



NOTICE OF AGENDA
PUBLIC MEETING/WORK SESSION
Twin Falls City Planning & Zoning Commission
Wednesday, January 6, 2016 12:00PM
Council Chambers
305 3rd Avenue East Twin Falls, ID 83301

PLANNING & ZONING COMMISSION MEMBERS

CITY LIMITS:

Vacancy Jason Derricott Tom Frank Kevin Grey Gerardo "Tato" Muñoz Christopher Reid Jolinda Tatum
Chairman Vice-Chairman

AREA OF IMPACT:

Ryan Higley Steve Woods

CITY COUNCIL LIAISON:

I. CALL MEETING TO ORDER:

1. Confirmation of quorum
2. Introduction of staff

II. ITEMS OF CONSIDERATION:

1. A **Preliminary Presentation** for a request to amend the Quail Ridge Estates Planned Unit Development Agreement #249 located on the west side of 3400 East Road & South of the Snake River Canyon within the City's Area of Impact c/o Jeff Rolig on behalf of Cornerstone Industries, LLC (app. 2761)

III. DISCUSSION ITEMS FROM THE COMMUNITY DEVELOPMENT STAFF AND/OR THE PLANNING & ZONING COMMISSION:

3. Review proposed code amendment items.
4. Upcoming P&Z Agenda.
5. General Commission training.

II. GENERAL PUBLIC INPUT:

III. UPCOMING PUBLIC MEETINGS (held at the City Council Chambers unless otherwise posted):

1. Public Hearing – Tuesday, **January 12, 2016**

IV. ADJOURN MEETING:

Si desea esta información en español, llame Leila Sanches 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: **WEDNESDAY, JANUARY 6, 2016**

Public Hearing: **Tuesday, January 12, 2016**

To: **Planning & Zoning Commission**

From: **Rene'e V. Carraway-Johnson, Community Development Department**

AGENDA ITEM II-1

Request: A **Preliminary Presentation** for a request to amend the Quail Ridge Estates Planned Unit Development Agreement #249 located on the west side of 3400 East Road & South of the Snake River Canyon within the City's Area of Impact c/o Jeff Rolig on behalf of Cornerstone Industries, LLC (app. 2761)

Time Estimate:

The applicant's presentation may take up to ten (10) minutes. Staff does not give a presentation at this time. There will likely be additional time for questions from the Planning and Zoning Commission.

Background:

Applicant: Cornerstone Industries, LLC Mitchell Soule 16434 246 th Ave NE Woodinville, WA 98077 425-893-4300 ext 101 Contact: Jeffrey E. Rolig Jeffrey E. Rolig, P.C. P.O. Box 5455 Twin Falls, ID 83303 Tele. 208-733-0075 Fax 208-733-0717	Status: Owner/Developer	Size: 70 +/- acres
	Zoning: SUI CRO PUD in Area of Impact	Requested Zoning: Amendment to the Quail Ridge Estates PUD Agreement #249
	Comprehensive Plan: Rural Residential	Lot Count: platted 41 s/f lots
	Existing Land Use: Developing residential subdivision/natural open space, vacant land	Proposed Land Use: Single Family Residential
	Applicable Regulations: 10-1-4, 10-1-5, 10-4-2, 10-4-19, 10-6, 10-8-4	
Zoning Designation & Surrounding Land Uses:	North: OS CRO Aol; Open space, Snake River Canyon	East: Twin Falls County, Hidden Lakes Subdivision & Blue Mountain Ridge Estates Subdivision (Twin Falls County)
	South: SUI Aol; unplatted	West: SUI & CRO Aol; unplatted

Approval Process:

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

1. **Preliminary Development Plan.** The petitioner for a planned unit development sub-district may, after pre-application conferences with the planning staff, submit a preliminary development plan to the Commission for review, which development plan shall include the following: a. The proposed site plan, showing building locations and land use areas; b. Proposed traffic circulation, parking areas, pedestrian walks and landscaping; c. Proposed construction sequence for buildings, streets, spaces and landscaped areas; d. Existing zoning district boundaries; e. 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; f. Other requirements that the Planning Department, Planning Commission, or legislative body may request.

2. After Commission review, a public hearing shall be held before the Commission and Council for a zoning district and zoning map amendment. (Ord. 2124, 10-15-1984)

As per Twin Falls City Code 10-8-4(D); ".....All applications for final plats of subdivisions, for vacations and for the **rezoning** of property within the area of city impact shall be submitted to the city council for their recommendation, prior to submission to the board of county commissioners. This site is located within the Area of Impact therefore, upon a recommendation by the Twin Falls City Council the Board of County Commissioners is presented with the proposed amended PUD Agreement. The Board of County Commissioners may approve the amendment, as recommended by the City Council, deny the amendment or remand back to the City for further proceedings.

Budget Impact:

Approval of this request will have negligible impact 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 their recommendation to the Board of County Commissioners.

History:

In spring of 2006 a Preliminary Plat for Quail Ridge Estates Subdivision was submitted. On May 15, 2006, a Parks In-Lieu request for the residential subdivision was approved by the City Council that included some Canyon Rim trails and amenities being accepted in-lieu of parks land.

As the subdivision included land within the Canyon Rim Overlay zoning district it was required to be rezoned under a planned unit development. A PUD presentation was made to the Planning and Zoning Commission and a recommendation of an SUI CRO PUD zoning with additional development recommendations was made to the City Council on November 28, 2006. The City Council heard the request on January 8, 2007, who recommended the zoning and conditions to the Board of County Commissioners, as presented and subject to conditions.

The County approved the request for a rezone of the property from SUI CRO to SUI CRO PUD on February 21, 2007, subject to the following conditions:

1. Subject to conditions attached to the approval of the In-Lieu Contribution for Park Land associated with Quail Ridge Estates on May 15, 2006 by the City Council, to include: **payment received 03-26-08**
2. Development of the canyon rim trail along the north face of the developer's property, which includes the developer building the path with stairs from the rim to Hidden Lakes. **Land Swap Agreement, approved/recorded 04-05-2010**
3. The developer to provide parking along or near 3400 East for trail access and a path to the Hidden Lakes stairway. **Twin Falls Highway District Bond and site plan, 09-04-2015**
4. Subject to site plan amendments as required by building, engineering, fire, and zoning officials to ensure compliance with all applicable City Code requirements and Standards.

On March 27, 2007, a new preliminary plat was submitted with the property under the new zoning designation and Planned Unit Development Agreement. On July 24, 2007 the Planning and Zoning Commission approved the preliminary plat as presented subject to three (3) conditions. The Council recommended approval, as presented, on January 14, 2008 and the County approved the final plat, as presented and subject to the three conditions.

To better serve the community the developer and the city agreed to a land swap which provides a better canyon rim trail connection than the previously approved plan. On April 4, 2010 the Land Swap Agreement was recorded subject to conditions.

Analysis:

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 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, January 12, 2016. Further staff analysis will be given at that time.

Conclusion:

Staff makes no recommendation at this time.

Attachments:

1. Applicants Request
2. Aerial Map / Zoning of the Project Area
3. Approved Quail Ridge Estates Final Plat
4. Proposed Quail Ridge Estates Amended final plat
5. Land Trade Agreement, C-4115
6. ~~Proposed PUD Amendment~~ *Original PUD Agreement*
7. ~~Site Photos~~

JEFFREY E. ROLIG, P.C.

Attorney at Law

195 River Vista Place, Ste 306
P.O. Box 5455
Twin Falls, ID 83303-5455

Telephone: 208-733-0075
Facsimile: 208-733-0717
E-Mail: jrolig@roliglaw.com

December 7, 2015

City of Twin Falls
Community Development Services
P.O. Box 1907
324 Hansen Street E.
Twin Falls, ID 83303

RECEIVED

NOV 07 2015

CITY OF TWIN FALLS
PLANNING & ZONING

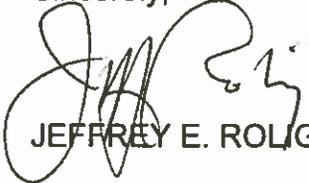
Re. Quail Ridge Subdivision Amended PUD Agreement

Dear City Officials:

Enclosed please find the application of Cornerstone Industries, LLC for a proposed PUD/ZDA Amendment of the Quail Ridge Subdivision P.U.D. Agreement dated March 21, 2008. The application is submitted as one of the last steps to complete the 2010 Land Trade Agreement between the City and Cornerstone Industries, LLC. The application includes supporting information and documentation.

Please provide me directly with information needed to give notice to surrounding property owners of this application. Please contact me with any questions or concerns. Thank you.

Sincerely,



JEFFREY E. ROLIG

JER/sdm

Enclosures

APPLICATION FOR REVISION AND SATISFACTION OF
PARK IN-LIEU CONTRIBUTION

City of Twin Falls
Parks and Recreation Dept.
136 Maxwell Ave.
Twin Falls, ID 83303
Submitted December 9, 2015

RECEIVED

DEC 14 2015

CITY OF TWIN FALLS
PLANNING & ZONING

Cornerstone Industries, LLC hereby applies for approval of a revision/amendment to that certain In-Lieu Contribution approved by the City of Twin Falls City Council on May 15, 2006, relating to Quail Ridge Estates Subdivision. It is suggested that this application be considered and approved together with the City's review and approval of Cornerstone's application for an amendment to the PUD Agreement for Quail Ridge Subdivision.

Minutes of the City Council meeting approving the In-Lieu Contribution are attached to this application. The proposed revisions conform to the much-discussed Land Trade Agreement between the City of Twin Falls ("the City") and Cornerstone Industries, LLC ("Developer").

Currently, it is not known whether there is an actual written agreement for the In-Lieu Contribution. However, the original, approved In-Lieu Contribution agreement contained the following, as reflected in the City Council minutes:

- Developer to place canyon rim trail on City property across the north face of developer's property.
- Build path with stairway from the canyon rim to the Hidden Lakes parcel owned by the City.
- Provide parking along or near 3400 East for trail access and a path to the Hidden Lakes.
- Parking lot to have 8 to 9 spaces.
- Vacation of TF Highway District right of way property, for the parking area.
- Subdivision entrance is gated; parking lot will not be gated.
- Pedestrian gate at subdivision entrance with emergency exit.
- Construct overlook on City property.

In 2010, the City and Cornerstone entered into their Land Trade Agreement, providing for a swap of land along the canyon rim adjacent to the North boundary of Quail Ridge Estates Subdivision. The Land Trade Agreement effectively amends the In-Lieu Contribution agreement in several respects:

- Cornerstone was released from responsibility to: 1--build the canyon rim trail on City owned property North of the land Cornerstone was to receive; 2--build a stairway down to Hidden Lakes; and 3--build a canyon overlook on City-owned property.
- The Land Trade Agreement acknowledged that Cornerstone had paid the sum of \$32,290.00 to construct part of the public walking trail between

Lots 6 and 7, Block 1 of Quail Ridge Subdivision. The payment was agreed to be Cornerstone's total contribution to the walking trail.

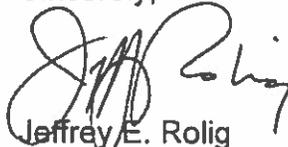
--The Highway District would not vacate its right of way south of Quail Ridge Drive; however, the Highway District requested that the parking area be located partly in its right of way, off of the paved road. (This arrangement facilitates snow plowing.) Therefore, the required parking area as engineered is partly in the Highway Right of Way and partly in the Common Area on the East side of Quail Ridge Subdivision.

--The parking lot is not gated. There is an existing, ungated pathway running along the East boundary of the Subdivision, and then a 15' easement between Lots 3 and 4 (now 51 and 52 in the Amended Plat) that provides access to the roadway, which leads to the walking trail that leads to the canyon rim and into the canyon. There is no "pedestrian gate," and no need for an emergency exit as originally contemplated.

