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BEFORE THE BOARD OF DIRECTORS OF  
STAR SEWER & WATER DISTRICT,  
ADA COUNTY, IDAHO

TECHNICAL SUPPORT

|                                     |   |               |
|-------------------------------------|---|---------------|
| IN THE MATTER OF THE INCLUSION      | ) | ORDER OF      |
| OF CERTAIN REAL PROPERTY WITHIN THE | ) | INCLUSION AND |
| STAR SEWER AND WATER DISTRICT       | ) | ANNEXATION    |
| GENERALLY KNOWN AS THE CHURCH OF    | ) |               |
| JESUS CHRIST OF LATTER-DAY SAINTS   | ) |               |
| RELIGIOUS MEETINGHOUSE              | ) |               |

THIS MATTER having come on regularly for hearing on the 18<sup>th</sup> day of August, 2009, pursuant to a petition filed with the Board of the Star Sewer and Water District (the District) on or about March 16, 2009, filed and presented by , Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, petitioners and owners of the real property proposed for inclusion, and pursuant to a notice by publication in The Idaho Statesman, a newspaper of general circulation within the District, on August 3, 2009 and August 10, 2009, the proof of which more fully appears in the Affidavits of Publication attached hereto as Exhibit "A." The Board has heard, considered, and passed upon any protests that were presented at or filed in writing in advance of the hearing held and conducted on August 18, 2009, as fully set forth in the proceedings of said hearing, and all of such protests are hereby overruled. No Petitioner has withdrawn his or her petition subsequent to the announcement of the conditions set forth below. Since the property proposed to be annexed was not contained in the original boundaries of the District, the Board will require that the property be annexed subject to the Conditions of Annexation attached hereto as Exhibit "B."

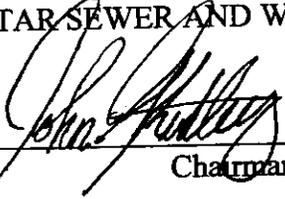
Upon examining the Petition for Annexation (inclusion) of Property, hearing and examining the Petitioners and examining all proof (documentary and oral) submitted for

the Board's consideration, the Board found and concluded that (i) the said Petition for Annexation (inclusion) of Property was in substantial compliance with the law and executed by the Petitioners and acknowledged in the manner required by law; (ii) it would be in the best interest of the District and the Property affected to annex and include the property of the Petitioners, subject to all conditions enumerated in the said Petition and as hereinafter specified; (iii) the Notice of Hearing of said Petition was given in the manner required by law; and (iv) there is not a good cause to deny the Petition for Annexation.

NOW, THEREFORE, IT IS ORDERED that it is in the best interests of the Petitioners and the District that the property (and as more specifically described in Exhibit "B" (Conditions of Annexation), attached hereto) be and the same is hereby included within the District subject to all of the (i) limitations and obligations imposed by Sections 42-3218 and 42-3220, Idaho Code, (ii) all the conditions enumerated and specified in the Petition for Annexation; and (iii) subject to all conditions specified in the Conditions of Annexation as announced and passed at the Board meeting of September 18, 2006, pursuant to the above conditions.

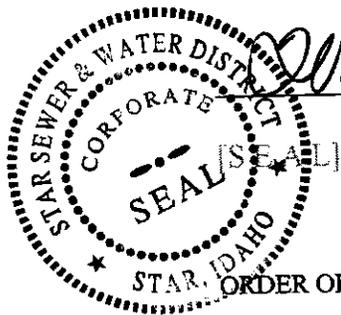
ADOPTED AND APPROVED by the Board of Directors of the Star Sewer and water District of Ada County, Idaho this 20 day February 2010.

