DISTRICT COURT IN KOOTENAI COUNTY
CAUSE NO. 66937
EXHIBIT 1 TO JOINT MOTION AND STIPULATION
FILED JANUARY, 1989

1143124

SETTLEMENT AGREEMENT, RELEASE, EASEMENT, AND RIGHTS
BETWEEN THE STATE OF IDAHO, TEMPLINS AND WWP

The following Settlement Agreement and Release (hereinafter referred to as "Agreement") is entered into by and between The Washington Water Power Company (hereafter referred to as WWP), the State of Idaho, and the "Templins" comprised of Templin's Resort and Conference Center, Inc., Robert Templin and Mary Templin, as a full and complete settlement of the disputes between them.

W I T N E S S E T H:

WHEREAS, in 1871, the Coeur d'Alene Tribe of Indians entered into an agreement with Frederick Post for Mr. Post to acquire the property and rights related to the development of water power at the falls on the Spokane River located at or near the City of Post Falls, Idaho; and

WHEREAS, in 1889, the Coeur d'Alene Tribe of Indians entered into a written agreement with Frederick Post, which purported to ratify the prior 1871 agreement; and

WHEREAS, the State of Idaho, upon admission to the Union in 1890, gained title to the beds of all navigable bodies of water pursuant to the equal footing doctrine (including the beds of the Spokane River beneath the navigable portions), which had not been previously conveyed pursuant to an act of Congress under a special duty or public exigency; and

WHEREAS, the United States Congress made the 1889 written agreement between the Coeur d'Alene Tribe of Indians and Frederick Post a part of Section 22 of the Indian Appropriations Act of March 3, 1891; and

WHEREAS, property associated with the water power at the falls at or near Post Falls, Idaho, was surveyed by government

EXHIBIT NO. 1 - 1

surveyors and a patent was issued by the United States to Frederick Post, dated September 5, 1894, (hereinafter referred to as "Post Patent") which is recorded in the records of the Kootenai County Recorder in Vol. 20 at pages 433-436 and Book L of Deeds at page 623; and

WHEREAS, a dispute exists as to whether the agreement between Post and the Coeur d'Alene Tribe conveyed bedlands lying below the ordinary high water mark because the agreement was not ratified by Congress prior to the admission of the State of Idaho into the Union; and

WHEREAS, WWP has acquired, by various conveyances, rights described in the Post Patent; and

WHEREAS, WWP has constructed a hydroelectric project in connection with the development of the water power granted under the Post Patent; and

WHEREAS, on and before July 3, 1890, a portion of the Spokane River and its bed between Post Falls and Coeur d'Alene Lake was used for the transportation and storage of logs and had pilings placed in such bed at various locations along the right bank in Section 3, Township 50 north Range 5 west, Boise Meridian (generally along the Templin frontage and to the Post Falls bridge); and

WHEREAS, the State of Idaho claims sovereignty, ownership and control over all of the navigable waters of the State of Idaho, including the Spokane River; and

WHEREAS, the State's claim conflicts with the conveyance purportedly made by the Coeur d'Alene Tribe of Indians and made by the Post Patent issued in 1894; and

WHEREAS, WWP has claimed all of the river bedlands and the uplands in the area described in the Post Patent in the matter now pending before the First Judicial District of the State of Idaho in and for the County of Kootenai in Cause No. 86937 (Templin's Resort and Conference Center, Inc., et al. v. Louisiana-Pacific Corporation, et al.); and

WHEREAS, Templins claim that they own certain lands described in the attached Exhibit A, (including riparian and

littoral rights) along the Spokane River, which claims conflict with the claims of the State of Idaho and WWP, with respect to the location of boundaries; and

WHEREAS, WWP claims that any riparian and littoral rights appurtenant to real property owned by Templins were previously severed by conveyances by Frederick Post and his wife Margaret (hereinafter the Posts), when the Posts had record title to upland and bedland along the Spokane River and when the Posts conveyed certain lands and rights to WWP's predecessors in interest; and

