

COMMISSIONERS:

Tennille Adams Marc Lambert Tony Brand Carl Legg Richard Birrell Joey Martin Tom Reynolds Liyah Babayan Brian Rice
 Chairman Vice Chairman



AGENDA
Meeting of the Parks and Recreation Commission
Tuesday, January 12, 2016, 11:30 am- City Council Chambers
305 3rd Ave E – Twin Falls, Idaho

CONFIRMATION OF QUORUM CONSIDERATION OF THE AMENDMENTS TO THE AGENDA		
AGENDA ITEMS	<u>Purpose:</u>	<u>By:</u>
I. <u>CONSENT CALENDAR:</u> Request to approve meetings minutes of December 8, 2015	Action	Nikki Miller
II. <u>ITEMS FOR CONSIDERATION:</u> <ol style="list-style-type: none"> 1. Consider a request by Morning Sun Partners to make an In Lieu Contribution and use those funds for park development at Morning Sun Park 2. Consider a request by Cornerstone Industries to modify an In-Lieu of request for Quail Ridge Subdivision 3. Parks and Recreation Updates 4. Consider memorial plaques 5. Commission Member Terms 6. Other Items From the Commission 	Approval Approval Presentation Discussion Presentation	Wendy Davis/ Gerald Martens Wendy Davis/ Jeff Rolig Stacy McClintock/ Wendy Davis Wendy Davis Wendy Davis
III. <u>ATTACHMENTS:</u> <ol style="list-style-type: none"> 1. December 8, 2015 Meeting Minutes 2. Staff Report Morning Sun In Lieu request 3. Staff Report Quail Ridge In Lieu modification request 4. Parks and Recreation Updates 		
V. <u>ADJOURNMENT:</u> Next meeting Tuesday, January 12, 2016, 11:30am City Council Chambers, 305 3 rd Ave E.		

Any person(s) needing special accommodations to participate in the above noticed meeting could contact Leila Sanchez at (208) 735-7287 at least two working days before the meeting. Si desea esta información en español, llame Leila Sanchez (208)735-7287.

COMMISSIONERS:

Tennille Adams Marc Lambert Tony Brand Carl Legg Richard Birrell Joey Martin Tom Reynolds Liyah Babayan
Brian Rice
Chairman Vice Chairman



Meeting Minutes
Meeting of the Parks and Recreation Commission
Tuesday, December 8, 2015, 11:30 am- City Council Chambers
305 3rd Ave E – Twin Falls, Idaho

CONFIRMATION OF QUORUM CONSIDERATION OF THE AMENDMENTS TO THE AGENDA		
AGENDA ITEMS	<u>Purpose:</u>	<u>By:</u>
I. <u>CONSENT CALENDAR:</u> Request to approve meetings minutes of November 10, 2015	Action	Nikki Miller
II. <u>ITEMS FOR CONSIDERATION:</u>		
1. Parks and Recreation Updates	Presentation	Wendy Davis
2. Consider a request to make Disc Golf facilities a priority in the long range plan	Presentation	Wendy Davis/Mike Stradley
3. Review Parks and Recreation Master Plan and Five Year Planning Projects	Discussion/ Action	Commission
a. Approve Parks and Recreation Master Plan		
b. Make recommendations for Five Year Plan project priorities		
4. Other Items From the Commission		
V. <u>ADJOURNMENT:</u>		

Any person(s) needing special accommodations to participate in the above noticed meeting could contact Leila Sanchez at (208) 735-7287 at least two working days before the meeting. Si desea esta información en español, llame Leila Sanchez (208)735-7287.

Present: Tennille Adams, Tony Brand, Liyah Babayan, Joey Martin, Brian Rice, Marc Lambert and Richard Birrell.

