

039

ORDINANCE NUMBER 164
Annexation and Zone Classification of Properties

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 LAKE VILLAGE 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 September 28, 2010 and October 18, 2010 and the City Council on November 10, 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 to approve the annexation and the zoning of Lake Village 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 Rice Avenue and west of Burdette Lane and legally described in this Section is hereby annexed into the City of Hauser:
(See attached metes and bounds descriptions)

The aforementioned parcel(s) shall be zoned Lake Village Zoning District.

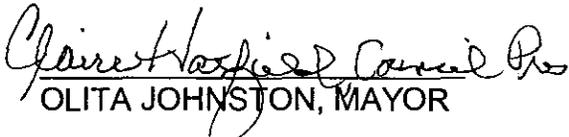
Section 2: The official Zoning Map of the City of Hauser shall be modified to include the lands described in Section 1 and to reflect the zoning applied thereto.

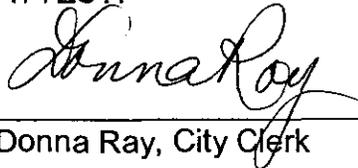
Section 3: That this Ordinance shall take effect and be in full force and effect upon its passage, approval and publication according to the law.

Enacted as an ordinance of the City of Hauser, Idaho, at a meeting of the City Council held on November 10, 2010.

CITY OF HAUSER

ATTEST:

BY: 
OLITA JOHNSTON, MAYOR


Donna Ray, City Clerk

111010Ord164AnnexShelterLLC

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Annexation Ordinance Number 164

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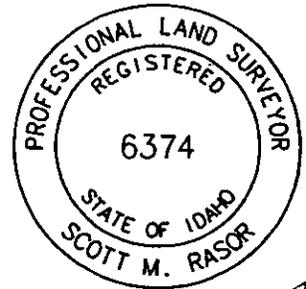
November 10, 2010

TECHNICAL



Engineering & Surveying
a Parati company

MECKEL ENGINEERING & SURVEYING
7600 N. Government Way
Coeur d'Alene, ID 83815
Office 208-667-4638 • Fax 208-664-3347
www.meckel.com



Scott M. Rasor

November 10, 2010

Sec. 13, T51N, R6W 11/10/10

**SHELTER PINES II - ANNEXATION
LEGAL DESCRIPTION**

A parcel of land, including Lot 11, Block 3, Hauser Lake Heights according to the plat recorded in Plat Book I, Page 306; Tax Number 20866, according to the deed recorded under Instrument Number 1978697; Tax Number 20867, according to the deed recorded under Instrument Number 1978698, Tax Number 20868, according to the deed recorded under Instrument Number 1978699, and Tax Number 20928, according to the deed recorded under Instrument Number 1999559, all being located in the Southeast Quarter, Section 13, Township 51 North, Range 6 West, Boise Meridian, Kootenai County, Idaho, being more particularly described as follows:

Commencing at the East Quarter corner of said Section 13, monumented with an iron rod, 5/8 inch diameter, with an aluminum cap, 2 inches diameter, marked LS 832, as recorded on the Corner Perpetuation and Filing Record form on file under Instrument Number 1373451, from which the Southeast corner of said Section 13, monumented with a drill steel, 1 inch diameter, with an aluminum cap, 2 1/2 inches diameter, marked RLS 4182, as recorded on the Corner Perpetuation and Filing Record form on file under Instrument Number 2162008000, bears South 00°01'28" West, a distance of 2655.56 feet;

Thence along the East line of said Section 13, South 00°02'02" West, a distance of 329.95 feet, the Point of Beginning;

Thence traversing the subject parcel in a clock-wise manner, the following twelve (12) courses;

1. leaving said Section line, South 89°44'12" East, a distance of 24.40 feet, to the East right of way line of Burdette Lane;
2. thence along the said East right of way line, South 00°00'47" West, a distance of 385.25 feet;