STAR SEWER AND WATER DISTRICT

  
\_\_\_\_\_  
Chairman

ATTEST:

  
\_\_\_\_\_  
Secretary



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**EXHIBIT B**  
**BEFORE THE BOARD OF DIRECTORS OF THE**  
**STAR SEWER AND WATER DISTRICT**  
**ADA COUNTY, IDAHO**

IN THE MATTER OF THE INCLUSION )  
INTO THE STAR SEWER AND WATER )  
DISTRICT CERTAIN REAL PROPERTY )  
GENERALLY KNOWN AS THE )  
CHURCH OF JESUS CHRIST OF LATTER-DAY )  
SAINTS RELIGIOUS MEETINGHOUSE )  
THAT IS MORE PARTICULARLY )  
DESCRIBED IN ATTACHMENT A )  
\_\_\_\_\_ )

CONDITIONS OF  
ANNEXATION

WHEREAS, Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole ("Petitioner"), would like to build a religious meetinghouse (the "Development") on that certain real property specifically described on Attachment A, annexed hereto (the "Property"); and

WHEREAS, Petitioner filed a Petition for the inclusion of the Property in the Star Sewer and Water District on March 16, 2009; and

WHEREAS, the Star Sewer and Water District ("District") held a public hearing on August 18, 2009, pursuant to Idaho Code Section 42-3218; and

WHEREAS, the Board of Directors ("Board") of the District has determined that it is in the best interest of the District to annex the Property into the District subject to certain conditions.

NOW THEREFORE, THE STAR SEWER AND WATER DISTRICT BOARD OF DIRECTORS HEREBY MAKES THE FOLLOWING CONDITIONS OF ANNEXATION:

1. The Petitioner shall be required to construct and pay for all sewer lines, sewer service lines, all water lines, water service lines, water meter facilities, fire hydrants, valves, and all other water and sewer appurtenances including road repairs necessary to extend sewer collection lines and water lines from the District's existing collection lines and water system to and throughout the Property, as necessary for Petitioner's Development, and in accordance with the District water and sewer standards

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and specifications. The Petitioner shall employ an engineer, registered in the State of Idaho, to design and inspect water and sewer facilities in accordance with DEQ and District standards. The Petitioner's engineer shall provide full time inspection during major construction activities and shall submit a certification letter to the District certifying that the water and sewer facilities were installed in accordance with District and DEQ standards and specifications.

2. Sewer service from the District calls for the need to construct sewer lines to and through the Property in accordance with District standards. The Petitioner shall, therefore, provide a platted road or a dedicated easement through the Property following a jointly agreed upon alignment for all public sewer lines at no cost to the District. These required easements or road right-of-ways shall provide a sixty (60) foot temporary construction easement and a twenty (20) foot permanent maintenance easement. These sewer lines may be constructed either by the District or the Petitioner. If the District elects to have the Petitioner responsible for the construction of these major interceptor lines, they shall do so under the following conditions. When the Petitioner is responsible for constructing the sewer lines, the Petitioner shall construct these sewer lines at the appropriate line and grade as called for on the District Sewer Interceptor Line Master Plan and as provided by the District. In this case the Petitioner shall be responsible to pay for all costs associated with design, construction and construction supervision and inspection for all sewer lines.

3. Water service from the District calls for the need to construct water transmission line facilities through the Property, as necessary for Petitioner's Development. The Petitioner shall be required to construct and install, at the Petitioner's expense, these water transmission facilities including water lines, valves, and fire hydrants in accordance with District standards. The Petitioner shall provide a fifty (50) foot temporary construction easement and a twenty (20) foot permanent easement for all such water transmission lines at no additional cost to the District.

4. The Petitioner shall be required to pay Service Availability Fees for both water and sewer for each equivalent residential lot or equivalent dwelling unit prior to constructing the facility. These fees represent the cost to the District of providing sewer facilities and water supply facilities in the proper location and of sufficient size and

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capacity to provide future water and sewer service. The Sewer Service Availability Fee shall be paid at the current rate as set by the Board of the Directors. This rate at this time for sewer service availability fee is \$3,500.00 per equivalent dwelling unit and the water service availability fee is \$1,000.00 per equivalent dwelling unit. These service availability fees are set by the District periodically and will remain the same for all equivalent dwelling units until the board adjusts such service availability fees by resolution.

