

**COUNCIL MEMBERS:**

SHAWN BARIGAR	DON HALL	SUZANNE HAWKINS	GREGORY LANTING	JIM MUNN, JR.	REBECCA MILLS SOJKA	CHRIS TALKINGTON
<i>Vice Mayor</i>			<i>Mayor</i>			



**AGENDA**  
 Meeting of the Twin Falls City Council  
**Monday, December 3, 2012**  
 City Council Chambers  
 305 3<sup>rd</sup> Avenue East - Twin Falls, Idaho

**5:30 P.M.**

PLEDGE OF ALLEGIANCE TO THE FLAG  
 CONFIRMATION OF QUORUM  
 INTRODUCTION OF STAFF  
 CONSIDERATION OF THE AMENDMENTS TO THE AGENDA:  
 PROCLAMATIONS: None

AGENDA ITEMS	Purpose	By:
<b>I. <u>CONSENT CALENDAR:</u></b> 1. Consideration of a request to approve the accounts payable for November 27–December 3, 2012. 2. Consideration of a request to approve the November 26, 2012, Minutes. 3. Consideration of a request to approve the Public Use of City Hall Policy.	<u>Action</u>	<u>Staff Report</u> Sharon Bryan Leila A. Sanchez Travis Rothweiler
<b>II. <u>ITEMS FOR CONSIDERATION:</u></b> 1. Swearing in ceremony for two new Twin Falls Police Department Officers; and, for Mayor Lanting to administer the Oath of Office to Stacy Reedy and Denis Suljevic. 2. Consideration of a request to approve the Mixed Martial Arts Event to be held at the Three Amigos Radio Rondevoo Event Center, located at 241 Main Avenue West, on Saturday, December 15, 2012. 3. Consideration of a request from the Airport Advisory Board to conduct monthly board meetings at the Airport. 4. Public input and/or items from the City Manager and City Council.	Action	Brian Pike
<b>III. <u>ADVISORY BOARD REPORTS/ANNOUNCEMENTS:</u></b>		
<b>IV. <u>PUBLIC HEARINGS:</u>      <u>6:00 P.M.</u></b> 1. Public Hearing to hear all protests and objections to the preliminary Assessment Roll, the proposed assessments contained therein, and the regularity of the proceedings taken in, making such proposed assessments of the local improvement district 2012-1.  Consideration of the adoption of Ordinance Number 3041, an Ordinance of the City Council creating a modified local improvement district (LID) as requested by petition by Chobani Idaho, Inc.	Action	Travis Rothweiler
<b>V. <u>ADJOURNMENT:</u></b>		

*\*Any person(s) needing special accommodations to participate in the above noticed meeting should contact Leila Sanchez at (208) 735-7287 at least two working days before the meeting.*

### Twin Falls City Council-Public Hearing Procedures for Zoning Requests

1. Prior to opening the first Public Hearing of the session, the Mayor shall review the public hearing procedures.
  2. Individuals wishing to testify or speak before the City Council shall wait to be recognized by the Mayor, approach the microphone/podium, state their name and address, then proceed with their comments. Following their statements, they shall write their name and address on the record sheet(s) provided by the City Clerk. The City Clerk shall make an audio recording of the Public Hearing.
  3. The Applicant, or the spokesperson for the Applicant, will make a presentation on the application/request (request). No changes to the request may be made by the applicant after the publication of the Notice of Public Hearing. The presentation should include the following:
    - A complete explanation and description of the request.
    - Why the request is being made.
    - Location of the Property.
    - Impacts on the surrounding properties and efforts to mitigate those impacts.Applicant is limited to 15 minutes, unless a written request for additional time is received, at least 72 hours prior to the hearing, and granted by the Mayor.
  4. A City Staff Report shall summarize the application and history of the request.
    - The City Council may ask questions of staff or the applicant pertaining to the request.
  5. The general public will then be given the opportunity to provide their testimony regarding the request. The Mayor may limit public testimony to no less than two minutes per person.
    - Five or more individuals, having received personal public notice of the application under consideration, may select by written petition, a spokesperson. The written petition must be received at least 72 hours prior to the hearing and must be granted by the mayor. The spokesperson shall be limited to 15 minutes.
    - Written comments, including e-mail, shall be either read into the record or displayed to the public on the overhead projector.
    - Following the Public Testimony, the applicant is permitted five (5) minutes to respond to Public Testimony.
  6. Following the Public Testimony and Applicant's response, the hearing shall continue. The City Council, as recognized by the Mayor, shall be allowed to question the Applicant, Staff or anyone who has testified. The Mayor may again establish time limits.
  7. The Mayor shall close the Public Hearing. The City Council shall deliberate on the request. Deliberations and decisions shall be based upon the information and testimony provided during the Public Hearing. Once the Public Hearing is closed, additional testimony from the staff, applicant or public is not allowed. Legal or procedural questions may be directed to the City Attorney.
- \* Any person not conforming to the above rules may be prohibited from speaking. Persons refusing to comply with such prohibitions may be asked to leave the hearing and, thereafter removed from the room by order of the Mayor.

**PUBLIC USE  
OF TWIN FALLS CITY HALL FACILITIES**

**A. PURPOSE**

The purpose of this policy is to serve as a guideline for the management and scheduling of public uses of Twin Falls City Hall locations, rooms, facilities, and areas.

**B. AVAILABLE CITY HALL FACILITIES**

The following locations, rooms, facilities, and areas are available for public, non-governmental use:

1. City Hall Police Department Classroom
2. City Hall Conference Room
3. Council Chambers
  - a. Main Room
  - b. Overflow Room

**C. PROCEDURES & REGULATIONS GOVERNING PUBLIC USE**

1. Official Twin Falls City meetings, activities, and events are given priority in the use of all Twin Falls City Hall locations, rooms, facilities, and areas.
2. Reservations.
  - a. Please contact the City Manager's office (208-735-7287) to check the availability of the location, room, facility, or area you would like to reserve.
  - b. Applications for reservations may be obtained from the City Manager's office.
  - c. Completed applications for reservations shall be submitted to the City Manager's office.
  - d. Reservations are not complete until confirmation is received from the City Manager's office.
  - e. The number of times a particular person, group, or organization may reserve a Twin Falls City Hall location, facility, room, or area may be limited.
3. Locations, facilities, rooms, and areas are not available for social gatherings, commercial purposes, or fundraising events. "Commercial" meetings shall be defined as events or activities during which on-site sales will be attempted, or during which on-site solicitation for funds will be made. No product, service, or membership, or dues, fees, or contributions shall be advertised, solicited, or sold in any Twin Falls City Hall location, room, facility, or area.
4. Unless previously reserved or pre-empted by official City use, each identified Twin Falls City Hall location, facility, room, or area is available for public use Monday through Friday, 8:00 a.m. through 5:00 p.m.

5. Events and activities occurring or extending after 5:00 p.m. shall require additional building security, and shall require prior arrangements to be made with the City Manager's office by the person or organization requesting the reservation.
6. Public use of an available Twin Falls City Hall location, room, facility, or area may include the use of Twin Falls City Hall furniture or equipment, including chairs, tables, projectors, screens, etc. The person or organization requesting the reservation shall be responsible for the set-up and take-down of all furniture and equipment. No additional furniture or equipment, other than that furnished by Twin Falls City Hall, shall be used without prior authorization from the City Manager's office.
7. If refreshments are served, due care and consideration must be given to the preservation of Twin Falls City Hall facilities. The person or organization requesting the reservation shall be responsible for providing its own serving equipment and for all clean-up.
8. No alcoholic beverages shall be served or consumed within any Twin Falls City Hall location, room, facility, or area.
9. In compliance with Idaho State law, no smoking is permitted within any public building, including any Twin Falls City Hall location, room, facility, or area.
10. Organizations holding meetings assume responsibility for any damage to room or contents.
11. No admission fee, no matter how or where collected, may be charged for the event taking place in the meeting room. (Legitimate dues and membership fees do not constitute admission fees.)
12. All activities, meetings, and events shall be open to the public. Activities, meetings, and events shall not be restricted to any particular group or organization. Although a group is not required to announce open attendance at its meeting, it shall not exclude any member of the public from attending any meeting held in a Twin Falls City Hall location, room, or facility.
13. All news releases, publicity, or advertisements relating to any program, meeting, or event held in any Twin Falls City Hall location, room, facility, or area shall clearly state the name of the sponsoring organization or individual and shall not state or imply that the program, meeting, or event is sponsored or co-sponsored by Twin Falls City or by any elected official, employee, or agent of Twin Falls City, unless Twin Falls City has formally agreed to such sponsorship or co-sponsorship. No flyer, advertisement, poster, or announcement shall indicate that any meeting is closed to nonmembers or the public.
14. Events, meetings, presentations, activities, and programs shall not disrupt the use of Twin Falls City Hall by employees, customers or others.
15. Every person attending an event, meeting, presentation, activity, or program at Twin Falls City Hall is subject to all Twin Falls City Hall rules and regulations.

16. Upon adequate notice and for adequate reasons, Twin Falls City reserves the right to revoke permission to use any meeting room. Twin Falls City shall have authority to deny permission for the use of any Twin Falls City Hall location, room, facility, and area to any person or group that violates these regulations.
17. The fact that a person, group, or organization is allowed to make a reservation and/or is allowed to use any TWIN FALLS City Hall location, room, facility, or area does not in any way constitute an endorsement by Twin Falls City, by any department or subdivision of Twin Falls City, by any elected official of Twin Falls City, or by any employee or agent of Twin Falls City.

#### **D. WAIVER OF LIABILITY; INDEMNIFICATION STATEMENT**

In consideration of the use of a Twin Falls City Hall location, room, facility, or area, the person and/or organization requesting the reservation expressly agrees and contracts that:

1. The person and organization will pay for all damage to any property of Twin Falls City resulting directly or indirectly from the conduct of any member, officer, employee, or agent of the organization, or of any of its invitees; and
2. The person and organization will save and hold harmless and indemnify Twin Falls City from and against any and all liability that may be imposed upon it, or upon any of its employees, contractors, or agents, for any injury to persons or property caused by the person and/or organization requesting the reservation, or by any invitee, or by any other person.



City of Twin Falls  
321 Second Avenue East  
Twin Falls, Idaho 83301  
208-735-7287  
www.tfid.org

# Application for Use

City Hall, Council Chambers

Primary Contact \_\_\_\_\_ Today's date \_\_\_\_\_

Organization \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_

Email Address \_\_\_\_\_

Location Requested:

- City Hall Police Training Room
- City Hall Overflow Room
- Council Chambers (Main)
- Council Chambers Overflow Room

Date of event \_\_\_\_\_ Time(s) \_\_\_\_\_

Description of planned activities \_\_\_\_\_

Expected attendance \_\_\_\_\_

Equipment needed:

Microphone  Overhead Projector / Video Equipment  Other: \_\_\_\_\_

In consideration of the use of a Twin Falls City Hall location, room, facility, or area, the person named herein as the Primary Contact does, by their signature below, hereby covenant, contract, and agree that the Primary Contact and the Organization shall save, hold harmless, and indemnify Twin Falls City from and against any and all liability that may be imposed upon it, or upon any of its employees, contractors, or agents, for any injury to persons or property caused by the Primary Contact or Organization requesting the reservation, or by any invitee, or by any other person.

Signature of Primary Contact \_\_\_\_\_ Date \_\_\_\_\_



**Date:** Monday, December 3, 2012, Council Meeting  
**To:** Honorable Mayor and City Council  
**From:** Chief Brian Pike, Twin Falls Police Department

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**Request:**

Swearing in ceremony for two new Twin Falls Police Department Officers. It is requested that Mayor Greg Lanting administer the Oath of Office to **Stacy Reedy** and **Denis Suljevic**.

