



**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.: 1068736-S

Property Address: 822 Sherwood Beach Road, 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**

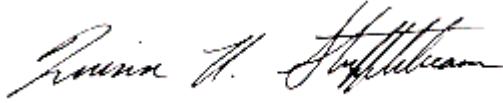
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5. The Land is described as follows:

**LOT 10, BLOCK 1 OF STATE SUBDIVISION - KOKANEE POINT, ACCORDING TO THE PLAT THEREOF, RECORDED IN BOOK 10 OF PLATS, PAGE 177, AS INSTRUMENT NO. 843544, RECORDS OF BONNER COUNTY, IDAHO.**



By:

Authorized Countersignature

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

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## ALTA Commitment for Title Insurance

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### **First American Title Insurance Company**

#### **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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## ALTA Commitment for Title Insurance

Issued By

### **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	\$895.82	\$895.82	SC*LH000S00C00A
2022	\$Exempt	\$Exempt	RP059630010100A

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

10. Levies and assessments of Coolin Sewer District. Contact agency for current status.
11. Levies and assessments of Local Improvement District No. 2002-1 for Coolin Sewer District (Instrument No. [707758](#)). Contact agency for current status
12. Levies and assessments of Kokanee Point Owner's Association, Inc.. Contact agency for current status.
13. 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).
14. Encroachment Permit and the terms and conditions thereof, granted by the State of Idaho Department of Lands, recorded July 10, 2000, as Instrument No. [566501](#) , records of said County.
15. 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-Kokanee Point, recorded as Instrument No. [843544](#) in Book 10 of Plats, Page 177, 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. Covenants, Conditions and Restrictions recorded as Instrument No. [843545](#), [843546](#) and [1022852](#), 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).

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17. Easement for sewer lines/utilities granted to Coolin Sewer District, recorded January 30, 2014, as Instrument No. [855696](#).
18. Easement for right of way for power line granted to Northern Idaho Rural Electrical Rehabilitation Ass'n., recorded July 11, 2014, as Instrument No. [861614](#).
19. Amended State of Idaho Easement No. 4744 recorded July 11, 2014, Instrument No. [861624](#).
20. Easement for power line granted to Northern Lights, Inc., recorded July 11, 2014, as Instrument No. [861626](#).
21. Terms and Conditions contained in State of Idaho Declaration of Access Easement No. ES100016, recorded October 10, 2014 as Instrument No. [865288](#).
22. Easement for driveway and utilities (ES100081) and the terms and conditions contained therein granted to Lots in State Subdivision Kokanee Point and State Subdivision Kokanee Point First Addition, recorded October 10, 2014, as Instrument No. [865296](#).  
  
Correction and Clarification of said Easement recorded August 7, 2015 as Instrument No. [877422](#).
23. 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.
24. 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.
25. 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.
26. Assignment of Lease, including the terms, conditions and provisions contained therein, to Leif E. Challender and Amelia L. Challender, constructive notice of which is given by instrument recorded December 9, 2021 in Instrument No. [997213](#).

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<b>INFORMATIONAL NOTES</b>
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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 - tdalber@firstam.com  
Title Officer: Sharon Dallmann - sharon.dallmann@fste.com

**RE: Property Address: 822 Sherwood Beach Road, 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](mailto: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](http://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](http://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](http://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](http://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](http://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 # 1022852  
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

When recorded return ORIGINAL to:  
Idaho Department of Lands  
Attn: Real Estate Services Bureau  
PO Box 83720  
Boise, Idaho 83720-0050

ELECTRONICALLY RECORDED - DO NOT  
REMOVE THE COUNTY STAMPED FIRST  
PAGE AS IT IS NOW INCORPORATED AS  
PART OF THE ORIGINAL DOCUMENT  
RECORDING REQUESTED BY  
FIRST AMERICAN TITLE COMPANY  
AS AN ACCOMMODATION ONLY

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

This is an **AMENDMENT** (“**Amendment**”) to that certain “**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS, STATE SUBDIVISION – KOKANEE POINT**”, recorded in the records of Bonner County, Idaho, as Instrument No. 843545 (“**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 – KOKANEE POINT**”, recorded in the records of Bonner County, Idaho, as Instrument No. 843546 (“**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 Kokanee 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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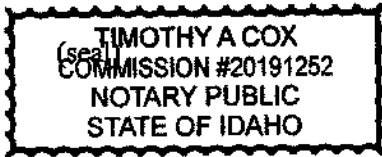




STATE OF IDAHO     )  
                                  )ss.  
COUNTY OF ADA    )

On this 21<sup>st</sup> 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.



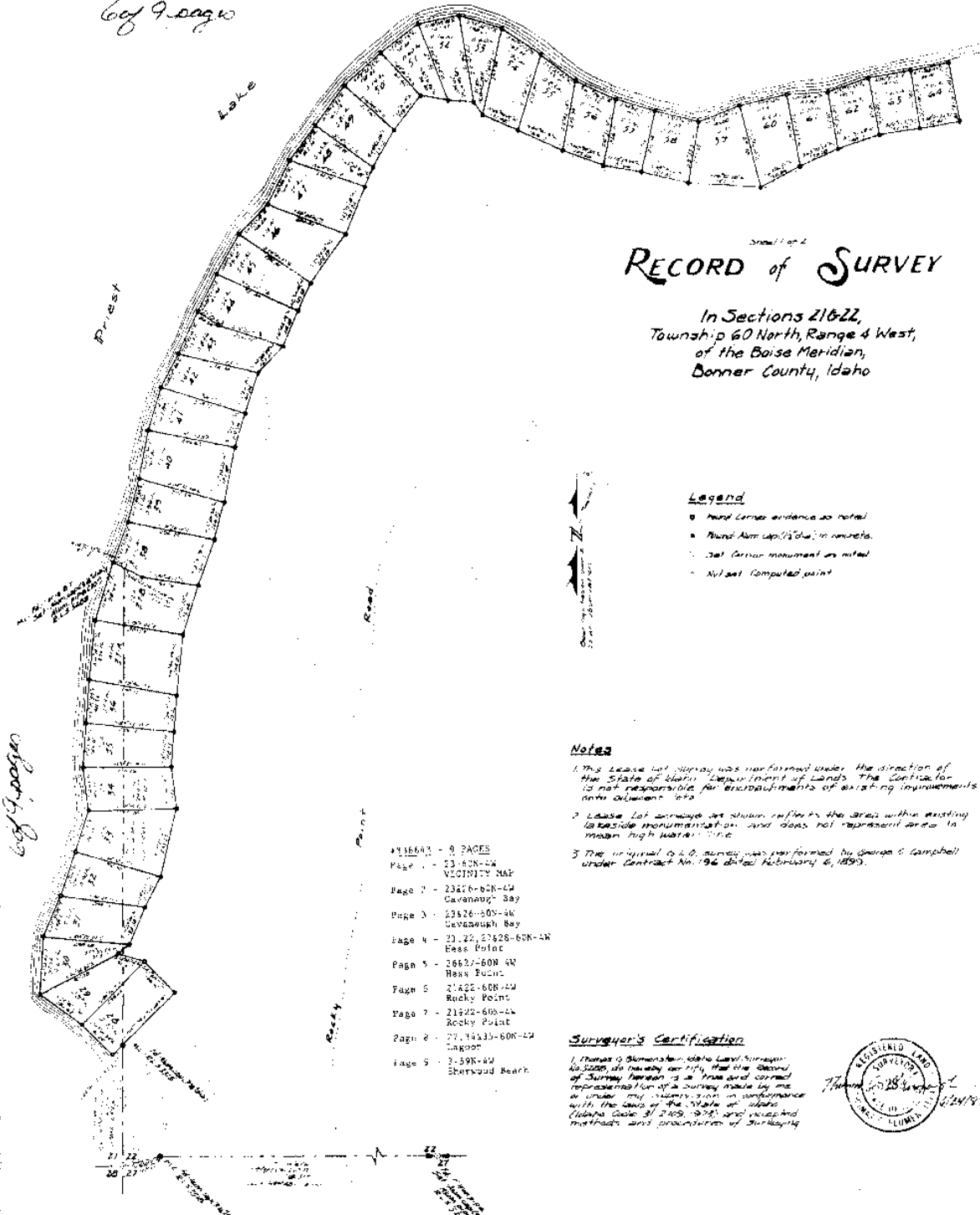
*Timothy A Cox*  
\_\_\_\_\_  
Notary Public for State of Idaho  
My Commission Expires: 6/25/25

305943

6 of 9 pages

Lake

Priest



# RECORD of SURVEY

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

### Legend

- Iron corner evidence as noted
- Round Iron cap/stone in concrete
- Set corner monument as noted
- X Not a computed point

### Notes

- This lease lot survey was performed under the direction of the State of Idaho Department of Lands. The Certifier is not responsible for encroachments of existing improvements onto adjacent lots.
- Lease lot surveys are shown in pink on this plan within existing 1/4 section monumentation and does not represent area to mean high water line.
- The original 1/4 section survey was performed by George S. Campbell under Contract No. 194 dated February 6, 1890.

### Surveyor's Certification

I, Thomas G. Simonsen, State Licensed Surveyor No. 2289, 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 § 2409, 1972) and accepted methods and procedures of Surveying.



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Page 5	23627-60N-04	Hess Point
Page 6	21622-62N-04	Rocky Point
Page 7	21622-60N-04	Rocky Point
Page 8	27, 24130-60N-04	Lagoon
Page 9	2-39N-04	Eberhard 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 TRI-STATE  
This is a copy of Survey, 1987 of State of Idaho and registered as instrument No. 207,493  
C. J. Bell  
County Recorder Deputy

Survey for  
**STATE OF IDAHO**  
DEPARTMENT OF LANDS  
**Rocky Point**  
**Lease Lots**  
Project No. 04 31 02 87  
Contract No. 04 31 02 87

		24 N 11 W E 20 Sec 22 E R 4 W T 60 N Bonner County, Idaho 83444 0404
		1000 745 4625 1000 745 4625 1000 745 4625
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305543

of 9 pages

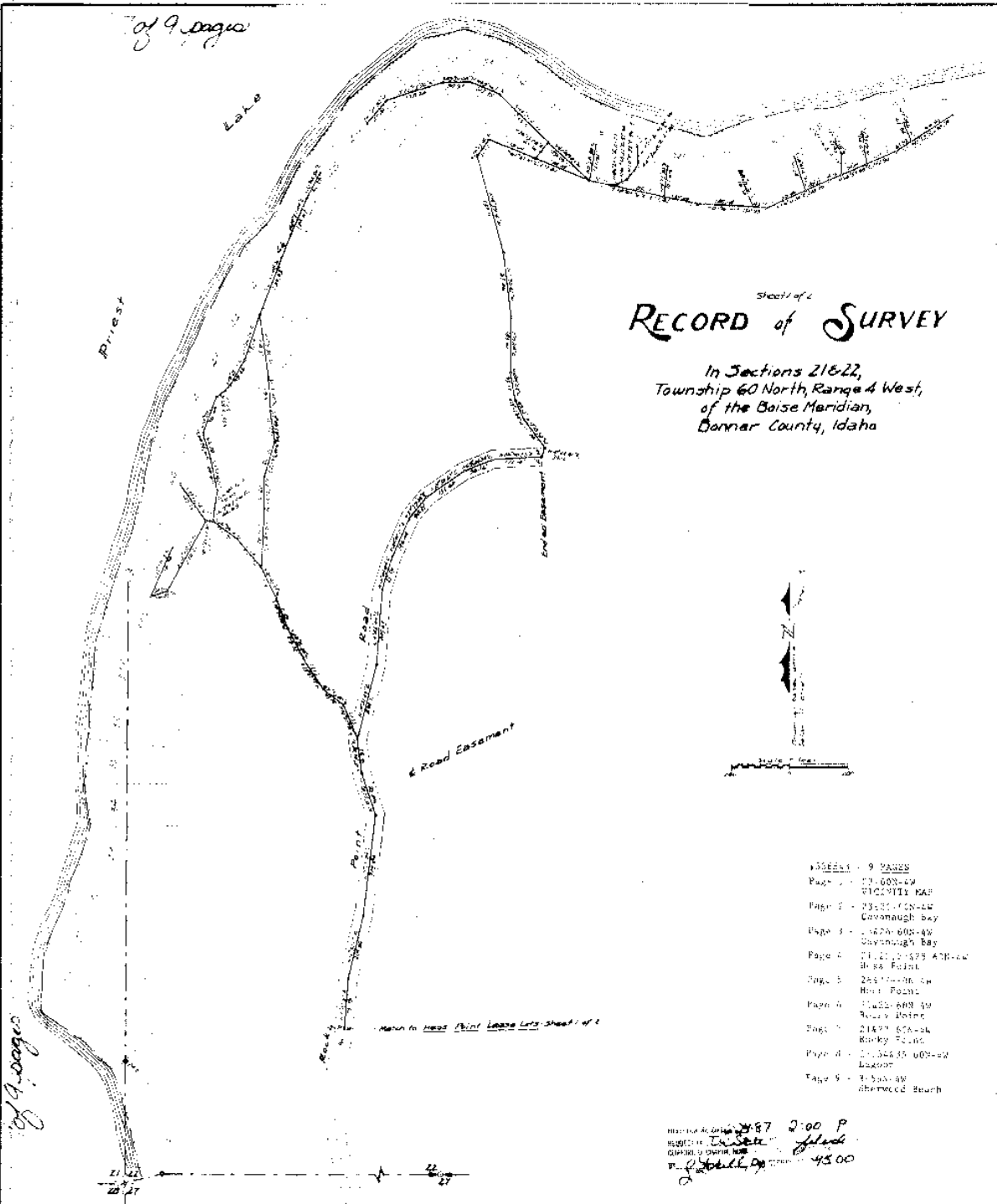
Lake

Priest

# RECORD of SURVEY

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

Sheet 1 of 1



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- Page 3 - 23-221-00N-24Cavanaugh bay
- Page 4 - 24-220-00N-24Cavanaugh bay
- Page 5 - 21-211-0-00N-24 Rocky Point
- Page 6 - 28-27-000-24 Rocky Point
- Page 7 - 24-220-00N-24 Rocky Point
- Page 8 - 21-221-0-00N-24 Rocky Point
- Page 9 - 21-221-0-00N-24 Rocky Point
- Page 10 - 21-221-0-00N-24 Rocky Point
- Page 11 - 21-221-0-00N-24 Rocky Point
- Page 12 - 21-221-0-00N-24 Rocky Point
- Page 13 - 21-221-0-00N-24 Rocky Point
- Page 14 - 21-221-0-00N-24 Rocky Point
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- Page 18 - 21-221-0-00N-24 Rocky Point
- Page 19 - 21-221-0-00N-24 Rocky Point
- Page 20 - 21-221-0-00N-24 Rocky Point
- Page 21 - 21-221-0-00N-24 Rocky Point
- Page 22 - 21-221-0-00N-24 Rocky Point
- Page 23 - 21-221-0-00N-24 Rocky Point
- Page 24 - 21-221-0-00N-24 Rocky Point
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- Page 26 - 21-221-0-00N-24 Rocky Point
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- Page 28 - 21-221-0-00N-24 Rocky Point
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- Page 98 - 21-221-0-00N-24 Rocky Point
- Page 99 - 21-221-0-00N-24 Rocky Point
- Page 100 - 21-221-0-00N-24 Rocky Point

RECORDED BY: *[Signature]* 4:57 P  
 REGISTERED: *[Signature]* 2:00 P  
 EXAMINED & CORRECTED BY: *[Signature]* 4:50 P  
 DATE: *[Signature]*

Note: Road easement 60' as shown - all other lot access easement 50'

Survey for <b>STATE OF IDAHO</b> DEPARTMENT OF LANDS  <b>Rosky Point</b> <b>Lease Lots</b> Project No. 24-31-100-27 Control No. 04-51-00-07	<b>TRI-STATE</b> LAND SURVEYING  216 N. First P.O. Box 1114 Sandpoint, Idaho 83848-1114 (208) 265-4470
--	--

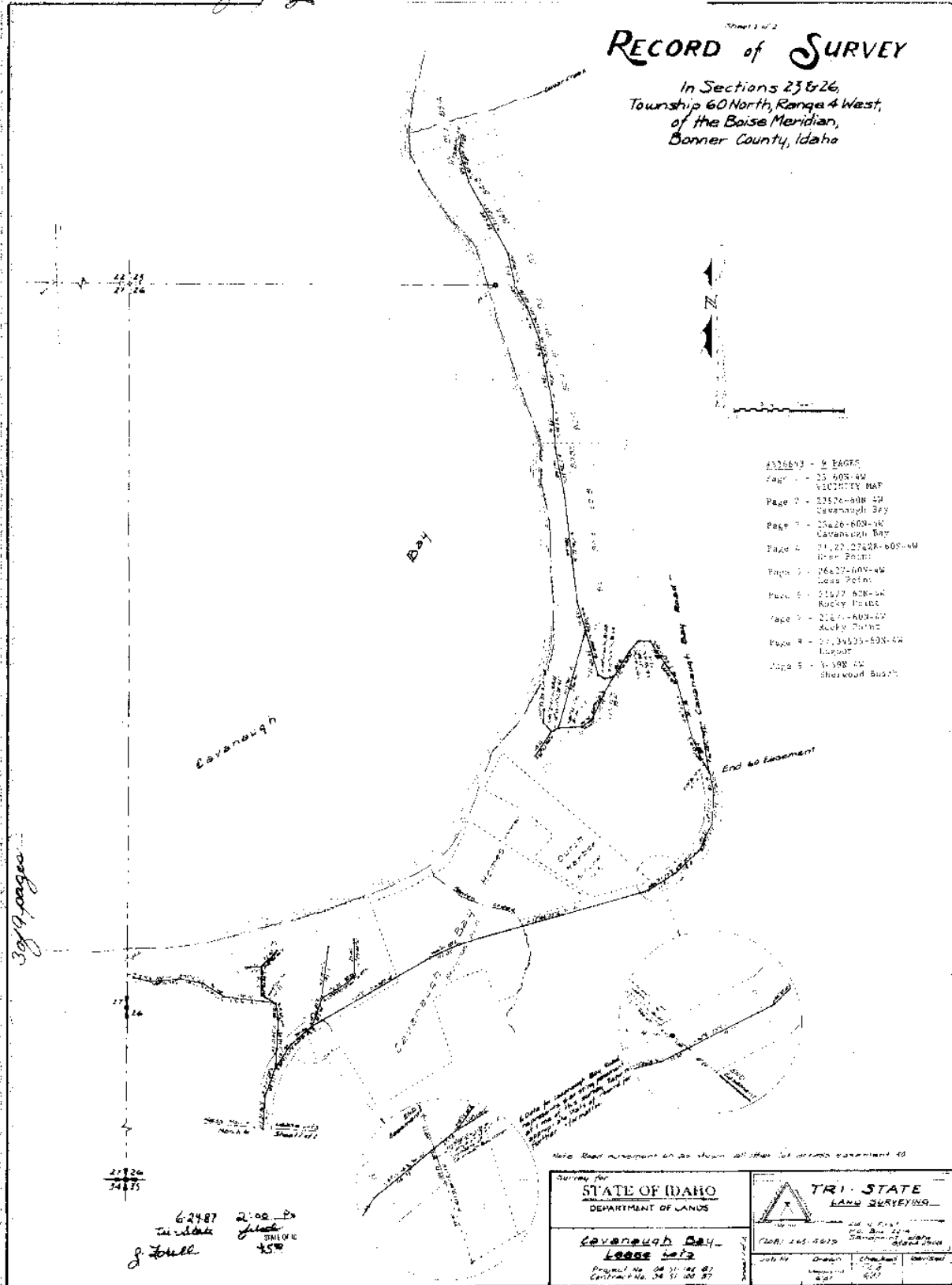
3 of 9 pages

228643

Sheet 1 of 2

# RECORD of SURVEY

In Sections 25 & 26,  
Township 60 North, Range 4 West,  
of the Boise Meridian,  
Bonner County, Idaho



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- Page 2 - 25-26-60N-4W  
Cavanaugh Bay
- Page 3 - 25-26-60N-4W  
Cavanaugh Bay
- Page 4 - 25-27-60N-4W  
Ruddy Point
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Ruddy Point
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Ruddy Point

3 of 9 pages

2000 400 800 1200 1600 2000

27 26  
34 35

62487 2.00 Pa  
 21.00 Pa  
 45.00 Pa  
 J. Hull

Survey for <b>STATE OF IDAHO</b> DEPARTMENT OF LANDS		
<b>Cavanaugh Bay</b> <b>Lease 2012</b>		
Project No. 04 51 146 87 Contract No. 34 51 100 87	Job No. 0401 Date 12/2/07	No. 1214 No. 1214 No. 1214 No. 1214

27 pages

326643

# RECORD of SURVEY

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

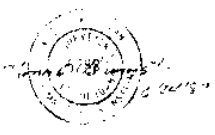
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Page 3	14076-60N-4W Cavanaugh Bay
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Page 5	26827-60N-4W Cavanaugh Bay
Page 6	1, 1, 37-10N-4W Cavanaugh Bay
Page 7	21872-60N-4W Cavanaugh Bay
Page 8	21, 24, 25-60N-4W Cavanaugh Bay
Page 9	3-50N-4W Cavanaugh Bay

### Legend

- Point shown as noted
- Point shown as noted
- Point shown as noted
- Point shown as noted
- Point shown as noted

### Surveyor's Certification

I, John G. Hull, State and District Surveyor for Idaho, do hereby certify that the above Record of Survey is a true and correct representation of a survey made by me or under my supervision in conformity with the laws of the State of Idaho, Chapter 100 of the Idaho Statutes, and the provisions of the Constitution of the State of Idaho.



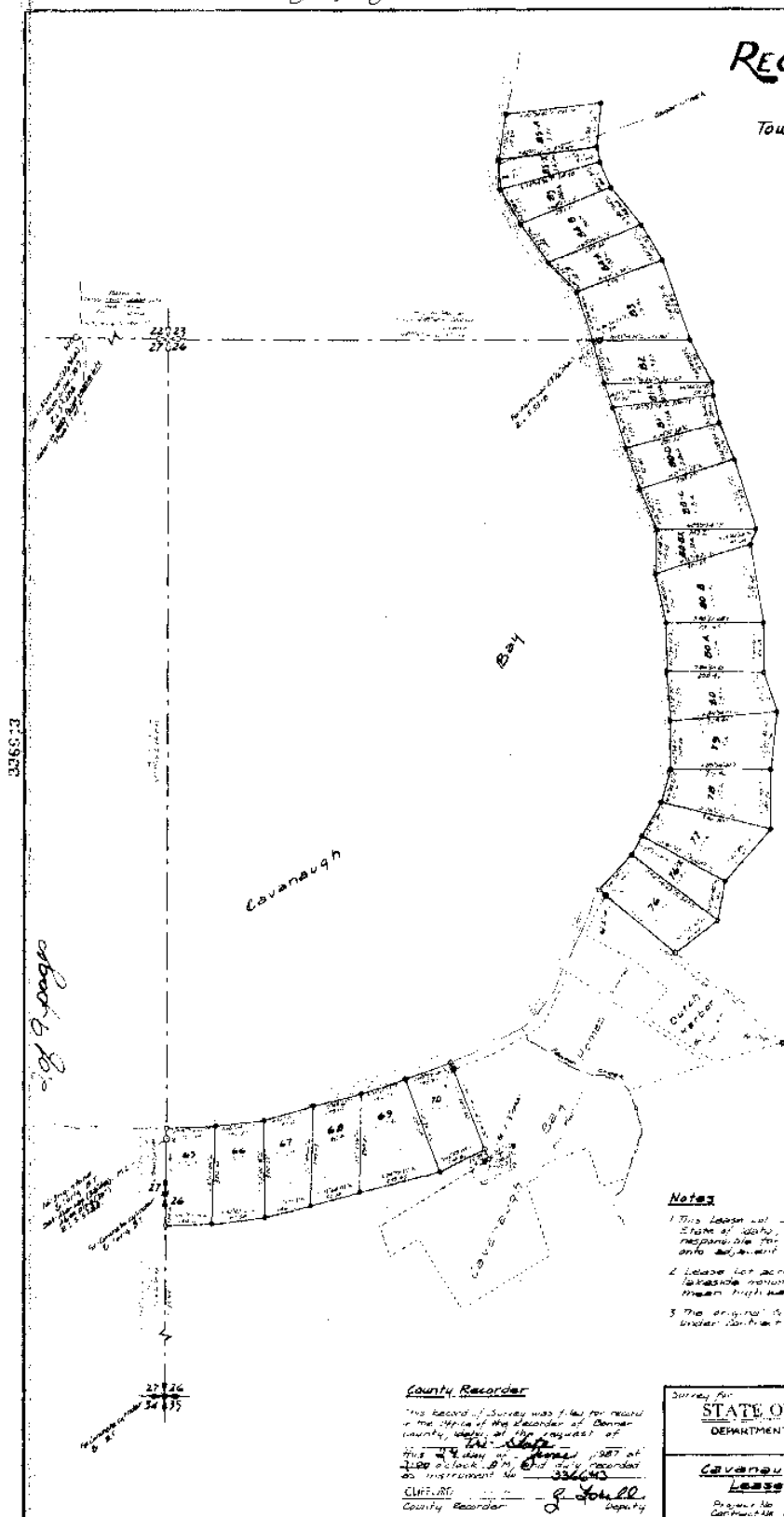
### Notes

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 is shown on this plan. The area within existing lakebed improvements and lines will represent areas in stream high water line.
3. The original lot survey was performed by George J. Campbell under contract to the State of Idaho, dated February 2, 1990.

**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 27th day of February, 1997, at 1:00 o'clock P.M. and duly recorded as instrument No. 336643.  
Cliff R. B. J. Hull  
County Recorder Deputy

Survey for  
**STATE OF IDAHO**  
DEPARTMENT OF LANDS  
**Cavanaugh Bay**  
**Lease Lots**  
Project No. 04-11-01-01  
Contract No. 04-11-01-01

		24 11 1997 11:00 AM 2300000000	
		24 11 1997 11:00 AM 2300000000	24 11 1997 11:00 AM 2300000000
24 11 1997 11:00 AM 2300000000	24 11 1997 11:00 AM 2300000000	24 11 1997 11:00 AM 2300000000	24 11 1997 11:00 AM 2300000000



TOWN PLAT SHEET 23 + 26

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Page 1 - 23-60N-4W  
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Lewistown Bog

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Cavanaugh Bog

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Hess Point

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Hess Point

Page 6 - 21-27-60N-4W  
Rocky Point

Page 7 - 21-27-60N-4W  
Rocky Point

Page 8 - 21-27-60N-4W  
Lessor

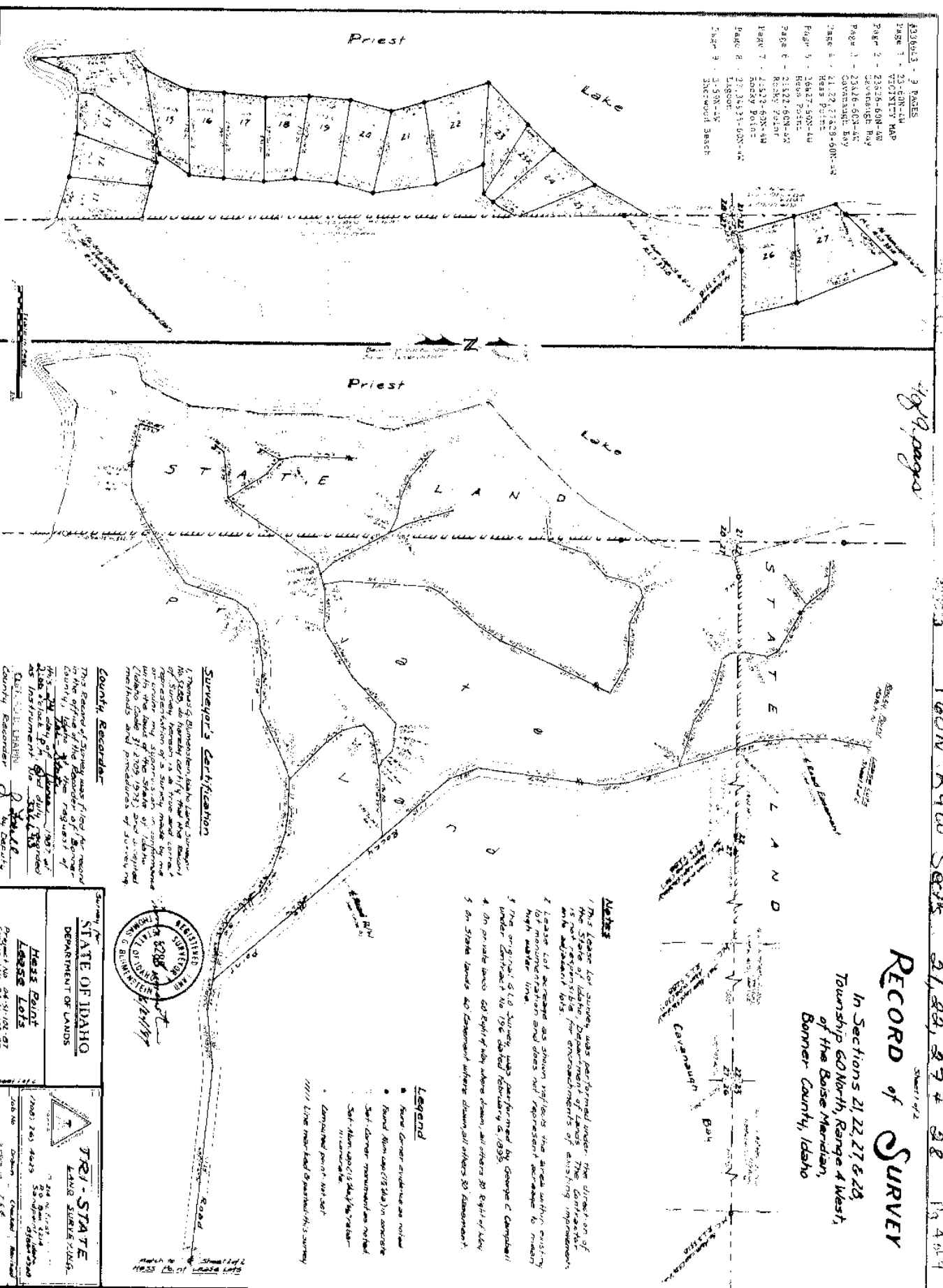
Page 9 - 21-27-60N-4W  
Inwood Beach

1179.0000

T60N R4W Sects 21, 22, 27 & 28

RECORD of SURVEY

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



Notes

1. This Lease for survey was performed under the direction of the State of Idaho Department of Lands. The Contractor is responsible for encroachments of existing improvements on adjacent lands.
2. Lease lot acreage as shown reflects the area within existing monumentation and does not represent acreage to remain upon water throw.
3. The original S.L.O. survey was performed by George C. Campbell under Contract No. 196 dated February 6, 1895.
4. On private lands 60 Right of Way shown, all others 30 Right of Way.
5. On State lands 40 Encroachment where shown, all others 30 Encroachment.

Legend

- New Corner evidence as noted
- Found from 1895 (S.L.O.) in concrete
- Self-Corner monument as noted
- Self-Corner 1895 (S.L.O.) water monument
- Dismantled post, marked
- ||||| Line re-surveyed by this survey

Surveyor's Certification

I, Thomas G. Blumstein, being duly sworn, do hereby certify that the Survey of Sections 21, 22, 27 & 28, Township 60 North, Range 4 West, of the Boise Meridian, in Bonnee County, Idaho, was made in accordance with the laws of the State of Idaho ( Idaho Code 31-209, 1993) and approved methods and procedures of surveying.

County Recorder

This Record of Survey was filed for record in the office of the County Recorder (Bonnee County, Idaho) on the request of the Surveyor, Thomas G. Blumstein, on the 11th day of January, 1997, and is a true and correct copy of the original as last amended by the County Recorder, J. Stull.



STATE OF IDAHO  
DEPARTMENT OF LANDS

Hess Point  
LEASER LOTS

721-STATE  
4408 SURVEYING

7201 205 4408  
3500 205 4408  
205 4408  
205 4408

March 11, 1997  
Hess Point  
Leaser Lots

Map No. 37001-1-1  
 1900 Feet (Scale 1:25,000)

54,900.00

2000.00

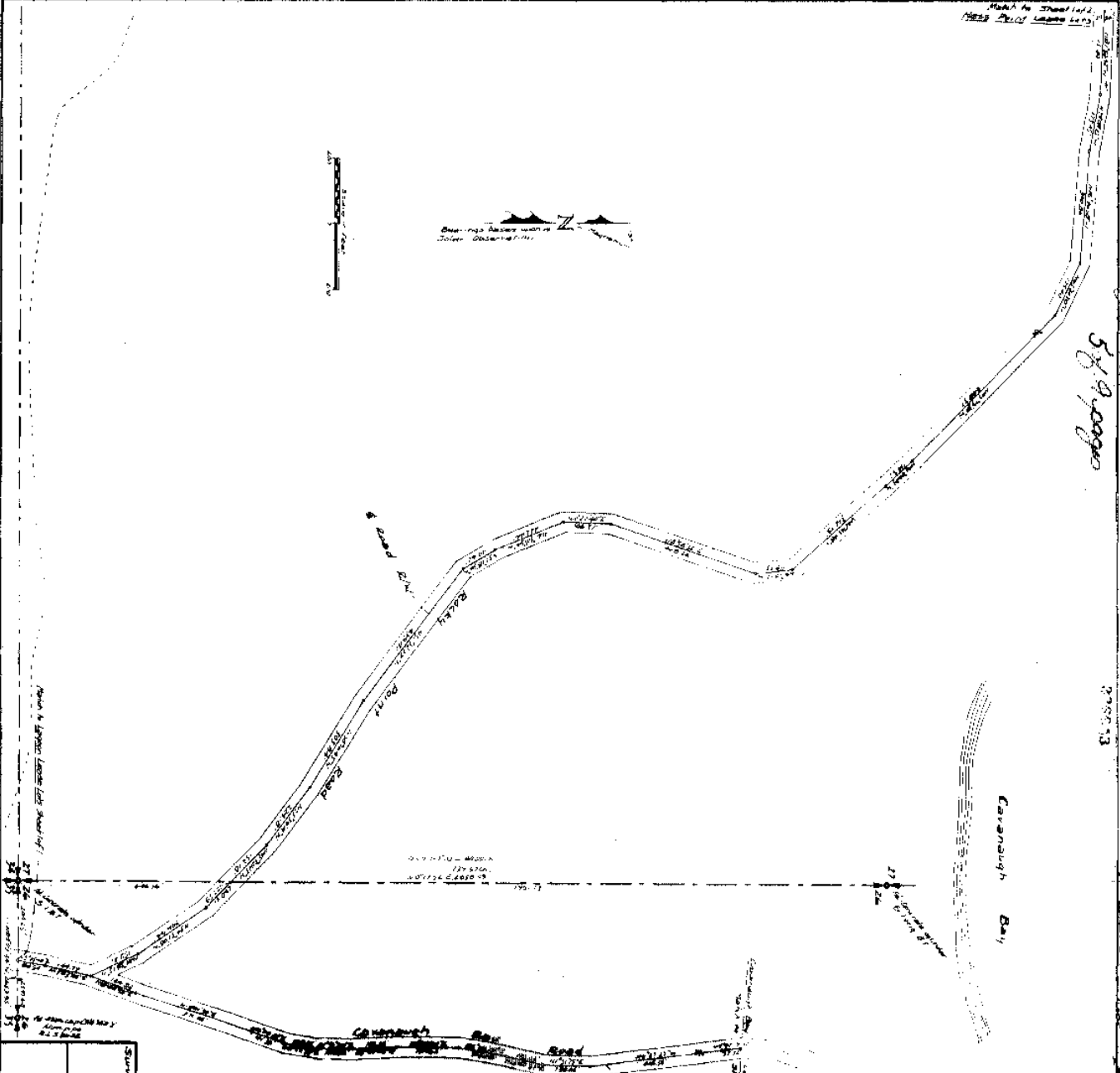
1600.00

Page 19

# RECORD of SURVEY

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

bearings angles and distances  
 taken observation



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- Caranough Bay
- Page 3 - 21E2-58N-4E
- Caranough Bay
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- WAS 2961
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- Rocky Point
- Page 9 - 21-59N-4W
- Sherwood Beach

PLAT 600000-6-24-27 2:00 A  
 PREPARED BY: [Signature]  
 BY: [Signature]

Survey for <b>STATE OF IDAHO</b> DEPARTMENT OF LANDS	
Hass Point Lease Lots	1900 200 400 1900 200 400 1900 200 400
Project No. 04-3-02-07 Contract No. 04-31-00-07	<b>TRI-STATE</b> LAND SURVEYING 1000 N. 1st St. Boise, Idaho 83724 Phone: 208-333-1111 Fax: 208-333-1112







IDAHO DEPARTMENT OF LANDS

566501

PRIEST LAKE AREA OFFICE  
4053 CAVANAUGH BAY ROAD  
COOLIN, ID 83821  
PHONE: 208-443-2516

STANLEY F. HAMILTON - DIRECTOR

FILED BY

*Marie Scott*  
2008 JUL 10 10 09 11  
1208  
MARIE SCOTT  
BONNER COUNTY RECORDER

*dk* DEPUTY

### ENCROACHMENT PERMIT L-97-S-212A

Permission is hereby granted to: Julie Crites of 5177 Wallbridge Rd., Deer Park, WA 99006 to maintain an existing 5' X 20' stationary pier, 4' X 14' ramp, 9' X 33' floating dock, 2 piling, boathouse, boat rail system, mooring buoy, and domestic water intake line

located: adjacent to state lease lot C, Sec. 3, T59N, R4W, BM, Bonner County, Priest Lake

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 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 and hold harmless and free from liability the Permittor for any injuries to persons or damage to property occurring as a result of the use authorized under this permit.
5. **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 1<sup>st</sup>, 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 within 30 days of the date listed on this permit or the permit is not valid.
6. This permit is not valid until the number assigned is displayed in letters not less than 3 inches in size.

KEEP IDAHO GREEN  
PREVENT WILDFIRE

EQUAL OPPORTUNITY EMPLOYER

**ENCROACHMENT PERMIT NO. L-97-S-212A**

June 22, 2000

Page Two

7. Upon transfer of this real property, you are required to notify this office of the subsequent name change (see enclosure).
8. White bead 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.
9. 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, 39-105 (3) (p), **Idaho Code**.
10. All construction material related to maintenance must be stockpiled landward of the ordinary/artificial high water mark.
11. This permit supersedes and voids any permit previously issued for this property.
12. This permit is contingent upon removing any abandoned portions of the existing structure(s) from the lake or river.
13. The Permittee or operator shall have a copy of this permit on the project site and available for inspection at all times during construction.
14. Mooring buoy shall be installed a minimum of thirty (30') feet away from property/riparian right lines of adjacent riparian owners and shall be located within dock line. One (1) mooring buoy per riparian owner shall be allowed.
15. Mooring buoy shall be Coast Guard approved. Bonner County Waterways requires white background with a blue stripe. For questions, contact Patti Rahn at (208) 265-1438.
16. Permanent dock covers will not be permitted. For single-family encroachments a fabric canopy of a color which will blend with the surrounding uplands is acceptable. These colors shall be shades of browns or greens. However, bright carnival blue color is reserved for use by commercial marinas.
17. 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.
18. This permit does not relieve the Permittee from obtaining additional local or federal permits as required.
19. Waterline shall be anchored to the bed of the lake with a nontoxic type of weight.
20. All Water Resource laws must be in compliance.
21. No water shall be diverted by the system until a valid water or appropriation permit is obtained from the Department of Water Resources.