--Originally the parking area was going to be diagonal parking; but the Highway District did not want vehicles backing into the roadway due to safety concerns. The engineered parking calls for 5 parallel parking spaces with one-way access, which is deemed to be safer, and adequate for the needs of walkers.

The developer, Cornerstone Industries, LLC, requests that the City of Twin Falls approve a revision of the 2006 In-Lieu Agreement for Quail Ridge Subdivision, to incorporate the provisions of the Land Trade Agreement and subsequent improvements as reflected above.

Sincerely,



Jeffrey E. Rolig
JEFFREY E. ROLIG, P.C.
P.O. Box 5455
Twin Falls, ID 83303
Tele. 208-733-0075
Fax 208-733-0717
jrolig@roliglaw.com

COUNCIL MEMBERS:

SHAWN	LANCE	TRIP	GLENDA	DON	DAVID E.	GREG
BARIGAR	CLOW	CRAIG	DWIGHT	HALL	JOHNSON	LANTING
	<i>Mayor</i>		<i>Vice Mayor</i>			

MINUTES

FOR THE MEETING OF THE TWIN FALLS CITY COUNCIL, MONDAY, MAY 15, 2006

PLEDGE OF ALLEGIANCE TO THE FLAG

5:00 P.M.

I. CONSENT CALENDAR:

1. Approve accounts payable. May 9 - May 15, 2006
2. Curb-Gutter and Sidewalk Improvement Deferral Agreement
 - a) Cory A. and Kevin Young, 356 Robbins Avenue.
3. Approve minutes of May 8, 2006.

II. ITEMS FOR CONSIDERATION:

1. Presentation by **Nancy Chocker**, Moss Nurseries, of a Landscape Award to The Renaissance Office Complex.
2. Presentation by **Alex Castaneda**, President of the Hispanic Heritage Fiesta Committee, on the Hispanic Heritage Fiesta.
3. Consideration of an In Lieu Contribution to satisfy the provisions of City Code Section 10-12-3-11 for Quail Ridge Estates. **Mitch Humble**
4. Consideration of Ordinance 2861 for Joe Russell. **Mitch Humble**
5. Consideration of Ordinance 2862 for V, S, & N, LLC. **Mitch Humble**
6. Consideration of the final plat of Sto-N-Go Park Subdivision, 3.6 acres (+/-) located on the east side of 1800 block of Washington Street North. **Marty Gergen**
7. Public input and/or items from the City Manager and City Council.

III. ADVISORY BOARD REPORTS/ANNOUNCEMENTS:

IV. PUBLIC HEARINGS: 6:00 P.M. None

V. ADJOURNMENT:

PRESENT: Mayor Lance Clow, Vice Mayor Glenda Dwight, Councilpersons Trip Craig, David Johnson and Don Hall, City Manager Tom Courtney, City Engineer Jackie Fields, Community Development Director Mitch Humble, Parks and Recreation Director Dennis Bowyer, Deputy City Clerk Leila Sánchez.

Mayor Clow called the meeting to order at 5:00 p.m. and invited all present, who wished to, to recite the Pledge of Allegiance to the flag with him.

I. CONSENT CALENDAR:

1. Approve accounts payable. May 9- May 15, 2006 \$297,991.02
2. Curb-Gutter and Sidewalk Improvement Deferral Agreement
a) Cory A. and Kevin Young, 356 Robbins Avenue.
3. Approve minutes of May 8, 2006.

Councilperson Johnson made a motion to approve the Consent Calendar. The motion was seconded by Vice Mayor Dwight and roll call vote showed all members voted in favor of the request.

Mayor Dwight and roll call vote

II. ITEMS FOR CONSIDERATION:

1. Presentation by Nancy Choker, Moss Nurseries, of a Landscape Award to The Renaissance Office Complex.

Nancy Choker, Moss Nurseries, presented a Landscape Award to Joe Russell, owner of The Renaissance Office Complex.

2. Presentation by Alex Castaneda, President of the Hispanic Heritage Fiesta Committee, on the Hispanic Heritage Fiesta.

Alex Castaneda explained the request. The Hispanic Heritage Fiesta will be held on August 12 and 13, 2006, in the Twin Falls City Park starting at 12:00 p.m. Following are events that will be held at the park: Children's pageant, talent contest, live bands, and a car show.

In past years a street dance has been held on Hansen Street East in front of the Twin Falls Library. This would involve road closures at 4th Avenue East to 6th Ave. East from 9:00 a.m. to 11:00 p.m. Due to safety reasons, in lieu of the street dance being held at this location, the request to the Council is to allow the street dance to be held at the Band shell and to extend the hours the music can be played in the park to 11:00 p.m.

Discussion followed:

- Band shell acoustics
- Bands using other amplification.
- Possibly allowing street dance at park as a one time permit.
- Beer garden.

Parks and Recreation Director Bowyer stated that he has spoken to Sue Spain, City representative. Trash pickup, vendors, and use of the City Park were items discussed. The City regulations for use of the band shell are as follows: Music to be played Monday through Friday, 11:00 a.m. to 9:30 p.m., Saturday 8:00 a.m. to 9:00 p.m., and Sunday 12:00 p.m. to 5:00 p.m.

City Manager Courtney stated that few complaints are received relative to the street dance and hours are limited. The carnival received several complaints. The request being presented to City Council is to allow a street dance at the bandshell.

Councilperson Johnson made a motion to approve the request as presented in addition to: 1 One time permit. The motion was seconded by Vice Mayor Dwight and roll call vote showed all members present voted in favor of the motion.

3. Consideration of an In Lieu Contribution to satisfy the provisions of City Code Section 10-12-3-11 for Quail Ridge Estates.

Community Development Director Humble reviewed the request using overhead projections. He stated that Quail Ridge Estates is a 70.67 acre parcel that is planned for a 41 lot subdivision. The parcel is located at 3400 East 4000 North and is zoned SUI.

The City owns canyon rim property across the northern face of this parcel. The developer has agreed to place the canyon rim trail on City property across the north face of his property, and volunteered to build the path, possibly with stairs, from the rim to the Hidden Lakes parcel owned by the City of Twin Falls. The developer will also provide parking along or near 3400 East for trail access and a path to the Hidden Lakes.

The Council can accept trail system improvements including parking area, access path, canyon rim trail and path to Hidden Lakes as a park land contribution, not to exceed 50% of the total requirements.

Discussion followed:

- The parking lot will have 8 to 9 spaces.
- Trail connection.
- Vacation of Twin Falls Highway District property.
- Roads in the subdivision are private routes and the entrance would be gated.
- Parking lot would not be gated.
- Stairway.
- Overlook.

Mayor Clow stated that the in lieu would be acceptable but he had concerns about providing access to unsupervised routes.

Parks and Recreation Director Bowyer stated that the trail would provide the general public with access in and out of the trail, decreasing unsupervised activity.

Jason Perron, applicant, stated that an electronic fence would allow the public to exit the park after hours and would restrict access after hours.

Vice Mayor Dwight made a motion to approve the request as presented.

Discussion followed:

- Condition of including stairs or overlook.

Vice Mayor Dwight withdrew her motion.

Councilperson Craig made a motion to approve the request as presented with the additional conditions:

1. Stairway to the Hidden Lakes,
2. Pedestrian gate at subdivision entrance with an emergency exit,
3. Overlook on City property.

The motion was seconded by Councilperson Hall and roll call vote showed Councilpersons Craig, Dwight, Hall, and Johnson voted in favor of the motion. Mayor Clow voted against the motion.

The motion passed.

4. Consideration of Ordinance 2861 for Joe Russell.

Community Development Director Humble reviewed the request. On May 8, 2006, the City Council voted to approve the request of Joe Russell for the annexation of 80 acres (+/-) with an R-2 zoning designation, currently zoned R-2, for property located at the northeast corner of Grandview Drive North and Falls Avenue West.

Councilperson Craig made the motion to suspend the rules and place Ordinance #2861 entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TWIN FALLS, IDAHO, ANNEXING CERTAIN REAL PROPERTY BELOW DESCRIBED, PROVIDING THE ZONING CLASSIFICATION THEREFOR, AND ORDERING THE NECESSARY AREA OF IMPACT AND ZONING DISTRICTS MAP AMENDMENT.

on third and final reading by title only. The motion was seconded by Councilperson Dwight and roll call vote showed all members present voted in favor of the motion.

Deputy City Clerk Sanchez read the ordinance title.

Councilperson Craig made the motion to pass Ordinance #2861. The motion was seconded by Councilperson Hall and roll call vote showed all members present in favor of the motion.

5. Consideration of Ordinance 2862 for V, S, & N, LLC.

Community Development Director Humble reviewed the request. On May 8, 2006, the City Council voted to approve the request of V, S, & N, LLC, Developers, for the annexation of 70 acres (+/-) with an R-4 zoning designation, currently zoned R-4, for property located at the southwest corner of Pheasant Road and Harrison Street South.

Councilperson Johnson made the motion to suspend the rules and place Ordinance # 2862 entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TWIN FALLS, IDAHO, ANNEXING CERTAIN REAL PROPERTY BELOW DESCRIBED, PROVIDING THE ZONING CLASSIFICATION THEREFOR, AND ORDERING THE NECESSARY AREA OF IMPACT AND ZONING DISTRICTS MAP AMENDMENT.

on third and final reading by title only. The motion was seconded by Councilperson Craig and roll call vote showed all members present voted in favor of the motion.

Deputy City Clerk Sanchez read the ordinance title.

Councilperson Johnson made the motion to pass Ordinance #2862. The motion was seconded by Councilperson Hall and roll call vote showed all members present in favor of the motion.

6. Consideration of the final plat of Sto-N-Go Park Subdivision, 3.6 acres (+/-) located on the east side of the 1800 block of Washington Street North.

Marty Gergen, Riedesel and Associates, representing the applicant, explained the request. He stated that the request is for one lot and to develop a storage unit subdivision. Issues involving the plat were reviewed and discussed with Assistant City Engineer Rod Mathis prior to the meeting and have been addressed.

Community Development Director Humble reviewed the request using overhead projections. The preliminary plat was approved on May 9, 2006, with the following conditions:

1. Subject to plat amendments as necessary due to final technical approval by the City of Twin Falls Engineering Department including, but not limited to, the concerns detailed in the attached e-mail from Rod Mathis.
2. Subject to full compliance with the PUD agreement

Councilperson Johnson made a motion to approve the final plat as presented with staff recommendations. The motion was seconded by Councilperson Craig and roll call vote showed all members present voted in favor of the motion.

