



First American Title™

Form 5030000 (1-31-17)

ALTA COMMITMENT FOR TITLE INSURANCE

Issued By

**FIRST AMERICAN TITLE INSURANCE COMPANY
NOTICE**

IMPORTANT – READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I – Requirements; Schedule B, Part II – Exceptions; and the Commitment Conditions, **First American Title Insurance Company**, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I – Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

First American Title Insurance Company

Dennis J. Gilmore, President

Greg L. Smith, Secretary

**Issued through the office of:
Flying S Title and Escrow of Idaho,
Inc.
414 Church Street, Suite 200
Sandpoint, ID 83864
(208)263-6833**

If this jacket was created electronically, it constitutes an original document.

This page is only a part of a 2016 ALTA © Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I – Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I-Requirements;
- (f) Schedule B, Part II-Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I – Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II – Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.

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(g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II – Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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ALTA Commitment for Title Insurance

Issued By

First American Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent and Office: Flying S Title and Escrow of Idaho, Inc., 414 Church Street, Suite 200, P.O. Box 802, Sandpoint, ID 83864 (208)263-6833

Issuing Office's ALTA ® Registry ID: 0000879

Loan ID No.:

Issuing Office Commitment/File No.: 1068676-S

Property Address: 324 N Hess Point Rd, f/k/a 310 N Hess Point Rd, Coolin, ID 83821

Revision No.: 2

SCHEDULE A

1. Commitment Date: **July 6, 2023 at 7:30 A.M.**

2. Policy (or Policies) to be issued: Premium Amount reflects applicable rate

(a) 2006 ALTA ® Standard Owner's Policy

Proposed Insured: **To Be Determined**

Proposed Policy Amount: **\$To Be Determined**

Premium Amount \$ **TBD**

Endorsements:

\$

(b) 2006 ALTA ® Loan Policy

Proposed Insured:

Proposed Policy Amount: **\$0.00**

Premium Amount \$

Endorsements:

\$

(c) ALTA ® Policy

Proposed Insured:

Proposed Policy Amount: \$

Premium Amount \$

Endorsements:

\$

3. The estate or interest in the Land described or referred to in this Commitment is fee simple.

4. The Title is, at the Commitment Date, vested in:
State Of Idaho

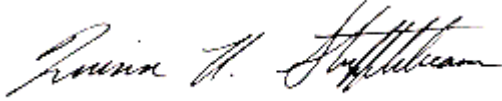
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5. The Land is described as follows:

**LOT 2, BLOCK 1, OF STATE SUBDIVISION-HESS POINT, ACCORDING TO THE PLAT THEREOF,
RECORDED IN BOOK 10 OF PLATS, PAGE 166, RECORDS OF BONNER COUNTY, IDAHO.**



By:

Authorized Countersignature

(This Schedule A valid only when Schedule B is attached.)

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SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. If any document in the completion of this transaction is to be executed by an attorney-in-fact, the Power of Attorney must be submitted for review prior to closing.
6. We require copies of all unrecorded leases together with all supplements, assignments and amendments.
7. We require a Termination of Lease as shown in Schedule B herein to be executed by both Lessor and Lessee, or their successors in interest thereto, recorded in Bonner County, Idaho.
8. For each Policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

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First American Title Insurance Company

SCHEDULE B, PART II Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records.
2. Any facts, rights, interests, or claims which are not shown by the Public Records but which could be ascertained by an inspection of said Land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any liens, or rights to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the Public Records.
7. Any right, title, or interest of the Public, County, or Highway District to roads or highways on the premises whether or not shown by the public records.
8. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.

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9. 2023 taxes are an accruing lien, not yet due and payable until the fourth Monday in November of the current year. The first one-half is not delinquent until after December 20 of the current year, the second one-half is not delinquent until after June 20 of the following year.

Taxes which may be assessed and entered on the property roll for 2023 with respect to new improvements and first occupancy, which may be included on the regular property, which are an accruing lien, not yet due and payable.

General taxes as set forth below. Any amounts not paid when due will accrue penalties and interest in addition to the amount stated herein:

Year	Original Amount	Amount Paid	Parcel Number
2022	\$Exempt	\$Exempt	RP059570010020A
2022	\$1,712.20	\$1,712.20	SC*LH000S00240A

Homeowners Exemption is not in effect for 2022.
 Circuit breaker is not in effect for 2022.
 Agricultural Exemption is not in effect for 2022.

10. Levies and assessments of Coolin Sewer District. No delinquencies appear of record. Contact agency for current status.
11. Levies and assessments of Hess Point Owner's Association, Inc., an Idaho nonprofit corporation. No delinquencies appear of record. Contact agency for current status.
12. Levies and Assessments of Special Assessment No. 167 of Local Improvement District No. 2002-1 of Coolin Sewer District. Contact agency for current status.
13. Easement for utilities granted to Northern Lights, Inc., recorded March 1976, as Instrument No. [173469](#).
14. The terms, conditions and provisions of Western Reciprocal Easements recorded as Instrument No. [304410](#) in Book 121 of Miscellaneous, Page 237 on June 25, 1985.
15. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Record of Survey recorded June 24, 1987, as instrument number [336643](#), but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
16. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by the recorded plat of State Subdivision - Hess Point, recorded February 22, 2013 as Instrument No. [840163](#) in Book 10 of Plats, Page 166, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

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17. Covenants, Conditions and Restrictions plus amendment recorded as Instrument No(s). [840172](#), [840173](#) and [1022860](#), but omitting any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status, or national origin to the extent that such covenants, conditions or restrictions violate 42 USC 3604(c).
18. Easement Agreement upon the terms, conditions and provisions contained therein:
Parties: State Board of Land Commissioners and Coolin Sewer District
Recorded: January 30, 2014, Instrument No. [855696](#)
19. Easement for utilities granted to Northern Lights, Inc., recorded July 11, 2014, as Instrument No. [861608](#).
20. Easement for utilities granted to General Telephone Company of the Northwest, recorded July 11, 2014, as Instrument No. [861612](#).
21. Easement for roadway granted to Bonner County, recorded July 11, 2014, as Instrument No. [861624](#).
22. Terms, conditions, and provisions contained in Declaration of Driveway and Utility Easement executed by the Idaho Department of Lands, recorded October 10, 2014 as Instrument No. [865293](#) and re-recorded October 14, 2014 as Instrument No. 865408.

Correction and Clarification of said Easement recorded August 7, 2015 as Instrument No. [877417](#).
23. Terms, conditions and provisions contained in Main Access Easement executed by the Idaho Department of Lands, recorded October 14, 2014 as Instrument No. [865403](#).
24. Unrecorded lease, upon the terms, conditions and provisions contained therein, constructive notice of which is given by Bonner County Tax Rolls and Bill Of Sale recorded October 15, 2014, Instrument No. [865601](#).
25. Encroachment Permit and the terms and conditions thereof, granted by the State of Idaho Department of Lands, recorded September 1, 2016, as Instrument No. [894413](#), records of said County.
26. Any claim arising from the difference in the mean high water line of the Priest Lake and the meander line as shown by the Original Government Survey.
27. Title to the State of Idaho to the bed of Priest Lake, a navigable body of water, to the natural or ordinary high water line.
28. Any claim that may arise that the waterfront boundary of said land has shifted because of alluvial action, erosion or change in the level of the waters of Priest Lake.

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INFORMATIONAL NOTES

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Flying S Title and Escrow of Idaho, Inc.

414 Church Street, Suite 200, Sandpoint, ID 83864
Phone (208)263-6833 - Fax (208)263-5890

Escrow Officer: Tami Dejournett-Albert - tdalbert@firstam.com
Title Officer: Sharon Dallmann - sharon.dallmann@fste.com

RE: Property Address: 324 N Hess Point Rd, f/k/a 310 N Hess Point Rd, Coolin, ID 83821

ENCLOSED please find the following:

- Title Commitment
-

*****ATTENTION - PLEASE READ*****

WARNING! WIRE FRAUD ADVISORY: Wire fraud and email hacking/phishing attacks are on the increase! If you have an escrow or closing transaction with us and you receive an email containing Wire Transfer Instructions, DO NOT RESPOND TO THE EMAIL! Instead, call your escrow/closer immediately, using previously known contact information and NOT information provided in the email, to verify the information prior to sending funds.

Note: It is our company policy to send secure wire instructions directly to the party wiring funds.



Privacy Notice

Notice Last Updated: December 1, 2022

This Privacy Policy ("Policy") describes how First American Financial Corporation and its subsidiaries and affiliates (collectively, "First American," "we," "us," or "our") collect, use, store, and share your information when: (1) when you access or use our websites, mobile applications, web-based applications, or other digital platforms where this Policy is posted ("Sites"); (2) when you use our products and services ("Services"); (3) when you communicate with us in any manner, including by e-mail, in-person, telephone, or other communication method ("Communications"); and (4) when we obtain your information from third parties, including service providers, business partners, and governmental departments and agencies ("Third Parties").

This Policy applies wherever it is posted. To the extent a First American subsidiary or affiliate has different privacy practices, such entity shall have their own privacy statement posted as applicable.

What Type of Information Do We Collect About You? We collect a variety of categories of information about you. To learn more about the categories of information we collect, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Collect Your Information? We collect your information: (1) directly from you; (2) automatically when you interact with us; and (3) from third parties, including business parties and affiliates.

How Do We Use Your Information? We may use your information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, comply with relevant laws and our policies, and handling a claim. To learn more about how we may use your information, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Share Your Information? We do not sell your personal information. We only share your information, including to subsidiaries, affiliates, and to unaffiliated third parties: (1) with your consent; (2) in a business transfer; (3) to service providers; (4) to subsidiaries and affiliates; and (5) for legal process and protection. To learn more about how we share your information, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Store and Protect your Information? The security of your information is important to us. That is why we take commercially reasonable steps to make sure your information is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your information.

How Long Do We Keep Your Information? We keep your information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

Your Choices We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and sharing of your information. You can learn more about your choices by visiting <https://www.firstam.com/privacy-policy/>.

International Jurisdictions: Our Products are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Products from another country, please be advised that you may be transferring your information to us in the US, and you consent to that transfer and use of your information in accordance with this Privacy Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Products, and your agreements with us.

We may change this Privacy Notice from time to time. Any and all changes to this Privacy Notice will be reflected on this page, and where appropriate provided in person or by another electronic method. **YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR PRODUCTS OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS PRIVACY NOTICE.**

Contact us dataprivacy@firstam.com or toll free at 1-866-718-0097.



For California Residents

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act and its implementing regulations ("CCPA"). All phrases used in this section shall have the same meaning as those phrases are used under California law, including the CCPA.

Right to Know. You have a right to request that we disclose the following information to you: (1) the categories of personal information we have collected about or from you; (2) the categories of sources from which the personal information was collected; (3) the business or commercial purpose for such collection and/or disclosure (4) the categories of third parties with whom we have shared your personal information; and (5) the specific pieces of your personal information we have collected. To submit a verified request for this information, go to our online privacy policy at www.firstam.com/privacy-policy or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy or by calling toll-free at 1-866-718-0097.

Right to Correct. You have a right to request that we correct your personal information. This right is subject to certain exceptions available under CCPA and other applicable law. To submit a verified request for correction, go to our online privacy policy at www.firstam.com/privacy-policy or call toll-free at 1-866-718-0097.

Right of Deletion. You also have a right to request that we delete the personal information we have collected from and about you. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for deletion, go to our online privacy policy at www.firstam.com/privacy-policy or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy or by calling toll-free at 1-866-718-0097.

Verification Process. For a request to know, correct or delete, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

Notice of Sale and Share. We have not sold or shared the personal information of California residents in the past 12 months. To the extent any First American affiliated entity has a different practice, it will be stated in the applicable privacy policy. We do not knowingly sell or share the personal information of any California resident under the age of 16.

Right of Non-Discrimination. You have a right to exercise your rights under California law, including under the CCPA, without suffering discrimination. Accordingly, First American will not discriminate against you in any way if you choose to exercise your rights under the CCPA.

Notice of Collection. To learn more about the categories of personal information we have collected about California residents over the last 12 months, how we have used that information, and how we share that information, please see "California Privacy Rights Act and Disclosures" in <https://www.firstam.com/privacy-policy>.

Notice of Disclosure. To learn more about the categories of personal information we may have disclosed about California residents in the past 12 months, please see "California Privacy Rights Act and Disclosures" in <https://www.firstam.com/privacy-policy>.

Instrument # 1022860
Bonner County, Sandpoint, Idaho
07/20/2023 12:19:44 PM No. of Pages: 4
Recorded for: FIRST AMERICAN TITLE AND ESCROW COMPANY
Michael W. Rosedale Fee: \$0.00
Ex-Officio Recorder Deputy cbrannon
Index to: CONDITIONS COVENANTS & RESTRICTIONS

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Attn: Real Estate Services Bureau
PO Box 83720
Boise, Idaho 83720-0050

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FIRST AMERICAN TITLE COMPANY
AS AN ACCOMMODATION ONLY

**AMENDMENT NO. 1 TO
DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
STATE SUBDIVISION – HESS POINT**

This is an **AMENDMENT** (“**Amendment**”) to that certain “**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS, STATE SUBDIVISION – HESS POINT**”, recorded in the records of Bonner County, Idaho, as Instrument No. 840172 (“**Declaration**”). This **Amendment** is made and effected by the **STATE BOARD OF LAND COMMISSIONERS**, whose mailing address through its administrative state agency, the **IDAHO DEPARTMENT OF LANDS**, is 300 North 6th Street, Suite 103, P.O. Box 83720, Boise, Idaho 83720-0050 (the “**State Land Board**”).

RECITALS

WHEREAS, the **State Land Board** desires to amend the **Declaration** to modify and correct Article 1, Section 1.4, defining “**Association**” as “**formed by the State in conjunction with the recordation of this Declaration**” because the **Association** has not previously been formed, and to provide for the formation of the **Association** at this time or hereinafter; and

WHEREAS, Article 1, Section 1.4, will be amended to provide for the formation of the **Association** at this time or hereinafter; and

AND WHEREAS, the **State Land Board** reserved the power and authority to unilaterally amend the **Declaration** in the future as long as the State continues to own any Cottage Site Lot leased or available for lease in the said subdivision pursuant to Article 3, Section 3.1, including, but not limited to, subsection (b)(3) in the “**ADDENDUM TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS, STATE SUBDIVISION – HESS POINT**”, recorded in the records of Bonner County, Idaho, as Instrument No. 840173 (“**Addendum**”).

AMENDMENT

NOW THEREFORE, the State Land Board hereby amends the Declaration as follows:

1. **Amendment.** Article 1, Section 1.4 of the Declaration is hereby deleted in its entirety and is amended to read as follows:

1.4 "**Association**" shall mean the Hess Point Owner's Association, Inc., an Idaho nonprofit corporation, which may hereinafter be formed by the State or by one or more Owners of Lots within the Property, the Members of which shall be Owners of Lots within the Property as provided herein and any Addendum hereto, and any successor-in-interest thereto. Upon formation, the Association shall have the same binding effect on the Property and Lots therein as if formation had occurred prior to or contemporaneously with the recordation of the Declaration.

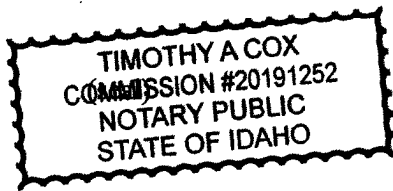
2. **Recitals Contractual In Nature.** The recitals herein are intended to be contractual and/or operative in nature and are not intended as mere recitals.
4. **Declaration Terms Affirmed.** All terms and conditions of the Declaration not expressly modified by this Amendment are hereby ratified in full and shall remain in full force and effect.

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STATE OF IDAHO)
)ss.
COUNTY OF ADA)

On this 21st day of June, 2023, before me, a Notary Public in and for said State, personally appeared DUSTIN T. MILLER, the Director of the Idaho Department of Lands and Secretary of the State Board of Land Commissioners, and acknowledged to me that he executed the within instrument as said Director and Secretary, and that the State Board of Land Commissioners and the State of Idaho executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year last above written.



Timothy A Cox

Notary Public for State of Idaho
My Commission Expires: 6/25/25

STATE OF IDAHO EASEMENT

173469

NO. 4479-A

Stat Page

ALSO

THIS EASEMENT, made this 20th day of November, 1974, by and between the STATE OF IDAHO, acting by and through the State Board of Land Commissioners, as party of the first part, and Northern Lights Inc, Box 310, Sandpoint, Idaho, as party of the second part;

ALSO

WITNESSETH; That for and in consideration of the sum of ONE THOUSAND THREE HUNDRED THIRTY SIX AND 31/100 DOLLARS (\$1,336.31), lawful money of the United States of America, receipt whereof is hereby acknowledged, the party of the first part does hereby grant to the party of the second part an easement for the purpose of constructing a powerline over and across the following described lands situated in Bonner, Boundary and Blaine Counties, State of Idaho, to-wit:

ALSO

A strip of land 40 feet wide being 20 feet on each side of the following described easementlines:

Parcel 1

Beginning at a point West 216 feet from the northeast corner of Section 36, Township 57 North, Range 5 West, Boise Meridian; thence South 10°0' East, 95 feet; thence South 165 feet.

ALSO Parcel 2

Beginning at Pole No. AA-324-73-131, said pole being North 550 feet and East 815 feet from the West 1/4 corner of Section 27, Township 61 North, Range 4 West, Boise Meridian; thence South 6°35' West, 257 feet; thence South 9°20' West, 302 feet; thence South 2°05' East, 1197 feet; thence South 4° 30' West, 768 feet.

ALSO

ALSO Parcel 3

Beginning at Pole No. AA-324-73-152, said pole being South 60 feet and West 300 feet from the Southeast corner of Government Lot 6, Section 28, Township 61 North, Range 4 West, Boise Meridian; thence North 1°0' East, 894 feet; thence North 0°35' West, 950 feet; thence North 17°55' West, 299 feet to pole AA-324-73-157 which is the south end of a section of line covered by State of Idaho Instrument No. 2363; thence from Pole No. AA-324-73-157 North 57°05' West, 700 feet to Pole No. AA-324-73-157-2; thence continuing North 57°05' West, 625 feet. ALSO: Beginning at Pole No. AA-324-73-157-2; thence North 24°30' East, 408 feet. ALSO: Beginning at said Pole No. AA-324-73-152, thence North 68°10' West, 138 feet. ALSO: Beginning at Pole No. AA-324-73-151, said pole being South 260 feet and East 88 feet from the Southeast corner of said Government Lot 6, thence South 16°15' West 235 feet. ALSO: Beginning at Pole No. AA-324-73-148, said pole being South 755 feet and East 530 feet from the Southeast corner of said Lot 6; thence South 74°0' West, 245 feet. ALSO: Beginning at Pole No. AA-324-73-142, said pole being North 475 feet and East 770 feet from the South 1/4 corner of said Section 28; thence South 42°35' East, 163 feet. ALSO: Beginning at Pole No. AA-324-73-159, said pole being south 1345 feet and West 1000 feet from the East 1/4 corner of said Section 28; thence South 55°30' East, 155 feet. ALSO: Beginning at Pole No. AA-324-73-137A, said pole being South 1015 feet and West 695 feet from the East 1/4 corner of said Section 28; thence South 85°40' East, 191 feet. ALSO: Beginning at Pole No. AA-324-73-136, said pole being South 625 feet and West 435 feet from the East 1/4 corner of said Section 28; thence South 70° 20' East, 235 feet.

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ALSO Parcel 4

Beginning at Pole No. AA-324-73-145, said pole being South 175 feet and West 90 feet from the North 1/4 corner of Section 33, Township 61 North, Range 4 West, Boise Meridian; thence South 2°45' West, 240 feet. ALSO: Beginning at Pole No. AA-324-73-144, said pole being East 165 feet from the North 1/4 corner of said Section 33; thence South 37°20' East, 229 feet.

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State of Idaho Easement No. 4479-A(Northern Lights Inc.)
Page 2

ALSO Parcel 5

Beginning at Pole No. AA-324-73-97, said pole being North 780 feet and West 335 feet from the Southeast corner of Section 34, Township 61 North, Range 4 West, Boise Meridian, thence North 77°30' West, 150 feet.

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ALSO Parcel 6

Beginning at a point South 53°30' West, 980 feet more or less from the East 1/4 corner of Section 3, Township 60 North, Range 4 West, Boise Meridian; thence South 84°30' West, 421.78 feet to a point due east 95.37 feet from the Westerly corner between State lease lots 130 and 131.

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Beginning at Pole No. AA-324-73-88, said pole being North 1280 feet and West 1240 feet from the East 1/4 corner of Section 3, Township 60 North, Range 4 West, Boise Meridian; thence North 80°40' West, 420 feet. ALSO: Beginning at Pole No. AA-324-73-86, said pole being North 680 feet and West 1285 feet from the East 1/4 corner of said Section 3; thence South 79°30' West, 956 feet; thence South 5°15' East, 229 feet; thence South 61°0' West, 141 feet; thence South 44°15' West, 276 feet to the east high water line of Priest Lake. ALSO: Beginning at Pole No. AA-324-73-78, said pole being North 1290 feet and West 960 feet from the Southeast corner of said Section 3, thence South 83°55' West, 163 feet.

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Beginning at Pole AA-324-73-64, said pole being West 295 feet from the East 1/4 corner of Section 10, Township 60 North, Range 4 West, Boise Meridian; thence South 76°40' West, 328 feet. ALSO: Beginning at Pole No. AA-324-73-63, said pole being South 220 feet and West 160 feet from the East 1/4 corner of said Section 10, thence South 34°20' West, 501 feet.

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Beginning on the South line of Section 22, Township 60 North, Range 4 West, Boise Meridian, a point West 2230 feet from the South quarter corner of said Section 22; thence North 9°55' West, 1420 feet; thence North 16°20' East, 1145 feet; thence North 26°55' East, 365 feet; thence North 23°20' East, 615 feet; thence North 34°30' East, 240 feet; thence South 65°45' East, 700 feet; thence South 84°0' East, 470 feet; thence North 70°0' East, 325 feet; thence North 66°55' East, 263 feet to Pole AA-324-55-57.

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ALSO Parcel 10

Beginning on the South line of Section 22, Township 60 North, Range 4 West, Boise Meridian, at a point East 1060 feet from the South 1/4 corner of said Section 22; thence North 7°45' West, 800 feet to Pole AA-324-86.

ALSO Parc

ALSO Parcel 11

Beginning at Pole No. AA-324-73-19 back or AA-324-73-21 ahead, said pole being North 1025 feet and West 1270 feet from the South 1/4 corner of Section 23, Township 60 North, Range 4 West, Boise Meridian; thence South 1°15' West, 250 feet.

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Beginning at Pole AA-324-73-10, said pole being East 1755 feet and North 1115 feet from the West 1/4 corner of Section 26, Township 60 North, Range 4 West, Boise Meridian; thence North 57°40' West, 175 feet. ALSO: Beginning on the Southerly side of the Cavanaugh Bay Road at a point East 1526 feet and North 311 feet from the West 1/4 corner of said Section 26; thence South 11°35' East, 320 feet.

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State of Idaho Easement No. 4479-A (Northern Lights Inc.)
Page 3

ALSO Parcel 13

Beginning on the West line of Section 26, Township 60 North, Range 4 West, Boise Meridian at a point South 175 feet from the West $\frac{1}{4}$ corner of said Section 26; thence North $84^{\circ}05'$ East, 550 feet; thence North $60^{\circ}15'$ East, 40 feet more or less to the REAL POINT OF BEGINNING; thence continuing North $60^{\circ}15'$ East, 440 feet more or less to the point of departure from State land.

ALSO Parcel 14

Beginning on the East line of Section 28, Township 60 North, Range 4 West, Boise Meridian at a point South 1595 feet from the northern most meander corner between Sections 27 and 28, Township 60 North, Range 4 West, Boise Meridian; thence North $78^{\circ}45'$ West, 165 feet to Pole AA-324-55-30; thence North $17^{\circ}25'$ East, 460 feet; thence North $20^{\circ}40'$ East, 55 feet to point of departure from State land. ALSO, beginning at said Pole AA-324-55-30; thence South $60^{\circ}20'$ West, 50 feet.

ALSO Parcel 15

Beginning on the East line of Lot 1, Section 34, Township 60 North, Range 4 West, Boise Meridian at a point South 935 feet from the North $\frac{1}{4}$ corner of said Section 34; thence North $33^{\circ}35'$ West, 130 feet; thence North $25^{\circ}40'$ West, 615 feet to Pole AA-324-55-17; thence North $43^{\circ}45'$ West, 390 feet to the North line of said Section 34 and the point of departure from State land. ALSO, beginning at said Pole AA-324-55-17; thence South $38^{\circ}30'$ West, 278 feet.

ALSO Parcel 16

Beginning on the North line of Lot 3, Section 3, Township 59 North, Range 4 West, Boise Meridian at a point North $86^{\circ}45'$ West, 450 feet from the Northeast corner of said Lot 3; thence South $23^{\circ}35'$ West, 1440 feet to the south line of said Lot 3.

ALSO Parcel 17

Beginning on the North line of Section 3, Township 59 North, Range 4 West, Boise Meridian at a point westerly 1235 feet from the Northeast corner of Section 3; thence South $23^{\circ}45'$ West, 165 feet.

ALSO Parcel 18

Beginning on the East line of Section 9, Township 59 North, Range 4 West, Boise Meridian at a point North 2030 feet from the Southeast corner of Section 9; thence North $79^{\circ}25'$ West, 155 feet; thence South $18^{\circ}15'$ West, 173 feet to the point of departure from State land.

ALSO Parcel 19

Beginning on the South line of Section 15, Township 59 North, Range 4 West, Boise Meridian westerly 495 feet from the South $\frac{1}{4}$ corner of said Section 15; thence North $4^{\circ}54'$ West, 1980 feet; thence North $8^{\circ}54'$ West, 390 feet; thence North $16^{\circ}54'$ West, 295 feet more or less to the North line of the East Half ($\frac{1}{2}$) of the Southwest Quarter ($\frac{1}{4}$) of said Section 15.

ALSO Parcel 20

Beginning on the West line of Section 20, Township 59 North, Range 4 West, Boise Meridian at a point North 16.18 feet from the SW corner of Section 20; thence North $33^{\circ}30'$ East, 5.78 feet; thence North $1^{\circ}38'$ East, 661 feet; thence North $11^{\circ}15'$ West, 112.92 feet to the West line of said Section 20 and the point of departure from State land; thence continuing on private land North $11^{\circ}15'$ West, 272.08 feet; thence North $87^{\circ}05'$ East, 53.15 feet to point of entry onto State land on the West line of said Section 20 at a point North 1062 feet from the SW corner of said Section 20; thence on State land North $87^{\circ}05'$ East, 3349 feet; thence North $89^{\circ}56'$ East, 370 feet; thence South $87^{\circ}58'$ East, 1566 feet to the east line of said Section 20.

ALSO Parcel 21

Beginning on the West line of Section 21, Township 59 North, Range 4 West, Boise Meridian at a point North 1420 feet from the SW corner of said Section 21; thence South 87°58' East, 1225 feet; thence North 73°40' East, 4460 feet to the East line of said Section 21.

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ALSO Parcel 22

Beginning on the West line of Section 22, Township 59 North, Range 4 West, Boise Meridian at a point North 240 feet from the West 1/4 corner of said Section 22; thence North 73°40' East, 1376 feet to the East line of the SW 1/4 of the NW 1/4 of said Section 22 and the point of departure from State land. ALSO, beginning on the East and West centerline of said Section 22 at a point West 2390 feet from the East 1/4 corner of said Section 22; thence South 0°42' East, 560 feet; thence South 12° 36' West, 525 feet; thence South 3°03' East, 930 feet; thence South 4°27' West, 540 feet; thence South 8°29' East, 120 feet to the south line of said Section 22.

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ALSO Parcel 23

Beginning on the North line of Section 27, Township 59 North, Range 4 West, Boise Meridian at a point East 250 feet from the North 1/4 corner of said Section 27; thence South 08° 29' East, 7724 feet; thence South 05° 39' East, 4615 feet to the South line of said Section 27.

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ALSO Parcel 24

Beginning on the North line of Section 30, Township 59 North, Range 4 West, Boise Meridian at a point West 10.71 feet from the NE corner of said Section 30; thence South 33°30' West, 774.82 feet; thence South 12°29' East, 1408 feet; thence South 19°39' East, 245.86 feet to the East line of said Section 30; thence in Section 29, South 19°39' East, 541.47 feet to the point of departure from State land.

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ALSO Parcel 25

Beginning on the North line of Section 34, Township 59 North, Range 4 West, Boise Meridian at a point East 875 feet more or less from the North 1/4 corner of said Section 34; thence South 5°39' East, 1240 feet; thence South 5°23' East, 3430 feet; thence South 5°13' East, 614 feet more or less to the South of said Section 34.

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ALSO Parcel 26

Beginning on the North line of Section 3, Township 58 North, Range 4 West, Boise Meridian at a point West 1294 feet more or less from the NE corner of said Section 3; thence South 5°13' East, 5277 feet more or less to the South line of Section 3.

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ALSO Parcel 27

Beginning on the North line of Section 10, Township 58 North, Range 4 West, Boise Meridian at a point West 687 feet more or less from the NE corner of said Section 10; thence South 5°18' East, 2020 feet; thence South 5°19' East, 3062 feet to the East line of said Section 10; thence in Section 11, Township 58 North, Range 4 West, Boise Meridian South 5°19' East, 220 feet more or less to the South line of said Section 11; thence in Section 14, Township 58 North, Range 4 West, Boise Meridian South 5°19' East, 2650 feet; thence South 4°55' East, 1070 feet; thence South 7°14' West, 257 feet more or less to point of departure from State land.

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ALSO Parcel 28

Beginning on the South line of Section 15, Township 58 North, Range 4 West, Boise Meridian at a point West 200 feet from the SE corner of said Section 15; thence North 34°45' East 175 feet; thence North 21°15' East 275 feet to the East line of said Section 15.

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ALSO Parcel 29

Beginning on the West line of Section 36, Township 55 North, Range 3 West, Boise Meridian at a point South 53 feet from the West 1/4 corner of said Section 36; thence North 89°30' East, 58 feet; thence South 89°0' East, 2614 feet more or less to the East line of Government Lot 4, of said Section 36 and the point of departure from State land. ALSO beginning on the South line of the SW 1/4 of the NW 1/4 of said Section 36 at a point East 615 feet from the SW corner of said SW 1/4 of the NW 1/4; thence North 30°0' East, 315 feet; thence North 6°0' West, 106 feet more or less.

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ALSO Parcel 30

Beginning on the West line of Section 4, Township 54 North, Range 4 West, Boise Meridian at a point North 2090 feet from the SW corner of said Section 4; thence North 51°20' East, 880 feet to the North line of the NW 1/4 of the SW 1/4 of said Section 4 and the point of departure from State land.

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ALSO Parcel 31

Beginning on the North line of Section 36, Township 65 North, Range 2 West, Boise Meridian at a point West 1103 feet from the NE corner of said Section 36; thence South 41°20' East, 662 feet; thence South 42°0' East, 980 feet more or less to the East line of said Section 36 and point of departure from State land.

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ALSO Parcel 32

Beginning on the West line of Section 16, Township 58 North, Range 2 West, Boise Meridian at a point North 1070 feet more or less from the West 1/4 corner of said Section 16; thence North 62°0' East, 10 feet; thence Underground North 82°15' East 127 feet; thence North 68°15' East 197 feet; thence North 59°0' East 91 feet; thence North 79°45' East 93 feet; thence North 73°45' East 142 feet; thence North 79°0' East 94 feet; thence North 78°15' East 56 feet; thence North 54°0' East 66 feet. ALSO beginning on the West line of said Section 16, at a point North 245 feet more or less from the West 1/4 corner of said Section 16; thence underground South 43°30' East 75 feet; thence South 47°30' East 111 feet; thence South 41°30' East 177 feet; thence South 60°0' East 192 feet; thence South 45°0' East 189 feet; thence South 34°45' East 83 feet; thence South 60°30' East 176 feet; thence South 31°15' East 144 feet; thence South 49°0' East 75 feet; thence South 63°15' East 32 feet; thence South 71°15' East 193 feet; thence South 88°45' East 130 feet; thence North 69°30' East 178 feet; thence South 86°45' East 105 feet; thence South 0°15' West 90 feet; thence South 52°0' West 104 feet; thence South 37°15' West 100 feet.

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ALSO Parcel 33

Beginning on the East line of Section 18, Township 58 North, Range 2 West, Boise Meridian at a point North 510 feet more or less from the SE corner of said Section 18; thence underground North 64°30' West 741 feet; thence North 55°15' West 62 feet; thence North 54°15' West 49 feet; thence North 46°30' West 73 feet; thence North 61°15' West 49 feet; thence South 32°0' West 1029 feet; thence South 21°45' West 110 feet more or less to the South line of Section 18.

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ALSO Parcel 34

Beginning at a point South 95 feet from the NW corner of NE 1/4 of the NE 1/4 of Section 16, Township 55 North, Range 2 West, Boise Meridian; thence South 87°30' East 60 feet; thence North 73°45' East 349 feet to the North line of said Section 16 and the point of departure from State land.

3.

ALSO Parcel 35

Beginning on the South line of Section 36, Township 62 North, Range 1 West Boise Meridian at a point East 2375 feet more or less from the SW corner of said Section 36; thence North 4°0' West 290 feet; thence North 5°30' West 1880 feet; thence North 9°45' East 1840 feet; thence North 42°0' East 230 feet to the North South centerline of said Section 36 and the point of departure from State land.

ALSO Parcel 36

Beginning on the West line of Section 16, Township 62 North, Range 3 East, Boise Meridian at a point North 20 feet more or less from the West $\frac{1}{4}$ corner of said Section 16; thence South $29^{\circ}0'$ East 1532 feet more or less to the South line of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 16 and the point of departure from State land. ALSO beginning on the South line of said Section 16 at a point East 1510 feet more or less from the SW corner of said Section 16; thence North $43^{\circ}0'$ West 279 feet more or less to the West line of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 16 and the point of departure from State land.

ALSO Parcel 37

A 20 foot strip West of a centerline described as follows: Beginning at the SE corner of said Section 16, Township 61 North, Range 1 East, Boise Meridian; thence along the East line of Section 16, North 300 feet more or less to an existing road.

ALSO Parcel 38

The North 40 feet of the South 50 feet of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$, Section 36, Township 62 North, Range 1 East, Boise Meridian.

ALSO Parcel 39

A strip 20 feet wide along the East side of a centerline and 10 feet wide along the West side of said centerline which runs parallel to and 35 feet east from the West line of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$, Section 28, Township 55 North, Range 2 West, Boise Meridian, and the NW $\frac{1}{4}$ of Section 21, Township 55 North, Range 2 West, Boise Meridian.

ALSO Parcel 40

A strip 20 feet wide on the North and Northeasterly side of a centerline described as follows: Beginning at a point North 30 feet from the SW corner of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 36, Township 58 North, Range 2 West, Boise Meridian; thence East 180 feet; thence South $58^{\circ}15'$ East 57 feet to the South line of said Section 36 and the point of departure from State land.

ALSO Parcel 41

The southerly 20 feet of Section 4, Township 54 North, Range 4 West, Boise Meridian.

ALSO Parcel 42

The westerly 20 feet of the NW $\frac{1}{4}$, Section 9, Township 57 North, Range 4 West, Boise Meridian.

Total area contained in this easement is 87.316 acres, more or less.

This easement is issued subject to the following terms:

1. Slash and debris created in line construction and recent maintenance on Parcel No. 25 above will be disposed of by the grantee.
2. The Grantee shall be required to submit a powerline maintenance plan to the local office of the Idaho Department of Lands at least thirty (30) days prior to proposed commencement of maintenance operations. The plan will include proposed methods of vegetation removal, disposition of danger trees, starting time, erosion control methods and fire hazard reduction methods. The maintenance plan must be approved by the Idaho Department of Lands.
3. It is fully understood and agreed that the future road construction and reconstruction may affect this line. It is further understood and agreed that any and all removing, relocating and reinstalling of said line necessitated by such construction or reconstruction shall be the sole responsibility, and at the expense of the party of the Second part. The party of the second part agreed to move the line within ninety (90) days after receiving written notice from the Department of Lands that new construction or improvements are planned, and moving of the line is required.

State of Idaho Easement No. 4479-A
Page 7

It is understood and agreed that this easement is being issued subject to the following existing State of Idaho Easements:

- No. 339½ to Kaniksu National Forest for road purposes as recorded in Land Board Minutes, August 28, 1925.
- No. 4294 to Coolin Sewer District for a sewer line dated August 29, 1974.
- No. 1030 to Washington Water Power Company for a transmission line dated May 24, 1951.
- No. 4461 to Cougar Creek Water Users Association for a water line dated August 7, 1974.
- No. 2299 to Northern Lights, Inc. for a power line dated March 21, 1974.
- No. 3092 to General Telephone Company of the Northwest dated June 17, 1968.
- No. 3022 to Kaniksu National Forest for road purposes dated May 5, 1967.
- No. 2153 to Bonner County for a public road dated March 10, 1955.
- No. 848 to Northern Idaho Rural Electric Rehabilitation Association for a powerline dated October 23, 1947.
- No. 2723 to Fish and Game Department for fish hatching operation dated October 28, 1963.
- No. 2722 to United States of America (from Fish and Game Dept.) for public recreation dated November 14, 1967.
- No. 995 to Bonner County for road purposes dated November 9, 1950.
- No. 3073 to General Telephone Company of the Northwest for submarine and buried telephone cables dated February 13, 1968.
- No. 2365 to Northern Lights, Inc. for a powerline dated July 16, 1958.
- No. 4016 to General Telephone Company of the Northwest for an aerial telephone cable dated November 21, 1974.
- No. 2545 to Rex Sutton for a public roadway dated February 2, 1961.

It is further understood and agreed that in the event the lands hereinabove described are not used for the purposes herein specified for any five year period, the State Board of Land Commissioners may declare such right of way forfeited and the use of the lands will revert back to the State of Idaho or to the record owner of the lands.

IN WITNESS WHEREOF, the State Board of Land Commissioners has caused these presents to be executed by its President, the Governor of the State of Idaho, and countersigned by the Secretary of State and the Director of the Department of Lands.

STATE BOARD OF LAND COMMISSIONERS

Countersigned:


Secretary of State




Director

W. J. M.


Governor of the State of Idaho and
President of the State Board of
Land Commissioners

Page 2 - State of Idaho Easement No. 4479-A (Northern Lights, Inc.)

State of _____)
County of _____) ss

On this _____ day of _____, 19____, before me, the undersigned, a notary public in and for said State, personally appeared _____

known to me to be the person whose name is/are subscribed to the foregoing instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year last written above.

Notary Public residing at

My Commission expires _____

State of Idaho)
County of Ada) ss

On this 6 day of January, 1978, before me, a notary public in and for said State, personally appeared Cecil D. Andrus, known to me to be the Governor of the State of Idaho and President of the State Board of Land Commissioners, Pete T. Cenarrusa, known to me to be the Secretary of State of Idaho, and G. C. Trombley, known to me to be the Director of Department of Lands of the State of Idaho, that executed the said instrument and acknowledged to me that such State of Idaho and State Board of Land Commissioners executed same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year last written above.

John B. Buzan
Notary Public residing at Idaho City, Idaho

My Commission expires August 25, 1978



WESTERN RECIPROCAL EASEMENTS

237

EXHIBIT D(1)

304410

THESE EASEMENTS granted this 25 day of June, 1985, by the STATE OF IDAHO BOARD OF LAND COMMISSIONERS AS TRUSTEES OF THE PUBLIC SCHOOL ENDOWMENT LANDS (hereinafter, the "State") to DIAMOND LANDS CORPORATION, a Delaware corporation with offices located at Suite 2400, 650 Fifth Avenue, New York, New York 10019 (hereinafter, "Diamond"), and by Diamond to the State,

W I T N E S S E T H:

WHEREAS, Diamond and the State have exchanged lands, which has given rise to each party having a need for an easement over lands belonging to the other;

NOW, THEREFORE, for valuable consideration, the sufficiency of which each party acknowledges, Diamond hereby conveys over and across the Diamond Land as more particularly hereinafter described a perpetual easement to the State, and the State hereby conveys over and across the State Land as more particularly hereinafter described a perpetual easement to Diamond, each easement being granted upon the terms and subject to the reservations hereof.

1. Definitions.

1.1 State: The State of Idaho Board of Land Commissioners as Trustee for the Public School Endowment Lands with offices in the Statehouse, Boise, Idaho, its successors, transferees and assigns.

1.2 Diamond: Diamond Lands Corporation, a Delaware corporation, its successors, transferees and assigns.

1.3 Diamond Land: The real property over and through which an easement is granted and which is more particularly described in Exhibit O, attached hereto and incorporated by this reference, as distinguished from the phrase "affected Diamond property" which refers to all or any portion of the Boundary County and Bonner County real property Diamond will continue to own or has acquired or will acquire under that certain Land Exchange Agreement and the real property subject to the Lease, both of even date herewith and between the parties hereto.

1.4 State Land: The real property over and through which an easement is granted and which is more particularly described in Exhibit P, attached hereto and incorporated by this reference, as distinguished from the "affected State property" which refers to the property the State will continue to own or has acquired or will acquire under the aforementioned Land Exchange Agreement.

FILED FOR RECORD 6-25-85 AT 4:00 P.M. REQUEST BY D. Diamond Lands Corp. REGISTERED IN CHIEF CLERK BONNER COUNTY RECORDER STATE OF IDAHO 1985 BOOK NO. 127 PAGE 19237

1.5 Lease: That certain lease and all rights created and/or existing thereunder by and between Diamond as lessee and the State as lessor relating to a portion of the Diamond Property, together with all renewals or extensions thereof, in the form attached hereto as Exhibit C.

2. Scope of Easement from Diamond to the State. The easement granted by Diamond to the State is granted to facilitate the legitimate enjoyment and use of affected State property, to which it is appurtenant, and creates rights of ingress and egress to and from land owned by the State and adjoining the Diamond Property, including without limitation:

2.1 The right to transport or convey across the Diamond Property, on a road now existing or hereafter constructed by Diamond, personnel, equipment, machinery, timber and/or all other things or materials associated with and reasonably necessary to the removal of timber from the affected State property; and

2.2 The right to use such road for any other legitimate purpose consistent with and considerate of the use and enjoyment of affected Diamond property, it being understood that Diamond and Diamond's successors, transferees and assigns as to affected Diamond property, and lessees (and their subtenants, successors and assigns) of State cottage site leaseholds within Section 34 of Township 62 North, Range 4 West, or Section 10 or the Northeast Quarter of Section 16 of Township 61 North, Range 4 West, may also use said easement for utility rights-of-way, for ingress and egress to nearby recreational properties and related facilities, and for related purposes.

2.3 The enumeration of particulars is not intended to limit the generality of the State's legitimate use or enjoyment of the easement hereby created.

3. Scope of Easement from the State to Diamond. The easement granted by the State to Diamond is granted to facilitate the legitimate enjoyment and use of the affected Diamond property, to which it is appurtenant, and creates rights to build, maintain, repair and replace improvements upon, and use the described State Land, including, without limitation:

3.1 The right to build, maintain, repair and replace a roadway to the affected Diamond property, including, without limitation, grading and filling of soil, sand or rocks, removal of sand, soil, rocks, debris, trees and other vegetation, construction, maintenance and repair of retaining walls, rails or fences, installation of signs, lights or markers, snow fences, cross ditches or drain ditches, and any other structures or improvements necessary, appropriate or incidental to said roadway, its use, maintenance and/or enjoyment;

3.2 The right to build, establish, maintain, repair and replace power transmission lines, sewer and water pipes, pump stations and any and all other services necessary or appropriate for use, consumption or service on or to the affected Diamond property; and

3.3 The right of ingress and egress to and from the affected Diamond property for people, animals, goods, equipment, machinery, timber and/or all other things or materials associated with or incidental to any legal use or enjoyment of the affected Diamond property.

3.4 The enumeration of particulars is not intended to limit the generality of Diamond's legitimate use or enjoyment of the easement hereby created.

4. Mutual Reservation. The grantor of each easement reserves for itself, its successors and assigns, the right to use the burdened premises for any legitimate purpose consistent with and considerate of the grantee's (and its successors' and assigns') affected property and the rights created by said easement.

5. Term of Easements. The term of each easement shall be perpetual.

6. Easements Run With the Land; Transferability. Both the burdens and the benefits created by these easements run with the land. The benefits are freely transferable or divisible with any conveyance of the dominant estate and the burdens shall be binding upon all holders of and successors to any interest in the servient estate or affected property with respect to each easement.

7. Effect of Termination or Nonrenewal of Lease. Termination, expiration, mutual rescission or nonrenewal of the Lease, or renewal as to less than all the leased premises shall not terminate this easement, work a reversion, reconveyance or diminution of the easement, or effect a merger of estates.

8. Title to Merchantable Timber. The title to any merchantable timber cut or severed from either the Diamond Property or the State Land shall be and remain in the owner of the fee of the underlying land.

9. Interpretation.

9.1 Laws Applicable. All applicable laws of the State of Idaho are incorporated herein by reference, except as lawfully varied by the terms hereof.

9.2 Joint Drafting. These easements are the product of negotiation and joint drafting; therefore there shall be no presumption in favor of or against either the State or Diamond on the basis of any provision later perceived to be ambiguous, but the meaning of this instrument shall be sought and ascertained from the remaining provisions hereof.

IN WITNESS WHEREOF, each party has hereunto executed this instrument by its duly authorized officer and the State has hereunto fixed its Seal this 25th day of June, 198 5.

[SEAL]

STATE OF IDAHO BOARD OF LAND COMMISSIONERS AS TRUSTEES OF THE PUBLIC SCHOOL ENDOWMENT LANDS

By [Signature]
Governor and Chairman of the Idaho State Board of Land Commissioners

ATTEST:

[Signature]
Secretary of State

DIAMOND LANDS CORPORATION

By [Signature]
Its Vice President

ATTEST:

Asst [Signature]
Secretary, Diamond Lands Corporation

STATE OF IDAHO)
) ss.
County of Ada)

On this 25 day of June, 1985, before me, a notary public in and for said county and state, personally appeared JOHN V. EVANS, known to me to be the Governor and Chairman of the IDAHO STATE BOARD OF LAND COMMISSIONERS as Trustees of the Public School Endowment Lands, and acknowledged to me that he executed the foregoing instrument on behalf of such public entity.

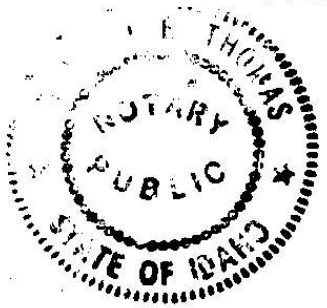
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Virginia M. Peters
NOTARY PUBLIC for Idaho
Residing at Boise, Idaho
My Commission Expires 9-15-88

STATE OF IDAHO)
) ss.
County of Ada)

On this 25 day of June, 1985, before me, a notary public in and for said county and state, personally appeared Michael F. Barron, known to me to be the Vice President of DIAMOND LANDS CORPORATION, the corporation named in the above instrument and acknowledged to me that he executed the same on behalf of such corporation.

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



Michael F. Barron
NOTARY PUBLIC for Idaho
Residing at Boise, Idaho
My Commission Expires 9-15-87

Diamond Land over which the easement to the State runs in the Western Reciprocal Easements.

Document correlation: Western Reciprocal Easements, Section 1.3, page 1.

A roadway, whether now existing or hereafter constructed, in Bonner County, Idaho, designated from time to time by Diamond, running over and across one or the other of the following alternative courses described generally by the sections through which each course runs:

ALTERNATIVE COURSE A

The existing roadway running over and across portions of the following described real property:

Government Lot 1, Section 15, Township 62 North, Range 4 West, Boise Meridian.

The East One-half of the East One-half of Section 22, Township 62 North, Range 4 West, Boise Meridian.

The East One-half of the East One-half of Section 27, Township 62 North, Range 4 West, Boise Meridian.

The Southwest Quarter of the Southwest Quarter of Section 26, Township 62 North, Range 4 West, Boise Meridian.

Government Lots 1, 2, 3, 4 and 5; and the Northeast Quarter of the Northwest Quarter of Section 35, Township 62 North, Range 4 West, Boise Meridian.

Government Lots 1, 2, 3, 5 and 6; and the Northwest Quarter of the Southeast Quarter of Section 3, Township 61 North, Range 4 West, Boise Meridian.

Government Lots 1, 4 and 7 of Section 9, Township 61 North, Range 4 West, Boise Meridian.

Government Lot 1 and the Southwest Quarter of the Northwest Quarter of Section 10, Township 61 North, Range 4 West, Boise Meridian.

Government Lot 1; the Northwest Quarter of the Northwest Quarter; the Southeast Quarter of the Northwest Quarter; and the Northeast Quarter of Section 15, Township 61 North, Range 4 West, Boise Meridian.

The Southwest Quarter of the Northwest Quarter; and the Northwest Quarter of the Southwest Quarter of Section 14, Township 61 North, Range 4 West, Boise Meridian.

ALTERNATIVE COURSE B

A strip of land sixty feet (60') wide over and across the following described real property:

Portions of Sections 14, 11 and 2 in Township 61 North, Range 4 West, Boise Meridian; and

Portions of Sections 35, 26, 23, 22 and 15 in Township 62 North, Range 4 West, Boise Meridian.

State Land over which easement to Diamond runs in the Western Reciprocal Easements.

Document correlation: Western Reciprocal Easements, Section 1.3, page 1.

A strip of land sixty feet (60') wide over and across portions of the following described real property:

Government Lot 2, Section 34, Township 62 North, Range 4 West, Boise Meridian, Bonner County, Idaho.

Government Lot 1, Section 16, Township 61 North, Range 4 West, Boise Meridian, Bonner County, Idaho.

The Southwest Quarter of the Southwest Quarter of Section 14, Township 61 North, Range 4 West, Boise Meridian, Bonner County, Idaho.

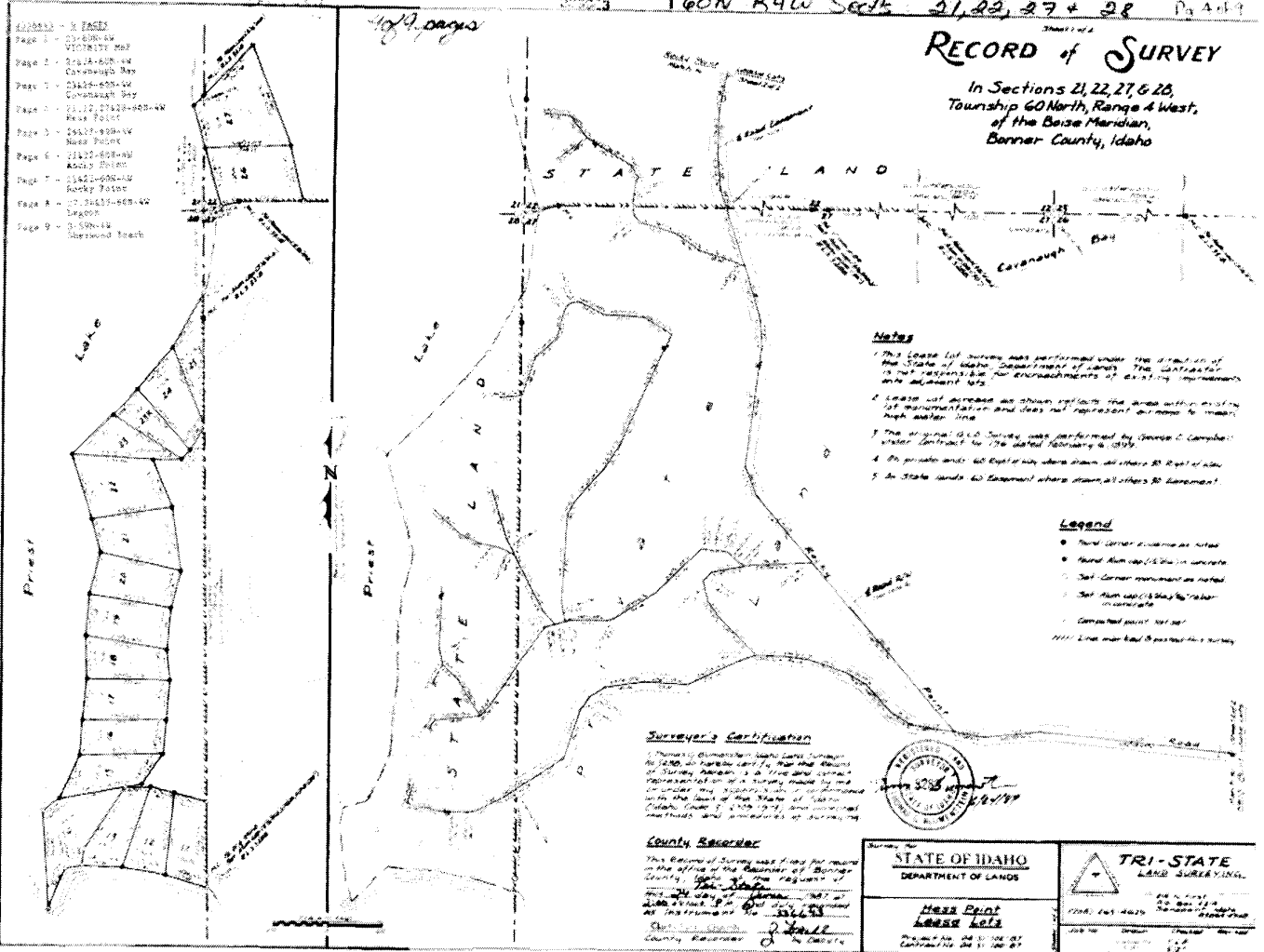
The West one-half of the Northwest Quarter; and the Southeast Quarter of the Northwest Quarter of Section 23, Township 61 North, Range 4 West, Boise Meridian, Bonner County, Idaho.

The West one-half of Section 14, Township 62 North, Range 4 West, Boise Meridian, Bonner County, Idaho.

RECORD of SURVEY

In Sections 21, 22, 27 & 28,
Township 60 North, Range 4 West,
of the Boise Meridian,
Barnier County, Idaho

- 1099 pages
- Page 1 - 21-60N-4W
Vicinity Map
 - Page 2 - 21-21-60N-4W
Caraway Map
 - Page 3 - 21-22-60N-4W
Caraway Map
 - Page 4 - 21-27-60N-4W
Rocky Point
 - Page 5 - 21-28-60N-4W
Rocky Point
 - Page 6 - 21-21-60N-4W
Rocky Point
 - Page 7 - 21-22-60N-4W
Rocky Point
 - Page 8 - 21-27-60N-4W
Lagoon
 - Page 9 - 21-28-60N-4W
Shoreland Tract



- Notes**
1. This lease (if survey was performed under the direction of the State of Idaho Department of Lands) The contractor is not responsible for encroachments of existing improvements into adjacent lots.
 2. Lease not decrease as shown reflects the area within existing lot manufacture and does not represent an increase in number high water line.
 3. The original U.S. Survey was performed by George C. Campbell under Contract No. 776 dated February 6, 1894.
 4. Be provided with 60' Easement where shown otherwise 50' Easement.
 5. An State lands 60' Easement where shown otherwise 50' Easement.

- Legend**
- Found Corner (Iron pipe or steel)
 - Found Iron cap (1/2" dia) in concrete
 - Set Corner monument as noted
 - Set Iron cap (1/2" dia) in concrete
 - Computed point not set
 - Line may have been located by survey

Surveyor's Certification

I, Thomas G. Smith, State Land Surveyor No. 1420, do hereby certify that the above is a true and correct representation of the survey made by me in accordance with the laws of the State of Idaho, Idaho Code 7-1-1974, and approved methods and procedures of surveying.

THOMAS G. SMITH
State Land Surveyor



County Recorder

This Record of Survey was filed for record in the office of the County Recorder of Barnier County, Idaho, on the request of the State of Idaho, and is approved as Instrument No. 21663.

