presentation may take up to fifteen (15) minutes. Staff presentation may take five (5) minutes. Time available for questions by the Commission.

Background:

Applicant:	Status: Property Owner	Size: 57.77(+/-) acres
Magic Valley Mall, LLC A Utah Limited Liability Co. 2733 East Parley's Way, Suite 300 Salt Lake City, UT 84109 c/o Brent White, Manager of the Magic Valley Mall 208-733-3000 ext. 25	Current Zoning: C-1 PUD	Requested Zoning: PUD Agreement Amendment request
	Comprehensive Plan: Commercial – Retail	Lot Count: N/A
	Existing Land Use: Magic Valley Mall; a retail shopping center consisting of developed & undeveloped pad sites.	Proposed Land Use: proposed change to the allowed signage within the Magic Valley Mall PUD.
Representative:	Zoning Designations & Surrounding Land Use(s)	
EHM Engineers, Inc. c/o David Thibault 621 N. College Rd, Suite 100 Twin Falls, ID 83301 208-734-4888 dthibault@ehminc.com	North: C-1 PUD; Bridgeview Blvd, Canyon Park East PUD development	East: C-1 PUD; Bridgeview Blvd, Bridgeview Estates
	South: C-1 PUD; Pole Line Rd E, Retail uses; Auto dealerships/ Home Depot	West: C-1 PUD; Blue Lakes Blvd N, Canyon Park West Amended PUD - Concept 91 Subdivision development; CostCo/C-3
	Applicable Regulations: 10-1-4, 10-1-5, 10-4-8, 10-6-1.1 thru 1.4, 10-14-1 thru 10-14-6 and the PUD Agreement(s)	

Approval Process:

As per Twin Falls City Code 10-6-1.4(E) Approval of an amendment to a PUD Sub-District and the Planned Unit Development Agreement.

At a public hearing the Commission is asked for a recommendation to the Council regarding the request to either, amend the existing PUD Agreement as presented, deny the request or remand back to the Commission if there are major changes.

Budget Impact:

Approval of this request will not have a financial impact on the City budget.

Regulatory Impact:

After a public hearing, a recommendation from the Planning and Zoning Commission for the requested change will allow the request to proceed to the City Council for a decision.

History:

In September 1981 the area was rezoned from R-4 PUD to C-1 PUD by the City Council. In 1983, the C-1 PUD was amended and an additional PUD Agreement was required. In June of 1986 a Special Use Permit was approved by the Commission to allow a drive-through window at a bank at one of the pad sites at 1864 Blue Lakes Boulevard North. The Magic Valley Mall opened October 1986.

In 1988, the Magic Valley Mall requested a Zoning Title Amendment to the sign code to change the requirements for message center signs. The request was combined with multiple sign code changes that were approved by the City Council, including allowing message center signs up to 75 square feet in size. An SUP for a message center sign was approved by the Commission August 30, 1988. Another message center sign was requested in 1994. The Commission denied the request but an appeal was granted by the City Council on November 11, 1994. SUP #0394 was issued for the sign.

In April of 1994, a PUD Agreement amendment was approved to develop the southwest portion of the property, add sq. footage to the Sears Roebuck and Company store site, and other alterations. Another PUD Amendment was requested on May 15, 2004, to develop additional pad parcels. The last PUD Amendment was April 11, 2006, where the City Council approved changes to the signage section of the PUD Agreement.

Pad site development has required Special Use Permits on occasion for uses such as beer and wine sales in restaurants and drive-through windows.

A preliminary presentation was given to the Planning and Zoning Commission on March 13, 2007, on proposed PUD modifications.

On March 27, 2007 the Planning and Zoning Commission recommended approval of the PUD modification to allow two (2) additional pad sites and the expansion of two existing sites. On April 23, 2007 the Council approved the PUD Amendment request. The amended PUD Agreement was recorded.

A Preliminary Presentation for this request to allow a PUD Agreement Amendment was held on January 28, 2014.

Analysis:

This is a request for the Commission to consider an amendment to the Magic Valley Mall PUD Agreement to allow a modification to the sign criteria on property located at 1485 Pole Line Road East. The modification would allow future signage at the Magic Valley Mall to follow current and revised City Code 10-9; Sign Regulation standards.

The proposed change will affect sign design and layout of proposed signs on the subject property. The proposed change is as follows:

1. Signs: All signs hereafter constructed or installed on the subject property shall meet the applicable provisions of the Twin Falls City Code. No other restriction shall be placed on signs permitted under this agreement.

a. Exception: All flag poles and pennant type signs previously permitted under the PUD Amendment dated December 18, 2007 will be allowed.

The applicant is trying to eliminate confusion in the sign criteria in the many addendums to the Magic Valley Mall, LLC PUD Agreements.

City Code requires that the applicants make a preliminary presentation to the Commission and to the public when an amendment to a PUD Agreement is desired. This presentation, which took place on January 28, 2014, allows the Commission and the public to become familiar with the proposed amendment(s) to the project prior to the

actual public hearing. At the presentation there were questions concerning who could have signs along the exterior of the mall and what type of sign. The PUD amendment will allow signs that comply with the current Twin Falls City Sign Code. Each new sign will have to go through the permitting process. Staff will evaluate the permit applications for compliance with City Code 10-9 before permitting any new signs.

The proposed development and amendment is still in compliance with the Comprehensive Plan which designates this area as appropriate for Commercial/Retail development.

Conclusion:

Staff recommends that the following conditions be included should the Planning and Zoning Commission recommend approval of this request:

1. Subject to Master Development Plan amendments as required by Building, Fire, Engineering and Zoning Officials to ensure compliance with all applicable City Code requirements and standards.
2. Subject to recordation of Magic Valley Mall, LLC PUD Agreement #215; 2014 Amendment, as approved by the City Council, prior to development of this site.

Attachments:

1. Narrative
2. Zoning Vicinity/Aerial Map
3. Proposed Addendum to C-1 PUD Agreement
4. Master Development Plan
5. Magic Valley Mall PUD Agreement 02-06-1984
6. Magic Valley Mall PUD Agreement 01-30-1991
7. Magic Valley Mall PUD Agreement Addendum 07-07-1995
8. Magic Valley Mall PUD Agreement Addendum 01-23-07
9. Magic Valley Mall PUD Agreement Addendum 01-15-08
10. Site Photos

Supplemental Information For MV MALL PUD Amendment Application

ITEM 3a)

This request will allow the MV Mall to modify the existing PUD governing criteria for signs and align the PUD restrictions with currently adopted guidelines as written in City Code. It is the desire of the MV Mall to comply with the City of Twin Falls currently adopted sign ordinance.

ITEM 3c)

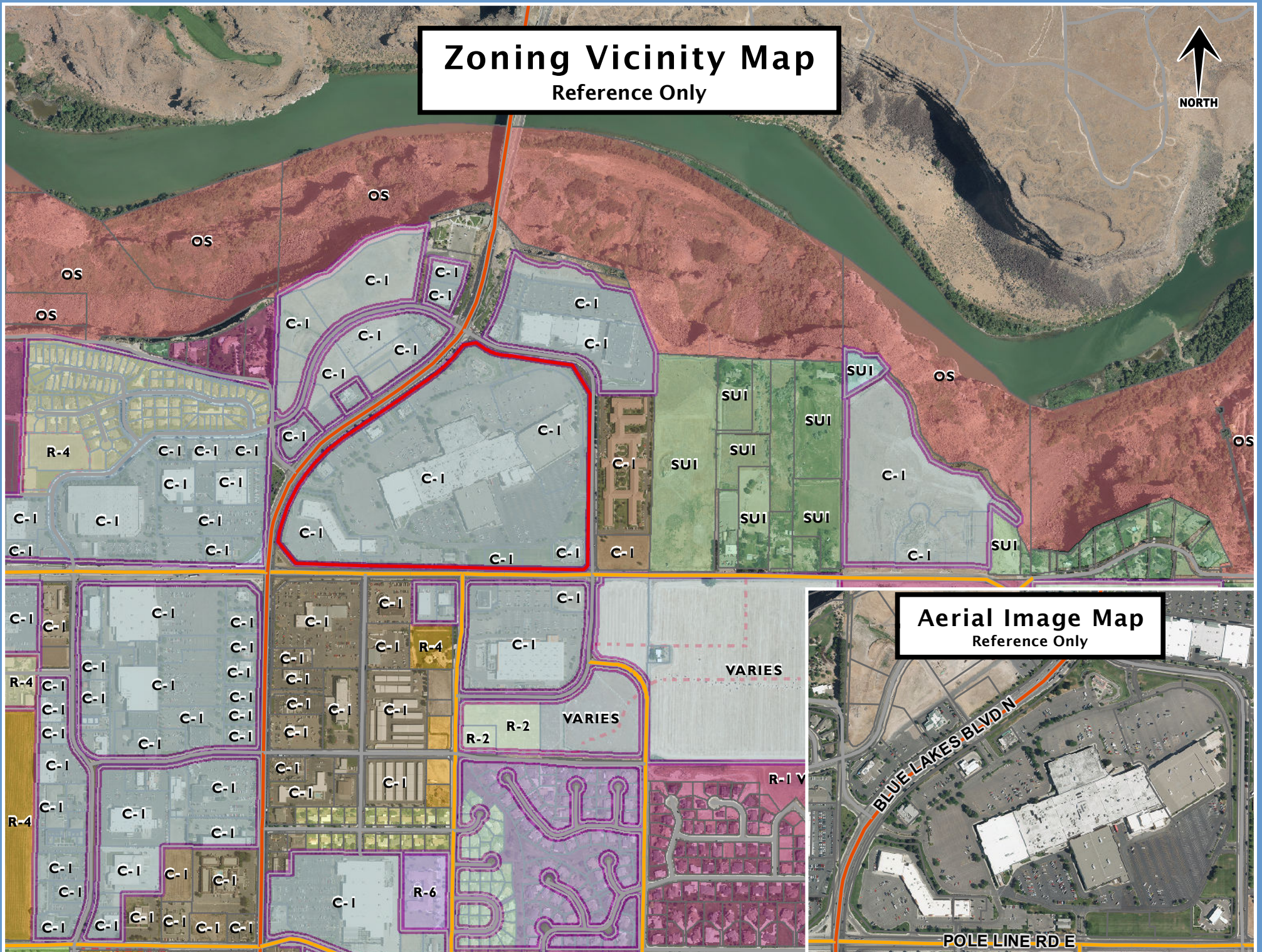
The proposed change will affect sign design and layout of proposed signs on the subject property. Previously the PUD specified many options which led to confusion in some instances. It is the desire of the MC Mall to engage local sign companies to complete work associated with sign design, layout, location, and construction. At the recommendation of one such company the MV Mall has determined to amend the current PUD to align the sign restrictions with currently adopted City Code.

ITEM 3d)

The proposed change will effectively mandate that any new sign construction will comply with the provisions of the Twin Falls sign ordinance as adopted by City Code. As the MV Mall continues to maintain and grow their operations and amenities within the Magic Valley Area, the PUD has evolved to address varying restrictions and conditions. This proposed amendment is one such evolution in the continued maintenance of the governing PUD. Little affect is to surrounding properties is anticipated as the proposal will align current restrictions with City Code. The City Code is likely to govern the surrounding properties.

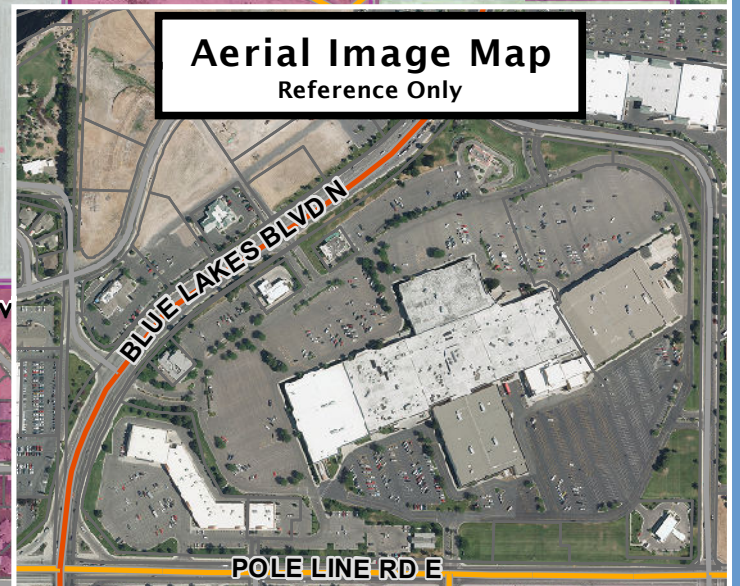
Zoning Vicinity Map

Reference Only



Aerial Image Map

Reference Only



ADDENDUM TO C-1 PLANNED UNIT DEVELOPMENT AGREEMENT
MAGIC VALLEY MALL, LLC

The Addendum Agreement is made and entered into as of the _____ day of _____, 20____, by and between the City of Twin Falls, Idaho, a Municipal Corporation (hereinafter called "City") and Magic Valley Mall L.L.C., a Utah Limited Liability Company whose address is 2733 East Parley's Way, Suite 300, Salt Lake City, Utah 84109.

RECITALS:

WHEREAS, the City and Price Development Company entered into a C-1 Planned Unit Development Agreement for the development of Magic Valley Mall dated February 6, 1984;

WHEREAS, on July 23, 1985, Price Development Company and the City executed an Addendum to C-1 Planned Unit Development Agreement;

WHEREAS, on April 17, 1995, Fund A. Magic Valley, Inc., a successor to Price Development Company and predecessor in interest to Magic Valley Partners, L.P., entered into an Addendum to C-1 Planned Unit Development Agreement;

WHEREAS, on May 21, 2004, Magic Valley Partners, L.P., a successor to Fund A, Magic Valley, Inc. and Price Development Company entered into an addendum to C-1 Planned Unit Development Agreement;

WHEREAS, on November 4, 2004, Magic Valley Mall, L.L.C., a Utah Limited Liability Company was a successor in interest to Magic Valley Partners, L.P. by special warranty deed inst. No. 2004-023931;

WHEREAS, on April 11, 2006, Magic Valley Mall, L.L.C., a Utah Limited Liability Company, a successor to Magic Valley Partners, L.P., a successor to Fund A, Magic Valley, Inc. and Price Development Company entered into an addendum to C-1 Planned Unit Development agreement;

WHEREAS, on January 15, 2008, Magic Valley Mall, L.L.C., a Utah Limited Liability Company, a successor to Magic Valley Partners, L.P., a successor to Fund A, Magic Valley, Inc. and Price Development Company entered into an addendum to C-1 Planned Unit Development agreement;

WHEREAS, the parties hereto now desire to amend the above referenced C-1 Planned Unit Development agreement to amend, as a part of this amendment, certain criteria governing signage;

NOW THEREFORE, the parties hereto, agree as follows:

1. **Signs:** All signs hereafter constructed or installed on the subject property shall meet the applicable provisions of the Twin Falls City Code. No other restriction shall be placed on signs permitted under this agreement.
 - a. **Exception:** All flag poles and pennant type signs previously permitted under the PUD Amendment dated December 18, 2007 will be allowed.

IN WITNESS WHEREOF, this Addendum Agreement has been executed on the day and year first above written.

City of Twin Falls, a Municipal Corporation
By: Mayor

Magic Valley Mall, L.L.C.,

By: TF MALL MANAGER L.L.C. a limited
liability corporation, Its Manager

By: Woodbury Corporation, a Utah Corporation,
Its Co-Manager

By: W. Richards Woodbury, Its President

By: O Randall Woodbury, Its Vice President

By: THORTON DEVELOPMENT AND
INVESTMENT, L.L.C., a Utah limited liability
company, Its Co-Manager

By: Scott W. Thornton, Its Manager

STATE OF IDAHO

COUNTY OF TWIN FALLS

On this ____ day of _____, 20____, before me, a Notary Public in and for said County and State, personally appeared Mr. Greg Lanting, Mayor of Twin Falls, known or identified to me to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he 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.

NOTARY PUBLIC FOR IDAHO

Residing At:_____

My Commission Expires:_____

STATE OF UTAH

COUNTY OF SALT LAKE

On this ____ day of _____, 20____, before me personally appeared W. Richards Woodbury and O. Randall Woodbury, to me personally known who, being by me duly sworn, did each for himself say that they are President and Vice President for that certain corporation known as Woodbury Corporation, a Co-Manager of TF MALL MANAGER, L.L.C., a Utah limited liability company, Manager of MAGIC VALLEY MALL LLC, and that the within instrument was executed by them, for and on behalf of said limited liability company.

NOTARY PUBLIC

My Commission Expires:_____

STATE OF UTAH

COUNTY OF SALT LAKE

On this ____ day of _____, 20____, before me personally appeared Scott Thornton, to me personally known, who being by me duly sworn, did for himself say that he is the Manager for that certain company known as THORTON DEVELOPMENT AND INVESTMENT, LLC, a Utah limited liability company, Co-Manager of MAGIC VALLEY MALL LLC, and that the within instrument was executed by him, for and on behalf of said limited liability company.

NOTARY PUBLIC

My Commission Expires:_____

ORIG PUD

①

C-1 PLANNED UNIT DEVELOPMENT AGREEMENT

THIS AGREEMENT, made and entered into this 6 day of February, 1984, by and between the CITY OF TWIN FALLS, a municipal corporation, State of Idaho (hereinafter called "City"), and PRICE DEVELOPMENT COMPANY, a Utah corporation (hereinafter called "PDC"), whose address is 35 Century Park-Way, Salt Lake City, Utah 84115.

RECITALS

1. PDC is the sole owner of a certain tract of land in the City of Twin Falls, State of Idaho, more particularly described in Exhibit "A", attached hereto, which plan is bounded by Blue Lakes Boulevard North to the north and west and Pole Line Road to the south.
2. PDC has made request of the City of Twin Falls to develop a regional shopping center ("shopping center") on the land described in Exhibit "A" attached hereto and has submitted to the City a site plan thereof which has been approved for development for a "C-1 PUD" by the Planning and Zoning Commission and the City Council of the City.
3. City, by and through its City Council, has agreed to the development of said land within the City of Twin Falls, Idaho, subject to certain terms and conditions, which terms and conditions are the subject of this agreement.

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

Magic Valley Mall - Parking utilization analysis / Holiday Season 2006

Date	Available Parking Spaces	Est. # Occupied spaces	Peak low of vacant spaces(1)	Percent occupied
actual 11/24/06Day after Thanksgiving	2724	2477	247	90.93%
actual 11/25/06 Saturday	2724	2363	361	86.75%
actual 12/2/06 Saturday	2724	2292	432	84.14%
actual 12/09/06 Saturday	2724	2323	401	85.28%
estimate Saturday 12/16/2007	2724	2340	384	85.90%
estimate Saturday 12/23/2007	2724	2415	309	88.64%
estimate Sunday 12/24/2007	2724	2271	453	83.37%

(1) Number of vacant
spaces at the time
when the parking lot
was its fullest.

I.

PDC, as developer of the shopping center, agrees:

1. Before development of the shopping center, to file or cause to be filed, with the City a complete set of "improvement plans", showing all streets, landscaping, sewer, water, drainage, building locations, and other such improvements contemplated within the development, which plans and all improvements shown thereon shall meet the approval of the City, which approval shall be given if such plans are generally in conformance with published City requirements and prevailing standards in the industry. Said "improvement plans" shall be generally designed in accordance with the site plan attached hereto as Exhibit "B", and by this reference adopted as though set forth at length herein.

2. Except as otherwise expressly provided herein, will design, construct and install at its expense all improvements shown on the "improvement plans."

3. Except as otherwise expressly provided herein, will construct and install all such improvements in strict accordance with the filed and approved "improvement plans."

4. Will provide the City with at least fifteen (15) days advanced written notification of when and of what portion, or portions, of said improvements it intends to complete at that time; and agrees to make such modifications and/or construct any temporary facilities necessitated by such phase construction work as shall be required and approved by the City, which approval shall not be unreasonably withheld.

5. Will hire a qualified construction engineer or supervisor to supervise the construction, inspection and testing of the work as necessary, to insure that all such improvements are constructed in accordance with the approved "improvement plans."

6. Agrees that upon having received written notification from the City that any of the requirements imposed on PDC herein

have not been complied with, that the City shall have the right to withhold the issuance of any certificate of occupancy within such "PUD" and/or shall have the right to withhold the providing of culinary water service to any part, parcel, or portion of such "PUD" until such time as all requirements specified herein have been complied with; PROVIDED, HOWEVER, PDC shall have the right to appear before the City Council at any regular meeting after any certificate of occupancy or any water service shall have been withheld for reasons set forth in this paragraph, and shall have the right to be heard as to why such certificate of occupancy should not be issued or water service allowed. The City Council shall then in good faith and in an objective manner decide whether said certificate of occupancy should be issued or water service to any property allowed, and its decision shall be final, except that the rights of the parties are preserved at law and equity.

7. Agrees to pay, or cause to be paid, to City all applicable fees at the time any building permit is requested or any separate water, sewer service, or culinary water service connection to City's sanitary sewer system or culinary water system is requested.

8. PDC agrees to file with City a plat, prepared by a registered professional engineer, of the real property which is the subject of this agreement, said plat to specifically identify and dedicate all easements and rights-of-way. It is further understood and agreed by PDC that said plat must first be approved by City, which approval shall not be unreasonably withheld, and then such plat shall be recorded prior to the issuance of any building permits for the construction of a regional shopping mall.

II.

1. In consideration of those special and unique circumstances and situations countered within this particular

"PUD" in the development of the shopping center, PDC and City agree to the following listed special items or provisions as set forth in this Article II. Except as is otherwise specifically set forth herein, PDC shall cause the design and construction of the work described below. Such work shall be constructed in accordance with engineered drawings and specifications, describing in reasonable detail the work to be performed, which drawings and specifications shall first be approved by City, which approval shall not be unreasonably withheld. Specifically PDC shall:

A. ACCEL/DECEL LANES

Design and construct acceleration and deceleration lanes along Blue Lakes Boulevard North and/or Pole Line Road, if requested, based on the recommendations of a qualified traffic consultant retained by PDC at its expense, or if required by the State of Idaho, Department of Highways.

B. SETBACKS

Agrees that all outbuildings (five are proposed) adjacent to Blue Lakes Boulevard North are to be constructed with a minimum setback of forty feet (40') and an average setback of forty-five feet (45') from PDC's property line. Outbuildings constructed on Pole Line Road (three are proposed) will be set back no less than thirty-five feet (35') from PDC's property line.

BRIDGEVIEW²

C. LANDSCAPED PERIMETER

Agrees that a quality landscaped perimeter (designed by a licensed landscape architect) shall be constructed and maintained along with the completion of each phase of the "PUD." Such landscaped perimeter shall extend from the backside of the sidewalks along Blue Lakes Boulevard North and Pole Line Road.

The depth of the landscaped perimeter on Blue Lakes Boulevard North will vary from a minimum of twenty-five feet (25') from PDC's property line with an average of thirty-five feet (35')

of landscaped perimeter being maintained along Blue Lakes Boulevard North as generally depicted on the site plan attached hereto as Exhibit "B."

The depth of the landscaped perimeter on Pole Line Road shall be maintained at an average of thirty feet (30') from PDC's property line as generally depicted on Exhibit "B" attached hereto.

In the event that Accel or Decel lanes are required, the landscaped perimeter shall be adjusted as dimensioned and depicted on Exhibit "B" attached hereto.

In the event the Idaho Department of Transportation (IDOT) or the City determines it necessary to widen the roadways fronting the "PUD" at some point in the future, PDC agrees to apply 100% of the funds it then receives from the sale of the additional right-of-way from IDOT or the City toward additional improvements within the remaining landscaped perimeter of the "PUD."

D. INTERIOR BOULEVARD

Agrees that a sixty foot (60') right-of-way for the construction of an interior boulevard shall be dedicated to the City as set forth on the plat, previously identified, and to be furnished to the City within one year from the date of execution of this agreement.

PDC agrees that at the time of the approval and recordation of the plat to furnish to the City an irrevocable letter of credit in the estimated amount of PDC's portion of the construction costs of the interior boulevard, consistent with rules and regulations contained in that certain document known as the "Developer's Agreement" prepared by the City. City agrees to delay requiring construction of said boulevard for a period of at least three (3) years from execution of this agreement.

E. POLE LINE ROAD RIGHT OF WAY

Agrees, that a right-of-way, approximately thirty feet (30') in depth, along Pole Line Road, shall be identified on said plat and dedicated to the City.

F. CODES

All construction done by PDC shall be to the standards established by any applicable codes.

G. DRAINAGE AND SEWAGE

Will construct surface drainage and sewage collection facilities to applicable City standards. City water and sewer service will be used and paid for by PDC at the rates set by applicable City ordinances and regulations.

H. LIFE ESTATE

PDC agrees that those areas on the site plan attached hereto as Exhibit "B" and identified as either future development or life estate are to be considered future PUD's and will not be developed by PDC except under the planned unit development concept.

III.

A. LIGHTING AND TRASH COLLECTION

Lighting shall be to City's standards and requirements. All trash collection points for the shopping center shall be enclosed.

B. LANDSCAPING

Landscaping shall be generally as depicted upon the site plan, and PDC will follow any reasonable requirements made by the City with respect to landscaping.

C. TIME LIMITATION

"C-1 PUD" zone designation on the property described in Exhibit "A" attached hereto is expressly conditioned upon submission to the City Council of a final plat within one (1) year from the date hereof.

D. COOPERATION

The parties hereto agree to cooperate each with the other. PDC shall submit to the City all plans, specifications, and working drawings required by City.

IV

A. STANDARD DEVELOPER'S AGREEMENT

It is understood and agreed by the parties hereto that it shall be necessary for PDC to execute City's standard developer's agreement. Nothing contained in this agreement should be interpreted as inconsistent with any of the terms and provisions of the standard developer's agreement, and in the event that any paragraph, term or condition of this agreement is determined to be inconsistent with the standard developer's agreement, the standard developer's agreement shall control.

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 reduced 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 State 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:

PDC: Price Development Company
35 Century Park-Way
Salt Lake City, Utah 84115
Attention: Carl Olson, Vice President

CITY: City of Twin Falls
P. O. Box 1907
321 Second Avenue East
Twin Falls, Idaho 83303-1907

E. SUCCESSORS AND ASSIGNS

This agreement shall be binding upon the successors,
assigns and legal representatives of the parties hereto.

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
thereby.

G. SIGNATORIES

Each of the persons executing this agreement hereby
represent and warrant that he or she is duly authorized and
empowered to so act on behalf of the entity for which he or she is
signing and that this agreement is binding on, and enforceable
against, such entity.

F. EFFECTIVE DATE

This "PUD" agreement shall become valid and binding only
upon its approval by City, through its City Council, and upon its
execution by the Mayor and PDC.

IN WITNESS WHEREOF, the City has affixed its seal and caused these presents to be executed by its Mayor on the date above written.

CITY OF TWIN FALLS

BY:

Emery Peterson

PRICE DEVELOPMENT COMPANY

BY:

Ken Price

STATE OF IDAHO)
COUNTY OF TWIN FALLS) ss.

On this 22 day of February, 1984, before me, the undersigned, a Notary Public in and for said State and County, personally appeared Emery Peterson known to me to be the Mayor of the City of Twin Falls, the municipal corporation that executed the within and foregoing instrument, 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.

Dewey Chandler
NOTARY PUBLIC FOR IDAHO
Residence: Twin Falls

My Commission Expires:

August 11, 1984

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On this 17th day of January, 1984, before me,
the undersigned, a Notary Public in and for said State and County,
personally appeared John Price, known to me to be the
President of PRICE DEVELOPMENT COMPANY, a Utah corporation,
the corporation that executed the within and foregoing instrument,
and acknowledged to me that such 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.

Joe L. Stephenson
NOTARY PUBLIC
Residence: Salt Lake City, UT

My Commission Expires:

1-5-87

1985

ADDENDUM TO C-1 PLANNED UNIT DEVELOPMENT AGREEMENT

THIS ADDENDUM and amendment to the C-1 Planned Unit Development Agreement dated February 6, 1984, made and entered into this _____ day of July, 1985, by and between the CITY OF TWIN FALLS, a municipal corporation, State of Idaho (hereinafter called "City"), and PRICE DEVELOPMENT COMPANY, a Utah corporation (hereinafter called "PDC"), whose address is 35 century Parkway, Salt Lake City, Utah 84115.

R E C I T A L S:

1. City and PDC entered into a C-1 Planned Unit Development Agreement dated the 6th day of February, 1984, with respect to a certain tract of land in the City of Twin Falls, State of Idaho, which tract is particularly described as Exhibit "A" attached to said C-1 Planned Unit Development Agreement.
2. PDC has made request of City to amend the said C-1 Planned Unit Development Agreement dated the 6th day of February, 1984, by amending page 5, paragraph D, entitled "Interior Boulevard".
3. City and PDC agree that page 5, paragraph D, of the C-1 planned Unit Development Agreement dated the 6th day of February, 1984, may be amended as stated below:

AMENDMENT

D. INTERIOR BOULEVARD

PDC agrees that a sixty foot (60') right-of-way for the construction of an interior boulevard shall be dedicated to the City as set forth on the plat, previously identified, and that an additional thirty-two foot (32') of right-of-way as legally described in Exhibit "B" attached hereto will be dedicated to the

ADDENDUM TO AGREEMENT, July, 1985 - 1

City by separate deed prior to recordation of the final plat. The City will require the adjacent landowner or landowners, at the time said landowner or landowners make application for a PUD or file a plat, to dedicate to the City sufficient right-of-way for the construction of the sixty foot (60') right-of-way as such is shown on the Magic Valley Mall parcel map approved by the City of Twin Falls. The City agrees that the thirty-two foot (32') right-of-way herein mentioned shall revert to PDC when the adjacent landowner or landowners have dedicated sufficient right-of-way to construct the sixty foot (60') right-of-way mentioned above. The City agrees to execute and record all documents necessary to accomplish said reversion.

PDC also agrees to furnish to the City an irrevocable letter of credit in the estimated amount of PDC's portion of the construction costs of the interior boulevard, consistent with rules and regulations contained in that certain document known as the "Developer's Agreement" prepared by the City at the time of the approval and recordation of the plat. City agrees to delay requiring the construction of said interior boulevard for a period of time which shall be no later than December 1, ¹⁹⁸⁷~~1988~~, or until PDC shall require a building permit for the construction of a fourth anchor tenant, whichever event shall first occur.

IN WITNESS WHEREOF, the City has affixed its seal and caused these presents to be executed by its mayor on the date above written.

CITY OF TWIN FALLS, a municipal
corporation

By Emery A. Petersen
Its Mayor

PRICE DEVELOPMENT COMPANY, a
corporation

By [Signature]
Its [Signature]

STATE OF IDAHO
County of Twin Falls

} ss.

On this 23 day of July, 1985, before me, the undersigned, a Notary Public in and for said State and County, personally appeared EMERY A. PETERSEN, known or identified to me to be the Mayor of the CITY OF TWIN FALLS, the municipal corporation that executed the instrument or the person who executed the instrument on behalf of said Corporation, and acknowledged to me that such 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.

Jewel Chandler
NOTARY PUBLIC FOR IDAHO
Residence: Twin Falls
My Commission expires 8/4/88

STATE OF IDAHO
County of TWIN FALLS } ss.

On this 22 day of July, 1985, before me, the undersigned, a Notary Public in and for said State and County, personally appeared REX FRAIZER, known or identified to me to be the EXEC. Vice Pres of PRICE DEVELOPMENT

ADDENDUM TO AGREEMENT, July, 1985 - 3

1995

C-2413
PUD 215

(3)

ADDENDUM TO C-1 PLANNED UNIT DEVELOPMENT AGREEMENT

This Addendum Agreement is made and entered into this 17th day of April, 1995, by and between the City of Twin Falls, Idaho, a Municipal Corporation (hereinafter called "City") and Fund A, Magic Valley, Inc., whose address is c/o Schroder Real Estate Associates, 437 Madison Avenue, New York, New York, 10022 (hereinafter called "Fund A").

RECITALS:

WHEREAS, the City and Price Development Company, a Utah Corporation, entered into a C-1 Planned Unit Development Agreement for the development of the Magic Valley Mall dated February 6, 1984;

WHEREAS, on July 23, 1985, Price Development Company and the City of Twin Falls executed an Addendum to C-1 Planned Unit Development Agreement; and

WHEREAS, Fund A is the successor of Price Development Company in the Magic Valley Mall, and the above referenced C-1 Planned Unit Development Agreement and Addendum thereto; and

WHEREAS, said C-1 Planned Unit Development Agreement, and Exhibit B thereto, identified certain portions of the project as future development parcels and a life-estate parcel, and required that said parcels could be further improved and developed under a Planned Unit Development concept, subject to the approval of the City; and

WHEREAS, Fund A now desires to further improve and develop the life estate parcel and certain portions of the property within the Magic Valley Mall identified in the C-1 Planned Unit Development Agreement and exhibits thereto, as future development property; and

WHEREAS, Fund A further desires to amend the C-1 Planned Unit Development Agreement to permit the expansion of the Sears Roebuck and Company retail store at the Magic Valley Mall from its present size of 67,671 square feet to 93,271 square feet of enclosed space; and

WHEREAS, the City, at a meeting of it's City Council held on April 4, 1994, considered and approved the proposed expansion of the Sears Roebuck and Company store and the plans and specifications presented by Fund A for the above referenced development and improvement of the life estate parcel and portions of the future development property, and consented to their inclusion in the Planned Unit Development Agreement, subject to certain terms and conditions hereinafter specified; and

WHEREAS, the parties hereto now desire to amend the above referenced C-1 Planned Unit Development Agreement to specifically approve the proposed expansion of the Sears Roebuck and Company retail store and the development and improvement plans

and specifications for the life estate parcel and portions of the future development property;
and

WHEREAS, the parties desire to establish, as a part of this amendment, certain
criteria governing the installation and maintenance of signs within the Magic Valley;

NOW, THEREFORE, the parties hereto, agree as follows:

1. Except as hereinafter expressly amended, the above referenced C-1 Planned Unit Development Agreement dated February 6, 1984, the Amendments thereto entered into on July 23, 1985, shall remain in full force and effect, and shall govern and control the development of the Magic Valley Mall, more particularly described in Exhibit "A" to said Planned Unit Development Agreement.
2. The building currently occupied by the Sears Roebuck and Company retail store may be expanded to 93,271 square feet, subject to all applicable terms and conditions of the above-referenced C-1 Planned Unit Development Agreement dated February 6, 1984, and the terms and conditions of this Addendum Agreement.
3. Subject to the remaining terms and conditions of this Addendum Agreement, the City hereby approves the development and improvement of the life estate parcel and portions of the future development property within the Magic Valley Mall Planned Unit Development (Parcels A, C, N and M) pursuant to the plans and specifications contained on Exhibit "A" hereto. With respect to Parcels A, C, M and N only, the plans and specifications set forth in Exhibit "A" hereto shall supersede and replace all plans and specifications for the development and improvement of those parcels contained in the site plan attached as Exhibit "B" to the above referenced C-1 Planned Unit Development Agreement dated February 6, 1984.
4. Without limiting the provisions set forth in Paragraph 2 immediately hereinabove, it is understood and agreed that the development and improvement herein approved for Parcels A, C, M and N shall include the following major components, and be subject to the following terms and conditions:
 - A. The existing major entrance accessing the Magic Valley Mall from Pole Line Rd. East shall be relocated approximately 110 feet east (to a point 30 feet east of the west boundary of Stoneybrook Subdivision) in a manner which will align it with the intersection of Locust Street South, as proposed on the future street development plans in the Comprehensive Plan for the City of Twin Falls. Further, it is agreed by Fund A that said relocated entrance shall, at it's sole cost and expense, include such conduits and other related improvements necessary to facilitate the future installation of traffic signals at that

intersection; provided, however, that nothing herein contained shall be construed to place on Fund A the obligation to provide, or pay for, any such future traffic signalization.

B. Parcel N, as depicted in the Exhibits to the above referenced C-1 Planned Unit Development Agreement dated February 6, 1984, shall be relocated to a location immediately west of the re-aligned major mall entrance described in sub-paragraph A immediately hereinabove. The exact dimensions and location of said Parcel N shall be as depicted on Exhibit "A" attached hereto.

5. The three (3) existing vehicular accesses from Pole Line Rd. East to the life estate parcel, as shown on Exhibit "B" to the C-1 Planned Unit Development Agreement dated February 6, 1984, are hereby eliminated, and are relocated to the following positions, all of which are more particularly depicted on Exhibit "A" hereto:

- i. A vehicular access approach from Pole Line Rd. East to the newly configured Parcel N.
- ii. A vehicular access approach from Pole Line Rd. East to the parking area serving Parcel C, which approach shall align with the center line of Elm Street.
- iii. A vehicular access approach from Pole Line Rd. East to Parcel A, which approach shall be located immediately east of the controlled access area extending along Pole Line Rd. East from it's intersection with Blue Lakes Boulevard North.

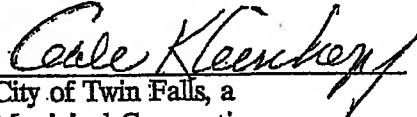
With the exception of the three (3) access points herein described, and the major Magic Valley Mall entrance described in Paragraph 3A hereinabove, no other vehicular access points (curb cuts) shall be permitted on Pole Line Rd. East.

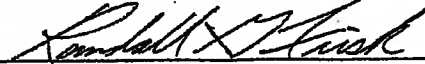
6. The common lot line between Parcel A (Lot 4) and Parcel C (Lot 3), depicted on the official plat for the Magic Valley Mall Subdivision and on Exhibit "B" to the C-1 Planned Unit Development Agreement, shall be shifted and relocated approximately one hundred seventeen (117) feet to the east, to a point where it aligns with a center line of Elm Street at it's intersection with Pole Line Rd. East.

7. A portion of the future development parcel identified in Exhibit "B" to the C-1 Planned Unit Development Agreement, may be developed with a single story building approximately eight thousand five hundred thirty-two (8,532) sq. feet in the configuration, together with an appurtenant interior access and parking areas, all shown as Parcel M on Exhibit "A" hereto.

8. No further or other development or improvement of the life estate parcel, or those portions of the Magic Valley Mall depicted as future development property in the C-1 Planned Unit Development Agreement, and Exhibits thereto, shall occur or be permitted without the prior approval of the City.
9. No deviations, alterations or amendments to the plans and specifications herein approved, and depicted on Exhibit "A" hereto, for the life estate parcel and the portions of the Magic Valley Mall described as future development property, shall be undertaken without the prior consent and approval of the City.
10. All free standing signs hereafter constructed or installed on or within the Magic Valley Mall (the property comprising the Magic Valley Mall being more particularly described in Exhibit "A" to the Planned Unit Development Agreement) shall meet the following specifications:
 - A. All such signs shall meet applicable provision of the Twin Falls City Code.
 - B. Signs meeting the following criteria shall be permitted without a special use permit:
 - i. No sign shall exceed forty (40) square feet of fascia on each side of the sign.
 - ii. All signs shall be installed on a monument base.
 - iii. No sign, including its base, shall be higher than eighty-four inches (84") from existing grade at the location of the sign.
 - iv. There shall not be more than one (1) free standing sign for each approved parcel or building pad within the Magic Valley Mall.

IN WITNESS WHEREOF, this Addendum Agreement has been executed on the day and year first above written.


City of Twin Falls, a
Municipal Corporation
By: Its Mayor

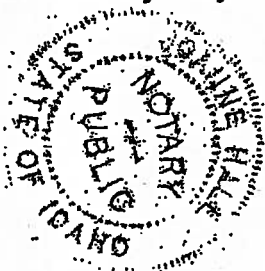

Fund A, Magic Valley, Inc.
By: Its VICE PRESIDENT

STATE OF IDAHO)

County of Twin Falls)

On this 17th day of April, 1995, before me, a Notary Public in and for said County and State, personally appeared Gale Kleinkopf, Mayor of Twin Falls, known or identified to me to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he 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.



Joanne Hall
NOTARY PUBLIC FOR IDAHO
Residing at: Twin Falls
My Commission Expires: 10-26-2000

STATE OF CALIFORNIA)

County of ORANGE)

On this 25 day of APRIL, 1995, before me, a Notary Public in and for said County and State, personally appeared RANDALL G. FRISK, known or identified to me to be the Vice President of FUND A MARY VALLEY W., whose name is subscribed to the within instrument, and acknowledged to me that he/she 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.



[Signature]
NOTARY PUBLIC FOR CALIFORNIA
Residing at: 1108 PCH STE D SEAL BEACH
My Commission Expires: Aug 25 1995

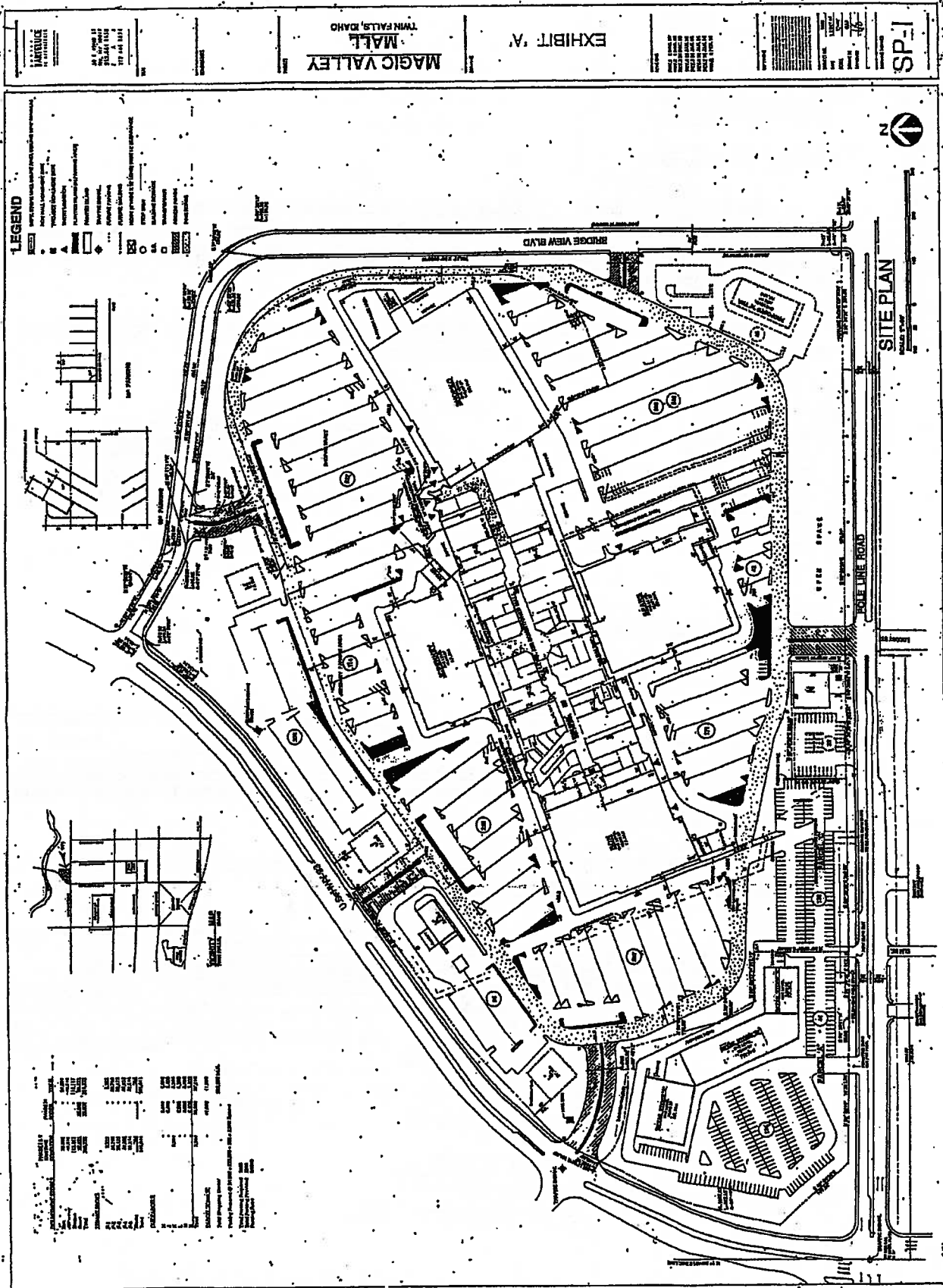
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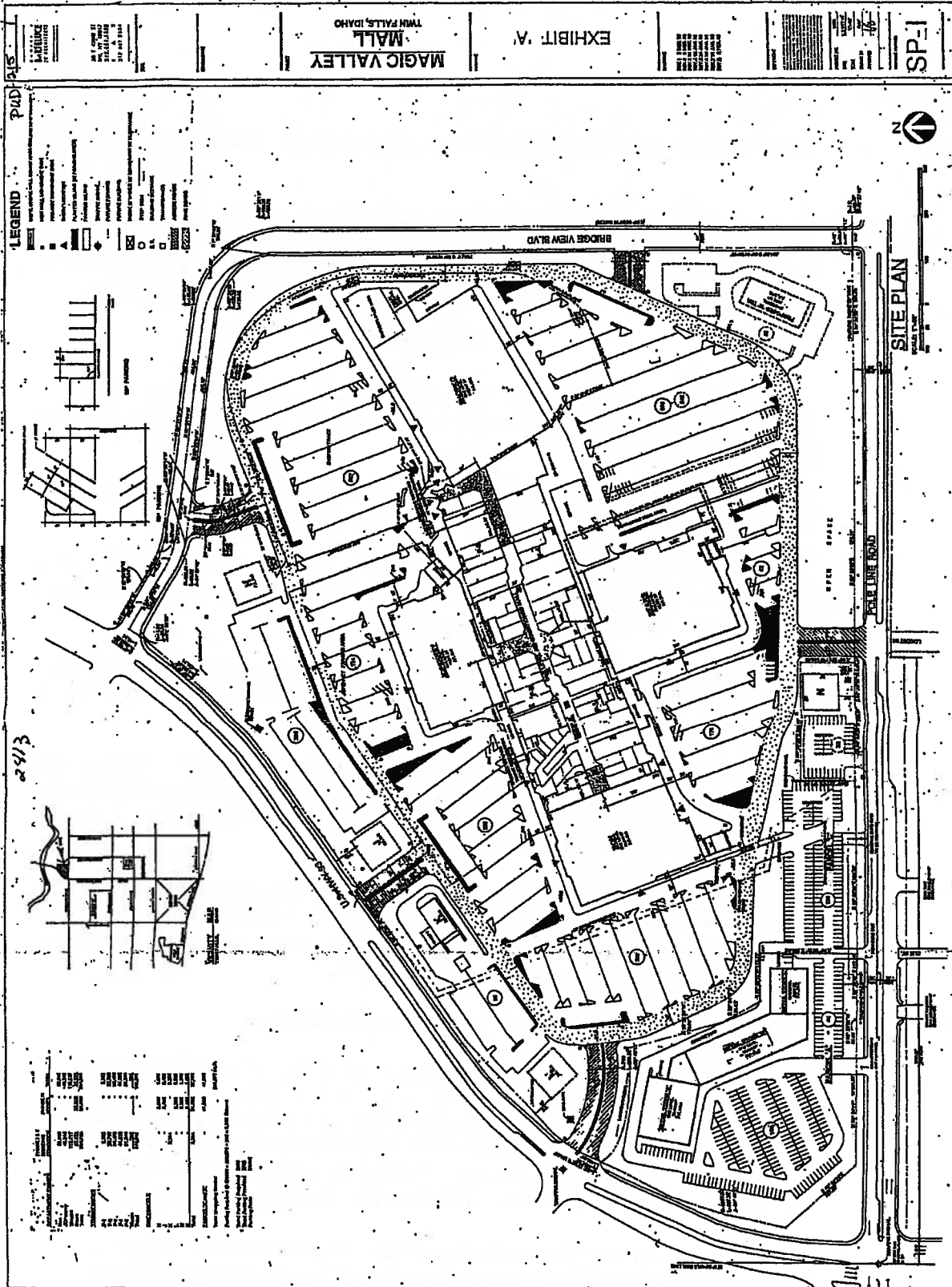
TWIN FALLS COUNTY, IDAHO
RECORDED FOR: City of Twin Falls
1995 JUL -7 A 9 08

ROBERT S. FORT
EX-OFFICIO RECORDER
FEE: 24.00 DEPUTY: Sho

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2004

Twin Falls County, Idaho

Recorded for:
TWIN FALLS TITLE

02:50pm May 21, 2004

2004-011005

No. of Pages: 3 Fee: \$8.00
KRISTINA GLASCOCK
County Clerk
Deputy: SL

T040120
ADDENDUM TO C-1 PLANNED UNIT DEVELOPMENT AGREEMENT

This Addendum Agreement is made and entered into as of the 21st day of May, 2004, by and between the City of Twin Falls, Idaho, a Municipal Corporation (hereinafter called "City") and Magic Valley Partners, L.P., a Delaware limited partnership, whose address is 124 Johnson Ferry Road, Atlanta, Georgia (hereinafter called "MVP").

Conserved
Copy

RECITALS:

WHEREAS, the City and Price Development Company entered into a C-1 Planned Unit Development Agreement for the development of Magic Valley Mall dated February 6, 1984;

WHEREAS, on July 23, 1985, Price Development Company and the City executed an Addendum to C-1 Planned Unit Development Agreement;

WHEREAS, on April 17, 1995, Fund A, Magic Valley, Inc., a successor to Price Development Company and predecessor in interest to MVP, entered into an Addendum to C-1 Planned Unit Development Agreement;

WHEREAS, the C-1 Planned Unit Development Agreement, as amended, provides that the future development parcel identified in Exhibit "B" thereto may be improved by a building not to exceed 8,532 square feet;

WHEREAS, MVP has requested a modification of the C-1 Planned Unit Development Agreement to provide that the future development of the parcel identified in Exhibit "B" may be permitted in two parcels and two separate buildings containing an aggregate of not more than 8,532 square feet;

WHEREAS, the City, at a meeting of its City Council held on May 17, 2004, considered and approved such modification of the C-1 Planned Unit Development Agreement and the parties hereto now desire to amend the C-1 Planned Unit Development Agreement to include such modification;

NOW, THEREFORE, the parties hereto agrees as follows:

1. Except as hereinafter expressly amended, the above-referenced C-1 Planned Unit Development Agreement dated February 6, 1984, the Addenda thereto entered into on July 23, 1985 and April 17, 1995, shall remain in full force and effect and shall govern and control the development of the Magic Valley Mall, more particularly described in Exhibit "A" to said C-1 Planned Unit Development Agreement.
2. The future development parcel identified in Exhibit "B" to the C-1 Planned Unit Development Agreement may be developed with two

MISSING NEXT PAGE

STATE OF IDAHO

COUNTY OF TWIN FALLS

On this 21 day of May, 2004, before me, a Notary Public in and for said County and State, personally appeared Lance W. Claw, Vice Mayor of Twin Falls, known or identified to me to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he/she executed 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.



Joanne Hall
NOTARY PUBLIC FOR IDAHO
Residing at Twin Falls Idaho
My commission expires: 10-26-2006

STATE OF GEORGIA

COUNTY OF FULTON

On this 19th day of May, 2004, before me, a Notary Public in and for said County and State, personally appeared William G. Brown, Jr., Vice President of Gregory Greenfield & Associates, Inc., known or identified to me to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he executed 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.

APRIL M. ALLEN
NOTARY PUBLIC
COBB COUNTY
STATE OF GEORGIA
MY COMM. EXP. 01-08-08

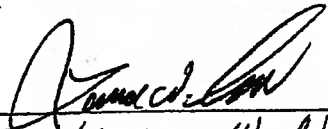
April M. Allen
NOTARY PUBLIC FOR GEORGIA
Residing at Cobb County, Georgia
My commission expires: 01-08-08

buildings containing a total of eight thousand five hundred thirty-two (8,532) square feet in configuration, each having its own appurtenant interior access road and parking area.

3. No further or other development or improvement of those portions of the Magic Valley Mall depicted as future development property in the C-1 Planned Unit Development Agreement and Exhibits thereto shall occur or be permitted without the prior approval of the City.

IN WITNESS WHEREOF, this Addendum to C-1 Planned Unit Development Agreement has been executed as of the day and year first above written.

CITY OF TWIN FALLS,
a municipal corporation

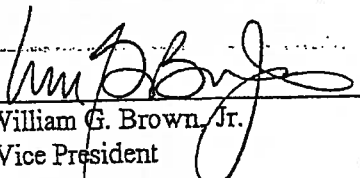
By: 
Name: Lance W Clow
Its Mayor
Vice

MAGIC VALLEY PARTNERS, L.P.,
a Delaware limited partnership

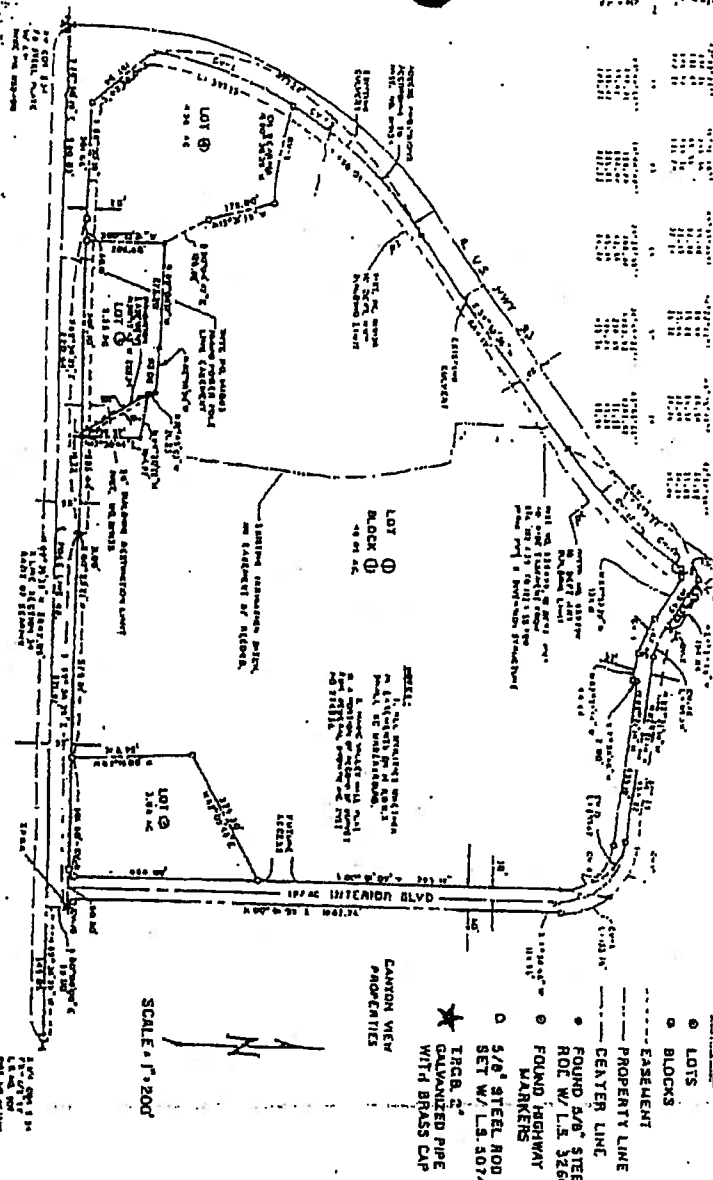
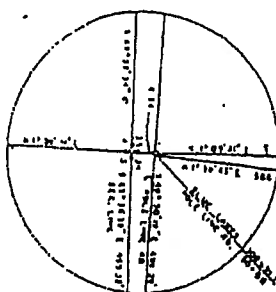
By: GG&A Magic Valley LLC,
its General Partner

By: Gregory Greenfield & Associates, Ltd.,
its Managing Member

By: Gregory Greenfield & Associates, Inc.,
its General Partner

By: 
William G. Brown, Jr.
Vice President

[Notary page attached]

[illegible]

REVIEWER'S APPROVAL

RECEIVED
AIR MAIL
JAN 10 1954
U. S. AIR FORCE
DATE

[illegible]

VICINITY SKETCH

MAGIC VALLEY MALL
 LOCATED IN THE S 1/2 OF SW 1/4 OF SEC. 34,
 T. 9 S., R. 17 E., B.M.
FORSQREN - PERKINS
ENGINEERING, P.A.

88

ADDENDUM TO C-1 PLANNED UNIT DEVELOPMENT AGREEMENT
MAGIC VALLEY MALL, LLC

This Addendum Agreement is made and entered into as of the ____ day of _____, 20__, by and between the City of Twin Falls, Idaho, a Municipal Corporation (hereinafter called "City") and Magic Valley Mall L.L.C., a Utah Limited Liability Company whose address is 2733 East Parley's Way, Suite 300, Salt Lake City, Utah 84109.

RECITALS:

WHEREAS, the City and Price Development Company entered into a C-1 Planned Unit Development Agreement for the development of Magic Valley Mall dated February 6, 1984;

WHEREAS, on July 23, 1985, Price Development Company and the City executed an Addendum to C-1 Planned Unit Development Agreement;

WHEREAS, on April 17, 1995, Fund A, Magic Valley, Inc., a successor to Price Development Company and predecessor in interest to Magic Valley Partners, L.P., entered into an Addendum to C-1 Planned Unit Development Agreement;

WHEREAS, on May 21, 2004, Magic Valley Partners, L.P., a successor to Fund A, Magic Valley, Inc. and Price Development Company entered into an addendum to C-1 Planned Unit Development Agreement;

WHEREAS, on November 4, 2004, Magic Valley Mall, L.L.C., a Utah Limited Liability Company was a successor in interest to Magic Valley Partners, L.P. by special warranty deed inst. No. 2004-023931;

WHEREAS, the C-1 Planned Unit Development Agreement, as amended, in section 10 provides for the restriction of all free-standing signs hereafter constructed or installed on or within the Magic Valley Mall;

WHEREAS, Magic Valley Mall, L.L.C., has requested a PUD agreement modification to allow a modification to free-standing sign restrictions at the Magic Valley Mall.

WHEREAS, the City, at a meeting of it's City Council held on April 24, 2006 considered and approved the proposed PUD agreement modifications to allow a modification to free-standing sign restrictions and consented to their inclusion in the Planned Unit Development Agreement, subject to certain terms and conditions hereinafter specified; and

WHEREAS, the parties hereto now desire to amend the above referenced C-1 Planned Unit Development Agreement to allow a modification, to free-standing sign restrictions;

WHEREAS, the parties desire to establish, as a part of this amendment, certain criteria governing the installation and maintenance of signs within the Magic Valley Mall;

NOW, THEREFORE, the parties hereto, agree to modify the sign limitations within PUD Agreement #215 as follows:

1) To allow the maximum height of the monument sign proposed on Bridgeview Boulevard and Blue Lakes Boulevard North to be 9' and could include up to two flag poles w/flags at 25' and 1 flag pole with flag at 35', as presented, to be placed 7' to 10' from irrigation pipe, placement to be determined by City Engineer.

