



NOTICE OF AGENDA
TWIN FALLS CITY PLANNING & ZONING COMMISSION
January 28, 2014 6:00PM
City Council Chambers
305 3rd Avenue East Twin Falls, ID 83301

PLANNING & ZONING COMMISSION MEMBERS

CITY LIMITS:

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

AREA OF IMPACT:

Lee DeVore Steve Woods
Vice-Chairman

City Council Liaisons

Rebecca Mills Sojka

I. CALL MEETING TO ORDER:

1. Confirmation of quorum
2. Introduction of staff

II. CONSENT CALENDAR:

1. Approval of Minutes from the following meeting(s): **January 14, 2014-Public Hearing**
2. Approval of Findings of Fact and Conclusions of Law:
 - Pickett (SUP 01-14-14)

III. ITEMS OF CONSIDERATION:

1. A Preliminary Presentation for the Commission to consider a request for a PUD Agreement Amendment to amend the Magic Valley Mall PUD Agreement to allow a modification to the sign criteria on property located at 1485 Pole Line Road East c/o David Thibault, EHM Engineers on behalf of Magic Valley Mall, LLC (app. 2612)
2. A Preliminary Presentation for the Commission to consider a request for a PUD Agreement Amendment to amend the WS&V PUD Agreement #263 to allow a mixed use development; consisting of professional office and residential uses, on the remaining undeveloped lots within the WS&V First Amended Subdivision-A PUD, consisting of lots 2-5 Block 1 and totaling 16 (+/-) acres, located west of the 1000 block of Fieldstream Way and southwest of Cheney Drive West, extended c/o John O Fitzgerald, II on behalf of WS&V, LLC (app. 2614)

IV. PUBLIC HEARINGS: NONE

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

VI. UPCOMING PUBLIC MEETINGS: (held at the City Council Chamber unless otherwise posted)

1. Work Session: Wednesday, February 5, 2014 at 12:00 P.M.
2. Public Hearing: Tuesday, February 11, 2014 at 6:00 P.M.

VII. ADJOURN MEETING:

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

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

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

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

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

4. Upon completion of the applicant's presentation City Staff will present a staff report which shall summarize the application/request, history of the property, if any, staff analysis of the request and any recommendations.
 - **The Commission may ask questions of staff or the applicant pertaining to the request at this time.**
5. The public will then be given the opportunity to provide public testimony/input/comments regarding the request.
 - **The Chairman may limit public testimony to no more than two (2) minutes per person.**
 - **Five (5) or more individuals, having received personal public notice of the application under consideration, may select a spokesperson by written petition. The spokesperson shall be limited to 15 minutes.**
 - **No written comments, including e-mail, received after 12:00 o'clock noon on the date of the hearing will be accepted for consideration by the hearing body. Written comments, including e-mail, received by 12:00 o'clock noon or before the date of the hearing shall be either read into the record or displayed on the overhead projector either during or upon the completion of public comment.**
 - **Following the Public Testimony, the applicant is permitted a maximum five (5) minutes rebuttal to respond to Public Testimony.**
6. Following the Public Testimony and Applicant's response, the Public Input portion of the public hearing shall be closed-**No further public testimony is permitted.** Commission Members, as recognized by the Chairman, shall be allowed to request clarification of any public testimony received of the Applicant, Staff or any person who has testified. The Chairman may again establish time limits.
7. The Chairman shall then close the Public Hearing. The Commission shall deliberate on the request. Deliberations and decisions shall be based upon the information and testimony provided during the Public Hearing. **Once the Public Hearing is closed, additional testimony from the staff, applicant or public is not allowed.** Legal or procedural questions may be directed to the City Attorney.

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



Preliminary PUD Presentation: TUESDAY, January 28, 2014

Public Hearing: Tuesday, February 11, 2014

To: Planning & Zoning Commission

From: Rene'e Carraway, Community Development

AGENDA ITEM III-1

Request: A Preliminary Presentation for the Commission to consider a request for a PUD Agreement Amendment to amend the Magic Valley Mall PUD Agreement to allow a modification to the sign criteria on property located at 1485 Pole Line Road East c/o David Thibault, EHM Engineers on behalf of Magic Valley Mall, LLC (app. 2612)

Time Estimate:

The applicant's presentation may take up to fifteen (15) minutes. There is no Staff presentation this evening.

Background:

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

Approval Process:

As per Twin Falls City Code 10-6-1.4(E) Approval of a PUD Sub-District:

The applicant is required to do a presentation to the Planning and Zoning Commission and the public for a preliminary review. The Commission and public are allowed to give suggestions and ask questions of the applicant about the proposed project. At a later public hearing the Commission is asked for a recommendation to the Council regarding the request to either amend the existing PUD Agreement as presented, deny the request or remand back to the Commission if there are major changes.

Budget Impact:

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

Regulatory Impact:

The Commission makes no decision at this time. After a public hearing, a recommendation from the Planning and Zoning Commission for the requested change will allow the request to proceed to the City Council for a decision.

History:

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

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

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

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

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

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

Analysis:

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

City Code requires that the applicants make a preliminary presentation to the Commission and to the public. This presentation allows the Commission and the public to become familiar with the proposed amendment(s) to the project prior to the actual public hearing. The Commission can also give suggestions to the applicants on the project outside of the hearing process. No action is taken at the presentation meeting.

A public hearing regarding this request will be heard at the regularly scheduled Planning and Zoning Commission public meeting [Tuesday February 11, 2014](#). Further staff analysis will be given at that time.

Conclusion:

Staff makes no recommendation at this time.

Attachments:

1. Narrative
2. Zoning Vicinity Map
3. Aerial Site Map
4. Master Development Plan

Supplemental Information For MV MALL PUD Amendment Application

ITEM 3a)

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

ITEM 3c)