**Time Estimate:**

The presentation will take approximately ten minutes.

**Background:**

The Twin Falls Police Department hired two new full-time Police Officers on November 26, 2012.

**Stacy Reedy** was born in Twin Falls. She and her family moved to Nevada for a short time period and chose to return to the Twin Falls area. Stacy graduated from Kimberly High School. She attended the Academy Di Firenze and became a cosmetologist. She is presently attending the College of Southern Idaho Law Enforcement Program and is expected to graduate in December.

Prior to her employment with our Department, Stacy worked at Sportsman's Warehouse on a part-time basis while attending college. She is married to her husband, Justin Reedy.

**Denis Suljevic** was born in Bosnia. A civil war broke out when Denis was four years of age and he and his family moved to Berlin, Germany. They lived in Germany for seven years and he learned to read, write and speak German during that time. They were then forced to make a choice of returning to Bosnia or to come to the United States. In 2000, Denis and his family moved to Kennewick, Washington, where he attended middle school and high school. Denis continued his education by attending Eastern Washington University, majoring in Electrical Engineering. Denis chose to pursue his interest in law enforcement and attended Columbia Basin College. He graduated from Columbia Basin with an Associate in Applied Science in Criminal Justice.

Prior to his employment with our Department, Denis worked as a Corrections Officer at the Washington State Penitentiary in Walla Walla, Washington, for two years.

**Approval Process:**

N/A

**Budget Impact:**

This will not impact the budget.

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From Chief Brian Pike  
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**Regulatory Impact:**

N/A

**Conclusion:**

Chief Pike would like to have the Twin Falls Police Department's two newest Police Officers sworn in before the City Council, with Mayor Greg Lanting administering the Oath of Office on December 3, 2012.

**Attachments:**

None

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**Date:** Monday, December 3, 2012, Council Meeting  
**To:** Honorable Mayor and City Council  
**From:** Staff Sergeant Dennis Pullin, Twin Falls Police Department

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**Request:**

Consideration of a request to approve the Mixed Martial Arts Event to be held at the Three Amigos Radio Rondevoos Event Center, located at 241 Main Avenue West, on Saturday, December 15, 2012. The event will begin at 7:00 p.m. and end at 10:30 p.m.

**Time Estimate:**

Approximately five (5) minutes are needed for the presentation, with additional time to answer any questions City Council Members may have.

**Background:**

Konan Bagley, on behalf of Scott Anderson, has completed a Special Events Application to hold the Mixed Martial Arts (MMA) Event on Saturday, December 15, 2012, at the Three Amigos Radio Rondevoos Event Center, located at 241 Main Avenue West. The event will begin at 7:00 p.m. and will conclude at 10:30 p.m.

With this being the first time in a few years for an event of this nature, which includes martial arts and alcohol being served, the City Council is asked to approve this event.

This event will consist of up to 14 separate fighting matches; the last two being professional fights. The MMA event will have general admission and will be open to all ages. Seating will be provided for up to 940 spectators. The event organizer will be required to secure chairs (for example: daisy chain chairs with zip ties) to avoid removal and/or throwing of chairs. Portable bleachers from the Twin Falls County Fairgrounds will also be used for seating. Merchandise, such as t-shirts, buttons, and other souvenirs, will be sold at the event.

Beer will be sold and consumed at the event. The Anchor Bistro and Bar will be providing the beer; a catering permit has been purchased and approved. All beer sold will be required to be in plastic cups. No bottles, glass or canned beer will be approved for the event. Due to juveniles being allowed to attend the event, a designated area for the purchase and consumption of alcohol will be established, separate from locations of other beverages and food being served. Wrist bands and identification checks will be required for those purchasing beer.

The event sponsor will comply with the Idaho Athletic Commission standards and rules.

Due to the nature of this event, mixed martial arts and alcohol being served, the Twin Falls Police Department is requiring that four (4) Law Enforcement Officers provide security for this event. Officers will work this event from 7:00 p.m., the time beer sales start, until 11:00 p.m., or until the crowd has dispersed.

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From Staff Sergeant Dennis Pullin  
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The City of Twin Falls Building Department and the Twin Falls Fire Department have inspected the premises and have approved the location and the building for the event. The event organizer must comply with maximum occupancy stipulations.

**Approval Process:**

Approval by the City Council.

**Budget Impact:**

The event sponsor, Scott Anderson, will be required to pay for Law Enforcement Security. With four (4) Officers working from 7:00 p.m. through 11:00 p.m., the total cost will be \$704.00. If the event goes beyond 11:00 p.m., the sponsor will be billed for the additional time at the same rate of pay per Officer. The bill must be paid within 60 days of the event. With the sponsor of the Mixed Martial Arts Event paying for security costs, there will be no cost to the City of Twin Falls.

**Regulatory Impact:**

N/A

**Conclusion:**

The Twin Falls Police Department Staff and several relevant City Staff members have met and approved this Special Events Application. Based on this request and the information provided, Staff recommends approval of this event.

The Twin Falls Police Department Staff recommends that the on-duty Patrol Supervisor be given the authority to order the event organizer to mitigate the sound of amplified noise and other disturbances. If there are continued noise complaints, disturbances by those participating in the event, and non-compliance, the on-duty Patrol Supervisor shall terminate the event.

**Attachments:**

None

DP:aed



## December 3rd, 2012 City Council Meeting

**To:** Honorable Mayor and City Council

**From:** Bill Carberry, Airport Manager

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**Request:** Consideration of a Request from the Airport Advisory Board to Return Monthly Board Meetings to the Airport.

**Time Estimate:** Members of the Airport Advisory Board will take approximately 5-10 minutes for their presentation.

**Background:** In early 2009, the City developed a policy for all Commissions/Boards of the City to hold their meetings at the Council Chambers. Some of the reasons were: to make sure all meetings follow the open meeting laws; record all meetings; and eventually to be able to tape/web-cast/televise all Commission meetings.

The Airport Advisory Board appealed to the City Council in March of 2009 asking for an exemption from the move to the City Council Chambers for the following reasons: If they needed to go look at an issue, construction project etc... on the airport, they would be on site; the airport conference room is set up with aerial photos and other resources; the Board would not be as visible or accessible to the airport tenant community. Further, the Board wondered if recording was needed, could it be conducted in the airport conference room. The City Council denied the request presented by the Airport Board members. In the years since, the Board has conducted their monthly meetings at the Council Chambers.

Attached is a letter from the Airport Advisory Board requesting that the City Council and County Commissioners reconsider allowing for the Board meetings be returned to the airport conference room. The letter cites the diminished participation from members of the airport community because meetings are now held at a less convenient location.

At their November 26<sup>th</sup> meeting, County Commissioners George Urie and Leon Mills listened to Airport Board members speak to the request to return the Airport board meetings to the airport. I informed the Commissioners that the City Council will also be considering the request at their Dec 3rd mtg. The Commissioners voted 2-0 to approve the request.

**Budget Impact:** None

**Regulatory Impact:** None

**Conclusion:** The Airport Advisory Board recommends that the City Council approve their request to allow for meetings to be held at the airport.

**Attachments:** Request letter from the Airport Advisory Board



November 6, 2012

Dear Twin Falls City Council Members & County Commissioners:

Early in 2009, the City Council required that Airport Advisory Board meetings be moved from the Airport Conference Room to the City Council Chambers. In March of 2009, the City Council, by split vote, denied a request by the Board to continue meetings at the airport. The Board was told the City Council Chambers would allow for more public access to the meetings and the meetings would also be recorded.

Over the last few years, attendance by airport community members has fallen from an average of six people to nearly zero, attending only when they have something to present to the board. The average attendance from the general public is also near zero. Members of the airport board are asked by those that have businesses at the airport if the meetings will ever return to the airport location. Airport business operators tell the board that they find it hard to attend meetings in town because they need to block out more time away from their business to travel to town.

At the meeting held last month, the Airport Board voted to request the City Council and County Commissioners revisit the decision to hold the Airport Board Meetings at the City Council Chambers.

We respectfully request both the City Council and County Commissioners consider moving the Airport Board meetings back to the airport. We feel the public will be better served if the Airport Board returns to holding monthly meetings at the airport.

Respectfully submitted,

Phil Hafer, Chairman (City Seat)

Jim O'Donnell, Vice Chairman (City Seat)

Dan Olmstead (City Seat)

Gene Turley (County Seat)

William Lincoln (County Seat)

Mark Cutler (County Seat)



**Date:** Monday, December 3, 2012  
**To:** Honorable Mayor and City Council  
**From:** Travis Rothweiler, City Manager

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### **Request:**

Public Hearing to hear all protests and objections to the preliminary Assessment Roll, the proposed assessments contained therein, and the regularity of the proceedings taken in, making such proposed assessments of the local improvement district 2012-1.

Consideration of the adoption of Ordinance Number 3041, an Ordinance of the City Council creating a modified local improvement district (LID) as requested by petition by Chobani.

### **Time Estimate:**

The City Manager's presentation will take approximately 10 minutes in addition to time needed to answer questions.

### **Background:**

The purpose of this agenda item is to ask the City Council to consider the adoption of Ordinance 3041. This ordinance allows the City to create the modified local improvement district. This ordinance was drafted in accordance with Title 50, Chapter 17 of the Idaho Code by Rick Skinner, bond counsel for this project, and reviewed by City Attorney Fritz Wonderlich.

Since the announcement and execution of the development agreement, Chobani has been covering the upfront costs of the improvements by providing advances to the Agency. This short term financing has allowed the City and the Agency to make the improvements prior to the development and creation of a long-term funding solution being in place.

At its meeting on October 22, 2012, the City Council received a petition from Chobani requesting the formation of a modified local improvement district. At that meeting, the City Council adopted Resolution No. 1895, which declared the intention of the City Council to create an LID for the purpose of acquiring, constructing and installing various public infrastructure improvements needed to support Chobani's expansion to Twin Falls. The Resolution was unanimously adopted by the City Council and established that a public hearing would be held on November 5, 2012. The resolution was unanimously adopted by the City Council.

At its meeting on November 5, 2012, the City Council provided an opportunity for the public to voice their thoughts on the creation of the LID and adopted Ordinance 3040. As described in the Ordinance and the attached legal description and map, only 20 +/- acres of Chobani's 190 +/- acres are included in the LID and includes the area where the manufacturing facility has been built. The balance of their property is not included in the LID. Additionally, the 20 +/- acres is the only property that is impacted by this decision. Ordinance 3040 stated that the total costs and expenses of the total public improvements in the proposed modified LID area are estimated to be \$32,509,000. The public improvements include improvements to the water system, waste water system, roadway, and utility systems. These improvements will benefit more than the 20 +/- acres being considered for the LID, as requested by Chobani.

The LID costs and expenses, both principle and interest, will be paid completely by the owner of real property within the boundaries of said District. At no time will the City or the Agency be financially responsible for the LID. No one spoke in opposition of the creation of the District and Ordinance 3040 was unanimously adopted by the City Council.

Ordinance 3041 states the City Council and staff have followed all of the necessary procedural steps to create a local improvement district as required in Title 50, Chapter 17 of the Idaho Code.

### **Approval Process:**

Approval of the proposed Ordinance requires a simple majority vote of the City Council members present.

