

District certifying that the water and sewer facilities were installed in accordance with District and DEQ standards and specifications.

2. The Sewer Interceptor Line Master Plan calls for the need to construct interceptor sewer lines through the Petitioner's property at various locations. The Petitioner shall, therefore, provide a platted road or a dedicated easement through the Petitioner's property following a jointly agreed upon alignment 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 major interceptor lines, the Petitioner shall construct these major interceptor 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 interceptor lines.

If the District elects to be responsible for the construction of the major interceptor lines at the appropriate line and grade as called for in the Master Plan, the Petitioner shall be granted the right to make sewer service line and/or sewer collection line connections to this interceptor line where and as needed in accordance with the District standards and construction time frames. The Petitioner shall be required to reimburse the District all expenses relating to all wastewater system improvements that the District has constructed on the Petitioner's final platted property prior to final plat approval of the Petitioner's proposed development.

3. Where the District's Culinary Water Master Plan calls for the need to construct major water transmission line facilities through the Petitioner's property, 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 the District Culinary Water Master Plan. Petitioner may be required at the District's discretion to loop waterlines in Petitioner's development with existing waterlines if existing waterlines are within 500 feet of Petitioner's property. The District will make

reasonable efforts to assure that the Master Plan transmission lines are located within the Petitioner's subdivision platted streets so that they can be used for culinary water service. Where the transmission lines cannot be placed within a platted street 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.

If the District elects to be responsible for the construction of the major water transmission line facilities as called for in the District's water Master Plan, the Petitioner shall be granted the right to make service line connections and/or water line connections to this water transmission line where and as needed in accordance with the District's standards and construction time frames. The Petitioner shall be required to reimburse the District all expenses relating to all water system improvements that the District has constructed on the Petitioner's final platted property prior to final plat approval of the Petitioner's proposed development.

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 each home or dwelling unit. 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 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 and the construction of new sewer and water facilities within the Petitioner's property. These development and 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 or 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 service lines.

6. The Petitioner shall have its 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 its 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 and PDF format. The Petitioner shall provide development basemap files with as-built conditions including parcel lines, easements, sewer, water, storm, pressure irrigation, service lines, and other utilities in GIS format (shapefile) consistent with the District's GIS system. The CD-ROM shall contain all subdivision 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 all phases of the Petitioner's 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. An 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 subdivision 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 each final platted phase 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 of each final platted phase of its development. Neither sewer nor water permits will be issued until as-built information has been submitted.

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, sewer service lines, and placement and compaction of the road "pit run" subbase and prior to the placement of the street pavement. 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 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 all equivalent residential lots or proposed dwellings units, including commercial units approved for sewer connections to be located on Petitioner's property before the District will issue a will-serve letter to DEQ for each phase of the Petitioner's development. 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 Petitioner's property. Such Sewer Interceptor Line Fee shall be \$1,200.00 for each equivalent residential lot or 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's have paid all fees in accordance with these conditions.

B. Petitioner agrees to construct sewer system interceptor lines to and through the proposed 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 from the existing 12-inch sewer main on Floating Feather Road (currently at the east edge of LDS church) to the north edge of the Middle School site along Floating Feather Road and Pollard Lane where a 12-inch sewer line has not already been constructed.

Furthermore, the Petitioner will be required to complete sewer and water main improvements prior to roadway improvements on Pollard Lane triggered by School Facilities. The Petitioner also agrees to provide sewer stubs to adjacent properties to the north, south, east, and west as required by the District.

Petitioner will be required to install minimum 1,500 gallon sand and grease interceptors on service lines from any school facility equipped with kitchen facilities.

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

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 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 its 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 from the existing water main on Floating Feather (currently at the east edge of LDS church) to the north edge of the Middle School property along Floating Feather Road and Pollard Lane where a 12-inch water line has not already been constructed. The Petitioner also agrees to construct 10-inch and 12-inch water lines generally east to west as shown in the water master plan approximately halfway between Beacon Light and Floating Feather Roads. The Petitioner also agrees to provide water stubs to adjacent properties to the north, south, east, and west for future development as required by the District. The Petitioner further agrees that it will receive written approval from the District Engineer for all water facilities before construction.

The Petitioner currently owns property north of the Middle School site which is not part of this annexation. The Petitioner agrees that this additional property may take water service from the future upper pressure zone as illustrated in the District's water master plan. Prior to Petitioner connecting to the upper pressure zone, the Petitioner will be responsible for upgrades to the upper pressure zone water system needed to meet Idaho Rules for Public Drinking Water Systems and fire protection requirements prior to connecting to the system including but not limited to

addition of a standby power generator(s) and variable frequency drive on the well pump(s).

