

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
BENEFICIAL USE FIELD REPORT

A. GENERAL INFORMATION

Permit No: 95-12295
Exam Date: 5/11/2016

1. Current Owner:
RON PRATTE 4400 W EARHART WAY CHANDLER AZ 85226 (208)277-7774
2. Accompanied by: Leon Elliott
Phone No: 208-446-3670
Relationship to Permit Holder: Grounds Keeper

3. **SOURCE:**
COEUR D ALENE LAKE

TRIBUTARY:
SPOKANE RIVER

B. OVERLAP REVIEW

1. Other water rights with the same place of use: 95-12295 and 95-9178
2. Other water rights with the same point-of-diversion: 95-10889

C. DIVERSION AND DELIVERY SYSTEM1. **LOCATION OF POINT(S) OF DIVERSION:**

COEUR D ALENE LAKE NW¼SW¼ Sec. 20, Twp 48N, Rge 04W, B.M. KOOTENAI County

Method of Determination: Maps and GPS. POD location at 116° 53.676, 47° 29.271

2.

PLACE OF USE: IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
48N	04W	20							1.6 L 2	0.4 L 3		2.3 L 2							4.3

Total Acres: 4.3

Method of Determination: Google Earth and Arc map.

3.

Delivery System Diagram Attached (required). Indicate all major components and distances between components.
☒ Indicate weir size/pipe as applicable.

☒ Map Attached Showing Location(s) of point(s) of diversion and place(s) of use (required). Scale must be 1:24,000 or greater.

☒ Aerial Photo Attached (required for irrigation of 10+ acres).

☒ Photo of Diversion and System Attached

4.

Well or Diversion ID No.*	Motor Make	Hp	Motor Serial No.	Pump Make	Pump Serial No. or Discharge Size
	FRANKLIN	7.5			

*Code to correspond with No. on map and aerial photo

D. FLOW MEASUREMENTS

1.

Measurement Equipment	Type	Make	Model No.	Serial No.	Size	Calib. Date

2. Measurements: UNABLE TO PERFORM MEASUREMENT. UNITED CROWN PUMP CONTACTED AND THEY VERIFIED THEY INSTALLED A 60 GPM 7.5 HP FRANKLIN PUMP FOR IRRIGATION.

E. FLOW

CALCULATIONS

Measured Method:

_____ Additional Computation Sheets Attached

F. VOLUME CALCULATIONS

1. Volume Calculations for Irrigation:

$$V_{IR} = (\text{Acres Irrigated}) \times (\text{Irrigation Requirement}) = 4.3 \text{ AC} \times 3.0 \text{ AF} = 12.9 \text{ AF}$$

$$V_{DR} = [\text{Diversion Rate (cfs)}] \times (\text{Days in Irrigation season}) \times 1.9835 = 0.13 \times 246 \times 1.9835 = 63.4 \text{ AF}$$

$$V = \text{Smaller of } V_{IR} \text{ and } V_{DR} = 12.9 \text{ AF}$$

2. Volume Calculations for Other Uses:

G. NARRATIVE/REMARKS/COMMENTS

Field exam with Leon Elliot (applicant's grounds keeper) showed unknown pump size from lake for irrigation. A call to United Crown Pump on 3/14/17 confirmed pump installed was a 60 gpm 7.5hp Franklin. Application was for 5 acres of irrigation from the lake. IDWR had to wait until an easement could be provided to the department to show that the applicant had permission to irrigate driveway that is not owned by himself. Easement was provided by lawyer to show that applicant was allowed to perform maintenance to driveway which includes landscaping and irrigation.

The water system was tough to understand because numerous builders and contractors had worked on it and nobody can a clear understanding of how it worked. It appeared that water was pumped from lake up a hill to a filtration system. After it was filtered it was put into a small underground vault with a large pressure tank above. The vault would feed the pressure tank and irrigation would be done in various sections around the property while lake pump kept vault full.

Pump is capable of producing 60 gpm or 0.13 cfs. License will be issued for 0.13 cfs for the irrigation of 4.3 acres. Applicant also has another permit 95-10889 for the irrigation of 2 acres. After both exams and tracing out irrigation on Arc map it was determined that applicant was irrigating 6.3 acres. Licenses will have overlap condition stating when both rights are combined cannot exceed 0.13 cfs and the irrigation of 6.3 acres. Condition 928 will also be placed on both licenses because applicant has an adjudication claim 95-9178 for domestic use from the lake.

License will have to be amended to include irrigation along driveway. Mr. Elliot said the original plan was not to irrigate the driveway but applicant wanted it irrigated. Because there were 5 acres applied for and only 4.3 acres were irrigated the amendment can be done because there is no enlargement. License will also show a new QQ in the pou as SWNW gov lot 2. Because application and permit showed NWSW gov lot 2 we can make correction to show all QQ in gov lot 2.