- 22. As current EPA requirements dictate that disinfection and filtration systems be used for minimum treatment by surface water purveyors, the Department recommends that small domestic surface water users do likewise.
- 23. 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.
- 24. All wood chips and other construction waste shall be removed from the lake upon completion of project.

FOR THE DIRECTOR

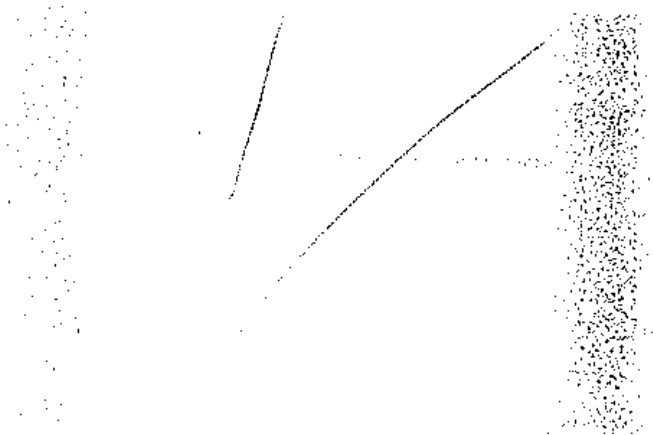
By: Roger C. Jansson  
Roger C. Jansson  
Area Supervisor, Priest Lake

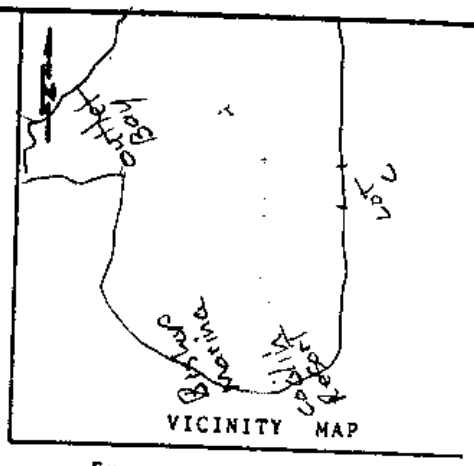
STATE OF IDAHO        )  
                                  )        ss  
COUNTY OF BONNER    )

Subscribed and sworn to before me this 26 day of June, 2000.

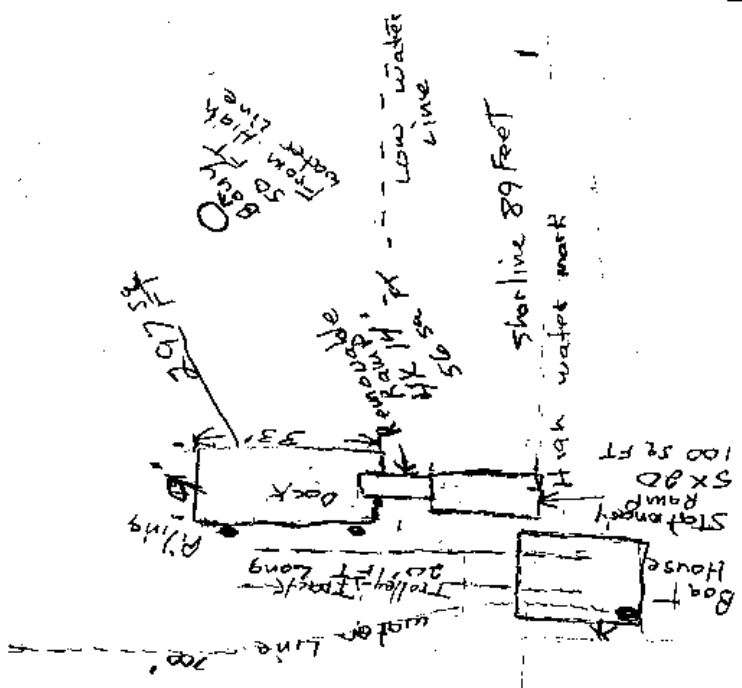
Sherrie Lynne Mayer  
Sherrie Lynne Mayer  
Notary Public for Idaho  
Residing at Coolin, Id.

Commission Expires: 7-18-06





From  
Property line



Lot 2

Property line

IN  
IN/NEAR

COUNTY, \_\_\_\_\_

DATE: \_\_\_\_\_ SHEET 1 OF \_\_\_\_\_

APPLICATION BY: \_\_\_\_\_

707758

COOLIN SEWER DISTRICT  
Bonner County, Idaho

LOCAL IMPROVEMENT DISTRICT NO. 2002-1

NOTICE OF ADOPTION OF ORDINANCE CONFIRMING ASSESSMENT ROLL


Notice is hereby given that on June 13, 2006, the Board of Directors of the Coolin Sewer District, Bonner County, Idaho, adopted Resolution No. 06-04, confirming the Assessment Roll for Local Improvement District No. 2002-1.

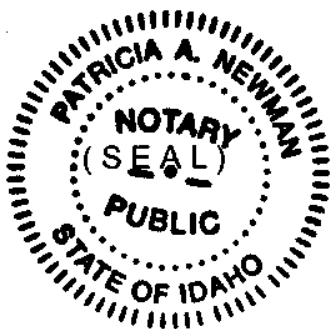
A description of the boundaries of Local Improvement District No. 2002-1 is attached hereto as Exhibit "A" and by this reference is incorporated herein.

A copy of the final assessment roll or LID No. 2002-1 is attached hereto as Exhibit "B" and by this reference is incorporated herein.

  
\_\_\_\_\_  
Mary Meek, District Secretary

SUBSCRIBED and SWORN to before me this 13<sup>th</sup> day of June, 2006.

  
\_\_\_\_\_  
Notary Public in and for the State of Idaho  
Residing at West River  
My Commission Expires: 4/29/08



FILED BY  
Coolin Sewer Dist.  
2006 JUL -6 P 3:22  
no fee  
MARIE SCOTT  
COMMUNITY SECRETAR  
LA  
CEL CITY

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**OF**  
**COOLIN SEWER DISTRICT BOUNDARY**

ALL THAT LAND CONTAINED BETWEEN THE HIGH WATER LINE OF PRIEST LAKE (BEING PORTIONS OF SECTIONS 3, 9, 10, TOWNSHIP 59 NORTH, RANGE 4 WEST AND SECTIONS 21, 22, 23, 26, 27, 28 AND 34, TOWNSHIP 60 NORTH, RANGE 4 WEST, BOISE MERIDIAN, BONNER COUNTY, IDAHO AND THE BOUNDARY HEREINAFTER DESCRIBED:

BEGINNING AT A POINT ON THE HIGH WATER MARK AT THE SOUTHERLY EDGE OF PRIEST LAKE, POINT ALSO BEING THE NORTHEAST CORNER OF GOVERNMENT LOT 3 OF SECTION 9 OF TOWNSHIP 59 NORTH, RANGE 4 WEST AND THE TRUE POINT OF BEGINNING;

THENCE ALONG THE EAST LINE OF GOVERNMENT LOT 3 IN A SOUTHERLY DIRECTION TO A POINT ON THE SOUTH LINE OF SECTION 9 BEING SOUTHEAST CORNER OF GOVERNMENT LOT 3;

THENCE DEPARTING SAID WEST LINE AND ALONG THE SOUTH LINE OF SECTION 9 IN A EASTERLY DIRECTION TO THE CORNER COMMON TO SECTIONS 9, 10, 15 AND 16;

THENCE DEPARTING SECTION 9 AND ALONG THE SOUTH LINE OF SECTION 10 IN A EASTERLY DIRECTION TO THE WEST SIXTEENTH CORNER TO SECTIONS 10 AND 15;

THENCE DEPARTING THE SOUTH LINE OF SECTION 10 AND ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER IN A NORTHERLY DIRECTION AND CONTINUING ALONG THE EAST LINES OF GOVERNMENT LOTS 2 AND 3 TO A POINT ON THE SOUTH LINE OF GOVERNMENT LOT 1 IN SAID SECTION 10;

THENCE ALONG THE SOUTH LINE OF SAID GOVERNMENT LOT 1 IN A EASTERLY DIRECTION TO THE SOUTHEAST CORNER OF GOVERNMENT LOT 1;

THENCE DEPARTING THE SOUTH LINE AND ALONG THE EAST LINE OF GOVERNMENT LOT 1 IN A NORTHERLY DIRECTION TO THE QUARTER CORNER TO SECTIONS 3 AND 10, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF GOVERNMENT LOT 5 OF SECTION 3;

THENCE ALONG THE EAST LINE OF GOVERNMENT LOTS 5 AND 4 IN A NORTHERLY DIRECTION TO A POINT OF INTERSECTION WITH THE NORTH BOUNDARY OF SHERWOOD FOREST, A PLAT OF RECORD ON FILE AT BOOK 3, PAGE 120, BONNER COUNTY RECORDS;

THENCE DEPARTING THE EAST LINE OF GOVERNMENT LOT 4 AND ALONG THE NORTH BOUNDARY OF THE PLAT OF SHERWOOD FOREST IN A EASTERLY DIRECTION TO NORTHWEST CORNER OF BLOCK B OF SAID SHERWOOD FOREST;

THENCE ALONG THE NORTH BOUNDARY OF BLOCK B IN A SOUTHEASTERLY DIRECTION TO THE SOUTHEAST CORNER OF THAT PARCEL OF LAND DEPICTED AT INSTRUMENT 378010 BONNER COUNTY RECORDS;

THENCE DEPARTING THE NORTH BOUNDARY OF SHERWOOD FOREST AND ALONG EAST LINE OF SAID PARCEL IN A NORTHERLY DIRECTION TO A POINT ON THE SOUTH LINE OF GOVERNMENT LOT 3 OF SECTION 3;

THENCE ALONG THE SOUTH LINE OF GOVERNMENT LOT 3 IN A EASTERLY DIRECTION TO THE SOUTHEAST CORNER OF GOVERNMENT LOT 3;

THENCE DEPARTING THE SOUTH LINE AND ALONG THE EAST LINE OF GOVERNMENT LOTS 3 AND 2 IN A NORTHERLY DIRECTION THROUGH A PORTION OF LANDS OWNED BY THE STATE OF IDAHO, TO A POINT ON THE SECTION LINE COMMON TO SECTION 3 OF TOWNSHIP 59 NORTH, RANGE 4 WEST AND SECTION 34 OF TOWNSHIP 60 NORTH RANGE 4 WEST, POINT ALSO BEING THE SOUTHEAST CORNER OF GOVERNMENT LOT 4 OF SECTION 34;

THENCE DEPARTING SAID SECTION LINE AND ALONG THE EAST LINE OF GOVERNMENT LOTS 4, 3 AND 2 IN A NORTHERLY DIRECTION AND CONTINUING ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER TO A POINT ON THE SECTION LINE COMMON TO SECTIONS 34 AND 27 OF TOWNSHIP 60 NORTH, RANGE 4 WEST;

THENCE DEPARTING SAID EAST LINE AND ALONG THE LINE COMMON TO SECTIONS 34 AND 27 IN A WESTERLY DIRECTION TO THE SOUTHEAST CORNER OF GOVERNMENT LOT 6 IN SECTION 27;

THENCE DEPARTING SAID SECTION LINE AND ALONG THE EAST LINE OF GOVERNMENT LOT 6 IN A NORTHERLY DIRECTION TO THE NORTHEAST CORNER OF GOVERNMENT LOT 6;

THENCE DEPARTING SAID EAST LINE AND ALONG THE NORTH LINE OF GOVERNMENT LOT 6 IN A WESTERLY DIRECTION TO THE SOUTHEAST CORNER OF GOVERNMENT LOT 5 IN SECTION 27;

THENCE ALONG THE EAST LINE OF GOVERNMENT LOTS 5, 3 AND 2 IN A NORTHERLY DIRECTION TO A POINT THAT LIES ON THE LINE COMMON TO SECTIONS 22 AND 27 OF TOWNSHIP 60 NORTH, RANGE 4 WEST;

THENCE DEPARTING SAID EAST LINE AND ALONG THE SECTION LINE TO SECTIONS 22 AND 27 IN A EASTERLY DIRECTION TO THE NORTHWEST CORNER OF GOVERNMENT LOT 1 IN SECTION 27;

THENCE DEPARTING SAID SECTION LINE AND ALONG THE WEST LINE OF GOVERNMENT LOT 1 IN A SOUTHERLY DIRECTION TO THE SOUTHWEST CORNER OF GOVERNMENT LOT 1;

THENCE ALONG THE SOUTH LINE OF GOVERNMENT LOT 1 IN A EASTERLY DIRECTION TO THE NORTHWEST CORNER OF GOVERNMENT LOT 4 IN SECTION 27;

THENCE ALONG THE WEST LINE OF GOVERNMENT LOT 4 IN A SOUTHERLY DIRECTION AND CONTINUING ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 27;

THENCE DEPARTING SAID WEST LINE AND ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER TO THE SOUTH SIXTEENTH CORNER TO SECTIONS 27 AND 26 OF TOWNSHIP 60 NORTH, RANGE 4 WEST;

THENCE DEPARTING SECTION 27 AND ALONG THE SOUTH LINE OF THE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 26 IN A EASTERLY DIRECTION TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER THEREOF;

THENCE DEPARTING SAID SOUTH LINE AND ALONG THE EAST LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER IN A NORTHERLY DIRECTION AND CONTINUING ALONG THE EAST LINES OF GOVERNMENT LOTS 3 AND 1 TO THE QUARTER CORNER TO SECTIONS 26 AND 23 OF TOWNSHIP 60 NORTH, RANGE 4 WEST, POINT ALSO BEING THE SOUTHEAST CORNER OF GOVERNMENT LOT 4 OF SECTION 23;



THENCE ALONG THE EAST LINE OF GOVERNMENT LOT 4 IN NORTHERLY DIRECTION TO THE NORTHEAST CORNER OF GOVERNMENT LOT 4;

THENCE DEPARTING SAID EAST LINE AND ALONG THE NORTH LINE OF GOVERNMENT LOT 4 IN A WESTERLY DIRECTION TO THE HIGH WATER LINE OF PRIEST LAKE, **THE POINT OF TERMINUS.**

**AND...**

THAT PARCEL OF LAND IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 59 NORTH RANGE 4 WEST, BOISE MERIDIAN, BONNER COUNTY, IDAHO ON RECORD AT INSTRUMENT No. 163119, BONNER COUNTY RECORDS.

**AND...**

THAT PARCEL OF LAND IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 59 NORTH RANGE 4 WEST, BOISE MERIDIAN, BONNER COUNTY, IDAHO ON RECORD AT INSTRUMENT No. 542017, BONNER COUNTY RECORDS.

**END DESCRIPTION.**

SSNS #	OWNER	ADDRESS 1	ADDRESS 2	CITY	STATE	ZIP CODE	PARCEL #	LEGAL DESCRIPTION	TOTAL ASSES
1	Askey, Douglas W & Carol H	60 Gerald J. & Karen A. Cassette	P.O. Box 373	Coit	WA	99027	RP000710980100A	16-59N-4W Coonlin Orthg Blk 8 Lot 10 1979 Layton 8 x 32 MH	\$6,000.00
2	Alfred, Ralph & Arvith	PO Box 181		Coonlin	WA	98381	RP0007102005AA	16-59N-4W Coonlin Orthg Blk 2 of Lot 5, Blk 3, Lot 1 in Govt Lot 3 R-1247	\$9,000.00
3	Alfred, Ralph & Arvith	PO Box 181		Coonlin	WA	98381	RP0007102005AA	16-59N-4W Tax 9 Less E. 360 FT & East Tax 29 & 42 Secure Mini Storage Cavanaugh Bay Rd.	\$7,500.00
4	Allen, Robert W & Linda C	43 5th Street Bar Lane		Coonlin	WA	98381	RP0007102005AA	16-59N-4W Perkin Branch Lots 38A Addn Blk 1 Lots 1-2	\$6,000.00
5	Allen, Robert W & Linda C	11801 207th Ave SE		Hydret	WA	98290	SC* LH000500450A	16-59N-4W Rocky Point State Lot 45 in Gov Lot 3 R-1193	\$6,000.00
6	Allen, Robert W & Diane S	1784 Emerald		Hydret	WA	98383	RP0007102005AA	16-59N-4W Tax 23	\$6,000.00
7	Allen, Susan I	3124 18th Ave SE		Bellevue	WA	98006	RP0042000100A	16-59N-4W Sherwood Beach Sub Blk 1 Lot 14	\$6,000.00
8	Atkinson, Michael & Tracy	1121 N. Valley Dr		Spokane	WA	99208	RP0042000100A	16-59N-4W Rocky Point State Lot 52 in Gov Lot 3 R-1274	\$6,000.00
9	Austin, Dean	3440 W. Vancouver Way W		Spokane	WA	99159	RP0042000100A	16-59N-4W Sherwood Terrace Blk 2 Lots 3 & 4	\$6,000.00
10	Austin, Dean	3440 W. Vancouver Way W		Spokane	WA	99159	RP0042000100A	16-59N-4W Tax 5, Less Phase & Tax Nos	\$6,000.00
11	Autman, John	McKeldin M. Anderson, Trustee	214 Virginia Place	Spokane	WA	99267	RP0042000100A	16-59N-4W Sherwood Beach State Lot 1 in Gov Lot 3 R-1043	\$3,000.00
12	Autman, John	2427 W. Rockwell		Spokane	WA	99267	RP0042000100A	16-59N-4W Sherwood Beach State Lot 1 in Gov Lot 3 R-1043	\$3,000.00
13	Autman, John	875 7th St		Spokane	WA	99203	RP0042000100A	16-59N-4W Sherwood Beach State Lot 1 in Gov Lot 3 R-1043	\$3,000.00
14	Autman, John	N 2730 Union St		Spokane	WA	99203	RP0042000100A	16-59N-4W Sherwood Beach State Lot 1 in Gov Lot 3 R-1043	\$3,000.00
15	Autman, John	P O Box 28		Spokane	WA	99203	RP0042000100A	16-59N-4W Sherwood Beach State Lot 1 in Gov Lot 3 R-1043	\$3,000.00
16	Autman, John	North 7804 Alumn Rd		Spokane	WA	99206	RP0042000100A	16-59N-4W Sherwood Beach State Lot 1 in Gov Lot 3 R-1043	\$3,000.00
17	Autman, John	E 1707 Main		Spokane	WA	99207	RP0042000100A	16-59N-4W Sherwood Beach State Lot 1 in Gov Lot 3 R-1043	\$3,000.00
18	Autman, John	600 Cys & Laura Astar Trusts	2213 3 Bums Rd	Spokane	WA	99208	RP0042000100A	16-59N-4W Sherwood Beach State Lot 1 in Gov Lot 3 R-1043	\$3,000.00
19	Autman, John	118 W. Sam Thomas Mere Way		Spokane	WA	99203	RP0042000100A	16-59N-4W Sherwood Beach State Lot 1 in Gov Lot 3 R-1043	\$3,000.00
20	Autman, John	4113 South Martin		Spokane	WA	99203	RP0042000100A	16-59N-4W Sherwood Beach State Lot 1 in Gov Lot 3 R-1043	\$3,000.00
21	Autman, John	4118 South Martin		Spokane	WA	99203	RP0042000100A	16-59N-4W Sherwood Beach State Lot 1 in Gov Lot 3 R-1043	\$3,000.00
22	Autman, John	4118 South Martin		Spokane	WA	99203	RP0042000100A	16-59N-4W Sherwood Beach State Lot 1 in Gov Lot 3 R-1043	\$3,000.00
23	Autman, John	600 Robert V. & Doris S. Balfour	600 Spruce St	Spokane	WA	99203	RP0042000100A	16-59N-4W Sherwood Beach State Lot 1 in Gov Lot 3 R-1043	\$3,000.00
24	Autman, John	600 Robert V. & Doris S. Balfour	600 Spruce St	Spokane	WA	99203	RP0042000100A	16-59N-4W Sherwood Beach State Lot 1 in Gov Lot 3 R-1043	\$3,000.00
25	Autman, John	600 Robert V. & Doris S. Balfour	600 Spruce St	Spokane	WA	99203	RP0042000100A	16-59N-4W Sherwood Beach State Lot 1 in Gov Lot 3 R-1043	\$3,000.00
26	Autman, John	600 Robert V. & Doris S. Balfour	600 Spruce St	Spokane	WA	99203	RP0042000100A	16-59N-4W Sherwood Beach State Lot 1 in Gov Lot 3 R-1043	\$3,000.00
27	Autman, John	4307 201st Ave NE	600 Spruce St	Spokane	WA	99203	RP0042000100A	16-59N-4W Sherwood Beach State Lot 1 in Gov Lot 3 R-1043	\$3,000.00
28	Autman, John	5620 N. Dumbeller		Spokane	WA	99203	RP0042000100A	16-59N-4W Sherwood Beach State Lot 1 in Gov Lot 3 R-1043	\$3,000.00
29	Autman, John	7040 Tyson Canyon Rd	P.O. Box 209	Spokane	WA	99203	RP0042000100A	16-59N-4W Sherwood Beach State Lot 1 in Gov Lot 3 R-1043	\$3,000.00
30	Autman, John	600 Charles L. & Mary M. Bauer	2104 Winchester Way	Spokane	WA	99203	RP0042000100A	16-59N-4W Sherwood Beach State Lot 1 in Gov Lot 3 R-1043	\$3,000.00
31	Autman, John	118 W. Sam Thomas Mere Way	639 N. Riverpoint Blvd Apt #W	Spokane	WA	99203	RP0042000100A	16-59N-4W Sherwood Beach State Lot 1 in Gov Lot 3 R-1043	\$3,000.00
32	Autman, John	7425 W. Johnson Ave		Spokane	WA	99203	RP0042000100A	16-59N-4W Sherwood Beach State Lot 1 in Gov Lot 3 R-1043	\$3,000.00
33	Autman, John	24 Old Course Drive		Spokane	WA	99203	RP0042000100A	16-59N-4W Sherwood Beach State Lot 1 in Gov Lot 3 R-1043	\$3,000.00
34	Autman, John	11801 207th Ave SE		Spokane	WA	99203	RP0042000100A	16-59N-4W Sherwood Beach State Lot 1 in Gov Lot 3 R-1043	\$3,000.00
35	Autman, John	6911 N. Cochrane	P.O. Box 64	Spokane	WA	99203	RP0042000100A	16-59N-4W Sherwood Beach State Lot 1 in Gov Lot 3 R-1043	\$3,000.00
36	Autman, John	P.O. Box 64		Spokane	WA	99203	RP0042000100A	16-59N-4W Sherwood Beach State Lot 1 in Gov Lot 3 R-1043	\$3,000.00
37	Autman, John	P.O. Box 64		Spokane	WA	99203	RP0042000100A	16-59N-4W Sherwood Beach State Lot 1 in Gov Lot 3 R-1043	\$3,000.00
38	Autman, John	P.O. Box 64		Spokane	WA	99203	RP0042000100A	16-59N-4W Sherwood Beach State Lot 1 in Gov Lot 3 R-1043	\$3,000.00
39	Autman, John	P.O. Box 64		Spokane	WA	99203	RP0042000100A	16-59N-4W Sherwood Beach State Lot 1 in Gov Lot 3 R-1043	\$3,000.00
40	Autman, John	P.O. Box 64		Spokane	WA	99203	RP0042000100A	16-59N-4W Sherwood Beach State Lot 1 in Gov Lot 3 R-1043	\$3,000.00
41	Autman, John	P.O. Box 64		Spokane	WA	99203	RP0042000100A	16-59N-4W Sherwood Beach State Lot 1 in Gov Lot 3 R-1043	\$3,000.00
42	Autman, John	P.O. Box 64		Spokane	WA	99203	RP0042000100A	16-59N-4W Sherwood Beach State Lot 1 in Gov Lot 3 R-1043	\$3,000.00
43	Autman, John	P.O. Box 64		Spokane	WA	99203	RP0042000100A	16-59N-4W Sherwood Beach State Lot 1 in Gov Lot 3 R-1043	\$3,000.00
44	Autman, John	P.O. Box 64		Spokane	WA	99203	RP0042000100A	16-59N-4W Sherwood Beach State Lot 1 in Gov Lot 3 R-1043	\$3,000.00
45	Autman, John	P.O. Box 64		Spokane	WA	99203	RP0042000100A	16-59N-4W Sherwood Beach State Lot 1 in Gov Lot 3 R-1043	\$3,000.00
46	Autman, John	P.O. Box 64		Spokane	WA	99203	RP0042000100A	16-59N-4W Sherwood Beach State Lot 1 in Gov Lot 3 R-1043	\$3,000.00
47	Autman, John	P.O. Box 64		Spokane	WA	99203	RP0042000100A	16-59N-4W Sherwood Beach State Lot 1 in Gov Lot 3 R-1043	\$3,000.00
48	Autman, John	P.O. Box 64		Spokane	WA	99203	RP0042000100A	16-59N-4W Sherwood Beach State Lot 1 in Gov Lot 3 R-1043	\$3,000.00
49	Autman, John	P.O. Box 64		Spokane	WA	99203	RP0042000100A	16-59N-4W Sherwood Beach State Lot 1 in Gov Lot 3 R-1043	\$3,000.00
50	Autman, John	P.O. Box 64		Spokane	WA	99203	RP0042000100A	16-59N-4W Sherwood Beach State Lot 1 in Gov Lot 3 R-1043	\$3,000.00
51	Autman, John	P.O. Box 64		Spokane	WA	99203	RP0042000100A	16-59N-4W Sherwood Beach State Lot 1 in Gov Lot 3 R-1043	\$3,000.00
52	Autman, John	P.O. Box 64		Spokane	WA	99203	RP0042000100A	16-59N-4W Sherwood Beach State Lot 1 in Gov Lot 3 R-1043	\$3,000.00
53	Autman, John	P.O. Box 64		Spokane	WA	99203	RP0042000100A	16-59N-4W Sherwood Beach State Lot 1 in Gov Lot 3 R-1043	\$3,000.00
54	Autman, John	P.O. Box 64		Spokane	WA	99203	RP0042000100A	16-59N-4W Sherwood Beach State Lot 1 in Gov Lot 3 R-1043	\$3,000.00
55	Autman, John	P.O. Box 64		Spokane	WA	99203	RP0042000100A	16-59N-4W Sherwood Beach State Lot 1 in Gov Lot 3 R-1043	\$3,000.00
56	Autman, John	P.O. Box 64		Spokane	WA	99203	RP0042000100A	16-59N-4W Sherwood Beach State Lot 1 in Gov Lot 3 R-1043	\$3,000.00
57	Autman, John	P.O. Box 64		Spokane	WA	99203	RP0042000100A	16-59N-4W Sherwood Beach State Lot 1 in Gov Lot 3 R-1043	\$3,000.00
58	Autman, John	P.O. Box 64		Spokane	WA	99203	RP0042000100A	16-59N-4W Sherwood Beach State Lot 1 in Gov Lot 3 R-1043	\$3,000.00
59	Autman, John	P.O. Box 64		Spokane	WA	99203	RP0042000100A	16-59N-4W Sherwood Beach State Lot 1 in Gov Lot 3 R-1043	\$3,000.00
60	Autman, John	P.O. Box 64		Spokane	WA	99203	RP0042000100A	16-59N-4W Sherwood Beach State Lot 1 in Gov Lot 3 R-1043	\$3,000.00
61	Autman, John	P.O. Box 64		Spokane	WA	99203	RP0042000100A	16-59N-4W Sherwood Beach State Lot 1 in Gov Lot 3 R-1043	\$3,000.00
62	Autman, John	P.O. Box 64		Spokane	WA	99203	RP0042000100A	16-59N-4W Sherwood Beach State Lot 1 in Gov Lot 3 R-1043	\$3,000.00
63	Autman, John	P.O. Box 64		Spokane	WA	99203	RP0042000100A	16-59N-4W Sherwood Beach State Lot 1 in Gov Lot 3 R-1043	\$3,000.00
64	Autman, John	P.O. Box 64		Spokane	WA	99203	RP0042000100A	16-59N-4W Sherwood Beach State Lot 1 in Gov Lot 3 R-1043	\$3,000.00
65	Autman, John	P.O. Box 64		Spokane	WA	99203	RP0042000100A	16-59N-4W Sherwood Beach State Lot 1 in Gov Lot 3 R-1043	\$3,000.00
66	Autman, John	P.O. Box 64		Spokane	WA	99203	RP0042000100A	16-59N-4W Sherwood Beach State Lot 1 in Gov Lot 3 R-1043	\$3,000.00
67	Autman, John	P.O. Box 64		Spokane	WA	99203	RP0042000100A	16-59N-4W Sherwood Beach State Lot 1 in Gov Lot 3 R-1043	\$3,000.00
68	Autman, John	P.O. Box 64		Spokane	WA	99203	RP0042000100A	16-59N-4W Sherwood Beach State Lot 1 in Gov Lot 3 R-1043	\$3,000.00
69	Autman, John	P.O. Box 64		Spokane	WA	99203	RP0042000100A	16-59N-4W Sherwood Beach State Lot 1 in Gov Lot 3 R-1043	\$3,000.00
70	Autman, John	P.O. Box 64		Spokane	WA	99203	RP0042000100A	16-59N-4W Sherwood Beach State Lot 1 in Gov Lot 3 R-1043	\$3,000.00
71	Autman, John	P.O. Box 64		Spokane	WA	99203	RP0042000100A	16-59N-4W Sherwood Beach State Lot 1 in Gov Lot 3 R-1043	\$3,000.00
72	Autman, John	P.O. Box 64		Spokane	WA	99203	RP0042000100A	16-59N-4W Sherwood Beach State Lot 1 in Gov Lot 3 R-1043	\$3,000.00
73	Autman, John	P.O. Box 64		Spokane	WA	99203	RP0042000100A	16-59N-4W Sherwood Beach State Lot 1 in Gov Lot 3 R-1043	\$3,000.00
74	Autman, John	P.O. Box 64		Spokane	WA	99203	RP0042000100A	16-59N-4W Sherwood Beach State Lot 1 in Gov Lot 3 R-1043	\$3,000.00
75	Autman, John	P.O. Box 64		Spokane	WA	99203	RP0042000100A	16-59N-4W Sherwood Beach State Lot 1 in Gov Lot 3 R-1043	\$3,000.00
76	Autman, John	P.O. Box 64		Spokane	WA	99203	RP0042000100A	16-59N-4W Sherwood Beach State Lot 1 in Gov Lot 3 R-1043	\$3,000.00
77	Autman, John	P.O. Box 64		Spokane	WA	99203	RP0042000100A	16-59N-4W Sherwood Beach State Lot 1 in Gov Lot 3 R-1043	\$3,000.00
78	Autman, John	P.O. Box 64		Spokane	WA	99203	RP0042000100A	16-59N-4W Sherwood Beach State Lot 1 in Gov Lot 3 R-1043	\$3,000.00
79	Autman, John	P.O. Box 64		Spokane	WA	99203	RP0042000100A	16-59N-4W Sherwood Beach State Lot 1 in Gov Lot 3 R-1043	\$3,000.00
80	Autman, John	P.O. Box 64		Spokane	WA	99203	RP0042000100A	16-59N-4W Sherwood Beach State Lot 1 in Gov Lot 3 R-1043	\$3,000.00
81	Autman, John	P.O. Box 64		Spokane	WA	99203	RP0042000100A	16-59N-4W Sherwood Beach State Lot 1 in Gov Lot 3 R-1043	\$3,000.00
82	Autman, John	P.O. Box 64		Spokane	WA	99203	RP0042000100A	16-59N-4W Sherwood Beach State Lot 1 in Gov Lot 3 R-1043	\$3,000.00
83	Autman, John	P.O. Box 64		Spokane	WA	99203	RP0042000100A	16-59N-4W Sherwood Beach State Lot 1 in Gov Lot 3 R-1043	\$3,000.00
84	Autman, John	P.O. Box 64		Spokane	WA	99203	RP0042000100A	16-59N-4W Sherwood Beach State Lot 1 in Gov Lot 3 R-1043	\$3,000.00
85	Autman, John	P.O. Box 64		Spokane	WA	99203	RP0042000100A	16-59N-4W Sherwood Beach State Lot 1 in Gov Lot 3 R-1043	\$3,000.00
86	Autman, John	P.O. Box 64		Spokane	WA	99203	RP0042000100A	16-59N-4W Sherwood Beach State Lot 1 in Gov Lot 3 R-1043	\$3,000.00
87	Autman, John	P.O. Box 64		Spokane	WA	99203	RP0042000100A	16-59N-4W Sherwood Beach State Lot 1 in Gov Lot 3 R-1043	\$3,000.00
88	Autman, John	P.O. Box 64		Spokane	WA	99203	RP0042000100A	16-59N-4W Sherwood Beach State Lot 1 in Gov Lot 3 R-1043	\$3,000.00
89	Autman, John	P.O. Box 64		Spokane	WA	99203	RP0042000100A	16-59N-4W Sherwood Beach State Lot 1 in Gov Lot 3 R-1043	\$3,000.00
90	Autman, John	P.O. Box 64		Spokane	WA	99203	RP0042000100A	16-59N-4W Sherwood Beach State Lot 1 in Gov Lot 3 R-1043	\$3,000.00
91	Autman, John	P.O. Box							