County Recorder: J. Hall
Date: 10/20/97

STATE OF IDAHO
DEPARTMENT OF LANDS

Mass Point
Less Lots

PROJECT NO. 21-27-28-21
CONTRACT NO. 11-100-87

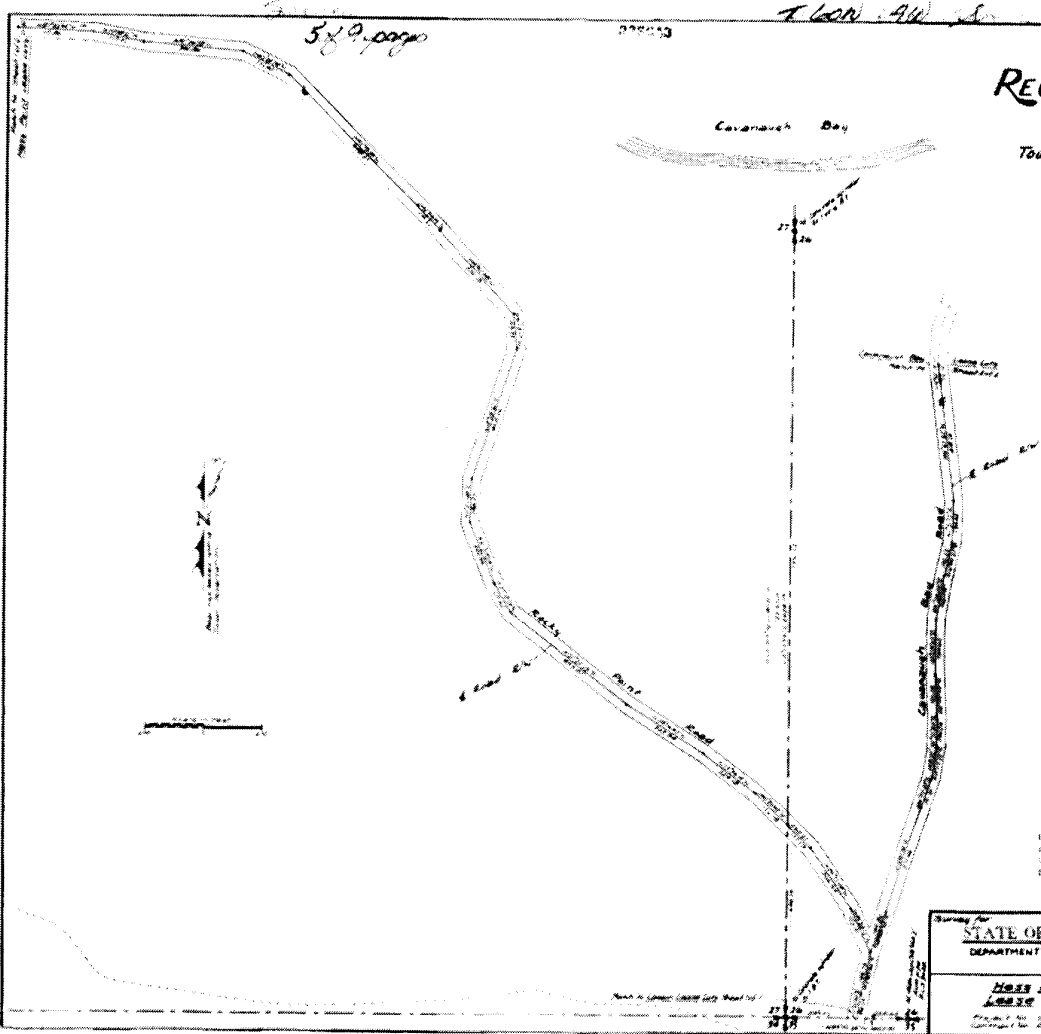
1225 E. 1st St. Boise, Idaho 83725 Phone: 336-1111 Fax: 336-1112	400 N. 1st St. 2nd Fl. Boise, Idaho 83725 Phone: 336-1111 Fax: 336-1112

3 of 9 pages

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RECORD of SURVEY

In Sections 26 & 27,
Township 60 North, Range 4 West,
of the Boise Meridian,
Bonner County, Idaho



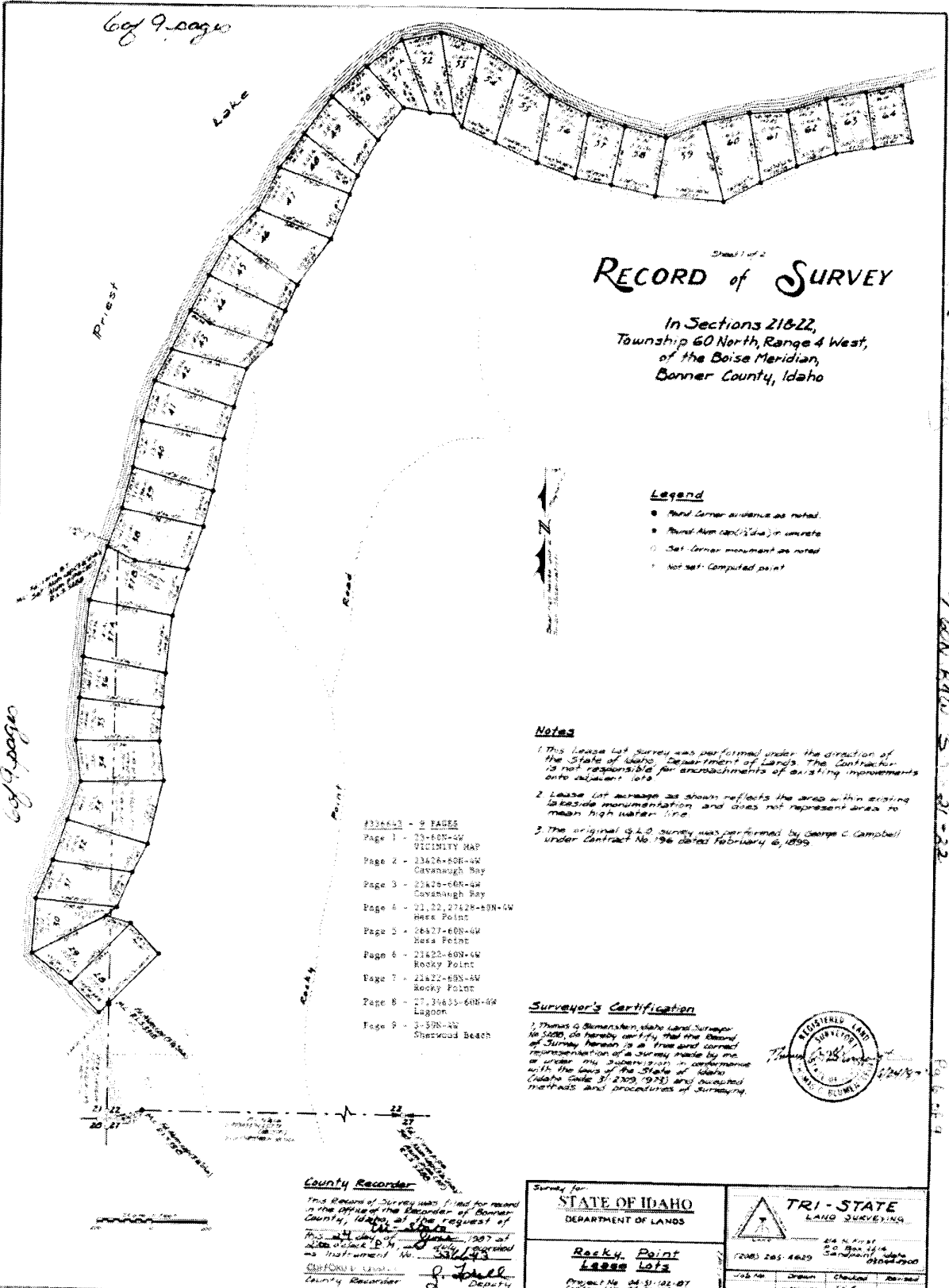
- Page 1 - 21-500-44
- Page 2 - 21-500-45
- Page 3 - 21-500-46
- Page 4 - 21-500-47
- Page 5 - 21-500-48
- Page 6 - 21-500-49
- Page 7 - 21-500-50
- Page 8 - 21-500-51
- Page 9 - 21-500-52

21-500-44
21-500-45
21-500-46
21-500-47
21-500-48
21-500-49
21-500-50
21-500-51
21-500-52

<p>STATE OF IDAHO DEPARTMENT OF LANDS</p> <p>Hess Point Lodge Lots</p> <p>21-500-44 21-500-45 21-500-46 21-500-47 21-500-48 21-500-49 21-500-50 21-500-51 21-500-52</p>	<p>TRI-STATE LAND SURVEYING</p> <p>21-500-44 21-500-45 21-500-46 21-500-47 21-500-48 21-500-49 21-500-50 21-500-51 21-500-52</p>
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336943

Leaf 9-page



RECORD of SURVEY

In Sections 21&22,
Township 60 North, Range 4 West,
of the Boise Meridian,
Bonner County, Idaho

Legend

- Found corner evidence as noted.
- Found Area (cap./dca) or unsets
- Set corner monument as noted
- Not set - Computed point

Notes

1. This Lease Lot Survey was performed under the direction of the State of Idaho, Department of Lands. The Contractor is not responsible for encroachments of existing improvements onto adjacent lots.
2. Lease Lot acreage as shown reflects the area within existing inside monumentation and does not represent area to mean high water line.
3. The original G.L.O. survey was performed by George C. Campbell under Contract No. 196 dated February 6, 1895.

Surveyor's Certification

I, Thomas G. Bunnemister, State Land Surveyor No. 5028, do hereby certify that the Record of Survey herein is a true and correct representation of a survey made by me or under my supervision in accordance with the laws of the State of Idaho (Idaho Code 3-1-209, 1978) and accepted methods and procedures of surveying.



- 336943 - 9 PAGES
- Page 1 - 23-60N-4W VICINITY MAP
 - Page 2 - 23&24-60N-4W Cassinough Bay
 - Page 3 - 23&25-60N-4W Cassinough Bay
 - Page 4 - 21, 22, 27&28-60N-4W Rocky Point
 - Page 5 - 26&27-60N-4W Rocky Point
 - Page 6 - 21&22-60N-4W Rocky Point
 - Page 7 - 21&22-60N-4W Rocky Point
 - Page 8 - 27, 27&28-60N-4W Lugnon
 - Page 9 - 3-60N-4W Sherwood Beach

County Recorder

This Record of Survey was filed for record in the Office of the Recorder of Bonner County, Idaho, at the request of the State of Idaho, Department of Lands, on this 15th day of March, 1987 and also of Book 174 and of Page 1987 as Instrument No. 336943.

Clifford V. Grant, County Recorder
J. J. DeWitt, Deputy

Survey for STATE OF IDAHO DEPARTMENT OF LANDS		TRI-STATE LAND SURVEYING	
Rocky Point Lease Lots		2085 205 4025	
Project No. 04-31-02-07 Contract No. 04-31-02-07		DATE FILED 20 MAR 1987	DATE RECORDED 20 MAR 1987
FILE NO.	DRAWN	CHECKED	REVIEWED

305543

Top 9 pages

Lake

Priest

Sheet 1 of 2

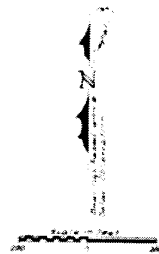
RECORD of SURVEY

In Sections 21&22,
Township 60 North, Range 4 West,
of the Boise Meridian,
Bonner County, Idaho

305543

Top 9 pages

Match to Rocky Point Lease Lots Sheet 1 of 2



- 235661 - 9 PAGES
- Page 1 - 23-60N-4W
VICINITY MAP
- Page 2 - 23&26-60N-4W
Cavanaugh Bay
- Page 3 - 23&26-60N-4W
Cavanaugh Bay
- Page 4 - 21, 22, 27&28-60N-4W
Rock Point
- Page 5 - 26&27-60N-4W
Rock Point
- Page 6 - 21&22-60N-4W
Rock Point
- Page 7 - 21&22-60N-4W
Rock Point
- Page 8 - 27, 28&28-60N-4W
Lagoon
- Page 9 - 2-59S-4W
Sherwood Beach

FILED IN RECORDS 2-27-87 2:00 P.
REGISTERED IN STATE OF IDAHO
BY: *[Signature]* 4500

Note: Road easement 60' as shown - all other lot widths easement 30'

Survey for
STATE OF IDAHO
DEPARTMENT OF LANDS

**Rocky Point
Lease Lots**

Project No. 04-31-182-87
Contract No. 04-31-182-87

		216 N. First		
		P.O. Box 2214		
(208) 245-4629 Caldwell, Idaho 83402		Date 2-27-87	Checked J.S.	Revised 0-00

Pa 7089

378013

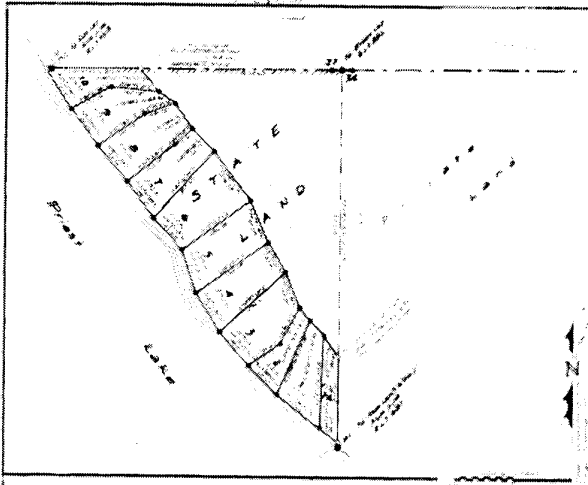
T60N R41W Sects: 27, 34 & 35

809-00910

- Sheet 1 - 8 PAGES
- Page 2 - 13426-820-40
Gardnough Bay
- Page 3 - 13426-820-40
Covenough Bay
- Page 4 - 13426-820-40
Beak Point
- Page 5 - 13426-820-40
Beak Point
- Page 6 - 13426-820-40
Rocky Point
- Page 7 - 13426-820-40
Rocky Point
- Page 8 - 13426-820-40
Lagoon
- Page 9 - 13426-820-40
Shoreland Beach

RECORD of SURVEY

In Sections 27, 34, & 35,
Township 60 North, Range 4 West,
of the Boise Meridian,
Bonner County, Idaho

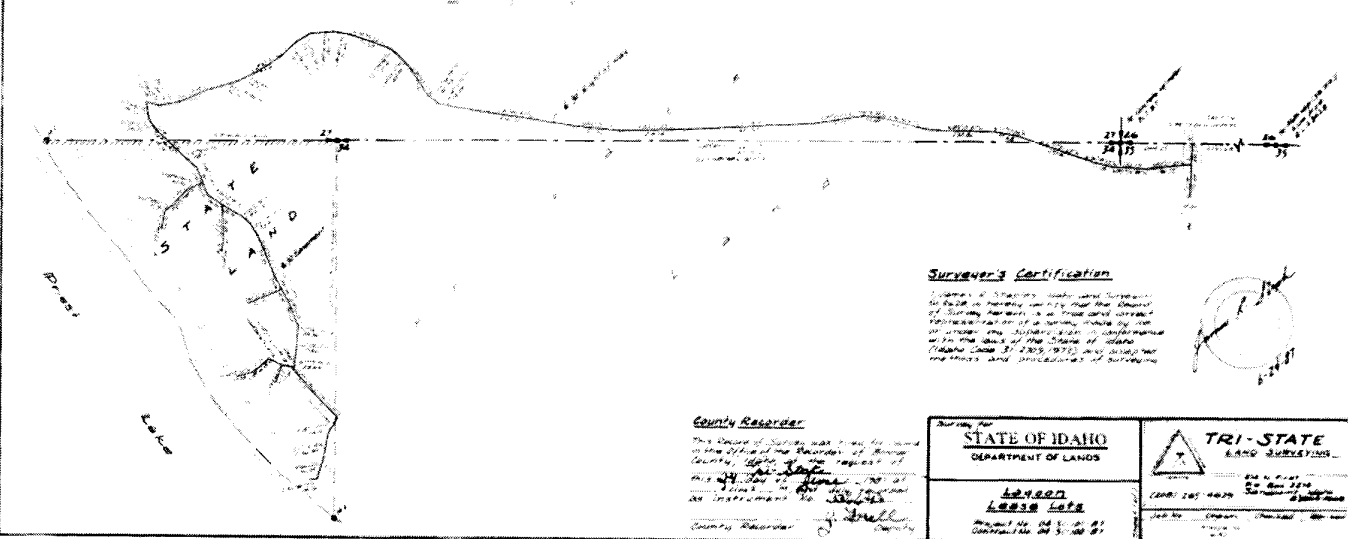


LEGEND

- Area Contained in this Survey
- Area Contained in Other Surveys
- State Land
- Section 27, 34, 35
- Section 27, 34, 35
- Section 27, 34, 35

NOTES

- This survey was performed under the direction of the State of Idaho Department of Lands. The contractor is not responsible for encroachments of existing improvements and easements.
- Unless otherwise shown, all bearings and distances are in feet.
- The original G.D.S. survey was performed by James C. Campbell under contract to the state February 6, 1899.
- All other lands, of which any were shown on the G.D.S. survey, are State Lands, B. Settlement.



Surveyor's Certification

I, James C. Campbell, do hereby certify that the above is a true and correct copy of the original survey as shown to me by the State of Idaho in accordance with the laws of the State of Idaho (Idaho Code 37-2105, 1975) and the methods and procedures of surveying.



County Recorder

This Record of Survey was filed for record in the Office of the Recorder of Bonner County, Idaho, at the request of the State of Idaho, on this 27th day of June, 1975, in accordance with the instructions of the State of Idaho.

County Recorder: J. J. [Signature]

STATE OF IDAHO DEPARTMENT OF LANDS Leason Leason Project No. 14 1-10 81 Contract No. 14 1-10 81	TRI-STATE LAND SURVEYING 100 N. 1st St. Boise, Idaho 83720 Job No. 14-10-81 Date: 6/27/75
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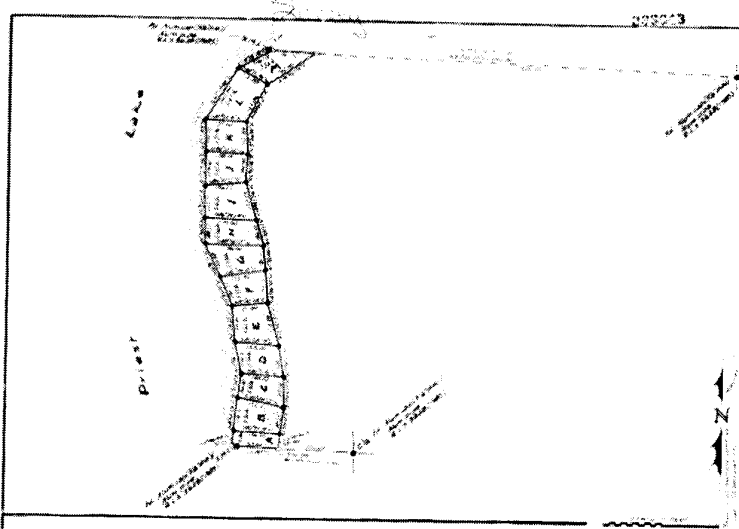
438223

T59N R4W S3

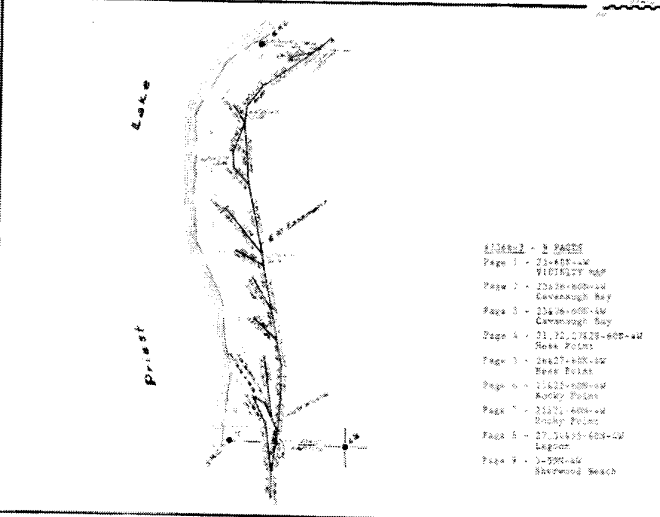
July 9, 1992

RECORD of SURVEY

In Section 3,
Township 59 North, Range 4 West,
of the Boise Meridian,
Bonner County, Idaho



- Notes**
- This record was prepared under the direction of the State of Idaho, Department of Lands. The contractor is not responsible for errors or omissions of any kind.
 - Water in the survey is shown in blue and does not represent areas to be irrigated.
 - This record was prepared by J. D. Simpson, Contract No. 122 dated July 25, 1992.
 - Subsequent Survey of Section 3 was performed by J. D. Simpson, 2-15-1993 and is on file as instrument 40.



- LEGEND - 8 PAGES**
- Page 1 - 214475-12W
 - Page 2 - 214475-12W
 - Page 3 - 214475-12W
 - Page 4 - 214475-12W
 - Page 5 - 214475-12W
 - Page 6 - 214475-12W
 - Page 7 - 214475-12W
 - Page 8 - 214475-12W
 - Page 9 - 214475-12W
 - Page 10 - 214475-12W

- Legend**
- Survey Control Points as shown
 - Point Run and (1/4) Section
 - Sub-Sectional (1/4) Section
 - Computed point not set

Surveyor's Certification

I, J. D. Simpson, State Land Surveyor, do hereby certify that the Record of Survey prepared is a true and correct statement of the survey made by me in accordance with the provisions of the laws of the State of Idaho, Public Law 91-209, (1968) and accepted methods and procedures of surveying.



County Recorder

This Record of Survey was filed for record in the Office of the Recorder of Bonner County, Idaho, at the request of J. D. Simpson, State Land Surveyor.

J. D. Simpson
State Land Surveyor

<p>STATE OF IDAHO DEPARTMENT OF LANDS</p>	<p>TRI-STATE LAND SURVEYING</p>
<p>Sherwood Beach LEBBE L&L</p>	<p>214475-12W 7/9/92 2:01:46Z</p>

Jeff F. Page

335543

Sheet 1 of 2

RECORD of SURVEY

In Sections 23 & 26,
Township 60 North, Range 4 West,
of the Boise Meridian,
Banner County, Idaho

335543 - 9 PAGES

- Page 1 - 23-60N-4W
VICINITY MAP
- Page 2 - 23578-60N-4W
Cavanaugh Bay
- Page 3 - 23578-60N-4W
Cavanaugh Bay
- Page 4 - 23578-60N-4W
Best Point
- Page 5 - 26427-60N-4W
Best Point
- Page 6 - 21522-60N-4W
Rocky Point
- Page 7 - 21422-60N-4W
Rocky Point
- Page 8 - 2734925-60N-4W
Lagoon
- Page 9 - 335543
Sherwood Beach

Legend

- Best Corner evidence as noted
- Best Corner (3/4") in concrete
- Best Monument (3/4") in concrete
- Best Corner monument as noted
- Not Set - Computer point

Surveyor's Certification

I, Thomas J. Summers, State Land Surveyor No. 5280, do hereby certify that the Record of Survey herein is a true and correct representation of a survey made by me or under my direction, State in accordance with the laws of the State of Idaho (Public Laws 31-209, 273) and measured methods and procedures of surveying.



Notes

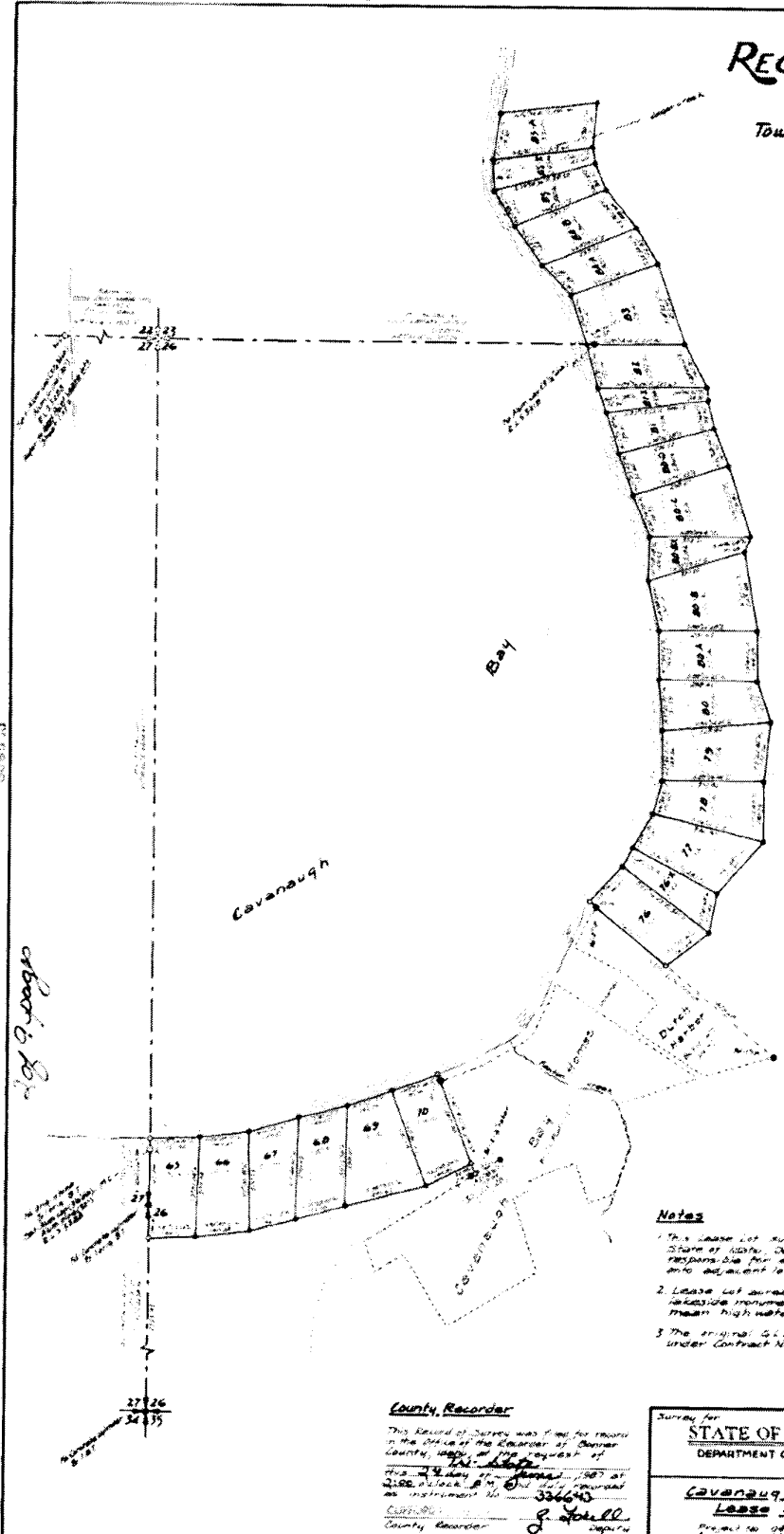
1. This Lease Lot Survey was performed under the direction of the State of Idaho, Department of Lands. The contractor is not responsible for encroachments of existing improvements onto adjacent lots.
2. Lease lot acreage as shown reflects fee area within existing adjacent improvement and does not represent area to the true high water line.
3. The original S.L.S. Survey was performed by George C. Campbell under Contract No. 196 dated February 6, 1949.

County Recorder

This Record of Survey was filed for record in the Office of the Recorder of Banner County, Idaho, at the request of the State of Idaho, Department of Lands, as instrument No. 335543 on this 24th day of June, 1957 at 2:02 P.M. and the County Recorder as instrument No. 335543.

County Recorder: *G. Spiller*

Survey for STATE OF IDAHO DEPARTMENT OF LANDS		TRI-STATE LAND SURVEYING	
Cavanaugh Bay, Lease Lots		24 N 42 E 26 N 26 E 26 W 26 E 26 W 26 E 26 W 26 E	24 N 42 E 26 N 26 E 26 W 26 E 26 W 26 E 26 W 26 E
Project No. 24-11-122-27	Contract No. 24-11-122-27	Checked By: <i>[Signature]</i>	Date: <i>[Date]</i>



T60N R4W S23 + 26 Pg 2 of 9

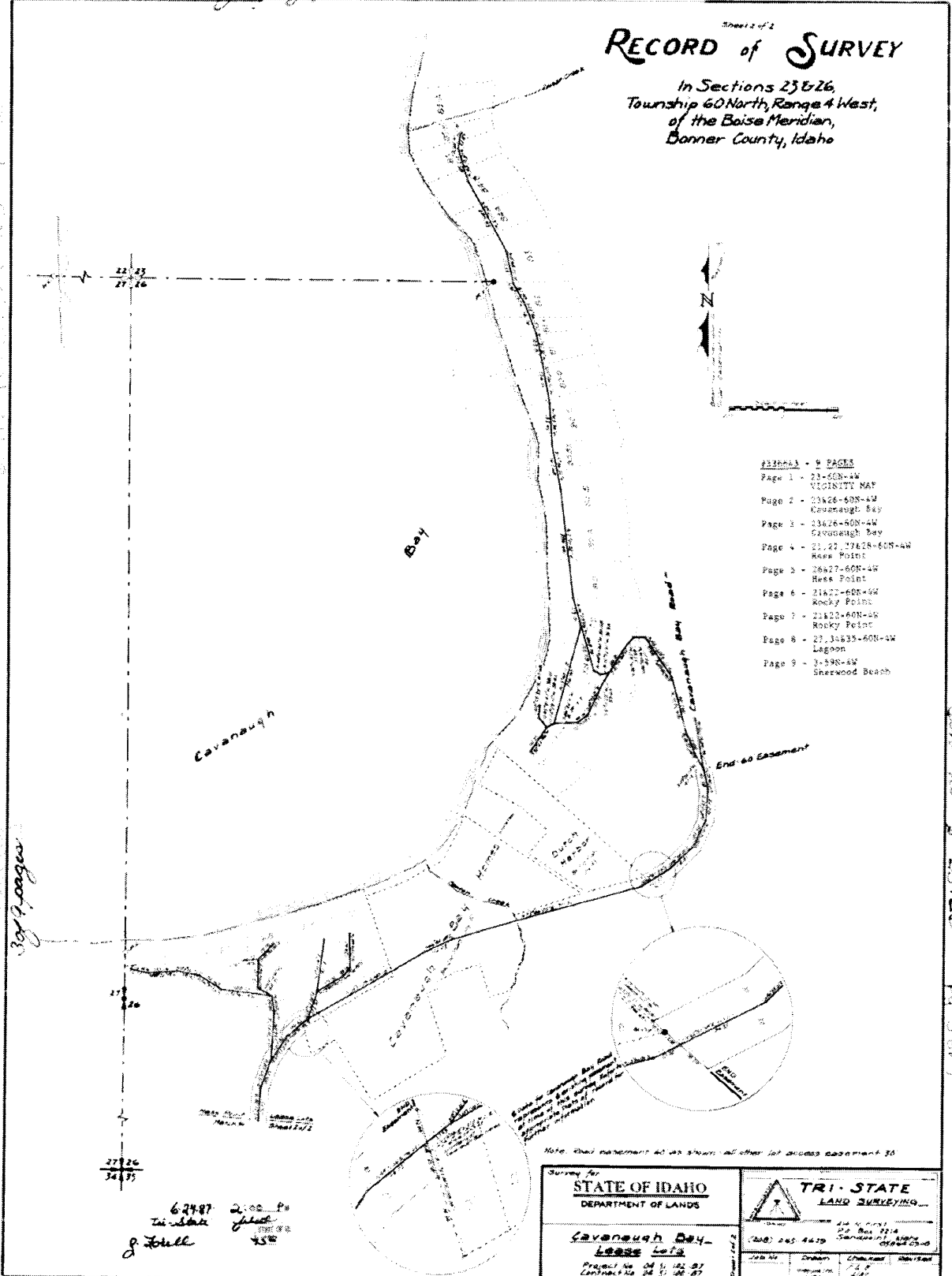
3rd Page

326563

Sheet 2 of 2

RECORD of SURVEY

In Sections 23 & 26,
Township 60 North, Range 4 West,
of the Boise Meridian,
Bonner County, Idaho



- INDEX - 9 PAGES**
- Page 1 - 23-60N-4W
VICINITY MAP
 - Page 2 - 23&26-60N-4W
Cavanaugh Bay
 - Page 3 - 23&26-60N-4W
Cavanaugh Bay
 - Page 4 - 23, 27, 27&28-60N-4W
Rocky Point
 - Page 5 - 26&27-60N-4W
Rocky Point
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Rocky Point
 - Page 7 - 23&27-60N-4W
Rocky Point
 - Page 8 - 27, 26&25-60N-4W
Lagoon
 - Page 9 - 3-59N-4W
Sherwood Bush

Survey for STATE OF IDAHO DEPARTMENT OF LANDS		TRI-STATE LAND SURVEYING	
Cavanaugh Bay - LEASE LOTS		24 1/2 Acres P.O. Box 2214 Sandpoint, Idaho 83426-0214	24 1/2 Acres P.O. Box 2214 Sandpoint, Idaho 83426-0214
Project No. 24 1/2 AS 87 Contract No. 24 1/2 AS 87	Date 6/27	Checked 6/27	Drawn 6/27

67487 2,100.00
 Tri-State
 J. J. Hill
 450

60N 4W 23&26 Pg 3 of 9

STATE SUBDIVISION—HESS POINT

A PORTION OF SECTION 28, TOWNSHIP 60 NORTH, RANGE 4 WEST,
BOISE MERIDIAN, BONNER COUNTY, IDAHO



TITLE

WHEN IDAHO BECAME A STATE IN 1890, THE FEDERAL GOVERNMENT ENDOWED (GRANTED) LANDS TO IDAHO ON THE CONDITION THEY PRODUCE MAXIMUM LONG-TERM FINANCIAL RETURNS FOR PUBLIC SCHOOLS AND OTHER BENEFICIARIES. IDAHO NOW HAS OVER 2 MILLION ACRES OF PUBLIC LANDS. THE IDAHO DEPARTMENT OF LANDS HAS THE HONOR OF MANAGING THESE PUBLIC LANDS UNDER THE CLOSE SUPERVISION OF THE IDAHO BOARD OF LAND COMMISSIONERS. THE LAND BOARD, ACTING IN THE CAPACITY OF TRUSTEE ON BEHALF OF THE BENEFICIARIES, SCHOOLS AND OTHER INSTITUTIONS, HAS GRANTED TO THE STATE OF IDAHO PUBLIC LANDS IN SUCH A MANNER AS WILL SECURE THE MAXIMUM LONG-TERM FINANCIAL RETURN TO THE INSTITUTION TO WHICH GRANTED. THE LEASING OF ENDOWMENT TRUST LAND FOR USE AS RECREATIONAL COTTAGE SITES BEGAN IN THE EARLY 1930S AND HAS GROWN SINCE THAT TIME TO INCLUDE A LARGE PORTION OF THE STATE'S PUBLIC LANDS. THE LEASING OF COTTAGE SITES HAS OCCURRED IN AN ORGANIC MANNER OVER A PERIOD OF APPROXIMATELY 80+ YEARS. DUE TO THE NECESSITY BASED STYLE OF DEVELOPMENT AND THE TIME LINE OF THOSE DEVELOPMENTS, THE EXISTING NEIGHBORHOODS AND APPOINTMENTS WOULD NOT LIKELY MEET CURRENT LOCAL (COUNTY) DEVELOPMENT STANDARDS.

ADJACENT ENDOWMENT TRUST LANDS

NEAR THIS PROPERTY ARE NOT ENGINEERS IN ANY MANNER BY THIS STATE PLAT AND MAY BE SUBSAGED BY SALE AT PUBLIC AUCTION OR BY LAND EXCHANGE OR THE USE OF THE LAND MAY CHANGE. ENDOWMENT TRUST LANDS ARE NOT MANAGED FOR THE PUBLIC AT LARGE AND SHALL NOT BE CONSIDERED "PUBLIC LANDS" OR "OPEN SPACE" EITHER SPECIFICALLY OR IN A GENERIC SENSE. ENDOWMENT TRUST LANDS ARE WORKING LANDS PRODUING REVENUE FOR THE BENEFICIARY INSTITUTIONS. THE IDAHO DEPARTMENT OF LANDS SHALL BE CONTACTED WITH ANY QUESTIONS PERTAINING TO THE ENDOWMENT TRUST LANDS.

ENCROACHMENT PERMITS

AN ENCROACHMENT PERMIT FROM IDAHO DEPARTMENT OF LANDS IS REQUIRED FOR AN ENCROACHMENT UPON THE BED OF NAVIGABLE WATERS.

DOMESTIC WATER

THE STATE MAKES NO REPRESENTATION THAT DOMESTIC WATER SERVICE FOR INDIVIDUAL LOTS EXISTS. THE OWNER WILL BE RESPONSIBLE FOR DOMESTIC WATER.

SANITARY SEWER

THE STATE MAKES NO REPRESENTATION THAT SANITARY SEWER SERVICE FOR THE LOTS EXISTS. IF IT EXISTS, IT IS PROVIDED BY SEPTIC SYSTEMS THAT MAY NOT COMPLY WITH APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, AND REGULATIONS. ANY FUTURE MODIFICATIONS AND/OR ADDITIONS TO EXISTING SEPTIC SYSTEMS SHALL COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, AND REGULATIONS.

SINGLE-FAMILY RESIDENTIAL USE

NO MORE THAN ONE(1) SINGLE-FAMILY DWELLING SHALL BE ALLOWED ON ANY LOT.

MOBILE HOMES

MOBILE HOMES SHALL NOT BE PLACED ON THE PROPERTY.

MANUFACTURED OR MODULAR HOMES

MANUFACTURED OR MODULAR HOMES THAT COMPLY WITH ALL APPLICABLE BUILDING CODES, HAVE A MINIMUM 4:12 ROOF PITCH, MEET APPLICABLE BONNER COUNTY SNOW LOAD REQUIREMENTS FOR THIS AREA, AND ARE INSTALLED ON A PERMANENT FOUNDATION SHALL BE ALLOWED.

FIRE HAZARDS

LOTS SHALL BE MAINTAINED TO REDUCE FIRE HAZARDS BY THE ELIMINATION OF FINE FUELS AND DEAD MATERIAL ON THE LOT TO PROVIDE A NATURAL BUT MANAGED APPEARANCE.

ROAD, REPAIR, AND MAINTENANCE

THE INDIVIDUAL LOT OWNER OR AN ASSOCIATION (IF ANY) SHALL BE RESPONSIBLE TO MAINTAIN, REPAIR, AND REPLACE ANY MAIN ACCESS ROADS AS DEFINED IN EASEMENTS GRANTED BY STATE LAND BOARD PURSUANT TO THE ESTABLISHMENT OF THIS PLAT. ALL SUCH MAINTENANCE SHALL COMPLY WITH THE REQUIREMENTS OF THE COUNTY AND ANY APPLICABLE GOVERNMENTAL AUTHORITY, INCLUDING ANY AGENCY OF THE STATE OF IDAHO WITH JURISDICTION. IF THE OWNERS FAIL TO FORM AN ASSOCIATION OR IF THE ASSOCIATION FAILS IN ITS DUTIES, THE LOT OWNERS SHALL BE RESPONSIBLE TO MAINTAIN, REPAIR AND REPLACE ANY SUCH MAIN ACCESS ROADS. THE ASSOCIATION SHALL HAVE NO OBLIGATION TO MAINTAIN ANY LOT OR IMPROVEMENTS ON ANY LOT.

PROTECTION OF FOREST RESOURCES

OTHER FOREST RESOURCES SHALL BE PROTECTED, SUCH AS ARCHEOLOGICAL RESOURCES, SENSITIVE PLANT AND ANIMAL SPECIES, WATER QUALITY AND FISH HABITAT.

PERMITS REQUIRED

REPRESENTATION THAT ANY PERMITS MAY BE OBTAINED FOR THE LOTS OR THAT PERMITS, RESTRICTIONS, OR PERMITS WILL BE PERMITTED, EACH OWNER SHALL COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, AND REGULATIONS AND PROCEED AT ITS OWN EXPENSE ALL LICENSES AND PERMITS REQUIRED BY SUCH LAWS, RULES, AND REGULATIONS RELATED TO THE USE OF THE LOTS.

ACCESS

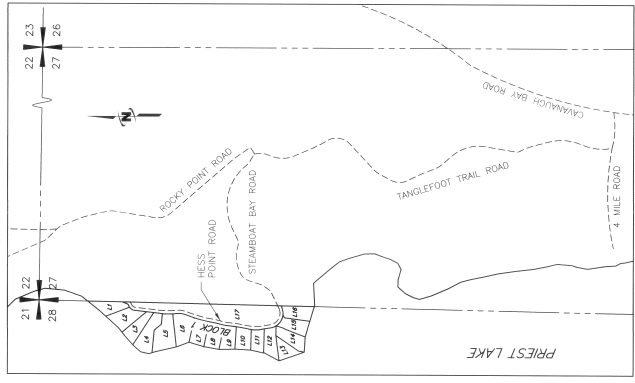
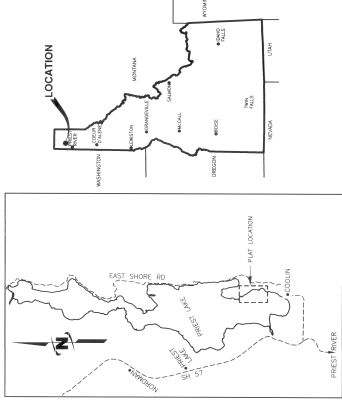
ACCESS IS CURRENTLY ALLOWED OVER ENDOWMENT TRUST LAND BY PERMISSION ONLY OVER EXISTING ACCESS ROADS AND DRIVEWAYS THAT HAVE BEEN USED HISTORICALLY TO ACCESS LEASED ENDOWMENT TRUST LANDS. UPON THE SALE OF EACH INDIVIDUAL LOT BY THE STATE AND UPON RECEIPT OF CONSIDERATION, THE STATE INTENDS TO GRANT EXPRESS EASEMENT(S) FOR ACCESS AND UTILITIES BENEFITING THE LOT BEING SOLD.

EXISTING UTILITIES

UTILITIES SUCH AS WATER, SEWER (INCLUDING DRAINFIELD LINES, EFFLUENT LINES, SEPTIC TANKS, CLEAN OUTS, ETC.), POWER, TELEPHONE AND GAS ARE INSTALLED AND EXISTING WITHIN THE LOTS SHOWN HEREON. IN SOME CASES, THESE UTILITIES TRAVERSE ACROSS SEVERAL ADJACENT LOTS DUE TO THE CONVENIENCE OF INSTALLATION AND MAINTENANCE. EACH LOT OWNER SHALL HAVE THE RIGHT TO ACCESS AND MAINTAIN THE UTILITIES THAT SERVE THEIR LOT. IT SHALL BE THE RESPONSIBILITY OF THE LOT OWNERS PERFORMING THE MAINTENANCE TO RETURN AN UNDISTURBED LAND, LANDSCAPING, FENCES, ROADWAYS, ETC. TO THEIR PRE-MAINTENANCE CONDITION IF AT THE TIME OF MAINTENANCE IT IS MONETARILY EQUITABLE AND REASONABLE TO DO SO. THE UTILITIES SHALL BE RE-ROUTED TO BE CONTAINED WITHIN THE SERVED LOT VIA THE EXISTING EASEMENT OR ALTERNATIVE EASEMENT PROVIDED BY THE LOT OWNER.

DISCLAIMER

THE LOTS ARE PLATTED IN AN AS IS CONDITION. THE STATE MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE LOTS OR CONCERNING THE SUITABILITY OF THE LOTS FOR THE USES INTENDED BY AN OWNER.



Sunny Russell
Digitally signed on:
01/09/2013

STATE SUBDIVISION—HESS POINT	
A PORTION OF SECTION 28, TOWNSHIP 60 NORTH, RANGE 4 WEST, BOISE MERIDIAN, BONNER COUNTY, IDAHO	
J-U-B ENGINEERS, Inc. 1000 Appleton Way Coeur d'Alene, Idaho 83815 Phone: 208.762.8757	
DWG NAME: 20-11-035 Hess Point Cover	
DR. DFG	CH. GJR
DATE: January 2013	PROJ. NO.: 20-11-035
SCALE: NONE	SHEET 1 OF 6



Instrument # 840163
Recorded by: STATE OF IDAHO
2-22-2013 10:52 AM
Er:Office Recorder Deputy

STATE SUBDIVISION - HESS POINT

A PORTION OF SECTION 28, TOWNSHIP 60 NORTH, RANGE 4 WEST,
BOISE MERIDIAN, BONNER COUNTY, IDAHO

CERTIFICATE OF STATE
BEING KNOWN BY THESE PRESENTS THAT THE STATE OF IDAHO, THE RECORD OWNER OF THE REAL PROPERTY SHOWN HEREON, UNDER ITS AUTHORITY SET FORTH IN IDAHO CODE HAS CAUSED THE SAME TO BE SURVEYED AND DIVIDED INTO LOTS AND BLOCKS AS PLATED HEREON, TO BE KNOWN AS **STATE SUBDIVISION - HESS POINT**, BEING A PORTION OF SECTION 28, TOWNSHIP 60 NORTH, RANGE 4 WEST, 8.M., BONNER COUNTY, IDAHO, FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT AN ALUMINUM CAP MARKING THE WENGER CORNER BETWEEN SECTIONS 27 AND 28, TOWNSHIP 60 NORTH, RANGE 4 WEST AS SHOWN ON RECORD OF SURVEY, RECORDED JUNE 24, 1987 AS INSTRUMENT NO. 338683, RECORDS OF BONNER COUNTY, IDAHO, (FROM WHICH THE NORTH 1/4 CORNER OF SAID SECTION 27 BEARS NORTH 82°14'38" EAST, 2872.46 FEET); THENCE ALONG THE EAST LINE OF SAID SECTION 28, SOUTH 0°54'25" WEST, 2009.84 FEET TO AN ALUMINUM CAP MARKING THE WENGER CORNER BETWEEN SECTIONS 27 AND 28, TOWNSHIP 60 NORTH, RANGE 4 WEST AS SHOWN ON RECORD OF SURVEY, RECORDED JUNE 24, 1987 AS INSTRUMENT NO. 338683, RECORDS OF BONNER COUNTY, IDAHO; THENCE ALONG SAID ORDINARY HIGH WATER MARK, 346 FEET OR LESS, TO THE CORNERS OF SAID WATER MARK; THENCE WESTERLY AND NORTHWESTERLY ALONG SAID ORDINARY HIGH WATER MARK, 546 FEET OR LESS, TO THE EAST LINE OF SAID SECTION 28; THENCE SOUTH 0°55'46" WEST, 151.62 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING. CONTAINING 20.03 ACRES, MORE OR LESS.

SAID LANDS ARE SUBJECT TO EASEMENTS OF RECORD AND RIGHTS-OF-WAY OF RECORD.

IDAHO STATE BOARD OF LAND COMMISSIONERS APPROVAL
IN WITNESS WHEREOF, THE STATE BOARD OF LAND COMMISSIONERS HAS CAUSED THESE PRESENTS TO BE EXECUTED BY ITS PRESIDENT, THE GOVERNOR OF THE STATE OF IDAHO, AND COUNTERSIGNED BY THE SECRETARY OF THE STATE AND THE DIRECTOR, IDAHO DEPARTMENT OF LANDS.

THE STATE BOARD OF LAND COMMISSIONERS
[Signature]
CLARENCE BUTCH OTTER
GOVERNOR OF IDAHO
PRESIDENT OF THE STATE BOARD OF LAND COMMISSIONERS

COUNTERSIGNED:

[Signature]
BEN YUSKA
SECRETARY OF STATE

[Signature]
THOMAS M. SCHULTZ, JR.
DIRECTOR, IDAHO DEPARTMENT OF LANDS

THE STATE OF IDAHO }
COUNTY OF ADA } SS.

ON THIS DAY OF 14th February 2013, BEFORE ME A NOTARY PUBLIC IN AND FOR THE STATE PERSONALLY COMPARSED CLARENCE BUTCH OTTER, KNOWN TO ME TO BE THE GOVERNOR OF THE STATE OF IDAHO AND PRESIDENT OF THE STATE BOARD OF LAND COMMISSIONERS; BEN YUSKA, KNOWN TO ME TO BE THE SECRETARY FOR THE STATE OF IDAHO; AND THOMAS M. SCHULTZ, JR., KNOWN TO ME TO BE THE DIRECTOR OF THE IDAHO DEPARTMENT OF LANDS. ALL THREE OF THEM WERE PERSONALLY KNOWN TO ME AND ACKNOWLEDGED TO ME THAT SUCH THE STATE OF IDAHO AND THE STATE BOARD OF LAND COMMISSIONERS EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL ON THE DAY AND YEAR WRITTEN ABOVE.



[Signature]
NOTARY PUBLIC FOR IDAHO
RESIDING AT Boise, IDAHO
MY COMMISSION EXPIRES: 12/24/18

BONNER COUNTY RECORDER

I HEREBY CERTIFY THAT THIS PLAT OF STATE SUBDIVISION-HESS POINT WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF BONNER COUNTY, IDAHO AT THE REQUEST OF STATE OF IDAHO THIS 14th DAY OF February 2013, AT 9:52 O'CLOCK A.M., AND DULY RECORDED IN BOOK 10 OF PLATS, AT PAGES 166 AS INSTRUMENT NUMBER 840163

Instrument # 840163
OFFICE OF THE RECORDER OF BONNER COUNTY
222-2813
400 SOUTH 3RD STREET, SUITE 200
BOISE, IDAHO 83724
NAME SCOTT L. STANTON, IDAHO
REC'D BY: [Signature]
I, Office Recorder Deputy

SURVEYOR'S CERTIFICATE

I, GERRY J. RUSSELL, PROFESSIONAL LAND SURVEYOR NO. 13419 IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THIS PLAT IS CORRECTLY DRAWN AND THAT SAID PLAT IS STAMPED ON THE GROUND AS INDICATED HEREON.



[Signature]
Professionally signed on:
01/09/2013

STATE SUBDIVISION - HESS POINT	
A PORTION OF SECTION 28, TOWNSHIP 60 NORTH, RANGE 4 WEST, BOISE MERIDIAN, BONNER COUNTY, IDAHO	
(JUB)	
J-U-B ENGINEERS, Inc. 222 S. GARDEN BOISE, IDAHO 83725 Phone: 208.762.8797	
DWG NAME: 2011-035_Hess Point.Govr	
J-U-B ENGINEERS, INC.	CH. GJR
DR. DFG	SHEET 2 OF 6
DATE: January 2013	PROJ. NO.: 2011-035

Instrument # 840163
BONNER COUNTY, IDAHO
Recorded for: STATE OF IDAHO, PG 168 HES
By: Office Recorder Deputy
DATE: 01/09/2013

STATE SUBDIVISION - HESS POINT

A PORTION OF SECTION 28, TOWNSHIP 60 NORTH, RANGE 4 WEST,
BOISE MERIDIAN, BONNER COUNTY, IDAHO

CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	21.29'	50.00'	24°23'42"	S52°56'10"W	21.13'
C2	46.06'	45.00'	58°38'38"	S35°48'42"W	44.07'
C3	15.50'	20.00'	44°25'05"	S42°55'29"W	15.12'
C4	13.36'	75.00'	10°12'15"	S60°01'54"W	13.34'
C5	63.41'	75.00'	48°26'23"	S30°42'35"W	61.54'
C6	21.92'	730.00'	1°43'13"	S05°37'47"W	21.92'

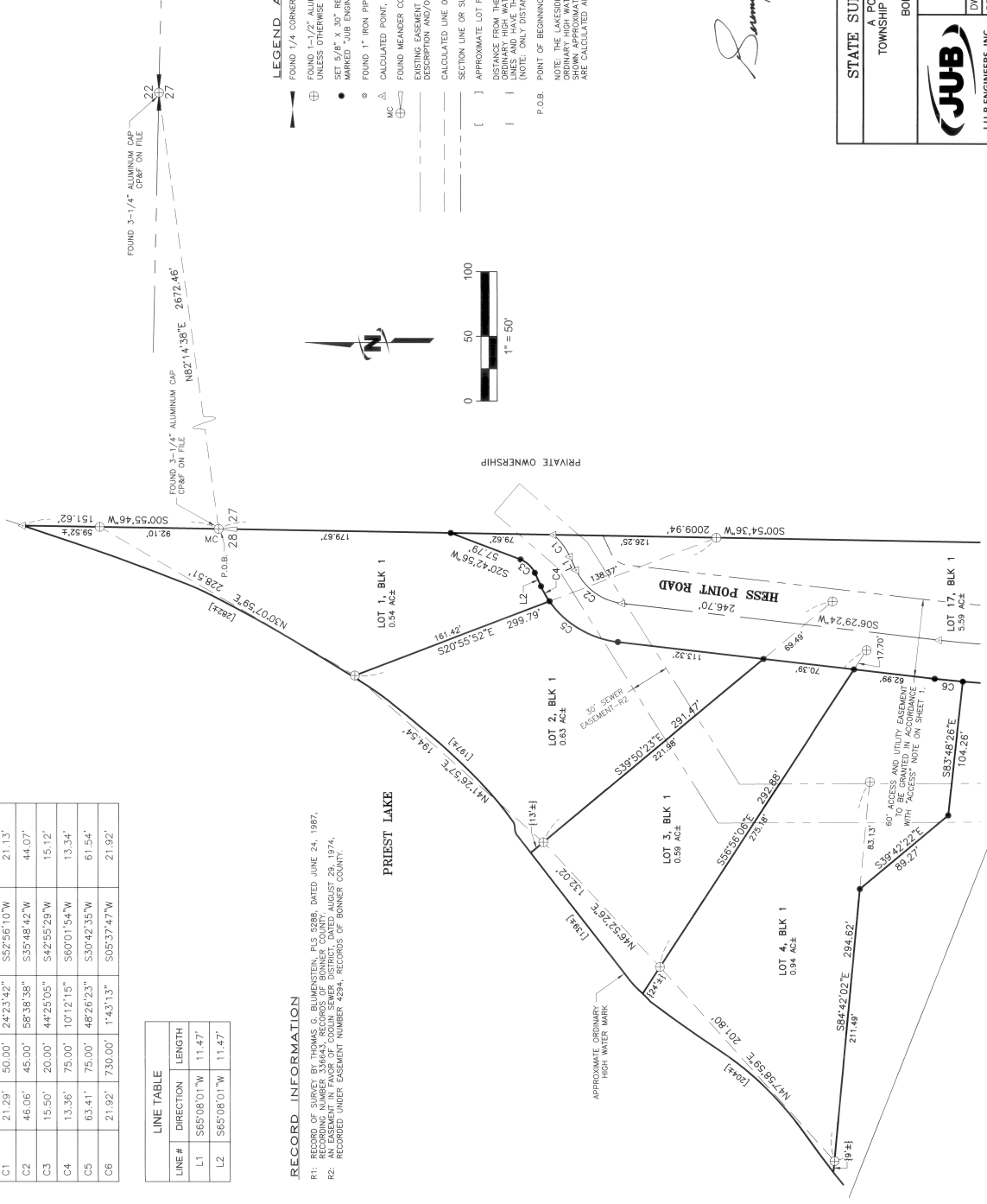
LINE #	DIRECTION	LENGTH
L1	S65°08'01"W	11.47'
L2	S65°08'01"W	11.47'

RECORD INFORMATION

R1: RECORD OF SURVEY BY THOMAS O. BLUMENSTEIN, PLS 5288, DATED JUNE 24, 1987.
R2: AN EASEMENT IN FAVOR OF COOLIN SEWER DISTRICT, DATED AUGUST 29, 1974,
RECORDED UNDER EASEMENT NUMBER 4394, RECORDS OF BONNER COUNTY.

LEGEND AND NOTES

- FOUND 1/4 CORNER-AS NOTED
 - FOUND 1 1/2" ALUMINUM CAP IN CONCRETE- UNLESS OTHERWISE NOTED
 - SET 5/8" X 3/8" BRASS WITH YELLOW PLASTIC CAP, MARKED "JUB ENGINEERS, INC. PLS 13419"
 - FOUND 1" IRON PIPE-AS NOTED
 - CALCULATED POINT, NOTHING FOUND OR SET
 - FOUND MEANDER CORNER-AS NOTED
 - EXISTING EASEMENT LOCATIONS ARE SHOWN PER EASEMENT LEGAL DESCRIPTION AND/OR THEIR PHYSICAL APPEARANCES.
 - CALCULATED LINE OR MATHEMATICAL TIE LINE
 - SECTION LINE OR SUBDIVISIONAL LINE
 - APPROXIMATE LOT FRONTAGE ALONG ORDINARY HIGH WATER MARK DISTANCE FROM THE MATHEMATICAL TIE LINE TO THE APPROXIMATE ORDINARY HIGH WATER MARK. THESE ARE AN EXTENSION OF THE LOT FRONTAGE DIMENSIONS AND DO NOT REPRESENT THE ACTUAL FRONTAGE (NOTE: ONLY DISTANCES EXCEEDING 5 FEET ARE DIMENSIONED)
 - P.O.B. POINT OF BEGINNING
- NOTE: THE LAKE/SE BOUNDARY OF THE WATERFRONT LOTS IS THE ORDINARY HIGH WATER MARK (OHWM) OF PRIEST LAKE, WHICH IS SHOWN APPROXIMATELY HEREON. THE LOT ACRES AND FRONTS ARE CALCULATED AND SHOWN TO THE APPROXIMATE OHWM.



Sammy Reed
Digitally signed on:
01/09/2013

STATE SUBDIVISION - HESS POINT
A PORTION OF SECTION 28,
TOWNSHIP 60 NORTH, RANGE 4 WEST,
BOISE MERIDIAN,
BONNER COUNTY, IDAHO

J-U-B ENGINEERS, Inc.
7824 Massachusetts Way
Coeur d'Alene, Idaho 83815
Phone: 208.762.8787

J-U-B ENGINEERS, INC.
DWG NAME: 2011-035 - Hess Point
DR. DFG. CH. GJR / DRB | SHEET 3 OF 6
DATE: January 2013 | PROJ. NO.: 2011-035

SCALE: 1"=50'

SEE SHEET 4

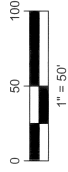
STATE SUBDIVISION-HESS POINT

A PORTION OF SECTION 28, TOWNSHIP 60 NORTH, RANGE 4 WEST, BOISE MERIDIAN, BONNER COUNTY, IDAHO

PLAT BOOK 10 PAGE 1064
INST. NO. 840163

Instrument # 840163
BONNER COUNTY LANDPOINT, IDAHO
232-2813 No. of Pages: 6
1000-0000 Fee: \$100.00
MARIE SCOTT, Surveyor
L. Colquhoun, Recorder Deputy

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C6	21.92'	730.00'	1°43'13"	S05°37'47"W	21.92'
C7	163.34'	700.00'	13°22'12"	S00°11'42"E	162.97'
C8	78.90'	170.00'	26°35'29"	N06°24'57"E	78.19'
C9	221.66'	1200.00'	10°35'00"	S14°25'11"W	221.34'
C10	73.86'	500.00'	8°27'50"	N13°21'36"E	73.79'
C11	62.40'	300.00'	11°55'05"	S11°37'58"W	62.29'
C12	100.30'	730.00'	7°52'21"	S00°50'01"W	100.22'
C13	48.13'	730.00'	3°46'38"	S04°59'29"E	48.12'
C14	64.97'	140.00'	26°35'29"	N06°24'57"E	64.39'
C15	35.26'	1230.00'	1°38'34"	S18°53'24"W	35.26'
C16	146.80'	1230.00'	6°49'44"	S14°39'15"W	146.51'
C17	45.33'	1230.00'	2°06'42"	S10°11'02"W	45.33'
C18	69.43'	470.00'	8°27'50"	N13°21'36"E	69.37'
C19	35.17'	330.00'	6°06'20"	S14°32'21"W	35.15'
C20	33.48'	330.00'	5°48'45"	S08°34'48"W	33.46'



RECORD INFORMATION

R1: RECORD OF SURVEY BY THOMAS G. BULMANTER, PLS 2268,
DATED JUNE 24, 1987, RECORDING NUMBER 33643.
R2: RECORDS OF BONNER COUNTY, CLAYTON SENTER, DISTRICT
CLERK, DATED AUGUST 28, 1974, RECORDED UNDER EASEMENT NUMBER 4294,
RECORDS OF BONNER COUNTY.