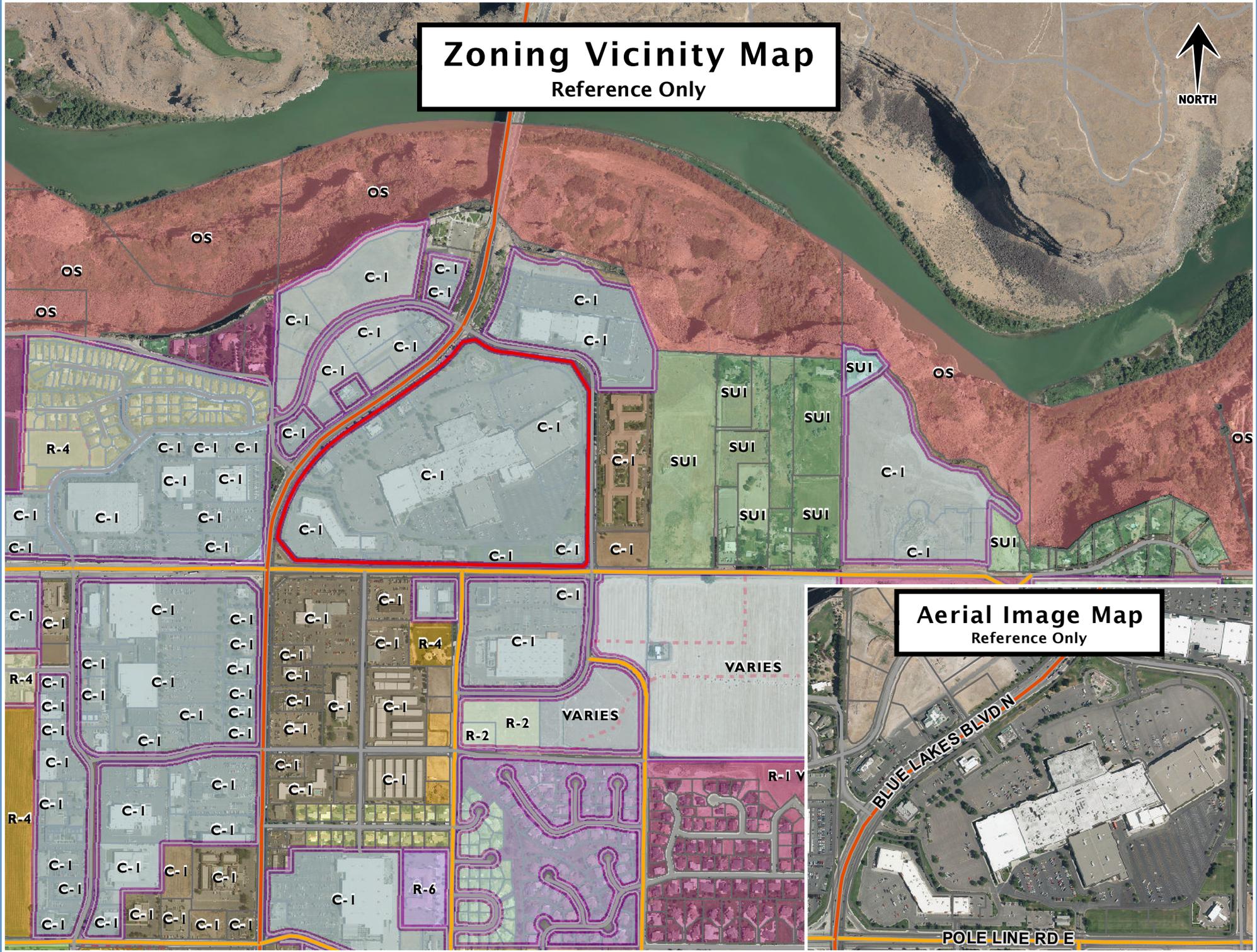
The proposed change will affect sign design and layout of proposed signs on the subject property. Previously the PUD specified many options which led to confusion in some instances. It is the desire of the MC Mall to engage local sign companies to complete work associated with sign design, layout, location,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

ITEM 3d)

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

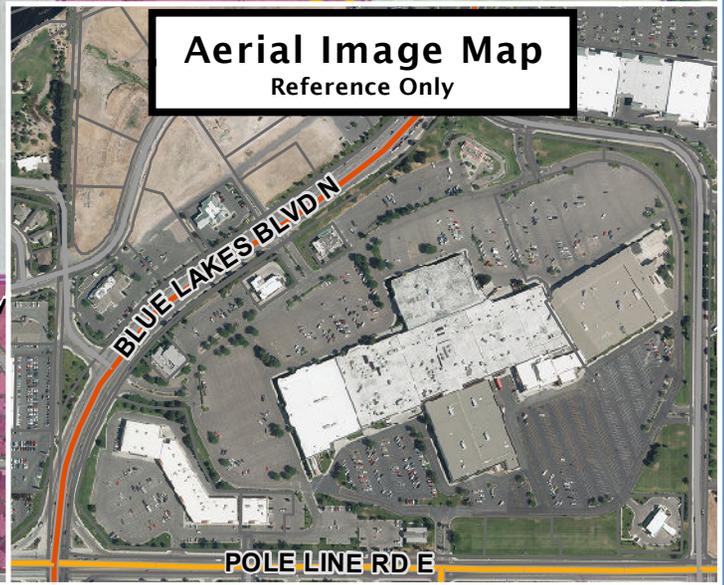
Zoning Vicinity Map

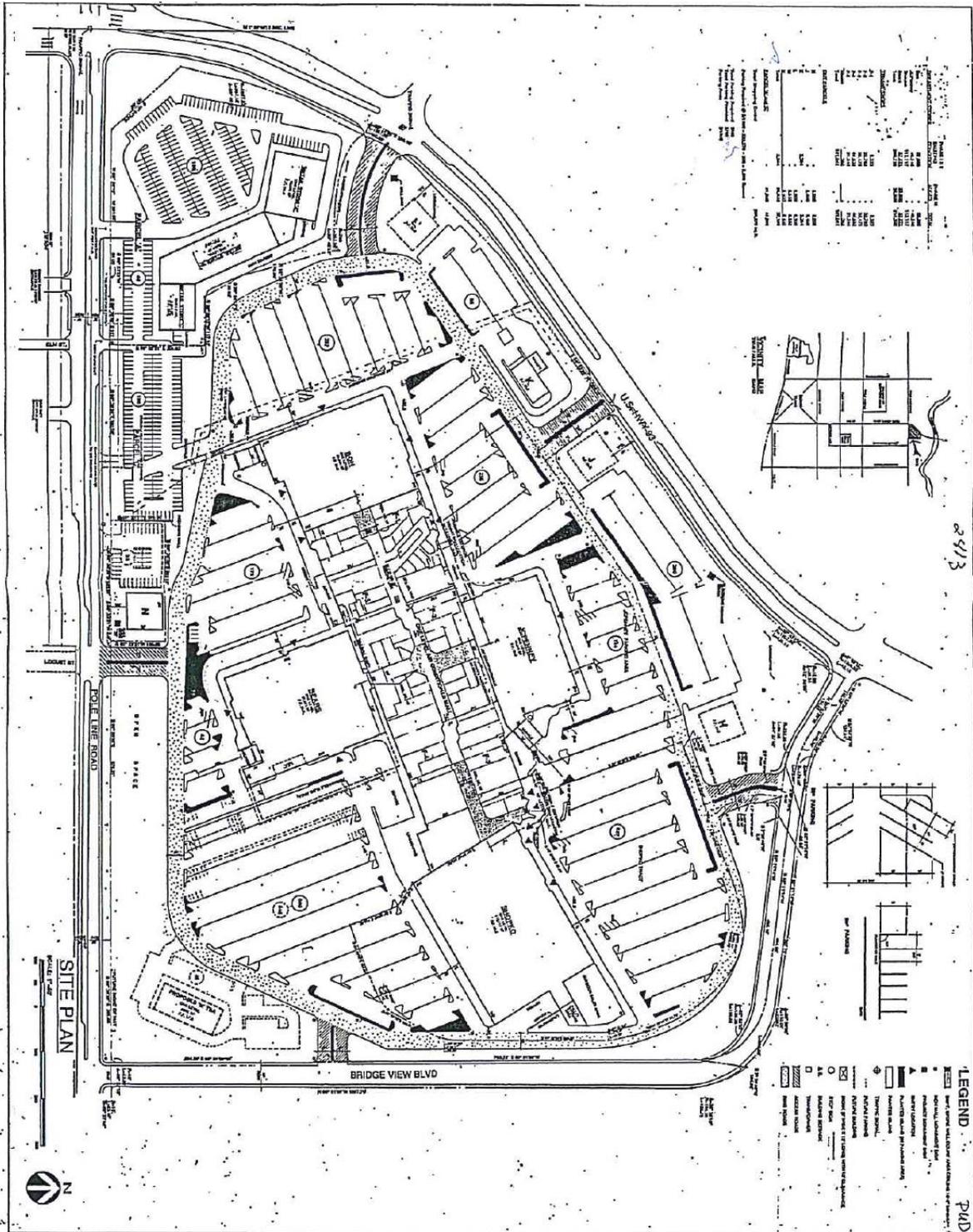
Reference Only



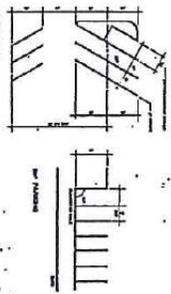
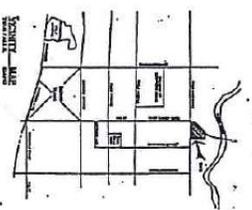
Aerial Image Map