WHEREAS, WWP has constructed a hydroelectric project on the Spokane River at Post Falls, Idaho, which is hereafter called the "Post Falls Development;" the Post Falls Development includes, without limit, dams, powerhouse, turbines and generators, all electrical facilities, a reservoir and all other equipment and facilities used in connection with the Post Falls Development; the reservoir consists of the Spokane River, Lake Coeur d'Alene, the Coeur d'Alene River, the St. Joe River, the St. Maries River, and contiguous or connected tributary waters, which reservoir is formed by holding Lake Coeur d'Alene up to an elevation of 2,128 feet above mean sea level as measured by the Lake Coeur d'Alene USGS water gage; and

WHEREAS, during most of each year as part of WWP's operation of the Post Falls Development, WWP controls and maintains the water surface elevations of the Spokane River and Coeur d'Alene Lake at and below 2,128 feet above mean sea level as measured by reference to the United States Geological Survey gage at Coeur d'Alene Lake and as described in Section 2 of this Agreement, which control by WWP affects the water surface and elevation of the St. Joe River, the St. Maries River and the Coeur d'Alene River and the other tributary waters connected to the Spokane River and Lake Coeur d'Alene; and

WHEREAS, WWP asserts that the Spokane River located within the area described in the Post Patent lying west of the west

EXHIBIT 1 - 3

boundary of the east half (E½) of the east half (E½) of the southwest quarter (SW¼) of Section 3, Township 50 North, Range 5 West B.M. in Kootenai County, Idaho, (hereinafter called the "Line of Navigation") and east of the west boundary of the lands described in the Post Patent was not on July 3, 1890, and is not a navigable water of the State of Idaho; and

WHEREAS, WWP asserts that the property on which WWP's dams and powerhouse and other facilities constructed in connection with WWP's Post Falls Development on or over the Spokane River within the area described in the Post Patent west of the Line of Navigation and east of the west boundary of the lands described in the Post Patent is not located on or over navigable waters of the State of Idaho; and

WHEREAS, WWP claims a right to construct, reconstruct, operate and maintain WWP's Post Falls Development on the Spokane River in the area conveyed under the Post Patent with WWP's rights arising, in part, under the Post Patent as now owned by WWP and under the Constitution of the State of Idaho relating to water rights; and

WHEREAS, the State asserts that a waterfall does not make the Spokane River non-navigable; and

WHEREAS, the natural or ordinary high water mark along the Spokane River has never been established; and

WHEREAS, the claims of WWP, the Templins and the State of Idaho are in conflict and a genuine dispute and controversy exists; and

WHEREAS, WWP, the State of Idaho and Templins desire to avoid any dispute of ownership and dominion or control of the uplands and bedlands along the Spokane River which are included in and described in the Post Patent and in Templin's Complaint in Cause No. 68937 and to resolve their respective claims by settlement and compromise.

NOW, THEREFORE, these parties agree to settle, resolve, and compromise their claims with respect the lands described herein under the following terms and conditions.

EXHIBIT 1 - 4

1. Subject to the reservation by WWP of an overflow easement and the terms and conditions of this Agreement, effective upon the effective date of this Agreement, WWP disclaims any and all right, title or interest in the three parcels of property described in the attached Exhibit A which may be above the natural or ordinary high water mark when the State of Idaho was admitted into the Union.

2. WWP reserves the right to operate the Post Falls Development so as to produce electrical energy at WWP's Post Falls Development from flowing and stored waters and to regulate, maintain and control the surface elevation of Coeur d'Alene Lake at and below an elevation of 2,128 feet above mean sea level (msl) as measured by the United States Geological Survey (USGS) water gage at Lake Coeur d'Alene (gage reading of 0.00 equals 2100.00 msl), which is referenced to a USGS bench mark at the southeast corner of the former Harrison building having an original elevation of 2,157.404 feet. The USGS gage elevations which are referenced throughout this document minus 3.05 feet equals the current datum of the National Oceanic and Atomspheric Administration (hereinafter referred to as NOAA) of the U. S. Department of Commerce. NOAA was formerly the U.S. Coast and Geodetic Survey.