### **Budget Impact:**

There are no budgetary or financial impacts to the City for recognizing the petition and creating an LID. The LID is secured with real property owned by Chobani. There is no financial liability or financial exposure to the City of Twin Falls or the Twin Falls URA. All of the costs and expenses for creating the LID, including "...*engineering, collection of assessments, clerical, printing, advertising, inspection, collecting assessments and interest thereon, reserves, interest and other financing costs, legal services for preparing proceedings and advising in regard thereto and contingencies deemed necessary...*," will be reimbursed with bond proceeds.

### **Regulatory Impact:**

The City's ability to create a local improvement district is provided for in Title 50, Chapter 17. Through this process, the City has:

- Adopted Resolution 1895, a Resolution of the City Council expressing the intent of creating a modified local improvement district (Idaho Code 50-1707)
- Adopted Resolution 3040, an Ordinance states the City is creating a modified local improvement district (Idaho Code 50—1710)
- Adopted Resolution 1896, a Resolution of the City Council allowing the City to issue interim warrants for the purpose of meeting costs and expenses of making local improvement district improvements prior to the sale of bonds and prepayment and payment of assessments. (Idaho Code Section 50-1722)

In accordance with Idaho Code Section 50-1713, the City Council is required to hold a public hearing on the assessment roll that was signed by the City Engineer, mailed to Chobani, published with the Times News and filed in the office of the City Clerk. The purpose of the public hearing is to have the City Council consider objections to the assessment roll. The only property owner within the proposed local improvement district is Chobani.

Ordinance 3041 creates the lien for the modified local improvement district in accordance with Title 50, Chapter 17 of the Idaho Code. Ordinance 3041 is the next to last legislative step in this process. The last step will be to adopt an ordinance to issue the LID bond, which is anticipated to occur at the January 14, 2013 or the January 21, 2013 City Council meeting.

### **Conclusion:**

Staff recommends the adoption of Ordinance 3041.

### **Attachments:**

1. Twin Falls City Council Ordinance 3041, including corresponding exhibits

November 28, 2012

Urban Renewal Agency of the City of Twin Falls  
321 2<sup>nd</sup> Ave East  
Twin Falls, ID 83303

The City of Twin Falls  
Local Improvement District TBD  
321 2<sup>nd</sup> Ave East  
Twin Falls, ID 83303

To Whom It May Concern:

Zions First National Bank ("Zions") is pleased to offer its commitment in providing up to \$28,356,000 of INTERIM WARRANTS, \$34,533,000 of TAX INCREMENT BONDS and up to \$32,509,000 of LOCAL IMPROVEMENT DISTRICT BONDS (collectively the "Financing"), to support the Urban Renewal Agency of the City of Twin Falls (the "Agency") payment of property acquisition, site development and public infrastructure improvements associated with the development of the Revenue Allocation Area #4-3 and The City of Twin Falls Local Improvement District No. 2012-1 within the City of Twin Falls, Idaho ("the City"). It is further contemplated that the terms and conditions of the Financing are as described below.

## INTERIM WARRANTS

**Borrower and  
Bond Issuer:**

City, for and on behalf of Local Improvement District No. 2012-1.

**Lender and  
Bond Purchaser:**

Zions.

**Amount:**

Up to \$28,356,000.

**Maturity:**

The earlier of the issuance of the REVENUE ALLOCATION BONDS and LID BONDS or 2/28/2013.

**Amortization:**

Payment of INTERIM WARRANTS will be in due in full (including all accrued interest) at the time of maturity.

**Interest:**

Fixed at 5.00% per annum.

**Security:**

A pledge of the first proceeds of the payments or the prepayment of assessments and the issuance of the LID special assessments.

**TAX INCREMENT (Revenue Allocation) BONDS**

**Borrower and Bond Issuer:** Agency.

**Lender and Bond Purchaser:** Zions.

**Amount:** Up to \$34,533,000.

**Maturity:** September 1, 2032.

**Amortization:** Payment of bond obligation substantially per the attached Schedule A. Exact payments will be determined by Zions and Agency based upon the final amount, closing date and payment due dates. The payments of the Revenue Allocation Bonds will constitute a credit against the LID Bonds described below.

**Interest:** At the Agency's option, fixed for up to 5-years based upon the associated LIBOR rate + 4.00% per annum as long as the TAX INCREMENT BONDS principal amounts exceed the LOCAL IMPROVEMENT DISTRICT BONDS principal amounts; once the TAX INCREMENT BONDS principal amounts are less than or equal to the LOCAL IMPROVEMENT DISTRICT BONDS principal amounts, at the Borrower's option, fixed for up to 5-years based upon the associated LIBOR rate + 3.50% per annum.

**Security:** Pledge of incremental tax revenues received from Revenue Allocation Area #4-3.

**LOCAL IMPROVEMENT DISTRICT SPECIAL ASSESSMENT BONDS**

**Borrower and Bond Issuer:** City, for and on behalf of Local Improvement District No. 2012-1.

**Lender and Bond Purchaser:** Zions.

**Amount:** Up to \$32,509,000.

**Maturity:** December 1, 2032.

**Amortization:** Payment of bond obligation substantially per the attached Schedule B. Exact payments will be determined by Zions and Agency based upon the final amount, closing date and payment due dates. Payments on the Revenue Allocation Bonds will constitute a credit for payments on the LID Bonds; however if there is insufficient tax increment revenue (including any guarantee payments) to make payments due on the Revenue Allocation Bonds then assessment payments will be levied by the LID sufficient to make the payments due on the Revenue Allocation Bonds.

**Interest:** At the Agency's option, fixed for up to 5-years based upon the associated LIBOR rate + 4.00% per annum as long as the TAX INCREMENT BONDS principal amounts exceed the LOCAL IMPROVEMENT DISTRICT BONDS principal amounts; once the TAX INCREMENT BONDS principal amounts are less

than or equal to the LOCAL IMPROVEMENT DISTRICT BONDS principal amounts, at the Borrower's option, fixed for up to 5-years based upon the associated LIBOR rate + 3.50% per annum.

**Security:** Special assessment levied against Local Improvement District No. 2012-1.

### **GENERAL TERMS**

**Closing Fee:** 0.75% of the TAX INCREMENT BONDS amount payable to Zions at closing of the INTERIM WARRANTS.

**Covenants:** Prohibition on the Agency incurring any additional debt related to Revenue Allocation Area #4-3 without the approval of Lender, not to be unreasonably withheld or delayed.

**Sources and Uses:** The Sources and Uses for the Financing will be substantially as found in Exhibit C.

**Reserve Fund:** A reserve fund will be established equal to \$2,837,250 upon closing of the Financing that can be used to make scheduled principal and interest payments in the event the payments are not made on the scheduled amortization date.

**Reporting:** To include, but not be limited to:

- Audited financials for the Agency, City, and owner of the property within 180 days of each fiscal year-end.
- Revenue and Expense report specific to Revenue Allocation Area #4-3.
- Compliance Certificates to accompany financials.
- Any other reports as reasonably requested by Zions.

**Other Terms  
And Conditions:**

To include, but not be limited to, the following:

- In the event that the incremental tax revenue payments to Agency are insufficient to cover the scheduled principal and interest payments of the REVENUE ALLOCATION BONDS, Chobani Global Holdings, Inc. will guarantee to Zions to pay an amount equal to the difference for any such year (the "Guarantee"), which amounts will be used to pay the scheduled payments to Zions. Upon any sale or transfer of the Project (as hereafter defined), the Company shall be released and relieved of its obligation under the Guaranty if, but only if, as of the date of the transfer, the transferee (A) reasonably demonstrates to the parties hereto that it (I) has the financial capability, as of the date of transfer, to timely satisfy the obligations under the Guaranty, (II) is not the subject of a pending criminal indictment or is convicted of or pleads nolo contendere to a felony and (III) is in good standing under the jurisdiction of its organization and (B) either assumes the obligations under the Guaranty or executes and delivers a document in form and substance similar to the Guaranty. "Project" means that certain dairy manufacturing plant and related and other improvements located at approximately Kimberly Road and 3300 East Road in Twin Falls, Idaho and more particularly described as the "A-F Plant" in that certain Development Agreement dated November 3, 2011 between the City of

Twin Falls, the Urban Renewal Agency of the City of Twin Falls and Agro-Farma Idaho, Inc.

- In the event Debt Service Coverage is less than 1.25 times, defined as the ratio of tax increment collection from the Agency Revenue Allocation Area #4-3 plus special assessments divided by scheduled bond principal and interest payments, without duplication, Agency agrees to apply 75% of any unused tax collections from prior periods and 75% of any current and future tax collections above scheduled principal and interest payments to repay the bonds in addition to scheduled debt service. Minimum Debt Service Coverage will be measured annually beginning January 2015 based upon tax and assessment collections and aggregate bond debt service during the prior 12 month period.
- Completion of all business and legal due diligence, including, but not limited to, a satisfactory review of (1) financial statements and other due diligence items as reasonably requested of the Agency, the City and Chobani Global Holdings, Inc., (2) business, legal and ownership structure of Agency, City and Chobani Global Holdings, Inc., (3) documentation related to the formation of Tax Increment Financing district #4-3 and the Local Improvement District #2012-1, and (4) any other material contracts of the Agency, City and Chobani Global Holdings, Inc. as reasonably requested.
- Acceptable final documentation containing such representations and warranties, conditions precedent to lending, covenants, events of default, and collateral documents as are customary in transactions of this type.
- All due diligence, legal and documentation expenses incurred by Zions in connection with the Financing are for the account of the Agency.

The preceding summary of proposed terms and conditions is not intended to be all-inclusive. Any terms and conditions not specifically addressed above will be subject to future negotiations.

**Except as required by law, neither this letter nor its contents will be disclosed publicly or privately by you except to those individuals who are your officers, employees or advisors who have a need to know as a result of being involved in the Financing and then only on the condition that such matters may not be further disclosed.**

If you are in agreement with the above terms and conditions, please acknowledge by signing this letter and returning a copy of it to me by the close of business December 7, 2012, after which date this commitment, if not accepted, will expire.

We look forward to working with you in completing this transaction.