Have conditions of permit approval been met? X Yes No

H. RECOMMENDATIONS

1. Recommended Amounts

BENEFICIAL USE
IRRIGATION

PERIOD OF USE
03/15 to 11/15

DIVERSION RATE
0.13 CFS

Totals: 0.130 CFS

2. Recommended Amendments

Change P.D. as reflected above Add P.D. as reflected above X None

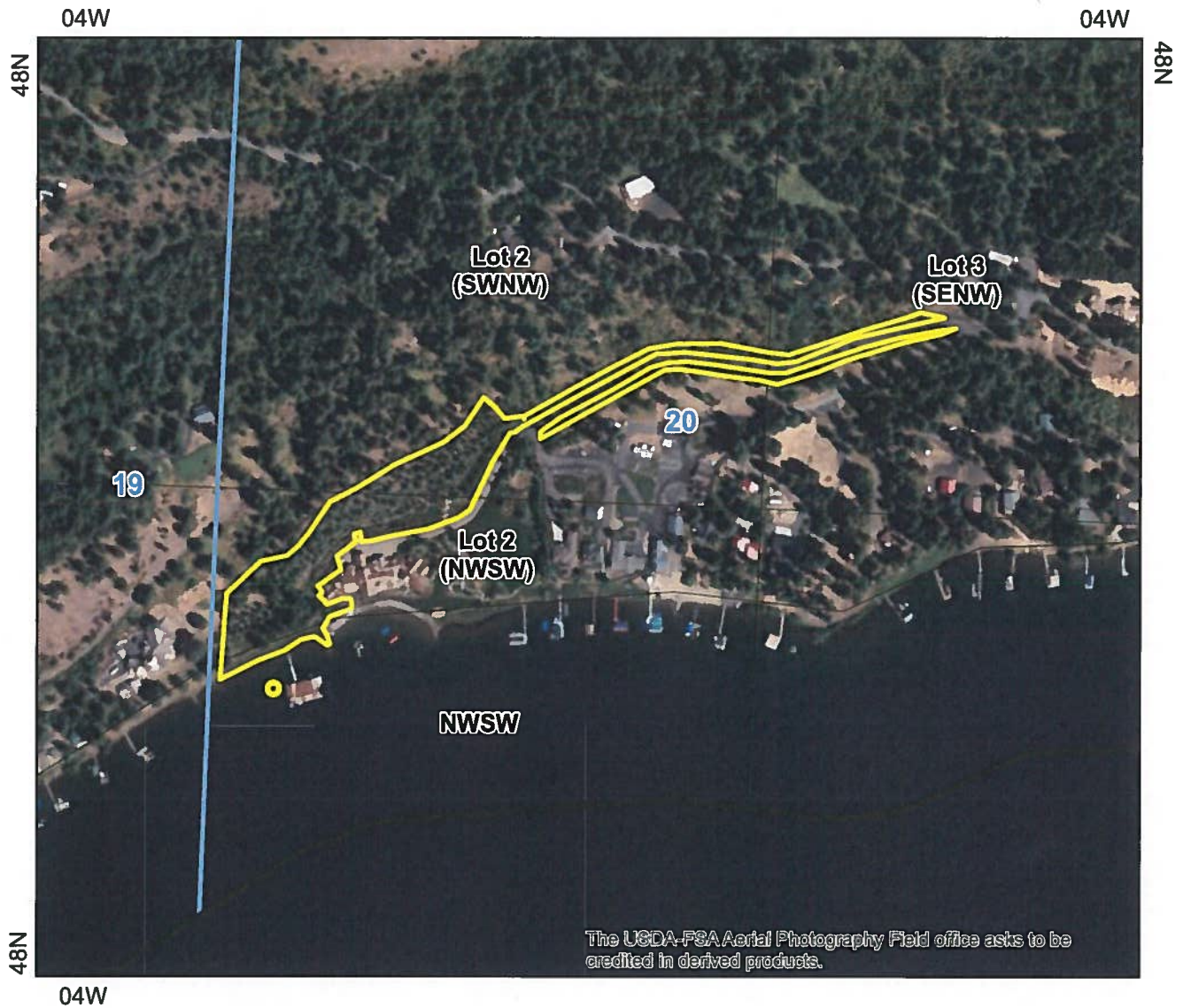
Change P.U. as reflected above X Add P.U. as reflected above None

I. AUTHENTICATION

Field Examiner's Name Adam Fendrich Date 3-27-2017
Reviewer Morgan Case Date 4/10/2017

State of Idaho
Department of Water Resources
Attachment to Field Exam
95-12295

IRRIGATION



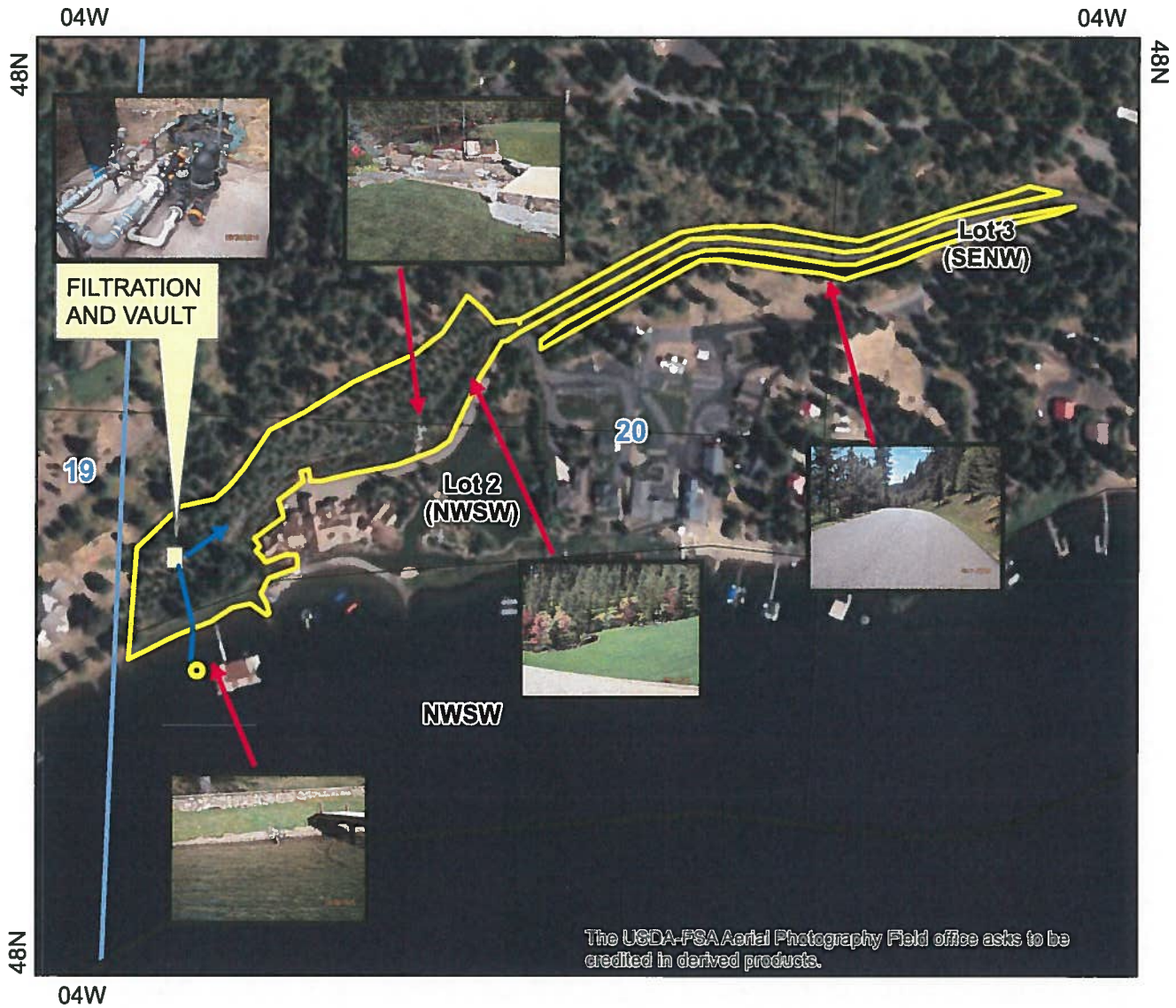
-  Point of Diversion
-  Place Of Use Boundary
-  Townships
-  PLS Sections

