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between them.

COFFIN, BROOKS & MILLER
ATTORNEYS AT LAW
1000 WEST BRIDGE STREET, SUITE 200
BOZEMAN, MONTANA 59717

DISTRICT COURT IN SPOKANE COUNTY
CAUSE NO. 88937
EXHIBIT 1 TO JOINT MOTION AND STIPULATION
FILED JANUARY, 1989
1143124

SETTLEMENT AGREEMENT, RELEASE, WAIVER, 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 dispute between them.

WITNESSETH:

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

1143124

Surveyors and a patent was issued by the United States to Frederick Post, dated September 3, 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 30 North Range 3 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, Templin claim that they own certain lands described in the attached Exhibit A. (including riparian and

EXHIBIT 1 - 1

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

WHEREAS, WNP claims that any riparian and littoral rights appurtenant to real property owned by Texplins 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 WNP's predecessors in interest; and

WHEREAS, WNP 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 WNP's operation of the Post Falls Development, WNP 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 WNP 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, WNP asserts that the Spokane River located within the area described in the Post Patent lying west of the west

EXHIBIT 1 - 3

- 3 -

1143124

boundary of the east half (E $\frac{1}{2}$) of the east half (E $\frac{1}{4}$) of the southwest quarter (SW $\frac{1}{4}$) of Section 3, Township 30 North, Range 3 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, 1990, and is not a navigable water of the State of Idaho; and

WHEREAS, WWP asserts that the property on which WWP's dam 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. 88937 and to resolve their respective claims by settlement and compromise.

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

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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 divesting 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 Merriam 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 Atmospheric 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.

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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 hereafter 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 (E₁) of the east half (E₁) of the southwest quarter (SW₁) of Section 3, Township 30 North, Range 3 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

- 7 -

Exhibit 1 - 7

1143124

thereto, which reservoir results from holding the elevation of Lake Coeur d'Alene at and below 2,126 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. 2543 to include the Post Falls Development and as described in the FERC order for Project No. 2543 [see 16 FERC 662096]. 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

EXHIBIT 1 - 8

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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.C.S., B.M., at the SE corner of the former Herriman Building having an original elevation of 2157.404 (datum shown minus 3.05 feet equals MGS). 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 3 West E.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 spillways 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

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agree 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 2,228 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

EXHIBIT 1 - 10
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satisfaction of all claims that have been made or could be made in Cause No. 86938 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

EXHIBIT 1 - 11

- 11 -

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 Mary Templin 11-14-88
ROBERT G. TEMPLIN / Date MARY TEMPLIN / Date

TEMPLIN'S RESORT AND CONFERENCE CENTER, INC.

By Robert G. Templin 11-14-88
ROBERT G. TEMPLIN / Date
Its President

THE WASHINGTON WATER POWER COMPANY

Paul X. Redmond Nov. 19, 1988
Paul X. Redmond / Date
Chairman of the Board and Chief Executive Officer

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

By David D. Shidner
Governor of the State of Idaho and President of State Board of Land Commissioners

COUNTERSIGNED

By Walter E. ...
Secretary of the State of the State of Idaho

By Shirley F. Hamilton
Director, Department of Lands



EXHIBIT 1 - 12

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STATE OF IDAHO

County of Kootenai

I certify that I know or have satisfactory evidence that
ROBERT G. TIMPLIN and MARY TIMPLIN, 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

[Signature]
Notary Public in and for the State
of Idaho, residing at
My commission expires 5-11-91

STATE OF IDAHO

County of Kootenai

I certify that I know or have satisfactory evidence that
ROBERT G. TIMPLIN signed this instrument, on oath stated that he
was authorized to execute the instrument and acknowledged it as
the PRES of TIMPLIN'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

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

EXHIBIT 1 - 13

- 13 -

1143124

STATE OF WASHINGTON

County of Spokane

I certify that I know or have satisfactory evidence that PAUL A. REEDMOND, 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 11/21/88

Dorena B. B. B.
Notary Public in and for the State
of Washington, residing at Spokane
My appointment expires 11/21/88

STATE OF IDAHO

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 PETER C. GENARUSA, 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.

Charles S. Bingham
Notary Public for Idaho
Residing at Idaho City, Id.
My Commission Expires: 8-21-92

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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 3, 4, 3 and 2 of said plat to the POINT OF BEGINNING; thence continuing West 344 ft. along the North boundary of Lot 1 of said plat; thence South 535.1 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 3 of said plat; thence West 1057.10 ft. along the South boundary of First Street and the North boundary of Lots 3, 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 1309 ft. along the East boundary of said Lot 2 of said plat to the POINT OF BEGINNING.

Templin Memo

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

EXHIBIT 1 - 13

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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 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°11'30" West, 109.63 feet to a point on a rock; thence, North 58°11'30" 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; 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 - 1

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 QUIRITED 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 30 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 3 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°23'23" 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°51'39" East, 165.71 feet;
thence South 25°41'03" East, 114.71 feet;

thence North 1071.59 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

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DISTRICT COURT IN KOOTENAI COUNTY
CAUSE NO. 66937
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 2137.404 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 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 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 25°41'03" East, 65.83 feet;
thence South 32°55'22" East, 127.41 feet;
thence South 31°58'32" East, 127.96 feet;
thence South 46°09'39" 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

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thence South 37°31'39" 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 3, Township 50 North, Range 3 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 westerly 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 3
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 38°12'50" West, 152.98 feet to a rod set at the end
of a rock wall;

thence, South 83°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, 79.73 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.

11136100570101

STATE OF IDAHO
COUNTY OF KOOTENAI

AT THE REQUEST OF

Wash. Arthur Zee
M. J. 15 minutes pay 11 March 1989

Shirley Delle

MAR 13 1989

By *Donna Karsten* Deputy

EXHIBIT NO. 3 - 3

Fee \$ 93.00
Return to

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FOR VALUE R
KURT W. HEIDE

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Dated March 8
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Kurt W. Heide

ACKNOWLEDGMENT

STATE OF Idaho

On this 10
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Notary Public, I
Residing at *Boise*