7. Public input and/or items from the City Manager and City Council. None.

III. ADVISORY BOARD REPORTS/ANNOUNCEMENTS:

V. PUBLIC HEARINGS: 6:00 P.M. None

VI. ADJOURNMENT: The meeting adjourned at 6:08 p.m.

Leila A. Sanchez
Deputy City Clerk

ADDITIONAL PROPOSED QUAIL RIDGE P.U.D. AMENDMENT LANGUAGE:

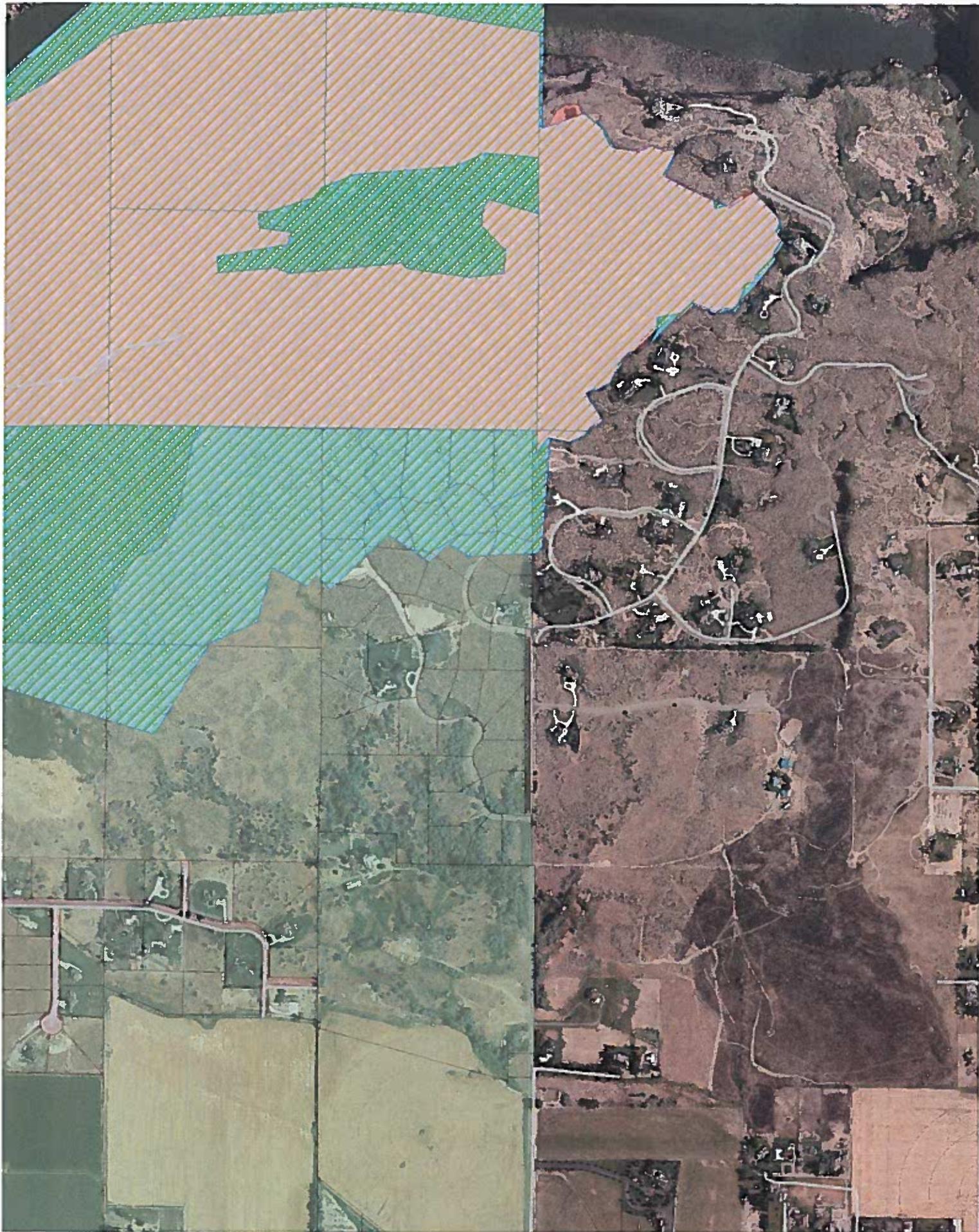
In addition to what has been submitted previously, it is proposed to add the following language to Section 2. B. of the PUD Agreement:

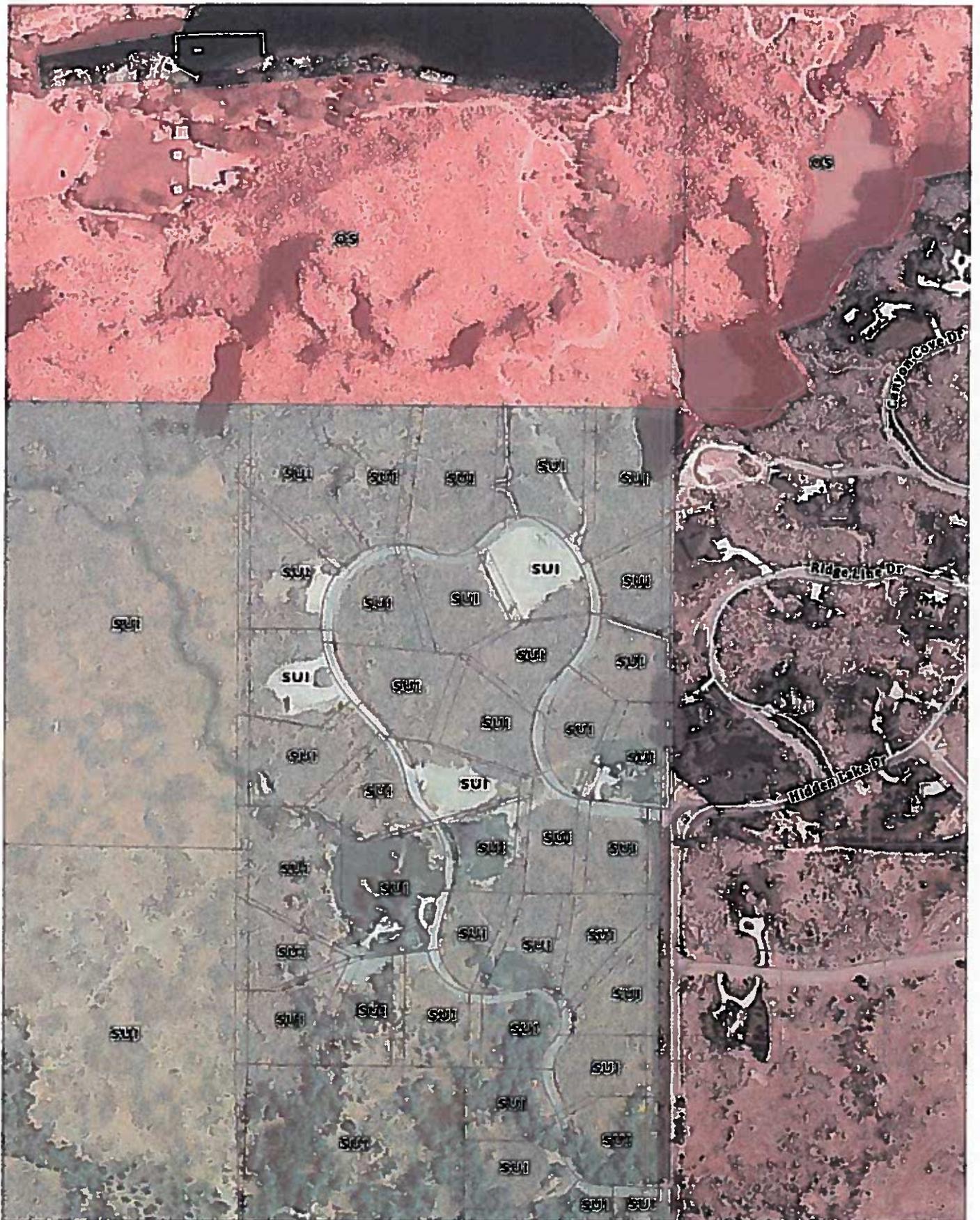
Current language:

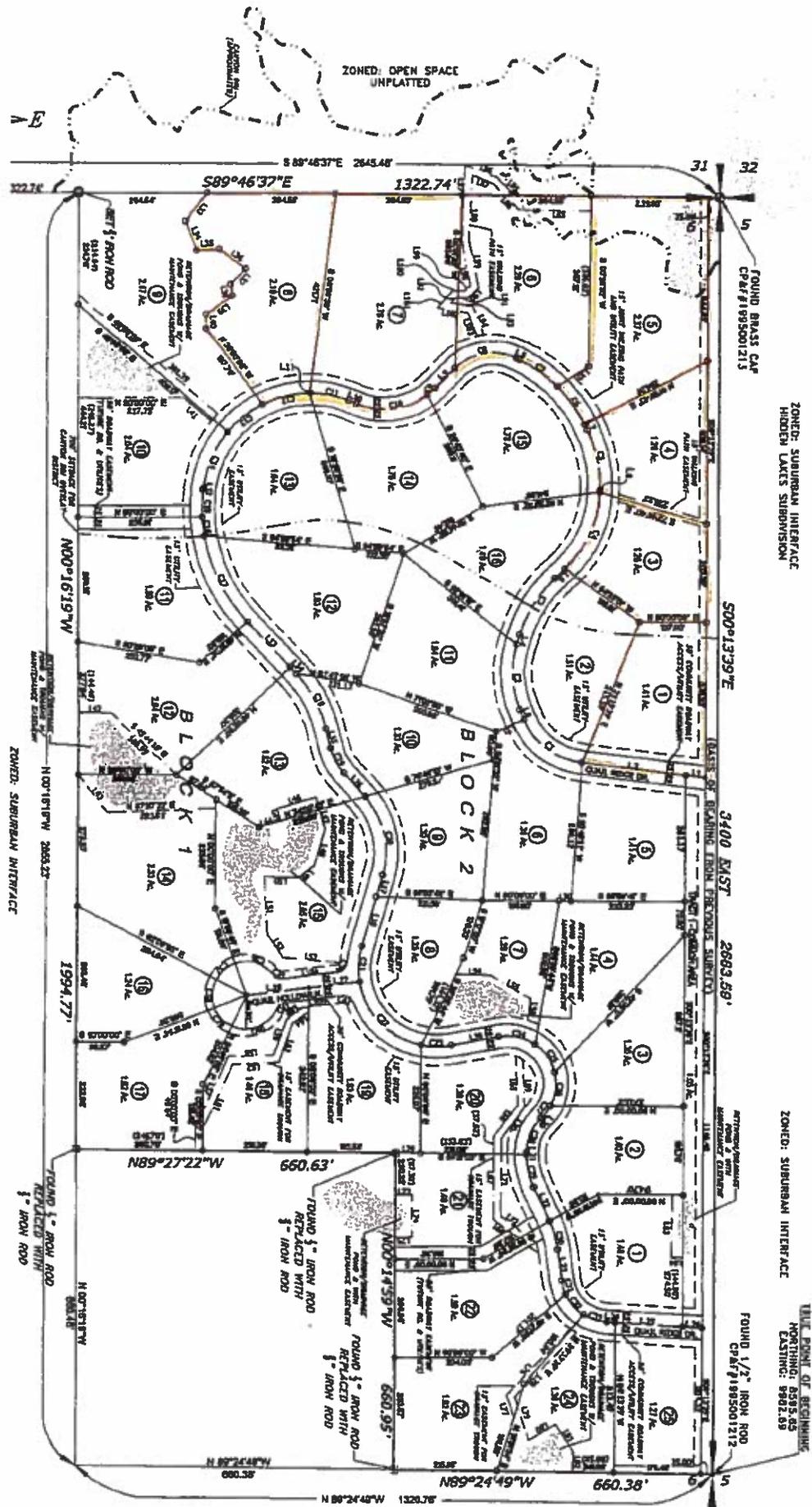
- B. Uses. The use language of the underlying "SUI, CRO PUD" Zone, including any subsequent amendments thereto, shall apply with regard to permitted uses, special uses, and prohibited uses on the Property or any portion thereof.

Proposed additional language:

"a. An Accessory Dwelling Unit ("ADU") shall be allowed in conjunction with the primary residence on any Lot that is at least one acre or more in size. An ADU shall be no more than 1,500 square feet in size and may include one bedroom, a bathroom, kitchen, living area and storage/closet space. An ADU may be used for purposes of housing a caretaker, temporary guests, or the Lot owner's extended family members; and shall not be used for commercial or income producing purposes."







