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779716

185  
FILED BY  
BOCC  
2009 SEP 15 P 12: 58  
MARIE SCOTT  
BONNER COUNTY RECORDER  
CB DEPUTY

**ORDER OF ANNEXATION**

**AMENDED and RE-RECORDED**

#779028

This matter having come before the Bonner County Board of Commissioners during a regularly scheduled business meeting on the 1<sup>st</sup> Day of September, 2009 with regard to a request by the Sam Owen Fire District to approve an annexation of a parcel of property into their district.

**THE BOARD HEREBY ORDERS AS FOLLOWS:**

**WHEREAS**, a Petition for Annexation was filed by residents of a parcel of property located outside the boundaries of the Sam Owen Fire District;

*Jy* ~~**WHEREAS**, said property is contiguous to Sam Owen Fire District boundaries;~~

**WHEREAS**, said property is located entirely within Bonner County, Idaho;

**WHEREAS**, the Board of Commissioners of Sam Owen Fire District, on the 4th day of August, 2009, held a public hearing regarding this annexation;

**WHEREAS**, after that public hearing the Sam Owen Fire District's Commissioners signed an Order of Annexation for said property;

**WHEREAS**, a certified copy of that Order is attached and incorporated herewith;

**WHEREAS**, an accurate legal description is provided in the attachments to the Sam Owen Fire District's Order of Annexation;

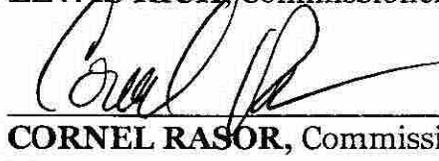
**NOW, THEREFORE, IT IS HEREBY ORDERED** that the above-described property is annexed into the Sam Owen Fire District. This Order shall be recorded and the annexed property shall be included on the tax roles pursuant to Idaho Code, Title 31, Chapter 14.

DATED this 15<sup>th</sup> day of September, 2009.

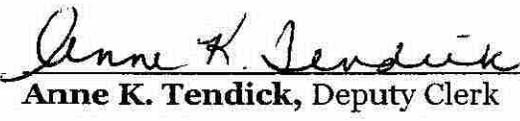
**BOARD OF BONNER COUNTY COMMISSIONERS**

  
\_\_\_\_\_  
JOE YOUNG, Chairman

  
\_\_\_\_\_  
LEWIS RICH, Commissioner

  
\_\_\_\_\_  
CORNEL RASOR, Commissioner

**ATTEST:**

  
\_\_\_\_\_  
Anne K. Tendick, Deputy Clerk

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**THE BOARD HEREBY ORDERS AS FOLLOWS:**

**WHEREAS**, a Petition for Annexation was filed by residents of a parcel of property located outside the boundaries of the Sam Owen Fire District;

**WHEREAS**, said property is contiguous to Sam Owen Fire District boundaries;

**WHEREAS**, said property is located entirely within Bonner County, Idaho;

**WHEREAS**, the Board of Commissioners of Sam Owen Fire District, on the 4<sup>th</sup> day of August, 2009, held a public hearing regarding this annexation;

**WHEREAS**, after that public hearing the Sam Owen Fire District's Commissioners signed an Order of Annexation for said property;

**WHEREAS**, a certified copy of that Order is attached and incorporated herewith;

**WHEREAS**, an accurate legal description is provided in the attachments to the Sam Owen Fire District's Order of Annexation;

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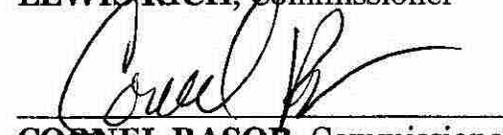
**NOW, THEREFORE, IT IS HEREBY ORDERED** that the above-described property is annexed into the Sam Owen Fire District. This Order shall be recorded and the annexed property shall be included on the tax roles pursuant to Idaho Code, Title 31, Chapter 14.

DATED this 15<sup>th</sup> day of September, 2009.