ASSNS #	OWNER	ADDRESS 1	ADDRESS 2	CITY	STATE	ZIP CODE	PARCEL #	LEGAL DESCRIPTION	TOTAL ASSES
164	Ericsson, Vincent J. & Socorro	E. 2726 Onslow Road		Colbert	WA	99005-1672	SC*1H000500429A	Rocky Point State Lot 42 in Gov Lot 4 R-1099	\$6,000.00
165	Ericsson, Winifred	W 424 29th		Spokane	WA	99203	SC*1H000500140A	Cavanaugh Bay Homes Lot 14	\$6,000.00
166	Ever, Patricia A.	P.O. Box 50852		Spokane	WA	99223-3014	SC*1H000500590A	State Lot 59 in Gov Lot 2 R-1277	\$6,000.00
167	Everson, Janita	1116 N Road 76		Pasco	WA	99101-1860	SC*1H000500210A	High Point State Lot 21 in Gov Lot 1 R-1353	\$75,000.00
168	Family Loan & Invest Co Inc	2408 E. Deerwood Ct		Spokane	WA	99223	RP0007002001AA	Ducenas 1st Add Blk 2 Lots 1,2,3,4	\$9,000.00
169	Family Loan & Invest Co Inc	2408 E. Deerwood Ct		Spokane	WA	99223	RP0007001003AA	Ducenas 1st Add Blk 3 Lots 2,3,4	\$9,000.00
170	Family Loan & Invest Co Inc	2408 E. Deerwood Ct		Spokane	WA	99223	RP0007001002AA	Ducenas 1st Add Blk 3 Lots 2,3,4	\$9,000.00
171	Family Loan & Invest Co Inc	2408 E. Deerwood Ct		Spokane	WA	99223	RP0007001001AA	Ducenas 1st Add Blk 3 Lots 2,3,4	\$9,000.00
172	Family Loan & Invest Co Inc	2408 E. Deerwood Ct		Spokane	WA	99223	RP0007001000AA	Ducenas 1st Add Blk 3 Lots 2,3,4	\$9,000.00
173	Family Loan & Invest Co Inc	2408 E. Deerwood Ct		Spokane	WA	99223	RP0007001000AA	Ducenas 1st Add Blk 3 Lots 2,3,4	\$9,000.00
174	Fry, Mel & Heidi A	N 3816 Madison		Spokane	WA	99205	SC*1H000500060A	Sherrwood Beach Sub Blk 1 Lot 1	\$6,000.00
175	Fry, Trust	60 Eric & Christine Fidler	815 Foster	Coon	ID	83314-9704	SC*1H000500060A	Sherrwood Beach Sub Blk 1 Lot 1	\$6,000.00
176	Seawood, Leo	100 Waterford Landing		Spokane	WA	99205	SC*1H000500040A	Sherrwood Beach Sub Blk 1 Lot 1	\$6,000.00
177	Gregson Family Trust	670 Jay Missalind Trustee	4109 N Elgin St	Venetale	WA	99205	RP00070000040A	Sherrwood Beach Sub Blk 1 Lot 1	\$6,000.00
178	Fridley, Craig K. & Teresa M.	16316 East 20th Court		Spokane	WA	99205	RP00070000040A	Sherrwood Beach Sub Blk 1 Lot 1	\$6,000.00
179	Fridley, Boyd W.	4374 Killing St.		Spokane	WA	99205	RP00070000040A	Sherrwood Beach Sub Blk 1 Lot 1	\$6,000.00
181	Fry, Gary & Joyce	PO Box 21		Coon	ID	83321	RP00070000040A	Sherrwood Beach Sub Blk 1 Lot 1	\$6,000.00
183	Fry, Gary & Joyce	PO Box 21		Coon	ID	83321	RP00070000040A	Sherrwood Beach Sub Blk 1 Lot 1	\$6,000.00
184	Fulginiti, John & Linda M	4305 W. Navaho Ave		Spokane	WA	99208	RP0007001001AA	Sherrwood Beach Sub Blk 1 Lot 1	\$6,000.00
185	Fulginiti, Linda M	4305 W. Navaho Ave		Spokane	WA	99208	RP0007001001AA	Sherrwood Beach Sub Blk 1 Lot 1	\$6,000.00
186	Fry, Gary	6110 Bemhill Rd		Coon	ID	83321	RP00070000040A	Sherrwood Beach Sub Blk 1 Lot 1	\$6,000.00
188	Fry, Michael C. & Corinne	P.O. Box 35		Coon	ID	83321-0035	RP00070000040A	Sherrwood Beach Sub Blk 1 Lot 1	\$6,000.00
189	Garg, Salvatore E. & Roberta	330 N Glenwood Blvd Ste 205		Burien	CA	91402-5264	RP00070000040A	Sherrwood Beach Sub Blk 1 Lot 1	\$6,000.00
190	Garg, Salvatore E. & Roberta	330 N Glenwood Blvd Ste 205		Burien	CA	91402-5264	RP00070000040A	Sherrwood Beach Sub Blk 1 Lot 1	\$6,000.00
191	Gardner, Roy T. & Dalores M.	N 15115 Holling		Mead	WA	99025	SC*1H000500040A	Sherrwood Beach Sub Blk 1 Lot 1	\$6,000.00
192	Gardner, Roy T.	17920 N. Kimberly Rd.		Coon	ID	83321	RP00070000040A	Sherrwood Beach Sub Blk 1 Lot 1	\$6,000.00
193	Gardner, Roy T.	17920 N. Kimberly Rd.		Coon	ID	83321	RP00070000040A	Sherrwood Beach Sub Blk 1 Lot 1	\$6,000.00
194	Gardner, Roy T.	17920 N. Kimberly Rd.		Coon	ID	83321	RP00070000040A	Sherrwood Beach Sub Blk 1 Lot 1	\$6,000.00
195	Gardner, Roy T.	17920 N. Kimberly Rd.		Coon	ID	83321	RP00070000040A	Sherrwood Beach Sub Blk 1 Lot 1	\$6,000.00
196	Gary, Robert G. & Katherine	66508, 29th W	PO Box 605	Liberty Lake	WA	99019	RP00070000040A	Sherrwood Beach Sub Blk 1 Lot 1	\$6,000.00
197	Goodman, John H. & Judith H	8010 S. Larch Ln		Spokane	WA	99224-8434	RP00070000040A	Sherrwood Beach Sub Blk 1 Lot 1	\$6,000.00
198	Graff, Gary	615 E. 3rd		Spokane	WA	99202	RP00070000040A	Sherrwood Beach Sub Blk 1 Lot 1	\$6,000.00
199	Graff, Gary	615 E. 3rd		Spokane	WA	99202	RP00070000040A	Sherrwood Beach Sub Blk 1 Lot 1	\$6,000.00
200	Graff, Gary	615 E. 3rd		Spokane	WA	99202	RP00070000040A	Sherrwood Beach Sub Blk 1 Lot 1	\$6,000.00
201	Graff, Gary	615 E. 3rd		Spokane	WA	99202	RP00070000040A	Sherrwood Beach Sub Blk 1 Lot 1	\$6,000.00
202	Graff, Gary	615 E. 3rd		Spokane	WA	99202	RP00070000040A	Sherrwood Beach Sub Blk 1 Lot 1	\$6,000.00
203	Graff, Gary	615 E. 3rd		Spokane	WA	99202	RP00070000040A	Sherrwood Beach Sub Blk 1 Lot 1	\$6,000.00
204	Graff, Gary	615 E. 3rd		Spokane	WA	99202	RP00070000040A	Sherrwood Beach Sub Blk 1 Lot 1	\$6,000.00
205	Graff, Gary	615 E. 3rd		Spokane	WA	99202	RP00070000040A	Sherrwood Beach Sub Blk 1 Lot 1	\$6,000.00
206	Graff, Gary	615 E. 3rd		Spokane	WA	99202	RP00070000040A	Sherrwood Beach Sub Blk 1 Lot 1	\$6,000.00
207	Graff, Gary	615 E. 3rd		Spokane	WA	99202	RP00070000040A	Sherrwood Beach Sub Blk 1 Lot 1	\$6,000.00
208	Graff, Gary	615 E. 3rd		Spokane	WA	99202	RP00070000040A	Sherrwood Beach Sub Blk 1 Lot 1	\$6,000.00
209	Graff, Gary	615 E. 3rd		Spokane	WA	99202	RP00070000040A	Sherrwood Beach Sub Blk 1 Lot 1	\$6,000.00
210	Graff, Gary	615 E. 3rd		Spokane	WA	99202	RP00070000040A	Sherrwood Beach Sub Blk 1 Lot 1	\$6,000.00
211	Graff, Gary	615 E. 3rd		Spokane	WA	99202	RP00070000040A	Sherrwood Beach Sub Blk 1 Lot 1	\$6,000.00
212	Graff, Gary	615 E. 3rd		Spokane	WA	99202	RP00070000040A	Sherrwood Beach Sub Blk 1 Lot 1	\$6,000.00
213	Graff, Gary	615 E. 3rd		Spokane	WA	99202	RP00070000040A	Sherrwood Beach Sub Blk 1 Lot 1	\$6,000.00
214	Graff, Gary	615 E. 3rd		Spokane	WA	99202	RP00070000040A	Sherrwood Beach Sub Blk 1 Lot 1	\$6,000.00
215	Graff, Gary	615 E. 3rd		Spokane	WA	99202	RP00070000040A	Sherrwood Beach Sub Blk 1 Lot 1	\$6,000.00
216	Graff, Gary	615 E. 3rd		Spokane	WA	99202	RP00070000040A	Sherrwood Beach Sub Blk 1 Lot 1	\$6,000.00
217	Graff, Gary	615 E. 3rd		Spokane	WA	99202	RP00070000040A	Sherrwood Beach Sub Blk 1 Lot 1	\$6,000.00
218	Graff, Gary	615 E. 3rd		Spokane	WA	99202	RP00070000040A	Sherrwood Beach Sub Blk 1 Lot 1	\$6,000.00
219	Graff, Gary	615 E. 3rd		Spokane	WA	99202	RP00070000040A	Sherrwood Beach Sub Blk 1 Lot 1	\$6,000.00
220	Graff, Gary	615 E. 3rd		Spokane	WA	99202	RP00070000040A	Sherrwood Beach Sub Blk 1 Lot 1	\$6,000.00
221	Graff, Gary	615 E. 3rd		Spokane	WA	99202	RP00070000040A	Sherrwood Beach Sub Blk 1 Lot 1	\$6,000.00
222	Graff, Gary	615 E. 3rd		Spokane	WA	99202	RP00070000040A	Sherrwood Beach Sub Blk 1 Lot 1	\$6,000.00
223	Graff, Gary	615 E. 3rd		Spokane	WA	99202	RP00070000040A	Sherrwood Beach Sub Blk 1 Lot 1	\$6,000.00
224	Graff, Gary	615 E. 3rd		Spokane	WA	99202	RP00070000040A	Sherrwood Beach Sub Blk 1 Lot 1	\$6,000.00
225	Graff, Gary	615 E. 3rd		Spokane	WA	99202	RP00070000040A	Sherrwood Beach Sub Blk 1 Lot 1	\$6,000.00
226	Graff, Gary	615 E. 3rd		Spokane	WA	99202	RP00070000040A	Sherrwood Beach Sub Blk 1 Lot 1	\$6,000.00
227	Graff, Gary	615 E. 3rd		Spokane	WA	99202	RP00070000040A	Sherrwood Beach Sub Blk 1 Lot 1	\$6,000.00
228	Graff, Gary	615 E. 3rd		Spokane	WA	99202	RP00070000040A	Sherrwood Beach Sub Blk 1 Lot 1	\$6,000.00
229	Graff, Gary	615 E. 3rd		Spokane	WA	99202	RP00070000040A	Sherrwood Beach Sub Blk 1 Lot 1	\$6,000.00
230	Graff, Gary	615 E. 3rd		Spokane	WA	99202	RP00070000040A	Sherrwood Beach Sub Blk 1 Lot 1	\$6,000.00
231	Graff, Gary	615 E. 3rd		Spokane	WA	99202	RP00070000040A	Sherrwood Beach Sub Blk 1 Lot 1	\$6,000.00
232	Graff, Gary	615 E. 3rd		Spokane	WA	99202	RP00070000040A	Sherrwood Beach Sub Blk 1 Lot 1	\$6,000.00
233	Graff, Gary	615 E. 3rd		Spokane	WA	99202	RP00070000040A	Sherrwood Beach Sub Blk 1 Lot 1	\$6,000.00
234	Graff, Gary	615 E. 3rd		Spokane	WA	99202	RP00070000040A	Sherrwood Beach Sub Blk 1 Lot 1	\$6,000.00
235	Graff, Gary	615 E. 3rd		Spokane	WA	99202	RP00070000040A	Sherrwood Beach Sub Blk 1 Lot 1	\$6,000.00
236	Graff, Gary	615 E. 3rd		Spokane	WA	99202	RP00070000040A	Sherrwood Beach Sub Blk 1 Lot 1	\$6,000.00
237	Graff, Gary	615 E. 3rd		Spokane	WA	99202	RP00070000040A	Sherrwood Beach Sub Blk 1 Lot 1	\$6,000.00
238	Graff, Gary	615 E. 3rd		Spokane	WA	99202	RP00070000040A	Sherrwood Beach Sub Blk 1 Lot 1	\$6,000.00
239	Graff, Gary	615 E. 3rd		Spokane	WA	99202	RP00070000040A	Sherrwood Beach Sub Blk 1 Lot 1	\$6,000.00
240	Graff, Gary	615 E. 3rd		Spokane	WA	99202	RP00070000040A	Sherrwood Beach Sub Blk 1 Lot 1	\$6,000.00
241	Graff, Gary	615 E. 3rd		Spokane	WA	99202	RP00070000040A	Sherrwood Beach Sub Blk 1 Lot 1	\$6,000.00
242	Graff, Gary	615 E. 3rd		Spokane	WA	99202	RP00070000040A	Sherrwood Beach Sub Blk 1 Lot 1	\$6,000.00
243	Graff, Gary	615 E. 3rd		Spokane	WA	99202	RP00070000040A	Sherrwood Beach Sub Blk 1 Lot 1	\$6,000.00

ASSSES #	OWNER	ADDRESS 1	ADDRESS 2	CITY	STATE	ZIP CODE	PARCEL #	LEGAL DESCRIPTION	TOTAL ASSESS
244	Hill, Steven D. & Madeline J.	2510 W. Carolina Court		Spokane	WA	99208-4689	RP003230010020A	27-60N-4W Perkin's Beach Blk 1 Lot 2	\$6,000.00
245	Hill, Steven D. & Madeline J.	2510 W. Carolina Court		Spokane	WA	99208-4689	RP0032300100100A	27-60N-4W Perkin's Beach Blk 1 Lot 1 1st Addn	\$6,000.00
246	Hirano, Judith	727 W Bear Cliff Court		Spokane	WA	99218	SC*H1000500000A	30-59N-4W Sherwood Beach State Lot D In Gov Lot 3 R-1254	\$6,000.00
247	Hitz, James R. & Bryonie Trust	1490 Hillside Drive SE		Isacukoh	WA	99027	RP292047099220A	09-59N-4W Tax 36	\$6,000.00
248	Hofstadler, Kelder A	N 1602 Overlook Dr		Spokane	WA	99207	SC*H1000500390A	27-60N-4W Rocky Point State Lot 39 In Gov Lot 4 R-1065	\$6,000.00
249	Hoopes, Keith	11404 E 12th Ave		Spokane	WA	99206	RP00720120140A	10-59N-4W 1st Addn To Coe Blk 12 Lot 14	\$6,000.00
250	Hoopes, Keith	11404 E 12th Ave		Spokane	WA	99206	RP00720120111A	10-59N-4W 1st Addn To Coe Blk 12 Lots 11 & 12	\$6,000.00
251	Hoopes, Keith R. & Leona L	12514 S 67th St Apt A-4		Spokane	WA	99206	RP00720120130A	10-59N-4W 1st Addn To Coe Blk 12 Lot 13	\$6,000.00
252	Hudson, Keith R. & Laurie V	10114 N Commodore Dr		Vancouver	WA	98684	RP00920202033A	10-59N-4W 1st Addn To Coe Blk 2 Lot 3 4th Tax 1 Blk 6 Tax 3 Less Tax 4	\$9,000.00
253	Huff, Ronald R. & Marcia M	13707 N River Bluff		Spokane	WA	99208	RP00906010070A	10-59N-4W Duncans Squid Blk 1 Lot 7	\$6,000.00
254	Hurd, Kenneth H. & Carol	254 Hurd		Spokane	WA	99208	RP00330000120A	10-59N-4W Coe Blk 12 Coe Blk 4 Tax 1 of Lot 3, Lots 4,5,6, Tax 46 Sec 10 1060 SF	\$6,000.00
255	Hutchinson, Glenn L. & Kerry L	594 Bonnie Brue		Walla Walla	WA	99351	SC*H1000500190A	28-60N-4W Sherwood Beach State Lot 1 In Gov Lot 3 R-1307	\$6,000.00
256	Hutchinson, Merrill Lee	E 16415 22nd Ave		Venalia	WA	99220	RP00421000010A	03-59N-4W Camp Sherwood Add Lot 10 & NEZ OF Lot 11	\$6,000.00
257	J. G. Thomas Family, LLC	PO Box 3792		Spokane	WA	99207	RP00710060050A	10-59N-4W Coe Blk 6 Lots 5,6 & 7	\$6,000.00
258	Jackson, Forrest	PO Box 277		Spokane	WA	99207	SC*H1000500190A	34-60N-4W Soldier Creek State Lot 1 In Gov Lot 1 R-1033	\$6,000.00
259	Jackson, Wendy Lynn	C/O Laurie L. Ryan Skiper	23925 Via Duzna	Venalia	CA	91355	SC*H100050020A	34-60N-4W Soldier Creek State Lot 2 In Gov Lot 1 R-1033	\$6,000.00
260	Jackson, Wendy Lynn	P.O. Box 282	23925 Via Duzna	Venalia	CA	91355	SC*H100050020A	34-60N-4W Soldier Creek State Lot 2 In Gov Lot 1 R-1033	\$6,000.00
261	Jacks, Win H. & Elizabeth	16 Steamboat Bay Court		Coe Blk	ID	83821	RP00318010044A	27-60N-4W Perkin's Beach Blk 1 Lots 2, 3 & 4	\$12,000.00
262	Jackson, Trust	2720 Kensington Ave		Coe Blk	ID	83821	RP00318010044A	27-60N-4W Perkin's Beach Blk 1 Lots 2, 3 & 4	\$12,000.00
263	Jackson, Trust	2720 Kensington Ave		Coe Blk	ID	83821	RP00318010044A	27-60N-4W Perkin's Beach Blk 1 Lots 2, 3 & 4	\$12,000.00
264	Jackson, Trust	2720 Kensington Ave		Coe Blk	ID	83821	RP00318010044A	27-60N-4W Perkin's Beach Blk 1 Lots 2, 3 & 4	\$12,000.00
265	Jason, Robert H. & Karen L	20331 N 38th St		Thousand Oaks	CA	91362	RP00334001004A	27-60N-4W SWSEK OF Gov Lot 3 1st Addn Blk 1, N2 of Lot 4 Jamison Trust	\$6,000.00
266	Jason, Robert H. & Karen M	411 Steamboat Bay Place		Redmond	WA	98052	SC*H100050020A	03-59N-4W Sherwood Beach State Lot G In Gov Lot 3 R-1321	\$6,000.00
267	Jeanes, Trust	David & Janice D. Johnson	P.O. Box 28786	Coe Blk	WA	99208	RP00334001004A	27-60N-4W N 200th Of Gov Lot 3 1st Addn Plat & Less Tax 194, 23, 17 Lot In Tax 13 Sec 27 60N-4W, Tax 3, 28, & 32	\$3,000.00
268	Jeanes, Trust	615 North Megan Street		Spokane	WA	99208	RP00334001004A	27-60N-4W North Sherwood Lot 11	\$6,000.00
269	Jeanes, Trust	7915 South Cheney Spokane Road		Spokane	WA	99208	RP00334001004A	27-60N-4W North Sherwood Lot 11	\$6,000.00
270	Jeanes, Trust	411 Steamboat Bay Place		Spokane	WA	99208	RP00334001004A	27-60N-4W North Sherwood Lot 11	\$6,000.00
271	Jeanes, Trust	411 Steamboat Bay Place		Spokane	WA	99208	RP00334001004A	27-60N-4W North Sherwood Lot 11	\$6,000.00
272	Jeanes, Trust	411 Steamboat Bay Place		Spokane	WA	99208	RP00334001004A	27-60N-4W North Sherwood Lot 11	\$6,000.00
273	Jeanes, Trust	411 Steamboat Bay Place		Spokane	WA	99208	RP00334001004A	27-60N-4W North Sherwood Lot 11	\$6,000.00
274	Jeanes, Trust	411 Steamboat Bay Place		Spokane	WA	99208	RP00334001004A	27-60N-4W North Sherwood Lot 11	\$6,000.00
275	Jeanes, Trust	411 Steamboat Bay Place		Spokane	WA	99208	RP00334001004A	27-60N-4W North Sherwood Lot 11	\$6,000.00
276	Jeanes, Trust	411 Steamboat Bay Place		Spokane	WA	99208	RP00334001004A	27-60N-4W North Sherwood Lot 11	\$6,000.00
277	Jeanes, Trust	411 Steamboat Bay Place		Spokane	WA	99208	RP00334001004A	27-60N-4W North Sherwood Lot 11	\$6,000.00
278	Jeanes, Trust	411 Steamboat Bay Place		Spokane	WA	99208	RP00334001004A	27-60N-4W North Sherwood Lot 11	\$6,000.00
279	Jeanes, Trust	411 Steamboat Bay Place		Spokane	WA	99208	RP00334001004A	27-60N-4W North Sherwood Lot 11	\$6,000.00
280	Jeanes, Trust	411 Steamboat Bay Place		Spokane	WA	99208	RP00334001004A	27-60N-4W North Sherwood Lot 11	\$6,000.00
281	Jeanes, Trust	411 Steamboat Bay Place		Spokane	WA	99208	RP00334001004A	27-60N-4W North Sherwood Lot 11	\$6,000.00
282	Jeanes, Trust	411 Steamboat Bay Place		Spokane	WA	99208	RP00334001004A	27-60N-4W North Sherwood Lot 11	\$6,000.00
283	Jeanes, Trust	411 Steamboat Bay Place		Spokane	WA	99208	RP00334001004A	27-60N-4W North Sherwood Lot 11	\$6,000.00
284	Jeanes, Trust	411 Steamboat Bay Place		Spokane	WA	99208	RP00334001004A	27-60N-4W North Sherwood Lot 11	\$6,000.00
285	Jeanes, Trust	411 Steamboat Bay Place		Spokane	WA	99208	RP00334001004A	27-60N-4W North Sherwood Lot 11	\$6,000.00
286	Jeanes, Trust	411 Steamboat Bay Place		Spokane	WA	99208	RP00334001004A	27-60N-4W North Sherwood Lot 11	\$6,000.00
287	Jeanes, Trust	411 Steamboat Bay Place		Spokane	WA	99208	RP00334001004A	27-60N-4W North Sherwood Lot 11	\$6,000.00
288	Jeanes, Trust	411 Steamboat Bay Place		Spokane	WA	99208	RP00334001004A	27-60N-4W North Sherwood Lot 11	\$6,000.00
289	Jeanes, Trust	411 Steamboat Bay Place		Spokane	WA	99208	RP00334001004A	27-60N-4W North Sherwood Lot 11	\$6,000.00
290	Jeanes, Trust	411 Steamboat Bay Place		Spokane	WA	99208	RP00334001004A	27-60N-4W North Sherwood Lot 11	\$6,000.00
291	Jeanes, Trust	411 Steamboat Bay Place		Spokane	WA	99208	RP00334001004A	27-60N-4W North Sherwood Lot 11	\$6,000.00
292	Jeanes, Trust	411 Steamboat Bay Place		Spokane	WA	99208	RP00334001004A	27-60N-4W North Sherwood Lot 11	\$6,000.00
293	Jeanes, Trust	411 Steamboat Bay Place		Spokane	WA	99208	RP00334001004A	27-60N-4W North Sherwood Lot 11	\$6,000.00
294	Jeanes, Trust	411 Steamboat Bay Place		Spokane	WA	99208	RP00334001004A	27-60N-4W North Sherwood Lot 11	\$6,000.00
295	Jeanes, Trust	411 Steamboat Bay Place		Spokane	WA	99208	RP00334001004A	27-60N-4W North Sherwood Lot 11	\$6,000.00
296	Jeanes, Trust	411 Steamboat Bay Place		Spokane	WA	99208	RP00334001004A	27-60N-4W North Sherwood Lot 11	\$6,000.00
297	Jeanes, Trust	411 Steamboat Bay Place		Spokane	WA	99208	RP00334001004A	27-60N-4W North Sherwood Lot 11	\$6,000.00
298	Jeanes, Trust	411 Steamboat Bay Place		Spokane	WA	99208	RP00334001004A	27-60N-4W North Sherwood Lot 11	\$6,000.00
299	Jeanes, Trust	411 Steamboat Bay Place		Spokane	WA	99208	RP00334001004A	27-60N-4W North Sherwood Lot 11	\$6,000.00
300	Jeanes, Trust	411 Steamboat Bay Place		Spokane	WA	99208	RP00334001004A	27-60N-4W North Sherwood Lot 11	\$6,000.00
301	Jeanes, Trust	411 Steamboat Bay Place		Spokane	WA	99208	RP00334001004A	27-60N-4W North Sherwood Lot 11	\$6,000.00
302	Jeanes, Trust	411 Steamboat Bay Place		Spokane	WA	99208	RP00334001004A	27-60N-4W North Sherwood Lot 11	\$6,000.00
303	Jeanes, Trust	411 Steamboat Bay Place		Spokane	WA	99208	RP00334001004A	27-60N-4W North Sherwood Lot 11	\$6,000.00
304	Jeanes, Trust	411 Steamboat Bay Place		Spokane	WA	99208	RP00334001004A	27-60N-4W North Sherwood Lot 11	\$6,000.00
305	Jeanes, Trust	411 Steamboat Bay Place		Spokane	WA	99208	RP00334001004A	27-60N-4W North Sherwood Lot 11	\$6,000.00
306	Jeanes, Trust	411 Steamboat Bay Place		Spokane	WA	99208	RP00334001004A	27-60N-4W North Sherwood Lot 11	\$6,000.00
307	Jeanes, Trust	411 Steamboat Bay Place		Spokane	WA	99208	RP00334001004A	27-60N-4W North Sherwood Lot 11	\$6,000.00
308	Jeanes, Trust	411 Steamboat Bay Place		Spokane	WA	99208	RP00334001004A	27-60N-4W North Sherwood Lot 11	\$6,000.00
309	Jeanes, Trust	411 Steamboat Bay Place		Spokane	WA	99208	RP00334001004A	27-60N-4W North Sherwood Lot 11	\$6,000.00
310	Jeanes, Trust	411 Steamboat Bay Place		Spokane	WA	99208	RP00334001004A	27-60N-4W North Sherwood Lot 11	\$6,000.00
311	Jeanes, Trust	411 Steamboat Bay Place		Spokane	WA	99208	RP00334001004A	27-60N-4W North Sherwood Lot 11	\$6,000.00
312	Jeanes, Trust	411 Steamboat Bay Place		Spokane	WA	99208	RP00334001004A	27-60N-4W North Sherwood Lot 11	\$6,000.00
313	Jeanes, Trust	411 Steamboat Bay Place		Spokane	WA	99208	RP00334001004A	27-60N-4W North Sherwood Lot 11	\$6,000.00
314	Jeanes, Trust	411 Steamboat Bay Place		Spokane	WA	99208	RP00334001004A	27-60N-4W North Sherwood Lot 11	\$6,000.00
315	Jeanes, Trust	411 Steamboat Bay Place		Spokane	WA	99208	RP00334001004A	27-60N-4W North Sherwood Lot 11	\$6,000.00
316	Jeanes, Trust	411 Steamboat Bay Place		Spokane	WA	99208	RP00334001004A	27-60N-4W North Sherwood Lot 11	\$6,000.00
317	Jeanes, Trust	411 Steamboat Bay Place		Spokane	WA	99208	RP00334001004A	27-60N-4W North Sherwood Lot 11	\$6,000.00
318	Jeanes, Trust	411 Steamboat Bay Place		Spokane	WA	99208	RP00334001004A	27-60N-4W North Sherwood Lot 11	\$6,000.00
319	Jeanes, Trust	411 Steamboat Bay Place		Spokane	WA	99208	RP00334001004A	27-60N-4W North Sherwood Lot 11	\$6,000.00
320	Jeanes, Trust	411 Steamboat Bay Place		Spokane	WA	99208	RP00334001004A	27-60N-4W North Sherwood Lot 11	\$6,000.00











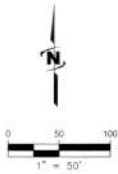


ASSESS #	OWNER	ADDRESS 1	ADDRESS 2	CITY	STATE	ZIP CODE	PARCEL #	LEGAL DESCRIPTION	TOTAL ASSESS
654	State Of Idaho	4033 Cavanaugh Bay Rd.		Coolin	ID	83821	SC1LH00AG023XA	16-60N-4W Rocky Point State Lot 18 thru 37; E. In Gov Lot 4 R-1147	\$3,000.00
655	State Of Idaho	4033 Cavanaugh Bay Rd.		Coolin	ID	83821	SC1LH00AG023XA	16-60N-4W Cavanaugh Bay Office, bank house, shop	\$4,000.00
656	State Of Idaho	4033 Cavanaugh Bay Rd.		Coolin	ID	83821	SP60N04200001A	16-60N-4W 51/2 SPT 1/4	\$3,000.00
657	State Of Idaho	4033 Cavanaugh Bay Rd.		Coolin	ID	83821	SC1LH00AG023XA	16-60N-4W Res Point State Lot 23X In Gov Lot 1 Not Leased	\$3,000.00
658	State Of Idaho	4033 Cavanaugh Bay Rd.		Coolin	ID	83821	SC1LH00AG023XA	16-60N-4W Gov Lot 1 East of Soldier Creek, forested, etc.	\$3,000.00
659	Almus, Patrick W. & Teresa M.	66 Gordon Highway	P O Box 93	Coolin	ID	83821	RP00072005001AA	10-59N-4W 1/4 Add To Coolin Blk 5 Lots 1,2 & 3 Leonard Paul Store	\$1,500.00
660	Cavanaugh Bay Resort, Inc	4024 Cavanaugh Bay Rd		Coolin	ID	83821	RP00045000001BA	10-59N-4W Cavanaugh Bay House Lots 1 & 5 Cavanaugh Bay Marina	\$7,615.00
661	Deabler, Carolyn	66 Blue Diamond Marina	PO Box 190	Coolin	ID	83821	SC1LH00AG023XA	10-59N-4W Cavanaugh Bay Blue Diamond Marina	\$14,600.00
662	Faller, Charles R.	P O Box 1915		Priest River	ID	83856-1915	RP00072006007AA	10-59N-4W 1/4 Add To Coolin Blk 6 Lot 7 & Tax 5 OF Lot 8 Priest Lake Medical Clinic	\$8,750.00
663	Faller, Charles R.	P O Box 1915		Priest River	ID	83856-1915	RP00072006008AA	10-59N-4W 1/4 Add To Coolin Blk 6 Lot 8 Less Tax 5 Post Office - Coolin	\$5,750.00
664	Garrett, Carl F & Shirley A	P O Box 185		Coolin	ID	83821	RP00039000016AA	10-59N-4W Coolin Lakeside Blk Lot 16 E. Of Coolin Rd. Lots 17,18,19	\$9,000.00
665	Garrett, Carl F & Shirley A. & West, Steven E.	P O Box 185		Coolin	ID	83821	RP00071000001BA	10-59N-4W Coolin Orth Blk 9, S. 1091 OF Lots 1,2, All OF Lots 7,8,9,10,11,12	\$12,000.00
666	Garrett, Carl F & Shirley A. & West, Steven E.	P O Box 185		Coolin	ID	83821	RP29N04W 05901A	10-59N-4W Tax 39 & 43 Woods Restaurant & Coolin Corner MH & RV Park 10MRE3RV Spaces	\$40,375.00
667	Johnson, Suzanne	P O Box 7347		Kennewick	WA	99336	RP29N04W 06000A	10-59N-4W Tax 12 Less 5 100 ft. & less E 330 ft. In at Priest Lake	\$60,750.00
668	PLBM, LLC	101 W Cananda Ste. 210		Spokane	WA	99201	RP00072003003BA	10-59N-4W 1/4 Add To Coolin Blk 3 Lots 2 & 4 Tax 45 OF Sec. 10-59N-4W Bishop's Marina Restaurant & Motel	\$36,250.00
669	PLBM, LLC	101 W Cananda Ste. 210		Spokane	WA	99201	RP00072003005AA	10-59N-4W 1/4 Add To Coolin Blk 3 Lot 5	\$3,000.00
670	PLBM, LLC	101 W Cananda Ste. 210		Spokane	WA	99201	RP00071004001AA	10-59N-4W Coolin Orth Blk 4 Lots 1,2,3 & 4 Bishop's Boat Storage Warehouse	\$12,000.00
671	PLBM, LLC	101 W Cananda Ste. 210		Spokane	WA	99201	RP29N04W 03951A	10-59N-4W Tax 44 Less Tax 46	\$5,750.00
672	PLBM, LLC	101 W Cananda Ste. 210		Spokane	WA	99201	RP00072004001BA	10-59N-4W 1/4 Add To Coolin Blk 4 Lot 1 Lot 3 Less Tax 1 Bishop's Marina	\$6,000.00
673	PLBM, LLC	101 W Cananda Ste. 210		Spokane	WA	99201	RP000720040020A	10-59N-4W 1/4 Add To Coolin Blk 4 Lot 2 Bishop's Office	\$3,000.00
660	Sunnars, David C & Curt, Beatrice	P O Box 117		Coolin	ID	83821	RP29N04W 05570A	10-59N-4W Tax 38 Old North Inn	\$9,875.00



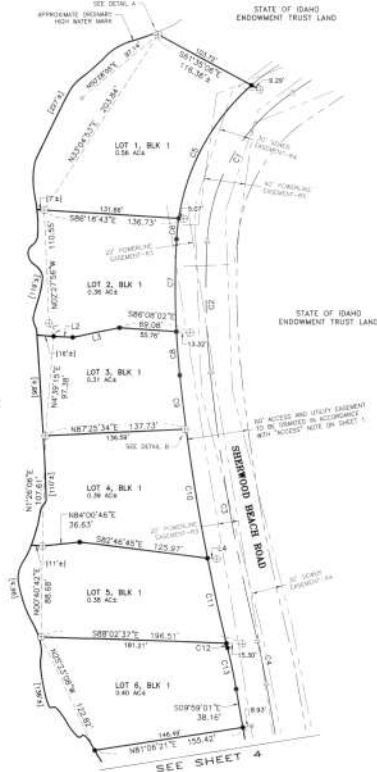
# STATE SUBDIVISION-KOKANEK POINT

A PORTION OF SECTION 3, TOWNSHIP 59 NORTH, RANGE 4 WEST,  
BOISE MERIDIAN, BONNER COUNTY, IDAHO



LINE #	DIRECTION	LENGTH
L1	N19°52'19"W	13.57'
L2	S89°52'44"E	74.80'
L3	N79°42'47"E	46.98'
L4	S85°44'28"E	8.21'

CURVE #	LENGTH	PIVOT	BALTA	CHORD BEARING	CHORD LENGTH
C1	172.85	180.00	5.72° 19' 14"	S24° 44' 14" W	188.39
C2	128.11	800.00	8'10" 30"	S07° 28' 33" E	127.98
C3	285.04	1400.00	8'01" 21"	S14° 04' 34" E	285.82
C4	42.89	600.00	4'08' 14"	S17° 02' 58" E	43.87
C5	151.19	315.00	40' 17" 34"	S88° 11' 04" W	148.09
C6	20.40	215.00	8'28' 08"	S89° 44' 14" W	22.39
C7	90.18	830.00	8'12' 14"	S85° 07' 56" E	90.12
C8	42.70	830.00	3'57' 56"	S84° 20' 20" E	42.70
C9	52.88	1430.00	7'50' 22"	S88° 02' 50" E	52.88
C10	127.58	1430.00	7'47' 17"	S89° 31' 31" E	127.58
C11	84.82	1930.00	2'31' 17"	S12° 41' 07" E	84.82
C12	4.77	1930.00	0'08' 30"	S14° 01' 50" E	4.77
C13	40.82	570.00	4'08' 14"	S12° 02' 58" E	40.82



PLAT BOOK 10 PAGE 177  
INST. NO. 843544

Instrument # 843544  
BONNER COUNTY SADDLEPOINT CROSS  
4.08 ACRES  
Submitted by: STATE OF IDAHO 107910101  
BONNER COUNTY  
By: *[Signature]*  
On: 02/19/2013

- LEGEND AND NOTES**
- FOUND 1 1/2" ALUMINUM CAP W/ CONCRETE (UNLESS OTHERWISE NOTED)
  - SET 5/8" x 30" REBAR WITH YELLOW PLASTIC CAP MARKED LAB ENGINEER, INC. PLS 130414
  - FOUND 5/8" REBAR
  - FOUND 1/2" REBAR
  - FOUND IRON PIPE
  - FOUND SPECIAL WEATHER CORNER-AS NOTED
  - △ CALCULATED POINT, NOTHING FOUND OR SET
  - EXISTING EASEMENT, LOCATIONS ARE SHOWN PER EASEMENT LEGAL DESCRIPTION AND/OR THEIR PHYSICAL APPEARANCES
  - CALCULATED LINE OR MATHEMATICAL BE LINE
  - SECTION LINE OR SUBDIVISION LINE
  - APPROXIMATE LOT PROXIMITY ALONG ORDINARY HIGH WATER MARK
  - DISTANCE FROM THE MATHEMATICAL BE LINE TO THE APPROXIMATE ORDINARY HIGH WATER MARK, THESE ARE ALL EXTENSIONS OF THE LOT LINES AND HAVE THE SAME BEARING, UNLESS OTHERWISE NOTED. (NOTE: ONLY DISTANCES EXCEEDING 3 FEET ARE DIMENSIONED)
  - POINT OF BEGINNING
- NOTE: THE LANDSIDE BOUNDARY OF THE WATERFRONT LOTS IS THE ORDINARY HIGH WATER MARK (HWM) OF PRIEST LAKE, WHICH IS SHOWN APPROXIMATELY HEREON. THE LOT PROXIMITY AND PERMITS ARE CALCULATED AND SHOWN TO THE APPROXIMATE HWM.

- RECORD INFORMATION**
- #1: RECORD OF DEED BY JAMES H. STAPLES, PLS 2628, DATED JUNE 24, 1987, RECORDED NUMBER 18443, RECORDS OF BONNER COUNTY.
  - #2: RECORD OF DEED BY JAMES H. STAPLES, PLS 2628, DATED AUGUST 23, 1990, RECORDED NUMBER 18443, RECORDS OF BONNER COUNTY.
  - #3: AN EASEMENT IN FAVOR OF NORTHERN SWEET ROVAL ELECTRICAL REPAIR/INSTALLATION ASSOCIATION, DATED OCTOBER 11, 1988, RECORDED UNDER CASPER NUMBER 902.
  - #4: AN EASEMENT IN FAVOR OF COALAL RIVER DISTRICT, DATED AUGUST 20, 1974, RECORDED UNDER EASEMENT NUMBER 1000.
  - #5: AN EASEMENT IN FAVOR OF NORTHERN SWEET, INC., DATED DECEMBER 11, 1981, RECORDED UNDER EASEMENT NUMBER 5653.

*[Signature]*  
Digitally signed on 02/19/2013  
13419  
STATE OF IDAHO  
COURT CLERK J. BUSSELL

**STATE SUBDIVISION-KOKANEK POINT**  
A PORTION OF SECTION 3  
TOWNSHIP 59 NORTH, RANGE 4 WEST,  
BOISE MERIDIAN,  
BONNER COUNTY, IDAHO

**JUB** J-U-B ENGINEERS, Inc.  
7025 Meadowbrook Way  
Coeur d'Alene, IDAHO 83815  
Phone: 208.762.8787

DWG. NAME: 30-11-005-Subdivision Plat  
DR. DFG | CR. GRIFFIN | SHEET 3 OF 4  
SCALE: 1"=50' | DATE: February 2013 | PROJ. NO.: 20-11-035

843544

BK 10 Pg 177

2014

# STATE SUBDIVISION-KOKANE POINT

A PORTION OF SECTION 3, TOWNSHIP 59 NORTH, RANGE 4 WEST,  
BOISE MERIDIAN, BONNER COUNTY, IDAHO

PLAT BOOK 10 PAGE 177  
INST. NO. 843544

### CERTIFICATE OF STATE

BE IT KNOWN BY THESE PRESENTS THAT THE STATE OF IDAHO, THE RECORD OWNER OF THE REAL PROPERTY SHOWN HEREON, UNDOUBTEDLY SET FORTH IN SAID DEED HAS CAUSED THE SAME TO BE SURVEYED AND DIVIDED INTO LOTS AND BLOCKS AS PLATED HEREON, TO BE KNOWN AS STATE SUBDIVISION-KOKANE POINT, WITH A PORTION OF SECTION 3, TOWNSHIP 59 NORTH, RANGE 4 WEST, 2ND, BONNER COUNTY, IDAHO, FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT A SPECIAL MEMBER CORNER ON THE SOUTH LINE OF THE NW 1/4 OF SECTION 3, TOWNSHIP 59 NORTH, RANGE 4 WEST AS SHOWN ON RECORD OF SURVEY, RECORDED JUNE 24, 1981 AS INSTRUMENT NO. 10444, RECORDS OF BONNER COUNTY, IDAHO, FROM WHICH THE CENTER (AN CORNER OF SAID SECTION 3, TOWNSHIP 59 NORTH, RANGE 4 WEST, BEARS SOUTH 87°27'21" EAST, 408.07 FEET; THENCE SOUTH 15°28'21" WEST, 474.82 FEET, TO THE POINT OF BEGINNING;

THENCE NORTH 87°37'22" WEST, 15.65 FEET, MORE OR LESS, TO THE ORDINARY HIGH WATER MARK OF PROJECT LAKE;  
THENCE NORTHERLY ALONG SAID ORDINARY HIGH WATER MARK, 1465 FEET, MORE OR LESS, TO THE INTERSECTION OF SAID ORDINARY HIGH WATER MARK AND THE NORTHEASTERLY EXTENDED SOUTH LINE OF LOT 1 AS SHOWN ON SAID RECORD OF SURVEY;

THENCE ALONG THE NORTH LINE OF SAID LOT 1, SOUTH 87°37'21" EAST, 107.07 FEET, MORE OR LESS;  
THENCE 171.52 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 315.20 FEET THROUGH A CENTRAL ANGLE OF 40°14'11"; SAID CURVE BEING A LONG CHORD WHICH BEARS SOUTH 15°28'21" WEST, A CHORD DISTANCE OF 114.84 FEET;

THENCE 132.82 FEET ALONG THE ARC OF A COMPASS CURVE TO THE LEFT, HAVING A RADIUS OF 833.00 FEET THROUGH A CENTRAL ANGLE OF 18°17'21"; SAID CURVE BEING A LONG CHORD WHICH BEARS SOUTH 15°28'21" WEST, A CHORD DISTANCE OF 133.87 FEET;

THENCE 232.24 FEET ALONG THE ARC OF A COMPASS CURVE TO THE LEFT, HAVING A RADIUS OF 930.00 FEET THROUGH A CENTRAL ANGLE OF 18°17'21"; SAID CURVE BEING A LONG CHORD WHICH BEARS SOUTH 15°28'21" WEST, A CHORD DISTANCE OF 232.24 FEET;

THENCE 42.82 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 870.00 FEET, THROUGH A CENTRAL ANGLE OF 4°04'14"; SAID CURVE BEING A LONG CHORD WHICH BEARS SOUTH 12°28'21" EAST, A CHORD DISTANCE OF 42.82 FEET;

THENCE SOUTH 87°37'22" EAST, 34.89 FEET;  
THENCE 38.80 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1010.00 FEET, THROUGH A CENTRAL ANGLE OF 10°23'22"; SAID CURVE BEING A LONG CHORD WHICH BEARS SOUTH 14°28'21" EAST, A CHORD DISTANCE OF 35.80 FEET;

THENCE SOUTH 02°12'22" WEST, 81.00 FEET;  
THENCE 101.58 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1700.00 FEET, THROUGH A CENTRAL ANGLE OF 1°07'19"; SAID CURVE BEING A LONG CHORD WHICH BEARS SOUTH 4°14'11" EAST, A CHORD DISTANCE OF 101.58 FEET;

THENCE SOUTH 80°41'11" WEST, 103.81 FEET, TO THE SOUTH LINE OF LOT 4 AS SHOWN ON RECORD OF SURVEY, RECORDED AUGUST 31, 1960 AS INSTRUMENT NO. 10384, RECORDS OF BONNER COUNTY, IDAHO;

THENCE NORTH 87°37'22" WEST, 134.10 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

CONTAINING 4.45 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 MEMBER OF THE STATE OF IDAHO, AND COUNTERSIGNED BY THE SECRETARY OF THE STATE AND THE SECRETOR, IDAHO DEPARTMENT OF LANDS.