Absent: Carl Legg and Tom Reynolds

Staff Present: Wendy Davis, Mitch Humble and Nikki Miller

Staff Absent: Stacy McClintock

Council Present: Shawn Barigar

Guest: Mike Stradley, Disc Golf Association

CONSIDERATION OF THE AMENDMENTS TO THE AGENDA: N/A

AGENDA ITEMS

I. CONSENT CALENDAR:

- a. Request to approve the minutes of the November 10, 2015 meeting. Joey Martin made a motion to approve the meeting minutes and Tony Brand seconded the motion. Motion passed.

II. ITEMS FOR CONSIDERATION:

1. Park and Recreation Department Updates
Wendy went over the Department updates with the Commissioners.

Tony Reynolds asked if the area north of the swimming pool is maintained by the City as there is a tree that has been cut down and is still there. Wendy will follow up with the Parks Department.

2. Consider a request to make Disc Golf facilities a priority in the long range plan.
Mike Stradley with the Disc Golf Association spoke at a City Council meeting and talked about disc golf facilities. A group was commissioned to sit down and talk about some options and come up with recommendations for the City Council to discuss the needs and concerns for disc golf facilities. Today the discussion will be about facility priorities and budgeting. Mike is here to talk about ideas their group has and let him explain the items the Association would like the Commissioners to consider.

Mike indicated that at this time there is no City of Twin Falls disc golf course. The course at CSI is privately owned, Rock Creek is County and was completely funded by the Disc Golf Club, and there are a few small school courses which are not playable for commissioned tournaments. The popularity of the sport is growing and it is a very inexpensive activity to provide for the community. Mike indicated that the age range for this sport is four to one hundred and four and the cost to build a course is significantly less than a playground. Playgrounds are basically used by children ages 4 to maybe 15, this is something that can be put in for less and provide for a multitude of ages. He believes it is a priority to get a City course as the courses available are getting congested. As the City grows it will become more of need for the course. Events are being run and people are being turned away because we are running out of run. The benefits to having a City course is to be able to run National events which bring in thousands of players and this would bring in revenue for the City. City Council has asked for a proposal by February 2016 and the club needs to work with the Commission to work out the budget needs.

Joey Martin asked about the two sites, one on the Twin Falls side of Rock Creek and one at Dierkes Lake and asked if Mike is asking for two courses. Mike said that in order to host a world championship or a major national tour there needs to be a minimum of four to eight courses to be able to put in a bid for a tournament. The club's goals is to have six courses in the area to accommodate the growth and for the competition play. The area at Dierkes Lake was used by the bow hunters and then by the bicyclists but is

not being used. There are 135 members in the club that would purchase the season pass to use the course down at Dierkes. The annex area at Rock Creek is all overgrown and the club will go in and clean up the parks and use the facilities that are unwanted by park goers. In the last eight years of the course being installed at Rock Creek it has been well taken care of and people actually walk in that area again. The goals in the next twenty years is to see a City of Twin Falls Municipal disc golf course. In the short term, adding these two sites will get the ball rolling.

Tony Brand asked about the maintenance of these courses. Mike indicated that he would like for the City to maintain them however for the past eight years the club has been maintaining the Rock Creek course out of their own pockets. They are willing to help out with the maintenance. CSI and the club are currently working together to get the tee mounts fixed. CSI has set aside \$2000 to get those mounds fixed.

Joey Martin asked how often the location changes for a national tournament. The location changes every year. Joey asked how probable would it be for Twin Falls to get picked. Mike said that the 2016 World Championship is being held in Emporia, Kansas which is smaller than Twin Falls. Twin Falls area is by far a more appealing setting but they have the courses. Twin Falls has much more to offer from low cost on hotels to more to see and do.

Tennille thanked Mike for coming to the Commission with his desires. The Commissioners discussed the needs of the disc golf program.

3. Review Parks and Recreation Master Plan and Five Year Planning Projects.
 - a. Approve Parks and Recreation Master Plan
 - i. Wendy recommended that the Commission focus on section seven of the Master Plan. Section seven addresses need, priorities and makes recommendations. This section identifies long range planning for parks, short term improvements for existing parks and new facilities. There is time to make sure that this document is a good representation of where the Parks and Recreation department is headed.