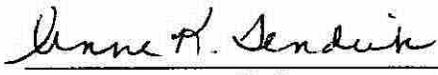
**BOARD OF BONNER COUNTY COMMISSIONERS**

  
\_\_\_\_\_  
JOE YOUNG, Chairman

  
\_\_\_\_\_  
LEWIS RICH, Commissioner

  
\_\_\_\_\_  
CORNEL RASOR, Commissioner

**ATTEST:**

  
\_\_\_\_\_  
Anne K. Tendick, Deputy Clerk

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# SAM OWEN FIRE DISTRICT

RESOLUTION NO. 09-7-14-1

## ANNEXATION OF THE MARTIN PROPERTY

**WHEREAS**, Idaho Code 31-1411 provides that the Board of Sam Owen Fire District Commissioners may accept noncontiguous territory for annexation into the district if it is not less than forty (40) contiguous acres; and,

**WHEREAS**, Idaho Code 31-1411 provides that if at least seventy-five percent (75%) or more of the owners or contract purchasers of the land sought to be annexed have signed a petition; and,

**WHEREAS**, the Board of Sam Owen Fire District Commissioners upon receipt of the enclosed petition has held a public hearing in compliance with Idaho Code 31-1411 and no person objected to the annexation request; and,

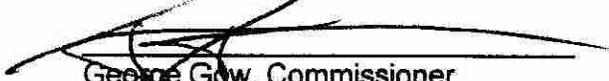
**NOW, THEREFORE, BE IT RESOLVED** by the Sam Owen Fire District Commissioners that we approve of the annexation of the territory identified in the attached legal description; and,

**IT IS ALSO RESOLVED** that the Sam Owen Fire District Commissioners direct the secretary to submit a copy of this said order containing an accurate legal description to the Bonner County Board of Commissioners so that they can enter an order of annexation and cause the same to be recorded so as to include the annexed property on the tax rolls.

**ADOPTED** as a Resolution of the Board of Commissioners upon a Motion made by Commissioner George Gow, seconded by Commissioner Karen Mosiman, upon which a majority vote was had on the 4th day of August, 2009.

### SAM OWEN FIRE DISTRICT BOARD OF COMMISSIONERS

  
\_\_\_\_\_  
Gary L. Deaner, President

  
\_\_\_\_\_  
George Gow, Commissioner

Karen Mosiman  
\_\_\_\_\_  
Karen Mosiman, Commissioner & Treasurer

**ACTION TAKEN:**

08, 04, 09  
by J. Butts

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PETITION TO ANNEX LANDS LOCATED IN BONNER COUNTY,  
STATE OF IDAHO, INTO THE SAM OWEN FIRE PROTECTION DISTRICT  
LOCATED IN BONNER COUNTY, STATE OF IDAHO.

Pursuant to Idaho Code section 31-1411, we, the below signed holders of the title to lands in Bonner County, State of Idaho, and aggregating not less than forty (40) acres of contiguous territory, do hereby request and petition the Board of Commissioners for the Sam Owen Fire Protection District, State of Idaho, County of Bonner, to annex said lands located:

**Parcel 2:**

All that portion of the South half of the Northwest quarter and all that Portion of the Northeast quarter of the Southwest quarter of Section 28, Township 56 North, Range 2 East, Boise Meridian, Bonner County, Idaho, lying North of the North right of way line of the Burlington Northern Railway Company and South of Highway 200.

EXCEPT that portion of the Northwest quarter of Section 28, Township 56 North, Range 2 East, Boise Meridian, Bonner County, Idaho, described as follows:

BEGINNING at the intersection of the West line of said Section 28 with the Southerly right of way line of State Highway 200;

Thence South 0 26'46" West along said West line, a distance of 573.6 feet, more or less, to the Northerly right of way line of the Burlington Northern Railroad.

Thence South 47 04'53" East along said Northerly right of way line, a distance of 477.7 feet.

