



00085759201500298880160163

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

148

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 WITTE COURT SOUTH	)	
DEVELOPMENT	)	

THIS MATTER having come on regularly for hearing on the 20<sup>th</sup> day of June 2014, pursuant to a petition filed with the Board of the Star Sewer and Water District (the District) on or about April 17, 2014, filed and presented by Franz Witte Jr, petitioner and owner 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 11, 2014 and August 14, 2014, 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 June 20 2014, 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 No Petitioner has withdrawn his or her petition subsequent to the announcement of the conditions set forth below.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

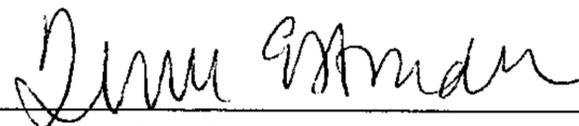
REC'D JUL 19 2016

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 May 16, 2014, pursuant to the above conditions.

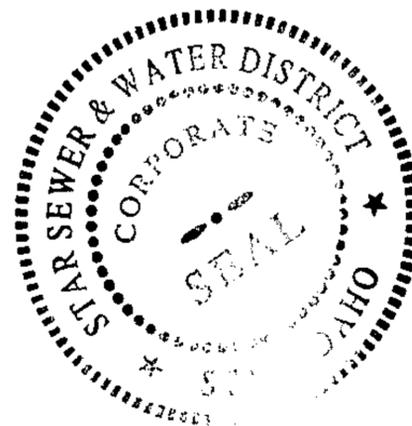
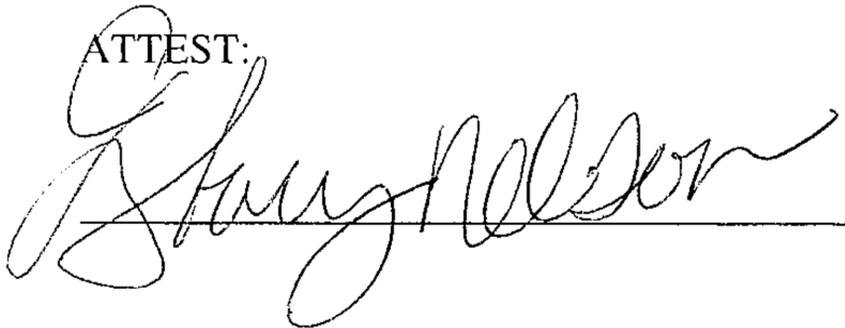
ADOPTED AND APPROVED by the Board of Directors of the Star Sewer and water District of Ada County, Idaho this 20<sup>th</sup> day June, 2014.

STAR SEWER AND WATER DISTRICT



Administrative Coordinator  
Star Sewer & Water District

ATTEST:





## LEGAL PROOF OF PUBLICATION

Account #	Ad Number	Identification	PO	Amount	Cols	Lines
263047	0001202466	LEGAL NOTICE NOTICE OF HEARING ON	FRANZ WITTE SOUTH	\$251.08	2	79

**Attention:** TERRA ESTRADA  
STAR SEWER & WATER DISTRICT  
PO BOX 400  
STAR, ID 836690400

JANICE HILDRETH, being duly sworn, deposes and says: That she is the Principal Clerk of The Idaho Statesman, a daily newspaper printed and published at Boise, Ada County, State of Idaho, and having a general circulation therein, and which said newspaper has been continuously and uninterruptedly published in said County during a period of twelve consecutive months prior to the first publication of the notice, a copy of which is attached hereto: that said notice was published in The Idaho Statesman, in conformit with Section 60-108, Idaho Code, as amended, for:

2 Insertions

Beginning issue of: 08/11/2014

Ending issue of: 08/14/2014

(Legals Clerk)

STATE OF IDAHO )

.SS

COUNTY OF ADA )

On this 14th day of August in the year of 2014 before me, a Notary Public, personally appeared before me Janice Hildreth known or identified to me to be the person whose name subscribe to the within instrument, and being by first duly sworn, declared that the statements therein are true, and acknowledged to me that she executed the same.



Notary Public FOR Idaho  
Residing at: Boise, Idaho

My Commission expires: 2/11/2020

**LEGAL NOTICE  
NOTICE OF HEARING ON PETITIONS AND CONSIDERATION OF  
INCLUSIONS FOR THE ANNEXATION OF PROPERTY INTO THE  
STAR SEWER & WATER DISTRICT**

NOTICE IS HEREBY GIVEN that the following listed property under consideration by the Board of Directors for inclusion into the District and the petitions of the following listed property owner for the annexation of certain areas into the Star Sewer and Water District, subject to conditions imposed by the District's Board of Directors, will be heard by the Board on August 15, 2014 at 11:00 A.M. Said hearing will be held at the Star Sewer and Water District, located at 100 S. Star Rd., Star, Idaho.