The Petitioner agrees to construct any improvements necessary to satisfy the Star Fire Department fire protection requirements. The Petitioner agrees potable water cannot be used for irrigation purposes.

E. If the District elects to construct sewer and/or water mains on Petitioner's property, from existing mains to Petitioner's property, and/or on roadways adjacent to the Petitioner's property, the Petitioner shall be required to reimburse the District all expenses relating to all wastewater and/or water system improvements that the District has constructed prior to issuance of a "Will-Serve" letter each phase of the Petitioner's development.

The District may elect to construct a 12" sewer and water main from the existing mains on Floating Feather Road near the LDS church to the north property boundary of the Middle School site along Floating Feather Road and Pollard Lane. In the event the District chooses to do so, the Petitioner will make payment to the District for all the costs of those improvements and appurtenances prior to the District approving a Notice of Award for construction. Furthermore, Petitioner shall be entitled to recover a pro rata portion of its costs from properties that have frontage along the aforementioned sewer/water mains constructed as set forth in these Conditions of Annexation at the time said properties annex into the District pursuant to the terms of a written agreement reasonably acceptable to both the District and Petitioner.

F. The District has or will be incurring \$47,500 in costs for the design of sewer and water mains construction plans on property owned by the Petitioner. The Petitioner will reimburse the District this cost within 120 days of annexation.

G. The Petitioner agrees to grant the District an easement for a pressure reducing/sustaining station in the southeast corner of the future elementary/high school property immediately adjacent to Pollard Lane

right of way (approximately 2,700 feet south of W Beacon Light Road). The easement will be no larger than 25'x25'. Petitioner shall grant easement to District not later than the commencement of the construction of the 12-inch water main extension along Pollard Lane.

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 Petitioner's platted lots 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.)

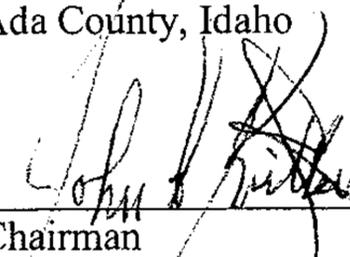
12. Within 10 days after the terms and conditions are announced at the hearing before the Board, the Petitioner may withdraw its petition and no further proceedings shall hereafter be had by the Board upon such Petition.

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.

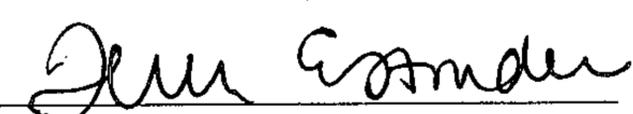
DATED this 3rd day of February 2016.

STAR SEWER AND WATER DISTRICT

Ada County, Idaho)


Chairman

ATTEST:


Secretary



I agree to these conditions of annexation

DATED this 27th day of January, 2016.

JOINT SCHOOL DISTRICT NO. 2,
doing business as the
WESTERN ADA SCHOOL DISTRICT

By: Mary Ann Ranells
Dr. Mary Ann Ranells, Superintendent

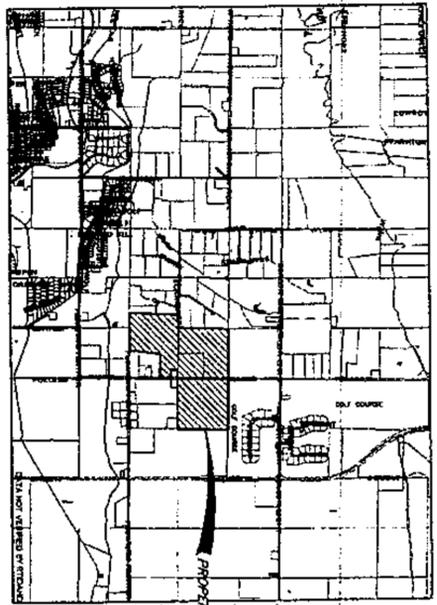
EXHIBIT A

DESCRIPTION FOR PARCEL 3:

A portion of Lots 5, 6 and 7, Block 1 of Schreiner Subdivision, as filed in Book 59 of Plats at Page 5716, records of Ada County, Idaho, located in the NE 1/4 of the SE 1/4 of Section 5 and the NW 1/4 of the SW 1/4 of Section 4, Township 4 North, Range 1 West, Boise Meridian, Ada County, Idaho, more particularly described as follows:

BEGINNING at the quarter corner common to said Sections 4 and 5;
Thence South $89^{\circ}15'01''$ East, 1081.01 feet to the Northwest corner of Lot 8 of said Schreiner Subdivision;
Thence South $00^{\circ}53'21''$ West, 209.00 feet to the Southwest corner of said Lot 8;
Thence South $89^{\circ}15'01''$ East, 209.00 feet to a point on the West right-of-way of North Pollard Lane;
Thence along said right-of-way South $00^{\circ}53'21''$ West, 277.52 feet;
Thence North $89^{\circ}06'39''$ West, 630.10 feet;
Thence South $06^{\circ}38'00''$ West, 583.49 feet to a point on the South boundary of said Lot 7;
Thence along said South boundary North $89^{\circ}06'40''$ West, 8.50 feet;
Thence South $00^{\circ}51'42''$ West, 271.97 feet to an angle point of said Lot 7 lying on the South line of the NW 1/4 of the SW 1/4 of said Section 4;
Thence North $89^{\circ}16'57''$ West, 592.16 feet to a 5/8" iron pin marking the South 1/16 corner;
Thence North $88^{\circ}47'27''$ West, 416.75 feet;
Thence North $03^{\circ}01'44''$ East, 1336.89 feet to the Northwest corner of said Lot 7;
Thence South $89^{\circ}01'04''$ East, 365.85 feet to the POINT OF BEGINNING.
Contains an area of 37.47 acres, more or less.





PARCEL #3 TO BE ANNEXED (37.47 AC.)

EXCEPTIONS TO POWER TITLE COMPANY COMMITMENT FOR INSURANCE, ORDER NO. 28377A, WITH EFFECTIVE DATE APRIL 1, 2008, ARE:

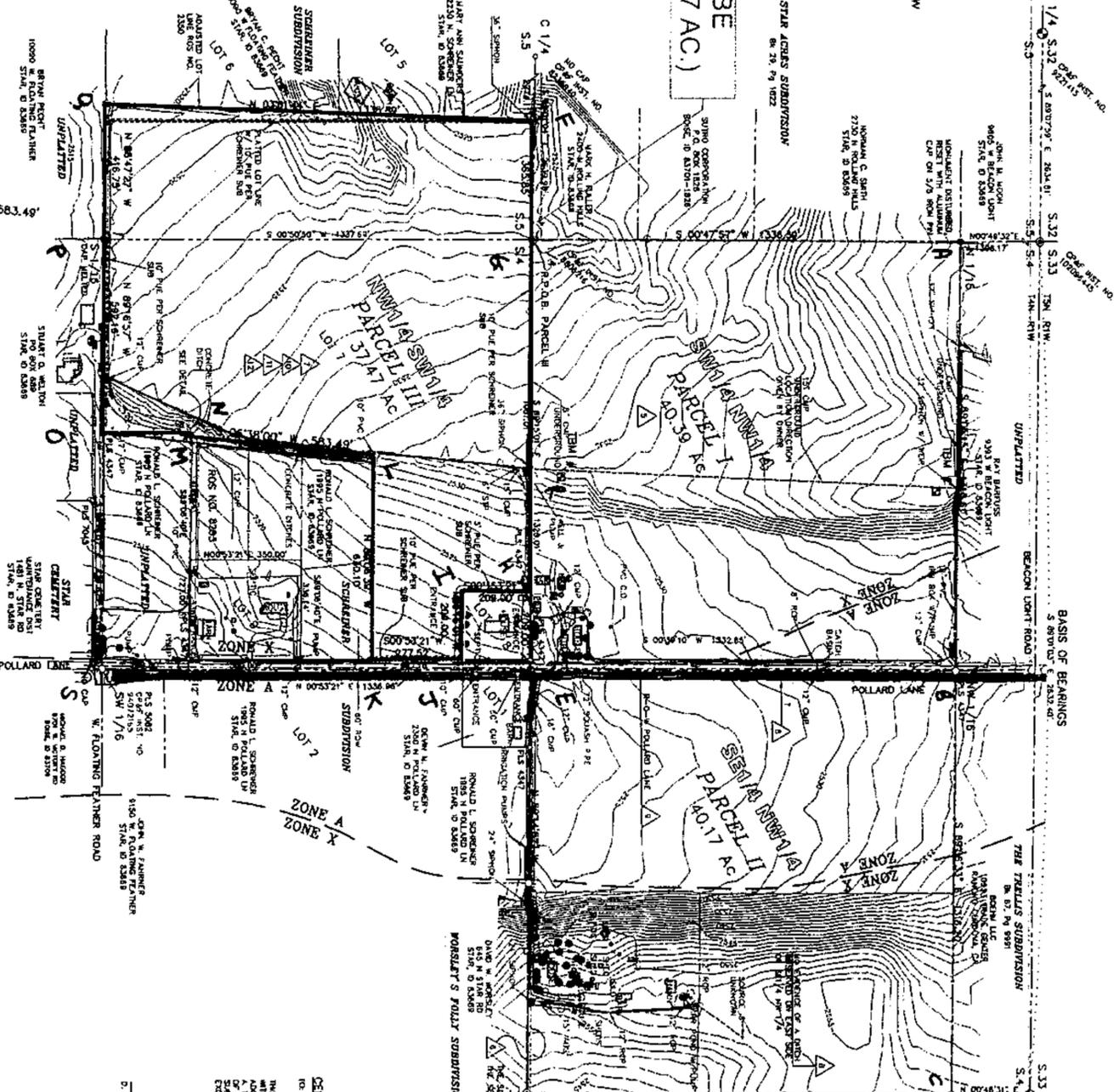
- 1. THE POWER COMPANY'S OBLIGATION TO MAINTAIN AND REPAIR THE TRANSMISSION LINE SHALL BE LIMITED TO THE PORTION OF SAID TRANSMISSION LINE THAT IS LOCATED WITHIN THE BOUNDARIES OF SAID PARCEL #3.
- 2. THE POWER COMPANY'S OBLIGATION TO MAINTAIN AND REPAIR THE TRANSMISSION LINE SHALL BE LIMITED TO THE PORTION OF SAID TRANSMISSION LINE THAT IS LOCATED WITHIN THE BOUNDARIES OF SAID PARCEL #3.
- 3. THE POWER COMPANY'S OBLIGATION TO MAINTAIN AND REPAIR THE TRANSMISSION LINE SHALL BE LIMITED TO THE PORTION OF SAID TRANSMISSION LINE THAT IS LOCATED WITHIN THE BOUNDARIES OF SAID PARCEL #3.
- 4. THE POWER COMPANY'S OBLIGATION TO MAINTAIN AND REPAIR THE TRANSMISSION LINE SHALL BE LIMITED TO THE PORTION OF SAID TRANSMISSION LINE THAT IS LOCATED WITHIN THE BOUNDARIES OF SAID PARCEL #3.
- 5. THE POWER COMPANY'S OBLIGATION TO MAINTAIN AND REPAIR THE TRANSMISSION LINE SHALL BE LIMITED TO THE PORTION OF SAID TRANSMISSION LINE THAT IS LOCATED WITHIN THE BOUNDARIES OF SAID PARCEL #3.