Thence North 57 51'16" East, 1180.1 feet to said Southerly right of way line of State Highway 200;

Thence Westerly along said Southerly right of way line of State Highway 200, a distance of 1379.0 feet, more or less, to the Point of Beginning.

ALSO EXCEPT that portion of the following described property lying South of Highway 200;

Beginning at the Northwest corner of the South half of the Northwest quarter of Section 28, Township 56 North, Range 2 East, Boise Meridian, Bonner County, Idaho.

Thence South 89 49'45" East along the North line of the South half of the Northwest quarter a distance of 989.0 feet to the True Point of Beginning.

Thence continuing South 89 49'45" East along said North line 385.0 feet;

Thence leaving said North line South 14 49'45" East 416.0 feet;

Thence North 89 49'45" West 208.0 feet;

Thence North 14 49'45" East 300.0 feet;

Thence North 61 24'20" West 235.40 feet to the True Point of Beginning.

**Parcel 3:**

That portion of the following described property lying South of Highway 200;

Beginning at the Northwest corner of the South half of the Northwest quarter of Section 28, Township 56 North, Range 2 East, Boise Meridian, Bonner County, Idaho;

Thence South 89 49'45" East along the North line of the South half of the Northwest quarter a distance of 989.0 feet to the True Point of Beginning.

Thence continuing South 89 49'45" East along said North line 385.0 feet;

Thence leaving said North line South 14 49'45" East 416.0 feet;

Thence North 89 49'45" West 208.0 feet;

Thence North 14 49'45" East 300.0 feet;

Thence North 61 24'20" West 235.40 feet to the True Point of Beginning.

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NAME (PRINTED)                      SIGNATURE                      ADDRESS                      CITY/POST OFFICE                      DATE

THE MITCHELL A MARTIN and KAREN C. MARTIN FAMILY TRUST

DATED AUGUST 9, 2005 BY MITCHELL A. MARTIN TRUSTEE

MITCHELL A. MARTIN *Mitchell A. Martin* PO BOX 345 HOPE, ID 83836 7-14-09

[Empty lined area for additional text]

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I, Robert Wathen, being first duly sworn, say: That every person who signed this sheet of the foregoing petition signed his or her name thereto in my presence: I believe that each has stated his or her name, Post Office address and residence correctly, that each signer is property owner in the State of Idaho, County of Bonner.

Signed: Robert Wathen

Address: 129 Sun Ray Dr  
Hope, ID. 83836

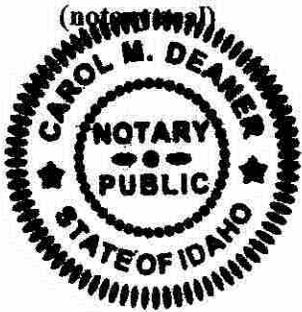
SUBSCRIBED AND SWORN to before me this 18 day of July, 2009

Signed: Carol M. Deaner

Notary Public - State of Idaho

Residing at: 1471 Peninsula Rd Hope, Id

My Commission Expires: 11/12/09



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CLIENT COPY

DECLARATION OF TRUST

Made as of August 9, 2005

by

MITCHELL A. MARTIN

and

KAREN C. MARTIN

Trustors

and

MITCHELL A. MARTIN

and

KAREN C. MARTIN

Trustees

Name Of Trust:

THE MITCHELL A. MARTIN and KAREN C. MARTIN  
FAMILY TRUST dated August 9, 2005

Prepared by:

Louis A. Silverman, Esq.  
RICHARDSON AND SILVERMAN  
423 S. Mill Avenue  
P.O. Box 1680  
Tempe, Arizona 85281  
Telephone: (480) 968-7715

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**THE MITCHELL A. MARTIN and KAREN C. MARTIN FAMILY TRUST**

By this agreement, entered into this 9<sup>th</sup> day of August, 2005, between MITCHELL A. MARTIN and KAREN C. MARTIN, as trustors (referred to individually as the "husband Trustor" or the "wife Trustor" and referred to jointly as the "Trustors") and as trustees (referred to as the "Trustee"), the Trustors create a revocable living trust, to be known as THE MITCHELL A. MARTIN and KAREN C. MARTIN FAMILY TRUST and to be administered in accordance with the terms of this agreement. The assets held in this trust or in any subtrust created hereunder are sometimes referred to as the "Trust Property".