Reference Only





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2913

Sec 34 T9S R1E

SITING PLAN
SCALE: 1" = 40'



SP-1

EXHIBIT 'A'

MAGIC VALLEY MALL
TWIN FALLS, IDAHO

LEGEND

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DATE: 11-1-88
BY: J. L. ...



Preliminary Presentation: **TUESDAY, January 28, 2014**

Public Hearing: **TUESDAY, January 28, 2014**

To: Planning & Zoning Commission

From: Rene'e Carraway, Community Development

AGENDA ITEM III-2

Request: A Preliminary Presentation for the Commission to consider a request for a PUD Agreement Amendment to amend the WS&V PUD Agreement #263 to allow a mixed use development; consisting of professional office and residential uses, on the remaining undeveloped lots within the WS&V First Amended Subdivision-A PUD, consisting of lots 2-5 Block 1 and totaling 16 (+/-) acres, located west of the 1000 block of Fieldstream Way and southwest of Cheney Drive West, extended c/o John O Fitzgerald,II on behalf of WS&V, LLC (app. 2614)

Time Estimate:

The applicant's presentation may take up to ten (10) minutes. Staff presentation will be approximately five (5) minutes.

Background:

Applicant:	Status: Owner/Developer	Size: 16 (+/-) Acres
W S & V, LLC c/o Douglas Vollmer P.O. Box 31 Twin Falls, ID 83303 208-420-5650 doug@areaidaho.com	Current Zoning: R-6 PRO PUD	Requested Zoning: Amendment to WS&V PUD Agreement #263 and Master Development Plan
	Comprehensive Plan: Urban Village/ Urban Infill	Lot Count: 4 Lots
	Existing Land Use: Undeveloped	Proposed Land Use: mixed use; residential, medical, professional uses
Representative:	Zoning Designations & Surrounding Land Use(s)	
John O. Fitzgerald, II <i>Worst, Fitzgerald, and Stover, P.L.L.C.</i> P.O. Box 1428 Twin Falls, ID 83303 jof@magicvalleylaw.com	North: C-1 PUD, agricultural	East: R-2; Fieldstream Way; Fieldstone Subdivision- residential
	South: R-2; Xavier Charter school and LDS Church Building	West: R-1 VAR Aol; Creekside Way (Extended) agricultural
	Applicable Regulations: 10-1-4, 10-1-5, 10-6-1.1 thru 1.4, 10-14-1 thru 7, and the WS&V PUD Agreement #263 and Master Development Plan	

Approval Process:

Petitioners for a new Planned Unit Development zoning designation, or a modification to an existing designation are required to submit a preliminary development plan to the commission for review. This preliminary development plan shall include the following: proposed site plan showing building locations and land use areas; proposed traffic circulation, parking areas, pedestrian walks, and landscaping; existing zoning district boundaries; a survey

of the property including topography, buildings, watercourses, trees over six inches (6") in trunk diameter streets, utility easements, drainage patterns, right of way and land use.

After the Commission hears this preliminary presentation of the preliminary development plan, a public hearing shall be held with the Commission and subsequently the Council for a zoning district and zoning map amendment.

Budget Impact:

Approval of this request will impact the City budget as developed residential uses on the property may be assessed at a higher value than undeveloped residential property.

Regulatory Impact:

The Commission makes no decision at this time. After a public hearing, a recommendation from the Planning and Zoning Commission for the requested change will allow the request to proceed to the City Council for a decision.

History:

On November 6, 2006 the City Council approved annexation of 36.5 (+/-) acres, which includes this property that is being proposed for a zoning amendment. The site was annexed with the R-2 zoning designation.

On July 8, 2008 the Church of Jesus Christ of Latter Day Saints was granted a Special Use Permit to construct a religious facility on a 5 (+/-) acre parcel located at the southeast corner of this property. The church is currently under construction.

The WS&V Conveyance Plat, consisting of 30 (+/-) acres and 2 lots, was approved & later recorded on March 12, 2009. The Xavier Charter School was granted a Special Use Permit on December 16, 2008 to develop a public charter school on the southwest corner of this property. The Xavier Subdivision, consisting of 1 - 8.5(+/-) acre lot, was approved by the City Council and recorded on August 19, 2009. The school has been in operation since 2010.

In September 2010, a Zoning District and Zoning Map amendment took place that rezoned the property from R-2 & R-4 to R-6 PRO PUD. This action created the WS&V PUD Agreement.

In November 2012, an amendment to the previously approved PUD Agreement was applied for. The amendment was eventually split off from the original and applied to a specific piece of the property, effectually being created as its own PUD Agreement for a +/-5 acres portion of the original development.

Analysis:

This is a request for an amendment to the WS&V R-6 PRO P.U.D. - Mixed Use - Residential, Professional/Medical uses Planned Unit Development Agreement and Master Development Plan to allow for the development of an apartment complex on 5(+/-) acres on property located on the west side of the 1300 North Block of Field Stream Way.

City Code requires that the applicant make a preliminary presentation to the Commission and to the public. This presentation allows the Commission and the public to become familiar with the proposed amendment to the project prior to the actual public hearing. The Commission can also give suggestions to the applicants on the project outside of the hearing process. No action is taken at the presentation meeting.

A public hearing regarding this request will be heard at the regularly scheduled Planning and Zoning Commission public meeting Tuesday February 11, 2014. Further analysis will be given at that time.

Conclusion:

Staff makes no recommendation at this time.

Attachments:

1. Letter of Request
2. Zoning Vicinity & Aerial Map
3. Applicant Submitted Development Plan
4. Current WS&V PUD Agreement
5. Proposed Amendment / Changes

**WORST, FITZGERALD &
STOVER, P.L.L.C.**

**RICHARD J. "TUG" WORST
JOHN O. FITZGERALD, II
TIMOTHY J. STOVER
DAVID W. GADD
KARA M. GLECKLER
LOUIS V. SPIKER
KIRK A. MELTON**

Attorneys at Law

November 4, 2013
Hand Delivered

City of Twin Falls
Attn: Jonathon Spendlove
305 3rd Ave. E.
Twin Falls, ID 83301

RE: Request of WS&V, LLC for Amendment to WS&V PUD R-6 PRO PLANNED
UNIT DEVELOPMENT AGREEMENT

Dear Mr. Spendlove:

WS&V, LLC, an Idaho limited liability company ("WS&V"), respectfully comes before you requesting further amendment to WS&V PUD R-6 PRO PLANNED UNIT DEVELOPMENT AGREEMENT (the "PUD Agreement") to correct errors, conflicts and ambiguities in the PUD Agreement, and to amend the development approval process under the PUD Agreement without diminishing the intended governmental oversight and approval of the development of the subject property, to include the opportunity for public comment.