NOTES:

1. THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY, GROUND PENETRATING RADAR, AND OTHER SOURCES. THE LOCATION OF SAID UTILITIES IS NOT GUARANTEED. THE USER OF THIS SURVEY SHALL VERIFY THE LOCATION OF SAID UTILITIES PRIOR TO ANY CONSTRUCTION. THE USER SHALL BE RESPONSIBLE FOR ANY DAMAGE TO SAID UTILITIES CAUSED BY ANY CONSTRUCTION.
2. THE SUBJECT PROPERTY IS CURRENTLY ZONED R-1. THE USER SHALL VERIFY THE ZONING REQUIREMENTS WITH THE LOCAL GOVERNMENT PRIOR TO ANY CONSTRUCTION.
3. THE SUBJECT PROPERTY IS CURRENTLY ZONED R-1. THE USER SHALL VERIFY THE ZONING REQUIREMENTS WITH THE LOCAL GOVERNMENT PRIOR TO ANY CONSTRUCTION.
4. THE SUBJECT PROPERTY IS CURRENTLY ZONED R-1. THE USER SHALL VERIFY THE ZONING REQUIREMENTS WITH THE LOCAL GOVERNMENT PRIOR TO ANY CONSTRUCTION.

ZONE	MAX. HEIGHT	MIN. SETBACK	MIN. YARD SETBACKS	MIN. LOT AREA	MIN. LOT WIDTH
R-1	35'	25'	10'	10,000 sq. ft.	100'
R-2	35'	25'	10'	10,000 sq. ft.	100'
R-3	35'	25'	10'	10,000 sq. ft.	100'
R-4	35'	25'	10'	10,000 sq. ft.	100'

THIS DRAWING OR ANY PORTION THEREOF, SHALL NOT BE USED FOR ANY PURPOSE OTHER THAN THAT SPECIFICALLY INDICATED HEREON. THE USER SHALL BE RESPONSIBLE FOR ANY DAMAGE TO SAID UTILITIES CAUSED BY ANY CONSTRUCTION.