THE STATE BOARD OF LAND COMMISSIONERS  
*[Signature]*  
SECRETARY OF STATE  
*[Signature]*  
SECRETOR OF STATE

### COUNTERSIGNED

*[Signature]*  
NEW HURST  
SECRETARY OF STATE  
*[Signature]*  
DIRECTOR, IDAHO DEPARTMENT OF LANDS

THE STATE OF IDAHO )  
COUNTY OF ADA )

ON THIS DAY, 14th DAY OF April, 2014, BEFORE ME, A NOTARY PUBLIC IN AND FOR THE STATE OF IDAHO, PERSONALLY APPEARED DAVID C. BOISE, KNOWN TO ME TO BE THE COUNTY OF THE STATE OF IDAHO, PRESIDENT OF THE STATE BOARD OF LAND COMMISSIONERS, BOISE MERIDIAN, HAVING TO ME TO BE THE SECRETARY FOR THE STATE OF IDAHO, AND DAVID M. SCHULTZ, JR., KNOWN TO ME TO BE THE DIRECTOR OF DEPARTMENT OF LANDS OF THE STATE OF IDAHO, THAT EXCEPT THE SIGNATURES OF SAID DAVID C. BOISE AND DAVID M. SCHULTZ, JR., AND UNLESS OTHERWISE INDICATED BY THE STATE OF IDAHO AND THE STATE BOARD OF LAND COMMISSIONERS, EXCEPTED THE SAME.

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

*[Signature]*  
NOTARY PUBLIC FOR IDAHO  
RESIDING AT Boise, IDAHO  
MY COMMISSION EXPIRES 12/31/18



**BONNER COUNTY RECORDER**  
I HEREBY CERTIFY THAT THIS PLAT OF STATE SUBDIVISION-KOKANE POINT WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF BONNER COUNTY, IDAHO AT THE REQUEST OF JUB-ENR-ENGINEERS, INC. THIS 30 DAY OF April, 2014, AS PLAT 1043 OF BOOK A. M. AND ONLY RECORDED IN BOOK 10 OF PLATS, AT PAGE 177, AS INSTRUMENT NUMBER 843544.

**SURVEYOR'S CERTIFICATE**  
I, DAVID C. BOISE, PROFESSIONAL LAND SURVEYOR NO. 12419 IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THIS PLAT OF STATE SUBDIVISION-KOKANE POINT IS BASED ON AN ACTUAL FIELD SURVEY MADE BY ME OR UNDER MY SUPERVISION AND ALL CORNERS AND DIMENSIONS ARE CORRECTLY SHOWN AND THAT SAID PLAT IS STOWED ON THE GROUND AS INDICATED HEREON.

*[Signature]*  
Digitally signed on 02/12/2015



<b>STATE SUBDIVISION-KOKANE POINT</b>	
A PORTION OF SECTION 3, TOWNSHIP 59 NORTH, RANGE 4 WEST, BOISE MERIDIAN, BONNER COUNTY, IDAHO	
	<b>J-U-B ENGINEERS, Inc.</b> 785 Woodlawn Way Coeur d'Alene, Idaho 83814 Phone: 208.762.8787
	OWNER NAME: 011100, Kokanee Point Canal DR. DFD    CH. 03/1/2010    SHEETS: 02 of 4
SCALE: NONE	DATE: March 2014    PROJ. NO.: 20-11-020

Instrument # 843544  
BONNER COUNTY, IDAHO  
FILED BY: 02/12/2015, No. of Pages: 4  
RECORDED BY: 02/12/2015, No. of Pages: 4  
RECORDS SECTION    Fee: \$12.00  
Notary Public/Recorder Deputy    *[Signature]*

# STATE SUBDIVISION-KOKANEE POINT

A PORTION OF SECTION 3, TOWNSHIP 59 NORTH, RANGE 4 WEST,  
BOISE MERIDIAN, BONNER COUNTY, IDAHO

PLAT BOOK 10 PAGE 177  
INST. NO. 843544

Instrument # 843544  
BONNER COUNTY, IDAHO  
A PUBLIC RECORD AS REQUIRED BY  
THE STATE OF IDAHO AS OF 05/01/2013  
ELECTRONICALLY SIGNED BY: JUB  
DATE: 02/12/2013

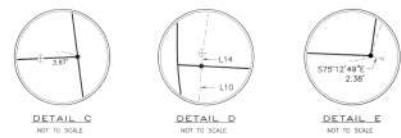
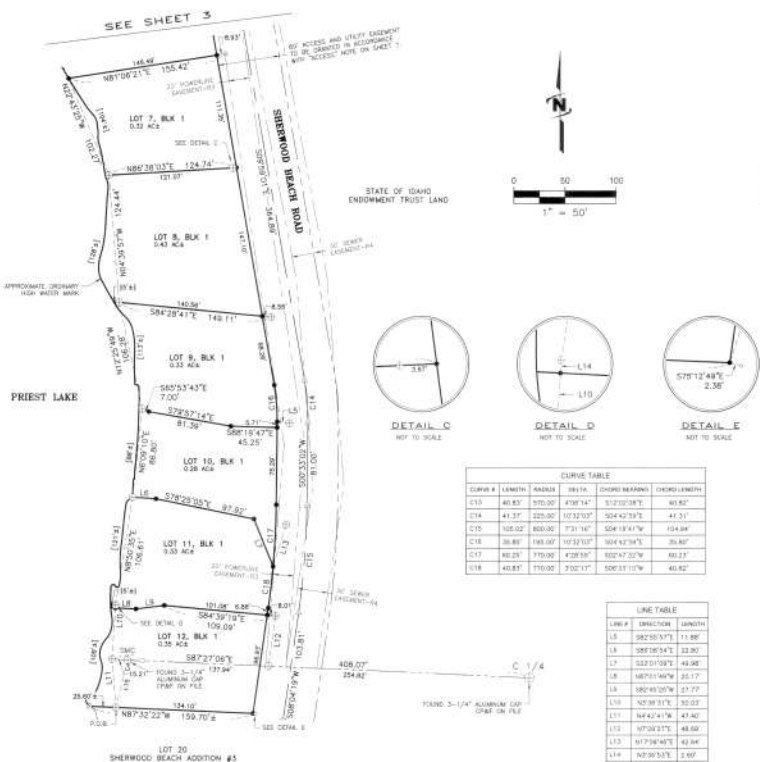
### LEGEND AND NOTES

- FOUND 1/2" ALUMINUM CAP IN CONCRETE- UNLESS OTHERWISE NOTED
- SET 1/4" x 3/8" PEGS WITH YELLOW PLASTIC CAP, BONNER CO. ENGINEERS, INC. FILE 13419
- FOUND 5/8" REBAR
- FOUND 1/2" REBAR
- FOUND IRON PIPE
- FOUND SPECIAL HEMLOCK CORNER-AS NOTED
- CALCULATED POINT, NOTHING FOUND ON SET
- EXISTING EASEMENT LOCATIONS ARE SHOWN FOR EASEMENT LEGAL DESCRIPTION AND/OR THEIR PHYSICAL APPEARANCES
- CALCULATED LINE OR MATHEMATICAL TO LINE
- SECTION LINE OR SUBSECTIONAL LINE
- APPROXIMATE LOT BOUNDARY ALONG EXISTING HIGH WATER MARK
- DISTANCE FROM THE MATHEMATICAL TO LINE TO THE APPROXIMATE BOUNDARY MARK AS SET MARK; THESE ARE AN EXTENSION OF THE LOT LINE AND HAVE THE SAME BEARING, UNLESS OTHERWISE NOTED (NOTE: ONLY DISTANCES EXCEEDING 5 FEET ARE DIMENSIONED)
- POINT OF BEGINNING

NOTE: THE LANDSIDE BOUNDARY OF THE WATERFRONT LOTS IS THE BOUNDARY WITH WATER MARK (SHOWN) OF PRIEST LAKE. DISTANCE IS SHOWN APPROXIMATELY; BEARING, THE LOT ACRES AND FRACASIES ARE CALCULATED AND SHOWN TO THE APPROXIMATE CHAIN.

### RECORD INFORMATION

- 81. RECORD OF BANCROFT BY JAMES A. STANLEY, FILE 2608, DATED JUNE 24, 1887, RECORDING NUMBER 139481, RECORDS OF BONNER COUNTY.
- 82. RECORD OF CORRECTED BY JAMES A. STANLEY, FILE 2608, DATED AUGUST 21, 1888, RECORDING NUMBER 139482, RECORDS OF BONNER COUNTY.
- 83. AN AGREEMENT IN FAVOR OF NORTHERN IDAHO RURAL ELECTRICAL RECONSTRUCTION ASSOCIATION, DATED OCTOBER 11, 1944, RECORDED UNDER EASEMENT NUMBER 802.
- 84. AN AGREEMENT IN FAVOR OF SQUAN RIVER DISTRICT, DATED AUGUST 26, 1974, RECORDED UNDER EASEMENT NUMBER 4254.
- 85. AN AGREEMENT IN FAVOR OF NORTHERN LIGHTS INC., DATED DECEMBER 11, 1991, RECORDED UNDER EASEMENT NUMBER 5852.



CURVE #	LENGTH	ARCLEN	DELTA	CHORD BEARING	CHORD LENGTH
C10	40.83'	570.00'	479.74'	S12°02'38"E	40.82'
C18	41.37'	225.00'	107.210'	S04°47'37"E	41.37'
C15	105.02'	860.00'	773.140'	S04°18'41"W	104.84'
C16	26.88'	198.00'	107.932'	S04°42'38"E	26.82'
C17	80.28'	770.00'	478.930'	S02°47'52"W	80.27'
C18	40.83'	770.00'	702.117'	S06°33'10"W	40.82'

LINE #	DESCRIPTION	LENGTH
L5	S82°50'57"E	11.88'
L6	S85°16'54"E	22.20'
L7	S22°51'59"E	45.90'
L8	S07°19'49"W	281.77'
L9	S82°40'25"W	21.77'
L10	N2°58'31"E	30.02'
L11	N44°41'1"W	47.40'
L12	N7°02'21"E	48.60'
L13	N77°16'40"E	42.84'
L14	N2°29'32"E	21.60'
L15	S12°38'01"W	47.92'

*Samuel Russell*  
 Digitally signed on 02/12/2013  
 BONNER COUNTY, IDAHO  
 13419  
 OFFICE OF THE CLERK

**STATE SUBDIVISION-KOKANEE POINT**  
 A PORTION OF SECTION 3,  
 TOWNSHIP 59 NORTH, RANGE 4 WEST,  
 BOISE MERIDIAN,  
 BONNER COUNTY, IDAHO

**JUB** **J-U-B ENGINEERS, Inc.**  
 7625 Montevista Way  
 Coeur d'Alene, Idaho 83815  
 Phone: 208.762.8787

DWG. NAME: 00-11-000-Subdivision-Plan  
 DES. DATE: CR. DATE: DRG. DATE: SHEET # OF #  
 SCALE: 1"=50' DATE: February 2013 PROJ. NO.: 20-11-035

**Instrument # 843545**

**BONNER COUNTY, SANDPOINT, IDAHO**

**4-30-2013 11:18:57 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 – KOKANEE POINT**

**BONNER COUNTY, IDAHO**

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

**STATE SUBDIVISION – KOKANEE POINT**

**BONNER COUNTY, IDAHO**

**THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS,** is made on this 2<sup>ND</sup> day of April, 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 twelve (12) residential lots located in the Sherwood Beach Area of Priest Lake, Bonner County, Idaho, known as "STATE SUBDIVISION – KOKANEE POINT." The land encumbered by this Declaration is more particularly described as follows:

All land located within the Plat of "STATE SUBDIVISION – KOKANEE POINT," according to the Plat filed 30<sup>TH</sup> day of April, 2013, in Book "10" of Plats, Pages 177, as Instrument No. 843544, 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 Kokanee 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 Kokanee 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 – KOKANEE 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 Kokanee 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

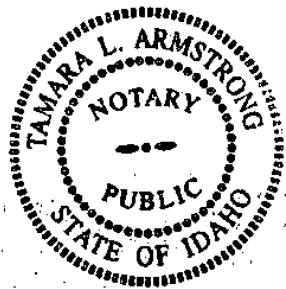
  
\_\_\_\_\_  
Director, Idaho Department of Lands

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

On this 2ND day of APRIL, 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



Instrument # 843546  
BONNER COUNTY, SANDPOINT, IDAHO  
4-30-2013 11:25:42 No. of Pages: 7  
Recorded for : STATE OF IDAHO  
MARIE SCOTT Fee: 0.00  
Ex-Officio Recorder Deputy *CB*  
Index to: MISC

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

**THIS ADDENDUM TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS** ("Addendum"), is made on this 2 day of April, 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 – KOKANEE POINT on 30 day of April, 2013 as Instrument No. 843545, 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.

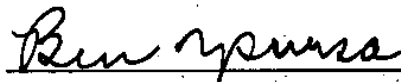
IN WITNESS WHEREOF, the State Board of Land Commissioners has caused these presents to be executed by its President, the Governor of the State of Idaho, and countersigned by the Secretary of State and the Director, Idaho Department of Lands.

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

\*\*\*\*\*

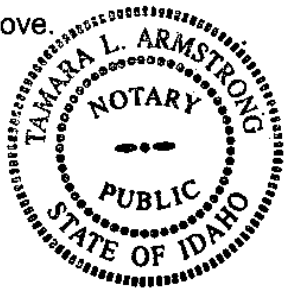
THE STATE OF IDAHO )

) ss.

COUNTY OF ADA )

On this 2ND day of APRIL, 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 17<sup>th</sup> 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.



State of Idaho  
Corrected Easement  
Easement No. ES4294

**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.

State of Idaho  
Corrected Easement  
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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

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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

State of Idaho  
Corrected Easement  
Easement No. ES4294

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.

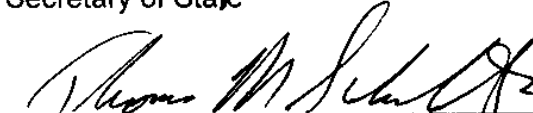
STATE BOARD OF LAND COMMISSIONERS

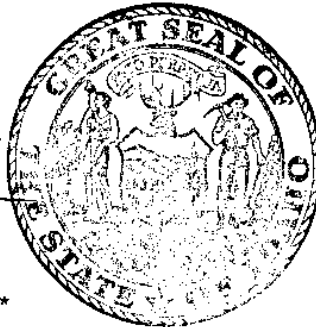


Governor of the State of Idaho and President  
of the State Board of Land Commissioners

Countersigned:

  
Secretary of State

  
Director, Idaho Department of Lands

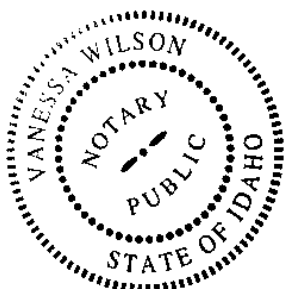



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STATE OF IDAHO )  
                          ) ss.  
COUNTY OF ADA )

On this 17<sup>th</sup> 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

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

  
Grantee Signature

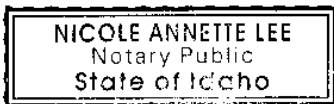
CHRIS WARDEN CHAIRMAN  
Name, Title

\*\*\*\*\*

STATE OF IDAHO )  
 ) ss.  
COUNTY OF Bonner )

On this 7<sup>th</sup> day of January, 2014, before me, a Notary Public in and for said county and state, personally appeared Chris Warden, 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

State of Idaho  
Corrected Easement  
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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:

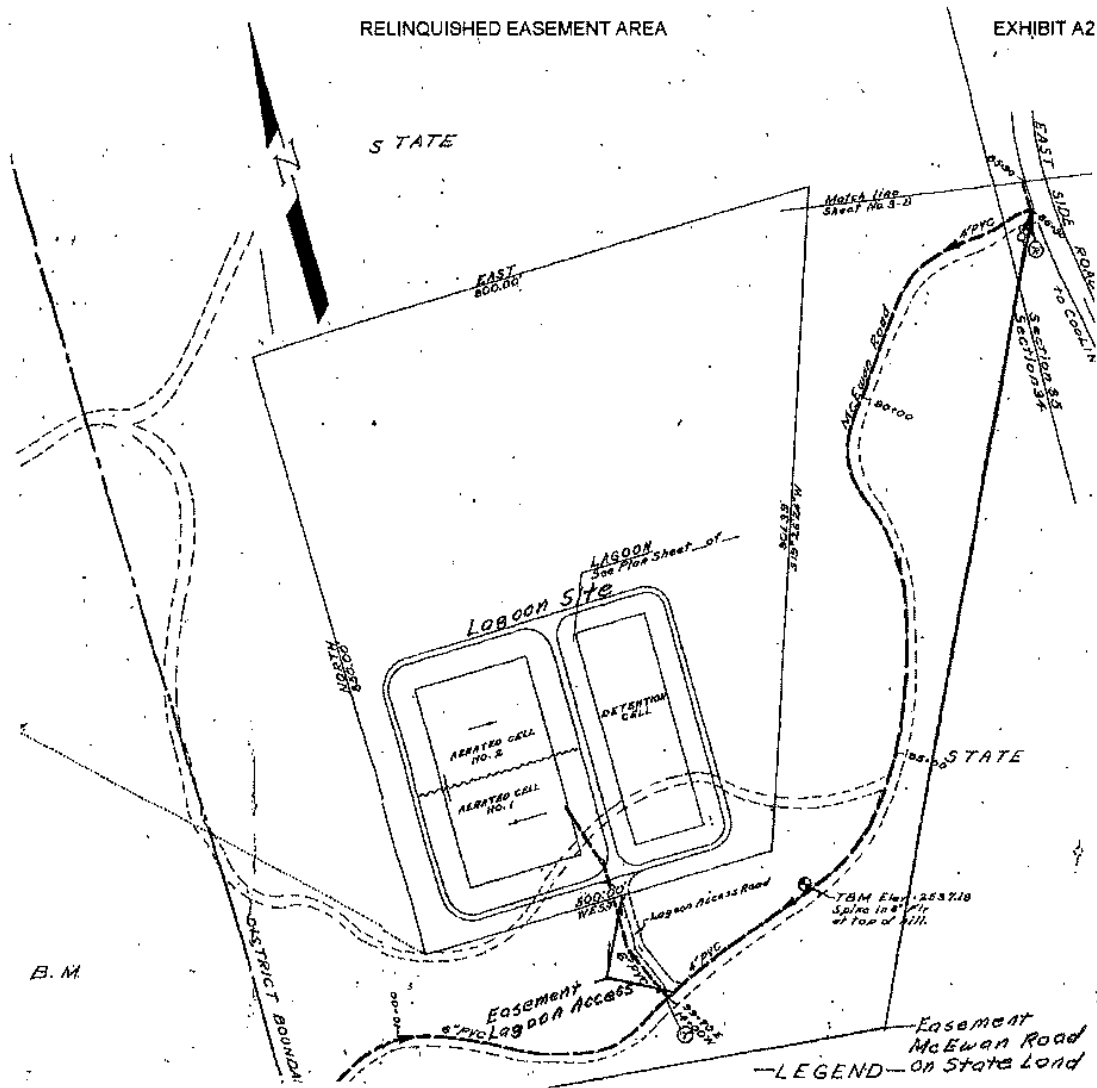
Commencing at the SW corner of the lagoon property said point being S 45° 02' 03" E, 3,620.83' from the Meander Corner on the north line of Sec. 34 T60N R4W B.M.; thence east along the south line of said lagoon property 290.00' to the True Point of Beginning; thence south 70.00' thence S 25° 00' E 80' 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  
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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  
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Easement No. ES4294

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, COCLIN, 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;

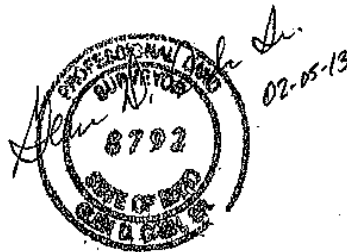
THENCE NORTH 70°33'25" WEST 85.34 FEET;

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

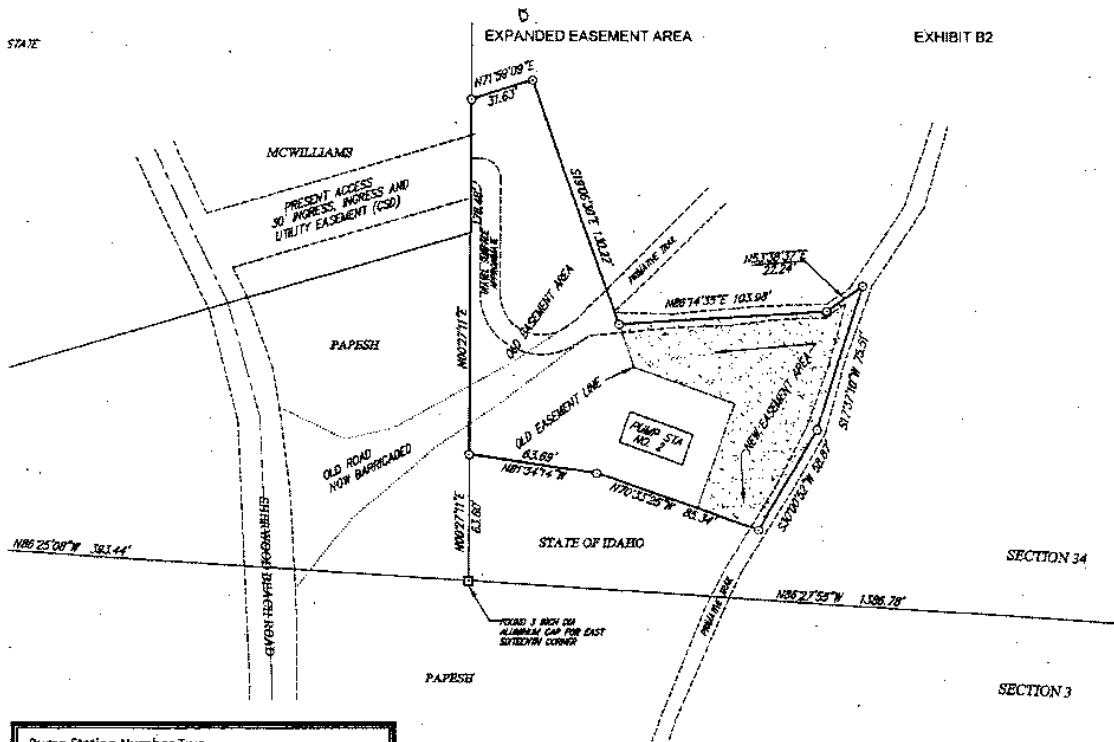
CONTAINING 20,995 SQUARE FEET OR 0.48 ACRES, MORE OR LESS.

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

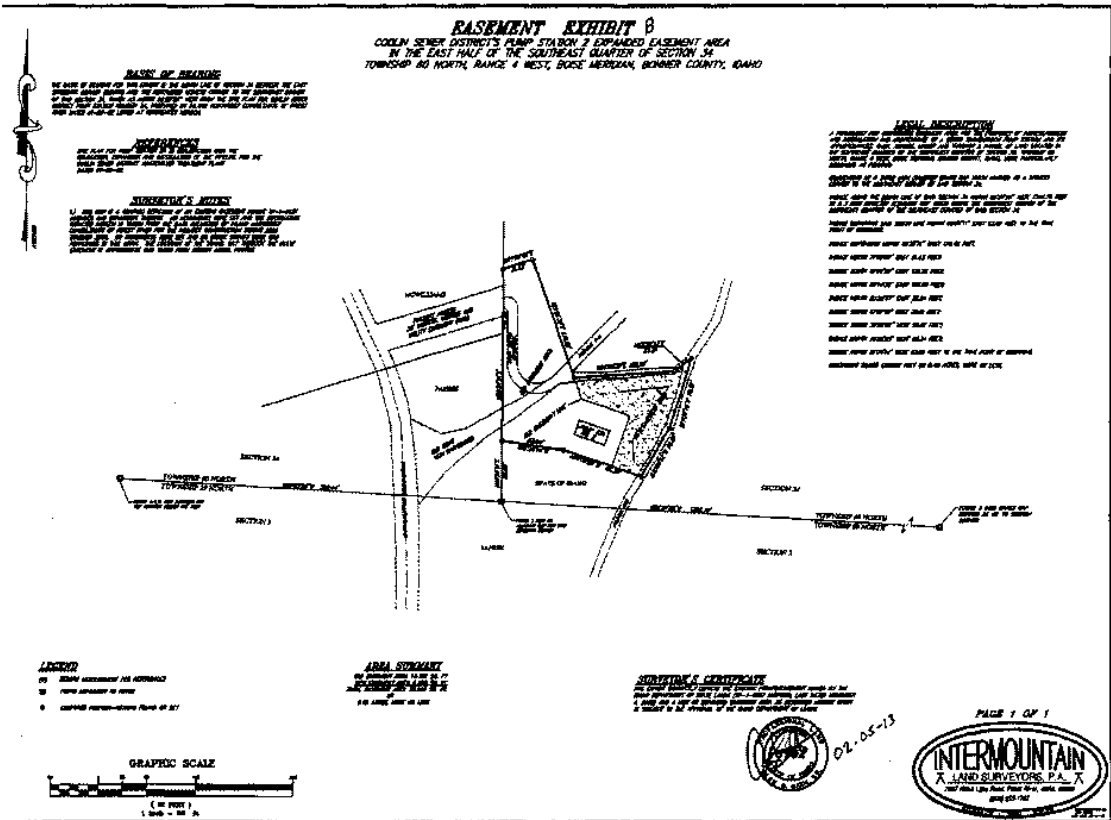


Pump Station Number Two  
 This area (0.48 acres) to be added to  
 Easement No. 4294 with 2013 easement amendment

State of Idaho  
 Corrected Easement  
 Easement No. ES4294

EXPANDED EASEMENT AREA

EXHIBIT B3



State of Idaho  
Corrected Easement  
Easement No. ES4294

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, T60N, 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, T60N 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, 300.00 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 T60N R4W B.M.

Parcel 2. Through State Lease Lots 26 to 64

A strip of Land 30 feet in width located in Sec. 22, T60N R4W B.M. and symmetrical to the following described centerline.

Commencing at a point on the south line of Sec. 22, T60N, 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 243.31 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.

State of Idaho  
Corrected Easement  
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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 T60N 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 T60N 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 T60N 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  $\frac{1}{16}$  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 T60N R4W B.M. and asymmetrical 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 1,509.04 feet from the Meander Corner on the west line Sec. 26 T60N R4W B.M.; thence S 17° 07' 02" E 258.79 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.

State of Idaho  
Corrected Easement  
Easement No. ES4294

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 T60N 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 T60N 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 T60N 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 T60N 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~~ <sup>N 110° 27' 18" E</sup> 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.

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.

State of Idaho  
Corrected Easement  
Easement No. ES4294

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.



State of Idaho  
Corrected Easement  
Easement No. ES4294

EXISTING EASEMENT AREA

EXHIBIT B8

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 disturbances.
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.

EASEMENT

No. 952

Instrument # 861614

BONNER COUNTY, SANDPOINT, IDAHO

7-11-2014 09:46:44 No. of Pages: 2

Recorded for: FATCO

R. ANN DUTSON-SATER

Ex-Officio Recorder Deputy

Index to MISC

Fee: 0.00

THIS INDENTURE, Made this 11th day of October, 1949, by and between the State of Idaho, acting by and through the State Board of Land Commissioners, as parties of the first part, and Northern Idaho Rural Electrical Rehabilitation Ass'n., as party of the second part;

WITNESSETH: That for and in consideration of the sum of Five and 17/100 (\$5.17) Dollars, lawful money of the United States, receipt whereof is hereby acknowledged, the party of the first part does hereby convey and grant a right of way for power line construction, being the following described land situated in Bonner county, State of Idaho, to-wit:

A strip of land 20 feet wide, being 10 feet on each side of the following described center line:

Commencing at point No. 7A which is S 87°58' E. 179.1 feet from the southwest corner of Lot 3, Section 3, Twp. 59 N., Rge. 4 W. B.W., running thence N 10°52' E. 224 feet; thence N 90°8' W. 902 feet, including the right of ingress and egress to said strip and the right to string weatherproof service wires to consumers situated in said lot three, containing .517 acres, more or less.

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 State Land Commissioner.

STATE BOARD OF LAND COMMISSIONERS  
as party of the first part

C. A. Robins  
Governor of the State of Idaho

Countersigned:

J. D. Price  
Secretary of State

Edward Woolley  
State Land Commissioner

State of Idaho

County of Ada

ss.

On this 11th day of October, 1949, before me, a Notary Public in and for said State, personally appeared C. A. Robins, known to me to be the Governor of the State of Idaho and President of the State Board of Land Commissioners, J. D. "Cy" Price, known to me to be the Secretary of the State of Idaho, and Edward Woolley, 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 Board of Land Commissioners executed the same.

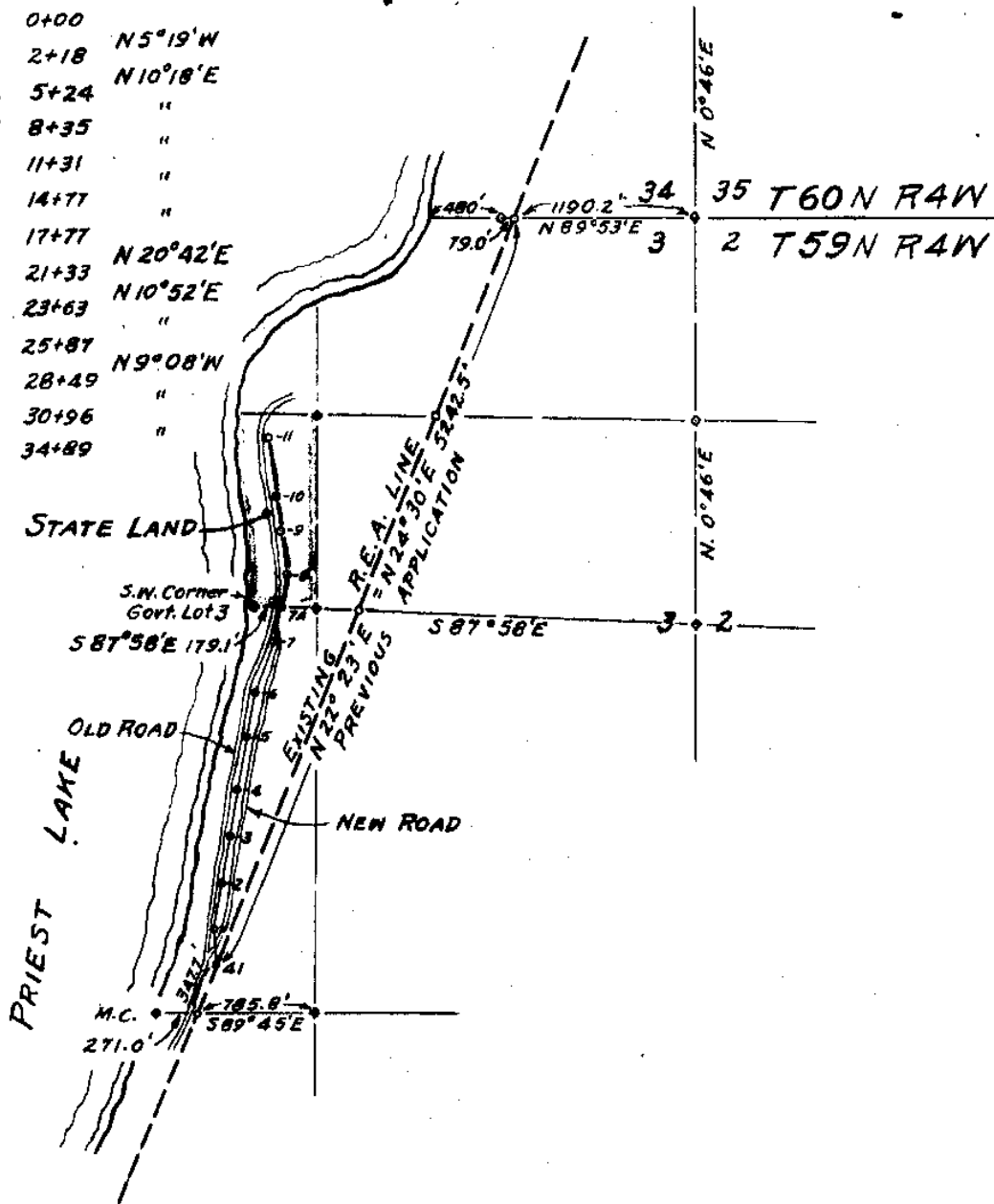
IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year last above written.

Michael B. Hall  
Notary Public residing at Boise, Idaho

My commission expires  
November 5, 1951

**TABLE OF STATION  
& BEARINGS**

POLE*	STA.	BRG.
41-	0+00	
" -1	2+18	N 5° 19' W
" -2	5+24	N 10° 18' E
" -3	8+35	"
" -4	11+31	"
" -5	14+77	"
" -6	17+77	N 20° 42' E
" -7	21+33	N 10° 52' E
7A	23+63	"
41-8	25+87	N 9° 08' W
" -9	28+49	"
" -10	30+96	"
" -11	34+89	"



**NORTHERN IDAHO RURAL ELECTRIC  
REHABILITATION ASSOCIATION INC.**  
MAP OF  
**PROPOSED POWER LINE EXTENSION  
PROJECT IDAHO 4W BONNER**

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 *AV*  
Index to: MSC

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 (¼) 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°

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



Amended  
State of Idaho  
Easement No. 4744  
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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

Amended  
State of Idaho  
Easement No. 4744  
Page 7 of 13

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

Amended  
State of Idaho  
Easement No. 4744  
Page 8 of 13

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.

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State of Idaho  
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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

Amended  
State of Idaho  
Easement No. 4744  
Page 10 of 13

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.

Amended  
State of Idaho  
Easement No. 4744  
Page 11 of 13

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.

Amended  
State of Idaho  
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 Barrer  
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



STATE OF IDAHO  
EASEMENT NO. 5605

Instrument # 861626  
BONNER COUNTY, SANDPOINT, IDAHO  
7-11-2014 10:01:31 No. of Pages: 6  
Recorded for : FATCO  
R. ANN DUTSON-SATER Fee: 0.00  
Ex-Officio Recorder Deputy  
Index to: MISC

THIS INDENTURE, made this 11th day of December, 1991, by and between the STATE OF IDAHO, Department of Lands, 1215 W. State Street, Boise, ID 83720-7000, acting by and through the State Board of Land Commissioners, as party of the first part (Grantor), and **NORTHERN LIGHTS, INC.**, P.O. Box 310, Sandpoint, Idaho 83864-0310, 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, the Grantor does hereby grant to the Grantee an easement for the purpose of constructing, using, and maintaining an overhead powerline over and across the following described lands situated in **BONNER COUNTY**, 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 centerline:

Commencing at the northeast corner of Government Lot 3 of Section 3, Township 59 North, Range 4 West, B.M., thence North 87°45'24" West, 1,592.80 feet along the north boundary of said Government Lot 3 to a meander corner on the shore of Priest Lake; thence South 87°45'24" East, 5.00 feet to the northwest corner of State Lease Lot M, said point being the REAL POINT OF BEGINNING; thence South 14°00'00" East, 26.15 feet; thence East, 146.59 feet; thence South 39°00'00" East, 33.16 feet to a proposed pole location PC42-13, said point designated Point A on the plat attached hereto and made a part hereof; thence North 42°00'00" East, 70.00 feet to a point on the north boundary line of said Government Lot 3; thence returning to the point designated as Point A above; thence South 68°00'00" West, 214.00 feet; thence South 8°00'00" West, 134.00 feet; thence South 88°00'00" West, 32.00 feet to a point on the east boundary of State Lease Lot K, said point being the terminus of said easement, the above described area containing 0.60 of an acre, more or less.

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. 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.

3. 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.

4. Prior to performing construction, reconstruction, or maintenance to a degree that will cause soil disturbance, the cutting of trees, and/or the destruction 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.

5. 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.

6. It is understood and agreed that the legal description described in this easement is that provided by the Grantee who assumes full responsibility for the powerline being located within the described legal description. The Grantor assumes no responsibility involved with an inaccurate legal description.

7. 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.

State of Idaho  
Easement No. 5605  
Page 3 of 5

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 (IDAPA 20.18) dated 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.

12. 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 revert to the Grantor.

13. If the tracks or works upon such lands for which such easement has been granted are not completed within five (5) years after the date of issuance of this easement, the Grantor shall have the right to declare such easement forfeited.


Also subject to State of Idaho Easement No. 952 issued to Northern Idaho Rural Electric Rehabilitation Association on October 11, 1949 for the purpose of a powerline.

Also subject to State of Idaho Easement 4294 issued to Coolin Sewer District on August 29, 1974 for the purpose of a sanitary sewer system.

