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DANIEL J. ENGLISH 9P I 2176287000
KOOTENAI CO. RECORDER Page 1 of 9
BBB Date 09/03/2008 Time 09:57:57
REC-REQ OF ROSS POINT WATER DISTRICT
RECORDING FEE: 27.00
2176287000 XX 9

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI

IN THE MATTER OF THE PETITION
FOR ANNEXATION INTO ROSS POINT
WATER DISTRICT:

TOMLINSON NORTH IDAHO, INC., an
Idaho corporation

Petitioners

ORDER FOR ANNEXATION INTO
ROSS POINT WATER DISTRICT

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TECHNICAL SUPPORT

I. COURSE OF PROCEEDINGS:

1.01 Pursuant to Idaho Code § 42-3218, TOMLINSON NORTH IDAHO, INC., an Idaho corporation, owner of that certain real property listed herein below, filed a petition on August 11th, 2008 with the ROSS POINT WATER DISTRICT to include within the District the following described real property:

SEE EXHIBIT "A" ATTACHED HERETO.

A copy of said Petition is attached hereto as Exhibit "B".

1.02 Pursuant to Idaho law, the Secretary of the Board of Commissioners for ROSS POINT WATER DISTRICT published notice of the filing of said petition, including the names of petitioner, the description of land to be included and the prayer of petitioner, setting forth a public hearing date of September 2nd, 2008. A copy of said Notice is attached hereto as Exhibit "C", and is incorporated herein by reference.

On or before August 21st, 2008, said notice was published in the *Coeur d'Alene Press*. Proof of Publication is attached hereto as Exhibit "D", and is incorporated herein by reference.

1.03 In accordance with the provisions of Idaho Code § 42-3218, the ROSS POINT WATER DISTRICT Board of Commissioners heard the petition for annexation and

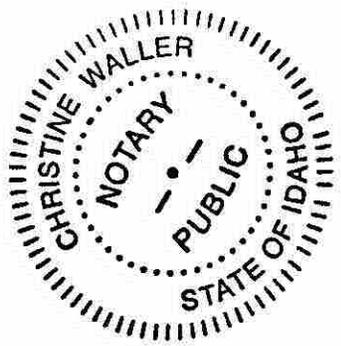
all objections thereto, presented in writing, by any person showing cause why said petition should not be granted, and fully considered the same.

II. ORDER OF ROSS POINT WATER DISTRICT

The ROSS POINT WATER DISTRICT Board of Commissioners having determined that it is in the best interest of the District to include the subject real property within the District hereby grant the petition for annexation, subject to the following conditions and order that the real property described on Exhibit "A" be included within the ROSS POINT WATER DISTRICT, subject to the condition that Petitioners enter into a written Annexation Agreement which includes the following terms:

See Exhibit "E" attached hereto and incorporated herein by reference.

DATED this 2nd day of September, 2008.



ROSS POINT WATER DISTRICT
BOARD OF COMMISSIONERS

[Signature]
TOM TAYLOR, President

[Signature]
MAX WILSON, Commissioner

[Signature]
DUANE HANNA, Commissioner

ATTEST:
[Signature]
CHRIS WALLER

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BEFORE THE BOARD OF DISTRICT COMMISSIONERS
OF THE ROSS POINT WATER DISTRICT

IN THE MATTER OF THE PETITION FOR
ANNEXATION INTO ROSS POINT
WATER DISTRICT:

TOMLINSON NORTH IDAHO, INC., an
Idaho corporation

Petitioner

PETITION FOR ANNEXATION INTO
ROSS POINT WATER DISTRICT

COMES NOW, TOMLINSON NORTH IDAHO, INC., an Idaho corporation, owners
of that certain real property listed herein below and hereby pray and petition the Board
of Commissioners of the Ross Point Water District to include within the District the
following described real property:

Please see exhibit "A" attached hereto and by reference made a part hereof.

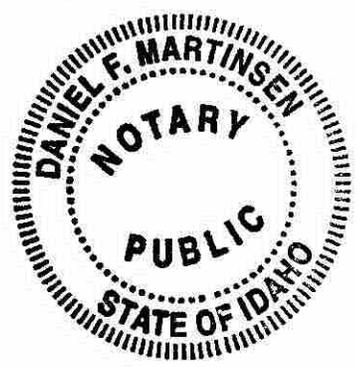
DATED this 11th day of AUGUST, 2008.

Petitioner: TOMLINSON NORTH IDAHO, INC.