2) To allow the maximum height of the pennant signs to be 17'-0", each pennant may be a maximum 32.6 sq ft; and

3) To allow a maximum of 30 pennant signs – locations to be placed specifically as shown on the Master Sign Plan.

4) Such signs and modifications shall be in full compliance with all applicable building engineering, and zoning regulations.

IN WITNESS WHEREOF, this Addendum Agreement has been executed on the day and year first above written.

City of Twin Falls, a
Municipal Corporation

By: It's Mayor

MAGIC VALLEY MALL, L.L.C.,

By: TF MALL MANAGER L.L.C, a Utah limited liability corporation, Its Manager

By: Woodbury Corporation, a Utah Corporation, Its Co-Manager

By: W. Richards Woodbury
W. Richards Woodbury, Its President

By: O. Randall Woodbury
O. Randall Woodbury, Its Vice President

By: THORNTON DEVELOPMENT AND INVESTMENT, L.L.C., a Utah limited liability company, Its Co-Manager

By: Scott W. Thornton
Scott W. Thornton, Its Manager

STATE OF IDAHO

COUNTY OF TWIN FALLS

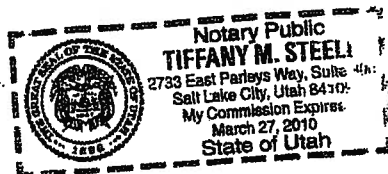
On this ____ day of _____, 20__, before me, a Notary Public in and for said County and State, personally appeared Lance W. Clow, Mayor of Twin Falls, known or identified to me to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he excused same.

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

NOTARY PUBLIC FOR IDAHO
Residing at _____ Idaho
My commission expires: _____

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

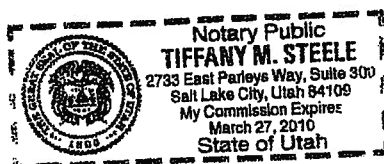
On this 4th day of January, 2007, before me personally appeared W. RICHARDS WOODBURY and O. RANDALL WOODBURY, to me personally known who, being by me duly sworn, did each for himself say that they are President and Vice President for that certain corporation known as WOODBURY CORPORATION, a Co-Manager of TF MALL MANAGER, LLC, a Utah limited liability company, Manager of MAGIC VALLEY MALL LLC, and that the within instrument was executed by them, for and on behalf of said limited liability company.



[Signature]
Notary Public
My commission expires: 3/27/10

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

On this 5th day of January, 2007, before me personally appeared SCOTT W. THORNTON, to me personally known who, being by me duly sworn, did for himself say that he is the Manager for that certain company known as THORNTON DEVELOPMENT AND INVESTMENT, LLC, a Utah limited liability company, a Co-Manager of TF MALL MANAGER, LLC, a Utah limited liability company, Manager of MAGIC VALLEY MALL LLC, and that the within instrument was executed by him, for and on behalf of said limited liability company.



[Signature]
Notary Public
My commission expires: 3/27/10

Twin Falls County, Idaho
 Recorded for:
 CITY OF TWIN FALLS
 10:52am Mar. 04, 1999
 1999-004086
 No. of Pages: 11 Fee: \$33.00
 ROBERT S. FORT
 Ex-Officio Recorder
 Deputy

C-1 PLANNED UNIT DEVELOPMENT AGREEMENT

THIS AGREEMENT is made and entered into this 30 day of March, 1991, by and between the City of Twin Falls, a municipal corporation, State of Idaho (hereinafter called "City"), and Canyon View Properties, a general partnership (hereinafter called "Developer"), whose address is P.O. Box 1901, Twin Falls, Idaho 83303-1901.

RECITALS

WHEREAS, Developer is the owner of that certain tract of land in the City of Twin Falls, State of Idaho, more particularly described in Exhibit "A" attached hereto, which land is bounded by Poleline Road to the Southeast and Bridgeview Blvd. to the West (hereinafter "Property"); 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 subdivision ("Project") on the Property and has submitted to the City a master plan thereof which has been approved for development as a "C-1 PUD" by the Planning and Zoning Commission and the City Council of the City; and

WHEREAS, City, by and through its City Council, has agreed to the development of said land 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 PUD" zone with respect to the Property 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.

2. Nature of the Development. It is agreed by the parties hereto that certain language and requirements pertaining to the "C-1 PUD" zone shall be interpreted as follows:

2.1 Common Area and Homeowners Associations and Maintenance. There is no requirement for common area within the Project.

2.2 Uses. The use language of the underlying "C-1" zone shall apply with regard to permitted uses, special uses and prohibited uses on the Property or any portion thereof.

2.3 Phasing of Development. Developer shall be permitted to develop the property in phases so long as those phases are in compliance with the Master Plan as approved by the Planning & Zoning Commission and the City Council, this PUD Agreement and an approved final plat.

3. Street, Sewer, Water and Drainage Improvements. Developer shall be responsible for the design and construction of street, sewer, water and drainage systems on the Property (hereinafter "Improvements") as described herein in accordance with City standards.

3.1 Improvement Plans. Developer shall, as to each phase of its development, file or cause to be filed with the City a complete set of plans for that development phase, showing all Improvements contemplated within that phase of the development (hereinafter "Improvement Plans"). The Improvement Plans and all Improvements shown thereon shall meet the approval of the City, which approval shall be given if such plans conform with published City requirements. The plans shall be prepared by a registered professional engineer licensed in the State of Idaho.

3.2 Improvement Design and Construction. Developer shall cause to be designed, constructed and installed, in accordance with the approved Improvement Plans and at its expense, all Improvements shown on the Improvement Plans. Notwithstanding the foregoing, nothing in this agreement shall prohibit City participation in the cost or financing of improvements on the Property if mutually agreed to by the parties hereto.

3.3 Phased Construction. Developer may install the Improvements all at once or in phases. Developer shall provide the City with written notification of when and of what portion or portions, of said Improvements it intends to complete at that time; and agrees to make such modifications and/or construct any temporary facilities necessitated by such phased construction work as shall be required and approved by the City, which approval shall not be unreasonably withheld.

3.4 Construction Supervision. Developer shall retain an Idaho registered professional engineer to supervise the construction, surveying, inspection and testing of the work as necessary, to ensure that all such Improvements are constructed in accordance with City standards, specifications, drawings and the approved Improvement Plans.

3.5 Non-Compliance. In the event any of the requirements with regard to the installation of said Improvements are not complied with, 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 will take in excess of thirty days to cure, Developer shall commence to cure within thirty 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 that phase of such "PUD" 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 paragraph, 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 rights of the parties are preserved at law and equity.

3.6 Fees. Developer shall pay, or cause to be paid, to City all applicable fees, if any, with regard to the installation of Improvements pursuant to the Improvement 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.

3.7 Maintenance of Improvements. City hereby agrees to accept maintenance responsibility for the public improvements upon their completion to City standards, except the sewer lift station, which will require a separate, written approval.

4. Plats. Developer agrees to file with City a final plat, prepared by a registered professional surveyor, of the real property which is the subject of this agreement. Final plats shall be submitted specifically identifying and dedicating all necessary public easements and those rights-of-way the City agrees to accept therein and in the Standard Developer's Agreement. It is agreed that said plats and any amendments thereto must first be approved by 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.

5.1 Approval and Construction. All improvements shall be constructed in accordance with engineered drawings and specifications, describing in reasonable detail the work to be performed, which drawings and specifications shall first be approved by City and meet City standards, which approval shall not be unreasonably withheld.

5.2 Building Setbacks. All buildings on lots adjacent to Bridgeview Blvd. are to be constructed with a minimum setback of 25 feet from property line, and all buildings adjacent to Poleline Road are to be constructed with a minimum setback of 93 feet from center line.

5.3 Landscaping. Perimeter landscaping shall be required to be installed on each parcel of the Property and in public rights-of-way adjacent thereto at the time site and building improvements are completed thereon or by the next planting season for the proposed vegetation. Such landscaped perimeter shall be installed from the back of the sidewalk in the public rights-of-way along Bridgeview Blvd. and Poleline Road and shall be extended to the dimensions set forth below.

The depth of the landscaped perimeter on Poleline Road shall be a minimum of thirty feet (30') from the back of the sidewalk or future sidewalk. The depth of landscaping on Bridgeview Blvd. shall be a minimum of 25 feet from the back of the sidewalk.

At the time of development, 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 landscaped perimeter shall be planted in grass with a minimum of one tree per five hundred (500) square feet of landscaped area and a minimum of one shrub per one hundred (100) square feet of landscaped area. At least fifty percent (50%) of the shrubs and trees shall be evergreen. At least fifty percent (50%) of all trees and shrubs shall be from the following groups: Austrian pine, green ash and honey locust. 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. In addition to the foregoing, each individual parcel must also satisfy the landscaping requirements of the underlying "C-1" zone.

Each property owner shall maintain the landscaping on its property and in the public rights-of-way adjacent thereto.

Notwithstanding the foregoing, the commitments made in the Louis Douglas Development Agreement dated February 27, 1979, shall remain in full force and effect for Lot 1, relating to canyon rim setback, construction of rock wall and landscaping.

There shall be a 50' wide public access easement granted at the time of the development of Lot 1 as measured from the canyon rim along a meandering line.

5.4 Building Standards. Buildings and improvements shall comply with the following standards:

- (a) Outside Storage. Refuse and outside storage areas shall be visibly screened from streets and adjacent properties. All such areas shall be located to the rear of the building or to the side of a building, other than street side.

(1b) Utilities. All on-site utility service lines, including electrical lines and telephone lines, located within a parcel shall be placed underground. Any transformer or terminal equipment provided within or immediately adjacent to the parcel shall be visibly screened from the view from streets, with appropriate screening materials.

5.5 Codes. All construction and signage of the Property shall be to the standards established by applicable codes and ordinances.

5.6 Control During Development of Individual Parcels. Developer shall maintain control during development of the Property or any part thereof, through the use of deed restrictions to be recorded referring to the required development criteria contained herein.

5.7 Additional Submittals. Plans and specifications for Phase 2 of the retirement center to be constructed on Lot 2 shall be submitted to the Planning and Zoning Commission for review of the parking and landscaping.

6. Access to Poleline Road. Developer and subsequent property owners agree to prohibit access to Poleline Road along the south boundary of Lot 3.

7. Accesses to Bridgeview Blvd. Developer and subsequent property owners agree to limit the location of accesses from Bridgeview Blvd. to those shown on the preliminary plat or at locations subsequently approved by the City.

8. Time Limitation. "C-1 PUD" zone designation on the property described in Exhibit "A" attached hereto is expressly conditioned upon submission to the City Council of a final plat within one (1) year from the date hereof.

9. Standard Developer's Agreement. It is understood and agreed by the parties hereto that it shall be necessary for Developer to execute City's Standard Developer's Agreement. This agreement shall include the design, maintenance and operation of a sewage lift station.

10. General Provisions.

10.1 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.

10.2 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 reduced to writing and signed by the parties.

10.3 Applicable Law. This agreement shall be construed in accordance with the laws of the State of Idaho.

10.4 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 follow:

Developer: Canyon View Properties
P.O. Box 1901
Twin Falls, Idaho 83303-1901

City: City of Twin Falls
321 Second Avenue East
P.O. Box 1907
Twin Falls, ID 83303-1907

10.5 Successors and Assigns. This agreement shall be binding upon the successors, assigns and legal representatives of the parties hereto. Except for the obligation of Developer set forth in paragraph 5.6, transfer of all or a portion of the Property shall create a novation releasing the transferor from obligations under this agreement with respect to said transferred property.

10.6 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 thereby.

10.7 Signatories. Each of the persons executing this agreement hereby represents and warrants that he or she is duly authorized and empowered to so act on behalf of the entity for which he or she is signing and that this agreement is binding on, and enforceable against, such entity.

10.8 Effective Date. This "PUD" agreement shall become valid and binding only upon its approval by City, through its City Council, and upon its execution by the Mayor and Developer.

10.9 Attorney Fees. In the event that either party should be required to retain an attorney because of the default or breach of the other or to pursue any other remedy provided by law, that party which prevails in any litigation shall be entitled to a reasonable attorney's fees.

10.10 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, by reason of the rule of construction that a document is to be construed more strictly against the person who himself or through his agents prepared the same, it being acknowledged that both parties have participated in the preparation hereof.

10.11 Attachments. All attachments to this agreement and recitals are incorporated herein and made a part hereof as if set forth in full.

10.12 Captions. The captions, section 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 City has affixed its seal and caused these presents to be executed by its Mayor on the date first above written.

CITY OF TWIN FALLS

By: Tom Condie
Tom Condie, Mayor

"City"

CANYON VIEW PROPERTIES

By: Benny Blick
Benny Blick, Partner

By: Gary Blick
Gary Blick, Partner

By: Phil Blick
Phil Blick, Partner

By: G. Kent Taylor
G. Kent Taylor, Partner

"Developer"

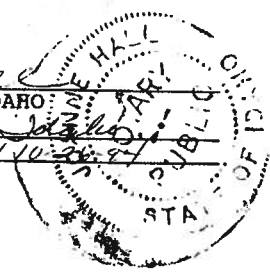
STATE OF IDAHO)
County of Twin Falls) ss.

On this 30th day of January, 1991, before me, the undersigned, a notary public in and for said county and state, personally appeared Tom Condie, known to me to be the Mayor of the City of Twin Falls,

the entity whose name is subscribed to the within instrument or the person who executed the instrument on behalf of said entity, and acknowledged to me that said City of Twin Falls executed the same.

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

James Hall
NOTARY PUBLIC FOR IDAHO
Residing at *Almo Idaho*
Commission Expires *10-26-91*

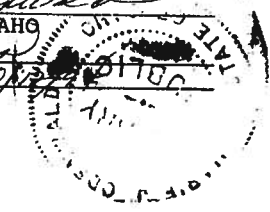


STATE OF IDAHO)
) ss.
County of Twin Falls)

On this 30 day of January, 1991, before me, the undersigned, a notary public in and for said county and state, personally appeared Benny Blick, known to me to be one of the partners in the partnership of Canyon View Properties, and the partner or one of the partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that he executed the same in said partnership name.

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

Marie J. Odenwald
NOTARY PUBLIC FOR IDAHO
Residing at *Payson*
Commission Expires *10/22/91*



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

On this 30 day of January, 1991, before me, the undersigned, a notary public in and for said county and state, personally appeared Gary Blick, known to me to be one of the partners in the partnership of Canyon View Properties, and the partner or one of the partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that he executed the same in said partnership name.

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

Maree J. Odenwald
NOTARY PUBLIC FOR IDAHO

Residing at Hayden

Commission Expires 10/12/94

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

On this 30 day of January, 1991, before me, the undersigned, a notary public in and for said county and state, personally appeared Phil Blick, known to me to be one of the partners in the partnership of Canyon View Properties, and the partner or one of the partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that he executed the same in said partnership name.

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

Maree J. Odenwald
NOTARY PUBLIC FOR IDAHO

Residing at Hayden

Commission Expires 10/12/94

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

On this 1st day of ^{February} January, 1991, before me, the undersigned, a notary public in and for said county and state, personally appeared G. Kent Taylor, known to me to be one of the partners in the partnership of Canyon View Properties, and the partner or one of the partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that he executed the same in said partnership name.

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

Carole Redgway
NOTARY PUBLIC FOR IDAHO

Residing at Twin Falls ID

Commission Expires 10-2-94

JCL\cvp.pud

C-1873

For Value Received G. EDDY TAYLOR and NANCY ANN TAYLOR, husband and wife, hereinafter called the grantor, hereby grants, bargains, sells and conveys unto CANYON VIEW PROPERTIES, a general partnership, whose address is: P. O. box 1901, Twin Falls, Idaho 83301, hereinafter called the grantee, the following described premises in Twin Falls County, Idaho, to-wit:

Section 34: A parcel of land located in the SW1/4, more particularly described as follows: Commencing at the southeast corner of said SW1/4; thence
along the Easterly boundary of said SW1/4 North 1°05'46" East, 75.00 feet to the Northerly right of way boundary or county road, also being the REAL POINT OF BEGINNING; thence
along said road right of way North 89°31'39" West, 606.00 feet; thence
North 7°38'46" East, 2,102.37 feet to a point on the Meander line of a survey by the United States Surveyor's General's Office, April 17, 1918; thence
along said Meander line South 75°43'44" East, 175.74 feet to A.P. 5; thence
along said Meander line South 26°07'54" East, 522.05 feet to a point on the Easterly boundary of said SW1/4; thence
South 1°05'46" West, 1,554.56 feet to the REAL POINT OF BEGINNING.

A parcel of land located in that part of more described parcel B, in the SW1/4 of Section 34, T 9 S., R. 1 E., B. 1 N., Twin Falls County, Idaho, as per map recorded as Instrument No. 774938, Record of Surveys, in the Office of the County Clerk of said county; more particularly described as follows:

Beginning at a point on the Northernly right-of-way line of Pole Line Road, said point lying distance S 120° 40' 00" E, 200.00 feet and N 89° 36' 39" W, 600.00 feet from the Southwest corner of said SW1/4.

Thence the following successive courses:

"A" - Page 1

Blackburn No. 5150

C-1873

EXHIBIT "A"

A parcel of land situated in a portion of the SE 1/4 SW 1/4 and Government Lot 4 of Section 34, Township 9 South, Range 17 East, B.M., Twin Falls County, Idaho; said parcel being a portion of "Parcel C" in a Record of Survey Drawing filed November 20, 1983 as Instrument Number 851159 in the office of the recorder of said County; said parcel being more particularly described as follows:

Beginning at the Southeast corner of said SE 1/4 SW 1/4, said point lies S 89°36'39" E, 2642.05 feet from the Southwest corner of said Section 34; thence along the Southerly boundary line of said SE 1/4 SW 1/4 N 89°36'39" W, 300.00 feet, thence N 01°05'46" E, 25.00 feet to the TRUE POINT OF BEGINNING.

Thence N 01°05'46" E, 1091.12 feet;

thence S 88°54'14" E, 10.00 feet to a point of curvature;

thence along a curve to the left, said curve having a radius of 440.00 feet, an interior angle of 42°41'55" and a long chord bearing of N 20°15'11" W, 320.37 feet to a point of curvature; said point lies on the Easterly Right-of-Way line of the Interior Boulevard as shown on the Official Plat of MAGIC VALLEY HALL as recorded in Book 13 of Plats on Page 22 in the Office of the Recorder of said County;

thence along said Easterly Right-of-Way line along a curve to the right, said curve having a radius of 198.36 feet, an interior angle of 23°12'33" and a long chord bearing of S 11°35'08" E, 79.80 feet;

thence continuing along said Easterly Right-of-Way line S 00°01'09" W, 1267.76 feet to a point of curvature;

thence along a curve to the left, said curve having a radius of 15.00 feet, an interior angle of 89°17'48" and a long chord bearing of S 44°47'45" E, 21.145 feet;

thence S 00°00'00" W, 30.00 feet to a point on the Northerly Right-of-Way line of Poleline Road said point lies 25.00 feet Northerly from the South line of said Section 34.

thence parallel to and 25.00 feet Northerly from said South line of Section 34 and along said Right-of-Way line S 68°36'39" E, 49.53 feet to the TRUE POINT OF BEGINNING.

Said described parcel contains 2.289 acres.

75

Drawing No. 8119

EXHIBIT

"A" - page 2

~~C-2473~~
PUD 215

ADDENDUM TO C-1 PLANNED UNIT DEVELOPMENT AGREEMENT

This Addendum Agreement is made and entered into this 17th day of April, 1995, by and between the City of Twin Falls, Idaho, a Municipal Corporation (hereinafter called "City") and Fund A, Magic Valley, Inc., whose address is c/o Schroder Real Estate Associates, 437 Madison Avenue, New York, New York, 10022 (hereinafter called "Fund A").

RECITALS:

WHEREAS, the City and Price Development Company, a Utah Corporation, entered into a C-1 Planned Unit Development Agreement for the development of the Magic Valley Mall dated February 6, 1984;

WHEREAS, on July 23, 1985, Price Development Company and the City of Twin Falls executed an Addendum to C-1 Planned Unit Development Agreement; and

WHEREAS, Fund A is the successor of Price Development Company in the Magic Valley Mall, and the above referenced C-1 Planned Unit Development Agreement and Addendum thereto; and

WHEREAS, said C-1 Planned Unit Development Agreement, and Exhibit B thereto, identified certain portions of the project as future development parcels and a life estate parcel, and required that said parcels could be further improved and developed under a Planned Unit Development concept, subject to the approval of the City; and

WHEREAS, Fund A now desires to further improve and develop the life estate parcel and certain portions of the property within the Magic Valley Mall identified in the C-1 Planned Unit Development Agreement and exhibits thereto, as future development property; and

WHEREAS, Fund A further desires to amend the C-1 Planned Unit Development Agreement to permit the expansion of the Sears Roebuck and Company retail store at the Magic Valley Mall from its present size of 67,671 square feet to 93,271 square feet of enclosed space; and

WHEREAS, the City, at a meeting of its City Council held on April 4, 1994, considered and approved the proposed expansion of the Sears Roebuck and Company store and the plans and specifications presented by Fund A for the above referenced development and improvement of the life estate parcel and portions of the future development property, and consented to their inclusion in the Planned Unit Development Agreement, subject to certain terms and conditions hereinafter specified; and

WHEREAS, the parties hereto now desire to amend the above referenced C-1 Planned Unit Development Agreement to specifically approve the proposed expansion of the Sears Roebuck and Company retail store and the development and improvement plans

and specifications for the life estate parcel and portions of the future development property;
and

WHEREAS, the parties desire to establish, as a part of this amendment, certain criteria governing the installation and maintenance of signs within the Magic Valley;

NOW, THEREFORE, the parties hereto, agree as follows:

1. Except as hereinafter expressly amended, the above referenced C-1 Planned Unit Development Agreement dated February 6, 1984, the Amendments thereto entered into on July 23, 1985, shall remain in full force and effect, and shall govern and control the development of the Magic Valley Mall, more particularly described in Exhibit "A" to said Planned Unit Development Agreement.
2. The building currently occupied by the Sears Roebuck and Company retail store may be expanded to 93,271 square feet, subject to all applicable terms and conditions of the above-referenced C-1 Planned Unit Development Agreement dated February 6, 1984, and the terms and conditions of this Addendum Agreement.
3. Subject to the remaining terms and conditions of this Addendum Agreement, the City hereby approves the development and improvement of the life estate parcel and portions of the future development property within the Magic Valley Mall Planned Unit Development (Parcels A, C, N and M) pursuant to the plans and specifications contained on Exhibit "A" hereto. With respect to Parcels A, C, M and N only, the plans and specifications set forth in Exhibit "A" hereto shall supersede and replace all plans and specifications for the development and improvement of those parcels contained in the site plan attached as Exhibit "B" to the above referenced C-1 Planned Unit Development Agreement dated February 6, 1984.
4. Without limiting the provisions set forth in Paragraph 2 immediately hereinabove, it is understood and agreed that the development and improvement herein approved for Parcels A, C, M and N shall include the following major components, and be subject to the following terms and conditions:
 - A. The existing major entrance accessing the Magic Valley Mall from Pole Line Rd. East shall be relocated approximately 110 feet east (to a point 30 feet east of the west boundary of Stoneybrook Subdivision) in a manner which will align it with the intersection of Locust Street South, as proposed on the future street development plans in the Comprehensive Plan for the City of Twin Falls. Further, it is agreed by Fund A that said relocated entrance shall, at it's sole cost and expense, include such conduits and other related improvements necessary to facilitate the future installation of traffic signals at that

intersection; provided, however, that nothing herein contained shall be construed to place on Fund A the obligation to provide, or pay for, any such future traffic signalization.

B. Parcel N, as depicted in the Exhibits to the above referenced C-1 Planned Unit Development Agreement dated February 6, 1984, shall be relocated to a location immediately west of the re-aligned major mall entrance described in sub-paragraph A immediately hereinabove. The exact dimensions and location of said Parcel N shall be as depicted on Exhibit "A" attached hereto.

5. The three (3) existing vehicular accesses from Pole Line Rd. East to the life estate parcel, as shown on Exhibit "B" to the C-1 Planned Unit Development Agreement dated February 6, 1984, are hereby eliminated, and are relocated to the following positions, all of which are more particularly depicted on Exhibit "A" hereto:

- i A vehicular access approach from Pole Line Rd. East to the newly configured Parcel N.
- ii A vehicular access approach from Pole Line Rd. East to the parking area serving Parcel C, which approach shall align with the center line of Elm Street.
- iii A vehicular access approach from Pole Line Rd. East to Parcel A, which approach shall be located immediately east of the controlled access area extending along Pole Line Rd. East from it's intersection with Blue Lakes Boulevard North.

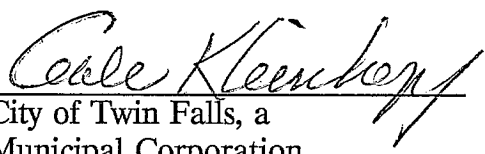
With the exception of the three (3) access points herein described, and the major Magic Valley Mall entrance described in Paragraph 3A hereinabove, no other vehicular access points (curb cuts) shall be permitted on Pole Line Rd. East.

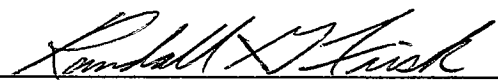
6. The common lot line between Parcel A (Lot 4) and Parcel C (Lot 3), depicted on the official plat for the Magic Valley Mall Subdivision and on Exhibit "B" to the C-1 Planned Unit Development Agreement, shall be shifted and relocated approximately one hundred seventeen (117) feet to the east, to a point where it aligns with a center line of Elm Street at it's intersection with Pole Line Rd. East.

7. A portion of the future development parcel identified in Exhibit "B" to the C-1 Planned Unit Development Agreement, may be developed with a single story building approximately eight thousand five hundred thirty-two (8,532) sq. feet in the configuration, together with an appurtenant interior access and parking areas, all shown as Parcel M on Exhibit "A" hereto.

8. No further or other development or improvement of the life estate parcel, or those portions of the Magic Valley Mall depicted as future development property in the C-1 Planned Unit Development Agreement, and Exhibits thereto, shall occur or be permitted without the prior approval of the City.
9. No deviations, alterations or amendments to the plans and specifications herein approved, and depicted on Exhibit "A" hereto, for the life estate parcel and the portions of the Magic Valley Mall described as future development property, shall be undertaken without the prior consent and approval of the City.
10. All free standing signs hereafter constructed or installed on or within the Magic Valley Mall (the property comprising the Magic Valley Mall being more particularly described in Exhibit "A" to the Planned Unit Development Agreement) shall meet the following specifications:
 - A. All such signs shall meet applicable provision of the Twin Falls City Code.
 - B. Signs meeting the following criteria shall be permitted without a special use permit:
 - i. No sign shall exceed forty (40) square feet of fascia on each side of the sign.
 - ii. All signs shall be installed on a monument base.
 - iii. No sign, including its base, shall be higher than eighty-four inches (84") from existing grade at the location of the sign.
 - iv. There shall not be more than one (1) free standing sign for each approved parcel or building pad within the Magic Valley Mall.

IN WITNESS WHEREOF, this Addendum Agreement has been executed on the day and year first above written.

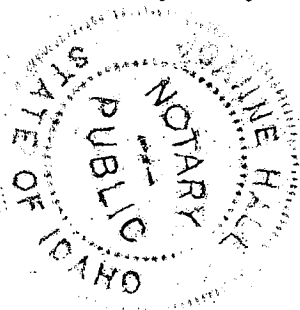

City of Twin Falls, a
Municipal Corporation
By: Its Mayor


Fund A, Magic Valley, Inc.
By: Its VICE PRESIDENT

STATE OF IDAHO)
)
County of Twin Falls)

On this 17th day of April, 1995, before me, a Notary Public in and for said County and State, personally appeared Gale Kleinkopf, Mayor of Twin Falls, known or identified to me to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he 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.

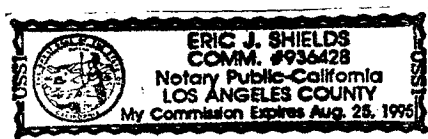


Joanne Hall
NOTARY PUBLIC FOR IDAHO
Residing at: Twin Falls
My Commission Expires: 10-26-2000

STATE OF CALIFORNIA)
County of ORANGE)

On this 25 day of APRIL, 1995, before me, a Notary Public in and for said County and State, personally appeared RANDALL G. FRISK, known or identified to me to be the Vice President of FUND A MARY VALLEY W., whose name is subscribed to the within instrument, and acknowledged to me that he/she 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.



[Signature]
NOTARY PUBLIC FOR CALIFORNIA
Residing at: 1198 PCH STE D SEAL BEACH
My Commission Expires: Aug 25 1995

07019401JER

TWIN FALLS COUNTY, IDAHO
RECORDED FOR: City of Twin Falls

1995 JUL -7 A 9:08

1995010490

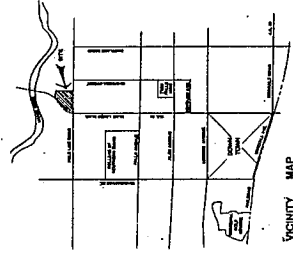
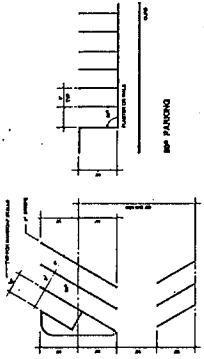
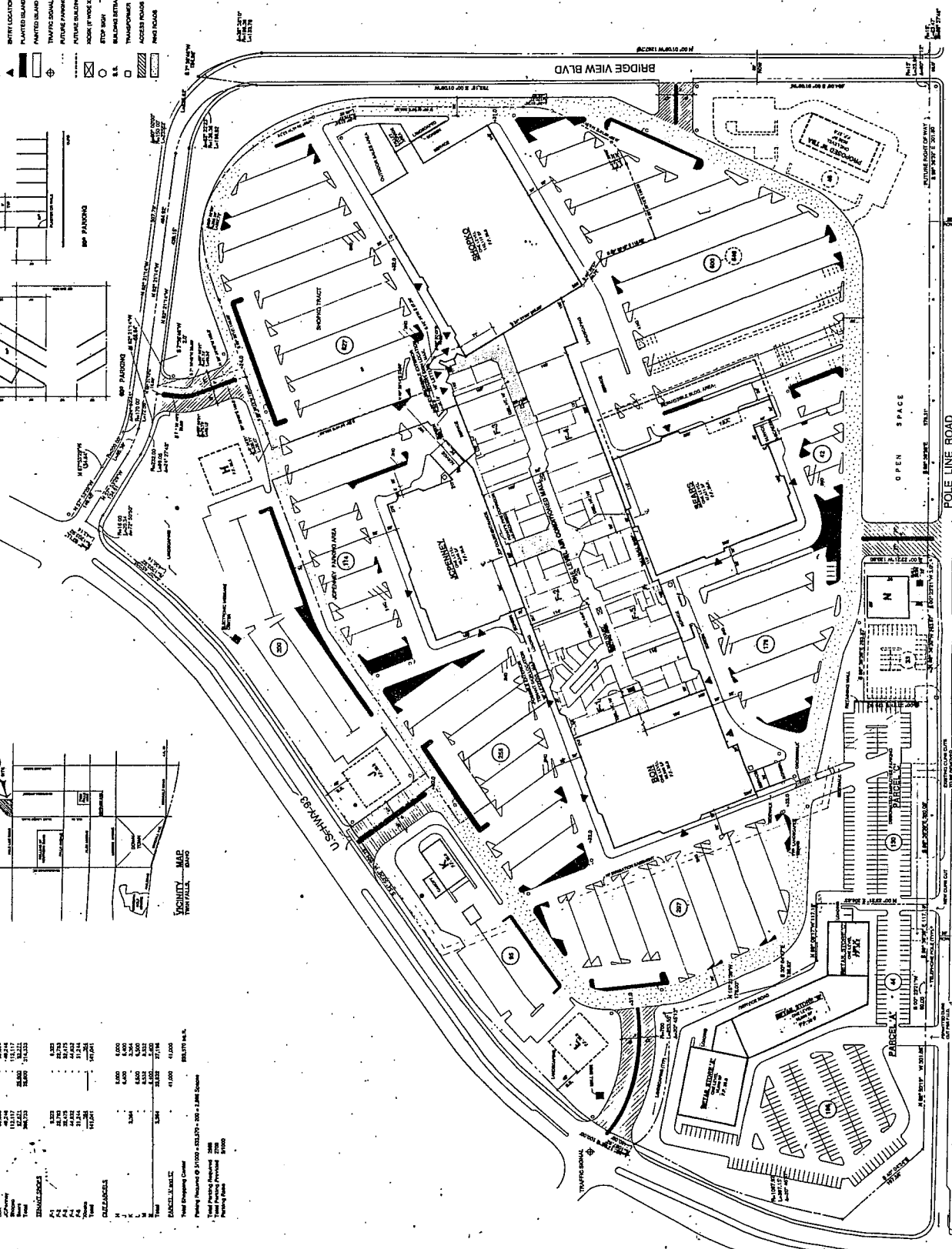
ROBERT S. FORT
EX-OFFICIO RECORDER

FEE: 24.00 DEPUTY: Sh

50 E 47th St
NY, NY 10017
212.661.8650
F A K
212.661.8654

LEGEND

1. HIGH WALL MONUMENT MARK
 2. PROJECT MONUMENT MARK
 3. ENTRY LOCATION
 4. PLANTED ISLAND (IN PARKING AREA)
 5. MARKED ISLAND
 6. TRAFFIC SIGNAL
 7. FUTURE PARKING
 8. FUTURE BUILDING
 9. ACCESS (IF MORE THAN 15' LONG) WITH 1/4" CLEARANCE
 10. STOP MARK
 11. BUILDING DETAIL
 12. TRANSFORMATION
 13. ACCESS POINTS
 14. MARK POINTS

[illegible]

SITE PLAN

SCALE: 1"=60'

POLE LINE ROAD

LS Long

1971

100

1

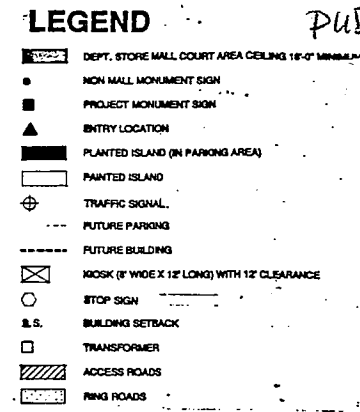
11

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749

~~2413~~
PUD-215

A hand-drawn map of the vicinity of Twin Falls, Idaho. The map shows a grid of roads including Park Lane Road, Collins of Mountain Road, Falls Avenue, Elm Street, Myrtle Lane, and Myrtle Road. A creek flows from the top right towards the center. A shaded area is labeled 'SITE' with an arrow pointing to it. Other labels include 'DOWNSIDE PARKING', 'DOWNTOWN', 'NORTH FALLS', 'SOUTH FALLS', 'HILL ROAD', and 'HILL'. A scale bar at the bottom indicates 'VICINITY MAP TWIN FALLS, IDAHO'.



BARTELUCE
ARCHITECTS

50 E 42ND ST
NY, NY 10017
212.661.8650
F 212 661 8654

SEAL

CONSULTANTS

PROJECT

MAGIC VALLEY

MALL

TWIN FALLS, IDAHO

DRAWING

EXHIBIT 'A'

REVISIONS

REV. 1	2 DEC. 83
REV. 2	8 DEC. 83
REV. 3	28 DEC. 83
REV. 4	12 JAN. 84
REV. 5	24 JAN. 84
REV. 6	28 JAN. 84
REV. 7	28 JAN. 84
REV. 8	2 FEB. 86

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PROJECT NO.	8323
DATE	3.8 OCT 85
SCALE	1"=80'
DRAWN BY	GAF
APPROVED	<i>[Signature]</i>

DRAWING NUMBER

SP-1

T040120

ADDENDUM TO C-1 PLANNED UNIT DEVELOPMENT AGREEMENT

This Addendum Agreement is made and entered into as of the 21th day of May, 2004, by and between the City of Twin Falls, Idaho, a Municipal Corporation (hereinafter called "City") and Magic Valley Partners, L.P., a Delaware limited partnership, whose address is 124 Johnson Ferry Road, Atlanta, Georgia (hereinafter called "MVP").

Confirmed
copyRECITALS:

WHEREAS, the City and Price Development Company entered into a C-1 Planned Unit Development Agreement for the development of Magic Valley Mall dated February 6, 1984;

WHEREAS, on July 23, 1985, Price Development Company and the City executed an Addendum to C-1 Planned Unit Development Agreement;

WHEREAS, on April 17, 1995, Fund A, Magic Valley, Inc., a successor to Price Development Company and predecessor in interest to MVP, entered into an Addendum to C-1 Planned Unit Development Agreement;

WHEREAS, the C-1 Planned Unit Development Agreement, as amended, provides that the future development parcel identified in Exhibit "B" thereto may be improved by a building not to exceed 8,532 square feet;

WHEREAS, MVP has requested a modification of the C-1 Planned Unit Development Agreement to provide that the future development of the parcel identified in Exhibit "B" may be permitted in two parcels and two separate buildings containing an aggregate of not more than 8,532 square feet;

WHEREAS, the City, at a meeting of its City Council held on May 17, 2004, considered and approved such modification of the C-1 Planned Unit Development Agreement and the parties hereto now desire to amend the C-1 Planned Unit Development Agreement to include such modification;

NOW, THEREFORE, the parties hereto agrees as follows:

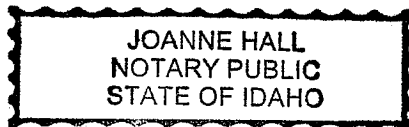
1. Except as hereinafter expressly amended, the above-referenced C-1 Planned Unit Development Agreement dated February 6, 1984, the Addenda thereto entered into on July 23, 1985 and April 17, 1995, shall remain in full force and effect and shall govern and control the development of the Magic Valley Mall, more particularly described in Exhibit "A" to said C-1 Planned Unit Development Agreement.
2. The future development parcel identified in Exhibit "B" to the C-1 Planned Unit Development Agreement may be developed with two

STATE OF IDAHO

COUNTY OF TWIN FALLS

On this 21 day of May, 2004, before me, a Notary Public in and for said County and State, personally appeared Lance W. Claw, Vice Mayor of Twin Falls, known or identified to me to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he/she executed 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.



Joanne Hall
NOTARY PUBLIC FOR IDAHO
Residing at Twin Falls Idaho
My commission expires: 10-26-2006

STATE OF GEORGIA

COUNTY OF FULTON

On this 19th day of May, 2004, before me, a Notary Public in and for said County and State, personally appeared William G. Brown, Jr., Vice President of Gregory Greenfield & Associates, Inc., known or identified to me to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he executed 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.

APRIL M. ALLEN
NOTARY PUBLIC
COBB COUNTY
STATE OF GEORGIA
MY COMM. EXP. 01-08-08

April M. Allen
NOTARY PUBLIC FOR GEORGIA
Residing at Cobb County, Georgia
My commission expires: 01-08-08

ADDENDUM TO C-1 PLANNED UNIT DEVELOPMENT AGREEMENT
MAGIC VALLEY MALL, LLC

This Addendum Agreement is made and entered into as of the 18th day of December, 2007 by and between the City of Twin Falls, Idaho, a Municipal Corporation (hereinafter called "City") and Magic Valley Mall L.L.C., a Utah Limited Liability Company whose address is 2733 East Parley's Way, Suite 300, Salt Lake City, Utah 84109.

RECITALS:

WHEREAS, the City and Price Development Company entered into a C-1 Planned Unit Development Agreement for the development of Magic Valley Mall dated February 6, 1984;

WHEREAS, on July 23, 1985, Price Development Company and the City executed an Addendum to C-1 Planned Unit Development Agreement;

WHEREAS, on April 17, 1995, Fund A, Magic Valley, Inc., a successor to Price Development Company and predecessor in interest to Magic Valley Partners, L.P., entered into an Addendum to C-1 Planned Unit Development Agreement;

WHEREAS, on May 21, 2004, Magic Valley Partners, L.P., a successor to Fund A, Magic Valley, Inc. and Price Development Company entered into an addendum to C-1 Planned Unit Development Agreement;

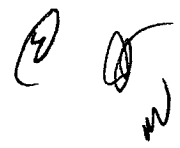
WHEREAS, on November 4, 2004, Magic Valley Mall, L.L.C., a Utah Limited Liability Company was a successor in interest to Magic Valley Partners, L.P. by special warranty deed inst. No. 2004-023931;

WHEREAS, the C-1 Planned Unit Development Agreement, as amended, in section 10 provides for the restriction of all free-standing signs hereafter constructed or installed on or within the Magic Valley Mall;

WHEREAS, Magic Valley Mall, L.L.C., has requested a PUD agreement modification to allow a modification to free-standing sign restrictions at the Magic Valley Mall.

WHEREAS, the City, at a meeting of it's City Council held on April 24, 2006 considered and approved the proposed PUD agreement modifications to allow a modification to free-standing sign restrictions and consented to their inclusion in the Planned Unit Development Agreement, subject to certain terms and conditions hereinafter specified; and

WHEREAS, the parties hereto now desire to amend the above referenced C-1 Planned Unit Development Agreement to allow a modification, to free-standing sign restrictions;



WHEREAS, the parties desire to establish, as a part of this amendment, certain criteria governing the installation and maintenance of signs within the Magic Valley Mall;

NOW, THEREFORE, the parties hereto, agree to modify the sign limitations within PUD Agreement #215 as follows:

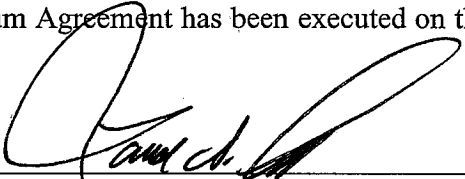
1) To allow the maximum height of the monument sign proposed on Bridgeview Boulevard and Blue Lakes Boulevard North to be 9' and could include up to two flag poles w/flags at 25' and 1 flag pole with flag at 35', as presented, to be placed 7' to 10' from irrigation pipe, placement to be determined by City Engineer.

2) To allow the maximum height of the pennant signs to be 17'-0", each pennant may be a maximum 32.6 sq ft; and

3) To allow a maximum of 30 pennant signs – locations to be placed specifically as shown on the Master Sign Plan.

4) Such signs and modifications shall be in full compliance with all applicable building engineering, and zoning regulations.

IN WITNESS WHEREOF, this Addendum Agreement has been executed on the day and year first above written.



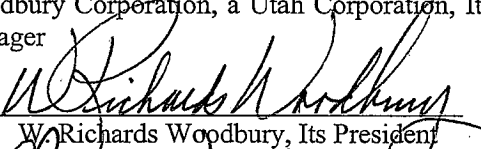
City of Twin Falls, a
Municipal Corporation

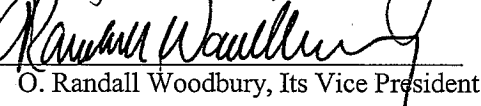
By: It's Mayor

MAGIC VALLEY MALL, L.L.C.,

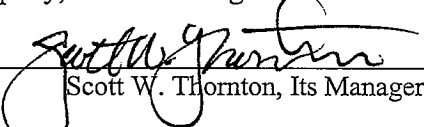
By: TF MALL MANAGER L.L.C, a Utah limited liability corporation, Its Manager

By: Woodbury Corporation, a Utah Corporation, Its Co-Manager

By: 
W. Richards Woodbury, Its President

By: 
O. Randall Woodbury, Its Vice President

By: THORNTON DEVELOPMENT AND INVESTMENT, L.L.C., a Utah limited liability company, Its Co-Manager

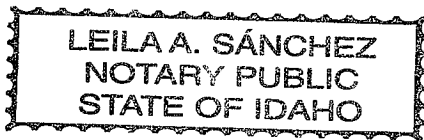
By: 
Scott W. Thornton, Its Manager

STATE OF IDAHO

COUNTY OF TWIN FALLS

On this 19th day of January, 2007 before me, a Notary Public in and for said County and State, personally appeared Lance W. Clow, Mayor of Twin Falls, known or identified to me to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he excused 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.



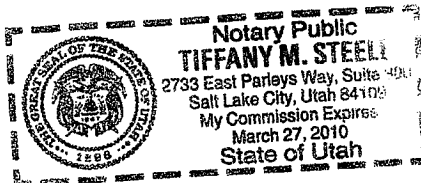
Leila Sanchez
NOTARY PUBLIC FOR IDAHO
Residing at Twin Falls Idaho
My commission expires: 5/18/2012

STATE OF UTAH)

: SS.

COUNTY OF SALT LAKE)

On this 4th day of January, 2007, before me personally appeared W. RICHARDS WOODBURY and O. RANDALL WOODBURY, to me personally known who, being by me duly sworn, did each for himself say that they are President and Vice President for that certain corporation known as WOODBURY CORPORATION, a Co-Manager of TF MALL MANAGER, LLC, a Utah limited liability company, Manager of MAGIC VALLEY MALL LLC, and that the within instrument was executed by them, for and on behalf of said limited liability company.



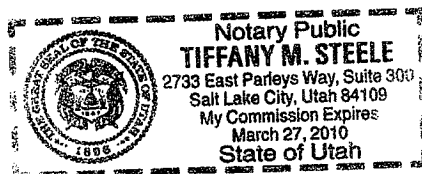
Tiffany M. Steele
Notary Public
My commission expires: 3/27/10

STATE OF UTAH)

: SS.

COUNTY OF SALT LAKE)

On this 5th day of January, 2007, before me personally appeared SCOTT W. THORNTON, to me personally known who, being by me duly sworn, did for himself say that he is the Manager for that certain company known as THORNTON DEVELOPMENT AND INVESTMENT, LLC, a Utah limited liability company, a Co-Manager of TF MALL MANAGER, LLC, a Utah limited liability company, Manager of MAGIC VALLEY MALL LLC, and that the within instrument was executed by him, for and on behalf of said limited liability company.



Tiffany M. Steele
Notary Public
My commission expires: 3/27/10

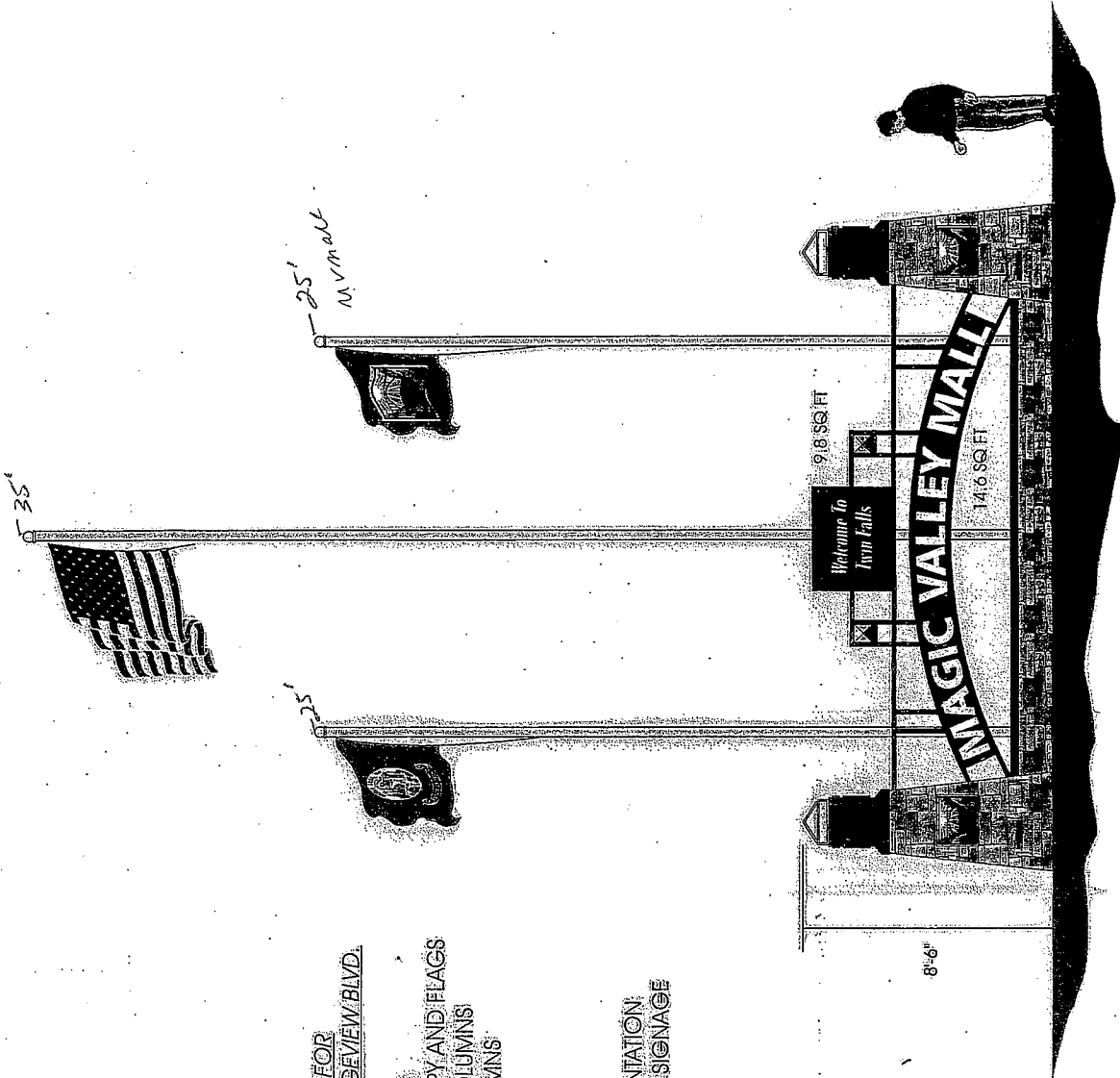
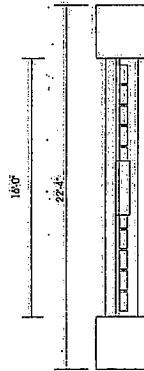
A SINGLE FACE ENTRY MONUMENT FOR
CORNER OF BLUE LAKES BLVD. N AND BRIDGEVIEW BLVD.

FEATURES:

ILLUMINATED CHANNEL LETTERS
FLOOD LIT LOGO GRAPHICS, WELCOME COPY AND FLAGS
CUSTOM LIGHT FIXTURES ON MAIN COLUMNS
CULTURED STONE BASE AND COLUMNS

ARRAY OF 3 FLAG POLES
SHOWN AT 35' AND 25'

*SEE NEXT PAGE FOR ARTIST'S REPRESENTATION
OF ONSITE APPEARANCE OF PROPOSED SIGNAGE



CLIENT:	MAGIC VALLEY MALL
ADDRESS:	TWIN FALLS, IDAHO
JOB LOCATION:	SAVE
DATE:	8-23-05
SCALE:	1/4"=1'
ACCOUNT EXEC:	R.
DRAWN BY:	B. CROOK
FILE NAME:	MMVALENSHAGE
REVISIONS:	

PAGE 1 OF 1
LYTLE SIGNS © 2005



LYTLE SIGNS INC.
1995 KIMBERLY RD.
PO. BOX 305
TWIN FALLS, IDAHO 83303-31
208-733-1737
1-800-681-6636
fax 208-736-6653
WWW.LYTLESIGNS.COM

THIS DESIGN IS OFFERED AS A SERVICE TO HELP VISUALIZE PROPOSED SIGN WORK, AS SUCH IT REMAINS THE PROPERTY OF LYTLE SIGNS INC. AND MAY NOT BE GIVEN TO ANY THIRD PARTY FOR BID PURPOSES OR USED FOR ANY OTHER PURPOSE WITHOUT WRITTEN CONSENT OF LYTLE SIGNS INC.

#242

[illegible]

BRIDGE VIEW BLVD.

SHOPKO

UNRECORDED

SEARS

THE

WELLS FARGO

U.S. HIGHWAY 93

RETAIL STORE "B"

BARNES &
NOBLE

RETA
STOR

VACANT

POLE LINE ROAD

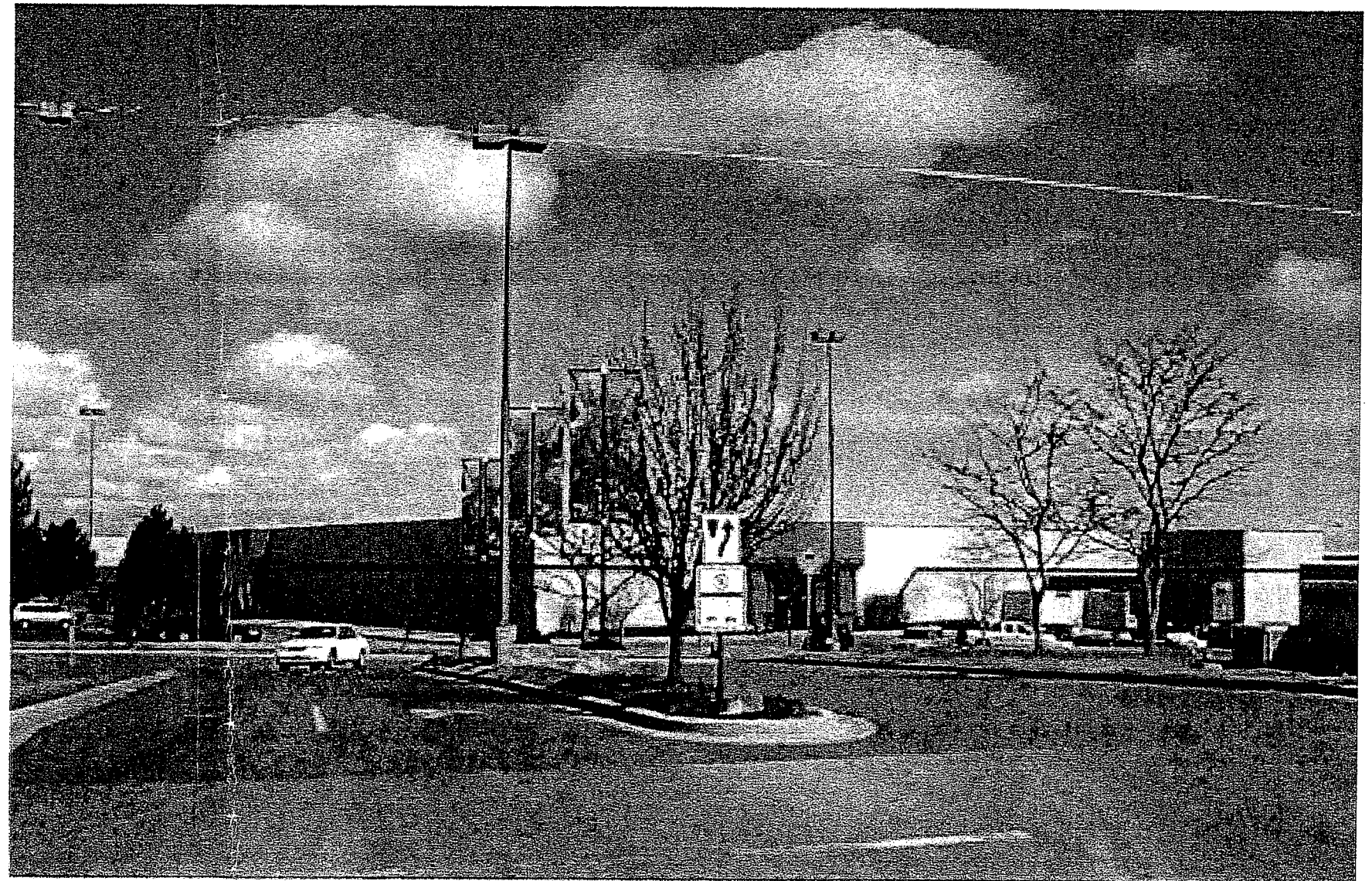
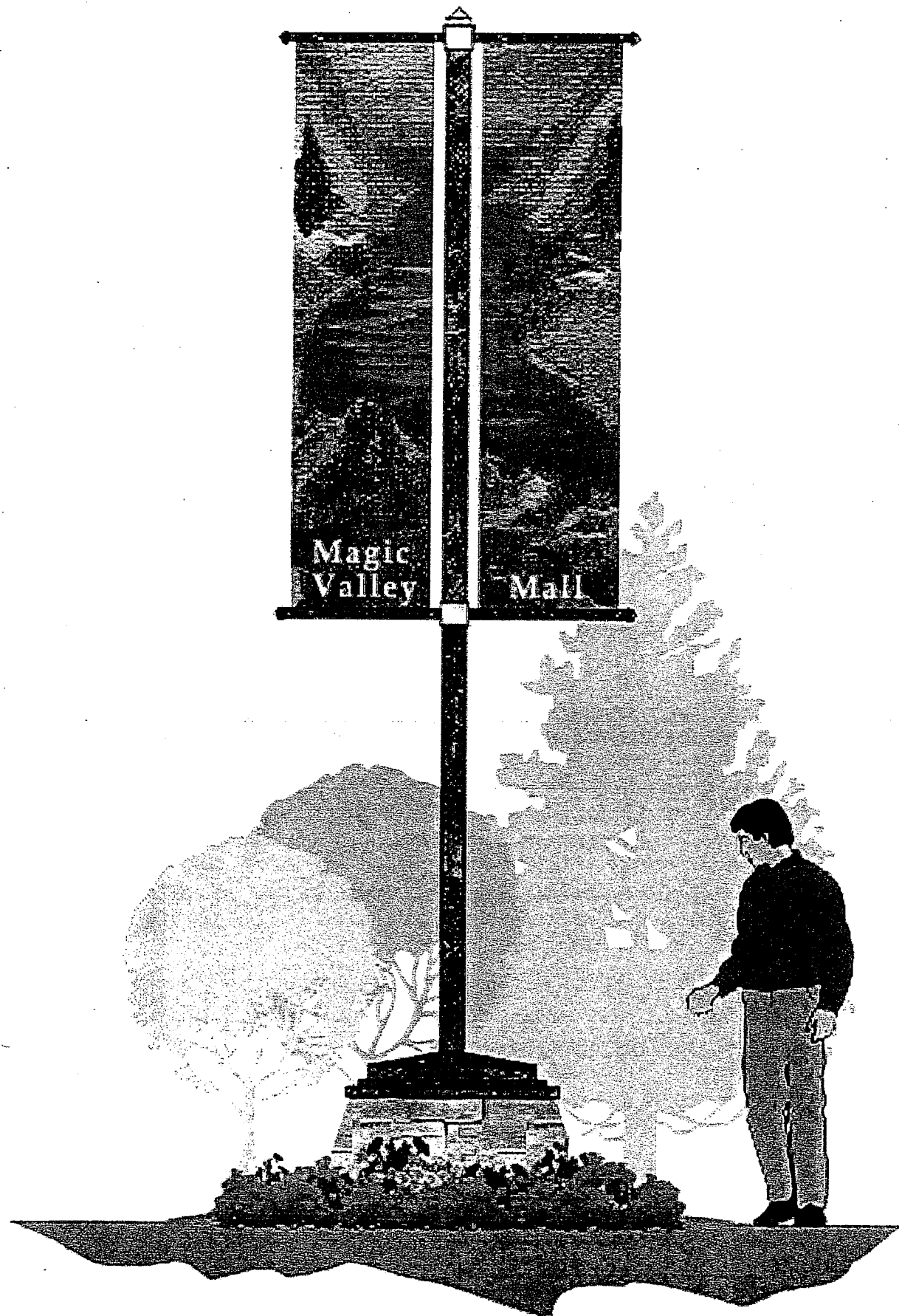
(3)
To be removed

(5) Remove & Replace

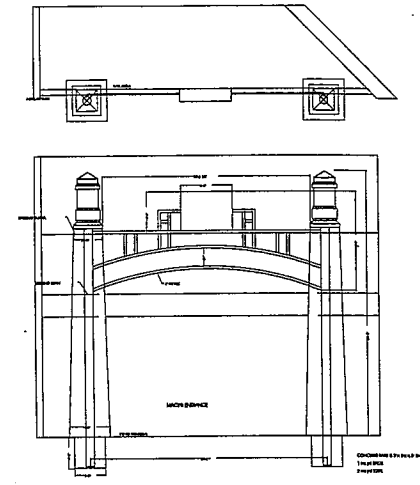
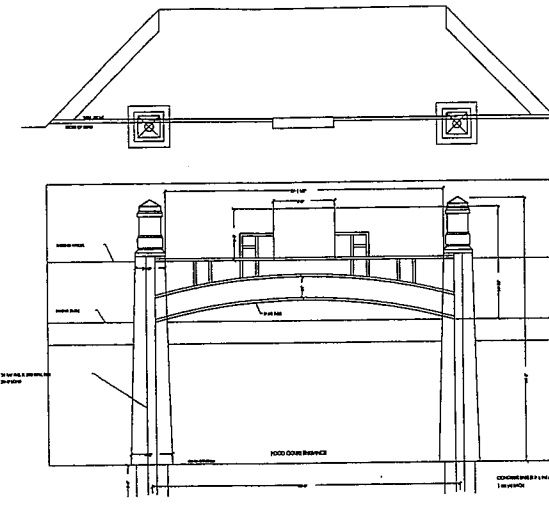
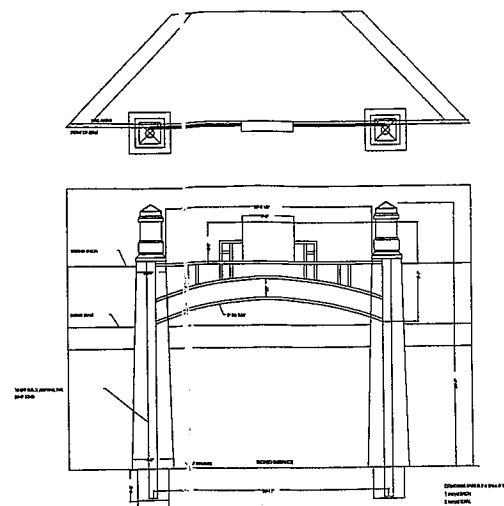
SITE PLAN

z ←

Magic Valley Mall Marketplace Icons



Landscape Art



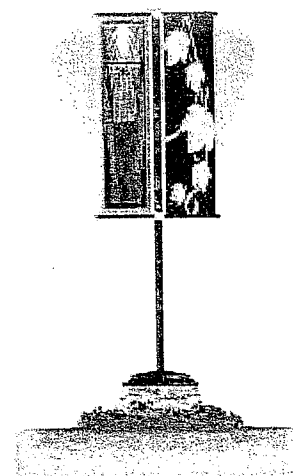
DECORATIVE STOREFRONT FACADES AT MALL ENTRANCES



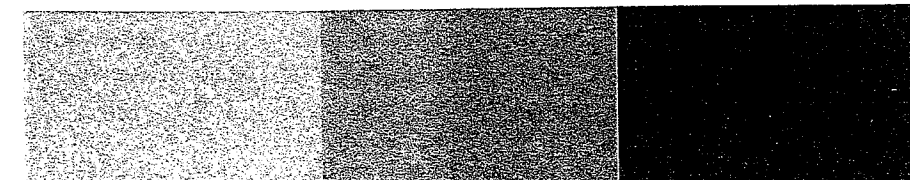
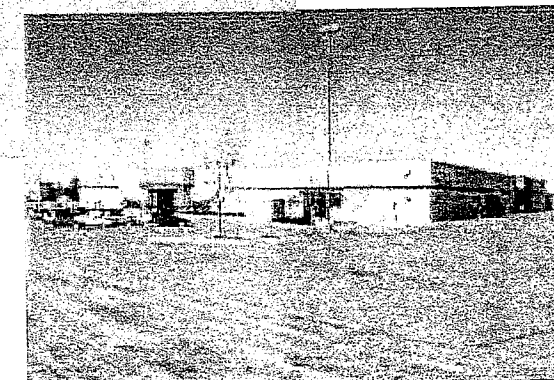
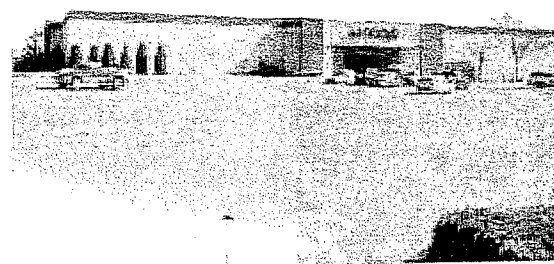
SECONDARY ENTRY MONUMENT



REFURBISH EXISTING SIGN



FESTIVAL ICON



COLOR SCHEME FOR MAGIC VALLEY MALL REIMAGE....TO INCLUDE SIGNAGE, BUILDING PAINT AND GRAPHICS



MAIN ENTRY MONUMENT

PUD-215

COPY

ADDENDUM TO C-1 PLANNED UNIT DEVELOPMENT AGREEMENT
MAGIC VALLEY MALL, LLC

The Addendum Agreement is made and entered into as of the 10th day of January, 2008, by and between the City of Twin Falls, Idaho, a Municipal Corporation (hereinafter called "City") and Magic Valley Mall L.L.C., a Utah Limited Liability Company whose address is 2733 East Parley's Way, Suite 300, Salt Lake City, Utah 84109.