Tony Brand asked if we approve the plan now can we make changes to it in the future. Shawn explained that this plan gets inserted into the Comprehensive Plan and that all plans are very flexible and used as a guideline.

Liyah asked if there was anything in the document that specifically addressed bicycle trails or connectivity. Shawn indicated that bicycle facilities are addressed where they relate to park areas. Bike lanes and those kinds of activities maybe mentioned here but may be more included in the master transportation plan.

Tony Brand made a motion to approve the Master Plan as presented and seconded by Richard Birrell. Liyah made a motion to amend the motion to approve the Master Plan and include the expansion and enhancement of the current skate park. Motion passed with a unanimous vote.
4. Make recommendations for Five Year Plan project priorities.
 - i. Joey Martin made a motion to move the skate park expansion up in the five-year plan and make it a priority. Tony Brand seconded the motion. Joey Martin amended the motion to include adding two new disc golf parks to the long term planning. Tony Brand seconded the motion. The motion passed with a unanimous vote.

COMMISSION REPORTS/ANNOUNCEMENTS:

IV. ADJOURNMENT:

Meeting adjourned at 12:40 pm. Next Commission meeting will be January 12, 2016, at City Council Chambers located at 305 3rd Ave E., at 11:30 pm.



Tuesday, January 12, 2016 Parks and Recreation Commission

To: Parks and Recreation Commission

From: Wendy Davis, Parks and Recreation Director

Request:

Consider a request by Morning Sun Partners to make an In-Lieu Contribution and use those funds for park development at Morning Sun Park.

Time Estimate:

Presentation will take approximately 10 minutes. Gerald Marten will be present representing Morning Sun Partners. Following the presentation, there will be time for questions and answers.

Background:

Morning Sun Park was dedicated to the Parks and Recreation Department as part of the initial phase of Morning Sun subdivision. In 2009, Morning Sun Partners acquired 35 acres of land across Stadium Boulevard from Morning Sun Park, known as Morning Sun #8, as part of the approval process, Morning Sun Partners applied for and were granted in-lieu funds with a credit for completing a section of pathway along Falls Avenue. The balance was \$35,288.97 and has been paid to the City of Twin Falls. Morning Sun Partners have recently acquired an additional 10 acres across Hankins Road and adjacent to Morning Sun #8. Applicant is requesting In-Lieu funds for 27 lots at \$17,064, and would like to combine these funds with the funds for Morning Sun #9 to be used for improvements at Morning Sun Park. Combined funds will total \$54,352.97. Please see attached request and proposal from EHM Engineers, developer for Morning Sun Partners.

In accordance with City Code Section 10-12-3-11 Section F: The city council may, at their discretion, approve and accept cash contributions in lieu of park land with improvements, which contributions shall be used for park land acquisition and/or park improvements within the boundaries of the arterial streets in which the development is located. In the event that no such facilities or needs are so located, the director may propose a budgeted expenditure to apply the funds to needs identified at any such facility existing within one mile of the boundaries of the project from which the funds originated. If the director determines that no reasonable use exists within the extended geographical area, the director shall, with the approval of the parks and recreation commission, propose to the city council a specific application for the funds which need not be limited geographically, and may include such use as future land acquisition. The fee structure for cash contributions for acquisition of park land shall be the appraised value of the required land area at the time of the application. The development may qualify for a 50% reduction on their cash contribution in lieu of park land if the development met all criteria to be called an "in fill" development. The appraisal shall be submitted by a mutually agreed upon appraiser and paid for by the applicant. The fee structure for park improvements, including all costs of acquisition, construction and all related costs, shall be based upon the estimated costs of

an approved improvement provided by a qualified contractor and/or vendor. (Ord. 2954, 11-3-2008)

It has been determined that no reasonable use exists within the specified boundaries, however, if the boundary is extended across Hankins Road, an arterial, the funds can be applied to Morning Sun Park for facility improvements such as a picnic shelter and restroom facility. With the approval of the Parks and Recreation Commission, this request can be presented to City Council.