Sincerely,



Shafique Ummohamed  
Senior Vice President  
Zions First National Bank

Agreed and accepted this \_\_\_\_ day of \_\_\_\_\_, 2012

**Urban Renewal Agency of the City of Twin Falls**

**By:** \_\_\_\_\_

**Its:** \_\_\_\_\_

**City of Twin Falls, Idaho**

**City of Twin Falls Local Improvement District No. 2012-1**

**By:** \_\_\_\_\_

**Its:** \_\_\_\_\_

**SCHEDULE A  
TAX INCREMENT BONDS DEBT SERVICE SCHEDULE**

Debt Service Schedule

Part 1 of 2

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
02/14/2013	-	-	-	-	-
09/01/2013	-	-	944,861.25	944,861.25	-
03/01/2014	555,000.00	5.000%	863,325.00	1,418,325.00	2,363,186.25
09/01/2014	569,000.00	5.000%	849,450.00	1,418,450.00	-
03/01/2015	583,000.00	5.000%	835,225.00	1,418,225.00	2,836,675.00
09/01/2015	598,000.00	5.000%	820,650.00	1,418,650.00	-
03/01/2016	613,000.00	5.000%	805,700.00	1,418,700.00	2,837,350.00
09/01/2016	628,000.00	5.000%	790,375.00	1,418,375.00	-
03/01/2017	644,000.00	5.000%	774,675.00	1,418,675.00	2,837,050.00
09/01/2017	660,000.00	5.000%	758,575.00	1,418,575.00	-
03/01/2018	676,000.00	5.000%	742,075.00	1,418,075.00	2,836,650.00
09/01/2018	693,000.00	5.000%	725,175.00	1,418,175.00	-
03/01/2019	710,000.00	5.000%	707,850.00	1,417,850.00	2,836,025.00
09/01/2019	728,000.00	5.000%	690,100.00	1,418,100.00	-
03/01/2020	746,000.00	5.000%	671,900.00	1,417,900.00	2,836,000.00
09/01/2020	765,000.00	5.000%	653,250.00	1,418,250.00	-
03/01/2021	784,000.00	5.000%	634,125.00	1,418,125.00	2,836,375.00
09/01/2021	804,000.00	5.000%	614,525.00	1,418,525.00	-
03/01/2022	824,000.00	5.000%	594,425.00	1,418,425.00	2,836,950.00
09/01/2022	844,000.00	5.000%	573,825.00	1,417,825.00	-
03/01/2023	865,000.00	5.000%	552,725.00	1,417,725.00	2,835,550.00
09/01/2023	887,000.00	5.000%	531,100.00	1,418,100.00	-
03/01/2024	909,000.00	5.000%	508,925.00	1,417,925.00	2,836,025.00
09/01/2024	932,000.00	5.000%	486,200.00	1,418,200.00	-
03/01/2025	955,000.00	5.000%	462,900.00	1,417,900.00	2,836,100.00
09/01/2025	979,000.00	5.000%	439,025.00	1,418,025.00	-
03/01/2026	1,004,000.00	5.000%	414,550.00	1,418,550.00	2,836,575.00
09/01/2026	1,029,000.00	5.000%	389,450.00	1,418,450.00	-
03/01/2027	1,055,000.00	5.000%	363,725.00	1,418,725.00	2,837,175.00
09/01/2027	1,081,000.00	5.000%	337,350.00	1,418,350.00	-
03/01/2028	1,108,000.00	5.000%	310,325.00	1,418,325.00	2,836,675.00
09/01/2028	1,136,000.00	5.000%	282,625.00	1,418,625.00	-
03/01/2029	1,164,000.00	5.000%	254,225.00	1,418,225.00	2,836,850.00
09/01/2029	1,193,000.00	5.000%	225,125.00	1,418,125.00	-
03/01/2030	1,223,000.00	5.000%	195,300.00	1,418,300.00	2,836,425.00
09/01/2030	1,253,000.00	5.000%	164,725.00	1,417,725.00	-
03/01/2031	1,285,000.00	5.000%	133,400.00	1,418,400.00	2,836,125.00
09/01/2031	1,317,000.00	5.000%	101,275.00	1,418,275.00	-
03/01/2032	1,350,000.00	5.000%	68,350.00	1,418,350.00	2,836,625.00
09/01/2032	1,384,000.00	5.000%	34,600.00	1,418,600.00	-
03/01/2033	-	-	-	-	1,418,600.00
<b>Total</b>	<b>\$34,533,000.00</b>	<b>-</b>	<b>\$20,305,986.25</b>	<b>\$54,838,986.25</b>	<b>-</b>

**SCHEDULE B  
LOCAL IMPROVEMENT DISTRICT BONDS DEBT SERVICE SCHEDULE**

Debt Service Schedule

Part 1 of 2

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
02/14/2013	-	-	-	-	-
06/01/2013	-	-	483,119.86	483,119.86	-
12/01/2013	-	-	812,725.00	812,725.00	1,295,844.86
06/01/2014	-	-	812,725.00	812,725.00	-
12/01/2014	-	-	812,725.00	812,725.00	1,625,450.00
06/01/2015	567,000.00	5.000%	812,725.00	1,379,725.00	-
12/01/2015	582,000.00	5.000%	798,550.00	1,380,550.00	2,760,275.00
06/01/2016	596,000.00	5.000%	784,000.00	1,380,000.00	-
12/01/2016	611,000.00	5.000%	769,100.00	1,380,100.00	2,760,100.00
06/01/2017	626,000.00	5.000%	753,825.00	1,379,825.00	-
12/01/2017	642,000.00	5.000%	738,175.00	1,380,175.00	2,760,000.00
06/01/2018	658,000.00	5.000%	722,125.00	1,380,125.00	-
12/01/2018	674,000.00	5.000%	705,675.00	1,379,675.00	2,759,800.00
06/01/2019	691,000.00	5.000%	688,825.00	1,379,825.00	-
12/01/2019	709,000.00	5.000%	671,550.00	1,380,550.00	2,760,375.00
06/01/2020	726,000.00	5.000%	653,825.00	1,379,825.00	-
12/01/2020	744,000.00	5.000%	635,675.00	1,379,675.00	2,759,500.00
06/01/2021	763,000.00	5.000%	617,075.00	1,380,075.00	-
12/01/2021	782,000.00	5.000%	598,000.00	1,380,000.00	2,760,075.00
06/01/2022	802,000.00	5.000%	578,450.00	1,380,450.00	-
12/01/2022	822,000.00	5.000%	558,400.00	1,380,400.00	2,760,850.00
06/01/2023	842,000.00	5.000%	537,850.00	1,379,850.00	-
12/01/2023	863,000.00	5.000%	516,800.00	1,379,800.00	2,759,650.00
06/01/2024	885,000.00	5.000%	495,225.00	1,380,225.00	-
12/01/2024	907,000.00	5.000%	473,100.00	1,380,100.00	2,760,325.00
06/01/2025	930,000.00	5.000%	450,425.00	1,380,425.00	-
12/01/2025	953,000.00	5.000%	427,175.00	1,380,175.00	2,760,600.00
06/01/2026	977,000.00	5.000%	403,350.00	1,380,350.00	-
12/01/2026	1,001,000.00	5.000%	378,925.00	1,379,925.00	2,760,275.00
06/01/2027	1,026,000.00	5.000%	353,900.00	1,379,900.00	-
12/01/2027	1,052,000.00	5.000%	328,250.00	1,380,250.00	2,760,150.00
06/01/2028	1,078,000.00	5.000%	301,950.00	1,379,950.00	-
12/01/2028	1,105,000.00	5.000%	275,000.00	1,380,000.00	2,759,950.00
06/01/2029	1,133,000.00	5.000%	247,375.00	1,380,375.00	-
12/01/2029	1,161,000.00	5.000%	219,050.00	1,380,050.00	2,760,425.00
06/01/2030	1,190,000.00	5.000%	190,025.00	1,380,025.00	-
12/01/2030	1,220,000.00	5.000%	160,275.00	1,380,275.00	2,760,300.00
06/01/2031	1,250,000.00	5.000%	129,775.00	1,379,775.00	-
12/01/2031	1,281,000.00	5.000%	98,525.00	1,379,525.00	2,759,300.00
06/01/2032	1,314,000.00	5.000%	66,500.00	1,380,500.00	-
12/01/2032	1,346,000.00	5.000%	33,650.00	1,379,650.00	2,760,150.00
<b>Total</b>	<b>\$32,509,000.00</b>	<b>-</b>	<b>\$20,094,394.86</b>	<b>\$52,603,394.86</b>	<b>-</b>

**SCHEDULE C  
PRO FORMA SOURCES AND USES**

**INTERIM WARRANTS**

**Sources & Uses**

Dated 12/18/2012 | Delivered 12/18/2012

**Sources Of Funds**

Par Amount of Bonds	\$28,356,000.00
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<b>Total Sources</b>	<b>\$28,356,000.00</b>
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**Uses Of Funds**

Deposit to Project Construction Fund	27,755,571.00
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Costs of Issuance	600,000.00
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Rounding Amount	429.00
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<b>Total Uses</b>	<b>\$28,356,000.00</b>
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**TAX INCREMENT BONDS**

**Sources & Uses**

Dated 02/14/2013 | Delivered 02/14/2013

**Sources Of Funds**

Par Amount of Bonds	\$34,533,000.00
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<b>Total Sources</b>	<b>\$34,533,000.00</b>
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**Uses Of Funds**

Deposit to Project Construction Fund	30,000,000.00
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Deposit to Debt Service Reserve Fund (DSRF)	2,837,250.00
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Deposit to Capitalized Interest (CIF) Fund	944,861.25
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Costs of Issuance	750,000.00
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Rounding Amount	888.75
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<b>Total Uses</b>	<b>\$34,533,000.00</b>
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**LOCAL IMPROVEMENT DISTRICT BONDS**

**Sources & Uses**

Dated 02/14/2013 | Delivered 02/14/2013

**Sources Of Funds**

Par Amount of Bonds	\$32,509,000.00
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<b>Total Sources</b>	<b>\$32,509,000.00</b>
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**Uses Of Funds**

Bond Proceeds to Repay Interim Warrant P&I	28,576,546.67
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Deposit to Debt Service Reserve Fund (DSRF)	2,837,250.00
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Capitlized Interest	944,861.25
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Costs of Issuance	150,000.00
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Rounding Amount	342.08
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<b>Total Uses</b>	<b>\$32,509,000.00</b>
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**BY THE COUNCIL:**

**ORDINANCE NO. 3041**

AN ORDINANCE MAKING CERTAIN FINDINGS IN CONNECTION WITH LOCAL IMPROVEMENT DISTRICT NO. 2012-1 (THE "DISTRICT") FOR THE CITY OF TWIN FALLS, TWIN FALLS COUNTY, IDAHO, INCLUDING THE NAME OF SAID DISTRICT, THE CREATION OF SAID DISTRICT, THE HEARING OF PROTESTS AND THE FINDINGS MADE THEREAFTER IN CONNECTION THEREWITH; PROVIDING THE METHOD OF DETERMINING THE VALUE OF REAL PROPERTY IN SAID DISTRICT, THE OUTSTANDING AND UNPAID ASSESSMENTS PRESENTLY AN OBLIGATION OF PROPERTY INCLUDED IN SAID DISTRICT, AND DETERMINING THAT ASSESSMENTS UPON PROPERTY IN SAID DISTRICT TOGETHER WITH THOSE BEING LEVIED DO NOT EXCEED THE ACTUAL VALUE OF THE REAL PROPERTY IN SAID DISTRICT, INCLUDING THE VALUE OF THE IMPROVEMENTS THEREON; SETTING OUT THE IMPROVEMENTS MADE AND THE PROPERTY ASSESSED WITHIN SAID DISTRICT; CONFIRMING THE FINAL ASSESSMENT ROLL FOR SAID DISTRICT AND LEVYING THE ASSESSMENTS CONTAINED THEREIN; PROVIDING FOR THE PAYMENT AND NOTICE OF SAID ASSESSMENTS; PROVIDING FOR THE FINALITY OF THE DETERMINATION OF THE REGULARITY, VALIDITY AND CORRECTNESS OF SAID ASSESSMENT ROLL; PROVIDING FOR POTENTIAL REASSESSMENT; PROVIDING CITY INTENT REGARDING FUTURE SEGREGATION OF ASSESSMENTS; RATIFYING THE PROCEEDINGS TAKEN IN CONNECTION WITH THE CREATION, PREPARATION AND ADOPTION OF THE ASSESSMENT ROLL, THE HEARING HELD THEREON AND THE NOTICE OF SAID HEARING AS TO SAID DISTRICT; PROVIDING SEPARABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in accordance with the provisions of Section 50-1712, Idaho Code, the City Engineer (the "Engineer") has filed and certified to the City Council (the "Council") of the City of Twin Falls, Twin Falls County, Idaho (the "City"), a proposed preliminary Assessment Roll for Local Improvement District No. 2012-1 (the "District") for the City, and the Council did fix December 3, 2012, at the Council Chambers, Twin Falls City Hall, Twin Falls, Idaho, at 6:00 o'clock p.m., as the time and place it would hear and consider objections to said preliminary Assessment Roll, the proposed assessments contained therein, and the regularity of the proceedings taken in making said proposed assessments; and

WHEREAS, said preliminary Assessment Roll having been filed in the office of the City Clerk and the Clerk having given notice published and mailed to the property owners within said District, in accordance with Section 50-1713, Idaho Code, of the time and place the Council would hear and consider objections to said preliminary Assessment Roll and the time and place

property owners could file objections to said preliminary Assessment Roll, the Council having held the scheduled hearing on December 3, 2012, and the Council having heard all objections to said preliminary Assessment Roll, and having made any necessary and proper exclusions, modifications and corrections to the preliminary Assessment Roll as a result of hearing any objections thereto, now confirms a final Assessment Roll and the assessments in the final form that said final Assessment Roll and the individual assessments as now certified to it by the Engineer, including any necessary and proper exclusions, modifications and corrections, and that the Council will now order said final Assessment Roll as modified, corrected and confirmed by it filed with the City Treasurer and City Clerk; and

WHEREAS, the City and City Council now desire to pass an Ordinance (hereinafter, the "Lien Ordinance") levying said assessments, confirming said final Assessment Roll and making certain findings in connection with said District.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TWIN FALLS, TWIN FALLS COUNTY, IDAHO, as follows:

**Section 1. Creation of District.** The District mentioned in the premises of this Lien Ordinance is known as "Local Improvement District No. 2012-1 for the City of Twin Falls, Twin Falls County, Idaho," the organization of the District having been initiated by the Council and a Resolution adopted by an affirmative vote of a majority of the members of the Council, and said District having been created by passage and approval of Ordinance No. 3040 on November 5, 2012 (the "Establishing Ordinance").

