

COUNTERPART	2 of 2

**AGREEMENT OF ANNEXATION PLAN, PROPERTY TRANSFER AND
AGREEMENT OF OPERATIONS SUBJECT TO CONDITIONS PRECEDENT**

Parties to the Agreement:

City of McCall	"City"	City Hall 216 E. Park Street McCall, ID 83638
Payette Lakes Recreational Water and Sewer District	"District"	201 Jacob Street McCall, ID 83638

THIS AGREEMENT made effective the _____ day of _____, 2017,
by and between the Parties as herein this Agreement defined.

**SECTION 1
DEFINITIONS**

For all purposes of this Agreement, the following terms have the definitions as herein provided in this Section unless the context of the term clearly requires otherwise:

- 1.1 Advisory Group:** means and refers to the *Joint Wastewater Advisory Group* and/or the *Post Annexation Joint Wastewater Advisory Group* depending upon the context of the term used in this Agreement.
- 1.2 Agreement:** means and refers to this *Agreement of Annexation Plan, Property Transfer and Agreement of Operations Subject to Conditions Precedent* which may be referred to and cited as the "Agreement of Annexation."
- 1.3 Annexation Area:** means and refers to all of that area within the boundaries of the City of McCall as legally described in Exhibit A attached hereto and by this reference incorporated herein this definition as if set forth at length.
- 1.4 Annexation Date:** means and refers to the effective date set by the Court in the Order of Annexation that establishes the annexation of the Annexation Area into the District and upon which date:
 - The Bonded Indebtedness is issued; and
 - The District pays to the City the purchase price for the Assets; and
 - The City transfers the Assets to the District.

- 1.5 Assets:** means and refers to all of the property, both real and personal, which are set forth at length on Exhibit B attached to this Agreement and by this reference incorporated herein this definition as if set forth at length. Exhibit B is inclusive of the City Sewerage System, City Wastewater Treatment Plant, and J-Ditch System.
- 1.6 Bonded Indebtedness:** means and refers to those certain revenue bonds which are set forth at length on Exhibit C attached to this Agreement and by this reference incorporated herein this definition as if set forth at length.
- 1.7 City:** means and refers to the *City of McCall*, a municipal corporation organized and existing by virtue of Title 50 Idaho Code and Party to this Agreement.
- 1.8 City 2004 Bonds:** means and refers to the *Idaho Bond Bank Authority Revenue Bonds, Series 2004A* in the original principal amount of \$11,070,000 of which the City's portion of original principal is \$2,780,000 and the City's outstanding obligation is \$1,150,000 as of the date of this Agreement.
- 1.9 City 2008 Bonds:** means and refers to the *Idaho Bond Bank Authority Revenue Bonds, Series 2008B* in the original principal amount of \$7,095,000 of which the City's outstanding obligation is \$5,920,000 as of the date of this Agreement.
- 1.10 City Sewerage System:** means and refers to the City of McCall's intercepting sewers, outfall sewers, force mains, collecting sewers, pumping stations, ejector stations, structures, buildings, machinery, equipment connections and all other appurtenances to its said system used for the collection and transportation to the City Wastewater Treatment Plant.
- 1.11 City Wastewater Treatment Plant:** means and refers to the City's wastewater treatment plant, excluding the J-Ditch System, comprised of influent structure buildings, individual aerated treatment lagoons, sand filters, a lab and blower building, chlorine contact basin and building, and inclusive of the real property and all personal and real property referenced in the "Settlement Agreement" as "Facility" and "Property" and inclusive of those certain facility or facilities that exist or may hereinafter exist owned and operated by the City which receives wastewater from the City Sewerage System and the District Sewerage System and treats, stores and discharges through the J-Ditch System or, in the event of an emergency, disposes the same in accordance with the City's National Pollutant Discharge Elimination System [NPDES] permit.
- 1.12 Civil Action:** means and refers to that certain action by and between the Parties filed in the Fourth District Court of the State of Idaho, in and for the County of Valley, as Case No. CV-2005-352-C.
- 1.13 Cooperative Agreements:** means and refers to those certain Agreements by and between the Parties regarding the City Wastewater Treatment Facilities funding and use entitled "Cooperative Agreement" [dated the 15th day of December, 1977] and amendments as follows:

- First Amendment to Cooperative Agreement [dated the 4th day of December, 1978];
- Second Amendment to Cooperative Agreement [dated the 4th day of June, 1979];
- Third Amendment to Cooperative Agreement [dated the 6th day of August, 1979];
- Fourth Amendment to Cooperative Agreement [dated the 24th day of July, 1984];
- Fifth Amendment to Cooperative Agreement [dated the 21st day of March, 1987];
- Sixth Amendment to Inter-Agency Agreement Cooperative Agreement between City of McCall and Payette Lakes Water & Sewer District [dated the 24th day of August, 1995]; and,
- Seventh Amendment to Inter-Agency Agreement Cooperative Agreement between City of McCall and Payette Lakes Water & Sewer District [dated the 30th day of September, 1997].

- 1.14 COWTA:** means and refers to that certain agreement by and between the Parties entitled the “Cooperative Operational Wastewater Treatment Agreement” entered into in March of 2015.
- 1.15 Default:** means and refers to any disagreement between the Parties regarding a claim of Default or an interpretation of this Agreement and shall also include a failure on the part of either Party in the performance of the terms and conditions of this Agreement.
- 1.16 District:** means and refers to the *Payette Lakes Recreational Water and Sewer District*, a recreational water and sewer district organized and existing by virtue of Chapter 32 of Title 42, Idaho Code, and Party to this Agreement.
- 1.17 District Land:** means and refers to real properties which the District either owns or has secured long-term contracts for the application of Recycled Water from the J-Ditch System.
- 1.18 District Reuse Permit:** means and refers to the permit to be issued by the Idaho Department of Environmental Quality to the District for the District’s use and application of Recycled Water.

- 1.19 District Sewerage System:** means and refers to the District's intercepting sewers, outfall sewers, force mains, collecting sewers, pumping stations, ejector stations, structures, buildings, machinery, equipment connections and all other appurtenances to its said system used for the collection, and transportation to the City Wastewater Treatment Facilities for the treatment and disposal of sewage.
- 1.20 Easement/License Agreements:** means and refers to the following agreements:
- **Water User and Supply Agreement** dated January 31, 1997
 - *Parties:* City of McCall and J.R. Simplot Company and Extension Agreement.
 - **License** dated December 16, 1996
 - *Parties:* Lake Irrigation District and J.R. Simplot Company and Extension Agreement.
 - **21-Year Mixing Station and Pipeline Easement Agreement** dated April 1, 1997
 - *Parties:* City of McCall and J.R. Simplot Company and Extension Agreement.
 - **Permanent Pipeline Easement and Temporary Effluent Transmission Easement Agreement** dated April 1, 1997
 - *Parties:* Lake Irrigation District and J.R. Simplot Company and Extension Agreement.
- 1.21 Election Date:** means May 16, 2017, upon which date the election questions described in Section 3.4.2 will be submitted to the respective Qualified Electors of the City and the District, as applicable, and in the manner required by law.
- 1.22 Existing City Sewer System:** means and refers to City Sewerage System, the City Wastewater Treatment Plant and J-Ditch System.
- 1.23 Facilities Use:** means and refers to the use of the City Wastewater Treatment Plant, and/or the J-Ditch System, and/or the District Land for Application for the process and disposal of the Wastewater.
- 1.24 Governing Body/Bodies:** means and refers to either or both the City Council of the City of McCall and/or the Board of Directors of the Payette Lakes Recreational Water and Sewer District, depending upon the context of the term used in this Agreement.
- 1.25 Interim Period:** means and refers to that period of time between the Election Date and the Annexation Date.

- 1.26 J-Ditch System:** means and refers to the totality of individual components, owned by the City or other parties, that convey Recycled Water from the point of compliance to the Mixing Station which is inclusive of a winter storage pond, a pump station which houses the main pumping station, comprising two major pumps and one smaller pump, the pipeline and all of the appurtenances.
- 1.27 Joint Wastewater Advisory Group:** means and refers to the *McCall Area Joint Wastewater Advisory Group*, an advisory group established by the Governing Bodies of the Parties in accordance with their charter to examine and make recommendations regarding collaborative operations, management and consolidation of wastewater services for the Parties.
- 1.28 Mediator:** Means and refers to a person who is then currently listed on the Idaho Supreme Court list of mediators, as provided by Idaho Court Administrative Rule 73 or any subsequent amendment or re-designation of said Rule, or, subject to unanimous agreement of the Parties any other person.
- 1.29 Operational Responsibility:** means and refers to the exercise of reasonable practices in the Facilities Use and facilities planning, operations, use and maintenance in order to receive, process and dispose Wastewater.
- 1.30 Party/Parties:** means and refers to the City and/or the District, as the Parties in this Agreement, depending upon the context of the term used in this Agreement.
- 1.31 Permits:** means and refers to all the permits which are set forth at length on Exhibit D attached to this Agreement and by this reference incorporated herein this definitions as if herein set forth at length.
- 1.32 Permit Responsibility:** means and refers to the exercise of reasonable practices in obtaining and maintaining of any permit as is required by Federal, State and any applicable local law in order to perform Operational Responsibility and Facilities Use as required of this Agreement.
- 1.33 Qualified Electors:** means and refers to the following:
- 1.33.1 For the City:** any person who is at least eighteen (18) years of age, is a United States citizen and who has resided in the City at least thirty (30) days next preceding the election at which they desire to vote and who is registered within the time period provided by law. A “qualified elector” shall also mean any person who is at least eighteen (18) years of age, is a United States citizen, who is a registered voter, and who resides in an area that the City has annexed pursuant to Chapter 2, Title 50, Idaho Code, within thirty (30) days of a City election.

1.33.2 For the District: any natural person who is qualified to vote in an Idaho general election, and who is an actual resident of the District, or who is an actual resident of Idaho, owning land within the boundaries of the District or area to be included within the District, or is a lease holder of a state recreational lease, or is a permit holder of a federal recreational use permit and pays personal property tax on improvements on the lease or permit area, irrespective of his or her place of residence in Idaho. The holder or holders of a bona fide contract to purchase any land within the District whose names appear upon the next preceding county assessment roll for the payment of taxes on the land shall be deemed an owner of land for the purposes of this section.

- 1.34 Rate Study:** means and refers to that certain rate study dated the ____ day of _____, 2017 conducted, by FCS Group _____ for the City and District, in anticipation of this Agreement which is incorporated herein this definition by reference and which rate study has been accepted by the City and District.
- 1.35 Recycled Water:** means and refers to the wastewater effluent discharged from the City Wastewater Treatment Plant to the J-Ditch System.
- 1.36 Responsibility:** means and refers either individually or collectively to Operational Responsibility and/or Permitting Responsibility depending upon the context of the term in this Agreement.
- 1.37 Reuse of Recycled Water:** means and refers to the conveyance through the J-Ditch System and the transportation from the J-Ditch System and the land application of Recycled Water.
- 1.38 Settlement Agreement:** means and refers to that certain Settlement Agreement by and between the Parties in settlement of the Civil Action.
- 1.39 Technical Advisory Group:** means and refers to the *Technical Advisory Group* [also known as TAG] which consists of three technical advisors: one appointed by the City; one appointed by the District and one appointed by the City Advisor and the District Advisor who are to provide professional, technical advice and guidance [the TAG Plan] to the Parties regarding long-term future planning and rate making for the wastewater treatment and disposal as set forth in Section 4 of the Settlement Agreement.

SECTION 2 RECITALS

The Parties recite and declare:

- 2.1** The City has the power to acquire by gift or by purchase and to construct, reconstruct and improve a sewerage system within and without the City which includes intercepting

sewers, outfall sewers, force mains, collecting sewers, pumping stations, ejector stations, treatment plants, structures, buildings, machinery, equipment, connections and all other appurtenances necessary, useful or convenient for the collection, transportation, treatment, and disposal of the City's sewage and has the power to lease any portion of the excess or surplus capacity of the City Wastewater Treatment Facility [I.C. §§ 50-1029 and 50-1030]; and

- 2.2 The District has the power to provide for sewage disposal and has the power to extend sewer lines to an appropriate outlet and has the authority to enter into agreements with municipalities in building, erecting or constructing sewage treatment plants and other facilities within or without the District; and has the power to acquire, dispose of and encumber real and personal property, water, water rights, water and sewage systems and plants, and any interest therein, including leases and easements within or without said District. [I.C. §§ 42-3202 and 42-3212(d)]; and
- 2.3 The City has constructed and maintains the City Sewerage System, the sewage from which is treated by the City Wastewater Treatment Plant and disposed of by the J-Ditch System; and
- 2.4 The District has constructed and maintains the District Sewerage System, the sewage from which is treated by the City Wastewater Treatment Plant and disposed of by the J-Ditch System; and
- 2.5 The Parties have, over the past several years, entered into the Cooperative Agreements, which Agreements provided for certain contributions by the District to the construction of improvements to the City Wastewater Treatment Plant in exchange for wastewater treatment allocations; and
- 2.6 The Parties had some disagreements regarding the Cooperative Agreements, ownership and respective usage rights to the City Wastewater Treatment Plant which were the subject of the Civil Action and which disagreements were settled by the Parties when they entered into the Settlement Agreement, which superseded the Cooperative Agreements; and
- 2.7 The Parties entered into the COWTA and established an operational relationship in compliance with the Settlement Agreement and in coordination with the recommendations of the Technical Advisory Group and in accordance with the Parties respective operational capabilities and ownership and usage rights; and
- 2.8 The Joint Wastewater Advisory Group in the performance of its duties has reviewed various options in regards to the collaborative operations, management and consolidation of wastewater services for the Parties; and
- 2.9 The Joint Wastewater Advisory Group has recommended to the Governing Bodies of the Parties that:

- For reasons of unity of ownership and operation and economic efficiency that it is in the best interests of the persons and properties within the boundaries of the City and the District that the same be subject to one governance of the sewer services within those boundaries because:
 - Annexation of all the area within the District to the City is not practical or legally possible and, in such event, the electors of the District would lose their right to vote in matters involving the governance of their sewer services; and

2.10 In accordance with the terms and conditions of this Agreement:

- The District assures that it is capable of providing all the essential functions of the Existing City Sewer System; and
- The District has agreed to assume and perform the essential functions and operations of the Existing City Sewer System; and
- The District is acquiring sufficient assets, infrastructure, and other resources to perform the essential operations of the Existing City Sewer System; and
- Provisions have been made for the retirement, payment or assumption of any debt, bonds, or other liabilities and obligations of the Existing City Sewer System; and
- Provisions will be made by the Parties for the liquidation and disbursement of the Existing City Sewer System assets and infrastructure, if any, not intended to be transferred to the District; and
- Provisions have been made for post-annexation operation of the District.
- The District will establish director zones for the election of directors.