Any person or persons opposing this annexation shall show cause, in writing, if any they have, why the petition and/or inclusions should not be granted. Written comments will be accepted during the regular working hours of Star Sewer and Water District until 4:30 p.m. on August 14, 2014.

The failure of any person to show cause, in writing, shall be deemed as an assent to the annexation of such lands into the District as prayed in the petition(s) and those properties listed and under consideration. The Board shall have full discretion to determine if the petition(s) and/or inclusions shall be granted. The real property that has been petitioned for inclusion and annexation and are being considered for inclusion into the Star Sewer and Water District, situated in Ada County, Idaho, is described more particularly as follows and the proposed annexation agreements are with:

**Petitioner: Franz Witte representing Witte Court South**  
EXHIBIT A

A tract of land being a portion of Lot 1, Block 1 of Stevens Subdivision (according to the official plat thereof, filed in Book 64 of Plats, at Pages 6,531-6,532, records of Ada County, Idaho) situated in the Northeast One Quarter of the Southeast One Quarter of Section 8, Township 4 North, Range 1 West, Boise Meridian, City of Star, Ada County, Idaho described as follows:

Commencing at the East One Quarter Corner of said Section 8, which bears South 0°30'34" West a distance of 2,640.54 feet from the Northeast Corner of said Section 8, thence following the easterly line of the said Northeast One Quarter of the Southeast One Quarter, South 0°28'28" West a distance of 211.97 feet to a point on the northerly line of Streamview Subdivision (according to the official plat thereof, filed in Book 93 of Plats, at Pages 11,197-11,198, records of Ada County, Idaho);

Thence leaving said easterly line and following said northerly line, North 88°52'18" West a distance of 577.07 feet to the northeast corner of Lot 40, Block 1 of said Streamview Subdivision, and being the POINT OF BEGINNING.

Thence following said northerly line, North 88°52'20" West a distance of 77.81 feet to the northwest corner of said Lot 40, Block 1;

Thence leaving said northerly line, and following the westerly line of said Streamview Subdivision, South 2°19'13" East a distance of 136.96 feet to the southwest corner of said Lot 40, Block 1;

Thence leaving said westerly line and following the said northerly line of Streamview Subdivision, North 89°34'30" West a distance of 584.07 feet to a point on the easterly line of Rockbridge Subdivision Phase 5 (according to the official plat thereof, filed in Book 93 of Plats, at Pages 11,093-11,097, records of Ada County, Idaho);

Thence following said easterly line, North 0°04'14" West a distance of 355.82 feet;

Thence leaving said easterly line, South 84°17'09" East a distance of 83.43 feet;

Thence South 69°36'58" East a distance of 85.11 feet;

Thence South 79°36'20" East a distance of 81.23 feet;

Thence South 89°34'30" East a distance of 289.25 feet;

Thence South 52°42'01" East a distance of 118.04 feet;

Thence South 82°34'02" East a distance of 43.40 feet;

Thence South 7°25'58" West a distance of 93.73 feet to the POINT OF BEGINNING.

The above-described tract of land contains 4.40 acres more or less, subject to all existing easements and rights-of-way.

Attached hereto is exhibit "B" and by this reference is made a part hereon.

Pub. Aug. 11, 14, 2014

0001202466-01

**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 )	CONDITIONS OF
GENERALLY KNOWN AS THE )	ANNEXATION
WITTE COURT SOUTH DEVELOPMENT )	
THAT IS MORE PARTICULARLY )	
DESCRIBED IN ATTACHMENT A )	
_____ )	

WHEREAS, Petitioner’s filed a Petition for the Inclusion of Certain Real Property in the Star Sewer and Water District on April 17, 2014; and

WHEREAS, the Star Sewer and Water District (“District”) held a public hearing on June 20, 2014, 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 petitioned 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 Petitioner’s property in accordance with the District water and sewer standards and specifications. The Petitioner shall employ an engineer, registered in the State of Idaho, to design and inspect their 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. 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 shall be required 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 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 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 his development. Neither sewer or water permits will be issued until as-built information has been submitted.

8. The Petitioner shall, at his 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 within 120 days from the date of the issuance of the will-serve letter issued on behalf of the District to DEQ regarding 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. The Petitioner also agrees to provide sewer stubs to adjacent properties to the north, south, east, and west as required by the District.

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

C. The Petitioner understands that all subdivisions 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 he will be responsible for extending water service from the District's existing potable water system to and throughout his property with pipe diameters of sufficient size to provide adequate potable water service and fire protection to the entire subdivision. These water lines shall be extended in accordance with the District's water system Master Plan. 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 he 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.