Approval Process:

The Parks and Recreation Commission will need to approve this request before it can be presented to City Council for approval.

Budget Impact:

Developer is proposing to provide engineering and construction for the project.

Regulatory Impact:

Approval of this request will allow the applicant to take the request to City Council.

Conclusion:

Staff supports this request.



Date: December 14, 2015

To: City of Twin Falls
Attn: Wendy Davis

From: Gerald L. Martens, P.E.

Via: Hand Deliver

Regarding: Morning Sun Park

Per our discussion I have prepared a draft proposal to proceed with constructing a park shelter with amenities for the Morning Sun Park.

It is my understanding that this proposal along with the in lieu request will be presented to the City Council concurrently with the final plat

By the end of the week I should have a preliminary plan that will be available for the City Council consideration.

Please call me if you have questions or comments.

CC: Rene'e Carraway-Johnson

051-02

PROPOSAL
FOR
MORNING SUN PARK ENHANCEMENT PROJECT

Background

Morning Sun Park was dedicated to the public as part of the initial phase of Morning Sun Subdivision which was developed in Seven (7) phases. The initial development was completed by Morning Partners, the developer of Morning Sun Subdivision. Subsequently, The City of Twin Falls Parks and Recreation District has maintained the park and progressively enhanced the park by installation of recreation equipment as funds allow.

In 2009 Morning Sun Partners acquired an additional 35 acres of land locally know as Boy Scout Property. These 35 acres is located across Stadium Boulevard from Morning Sun Park. Morning Sun Partners applied for and reviewed approval for a new subdivision on the 35 acres known as Morning Sun Subdivision No. 8.

The approval of the subdivision included negotiations with the City of Twin Falls that resulted in Morning Sun Partners agreeing to contribute \$36,288.97 for improvements of the Morning Sun Park. The improvements were to be those determined by the Twin Falls Park and Recreation Department to be most appropriate and beneficial. These funds are currently in the possession of the City of Twin Falls in the form of a personal check.

Subsequent to approval of the Morning Sun Subdivision No. 8 Morning Sun Partners acquired an additional 10 acres from the Twin Falls School District adjacent to Hankins Road and adjacent to Morning Sun Subdivision No. 8 and has submitted to the City of Twin Falls a preliminary plat for 27 residential lots. This subdivision is known as Morning Sun Subdivision No. 9. A part of the application was a proposal for Morning Sun Partners to contribute \$17,064.00 in lieu park fee for further enhancement of the Morning Sun Park. The preliminary plan and proposed contribution was approved by the Twin Falls Planning and Zoning Commission on December 8, 2015.

Proposal

Morning Sun Partners is proceeding with a final plat application to the City of Twin Falls for Morning Sun Subdivision No. 9. Concurrent with this approval Morning Sun Partners proposes to combine the park fee commitment for Morning Sun Subdivision No. 8 and 9, which totals \$53,352.97 and proceed with construction of a park shelter and associated park amenities.

The park shelter will be located at a location specified by the Twin Falls Parks and Recreation Department.

The shelter and amenities design and cost will be approved by the Twin Falls Recreation Park Department prior to construction.

All design and construction will be completed prior to September 1, 2016.

The shelter project will include the following until the \$53352.97 above specified is expended. The Twin Falls Parks and Recreation Department may contribute additional funds as determined appropriate by the Twin Falls Recreation Department to further enhance this project.

1. Shelter Structure (approximately 700 sf)
2. Concrete slab beneath the shelter
3. Water service to shelter
4. Drinking fountain
5. Picnic Tables/Benches
6. Separation Walls
7. Adjacent Pads for Sanitary Facilities
8. Additional Landscaping

Morning Sun Partners shall be responsible for all design, obtaining competitive bids and monitoring work. The cost for these services will be paid for from the available funds but shall not exceed \$5,000.00.