ZONED: SUBURBAN INTERFACE
HIDDEN LAKES SUBDIVISION

ZONED: SUBURBAN INTERFACE

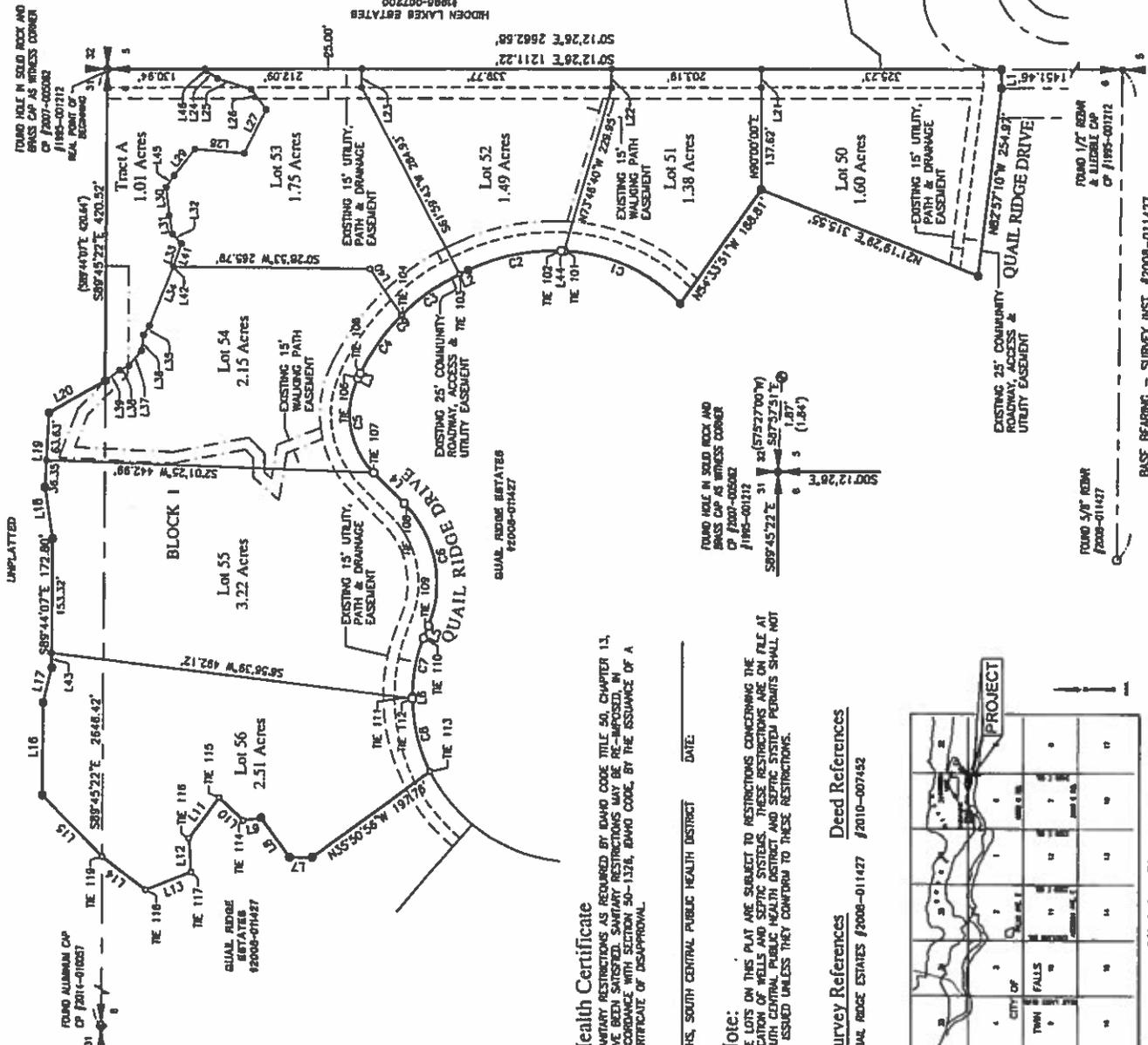
THE POINT OF BEGINNING
NORTHING: 6585.48
EASTING: 9982.59

ZONED: SUBURBAN INTERFACE
HIDDEN LAKES

1
2

QUAIL RIDGE ESTATES AMENDED
 A Planned Unit Development
 A Re-Subdivision and Re-Numbering of
 Lot 1 and Lots 3 through 8, Block 1
QUAIL RIDGE ESTATES
 Located In

E 2 NE 4, Section 6
 Township 10 South, Range 18 East
 and E 2 SE 4, Section 31
 Township 9 South, Range 18 East
 Boise Meridian
 Twin Falls County, Idaho
 2015



Legend

- SURVEY BOUNDARY LINE
- - - SECTION LINE
- - - EXISTING WALKING PATH EASEMENT LINE
- - - EXISTING COMMUNITY ROADWAY, UTILITY, PATH & DRAINAGE EASEMENT LINE
- - - ADJACENT PROPERTY LINE
- - - PLANNED LOT LINE
- () RECORD MEASUREMENT
- CALCULATED POINT (NOT SET)
- FOUND BRASS CAP
- FOUND 5/8" REBAR (LS 4583)
- FOUND 1/2" REBAR (LS 4583)
- FOUND ALUMINUM CAP (AS NOTED)
- FOUND MONUMENT (AS NOTED)
- SET 5/8" x 24" REBAR & CAP - LS 10110
- SET 1/2" x 24" REBAR & CAP - LS 10110
- FOUND 1/2" REBAR - REPLACED WITH 5/8" x 24" REBAR & CAP - LS 10110

Notes:

1. QUAIL RIDGE DRIVE IS A PRIVATE ROADWAY AND IS MANAGED AND MAINTAINED BY THE QUAIL RIDGE HOMEOWNERS ASSOCIATION PER QUAIL RIDGE ESTATES (2008-011427), SERVING FOR A BUILDING PERMIT, WHOSE LOT RESSES WITHIN THAT LOT CORNER PERMANENTLY. THE PERMANENTLY LOCATED PERMANENT REPORT PREPARED INDICATING HOW THAT INDIVIDUAL LOT INTERACTS WITH THE CANYON RIM PER QUAIL RIDGE ESTATES (2008-011427).
2. THE INDIVIDUAL LOTS ON THIS PLAN WILL NOT BE SERVED BY ANY WATER SYSTEM COMMON TO THE ONE (1) OR MORE LOTS, BUT WILL BE SERVED BY INDIVIDUAL WELLS (LS 50-1334). PER QUAIL RIDGE ESTATES (2008-011427).
3. THERE ARE NO IRRIGATION/SURFACE WATER RIGHTS THAT EXIST IN CONNECTION WITH THIS PROPERTY PER QUAIL RIDGE ESTATES (2008-011427).
4. THIS PLAN SHALL BE DEEDED TO THE CITY OF TWIN FALLS UPON RECORDED OF THIS FINAL PLAN.
5. ALL PATH EASEMENTS DEPICTED HEREON ARE DEDICATED TO THE PUBLIC FOR THEIR USE.

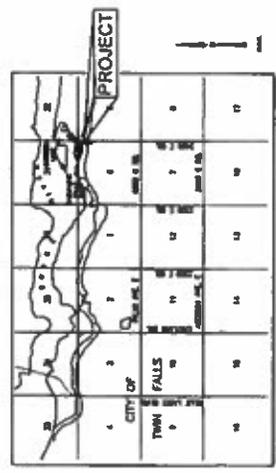
Health Certificate

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE TITLE 50, CHAPTER 13, HAVE BEEN SATISFIED. SANITARY RESTRICTIONS MAY BE RE-IMPOSED, IN ACCORDANCE WITH SECTION 50-1336, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.

REVIS, SOUTH CENTRAL PUBLIC HEALTH DISTRICT DATE: _____

Note: THE LOTS ON THIS PLAN ARE SUBJECT TO RESTRICTIONS CONCERNING THE LOCATION OF WELLS AND SEPTIC SYSTEMS. THESE RESTRICTIONS ARE ON SOUTH CENTRAL PUBLIC HEALTH DISTRICT AND SEPTIC SYSTEM PERMITS SHALL NOT BE ISSUED UNLESS THEY CONFORM TO THESE RESTRICTIONS.

Survey References 2008-011427 f2010-007452
Deed References



Vicinity Sketch



EHM Engineers, Inc.

BASE BEARING - SURVEY INST. f2008-011427
 N89°24'49"W 660.38'

TWIN FALLS COUNTY
Recorded for
TWIN FALLS, CITY OF
11:33:41 am 04-14-2010
2010-007451

C-4115

No. Pages: 11 Fee: \$
KRISTINA GLASCOCK
County Clerk
Deputy: DWIGHT

LAND TRADE AGREEMENT

THIS AGREEMENT is made the 2 day of April, 2010, between CORNERSTONE INDUSTRIES, LLC, a Washington limited liability company, ("Cornerstone" herein); and the CITY OF TWIN FALLS, IDAHO ("the City" herein).

WHEREAS, Cornerstone is the owner of real property in Twin Falls County, Idaho described on Exhibit "B" attached hereto ("the Cornerstone Property"); which includes both a potential scenic recreation area adjacent to the City of Twin Falls Dierkes Lake Park, and a portion of one of the Hidden Lakes; and

WHEREAS the City desires to obtain the above-mentioned potential scenic recreation area and portion of the Hidden Lake plus access thereto for the purpose of expanding the existing park and a trailhead for the City walking trail; and

WHEREAS, the City owns property adjacent to the North boundary of Quail Ridge Estates Subdivision, which the City and Cornerstone are willing to trade for the Cornerstone Property that includes the scenic canyon view property.

NOW, THEREFORE, in consideration of the mutual promises and conditions contained herein, the parties agree as follows.

Section 1. Conveyance From Cornerstone. Cornerstone agrees to convey to the City, and the City agrees to accept, the Cornerstone Property described on Exhibit "B" attached hereto that consists of 1.01 acres, more or less, and is located adjacent to the South boundary of the City's property.

Section 2. Conveyance From The City. The City agrees to convey to Cornerstone, and Cornerstone agrees to accept, a parcel of land described on Exhibit "A" attached hereto that consists of 1.01 acres, more or less, and is located adjacent to the North boundary of the Quail Ridge Estates Subdivision.

Section 3: Contingencies. The land trade agreed to herein shall not be of any force or effect, and the documents of conveyance for such trade shall not be delivered and recorded, until all of the following contingencies have occurred or have been waived in writing by the City and Cornerstone.

3.1 A revised plat and a written amendment of the P.U.D. Agreement for Quail Ridge Estates Subdivision recorded as Instrument No. 2008-006721 have received final approval from the City and from Twin Falls County, and the revised plat and the amendment to the P.U.D. Agreement have been filed for record with the Twin Falls County Recorder.

C4113

3.2 The City has approved a revised Park-in-Lieu Contribution for Park Land associated with Quail Ridge Estates.

Section 4: Additional Provisions. Additional provisions for the development, use and maintenance by the City of the Canyon Rim trail extension and trailhead, together with the City's construction of a new portion of the City walking trail upon City property located North of the land described on Exhibits "A" and "B," shall be contained in an Amendment to said P.U.D. Agreement pertaining to Quail Ridge Estates, as provided in Section 5 below. In addition to such Amendment, the following mutual promises and obligations are included as part of the consideration for this Agreement.

4.1 Cornerstone shall have no obligation to improve or maintain any portion of the property described in Exhibit "B" that Cornerstone is conveying to the City (sometimes referred to as "the Park" herein); except that Cornerstone shall be responsible for the removal, at its cost, of the existing stairway located on said property and portions of the public walking trail no longer needed due to removal of the stairs.