LEGEND AND NOTES

- ⊕ FOUND 1/4 CORNER-AS NOTED
 - ⊕ FOUND 1-1/2" ALUMINUM CAP IN CONCRETE-UNLESS OTHERWISE NOTED
 - SET 5/8" x 30" BEARS WITH YELLOW PLASTIC CAP, MARKED "JUB ENGINEERS, INC. PLS 13419"
 - FOUND 1" IRON PIPE-AS NOTED
 - △ CALCULATED POINT, NOTHING FOUND OR SET
 - MC FOUND MEANDER CORNER-AS NOTED
 - EXISTING EASEMENT LOCATIONS ARE SHOWN PER EASEMENT LEGAL DESCRIPTION AND/OR THEIR PHYSICAL APPEARANCES.
 - CALCULATED LINE OR MATHEMATICAL TIE LINE
 - - - SECTION LINE OR SUBDIVISIONAL LINE
 - [] APPROXIMATE LOT FRONTAGE ALONG ORDINARY HIGH WATER MARK
 - { } DISTANCE FROM THE MATHEMATICAL TIE LINE TO THE APPROXIMATE ORDINARY HIGH WATER MARK (WHEN THE EXTENSION OF THE ORIGINAL AND/OR MATHEMATICAL TIE LINE IS REQUIRED TO BE SHOWN) (NOTE: ONLY DISTANCES EXCEEDING 5 FEET ARE DIMENSIONED)
 - P.O.B. POINT OF BEGINNING
- NOTE: THE LARGEST BOUNDARY OF THE WATERBAPT LOT IS THE ORDINARY HIGH WATER MARK (OHWM) OF PRIEST LAKE, WHICH IS SHOWN APPROXIMATELY HEREON. THE LOT ACRES AND FRONTAGES ARE CALCULATED AND SHOWN TO THE APPROXIMATE OHWM.



Sammy Ruedell
Digitally signed on:
01/09/2013

STATE SUBDIVISION-HESS POINT
A PORTION OF SECTION 28,
TOWNSHIP 60 NORTH, RANGE 4 WEST,
BOISE MERIDIAN,
BONNER COUNTY, IDAHO



J-U-B ENGINEERS, Inc.
700 West
Coeur d'Alene, Idaho 83815
Phone: 208.762.8787
DWG NAME: 20-11-035-Hess Point
DR: DFG CH: GJR/DRB SHEET 4 OF 6
DATE: January 2013 PROJ. NO.: 20-11-035



PRIVATE OWNERSHIP

STATE SUBDIVISION—HESS POINT

A PORTION OF SECTION 28, TOWNSHIP 60 NORTH, RANGE 4 WEST,
BOISE MERIDIAN, BONNER COUNTY, IDAHO

PLAT BOOK 10 PAGE 106
INST. NO. 840163

LEGEND AND NOTES

- FOUND 1/4 CORNER—AS NOTED
 - ⊕ FOUND 1-1/2" ALUMINUM CAP IN CONCRETE—UNLESS OTHERWISE NOTED
 - SET 5/8" X 30" REBAR WITH YELLOW PLASTIC CAP, MARKED "JUB ENGINEERS, INC. PLS 13419"
 - ⊙ FOUND 1" IRON PIPE—AS NOTED
 - MC Δ CALCULATED POINT, NOTHING FOUND OR SET
 - ⊕ FOUND MEASUR CORNER—AS NOTED
 - EXISTING EASEMENT LOCATIONS ARE SHOWN PER EASEMENT LEGAL DESCRIPTION AND/OR THEIR PHYSICAL APPEARANCES.
 - CALCULATED LINE OR MATHEMATICAL TIE LINE
 - - - SECTION LINE OR SUBDIVISIONAL LINE
 - [] APPROXIMATE LOT FRONTAGE ALONG ORDINARY HIGH WATER MARK DISTANCE FROM THE MATHEMATICAL TIE LINE TO THE APPROXIMATE LOT FRONTAGE ALONG ORDINARY HIGH WATER MARK (NOTE: ONLY DISTANCES EXCEEDING 5 FEET ARE DIMENSIONED)
 - { } POINT OF BEGINNING
- P.O.B. NOTE: THE LAKE-SIDE BOUNDARY OF THE WATERFRONT LOTS IS THE ORDINARY HIGH WATER MARK (OHWM) OF PRIEST LAKE, WHICH IS SHOWN BY THE DASHED LINE. DISTANCES FROM THE OHWM ARE CALCULATED AND SHOWN TO THE APPROXIMATE OHWM.



CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C11	62.40'	300.00'	11°55'05"	S11°37'58"W	62.29'
C19	35.17'	330.00'	6°06'20"	S14°32'21"W	35.15'
C20	33.48'	330.00'	5°48'45"	S08°34'48"W	33.46'
C21	217.05'	2000.00'	6°13'05"	N08°46'58"E	216.94'
C22	112.46'	300.00'	21°28'39"	S01°09'11"W	111.80'
C23	210.85'	113.50'	106°26'13"	S62°48'16"E	181.81'
C24	103.84'	1970.00'	3°01'12"	N07°11'02"E	103.83'
C25	109.95'	1970.00'	3°11'53"	N10°17'34"E	109.94'
C26	22.07'	330.00'	3°49'56"	S09°58'32"W	22.07'
C27	101.63'	330.00'	17°38'44"	S00°45'47"E	101.23'
C28	55.53'	143.50'	22°10'14"	S20°40'16"E	55.18'
C29	128.13'	143.50'	51°09'25"	S87°20'06"E	123.91'
C30	82.92'	143.50'	33°06'34"	N80°31'55"E	81.77'

RECORD INFORMATION
 R1: RECORD OF SURVEY BY THOMAS G. BLUMENSTEIN, PLS 5286, BONNER COUNTY, IDAHO, DATED AUGUST 28, 1974, RECORDED UNDER EASEMENT NUMBER 4294, RECORDS OF BONNER COUNTY.
 R2: RECORD OF SURVEY BY THOMAS G. BLUMENSTEIN, PLS 5286, BONNER COUNTY, IDAHO, DATED AUGUST 28, 1974, RECORDED UNDER EASEMENT NUMBER 4294, RECORDS OF BONNER COUNTY.



Digitally signed on:
01/09/2013

STATE SUBDIVISION—HESS POINT

A PORTION OF SECTION 28
TOWNSHIP 60 NORTH, RANGE 4 WEST,
BOISE MERIDIAN,
BONNER COUNTY, IDAHO

JUB ENGINEERS, Inc.
 755 S. Capitol Blvd., Suite 200
 Coeur d'Alene, Idaho 83815
 Phone: 208.762.8787

JUB ENGINEERS, INC.

DWG NAME: 20-11-005_Hess Point
 DR. DFG CH. GJR/DFB SHEET 5 OF 6
 DATE: January 2013 PROJ. NO.: 20-11-005

Instrument # 840163
 BONNER COUNTY, IDAHO
 Recorded for: STATE OF IDAHO, PG 106 HESS
 Date of Rec: 01/09/2013
 E-Office Recorder: Deputy
 Idaho PL 14-15

SEE SHEET 6

SEE SHEET 4

STATE SUBDIVISION - HESS POINT

A PORTION OF SECTION 28, TOWNSHIP 60 NORTH, RANGE 4 WEST,
BOISE MERIDIAN, BONNER COUNTY, IDAHO

- ### LEGEND AND NOTES
- FOUND 1/4 CORNER-AS NOTED
 - FOUND 1/4" ALUMINUM CAP IN CONCRETE-UNLESS OTHERWISE NOTED
 - SEE 50' X 100' SET BACK WITH YELLOW PLASTIC CAP. MARKED "JUB ENGINEERS, INC. PLS 13419"
 - FOUND 1" IRON PIPE-AS NOTED
 - CALCULATED POINT, NOTHING FOUND OR SET
 - FOUND MEASUREMENT CORNER-AS NOTED
 - EXISTING EASEMENT LOCATIONS ARE SHOWN PER BASEMENT LEGAL DESCRIPTION AND/OR THEIR PHYSICAL APPEARANCES.
 - CALCULATED LINE OR MATHEMATICAL TIE LINE
 - SECTION LINE OR SUBDIVISIONAL LINE
 - APPROXIMATE LOT FRONTAGE ALONG ORDINARY HIGH WATER MARK DISTANCE FROM THE MATHEMATICAL TIE LINE TO THE APPROXIMATE ORDINARY HIGH WATER MARK. THESE ARE AN EXTENSION OF THE LOT FRONTAGE DIMENSIONS AND ARE NOT TO BE CONSIDERED AS DIMENSIONS (NOTE: ONLY DISTANCES EXCEEDING 5 FEET ARE DIMENSIONED)
 - P.O.B. POINT OF BEGINNING
 - THE LEGAL BOUNDARY OF THE WATERPLOT LOTS IS THE ORDINARY HIGH WATER MARK (OHWM) OF PRIEST LAKE, WHICH IS SHOWN APPROXIMATELY HEREIN. THE LOT AREAS AND FRONTAGES ARE CALCULATED AND SHOWN TO THE APPROXIMATE OHWM.

RECORD INFORMATION

R1: RECORD OF SURVEY BY THOMAS G. BLUMENSTEIN, PLS 5288, DATED JUNE 24, 1987, RECORDING NUMBER 336643.
R2: AN EASEMENT IN FAVOR OF COOLIN SEWER DISTRICT, DATED JUNE 24, 1987, RECORDED UNDER EASEMENT NUMBER 4394, RECORDS OF BONNER COUNTY.



CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C23	210.85'	113.50'	106°26'13"	S62°48'16"E	181.81'
C28	55.53'	143.50'	22°10'14"	S20°40'16"E	55.18'
C29	128.13'	143.50'	51°09'25"	S57°20'06"E	123.91'
C30	82.92'	143.50'	33°06'34"	N80°31'55"E	81.77'

Instrument # 840163
BONNER COUNTY, IDAHO
Recorded for: STATE OF IDAHO by PG 186 HESS
PG 186-207, No. of Pages: 6
E-Office Recorder: Deputy
Held to PL 15

SEE SHEET 5

1" = 50'

STATE SUBDIVISION - HESS POINT

A PORTION OF SECTION 28
TOWNSHIP 60 NORTH, RANGE 4 WEST,
BOISE MERIDIAN,
BONNER COUNTY, IDAHO

J-U-B ENGINEERS, INC.
Jesse B. Underwood, Inc.
Care of Valerie, Idaho 83815
Phone: 208.762.8787

DWC NAME: 20-1-035; Hess Point
DR. DFG CH. GJR / DRB SHEET 6 OF 6
DATE: January 2013 PROJ. NO.: 20-11-035
SCALE: 1"=50'

Sammy Russell
Digitally signed on:
01/09/2013

PROFESSIONAL LAND SURVEYOR
LICENSED
13419
STATE OF IDAHO

Instrument # 840172

BONNER COUNTY, SANDPOINT, IDAHO

2-22-2013 10:42:09 No. of Pages: 10

Recorded for : STATE OF IDAHO

MARIE SCOTT Fee: 0.00

Ex-Officio Recorder Deputy *CB*

Index to: MISC

**DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS**

STATE SUBDIVISION – HESS POINT

BONNER COUNTY, IDAHO

**DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS**

STATE SUBDIVISION – HESS POINT

BONNER COUNTY, IDAHO

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS, is made on this 12th day of February, 2013, by the **STATE OF IDAHO, Board of Land Commissioners, by and through the Idaho Department of Lands,** with reference to the following facts:

A. The State Land Board is the owner of sixteen (16) residential Lots located in the Cavanaugh Bay Area of Priest Lake, Bonner County, Idaho, known as "STATE SUBDIVISION – HESS POINT." The land encumbered by this Declaration is more particularly described as follows:

All land located within the Plat of "STATE SUBDIVISION – HESS POINT," according to the Plat filed 22nd day of February, 2013, in Book "10" of Plats, Pages 166, as Instrument No. 840163, records of Bonner County, Idaho.

B. In addition to ownership of individual Lots, the Owners will hold a membership in an incorporated nonprofit Association, known or to be known as the HESS POINT Owner's Association, Inc., which Association will operate and maintain certain properties and facilities within the Plat and assume maintenance obligations under certain easements over State land.

The State Land Board hereby declares that the Property shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, sold, and improved, subject to the following declarations, limitations, covenants, conditions, restrictions, and easements, all of which are for the purpose of enhancing and protecting the value and attractiveness of the Property, and every part thereof, in accordance with the plan for the subdivision and sale of the Property as a rural, lake front residential community. All of the limitations, covenants, conditions, restrictions, and easements shall constitute covenants and encumbrances which shall run with the land and shall be perpetually binding upon Owners, their successors-in-interest and assigns, Association, and all parties having or acquiring any right, title, or interest in or to any part of the Property subject to the rights reserved by the State Land Board in the Addendum.

**ARTICLE 1.
DEFINITIONS**

Unless otherwise expressly provided, the following words and phrases, when used in this Declaration and in the Project Documents, shall have the following meanings:

1.1 "Addendum" shall mean the "Addendum to Declaration of Covenants, Conditions, and Restrictions" of equal date herewith or as may be amended from time to

time, that provides additional definitions and covenants related to Cottage Site Leases between the State of Idaho, Board of Land Commissioners and its Lessees.

1.2 "Articles" shall mean the Articles of Incorporation of the Association, as amended from time to time.

1.3 "Assessment" shall mean that portion of the cost of maintaining, improving, repairing, operating, insuring, and managing the Common Area (if any) and meeting other obligations of the Association, which is to be paid by the Owners as determined by the Association under the Bylaws. Assessments may be designated as Regular Assessments or Extraordinary Assessments, as those terms are more specifically defined in the Bylaws.

1.4 "Association" shall mean the HESS POINT Owner's Association, Inc., an Idaho nonprofit corporation, formed by the State in conjunction with the recordation of this Declaration, the Members of which shall be Owners of Lots within the Property as provided herein, and any successor-in-interest thereto.

1.5 "Board" or "Board of Directors" shall mean the Board of Directors of the Association, as it shall be constituted from time to time.

1.6 "Bylaws" shall mean the Bylaws of the Association as restated or amended from time to time.

1.7 "Common Area" shall include property identified on the Plat as Common Area (if any), which may include roads, easements and rights-of-way. Common Area shall also include additional property or property rights obtained by the Association in the future. If no land on the Plat is labeled "Common Area", none exists as of the date of recording of the Plat.

1.8 "Common Expenses" shall mean the actual and estimated expenses of maintenance, improvement, repair, operation, insurance, and management of the Common Area (if any), meeting obligations of the Association and of administration of the Association, and any reasonable reserve for such purposes as determined by the Board, and all sums designated Common Expenses by or pursuant to the Project Documents.

1.9 "County" shall mean Bonner County, Idaho.

1.10 "County Code" shall mean the Bonner County Revised Code as amended, superseded or repealed.

1.11 "Declaration" shall mean this Declaration of Covenants, Conditions, and Restrictions, as it may be amended from time to time.

1.12 "Lot" shall mean a platted parcel of land which is part of the Plat.

1.13 "Member" shall mean a member of the Association. Every Owner of a Lot shall be a Member of the Association, except where said Lot Owner is the State Land Board.

1.14 "Mortgage" includes a recorded mortgage, deed of trust, real estate contract, or other instrument creating a voluntary security interest in any Lot.

1.15 "Mortgagee" includes a mortgagee, beneficiary or holder of a deed of trust, real estate contract vendor, or other holder of a voluntary security interest in any Lot.

1.16 "Owner" or "Owners" shall mean the record holder or holders of title to a Lot within the Property, except that the State Land Board shall not be considered an Owner for purposes of this Declaration. The term "Owner" or "Owners" shall include any person having a fee simple title to any Lot, but shall exclude Mortgagees and any other persons or entities having any interest merely as security for the performance of any obligation. Further, if a Lot is sold under a recorded contract of sale to a purchaser, the purchaser, rather than the fee owner, shall be considered the "Owner."

1.17 "Person" shall mean any natural person, corporation, partnership, association, trustee, or other legal entity, but shall not include the State Land Board.

1.18 "Plat" shall refer to the recorded plat for "STATE SUBDIVISION – HESS POINT" and any amendments thereto. The Plat identifies each Lot and shows its relative location and dimensions.

1.19 "Project Documents" shall mean the Plat, this Declaration, the Addendum, and the Articles, Bylaws, and any properly adopted rules and regulations of the Association, as each shall be amended from time to time.

1.20 "Property" or "Project" shall mean the land described in Recital A of this Declaration, together with all buildings, improvements and structures thereon owned by the Owner of the fee interest in the land, and every easement or right appurtenant thereto.

1.21 "State Land Board" shall mean the State of Idaho, Board of Land Commissioners, acting by and through the Idaho Department of Lands, collectively.

ARTICLE 2.

ASSOCIATION ADMINISTRATION MEMBERSHIP AND VOTING RIGHTS

2.1 Organization of Association. The Association shall be incorporated under the name of HESS POINT Owner's Association, Inc., as a nonprofit corporation under the Idaho Nonprofit Corporation Act.

2.2 Duties and Powers. The duties and powers of the Association are those set forth in the Articles and Bylaws, together with its general and implied powers as a nonprofit corporation, generally to do any and all things that a nonprofit corporation organized under the laws of the State of Idaho may lawfully do, including, but not limited to, the performance of, and compliance with, all duties, responsibilities, terms and conditions set forth herein.

2.3 Membership. The Owner of a Lot shall automatically, upon becoming the Owner of a Lot, be a Member of the Association, and shall remain a Member thereof until such time as its ownership ceases for any reason, at which time its membership in the Association shall automatically cease. Membership shall be in accordance with the Articles and the Bylaws of the Association.

**ARTICLE 3:
CONSTRUCTION STANDARDS AND USE RESTRICTIONS**

In addition to all of the covenants contained herein, the use of the Property and each Lot therein is subject to the following:

3.1 Single-Family Residential Use. No Lot shall be occupied and used except for single-family residential purposes by the Owner and its family, or by a single-family tenant, which fits within with the rustic character of the Idaho Panhandle National Forests. No more than one (1) Single-Family Dwelling shall be allowed on any Lot.

3.2 Mobile Homes. Mobile homes shall not be placed on the Property.

3.3 Manufactured or Modular Homes. Manufactured or modular homes that comply with all applicable building codes, have a minimum 4:12 roof pitch, meet applicable Bonner County snow load requirements for this area, and are installed on a permanent foundation shall be allowed.

3.5 Permits; Construction Standards. Each Owner shall comply with all applicable federal, state, and local laws, rules, and regulations and procure at its own expense all licenses and permits required by such laws, rules, and regulations related to the use of the Lots. Construction standards and setbacks shall be in accordance with County Code. Notwithstanding the foregoing, any nonconforming structures, uses of land and structures or characteristics of use that were approved by the State Land Board are permitted to continue; provided, however, nonconformities shall not be enlarged upon, expanded or extended. Construction standards and setbacks shall be in accordance with County Code.

- a. Setback Requirements. Structures shall be setback from the ordinary high water mark a minimum of forty feet (40'). The side setback shall be fifteen feet (15') from the side lot lines. The front setback shall be twenty-five feet (25') from the front lot line. Setbacks to be measured from outer edge of building eaves and decks.
- b. Building Height. The maximum height of any structure shall be thirty-five feet (35') above ground level on the waterfront or front side.

3.6 Environmental Protection. Lot development and uses shall conform to the County Land, Title 12, Chapter 7 Environmental Standards, as may be amended from time to time, unless otherwise noted herein.

3.7 Fire Hazards. Lots shall be maintained to reduce fire hazards by the elimination of fine fuels and dead material on the Lot to provide a natural but managed appearance.

3.8 Protection of Forest Resources. Other forest resources shall be protected, such as archeological resources, sensitive plant and animal species, water quality and fish habitat.

3.9 Fences. Fences on Lots to establish lot perimeter or to exclude accessibility onto or across the site are not be permitted.

3.10 Colors, Roofing and Siding. All structures shall be painted with earth tone colors. Examples of earth tone colors include natural weathered wood, varnished, painted, or stained siding using dark green, brown, gray or red tones that will blend into the natural surroundings. Natural stone-faced structures, which conform to County Code, are acceptable. Roofs may be metal. Roofs and siding must be non-reflective and painted with earth tone colors. Siding on all new and replacement structures must be metal, cementitious, wood, or masonry.

ARTICLE 4.

ASSOCIATION MAINTENANCE FUNDS AND ASSESSMENTS

4.1 Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association Assessments as set forth in the Bylaws. All Assessments, together with interest, costs, penalties, and actual attorneys' fees, shall be a charge and a continuing lien upon the Lot against which each Assessment is made, the lien to become effective upon recordation of a Notice of Assessment Lien by the Board as required by law (and limited in duration as provided by law). Each such Assessment, together with interest, costs, penalties, and actual attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the Assessment fell due. No Owner of a Lot may exempt himself or herself from liability for his or her contribution toward the Common Expenses by waiver of the use or enjoyment of any of the Common Area (if any) or any other part of the Project, or by the abandonment of his or her Lot.

4.2 Transfer of Lot by Sale or Foreclosure. The sale or transfer of any Lot shall not affect any Assessment lien, or relieve the Lot from any liability therefore, whether the lien pertains to payments becoming due prior or subsequent to such sale or transfer. Notwithstanding the foregoing, the sale or transfer of any Lot pursuant to foreclosure or by deed in lieu of foreclosure of a recorded bona fide first mortgage given in good faith and for value shall extinguish the lien of all such Assessments as to payments which became due prior to such sale or transfer. Sale or transfer pursuant to mortgage foreclosure or by deed in lieu of foreclosure shall not, however, affect the personal liability of the Owner for unpaid Assessments. Furthermore, any Assessments for which the liens are extinguished pursuant to this Paragraph shall be deemed to be Common Expenses collectible from all of the Lots, including the Lot for which the lien was extinguished.

In a voluntary conveyance of a Lot, the grantee of the same shall be jointly and severally liable with the grantor for all unpaid Assessments by the Association against the latter for its share of the Common Expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefore. However, any such grantee shall be entitled to a statement from the Board, setting forth the amount of the unpaid Assessments due the Association, and such grantee shall not be liable for, nor shall the Lot conveyed be

subject to a lien for, any unpaid Assessments made by the Association against the grantor in excess of the amount set forth in the statement; provided however, the grantee shall be liable for any such Assessment becoming due after the date of any such statement.

ARTICLE 5. RIGHTS OF MORTGAGEES

In order to induce various lenders and lending agencies to participate in the financing of any sale of Lots within the Property, this Article 5 is included in this Declaration. To the extent these added provisions pertaining to the rights of such lenders and lending agencies conflict with any other provisions of this Declaration or any other of the Project Documents EXCEPT THE ADDENDUM, these added restrictions shall control.

5.1 No Impairment. The following rights of a Mortgagee shall not be impaired:

- (a) To foreclose or take title to a Lot pursuant to the remedies provided in the Mortgage;
- (b) To accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor; or
- (c) To sell or lease a Lot so acquired by the Mortgagee without interference.

5.2 Subordination. Any lien created or claimed in the provisions of this Declaration is expressly made subject and subordinate to the rights of any first Mortgage which encumbers all or any interest in a Lot, made in good faith and for value; and no such lien shall in any way defeat, invalidate, or impair the obligation or priority of such Mortgage unless the Mortgagee expressly subordinates its interest, in writing, to such lien. If any Lot and/or interest therein is encumbered by a first Mortgage made in good faith and for value, the foreclosure of any lien created by any provision set forth in this Declaration for Assessments, or installments of Assessments, shall not operate to affect or impair the lien of the Mortgage. On foreclosure of the Mortgage, the lien for Assessments or the installments that have accrued up to the time of foreclosure shall be subordinate to the lien of the Mortgage, with the foreclosure-purchaser taking title to the Lot or interest therein free of the lien for Assessments or installments that have accrued up to the time of the foreclosure sale. On taking title to the Lot and/or interest therein, the foreclosure purchaser shall be obligated to pay only Assessments or other charges levied or assessed by the Association that become due or payable on or after the foreclosure purchaser acquired title to the Lot and/or interest therein. The subsequently levied assessment or other charges may include previously unpaid Assessments, provided all Lot Owners, including the foreclosure-purchaser and its successors and assigns, are required to pay their proportionate share of such assessment as provided herein. As used herein, the term "foreclosure" shall include both judicial and nonjudicial (i.e., trustee's sales), and a deed (or assignment) in lieu of foreclosure.

5.3 Amendment of Declaration. No amendment to this Declaration shall affect the rights of the holder of any first Mortgage recorded prior to recordation of such amendment who does not join in the execution thereof.

5.4 Mortgagee Protection Clause. No breach of any covenants, conditions and restrictions in this Declaration, nor the enforcement of any of the lien provisions herein, shall defeat or render invalid the rights under any Mortgage on any Lot made in good faith and for value, but all of the covenants, conditions and restrictions shall be binding upon and effective against any Lot Owner whose title is derived through foreclosure or otherwise.

ARTICLE 6.

DURATION AND AMENDMENT

6.1 Duration. This Declaration shall continue in full force for a term of fifty (50) years from the date hereof, after which time the same shall be automatically extended for successive periods of ten (10) years, unless a Declaration of Termination is recorded, meeting the requirements of an amendment to this Declaration as set forth in Paragraph 6.2.

6.2 Amendment. Notice of the subject matter of a proposed amendment to this Declaration in reasonably detailed form shall be included in the Notice of any meeting of the Association at which the proposed amendment is to be considered. A resolution adopting a proposed amendment may be proposed by an Owner at a meeting of the Members of the Association. The resolution shall be adopted by the vote, in person or by proxy, or written consent of Owners representing at least sixty-seven percent (67%) of the total allocated votes in the Association.

Notwithstanding the foregoing, the following special voting provisions shall apply: the Director of the Department of Lands must provide its written consent to any amendment so long as the State owns a Lot. If such written consent is not provided, the amendment shall fail.

A certificate, signed and sworn to by two (2) officers of the Association, that the record Owners of the required number of Lots have either voted for or consented in writing to any amendment adopted as provided above, when recorded, shall be conclusive evidence of that fact. The written consent of the Director of the Department of Lands must separately be recorded as evidence of its consent to any Amendment. The Association shall maintain in its files the record of all such votes or written consents for a period of at least five (5) years.

ARTICLE 7.

GENERAL PROVISIONS

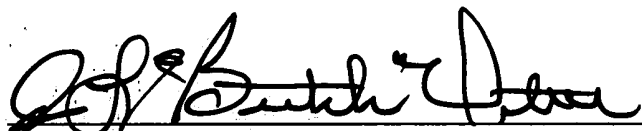
7.1 Invalidity of Any Provision. Should any provision of this Declaration be declared invalid or in conflict with any law of the jurisdiction where the Project is situated, the validity of all other provisions shall remain unaffected and in full force and effect.

7.2 Conflict of Project Documents. If there is any conflict among or between the Project Documents, priority shall be given to Project Documents in the following order: the Plat, the Addendum, this Declaration, the Articles, the Bylaws, and the rules and regulations of the Association.

7.3 Addendum. The State Land Board will record an Addendum to this Declaration that provides specific rights to Lessees of Lots under the Cottage Site Lease Program of the State Land Board by and through the Idaho Department of Lands. The Addendum shall terminate and have no further effect after the State no longer owns any Lot.

IN WITNESS WHEREOF, the State Board of Land Commissioners has caused these presents to be executed by its President, the Governor of the State of Idaho, and countersigned by the Secretary of State and the Director, Idaho Department of Lands.

STATE BOARD OF LAND COMMISSIONERS



Governor of the State of Idaho and President
of the State Board of Land Commissioners

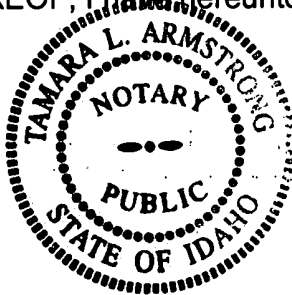
Countersigned:


Secretary of State
Director, Idaho Department of Lands

THE STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this 12th day of February, 2013, before me, a Notary Public in and for said The State, personally appeared **C.L. "BUTCH" OTTER**, known to me to be the Governor of the State of Idaho and President of the State Board of Land Commissioners; **BEN YSURSA**, known to me to be the Secretary of State for the State of Idaho; and **THOMAS M. SCHULTZ, JR.**, known to me to be the Director of Department of Lands of the State of Idaho, that executed the same instrument and acknowledged to me that such The State of Idaho and The State Board of Land Commissioners executed same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year written above.



Tamara Armstrong
NOTARY PUBLIC for Idaho
Residing at Boise,
Idaho
My Commission expires: 12/26/18

ADDENDUM TO
DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
STATE SUBDIVISION – HESS POINT
BONNER COUNTY, IDAHO

THIS ADDENDUM TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS ("Addendum"), is made on this 12th day of February, 2013, by the STATE OF IDAHO, Department of Lands, with reference to the following facts:

A. The State recorded a Declaration of Covenants, Conditions and Restrictions encumbering the State Subdivision – HESS POINT on 22nd day of February, 2013 as Instrument No. 840172, records of Bonner County, Idaho.

B. The State desires to temporarily supersede and add to the provisions of the Declaration with this Addendum.

C. The State hereby declares that the Property, as defined below, shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, sold, and improved, subject to the following declarations, limitations, covenants, conditions, restrictions, and easements, all of which are for the purpose of enhancing and protecting the value and attractiveness of the Property, and every part thereof, in accordance with the plan for the subdivision and sale of the Property as a rural, lake front residential community. All of the limitations, covenants, conditions, restrictions, and easements shall constitute covenants and encumbrances which shall run with the land and shall be perpetually binding upon the Owners, Lessees, as defined below, their successors-in-interest and assigns, and all parties having or acquiring any right, title, or interest in or to any part of the Property.

ARTICLE 1.
INCORPORATION BY REFERENCE

1.1 "Definitions." The terms defined in Article 1 of the Declaration are incorporated herein by reference. A capitalized term in this Addendum shall have the same meaning as provided in the Declaration unless defined differently herein.

1.2 Owners Include Lessees. Lessees shall be bound by all terms of the Declaration to the same extent as Owners, whether or not it shall be so expressed in the lease. Unless expressly modified herein, the term Owner in the Declaration shall include Lessee.

ARTICLE 2.
ADDITIONAL AND SUPERSEDING DEFINITIONS

The following terms as used herein and in the Declaration are defined as follows until terminated under Section 4.1 below:

2.1 "Cottage Site" shall mean a particularly described Lot owned by the State in fee simple that is available for lease or is currently leased for the purpose of constructing and maintaining a residence.

2.2 "Improvements" shall mean buildings or other relatively permanent structures, additions, or development located on, or attached to, the Cottage Site including, but not limited to, buildings, garages, fences, sheds, homes, driveways and decks.

2.3 "Lease" shall mean the any lease in effect during the term of this Addendum for a Cottage Site between the State and the Lessee of a Lot.

2.4 "Lessee" shall mean a lessee of a Cottage Site.

2.5 "Mortgage", while the State Land Board owns and leases the Cottage Site, includes a recorded mortgage, deed of trust, real estate contract, or other instrument creating a voluntary security interest in Lessee's leasehold interest in the Cottage Site and in the Lessee's title to the Improvements constructed or to be constructed on the Cottage Site, for which the State Land Board has given its prior written consent. No Mortgage shall be valid or enforceable without the State Land Board's prior written consent.

2.6 "Mortgagee", while the State Land Board owns and leases the Cottage Site, includes a mortgagee, beneficiary or holder of a deed of trust, real estate contract vendor, or other holder of a voluntary security interest in Lessee's title to the Cottage Site and to the Improvements constructed on the Cottage Site.

2.7 "Property" or "Project" shall mean the land described in Recital A of the Declaration, and every easement or right appurtenant thereto. While the State Land Board owns the Cottage Site, Improvements and all personal property thereon shall not be included in the definition of Property or Project because each are owned by the Lessee.

ARTICLE 3.
THE STATE'S RIGHTS AND RESERVATIONS

3.1 The State is undertaking the establishment of a subdivision on the Property. In order that the sale of all Cottage Sites may be completed, nothing in the Declaration shall be understood or construed to:

(a) Prevent the State, or its respective contractors or subcontractors, from doing on the Property or within any Cottage Site, whatever is reasonably necessary or advisable in connection with the disposition of the Cottage Sites.

(b) Prevent the State from:

(1) amending the Plat to designate a particular Cottage Site as Common Area and obligating the Association to maintain that Common Area without any approval of the Owners, Lessees or Mortgagees;

(2) making such special provisions relating to the operation and use of any Cottage Site as the State may deem appropriate, including the imposition of special conditions on any Cottage Sites and/or exempting any Cottage Site from any or all provisions of the Declaration without any approval of the Owners, Lessees or Mortgagees;

(3) amending the Declaration in any manner, including amendments of a material nature as set forth in Article 5 of the Declaration, without any approval of the Owners, Lessees or Mortgagees; or

(4) de-annexing any Cottage Site from the Project and Plat without any approval of the Owners, Lessees or Mortgagees.

3.2 Prevent the State from erecting, constructing and maintaining on any part or parts of the Property, such structures as may be reasonable and necessary for the conduct of establishing said Property as a subdivision, and disposing of the Cottage Sites by sale, lease or otherwise.

3.3 Prevent the State from maintaining such sign or signs on any portion of the Property as may be necessary for the sale, lease or disposition thereof.

3.4 All un-leased Cottage Sites owned by the State shall be exempt from all covenants, conditions and restrictions set forth in the Declaration, including, but not limited to, the restrictions set forth in Article 3 and Assessments as set forth in Article 4 of the Declaration.

3.5 At all times that the State owns the any Cottage Site, the State shall be exempt and shall not be required to comply with any provision of County Code. The exemption is based in part upon Idaho Code § 58-307, *Fenwick v. Idaho Dept. of Lands*, 144 Idaho 318, 160 P.3d 757 (2007), and *State ex rel. Kempthorne v. Blaine County*, 139 Idaho 348, 79 P.3d 717 (2003).

ARTICLE 4. **TERMINATION OF ADDENDUM**

4.1 The covenants, conditions, restrictions, additions and modifications of the Declaration as set forth in this Addendum shall terminate when the State no longer owns any Cottage Site.

ARTICLE 5.
MEMBERSHIP IN ASSOCIATION

5.1 State Membership. The State shall not be a Member of the Association. The State shall be exempt from all duties and obligations imposed upon a Member of the Association.

5.2 Lessee Membership. In accordance with the terms of the Lease, Lessees shall automatically, upon becoming the Lessee of a Cottage Site, be a Member of the Association, and shall remain a Member thereof until such time as its Lease terminates or is assigned with the State's written approval, at which time the Lessee's membership in the Association shall automatically cease. Membership shall be in accordance with the Articles and Bylaws of the Association.

ARTICLE 6.
ASSESSMENTS

6.1 Lessee's Personal Obligation for Assessments. For purposes of Assessments, Lessees shall have the same obligation to pay Assessments as Owners set forth in the Bylaws, provided however, any lien created shall encumber only the leasehold interest together with Lessee's interest in the Improvements (as the personal property of Lessee), and it shall not encumber the fee simple title of the State.

6.2 Transfer of Leasehold Interest by Assignment or Foreclosure. The assignment, sale or transfer of any Lease interest shall not affect any Assessment lien, or relieve the Lessee (current or former) from any liability therefore, whether the lien pertains to payments becoming due prior or subsequent to such assignment, sale or transfer. Notwithstanding the foregoing, the assignment, sale or transfer of any Lease pursuant to foreclosure or by deed in lieu of foreclosure of a recorded first Mortgage encumbering the leasehold interest given in good faith and for value shall extinguish the lien of all such Assessments as to payments which became due prior to such assignment, sale or transfer. Assignment, sale or transfer pursuant to the Mortgage foreclosure or by deed in lieu of foreclosure shall not, however, relieve the Lessee from personal liability for unpaid Assessments. Any Assessments for which the liens are extinguished pursuant to this Paragraph shall be deemed to be Common Expenses collectible from all of the Owners and Lessees, including the Cottage Site for which the lien was extinguished.

In a voluntary assignment, sale or transfer of a Lease, the grantee of the same shall be jointly and severally liable with the grantor for all unpaid Assessments by the Association against the latter for its share of the Common Expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefore. However, any such grantee shall be entitled to a statement from the Board, setting forth the amount of the unpaid Assessments due the Association, and such grantee shall not be liable for, nor shall the leasehold interest conveyed be subject to a lien for, any unpaid Assessments made by

the Association against the grantor in excess of the amount set forth in the statement; provided however, the grantee shall be liable for any such Assessment becoming due after the date of any such statement.

6.3 State Exemption from All Assessments. The State shall never be required to pay any Assessments for any Cottage Site owned by it whether such Cottage Site is leased or un-leased. Each such Assessment, together with interest, costs, penalties and actual attorneys' fees, shall be the personal obligation of any Lessee of such Cottage Site at the time when the Assessment was due. During the time a Cottage Site is un-leased, no Assessments shall be levied against that Lot.

6.4 Allocation of Assessments. Each Lot and leased Cottage Site shall bear an equal share of each aggregate Regular and Extraordinary Assessment. The Cottage Sites owned by the State, but not leased, shall bear no responsibility for Assessments.

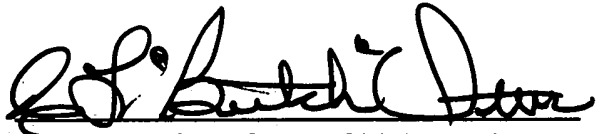
6.5 Date of Commencement of Assessment; Due Date. The Regular Assessments provided for in the Bylaws shall commence upon sale or lease of a Cottage Site. Due dates of Assessments shall be established by the Board of Directors of the Association, on written Notice to all Owners and Lessees. If a Lot is sold or leased by the State, the Owner or Lessee shall be responsible for all Assessments that are levied after the recording of the deed for the Cottage Site or the date of the Lease.

ARTICLE 7. AMENDMENT OF DECLARATION

7.1 Lessees shall be entitled to vote as an Owner on all amendments of the Declaration as set forth in Article 5 and Article 6 of the Declaration.

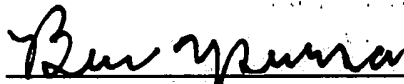
IN WITNESS WHEREOF, the State Board of Land Commissioners has caused these presents to be executed by its President, the Governor of the State of Idaho, and countersigned by the Secretary of State and the Director, Idaho Department of Lands.

THE STATE BOARD OF LAND
COMMISSIONERS



Governor of the State of Idaho and
President of the State Board of Land
Commissioners

Countersigned:



Secretary of State



Director, Idaho Department of Lands

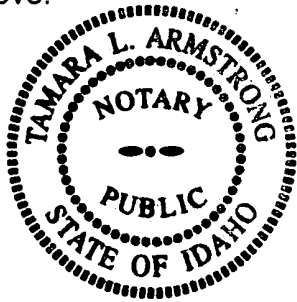
THE STATE OF IDAHO)

) ss.

COUNTY OF ADA)

On this 12th day of February, 2013, before me, a Notary Public in and for said The State, personally appeared **C.L. "BUTCH" OTTER**, known to me to be the Governor of the State of Idaho and President of the State Board of Land Commissioners; **BEN YSURSA**, known to me to be the Secretary of State for the State of Idaho; and **THOMAS M. SCHULTZ, JR.**, known to me to be the Director of Department of Lands of the State of Idaho, that executed the same instrument and acknowledged to me that such The State of Idaho and The State Board of Land Commissioners executed same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year written above.



Tamara L. Armstrong

NOTARY PUBLIC for Idaho
Residing at Boise
Idaho

My Commission expires: 12/26/18



300 N. 6th St., Suite 103
PO Box 83720
Boise, Idaho 83720-0050
Phone (208) 334-0200 Fax (208) 334-3698

Instrument # 855696

BONNER COUNTY, SANDPOINT, IDAHO
1-30-2014 03:44:57 No. of Pages: 18
Recorded for : IDAHO DEPARTMENT OF LANDS
R. ANN DUTSON-SATER Fee: 0.00
Ex-Officio Recorder Deputy *CB*
Index to: MISC

STATE OF IDAHO

CORRECTED EASEMENT NO. ES4294

THIS EASEMENT, made this 17th day of January, 2014, by and between the **STATE BOARD OF LAND COMMISSIONERS**, (Grantor), and Coolin Sewer District, whose mailing address is P.O. Box 86, Coolin, ID 83821, (Grantee);

WITNESSETH:

WHEREAS, Grantee has furnished to Grantor an accurate legal description depicting certain portions of the Easement Area occupied by sewer lines and facilities of Grantee, specifically identifying portions of the Easement Area no longer in use, previously forfeited due to non-use, and now abandoned.

WHEREAS, Grantee requests new Easement Area to accurately reflect abandoned Easement Areas and to include new areas occupied by existing sewer lines and facilities of Grantee which are outside of the current Easement Area.

WHEREAS, The abandoned portions of the Easement Area no longer in use by Grantee greatly exceeds in acreage the new Easement Area added with this Corrected Easement.

NOW THEREFORE for and in consideration of relinquished easement interest in the former lagoon site previously included in Easement No. 4294 shown as Parcel 9 within attached Exhibit A, Grantor does hereby grant to Grantee, a non-exclusive, easement in gross, including ingress/egress for the purpose of constructing, installing, using, and maintaining sewer lines and facilities over, under and across Grantor's lands described in Exhibit B which is attached hereto and incorporated herein (the "Easement Area") situated in Bonner County, State of Idaho, subject to the following terms and conditions:

Total Easement Area added by this Corrected Easement is 0.48 acres, as legally described and illustrated on a Record of Survey identified as Easement Exhibit B Coolin Sewer District's Pump Station 2 Expanded Easement Area, attached hereto. The remaining and Existing Easement Area is also described as Exhibit B. Total area relinquished within existing easement No. 4294 is 12.68 acres as legally described and illustrated on a map identified as Exhibit A, attached hereto.

A. GENERAL:

1. This easement may be assigned only with the prior written consent of Grantor. If such consent is granted, Grantee must use the prescribed form issued by Grantor and pay the required easement assignment fee in effect at the time of the assignment.
2. The terms and conditions of this easement shall be binding on any successors and assigns of the respective parties, provided that Grantee has obtained Grantor's consent to any assignment as provided in Section A.1. Grantee may be responsible for an assignee through a guaranty of the easement terms, at the sole discretion of Grantor.
3. The Boundary Lines of said easement shall be extended or shortened to begin on, end on, and conform to the Grantor's property lines.

B. LIMITED PURPOSE:

1. This easement has been granted for the purposes specified herein. If the Grantee desires to use the easement for any purpose other than the one specified herein, the Grantee shall make a request in writing to the Grantor. A separate instrument must be obtained from the Idaho Department of Lands Area Office for each such additional use.
2. The Grantee may allow its agents, licensees, and contractors, (collectively "Permittees") to exercise the rights granted herein.
3. This easement does not give Grantee any authority to permit any third parties other than Permittees to use of the Easement Area for any purpose. Only Grantor may authorize third party use. Grantor may permit third party use only on the condition that said use shall not materially interfere with Grantee's rights as hereby authorized.

C. INSURANCE:

1. Grantee shall provide acceptable Commercial General Liability Insurance for the lands contained in this easement to limits and levels specified in State of Idaho miscellaneous lease number M1018. All insurance related lease terms contained within that lease or any subsequent replacement lease shall apply equally to Easement No. 4294.
2. In the event that lease number M1018 or any subsequent replacement lease is cancelled, the Grantee shall have 90 days to provide proof of acceptable insurance as determined by the State of Idaho or Easement No. 4294 may be terminated.

D. INDEMNIFICATION:

1. Grantee shall indemnify, defend, and hold harmless, Grantor and its officers, agents, and employees from and against any and all liability, demands, claims, expenses, losses, attorneys' fees and liabilities of every nature whatsoever, arising, or claimed to arise, directly or indirectly from or in any way connected with the use authorized under this easement, except to the extent any of the same result from the Grantor's negligence a breach of Grantor's obligations under this easement. Nothing contained herein shall be deemed a waiver of Grantor's sovereign immunity, which immunity is hereby expressly reserved.

E. GRANTEE'S COVENANTS:

1. Grantee shall comply and shall cause its Permittees to comply with all applicable federal, state, and local laws, all applicable state administrative rules with respect to the rights granted herein.

2. Grantee shall take appropriate measures to control noxious weeds within the easement area in accordance with Title 22, Chapter 24, Idaho Code. The Grantee shall cooperate with any state or other agency authorized to undertake programs for control or eradication of noxious weeds.

3. Grantee shall take appropriate measures to mitigate fire dangers and avoid causing fires.

4. Grantee shall implement best management practices to effectively control storm water and erosion within the easement area.

5. The legal description described in Exhibits A and B have been provided by Grantee who assumes full responsibility for the utility being located within the described Easement Area. Grantor assumes no responsibility or liability arising out of an inaccurate legal description. If the legal description is inaccurate, the Grantee will provide an accurate legal description. At the Grantors discretion, this easement will be corrected by recording a Corrected Easement, or if the Grantor deems the legal description change constitutes an amendment, an Amended Easement will be recorded. An Amendment shall be processed as a new easement application under the policies and procedures in effect at such time.

6. Grantee shall take appropriate measures to control invasive species within the easement area.

F. UTILITIES:

1. All utility lines must be buried at least two (2) feet deep and utility lines that carry liquid must be buried at least four (4) feet deep. If a non metallic utility line, Grantee shall install a locator wire and provide as-built plans to Grantor within ninety (90) days of substantial completion of construction.

2. In the case of future conflict with Grantor's land management activities, Grantee shall move designated utility lines within ninety (90) days after the date of written notice from Grantor that relocation is necessary. Grantee shall be solely responsible for removing, relocating, or reinstalling the utility lines at its own expense.

3. Upon termination or abandonment of this easement, Grantee shall within twelve (12) months from the date of the termination notice, remove all personal property, trade fixtures, chattel, debris, and improvements at its own expense. Grantee will be liable for any damage to Grantor's land or resources caused by removal of personal property or improvements.

4. Grantee may only abandon in place underground personal property and improvements with Grantor's prior written approval.

5. If Grantee wishes to cut timber within the easement area, Grantee must first notify the Grantor in writing of Grantee's intent. Prior to cutting of any timber by Grantee, Grantor shall designate all merchantable timber. As designated by the Grantor, Grantee shall pay fair market value for all merchantable timber cut, or said merchantable timber shall be cut into lengths specified by the Grantor and decked along the nearest road for disposal by the Grantor. Slash resulting from the cutting of merchantable timber, or non-merchantable trees and brush, will be disposed of as designated by the Grantor.

G. GRANTOR'S RESERVATIONS:

1. Grantor reserves unto itself, the right and privilege to use said Easement Area for any and all purposes deemed necessary or desirable.

2. Grantor reserves the right to grant additional easements, permits, licenses or leases over, under, through or along the Easement Area. Any additional easements, permits, licenses or leases shall not materially interfere with Grantee's use of the Easement Area.

3. Grantor reserves the right to cause temporary delays to Grantee's use of the Easement Area due to road maintenance and improvement work, or for related control, management, or use of Grantor's lands. The temporary delays shall not materially interfere with Grantee's use of the Easement Area.

4. Grantor reserves unto itself, ownership of all resources, including timber, present and future, within the Easement Area and the right to harvest said timber when deemed necessary by Grantor.

H. GRANTEE'S REPRESENTATIONS AND WARRANTIES:

1. Grantee is a duly organized, validly existing sewer district and in good standing under the laws of the State of Idaho and shall remain so throughout the term of this easement or Grantee's interest herein.
2. Grantee has all necessary and appropriate power and authority and is duly authorized to execute and accept this easement.
3. Grantee has all necessary and appropriate power and authority and is duly authorized to perform all of Grantee's covenants and obligations under this easement, including all attachments hereto.
4. The individual executing this easement on behalf of Grantee has been duly and validly authorized by Grantee to execute this easement, and no further action by Grantee is required to approve this easement or to undertake the obligations contemplated hereby.
5. No further action by Grantee is required to approve this easement or to undertake the obligations contemplated hereby.
6. All copies of any documents and instruments provided by Grantee to Grantor pursuant to this easement are true, current, complete, and correct copies.

I. EMERGENCY WORK:

1. The Grantee is authorized to enter upon adjacent endowment lands and other lands managed by the Department of Lands for the purpose of performing emergency repairs within the easement area for damage due to floods, high winds, and other acts of God, provided that the grantee provides written notice to the Grantor within forty-eight (48) hours of the time work commences. Thereupon, the Department of Lands will assess and collect for any damage to the state lands outside the easement area caused by Grantee.

J. TERMINATION:

1. Grantor will presume the Easement Area, or any segment thereof, abandoned if any required construction or reconstruction work, for the purpose for which this easement is granted, is not completed within five (5) years from the date of this

State of Idaho
Corrected Easement
Easement No. ES4294

easement. This easement, or any segment or portion thereof, not used for five (5) consecutive years for the purpose for which it was granted, is presumed abandoned and shall revert to Grantor. Grantor shall notify Grantee in writing that the easement is considered abandoned and will terminate within three (3) months of the date of notification or as mutually agreed to in writing by Grantor and Grantee. In the event Grantee fails to complete construction or reconstruction within three (3) months or as mutually agreed to in writing, Grantor shall terminate this easement and provide to the Grantee a statement in recordable form confirming termination of the easement, which may be recorded by either party.

2. If at any time Grantee determines that the Easement Area, or any segment thereof, is no longer needed for the purposes granted, Grantee shall furnish to the Grantor a statement in recordable form confirming termination, which may be recorded by either party.

3. Grantor may terminate this easement for any material breach of any of the terms of this easement. Before termination, Grantor shall provide Grantee written notice of Grantor's intent to terminate this easement and set forth the asserted default(s), and, if Grantor considers such default curable, what action must be taken to cure the asserted default(s), and the timeline in which they must be cured. Failure of Grantee to cure the asserted default(s) to the standard and timelines specified by Grantor shall result in the termination of this easement. In the event termination occurs, Grantor shall provide to Grantee a statement in recordable form confirming termination of the easement, which may be recorded by either party.

K. AUTHORITY:

1. This Easement is issued by authority of state law, including, but not limited to, Idaho Constitution, Art. IX, §§ 7 and 8; Chapter 6, Title 58, Idaho Code, and rules authorized by the Idaho Department of Lands.

L. ADDITIONAL PROVISIONS:

1. Nothing in this instrument will be constructed as binding Grantor to perform beyond its legal authority, or to expend any monies in excess of appropriations or authorized funds available for such purposes.

2. Grantee shall perform examination and determination of title, coordinate installation, construction, and maintenance with existing easement holders. Grantee shall perform necessary due diligence to identify all existing items of record or in view.

M. ACCEPTANCE:

1. USE OF THIS EASEMENT BY THE GRANTEE CONSTITUTES ACCEPTANCE

OF THE EASEMENT AND AGREEMENT TO BE BOUND BY THE TERMS HEREOF.
IN WITNESS WHEREOF, the State Board of Land Commissioners has caused
these presents to be executed by its President, the Governor of the State of Idaho, and
countersigned by the Secretary of State and the Director, Idaho Department of Lands.

STATE BOARD OF LAND COMMISSIONERS




Governor of the State of Idaho and President
of the State Board of Land Commissioners

Countersigned:



Secretary of State



Director, Idaho Department of Lands

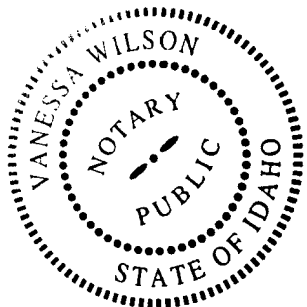


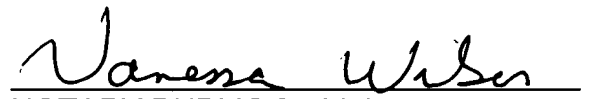
******vs******

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this 17th day of January, 2014, before me, a Notary
Public in and for said State, personally appeared C.L. "BUTCH" OTTER, known to me
to be the Governor of the State of Idaho and President of the State Board of Land
Commissioners; **BEN YURSA**, known to me to be the Secretary of State for the State
of Idaho; and **THOMAS M. SCHULTZ, JR.**, known to me to be the Director of
Department of Lands of the State of Idaho, that executed the same instrument and
acknowledged to me that such State of Idaho and State Board of Land Commissioners
executed same.

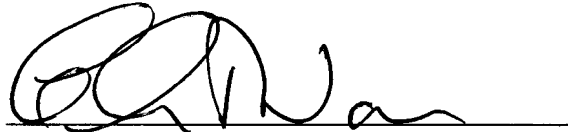
IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and
year written above.





NOTARY PUBLIC for Idaho
My Commission expires: 8-11-2014

IN WITNESS WHEREOF, the Grantee has caused these presents to be duly executed the day and year first above written.

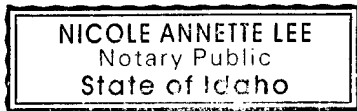

Grantee Signature

CHRIS WARREN Chairman
Name, Title

STATE OF IDAHO)
) ss.
COUNTY OF Bonner)

On this 7th day of January, 2014, before me, a Notary Public in and for said county and state, personally appeared Chris Warren, known to me to be the Chairman of Coolin Sewer District that executed the same instrument and acknowledged to me that they executed the same for and on behalf of said corporation.

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



Nicole Annette Lee
NOTARY PUBLIC for Idaho
My Commission expires: 1/3/2017

RELINQUISHED EASEMENT AREA

EXHIBIT A1

Parcel 9. Coolin Lagoon Site and Access Road Easement

A parcel of land in the SE $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 34 T60N R4W B.M. in Bonner County, Idaho and further described as follows:

Commencing at the Meander Corner on the north line of Section 34, T60N R4W B.M.; thence S 45° 02' 03" E 3,620.83 feet to the True Point of Beginning; thence North 850 feet; thence East 800 feet; thence S 19° 26' 24" W 901.39 feet; thence West 500 feet to the True Point of Beginning. Also a 30' easement for access from the McEwan Road.

Containing 12.68 acres more or less.

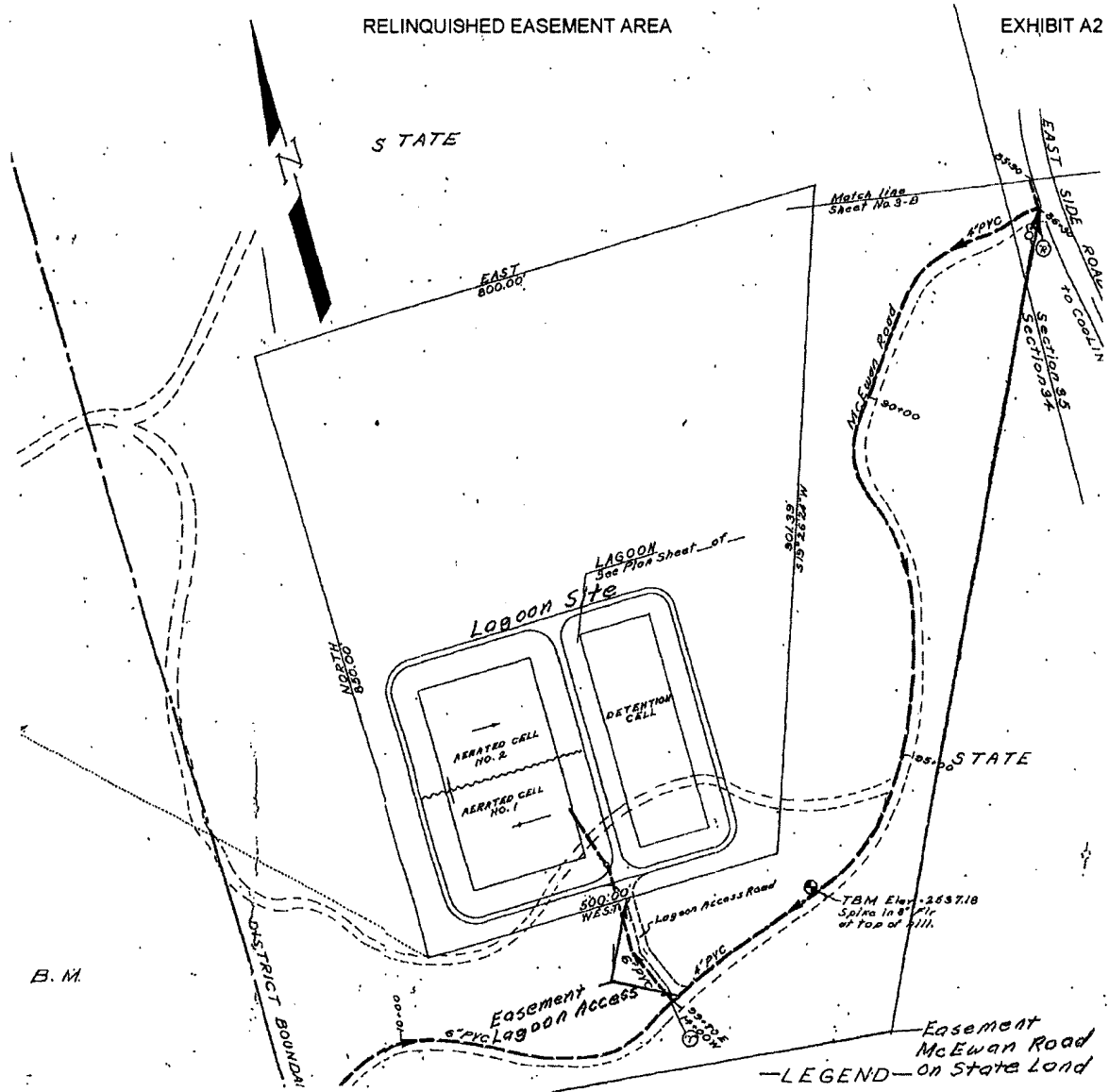
For the access road, a parcel of land 20.00' in width being 10.00' either side of the following described centerline:

Commencing at the SW corner of the lagoon property said point being S 45° 02' 03" E, 3,620.83' from the Meander Corner on the north line of Sec. 34 T60N R4W B.M.; thence east along the south line of said lagoon property 290.00' to the True Point of Beginning; thence south 70.00' thence S 25° 00' E 80' more or less to the intersection with the McEwan Road.