2.11 The Governing Body/Bodies have the authority, pursuant to and in accordance with Idaho Code Section 42-3240, to proceed with a process for the annexation of the Annexation Area to the District in accordance with the provisions of this Agreement; and

2.12 Based upon the recommendation of the Joint Wastewater Advisory Group and upon the review and investigation of the Governing Bodies of the Parties, it is found by each that it is in the best interests of the persons and properties who receive sewer services from the District and the City that the Annexation Area be annexed into the District in accordance with the terms and conditions of this Agreement; and

2.13 The Parties have determined it is necessary and desirable to enter into this Agreement.

SECTION 3
PROCESS AND CONDITIONS PRECEDENT TO EFFECTIVE DATE OF ANNEXATION,
TRANSFER OF ASSETS AND AGREEMENT OF OPERATIONS

As a condition precedent to the occurrence of the Annexation Date, the provisions of this Agreement, with the exception of this Section 3, shall not become effective until the Parties have completed, in accordance with the provisions of Idaho Code Section 42-3240, each of the following:

- 3.1** Drafted and approved this Agreement by Resolution for public inspection and for public discussion at a joint public hearing; and then
- 3.2** The Parties shall set and hold a joint hearing to receive public testimony on the proposed Agreement inclusive of the annexation and transfer and Agreement of Operation as set forth in this Agreement; and
- 3.3** The Parties' joint public hearing shall be preceded by a joint notice published once a week for two (2) consecutive weeks preceding the hearing, in the Star News which is the newspaper of general circulation in the City and the District which notice shall state the date, time and location of the Parties' joint public hearing and state the purpose of the hearing is to receive public testimony on the proposed annexation, transfer and agreement of operations as set forth in this Agreement and the method for a petition of qualified electors of the City and the District is to be submitted requesting an election to approve the proposed annexation or withdrawal, transfer and agreement of operations as set forth in this Agreement; and then
- 3.4** After the joint public hearing, the Governing Body/Bodies, by majority vote of both Governing Bodies, may either:
 - 3.4.1** Determine to make substantive changes to this Agreement in which case the Parties will repeat the process of this Section 3; or
 - 3.4.2** Each Governing Body will approve a resolution calling for a special election on the Election Date with respect to the following election questions:
 - 3.4.2.1 By the City:**
 - Approval of the annexation of the Annexation Area into the District pursuant to the terms and conditions of this Agreement.
 - 3.4.2.2 By the District:**
 - Approval of the annexation of the Annexation Area into the District pursuant to the terms and conditions of this Agreement; and

- Authorization to issue and sell negotiable revenue bonds of the District for the purpose of financing (i) the design, acquisition and construction of certain capital improvements to the District's post-Annexation wastewater treatment system and water reuse system, including construction of a new water reuse pipeline, and (ii) the acquisition by the District of the Assets and, in connection therewith, provide funds to retire the City's outstanding obligations with respect to the City 2004 Bonds and the City 2008 Bonds; and to pay expenses properly incident thereto including costs of issuance of such bonds.

3.4.2.3 Majority of Elector Requirement: The above-referenced election questions called by the City and by the District for approval must each receive a favorable vote of a majority of the applicable Qualified Electors.

- 3.5** In the event each of the election questions set forth in Section 3.4.2.1 and Section 3.4.2.2 is approved in the manner required by law, the Governing Body/Bodies shall re-approve this Agreement by ordinance or resolution, referencing the completion and performance of Sections 3.1 through 3.4 of this Agreement; and then
- 3.6** The Governing Body/Bodies shall then file with the Fourth District Court of the State of Idaho in and for the County of Valley, a certified copy of this Agreement, the City's and District's ordinance or resolution approved in accordance with Section 3.5 of this Agreement, certified results of the election approving this Agreement and all other necessary documentation requested by the District Court; and then
- 3.7** The Parties shall cooperate to assure that the District Court is satisfied that all the required conditions of Idaho Code Section 42-3240 and this Agreement have been met and shall petition the District Court for an order approving the Annexation subject only to successful issuance of the Bonded Indebtedness; and
- 3.8** Once the District Court enters an order and judgment approving the Agreement inclusive of the annexation, transfer and agreement of operations; the District shall cause the Bonded Indebtedness to be sold in the manner provided by law for the authorization, sale and issuance of bonds, and upon the issuance of the Bonds, the Annexation Date shall occur. The Parties shall record the District Court's judgment with the Valley County Recorder's office and file the same with the Valley County Assessor and with the Idaho State Tax Commission on the Annexation Date.

SECTION 4 SUBJECT AREA OF ANNEXATION

- 4.1 Annexation:** The Annexation Area shall be annexed into the District on the Annexation Date.

SECTION 5 EFFECT OF ANNEXATION

As a result and consequence of Annexation:

- 5.1 Prior Judgments and legal actions:** The Civil Action and all prior judgments and legal actions between the Parties are herein satisfied, settled and or released in consideration of the provisions of this Agreement.
- 5.2** All prior Cooperative Agreements, Settlement Agreement, COWTA, and any other existing Agreements by and between the Parties shall be terminated and superseded by this Agreement.
- 5.3** Except as otherwise expressly provided in Section 9.9 of this Agreement, the Joint Wastewater Advisory Group, Technical Advisory Group, and any other advisory groups existing and formed by the Governing Body/Bodies are discharged as of the Annexation Date.
- 5.4** The Parties shall facilitate any needed assignments from the City to the District of the Easement/License Agreements as of the Annexation Date.

SECTION 6 PERMITS

- 6.1** The Parties have obtained the consent of all Permit issuers for the conveyance, transfer and assignment of all Permits to the District subject to the terms and conditions of this Agreement.
- 6.2** The City shall notify the Director at the United States Environmental Protection Agency (EPA) Region 10, 1200 Sixth Avenue, Suite 900 OWW-191, Seattle, Washington 98101, not less than thirty (30) days in advance of the date of permit transfer, which notice shall contain the following:
 - A copy of this Agreement; and
 - Specific date of transfer of the permit compliance responsibility, coverage and liability.

SECTION 7 ASSETS TRANSFER

- 7.1** On the Annexation Date, in consideration of the provisions of this Agreement and in consideration of the payment by the District to the City of the amount necessary to pay off and/or defease the City 2004 Bonds and the City 2008 Bonds, which amount is

anticipated to be Seven Million Seventy Thousand \$7,070,000 on the Annexation Date the City shall convey, transfer and assign the Assets to the District pursuant to the City's authority as set forth in Idaho Code Sections 42-3240 and 50-1403(4).

7.1.1 The conveyance, transfer and assignment of Assets will be made by the City in the following manner

7.1.1.2 In regards to real property interest, by the passage of an ordinance and as is appropriate by:

- Special warranty deed and acceptance, which will be accompanied by the issuance of standard owner's title insurance policy, with exceptions acceptable to the Parties and in an amount reasonably related to the value of the subject real property as agreed by the Parties, the expense of which shall be paid from the Assets; or by
- easement and lease assignment and acceptance; and

7.1.1.3 In regards to personal property, by written grant/conveyance and acceptance as provided in Idaho Code Section 55-505 in "as-is" condition without any special warranty except for any warranties on said Assets that are transferable to the District.

7.1.2 The conveyance, transfer and assignment of Assets shall occur on the Annexation Date and in accordance with the provisions of the Agreement of Operations as provided in Section 9 of this Agreement.

SECTION 8 BONDED INDEBTEDNESS

8.1 On the Annexation Date, the District shall proceed with the issuance of negotiable revenue bonds in the amount of \$22,070,000 for the purpose of:

- Financing the design, acquisition and construction of certain capital improvements to the District's post-annexation wastewater treatment system and water reuse system, including construction of a new water reuse pipeline, and
- Financing the acquisition by the District of the Assets and, in connection therewith, provide funds to retire the City's outstanding obligations with respect to the City 2004 Bonds and the City 2008 Bonds; and
- Paying expenses properly incident thereto including costs of issuance of such bonds.

SECTION 9

AGREEMENT OF OPERATIONS

- 9.1 Interim Period:** During the Interim Period, the District and the City shall continue the operation of the Existing City Sewer System and maintain billing, in accordance with the provisions of COWTA, subject to any reasonable modifications as reasonably required as mutually agreed to by the Parties as an amendment to COWTA.
- 9.2 Construction of System Improvements:** Following the issuance of District revenue bonds as provided in Section 8.1, the District shall proceed with the planning, construction and operation of the system improvements.
- 9.3 District to establish Director Zones:** The District board of directors shall, as soon as possible by resolution, divide the District into five (5) director zones, as nearly equal in area and parcels being served as practicable and in accordance with Director Zoning Map attached hereto marked Exhibit E, to be known as zone one, two, three, four and five.
- 9.3.1** Prior to the next District election, the District Board of Directors shall adopt a director election transition schedule for each zone, in accordance with the terms of office of the existing directors, which provides that at the end of the last then currently serving director term, there will not be more than one (1) director per director zone.
- 9.3.2** Any vacancy on the Board of Directors shall be filled in accordance with the provisions of Idaho Code Section 42-3210 or any subsequent amendment and/or recodification of said section of the Idaho Code.
- 9.4 Continued Sewer Service and Rates to Properties within the Annexation Area:** Upon acceptance of the Permits and Assets as provided in Section 7 of this Agreement and, upon delivery of the same by the City, the District shall hence forth:
- 9.4.1** Comply with all Easement/Permit Agreements and Permits and exercise all Permit Responsibility including the District Reuse Permit and hold the City harmless from any and all claims originating thereafter regarding the said Permits; and
- 9.4.2** Assume Operational Responsibility and operate and maintain the City Sewerage System, City Wastewater Treatment Plant, and J-Ditch System and the Reuse of Recycled Water and any modifications, replacements of said systems in a reasonable and workman like manner in order to provide continued sewer services to the properties within the Annexation Area that are receiving those services upon the effective date of this Section of this Agreement; and
- 9.4.3** Establish and maintain, as required by the terms of the Bonded Indebtedness, any necessary special dedicated fund for the receipt of monies transferred from the City dedicated to the payment of the same and for the receipt of rate payments received from rate payers in the City which payments are to be used to pay and retire the Bonded Indebtedness.

9.4.4 Shall adopt sewer service rates for properties served within the Annexation Area in accordance with and as recommended in the Rate Study.

9.4.4.1 As circumstances regarding the costs of providing sewer services in the future change from the effective date of this Section, the District may change those rates as are reasonable and in accordance with the law.

9.5 Personnel: Upon Annexation no City personnel will be transferring their employment to the District but shall cooperate with District personnel, as is reasonably needed, in order to then provide for the continued oversight/management of the Assets by the District.

9.6 Ordinances and Policy: The District and the City will communicate and work together in the drafting and enactment of any reasonably needed ordinances and policy to provide for the protection and maintenance of the Sewer System.

9.7 Existing Plan Adoption: Upon the Annexation Date, the District shall adopt, approve, and as appropriate, re-approve the following master plans for operational and planning purposes:

- City of McCall Comprehensive Plan
- District Sewer Master or Facilities Plan
- City Water Master Plan
- City Transportation Master Plan

9.7.1 Unless otherwise specifically provided in this Agreement, any proposed amendment, revision or update of any plan, by either Party, referenced in this section, shall be reviewed for comment and recommendation to the Governing Bodies by the Advisory Group.

9.7.2 Any proposed amendment, revision or update of any plan, referenced in this section, shall not be approved by the Governing Body of the responsible Party until the applicable process of Section 9.8 of this Agreement has been completed.

9.8 Planning, Land Use Regulation, Applications and Annexation Process: The City and the District shall cooperate, as is relevant to the providence of sewer services within the District, on sewer service issues in the process of development of standards and regulations, comprehensive planning, zoning, platting, special use permits, public right-of-way and other land use regulation, development matters and annexations and in this regard:

9.8.1 Parties General Planning and Development Process: The City Public Works and Community Development Departments and the City council and the District's staff and its board of directors shall continually coordinate their respective utility systems and facilities planning and operations, as it affects the providence of sewer services within the District. Such coordination shall be inclusive of the following:

9.8.1.1 The City's public works director shall be included in the District's sewer master plan process, any plans or requests for system upgrade, improvement or expansion and in any pre-annexation petition process; and

9.8.1.2 The District's Operations Managers shall be included in the City's comprehensive planning process involving the Public Services, Facilities and Utilities component and policies of the City's comprehensive plan and in consideration of any changes in City regulations or standards that would have an impact or application to District facilities or operations ; and

9.8.1.3 The City Community Development Department shall provide advance written notice to the District's Operations Manager and invitation to attend any pre-application meeting with developers involving any of the following:

- Comprehensive plan amendment;
- Annexation
- Zoning
- Conditional use permitting
- Planned unit development
- Large residential or commercial or industrial development affecting sewer facilities and system capacities
- Subdivision
- Standards
- Variance

9.8.2 District Policy and Regulation Process: The District board of directors shall, when in the process of adopting, amending or repealing a District policy or regulation, involving its sewage system and facilities:

9.8.2.1 Receive and consider written requests for policy or regulation from the City; and

9.8.2.2 Provide advanced thirty (30) days written notice to the City's Community Development Department and Public Works Department; and receive, review and consider any written and/or oral comment from the City, as is relevant to the mitigation of adverse impact or to provide for consistency in planning and interaction of the providence of services by the Parties.

9.8.3 City Comprehensive Planning process: The City planning and zoning commission and the City council shall, when in the process of the identification and inclusion of additional area to the City's impact area or when in the process of the preparation, implementation, review and updating of the City's

comprehensive plan, provide advanced thirty (30) days written notice to the District; and

9.8.3.1 Receive, review and consider the written and/or oral comment from the District, regarding the areas for inclusion in the impact area or regarding sewage planning and related land use and utility planning, for inclusion in the Public Services, Facilities and Utilities component of the comprehensive plan.

9.8.4 City Zoning Ordinance process: The City planning and zoning commission and the City council shall, when in the process of amending existing zoning, zoning in annexations, establishing new zoning and/or overlay zoning ordinances or when considering zoning land use and standards regulations, provide advanced thirty (30) days written notice to the District; and

9.8.4.1 Effects upon Delivery of Services and Comprehensive Plan Compliance: Receive, review and consider the written and/or oral comment from the District, regarding the effects of any proposed zone or standards regulation change upon the delivery of sewage services by the District and its compliance with relevant sewer services and utility policies of the City's comprehensive plan.

9.8.4.2 Development Agreements: Receive, review and consider reasonable requests from the District for conditional commitments of developers and owners for inclusion in development agreements by the City as a condition of rezoning.

9.8.5 City Special and Conditional Use Permitting: The City planning and zoning commission and the City council shall, when in the process of considering applications for special or conditional use permits, provide advanced thirty (30) days written notice to the District; and

9.8.5.1 Receive, review and consider the written and/or oral comment from the District, regarding the following:

- Whether or not the proposed special use application requires a study to be conducted in order to assess its fiscal and/or environmental affects upon the District's operations; and
- Relevant conditions to be included to mitigate the effects of the proposed development upon the District's ability to provide sewage services which may include any of the following as is reasonable and relevant:
 - ✓ Minimizing adverse impact on other development;
 - ✓ Controlling the sequence and timing of development;

- ✓ Controlling the duration of development;
- ✓ Assuring that development is maintained properly;
- ✓ Designating the exact location and nature of development;
- ✓ Requiring the provision for on-site or off-site public facilities or services;
- ✓ Requiring more restrictive standards than those generally required in an ordinance.

9.8.6 City Subdivision Ordinance, Applications and Mitigation Fees: The City planning and zoning commission and the City council shall, when in the process of consideration of subdivision ordinance standards and regulations or subdivision applications, provide advanced thirty (30) days written notice to the District; and

9.8.6.1 Receive, review and consider the written and/or oral comment from the District, for provisions and/or conditions to provide for the mitigation of the effects of subdivision development on its ability to deliver sewage services without compromising quality of that service to current users and without the imposition of substantial additional costs to provide those services to current users.

9.8.6.2 Provide notice to the District and work with District staff in the consideration and in the drafting of proposals for the adoption and or amendment of the City's subdivision ordinance to provide for subdivision mitigation fees.

9.8.7 City Variance Applications: The City planning and zoning commission and the City council shall, when in the process of considering variance applications which have relevance to the District's operations, provide advance fifteen (15) day written meeting agenda notice to the District; and

9.8.7.1 Receive, review and consider the written and/or oral comment from the District, as are relevant to the mitigation or elimination of any adverse effects the requested variance would have upon the ability of the District to provide sewage services.

9.8.8 City Standards: The City planning and zoning commission and the City council shall provide advanced thirty (30) days written notice to the District, at such times as it is considering standards for: building design; blocks, lots, and tracts of land; easements for public utilities; water systems; sewer systems; storm drainage systems; [whether those standards are provided as part of zoning, subdivision, planned unit development, or separate ordinance adopted, amended, or repealed] and which standards have relevance to the District's operations and shall:

9.8.8.1 Receive and consider written and/or oral communication from the District which may also include District requests for standards adoption.

9.8.9 City Annexation Process: The City planning and zoning commission and the city council shall, in the process of considering applications for or in the process of City initiated, annexation provide to the District thirty (30) days written meeting notice prior to any hearing, of the proposed annexation and the District shall timely respond to the City in writing as to whether or not a simultaneous annexation into the District is recommended or required; and

9.8.9.1 In the event the District recommends or requires simultaneous annexation of the subject area into the District, the City staff, planning and zoning commission and city council shall coordinate with the District staff and board of directors on the annexation process.

