TWIN FALLS COUNTY 2021-004729
Feb 26, 2021 9:49:19 am

Pages: 3
am Fee: S

For: TWIN FALLS, CITY OF

KRISTINA GLASCOCK, County Clerk

Deputy: SBANJAC

#### ORDINANCE NO.O-2021-002

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

WHEREAS, Grandview Falls, LLC - Gregg Harman has made application for rezoning of property located at the 500-800 blocks of Grandview Drive South; City of Twin Falls, and an amendment of the revised Area of Impact and Comprehensive Plan Land Use Map; and

WHEREAS, the City Planning & Zoning Commission for the City of Twin Falls, Idaho, held a Public Hearing as required by law on the 8th day of December, 2020, to consider the Zoning Designation and necessary Zoning & Planning Map amendment upon a rezone of the real property below described, and an amendment to the revised area of Impact and Comprehensive Plan Land Use Map; and,

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

WHEREAS, the City Council for the City of Twin Falls, Idaho, held a Public Hearing as required by law on the 11th day of January, 2021.

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

<u>SECTION 1.</u> The following described real property located at the 500-800 blocks of Grandview Drive South is the subject of a Zoning District Change and Zoning Map amendment from R-4 to R-4,M-2,C-1.

"Exhibit A"-Legal Description
"Exhibit B"-Zoning Development Agreement

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

SECTION 3. Public services may not be available at the time of development of this property, depending upon the speed of development of this and other

Ordinance No.

Page 1 of 3

Zoning Application No.PZ20-0088

developments, and the ability of the City to obtain additional water and/or sewer capacity. The annexation of this property shall not constitute a commitment by the City to provide water and/or wastewater services.

PASSED BY THE CITY COUNCIL

SIGNED BY THE MAYOR

20 21

, 2021

Mayor

ATTEST:

Deputy City Clerk

PUBLISH: Thursday,

FEBRUARY 25.

## Exhibit A Legal Description Property Twin Falls County, Idaho

Being a portion of the SW  $\frac{1}{4}$  of Section 20, Township 10 South, Range 17 East, Boise Meridian, Twin Falls County, Idaho, more particularly described as follows:

Beginning at the Southwest corner of said Section 20, as shown on that certain Record of Survey, recorded March 29, 2007 as Instrument No. 2007-007117 in the office of the County Recorder of Twin Falls County and being the REAL POINT OF BEGINNING;

Thence, along the West Boundary of said SW  $\frac{1}{2}$  of Section 20, North 00°18′53″ East 2682.87 feet to the Northwest corner thereof;

Thence, along the North Boundary of said SW  $\frac{1}{4}$  of Section 20, South 88°59'07" East 2637.96 feet to the Northeast corner thereof;

Thence, along the East Boundary of said SW ¼ of Section 20, South 00°23'02" West 2692.25 feet to the Southeast corner thereof;

Thence, along the South Boundary of said SW  $\frac{1}{4}$  of Section 20, North 88°46'49" West 278.00 feet;

Thence, leaving said South Boundary, North 01°13′11″ East 401.00 feet; Thence, North 88°46′49″ West 549.86 feet along a line parallel with said South Boundary to the Northwest corner of that certain map entitled "Pheasant Cove Estates Subd. No. 1″, recorded December 27, 2000 as Instrument No. 2000-019969 in said office of the County Recorder of Twin Falls County;

Thence, along the West Boundary of said map, South 01°13'11" West 401.00 feet to a point on said South Boundary;

Thence, along said South Boundary, North 88°46'49" West 1806.99 feet to said REAL POINT OF BEGINNING.

Containing approximately 157.58 acres

End of Description

TWIN FALLS COUNTY 2021-004730

Feb 26, 2021 9:50:30 am For: TWIN FALLS, CITY OF

KRISTINA GLASCOCK. County Clerk

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Deputy: SBANJAC

### MIXED USE RESIDENTIAL / COMMERCIAL / MANUFACTURING ZONING DEVELOPMENT AGREEMENT

#### **GRANDVIEW FALLS**

THIS AGREEMENT made and entered into this \_\_/&TD day of \_\_\_\_\_\_\_, 20 \_\_\_\_\_\_\_, 20 \_\_\_\_\_\_\_\_\_, by and between the CITY OF TWIN FALLS, a municipal corporation, State of Idaho (hereinafter called "City"), and GRANDVIEW FALLS, LLC, an Idaho limited liability company (hereinafter called "Developer"), whose address is 3533 East 3985 North Kimberly, Idaho 83341.

