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Ordinance Number 165

Annexation and Zone Classification of Properties

003

AN ORDINANCE OF THE CITY OF HAUSER, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR ANNEXATION OF PROPERTY CONSISTING OF THE ATTACHED LEGAL DESCRIPTION ZONING OF THE PARCELS TO HAUSER HILLS ZONING DISTRICT AND PROVIDES FOR THE AMENDMENT TO THE OFFICIAL ZONING MAP, AND PROVIDING FOR AN EFFECTIVE DATE HEREOF:

WHEREAS, the owners of the real property described in Section 1 of this ordinance have petitioned the City Council of the City of Hauser, Idaho for annexation of said properties and

WHEREAS, public hearings were held before both the Planning and Zoning Commission on October 19, 2010 and the City Council on December 8, 2010, in accordance with law, testimony taken, findings of fact and conclusions of law reached; and

WHEREAS, the City Council, based upon the recommendation of the Planning and Zoning Commission and upon its own fact finding, determined that said annexation is provided for under existing law in that the land in questions adjoins the corporate limits, that the proposed zoning is suitable and compatible with surrounding land uses and provisions of the Hauser Comprehensive Plan and that said land uses would fit in with the general development of the City and would be in the best interest of the City of Hauser.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HAUSER, KOOTENAI COUNTY, IDAHO AS FOLLOWS:

Section 1: that the land located north of Highway 53 and east of Hauser Lake Road and legally described in this Section is hereby annexed into the City of Hauser: (See attached metes and bounds description)

The aforementioned parcel(s) shall be zoned Hauser Hills Zoning District.

Section 2: The official Zoning Map of the City of Hauser shall be modified to include the lands described in Section 1 and to reflect the zoning applied thereto.

Section 3: That this Ordinance shall take effect and be in full force and effect upon its passage, approval and publication according to the law.

Enacted as an Ordinance of the City of Hauser, Idaho, at a meeting of the City Council held on December 8, 2010.

CITY OF HAUSER

Olita Johnston, Mayor

ATTEST:

Donna Ray, CLERK

120810Ord165Ingebritsen

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EXHIBIT A
LEGAL DESCRIPTION

FOR ANNEXATION INTO THE CITY OF HAUSER
CITY OF HAUSER ORDINANCE NO. 165

EFFECTIVE DATE: DECEMBER 8, 2010

LOT 3, BLOCK 1, OF THE AMENDED PLAT OF CREEKSIDE ESTATES, RECORDED IN BOOK K OF PLATS AT PAGES 239 – 239D, KOOTENAI COUNTY RECORDS, SITUATE IN THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 51 NORTH, RANGE 5 WEST OF THE BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 19, MONUMENTED BY A 2.5 INCH ALUMINUM CAP, AS NOTED IN CORNER PERPETUATION AND FILING RECORD (CP&F) INSTRUMENT NO. 2044461000; THENCE, ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER OF SECTION 19, NORTH 88°16'41" WEST, 265.96 FEET, TO THE SOUTHEAST CORNER OF LOT 1, BLOCK 1, OF SAID AMENDED PLAT OF CREEKSIDE ESTATES; THENCE, ALONG THE EAST BOUNDARY OF SAID LOT 1, NORTH 00°09'35" WEST, 593.14 FEET, TO THE NORTHEAST CORNER THEREOF, MONUMENTED BY A 5/8 INCH REBAR WITH A PLASTIC CAP MARKED "ATS P.L.S. 8962", SIMILAR MONUMENTS BEING HEREINAFTER REFERRED TO AS AN "ATS MONUMENT", AND BEING COINCIDENTAL WITH THE SOUTHEAST CORNER OF SAID LOT 3, AND ALSO BEING THE TRUE POINT-OF-BEGINNING FOR THIS DESCRIPTION;

THENCE, ALONG THE BOUNDARY OF SAID LOT 3 AS FOLLOWS:

NORTH 88°02'06" WEST, 559.00 FEET, TO THE SOUTHWEST CORNER THEREOF, MONUMENTED BY AN "ATS MONUMENT";

NORTH 13°23'47" EAST, 426.10 FEET, TO THE NORTHWEST CORNER THEREOF, MONUMENTED BY AN "ATS MONUMENT";

NORTH 89°07'54" EAST, 458.77 FEET, TO THE NORTHEAST CORNER THEREOF, MONUMENTED BY AN "ATS MONUMENT";

SOUTH 00°09'35" EAST, 440.63 FEET, TO THE TRUE POINT-OF-BEGINNING.