5. The Petitioner shall be responsible to reimburse the District for all costs associated with legal, engineering and administrative fees associated with the annexation. These annexation fees shall include time required for the District Engineer to review the water and sewer system plans and specifications and additional time necessary for the District to assure that the Petitioner is providing adequate inspection and certification of the construction of all water and sewer facilities. Once the District Engineer has accepted the construction and Petitioner certification of the water and sewer facilities, the District will assume maintenance responsibilities of the water and sewer facilities, excluding private service lines.

6. The Petitioner shall have his engineer design all water and sewer facilities using the new USGS horizontal and control datum. The USGS datum points are based horizontally on the North American Datum of 1983 (NAD 83) and vertically on the North American Vertical Datum of 1988 (NAVD 88). The location and identification number of each control point is available through the USGS. The Star control point has been labeled point number 154 and is located on Star Road just north of State Highway 44. The Petitioner shall be required to verify the xyz coordinates of this point and submit to the District Engineer prior to commencing survey and control work for his development.

7. The Petitioner shall be required to submit to the District a set of as-built plans on Mylar as well as on CD-ROM or disc in AutoCAD format. The CD-ROM shall contain all coordinates and shall also present, in separate overlays, all separate utilities such as sanitary sewer, storm sewer, water lines, irrigation lines, and all other utilities that are available to the Petitioner's engineer, such as gas lines, power lines, cable T.V. lines, etc. In the event the District adopts GIS Standards, the Petitioner agrees to provide record drawing information in accordance with these standards for the Petitioner's

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development that are developed after these standards are adopted. These record drawings shall also contain all xyz coordinates for all manholes, gate valves, fire hydrants, water meters, water blowoff valves, and the end of each sanitary service line adjacent to the property lines. A xyz coordinate for each storm sewer, catch basin, and all storm sewer manholes shall also be provided on the as-built data. In summary these record drawings shall contain all information on separate overlays for property lines, street improvements, water lines, sewer lines, storm sewer lines, irrigation lines, sanitary sewer service lines, water service lines, other utility lines, sidewalks, etc. This record drawing information shall be submitted within 90 days of the completion of construction of the Petitioner's Development. The Petitioner agrees to pay the District for collecting this as-built information, if the Petitioner has not submitted the required record drawing information within 90 days after the completion of construction the Development.

8. The Petitioner shall, at its expense, have all sewer collection lines inspected by an approved closed circuit television camera with video taping (T.V. inspection) after construction of the sewer lines and sewer service lines and prior to issuance of sewer and water permits, whichever occurs first. If any portion or segment of the sewer lines is found to be in noncompliance with the specifications, the Petitioner shall be responsible to excavate and make necessary repairs to the sewer lines as directed by the District Engineer. The Petitioner shall then be responsible to re-T.V. inspect these segments of line that have been repaired. The Petitioner shall provide the District an 18 month warranty guarantee for all sewer and water facilities constructed by the Petitioner. Within 18 month warranty period, and when the water table is high, the District will re-T.V. inspect, all of the sewer lines constructed by the Petitioner. The Petitioner shall be required to pay the District the cost to clean and re-T.V. all sewer lines constructed by the Petitioner. This cost shall be calculated at the time the T.V. inspection is complete and shall not be less than the actual cost incurred by the District. The District reserves the right to suspend issuance of sewer and/or water permits if the Petitioner fails to comply with this section. During this re-T.V. inspection, the Petitioner shall have a representative present during this re-T.V. inspection. Should there be evidence of continued or additional noncompliance which, in the opinion of the District Engineer, warrants replacement or repair, the Petitioner shall, upon order of the engineer, correct these

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defects as required under the contractor's 18 month warranty guarantee. The Petitioner shall then be responsible to re-T.V. inspect the areas that have been repaired to verify, through additional television inspection, that the sewer lines have been corrected.