#### **RECITALS:**

WHEREAS, the Developer is the owner of the certain tract of land in the City of Twin Falls, County of Twin Falls, State of Idaho, more particularly described in Exhibit A attached hereto (the "Property"), which Property is south of Falls Avenue West and west of Grandview Avenue North, extended to the South, known as GRANDVIEW FALLS and

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

WHEREAS, the Developer has made request of the City to develop a mixed use subdivision (the "Project") on the Property and has submitted to the City the Master Development Plan (Exhibit B) thereof which has been approved for development as a "mixed use residential/commercial/manufacturing development" by the Planning and Zoning Commission and City Council of the City; and

WHEREAS, the City, by and through its City Council, has agreed to the development of said Project within the City of Twin Falls, Idaho, subject to certain terms, conditions and understandings, which terms, conditions and understands are the subject of this Agreement.

#### **COVENANTS**

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

- 1. <u>NATURE OF THE AGREEMENT:</u> This Agreement shall become part of the "C-1 ZDA, M-2 ZDA, and R-4 ZDA" zones with respect to the Project upon its full execution and recording. The Developer and its assigns or successors in interest, as well as the City and its assigns or successors (if any), shall be bound by the terms and conditions contained therein.
- 2. <u>NATURE OF THE DEVELOPMENT:</u> It is agreed by the parties hereto that certain language and requirements pertaining to the "Project" zone shall be interpreted as follows:
  - A. <u>USES.</u> (See attached Master Development Plan Exhibit B and detailed Master Plan Exhibit C of the Project).
    - C-1 ZDA Commercial District. Development shall meet the requirements of the City's Commercial Highway District (C-1) zone and may include multi-family residential uses as provided in Twin Falls City Code 10-4-8.2 for all uses and property development standards.

- 2. M-2 ZDA, Heavy Manufacturing District, Development shall meet the requirements of the M-2 Zone, City Code 10-4-10 for all uses and development standards.
- 3. R-4 ZDA, Residential Medium Density District, Development shall meet the requirements of the R-4 Zone, City Code 10-4-5 for all uses and development standards except as noted below:
  - (a) Permitted uses shall include the following in addition to those permitted in Twin Falls City Code 10-5-6.2(A):
    - i. Dwellings Duplex, Triplex, and Fourplex
    - ii. Governmental Facilities
  - (b) The minimum lot area per single household dwelling shall be four thousand (4,000) square feet, six thousand five hundred (6,500) square feet, and the lot area for multiplex dwelling units shall increase over the duplex area by two thousand (2,000) square feet per dwelling unit or one thousand (1,000) square feet per unit above or below the ground level unit on average. The average density of the development shall conform to the restrictions identified above. Multiple story units shall be allowed in so far as the overall average density is maintained.
- B. The hours of operation for all other activity within the ZDA area shall be between the hours of seven o'clock (7:00) A.M. to ten o'clock (10:00) P.M. except residential and residential support facilities which shall not be limited, unless otherwise authorized by the City of Twin Falls through the Special Use Permit Process.
- C. PHASING OF DEVELOPMENT: Developer shall be permitted to develop the Property in phases, so long as those phases are in compliance with the Master Development Plans and this ZDA Agreement, and an approved preliminary plat. Approval for each phase may be obtained by submission of a technically correct final plat for each phase to the City Council. The designation and location of specific uses on the Master Plan are conceptual and minor changes therefrom shall not provide basis for disapproval of any final plat. There shall be no minimum and a five (5) year maximum time limit between phases unless an extension is granted by Twin Falls City Council.

#### D. STREET, SEWER, WATER, AND DRAINAGE IMPROVEMENTS:

Developer shall be responsible for the design and construction of street, sewer, water, pressurized irrigation, gravity irrigation improvements, drainage systems, public park, and public walking trails system on the Property (hereinafter "Improvements") as described herein in accordance with City Standards.

a. <u>IMPROVEMENT PLANS:</u> Developer shall, as to each phase of its development, file or cause to be filed with the City a complete set of construction plans checked and stamped by a licensed professional engineer for that development phase, showing all Improvements contemplated within that

phase of the development (hereinafter "Improvement Plans"). The Improvement Plans and all Improvements thereon shall meet the approval of the City, which approval shall be given if such plans conform to established City requirements, the Master Plan Development Plan and this Agreement.