CONTAINING 5.000 ACRES (217,800 SQUARE FEET), MORE OR LESS.

TOGEATHER WITH AND SUBJECT TO EASEMENTS, RIGHTS-OF-WAY, COVENANTS, RESERVATIONS AND RESTRICTIONS OF RECORD AND IN VIEW..

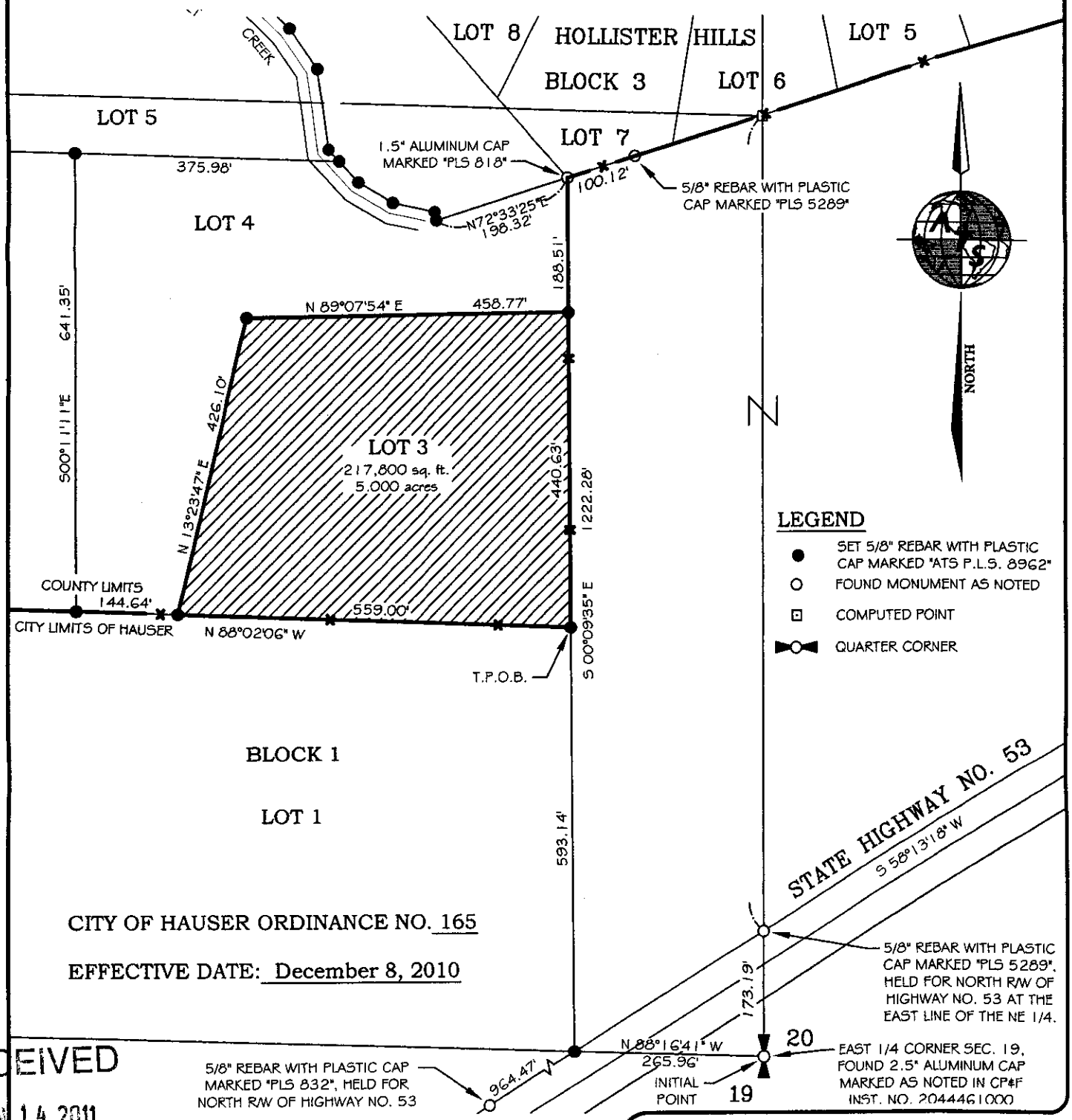
PROFESSIONAL LAND SURVEYOR REGISTERED 8982 12/8/10 STATE OF IDAHO MATTHEW S. MAYBERRY