Enclosed is the existing PUD Agreement with the requested amendments identified, by redline revision, at Exhibit "C".

1. Listed under both "Permitted Uses" and "Special Uses" is doctor's office. The first amendment is to delete the doctor's office use from "Special Uses" to correct the error and conflict, and clarify doctor's office is a permitted use. *See* Land Use Regulations, (A) Permitted Uses, section 3.a. and (B) Special Uses, section 4.b.
2. Permitted Uses, section 6.a. is amended to clarify accessory buildings are detached accessory buildings. *Compare* Land Use Regulations, (A) Permitted Uses, section 6.a. and (B) Special Uses, section 7.a. Further, consistent with the R-6 zoning district provisions, Special Uses, section 7.a. is clarified with respect to detached accessory buildings of more than 1,000 square feet.
3. Permitted Uses, section 6.e. is modified to provide "Dwellings – multiple household" to a maximum of eight (8) units from six (6) units; and Special Uses, section 7.f. is modified to provide "Dwelling – multiple household" from more than eight (8) units to a maximum of twelve (12) units.

Main Office: 905 Shoshone Street North, Twin Falls, ID 83301
P.O. Box 1428, Twin Falls, ID 83303-1428
Phone: (208) 736-9900 | Facsimile: (208) 736-9929
www.magicvalleylaw.com

Boise Office: 3858 N. Garden Center Way, Ste. 200, Boise, ID 83703 | (208) 391-4542

These two requested amendments originate from WS&V's original application and the attachments to the PUD Agreement identifying Devon Senior Housing, located at 1338 North College Road East (the corner of North College Road East and Locust Street North) as a conceptual development of a portion of the subject property. Devon Senior Housing is a multiple household complex consisting of twenty-four (24) units per building with detached accessory buildings of more than 1,000 square feet.

4. Section 1 of Property Development Standards is amended to distinguish between uses that are permitted outright under "Permitted Uses" and uses that are allowed by special permit under "Special Uses" to facilitate WS&V's development and marketing of the subject property in a manageable process yet providing governmental oversight, input and approvals, including opportunity for public comment, without having to trudge through the process to amend the PUD Agreement on a project by project or proposal by proposal basis.

Consistent with the existing PUD Agreement, those uses permitted under "Permitted Uses" are permitted outright without further governmental oversight, input or otherwise approval, including without public comment. In contrast, those uses under "Special Uses" are permitted upon the grant of a special use, which invokes governmental oversight, input and approval, including opportunity for public comment. By way of examples:

- If WS&V proposed "dwellings – multiple household" consisting of more than eight (8) units, it is required to seek and obtain a special use permit (the City of Twin Falls' approval with opportunity for public comment) for such development and use of the subject property; and
- If WS&V proposed "dwellings – multiple household" consisting of six (6) units (a permitted use), but desired multiple buildings, such as four buildings of six household units each, on one lot of the subject property, WS&V is required, under Section 1 of Property Development Standards as amended, to seek and obtain a special use permit (the City of Twin Falls' approval with opportunity for public comment) for such development and use of the subject property due to the number of desired buildings on the particular lot of the subject property.

Thus, the requested amendment to Section 1 of Property Development Standards is wholly consistent with the City of Twin Falls desire and intention to allow certain uses outright and other uses only with its oversight and approval, including allowing for public comment on such other uses.

Through counsel, J. Dee May, homeowners within the Fieldstone Subdivision have made objection to WS&V's previously sought amendments (and reconsiderations) to the PUD Agreement. WS&V submits the grant of the foregoing requested amendments to the PUD Agreement are not inconsistent or contrary to the objections previously presented by Mr. May.

Mr. May's clients' objections were couched in the expansion of a prior approval and granting WS&V "carte blanche" ability to develop and market the subject property, under the PUD Agreement, without further governmental oversight, input or otherwise approval, including without public comment. Mr. May wrote in his March 4, 2013 letter to Honorable Mayor Lanting and City Council Members:

We understanding that the goal of every developer is to make a profit; and that this is hard to do in the midst of the national and local economic challenges of the last couple of years. Nevertheless, it is even more important in these unstable times to make sure that over sight of such development projects by our government is not compromised or fast tracked in any way.

J. Dee May March 4, 2013 Letter at pg. 2.

Not contrary to, but consistent with, Mr. May's clients' position, WS&V submits the requested amendments properly and appropriately balance: **(a)** the City of Twin Falls' desire and intent to maintain oversight, input and otherwise approval authority, including public comment on, the development of the subject property; and **(b)** WS&V's ability to develop and market the subject property in a manageable process.

Moreover, the changes proposed by the Amended Planned Unit Development Agreement, in no way impede the PUD's ability to meet the standards set forth in Twin Falls City Code Section 10-6-1.4. Specifically, to the best of our knowledge, information and belief:

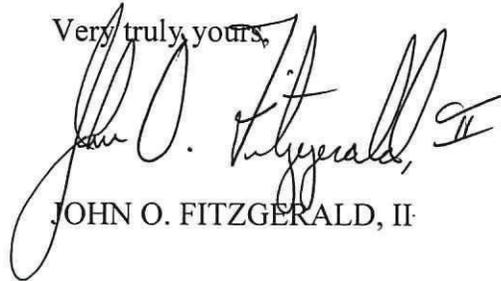
- The present or potential surrounding uses of the area include the following: residential housing (single family, duplex and multi-family), school, church facility, potential office and commercial (based upon existing and proposed uses as outlined in the transitional uses identified in the comprehensive plan). The proposed special use and permitted uses of the WS&V PUD are not detrimental to such uses, nor are they detrimental to the health, safety and general welfare of the public.
- The density of the planned unit development is based on the R-6 PRO designation allowing for multi-plex dwelling units, which density is in substantial conformity with the density of surrounding districts. Specifically the density of the surrounding areas are as follows: to the immediate south, church and school, to the future development to the east the R-4 PRO designation has been granted, and the property to the north has been granted the C-1 designation. The land to the west is currently agricultural in nature.

City of Twin Falls
Attn: Jonathon Spendlove
November 4, 2013
Page 4

- The variations from the basic zoning district requirements are as follows: the allowance of more than one structure on an individual lot. Such variations are warranted by the design and amenities proposed to be incorporated in the final development plan in that any proposed development would be under one ownership and would be only granted through the special use permit, giving opportunity for individual project review and public comment.
- Based upon the general street and utility layout as depicted on the Master Plan, it is our belief that the existing streets and proposed streets and utility services will be suitable and adequate for the proposed development.

Accordingly, WS&V respectfully requests approval of the presented amendments to the PUD Agreement.

Very truly yours,

A handwritten signature in black ink, appearing to read "John O. Fitzgerald, II". The signature is written in a cursive style with a large initial "J" and "F".