**ARTICLE ONE  
DESCRIPTION OF TRUST ASSETS  
(COMMUNITY, JOINT, SEPARATE)**

The property described on the attached Schedule A is the husband Trustor's separate property and the property described on the attached Schedule B is the wife Trustor's separate property. Any Trust Property not described on Schedule A or B shall be deemed to be the Trustors' community property (during any period in which the Trustors are residing in a community property state) or the Trustors' joint property, owned by the two of them equally (during any period in which the Trustors are residing in a state which is not a community property state). The income and appreciation of the Trustors' separate, joint or community property shall retain the same character as the property from which it is generated. Each Trustor's separate property, if any, and his interest in the joint and/or community property held in this trust are sometimes referred to as such Trustor's Trust Property.

**ARTICLE TWO  
POWERS RESERVED BY THE TRUSTOR  
(FOR THEMSELVES AND FOR THE SURVIVOR OF THEM)**

2.1 **During Trustors' Joint Lifetimes.** While both Trustors are living and competent, any terms of this agreement dealing with the Trustors' joint property or community property may be amended or revoked by both Trustors; in addition, each Trustor may amend any provision insofar as it governs the administration and distribution of such Trustor's one-half interest in the joint or community property following his death. Either Trustor may amend or revoke any terms of this agreement dealing with his separate property. During any period in which either Trustor is incompetent, the other Trustor may segregate his one-half portion of any joint or community property and thereafter may amend or revoke this instrument with respect to such portion; this agreement shall not be subject to amendment or revocation with respect to the community or joint property portion of the incompetent Trustor.

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living and competent or, if neither Trustor is living and competent, then with the approval of a majority of the Schedule E1 and Schedule E2 beneficiaries (or, if none of them is living and competent, a majority of the Schedule F1 and Schedule F2 beneficiaries) who would then be entitled to share in the Trust Property, a successor Trustee may accept the account rendered and the property received as a full and complete discharge to the predecessor Trustee, without incurring any liability for so doing.

## **ARTICLE TEN PROVISIONS GOVERNING TRUSTEES**

**10.1 Authority of Trustors as Co-Trustees.** During any period in which the two original co-trustees are serving, either of them may exercise the authority of the Trustee alone, without the consent of the other one. It is the Trustors' intent by this paragraph to give flexibility to their affairs, so that both of their signatures will not be required on trust transactions. Any person dealing with either original co-trustee may rely on any act of that co-trustee as having been duly authorized.

**10.2 Authority of Other Co-Trustees.** Whenever there are two or more co-trustees other than the original co-trustees, all acts of the Trustee shall be by joint vote (in the case of two (2) co-trustees) or by majority vote (in the case of three (3) or more co-trustees). A dissenting trustee shall have no liability for carrying out the acts of the majority of the co-trustees.

**10.3 No Bond Required.** No Trustee shall be required to give bond or surety or to be appointed by or account to any court for the administration of any trust created under this agreement.

**10.4 Trustee To Have Broad Powers.** The Trustee shall have all powers granted by law and all powers which may be exercised by individuals owning similar property in their own right; without limiting the generality of the foregoing, but only by way of illustration, the Trustee shall have the authority to do any of the following:

10.4.1 Receive additions to the trust from any source, and administer such additions according to the terms of this agreement;

10.4.2 Retain indefinitely without liability for loss, any property or interest in property received in kind regardless of the degree of risk, the effect on diversification or the unproductivity of the asset, and despite any law restricting investments by trustees;

10.4.3 Manage, sell, exchange, lease, rent, grant or exercise options to purchase and execute contracts concerning Trust Property for such considerations and upon such conditions and payment terms as the Trustee determines, without regard to the termination date of any trust; provide for exoneration of the Trustee from personal liability in any contract;

