

ROSS POINT WATER DISTRICT
BOARD OF COMMISSIONERS

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ORDER

On the 1st day of December, 2009, Ross Point Water District's Board of Commissioners conducted a public hearing, after duly advertising and conforming to the requirements of Idaho law, to annex into the District the real property owned by PRAIRIE PROPERTIES, LLC, POST FALLS STATION, LLC, and PRAIRIE CROSSING WEST, LLC, more particularly described as:

SEE EXHIBIT "A"

Further, an illustration of said property being annexed is attached hereto as Exhibit "B" and by reference made a part hereof.

The Ross Point Water District's Board of Commissioners reviewed the records, entertained public comments at said hearing, and after having given full consideration to the matter, unanimously approved the annexation.

Accordingly, it is hereby ordered by the Ross Point Water District's Board of Commissioners, that the above described lands/properties have been unanimously approved for annexation. It is further ordered, that a certified copy of this Order, along with an accurate and complete legal description of the annexed properties, shall be delivered to the Recorder's Office of Kootenai County, State of Idaho, and the Idaho Tax Commission so that the same can be recorded upon the tax rolls of Kootenai County.

Further the Agreement to Conditions of Annexations between the parties attached hereto as Exhibit "C" shall be delivered to the Recorder's Office of Kootenai County, State of Idaho so that the same can be recorded in the records of Kootenai County.

DATED this 1st day of December, 2009.

ROSS POINT WATER DISTRICT
BOARD OF COMMISSIONERS

STATE OF IDAHO)
COUNTY OF KOOTENAI)^{ss}

[Signature]
TOM TAYLOR, President

1st Subscribed and sworn to before me this day of December, 2009 by Tom Taylor, Max Wilson and Duane Hanna, known to me to be the Commissioners of Ross Point Water District.

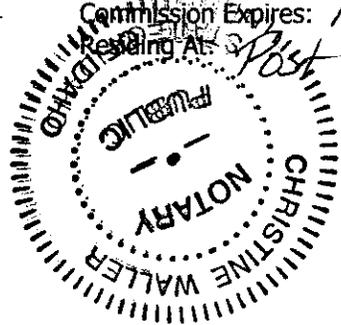
[Signature]
MAX WILSON, Commissioner

[Signature]
Notary Public for State of Idaho

[Signature]
DUANE HANNA, Commissioner

Commission Expires: 12-13-2013
Residing At: Post Falls ID 83854

ORDER FOR ANNEXATION
ROSS POINT WATER DISTRICT/PRAIRIE PROPERTIES, LLC;
POST FALLS STATION, LLC & PRAIRIE CROSSING WEST, LLC



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TECHNICAL SUPPORT



J-U-B ENGINEERS, Inc.
ENGINEERS - SURVEYORS - PLANNERS

Regional Office
7825 Meadowlark Way
Coeur d'Alene, ID 83815

208-762-8787
Fax: 208-762-9797
www.jub.com

EXHIBIT A

**LEGAL DESCRIPTION
OF THE
ANNEXATION BOUNDARY
TO
CITY OF POST FALLS**

POST FALLS STATION, LLC

That portion of the Southwest Quarter of Section 19 and the Northwest Quarter of Section 30, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, described as follows:

COMMENCING at the West 1/4 Corner of said Section 19, from which the Southwest Corner of said Section bears S01°01'59"W, a distance of 2,640.05 feet;

thence S88°55'52"E along the north line of said Southwest Quarter, a distance of 1,356.21 feet;

thence S00°59'01"W, a distance of 1,189.76 feet, more or less, to the centerline of the Spokane International Railroad, said point being the POINT OF BEGINNING;

thence continuing S00°59'01"W, a distance of 1,490.61 feet, more or less, to a point on the southerly right-of-way line of Prairie Avenue;

thence N88°29'45"W along said right-of-way line, a distance of 1,358.56 feet, more or less, to the west line of said Section 30;

thence N01°01'57"E along said west line, a distance of 30.00 feet to the Southwest Corner of said Section 19;

thence N01°01'59"E along the west line of said Section, a distance of 2,091.71 feet, more or less, to the centerline of said Spokane International Railroad;

thence S63°38'33"E along said centerline, a distance of 1,501.52 feet to the POINT OF BEGINNING;

EXCEPT any portion lying within the rights-of-way of Prairie Avenue, State Highway 41 or the Spokane International Railroad.

Containing 50 acres, more or less.

Jeremy J. Russell 10/12/09

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AGREEMENT TO CONDITIONS FOR ANNEXATION

COMES NOW POST FALLS STATION, LLC, A Delaware limited liability company, hereinafter referred to as "Petitioner", on behalf of itself and its successors or assigns, and the Board of Commissioners of the ROSS POINT WATER DISTRICT, hereinafter referred to as "District", and hereby enters into this Agreement to Conditions for Annexation.

1. WHEREAS, Petitioner filed a Petition for Annexation of the real property more particularly described on Exhibit "A" and illustrated on Exhibit "B" attached hereto, and by reference made a part hereof, into District; and
2. WHEREAS, District has considered said Petition for Annexation, and determined that certain conditions must be met in order to meet the District's needs; and
3. WHEREAS, Petitioner wishes to meet such terms and conditions and proceed with the Annexation into the District.

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

- A) Petitioner will pay the sum of \$ N/A.
- B) 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 associated with Petitioner's development. All such costs shall be fully reimbursed within 14 (FOURTEEN) days of the postmark of all invoices.
- C) 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.
- D) 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.
- E) 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.
- F) Petitioner hereby agrees that upon entry of the Order for Annexation Into Ross Point Water District, Petitioner, or its successors or assigns, shall convey to the District any and all water rights associated with the real property being annexed. Petitioner agrees on behalf of itself and its successors or assigns that the water rights shall not be encumbered, conveyed or otherwise impaired prior to their transfer to the Ross Point Water District.
- G) Notwithstanding the foregoing agreement to transfer, the District agrees that Petitioner shall have the

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STATE OF IDAHO)
)
County of Kootenai)

On this 19th of April, 2010, before me, the undersigned, a Notary Public in and for the State of Idaho, duly commissioned and sworn, personally appeared **Tom Taylor**, known or identified to me to be the **President/Chairman of the Board of Board of Commissioners of Ross Point Water District** and **Christine Waller/Secretary of Ross Point Water District** the Idaho municipal district that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act of said municipal district, for the uses and purposes therein mentioned, and on both stated that he is authorized to execute said instrument by the governing documents of said municipal district.

By: Cheryl A Munds
Notary Public for the State of Idaho
Residing at: Ross Point Water District
Commission Expires: 5-29-2014