3. Templins grant to WWP, and WWP reserves, a perpetual overflow easement to overflow those portions of the lands described in Exhibit A to the extent and as may occur when WWP controls the water surface elevation of the Spokane River upstream from the Post Falls Development so as to regulate, maintain and control the water surface elevation of Lake Coeur d'Alene at and below 2,128 feet above mean sea level as measured by the United States Geological Survey (USGS) water gage at Lake Coeur d'Alene. Templins acknowledge that WWP has the right, title and interest necessary for the continued operation and maintenance of the Post Falls Development so as to control the water surface elevation of Coeur d'Alene Lake and the Spokane River at and below an elevation of 2,128 feet above mean sea level as measured by the USGS water gage at Coeur d'Alene, Idaho.

Templin, shall have the right to make use of the property lying below elevation 2,128 feet above mean sea level subject to the perpetual overflow easement granted to and reserved by WWP and subject to the other terms and conditions of this Agreement, including, but not limited to, Sections 11 and 22.

4. Neither Templin nor WWP admit the claim of the other with respect to riparian or littoral rights. The foregoing notwithstanding, WWP consents to Templin's use of contiguous bedlands in front of the property described in Exhibit A for any and all other purposes including, but not limited to, the right to wharf out and to construct facilities necessary and associated with boating, navigation and other related uses of the Spokane River such as the installation and maintenance of pilings, log storage areas, docks, decks, boat houses or other buildings, marinas, breakwaters, retaining walls, recreational activities, commercial enterprises and all other uses which do not materially restrict the flow of the Spokane River or materially reduce the storage capacity of the reservoir of WWP's Post Falls Development. WWP consents to Templin's access to the navigable waters of the Spokane River for purposes of navigation, fishing and related uses. As part of the consideration from WWP for the easement granted to and reserved by WWP in Section 3, WWP consents, without additional compensation, to the above uses which are deemed by WWP to be reasonable uses within the meaning of Article 16 of the WWP's Federal Energy Regulatory Commission license for the Post Falls Development (Project 2545).

5. This Agreement is made without regard to the navigability or non-navigability of the Spokane River as of the date of the State of Idaho's admission to the Union or as to the location of the line of ordinary high water of the river under natural or artificial circumstances. The parties hereto agree that except as to Washington Water Power Co v. FERC, 775 F.2d 305 (D.C. Cir. 1985), there has been no determination as to the navigability or non-navigability of the Spokane River or as to the location of the natural or ordinary high water mark of the Spokane River under either natural or artificial conditions. However, the State administers and regulates the Spokane River as a navigable body of water.

6. The disclaimer of interest by WWP in Section 1 above is made with the understanding that Templins and WWP shall request the Court in Kootenai #66937 to quiet title to the property described in Exhibit A including the various rights granted or recognized by the parties as set forth herein. WWP and Templins agree that the title quieted in the Templins shall be subject to the overflow easement granted to and reserved by WWP in this Agreement. WWP and Templins agree that title be so quieted, and that thereafter all claims each party may have against any other party in Kootenai #66937 may be dismissed with prejudice with each party bearing their own costs and attorney fees.

7. Subject to the rights and interests retained by WWP herein and the other terms and conditions of this Agreement, effective upon the effective date of this Agreement, WWP hereby disclaims any and all right, title or interest in the bed of the Spokane River lying within the area described in the Post Patent lying below the natural or ordinary high water mark.

8. The State of Idaho, through the Board of Land Commissioners pursuant to Title 1, Chapter 58 of the Idaho Code and the rules and regulations adopted pursuant thereto, grants and confirms to The Washington Water Power Company, a corporation organized under the laws of the Territory and State of Washington which is qualified to do and is doing business in the State of Idaho, an easement for the perpetual right to occupy and use the following described parcel:

> that part of the Spokane River lying below the natural or ordinary high water mark under natural conditions lying within the area described in the Post Patent lying west of the west boundary of the east half (E½) of the east half (E½) of the southwest quarter (SW¼) of Section 3, Township 50 North, Range 5 West B.M. in Kootenai County, Idaho, (hereinafter called the "Line of Navigation") and east of the west boundary of the area described in the Post Patent, together with water rights and other rights appurtenant thereto

for the purpose of constructing, reconstructing, operating and maintaining the Post Falls Development (including, without limit, dams, powerhouse, turbines and generators, all electrical facilities, reservoir on the Spokane River and waters tributary

thereto, which reservoir results from holding the elevation of Lake Coeur d'Alene at and below 2,128 feet above mean sea level as measured by the Lake Coeur d'Alene USGS water gage, and all other equipment and facilities used in connection with the Post Falls Development) in accordance with the laws of the United States and the State of Idaho. Said easement shall remain in effect so long as WWP has a valid federal license or right to operate the Post Falls Development. WWP may, as a condition of this easement, regulate or restrict public access to the bed of the Spokane River in the area described in the Post Patent lying west of the Line of Navigation as may be needed to protect the public health, safety and welfare. This easement does not limit or otherwise affect WWP's construction, reconstruction, operation or maintenance of its Post Falls Development.

9. The State of Idaho has not and shall not impose any charge or fee with respect to WWP's construction, reconstruction, operation or maintenance of WWP's Post Falls Development as described in this Agreement and as described in the application to the Federal Energy Regulatory Commission (FERC) to amend the license for Project No. 2545 to include the Post Falls Development and as described in the FERC order for Project No. 2545 (See 18 FERC ¶62096). The application to amend the license included exhibits which were submitted to and/or approved by the FERC.

10. The State of Idaho acknowledges that WWP's construction and operation of its Post Falls Development has improved the navigability and the public's access to, and usage of, the Spokane River, Coeur d'Alene Lake, the Coeur d'Alene River, the St. Joe River, and the St. Maries River and other connected and tributary waters. The State of Idaho acknowledges that this settlement is clearly in the public interest and is consistent with the Public Trust Doctrine as set forth in Kootenai Environment Alliance v. Panhandle Yacht Club, 105 Idaho 622 (1983) and other applicable law.

11. The Land Board acknowledges and shall not object to WWP's right to construct, reconstruct, operate, and maintain the

Post Falls Development and all of the structures and facilities associated therewith, including the right to control the water surface elevation of the Spokane River upstream from the Post Falls Development and to regulate, maintain and control the water surface elevation of Coeur d'Alene Lake at and below 2129 feet above mean sea level as measured by the United States Geological Survey water gage at Coeur d'Alene Lake, which is referenced to the U.S.G.S., B.M., at the SE corner of the former Merriam Building having an original elevation of 2157.404 (datum shown minus 3.05 feet equals NGS). Such regulation and control of the water surface elevation on Lake Coeur d'Alene affects the water surface elevation of connected and tributary waters, including the Coeur d'Alene River, the St. Joe River, the St. Maries River and other connected and tributary waters. The State of Idaho retains such authority as it may have to review and regulate WWP's activities.

12. WWP shall continue to have the right to construct those facilities within the area described by the Post Patent lying between the west boundary of the Post Patent and the west boundary of the southeast quarter of Section 3, Township 50 North, Range 5 West B.M., as may be necessary or appropriate in connection with the operation of the Post Falls Development considering such factors as public safety, prudent utility operations, and the protection of WWP's property. Such facilities may include, without limitation, log booms and apparatus for the collection and removal of floating debris, safety lines to prevent members of the public and property from going through the spillgates located at the dams, and other similar facilities. The State of Idaho retains such authority as it may have to review and regulate WWP's activities.

13. This is a settlement and compromise of a dispute between the parties. The parties shall dismiss, with prejudice, all claims they have made or could have made as against each other with respect to the subject matter of this Settlement Agreement in the Kootenai County District Court Case No. 66937. No costs or attorney's fees shall be awarded to any party. WWP

EXHIBIT 1 - 9

agrees that it will not contest the claim of the State of Idaho to the bed of the Spokane River below the natural or ordinary high water mark in any other litigation or proceeding in which the State of Idaho is a party, except where another person not a party to the Agreement is making a claim against WWP with respect to the operation of the Post Falls Development; provided, however, this Agreement does not resolve and shall not be construed to affect the claims of these parties with respect to any other person.

14. The parties agree to execute such documents as may be necessary to facilitate the intentions of the parties hereto.

15. This is a full compromise of all disputed claims and the consideration set out herein is not to be construed as an admission of liability on the part of any party.