By: Jim A. Mueller
Its: President

STATE OF IDAHO)
) ss
COUNTY OF KOOTENAI)

On this 11th day of August, 2008, before me, a Notary Public in and
for said State, personally appeared Tim A. Mueller, known or identified to
me to be the President (title) of TOMLINSON NORTH IDAHO, INC., that he
executed the within instrument on behalf of said corporation and acknowledged to me that
such corporation executed the same.



Daniel F. Martensen
NOTARY PUBLIC for the State of Idaho
Residing at: COA #11
My Commission Expires: 11-25-2011

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EXHIBIT A
PROPOSED RPWD ANNEXATION

A parcel of land being a portion of Section 30, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, Idaho and being more particularly described as follows:

Beginning at the Center Quarter corner of said Section 30 being monumented by a 2-1/2 inch aluminum cap per CP&F 2107365000 from which the North Quarter corner bears N01°01'04"E a distance of 2623.98 feet.

Thence, N01°00'43"E a distance of 2593.98 feet to the South right of way of Prairie Avenue;

Thence, along said South right of way, N88°29'45"W a distance of 1316.44 feet to a point;

Thence, leaving said South right of way, S01°01'30"W a distance of 2604.39 feet to a point on the North line of the Southwest Quarter of said Section 30;

Thence, along said North line, N88°56'57"W a distance of 7.30 feet to a point;

Thence, leaving said North line, S00°58'41"W a distance of 1328.48 feet to a point on the North line of the South half of the South half of said Section 30;

Thence, along said North line, S88°33'21"E a distance of 1321.53 feet to a point;

Thence, leaving said North line, N00°56'00"E a distance of 230.40 feet to a 2 inch USDA brass cap;

Thence, N83°31'31"E a distance of 718.17 feet to a 2 inch USDA brass cap;

Thence, N83°30'53"E a distance of 615.07 feet to a 2 inch USDA brass cap;

Thence, S00°21'04"W a distance of 378.00 feet to a point;

Thence, S89°15'34"E a distance of 1294.48 feet to a 5/8 inch rebar with yellow plastic cap marked PLS 9367 on the West right of way of Meyer Road;

Thence, along said West right of way, N01°00'40"E a distance of 1304.15 feet to a 5/8 inch rebar with yellow plastic cap marked PLS 9367;

Thence, continuing along said West right of way, N01°00'57"E a distance of 1178.55 feet to a point;

(21)

Thence, leaving said West right of way, N89°36'16"W a distance of 1724.04 feet to a 2 inch USDA brass cap;

Thence, S19°44'39"W a distance of 1223.63 feet to a 5/8 inch USDA brass cap on the South line of the Northeast Quarter of said Section 30;

Thence, along said South line, N89°00'29"W a distance of 501.53 feet to the True Point of Beginning.

Said parcel containing 240.420 acres of land, more or less.

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Advertising Receipt

Coeur d'Alene Press
P.O. Box 7000
Coeur d'Alene, ID 83816
Phone: (208) 664-8176
Fax: (208) 664-0212

ROSS POINT WATER DISTRICT - LEGAL
PO BOX 70
POST FALLS, ID 83877

Customer #: 08100504-000
Ad #: 08535023
Job #: 08535023
Phone:
Date: 08/26/08
Description: LEGAL 4395

Run Date	Insertion Number	Sales Person	Description	Ad Type	Size	Rate Code	Total Cost
08/26/08	08535024		07 LEGALS AFFIDAVIT FEE \$8.00	LE	0.00 x 0.00	UL	94.64 8.00

Total: 102.64

Tax: 0.00

Prepayment: 0.00

Total Due 102.64

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NOTICE OF PUBLIC HEARING ON PETITION FOR ANNEXATION

COMES NOW, the Board of Commissioners of Ross Point Water District and hereby gives notice that a Petition for Annexation into Ross Point Water District has been filed by TOMLINSON NORTH IDAHO, INC. to include within the District the following described real property:

SEE EXHIBIT "A"

All interested persons should appear at the Office of Ross Point Water District located at 3874 East Primrose, Post Falls, Idaho on the 2nd day of September, 2008 at 1:00 p.m. and show cause in writing, if any they have, why the petition should not be granted. The failure of any person to show cause in writing shall be deemed as an assent on his part to the inclusion of such lands in the District as prayed in the petition.

DATED this 13th day of August, 2008.