- b. <u>IMPROVEMENT, DESIGN AND CONSTRUCTION:</u> The Developer, at their expense, shall cause all Improvements shown on the Improvement Plans to be designed, constructed and installed consistent with the approved Improvement Plans except as otherwise provided therein. Notwithstanding the foregoing, nothing in this Agreement shall prohibit City, State or Federal participation in the cost or financing of improvements on the Property if mutually agreed to by the parties hereto.
- c. <u>PHASED CONSTRUCTION</u>: The Developer may install the Improvements at one time, or in phases, as the Developer shall determine at their sole discretion. Developer shall provide the City with written notification of the timing and scope of the phase, or phases, of said Improvements the Developer intends to complete at that time. Developer agrees to make such modifications to construct any temporary facilities necessitated by such phased construction work as shall be reasonably required and approved by the City.
- d. <u>CONSTRUCTION SUPERVISION</u>: The Developer shall use a registered professional engineer 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.
- NON-COMPLIANCE: In the event any of the Improvement Plans, the City shall give written notice to Developer of said non-compliance. Developer shall cure said non-compliance within thirty (30) days of their 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 (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 only that phase of such "ZDA" until such time as all requirements specified in this Section 3 have been complied with: provided. however, Developer shall have the right to appear before the City Council at any regular scheduled meeting after any building permits and certificates of occupancy shall have been withheld for reasons set forth in this paragraph and shall have the right to be heard as to why such building permits and certificates of occupancy should be issued. The City Council shall then, in good faith and in an objective manner, decide whether said building permits and certificates of occupancy should be issued, and their decision shall be final, except that the rights of the parties are preserved at law and equity.
- f. <u>FEES</u>: The Developer shall pay, or cause to be paid, to the City all applicable fees, if any, with regard to the installation of Improvements pursuant to the Improvement Plans. However, City water and sewer connection and service charges shall be paid for by individual developers and users at the rates set by applicable City ordinances and resolutions.

- g. MAINTENANCE OF IMPROVEMENTS: The City hereby agrees to accept maintenance responsibility for the public improvements upon their completion to City Standards in accordance with current City policy. Developer hereby agrees to accept maintenance responsibility for the private improvements upon their completion in accordance with current City policy and in accordance with any other development agreements associated with the Project.
- h. <u>PRIVATE ROADWAYS:</u> The developer may elect to construct private roadways with and without gated access as part of the development. In all cases, appropriate widths for emergency response vehicles and turn around locations shall be provided.
- E. PLATS: Developer agrees to file with City a preliminary plat, or plats in phases, prepared by a registered professional engineer and/or licensed land surveyor, of the Property, which is the subject of this Agreement. Preliminary and final plats for phases to be developed shall be submitted specifically identifying and dedicating all necessary public easements and those rights-of-way the City agrees to accept herein and in the Standard Developer's Agreement. It is agreed that said the City thereto must first approve plats and any amendments if the final plat is in conformity with the approved preliminary plat.
- F. INDIVIDUAL PARCEL DEVELOPMENT CRITERIA. The Property or any portion thereof shall be developed in accordance with criteria set forth in this Section 6 and all applicable provisions of City Code.
  - a. <u>APPROVAL AND CONSTRUCTION</u>: All Improvements shall be constructed in accordance with approved engineered drawings and specifications, describing in reasonable detail the work to be performed, with the drawings and specifications to first be approved by City, which approval shall not be unreasonably withheld.
  - b. <u>LANDSCAPING</u>: Perimeter landscaping along interior streets in the commercial areas shall be installed on each parcel of the Property and in the public rights-of-way adjacent thereto at the time site and building improvements are completed thereon, or by the next planting season. Such landscaped perimeter in commercial areas shall be installed and extend to a depth of eleven (11) feet behind the back of curb and shall in include the sidewalks width the Developer elects to install.

Each property owner shall maintain the landscaping and vegetation on their property and in the public rights-of-way adjacent thereto. Notwithstanding the foregoing, alternately, in the event the Developer chooses to designate certain landscaped areas and other areas as "common area" or "parkland", the Developer may choose to form an association of those property owners for the maintenance of said areas. The Developer may also choose to dedicate at land area to the City as a Neighborhood Park, by City approval. The developer may develop a mini park to be incorporated with facilities for the requirements of storm water retention and utility purposes.