RECITALS:

WHEREAS, the City and Price Development Company entered into a C-1 Planned Unit Development Agreement for the development of Magic Valley Mall dated February 6, 1984;

WHEREAS, on July 23, 1985, Price Development Company and the City executed an Addendum to C-1 Planned Unit Development Agreement;

WHEREAS, on April 17, 1995, Fund A. Magic Valley, Inc., a successor to Price Development Company and predecessor in interest to Magic Valley Partners, L.P., entered into an Addendum to C-1 Planned Unit Development Agreement;

WHEREAS, on May 21, 2004, Magic Valley Partners, L.P., a successor to Fund A, Magic Valley, Inc. and Price Development Company entered into an addendum to C-1 Planned Unit Development Agreement;

WHEREAS, on November 4, 2004, Magic Valley Mall, L.L.C., a Utah Limited Liability Company was a successor in interest to Magic Valley Partners, L.P. by special warranty deed inst. No. 2004-023931;

WHEREAS, on April 11, 2006, Magic Valley Mall, L.L.C., a Utah Limited Liability Company, a successor to Magic Valley Partners, L.P., a successor to Fund A, Magic Valley, Inc. and Price Development Company entered into an addendum to C-1 Planned Unit Development agreement;

WHEREAS, the C-1 Planned Unit Development agreement specifies the areas to be developed within the Magic Valley Mall;

WHEREAS, Magic Valley Mall, L.L.C., has requested a PUD agreement modification to allow for the addition of two (2) new pad sites and the expansion of two existing sites at the Magic Valley Mall;

WHEREAS, the city, at a meeting of its City Council held on April 23, 2007 considered and approved the proposal PUD agreement modification to allow for the addition of two (2) new pad sites and the expansion of two existing sites and consented to their inclusion in the Planned Unit Development agreement, subject to certain terms and conditions hereinafter specified; and

WHEREAS, the parties hereto now desire to amend the above referenced C-1 Planned Unit Development agreement to allow for the addition of two (2) new pad sites and the expansion of two existing sites at the Magic Valley Mall;

TWIN FALLS COUNTY
RECORDED FOR:
TWIN FALLS, CITY OF
8:27:09 am 01-15-2008
2008-001197
NO. PAGES: 2 FEE: \$
KRISTINA GLASCOCK
COUNTY CLERK
DEPUTY: BHUNTER

[Handwritten signature]

ADDENDUM TO C-1 PLANNED UNIT DEVELOPMENT AGREEMENT
MAGIC VALLEY MALL, LLC

The Addendum Agreement is made and entered into as of the 10th day of January, 2008 by and between the City of Twin Falls, Idaho, a Municipal Corporation (hereinafter called "City") and Magic Valley Mall L.L.C., a Utah Limited Liability Company whose address is 2733 East Parley's Way, Suite 300, Salt Lake City, Utah 84109.

RECITALS:

WHEREAS, the City and Price Development Company entered into a C-1 Planned Unit Development Agreement for the development of Magic Valley Mall dated February 6, 1984;

WHEREAS, on July 23, 1985, Price Development Company and the City executed an Addendum to C-1 Planned Unit Development Agreement;

WHEREAS, on April 17, 1995, Fund A. Magic Valley, Inc., a successor to Price Development Company and predecessor in interest to Magic Valley Partners, L.P., entered into an Addendum to C-1 Planned Unit Development Agreement;

WHEREAS, on May 21, 2004, Magic Valley Partners, L.P., a successor to Fund A, Magic Valley, Inc. and Price Development Company entered into an addendum to C-1 Planned Unit Development Agreement;

WHEREAS, on November 4, 2004, Magic Valley Mall, L.L.C., a Utah Limited Liability Company was a successor in interest to Magic Valley Partners, L.P. by special warranty deed inst. No. 2004-023931;

WHEREAS, on April 11, 2006, Magic Valley Mall, L.L.C., a Utah Limited Liability Company, a successor to Magic Valley Partners, L.P., a successor to Fund A, Magic Valley, Inc. and Price Development Company entered into an addendum to C-1 Planned Unit Development agreement;

WHEREAS, the C-1 Planned Unit Development agreement specifies the areas to be developed within the Magic Valley Mall;

WHEREAS, Magic Valley Mall, L.L.C., has requested a PUD agreement modification to allow for the addition of two (2) new pad sites and the expansion of two existing sites at the Magic Valley Mall;

WHEREAS, the city, at a meeting of its City Council held on April 23, 2007 considered and approved the proposal PUD agreement modification to allow for the addition of two (2) new pad sites and the expansion of two existing sites and consented to their inclusion in the Planned Unit Development agreement, subject to certain terms and conditions hereinafter specified; and

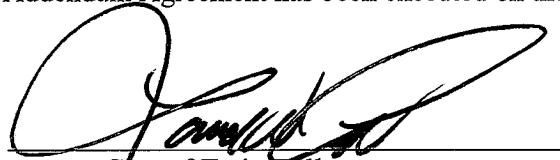
WHEREAS, the parties hereto now desire to amend the above referenced C-1 Planned Unit Development agreement to allow for the addition of two (2) new pad sites and the expansion of two existing sites at the Magic Valley Mall;

[Handwritten signature]

NOW, THEREOF, the parties hereto, agree to modify the PUD agreement # 215 as follows:

1. To allow for a 7104 SQ FT building expansion East of the present City Financial and Everybody's Business.
2. To allow for a 12,029 SQ FT building expansion on the South side of the existing Mall Theater.
3. To allow for a future platted lot with additional parking for a 7,500 SQ FT building in the South side, East of Locust Street and North of Pole Line Road.
4. To allow for a future platted lot with additional parking for a 2,500 SQ FT building with drive thru use at the North side of the Mall East of the entrance and South of Bridgeview Blvd.
5. Should 90-Degree parking stalls along the interior roadway on the northeastern portion of the property be developed, as shown on the site plan, Exhibit A-2, city staff can require traffic calming devices to help mitigate some of the impacts of the 90 degree parking.
6. Subject to site plan amendments as required by Building, Engineering, Fire, and Zoning Officials to ensure compliance with all applicable City Code requirements and standards.

IN WITNESS WHEREOF, this Addendum Agreement has been executed on the day and year first above written.



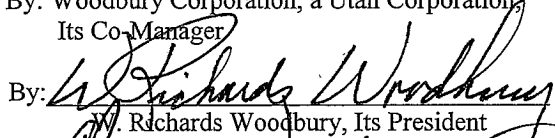
City of Twin Falls, a
Municipal Corporation

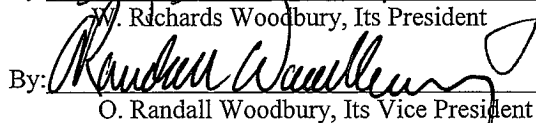
By: It's Mayor

Magic Valley Mall, L.L.C.,

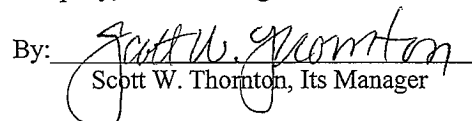
By: TF MALL MANAGER L.L.C., a limited
liability corporation, Its Manager

By: Woodbury Corporation, a Utah Corporation,
Its Co-Manager

By: 
W. Richards Woodbury, Its President

By: 
O. Randall Woodbury, Its Vice President

By: THORTON DEVELOPMENT AND
INVESTMENT, L.L.C., a Utah limited liability
company, Its Co-Manager

By: 
Scott W. Thornton, Its Manager



STATE OF IDAHO

COUNTY OF TWIN FALLS

On this 10th day of January, 20 12, before me, a Notary Public in and for said County and State, personally appeared Lane W. Clow, Mayor of Twin Falls, known or identified to me to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

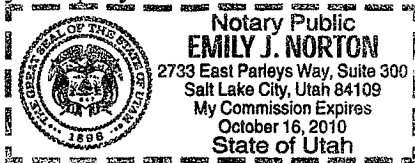
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Leila A. Sanchez
NOTARY PUBLIC FOR IDAHO
Residing at Twin Falls Idaho
My commission expires: 5-18-2012

STATE OF UTAH)
:SS.
COUNTY OF SALT LAKE)

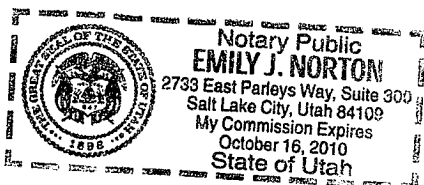
On this 2nd day of January, 20 08, before me personally appeared W. RICHARDS WOODBURY and O. RANDALL WOODBURY, to me personally known who, being by me duly sworn, did each for himself say that they are President and Vice President for that certain corporation known as WOODBURY CORPORATION, a Co-Manager of TF MALL MANAGER, L.L.C., a Utah limited liability company, Manager of MAGIC VALLEY MALL LLC, and that the within instrument was executed by them, for and on behalf of said limited liability company.



Emily J. Norton
Notary Public
My commission expires: 10/16/10

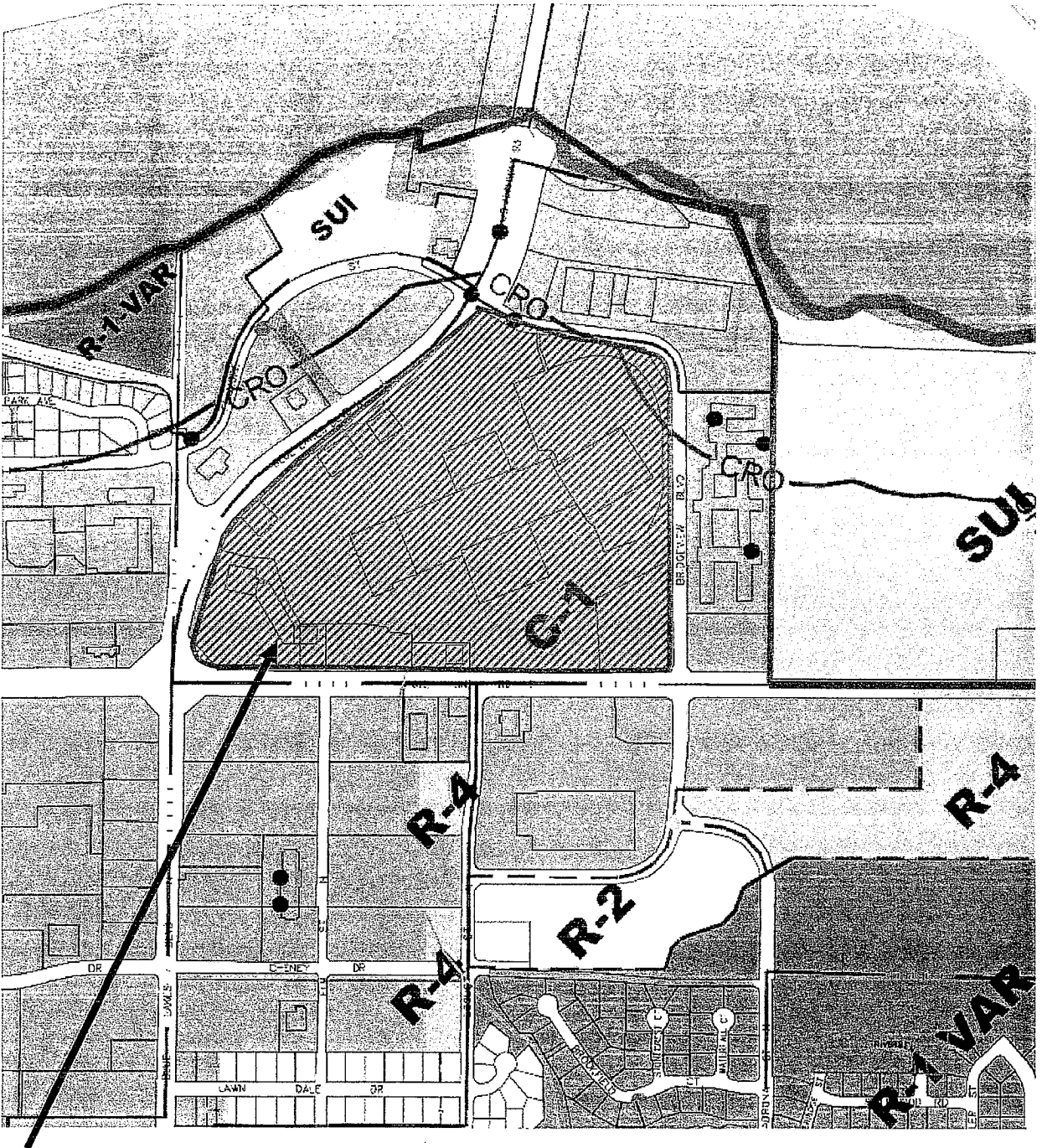
STATE OF UTAH)
:SS.
COUNTY OF SALT LAKE)

On this 2nd day of January, 20 08, before me personally appeared SCOTT W. THORNTON, to me personally known who, being by me duly sworn, did for himself say that he is the Manager for that certain company known as THORTON DEVELOPMENT AND INVESTMENT, LLC, a Utah limited liability company, Co-Manager of MAGIC VALLEY MALL LLC, and that the within instrument was executed by him, for and on behalf of said limited company.



Emily J. Norton
Notary Public
My commission expires: 10/16/10

[Handwritten signature]



Area Zoning Map

Magic Valley Mall – 1485 Pole Line Road East – Application 2098

Request for a PUD Agreement modification to allow for 4 additional pad sites on property



Aerial Map

Magic Valley Mall – 1485 Pole Line Road East – Application 2098

Request for a PUD Agreement modification to allow for 4 additional pad sites on property

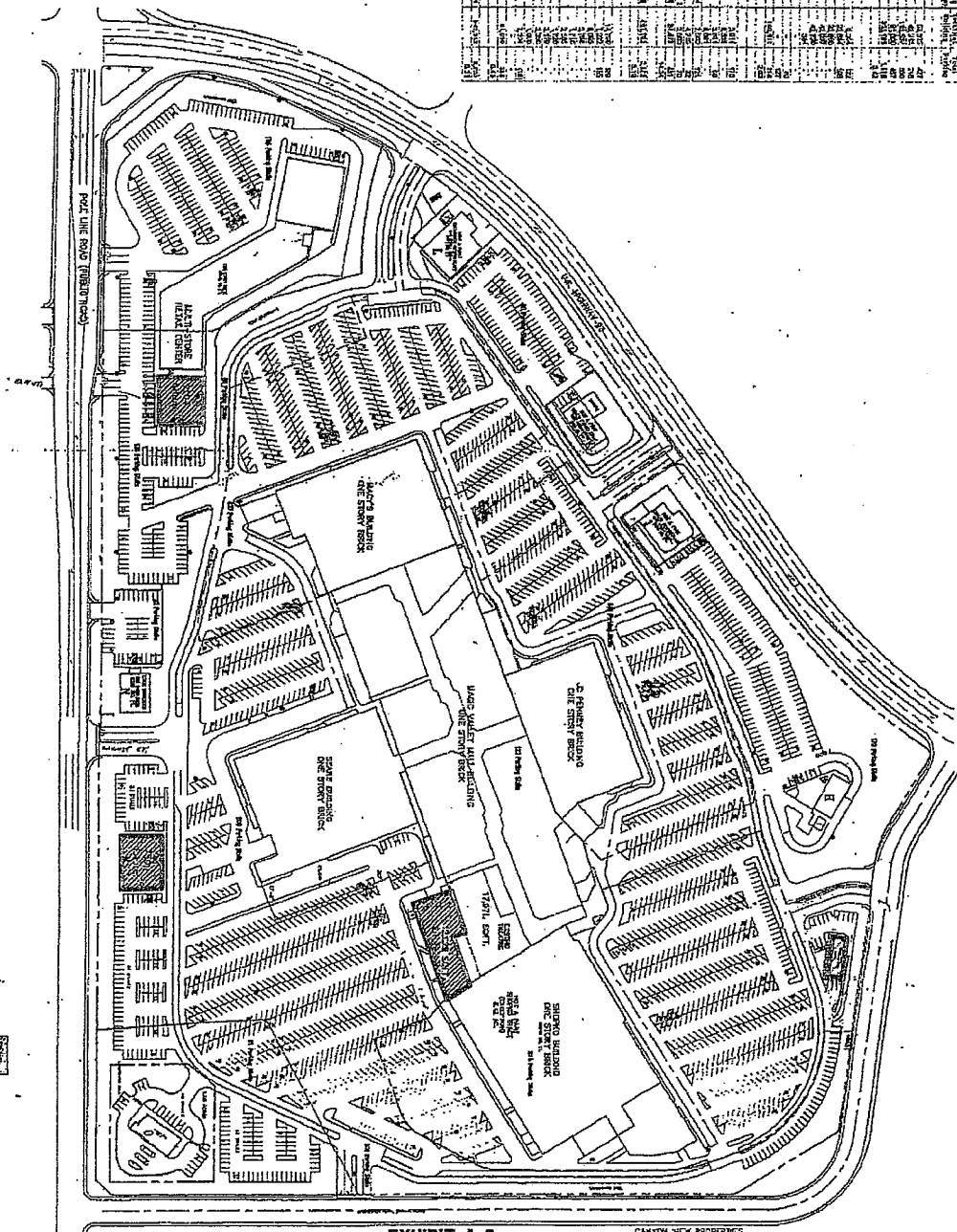
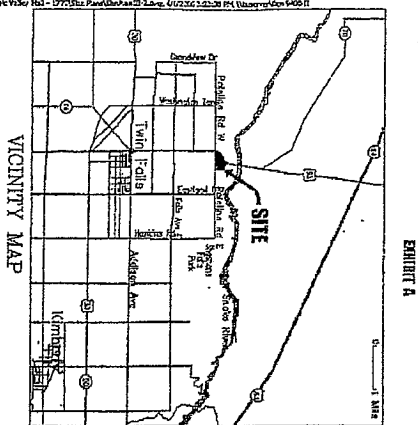
[illegible]

EXHIBIT A-2

CANYON VIEW PROPERTIES

SD-4

5645-05-2

MAGIC VALLEY MAIL
THIN FALLS, IDAHO



WOODBURY
CORPORATION

EDNA S. THOMBERT AND ASSOCIATES, ARCHITECTS
2733 EAST FARLEYS WAY, SUITE 300
SALT LAKE CITY, UTAH 84109
(801) 465-7770

Magic Valley Mall - Parking utilization analysis / Holiday Season 2006

Date	Available Parking Spaces	Est. # Occupied spaces	Peak low of vacant spaces(1)	Percent occupied
actual 11/24/06Day after Thanksgiving	2724	2477	247	90.93%
actual 11/25/06				
Saturday	2724	2363	361	86.75%
actual 12/2/06				
Saturday	2724	2292	432	84.14%
actual 12/09/06				
Saturday	2724	2323	401	85.28%
estimate Saturday 12/16/2007	2724	2340	384	85.90%
estimate Saturday 12/23/2007	2724	2415	309	88.64%
estimate Sunday 12/24/2007	2724	2271	453	83.37%

(1) Number of vacant
spaces at the time
when the parking lot
was its fullest.



Northeast quarter of mall



Northwest quarter of mall



Southwest quarter of mall



Main South Entrance to the Mall



Public Hearing: **TUESDAY, February 11, 2014**

To: Planning & Zoning Commission

From: Rene'e Carraway, Community Development

AGENDA ITEM IV-1

Request:

Request for the Commission's recommendation for a PUD Agreement Amendment to amend the Magic Valley Mall, LLC PUD Agreement #215 to allow a modification to the sign criteria on property located at 1485 Pole Line Road East c/o David Thibault, EHM Engineers, Inc. on behalf of Magic Valley Mall. (app. 2612)

Time Estimate:

The applicant's presentation may take up to fifteen (15) minutes. Staff presentation may take five (5) minutes. Time available for questions by the Commission.

Background:

Applicant:	Status: Property Owner	Size: 57.77(+/-) acres
Magic Valley Mall, LLC A Utah Limited Liability Co. 2733 East Parley's Way, Suite 300 Salt Lake City, UT 84109 c/o Brent White, Manager of the Magic Valley Mall 208-733-3000 ext. 25	Current Zoning: C-1 PUD	Requested Zoning: PUD Agreement Amendment request
	Comprehensive Plan: Commercial – Retail	Lot Count: N/A
	Existing Land Use: Magic Valley Mall; a retail shopping center consisting of developed & undeveloped pad sites.	Proposed Land Use: proposed change to the allowed signage within the Magic Valley Mall PUD.
Representative:	Zoning Designations & Surrounding Land Use(s)	
EHM Engineers, Inc. c/o David Thibault 621 N. College Rd, Suite 100 Twin Falls, ID 83301 208-734-4888 dthibault@ehminc.com	North: C-1 PUD; Bridgeview Blvd, Canyon Park East PUD development	East: C-1 PUD; Bridgeview Blvd, Bridgeview Estates
	South: C-1 PUD; Pole Line Rd E, Retail uses; Auto dealerships/ Home Depot	West: C-1 PUD; Blue Lakes Blvd N, Canyon Park West Amended PUD - Concept 91 Subdivision development; CostCo/C-3
	Applicable Regulations: 10-1-4, 10-1-5, 10-4-8, 10-6-1.1 thru 1.4, 10-14-1 thru 10-14-6 and the PUD Agreement(s)	

Approval Process:

As per Twin Falls City Code 10-6-1.4(E) Approval of an amendment to a PUD Sub-District and the Planned Unit Development Agreement.

At a public hearing the Commission is asked for a recommendation to the Council regarding the request to either, amend the existing PUD Agreement as presented, deny the request or remand back to the Commission if there are major changes.

Budget Impact:

Approval of this request will not have a financial impact on the City budget.

Regulatory Impact:

After a public hearing, a recommendation from the Planning and Zoning Commission for the requested change will allow the request to proceed to the City Council for a decision.

History:

In September 1981 the area was rezoned from R-4 PUD to C-1 PUD by the City Council. In 1983, the C-1 PUD was amended and an additional PUD Agreement was required. In June of 1986 a Special Use Permit was approved by the Commission to allow a drive-through window at a bank at one of the pad sites at 1864 Blue Lakes Boulevard North. The Magic Valley Mall opened October 1986.

In 1988, the Magic Valley Mall requested a Zoning Title Amendment to the sign code to change the requirements for message center signs. The request was combined with multiple sign code changes that were approved by the City Council, including allowing message center signs up to 75 square feet in size. An SUP for a message center sign was approved by the Commission August 30, 1988. Another message center sign was requested in 1994. The Commission denied the request but an appeal was granted by the City Council on November 11, 1994. SUP #0394 was issued for the sign.

In April of 1994, a PUD Agreement amendment was approved to develop the southwest portion of the property, add sq. footage to the Sears Roebuck and Company store site, and other alterations. Another PUD Amendment was requested on May 15, 2004, to develop additional pad parcels. The last PUD Amendment was April 11, 2006, where the City Council approved changes to the signage section of the PUD Agreement.

Pad site development has required Special Use Permits on occasion for uses such as beer and wine sales in restaurants and drive-through windows.

A preliminary presentation was given to the Planning and Zoning Commission on March 13, 2007, on proposed PUD modifications.

On March 27, 2007 the Planning and Zoning Commission recommended approval of the PUD modification to allow two (2) additional pad sites and the expansion of two existing sites. On April 23, 2007 the Council approved the PUD Amendment request. The amended PUD Agreement was recorded.

A Preliminary Presentation for this request to allow a PUD Agreement Amendment was held on January 28, 2014.

Analysis:

This is a request for the Commission to consider an amendment to the Magic Valley Mall PUD Agreement to allow a modification to the sign criteria on property located at 1485 Pole Line Road East. The modification would allow future signage at the Magic Valley Mall to follow current and revised City Code 10-9; Sign Regulation standards.

The proposed change will affect sign design and layout of proposed signs on the subject property. The proposed change is as follows:

- 1. Signs: All signs hereafter constructed or installed on the subject property shall meet the applicable provisions of the Twin Falls City Code. No other restriction shall be placed on signs permitted under this agreement.**
 - a. Exception: All flag poles and pennant type signs previously permitted under the PUD Amendment dated December 18, 2007 will be allowed.**

The applicant is trying to eliminate confusion in the sign criteria in the many addendums to the Magic Valley Mall, LLC PUD Agreements.

City Code requires that the applicants make a preliminary presentation to the Commission and to the public when an amendment to a PUD Agreement is desired. This presentation, which took place on January 28, 2014, allows the Commission and the public to become familiar with the proposed amendment(s) to the project prior to the

actual public hearing. At the presentation there were questions concerning who could have signs along the exterior of the mall and what type of sign. The PUD amendment will allow signs that comply with the current Twin Falls City Sign Code. Each new sign will have to go through the permitting process. Staff will evaluate the permit applications for compliance with City Code 10-9 before permitting any new signs.

The proposed development and amendment is still in compliance with the Comprehensive Plan which designates this area as appropriate for Commercial/Retail development.

Conclusion:

Staff recommends that the following conditions be included should the Planning and Zoning Commission recommend approval of this request:

1. Subject to Master Development Plan amendments as required by Building, Fire, Engineering and Zoning Officials to ensure compliance with all applicable City Code requirements and standards.
2. Subject to recordation of Magic Valley Mall, LLC PUD Agreement #215; 2014 Amendment, as approved by the City Council, prior to development of this site.

Attachments:

1. Narrative
2. Zoning Vicinity/Aerial Map
3. Proposed Addendum to C-1 PUD Agreement
4. Master Development Plan
5. Magic Valley Mall PUD Agreement 02-06-1984
6. Magic Valley Mall PUD Agreement 01-30-1991
7. Magic Valley Mall PUD Agreement Addendum 07-07-1995
8. Magic Valley Mall PUD Agreement Addendum 01-23-07
9. Magic Valley Mall PUD Agreement Addendum 01-15-08
10. Site Photos

Supplemental Information For MV MALL PUD Amendment Application

ITEM 3a)

This request will allow the MV Mall to modify the existing PUD governing criteria for signs and align the PUD restrictions with currently adopted guidelines as written in City Code. It is the desire of the MV Mall to comply with the City of Twin Falls currently adopted sign ordinance.

ITEM 3c)

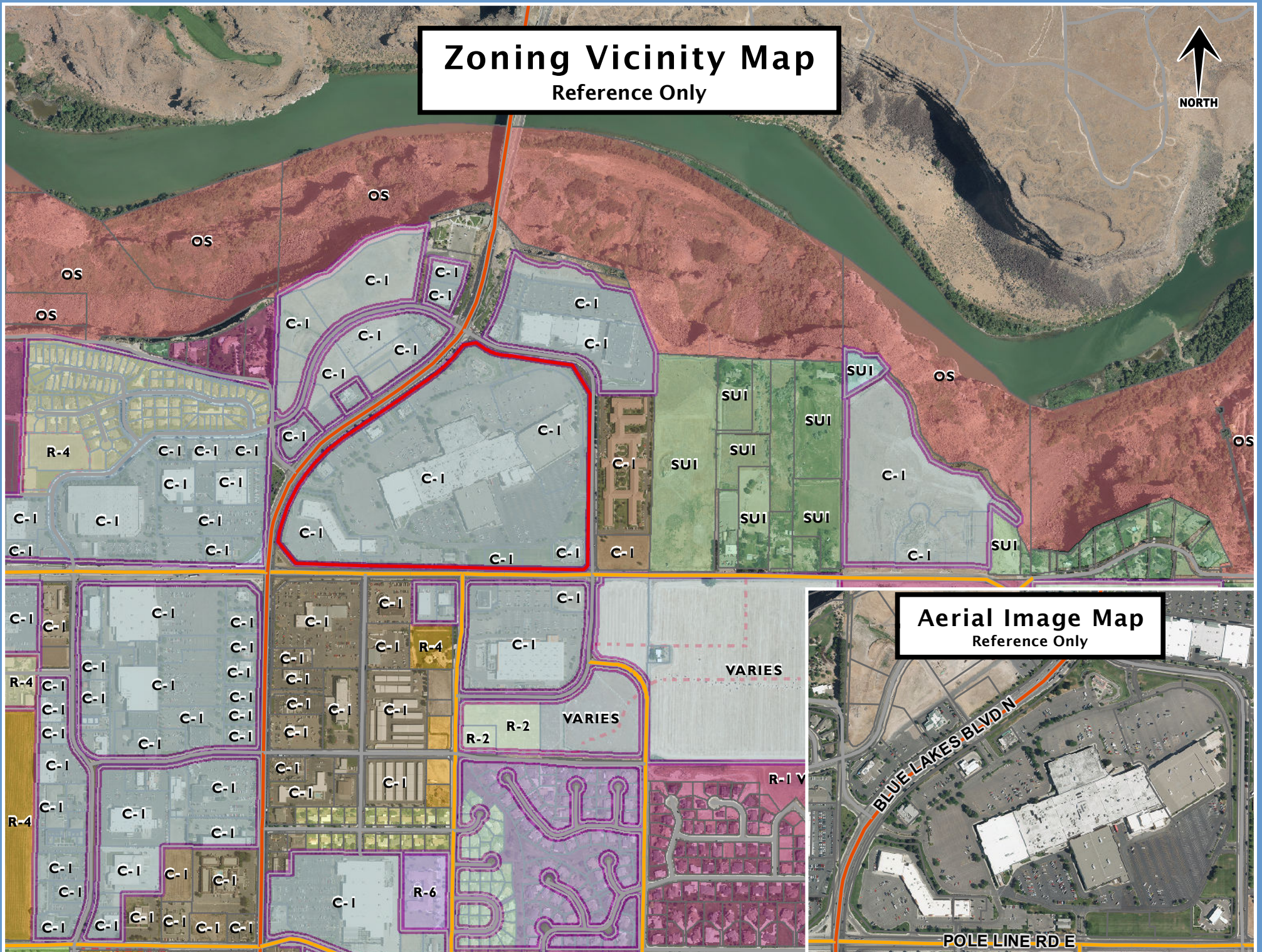
The proposed change will affect sign design and layout of proposed signs on the subject property. Previously the PUD specified many options which led to confusion in some instances. It is the desire of the MC Mall to engage local sign companies to complete work associated with sign design, layout, location, and construction. At the recommendation of one such company the MV Mall has determined to amend the current PUD to align the sign restrictions with currently adopted City Code.

ITEM 3d)

The proposed change will effectively mandate that any new sign construction will comply with the provisions of the Twin Falls sign ordinance as adopted by City Code. As the MV Mall continues to maintain and grow their operations and amenities within the Magic Valley Area, the PUD has evolved to address varying restrictions and conditions. This proposed amendment is one such evolution in the continued maintenance of the governing PUD. Little affect is to surrounding properties is anticipated as the proposal will align current restrictions with City Code. The City Code is likely to govern the surrounding properties.

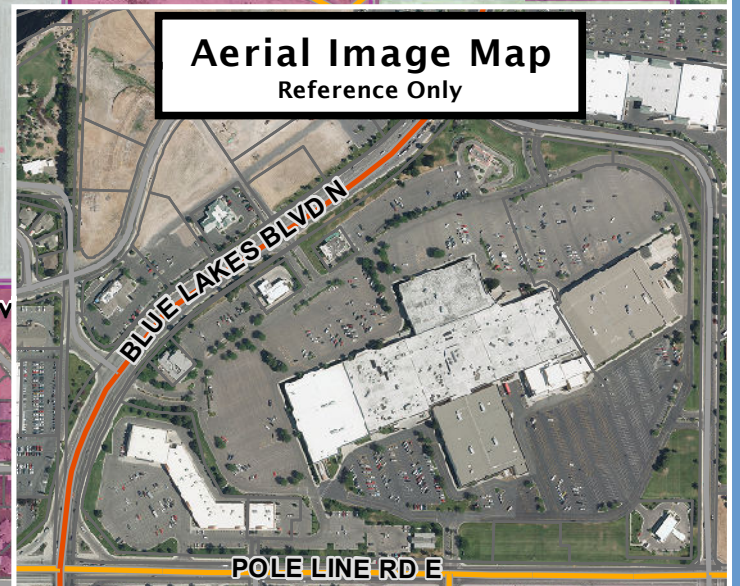
Zoning Vicinity Map

Reference Only



Aerial Image Map

Reference Only



ADDENDUM TO C-1 PLANNED UNIT DEVELOPMENT AGREEMENT
MAGIC VALLEY MALL, LLC

The Addendum Agreement is made and entered into as of the _____ day of _____, 20____, by and between the City of Twin Falls, Idaho, a Municipal Corporation (hereinafter called "City") and Magic Valley Mall L.L.C., a Utah Limited Liability Company whose address is 2733 East Parley's Way, Suite 300, Salt Lake City, Utah 84109.

RECITALS:

WHEREAS, the City and Price Development Company entered into a C-1 Planned Unit Development Agreement for the development of Magic Valley Mall dated February 6, 1984;

WHEREAS, on July 23, 1985, Price Development Company and the City executed an Addendum to C-1 Planned Unit Development Agreement;

WHEREAS, on April 17, 1995, Fund A. Magic Valley, Inc., a successor to Price Development Company and predecessor in interest to Magic Valley Partners, L.P., entered into an Addendum to C-1 Planned Unit Development Agreement;

WHEREAS, on May 21, 2004, Magic Valley Partners, L.P., a successor to Fund A, Magic Valley, Inc. and Price Development Company entered into an addendum to C-1 Planned Unit Development Agreement;

WHEREAS, on November 4, 2004, Magic Valley Mall, L.L.C., a Utah Limited Liability Company was a successor in interest to Magic Valley Partners, L.P. by special warranty deed inst. No. 2004-023931;

WHEREAS, on April 11, 2006, Magic Valley Mall, L.L.C., a Utah Limited Liability Company, a successor to Magic Valley Partners, L.P., a successor to Fund A, Magic Valley, Inc. and Price Development Company entered into an addendum to C-1 Planned Unit Development agreement;

WHEREAS, on January 15, 2008, Magic Valley Mall, L.L.C., a Utah Limited Liability Company, a successor to Magic Valley Partners, L.P., a successor to Fund A, Magic Valley, Inc. and Price Development Company entered into an addendum to C-1 Planned Unit Development agreement;

WHEREAS, the parties hereto now desire to amend the above referenced C-1 Planned Unit Development agreement to amend, as a part of this amendment, certain criteria governing signage;

NOW THEREFORE, the parties hereto, agree as follows:

1. **Signs: All signs hereafter constructed or installed on the subject property shall meet the applicable provisions of the Twin Falls City Code. No other restriction shall be placed on signs permitted under this agreement.**
 - a. **Exception: All flag poles and pennant type signs previously permitted under the PUD Amendment dated December 18, 2007 will be allowed.**

IN WITNESS WHEREOF, this Addendum Agreement has been executed on the day and year first above written.

City of Twin Falls, a Municipal Corporation
By: Mayor

Magic Valley Mall, L.L.C.,

By: TF MALL MANAGER L.L.C. a limited
liability corporation, Its Manager

By: Woodbury Corporation, a Utah Corporation,
Its Co-Manager

By: W. Richards Woodbury, Its President

By: O Randall Woodbury, Its Vice President

By: THORTON DEVELOPMENT AND
INVESTMENT, L.L.C., a Utah limited liability
company, Its Co-Manager

By: Scott W. Thornton, Its Manager

STATE OF IDAHO

COUNTY OF TWIN FALLS

On this ____ day of _____, 20____, before me, a Notary Public in and for said County and State, personally appeared Mr. Greg Lanting, Mayor of Twin Falls, known or identified to me to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he 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.

NOTARY PUBLIC FOR IDAHO

Residing At:_____

My Commission Expires:_____

STATE OF UTAH

COUNTY OF SALT LAKE

On this ____ day of _____, 20____, before me personally appeared W. Richards Woodbury and O. Randall Woodbury, to me personally known who, being by me duly sworn, did each for himself say that they are President and Vice President for that certain corporation known as Woodbury Corporation, a Co-Manager of TF MALL MANAGER, L.L.C., a Utah limited liability company, Manager of MAGIC VALLEY MALL LLC, and that the within instrument was executed by them, for and on behalf of said limited liability company.

NOTARY PUBLIC

My Commission Expires:_____

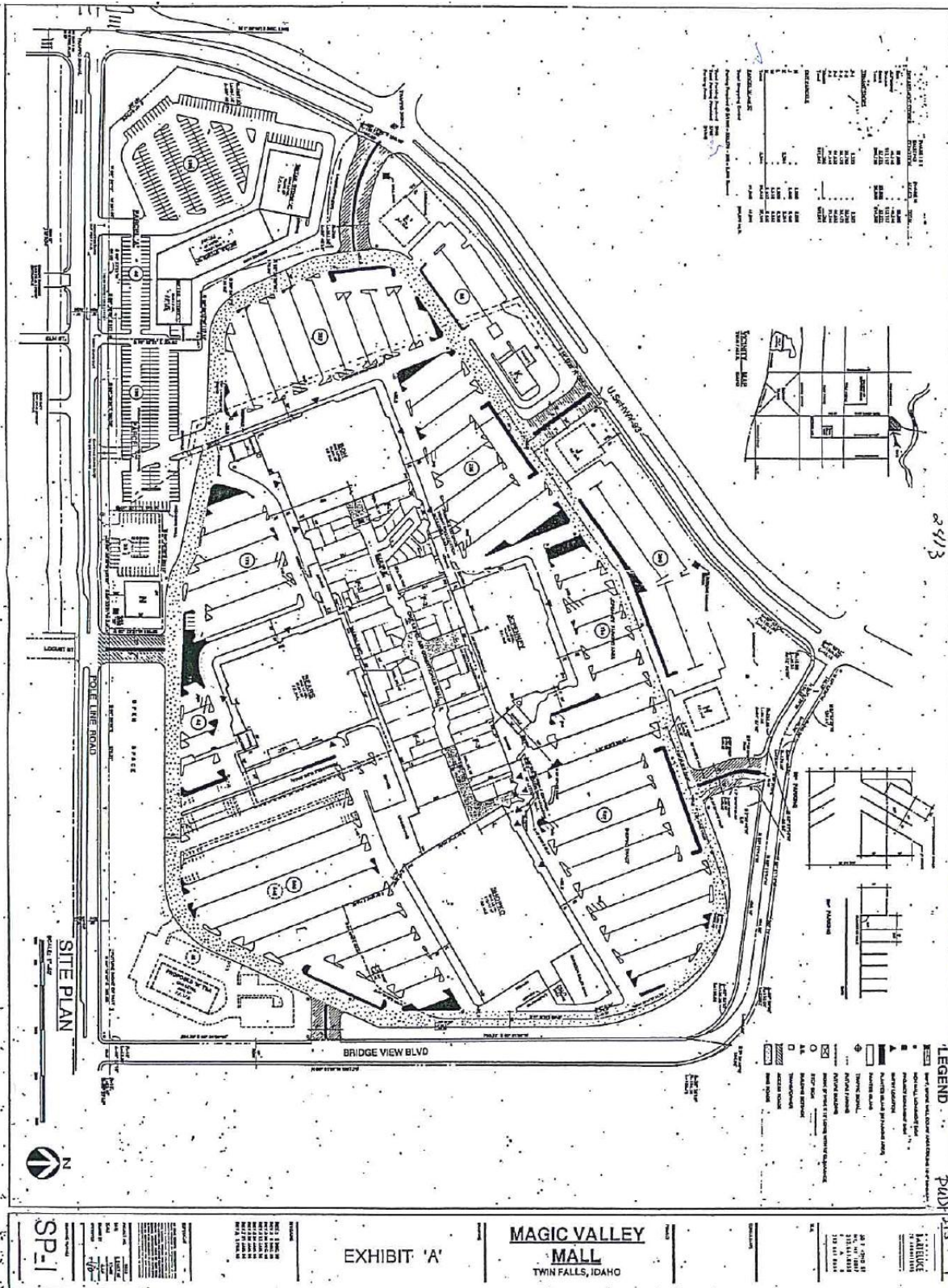
STATE OF UTAH

COUNTY OF SALT LAKE

On this ____ day of _____, 20____, before me personally appeared Scott Thornton, to me personally known, who being by me duly sworn, did for himself say that he is the Manager for that certain company known as THORTON DEVELOPMENT AND INVESTMENT, LLC, a Utah limited liability company, Co-Manager of MAGIC VALLEY MALL LLC, and that the within instrument was executed by him, for and on behalf of said limited liability company.

NOTARY PUBLIC

My Commission Expires:_____



ORIG PUD

①

C-1 PLANNED UNIT DEVELOPMENT AGREEMENT

THIS AGREEMENT, made and entered into this 6 day of February, 1984, by and between the CITY OF TWIN FALLS, a municipal corporation, State of Idaho (hereinafter called "City"), and PRICE DEVELOPMENT COMPANY, a Utah corporation (hereinafter called "PDC"), whose address is 35 Century Park-Way, Salt Lake City, Utah 84115.

RECITALS

1. PDC is the sole owner of a certain tract of land in the City of Twin Falls, State of Idaho, more particularly described in Exhibit "A", attached hereto, which plan is bounded by Blue Lakes Boulevard North to the north and west and Pole Line Road to the south.
2. PDC has made request of the City of Twin Falls to develop a regional shopping center ("shopping center") on the land described in Exhibit "A" attached hereto and has submitted to the City a site plan thereof which has been approved for development for a "C-1 PUD" by the Planning and Zoning Commission and the City Council of the City.
3. City, by and through its City Council, has agreed to the development of said land within the City of Twin Falls, Idaho, subject to certain terms and conditions, which terms and conditions are the subject of this agreement.

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

Magic Valley Mall - Parking utilization analysis / Holiday Season 2006

Date	Available Parking Spaces	Est. # Occupied spaces	Peak low of vacant spaces(1)	Percent occupied
actual 11/24/06Day after Thanksgiving	2724	2477	247	90.93%
actual 11/25/06 Saturday	2724	2363	361	86.75%
actual 12/2/06 Saturday	2724	2292	432	84.14%
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estimate Saturday 12/16/2007	2724	2340	384	85.90%
estimate Saturday 12/23/2007	2724	2415	309	88.64%
estimate Sunday 12/24/2007	2724	2271	453	83.37%

(1) Number of vacant
spaces at the time
when the parking lot
was its fullest.

I.

PDC, as developer of the shopping center, agrees:

1. Before development of the shopping center, to file or cause to be filed, with the City a complete set of "improvement plans", showing all streets, landscaping, sewer, water, drainage, building locations, and other such improvements contemplated within the development, which plans and all improvements shown thereon shall meet the approval of the City, which approval shall be given if such plans are generally in conformance with published City requirements and prevailing standards in the industry. Said "improvement plans" shall be generally designed in accordance with the site plan attached hereto as Exhibit "B", and by this reference adopted as though set forth at length herein.

2. Except as otherwise expressly provided herein, will design, construct and install at its expense all improvements shown on the "improvement plans."

3. Except as otherwise expressly provided herein, will construct and install all such improvements in strict accordance with the filed and approved "improvement plans."

4. Will provide the City with at least fifteen (15) days advanced written notification of when and of what portion, or portions, of said improvements it intends to complete at that time; and agrees to make such modifications and/or construct any temporary facilities necessitated by such phase construction work as shall be required and approved by the City, which approval shall not be unreasonably withheld.

5. Will hire a qualified construction engineer or supervisor to supervise the construction, inspection and testing of the work as necessary, to insure that all such improvements are constructed in accordance with the approved "improvement plans."

6. Agrees that upon having received written notification from the City that any of the requirements imposed on PDC herein

have not been complied with, that the City shall have the right to withhold the issuance of any certificate of occupancy within such "PUD" and/or shall have the right to withhold the providing of culinary water service to any part, parcel, or portion of such "PUD" until such time as all requirements specified herein have been complied with; PROVIDED, HOWEVER, PDC shall have the right to appear before the City Council at any regular meeting after any certificate of occupancy or any water service shall have been withheld for reasons set forth in this paragraph, and shall have the right to be heard as to why such certificate of occupancy should not be issued or water service allowed. The City Council shall then in good faith and in an objective manner decide whether said certificate of occupancy should be issued or water service to any property allowed, and its decision shall be final, except that the rights of the parties are preserved at law and equity.

7. Agrees to pay, or cause to be paid, to City all applicable fees at the time any building permit is requested or any separate water, sewer service, or culinary water service connection to City's sanitary sewer system or culinary water system is requested.

8. PDC agrees to file with City a plat, prepared by a registered professional engineer, of the real property which is the subject of this agreement, said plat to specifically identify and dedicate all easements and rights-of-way. It is further understood and agreed by PDC that said plat must first be approved by City, which approval shall not be unreasonably withheld, and then such plat shall be recorded prior to the issuance of any building permits for the construction of a regional shopping mall.

II.

1. In consideration of those special and unique circumstances and situations countered within this particular

"PUD" in the development of the shopping center, PDC and City agree to the following listed special items or provisions as set forth in this Article II. Except as is otherwise specifically set forth herein, PDC shall cause the design and construction of the work described below. Such work shall be constructed in accordance with engineered drawings and specifications, describing in reasonable detail the work to be performed, which drawings and specifications shall first be approved by City, which approval shall not be unreasonably withheld. Specifically PDC shall:

A. ACCEL/DECEL LANES

Design and construct acceleration and deceleration lanes along Blue Lakes Boulevard North and/or Pole Line Road, if requested, based on the recommendations of a qualified traffic consultant retained by PDC at its expense, or if required by the State of Idaho, Department of Highways.

B. SETBACKS

Agrees that all outbuildings (five are proposed) adjacent to Blue Lakes Boulevard North are to be constructed with a minimum setback of forty feet (40') and an average setback of forty-five feet (45') from PDC's property line. Outbuildings constructed on Pole Line Road (three are proposed) will be set back no less than thirty-five feet (35') from PDC's property line.

BRIDGEVIEW²

C. LANDSCAPED PERIMETER

Agrees that a quality landscaped perimeter (designed by a licensed landscape architect) shall be constructed and maintained along with the completion of each phase of the "PUD." Such landscaped perimeter shall extend from the backside of the sidewalks along Blue Lakes Boulevard North and Pole Line Road.

The depth of the landscaped perimeter on Blue Lakes Boulevard North will vary from a minimum of twenty-five feet (25') from PDC's property line with an average of thirty-five feet (35')

of landscaped perimeter being maintained along Blue Lakes Boulevard North as generally depicted on the site plan attached hereto as Exhibit "B."

The depth of the landscaped perimeter on Pole Line Road shall be maintained at an average of thirty feet (30') from PDC's property line as generally depicted on Exhibit "B" attached hereto.

In the event that Accel or Decel lanes are required, the landscaped perimeter shall be adjusted as dimensioned and depicted on Exhibit "B" attached hereto.

In the event the Idaho Department of Transportation (IDOT) or the City determines it necessary to widen the roadways fronting the "PUD" at some point in the future, PDC agrees to apply 100% of the funds it then receives from the sale of the additional right-of-way from IDOT or the City toward additional improvements within the remaining landscaped perimeter of the "PUD."

D. INTERIOR BOULEVARD

Agrees that a sixty foot (60') right-of-way for the construction of an interior boulevard shall be dedicated to the City as set forth on the plat, previously identified, and to be furnished to the City within one year from the date of execution of this agreement.

PDC agrees that at the time of the approval and recordation of the plat to furnish to the City an irrevocable letter of credit in the estimated amount of PDC's portion of the construction costs of the interior boulevard, consistent with rules and regulations contained in that certain document known as the "Developer's Agreement" prepared by the City. City agrees to delay requiring construction of said boulevard for a period of at least three (3) years from execution of this agreement.

E. POLE LINE ROAD RIGHT OF WAY

Agrees, that a right-of-way, approximately thirty feet (30') in depth, along Pole Line Road, shall be identified on said plat and dedicated to the City.

F. CODES

All construction done by PDC shall be to the standards established by any applicable codes.

G. DRAINAGE AND SEWAGE

Will construct surface drainage and sewage collection facilities to applicable City standards. City water and sewer service will be used and paid for by PDC at the rates set by applicable City ordinances and regulations.

H. LIFE ESTATE

PDC agrees that those areas on the site plan attached hereto as Exhibit "B" and identified as either future development or life estate are to be considered future PUD's and will not be developed by PDC except under the planned unit development concept.

III.

A. LIGHTING AND TRASH COLLECTION

Lighting shall be to City's standards and requirements. All trash collection points for the shopping center shall be enclosed.

B. LANDSCAPING

Landscaping shall be generally as depicted upon the site plan, and PDC will follow any reasonable requirements made by the City with respect to landscaping.

C. TIME LIMITATION

"C-1 PUD" zone designation on the property described in Exhibit "A" attached hereto is expressly conditioned upon submission to the City Council of a final plat within one (1) year from the date hereof.

D. COOPERATION

The parties hereto agree to cooperate each with the other. PDC shall submit to the City all plans, specifications, and working drawings required by City.

IV

A. STANDARD DEVELOPER'S AGREEMENT

It is understood and agreed by the parties hereto that it shall be necessary for PDC to execute City's standard developer's agreement. Nothing contained in this agreement should be interpreted as inconsistent with any of the terms and provisions of the standard developer's agreement, and in the event that any paragraph, term or condition of this agreement is determined to be inconsistent with the standard developer's agreement, the standard developer's agreement shall control.

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 reduced 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 State 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:

PDC: Price Development Company
35 Century Park-Way
Salt Lake City, Utah 84115
Attention: Carl Olson, Vice President

CITY: City of Twin Falls
P. O. Box 1907
321 Second Avenue East
Twin Falls, Idaho 83303-1907

E. SUCCESSORS AND ASSIGNS

This agreement shall be binding upon the successors,
assigns and legal representatives of the parties hereto.

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
thereby.

G. SIGNATORIES

Each of the persons executing this agreement hereby
represent and warrant that he or she is duly authorized and
empowered to so act on behalf of the entity for which he or she is
signing and that this agreement is binding on, and enforceable
against, such entity.

F. EFFECTIVE DATE

This "PUD" agreement shall become valid and binding only
upon its approval by City, through its City Council, and upon its
execution by the Mayor and PDC.

IN WITNESS WHEREOF, the City has affixed its seal and caused these presents to be executed by its Mayor on the date above written.

CITY OF TWIN FALLS

BY:

PRICE DEVELOPMENT COMPANY

BY:

STATE OF IDAHO)
COUNTY OF TWIN FALLS) ss.

On this 22 day of February, 1984, before me, the undersigned, a Notary Public in and for said State and County, personally appeared Emery Peterson known to me to be the Mayor of the City of Twin Falls, the municipal corporation that executed the within and foregoing instrument, 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.

Dewey Chandler
NOTARY PUBLIC FOR IDAHO
Residence: Twin Falls

My Commission Expires:

August 11, 1984

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On this 17th day of January, 1984, before me,
the undersigned, a Notary Public in and for said State and County,
personally appeared John Price, known to me to be the
President of PRICE DEVELOPMENT COMPANY, a Utah corporation,
the corporation that executed the within and foregoing instrument,
and acknowledged to me that such 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.

Joe L. Stephenson
NOTARY PUBLIC
Residence: Salt Lake City, UT

My Commission Expires:

1-5-87

1985

ADDENDUM TO C-1 PLANNED UNIT DEVELOPMENT AGREEMENT

THIS ADDENDUM and amendment to the C-1 Planned Unit Development Agreement dated February 6, 1984, made and entered into this _____ day of July, 1985, by and between the CITY OF TWIN FALLS, a municipal corporation, State of Idaho (hereinafter called "City"), and PRICE DEVELOPMENT COMPANY, a Utah corporation (hereinafter called "PDC"), whose address is 35 century Parkway, Salt Lake City, Utah 84115.

R E C I T A L S:

1. City and PDC entered into a C-1 Planned Unit Development Agreement dated the 6th day of February, 1984, with respect to a certain tract of land in the City of Twin Falls, State of Idaho, which tract is particularly described as Exhibit "A" attached to said C-1 Planned Unit Development Agreement.
2. PDC has made request of City to amend the said C-1 Planned Unit Development Agreement dated the 6th day of February, 1984, by amending page 5, paragraph D, entitled "Interior Boulevard".
3. City and PDC agree that page 5, paragraph D, of the C-1 planned Unit Development Agreement dated the 6th day of February, 1984, may be amended as stated below:

AMENDMENT

D. INTERIOR BOULEVARD

PDC agrees that a sixty foot (60') right-of-way for the construction of an interior boulevard shall be dedicated to the City as set forth on the plat, previously identified, and that an additional thirty-two foot (32') of right-of-way as legally described in Exhibit "B" attached hereto will be dedicated to the

ADDENDUM TO AGREEMENT, July, 1985 - 1

City by separate deed prior to recordation of the final plat. The City will require the adjacent landowner or landowners, at the time said landowner or landowners make application for a PUD or file a plat, to dedicate to the City sufficient right-of-way for the construction of the sixty foot (60') right-of-way as such is shown on the Magic Valley Mall parcel map approved by the City of Twin Falls. The City agrees that the thirty-two foot (32') right-of-way herein mentioned shall revert to PDC when the adjacent landowner or landowners have dedicated sufficient right-of-way to construct the sixty foot (60') right-of-way mentioned above. The City agrees to execute and record all documents necessary to accomplish said reversion.