JOHN O. FITZGERALD, II

JOFII:kmg/clh
Enclosures
cc: Client

WS&V PUD

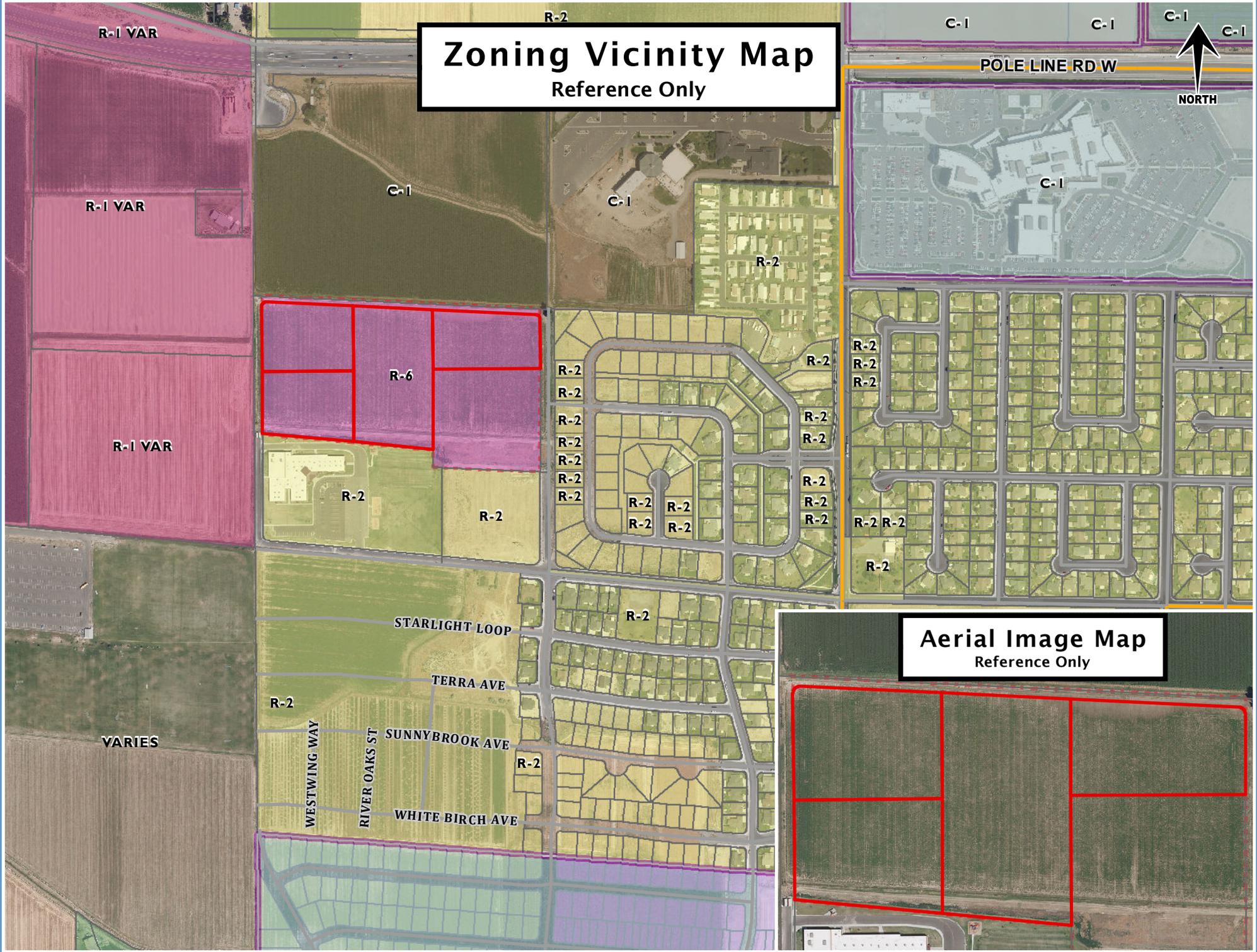
Addendum to R-6 PRO Planned Unit Development Agreement Statement

C.3. DETAILED STATEMENT INFORMATION

- a. The reason for the request is to more clearly define permitted uses and incorporate the ability to allow multiple buildings to be placed on one lot for a residential development as well as associated detached accessory buildings through a special use permit. The request also includes previously approved clarification of residential percentages and building materials.
- b. Proposed changes attached.
- c. This amendment would only change the development by clarifying permitted uses and allowing for a residential multi-family development that can be approved through the special use permit process. It allows the Commission the opportunity to review any multi-family residential development for conformance to the agreement while allowing more than one building to be placed on an individual lot.
- d. The surrounding area should not be changed by this amendment. The normal process would allow for this it would just be more time consuming. The changes proposed do not change the intent of the original PUD it only clarifies some items that weren't originally addressed.

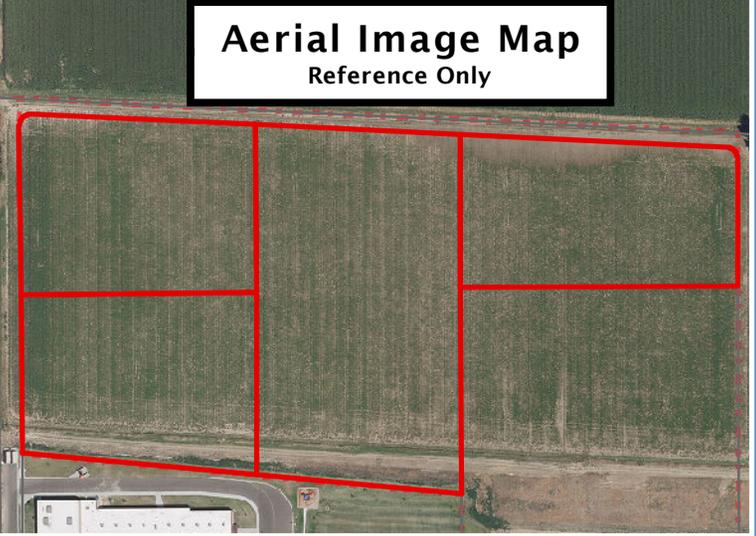
Zoning Vicinity Map

Reference Only



Aerial Image Map

Reference Only



WS&V PUD
R-6 PRO PLANNED UNIT DEVELOPMENT AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 20____, by and between the CITY OF TWIN FALLS, a municipal corporation, State of Idaho (hereinafter called "City"), and WS&V LLC (hereinafter called "Developer"), whose address is PO Box 566, Twin Falls, Idaho 83301-0566.

RECITALS

WHEREAS, Developer is the owner of that certain tract of land in the City of Twin Falls, State of Idaho, more particularly described in Exhibit "A", attached hereto, (the "Property") which Property is north of the northwest corner of the intersection of North College Road and Field Stream Way.

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

WHEREAS, Developer has made request of the City to develop a mixed use medical/professional office and residential (the "Project") on the Property and has submitted to the City a Master Development Plan (Exhibit "B") thereof which has been approved for development as a "R-6 PRO PUD" by the City Council of the City; and

WHEREAS, City, by and through its City Council on September 20, 2010, has agreed to the development of said land within the City of Twin Falls, Idaho, subject to certain terms, conditions and understandings, which terms, conditions and understandings are the subject of this Agreement and are as follows:

1. Subject to site plan amendments as required by Building, Engineering, Fire and Zoning officials to ensure compliance with all applicable City Zone requirements and Standards and approval of a PUD Agreement prior to recordation of a final plat.
2. Subject to arterial and collector streets adjacent and within the property being dedicated to the City of Twin Falls and to be rebuilt or built to current City standards upon development or change of use of the property.
3. Subject to development meeting or exceeding R-6 PRO Code Requirements and Required Improvements (10-11-1 through 9) and/or subject to compliance with attached - Exhibit "C" W, S & V - R-6 PRO PUD, as approved, or whichever is greater.