The Developer may elect to enter into a financial "In-Lieu" compensation agreement with the City in accordance with current City policy and not dedicate any land for use as park land.

The property landscaping will be designed to utilize a pressure irrigation system. Each property owner shall be required to utilize the Development's pressurized irrigation system or future systems as required by the City for their landscaped area.

c. <u>MASTER LANDSCAPING PLAN:</u> Landscaping shall be accomplished as required by the City Code of the City of Twin Falls within the limits of the Property as each phase is constructed.

Landscaping shall be required where commercial uses are adjacent to residential uses. A ten (10) foot buffer distance is required to provide sound and visual buffering. The buffer area is to be landscaped with coniferous and deciduous trees and/or solid fencing with shrubs, berms, walls and/or planter boxes to create a dense buffer in a relatively short distance.

In all cases landscaping will meet or exceed the minimum landscaping requirements of the City of Twin Falls Zoning and Subdivision Requirements.

d. <u>BUILDING STANDARDS</u>. Buildings and Improvements shall comply with the following standards:

#### i. DESIGN STANDARDS

- 1. All buildings in all residential districts shall not exceed thirty-five feet (35') in height with the exception of architectural projections or features, roof top equipment (if properly enclosed or screened) and chimney chases.
- 2. All buildings in the C-1 and M-2 Districts shall not exceed fifty feet (50') in height with the exceptions of architectural projections or features, roof top equipment (if properly enclosed or screened) and chimney chases. Buildings within the C-1 and M-2 Districts shall be permitted to request additional height through the Special Use Permit process as established under City Code Provisions.
- H. <u>TIME LIMITATION</u>. The "C-1 ZDA, M-2 ZDA, and R-4 ZDA" zone designation on the Property is expressly conditioned upon submission to the City Council of a final development plan of the first phase of development within five (5) years from the date hereof. The Developer may apply for one or more two-year extensions provided application is made in advance of the expiration date. Approval shall not unreasonably be withheld.
- I. <u>STANDARD DEVELOPER'S AGREEMENT.</u> It is understood and agreed by the parties hereto that Developer shall execute the City's Standard Developer's Agreement.

City and Developer recognize that in exchange for giving up substantial acreage or financial compensation in lieu as the case may be, for the neighborhood park and the large impact it has on the area of the project, city is allowing the ZDA as proposed.

#### J. GENERAL PROVISIONS.

 a. <u>Cooperation</u>. The parties hereto agree to cooperate each with the other. Developer shall submit to the City all construction plans, specifications, and working drawings required by the City.

- b. <u>Amendment.</u> The parties hereto agree that the nature of this agreement is such that amendment is anticipated and expected as the development progresses. Amendments to this agreement will be prepared for consideration and approval by the City. Upon approval of the amended agreement, the parties agree to sign and execute an amended Zoning Designation Agreement for the project.
- c. <u>Entire Agreement</u>. 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.
- d. Applicable Law. This Agreement shall be construed in accordance with the laws of the State of Idaho.
- e. <u>Notices</u>. If notices from one party to the other are desired or required hereunder, such notices shall be delivered or mailed to the party to receive such at its address last known to the sender of such notice. Notices shall be deemed received on the date of hand delivery or upon seventy-two (72) hours following deposit in the United States mail, if properly addressed, stamped and sent with "return receipt requested." On the date of this Agreement, the addresses of the parties are as follows:

Developer:

GRANDVIEW FALLS, LLC

3533 East 3985 North Kimberly, Idaho 83341

City:

City of Twin Falls

P.O. Box 1907

Twin Falls, ID 83303-1907

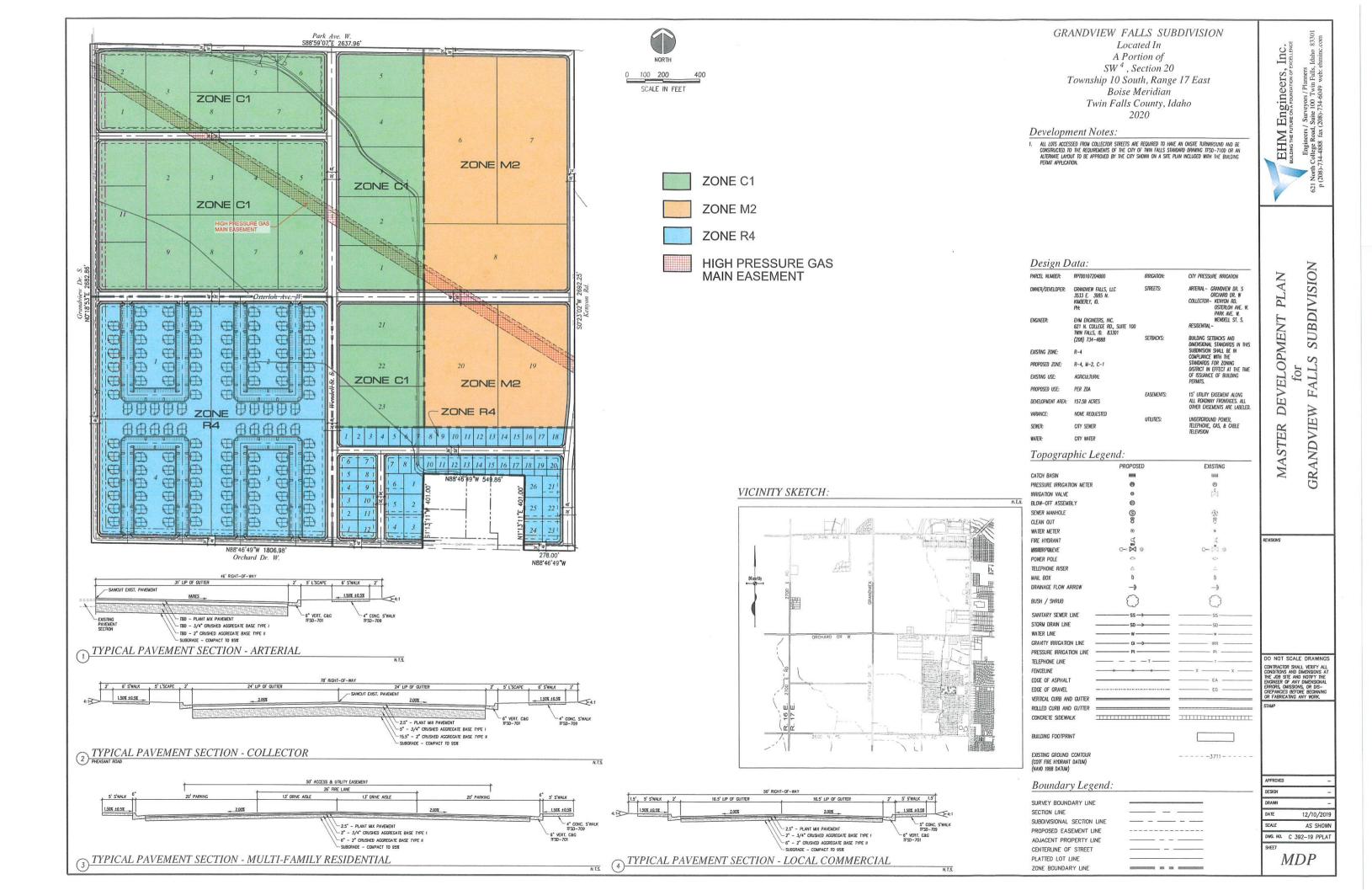
- f. <u>SUCCESSORS AND ASSIGNS</u>. This Agreement shall be binding upon the successors, assigns and legal representatives of the parties hereto. Transfer of all or a portion of the Property shall create a notation releasing the transferor from obligations under this Agreement with respect to said transferred property.
- g. <u>SEVERABILITY</u>. 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.
- h. <u>SIGNATORIES</u>. Each of the persons executing this Agreement hereby represents and warrants that he or she is duly authorized and empowered to so act on behalf of the entity for which he or she is signing, and that this Agreement is binding on, and enforceable against, such entity.
- i. <u>EFFECTIVE DATE</u>. This Agreement shall become valid and binding only upon its approval by City, through its City Council, and upon its execution by the Mayor and the Developer.

- j. <u>ATTORNEY FEES</u>. In the event that either party should be required to retain an attorney to institute litigation because of the default or breach of the other, or to pursue any remedy provided by law, the party that prevails in such litigation shall be entitled to a reasonable attorney's fee.
- k. <u>CONSTRUCTION</u>. Should any provision of this Agreement require judicial interpretation, the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party, by reason of the rule of construction that a contract is to be construed more strictly against the person who himself, or through his agents, prepared the same, it being acknowledged that both parties have participated in the preparation hereof.
- 1. <u>ATTACHMENTS</u>. All attachments to this Agreement and recitals are incorporated herein and made a part thereof as if set forth in full.
- m. <u>CAPTIONS</u>. 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.