PDC also agrees to furnish to the City an irrevocable letter of credit in the estimated amount of PDC's portion of the construction costs of the interior boulevard, consistent with rules and regulations contained in that certain document known as the "Developer's Agreement" prepared by the City at the time of the approval and recordation of the plat. City agrees to delay requiring the construction of said interior boulevard for a period of time which shall be no later than December 1, ¹⁹⁸⁷~~1988~~, or until PDC shall require a building permit for the construction of a fourth anchor tenant, whichever event shall first occur.

IN WITNESS WHEREOF, the City has affixed its seal and caused these presents to be executed by its mayor on the date above written.

CITY OF TWIN FALLS, a municipal
corporation

By Emery A. Petersen
Its Mayor

PRICE DEVELOPMENT COMPANY, a
corporation

By [Signature]
Its President

STATE OF IDAHO
County of Twin Falls

} ss.

On this 23 day of July, 1985, before me, the undersigned, a Notary Public in and for said State and County, personally appeared EMERY A. PETERSEN, known or identified to me to be the Mayor of the CITY OF TWIN FALLS, the municipal corporation that executed the instrument or the person who executed the instrument on behalf of said Corporation, and acknowledged to me that such 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.

Jewel Chandler
NOTARY PUBLIC FOR IDAHO
Residence: Twin Falls
My Commission expires 8/4/88

STATE OF IDAHO
County of TWIN FALLS } ss.

On this 22 day of July, 1985, before me, the undersigned, a Notary Public in and for said State and County, personally appeared REX FRAIZER, known or identified to me to be the EXEC. Vice Pres of PRICE DEVELOPMENT

ADDENDUM TO AGREEMENT, July, 1985 - 3

1995

C-2413
PUD 215

③

ADDENDUM TO C-1 PLANNED UNIT DEVELOPMENT AGREEMENT

This Addendum Agreement is made and entered into this 17th day of April, 1995, by and between the City of Twin Falls, Idaho, a Municipal Corporation (hereinafter called "City") and Fund A, Magic Valley, Inc., whose address is c/o Schroder Real Estate Associates, 437 Madison Avenue, New York, New York, 10022 (hereinafter called "Fund A").

RECITALS:

WHEREAS, the City and Price Development Company, a Utah Corporation, entered into a C-1 Planned Unit Development Agreement for the development of the Magic Valley Mall dated February 6, 1984;

WHEREAS, on July 23, 1985, Price Development Company and the City of Twin Falls executed an Addendum to C-1 Planned Unit Development Agreement; and

WHEREAS, Fund A is the successor of Price Development Company in the Magic Valley Mall, and the above referenced C-1 Planned Unit Development Agreement and Addendum thereto; and

WHEREAS, said C-1 Planned Unit Development Agreement, and Exhibit B thereto, identified certain portions of the project as future development parcels and a life-estate parcel, and required that said parcels could be further improved and developed under a Planned Unit Development concept, subject to the approval of the City; and

WHEREAS, Fund A now desires to further improve and develop the life estate parcel and certain portions of the property within the Magic Valley Mall identified in the C-1 Planned Unit Development Agreement and exhibits thereto, as future development property; and

WHEREAS, Fund A further desires to amend the C-1 Planned Unit Development Agreement to permit the expansion of the Sears Roebuck and Company retail store at the Magic Valley Mall from its present size of 67,671 square feet to 93,271 square feet of enclosed space; and

WHEREAS, the City, at a meeting of it's City Council held on April 4, 1994, considered and approved the proposed expansion of the Sears Roebuck and Company store and the plans and specifications presented by Fund A for the above referenced development and improvement of the life estate parcel and portions of the future development property, and consented to their inclusion in the Planned Unit Development Agreement, subject to certain terms and conditions hereinafter specified; and

WHEREAS, the parties hereto now desire to amend the above referenced C-1 Planned Unit Development Agreement to specifically approve the proposed expansion of the Sears Roebuck and Company retail store and the development and improvement plans

and specifications for the life estate parcel and portions of the future development property;
and

WHEREAS, the parties desire to establish, as a part of this amendment, certain
criteria governing the installation and maintenance of signs within the Magic Valley;

NOW, THEREFORE, the parties hereto, agree as follows:

1. Except as hereinafter expressly amended, the above referenced C-1 Planned Unit Development Agreement dated February 6, 1984, the Amendments thereto entered into on July 23, 1985, shall remain in full force and effect, and shall govern and control the development of the Magic Valley Mall, more particularly described in Exhibit "A" to said Planned Unit Development Agreement.
2. The building currently occupied by the Sears Roebuck and Company retail store may be expanded to 93,271 square feet, subject to all applicable terms and conditions of the above-referenced C-1 Planned Unit Development Agreement dated February 6, 1984, and the terms and conditions of this Addendum Agreement.
3. Subject to the remaining terms and conditions of this Addendum Agreement, the City hereby approves the development and improvement of the life estate parcel and portions of the future development property within the Magic Valley Mall Planned Unit Development (Parcels A, C, N and M) pursuant to the plans and specifications contained on Exhibit "A" hereto. With respect to Parcels A, C, M and N only, the plans and specifications set forth in Exhibit "A" hereto shall supersede and replace all plans and specifications for the development and improvement of those parcels contained in the site plan attached as Exhibit "B" to the above referenced C-1 Planned Unit Development Agreement dated February 6, 1984.
4. Without limiting the provisions set forth in Paragraph 2 immediately hereinabove, it is understood and agreed that the development and improvement herein approved for Parcels A, C, M and N shall include the following major components, and be subject to the following terms and conditions:
 - A. The existing major entrance accessing the Magic Valley Mall from Pole Line Rd. East shall be relocated approximately 110 feet east (to a point 30 feet east of the west boundary of Stoneybrook Subdivision) in a manner which will align it with the intersection of Locust Street South, as proposed on the future street development plans in the Comprehensive Plan for the City of Twin Falls. Further, it is agreed by Fund A that said relocated entrance shall, at it's sole cost and expense, include such conduits and other related improvements necessary to facilitate the future installation of traffic signals at that

intersection; provided, however, that nothing herein contained shall be construed to place on Fund A the obligation to provide, or pay for, any such future traffic signalization.

B. Parcel N, as depicted in the Exhibits to the above referenced C-1 Planned Unit Development Agreement dated February 6, 1984, shall be relocated to a location immediately west of the re-aligned major mall entrance described in sub-paragraph A immediately hereinabove. The exact dimensions and location of said Parcel N shall be as depicted on Exhibit "A" attached hereto.

5. The three (3) existing vehicular accesses from Pole Line Rd. East to the life estate parcel, as shown on Exhibit "B" to the C-1 Planned Unit Development Agreement dated February 6, 1984, are hereby eliminated, and are relocated to the following positions, all of which are more particularly depicted on Exhibit "A" hereto:

- i. A vehicular access approach from Pole Line Rd. East to the newly configured Parcel N.
- ii. A vehicular access approach from Pole Line Rd. East to the parking area serving Parcel C, which approach shall align with the center line of Elm Street.
- iii. A vehicular access approach from Pole Line Rd. East to Parcel A, which approach shall be located immediately east of the controlled access area extending along Pole Line Rd. East from it's intersection with Blue Lakes Boulevard North.

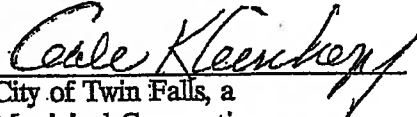
With the exception of the three (3) access points herein described, and the major Magic Valley Mall entrance described in Paragraph 3A hereinabove, no other vehicular access points (curb cuts) shall be permitted on Pole Line Rd. East.

6. The common lot line between Parcel A (Lot 4) and Parcel C (Lot 3), depicted on the official plat for the Magic Valley Mall Subdivision and on Exhibit "B" to the C-1 Planned Unit Development Agreement, shall be shifted and relocated approximately one hundred seventeen (117) feet to the east, to a point where it aligns with a center line of Elm Street at it's intersection with Pole Line Rd. East.

7. A portion of the future development parcel identified in Exhibit "B" to the C-1 Planned Unit Development Agreement, may be developed with a single story building approximately eight thousand five hundred thirty-two (8,532) sq. feet in the configuration, together with an appurtenant interior access and parking areas, all shown as Parcel M on Exhibit "A" hereto.

8. No further or other development or improvement of the life estate parcel, or those portions of the Magic Valley Mall depicted as future development property in the C-1 Planned Unit Development Agreement, and Exhibits thereto, shall occur or be permitted without the prior approval of the City.
9. No deviations, alterations or amendments to the plans and specifications herein approved, and depicted on Exhibit "A" hereto, for the life estate parcel and the portions of the Magic Valley Mall described as future development property, shall be undertaken without the prior consent and approval of the City.
10. All free standing signs hereafter constructed or installed on or within the Magic Valley Mall (the property comprising the Magic Valley Mall being more particularly described in Exhibit "A" to the Planned Unit Development Agreement) shall meet the following specifications:
 - A. All such signs shall meet applicable provision of the Twin Falls City Code.
 - B. Signs meeting the following criteria shall be permitted without a special use permit:
 - i. No sign shall exceed forty (40) square feet of fascia on each side of the sign.
 - ii. All signs shall be installed on a monument base.
 - iii. No sign, including its base, shall be higher than eighty-four inches (84") from existing grade at the location of the sign.
 - iv. There shall not be more than one (1) free standing sign for each approved parcel or building pad within the Magic Valley Mall.

IN WITNESS WHEREOF, this Addendum Agreement has been executed on the day and year first above written.


City of Twin Falls, a
Municipal Corporation
By: Its Mayor

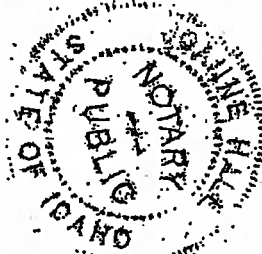

Fund A, Magic Valley, Inc.
By: Its VICE PRESIDENT

STATE OF IDAHO)

County of Twin Falls)

On this 17th day of April, 1995, before me, a Notary Public in and for said County and State, personally appeared Gale Kleinkopf, Mayor of Twin Falls, known or identified to me to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he 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.



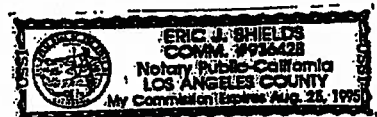
Joanne Hall
NOTARY PUBLIC FOR IDAHO
Residing at: Twin Falls
My Commission Expires: 10-26-2000

STATE OF CALIFORNIA)

County of ORANGE)

On this 25 day of APRIL, 1995, before me, a Notary Public in and for said County and State, personally appeared RANDALL G. FRISK, known or identified to me to be the Vice President of FUND A MARY VALLEY W., whose name is subscribed to the within instrument, and acknowledged to me that he/she 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.



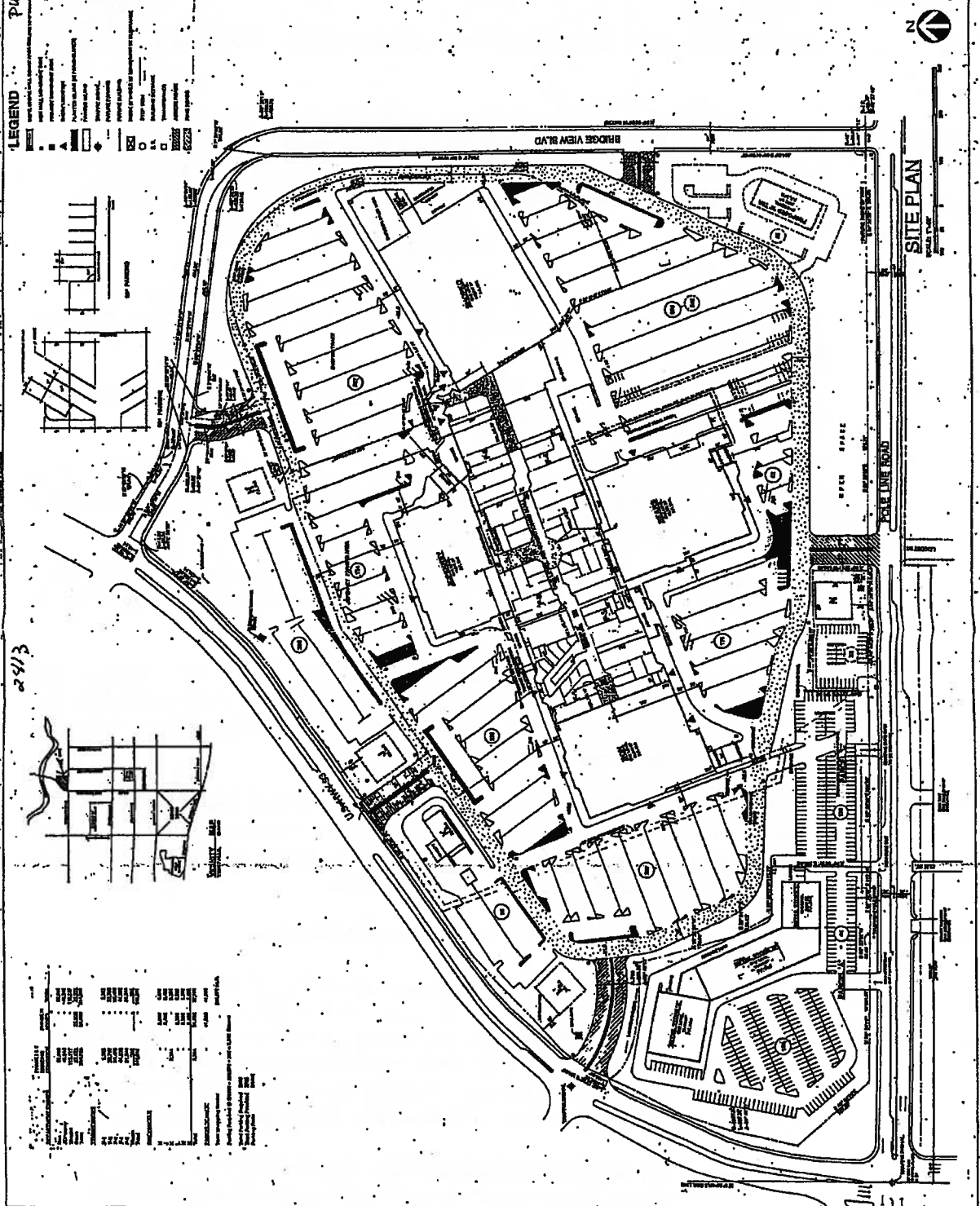
[Signature]
NOTARY PUBLIC FOR CALIFORNIA
Residing at: 1108 PCH STE D SEAL BEACH
My Commission Expires: Aug 25 1995

07019401JER

TWIN FALLS COUNTY, IDAHO
RECORDED FOR: City of Twin Falls
1995 JUL -7 A 9 08

ROBERT S. FORT
EX-OFFICIO RECORDER
FEE: 24.00 DEPUTY: Sho

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2004

Twin Falls County, Idaho

Recorded for:
TWIN FALLS TITLE

02:50pm May 21, 2004

2004-011005

No. of Pages: 3 Fee: \$8.00
KRISTINA GLASCOCK
County Clerk
Deputy: SL

T040120
ADDENDUM TO C-1 PLANNED UNIT DEVELOPMENT AGREEMENT

This Addendum Agreement is made and entered into as of the 21st day of May, 2004, by and between the City of Twin Falls, Idaho, a Municipal Corporation (hereinafter called "City") and Magic Valley Partners, L.P., a Delaware limited partnership, whose address is 124 Johnson Ferry Road, Atlanta, Georgia (hereinafter called "MVP").

Conserved
Copy

RECITALS:

WHEREAS, the City and Price Development Company entered into a C-1 Planned Unit Development Agreement for the development of Magic Valley Mall dated February 6, 1984;

WHEREAS, on July 23, 1985, Price Development Company and the City executed an Addendum to C-1 Planned Unit Development Agreement;

WHEREAS, on April 17, 1995, Fund A, Magic Valley, Inc., a successor to Price Development Company and predecessor in interest to MVP, entered into an Addendum to C-1 Planned Unit Development Agreement;

WHEREAS, the C-1 Planned Unit Development Agreement, as amended, provides that the future development parcel identified in Exhibit "B" thereto may be improved by a building not to exceed 8,532 square feet;

WHEREAS, MVP has requested a modification of the C-1 Planned Unit Development Agreement to provide that the future development of the parcel identified in Exhibit "B" may be permitted in two parcels and two separate buildings containing an aggregate of not more than 8,532 square feet;

WHEREAS, the City, at a meeting of its City Council held on May 17, 2004, considered and approved such modification of the C-1 Planned Unit Development Agreement and the parties hereto now desire to amend the C-1 Planned Unit Development Agreement to include such modification;

NOW, THEREFORE, the parties hereto agrees as follows:

1. Except as hereinafter expressly amended, the above-referenced C-1 Planned Unit Development Agreement dated February 6, 1984, the Addenda thereto entered into on July 23, 1985 and April 17, 1995, shall remain in full force and effect and shall govern and control the development of the Magic Valley Mall, more particularly described in Exhibit "A" to said C-1 Planned Unit Development Agreement.
2. The future development parcel identified in Exhibit "B" to the C-1 Planned Unit Development Agreement may be developed with two

MISSING NEXT PAGE

STATE OF IDAHO

COUNTY OF TWIN FALLS

On this 21 day of May, 2004, before me, a Notary Public in and for said County and State, personally appeared Lance W. Claw, Vice Mayor of Twin Falls, known or identified to me to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he/she executed 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.



Joanne Hall
NOTARY PUBLIC FOR IDAHO
Residing at Twin Falls Idaho
My commission expires: 10-26-2006

STATE OF GEORGIA

COUNTY OF FULTON

On this 19th day of May, 2004, before me, a Notary Public in and for said County and State, personally appeared William G. Brown, Jr., Vice President of Gregory Greenfield & Associates, Inc., known or identified to me to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he executed 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.

APRIL M. ALLEN
NOTARY PUBLIC
COBB COUNTY
STATE OF GEORGIA
MY COMM. EXP. 01-08-08

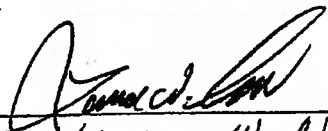
April M. Allen
NOTARY PUBLIC FOR GEORGIA
Residing at Cobb County, Georgia
My commission expires: 01-08-08

buildings containing a total of eight thousand five hundred thirty-two (8,532) square feet in configuration, each having its own appurtenant interior access road and parking area.

3. No further or other development or improvement of those portions of the Magic Valley Mall depicted as future development property in the C-1 Planned Unit Development Agreement and Exhibits thereto shall occur or be permitted without the prior approval of the City.

IN WITNESS WHEREOF, this Addendum to C-1 Planned Unit Development Agreement has been executed as of the day and year first above written.

CITY OF TWIN FALLS,
a municipal corporation

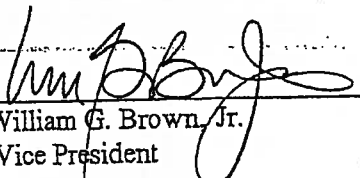
By: 
Name: Lance W Clow
Its Mayor
Vice

MAGIC VALLEY PARTNERS, L.P.,
a Delaware limited partnership

By: GG&A Magic Valley LLC,
its General Partner

By: Gregory Greenfield & Associates, Ltd.,
its Managing Member

By: Gregory Greenfield & Associates, Inc.,
its General Partner

By: 
William G. Brown, Jr.
Vice President

[Notary page attached]

ADDENDUM TO C-1 PLANNED UNIT DEVELOPMENT AGREEMENT
MAGIC VALLEY MALL, LLC

This Addendum Agreement is made and entered into as of the ____ day of _____, 20__, by and between the City of Twin Falls, Idaho, a Municipal Corporation (hereinafter called "City") and Magic Valley Mall L.L.C., a Utah Limited Liability Company whose address is 2733 East Parley's Way, Suite 300, Salt Lake City, Utah 84109.

RECITALS:

WHEREAS, the City and Price Development Company entered into a C-1 Planned Unit Development Agreement for the development of Magic Valley Mall dated February 6, 1984;

WHEREAS, on July 23, 1985, Price Development Company and the City executed an Addendum to C-1 Planned Unit Development Agreement;

WHEREAS, on April 17, 1995, Fund A, Magic Valley, Inc., a successor to Price Development Company and predecessor in interest to Magic Valley Partners, L.P., entered into an Addendum to C-1 Planned Unit Development Agreement;

WHEREAS, on May 21, 2004, Magic Valley Partners, L.P., a successor to Fund A, Magic Valley, Inc. and Price Development Company entered into an addendum to C-1 Planned Unit Development Agreement;

WHEREAS, on November 4, 2004, Magic Valley Mall, L.L.C., a Utah Limited Liability Company was a successor in interest to Magic Valley Partners, L.P. by special warranty deed inst. No. 2004-023931;

WHEREAS, the C-1 Planned Unit Development Agreement, as amended, in section 10 provides for the restriction of all free-standing signs hereafter constructed or installed on or within the Magic Valley Mall;

WHEREAS, Magic Valley Mall, L.L.C., has requested a PUD agreement modification to allow a modification to free-standing sign restrictions at the Magic Valley Mall.

WHEREAS, the City, at a meeting of it's City Council held on April 24, 2006 considered and approved the proposed PUD agreement modifications to allow a modification to free-standing sign restrictions and consented to their inclusion in the Planned Unit Development Agreement, subject to certain terms and conditions hereinafter specified; and

WHEREAS, the parties hereto now desire to amend the above referenced C-1 Planned Unit Development Agreement to allow a modification, to free-standing sign restrictions;

WHEREAS, the parties desire to establish, as a part of this amendment, certain criteria governing the installation and maintenance of signs within the Magic Valley Mall;

NOW, THEREFORE, the parties hereto, agree to modify the sign limitations within PUD Agreement #215 as follows:

1) To allow the maximum height of the monument sign proposed on Bridgeview Boulevard and Blue Lakes Boulevard North to be 9' and could include up to two flag poles w/flags at 25' and 1 flag pole with flag at 35', as presented, to be placed 7' to 10' from irrigation pipe, placement to be determined by City Engineer.

2) To allow the maximum height of the pennant signs to be 17'-0", each pennant may be a maximum 32.6 sq ft; and

3) To allow a maximum of 30 pennant signs – locations to be placed specifically as shown on the Master Sign Plan.

4) Such signs and modifications shall be in full compliance with all applicable building engineering, and zoning regulations.

IN WITNESS WHEREOF, this Addendum Agreement has been executed on the day and year first above written.

City of Twin Falls, a
Municipal Corporation

By: It's Mayor

MAGIC VALLEY MALL, L.L.C.,

By: TF MALL MANAGER L.L.C, a Utah limited liability
corporation, Its Manager

By: Woodbury Corporation, a Utah Corporation, Its Co-
Manager

By: W. Richards Woodbury
W. Richards Woodbury, Its President

By: O. Randall Woodbury
O. Randall Woodbury, Its Vice President

By: THORNTON DEVELOPMENT AND
INVESTMENT, L.L.C., a Utah limited liability
company, Its Co-Manager

By: Scott W. Thornton
Scott W. Thornton, Its Manager

STATE OF IDAHO

COUNTY OF TWIN FALLS

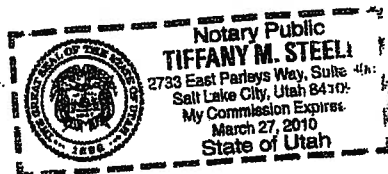
On this ____ day of _____, 20__, before me, a Notary Public in and for said County and State, personally appeared Lance W. Clow, Mayor of Twin Falls, known or identified to me to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he excused same.

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

NOTARY PUBLIC FOR IDAHO
Residing at _____ Idaho
My commission expires: _____

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

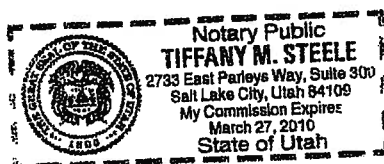
On this 4th day of January, 2007, before me personally appeared W. RICHARDS WOODBURY and O. RANDALL WOODBURY, to me personally known who, being by me duly sworn, did each for himself say that they are President and Vice President for that certain corporation known as WOODBURY CORPORATION, a Co-Manager of TF MALL MANAGER, LLC, a Utah limited liability company, Manager of MAGIC VALLEY MALL LLC, and that the within instrument was executed by them, for and on behalf of said limited liability company.



[Signature]
Notary Public
My commission expires: 3/27/10

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

On this 5th day of January, 2007, before me personally appeared SCOTT W. THORNTON, to me personally known who, being by me duly sworn, did for himself say that he is the Manager for that certain company known as THORNTON DEVELOPMENT AND INVESTMENT, LLC, a Utah limited liability company, a Co-Manager of TF MALL MANAGER, LLC, a Utah limited liability company, Manager of MAGIC VALLEY MALL LLC, and that the within instrument was executed by him, for and on behalf of said limited liability company.



[Signature]
Notary Public
My commission expires: 3/27/10 [Signature]

Twin Falls County, Idaho
 Recorded for:
 CITY OF TWIN FALLS
 10:52am Mar. 04, 1999
 1999-004086
 No. of Pages: 11 Fee: \$33.00
 ROBERT S. FORT
 Ex-Officio Recorder
 Deputy

C-1 PLANNED UNIT DEVELOPMENT AGREEMENT

THIS AGREEMENT is made and entered into this 30 day of March, 1991, by and between the City of Twin Falls, a municipal corporation, State of Idaho (hereinafter called "City"), and Canyon View Properties, a general partnership (hereinafter called "Developer"), whose address is P.O. Box 1901, Twin Falls, Idaho 83303-1901.

RECITALS

WHEREAS, Developer is the owner of that certain tract of land in the City of Twin Falls, State of Idaho, more particularly described in Exhibit "A" attached hereto, which land is bounded by Poleline Road to the Southeast and Bridgeview Blvd. to the West (hereinafter "Property"); 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 subdivision ("Project") on the Property and has submitted to the City a master plan thereof which has been approved for development as a "C-1 PUD" by the Planning and Zoning Commission and the City Council of the City; and

WHEREAS, City, by and through its City Council, has agreed to the development of said land 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 PUD" zone with respect to the Property 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.

2. Nature of the Development. It is agreed by the parties hereto that certain language and requirements pertaining to the "C-1 PUD" zone shall be interpreted as follows:

2.1 Common Area and Homeowners Associations and Maintenance. There is no requirement for common area within the Project.

2.2 Uses. The use language of the underlying "C-1" zone shall apply with regard to permitted uses, special uses and prohibited uses on the Property or any portion thereof.

2.3 Phasing of Development. Developer shall be permitted to develop the property in phases so long as those phases are in compliance with the Master Plan as approved by the Planning & Zoning Commission and the City Council, this PUD Agreement and an approved final plat.

3. Street, Sewer, Water and Drainage Improvements. Developer shall be responsible for the design and construction of street, sewer, water and drainage systems on the Property (hereinafter "Improvements") as described herein in accordance with City standards.

3.1 Improvement Plans. Developer shall, as to each phase of its development, file or cause to be filed with the City a complete set of plans for that development phase, showing all Improvements contemplated within that phase of the development (hereinafter "Improvement Plans"). The Improvement Plans and all Improvements shown thereon shall meet the approval of the City, which approval shall be given if such plans conform with published City requirements. The plans shall be prepared by a registered professional engineer licensed in the State of Idaho.

3.2 Improvement Design and Construction. Developer shall cause to be designed, constructed and installed, in accordance with the approved Improvement Plans and at its expense, all Improvements shown on the Improvement Plans. Notwithstanding the foregoing, nothing in this agreement shall prohibit City participation in the cost or financing of improvements on the Property if mutually agreed to by the parties hereto.

3.3 Phased Construction. Developer may install the Improvements all at once or in phases. Developer shall provide the City with written notification of when and of what portion or portions, of said Improvements it intends to complete at that time; and agrees to make such modifications and/or construct any temporary facilities necessitated by such phased construction work as shall be required and approved by the City, which approval shall not be unreasonably withheld.

3.4 Construction Supervision. Developer shall retain an Idaho registered professional engineer to supervise the construction, surveying, inspection and testing of the work as necessary, to ensure that all such Improvements are constructed in accordance with City standards, specifications, drawings and the approved Improvement Plans.

3.5 Non-Compliance. In the event any of the requirements with regard to the installation of said Improvements are not complied with, 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 will take in excess of thirty days to cure, Developer shall commence to cure within thirty 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 that phase of such "PUD" 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 paragraph, 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 rights of the parties are preserved at law and equity.

3.6 Fees. Developer shall pay, or cause to be paid, to City all applicable fees, if any, with regard to the installation of Improvements pursuant to the Improvement 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.

3.7 Maintenance of Improvements. City hereby agrees to accept maintenance responsibility for the public improvements upon their completion to City standards, except the sewer lift station, which will require a separate, written approval.

4. Plats. Developer agrees to file with City a final plat, prepared by a registered professional surveyor, of the real property which is the subject of this agreement. Final plats shall be submitted specifically identifying and dedicating all necessary public easements and those rights-of-way the City agrees to accept therein and in the Standard Developer's Agreement. It is agreed that said plats and any amendments thereto must first be approved by 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.

5.1 Approval and Construction. All improvements shall be constructed in accordance with engineered drawings and specifications, describing in reasonable detail the work to be performed, which drawings and specifications shall first be approved by City and meet City standards, which approval shall not be unreasonably withheld.

5.2 Building Setbacks. All buildings on lots adjacent to Bridgeview Blvd. are to be constructed with a minimum setback of 25 feet from property line, and all buildings adjacent to Poleline Road are to be constructed with a minimum setback of 93 feet from center line.

5.3 Landscaping. Perimeter landscaping shall be required to be installed on each parcel of the Property and in public rights-of-way adjacent thereto at the time site and building improvements are completed thereon or by the next planting season for the proposed vegetation. Such landscaped perimeter shall be installed from the back of the sidewalk in the public rights-of-way along Bridgeview Blvd. and Poleline Road and shall be extended to the dimensions set forth below.

The depth of the landscaped perimeter on Poleline Road shall be a minimum of thirty feet (30') from the back of the sidewalk or future sidewalk. The depth of landscaping on Bridgeview Blvd. shall be a minimum of 25 feet from the back of the sidewalk.

At the time of development, 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 landscaped perimeter shall be planted in grass with a minimum of one tree per five hundred (500) square feet of landscaped area and a minimum of one shrub per one hundred (100) square feet of landscaped area. At least fifty percent (50%) of the shrubs and trees shall be evergreen. At least fifty percent (50%) of all trees and shrubs shall be from the following groups: Austrian pine, green ash and honey locust. 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. In addition to the foregoing, each individual parcel must also satisfy the landscaping requirements of the underlying "C-1" zone.

Each property owner shall maintain the landscaping on its property and in the public rights-of-way adjacent thereto.

Notwithstanding the foregoing, the commitments made in the Louis Douglas Development Agreement dated February 27, 1979, shall remain in full force and effect for Lot 1, relating to canyon rim setback, construction of rock wall and landscaping.

There shall be a 50' wide public access easement granted at the time of the development of Lot 1 as measured from the canyon rim along a meandering line.

5.4 Building Standards. Buildings and improvements shall comply with the following standards:

- (a) Outside Storage. Refuse and outside storage areas shall be visibly screened from streets and adjacent properties. All such areas shall be located to the rear of the building or to the side of a building, other than street side.

(1b) Utilities. All on-site utility service lines, including electrical lines and telephone lines, located within a parcel shall be placed underground. Any transformer or terminal equipment provided within or immediately adjacent to the parcel shall be visibly screened from the view from streets, with appropriate screening materials.

5.5 Codes. All construction and signage of the Property shall be to the standards established by applicable codes and ordinances.

5.6 Control During Development of Individual Parcels. Developer shall maintain control during development of the Property or any part thereof, through the use of deed restrictions to be recorded referring to the required development criteria contained herein.

5.7 Additional Submittals. Plans and specifications for Phase 2 of the retirement center to be constructed on Lot 2 shall be submitted to the Planning and Zoning Commission for review of the parking and landscaping.

6. Access to Poleline Road. Developer and subsequent property owners agree to prohibit access to Poleline Road along the south boundary of Lot 3.

7. Accesses to Bridgeview Blvd. Developer and subsequent property owners agree to limit the location of accesses from Bridgeview Blvd. to those shown on the preliminary plat or at locations subsequently approved by the City.

8. Time Limitation. "C-1 PUD" zone designation on the property described in Exhibit "A" attached hereto is expressly conditioned upon submission to the City Council of a final plat within one (1) year from the date hereof.

9. Standard Developer's Agreement. It is understood and agreed by the parties hereto that it shall be necessary for Developer to execute City's Standard Developer's Agreement. This agreement shall include the design, maintenance and operation of a sewage lift station.

10. General Provisions.

10.1 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.

10.2 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 reduced to writing and signed by the parties.

10.3 Applicable Law. This agreement shall be construed in accordance with the laws of the State of Idaho.

10.4 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 follow:

Developer: Canyon View Properties
P.O. Box 1901
Twin Falls, Idaho 83303-1901

City: City of Twin Falls
321 Second Avenue East
P.O. Box 1907
Twin Falls, ID 83303-1907

10.5 Successors and Assigns. This agreement shall be binding upon the successors, assigns and legal representatives of the parties hereto. Except for the obligation of Developer set forth in paragraph 5.6, transfer of all or a portion of the Property shall create a novation releasing the transferor from obligations under this agreement with respect to said transferred property.

10.6 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 thereby.

10.7 Signatories. Each of the persons executing this agreement hereby represents and warrants that he or she is duly authorized and empowered to so act on behalf of the entity for which he or she is signing and that this agreement is binding on, and enforceable against, such entity.

10.8 Effective Date. This "PUD" agreement shall become valid and binding only upon its approval by City, through its City Council, and upon its execution by the Mayor and Developer.

10.9 Attorney Fees. In the event that either party should be required to retain an attorney because of the default or breach of the other or to pursue any other remedy provided by law, that party which prevails in any litigation shall be entitled to a reasonable attorney's fees.

10.10 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, by reason of the rule of construction that a document is to be construed more strictly against the person who himself or through his agents prepared the same, it being acknowledged that both parties have participated in the preparation hereof.

10.11 Attachments. All attachments to this agreement and recitals are incorporated herein and made a part hereof as if set forth in full.

10.12 Captions. The captions, section 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 City has affixed its seal and caused these presents to be executed by its Mayor on the date first above written.

CITY OF TWIN FALLS

By: Tom Condie
Tom Condie, Mayor

"City"

CANYON VIEW PROPERTIES

By: Benny Blick
Benny Blick, Partner

By: Gary Blick
Gary Blick, Partner

By: Phil Blick
Phil Blick, Partner

By: G. Kent Taylor
G. Kent Taylor, Partner

"Developer"

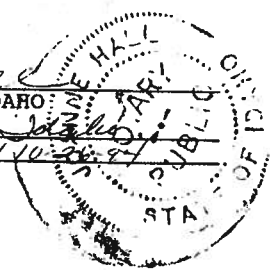
STATE OF IDAHO)
County of Twin Falls) ss.

On this 30th day of January, 1991, before me, the undersigned, a notary public in and for said county and state, personally appeared Tom Condie, known to me to be the Mayor of the City of Twin Falls,

the entity whose name is subscribed to the within instrument or the person who executed the instrument on behalf of said entity, and acknowledged to me that said City of Twin Falls executed the same.

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


NOTARY PUBLIC FOR IDAHO
Residing at Almo, Idaho
Commission Expires 10-26-91

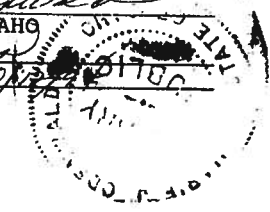


STATE OF IDAHO)
) ss.
County of Twin Falls)

On this 30 day of January, 1991, before me, the undersigned, a notary public in and for said county and state, personally appeared Benny Blick, known to me to be one of the partners in the partnership of Canyon View Properties, and the partner or one of the partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that he executed the same in said partnership name.

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


NOTARY PUBLIC FOR IDAHO
Residing at Almo, Idaho
Commission Expires 10-26-91



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

On this 30 day of January, 1991, before me, the undersigned, a notary public in and for said county and state, personally appeared Gary Blick, known to me to be one of the partners in the partnership of Canyon View Properties, and the partner or one of the partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that he executed the same in said partnership name.

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

Maree J. Odenwald
NOTARY PUBLIC FOR IDAHO

Residing at Hayden

Commission Expires 10/12/94

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

On this 30 day of January, 1991, before me, the undersigned, a notary public in and for said county and state, personally appeared Phil Blick, known to me to be one of the partners in the partnership of Canyon View Properties, and the partner or one of the partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that he executed the same in said partnership name.

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

Maree J. Odenwald
NOTARY PUBLIC FOR IDAHO

Residing at Hayden

Commission Expires 10/12/94

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

On this 1st day of ^{February} January, 1991, before me, the undersigned, a notary public in and for said county and state, personally appeared G. Kent Taylor, known to me to be one of the partners in the partnership of Canyon View Properties, and the partner or one of the partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that he executed the same in said partnership name.

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

Carole Redgway
NOTARY PUBLIC FOR IDAHO

Residing at Twin Falls ID

Commission Expires 10-2-94

JCL\cvp.pud

C-1873

For Value Received G. EDDY TAYLOR and NANCY ANN TAYLOR, husband and wife, hereinafter called the grantor, hereby grants, bargains, sells and conveys unto CANYON VIEW PROPERTIES, a general partnership, whose address is: P. O. box 1901, Twin Falls, Idaho 83301, hereinafter called the grantee, the following described premises in Twin Falls County, Idaho, to-wit:

Section 34: A parcel of land located in the SW1/4, more particularly described as follows: Commencing at the southeast corner of said SW1/4; thence
along the Easterly boundary of said SW1/4 North 1°05'46" East, 75.00 feet to the Northerly right of way boundary or county road, also being the REAL POINT OF BEGINNING; thence
along said road right of way North 89°31'39" West, 606.00 feet; thence
North 7°38'46" East, 2,102.37 feet to a point on the Meander line of a survey by the United States Surveyor's General's Office, April 17, 1918; thence
along said Meander line South 75°43'44" East, 175.74 feet to A.P. 5; thence
along said Meander line South 26°07'54" East, 522.05 feet to a point on the Easterly boundary of said SW1/4; thence
South 1°05'46" West, 1,554.56 feet to the REAL POINT OF BEGINNING.

A parcel of land located in that part of more described parcel B, in the SW1/4 of Section 34, T 9 S., R. 10 E., B. 1 N., Twin Falls County, Idaho, as per map recorded as Instrument No. 774938, Record of Surveys, in the Office of the County Clerk of said county; more particularly described as follows:

Beginning at a point on the Northernly right-of-way line of Pole Line Road, said point lying distance S 120° 40' 00" E, 200.00 feet and N 89° 36' 39" W, 600.00 feet from the Southwest corner of said SW1/4.

Thence the following successive courses:

"A" - Page 1

C-1873

Exhibit "A"

A parcel of land situated in a portion of the SE 1/4 SW 1/4 and Government Lot 4 of Section 34, Township 9 South, Range 17 East, B.M., Twin Falls County, Idaho; said parcel being a portion of "Parcel C" in a Record of Survey Drawing filed November 20, 1983 as Instrument Number 851159 in the office of the recorder of said County; said parcel being more particularly described as follows:

Beginning at the Southeast corner of said SE 1/4 SW 1/4, said point lies S 89°36'39" E, 2642.05 feet from the Southwest corner of said Section 34; thence along the Southerly boundary line of said SE 1/4 SW 1/4 N 89°36'39" W, 300.00 feet, thence N 01°05'46" E, 25.00 feet to the TRUE POINT OF BEGINNING.

Thence N 01°05'46" E, 1091.12 feet;

thence S 88°54'14" E, 10.00 feet to a point of curvature;

thence along a curve to the left, said curve having a radius of 440.00 feet, an interior angle of 42°41'55" and a long chord bearing of N 20°15'11" W, 320.37 feet to a point of curvature; said point lies on the Easterly Right-of-Way line of the Interior Boulevard as shown on the Official Plat of MAGIC VALLEY HALL as recorded in Book 13 of Plats on Page 22 in the Office of the Recorder of said County;

thence along said Easterly Right-of-Way line along a curve to the right, said curve having a radius of 198.36 feet, an interior angle of 23°12'33" and a long chord bearing of S 11°35'08" E, 79.80 feet;

thence continuing along said Easterly Right-of-Way line S 00°01'09" W, 1267.76 feet to a point of curvature;

thence along a curve to the left, said curve having a radius of 15.00 feet, an interior angle of 89°17'48" and a long chord bearing of S 44°47'45" E, 21.145 feet;

thence S 00°00'00" W, 30.00 feet to a point on the Northerly Right-of-Way line of Poleline Road said point lies 25.00 feet Northerly from the South line of said Section 34.

thence parallel to and 25.00 feet Northerly from said South line of Section 34 and along said Right-of-Way line S 68°36'39" E, 49.53 feet to the TRUE POINT OF BEGINNING.

Said described parcel contains 2.289 acres.

75

Drawing No. 8119

EXHIBIT

"A" - page 2

~~C-2473~~
PUD 215

ADDENDUM TO C-1 PLANNED UNIT DEVELOPMENT AGREEMENT

This Addendum Agreement is made and entered into this 17th day of April, 1995, by and between the City of Twin Falls, Idaho, a Municipal Corporation (hereinafter called "City") and Fund A, Magic Valley, Inc., whose address is c/o Schroder Real Estate Associates, 437 Madison Avenue, New York, New York, 10022 (hereinafter called "Fund A").

RECITALS:

WHEREAS, the City and Price Development Company, a Utah Corporation, entered into a C-1 Planned Unit Development Agreement for the development of the Magic Valley Mall dated February 6, 1984;

WHEREAS, on July 23, 1985, Price Development Company and the City of Twin Falls executed an Addendum to C-1 Planned Unit Development Agreement; and

WHEREAS, Fund A is the successor of Price Development Company in the Magic Valley Mall, and the above referenced C-1 Planned Unit Development Agreement and Addendum thereto; and

WHEREAS, said C-1 Planned Unit Development Agreement, and Exhibit B thereto, identified certain portions of the project as future development parcels and a life estate parcel, and required that said parcels could be further improved and developed under a Planned Unit Development concept, subject to the approval of the City; and

WHEREAS, Fund A now desires to further improve and develop the life estate parcel and certain portions of the property within the Magic Valley Mall identified in the C-1 Planned Unit Development Agreement and exhibits thereto, as future development property; and

WHEREAS, Fund A further desires to amend the C-1 Planned Unit Development Agreement to permit the expansion of the Sears Roebuck and Company retail store at the Magic Valley Mall from its present size of 67,671 square feet to 93,271 square feet of enclosed space; and

WHEREAS, the City, at a meeting of its City Council held on April 4, 1994, considered and approved the proposed expansion of the Sears Roebuck and Company store and the plans and specifications presented by Fund A for the above referenced development and improvement of the life estate parcel and portions of the future development property, and consented to their inclusion in the Planned Unit Development Agreement, subject to certain terms and conditions hereinafter specified; and

WHEREAS, the parties hereto now desire to amend the above referenced C-1 Planned Unit Development Agreement to specifically approve the proposed expansion of the Sears Roebuck and Company retail store and the development and improvement plans

and specifications for the life estate parcel and portions of the future development property;
and

WHEREAS, the parties desire to establish, as a part of this amendment, certain criteria governing the installation and maintenance of signs within the Magic Valley;

NOW, THEREFORE, the parties hereto, agree as follows:

1. Except as hereinafter expressly amended, the above referenced C-1 Planned Unit Development Agreement dated February 6, 1984, the Amendments thereto entered into on July 23, 1985, shall remain in full force and effect, and shall govern and control the development of the Magic Valley Mall, more particularly described in Exhibit "A" to said Planned Unit Development Agreement.
2. The building currently occupied by the Sears Roebuck and Company retail store may be expanded to 93,271 square feet, subject to all applicable terms and conditions of the above-referenced C-1 Planned Unit Development Agreement dated February 6, 1984, and the terms and conditions of this Addendum Agreement.
3. Subject to the remaining terms and conditions of this Addendum Agreement, the City hereby approves the development and improvement of the life estate parcel and portions of the future development property within the Magic Valley Mall Planned Unit Development (Parcels A, C, N and M) pursuant to the plans and specifications contained on Exhibit "A" hereto. With respect to Parcels A, C, M and N only, the plans and specifications set forth in Exhibit "A" hereto shall supersede and replace all plans and specifications for the development and improvement of those parcels contained in the site plan attached as Exhibit "B" to the above referenced C-1 Planned Unit Development Agreement dated February 6, 1984.
4. Without limiting the provisions set forth in Paragraph 2 immediately hereinabove, it is understood and agreed that the development and improvement herein approved for Parcels A, C, M and N shall include the following major components, and be subject to the following terms and conditions:
 - A. The existing major entrance accessing the Magic Valley Mall from Pole Line Rd. East shall be relocated approximately 110 feet east (to a point 30 feet east of the west boundary of Stoneybrook Subdivision) in a manner which will align it with the intersection of Locust Street South, as proposed on the future street development plans in the Comprehensive Plan for the City of Twin Falls. Further, it is agreed by Fund A that said relocated entrance shall, at it's sole cost and expense, include such conduits and other related improvements necessary to facilitate the future installation of traffic signals at that

intersection; provided, however, that nothing herein contained shall be construed to place on Fund A the obligation to provide, or pay for, any such future traffic signalization.

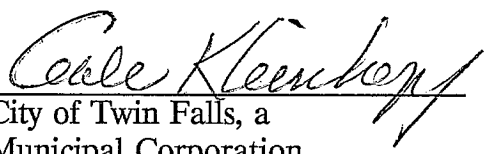
- B. Parcel N, as depicted in the Exhibits to the above referenced C-1 Planned Unit Development Agreement dated February 6, 1984, shall be relocated to a location immediately west of the re-aligned major mall entrance described in sub-paragraph A immediately hereinabove. The exact dimensions and location of said Parcel N shall be as depicted on Exhibit "A" attached hereto.
5. The three (3) existing vehicular accesses from Pole Line Rd. East to the life estate parcel, as shown on Exhibit "B" to the C-1 Planned Unit Development Agreement dated February 6, 1984, are hereby eliminated, and are relocated to the following positions, all of which are more particularly depicted on Exhibit "A" hereto:
- i A vehicular access approach from Pole Line Rd. East to the newly configured Parcel N.
 - ii A vehicular access approach from Pole Line Rd. East to the parking area serving Parcel C, which approach shall align with the center line of Elm Street.
 - iii A vehicular access approach from Pole Line Rd. East to Parcel A, which approach shall be located immediately east of the controlled access area extending along Pole Line Rd. East from it's intersection with Blue Lakes Boulevard North.

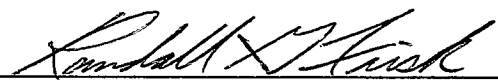
With the exception of the three (3) access points herein described, and the major Magic Valley Mall entrance described in Paragraph 3A hereinabove, no other vehicular access points (curb cuts) shall be permitted on Pole Line Rd. East.

6. The common lot line between Parcel A (Lot 4) and Parcel C (Lot 3), depicted on the official plat for the Magic Valley Mall Subdivision and on Exhibit "B" to the C-1 Planned Unit Development Agreement, shall be shifted and relocated approximately one hundred seventeen (117) feet to the east, to a point where it aligns with a center line of Elm Street at it's intersection with Pole Line Rd. East.
7. A portion of the future development parcel identified in Exhibit "B" to the C-1 Planned Unit Development Agreement, may be developed with a single story building approximately eight thousand five hundred thirty-two (8,532) sq. feet in the configuration, together with an appurtenant interior access and parking areas, all shown as Parcel M on Exhibit "A" hereto.

8. No further or other development or improvement of the life estate parcel, or those portions of the Magic Valley Mall depicted as future development property in the C-1 Planned Unit Development Agreement, and Exhibits thereto, shall occur or be permitted without the prior approval of the City.
9. No deviations, alterations or amendments to the plans and specifications herein approved, and depicted on Exhibit "A" hereto, for the life estate parcel and the portions of the Magic Valley Mall described as future development property, shall be undertaken without the prior consent and approval of the City.
10. All free standing signs hereafter constructed or installed on or within the Magic Valley Mall (the property comprising the Magic Valley Mall being more particularly described in Exhibit "A" to the Planned Unit Development Agreement) shall meet the following specifications:
 - A. All such signs shall meet applicable provision of the Twin Falls City Code.
 - B. Signs meeting the following criteria shall be permitted without a special use permit:
 - i. No sign shall exceed forty (40) square feet of fascia on each side of the sign.
 - ii. All signs shall be installed on a monument base.
 - iii. No sign, including its base, shall be higher than eighty-four inches (84") from existing grade at the location of the sign.
 - iv. There shall not be more than one (1) free standing sign for each approved parcel or building pad within the Magic Valley Mall.

IN WITNESS WHEREOF, this Addendum Agreement has been executed on the day and year first above written.

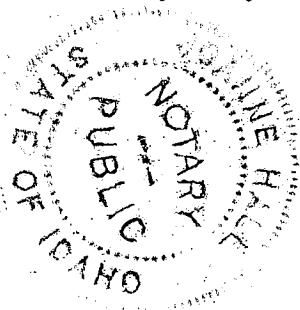

City of Twin Falls, a
Municipal Corporation
By: Its Mayor


Fund A, Magic Valley, Inc.
By: Its VICE PRESIDENT

STATE OF IDAHO)
)
County of Twin Falls)

On this 17th day of April, 1995, before me, a Notary Public in and for said County and State, personally appeared Gale Kleinkopf, Mayor of Twin Falls, known or identified to me to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he 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.

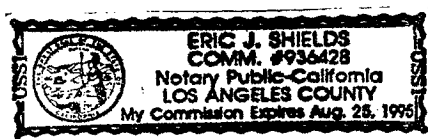


Joanne Hall
NOTARY PUBLIC FOR IDAHO
Residing at: Twin Falls
My Commission Expires: 10-26-2000

STATE OF CALIFORNIA)
County of ORANGE)

On this 25 day of APRIL, 1995, before me, a Notary Public in and for said County and State, personally appeared RANDALL G. FRISK, known or identified to me to be the Vice President of FUND A MARY VALLEY W., whose name is subscribed to the within instrument, and acknowledged to me that he/she 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.



[Signature]
NOTARY PUBLIC FOR CALIFORNIA
Residing at: 1195 PCH STE D SEAL BEACH
My Commission Expires: Aug 25 1995

07019401JER

TWIN FALLS COUNTY, IDAHO
RECORDED FOR: City of Twin Falls

1995 JUL -7 A 9:08

1995010490

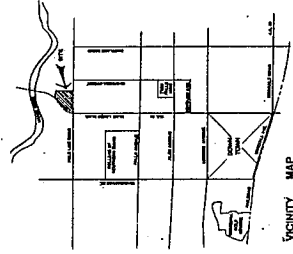
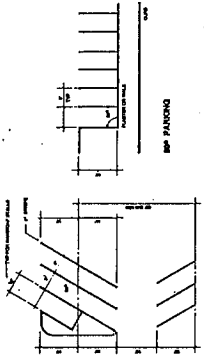
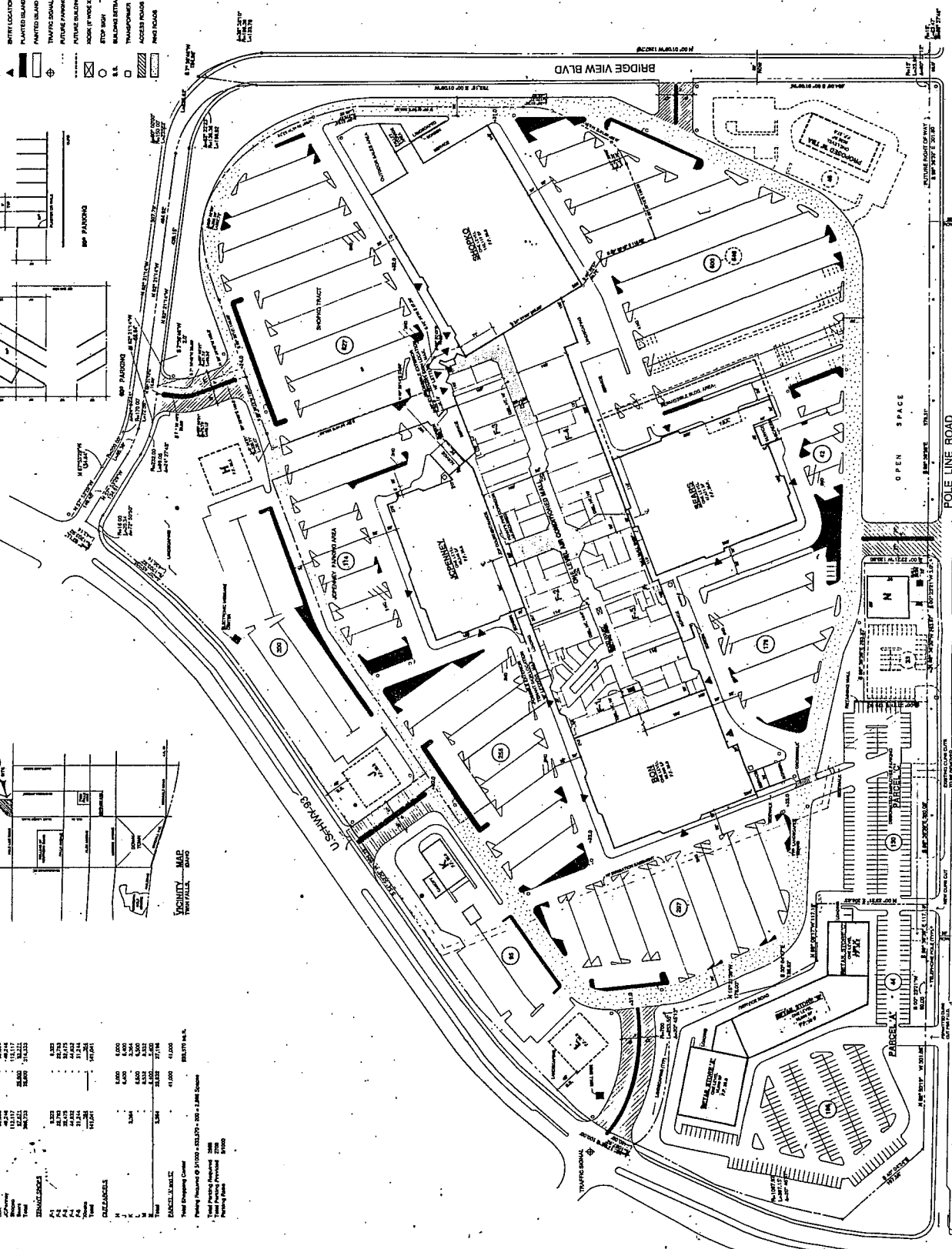
ROBERT S. FORT
EX-OFFICIO RECORDER

FEE: 24.00 DEPUTY: Sh

50 E 47th St
NY, NY 10017
212.661.8650
F A K
212.661.8654

LEGEND

1. HIGH WALL MONUMENT MARK
 2. PROJECT MONUMENT MARK
 3. ENTRY LOCATION
 4. PLANTED ISLAND (IN PARKING AREA)
 5. MARKED ISLAND
 6. TRAFFIC SIGNAL
 7. FUTURE PARKING
 8. FUTURE BUILDING
 9. ACCESS (IF MORE THAN 15' LONG) WITH 1/4 CIRCULARS
 10. STOP MARK
 11. BUILDING DETAILWORK
 12. TRANSFORMATION
 13. ACCESS POINTS
 14. MARK POINTS

[illegible]

SITE PLAN

SCALE: 1"=60'

POLE LINE ROAD

LS Long

1971

10

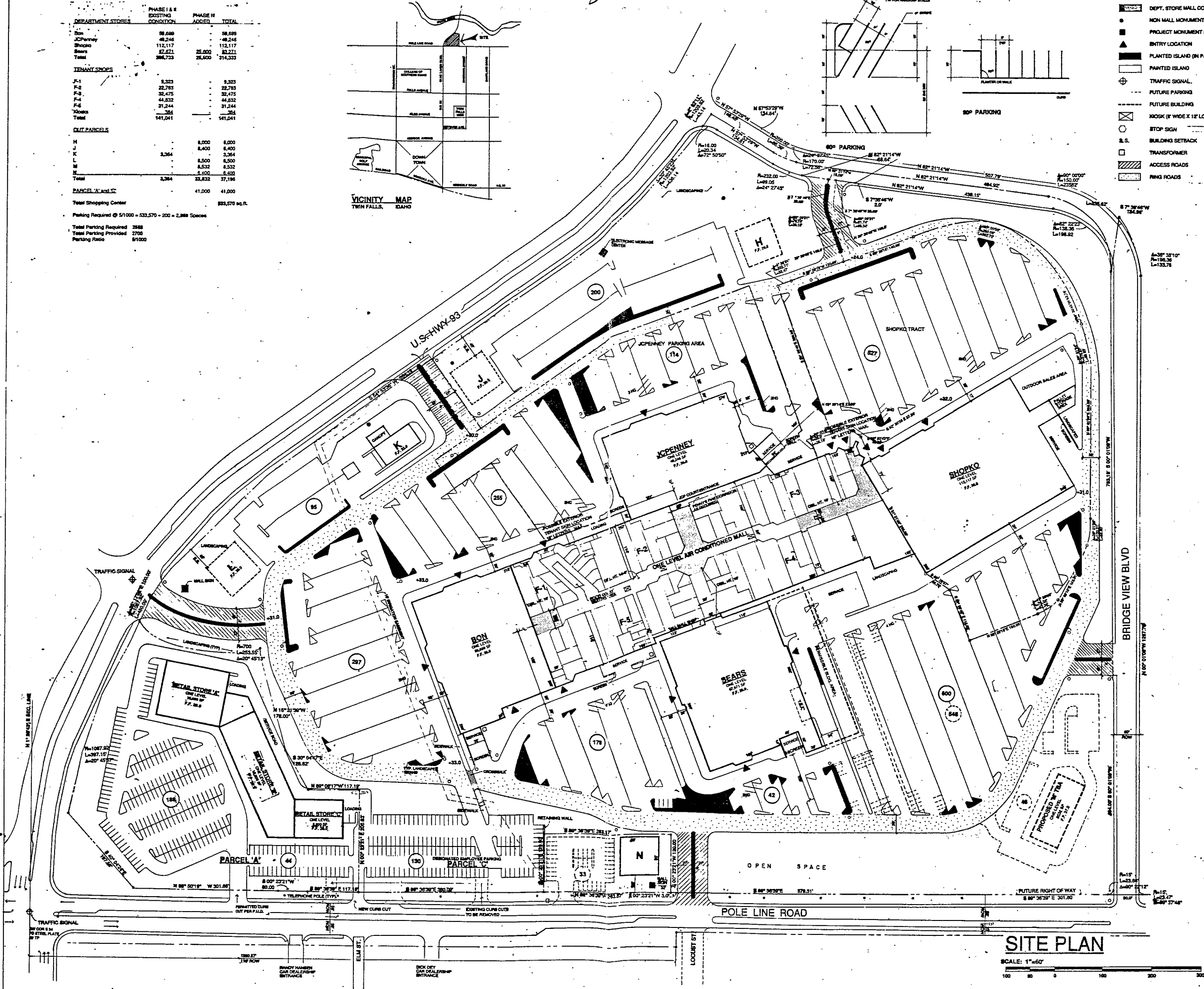
1

11

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749

~~2413~~
PUD-215

[illegible]

LEGEND PUD

BARTELUCE
ARCHITECTS

50 E 42ND ST
NY, NY 10017
212.661.8650
F A X
212 661 8654

SEAL

CONSULTANTS

PROJECT

MAGIC VALLEY
MALL
TWIN FALLS, IDAHO

DRAWING

EXHIBIT 'A'

REVLSIO

REV.1 2 DEC. 93
REV.2 8 DEC. 93
REV.3 28 DEC. 93
REV.4 12 JAN. 94
REV.5 24 JAN. 94
REV.6 26 JAN. 94
REV.7 31 JAN. 94
REV.8 2 FEB. 94

COPY 25

THE SMALL BUSINESS ADMINISTRATION AND PLANS INDICATED OR REPRESENTED BY THE DRAWINGS AND OTHERS BEING PROPERTY OF BAKER & BENTLEY PC ARCHITECTS AND WERE CREATED, EXPOSED AND DEVELOPED BY USE OF ANY OR COMBINATION WITH THE SPECIFIC PROJECT NONE OF SUCH IDEAS, DESIGNS, ADMINISTRATION OR PLANS SHALL BE USED BY OR DISCLOSED TO ANY PERSON OR IN CONNECTION FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMIT OF BAKER & BENTLEY PC ARCHITECTS

PROJECT NO.	8223
DATE	3 OCT 85
SCALE	1"=80'
DRAWN BY	CAF
APPROVED	<i>[Signature]</i>

DRAWING NUMBER

SP-1

T040120
ADDENDUM TO C-1 PLANNED UNIT DEVELOPMENT AGREEMENT

This Addendum Agreement is made and entered into as of the 21th day of May, 2004, by and between the City of Twin Falls, Idaho, a Municipal Corporation (hereinafter called "City") and Magic Valley Partners, L.P., a Delaware limited partnership, whose address is 124 Johnson Ferry Road, Atlanta, Georgia (hereinafter called "MVP").