4.2 The uses of the property described on Exhibit "B" shall be limited to (i) a public park, including access to the site; (ii) a canyon overlook platform; and (iii) a trailhead for access to the City walking trail along the Snake River canyon rim.

4.3 The City shall be responsible for the development and maintenance at its cost of all portions of the Park, including the public walking trail, and Snake River canyon overlook and other public facilities, if any, consistent with use of the site as a public park.

4.4 The City shall limit the hours for use of and access to the Park to the same time as the rest of the Dierkes Lake Park; and in addition, shall take affirmative steps to prohibit and control vandalism, loud or illegal behavior, or other nuisances at the Park. The City's obligation to maintain such control shall exist for so long as the described area is used by the public for the intended uses described herein.

4.5 The City agrees to indemnify and hold harmless Cornerstone and Cornerstone's successors in interest, including but not limited to the owners of property in the Quail Ridge Estates Subdivision, from any and all liability of whatever kind or nature incurred on or about the Park or arising from or related to the use thereof; except for those claims, actions or damages caused or contributed to by the negligence or other wrongful acts of Cornerstone or its successors in interest.

C.4115

4.6 The City and Cornerstone mutually acknowledge and agree that prior to the effective date of this Agreement, Cornerstone has paid the sum of \$32,290.00 to construct a portion of the new public walking trail, which begins at the Northerly end of an existing sidewalk that is located along the common boundary of Lots 6 and 7, Block 1, of Quail Ridge Estates, and meanders in a generally Northerly direction toward the bottom of the Snake River canyon, as provided herein and in the Amended P.U.D. Agreement. That payment shall constitute Cornerstone's total agreed contribution to the cost of the improvements that the City will construct as provided in the Amended P.U.D. Agreement. The parties further acknowledge and agree that payment for such construction was made by Cornerstone conditioned upon the happening of each of the following events: (i) the amended plat for Quail Ridge Estates being approved by the City and the County and being filed for record with the Twin Falls County Recorder; (ii) the Amendment to the P.U.D. Agreement being executed by the appropriate parties and recorded with the Twin Falls County Recorder; and (iii) the land trades described above being accomplished by recorded deeds or other necessary documents of conveyance. If any one or more of the foregoing conditions (i), (ii) or (iii) cannot or does not occur after compliance with the City's notice and hearing requirements applicable to this Agreement; then within thirty (30) days after written demand for payment has been received by the City from Cornerstone, the funds which Cornerstone has advanced as recited herein shall be reimbursed and paid to Cornerstone by the City.

Section 5: Amendment to P.U.D. Agreement. As a material consideration for the execution of this Agreement, the parties agree that the Quail Ridge Estates Planned Unit Development Agreement dated March 21, 2008, and recorded as Instrument No. 2008-006721, records of Twin Falls County Recorder, shall be amended, including but not necessarily limited to the following modifications:

5.1 Cornerstone shall be released from any responsibility to perform the requirements stated in Section 5.B.a. a), b) and c), namely: build the canyon rim trail on City-owned property across the North face of the land located North of the land to be conveyed to Cornerstone; build a stairway down to Hidden Lakes; and build a canyon overlook on City owned property.

5.2 The public parking area provided in Section 5.B.A. d) shall be constructed by Cornerstone at its expense in the area of the 3400 Road right of way to be vacated by the Twin Falls Highway District, or an alternative plan for parking shall be approved by the City, the County and the Highway District.

5.3 Except for that portion of the public walking trail constructed at Cornerstone's expense as noted in paragraph 4.6 above, the City shall

be responsible for the cost of development, and it shall be responsible for all costs of repair and maintenance, of the public walking trail(s) located upon the land described on Exhibit "A" or upon City-owned property which run either into the Snake River Canyon or along the Canyon Rim, and other improvements, if any, installed by the City. In addition, the City shall maintain at its cost the branch of the existing sidewalk that is located along the common boundary of Lots 6 and 7, Block 1, of Quail Ridge Estates which connects with the public walking trail. The improvements located North of Quail Ridge Estates to be installed by the City may consist of a walking/bike path, safety features, landscaping, lookout point and benches; but shall not include restrooms, shelters or other structures that impede the canyon view from any Lot in Quail Ridge Estates. All improvements constructed or installed by the City shall be maintained in a clean and first class condition, at the City's expense.

5.3.1 Cornerstone and its successors in interest shall be responsible, at their cost, for maintenance of the sidewalk located parallel to 3400 Road along the East boundary of Quail Ridge Estates.

5.3.2 The newly-constructed portion of the public walking trail, including that portion installed by Cornerstone, shall be constructed initially with gravel topping. It shall be the City's responsibility to add asphalt topping to the walking trail within three (3) years after the approval of a revised final plat for the Quail Ridge Estates subdivision.

5.4 The assurance bond previously posted to assure construction of the required improvements under Section 5 of the existing P.U.D. Agreement shall be released. In lieu thereof, Cornerstone has paid the costs of construction of the public walking trail as provided in paragraph 4.6 above.

Section 6: Title Insurance. Neither party shall be required to obtain title insurance for the protection of the other party hereto.

Section 7: Warranties and Disclaimer. Each party hereto acknowledges and agrees that except as stated in this Section 7 neither the transferring party nor the transferring party's agents or employees make any warranties, express or implied, with respect to the property being conveyed under this Agreement. Except as stated in this Agreement, (i) neither party makes any representation as to the condition or state of repair of the property being transferred to the other party under this Agreement; (ii) neither party is making or has made any agreement to alter, repair, or improve the property being transferred; and (iii) the sole obligation of each transferring party will be to deliver clear title to and possession of the property being transferred to the other party on the Closing Date. Except as otherwise represented in this Section 7, each party agrees to accept possession of the described property on the Closing Date in an AS IS condition WITH ALL FAULTS.

C-4115

7.1 As a material inducement to enter into this Contract, the City hereby represents and covenants to Cornerstone, and Cornerstone hereby represents and covenants to the City as follows:

7.1.1 The execution, delivery, and performance of this Agreement does not violate or breach any material covenant, warranty, or other material provisions of or result in the acceleration of any material obligation under any mortgages, notes, liens, leases, licenses, permits, agreements, instruments, orders, arbitration awards, judgments, or decrees, or in the termination of any license, lease, or permit to which the transferring party is a party or is bound.

7.1.2 The transferring party is and on the Closing Date will be the sole and unconditional owner of the real property described herein, with full power to sell and dispose of the same. At Closing, each party shall convey to the other party good and marketable title to the real property being conveyed herein, free and clear of any liens, charges, encumbrances, claims or conditions thereon.

7.1.3 To the best knowledge of each transferring party, (i) no litigation, action, suit or proceeding, either legal, equitable, administrative, through arbitration, or otherwise, is pending or threatened against or which might adversely affect; (ii) no judgment, decree, injunction, rule, or order of any court, governmental department, commission or agency is outstanding against; and (iii) no event has occurred, which might adversely affect the conveyances agreed to herein, or the consummation of the land trades and release of easements described herein.

7.1.4 To the best knowledge of each transferring party: (i) there are no soil conditions adversely affecting the real property interests being conveyed by that party; (ii) the property being conveyed has not been contaminated with any substance known to be toxic or hazardous, as such terms are defined by federal or state law; (iii) no leak, spill, release, discharge, emission, or disposal of toxic or hazardous substances has occurred on the property being conveyed to date, and the soil, groundwater and soil vapor on or under the property will be free of toxic or hazardous substances as of the Closing Date.

Section 8: Indemnity. The City agrees to indemnify, defend, and hold Cornerstone free and harmless from and against, and Cornerstone agrees to indemnify, defend and hold the City free and harmless from and against, any and all liability, damage, cost and expense (including attorney's fees) related to, arising out of or in connection with any inaccuracy or breach of any representation or warranty by the indemnifying party as set forth above, including but not limited to a breach of the

C 4/15

environmental warranties made by each transferring party in Section 7.1.4 above; which indemnity shall include, without limitation, costs incurred in connection with toxic or hazardous substances present or suspected to be present in the soil, groundwater, or soil vapor on or under the property being transferred up to the time of recording each respective deed or other conveyance required herein.

8.1 The foregoing indemnity agreements shall survive the Closing of this Agreement.

Section 9: Possession. Each party shall be entitled to take possession of the property being transferred to it on the Closing Date.

Section 10: Taxes and Assessments. Taxes and assessments on the parcels being transferred shall be prorated between the parties as of the Closing Date.

Section 11: Closing. The following provisions shall govern the closing of this transaction.

11.1 The Closing Date shall be on or before the thirtieth (30th) day following the satisfaction or waiver of the contingencies stated in Section 3 above. At the time of closing, all of the land trade conveyances shall be recorded consecutively.

11.2 The Closing Agent shall be TitleFact, Inc. of Twin Falls, Idaho.

11.3 All costs of closing this transaction, including the escrow agent fee and recording costs shall be paid one-half (½) by each party.

Section 12: Real Estate Commission. There shall be no real estate commissions owed in connection with this transaction.

Section 13: Attorney's Fees. In the event suit or action is instituted to enforce any of the terms of this Agreement, including any and all bankruptcy claims, actions and proceedings deemed necessary or desirable, or to otherwise protect the interest of either party, including the hiring of any attorney in the event of default, then the nondefaulting party or the prevailing party (in the event of suit) shall be entitled to recover reasonable attorney's fees and costs, including fees or costs that may be incurred in any appellate proceeding.

Section 14: Succession. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and the heirs, executors, administrators, successors and assigns of the parties hereto.

Section 15: Expenses. Unless otherwise expressly provided herein, each party hereto shall pay all of its own costs and expenses incurred or to be incurred

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in negotiating and preparing this Agreement and in closing and carrying out the transactions contemplated by this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

THE CITY OF TWIN FALLS, IDAHO

CORNERSTONE INDUSTRIES, LLC

By: 
Mayor

By: 
Manager

C-4115



THE LAND GROUP, INC.

Project No. 209059
Legal Description
CORNERSTONE INDUSTRIES, LLC
Parcel A (The City of Twin Falls, Idaho to Cornerstone Industries, LLC.)
1.01 Acres

EXHIBIT A

A tract of land situated in the Southeast One Quarter of the Southeast One Quarter of Section 31, Township 9 South, Range 18 East, Boise Meridian, Twin Falls County, Idaho, described as follows:

Commencing at the Southeast Corner of said Section 31, said point being witnessed by a brass cap which bears South 78°57'06" East a distance of 1.89 feet, from which 1/2-inch steel pin monumenting the East one-sixteenth Corner common to said Section 31 and Section 6, Township 10 South, Range 15 East, B.M. bears North 89°44'07" West a distance of 1,323.68 feet (formerly North 89°46'37" West a distance of 1,322.74 feet);
Thence following the southerly line of said North 89°46'37" West a distance of 420.64 feet to the POINT OF BEGINNING;

- Thence continuing North 89°44'07" West a distance of 638.66 feet to a point;
- Thence leaving said southerly line, North 45°19'09" East a distance of 116.28 feet to a point;
- Thence South 89°44'07" East a distance of 124.44 feet to a point;
- Thence South 75°34'21" East a distance of 48.15 feet to a point;
- Thence South 89°44'07" East a distance of 172.80 feet to a point;
- Thence North 81°10'57" East a distance of 70.04 feet to a point;
- Thence South 86°53'53" East a distance of 99.98 feet to a point;
- Thence South 29°19'10" East a distance of 87.93 feet to the POINT OF BEGINNING.

The above-described tract of land contains 1.01 acres, more or less, subject to any existing easements or rights-of-way.

Attached hereto is Exhibit "C" and by this reference is made a part hereof.

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



04115

December 22, 2009
Page 1 of 2



THE LAND GROUP, INC.