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MAR 28 2011

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MAR 2 2011

TECHNICAL SUPPORT

Ordinance 164

3. thence leaving said East right of way line, North 89°34'10" West, a distance of 60.73 feet, to an iron rod, 5/8 inch diameter, with a plastic cap marked PLS 6374, monumenting the Northeast corner of Tax Number 20656, on file under Instrument Number 1946913, on the West right of way line of Burdette Lane;
4. thence along the North boundary line of said Tax Number 20656, North 89°34'10" West, a distance of 200.00 feet to an iron rod, 5/8 inch diameter, with a plastic cap marked PLS 6374, monumenting the Southwest corner of Tax Number 20868, on file under Instrument Number 1978699;
5. thence along the East boundary line of said Tax Number 20867, South 00°02'02" West, a distance of 219.98 feet to an iron rod, 5/8 inch diameter, with a plastic cap marked PLS 6374, monumenting the Southeast corner of said Tax Number 20867, on the North boundary line of Tax Number 9686, on file under Book 271, Page 723
6. thence along the North boundary line of said Tax Number 9686, South boundary line of said Tax Number 20867 and the North boundary line of Tax Number 19215, on file under Deed Instrument Number 1706344, North 89°34'10" West, a distance of 194.32 feet to an iron rod, 5/8 inch diameter, with a plastic cap marked PLS 6374, monumenting the Northwest corner of said Tax Number 19215;
7. thence along the said West boundary line of said Tax Number 19215, South 00°09'29" West, a distance of 131.79 feet to an iron rod, 5/8 inch diameter, with a plastic cap marked PLS 6374, monumenting the corner common to the Southwest corner of said Tax Number 19215, Northwest corner of Tax Number 15474 and the Northeast corner of Tax Number 8446, on file under Warranty Deed Instrument Number 1889546;
8. thence along the North boundary line of said Tax Number 8446 and the North boundary line of Tax Number 15528, on file under Warranty Deed Instrument Number 1292342, North 89°37'18" West, a distance of 405.26 feet to a point on the East boundary line of Tax Number 15484, on file under Instrument Number 1290197, monumenting the Northwest corner of said Tax Number 15528;
9. thence along the said East boundary line of said Tax Number 15484, North 00°02'02" East, a distance of 38.02 feet to an iron rod, 5/8 inch diameter, with a plastic cap marked PLS 6374, monumenting the Northeast corner of said Tax Number 15484;
10. thence along the North boundary lines of said Tax Number 15484 and Tax Number 8595, on file under Warranty Deed Instrument Number 1836704,

North 89°53'25" West, a distance of 486.06 feet to an iron rod, 5/8 inch diameter, with a plastic cap marked PLS 6374 on the East boundary line of Parcel Number 8300, monumenting the Southwest corner of said Tax Number 20928;

11. thence along the East boundary line of said Tax Number 20928, North 00°09'20" East, a distance of 698.15 feet, to an iron pipe, 1/2 inch diameter, with no cap, monumenting the Southwest corner of Tax Number 13855, on file under Real Estate Contract Book 158, Page 931, and the Northwest corner of said Tax Number 20928;

12. thence along the South boundary line of said Tax Number 13855 and the North boundary line of said Tax Number 20928, South 89°44'12" East, a distance of 1320.62 feet, to the Point of Beginning, containing 19.614 acres, more or less.

TOGETHER WITH:

Lot 11, Block 3, Hauser Lake Heights, as shown on the face of the plat recorded at Plat Book I, Page 306, Instrument Number 1697509, Section 13, Township 51 North, Range 6 West, B.M., Kootenai County, Idaho.

SUBJECT TO:

Any existing easements, covenants, conditions, rights, reservations, restrictions or encumbrances of record or in view.

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MAR 28 2011

TECHNICAL SUPPORT

Ordinance 164

RECD APR 8 21

**SHELTERED PINES II ANNEXATION AGREEMENT
CITY OF HAUSER**

THIS AGREEMENT is made effective this 25th day of January, 2011 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 Peck and Shelter, L.L.C., whose property legal description is attached, hereinafter termed the "Owner."

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

Legal Attached -- Includes land as depicted in preliminary plat map of Sheltered Pines II, and three lots adjacent to the east of Sheltered Pines II, which front Burdette Road known as parcel numbers 7310, 7320, 7330.