16. This Agreement shall bind the parties hereto and their heirs, successors and assigns. The rights and obligations set out herein shall run with the land now owned by the parties hereto.

17. Templins hereby release and waive any claim they may have now or in the future against WWP arising out of the subject matter of the litigation in Court in Kootenai County Cause or Docket No. 66937, including, without limitation, any claim arising out of WWP's regulation, maintenance, or control of the water surface of the Spokane River and Lake Coeur d'Alene at and below elevation 2,128 feet above mean sea level as measured by the USGS Lake Coeur d'Alene water gage.

18. If, for any reason, any part of this Agreement is determined to be invalid by a final decision of a court of competent jurisdiction, this Agreement shall be null and void ab initio and the parties shall be returned to their original positions. The parties hereto shall not take any action which shall cause such invalidity.

19. This is a settlement and compromise agreement between the parties hereto. By entering into this Agreement, the parties are not admitting the validity of the claims of the other parties. This Agreement shall constitute a full and complete

satisfaction of all claims that have been made or could be made in Cause No. 26335, in the First Judicial District of the State of Idaho in and for the County of Kootenai. The parties hereto release forever, all claims which the parties may have now or in the future against each other with respect to the property described in this Agreement relating only to the claims described in this agreement, and the operation of the Post Falls Development as set forth herein.

20. This Agreement shall not be construed to affect any claims of these parties as against any person other than these parties. However, any party hereto may assert any right, title or interest agreed or acknowledged herein against any other person. "Person" shall mean all individuals, organizations, corporations, governmental bodies or entities and any entity that may sue or be sued.

21. For the purpose of this Agreement only, the parties hereto agree that the natural or ordinary high water mark along the property described in the attached Exhibit A is at an elevation of 2,124 feet above mean sea level as measured by reference to the USGS water gage for Lake Coeur d'Alene.

22. The State of Idaho agrees that it will not charge any fee for occupancy of the shore along the Spokane River on the river side of the property described in Exhibit A above the natural or ordinary high water mark which for purposes of this agreement only is at elevation 2,124 feet above mean sea level as measured by reference to the elevations of the USGS water gage for Lake Coeur d'Alene. (USGS gage elevation minus 3.05 feet equals NOAA elevations.) However, construction of facilities below USGS water gage elevation 2,128 feet above mean sea level shall be subject to regulation or approval under Idaho and federal law to the extent such law is applicable.

23. This Agreement is binding and effective so long as: all of the necessary regulatory approvals are obtained; an appropriate Order approving this settlement has been issued by the Idaho Board of Land Commissioners; this Settlement Agreement is filed and a decree approving this settlement has been entered

1143124

by the Court in Case No. 66937 in the First Judicial District of the State of Idaho in and for the County of Kootenai and this Settlement Agreement is likewise filed in the Kootenai County Recorder's Office. The parties shall take immediate action to seek and obtain those approvals that may be necessary.

Robert G. Templin 11-14-88 / Date

Mary Templin 11-14-88 / Date

ROBERT G. TEMPLIN / MARY TEMPLIN

TEMPLIN'S RESORT AND CONFERENCE CENTER, INC.

By Robert G. Templin — 11-14-88 Date

ROBERT G. TEMPLIN

Its Pres.

THE WASHINGTON WATER POWER COMPANY

Paul A. Redmond — Nov. 14, 1988

Paul A. Redmond
Chairman of the Board and
Chief Executive Officer

THE STATE OF IDAHO ACTING THROUGH THE STATE BOARD OF LAND COMMISSIONERS

By Cecil D. Andrus
Governor of the State of Idaho and President of State Board of Land Commissioners

COUNTERSIGNED

By Pete T. Cenarrusa
Secretary of the State of the State of Idaho

By Stanley F. Hamilton
Director, Department of Lands

EXHIBIT 1 - 12

1143124

STATE OF IDAHO)
) ss.
County of Kootenai)

I certify that I know or have satisfactory evidence that ROBERT G. TEMPLIN and MARY TEMPLIN, husband and wife, signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated _____

Notary Public in and for the State of Idaho, residing at
My commission expires 5-1-91

STATE OF IDAHO)
) ss.
County of Kootenai)