ROSS POINT WATER DISTRICT

By: Chris Waller
CHRIS WALLER, Secretary

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EXHIBIT "E"
CONDITIONS FOR ANNEXATION

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1) Petitioner shall be responsible for making all infrastructure improvements required by the District or the Idaho Department of Environmental Quality (DEQ) and the payment of the costs therefore. Petitioner shall employ a qualified engineer, registered in the State of Idaho, to design and supervise construction of all infrastructure improvements in accordance with DEQ and District standards. Petitioner shall pay the District for all District inspections and for any District engineering oversight during construction activities. Petitioner and Petitioner's engineer, however, shall be fully responsible for the quality of construction, shall coordinate inspection activities with the District inspector and shall certify to the District and DEQ by certification letter that the improvements were installed and are operating in accordance with District and DEQ standards and specifications prior to the District accepting the work. Petitioner also agrees to have its water plans and specifications reviewed and approved by the District Engineer and DEQ prior to construction. Petitioner shall be solely and exclusively responsible for obtaining all approvals by relevant regulatory agencies. Petitioner shall be responsible to reimburse the District for District Engineer review and approval costs, ~~including costs for a water study~~, if determined necessary by the District, associated with Petitioner's development. All such costs shall be fully reimbursed within 14 (FOURTEEN) days of the postmark of all invoices.

2) Petitioner shall provide the District with any and all easements or rights of way determined by the District to be necessary to maintain or improve the infrastructure necessary for the deliverance of water to the real property being annexed hereby contemporaneous with the District's acceptance of the water delivery system constructed by Petitioner. Petitioner agrees that the easement granted shall be consistent with any and all recommendations and requirements of the Idaho Department of Environmental Quality. Petitioner shall be responsible for any and all expenses associated with such easements or rights of way, including but not limited to costs of surveying, engineering or legal fees.

3) Hook up to the District's water supply shall be in accordance with the rules and regulations of the District at the time of hookup. Payment for hookup fees shall be at the current rate of the District at time of hookup.

4) The District will not be required to provide any service that in its sole discretion it determines cannot be provided due to a lack of infrastructure, and service by the District is solely dependent on the ability of the District to provide the same from time to time.

5) Contemporaneously with the execution of the Annexation Agreement, Petitioner shall convey to the District any and all water rights associated with the real property being annexed.

6) Petitioner shall reimburse the District for any and all engineering and legal expenses related to annexation or the preparation of any documents relevant thereto.

7) Petitioner, and its successors or assigns, shall comply with all rules, regulations and requirements of the District now in effect, or adopted in the future.

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AFFIDAVIT OF PUBLICATION

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STATE OF IDAHO, }
County of Kootenai, } ss.

Heather Holman being first duly sworn upon oath deposes and says:

1. I am now and at all times hereinafter mentioned was a citizen of the United States, resident of the State of Idaho, over the age of twenty-one years and not a party of the above entitled action.

2. I am now and at all times hereinafter mentioned was the printer (principal clerk) of the "Coeur d'Alene Press," a newspaper printed and published daily except Sunday in Coeur d'Alene, Kootenai County, Idaho, and having a general circulation in said county.

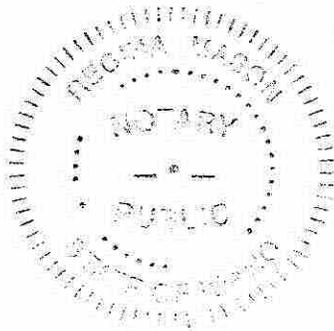
3. The Legal Notice

of which the annexed is a printed copy, was published in the regular Thursday issue of said newspaper for 1 consecutive week commencing on the 21 day of August 2008, and ending on the 21 day of August 2008, and such publication was made as often during said period as said daily newspaper was regularly issued.

4. That said newspaper has been continuously and uninterruptedly published in said Kootenai County, during a period of more than seventy-eight consecutive weeks immediately prior to the first publication of said notice. Heather Holman. On this 21 day of August in the year of 2008, before me, a Notary Public, personally appeared Heather Holman, known or identified to me to be the person whose name subscribed to the within instrument, and being by me first duly sworn, declared that the statements therein are true, and acknowledged to me that he executed the same.

Regina Mason
Notary Public for the State of Idaho,
residing at Coeur d'Alene, Idaho.