9.8.9.2 In the event the real property which is the subject of the annexation is intended to be developed in a manner that requires sewer services then annexation into the District shall be required by the City.

9.8.10 District Annexation Process: The District board of directors shall, in the process of considering a petition of annexation or real property outside of the City limits, thirty (30) days prior to any hearing, notify the City in writing of the proposed annexation and the City shall timely respond to the District in writing as to whether or not a simultaneous annexation into the City is recommended or required; and

9.8.10.1 In the event the City recommends or requires simultaneous annexation of the subject area into the City, the District's Operations Manager and staff, and board of directors shall coordinate with the City staff and planning and zoning commission and City council on the annexation process.

9.8.10.2 In the event the real property, which is the subject of the annexation is contiguous to the City limits, annexation into the City shall be required by the District.

9.8.10.3 In the event the real property, which is the subject of a petition for annexation into the District is not contiguous to the City limits, but is within the City Impact Area, consent of the City Governing Body shall be required as a condition precedent to annexation by the District. Consent of the City Governing Body shall not be arbitrarily or capriciously withheld.

9.8.11 City Development Impact Fees Process: The City staff shall provide notice to the District and work with District staff in regards to the District capital improvement plan and requested interagency agreement for the remittance of development impact fees to the District as a part of the consideration and drafting of proposals for the adoption and or amendment of a City development impact fee ordinance.

9.9 Budget Process: The preparation of the fiscal year budget of each Party shall include the following process:

9.9.1 District: The District shall provide reasonable advance written notice to the City's public works director of the District's initiation of its budget process for the next fiscal year and request for relevant comment and recommendations for consideration for inclusion in the District's budget.

9.9.2 City: The City shall provide reasonable advance written notice to the District's Operations Manager of the City's initiation of its budget process for the next fiscal year and request for relevant comment and recommendations for consideration for inclusion in the City's budget.

9.10 Advisory Group: The Joint Wastewater Advisory Group shall continue subsequent to the Annexation Date in accordance with the following:

9.10.1 Standing Committee: Subsequent to the Annexation Date, the Advisory Group, is established as a standing Joint Committee of the Parties in the exercise of their joint exercise of powers authority pursuant to Idaho Code Sections 67-2326 through 67-2328.

9.10.2 Name: The Advisory Group shall be known and designated as the "Post Annexation Joint Wastewater Advisory Group."

9.10.3 Membership: The then current members of the McCall Joint Wastewater Advisory Group shall continue as members of the Advisory Group for a period of ninety (90) days at which time the Governing Bodies of the Parties shall have appointed members of the Advisory Group in accordance with the following:

9.10.3.1 Number and appointment of Members: There shall be seven (7) members of the Advisory Group which shall consist of the following:

- District's Operations Manager
- City's Public Works Director
- City's Community Development Director [Planning and Zoning administrative department head]
- One District employee appointed by the District's Board of Directors
- One District Director appointed by the District's Board of Directors
- One City Council Member appointed by the City Council
- One District Elector, who is also a resident within the District appointed by agreement of the City Council and the District's Board of Directors for a term of one (1) year. There is no limitations on re-appointment. Filling a vacancy of this member

shall be appointed in the same manner.

9.10.4 Charge: The Advisory Group is charged with the following responsibilities:

9.10.4.1 To monitor, provide assistance, review, and comment to Parties' staff and to report and make recommendations to the Governing Bodies of the Parties regarding the performance of Section 9 [the Agreement of Operations] of this Agreement.

9.10.5 Advisory Group Organization:

9.10.5.1 For ninety (90) days subsequent to the Annexation Date, the Advisory Group shall continue under its existing organizational structure.

9.10.5.2 At the first Group meeting, ninety (90) days subsequent to the Annexation Date and annually thereafter, the Advisory Group members shall select from among their number a Chairperson and a Vice Chairperson. The Chairperson shall be responsible, in consultation with Advisory Group members, for the agenda and sign all official communications as authorized by the Advisory Group. The Chairperson shall likewise conduct the meetings of the Committee. Such duties of the Chairperson shall be performed by the Vice Chairperson in the absence of the Chairperson or as delegated by the Chairperson.

9.10.5.3 The District's Secretary or designee shall serve as the Secretary of the Advisory Group and shall take the minutes of all meetings of the Advisory Group and post the agenda notice in accordance with the Open Meeting Law and shall report any vacancies on the Advisory Group to the City Council and the Board of Directors of the District.

9.10.5.4 The Advisory Group may designate other offices and/or tasks to be held or carried out by its members in the performance of the duties of the Advisory Group.

9.10.5.5 The Advisory Group shall establish a regular meeting schedule.

9.10.5.6 The agenda of each meeting shall include the approval of the minutes of the last meeting and the Secretary shall provide a copy of the approved minutes to the City Council and the Board of Directors of the District.

9.10.5.7 Fifty percent (50%) of the membership of the Advisory Group shall constitute a quorum. Once a quorum is established for a meeting, the subsequent absence of a member present for creating the quorum shall not dismiss the quorum.

9.10.5.8 A majority vote of those present at any meeting is sufficient to carry motions.

9.10.6 Advisory Group Expenses: The costs and expenses of the Advisory Group, unless otherwise specifically agreed by the Parties, shall be an expense of the District with the exception of any expenses of participation by the City council member and the City public works director which shall be borne by the City.

9.10.7 Duration: The Advisory Group shall perpetually continue as a joint standing committee of the Parties. The Advisory Group may be terminated or revised by the mutual agreement of the Parties at any time subsequent to one (1) year following the Annexation Date.

SECTION 10 DEFAULT/DISPUTE PROCESS AND RESOLUTION

10.1 Default Notice and Response: In the event a Party [Claiming Party] claims there is a Default, the Claiming Party shall send written notice of Default to the other Party [Responding Party] specifying the claim of Default and specifying: a reasonable amount time for a response that sets forth the Responding Party's position regarding the claimed Default.

10.1.1 All Default notices shall be made within a reasonable time of the occurrence or within a reasonable amount of time when the Claiming Party should have been on notice of the Default.

10.2 Default Disputes Resolution and Remedies: In the event of a claim of Default and the time for response has lapsed and the claim of Default has not been resolved, the following procedure and remedies shall apply:

10.2.1 Within 30 days, after the date a response to the claim of Default was due, either Party may then provide written Notice of Demand for Mediation of the claim of Default to the other Party and the mediation process shall then proceed as follows:

10.2.1.1 The Parties shall agree upon a Mediator within sixty (60) days of the date the demand for mediation is served. In the event the Parties cannot agree on a Mediator, then the Mediator shall be selected by the following process:

- Each Party submits the name of a Mediator on an identical slip of paper; and
- Each slip of paper shall then be placed in a hat by the District's Chairman at a meeting of the Governing Body of the District; and
- One of the slips of paper shall then be drawn from the hat by a designee of the City and read aloud for the record of the meeting; and

10.2.1.2 The mediation shall be conducted under the direction of the selected Mediator.

10.2.2 In the event the claim of Default is not resolved in mediation, either Party may then file an action for a Declaratory Judgment so long as there is a basis in law or fact over the issues involving an interpretation of this Agreement which meets the jurisdictional qualifications of Idaho Code Section 10-1202 and/or a Breach of Contract action, seeking interpretation of this Agreement and/or damages and/or specific performance of this Agreement.

SECTION 11 NOTICE

11.1 All notices given pursuant to this Agreement or contemplated under this Agreement shall be given as follows:

<p>District:</p> <p>Payette Lakes Recreational Water and Sewer District</p> <p>ATTN: Dale Caza <i>District Operations Manager</i></p> <p>Fax: 208-634-7613</p> <p>E-Mail: caz@citlink.net</p> <p>U.S. Mail: 201 Jacob Street McCall, ID 83638</p>	<p>City:</p> <p>City of McCall</p> <p>ATTN: Nathan Coyle <i>City Manager</i></p> <p>Fax: 208-634-3003</p> <p>E-Mail: ncoyle@mccall.id.us</p> <p>U.S. Mail: 216 E. Park Street McCall, ID 83638</p>
--	---

11.2 Effective Date of Notice: The Effective Date of Notice given under this Agreement shall be three (3) days after the date of posting with the U.S. Postal Service of Notice sent to the Party or upon the day of Notice sent by facsimile or e-mail to the Party.

11.3 Method use for Notice to be Timely: Notice shall be provided in a manner that is most reasonable given the circumstance requiring the Notice.

11.4 Changes in Notice Contact Information: At such times as any of the Notice Contact Information changes for either party, they shall provide the other party with the information in writing using the *Notice of Contact Information Change* form attached hereto as **Appendix 1.**

SECTION 12 COOPERATION OF THE PARTIES

- 12.1 General Cooperation:** In order to complete all the necessary provisions of this Agreement, the City and the District shall, in good faith and in a timely manner, complete all ancillary tasks and execute any and all necessary documents to complete the provisions of this Agreement.

SECTION 13 EFFECTIVE DATE AND AGREEMENT TERM

- 13.1 Initially:** This Agreement shall commence at such time as both Parties have approved a resolution authorizing the execution of this Agreement and this Agreement has been so executed and notice of the same together with the identification of each Party's Administrator.
- 13.1.1** Until the provisions of Section 3 have been completed, the other provisions of this Agreement, except for any relevant provisions directly related to the performance and completion of the provisions of Section 3, are not effective until the completion of the performance of all the provisions of Section 3.
- 13.2 Termination:** This Agreement shall terminate as follows:
- 13.2.1** Upon mutual agreement of the Parties; or
- 13.2.2** In the event the Parties determine to change the Agreement following a public hearing as provided in Section 3.4.1.
- 13.2.3** In the event there is a failure of an election provided for and held in accordance with the provisions of Section 3; or
- 13.2.4** In the event there is a failure to obtain the necessary consents for the transfer and assignment of Permits.
- 13.2.5** In the event there is a failure by the District to sell bonds in the manner necessary to issue the Bonded Indebtedness.

SECTION 14 AMENDMENT PROVISIONS

- 14.1** This Agreement may only be amended in accordance with the following process:
- 14.1.1** An amendment may be proposed by either Party.

- [illegible]

**SECTION 15
GENERAL PROVISIONS**

- 15.1 Attorney Fees:** In the event litigation is brought to enforce any of the terms or provisions of this Agreement, or enforce default thereof by either of the Parties hereto, the successful Party to such action, as shall have been determined by the Court as the prevailing Party, shall be entitled to recover from the losing Party a reasonable attorney fee as determined by the Court.
- 15.2 No Third Party Beneficiaries:** Each Party to this Agreement intends that this Agreement shall not benefit or create any right or cause of action in or on behalf of any person or legal entity other than the Parties hereto.
- 15.3 Severability:** Should any term or provision of this Agreement or the application thereof to any person, parties or circumstances, for any reason be declared illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement, and this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein.
- 15.4 Counterparts:** This Agreement shall be executed by the Parties in two (2) counterparts, and each such counterpart shall be deemed an "original."
- 15.5 Captions:** The subject headings of the paragraphs and subparagraphs of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.
- 15.6 Choice of Law:** This Agreement shall be governed and interpreted by the laws of the State of Idaho.
- 15.7 Assignment:** No Party may assign this Agreement or any interest therein.

IN WITNESS WHEREOF, the undersigned Parties have by action and/or authority of their Governing Bodies caused this Agreement to be executed and made it effective as hereinabove provided, this _____ day of _____, 2017.

DATED AND SIGNED this _____ day of _____, 2017.

CITY OF MCCALL

By: _____

Mayor _____

ATTEST:

By: _____
_____, Clerk
By City Council Resolution No. _____

DATED AND SIGNED this _____ day of _____, 2017.

**PAYETTE LAKES RECREATIONAL
WATER AND SEWER DISTRICT**

By: _____
Chairman _____

ATTEST:

By: _____
_____, Secretary

*W:\Work\McCall Joint Wastewater Advisory Group 24564.000\Annexation Agreement drafts\FINAL for signature\Annexation Agreement
Without Subdistrict Option Revised following Joint Meeting 3-01-17 lh.docx*

EXHIBIT A

ANNEXATION AREA

- City of McCall Sanitary Service Area Maps prepare by Rod M. Skiftun Professional Land Surveyor No. 9585 revision dated 3 Feb 2016 consisting of two (2) pages.
- Legal Description prepared by Rod M. Skiftun Professional Land Surveyor No. 9585 dated February 3, 2016 consisting of seven (7) pages.

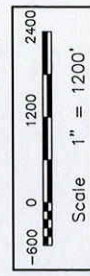
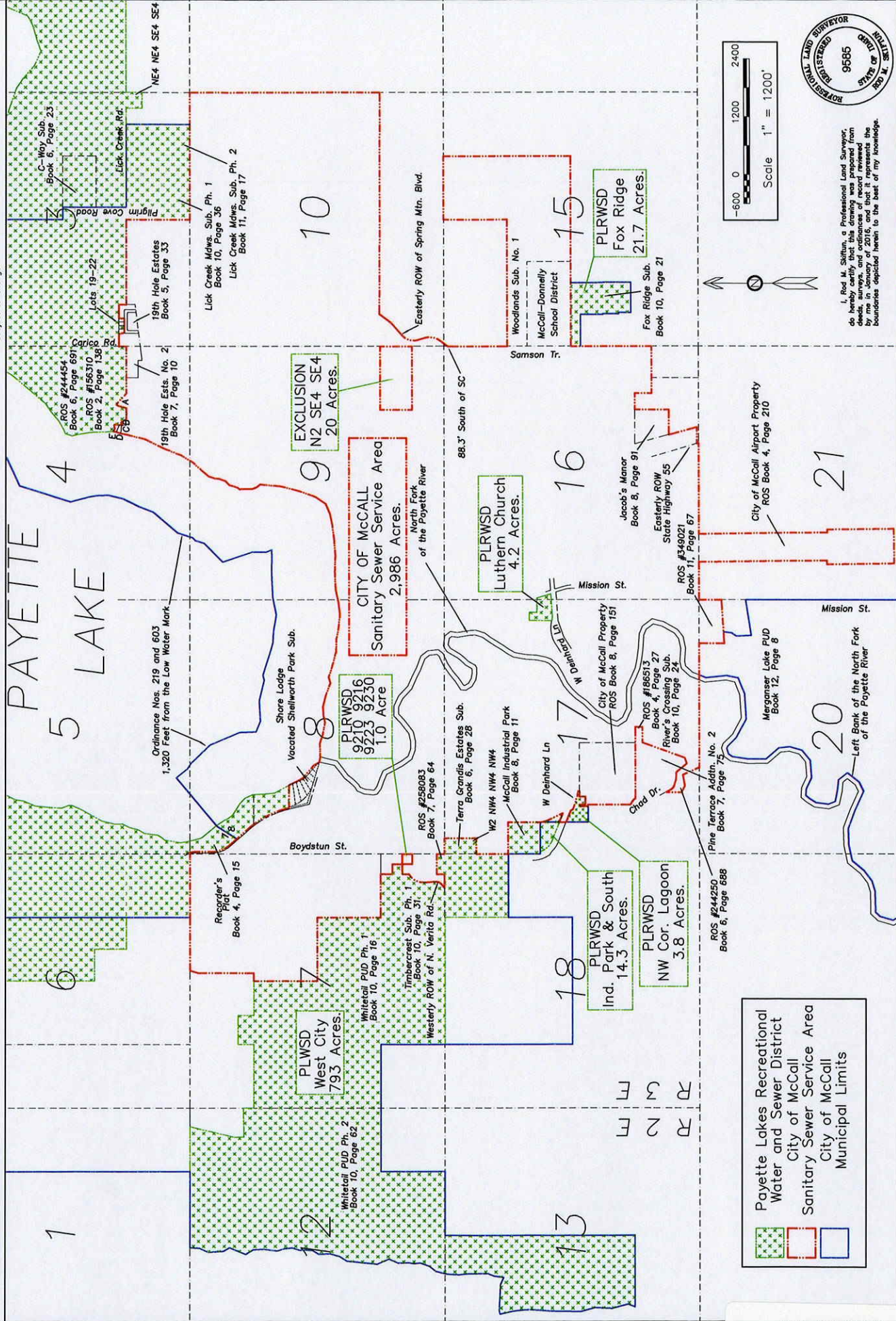


SKIFTUN LAND SURVEYING, INC.
13784 HIGHWAY 55
MCALL, IDAHO 83638
208-634-3696/FAX 208-634-8475

CITY OF MCCALL SANITARY SEWER SERVICE AREA Sections 3-4, 7-10, 15-17, and 20-21, T. 18 N., R. 3 E., B.M., Valley County, Idaho Payette Lake Water & Sewer District - City Limits

Note

This drawing was created without the benefit of a field survey. The boundaries depicted were determined using record data only and the areas shown are approximate. The areas were calculated graphically and are subject to the errors of measurement. The areas shown are for informational purposes only and for the purpose of this drawing is for visual reference and the boundaries herein are subject to change.