I certify that I know or have satisfactory evidence that ROBERT G. TEMPLIN signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the PRES of TEMPLIN'S RESORT & CONFERENCE CENTER, INC. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated Nov. 14, 1988

Notary Public in and for the State of Idaho, residing at
My appointment expires 5-21-91

EXHIBIT 1 - 13

1143124

STATE OF WASHINGTON)
) ss.
County of Spokane)

I certify that I know or have satisfactory evidence that PAUL A. REDMOND, signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Chairman of the Board and Chief Executive Officer of THE WASHINGTON WATER POWER COMPANY to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated 11/14/88

Donna Bolin
Notary Public in and for the State of Washington, residing at Spokane
My appointment expires 11/17/88

STATE OF IDAHO)
) ss.
County of Ada)

On this 19 day of December, 1988, before me, a Notary Public in and for the State, personally appeared CECIL D. ANDRUS, known to me to be the Governor of the State of Idaho, and PETE T. CENARRUSA, known to me to be the Secretary of the State of Idaho, and STANLEY F. HAMILTON, known to me to be the Director, Department of Lands of the State of Idaho, who executed said instrument and acknowledged to me that such 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.

Notary Public of Idaho
Residing at Idaho City, Id.
My Commission Expires: 8-23-92

THPLN1/10

EXHIBIT 1 - 14

1143124

EXHIBIT A

LANDS CLAIMED BY TEMPLIN

TRACT 1

Tract 1 in the Southeast Quarter of Section 3, Township 50 North, Range 5 W.B.M., Kootenai County, State of Idaho, according to the plat of the Heirs of Margaret Post Estate more particularly described as: commencing at the Southeast corner of said Section 3; thence North, 1592.2 ft. along the East boundary of Lot 5; thence West, 1399.10 ft. along the South boundary of First Street and the North boundary of Lots 5, 4, 3 and 2 of said plat to the POINT OF BEGINNING; thence continuing West 544 ft. along the North boundary of Lot 1 of said plat; thence South 546.1 ft. along the West boundary of said Lot 1 to a point on the right bank of the Spokane River; thence southeasterly along the right bank of the Spokane River, approximately 778 ft.; thence North, 1086 ft. along the East boundary of said Lot 1 of said plat to the POINT OF BEGINNING.

TRACT 2

Tract 2 in the Southeast Quarter of Section 3, Township 50 North, Range 5 W.B.M., Kootenai County, State of Idaho, according to the plat of the Heirs of the Margaret Post Estate more particularly described as: commencing at the southeast corner of said Section 3; thence North 1592.2 ft. along the East boundary of Lot 5 of said plat; thence West 1057.10 ft. along the South boundary of First Street and the North boundary of Lots 5, 4 and 3 of said plat to the POINT OF BEGINNING; thence continuing West, 342 ft. along the North boundary of Lot 2; thence South, 1086 ft. along the West boundary of said Lot 2 of said plat to a point on the right bank of the Spokane River; thence southeasterly along the right bank of the Spokane River, approximately 569 ft.; thence North 1509 ft. along the East boundary of said Lot 2 of said plat to the POINT OF BEGINNING.

Templin Home

That part of Section 2, Township 50 North, Range 5 West of the Boise Meridian, Kootenai County, Idaho, more particularly described as follows:

EXHIBIT A - 1

1143124

BEGINNING at the center point of vacated Hazel Street, which is 50 feet South of the Southwest corner of Block 11, of FORD'S ADDITION TO THE CITY OF POST FALLS; thence, East 300 feet; thence North 50 feet to the Southeast corner of Block 11; thence East 200 feet; thence approximately South 23° East to the Spokane River; thence, following the North bank of the Spokane River to a point 800 feet East of the Section line between Section 2 and 3 of said Township and Range; thence, North to a point 2,160 feet South of the North line of the Southwest Quarter and 800 feet East of the West line of said Section 2; thence, North 88°31'50" West, 109.63 feet to a point on a rock; thence,North 58°12'50" West, 152.98 feet to a rod set at the end of a rock wall; thence, South 69°39'29" West, 149.58 feet to a point on the face of a rock cliff; thence, South 89°59'50" West, 79.75 feet to the East line of said Block 11, 2 feet South of the Northeast corner of Lot 10 of said Block 11; thence, West parallel with the North line of said Lot 10, 300 feet to the West line of said Block 11; thence, South to the POINT OF BEGINNING.