MY COMMISSION EXPIRES 6/18/09



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Thence, leaving said South right of way, S01°01'30" a distance of 2604.39 feet to a point of the North line of the Southwest Quarter of Section 30;

Thence, along said North line, N88°56'57"W a distance of 7.30 feet to a point;

Thence, leaving said North line, S00°58'41"W a distance of 1238.48 feet to a point of the North line of the South half of the South half of said Section 30;

Thence, along said North line, S88°33'21"E a distance of 1321.53 feet to a point;

Thence, leaving said North line, N00°56'00"E a distance of 230.40 feet to a 2 inch USDA brass cap;

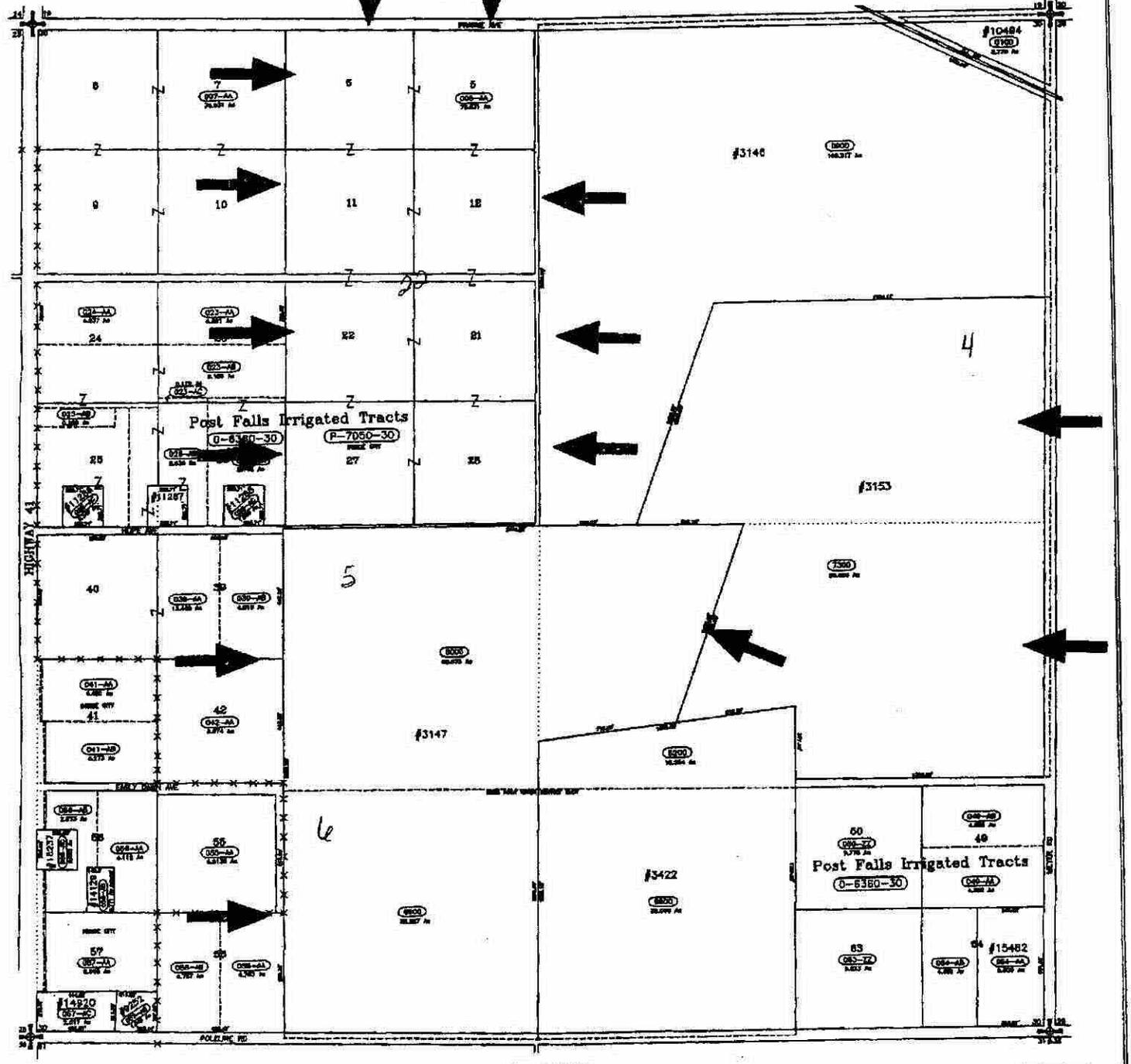
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Sec. 30 Twp. 51 N. R. 4 W.B.M.

51N04W-30



SCALE: 1 INCH = 400 FEET

Sec. 30 Twp. 51 N. R. 4 W.B.M.

THIS SKETCH IS FURNISHED WITHOUT
 CHARGE SOLELY FOR THE PURPOSE OF
 ASSISTING IN LOCATING SAID PREMISES
 AND THE FIRST AMERICAN TITLE COMPANY
 ASSUMES NO LIABILITY FOR INACCURACIES
 THEREIN.

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