Confirmed
copyRECITALS:

WHEREAS, the City and Price Development Company entered into a C-1 Planned Unit Development Agreement for the development of Magic Valley Mall dated February 6, 1984;

WHEREAS, on July 23, 1985, Price Development Company and the City executed an Addendum to C-1 Planned Unit Development Agreement;

WHEREAS, on April 17, 1995, Fund A, Magic Valley, Inc., a successor to Price Development Company and predecessor in interest to MVP, entered into an Addendum to C-1 Planned Unit Development Agreement;

WHEREAS, the C-1 Planned Unit Development Agreement, as amended, provides that the future development parcel identified in Exhibit "B" thereto may be improved by a building not to exceed 8,532 square feet;

WHEREAS, MVP has requested a modification of the C-1 Planned Unit Development Agreement to provide that the future development of the parcel identified in Exhibit "B" may be permitted in two parcels and two separate buildings containing an aggregate of not more than 8,532 square feet;

WHEREAS, the City, at a meeting of its City Council held on May 17, 2004, considered and approved such modification of the C-1 Planned Unit Development Agreement and the parties hereto now desire to amend the C-1 Planned Unit Development Agreement to include such modification;

NOW, THEREFORE, the parties hereto agrees as follows:

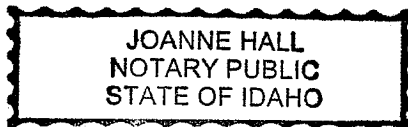
1. Except as hereinafter expressly amended, the above-referenced C-1 Planned Unit Development Agreement dated February 6, 1984, the Addenda thereto entered into on July 23, 1985 and April 17, 1995, shall remain in full force and effect and shall govern and control the development of the Magic Valley Mall, more particularly described in Exhibit "A" to said C-1 Planned Unit Development Agreement.
2. The future development parcel identified in Exhibit "B" to the C-1 Planned Unit Development Agreement may be developed with two

STATE OF IDAHO

COUNTY OF TWIN FALLS

On this 21 day of May, 2004, before me, a Notary Public in and for said County and State, personally appeared Lance W. Claw, Vice Mayor of Twin Falls, known or identified to me to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he/she executed 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.



Joanne Hall
NOTARY PUBLIC FOR IDAHO
Residing at Twin Falls Idaho
My commission expires: 10-26-2006

STATE OF GEORGIA

COUNTY OF FULTON

On this 19th day of May, 2004, before me, a Notary Public in and for said County and State, personally appeared William G. Brown, Jr., Vice President of Gregory Greenfield & Associates, Inc., known or identified to me to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he executed 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.

APRIL M. ALLEN
NOTARY PUBLIC
COBB COUNTY
STATE OF GEORGIA
MY COMM. EXP. 01-08-08

April M. Allen
NOTARY PUBLIC FOR GEORGIA
Residing at Cobb County, Georgia
My commission expires: 01-08-08

ADDENDUM TO C-1 PLANNED UNIT DEVELOPMENT AGREEMENT
MAGIC VALLEY MALL, LLC

This Addendum Agreement is made and entered into as of the 18th day of December, 2007 by and between the City of Twin Falls, Idaho, a Municipal Corporation (hereinafter called "City") and Magic Valley Mall L.L.C., a Utah Limited Liability Company whose address is 2733 East Parley's Way, Suite 300, Salt Lake City, Utah 84109.

RECITALS:

WHEREAS, the City and Price Development Company entered into a C-1 Planned Unit Development Agreement for the development of Magic Valley Mall dated February 6, 1984;

WHEREAS, on July 23, 1985, Price Development Company and the City executed an Addendum to C-1 Planned Unit Development Agreement;

WHEREAS, on April 17, 1995, Fund A, Magic Valley, Inc., a successor to Price Development Company and predecessor in interest to Magic Valley Partners, L.P., entered into an Addendum to C-1 Planned Unit Development Agreement;

WHEREAS, on May 21, 2004, Magic Valley Partners, L.P., a successor to Fund A, Magic Valley, Inc. and Price Development Company entered into an addendum to C-1 Planned Unit Development Agreement;

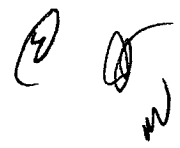
WHEREAS, on November 4, 2004, Magic Valley Mall, L.L.C., a Utah Limited Liability Company was a successor in interest to Magic Valley Partners, L.P. by special warranty deed inst. No. 2004-023931;

WHEREAS, the C-1 Planned Unit Development Agreement, as amended, in section 10 provides for the restriction of all free-standing signs hereafter constructed or installed on or within the Magic Valley Mall;

WHEREAS, Magic Valley Mall, L.L.C., has requested a PUD agreement modification to allow a modification to free-standing sign restrictions at the Magic Valley Mall.

WHEREAS, the City, at a meeting of it's City Council held on April 24, 2006 considered and approved the proposed PUD agreement modifications to allow a modification to free-standing sign restrictions and consented to their inclusion in the Planned Unit Development Agreement, subject to certain terms and conditions hereinafter specified; and

WHEREAS, the parties hereto now desire to amend the above referenced C-1 Planned Unit Development Agreement to allow a modification, to free-standing sign restrictions;



WHEREAS, the parties desire to establish, as a part of this amendment, certain criteria governing the installation and maintenance of signs within the Magic Valley Mall;

NOW, THEREFORE, the parties hereto, agree to modify the sign limitations within PUD Agreement #215 as follows:

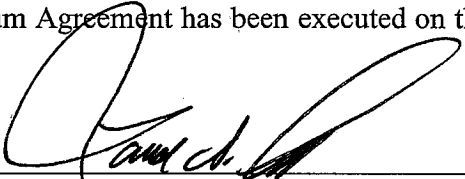
1) To allow the maximum height of the monument sign proposed on Bridgeview Boulevard and Blue Lakes Boulevard North to be 9' and could include up to two flag poles w/flags at 25' and 1 flag pole with flag at 35', as presented, to be placed 7' to 10' from irrigation pipe, placement to be determined by City Engineer.

2) To allow the maximum height of the pennant signs to be 17'-0", each pennant may be a maximum 32.6 sq ft; and

3) To allow a maximum of 30 pennant signs – locations to be placed specifically as shown on the Master Sign Plan.

4) Such signs and modifications shall be in full compliance with all applicable building engineering, and zoning regulations.

IN WITNESS WHEREOF, this Addendum Agreement has been executed on the day and year first above written.



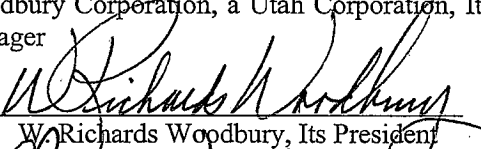
City of Twin Falls, a
Municipal Corporation

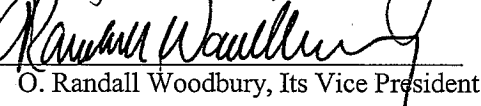
By: It's Mayor

MAGIC VALLEY MALL, L.L.C.,

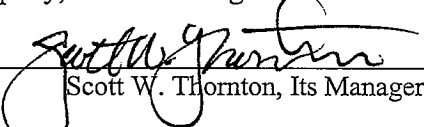
By: TF MALL MANAGER L.L.C, a Utah limited liability corporation, Its Manager

By: Woodbury Corporation, a Utah Corporation, Its Co-Manager

By: 
W. Richards Woodbury, Its President

By: 
O. Randall Woodbury, Its Vice President

By: THORNTON DEVELOPMENT AND INVESTMENT, L.L.C., a Utah limited liability company, Its Co-Manager

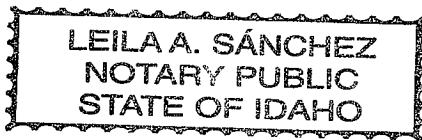
By: 
Scott W. Thornton, Its Manager

STATE OF IDAHO

COUNTY OF TWIN FALLS

On this 19th day of January, 2007 before me, a Notary Public in and for said County and State, personally appeared Lance W. Clow, Mayor of Twin Falls, known or identified to me to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he excused 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.



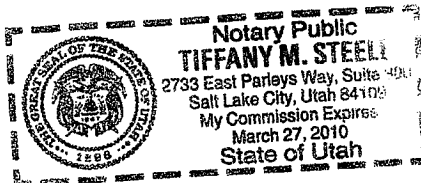
Leila Sanchez
NOTARY PUBLIC FOR IDAHO
Residing at Twin Falls Idaho
My commission expires: 5/18/2012

STATE OF UTAH)

: SS.

COUNTY OF SALT LAKE)

On this 4th day of January, 2007, before me personally appeared W. RICHARDS WOODBURY and O. RANDALL WOODBURY, to me personally known who, being by me duly sworn, did each for himself say that they are President and Vice President for that certain corporation known as WOODBURY CORPORATION, a Co-Manager of TF MALL MANAGER, LLC, a Utah limited liability company, Manager of MAGIC VALLEY MALL LLC, and that the within instrument was executed by them, for and on behalf of said limited liability company.



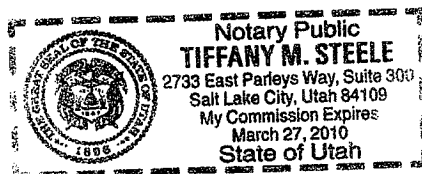
Tiffany M. Steele
Notary Public
My commission expires: 3/27/10

STATE OF UTAH)

: SS.

COUNTY OF SALT LAKE)

On this 5th day of January, 2007, before me personally appeared SCOTT W. THORNTON, to me personally known who, being by me duly sworn, did for himself say that he is the Manager for that certain company known as THORNTON DEVELOPMENT AND INVESTMENT, LLC, a Utah limited liability company, a Co-Manager of TF MALL MANAGER, LLC, a Utah limited liability company, Manager of MAGIC VALLEY MALL LLC, and that the within instrument was executed by him, for and on behalf of said limited liability company.



Tiffany M. Steele
Notary Public
My commission expires: 3/27/10

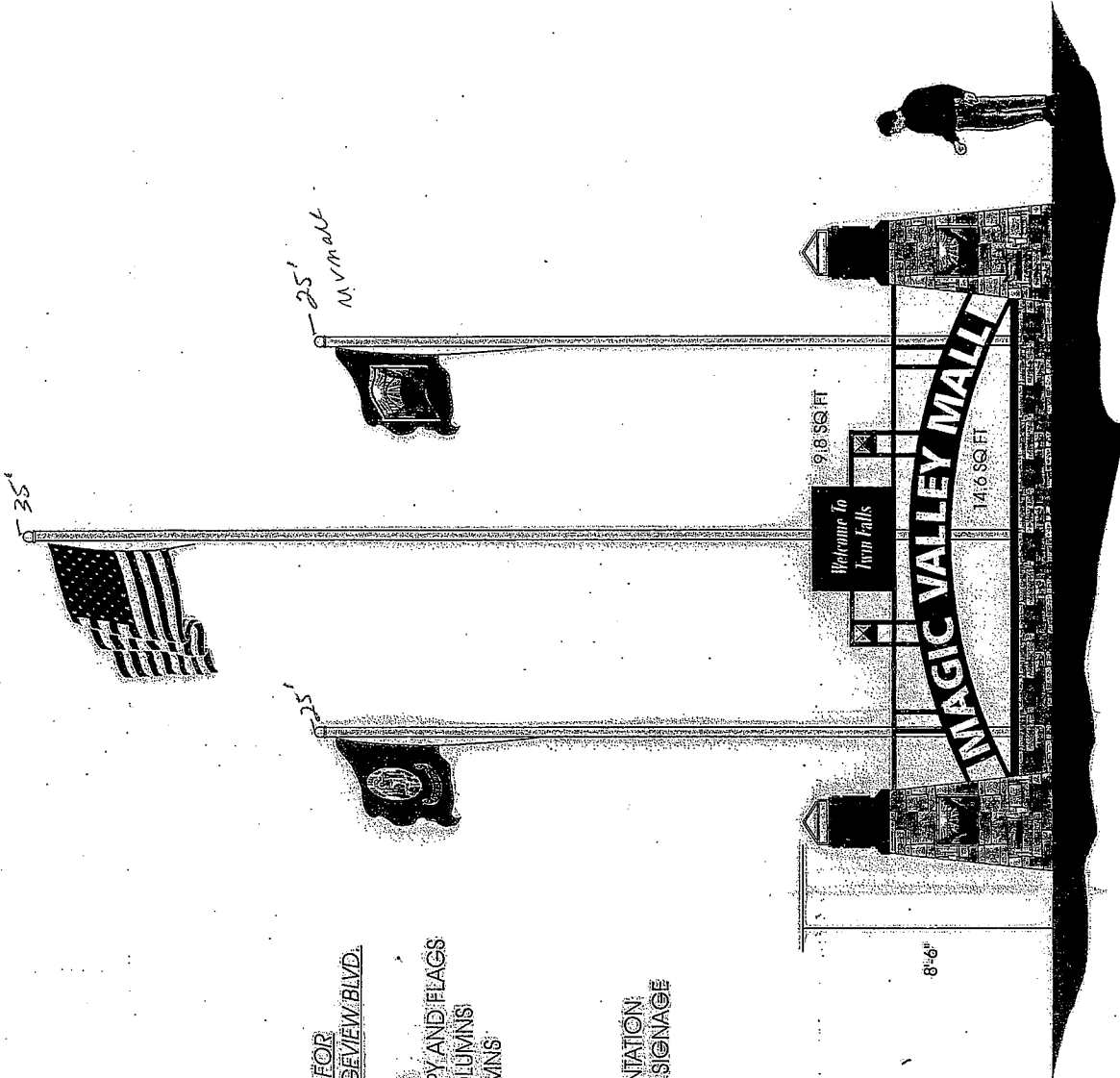
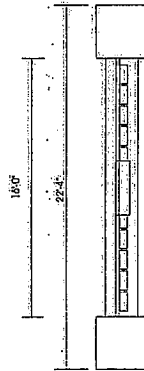
A SINGLE FACE ENTRY MONUMENT FOR
CORNER OF BLUE LAKES BLVD. N AND BRIDGEVIEW BLVD.

FEATURES:

ILLUMINATED CHANNEL LETTERS
FLOOD LIT LOGO GRAPHICS, WELCOME COPY AND FLAGS
CUSTOM LIGHT FIXTURES ON MAIN COLUMNS
CULTURED STONE BASE AND COLUMNS

ARRAY OF 3 FLAG POLES
SHOWN AT 35' AND 25'

*SEE NEXT PAGE FOR ARTIST'S REPRESENTATION
OF ONSITE APPEARANCE OF PROPOSED SIGNAGE



THIS DESIGN IS OFFERED AS A SERVICE TO HELP VISUALIZE PROPOSED SIGN WORK, AS SUCH IT REMAINS THE PROPERTY OF LYLE SIGNS INC. AND MAY NOT BE GIVEN TO ANY THIRD PARTY FOR BID PURPOSES OR USED FOR ANY OTHER PURPOSE WITHOUT WRITTEN CONSENT OF LYLE SIGNS INC.

CLIENT:	MAGIC VALLEY MALL
ADDRESS:	TWIN FALLS, IDAHO
JOB LOCATION:	SAVE
DATE:	8-23-05
SCALE:	1/4"=1'
ACCOUNT EXEC:	R.
DRAWN BY:	B. CROOK
FILE NAME:	MMVALENSHAGE
REVISIONS:	

PAGE 1 OF 1
LYLE SIGNS © 2005



LYLE SIGNS INC.
1995 KIMBERLY RD.
PO. BOX 305
TWIN FALLS, IDAHO 83303-31
208-733-1737
1-800-681-6636
fax 208-736-6653
WWW.LYLESIGNS.COM

#242

proposed Iacon (pennant) locations

U.S. HIGHWAY 93

BRIDGE VIEW BLVD.

POLE LINE ROAD

TACO BELL

JOHNNY'S

THE BOWL

SEAS

EDWARDS

PARADE & ARTS

METAL STORE

METAL STORE 2

VACANT

BRIDGE VIEW BLVD.

SHOPKO

CPENNEY

TEARS

THE BON

WELLS FARGO



U.S. HIGHWAY 93

[illegible]

RETA
STORI

VACANT

POLE LINE ROAD

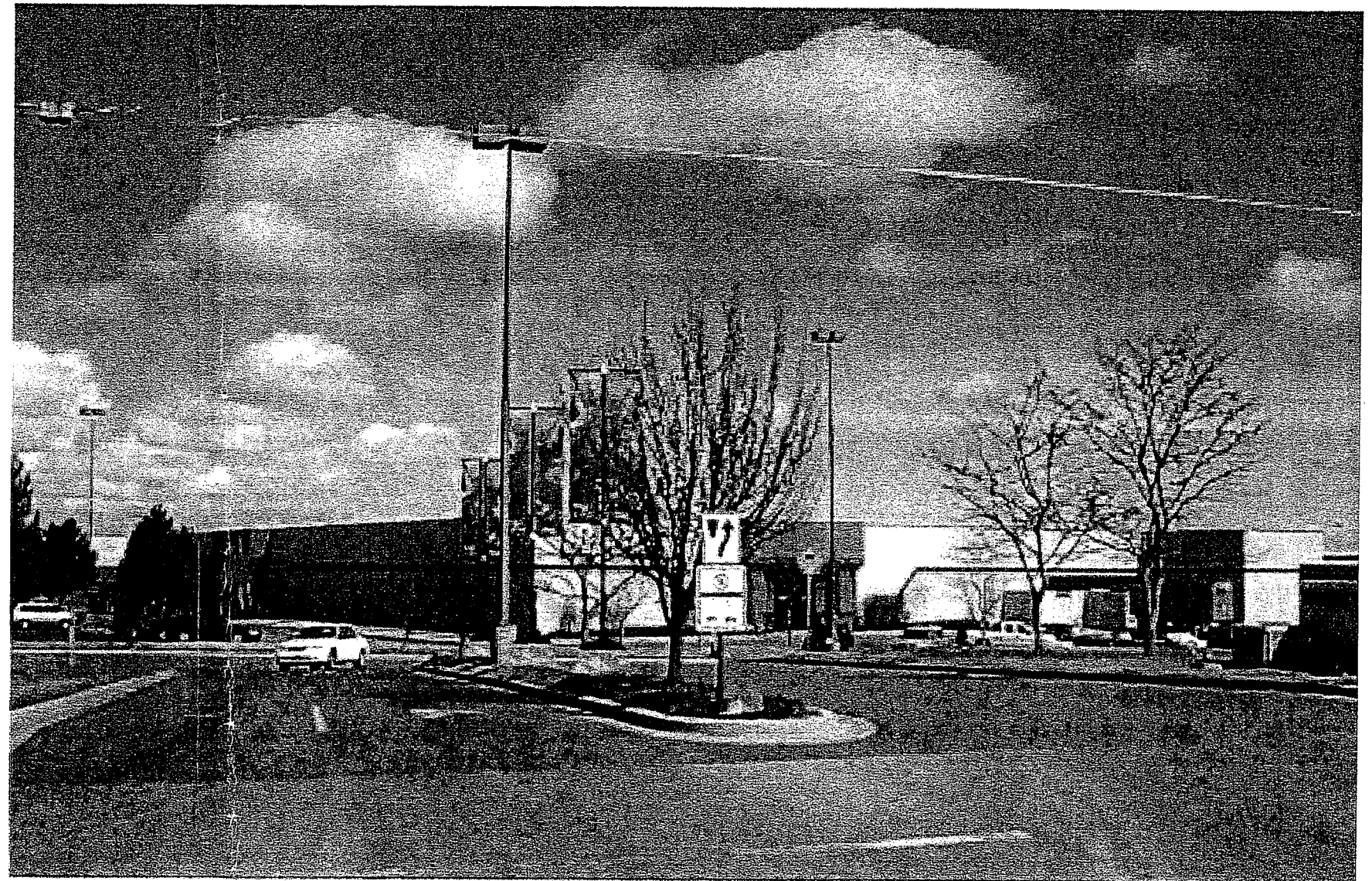
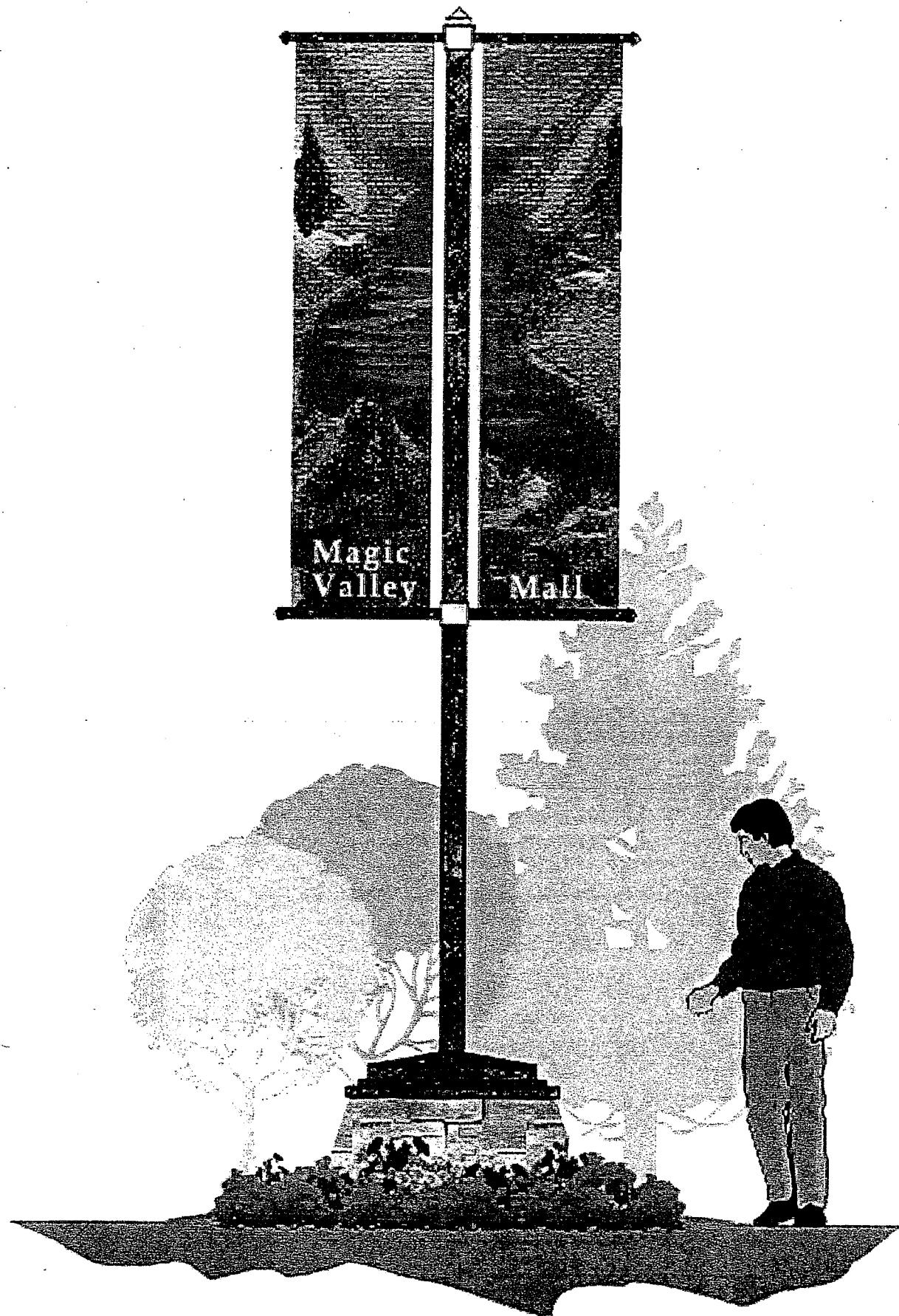
(3)
To be removed

(5) Remove & Replace

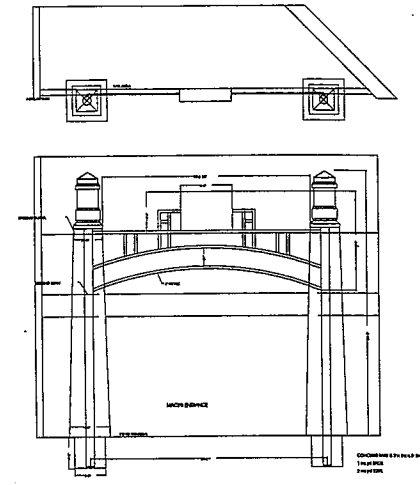
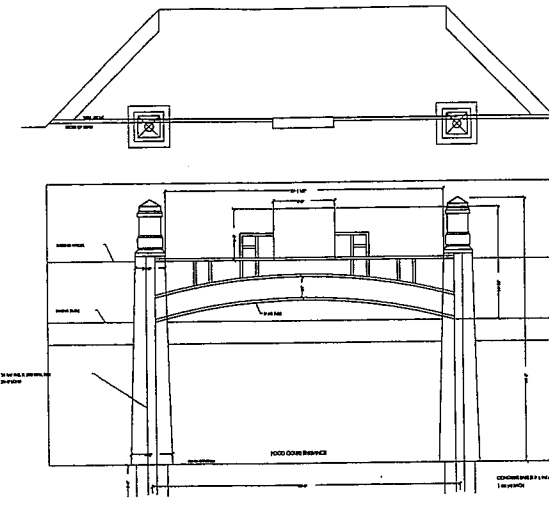
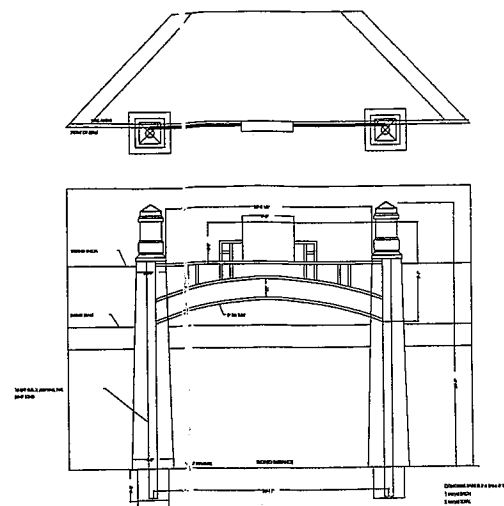
SITE PLAN

2 ←

Magic Valley Mall Marketplace Icons



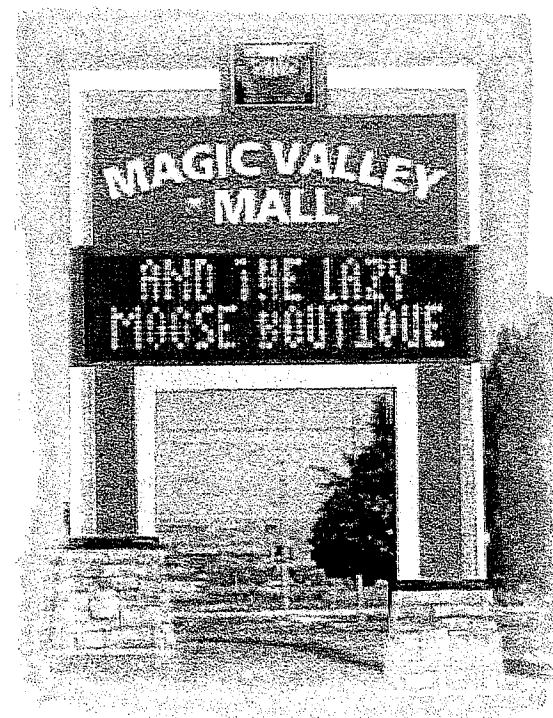
Landscape Art



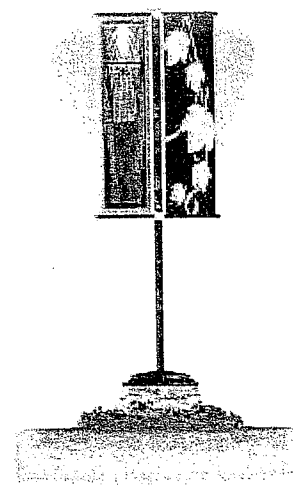
DECORATIVE STOREFRONT FACADES AT MALL ENTRANCES



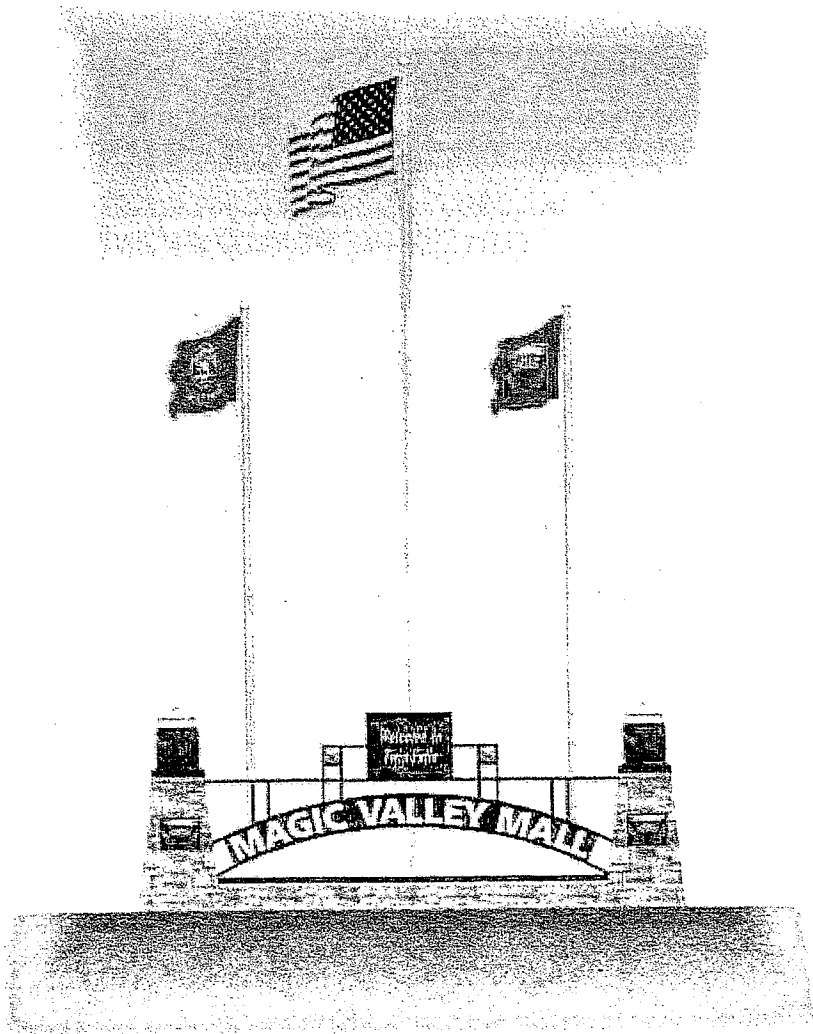
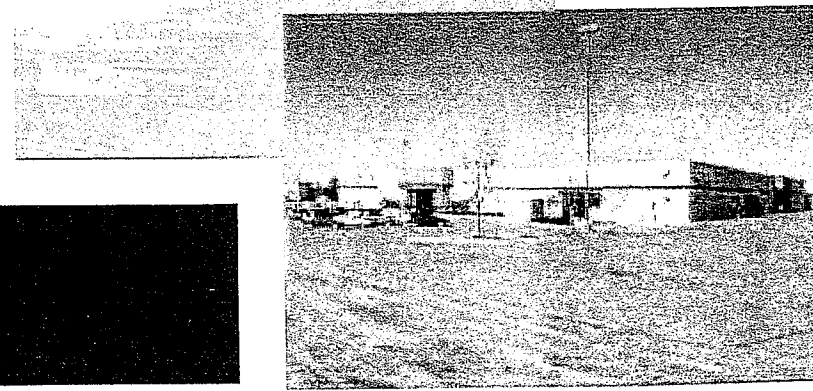
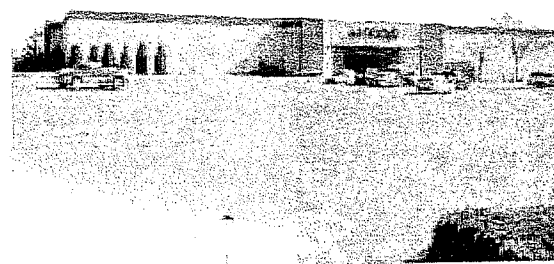
SECONDARY ENTRY MONUMENT



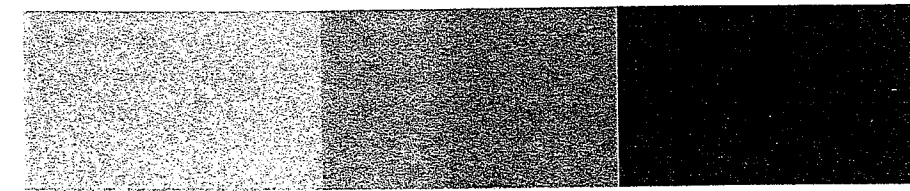
REFURBISH EXISTING SIGN



FESTIVAL ICON



MAIN ENTRY MONUMENT



COLOR SCHEME FOR MAGIC VALLEY MALL REIMAGE....TO INCLUDE SIGNAGE, BUILDING PAINT AND GRAPHICS

PUD-215

COPY

ADDENDUM TO C-1 PLANNED UNIT DEVELOPMENT AGREEMENT
MAGIC VALLEY MALL, LLC

The Addendum Agreement is made and entered into as of the 10th day of January, 2008, by and between the City of Twin Falls, Idaho, a Municipal Corporation (hereinafter called "City") and Magic Valley Mall L.L.C., a Utah Limited Liability Company whose address is 2733 East Parley's Way, Suite 300, Salt Lake City, Utah 84109.

RECITALS:

WHEREAS, the City and Price Development Company entered into a C-1 Planned Unit Development Agreement for the development of Magic Valley Mall dated February 6, 1984;

WHEREAS, on July 23, 1985, Price Development Company and the City executed an Addendum to C-1 Planned Unit Development Agreement;

WHEREAS, on April 17, 1995, Fund A. Magic Valley, Inc., a successor to Price Development Company and predecessor in interest to Magic Valley Partners, L.P., entered into an Addendum to C-1 Planned Unit Development Agreement;

WHEREAS, on May 21, 2004, Magic Valley Partners, L.P., a successor to Fund A, Magic Valley, Inc. and Price Development Company entered into an addendum to C-1 Planned Unit Development Agreement;

WHEREAS, on November 4, 2004, Magic Valley Mall, L.L.C., a Utah Limited Liability Company was a successor in interest to Magic Valley Partners, L.P. by special warranty deed inst. No. 2004-023931;

WHEREAS, on April 11, 2006, Magic Valley Mall, L.L.C., a Utah Limited Liability Company, a successor to Magic Valley Partners, L.P., a successor to Fund A, Magic Valley, Inc. and Price Development Company entered into an addendum to C-1 Planned Unit Development agreement;

WHEREAS, the C-1 Planned Unit Development agreement specifies the areas to be developed within the Magic Valley Mall;

WHEREAS, Magic Valley Mall, L.L.C., has requested a PUD agreement modification to allow for the addition of two (2) new pad sites and the expansion of two existing sites at the Magic Valley Mall;

WHEREAS, the city, at a meeting of its City Council held on April 23, 2007 considered and approved the proposal PUD agreement modification to allow for the addition of two (2) new pad sites and the expansion of two existing sites and consented to their inclusion in the Planned Unit Development agreement, subject to certain terms and conditions hereinafter specified; and

WHEREAS, the parties hereto now desire to amend the above referenced C-1 Planned Unit Development agreement to allow for the addition of two (2) new pad sites and the expansion of two existing sites at the Magic Valley Mall;

TWIN FALLS COUNTY
RECORDED FOR:
TWIN FALLS, CITY OF
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KRISTINA GLASCOCK
COUNTY CLERK
DEPUTY: BHUNTER

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PUD-215

ADDENDUM TO C-1 PLANNED UNIT DEVELOPMENT AGREEMENT
MAGIC VALLEY MALL, LLC

The Addendum Agreement is made and entered into as of the 10th day of January, 2008 by and between the City of Twin Falls, Idaho, a Municipal Corporation (hereinafter called "City") and Magic Valley Mall L.L.C., a Utah Limited Liability Company whose address is 2733 East Parley's Way, Suite 300, Salt Lake City, Utah 84109.

RECITALS:

WHEREAS, the City and Price Development Company entered into a C-1 Planned Unit Development Agreement for the development of Magic Valley Mall dated February 6, 1984;

WHEREAS, on July 23, 1985, Price Development Company and the City executed an Addendum to C-1 Planned Unit Development Agreement;

WHEREAS, on April 17, 1995, Fund A. Magic Valley, Inc., a successor to Price Development Company and predecessor in interest to Magic Valley Partners, L.P., entered into an Addendum to C-1 Planned Unit Development Agreement;

WHEREAS, on May 21, 2004, Magic Valley Partners, L.P., a successor to Fund A, Magic Valley, Inc. and Price Development Company entered into an addendum to C-1 Planned Unit Development Agreement;

WHEREAS, on November 4, 2004, Magic Valley Mall, L.L.C., a Utah Limited Liability Company was a successor in interest to Magic Valley Partners, L.P. by special warranty deed inst. No. 2004-023931;

WHEREAS, on April 11, 2006, Magic Valley Mall, L.L.C., a Utah Limited Liability Company, a successor to Magic Valley Partners, L.P., a successor to Fund A, Magic Valley, Inc. and Price Development Company entered into an addendum to C-1 Planned Unit Development agreement;

WHEREAS, the C-1 Planned Unit Development agreement specifies the areas to be developed within the Magic Valley Mall;

WHEREAS, Magic Valley Mall, L.L.C., has requested a PUD agreement modification to allow for the addition of two (2) new pad sites and the expansion of two existing sites at the Magic Valley Mall;

WHEREAS, the city, at a meeting of its City Council held on April 23, 2007 considered and approved the proposal PUD agreement modification to allow for the addition of two (2) new pad sites and the expansion of two existing sites and consented to their inclusion in the Planned Unit Development agreement, subject to certain terms and conditions hereinafter specified; and

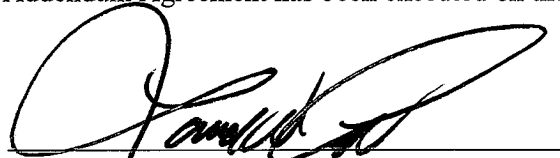
WHEREAS, the parties hereto now desire to amend the above referenced C-1 Planned Unit Development agreement to allow for the addition of two (2) new pad sites and the expansion of two existing sites at the Magic Valley Mall;



NOW, THEREOF, the parties hereto, agree to modify the PUD agreement # 215 as follows:

1. To allow for a 7104 SQ FT building expansion East of the present City Financial and Everybody's Business.
2. To allow for a 12,029 SQ FT building expansion on the South side of the existing Mall Theater.
3. To allow for a future platted lot with additional parking for a 7,500 SQ FT building in the South side, East of Locust Street and North of Pole Line Road.
4. To allow for a future platted lot with additional parking for a 2,500 SQ FT building with drive thru use at the North side of the Mall East of the entrance and South of Bridgeview Blvd.
5. Should 90-Degree parking stalls along the interior roadway on the northeastern portion of the property be developed, as shown on the site plan, Exhibit A-2, city staff can require traffic calming devices to help mitigate some of the impacts of the 90 degree parking.
6. Subject to site plan amendments as required by Building, Engineering, Fire, and Zoning Officials to ensure compliance with all applicable City Code requirements and standards.

IN WITNESS WHEREOF, this Addendum Agreement has been executed on the day and year first above written.



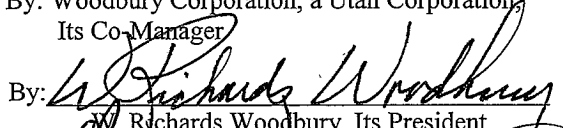
City of Twin Falls, a
Municipal Corporation

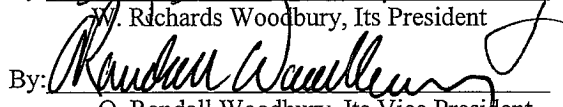
By: It's Mayor

Magic Valley Mall, L.L.C.,

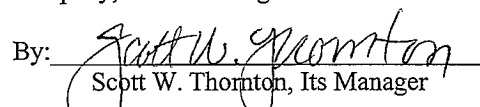
By: TF MALL MANAGER L.L.C., a limited
liability corporation, Its Manager

By: Woodbury Corporation, a Utah Corporation,
Its Co-Manager

By: 
W. Richards Woodbury, Its President

By: 
O. Randall Woodbury, Its Vice President

By: THORTON DEVELOPMENT AND
INVESTMENT, L.L.C., a Utah limited liability
company, Its Co-Manager

By: 
Scott W. Thornton, Its Manager



STATE OF IDAHO

COUNTY OF TWIN FALLS

On this 10th day of January, 20 12, before me, a Notary Public in and for said County and State, personally appeared Lane W. Clow, Mayor of Twin Falls, known or identified to me to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he 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.



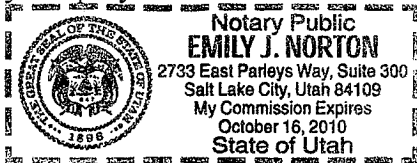
Leila A. Sanchez
NOTARY PUBLIC FOR IDAHO
Residing at Twin Falls Idaho
My commission expires: 5-18-2012

STATE OF UTAH)

:SS.

COUNTY OF SALT LAKE)

On this 2nd day of January, 20 08, before me personally appeared W. RICHARDS WOODBURY and O. RANDALL WOODBURY, to me personally known who, being by me duly sworn, did each for himself say that they are President and Vice President for that certain corporation known as WOODBURY CORPORATION, a Co-Manager of TF MALL MANAGER, L.L.C., a Utah limited liability company, Manager of MAGIC VALLEY MALL LLC, and that the within instrument was executed by them, for and on behalf of said limited liability company.



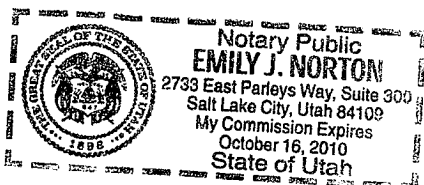
Emily J. Norton
Notary Public
My commission expires: 10/16/10

STATE OF UTAH)

:SS.

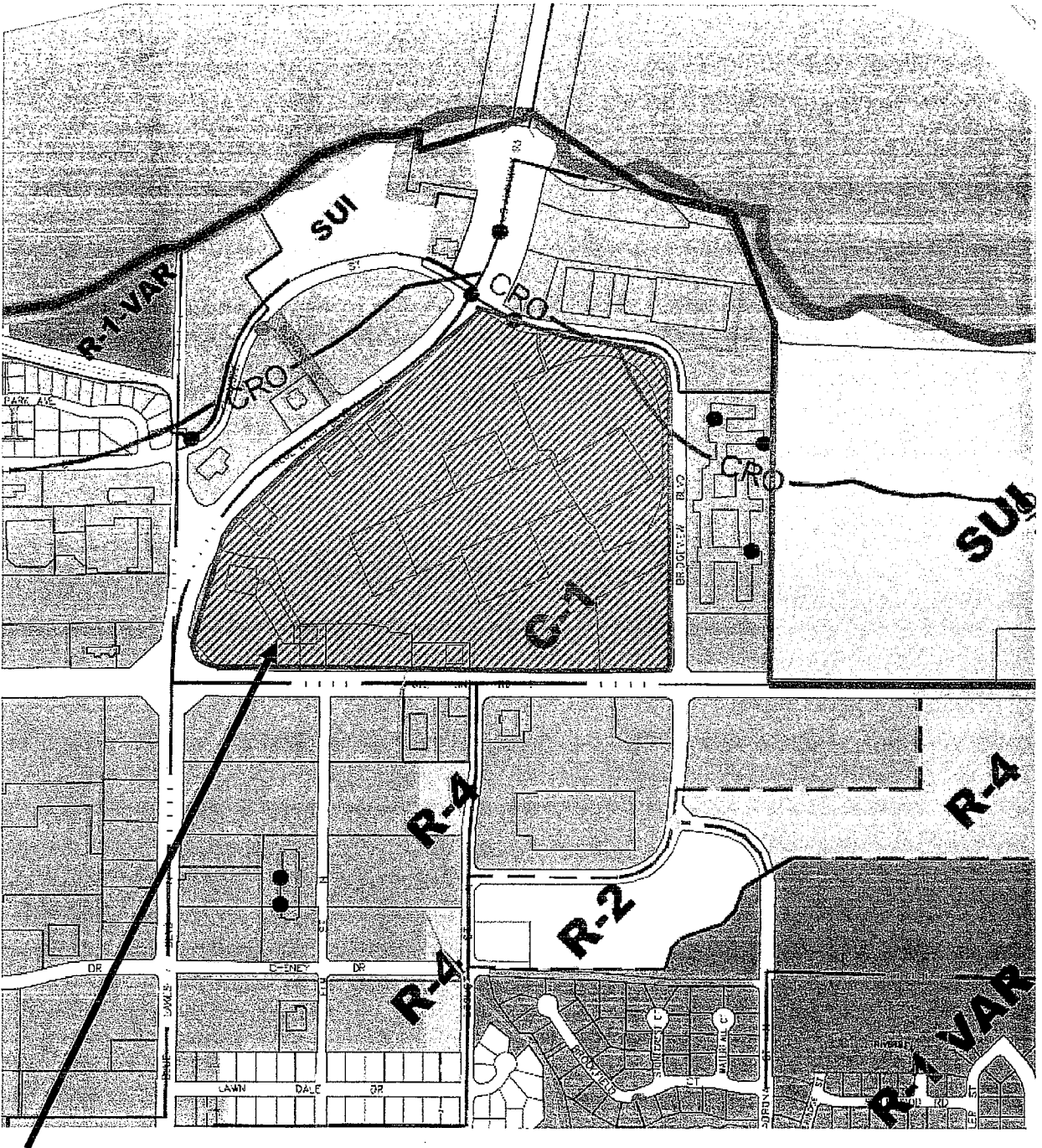
COUNTY OF SALT LAKE)

On this 2nd day of January, 20 08, before me personally appeared SCOTT W. THORNTON, to me personally known who, being by me duly sworn, did for himself say that he is the Manager for that certain company known as THORTON DEVELOPMENT AND INVESTMENT, LLC, a Utah limited liability company, Co-Manager of MAGIC VALLEY MALL LLC, and that the within instrument was executed by him, for and on behalf of said limited company.



Emily J. Norton
Notary Public
My commission expires: 10/16/10

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Area Zoning Map

Magic Valley Mall – 1485 Pole Line Road East – Application 2098

Request for a PUD Agreement modification to allow for 4 additional pad sites on property



Aerial Map

Magic Valley Mall – 1485 Pole Line Road East – Application 2098

Request for a PUD Agreement modification to allow for 4 additional pad sites on property

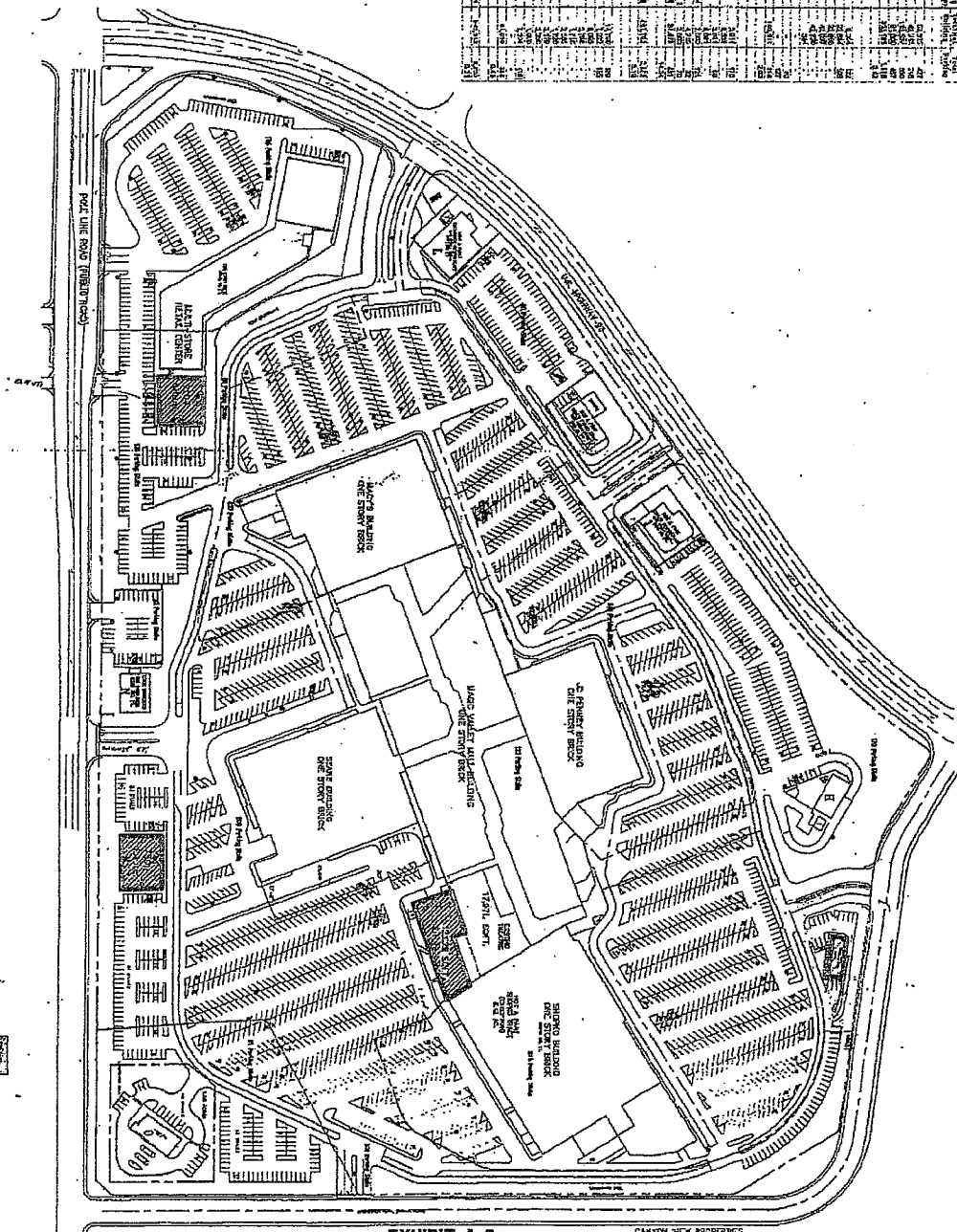
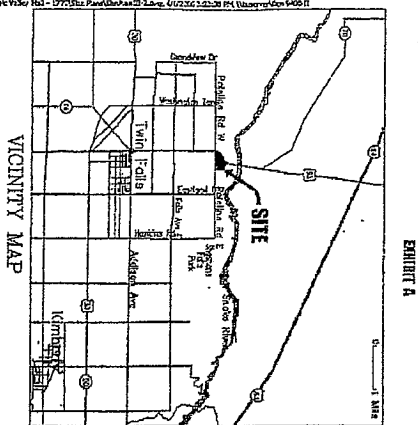
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EXHIBIT A-2

CANYON VIEW PROPERTIES

SD-4

5645-05-2

PRIMEVAL
1988-1990
REPRINTED

MAGIC VALLEY MAIL
TWIN FALLS, IDAHO



WOODBURY
CORPORATION

EDNA S. TOWNSEND AND ASSOCIATES, ARCHITECTS
2133 EAST FARLEYS WAY, SUITE 300
SALT LAKE CITY, UTAH 84109
(801) 485-7770

Magic Valley Mall - Parking utilization analysis / Holiday Season 2006

Date	Available Parking Spaces	Est. # Occupied spaces	Peak low of vacant spaces(1)	Percent occupied
actual 11/24/06Day after Thanksgiving	2724	2477	247	90.93%
actual 11/25/06 Saturday	2724	2363	361	86.75%
actual 12/2/06 Saturday	2724	2292	432	84.14%
actual 12/09/06 Saturday	2724	2323	401	85.28%
estimate Saturday 12/16/2007	2724	2340	384	85.90%
estimate Saturday 12/23/2007	2724	2415	309	88.64%
estimate Sunday 12/24/2007	2724	2271	453	83.37%

(1) Number of vacant
spaces at the time
when the parking lot
was its fullest.



Northeast quarter of mall



Northwest quarter of mall



Southwest quarter of mall



Main South Entrance to the Mall



Preliminary Presentation: **TUESDAY, January 28, 2014**

Public Hearing: **TUESDAY, February 11, 2014**

To: Planning & Zoning Commission

From: Jonathan Spendlove, Community Development

AGENDA ITEM IV-2

Request: Request for the Commission's recommendation on a request for a PUD Agreement Amendment to amend the WS&V PUD Agreement #263 to allow a mixed use development; consisting of professional office and residential uses, on the remaining undeveloped lots within the WS&V First Amended Subdivision-A PUD, consisting of lots 2-5 Block 1 and totaling 16 (+/-) acres, located west of the 1000 block of Fieldstream Way and southwest of Cheney Drive West, extended c/o John O Fitzgerald, II on behalf of WS&V, LLC (app. 2614)

Time Estimate:

The applicant's presentation may take up to fifteen (15) minutes. Staff presentation will be approximately ten (10) minutes.

Background:

Applicant:	Status: Owner/Developer	Size: 16 (+/-) Acres
W S & V, LLC c/o Douglas Vollmer P.O. Box 31 Twin Falls, ID 83303 208-420-5650 doug@areaidaho.com	Current Zoning: R-6 PRO PUD	Requested Zoning: Amendment to WS&V PUD Agreement #263 and Master Development Plan
	Comprehensive Plan: Urban Village/ Urban Infill	Lot Count: 4 Lots
	Existing Land Use: Undeveloped	Proposed Land Use: mixed use; professional office and residential
Representative:	Zoning Designations & Surrounding Land Use(s)	
John O. Fitzgerald, II <i>Worst, Fitzgerald, and Stover, P.L.L.C.</i> P.O. Box 1428 Twin Falls, ID 83303 jof@magicvalleylaw.com	North: C-1 PUD, agricultural	East: R-2; Fieldstream Way; Fieldstone Subdivision- residential
	South: R-2; Xavier Charter school and LDS Church Building	West: R-1 VAR Aol; Creekside Way (Extended) agricultural
	Applicable Regulations: 10-1-4, 10-1-5, 10-6-1.1 thru 1.4, 10-14-1 thru 7, and the WS&V PUD Agreement #263 and Master Development Plan	

Approval Process:

The first step in the approval process for a PUD amendment is a preliminary presentation before the Planning and Zoning Commission; this took place on Jan 28th 2014. The Second step is a recommendation from the Planning

and Zoning Commission (this public hearing) that will be forwarded to the City Council. The City Council will then render their final decision on the zoning district and zoning map amendment.

Budget Impact:

Approval of this request will impact the City budget as developed residential uses on the property may be assessed at a higher value than undeveloped residential property.

Regulatory Impact:

After a public hearing, a recommendation from the Planning and Zoning Commission for the requested change will allow the request to proceed to the City Council for a decision.

History:

On November 6, 2006 the City Council approved annexation of 36.5 (+/-) acres, which includes this property that is being proposed for a zoning amendment this evening. The site was annexed with the existing R-2 zoning designation. Ordinance #2884 was adopted on November 13, 2006, and later recorded.

On July 8, 2008 the Church of Jesus Christ of Latter Day Saints was granted a Special Use Permit to construct a religious facility on a 5 (+/-) acre parcel located at the southeast corner of this property. On April 25, 2012 the Planning & Zoning Commission reactivated Special Use Permit #1102. As of this date the church has not been constructed.