Parcel 9 of Exhibit A, Easement No. 4294

This area (12.68 acres) to be ~~deleted~~ from
Easement No. 4294 with 2013 easement amendment

State of Idaho
 Corrected Easement
 Easement No. ES4294



Parcel 9 of Exhibit A, Easement No. 4294
 This area (12.68 acres) to be ~~deleted~~ from
 Easement No. 4294 with 2013 easement amendment

EXPANDED EASEMENT AREA

EXHIBIT B1

LEGAL DESCRIPTION FOR THE EXPANDED EASEMENT AREA FOR THE COOLIN SEWER DISTRICT'S PUMP
STATION NUMBER TWO – SOLDIER CREEK AREA, COOLIN, IDAHO

A PERMANENT AND CONTIGUOUS EASEMENT AREA FOR THE PURPOSES OF INGRESS/EGRESS AND
INSTALLATION AND MAINTANANCE OF A SEWER TRANSMISSION PUMP STATION AND ITS
APPURTENANCES, OVER, ACROSS, UNDER AND THROUGH A PARCEL OF LAND LOCATED IN THE
SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 60 NORTH, RANGE 4
WEST, BOISE MERIDIAN, BONNER COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A THREE INCH DIAMETER BRASS CAP WHICH MARKED AS A WITNESS CORNER TO THE
SOUTHEAST CORNER OF SAID SECTION 34;

THENCE ALONG THE SOUTH LINE OF SAID SECTION 34 NORTH 86°27'55" WEST 1386.78 FEET TO A 3
INCH DIAMETER ALUMINUM CAP WHICH MARKS THE SOUTHWEST CORNER OF THE SOUTHEAST
QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 34;

THENCE DEPARTING SAID SOUTH LINE NORTH 00°27'11" EAST 63.60 FEET TO THE TRUE POINT OF
BEGINNING;

THENCE CONTINUING NORTH 00°27'11" EAST 178.48 FEET;

THENCE NORTH 71°59'09" EAST 31.63 FEET;

THENCE SOUTH 19°06'30" EAST 130.22 FEET;

THENCE NORTH 86°14'35" EAST 103.98 FEET;

THENCE NORTH 53°38'37" EAST 22.24 FEET;

THENCE SOUTH 17°37'10" WEST 75.51 FEET;

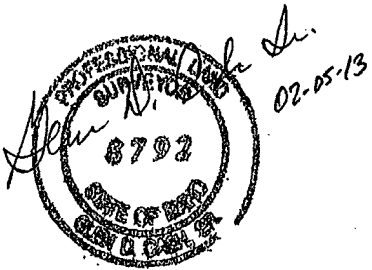
THENCE SOUTH 30°00'52" WEST 58.87 FEET;

THENCE NORTH 70°33'25" WEST 85.34 FEET;

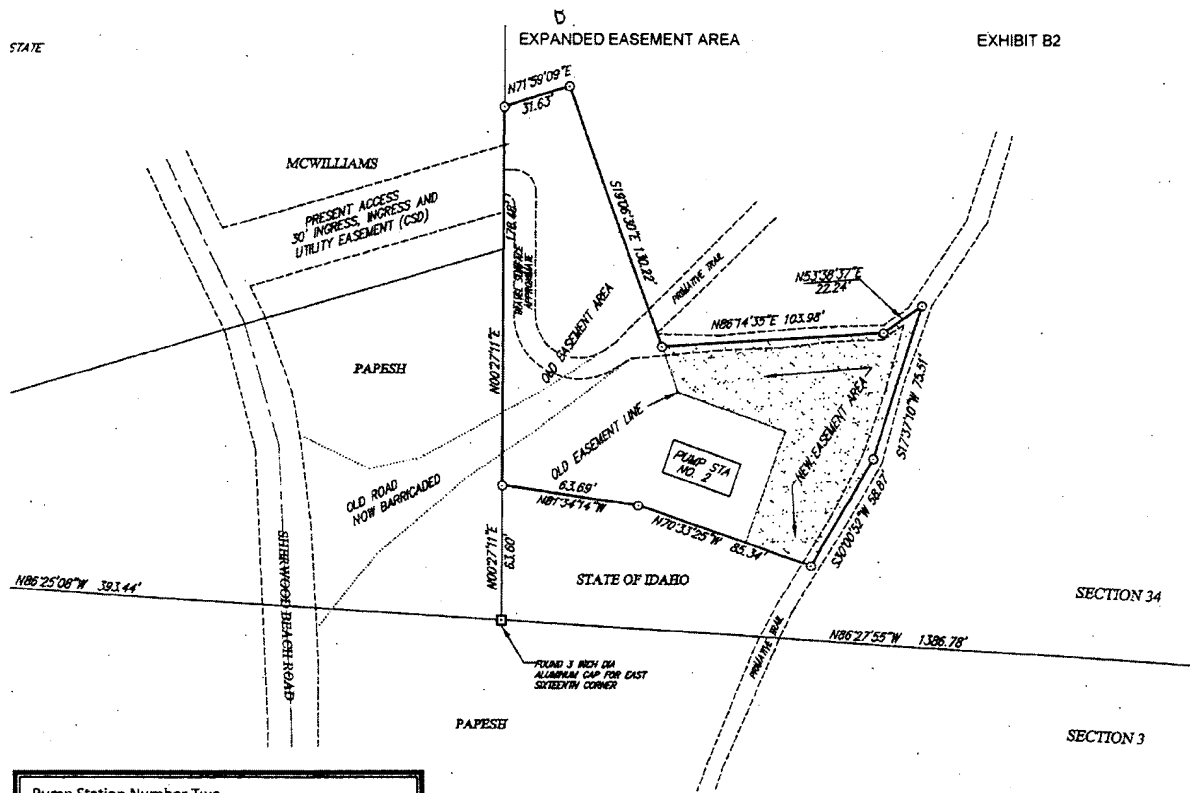
THENCE NORTH 81°34'14" WEST 63.69 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 20,995 SQUARE FEET OR 0.48 ACRES, MORE OR LESS.

Pump Station Number Two
This area (0.48 acres) to be added to
Easement No. 4294 with 2013 easement amendment



State of Idaho
 Corrected Easement
 Easement No. ES4294



Pump Station Number Two
 This area (0.48 acres) to be added to
 Easement No. 4294 with 2013 easement amendment

EXPANDED EASEMENT AREA

EXHIBIT B3

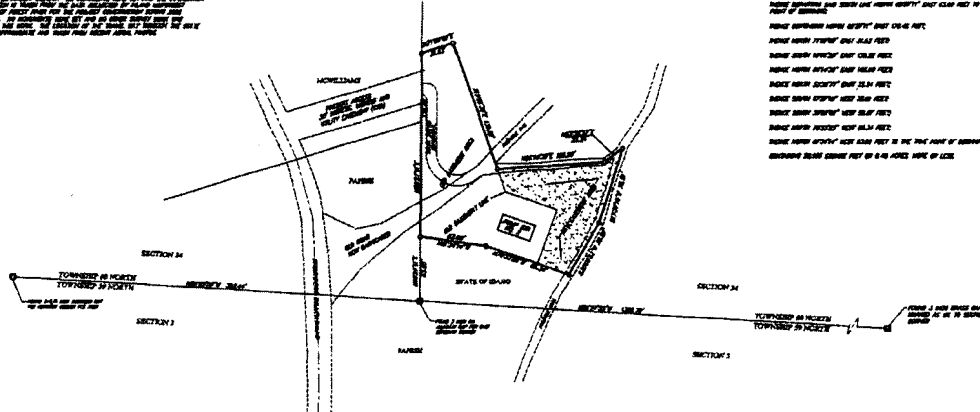
EASEMENT EXHIBIT B
 COOLIN SENIOR DISTRICT'S PUMP STATION 2 EXPANDED EASEMENT AREA
 IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 34
 TOWNSHIP 60 NORTH, RANGE 4 WEST, BOISE MERIDIAN, BONNER COUNTY, IDAHO

RATE OF BEARING
 THE RATE OF BEARING FOR THIS CORNER IS THE BEARING LINE OF SECTION 34 BETWEEN THE EAST
 TOWNSHIP BOUNDARY LINE AND THE SECTION 34 CORNER AS THE DISTANCE FROM
 OF THIS SECTION TO THE EAST TOWNSHIP BOUNDARY LINE AND THE BEARING LINE OF SECTION 34
 BEARING LINE TO THE EAST TOWNSHIP BOUNDARY LINE, DIVIDED BY ALONG THE BOUNDARY LINE OF SECTION
 34 TO THE EAST TOWNSHIP BOUNDARY LINE.

REMARKS
 THIS PLAN FOR THE PUMP STATION 2 EXPANDED EASEMENT AREA IS THE PROPERTY OF THE
 COOLIN SENIOR DISTRICT AND IS SUBJECT TO THE TERMS AND CONDITIONS OF THE
 DEED OF CONVEYANCE TO THE COOLIN SENIOR DISTRICT.

SURVEYOR'S NOTES
 1. THE MAP IS A CORRECTED EASEMENT PLAN FOR THE PUMP STATION 2 EXPANDED EASEMENT AREA
 IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 60 NORTH,
 RANGE 4 WEST, BOISE MERIDIAN, BONNER COUNTY, IDAHO. THE PLAN IS SUBJECT TO THE
 TERMS AND CONDITIONS OF THE DEED OF CONVEYANCE TO THE COOLIN SENIOR DISTRICT.
 2. THE PLAN IS SUBJECT TO THE TERMS AND CONDITIONS OF THE DEED OF CONVEYANCE TO THE
 COOLIN SENIOR DISTRICT AND IS SUBJECT TO THE TERMS AND CONDITIONS OF THE
 DEED OF CONVEYANCE TO THE COOLIN SENIOR DISTRICT.

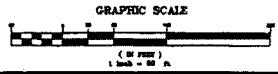
LEGAL DESCRIPTION
 A CORRECTED EASEMENT PLAN FOR THE PUMP STATION 2 EXPANDED EASEMENT AREA
 IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 60 NORTH,
 RANGE 4 WEST, BOISE MERIDIAN, BONNER COUNTY, IDAHO. THE PLAN IS SUBJECT TO THE
 TERMS AND CONDITIONS OF THE DEED OF CONVEYANCE TO THE COOLIN SENIOR DISTRICT.
 THE PLAN IS SUBJECT TO THE TERMS AND CONDITIONS OF THE DEED OF CONVEYANCE TO THE
 COOLIN SENIOR DISTRICT AND IS SUBJECT TO THE TERMS AND CONDITIONS OF THE
 DEED OF CONVEYANCE TO THE COOLIN SENIOR DISTRICT.



LEGEND
 (S) SECTION BOUNDARY FOR REFERENCE
 (T) TOWNSHIP BOUNDARY LINE
 (C) CORNER POINT-BEARING BEARS BY SET

ADJACENT SURVEYS
 THE PROPERTY FROM 12.26' TO 17'
 BEARING AND DISTANCE IS 17'
 BEARING AND DISTANCE IS 17'
 BEARING AND DISTANCE IS 17'

SURVEYOR'S CERTIFICATE
 I, THE SURVEYOR, HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE
 ORIGINAL SURVEY RECORD AND THAT THE SAME IS SUBJECT TO THE TERMS AND CONDITIONS OF THE
 DEED OF CONVEYANCE TO THE COOLIN SENIOR DISTRICT.



EXISTING EASEMENT AREA

EXHIBIT B4

State of Idaho Easement No. 4294 (Coolin Sewer District)

COOLIN SEWER DISTRICT

STATE LEASE LOTS EASEMENTS

Parcel 1. Through State Lease Lots 11 to 25

A strip of land 30 feet in width, located in Sec. 28, T6ON, R4W B.M. and symmetrical to the following described centerline:

Commencing at a point on the southerly edge of an existing access road, said point bearing N 0° 00' 27" W, 300.00 feet from the south meander corner on the east line of Sec. 28, T6ON R4W B.M.; thence S 70° 16' 10" W 158.47 feet; thence S 78° 16' 09" W 127.58 feet; thence N 6° 59' 50" W 315.54 feet; thence N 2° 32' 35" E, 300.44 feet; thence N 3° 50' 58" E 311.66 feet; thence N 16° 24' 04" E 188.94 feet; thence N 1° 08' 18" W 303.55 feet; thence N 57° 01' 49" E 226.98 feet; thence N 39° 53' 37" E 67.00 feet more or less to the intersection with the east line of Sec. 28 T6ON R4W B.M.

Parcel 2. Through State Lease Lots 26 to 64

A strip of Land 30 feet in width located in Sec. 22, T6ON R4W B.M. and symmetrical to the following described centerline.

Commencing at a point on the south line of Sec. 22, T6ON, R4W B.M.; thence N 7° 23' 4" W 148.47 feet more or less to a point which bears N 22° 42' 42" E 134.76 feet from the west Meander Corner on the south line of Sec. 22; thence N 26° 33' 02" W 193.00 feet; thence N 19° 25' 53" W 196.00 feet; thence N 2° 56' 31" E 250.65 feet; thence N 3° 22' 07" E 281.35 feet; thence N 5° 28' 17" W 374.20 feet; thence N 5° 05' 16" E 179.95 feet; thence N 8° 09' 10" E 377.96 feet; thence N 18° 54' 04" E 263.79 feet; thence N 00° 06' 50" W 257.38 feet; thence N 28° 39' 22" E 452.95 feet; thence N 27° 00' 25" E 271.00 feet; thence N 26° 27' 04" E 275.85 feet; thence N 39° 12' 49" E 243.91 feet; thence N 53° 39' 16" E 173.50 feet; thence N 75° 26' 06" E 215.01 feet; thence S 76° 00' 11" E 219.21 feet; thence S 58° 23' 02" E 210.87 feet; thence S 67° 09' 20" E 199.98 feet; thence S 66° 29' 29" E 165.00 feet; thence N 83° 19' 22" E 171.97 feet; thence N 84° 38' 43" E 201.86 feet; thence N 71° 56' 58" E 312.50 feet; thence N 75° 31' 28" E 196.00 feet to a point, said point bearing N 60° 14' 27" E 3,147.12 feet from the North Meander Corner on the west line of Sec. 22.

EXISTING EASEMENT AREA

EXHIBIT B5

Parcel 3. Through State Lease Lots 1 to 10

A strip of land 30 feet in width, located in Sec. 34 T6ON R4W B.M. and symmetrical to the following described centerline:

Commencing at a point bearing N 86° 12' 29" E 376.52 feet from the Meander Corner on the north line of Sec. 34 T6ON R4W B.M.; thence S 49° 05' 08" E 40.00 feet more or less to the intersection with the north line of Sec. 34, the True Point of Beginning for this description; thence generally along the westerly edge of existing access road as follows: S 49° 04' 08" E 118.80 feet, S 31° 15' 03" E 136.86 feet S 58° 14' 26" E 148.19 feet, S 26° 52' 57" E 322.89 feet, S 4° 21' 34" E 223.65 feet, S 44° 32' 56" E 269.42 feet more or less to the intersection with the north south $\frac{1}{4}$ line of Sec. 34.

Parcel 4. Through State Land on McEwan Road

A strip of land 30 feet in width, located in Secs. 34 and 35 T6ON R4W B.M. and symmetrical to the following described centerline:

Commencing at a point at the intersection of the East Side road and McEwan Road, said point bearing S 63° 18' 03" E 4,106.55 feet from the Meander Corner on the north line of Sec. 34; thence generally along the northerly edge of McEwan road as follows: S 80° 46' 25" W 199.58 feet, S 37° 58' 18" W 260.05 feet, S 10° 52' 25" E 180.24 feet, S 13° 48' 36" W 184.33 feet, S 31° 26' 46" W 162.93 feet, S 61° 44' 31" W 181.65 feet, S 67° 47' 23" W 312.16 feet N 69° 55' 43" W 276.81, S 78° 34' 44" W 101.00 feet, S 52° 36' 21" W 240.41 feet more or less to the intersection with the E 1/16 line of Sec. 34.

Parcel 5. By State Forest Office to Shop Area

A strip of land 30 feet in width, located in Sec. 26 T6ON R4W B.M. and symmetrical to the following described centerline:

Commencing at a point at the intersection of the East Side Road and the State Forest Office Road, said point bearing N 84° 24' 54" E 1,509.64 feet from the Meander Corner on the west line Sec. 26 T6ON R4W B.M.; thence S 17° 07' 02" E 288.79 feet; thence S 5° 18' 52" E 129.56 feet; thence S 89° 01' 14" E 351.05 feet to a point which bears S 82° 17' 22" E 1,968.27 feet from the Meander Corner on the west line Sec. 26.

EXISTING EASEMENT AREA

EXHIBIT B6

Parcel 6. In Front of State Lots 65 to 70

A strip of land 30 feet in width located in Sec. 26 T6ON R4W B.M. and symmetrical to the following described centerline:

Commencing at a point which bears North 15.00 feet from the Meander Corner on the west line Sec. 26 T6ON R4W B.M.; thence S 89° 35' 48" E 153.47 feet; thence N 77° 48' 35" E 293.62 feet; thence N 71° 29' 04" E 450.31 feet more or less to the intersection with the east line of lot 70 projected north.

Parcel 7. Through State Lots 76 to 85A

A strip of land 30 feet in width, located in Secs. 26 and 23 T6ON R4W B.M. and symmetrical to the following described centerline:

Commencing at a point on the north line of Lot 2 Dutch Harbor Subdivision in Sec. 26 T6ON R4W B.M.; thence N 21° 20' 13" W 137.42 feet more or less to a point which bears N 61° 42' 04" E 1,673.27 feet from the Meander Corner on the west line Sec. 26; thence N 54° 27' 44" E 94.63 feet; thence N 110° 47' 18" E 352.43 feet; thence N 7° 01' 42" W 514.87 feet; thence N 17° 09' 24" W 155.94 feet; thence N 4° 01' 06" W 242.60 feet; thence N 20° 52' 51" W 288.98 feet to a point which bears S 65° 20' 28" E 117.78 feet from the Meander Corner on the north line Sec. 26; thence N 15° 06' 04" W 50.00 feet more or less to the intersection with the north line, Sec. 26; thence N 15° 06' 04" W 145.76 feet more or less to a point which bears N 21° 50' 07" E 150.67 feet from the Meander Corner on the south line Sec. 23; thence N 31° 24' 19" W 222.61 feet; thence N 35° 19' W 151.82 feet to a point which bears N 18° 12' 28" W 476.73 feet from the Meander Corner on the south line Sec. 23.

*N 110° 47' 18" E
Corrected as per
Dutch Harbor, et al.*

Parcel 8. Through State Lots A to M

A strip of land 30 feet in width located in Sec. 3 T59N R4W B.M. and symmetrical to the following described centerline:

Generally along the westerly edge of the access road as follows: Commencing at a point on the south line of Government Lot No. 3 thence N 08° 25' 37" E 180 feet more or less to a point which bears N 16° 23' 06" E 2929.90 feet from the Meander Corner on the south line Sec. 3, T59N R4W B.M.; thence N 4° 44' 26" W 205.70 feet; thence N 10° 49' 04" W 319.68 feet; thence N 14° 23' 15" W 237.45 feet; thence N 2° 18' 14" W 174.14 feet; thence N 17° 54' 45" E 104.04 feet; thence N 53° 43' 11" E 233.21' more or less to the intersection with the north line of Government Lot 3.

EXISTING EASEMENT AREA

EXHIBIT B7

Easement discription for sewer pipeline along the westerly edge of the East Shore Road from the south edge of Cavanaugh Bay Cabin Sites to the intersection with the road known as McEwan Road.

Commencing at the northwest corner of Section 35, T60N, R4W B.M.; thence East 221.0 feet along the south boundary of the plat known as Cavanaugh Bay Cabin Sites to the intersection with the westerly ditch line of the road known as the East Shore Road, this point of intersection being the True Point of Beginning for the description; thence S02°-33'-37"W 246.25 feet; thence S05°-54'-22"E 174.93 feet; thence S14°-14'-44"E 199.12 feet; thence S18°-21'-49"E 253.93 feet; thence S06°-27'-09"E 169.07 feet; thence S09°-31'-29"W 151.08 feet; thence S31°-05'-50"W 147.15 feet; thence S37°-24'-19"W 299.61 feet; thence S28°-50'-08"W 101.60 feet; thence S11°-40'-08"W 93.94 feet; thence S01°-56'-53"W 147.09 feet to the intersection with the road known as McEwan Road. Said point of intersection bears S00°-36'-54"E 1863.11 feet from the Northwest Corner of said Section 35.

Bearings from Polaris Observation.

EXHIBIT "B"

SPECIAL TERMS AND CONDITIONS

STATE OF IDAHO EASEMENT 4294

1. Actual placement of lines may deviate 15 feet either side of the described centerline to avoid cutting trees or creating other disturbance.
2. Clearing will be held to that necessary to allow digging of the trench for the line.
3. Not over 400 feet of trench will be left uncovered at any time.
4. The contractor will be required to restore to the adjacent ground surface any settling occurring within one year of installation.
5. Any merchantable timber cut in clearing will be manufactured into logs and decked for disposal by the State.
6. Where lines are buried in existing roads, they will be placed as close to the shoulder as possible.
7. Septic tanks and service lines will be placed at the location deemed most feasible by the design engineer and with approval of the lessee and the Department of Lands. No installations will be made without prior approval by the Department.
8. The grantee is responsible to assure that the contractor is adequately bonded and insured to cover any and all damage to improvements on leased lots, and to insure restoration of disturbed area to adjacent ground level as required in Item 4, as required by the Department of Lands.
9. The Department of Lands will be supplied with the final as-built survey, and two copies of the as-built plans.
10. It is fully understood and agreed that the future road construction and reconstruction may affect this buried line. It is further understood and agreed that any and all removing, relocating and reinstalling of said buried line necessitated by such construction or reconstruction shall be the sole responsibility, and at the expense of the party of the second part. The party of the second part agreed to move the line within ninety (90) days after receiving written notice from the Department of Lands that new construction or improvements are planned, and moving of the line is required.

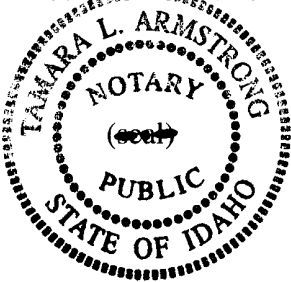
AFFIDAVIT OF EASEMENT

STATE OF IDAHO)
)ss
COUNTY OF ADA)

On this 3rd day of July, 2014, as an authorized employee of the Idaho Department of Lands, an agency of the State of Idaho, I, Roger Titmus do hereby certify that on this date the attached instrument is a true and correct copy of the original instrument retained in the records of the Idaho Department of Lands.

Roger Titmus
Roger Titmus

Subscribed and sworn to before me on the above date, a notary in and for the State of Idaho.



Tamara L. Armstrong
Notary for State of Idaho
Residing at: Boise, ID
My Commission Expires: 12-26-18

Instrument # 861608
BONNER COUNTY, SANDPOINT, IDAHO
7-11-2014 09:30:15 No. of Pages: 43
Recorded for : FATCO
R. ANN DUTSON-SATER RA Fee: 0.00
Ex-Officio Recorder Deputy
Index to: MISC

AMENDED

STATE OF IDAHO

EASEMENT NO. 4479-A

THIS INDENTURE, made this 27th day of May, 1999 by and between the STATE OF IDAHO, Department of Lands, 954 West Jefferson Street, P.O. Box 83720, Boise, Idaho 83720-0050, acting by and through the State Board of Land Commissioners, as party of the first part (Grantor), and NORTHERN LIGHTS, INC., Box 310, Sandpoint, Idaho 83864, as party of the second part (Grantee);

WITNESSETH: That for and in consideration of the sum of ONE THOUSAND FIVE HUNDRED EIGHTY-SIX AND 31/100THS dollars (\$1,586.31), lawful money of the United States of America, of which \$1,336.31 was previously received and acknowledged on December 27, 1974, the Grantor does hereby grant to the Grantee, an easement for the purpose of constructing, using, and maintaining a power line over and across the following described lands situated in BONNER, BOUNDARY, AND KOOTENAI COUNTIES, State of Idaho, to-wit:

A strip of land forty (40.00) feet wide being twenty (20.00) feet on each side of the following described centerlines:

PARCEL 1

Beginning at a point West, 216.00 feet from the northeast corner of Section 36, Township 57 North, Range 5 West, B.M.; thence South 10°00'00" East, 95.00 feet; thence South, 165.00 feet.

PARCEL 2

Beginning at Pole No. AA-324-73-131, said pole being North, 550.00 feet and East, 815.00 feet from the west one-quarter (¼) corner of Section 27, Township 61 North, Range 4 West, B.M.; thence South 6°35'00" West, 257.00 feet; thence South 9°20'00" West, 502.00 feet; thence South 2°05'00" East, 1,197.00 feet; thence South 4°30'00" West, 768.00 feet.

ALSO PARCEL 3

Beginning at Pole No. AA-324-73-152, said pole being South, 60.00 feet and West, 115.00 feet from the southeast corner of Government Lot 6, Section 28, Township 61 North, Range 4 West, B.M.; thence North 1°00'00" East, 894.00 feet; thence North 0°55'00" West, 950.00 feet; thence North 17°55'00" West, 299.00 feet to Pole No. AA-324-73-157 which is a pole on a power line covered by State of Idaho Easement No. 2365; thence from Pole No. AA-324-73-157 North 57°05'00" West, 745.00 feet to Pole No. AA-324-73-157-2; thence continuing

North 57°05'00" West, 625.00 feet.

ALSO: Beginning at Pole No. AA-324-157-2; thence North 24°30'00" East, 401.00 feet; thence North 55°00'00" West, 165.00 feet.

ALSO: Beginning at said Pole No. AA-324-73-152, thence North 69°10'00" West, 138.00 feet.

ALSO: Beginning at Pole No. AA-324-73-151, said pole being South, 260.00 feet and East, 80.00 feet from the southeast corner of said Government Lot 6, thence South 16°15'00" West, 255.00 feet.

ALSO: Beginning at Pole No. AA-324-73-149, said pole being South, 755.00 feet and East, 530.00 feet from the southeast corner of said Government Lot 6; thence South 74°00'00" West, 245.00 feet.

ALSO: Beginning at Pole No. AA-324-73-142, said pole being North, 475.00 feet and East, 770.00 feet from the south one-quarter (¼) corner of said Section 28; thence South 42°35'00" East, 163.00 feet.

ALSO: Beginning at Pole No. AA-324-73-139, said pole being South 1,345.00 feet and West, 1,000.00 feet from the east one-quarter (¼) corner of said Section 28; thence South 55°30'00" East, 155.00 feet.

ALSO: Beginning at Pole No. AA-324-73-137A, said pole being South, 1,015.00 feet and West, 695.00 feet from the east one-quarter (¼) corner of said Section 28; thence South 55°40'00" East, 191.00 feet.

ALSO: Beginning at Pole No. AA-324-73-136, said pole being South, 625.00 feet and West, 435.00 feet from the east one-quarter (¼) corner of said Section 28; thence South 70°20'00" East, 235.00 feet.

ALSO PARCEL 4

Beginning at Pole No. AA-324-73-145, said pole being South, 175.00 feet and West, 90.00 feet from the north one-quarter (¼) corner of Section 33, Township 61 North, Range 4 West, B.M.; thence South 2°45'00" West, 240.00 feet.

ALSO: Beginning at Pole No. AA-324-73-144, said pole being East, 165.00 feet from the north one-quarter (¼) corner of said Section 33; thence South 37°20'00" East, 229.00 feet.

ALSO PARCEL 5

Beginning at Pole No. AA-324-73-97, said pole being North, 780.00 feet and West, 335.00 feet from the southeast corner of Section 34, Township 61 North, Range 4 West, B.M., thence North 77°30'00" West, 150.00 feet.

ALSO PARCEL 6

Beginning at a point South 53°30'00" West, 980.00 feet, more or less, from the east one-quarter ($\frac{1}{4}$) corner of Section 3, Township 60 North, Range 4 West, B.M.; thence South 84°30'00" West, 421.78 feet to a point East, 95.37 feet from the westerly corner between state lease lots 130 and 131.

ALSO: Beginning at a point South 53°30'00" West, 980.00 feet, more or less, from the east one-quarter ($\frac{1}{4}$) corner of Section 3, Township 60 North, Range 4 West, B.M.; thence South 84°30'00" West, 305.00 feet to new insert Pole No. PE80-2A, said pole being the REAL POINT OF BEGINNING; thence South 3°30'00" West, 230.00 feet to new transformer pole location PE80-2A-1.

ALSO PARCEL 7

Beginning at Pole No. AA-324-73-88, said pole being North, 1,280.00 feet and West, 1,240.00 feet from the east one-quarter ($\frac{1}{4}$) corner of Section 3, Township 60 North, Range 4 West, B.M.; thence North 80°40'00" West, 420.00 feet.

ALSO: Beginning at Pole No. AA-324-73-86, said pole being North, 680.00 feet and West, 1,285.00 feet from the east one-quarter ($\frac{1}{4}$) corner of said Section 3; thence South 79°30'00" West, 956.00 feet; thence South 5°15'00" East, 229.00 feet; thence South 61°00'00" West, 141.00 feet; thence South 44°15'00" West, 276.00 feet to a point on the natural or ordinary high water mark of the east shore of Priest Lake.

ALSO: Beginning at Pole No. AA-342-73-78, said pole being North, 1,290.00 feet and West, 960.00 feet from the southeast corner of said Section 3, thence South 83°55'00" West, 163.00 feet.

ALSO PARCEL 8

Beginning at Pole No. AA-324-73-64, said pole being West 295.00 feet from the east one-quarter ($\frac{1}{4}$) corner of Section 10, Township 60 North, Range 4 West, B.M.; thence South 76°40'00" West, 328.00 feet.

ALSO: Beginning at Pole No. AA-324-73-63, said pole being South, 220.00 feet and West, 160.00 feet from the east one-quarter ($\frac{1}{4}$) corner of said Section 10, thence South 34°20'00" West, 501.00 feet.

ALSO PARCEL 9

Beginning on the south line of Section 22, Township 60 North, Range 4 West, B.M., a point West, 2,230.00 feet from the south one-quarter ($\frac{1}{4}$) corner of said Section 22; thence North 9°55'00" West, 1,420.00 feet; thence North 16°20'00" East, 1,145.00 feet; thence North 26°55'00" East, 365.00 feet; thence North 23°20'00" East, 615.00 feet; thence North 34°30'00" East, 240.00 feet; thence South 65°45'00" East, 700.00 feet; thence South 84°00'00" East, 470.00 feet; thence North 70°00'00" East, 325.00 feet; thence North 65°55'00" East, 265.00 feet to Pole No. AA-324-55-57.

ALSO PARCEL 10

Beginning on the south line of Section 22, Township 60 North, Range 4 West, B.M. at a point East, 1,060.00 feet from the south one-quarter ($\frac{1}{4}$) corner of said Section 22; thence North 7°45'00" West, 800.00 feet to Pole No. AA-324-86.

ALSO PARCEL 11

Beginning at Pole No. AA-324-73-19 back or Pole No. AA-324-73-21 ahead, said pole being North, 1,025.00 feet and West, 1,270.00 feet from the south one-quarter ($\frac{1}{4}$) corner of Section 23, Township 60 North, Range 4 West, B.M.; thence South 1°15'00" West, 250.00 feet.

ALSO PARCEL 12

Beginning at Pole No. AA-324-73-10, said pole being East, 1,755.00 feet and North, 1,115.00 feet from the west one-quarter ($\frac{1}{4}$) corner of Section 26, Township 60 North, Range 4 West, B.M.; thence North 57°40'00" West, 175.00 feet.

ALSO: Beginning on the southerly side of the Cavanaugh Bay Road at a point East, 1,526.00 feet and North, 311.00 feet from the west one-quarter ($\frac{1}{4}$) corner of said Section 26; thence South $11^{\circ}35'00''$ East, 320.00 feet.

ALSO PARCEL 13

Beginning on the west line of Section 26, Township 60 North, Range 4 West, B.M. at a point South, 175.00 feet from the west one-quarter ($\frac{1}{4}$) corner of said Section 26; thence North $84^{\circ}05'00''$ East, 550.00 feet; thence North $60^{\circ}15'00''$ East, 40.00 feet, more or less, to the REAL POINT OF BEGINNING; thence continuing North $60^{\circ}15'00''$ East, 440.00 feet, more or less, to the point of departure from state land.

ALSO PARCEL 14

Beginning on the east line of Section 28, Township 60 North, Range 4 West, B.M. at a point South, 1,595.00 feet from the north meander corner of Priest Lake between Sections 27 and 28, Township 60 North, Range 4 West, B.M.; thence North $78^{\circ}45'00''$ West, 165.00 feet to Pole No. AA-324-55-30; thence North $17^{\circ}25'00''$ East, 460.00 feet; thence North $20^{\circ}40'00''$ East, 55.00 feet to point of departure from state land.

ALSO: Beginning at said Pole No. AA-324-55-30; thence South $60^{\circ}20'00''$ West, 50.00 feet.

ALSO PARCEL 15

Beginning on the east line of Lot 1, Section 34, Township 60 North, Range 4 West, B.M. at a point South, 935.00 feet from the north one-quarter ($\frac{1}{4}$) corner of said Section 34; thence North $33^{\circ}35'00''$ West, 130.00 feet; thence North $25^{\circ}40'00''$ West, 615.00 feet to Pole No. AA-324-55-17; thence North $43^{\circ}45'00''$ West, 390.00 feet to the north line of said Section 34 and the point of departure from state land.

ALSO: Beginning at said Pole No. AA-324-55-17; thence South $38^{\circ}30'00''$ West, 270.00 feet.

ALSO PARCEL 16

Beginning on the north line of Lot 3, Section 3, Township 59 North, Range 4 West, B.M. at a point North $86^{\circ}45'00''$ West, 450.00 feet from the northeast corner of said Lot 3; thence South $23^{\circ}35'00''$ West, 1,440.00 feet to the south line of said Lot 3.

Amended
State of Idaho
Easement No. 4479-A
Page 6 of 17

ALSO PARCEL 17

Beginning on the north line of Section 3, Township 59 North, Range 4 West, B.M. at a point westerly, 1,235.00 feet from the northeast corner of Section 3; thence South 23°45'00" West, 165.00 feet.

ALSO PARCEL 18

Beginning on the east line of Section 9, Township 59 North, Range 4 West, B.M. at a point North, 2,030.00 feet from the southeast corner of Section 9; thence North 79°25'00" West, 155.00 feet; thence South 18°15'00" West, 173.00 feet to the point of departure from state land.

ALSO PARCEL 19

Beginning on the south line of Section 15, Township 59 North, Range 4 West, B.M. westerly 495.00 feet from the south one-quarter ($\frac{1}{4}$) corner of said Section 15; thence North 4°54'00" West, 1,980.00 feet; thence North 8°54'00" West, 390.00 feet; thence North 16°54'00" West, 295.00 feet more or less, to the north line of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 15.

ALSO PARCEL 20

Beginning on the west line of Section 20, Township 59 North, Range 4 West, B.M. at a point North, 16.18 feet from the southwest corner of Section 20; thence North 33°30'00" East, 5.78 feet; thence North 1°38'00" East, 661.00 feet; thence North 11°15'00" West, 112.92 feet to the west line of said Section 20 and the point of departure from state land; thence continuing on private land North 11°15'00" West, 272.08 feet; thence North 87°05'00" East, 53.15 feet to a point of entry onto state land on the west line of said Section 20 at a point North, 1,062.00 feet from the southwest corner of said Section 20; thence on state land North 87°05'00" East, 3,349.00 feet; thence North 89°56'00" East, 370.00 feet; thence South 87°58'00" East, 1,566.00 feet to the east line of said Section 20.

ALSO PARCEL 21

Beginning on the west line of Section 21, Township 59 North, Range 4 West, B.M. at a point North, 1,420.00 feet from the southwest corner of said Section 21; thence South 87°58'00"

East, 1,225.00 feet; thence North 73°40'00" East, 4,460.00 feet to a point on the east line of Section 21.

ALSO PARCEL 22A

Beginning on the west line of Section 22, Township 59 North, Range 4 West, B.M. at a point North, 240.00 feet from the west one-quarter ($\frac{1}{4}$) corner of said Section 22; thence North 73°40'00" East, 1,376.00 feet to the east line of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 22 and the point of departure from state land.

A strip of land sixty (60.00) feet wide, being thirty (30.00) feet on each side of the following described centerlines:

ALSO PARCEL 22B

Beginning on the east and west centerline of Section 22, Township 59 North, Range 4 West, B.M. at a point 2,390.00 feet from the east one-quarter ($\frac{1}{4}$) corner of said Section 22, said point being the REAL POINT OF BEGINNING; thence South 1°22'22" West, 752.68 feet; thence South 6°08'47" East, 1,162.68 feet; thence South 1°13'20" West, 540.15 feet; thence South 16°46'02" East, 183.99 feet to a point on the south boundary of said Section 22 and the point of departure from state land.

ALSO PARCEL 23

Beginning on the north boundary of Section 27, Township 59 North, Range 4 West, B.M. at a point 2,260.00 feet west of the northeast corner of said Section 27, said point being the REAL POINT OF BEGINNING; thence South 16°46'02" East, 655.00 feet; thence South 6°12'47" East, 2,206.81 feet; thence South 6°11'43" East, 2,399.47 feet to a point on the south boundary of said Section 27.

A strip of land forty (40.00) feet wide, being twenty (20.00) feet on each side of the following described centerline:

ALSO PARCEL 24

Beginning on the north line of Section 30, Township 59 North, Range 4 West, B.M. at a point West, 10.71 feet from the northeast corner of said Section 30; thence South 33°30'00" West, 774.82 feet; thence South 12°29'00" East, 1,488.00 feet; thence South 19°39'00" East, 245.86 feet to the east line of said Section 30; thence continuing in

Section 29, Township 59 North, Range 4 West, B.M. South 19°39'00" East, 541.47 feet to the point of departure from state land.

A strip of land sixty (60.00) feet wide, being thirty (30.00) feet on each side of the following described centerlines:

ALSO PARCEL 25

Beginning at a point on the north line of Section 34, Township 59 North, Range 4 West, B.M., said point being east 1,056.00 feet, more or less, from the north one-quarter ($\frac{1}{4}$) corner of said Section 34, said point being the REAL POINT OF BEGINNING; thence South 6°11'43" East, 1,567.00 feet; thence South 6°28'17" East, 3,443.94 feet; thence South 6°14'32" East, 182.74 feet to a point on the south line of said Section 34.

ALSO PARCEL 26

Beginning on the north line of Section 3, Township 58 North, Range 4 West, B.M. at a point West, 1,294.00 feet from the northeast corner of said Section 3; thence South 6°14'32" East, 3,180.00 feet; thence South 6°13'02" East, 2,161.80 feet, more or less, to the south line of said Section 3.

ALSO PARCEL 27

Beginning on the north line of Section 10, Township 58 North, Range 4 West, B.M. at a point 462.00 feet, more or less, from the northeast corner of said Section 10; thence South 6°13'02" East, 2,060.00 feet; thence South 6°24'17" East, 2,654.52 feet to a point on the east line of said Section 10; thence continuing South 6°24'17" East, 530.00 feet to a point on the south line of Section 11, Township 58 North, Range 4 West, B.M.; thence continuing South 6°24'17" East, 2,555.07 feet; thence South 6°01'17" East, 961.40 feet; thence South 52°06'40" West, 597.30 feet to a point on the west line of Section 14, Township 58 North, Range 4 West, B.M.

ALSO PARCEL 28

Beginning on the south line of Section 15, Township 58 North, Range 4 West, B.M. at a point North 88°41'08" West, 1,389.26 feet from the southeast corner of said Section 15; thence North 10°17'14" East, 309.49 feet; thence North 52°06'40" East, 1,711.62 feet to a point on the east line of

said Section 15.

A strip of land forty (40.00) feet wide, being twenty (20.00) feet on each side of the following described centerlines:

ALSO PARCEL 29

Beginning on the west line of Section 36, Township 55 North, Range 3 West, B.M. at a point South, 53.00 feet from the west one-quarter ($\frac{1}{4}$) corner of said Section 36; thence North $89^{\circ}30'00''$ East, 58.00 feet; thence South $89^{\circ}00'00''$ East, 2,614.00 feet, more or less, to the east line of Government Lot 4 of said Section 36 and the point of departure from state land.

ALSO: Beginning on the south line of the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 36 at a point East, 615.00 feet from the southwest corner of said SW $\frac{1}{4}$ NE $\frac{1}{4}$; thence North $30^{\circ}00'00''$ East, 315.00 feet; thence North $6^{\circ}00'00''$ West, 106.00 feet, more or less.

ALSO PARCEL 30

Beginning on the west line of Section 4, Township 54 North, Range 4 West, B.M. at a point North, 2,090.00 feet from the southwest corner of said Section 4; thence North $51^{\circ}20'00''$ East, 880.00 feet to the north line of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 4 and the point of departure from state land.

ALSO PARCEL 31

Beginning on the north line of Section 36, Township 65 North, Range 2 West, B.M. at a point West, 1,103.00 feet from the northeast corner of said Section 36; thence South $41^{\circ}20'00''$ East, 662.00 feet; thence South $42^{\circ}00'00''$ East, 980.00 feet, more or less, to the east line of said Section 36 and the point of departure from state land.

ALSO PARCEL 32

Beginning on the west line of Section 16, Township 58 North, Range 2 West, B.M. at a point North, 1,070.00 feet, more or less, from the west one-quarter ($\frac{1}{4}$) corner of said Section 16; thence North $62^{\circ}00'00''$ East, 10.00 feet; thence underground North $82^{\circ}15'00''$ East, 127.00 feet; thence North $68^{\circ}15'00''$ East, 197.00 feet; thence North $59^{\circ}00'00''$ East, 91.00 feet; thence North $79^{\circ}45'00''$ East, 93.00 feet; thence North $73^{\circ}45'00''$ East, 142.00 feet; thence North $79^{\circ}00'00''$ East, 94.00 feet; thence North $78^{\circ}15'00''$ East, 56.00 feet;

thence North 54°00'00" East, 66.00 feet.

ALSO: Beginning on the west line of said Section 16, at a point North, 245.00 feet, more or less, from the west one-quarter ($\frac{1}{4}$) corner of said Section 16; thence underground South 43°30'00" East, 75.00 feet; thence South 47°30'00" East, 111.00 feet; thence South 41°30'00" East, 177.00 feet; thence South 60°00'00" East, 192.00 feet; thence South 45°00'00" East, 189.00 feet; thence South 34°45'00" East, 83.00 feet; thence South 60°30'00" East, 176.00 feet; thence South 31°15'00" East, 144.00 feet; thence South 49°00'00" East, 75.00 feet; thence South 63°15'00" East, 32.00 feet; thence South 71°15'00" East, 193.00 feet; thence South 88°45'00" East, 130.00 feet; thence North 69°30'00" East, 178.00 feet; thence South 86°45'00" East, 105.00 feet; thence South 0°15'00" West, 90.00 feet; thence South 52°00'00" West, 104.00 feet; thence South 37°15'00" West, 100.00 feet.

ALSO PARCEL 33

Beginning on the east line of Section 18, Township 58 North, Range 2 West, B.M. at a point North, 510.00 feet, more or less, from the southeast corner of said Section 18; thence underground North 64°30'00" West, 741.00 feet; thence North 55°15'00" West, 62.00 feet; thence North 54°15'00" West, 49.00 feet; thence North 46°30'00" West, 73.00 feet; thence North 61°15'00" West, 49.00 feet; thence South 32°00'00" West, 1,029.00 feet; thence South 21°45'00" West, 110.00 feet, more or less, to the south line of Section 18.

ALSO PARCEL 34

Beginning at a point South, 95.00 feet from the northwest corner of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 16, Township 55 North, Range 2 West, B.M.; thence South 87°30'00" East, 60.00 feet; thence North 73°45'00" East, 349.00 feet to the north line of said Section 16 and the point of departure from state land.

ALSO PARCEL 35

Beginning on the south line of Section 36, Township 62 North, Range 1 West, B.M. at a point East, 2,375.00 feet, more or less, from the southwest corner of said Section 36; thence North 4°00'00" West, 290.00 feet; thence North 5°30'00" West, 1,880.00 feet; thence North 9°45'00" East, 1,840.00 feet; thence North 42°00'00" East, 230.00 feet to

the north-south centerline of said Section 36 and the point of departure from state land.

ALSO PARCEL 36

Beginning on the west line of Section 16, Township 62 North, Range 3 East, B.M. at a point North, 20.00 feet, more or less, from the west one-quarter ($\frac{1}{4}$) corner of said Section 16; thence South $29^{\circ}00'00''$ East, 1,532.00 feet, more or less, to the south line of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 16 and the point of departure from state land.

ALSO: Beginning on the south line of said Section 16 at a point East, 1,510.00 feet, more or less, from the southwest corner of said Section 16; thence North $43^{\circ}00'00''$ West, 279.00 feet, more or less, to the west line of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 16 and the point of departure from state land.

ALSO PARCEL 37

A twenty (20.00) foot strip west of a centerline described as follows: Beginning at the southeast corner of Section 16, Township 61 North, Range 1 East, B.M.; thence along the east line of Section 16, North, 300.00 feet, more or less, to an existing road.

ALSO PARCEL 38

The north forty (40.00) feet of the south fifty (50.00) feet of the SW $\frac{1}{4}$ NE $\frac{1}{4}$, Section 36, Township 62 North, Range 1 East, B.M.

ALSO PARCEL 39

A strip twenty (20.00) feet wide along the east side of a centerline and ten (10.00) feet wide along the west side of said centerline which runs parallel to and thirty-five (35.00) feet east from the west line of the NW $\frac{1}{4}$ of Section 21 and the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 28, Township 55 North, Range 2 West, B.M.

ALSO PARCEL 40

A strip twenty (20.00) feet wide on the north and northeasterly side of a centerline described as follows: Beginning at a point North, 30.00 feet from the southwest corner of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 36, Township 58 North, Range 2 West, B.M.; thence East, 180.00 feet; thence South

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58°15'00" East, 57.00 feet to the south line of said Section 36 and the point of departure from state land.

ALSO PARCEL 41

The southerly 20.00 feet of Section 4, Township 54 North, Range 4 West, B.M.

ALSO PARCEL 42

The westerly 35.00 feet of the NW¼, Section 9, Township 57 North, Range 4 West, B.M.

ALSO PARCEL 43

A tract in the SE¼SE¼ of Section 5, Township 57 North, Range 4 West, B.M. including all of the state land lying easterly of a line described as follows: Beginning at the southeast corner of said Section 5, thence West, 25.00 feet along the south boundary of said Section 5 to a point, said point being the REAL POINT OF BEGINNING; thence North, 358.39 feet; thence North 14°24'00" East, 100.51 feet to a point on the east boundary of said Section 5.

ALSO PARCEL 44

A tract in the NW¼NE¼, Section 22, Township 58 North, Range 4 West, B.M., a strip thirty (30.00) feet on each side of a centerline described as follows: Beginning on the north line of said Section 22 at a point North 88°41'08" West, 1,389.26 feet from the northeast corner of said Section 22; thence South 10°17'14" West, 1,122.41 feet; thence South 37°25'07" West, 246.32 feet to the south line of said NW¼NE¼ of Section 22.

Subject to the following terms:

1. The boundary lines of said easement shall be prolonged or shortened to begin on and end on and conform to the property lines.
2. This easement was originally issued on November 20, 1974, for power lines across several parcels of state endowment land in Bonner, Boundary, and Kootenai Counties. The easement was amended on June 11, 1990, when portions of the power lines were upgraded to a 33,000 volt line which resulted in several parcels (Parcel Nos. 22, 23, 25, 26, 27, 28, and 42) being amended to include a wider right-of-way width and two (2) entirely new parcels (Parcel Nos. 43 and 44) and the second paragraph of Parcel 6 were added.

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The easement was amended again on *May 27*, 1999, to extend the length of the power line in the second paragraph of Parcel No. 3.

3. It is understood and agreed that the Grantee shall take measures to control noxious weeds within the easement boundary in accordance with Title 22, Chapter 24, Idaho Code. The Grantee shall cooperate with any state or other agency authorized to undertake programs for control or eradication of noxious weeds. Failure to comply would be justification for the Grantor to terminate the easement.

4. It is fully understood and agreed that if any future road construction or reconstruction affects the power line it will be the sole responsibility and expense of the Grantee for removing, relocating, and reinstalling of said power line necessitated by such construction or reconstruction. The Grantee agrees to move the power line within ninety (90) days after receiving written notice from the Grantor that new construction or improvements are planned.

5. Prior to performing construction, reconstruction, or maintenance to a degree that will cause soil disturbance, the cutting of trees, and the killing of vegetation, the Grantee will obtain written authorization from the Grantor. The authorization will provide for appropriate operating and reclamation procedures such as leveling the ground surface and reseeding of vegetation if necessary; payment for timber removed at rates determined by the Grantor; provision for slash removal; prevention of erosion; and any other special provisions appropriate to protect the land and other resources.

6. The Grantee will comply with all State laws and with all rules and regulations of the State Board of Land Commissioners pertaining to watershed protection and with the Stream Channel Protection Act as designated in Chapter 38, Title 42 of the Idaho Code.

7. The Grantee shall indemnify and hold harmless the Grantor and its representatives against and from any and all demands, claims, or liabilities of every nature whatsoever, arising directly or indirectly from or in any way connected with the use authorized under this easement.

8. The Grantor reserves to itself, its successors and assigns, all timber, present and future, within the easement area.

9. Upon termination or abandonment, the Grantee shall have six (6) months from the date of receipt of the final notice to

remove any facilities or improvements.

10. This easement is issued by the authority of the Rules for Easements on State Land approved by State Board of Land Commissioners on August 19, 1986, and which became effective on September 9, 1986.

11. If the easement is not used for the specified purpose for any five (5) year period, the Grantor may declare, in writing, such easement forfeited and the use of the lands will revert to the Grantor or to the record owner of the lands.

It is understood and agreed that this easement is being issued subject to the following existing State of Idaho Easements:

No. 339½ issued to Kaniksu National Forest for road purposes as recorded in Land Board Minutes, August 28, 1925.

No. 848 issued to Northern Idaho Rural Electric Rehabilitation Association on October 23, 1947 for the purpose of a powerline.

No. 995 issued to Bonner County on November 9, 1950 for road purposes.

No. 1030 issued to Washington Water Power Company on May 24, 1951 for the purpose of a transmission line.

No. 2153 issued to Bonner County on March 10, 1955 for the purpose of a public road.

No. 2299 issued to Northern Lights, Inc. on March 21, 1974 for the purpose of a powerline.

No. 2365 issued to Northern Lights, Inc. on July 16, 1958 for the purpose of a powerline.

No. 2545 issued to Rex Sutton on February 2, 1961 for the purpose of a public roadway. (NOTE: This easement was cancelled by the State Board of Land Commissioners on June 10, 1977.)

No. 2722 issued to the United States of America (from the Fish and Game Department) on November 14, 1967 for the purpose of public recreation.

No. 2723 issued to Fish and Game Department on October 28, 1963 for the purpose of fish hatching operation.

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No. 3022 issued to Kaniksu National Forest on May 5, 1967 for road purposes.

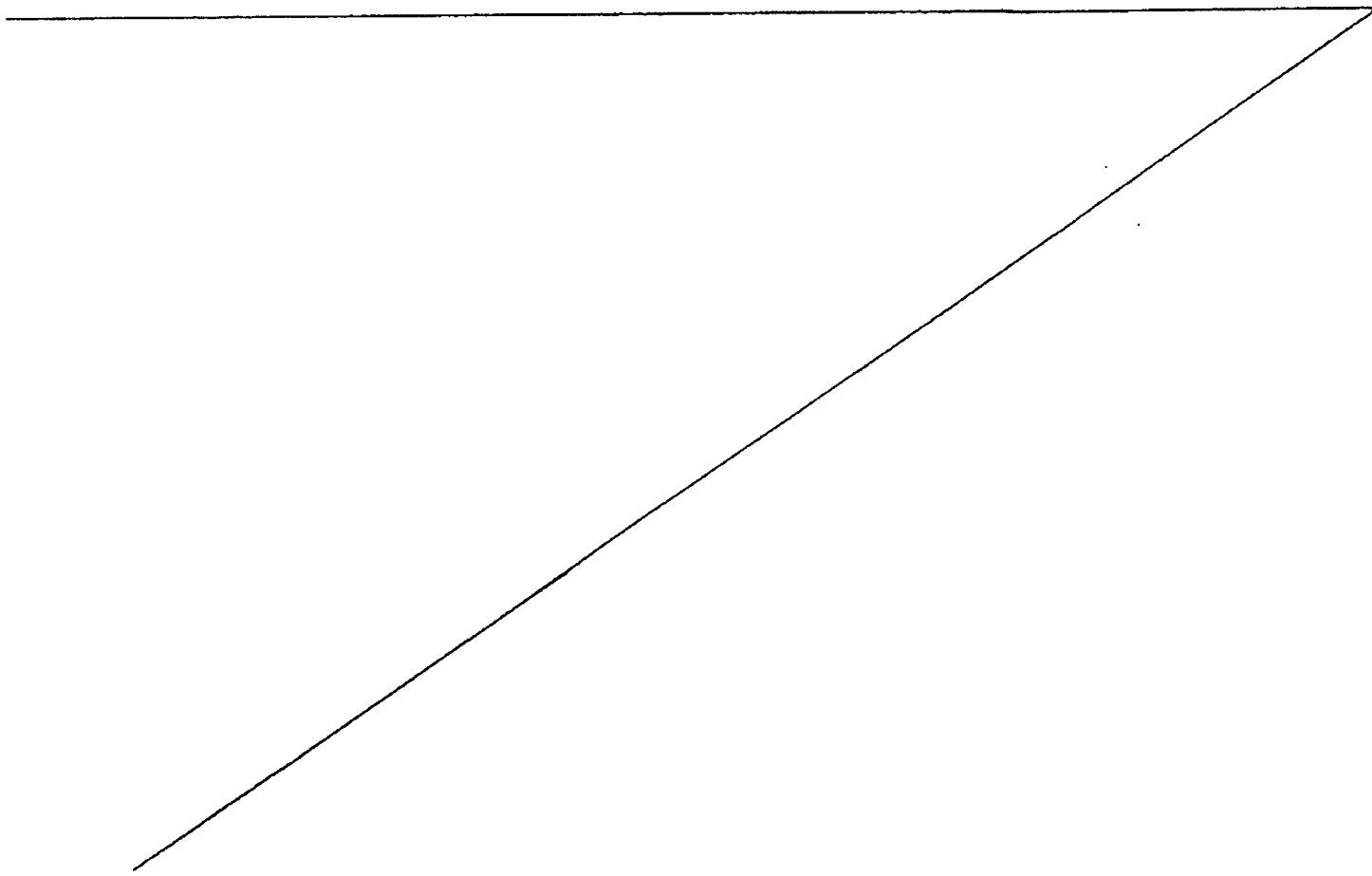
No. 3073 issued to General Telephone Company of the Northwest on February 13, 1968 for the purpose of submarine and buried telephone cables.

No. 3092 issued to General Telephone Company of the Northwest on June 17, 1968 for the purpose submarine and buried telephone cables.

No. 4016 issued to General Telephone Company of the Northwest on November 21, 1974 for the purpose of an aerial telephone cable.

No. 4294 issued to Coolin Sewer District on August 29, 1974 for the purpose of a sewerline.

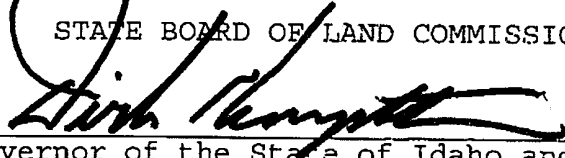
No. 4461 issued to Cougar Creek Water Users Association on August 7, 1974 for the purpose of a waterline.