Tuesday, January 12, 2016 Parks and Recreation Commission

To: Parks and Recreation Commission

From: Wendy Davis, Parks and Recreation Director

Request:

Consider a request by Cornerstone Industries, LLC to revise a prior In-Lieu Contribution relating to Quail Ridge Estates Subdivision.

Time Estimate:

Presentation will take approximately 10 minutes. Jeff Rolig will be present representing Cornerstone Industries, LLC. Following the presentation, there will be time for questions and answers.

Background:

On May 15, 2006, City Council approved an In-Lieu Contribution relating to Quail Ridge Estates Subdivision with the following conditions:

Place a canyon rim trail on City property on the north end of the developer's property

Build a stairway from the canyon rim to the Hidden Lakes parcel owned by the City

Provide parking along or near 3400 East for trail access

TF Highway District to vacate the right of way property for parking area

Place a pedestrian gate at subdivision entrance with emergency exit

Construct an overlook on City property

In 2010, the City and Cornerstone Industries entered into a Land Trade Agreement to swap the City owned property on the canyon rim on the north end of the developer's property for the developer owned property below the canyon rim adjacent to the City owned Hidden Lakes parcel. This agreement amended the In-Lieu Contribution agreement in that Cornerstone Industries was no longer required to:

Build the canyon rim trail on the north end of the property

Build a stairway to Hidden Lake parcel

Build an overlook

Instead, Cornerstone contributed \$32,290 to construct part of the public walking trail across developer's property to access the City trail down to Hidden Lakes. Modifications were made to the parking area due to the fact that the Highway District would not vacate the right of way as well as an effort to comply with Highway District provisions. No pedestrian gate was installed as the gate was deemed unnecessary.

In order for Cornerstone Industries to move forward with development, this modification to the existing agreement must be approved.

Approval Process:

The Parks and Recreation Commission will need to approve this request before it can be presented to City Council for approval.

Budget Impact:

There is no budget impact, as the work has been completed

Regulatory Impact:

Approval of this request will allow the applicant to take the request to City Council.

Conclusion:

Staff supports this request.

Wendy Davis

From: Jeff Rolig <jrolig@roliglaw.com>
Sent: Wednesday, January 6, 2016 1:54 PM
To: Wendy Davis
Subject: Quail Ridge In-Lieu Contribution Modification
Attachments: Cornerstone Quail Ridge Land Trade.pdf; PUD background statement.doc; In-Lieu Revision Appl.pdf

Dear Wendy--Per our discussion today, on behalf of Cornerstone Industries, LLC, the developer of Quail Ridge Subdivision, I request that the TF Parks & Rec Committee approve our proposed modification of an In-Lieu Contribution Agreement that was made with the City in 2006, when Quail Ridge Subdivision was in the process of being put together.

This proposal goes hand-in-hand with our application to amend the existing Quail Ridge PUD Agreement. Therefore, I am attaching, for the consideration of you and the Committee, the following:

- Proposal to revise the In Lieu Agreement.
- Background statement that explains how we got to where we are now.
- 2010 Land Trade Agreement.

Let me know if you need further information. My schedule allows me to attend your meeting next Tuesday, and at this point I am planning on attending. Regards, Jeff Rolig

Jeffrey E. Rolig
Jeffrey E. Rolig, P.C.
P.O. Box 5455
Twin Falls, ID 83303
Tele. 208-733-0075
Fax 208-733-0717

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

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.

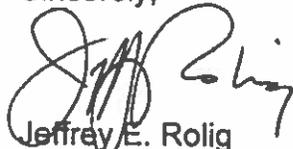
--The Highway District would not vacate its right of way south of Quail Ridge Drive; however, the Highway District requested that the parking area be located partly in its right of way, off of the paved road. (This arrangement facilitates snow plowing.) Therefore, the required parking area as engineered 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@roligl.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

C-4115

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.