ATTEST:  City Clerk Deput	"CITY" CITY OF TWIN FALLS  By Juanne Janorems  Mayor
	"DEVELOPER" GRANDVIEW FALLS, LLC  By:   Lance L. Whitney - Member
County and State, personally appeared Lance L. Member of Grandview Falls, LLC, that executed	, 2021 before me, a Notary Public for said Whitney, known or identified to me, to be the the said instrument.  Ito set my hand and affixed my official seal the day

NOTARY PUBLIC FOR IDAHO
Residing at Third FALLS 10
My commission expires 8.15.2024



# MASTERPLAN INDUSTRIAL PARK





FLEX BUILDING A



OFFICE WAREHOUSE BUILDING E
THIS PLAN PROVIDES:



SINGLE FAMILY RESIDENTIAL



FLEX BUILDING B
THIS PLAN PROVIDES:



OFFICE WAREHOUSE BUILDING F
THIS PLAN PROVIDES:



RESIDENTIAL

THIS PLAN PROVIDES:



FLEX BUILDING C



MULTIPLE OFFICE FLEX BUILDING G



FLEX BUILDING D
THIS PLAN PROVIDES:



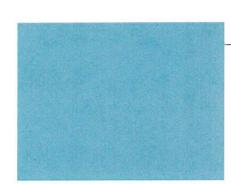
TWO STORY INDOOR STORAGE BUILDING H





# USE INFORMATION

### INDUSTRIAL PARK



#### FLEX BUILDING A

THIS PLAN PROVIDES:

LARGE INDUSTRIAL BUILDINGS WITH OFFICE ENTRANCES AND CUSTOMER PARKING ON THE FRONT AND LOADING DOCKS IN THE BACK.



#### FLEX BUILDING B

THIS PLAN PROVIDES:

LOADING AREA IS IN THE FRONT WITH THE OFFICE ENTRANCE. THE BACK CAN EITHER HAVE THE SAME OR HAVE LARGE LOADING DOCKS FOR MORE STORAGE ACCESSIBILITY





#### FLEX BUILDING C

THIS PLAN PROVIDES:

THREE SIDES ARCHITECTURALLY NICE WITH THE LOADING AREA IN THE BACK







# USE INFORMATION

### INDUSTRIAL PARK



#### FLEX BUILDING D

THIS PLAN PROVIDES:

THREE SIDES ARE ARCHITECTURALLY NICE WITH CORNER POP-OUTS. LOADING AREA IN THE BACK WITH 2 ACRES OF STORAGE YARD AND TRUCK PARKING



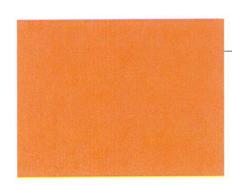


#### OFFICE WAREHOUSE BUILDING E

THIS PLAN PROVIDES:

ONLY FRONT SIDE LOOKS ARCHITECTURALLY NICE. LOADING IN THE BACK WITH .5 ACRE STORAGE YARD AND TRUCK PARKING





#### OFFICE WAREHOUSE BUILDING F

THIS PLAN PROVIDES:

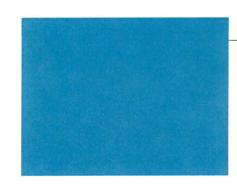
THREE SIDES ARE ARCHITECTURALLY NICE WITH CORNER POP-OUTS. LOADING AREA IN THE BACK WITH 1ACRE OF STOR-AGE YARD AND TRUCK PARKING





# USE INFORMATION

### INDUSTRIAL PARK



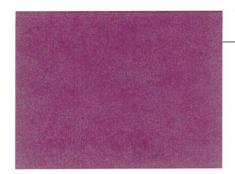
#### MULTIPLE OFFICE FLEX BUILDING G

THIS PLAN PROVIDES:

ALL SIDES ARE ARCHITECTURALLY NICE FOR PROFESSIONAL OFFICES. MULTIPLE COMPANIES COULD LEASE WITHIN EACH BUILDING.







#### TWO STORY INDOOR STORAGE BUILDING H

THIS PLAN PROVIDES:

CLIMATE CONTROLLER INDOOR STORAGE FACILITY.





#### SINGLE FAMILY RESIDENTIAL



RESIDENTIAL