EXHIBIT A - 2

EXHIBIT 1 - 16

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1143124 DISTRICT COURT IN KOOTENAI COUNTY
CAUSE NO. 66937
EXHIBIT NO. 2 TO JOINT MOTION AND STIPULATION
FILED JANUARY, 1989

LANDS QUIETED TO TEMPLIN RESORT AND CONFERENCE CENTER, INC.

All references to elevations above mean sea level are measured by reference to the elevations shown on the water gage for Lake Coeur d'Alene owned and operated by the United States Geological Survey (USGS), which is referenced to a USGS bench mark at the southeast corner of the former Merriam Building in the city of Coeur d'Alene having an original elevation of 2157.404 feet. The USGS Coeur d'Alene Lake water gage elevations minus 3.05 feet equal the current datum of the National Oceanic and Atmospheric Administration of the United States Department of Commerce, which was formerly the U.S. Coast and Geodetic Survey.

Lot 1 (Tract 1) in the MAP OF THE HEIRS OF THE MARGARET POST ESTATE, situated in Government Lot 8, Section 3, Township 50 North, Range 3 West, Boise Meridian, according to the plat on file in Book C of Plats at page 111, in the office of the Recorder of Kootenai County, Idaho; more particularly described as follows:

commencing at the Southeast corner of said Section 3;

thence North 1592.2 feet along the East boundary of Lot 5 of said plat;

thence West 1399.10 feet along the South boundary of First Street and the North boundary of Lots 5, 4, 3 and 2 to the POINT OF BEGINNING;

thence continuing West, 544 feet along the North boundary of the said Lot 1;

thence South 548.7 feet along the West boundary of said Lot 1 to a point on the right bank of the Spokane River at an elevation of 2124.0 feet above msl;

thence southeasterly along the right bank of the Spokane River at elevation 2124.0 feet above msl, the meanders of which are as follows:

South 49°42'40" East, 30.32 feet;
thence South 45°28'42" East, 30.49 feet;
thence North 87°25'23" East, 41.17 feet;
thence South 62°54'27" East, 104.50 feet;
thence South 53°36'19" East, 67.11 feet;
thence South 47°11'32" East, 116.32 feet;
thence South 35°59'46" East, 62.88 feet;
thence South 46°06'01" East, 49.19 feet;

EXHIBIT NO. 2 - 1

1143124

thence South 37°31'39" East, 165.71 feet;
thence South 26°41'03" East, 114.71 feet;

thence North 1072.59 feet along the East boundary of said Lot 1 to the POINT OF BEGINNING.

TOGETHER WITH an easement to the City of Post Falls along the North 20 feet.

This parcel contains approximately 9.3 acres.

This description was partially written from measurements of record on the plat and an assumption that the bearings of the lot lines are basically cardinal (North, South, East, etc.).

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EXHIBIT NO. 2 - 2

1143124

DISTRICT COURT IN KOOTENAI COUNTY
CAUSE NO. 65937
EXHIBIT NO. 3 TO JOINT MOTION AND STIPULATION
FILED IN JANUARY, 1989

LANDS QUIETED TO ROBERT TEMPLIN AND MARY TEMPLIN
HUSBAND AND WIFE

All references to elevations above mean sea level (msl) are measured by reference to the elevations shown for the water gage for Lake Coeur d'Alene owned and operated by the United States Geological Survey (USGS), which is referenced to a USGS bench mark at the southeast corner of the former Merriam Building in the city of Coeur d'Alene having an original elevation of 2157.404 feet. The USGS Coeur d'Alene Lake water gage elevations minus 3.05 feet equal the current datum of the National Oceanic and Atmospheric Administration of the United States Department of Commerce, which was formerly the U.S. Coast and Geodetic Survey.