State of Idaho  
Easement No. 5605  
Page 4 of 5

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




\* \* \* \* \*

State of Idaho  
Easement No. 5605  
Page 5 of 5

STATE OF IDAHO            )  
                                  )    ss.  
COUNTY OF ADA            )

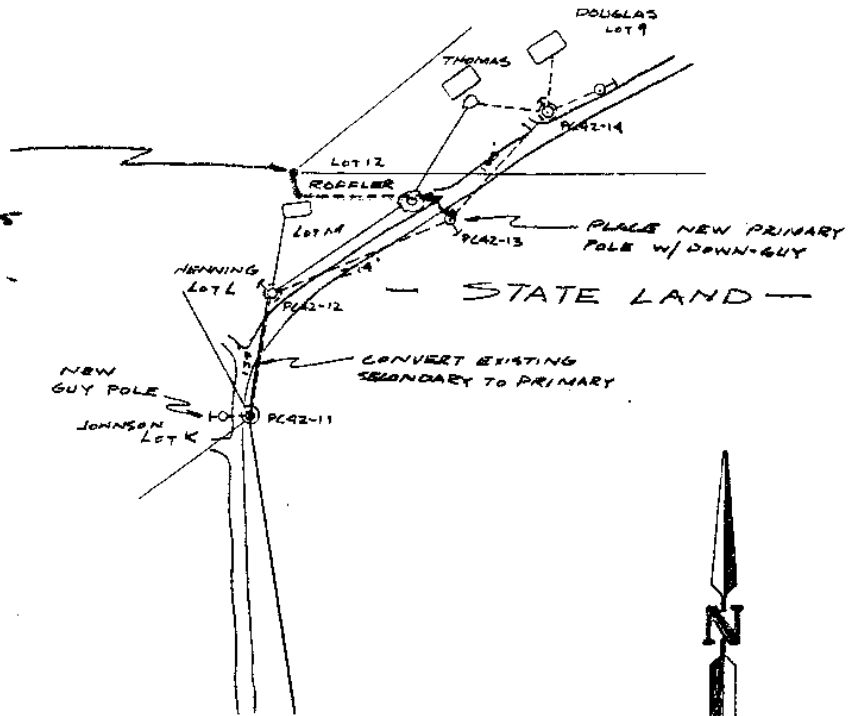
On this 11th day of December, 1991,  
before me, a Notary Public in and for said State, personally  
appeared **CECIL D. ANDRUS**, known to me to be the Governor of the  
State of Idaho and President of the State Board of Land  
Commissioners; **PETE T. CENARRUSA**, known to me to be the Secretary  
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

MONUMENT:  
 T59N, R4W  
 S42  
 N  $\frac{S}{3}$  N  
 RLS 3428-1985



SCALE: 1" = 200'

## Northern Lights, Inc.

PROPOSED CONVERSION &  
 INSTALLATION OF PRIMARY  
 VOLTAGE OVERHEAD POWER  
 LINE THROUGH STATE  
 LAND IN SEC. 3, T59N, R4W,  
 B.M.

W.O. 91-74-68 Doc 11-8-91 Danks RWM

When recorded return ORIGINAL to:  
Idaho Department of Lands  
Attn: Real Estate Services Bureau  
P.O. Box 83720  
Boise, Idaho 83720-0050

**Instrument # 865288**

BONNER COUNTY, SANDPOINT, IDAHO  
10-10-2014 10:57:31 AM No. of Pages: 9  
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 ACCESS EASEMENT**

**STATE SUBDIVISIONS – KOKANEE POINT AND KOKANEE POINT FIRST  
ADDITION**

**NO. ES100016**

ELECTRONICALLY RECORDED - DO NOT  
REMOVE THE COUNTY STAMPED FIRST  
PAGE AS IT IS NOW INCORPORATED AS  
PART OF THE ORIGINAL DOCUMENT.

THIS DECLARATION is made this 9<sup>th</sup> 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 SUBDIVISIONS – KOKANEE POINT AND KOKANEE POINT FIRST ADDITION and the State does hereby grant in favor of the said subdivision and all Lots therein an easement for ingress and egress to and from said subdivision to and from East Shore Road, over Bayview Drive and Sherwood Beach Road; and to set forth the maintenance responsibilities of Owners of Lots within said subdivision for the Sherwood Beach Road segment on Endowment Land, specifically granting herein the right of access for ingress and egress over and across all State lands described in that certain "Amended State of Idaho Easement No. 4744", recorded in the records of Bonner County as Instrument No. 861624.

NOW, THEREFORE, the State hereby declares that all Lots within STATE SUBDIVISIONS – KOKANEE POINT AND KOKANEE POINT FIRST ADDITION 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 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. "Sherwood Beach Road" or "Easement Area" or "road" shall mean the sixty foot (60') wide road easement benefitting Lots within STATE SUBDIVISIONS – STATE SUBDIVISIONS – KOKANEE POINT AND KOKANEE POINT FIRST ADDITION 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 – KOKANEE POINT" shall mean State Subdivision – KOKANEE POINT, according to the official plat thereof, filed in Book 10 of Plats, at Page(s) 177, Official Records of Bonner County, Idaho.

6. "State Subdivision – KOKANEE POINT FIRST ADDITION" shall mean State Subdivision – KOKANEE POINT FIRST ADDITION, according to the official plat thereof, filed in Book 11 of Plats, at Page(s) 26, Official Records of Bonner County, Idaho.

7. "Lots" shall include all lots located within the official plat of STATE SUBDIVISIONS – KOKANEE POINT AND KOKANEE POINT FIRST ADDITION, collectively.

8. "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.

9. "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 SUBDIVISIONS – KOKANEE POINT AND KOKANEE POINT FIRST ADDITION 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:**

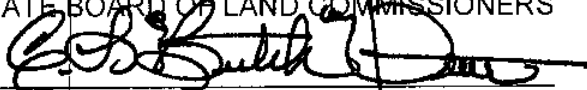
1. This easement is issued by the authority of the Idaho Const. Article IX, §§ 7 and 8, and Idaho Code Title 58 Chapter 6.

**P. Acceptance:**

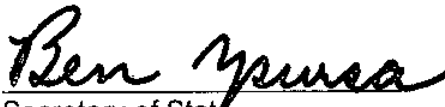
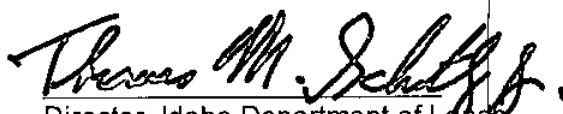
1. Each of the Owners of any of the Lots by acceptance of a deed or lease therefor, whether or not it shall be so expressed in such deed or lease, is deemed to covenant and agree to the terms of this Declaration.

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

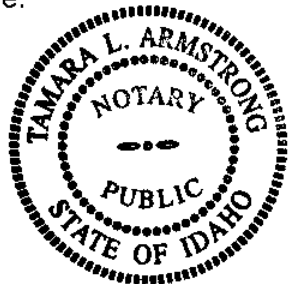



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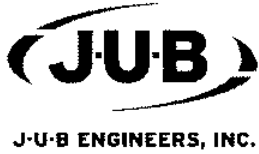
STATE OF IDAHO )  
                          ) ss.  
COUNTY OF ADA )

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 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 COMPANIES



THE LANGDON GROUP



GATEWAY MAPPING INC.

EXHIBIT 1  
LEGAL DESCRIPTION  
of  
ACCESS AND UTILITY EASEMENT  
for  
STATE SUBDIVISION-KOKANEE POINT  
IDAHO DEPT. OF LANDS

A strip of land 60 feet in width, being situated in Section 3, Township 59 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 Meander Corner on the north line of the SW 1/4 of said Section 3, 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 Center 1/4 of said Section 3 as shown on said Record of Survey bears South 87°27'06" East, 408.07 feet); thence South 70°37'17" East, 161.96 feet, more or less, to the POINT OF BEGINNING.

thence along said centerline the following nine (10) courses:

1. North 8°04'19" East, 47.11 feet to a point on said north line of the SW 1/4 of Section 3
2. thence leaving said north line and continuing North 8°04'19" East, 53.87 feet;
3. 105.02 feet along the arc of a curve to the left, having a radius of 800.00 feet, through a central angle of 7°31'16", said curve having a long chord which bears North 4°18'41" East a chord distance of 104.94 feet;
4. North 0°33'02" East, 81.00 feet;
5. 41.37 feet along the arc of a curve to the left, having a radius of 225.00 feet, through a central angle of 10°32'03", said curve having a long chord which bears North 4°42'59" West a chord distance of 41.31 feet;
6. North 9°59'01" West, 364.89 feet;
7. 42.98 feet along the arc of a curve to the left, having a radius of 600.00 feet, through a central angle of 4°06'14", said curve having a long chord which bears North 12°02'08" West a chord distance of 42.97 feet;
8. 266.04 feet along the arc of a reverse curve to the right, having a radius of 1,900.00 feet, through a central angle of 8°01'21", said curve having a long chord which bears North 10°04'34" West a chord distance of 265.82 feet;
9. 128.11 feet along the arc of a compound curve to the right, having a radius of 800.00 feet, through a central angle of 9°10'32", said curve having a long chord which bears North 1°28'37" West a chord distance of 127.98 feet;
10. 147.64 feet along the arc of a compound curve to the right, having a radius of 185.00, through a central angle of 45°43'33", said curve having a long chord which bears North 25°58'25" East a chord distance of 143.76 feet, more or less, to the POINT OF TERMINUS, lengthening and shortening the sidelines of said strip to terminate on a line perpendicular to the POINT OF BEGINNING and a line perpendicular to the POINT OF TERMINUS.

SUBJECT TO: Existing rights-of-way and easements of record on above described parcel.

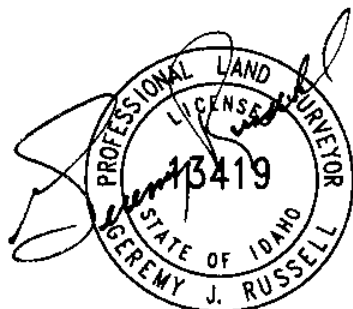
Digitally signed on:  
August 15, 2013



APPROXIMATE  
ORDINARY HIGH  
WATER MARK

PRIEST LAKE

SHERWOOD BEACH ROAD



Digitally signed on:  
August 15, 2013

NW 1/4 OF S3

C1/4

SW 1/4 OF S3

SMC



1" = 200'  
SCALE IN FEET

STATE OF IDAHO  
TRUST LAND

**LEGEND**



ACCESS AND UTILITY EASEMENT

**EXHIBIT 1  
ACCESS AND UTILITY EASEMENT**

STATE SUBDIVISION-KOKANEE POINT  
NW 1/4 SEC. 3, T59 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

**Instrument # 865296**

BONNER COUNTY, SANDPOINT, IDAHO  
10-10-2014 10:57:42 AM No. of Pages: 14  
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**

ELECTRONICALLY RECORDED - DO NOT  
REMOVE THE COUNTY STAMPED FIRST  
PAGE AS IT IS NOW INCORPORATED AS  
PART OF THE ORIGINAL DOCUMENT

**STATE SUBDIVISION – KOKANEE POINT  
AND  
STATE SUBDIVISION – KOKANEE POINT FIRST ADDITION**

**NO. ES100081**

THIS DECLARATION ("Declaration"), is made this 9<sup>th</sup> 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 – KOKANEE POINT, according to the official plat thereof, filed in Book 10 of Plats, at Page 177, Instrument No. 843544, and STATE SUBDIVISION – KOKANEE POINT FIRST ADDITION, according to the official plat thereof, filed in Book 11 of Plats, at Page 25, Instrument No. 863243, 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 – KOKANEE POINT, according to the official plat thereof, filed in Book 10 of Plats, at Page 177, Instrument No. 843544, and Block 1, STATE SUBDIVISION – KOKANEE POINT FIRST ADDITION, according to the official plat thereof, filed in Book 11 of Plats, at Page 25, Instrument No. 863243, 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 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 benefiting 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 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:**

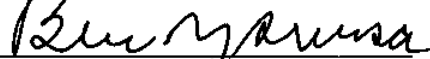

1. Each Owner of any Lot by acceptance of a deed or lease therefor, whether or not it shall be so expressed in such deed or lease, shall be deemed to covenant and agree to the terms of this Declaration.

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:

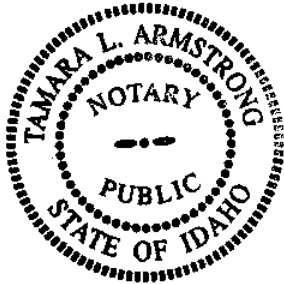
  
Secretary of the State  
  
Director, Idaho Department of Lands




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"**

**KOKANEE POINT AND KOKANEE POINT FIRST ADDITION SUBDIVISIONS**

Lot 4, as the Dominant Lot, shall have the right of access and utilities over, across and under the Driveway on Lot 5, as the Servient Lot to Sherwood Beach Loop as described on the attached Exhibit 1.

Lot 9, 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 Sherwood Beach Loop 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 Lots 11 and 12, as the Servient Lots to Sherwood Beach Loop 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 12, as the Servient Lot to Sherwood Beach Loop as described on the attached Exhibit 4.



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 4, BLOCK 1 of STATE SUBDIVISION-KOKANEE POINT

IDAHO DEPT. OF LANDS

A strip of land 30 feet in width, across Lot 5, Block 1 of STATE SUBDIVISION-KOKANEE POINT, according to the plat thereof, recorded as Instrument No. 843544, dated April 30, 2013, records of Bonner County, Idaho being situated in the NW 1/4 of Section 3, Township 59 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 5; thence along the east line of said Lot 5, 35.48 feet along the arc of a non-tangent curve to the right, having a radius of 1,930.00 feet, through a central angle of  $1^{\circ}03'12''$ , said curve having a long chord which bears North  $13^{\circ}25'09''$  West a chord distance of 35.48 feet, more or less, to the POINT OF BEGINNING.

thence leaving the east line of said Lot 5 and along said centerline the following three (3) courses:

1. North  $38^{\circ}25'36''$  West, 31.39 feet;
2. 14.20 feet along the arc of a curve to the left, having a radius of 65.00 feet, through a central angle of  $12^{\circ}30'53''$ , said curve having a long chord which bears North  $44^{\circ}41'02''$  West a chord distance of 14.17 feet;
3. North  $50^{\circ}56'29''$  West, 30.26 feet, more or less, to the north line of said Lot 5 and the POINT OF TERMINUS, lengthening and shortening the sidelines of said strip to terminate on the east and north lines of said Lot 5.

SUBJECT TO: Existing rights-of-way and easements of record on above described parcel.

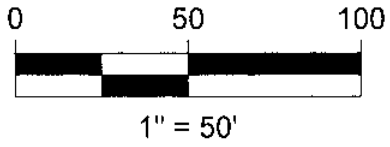
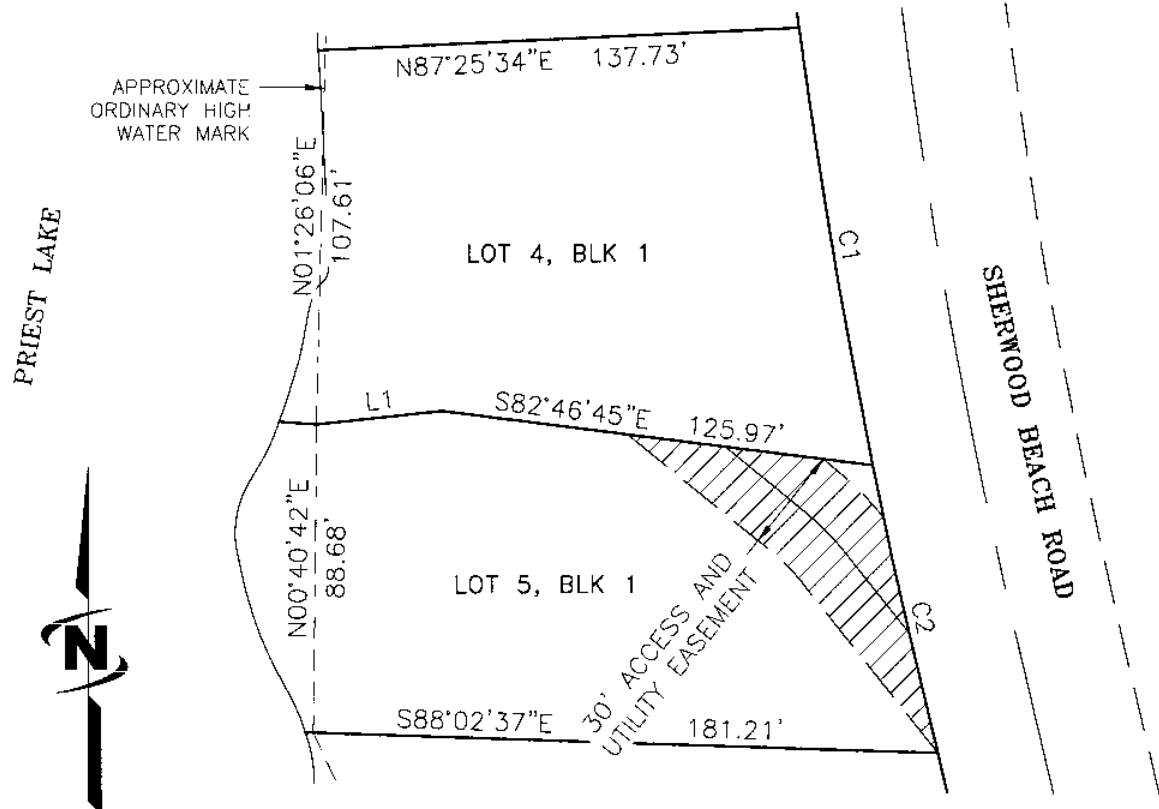
Digitally signed on:  
August 15, 2013



F:\Projects\JUB\20-11-035 IDL\_LED Lot Solutions\_Priest Lake\Coolin(6)\CAD\SURVEY\LEGALS\Legals and Exhibits\Kokanee Point Exhibits\KP\_L4\_B1.dwg, L4 B1, 8/14/2013 5:06:40 PM

5001 (JUB-V-P) 10/02

**LEGEND**  
ACCESS AND UTILITY EASEMENT

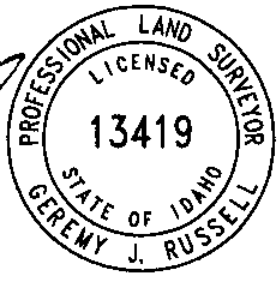


LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N84°00'46\"E	36.63'

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	127.56'	1930.00'	3°47'13\"	S09°31'52\"E	127.54'
C2	84.93'	1930.00'	2°31'17\"	S12°41'07\"E	84.92'

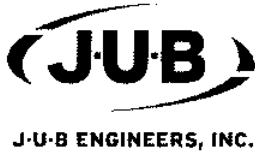
*Jeremy Russell*

Digitally signed on:  
August 15, 2013



**EXHIBIT 1**  
**ACCESS AND UTILITY EASEMENT**  
LOT 4, BLOCK 1, STATE SUBDIVISION-KOKANEE POINT  
NW 1/4 SEC. 3, T59 N, R4 W, B.M.

CAD FILE: KP\_L4\_B1



J-U-B COMPANIES



THE LANGDON GROUP



GATEWAY MAPPING INC.

EXHIBIT 2  
LEGAL DESCRIPTION  
of  
ACCESS AND UTILITY EASEMENT  
for  
LOT 9, BLOCK 1 of STATE SUBDIVISION-KOKANEE POINT

IDAHO DEPT. OF LANDS

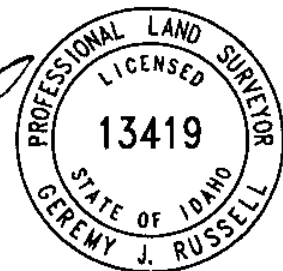
A strip of land 30 feet in width, across Lot 10, Block 1 of STATE SUBDIVISION-KOKANEE POINT, according to the plat thereof, recorded as Instrument No. 843544, dated April 30, 2013, records of Bonner County, Idaho being situated in the NW 1/4 of Section 3, Township 59 North, Range 4 West, B.M., Bonner County, Idaho, lying 15 feet on each side of the following described centerline:

COMMENCING at the southeast corner of said Lot 10; thence along the east line of said Lot 10, 50.00 feet along the arc of a non-tangent curve to the left, having a radius of 770.00 feet, through a central angle of 3° 43' 15", said curve having a long chord which bears North 3° 10' 24" East a chord distance of 49.99 feet, more or less, to the POINT OF BEGINNING.

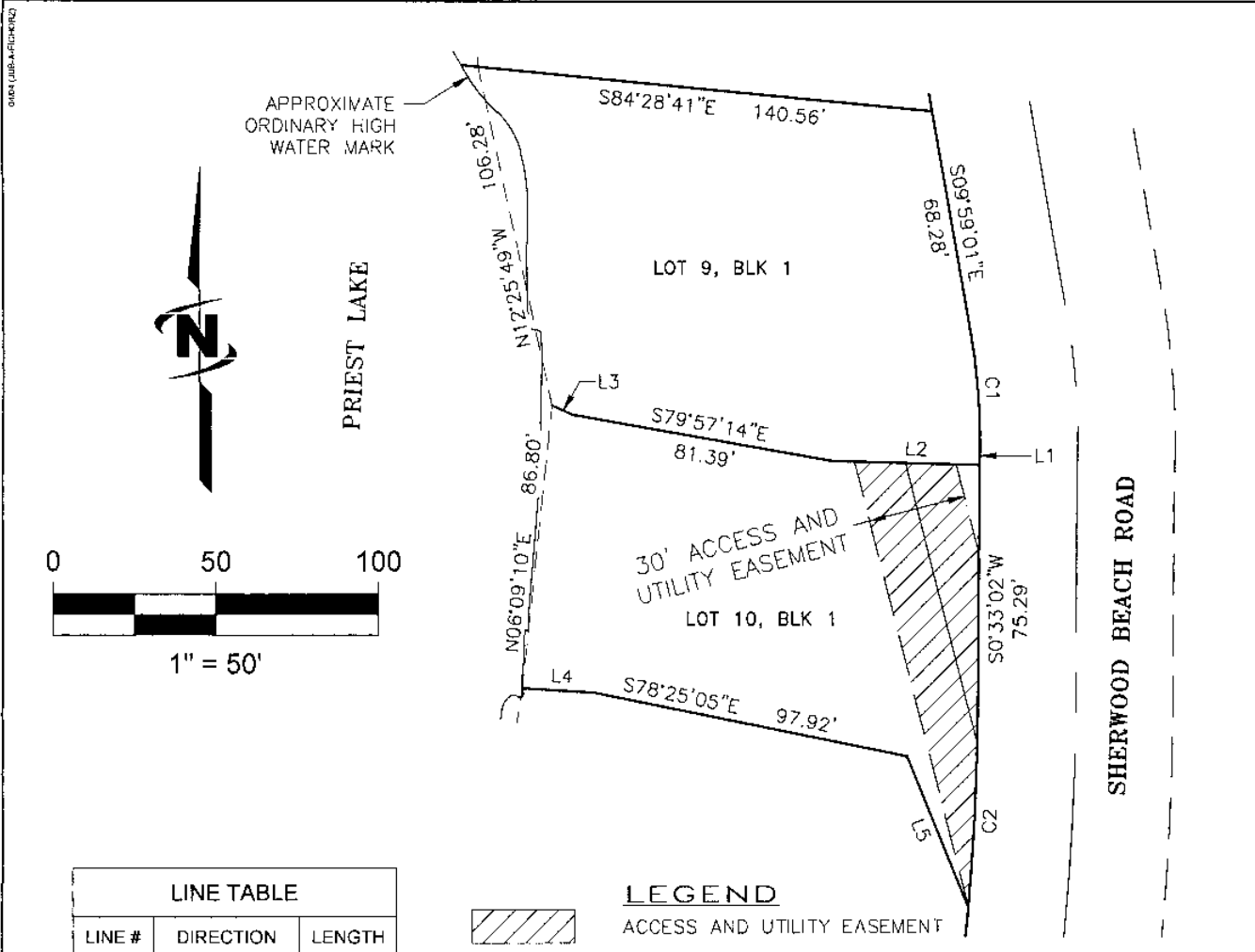
thence leaving the east line of said Lot 10, North 14° 17' 11" West, 88.95 feet, more or less, to the north line of said Lot 10 and the POINT OF TERMINUS, lengthening and shortening the sidelines of said strip to terminate on the east and north lines of said Lot 10.

SUBJECT TO: Existing rights-of-way and easements of record on above described parcel.

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August 15, 2013







**LINE TABLE**

LINE #	DIRECTION	LENGTH
L1	S0°33'02"W	5.71'
L2	N88°19'47"W	45.25'
L3	S65°53'43"E	7.00'
L4	S86°08'54"E	22.80'
L5	S22°01'09"E	49.98'

**LEGEND**  
 ACCESS AND UTILITY EASEMENT

**CURVE TABLE**

CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	35.85'	195.00'	10°32'03"	S04°42'59"E	35.80'
C2	60.25'	770.00'	4°28'59"	S02°47'32"W	60.23'

*Jeremy Russell*

Digitally signed on:  
August 15, 2013



**EXHIBIT 2**  
**ACCESS AND UTILITY EASEMENT**  
 LOT 9, BLOCK 1, STATE SUBDIVISION-KOKANEE POINT  
 NW 1/4 SEC. 3, T59 N, R4 W, B.M.



J-U-B COMPANIES



THE LANGDON GROUP



GATEWAY MAPPING INC.

EXHIBIT 3  
LEGAL DESCRIPTION  
of  
ACCESS AND UTILITY EASEMENT  
for  
LOT 10, BLOCK 1 of STATE SUBDIVISION-KOKANEE POINT  
IDAHO DEPT. OF LANDS

A strip of land 30 feet in width, across Lots 11 and 12, Block 1 of STATE SUBDIVISION-KOKANEE POINT, according to the plat thereof, recorded as Instrument No. 843544, dated April 30, 2013, records of Bonner County, Idaho being situated in the NW 1/4 and the SW 1/4 of Section 3, Township 59 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 12; thence along the east line of said Lot 12, North 8°04'19" East, 52.32 feet, more or less, to the POINT OF BEGINNING.

thence leaving the east line of said Lot 12 and along said centerline the following three (3) courses:

1. 24.96 feet along the arc of a non-tangent curve to the right, having a radius of 135.00 feet, through a central angle of 10°35'29", said curve having a long chord which bears North 3°34'23" East a chord distance of 24.92 feet;
2. 64.89 feet along the arc of a reverse curve to the left, having a radius of 125.00 feet, through a central angle of 29°44'37", said curve having a long chord which bears North 6°00'11" West a chord distance of 64.16 feet;
3. North 20°52'30" West, 56.70 feet, more or less, to the north line of said Lot 11 and the POINT OF TERMINUS, lengthening and shortening the sidelines of said strip to terminate on the east lines of said Lots 11 and 12 and the north line of said Lot 11.

SUBJECT TO: Existing rights-of-way and easements of record on above described parcel.

Digitally signed on:  
August 15, 2013



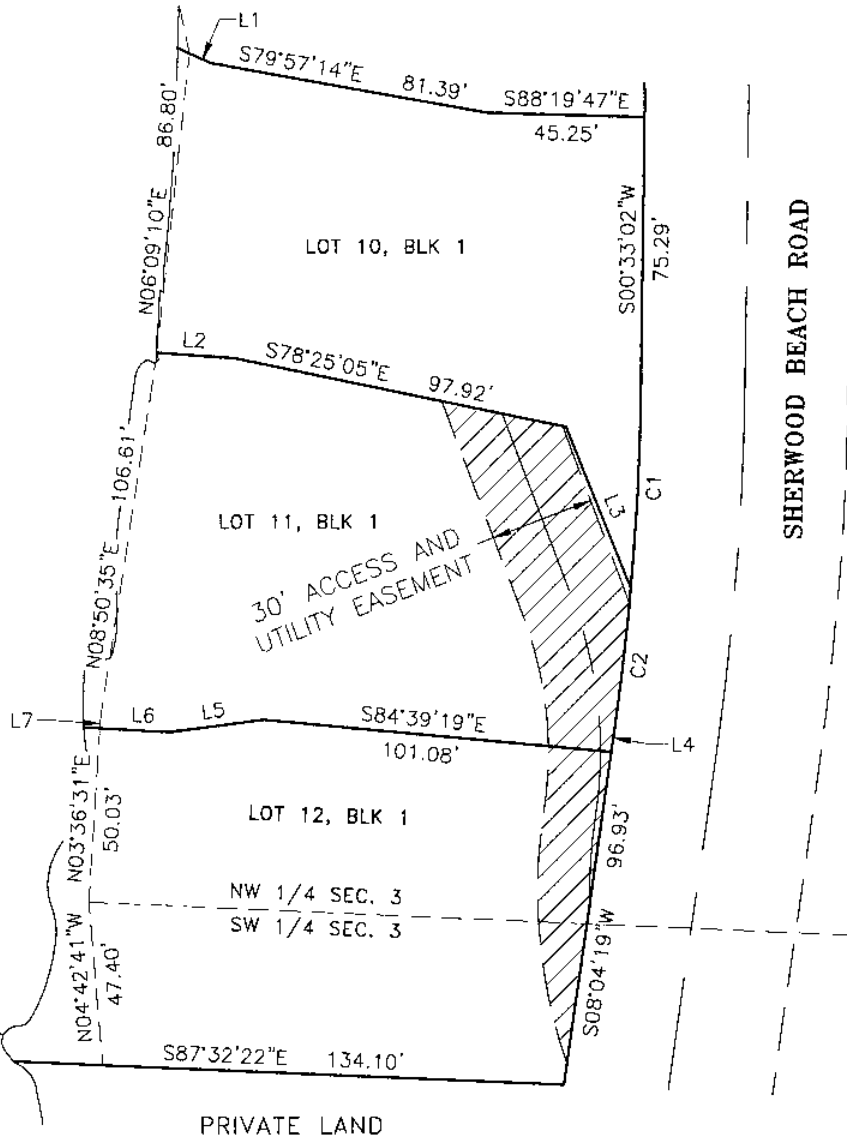
NAME: L10B1.dwg (10/02)

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S65°53'43"E	7.00'
L2	S86°08'54"E	22.80'
L3	S22°01'09"E	49.98'
L4	S8°04'19"W	6.88'
L5	N82°45'25"E	27.77'
L6	S87°01'49"E	20.17'
L7	N3°36'53"E	2.60'

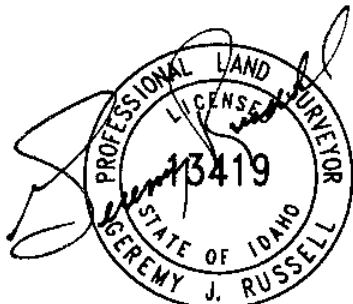


PRIEST LAKE

APPROXIMATE  
ORDINARY HIGH  
WATER MARK

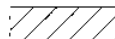


CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	60.25'	770.00'	4°28'59"	S02°47'32"W	60.23'
C2	40.83'	770.00'	3°02'17"	S06°33'10"W	40.82'

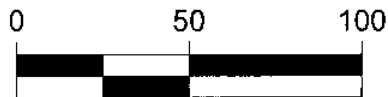


Digitally signed on:  
August 15, 2013

**LEGEND**



ACCESS AND UTILITY EASEMENT



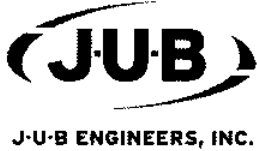
1" = 50'



Engineers • Surveyors • Planners

**EXHIBIT 3  
ACCESS AND UTILITY EASEMENT**

LOT 10, BLOCK 1, STATE SUBDIVISION-KOKANEE POINT  
NW 1/4 AND SW 1/4 SEC. 3, T59 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 11, BLOCK 1 of STATE SUBDIVISION-KOKANEE POINT  
IDAHO DEPT. OF LANDS

That portion of Lot 12, Block 1 of STATE SUBDIVISION-KOKANEE POINT, according to the plat thereof, recorded as Instrument No. 843544, dated April 30, 2013, records of Bonner County, Idaho being situated in the NW 1/4 and the SW 1/4 of Section 3, Township 59 North, Range 4 West, B.M., Bonner County, Idaho, further described as follows:

COMMENCING at the southeast corner of said Lot 12; thence along the east line of said Lot 12, North 8°04'19" East, 5.99 feet, more or less, to the POINT OF BEGINNING.

thence continuing along said east line, North 8°04'19" East, a distance of 90.94 feet, more or less, to the north line of said Lot 12;

thence North 84°39'19" West along said north line, 18.31 feet;

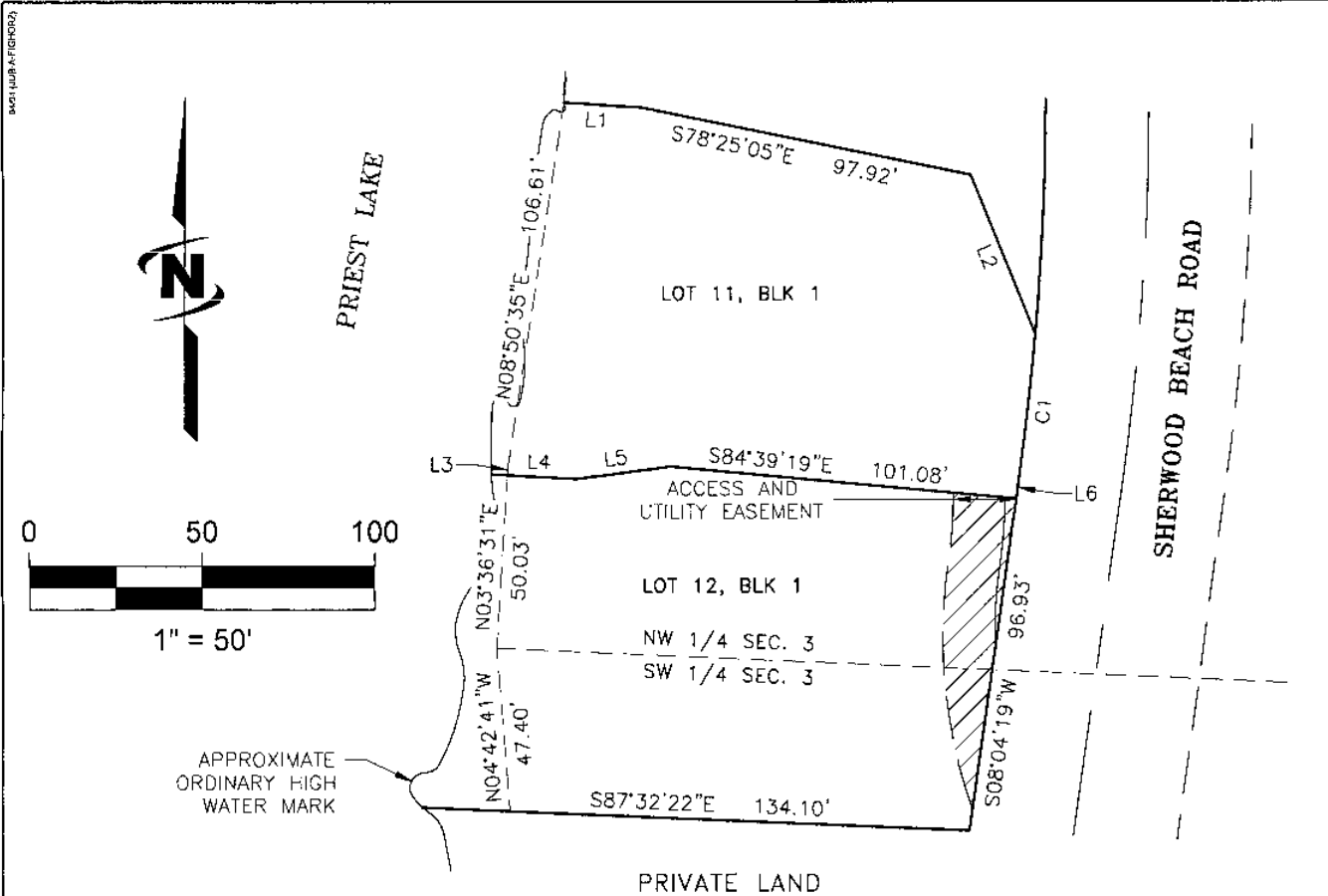
thence leaving said north line, 18.76 feet along the arc of a non-tangent curve to the right, having a radius of 110.00 feet, through a central angle of 9°46'09", said curve having a long chord which bears South 3°59'02" West a chord distance of 18.73 feet;

thence 74.12 feet along the arc of a reverse curve to the left, having a radius of 150.00 feet, through a central angle of 28°18'46", said curve having a long chord which bears South 5°17'16" East a chord distance of 73.37 feet, more or less, to the POINT OF BEGINNING.

SUBJECT TO: Existing rights-of-way and easements of record on above described parcel.

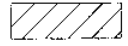
Digitally signed on:  
August 15, 2013





LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S86°08'54"E	22.80'
L2	S22°01'09"E	49.98'
L3	N3°36'53"E	2.60'
L4	S87°01'49"E	20.17'
L5	N82°45'25"E	27.77'
L6	S8°04'19"W	6.88'

**LEGEND**



ACCESS AND UTILITY EASEMENT

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	40.83'	770.00'	3°02'17"	S06°33'10"W	40.82'

*Jeremy Russell*

Digitally signed on:  
August 15, 2013



Engineers • Surveyors • Planners

**EXHIBIT 4**  
**ACCESS AND UTILITY EASEMENT**  
LOT 11, BLOCK 1, STATE SUBDIVISION-KOKANEE POINT  
NW 1/4 AND SW 1/4 SEC. 3, T59 N, R4 W, B.M.

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 # 877422**

BONNER COUNTY, SANDPOINT, IDAHO  
8-7-2015 12:38:44 PM No. of Pages: 14  
Recorded for: FIRST AMERICAN TITLE AND  
Michael W Rosedale Fee: \$0.00  
Ex-Officio Recorder Deputy  
Index to: MISC

*Randi Flaherty*

[\*\*\*THIS INSTRUMENT IS RECORDED TO CORRECT AND CLARIFY INSTRUMENT No. 865296 RECORDED IN 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.]

**STATE OF IDAHO  
DECLARATION OF DRIVEWAY AND UTILITY EASEMENT  
STATE SUBDIVISION - KOKANEE POINT  
AND  
STATE SUBDIVISION - KOKANEE POINT FIRST ADDITION  
NO. ES100081**

THIS DECLARATION ("Declaration") is made this 6<sup>th</sup> 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 - KOKANEE POINT, according to the official plat thereof, filed in Book 10 of Plats, at Page 177, Instrument No. 843544, and STATE SUBDIVISION - KOKANEE POINT FIRST ADDITION, according to the official plat thereof, filed in Book 11 of Plats, at Page 25, Instrument No. 863243, 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 – KOKANEE POINT, according to the official plat thereof, filed in Book 10 of Plats, at Page 177, Instrument No. 843544, and STATE SUBDIVISION – KOKANEE POINT FIRST ADDITION, according to the official plat thereof, filed in Book 11 of Plats, at Page 25, Instrument No. 863243, 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 benefiting 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 a 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.

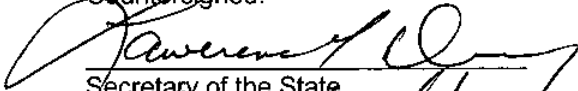

**M. Acceptance:**

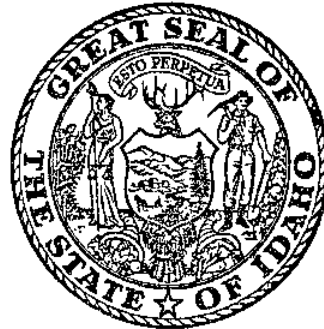
1. Each Owner of any Lot by acceptance of a deed or lease therefor, whether or not it shall be so expressed in such deed or lease, shall be deemed to covenant and agree to the terms of this Declaration.

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

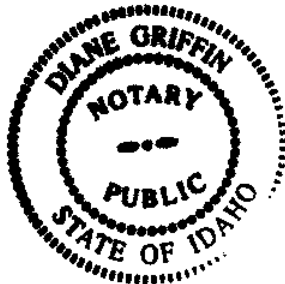



\*\*\*\*\*

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

On this 6<sup>th</sup> 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"**

**KOKANEE POINT AND KOKANEE POINT FIRST ADDITION SUBDIVISIONS**

Lot 4, as the Dominant Lot, shall have the right of access and utilities over, across and under the Driveway on Lot 5, as the Servient Lot to Sherwood Beach Loop as described on the attached Exhibit 1.