Project No. 209059
Legal Description
CORNERSTONE INDUSTRIES, LLC.
Parcel B (Cornerstone Industries, LLC. to the City of Twin Falls, Idaho)
1.01 Acres

EXHIBIT B

A tract of land being a portion of Lots 5 and 6, Block 1 of Quail Ridge Estates (a recorded subdivision on file in Book 22 of Plats at page 22, Instrument No. 2007-011427, records of Twin Falls County, Idaho situated in U.S. Government Lot 1 of Section 6, Township 10 South, Range 18 East, Boise Meridian, Twin Falls County, Idaho, described as follows:

BEGINNING at the Northeast Corner of said Section 6, said point being witnessed by a brass cap which bears South 78°57'06" East a distance of 1.89 feet, from which 1/2-inch steel pin monumenting the East One Quarter of said Section 6 bears South 00°12'26" East a distance of 2,662.61 feet (formerly South 00°13'39" East a distance of 2,663.59 feet);

Thence following the easterly line of said Section 6 and the easterly line of said Quail Ridge Subdivision, South 00°12'26" East a distance of 130.94 feet to a point on the southerly rim of the Snake River Canyon;

Thence leaving the easterly line of said Section 6 and the easterly line of said Quail Ridge Estates Subdivision and following the southerly rim of said Snake River Canyon the following courses and distances:

1. South 51°34'55" West a distance of 3.04 feet to a point;
2. South 33°46'26" West a distance of 19.14 feet to a point;
3. South 17°22'02" West a distance of 47.09 feet to a point;
4. South 53°43'23" West a distance of 34.19 feet to a point;
5. North 63°35'04" West a distance of 65.86 feet to a point;
6. North 04°30'32" East a distance of 66.64 feet to a point;
7. North 51°36'21" West a distance of 45.71 feet to a point;
8. North 55°37'35" West a distance of 19.04 feet to a point;
9. South 83°34'39" West a distance of 38.23 feet to a point;

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THE LAND GROUP, INC.

- 10. South 79°15'55" West a distance of 25.61 feet to a point;
- 11. South 47°09'25" West a distance of 17.55 feet to a point;
- 12. North 70°47'01" West a distance of 34.02 feet to a point;
- 13. North 67°39'15" West a distance of 84.88 feet to a point;
- 14. North 56°39'01" West a distance of 14.89 feet to a point;
- 15. North 83°24'51" West a distance of 21.20 feet to a point;
- 16. North 51°33'55" West a distance of 25.95 feet to a point;
- 17. North 26°39'22" West a distance of 14.07 feet to a point;
- 18. North 36°53'46" West a distance of 23.96 feet to a point on the northerly line of said Section 6 and the northerly line of said Quail Ridge Estates Subdivision;

Thence, leaving said southerly line and following the northerly line of said Section 6 and the northerly line of said Quail Ridge Estates Subdivision, South 89°44'07" East (formerly South 89°46'37" East) a distance of 420.64 feet to the POINT OF BEGINNING.

The above-described tract of land contains 1.01 acres, more or less, subject to any existing easements or rights-of-way.

Attached hereto is Exhibit "C" and by this reference is made a part hereof.

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



TWIN FALLS COUNTY HIGHWAY DISTRICT
ASSURANCE OF CONSTRUCTION
OF SUBDIVISION IMPROVEMENTS

Assurance of Construction of Subdivision Improvements in QUAIL RIDGE ESTATES AMENDED Subdivision, dated September 4th, 2015

TO: TWIN FALLS COUNTY HIGHWAY DISTRICT

For the purpose of providing the Assurance of Construction required by Twin Falls Highway District
Comerstone Industries, LLC, herein referred to as Subdivider, and
Washington Federal, herein referred to as Financial Institution, represent as follows:

1. Financial Institution is committed to Subdivider to provide sufficient funds to subdivider to cover the entire cost of installing the subdivision improvements (roadways and drainage devices) in QUAIL RIDGE ESTATES AMENDED subdivision. Said funds are to be in the amount of Twenty Four Thousand Seven Hundred and Seventy One (\$24,771.00) Dollars. (Engineer's estimate attached)
2. Such funds in a stated amount are specifically allocated and will be used by the Subdivider or on his behalf, only for the purpose of installing the subdivision improvements.
3. It is agreed that the Twin Falls County Highway District may draw on the funds mentioned in the preceding paragraphs in order to complete construction of the subdivision improvements in the above subdivision if Subdivider abandons construction of the subdivision improvements covered by said funds within 1 year(s) of this date, unless the time for completion of the subdivision improvements is extended by agreement between the Subdivider and Twin Falls County Highway District.

Comerstone Industries, LLC
Subdivider

By: Mitchell Soule
Mitchell Soule, Manager

Melissa Burns
Financial Institution

By: Melissa Burns
Title: Assistant Manager

STATE OF IDAHO Washington
County of Twin Falls King

On this 4th day of September, 2015, before me, the undersigned, a Notary Public for Idaho, personally appeared Mitchell Soule, known to me to be the person(s) whose names are subscribed to the within instrument on behalf of said Owner and acknowledged to me that said Owner executed the same

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

PETER VANBELLINGHEN
Notary Public, State of Washington
My Commission Expires
December 14, 2017

Peter VanBellinghen
Notary Public for Idaho Washington
Residing at Twin Falls, Idaho
King of the Hill WA

STATE OF IDAHO Washington
County of Twin Falls King

On this 4th day of September, 2015, before me, the undersigned, a Notary Public for Idaho, personally appeared Melissa Burns, known to me to be the person(s) whose names are subscribed to the within instrument on behalf of said Owner and acknowledged to me that said Owner executed the same

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

PETER VANBELLINGHEN
Notary Public, State of Washington
My Commission Expires
December 14, 2017

Peter VanBellinghen
Notary Public for Idaho Washington
Residing at Twin Falls, Idaho
King of the Hill WA

Quail Ridge Parking Lot Cost Estimate

Quail Ridge Parking Lot At Entry



				Engineer's Estimate	
Item	Description	Quantity	Units	Unit Price	Total
BASE BID					
1	Excavation & Grading	1	LS	2,500.00	\$2,500.00
2	2" Asphalt Paving	437	SY	13.00	\$5,681.00
3	3/4" Base Gravel	98	CY	45.00	\$4,410.00
4	Drywell w/Perf. Pipe & Wrap	22	CY	80.00	\$1,760.00
5	Retaining Wall	154	LF	30.00	\$4,620.00
6	Tree Replacement / Relocation	1	LS	3,000.00	\$3,000.00
7	Sidewalk	40	SY	50.00	\$2,000.00
8	Striping	1	LS	800.00	\$800.00
BASE BID TOTAL					\$24,771.00



Recorded Original → PUD 249

QUAIL RIDGE ESTATES PLANNED UNIT DEVELOPMENT AGREEMENT

THIS AGREEMENT, made and entered into this 21st day of March 2008 by and between the CITY OF TWIN FALLS, a municipal corporation, State of Idaho (hereinafter called "City"), and Property Acquisitions. Inc. (hereinafter called "developer"), whose address is 3863 North 2445 East Filer, ID 83328.

RECITALS

WHEREAS, Properties Acquisitions, Inc., a Utah Corporation, is the equitable title holder to certain tracts of land in the City of Twin Falls, State of Idaho, more particularly described in Exhibit "A", attached hereto, which land is bounded by private property on the South and the Snake River Canyon Rim on the North, consisting of approximately 40 acres (hereinafter called "Property");

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

WHEREAS. Developer had made request of the City of Twin Falls to develop the property as a residential subdivision (hereinafter called "Project") and has submitted to the City a Master Development Plan thereof (attached as Exhibit "B") which has been approved for development as an "SUI, CR0 PUD" by the ~~Planning and Zoning Commission~~ City Council, on January 08, 2007, as per ord #2899, more particularly described in -Exhibit "A", and by the Board Of County Commissioners on February 21, 2007, as per ord#192; more particularly described in -Exhibit "A"; and

WHEREAS, City, by and through its City Council and the Board Of County Commissioners, has agreed to the development of said land within the City of Twin Falls, Idaho, area of impact subject to certain terms, conditions and understandings, which terms, conditions and understandings are the subject of this Agreement.

COVENANTS

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

TWIN FALLS COUNTY
RECORDED FOR:
TWIN FALLS, CITY OF
4:01:52 pm 03-26-2008
2008-006721
NO. PAGES: 19 FEE: \$
KRISTINA GLASCOCK
COUNTY CLERK
DEPUTY: BRUNTER

1. Nature of the Agreement. This Agreement shall become part of the "SUI, CRO PUD" zone with respect to the Property upon its full execution and recording. Developer and their assigns or successors in interest, as well as City and its assigns or successors (if any), shall be bound by the terms and conditions contained herein.

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

A. Common Area and Homeowners Associations and Maintenance. There is a requirement for common area within the Project. Therefore, there is a requirement for Developer to organize a homeowners association in connection with its development of the Property, which association is established for the maintenance of common areas. Developer shall have the right to designate common areas in any phase(s) of its development. Except for space explicitly designated as common area, the maintenance responsibility for each parcel and the improvements thereon rests solely with the parcel's owner.

B. Uses. The use language of the underlying "SUI, CRO PUD" zone, including any subsequent amendments thereto, shall apply with regard to permitted uses, special uses, and prohibited uses on the Property or any portion thereof.

3. Street Sewer and Drainage Improvements. Developer shall be responsible for the design and construction of street, sewer and drainage systems within the Project (hereinafter called "Improvements¹¹") as described herein in accordance with City standards.

A. Improvement Plans. Developer shall, as to each phase of the Project, file or cause to be filed with the City, a complete set of plans showing all Improvements contemplated within that phase (hereinafter called "Improvement Plans"). The Improvement Plans and all Improvements shown hereon shall be subject to approval by the City, which shall be given if such plans conform with published City requirements.

B. Improvement Design and Construction. Developer shall cause to be designed, constructed and installed, in

PUD-249

accordance with the approved Improvement Plans and at its expense, all Improvements. Notwithstanding the foregoing, nothing in this Agreement shall prohibit City participation in the cost or financing of improvements on the Property if mutually agreed to by the parties.

It is proposed that all lots be connected to private septic sewer systems as approved by South Central District Health Department.

C. Phased Construction. The development of the Project, including installation of required Improvements, may be completed in phases. Prior to the commencement of construction, Developer shall provide the City with written notification of each proposed phase, together with Improvement Plans for that phase; and agrees to make such modifications and/or construct any temporary facilities necessitated by such phased construction work as shall be required and approved by the City, which approval shall not be unreasonably withheld.

D. Construction Supervision. Developer shall use a qualified construction engineer or supervisor to supervise the construction, inspection and testing of the work as necessary to ensure that all such Improvements are constructed in accordance with the approved Improvement Plans, and applicable City standards.

E. Non-compliance. In the event any of the requirements with regard to the installation of said Improvements are not complied with, the City shall give written notice to Developer of said non-compliance. Developer shall cure said non-compliance within thirty (30) days of this receipt of notice (or, in the case of non-compliance that will take in excess of thirty (30) days to cure, Developer shall commence to cure within thirty (30) days of receipt of notice and diligently pursue the same to completion). In the event Developer fails to cure said non-compliance in the manner set forth hereinabove, the City shall have the right to withhold the issuance of any future building permits, and certificates, of occupancy within that phase of such "R-1-43,000, CR0, PUD" until such time as all requirements specified in the 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 should be issued. The City Council shall then in good faith and in an objective manner decide whether said building permits and certificates of occupancy should be issued, and its decision shall be final, except that the rights of the parties are preserved at law and equity.