The WS&V Conveyance Plat, consisting of 30 (+/-) acres and 2 lots, was approved & later recorded on March 12, 2009. The Xavier Charter School was granted a Special Use Permit on December 16, 2008 to develop a public charter school on the southwest corner of this property. The Xavier Subdivision, consisting of 1 - 8.5(+/-) acre lot, was approved by the City Council and recorded on August 19, 2009. The school has been in operation since 2010.

The Cottages, a residential R-4 PUD, was approved by the City Council on Feb 9, 2009. Ordinance #2964 was adopted on March 23, 2009 and later recorded. The project consisted of 6 (+/-) acres located north of the LDS church site and on the west side of Field Stream Way. The project was not developed and was included with a zoning request to rezone 20 acres, including the cottages, in 2010 under an R-6 PRO PUD designation.

A Preliminary PUD presentation for a Zoning District and Zoning Map Amendment from R-2 & R-4 PUD to R-6 PRO PUD was given to the Planning and Zoning Commission on Tuesday, August 10, 2010 followed by a public hearing on August 24, 2010. The City Council approved the request on Sept 20, 2010. Ord #2992 was later recorded. The PUD Agreement was adopted by the City Council on March 12, 2012/recorded on April 18, 2012.

On February 6, 2012 The Council approved the final plat of the WS&V Subdivision – A PUD, subject to seven conditions.

A Preliminary Presentation for a request to allow a PUD Agreement Amendment, for a 60-unit residential apartment complex on Lot 1, +/- 5 acres within the subdivision, was held on September 11, 2012. This was followed by a public hearing on September 25, 2012 for PUD Agreement Amendment. The City Council approved the request for the PUD Amendment on October 22, 2013.

On November 2, 2012 the WS&V Subdivision – A PUD plat was recorded; approval had been given in February of 2012.

On January 28th 2014, a preliminary presentation was given to the Planning and Zoning Commission on a PUD Agreement Amendment to allow a mixed use development on lots 2-5 of the WS&V Subdivision – A PUD.

Analysis:

A Preliminary Presentation for the Commission to consider a request for a PUD Agreement Amendment to amend the WS&V PUD Agreement #263 to allow a mixed use development; consisting of professional office and residential uses, on the remaining undeveloped lots within the WS&V First Amended Subdivision -A PUD, consisting of lots 2-5 Block 1 and totaling 16 (+/-) acres, located west of the 1000 block of Field Stream Way and southwest of Cheney Drive West, extended.

There are multiple proposed changes to Exhibit “C” in the PUD Agreement. They are listed as follows:

#1. Land Use Regulations – (A) Permitted Uses and (B) Special Uses: “Doctor’s Office” was listed under both the Permitted Uses and Special Uses sections; the amendment has eliminated the listing under Special Uses, leaving the use in the Permitted Uses section. In so doing, the numbering of categories in the Permitted Section was also amended to reflect that “Doctor’s Office” is a type of use found under the category of “Medical Facility” and not a separate use unto itself.

According to the applicant, this amendment was performed in order to eliminate conflict within the document.

#2. Land Use Regulations – (A) Permitted Uses:

6. Residential (Unrestricted hours of operation):

a. ~~Detached Accessory~~ accessory buildings (less than 1,000 square feet),

According to the applicant, this amendment was performed in order to clarify that accessory buildings are to be detached accessory buildings. Current City code does make a distinction between these two types of accessory buildings. Current City Code 10-4-6: R-6 Residential Multi-Household: lists accessory buildings (under 1,000 square feet) as a permitted use.

#3. Land Use Regulations – (A) Permitted Uses:

6. Residential (Unrestricted hours of operation):

e. Dwellings – multiple household (max ~~6~~ 8 units),

According to the applicant, this amendment originated from the applicants original application. The applicant points towards the Devon Senior Housing Project located at 1338 North College Road East as an example of a conceptual design of a portion of this subject property. Specifically, this amendment changes the outright permitted use of a multiple household from 6 dwelling units per building, to 8 dwelling units per building.

#4. Land Use Regulations – (B) Special Uses:

7. Residential

- a. Detached accessory buildings (more than 1,000 square feet) associated to a residential use i.e., carports, garages, clubhouse and other accessory buildings,

According to the applicant, this amendment was performed in order to clarify the types of detached accessory buildings that may need a special use permit if they are more than 1,000 square feet.

#5. Land Use Regulations – (B) Special Uses:

7. Residential

- f. Dwellings – Multiple household (more than 8 units to a maximum of 12 units)

According to the applicant, this amendment originated from the applicants original application. The applicant points towards the Devon Senior Housing Project located at 1338 North College Road East as an example of a conceptual design of a portion of this subject property. Specifically, this amendment will require a project that wishes to have more than the outright permitted number of 8 dwelling units per building to get a Special Use Permit before establishing the use. It also places a maximum of 12 dwelling units per building on the project.

#6. Land Use Regulations – (D) Property Development Standards:

1. Use of Lots: Under section (A) PERMITTED USES hereinabove, ~~Each~~ each building, except accessory structures buildings, shall be located on a separate lot and each such lot and the buildings or structures thereon shall conform to the minimum dimensional standards contained herein. Under section (B) SPECIAL USES hereinabove, multiple buildings, including accessory buildings, may be located on a lot and each such lot and the buildings or structures thereon shall conform to the minimum dimensional standards contained herein.

According to the applicant, this amendment was performed to facilitate WS&V's development and marketing of the subject property in a manageable process yet providing governmental oversight, input and approvals, including opportunity for public comment, without having to trudge through the process to amend the PUD Agreement on a project by project or proposal by proposal basis. The applicant further explains that this amendment would provide the opportunity for a proposed array of multiple buildings consisting of permitted 6 units/building to be constructed on a single lot through the Special Use Permit process. The applicant believes this request is wholly consistent with the City of Twin Falls desire and intention to allow certain uses outright and other uses only with its oversight and approval, including public comment.

#7. Land Use Regulations – (D) Property Development Standards:

7. Access: all lots shall have a 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, or by a recorded easement.

The applicant did not provide a reason for requesting this amendment to the PUD.

#8. Land Use Regulations – (D) Property Development Standards:

12. Building Standards:

- a. Buildings: New buildings are to be designed in such a way as to conform with the general residential nature of the neighborhood. All buildings shall be of residential character with the exteriors of architectural masonry, stone, stucco, ~~or~~ architectural steel siding, wood or cementitious materials (e.g. Hardie board). Building faces shall include windows, setbacks, awnings, parapet variations, material variations, color variations and other architectural treatments to break up large uniform surfaces.

The applicant did not provide a reason for requesting this amendment to the PUD.

#9 Land Use Regulations – (D) Property Development Standards:

12. Building Standards:

- d. Buildings shall have exteriors of architectural masonry, stone, stucco, ~~or~~ architectural steel siding, wood, or cementitious materials (e.g. Hardie board).

The applicant did not provide a reason for requesting this amendment to the PUD.

Possible Impacts of the PUD Amendment as listed above:

#1: Staff does not feel this amendment has a significant impact on the development in terms of design and use of the property. The changes being made are consistent with Current City Code and the overall design of surrounding neighborhoods and existing zoning districts.

#2 & #4: Although City Code does identify detached accessory and accessory buildings differently in our definitions, this amendment will clarify any discrepancy that may have existed. Staff does not feel this amendment will not have a significant impact on the surrounding area in terms of overall design or use of the property.

#3, #5, & #6: In 8 years this area has been up-zoned to include a dramatic increase in available dwelling units and density. In 2006 the area was annexed as an R-2 zoning designation that requires separate lots for each building, and a maximum of 2 dwelling units per building, and no commercial aspect to the development. In 2009, a portion of that area was zoned R-4, which still requires separate lots for buildings, and a maximum of 4

dwelling units in one building (per special use permit). This rezone also brought an inclusion of some commercial/office aspect into a portion of the property. In 2010 the entirety (both R-2 and R-4 PRO areas) was again rezoned to R-6 PRO, this too required each building to be on its own lot, and put a permitted maximum of 6 dwelling units per building. In 2012, a PUD Amendment was approved for a +/- 5 acre portion of the project that allowed multiple buildings on one lot, with a maximum of 6 units per building. This current amendment is asking to increase the permitted number of units per building as well as allow multiple buildings on one lot through a Special Use Permit Process.

The allowance of multiple buildings on one lot is a type of design language not found in any Residential Zone in the Twin Falls City Code. This language is found in the Commercial and Industrial zoning code sections. The Devon Senior Housing project mentioned by the applicant in their letter is found in the C-1: Commercial Highway zoning district.

The amendment to allow 8 dwelling units per building is significantly different from the total allowable units that were possible in 2006 when this area was annexed under the R-2 Zoning district, as well as the subsequent rezone to R-4 PRO that took place in 2009. The approved R-6 PRO PUD currently in effect does place a maximum of 6 dwelling units per building. The base R-6 Zoning District does not have a maximum dwelling unit built into the current code. However, the increase in available density from 6 to 8 units will have an impact on the current uses in the area as well as the potential surrounding uses if approved. Per **City Code 10-6-1.3(A)**: "In residential zoning subdistricts, the number of units per building shall be determined by commission and council action."

The potential for an increase in the amount of possible dwelling units will have an impact on water and sewer services in the area. The recorded subdivision and its lots were calculated at a certain rate of usage for water and sewer. We are unable to determine the actual impacts that may occur due to the conceptual nature of the submitted development plan. Typically, we would be able to ascertain the impacts of these types of developments on a case by case basis when they went through the subdivision process. If the amendment to allow multiple buildings on a lot is approved, we do not have a mechanism that provides for this modeling to be required prior to development of the land. Therefore the extent of the impacts on the surrounding area cannot be determined at this time. We need a new infrastructure model of the water and sewer systems take place prior to any development on Lots 2-5 of the WS&V Subdivision First Amended, due to the changes in capacity being proposed, because there is no way to responsibly size the infrastructure. The flexibility sought by the applicant means the infrastructure size is likely to be too big or too small.

#7: This amendment will have an impact on the design and use of this development. This amendment will change the requirement for roadways built within the PUD. They roadways will no longer have the requirement to build to City of Twin Falls Standards. The roadways will be private, not maintained or accepted by the City. The development plan does not contain any internal roadways, conceptual or otherwise. The impacts of allowing roadways to be designated via easement could lead to issues with the connectivity to

surrounding City Streets. The impacts cannot be determined at this point due to the lack of designated access points on dedicated City Streets.

#8: Staff does not feel this amendment has a significant impact on the development in terms of design and use of the property. The changes being made are consistent with Current City Code and the overall design of surrounding neighborhoods and existing zoning districts.

Conclusion:

Should the Commission be moved to recommend approval of this request as presented, staff recommends the following conditions:

1. Subject to amendments as required by Building, Engineering, Fire, and Zoning Officials to ensure compliance with all applicable City Code requirements and standards and the WS&V PUD #263; a R-6 PRO Planned Unit Development.
2. Subject to a new infrastructure model for sewer and water systems, and corresponding construction plans, being approved by the City prior to any development occurring on Lots 2-5 of the WS&V Subdivision First Amended.
3. Subject to a development plan showing private roadway easements, and access points onto dedicated public roadways, being approved by the City prior to any development on Lots 2-5 of the WS&V Subdivision First Amended; or proposed amendment “Land Use Regulations – (D) Property Development Standards: 7 – Access: ...or by a recorded easement” being removed from the Amended PUD Agreement.

Attachments:

1. Letter of Request
2. Zoning Vicinity & Aerial Map
3. Applicant Submitted Development Plan
4. Current WS&V PUD Agreement
5. Proposed Amendment / Changes
6. Site Photos

**WORST, FITZGERALD &
STOVER, P.L.L.C.**

**RICHARD J. "TUG" WORST
JOHN O. FITZGERALD, II
TIMOTHY J. STOVER
DAVID W. GADD
KARA M. GLECKLER
LOUIS V. SPIKER
KIRK A. MELTON**

Attorneys at Law

November 4, 2013
Hand Delivered

City of Twin Falls
Attn: Jonathon Spendlove
305 3rd Ave. E.
Twin Falls, ID 83301

RE: Request of WS&V, LLC for Amendment to WS&V PUD R-6 PRO PLANNED
UNIT DEVELOPMENT AGREEMENT

Dear Mr. Spendlove:

WS&V, LLC, an Idaho limited liability company ("WS&V"), respectfully comes before you requesting further amendment to WS&V PUD R-6 PRO PLANNED UNIT DEVELOPMENT AGREEMENT (the "PUD Agreement") to correct errors, conflicts and ambiguities in the PUD Agreement, and to amend the development approval process under the PUD Agreement without diminishing the intended governmental oversight and approval of the development of the subject property, to include the opportunity for public comment.

Enclosed is the existing PUD Agreement with the requested amendments identified, by redline revision, at Exhibit "C".

1. Listed under both "Permitted Uses" and "Special Uses" is doctor's office. The first amendment is to delete the doctor's office use from "Special Uses" to correct the error and conflict, and clarify doctor's office is a permitted use. *See* Land Use Regulations, (A) Permitted Uses, section 3.a. and (B) Special Uses, section 4.b.
2. Permitted Uses, section 6.a. is amended to clarify accessory buildings are detached accessory buildings. *Compare* Land Use Regulations, (A) Permitted Uses, section 6.a. and (B) Special Uses, section 7.a. Further, consistent with the R-6 zoning district provisions, Special Uses, section 7.a. is clarified with respect to detached accessory buildings of more than 1,000 square feet.
3. Permitted Uses, section 6.e. is modified to provide "Dwellings – multiple household" to a maximum of eight (8) units from six (6) units; and Special Uses, section 7.f. is modified to provide "Dwelling – multiple household" from more than eight (8) units to a maximum of twelve (12) units.

Main Office: 905 Shoshone Street North, Twin Falls, ID 83301
P.O. Box 1428, Twin Falls, ID 83303-1428
Phone: (208) 736-9900 | Facsimile: (208) 736-9929
www.magicvalleylaw.com

Boise Office: 3858 N. Garden Center Way, Ste. 200, Boise, ID 83703 | (208) 391-4542

These two requested amendments originate from WS&V's original application and the attachments to the PUD Agreement identifying Devon Senior Housing, located at 1338 North College Road East (the corner of North College Road East and Locust Street North) as a conceptual development of a portion of the subject property. Devon Senior Housing is a multiple household complex consisting of twenty-four (24) units per building with detached accessory buildings of more than 1,000 square feet.

4. Section 1 of Property Development Standards is amended to distinguish between uses that are permitted outright under "Permitted Uses" and uses that are allowed by special permit under "Special Uses" to facilitate WS&V's development and marketing of the subject property in a manageable process yet providing governmental oversight, input and approvals, including opportunity for public comment, without having to trudge through the process to amend the PUD Agreement on a project by project or proposal by proposal basis.

Consistent with the existing PUD Agreement, those uses permitted under "Permitted Uses" are permitted outright without further governmental oversight, input or otherwise approval, including without public comment. In contrast, those uses under "Special Uses" are permitted upon the grant of a special use, which invokes governmental oversight, input and approval, including opportunity for public comment. By way of examples:

- If WS&V proposed "dwellings – multiple household" consisting of more than eight (8) units, it is required to seek and obtain a special use permit (the City of Twin Falls' approval with opportunity for public comment) for such development and use of the subject property; and
- If WS&V proposed "dwellings – multiple household" consisting of six (6) units (a permitted use), but desired multiple buildings, such as four buildings of six household units each, on one lot of the subject property, WS&V is required, under Section 1 of Property Development Standards as amended, to seek and obtain a special use permit (the City of Twin Falls' approval with opportunity for public comment) for such development and use of the subject property due to the number of desired buildings on the particular lot of the subject property.

Thus, the requested amendment to Section 1 of Property Development Standards is wholly consistent with the City of Twin Falls desire and intention to allow certain uses outright and other uses only with its oversight and approval, including allowing for public comment on such other uses.

Through counsel, J. Dee May, homeowners within the Fieldstone Subdivision have made objection to WS&V's previously sought amendments (and reconsiderations) to the PUD Agreement. WS&V submits the grant of the foregoing requested amendments to the PUD Agreement are not inconsistent or contrary to the objections previously presented by Mr. May.

Mr. May's clients' objections were couched in the expansion of a prior approval and granting WS&V "carte blanche" ability to develop and market the subject property, under the PUD Agreement, without further governmental oversight, input or otherwise approval, including without public comment. Mr. May wrote in his March 4, 2013 letter to Honorable Mayor Lanting and City Council Members:

We understanding that the goal of every developer is to make a profit; and that this is hard to do in the midst of the national and local economic challenges of the last couple of years. Nevertheless, it is even more important in these unstable times to make sure that over sight of such development projects by our government is not compromised or fast tracked in any way.

J. Dee May March 4, 2013 Letter at pg. 2.

Not contrary to, but consistent with, Mr. May's clients' position, WS&V submits the requested amendments properly and appropriately balance: **(a)** the City of Twin Falls' desire and intent to maintain oversight, input and otherwise approval authority, including public comment on, the development of the subject property; and **(b)** WS&V's ability to develop and market the subject property in a manageable process.

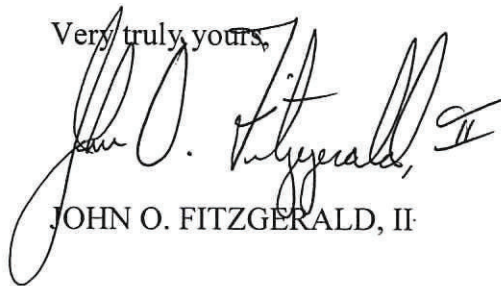
Moreover, the changes proposed by the Amended Planned Unit Development Agreement, in no way impede the PUD's ability to meet the standards set forth in Twin Falls City Code Section 10-6-1.4. Specifically, to the best of our knowledge, information and belief:

- The present or potential surrounding uses of the area include the following: residential housing (single family, duplex and multi-family), school, church facility, potential office and commercial (based upon existing and proposed uses as outlined in the transitional uses identified in the comprehensive plan). The proposed special use and permitted uses of the WS&V PUD are not detrimental to such uses, nor are they detrimental to the health, safety and general welfare of the public.
- The density of the planned unit development is based on the R-6 PRO designation allowing for multi-plex dwelling units, which density is in substantial conformity with the density of surrounding districts. Specifically the density of the surrounding areas are as follows: to the immediate south, church and school, to the future development to the east the R-4 PRO designation has been granted, and the property to the north has been granted the C-1 designation. The land to the west is currently agricultural in nature.

City of Twin Falls
Attn: Jonathon Spendlove
November 4, 2013
Page 4

- The variations from the basic zoning district requirements are as follows:
the allowance of more than one structure on an individual lot. Such variations are warranted by the design and amenities proposed to be incorporated in the final development plan in that any proposed development would be under one ownership and would be only granted through the special use permit, giving opportunity for individual project review and public comment.
- Based upon the general street and utility layout as depicted on the Master Plan, it is our belief that the existing streets and proposed streets and utility services will be suitable and adequate for the proposed development.

Accordingly, WS&V respectfully requests approval of the presented amendments to the PUD Agreement.

Very truly yours,

JOHN O. FITZGERALD, II

JOFII:kmg/clh
Enclosures
cc: Client

WS&V PUD

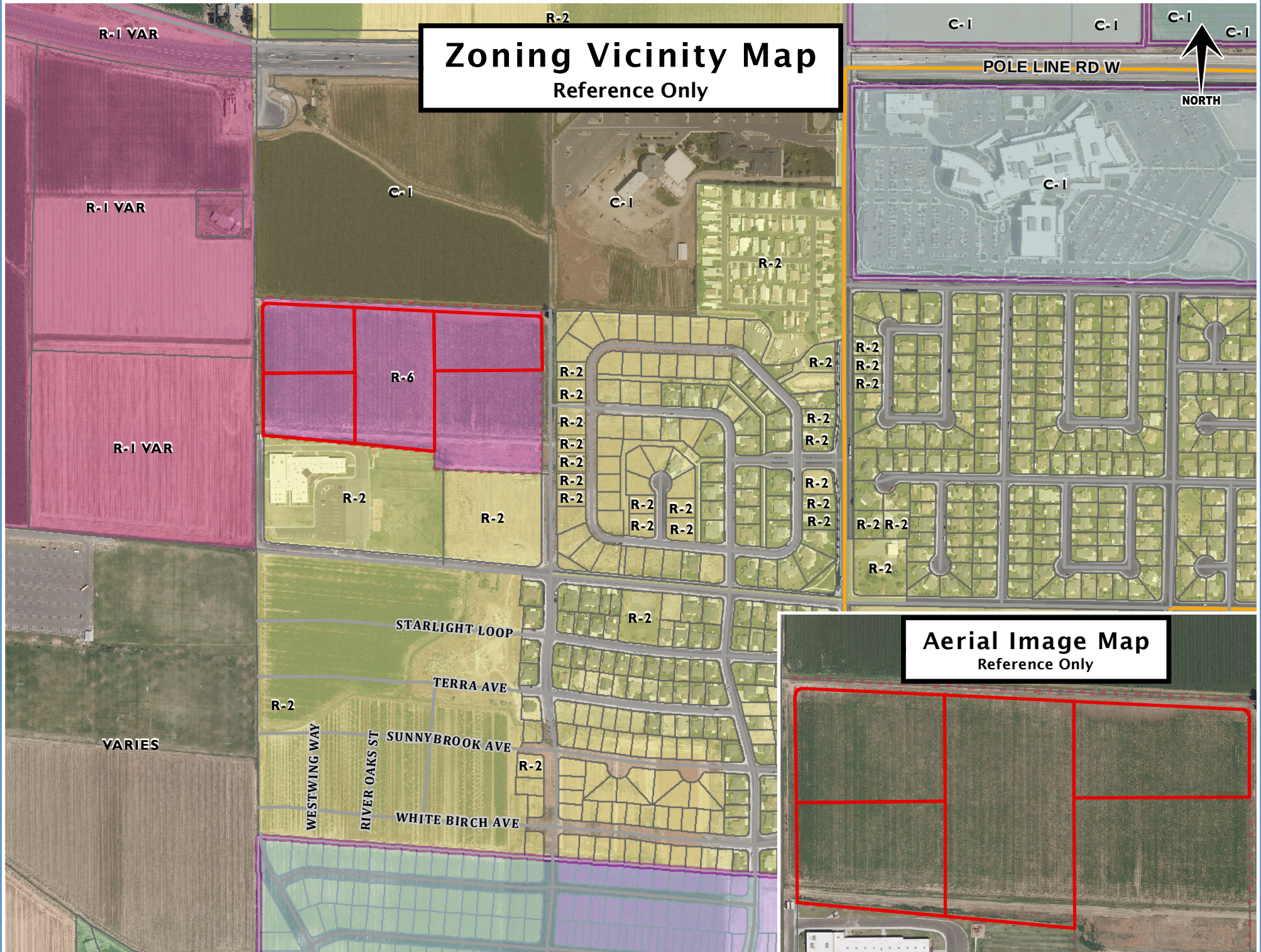
Addendum to R-6 PRO Planned Unit Development Agreement Statement

C.3. DETAILED STATEMENT INFORMATION

- a. The reason for the request is to more clearly define permitted uses and incorporate the ability to allow multiple buildings to be placed on one lot for a residential development as well as associated detached accessory buildings through a special use permit. The request also includes previously approved clarification of residential percentages and building materials.
- b. Proposed changes attached.
- c. This amendment would only change the development by clarifying permitted uses and allowing for a residential multi-family development that can be approved through the special use permit process. It allows the Commission the opportunity to review any multi-family residential development for conformance to the agreement while allowing more than one building to be placed on an individual lot.
- d. The surrounding area should not be changed by this amendment. The normal process would allow for this it would just be more time consuming. The changes proposed do not change the intent of the original PUD it only clarifies some items that weren't originally addressed.

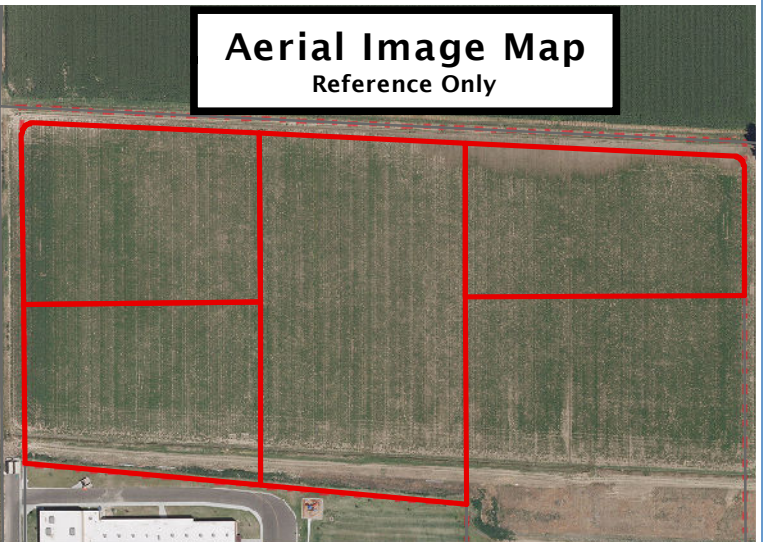
Zoning Vicinity Map

Reference Only



Aerial Image Map

Reference Only



WS&V PUD
R-6 PRO PLANNED UNIT DEVELOPMENT AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 20____, by and between the CITY OF TWIN FALLS, a municipal corporation, State of Idaho (hereinafter called "City"), and WS&V LLC (hereinafter called "Developer"), whose address is PO Box 566, Twin Falls, Idaho 83301-0566.

RECITALS

WHEREAS, Developer is the owner of that 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 north of the northwest corner of the intersection of North College Road and Field Stream Way.

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 medical/professional office and residential (the "Project") on the Property and has submitted to the City a Master Development Plan (Exhibit "B") thereof which has been approved for development as a "R-6 PRO PUD" by the City Council of the City; and

WHEREAS, City, by and through its City Council on September 20, 2010, has agreed to the development of said land 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 and are as follows:

1. Subject to site plan amendments as required by Building, Engineering, Fire and Zoning officials to ensure compliance with all applicable City Zone requirements and Standards and approval of a PUD Agreement prior to recordation of a final plat.
2. Subject to arterial and collector streets adjacent and within the property being dedicated to the City of Twin Falls and to be rebuilt or built to current City standards upon development or change of use of the property.
3. Subject to development meeting or exceeding R-6 PRO Code Requirements and Required Improvements (10-11-1 through 9) and/or subject to compliance with attached - Exhibit "C" W, S & V - R-6 PRO PUD, as approved, or whichever is greater.

COVENANTS

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

I. NATURE OF THE AGREEMENT. This Agreement shall become part of the "R-6 PRO 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.

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

A. Uses: as per "Exhibit C"

1. Except as provided herein, the uses shall be limited to those allowed in the R-6 PRO (PUD) zone (Code Section 10-4-18.2) as amended and attached hereto as "Exhibit C".

B. Lot Area: as per "Exhibit C"

1. Except as provided herein, the minimum lot area per single household dwelling shall be four thousand (4,000) square feet, six thousand five hundred (6,500) square feet for a duplex and the lot area for multiplex dwelling units will increase over the duplex area by two thousand (2,000) square feet per dwelling unit or one thousand (1,000) square feet per unit above or below the ground level unit and attached hereto as "Exhibit C".
2. For medical/professional offices, the lot size shall be of sufficient size to provide for the building, off street parking and landscaping and attached hereto as "Exhibit C".

C. Lot Occupancy: as per "Exhibit C"

No dwelling, including its accessory buildings, shall occupy more than sixty percent (60%) of a lot.

For professional offices, there is no occupancy requirement.

D. Building Size: as per "Exhibit C"

The maximum building size is 14,000 S.F. (a larger building may be allowed with an application for special use permit).

E. Building Height: as per "Exhibit C"

No building shall be greater than 35' above grade, as measured per 10-2-1 of City Code, as amended.

F. Hours of Operation: as per "Exhibit C"

Hours of operation for all professional office buildings shall be 7:00 am to 9:00 pm unless extended hours of operation are permitted with an approved special use permit.

G. Phasing of Development

Developer shall be permitted to develop the property in phases, so long as these phases are in compliance with the Master Development Plan and this PUD Agreement. Approval for each phase may be obtained by submission to the City Engineer of technically correct designs and improvement plans for necessary construction. The designation and location of specific uses on the Master Development Plan are conceptual and changes therefrom shall not provide basis for disapproval of any phase. There shall be no minimum or maximum limit between the occurrence of phases.

III. STREET, SEWER, WATER AND DRAINAGE IMPROVEMENTS.

Developer, or their designee by appropriate agreement, shall be responsible for the design and construction of street, sewer, water and drainage systems on the Property and adjacent right-of-ways (hereinafter "Improvements") as described herein in accordance with City Standards.

A. Improvement Plans. Developer shall file or cause to be filed with the City a complete set of plans showing all improvements contemplated. The Improvement 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 PUD Agreement.

B. Improvement Design and Construction. Developer, at its expense, shall cause all improvements shown on the Improvement Plan to be designed, constructed and installed consistent with approved Improvement Plans except as otherwise provided herein. Notwithstanding the foregoing, nothing in this Agreement shall prohibit City, State or Federal participation in the cost or financing of Improvements on the Property if mutually agreed by the parties hereto.

C. Phased Construction. Developer may install the Improvements at one time, or in phases, as the Developer shall determine in its sole discretion. 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.

- D. Non-Compliance. In the event any of the Improvements are not consistent with the Improvement Plans, the City shall give written notice to Developer of said non-compliance. Developer shall cure said non-compliance within thirty days of its receipt of notice, or in the case of non-compliance that will require in excess of thirty days to cure, Developer shall commence to cure within thirty 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 such "PUD" until such time as 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 paragraph and shall have the right to be heard as to why such building permits and certificates 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.
- E. 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 to the Improvement 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.
- F. 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.

IV. PLATS.

- A. Developer agrees to file with City preliminary plat and final plates prepared by a registered professional engineer, of the real property, which is the subject of this agreement. Preliminary and final plats 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 Standard Developer's Agreement. It is agreed that said plats and any amendments thereto must first be approved by the City.

- V. PARCEL DEVELOPMENT CRITERIA, as per "Exhibit C". The Property or any portion thereof shall be developed in accordance with the criteria set forth in this Section V -- as per "Exhibit C".

- 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.
- B. Landscaping and Planting, as per "Exhibit C".
- C. Landscaping Plan, as per "Exhibit C".
- D. Building Standards, as per "Exhibit C". Buildings and improvements shall comply with the following standards.
 - 1. Architectural Standards. as per "Exhibit C".
 - 2. Outside Storage / Loading Docks. as per "Exhibit C".
 - 3. Utilities. All on-site utility service lines located within a parcel shall be placed underground. Any transformer or terminal equipment provided within or immediately adjacent to the parcel shall be visibly screened from the view from streets, with screening material such as landscaping or other approved material.
 - 4. Sign Plan. All signage shall conform to City of Twin Falls Sign Regulations Ordinance, subject to the following:
 - a) Building Signs. as per "Exhibit C".

VI. STANDARD DEVELOPER'S AGREEMENT. It is understood and agreed by the parties hereto that Developer shall execute the City's Standard Developer's Agreement.

VII. 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 reduced 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".

- E. Successors and Assigns. This Agreement shall be binding upon the successors, assigns and legal representatives of the parties hereto. Transfer of all or a portion of the Property shall create a notation 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 from this Agreement, and the remaining portions thereof shall not be affected.
- G. Signatories. Each of the persons executing this Agreement hereby warrants that he or she is duly authorized and empowered to so act on behalf of the entity for which he or she 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. 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, or to pursue any remedy provided by law, the party, which prevails, shall be entitled to a reasonable attorney's fee.
- J. 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, by reason of the rule of construction that a contract is to be construed more strictly against the person who himself, or through his agents, prepared the same, it being acknowledged that both parties have participated in the preparation hereof.
- K. Attachment. All attachments to this Agreement and recitals are incorporated herein and made a part thereof as if set forth in full.
- L. 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 City has affixed its seal and caused these presents to be executed by its Mayor on the date above written.

CITY OF TWIN FALLS

ATTEST: _____

BY: _____
Mayor
DEVELOPER
WS&V LLC

ATTEST: _____

BY: _____

ACKNOWLEDGMENTS

STATE OF IDAHO)
)ss.
COUNTY OF TWIN FALLS)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said State and County, personally appeared _____ known to me to be the _____ of Twin Falls, the municipal corporation that executed the within and foregoing instrument, 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.

NOTARY PUBLIC FOR IDAHO
Residing At: _____
My Commission Expires: _____

ACKNOWLEDGMENTS

STATE OF IDAHO)
)ss.
COUNTY OF TWIN FALLS)

On this _____ day of _____, 20____, before me personally appeared _____, known and identified to me to be _____ of the corporation that executed the instrument of the persons who executed the instrument on behalf of said corporation, and acknowledge to me that such corporation executed the same.

NOTARY PUBLIC FOR IDAHO
Residing At: _____
My Commission Expires: _____

EXHIBIT A - LEGAL DESCRIPTION

Lots 2, 3, 4, and 5, Block 1, WS&V Subdivision First Amended, Lot 2, Block 1, WS&V Subdivision Conveyance Plat, according to the official plat thereof recorded in the office of the Twin Falls County Recorder in book 2324 of plats on ~~page 4~~ page 13.

EXHIBIT "C"
WS&V
R-6 PRO PUD
September 20, 2010 - CC DECISIONS

LAND USE REGULATIONS: -

- (A) **PERMITTED USES: Buildings, structures or premises shall be used and buildings and structures shall hereunder be erected, altered or enlarged only for the following uses:**

(Hours of operation shall be 7:00 am to 9:00 pm unless extended hours of operation are permitted with an approved special use permit or unless stated elsewhere in this Exhibit)

1. Communications and Utilities:
 - a. Underground and aboveground transmission lines.
 - b. Utility owned buildings and structures less than twenty five (25) square feet in area and less than three feet (3') aboveground.
2. Governmental Facilities:
 - a. Governmental office buildings
3. Medical Facilities
 - ~~4-a.~~ Doctor's office
- ~~5-4.~~ Parks:
 - a. Open space.
 - b. Private parks and playgrounds without crowd attracting facilities.
 - c. Public parks and playgrounds without crowd attracting facilities.
- ~~6-5.~~ Public Assembly:
 - a. Religious facilities.
 - b. Schools - private academic.
 - c. Schools - public.
- ~~7-6.~~ Residential (unrestricted hours of operation):
 - a. ~~Detached Aeeessory-accessory~~ buildings (less than 1,000 square feet), personal swimming pools and other accessory uses.
 - b. Dwellings - attached single household dwellings on lots fronting on an arterial or collector street.
 - c. Dwellings - detached single household.
 - d. Dwellings - duplex.
 - e. Dwellings - multiple household (max ~~6-8~~ units).
 - f. Dwellings - triplex and four-plex. (Ord. 2526, 5-20-1996)
 - g. Household units in the same building as an allowed use and occupied by owner or an employee of the allowed use.
 - h. Nursing homes and rest homes with a maximum of 16 residents/beds - including staff
- ~~8-7.~~ Services:
 - a. Finance and investment offices.

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- b. Insurance and related business.
- c. Professional services.
- d. Photography studios.
- e. Real estate and related business.

(B) **SPECIAL USES:** A special use 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 unless special provisions are taken. Special use permits may be granted for the following uses:
(Hours of operation shall be 7:00 am to 9:00 pm unless extended hours of operation are permitted with an approved special use permit)

1. Communications and Utilities:
 - a. Utility owned buildings and structured more than twenty five (25) square feet in area or more 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. Judicial facilities.
4. Medical Facilities:
 - a. Ambulance service.
 - ~~b. Doctor's Offices~~
5. Parks:
 - a. Park concessions.
 - b. Public parks and playgrounds with crowd attracting facilities.
6. Public Assembly:
 - a. Auditoriums.
7. Residential:
 - a. Detached accessory buildings (more than 1,000 square feet) associated to a residential use i.e., carports, garages, clubhouse and other accessory buildings.
 - b. Bed and breakfast facilities.
 - c. Home occupations.
 - d. Nursing home and rest homes with 17 or more residents/beds - including resident staff
 - ~~e.~~ Residence halls-medical related, residence hotels-medical related, rooming houses-medical related
 - ~~e.f.~~ Dwellings – multiple household (more than 8 units to maximum of 12 units).
8. Services:
 - a. Beauty salons/barbershops.
 - b. Commercial daycare facilities and preschools.

- c. Consumer credit collection.
- d. Employment agency.
- e. In home daycare services.
- 9. Sports Facilities:
 - a. Outdoor, public and commercial ice and roller skating facilities.
 - b. Outdoor, public and commercial swimming pools.
 - c. Outdoor, public and commercial tennis courts.
- 10. Transportation:
 - a. Bus - pick up shelters.

(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.

(D) **PROPERTY DEVELOPMENT STANDARDS:**

- 1. Use of Lots: Under section (A) PERMITTED USES hereinabove, Each each building, except accessory structuresbuildings, shall be located on a separate lot and each such lot and the buildings or structures thereon shall conform to the minimum dimensional standards contained herein. Under section (B) SPECIAL USES hereinabove, multiple buildings, including accessory buildings, may be located on a lot and each such lot and the buildings or structures thereon shall conform to the minimum dimensional standards contained herein.
 - a. Minimum of 15% and a Maximum of 85% of the project to be residential development.
- 2. Lot Area:
 - a. The minimum lot area per single household dwelling shall be four thousand (4,000) square feet, six thousand five hundred (6,500) square feet for a duplex and the lot area for multiplex dwelling units will increase over the duplex area by two thousand (2,000) square feet per dwelling unit or one thousand (1,000) square feet per unit or below the ground level unit.
 - b. For professional offices, the lot size shall be of sufficient size to provide for the building, off street parking and landscaping.
- 3. Lot Occupancy: No dwelling, including its accessory buildings, shall occupy more than sixty percent (60%) of a lot.
 - a. For professional offices, there is no occupancy requirement.
- 4. Building Height: No building shall be greater than 35' above grade, as measured per 10-2-1 of City Code, as amended.
- 5. Building Size: The maximum building size is 14,000 sf (a larger building may be permitted with a Special Use Permit.)

6. Yards:

- a. Front Yard: Front yards shall conform to the following standards, or section 10-7-6 of this title, whichever is greater: (Ord. 2741, 11-4-2002)
 - 1) The front building line shall not be closer than twenty feet (20') to the front property line.
 - 2) Where lots have double frontage on two (2) streets, the required front yard of twenty feet (20') shall be provided on both streets.
 - 3) On a corner lot the required front yard of twenty feet (20') shall be provided on both streets.
 - 4) No accessory buildings shall be constructed in the front yard nor closer than twenty feet (20') to the property line on other street frontages.
- b. Side Yard:
 - 1) The side building line shall not be closer than five feet (5') to the side property line.
 - 2) Detached accessory buildings shall not be closer than three feet (3') to the rear property line nor closer than ten feet (10') to a main building except as provided by section 10-7-5 of this title. Architectural projections of detached accessory buildings shall not be closer than two feet (2') to the side property line except as provided in section 10-7-5 of this title.
 - 3) Architectural projections of main buildings and attached accessory buildings shall not be closer than two and one-half feet (2 ½') to the side property line.
- c. Rear Yard:
 - 1) The rear building line shall not be closer than fifteen feet (15') to the rear property line for residential uses and fifteen feet (15') for other uses.
 - 2) Detached accessory building shall not be closer than three feet (3') to the rear property line nor closer than ten feet (10') to a main building except as provided by section 10-7-5 of this title. Architectural projections of detached accessory buildings shall not be closer than two feet (2') to the rear property line except as provided in section 10-7-5 of this title.
 - 3) On a corner lot, the rear yard setback may be reduced to the side yard setback.
 - 4) For professional offices, the rear yard may be reduced to the side yard setback of the basic district.

7. 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 or by a recorded easement.

8. Landscaping Plan (PUD): All landscaped shall comply with the provisions of section 10-11-2 of this title.
- a. Professional Uses: Professional offices shall provide landscaping equal to twenty-five percent (25%) of the total lot area.
 - b. Residential Uses: Residential development, excluding single family and/or duplex dwellings, shall provide landscaping equal to ten percent (10%) of the total lot area.
 - c. Landscaping shall be required to be installed on each parcel/lot of the Property at the same site and building improvements are completed thereon, or by the next planting season subject to a Temporary Certificate of Occupancy. Landscaped perimeters 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.
 - d. A minimum 20 foot wide landscape buffer, including sidewalk, measured from back of the curb will be constructed along Field Stream Way and Creekside Way.
 - (1) Fifty percent (50%) of the lineal footage of landscaping shall have berms with a ridge elevation of at least eighteen inches (18") in height and with at least fifty percent (50%) of the berms to have a minimum ridge elevation of thirty percent (30%) in height. Trees and shrubs will be provided in ratios meeting the City Code 10-11-2. Trees and shrubs may be grouped, but there shall be no space greater than seventy-five feet (75') between tree and shrub groupings.
 - e. A minimum 20 foot wide landscape buffer, measured from the property line, will be constructed along the north and south boundaries of the PUD project boundary. The landscaping shall include berms with a minimum height of 18 inches to a maximum height of 30 inches.
 - f. The use of planters and landscaped islands within parking lots will 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, solid wall and/or planter boxes to create a defense buffer in a relatively short period of time.
 - g. All landscaping shall be installed in conformance with the project Master Development Plan. All landscaping maintenance will be in a uniform manner.
 - h. The property landscaping will utilize a city pressure irrigation system constructed in compliance with applicable standards.
9. Off Street Parking:
- a. Each use shall provide parking in compliance with city code.

10. Signs:
- All uses shall comply with the provisions of chapter 9 of this title.
 - Multiple-occupancy buildings shall have a sign plan approved by the administrator.
11. 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 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 the code. (Ord. 2550, 6-2-1997)
- Professional offices shall provide a fence not less than six feet (6') in height that will act as a sight and sound barrier between the professional office use and any contiguous residential lot or use.
12. Building Standards:
- Buildings: New buildings are to be designed in such a way as to conform with the general residential nature of the neighborhood. All buildings shall be of residential character with exteriors of architectural masonry, stone, stucco, ~~or architectural steel siding, wood, or cementitious materials (e.g. Hardie board)~~. Building faces shall include windows, setbacks, awnings, parapet variations, material variations, color variations and other architectural treatments to break up large uniform surfaces.
 - Buildings shall have pitched roofs with a gable or hip roof with a minimum 5/12 pitch and twelve inch (12") eave. Roofing material shall consist of architectural asphalt shingles, architectural metal or tile.
 - Building faces shall be broken up with windows, recesses, awnings or other architectural features that break up large flat surfaces.
 - Buildings shall have exteriors of architectural masonry, stone, stucco, ~~or architectural steel siding, wood, or cementitious materials (e.g. Hardie board)~~.
 - All building public access will be oriented toward the project interior.
 - Lighting: Building and parking area lighting shall be enclosed in fixtures or soffits that direct lighting to the ground surface in a manner that the light source cannot be seen from adjacent properties.
 - Outside Storage/Trash Containers/Loading Docks/Emergency Facilities: Outside storage and/or display is prohibited. Loading docks, trash containers and emergency facilities shall be visibly screened from roadways, residential areas and adjacent properties with screening materials. Screening may consist of landscaping - as per D8, masonry walls, buildings or fencing (vinyl, block, wood).

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Looking North from undeveloped
portion of Field Stream Way

02/03/2014 11:28 AM



Looking Northwest from undeveloped
Portion of Field Stream Way

02/03/2014 11:27 AM



Looking West towards Xavier
Charter School

02/03/2014 11:28 AM



Public Hearing: **TUESDAY, February 11, 2014**

To: Planning & Zoning Commission

From: Rene'e Carraway, Community Development

AGENDA ITEM IV-4

Request:

Request for a Special Use Permit to allow parking of two pieces of heavy equipment in conjunction with an excavation business operating as a home occupation on property located at 911 Rice Circle, c/o Jim & Juline Crandall (app. 2617)

Time Estimate:

The applicant's presentation may take up to fifteen (15) minutes. Staff presentation will be approximately five (5) minutes.

Background:

Applicant:	Status: Owner	Size: 1 Acre
Jim & Juline Crandall 911 Rice Circle Twin Falls, ID 83301 734-4345 208-731-4345 (c) jjcrandall@cablone.net	Current Zoning: SUI Area of Impact (Aol)	Requested Zoning: SUP for home occupation
	Comprehensive Plan: Medium Density Residential	Lot Count: 1 Lot
	Existing Land Use: Residential	Proposed Land Use: Residential with a home occupation
Representative:	Zoning Designations & Surrounding Land Use(s)	
	North: SUI Aol; residential	East: Rice Cr, SUI Aol; residential
	South: Falls Ave W, SUI Aol; Residential	West: SUI Aol; vacant, agriculture
	Applicable Regulations: 10-1-4, 10-1-5, 10-4-2.2(B)6c, 10-10, 10-11-5(A), 10-13	

Approval Process:

The Special Use Permit process requires a public hearing to be held in which interested persons have the opportunity to be heard with regards to the application.

Within thirty (30) days after the public hearing, the Commission shall approve, conditionally approve, or disapprove the application as presented during the hearing. If conditions are placed on the permit, the Administrator shall issue a special use permit listing the specific conditions specified by the Commission for approval.

If an applicant or interested party appeals the decision of the Commission, the 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:

Approval of this request will have marginal impact on the City budget with the possible increase of improvements on the property.

Regulatory Impact:

Approval of this request will allow the applicant to park two pieces of heavy equipment in conjunction with the operation an excavation business as a home occupation.

A special use permit is for zoning purposes only. Other permits such as sign, building, electrical or plumbing permits, etc. may be required. All facilities must comply with all Building and Fire Code Regulations.

History:

The Council approved Ordinance #2521 approving a rezone of the property from RR to R1-43000 in January 1996. The Bradshaw Subdivision was recorded in October 1998. The Twin Falls County Commissioners approved Ordinance #169 rezoning the property from R1-43000 to SUI in July 2004.

The applicants received a building permit for a single family dwelling in 2000. When the dwelling was completed and a certificate of occupancy received, they moved in and began operating their excavation business from this location. In 2005 they received a building permit for a garage that was completed and received a certificate of occupancy in 2006.

Analysis:

The applicants received a building permit to construct their home in 2000. Upon completion they moved in and began operation of their excavation business at 911 Rice Cir. They have not had any complaints until now. City Staff received a complaint that 911 Rice Cir was operating an excavation business out of their home. Upon investigation it was discovered that there were two pieces of heavy equipment being parked in the driveway. When the property was asked he indicated they did use a room in the house for bookwork but no customers or employees come to the home. He bids jobs and drives his equipment to the job site. The two pieces of heavy equipment are vehicles which would not normally be found incidental to a residential use, therefore Staff asked that the applicants apply for a Special Use Permit to operate the equipment in conjunction with the operation of their home occupation. They park their equipment a neat and orderly fashion on their large lot. The applicants state they have been operating this business for over 13 years from this residence and have no complaints from the neighbors. The further state they do not believe there are any adverse effects on adjoining property owners such as noise, glare, odor, fumes or vibrations because all excavation work is done off site. There are no employees and customers do not come to the home. There are no set hours of operation.

The location of the home occupation is within a platted subdivision. The lot is zoned SUI within the Area of Impact. A special use permit is required prior to operating a home occupation in order to mitigate possible adverse effects on adjoining property owners. The total area allowed for an approved home occupation is four-hundred (400 sf) square feet. The parking area used for the two pieces of heavy equipment shall be a maximum of 400 square feet. There cannot be any other exterior indication of the home occupation.

City Code 10-2-1: HOME OCCUPATION: ..."A serviceoffered by the resident of a household unit is performed only by the resident therein and providing the area used in performing the home occupation does not exceed four hundred (400) square feet in area and providing there is no exterior indication of the home occupation. Services which generate no traffic to the premises or which use no vehicles which would not normally be found incidental to a residential use shall be exempt from this definition."

City Code 10-10-2(C): PARKING LAYOUT: Direct private residential driveway access to arterial streets creates a traffic hazard. No development plan or plat creating lots which require direct residential driveway access to an arterial street shall be approved. (Ord. 2347, 9-3-1991)

This site is located on Lot 1, Block 1 of the Bradshaw Subdivision/platted & recorded 1998. On the plat there is a note that states ...**"direct lot access to Falls Ave. West from Lots 1 and 8, Block 1 shall be prohibited"**. The applicants have indicated they park their equipment in a dirt parking area accessed off Falls Ave. West. They use Rice Circle to access their residence. At this time the Falls Ave. West road maintenance in this area is by the Twin Falls County Highway District. The Twin Falls County Highway District would have been required to review and approve this subdivision plat/notes in 1998 as it was and still is located with the Area of Impact.

If the Special Use Permit is granted, as presented and with any conditions, City Staff will conduct a full review of the site and plans to ensure compliance with all applicable City Codes, including Zoning and Engineering requirements prior to issuing the permit.

Possible Impacts: It is not unreasonable to assume that the impacts of this home occupation will remain minimal to the neighboring property owners as this excavation business has been operating in this location for 13 years without complaints. The SUI Zone was designed as a transition between agricultural uses and more dense residential neighborhoods.

Conclusion:

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

1. Subject to the site plan amendments as required by Engineering and Zoning Officials to ensure compliance with applicable City Code Requirements and Standards.
2. Subject to site plan amendments as required ensuring compliance with applicable Twin Falls County Highway District Code Requirements and Standards.

Attachments:

1. Letter of Request
2. Zoning Vicinity/Aerial Map
3. Applicant Submitted Site Plan
4. Applicant Submitted Google Map
5. Bradshaw Final Plat
6. Site Photos

To Whom It May Concern:

We, Jim and Juline Crandall, property owners of the property and home located at 911 Rice Circle, in Twin Falls, County, Idaho do respectfully request that we be allowed a **'Special Use Permit'** to continue running our small business, Crandall Excavating, Inc. out of our home.

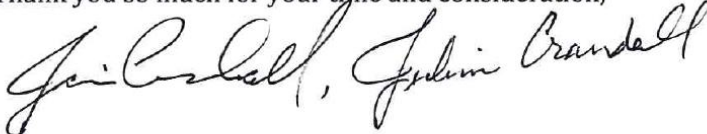
We purchased this property in the summer of 2000. At that time this small cul-de-sac had only 3 existing homes. We loved the county location that allowed us the acreage property space and "country feel" of our childhoods. After the purchase of the land, we started to build our home almost immediately, and met our new neighbors and established great friendships with them throughout our building process. We moved into our new home Thanksgiving weekend, 2000.

Our cul-de-sac has grown to 7 houses during the last 13 years, but it still has a "country feel". We love our neighbors and have a great neighborhood association with each other. Together we have annual summer barbecue's, watch 4th of July fireworks and enjoy our annual Christmas progressive dinner. We have NEVER received a complaint from any of our neighbors or any other person or neighborhood because we park our equipment on our property. We park it in a neat and orderly fashion, keep our grass watered, mowed and trimmed and our property clean and clutter free.

Over the last 13 years, our small excavating business has been run out of a 10' X 12' office space in our home. Jim is the owner and operator of the business, and I am the part-time secretary. When Jim gets a job, he drives to the job location to start and complete his work. All excavation work and running of equipment is done at those job locations. I handle any office, telephone and computer duties here at home. We generate no customer or employee traffic and have no set "hours of operation". Because the excavation work is done at other locations, there is no noise, glare, odor, fumes, vibrations etc. generated from our business in our neighborhood. We park our equipment here on the acreage we own.

We want to be a good neighbor and want to continue the great relationships we all have developed with each other over these years. If there were a problem brought to our attention, we would definitely make the necessary adjustments to make it right. We see and speak with our neighbors on a regular basis so there has been ample opportunity for them to freely express themselves should they feel a need to. But again, we have NEVER received a complaint from any of our neighbors or any other person or neighborhood about anything to do with us, our business, our equipment, our home, our yard, or anything else. We respectfully ask that you please take this fact into consideration when making your decision about our **'Special Use Permit'**.

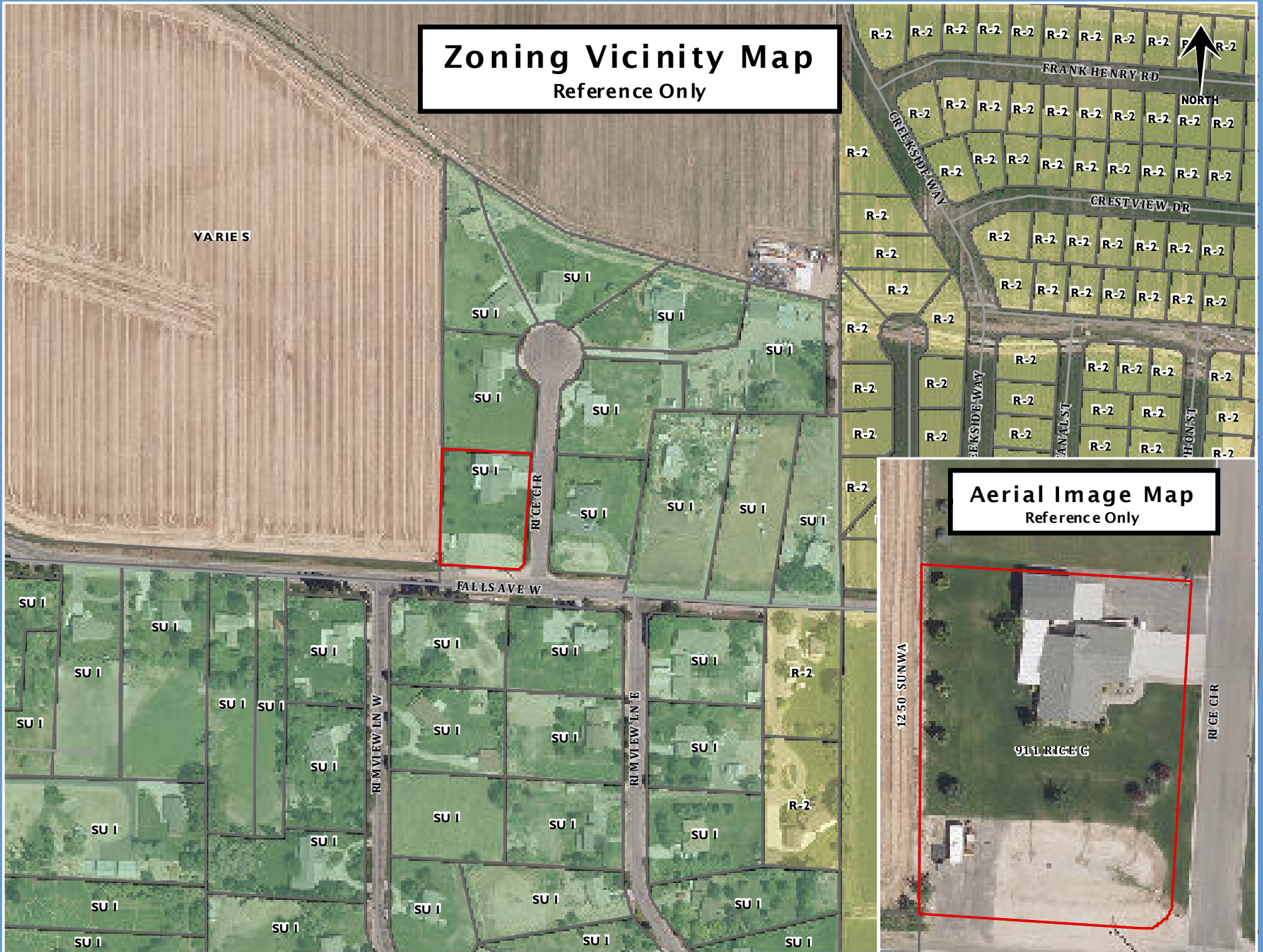
Thank you so much for your time and consideration,

A handwritten signature in cursive script, appearing to read "Jim Crandall, Juline Crandall".