Lot 9, 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 Sherwood Beach Loop 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 Lots 11 and 12, as the Servient Lots to Sherwood Beach Loop 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 12, as the Servient Lot to Sherwood Beach Loop as described on the attached Exhibit 4.



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 4, BLOCK 1 of STATE SUBDIVISION-KOKANEE POINT

IDAHO DEPT. OF LANDS

A strip of land 30 feet in width, across Lot 5, Block 1 of STATE SUBDIVISION-KOKANEE POINT, according to the plat thereof, recorded as Instrument No. 843544, dated April 30, 2013, records of Bonner County, Idaho being situated in the NW 1/4 of Section 3, Township 59 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 5; thence along the east line of said Lot 5, 35.48 feet along the arc of a non-tangent curve to the right, having a radius of 1,930.00 feet, through a central angle of 1°03'12", said curve having a long chord which bears North 13°25'09" West a chord distance of 35.48 feet, more or less, to the POINT OF BEGINNING.

thence leaving the east line of said Lot 5 and along said centerline the following three (3) courses:

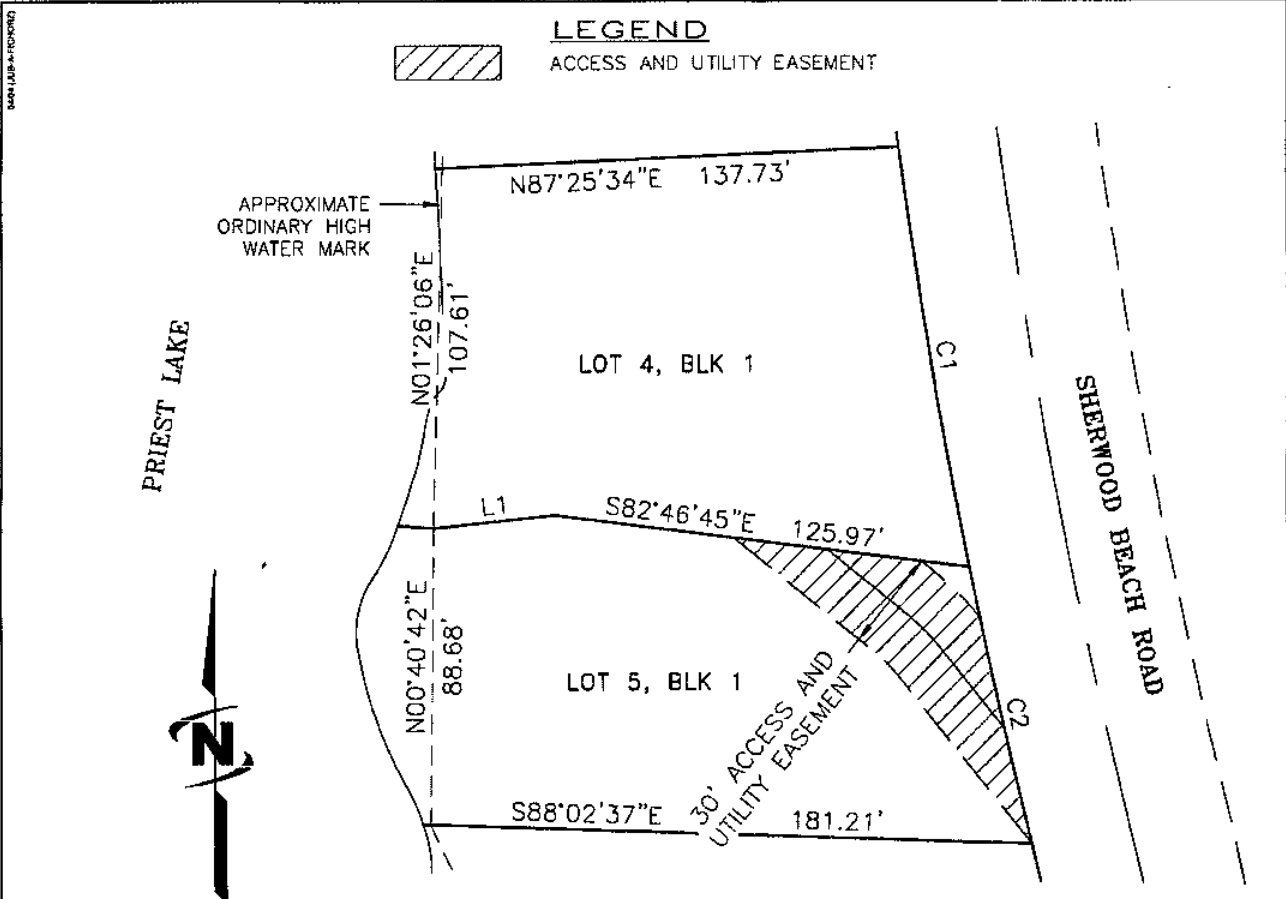
1. North 38°25'36" West, 31.39 feet;
2. 14.20 feet along the arc of a curve to the left, having a radius of 65.00 feet, through a central angle of 12°30'53", said curve having a long chord which bears North 44°41'02" West a chord distance of 14.17 feet;
3. North 50°56'29" West, 30.26 feet, more or less, to the north line of said Lot 5 and the POINT OF TERMINUS, lengthening and shortening the sidelines of said strip to terminate on the east and north lines of said Lot 5.

SUBJECT TO: Existing rights-of-way and easements of record on above described parcel.

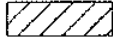
Digitally signed on:  
August 15, 2013



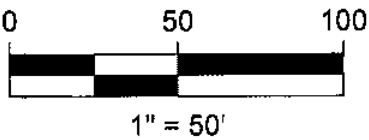
F:\Projects\JUB\20-11-035 IDL\_LED Lot Solutions\_Priest Lake\Coolin(6)\CAD\SURVEY\LEGALs\Legals and Exhibits\Kokanee Point Exhibits\KP\_L4\_B1.dwg, L4 B1, 8/14/2013 5:06:40 PM



**LEGEND**



ACCESS AND UTILITY EASEMENT



LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N84°00'46"E	36.63'

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	127.56'	1930.00'	3°47'13"	S09°31'52"E	127.54'
C2	84.93'	1930.00'	2°31'17"	S12°41'07"E	84.92'

*Jeremy Russell*

Digitally signed on:  
August 15, 2013



**EXHIBIT 1**  
**ACCESS AND UTILITY EASEMENT**  
LOT 4, BLOCK 1, STATE SUBDIVISION-KOKANEE POINT  
NW 1/4 SEC. 3, T59 N, R4 W, B.M.



J-U-B COMPANIES



THE LANGDON GROUP



GATEWAY MAPPING INC.

EXHIBIT 2  
LEGAL DESCRIPTION  
of  
ACCESS AND UTILITY EASEMENT  
for  
LOT 9, BLOCK 1 of STATE SUBDIVISION-KOKANEE POINT

IDAHO DEPT. OF LANDS

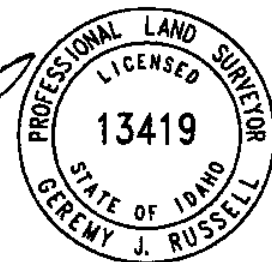
A strip of land 30 feet in width, across Lot 10, Block 1 of STATE SUBDIVISION-KOKANEE POINT, according to the plat thereof, recorded as Instrument No. 843544, dated April 30, 2013, records of Bonner County, Idaho being situated in the NW 1/4 of Section 3, Township 59 North, Range 4 West, B.M., Bonner County, Idaho, lying 15 feet on each side of the following described centerline:

COMMENCING at the southeast corner of said Lot 10; thence along the east line of said Lot 10, 50.00 feet along the arc of a non-tangent curve to the left, having a radius of 770.00 feet, through a central angle of 3° 43' 15", said curve having a long chord which bears North 3° 10' 24" East a chord distance of 49.99 feet, more or less, to the POINT OF BEGINNING.

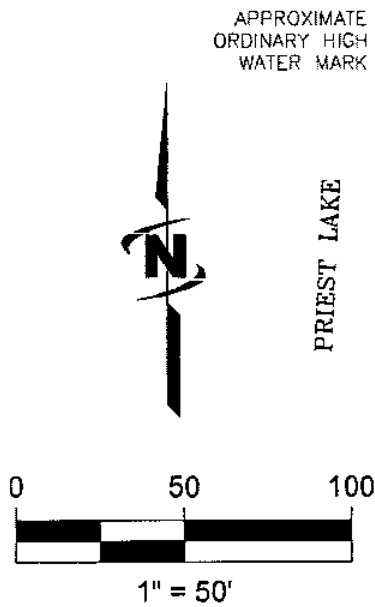
thence leaving the east line of said Lot 10, North 14° 17' 11" West, 88.95 feet, more or less, to the north line of said Lot 10 and the POINT OF TERMINUS, lengthening and shortening the sidelines of said strip to terminate on the east and north lines of said Lot 10.

SUBJECT TO: Existing rights-of-way and easements of record on above described parcel.

Digitally signed on:  
August 15, 2013

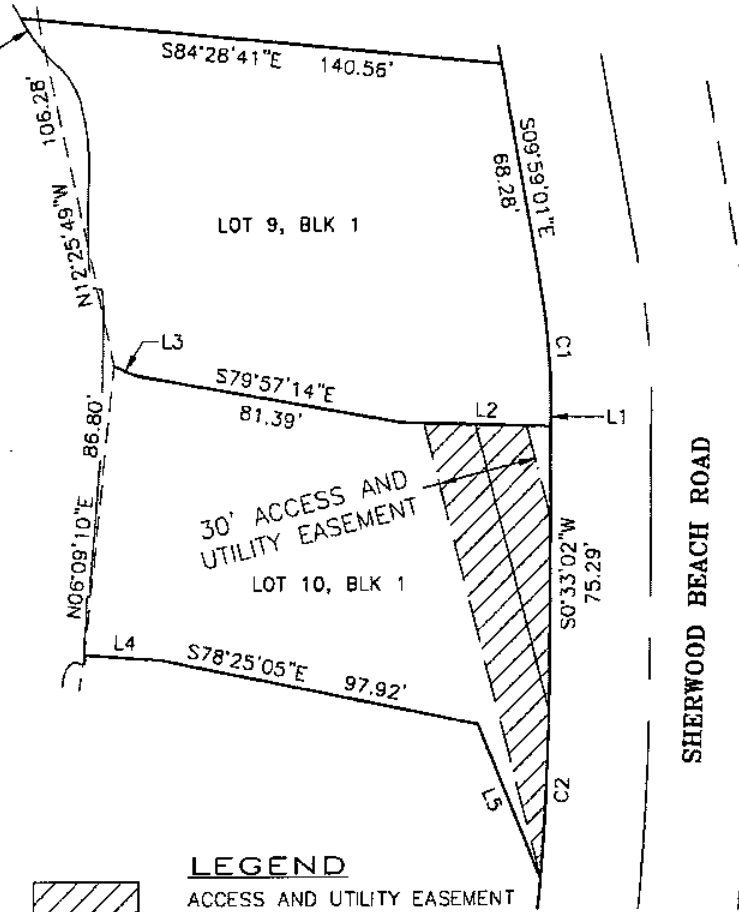


Plot (JUB-1) (10/04/2)



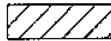
APPROXIMATE  
ORDINARY HIGH  
WATER MARK

PRIEST LAKE



LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S0°33'02"W	5.71'
L2	N88°19'47"W	45.25'
L3	S65°53'43"E	7.00'
L4	S86°08'54"E	22.80'
L5	S22°01'09"E	49.98'

**LEGEND**



ACCESS AND UTILITY EASEMENT

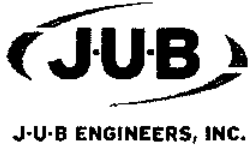
CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	35.85'	195.00'	10°32'03"	S04°42'59"E	35.80'
C2	60.25'	770.00'	4°28'59"	S02°47'32"W	60.23'

*Jeremy Russell*

Digitally signed on:  
August 15, 2013



EXHIBIT 2  
ACCESS AND UTILITY EASEMENT  
LOT 9, BLOCK 1, STATE SUBDIVISION-KOKANEE POINT  
NW 1/4 SEC. 3, T59 N, R4 W, B.M.



J-U-B COMPANIES



THE  
LANDOK  
GROUP



GATEWAY  
MAPPING  
INC.

EXHIBIT 3  
LEGAL DESCRIPTION  
of  
ACCESS AND UTILITY EASEMENT  
for  
LOT 10, BLOCK 1 of STATE SUBDIVISION-KOKANEE POINT

IDAHO DEPT. OF LANDS

A strip of land 30 feet in width, across Lots 11 and 12, Block 1 of STATE SUBDIVISION-KOKANEE POINT, according to the plat thereof, recorded as Instrument No. 843544, dated April 30, 2013, records of Bonner County, Idaho being situated in the NW 1/4 and the SW 1/4 of Section 3, Township 59 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 12; thence along the east line of said Lot 12, North 8°04'19" East, 52.32 feet, more or less, to the POINT OF BEGINNING.

thence leaving the east line of said Lot 12 and along said centerline the following three (3) courses:

1. 24.96 feet along the arc of a non-tangent curve to the right, having a radius of 135.00 feet, through a central angle of 10°35'29", said curve having a long chord which bears North 3°34'23" East a chord distance of 24.92 feet;
2. 64.89 feet along the arc of a reverse curve to the left, having a radius of 125.00 feet, through a central angle of 29°44'37", said curve having a long chord which bears North 6°00'11" West a chord distance of 64.16 feet;
3. North 20°52'30" West, 56.70 feet, more or less, to the north line of said Lot 11 and the POINT OF TERMINUS, lengthening and shortening the sidelines of said strip to terminate on the east lines of said Lots 11 and 12 and the north line of said Lot 11.

SUBJECT TO: Existing rights-of-way and easements of record on above described parcel.

Digitally signed on:  
August 15, 2013



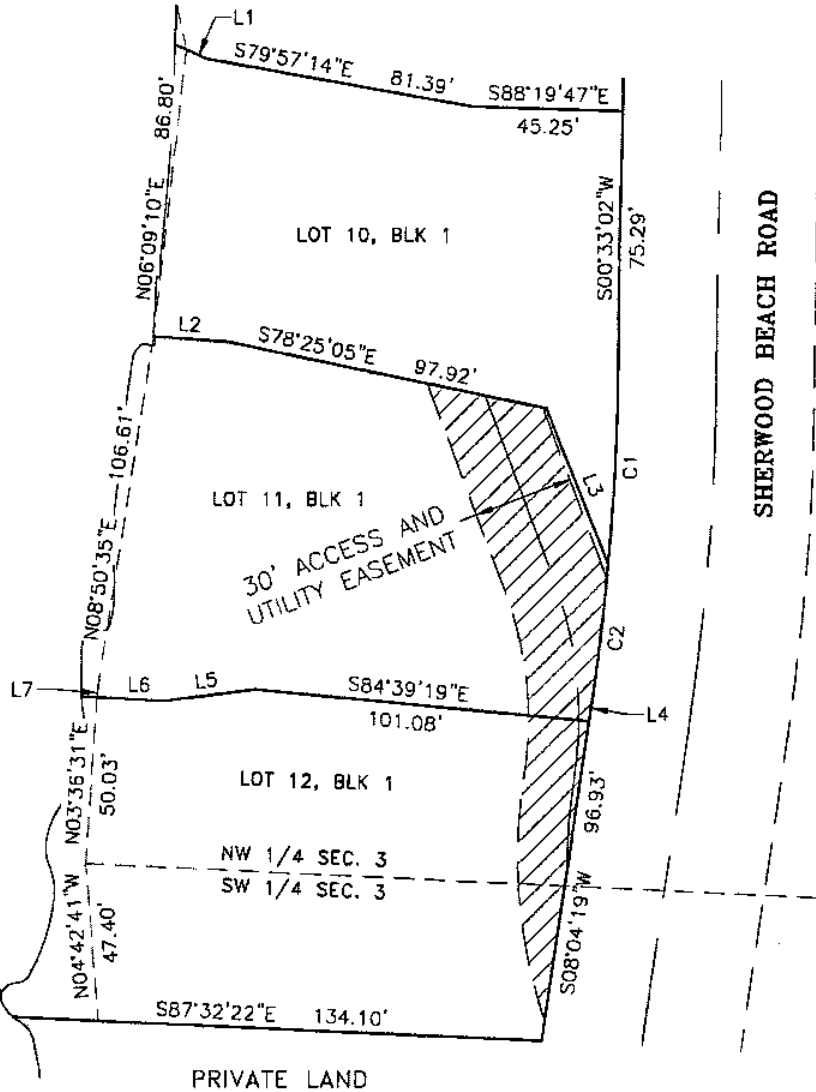


LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S65°53'43"E	7.00'
L2	S86°08'54"E	22.80'
L3	S22°01'09"E	49.98'
L4	S8°04'19"W	6.88'
L5	N82°45'25"E	27.77'
L6	S87°01'49"E	20.17'
L7	N3°36'53"E	2.60'

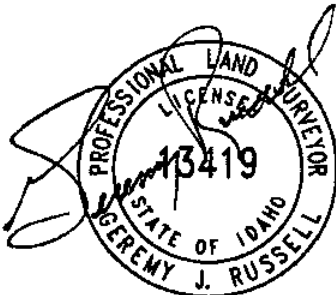


PRIEST LAKE

APPROXIMATE  
ORDINARY HIGH  
WATER MARK

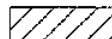


CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	60.25'	770.00'	4°28'59"	S02°47'32"W	60.23'
C2	40.83'	770.00'	3°02'17"	S06°33'10"W	40.82'



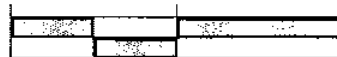
Digitally signed on:  
August 15, 2013

**LEGEND**



ACCESS AND UTILITY EASEMENT

0 50 100



1" = 50'

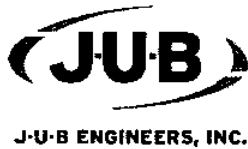


Engineers • Surveyors • Planners

**EXHIBIT 3**

**ACCESS AND UTILITY EASEMENT**

LOT 10, BLOCK 1, STATE SUBDIVISION-KOKANEE POINT  
NW 1/4 AND SW 1/4 SEC. 3, T59 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 11, BLOCK 1 of STATE SUBDIVISION-KOKANEE POINT  
IDAHO DEPT. OF LANDS

That portion of Lot 12, Block 1 of STATE SUBDIVISION-KOKANEE POINT, according to the plat thereof, recorded as Instrument No. 843544, dated April 30, 2013, records of Bonner County, Idaho being situated in the NW 1/4 and the SW 1/4 of Section 3, Township 59 North, Range 4 West, B.M., Bonner County, Idaho, further described as follows:

COMMENCING at the southeast corner of said Lot 12; thence along the east line of said Lot 12, North 8°04'19" East, 5.99 feet, more or less, to the POINT OF BEGINNING.

thence continuing along said east line, North 8°04'19" East, a distance of 90.94 feet, more or less, to the north line of said Lot 12;

thence North 84°39'19" West along said north line, 18.31 feet;

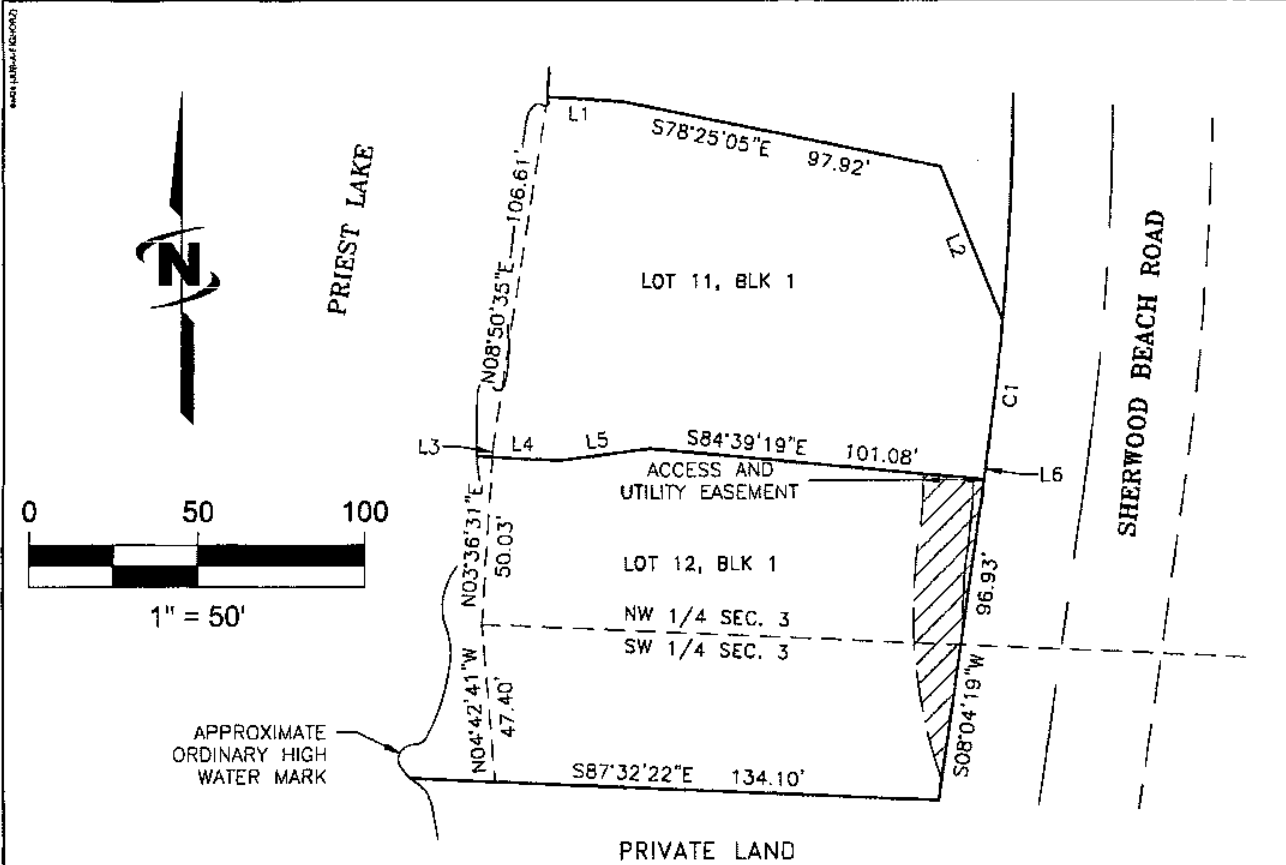
thence leaving said north line, 18.76 feet along the arc of a non-tangent curve to the right, having a radius of 110.00 feet, through a central angle of 9°46'09", said curve having a long chord which bears South 3°59'02" West a chord distance of 18.73 feet;

thence 74.12 feet along the arc of a reverse curve to the left, having a radius of 150.00 feet, through a central angle of 28°18'46", said curve having a long chord which bears South 5°17'16" East a chord distance of 73.37 feet, more or less, to the POINT OF BEGINNING.

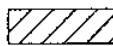
SUBJECT TO: Existing rights-of-way and easements of record on above described parcel.

Digitally signed on:  
August 15, 2013





LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S86°08'54"E	22.80'
L2	S22°01'09"E	49.98'
L3	N3°36'53"E	2.60'
L4	S87°01'49"E	20.17'
L5	N82°45'25"E	27.77'
L6	S8°04'19"W	6.88'

**LEGEND**  
 ACCESS AND UTILITY EASEMENT

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	40.83'	770.00'	3°02'17"	S06°33'10"W	40.82'

*Geremy Russell*

Digitally signed on:  
August 15, 2013



Engineers • Surveyors • Planners

**EXHIBIT 4**  
**ACCESS AND UTILITY EASEMENT**  
 LOT 11, BLOCK 1, STATE SUBDIVISION-KOKANEE POINT  
 NW 1/4 AND SW 1/4 SEC. 3, T59 N, R4 W, B.M.

Instrument # 997213  
Bonner County, Sandpoint, Idaho  
12/09/2021 01:08:57 PM No. of Pages: 30  
Recorded for: FIRST AMERICAN TITLE - SANDPOINT  
Michael W. Rosedale Fee: \$97.00  
Ex-Officio Recorder Deputy rflaherty  
Index to: LEASE

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# Lease



File Number:



State of Idaho - Department of Lands

LEASE

Assignment Summary

R100109

Area: Priest Lake

DESCRIPTION OF PROPERTY

Subdivision:	KOKANEET POND	County:	Bonner
Block - Lot:	1 - 10	Endowment:	PS
Township Section:	59N04W 03	Property Type:	Waterfront
Property Address:	822 Sherwood Beach Rd Coonin ID 83821	Acres:	0.28

THIS IS CERTIFIED TO BE A TRUE AND EXACT COPY OF THE ORIGINAL  
*[Signature]*  
ESCROW OFFICER

NAMES AND ADDRESSES OF PARTIES

<b>Assignor</b>	<b>Assignee</b>
Linda J. M. Wilson	Leif E. Chelander
5318 Agriwell Ct. NW	3105 E. Boone
Olympa, WA 98502	Spokane, WA 99202

TERMS & FEES

Full Sales Price	\$395,000.00	Reason for Assignment:	Sale
Improvement Value:	(\$395,000.00)		
Leasehold Value:	\$0.00		

This lease assignment is approved pending the receipt of the assignment fee (to be paid upon the closing of the transition between the Assignor and Assignee). This lease assignment is conditionally approved subject to compliance with applicable Idaho Code and Rules.

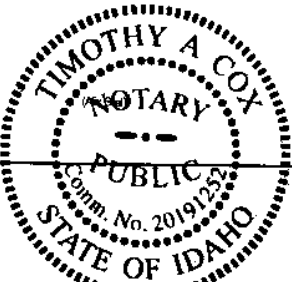
STATE OF Idaho  
COUNTY OF Ada

*[Signature]*  
Bureau of Surface and Mineral Resources  
Idaho Department of Lands Representative  
Date: 11/17/21

*Tammy Armstrong*  
On this 17<sup>th</sup> day of Nov, in this year 21, before me, a Notary Public in and for said State, personally appeared Tammy Armstrong, known to me to be the Idaho Department of Lands representative that executed the within instrument, and acknowledged to me that she/he executed the same.

*[Signature]*  
Notary Public Signature

Commission Expires: 6/25/25



Copy to: 1) Assignee or Assignee's Agent, 2) CL Area Office, 3) County

Prepared: 11/17/21

THIS INSTRUMENT FILED FOR RECORD BY FIRST AMERICAN TITLE COMPANY AS AN ACCOMMODATION. IT HAS NOT BEEN EXAMINED AS TO ITS EXECUTION OR AS TO ITS AFFECT UPON THE TITLE.

NOV 03 2021



# INSTRUMENT ASSIGNMENT

Note: Incomplete forms will not be processed. All Assignment fees are Non-refundable.

Priest Lake  
Supervisory Area

For and in consideration of the full sale price of \$ 385,000.00 dollars paid for the instrument, improvements and/or personal property, with the amount of \$ 385,000.00 (tax asst: 105,029.00) dollars, paid for the improvements and/or personal property, receipt of which is hereby acknowledged. We hereby sell, assign and transfer, all of my/our rights, title and interest in State of Idaho Instrument No. N/A unto the following

Individual or Family Trust Name:  
Last CHALLENGER  
First LEIF E. (AND AMELIA L.)  
Middle \_\_\_\_\_  
DBA: \_\_\_\_\_

Business or Entity Name:  
\_\_\_\_\_  
Business or Entity Registration No. (or proof of pending application)  
\_\_\_\_\_

### ADDRESS OF RECORD (FOR ALL CORRESPONDENCE) AND CONTACT INFORMATION

Street: 3105 E. BOONE  
PO Box: \_\_\_\_\_  
City: SPOKANE  
State: WA  
Zip +4: 99209 ec/lee  
Country: USA  
Attention: \_\_\_\_\_  
Title: \_\_\_\_\_

Business: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Home: \_\_\_\_\_  
Contact Name: LEIF CHALLENGER  
Cell Area Code/Phone#: 509.868.2331  
Contact Name: LEIF CHALLENGER  
Email Address(es): LEIFCHALLENGER@GMAIL.COM

- Assign Encroachment (Attachment A not required).
  - Assign an interest in **all lands** within Instrument. Attachment A - Property Description is **not** required.
  - Assign an interest in **only part of the lands** in the Instrument. Attachment A - Property Description **is** required.
- Specify lands assigned and lands remaining.

### ACCEPTANCE AND ASSUMPTION BY ASSIGNOR

I / We hereby swear and affirm that the consideration stated herein is the full and complete amount paid by the assignees to the assignors for the above-described State of Idaho Instrument, and no additional payment has been or will be made.

Date _____	Current Instrument Holder/Designated Agent _____	Company Name (if applicable) _____
Date _____	Current Instrument Holder/Designated Agent _____	Company Name (if applicable) _____
STATE OF _____ ) ss.		(SEAL)
County of _____ )		

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public  
My Commission Expires: \_\_\_\_\_

### ACCEPTANCE AND ASSUMPTION BY ASSIGNEE

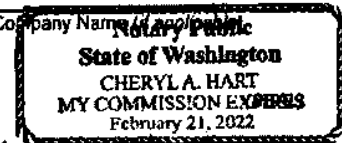
The undersigned, as Assignee(s) above-named, assumes and accepts the obligations and conditions of the above-described State of Idaho Instrument and separately covenants with the State of Idaho that they will abide thereby during the term of said Instrument. Assignee(s) does hereby swear and affirm that the sum of \$ 385,000.00 is the full and complete amount of consideration paid by Assignee(s) to the Assignor(s) herein, and that no additional payment has been or will be made.

✓ 10-28-21 Date ✓ [Signature] New Instrument Holder/Designated Agent

✓ 10-28-21 Date ✓ [Signature] New Instrument Holder/Designated Agent

Company Name (if applicable) \_\_\_\_\_

STATE OF Washington  
County of Spokane ) ss.



Subscribed and sworn to before me this 28<sup>th</sup> day of October, 2021

Notary Public  
My Commission Expires: Feb 21, 2022

Instrument No. R100109 Fee \$ 50.- \*\*\*Area Office Use Only\*\*\*  
Area Manager Signature [Signature] Date 11/9/2021

Idaho Department of Lands  
Received



# INSTRUMENT ASSIGNMENT

NOV 03 2021

**Note: Incomplete forms will not be processed. All Assignment fees are Non-refundable.**

For and in consideration of the full sale price of \$ 385,000.00 First Lake  
instrument, improvements and/or personal property, with the amount of \$ 385,000.00 (tax asset: 105,029.00) 00 dollars paid for the  
paid for the improvements and/or personal property, receipt of which is hereby acknowledged. We hereby sell, assign and transfer, all of  
my/four rights, title and interest in State of Idaho Instrument No. N/A dollars.  
unto the following:

Individual or Family Trust Name:  
Last CHALLENGER  
First LEIF E. (AND AMELIA L.)  
Middle \_\_\_\_\_  
DBA: \_\_\_\_\_

Business or Entity Name: \_\_\_\_\_  
Business or Entity Registration No. (or proof of pending application) \_\_\_\_\_

### ADDRESS OF RECORD (FOR ALL CORRESPONDENCE) AND CONTACT INFORMATION

Street: 3105 E. BOONE  
PO Box: \_\_\_\_\_  
City: SPOKANE  
State: WA  
Zip +4: 99201  
Country: USA  
Attention: \_\_\_\_\_  
Title: \_\_\_\_\_

Business: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Home: \_\_\_\_\_  
Contact Name: LEIF CHALLENGER  
Cell Area Code/Phone#: 509.868.2331  
Contact Name: LEIF CHALLENGER  
Email Address(es): LEIFCHALLENGER@GMAIL.COM

- Assign Encroachment (Attachment A not required).
  - Assign an interest in all lands within Instrument. Attachment A - Property Description is not required.
  - Assign an interest in only part of the lands in the Instrument. Attachment A - Property Description is required.
- Specify lands assigned and lands remaining.

### ACCEPTANCE AND ASSUMPTION BY ASSIGNOR

I/ We hereby swear and affirm that the consideration stated herein is the full and complete amount paid by the assignees to the assignors for the above-described State of Idaho Instrument, and no additional payment has been or will be made.

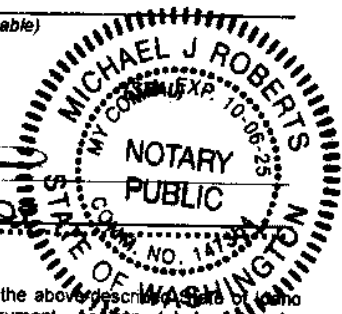
Date 10-29-2021  
Jinda M Wilson  
Current Instrument Holder/Designated Agent

Company Name (if applicable) \_\_\_\_\_  
Company Name (if applicable) \_\_\_\_\_

STATE OF Washington  
County of Spokane ss.

Subscribed and sworn to before me this 29 day of October, 2021

Notary Public  
My Commission Expires: October 2022



### ACCEPTANCE AND ASSUMPTION BY ASSIGNEE

The undersigned, as Assignee(s) above-named, assumes and accepts the obligations and conditions of the above described State of Idaho instrument and separately covenants with the State of Idaho that they will abide thereby during the term of said instrument. Assignee(s) hereby swear and affirm that the sum of \$ 385,000.00 is the full and complete amount of consideration paid by Assignee(s) to the Assignor(s) herein, and that no additional payment has been or will be made.

Date \_\_\_\_\_  
New Instrument Holder/Designated Agent \_\_\_\_\_  
Date \_\_\_\_\_  
New Instrument Holder/Designated Agent \_\_\_\_\_

Company Name (if applicable) \_\_\_\_\_  
Company Name (if applicable) \_\_\_\_\_

STATE OF \_\_\_\_\_ ss.  
County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public  
My Commission Expires: \_\_\_\_\_

Instrument No. R100109 Fee \$ 50.

\*\*\*Area Office Use Only\*\*\*  
[Signature]  
Area Manager Signature

11/9/2021  
Date



# INSTRUMENT ASSIGNMENT

Note: Incomplete forms will not be processed. All Assignment fees are Non-refundable.

For and in consideration of the full sale price of \$ N/A dollars paid for the instrument, improvements and/or personal property, with the amount of \$ N/A dollars, paid for the improvements and/or personal property, receipt of which is hereby acknowledged/ We hereby sell, assign and transfer, all of my/our rights, title and interest in State of Idaho Instrument No. \_\_\_\_\_ unto the following:

Individual or Family Trust Name:  
Last Wilson  
First LINDA  
Middle J. M.  
DBA: \_\_\_\_\_

Business or Entity Name: \_\_\_\_\_  
Business or Entity Registration No. (or proof of pending application) \_\_\_\_\_  
MAR 29 2021

Street: 5318 ASPINWALL CT NW  
PO Box: \_\_\_\_\_  
City: Olympia  
State: WA  
Zip +4: 98552  
Country: US  
Attention: LINDA JM Wilson  
Title: N/A

Business: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Contact Name: N/A  
Home: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Cell Area Code/Phone#: 509-953-5956  
Contact Name: \_\_\_\_\_  
Email Address(es): Ljmwilson72@gmail.com

- Assign Encroachment (Attachment A not required).
  - Assign an interest in all lands within Instrument. Attachment A - Property Description is not required.
  - Assign an interest in only part of the lands in the Instrument. Attachment A - Property Description is required.
- Specify lands assigned and lands remaining.

### ACCEPTANCE AND ASSIGNMENT BY ASSIGNOR

I / We hereby swear and affirm that the consideration stated herein is the full and complete amount paid by the assignees to the assignors for the above-described State of Idaho Instrument, and no additional payment has been or will be made.

Date N/A Current Instrument Holder/Designated Agent N/A Company Name (if applicable) N/A  
 Date \_\_\_\_\_ Current Instrument Holder/Designated Agent \_\_\_\_\_ Company Name (if applicable) \_\_\_\_\_

STATE OF \_\_\_\_\_  
County of \_\_\_\_\_

(SEAL)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public  
My Commission Expires: \_\_\_\_\_

### ACCEPTANCE AND ASSUMPTION BY ASSIGNEE

The undersigned, as Assignee(s) above-named, assumes and accepts the obligations and conditions of the above-described State of Idaho Instrument and separately covenants with the State of Idaho that they will abide thereby during the term of said Instrument. Assignee(s) does hereby swear and affirm that the sum of \$ N/A is the full and complete amount of consideration paid by Assignee(s) to the Assignor(s) herein, and that no additional payment has been or will be made.

Date \_\_\_\_\_ New Instrument Holder/Designated Agent \_\_\_\_\_ Company Name (if applicable) \_\_\_\_\_  
 Date \_\_\_\_\_ New Instrument Holder/Designated Agent \_\_\_\_\_ Company Name (if applicable) \_\_\_\_\_

STATE OF \_\_\_\_\_  
County of \_\_\_\_\_

(SEAL)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public  
My Commission Expires: \_\_\_\_\_

(over)

Instrument No. R100109 Fee \$ 50.00

Area Manager Signature [Signature]

Date 4/12/21



Assigned to: Leif E. and Amelia L. Challenger  
Of: 3105 E. Boone, Spokane, WA 99202  
Recorded: November 9, 2021



**RESIDENTIAL COTTAGE SITE LEASE**  
**No. R100109**  
**J SCOTT WILSON AND LINDA JM WILSON**

LESSOR Name and Address:

State Board of Land Commissioners, acting by and through the Idaho Department of Lands  
300 North 6<sup>th</sup> Street, Suite 103  
PO Box 83720  
Boise ID 83720-0050

LESSEE Name and Address:

J Scott Wilson  
Linda JM Wilson  
16016 N Finch Lane  
Mead WA 99021

Assigned to Linda JM Wilson  
of 3105 E Boone Ct NW  
Olympia, WA 98502  
Recorded April 12, 2021

Lease Term:

Commencement: January 1, 2015  
Expiration: December 31, 2022 unless terminated earlier pursuant to Attachment C

Rent:

The annual rent payment is due on January 1st of each year or in accordance with Section D.1.2 on Attachment A.

Rent terms are more particularly described in Section D. Rental Rate within the Lease Provisions.

Land Legal Description:

See Attachment B of this Lease.

LESSOR, in consideration of the rent paid and the covenants, conditions and restrictions hereinafter set forth, in the Lease (including all Attachments), does hereby lease and demise unto LESSEE the lands described in Attachment B of this Lease for the uses specified herein.

Use of Premises:

Residential Cottage Site  
See Section B. Use of Leased Premises within the Lease Provisions

Bond:

Not Applicable

Liability Insurance:

See Section M. Insurance in the Lease Provisions, Attachment A.

Appraisal Challenge Process:

The Lease Term set forth in Attachment A is subject to change during the term of this Lease as further set forth in Attachment C. In the event of any conflict between Attachment A and Attachment C, Attachment C shall control.

Lease Index:

LEASE DATA  
SIGNATURE PAGE  
ATTACHMENT A – LEASE PROVISIONS  
ATTACHMENT B – LEGAL DESCRIPTION  
ATTACHMENT C – APPRAISAL CHALLENGE PROCESS

This lease agreement (Lease), including the Lease Data, Signature Page and all Attachments (which are incorporated herein in their entirety) is made and entered into by and between LESSOR and LESSEE.