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 parcel of land, subject to the Owner 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: Owner 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 parcel. Owner acknowledges that City has no duty to annex the Described Lands and that the promises of Owner constitute an inducement for City to do so. The term "Owner" is deemed to include any successor in interest in the described lands.

2. Utilities: Owner agrees to use existing community water and individual, private septic and drainfield to serve existing uses on lands subject to this Agreement. If such time arises that a municipal sewer system is available, the lot owner(s) will not protest the formation of an LID for a municipal sewer system and will connect to said system. City does not warrant that sanitary sewer capacity will be available to serve the property; however, the City may choose to exercise the option of developing a municipal sewer system in the future.

3. Construct to City Standards: Owner agrees that all future 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 that would be necessitated by additional development of the described lands. Specifically, owner intends to develop 12 residential lots as generally depicted in the Sheltered Pines II Modified Preliminary Plat map and Modified Conditions of Approval as attached, in addition to development of (3) residential lots adjacent to

Sheltered Pines II as described herein. The (3) lots noted shall be added to and be included as part of Sheltered Pines II Subdivision. Owner and City agree that infrastructure, site, building and other site development shall be permitted only upon submittal and approval of site development, building, plans and other associated building requirements approved by City.

4. Applicable Standards: The Owner agrees that all laws, standards, policies and procedures regarding development and/or construction that the Owner is required to comply with or otherwise meet pursuant to this Agreement or City codes shall be those in effect when construction is commenced. If Owner fails to comply with applicable laws in the course of constructing improvements, public or otherwise, on the lands subject to this Agreement, Owner consents to suspension of issuance of building permits or denial of certificates of occupancy until such compliance is attained.

5. 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 Owner's property at the Owner's expense. Additionally, this Agreement shall only be valid upon approval, execution, and finalization of an annexation known herein as the "Graf Annexation" which is contiguous to the property described herein.

6. Covenant to Run with the Land: The covenants herein to be performed by Owner shall be binding upon Owner and Owner's heirs, assigns, and successors in interest, and shall be deemed to be covenants running with the land. City and Owner agree that modified preliminary plat approval related to Sheltered Pines II shall be valid for (2) years after the signing of this Agreement, and may qualify for extension of approval as specified in Hauser City Code.

7. Dedications: The owner agrees to dedicate to the City: 1) a platted lot within the Shelter Pines II subdivision of at least .5 acres to be used by the City as a public park. The park will be retained in a natural state with the City determining the definition of natural state. The lot will have direct access to the public roadway, and 2) the dedication of sixty feet of right of way which includes within the right of way a twenty two foot paved vehicular travelway, a six foot pathway from Burdette Road up to and including the cul-de-sac. The city agrees to maintain the right of way, the vehicular roadway, the six foot path, and provide snow removal on the vehicular travelway.

7. 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.

8. 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.

9. Document Preparation Fee: Owner shall be responsible to pay for the publication of the annexation Ordinance Number 164.

10. 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.

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

CITY OF HAUSER

[Signature] 1-25-11
Olita Johnston, Mayor

Attest:

[Signature] 1-25-11
Donna Ray, City Clerk

Owner:

[Signature]
Art Elliott
Managing Partner; Peck and Shelter, L.L.C.



STATE OF IDAHO)
) :ss
County of Kootenai)

On this 26th day of January, 2011, before me, a Notary for the state of Idaho, personally appeared Art Elliott, 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.

[Signature]
Notary Public for the state of Idaho
Residing at: Coeur d'Alene
Commission Expires: 12/23/2014

**SHELTERED PINES II ANNEXATION AGREEMENT
CITY OF HOUSER
ADDITIONAL LLC NOTARIZATION**

State of Idaho, County of Kootenai, ss.

On this 26th day of January in the year of 2011, before me Maliena Sheffield, Notary Public for State of Idaho residing in Coeur d'Alene, Idaho, personally appeared Art Elliott known to me to be the managing partner of Peck and Shelter, L.L.C. the limited liability company that executed the instrument and acknowledged to me that such limited liability company executed the same.