Jim & Juline Crandall

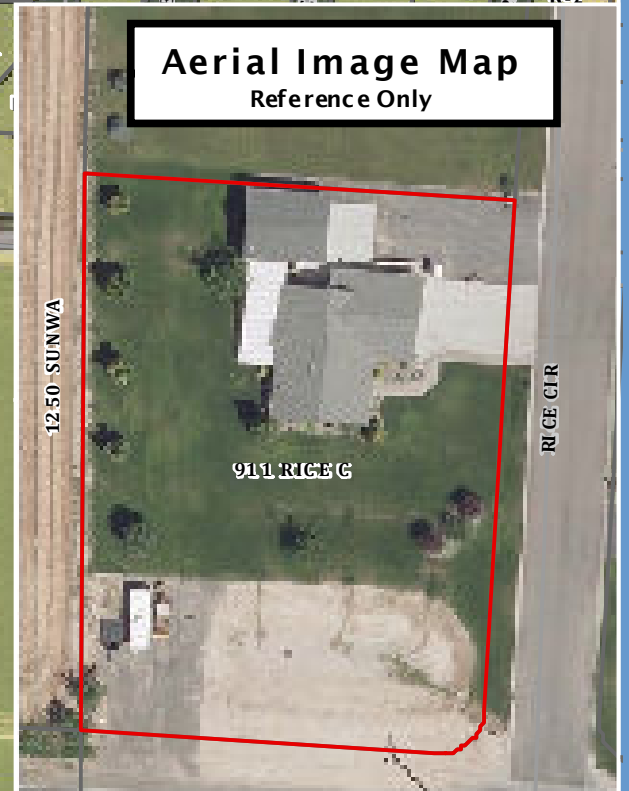
Zoning Vicinity Map

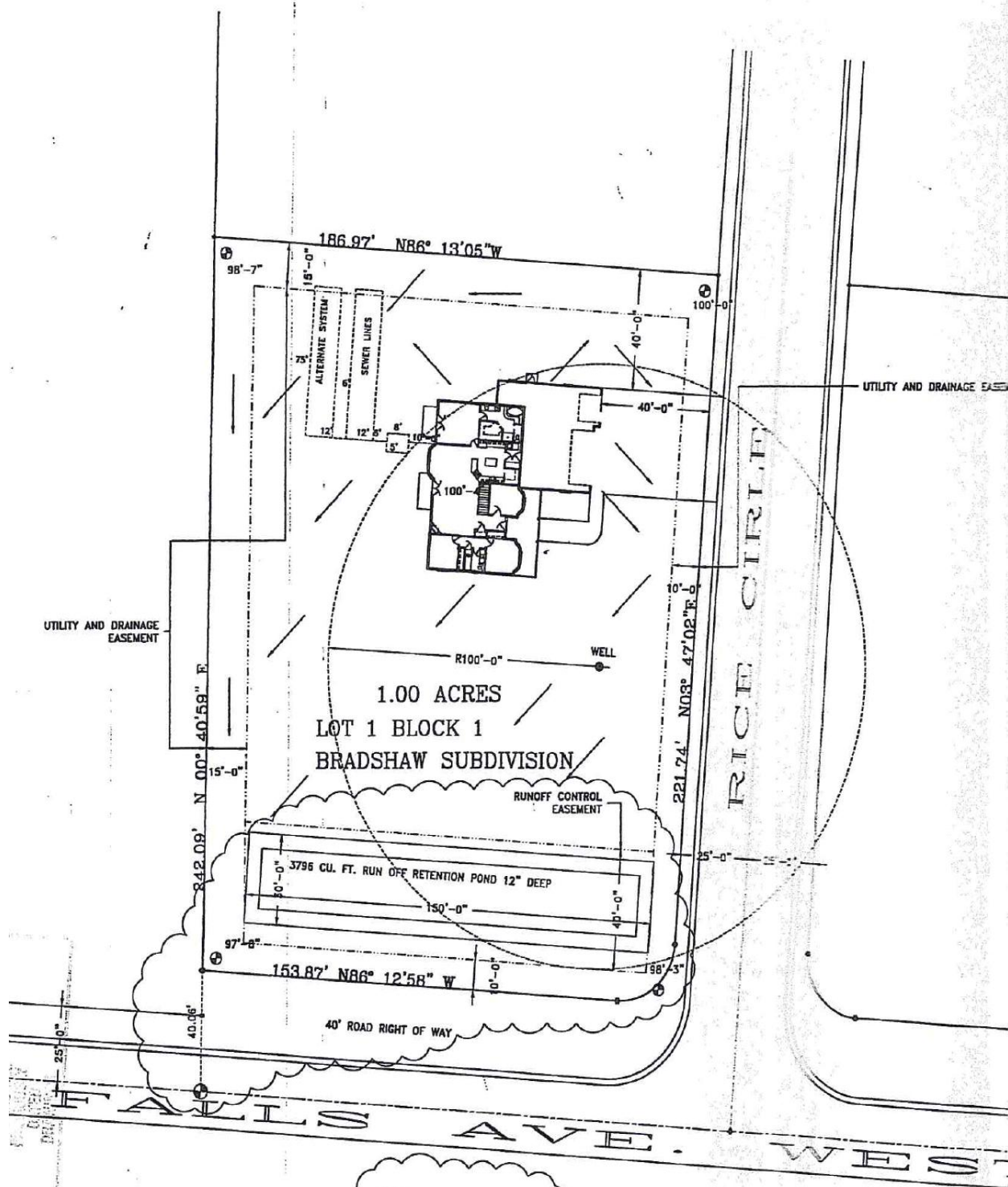
Reference Only



Aerial Image Map

Reference Only





NOTE:
PER COUNTY OF TWIN FALLS
RECORD 00-010200



Google earth

feet
meters

100

50



 = Parking Locations

A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, SECTION 6
TOWNSHIP 10 SOUTH, RANGE 17 EAST,
BOISE MERIDIAN
TWIN FALLS, TWIN FALLS COUNTY, IDAHO
1998

T. 9 S., R. 17 E., B.M.
T. 10 S., R. 17 E., B.M.


$$\frac{1000}{900}$$

○ Found 5/8" Iron Pin
 ○ Found 1/2" Iron Pin
 ● Set Brass Cap Monument (REAL POINT OF BEGINNING)
 ● Set 5/8" 30" Iron Pin with Plastic Cap
 ● Set 1/2"x 24" Iron Pin with Plastic Cap
 _____ Boundary Line
 _____ Lot Line
 _____ Centerline of Street
 _____ Utility, Drainage and Irrigation Easement Line

1. Building setbacks and dimensional standards in this subdivision shall be in compliance with the applicable zoning regulations of the City of Twin Falls.
2. Any Re-subdivision of this plot shall comply with the applicable Zoning Regulations in effect at the time of the Re-subdivision.
3. All lot lines between a public right-of-way with Bradshaw Subdivision and herein shown shall have a 5' wide Permanent Utilities, Drainage and Irrigation Easement. All other utility easements shall be shown. This shall not preclude the construction of the proper hard surfaced driveway for access of each individual lot.
4. The Developer and/or Owner shall comply with Idaho Code, Section 31-3605 or its provisions that may apply to irrigation rights.
5. The owner of each lot, across which passes an irrigation/drainage ditch or pipe, is responsible for the maintenance thereof unless such responsibility has been assigned by an irrigation or drainage district.
6. Reference is hereby made to Record of Survey filed as instrument No. 1995007786 for further survey information.
7. Restricted Access – Direct lot access to Falls Ave. West from Lots 1 and 8, Block 1 shall be prohibited.
8. Lots on this plot are subject to restrictions concerning the location of well and septic systems. These restrictions are on file at the South Central District Office and are hereby permitted to be placed without the consent of the Health Department and strict conformance to these restrictions.

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE TITLE 50, CHAPTER 13, HAVE BEEN SATISFIED. SANITARY RESTRICTIONS MAY BE REIMPOSED, IN ACCORDANCE WITH IDAHO CODE TITLE 50, CHAPTER 13, SECTION 50-1326, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL

SOUTH CENTRAL DISTRICT HEALTH DEPT., EHS

KELLY F. & JOAN W. RICE
GARY L. BRADSHAW
P. O. BOX 2655
TWIN FALLS, ID
83303-2655
(208)733-0737

CURVE		CURVE TABLE				
CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BRG
C1	60°00'30"	20.00	20.94	20.00	11.55	N087°28'E
C2	92°52'30"	70.00	113.47	101.45	73.60	S026°15'W
C3	36°40'30"	70.00	44.81	44.05	23.20	S45°59'46"E
C4	36°40'30"	70.00	44.81	44.05	23.20	N087°14'W
C5	55°06'34"	70.00	67.33	64.76	36.52	N42°26'13"E
C6	16°14'54"	70.00	20.40	20.33	10.27	N08°31'59"W
C7	61°58'04"	70.00	75.71	72.07	42.03	N32°40'02"E
C8	60°00'00"	20.00	20.94	20.00	11.55	S33°47'02"E
C9	89°59'52"	20.00	31.42	28.28	20.00	N48°46'50"E
C10	90°00'08"	20.00	31.42	28.28	20.00	S41°45'02"E

J-U-B ENGINEERS, INC.
Engineers Surveyors Planners
Twin Falls, Idaho

PLAT BOOK _____ PAGE _____

BRADSHAW SUBD.
SHEET 1 OF 2



Falls Ave W looking Northeast.



Southeast corner of the property looking northwest.



Northeast corner of property looking southwest.



Public Hearing: **TUESDAY, February 11, 2014**
 To: Planning & Zoning Commission
 From: Rene'e Carraway, Community Development

AGENDA ITEM IV-5

Request: Request for a Special Use Permit to allow development and operation of a Tourist Information Center on property located at 3591 Blue Lakes Boulevard North c/o Shawn Barigar on behalf of Twin Falls Chamber of Commerce (app. 2618)

Time Estimate:

The applicant's presentation may take up to ten (10) minutes. Staff presentation will be approximately five (5) minutes.

Background:

Applicant:	Status: Lease Agreement	Size: Land +/-2 Acres Building +/- 5000 sqft
Twin Falls Chamber of Commerce 858 Blue Lakes Blvd N Twin Falls, ID 83301 208-733-3974	Current Zoning: OS	Requested Zoning: SUP
	Comprehensive Plan: Commercial/Retail	Lot Count: 1 Lot
	Existing Land Use: Tourist Information Center/public parking	Proposed Land Use: Tourist Information Center
Representative:	Zoning Designations & Surrounding Land Use(s)	
Shawn Barigar Chamber President 208-733-3974 shawn@twinfallschamber.com	North: OS; Public Trail/ Snake River Canyon	East: OS; Public Trail/ Hwy 93/BLBN /Magic Valley Mall
	South: C-1 PUD; Canyon Park Development/Commercial	West: C-1 PUD; Canyon Park Development/Commercial
	Applicable Regulations: 10-1-4, 10-1-5, 10-4-11.2(B)7a, 10-10, 10-11-1 thru 8, 10-13	

Approval Process:

The Special Use Permit process requires a public hearing to be held in which interested persons have the opportunity to be heard with regards to the application.

Within thirty (30) days after the public hearing, the Commission shall approve, conditionally approve, or disapprove the application as presented during the hearing. If conditions are placed on the permit, the Administrator shall issue a special use permit listing the specific conditions specified by the Commission for approval.

If an applicant or interested party appeals the decision of the Commission, the 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:

Approval of this request will have no impact on the City budget.

Regulatory Impact:

Approval of this request will allow the applicant to move forward with the building permit phase and to commence construction when appropriate.

A special use permit is for zoning purposes only. Other permits such as sign, building, electrical or plumbing permits, etc. may be required. All facilities must comply with all Building and Fire Code Regulations.

History:

There is little known zoning history on this particular site. Records show the Open Space Zone was established in the City Code in 1981. It is believed the area where the Tourist Information Center now resides was zoned Open Space at that time. The structure was reportedly built in 1989. The restrooms located on the site were built in 1991-92 in a joint venture between the City and State of Idaho. The latest lease was signed in 2010 between the City and the State of Idaho.

Analysis:

This is a request for a special use permit to allow development and operation of a Tourist Information Center in the Open Space Zone. The applicant has submitted a general overview of the proposed building and its operation. The new building will be approximately 5000 square feet. The building would be open year round, with hours of operation generally being 8:00 AM to 8:00 PM; earlier closing times will be in effect during the winter months. The final employee numbers are unknown at this point; they anticipate using volunteers as well as some paid employees to supplement staffing needs.

The new building will include some site improvements, including additional paved parking areas, new/replaced sidewalk, more appropriate landscaping, and some other new elements. The applicant has stated that the Chamber will work closely with the Centennial Commission and the Parks Department on final design of the area to ensure the integrity of the current improvements and the level public access are maintained.

Per City Code 10-4-11.2: Open Space Zone: a Special Use Permit is required to establish and operate a Tourist Information Center within the Open Space Zone. The current Tourist Information Center has been in operation since 1989, it has been an asset to the community for many years. The City has been the lease holder for a number of years. As of this date, there has been no known code violations associated with this property.

Per City Code 10-10: Parking: The parking requirements for this potential building are 1 space per 300 square feet of floor area. With this being a tourist attraction, additional parking should be planned for, especially during the peak season. A full review of the parking requirements will be conducted at the time of building permit submittal. It is believed the site plan provided has accounted for the required parking per City Code, as well as additional spaces.

Per City Code 10-11-1 thru 8: Required Improvements: All required improvements will be reviewed at the time of building permit submittal. These requirements include landscaping, parking areas, drainage, and other applicable City Codes. It is believed the site plan submitted is in substantial compliance with currently applicable City Codes.

Possible Impacts: The current tourist information center is open on a seasonal basis; this also includes the bathrooms on site. Although the peak season for tourist traffic is during the summer months, a substantial amount of tourists visit the Snake River Canyon during the off-peak times as well. Approval of this special use permit will allow the Chamber of Commerce to remove the existing buildings, replace them with a year round staffed visitor center, while maintaining the public access to the City maintained trail. This also alleviates the City of Twin Falls of the responsibility to maintain the facilities as well as the lease of the land. Staff feels the integrity and purpose of the Open Space zone will be maintained while providing for an improved experience for visitors to the Canyon Rim Trail system.

Conclusion:

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

1. Subject to the site plan amendments as required by Building, Engineering, Fire, and Zoning Officials to ensure compliance with applicable City Code Requirements and Standards.

Attachments:

1. Letter of Request
2. Zoning Vicinity Map
3. Aerial Map
4. Applicant Submitted Site Plan
5. Site Photos

Special Use Permit Application Narrative

January 16, 2014

Submitted by: Shawn Barigar, President/CEO, Twin Falls Area Chamber of Commerce

The Twin Falls Area Chamber of Commerce has operated a seasonal Tourist Information Center since 1989 on the property owned by the Idaho Transportation Department and leased to the City of Twin Falls. The Chamber has been working for several years to plan for a replacement of the current facility with an expanded, updated, modern, and functional center to better meet the needs of the citizens of Twin Falls, the business community membership of the Chamber of Commerce, and visitors to the South Central Idaho region.

The Chamber is at a point in its planning and consideration to move forward with construction of a new approximately 5000-square-foot tourist information center at the same location as the current buildings. Because of the expansion of more than 25%, the Chamber is working with the City of Twin Falls on application for a new Special Use Permit to be approved prior to the issuing of a building permit.

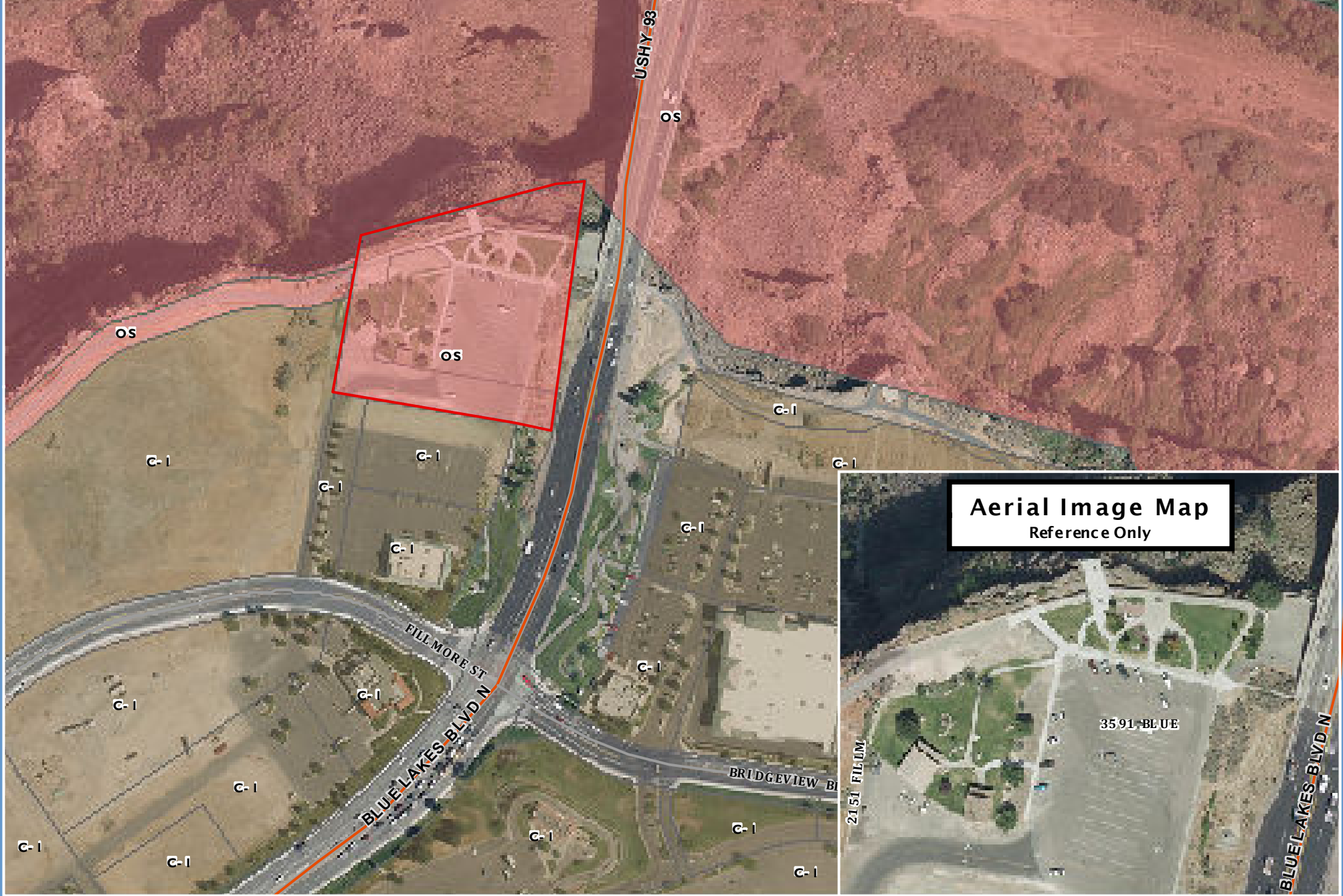
The new tourist information center would operate year-round, instead of only the March to October seasonal timeframe in which it operates now. Hours of operation run generally from 8:00am to 8:00pm daily, with an earlier closing time anticipated during the winter months when there is less daylight in the evenings. Current visitor counts to the center are 25,000 to 27,000 each year (March-October). We would anticipate an increase to these counts, based upon being open during the October to March timeframe. We are currently reviewing the operational plans for the center to determine final staffing needs. Our intent is to continue to staff the center with volunteer assistance, as it is now, with supplemental paid employees.

The new construction includes improvements to the facility, the landscaping, parking, and pedestrian/bicycle access of the trails. The new center will maintain public access to the trailhead and overlook. Renovation of the current Centennial Plaza area is also proposed, to simplify maintenance and include more appropriate landscape elements which better match the other landscaping enhancements in the area and better serve the needs of users. Existing elements of the plaza will be maintained, with slight modifications proposed. The Chamber will work closely with the members of the Centennial Commission and the City of Twin Falls Parks and Recreation Department on final design.

A modernized tourist information center will be better able to effectively market the many opportunities Twin Falls and South Central Idaho have to offer and celebrate the heritage and history of the region. Its function will match well with the commercial properties at the north entrance to Twin Falls as well as integrate well with the trailhead, overlook, and natural beauty of the open space along the Snake River Canyon in this area.

Zoning Vicinity Map

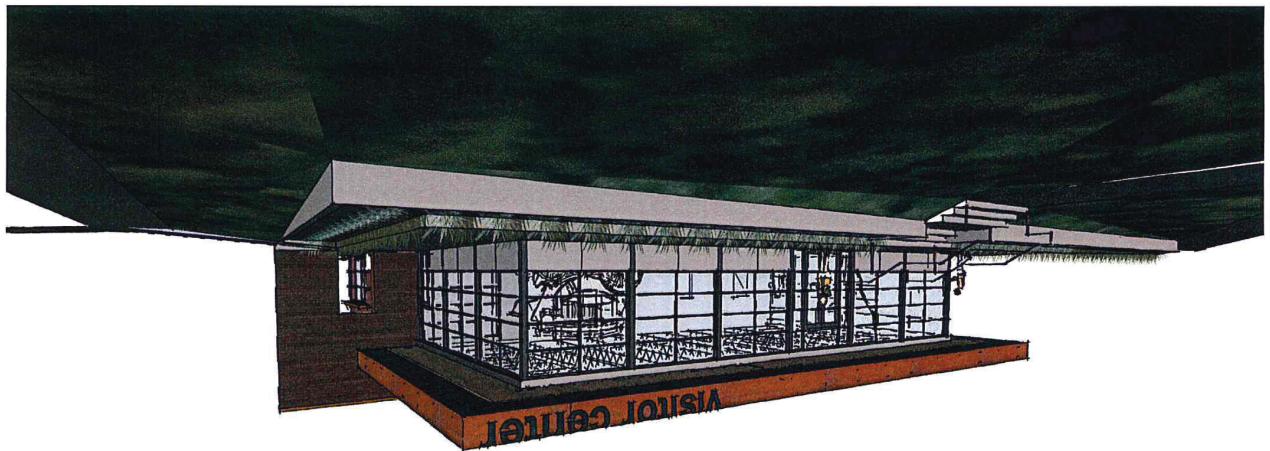
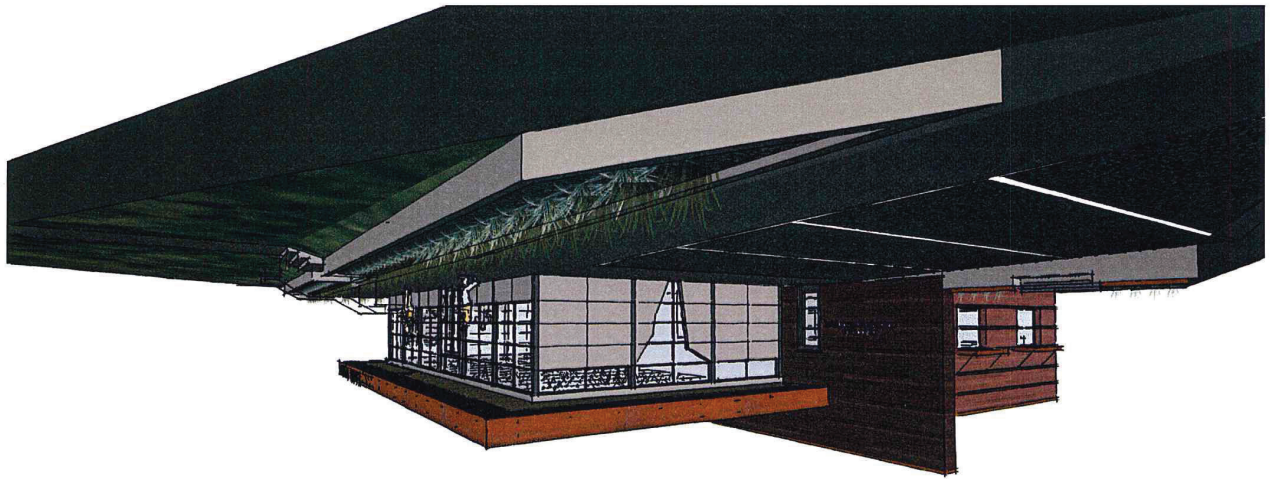
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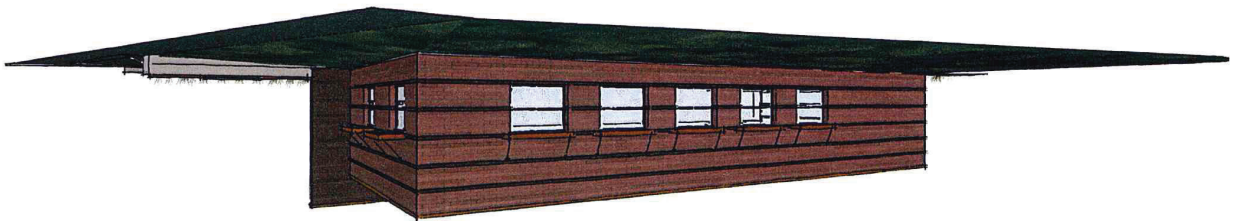
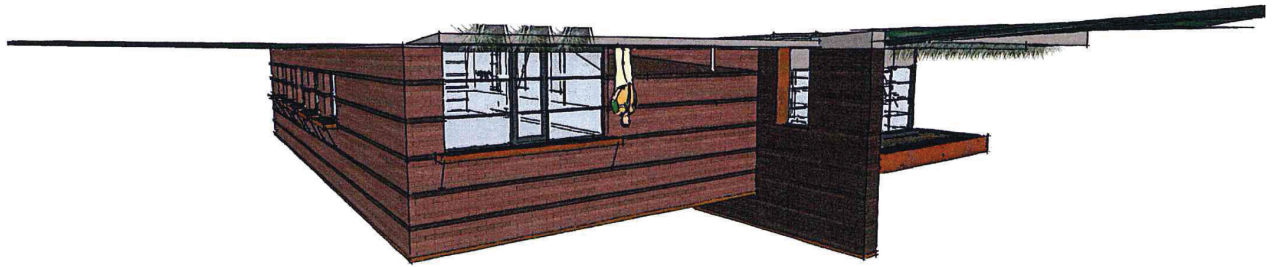


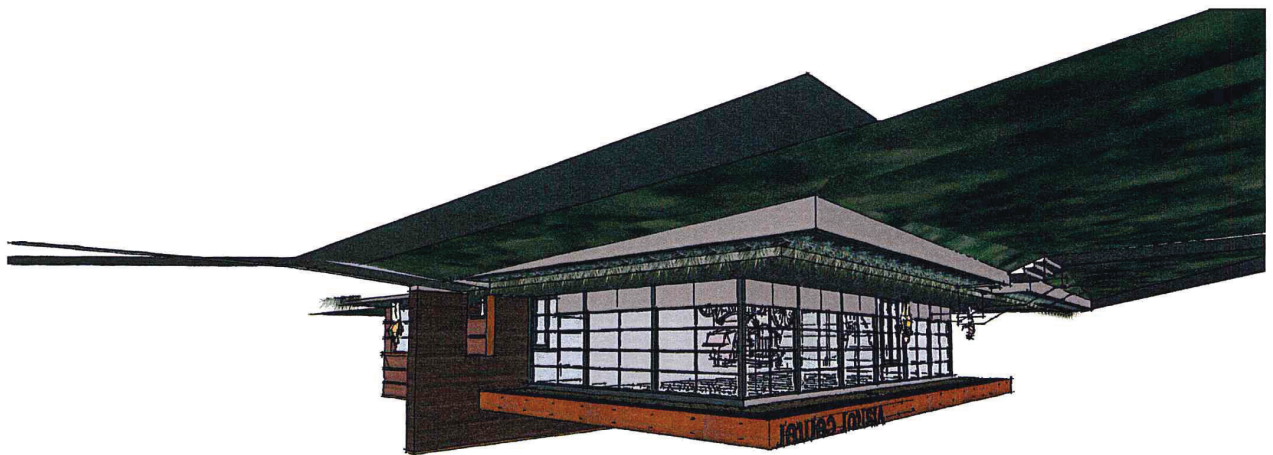
Aerial Image Map

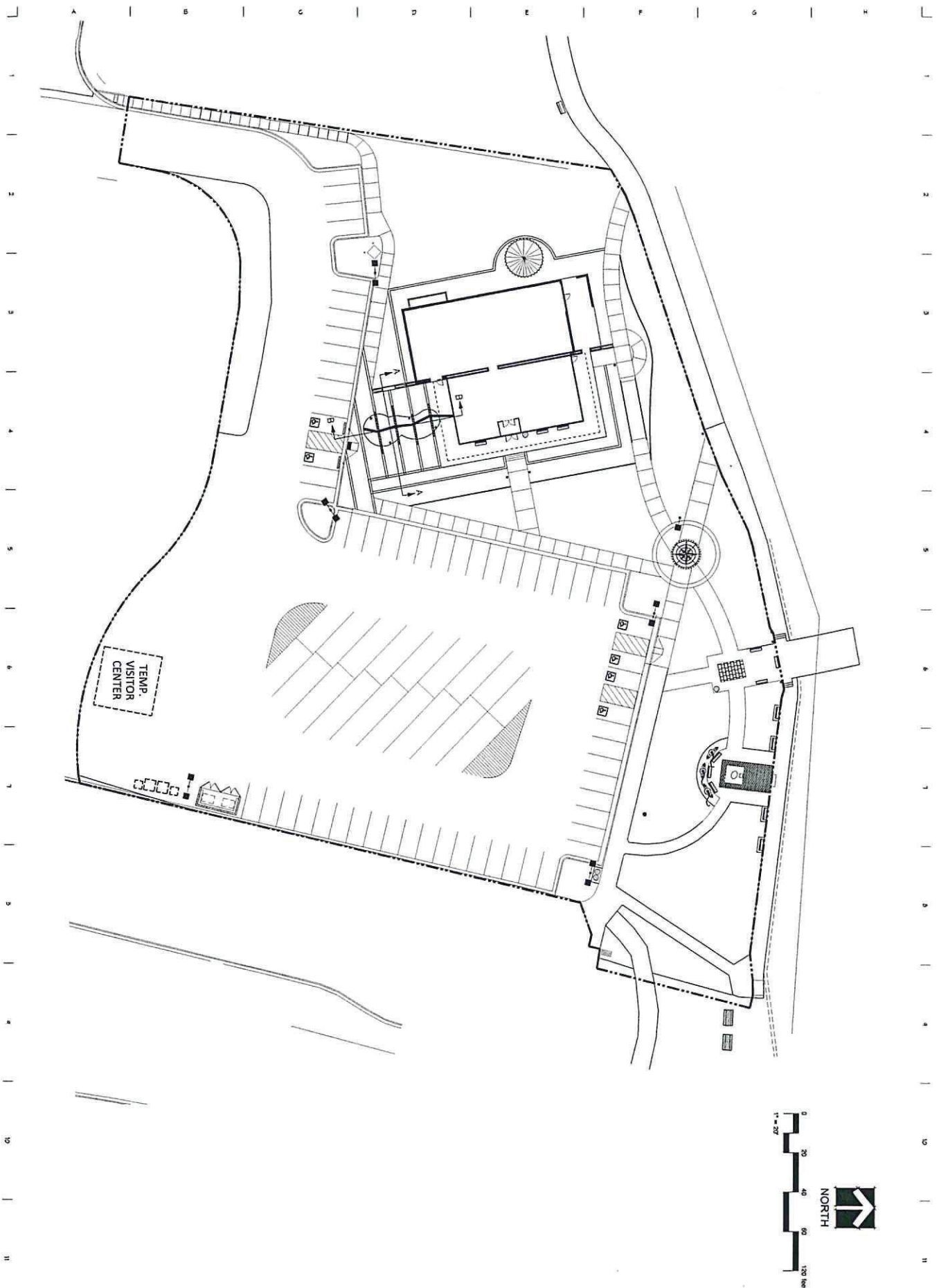
Reference Only











TWIN FALLS VISITOR CENTER OVERALL SITE PLAN

690 N. BLUE LAKES BLVD. TWIN FALLS ID 83301

#	Description	DATE



**WOODBURY
CORPORATION**
LYNN S. WOODBURY AND ASSOCIATES, ARCHITECTS
2333 EAST PARLEY'S WAY, SUITE 300
SALT LAKE CITY, UTAH 84124 (201) 429-7770

PROJECT & SITE
DRAWN BY: CDB
SCALE: 1" = 20'



Looking North Towards Canyon Rim
From Access Road

02/03/2014 11:38 AM



02/03/2014 11:39 AM



Looking South Towards Future Site
From Canyon Rim Trail

02/03/2014 11:40 AM



Looking West From Blue Lakes BLVD
Near Perrine Bridge

02/03/2014 11:44 AM



Preliminary Presentation: **TUESDAY, January 28, 2014**

Public Hearing: **TUESDAY, February 11, 2014**

To: Planning & Zoning Commission

From: Jonathan Spendlove, Community Development

AGENDA ITEM IV-2

Request: Request for the Commission's recommendation on a request for a PUD Agreement Amendment to amend the WS&V PUD Agreement #263 to allow a mixed use development; consisting of professional office and residential uses, on the remaining undeveloped lots within the WS&V First Amended Subdivision-A PUD, consisting of lots 2-5 Block 1 and totaling 16 (+/-) acres, located west of the 1000 block of Fieldstream Way and southwest of Cheney Drive West, extended c/o John O Fitzgerald, II on behalf of WS&V, LLC (app. 2614)

Time Estimate:

The applicant's presentation may take up to fifteen (15) minutes. Staff presentation will be approximately ten (10) minutes.

Background:

Applicant:	Status: Owner/Developer	Size: 16 (+/-) Acres
W S & V, LLC c/o Douglas Vollmer P.O. Box 31 Twin Falls, ID 83303 208-420-5650 doug@areaidaho.com	Current Zoning: R-6 PRO PUD	Requested Zoning: Amendment to WS&V PUD Agreement #263 and Master Development Plan
	Comprehensive Plan: Urban Village/ Urban Infill	Lot Count: 4 Lots
	Existing Land Use: Undeveloped	Proposed Land Use: mixed use; professional office and residential
Representative:	Zoning Designations & Surrounding Land Use(s)	
John O. Fitzgerald, II <i>Worst, Fitzgerald, and Stover, P.L.L.C.</i> P.O. Box 1428 Twin Falls, ID 83303 jof@magicvalleylaw.com	North: C-1 PUD, agricultural	East: R-2; Fieldstream Way; Fieldstone Subdivision- residential
	South: R-2; Xavier Charter school and LDS Church Building	West: R-1 VAR Aol; Creekside Way (Extended) agricultural
	Applicable Regulations: 10-1-4, 10-1-5, 10-6-1.1 thru 1.4, 10-14-1 thru 7, and the WS&V PUD Agreement #263 and Master Development Plan	

Approval Process:

The first step in the approval process for a PUD amendment is a preliminary presentation before the Planning and Zoning Commission; this took place on Jan 28th 2014. The Second step is a recommendation from the Planning

and Zoning Commission (this public hearing) that will be forwarded to the City Council. The City Council will then render their final decision on the zoning district and zoning map amendment.

Budget Impact:

Approval of this request will impact the City budget as developed residential uses on the property may be assessed at a higher value than undeveloped residential property.

Regulatory Impact:

After a public hearing, a recommendation from the Planning and Zoning Commission for the requested change will allow the request to proceed to the City Council for a decision.

History:

On November 6, 2006 the City Council approved annexation of 36.5 (+/-) acres, which includes this property that is being proposed for a zoning amendment this evening. The site was annexed with the existing R-2 zoning designation. Ordinance #2884 was adopted on November 13, 2006, and later recorded.

On July 8, 2008 the Church of Jesus Christ of Latter Day Saints was granted a Special Use Permit to construct a religious facility on a 5 (+/-) acre parcel located at the southeast corner of this property. On April 25, 2012 the Planning & Zoning Commission reactivated Special Use Permit #1102. As of this date the church has not been constructed.

The WS&V Conveyance Plat, consisting of 30 (+/-) acres and 2 lots, was approved & later recorded on March 12, 2009. The Xavier Charter School was granted a Special Use Permit on December 16, 2008 to develop a public charter school on the southwest corner of this property. The Xavier Subdivision, consisting of 1 - 8.5(+/-) acre lot, was approved by the City Council and recorded on August 19, 2009. The school has been in operation since 2010.

The Cottages, a residential R-4 PUD, was approved by the City Council on Feb 9, 2009. Ordinance #2964 was adopted on March 23, 2009 and later recorded. The project consisted of 6 (+/-) acres located north of the LDS church site and on the west side of Field Stream Way. The project was not developed and was included with a zoning request to rezone 20 acres, including the cottages, in 2010 under an R-6 PRO PUD designation.

A Preliminary PUD presentation for a Zoning District and Zoning Map Amendment from R-2 & R-4 PUD to R-6 PRO PUD was given to the Planning and Zoning Commission on Tuesday, August 10, 2010 followed by a public hearing on August 24, 2010. The City Council approved the request on Sept 20, 2010. Ord #2992 was later recorded. The PUD Agreement was adopted by the City Council on March 12, 2012/recorded on April 18, 2012.

On February 6, 2012 The Council approved the final plat of the WS&V Subdivision – A PUD, subject to seven conditions.

A Preliminary Presentation for a request to allow a PUD Agreement Amendment, for a 60-unit residential apartment complex on Lot 1, +/- 5 acres within the subdivision, was held on September 11, 2012. This was followed by a public hearing on September 25, 2012 for PUD Agreement Amendment. The City Council approved the request for the PUD Amendment on October 22, 2013.

On November 2, 2012 the WS&V Subdivision – A PUD plat was recorded; approval had been given in February of 2012.

On January 28th 2014, a preliminary presentation was given to the Planning and Zoning Commission on a PUD Agreement Amendment to allow a mixed use development on lots 2-5 of the WS&V Subdivision – A PUD.

Analysis:

A Preliminary Presentation for the Commission to consider a request for a PUD Agreement Amendment to amend the WS&V PUD Agreement #263 to allow a mixed use development; consisting of professional office and residential uses, on the remaining undeveloped lots within the WS&V First Amended Subdivision -A PUD, consisting of lots 2-5 Block 1 and totaling 16 (+/-) acres, located west of the 1000 block of Field Stream Way and southwest of Cheney Drive West, extended.

There are multiple proposed changes to Exhibit “C” in the PUD Agreement. They are listed as follows:

#1. Land Use Regulations – (A) Permitted Uses and (B) Special Uses: “Doctor’s Office” was listed under both the Permitted Uses and Special Uses sections; the amendment has eliminated the listing under Special Uses, leaving the use in the Permitted Uses section. In so doing, the numbering of categories in the Permitted Section was also amended to reflect that “Doctor’s Office” is a type of use found under the category of “Medical Facility” and not a separate use unto itself.

According to the applicant, this amendment was performed in order to eliminate conflict within the document.

#2. Land Use Regulations – (A) Permitted Uses:

6. Residential (Unrestricted hours of operation):

a. ~~Detached Accessory~~ accessory buildings (less than 1,000 square feet),

According to the applicant, this amendment was performed in order to clarify that accessory buildings are to be detached accessory buildings. Current City code does make a distinction between these two types of accessory buildings. Current City Code 10-4-6: R-6 Residential Multi-Household: lists accessory buildings (under 1,000 square feet) as a permitted use.

#3. Land Use Regulations – (A) Permitted Uses:

6. Residential (Unrestricted hours of operation):

e. Dwellings – multiple household (max ~~6~~ 8 units),

According to the applicant, this amendment originated from the applicants original application. The applicant points towards the Devon Senior Housing Project located at 1338 North College Road East as an example of a conceptual design of a portion of this subject property. Specifically, this amendment changes the outright permitted use of a multiple household from 6 dwelling units per building, to 8 dwelling units per building.

#4. Land Use Regulations – (B) Special Uses:

7. Residential

- a. Detached accessory buildings (more than 1,000 square feet) associated to a residential use i.e., carports, garages, clubhouse and other accessory buildings,

According to the applicant, this amendment was performed in order to clarify the types of detached accessory buildings that may need a special use permit if they are more than 1,000 square feet.

#5. Land Use Regulations – (B) Special Uses:

7. Residential

- f. Dwellings – Multiple household (more than 8 units to a maximum of 12 units)

According to the applicant, this amendment originated from the applicants original application. The applicant points towards the Devon Senior Housing Project located at 1338 North College Road East as an example of a conceptual design of a portion of this subject property. Specifically, this amendment will require a project that wishes to have more than the outright permitted number of 8 dwelling units per building to get a Special Use Permit before establishing the use. It also places a maximum of 12 dwelling units per building on the project.

#6. Land Use Regulations – (D) Property Development Standards:

1. Use of Lots: Under section (A) PERMITTED USES hereinabove, ~~Each~~ each building, except accessory structures buildings, shall be located on a separate lot and each such lot and the buildings or structures thereon shall conform to the minimum dimensional standards contained herein. Under section (B) SPECIAL USES hereinabove, multiple buildings, including accessory buildings, may be located on a lot and each such lot and the buildings or structures thereon shall conform to the minimum dimensional standards contained herein.

According to the applicant, this amendment was performed to facilitate WS&V's development and marketing of the subject property in a manageable process yet providing governmental oversight, input and approvals, including opportunity for public comment, without having to trudge through the process to amend the PUD Agreement on a project by project or proposal by proposal basis. The applicant further explains that this amendment would provide the opportunity for a proposed array of multiple buildings consisting of permitted 6 units/building to be constructed on a single lot through the Special Use Permit process. The applicant believes this request is wholly consistent with the City of Twin Falls desire and intention to allow certain uses outright and other uses only with its oversight and approval, including public comment.

#7. Land Use Regulations – (D) Property Development Standards:

7. Access: all lots shall have a 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, or by a recorded easement.

The applicant did not provide a reason for requesting this amendment to the PUD.

#8. Land Use Regulations – (D) Property Development Standards:

12. Building Standards:

- a. Buildings: New buildings are to be designed in such a way as to conform with the general residential nature of the neighborhood. All buildings shall be of residential character with the exteriors of architectural masonry, stone, stucco, ~~or~~ architectural steel siding, wood or cementitious materials (e.g. Hardie board). Building faces shall include windows, setbacks, awnings, parapet variations, material variations, color variations and other architectural treatments to break up large uniform surfaces.

The applicant did not provide a reason for requesting this amendment to the PUD.

#9 Land Use Regulations – (D) Property Development Standards:

12. Building Standards:

- d. Buildings shall have exteriors of architectural masonry, stone, stucco, ~~or~~ architectural steel siding, wood, or cementitious materials (e.g. Hardie board).

The applicant did not provide a reason for requesting this amendment to the PUD.

Possible Impacts of the PUD Amendment as listed above:

#1: Staff does not feel this amendment has a significant impact on the development in terms of design and use of the property. The changes being made are consistent with Current City Code and the overall design of surrounding neighborhoods and existing zoning districts.

#2 & #4: Although City Code does identify detached accessory and accessory buildings differently in our definitions, this amendment will clarify any discrepancy that may have existed. Staff does not feel this amendment will not have a significant impact on the surrounding area in terms of overall design or use of the property.

#3, #5, & #6: In 8 years this area has been up-zoned to include a dramatic increase in available dwelling units and density. In 2006 the area was annexed as an R-2 zoning designation that requires separate lots for each building, and a maximum of 2 dwelling units per building, and no commercial aspect to the development. In 2009, a portion of that area was zoned R-4, which still requires separate lots for buildings, and a maximum of 4

dwelling units in one building (per special use permit). This rezone also brought an inclusion of some commercial/office aspect into a portion of the property. In 2010 the entirety (both R-2 and R-4 PRO areas) was again rezoned to R-6 PRO, this too required each building to be on its own lot, and put a permitted maximum of 6 dwelling units per building. In 2012, a PUD Amendment was approved for a +/- 5 acre portion of the project that allowed multiple buildings on one lot, with a maximum of 6 units per building. This current amendment is asking to increase the permitted number of units per building as well as allow multiple buildings on one lot through a Special Use Permit Process.

The allowance of multiple buildings on one lot is a type of design language not found in any Residential Zone in the Twin Falls City Code. This language is found in the Commercial and Industrial zoning code sections. The Devon Senior Housing project mentioned by the applicant in their letter is found in the C-1: Commercial Highway zoning district.

The amendment to allow 8 dwelling units per building is significantly different from the total allowable units that were possible in 2006 when this area was annexed under the R-2 Zoning district, as well as the subsequent rezone to R-4 PRO that took place in 2009. The approved R-6 PRO PUD currently in effect does place a maximum of 6 dwelling units per building. The base R-6 Zoning District does not have a maximum dwelling unit built into the current code. However, the increase in available density from 6 to 8 units will have an impact on the current uses in the area as well as the potential surrounding uses if approved. Per **City Code 10-6-1.3(A)**: "In residential zoning subdistricts, the number of units per building shall be determined by commission and council action."

The potential for an increase in the amount of possible dwelling units will have an impact on water and sewer services in the area. The recorded subdivision and its lots were calculated at a certain rate of usage for water and sewer. We are unable to determine the actual impacts that may occur due to the conceptual nature of the submitted development plan. Typically, we would be able to ascertain the impacts of these types of developments on a case by case basis when they went through the subdivision process. If the amendment to allow multiple buildings on a lot is approved, we do not have a mechanism that provides for this modeling to be required prior to development of the land. Therefore the extent of the impacts on the surrounding area cannot be determined at this time. We need a new infrastructure model of the water and sewer systems take place prior to any development on Lots 2-5 of the WS&V Subdivision First Amended, due to the changes in capacity being proposed, because there is no way to responsibly size the infrastructure. The flexibility sought by the applicant means the infrastructure size is likely to be too big or too small.

#7: This amendment will have an impact on the design and use of this development. This amendment will change the requirement for roadways built within the PUD. They roadways will no longer have the requirement to build to City of Twin Falls Standards. The roadways will be private, not maintained or accepted by the City. The development plan does not contain any internal roadways, conceptual or otherwise. The impacts of allowing roadways to be designated via easement could lead to issues with the connectivity to

surrounding City Streets. The impacts cannot be determined at this point due to the lack of designated access points on dedicated City Streets.

#8: Staff does not feel this amendment has a significant impact on the development in terms of design and use of the property. The changes being made are consistent with Current City Code and the overall design of surrounding neighborhoods and existing zoning districts.

Conclusion:

Should the Commission be moved to recommend approval of this request as presented, staff recommends the following conditions:

1. Subject to amendments as required by Building, Engineering, Fire, and Zoning Officials to ensure compliance with all applicable City Code requirements and standards and the WS&V PUD #263; a R-6 PRO Planned Unit Development.
2. Subject to a new infrastructure model for sewer and water systems, and corresponding construction plans, being approved by the City prior to any development occurring on Lots 2-5 of the WS&V Subdivision First Amended.
3. Subject to a development plan showing private roadway easements, and access points onto dedicated public roadways, being approved by the City prior to any development on Lots 2-5 of the WS&V Subdivision First Amended; or proposed amendment “Land Use Regulations – (D) Property Development Standards: 7 – Access: ...or by a recorded easement” being removed from the Amended PUD Agreement.

Attachments:

1. Letter of Request
2. Zoning Vicinity & Aerial Map
3. Applicant Submitted Development Plan
4. Current WS&V PUD Agreement
5. Proposed Amendment / Changes
6. Site Photos

**WORST, FITZGERALD &
STOVER, P.L.L.C.**

**RICHARD J. "TUG" WORST
JOHN O. FITZGERALD, II
TIMOTHY J. STOVER
DAVID W. GADD
KARA M. GLECKLER
LOUIS V. SPIKER
KIRK A. MELTON**

Attorneys at Law

November 4, 2013
Hand Delivered

City of Twin Falls
Attn: Jonathon Spendlove
305 3rd Ave. E.
Twin Falls, ID 83301

RE: Request of WS&V, LLC for Amendment to WS&V PUD R-6 PRO PLANNED
UNIT DEVELOPMENT AGREEMENT

Dear Mr. Spendlove:

WS&V, LLC, an Idaho limited liability company ("WS&V"), respectfully comes before you requesting further amendment to WS&V PUD R-6 PRO PLANNED UNIT DEVELOPMENT AGREEMENT (the "PUD Agreement") to correct errors, conflicts and ambiguities in the PUD Agreement, and to amend the development approval process under the PUD Agreement without diminishing the intended governmental oversight and approval of the development of the subject property, to include the opportunity for public comment.

Enclosed is the existing PUD Agreement with the requested amendments identified, by redline revision, at Exhibit "C".

1. Listed under both "Permitted Uses" and "Special Uses" is doctor's office. The first amendment is to delete the doctor's office use from "Special Uses" to correct the error and conflict, and clarify doctor's office is a permitted use. *See* Land Use Regulations, (A) Permitted Uses, section 3.a. and (B) Special Uses, section 4.b.
2. Permitted Uses, section 6.a. is amended to clarify accessory buildings are detached accessory buildings. *Compare* Land Use Regulations, (A) Permitted Uses, section 6.a. and (B) Special Uses, section 7.a. Further, consistent with the R-6 zoning district provisions, Special Uses, section 7.a. is clarified with respect to detached accessory buildings of more than 1,000 square feet.
3. Permitted Uses, section 6.e. is modified to provide "Dwellings – multiple household" to a maximum of eight (8) units from six (6) units; and Special Uses, section 7.f. is modified to provide "Dwelling – multiple household" from more than eight (8) units to a maximum of twelve (12) units.

Main Office: 905 Shoshone Street North, Twin Falls, ID 83301
P.O. Box 1428, Twin Falls, ID 83303-1428
Phone: (208) 736-9900 | Facsimile: (208) 736-9929
www.magicvalleylaw.com

Boise Office: 3858 N. Garden Center Way, Ste. 200, Boise, ID 83703 | (208) 391-4542

These two requested amendments originate from WS&V's original application and the attachments to the PUD Agreement identifying Devon Senior Housing, located at 1338 North College Road East (the corner of North College Road East and Locust Street North) as a conceptual development of a portion of the subject property. Devon Senior Housing is a multiple household complex consisting of twenty-four (24) units per building with detached accessory buildings of more than 1,000 square feet.

4. Section 1 of Property Development Standards is amended to distinguish between uses that are permitted outright under "Permitted Uses" and uses that are allowed by special permit under "Special Uses" to facilitate WS&V's development and marketing of the subject property in a manageable process yet providing governmental oversight, input and approvals, including opportunity for public comment, without having to trudge through the process to amend the PUD Agreement on a project by project or proposal by proposal basis.

Consistent with the existing PUD Agreement, those uses permitted under "Permitted Uses" are permitted outright without further governmental oversight, input or otherwise approval, including without public comment. In contrast, those uses under "Special Uses" are permitted upon the grant of a special use, which invokes governmental oversight, input and approval, including opportunity for public comment. By way of examples:

- If WS&V proposed "dwellings – multiple household" consisting of more than eight (8) units, it is required to seek and obtain a special use permit (the City of Twin Falls' approval with opportunity for public comment) for such development and use of the subject property; and
- If WS&V proposed "dwellings – multiple household" consisting of six (6) units (a permitted use), but desired multiple buildings, such as four buildings of six household units each, on one lot of the subject property, WS&V is required, under Section 1 of Property Development Standards as amended, to seek and obtain a special use permit (the City of Twin Falls' approval with opportunity for public comment) for such development and use of the subject property due to the number of desired buildings on the particular lot of the subject property.

Thus, the requested amendment to Section 1 of Property Development Standards is wholly consistent with the City of Twin Falls desire and intention to allow certain uses outright and other uses only with its oversight and approval, including allowing for public comment on such other uses.

Through counsel, J. Dee May, homeowners within the Fieldstone Subdivision have made objection to WS&V's previously sought amendments (and reconsiderations) to the PUD Agreement. WS&V submits the grant of the foregoing requested amendments to the PUD Agreement are not inconsistent or contrary to the objections previously presented by Mr. May.

Mr. May's clients' objections were couched in the expansion of a prior approval and granting WS&V "carte blanche" ability to develop and market the subject property, under the PUD Agreement, without further governmental oversight, input or otherwise approval, including without public comment. Mr. May wrote in his March 4, 2013 letter to Honorable Mayor Lanting and City Council Members:

We understanding that the goal of every developer is to make a profit; and that this is hard to do in the midst of the national and local economic challenges of the last couple of years. Nevertheless, it is even more important in these unstable times to make sure that over sight of such development projects by our government is not compromised or fast tracked in any way.

J. Dee May March 4, 2013 Letter at pg. 2.

Not contrary to, but consistent with, Mr. May's clients' position, WS&V submits the requested amendments properly and appropriately balance: **(a)** the City of Twin Falls' desire and intent to maintain oversight, input and otherwise approval authority, including public comment on, the development of the subject property; and **(b)** WS&V's ability to develop and market the subject property in a manageable process.

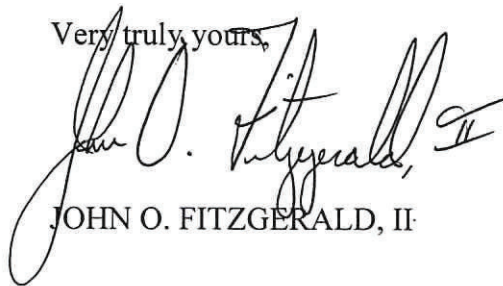
Moreover, the changes proposed by the Amended Planned Unit Development Agreement, in no way impede the PUD's ability to meet the standards set forth in Twin Falls City Code Section 10-6-1.4. Specifically, to the best of our knowledge, information and belief:

- The present or potential surrounding uses of the area include the following: residential housing (single family, duplex and multi-family), school, church facility, potential office and commercial (based upon existing and proposed uses as outlined in the transitional uses identified in the comprehensive plan). The proposed special use and permitted uses of the WS&V PUD are not detrimental to such uses, nor are they detrimental to the health, safety and general welfare of the public.
- The density of the planned unit development is based on the R-6 PRO designation allowing for multi-plex dwelling units, which density is in substantial conformity with the density of surrounding districts. Specifically the density of the surrounding areas are as follows: to the immediate south, church and school, to the future development to the east the R-4 PRO designation has been granted, and the property to the north has been granted the C-1 designation. The land to the west is currently agricultural in nature.

City of Twin Falls
Attn: Jonathon Spendlove
November 4, 2013
Page 4

- The variations from the basic zoning district requirements are as follows:
the allowance of more than one structure on an individual lot. Such variations are warranted by the design and amenities proposed to be incorporated in the final development plan in that any proposed development would be under one ownership and would be only granted through the special use permit, giving opportunity for individual project review and public comment.
- Based upon the general street and utility layout as depicted on the Master Plan, it is our belief that the existing streets and proposed streets and utility services will be suitable and adequate for the proposed development.

Accordingly, WS&V respectfully requests approval of the presented amendments to the PUD Agreement.

Very truly yours,

JOHN O. FITZGERALD, II

JOFII:kmg/clh
Enclosures
cc: Client

WS&V PUD

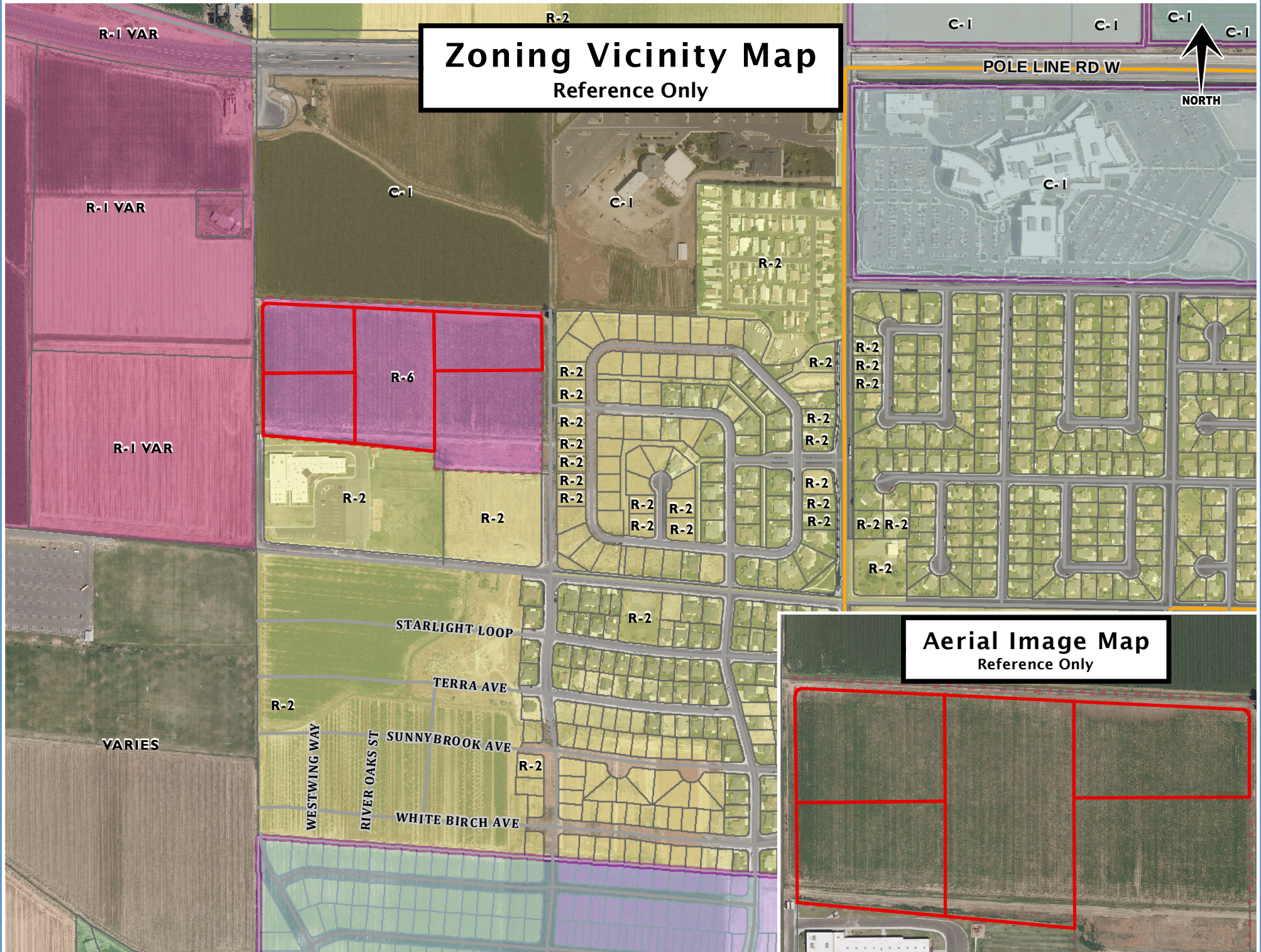
Addendum to R-6 PRO Planned Unit Development Agreement Statement

C.3. DETAILED STATEMENT INFORMATION

- a. The reason for the request is to more clearly define permitted uses and incorporate the ability to allow multiple buildings to be placed on one lot for a residential development as well as associated detached accessory buildings through a special use permit. The request also includes previously approved clarification of residential percentages and building materials.
- b. Proposed changes attached.
- c. This amendment would only change the development by clarifying permitted uses and allowing for a residential multi-family development that can be approved through the special use permit process. It allows the Commission the opportunity to review any multi-family residential development for conformance to the agreement while allowing more than one building to be placed on an individual lot.
- d. The surrounding area should not be changed by this amendment. The normal process would allow for this it would just be more time consuming. The changes proposed do not change the intent of the original PUD it only clarifies some items that weren't originally addressed.

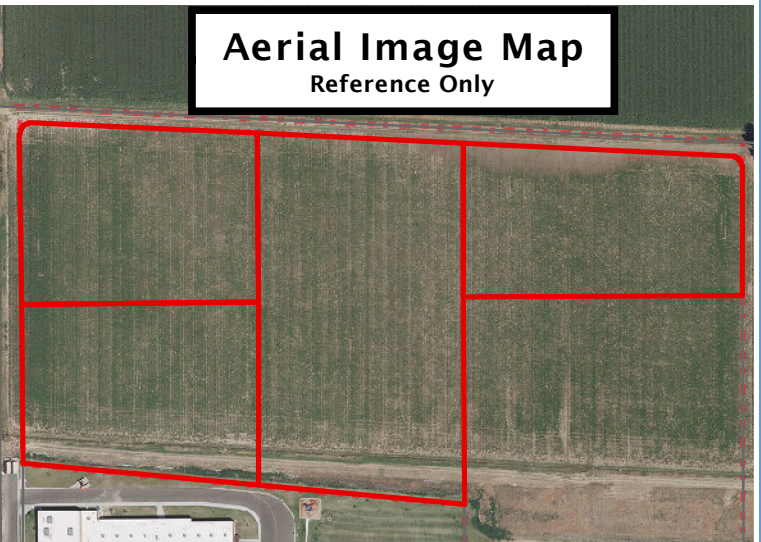
Zoning Vicinity Map

Reference Only



Aerial Image Map

Reference Only



WS&V PUD
R-6 PRO PLANNED UNIT DEVELOPMENT AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 20____, by and between the CITY OF TWIN FALLS, a municipal corporation, State of Idaho (hereinafter called "City"), and WS&V LLC (hereinafter called "Developer"), whose address is PO Box 566, Twin Falls, Idaho 83301-0566.

RECITALS

WHEREAS, Developer is the owner of that 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 north of the northwest corner of the intersection of North College Road and Field Stream Way.