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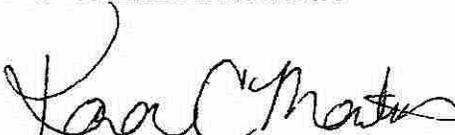
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Arizona and/or such other state or country as may be designated by the Trustee pursuant to this Article Eleven; (c) the administration of this trust and of any separate trust created hereunder shall be governed by the laws of the state or country in which any such trust is then being administered based upon this Article Eleven; (d) and the preceding provisions of this paragraph shall apply to this trust as a whole and to any separate trust created hereunder, individually, even though the situs of some trust assets or the domicile of either Trustor, the Trustee or a beneficiary may be elsewhere.

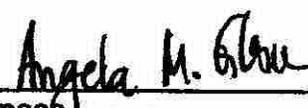
The rights, duties and obligations created under this agreement and the terms and conditions of this agreement, except as expressly provided to the contrary, shall inure to the benefit of and be binding upon the parties, their executors, personal representatives, administrators, successors and assigns. In witness whereof, MITCHELL A. MARTIN and KAREN C. MARTIN, as Trustors and as Trustees, have hereunto set their hands on the date indicated and, being first duly sworn, do hereby declare to the undersigned authority that they have signed and delivered this instrument as their free and voluntary acts, for the uses and purposes stated herein.

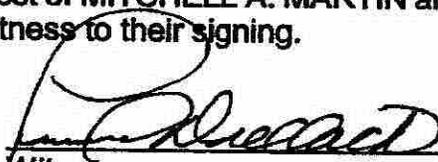
  
\_\_\_\_\_  
MITCHELL A. MARTIN

  
\_\_\_\_\_  
KAREN C. MARTIN

Trustors and Trustees

We, the undersigned witnesses, sign our names to this instrument and, being first duly sworn, do hereby declare to the undersigned authority that in our presence MITCHELL A. MARTIN and KAREN C. MARTIN have signed, executed and acknowledged this instrument as their free and voluntary acts for the uses and purposes stated herein, and that each of us, in the presence and at the request of MITCHELL A. MARTIN and KAREN C. MARTIN, hereby signs this instrument as witness to their signing.

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Witness

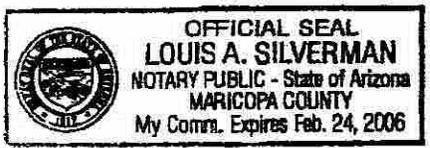
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STATE OF ARIZONA )  
 ) ss.  
County of Maricopa )

Subscribed in my presence this 9th day of August, 2005, by MITCHELL A. MARTIN and KAREN C. MARTIN and by Angela M. Gibson and LINDA DEELUCK known to me (or satisfactorily proven to me) to be the persons whose names are subscribed to the foregoing instrument as Trustors, Trustees and witnesses.

*[Signature]*  
Notary Public

Notary Expiration Date



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# Sam Owen Fire District

P.O. Box 344  
Hope, ID 83836



208.264.5745  
sofd@imaxmail.net

August 11, 2009

Bonner County Commissioners  
1500 S. Highway 2  
Sandpoint, ID 83864

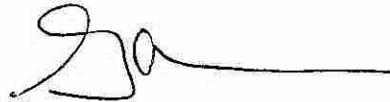
Dear Sirs:

The Board of Commissioners of the Sam Owen Fire District would like to submit this annexation request for your review and approval under the statutes of Idaho State law.

We have enclosed a notarized petition with the signature of the trustee representing the trust which owns the property to be annexed into the district. The petition also includes the legal description of the property. Included is the resolution passed by the SOFD Board of Commissioners accepting the annexation request from the Martin Trust.

We request to be placed on the Bonner County Commissioners' meeting agenda so that we can move forward regarding this annexation.

Sincerely,



Gary L. Deaner  
Chairman, SOFD Board of Commissioners

Encl.

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