Maliena Sheffield
Commission Expires: 12/23/2014



ATTACHMENT "A"

Legal Description – Peck/Elliott Annexation Agreement

Parcels No.

51N.R6W B.M Section 13 7300

51N.R6W B.M Section 13 7310

51N.R6W B.M Section 13 7320

51N.R6W B.M Section 13 7330

(Map attached)



Engineering & Surveying
a Parati company

MECKEL ENGINEERING & SURVEYING
7600 N. Government Way
Coeur d'Alene, ID 83815
Office 208-667-4638 • Fax 208-664-3347
www.meckel.com



Scott M. Rasor
1/10/10

November 10, 2010

Sec. 13, T51N, R6W

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Ordinance 164

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SUBJECT TO:

Any existing easements, covenants, conditions, rights, reservations, restrictions or encumbrances of record or in view.

Graf / Peck - Elliott Annexation

LOCATED IN THE SE 1/4, SEC. 13, T.51N., R.6W., B.M.,
 KOOTENAI COUNTY, IDAHO
 CITY OF HAUSER AREA OF IMPACT - ANNEXATION #164

7350



1" = 60'

CONTOUR INTERVAL = 2 FT.
 Lot 11
 Block 3
 Hauser Lake Heights
 Book 1, Page 306

LEGEND

- ▲ ● ○ ○ FOUND PROPERTY CORNER
- R-V — PROPOSED RIGHT-OF-WAY
- - - - - PROPOSED EASEMENT LINE

OWNER:
 PECK-SHEPHERD LLC

RADIUS OF BEARING
 THE LINE OF BEARING TO NORTH POINT OF THE MONUMENTED
 SOUTH 1/4 CORNER AND THE MONUMENTED EAST 1/4 CORNER, ACCORDING
 TO THE RECORD OF SURVEY BY S. M. RASOR, PLS 6374, ON FILE IN BOOK 21
 AT PAGE 146, KOOTENAI COUNTY RECORDS.