0 0.05 0.1 0.2 Miles



State of Idaho
Department of Water Resources
Attachment to Field Exam
95-12295

SYSTEM DIAGRAM



04W

0 0.04 0.08 0.16 Miles

- Point of Diversion
- Place Of Use Boundary
- Townships
- PLS Sections



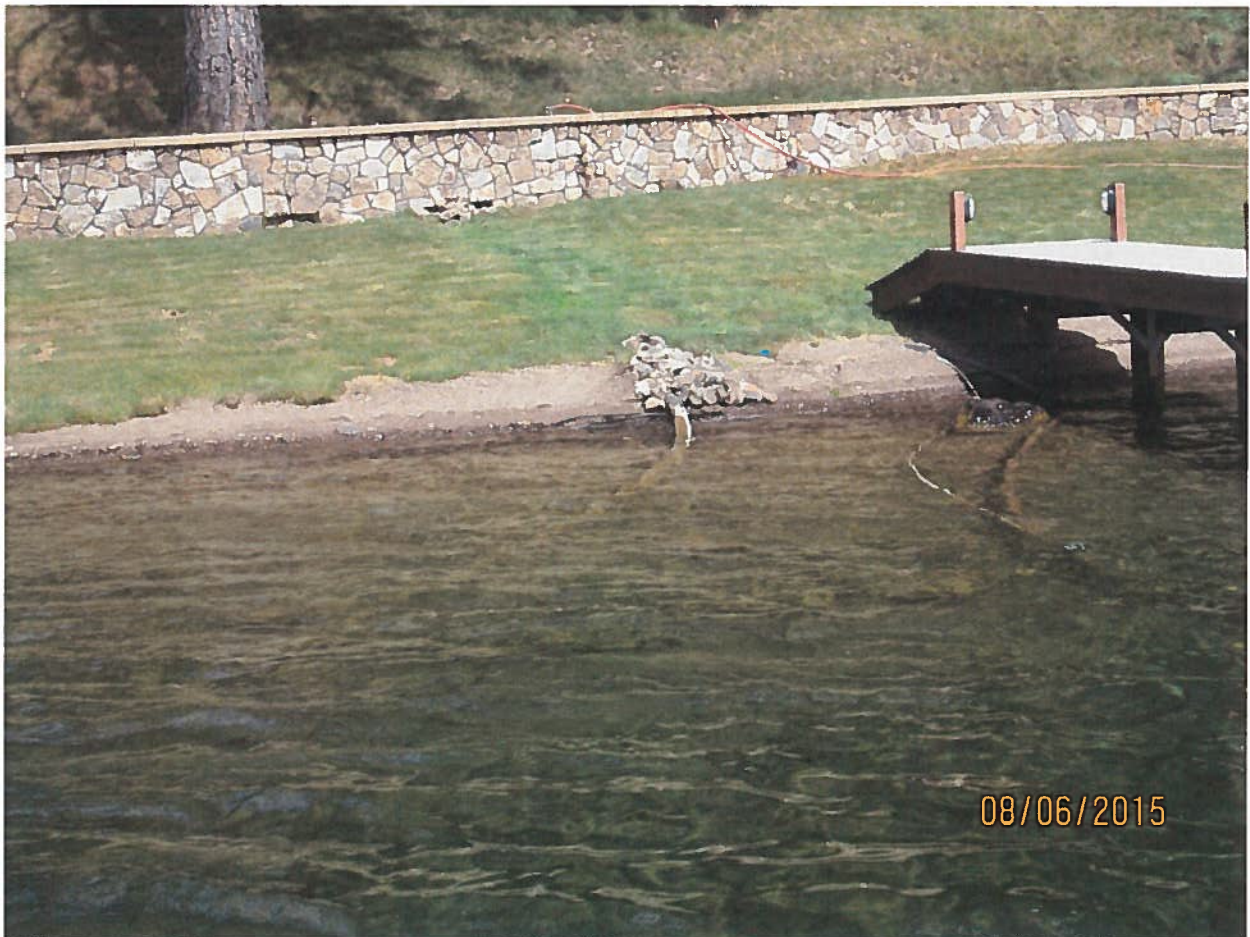
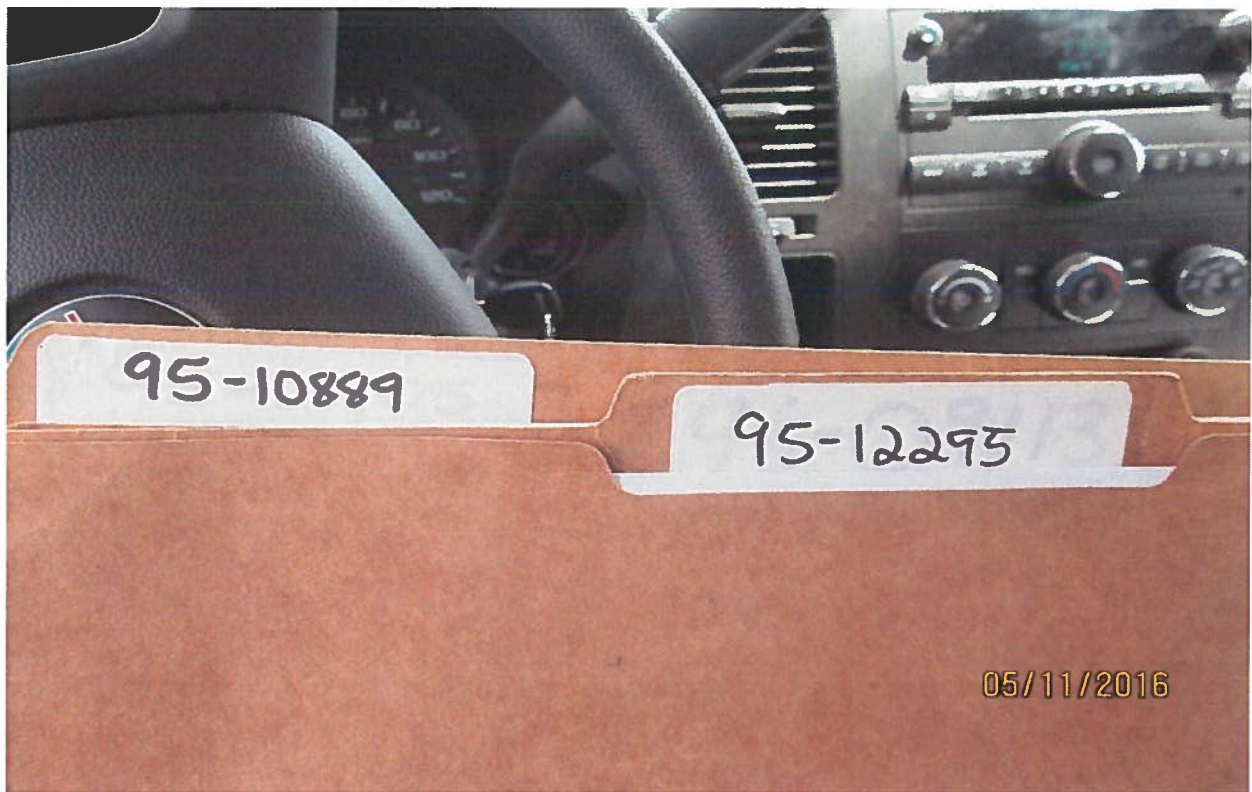
GOOGLE EARTH IMAGES TO SHOW THE IRRIGATION FOR WATER RIGHTS 95-12295 AND 95-10889