**Section 2. Protest Hearing.** That on December 3, 2012, the Council held a hearing, the notices (both publication and mailing to property owners) of said protest hearing as given by the Clerk being hereby ratified and confirmed as having been given in accordance with law, to hear all protests and objections to the preliminary Assessment Roll, the proposed assessments contained therein, and the regularity of the proceedings taken in making such proposed assessments of the District, after which hearing the Council has now found and determined that the final form of Assessment Roll now presented to it by the Engineer is appropriate, valid and correct upon and after including any necessary and proper exclusions, modifications and corrections to it as directed by the Council, and that each lot or parcel of land set forth therein is benefited to the amount of the assessment now levied thereon.

**Section 3. Certification of Value.** Pursuant to Section 50-1711, Idaho Code, and the Establishing Ordinance, the Council has previously set forth the method by which it has determined and certified the actual market value of the real property in the District, exclusive of the improvements to be made thereon, in the amount of at least \$75,000,000 based on a letter from Chobani Idaho, Inc., the current owner of the property in the District (the "Owner"). The City and the Council also determine that there are no outstanding and unpaid local improvement district assessments which are presently an obligation of the property included in the District, that the portion of the estimated cost of the improvements, administration and related expenses and any contingencies or reserves to be assessed in the District, excluding penalties and interest, is now to be in the amount of \$32,509,000, and that the amount of the outstanding and unpaid assessments together with the amount of that portion of the cost of improvements, administration

and related expenses and any contingencies or reserves herein authorized to be made and to be assessed does not exceed the actual value of the real property in said District, including the value of the improvements thereon, as previously determined and certified.

**Section 4. Description of Property and Improvements.** The property to be assessed and the improvements (the “District Improvements” or “Project”) made within the District, substantially as was provided by the Establishing Ordinance, are as follows:

- (a) **BOUNDARIES:** See the description attached hereto as Exhibit “A” and made a part hereof.
- (b) **DISTRICT IMPROVEMENTS:** The acquisition, construction and installation of various sewer system, pre-treatment system, water system, related utility extensions, road and other facilities and related improvements.
- (c) **COST:** The total estimated cost of said District Improvements is \$32,509,000.00, including all estimates of acquisition, construction, equipment, installation, engineering, consulting, inspection, legal, collection of assessments, interim loan interest, clerical, advertising, printing and financing costs, reserves, publication of notice and related items and a reasonable contingency deemed necessary by the Council, of which the sum of \$0.00 will be paid by state and/or federal grants, and the balance of all \$32,509,000.00 shall be paid by assessments levied upon the property within the District to be benefited by the District Improvements in accordance with the uniform square foot method of assessment.

The portion of the total costs and expenses of the District Improvements only attributable to the District, financing costs and related expenses authorized and ordered by said Establishing Ordinance and amounts for certain contingencies and reserves are in the amount of \$32,509,000, of which the sum of \$-0- is estimated to be paid from state, federal, City or other sources, and the remaining amount, \$32,509,000, which together with the interest thereon of at least the rate provided in local improvement bonds to be issued by the District, shall be paid from the proceeds of the District assessments hereinafter levied in order to pay the costs related to the above-described District Improvements. It is, therefore, expressly found and determined after public hearing that each lot, tract or parcel of real property within the boundaries of said District, on the uniform square foot basis and formula as outlined in paragraph (i) below, shall be assessed in a shared amount of the \$32,509,000 representing said portion of the total costs and expenses, incurred for acquiring, constructing and installing only the District Improvements, with interest on the unpaid principal balance from the date of adoption of this Lien Ordinance at the rate to be established upon the sale and issuance of bonds as aforesaid. The uniform square foot cost method formula shall be:

- (i) Assessment shall be by a uniform square foot cost method with the total of all said costs of the Project to be divided by the total number of square feet of real property in the District and then multiplied by the number of square feet held by each owner within the District. Currently there is only the Owner within the District and all payments on assessments, if any, would be paid by said Owner.

**Section 5. Confirmation of Assessment Roll.** The Council hereby confirms the final Assessment Roll certified and filed with the City Clerk, in the form submitted by the City Engineer, and hereby orders the levy of the assessments shown in said final Assessment Roll (set forth in Exhibit A-Schedule A-3 to this Ordinance) and thereby levies against each lot, tract or parcel of real property shown in said final Assessment Roll which is the amount of assessment (the "Assessment") listed therein. It is understood that the Assessments are levied against the properties described in the final Assessment Roll (and described in Exhibit A to this Ordinance).

**Section 6. Lien and Procedure for Payment of Assessments.** The City Clerk shall immediately file with the Twin Falls County Recorder a notice of assessment lien, in substantially the form set forth on Exhibit "B" hereto, which shall contain the date of this Lien Ordinance and a description of the boundaries of this District sufficient to indicate all of the real property lots or parcels within the District. The City Clerk shall also immediately certify and file said final Assessment Roll with the City Treasurer, and the assessments therein contained (the "Assessment") shall be immediately due and payable to said City Treasurer, thirty (30) days from the date of the adoption of this Lien Ordinance and if the whole of said Assessments are not paid within thirty (30) days thereafter, such Assessments shall become delinquent and shall be collected in the same manner and with the same penalties and interest added thereto as hereinafter provided for delinquent Assessments; provided, however, that all such Assessments, or any part thereof, may, at the election of the owner, be paid in installments, with interest, as hereinafter provided. Failure to pay the whole Assessment within thirty (30) days from the date of the adoption of this Lien Ordinance shall be conclusively presumed and considered and held to be an election on the part of all persons interested, whether under disability or otherwise, to pay in such installments.

The payment of the Assessment will be conditional, assuming that installment payments of the Assessment are elected by the property owner. The bonded indebtedness to be paid by the installment payments of the Assessment has an alternative source of payment from tax increment financing to be provided by the Urban Renewal Agency of the City of Twin Falls, Idaho (the "Agency"), which will issue bonds (the "Revenue Allocation Bonds") to pay the full cost of the Project. The condition for the collection of the installment payment of the Assessment levied hereunder will be any shortfall in the collection of the tax increment resulting in insufficient proceeds to meet the periodic payment obligation of the Revenue Allocation Bonds taking into account any additional payments by the Owner or its affiliates (the "Additional Payments") under the Development Agreement among the Agency, the City and the Owner. Installment payments on the Assessment will correspond in amount and interest rate to the payments on the Revenue Allocation Bonds. To the extent that a payment is made on the Revenue Allocation Bonds, the same will constitute a credit against the payment of a corresponding installment payment of the Assessment.

Upon notice from the holder of the Revenue Allocation Bonds as to the happening of the condition, the City Clerk will give the assessed property owner written notification that the corresponding installment payment of the Assessment is due and payable within 30 days, and shall be in an amount equal to the deficiency in payment of the Revenue Allocation Bonds from the tax increment. If the tax increment financing recovers or the Additional Payments are

received and there are sufficient proceeds to meet the periodic payment obligation, the condition requiring the installment payment of the Assessment will no longer be in force until such time, if any, another shortfall in tax increment payments occurs.

In the event the assessed property owner exercises the option to pay by installment during any period, the full Assessment shall bear interest at the rate, at the Agency's option, fixed for up to 5-years based on the associated LIBOR rate + 4.00% per annum as long as the Revenue Allocation Bonds principal amount exceeds the District local improvement bonds principal amount; provided that once the Revenue Allocation bonds principal amount is less than or equal to the District bonds principal amount, at the Agency's option, the Assessment shall bear interest at an interest rate fixed for up to 5-years based upon the associated LIBOR rate + 3.50% per annum, on the principal balance owing on the District's local improvement bonds, the original principal balance of which shall be the same amount as for the Revenue Allocation Bonds, and the full Assessment will not be satisfied until the bonded indebtedness is retired.

All installment payments shall be due ten days prior to the date a payment on the bonded indebtedness becomes due. The installment payments shall be paid to the City Treasurer at the Twin Falls City Hall. Installment payments will be delinquent twenty (20) days after their due date.

In case of such election to pay in installments, the unpaid Assessment shall be payable to the said City Treasurer in such installments of principal and interest on the conditions as set forth above in this Section 6 of this Lien Ordinance and in any local improvement bonds hereafter authorized by the Council on behalf of the District, at the same interest rate as that to be borne by any local improvement bonds hereafter authorized. The amount of installment payments of Assessment due in any one year may be reduced conditionally by the City to the extent that the City receives funds from sources, other than payment of assessments, which have been designated to be used for payment of the bonds of the District. Any installment not paid within twenty (20) days after the installment payment is due shall be considered delinquent, and a two percent (2%) penalty will be added to the amount of said installment. Failure to pay any installment, whether of principal or interest, when due, shall cause the whole amount of the unpaid principal to become due and payable immediately, and the City shall proceed to collect all of the said unpaid Assessment, both principal and interest, and all penalties, in the manner provided by the Local Improvement District Code of the State of Idaho (Idaho Code Sections 50-1701, et seq.) and all laws amendatory thereof and supplemental thereto. Before the issuance of such local improvement bonds, the owner of any piece of property liable for any assessment may redeem his property from such liability by paying all the installments of assessments which are due, plus any penalties and interest which may be payable on the same, and also the amount of installments not due with interest on the latter at the rate provided in the bonds, from the date of the last installment due to one (1) year after the next interest date of said bonds. After said bonds have been issued, such property may be redeemed by the owner thereof as provided by the Council, but the total amount to be paid shall be not less than the amount of all the installments of assessments which are due plus any penalties and interest which may be payable on the same, and also the amount of installments not due with interest on the latter at the rate provided in the bonds, from the date of the last installment due to one (1) year after the next interest date of said bonds.