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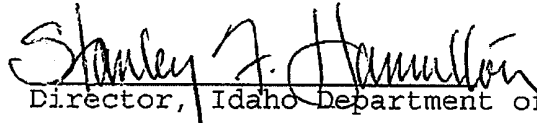
IN WITNESS WHEREOF, the State Board of Land Commissioners has caused these presents to be executed by its President, the Governor of the State of Idaho, and countersigned by the Secretary of State and the Director, Idaho Department of Lands.

STATE BOARD OF LAND COMMISSIONERS



Governor of the State of Idaho and
President of the State Board
of Land Commissioners

Countersigned:

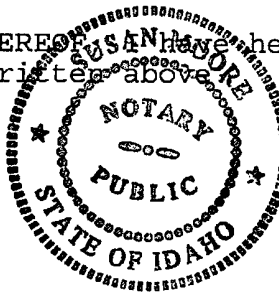

Secretary of State
Director, Idaho Department of Lands

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STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this 27th day of May, 1999,
before me, a Notary Public in and for said State, personally
appeared DIRK KEMPTHORNE, known to me to be the Governor of the
State of Idaho and President of the State Board of Land
Commissioners; PETE T. CENARRUSA, known to me to be the Secretary
of State for the State of Idaho; and STANLEY F. HAMILTON, known
to me to be the Director of Department of Lands of the State of
Idaho, that executed the same instrument and acknowledged to me
that such State of Idaho and State Board of Land Commissioners
executed same.

IN WITNESS WHEREOF, I, Susan Moore, have hereunto set my hand and seal on
the day and year written above.



Susan Moore
NOTARY PUBLIC for Idaho
Residing at Boise, Idaho
My Commission expires: 6-8-2001

AMENDED

STATE OF IDAHO

EASEMENT NO. 4479-A

THIS INDENTURE, made this 11th day of June, 1990, by and between the STATE OF IDAHO, Department of Lands, State Capitol Building, Boise, ID 83720, acting by and through the State Board of Land Commissioners, as party of the first part (Grantor), and NORTHERN LIGHTS, INC., Box 310, Sandpoint, ID 83864, as party of the second part (Grantee);

WITNESSETH: That for and in consideration of the sum of ONE THOUSAND THREE HUNDRED THIRTY-SIX AND 31/100ths DOLLARS (\$1,336.31), lawful money of the United States of America, receipt whereof was previously receipted and acknowledged on December 27, 1974, the Grantor does hereby grant to the Grantee, an easement for the purpose of constructing, using, and maintaining a powerline over and across the following described lands situated in BONNER, BOUNDARY, AND KOOTENAI COUNTIES, State of Idaho, to-wit:

A strip of land forty (40.00) feet wide being twenty (20.00) feet on each side of the following described centerlines:

PARCEL 1

Beginning at a point West, 216.00 feet from the northeast corner of Section 36, Township 57 North, Range 5 West, B.M.; thence South 10°00'00" East, 95.00 feet; thence South, 165.00 feet.

ALSO PARCEL 2

Beginning at Pole No. AA-324-73-131, said pole being North, 550.00 feet and East, 815.00 feet from the west one-quarter ($\frac{1}{4}$) corner of Section 27, Township 61 North, Range 4 West, B.M.; thence South 6°35'00" West, 257.00 feet; thence South 9°20'00" West, 502.00 feet; thence South 2°05'00" East, 1,197.00 feet; thence South 4°30'00" West, 768.00 feet.

ALSO PARCEL 3

Beginning at Pole No. AA-324-73-152, said pole being South, 60.00 feet and West, 115.00 feet from the southeast corner of Government Lot 6, Section 28, Township 61 North, Range 4 West, B.M.; thence North 1°00'00" East, 894.00 feet; thence North 0°55'00" West, 950.00 feet; thence North 17°55'00" West, 299.00 feet to Pole No. AA-324-73-157 which is a pole on a powerline covered by State of Idaho Easement No. 2365; thence from Pole No. AA-324-73-157 North 57°05'00" West, 745.00 feet to Pole No. AA-324-73-157-2; thence continuing

North 57°05'00" West, 625.00 feet.

ALSO: Beginning at Pole No. AA-324-157-2; thence North 24°30'00" East, 401.00 feet.

ALSO: Beginning at said Pole No. AA-324-73-152, thence North 69°10'00" West, 138.00 feet.

ALSO: Beginning at Pole No. AA-324-73-151, said pole being South, 260.00 feet and East, 80.00 feet from the southeast corner of said Government Lot 6, thence South 16°15'00" West, 255.00 feet.

ALSO: Beginning at Pole No. AA-324-73-149, said pole being South, 755.00 feet and East, 530.00 feet from the southeast corner of said Lot 6; thence South 74°00'00" West, 245.00 feet.

ALSO: Beginning at Pole No. AA-324-73-142, said pole being North, 475.00 feet and East, 770.00 feet from the south one-quarter ($\frac{1}{4}$) corner of said Section 28; thence South 42°35'00" East, 163.00 feet.

ALSO: Beginning at Pole No. AA-324-73-139, said pole being South, 1,345.00 feet and West, 1,000.00 feet from the east one-quarter ($\frac{1}{4}$) corner of said Section 28; thence South 55°30'00" East, 155.00 feet.

ALSO: Beginning at Pole No. AA-324-73-137A, said pole being South, 1,015.00 feet and West, 695.00 feet from the east one-quarter ($\frac{1}{4}$) corner of said Section 28; thence South 55°40'00" East, 191.00 feet.

ALSO: Beginning at Pole No. AA-324-73-136, said pole being South, 625.00 feet and West, 435.00 feet from the east one-quarter ($\frac{1}{4}$) corner of said Section 28; thence South 70°20'00" East, 235.00 feet.

ALSO PARCEL 4

Beginning at Pole No. AA-324-73-145, said pole being South, 175.00 feet and West, 90.00 feet from the north one-quarter ($\frac{1}{4}$) corner of Section 33, Township 61 North, Range 4 West, B.M.; thence South 2°45'00" West, 240.00 feet.

ALSO: Beginning at Pole No. AA-324-73-144, said pole being East, 165.00 feet from the north one-quarter ($\frac{1}{4}$) corner of said Section 33; thence South 37°20'00" East, 229.00 feet.

ALSO PARCEL 5

Beginning at Pole No. AA-324-73-97, said pole being North, 780.00 feet and West, 335.00 feet from the southeast corner of Section 34, Township 61 North, Range 4 West, B.M., thence North 77°30'00" West, 150.00 feet.

ALSO PARCEL 6

Beginning at a point South 53°30'00" West, 980.00 feet, more or less, from the east one-quarter ($\frac{1}{4}$) corner of Section 3, Township 60 North, Range 4 West, B.M.; thence South 84°30'00" West, 421.78 feet to a point East, 95.37 feet from the westerly corner between state lease lots 130 and 131.

ALSO: Beginning at a point South 53°30'00" West, 980.00 feet, more or less, from the east one-quarter ($\frac{1}{4}$) corner of Section 3, Township 60 North, Range 4 West, B.M.; thence South 84°30'00" West, 305.00 feet to new insert Pole No. PE80-2A, said pole being the REAL POINT OF BEGINNING; thence South 3°30'00" West, 230.00 feet to new transformer pole location PE80-2A-1.

ALSO PARCEL 7

Beginning at Pole No. AA-324-73-88, said pole being North, 1,280.00 feet and West, 1,240.00 feet from the east one-quarter ($\frac{1}{4}$) corner of Section 3, Township 60 North, Range 4 West, B.M.; thence North 80°40'00" West, 420.00 feet.

ALSO: Beginning at Pole No. AA-324-73-86, said pole being North, 680.00 feet and West, 1,285.00 feet from the east one-quarter ($\frac{1}{4}$) corner of said Section 3; thence South 79°30'00" West, 956.00 feet; thence South 5°15'00" East, 229.00 feet; thence South 61°00'00" West, 141.00 feet; thence South 44°15'00" West, 276.00 feet to a point on the natural or ordinary high water mark of the east shore of Priest Lake.

ALSO: Beginning at Pole No. AA-342-73-78, said pole being North, 1,290.00 feet and West, 960.00 feet from the southeast corner of said Section 3, thence South 83°55'00" West, 163.00 feet.

ALSO PARCEL 8

Beginning at Pole No. AA-324-73-64, said pole being West 295.00 feet from the east one-quarter ($\frac{1}{4}$) corner of Section 10, Township 60 North, Range 4 West, B.M.; thence South 76°40'00" West, 328.00 feet.

ALSO: Beginning at Pole No. AA-324-73-63, said pole being South, 220.00 feet and West, 160.00 feet from the east one-quarter ($\frac{1}{4}$) corner of said Section 10, thence South 34°20'00" West, 501.00 feet.

ALSO PARCEL 9

Beginning on the south line of Section 22, Township 60 North, Range 4 West, B.M., a point West, 2,230.00 feet from the south one-quarter ($\frac{1}{4}$) corner of said Section 22; thence North 9°55'00" West, 1,420.00 feet; thence North 16°20'00" East, 1,145.00 feet; thence North 26°55'00" East, 365.00 feet; thence North 23°20'00" East, 615.00 feet; thence North 34°30'00" East, 240.00 feet; thence South 65°45'00" East, 700.00 feet; thence South 84°00'00" East, 470.00 feet; thence North 70°00'00" East, 325.00 feet; thence North 65°55'00" East, 265.00 feet to Pole No. AA-324-55-57.

ALSO PARCEL 10

Beginning on the south line of Section 22, Township 60 North, Range 4 West, B.M. at a point East, 1,060.00 feet from the south one-quarter ($\frac{1}{4}$) corner of said Section 22; thence North 7°45'00" West, 800.00 feet to Pole No. AA-324-86.

ALSO PARCEL 11

Beginning at Pole No. AA-324-73-19 back or Pole No. AA-324-73-21 ahead, said pole being North, 1,025.00 feet and West, 1,270.00 feet from the south one-quarter ($\frac{1}{4}$) corner of Section 23, Township 60 North, Range 4 West, B.M.; thence South 1°15'00" West, 250.00 feet.

ALSO PARCEL 12

Beginning at Pole No. AA-324-73-10, said pole being East, 1,755.00 feet and North, 1,115.00 feet from the west one-quarter ($\frac{1}{4}$) corner of Section 26, Township 60 North, Range 4 West, B.M.; thence North 57°40'00" West, 175.00 feet.

ALSO: Beginning on the southerly side of the Cavanaugh Bay Road at a point East, 1,526.00 feet and North, 311.00 feet from the west one-quarter ($\frac{1}{4}$) corner of said Section 26; thence South $11^{\circ}35'00''$ East, 320.00 feet.

ALSO PARCEL 13

Beginning on the west line of Section 26, Township 60 North, Range 4 West, B.M. at a point South, 175.00 feet from the west one-quarter ($\frac{1}{4}$) corner of said Section 26; thence North $84^{\circ}05'00''$ East, 550.00 feet; thence North $60^{\circ}15'00''$ East, 40.00 feet, more or less, to the REAL POINT OF BEGINNING; thence continuing North $60^{\circ}15'00''$ East, 440.00 feet, more or less, to the point of departure from state land.

ALSO PARCEL 14

Beginning on the east line of Section 28, Township 60 North, Range 4 West, B.M. at a point South, 1,595.00 feet from the north meander corner of Priest Lake between Sections 27 and 28, Township 60 North, Range 4 West, B.M.; thence North $78^{\circ}45'00''$ West, 165.00 feet to Pole No. AA-324-55-30; thence North $17^{\circ}25'00''$ East, 460.00 feet; thence North $20^{\circ}40'00''$ East, 55.00 feet to point of departure from state land.

ALSO: Beginning at said Pole No. AA-324-55-30; thence South $60^{\circ}20'00''$ West, 50.00 feet.

ALSO PARCEL 15

Beginning on the east line of Lot 1, Section 34, Township 60 North, Range 4 West, B.M. at a point South, 935.00 feet from the north one-quarter ($\frac{1}{4}$) corner of said Section 34; thence North $33^{\circ}35'00''$ West, 130.00 feet; thence North $25^{\circ}40'00''$ West, 615.00 feet to Pole No. AA-324-55-17; thence North $43^{\circ}45'00''$ West, 390.00 feet to the north line of said Section 34 and the point of departure from state land.

ALSO: Beginning at said Pole No. AA-324-55-17; thence South $38^{\circ}30'00''$ West, 270.00 feet.

ALSO PARCEL 16

Beginning on the north line of Lot 3, Section 3, Township 59 North, Range 4 West, B.M. at a point North $86^{\circ}45'00''$ West, 450.00 feet from the northeast corner of said Lot 3; thence South $23^{\circ}35'00''$ West, 1,440.00 feet to the south line of said Lot 3.

ALSO PARCEL 17

Beginning on the north line of Section 3, Township 59 North, Range 4 West, B.M. at a point westerly, 1,235.00 feet from the northeast corner of Section 3; thence South 23°45'00" West, 165.00 feet.

ALSO PARCEL 18

Beginning on the east line of Section 9, Township 59 North, Range 4 West, B.M. at a point North, 2,030.00 feet from the southeast corner of Section 9; thence North 79°25'00" West, 155.00 feet; thence South 18°15'00" West, 173.00 feet to the point of departure from state land.

ALSO PARCEL 19

Beginning on the south line of Section 15, Township 59 North, Range 4 West, B.M. westerly 495.00 feet from the south one-quarter ($\frac{1}{4}$) corner of said Section 15; thence North 4°54'00" West, 1,980.00 feet; thence North 8°54'00" West, 390.00 feet; thence North 16°54'00" West, 295.00 feet more or less, to the north line of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 15.

ALSO PARCEL 20

Beginning on the west line of Section 20, Township 59 North, Range 4 West, B.M. at a point North, 16.18 feet from the southwest corner of Section 20; thence North 33°30'00" East, 5.78 feet; thence North 1°38'00" East, 661.00 feet; thence North 11°15'00" West, 112.92 feet to the west line of said Section 20 and the point of departure from state land; thence continuing on private land North 11°15'00" West, 272.08 feet; thence North 87°05'00" East, 53.15 feet to a point of entry onto state land on the west line of said Section 20 at a point North, 1,062.00 feet from the southwest corner of said Section 20; thence on state land North 87°05'00" East, 3,349.00 feet; thence North 89°56'00" East, 370.00 feet; thence South 87°58'00" East, 1,566.00 feet to the east line of said Section 20.

ALSO PARCEL 21

Beginning on the west line of Section 21, Township 59 North, Range 4 West, B.M. at a point North, 1,420.00 feet from the southwest corner of said Section 21; thence South 87°58'00"

East, 1,225.00 feet; thence North 73°40'00" East, 4,460.00 feet to a point on the east line of Section 21.

ALSO PARCEL 22A

Beginning on the west line of Section 22, Township 59 North, Range 4 West, B.M. at a point North, 240.00 feet from the west one-quarter ($\frac{1}{4}$) corner of said Section 22; thence North 73°40'00" East, 1,376.00 feet to the east line of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 22 and the point of departure from state land.

A strip of land sixty (60.00) feet wide, being thirty (30.00) feet on each side of the following described centerlines:

ALSO PARCEL 22B

Beginning on the east and west centerline of Section 22, Township 59 North, Range 4 West, B.M. at a point 2,390.00 feet from the east one-quarter ($\frac{1}{4}$) corner of said Section 22, said point being the REAL POINT OF BEGINNING; thence South 1°22'22" West, 752.68 feet; thence South 6°08'47" East, 1,162.68 feet; thence South 1°13'20" West, 540.15 feet; thence South 16°46'02" East, 183.99 feet to a point on the south boundary of said Section 22 and the point of departure from state land.

ALSO PARCEL 23

Beginning on the north boundary of Section 27, Township 59 North, Range 4 West, B.M. at a point 2,260.00 feet west of the northeast corner of said Section 27, said point being the REAL POINT OF BEGINNING; thence South 16°46'02" East, 655.00 feet; thence South 6°12'47" East, 2,206.81 feet; thence South 6°11'43" East, 2,399.47 feet to a point on the south boundary of said Section 27.

A strip of land forty (40.00) feet wide, being twenty (20.00) feet on each side of the following described centerline:

ALSO PARCEL 24

Beginning on the north line of Section 30, Township 59 North, Range 4 West, B.M. at a point West, 10.71 feet from the northeast corner of said Section 30; thence South 33°30'00" West, 774.82 feet; thence South 12°29'00" East, 1,488.00 feet; thence South 19°39'00" East, 245.86 feet to the east line of said Section 30; thence continuing in

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Section 29, Township 59 North, Range 4 West, B.M. South
19°39'00" East, 541.47 feet to the point of departure from
state land.

A strip of land sixty (60.00) feet wide, being thirty
(30.00) feet on each side of the following described centerlines:

ALSO PARCEL 25

Beginning at a point on the north line of Section 34,
Township 59 North, Range 4 West, B.M., said point being east
1,056.00 feet, more or less, from the north one-quarter ($\frac{1}{4}$)
corner of said Section 34, said point being the REAL POINT
OF BEGINNING; thence South 6°11'43" East, 1,567.00 feet;
thence South 6°28'17" East, 3,443.94 feet; thence South
6°14'32" East, 182.74 feet to a point on the south line of
said Section 34.

ALSO PARCEL 26

Beginning on the north line of Section 3, Township 58 North,
Range 4 West, B.M. at a point West, 1,294.00 feet from the
northeast corner of said Section 3; thence South 6°14'32"
East, 3,180.00 feet; thence South 6°13'02" East, 2,161.80
feet, more or less, to the south line of said Section 3.

ALSO PARCEL 27

Beginning on the north line of Section 10, Township 58
North, Range 4 West, B.M. at a point 462.00 feet, more or
less, from the northeast corner of said Section 10; thence
South 6°13'02" East, 2,060.00 feet; thence South 6°24'17"
East, 2,654.52 feet to a point on the east line of said
Section 10; thence continuing South 6°24'17" East, 530.00
feet to a point on the south line of Section 11, Township 58
North, Range 4 West, B.M.; thence continuing South 6°24'17"
East, 2,555.07 feet; thence South 6°01'17" East, 961.40
feet; thence South 52°06'40" West, 597.30 feet to a point on
the west line of Section 14, Township 58 North, Range 4
West, B.M.

ALSO PARCEL 28

Beginning on the south line of Section 15, Township 58
North, Range 4 West, B.M. at a point North 88°41'08" West,
1,389.26 feet from the southeast corner of said Section 15;
thence North 10°17'14" East, 309.49 feet; thence North
52°06'40" East, 1,711.62 feet to a point on the east line of

said Section 15.

A strip of land forty (40.00) feet wide, being twenty (20.00) feet on each side of the following described centerlines:

ALSO PARCEL 29

Beginning on the west line of Section 36, Township 55 North, Range 3 West, B.M. at a point South, 53.00 feet from the west one-quarter ($\frac{1}{4}$) corner of said Section 36; thence North $89^{\circ}30'00''$ East, 58.00 feet; thence South $89^{\circ}00'00''$ East, 2,614.00 feet, more or less, to the east line of Government Lot 4 of said Section 36 and the point of departure from state land.

ALSO: Beginning on the south line of the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 36 at a point East, 615.00 feet from the southwest corner of said SW $\frac{1}{4}$ NE $\frac{1}{4}$; thence North $30^{\circ}00'00''$ East, 315.00 feet; thence North $6^{\circ}00'00''$ West, 106.00 feet, more or less.

ALSO PARCEL 30

Beginning on the west line of Section 4, Township 54 North, Range 4 West, B.M. at a point North, 2,090.00 feet from the southwest corner of said Section 4; thence North $51^{\circ}20'00''$ East, 880.00 feet to the north line of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 4 and the point of departure from state land.

ALSO PARCEL 31

Beginning on the north line of Section 36, Township 65 North, Range 2 West, B.M. at a point West, 1,103.00 feet from the northeast corner of said Section 36; thence South $41^{\circ}20'00''$ East, 662.00 feet; thence South $42^{\circ}00'00''$ East, 980.00 feet, more or less, to the east line of said Section 36 and the point of departure from state land.

ALSO PARCEL 32

Beginning on the west line of Section 16, Township 58 North, Range 2 West, B.M. at a point North, 1,070.00 feet, more or less, from the west one-quarter ($\frac{1}{4}$) corner of said Section 16; thence North $62^{\circ}00'00''$ East, 10.00 feet; thence underground North $82^{\circ}15'00''$ East, 127.00 feet; thence North $68^{\circ}15'00''$ East, 197.00 feet; thence North $59^{\circ}00'00''$ East, 91.00 feet; thence North $79^{\circ}45'00''$ East, 93.00 feet; thence North $73^{\circ}45'00''$ East, 142.00 feet; thence North $79^{\circ}00'00''$ East, 94.00 feet; thence North $78^{\circ}15'00''$ East, 56.00 feet;

thence North 54°00'00" East, 66.00 feet.

ALSO: Beginning on the west line of said Section 16, at a point North, 245.00 feet, more or less, from the west one-quarter ($\frac{1}{4}$) corner of said Section 16; thence underground South 43°30'00" East, 75.00 feet; thence South 47°30'00" East, 111.00 feet; thence South 41°30'00" East, 177.00 feet; thence South 60°00'00" East, 192.00 feet; thence South 45°00'00" East, 189.00 feet; thence South 34°45'00" East, 83.00 feet; thence South 60°30'00" East, 176.00 feet; thence South 31°15'00" East, 144.00 feet; thence South 49°00'00" East, 75.00 feet; thence South 63°15'00" East, 32.00 feet; thence South 71°15'00" East, 193.00 feet; thence South 88°45'00" East, 130.00 feet; thence North 69°30'00" East, 178.00 feet; thence South 86°45'00" East, 105.00 feet; thence South 0°15'00" West, 90.00 feet; thence South 52°00'00" West, 104.00 feet; thence South 37°15'00" West, 100.00 feet.

ALSO PARCEL 33

Beginning on the east line of Section 18, Township 58 North, Range 2 West, B.M. at a point North, 510.00 feet, more or less, from the southeast corner of said Section 18; thence underground North 64°30'00" West, 741.00 feet; thence North 55°15'00" West, 62.00 feet; thence North 54°15'00" West, 49.00 feet; thence North 46°30'00" West, 73.00 feet; thence North 61°15'00" West, 49.00 feet; thence South 32°00'00" West, 1,029.00 feet; thence South 21°45'00" West, 110.00 feet, more or less, to the south line of Section 18.

ALSO PARCEL 34

Beginning at a point South, 95.00 feet from the northwest corner of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 16, Township 55 North, Range 2 West, B.M.; thence South 87°30'00" East, 60.00 feet; thence North 73°45'00" East, 349.00 feet to the north line of said Section 16 and the point of departure from state land.

ALSO PARCEL 35

Beginning on the south line of Section 36, Township 62 North, Range 1 West, B.M. at a point East, 2,375.00 feet, more or less, from the southwest corner of said Section 36; thence North 4°00'00" West, 290.00 feet; thence North 5°30'00" West, 1,880.00 feet; thence North 9°45'00" East, 1,840.00 feet; thence North 42°00'00" East, 230.00 feet to

the north-south centerline of said Section 36 and the point of departure from state land.

ALSO PARCEL 36

Beginning on the west line of Section 16, Township 62 North, Range 3 East, B.M. at a point North, 20.00 feet, more or less, from the west one-quarter ($\frac{1}{4}$) corner of said Section 16; thence South $29^{\circ}00'00''$ East, 1,532.00 feet, more or less, to the south line of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 16 and the point of departure from state land.

ALSO: Beginning on the south line of said Section 16 at a point East, 1,510.00 feet, more or less, from the southwest corner of said Section 16; thence North $43^{\circ}00'00''$ West, 279.00 feet, more or less, to the west line of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 16 and the point of departure from state land.

ALSO PARCEL 37

A twenty (20.00) foot strip west of a centerline described as follows: Beginning at the southeast corner of Section 16, Township 61 North, Range 1 East, B.M.; thence along the east line of Section 16, North, 300.00 feet, more or less, to an existing road.

ALSO PARCEL 38

The north forty (40.00) feet of the south fifty (50.00) feet of the SW $\frac{1}{4}$ NE $\frac{1}{4}$, Section 36, Township 62 North, Range 1 East, B.M.

ALSO PARCEL 39

A strip twenty (20.00) feet wide along the east side of a centerline and ten (10.00) feet wide along the west side of said centerline which runs parallel to and thirty-five (35.00) feet east from the west line of the NW $\frac{1}{4}$ of Section 21 and the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 28, Township 55 North, Range 2 West, B.M.

ALSO PARCEL 40

A strip twenty (20.00) feet wide on the north and northeasterly side of a centerline described as follows: Beginning at a point North, 30.00 feet from the southwest corner of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 36, Township 58 North, Range 2 West, B.M.; thence East, 180.00 feet; thence South

58°15'00" East, 57.00 feet to the south line of said Section 36 and the point of departure from state land.

ALSO PARCEL 41

The southerly 20.00 feet of Section 4, Township 54 North, Range 4 West, B.M.

ALSO PARCEL 42

The westerly 35.00 feet of the NW¼, Section 9, Township 57 North, Range 4 West, B.M.

ALSO PARCEL 43

A tract in the SE¼SE¼ of Section 5, Township 57 North, Range 4 West, B.M. including all of the state land lying easterly of a line described as follows: Beginning at the southeast corner of said Section 5, thence West, 25.00 feet along the south boundary of said Section 5 to a point, said point being the REAL POINT OF BEGINNING; thence North, 358.39 feet; thence North 14°24'00" East, 100.51 feet to a point on the east boundary of said Section 5.

ALSO PARCEL 44

A tract in the NW¼NE¼, Section 22, Township 58 North, Range 4 West, B.M., a strip thirty (30.00) feet on each side of a centerline described as follows: Beginning on the north line of said Section 22 at a point North 88°41'08" West, 1,389.26 feet from the northeast corner of said Section 22; thence South 10°17'14" West, 1,122.41 feet; thence South 37°25'07" West, 246.32 feet to the south line of said NW¼NE¼ of Section 22.

Subject to the following terms:

1. The boundary lines of said easement shall be prolonged or shortened to begin on and end on and conform to the property lines.

2. This easement was originally issued on November 20, 1974 for powerlines on several parcels of state land in Bonner, Boundary, and Kootenai Counties. A portion of the original powerline is being upgraded to a 33,000 volt line. Therefore several parcels (Parcels 22, 23, 25, 26, 27, 28, and 42) have been revised to include a wider right-of-way and two new parcels (Parcels 43 and 44) have been added. Also the right-of-way was

lengthened on Parcel 6.

3. It is understood and agreed that the Grantee shall take measures to control noxious weeds within the easement boundary in accordance with Title 22, Chapter 24, Idaho Code. The Grantee shall cooperate with any state or other agency authorized to undertake programs for control or eradication of noxious weeds. Failure to comply would be justification for the Grantor to terminate the easement.

4. It is fully understood and agreed that if any future road construction or reconstruction affects the powerline it will be the sole responsibility and expense of the Grantee for removing, relocating, and reinstalling of said powerline necessitated by such construction or reconstruction. The Grantee agrees to move the powerline within ninety (90) days after receiving written notice from the Grantor that new construction or improvements are planned.

5. Prior to performing construction, reconstruction, or maintenance to a degree that will cause soil disturbance, the cutting of trees, and the killing of vegetation, the Grantee will obtain written authorization from the Grantor. The authorization will provide for appropriate operating and reclamation procedures such as leveling the ground surface and reseeding of vegetation if necessary; payment for timber removed at rates determined by the Grantor; provision for slash removal; prevention of erosion; and any other special provisions appropriate to protect the land and other resources.

6. The Grantee will comply with all State laws and with all rules and regulations of the State Board of Land Commissioners pertaining to watershed protection and with the Stream Channel Protection Act as designated in Chapter 38, Title 42 of the Idaho Code.

7. The Grantee shall indemnify and hold harmless the Grantor and its representatives against and from any and all demands, claims, or liabilities of every nature whatsoever, arising directly or indirectly from or in any way connected with the use authorized under this easement.

8. The Grantor reserves to itself, its successors and assigns, all timber, present and future, within the easement area.

9. Upon termination or abandonment, the Grantee shall have six (6) months from the date of receipt of the final notice to

remove any facilities or improvements.

10. This easement is issued by the authority of the Rules for Easements on State Land approved by State Board of Land Commissioners on August 19, 1986, and which became effective on September 9, 1986.

11. If the easement is not used for the specified purpose for any five (5) year period, the Grantor may declare, in writing, such easement forfeited and the use of the lands will revert to the Grantor or to the record owner of the lands.

It is understood and agreed that this easement is being issued subject to the following existing State of Idaho Easements:

No. 339½ issued to Kaniksu National Forest for road purposes as recorded in Land Board Minutes, August 28, 1925.

No. 848 issued to Northern Idaho Rural Electric Rehabilitation Association on October 23, 1947 for the purpose of a powerline.

No. 995 issued to Bonner County on November 9, 1950 for road purposes.

No. 1030 issued to Washington Water Power Company on May 24, 1951 for the purpose of a transmission line.

No. 2153 issued to Bonner County on March 10, 1955 for the purpose of a public road.

No. 2299 issued to Northern Lights, Inc. on March 21, 1974 for the purpose of a powerline.

No. 2365 issued to Northern Lights, Inc. on July 16, 1958 for the purpose of a powerline.

No. 2545 issued to Rex Sutton on February 2, 1961 for the purpose of a public roadway. (NOTE: This easement was cancelled by the State Board of Land Commissioners on June 10, 1977.)

No. 2722 issued to the United States of America (from the Fish and Game Department) on November 14, 1967 for the purpose of public recreation.

No. 2723 issued to Fish and Game Department on October 28, 1963 for the purpose of fish hatching operation.

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No. 3022 issued to Kaniksu National Forest on May 5, 1967 for road purposes.

No. 3073 issued to General Telephone Company of the Northwest on February 13, 1968 for the purpose of submarine and buried telephone cables.

No. 3092 issued to General Telephone Company of the Northwest on June 17, 1968 for the purpose submarine and buried telephone cables.

No. 4016 issued to General Telephone Company of the Northwest on November 21, 1974 for the purpose of an aerial telephone cable.


No. 4294 issued to Coolin Sewer District on August 29, 1974 for the purpose of a sewerline.

No. 4461 issued to Cougar Creek Water Users Association on August 7, 1974 for the purpose of a waterline.


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IN WITNESS WHEREOF, the State Board of Land Commissioners has caused these presents to be executed by its President, the Governor of the State of Idaho, and countersigned by the Secretary of State and the Director, Department of Lands.

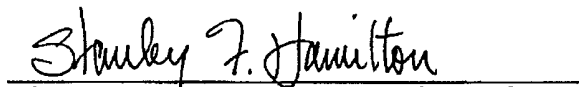
STATE BOARD OF LAND COMMISSIONERS


Governor of the State of Idaho
and President of the State Board
of Land Commissioners

Countersigned:


Secretary of State




Director, Department of Lands
DFM


* * * * *

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STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this 11th day of June, 1990,
before me, a Notary Public in and for said State, personally
appeared CECIL D. ANDRUS, known to me to be the Governor of the
State of Idaho and President of the State Board of Land
Commissioners; PETE T. CENARRUSA, known to me to be the Secretary
of State of the State of Idaho; and STANLEY F. HAMILTON, known to
me to be the Director of the Department of Lands of the State of
Idaho, that executed the said instrument and acknowledged to me
that such State of Idaho and State Board of Land Commissioners
executed same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on
the day and year last written above.



Notary Public
residing at Boise, Idaho

My Commission expires 3/26/96

STATE OF IDAHO EASEMENT

173469

NO. 4479-A

THIS INDENTURE, made this 20th day of November, 1974, by and between the STATE OF IDAHO, acting by and through the State Board of Land Commissioners, as party of the first part, and Northern Lights Inc, Box 310, Sandpoint, Idaho, as party of the second part;

WITNESSETH; That for and in consideration of the sum of ONE THOUSAND THREE HUNDRED THIRTY SIX AND 31/100 DOLLARS (\$1,336.31), lawful money of the United States of America, receipt whereof is hereby acknowledged, the party of the first part does hereby grant to the party of the second part an easement for the purpose of constructing a powerline over and across the following described lands situated in Bonner, Boundary and Kootenai Counties, State of Idaho, to-wit:

A strip of land 40 feet wide being 20 feet on each side of the following described centerlines:

Parcel 1

Beginning at a point West 216 feet from the northeast corner of Section 36, Township 57 North, Range 5 West, Boise Meridian; thence South 10°0' East, 95 feet; thence South 165 feet.

ALSO Parcel 2

Beginning at Pole No. AA-324-73-131, said pole being North 550 feet and East 815 feet from the West ½ corner of Section 27, Township 61 North, Range 4 West, Boise Meridian; thence South 6°35' West, 257 feet; thence South 9°20' West, 502 feet; thence South 2°05' East, 1197 feet; thence South 4° 30' West, 768 feet.

ALSO Parcel 3

Beginning at Pole No. AA-324-73-152, said pole being South 60 feet and West 115 feet from the Southeast corner of Government Lot 6, Section 28, Township 61 North, Range 4 West, Boise Meridian; thence North 1°0' East, 894 feet; thence North 0°55' West, 950 feet; thence North 17°55' West, 299 feet to pole AA-324-73-157 which is the south end of a section of line covered by State of Idaho Easement No. 2365; thence from Pole No. AA-324-73-157 North 57°05' West, 745 feet to Pole No. AA-324-73-157-2; thence continuing North 57°05' West, 625 feet. ALSO: Beginning at Pole No. AA-324-73-157-2; thence North 24°30' East, 401 feet. ALSO; Beginning at said Pole No. AA-324-73-152, thence North 69°10' West, 138 feet. ALSO: Beginning at Pole No. AA-324-73-151, said pole being South 260 feet and East 80 feet from the Southeast corner of said Government Lot 6, thence South 16°15' West 255 feet. ALSO: Beginning at Pole No. AA-324-73-149, said pole being South 755 feet and East 530 feet from the Southeast corner of said Lot 6; thence South 74°0' West, 245 feet. ALSO: Beginning at Pole No. AA-324-73-142, said pole being North 475 feet and East 770 feet from the South ½ corner of said Section 28; thence South 42°35' East, 163 feet. ALSO: Beginning at Pole No. AA-324-73-139, said pole being south 1345 feet and West 1000 feet from the East ½ corner of said Section 28; thence South 55°30' East, 155 feet. ALSO: Beginning at Pole No. AA-324-73-137A, said pole being South 1015 feet and West 695 feet from the East ½ corner of said Section 28; thence South 55°40' East, 191 feet. ALSO: Beginning at Pole No. AA-324-73-136, said pole being South 625 feet and West 435 feet from the East ½ corner of said Section 28; thence South 70° 20' East, 235 feet.

ALSO Parcel 4

Beginning at Pole No. AA-324-73-145, said pole being South 175 feet and West 90 feet from the North ¼ corner of Section 33, Township 61 North, Range 4 West, Boise Meridian; thence South 2°45' West, 240 feet. ALSO: Beginning at Pole No. AA-324-73-144, said pole being East 165 feet from the North ¼ corner of said Section 33; thence South 37°20' East, 229 feet.

9-26-74
 State of Idaho
 Board of Land Commissioners
 State Capitol Building
 Boise, Idaho 83720
 Northern Lights
 619 main St
 Sandpoint, Idaho 83864
 for 80'

ALSO Parcel 5

Beginning at Pole No. AA-324-73-97, said pole being North 780 feet and West 335 feet from the Southeast corner of Section 34, Township 61 North, Range 4 West, Boise Meridian, thence North 77°30' West, 150 feet.

ALSO Parcel 6

Beginning at a point South 53°30' West, 980 feet more or less from the East $\frac{1}{4}$ corner of Section 3, Township 60 North, Range 4 West, Boise Meridian; thence South 84°30' West, 421.78 feet to a point due east 95.37 feet from the Westerly corner between State lease lots 130 and 131.

ALSO Parcel 7

Beginning at Pole No. AA-324-73-88, said pole being North 1280 feet and West 1240 feet from the East $\frac{1}{4}$ corner of Section 3, Township 60 North, Range 4 West, Boise Meridian; thence North 80°40' West, 420 feet. ALSO: Beginning at Pole No. AA-324-73-86, said pole being North 680 feet and West 1285 feet from the East $\frac{1}{4}$ corner of said Section 3; thence South 79°30' West, 956 feet; thence South 5°15' East, 229 feet; thence South 61°0' West, 141 feet; thence South 44°15' West, 276 feet to the east high water line of Priest Lake. ALSO: Beginning at Pole No. AA-324-73-78, said pole being North 1290 feet and West 960 feet from the Southeast corner of said Section 3, thence South 83°55' West, 163 feet.

ALSO Parcel 8

Beginning at Pole AA-324-73-64, said pole being West 295 feet from the East $\frac{1}{4}$ corner of Section 10, Township 60 North, Range 4 West, Boise Meridian; thence South 76°40' West, 328 feet. ALSO: Beginning at Pole No. AA-324-73-63, said pole being South 220 feet and West 160 feet from the East $\frac{1}{4}$ corner of said Section 10, thence South 34°20' West, 501 feet.

ALSO Parcel 9

Beginning on the South line of Section 22, Township 60 North, Range 4 West, Boise Meridian, a point West 2230 feet from the South quarter corner of said Section 22; thence North 9°55' West, 1420 feet; thence North 16°20' East, 1145 feet; thence North 26°55' East, 365 feet; thence North 23°20' East, 615 feet; thence North 34°30' East, 240 feet; thence South 65°45' East, 700 feet; thence South 84°0' East, 470 feet; thence North 70°0' East, 325 feet; thence North 65°55' East, 265 feet to Pole AA-324-55-57.

ALSO Parcel 10

Beginning on the South line of Section 22, Township 60 North, Range 4 West, Boise Meridian, at a point East 1060 feet from the South $\frac{1}{4}$ corner of said Section 22; thence North 7°45' West, 800 feet to Pole AA-324-86.

ALSO Parcel 11

Beginning at Pole No. AA-324-73-19 back or AA-324-73-21 ahead, said pole being North 1025 feet and West 1270 feet from the South $\frac{1}{4}$ corner of Section 23, Township 60 North, Range 4 West, Boise Meridian; thence South 1°15' West, 250 feet.

ALSO Parcel 12

Beginning at Pole AA-324-73-10, said pole being East 1755 feet and North 1115 feet from the West $\frac{1}{4}$ corner of Section 26, Township 60 North, Range 4 West, Boise Meridian; thence North 57°40' West, 175 feet. ALSO: Beginning on the Southerly side of the Cavanaugh Bay Road at a point East 1526 feet and North 311 feet from the West $\frac{1}{4}$ corner of said Section 26; thence South 11°35' East, 320 feet.

ALSO Parcel 13

Beginning on the West line of Section 26, Township 60 North, Range 4 West, Boise Meridian at a point South 175 feet from the West $\frac{1}{4}$ corner of said Section 26; thence North $84^{\circ}05'$ East, 550 feet; thence North $60^{\circ}15'$ East, 40 feet more or less to the REAL POINT OF BEGINNING; thence continuing North $60^{\circ}15'$ East, 440 feet more or less to the point of departure from State land.

ALSO Parcel 14

Beginning on the East line of Section 28, Township 60 North, Range 4 West, Boise Meridian at a point South 1595 feet from the northern most meander corner between Sections 27 and 28, Township 60 North, Range 4 West, Boise Meridian; thence North $78^{\circ}45'$ West, 165 feet to Pole AA-324-55-30; thence North $17^{\circ}25'$ East, 460 feet; thence North $20^{\circ}40'$ East, 55 feet to point of departure from State land. ALSO, beginning at said Pole AA-324-55-30; thence South $60^{\circ}20'$ West, 50 feet.

ALSO Parcel 15

Beginning on the East line of Lot 1, Section 34, Township 60 North, Range 4 West, Boise Meridian at a point South 935 feet from the North $\frac{1}{4}$ corner of said Section 34; thence North $33^{\circ}35'$ West, 130 feet; thence North $25^{\circ}40'$ West, 615 feet to Pole AA-324-55-17; thence North $43^{\circ}45'$ West, 390 feet to the North line of said Section 34 and the point of departure from State land. ALSO, beginning at said Pole AA-324-55-17; thence South $38^{\circ}30'$ West, 270 feet.

ALSO Parcel 16

Beginning on the North line of Lot 3, Section 3, Township 59 North, Range 4 West, Boise Meridian at a point North $86^{\circ}45'$ West, 450 feet from the Northeast corner of said Lot 3; thence South $23^{\circ}35'$ West, 1440 feet to the south line of said Lot 3.

ALSO Parcel 17

Beginning on the North line of Section 3, Township 59 North, Range 4 West, Boise Meridian at a point westerly 1235 feet from the Northeast corner of Section 3; thence South $23^{\circ}45'$ West, 165 feet.

ALSO Parcel 18

Beginning on the East line of Section 9, Township 59 North, Range 4 West, Boise Meridian at a point North 2030 feet from the Southeast corner of Section 9; thence North $79^{\circ}25'$ West, 155 feet; thence South $18^{\circ}15'$ West, 173 feet to the point of departure from State land.

ALSO Parcel 19

Beginning on the South line of Section 15, Township 59 North, Range 4 West, Boise Meridian westerly 495 feet from the South $\frac{1}{4}$ corner of said Section 15; thence North $4^{\circ}54'$ West, 1980 feet; thence North $8^{\circ}54'$ West, 390 feet; thence North $16^{\circ}54'$ West, 295 feet more or less to the North line of the East Half ($\frac{E}{2}$) of the Southwest Quarter ($\frac{SW}{4}$) of said Section 15.

ALSO Parcel 20

Beginning on the West line of Section 20, Township 59 North, Range 4 West, Boise Meridian at a point North 16.18 feet from the SW corner of Section 20; thence North $33^{\circ}30'$ East, 5.78 feet; thence North $1^{\circ}38'$ East, 661 feet; thence North $11^{\circ}15'$ West, 112.92 feet to the West line of said Section 20 and the point of departure from State land; thence continuing on private land North $11^{\circ}15'$ West, 272.08 feet; thence North $87^{\circ}05'$ East, 53.15 feet to point of entry onto State land on the West line of said Section 20 at a point North 1062 feet from the SW corner of said Section 20; thence on State land North $87^{\circ}05'$ East, 3349 feet; thence North $89^{\circ}56'$ East, 370 feet; thence South $87^{\circ}58'$ East, 1566 feet to the east line of said Section 20.

ALSO Parcel 21

Beginning on the West line of Section 21, Township 59 North, Range 4 West, Boise Meridian at a point North 1420 feet from the SW corner of said Section 21; thence South 87°58' East, 1225 feet; thence North 73°40' East, 4460 feet to the East line of said Section 21.

✓ ALSO Parcel 22

Beginning on the West line of Section 22, Township 59 North, Range 4 West, Boise Meridian at a point North 240 feet from the West $\frac{1}{4}$ corner of said Section 22; thence North 73°40' East, 1376 feet to the East line of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 22 and the point of departure from State land. ALSO, beginning on the East and West centerline of said Section 22 at a point West 2390 feet from the East $\frac{1}{4}$ corner of said Section 22; thence South 0°42' East, 560 feet; thence South 12° 36' West, 525 feet; thence South 3°03' East, 930 feet; thence South 4°27' West, 540 feet; thence South 8°29' East, 120 feet to the south line of said Section 22.

✓ ALSO Parcel 23

Beginning on the North line of Section 27, Township 59 North, Range 4 West, Boise Meridian at a point East 250 feet from the North $\frac{1}{4}$ corner of said Section 27; thence South 08° 29' East, 724 feet; thence South 05° 39' East, 4615 feet to the South line of said Section 27. - 4.90 A

ALSO Parcel 24

Beginning on the North line of Section 30, Township 59 North, Range 4 West, Boise, Meridian at a point West 10.71 feet from the NE corner of said Section 30; thence South 33°30' West, 774.82 feet; thence South 12°29' East, 1488 feet; thence South 19°39' East, 245.86 feet to the East line of said Section 30; thence in Section 29, South 19°39' East, 541.47 feet to the point of departure from State land.

✓ ALSO Parcel 25

Beginning on the North line of Section 34, Township 59 North, Range 4 West, Boise Meridian at a point East 875 feet more or less from the North $\frac{1}{4}$ corner of said Section 34; thence South 5°39' East, 1240 feet; thence South 5°23' East, 3450 feet; thence South 5°13' East, 614 feet more or less to the South of said Section 34. 4.87 A

✓ ALSO Parcel 26

Beginning on the North line of Section 3, Township 58 North, Range 4 West, Boise Meridian at a point West 1294 feet more or less from the NE corner of said Section 3; thence South 5°13' East, 5277 feet more or less to the South line of Section 3. - 4.85 A

✓ ALSO Parcel 27

Beginning on the North line of Section 10, Township 58 North, Range 4 West, Boise Meridian at a point West 687 feet more or less from the NE corner of said Section 10; thence South 5°13' East, 2020 feet; thence South 5°19' East, 3062 feet to the East line of said Section 10; thence in Section 11, Township 58 North, Range 4 West, Boise Meridian South 5°19' East, 220 feet more or less to the South line of said Section 11; thence in Section 14, Township 58 North, Range 4 West, Boise Meridian South 5°19' East, 2650 feet; thence South 4°55' East, 1070 feet; thence South 7°14' West, 257 feet more or less to point of departure from State land. - 8.52 A

✓ ALSO Parcel 28

Beginning on the South line of Section 15, Township 58 North, Range 4 West, Boise Meridian at a point West 200 feet from the SE corner of said Section 15; thence North 34°45' East 175 feet; thence North 21°15' East 275 feet to the East line of said Section 15. - .41 A

ALSO Parcel 29

Beginning on the West line of Section 36, Township 55 North, Range 3 West, Boise Meridian at a point South 53 feet from the West $\frac{1}{4}$ corner of said Section 36; thence North $89^{\circ}30'$ East, 58 feet; thence South $89^{\circ}0'$ East, 2614 feet more or less to the East line of Government Lot 4, of said Section 36 and the point of departure from State land. ALSO beginning on the South line of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 36 at a point East 615 feet from the SW corner of said SW $\frac{1}{4}$ of the NE $\frac{1}{4}$; thence North $30^{\circ}0'$ East, 315 feet; thence North $6^{\circ}0'$ West, 106 feet more or less.

ALSO Parcel 30

Beginning on the West line of Section 4, Township 54 North, Range 4 West, Boise Meridian at a point North 2090 feet from the SW corner of said Section 4; thence North $51^{\circ}20'$ East, 880 feet to the North line of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 4 and the point of departure from State land.

ALSO Parcel 31

Beginning on the North line of Section 36, Township 65 North, Range 2 West, Boise Meridian at a point West 1103 feet from the NE corner of said Section 36; thence South $41^{\circ}20'$ East, 662 feet; thence South $42^{\circ}0'$ East, 980 feet more or less to the East line of said Section 36 and point of departure from State land.

ALSO Parcel 32

Beginning on the West line of Section 16, Township 58 North, Range 2 West, Boise Meridian at a point North 1070 feet more or less from the West $\frac{1}{4}$ corner of said Section 16; thence North $62^{\circ}0'$ East, 10 feet; thence underground North $82^{\circ}15'$ East 127 feet; thence North $68^{\circ}15'$ East 197 feet; thence North $59^{\circ}0'$ East 91 feet; thence North $79^{\circ}45'$ East 93 feet; thence North $73^{\circ}45'$ East 142 feet; thence North $79^{\circ}0'$ East 94 feet; thence North $78^{\circ}15'$ East 56 feet; thence North $54^{\circ}0'$ East 66 feet. ALSO beginning on the West line of said Section 16, at a point North 245 feet more or less from the West $\frac{1}{4}$ corner of said Section 16; thence underground South $43^{\circ}30'$ East 75 feet; thence South $47^{\circ}30'$ East 111 feet; thence South $41^{\circ}30'$ East 177 feet; thence South $60^{\circ}0'$ East 192 feet; thence South $45^{\circ}0'$ East 189 feet; thence South $34^{\circ}45'$ East 83 feet; thence South $60^{\circ}30'$ East 176 feet; thence South $31^{\circ}15'$ East 144 feet; thence South $49^{\circ}0'$ East 75 feet; thence South $63^{\circ}15'$ East 32 feet; thence South $71^{\circ}15'$ East 193 feet; thence South $88^{\circ}45'$ East 130 feet; thence North $69^{\circ}30'$ East 178 feet; thence South $86^{\circ}45'$ East 105 feet; thence South $0^{\circ}15'$ West 90 feet; thence South $52^{\circ}0'$ West 104 feet; thence South $37^{\circ}15'$ West 100 feet.

ALSO Parcel 33

Beginning on the East line of Section 18, Township 58 North, Range 2 West, Boise Meridian at a point North 510 feet more or less from the SE corner of said Section 18; thence underground North $64^{\circ}30'$ West 741 feet; thence North $55^{\circ}15'$ West 62 feet; thence North $54^{\circ}15'$ West 49 feet; thence North $46^{\circ}30'$ West 73 feet; thence North $61^{\circ}15'$ West 49 feet; thence South $32^{\circ}0'$ West 1029 feet; thence South $21^{\circ}45'$ West 110 feet more or less to the South line of Section 18.

ALSO Parcel 34

Beginning at a point South 95 feet from the NW corner of NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 16, Township 55 North, Range 2 West, Boise Meridian; thence South $87^{\circ}30'$ East 60 feet; thence North $73^{\circ}45'$ East 349 feet to the North line of said Section 16 and the point of departure from State land.

ALSO Parcel 35

Beginning on the South line of Section 36, Township 62 North, Range 1 West Boise Meridian at a point East 2375 feet more or less from the SW corner of said Section 36; thence North $4^{\circ}0'$ West 290 feet; thence North $5^{\circ}30'$ West 1880 feet; thence North $9^{\circ}45'$ East 1840 feet; thence North $42^{\circ}0'$ East 230 feet to the North South centerline of said Section 36 and the point of departure from State land.

ALSO Parcel 36

Beginning on the West line of Section 16, Township 62 North, Range 3 East, Boise Meridian at a point North 20 feet more or less from the West $\frac{1}{4}$ corner of said Section 16; thence South 29°0' East 1532 feet more or less to the South line of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 16 and the point of departure from State land. ALSO beginning on the South line of said Section 16 at a point East 1510 feet more or less from the SW corner of said Section 16; thence North 43°0' West 279 feet more or less to the West line of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 16 and the point of departure from State land.

ALSO Parcel 37

A 20 foot strip West of a centerline described as follows: Beginning at the SE corner of said Section 16, Township 61 North, Range 1 East, Boise Meridian; thence along the East line of Section 16, North 300 feet more or less to an existing road.

ALSO Parcel 38

The North 40 feet of the South 50 feet of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$, Section 36, Township 62 North, Range 1 East, Boise Meridian.

ALSO Parcel 39

A strip 20 feet wide along the East side of a centerline and 10 feet wide along the West side of said centerline which runs parallel to and 35 feet east from the West line of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$, Section 28, Township 55 North, Range 2 West, Boise Meridian, and the NW $\frac{1}{4}$ of Section 21, Township 55 North, Range 2 West, Boise Meridian.

ALSO Parcel 40

A strip 20 feet wide on the North and Northeasterly side of a centerline described as follows: Beginning at a point North 30 feet from the SW corner of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 36, Township 58 North, Range 2 West, Boise Meridian; thence East 180 feet; thence South 58°15' East 57 feet to the South line of said Section 36 and the point of departure from State land.

ALSO Parcel 41

The southerly 20 feet of Section 4, Township 54 North, Range 4 West, Boise Meridian.

ALSO Parcel 42

The westerly 20 feet of the NW $\frac{1}{4}$, Section 9, Township 57 North, Range 4 West, Boise Meridian.

Total area contained in this easement is 87.316 acres, more or less.

This easement is issued subject to the following terms:

1. Slash and debris created in line construction and recent maintenance on Parcel No. 25 above will be disposed of by the grantee.
2. The Grantee shall be required to submit a powerline maintenance plan to the local office of the Idaho Department of Lands at least thirty (30) days prior to proposed commencement of maintenance operations. The plan will include proposed methods of vegetation removal, disposition of danger trees, starting times, erosion control methods and fire hazard reduction methods. The maintenance plan must be approved by the Idaho Department of Lands.
3. It is fully understood and agreed that the future road construction and reconstruction may affect this line. It is further understood and agreed that any and all removing, relocating and reinstalling of said line necessitated by such construction or reconstruction shall be the sole responsibility, and at the expense of the party of the Second part. The party of the second part agreed to move the line within ninety (90) days after receiving written notice from the Department of Lands that new construction or improvements are planned, and moving of the line is required.

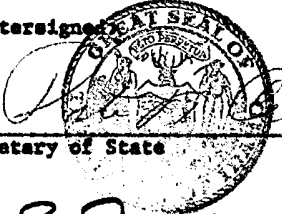
It is understood and agreed that this easement is being issued subject to the following existing State of Idaho Easements:


- No. 339½ to Kaniksu National Forest for road purposes as recorded in Land Board Minutes, August 28, 1925.
- No. 4294 to Coolin Sewer District for a sewer line dated August 29, 1974.
- No. 1030 to Washington Water Power Company for a transmission line dated May 24, 1951.
- No. 4461 to Cougar Creek Water Users Association for a water line dated August 7, 1974.
- No. 2299 to Northern Lights, Inc. for a power line dated March 21, 1974.
- No. 3092 to General Telephone Company of the Northwest dated June 17, 1968.
- No. 3022 to Kaniksu National Forest for road purposes dated May 5, 1967.
- No. 2153 to Bonner County for a public road dated March 10, 1955.
- No. 848 to Northern Idaho Rural Electric Rehabilitation Association for a powerline dated October 23, 1947.
- No. 2723 to Fish and Game Department for fish hatching operation dated October 28, 1963.
- No. 2722 to United States of America (from Fish and Game Dept.) for public recreation dated November 14, 1967.
- No. 995 to Bonner County for road purposes dated November 9, 1950.
- No. 3073 to General Telephone Company of the Northwest for submarine and buried telephone cables dated February 13, 1968.
- No. 2365 to Northern Lights, Inc. for a powerline dated July 16, 1958.
- No. 4016 to General Telephone Company of the Northwest for an aerial telephone cable dated November 21, 1974.
- No. 2545 to Rex Sutton for a public roadway dated February 2, 1961.

It is further understood and agreed that in the event the lands hereinabove described are not used for the purposes herein specified for any five year period, the State Board of Land Commissioners may declare such right of way forfeited and the use of the lands will revert back to the State of Idaho or to the record owner of the lands.

IN WITNESS WHEREOF, the State Board of Land Commissioners has caused these presents to be executed by its President, the Governor of the State of Idaho, and countersigned by the Secretary of State and the Director of the Department of Lands.

STATE BOARD OF LAND COMMISSIONERS

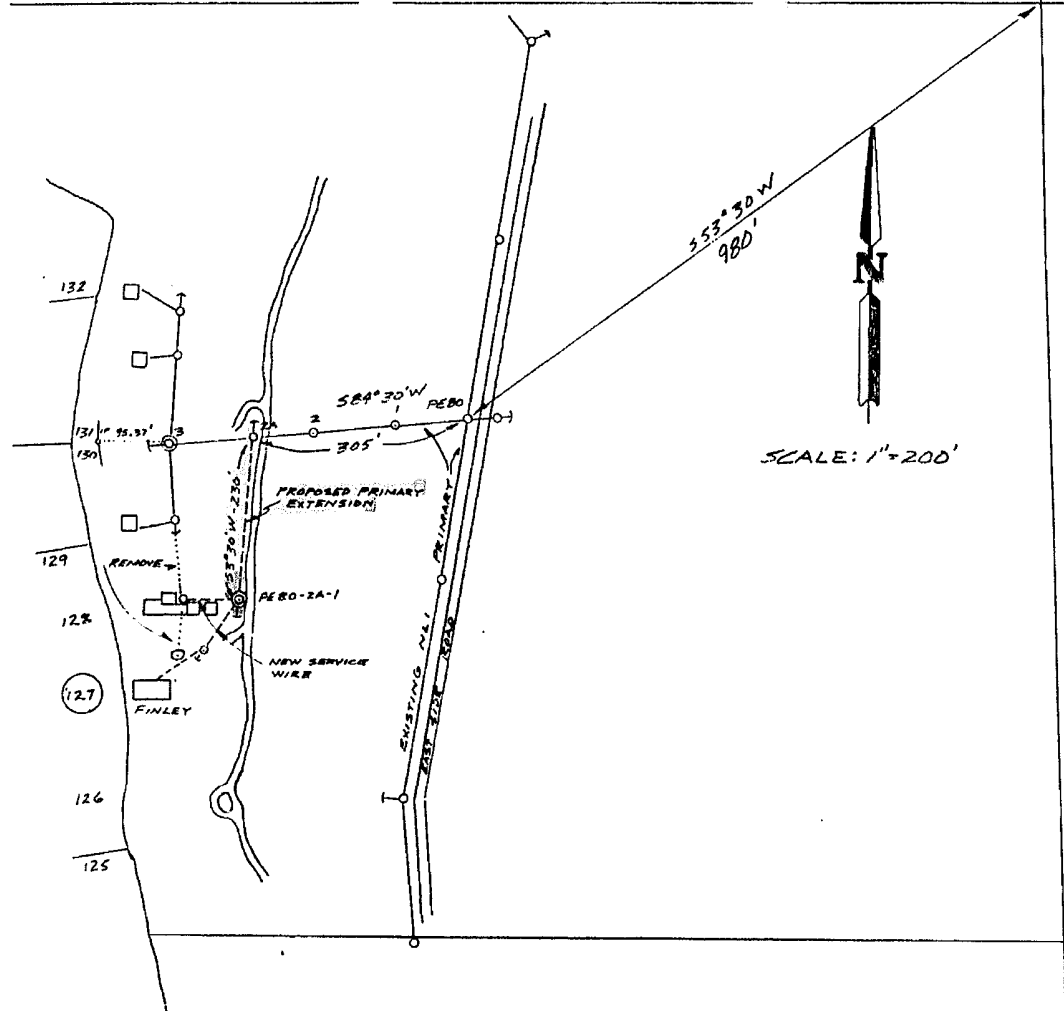
Countersigned

Secretary of State


Governor of the State of Idaho and
President of the State Board of
Land Commissioners


Director

W. J. M.

1/4 COR.