COVENANTS

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

- I. NATURE OF THE AGREEMENT. This Agreement shall become part of the “R-6 PRO PUD” zone with respect to the Project upon its full execution and recording. Developer and its assigns or successors in interest, as well as City and its assigns or successors (if any), shall be bound by the terms and conditions contained herein.

- II. NATURE OF THE DEVELOPMENT. It is agreed by the parties hereto that certain language and requirements pertaining to the “Project” zone shall be interpreted as follows:
 - A. Uses: as per “Exhibit C”
 1. Except as provided herein, the uses shall be limited to those allowed in the R-6 PRO (PUD) zone (Code Section 10-4-18.2) as amended and attached hereto as “Exhibit C”.

 - B. Lot Area: as per “Exhibit C”
 1. Except as provided herein, the minimum lot area per single household dwelling shall be four thousand (4,000) square feet, six thousand five hundred (6,500) square feet for a duplex and the lot area for multiplex dwelling units will increase over the duplex area by two thousand (2,000) square feet per dwelling unit or one thousand (1,000) square feet per unit above or below the ground level unit and attached hereto as “Exhibit C”.
 2. For medical/professional offices, the lot size shall be of sufficient size to provide for the building, off street parking and landscaping and attached hereto as “Exhibit C”.

 - C. Lot Occupancy: as per “Exhibit C”

No dwelling, including its accessory buildings, shall occupy more than sixty percent (60%) of a lot.

For professional offices, there is no occupancy requirement.

 - D. Building Size: as per “Exhibit C”

The maximum building size is 14,000 S.F. (a larger building may be allowed with an application for special use permit).

E. Building Height: as per “Exhibit C”

No building shall be greater than 35’ above grade, as measured per 10-2-1 of City Code, as amended.

F. Hours of Operation: as per “Exhibit C”

Hours of operation for all professional office buildings shall be 7:00 am to 9:00 pm unless extended hours of operation are permitted with an approved special use permit.

G. Phasing of Development

Developer shall be permitted to develop the property in phases, so long as these phases are in compliance with the Master Development Plan and this PUD Agreement. Approval for each phase may be obtained by submission to the City Engineer of technically correct designs and improvement plans for necessary construction. The designation and location of specific uses on the Master Development Plan are conceptual and changes therefrom shall not provide basis for disapproval of any phase. There shall be no minimum or maximum limit between the occurrence of phases.

III. STREET, SEWER, WATER AND DRAINAGE IMPROVEMENTS.

Developer, or their designee by appropriate agreement, shall be responsible for the design and construction of street, sewer, water and drainage systems on the Property and adjacent right-of-ways (hereinafter “Improvements”) as described herein in accordance with City Standards.

A. Improvement Plans. Developer shall file or cause to be filed with the City a complete set of plans showing all improvements contemplated. The Improvement Plans and all improvements shall thereon meet the approval of the City, which approval shall be given if such plans conform with established City requirements, the Master Development Plan and this PUD Agreement.

B. Improvement Design and Construction. Developer, at its expense, shall cause all improvements shown on the Improvement Plan to be designed, constructed and installed consistent with approved Improvement Plans except as otherwise provided herein. Notwithstanding the foregoing, nothing in this Agreement shall prohibit City, State or Federal participation in the cost or financing of Improvements on the Property if mutually agreed by the parties hereto.

C. Phased Construction. Developer may install the Improvements at one time, or in phases, as the Developer shall determine in its sole discretion. Developer shall provide the City with written notification of the timing and scope of the phase, or phases, of said Improvements it intends to complete at that time. Developer agrees to

make modifications to construct any temporary facilities necessitated by such phased construction work as shall be reasonably required and approved by the City.

- D. Non-Compliance. In the event any of the Improvements are not consistent with the Improvement Plans, the City shall give written notice to Developer of said non-compliance. Developer shall cure said non-compliance within thirty days of its receipt of notice, or in the case of non-compliance that will require in excess of thirty days to cure, Developer shall commence to cure within thirty days of receipt of notice and diligently pursue the same to completion. In the event Developer fails to cure said non-compliance in the manner set forth hereinabove, the City shall have the right to withhold the issuance of any future building permits and certificates of occupancy within only that phase of such "PUD" until such time as requirements specified in this Section 3 have been complied with; PROVIDED, HOWEVER, Developer shall have the right to appear before the City Council at any regular meeting after any building permits and certificates of occupancy shall have been withheld for reasons set forth in this paragraph and shall have the right to be heard as to why such building permits and certificates should be issued. The City Council shall then, in good faith and in an objective manner, decide whether said building permits and certificates of occupancy should be issued, and its decision shall be final, except that the right of the parties are preserved at law and equity.
- E. Fees. Developer shall pay, or cause to be paid, to the City all applicable fees, if any, with regard to the installation of Improvements pursuant to the Improvement Plans. However, City water and sewer connection and service charges shall be paid for by individual developers and users at the rates set by applicable City ordinances and resolutions.
- F. Maintenance of Improvements. City hereby agrees to accept maintenance responsibility for the public improvements upon their completion to City Standards in accordance with current City policy.

IV. PLATS.

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

- V. PARCEL DEVELOPMENT CRITERIA, as per "Exhibit C". The Property or any portion thereof shall be developed in accordance with the criteria set forth in this Section V -- as per "Exhibit C".

- A. Approval and Construction. All improvements shall be constructed in accordance with engineered drawings and specifications, describing in reasonable detail the work to be performed, with drawings and specifications to first be approved by City, which approval shall not be unreasonably withheld.
- B. Landscaping and Planting, as per “Exhibit C”.
- C. Landscaping Plan, as per “Exhibit C”.
- D. Building Standards, as per “Exhibit C”. Buildings and improvements shall comply with the following standards.
 - 1. Architectural Standards. as per “Exhibit C”.
 - 2. Outside Storage / Loading Docks. as per “Exhibit C”.
 - 3. Utilities. All on-site utility service lines located within a parcel shall be placed underground. Any transformer or terminal equipment provided within or immediately adjacent to the parcel shall be visibly screened from the view from streets, with screening material such as landscaping or other approved material.
 - 4. Sign Plan. All signage shall conform to City of Twin Falls Sign Regulations Ordinance, subject to the following:
 - a) Building Signs. as per “Exhibit C”.

VI. STANDARD DEVELOPER’S AGREEMENT. It is understood and agreed by the parties hereto that Developer shall execute the City’s Standard Developer’s Agreement.

VII. GENERAL PROVISIONS.

- A. Cooperation. The parties hereto agree to cooperate each with the other. Developer shall submit to the City all plans, specifications and working drawings required by the City.
- B. Entire Agreement. This Agreement constitutes the entire agreement between the parties concerning the Property and improvements described herein, and no amendment or modification to this Agreement shall be valid or effective unless reduced to writing and signed by the parties.
- C. Applicable Law. This Agreement shall be construed in accordance with the laws of the State of Idaho.
- D. Notices. If notices from one party to the other are desired or required hereunder such notices shall be delivered or mailed to the party to receive such at its address last known to the sender of such notice. Notices shall be deemed received on the date of

hand delivery or upon seventy-two (72) hours following deposit in the United States mail, if properly addressed, stamped and sent with “return receipt requested”.