**Section 7. Notification of Property Owners.** The City Treasurer shall, upon passage of this Lien Ordinance and of the final Assessment Roll, mail a postcard or letter to each property owner assessed in the District, at his post office address, if known, or if unknown, to the post office in Twin Falls, Idaho, or elsewhere, in accordance with the provisions of Section 50-1716, Idaho Code, stating the total amount of said property owner's Assessment, together with the substance of the terms of payments as hereinbefore set forth in substantially the form set forth on Exhibit "C" hereto. Subsequent notices of payment may list only current installments due. An affidavit of mailing of this notice shall be filed before the date of delinquency in the office of said City Treasurer, in the file of the District, but the failure of the City Treasurer to give any notice required by Section 50-1716, Idaho Code, or to do any other act or thing required by said code section, shall not affect the validity of the Assessment or installments thereof due or extend the time for payment, but may subject the City to liability to a taxpayer for any damage sustained by the latter by reason of such failure.

**Section 8. Appeal Procedure.** The confirmation of said final Assessment Roll herein made is a final determination of the regularity, validity and correctness of said final Assessment Roll, of each Assessment contained therein and the amount levied on each lot, parcel or tract of real property, subject to the appeal of any person who filed objections to the said Assessment Roll at or prior to the hearing on the same, which appeal, as provided by Section 50-1718, Idaho Code, is to be brought about by filing notice of the appeal, in writing, with the City Clerk and Clerk of the District Court within thirty (30) days from the date of publication of this Lien Ordinance. No suit to set aside any Assessments so made, or to enjoin the making of the same, shall be brought, nor any defense to the validity thereof be allowed, except by appeal subsequent to this confirmation as herein provided. Any person filing such appeal must also comply with the bond requirements set forth in Section 50-1718, Idaho Code.

**Section 9. Reassessment.** Pursuant to Section 50-1720, Idaho Code, the City hereby acknowledges, represents and covenants that if ever the Assessment of the District have failed to be valid in whole or in part for want of form or sufficiency, informality, irregularity or nonconformance with the laws governing such Assessment, the Council shall, to the extent permitted by law, reassess such assessments and enforce their collection in accordance with the provisions of the law existing at the time the reassessment is made. The City further acknowledges, represents and covenants that when for any cause, mistake or inadvertence the amounts heretofore assessed shall not be sufficient to pay the cost and expenses of the District Improvements made and enjoyed by owners of property in the District, as well as the costs of proceedings under Section 8 above, the Council shall make reassessments on appropriate property in the District sufficient to pay for such District Improvements. Such reassessment shall be made and collected in accordance with the provisions of the law existing at the time of its levy.

**Section 10. Intent of City Regarding Future Segregation of Assessments.** Pursuant to Section 50-1721A, Idaho Code, and upon the request of a landowner, the City may order the segregation of certain assessments for unplatted, sold in part, or subdivided District property against which there have been levied special District assessments under the final Assessment Roll approved by this Lien Ordinance. Any such future segregation of assessments shall be done by City ordinance or ordinances providing for the such segregation, and must meet and be in

accordance with all prior legal requirements set forth in Section 50-1721A, Idaho Code, including but are not limited to, that any such future segregation of an assessment may not be ordered or made if the City Council makes a finding that such segregation of an assessment will cause the security of the existing lien against the applicable District property or tracts of land to be so jeopardized as to reduce the security for the outstanding District obligations or bonds payable from such assessment.

**Section 11. Ratification of Prior Proceedings.** All proceedings heretofore had in connection with the creation of the District, the preparation and adoption of said preliminary and the final Assessment Roll, the hearing held thereof, and the giving of the notice of said hearing of said preliminary and the final Assessment Roll are hereby in all respects ratified, approved and confirmed.

**Section 12. Repeal of Conflicting Provisions.** All bylaws, resolutions and ordinances, or parts thereof, in conflict with this Lien Ordinance are, to the extent of such conflict, hereby repealed; and, after the bonds of the District have been issued, this Lien Ordinance shall constitute a contract by and between the City and the holder or holders of said bonds, and shall be and remain irrevocable until said bonds and the interest accruing thereon shall have been paid, satisfied and discharged.

**Section 13. Separability.** If any section, paragraph, clause or provision of this Lien Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, clause or provision shall in no manner affect any remaining portions of this Lien Ordinance.

**Section 14. Effective Date.** This Lien Ordinance shall be in full force and effect from and after its passage, approval and publication hereof.

**PASSED** by the City Council of the City of Twin Falls, Twin Falls County, Idaho, this 3rd day of December, 2012.

**APPROVED** by the Mayor of the City of Twin Falls, Twin Falls County, Idaho, this 3<sup>rd</sup> day of December, 2012.

**APPROVED:**

By: \_\_\_\_\_  
Mayor

**ATTEST:**

By: \_\_\_\_\_  
City Clerk

Publish: on or before December 6, 2012

**EXHIBIT "A"**

Description of Boundaries of District

The District's boundaries shall be as specifically described in Schedule A-1 hereto. The map set forth in Schedule A-2 hereto is an area map showing generally the location of the District.

SCHEDULE A-1  
Boundary Description

A parcel of land located in a portion of the N2, Section 24, Township 10 South, Range 17 East, Boise Meridian, Twin Falls County, Idaho, being more particularly described as follows:  
Commencing at the Northeast corner of Section 24. Said point lies South 89° 48' 09" East 2699.49 feet from the North quarter corner of Section 24. Thence North 89° 48' 09" West 2234.39 feet; Thence South 00° 00' 00" East 478.51 feet to the REAL POINT OF BEGINNING.

Thence South 00° 00' 00" East 139.25 feet;  
Thence North 90° 00' 00" East 38.62 feet;  
Thence South 00° 00' 00" West 486.08 feet;  
Thence North 90° 00' 00" East 18.00 feet;  
Thence South 00° 00' 00" East 38.00 feet;  
Thence South 90° 00' 00" West 18.00 feet;  
Thence South 00° 00' 00" West 674.50 feet;  
Thence South 90° 00' 00" West 221.48 feet;  
Thence South 00° 00' 00" East 39.67 feet;  
Thence South 90° 00' 00" West 61.44 feet;  
Thence North 00° 00' 00" East 39.67 feet;  
Thence North 90° 00' 00" West 530.67 feet;  
Thence North 00° 00' 00" West 390.75 feet;  
Thence South 90° 00' 00" West 21.42 feet;  
Thence North 00° 00' 00" East 39.67 feet;  
Thence North 90° 00' 00" East 21.42 feet;  
Thence North 00° 00' 00" West 267.83 feet;  
Thence South 90° 00' 00" West 121.50 feet;  
Thence North 00° 00' 00" East 132.50 feet;  
Thence North 90° 00' 00" East 359.18 feet;  
Thence North 00° 00' 00" East 194.61 feet;  
Thence North 90° 00' 00" East 269.07 feet;  
Thence North 00° 00' 00" East 173.22 feet;  
Thence North 90° 00' 00" East 37.00 feet;  
Thence North 00° 00' 00" East 42.31 feet;  
Thence North 90° 00' 00" East 25.28 feet;  
Thence North 00° 00' 00" East 96.94 feet;  
Thence North 90° 00' 00" East 205.94 feet to the REAL POINT OF BEGINNING.

The above described parcel contains 20.45 Acres +/- (890,930 Sq. Ft.)

The foregoing property is benefited by a Non-Exclusive Ingress/Egress Easement dated November 1, 2012 executed by Chobani Idaho Inc., formerly Agro-Farma Idaho, Inc., covering parcel A, attached hereto.

The foregoing property is also benefited by a Non-Exclusive Parking Area Easement dated November 1, 2012 executed by Chobani Idaho Inc., formerly Agro-Farma Idaho, Inc., covering parcel B, attached hereto.

Parcel A:

A parcel of land located in a portion of the N2, Section 24, Township 10 South, Range 17 East, Boise

Meridian, Twin Falls County, Idaho, being more particularly described as follows:

Commencing at the North quarter corner of Section 24. Said point lies South 89° 48' 09" East 2699.49

feet from the Northeast corner of Section 24. Thence South 00° 08' 34" East 50.00 feet to a point on the

Southerly right of way line of State Highway 30 and the REAL POINT OF BEGINNING.

Thence South 89° 49' 31" East 34.89 feet along said right of way line;

Thence South 00° 07' 03" East 109.83 feet;

Thence along a curve to the right

Δ - 42°01'03"

A - 128.34

R - 175.00

C- 125.48

LCB - South 20° 53' 29" West

Thence South 41° 54' 00" West 74.74 feet;

Thence along a curve to the left

Δ - 42°01'48"

A - 154.05

R - 210.00

C- 150.62

LCB - South 20° 53' 06" West

Thence South 00° 07' 48" East 46.79 feet;

Thence South 89° 56' 48" West 30.24 feet;

Thence North 00° 10' 18" East 59.54 feet;

Thence along a curve to the right

Δ - 41°38'04"

A - 152.60

R - 210.00

C- 149.26

LCB - North 20° 59' 21" East

Thence North 41° 48' 23" East 49.77 feet.

Thence along a curve to the left

Δ - 41°55'26"

A - 142.68

R - 195.00

C - 1139.52

LCB - North 20° 50' 40" East

Thence North 00° 07' 03" West 103.96 feet to a point on said right of way line;

Thence South 89° 49' 24" East 7.12 feet along said right of way line to the REAL POINT OF BEGINNING.

The above described parcel contains 0.41 Acres +/- (18,029 Sq. Ft.)

Parcel B:

A parcel of land located in a portion of the N2, Section 24, Township 10 South, Range 17 East, Boise

Meridian, Twin Falls County, Idaho, being more particularly described as follows:

Commencing at the Northeast corner of Section 24. Said point lies South 89° 48' 09" East 2699.49 feet

from the North quarter corner of Section 24. Thence North 89° 48' 09" West 2674.60 feet; Thence South

00° 00' 00" East 520.09 feet to the REAL POINT OF BEGINNING.

Thence South 00° 23' 05" East 63.99 feet;

Thence South 89° 57' 48" East 100.48 feet;

Thence South 00° 09' 14" West 148.36 feet;

Thence North 90° 00' 00" East 71.47 feet;

Thence South 00° 00' 00" East 60.00 feet;

Thence South 90° 00' 00" West 578.62 feet;

Thence North 00° 01' 58" West 272.03 feet;

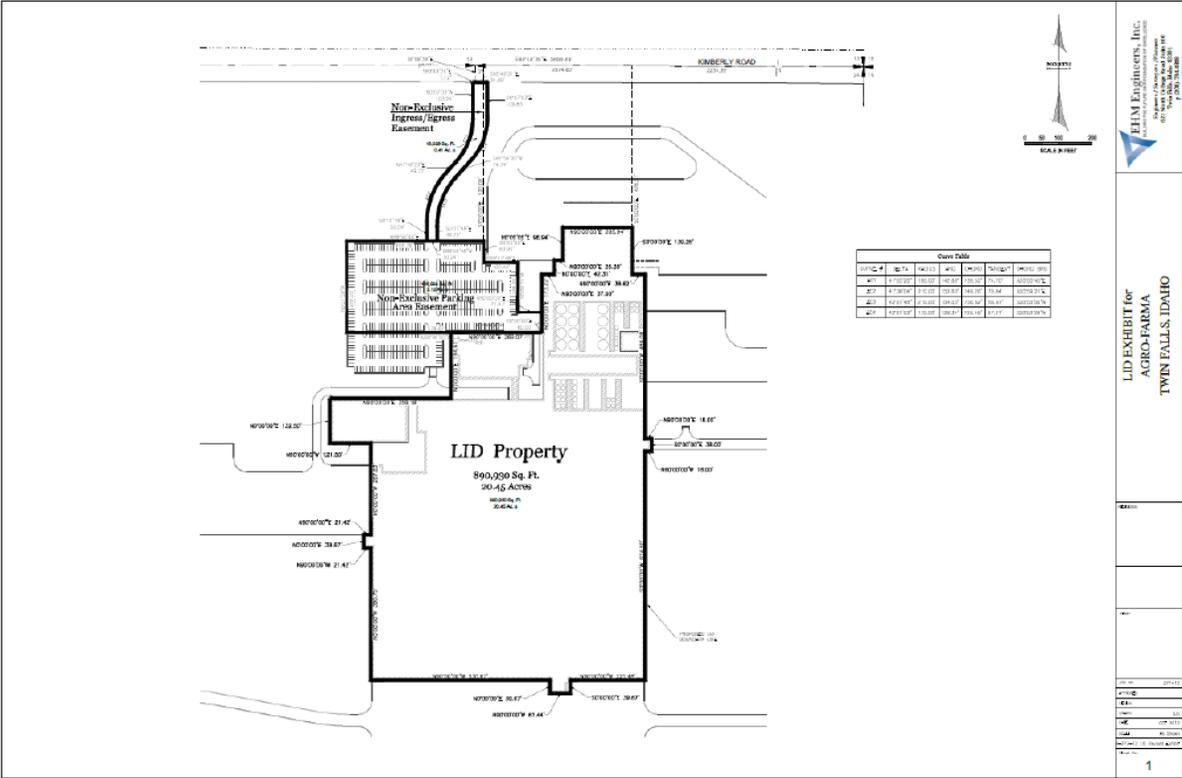
Thence North 89° 56' 48" East 406.79 feet to the REAL POINT OF BEGINNING.