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.

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.

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

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

C-4/15

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: Don Hall
Mayor

By: [Signature]
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)



C4115



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;

C-4115



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.

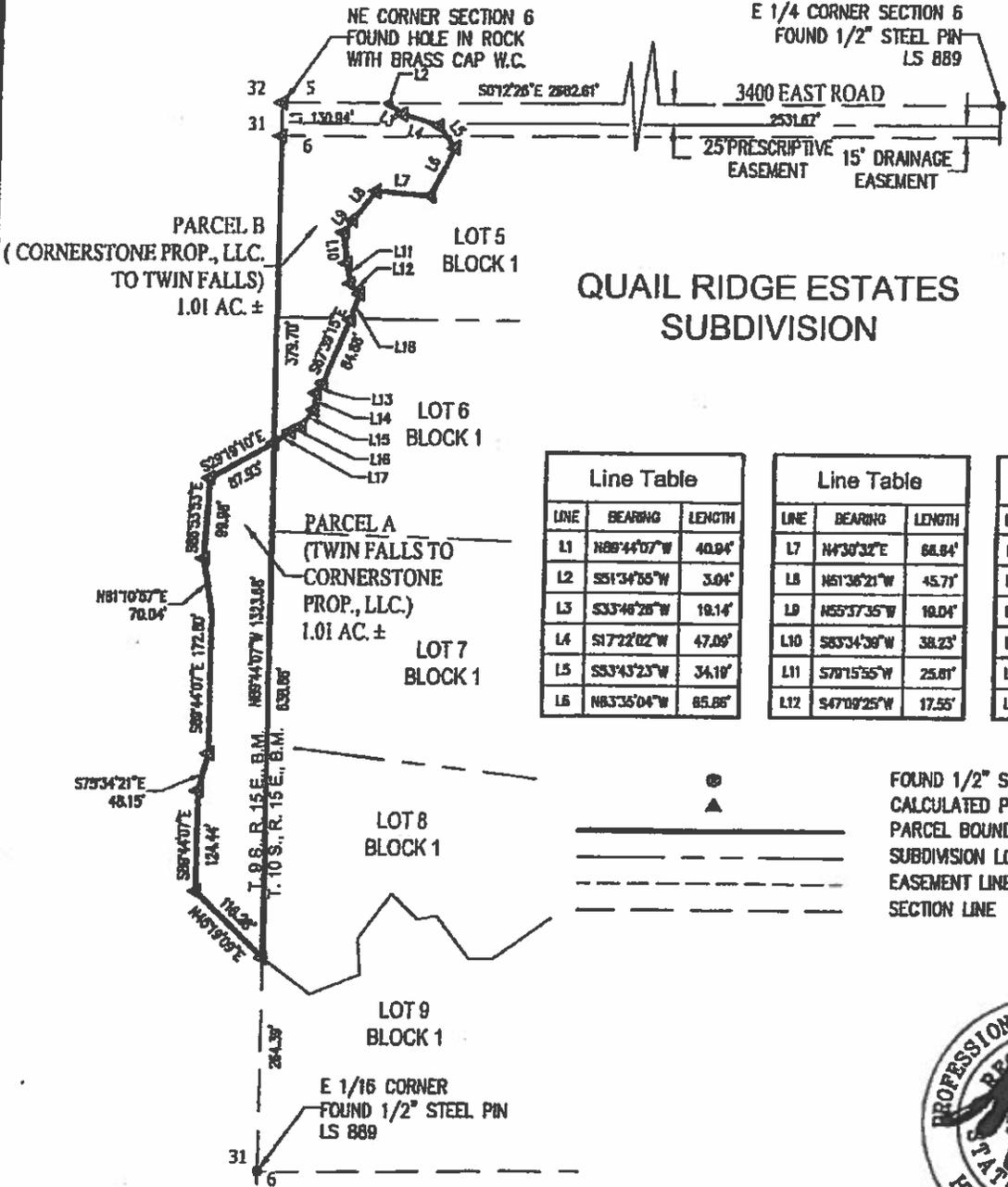
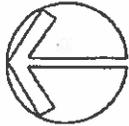
Attached hereto is Exhibit "C" and by this reference is made a part hereof.