I, Rod M. Skiftun, a Professional Land Surveyor, do hereby certify that this drawing was prepared from a true and correct copy of the original survey by me in January of 2016, and that it represents the boundaries depicted herein to the best of my knowledge.

Payette Lakes Recreational Water and Sewer District

City of McCall

Sanitary Sewer Service Area

City of McCall

Municipal Limits

PL130381

SKIFTUN LAND SURVEYING, INC.
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MCALL, IDAHO 83638
208-634-3696/FAX 208-634-9475

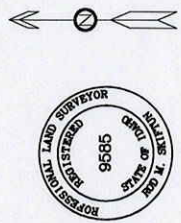
CITY OF McCALL SANITARY SEWER SERVICE AREA

Sections 3-4, 7-10, 15-17, and 20-21, T. 18 N., R. 3 E., B.M., Valley County, Idaho

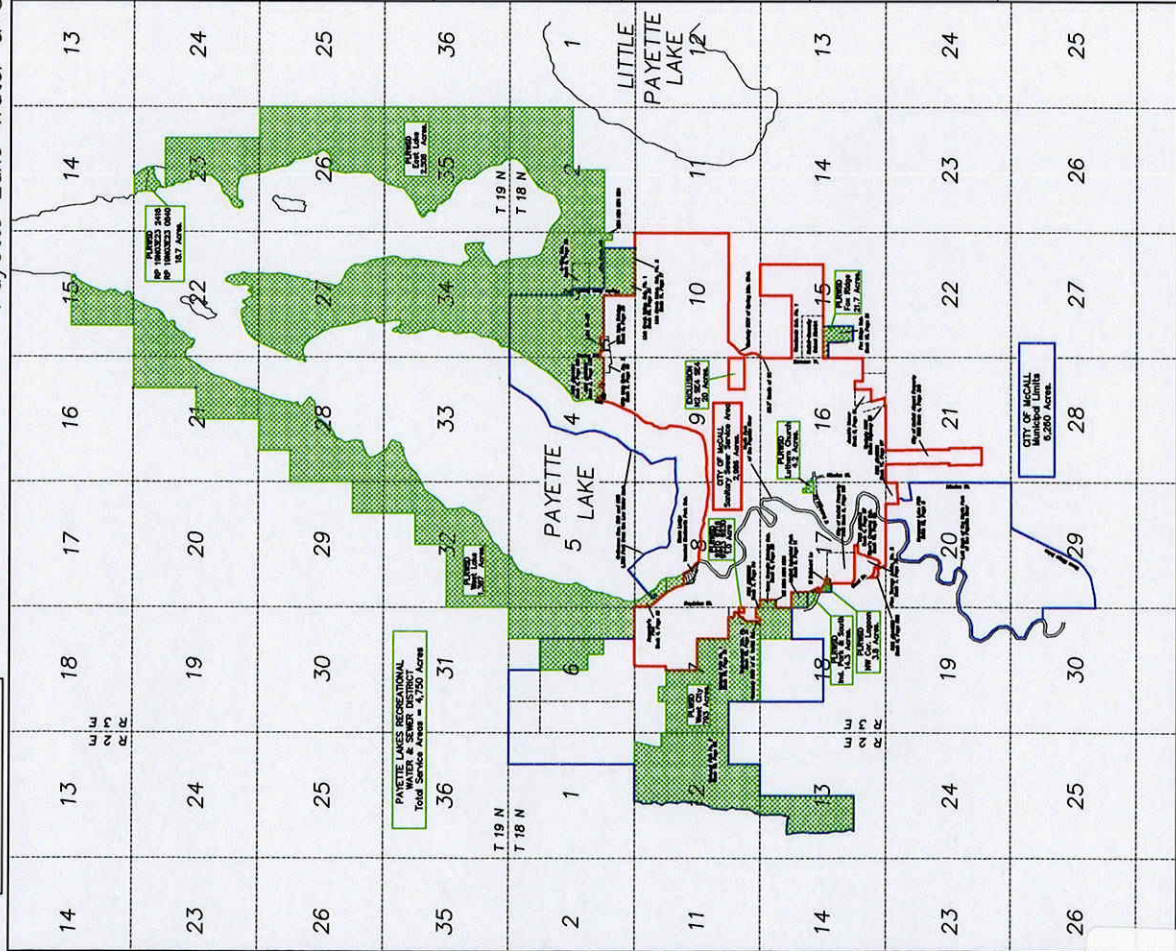
Payette Lake Water & Sewer District - City Limits



Payette Lakes Recreational
Water and Sewer District
Sanitary Sewer Service Area
City of McCall
Municipal Limits

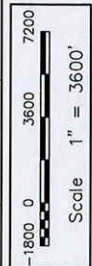


I, Rod M. Skiftun, a Professional Land Surveyor, do hereby certify that this drawing was prepared from a true and correct copy of the original survey, and that the boundaries depicted herein to the best of my knowledge.



Note

This drawing was created without the benefit of a field survey. The boundaries depicted were determined using record data only and the areas shown are approximate. The areas were calculated graphically and are subject to the errors inherent in that process. Any of the boundaries, run along natural and/or improved features, and the area of the service area, shown on this drawing for the purpose of this drawing is for visual reference and the boundaries herein are subject to change.



Payette Lakes Recreational
Water and Sewer District
Sanitary Sewer Service Area
City of McCall
Municipal Limits

PAYETTE LAKES RECREATIONAL
WATER & SEWER DISTRICT
Total Service Areas = 4,750 Acres

PAYETTE LAKES RECREATIONAL
WATER & SEWER DISTRICT
Total Service Areas = 4,750 Acres

CITY OF McCALL
Sanitary Sewer Service Area
2,986 Acres

CITY OF McCALL
Municipal Limits
6,260 Acres

FILE NUMBER: CITY OF McCALL SEWER SERVICE AREA Dwg
3-1-1-1315-1205-1
DATE: 3 FEB 2019



SKIFTUN LAND SURVEYING, INC.
LOTS - BOUNDARY - TOPOGRAPHY - ALTA
SUBDIVISIONS - CONSTRUCTION - FLOOD DATA
Working hard to protect your property investment!

FEBRUARY 3, 2016

Page 1 of 7

CITY OF McCall
SANITARY SEWER SERVICE AREA
Sections 3, 4, 7, 8, 9, 10, 15, 16, 17, 20 and 21, T. 18 N., R. 3 E., B.M.
City of McCall, Valley County, Idaho
2,986 Acres

A parcel of land situate in Sections 3, 4, 7, 8, 9, 10, 15, 16, 17, 20 and 21 T. 18 N., R. 3 E., B.M., City of McCall, Valley County, Idaho, more particularly described as follows:

Commencing at the Section Corner common to Sections 5, 6, 7, and 8, T. 18 N., R. 3 E., B.M., Valley County, Idaho, the **REAL POINT OF BEGINNING**:

Thence, Easterly, 39 feet, more or less, along the line common to said Sections 5 and 8, to the easterly right-of way of Warren Wagon Road,
Thence, Southerly, 2,655 feet, more or less, along said easterly right-of-way to the southerly boundary of Parcel RP M0000008 3719,
Thence, Easterly, 476 feet, more or less, along said southerly boundary, also being the northerly boundary of Parcel RP M0244000 001A, and the northerly boundary of Lot 1, of vacated Shellworth Park Subdivision, as shown on the official plat thereof on file in Book 4, on Page 15 of Plats, in the Office of the Recorder of Valley County, Idaho, to the Ordinary High Water Line of Payette Lake,
Thence, Southeasterly, 730 feet, more or less, along said Ordinary High Water Line, to the Right Bank of the North Fork of the Payette River,
Thence, Easterly, 109 feet, more or less, to the Left Bank of the North Fork of the Payette River, on the Ordinary High Water Line of Payette Lake,
Thence, Easterly and Northeasterly, 9,800 feet, more or less, along said Ordinary High Water Line of Payette Lake, to northerly boundary of S½ S½, of Section 4, T. 18 N., R. 3 E., B.M., Valley County, Idaho,
Thence, Northerly, 270 feet, more or less, to the Northwest Corner of Parcel E, as shown on that particular Record of Survey, recorded as Instrument No. 156310, in Book 2, on Page 138 of Surveys, in the Office of the Recorder of Valley County, Idaho,
Thence, Easterly, 152 feet, more or less, along the northerly boundary of said Parcel E,

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Thence, Southerly, 165 feet, more or less, along the easterly boundary of Parcel C, D, and E of said Survey, to the southerly right-of-way of Agate Street, being the Northwest Corner of Parcel B, of said Survey,

Thence, 194 feet, more or less, along said southerly right-of-way, being the northerly and easterly boundary of said Parcel B, to the Southeast Corner thereof, lying on the northerly boundary of the S½ S½ of said Section 4,

Thence, Easterly, 185 feet, more or less, along said northerly boundary, to the SE 1/16 Corner of said Section 4,

Thence, continuing Easterly, 49.6 feet, more less, along said northerly boundary to the easterly right-of-way of Davis Street, being the Southwest Corner of Parcel A, of said Survey Instrument No. 156310,

Thence, Northerly, 225 feet, more or less, along said easterly right-of-way to the Northwest Corner of said Parcel A,

Thence, Southeasterly, 312 feet, more or less, along the northerly boundary of said Parcel A, to the northerly boundary of the S½ S½, of said Section 4,

Thence, Easterly, 978 feet, more or less, along said northerly boundary, to the South 1/16 Corner, common to Sections 3 and 4, T. 18 N., R. 3 E., B.M., Valley County, Idaho, lying on Carico Road,

Thence,co Northerly, 153 feet, more or less, along the line common to said Sections 3 and 4, to the Northwest Corner of 19th Hole Estates, as shown on the official plat thereof on file in Book 5, on Page 33 of Plats, in the Office of the Recorder of Valley County, Idaho,

Thence, Easterly, 261 feet, more or less, along the northerly boundary of said 19th Hole Estates, to the North Corner of Lots 18 and 19, of said subdivision,

Thence, Southeasterly, 115.47 feet, more or less, to the northerly right-of-way of Fairway Loop, being the South Corner of said Lots 18 and 19,

Thence, Easterly, 294 feet, more or less, along said northerly right-of-way to the South Corner of Lots 22 and 23, of said subdivision,

Thence, Northerly, 111.18 feet, more or less, to the northerly boundary of said subdivision, being the North Corner of said Lots 22 and 23,

Thence, Easterly, 290 feet, more or less, along said northerly boundary to the Northeast Corner of said 19th Hole Estates,

Thence, Southerly, 153 feet, more or less, to the northerly boundary of the S½ SW¼ of said Section 3,

Thence, Easterly, 1,767 feet along said northerly boundary to the Center South 1/16 Corner of said Section 3, being the Northwest Corner of Lick Creek Meadows Subdivision Phase 1, as shown on the official plat thereof on file in Book 10, on Page 36 of Plats, in the Office of the Recorder of Valley County, Idaho,

Thence, Southerly, 1,324 feet, more or less, to the Quarter Corner common to Sections 3 and 10, T. 18 N., R. 3 E., B.M., Valley County, Idaho, being the Southwest Corner of said Subdivision,

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Thence, Easterly, 1,971 feet, more or less, along the line common to said Sections 3 and 10, to the Southeast Corner of Lick Creek Meadows Subdivision Phase 2, as shown on the official plat thereof on file in Book 11, on Page 17 of Plats, in the Office of the Recorder of Valley County, Idaho,

Thence, continuing Easterly, 660 feet, more or less to the Section Corner common to Sections 2, 3, 10 and 11, T. 18 N., R. 3 E., B.M., Valley County, Idaho,

Thence, Southerly, 3,960 feet, more or less, to the South 1/16 Corner common to said Sections 10 and 11,

Thence, Westerly, 4,605 feet along the northerly boundary of the S½ S½, of said Section 10, to the easterly right-of-way of Spring Mountain Boulevard,

Thence, Southwesterly, 1,593 feet, more or less, along said easterly right-of-way, to the line common to Sections 10 and 15, T. 18 N., R. 3 E., B.M., Valley County, Idaho,

Thence, continuing Southwesterly, 176 feet, more or less, along said easterly right-of-way, to the line common to Sections 15 and 16, T. 18 N., R. 3 E., B.M., Valley County, Idaho,

Thence, Southerly, 1,235 feet, more or less, to the North 1/16 Corner common to said Sections 15 and 16,

Thence, Easterly, 2,640 feet, more or less, along the northerly boundary of the S½ NW¼, of said Section 15,

Thence, Northerly, 1,320 feet, more or less, to the Quarter Corner common to said Sections 10 and 15,

Thence, Easterly, 1,320 feet, more or less, to the East 1/16 Corner common to said Sections 10 and 15,

Thence, Southerly, 2,640 feet, more or less, to the Center East 1/16 Corner of said Section 15,

Thence, Westerly, 3,960 feet, more or less, to the Quarter Common to said Sections 15 and 16,

Thence, Southerly, 1,669 feet, more or less, along the line common to said Sections 15 and 16, to the Southeast Corner of Parcel RP 18N03E16 7200m,

Thence, Westerly, 980 feet, more or less, along the southerly boundary of said Parcel RP 18N03E16 7200, to the Southwest Corner thereof,

Thence, Northerly, 348 feet, more or less, along the westerly boundary of said Parcel, to northerly boundary of the SE¼ SE¼, of said Section 16, being the Northeast Corner of said Parcel RP 18N03E16 7200,

Thence, Westerly, 340 feet, more or less, along said northerly boundary to the Southeast 1/16 Corner of said Section 16,

Thence, Southerly, 707 feet, along the westerly boundary of said SE¼ SE¼,

Thence, Westerly, 525 feet, more or less, along the southerly boundary of Jacob's Manor, as shown on the official plat thereof on file in Book 10, on Page 36 of Plats, in the Office of the Recorder of Valley County, Idaho, to the Southwest Corner thereof,

Thence, Southeasterly, 595 feet, more or less, to the northerly right-of-way of Krahn Lane,

Thence, Westerly, 344 feet, more or less, along said northerly right-of-way to the easterly right-of-way of Highway 55,

Thence, Southeasterly, 41 feet, more or less, along said easterly right-of-way, to the line common to Sections 16 and 21, T. 18 N., R. 3 E., B.M., Valley County, Idaho,