REVISED 3-5-90

Northern Lights, Inc.

PROPOSED NLI POWER LINE
IMPROVEMENT TO STATE LEASE
LOT 127 @ PRIEST LAKE IN SEC 3,
T60N, R4W, B.M., BONNER COUNTY
PRESENT CONDITIONS WARRANTS
THE INSTALLATION OF PRIMARY
POWER LINE EXTENSION.

90-5 2-23-90 By: RWM

③ ②
⑩ ⑪

STATE OF IDAHO EASEMENT

NO. 3073

Instrument # 861612
BONNER COUNTY, SANDPOINT, IDAHO
7-11-2014 09:44:23 No. of Pages: 3
Recorded for : FATCO
R. ANN DUTSON-SATER
Ex-Officio Recorder Deputy *AM* Fee: 0.00
Index to: MISC

THIS INDENTURE, made this 13th day of February, 19 68, by and between the STATE OF IDAHO, acting by and through the State Board of Land Commissioners, -----

as party of the first part, and GENERAL TELEPHONE COMPANY OF THE NORTHWEST of Coeur d'Alene, Idaho, as party of the second part;

WITNESSETH: That for and in consideration of the sum of ONE HUNDRED THIRTEEN and 65/100----- DOLLARS (\$113.65), lawful money of the United States of America, receipt whereof is hereby acknowledged, the party of the first part does hereby grant to the party of the second part an easement for the purpose of constructing submarine and buried telephone cables over and across the following described lands situated in Bonner County, State of Idaho, to-wit:

SEE ATTACHED PLAT MARKED EXHIBIT "A" MADE A PART HEREOF.

Subject easement lies in Sec's. 22, 26, 28 and 34, Twp. 60 N., Rge. 4 W., E.M. and contains 2.15 acres General and Indemnity School Fund Land.

This easement is issued subject to the following recommendations:

That all materials down or standing be cut and piled for burning, not just dozed aside.

It is further understood and agreed that in the event the lands hereinabove described are not used for the purposes herein specified for any five year period, the State Board of Land Commissioners may declare such right-of-way forfeited and the use of the lands will revert back to the State of Idaho or to the record owner of the lands.

IN WITNESS WHEREOF, the State Board of Land Commissioners has caused these presents to be executed by its President, the Governor of the State of Idaho, and countersigned by the Secretary of State and the State Land Commissioner.

Countersigned:

Pete P. Carrara
Secretary of State

J. C. Franking
State Land Commissioner

STATE BOARD OF LAND COMMISSIONERS

Don Samuelson
Governor of the State of Idaho and
President of the State Board of Land
Commissioners

State of _____)
County of _____) ss

On this _____ day of _____, 19____, before me, the undersigned, a notary public in and for said State, personally appeared _____

known to me to be the person whose name is/are subscribed to the foregoing instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year last written above.

Notary Public residing at

My commission expires _____

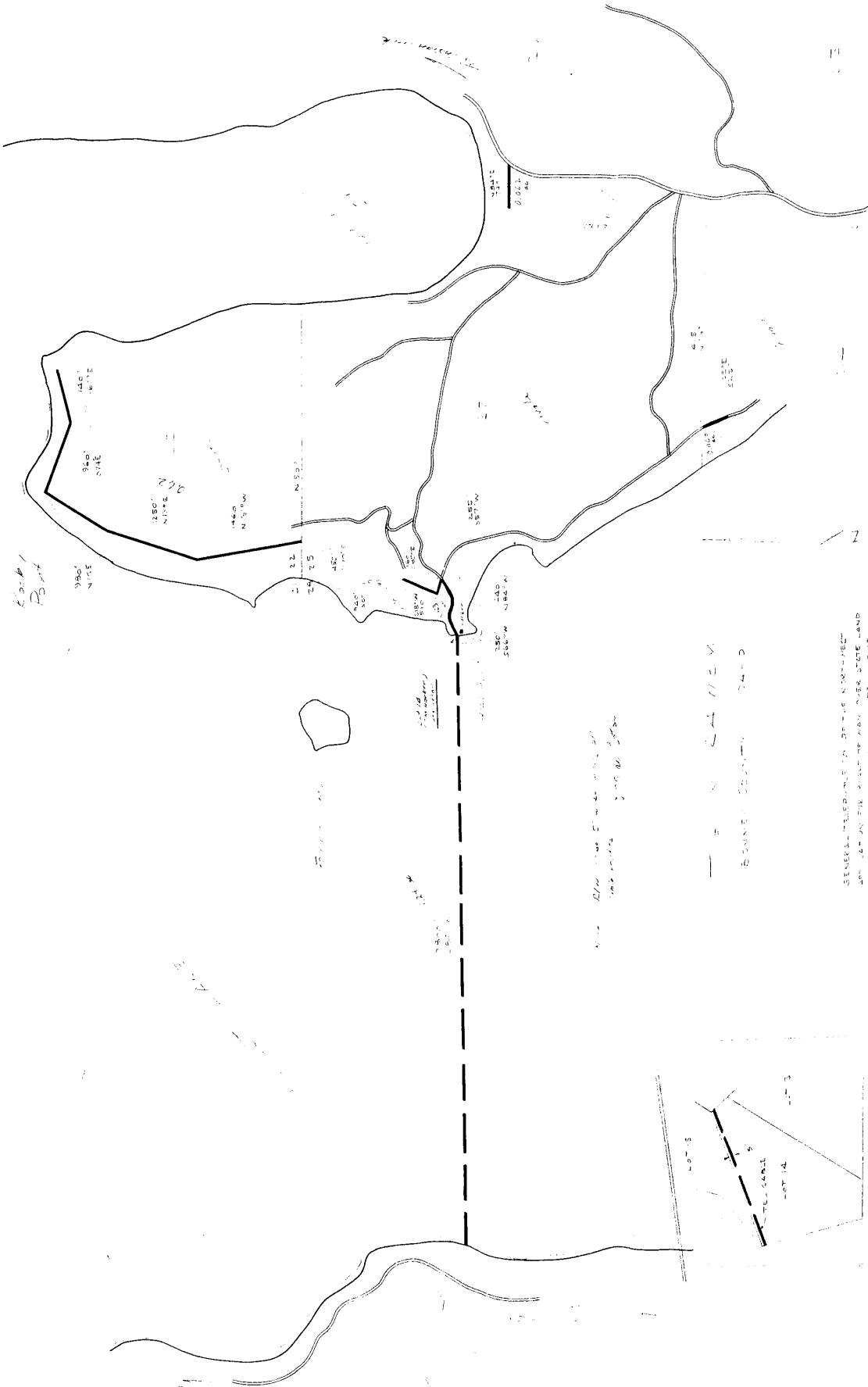
State of Idaho)
County of Ada) ss

On this 28 day of February, 1968, before me, a notary public in and for said State, personally appeared DON SAMUELSON, known to me to be the Governor of the State of Idaho and President of the State Board of Land Commissioners, PETE T. CENARRUSA, known to me to be the Secretary of State of Idaho, and G. C. TROMBLEY, known to me to be the State Land Commissioner of the State of Idaho, that executed the said instrument and acknowledged to me that such State of Idaho and State Board of Land Commissioners executed same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year last written above.

John B. Beagan
Notary Public residing at Boise, Idaho

My commission expires 2-25-70



350' NITRE

390' NITRE

340' NITRE

340' NITRE

380' NITRE

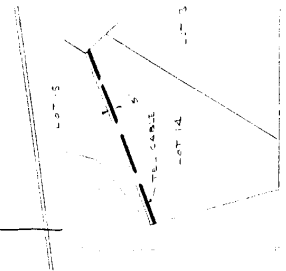
320' NITRE

300' NITRE

300' NITRE

300' NITRE

GENERAL INSTRUCTIONS
 1. THE SYSTEM IS TO BE DESIGNED
 2. THE SYSTEM IS TO BE DESIGNED
 3. THE SYSTEM IS TO BE DESIGNED



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300' NITRE

300' NITRE

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AMENDED
STATE OF IDAHO
EASEMENT NO. 4744

Instrument # 861624

BONNER COUNTY, SANDPOINT, IDAHO
7-11-2014 09:59:33 No. of Pages: 13
Recorded for : FATCO
R. ANN DUTSON-SATER Fee: 0.00
Ex-Officio Recorder Deputy
Index to: MISC

THIS INDENTURE, made this 9th day of October, 1996, by and between the STATE OF IDAHO, Department of Lands, 954 West Jefferson Street, P.O. Box 83720, Boise, Idaho 83720-0050 acting by and through the State Board of Land Commissioners, as party of the first part (Grantor), and **BONNER COUNTY COMMISSIONERS, Sandpoint, Idaho 83864**, as party of the second part (Grantee);

WITNESSETH: That for and in consideration of the sum of TWO HUNDRED FIFTY and no/100ths DOLLARS (\$250.00), lawful money of the United States of America, receipt whereof is hereby acknowledged and other valuable considerations, the Grantor does hereby grant to the Grantee an easement for the purpose of constructing, using, and maintaining a road over and across the following described lands situated in **BONNER COUNTY**, State of Idaho, to-wit:

PARCEL 1

A strip of land one hundred (100.00) feet wide, being fifty (50.00) feet on each side of the following described centerline, with slope easements to 10 feet beyond the existing toe of fill slopes, and 10 feet upwards to top of cut:

Beginning at the west one quarter ($\frac{1}{4}$) corner of Section 26, Township 60 North, Range 4 West, Boise, Meridian; thence East, 2,508.00 feet to a point, said point being the **REAL POINT OF BEGINNING**; thence North 61° East, 100.00 feet; thence North 42° East, 100.00 feet; thence North 27° East, 100.00 feet; thence North 10° East, 100.00 feet; thence North 6° West, 100.00 feet; thence North 12° West, 100.00 feet; thence North 11° West, 100.00 feet; thence North 8° West, 100.00 feet; thence North 3° West, 200.00 feet; thence North 8° West, 100.00 feet; thence North 13° West, 200.00 feet; thence North 16° West, 300.00 feet; thence North 28° West, 25.00 feet; thence North 26° West, 50.00 feet; thence North 15° West, 550.00 feet to a point, said point being approximately 1,316.70.00 feet east of the Meander Corner between Sections 23 and 26, Township 60 North, Range 4 West,; thence North 21° West, 350.00 feet; thence North 12° West, 400.00 feet; thence North 19° West, 100.00 feet; thence North 38° West, 100.00 feet; thence North 47° West, 100.00 feet; thence North 44° West, 100.00 feet; thence North 35° West, 100.00 feet; thence North 27° West, 100.00 feet; thence North 31° West, 100.00 feet; thence North 44° West, 100.00 feet; thence North 35° West, 100.00 feet; thence North 22° West, 100.00 feet; thence North 13° West, 100.00 feet; thence North 6° West, 100.00 feet; thence North 4° West, 100.00 feet; thence North 5° West, 100.00 feet; thence North 8° West, 100.00 feet; thence North 15° West,

100.00 feet; thence North 14° West, 100.00 feet; thence North 10° West, 100.00 feet; thence North 1° East, 200.00 feet; thence North 10° West, 100.00 feet; thence North 5° West, 100.00 feet; thence North 3° West, 100.00 feet; thence North 5° West, 100.00 feet; thence North 6° West, 800.00 feet; thence North 9° West, 200.00 feet; thence North 12° West, 500.00 feet; thence North 15° West, 100.00 feet; thence North 23° West, 200.00 feet; thence North 26° West, 200.00 feet; thence North 23° West, 100.00 feet; thence North 20° West, 200.00 feet to a point, said point being North 31° East, an approximate distance of 27.9 feet from Meander Corner post between Sections 14 and 23, Township 60 North, Range 4 West,; thence North 18° West, 100.00 feet; thence North 5° West, 100.00 feet; thence North 4° East, 100.00 feet; thence North 11° East, 100.00 feet; thence North 8° East, 600.00 feet; thence North 6° East, 500.00 feet; thence North 2° West, 100.00 feet; thence North 8° West, 100.00 feet; thence North 11° West, 100.00 feet; thence North 6° West, 100.00 feet; thence North 3° West, 400.00 feet; thence North 6° West, 200.00 feet; thence North 4° West, 100.00 feet; thence North 1° West, 300.00 feet; thence North 5° West, 100.00 feet; thence North 2° West, 100.00 feet; thence North 2° East, 200.00 feet; thence North 1° West, 100.00 feet; thence North 8° West, 100.00 feet; thence North 15° West, 100.00 feet; thence North 7° West, 200.00 feet; thence North 19° West, 100.00 feet; thence North 21° West, 100.00 feet; thence North 2° West, 100.00 feet; thence North 6° East, 300.00 feet; thence North 7° East, 400.00 feet; thence North 6° West, 100.00 feet; thence North 21° West, 100.00 feet; thence North 39° West, 100.00 feet; thence North 31° West, 100.00 feet; thence North 26° West, 200.00 feet; thence North 11° West, 100.00 feet to a point, said point being approximately 230.00 feet west of the section corner common to Sections 10, 11, 14, and 15, Township 60 North, Range 4 West, B.M.; thence North 6° East, 200.00 feet; thence North 8° East, 100.00 feet; thence North 18° East, 100.00 feet; thence North 22° East, 200.00 feet; thence North 27° East, 100.00 feet; thence North 45° East, 100.00 feet; thence North 52° East, 100.00 feet; thence North 47° East, 100.00 feet; thence North 38° East, 100.00 feet; thence North 32° East, 200.00 feet; thence North 30° East, 100.00 feet; thence North 32° East, 100.00 feet; thence North 28° East, 100.00 feet; thence North 20° East, 100.00 feet; thence North 4° East, 100.00 feet; thence North 23° West, 100.00 feet; thence North 38° West, 400.00 feet; thence North 32° West, 100.00 feet; thence North 25° West, 50.00 feet; thence North 13° West, 100.00 feet; thence North 1° West, 50.00 feet; thence North 11° East, 100.00 feet; thence North 14° East, 100.00 feet; thence North 23° East,

100.00 feet; thence North 22° East, 100.00 feet; thence North 14° East, 200.00 feet; thence North 9° East, 100.00 feet; thence North 5° West, 100.00 feet; thence North 24° West, 100.00 feet; thence North 52° West, 100.00 feet; thence North 79° West, 100.00 feet to a point, said point being approximately 2,178.00.00 feet south of the section corner common to Sections 2, 3, 10, and 11, Township 60 North, Range 4 West, B.M.; thence South 82° West, 100.00 feet; thence South 88° West, 100.00 feet; thence North 80° West, 200.00 feet; thence North 82° West, 100.00 feet; thence North 70° West, 100.00 feet; thence North 63° West, 100.00 feet; thence North 53° West, 100.00 feet; thence North 55° West, 100.00 feet; thence North 51° West, 100.00 feet; thence North 27° West, 50.00 feet; thence North 7° West, 100.00 feet; thence North 5° West, 100.00 feet; thence North 3° West, 100.00 feet; thence North 3° East, 100.00 feet; thence North 6° East, 500.00 feet; thence North 18° East, 100.00 feet; thence North 20° East, 100.00 feet; thence North 15° East, 100.00 feet; thence North 13° East, 100.00 feet; thence North 10° East, 500.00 feet; to a point which is approximately 297.00.00 feet east of the Meander Corner between Sections 3 and 10, Township 60 North, Range 4 West, B.M.; thence North 10° East, 600.00 feet; thence North 2° East, 100.00 feet; thence North 6° East, 300.00 feet; thence North 6° West, 100.00 feet; thence North 13° West, 200.00 feet; thence North 25° West, 100.00 feet; thence North 49° West, 300.00 feet; thence North 40° West, 50.00 feet; thence North 18° West, 100.00 feet; thence North 8° East, 1000.00 feet; thence North 1° East, 100.00 feet; thence North 19° West, 200.00 feet; thence North 20° West, 300.00 feet; thence North 22° West, 100.00 feet; thence North 15° West, 100.00 feet; thence North 6° West, 100.00 feet; thence North 5° West, 800.00 feet; thence North 4° East, 100.00 feet; thence North 12° East, 100.00 feet; thence North 26° East, 100.00 feet; thence North 31° East, 100.00 feet; thence North 29° East, 200.00 feet; thence North 22° East, 100.00 feet; thence North 7° East, 100.00 feet; thence North 4° East, 100.00 feet; thence North 12° East, 200.00 feet; thence North 23° East, 100.00 feet; thence North 33° East, 100.00 feet; thence North 28° East, 100.00 feet to a point, said point being approximately 502.00 feet west of the section corner common to Sections 2 and 3 of Township 60 North, Range 4 West, and Sections 34 and 35 of Township 61 North, Range 4 West,; thence North 20° East, 100.00 feet; thence North 10° East, 300.00 feet; thence North 4° East, 100.00 feet; thence North 16° East, 400.00 feet; thence North 17° East, 100.00 feet; thence North 12° East, 200.00 feet; thence North 1° East, 100.00 feet; thence North 16° West, 100.00 feet; thence North 19°

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West, 100.00 feet; thence North 4° West, 200.00 feet; thence North 6° East, 100.00 feet; thence North 17° East, 100.00 feet; thence North 7° East, 300.00 feet; thence North 10° East, 100.00 feet; thence North 17° East, 100.00 feet; thence North 1° West, 500.00 feet; thence North 100.00 feet; thence North 7° East, 200.00 feet; thence North 2° West, 100.00 feet; thence North 14° West, 100.00 feet; thence North 5° West, 100.00 feet; thence North 5° East, 100.00 feet; thence North 2° East, 100.00 feet; thence North 5° East, 200.00 feet; thence North 4° East, 100.00 feet; thence North 1° West, 400.00 feet; thence North 200.00 feet; thence North 19° East, 200.00 feet; thence North 15° East, 100.00 feet; thence North 3° West, 100.00 feet; thence North 10° West, 100.00 feet; thence North 18° West, 100.00 feet; thence North 17° West, 100.00 feet; thence North 11° West, 400.00 feet; thence North 3° West, 100.00 feet; thence North 8° East, 100.00 feet; thence North 10° East, 100.00 feet; thence North 19° East, 100.00 feet; thence North 10° East, 100.00 feet; thence North 2° West, 300.00 feet; thence North 3° West, 100.00 feet; thence North 19° West, 100.00 feet; thence North 23° West, 50.00 feet; thence North 11° West, 50.00 feet; thence North 1° West, 100.00 feet; thence North 5° West, 400.00 feet; thence North 10° West, 400.00 feet; thence North 23° East, 50.00 feet; thence North 65° East, 100.00 feet; thence North 48° East, 100.00 feet to a point, said point being South 42° West, approximately 400.00 feet from the west one quarter (¼) corner of Sections 26, Township 61 North, Range 4 West, said point also being the terminus of said survey. The above described area containing 77.20 acres, more or less.

Also, beginning at a point East 25.00 feet from the west one quarter (¼) corner of Sections 23, Township 61 North, Range 4 West, said point being the REAL POINT OF BEGINNING; thence North 15° East, 150.00 feet to a point, said point being the terminus of said survey, the above described area containing 0.34 of an acre, more or less.

Commencing at the west one quarter (¼) corner of Section 26, Township 61 North, Range 4 West, B.M., thence North 0°02'00" West, 727.23 feet along the west boundary of said Section 26 to a point, said point being on a curve to the right, said point also being the **REAL POINT OF BEGINNING**; thence 53.28 feet along said curve, the curve having a radius of 500.00 feet, a central angle of 40°45'43" and a total length of 355.72 feet; thence North 42°30'39" East, 734.75 feet to a point on the north boundary of the SW¼NW¼ of said Section 26, said point being the terminus of said easement, the above described area containing 1.89 acres, more or less.

PARCEL 2

A strip of land 66.00 feet wide, being 33.00 feet on each side of the centerline, situated in the NW $\frac{1}{4}$ SW $\frac{1}{4}$ and the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 2, Township 59 North, Range 4 West, Boise Meridian, being described as follows:

Beginning at Station 92+96 of a 1940 Civilian Conservation Corps Forest Road Survey, which station is approximately 62.00 feet east and 660.00 feet south from the west one quarter ($\frac{1}{4}$) corner of said Section 2; thence North 27°35' East, 154.40 feet; thence along a left curve having a radius of 500 feet, a distance of 224.40 feet; thence North 1°52' East, 193.30 feet; thence along a left curve, having a radius of 700 feet, a distance of 163.70 feet; thence North 11°32' West, 148.20 feet; thence along a right curve having a radius of 1200 feet, a distance of 133.00 feet, more or less, to the property line, which is 330 feet north of the west one quarter ($\frac{1}{4}$) corner of said Section 2, the above described area containing 1.54 acres, more or less.

PARCEL 3

A strip of land 66.00 feet wide, being 33.00 feet on each side of the centerline situated in Government Lot 1 of Section 3, Township 59 North, Range 4 West, Boise Meridian, being described as follows:

Beginning at Station 121+12 of a 1940 Civilian Conservation Corps Forest Road Survey, which station is South approximately 468.00 feet from the northeast section corner of said Section 3; thence North 17°35' West, 57.80 feet; thence along a right curve having a radius of 600 feet, a distance of 261.90 feet; thence North 7°26' East, 133.60 feet; thence along a right curve having a radius of 2000 feet, a distance of 24.70 feet, more or less, to the north boundary of said Section 3, the above described area containing 0.72 of an acre, more or less.

PARCEL 4

A strip of land 66.00 feet wide, being 33.00 feet on each side of the centerline situated in the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 3, Township 59 North, Range 4 West, Boise Meridian, being described as follows:

Beginning at Station 71+21 of a 1940 Civilian Conservation Corps Forest Road Survey, which station is West approximately 742.80 feet from the southeast section corner of said Section 3; thence

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along a right curve, having a radius of 2000 feet, a distance of 129.10 feet; thence North 9°03' West, 82.90 feet; thence along a right curve, having a radius of 500 feet, a distance of 367.00 feet; thence North 33°00' East, a distance of 686.00 feet; more or less, to the property line which is 330 feet west of the east section line of said Section 3, the above described area containing 1.92 acres, more or less.

PARCEL 5

A strip of land 66.00 feet wide, being 33.00 feet on each side of the centerline situated in the E½NE and N½SE of Section 10, Township 59 North, Range 4 West, Boise Meridian, being described as follows:

Beginning at Station 19+75.30 of a 1940 Civilian Conservation Corps Forest Road Survey, which station is North approximately 1361.00 feet from the south one quarter (¼) corner of said Section 10; thence South 89°01' East, 355.70 feet; thence along a left curve, having a radius of 700 feet, a distance of 735.90 feet; thence North 30°45' East, 676.00 feet; thence along a right curve, having a radius of 1000 feet, a distance of 377.60 feet; thence North 52°23' East, 407.60 feet; thence along a left curve, having a radius of 500 feet, a distance of 279.40 feet; thence North 20°22' East, 362.80 feet; thence along a left curve, having a radius of 600 feet, a distance of 319.60 feet; thence North 10°09' West, 111.80 feet; thence along a right curve, having a radius of 600 feet, a distance of 181.70 feet; thence North 7°12' East, 409.60 feet; thence along a left curve, having a radius of 600 feet, a distance of 326.20 feet; thence North 23°57' West, 210.80 feet; thence along a right curve, having a radius of 2000 feet, a distance of 391.00 feet, more or less, to a point on the north section line of said Section 10, which is West, 742.80 feet of the northeast section corner of said Section 10, and which point is Station 71+21 of survey, the above described area containing 7.80 acres, more or less.

PARCEL 6

A strip of land 100.00 feet wide, being 50.00 feet each side of the centerline of East Shore Road, and situated in Lots 2, 3 and 1 of Section 26, Township 60 North, Range 4 West, Boise Meridian, being described as follows:

Beginning at Station 226+70 of a 1940 Civilian Conservation Corps Forest Road Survey, which station is East approximately 799.00 feet from the west one quarter (¼) corner of said Section 26; thence North 58°57' East, 225.80 feet; thence along a right

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curve, having a radius of 1500 feet, a distance of 405.80 feet; thence North 74°27' East, 537.30 feet; thence along a left curve, having a radius of 325 feet, a distance of 510.50 feet; thence North 15°33' West, 89.40 feet; thence along a right curve, having a radius of 1000 feet, a distance of 264.40 feet; thence North 0°24' West, 23.60 feet; thence along a left curve, having a radius of 1000 feet, a distance of 268.80 feet; thence North 15°48' West, 967.70 feet; thence along a left curve, having a radius of 2000 feet, a distance of 204.70 feet; thence North 21°39' West, 1.40 feet; more or less, to a point on the north section line of said Section 26 which point is 940.70 feet west of the north one quarter ($\frac{1}{4}$) corner of said Section 26, and which point is Station 261+69 of survey, the above described area containing 8.03 acres, more or less.

PARCEL 7

A strip of land 66.00 feet wide, being 33.00 feet on each side of the centerline, situated in the W $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 26, Township 60 North, Range 4 West, Boise Meridian, being described as follows:

Beginning at Station 181+38 of a 1940 Civilian Conservation Corps Forest Road Survey, which station is East approximately 238.00 feet from the southwest section corner of said Section 26; thence along a right curve, having a radius of 1000 feet, a distance of 228.70 feet; thence North 19°32' East, 521.00 feet; thence along a left curve, having a radius of 800 feet, a distance of 336.50 feet; thence North 4°34' West, 171.40 feet; thence along a right curve, having a radius of 600 feet, a distance of 225.10 feet; thence North 16°56' East, 97.20 feet; thence along a left curve, having a radius of 500 feet, a distance of 207.00 feet; thence North 6°47' West, 457.20 feet; thence along a right curve, having a radius of 400 feet, a distance of 459.00 feet; thence North 58°58' East, 131.60 feet; more or less, to the East-West Center of Section Line of said Section 26, the above described area containing 4.30 acres, more or less.

PARCEL 8

A strip of land 66.00 feet wide, being 33.00 feet on each side of the centerline, situated in the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 34, Township 60 North, Range 4 West, Boise Meridian, being described as follows:

Beginning at Station 125+90 of a 1940 Civilian Conservation Corps Forest Road Survey, which station is West approximately 11.00 feet from the southeast section corner of said Section 34; thence along a right curve, having a radius of 2000 feet, a distance of

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66.00 feet, to the east section line of said Section 34, the above described area containing 0.10 of an acre, more or less.

PARCEL 9

A strip of land 66.00 feet wide, being 33.00 feet on each side of the centerline, situated in the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 35, Township 60 North, Range 4 West, Boise Meridian, being described as follows:

Beginning at Station 139+50 of a 1940 Civilian Conservation Corps Forest Road Survey, which station is approximately South 1320.00 feet and East, 255.00 feet from the west one quarter ($\frac{1}{4}$) corner of said Section 35; thence along a right curve, having a radius of 400 feet, a distance of 137.50 feet, thence North 15°58' East, 170.50 feet, more or less, to property line, which is 330 feet east of west section line of said Section 35, the above described area containing 0.47 of an acre, more or less.

PARCEL 10

A strip of land 66.00 feet wide, being 33.00 feet on each side of the centerline, situated in the NW $\frac{1}{4}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 35, Township 60 North, Range 4 West, Boise Meridian, being described as follows:

Beginning at Station 146+26 of a 1940 Civilian Conservation Corps Forest Road Survey, which station is approximately South, 600.00 feet and East, 424.00 feet, from the west one quarter ($\frac{1}{4}$) corner of said Section 35; thence along a left curve, having a radius of 800 feet, a distance of 311.40 feet; thence North 11°39' West, 341.60 feet; thence along a left curve, having a radius of 500 feet, a distance of 204.30 feet; thence North 35°04' West, 190.80 feet; thence along a right curve, having a radius of 600 feet, a distance of 311.70 feet; thence North 5°18' West, 186.50 feet; thence along a right curve, having a radius of 500 feet, a distance of 386.00 feet; thence North 38°56' East, 213.10 feet; thence along a left curve, having a radius of 500 feet, a distance of 493.50 feet; thence North 17°37' West, 326.60 feet; thence along a right curve having a radius of 800 feet, a distance of 240.60 feet; thence North 0°23' West, 187.00 feet; thence along a right curve having a radius of 1000 feet, a distance of 118.90 feet, more or less, to the north section line of said Section 35, the above described area containing 5.32 areas, more or less.

PARCEL 11

A strip of land one hundred (100.00) feet wide, being fifty (50.00) feet on each side of the following described centerline:

Beginning at the section corner common to Sections 26, 27, 34 and 35, Township 60 North, Range 4 West;

thence South 88°30' East, 85.14 feet, thence South 60°00' East, 132.00 feet, thence South 8°30' East, 132.00 feet, thence South 0°30' East, 132.00 feet, thence South 5°30' East, 132.00 feet, thence South 15°00' East, 132.00 feet, thence South 16°30' East, 132.00 feet, thence South 17°00' East, 132.00 feet, thence South 10°30' East, 132.00 feet, thence South 4°00' East, 132.00 feet, thence South 21°00' West, 132.00 feet, to a point, said point being the **REAL POINT OF BEGINNING**; thence North 48°00' East, 132.00 feet, thence North 45°00' East, 132.00 feet, thence North 44°30' East, 132.00 feet, thence North 44°00' East, 132.00 feet, thence North 43°30' East, 132.00 feet, thence North 47°30' East, 132.00 feet, thence North 62°30' East, 132.00 feet, thence North 76°00' East, 132.00 feet, thence North 83°30' East, 132.00 feet, thence North 84°00' East, 132.00 feet, thence North 81°30' East, 132.00 feet, thence North 72°30' East, 132.00 feet, thence North 62°00' East, 132.00 feet, thence North 52°30' East, 132.00 feet, thence North 49°00' East, 132.00 feet, thence North 47°00' East, 132.00 feet, thence North 46°00' East, 132.00 feet, thence North 46°30' East, 132.00 feet, thence North 44°30' East, 132.00 feet, thence North 35°30' East, 132.00 feet, thence North 29°30' East, 132.00 feet, thence North 26°00' East, 132.00 feet, thence North 21°00' East, 132.00 feet, thence North 16°00' East, 132.00 feet, thence North 14°30' East, 132.00 feet, thence North 13°30' East, 132.00 feet, thence North 10°00' East, 132.00 feet, thence North 7°00' East, 264.00 feet, thence North 10°00' East, 132.00 feet, thence North 11°30' East, 132.00 feet, thence North 9°00' East, 132.00 feet, thence North 3°30' East, 132.00 feet, thence North 2°00' East, 132.00 feet, thence North 1°00' West, 132.00 feet, thence North 11°30' West, 132.00 feet, thence North 20°30' West, 132.00 feet, thence North 18°30' West, 132.00 feet, thence North 15°30' West, 132.00 feet, thence North 11°00' West, 132.00 feet, thence North 7°00' West, 132.00 feet, thence North 8°00' West, 132.00 feet, thence North 6°30' West, 132.00 feet, thence North 10°30' West, 132.00 feet, thence North 16°30' West, 132.00 feet, thence North 22°00' West, 132.00 feet, thence North 25°00' West, 132.00 feet, thence North 26°00' West, 132.00 feet, thence North 26°30' West, 132.00 feet, thence North 30°30' West, 132.00 feet, thence North 33°00' West, 132.00 feet, thence North 33°30' West, 132.00 feet, thence North 31°00' West, 132.00 feet, thence North 27°00' West, 132.00 feet, thence North 24°30' West, 132.00 feet, thence North 13°30' West, 66.00 feet, to the end of the

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reconstructed road; thence North 14°30' West, 132.00 feet, thence North 15°00' West, 132.00 feet, thence North 15°30' West, 132.00 feet, thence North 17°00' West, 132.00 feet, thence North 20°30' West, 132.00 feet, thence South 47°30' West, 66.00 feet, thence South 34°00' West, 48.18 feet, to the southeast corner of Lease Lot 83, said corner being 300.00 feet east of the Meander Corner between Sections 23 and 26, Township 60 North, Range 4 West, Boise Meridian, the above described area containing 16.82 acres, more or less, and being 7,326 lineal feet in length, more or less.

The total area contained in this easement being 126.45 acres, more or less, of which 77.54 acres are included in Easement No. 4744 issued on June 29, 1978, which is now null and void.

Subject to the following terms:

The boundary lines of said easement shall be prolonged or shortened to begin on and end on and conform to the property lines.

This amended easement is issued for the purpose of including portions of the Coolin-Cavanaugh Bay Road that was previously a portion of State of Idaho Acquired Easement No. 134 (Parcels 2-10) and to add a new segment of the East Shore Road that bypasses Cavanaugh Bay (Parcel 11).

The Grantee shall comply with all state laws and with all rules and regulations of the State Board of Land Commissioners pertaining to watershed protection and with the Stream Channel Protection Act as designated in Chapter 38, Title 42 of the Idaho Code.

The Grantee shall indemnify and hold harmless the State of Idaho and its representatives against and from any and all demands, claims, or liabilities of every nature whatsoever, arising directly or indirectly from or in any way connected with the use authorized under this easement.

The Grantor reserves to itself, its successors and assigns, all timber, present and future, within the easement area.

Grantee shall not fence the easement area without written authorization from the Grantor.

This easement is issued by the authority of the Rules for Easements on State Land (IDAPA 20.03.08) dated September 9, 1986.

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If the easement is not used for the specified purpose for any five (5) year period, the Grantor may declare, in writing, such easement forfeited and the use of the lands shall revert to the Grantor or to the record owner of the lands.

If the easement is not used for the specified purpose within five (5) years from the date the easement is issued, then in such event the said lands so granted shall automatically revert to the Grantor without any further action required by Grantor.

The Grantor reserves to itself, its successors and assigns, the right to construct and maintain such spur roads over, through, or across the aforementioned right-of-way as it may deem necessary in the administration of its adjoining land and/or in the removal of timber and forest products therefrom, provided that such spur road construction shall not disturb or hamper use of said road by Grantee.

The Grantor reserves unto itself, its assigns and its successors in interest the right and privilege to use said road for any and all purposes deemed necessary or desirable in connection with the control, management, and administration of Grantors lands, or the resources thereof including but not limited to hauling logs and other forest products, hauling minerals, hauling agricultural products, and moving livestock to and from Grantor leased lands, and for access to all lands for fire prevention and control provided such use does not interfere with the rights and privilege hereby authorized to Grantee.

Maintenance work may include taking dust abatement measures, if deemed necessary by the Grantors. Dust abatement is keeping a road surface in such condition that dust is kept within the limits necessary to reduce loss of surface material. Water, bituminous products, lignin sulfanates, calcium chloride and other materials may be used for dust abatement.

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Easement No. 4744
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IN WITNESS WHEREOF, the State Board of Land Commissioners has caused these presents to be executed by its President, the Governor of the State of Idaho, and countersigned by the Secretary of State and the Director.

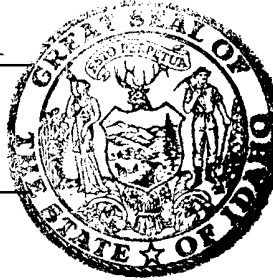
STATE BOARD OF LAND COMMISSIONERS

Philip E. Batt
Governor of the State of Idaho
and President of the State Board
of Land Commissioners

Countersigned:

Pat Barrett
Secretary of State

Stanley F. Hamilton
Director, Department of Lands



* * * * *

Amended
State of Idaho
Easement No. 4744
Page 13 of 13

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this 9th day of October, 1996,
before me, a Notary Public in and for said State, personally
appeared **PHILIP E. BATT** known to me to be the Governor of the
State of Idaho and President of the State Board of Land
Commissioners; **PETE T. CENARRUSA**, known to me to be the Secretary
of State of the State of Idaho; and **STANLEY F. HAMILTON**, known to
me to be the Director of the Department of Lands of the State of
Idaho, that executed the said instrument and acknowledged to me
that such State of Idaho and State Board of Land Commissioners
executed same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on
the day and year last written above.

Shirley A Baker
NOTARY PUBLIC for Idaho
Residing at ~~Boise~~, Idaho *Meridian*
My Commission expires 5-22-2001

When recorded return ORIGINAL to:
Idaho Department of Lands
Attn: Real Estate Services Bureau
PO Box 83720
Boise, Idaho 83720-0050

Instrument # 865293
BONNER COUNTY, SANDPOINT, IDAHO
10-10-2014 10:57:42 AM No. of Pages: 12
Recorded for: FIRST AMERICAN TITLE - SA
R. ANN DUTSON-SATER Fee: \$0.00
Ex-Officio Recorder Deputy
Index to: MISC *CB*

STATE OF IDAHO

DECLARATION OF DRIVEWAY AND UTILITY EASEMENT

STATE SUBDIVISION – HESS POINT

NO. ES100070

ELECTRONICALLY RECORDED - DO NOT
REMOVE THE COUNTY STAMPED FIRST
PAGE AS IT IS NOW INCORPORATED AS
PART OF THE ORIGINAL DOCUMENT.

THIS DECLARATION ("Declaration"), is made this 9th day of October, 2014, by the STATE BOARD OF LAND COMMISSIONERS, acting by and through the IDAHO DEPARTMENT OF LANDS, 300 North 6th Street, Suite 103, P.O. Box 83720, Boise, Idaho 83720-0050 ("State").

WHEREAS, the State desires to establish an easement over, across and under all Driveways identified herein over all Lots described in the Exhibits attached hereto and incorporated herein by reference in STATE SUBDIVISION – HESS POINT, according to the official plat thereof, filed in Book 10 of Plats, at Page 166, Instrument No. 840163, Official Records of Bonner County, Idaho, for purpose of providing access and utilities over, across and under the Driveways to and for the benefit of the Lots to and from the roads identified in the Exhibits providing access to, from and within the said subdivision, and to set forth the maintenance responsibilities of the Owners of the Lots.

NOW THEREFORE, the State hereby declares that the Lots shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, sold, and improved, subject to the easement rights ("easement rights") described in this Declaration, which are hereby created over the described Servient Lots for the benefit of the described Dominant Lots. The easement rights shall constitute encumbrances running with the land and shall be perpetually binding upon and inure to the benefit of the Lots and of the State and all of its lessees, successors and assigns with respect to the Lots, and all parties having or acquiring any right, title or interest in or to any part of any of the Lots.

A. Definitions:

1. "Declaration" shall mean this Declaration of Driveway and Utility Easement.
2. "Dominant Lot" shall mean any identified Lot which has the right of access and utilities over, across and under any other Lot as identified herein.
3. "Driveway" or "Driveways" shall mean the thirty foot (30') wide private driveway(s) benefitting the Lots or any of the Lots within the subdivision, including any such portions of the Driveway the subject of any right of access over, across and under any other Lot as described herein as either a Dominant Lot or a Servient Lot, which may be described or visually shown by a Map in any Exhibit attached hereto.
4. "Easement" shall mean the perpetual, nonexclusive easement over, across and under the Driveway for access and utilities created by this Declaration.

5. "Emergency" shall mean a situation that demands unusual or immediate action for the preservation of life or property.
6. "Exhibit" or "Exhibits" shall mean and include any and all attachments to this Declaration, which shall by reference be incorporated herein as if set forth herein in full.
7. "Lot" or "Lots" shall mean each Lot separately or all Lots as the context requires located in Block 1, STATE SUBDIVISION – HESS POINT, according to the official plat thereof, filed in filed in Book 10 of Plats, at Page 166, Instrument No. 840163, Official Records of Bonner County, Idaho, which are defined herein as either a Dominant Lot or a Servient Lot. In the event that a Lot the subject of this Declaration is not located in Block 1 of the subdivision, then any such Lot in any other Block of the subdivision shall be identified by Lot number and by Block number in the following manner by way of example: Lot 1 Block 3.
8. "Map" or "Maps" shall mean each visual depiction or representation of the Driveway and any of the Lots via map, picture, drawing, or other such visual representation included as part of any Exhibit attached hereto that is intended to show the location of the Driveway.
9. "Owner" or "Owners" shall mean the record holder of title to any of the Lots described herein. The State shall not be considered an Owner as that term is defined herein for purposes of having any obligation herein with regard to any maintenance or costs of any kind associated with the Driveway upon any of the Lots.
10. "Servient Lot" or "Servient Lots" shall mean each and every identified Lot over which any other Lot has the right of access and utilities over, across and under for the benefit of the Dominant Lot.
11. "Utility", "Utilities" or "utilities" shall mean any and all utility lines, appurtenances, and facilities including without limitation, gas, electricity, telephone service, water service, sewer service, and television receiving.

B. Access and Utility Easement:

1. Each Dominant Lot and all Servient Lots are specifically set forth in Exhibit "A".

C. Maintenance:

1. All Driveway and Utility construction, reconstruction, and maintenance work shall comply with all applicable federal, state, and local laws, rules and regulations.
2. The Owners shall share in the costs of maintaining, repairing, replacing, and improving the Driveway, with all decisions as to the incurring of such costs to be made by the unanimous consent of the Owners over any relevant shared portion of the Driveway. If unanimous consent is not reached, the Owner desiring to perform the work shall pay for it.
3. The Easement shall also be for the installation, operation, repair, maintenance, and replacement of such normal and reasonable Utilities as may be necessary to service any Lot; provided however, that all such lines and facilities shall be installed and maintained below ground level at a safe depth as determined by applicable code and marked for easy

maintain or repair or to contribute to the maintenance or repair of any such lines and facilities benefitting any other Lot. Maintenance of any Utilities that benefit more than one Lot shall be shared equally by all equally benefited Lots.

4. Notwithstanding the foregoing, in the event of an Emergency, the Owner of any Lot may perform emergency maintenance without the consent of any other Lot Owner. The Owner of the Lot paying for such Emergency maintenance shall be entitled to reimbursement of any portion of such reasonable costs from the Owner of any other Lot benefited by the emergency maintenance for the reasonable share of the cost of such emergency maintenance, repair, replacement, or improvement.

5. WHETHER OR NOT THE STATE CONTINUES TO OWN ANY OF THE LOTS OR AFTER ANY OF THE LOTS HAVE BEEN CONVEYED, THE STATE SHALL HAVE NO OBLIGATION TO PERFORM MAINTENANCE OF THE DRIVEWAY OR UTILITIES OR TO CONTRIBUTE TO ANY OF THE COSTS OF MAINTENANCE OF THE DRIVEWAY OR UTILITIES IN THE EVENT OF AN EMERGENCY OR OTHERWISE. ALL SUCH COSTS SHALL BE PAID BY THE OWNERS AS PROVIDED HEREIN. HOWEVER, IF THE STATE EFFECTS EMERGENCY OR OTHER REASONABLY NECESSARY REPAIRS OR MAINTENANCE, THEN THE STATE SHALL HAVE A RIGHT OF CONTRIBUTION AGAINST ANY OTHER OWNER OF ANY OTHER LOT BENEFITED BY SUCH REPAIR OR MAINTENANCE.

D. Restrictions on Improvements:

1. Other than the Driveway and Utilities, no structures or other improvements may be constructed or placed on or within the Driveway. Existing structures and/or improvements encroaching within the Driveway may remain, but shall not be replaced within the Driveway if destroyed or removed. No existing structures and/or improvements may be enlarged to encroach within the Driveway.

E. Perpetual Easement:

1. This Declaration, the Easement established herein, and the obligations, covenants and restrictions set forth herein shall be perpetual in duration.

F. No Merger:

1. Notwithstanding that the State currently owns all of the Lots, it is recognized that the interests in the Endowment Land and Lots are separate and distinct, and that the State intends that the provisions hereof shall be of full force and effect, and that the Easement provided herein shall not be deemed merged or extinguished.

G. Default:

1. If the Owner of any Lot shall fail to timely pay its share of the costs as provided herein or shall otherwise fail to perform any of its obligations under this Declaration, the State or any other affected Owner shall have the right to pursue any right or remedy available at law or in equity to collect the sum due to it. THE STATE SHALL HAVE NO LIABILITY FOR A DEFAULT BY ANY OWNER, AND THE OWNERS WAIVE ALL CLAIMS AGAINST THE STATE.

H. Governing Law:

1. The interpretation and enforcement of this Declaration shall be according to the laws of the State of Idaho.

I. Severability:

1. The invalidity or unenforceability of any provision hereof shall not limit or affect the validity or enforceability of any other provision.

J. Runs with Land; Amendment:

1. The obligations, covenants, easements and restrictions contained in this Declaration shall be binding upon the Lots; shall inure to the benefit of the Dominant Lot, the Owners and the State (as long as the State owns any of the Lots, or any portion thereof); shall constitute covenants that run with the land; and shall be amended, modified, or terminated, if at all, only by the written agreement of the Owners of any affected Lot and the State (as long as the State owns any of the Lots).

K. Owners' Covenants:

1. Owners shall comply with all applicable federal, state, and local laws, rules and regulations.

2. Each Owner shall defend, indemnify, and hold harmless the State (as long as the State owns any Lot, or portion thereof), and its officers, agents, and employees, and the other Owners of other affected Lots against and from any and all demands, claims, liabilities, expenses, attorneys' fees, and losses, of every nature whatsoever, arising directly or indirectly, or claimed to arise from or in any way connected any use of any Driveway or portion thereon, except to the extent any of the same result from the State's or any other Owner's gross negligence or breach of obligations under this Declaration. **Nothing herein shall be deemed a waiver of sovereign immunity, which immunity is hereby reserved to the State.** No Owner shall install any gate on, in or across, or fence the Driveway, or any portion thereof, without the prior written authorization from all other affected Owner(s) of any affected Lot and the State (as long as the State owns any affected Lot).

L. Authority:

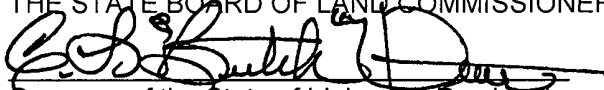
1. This easement is issued by the authority of the Idaho Const. Article IX, §§ 7 and 8, and Idaho Code Title 58 Chapter 6.

M. Acceptance:

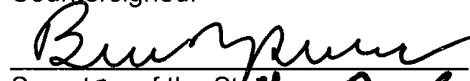

1. Each Owner of any Lot by acceptance of a deed or lease therefor, whether or not it shall be so expressed in such deed or lease, shall be deemed to covenant and agree to the terms of this Declaration.

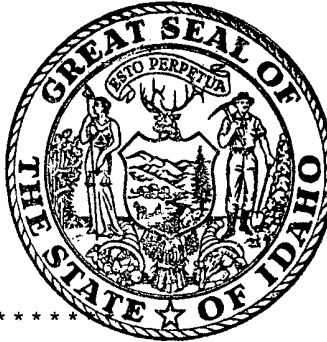
IN WITNESS WHEREOF, the State Board of Land Commissioners has caused these presents to be executed by its President, the Governor of the State of Idaho, and countersigned by the Secretary of State and the Director of the Idaho Department of Lands.

THE STATE BOARD OF LAND COMMISSIONERS


Governor of the State of Idaho and President
of the State Board of Land Commissioners

Countersigned:

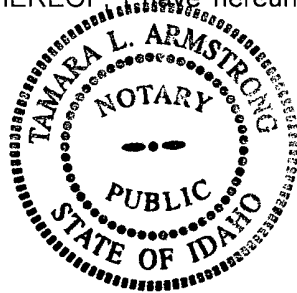

Secretary of the State

Director, Idaho Department of Lands



THE STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this 9th day of October, 2014, before me, a Notary Public in and for said State, personally appeared C.L. "BUTCH" OTTER, known to me to be the Governor of the State of Idaho and President of the State Board of Land Commissioners; BEN YURSA, known to me to be the Secretary of State for the State of Idaho; and THOMAS M. SCHULTZ, JR., known to me to be the Director of Department of Lands of the State of Idaho, that executed the same instrument and acknowledged to me that such State of Idaho and the State Board of Land Commissioners executed same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year written above.



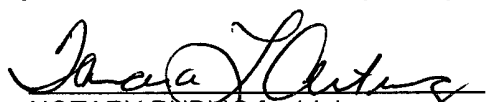

NOTARY PUBLIC for Idaho
Residing at Boise, Idaho
My Commission expires:
12-26-18

EXHIBIT "A"

HESS POINT SUBDIVISION

Lot 5, as the Dominant Lot, shall have the right of access and utilities over, across and under the Driveway on Lot 6, as the Servient Lot, to Hess Point Road as described on the attached Exhibit 1.

Lot 8, as the Dominant Lot, shall have the right of access and utilities over, across and under the Driveway on Lot 7, as the Servient Lot, to Hess Point Road as described on the attached Exhibit 2. NEED THIS ONE

Lot 10, as the Dominant Lot, shall have the right of access and utilities over, across and under the Driveway on Lot 11, as the Servient Lot, to Hess Point Road as described on the attached Exhibit 3.

Lot 11, as the Dominant Lot, shall have the right of access and utilities over, across and under the Driveway on Lot 10, as the Servient Lots, to Hess Point Road as described on the attached Exhibit 3..

Lot 12, as the Dominant Lot, shall have the right of access and utilities over, across and under the Driveway on Lot 14, as the Servient Lot, to Hess Point Road as described on the attached Exhibit 4.

Lot 13, as the Dominant Lot, shall have the right of access and utilities over, across and under the Driveway on Lots 12 and 14, as the Servient Lots, to Arnold Drive as described on the attached Exhibit 5.

Lot 14, as the Dominant Lot, shall have the right of access and utilities over, across and under the Driveway on Lot 12, as the Servient Lot, to Hess Point Road as described on the attached Exhibit 6.



J-U-B ENGINEERS, INC.

J-U-B COMPANIES



THE
LANGDON
GROUP



GATEWAY
MAPPING
INC.

EXHIBIT 4
LEGAL DESCRIPTION
of
ACCESS AND UTILITY EASEMENT
for
LOT 12, BLOCK 1 of STATE SUBDIVISION-HESS POINT
IDAHO DEPT. OF LANDS

A strip of land 30 feet in width, across Lot 14, Block 1 of STATE SUBDIVISION-HESS POINT, according to the plat thereof, recorded as Instrument No. 840163, dated February 22, 2013, records of Bonner County, Idaho being situated in the NE 1/4 of Section 28, Township 60 North, Range 4 West, B.M., Bonner County, Idaho, lying 15 feet on each side of the following described centerline:

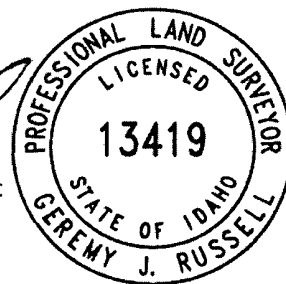
COMMENCING at the northwest corner of said Lot 14; thence South 88° 16' 37" East along the north line of said Lot 14, 16.03 feet, more or less, to the POINT OF BEGINNING.

thence leaving the north line of said Lot 14 and along said centerline the following three (3) courses:

1. South 18° 54' 60" East, 32.41 feet;
2. North 71° 05' 00" East, 13.72 feet;
3. North 51° 21' 26" East, 39.36 feet, more or less, to the north line of said Lot 14 and the POINT OF TERMINUS, lengthening and shortening the sidelines of said strip to terminate on the north line of said Lot 14.

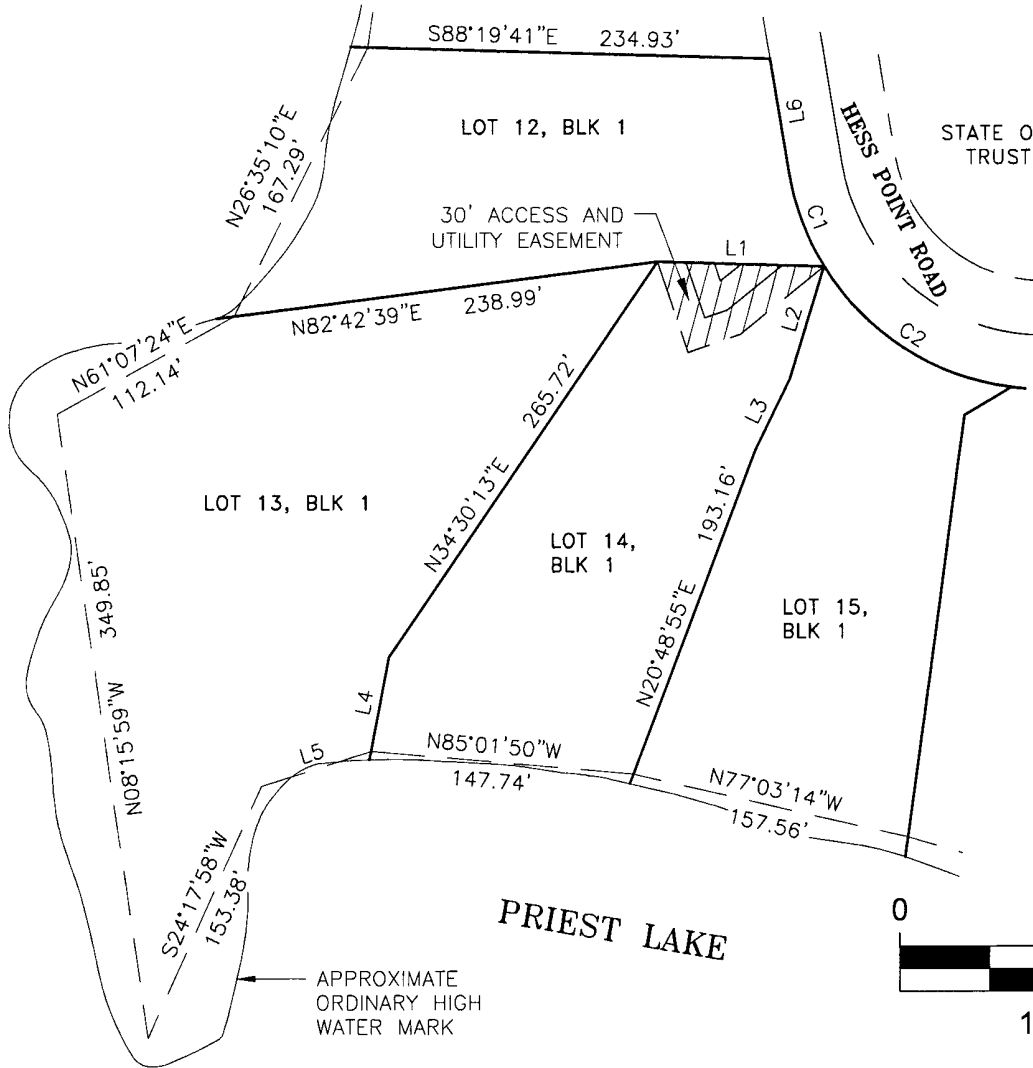
SUBJECT TO: Existing rights-of-way and easements of record on above described parcel.

Digitally signed on:
Aug 15, 2014



DATE: (DATE-FIGURE)

PRIEST LAKE



STATE OF IDAHO TRUST LAND

30' ACCESS AND UTILITY EASEMENT

HESS POINT ROAD

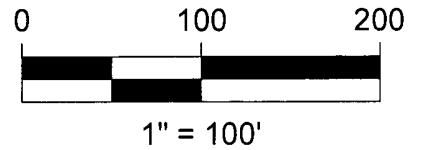
LOT 13, BLK 1

LOT 14, BLK 1

LOT 15, BLK 1

PRIEST LAKE

APPROXIMATE ORDINARY HIGH WATER MARK



LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S88°16'42"E	93.45'
L2	N17°05'07"E	64.43'
L3	N26°15'09"E	43.83'
L4	N11°01'13"E	53.46'
L5	S72°20'48"W	64.11'
L6	N9°35'09"W	64.79'

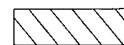
Jeremy Russell

Digitally signed on:
Aug 15, 2014



CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	55.53'	143.50'	22°10'14"	S20°40'16"E	55.18'
C2	128.13'	143.50'	51°09'25"	S57°20'06"E	123.91'

LEGEND



ACCESS AND UTILITY EASEMENT



J-U-B ENGINEERS, INC.

CAD FILE: HP_L12_B1

EXHIBIT 4

ACCESS AND UTILITY EASEMENT

LOT 12, BLOCK 1, STATE SUBDIVISION-HESS POINT
NE 1/4 SEC. 28, T60 N, R4 W, B.M.

EXHIBIT 5
LEGAL DESCRIPTION
of
ACCESS AND UTILITY EASEMENT
for
LOT 13, BLOCK 1 of STATE SUBDIVISION-HESS POINT
IDAHO DEPT. OF LANDS

A strip of land 30 feet in width, across Lots 12 and 14, Block 1 of STATE SUBDIVISION-HESS POINT, according to the plat thereof, recorded as Instrument No. 840163, dated February 22, 2013, records of Bonner County, Idaho being situated in the NE 1/4 of Section 28, Township 60 North, Range 4 West, B.M., Bonner County, Idaho, lying 15 feet on each side of the following described centerline:

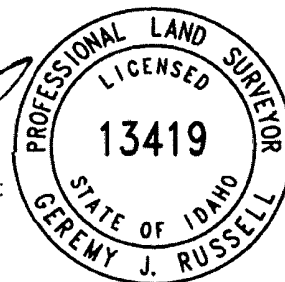
COMMENCING at the northwest corner of said Lot 14; thence South 34°30'13" West along the west line of said Lot 14, 63.86 feet, more or less, to the POINT OF BEGINNING.

thence leaving the west line of said Lot 14 and along said centerline the following two (2) courses:

1. North 71°05'00" East, 80.01 feet;
2. North 51°21'26" East, 59.63 feet, more or less, to the east line of said Lot 12 and the POINT OF TERMINUS, lengthening and shortening the sidelines of said strip to terminate on the west line of said Lot 14 and the east line of said Lot 12.