The above described parcel contains 3.12 Acres +/- (135,994 Sq. Ft.)

**SCHEDULE A-2**

Boundary Map

(attached)



**SCHEDULE A-3**

FINAL DISTRICT ASSESSMENT ROLL  
(attached)

**ASSESSMENT ROLL FOR**  
**LOCAL IMPROVEMENT DISTRICT NO. 2012-1**

The City of Twin Falls, Idaho (the “City”) hereby states that the following assessment roll has been prepared and filed with the City Clerk pursuant to Idaho Code § 50-1712 for improvements for Local Improvement District No. 2012-1 (the “District”) pursuant to Twin Falls Ordinance No. 3040.

The payment of the assessment will be conditional, assuming that installment payments of the assessment are elected by the property owner. The bonded indebtedness to be paid by the installment payments of the assessment has an alternative source of payment from tax increment (revenue allocation) financing to be provided by the Urban Renewal Agency of the City of Twin Falls, Idaho (the “Agency”), which will issue bonds (the “Revenue Allocation Bonds”) to pay the full cost of the project to be financed by the District. The condition for the collection of the installment payment of the assessment under this roll will be any shortfall in the tax increment collection resulting in insufficient proceeds to meet the periodic payment obligation of the Revenue Allocation Bonds. Installment payments on the assessment will correspond in amount and interest rate to the payments on the Revenue Allocation Bonds. To the extent that a payment is made on the Revenue Allocation Bonds, the same will constitute a credit against the payment of a corresponding installment payment of the assessment.

Upon notice from the trustee for the Revenue Allocation Bonds as to the happening of the condition, the City Clerk will give the assessed property owner written notification that the corresponding installment payment of the assessment is due and payable within 30 days, and shall be in an amount equal to the deficiency in payment of the Revenue Allocation Bonds from the tax increment. If the tax increment financing recovers and there are sufficient proceeds to meet the periodic payment obligation, the condition requiring the installment payment of the assessment will no longer be in force until such time, if any, another shortfall in tax increment payments occurs.

In the event the assessed property owner exercises the option to pay periodically during any period, the full assessment shall bear interest at the rate, at the Agency’s option, fixed for up to 5-years based on the associated LIBOR rate + 4.00% per annum as long as the Revenue Allocation Bonds principal amounts exceed the District bonds principal amount; provided that once the Revenue Allocation bonds principal amounts are less than or equal to the District bonds principal amounts, at the Agency’s option, the assessment shall bear interest at an interest rate fixed for up to 5-years based upon the associated LIBOR rate + 3.50% per annum, on the principal balance owing, and the full assessment will not be satisfied until the bonded indebtedness is retired.

<u>Assessment No.</u>	<u>Parcel Tax Nos.</u>	<u>Name and Property Address</u>	<u>Legal Description</u>	<u>Assessment (including estimated amounts for reserve fund, costs of bond issuance, and interest on Interim Warrant)</u>
1.	RPT00107240000 RPT00107241200 RPT3243001001A	Chobani Idaho, Inc. 3450 Kimberly Rd. East Twin Falls, Id. 83301	Exhibit A	\$32,509,000.00

## EXHIBIT A

### Description of Boundaries of District

The District's boundaries shall be as specifically described in Schedule A-1 hereto. The map set forth in Schedule A-2 hereto is an area map showing generally the location of the District.

SCHEDULE A-1  
Boundary Description

A parcel of land located in a portion of the N2, Section 24, Township 10 South, Range 17 East, Boise Meridian, Twin Falls County, Idaho, being more particularly described as follows:

Commencing at the Northeast corner of Section 24. Said point lies South 89° 48' 09" East 2699.49 feet from the North quarter corner of Section 24. Thence North 89° 48' 09" West 2234.39 feet; Thence South 00° 00' 00" East 478.51 feet to the REAL POINT OF BEGINNING.

Thence South 00° 00' 00" East 139.25 feet;

Thence North 90° 00' 00" East 38.62 feet;

Thence South 00° 00' 00" West 486.08 feet;

Thence North 90° 00' 00" East 18.00 feet;

Thence South 00° 00' 00" East 38.00 feet;

Thence South 90° 00' 00" West 18.00 feet;

Thence South 00° 00' 00" West 674.50 feet;

Thence South 90° 00' 00" West 221.48 feet;

Thence South 00° 00' 00" East 39.67 feet;

Thence South 90° 00' 00" West 61.44 feet;

Thence North 00° 00' 00" East 39.67 feet;

Thence North 90° 00' 00" West 530.67 feet;

Thence North 00° 00' 00" West 390.75 feet;

Thence South 90° 00' 00" West 21.42 feet;

Thence North 00° 00' 00" East 39.67 feet;

Thence North 90° 00' 00" East 21.42 feet;

Thence North 00° 00' 00" West 267.83 feet;

Thence South 90° 00' 00" West 121.50 feet;

Thence North 00° 00' 00" East 132.50 feet;

Thence North 90° 00' 00" East 359.18 feet;

Thence North 00° 00' 00" East 194.61 feet;

Thence North 90° 00' 00" East 269.07 feet;

Thence North 00° 00' 00" East 173.22 feet;

Thence North 90° 00' 00" East 37.00 feet;

Thence North 00° 00' 00" East 42.31 feet;

Thence North 90° 00' 00" East 25.28 feet;

Thence North 00° 00' 00" East 96.94 feet;

Thence North 90° 00' 00" East 205.94 feet to the REAL POINT OF BEGINNING.

The above described parcel contains 20.45 Acres +/- (890,930 Sq. Ft.)

The foregoing property is benefited by a Non-Exclusive Ingress/Egress Easement dated November 1, 2012 executed by Chobani Idaho Inc., formerly Agro-Farma Idaho, Inc., covering parcel A, attached hereto.

The foregoing property is also benefited by a Non-Exclusive Parking Area Easement dated November 1, 2012 executed by Chobani Idaho Inc., formerly Agro-Farma Idaho, Inc., covering parcel B, attached hereto.

Parcel A:

A parcel of land located in a portion of the N2, Section 24, Township 10 South, Range 17 East, Boise Meridian, Twin Falls County, Idaho, being more particularly described as follows:

Commencing at the North quarter corner of Section 24. Said point lies South 89° 48' 09" East 2699.49 feet from the Northeast corner of Section 24. Thence South 00° 08' 34" East 50.00 feet to a point on the Southerly right of way line of State Highway 30 and the REAL POINT OF BEGINNING.

Thence South 89° 49' 31" East 34.89 feet along said right of way line;

Thence South 00° 07' 03" East 109.83 feet;

Thence along a curve to the right

$\Delta$  - 42°01'03"

A - 128.34

R - 175.00

C - 125.48

LCB - South 20° 53' 29" West

Thence South 41° 54' 00" West 74.74 feet;

Thence along a curve to the left

$\Delta$  - 42°01'48"

A - 154.05

R - 210.00

C - 150.62

LCB - South 20° 53' 06" West

Thence South 00° 07' 48" East 46.79 feet;

Thence South 89° 56' 48" West 30.24 feet;

Thence North 00° 10' 18" East 59.54 feet;

Thence along a curve to the right

$\Delta$  - 41°38'04"

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R - 210.00

C - 149.26

LCB - North 20° 59' 21" East

Thence North 41° 48' 23" East 49.77 feet.

Thence along a curve to the left

$\Delta$  - 41°55'26"

A - 142.68

R - 195.00

C - 1139.52

LCB - North 20° 50' 40" East

Thence North 00° 07' 03" West 103.96 feet to a point on said right of way line;

Thence South 89° 49' 24" East 7.12 feet along said right of way line to the REAL POINT OF BEGINNING.

The above described parcel contains 0.41 Acres +/- (18,029 Sq. Ft.)

Parcel B:

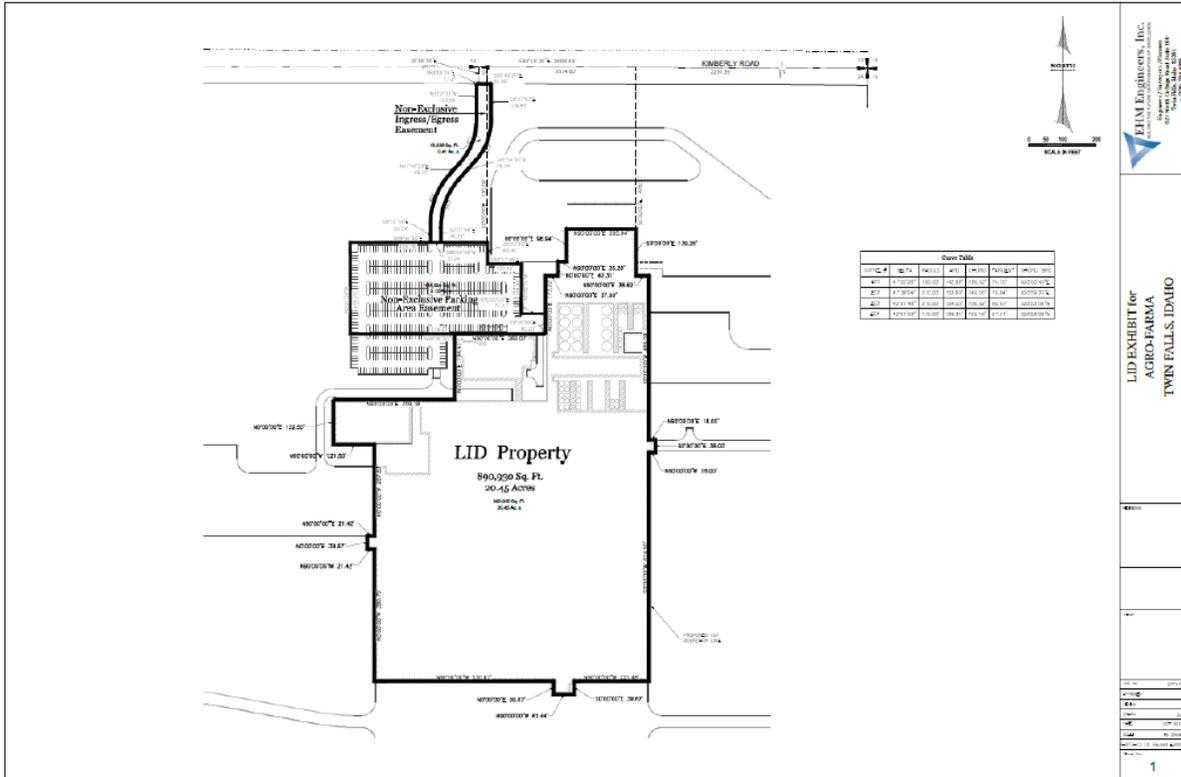
A parcel of land located in a portion of the N2, Section 24, Township 10 South, Range 17 East, Boise Meridian, Twin Falls County, Idaho, being more particularly described as follows:

Commencing at the Northeast corner of Section 24. Said point lies South 89° 48' 09" East 2699.49 feet from the North quarter corner of Section 24. Thence North 89° 48' 09" West 2674.60 feet; Thence South

00° 00' 00" East 520.09 feet to the REAL POINT OF BEGINNING.  
Thence South 00° 23' 05" East 63.99 feet;  
Thence South 89° 57' 48" East 100.48 feet;  
Thence South 00° 09' 14" West 148.36 feet;  
Thence North 90° 00' 00" East 71.47 feet;  
Thence South 00° 00' 00" East 60.00 feet;  
Thence South 90° 00' 00" West 578.62 feet;  
Thence North 00° 01' 58" West 272.03 feet;  
Thence North 89° 56' 48" East 406.79 feet to the REAL POINT OF BEGINNING.  
The above described parcel contains 3.12 Acres +/- (135,994 Sq. Ft.)