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Thence, Westerly, 622 feet, more or less, to the Quarter Corner common to said Sections 16 and 21,
Thence, continuing Westerly, 1,268 feet, more or less, to a point on easterly boundary of the McCall
Municipal Airport parcel, as shown on that particular Record of Survey, recorded as Instrument
No. 202221, in Book 4, on Page 210 of Surveys, in the Office of the Recorder of Valley County,
Idaho,
Thence, Southerly, 2,657 feet, more or less, along said easterly parcel boundary, to the northerly
boundary of the NE $\frac{1}{4}$ SW $\frac{1}{4}$, of said Section 16,
Thence, Easterly, 59 feet, more or less, along said northerly boundary,
Thence, Southerly, 1,101 feet, along said airport parcel boundary,
Thence, Westerly, 720 feet, more or less, along the southerly boundary of said parcel,
Thence, Northerly, 1,118 feet, more or less, along the westerly boundary of said parcel, to the northerly
boundary of the NW $\frac{1}{4}$ SW $\frac{1}{4}$, of said Section 16,
Thence, Easterly, 61 feet, more or less, along said northerly boundary,
Thence, Northerly, 2,653 feet, more or less, along said westerly parcel boundary, to the line common to
said Sections 16 and 21,
Thence, Westerly, 798 feet, more or less, to the Section Corner common to Sections 16, 17, 20 and 21,
T. 18 N., R. 3 E., B.M., Valley County, Idaho,
Thence, Southerly, 460 feet, more or less, along the line common to said Sections 20 and 21, to the
Southeast Corner of the 10 acre parcel, as shown on that particular Record of Survey, recorded
as Instrument No. 349021, in Book 11, on Page 67 of Surveys, in the Office of the Recorder of
Valley County, Idaho,
Thence, Southwesterly, 673 feet, more or less, to the Northeast Corner of Lot 2, Merganser Lake PUD,
as shown on the official plat thereof on file in Book 12, on Page 8 of Plats, in the Office of the
Recorder of Valley County, Idaho,
Thence, continuing Southwesterly, 227 feet, more or less, to the Northwest Corner of said Lot 2, being
an angle point on the easterly boundary of Lot 3, of said subdivision,
Thence, Northerly, 518 feet, more or less, to the Northeast Corner of said Lot 3, on the line common to
said Sections 17 and 21,
Thence, Westerly, 1,770 feet, more or less, to the Quarter Corner common to said Sections 17 and 21,
Thence, continuing Westerly, 838 feet, more or less, along said common section line, to the Southwest
Corner of River's Crossing Subdivision, as shown on the official plat thereof on file in Book 10,
on Page 24 of Plats, in the Office of the Recorder of Valley County, Idaho, also being the
Southeast Corner of Parcel RP 18N03E17 6935,
Thence, Northwesterly, 804 feet, more or less, along the southerly boundary of said Parcel RP
18N03E17 6935, to the Southwest Corner thereof,
Thence, Northwesterly, 753 feet, more or less, along the boundary common to said River's Crossing
Subdivision, and the southerly boundary of said parcel, to the Southwest Corner thereof,
Thence, Northerly, 316 feet, more or less, along the westerly boundary of said parcel, to the southerly
right-of-way of Chad Drive, as shown on Record of Survey, Book 6, on Page 688,

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Thence, Easterly, 504 feet, more or less, along said southerly right-of-way, to the Northwest Corner of Lot 25, Pine Terrace Addition No. 2, as shown on the official plat thereof on file in Book 7, on Page 75 of Plats, in the Office of the Recorder of Valley County, Idaho,

Thence, Southeasterly, 284 feet, more or less, along the westerly boundary of said Lot 25, to the Southwest Corner thereof, also being a corner of Lot 2, said River's Crossing Subdivision,

Thence, Northeasterly, 125 feet, more or less, along the common boundary between said Pine Terrace Subdivision No. 2 and River's Crossing Subdivision,

Thence, Northeasterly, 927 feet, more or less, along said common boundary, to the Southwest Corner of Parcel RP 18N03E17 6605m, as shown on that particular Record of Survey, recorded as Instrument No. 186513, in Book 4, on Page 27 of Surveys, in the Office of the Recorder of Valley County, Idaho,

Thence, Easterly, 323 feet, more or less, along the boundary common to said River's Crossing Subdivision, and the southerly boundary of said parcel, to the Southeast Corner thereof,

Thence, Northerly, 147 feet, more or less, along the boundary common to said River's Crossing Subdivision, and the easterly boundary of said parcel, to the Northeast Corner thereof, also being the Center South 1/16 Corner of said Section 17,

Thence, Westerly, 259 feet, more or less, along the boundary common to said River's Crossing Subdivision, and the northerly boundary of said parcel, to the Southwest Corner of Lot 9, said Subdivision,

Thence, continuing Westerly, 11 feet, more or less, to Northeast Corner of Lot 17, said Pine Terrace Addition No. 2,

Thence, continuing Westerly, 1,066 feet, more or less, along the northerly boundary of said subdivision, to the Southwest 1/16 Corner of said Section 17,

Thence, continuing, Westerly, 145 feet, more or less, to easterly right-of-way of Chad Drive, being the Northwest Corner of Lot 9, of said subdivision,

Thence, Northwesterly, 178 feet, more or less, along said northerly right-of-way to the Southwest Corner of the City of McCall Property parcel, as shown on that particular Record of Survey, recorded as Instrument No. 293266, in Book 8, on Page 151 of Surveys, in the Office of the Recorder of Valley County, Idaho,

Thence, Northerly, 879 feet, along the westerly boundary of said parcel, to the southerly boundary of the S1/2 N1/2 NW1/4 SW1/4, of said Section 17,

Thence, Westerly, 30 feet, more or less, along said southerly boundary, to the westerly boundary of City of McCall Easement, recorded as Instrument No. 246101,

Thence, Northerly, 170 feet, more or less, along the westerly boundary of said easement,

Thence, Easterly, 30 feet, more or less, along the northerly boundary of said easement,

Thence, Southerly, 120 feet, more or less, along the easterly boundary of said easement, to the northerly boundary of said City of McCall Property parcel,

Thence, Easterly, 168 feet, more or less, along said northerly parcel boundary,

Thence, Northerly, 120 feet, more or less, along said northerly parcel boundary,

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Thence, Easterly, 114 feet, more or less, along said northerly parcel boundary, to the easterly boundary of said S1/2 N1/2 NW1/4 SW1/4,
Thence, Northerly, 28 feet, more or less, along the easterly boundary of said S1/2 N1/2 NW1/4 SW1/4, to the southerly right-of-way of West Deinhard Lane,
Thence, Westerly, 707 feet, more or less, along said southerly right-of-way, to the easterly boundary of the SW1/4 SW1/4 NW1/4, of said Section 17,
Thence, Northerly, 145 feet, more or less, along said easterly boundary, to the southerly right-of-way of West Deinhard Lane,
Thence, Southeasterly, 205 feet, more or less, along the southerly right-of-way parcel, to the westerly boundary of the City of McCall Sewer Lagoon parcel,
Thence, Northerly, 510co feet, more or less, along said westerly lagoon parcel boundary, to the Southeast Corner of the McCall Industrial Park, as shown on the official plat thereof on file in Book 8, on Page 11co of Plats, in the Office of the Recorder of Valley County, Idaho,
Thence, Northerly, 663 feet, more or less, along the easterly boundary of said Industrial Park, to the Northeast Corner thereof,
Thence, Westerly, 668 feet, more or less, along the northerly boundary of said Park, to the North 1/16 Corner common to Sections 17 and 18, T. 18 N., R. 3 E., B.M., Valley County, Idaho,
Thence, Northerly, 662 feet, more or less, along the line common to said Sections 17 and 18, to the Southwest Corner of the W1/2 NW1/4 NW1/4 NW1/4, of said Section 17,
Thence, Easterly, 330 feet, more or less, to the Southeast Corner of said W1/2 NW1/4 NW1/4 NW1/4,
Thence, Northerly, 660 feet, more or less, to the Northeast Corner of said W1/2 NW1/4 NW1/4 NW1/4,
Thence, Westerly, 330 feet, more or less, along the northerly boundary of said W1/2 NW1/4 NW1/4 NW1/4, to the Section Corner common to Sections 7, 8, 17 and 18, T. 18 N., R. 3 E., B.M., Valley County, Idaho,
Thence, Northerly, 163 feet, more or less, along the line common to said Sections 7 and 8, to the Northeast Corner of Parcel 1, as shown on that particular Record of Survey, recorded as Instrument No. 258083, in Book 7, on Page 64 of Surveys, in the Office of the Recorder of Valley County, Idaho,
Thence, Westerly, 416 feet, more or less, to the Northwest Corner of Parcel 3, of said Survey Instrument No. 285083,
Thence, Southerly, 163 feet, more or less, along the westerly boundary of said Parcel 3, to the line common to said Sections 7 and 18,
Thence, Westerly, 288 feet, more or less, along said common section line, to the westerly right-of-way of North Verita Road, as shown on the official plat of Timbercrest Subdivision Phase 1, on file in Book 10, on Page 31of Plats, in the Office of the Recorder of Valley County, Idaho,
Thence, Northerly, 854 feet, more or less, along said westerly right-of-way to the westerly boundary of Parcel RP M0000007 9075,
Thence, Northerly, 136 feet, more or less, along said westerly boundary, to the Southwest Corner of Parcel RP M0000007 9055,
Thence, Easterly, 209 feet, more or less, to the Southeast Corner of said parcel,

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Thence, Northerly, 207 feet, more or less, to the Northeast Corner of said parcel,
 Thence, Westerly, 209 feet, more or less, to the Northwest Corner of said parcel,
 Thence, Northerly, 237 feet, more or less, to the southerly boundary of the NE1/4 SE1/4, of said Section 7, being the Northwest Corner of Parcel RP M0000007 9010,
 Thence, Westerly, 907 feet, more or less, to the Southeast 1/16 Corner of said Section 7,
 Thence, Northerly, 1,320 feet, more or less, to the Center East 1/16 Corner of said Section 7,
 Thence, Westerly, 1,320 feet, more or less, to the Center ¼ Corner of said Section 7,
 Thence, Northerly, 1,314 feet, more or less, to the southerly boundary of Ski Ranch Subdivision, Amended, as shown on the official plat of thereof, on file in Book 8, on Page 53 of Plats, in the Office of the Recorder of Valley County, Idaho,
 Thence, Easterly, 169 feet, more or less, along the southerly boundary of said subdivision, to the Southeast Corner of Lot 12 thereof,
 Thence, Northerly, 1,154 feet, more or less, to the southerly right-of-way, being the Northeast Corner of Lot 2, of said subdivision,
 Thence, Northeasterly, 175 feet, more or less, to the northerly right-of-way of State Highway 55, on the line common to Sections 6 and 7, T. 18 N., R. 3 E., B.M., Valley County, Idaho,
 Thence, Easterly, 1,102 feet, more or less, to the East 1/16 Corner common to said Sections 6 and 7,
 Thence, continuing Easterly, 1,320 feet, along said common line, to the **Point of Beginning**.

EXCEPTING THEREFROM:

Four contiguous parcels of land, totaling 1.0 acre, more or less, situate in the SE1/4 of the SE1/4, of Section 7, T. 18 N., R. 3 E., B.M., Valley County, Idaho, being Parcels RP M0000007 9210, RP M0000007 9216, RP M0000007 9230, and RP M0000007 9223.
 A parcel of land, containing 4.2 acres, more or less, situate in the SE1/4 of the NE1/4, of Section 17, and the SW1/4 of the NW1/4, of Section 16, T. 18 N., R. 3 E., B.M., Valley County, Idaho, being Parcels RP M0000017 1905.
 A parcel of land, containing 20.0 acres, more or less, being the N1/2 of the SE1/4 of the SE1/4, of Section 9, T. 18 N., R. 3 E., B.M., Valley County, Idaho, being Parcels RP 18N03E09 9005.

The above described parcel of land has a total area minus exceptions = **2,986 ACRES**, more or less.

The above description was created without benefit of a field survey. The boundary was determined using record data, the bearings and distances are approximate, and distances stated for any given course using a called to boundary are approximate. All distance are for reference only and the total distances along any boundary called are simply record distances along the boundary added together. THE AREA SHOWN ABOVE, GIVEN THE NATURE OF THE DESCRIPTION, WAS DETERMINED GRAPHICALLY ONLY. CALCULATED CLOSURE WAS NOT POSSIBLE.

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EXHIBIT B

ASSETS

The following are listed in order of their appearance in this exhibit.

REAL PROPERTY:

The J-Ditch Pond Real Property description:

- *See attached copy of Quitclaim Deed dated May 5, 2003 Recorded as Instrument #271792 Valley County Recorder consisting of eight (8) pages.*

The Sewer Treatment Plant:

- *See attached copy of Warranty Deed dated September 13, 1967 recorded as Instrument #68596 consisting of four (4) pages.*
- *See attached copy of Warranty Deed dated March 16, 1982 recorded as Instrument #119122 consisting of one (1) page.*
- *See attached copy of Warranty Deed dated February 8, 1982 consisting of three (3) pages*

PERSONAL PROPERTY AND IMPROVEMENTS ON REAL PROPERTY DESCRIPTIONS:

- Lift Station List attached consisting of one (1) page.
- Personal Property excel list consisting of three (3) pages.
- Lists of various assets inclusive of improvements on real property and equipment consisting of eleven (11) pages.

VARIOUS EASEMENTS AND RIGHTS-OF-WAY FOR THE LOCATION AND MAINTENANCE OF THE City Sewerage System: means and refers to the City of McCall's intercepting sewers, outfall sewers, force mains, collecting sewers, pumping stations, ejector stations, structures, buildings, machinery, equipment connections and all other appurtenances to its said system used for the collection and transportation to the City Wastewater Treatment Plant NOT OTHERWISE DESCRIBED ABOVE which will be identified by the Parties accordingly and conveyed on the Annexation Date.

SEWER FUND BALANCE: The balance of the City's Sewer Proprietary fund balance, after the payment of expenses of that fund, to be identified by the Parties and transferred on the Annexation Date.

47

0428702

Instrument # 271792

VALLEY COUNTY, CASCADE, IDAHO

2003-05-15 01:15:38 No. of Pages: 8

Recorded for: CLARK & FEENEY

LELAND G. HEINRICH

Fee: 24.00

Ex-Officio Recorder Deputy

Index to: QUITCLAIM DEED

QUITCLAIM DEED

THIS INDENTURE Made this 5th day of May, 2003, between ESTATE OF
JOHN PHILIP SEUBERT, party of the first part, and **JEANNE M CHERIE SEUBERT**, party
 of the second part, who has stated her current address to be:

WITNESSETH, That

The party of the first part, for and in consideration of the sum of ONE DOLLAR (\$1.00) and
 other good and valuable considerations, to him in hand paid by the party of the second part, receipt
 whereof is hereby acknowledged, does by these presents remise, release and forever quitclaim unto
 the party of the second part, and to her heirs and assigns, all of his right, title and interest now held
 or hereafter acquired in and to the following described real properties, situate in the County of
 Valley, State of Idaho, to-wit:

See attached Exhibit "A"

TOGETHER With all and singular the tenements, hereditaments and appurtenances thereunto
 belonging or in anywise appertaining, and the reversions, remainders, rents, issues and profits
 thereof.

TO HAVE AND TO HOLD All and singular the said premises unto the party of the second
 part, and to her heirs and assigns forever.

IN WITNESS WHEREOF the party of the first part has hereunto set his hand and seal the
 day and year hereinabove first written.

STATE of IDAHO	
County of Idaho	
Recorded at request of	
<u>Clark & Feeney</u>	
at <u>10:00 A</u> m on <u>5-9-03</u>	
ROSE E. GEHRING	
By <u>Amanda Crossley</u>	Recorder
Fees \$ <u>24.00</u>	Deputy

M/ PO Box 285
 Lewiston ID 83501

ESTATE OF JOHN PHILIP SEUBERT

Jeanne M. Cherie Seubert
 By: Jeanne M. Seubert, Personal Representative

1

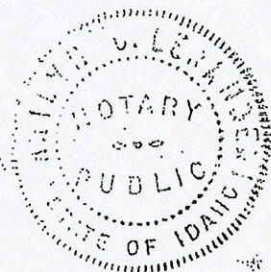
LAW OFFICES OF
CLARK AND FEENEY
 LEWISTON, IDAHO 83501

EXHIBIT B
 Page 28-1

STATE OF IDAHO)
 Idaho) ss.
County of ~~Nez Perce~~)

On this 5th day of May, 2003, before me, the undersigned, a Notary Public in and for said state, personally appeared **Jeanne M. Seubert**, known or identified to me to be the Personal Representative of the Estate of John Philip Seubert and the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

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



Maureen C. Feeney
Notary Public for the State of Idaho
Residing at Cottonwood, therein.
My commission expires: 7-16-2003

Item 6. McCall Quarry

Situate in Valley County, Idaho, to wit:

A parcel of land situate in the NE1/4 of the SE1/4 of Section 18, Township 18 North, Range 3, EBM, Valley County, Idaho, more particularly described as follows: Commencing at a brass cap marking the 1/4 corner common to Sections 17 and 18, Township 18 North, Range 3 East, Boise Meridian, Valley County, Idaho; thence S. 00°06'33" W., 510.36 feet along the line common to said Sections 17 and 18 to a 5/8" rebar, the real point of beginning: Thence continuing S. 00°06'33" W., 219.85 feet along said common line to a 5/8" rebar on the north right-of-way of Chad Lane, thence 57.34 feet along a non-tangent curve to the right whose long chord bears N. 49°16'03" W., 57.32 feet, whose radius is 659.73 feet and delta angle is 04°58'46" along said north right-of-way to a 5/8" rebar, thence N. 46°46'40" W., 962.90 feet along said north right-of-way to a 5/8" rebar, thence S. 89°52'33" E., 238.54 feet along a line parallel to and 35.00 feet south of the east-west center section line of said Section 18, thence S. 46°46'40" E., 695.73 feet to the Point of Beginning. Bearings based on State Plane Grid Azimuth.