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 medical/professional office and residential (the "Project") on the Property and has submitted to the City a Master Development Plan (Exhibit "B") thereof which has been approved for development as a "R-6 PRO PUD" by the City Council of the City; and

WHEREAS, City, by and through its City Council on September 20, 2010, has agreed to the development of said land 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 and are as follows:

1. Subject to site plan amendments as required by Building, Engineering, Fire and Zoning officials to ensure compliance with all applicable City Zone requirements and Standards and approval of a PUD Agreement prior to recordation of a final plat.
2. Subject to arterial and collector streets adjacent and within the property being dedicated to the City of Twin Falls and to be rebuilt or built to current City standards upon development or change of use of the property.
3. Subject to development meeting or exceeding R-6 PRO Code Requirements and Required Improvements (10-11-1 through 9) and/or subject to compliance with attached - Exhibit "C" W, S & V - R-6 PRO PUD, as approved, or whichever is greater.

COVENANTS

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

I. NATURE OF THE AGREEMENT. This Agreement shall become part of the "R-6 PRO 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.

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

A. Uses: as per "Exhibit C"

1. Except as provided herein, the uses shall be limited to those allowed in the R-6 PRO (PUD) zone (Code Section 10-4-18.2) as amended and attached hereto as "Exhibit C".

B. Lot Area: as per "Exhibit C"

1. Except as provided herein, the minimum lot area per single household dwelling shall be four thousand (4,000) square feet, six thousand five hundred (6,500) square feet for a duplex and the lot area for multiplex dwelling units will increase over the duplex area by two thousand (2,000) square feet per dwelling unit or one thousand (1,000) square feet per unit above or below the ground level unit and attached hereto as "Exhibit C".
2. For medical/professional offices, the lot size shall be of sufficient size to provide for the building, off street parking and landscaping and attached hereto as "Exhibit C".

C. Lot Occupancy: as per "Exhibit C"

No dwelling, including its accessory buildings, shall occupy more than sixty percent (60%) of a lot.

For professional offices, there is no occupancy requirement.

D. Building Size: as per "Exhibit C"

The maximum building size is 14,000 S.F. (a larger building may be allowed with an application for special use permit).

E. Building Height: as per "Exhibit C"

No building shall be greater than 35' above grade, as measured per 10-2-1 of City Code, as amended.

F. Hours of Operation: as per "Exhibit C"

Hours of operation for all professional office buildings shall be 7:00 am to 9:00 pm unless extended hours of operation are permitted with an approved special use permit.

G. Phasing of Development

Developer shall be permitted to develop the property in phases, so long as these phases are in compliance with the Master Development Plan and this PUD Agreement. Approval for each phase may be obtained by submission to the City Engineer of technically correct designs and improvement plans for necessary construction. The designation and location of specific uses on the Master Development Plan are conceptual and changes therefrom shall not provide basis for disapproval of any phase. There shall be no minimum or maximum limit between the occurrence of phases.

III. STREET, SEWER, WATER AND DRAINAGE IMPROVEMENTS.

Developer, or their designee by appropriate agreement, shall be responsible for the design and construction of street, sewer, water and drainage systems on the Property and adjacent right-of-ways (hereinafter "Improvements") as described herein in accordance with City Standards.

A. Improvement Plans. Developer shall file or cause to be filed with the City a complete set of plans showing all improvements contemplated. The Improvement 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 PUD Agreement.

B. Improvement Design and Construction. Developer, at its expense, shall cause all improvements shown on the Improvement Plan to be designed, constructed and installed consistent with approved Improvement Plans except as otherwise provided herein. Notwithstanding the foregoing, nothing in this Agreement shall prohibit City, State or Federal participation in the cost or financing of Improvements on the Property if mutually agreed by the parties hereto.

C. Phased Construction. Developer may install the Improvements at one time, or in phases, as the Developer shall determine in its sole discretion. 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.

- D. Non-Compliance. In the event any of the Improvements are not consistent with the Improvement Plans, the City shall give written notice to Developer of said non-compliance. Developer shall cure said non-compliance within thirty days of its receipt of notice, or in the case of non-compliance that will require in excess of thirty days to cure, Developer shall commence to cure within thirty 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 such "PUD" until such time as 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 paragraph and shall have the right to be heard as to why such building permits and certificates 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.
- E. 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 to the Improvement 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.
- F. 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.

IV. PLATS.

- A. Developer agrees to file with City preliminary plat and final plates prepared by a registered professional engineer, of the real property, which is the subject of this agreement. Preliminary and final plats 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 Standard Developer's Agreement. It is agreed that said plats and any amendments thereto must first be approved by the City.

- V. PARCEL DEVELOPMENT CRITERIA, as per "Exhibit C". The Property or any portion thereof shall be developed in accordance with the criteria set forth in this Section V -- as per "Exhibit C".

- 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.
- B. Landscaping and Planting, as per "Exhibit C".
- C. Landscaping Plan, as per "Exhibit C".
- D. Building Standards, as per "Exhibit C". Buildings and improvements shall comply with the following standards.
 - 1. Architectural Standards. as per "Exhibit C".
 - 2. Outside Storage / Loading Docks. as per "Exhibit C".
 - 3. Utilities. All on-site utility service lines located within a parcel shall be placed underground. Any transformer or terminal equipment provided within or immediately adjacent to the parcel shall be visibly screened from the view from streets, with screening material such as landscaping or other approved material.
 - 4. Sign Plan. All signage shall conform to City of Twin Falls Sign Regulations Ordinance, subject to the following:
 - a) Building Signs. as per "Exhibit C".

VI. STANDARD DEVELOPER'S AGREEMENT. It is understood and agreed by the parties hereto that Developer shall execute the City's Standard Developer's Agreement.

VII. 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 reduced 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".

- E. Successors and Assigns. This Agreement shall be binding upon the successors, assigns and legal representatives of the parties hereto. Transfer of all or a portion of the Property shall create a notation 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 from this Agreement, and the remaining portions thereof shall not be affected.
- G. Signatories. Each of the persons executing this Agreement hereby warrants that he or she is duly authorized and empowered to so act on behalf of the entity for which he or she 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. 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, or to pursue any remedy provided by law, the party, which prevails, shall be entitled to a reasonable attorney's fee.
- J. 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, by reason of the rule of construction that a contract is to be construed more strictly against the person who himself, or through his agents, prepared the same, it being acknowledged that both parties have participated in the preparation hereof.
- K. Attachment. All attachments to this Agreement and recitals are incorporated herein and made a part thereof as if set forth in full.
- L. 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 City has affixed its seal and caused these presents to be executed by its Mayor on the date above written.

CITY OF TWIN FALLS

ATTEST: _____

BY: _____
Mayor
DEVELOPER
WS&V LLC

ATTEST: _____

BY: _____

ACKNOWLEDGMENTS

STATE OF IDAHO)
)ss.
COUNTY OF TWIN FALLS)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said State and County, personally appeared _____ known to me to be the _____ of Twin Falls, the municipal corporation that executed the within and foregoing instrument, 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.

NOTARY PUBLIC FOR IDAHO
Residing At: _____
My Commission Expires: _____

ACKNOWLEDGMENTS

STATE OF IDAHO)
)ss.
COUNTY OF TWIN FALLS)

On this _____ day of _____, 20____, before me personally appeared _____, known and identified to me to be _____ of the corporation that executed the instrument of the persons who executed the instrument on behalf of said corporation, and acknowledge to me that such corporation executed the same.

NOTARY PUBLIC FOR IDAHO
Residing At: _____
My Commission Expires: _____

EXHIBIT A - LEGAL DESCRIPTION

Lots 2, 3, 4, and 5, Block 1, WS&V Subdivision First Amended, Lot 2, Block 1, WS&V Subdivision Conveyance Plat, according to the official plat thereof recorded in the office of the Twin Falls County Recorder in book 2324 of plats on ~~page 4~~ page 13.

EXHIBIT "C"
WS&V
R-6 PRO PUD
September 20, 2010 - CC DECISIONS

LAND USE REGULATIONS: -

- (A) **PERMITTED USES: Buildings, structures or premises shall be used and buildings and structures shall hereunder be erected, altered or enlarged only for the following uses:**

(Hours of operation shall be 7:00 am to 9:00 pm unless extended hours of operation are permitted with an approved special use permit or unless stated elsewhere in this Exhibit)

1. Communications and Utilities:
 - a. Underground and aboveground transmission lines.
 - b. Utility owned buildings and structures less than twenty five (25) square feet in area and less than three feet (3') aboveground.
2. Governmental Facilities:
 - a. Governmental office buildings
3. Medical Facilities
 - ~~4-a.~~ Doctor's office
- ~~5-4.~~ Parks:
 - a. Open space.
 - b. Private parks and playgrounds without crowd attracting facilities.
 - c. Public parks and playgrounds without crowd attracting facilities.
- ~~6-5.~~ Public Assembly:
 - a. Religious facilities.
 - b. Schools - private academic.
 - c. Schools - public.
- ~~7-6.~~ Residential (unrestricted hours of operation):
 - a. ~~Detached Aeeessory-accessory~~ buildings (less than 1,000 square feet), personal swimming pools and other accessory uses.
 - b. Dwellings - attached single household dwellings on lots fronting on an arterial or collector street.
 - c. Dwellings - detached single household.
 - d. Dwellings - duplex.
 - e. Dwellings - multiple household (max ~~6-8~~ units).
 - f. Dwellings - triplex and four-plex. (Ord. 2526, 5-20-1996)
 - g. Household units in the same building as an allowed use and occupied by owner or an employee of the allowed use.
 - h. Nursing homes and rest homes with a maximum of 16 residents/beds - including staff
- ~~8-7.~~ Services:
 - a. Finance and investment offices.

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- b. Insurance and related business.
- c. Professional services.
- d. Photography studios.
- e. Real estate and related business.

(B) **SPECIAL USES:** A special use 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 unless special provisions are taken. Special use permits may be granted for the following uses:
(Hours of operation shall be 7:00 am to 9:00 pm unless extended hours of operation are permitted with an approved special use permit)

1. Communications and Utilities:
 - a. Utility owned buildings and structured more than twenty five (25) square feet in area or more 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. Judicial facilities.
4. Medical Facilities:
 - a. Ambulance service.
 - ~~b. Doctor's Offices~~
5. Parks:
 - a. Park concessions.
 - b. Public parks and playgrounds with crowd attracting facilities.
6. Public Assembly:
 - a. Auditoriums.
7. Residential:
 - a. Detached accessory buildings (more than 1,000 square feet) associated to a residential use i.e., carports, garages, clubhouse and other accessory buildings.
 - b. Bed and breakfast facilities.
 - c. Home occupations.
 - d. Nursing home and rest homes with 17 or more residents/beds - including resident staff
 - ~~e.~~ Residence halls-medical related, residence hotels-medical related, rooming houses-medical related
 - ~~e.f.~~ Dwellings – multiple household (more than 8 units to maximum of 12 units).
8. Services:
 - a. Beauty salons/barbershops.
 - b. Commercial daycare facilities and preschools.

- c. Consumer credit collection.
- d. Employment agency.
- e. In home daycare services.
- 9. Sports Facilities:
 - a. Outdoor, public and commercial ice and roller skating facilities.
 - b. Outdoor, public and commercial swimming pools.
 - c. Outdoor, public and commercial tennis courts.
- 10. Transportation:
 - a. Bus - pick up shelters.

(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.

(D) **PROPERTY DEVELOPMENT STANDARDS:**

- 1. Use of Lots: Under section (A) PERMITTED USES hereinabove, Each each building, except accessory structuresbuildings, shall be located on a separate lot and each such lot and the buildings or structures thereon shall conform to the minimum dimensional standards contained herein. Under section (B) SPECIAL USES hereinabove, multiple buildings, including accessory buildings, may be located on a lot and each such lot and the buildings or structures thereon shall conform to the minimum dimensional standards contained herein.
 - a. Minimum of 15% and a Maximum of 85% of the project to be residential development.
- 2. Lot Area:
 - a. The minimum lot area per single household dwelling shall be four thousand (4,000) square feet, six thousand five hundred (6,500) square feet for a duplex and the lot area for multiplex dwelling units will increase over the duplex area by two thousand (2,000) square feet per dwelling unit or one thousand (1,000) square feet per unit or below the ground level unit.
 - b. For professional offices, the lot size shall be of sufficient size to provide for the building, off street parking and landscaping.
- 3. Lot Occupancy: No dwelling, including its accessory buildings, shall occupy more than sixty percent (60%) of a lot.
 - a. For professional offices, there is no occupancy requirement.
- 4. Building Height: No building shall be greater than 35' above grade, as measured per 10-2-1 of City Code, as amended.
- 5. Building Size: The maximum building size is 14,000 sf (a larger building may be permitted with a Special Use Permit.)

6. Yards:

- a. Front Yard: Front yards shall conform to the following standards, or section 10-7-6 of this title, whichever is greater: (Ord. 2741, 11-4-2002)
 - 1) The front building line shall not be closer than twenty feet (20') to the front property line.
 - 2) Where lots have double frontage on two (2) streets, the required front yard of twenty feet (20') shall be provided on both streets.
 - 3) On a corner lot the required front yard of twenty feet (20') shall be provided on both streets.
 - 4) No accessory buildings shall be constructed in the front yard nor closer than twenty feet (20') to the property line on other street frontages.
- b. Side Yard:
 - 1) The side building line shall not be closer than five feet (5') to the side property line.
 - 2) Detached accessory buildings shall not be closer than three feet (3') to the rear property line nor closer than ten feet (10') to a main building except as provided by section 10-7-5 of this title. Architectural projections of detached accessory buildings shall not be closer than two feet (2') to the side property line except as provided in section 10-7-5 of this title.
 - 3) Architectural projections of main buildings and attached accessory buildings shall not be closer than two and one-half feet (2 ½') to the side property line.
- c. Rear Yard:
 - 1) The rear building line shall not be closer than fifteen feet (15') to the rear property line for residential uses and fifteen feet (15') for other uses.
 - 2) Detached accessory building shall not be closer than three feet (3') to the rear property line nor closer than ten feet (10') to a main building except as provided by section 10-7-5 of this title. Architectural projections of detached accessory buildings shall not be closer than two feet (2') to the rear property line except as provided in section 10-7-5 of this title.
 - 3) On a corner lot, the rear yard setback may be reduced to the side yard setback.
 - 4) For professional offices, the rear yard may be reduced to the side yard setback of the basic district.

7. 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 or by a recorded easement.

8. Landscaping Plan (PUD): All landscaped shall comply with the provisions of section 10-11-2 of this title.
 - a. Professional Uses: Professional offices shall provide landscaping equal to twenty-five percent (25%) of the total lot area.
 - b. Residential Uses: Residential development, excluding single family and/or duplex dwellings, shall provide landscaping equal to ten percent (10%) of the total lot area.
 - c. Landscaping shall be required to be installed on each parcel/lot of the Property at the same site and building improvements are completed thereon, or by the next planting season subject to a Temporary Certificate of Occupancy. Landscaped perimeters 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.
 - d. A minimum 20 foot wide landscape buffer, including sidewalk, measured from back of the curb will be constructed along Field Stream Way and Creekside Way.
 - (1) Fifty percent (50%) of the lineal footage of landscaping shall have berms with a ridge elevation of at least eighteen inches (18") in height and with at least fifty percent (50%) of the berms to have a minimum ridge elevation of thirty percent (30%) in height. Trees and shrubs will be provided in ratios meeting the City Code 10-11-2. Trees and shrubs may be grouped, but there shall be no space greater than seventy-five feet (75') between tree and shrub groupings.
 - e. A minimum 20 foot wide landscape buffer, measured from the property line, will be constructed along the north and south boundaries of the PUD project boundary. The landscaping shall include berms with a minimum height of 18 inches to a maximum height of 30 inches.
 - f. The use of planters and landscaped islands within parking lots will 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, solid wall and/or planter boxes to create a defense buffer in a relatively short period of time.
 - g. All landscaping shall be installed in conformance with the project Master Development Plan. All landscaping maintenance will be in a uniform manner.
 - h. The property landscaping will utilize a city pressure irrigation system constructed in compliance with applicable standards.
9. Off Street Parking:
 - a. Each use shall provide parking in compliance with city code.

10. Signs:
- All uses shall comply with the provisions of chapter 9 of this title.
 - Multiple-occupancy buildings shall have a sign plan approved by the administrator.
11. 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 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 the code. (Ord. 2550, 6-2-1997)
- Professional offices shall provide a fence not less than six feet (6') in height that will act as a sight and sound barrier between the professional office use and any contiguous residential lot or use.
12. Building Standards:
- Buildings: New buildings are to be designed in such a way as to conform with the general residential nature of the neighborhood. All buildings shall be of residential character with exteriors of architectural masonry, stone, stucco, ~~or architectural steel siding, wood, or cementitious materials (e.g. Hardie board)~~. Building faces shall include windows, setbacks, awnings, parapet variations, material variations, color variations and other architectural treatments to break up large uniform surfaces.
 - Buildings shall have pitched roofs with a gable or hip roof with a minimum 5/12 pitch and twelve inch (12") eave. Roofing material shall consist of architectural asphalt shingles, architectural metal or tile.
 - Building faces shall be broken up with windows, recesses, awnings or other architectural features that break up large flat surfaces.
 - Buildings shall have exteriors of architectural masonry, stone, stucco, ~~or architectural steel siding, wood, or cementitious materials (e.g. Hardie board)~~.
 - All building public access will be oriented toward the project interior.
 - Lighting: Building and parking area lighting shall be enclosed in fixtures or soffits that direct lighting to the ground surface in a manner that the light source cannot be seen from adjacent properties.
 - Outside Storage/Trash Containers/Loading Docks/Emergency Facilities: Outside storage and/or display is prohibited. Loading docks, trash containers and emergency facilities shall be visibly screened from roadways, residential areas and adjacent properties with screening materials. Screening may consist of landscaping - as per D8, masonry walls, buildings or fencing (vinyl, block, wood).

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Looking North from undeveloped
portion of Field Stream Way

02/03/2014 11:28 AM



Looking Northwest from undeveloped
Portion of Field Stream Way

02/03/2014 11:27 AM



Looking West towards Xavier
Charter School

02/03/2014 11:28 AM



Public Hearing: **TUESDAY, February 11, 2014**

To: Planning & Zoning Commission

From: Rene'e Carraway, Community Development

AGENDA ITEM IV-4

Request:

Request for a Special Use Permit to allow parking of two pieces of heavy equipment in conjunction with an excavation business operating as a home occupation on property located at 911 Rice Circle, c/o Jim & Juline Crandall (app. 2617)

Time Estimate:

The applicant's presentation may take up to fifteen (15) minutes. Staff presentation will be approximately five (5) minutes.

Background:

Applicant:	Status: Owner	Size: 1 Acre
Jim & Juline Crandall 911 Rice Circle Twin Falls, ID 83301 734-4345 208-731-4345 (c) jjcrandall@cablone.net	Current Zoning: SUI Area of Impact (Aol)	Requested Zoning: SUP for home occupation
	Comprehensive Plan: Medium Density Residential	Lot Count: 1 Lot
	Existing Land Use: Residential	Proposed Land Use: Residential with a home occupation
Representative:	Zoning Designations & Surrounding Land Use(s)	
	North: SUI Aol; residential	East: Rice Cr, SUI Aol; residential
	South: Falls Ave W, SUI Aol; Residential	West: SUI Aol; vacant, agriculture
	Applicable Regulations: 10-1-4, 10-1-5, 10-4-2.2(B)6c, 10-10, 10-11-5(A), 10-13	

Approval Process:

The Special Use Permit process requires a public hearing to be held in which interested persons have the opportunity to be heard with regards to the application.

Within thirty (30) days after the public hearing, the Commission shall approve, conditionally approve, or disapprove the application as presented during the hearing. If conditions are placed on the permit, the Administrator shall issue a special use permit listing the specific conditions specified by the Commission for approval.

If an applicant or interested party appeals the decision of the Commission, the 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:

Approval of this request will have marginal impact on the City budget with the possible increase of improvements on the property.

Regulatory Impact:

Approval of this request will allow the applicant to park two pieces of heavy equipment in conjunction with the operation an excavation business as a home occupation.

A special use permit is for zoning purposes only. Other permits such as sign, building, electrical or plumbing permits, etc. may be required. All facilities must comply with all Building and Fire Code Regulations.

History:

The Council approved Ordinance #2521 approving a rezone of the property from RR to R1-43000 in January 1996. The Bradshaw Subdivision was recorded in October 1998. The Twin Falls County Commissioners approved Ordinance #169 rezoning the property from R1-43000 to SUI in July 2004.

The applicants received a building permit for a single family dwelling in 2000. When the dwelling was completed and a certificate of occupancy received, they moved in and began operating their excavation business from this location. In 2005 they received a building permit for a garage that was completed and received a certificate of occupancy in 2006.

Analysis:

The applicants received a building permit to construct their home in 2000. Upon completion they moved in and began operation of their excavation business at 911 Rice Cir. They have not had any complaints until now. City Staff received a complaint that 911 Rice Cir was operating an excavation business out of their home. Upon investigation it was discovered that there were two pieces of heavy equipment being parked in the driveway. When the property was asked he indicated they did use a room in the house for bookwork but no customers or employees come to the home. He bids jobs and drives his equipment to the job site. The two pieces of heavy equipment are vehicles which would not normally be found incidental to a residential use, therefore Staff asked that the applicants apply for a Special Use Permit to operate the equipment in conjunction with the operation of their home occupation. They park their equipment a neat and orderly fashion on their large lot. The applicants state they have been operating this business for over 13 years from this residence and have no complaints from the neighbors. The further state they do not believe there are any adverse effects on adjoining property owners such as noise, glare, odor, fumes or vibrations because all excavation work is done off site. There are no employees and customers do not come to the home. There are no set hours of operation.

The location of the home occupation is within a platted subdivision. The lot is zoned SUI within the Area of Impact. A special use permit is required prior to operating a home occupation in order to mitigate possible adverse effects on adjoining property owners. The total area allowed for an approved home occupation is four-hundred (400 sf) square feet. The parking area used for the two pieces of heavy equipment shall be a maximum of 400 square feet. There cannot be any other exterior indication of the home occupation.

City Code 10-2-1: HOME OCCUPATION: ..."A serviceoffered by the resident of a household unit is performed only by the resident therein and providing the area used in performing the home occupation does not exceed four hundred (400) square feet in area and providing there is no exterior indication of the home occupation. Services which generate no traffic to the premises or which use no vehicles which would not normally be found incidental to a residential use shall be exempt from this definition."

City Code 10-10-2(C): PARKING LAYOUT: Direct private residential driveway access to arterial streets creates a traffic hazard. No development plan or plat creating lots which require direct residential driveway access to an arterial street shall be approved. (Ord. 2347, 9-3-1991)

This site is located on Lot 1, Block 1 of the Bradshaw Subdivision/platted & recorded 1998. On the plat there is a note that states ...**"direct lot access to Falls Ave. West from Lots 1 and 8, Block 1 shall be prohibited"**. The applicants have indicated they park their equipment in a dirt parking area accessed off Falls Ave. West. They use Rice Circle to access their residence. At this time the Falls Ave. West road maintenance in this area is by the Twin Falls County Highway District. The Twin Falls County Highway District would have been required to review and approve this subdivision plat/notes in 1998 as it was and still is located with the Area of Impact.

If the Special Use Permit is granted, as presented and with any conditions, City Staff will conduct a full review of the site and plans to ensure compliance with all applicable City Codes, including Zoning and Engineering requirements prior to issuing the permit.

Possible Impacts: It is not unreasonable to assume that the impacts of this home occupation will remain minimal to the neighboring property owners as this excavation business has been operating in this location for 13 years without complaints. The SUI Zone was designed as a transition between agricultural uses and more dense residential neighborhoods.

Conclusion:

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

1. Subject to the site plan amendments as required by Engineering and Zoning Officials to ensure compliance with applicable City Code Requirements and Standards.
2. Subject to site plan amendments as required ensuring compliance with applicable Twin Falls County Highway District Code Requirements and Standards.

Attachments:

1. Letter of Request
2. Zoning Vicinity/Aerial Map
3. Applicant Submitted Site Plan
4. Applicant Submitted Google Map
5. Bradshaw Final Plat
6. Site Photos

To Whom It May Concern:

We, Jim and Juline Crandall, property owners of the property and home located at 911 Rice Circle, in Twin Falls, County, Idaho do respectfully request that we be allowed a **'Special Use Permit'** to continue running our small business, Crandall Excavating, Inc. out of our home.

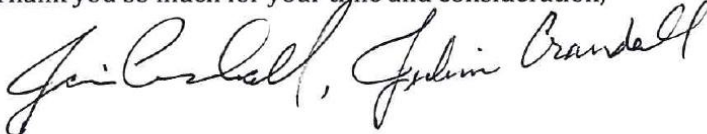
We purchased this property in the summer of 2000. At that time this small cul-de-sac had only 3 existing homes. We loved the county location that allowed us the acreage property space and "country feel" of our childhoods. After the purchase of the land, we started to build our home almost immediately, and met our new neighbors and established great friendships with them throughout our building process. We moved into our new home Thanksgiving weekend, 2000.

Our cul-de-sac has grown to 7 houses during the last 13 years, but it still has a "country feel". We love our neighbors and have a great neighborhood association with each other. Together we have annual summer barbecue's, watch 4th of July fireworks and enjoy our annual Christmas progressive dinner. We have NEVER received a complaint from any of our neighbors or any other person or neighborhood because we park our equipment on our property. We park it in a neat and orderly fashion, keep our grass watered, mowed and trimmed and our property clean and clutter free.

Over the last 13 years, our small excavating business has been run out of a 10' X 12' office space in our home. Jim is the owner and operator of the business, and I am the part-time secretary. When Jim gets a job, he drives to the job location to start and complete his work. All excavation work and running of equipment is done at those job locations. I handle any office, telephone and computer duties here at home. We generate no customer or employee traffic and have no set "hours of operation". Because the excavation work is done at other locations, there is no noise, glare, odor, fumes, vibrations etc. generated from our business in our neighborhood. We park our equipment here on the acreage we own.

We want to be a good neighbor and want to continue the great relationships we all have developed with each other over these years. If there were a problem brought to our attention, we would definitely make the necessary adjustments to make it right. We see and speak with our neighbors on a regular basis so there has been ample opportunity for them to freely express themselves should they feel a need to. But again, we have NEVER received a complaint from any of our neighbors or any other person or neighborhood about anything to do with us, our business, our equipment, our home, our yard, or anything else. We respectfully ask that you please take this fact into consideration when making your decision about our **'Special Use Permit'**.

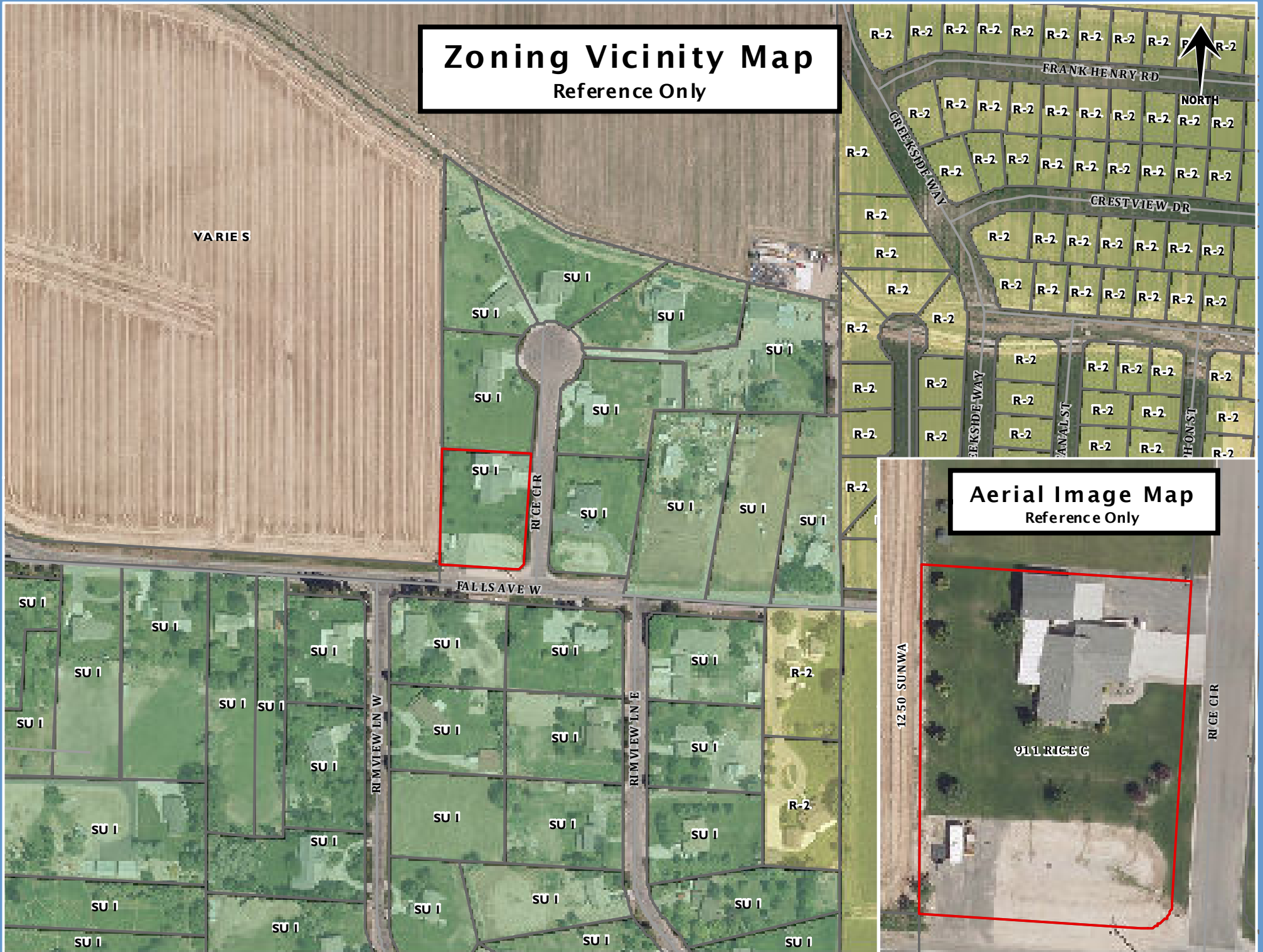
Thank you so much for your time and consideration,

A handwritten signature in cursive script, appearing to read "Jim Crandall, Juline Crandall".

Jim & Juline Crandall

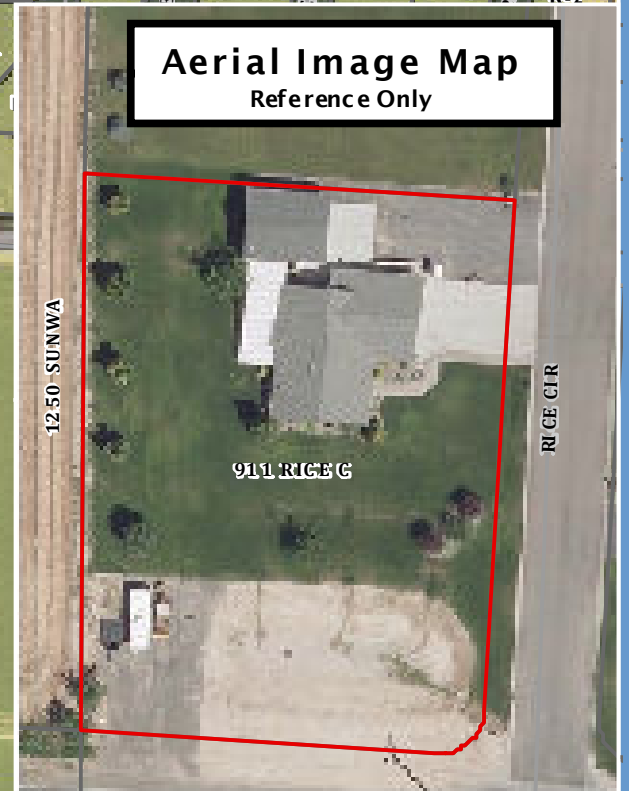
Zoning Vicinity Map

Reference Only



Aerial Image Map

Reference Only





Google earth

feet
meters

100

50



 = Parking Locations

A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, SECTION 6
TOWNSHIP 10 SOUTH, RANGE 17 EAST,
BOISE MERIDIAN
TWIN FALLS, TWIN FALLS COUNTY, IDAHO
1998

T. 9 S., R. 17 E., B.M.
T. 10 S., R. 17 E., B.M.


$$\frac{1000}{900}$$

○ Found 5/8" Iron Pin
○ Found 1/2" Iron Pin
● Set Brass Cap Monument (REAL POINT OF BEGINNING)
● Set 5/8" 30" Iron Pin with Plastic Cap
● Set 1/2"x 24" Iron Pin with Plastic Cap
_____ Boundary Line
_____ Lot Line
_____ Centerline of Street
_____ Utility, Drainage and Irrigation Easement Line

1. Building setbacks and dimensional standards in this subdivision shall be in compliance with the applicable zoning regulations of the City of Tallahassee.
2. Any Re-subdivision of this plot shall comply with the applicable Zoning Regulations in effect at the time of the Re-subdivision.
3. All lot lines common to public right-of-way within Bradshaw Subdivision shall herein shall have a 3' wide Permanent Utilities, Drainage and Irrigation Easement otherwise delineated. However, this shall not preclude the construction of the proposed purchased driveway for the individual lot.
4. The Developer and/or Owner shall comply with Idaho Code, Sections 31-3605 or its provisions that may apply to irrigation rights.
5. The owner of each lot, across which passes an irrigation/drainage ditch or pipe, is responsible for the maintenance thereof unless such responsibility has been previously assigned by Irrigation/Drainage right-of-way agreement.
6. Reference is hereby made to Record of Survey filed as instrument No. 1995007798 for further survey information.
7. Restricted Access – Direct lot access to Falls Ave. West from Lots 1 and 8, Block 1 shall be prohibited.
8. Lots on this plot are subject to restrictions concerning the location of well and septic systems. These restrictions are on file at the South Central District Health Department and are subject to change without the consent of the Health Department and strict conformance to these restrictions.

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE TITLE 50, CHAPTER 13, HAVE BEEN SATISFIED. SANITARY RESTRICTIONS MAY BE REIMPOSED, IN ACCORDANCE WITH IDAHO CODE TITLE 50, CHAPTER 13, SECTION 50-1326, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.

W. K. H.
SOUTH CENTRAL DISTRICT HEALTH DEPT., EHS

KELLY F. & JOAN W. RICE
GARY L. BRADSHAW
P. O. BOX 2655
TWIN FALLS, ID
83303-2655
(208)733-0737

CURVE		CURVE TABLE				
CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BRG
C1	60°00'30"	20.00	20.94	20.00	11.55	N087°28'E
C2	92°52'30"	70.00	113.47	101.45	73.60	S026°15'W
C3	36°40'30"	70.00	44.81	44.05	23.20	S45°59'46"E
C4	36°40'30"	70.00	44.81	44.05	23.20	N087°14'W
C5	55°06'34"	70.00	67.33	64.76	36.52	N42°26'13"E
C6	16°14'54"	70.00	20.40	20.33	10.27	N08°31'59"W
C7	61°58'04"	70.00	75.71	72.07	42.03	N32°40'02"E
C8	60°00'00"	20.00	20.94	20.00	11.55	S33°47'02"E
C9	89°59'52"	20.00	31.42	28.28	20.00	N48°46'50"E
C10	90°00'08"	20.00	31.42	28.28	20.00	S41°45'02"E

J-U-B ENGINEERS, INC.
Engineers Surveyors Planners
Twin Falls, Idaho

PLAT BOOK _____ PAGE _____

BRADSHAW SUBD.



Falls Ave W looking Northeast.



Southeast corner of the property looking northwest.



Northeast corner of property looking southwest.



Public Hearing: **TUESDAY, February 11, 2014**

To: Planning & Zoning Commission

From: Rene'e Carraway, Community Development

AGENDA ITEM IV-5

Request: Request for a Special Use Permit to allow development and operation of a Tourist Information Center on property located at 3591 Blue Lakes Boulevard North c/o Shawn Barigar on behalf of Twin Falls Chamber of Commerce (app. 2618)

Time Estimate:

The applicant's presentation may take up to ten (10) minutes. Staff presentation will be approximately five (5) minutes.

Background:

Applicant:	Status: Lease Agreement	Size: Land +/-2 Acres Building +/- 5000 sqft
Twin Falls Chamber of Commerce 858 Blue Lakes Blvd N Twin Falls, ID 83301 208-733-3974	Current Zoning: OS	Requested Zoning: SUP
	Comprehensive Plan: Commercial/Retail	Lot Count: 1 Lot
	Existing Land Use: Tourist Information Center/public parking	Proposed Land Use: Tourist Information Center
Representative:	Zoning Designations & Surrounding Land Use(s)	
Shawn Barigar Chamber President 208-733-3974 shawn@twinfallschamber.com	North: OS; Public Trail/ Snake River Canyon	East: OS; Public Trail/ Hwy 93/BLBN /Magic Valley Mall
	South: C-1 PUD; Canyon Park Development/Commercial	West: C-1 PUD; Canyon Park Development/Commercial
	Applicable Regulations: 10-1-4, 10-1-5, 10-4-11.2(B)7a, 10-10, 10-11-1 thru 8, 10-13	

Approval Process:

The Special Use Permit process requires a public hearing to be held in which interested persons have the opportunity to be heard with regards to the application.

Within thirty (30) days after the public hearing, the Commission shall approve, conditionally approve, or disapprove the application as presented during the hearing. If conditions are placed on the permit, the Administrator shall issue a special use permit listing the specific conditions specified by the Commission for approval.

If an applicant or interested party appeals the decision of the Commission, the 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:

Approval of this request will have no impact on the City budget.

Regulatory Impact:

Approval of this request will allow the applicant to move forward with the building permit phase and to commence construction when appropriate.

A special use permit is for zoning purposes only. Other permits such as sign, building, electrical or plumbing permits, etc. may be required. All facilities must comply with all Building and Fire Code Regulations.

History:

There is little known zoning history on this particular site. Records show the Open Space Zone was established in the City Code in 1981. It is believed the area where the Tourist Information Center now resides was zoned Open Space at that time. The structure was reportedly built in 1989. The restrooms located on the site were built in 1991-92 in a joint venture between the City and State of Idaho. The latest lease was signed in 2010 between the City and the State of Idaho.

Analysis:

This is a request for a special use permit to allow development and operation of a Tourist Information Center in the Open Space Zone. The applicant has submitted a general overview of the proposed building and its operation. The new building will be approximately 5000 square feet. The building would be open year round, with hours of operation generally being 8:00 AM to 8:00 PM; earlier closing times will be in effect during the winter months. The final employee numbers are unknown at this point; they anticipate using volunteers as well as some paid employees to supplement staffing needs.

The new building will include some site improvements, including additional paved parking areas, new/replaced sidewalk, more appropriate landscaping, and some other new elements. The applicant has stated that the Chamber will work closely with the Centennial Commission and the Parks Department on final design of the area to ensure the integrity of the current improvements and the level public access are maintained.

Per City Code 10-4-11.2: Open Space Zone: a Special Use Permit is required to establish and operate a Tourist Information Center within the Open Space Zone. The current Tourist Information Center has been in operation since 1989, it has been an asset to the community for many years. The City has been the lease holder for a number of years. As of this date, there has been no known code violations associated with this property.

Per City Code 10-10: Parking: The parking requirements for this potential building are 1 space per 300 square feet of floor area. With this being a tourist attraction, additional parking should be planned for, especially during the peak season. A full review of the parking requirements will be conducted at the time of building permit submittal. It is believed the site plan provided has accounted for the required parking per City Code, as well as additional spaces.

Per City Code 10-11-1 thru 8: Required Improvements: All required improvements will be reviewed at the time of building permit submittal. These requirements include landscaping, parking areas, drainage, and other applicable City Codes. It is believed the site plan submitted is in substantial compliance with currently applicable City Codes.

Possible Impacts: The current tourist information center is open on a seasonal basis; this also includes the bathrooms on site. Although the peak season for tourist traffic is during the summer months, a substantial amount of tourists visit the Snake River Canyon during the off-peak times as well. Approval of this special use permit will allow the Chamber of Commerce to remove the existing buildings, replace them with a year round staffed visitor center, while maintaining the public access to the City maintained trail. This also alleviates the City of Twin Falls of the responsibility to maintain the facilities as well as the lease of the land. Staff feels the integrity and purpose of the Open Space zone will be maintained while providing for an improved experience for visitors to the Canyon Rim Trail system.

Conclusion:

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

1. Subject to the site plan amendments as required by Building, Engineering, Fire, and Zoning Officials to ensure compliance with applicable City Code Requirements and Standards.

Attachments:

1. Letter of Request
2. Zoning Vicinity Map
3. Aerial Map
4. Applicant Submitted Site Plan
5. Site Photos

Special Use Permit Application Narrative

January 16, 2014

Submitted by: Shawn Barigar, President/CEO, Twin Falls Area Chamber of Commerce

The Twin Falls Area Chamber of Commerce has operated a seasonal Tourist Information Center since 1989 on the property owned by the Idaho Transportation Department and leased to the City of Twin Falls. The Chamber has been working for several years to plan for a replacement of the current facility with an expanded, updated, modern, and functional center to better meet the needs of the citizens of Twin Falls, the business community membership of the Chamber of Commerce, and visitors to the South Central Idaho region.

The Chamber is at a point in its planning and consideration to move forward with construction of a new approximately 5000-square-foot tourist information center at the same location as the current buildings. Because of the expansion of more than 25%, the Chamber is working with the City of Twin Falls on application for a new Special Use Permit to be approved prior to the issuing of a building permit.

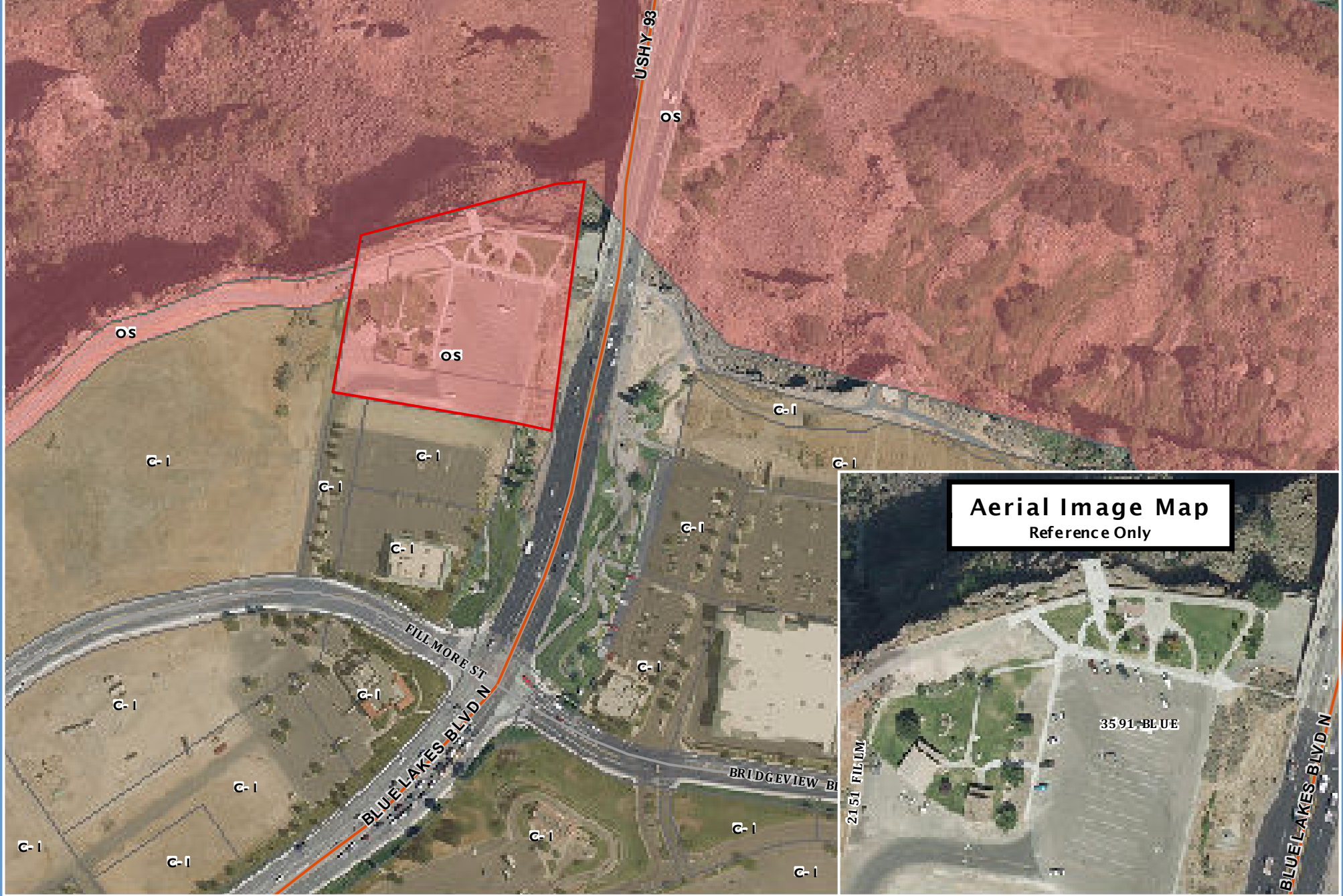
The new tourist information center would operate year-round, instead of only the March to October seasonal timeframe in which it operates now. Hours of operation run generally from 8:00am to 8:00pm daily, with an earlier closing time anticipated during the winter months when there is less daylight in the evenings. Current visitor counts to the center are 25,000 to 27,000 each year (March-October). We would anticipate an increase to these counts, based upon being open during the October to March timeframe. We are currently reviewing the operational plans for the center to determine final staffing needs. Our intent is to continue to staff the center with volunteer assistance, as it is now, with supplemental paid employees.

The new construction includes improvements to the facility, the landscaping, parking, and pedestrian/bicycle access of the trails. The new center will maintain public access to the trailhead and overlook. Renovation of the current Centennial Plaza area is also proposed, to simplify maintenance and include more appropriate landscape elements which better match the other landscaping enhancements in the area and better serve the needs of users. Existing elements of the plaza will be maintained, with slight modifications proposed. The Chamber will work closely with the members of the Centennial Commission and the City of Twin Falls Parks and Recreation Department on final design.

A modernized tourist information center will be better able to effectively market the many opportunities Twin Falls and South Central Idaho have to offer and celebrate the heritage and history of the region. Its function will match well with the commercial properties at the north entrance to Twin Falls as well as integrate well with the trailhead, overlook, and natural beauty of the open space along the Snake River Canyon in this area.

Zoning Vicinity Map

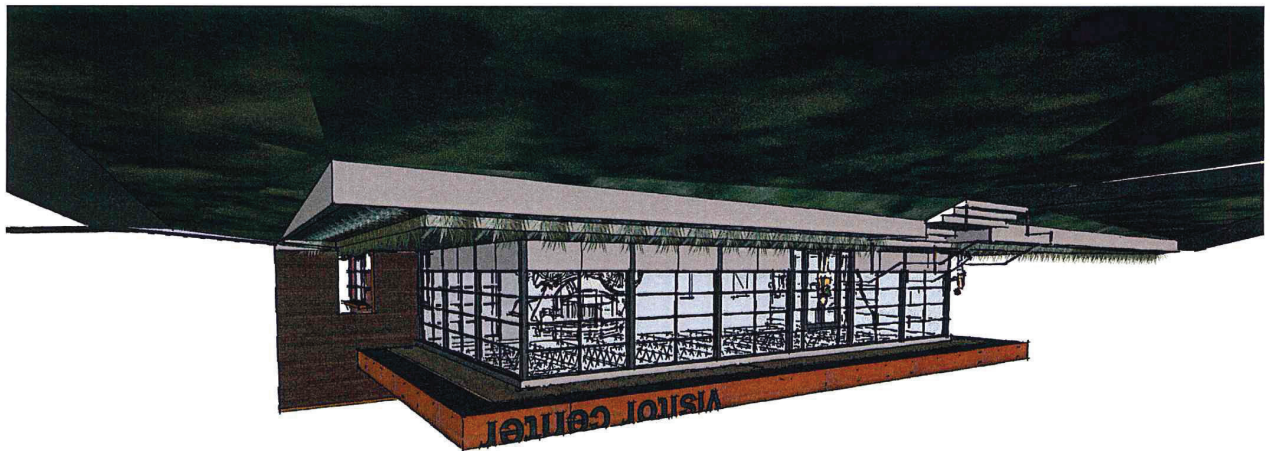
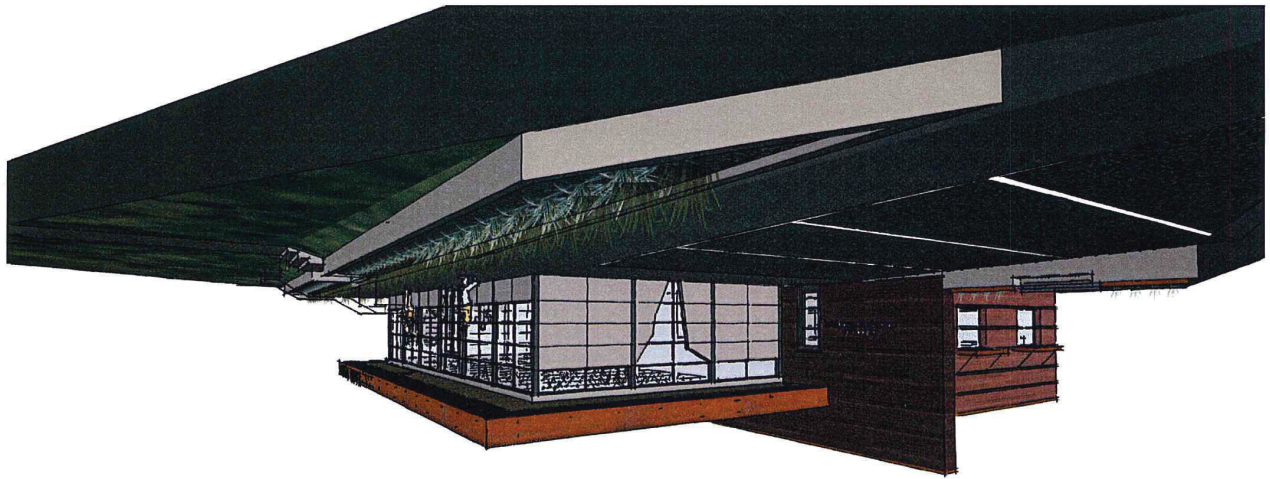
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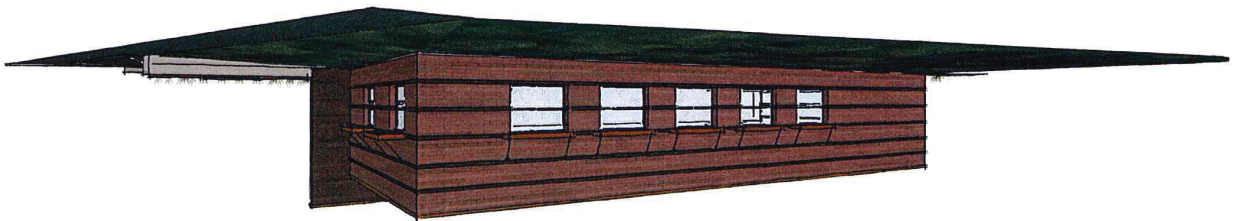
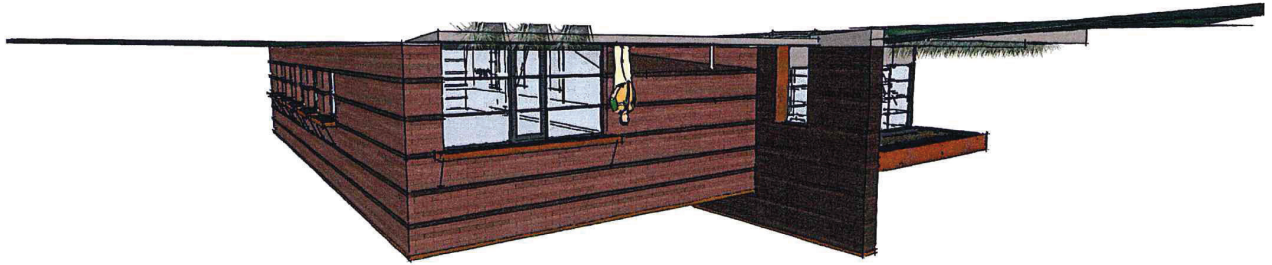


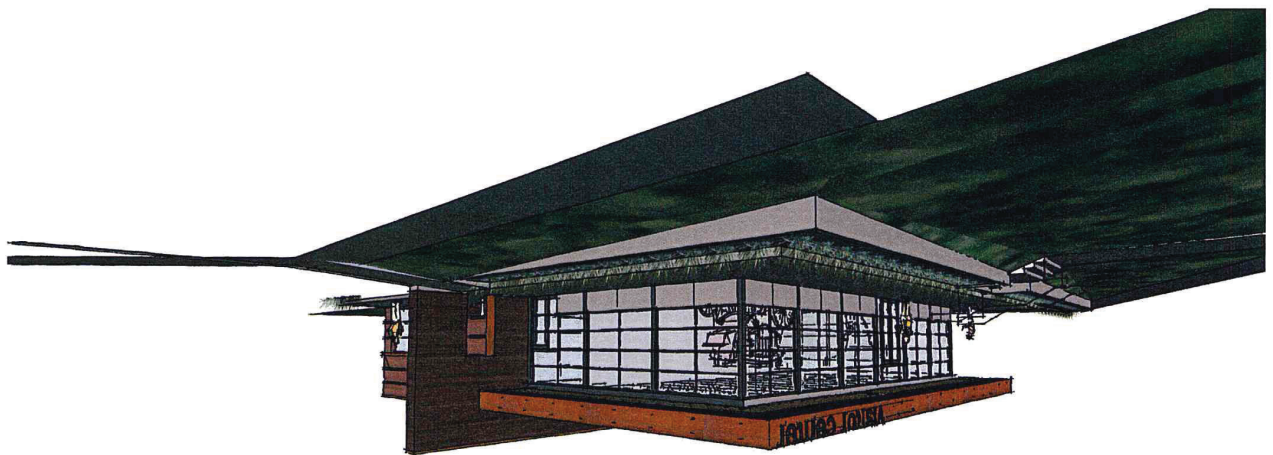
Aerial Image Map

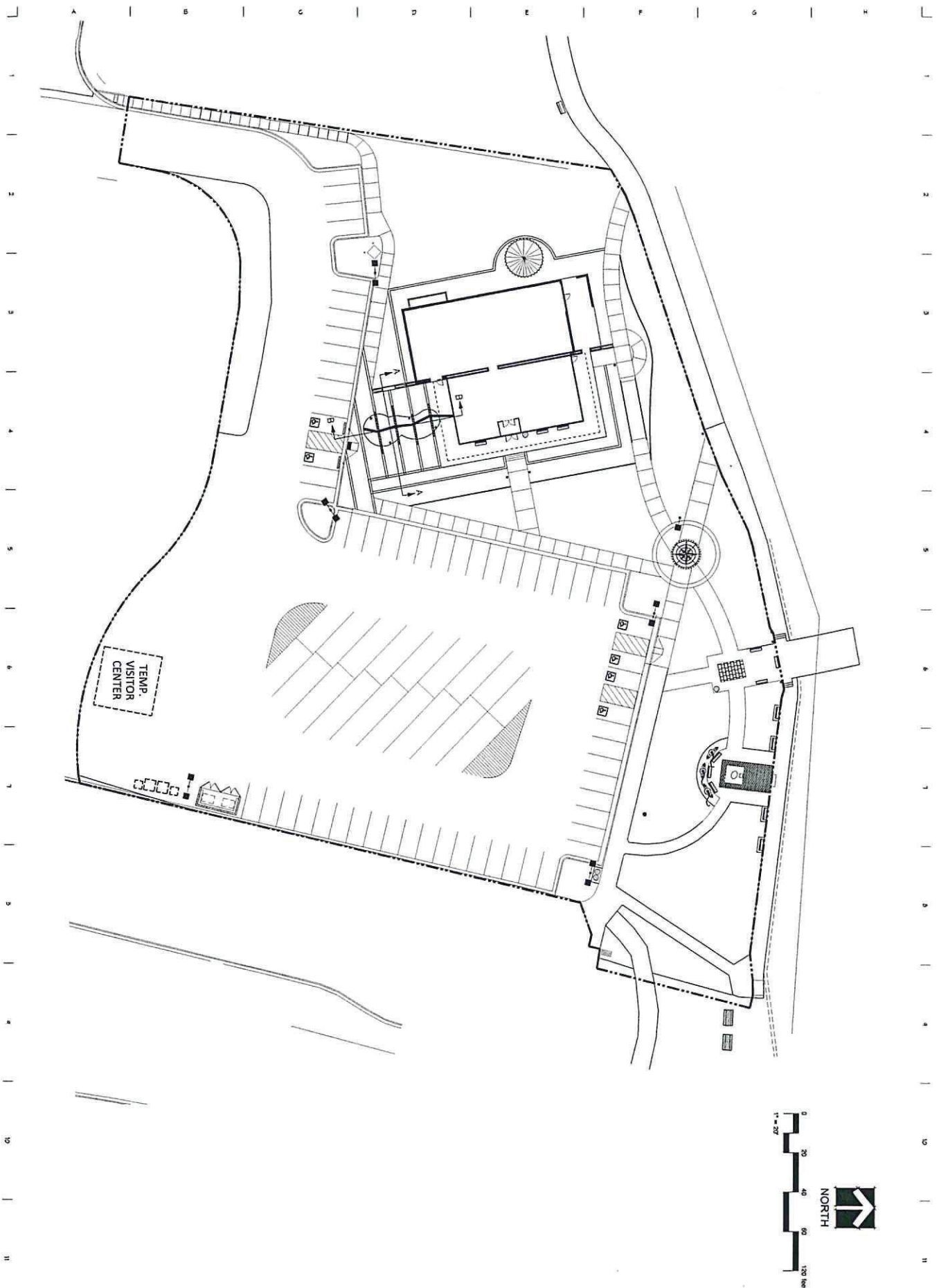
Reference Only











TWIN FALLS VISITOR CENTER OVERALL SITE PLAN

690 N. BLUE LAKES BLVD. TWIN FALLS ID 83301

#	Description	DATE



**WOODBURY
CORPORATION**
LYNN S. WOODBURY AND ASSOCIATES, ARCHITECTS
2333 EAST PARLEY'S WAY, SUITE 300
SALT LAKE CITY, UTAH 84124 (201) 425-7770

PROJECT & SITE
DRAWN BY: CDB
SCALE: 1" = 20'



Looking North Towards Canyon Rim
From Access Road

02/03/2014 11:38 AM



02/03/2014 11:39 AM



Looking South Towards Future Site
From Canyon Rim Trail

02/03/2014 11:40 AM



Looking West From Blue Lakes BLVD
Near Perrine Bridge

02/03/2014 11:44 AM