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

4. Plats. A preliminary plat for the entire Project shall be submitted for City approval by the Developer. Thereafter, the final plat shall be submitted and conform to

5. Individual Parcel Development Criteria. The Property and all portions and parcels thereof shall be developed in accordance with criteria set forth in this Section 5.

A. Approval and Construction. All improvements shall be constructed in accordance with engineered drawings and specifications, describing in reasonable detail the work to be performed, which in drawings and specifications shall first be approved by City and meet City standards.

B. Meet the approved Conditions of Approval: On February 21, 2007 the Board of County Commissioners approved a zoning district change and zoning map amendment for this project subject to the following conditions:

a. Subject to conditions attached to the approval of the Park-In-Lieu Contribution for Park Land associated with Quail Ridge Estates on May 15, 2006 by the City Council, to include:

- ~~a) Developer To Build The Canyon Rim Trail On City Owned Property Across The North Face Of His Property Along The Rim,~~
- ~~b) Build A Stairway Down To Hidden Lakes; Exhibit "c"~~
- ~~c) Build An Overlook On City Owned Property;~~

THE PUD AMENDMENT ADDS VARIOUS MAINTENANCE RESPONSIBILITIES FOR EACH PARTY.

- d) Build A Parking Area For The Public Along 3400 East; And
- e) Build A Pedestrian Pathway Along 3400 East Connecting To Snake River Canyon Trail To Include A Path To Hidden Lakes Stairway.

b. Subject to site plan amendments as required by building, engineering, fire, and zoning officials to ensure compliance with all applicable City Code requirements and Standards.

C. Landscaping. All landscaping shall meet applicable City ordinances.

D. Building Standards. All buildings and Improvements shall comply with City building and fire codes, and all other applicable City ordinances.

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

F. Restrictive Covenants. All structures and Improvements shall conform to any applicable covenants recorded for the Project.

6. Time Limitation. "SUI, CR0 PUD" zone designation on the Property is expressly conditioned upon submission to the City Council of a final plat within one (1) year from the date hereof.

7. Standard Developer's Agreement. It is understood and agreed by the parties hereto that it shall be necessary for, Developers to execute City's Standard Developer's Agreements.

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 this 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, postage prepaid, addressed to the parties as follows:

DEVELOPER: Property Acquisitions, Inc.
ATTN: Gary Perron
3863 North 2554 East
Filer, ID 83328

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

E. Successors and Assigns. This Agreement shall be binding upon the successors, assigns and legal representatives of the parties hereto.

F. Severability. In the event any portion of this Agreement is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable, such portion shall be deemed severed from this Agreement, and the remaining portions shall not be affected thereby.

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

PUD-249

H. **Effective Date.** This PUD Agreement shall become valid and binding only upon its approval by City, through its City Council, and upon its execution by the Mayor and Developer.

I. **Attorney's Fees.** In the event that either party should be required to retain an attorney because of the default or breach of the other or to pursue any other remedy provided by law, that party which prevails in any litigation shall be entitled to a reasonable attorney's 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 document is to be construed more strictly against the person who himself or through his agents prepared the same, it being acknowledged that both parties have participated in the preparation hereof.

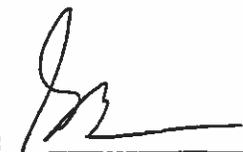
K. **Attachments.** All attachments to this Agreement and recitals are incorporated herein and made a part hereof as if set forth in full.

L. **Captions.** The captions, section and paragraph numbers appearing in this Agreement are inserted only as a matter of convenience and shall in no way affect interpretation of this Agreement.

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

CITY OF TWIN FALLS

By: 
Mayor

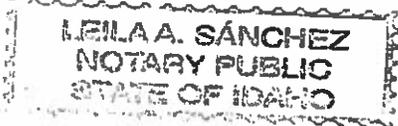
By: 
Property Acquisitions, Inc

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

On the 21st day of March, 2008, before me, a Notary Public, in and for said County and State, Lance W. Clark Mayor of the City of Twin Falls, personally appeared, known or identified to me to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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


NOTARY PUBLIC OF IDAHO
Residing at _____
My Commission Expires _____

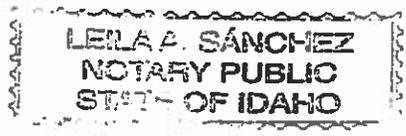


STATE OF IDAHO)
) ss.
County of Twin Falls)

On the 10th day of March, 2008, before me, a Notary Public, in and for said County and State, Idaho owner or legal representative of Property Acquisitions, Inc., personally appeared, known or identified to me to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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


NOTARY PUBLIC OF IDAHO
Residing at Twin Falls
My Commission Expires 5-18-2012



P40-249

Order No. T051644

WARRANTY DEED

TWIN FALLS COUNTY
RECORDED FOR:
TWIN FALLS TITLE
2:27:41 pm 12-22-2005
2005-029353
ID. PAGE: 1 FEE: \$6.00
LORI WILLIAMSON
COUNTY CLERK
DEPUTY CLERK

For Value Received

ROBERT J. MEYERS and KATHI L. MEYERS, Husband and Wife

the grantor(s), do(es) hereby grant, bargain, sell, and convey unto

CORNERSTONE INDUSTRIES, L.L.C., A LIMITED LIABILITY COMPANY

the grantee(s), whose current address is

16434 246TH AVE. N.E. WOODINVILLE, WA. 98077

the following described premises, to-wit:

See Attached Exhibit "A"

RECEIVED
AUG 21 2007

BY:.....

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), his/had/their heirs and assigns forever. And the said Grantor(s) do(es) hereby covenant to and with the said Grantee(s), that he/she/they are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U. S. Patent reservations, restrictions, easements of record, and easements viable upon the premises, and that he/she/they will warrant and defend the same from all claims whatsoever.

Dated:

Robert J. Meyers
ROBERT J. MEYERS

Kathi L. Meyers
KATHI L. MEYERS

STATE OF IDAHO : 68
COUNTY OF TWIN FALLS

On This 22nd day of December, in the year 2005, before me, a Notary Public in and for said State, personally appeared ROBERT J. MEYERS and KATHI L. MEYERS, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

WITNESS my hand and official seal.

Lori Williamson
Notary Public of Idaho
Residing at Filer, ID
Commission Expires: January 28, 2010

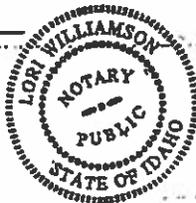


Exhibit "A"

PUD-249

EXHIBIT A
T051644

Township 10 South, Range 18 East of the Boise Meridian, Twin Falls County, Idaho.

Section 6: A parcel of land located in the NE $\frac{1}{4}$ of said Section more particularly described as follows:

COMMENCING at the East One Quarter (E $\frac{1}{4}$) corner of said Section 6, from which the Northeast corner of said Section 6 bears North 00°13'39" West 2683.59 feet, said East One Quarter (E $\frac{1}{4}$) corner being the TRUE POINT OF BEGINNING:

THENCE North 89°24'49" West along the South boundary of the NE $\frac{1}{4}$ of said Section 6 for a distance of 660.36 feet to the Southwest corner of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 6;

THENCE North 00°14'59" West along the West boundary of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 6 for a distance of 680.95 feet to the Northwest corner of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 6;

THENCE North 89°27'22" West along the South boundary of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 6 for a distance of 680.63 feet to the Southwest corner of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 6;

THENCE North 00°18'19" West along the West boundary of the E $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 6 for a distance of 1994.77 feet to the Northwest corner of the E $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 6;

THENCE South 89°46'37" East along the North boundary of the E $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 6 for a distance of 1322.74 feet to the Northeast corner of said Section 6;

THENCE South 00°13'39" East along the East boundary of the NE $\frac{1}{4}$ of said Section 6 for a distance of 2683.59 feet to the TRUE POINT OF BEGINNING.

SUBJECT TO a 25.0 foot wide county road easement along the East boundary of the before described parcel,

ORDINANCE NO. 2899

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TWIN FALLS, IDAHO, REZONING REAL PROPERTY BELOW DESCRIBED; PROVIDING THE ZONING CLASSIFICATION THEREFOR; AND ORDERING THE NECESSARY AREA OF IMPACT AND ZONING DISTRICTS MAP AMENDMENT.

WHEREAS, Property Acquisition, Inc., c/o Gary R. Perron, has made application for a rezone of property located west of 3400 Road East and south of the Snake River Canyon Rim; and,

WHEREAS, the City Planning and Zoning Commission for the City of Twin Falls, Idaho, held a Public Hearing as required by law on the 28th day of November, 2006, to consider the Zoning Designation and necessary Area of Impact and Zoning Districts Map amendment upon a REZONE of the real property below described; and,

WHEREAS, the City Planning and Zoning Commission has made recommendations to the City Council for the City of Twin Falls, Idaho; and,

WHEREAS, the City Council for the City of Twin Falls, Idaho, held a Public Hearing to consider the same matter on the 8th day of January, 2007.

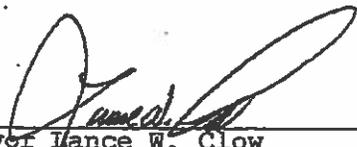
NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TWIN FALLS, IDAHO:

SECTION 1. That the following described real property located west of 3400 Road East and south of the Snake River Canyon Rim is the subject of a Zoning District Change and Zoning Map Amendment from SUI CRO to SUI CRO PUD:

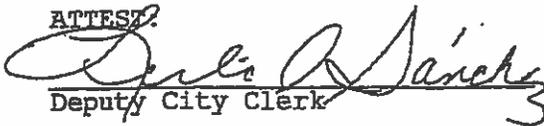
SEE ATTACHMENT "A"

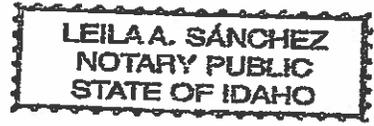
SECTION 2. That the Area of Impact and Zoning Districts Map for the City of Twin Falls, Idaho, be and the same is hereby amended to reflect the rezoning of the real property above described.

PASSED BY THE CITY COUNCIL March 5, 2007.
SIGNED BY THE MAYOR March 9, 2007



Mayor James W. Clow

ATTEST

Deputy City Clerk



PUBLISH: Thursday, . March 22 , 2007

ATTACHMENT "A"

A parcel of land located in the NE ¼, Section 6, Township 10 South, Range 18 East, Boise Meridian, Twin Falls County, Idaho; being more particularly described as follows:

Commencing at the East One Quarter corner of said Section 6, from which the Northeast corner of said Section 6 bears North 00°13'39" West 2653.59 feet, said East One Quarter corner being the TRUE POINT OF BEGINNING;

- THENCE North 89°24'49" West 660.38 feet along the South boundary of the NE ¼ of said Section 6;
- THENCE North 00°14'59" West 660.95 feet along the west boundary of the SE ¼ SE ¼ NE ¼ of said Section 6;
- THENCE North 89°27'22" West 660.63 feet along the South boundary of the NW ¼ SE ¼ NE ¼ of said Section 6;
- THENCE North 00°16'19" West 1994.77 feet along the West boundary of the E ½ NE ¼ of said Section 6;
- THENCE South 89°46'37" East 1322.74 feet along the North boundary of the E ½ NE ¼ of said Section 6;
- THENCE South 00°13'39" East 2663.59 feet along the East boundary of the NE ¼ of said Section 6 to the TRUE POINT OF BEGINNING;

Containing 70.672 Acres

ORDINANCE NO. 192

AN ORDINANCE OF THE TWIN FALLS COUNTY BOARD OF COMMISSIONERS REZONING REAL PROPERTY BELOW DESCRIBED; PROVIDING THE ZONING CLASSIFICATION THEREFORE; AND ORDERING THE NECESSARY AREA OF IMPACT AND ZONING DISTRICTS MAP AMENDMENT.