AND

A parcel of land situate in the SW1/4 of the NW1/4 and the N1/2 of the SW1/4, Section 17, and the SE1/4 of the NE1/4 and the NE1/4 of the SE1/4, Section 18, T. 18 N., R. 3 E., BM, Valley County, Idaho, more particularly described as follows:

Commencing at the 1/4 Corner common to Sections 17 and 18, T. 18 N., R. 3 E., B.M., Valley County, Idaho; thence N. 0°10'56" E., 298.02 feet along the line common to said Sections 17 and 18 to the Real Point of Beginning: thence S. 89°52'18" E., 809.97 feet; thence S. 25°40'30" E., 331.02 feet to the northerly boundary of said N1/2SW1/4, thence S. 89°52'18" E., 382.86 feet to the CW 1/16 corner of said Section 17, thence S. 0°09'19" W., 128.34 feet; thence S. 89°54'08" E., 668.55 feet, thence S. 0°10'42" W., 203.00 feet to the C-N-NE-SW 1/256 corner of said Section 17, thence S. 89°54'08" E., 334.23 feet to the NE-NE-SW 1/256 corner of said Section 17, thence S. 0°11'24" W., 661.62 feet to the SE-NE-SW 1/256 corner of said Section 17, thence N. 89°57'48" W., 1,002.30 feet to the C-S-N-SW 1/256 corner of said Section 17, thence continuing N. 89°57'48" W., 236.81 feet, thence S. 32°09'32" W., 210.02 feet to the northerly right-of-way of Chad Drive, thence N. 57°50'28" W., 320.00 feet along said right-of-way to a 5/8" rebar, thence 44.29 feet along said right-of-way on a curve to the left, whose long chord bears N. 65°18'14" W., 44.16 feet, radius is 170.00 feet and delta angle is 14°55'32" to a 5/8" rebar, thence N. 72°46'00" W., 485.13 feet along said right-of-way, thence 241.91 feet along said right-of-way on a curve to the right, whose long chord bears N. 62°15'43" W., 240.56 feet, radius is 659.73 feet and delta angle is 21°00'34" to the line common to said Sections 17 and 18, thence N. 0°06'33" E.,

Exhibit A to Schedule A
Estate of John P. Seubert, Deceased
SSN: 519-36-3718

219.85 feet along said section line, thence N.46°46'40"W., 695.73 feet; thence N.89°52'33"W., 238.54 feet to the northerly right-of-way of Chad Drive, thence N.46°46'40"W., 47.17 feet along said right of way to a 5/8" rebar, thence 105.31 feet along said right-of-way on a curve to the left, whose long chord bears N.68°19'37"W., 102.84 feet, radius is 140.00 feet and delta angle is 43°05'54" to a 5/8" rebar, thence N.89°52'33"W., 52.37 feet to a 5/8" rebar marking the south west corner of Lot 1, Blue Jay Subdivision as shown on the Official Plat thereof on file in Book 7, Page 78 of Plats in the Office of the Recorder of Valley County, Idaho, thence N.0°12'15"E., 261.00 feet to a 5/8" rebar marking the northwest corner of said Lot 1, thence East 928.82 feet to the Point of Beginning, containing 63.493 acres, more or less. ALONG with an undescribed 30 foot wide drainage easement running from the eastern most boundary of the above-described property to the North Fork of the Payette River, to be located or relocated by mutual agreement of the adjoiners. ALONG with a 60 foot wide access easement situate west of and adjacent to the City of McCall Lagoon property, running from the north boundary of Lot 8, McCall Industrial Park to the north boundary of the above-described parcel. ALONG with and subject to a 70 foot wide access and utility easement to extend Boydston Street south along the section line common to Sections 17 and 18 to Chad Drive. SUBJECT to a 70 foot wide access and utility easement extending westerly along the center section line of Section 18 from the 1/4 corner common to Sections 17 and 18 to extend West Mountain Road to Boydston Street. SUBJECT to Idaho Power line easements of record. Bearings based on State Plane Grid. SUBJECT to Power line easement granted to Idaho Power Company recorded as Instrument Nos. 47383, 120522 and 151497; and to Right-of-way granted to the City of McCall, recorded as Instrument No. 119128.

AND

A parcel of land situate in the SW1/4 of the NW1/4 Section 17, T.18 N., R.3 E., B.M., Valley County, Idaho, more particularly described as follows: Commencing at the 1/4 corner common to Sections 17 and 18, T. 18 N., R. 3 E., B.M., Valley County, Idaho; thence N. 0°02'44"W., 294.01 feet along the line common to said Sections 17 and 18 to a point; thence N.89°59'58"E., 809.06 to a point on the Eastern boundary of a 60' wide easement, the Real Point of Beginning; thence in a Northwesterly direction along the said Eastern boundary of a 60' wide Easement to the Southeast corner of Lot 8, McCall Industrial Park Subdivision,

Exhibit A to Schedule A
Estate of John P. Seubert, Deceased
SSN: 519-36-3718

according to the official plat thereof recorded August 24, 1987, as Instrument No. 156826; thence West along the South boundary line of said McCall Industrial Subdivision to the Southwest corner of Lot 9, McCall Industrial Subdivision; thence South a distance of 361.98 feet more or less, to a point on a line which is S.89°59'58"W. of the Real Point of Beginning; thence N.89°59'58"E., back to the Real Point of Beginning. TOGETHER WITH a 60' wide access easement across the East 60' of Lot 8, McCall Industrial Park Subdivision. SUBJECT to a 60' wide easement along the entire Easterly boundary of the above-described parcel. SUBJECT to public utility easements, subdivision restrictions and U.S. Patent reservations.

AND

A parcel of land situate in the N1/2 of the SW1/4 of Section 17, T. 18 N., R. 3 E., B.M., Valley County, Idaho, more particularly described as follows: Commencing at a brass cap marking the 1/4 corner common to Sections 17 and 18, T.18N., R.3E., B.M., Valley County, Idaho; thence S.89°52'18"E., 2,340.10 feet along the east-west center section line of said Section 17; thence S.00°11'24"W., 992.43 feet to a 5/8" rebar marking the SE-NE-SW 1/256 corner of said Section 17, the Real Point of Beginning; thence, continuing S.00°11'24"W., 331.04 feet to the north boundary of Pine Terrace Addition No. 2, as shown on the official Plat thereof on file in the office of the Recorder of Valley County, Idaho, in Book 7 on page 75 of Plats; thence N.89°59'38"W., 1146.65 feet along said north boundary to a 5/8" rebar on the northerly right-of-way of Chad Lane; thence 95.05 feet along a non-tangent curve to the left whose long chord bears N.44°13'34"W., 94.16 feet, whose radius is 200.00 feet and delta angle is 27°13'49" along said northerly right-of-way; thence N.57°50'28"W., 162.39 feet along said northerly right-of-way to a 5/8" rebar; thence N.32°09'32"E., 210.02 feet to a 5/8" rebar; thence S.89°57'48"E., 1,239.11 feet to the Point of Beginning.

AND

A parcel of land situate in the NE1/4 of the SW1/4 of Section 17, T.18N., R.3 E., B.M., Valley County, Idaho, more particularly described as follows: Commencing at a Brass Cap marking the 1/4 corner common to Sections 17 and 18, T.18N., R.3E., B.M., Valley County, Idaho; thence S. 89°52'18"E., 2,340.10 feet along the east-west center section line of said Section 17; thence S.00°11'24"W., 165.96 feet to the Real Point of Beginning; thence

26A

13

Exhibit A to Schedule A
Estate of John P. Seubert, Deceased
SSN: 519-36-3718

continuing S.00°11'24"W., 164.85 feet to a 5/8" rebar marking the NE-NE-SW 1/256 corner of said Section 17, thence N.89°54'08"W., 334.23 feet to a 5/8" rebar marking the C-N-NE-SW 1/256 corner of said Section 17, thence N.00°10'42"E., 164.85 feet, thence S.89°54'08"E., 334.26 feet to the Point of Beginning.

AND

A parcel of land situate in the SE1/4 of the NE1/4 of Section 18, Township 18 North, Range 3 East, Boise Meridian, Valley County, Idaho, more particularly described as follows: Commencing at a brass cap marking the quarter corner common to Sections 17 and 18, Township 18 North, Range 3 East, Boise Meridian, Valley County, Idaho; thence N.00°10'56"E., 298.02 feet along the line common to said Sections 17 and 18, to a 1/2" rebar; thence West 50.00 feet to a 1/2"x24" rebar on the westerly right-of-way of Boydston Street, the Real Point of Beginning; thence continuing West 428.38 feet to a 5/8" rebar marking the Southeast corner of Lot 6, Blue Jay Subdivision, as shown on the official plat thereof on file in Book 7, page 78 of Plats, in the office of the Recorder of Valley County, Idaho; thence N.00°10'56"E., 992.66 feet along the extended east boundary of Lots 6 and 7 of said Blue Jay Subdivision to a 1/2"x24" rebar on the southerly right-of-way of West Valley Road; thence S.89°48'13"E., 428.38 feet along said southerly right-of-way to a 1/2"x24" rebar on the westerly right-of-way of Boydstrum Street; thence S.00°10'56" West, 991.19 feet along said westerly right-of-way to the Point of Beginning.

AND

A parcel of land being part of the SW1/4 of Section 17, T.18N., R.3E., B.M., Valley County, Idaho, and more particularly described as follows: Commencing at a found brass cap marking the West 1/4 corner of Section 17, T.18N., R.3E., B.M., Valley County, Idaho; thence S.89°52'18"E. along the East-West Center Section line of said Section 17, 1,337.20 feet to a found 5/8" iron pin marking the Center West 1/16 corner of said Section 17; thence leaving said Center Section line S.00°09'19"W., 128.34 feet to a found 5/8" iron pin; thence S.89°54'08"E., 668.55 feet to a found 5/8" iron pin; thence S.00°10'42"W., 38.15 feet to the True Point of Beginning; thence S.89°54'08"E., 334.26 feet to a point; thence S.00°11'24"W., 1,157.51 feet to a point on the Northerly boundary of Pine Terrace Addition

Att

61

Exhibit A to Schedule A
Estate of John P. Seubert, Deceased
SSN: 519-36-3718

No. 2, a subdivision recorded in Book 7, page 75, of the Valley County Records; thence along said Northerly boundary N.89°59'38"W., 1,146.65 feet to a found 5/8" iron pin on the Northeasterly Right-of-Way of Chad Drive; thence along said Right-of-Way, on a non-tangent curve to the left, having a radius of 200 feet, a length of 95.05 feet, and a long chord which bears N.44°13'34" West, 94.16 feet to a point; thence continuing along said Right-of-Way N.57°50'28"W., 81.90 feet to a point; thence leaving said Right-of-Way N.00°00'00"W., 928.80 feet to a point; thence S.89°54'08"E., 168.43 feet to a point; thence N.00°00'00"W., 119.70 feet to a point; thence S.89°54'08"E., 782.80 feet to the Point of Beginning. Said Parcel contains 33.47 acres, more or less. SUBJECT to easements, liens or encumbrances of record, in use, or visible on the property.

Item 8. Donnelly Property

Situate in Valley County, Idaho, to wit:

W1/2NW1/4 of Section 12, and the SW1/4SW1/4 of Section 1, all in Township 15 North, Range 3 East, Boise Meridian, Valley County, Idaho. SUBJECT to easements, liens or encumbrances of record or visible on the property; ALSO SUBJECT to the restrictions set forth in that certain Warranty Deed & Restrictive Covenant recorded 8/30/2000, as Instrument No. 249415, records of Valley County, Idaho.

AND

NE1/4NW1/4 of Section 12, Township 15 North, Range 3 East, Boise Meridian, Valley County, Idaho. SUBJECT to easements, liens or encumbrances of record or visible on the property. ALSO SUBJECT to the restrictions set forth in that certain Warranty Deed & Restrictive Covenant recorded 8/30/2000, as Instrument No. 249416, records of Valley County, Idaho.

WARRANTY DEED

For Value Received **BURTON E. WALKER and BETTE J. WALKER**,
husband and wife,

the grantors, do hereby grant, bargain, sell and convey unto : The City of
McCall, Idaho

the grantee, the following described premises, in Valley County Idaho, to wit:

In Section 17, Township 18 North, Range 3 East, B.M. as follows:

NE $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$;
SE $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$;
S $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$;
SW $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$;
N $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$; and

That portion of the S $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ lying North and West of a
diagonal line extending from the Southwest corner of said
tract to the Northeast corner thereof.

N $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$;

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee,
its heirs and assigns forever. And the said Grantors do hereby covenant to and
with the said Grantee, that they the owners in fee simple of said premises; that they are free
from all incumbrances

and that they will warrant and defend the same from all lawful claims whatsoever.

Dated: September 13, 1967

Burton E. Walker

Bette J. Walker

STATE OF IDAHO, COUNTY OF Valley
On this 18th day of Sept. 1967,
before me, a notary public in and for said State, personally
appeared **BURTON E. WALKER and
BETTE J. WALKER**, husband and
wife

known to me to be the persons whose names are
subscribed to the within instrument, and acknowledged to
me that they executed the same.