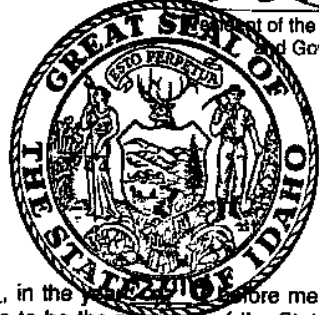
**LESSOR SIGNATURES**

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed the day and year first above written.

COUNTERSIGNED: STATE BOARD OF LAND COMMISSIONERS OF THE STATE OF IDAHO

Ben Ysursa  
Secretary of the State of Idaho  
Thomas M. Schultz, Jr.  
Director Department of Lands

C. L. "Butch" Otter  
President of the State Board of Land Commissioners  
and Governor of the State of Idaho



(SEAL)

STATE OF IDAHO  
COUNTY OF ADA

On this 31st day of December, in the year 2014, before me, a Notary Public in and for said State, personally appeared C. L. "Butch" Otter, known to me to be the president of the State Board of Land Commissioners of the State of Idaho and the Governor of the state of Idaho; and Ben Ysursa, known to me to be the Secretary of the State of Idaho and Thomas M. Schultz, Jr., known to me to be the Director, that executed the within instrument, and acknowledged to me that the State Board of Land Commissioners of the State of Idaho 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.



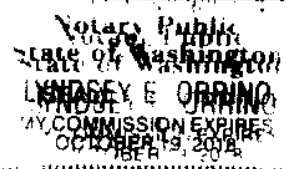
Vanessa Wilson  
Notary Public for the State of Idaho  
Commission expires: 8-11-2020

**LESSEE SIGNATURES**

x J Scott Wilson  
(LESSEE)  
x \_\_\_\_\_  
(LESSEE)

x Linda M Wilson  
(LESSEE)  
x \_\_\_\_\_  
(LESSEE)

STATE OF Washington  
COUNTY OF Spokane



On this 18 day of December, in the year 2014, before me, a Notary Public in and for said State, personally appeared J Scott Wilson & Linda M Wilson known to me to be the person(s) who executed the instrument as LESSEE, and acknowledged to me that such person(s) executed the same.

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

Lindsey E Orrino  
Notary Public Spokane, WA  
Commission expires: 10-19-2018

## Attachment A Lease Provisions

### A. DEFINITIONS

- 1.1 **Definitions.** For purposes of this Lease, the following definitions shall apply:
- 1.1.a. **"Abandonment"** means the relinquishment of all interests in Personal Property, Non-Approved Personal Property or Personal Belongings located upon the Leased Premises with no intention to reclaim or reuse. Following any termination of the Lease, abandonment shall be deemed conclusive upon the occurrence of any of the following events: 1) LESSEE fails to maintain with LESSOR proof of insurance on all Personal Property and Non-Approved Personal Property located upon the Leased Premises upon any termination of the Lease following notice of default for lack of proof of insurance by LESSOR; or, 2) LESSEE fails to remove Personal Property, Non-Approved Personal Property or Personal Belongings prior to termination of the Lease, and LESSEE fails to acquire a land use permit from LESSOR within two (2) months of any termination of the Lease to provide LESSEE time for removal not to exceed six (6) months, provided however, LESSOR may allow a reasonable extension for removal of the Personal Property if such removal is prevented due to weather or other circumstance determined acceptable in LESSOR's sole discretion.
  - 1.1.b. **"Appraised Value"** means the market value of the Leased Premises in its vacant and unimproved state (unless Improvements are owned by LESSOR, in which event the Improvements shall be included) and/or Personal Property as determined by qualified licensed appraisers hired by LESSOR to make such determination.
  - 1.1.c. **"Commercial Use"** means any use of the Leased Premises for profit; provided however, that such use shall not include the following:
    - 1.1.c.i. limited home-office use of the Leased Premises which does not result in increased vehicular traffic, and does not hold the Leased Premises out as a commercial or professional establishment or a place to regularly meet with customers or clients for business purposes; or
    - 1.1.c.ii the rental of the Leased Premises to third parties for residential or vacation purposes; provided however, that the Leased Premises shall not be rented to third parties for more than an aggregate of sixty (60) days in any calendar year.
  - 1.1.d. **"Improvement" or "Improvements"** means all buildings, structures, additions or developments owned by LESSOR that have been erected upon, affixed or attached to, the Leased Premises, including, but not limited to, buildings, garages, fences, sheds, homes, driveways, decks, and docks owned by LESSOR. Any Improvement owned by LESSOR is and shall be part of the underlying real property interest of LESSOR in the fee simple title to the land.
  - 1.1.e. **"Leased Premises"** means that particularly described lot or parcel of state endowment land owned by LESSOR in fee simple and which has been made available to private individuals through this Lease for the purpose of constructing and maintaining a Residence, together with any Improvements owned by LESSOR.
  - 1.1.f. **"LESSOR"** means the State Board of Land Commissioners and the Idaho Department of Lands, collectively.
  - 1.1.g. **"Non-Approved Personal Property"** means all buildings, structures, additions or developments belonging to LESSEE that have been erected upon, affixed or attached to, the Leased Premises after January 1, 2012, without the express written consent of LESSOR, and those which were erected upon, affixed or attached to the Leased Premises prior to January 1, 2012, that were not expressly approved in writing by LESSOR and would not have been approved by LESSOR, including, but not limited to,

buildings, garages, fences, sheds, homes, driveways, decks, and docks. All Non-Approved Personal Property shall be subject to removal by LESSEE, or by LESSOR and charged to LESSEE, upon notice by LESSOR. Any interest LESSEE has in Non-Approved Personal Property remain the personal property of LESSEE until Abandonment or other transfer of title thereto, even though such Non-Approved Personal Property, if owned by LESSOR, would immediately become part of LESSOR's real property interest in fee simple title to the land.

- 1.1.h. **"Personal Belongings"** means all movable personal property belonging to LESSEE not affixed or attached to the Leased Premises, including, but not limited to, household goods and furnishings.
- 1.1.i. **"Personal Property"** means all buildings, structures, additions or developments belonging to LESSEE that have been erected upon, affixed or attached to, the Leased Premises with the written consent of LESSOR, or Non-Approved Personal Property placed on the lease site prior to January 1, 2012, that otherwise would have been permitted by LESSOR, including, but not limited to, buildings, garages, fences, sheds, homes, driveways, decks, and docks. Any interest LESSEE has in Personal Property remain the personal property of LESSEE until Abandonment or other transfer of title thereto, even though such Personal Property, if owned by LESSOR, would immediately become part of LESSOR's real property interest in fee simple title to the land.
- 1.1.j. **"Residence"** means a cabin, house or other structure used by LESSEE to provide living accommodations upon the Leased Premises for LESSEE occupancy only, and not for Commercial Use. Mobile homes, motor homes, and trailers shall not be considered a Residence for purposes of this Lease; provided however, manufactured homes that conform to applicable state or local building codes, ordinances, and any applicable CC&Rs may be allowed.
- 1.1.k. **"Hazard Tree"** means any tree that is dead, diseased or with structural defects likely to cause failure of all or part of the tree that would reasonably be determined to be a hazard from falling and causing damage to person or property.
- 1.1.l. **"Restore the Leased Premises" or "Restoration of the Leased Premises"** means the restoration of the Leased Premises to that state and condition as nearly as reasonably possible to the condition of the premises as they existed prior to the placement or construction of any Personal Property or Non-Approved Personal Property thereon.
- 1.1.m. **"CC&Rs"** shall mean any "Addendum to Declaration of Covenants, Conditions and Restrictions" which may be recorded in the respective office of the county recorder for either Valley County or Bonner County, Idaho, which may be applicable to the Leased Premises.

## **B. USE OF LEASED PREMISES**

- 1.1 **Residential Use Only.** The Leased Premises and any Personal Property, Non-Approved Personal Property and Improvements thereon shall be used by LESSEE solely for residential purposes, and/or for limited home office purposes and rentals as described in Section A.1.1.c.
- 1.2 **All Other Uses Prohibited.** No other uses shall be made of the Leased Premises or Personal Property or Non-Approved Personal Property by LESSEE without the prior written approval of LESSOR. In no event shall the Leased Premises be devoted to any business or Commercial Use, nor shall any enterprise of a commercial nature be permitted to exist thereon; except as otherwise provided herein. Any rental of the Leased Premises in violation of this Lease, including for any Commercial Use, shall result in the termination of the Lease upon notice to LESSEE.
  - 1.2.a. **Rental Agreement Subordinate.** Any rental of the Leased Premises shall be subordinate to the terms of this Lease regardless of whether specified in such rental agreement, and shall terminate upon the termination of this Lease for any reason whatsoever.

**C. LEASE TERM/RENEWAL**

1.1 **Term.** The term of this Lease shall be 7 years.

**D. RENTAL RATE**

1.1 **Annual Rent Formula.** The annual rent shall be calculated as follows:

1.1.a. **Rent.** The initial annual lease payment shall be calculated at four percent (4%) of the Appraised Value of the Leased Premises as set forth herein.

$$(4\% \text{ rental rate}) \times (\text{2013 appraised land value}) = \text{2015 rent}$$

The 2013 appraised land value for your cottage site is \$310,000.00. Based on this land value and the formula above, your initial annual lease payment shall be \$12,400.00.

1.1.b. **Reappraisal during Lease Term.** The Leased Premises shall be reappraised at approximately five (5) year intervals on a schedule established by LESSOR. The appraisal shall be compliant with the Uniform Standards of Professional Appraisal Practice (2010-2011 Edition, or subsequent editions then in effect), ("USPAP"). The value of the Leased Premises for purposes of calculating rent shall be adjusted for the lease year immediately following the year in which the appraisal is performed in order to reflect the market value of the Leased Premises established by the reappraisal. Rent for said year shall be calculated at four percent (4%) of the reappraised value of the Leased Premises.

1.1.b.i. **LESSEE's Right to Dispute Appraisal.** In the event LESSEE objects to the reappraisal determining the appraised value of the Leased Premises within forty-five (45) days of the mailing of notice by LESSOR to LESSEE of the reappraised value of the Leased Premises, then LESSEE shall file with the Director of the Department of Lands a statement clearly objecting to the reappraisal within said forty-five (45) day period. A LESSEE shall have the right to request and receive a copy of the reappraisal affecting the specific premises the subject of this Lease, and none other. The reappraisal shall remain the property of LESSOR and shall be used by LESSEE only for the purposes of determining whether to object to the reappraisal. If an objection to the reappraisal is timely filed with the Director, then the Department of Lands shall hire a second appraiser to review the reappraisal in accordance with USPAP standards. The appraiser hired to review the reappraisal (the "reviewer") must apply the appraisal review methods and techniques that are necessary for credible assignment results. When necessary for credible assignment results in the review of analyses, opinions, and conclusions, the reviewer must: (i) develop an opinion as to whether the analyses are appropriate within the context of the requirements applicable to that work; (ii) develop an opinion as to whether the opinions and conclusions are credible within the context of the requirements applicable to that work; and (iii) develop the reasons for any disagreement. LESSEE shall be responsible to pay the costs of the reviewer at the time of filing the objection if such cost can be determined at such time; otherwise, LESSEE shall pay such cost prior to the actual appraisal review. Failure to pay such cost for the reviewer shall result in a withdrawal of LESSEE's objection to the reappraisal. If the reviewer determines that the reappraisal the subject of review is not compliant with USPAP standards, then the noncompliant reappraisal shall be of no further effect, and LESSOR shall hire, at LESSOR's cost, a new appraiser to reappraise the Leased Premises consistent with USPAP standards. LESSEE shall then have the same right to object to any such subsequent reappraisal within forty-five (45) days of notice of such subsequent reappraisal as set forth above until a reappraisal satisfies USPAP standards.

1.1.c. **Annual Market Value Adjustment.** The market value of the Leased Premises shall be adjusted each year following the commencement of the lease year, and beginning one year following the year in which any reappraisal becomes effective for purposes of calculating rent. The value of the Leased Premises shall be adjusted upwards, but never downwards, using the "Consumer Price Index, Urban, U.S. City Average, All Items 1982-

1984=100" (as published by the United States Bureau of Labor Statistics at [www.bls.gov/cpi/](http://www.bls.gov/cpi/) for the twelve months preceding preparation of the annual billing)("CPI"), by multiplying the appraised value, or the adjusted value for the immediately preceding year, by a fraction, the numerator of which is the CPI for the month of the year in which the calculation is made, and the denominator of which is the CPI for the same month of the previous year, not to exceed a four percent (4%) increase of the appraised value or the adjusted value of the Leased Premises from the prior year ("cap"); provided however, that the cap on the annual adjusted value shall not in any way limit or affect the market value of the Leased Premises as determined by any appraisal or reappraisal as provided in Section D.1.1.b, above. Rent for each such year shall be calculated at four percent (4%) of such adjusted value.

**1.1.d. Billing Statement.** Changes in the annual rent will be reflected on the annual billing statement that shall be mailed by LESSOR to LESSEE at LESSEE's address of record at least 30 days prior to the due date on the billing statement.

**1.2 Rental Payment Due.** Rent accrues and shall be due and payable in full in advance on or before January 1 of each year; or, in the alternative, provided one-half (½) of the rent is paid on or before January 1, then LESSEE may pay the second one-half (½) of the rent due on or before June 1, together with a deferred rent charge in the amount of 3% of the deferred payment. LESSEE shall pay the annual rental to LESSOR without abatement, offset, or deduction of any kind.

**1.3 Valuation.**

**1.3.a. Valuation Process.** The Leased Premises shall be valued by a qualified licensed appraiser hired by LESSOR. The Land Board may adopt a valuation process that does not require each lot to be individually valued or appraised each year; methods which annually value representative lots or annually apply an indexing value may be adopted.

**1.3.b. Reserved Right of Valuation.** LESSOR reserves the final right to determine the value of the Leased Premises or any portion thereof in accordance with its fiduciary duties under Article IX, Section 8 of the Idaho Constitution.

**1.3.c. Adjustment of Lot Valuation.** If a portion of the Leased Premises is sold, exchanged or reconfigured pursuant to paragraph N.1.1.h or paragraph N.1.1.i, the value of the Leased Premises shall be determined by a qualified licensed appraiser hired by LESSOR, and the rental rate shall be adjusted to account for the effect, if any, of any sold, exchanged or reconfigured portion of the Leased Premises in the year of any such sale, exchange or reconfiguration; and, if there is any reduction in the value of the Leased Premises due to such adjustment, the annual lease payment shall be adjusted for the remaining portion of the lease year, and LESSEE shall be credited in the amount of the prorated effect on the annual lease payment paid, or such prorated portion may be returned to LESSEE, in LESSOR's discretion. If the value of the Leased Premises is increased as a result of any such reconfiguration, then LESSEE shall pay rent in an additional amount to reflect the increase in value to the Leased Premises within thirty (30) days of receiving notice of such additional rental amount by LESSOR.

**1.4 Late Charge and Interest.** If annual rental is not paid in full by the due date, LESSOR may declare a default and terminate the Lease upon thirty (30) days written notice to LESSEE. In the event any rent due hereunder is not paid in full when due, LESSEE shall pay, in addition to such rent, a late charge in the first calendar month of such delinquency the amount of Twenty Five Dollars (\$25.00) or one percent (1%) of the unpaid rent, whichever is greater. For each subsequent calendar month, or any portion thereof, of such delinquency, LESSEE shall pay an additional late charge equal to one percent (1%) of the then unpaid rent, plus interest.

The parties acknowledge and agree that the late charge described herein is a reasonable attempt to estimate and to compensate LESSOR for higher administration costs associated with administering such late payments and is not intended as a penalty. By assessing this late charge, LESSOR does not waive any right to declare a breach and to pursue any right or remedy available to LESSOR by reason of such breach, after expiration of any applicable notice or cure

period. Payments shall be applied first to late charges and interest accruing to the date of payment, and then to the reduction of the outstanding principal amount of rent owing.

- 1.5 **Lien.** The amount of the unpaid rent, late charge, and interest, together with all other amounts due and owing by LESSEE to LESSOR pursuant to this Lease, shall be a lien on LESSEE's Personal Property and Non-Approved Personal Property and Personal Belongings on the Leased Premises which shall have priority over all other liens, mortgages, deeds of trust, security interests, encumbrances or other similar instruments or transactions.
- 1.6 **Land Transaction.** At any time during the term of this Lease, LESSEE may apply to acquire the Leased Premises through a land exchange or auction, which may be agreed to by LESSOR, in LESSOR's sole discretion. In the event of a pending sale or exchange transaction, LESSEE shall continue to timely pay and fulfill all other terms and conditions of this Lease until such time as a sale or exchange is consummated. If a sale or exchange occurs during the term of this Lease, the lease payment shall be prorated through the date of closing or consummation of such sale or exchange; provided however, that if the date of closing or consummation of such sale or exchange occurs on any day of a particular month, then entire month shall be used for purposes of calculating the proration as if such closing occurred on the last day of such month.

## **E. ASSIGNMENT**

### **1.1 Assignment Generally.**

- 1.1.a. **Assignment.** LESSEE shall not assign the Lease, or any interest therein, without obtaining the prior written consent of LESSOR, which consent may be withheld in LESSOR's sole discretion. LESSEE shall provide to LESSOR, for LESSOR's review, a copy of all assignment documents and agreements. If LESSOR consents to the assignment of this Lease; (i) LESSEE shall remain liable to LESSOR for full performance of LESSEE's obligations unless LESSOR shall approve the release as provided in Section E.1.2 below; (ii) the assignee of LESSEE ("Assignee"), by accepting the assignment of this Lease, does assume, and shall be deemed to have assumed, all of LESSEE's obligations under this Lease, and agrees to abide by all terms and conditions of this Lease; and (iii) such assignment shall be subject to the terms and conditions of this Lease. If LESSEE transfers or assigns its interest in the Lease, or any interest therein, following the written approval of LESSOR, LESSEE shall provide to LESSOR one true and correct executed copy of all assignment documents and agreements, including any purchase agreement, contract of sale or assignment, signed and acknowledged by LESSEE and Assignee. LESSOR may require additional documentation as LESSOR deems appropriate. Any assignment executed without LESSOR's prior written consent shall be void and unenforceable at the option of LESSOR and may result in the termination of this Lease upon notice to LESSEE.
- 1.1.b. **Necessary Forms.** LESSEE shall provide prior written notice to LESSOR, and must receive the prior written consent of LESSOR, prior to LESSEE's execution of any assignment, mortgage, deed of trust or security interest which may affect LESSEE's leasehold interest or any Personal Property and Non-Approved Personal Property owned by LESSEE, using forms provided by LESSOR and accompanied by a processing fee in such amount as determined from time to time by any applicable rule or policy of LESSOR.
- 1.1.c. **Good Standing Required.** No request for LESSOR's approval of any assignment or release will be considered unless all rent due, late payment charges, and interest have been paid in full, and LESSEE is in good standing under all other terms and conditions of the Lease.
- 1.1.d. **Personal Property.** Upon an approved assignment, the ownership of all existing Personal Property and Non-Approved Personal Property of LESSEE under this Lease may be separately negotiated between LESSEE and such Assignee; provided however, that ownership of any Personal Property and Non-Approved Personal Property which remains on the Leased Premises after such assignment shall be presumed and treated by LESSOR as being owned by Assignee for all purposes under this Lease, including,

but not limited to, the obligation for the removal thereof in accordance with this Lease, together with the duty to Restore the Leased Premises, and relating to the enforcement of any term, condition or payment, due or owing by LESSEE, as well as any payment which may be made to LESSEE, if any, under paragraph K.1.4.c. below, relative to any such Personal Property, and Assignee shall be responsible for all such duties and obligations relative to the Personal Property and Non-Approved Personal Property regardless of any agreement between LESSEE and Assignee therefor.

- 1.1.e. Specific Transaction Only.** Any consent or acknowledgment by LESSOR herein provided or hereafter given to any act or assignment, mortgage, deed of trust, security interest, pledge, or encumbrance in LESSEE's leasehold interest or to Personal Property and Non-Approved Personal Property shall be held to apply only to the specific transaction thereby approved. LESSEE shall be obligated to obtain the immediate release of any instrument, lien or encumbrance caused by, or related to, LESSEE which may be recorded against LESSEE's interest in the Leased Premises or any Personal Property or Non-Approved Personal Property without LESSOR's prior written consent or otherwise in violation of the terms of this Lease.
- 1.1.f. Assignment to Natural Persons.** An assignment of this Lease shall be limited to natural persons. In the event LESSEE's interest in this Lease is to be passed to LESSEE's heirs and successors through probate, any such transfer or assignment must be approved by LESSOR, which approval shall not be unreasonably withheld.

## **1.2 Release.**

- 1.2.a. No Release for Assignment.** No assignment shall act as a release of LESSEE's obligations hereunder unless LESSOR executes a separate written Release of LESSEE. LESSOR has no obligation to release LESSEE, and LESSOR may withhold such release at LESSOR's sole discretion. Assignments of this Lease must be done on forms provided by LESSOR.
- 1.2.b. Request for Release upon Assignment.** If LESSEE assigns its interest in this Lease and if LESSEE desires to be released from its obligations under this Lease, LESSEE shall provide a written request to LESSOR requesting that LESSEE be released from all obligations arising under this Lease from and after the date of such assignment, together with a copy of the fully executed assignment and assumption of Lease whereby LESSEE assigned its interest in the Lease to Assignee and Assignee assumed all of LESSEE's obligations under this Lease, agreed to be solely responsible for all of the obligations of LESSEE under this Lease, and such other information as LESSOR may reasonably request ("Release Request"). LESSOR shall have sixty (60) days after receipt of the Release Request to either (i) grant the Release Request, in which event LESSEE shall be released from all obligations arising under this Lease from and after the date of such assignment, or (ii) deny the Release Request, in which event LESSEE shall remain liable to LESSOR under this Lease; provided however, that the failure to grant the Release Request within sixty (60) days shall be deemed a denial. LESSOR's denial of a Release Request shall not invalidate or void the assignment and shall not prohibit LESSEE from making subsequent Release Requests thereafter. A request for release upon assignment shall be granted or denied within LESSOR's sole discretion.

## **1.3 Leasehold Mortgage.**

- 1.3.a. Leasehold Mortgage.** LESSEE shall not allow any mortgage, deed of trust or security interest, lien, encumbrance or other similar instrument or transaction ("Leasehold Mortgage"), to be filed or recorded in the Office of the Department of Lands, with any County Recorder's Office, or with the Office of the Secretary of State without first obtaining LESSOR's prior written consent therefor, which consent may be withheld or denied in LESSOR's sole discretion. Any Leasehold Mortgage may only encumber LESSEE's leasehold interest in this Lease and/or LESSEE's interest in any Personal Property owned by LESSEE, provided such Leasehold Mortgage is properly perfected, including in the office of the Secretary of State, and provided the Leasehold Mortgage acknowledges LESSOR's priority in any proceeds of Personal Property and Personal



Belongings as provided for in this Lease, including, but not limited to, Section K. Personal Property shall retain its character as personal property of LESSEE. The Leasehold Mortgage shall terminate upon the termination of this Lease for any reason, and such Leasehold Mortgage shall not encumber or require subordination of LESSOR's fee title to the Leased Premises. Any Leasehold Mortgage shall be limited to the amount of an appraisal of the Personal Property by the lender of the Personal Property, and subject to approval of the appraisal and amount by LESSOR. In the event LESSEE breaches its obligations under this Lease, LESSOR agrees to provide the holder of such Leasehold Mortgage ("Lienholder") with a copy of any Notice of Breach and/or Notice of Termination provided by LESSOR to LESSEE under Section Q below, provided LESSEE has provided LESSOR with the name and address for such Lienholder prior to the date of such notice. In the event Lienholder shall consist of more than one person or entity, Lienholder shall provide notice to LESSOR identifying one such person or entity which shall receive notice from LESSOR, and which notice to said person or entity shall constitute notice upon each and every person or entity constituting Lienholder; otherwise, if Lienholder does not identify any one person or entity for the receipt of notice, then notice upon any one person or entity constituting Lienholder shall constitute notice on all persons and entities constituting Lienholder. Lienholder shall have the right to cure any default or breach specified in the Notice of Breach or Notice of Termination during the same time allowed to LESSEE or within thirty (30) days after the receipt of said notice by the Lienholder, whichever is greater. Upon the termination of this Lease for any reason, the Leasehold Mortgage shall terminate and LESSEE shall immediately acquire the written release in recordable form (and record and/or file the same in any office as may be required) to effect the release of any Leasehold Mortgage or lien of any kind affecting any interest of LESSEE in the Lease, the Leased Premises, and/or in any Personal Property and Non-Approved Personal Property thereon. Lienholder shall acknowledge this requirement in the Leasehold Mortgage, and shall, upon the execution of a Leasehold Mortgage involving LESSEE or this Lease, agree to, and shall, immediately release any Leasehold Mortgage upon the termination of this Lease. Notwithstanding the foregoing, a Leasehold Mortgage may remain upon LESSEE's leasehold interest in the Lease or LESSEE's Personal Property interest upon an assignment approved in writing by LESSOR of all of LESSEE's interest in the Lease and all Personal Property and Non-Approved Personal Property upon the Leased Premises provided such assignment specifically provides therefore, and provided further, that any such assignment is approved by both Lienholder and LESSOR, which approval or consent may be withheld in LESSOR's sole discretion.

- 1.3.b. Leasehold Mortgage Subject to Terms.** Any mortgage, deed of trust, lien, encumbrance or other similar transaction approved by LESSOR shall be subject to the Lease and each and every term, covenant, condition, and restriction set forth in this Lease, and in addition, shall be subject to all rights and interests of LESSOR.

**F. ENVIRONMENTAL, SAFETY AND SANITARY REQUIREMENTS**

- 1.1 No Hazardous Materials.** LESSEE shall neither commit nor permit the use, placement, transport or disposal of any hazardous waste, including petroleum products, such as oil, gasoline, or any other substance that is or is suspected to be a hazardous substance or material, not including the following materials kept for LESSEE's own residential use and only in small quantities: gasoline not to exceed fifteen (15) gallons related to the use or enjoyment of their property for uses such as lawnmowers, snow machines and small water craft; kerosene; heating oil; propane tanks or other commercial sources of heating; and other household cleaners; solvents; paints and similar materials not otherwise prohibited by law. LESSEE shall be responsible and shall pay all costs for the removal and/or the taking of all other necessary or appropriate remedial action regarding any hazardous waste, substance or material which LESSEE may have caused to be introduced to or upon the Leased Premises. Any such remediation or removal or storage must be conducted in accordance with applicable federal, state, or local law, regulation, rule and ordinance, and LESSEE shall immediately, upon the introduction of any hazardous waste, substance or material onto the Leased Premises, contact LESSOR and the Idaho Department of Environmental Quality (DEQ), provided however, LESSEE shall not forestall commencing any necessary remediation while negotiating the terms of any consent order with DEQ unless LESSEE is so authorized in writing by LESSOR. LESSEE shall

indemnify, defend and hold LESSOR harmless from all costs, expenses, damages or fines relating to pollution and hazardous substances and materials including, without limiting the generality of the foregoing, attorney fees and costs of defense and enforcement of LESSOR's rights hereunder.

- 1.2 **Fire and Safety Regulations.** LESSEE shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, including, but not limited to, those of the Idaho Department of Lands for fire protection and prevention, and shall at all times observe reasonable precautions to prevent fire on the Leased Premises. LESSEE agrees to keep the Leased Premises free from fire hazards. Firewood storage shall be confined to a location, away from the Residence. Roofs shall be kept clear of all debris and needles on a regular basis to minimize fire hazard. LESSEE is prohibited from burning garbage or household trash. Any burning on the Leased Premises, including the burning of wood, weeds or other debris, but excepting simple campfires necessary for the use under this Lease, requires the prior written permission of LESSOR. Any burning must comply with all applicable federal, state or local laws, regulations, rules and ordinances. Barbecue devices designed for use out of doors are permitted.
- 1.3 **Sanitary Requirements.** LESSEE shall at all times keep the Leased Premises in a clean and sanitary condition, free of trash, garbage and litter. LESSEE shall not dispose of sewage except in conformity with all applicable federal, state, and local laws, rules, regulations and ordinances pertinent to LESSEE's use, and shall dispose of sewage on the Leased Premises only if specifically authorized by LESSOR and the local governmental which would otherwise have jurisdiction over such matters. LESSEE shall not store, dispose of, or otherwise maintain trash, garbage, litter, unused or discarded household items, or unlicensed or abandoned vehicles, boats or trailers on the Leased Premises, and shall dispose of all such trash, garbage or other items in conformity with all legal requirements. LESSEE shall be responsible for all costs associated with sewage, garbage and litter disposal. LESSOR may require LESSEE to furnish a certificate or other satisfactory proof of compliance with applicable laws, rules, regulations and ordinances.

**G. NO WARRANTY OF SUITABILITY; QUIET ENJOYMENT**

- 1.1 **No Warranty.** LESSEE acknowledges that neither LESSOR, nor any agent of LESSOR has made any representation or warranty with respect to the Leased Premises or concerning the suitability of the Leased Premises for the uses intended by LESSEE, or concerning any access or the condition of such access to the Leased Premises. LESSEE acknowledges that it has accepted the Leased Premises together with access thereto in an AS IS CONDITION, accepting any and all known and unknown faults therein.
- 1.2 **Quiet Enjoyment.** LESSOR agrees that LESSEE, upon payment of the rent and performing the terms of this Lease, may quietly have, hold and enjoy the Leased Premises, for the purposes and uses allowed hereunder during the term hereof. LESSEE acknowledges that the Lease is non-exclusive, and LESSOR retains the right to use the Leased Premises, or to grant rights to others for use of the Leased Premises, or to authorize the public to use the Leased Premises, to the extent any such use is not incompatible with LESSEE's purpose and uses allowed hereunder.
- 1.3 **Use Limited to Site.** LESSEE shall confine all Personal Property, Non-Approved Personal Property and Personal Belongings, vehicles, and pets to the Leased Premises. No trespass onto adjacent property, whether state land or private, will be permitted and may result in the termination of this Lease.

**H. WATER DEVELOPMENT**

- 1.1 **Water Development.** LESSEE shall be entitled to water for domestic purposes only insofar as natural springs, streams, lakes, existing wells or water systems serving the Leased Premises are capable of supplying the same and are not subject to a prior right or claim that prevents its lawful appropriation for use on the Leased Premises. LESSEE shall neither drill and use a water well nor develop and use any source of water without the prior written consent of (i) LESSOR or its authorized agent, and (ii) any department or agency of the State of Idaho having jurisdiction to regulate water rights. LESSOR shall not unreasonably withhold consent for LESSEE to drill a well or develop another appropriate water source or to seek any necessary permits for the same, where such drilling or other development is necessary to either provide or restore a domestic

water source for the Leased Premises. All water rights with respect to the Leased Premises shall be taken in the name of the State of Idaho. LESSEE shall not cause any water to be conveyed off the Leased Premises.

**I. LANDSCAPING AND REMOVAL OF VEGETATION**

**LESSOR Consent Required.** LESSEE shall neither landscape nor remove any vegetation, including trees (with the exception of Hazard Trees as otherwise provided herein), from the Leased Premises without the prior written consent of LESSOR or its authorized agent. Landscaping shall constitute non-creditable improvements by LESSEE. The Personal Property, Non-Approved Personal Property, Improvements and Leased Premises shall be maintained by LESSEE to reduce fire hazards and to provide a natural, but managed appearance. The identification and felling of any Hazard Tree on the Leased Premises is the responsibility of LESSEE. Following the identification of any Hazard Tree, and prior to the felling thereof; LESSEE shall obtain the express written consent of LESSOR; provided however, that LESSEE may take immediate action to remove any hazardous tree that poses immediate danger to life or property without first contacting LESSOR, but shall so notify LESSOR within five (5) days thereafter.

**J. NOXIOUS WEEDS**

**LESSEE Obligations.** LESSEE shall cooperate with LESSOR or any other agency authorized to undertake programs for the control and eradication of noxious weeds. LESSEE shall take measures to control noxious weeds on the Leased Premises in accordance with Title 22, Chapter 24, Idaho Code.

**K. PERSONAL PROPERTY**

**1.1 Construction of Personal Property - Prior Consent of LESSOR Required.**

**1.1.a. Generally.** Without having secured the prior written consent of LESSOR, plus the prior written consent of any other department or agency of the State of Idaho having jurisdiction under the circumstances, and subject to applicable CC&Rs, if any, LESSEE or LESSEE's agents, shall not place, effect or erect any Personal Property, including any road, on the Leased Premises; shall not place or build any dock, piling, quay, mooring device or boathouse, in or on the water frontage adjacent to the Leased Premises; shall not place any houseboat in the water adjacent to the Leased Premises; and, shall not make any excavation in, fill upon, or alteration of any lake or stream bed adjacent to the Leased Premises.

**1.1.b. Procedures to Obtain LESSOR's Consent.** LESSEE may erect, affix or attach Personal Property upon the Leased Premises only after written consent has first been granted by LESSOR in accordance with this Lease. LESSEE must furnish a complete set of construction plans and accurate plot plans of all proposed Personal Property contemplated and shall submit those plans and drawings to LESSOR or LESSOR's designee. LESSOR shall make a decision to approve or disapprove any requested Personal Property with or without conditions within one hundred twenty (120) days after LESSEE submits all necessary permits, approvals and plans reasonably required to be submitted to LESSOR; provided however, that the failure of LESSOR to affirmatively approve any plans submitted by LESSEE hereunder shall be deemed a denial by LESSOR. Once the construction plans are approved and permitted by LESSOR, then LESSEE shall construct the Personal Property within two (2) years of approval in compliance with the approved plans and all applicable building codes, rules, laws, ordinances and CC&Rs; failure to construct within the two (2) years shall result in approval to construct being revoked; and failure to construct in accordance with the plans or in accordance with applicable laws shall result in a default of the Lease. Consent is not required for ordinary maintenance and repairs to existing Personal Property as needed from time to time; provided however, the replacement of any Personal Property shall require LESSOR's prior consent and compliance with the procedures set forth herein.

**1.1.c. Non-Approved Personal Property.** Any Non-Approved Personal Property shall be subject to immediate removal by LESSEE following notice by LESSOR. LESSOR or its authorized agent reserves the right to remove any Non-Approved Personal Property, with

the cost of such removal or abatement to be charged to LESSEE and to remain a debt of LESSEE to LESSOR until the same is paid. The failure of LESSOR to remove or abate or to cause removal or abatement of the same shall in no way be deemed a waiver of LESSEE's obligation to remove such Non-Approved Personal Property, or LESSOR's right to remove or abate the same.

- 1.1.d. Personal Property Below the Ordinary High Water Mark.** Any Personal Property consisting of a dock, piling, quay, mooring device, boathouse, fill, alteration or encroachment of any kind below the ordinary high water mark of the lake shall require a lake encroachment permit from the Idaho Department of Lands, pursuant to the Idaho Lake Protection Act, I.C. §§ 58-1301, *et seq.*, and the common law Idaho Public Trust Doctrine. See, I.C. §§ 58-1201, *et seq.* It shall be the responsibility of LESSEE to secure any lake encroachment permit through the normal administrative process of the Department of Lands. This Lease shall not in any way be construed as consent or entitlement to any such permit or encroachment.
- 1.2 Cost of Personal Property and Non-Approved Personal Property.** Any Personal Property and Non-Approved Personal Property constructed by or at the request of LESSEE, including, but not limited to, the construction or maintenance of any path, road or access over or upon the Leased Premises or off of the Leased Premises over or upon other or adjacent property whether or not such other property is owned by LESSOR, shall be constructed at LESSEE's own cost and expense and without contribution by LESSOR unless LESSOR and LESSEE enter into a prior written cost sharing agreement for construction thereof.
- 1.3 Other Requirements.**
- 1.3.a. Setbacks.** Construction standards and setbacks shall be in accordance with adopted policy of the Idaho Department of Lands and consistent with CC&Rs, if any, in place at the time of construction.
- 1.3.b. Fences.** Fences and gates on the Leased Premises shall not be permitted except upon the prior written consent from the Director of the Idaho Department of Lands, and then only to prevent encroachment from private lands, and to the extent consistent with any applicable CC&Rs.
- 1.4 Treatment of Personal Property, Non-Approved Personal Property and Personal Belongings upon Lease Expiration, Termination, Cancellation, or Abandonment.**
- 1.4.a. Upon Default by LESSEE.** 1) Upon the default of LESSEE of any of the terms of the Lease and LESSEE's failure to cure in accordance with Section Q.1.1, LESSOR may elect to terminate this Lease and to require LESSEE to remove all Personal Property and Non-Approved Personal Property and Personal Belongings on the Leased Premises, and to require LESSEE to Restore the Leased Premises at LESSEE's sole cost and expense; or, LESSOR may terminate this Lease and remove such Personal Property and Non-Approved Personal Property and Personal Belongings, and Restore the Leased Premises. LESSEE shall be responsible for the cost of removal and Restoration of the Leased Premises, the same to remain a debt of LESSEE to LESSOR until paid. LESSEE shall also be responsible for all costs associated with the removal of any or all of the Personal Property and Non-Approved Personal Property and Personal Belongings. LESSEE shall also be responsible for all collection costs including, but not limited to, attorney fees, costs and interest. 2) In the alternative to removal of the Personal Property, Non-Approved Personal Property and Personal Belongings upon default by LESSEE, LESSOR may place the Leased Premises together with any remaining Personal Property, Non-Approved Personal Property, and Personal Belongings left by LESSEE for re-lease or for sale in LESSOR's sole discretion in accordance with applicable law. Any amount to be paid to or for the benefit of LESSEE for Personal Property shall be paid less the amount of all sums due and owing to LESSOR by reason of LESSEE's default, together with all costs and expenses incurred by LESSOR as result of LESSEE's default. If LESSEE or an affected Lienholder fails to cure any default of the Lease prior to the termination of the Lease, or at the time of the auction, whichever first occurs, the Leasehold Mortgage shall terminate and be of no further force or effect, in

which event, LESSEE shall cause the Leasehold Mortgage to be released of record in any records of the Department of Lands, County Records, or Secretary of State's office, where applicable; Lienholder shall also be required to, and shall cause the Leasehold Mortgage to be released of record in any records of the Department of Lands, County Records, or Secretary of State's office, where applicable. Any costs and expenses incurred by LESSOR by reason of LESSEE's default, including, but not limited to, costs to remove any Personal Property, Non-Approved Personal Property and Personal Belongings, the costs of Restoration of the Leased Premises, attorney fees, collection costs, interest, unpaid rent, costs of appraisals, auction costs, and any other amounts owed by LESSEE to LESSOR shall have priority over, and shall be deducted from, any amount due to LESSEE following any exchange or public auction of the Leased Premises and Personal Property; and all such costs and expenses shall have priority over any Leasehold Mortgage affecting any Personal Property and Non-Approved Personal Property. In the event any amount is found owing to LESSEE following a successful exchange or public auction following reimbursement of all amounts due LESSOR by reason of LESSEE's default, then LESSOR shall pay any such remaining amount to LESSEE or to any Lienholder on behalf of, or for the benefit of, LESSEE. LESSOR shall not be obligated in any way to determine the validity or invalidity of any Leasehold Mortgage or other lien payment made to a holder of any Leasehold Mortgage or other lien of record.