GOOGLE EARTH IMAGE FROM 7/23/2013



GOOGLE EARTH IMAGE FROM 4/20/2015

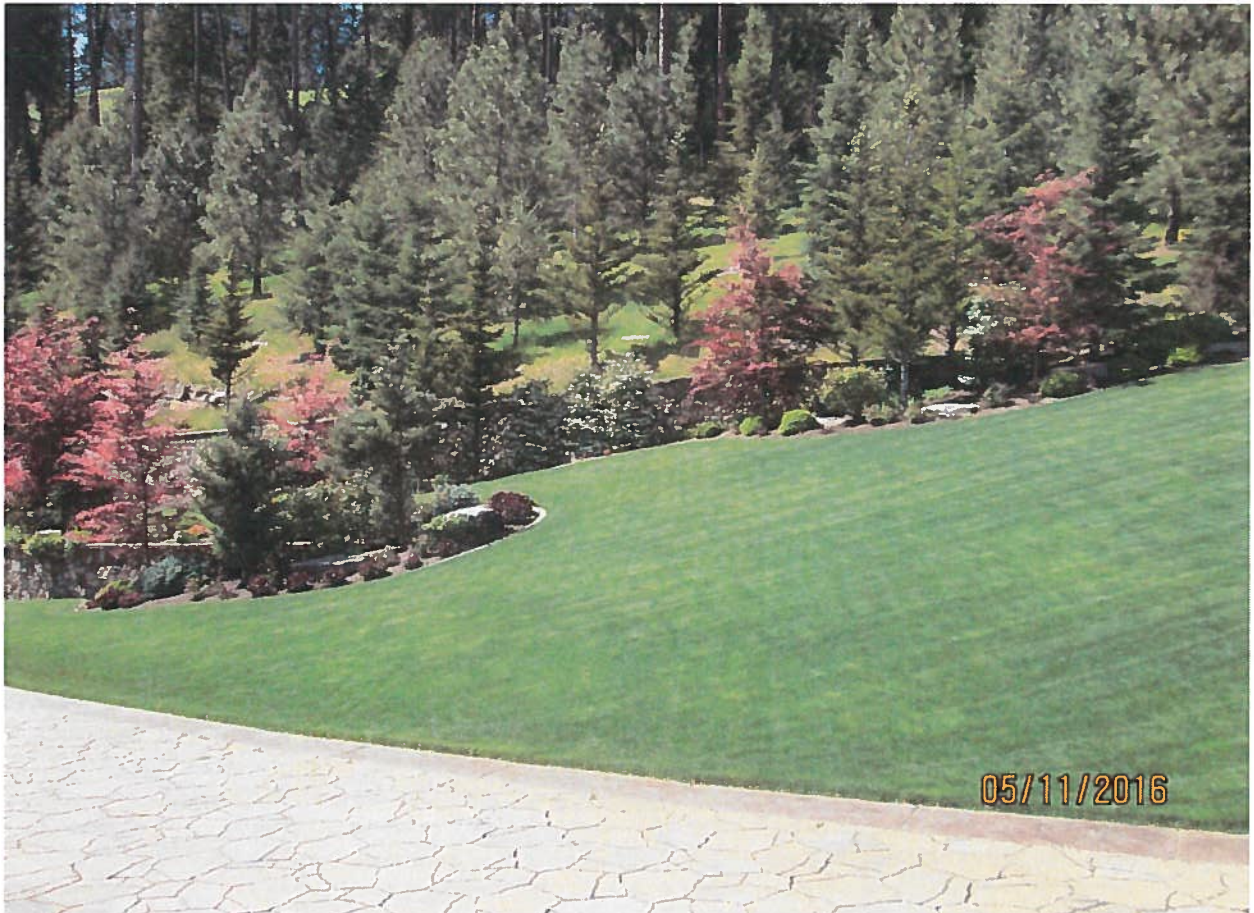


Point of diversion. One point is for irrigation and 2nd point is for domestic adjudication claim 95-9178.

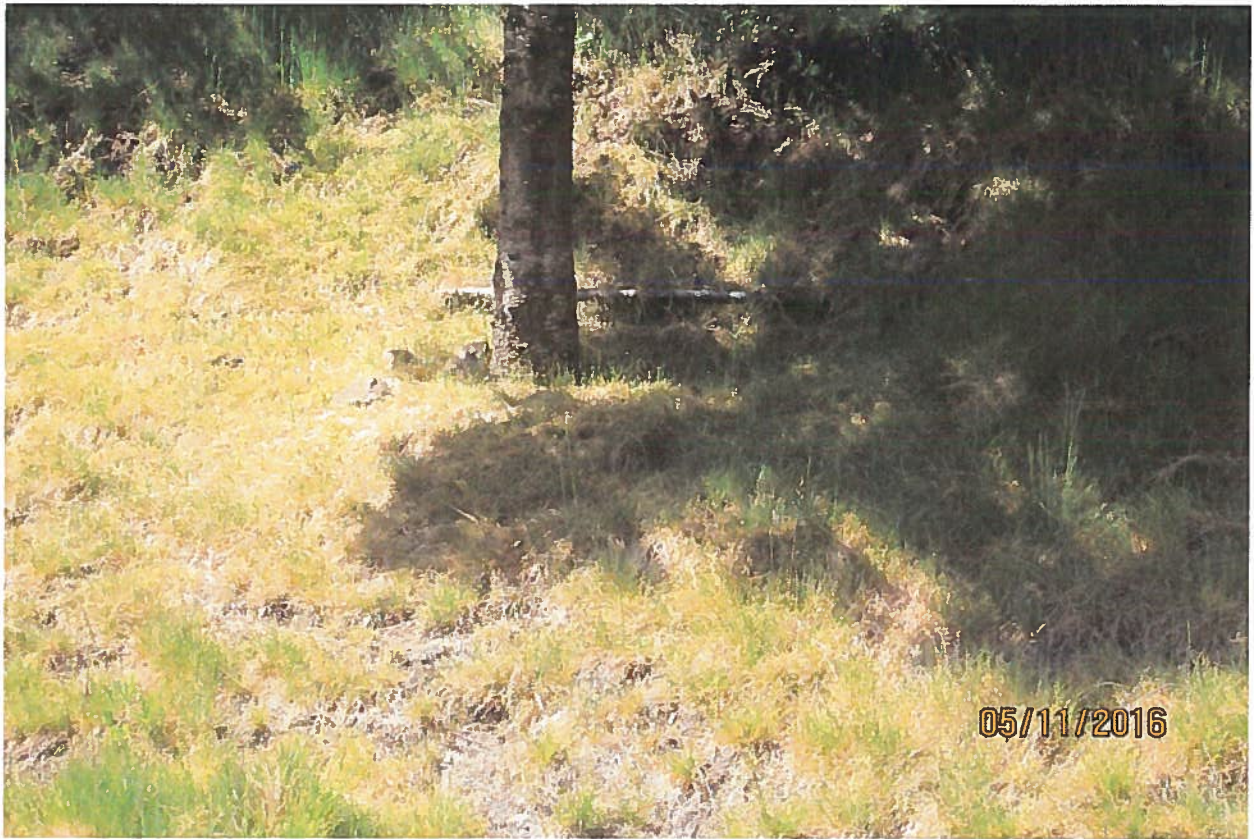


Filtration system for lake water. Water is pumped from lake to filtration to small storage tank and then pumped to irrigation system.