SCHEDULE A-2  
General Area Map

(attached)



**EXHIBIT "B"**

**CITY CLERK'S NOTICE OF ASSESSMENT LIEN**

The undersigned City Clerk of the City of Twin Falls, Twin Falls County, Idaho, does hereby certify that:

1. On December 3, 2012, the City Council of the City of Twin Falls, Twin Falls County, Idaho (the "City Council"), did adopt Ordinance No. 3041 (the "Lien Ordinance") providing for, among other things, the levying of Assessments against the real property located in Local Improvement District No. 2012-1 (the "District") for the City of Twin Falls, Twin Falls County, Idaho (the "City"), and the confirmation of the final Assessment Roll relating thereto. The legal boundaries of the District, along with a general area boundary map showing generally the location of the District, are those of the property described on Exhibit "A", Schedule A-1 and Schedule A-2 of the Lien Ordinance and described in the Assessment Roll attached to the Lien Ordinance as Exhibit A, Schedule A-3. A copy of said Lien Ordinance is attached hereto and is by this reference incorporated fully herein.
  
2. The confirmed final Assessment Roll provided for in the Lien Ordinance and Assessments made by the confirmed Assessment Roll shall be a lien upon the above described property from and after the date of recording this Notice. A copy of said final Assessment Roll is attached hereto and is also to be recorded with said Lien Ordinance.

DATED this \_\_\_\_ day of December, 2012.

**CITY OF TWIN FALLS, TWIN FALLS  
COUNTY, IDAHO**

\_\_\_\_\_  
City Clerk

**EXHIBIT “C”**

**NOTICE OF ASSESSMENT  
LOCAL IMPROVEMENT DISTRICT NO. 2012-1  
FOR THE CITY OF TWIN FALLS,  
TWIN FALLS COUNTY, IDAHO**

Notice is hereby given that the assessment roll for the improvement of property located within Local Improvement District No. 2012-1 (the “District”) for the City of Twin Falls, Twin Falls County, Idaho (the “City”), for the purpose of acquiring, constructing, and installing certain improved and additional sewer system, pre-treatment system, water system, related utility extensions, road and other facilities and related improvements for certain parcels of property within the District, has been confirmed. The property and the Assessment with reference to which this notice is given are as follows:

<u>Owner</u>	<u>Lot or Parcel</u>	<u>Assessment</u>
--------------	----------------------	-------------------

The above Assessment may be paid in full by January 2, 2013, without penalty, interest or additional costs. If the Assessment is not paid in full by January 2, 2013, it shall be conclusively presumed, considered and held to be an election by the owner(s) of said property to pay such Assessment in installments as provided in the lien ordinance of the City adopted on December 3, 2012 (the “Lien Ordinance”). The installment payments of such Assessment may be reduced by the payment of certain revenue allocation bonds of the Urban Renewal Agency of the City of Twin Falls, Idaho as further provided in said Lien Ordinance. If any required installment is not paid within 20 days from the date it is due, the same shall become delinquent and a penalty of 2% shall be added thereto. In the event the Assessment is paid in full after January 2, 2013, such payment is subject to such additional penalty and interest as provided for in the Lien Ordinance.

By: \_\_\_\_\_  
CITY TREASURER  
City of Twin Falls, Twin Falls County, Idaho

## **CITY CLERK'S NOTICE OF ASSESSMENT LIEN**

The undersigned City Clerk of the City of Twin Falls, Twin Falls County, Idaho, does hereby certify that:

1. On December 3, 2012, the City Council of the City of Twin Falls, Twin Falls County, Idaho (the "City Council"), did adopt Ordinance No. 3041 (the "Lien Ordinance") providing for, among other things, the levying of Assessments against the real property located in Local Improvement District No. 2012-1 (the "District") for the City of Twin Falls, Twin Falls County, Idaho (the "City"), and the confirmation of the final Assessment Roll relating thereto. The legal boundaries of the District, along with a general area boundary map showing generally the location of the District, are those of the property described on Exhibit "A", Schedule A-1 and Schedule A-2 of the Lien Ordinance and described in the Assessment Roll attached to the Lien Ordinance as Exhibit A, Schedule A-3. A copy of said Lien Ordinance is attached hereto and is by this reference incorporated fully herein.
2. The confirmed final Assessment Roll provided for in the Lien Ordinance and Assessments made by the confirmed Assessment Roll shall be a lien upon the above described property from and after the date of recording this Notice. A copy of said final Assessment Roll is attached hereto and is also to be recorded with said Lien Ordinance.

DATED this \_\_\_\_ day of December, 2012.

**CITY OF TWIN FALLS, TWIN FALLS  
COUNTY, IDAHO**

\_\_\_\_\_  
City Clerk

**NOTICE OF ASSESSMENT  
LOCAL IMPROVEMENT DISTRICT NO. 2012-1  
FOR THE CITY OF TWIN FALLS,  
TWIN FALLS COUNTY, IDAHO**

Notice is hereby given that the assessment roll for the improvement of property located within Local Improvement District No. 2012-1 (the "District") for the City of Twin Falls, Twin Falls County, Idaho (the "City"), for the purpose of acquiring, constructing, and installing certain improved and additional sewer system, pre-treatment system, water system, related utility extensions, road and other facilities and related improvements for certain parcels of property within the District, has been confirmed. The property and the Assessment with reference to which this notice is given are as follows:

<u>Owner</u>	<u>Lot or Parcel</u>	<u>Assessment</u>
Chobani Idaho, Inc.	See Exhibit A	\$32,509,000

The above Assessment may be paid in full by January 2, 2013, without penalty, interest or additional costs. If the Assessment is not paid in full by January 2, 2013, it shall be conclusively presumed, considered and held to be an election by the owner(s) of said property to pay such Assessment in installments as provided in the lien ordinance of the City adopted on December 3, 2012 (the "Lien Ordinance"). The installment payments of such Assessment may be reduced by the payment of certain revenue allocation bonds of the Urban Renewal Agency of the City of Twin Falls, Idaho as further provided in said Lien Ordinance. If any required installment is not paid within 20 days from the date it is due, the same shall become delinquent and a penalty of 2% shall be added thereto. In the event the Assessment is paid in full after January 2, 2013, such payment is subject to such additional penalty and interest as provided for in the Lien Ordinance.

By: \_\_\_\_\_  
CITY TREASURER  
City of Twin Falls, Twin Falls County, Idaho

Exhibit A--Parcel Description

A parcel of land located in a portion of the N2, Section 24, Township 10 South, Range 17 East, Boise Meridian, Twin Falls County, Idaho, being more particularly described as follows:  
Commencing at the Northeast corner of Section 24. Said point lies South 89° 48' 09" East 2699.49 feet from the North quarter corner of Section 24. Thence North 89° 48' 09" West 2234.39 feet; Thence South 00° 00' 00" East 478.51 feet to the REAL POINT OF BEGINNING.

Thence South 00° 00' 00" East 139.25 feet;

Thence North 90° 00' 00" East 38.62 feet;

Thence South 00° 00' 00" West 486.08 feet;

Thence North 90° 00' 00" East 18.00 feet;

Thence South 00° 00' 00" East 38.00 feet;

Thence South 90° 00' 00" West 18.00 feet;

Thence South 00° 00' 00" West 674.50 feet;

Thence South 90° 00' 00" West 221.48 feet;

Thence South 00° 00' 00" East 39.67 feet;

Thence South 90° 00' 00" West 61.44 feet;

Thence North 00° 00' 00" East 39.67 feet;

Thence North 90° 00' 00" West 530.67 feet;

Thence North 00° 00' 00" West 390.75 feet;

Thence South 90° 00' 00" West 21.42 feet;

Thence North 00° 00' 00" East 39.67 feet;

Thence North 90° 00' 00" East 21.42 feet;

Thence North 00° 00' 00" West 267.83 feet;

Thence South 90° 00' 00" West 121.50 feet;

Thence North 00° 00' 00" East 132.50 feet;

Thence North 90° 00' 00" East 359.18 feet;

Thence North 00° 00' 00" East 194.61 feet;

Thence North 90° 00' 00" East 269.07 feet;

Thence North 00° 00' 00" East 173.22 feet;

Thence North 90° 00' 00" East 37.00 feet;

Thence North 00° 00' 00" East 42.31 feet;

Thence North 90° 00' 00" East 25.28 feet;

Thence North 00° 00' 00" East 96.94 feet;

Thence North 90° 00' 00" East 205.94 feet to the REAL POINT OF BEGINNING.

The above described parcel contains 20.45 Acres +/- (890,930 Sq. Ft.)

The foregoing property is benefited by a Non-Exclusive Ingress/Egress Easement dated November 1, 2012 executed by Chobani Idaho Inc., formerly Agro-Farma Idaho, Inc., covering parcel A, attached hereto.

The foregoing property is also benefited by a Non-Exclusive Parking Area Easement dated November 1, 2012 executed by Chobani Idaho Inc., formerly Agro-Farma Idaho, Inc., covering parcel B, attached hereto.

AFFIDAVIT OF NOTICE OF ASSESSMENT

STATE OF IDAHO                    )  
  ) ss  
County of Twin Falls            )

I, \_\_\_\_\_, City Treasurer for the City of Twin Falls, having been first duly sworn, depose and state that:

1.       On the \_\_\_\_ day of December, 2012, I mailed, via First Class U.S. mail, the “Notice of Assessment Local Improvement District No. 2012-1 for the City of Twin Falls, Twin Falls County, Idaho” to the property owner identified in the Assessment Roll for the said Local Improvement District, at the owner’s address listed therein. Said Assessment Roll is on file in the office of the City Clerk and is available for inspection and copying.

2.       Each mailed Notice specifically identified the party or parties, their assessment number and tax parcel number. A copy of the form of Notice is attached hereto.

DATED this \_\_\_\_ day of December, 2012.

\_\_\_\_\_  
City Treasurer

SUBSCRIBED and sworn to before me, this \_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Notary Public for Idaho  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

Form of Notice  
(attached)