Z:\proj\07-093\survey\Legals\Annexation\lot 3-block 1-Amended Plat.doc

P.O. Box 3457, Hayden, Idaho 83835
PH. (208) 772-2745 Fax. (208) 762-7731

ANNEXATION EXHIBIT

SECTION 19, TOWNSHIP 51 NORTH, RANGE 05 WEST, B.M., KOOTENAI COUNTY, IDAHO



CITY OF HAUSER ORDINANCE NO. 165

EFFECTIVE DATE: December 8, 2010

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0 100' 200' 400'

SCALE: 1"= 200'

ADVANCED TECHNOLOGY SURVEYING & ENGINEERING INC.
P.O. BOX 3457, HAYDEN IDAHO, 83835
• PH. (208)-772-2745 • FAX (208)-762-7731 •

SCALE:	1"=200'
CHECKED BY:	MM
DATE:	09-08-2010
DRAWN BY:	RDB
DATE:	09-08-2010
DWG:	LOTS-BLOCK1
PROJ:	07-093

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CLIFFORD T. HAYES 4P I 2298138000
KOOTENAI CO. RECORDER Page 1 of 4
BBB Date 01/10/2011 Time 11:31:34
REC-REQ OF CITY OF HAUSER
RECORDING FEE: 0.00
2298138000 XK

CLIFFORD T. HAYES 4P I 2298139000
KOOTENAI CO. RECORDER Page 1 of 4
BBB Date 01/10/2011 Time 11:31:34
REC-REQ OF CITY OF HAUSER
RECORDING FEE: 0.00
2298139000 XX

6

003

ANNEXATION AGREEMENT
CITY OF HAUSER

THIS AGREEMENT is made effective this 8th day, December, 2010 by and between the CITY OF HAUSER, a municipal corporation organized pursuant to the laws of the State of Idaho, hereinafter termed the "City," and David and Laurie Ingebritsen, whose property legal description is attached, hereinafter termed the "Owners."

WHEREAS, the Owners owns parcels of land adjacent to the City limits of the City of HAUSER which the Owners wishes to develop in accordance with zoning designations applied by the City of HAUSER. Said property, for which annexation is requested, is more particularly described as follows:

Legal Attached

WHEREAS, the Mayor and City Council of the City of HAUSER have determined it to be in the best interests of the City to annex the above-described parcels of land, subject to the Owners performing the covenants and conditions hereafter set forth;

NOW THEREFORE, IN CONSIDERATION of the covenants and conditions set forth herein, the parties agree as follows:

1. Purpose: Owners enters into this Agreement to obtain annexation of the above-described parcel of land ("Described Lands"), while City seeks to obtain partial mitigation of the effects of annexation of the parcels. Owners acknowledge that City has no duty to annex the Described Lands and that the promises of Owners constitute an inducement for City to do so. The term "Owners" is deemed to include any successor in interest in the described lands.

2. Utilities: Owners agrees to use individual or private water and individual or private septic and drainfield to serve future development of the lands subject to this Agreement until such time that there is a municipal water and/or sewer system. City does not warrant that water and sanitary sewer capacity will be available to serve the property; however, the City may choose to exercise the option of municipal sewer and water.

3. LID: Owners agrees that by signing this Agreement that Owners is agreeing to participate in any LID for the purpose of constructing a municipal sewer system, a lift station and extending the sewer line and/or water lines to service the area which encompasses Owner's property if the City elects to initiate an LID for that purpose and that Owners is waiving any right to object to such LID.

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4. Construct to City Standards: Owners agrees that all improvements required by City codes shall be built to City standards or to the standards of any public agency providing service to the development, shall adhere to all City or applicable agency/ district policies and procedures; including, but not limited to the sanitary sewer improvements, water lines, fire hydrants, storm water management and roads.

5. Applicable Standards: The Owners agrees to comply with all laws, standards, policies and procedures regarding the Hauser Development Code that are in effect at the time of application for either a subdivision plat, Class I, Class II or building permit. If Owners fails to comply with applicable laws on the lands subject to this Agreement, Owners consents to suspension of issuance of any Class II, Class I or building permits or denial of certificates of occupancy until such compliance is attained.

6. Annexation: Upon proper execution and recordation of this Agreement, and upon performance of the prerequisite steps called for herein, the City will, to the extent lawfully permitted, adopt and thereafter publish an ordinance annexing Owners' property at the Owner's expense.