Lot 2 (Tract 2) in the MAP OF THE HEIRS OF THE MARGARET POST ESTATE, situated in Government Lot 8, Section 3, Township 50 North, Range 5 West, Boise Meridian, according to the plat on file in Book C of Plats at page 111, in the office of the Recorder of Kootenai County, Idaho; more particularly described as follows:

commencing at the Southeast corner of said Section 3;

thence North 1592.2 feet along the East boundary of Lot 5 of said plat;

thence West 1057.10 feet along the South boundary of First Street and the North boundary of Lots 5, 4 and 3 to the POINT OF BEGINNING;

thence continuing West, 342 feet along the North boundary of said Lot 2;

thence South 1072.59 feet along the West boundary of said Lot 2 to a point on the right bank of the Spokane River at elevation 2124.0 feet above msl;

thence southeasterly along the right bank of the Spokane River at elevation 2124.0 feet above msl, the meanders of which are as follows:

South 28°41'05" East, 66.83 feet;
thence South 32°55'22" East, 127.41 feet;
thence South 31°58'52" East, 127.96 feet;
thence South 46°09'59" East, 152.35 feet;
thence South 71°43'36" East, 34.86 feet;
thence South 63°07'37" East, 35.84 feet;
thence South 46°06'01" East, 49.19 feet;

EXHIBIT NO. 3 - 1

1143124

thence South 37°51'39" East, 165.71 feet;
thence South 26°41'05" East, 114.71 feet;

thence North 1072.59 feet along the East boundary of said Lot 1 to the POINT OF BEGINNING.

TOGETHER WITH an easement to the City of Post Falls along the North 20 feet.

This parcel contains approximately 9.3 acres.

This description was partially written with measurements of record on the plat and an assumption that the bearings of the lot lines are basically cardinal (North, South, East, etc.).

ALSO:

That part of Section 2, Township 50 North, Range 5 West of the Boise Meridian, Kootenai County, Idaho, more particularly described as follows:

BEGINNING at the center point of vacated Hazel Street, which is 50 feet South of the Southwest corner of Block 11, of FORD'S ADDITION TO THE CITY OF POST FALLS;

thence, East 300 feet;

thence North 50 feet to the Southeast corner of Block 11;

thence East 220 feet;

thence approximately South 13 degrees East to a point on the right bank of the Spokane River at elevation of 2124.0 feet above msl;

thence easterly along the right bank of the Spokane River at an elevation of 2124.0 feet above msl, to a point 800 feet East of the Section line between Section 2 and 3, Township 50 North, Range 5 West;

thence North to a point 2,160 feet South of the North line of the Southwest Quarter and 800 feet East of the West line of said Section 2;

thence, North 88°31' 50" West, 109.63 feet to a point on a rock;

thence, North 58°12'50" West, 132.98 feet to a rod set at the end of a rock wall;

thence, South 69°39'29" West; 149.58 feet to a point on the face of a rock cliff;

EXHIBIT NO. 3 - 2

1143124

thence, South 89°59'50" West, 79.75 feet to the East line of said Block 11, 2 feet South of the Northeast corner of Lot 10 of said Block 11;

thence, West parallel with the North line of said Lot 10, 300 feet to the West line of said Block 11;

thence, South to the POINT OF BEGINNING.

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STATE OF IDAHO
COUNTY OF KOOTENAI } ss
AT THE REQUEST OF
Wash. Water Power
At 45 minutes past 11 o'clock M
Shirley Deitz
MAR 4 1989
By Dorothy Karstan Deputy
Fee $ 93.00
Return to

EXHIBIT NO. 3 - 3

033591DM

1143

FOR VALUE R
KURT W. HE.

the Grantor ℞, do
MARK L. RO

the Grantee ℞, who

the following describe
Lot 19, Block
the County Reo
County, Idaho.

Jan L. Heidenre
Idaho, records
hereby assume a

TO HAVE AN
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said Grantee ℞, that
encumbrances exce
ments of recor
year 1989 and
certain Deed o
and that he Y

Dated: March 8
Kurt W. Heide
Kurt W. Heide

ACKNOWLEDGMEN

STATE OF Idaho

On this 10
the year of 1989.
Matthew
personally appeared
L. Heidenr
identified to me to be
subscribed to the w
me that

Notary Public
Residing at