Irrigation.



Driveway irrigation.





Driveway irrigation.



Frederick, Adam

From: Stephanie Blalack <sblalack@verdisnw.com>
Sent: Monday, March 27, 2017 12:46 PM
To: Frederick, Adam
Subject: Ron Pratte
Attachments: Untitled_03272017_123106.pdf

Hi Adam,
Attached is the authorization you requested!
Thanks again for your help today,

Stephanie Blalack
Senior Planner


verdis
planning | design | engineering | construction

☎ (208) 667-1214 x102
📠 (208) 659-6559



State of Idaho

DEPARTMENT OF WATER RESOURCES

Northern Region • 7600 N. Mineral Drive, Suite 100 • Coeur d'Alene, Idaho 83815-7763
Phone: (208) 762-2800 • Fax: (208) 762-2819 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

March 15, 2017

RON PRATTE
4400 W EARHART WAY
CHANDLER AZ 85226

RE: Water Right Permit No. 95-12295

Dear Permit Holder(s):

The Department of Water Resources is reviewing the permit(s) referenced above prior to issuing water right license(s). By issuing a license, the Department confirms the extent of development that has been established in compliance with the terms of the permit.

The examiner who verified your water use reported that certain elements of the permit(s) have been developed differently than described on your permit(s). Changes that do not increase the authorized use of water under the permit(s) can be requested and approved in accordance with Section 42-211, Idaho Code. Before license(s) can be issued, your permit(s) must be amended to depict your water use as it was actually developed.

Based on the examiner's report, the following elements were developed differently than described on your permit(s):

_____ **Point(s) of Diversion**

 X **Place(s) of Use**

_____ **Other**

The enclosed Application for Amendment form(s) depicts the elements of the water right(s) as they will appear on the license(s) when issued. Please review the amendment form(s) carefully. If you concur with the information presented, please sign and return the form(s) with the \$100.00 filing fee within 14 days.

If you have any questions, please call me at 208-762-2800.

Sincerely,

A handwritten signature in blue ink that reads "Adam Frederick". The signature is written in a cursive, flowing style.

Adam Frederick
Senior Water Resource Agent

Enclosure(s): Application for Amendment

Frederick, Adam

From: Wendy <wendy@unitedcrown.com>
Sent: Friday, September 16, 2016 9:20 AM
To: Frederick, Adam
Cc: ragueros@unitedcrown.com
Subject: Ron Pratte Property
Attachments: UNITED CROWN LTR.pdf

Adam,
Please find the attached Grant Of Easement documents for Ron Pratte property. This email was forwarded to us from Ron Pratte's attorney. If there is anything else we can do to help please let us know.

Have a great day,
Wendy


UNITED CROWN
PUMP & DRILLING
Wendy Ayala
3125 W. Hayden Ave.
Hayden, Id. 83835
Phone: 772-7867 Fax: 772-7229

JOHN F. MAGNUSON
ATTORNEY AT LAW

ADMITTED IN IDAHO AND WASHINGTON

TELEPHONE
208•667•0100

FAX
208•667•0500

P.O. Box 2350
1250 NORTHWOOD CENTER COURT
SUITE A
COEUR D'ALENE
IDAHO 83816

September 15, 2016

United Crown Pump & Drilling
Attn: Ms. Wendy Ayala
3125 W. Hayden Avenue
Hayden, ID 83835

E-MAIL TRANSMISSION
wendy@unitedcrown.com

Re: Ron Pratte Property

Dear Wendy:

Mr. Pratte has forwarded your e-mail to me for a response. You indicate that IDWR is looking for some sort of agreement between Mr. Pratte and his neighbors, Mr. Schwartz and the Johnson Family Trust, that authorizes Mr. Pratte to irrigate portions of their properties.

Enclosed you will find a "Grant of Easement" which was made for the benefit of the Pratte property, by Mr. and Mrs. Schwartz (Kootenai County Instrument No. 2339138000). The Grant of Easement, at Exhibit D, depicts "the easement premises" over the Schwartz and Johnson Trust properties.

The Grant of Easement authorizes Mr. Pratte, as well as any subsequent owners of the Pratte property, to maintain any improvements constructed on or over the easement premises. Maintenance of the easement premises remains the responsibility of Mr. Pratte and his successors. The maintenance in this context includes landscaping.

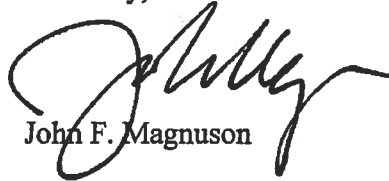
Also enclosed is an access easement (Kootenai County Instrument No. 1829393) over the Johnson Trust property (which was described in the Access Easement as the Swenson property). Mr. Pratte and his successors maintain this area as well. This portion of the access to the Pratte property is shown on Exhibit D to the Access Easement.

September 15, 2016

Page 2

If you need additional information, please let me know.

Sincerely,

A handwritten signature in black ink, appearing to read 'John F. Magnuson', written over the printed name.

John F. Magnuson

JFM/krn

Enclosure

cc: Ron Pratte
UNITEDCROWN.LTR.wpd

verdis

602 east garden avenue
p. o. box 580
coeur d' alene, idaho 83816
tel.208.667.1214
fax.208 765.2516

www.verdisnw.com

To: To Whom It May Concern

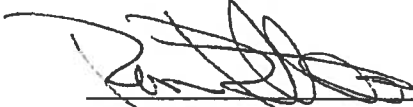
From: Ron Pratte

Date: October 30, 2014

Re: Authorization

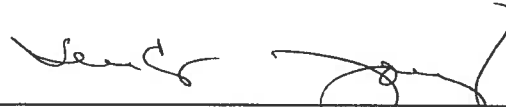
I hereby authorize Verdis to act on my behalf as my representative to local, state and federal agencies and when applying for or researching my permits.

If you have questions regarding this matter you may contact me at 702 378-5500



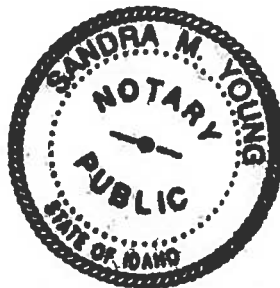
Ron Pratte

On this 30th day of October 2014, before me, Sandra M. Young personally appeared Ron Pratte, known or identified to me to be the person who executed this instrument and acknowledged to me the same.



Notary Public in and for the State of Idaho
Residing in Coeur d'Alene, ID
My Commission Expires:

8/2/16



RECORDING REQUESTED BY:

CLIFFORD T. HAYES 12P 2338138000
KOOTENAI COUNTY RECORDER Page 1 of 12
JAY Date 12/18/2011 Time 02:57:53
REQ OF JOHN MAGNUSON
RECORDING FEE: \$43.00
2338138000 DE

GRANT OF EASEMENT

THIS GRANT OF EASEMENT is made and entered into on the dates set forth below by and between **ROBERT J. SCHWARTZ** and **JANE A. MOORE-SCHWARTZ**, husband and wife, of 5124 South Sunward Drive, Spokane, Washington 99223 (hereafter collectively referred to as "Grantor"), and the following parties (all collectively referred to herein as "Grantees"); **RON PRATTE**, a single man, of 4400 W. Earhart Way, Chandler, Arizona 85226; **MARK J. KOTH** and **EILEEN M. KOTH**, husband and wife, of 4705 South Bella Vista Drive, Veradale, Washington 99037; and **JoANN DELANEY TRIPP**, a married woman as her sole and separate property, of 1720 South Upper Terrace Road, Spokane, Washington 99203.