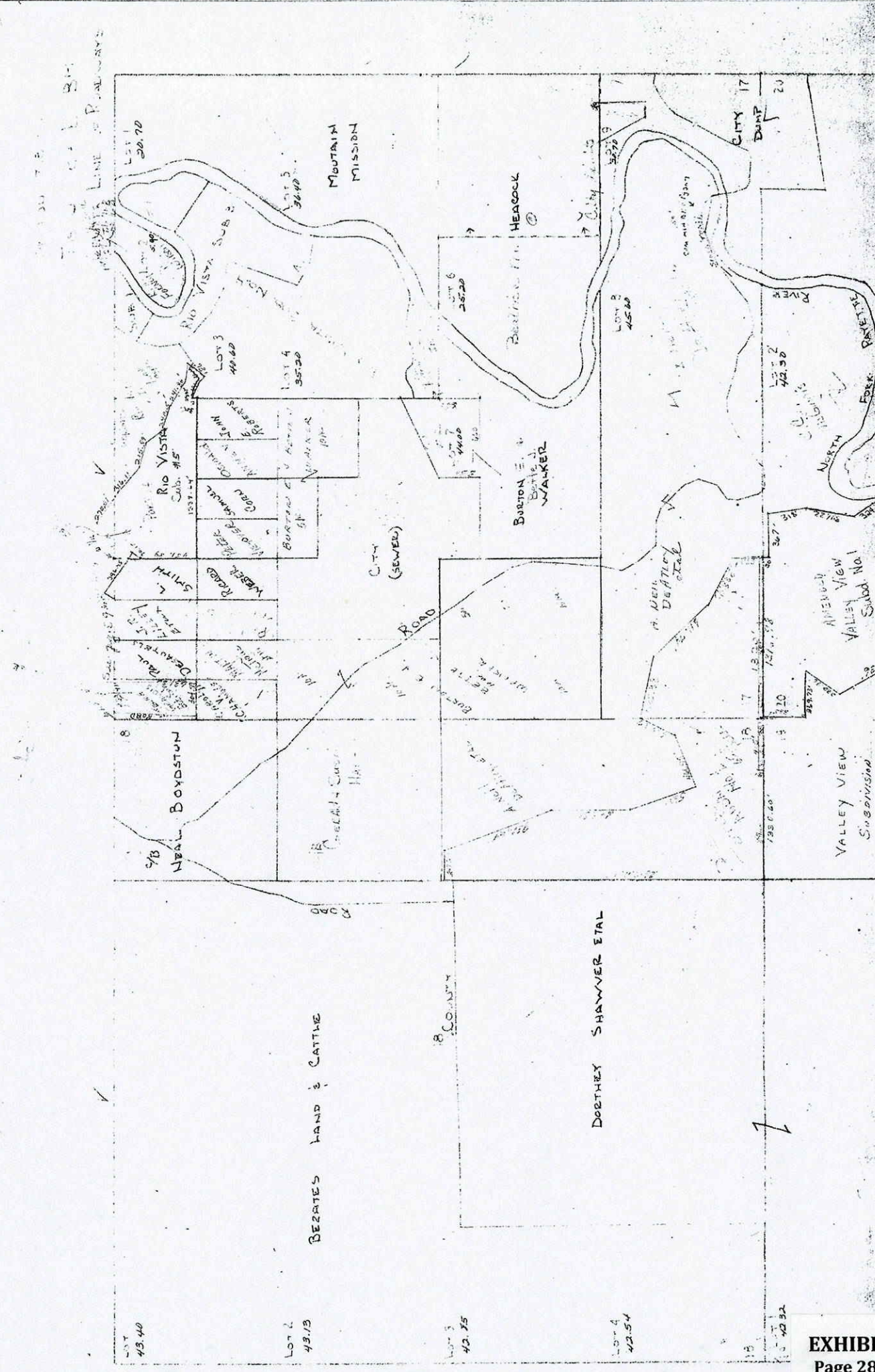
Clayton A. Shelton
Notary Public
Residing at McCall, Idaho
Comm. Expires March 24 1967

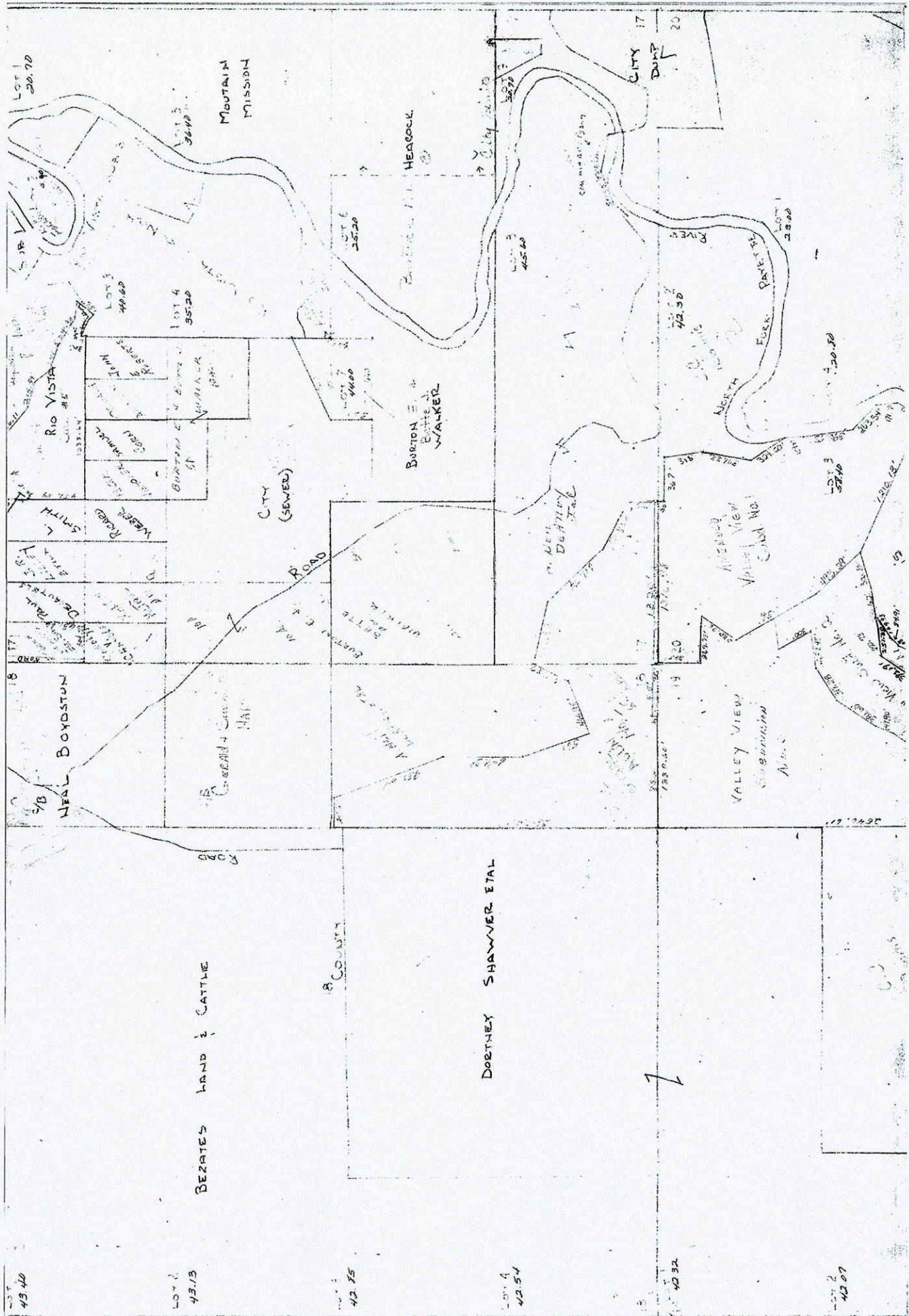
STATE OF IDAHO, COUNTY OF Valley ss
I hereby certify that this instrument was filed for record at
the request of Robert H. Remaklus
at No minutes past 10 o'clock a.m.,
this 29 day of May
1968, in my office, and duly recorded in Book No. 41
of Deeds KODAK

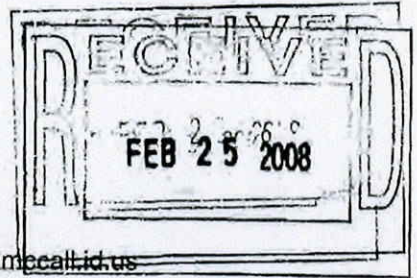
Fred A. Howe

By *[Signature]* Deputy.
Fees \$.90
Mail to:

INSTRUMENT NO 67596







Picked up
in person
2-25-08
JH

CITY OF McCALL

City Clerk's Office

216 E. Park Street, McCall, ID 83638

Office (208) 634-4874 Fax (208) 634-3038 Email: jyork@mcCall.id.us

Request to Examine / Copy Public Records

Idaho Public Records Act - Idaho Code § 9-337 to 9-348

Name:	Claire Remsberg	Date:	2/25/08	Time:	2:00
Mailing Address:	PO Box 2523				
City/State/Zip:	McCall, ID 83638	Phone:	634-4990	Fax:	
Signature:	<i>Claire Remsberg</i>	Email:	cremsberg@frontier.net		

I acknowledge by my signature that the records sought by this request will not be used for a mailing list or telephone list as set forth in Idaho Code § 9-348

Information Requested* (Please include as much detail as possible.)

☐ I wish to merely examine these records.

☒ I wish copies of these records.

Warrant dead file for Betty & Buster
Walker, 1967

*A nominal fee may be charged, including an hourly fee for jobs requiring 2 hours or more labor.
Fees for large jobs may be payable in advance.

Office Use Only:

Verbal Response:	Date:
3 - Day Written Response:	Date:
10 - Day Written Response:	Date:
10 - Day Final Written Response	Date:
Cost	
Total # of copies:	x \$
Total labor (if applicable):	x
Sub-total	
Sales Tax:	x 6%
Postage (if applicable):	
Paid - Total Cost	
Completed by:	

Revised 01/07

WARRANTY DEED

For Value Received BURTON E. WALKER and BETTY J. WALKER, husband and wife,

the grantor, hereby conveys, grants and warrants to the CITY OF McCALL, IDAHO, a municipal corporation of the State of Idaho, P. O. Box 1065, McCall, Idaho 83638;

the grantee, the following described premises, to-wit:

The N $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$, Section 17, Township 18 North, Range 3 East, B.M. in Valley County, Idaho; containing 5.08 acres, more or less.

Witness the hand of said Grantors this 16th day of March A.D. 19 82.

Burton E Walker

Betty J. Walker

STATE OF IDAHO, COUNTY OF VALLEY
On this 16th day of March, 19 82
before me, a notary public in and for said State, personally
appeared BURTON E. WALKER and
BETTE J. WALKER, husband
and wife,

known to me to be the person S who se name S are
subscribed to the within instrument, and acknowledged to
me that they executed the same.

James L. Crutcher Notary Public
Residing at McCall Idaho, Idaho
Comm. Expires 3-11-84

STATE OF IDAHO, COUNTY OF Valley (ss
I hereby certify that this instrument was filed for record at
the request of Robert H. Remaklus

at 45 minutes past 10 o'clock a m.,
this 17 day of March
19 82, in my office, and duly recorded in Book Dr. #3
of Deeds at XXXX

J. W. Crutcher

Ex-Officio Recorder

By L. J. J. J. J.

Fees \$2.00

Mail to: Box 759

COMPARED _____
INDEXED-DIRECT _____

INDEXED-INDIRECT _____

INSTRUMENT No.

119122

Out by
Survey
Log

WARRANTY DEED

THIS INDENTURE, made and entered into this 8th day of February, 1982, between the CITY OF McCALL, in Valley County, Idaho, a municipal corporation, duly organized and existing under and by virtue of the laws of the State of Idaho, party of the first part herein, hereinafter called Grantor, and BURTON E. WALKER and BETTE J. WALKER, husband and wife, P. O. Box 1043, McCall, Idaho 83638, parties of the second part herein, hereinafter called Grantees,

W I T N E S S E T H :

That the Grantor has been duly authorized by Ordinance No. 442 of the City of McCall, Idaho, passed and approved December 7, 1981, to trade to the Grantees the real property described herein for certain real property of the Grantees described in said Ordinance No. 442, and all things provided by law to be done having been done and performed by the parties hereto, for and in consideration of receipt of a warranty deed from Grantees to said real property described in said Ordinance, and other valuable consideration, heretofore received from Grantees, all of which consideration has been deemed adequate by the McCall City Council, the Grantor has granted, bargained and sold, and by these presents does grant, bargain, sell, convey and confirm unto the said Grantees, and to their heirs, executors, administrators and assigns forever, all the following described real estate situated in Valley County, State of Idaho, to-wit:

The Southerly 203.0 feet of the N $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$, Section 17, Township 18 North, Range 3 East, B.M. in Valley County, Idaho, being described by a line parallel with the Southerly boundary of said parcel; containing 3.12 acres, more or less; AND

A parcel of land situate in the E $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$, Section 17, Township 18 North, Range 3 East, B.M., in Valley County, Idaho, more particularly described as follows:

Commencing at the Southwest corner of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$, Section 17, Township 18 North, Range 3 East, B.M. in Valley County, Idaho, the real point of beginning; thence North 0°10'29" West, 640.80 feet along the Westerly line of said SE $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$; thence South 17°46'45" East, 155.40 feet along an existing barbed wire fence; thence South 26°01'00" East, 545.5 feet along said fence to the Southerly line of said SE $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$; thence South 89°28'27" West, 284.80 feet to the point of beginning; containing 1.96 acres, more or less. Bearing based on Tudor Engineering Company survey for the City of McCall.

Together with all and singular the tenements, hereditaments and appurtenances there unto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all estate, right, title and interest in and to the said property, as well in law as in equity, of the said Grantor.

To have and to hold, all and singular, the above mentioned and described premises, together with the appurtenances, unto the said Grantees and to their heirs, executors, administrators and assigns forever. And the said Grantor and its successors, the said premises in the quiet and peaceable possession of the said Grantees, their heirs, executors, administrators and assigns, against the said Grantor, and its successors, and against all and every person and persons whomsoever, lawfully claiming or to claim the same, shall and will warrant and by these presents forever defend.

IN WITNESS WHEREOF, the Grantor has caused its corporate name to be hereunto subscribed by JAMES R. LYONS, Mayor of the City of McCall, and its corporate seal to be affixed by MARGARET E. FOGG, City Clerk, pursuant to said Ordinance, the day and year first above written.

CITY OF MCCALL, IDAHO

By

James R. Lyons
Mayor

Attest:

Margaret E. Fogg
City Clerk

STATE OF IDAHO)
) ss.
County of Valley)

On this 24 day of ^{March}~~February~~, 1982, before me the undersigned Notary Public in and for said State, personally appeared JAMES R. LYONS, known to me to to be the Mayor of the City of McCall, Idaho, that executed the said instrument, and acknowledged to me that such City of McCall, Idaho, executed the same.

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

James R. Lyons
Notary Public for Idaho 3-11-82
Residing at McCall, Idaho

Asset	Asset		Agreement	
Description	Category	Location	Part	Other Details
Lift Station #1	Lift Station	Davis Street/Aspen		
Lift Station #2	Lift Station/Generator	Mountain Meadows		
Lift Station #3	Lift Station	Mill Park/Hemlock		
Lift Station #4	Lift Station	Davis Beach - Hemlock St.		
Lift Station #5A	Lift Station	Pine Street		
Lift Station #6	Lift Station/Generator	Yacht Club		
Lift Station #7	Lift Station/Generator	River Sewer		
Lift Station #8	Lift Station/Generator	Rio Vista/Carmen		
Lift Station #9	Lift Station/Generator	River Sewer E/W Loop Bridge		
Lift Station #11	Lift Station	Floyd Street		
Lift Station #12	Lift Station	Smitty Avenue		
Lift Station #14	Lift Station	Krahn Lane		
Lift Station #15	Lift Station/Generator	Rivers Crossing		

Asset Description	Asset Category	Location	Agreement Part	Other Details
2006 JD 3520 Tractor	Vehicles	WWTP		
2005 F150 4x4 Pickup	Vehicles	WWTP		
Backhoe ?????	Vehicles	Shared		
J-Ditch Phase 1 Pump	Treatment Plant	J Ditch		
Winter Storage Pond	Treatment Plant	J Ditch		
60 hp Transfer Pump	Treatment Plant	J Ditch		
P/C Panel	Treatment Plant	J Ditch		
Electronic Controls for Pumps	Treatment Plant	J Ditch		
2 x 450 Pumps - Heating & Cooling System	Treatment Plant	J Ditch		
Flow Meters & Read Outs	Treatment Plant	J Ditch		
4 x Monitoring Wells	Treatment Plant	J Ditch		
SCADA Alarm	Treatment Plant	J Ditch		
Water Level Wells	Treatment Plant	J Ditch		
Underdrain Line	Treatment Plant	J Ditch		
Mixing Building	Treatment Plant	J Ditch - Mixing Building		
Main Check Valve	Treatment Plant	J Ditch - Mixing Building		
Vault	Treatment Plant	J Ditch - Mixing Building		
2 x 12" control valves	Treatment Plant	J Ditch - Mixing Building		
3 x Flow Meters	Treatment Plant	J Ditch - Mixing Building		
PLC	Treatment Plant	J Ditch - Mixing Building		
2 x Unit Heaters	Treatment Plant	J Ditch - Mixing Building		
Clean Out #1	Treatment Plant	J Ditch - Bottom of hill next to lift station		
Clean Out #2	Treatment Plant	J Ditch - Dip past smokejumper base		
Clean Out #3	Treatment Plant	J Ditch - Norwood-100' past Moon Ridge and Mission		
Clean Out #4	Treatment Plant	J Ditch - Next to gully-300' N. of Johnson & 30' N. of phone box		
Clean Out #5	Treatment Plant	J Ditch - Corner of Simplot field-14011 Norwood Drive		
Clean Out #6	Treatment Plant	J Ditch - Last Dip from Mixing station approx. 800'		
Air Vac #1	Treatment Plant	J Ditch - Top of hill east of river		
Air Vac #2	Treatment Plant	J Ditch - Mission & Deinhard		
Air Vac #3	Treatment Plant	J Ditch - Head of first sheep bridge road		
Air Vac #4	Treatment Plant	J Ditch - At top of dike by big blue barn		
Air Vac #5	Treatment Plant	J Ditch - very top of hill		
Air Vac #6	Treatment Plant	J Ditch - N. side of Johnson & Norwood		
Air Vac #7	Treatment Plant	J Ditch - 1000' in Simplots field		
Isolation Valve #1	Treatment Plant	J Ditch - Mission & Deinhard		
Isolation Valve #2	Treatment Plant	J Ditch - Head of first sheep bridge road		
Isolation Valve #3	Treatment Plant	J Ditch - At top of dike by big blue barn		
Isolation Valve #4	Treatment Plant	J Ditch - 1/4 mile further - middle of flat		
Isolation Valve #5	Treatment Plant	J Ditch - Mission & Moon Ridge Road		
Isolation Valve #6	Treatment Plant	J Ditch - very top of hill		
Isolation Valve #7	Treatment Plant	J Ditch - Johnson & Norwood - N. side of Johnson		