E. The Petitioner will be required to post a financial guarantee of performance in the amount of \$1,000 per equivalent residential lot or proposed dwellings unit, including commercial units prior to issuance of a "Will Serve" for each phase of the Petitioner's project. This performance guarantee is to ensure that the District can ensure the integrity of its water and wastewater systems in the event the Petitioner defaults in any way during the construction of the project. The performance guarantee can be a cash deposit, certified check, negotiable bond, an irrevocable bank letter of credit, or other financial guarantee approved by the District. The financial guarantee must remain valid and in force until the District accepts all of the proposed Petitioner's sewer and water improvements.

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 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 applicant 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.

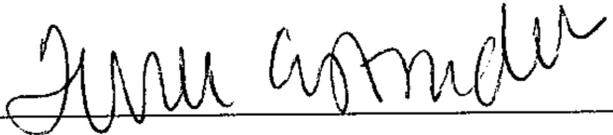
DATED this 20<sup>th</sup> day of June, 2014.

STAR SEWER AND WATER DISTRICT

Ada County, Idaho

  
Chairman

ATTEST:

  
Secretary



I agree to these conditions of annexation

DATED this 5<sup>th</sup> day of May, 2014.

FRANZ WITTE  
Name

Owner  
Title

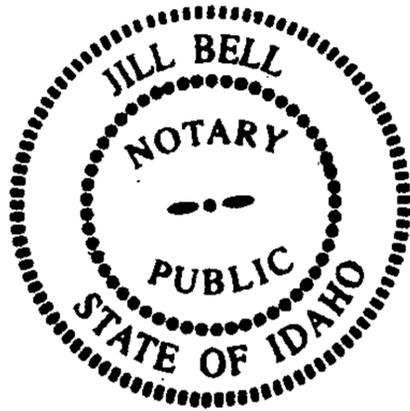
[Signature]  
Signature

State of Idaho )  
County of Ada ) S.S.

On this 5<sup>th</sup> day of May, 2014, before me Jill Bell, a Notary Public in and for said State, personally appeared Franz Witte, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by official seal the day and year first above written.

Jill Bell  
Notary Public for the State of Idaho  
Residing at Mendota, Idaho  
My Commission Expires: 8/28/18



**ATTACHMENT A  
LEGAL DESCRIPTION**

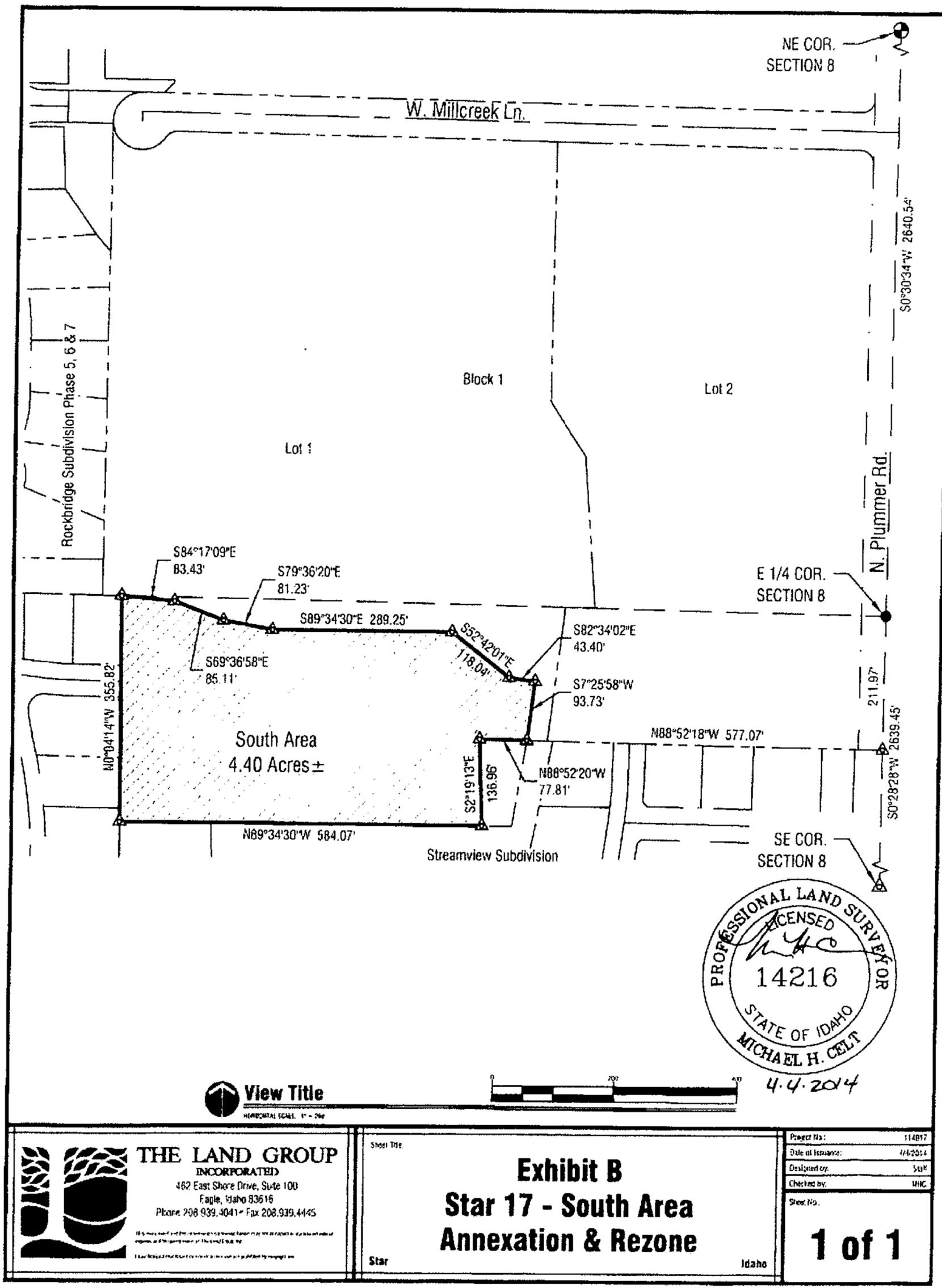
A tract of land being a portion of Lot 1, Block 1 of Stevens Subdivision (according to the official plat thereof, filed in Book 64 of Plats, at Pages 6,531-6,532, records of Ada County, Idaho) situated in the Northeast One Quarter of the Southeast One Quarter of Section 8, Township 4 North, Range 1 West, Boise Meridian, City of Star, Ada County, Idaho described as follows:

Commencing at the East One Quarter Corner of said Section 8, which bears South 0°30'34" West a distance of 2,640.54 feet from the Northeast Corner of said Section 8, thence following the easterly line of the said Northeast One Quarter of the Southeast One Quarter, South 0°28'28" West a distance of 211.97 feet to a point on the northerly line of Streamview Subdivision (according to the official plat thereof, filed in Book 93 of Plats, at Pages 11,197-11,198, records of Ada County, Idaho);  
Thence leaving said easterly line and following said northerly line, North 88°52'18" West a distance of 577.07 feet to the northeast corner of Lot 40, Block 1 of said Streamview Subdivision, and being the POINT OF BEGINNING.

Thence following said northerly line, North 88°52'20" West a distance of 77.81 feet to the northwest corner of said Lot 40, Block 1;  
Thence leaving said northerly line, and following the westerly line of said Streamview Subdivision, South 2°19'13" East a distance of 136.96 feet to the southwest corner of said Lot 40, Block 1;  
Thence leaving said westerly line and following the said northerly line of Streamview Subdivision, North 89°34'30" West a distance of 584.07 feet to a point on the easterly line of Rockbridge Subdivision Phase 5 (according to the official plat thereof, filed in Book 93 of Plats, at Pages 11,093-11,097, records of Ada County, Idaho);  
Thence following said easterly line, North 0°04'14" West a distance of 355.82 feet;  
Thence leaving said easterly line, South 84°17'09" East a distance of 83.43 feet;  
Thence South 69°36'58" East a distance of 85.11 feet;  
Thence South 79°36'20" East a distance of 81.23 feet;  
Thence South 89°34'30" East a distance of 289.25 feet;  
Thence South 52°42'01" East a distance of 118.04 feet;  
Thence South 82°34'02" East a distance of 43.40 feet;  
Thence South 7°25'58" West a distance of 93.73 feet to the POINT OF BEGINNING.

The above-described tract of land contains 4.40 acres more or less, subject to all existing easements and rights-of-way.

Attached hereto is exhibit "B" and by this reference is made a part hereon.



**THE LAND GROUP**  
 INCORPORATED  
 462 East Shore Drive, Suite 100  
 Eagle, Idaho 83616  
 Phone 208.939.4041 • Fax 208.939.4445

Sheet Title:  
**Exhibit B**  
**Star 17 - South Area**  
**Annexation & Rezone**  
 Star Idaho

Project No.:	114817
Date of Issuance:	4/4/2014
Designed by:	SMK
Checked by:	MHC
Sheet No.:	

**1 of 1**