LEGEND

- FOUND 1/2" IRON PIN
- FOUND 5/8" IRON PIN
- FOUND BRASS CAP MONUMENT
- FOUND ALUMINUM CAP MONUMENT
- SET 5/8" IRON PIN WITH CAP
- CALCULATED POINT
- ROUND NAIL
- PROPERTY BOUNDARY LINE
- PARCEL LINE
- LOT LINE
- SECTION LINE
- RIGHT-OF-WAY LINE
- REAL ESTATE BOUNDARY
- EASEMENT LINE
- FENCE
- OVERHEAD POWER LINE
- EASE OF PAYMENT
- TOP OF GRAVEL ROAD
- TOP OF BANK
- TELEPHONE JUNCTION BOX
- WATER WELL
- WATER SPRING
- IRRIGATION CANAL, VALVE
- POWER POLE
- MAIL BOX
- DECORATIVE TREE
- CONCRETE TIE
- PUBLIC UTILITY EASEMENT

CERTIFICATE OF SURVEYOR

I, [Name], a duly licensed Professional Surveyor in the State of Idaho, do hereby certify that the map on this page and the survey on which it is based were made in accordance with the laws and rules of the State of Idaho, and that the same are true and correct to the best of my knowledge and belief.

DATED: [Date]

PROFESSIONAL SURVEYOR
4431
STATE OF IDAHO

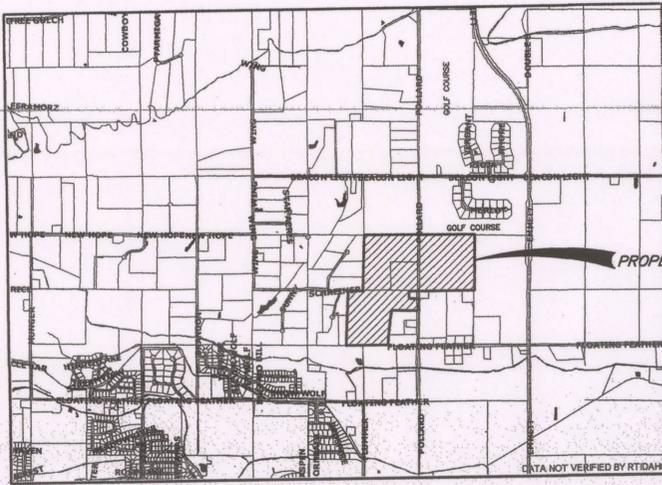
IDAHO SURVEY GROUP, P.C.

1450 E. WATERFLOWER ST.
SUITE 150
MERIDIAN, IDAHO 83642
PH: (208) 846-8570
FAX: (208) 844-5398

Mac Land Company, LLC

ALTA-ACSM LAND TITLE SURVEY
LOCATED IN SECTIONS 4 AND 5, T.4N., R.1W., B.M.,
ADA COUNTY, IDAHO

DRAWN: KLB	CHECKED: DTP	JOB NO: 08-150	SHEET NO: 1
DATE: 08-21-08	DATE: 09-02-08		



VICINITY MAP

EXCEPTIONS TO PIONEER TITLE COMPANY COMMITMENT FOR INSURANCE, ORDER NO. 295773, WITH EFFECTIVE DATE AUGUST 1, 2008

PARCEL #3 TO BE ANNEXED (37.47 AC.)