Isolation Valve #8	Treatment Plant	J Ditch - 1000' in Simplots field		
Office Building & Lab	Building	325 W. Deinhard		
3 x Blowers, Controls & Air Lines	Treatment Plant	325 W. Deinhard		
Underground Service Lines	Treatment Plant	Treatment Plant		
Bar Screen, Totalizer	Treatment Plant	Influent Structure		
Pond 1 & 2 Diversion Valve, Dump Screen & Dosing Pump	Treatment Plant	Septic Dumpsite		
Influent Lines	Treatment Plant	Pond #1		
2 each x High & Low Valves	Treatment Plant	Pond #1		
Airation System	Treatment Plant	Pond #1		
2 x Influent Wiers	Treatment Plant	Pond #2		
High & Low Valve	Treatment Plant	Pond #2		
Airation System	Treatment Plant	Pond #2		
Influent Wier	Treatment Plant	Pond #3		
2 x 30 hp pumps (x from pond 3 to sand filters)	Treatment Plant	Pump Building		
3 x level valves	Treatment Plant	Pump Building		
Mixing Wier	Treatment Plant	Pump Building		
2 x Influent Valves	Treatment Plant	Sand Filter 1 - 5		
Influent Defuser Lines	Treatment Plant	Sand Filter 1 - 5		
Effluent Valve	Treatment Plant	Sand Filter 1 - 5		
Effluent Screens	Treatment Plant	Sand Filter 1 - 5		
Sand	Treatment Plant	Sand Filter 1 - 5		
Drain Line	Treatment Plant	Sand Filter 1 - 5		
Filter 2 Basin	Treatment Plant	Sand Filter 2		
Cl2 Building	Building	Chlorine Building		
Chlor-Tec Panel	Treatment Plant	Chlorine Building		
3 x Cells (top, middle, bottom)	Treatment Plant	Chlorine Building		
DC Rectifier	Treatment Plant	Chlorine Building		
Brine Tank	Treatment Plant	Chlorine Building		
Cl2 Tank	Treatment Plant	Chlorine Building		
Cl2 Vault	Treatment Plant	Chlorine Building		
2 each x Dosing Pumps (1 & 2)	Treatment Plant	Chlorine Building		
Overhead Hoist	Treatment Plant	Chlorine Building		
Unit Heaters	Treatment Plant	Chlorine Building		
Large Heater	Treatment Plant	Chlorine Building		
Hubble Flash Point Heater	Treatment Plant	Chlorine Building		
Outside Cl2 Holding Tank	Treatment Plant	Chlorine Building		
Cell Level Sensor Fault	Treatment Plant	Chlorine Building		
Flow Meter Vault	Treatment Plant	Chlorine Building		
Low Voltage Transformer	Treatment Plant	Chlorine Building		
Effluent Screens	Treatment Plant	Chlorine Contact Chamber		
Emergency Discharge Valve	Treatment Plant	Chlorine Contact Chamber		
Raceway Structure	Treatment Plant	Chlorine Contact Chamber		
Pump Building	Building	Boydsum St.		

Pump House	Building	899 Fairway Drive		
Pump Out Station	Building	1200 E. Lake St.		
Generator Building	Building	265 W. Deinhard		
Generator Building	Building	356 Carmen Dr.		
Old C12 Building	Building	???		
Gravity Lines, Collector - 123,471 ft.	Underground Infrastructure			
Gravity Lines, Interceptor - 69,253 ft.	Underground Infrastructure			
Gravity Lines, Overflow - 1,976 ft.	Underground Infrastructure			
Gravity Lines, Trunk - 61,423 ft.	Underground Infrastructure			
Pressurized Lines - 48,389 ft.	Underground Infrastructure			
Manholes - 1,284	Underground Infrastructure			
D-Ditch Drain Valves (4)	Underground Infrastructure			
Holding Tanks (10)				
Bypass Valves (2)				
Spectrophotometer	Lab Equipment	325 W. Deinhard		
PH Probe, Meter and Stand	Lab Equipment	325 W. Deinhard		
Air Conditioner	Treatment Plant	325 W. Deinhard		
KAT Portable Generator & Trailer -1986 100KW	Other Equipment			29A01319 #0916
1999 Cyclops Value Pack Sewer Inspection System	Other Equipment			#74041819117606261
Portable generator Trailer Unit	Other Equipment			
Methane Detector	Other Equipment			
Chlorine Detector	Other Equipment			
Autoclave	Lab Equipment			
Telemetric System	Other Equipment			
Van for Camera Equipment	Vehicles			
Sewer Camera	Other Equipment			
Lick Creek Sewer Flow Monitoring System				
Diffusers				
Hypochlorite Generation System				
Influent Still Well				
PPX Spare Propane Tank				
Torch Kit Weed Dragon				
2 x Transformer Low Voltage C12 Builing				
Wastewater Treatment Grounds				

Influent Structure

Building (Flow totalizer) Meter
Composite Sampler
Bar Screen, Parasall Flume
Septic Dump Station
Influent Diversion Valving

Aeration Pond 1

Influent piping (3)
Aeration System
Discharge Weirs (2) Valves (4)

Aeration Pond 2

Aeration System

Discharge Weir (1) Valves (2)

Aeration Pond 3

Discharge Weir (1) Valves (3)

Sand Filter Pump building & Cl2 Dosing vault

2 (60hp pumps and valving check valves etc)

2 underground Diversion Valves

2 (Cl2 dosing discharge Piping)

Cl2 Contact Chamber and discharge to Storage pond

Mag meter (Flow Totalizer & GPM)

Valve (1) Diversion to either EOL or storage lagoon

Parasall Flume (EOL) Flow meter

EOL (emergency outfall line) river

Cl2 Building Campus (3) Buildings

Bldg (1)

- Cl2 Generation Syst
- Cl2 Storage Tank (4k)
- Heating System
- Overhead Hoist
- Hubble Water Heater
- Cl2 Dosing Pumps (2)
- Water Softner
- GPM Totalizer display
- VFD (2) (dosing Pumps)

Bldg (2)

Storage for Sewer Collection misc inventory

Bldg (3)

Storage WWTP misc Inv & 6in Blue discharge
Piping

Outside Cl2 storage tank

WWTP office Campus (4) Buildings

Bldg (1) Office/Lab/Blower room

Blower Room

Lamson Blowers sets (3)

Aeration distribution Piping

Misc Tools and Parts

Lab Room

Equipment, Testing, glassware

Spectrophotometer

PH Meter

DO Meter

Incubator

Vac Pump

Autoclave

Distiller

Electrical Area

All incoming and Distribution of electrical for the
Wastewater treatment plant North of Dienhard Ln

Office Area

Desk

Computer

Printer

Record Filing

Equipment & Plant manuals

Air conditioning and heating

Bldg (2)

Machine Shed (Pole Structure)

Houses portable Generator (Cat)

John Deere (Tractor 3520)

Tractor mounted broadcast sprayer

Misc Grounds Parts

Bldg (3)

6in Gorman Rupp portable pump

John Deere riding Lawn Tractor

Misc Grounds parts

Bldg (4)

Stores Camera Van

Cement Mixer

Hydrocleaner

Misc Parts and tools

Sand Filters (5)

Influent Valves (10)

Discharge Valves & Vaults (5)

Gated Piping

Sand

SF 5 is HDPE lined

Storage Pond

Zone underdrain System (4) zones

Groundwater monitor wells (7)

Piezomonitors (2)

Misc Piping

Fencing

450 Pump Building

Room (1)

All electrical

Pump VFD's (3)

Pump PLC's (2)

Harmonic Filters (2)

Computer for Piezomonitors

(3) Flow Meter Displays

Scada

Room (2)

60hp pump

Wet well

Pond Level monitor

Misc Piping

Room (3)

450hp pumps (2)

Wet well

(3) Gate valve in wet well

(4) Underground Valving

(2) Large checkvalves

(3) ARV's

(1) City J-ditch flow meter

Misc Piping

J-Ditch line

Clean out Vaults (6)
ARV's (7)
ISO Valves (8)
Underground Piping

Mixing Station

Bldg (1)
Flow meters (2) Totalizers
Large Check Valve (1)
Radio Telimetry
Flow meter Displays (3)
Misc Electrical

Outside above ground Vault (1)
Gate valve (1)
weir (1)

Outside Underground Vault (1)
Piping (mixing city and Farmer h20)
Farmer flow Totalizer

Storage Pond

Zone underdrain System (4) zones
Groundwater monitor wells (7)
Piezomonitors (2)
Misc Piping
Fencing

450 Pump Building

Room (1)
All electrical
Pump VFD's (3)
Pump PLC's (2)
Harmonic Filters (2)
Computer for Piezomonitors
(3)Flow Meter Displays
Scada

Room (2)
60hp pump
Wet well
Pond Level monitor
Misc Piping

Room (3)
450hp pumps (2)
Wet well
(3) Gate valve in wet well
(4) Underground Valving
(2) Large checkvalves
(3) ARV's
(1) City J-ditch flow meter
Misc Piping

J-Ditch line

Clean out Vaults (6)

ARV's (7)

ISO Valves (8)

Underground Piping

Mixing Station

Bldg (1)

Flow meters (2) Totalizers

Large Check Valve (1)

Radio Telimetry

Flow meter Displays (3)

Misc Electrical

Outside above ground Vault (1)

Gate valve (1)

weir (1)

Outside Underground Vault (1)

Piping (mixing city and Farmer h20)

Farmer flow Totalizer

EXHIBIT C

BONDED INDEBTEDNESS

1. Revenue bonds of the District for the purpose of financing (i) the design, acquisition and construction of certain capital improvements to the District's post-annexation wastewater treatment system and water reuse system, including construction of a new water reuse pipeline, and (ii) the acquisition by the District of the Assets and, in connection therewith, provide funds to retire the City's outstanding obligations on the City 2004 Bonds and the City 2008 Bonds; and to pay expenses properly incident thereto including costs of issuance of such bonds. The portion of said revenue bonds relating to subsection (ii) hereinabove shall be issued in an amount agreed to by the Parties necessary to retire the City 2004 Bonds and City 2008 Bonds giving consideration to required reserves and the application of any funds already reserved or pledged to such payment.

EXHIBIT D

PERMITS






- City of McCall NPDES Permit No. ID-002023-1

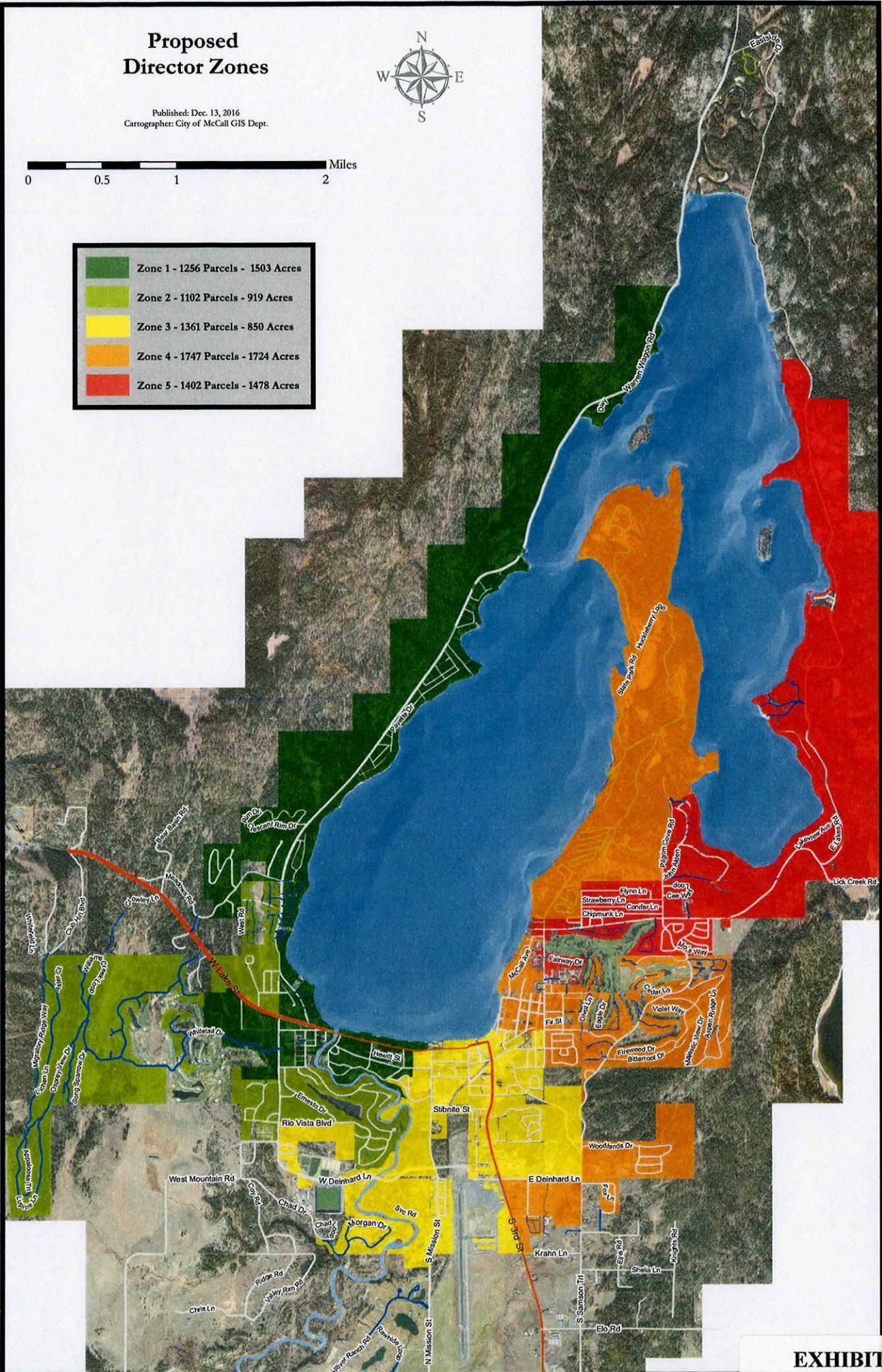
EXHIBIT E

DIRECTOR ZONING MAP

Published: Dec. 13, 2016
Cartographer: City of McCall GIS Dept.



	Zone 1 - 1256 Parcels - 1503 Acres
	Zone 2 - 1102 Parcels - 919 Acres
	Zone 3 - 1361 Parcels - 850 Acres
	Zone 4 - 1747 Parcels - 1724 Acres
	Zone 5 - 1402 Parcels - 1478 Acres



APPENDIX 1

Notice of Contact Information Change

FROM: _____
 TO: _____
 DATE: _____

NOTICE IS HEREBY GIVEN, pursuant to Section 11/11.4 of the AGREEMENT OF ANNEXATION PLAN, PROPERTY TRANSFER AND AGREEMENT OF OPERATIONS SUBJECT TO CONDITIONS PRECEDENT, dated _____, of the following *CHANGE IN CONTACT INFORMATION*:

New Contact Information is as follows:

Name/Entity: _____
 Address: _____
 Telephone: _____ Fax: _____
 Email: _____

Signature (Authorized Agent)
 Title: _____

Certificate of Service

I, the undersigned, hereby certify that on the _____ day of _____, 20____, a true and correct copy of the above and foregoing NOTICE OF CONTACT INFORMATION CHANGE was served upon the following by the method indicated below:

City or District
 Address
 City, State ZIP

- ☐ U.S. Mail
☐ Hand Delivery
☐ Facsimile
☐ Email

 for City or District