WHEREAS, Property Acquisition, Inc., c/o Gary R. Perron, has made application for a rezone of property located west of 3400 Road East and south of the Snake River Canyon Rim; and,

WHEREAS, the City Planning and Zoning Commission for the City of Twin Falls, Idaho, held a Public Hearing as required by law on the 28th day of November, 2006, to consider the Zoning Designation and necessary Area of Impact and Zoning Districts Map amendment upon a REZONE of the real property below described; and,

WHEREAS, the City Planning and Zoning Commission has made recommendations to the City Council for the City of Twin Falls, Idaho; and,

WHEREAS, the City Council for the City of Twin Falls, Idaho, held a Public Hearing to consider the same matter on the 16th day of January, 2007; and,

WHEREAS, this matter was brought before the Twin Falls County Board of Commissioners pursuant to the Area of Impact Agreement on the 21st day of February, 2007,

NOW, THEREFORE, BE IT ORDAINED BY THE TWIN FALLS COUNTY BOARD OF COMMISSIONERS,

SECTION 1. That the following described real property located west of 3400 Road East and south of the Snake River Canyon Rim is the subject of a Zoning District Change and Zoning Map Amendment from SUI CRO to SUI CRO PUD:

A parcel of land located in the NE ¼, Section 6, Township 10 South, Range 18 East, Boise Meridian, Twin Falls County, Idaho; being more particularly described as follows:

Commencing at the East One Quarter corner of said Section 6, from which the Northeast corner of said Section 6 bears North 00°13'39" West 2653.59 feet, said East One Quarter corner being the TRUE POINT OF BEGINNING;

- THENCE North 89°24'49" West 660.38 feet along the South boundary of the NE ¼ of said Section 6;
- THENCE North 00°14'59" West 660.95 feet along the west boundary of the SE ¼ SE ¼ NE ¼ of said Section 6;
- THENCE North 89°27'22" West 660.63 feet along the South boundary of the NW ¼ SE ¼ NE ¼ of said Section 6;

THENCE North 00°16'19" West 1994.77 feet along the West boundary of the E ½ NE ¼ of said Section 6;
 THENCE South 89°46'37" East 1322.74 feet along the North boundary of the E ½ NE ¼ of said Section 6;
 THENCE South 00°13'39" East 2663.59 feet along the East boundary of the NE ¼ of said Section 6 to the TRUE POINT OF BEGINNING;

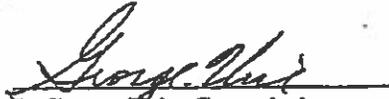
Containing 70.672 Acres

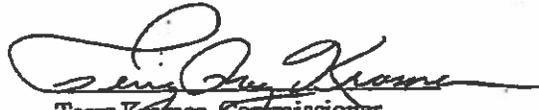
SECTION 2. That the Area of Impact and Zoning Districts Map for the City of Twin Falls, Idaho, be and the same is hereby amended to reflect the rezoning of the real property above described.

DATED this 27 day of February, 2007.

TWIN FALLS COUNTY BOARD OF COMMISSIONERS


 Tom Mikesell, Chairman

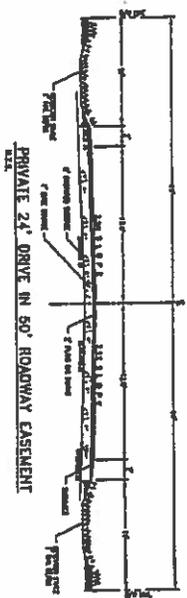
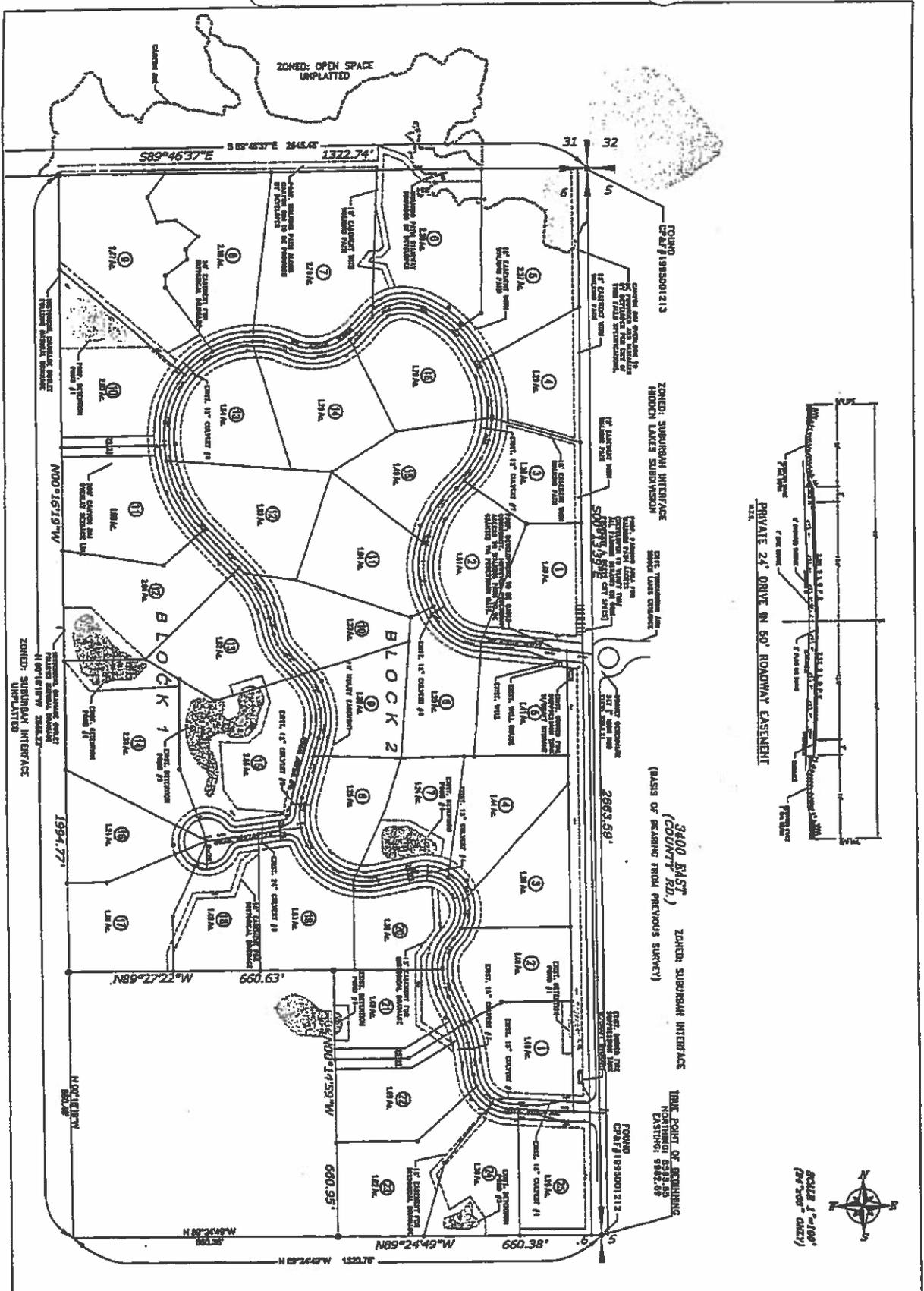

 L. George Urie, Commissioner


 Terry Kramer, Commissioner

ATTEST:


 Kristina Glascock, Clerk

Duo-249



DATE	DESCRIPTION
10/1/08	PRELIMINARY PLAN
10/1/08	FINAL PLAN
10/1/08	AS SHOWN

QUAL RIDGE ESTATES
 SUBDIVISION PLAN
 TWIN FALLS IDAHO
 MASTER DEVELOPMENT PLAN

HE HARPER-LEAVITT ENGINEERING, INC.
 PROFESSIONAL ENGINEERS AND LAND SURVEYORS

1534 BELL AVE. SUITE 200
 TWIN FALLS, IDAHO 83401
 (208) 733-8800
 FAX (208) 733-8801

800 W. JARVIS ST.
 BOISE, IDAHO 83725
 (208) 333-8800
 FAX (208) 333-8801

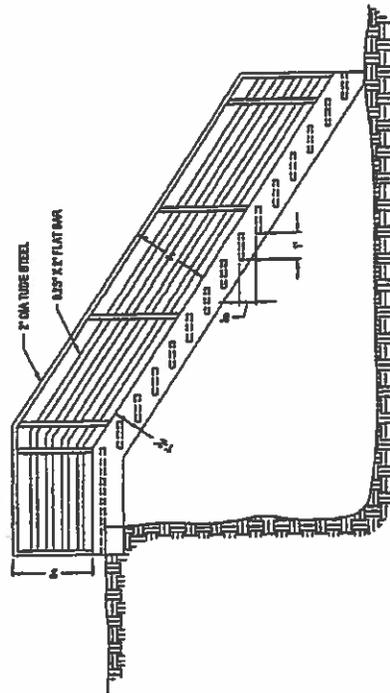
800 W. GUYER AVE.
 BOISE, IDAHO 83725
 (208) 333-8800
 FAX (208) 333-8801

Exhibit "B"

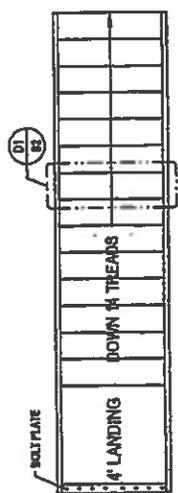
2-19-08 DWG

Exhibit "C"

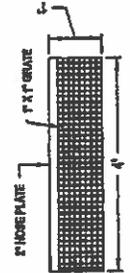
240-249



(E1) ELEVATION
SCALE: 1/4" = 1'-0"



(E2) PLAN VIEW
SCALE: 1/4" = 1'-0"



(E3) STAIR DETAIL
SCALE: 1/2" = 1'-0"

S2	QUAIL RIDGE RIM STAIRS 02		
	1133 E 1700 S #6 SALT LAKE CITY, UT 84108 PHI 001,971,4381		
03/09/07	SHEET NO. B	SHEET NO. 1	SCALE AS SHOWN

LAND DEVELOPMENT APPLICATION NARRATIVE

OWNER CONTACT PERSONS:

GARY PERRON
3863 N 2445 E
FILER, ID 83328

ROBERT HOLLADAY
PO BOX 95183
SOUTH JORDAN, UT 84095

ENGINEER:

HARPER LEAVITT ENG.
451 EASTLAND SUITE 4
TWIN FALLS, ID 83301

PROJECT NARRATIVE:

The proposed subdivision includes 47 residential lots. The property is now zoned Rural Residential and will not require amendment for this new use. The proposed project conforms to the County's current comprehensive plan, which allows rural residential acreages of this type and size.

The property currently is used for light grazing as the ground and soils will not support an agricultural use due to the many rock outcroppings and diverse slopes.

This project will be very compatible with the existing uses around the project. To the East is a Hidden Lakes Subdivision comprised of one acre and larger lots. To the South East is a Blue Mountain Ridge Subdivision with one acre and larger lots. This project will provide a variety of lot sizes similar to both subdivisions to the East.

The properties will be serviced by individual wells that will comply with Idaho Department of Water Resource restrictions for domestic well use. Each lot will be serviced by individual Septic systems. Test holes have been excavated on lots assure that the lots have adequate area for various standard septic systems and an alternate area for a replacement system. South Central District Health inspected the test holes in February of 2006.

→ All lots will be required to maintain existing drainage areas on or through the lots.

Idaho Power will provide power by means of an underground distribution system.