RECITALS:

WHEREAS, the parties hereto acknowledge and agree as follows:

(A) Grantor is the owner of a parcel of real property located in Kootenai County, Idaho and described in more particularity on Exhibit A hereto (which is incorporated herein as though set forth in full). The property of Grantor as described on Exhibit A hereto is referred to herein as "Parcel 1."

(B) Pratte is the owner of a parcel of land situate in Kootenai County, Idaho and described in more particularity on Exhibit B hereto (which is incorporated by this reference). The property of Pratte as described above is referred to herein as "Parcel 2."

(C) Koth is the owner of a parcel of land situate in Kootenai County, Idaho, and described in more particularity as follows: Lot 3, Block 1, of Warr's Addition to Benpoint filed in Book "G" of Plats, at pages 497, 497A-B, records of Kootenai County, located in Section 20, Township 48 North, Range 4 West, Boise Meridian, Kootenai County, Idaho. Said property is referred to herein as "Parcel 3."

(D) Tripp is the owner of a parcel of land situate in Kootenai County, Idaho, and described in more particularity as follows: Lot 4, Block 1, of Warr's Addition to Benpoint filed in Book "G" of Plats, at pages 497, 497A-B, records of Kootenai County, located in Section 20, Township 48 North, Range 4 West, Boise Meridian, Kootenai County, Idaho. Said property is referred to herein as "Parcel 4."

(E) Grantor wishes to grant to Grantees and Grantees wish to acquire from Grantor easements as described herein for those uses outlined in Section (2) hereof, over and across that portion of Parcel 1 which is hereafter described and defined as "the Easement Premises."

WITNESSETH:

NOW, THEREFORE, for and in receipt of good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the following grants, agreements, covenants, and restrictions are made:

(1) Easement Premises. The "Easement Premises" for purposes of this Grant of Easement are defined as set forth on Exhibit C hereto (which is incorporated by this reference). Said area is described herein as "the Easement Premises." Additionally, the Easement Premises are visually depicted on Exhibit D hereto.

(2) Grant of Easement. Grantors, for themselves, their assigns, and their successors, hereby grant and convey to Grantees, and their assigns, heirs, and successors, for the use and benefit of the Grantees and for the use and benefit of any future owners of their respective Parcels (Parcels 1, 2, and 3), and their respective heirs, permittees, assigns, and successors, non-exclusive perpetual easements over the Easement Premises for the following purposes: (i) for ingress and egress to their respective Parcels; (ii) for the provision of utilities to their respective, as they or their successors deem necessary; and (iii) for such additional right-of-way, as included in the defined area of the Easement Premises, for slope stabilization for any improvements, including improvements to facilitate ingress and egress, constructed by or on behalf of Grantees over or on the Easement Premises.

(3) Use of Easement Premises. The use of the Easement Premises, as defined herein, for the purposes described in Section (2) above, shall be subject to the following additional terms and conditions: (i) the cost of maintaining any improvements constructed on or over the Easement Premises shall be borne by Grantees and/or Grantees' successors, as the case may be; (ii) in improving or maintaining the Easement Premises, Grantees shall indemnify, defend, and hold Grantor and Grantor's successors harmless from any and all claims of liability by or on behalf of any third-party claiming to be owed money or to be injured or damaged as a result of the construction of said improvements, the maintenance of the same, or Grantees' use of the Easement Premises; and (iii) at all times, Grantees and Grantees' successors shall allow no liens to be recorded against Parcel 1 as a result of any improvements constructed on the Easement Premises by Grantees or Grantees' agents.

(4) Maintenance. Maintenance of the Easement Premises, as defined herein, of a routine nature, shall be the responsibility of Grantee Pratte and Pratte's heirs, successors, and assigns in and to Parcel 2. Provided, however, that "routine" shall not be expanded to include any obligation to undertake snow removal nor shall it include any obligation to resurface, re-grade, or otherwise undertake repairs that are of an atypical or non-routine nature. Without limitation, such atypical or non-routine improvements could include improvements necessitated by unusual weather conditions or weather-related events or other acts of God or such third-parties as are beyond the control of the parties. Any such non-routine maintenance expenditures shall be the joint responsibility of all parties benefitted by the easement hereunder

(5) Easement Runs With the Land. The Easement herein granted shall run with Parcel 1 as the servient tenement for the benefit of and as an appurtenance to Parcels 2, 3, and 4 as the dominant tenements.

(6) Running of Benefits and Burdens. All provisions of this instrument, including the benefits and burdens, run with Parcels 1, 2, 3, and 4, as described herein, and are binding upon and inure to the heirs, assigns, successors, tenants, and personal representatives of the parties hereto.

(7) Enforcement. In the event of a breach hereunder by any party, the non-breaching party shall have all remedies available at law or in equity, including the availability of injunctive relief. Venue and jurisdiction shall lie in the First Judicial District Court of the State of Idaho in and for the County of Kootenai. The prevailing party in any action brought to enforce any right or obligation arising hereunder shall be entitled to recover his or her attorney fees and costs in addition to any other relief awarded by the Court.

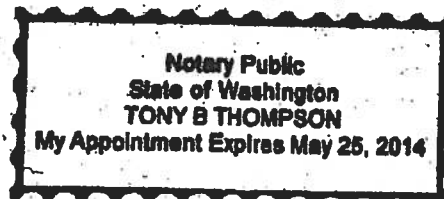
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date below.

GRANTOR:

DATED: 12/09/2011

Robert J. Schwartz
ROBERT J. SCHWARTZ

STATE OF Washington)
) ss.
COUNTY OF Spoilane)



On this 09th day of October, 2011, before me, the undersigned, a Notary Public in and for the said State and County, personally appeared **ROBERT J. SCHWARTZ**, whose name is subscribed to the within instrument and who acknowledged that he executed the same.

WITNESS my hand and official seal.

Tony B Thompson
Notary Public in and for the
State of Washington
Residing at: Spokane
My commission expires: May 25, 2014

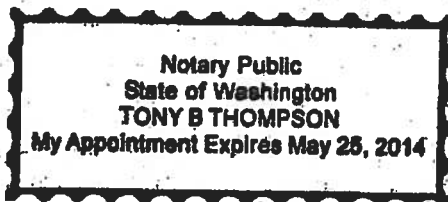
DATED: 12.09.2011

Jane A Moore-Schwartz
JANE A. MOORE-SCHWARTZ

STATE OF Washington)
) ss.
COUNTY OF Spokane)

On this 09th day of Dec 2011, before me, the undersigned, a Notary Public in and for the said State and County, personally appeared JANE A. MOORE-SCHWARTZ, and whose name is subscribed to the within instrument and who acknowledged that she executed the same.