7. Covenant to Run with the Land: The covenants herein to be performed by Owners shall be binding upon Owners and Owner's heirs, assigns, and successors in interest, and shall be deemed to be covenants running with the land.

8. Severability: Should any provision of this Agreement be declared invalid by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect and be interpreted to effectuate the purposes of the entire Agreement to the greatest extent possible.

9. Merger and Amendment: All promises and prior negotiations of the parties merge into this Agreement. The parties agree that this Agreement shall only be amended in writing and signed by both parties. The parties agree that this Agreement shall not be amended by a change in law. The parties agree that Agreement is not intended to replace any other requirement of City Code and that its execution shall not constitute a waiver of requirements established by City ordinance or other applicable provisions of law.

10. Document Preparation Fee: Owners shall be responsible to pay for the publication of the annexation Ordinance Number 165.

11. Enforcement - Attorney's Fees: Should either party require the services of legal counsel to enforce compliance with the terms of this Agreement, the prevailing party shall be entitled to its reasonable attorney's fees and related costs of enforcement.

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IN WITNESS WHEREOF, the City of HAUSER has caused this Agreement to be executed by its Mayor and City Clerk, and the Owners has executed this Agreement to be effective the day and year first above written.

CITY OF HAUSER

Olita Johnston, Mayor

Attest:

Donna Ray, City Clerk

Owners:

STATE OF IDAHO)
:ss
County of Kootenai)

On this 18th day of December, 2010, before me, a Notary for the state of Idaho, personally appeared David and Laurie Ingebritsen, known, or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal the date and year in this certificate first above written.

CINDY A. ESPE NOTARY PUBLIC STATE OF IDAHO

Notary Public for the state of Idaho
Residing at: 4017 Deerfield Dr
Commission Expires: 12-28-2015

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EFFECTIVE DATE: DECEMBER 8, 2010

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PROFESSIONAL LAND SURVEYOR REGISTERED 8962 STATE OF IDAHO MATTHEW B. MAYBERRY 12/8/10

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December 9, 2010

Craig Johnson
Idaho State Tax Commission
Post Office Box 36
Boise, Idaho 83722-0410

Craig,

I have enclosed the recorded annexation documents for final processing and levy certification purposes.

Please let me know if you have any questions or need more information.

Sincerely,

Cindy

Cindy Espe
Project Manager
Advanced Technology Surveying

P.O. Box 3457, Hayden, Idaho 83835
PH. (208) 772-2745 Fax. (208) 762-7731

Receipt of New or Altered Taxing District/RAA Boundary Documentation

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District Name: City of Hauser

Contact Person: Cindy Espe Phone: _____

District Mailing Address: _____

Other/Additional Info: Ord # 165

****

Items submitted:

X **1. City or District Annexation Document (ordinance or order), signed by proper authority, approving said annexation.**

X **2. Legal Description and Map of City or Taxing District / RAA Boundary and Annexed Territory.** (see guidelines / requirements below, legal description may be included in annexation document, or submitted separately)

Submittal Guidelines / Requirements:

1. Copy of the ordinance or order effecting the formation or alteration of the district, or Urban Renewal District Revenue Allocation Area, containing the legal description of the newly formed district boundaries or **subject annexed area** (standard description requirements):

A. Section/Township/Range,
B. True point of beginning defined by bearings and distances from an initial point being a government corner or subdivision plat corner,
C. Bearing and distance closure of at least 1:5,000,
D. Variations allow for calls along water boundaries, aliquot parts and subdivision plat references (copy of plat may be additionally required).
E. Match with existing district boundary where contiguous.

2. Map prepared in a Draftsman-like manner, matching the accompanying legal description and drafted to scale, including:

a. Section, township, range, and meridian identifications.
b. North arrow, bar scale, and title block.
c. District name and ordinance number or order date.
d. Bearing and distance annotation between boundary points.
e. Clearly defined boundary lines of the newly formed district or RAA, or the annexed area, together with reference to the existing boundary where contiguous.

****

Received by Assessor for review and filing: Tony Harbison / 1-10-11
Assessor signature /date

ASSESSOR CHECK FOR COMPLIANT SUBMITTAL, PROVIDE SIGNED RECEIPT & RECORDER INSTRUCTION FORM TO DISTRICT FOR RECORDING.

Received by Auditor/Clerk/Recorder for recording / filing. Lynn Bridge _____
Recorder signature / date

ORIGINAL RECEIPT TO DISTRICT FOR THEIR RECORDS, COPY TO ASSESSOR'S OFFICE.