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



C-4115

Situated in U.S. Government Lot 1
of Section 6, Township 10, Range 15 East, B.M.,
And the SE 1/4 of the SE 1/4 of Section 31,
Township 9, Range 15 East, B.M.,
Twin Falls County, Idaho
2010



**QUAIL RIDGE ESTATES
SUBDIVISION**

LINE	BEARING	LENGTH
L1	N88°44'07"W	40.94'
L2	S51°34'55"W	3.04'
L3	S33°46'28"W	19.14'
L4	S17°22'02"W	47.09'
L5	S33°43'23"W	34.19'
L6	N83°36'04"W	85.86'

LINE	BEARING	LENGTH
L7	N4°30'32"E	68.84'
L8	N61°36'21"W	45.71'
L9	N55°37'35"W	19.04'
L10	S83°34'39"W	38.23'
L11	S79°15'55"W	25.81'
L12	S47°09'25"W	17.55'

LINE	BEARING	LENGTH
L13	N56°38'01"W	14.85'
L14	N83°24'51"W	21.20'
L15	N91°33'56"W	25.95'
L16	N26°39'22"W	14.07'
L17	N36°53'46"W	23.96'
L18	N70°47'01"W	34.02'

FOUND 1/2" STEEL PIN
 CALCULATED POINT OR AS NOTED
 PARCEL BOUNDARY LINE
 SUBDIVISION LOT LINE
 EASEMENT LINE
 SECTION LINE



ENGINEER/SURVEYOR

PROJECT INFORMATION

Scale: 1" = 200'



THE LAND GROUP, INC.
- Landscape Architecture
- Civil Engineering
- Site Planning
- Golf Course Irrigation & Engineering
- Graphic Communication
- Land Surveying
462 E. Shore Dr., Eagle ID 83616
Phone (208) 828-4043 Fax (208) 828-4445
www.thelandgroup.com

**LAND TRADE EXHIBIT
CORNERSTONE IND., LLC.
TWIN FALLS, IDAHO**

12-23-09
209059
EXHIBIT C

1814 Project on Wednesday, December 23, 2009

BACKGROUND STATEMENT FOR QUAIL RIDGE ESTATES P.U.D. AMENDMENT

In 2010, the City of Twin Falls and the Quail Ridge Subdivision developer, Cornerstone Industries, LLC, entered into a Land Trade Agreement (“LTA” herein), in which a mutually beneficial trade of land parcels was agreed upon. Under the LTA, the City will receive from Cornerstone certain land located below the Snake River canyon rim which is ideal for a park and recreational property. Cornerstone will receive from the City a parcel of ground above the canyon rim, which will increase the size of three of the Subdivision Lots, and substantially improve the views from potential houses on those lots by allowing them to be located closer to the edge of the canyon.

The City has received its benefit from the LTA (other than actually receiving a deed to the property). The walking trail has been extended down into the canyon to the area the City will receive, with the use of a substantial cash payment by Cornerstone. Cornerstone is proceeding with building the agreed-upon parking area, which is located in the Highway District right of way, adjacent to the East boundary of Quail Ridge Subdivision.

The requested amendment to the existing PUD agreement is one of the required provisions in the LTA. The specific amendments to be made, as stated in the LTA, are:

“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 Letter of Assurance previously posted by Mountain West Bank ("the Bank") to assure construction of the required improvements under Section 5 of the existing P.U.D. Agreement shall be released by the City. In lieu thereof, Cornerstone shall pay the costs of construction of the public walking trail as provided in paragraph 4.6 above. Upon release by the Bank in accordance with Cornerstone's instructions of the funds now on deposit pursuant to the Letter of Assurance, the City promptly shall execute and deliver to the Bank the appropriate form to document the City's release of the Letter of Assurance."