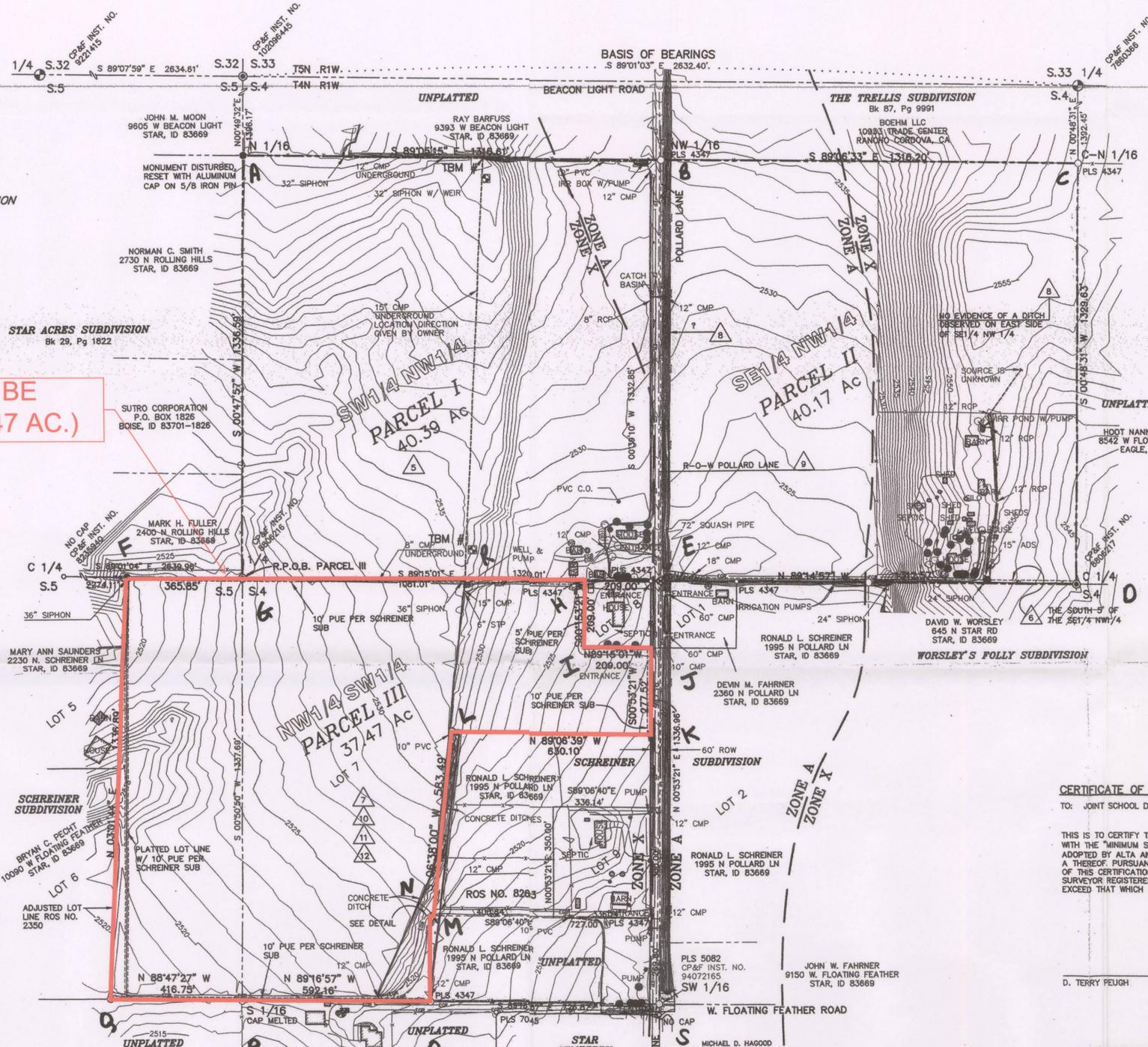
5. TERMS AND PROVISIONS SET FORTH IN AGREEMENT BETWEEN PARTIES HERIN UNION DITCH COMPANY, LIMITED AND B.E. SEITZ AND GEORGIA C. SEITZ, HUSBAND AND WIFE. DATED: MARCH 1, 1951. RECORDED: MAY 28, 1951. INSTRUMENT NO.: 318249. FILED IN: BOOK 19 OF AGREEMENTS AT PAGE 65.
6. AN EASEMENT CONTAINING CERTAIN TERMS, CONDITIONS, AND PROVISIONS AFFECTING A PORTION OF SAID PREMISES AND FOR THE PURPOSES STATED HEREIN. FOR: POWER LINE. IN FAVOR OF: IDAHO POWER COMPANY. RECORDED: JULY 3, 1957. INSTRUMENT NO.: 412433. FILED IN: BOOK 34 OF MISCELLANEOUS RECORDS, PAGE 322.
7. AN EASEMENT CONTAINING CERTAIN TERMS, CONDITIONS, AND PROVISIONS AFFECTING A PORTION OF SAID PREMISES AND FOR THE PURPOSES STATED HEREIN. FOR: RIGHT-OF-WAY. IN FAVOR OF: IDAHO POWER COMPANY. RECORDED: JULY 21, 1958. INSTRUMENT NO.: 433563. FILED IN: BOOK 36 OF MISCELLANEOUS RECORDS AT PAGE 337. AFFECTS: LOTS 7, 8, & 9, BLOCK 1 POLLARD LANE AND OTHER LAND. AFFECTS: PARCEL III, BLANKET EASEMENT OVER THE NW 1/4 SW 1/4, SEC. 4.
8. AN EASEMENT AFFECTING THE PORTION OF SAID PREMISES AND FOR THE PURPOSES STATED HEREIN, AND INCIDENTAL PURPOSES. FOR: A RIGHT-OF-WAY ON THE EAST-SIDE OF SAID-LAND FOR A DITCH; TO CONVEY WATER BELOW FOR IRRIGATION PURPOSES TO THE 40 BELOW. IN FAVOR OF: HENRY M. VIRTUE AND ROSE E. VIRTUE, HUSBAND AND WIFE. RECORDED: DECEMBER 12, 1905. INSTRUMENT NO.: 9299. FILED IN: BOOK 59 OF DEEDS AT PAGE 9. AFFECTS PARCEL 3.
9. RIGHT-OF-WAY FOR POLLARD LANE.
10. POWER LINE EASEMENT IN FAVOR OF IDAHO POWER COMPANY. RECORDED: APRIL 24, 1974. INSTRUMENT NO.: 882833. BLANKET EASEMENT OVER THE NW 1/4 SW 1/4, SEC. 4.
11. LETTER EXECUTED BY CENTRAL DISTRICT HEALTH DEPARTMENT. DATED: OCTOBER 1, 1991. RECORDED: OCTOBER 3, 1991. INSTRUMENT NO.: 9299. INSTRUMENT NO.: 9155870. PROVIDING: NO SUBSURFACE DISPOSAL FIELD SHALL BE DEEPER THAN FOUR FEET, ACCORDING TO THE RULES AND REGULATIONS FOR INDIVIDUAL AND SUBSURFACE SEWAGE DISPOSAL, TITLE 4, CHAPTER 3, SECTION 41.04.3008.04. LOT 7 BLOCK 2 AND LOT 1 BLOCK 1 HAVE DIFFERENT CRITERIA AS STATED IN THIS LETTER. IF HOMES ARE BUILT WITH BASEMENT DRAINS, GRINDER PUMPS OR LIFT PUMP CHAMBERS WILL BE REQUIRED TO RAISE THE WASTEWATER TO THE STANDARD DRAIN FIELD DEPTH. IF SUITABLE SOILS ARE GREATER THAN FOUR FEET BELOW ORIGINAL GRADE, THE BACK FILLING MATERIAL MUST MEET THE ASTM C-EE MEDIUM SAND GRADATION. LOT 7 BLOCK 2 AND LOT 1 BLOCK 1 SHALL HAVE SEWAGE DISPOSAL SYSTEMS INSTALLED AT A DEPTH NOT GREATER THAN TWO FEET. WELLS SHALL BE INSTALLED A MINIMUM OF ONE HUNDRED FEET FROM ANY SUBSURFACE SEWAGE DISPOSAL SYSTEM. BASED UPON THE ABOVE REQUIREMENTS THIS DEPARTMENT HAS APPROVED THIS SUBDIVISION ON THE DAY, SEPTEMBER 30, 1991. NO LOT SIZE MAY BE REDUCED WITHOUT APPROVAL FROM THIS OFFICE. AFFECTS: PARCEL III.
12. COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS AS SET FORTH ON PLAT (SCHREINER SUBDIVISION).