WITNESS my hand and official seal.



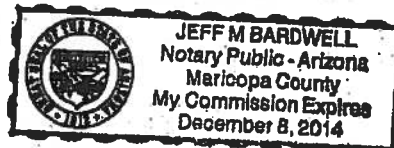
Tony B Thompson
Notary Public in and for the
State of Washington
Residing at: Spokane
My commission expires: May 25, 2014

GRANTEE AS TO PARCEL 1:

DATED: 12-15-2011

Ron Pratte
RON PRATTE

STATE OF Arizona)
) ss.
COUNTY OF Maricopa)

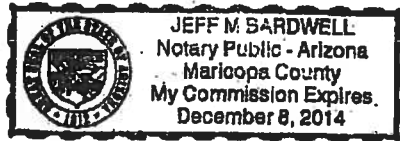


On this 15th day of Dec 2011, before me, the undersigned, a Notary Public in and for the said State and County, personally appeared RON PRATTE, and whose name is subscribed to the

GRANT OF EASEMENT - PAGE 4

within instrument and who acknowledged that he executed the same.

WITNESS my hand and official seal.



Jeff Bardwell
Notary Public in and for the
State of Arizona
Residing at: Manicepa
My commission expires: 12-4-14

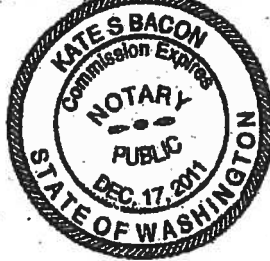
GRANTEE AS TO PARCEL 2:

DATED: 10/28/2011
STATE OF WA)
COUNTY OF Snohomish) ss.

Mark J. Koth
MARK J. KOTH

On this 28th day of October, 2011, before me, the undersigned, a Notary Public in and for the said State and County, personally appeared MARK J. KOTH, and whose name is subscribed to the within instrument and who acknowledged that he executed the same.

WITNESS my hand and official seal.



Kate S. Bacon
Notary Public in and for the
State of Washington
Residing at: Snohomish
My commission expires: 12/17/11

DATED: 10/28/11

Eileen M. Koth
EILEEN M. KOTH

STATE OF WA)
COUNTY OF Snohomish) ss.

On this 28th day of October, 2011, before me, the undersigned, a Notary Public in and for the said State and County, personally appeared EILEEN M. KOTH, and whose name is subscribed to

the within instrument and who acknowledged that she executed the same.

WITNESS my hand and official seal.



Notary Public in and for the
State of Washington
Residing at: Spokane
My commission expires: 1

GRANTEE AS TO PARCEL 3:

DATED: _____

JOANNE DELANEY TRIPP

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of August, 2011, before me, the undersigned, a Notary Public in and for the said State and County, personally appeared JoANNE DELANEY TRIPP, and whose name is subscribed to the within instrument and who acknowledged that she executed the same.

WITNESS my hand and official seal.

Notary Public in and for the
State of _____
Residing at: _____
My commission expires: _____

PRATTE-SCHWARTZ GRANT-FINAL EASEMENT.wpd

GRANT OF EASEMENT - PAGE 6

the within instrument and who acknowledged that she executed the same.

WITNESS my hand and official seal.

Notary Public in and for the

State of _____

Residing at: _____

My commission expires: _____

GRANTEE AS TO PARCEL 3:

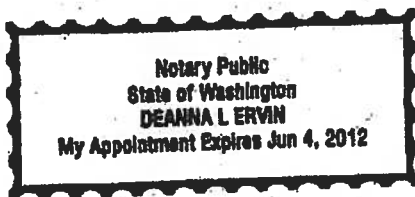
DATED: 10/15/11

JoAnn Delaney Tripp
JOANN DELANEY TRIPP

STATE OF Washington)
) ss.
COUNTY OF Spike)

On this 15 day of October, before me, the undersigned, a Notary Public in and for the said State and County, personally appeared **JoANN DELANEY TRIPP**, and whose name is subscribed to the within instrument and who acknowledged that she executed the same.

WITNESS my hand and official seal.



Deanna L. Ervin
Notary Public in and for the
State of Washington
Residing at: Spike
My commission expires: 6-4-12

PRATTE-SCHWARTZ GRANT-FINAL EASEMENT.wpd

GRANT OF EASEMENT - PAGE 6

EXHIBIT A
PARCEL B-2 LEGAL DESCRIPTION

A parcel of land being a portion of Government Lot 2 and a portion of the Southwest Quarter of Section 20, Township 48 North, Range 4 West, Boise Meridian, Kootenai County, Idaho and being more particularly described as follows:

Commencing at a bolt in concrete being the Northwest corner of Warr's Addition filed in book G of plats at pages 497, 497A,B, records of Kootenai County; Thence, along the North line of said plat, N76°17'14"E a distance of 161.33 feet to the Northwest corner of lot 3 and the True Point of Beginning;

Thence, leaving said North line, N07°21'49"W a distance of 50.33 feet to a point;

Thence, S76°17'14"W a distance of 74.96 feet to a point;

Thence, N07°21'49"W a distance of 331.78 feet to a point;

Thence, N52°56'45"E a distance of 192.94 feet to a point;

Thence, S50°36'49"E a distance of 79.07 feet to a point;

Thence, S74°14'38"E a distance of 119.16 feet to a point;

Thence, S85°53'16"E a distance of 44.74 feet to a point;

Thence, S01°39'53"W a distance of 761.55 feet to a point on the Ordinary High Water of Lake Coeur d'Alene;

Thence, along said Ordinary High Water, N89°53'38"W a distance of 97.07 feet to a point;

Thence, leaving said Ordinary High Water, N01°46'57"E a distance of 405.12 feet to a 1 inch iron pipe at the Northeast corner of said plat;

Thence, along said North line of the plat, S76°17'14"W a distance of 150.33 feet to the True Point of Beginning.

Said parcel containing 176,290 square feet of land, more or less.