- E. Successors and Assigns. This Agreement shall be binding upon the successors, assigns and legal representatives of the parties hereto. Transfer of all or a portion of the Property shall create a notation releasing the transferor from obligations under this Agreement with respect to said transferred property.
- F. Severability. In the event any portion of this Agreement is declared by a Court of competent jurisdiction to be invalid, illegal, or unenforceable, such portion shall be deemed from this Agreement, and the remaining portions thereof shall not be affected.
- G. Signatories. Each of the persons executing this Agreement hereby warrants that he or she is duly authorized and empowered to so act on behalf of the entity for which he or she is signing, and that this Agreement is binding on, and enforceable against, such entity.
- H. Effective Date. This Agreement shall become valid and binding upon its approval by the City, through its City Council, and upon its execution by the Mayor and the Developer.
- I. Attorney Fees. In the event that either party should be required to retain an attorney to institute litigation because of the default or breach of the other, or to pursue any remedy provided by law, the party, which prevails, shall be entitled to a reasonable attorney’s fee.
- J. Construction. Should any provision of this Agreement require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party, by reason of the rule of construction that a contract is to be construed more strictly against the person who himself, or through his agents, prepared the same, it being acknowledged that both parties have participated in the preparation hereof.
- K. Attachment. All attachments to this Agreement and recitals are incorporated herein and made a part thereof as if set forth in full.
- L. Captions. The captions, sections and paragraph numbers appearing in this Agreement are inserted only as a matter of convenience and shall in no way affect interpretation of this Agreement.

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

CITY OF TWIN FALLS

ATTEST: _____

BY: _____

Mayor
DEVELOPER
WS&V LLC

ATTEST: _____

BY: _____

ACKNOWLEDGMENTS

STATE OF IDAHO)
)ss.
COUNTY OF TWIN FALLS)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said State and County, personally appeared _____ known to me to be the _____ of Twin Falls, the municipal corporation that executed the within and foregoing instrument, and acknowledged to me that such municipal corporation executed the same.

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

NOTARY PUBLIC FOR IDAHO
Residing At: _____
My Commission Expires: _____

ACKNOWLEDGMENTS

STATE OF IDAHO)
)ss.
COUNTY OF TWIN FALLS)

On this _____ day of _____, 20____, before me personally appeared _____, known and identified to me to be _____ of the corporation that executed the instrument of the persons who executed the instrument on behalf of said corporation, and acknowledge to me that such corporation executed the same.

NOTARY PUBLIC FOR IDAHO
Residing At: _____
My Commission Expires: _____

EXHIBIT A - LEGAL DESCRIPTION

Lots 2, 3, 4, and 5, Block 1, WS&V Subdivision First Amended, Lot 2, Block 1, WS&V Subdivision Conveyance Plat, according to the official plat thereof recorded in the office of the Twin Falls County Recorder in book 2324 of plats on ~~page 4~~ page 13.

EXHIBIT "C"
WS&V
R-6 PRO PUD
September 20, 2010 - CC DECISIONS

LAND USE REGULATIONS: -

- (A) **PERMITTED USES: Buildings, structures or premises shall be used and buildings and structures shall hereunder be erected, altered or enlarged only for the following uses:**

(Hours of operation shall be 7:00 am to 9:00 pm unless extended hours of operation are permitted with an approved special use permit or unless stated elsewhere in this Exhibit)

1. Communications and Utilities:
 - a. Underground and aboveground transmission lines.
 - b. Utility owned buildings and structures less than twenty five (25) square feet in area and less than three feet (3') aboveground.
 2. Governmental Facilities:
 - a. Governmental office buildings
 3. Medical Facilities
 - a. 4-a. Doctor's office
- ~~5.4.~~ Parks:
 - a. Open space.
 - b. Private parks and playgrounds without crowd attracting facilities.
 - c. Public parks and playgrounds without crowd attracting facilities.
- ~~6.5.~~ Public Assembly:
 - a. Religious facilities.
 - b. Schools - private academic.
 - c. Schools - public.
- ~~7.6.~~ Residential (unrestricted hours of operation):
 - a. ~~Detached Aecessory-accessory~~ buildings (less than 1,000 square feet), personal swimming pools and other accessory uses.
 - b. Dwellings - attached single household dwellings on lots fronting on an arterial or collector street.
 - c. Dwellings - detached single household.
 - d. Dwellings - duplex.
 - e. Dwellings - multiple household (max ~~6-8~~ units).
 - f. Dwellings - triplex and four-plex. (Ord. 2526, 5-20-1996)
 - g. Household units in the same building as an allowed use and occupied by owner or an employee of the allowed use.
 - h. Nursing homes and rest homes with a maximum of 16 residents/beds - including staff
- ~~8.7.~~ Services:
 - a. Finance and investment offices.

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- b. Insurance and related business.
- c. Professional services.
- d. Photography studios.
- e. Real estate and related business.

(B) SPECIAL USES: A special use may be granted for a permanent use that is not in conflict with the comprehensive plan and that is not permitted outright because it may conflict with other uses unless special provisions are taken. Special use permits may be granted for the following uses:
(Hours of operation shall be 7:00 am to 9:00 pm unless extended hours of operation are permitted with an approved special use permit)

1. Communications and Utilities:
 - a. Utility owned buildings and structured more than twenty five (25) square feet in area or more than three feet (3') aboveground.
2. Cultural Facilities:
 - a. Botanical gardens and arboretums.
 - b. Historic sites and monuments.
 - c. Libraries, museums and art galleries.
 - d. Planetariums and aquariums.
3. Governmental Facilities:
 - a. Fire stations and police stations.
 - b. Judicial facilities.
4. Medical Facilities:
 - a. Ambulance service.
 - ~~b. Doctor's Offices~~
5. Parks:
 - a. Park concessions.
 - b. Public parks and playgrounds with crowd attracting facilities.
6. Public Assembly:
 - a. Auditoriums.
7. Residential:
 - a. Detached accessory buildings (more than 1,000 square feet) associated to a residential use i.e., carports, garages, clubhouse and other accessory buildings.
 - b. Bed and breakfast facilities.
 - c. Home occupations.
 - d. Nursing home and rest homes with 17 or more residents/beds - including resident staff
 - e. Residence halls-medical related, residence hotels-medical related, rooming houses-medical related
 - e.f. Dwellings – multiple household (more than 8 units to maximum of 12 units).
8. Services:
 - a. Beauty salons/barbershops.
 - b. Commercial daycare facilities and preschools.

- c. Consumer credit collection.
 - d. Employment agency.
 - e. In home daycare services.
9. Sports Facilities:
- a. Outdoor, public and commercial ice and roller skating facilities.
 - b. Outdoor, public and commercial swimming pools.
 - c. Outdoor, public and commercial tennis courts.
10. Transportation:
- a. Bus - pick up shelters.