9. Additional Conditions:

A. The Petitioner shall be required to pay a Sewer Interceptor Line Fee for the number of EDUs calculated by the District for the Development approved for sewer connections to be located on the Property within 120 days from the date of the issuance of the will-serve letter issued on behalf of the District to DEQ. This fee represents the Petitioner's share of the District's cost for constructing interceptor facilities in the appropriate location and of sufficient size and capacity to provide sewer service for the Property. Such Sewer Interceptor Line Fee shall be \$1,200.00 for each equivalent dwelling unit. The District Sewer Interceptor Line Fee may be adjusted from time to time by board action to cover increases in costs over time. Sewer and/or water connections may be withheld until the Petitioner has paid all fees in accordance with these conditions.

B. Petitioner agrees to construct sewer system interceptor lines to the Development as outlined in the District's Sewer Master Plan or as required by the District. These interceptor lines shall be constructed in such location and at the grades required by the District's sewer interceptor line master plan. Among other interceptor lines, the Petitioner agrees to construct a 12-inch sewer interceptor along Plummer Road and then east on W. Floating Feather Rd. as documented in the sewer master plan. The Petitioner also agrees to provide an 8-inch sewer stub to the west on W. Floating Feather Road at Plummer Rd. or as otherwise required by the District. The Petitioner also agrees to provide a sewer service stub to existing residences along constructed sewer lines.

The Petitioner further agrees that it will receive written approval from the District Engineer of all sewer facilities before construction.

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C. The Petitioner understands that all developments will compete for sewer and water permits on a first come, first serve basis. The District has the authority to add additional restrictions on the permit.

D. The Petitioner agrees that it will be responsible for extending water service from the District's existing potable water system to and throughout the Property with pipe diameters of sufficient size to provide adequate potable water service and fire protection to the entire development. These water lines shall be extended in accordance with the District's water system Master Plan. The Petitioner will be required to construct a 12-inch water line (as required in the water master plan) along W. Floating Feather Road that front the Property and where a water line has not already been constructed. The Petitioner also agrees to provide water stubs to adjacent properties to the south, at Plummer Road, and to the east on W. Floating Feather Road for future development as required by the District. The Petitioner also agrees to provide a water service stub to existing residences along constructed water lines. The Petitioner further agrees that it will receive written approval from the District Engineer for all water facilities before construction.

The Petitioner further agrees to construct any improvements necessary to satisfy the Star Fire Department fire protection requirements.

10. If payments of all fees are not paid in accordance with these conditions, the District reserves the right to deny all sewer and water connection permits until these conditions has been met. The Petitioner also agrees to pay to the District a monthly penalty equivalent to 1.5% of the amount due for each month that payment is overdue until all fees and penalties are fully paid.

11. The Petitioner agrees to inform all buyers of the Property of these conditions of this annexation, which includes but are not limited to the agreement requiring the payment of the Water and Sewer Service Availability Fees prior to constructing any dwelling units (including apartments, modular homes, mobile homes, houses, etc.). Should the use of the Property change from a religious meetinghouse,

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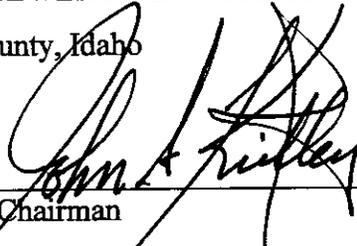
District approval must be obtained to ensure that the water and sewer facilities and fees are sufficient for the new use.

12. Within 10 days after the terms and conditions are announced at the hearing before the Board, the majority of the Petitioners may withdraw their petitions and no further proceedings shall hereafter be had by the Board upon such Petition.

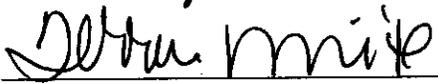
13. If after eighteen months the Petitioner has failed to begin construction on sewer and water lines and/or comply with these Conditions of Annexation, the District may at their option, begin proceedings to de-annex the property from the Star Sewer and Water District.

DATED this 18 day of August, 2009.

STAR SEWER AND WATER DISTRICT  
Ada County, Idaho

  
Chairman

ATTEST:

  
Secretary



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I agree to these conditions of annexation

DATED this 10 day of Nov, 2009.