NOTES:

1. THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPREHEND ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED, ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.
2. THE SUBJECT PROPERTY FALLS IN COMMUNITY-PANEL NUMBER 1600100130H, NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP, REVISED AND EFFECTIVE FEBRUARY 19, 2003 AND IS IN AN AREA DESIGNATED AS ZONE X AND A. ZONE X ARE AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN. ZONE A ARE AREAS OF SPECIAL FLOOD HAZARD SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD EVENT. NO BASE FLOOD ELEVATIONS DETERMINED.
3. THE SUBJECT PROPERTY IS CURRENTLY ZONED R-RESIDENTIAL DISTRICT. *GROSS DENSITY IN AN R-DISTRICT SHALL BE DETERMINED ACCORDING TO THE NUMERAL FOLLOWING THE R. THE NUMERAL DESIGNATES THE MAXIMUM NUMBER OF DWELLING UNITS PER ACRE. *CHARTER 2, PAGE 22 CITY OF STAR CODE BOOK. R-2 (2 DWELLING UNITS PER ACRE), R-3 (3 DWELLING UNITS PER ACRE), AND R-4 (4 DWELLING UNITS PER ACRE).
4. MINIMUM SETBACK REQUIREMENTS FOR A R-2, R-3, R-4, ZONING CLASSIFICATIONS ARE AS FOLLOWS:

ZONING DISTRICT	MAX. HEIGHT	MINIMUM YARD SETBACKS			
		FRONT	REAR	INTERIOR SIDE	STREET SIDE
R-2	35'	30'	30'	10'	10'
R-3	35'	20'	20'	5'	20'
R-4	35'	20'	20'	5'	20'

THESE DRAWINGS, OR ANY PORTION THEREOF, SHALL NOT BE USED ON ANY PROJECT OR EXTENSIONS OF THIS PROJECT EXCEPT BY AGREEMENT IN WRITING WITH IDAHO SURVEY GROUP, INC.