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

(D) PROPERTY DEVELOPMENT STANDARDS:

1. Use of Lots: Under section (A) PERMITTED USES hereinabove, Each each building, except accessory structuresbuildings, shall be located on a separate lot and each such lot and the buildings or structures thereon shall conform to the minimum dimensional standards contained herein. Under section (B) SPECIAL USES hereinabove, multiple buildings, including accessory buildings, may be located on a lot and each such lot and the buildings or structures thereon shall conform to the minimum dimensional standards contained herein.
 - a. Minimum of 15% and a Maximum of 85% of the project to be residential development.
2. Lot Area:
 - a. The minimum lot area per single household dwelling shall be four thousand (4,000) square feet, six thousand five hundred (6,500) square feet for a duplex and the lot area for multiplex dwelling units will increase over the duplex area by two thousand (2,000) square feet per dwelling unit or one thousand (1,000) square feet per unit or below the ground level unit.
 - b. For professional offices, the lot size shall be of sufficient size to provide for the building, off street parking and landscaping.
3. Lot Occupancy: No dwelling, including its accessory buildings, shall occupy more than sixty percent (60%) of a lot.
 - a. For professional offices, there is no occupancy requirement.
4. Building Height: No building shall be greater than 35' above grade, as measured per 10-2-1 of City Code, as amended.
5. Building Size: The maximum building size is 14,000 sf (a larger building may be permitted with a Special Use Permit.)

6. Yards:

- a. Front Yard: Front yards shall conform to the following standards, or section 10-7-6 of this title, whichever is greater: (Ord. 2741, 11-4-2002)
 - 1) The front building line shall not be closer than twenty feet (20') to the front property line.
 - 2) Where lots have double frontage on two (2) streets, the required front yard of twenty feet (20') shall be provided on both streets.
 - 3) On a corner lot the required front yard of twenty feet (20') shall be provided on both streets.
 - 4) No accessory buildings shall be constructed in the front yard nor closer than twenty feet (20') to the property line on other street frontages.
- b. Side Yard:
 - 1) The side building line shall not be closer than five feet (5') to the side property line.
 - 2) Detached accessory buildings shall not be closer than three feet (3') to the rear property line nor closer than ten feet (10') to a main building except as provided by section 10-7-5 of this title. Architectural projections of detached accessory buildings shall not be closer than two feet (2') to the side property line except as provided in section 10-7-5 of this title.
 - 3) Architectural projections of main buildings and attached accessory buildings shall not be closer than two and one-half feet (2 ½') to the side property line.
- c. Rear Yard:
 - 1) The rear building line shall not be closer than fifteen feet (15') to the rear property line for residential uses and fifteen feet (15') for other uses.
 - 2) Detached accessory building shall not be closer than three feet (3') to the rear property line nor closer than ten feet (10') to a main building except as provided by section 10-7-5 of this title. Architectural projections of detached accessory buildings shall not be closer than two feet (2') to the rear property line except as provided in section 10-7-5 of this title.
 - 3) On a corner lot, the rear yard setback may be reduced to the side yard setback.
 - 4) For professional offices, the rear yard may be reduced to the side yard setback of the basic district.

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

8. Landscaping Plan (PUD): All landscaped shall comply with the provisions of section 10-11-2 of this title.
 - a. Professional Uses: Professional offices shall provide landscaping equal to twenty-five percent (25%) of the total lot area.
 - b. Residential Uses: Residential development, excluding single family and/or duplex dwellings, shall provide landscaping equal to ten percent (10%) of the total lot area.
 - c. Landscaping shall be required to be installed on each parcel/lot of the Property at the same site and building improvements are completed thereon, or by the next planting season subject to a Temporary Certificate of Occupancy. Landscaped perimeters shall be installed from the back of the curb in the public right-of-way and shall be extended to the dimensions set forth below.
 - d. A minimum 20 foot wide landscape buffer, including sidewalk, measured from back of the curb will be constructed along Field Stream Way and Creekside Way.
 - (1) Fifty percent (50%) of the lineal footage of landscaping shall have berms with a ridge elevation of at least eighteen inches (18") in height and with at least fifty percent (50%) of the berms to have a minimum ridge elevation of thirty percent (30%) in height. Trees and shrubs will be provided in ratios meeting the City Code 10-11-2. Trees and shrubs may be grouped, but there shall be no space greater than seventy-five feet (75') between tree and shrub groupings.
 - e. A minimum 20 foot wide landscape buffer, measured from the property line, will be constructed along the north and south boundaries of the PUD project boundary. The landscaping shall include berms with a minimum height of 18 inches to a maximum height of 30 inches.
 - f. The use of planters and landscaped islands within parking lots will be used to reduce visual impact of large paved areas and these shall be planted with shade trees and shrubbery. The area adjacent to residential areas shall be landscaped with coniferous and deciduous trees and/or solid fencing with shrubs, berms, solid wall and/or planter boxes to create a defense buffer in a relatively short period of time.
 - g. All landscaping shall be installed in conformance with the project Master Development Plan. All landscaping maintenance will be in a uniform manner.
 - h. The property landscaping will utilize a city pressure irrigation system constructed in compliance with applicable standards.
9. Off Street Parking:
 - a. Each use shall provide parking in compliance with city code.

10. Signs:
 - a. All uses shall comply with the provisions of chapter 9 of this title.
 - b. Multiple-occupancy buildings shall have a sign plan approved by the administrator.

11. Walls, Fences, Hedges, Trees, Shrubs And Landscaping Structures: Walls, fences, hedges, trees, shrubs and landscaping structures shall be permitted on the property line or within the required side or rear yard and shall be permitted in the front yard with the following restriction: no wall, fence, hedge, trees, shrubs or landscaping structures shall be placed within public rights of way without first obtaining approval from the city. Notwithstanding the foregoing, all walls, fences, hedges, trees, shrubs and landscaping structures shall comply with the provisions of section 9-9-16 of the code. (Ord. 2550, 6-2-1997)
 - a. Professional offices shall provide a fence not less than six feet (6') in height that will act as a sight and sound barrier between the professional office use and any contiguous residential lot or use.

12. Building Standards:
 - a. Buildings: New buildings are to be designed in such a way as to conform with the general residential nature of the neighborhood. All buildings shall be of residential character with exteriors of architectural masonry, stone, stucco, ~~or architectural steel siding, wood, or cementitious materials (e.g. Hardie board)~~. Building faces shall include windows, setbacks, awnings, parapet variations, material variations, color variations and other architectural treatments to break up large uniform surfaces.
 - b. Buildings shall have pitched roofs with a gable or hip roof with a minimum 5/12 pitch and twelve inch (12") eave. Roofing material shall consist of architectural asphalt shingles, architectural metal or tile.
 - c. Building faces shall be broken up with windows, recesses, awnings or other architectural features that break up large flat surfaces.
 - d. Buildings shall have exteriors of architectural masonry, stone, stucco, ~~or architectural steel siding, wood, or cementitious materials (e.g. Hardie board)~~.
 - e. All building public access will be oriented toward the project interior.
 - f. Lighting: Building and parking area lighting shall be enclosed in fixtures or soffits that direct lighting to the ground surface in a manner that the light source cannot be seen from adjacent properties.
 - g. Outside Storage/Trash Containers/Loading Docks/Emergency Facilities: Outside storage and/or display is prohibited. Loading docks, trash containers and emergency facilities shall be visibly screened from roadways, residential areas and adjacent properties with screening materials. Screening may consist of landscaping - as per D8, masonry walls, buildings or fencing (vinyl, block, wood).

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