Corporation of the Presiding Bishop of The Church of  
Jesus Christ of Latter-day Saints, a Utah corporation sole

By: E. Kent Hensley  
E. Kent Hensley, Authorized Agent

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**ATTACHMENT A  
LEGAL DESCRIPTION**

A parcel of land lying in the SW1/4, SW1/4 of Section 4, Township 4 North, Range 1 West, Boise Meridian, Ada County, Idaho, said parcel being more particularly described as follows:

Commencing at an Aluminum Cap marking the S1/4 Comer of said Section 4; thence N89°35'43"W 1837.76 feet along the South section line of said Section 4 to 1/2 inch iron pin, said 1/2 inch iron pin being the **POINT OF BEGINNING**;

Thence N00°54'14"E 557.62 feet to a 5/8 inch iron pin;

Thence N89°35'43"W 222.79 feet to a 5/8 inch iron pin;

Thence N85°17'45"W 127.49 feet to a 5/8 inch iron pin;

Thence S00°54'14"W 567.17 feet to a PK nail on said South section line of said Section 4;

Thence S89°35'43"E 350.00 feet along said South section line of said Section 4 to the **REAL POINT OF BEGINNING**;

Said parcel contains 4.49 acres, more or less.

**LESS AND EXCEPTING** that certain parcel conveyed to Ada County Highway District, a body politic and corporate, in that certain Warranty Deed recorded April 2, 2009 as Entry 109037433, Ada County Recorder, more particularly described as follows:

A parcel of land lying in the SW1/4, SW1/4 of Section 4, Township 4 North, Range 1 West, Boise Meridian, Ada County, Idaho, said parcel being more particularly described as follows:

Commencing at an Aluminum Cap marking the S1/4 Comer of said Section 4; thence N89°35'43"W 1837.76 feet along the South section line of said Section 4 to 1/2 inch iron pin, said 1/2 inch iron pin being the **POINT OF BEGINNING**;

Thence N00°54'14"E 35.00 feet to a point;

Thence N89°35'43"W 350.00 feet to a point;

Thence S00°54'14"W 35.00 feet to a point;

Thence S89°35'43"E 350.00 feet along said South section line of said Section 4 to the **REAL POINT OF BEGINNING**;

Said excepted parcel contains 0.2812 acres, more or less.

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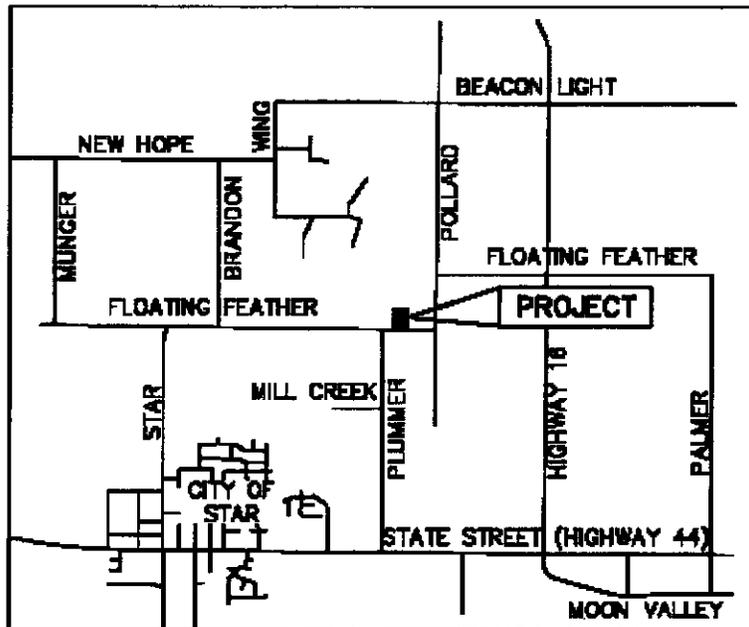
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# VICINITY MAP

N.T.S.



SEC 4, TWP 4N, R 1 W, B.M.  
CITY OF STAR, ADA COUNTY, IDAHO

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