- LEGEND**
- FOUND 1/2" IRON PIN
 - FOUND 5/8" IRON PIN
 - ⊕ FOUND BRASS CAP MONUMENT
 - ⊕ FOUND ALUMINUM CAP MONUMENT
 - SET 5/8" IRON PIN WITH CAP
 - △ CALCULATED POINT
 - FOUND AXLE
 - PROPERTY BOUNDARY LINE
 - PARCEL LINE
 - LOT LINE
 - SECTION LINE
 - RIGHT-OF-WAY LINE
 - FEMA FLOODPLAIN BOUNDARY
 - EASEMENT LINE
 - FENCE
 - OVERHEAD POWER LINE
 - EDGE OF PAVEMENT
 - EDGE OF GRAVEL ROAD
 - TOP OF BANK
 - ⊕ TELEPHONE JUNCTION BOX
 - ⊕ WATER WELL
 - ⊕ WATER SPIGOT
 - ⊕ IRRIGATION CONTROL VALVE
 - ⊕ POWER POLE
 - ⊕ MAIL BOX
 - ⊕ DECIDUOUS TREE
 - ⊕ CONIFEROUS TREE
 - PUE PUBLIC UTILITY EASEMENT

CERTIFICATE OF SURVEYOR

TO: JOINT SCHOOL DISTRICT NO. 2, MAC LAND COMPANY, LLC, AND PIONEER TITLE COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE "MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS" JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS IN 2005, AND INCLUDES ITEMS 1, 2, 3, 4, 8, 9, 10, 11, 13, 16, 17, AND 18 OF TABLE A THEREOF, PURSUANT TO THE ACCURACY STANDARDS AS ADOPTED BY ALTA AND NSPS AND IN EFFECT ON THE DATE OF THIS CERTIFICATION, THE UNDERSIGNED FURTHER CERTIFIES THAT IN MY PROFESSIONAL OPINION, AS A LAND SURVEYOR REGISTERED IN THE STATE OF IDAHO, THE RELATIVE POSITIONAL ACCURACY OF THIS SURVEY DOES NOT EXCEED THAT WHICH IS SPECIFIED THEREIN.



D. TERRY PEUGH P.L.S. NO. 4431

PROPERTY DESCRIPTION

PARCEL 1: SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, SECTION 4, TOWNSHIP 4 NORTH, RANGE 1 WEST, BOISE MERIDIAN, IN ADA COUNTY, IDAHO.

PARCEL 2: THE SE 1/4 OF THE NW 1/4 OF SECTION 4 IN TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE BOISE MERIDIAN, RECORDS OF ADA COUNTY, IDAHO.

PARCEL 3: A PORTION OF LOTS 6 AND 7, BLOCK 1 OF SCHREINER SUBDIVISION, AS FILED IN BOOK 59 OF PLATS AT PAGE 5716, RECORDS OF ADA COUNTY, IDAHO, LOCATED IN THE NE 1/4 OF THE SE 1/4 OF SECTION 5 AND THE NW 1/4 OF THE SW 1/4 OF SECTION 4, TOWNSHIP 4 NORTH, RANGE 1 WEST, BOISE MERIDIAN, ADA COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE QUARTER CORNER COMMON TO SAID SECTIONS 4 AND 5; THENCE SOUTH 89°15'01" EAST, 1081.01 FEET TO THE NORTHWEST CORNER OF LOT 8 OF SAID SCHREINER SUBDIVISION; THENCE SOUTH 00°53'21" WEST, 209.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 8; THENCE SOUTH 89°15'01" EAST, 209.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY OF NORTH POLLARD LANE; THENCE ALONG SAID RIGHT-OF-WAY SOUTH 00°53'21" WEST, 277.52 FEET; THENCE NORTH 89°06'39" WEST, 630.10 FEET; THENCE SOUTH 06°38'00" WEST, 583.49 FEET TO A POINT ON THE SOUTH BOUNDARY OF SAID LOT 7; THENCE ALONG SAID BOUNDARY NORTH 89°06'40" WEST, 8.51 FEET; THENCE SOUTH 00°51'42" WEST, 271.87 FEET TO AN ANGLE POINT OF SAID LOT 7 LYING ON THE SOUTH LINE OF THE NW 1/4 OF THE SW 1/4 OF SAID SECTION 4; THENCE NORTH 89°17'34" WEST, 592.16 FEET TO A 5/8" IRON PIN MARKING THE SOUTH 1/16 CORNER; THENCE NORTH 88°47'27" WEST, 416.75 FEET; THENCE NORTH 03°01'44" EAST, 1336.89 FEET TO THE NORTHWEST CORNER OF SAID LOT 7; THENCE SOUTH 89°10'04" EAST, 355.85 FEET TO THE POINT OF BEGINNING.

NO.	REVISIONS	BY	DATE

IDAHO SURVEY GROUP, P.C. 1450 E. WATERTOWER ST. SUITE 150 MERIDIAN, IDAHO 83642 PH. (208) 846-8570 FAX (208) 884-5399

Mac Land Company, LLC

ALTA-ACSM LAND TITLE SURVEY
LOCATED IN SECTIONS 4 AND 5, T.4N., R.1W., B.M., ADA COUNTY, IDAHO

DRAWN: KLB	CHECKED: DTP	JOB NO. 08-150	SHEET NO. 1
DATE: 08.21.08	DATE: 09.02.08		