**1.4.b. Upon Non-Renewal by LESSOR.** Should LESSEE apply to renew this Lease upon terms offered by LESSOR, which application shall be subject to the conflict auction requirements of Idaho Code § 58-310, with application filed in the office of the Director of Lands no later than April 30 of the year of the expiration of the Lease and such application be denied, and if LESSOR does not either exchange the Leased Premises or place the Leased Premises and Personal Property for auction for re-lease or sale at or prior to the natural expiration of the Lease, whether any auction thereof is successful, then LESSOR shall purchase the Personal Property valued as of the effective date of expiration. LESSOR shall have no duty to purchase the Personal Property of LESSEE if another applicant or bidder attains the lease as a result of any public auction of the lease.

**1.4.c. Upon Expiration or Termination with No Application to Renew.** In the event this Lease terminates or expires or is to terminate or expire for any reason, other than a default by LESSEE, without LESSEE having made application to renew filed in the office of the Director of Lands no later than April 30 of the year of the expiration of the Lease, LESSOR shall have the right to elect, among any other remedies provided by this Lease, at law or in equity, the following:

1.4.c.i LESSOR may require LESSEE to remove all Personal Property and Non-Approved Personal Property and Personal Belongings placed or caused to be placed upon the Leased Premises prior to or following the termination or expiration of this Lease, and LESSOR may require LESSEE to Restore the Leased Premises at LESSEE's sole cost and expense; or, LESSOR may remove any such Personal Property, Non-Approved Personal Property and/or Personal Belongings upon such termination or expiration of the Lease and charge the cost of removal and/or Restoration of the Leased Premises to LESSEE, the same to remain a debt of LESSEE to LESSOR until paid. LESSEE shall also be responsible for all collection costs, including, but not limited to, attorney fees and interest. Any costs and expenses incurred by LESSOR, including, but not limited to, costs to remove any Personal Property, Non-Approved Personal Property, Personal Belongings, together with all costs of Restoration of the Leased Premises, attorney fees, collection costs, costs of appraisals, interest, unpaid rent and any other amounts owed by LESSEE to LESSOR, shall have priority over, and shall be deducted from, any amount due to LESSEE; and any Leasehold Mortgage in LESSEE's leasehold interest or in any Personal Property and Non-Approved Personal Property shall terminate and be of no further affect upon the expiration or termination of the Lease; or,

1.4.c.ii LESSOR may attempt to re-lease, sell or exchange the Leased Premises, including the sale of the Personal Property, Non-Approved Personal Property

allowed to remain, and any Personal Belongings left on the Leased Premises for a minimum bid which may include the Appraised Value of the Personal Property at the time of such auction for re-lease, sale or exchange. If the Lease has not yet terminated or expired, and provided that any Leasehold Mortgage is not then in default and is current, then the proceeds from the sale of such Personal Property shall be distributed to or for the benefit of LESSEE by payment to any Lienholder following the reimbursement to LESSOR of any amounts owing by LESSEE to LESSOR, including the reimbursement of costs and expenses incurred for the public auction.

With the exception of paragraph K.1.4.b., or upon LESSOR's express option to purchase any of the Personal Property provided in paragraph K.1.4.c.ii, LESSOR shall not under any circumstance be obligated to pay any value to LESSEE for any Personal Property or Non-Approved Personal Property or Personal Belongings, or otherwise; any such obligation to pay LESSEE the Appraised Value for the Personal Property, if any, shall be solely that of the subsequent lessee, purchaser at auction, or party to an exchange, if any. The new lessee, purchaser or exchanging party shall make the required payment to LESSEE at the time of any successful exchange or auction, or reasonable closing period set therefor.

- 1.4.d. Non-Approved Personal Property.** Non-Approved Personal Property is a breach of this Lease. Any Non-Approved Personal Property shall be removed by LESSEE at LESSEE's sole cost and expense upon demand by LESSOR. Upon the expiration of the Lease term, if any Non-Approved Personal Property remains on the Leased Premises, then LESSOR may require LESSEE to remove the Non-Approved Personal Property and Restore the Leased Premises at LESSEE's cost, or LESSOR may remove any such Non-Approved Personal Property and charge the cost of removal and Restoration of the Leased Premises to LESSEE, the same to remain a debt of LESSEE to LESSOR until paid. LESSEE shall be responsible for all costs associated with the removal of any and all Non-Approved Personal Property which LESSOR removes or requires LESSEE to remove, including, but not limited to, the cost of removal and Restoration of the Leased Premises. LESSEE shall also be responsible for all costs incurred by LESSOR relating to such removal and Restoration of the Leased Premises, including, but not limited to, attorney fees, costs and interest. Any payment received by LESSOR for any Non-Approved Personal Property remaining on the Leased Premises, obtained via public auction or otherwise, shall belong to LESSOR.
- 1.4.e. Abandonment and Forfeiture of Personal Property, Non-Approved Personal Property and Personal Belongings.** Should any Personal Property, Non-Approved Personal Property or Personal Belongings of LESSEE be abandoned, such abandoned Personal Property, Non-Approved Personal Property and Personal Belongings may be removed by LESSOR at LESSEE's sole cost and expense, such to be a debt of LESSEE to LESSOR until paid. In the event of Abandonment, such Personal Property, Non-Approved Personal Property and Personal Belongings so abandoned shall, in LESSOR's sole discretion, be forfeited to LESSOR, and LESSEE shall not be entitled to any payment therefore, either by LESSOR or by any subsequent lessee or purchaser or exchange. Non-Approved Personal Property shall be deemed abandoned immediately upon expiration or termination of the Lease for any reason.
- 1.4.f. Reentry Following Any Termination of Lease, Maintenance and Removal.** LESSEE shall have no right to reenter the Leased Premises following the expiration or termination of this Lease for any reason, including for purposes of maintenance or removal of any Personal Property and Non-Approved Personal Property or Personal Belongings, without obtaining a land use permit or other written consent of LESSOR, and the payment of an entry fee to be set by LESSOR. LESSEE shall pay the fair rental value for the Leased Premises for any period in which LESSEE's Personal Property, Non-Approved Personal Property or Personal Belongings remain on the Leased Premises following any termination of the Lease, including any period in which a land use permit is in effect. The land use permit or other written consent to reenter the Leased Premises shall identify the purpose for re-entry, fee, and length of time permitted, insurance required, and any

security required, and any terms and conditions required by LESSOR in LESSOR's sole discretion.

- 1.5 LESSOR's Right of Sale, Exchange or Reconfiguration Affecting Personal Property and Non-Approved Personal Property.** In the event of a sale or exchange by LESSOR of all or any portion of the Leased Premises during the term of this Lease pursuant to the rights reserved by LESSOR under paragraph N.1.1.h hereof or reconfiguration by LESSOR pursuant to the rights reserved by LESSOR under paragraph N.1.1.i hereof, LESSEE hereby covenants to deliver immediate possession of the Leased Premises so sold, exchanged or excluded from the Leased Premises by reconfiguration unto LESSOR, or to the person or party as may be specified in writing by LESSOR or LESSOR's designee. In the event of such sale, exchange or reconfiguration by LESSOR, LESSEE shall have the rights provided by Idaho Code § 58-313, with respect to any affected Personal Property placed upon the Leased Premises by LESSEE; but LESSEE shall not be entitled to compensation with respect to any Non-Approved Personal Property, or for Improvements belonging to LESSOR. Any obligation to make any payment to LESSEE for Personal Property shall be offset by any amounts owing by LESSEE to LESSOR, and for any and all reasonable costs, including attorney fees, necessary to remove any and all Non-Approved Personal Property. In the event of any sale, exchange or reconfiguration during the continuance hereof, LESSEE hereby covenants to deliver immediate possession of the Leased Premises so sold, exchanged or reconfigured unto LESSOR, or to the person or party as may be specified in writing by LESSOR or its authorized agent upon payment for the Personal Property as provided herein.
- 1.6 Risk of Loss.** All risk of loss for any and all Personal Property, Non-Approved Personal Property, Improvements and Personal Belongings shall be borne by LESSEE during the term of this Lease, and for the loss of any and all Personal Property, Non-Approved Personal Property and Personal Belongings for any period of time following the termination or expiration of this Lease for any purpose while LESSEE claims any interest thereto.

**L. NO LIENS**

**Liens Prohibited.** LESSEE shall ensure that full payment is made for any and all materials joined or affixed to the Leased Premises pursuant to this Lease and for any and all persons who perform labor on the Leased Premises at the request or on account of LESSEE. With the exception of approved deeds of trust or mortgages, LESSEE shall not permit or suffer any liens, including any mechanics' lien or material supplier lien, of any kind or nature to be effected on or enforced against the Leased Premises for any work done or materials furnished on the Leased Premises during the term of this Lease at LESSEE's instance or request, provided that LESSEE may contest such lien if LESSEE posts a bond as required by law.

**M. INSURANCE**

- 1.1 LESSEE's Insurance.** LESSEE shall obtain insurance of the types and in the amounts described below.
- 1.1.a.** If available, a Homeowner's 3 (HO3), its equivalent or better including Liability Insurance policy: LESSEE shall maintain an HO3 policy, its equivalent or better, with a liability limit of not less than one million dollars (\$1,000,000.00) if the combined value of the Leased Premises and Personal Property and Non-Approved Personal Property are one million dollars (\$1,000,000) or less, and two million dollars (\$2,000,000) if the combined value of the Leased Premises and Personal Property and Non-Approved Personal Property exceed one million dollars (\$1,000,000). If an HO3 policy is unavailable for the Leased Premises due to lack of access for fire suppression services, or otherwise, LESSEE shall provide LESSOR with a statement from its insurer stating specific reasons an HO3 policy is unavailable for the Leased Premises, and, in such event, LESSEE shall acquire an HO2 policy, its equivalent or better, in the same limits as set forth above for an HO3 policy. If neither an HO3 or HO2 policy is available, then LESSEE shall provide LESSOR with a statement from its insurer stating specific reasons neither an HO3 or HO2 policy is unavailable for the Leased Premises, and, in such event, LESSEE shall acquire such other type of policy as deemed acceptable to LESSOR, in the same limits as set forth above for an HO3 policy. If necessary, an umbrella policy may be used in combination

with the homeowner's policy to meet the limits required, providing the homeowner's policy is listed on the underlying insurance in the umbrella, and the umbrella policy meets the requirements below.

**1.1.a.i.** The Homeowner's insurance and umbrella liability insurance shall be in a form and from an insurance company satisfactory to LESSOR and shall cover liability for bodily injury, property damage and personal injury, arising from LESSEE's use and/or occupation of the Leased Premises.

**1.1.a.ii.** The Homeowner's insurance shall include coverage for the replacement cost of the real property and all Personal Property, Non-Approved Personal Property and Improvements located on the Leased Premises. LESSOR shall be included as a loss payee to the extent of its interest in any of the Improvements upon the Leased Premises.

**1.1.b. Other Insurance.** LESSEE shall purchase insurance to cover LESSEE's Personal Belongings.

**1.2 LESSEE's Insurance Policy Requirements.**

**1.2.a. Proof of Insurance.** All insurance required under this Lease shall be with companies licensed and admitted in Idaho and approved for this Lease by LESSOR. LESSOR's general requirements for such approval includes a Best's rating of A- or better. Prior to taking occupancy or commencing construction and at least annually thereafter, LESSEE shall furnish LESSOR with a certificate of insurance executed by a duly authorized representative of each insurer, together with a copy of each applicable policy and policy endorsement showing compliance with the insurance requirements set forth above ("proof of insurance"). All policies required under this Article shall be written as primary policies and not contributing to, not in excess of, any coverage LESSOR may have or choose to maintain.

**1.2.a.i.** All policies and endorsements shall provide for thirty (30) days written notice to LESSOR, if possible, prior to cancellation or material change of any insurance referred to therein. Notwithstanding any such notice provided by the insurance carrier to LESSOR prior to any cancellation or material change of any insurance, LESSEE agrees to promptly (but not later than ten (10) days), provide to LESSOR a copy of any and all such notices relative to cancellation or a material change in insurance coverage that LESSEE receives.

**1.2.a.ii.** Failure of LESSOR to demand any required proof of insurance or full compliance with these insurance requirements, or the failure of LESSOR to identify a deficiency in the proof of insurance provided shall not be construed as a waiver of LESSEE's obligation to maintain such insurance.

**1.2.a.iii.** Failure to maintain the required insurance shall constitute a breach and may result in termination of this Lease at LESSOR's option.

**1.2.a.iv.** If LESSEE fails to maintain the insurance as required herein, LESSOR shall have the right, but not the obligation, to purchase said insurance at LESSEE's expense.

**1.2.a.v.** LESSEE shall provide certified or other acceptable copies of all insurance policies and endorsements (preferably in readily accessible electronic format) required above within ten (10) days of LESSOR's written request for said copies.

**1.2.b. No Representation of Coverage Adequacy.** By requiring insurance herein, LESSOR does not represent that coverage and limits will necessarily be adequate to protect LESSEE, and such coverage and limits shall not be deemed as a limitation on LESSEE's liability under the indemnities granted to LESSOR in this Lease.



- 1.2.c. Payment of Premiums.** LESSEE shall pay all policy premiums annually in advance, for each of the insurance policies and endorsements required under the terms of this Lease. LESSEE shall deliver to LESSOR proof of insurance on or before January 1 of each year during the term of this Lease and for each year following the termination or expiration of this Lease in which LESSEE owns or claims any ownership interest in any Personal Property, Non-Approved Personal Property or Personal Belongings on the Leased Premises. LESSEE shall also cause renewals of expiring policies to be written and the policies or copies thereof, as required by this Lease, to be delivered to LESSOR at least ten (10) days before the policies' expiration dates.

**N. RESERVATIONS BY LESSOR**

- 1.1 Reservations.** LESSOR expressly reserves and excepts the following rights from the Lease:
- 1.1.a.** To enter upon the Leased Premises, or any portion thereof, during the term of this Lease for any reasonable purpose incident to this Lease or LESSOR's retained rights, including the purpose of inspecting the Leased Premises. LESSEE shall permit inspection of the Leased Premises by an authorized agent of LESSOR at any reasonable time.
  - 1.1.b.** All rights for timber, oil and gas, geothermal rights, mineral rights, easements and rights-of-way, fee title to the Leased Premises and title to all appurtenances and Improvements placed thereon by LESSOR.
  - 1.1.c.** To grant easements, rights-of-way, and leases over, under, across and upon the Leased Premises, providing said easements, rights-of-way, and leases do not conflict or materially interfere with the use of LESSEE or with the Personal Property installed, maintained or operated by LESSEE upon the Leased Premises. LESSOR shall coordinate with LESSEE before processing any easement, right-of-way or lease application on the Leased Premises. This Lease is subject to any lease, right-of-way and easement previously granted over the Leased Premises.
  - 1.1.d.** To require that changes be made in the use under this Lease, and/or to the Personal Property, Non-Approved Personal Property or Improvements on the Leased Premises, including to the sanitation or other facilities, for the protection of public health, safety, preservation of property or water quality in accordance with all applicable law and rules.
  - 1.1.e.** To issue other leases for development of timber resources for exploration and development of oil, gas, geothermal and mineral resources, and any other lease of the subject Leased Premises, so long as such other lease is for a higher and better use as determined by LESSOR, or such other lease does not materially interfere with the authorized use under this Lease. In the event any such lease is granted by LESSOR, and such lease materially impairs LESSEE's use of any Personal Property constructed on the Leased Premises by LESSEE with prior written permit from LESSOR, this Lease shall be deemed terminated with respect to such Personal Property, and the provisions of Section K.1.4.b. shall apply with respect to such Personal Property.
  - 1.1.f.** To reserve as LESSOR's sole property any and all water from any source arising on state land and to hold water rights for any beneficial use that may develop as a result of this Lease subject to any right LESSEE may have to domestic water during the term of this Lease.
  - 1.1.g.** Rights of access, ingress and egress over, under, across and upon the Leased Premises for LESSOR and its authorized agents and assigns over and across the Leased Premises including, but not limited to, on existing roads. Said rights of access, ingress and egress may be for purposes of administration, for providing access to neighboring lots, or for any other purpose of LESSOR. LESSOR shall have no obligation to maintain any road or path, whether dirt, gravel, paved or otherwise.
  - 1.1.h.** LESSOR reserves the right to sell or exchange all or any portion of the Leased Premises. LESSEE shall be notified of a scheduled sale or land exchange at least one hundred-eighty (180) days prior to any such sale or exchange date. The execution of this Lease

by LESSEE constitutes LESSEE's written agreement to any sale or land exchange as provided in I.C. § 58-138(3).

- 1.1.i. LESSOR reserves the right to reconfigure the boundaries of the Leased Premises for any purpose that LESSOR deems necessary or appropriate, in its discretion, including, but not limited to, the platting or re-platting the Leased Premises and/or surrounding any lot(s) or land. The right of reconfiguration shall include the right to increase or decrease the square footage of the Leased Premises which may or may not also include a commensurate increase or decrease in the rental rate to be determined in the discretion of the Land Board. LESSEE shall be notified of LESSOR's intent to reconfigure the Leased Premises at least one hundred-eighty (180) days prior to any such reconfiguration being accomplished. The rental rate shall be adjusted up or down to account for the reconfigured boundaries if the reconfiguration affects the value of the Leased Premises during the year of the reconfiguration, and if the value of the Leased Premises is reduced as a result of such reconfiguration, then the rent will be prorated to reflect the reduction of value for the remainder of such current lease year; and if the value of the Leased Premises is increased as a result of such reconfiguration, then LESSEE shall pay such increased rental rate prorated for the remainder of such current lease year within thirty (30) days of notice of such increased rental by LESSOR. The execution of this Lease by LESSEE constitutes LESSEE's written agreement to any such reconfiguration.
- 1.1.j. LESSOR reserves the right to close any road or change any access route to the Leased Premises for road protection, water quality protection, wildlife and fish protection, administrative purposes or any other reason deemed necessary or appropriate by LESSOR. Planned road closures will be reviewed with LESSEE prior to action by LESSOR. If an access route is closed permanently, another reasonable access route will be provided to the Leased Premises. Temporary road closures may prevent, limit or restrict access for a period of time.

## **O. INDEMNIFICATION**

- 1.1 **LESSEE Indemnification of LESSOR.** During the entire term of this Lease, LESSEE shall indemnify, defend and save harmless LESSOR, the State of Idaho, its officers, agents, respective affiliates, and employees from and against any and all liability, liens, claims, damages, debts, demands, losses, costs, expenses, actions, obligations, judgments for damages, or injury to persons or property including, but not limited to, reasonable attorney fees and costs caused by, or arising out of, or claimed to arise out of, or in connection with, any performance, act or omission of LESSEE, or LESSEE's agents, officers, employees or any person claiming under, by, or through LESSEE under this Lease, and/or arising out of or claimed to arise out of the use or occupation of the Leased Premises by LESSEE, or LESSEE's agents, officers or employees or any person occupying the same with LESSEE's permission; or arising from LESSEE or LESSEE's agents, officers or employees failure to comply with any applicable state, federal, local, law, statute, rule, regulation, ordinance or act. This duty to indemnify, defend and save harmless shall encompass any claim which may include or allege negligence of LESSOR, its agents, officers or employees other than claims which arise solely out of negligence on the part of LESSOR; and this duty shall survive the termination or expiration of this Lease.
- 1.2 **Tort Claims Limits.** Provided that such indemnification right shall not be construed as absolving the State from responsibility for liability in damages arising under the Idaho Tort Claims Act, I.C. § 6-901, *et seq.*, for the conduct of its agents, officers or employees as set forth therein.
- 1.3 **Sovereign Immunity.** Nothing contained herein shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby expressly reserved.
- 1.4 **Notice.** In the event of any such claim made or suit filed, LESSOR shall give LESSEE prompt written notice of any such claim or suit, and LESSEE shall have the right to defend or settle to the extent of LESSEE's interest under the Lease. LESSOR shall have the right to defend itself as it deems necessary or appropriate in its sole discretion, and LESSEE shall be responsible for all costs and expenses reasonably related thereto.

**P. PAYMENT OF TAXES, ASSESSMENTS OR FEES**

**LESSEE Obligation.** Unless otherwise provided, LESSEE shall pay all water charges, fees, assessments and taxes of whatsoever nature that may be legally levied or assessed against the Leased Premises herein described, or any portion thereof or on any and all Personal Property, Non-Approved Personal Property or Improvements thereon. If the same is not paid, such failure shall constitute a default under the Lease and shall further constitute a lien in favor of LESSOR against all Personal Property and Non-Approved Personal Property owned by LESSEE on the Leased Premises. If LESSEE retains any interest in any of the Personal Property and Non-Approved Personal Property following the expiration or termination of the Lease for any reason, LESSEE shall continue to be responsible for, and shall pay, all taxes and assessments of any kind incurred upon, or accruing to, any such Personal Property and Non-Approved Personal Property.

**Q. LESSEE'S DEFAULT**

**1.1 Upon Default by LESSEE.** LESSEE's failure to comply with any of the terms of this Lease shall be a breach which if not cured as provided herein shall constitute a default and give rise to a basis for termination of the Lease. LESSEE's violation of any Land Board or Department of Lands' policy, rule or state law currently or hereafter adopted and applicable to this Lease or the Leased Premises, shall be a breach, giving rise to a further basis for termination of this Lease. LESSOR shall provide LESSEE thirty (30) days written notice of any such breach or violation and, if applicable, the corrective action required of LESSEE to cure such breach ("Notice of Breach"). The Notice of Breach shall specify a reasonable time to make a correction or cure the violation or breach, if such breach can be cured, which cure period shall be thirty (30) days after the date of mailing the Notice of Breach ("Breach Cure Period") to LESSEE, unless otherwise set forth in the notice.

**1.2 LESSEE's Failure to Cure.** If the corrective action or cure is not taken within the specified time or does not occur, then LESSOR may, at LESSOR's option, cancel the Lease, effective on the date specified in the written cancellation notice. LESSEE shall not, while in default, remove any of the Personal Property and Non-Approved Personal Property without the express written permission or upon the written demand of LESSOR. If a breach results in cancellation or forfeiture of this Lease, LESSEE agrees to relinquish physical possession of the Leased Premises upon termination of the Lease, including all Personal Property and Non-Approved Personal Property remaining thereon, in good order and condition. In addition to the rights and remedies specifically granted to LESSOR under this Lease, LESSOR shall have such other rights and remedies as against LESSEE as may be available at law or in equity, and LESSOR's pursuit of any particular remedy for breach or default shall not, in and of itself, constitute a waiver or relinquishment of any other available claim of LESSOR against LESSEE.

**R. SURRENDER OF LAND**

**LESSEE Surrender.** LESSEE shall, at the termination or expiration of this Lease, vacate the Leased Premises, leaving it in the same or better condition than it was in at the time of LESSEE's entry on such premises under this Lease, except for reasonable use and wear, acts of God, or damage by causes beyond LESSEE's control, and upon vacating shall leave the Leased Premises free and clear of all rubbish and debris. LESSEE shall remove all Personal Belongings. LESSEE may remove Personal Property and Non-Approved Personal Property in accordance with the terms of this Lease, or shall remove such Personal Property and Non-Approved Personal Property upon demand for removal by LESSOR, and shall Restore the Leased Premises. LESSEE shall surrender to LESSOR, within fifteen days of any termination or expiration of the Lease, any and all keys, combinations, codes, or other materials or information required to access any and all Personal Property and Non-Approved Personal Property and Personal Belongings of any kind left by LESSEE, or remaining upon the Leased Premises. Upon the termination or expiration of the Lease, LESSEE shall have no right to reenter the Leased Premises for any reason without the express prior written consent of LESSOR in the form of a land use permit, or otherwise, and shall reacquire from LESSOR any necessary keys, combinations, codes, or other materials or information required to access any and all Personal Property and Non-Approved Personal Property and Personal Belongings.

**S. RELATIONS OF THE PARTIES**

**Parties Relationship.** LESSEE is not an officer, employee, or agent of LESSOR.

**T. NOTICES**

**1.1 Time of Notice.** Any Notice of Breach or any other notice or demand given under the terms of this Lease shall be deemed given and delivered on the date when personally delivered or if mailed, the date same is deposited in the United States Mail, and mailed by registered or certified mail, return receipt requested, postage prepaid and properly addressed to the appropriate party.

**1.2 Addresses For Notice.** Until changed by notice in writing, all notices, demands, and communications shall be addressed to LESSOR, or to LESSEE, as the case may be, at the address set forth for the respective party at the beginning of this Lease. It shall be the duty and responsibility of either LESSOR or LESSEE to provide formal notice to the other of any new or changed address.

**U. WAIVER**

**No Waiver.** The waiver by LESSOR of any breach of any term, covenant or condition of this Lease shall not be deemed to be a waiver of any past, present or future breach of the same or any other term, covenant or condition of this Lease. The acceptance of rent by LESSOR hereunder shall not be construed to be a waiver of any violation of any term, covenant or condition of this Lease. No payment by LESSEE of a lesser amount than due according to the terms of this Lease shall be deemed or construed to be other than a part payment on account of the most recent rent due, nor shall any endorsement or statement on any check or letter accompanying any payment be deemed to create an accord and satisfaction.

**V. ATTORNEY FEES AND COSTS**

**1.1 Obligation to Pay.** In the event that either party to this agreement shall find it necessary to retain counsel (including LESSOR using the Office of the Attorney General of the State of Idaho), or to incur costs to interpret or enforce any of the provisions hereof, including, but not limited to, any action at law or in equity, the prevailing party (as defined and interpreted under Idaho Rule of Civil Procedure 54) shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorney fees (including, in the case of LESSOR, fees of the Office of the Attorney General of the State of Idaho), accountant fees and fees of appraisers or other experts, incurred therein by the prevailing party, including all such costs and expenses incurred with respect to any appeal and such may be included in any judgment entered in any action.

**1.2 Additional Obligations.** In the event LESSEE fails to perform any act or do anything which LESSEE is required to do under the terms of this Lease, LESSOR shall have the right, but not the obligation, to perform any such action on behalf of LESSEE, and LESSEE shall reimburse LESSOR for all costs and expenses, including attorney fees, (including fees from the Office of the Attorney General of the State of Idaho), incurred by LESSOR in performing such act or thing, with such reimbursement made within thirty (30) days of written demand for payment by LESSOR. LESSEE's obligation hereunder shall be deemed to be additional rent fully due and payable on demand from LESSOR. Any time money is due and owing and interest accrues pursuant to the terms of this Lease, interest shall accrue at the legal rate of interest pursuant to Idaho Code § 28-22-104(1).

**W. LESSEE'S COMPLIANCE WITH APPLICABLE LAWS AND RULES**

**1.1 Full Compliance.** LESSEE's use of the Leased Premises shall fully comply with all applicable statutes, ordinances, rules, regulations and laws of federal, state and local governmental authorities. LESSEE shall comply with all applicable rules and regulations and standards promulgated by the State Land Board or the Idaho Department of Lands including, but not limited to, the Department's rules governing the installation of docks and other lake encroachments below the ordinary high water mark of any navigable lake.

- 1.2. **No Waste or Nuisance.** LESSEE shall not use the Leased Premises in any manner that would constitute loss or waste, nor shall LESSEE allow the same to be committed thereon. LESSEE shall not do anything which will create a nuisance or a danger to persons or property.
- 1.3. **Compliance with CC&Rs.** LESSEE shall be obligated to comply with the terms and conditions set forth in the CC&Rs, if any, including by reference any instrument identified therein. Upon the execution of this Lease, LESSEE shall automatically become a "Member" of the *homeowner's association (Association)* defined in the CC&Rs, established to operate and maintain certain properties and facilities within the "Plat" as defined therein, and LESSEE shall be obligated as a Member to such terms and conditions set forth and required in the CC&Rs. Any breach of the terms or conditions of the CC&Rs shall constitute a breach of this Lease.
- 1.4. **Interference with Application, Auction or Bid Process.** Neither LESSEE, nor any person or entity acting on LESSEE'S behalf shall intimidate, hinder, prevent or attempt to intimidate, hinder or prevent, any person from 1) filing an application to lease or to purchase the Leased Premises or to enter any bid therefor, and/or 2) attending or submitting any bid at any public auction held to lease or purchase any land consisting of, or including the Leased Premises, or any portion thereof. Violation of this Section or any provision of Idaho Code § 58-154 shall constitute a breach of this Lease subject to immediate termination, and LESSEE shall be disqualified from bidding on any future auction for the sale or lease of the Leased Premises.

**X. MISCELLANEOUS**

- 1.1. **Multiple Persons Constituting LESSEE.** If LESSEE consists of more than one natural person, each such person constituting LESSEE shall be jointly and severally liable for each and every obligation of LESSEE under the terms and conditions of this Lease.
- 1.2. **Modification.** This Lease may be modified only by a fully executed lease adjustment on a form provided by LESSOR.
- 1.3. **Parties Non-Discrimination.** No party shall discriminate against any person because of race, creed, religion, color, sex, national origin or disability.
- 1.4. **Paragraph Headings.** The paragraph headings, titles and captions used in this Lease are for convenience only and are not part of the Lease.
- 1.5. **Entire Agreement.** This Lease, including all exhibits or attachments attached hereto, contains the entire agreement between the parties concerning the subject matter hereof and supersedes any and all prior agreements. The execution of this Lease has not been induced by either party, or any agent of either party, by representations, promises or undertakings not expressed herein and, further, there are no collateral agreements, stipulations, covenants, promises, inducements or undertakings whatsoever between the respective parties concerning this Lease except those which are expressly contained herein. No other understanding, whether oral or written, whether made prior to or contemporaneously with this Lease, shall be deemed to enlarge, limit, or otherwise effect the operation of this Lease.
- 1.6. **Governing Law and Forum.** This Lease shall be construed in accordance with and governed by the laws of the State of Idaho. In the event of any dispute with respect to this Lease, the parties consent to the venue and jurisdiction of Idaho State courts located in Ada County, or in either Valley County or Bonner County, the county in which the Leased Premises are located.
- 1.7. **Binding on Heirs and Successors.** It is understood and agreed that all terms, covenants and conditions hereof shall be binding upon all heirs, successors and approved sublessees and assignees.
- 1.8. **Severability.** In the event any provision of this Lease shall be held invalid or unenforceable according to law, for any reason whatsoever, then the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

- 1.9 Counterparts.** This Lease may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.
- 1.10 Record Memorandum of Lease.** Either party may record a Memorandum of Lease in the county in which the Leased Premises are located.

## Attachment B Legal Description

Lease Number - R100109	Lot - 10	Block - 1	Subdivision - KOKANEE POINT
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## Attachment C

### Appraisal Review Challenge Process

Lessor has challenged the Appraised Value set forth in Section A.1.1.b of Attachment A, which was used to calculate the Rent set forth in Section D.1.1.a of Attachment A, (the "Challenge"). Unless otherwise specifically set forth in Attachment A, the following process shall apply to resolve the Challenge:

- A. As a result of the Challenge, LESSOR and LESSEE agreed to have a second appraisal conducted (the "Second Appraisal").
- B. If the Second Appraisal differs from the Appraised Value by more than 10%, LESSOR and LESSEE have agreed to have a review appraisal conducted by a third appraiser (the "Review Appraiser").
- C. The Review Appraiser will review the credibility of the value determinations in the previous appraisals, resulting in either: 1) use of the Appraised Value as the final value, 2) use of the value from the Second Appraisal as the final value, 3) use of a split value as the final value; or 4) a new appraisal of value if neither the Appraised Value nor the Second Appraisal is a credible opinion of value. The value established by the Review Appraiser is hereinafter referred to as the "Final Appraised Value."
- E. If LESSEE is unwilling to continue leasing the Leased Premises at the Rent established by the Final Appraised Value, then within twenty (20) days of the date of the notice of the Final Appraised Value, LESSEE must either 1) apply for a 2 year Land Use Permit, 2) apply for a seven (7) month Demolition Permit, or 3) terminate this Lease by providing thirty (30) days written notice of termination to the LESSOR. If LESSEE applies for a Land Use Permit or Demolition Permit, this Lease shall terminate upon the execution of such permit and receipt of all fees required in such permit. If Lessee terminates the Lease under option 3 above, disposition of LESSEE's Personal Property shall proceed under Section K.1.4.c of Attachment A. Any attempt by LESSEE to terminate this Lease other than as provided in this Section shall be deemed a material breach of this Lease. If this Lease is terminated for any of the foregoing reasons, and a refund of Rent already paid is warranted, LESSOR shall prorate such refund to the effective date of termination, based upon the Final Appraised Value.
- F. If the Final Appraised Value is different than the Appraised Value, and Lessee desires to continue leasing, then LESSOR will advertise the Lease, using LESSOR'S customary advertising process, at the Final Appraised Value, to determine if two or more persons will apply to lease the Leased Premises pursuant to I.C. § 58-310.
- G. If LESSEE desires to continue leasing, and after advertising the lease, LESSOR receives an application for the Leased Premises, LESSOR will conduct a conflict auction pursuant to I.C. § 58-310.
- H. If LESSEE is not the applicant who pays the highest premium bid as provided in I.C. § 58-310, this Lease shall terminate. Termination shall be effective thirty (30) days after the date of the Land Board's approval of the results of the conflict auction, during which time LESSEE shall remove all Personal Belongings from the Leased Premises. LESSOR shall refund any pre-paid Rent to LESSEE on a prorated basis through the date of the auction, within thirty (30) days of the Land Board's approval of the results of the conflict auction. If an applicant other than LESSEE submits the highest premium bid at the auction, such applicant shall pay to LESSEE the appraised amount of LESSEE's Personal Property as defined in Section A.1.1.i of Attachment A, and as required in I.C. § 58-308, and I.C. § 58-307(10).
- I. If LESSEE is the sole applicant, or if LESSEE is the applicant who submits the highest premium bid as provided in I.C. § 58-310, then LESSEE shall be provided a Lease Addendum establishing the Final Appraised Value and Rent. If the Rent is determined to be less than the Rent set forth in the Lease, LESSOR shall credit any overpayment from LESSEE'S payment of Rent to the next year's Rent or shall refund the difference to LESSEE. In the alternative, if the Rent increases, then LESSEE shall pay any increase in Rent to LESSOR no more than thirty (30) days after receipt of the Lease Addendum establishing the Final Appraised Value and Rent.



## Lease Addendum Residential Cottage Site Lease R100109

LESSEE previously challenged the Appraised Value set forth in Section A.1.1.b of Attachment A, which was used to calculate the Rent set forth in Section D.1.1.a of Attachment A, (the "Challenge"). In accordance with Attachment C, LESSOR has executed this Lease Addendum which reflects any adjustment of the Appraised Value resulting from the Challenge.

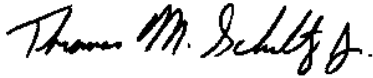
Final Appraised Value:           \$ 310,000.00 (unchanged)  
Final 2015 Rent:                 \$ 12,400.00 (unchanged)

If the Rent decreases, LESSOR shall credit any overpayment from LESSEE'S payment of Rent to the next year's Rent or shall refund the difference to LESSEE.

If the Rent increases, then LESSEE shall pay any increase in Rent to LESSOR no more than thirty (30) days after receipt of the Lease Addendum establishing the Final Appraised Value and Rent.

If the Rent remains unchanged, no action is required by LESSOR or LESSEE.

DATED this 29<sup>th</sup> day of July, 2015.



Thomas M. Schultz, Jr.  
Director, Department of Lands

**Make Checks Payable To:**

Bonner Co Tax Collector  
1500 Highway 2, Ste. 304  
Sandpoint ID 83864

**2022 Tax Bill / Receipt**

Bill Number: 2273  
Code Area: 014-0000  
Bank Code:

Parcel Number:

**SC\*LH000S00C00**

1st Half Due		2nd Half Due		Full Due	
Tax	\$447.91	Tax	\$447.91	Tax	\$895.82
Late		Late		Late	
Int		Int		Int	
Cost		Cost		Cost	
<b>Total</b>		<b>Total</b>		<b>Total</b>	

	Last Year	Current Year
Land Value:	0	0
Improvement Value:	4,409	157,958
Total Market Value:	4,409	157,958
HO Exemption:	0	0
Net Market Value:	4,409	157,958
Total Tax:	\$231.08	\$895.82

CHALLENGER, LEIF E & AMELIA L  
3105 E BOONE AVE  
SPOKANE, WA 99202

For questions, contact the Treasurer's Office  
Phone: 208-265-1433

3-59N-4W KOKANEE POINT STATE LOT C IN GOV LOT 3 R-1109  
RP059630010100A  
822 SHERWOOD BCH RD, COOLIN, ID 83821

Taxing District	Levy Rate	Value
COUNTY	0.001780922	\$281.28
W BONNER BOND		
W BONNER SUPL	0.000839807	\$132.66
W BONNER OTHER	0.000025380	\$4.00
CO RD/BRIDGE	0.000494448	\$78.10
AMBULANCE DIST	0.000187172	\$29.56
PRIEST LK LIBRA	0.000132779	\$20.98
W BONNER CEM	0.000023856	\$3.76
COOLIN/CAV FIRE	0.000921007	\$145.48
COOLIN SEWER		
District Total:	0.004405371	\$695.82
TRANSLATOR		\$15.00
SOLID WASTE		\$185.00
Specials Total:		\$200.00
District/Specials Total:		\$895.82
- Payments Applied:		-\$895.82
<b>Amount Due:</b>		<b>\$0.00</b>



◆◆◆ **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.

CHALLENGER, LEIF E & AMELIA L

Delinquencies:



Tax Year: 2022  
Bill#: 2273

2nd Half

SC\*LH000S00C00  
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.

CHALLENGER, LEIF E & AMELIA L

Delinquencies:



Tax Year: 2022  
Bill#: 2273

1st Half

Full Pmt

SC\*LH000S00C00  
014-0000



Amount Due: \$0.00 \$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: 45396  
Code Area: 014-0000  
Bank Code:

Parcel Number:

**RP059630010100**

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	
<b>Total</b>	<b>_____</b>	<b>Total</b>	<b>_____</b>	<b>Total</b>	<b>_____</b>

	Last Year	Current Year
Land Value:	0	0
Improvement Value:	25,065	0
Total Market Value:	25,065	0
HO Exemption:	0	0
Net Market Value:	25,065	0
Total Tax:	\$264.12	\$0.00
<b>Acres:</b>		0.280

STATE OF IDAHO  
Address Not Provided

For questions, contact the Treasurer's Office  
Phone: 208-265-1433

3-59N-4W KOKANEE POINT BLK 1 LOT 10 SC\*LH000S00C00A R-1109

822 SHERWOOD BCH 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		
<b>Amount Due:</b>		<b>\$0.00</b>



◆◆◆ **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#: **45396**

2nd Half

RP059630010100  
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.

STATE OF IDAHO DEPARTMENT OF LANDS

Delinquencies:



Tax Year: **2022**  
Bill#: **45396**

1st Half

Full Pmt

RP059630010100  
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