The proposed PUD Amendment, the original Quail Ridge Estates Planned Unit Development Agreement and the LTA are provided with Applicant's material.

Attached is the original, recorded Plat, and the recently recorded amended plat that renumbers the North lots in Quail Ridge and revises the North boundary of four of the Lots, per the LTA. Also attached is a diagram showing the location of the new parking lot to be constructed by Cornerstone.

The Amended Plat that changes the North boundary line of the four Quail Ridge Lots affected by the LTA has been approved by the City and has been filed with the Twin Falls Recorder. Approval and signing of the Amendment to the PUD Agreement is the last step required before signing and recording the various deeds that will finalize the land trade.

Quail Ridge Subdivision is fully developed, except that some of the Lots have not yet been built out. The proposed changes to the PUD Agreement will have

minimal impact on the North Lots, as the walking trail already exists and is being improved to provide good access to the area below the canyon rim that the City is receiving. Parking for people using the trail is being provided in the Highway District right of way (outside of the Subdivision), which has been approved by the Highway District.

The P.U.D. changes should have no impact on the neighboring subdivision. The walking trail is totally within Quail Ridge Subdivision, and the area in the canyon that will be used for a City park is accessible only by the trail through Quail Ridge Estates, not the neighboring subdivision. There is no need for traffic (either foot or vehicular) generated by the land trade to go upon the neighboring subdivision.

**January 2016
Recreation Coordinator Update
Brandy Mason**

Boys Basketball: The season will start on Saturday January 16th, for boy's grades K-8th. Practices will start on January 4th and will be held at Robert Stuart, Perrine, Harrison and Oregon Trail. We ended up with a total of 600 participants for the 2016 winter season compared to 570 in 2015.

Adult Basketball: The season started on January 4th, for the men and January 18th for the women's leagues. Teams will play at O'Leary and Robert Stuart utilizing both the front and back gyms at O'Leary and the front gym at Robert Stuart.

2016	
League	No. Teams
Men's West	15
Men's East	17
Women's	3
TOTAL	39

2015	
League	No. Teams
Men's West	16
Men's East	17
Women's	3
TOTAL	40

Adult Volleyball: All of these leagues will finish up their league games by the middle of January and complete their tournament games by the end of February. These leagues once again ran very smoothly, with no complaints or issues. Adult Volleyball continues to be one of the easiest leagues to maintain and run on a consistent basis.

**Recreation Supervisor Update
Stacy McClintock**

Cabin Fever Day was a success. CFD started at 9am and ended at 4pm. In talking with the public, they really enjoy this day, and look forward to it every year.

Pomerelle Ski and Board Program was also a success. This year we had 39 participants.

Magic Mountain Ski Program was a little low this year with only 4 participants.

We are also currently taking registration for our Youth Wrestling. The season will start on February 29th. Wrestling is a great individual sport which can build strength and coordination in children. This program is for kindergartners through sixth grade. The cost is \$35.

We are currently in the process of taking registration for our Spring Youth Soccer. The price is still \$20 for city residents and \$35 for non-city residents. Late registration is after February 29th.

Currently staff is collecting information for the 2016 Spring/Summer guide. Staff expects the spring/summer guide to be out by late March early April.

Staff has entered into an agreement with DASH software and will begin using this software on for all park reservations, adult and youth activities on February 1st.

Staff will attend a public hearing and planning and zoning meeting on January 26th to request a non-conforming building request for the score shed/storage building at Harmon Park.

**Parks Coordinators Update
Kevin Skelton & Todd Andersen**

The crew has moved indoors to begin winter maintenance on all the equipment. We go through all of our equipment and make repairs, upgrades etc. We also get all of the year's fabrication and welding projects done throughout the winter.

The outfield fence on Cowboy ball field has been replaced