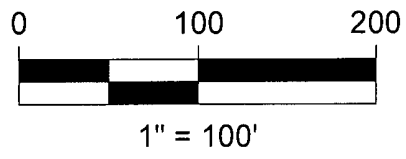
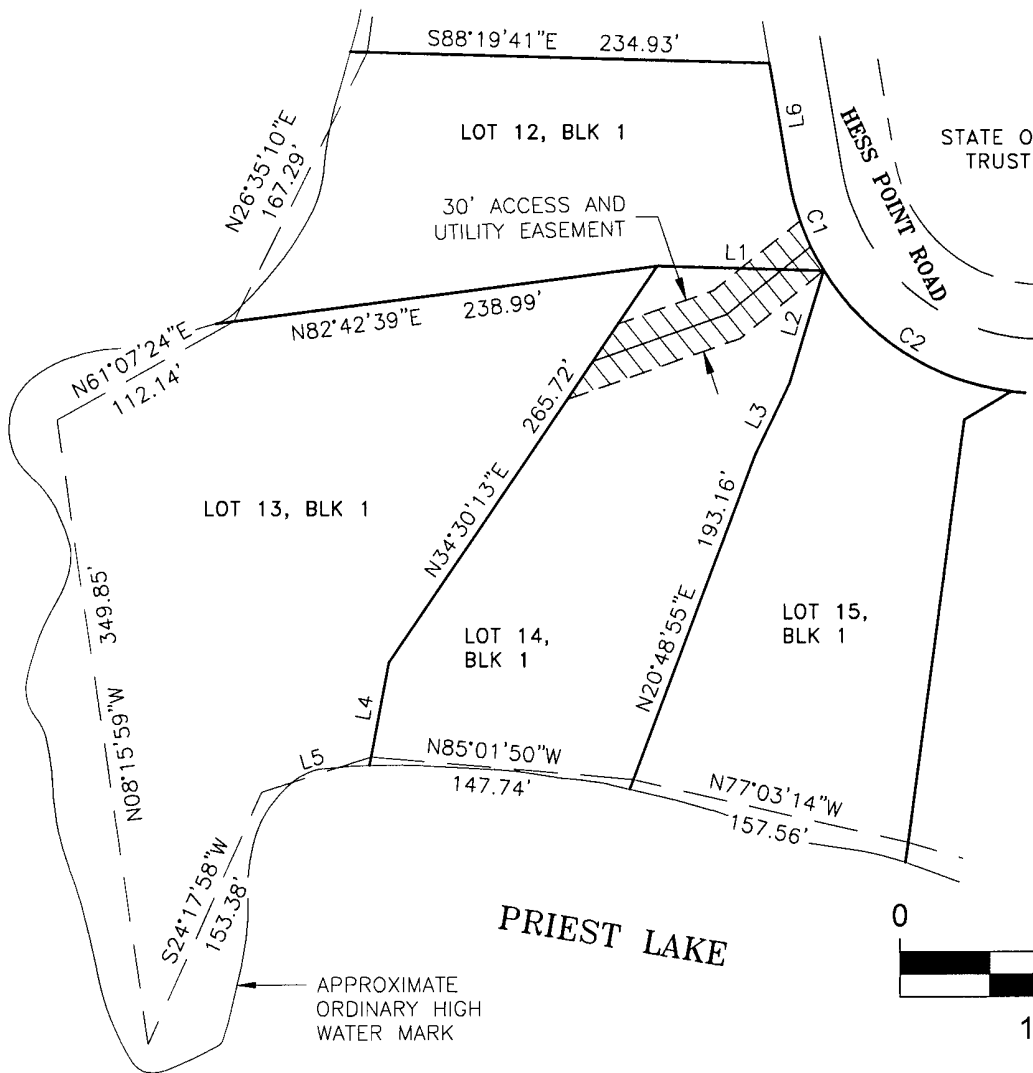
SUBJECT TO: Existing rights-of-way and easements of record on above described parcel.

Digitally signed on:
Aug 15, 2014



0401 (LDBA-FIG)012

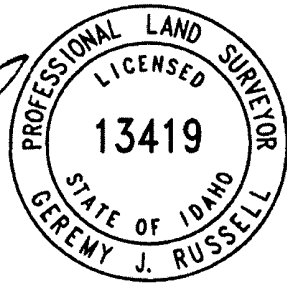
PRIEST LAKE



LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S88°16'42"E	93.45'
L2	N17°05'07"E	64.43'
L3	N26°15'09"E	43.83'
L4	N11°01'13"E	53.46'
L5	S72°20'48"W	64.11'
L6	N9°35'09"W	64.79'

Jeremy Russell

Digitally signed on:
Aug 15, 2014



CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	55.53'	143.50'	22°10'14"	S20°40'16"E	55.18'
C2	128.13'	143.50'	51°09'25"	S57°20'06"E	123.91'

LEGEND

ACCESS AND UTILITY EASEMENT



CAD FILE: HP_L19_B1

EXHIBIT 5
ACCESS AND UTILITY EASEMENT
LOT 13, BLOCK 1, STATE SUBDIVISION-HESS POINT
NE 1/4 SEC. 28, T60 N, R4 W, B.M.



J-U-B ENGINEERS, INC.

J-U-B COMPANIES



THE LANGDON GROUP



GATEWAY MAPPING INC.

EXHIBIT 6
LEGAL DESCRIPTION
of
ACCESS AND UTILITY EASEMENT
for
LOT 14, BLOCK 1 of STATE SUBDIVISION-HESS POINT
IDAHO DEPT. OF LANDS

That portion of Lot 12, Block 1 of STATE SUBDIVISION-HESS POINT, according to the plat thereof, recorded as Instrument No. 840163, dated February 22, 2013, records of Bonner County, Idaho, being situated in the NE 1/4 of Section 28, Township 60 North, Range 4 West, B.M., Bonner County, Idaho, further described as follows:

BEGINNING at the northeast corner of said Lot 14; thence North 88°16'42" West along the north line of said Lot 14, 46.32 feet;

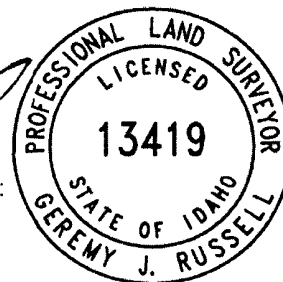
thence North 51°21'26" East, 42.25 feet to the east line of said Lot 12;

thence 30.85 feet along the arc of a non-tangent curve to the left, having a radius of 143.50 feet, through a central angle of 12°19'09", said curve having a long chord which bears South 25°35'48" East a chord distance of 30.79 feet, more or less, to the POINT OF BEGINNING.

thence South 77°28'52" East along said south line, 61.40 feet, more or less, to the POINT OF BEGINNING.

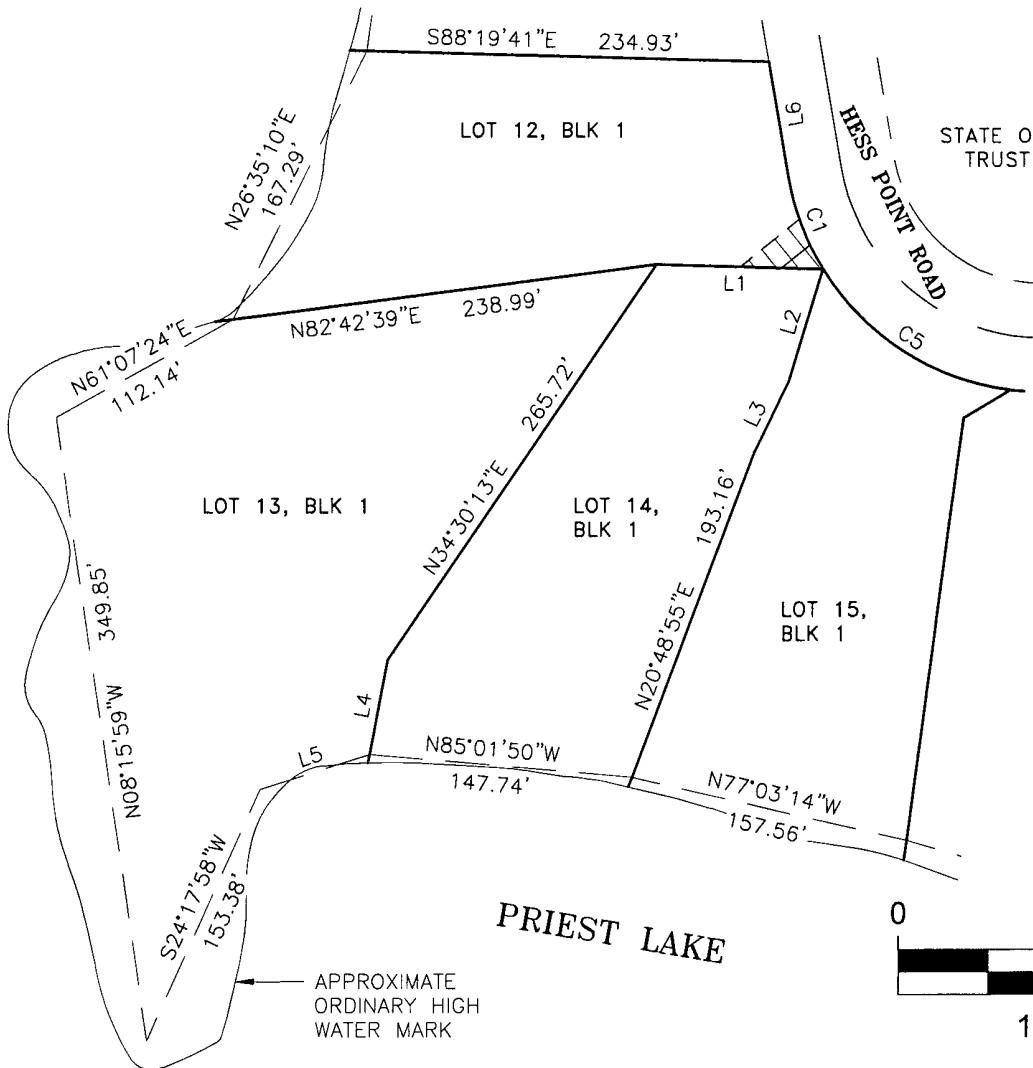
SUBJECT TO: Existing rights-of-way and easements of record on above described parcel.

Digitally signed on:
Aug 15, 2014



Order (JUBA-FID0002)

PRIEST LAKE



LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S88°16'42"E	93.45'
L2	N17°05'07"E	64.43'
L3	N26°15'09"E	43.83'
L4	N11°01'13"E	53.46'
L5	S72°20'48"W	64.11'
L6	N9°35'09"W	64.79'

Jeremy Russell

Digitally signed on:
Aug 15, 2014



CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	55.53'	143.50'	22°10'14"	S20°40'16"E	55.18'
C2	128.13'	143.50'	51°09'25"	S57°20'06"E	123.91'

LEGEND

ACCESS AND UTILITY EASEMENT



CAD FILE: HP_L14_B1

EXHIBIT 6
ACCESS AND UTILITY EASEMENT
LOT 14, BLOCK 1, STATE SUBDIVISION-HESS POINT
NE 1/4 SEC. 28, T60 N, R4 W, B.M.

When recorded return ORIGINAL to:
Idaho Department of Lands
Attn: Real Estate Services Bureau
PO Box 83720
Boise, Idaho 83720-0050

STATE OF IDAHO

DECLARATION OF ACCESS EASEMENT

ELECTRONICALLY RECORDED - DO NOT REMOVE THE COUNTY STAMPED FIRST PAGE AS IT IS NOW INCORPORATED AS PART OF THE ORIGINAL DOCUMENT.

STATE SUBDIVISION – HESS POINT
NO. ES100101

THIS DECLARATION is made this 9th day of October, 2014, by the STATE BOARD OF LAND COMMISSIONERS, acting by and through the IDAHO DEPARTMENT OF LANDS (the "State"), whose mailing address is 300 North 6th Street, Suite 103, P.O. Box 83720, Boise, Idaho 83720-0050.

WHEREAS, the State desires to establish an easement for ingress and egress over and across Endowment Land for the purpose of providing access to STATE SUBDIVISION - HESS POINT from Cavanaugh Bay Road, over Steamboat Bay Road to Hess Point Road and to set forth the maintenance responsibilities of Owners of Lots within said subdivision for the Hess Point Road segment on Endowment Land.

NOW THEREFORE, the State hereby declares that all Lots within STATE SUBDIVISION – HESS POINT shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, sold, and improved, subject to the access and easement rights ("easement rights") described in this Declaration, which are hereby created for the benefit of the Lots. Such easement rights shall constitute encumbrances running with the land and shall be perpetually binding upon and inure to the benefit of the Lots and the State and its successors-in-interest and assigns with respect to the Lots, and all parties having or acquiring any right, title or interest in or to any part of any of the Lots.

A. Definitions:

1. "Declaration" shall mean this Declaration of Access Easement.
2. "Hess Point Road" or "Easement Area" or "road" shall mean the sixty foot (60') wide road easement benefitting Lots within STATE SUBDIVISION – HESS POINT, as described in Exhibit "1", attached hereto and incorporated herein by reference.
3. "Easement" shall mean the perpetual, nonexclusive easement for access created by this Declaration.
4. "Emergency" shall mean a situation that demands unusual or immediate action for the protection or preservation of life or property.

5. "STATE SUBDIVISION – HESS POINT" shall mean STATE SUBDIVISION – HESS POINT, according to the official plat thereof, filed in Book 10 of Plats, at Page(s) 166, Official Records of Bonner County, Idaho.

6. "Lots" shall include all lots located within the official plat of STATE SUBDIVISION – HESS POINT, collectively.

7. "Map" shall mean any map included within any Exhibit attached hereto and incorporated herein by this reference showing the location of the Easement Area or any road or portion thereof the subject of this Declaration.

8. "Owner" or "Owners" shall mean and include all lessees of any of the Lots owned by the State and all fee simple owners of the Lots. The State is not a member of Owners for purposes of imposing any liability, duty or obligation related to the Easement, Easement Area or its maintenance.

B. Purpose:

1. This Easement is only for ingress and egress to the STATE SUBDIVISION – HESS POINT for access associated with the Lots by the Owners. The location of the Easement is more particularly set forth in Exhibit "1".

2. The rights herein conveyed specifically do not include the right to use the road for access for commercial, industrial or recreational developments.

C. Insurance

1. Owners shall maintain insurance coverage for all vehicles in the type and amounts required by the licensing state with an insurance company having an AM Best's Key Rating Guide of B+ VI (financial class) or better rating. Proof of insurance coverage, the type and amounts required shall be made available to the State upon demand. All liability coverages must be on an "occurrence" basis as opposed to "claims made."

2. If any of the Owners retains the services of any contractor, such Owners shall cause each such contractor to maintain insurance commercial general liability insurance in the amount of at least \$1,000,000, per occurrence, with an insurance company authorized to do business in Idaho and having an AM Best's Key Rating Guide of B+ VI (financial class) or better rating.

D. Owners' Covenants:

1. Owners shall comply with all applicable federal, state, and local laws, rules and regulations.

2. Owners shall take measures to control noxious weeds within the Easement Area in accordance with Title 22, Chapter 24, Idaho Code. Owners shall cooperate with any state or other agency authorized to undertake programs for the control or eradication of noxious weeds.

3. Owners shall take all reasonable measures to mitigate fire hazards and to control storm water and erosion within Easement Area.
4. Owners shall not install any gates or post any signage within, on or across, or fence any portion of the Easement Area without the prior written authorization from all other Owners, and the State so long as the State owns any of the Lots or any portion of the Easement Area.
5. Each of the Owners shall indemnify and hold harmless each of the other Owners and the State (so long as the State owns any of the Lots or any portion of the Easement Area) against and from any and all demands, claims, or liabilities of every nature whatsoever, arising directly or indirectly from or in any way connected with the State's use or each such Owner's use of the road or Easement Area, except to the extent such demands, claims, or liabilities result from any of the other Owner's negligence or breach of obligations under this Declaration.

E. Road Construction, Reconstruction and Maintenance:

1. Prior to the disturbance of the road or within the Easement Area, Owners shall be required to obtain written authorization from the State to perform road construction, reconstruction maintenance and repair work ("road maintenance"); and work to be performed shall comply with all applicable federal, state, and local laws, rules and regulations as they exist at the time work is being performed.
2. Costs associated with road maintenance shall be the sole responsibility of Owners unless the State agrees in writing to share the costs of any such road maintenance in advance of such road maintenance being made.
3. Owners shall submit, prior to any road construction or reconstruction, professional plans to the State and obtain the State's written approval prior to commencing any work within the Easement Area. Owners shall not rely on the State's approval as evidence of the adequacy or fitness of such plans for any purpose.
4. Owners shall maintain the road and Easement Area at its own expense, including, but not limited to, grading the road surface; removing any berm on the outside edge; cleaning culverts, ditches, and catch basins, sediment traps; and abating dust. Owners shall minimize side casting of material by spreading the material on the road surface. Owners shall replace or repair damaged culverts.
5. Maintenance work may include taking dust abatement measures if deemed necessary by the State. Dust abatement is keeping a road surface in such condition that dust is kept within the limits necessary to reduce loss of surface material. Water, bituminous products, and other materials may be used for dust abatement.
6. Owners shall provide and maintain sufficient drainage structures (i.e., culverts, ditches, etc.) for the entire length of the Easement in compliance with all applicable federal, state, and local laws, rules and regulations in effect at the time.

7. Road surfacing and drainage shall be required to minimize erosion and to protect the road sub-grade on any portions of the road used for all weather access. Owners shall perform road surfacing and provide and maintain sufficient drainage structures to minimize erosion while allowing for runoff to flow without buildup or ponding of water on the road. All costs for such road surfacing and drainage will be the sole responsibility of Owners.

8. If Owners wish to cut timber within the Easement Area, Owners shall first notify the State in writing of Owners' intent. Prior to cutting any timber, the State may, in its sole discretion, approve of and designate all merchantable timber. If designated by the State, Owners shall either pay fair market value for all merchantable timber cut, or shall cut timber into lengths specified by the State and decked along the nearest road for disposal by the State. Owners shall dispose of slash resulting from timber as designated by the State.

9. If Owners or any party other than the State cause damage to the road or within the Easement Area in excess of normal wear and tear, then it shall be Owners' sole cost to repair the Easement Area. Should the State cause inordinate damage to the road or within the Easement Area due to land management activity, the State shall repair the road and Easement Area to a similar condition prior to commencing activity.

10. Owners shall reimburse and indemnify the State for any and all costs and expenses incurred to repair, restore, or resurface any road and Easement Area to the same condition which existed prior to execution of this Easement or to the condition of such road and Easement Area as subsequently improved pursuant to the approval of the State as provided herein.

11. Owners shall notify the State and any applicable local emergency response system of road construction, reconstruction or maintenance that will cause delays involving access over the road of 2 hours or longer.

12. Should Owners fail to comply with the road maintenance obligations set forth in this Easement, then, within ninety (90) days from the date notice is mailed to Owners, the State may, following notice to Owners and an opportunity to cure as may be set forth in said notice, if cure is reasonably feasible, effect any such cure and may charge Owners with the reasonable cost thereof, including, but not limited to, any and all costs associated with notice and enforcement whether or not a court action is filed.

13. Owners shall not use petroleum products or any known or unknown hazardous materials during any road maintenance, including, but not limited to, dust abatement.

F. The State's Reservations:

1. The State reserves unto itself, the right to construct and maintain such roads over, through, or across said Easement Area and any road thereon as it may deem necessary in the administration and use of its adjoining land.

2. The State reserves unto itself, the right and privilege to use said Easement Area for any and all purposes deemed necessary or desirable in connection with the control, management, administration and use of the State's lands.
3. The State reserves the right to cause temporary delays to Owners' use of the road due to road construction, maintenance or improvement work, or for the control, management and use of the State's adjacent land. The temporary delays shall not unduly interfere with the Owners' use and access over the road.
4. The State reserves the right to grant additional easements over, under, through or along the Easement Area. Any additional easement granted by the State shall not unduly interfere with the Owners' use and access over the road.
5. In the event of increased burden to the Easement Area, as determined by the State in its discretion, the State may transfer ownership of the road and Easement Area to the appropriate local government agency for a public road or for any other legal purpose, provided such transfer shall not unreasonably affect Owners' access over the road and within the Easement Area for the purposes set forth herein.
6. The State reserves unto itself, ownership of all timber, present and future, within the Easement Area and the right to harvest said timber when deemed necessary by the State.

G. Emergency Work:

1. Owners are hereby authorized to enter upon Endowment Lands and other State lands managed by the Department of Lands for the purpose of performing emergency repairs within the Easement Area for damage due to floods, high winds, and other acts of God, provided that Owners provide written notice to the State within forty-eight (48) hours of the time any such emergency work commences. Thereupon, the Department of Lands will assess and collect for any damage to the State lands outside the Easement Area caused by Owners, which shall be promptly paid by Owners.

H. Restrictions on Improvements:

1. Other than the road and drainage structures, no structures or other improvements may be constructed or placed on or within the Easement Area by Owners.

I. Perpetual Easement:

1. This Declaration, the Easement established herein, and the obligations, covenants and restrictions set forth herein shall be perpetual in duration.

J. No Merger:

1. Notwithstanding that the State currently owns all of the Lots, it is recognized that the interests in the Endowment Land and Lots are separate and distinct, and that the State intends that the provisions hereof shall be of full force and effect, and that the Easement provided herein shall not be deemed merged or extinguished.

K. Default:

1. If any of the Owners of any of the Lots shall fail to timely pay its share of the costs as provided herein or shall otherwise fail to perform any of its obligations under this Declaration, the State or the other Owner(s) shall have the right to pursue any right or remedy available at law or in equity to collect the sum due to it. THE STATE SHALL HAVE NO LIABILITY FOR A DEFAULT BY ANY OWNER AND UPON ACCEPTANCE OR USE OF THE EASEMENT THE OWNERS WAIVE ALL CLAIMS AGAINST THE STATE.

L. Governing Law:

1. The interpretation and enforcement of this Declaration shall be according to the laws of the State of Idaho.

M. Severability:

1. The invalidity or unenforceability of any provision hereof shall not limit or affect the validity or enforceability of any other provision.

N. Runs with Land; Amendment:

1. The obligations, covenants, easements and restrictions contained in this Declaration shall be binding upon and shall inure to the benefit of the Lots and the State, and to their respective heirs, personal representatives, successors and assigns; shall constitute covenants that run with the land; and shall be amended, modified, or terminated, if at all, only by the written agreement of the Owners and the State (as long as the State owns any of the Lots or any portion of the Easement Area).

O. Authority:

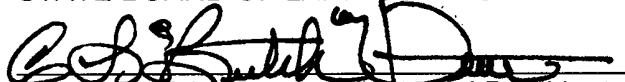
1. This easement is issued by the authority of the Idaho Const. Article IX, §§ 7 and 8, and Idaho Code Title 58 Chapter 6.

P. Acceptance:

1. Each of the Owners of any of the Lots by acceptance of a deed or lease therefor, whether or not it shall be so expressed in such deed or lease, is deemed to covenant and agree to the terms of this Declaration.

IN WITNESS WHEREOF, the State Board of Land Commissioners has caused these presents to be executed by its President, the Governor of the State of Idaho, and countersigned by the Secretary of State and the Director, Idaho Department of Lands.

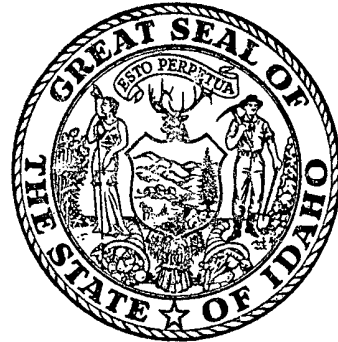
STATE BOARD OF LAND COMMISSIONERS


Governor of the State of Idaho and President
of the State Board of Land Commissioners

Countersigned:


Secretary of State

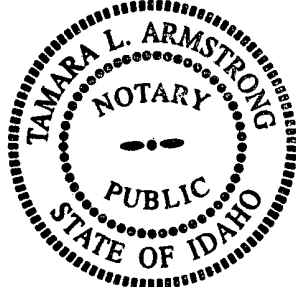

Director, Idaho Department of Lands

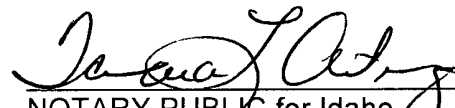


STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this 9th day of October, 2014, before me, a Notary Public in and for said State, personally appeared **C.L. "BUTCH" OTTER**, known to me to be the Governor of the State of Idaho and President of the State Board of Land Commissioners; **BEN YSURSA**, known to me to be the Secretary of State for the State of Idaho; and **THOMAS M. SCHULTZ, JR.**, known to me to be the Director of Department of Lands of the State of Idaho, that executed the same instrument and acknowledged to me that such State of Idaho and State Board of Land Commissioners executed same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year written above.




NOTARY PUBLIC for Idaho
Residing at Boise,
Idaho
My Commission expires:
12-26-18



J-U-B ENGINEERS, INC.

J-U-B COMPANIES



THE
LANGDON
GROUP



GATEWAY
MAPPING
INC.

EXHIBIT 1
LEGAL DESCRIPTION
of
ACCESS AND UTILITY EASEMENT
for
STATE SUBDIVISION-HESS POINT

IDAHO DEPT. OF LANDS

A strip of land 60 feet in width, being situated in Sections 27, 28, 34 and 35, Township 60 North, Range 4 West, B.M., Bonner County, Idaho, lying 30 feet on each side of the following described centerline:

COMMENCING at an aluminum cap marking the northerly Meander Corner between Section 28 and Section 27, as shown on Record of Survey, recorded June 24, 1987 as Instrument Number 336643, records of Bonner County, Idaho, (from which an aluminum cap marking the southerly Meander Corner between Section 28 and Section 27, bears South $00^{\circ}54'36''$ West, 2009.94 feet); thence South $00^{\circ}54'36''$ West, along the east line of said Section 28, a distance of 259.29 feet, more or less, to the POINT OF BEGINNING.

thence along said centerline the following sixty-nine (69) courses:

1. 21.29 feet along the arc of a non-tangent curve to the right, having a radius of 50.00 feet, through a central angle of $24^{\circ}23'42''$, said curve having a long chord which bears South $52^{\circ}56'10''$ West a chord distance of 21.13 feet;
2. South $65^{\circ}08'01''$ West, 11.47 feet;
3. 46.06 feet along the arc of a curve to the left, having a radius of 45.00 feet, through a central angle of $58^{\circ}38'38''$, said curve having a long chord which bears South $35^{\circ}48'42''$ West a chord distance of 44.07 feet;
4. South $6^{\circ}29'24''$ West, 246.70 feet;
5. 163.34 feet along the arc of a curve to the left, having a radius of 700.00 feet, through a central angle of $13^{\circ}22'12''$, said curve having a long chord which bears South $0^{\circ}11'42''$ East a chord distance of 162.97 feet;
6. 78.90 feet along the arc of a reverse curve to the right, having a radius of 170.00 feet, through a central angle of $26^{\circ}35'29''$, said curve having a long chord which bears South $6^{\circ}24'57''$ West a chord distance of 78.19 feet;
7. South $19^{\circ}42'41''$ West, 68.21 feet;
8. 221.66 feet along the arc of a curve to the left, having a radius of 1,200.00 feet, through a central angle of $10^{\circ}35'00''$, said curve having a long chord which bears South $14^{\circ}25'11''$ West a chord distance of 221.34 feet;
9. 73.86 feet along the arc of a reverse curve to the right, having a radius of 500.00 feet, through a central angle of $8^{\circ}27'50''$, said curve having a long chord which bears South $13^{\circ}21'36''$ West a chord distance of 73.79 feet;
10. 62.40 feet along the arc of a reverse curve to the left, having a radius of 300.00 feet, through a central angle of $11^{\circ}55'05''$, said curve having a long chord which bears South $11^{\circ}37'58''$ West a chord distance of 62.29 feet;

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Page 1 of 4

a 7825 Meadowlark Way, Coeur d'Alene, ID 83815 p 208 762 8787 f 208 762 9797 w www.iub.com

11. 217.05 feet along the arc of a reverse curve to the right, having a radius of 2,000.00 feet, through a central angle of $6^{\circ}13'05''$, said curve having a long chord which bears South $8^{\circ}46'58''$ West a chord distance of 216.94 feet;
12. 112.46 feet along the arc of a reverse curve to the left, having a radius of 300.00 feet, through a central angle of $21^{\circ}28'39''$, said curve having a long chord which bears South $1^{\circ}09'11''$ West a chord distance of 111.80 feet;
13. South $9^{\circ}35'09''$ East, 91.41 feet;
14. 210.85 feet along the arc of a curve to the left, having a radius of 113.50 feet, through a central angle of $106^{\circ}26'13''$, said curve having a long chord which bears South $62^{\circ}48'16''$ East a chord distance of 181.81 feet;
15. North $63^{\circ}58'38''$ East, 172.68 feet;
16. 24.66 feet along the arc of a curve to the left, having a radius of 50.00 feet, through a central angle of $28^{\circ}15'22''$, said curve having a long chord which bears North $49^{\circ}50'57''$ East a chord distance of 24.41 feet;
17. North $35^{\circ}43'16''$ East, 74.29 feet;
18. 23.88 feet along the arc of a curve to the left, having a radius of 75.00 feet, through a central angle of $18^{\circ}14'35''$, said curve having a long chord which bears North $26^{\circ}35'58''$ East a chord distance of 23.78 feet;
19. North $17^{\circ}28'41''$ East, 119.62 feet;
20. 134.17 feet along the arc of a curve to the right, having a radius of 150.00 feet, through a central angle of $51^{\circ}14'54''$, said curve having a long chord which bears North $43^{\circ}06'08''$ East a chord distance of 129.74 feet;
21. North $68^{\circ}43'35''$ East, 35.03 feet;
22. 98.73 feet along the arc of a curve to the right, having a radius of 300.00 feet, through a central angle of $18^{\circ}51'21''$, said curve having a long chord which bears North $78^{\circ}09'15''$ East a chord distance of 98.28 feet;
23. North $87^{\circ}34'56''$ East, 47.57 feet;
24. 13.81 feet along the arc of a curve to the right, having a radius of 50.00 feet, through a central angle of $15^{\circ}49'32''$, said curve having a long chord which bears South $84^{\circ}30'18''$ East a chord distance of 13.77 feet;
25. South $76^{\circ}35'32''$ East, 92.61 feet;
26. 13.57 feet along the arc of a curve to the left, having a radius of 20.00 feet, through a central angle of $38^{\circ}53'01''$, said curve having a long chord which bears North $83^{\circ}57'57''$ East a chord distance of 13.31 feet;
27. North $64^{\circ}31'26''$ East, 149.27 feet;
28. 667.66 feet along the arc of a curve to the right, having a radius of 500.00 feet, through a central angle of $76^{\circ}30'31''$, said curve having a long chord which bears South $77^{\circ}13'18''$ East a chord distance of 619.15 feet;
29. 29.63 feet along the arc of a reverse curve to the left, having a radius of 100.00 feet, through a central angle of $16^{\circ}58'45''$, said curve having a long chord which bears South $47^{\circ}27'25''$ East a chord distance of 29.53 feet;
30. South $55^{\circ}56'48''$ East, 85.67 feet;
31. 59.51 feet along the arc of a curve to the right, having a radius of 100.00 feet, through a central angle of $34^{\circ}05'41''$, said curve having a long chord which bears South $38^{\circ}53'57''$ East a chord distance of 58.63 feet;
32. South $21^{\circ}51'06''$ East, 93.16 feet;

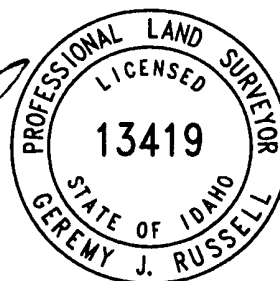
33. 27.50 feet along the arc of a curve to the right, having a radius of 100.00 feet, through a central angle of $15^{\circ}45'18''$, said curve having a long chord which bears South $13^{\circ}58'27''$ East a chord distance of 27.41 feet;
34. 239.41 feet along the arc of a non-tangent curve to the left having a radius of 300.00 feet, through a central angle of $45^{\circ}43'23''$, said curve having a long chord which bears South $28^{\circ}57'30''$ East a chord distance of 233.10 feet;
35. South $51^{\circ}49'12''$ East, 189.05 feet;
36. 161.26 feet along the arc of a curve to the left, having a radius of 1,000.00 feet, through a central angle of $9^{\circ}14'23''$, said curve having a long chord which bears South $56^{\circ}26'23''$ East a chord distance of 161.09 feet;
37. 242.16 feet along the arc of a reverse curve to the right, having a radius of 175.00 feet, through a central angle of $79^{\circ}17'01''$, said curve having a long chord which bears South $21^{\circ}25'04''$ East a chord distance of 223.30 feet;
38. South $18^{\circ}13'26''$ West, 345.59 feet;
39. 65.31 feet along the arc of a curve to the left, having a radius of 200.00 feet, through a central angle of $18^{\circ}42'33''$, said curve having a long chord which bears South $8^{\circ}52'10''$ West a chord distance of 65.02 feet;
40. South $0^{\circ}29'07''$ East, 128.66 feet;
41. 166.15 feet along the arc of a curve to the left, having a radius of 175.00 feet, through a central angle of $54^{\circ}23'52''$, said curve having a long chord which bears South $27^{\circ}41'03''$ East a chord distance of 159.98 feet;
42. South $54^{\circ}52'59''$ East, 106.36 feet;
43. 151.59 feet along the arc of a curve to the right, having a radius of 1,000.00 feet, through a central angle of $8^{\circ}41'08''$, said curve having a long chord which bears South $50^{\circ}32'25''$ East a chord distance of 151.45 feet;
44. 127.29 feet along the arc of a reverse curve to the left, having a radius of 300.00 feet, through a central angle of $24^{\circ}18'35''$, said curve having a long chord which bears South $58^{\circ}21'09''$ East a chord distance of 126.33 feet;
45. South $70^{\circ}30'26''$ East, 107.99 feet;
46. 359.58 feet along the arc of a curve to the right, having a radius of 400.00 feet, through a central angle of $51^{\circ}30'23''$, said curve having a long chord which bears South $44^{\circ}45'15''$ East a chord distance of 347.60 feet;
47. South $19^{\circ}00'03''$ East, 298.95 feet;
48. 31.97 feet along the arc of a curve to the left, having a radius of 50.00 feet, through a central angle of $36^{\circ}38'11''$, said curve having a long chord which bears South $37^{\circ}19'09''$ East a chord distance of 31.43 feet;
49. South $55^{\circ}38'15''$ East, 31.50 feet;
50. 104.03 feet along the arc of a curve to the right, having a radius of 500.00 feet, through a central angle of $11^{\circ}55'16''$, said curve having a long chord which bears South $49^{\circ}40'37''$ East a chord distance of 103.84 feet;
51. South $43^{\circ}42'59''$ East, 162.97 feet;
52. 335.52 feet along the arc of a curve to the right, having a radius of 500.00 feet, through a central angle of $38^{\circ}26'54''$, said curve having a long chord which bears South $24^{\circ}29'32''$ East a chord distance of 329.26 feet;
53. 262.94 feet along the arc of a reverse curve to the left, having a radius of 500.00 feet, through a central angle of $30^{\circ}07'51''$, said curve having a long chord which bears South $20^{\circ}20'01''$ East a chord distance of 259.92 feet;

54. 62.80 feet along the arc of a reverse curve to the right, having a radius of 300.00 feet, through a central angle of 11° 59' 35", said curve having a long chord which bears South 29° 24' 09" East a chord distance of 62.68 feet;
55. South 23° 24' 21" East, 287.02 feet;
56. 117.14 feet along the arc of a curve to the left, having a radius of 100.00 feet, through a central angle of 67° 06' 53", said curve having a long chord which bears South 56° 57' 48" East a chord distance of 110.55 feet;
57. North 89° 28' 46" East, 738.48 feet;
58. 25.52 feet along the arc of a curve to the left, having a radius of 200.00 feet, through a central angle of 7° 18' 44", said curve having a long chord which bears North 85° 49' 24" East a chord distance of 25.51 feet;
59. North 82° 10' 02" East, 63.07 feet;
60. 167.45 feet along the arc of a curve to the right, having a radius of 500.00 feet, through a central angle of 19° 11' 19", said curve having a long chord which bears South 88° 14' 19" East a chord distance of 166.67 feet;
61. South 78° 38' 39" East, 129.27 feet;
62. 37.17 feet along the arc of a curve to the left, having a radius of 200.00 feet, through a central angle of 10° 38' 49", said curve having a long chord which bears South 83° 58' 04" East a chord distance of 37.11 feet;
63. South 89° 17' 29" East, 116.24 feet;
64. 60.61 feet along the arc of a curve to the right, having a radius of 1,000.00 feet, through a central angle of 3° 28' 21", said curve having a long chord which bears South 87° 33' 18" East a chord distance of 60.60 feet;
65. South 85° 49' 08" East, 54.14 feet;
66. 52.67 feet along the arc of a curve to the right, having a radius of 200.00 feet, through a central angle of 15° 05' 18", said curve having a long chord which bears South 78° 16' 29" East a chord distance of 52.52 feet;
67. South 70° 43' 49" East, 204.90 feet;
68. 288.78 feet along the arc of a curve to the left, having a radius of 700.00 feet, through a central angle of 23° 38' 12", said curve having a long chord which bears South 82° 32' 55" East a chord distance of 286.73 feet;
69. North 85° 37' 59" East, 102.87 feet, more or less, to a point along the centerline of Cavanaugh Bay Road, said point being the POINT OF TERMINUS, from which the northwest corner of said Section 35 bears North 74° 17' 00" west, a distance of 249.78 feet, lengthening and shortening the sidelines of said strip to terminate on the east line of the NE 1/4 of said Section 28 and the westerly right-of-way of Cavanaugh Bay Road.

SUBJECT TO: Existing rights-of-way and easements of record on above described parcel.

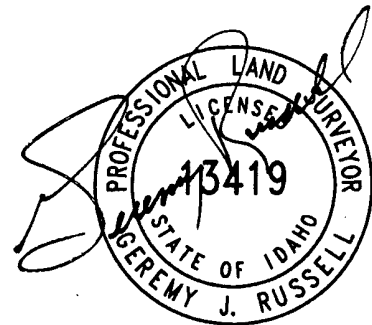
Jeremy Russell

Digitally signed on:
August 15, 2013



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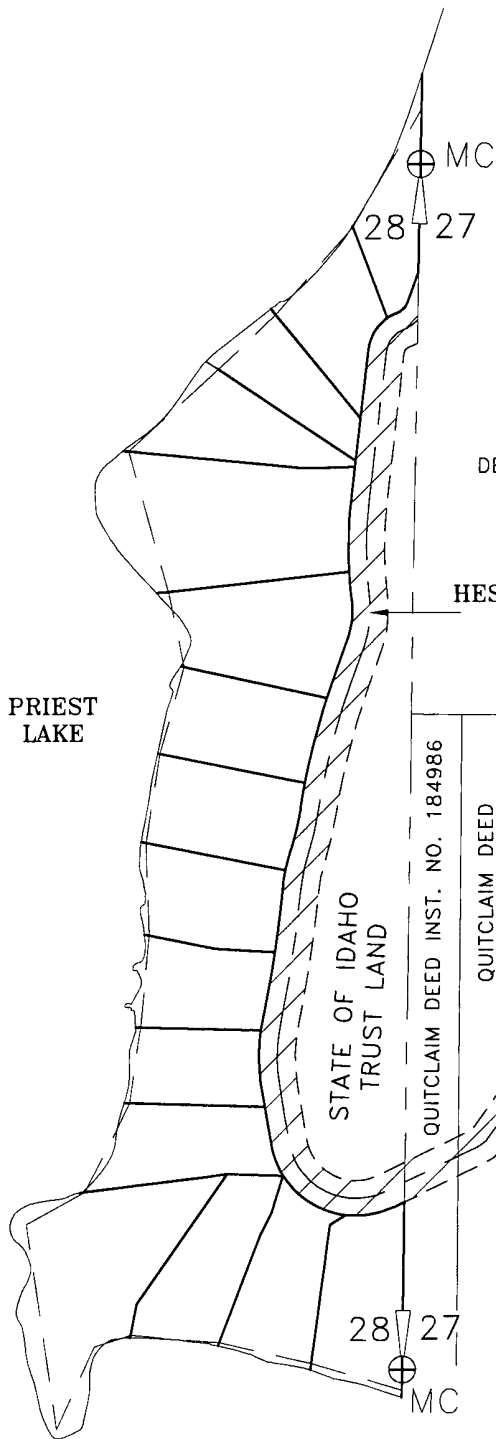
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Digitally signed on:
August 15, 2013

PERSONAL REPRESENTATIVE'S DEED OF DISTRIBUTION INST. NO. 791316

PRIEST LAKE



HESS POINT ROAD

STATE OF IDAHO TRUST LAND

QUITCLAIM DEED INST. NO. 184986

QUITCLAIM DEED INST. NO. 678206

WARRANTY DEED INST. NO. 754839

WARRANTY DEED INST. NO. 353908

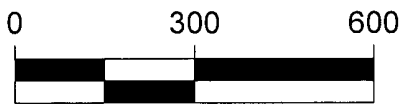
STEAMBOAT BAY ROAD

PLAT OF PERKINS BEACH LOTS 2ND ADD. INST. NO. 119434

PLAT OF PERKINS BEACH LOTS 3RD ADD. INST. NO. 119435

PLAT OF PERKINS BEACH LOTS

SEE SHEET 2



1" = 300'

LEGEND



ACCESS AND UTILITY EASEMENT



Engineers • Surveyors • Planners

EXHIBIT 1
MAIN ROAD ACCESS

STATE SUBDIVISION-HESS POINT
SEC. 22, 27, 28, 34 AND 35, T60 N, R4 W, B.M. SHT. 1

CAD FILE: HESS_POINT_ACCESS

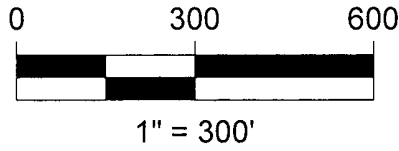
F:\Projects\JUB\20-11-035 IDL_LED Lot Solutions_Priest Lake\Cavanaugh(5)\Cad\Survey\LEGALS\Legals and Exhibits\Hess Point Exhibit\Hess_Point_Access.dwg_Layout2, 8/14/2013 5:18:10 PM

0001 (JUB-A-FIG10R2)

WARRANTY DEED
INST. NO. 353908

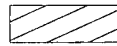
SEE SHEET 1

ROCKY POINT ROAD



WARRANTY DEED
INST. NO. 353908

LEGEND

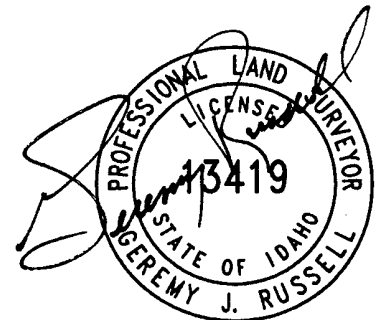


ACCESS AND UTILITY EASEMENT

TANGLEFOOT TRAIL
COUNTY RIGHT-OF-WAY
ACCEPTANCE
INST. NO. 485897

WARRANTY DEED
INST. NO. 353908

PRIVATE
LAND



Digitally signed on:
August 15, 2013

PRIVATE LAND

SEE SHEET 3



Engineers • Surveyors • Planners

**EXHIBIT 1
MAIN ROAD ACCESS**

STATE SUBDIVISION-HESS POINT
SEC. 22, 27, 28, 34 AND 35, T60 N, R4 W, B.M. SHT. 2

CAD FILE HESS_POINT_ACCESS

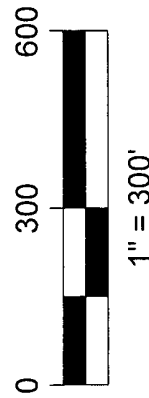
SEE SHEET 2

WARRANTY DEED
INST. NO. 353908

TANGLEFOOT TRAIL
COUNTY RIGHT-OF-WAY
ACCEPTANCE
INST. NO. 485897

RIGHT OF WAY DEED
INST. NO. 43312

RIGHT OF WAY DEED
INST. NO. 43312



PRIVATE LAND

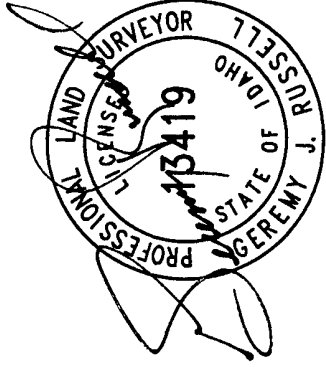
STATE OF IDAHO
TRUST LAND

CAVANAUGH
BAY ROAD

LEGEND



ACCESS AND UTILITY EASEMENT



Digitally signed on:
August 15, 2013

PRIVATE LAND

EXHIBIT 1

MAIN ROAD ACCESS

STATE SUBDIVISION-HESS POINT
SEC. 22, 27, 28, 34 AND 35, T60 N, R4 W, B.M. SHT. 3



J-U-B ENGINEERS, INC.

LAST UPDATE: 8/15/2013
PLOT DATE: 8/15/2013
FILE: HESS POINT ACCESS

CB

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
419 North Second Ave.
Sandpoint, ID 83864

520199-(HB)

Space Above This Line for Recorder's Use Only

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that on 10/08/2014, **Robert S. Strauss and Leslie Strauss, husband and wife**, of 436 S. Hawthorne Ave., Elmhurst, IL 60126, County of Bonner, State of Idaho the party of the first part, for and in valuable consideration, to it and in hand paid by **Levi B. Edgcombe and Denise Edgcombe, husband and wife, whose address is: 11123 148th St., E., Puyallup, WA 98374**, the party of the second part, the receipt whereof is hereby acknowledged, does by these presents, grants, bargain, sell and convey unto said party of the second part, its heirs and assigns, the following personal property free of liens and without warranty of condition:

Cabin, contents therein, and other improvements situated on Priest Lake Cottage Site Lease Lot #24, R-1184, at Hess Point in Government Lont 1, Section 28, Township 60 North, Range 4 West, Boise Meridian, Bonner County, Idaho.

TO HAVE AND TO HOLD, the same unto the said party of the second part, its heirs and assigns forever, and the said party of the first part hereby covenants that it is the lawful owner of said property, have good right, full power and lawful authority to convey the same, and that it will defend the title thereto against the lawful claims of all persons whomsoever:

IN WITNESS WHEREOF, the said party of the first part has here unto set its hand the day and year first above written.

Dated: 10/11/2014

Robert S. Strauss
_____)
Robert S. Strauss

Leslie Strauss
_____)
Leslie Strauss

STATE OF Illinois)
 SS.
COUNTY OF DuPage)

On this 11 day of October, 2014, before me, a Notary Public in and for said State, personally appeared **Robert S. Strauss and Leslie Strauss**, known or identified to me to be the person(s) whose name(s) are subscribed to the within instrument, and acknowledged to me that they executed the same.



Michael Graziano

Notary Public of Illinois
Residing at: 163 N. York Rd. Elmhurst IL 60126
Commission Expires: Aug 28, 2017

ELECTRONICALLY RECORDED - DO NOT REMOVE THE COUNTY STAMPED FIRST PAGE AS IT IS NOW INCORPORATED AS PART OF THE ORIGINAL DOCUMENT.

- Accommodation -

When recorded return ORIGINAL to:
Idaho Department of Lands
Attn: Real Estate Services Bureau
PO Box 83720
Boise, Idaho 83720-0050

Instrument # 877417

BONNER COUNTY, SANDPOINT, IDAHO
8-7-2015 12:38:44 PM No. of Pages: 19
Recorded for: FIRST AMERICAN TITLE AND
Michael W Rosedale Fee: \$0.00
Ex-Officio Recorder Deputy
Index to: MISC

Randi K. Claherty

[***THIS INSTRUMENT IS RECORDED TO CORRECT AND CLARIFY INSTRUMENT No. 865293 RECORDED IN BONNER COUNTY, IDAHO, AND RERECORDED AS INSTRUMENT No. 865408 BONNER COUNTY, IDAHO, THAT ALL LOTS WITHIN THE SUBJECT SUBDIVISION ARE GRANTED AN EASEMENT FOR INGRESS AND EGRESS AND FOR UTILITIES OVER, UNDER AND ACROSS ALL ROADS WITHIN THE SUBDIVISION, AND TO CORRECT SOME DRIVEWAY ACCESSES.]

**STATE OF IDAHO
DECLARATION OF DRIVEWAY AND UTILITY EASEMENT
STATE SUBDIVISION – HESS POINT
NO. ES100070**

THIS DECLARATION ("Declaration") is made this 6th day of August, 2015, by the STATE BOARD OF LAND COMMISSIONERS, 300 North 6th Street, Suite 103, P.O. Box 83720, Boise, Idaho 83720-0050 ("State").

WHEREAS, the State desires to establish a non-exclusive easement for the benefit of all Lots within the subdivision for ingress and egress and for utilities over, across and under all roads within the subdivision, and an easement for the benefit of any Dominant Lot for ingress and egress and for utilities over, across and under any Driveway located upon any Servient Lot to a subdivision road as described in the Exhibits attached hereto and incorporated herein by reference in STATE SUBDIVISION – HESS POINT, according to the official plat thereof, filed in filed in Book 10 of Plats, at Page 166, Instrument No. 840163, Official Records of Bonner County, Idaho, and to set forth the maintenance responsibilities of the Owners of the Lots.

NOW THEREFORE, the State hereby grants to and for the benefit of all Lots a non-exclusive easement for ingress and egress and for utilities over, under and across all roads within the subdivision, and further grants to and for the benefit of any Dominant Lot an easement for ingress and egress and for utilities over, under and across any Driveway located upon any Servient Lot to a subdivision road, as set forth herein.

A. Definitions:

1. "Declaration" shall mean this Declaration of Driveway and Utility Easement.
2. "Dominant Lot" shall mean any identified Lot which has the right of access and utilities over, across and under any other Lot as identified herein.
3. "Driveway" or "Driveways" shall mean the thirty foot (30') wide private driveway(s), or any other private driveway(s) of lesser width identified herein, located upon any Lot (Servient Lot) to provide any other Lot (Dominant Lot) with access and utilities over, across and under said Lot to a subdivision road and are described or visually shown by an Exhibit or Map attached hereto.
4. "Easement" shall mean the perpetual, nonexclusive easement over, across and under the roads within the subdivision and the Driveways for access and utilities created by this Declaration.
5. "Emergency" shall mean a situation that demands unusual or immediate action for the preservation of life or property.
6. "Exhibit" or "Exhibits" shall mean and include any and all attachments to this Declaration, which shall by reference be incorporated herein as if set forth herein in full.

7. "Lot" or "Lots" shall mean each Lot separately or all Lots as the context requires located in any Block of STATE SUBDIVISION – HESS POINT, according to the official plat thereof, filed in filed in Book 10 of Plats, at Page 166, Instrument No. 840163, Official Records of Bonner County, Idaho. A Lot designation not followed by a specific Block designation shall refer to said Lot in Block 1. In the event that a Lot the subject of this Declaration is not located in Block 1 of the subdivision, then any such Lot in any other Block of the subdivision shall be identified by Lot number and by Block number in the following manner by way of example: Lot 1 Block 3.

8. "Map" or "Maps" shall mean each visual depiction or representation of the Driveway and any of the Lots via map, picture, drawing, or other such visual representation included as part of any Exhibit attached hereto that is intended to show the location of the Driveway.

9. "Owner" or "Owners" shall mean the record holder of title to any of the Lots described herein. The State shall not be considered an Owner as that term is defined herein for purposes of having any obligation herein with regard to any maintenance or costs of any kind associated with the Driveway upon any of the Lots.

10. "Servient Lot" or "Servient Lots" shall mean each and every identified Lot over which any other Lot has the right of access and utilities over, across and under for the benefit of the Dominant Lot.

11. "Utility", "Utilities" or "utilities" shall mean any and all utility lines, appurtenances, and facilities including without limitation, gas, electricity, telephone service, water service, sewer service, and television receiving.

B. Access and Utility Easement:

1. Each Dominant Lot and all Servient Lots are specifically set forth in Exhibit "A".

C. Maintenance:

1. All Driveway and Utility construction, reconstruction, and maintenance work shall comply with all applicable federal, state, and local laws, rules and regulations.

2. The Owners shall share in the costs of maintaining, repairing, replacing, and improving the Driveway, with all decisions as to the incurring of such costs to be made by the unanimous consent of the Owners over any relevant shared portion of the Driveway. If unanimous consent is not reached, the Owner desiring to perform the work shall pay for it.

3. The Easement shall also be for the installation, operation, repair, maintenance, and replacement of such normal and reasonable Utilities as may be necessary to service any Lot; provided however, that all such lines and facilities shall be installed and maintained below ground level at a safe depth as determined by applicable code and marked for easy identification. All costs of operating, maintaining, repairing, and replacing the lines and facilities benefitting any applicable Lot shall be borne by the Owner of any such Lot so benefitted, and the Owner of any other Lot not benefitting therefrom, shall have no obligation to maintain or repair or to contribute to the maintenance or repair of any such lines and facilities benefitting any other Lot. Maintenance of any Utilities that benefit more than one Lot shall be shared equally by all equally benefited Lots.

4. Notwithstanding the foregoing, in the event of an Emergency, the Owner of any Lot may perform emergency maintenance without the consent of any other Lot Owner. The Owner of the Lot paying for such Emergency maintenance shall be entitled to reimbursement of any portion of such reasonable costs from the Owner of any other Lot benefited by the emergency maintenance for the reasonable share of the cost of such emergency maintenance, repair, replacement, or improvement.

5. WHETHER OR NOT THE STATE CONTINUES TO OWN ANY OF THE LOTS OR AFTER ANY OF THE LOTS HAVE BEEN CONVEYED, THE STATE SHALL HAVE NO OBLIGATION TO PERFORM MAINTENANCE OF THE DRIVEWAY OR UTILITIES OR TO CONTRIBUTE TO ANY OF THE COSTS OF MAINTENANCE OF THE DRIVEWAY OR UTILITIES IN THE EVENT OF AN EMERGENCY OR OTHERWISE. ALL SUCH COSTS SHALL BE PAID BY THE OWNERS AS PROVIDED HEREIN. HOWEVER, IF THE STATE EFFECTS EMERGENCY OR OTHER REASONABLY NECESSARY REPAIRS OR MAINTENANCE, THEN THE STATE SHALL HAVE A RIGHT OF CONTRIBUTION AGAINST ANY OTHER OWNER OF ANY OTHER LOT BENEFITED BY SUCH REPAIR OR MAINTENANCE.

D. Restrictions on Improvements:

1. Other than the Driveway and Utilities, no structures or other improvements may be constructed or placed on or within the Driveway. Existing structures and/or improvements encroaching within the Driveway may remain, but shall not be replaced within the Driveway if destroyed or removed. No existing structures and/or improvements may be enlarged to encroach within the Driveway.

E. Perpetual Easement:

1. This Declaration, the Easement established herein, and the obligations, covenants and restrictions set forth herein shall be perpetual in duration.

F. No Merger:

1. Notwithstanding that the State currently owns all or the majority of the Lots, it is recognized that the interests in the Endowment Land and Lots are separate and distinct, and that the State intends that the provisions hereof shall be of full force and effect, and that the Easement provided herein shall not be deemed merged or extinguished.

G. Default:

1. If the Owner of any Lot shall fail to timely pay its share of the costs as provided herein or shall otherwise fail to perform any of its obligations under this Declaration, the State or any other affected Owner shall have the right to pursue any right or remedy available at law or in equity to collect the sum due to it. THE STATE SHALL HAVE NO LIABILITY FOR A DEFAULT BY ANY OWNER, AND THE OWNERS WAIVE ALL CLAIMS AGAINST THE STATE.

H. Governing Law:

1. The interpretation and enforcement of this Declaration shall be according to the laws of the State of Idaho.

I. Severability:

1. The invalidity or unenforceability of any provision hereof shall not limit or affect the validity or enforceability of any other provision.

J. Runs with Land; Amendment:

1. The obligations, covenants, easements and restrictions contained in this Declaration shall be binding upon the Lots; shall inure to the benefit of the Lots, the Dominant Lot, the Owners and the State (as long as the State owns any of the Lots, or any portion thereof); shall constitute covenants that run with the land; and shall be amended, modified, or terminated, if at all, only by the written agreement of the Owners of any affected Lot and the State (as long as the State owns any of the Lots).

K. Owners' Covenants:

1. Owners shall comply with all applicable federal, state, and local laws, rules and regulations.

2. Each Owner shall defend, indemnify, and hold harmless the State (as long as the State owns any Lot, or portion thereof), and its officers, agents, and employees, and the other Owners of other affected Lots against and from any and all demands, claims, liabilities, expenses, attorneys' fees, and losses, of every nature whatsoever, arising directly or indirectly, or claimed to arise from or in any way connected to any use of any Driveway or portion thereon, except to the extent any of the same result from the State's or any other Owner's gross negligence or breach of obligations under this Declaration. **Nothing herein shall be deemed a waiver of sovereign immunity, which immunity is hereby reserved to the State.** No Owner shall install any gate on, in or across, or fence the Driveway, or any portion thereof, without the prior written authorization from all other affected Owner(s) of any affected Lot and the State (as long as the State owns any affected Lot).

L. Authority:

1. This Easement is issued by the authority of the Idaho Const. Article IX, §§ 7 and 8, and Idaho Code Title 58 Chapter 6.