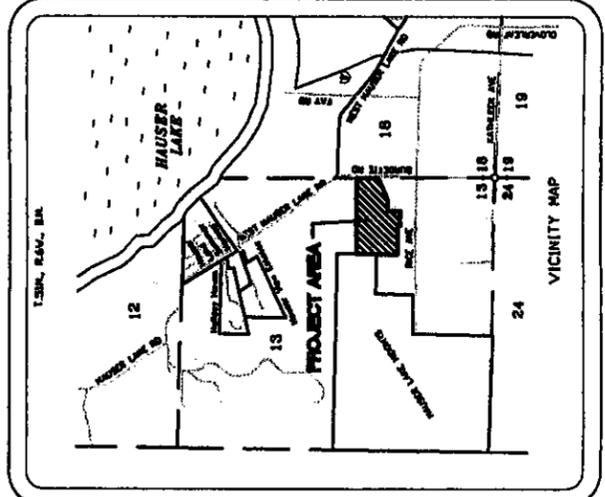
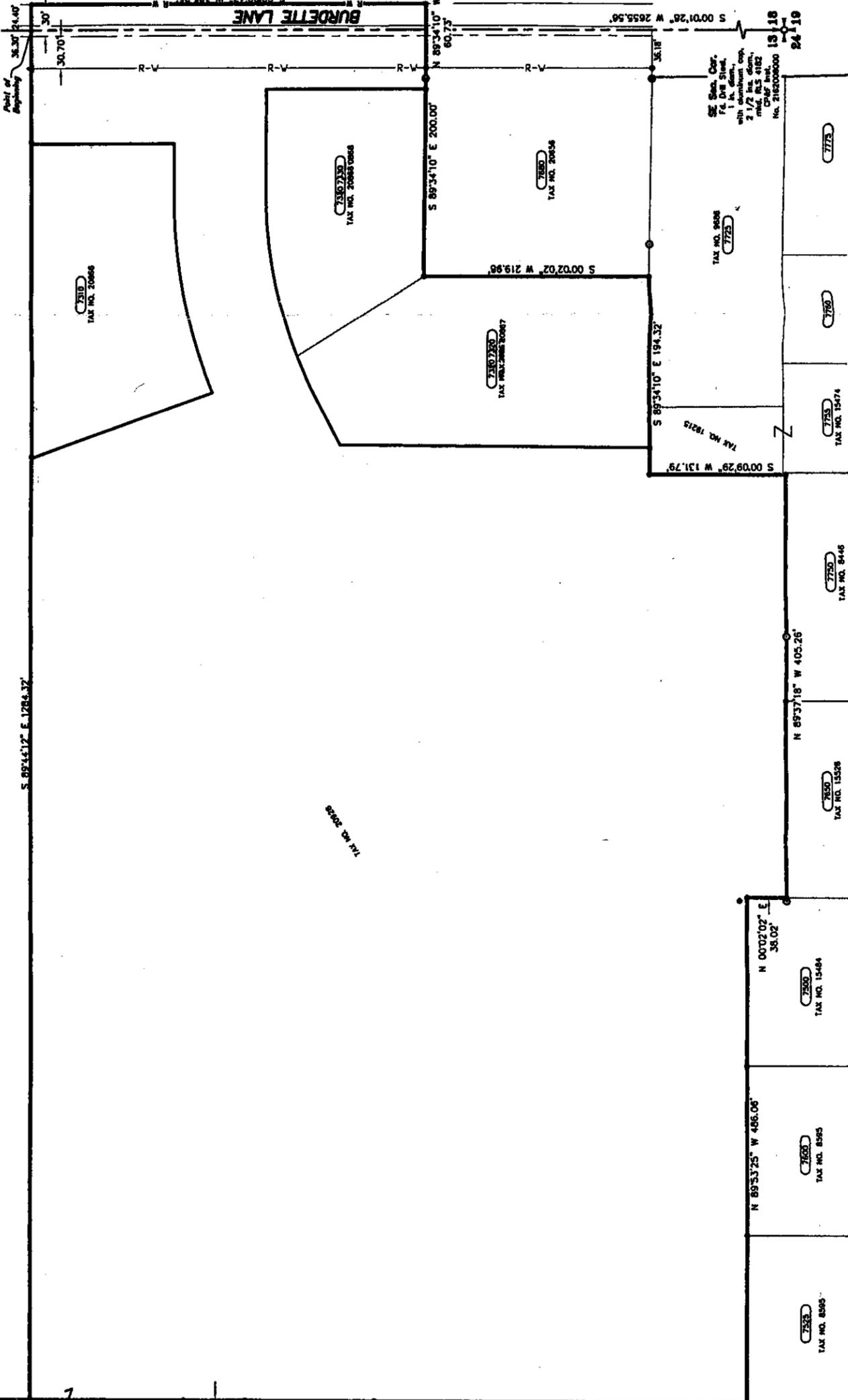


SURVEYOR'S CERTIFICATE
 I, SCOTT M. RASOR, PROFESSIONAL LAND SURVEYOR No. 6374 IN
 THE STATE OF IDAHO, DO HEREBY CERTIFY THAT I HAVE SURVEYED,
 SUBDIVIDED AND PLATTED
 MORE PARTICULARLY REFERRED TO IN THE OWNER'S CERTIFICATE ON
 SHEET 2 OF THIS PLAT, BEING THAT IN ACCORDANCE WITH THE
 SAID STATUTE, AND THAT THE SAID EASEMENT IS IN ACCORDANCE
 WITH THE SAID STATUTE RELATING TO PLATS AND SUBDIVISIONS.

DATE: 11/10/10
 SCOTT M. RASOR, PLS 6374

TAX NO. 13655

S 89°55'12" E 1284.37'



REVISION	DATE	BY

PRELIMINARY PLAT OF:
SHELTERED PINES II
 KOOTENAI COUNTY, IDAHO

MECKEL
 Engineers
 Surveyors
 ENGINEERING & SURVEYING



DATE: 03/11/10
 DRAWN BY: CDM/EAR
 CHECKED BY: SMR
 SCALE: 1" = 60'

SHEET NO. 1
 SAI 06.151