M. Acceptance:

1. Each Owner of any Lot by acceptance of a deed or lease therefor, whether or not it shall be so expressed in such deed or lease, shall be deemed to covenant and agree to the terms of this Declaration.

[Remainder of page intentionally left blank]

Consented to by Deeded Owner(s) of Lot 14, Block 1, State Subdivision - Hess Point:

DAVIDSON FAMILY TRUST



Dated: July 14, 2015

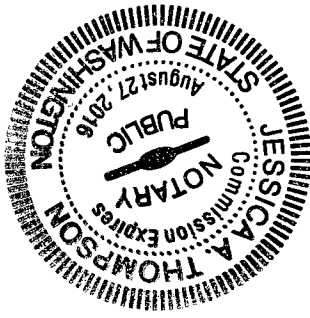
By: JON LEMBERG, Trustee

Mailing address: 5202 S Laurelhurst Ct
Spokane, WA 99223

STATE OF WASHINGTON)
County of SPOKANE) ss.

On this 14 day of July, 2015, before me, a Notary Public in and for the said State, personally appeared JON LEMBERG, known or identified to me to be the person whose name is subscribed to the within instrument as Trustee of the **DAVIDSON FAMILY TRUST**, and acknowledged to me that he executed the same as Trustee.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year written above.

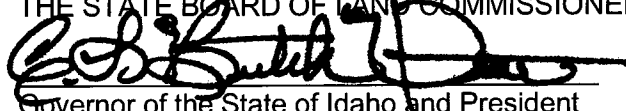


Jessica A Thompson
NOTARY PUBLIC for State of WA
Residing at Spokane
My Commission expires: 08/27/16

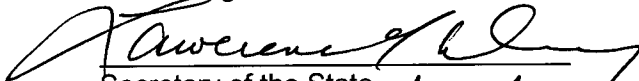
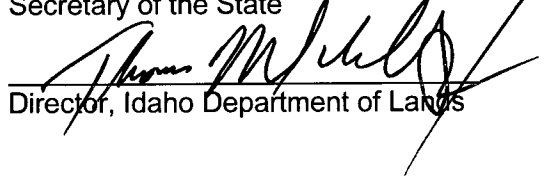
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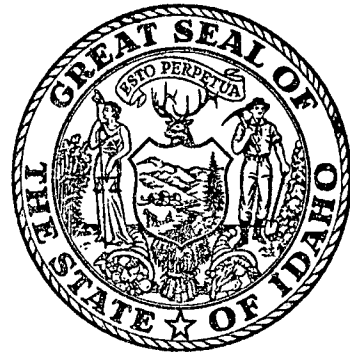
IN WITNESS WHEREOF, the State Board of Land Commissioners has caused these presents to be executed by its President, the Governor of the State of Idaho, and countersigned by the Secretary of State and the Director of the Idaho Department of Lands.

THE STATE BOARD OF LAND COMMISSIONERS


Governor of the State of Idaho and President
of the State Board of Land Commissioners

Countersigned:

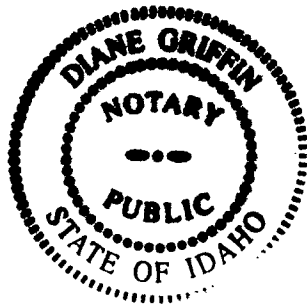

Secretary of the State

Director, Idaho Department of Lands



THE STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this 6th day of August, 2015, before me, a Notary Public in and for said State, personally appeared **C.L. "BUTCH" OTTER**, known to me to be the Governor of the State of Idaho and President of the State Board of Land Commissioners; **LAWRENCE E. DENNEY**, known to me to be the Secretary of State for the State of Idaho; and **THOMAS M. SCHULTZ, JR.**, known to me to be the Director of Department of Lands of the State of Idaho, that executed the same instrument and acknowledged to me that such State of Idaho and the State Board of Land Commissioners executed same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year written above.





NOTARY PUBLIC for Idaho
Residing at Boise, Idaho
My Commission expires:
February 27, 2021

EXHIBIT "A"

HESS POINT SUBDIVISION

Lot 5, as the Dominant Lot, shall have the right of access and utilities over, across and under the Driveway on Lot 6, as the Servient Lot, to Hess Point Road as described on the attached Exhibit 1.

Lot 8, as the Dominant Lot, shall have the right of access and utilities over, across and under the Driveway on Lot 7, as the Servient Lot, to Hess Point Road as described on the attached Exhibit 2.

Lot 10, as the Dominant Lot, shall have the right of access and utilities over, across and under the Driveway on Lot 11, as the Servient Lot, to Hess Point Road as described on the attached Exhibit 3.

Lot 11, as the Dominant Lot, shall have the right of access and utilities over, across and under the Driveway on Lot 10, as the Servient Lot, to Hess Point Road as described on the attached Exhibit 3.

Lot 12, as the Dominant Lot, shall have the right of access and utilities over, across and under the Driveway on Lot 14, as the Servient Lot, to Hess Point Road as described on the attached Exhibit 4.

Lot 13, as the Dominant Lot, shall have the right of access and utilities over, across and under the Driveway on Lots 12 and 14, as the Servient Lots, to Hess Point Road as described on the attached Exhibit 5.

Lot 14, as the Dominant Lot, shall have the right of access and utilities over, across and under the Driveway on Lot 12, as the Servient Lot, to Hess Point Road as described on the attached Exhibit 6.



J-U-B ENGINEERS, INC.

J-U-B COMPANIES



THE LANGDON GROUP



GATEWAY MAPPING INC.

EXHIBIT 1
LEGAL DESCRIPTION
of
ACCESS AND UTILITY EASEMENT
for
LOT 5, BLOCK 1 of STATE SUBDIVISION-HESS POINT

IDAHO DEPT. OF LANDS

A strip of land 30 feet in width, across Lot 6, Block 1 of STATE SUBDIVISION-HESS POINT, according to the plat thereof, recorded as Instrument No. 840163, dated February 22, 2013, records of Bonner County, Idaho being situated in the NE 1/4 of Section 28, Township 60 North, Range 4 West, B.M., Bonner County, Idaho, lying 15 feet on each side of the following described centerline:

COMMENCING at the southeast corner of said Lot 6; thence along the east line of said Lot 6 35.26 feet along the arc of a curve to the left, having a radius of 1,230.00 feet, through a central angle of 1°38'34", said curve having a long chord which bears North 18°53'24" East a chord distance of 35.26 feet; thence continuing along said east line North 19°42'41" East a distance of 53.16 feet to the POINT OF BEGINNING.

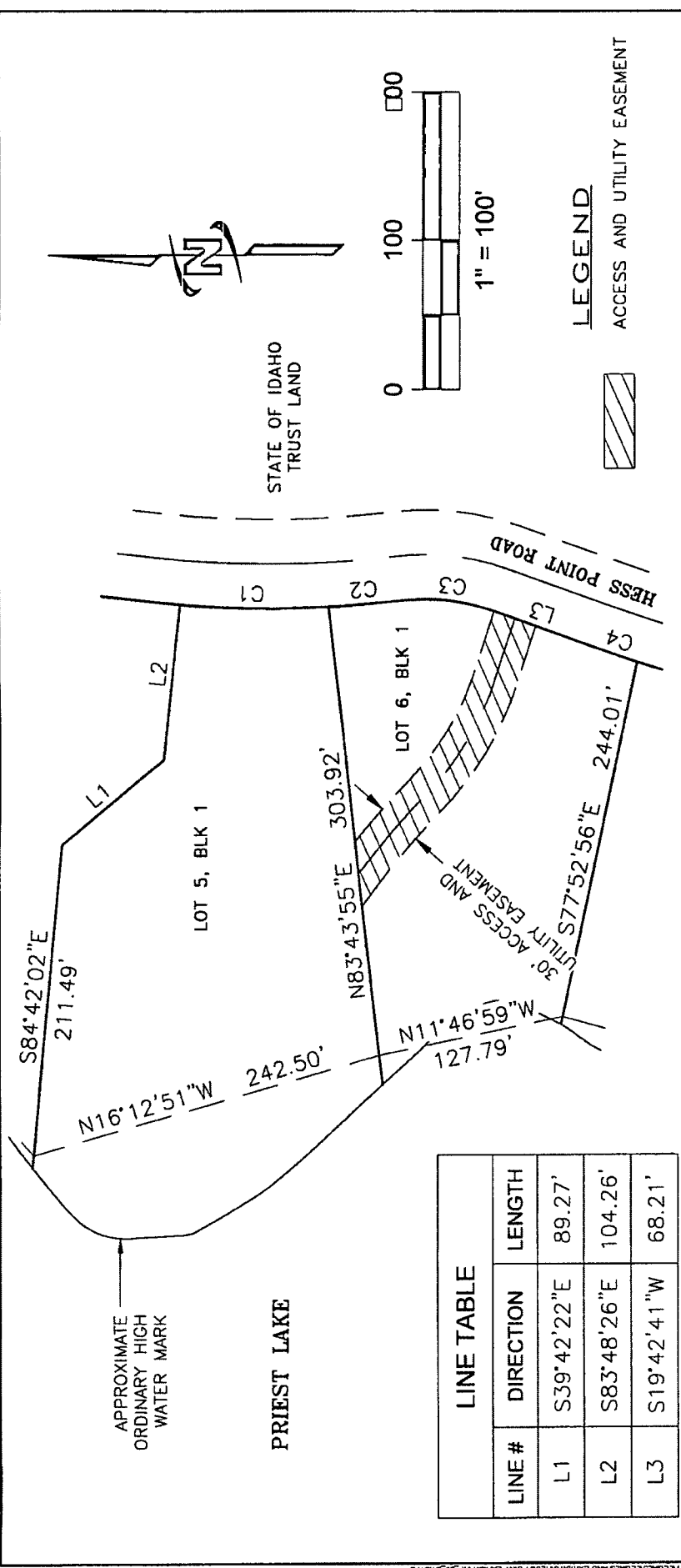
thence leaving said east line of Lot 6, and along said centerline the following three (3) courses:

1. North 71°57'37" West, 41.79 feet;
2. 93.36 feet along the arc of a curve to the right, having a radius of 200.00 feet, through a central angle of 26°44'49", said curve having a long chord which bears North 58°35'13" West a chord distance of 92.52 feet;
3. 68.61 feet along the arc of a reverse curve to the left, having a radius of 500.00 feet, through a central angle of 7°51'43", said curve having a long chord which bears North 49°08'40" West a chord distance of 68.55 feet, more or less, to the north line of said Lot 6 and the POINT OF TERMINUS, lengthening and shortening the sidelines of said strip to terminate on the east and north lines of said Lot 6.

SUBJECT TO: Existing rights-of-way and easements of record on above described parcel.

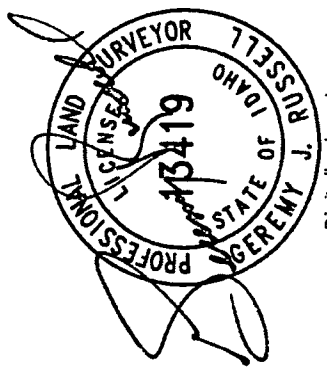
Digitally signed on:
August 15, 2013





LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S39°42'22"E	89.27'
L2	S83°48'26"E	104.26'
L3	S19°42'41"W	68.21'

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	100.30'	730.00'	7°52'21"	S0°50'01"W	100.22'
C2	48.13'	730.00'	3°46'38"	S4°59'29"E	48.12'
C3	64.97'	140.00'	26°35'29"	S6°24'57"W	64.39'
C4	35.26'	1230.00'	1°38'34"	S18°53'24"W	35.26'



Digitally signed on:
August 15, 2013

EXHIBIT 1
ACCESS AND UTILITY EASEMENT
LOT 5, BLOCK 1, STATE SUBDIVISION-HESS POINT
NE 1/4 SEC. 28, T60 N, R4 W, B.M.



LAST UPDATE: 8/20/13
PLOT DATE: 8/14/2013
FILE: HP-LS-81



J-U-B ENGINEERS, INC.

J-U-B COMPANIES



THE LANGDON GROUP



GATEWAY MAPPING INC.

EXHIBIT 2
LEGAL DESCRIPTION
of
ACCESS AND UTILITY EASEMENT
for
LOT 8, BLOCK 1 of STATE SUBDIVISION-HESS POINT

IDAHO DEPT. OF LANDS

A strip of land 30 feet in width, across Lot 7, Block 1 of STATE SUBDIVISION-HESS POINT, according to the plat thereof, recorded as Instrument No. 840163, dated February 22, 2013, records of Bonner County, Idaho being situated in the NE 1/4 of Section 28, Township 60 North, Range 4 West, B.M., Bonner County, Idaho, lying 15 feet on each side of the following described centerline:

COMMENCING at the southeast corner of said Lot 7; thence 36.83 feet along the arc of a non-tangent curve to the right, having a radius of 1230.00 feet, through a central angle of 01° 42' 56", said curve having a long chord which bears North 12° 05' 51 East a chord distance of 36.83 feet to the POINT OF BEGINNING;

thence North 70° 51' 06" West, 89.71 feet;

thence 31.25 feet along the arc of a curve to the left, having a radius of 20.00 feet, through a central angle of 89° 31' 00", said curve having a long chord which bears South 64° 23' 24" West a chord distance of 28.16 feet;

thence South 19° 37' 54" West, 32.44 feet, more or less, to the south line of said Lot 7 and the POINT OF TERMINUS, lengthening and shortening the sidelines of said strip to terminate on the east and south lines of said Lot 7.

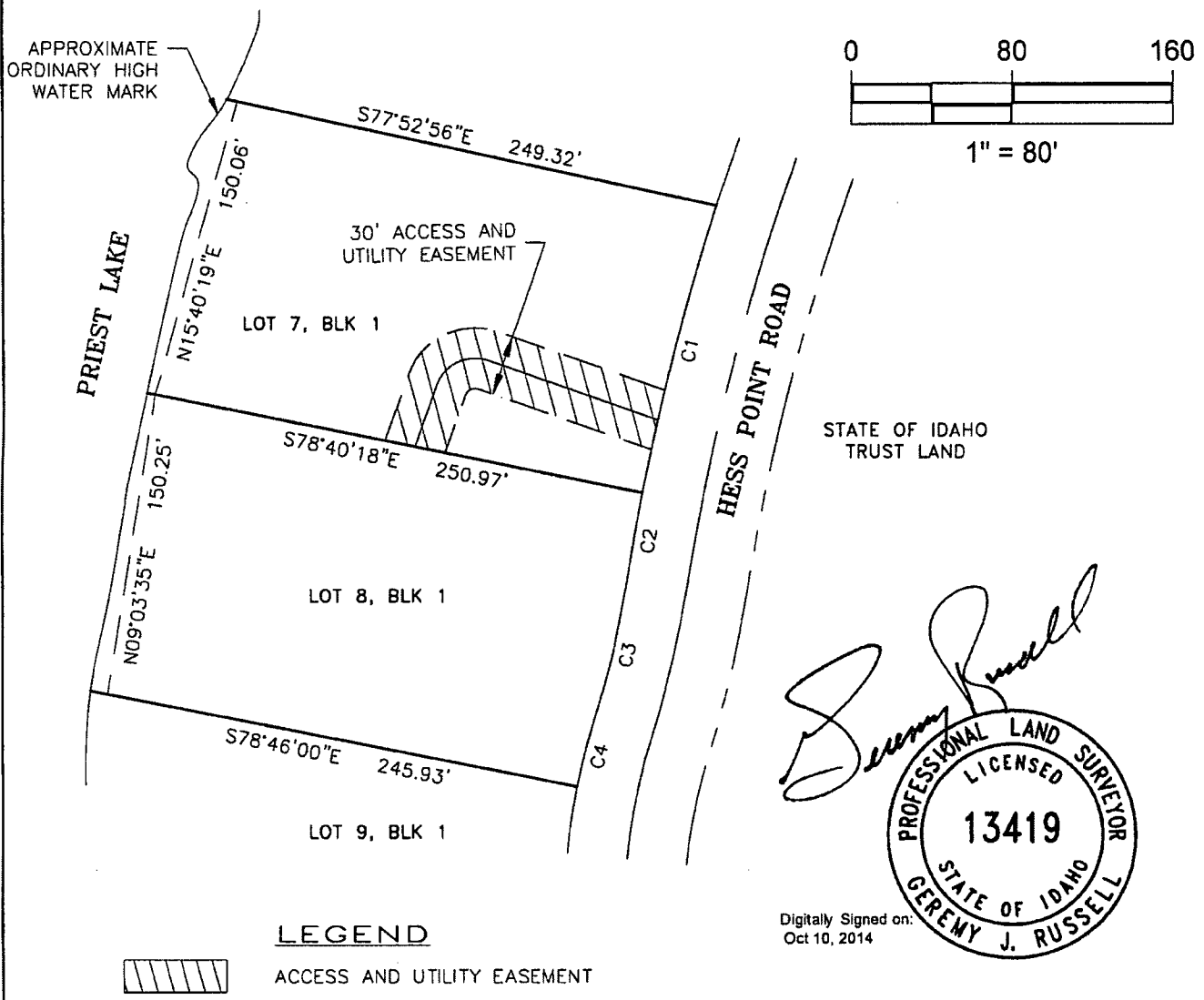
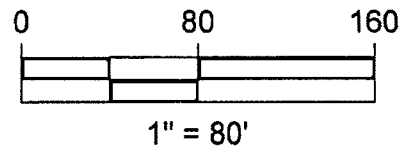
SUBJECT TO: Existing rights-of-way and easements of record and/or appearing on above-described tract.

Digitally signed on:
Oct 10, 2014



Plot Date: 10/10/2014 \\\CD\FILES\PUBLIC\PROJECTS\JUB\20-11-035.IDL_LED LOT SOLUTIONS_PRIEST LAKE\CAVANAUGH\5\CAD\SURVEY\LEGALS AND EXHIBITS\HESS POINT-2014\HP_LB_B1.DWG

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	146.60'	1230.00'	6°49'44"	S14°39'15"W	146.51'
C2	45.33'	1230.00'	2°06'42"	S10°11'02"W	45.33'
C3	69.43'	470.00'	8°27'50"	S13°21'36"W	69.37'
C4	35.17'	330.00'	6°06'20"	S14°32'21"W	35.15'



STATE OF IDAHO
TRUST LAND

Jeremy Russell
 PROFESSIONAL LAND SURVEYOR
 LICENSED
 13419
 STATE OF IDAHO
 GEREYMY J. RUSSELL

Digitally Signed on:
Oct 10, 2014

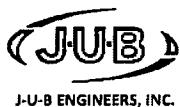


EXHIBIT 2
ACCESS AND UTILITY EASEMENT
 LOT 8, BLOCK 1, STATE SUBDIVISION-HESS POINT
 NE 1/4 SEC. 28, T60 N, R4 W, B.M.



J-U-B ENGINEERS, INC.

J-U-B COMPANIES



THE LANGDON GROUP



GATEWAY MAPPING INC.

EXHIBIT 3
LEGAL DESCRIPTION
of
ACCESS AND UTILITY EASEMENT
for
LOTS 10 AND 11, BLOCK 1 of STATE SUBDIVISION-HESS POINT

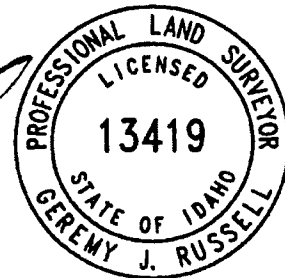
IDAHO DEPT. OF LANDS

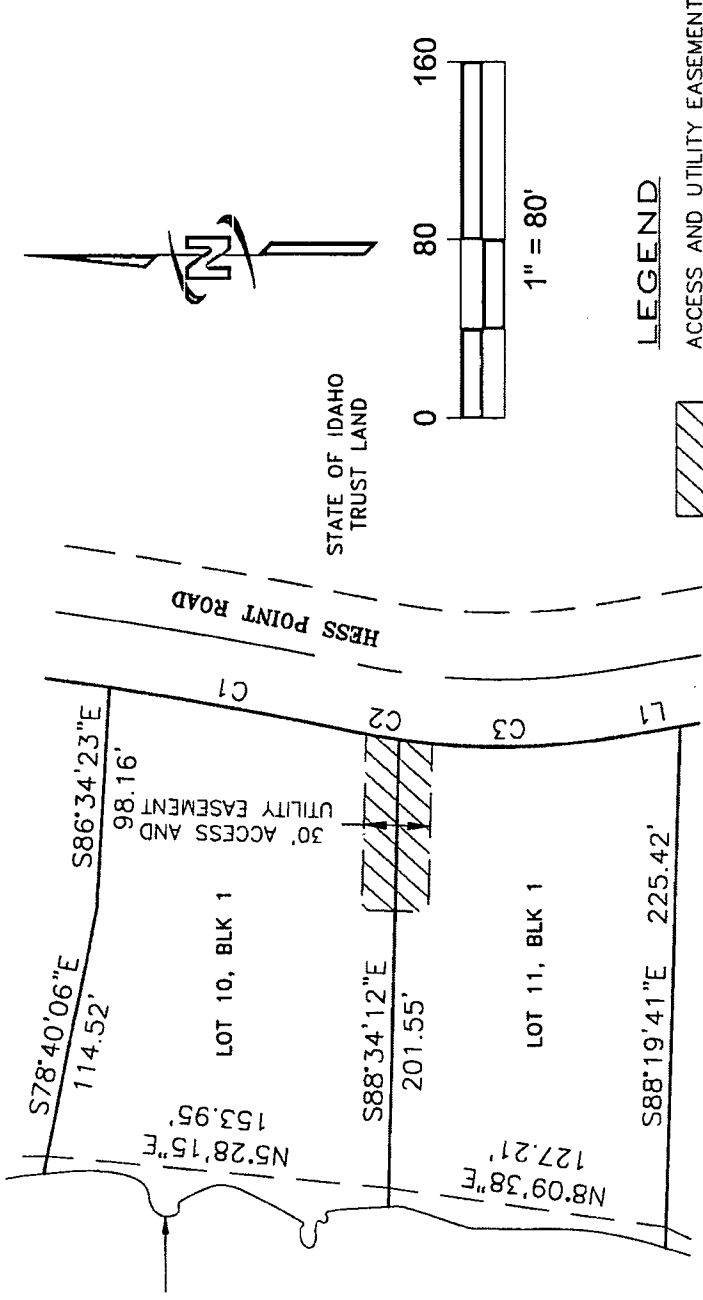
A strip of land 30 feet in width, across Lots 10 and 11, Block 1 of STATE SUBDIVISION-HESS POINT, according to the plat thereof, recorded as Instrument No. 840163, dated February 22, 2013, records of Bonner County, Idaho being situated in the NE 1/4 of Section 28, Township 60 North, Range 4 West, B.M., Bonner County, Idaho, lying 15 feet on each side of the following described centerline:

BEGINNING at the southeast corner of said Lot 10 and the northeast corner of said Lot 11; thence North 88° 34' 12" West along the common line between said Lots 10 and 11, 76.68 feet, more or less, to the POINT OF TERMINUS, lengthening and shortening the sidelines of said strip to terminate on the east lines of said Lots 10 and 11 and a line perpendicular to and bearing North 1° 25' 41" East and South 1° 25' 41" West from the POINT OF TERMINUS.

SUBJECT TO: Existing rights-of-way and easements of record on above described parcel.

Digitally signed on:
August 15, 2013

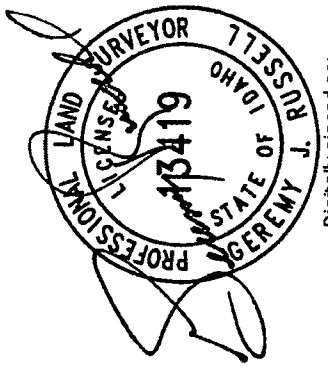
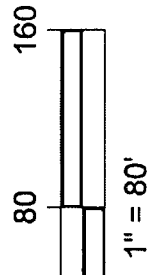
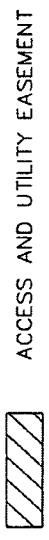




LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S9°35'09"E	26.62'

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	109.95'	1970.00'	3°11'53"	S10°17'34"W	109.94'
C2	22.07'	330.00'	3°49'56"	S9°58'32"W	22.07'
C3	101.63'	330.00'	17°38'44"	S0°45'47"E	101.23'

LEGEND

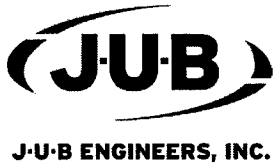


Digitally signed on:
 August 15, 2013

EXHIBIT 3
ACCESS AND UTILITY EASEMENT

LOTS 10 AND 11, BLOCK 1, STATE SUBDIVISION-HESS POINT
 NE 1/4 SEC. 28, T60 N, R4 W, B.M.





J-U-B COMPANIES



THE LANGDON GROUP



GATEWAY MAPPING INC.

EXHIBIT 4
LEGAL DESCRIPTION
of
ACCESS AND UTILITY EASEMENT
for
LOT 12, BLOCK 1 of STATE SUBDIVISION-HESS POINT

IDAHO DEPT. OF LANDS

A strip of land 30 feet in width, across Lot 14, Block 1 of STATE SUBDIVISION-HESS POINT, according to the plat thereof, recorded as Instrument No. 840163, dated February 22, 2013, records of Bonner County, Idaho being situated in the NE 1/4 of Section 28, Township 60 North, Range 4 West, B.M., Bonner County, Idaho, lying 15 feet on each side of the following described centerline:

COMMENCING at the northwest corner of said Lot 14; thence South 88° 16' 37" East along the north line of said Lot 14, 16.03 feet, more or less, to the POINT OF BEGINNING.

thence leaving the north line of said Lot 14 and along said centerline the following three (3) courses:

1. South 18° 54' 60" East, 32.41 feet;
2. North 71° 05' 00" East, 13.72 feet;
3. North 51° 21' 26" East, 39.36 feet, more or less, to the north line of said Lot 14 and the POINT OF TERMINUS, lengthening and shortening the sidelines of said strip to terminate on the north line of said Lot 14.

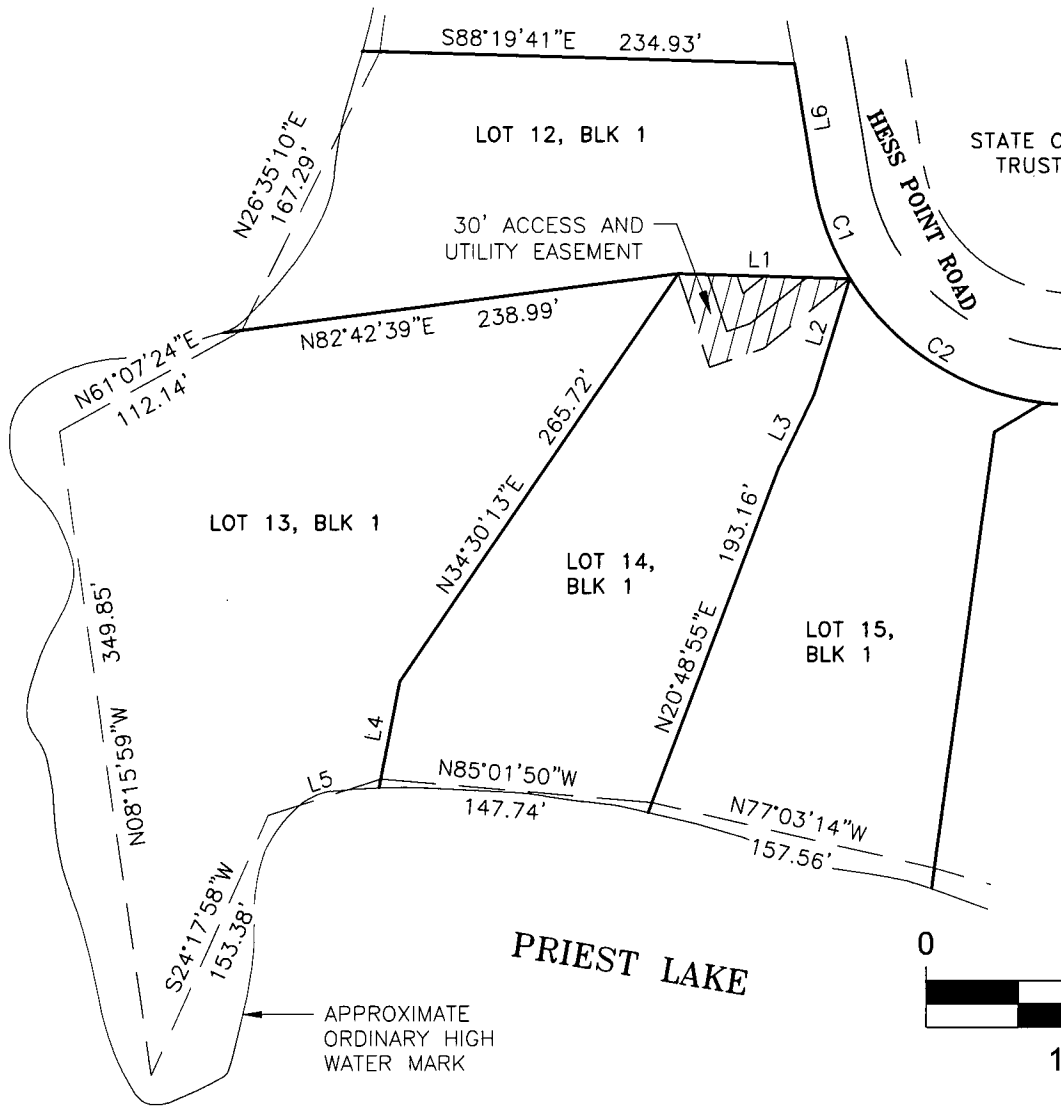
SUBJECT TO: Existing rights-of-way and easements of record on above described parcel.

Digitally signed on:
Aug 15, 2014



0104 (MBA-FIG10RZ)

PRIEST LAKE



STATE OF IDAHO TRUST LAND

30' ACCESS AND UTILITY EASEMENT

HESS POINT ROAD

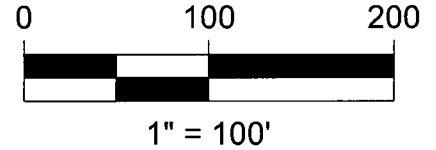
LOT 13, BLK 1

LOT 14, BLK 1

LOT 15, BLK 1

PRIEST LAKE

APPROXIMATE ORDINARY HIGH WATER MARK



LINE TABLE

LINE #	DIRECTION	LENGTH
L1	S88°16'42"E	93.45'
L2	N17°05'07"E	64.43'
L3	N26°15'09"E	43.83'
L4	N11°01'13"E	53.46'
L5	S72°20'48"W	64.11'
L6	N9°35'09"W	64.79'

Jeremy Russell

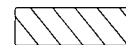
Digitally signed on:
Aug 15, 2014



CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	55.53'	143.50'	22°10'14"	S20°40'16"E	55.18'
C2	128.13'	143.50'	51°09'25"	S57°20'06"E	123.91'

LEGEND



ACCESS AND UTILITY EASEMENT



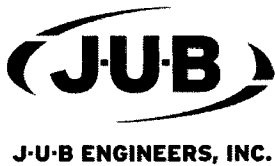
J-U-B ENGINEERS, INC.

CAD FILE: HP_L12.B1

EXHIBIT 4

ACCESS AND UTILITY EASEMENT

LOT 12, BLOCK 1, STATE SUBDIVISION-HESS POINT
NE 1/4 SEC. 28, T60 N, R4 W, B.M.



J-U-B COMPANIES



THE LANGDON GROUP



GATEWAY MAPPING INC.

EXHIBIT 5
LEGAL DESCRIPTION
of
ACCESS AND UTILITY EASEMENT
for
LOT 13, BLOCK 1 of STATE SUBDIVISION-HESS POINT

IDAHO DEPT. OF LANDS

A strip of land 30 feet in width, across Lots 12 and 14, Block 1 of STATE SUBDIVISION-HESS POINT, according to the plat thereof, recorded as Instrument No. 840163, dated February 22, 2013, records of Bonner County, Idaho being situated in the NE 1/4 of Section 28, Township 60 North, Range 4 West, B.M., Bonner County, Idaho, lying 15 feet on each side of the following described centerline:

COMMENCING at the northwest corner of said Lot 14; thence South 34° 30' 13" West along the west line of said Lot 14, 63.86 feet, more or less, to the POINT OF BEGINNING.

thence leaving the west line of said Lot 14 and along said centerline the following two (2) courses:

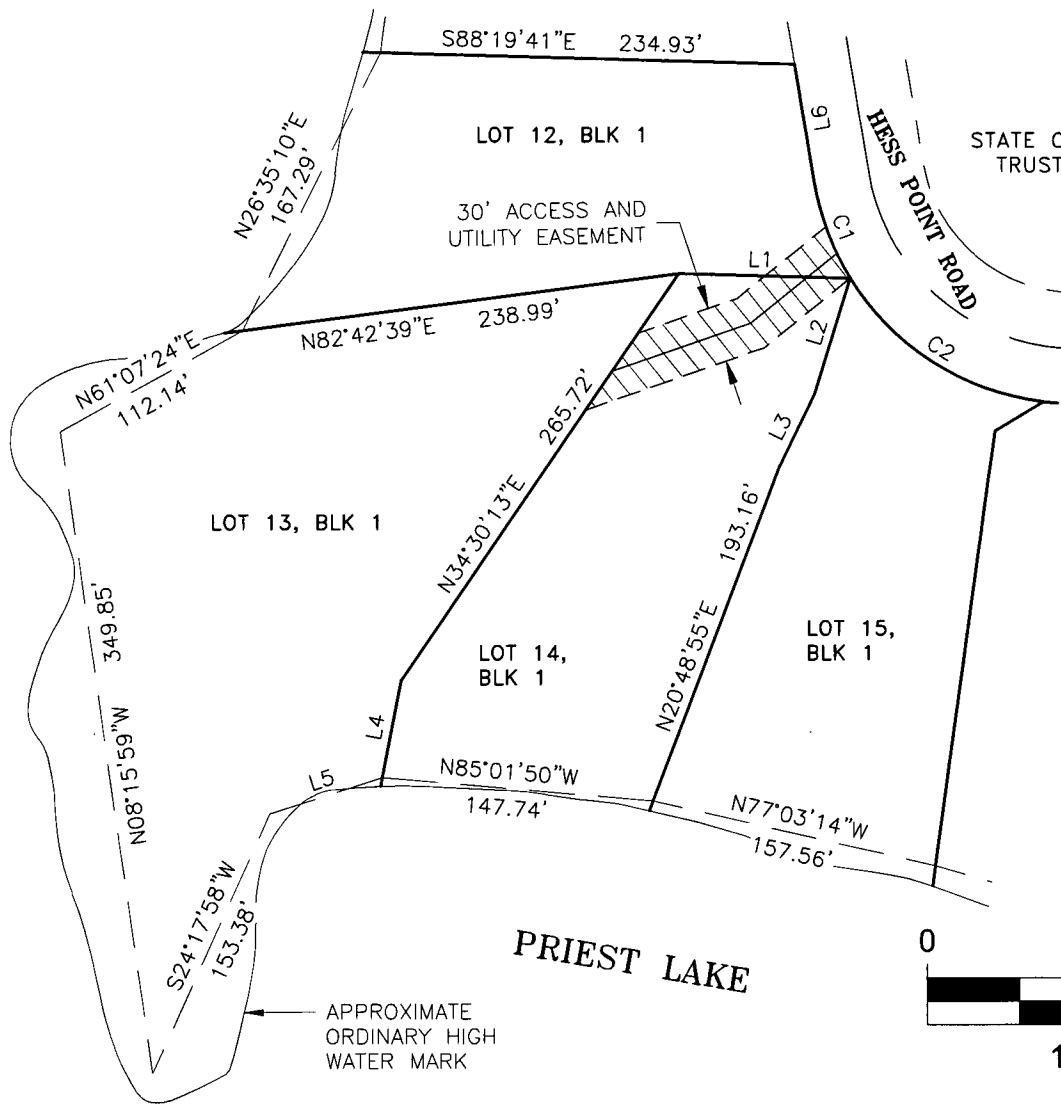
1. North 71° 05' 00" East, 80.01 feet;
2. North 51° 21' 26" East, 59.63 feet, more or less, to the east line of said Lot 12 and the POINT OF TERMINUS, lengthening and shortening the sidelines of said strip to terminate on the west line of said Lot 14 and the east line of said Lot 12.

SUBJECT TO: Existing rights-of-way and easements of record on above described parcel.

Digitally signed on:
Aug 15, 2014



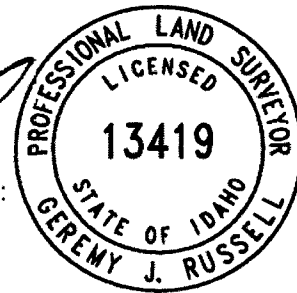
PRIEST LAKE



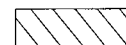
LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S88°16'42"E	93.45'
L2	N17°05'07"E	64.43'
L3	N26°15'09"E	43.83'
L4	N11°01'13"E	53.46'
L5	S72°20'48"W	64.11'
L6	N9°35'09"W	64.79'

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	55.53'	143.50'	22°10'14"	S20°40'16"E	55.18'
C2	128.13'	143.50'	51°09'25"	S57°20'06"E	123.91'

Ceremy Russell
 Digitally signed on:
 Aug 15, 2014



LEGEND



ACCESS AND UTILITY EASEMENT



J-U-B ENGINEERS, INC.

EXHIBIT 5
ACCESS AND UTILITY EASEMENT
 LOT 13, BLOCK 1, STATE SUBDIVISION-HESS POINT
 NE 1/4 SEC. 28, T60 N, R4 W, B.M.



J-U-B ENGINEERS, INC.

J-U-B COMPANIES



THE LANGDON GROUP



GATEWAY MAPPING INC.

EXHIBIT 6
LEGAL DESCRIPTION
of
ACCESS AND UTILITY EASEMENT
for
LOT 14, BLOCK 1 of STATE SUBDIVISION-HESS POINT

IDAHO DEPT. OF LANDS

That portion of Lot 12, Block 1 of STATE SUBDIVISION-HESS POINT, according to the plat thereof, recorded as Instrument No. 840163, dated February 22, 2013, records of Bonner County, Idaho, being situated in the NE 1/4 of Section 28, Township 60 North, Range 4 West, B.M., Bonner County, Idaho, further described as follows:

BEGINNING at the northeast corner of said Lot 14; thence North 88° 16' 42" West along the north line of said Lot 14, 46.32 feet;

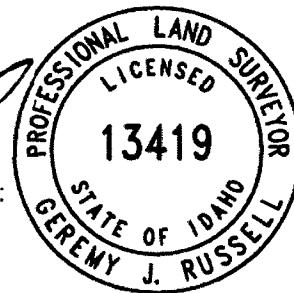
thence North 51° 21' 26" East, 42.25 feet to the east line of said Lot 12;

thence 30.85 feet along the arc of a non-tangent curve to the left, having a radius of 143.50 feet, through a central angle of 12° 19' 09", said curve having a long chord which bears South 25° 35' 48" East a chord distance of 30.79 feet, more or less, to the POINT OF BEGINNING.

thence South 77° 28' 52" East along said south line, 61.40 feet, more or less, to the POINT OF BEGINNING.

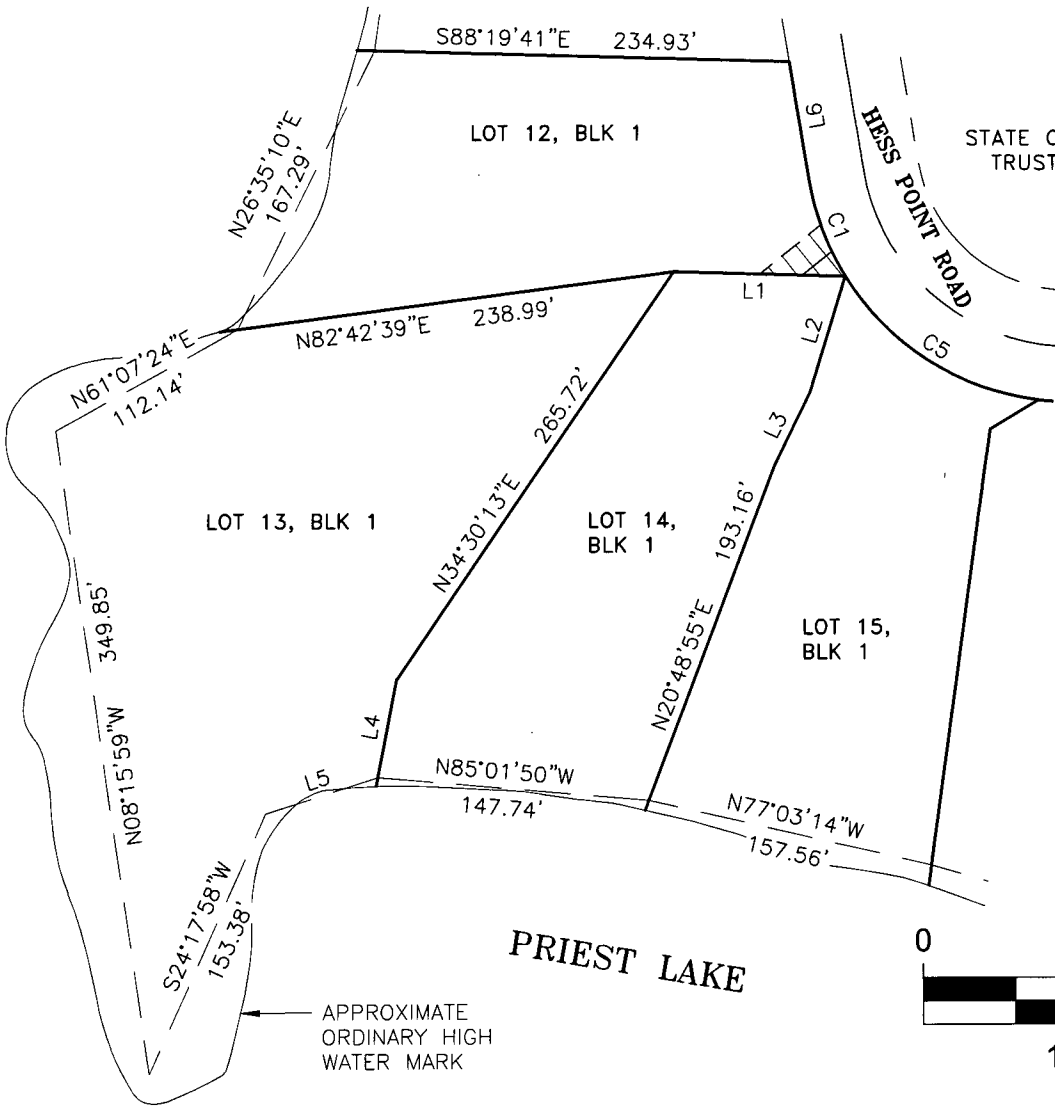
SUBJECT TO: Existing rights-of-way and easements of record on above described parcel.

Digitally signed on:
Aug 15, 2014



04001 (JUB-A-FIG) (09/2)

PRIEST LAKE

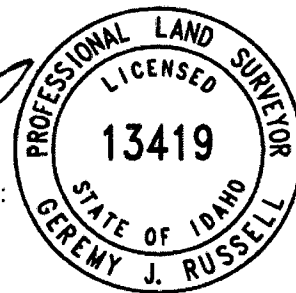


LINE TABLE

LINE #	DIRECTION	LENGTH
L1	S88°16'42"E	93.45'
L2	N17°05'07"E	64.43'
L3	N26°15'09"E	43.83'
L4	N11°01'13"E	53.46'
L5	S72°20'48"W	64.11'
L6	N9°35'09"W	64.79'

Jeremy Russell

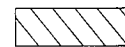
Digitally signed on:
Aug 15, 2014



CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	55.53'	143.50'	22°10'14"	S20°40'16"E	55.18'
C2	128.13'	143.50'	51°09'25"	S57°20'06"E	123.91'

LEGEND



ACCESS AND UTILITY EASEMENT



J-U-B ENGINEERS, INC.

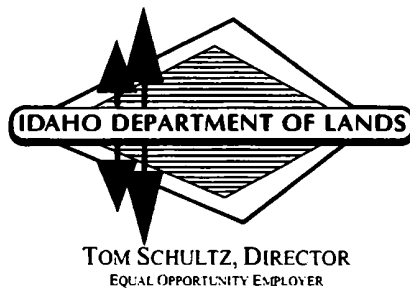
CAD FILE: HP_L14_B1

EXHIBIT 6

ACCESS AND UTILITY EASEMENT

LOT 14, BLOCK 1, STATE SUBDIVISION-HESS POINT
NE 1/4 SEC. 28, T60 N, R4 W, B.M.

PRIEST LAKE
SUPERVISORY AREA
4053 Cavanaugh Bay Rd
Coolin ID 83821
Phone (208) 443-2516
Fax (208) 443-2162



STAT

Instrument # 894413
BONNER COUNTY, SANDPOINT, IDAHO
9-1-2016 04:09:33 PM No. of Pages: 4
Recorded for : LEVI EDGECOMBE
MICHAEL W ROSEDALE Fee: 19.00
Ex-Officio Recorder Deputy
Index to: ENCROACHMENT PERMIT

Lawrence G. Wasden, Attorney General
Brandon Woolf, State Controller
Sherri Ybarra, Sup't of Public Instruction

ENCROACHMENT PERMIT L-97-S-1176

Permission is hereby granted to Levi/Denise Edgcombe of 11123 148th St. East, Puyallup, WA 98374 to construct and maintain a **new 220' long domestic water line lakeward from the ordinary high water mark** located as follows, Priest Lake, adjacent to State Lot 24, Parcel # SCLH000S00240A, Section 28, Township 60 N, Range 4 W, B.M., Bonner County.

All applicable provisions of the Rules for Regulation of Beds, Waters and Airspace over Navigable Lakes and Streams in the State of Idaho, are incorporated herein by reference and made a part thereof.

1. Construction will follow details and specifications shown on the approved drawings and data provided by the applicant. Should such information and data prove to be materially false, incomplete and/or inaccurate, this authorization may be modified, suspended or revoked in accordance with the Administrative Procedures Act, Idaho Code title 67, Chapter 52.
2. This permit does not convey the State's title to, or jurisdiction or management of lands lying below the natural or ordinary high water mark.
3. Acceptance of this permit constitutes permission by the Permittee for representatives of the Idaho Department of Lands to come upon Permittee's lands at all reasonable times to inspect the encroachment authorized by this permit.
4. The Permittee shall indemnify, defend and save harmless, the state, its officers, agents and employees from and against any liability, claims, damages, losses, debts, obligations, judgements, expenses or actions, including reasonable attorneys' fees from action taken related to this permit. If it becomes necessary for the State to defend any action seeking to impose any such liability. Permittee agrees to pay the State all costs of court attorney's fees incurred by the State in effecting such defense in addition to all other sums that the State may be called upon to pay by reason of entry of a judgement against it in the litigation in which such is asserted.

Encroachment Permit No. L-97-S-1176

Page 2

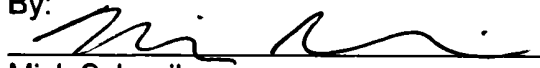
5. This permit is not valid until the number assigned is displayed on letters not less than 3 inches in size.
6. **Idaho Code 58-1306(e)** requires recordation of this permit in the records of the Bonner County Recording Office as a condition of this permit (215 South 1st, Sandpoint, ID 83864). The original permit must be submitted and there is a fee. Call (208) 265-1490 for specific instructions. Proof of recordation in the form of a copy of the page containing the recorders stamp shall be furnished to this office by the Permittee or the permit is not valid.
7. Upon transfer of this real property, you are required to notify this office of the subsequent name change.
8. If the activity authorized herein is not completed on or before the 19th day of **August, 2019** (3 years from the date of issuance), this permit shall automatically expire unless it was previously revoked or otherwise extended.
9. All foam flotation shall be completely encased in a manner that will maintain the structural integrity of the foam. The encasement shall be resistant to the entry of rodents.
10. The use of arsenic-treated, creosote-treated, or Penta-treated lumber in or over the surface waters of the **Priest Lake watershed** shall be prohibited, per the Priest Lake Management Plan, Idaho Code 29-105(3) (p), **Idaho Code**.
11. All construction material related to maintenance must be stockpiled landward of the ordinary/artificial high water mark.
12. This permit supersedes and voids any permit previously issued for this property.
13. Permanent dock covers will not be permitted. Seasonal dock covers for single family and joint two-family encroachments are permitted. Fabric which blends in with the surrounding environment is acceptable. Approved colors include shades of browns, greens and blues. Any other colors would require separate written approval from the Department of Lands. A minimum of two foot of open space clearance between the bottom of the cover and top of the dock decking will be maintained. In order to avoid a building-like appearance, no portion of the fabric roof line can extend beyond the fabric wall profile (no eaves).

14. The Permittee shall maintain the structure or work authorized herein in a good and safe condition and in accordance with the plans and drawings attached hereto.
15. This permit does not relieve the Permittee from obtaining additional local or federal permits as required.
16. All Water Resource laws shall be complied with. Any approved water intake line shall be anchored to the bed of the lake with a nontoxic type of weight. No water shall be diverted by the system until a valid water or appropriation permit is obtained from the Department of Water Resources.
17. As current EPA requirements dictate that disinfecting and filtration systems be used for minimum treatment by surface water purveyors, the Department recommends that small, domestic surface water users do likewise.
18. All construction shall be completed in accordance with descriptions and methods provided unless otherwise specified. Any changes shall be approved in writing by the Department prior to construction.
19. All wood chips and other construction waste shall be removed from the lake upon completion of project.
20. An adequate supply of petroleum-absorbing products shall be on site in the event of a spill when motorized equipment is used.
21. The Permittee or contractor shall have a copy of this permit available for inspection at all times during removal and construction of the dock.
22. The Department is not responsible for any unintended consequences that may occur as a result of the Permittee's scope of work.
23. The pipeline intake should be screened in a manner that would create approach velocities of not more than **0.5 feet per second** and a maximum screen diameter of one-quarter inch.
24. All work shall be completed by hand and in the dry. No mechanical equipment shall be operated on the lakebed.
25. All abandoned sections of the existing water line shall be removed from the lakebed and taken to the nearest Bonner Co. waster transfer station. All abandoned weights shall be removed from the lakebed.

- 26. Hydraulic boat lift systems using petroleum hydraulic fluid or a brand (Sun Fluid) will not be allowed for over water use. It is considered a toxic chemical. The Dept. of Environmental Quality requires a food grade hydraulic fluid for over water use.
- 25. Construction and demolition waste from project work cannot be openly burned as defined by IDAPA 58.01.01.600. Construction and demolition waste shall be treated in accordance with solid waste regulations.
- 26. This permit is contingent upon receiving a water appropriation permit from the Dept. of Water Resources.

FOR THE DIRECTOR

By:



Mick Schanilec

Area Manager, Priest Lake

STATE OF IDAHO)

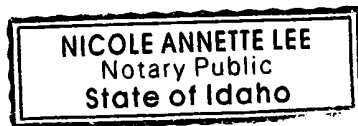
COUNTY OF BONNER) SS

Subscribed and sworn to before me this 19th day of August, 2016.



Notary Public for Idaho

Residing at Coolin



Commission expires: 1/3/2017

Make Checks Payable To:

Bonner Co Tax Collector
 1500 Highway 2, Ste. 304
 Sandpoint ID 83864

2022 Tax Bill / Receipt

Bill Number: 10746
 Code Area: 014-0000
 Bank Code:

Parcel Number:

SC*LH000S00240

1st Half Due		2nd Half Due		Full Due	
Tax	\$856.10	Tax	\$856.10	Tax	\$1,712.20
Late		Late		Late	
Int		Int		Int	
Cost		Cost		Cost	
Total	_____	Total	_____	Total	_____

	Last Year	Current Year
Land Value:	0	0
Improvement Value:	0	343,266
Total Market Value:	0	343,266
HO Exemption:	0	0
Net Market Value:	0	343,266
Total Tax:	\$2,125.78	\$1,712.20

EDGECOMBE, LEVI B & DENISE
 11123 148TH STE E
 PUYALLUP, WA 98374

For questions, contact the Treasurer's Office
 Phone: 208-265-1433

28-60N-4W HESS POINT STATE LOT 24 IN GOV LOT 1 R-1184
 RP059570010020A

310 N HESS PNT RD, COOLIN, ID 83821

Taxing District	Levy Rate	Value
COUNTY	0.001780922	\$611.32
W BONNER BOND		
W BONNER SUPL	0.000839807	\$288.28
W BONNER OTHER	0.000025380	\$8.72
CO RD/BRIDGE	0.000494448	\$169.72
AMBULANCE DIST	0.000187172	\$64.24
PRIEST LK LIBRA	0.000132779	\$45.58
W BONNER CEM	0.000023856	\$8.18
COOLIN/CAV FIRE	0.000921007	\$316.16
COOLIN SEWER		
District Total:	0.004405371	\$1,512.20
TRANSLATOR		\$15.00
SOLID WASTE		\$185.00
Specials Total:		\$200.00
District/Specials Total:		\$1,712.20
- Payments Applied:		-\$1,712.20
Amount Due:		\$0.00



◆◆◆ **IMPORTANT** ◆◆◆
PLEASE READ BOTH FRONT AND BACK
 ◆◆◆ **MONTHLY PAYMENTS ARE ACCEPTED** ◆◆◆

To avoid late charges, payments must be received or postmarked by the due date listed below.

TO AVOID LATE CHARGES, PAYMENTS MUST BE RECEIVED OR POSTMARKED BY THE DUE DATE.

When paying in person, please bring entire bill. If mailing payment, send applicable stub below.

For Proper Credit This Stub Must Be Returned with Payment. Personal Checks Are Subject to Bank Clearance.

EDGECOMBE, LEVI B & DENISE

Delinquencies:



Tax Year: **2022**
 Bill#: **10746**

2nd Half

SC*LH000S00240

014-0000



Amount Due: **\$0.00**

Clorrissa Koster
 Bonner Co Tax Collector
 1500 Highway 2, Ste. 304
 Sandpoint ID 83864

For Proper Credit This Stub Must Be Returned with Payment. Personal Checks Are Subject to Bank Clearance.

EDGECOMBE, LEVI B & DENISE

Delinquencies:



Tax Year: **2022**
 Bill#: **10746**

1st Half

Full Pmt

SC*LH000S00240

014-0000



Amount Due: **\$0.00**

Clorrissa Koster
 Bonner Co Tax Collector
 1500 Highway 2, Ste. 304
 Sandpoint ID 83864

Delinquent If not paid on or before

June 20, 2023

Date Paid:

Check#

Paid By:

Cash

Delinquent If not paid on or before

December 20, 2022

Date Paid:

Check#

Paid By:

Cash

Make Checks Payable To:

Bonner Co Tax Collector
1500 Highway 2, Ste. 304
Sandpoint ID 83864

2022 Tax Bill / Receipt

Bill Number: 29807
Code Area: 014-0000
Bank Code:

Parcel Number:

RP059570010020

1st Half Due		2nd Half Due		Full Due	
Tax	\$0.00	Tax	\$0.00	Tax	\$0.00
Late		Late		Late	
Int		Int		Int	
Cost		Cost		Cost	
Total	_____	Total	_____	Total	_____

	Last Year	Current Year
Land Value:	0	0
Improvement Value:	0	0
Total Market Value:	0	0
HO Exemption:	0	0
Net Market Value:	0	0
Total Tax:	\$73.08	\$0.00
Acres:		0.630

STATE OF IDAHO
Address Not Provided

For questions, contact the Treasurer's Office
Phone: 208-265-1433

28-60N-4W HESS POINT BLK 1 LOT 2 SC*LH000S00240A R-1184

324 N HESS PNT RD, COOLIN, ID 83821

Taxing District	Levy Rate	Value
COUNTY	0.001780922	
W BONNER BOND		
W BONNER SUPL	0.000839807	
W BONNER OTHER	0.000025380	
CO RD/BRIDGE	0.000494448	
AMBULANCE DIST	0.000187172	
PRIEST LK LIBRA	0.000132779	
W BONNER CEM	0.000023856	
COOLIN SEWER		
Amount Due:		\$0.00



◆◆◆IMPORTANT◆◆◆
PLEASE READ BOTH FRONT AND BACK
◆◆◆MONTHLY PAYMENTS ARE ACCEPTED◆◆◆

To avoid late charges, payments must be received or postmarked by the due date listed below.

TO AVOID LATE CHARGES, PAYMENTS MUST BE RECEIVED OR POSTMARKED BY THE DUE DATE.

When paying in person, please bring entire bill. If mailing payment, send applicable stub below.

For Proper Credit This Stub Must Be Returned with Payment. Personal Checks Are Subject to Bank Clearance.

STATE OF IDAHO DEPARTMENT OF LANDS

Delinquencies:



Tax Year: 2022
Bill#: 29807

2nd Half

RP059570010020
014-0000



Amount Due: \$0.00

Clorrisa Koster
Bonner Co Tax Collector
1500 Highway 2, Ste. 304
Sandpoint ID 83864

For Proper Credit This Stub Must Be Returned with Payment. Personal Checks Are Subject to Bank Clearance.

STATE OF IDAHO DEPARTMENT OF LANDS

Delinquencies:



Tax Year: 2022
Bill#: 29807

1st Half

Full Pmt

RP059570010020
014-0000



Amount Due: \$0.00 \$0.00

Clorrisa Koster
Bonner Co Tax Collector
1500 Highway 2, Ste. 304
Sandpoint ID 83864

Delinquent If not paid on or before

June 20, 2023

Date Paid:

Check#

Paid By:

Cash

Delinquent If not paid on or before

December 20, 2022

Date Paid:

Check#

Paid By:

Cash