EXHIBIT A

EXHIBIT
PARCEL A-2 LEGAL DESCRIPTION

A parcel of land being a portion of Government Lot 2 and a portion of the Southwest Quarter of Section 20, Township 48 North, Range 4 West, Boise Meridian, Kootenai County, Idaho and being more particularly described as follows:

Beginning at the West Quarter corner of said Section 20 being a 3/4 inch iron pipe per CP&F 1297896;

Thence, along the West line of said Section 20, N00°15'21"E a distance of 835.82 feet to a point;

Thence, along a non-tangent curve to the left with a radius of 490.00 feet, an arc length of 11.09 feet, a delta of 01°17'49" with a long chord that bears S75°29'51"E a distance of 11.09 feet to a point;

Thence, S74°50'57"E a distance of 22.33 feet to a point;

Thence, S77°13'53"E a distance of 33.00 feet to a point;

Thence, along a curve to the left with a radius of 510.00 feet, an arc length of 77.37 feet, a delta of 08°41'30" with a long chord that bears S81°34'38"E a distance of 77.29 feet to a point;

Thence, S85°23'30"E a distance of 43.84 feet to a point;

Thence, S83°04'41"E a distance of 35.88 feet to a point;

Thence, along a curve to the right with a radius of 490.00 feet, an arc length of 168.11 feet, a delta of 19°39'25" with a long chord that bears S73°14'58"E a distance of 167.29 feet to a point;

Thence, S64°48'02"E a distance of 42.49 feet to a point;

Thence, S67°01'50"E a distance of 28.05 feet to a point;

Thence, S66°52'44"E a distance of 22.48 feet to a point;

Thence, along a curve to the left with a radius of 145.00 feet, an arc length of 113.84 feet, a delta of 44°58'55" with a long chord that bears S89°22'11"E a distance of 110.94 feet to a point;

Thence, S05°36'08"E a distance of 249.45 feet to a 1/2 inch rebar with cap marked PLS 3451;

Thence, N69°39'26"E a distance of 37.63 feet to a 5/8 inch rebar with yellow plastic cap marked PLS 4194;

Thence, N52°56'45"E a distance of 43.86 feet to a point;

Thence, S07°21'49"E a distance of 331.78 feet to a point;

Thence, N76°17'14"E a distance of 74.96 feet to a point;

Thence, S07°21'49"E a distance of 50.33 feet to the northwest corner of lot 3 Warr's Addition filed in book G of plats at pages 497, 497A, B, records of Kootenai County;

EXHIBIT B

Thence, along said North line, $S76^{\circ}17'14''W$ a distance of 161.33 feet to a bolt in concrete being the Northwest corner of said plat;

Thence, along the West line of said plat, $S01^{\circ}27'29''W$ a distance of 204.42 feet to a 3/4 inch iron pipe;

Thence, continuing along said West line, $S01^{\circ}23'46''W$ a distance of 104.32 feet to a bolt in concrete;

Thence, continuing along said West line, $S00^{\circ}51'03''W$ a distance of 77.53 feet to a 5/8 inch rebar with yellow plastic cap marked PLS 4194 on the Ordinary High Water of Lake Coeur d'Alene;

Thence, along said Ordinary High Water the following twenty-nine courses:

- 1.) $S60^{\circ}18'14''W$ a distance of 7.70 feet to a point;
- 2.) Thence, $S77^{\circ}24'37''W$ a distance of 16.26 feet to a point;
- 3.) Thence, $S68^{\circ}36'03''W$ a distance of 14.35 feet to a point;
- 4.) Thence, $N79^{\circ}23'46''W$ a distance of 16.91 feet to a point;
- 5.) Thence, $S74^{\circ}45'15''W$ a distance of 15.73 feet to a point;
- 6.) Thence, $S84^{\circ}13'34''W$ a distance of 19.37 feet to a point;
- 7.) Thence, $S37^{\circ}52'51''W$ a distance of 11.52 feet to a point;
- 8.) Thence, $S54^{\circ}07'55''W$ a distance of 9.53 feet to a point;
- 9.) Thence, $S65^{\circ}18'25''W$ a distance of 18.95 feet to a point;
- 10.) Thence, $N14^{\circ}43'08''W$ a distance of 14.60 feet to a point;
- 11.) Thence, $N61^{\circ}56'29''W$ a distance of 13.93 feet to a point;
- 12.) Thence, $N64^{\circ}21'25''W$ a distance of 36.81 feet to a point;
- 13.) Thence, $N73^{\circ}23'09''W$ a distance of 36.35 feet to a point;
- 14.) Thence, $N88^{\circ}38'41''W$ a distance of 38.30 feet to a point;
- 15.) Thence, $S84^{\circ}52'49''W$ a distance of 31.92 feet to a point;
- 16.) Thence, $S73^{\circ}10'24''W$ a distance of 37.14 feet to a point;
- 17.) Thence, $S55^{\circ}14'48''W$ a distance of 48.88 feet to a point;
- 18.) Thence, $S47^{\circ}20'00''W$ a distance of 28.82 feet to a point;
- 19.) Thence, $S04^{\circ}42'08''E$ a distance of 25.30 feet to a point;
- 20.) Thence, $S51^{\circ}49'19''W$ a distance of 10.45 feet to a point;
- 21.) Thence, $N38^{\circ}32'55''W$ a distance of 17.04 feet to a point;
- 22.) Thence, $N79^{\circ}52'36''W$ a distance of 29.29 feet to a point;
- 23.) Thence, $S72^{\circ}28'07''W$ a distance of 31.38 feet to a point;
- 24.) Thence, $S56^{\circ}28'57''W$ a distance of 71.09 feet to a point;
- 25.) Thence, $S66^{\circ}48'39''W$ a distance of 44.79 feet to a point;
- 26.) Thence, $S61^{\circ}19'27''W$ a distance of 20.97 feet to a point;
- 27.) Thence, $S64^{\circ}08'32''W$ a distance of 23.74 feet to a point;
- 28.) Thence, $S63^{\circ}44'13''W$ a distance of 37.76 feet to a point;
- 29.) Thence, $S73^{\circ}35'55''W$ a distance of 9.12 feet to a point on said West line of Section 20;

Thence, along said West line, $N00^{\circ}19'05''W$ a distance of 451.40 feet to the True Point of Beginning.

Said parcel containing 713,953 square feet of land, more or less.

EXHIBIT C
SLOPE EASEMENT LEGAL DESCRIPTION

A strip of land, varying in width, for the purpose of a slope easement being a portion of Parcel 2 described under Instrument No. 2247421000 being a portion of the Northwest Quarter of Section 20, Township 48 North, Range 4 West, Boise Meridian, Kootenai County, Idaho and being more particularly described as follows:

Commencing at the Northeast corner of said Instrument No. 2247421000 from which the Southeast corner bears $501^{\circ}39'53''$ W a distance of 761.58 feet; Thence, along the East line of said Instrument No. 2247421000, $501^{\circ}39'53''$ W a distance of 132.36 feet to the True Point of Beginning;

Thence, leaving said East line, along a non-tangent curve to the left with a radius of 337.65 feet, an arc length of 90.69 feet, a delta of $15^{\circ}23'20''$ with a long chord that bears $567^{\circ}47'41''$ W a distance of 90.42 feet to a point;

Thence, $558^{\circ}59'28''$ W a distance of 103.70 feet to a point;

Thence, $555^{\circ}32'00''$ W a distance of 98.42 feet to a point;

Thence, $560^{\circ}57'13''$ W a distance of 90.92 feet to a point on the West line of said Instrument No. 2247421000;

Thence, along said West line, $507^{\circ}21'49''$ E a distance of 59.32 feet to a point;

Thence, leaving said West line, $N57^{\circ}38'00''$ E a distance of 64.36 feet to a point;

Thence, $N71^{\circ}00'30''$ E a distance of 51.59 feet to a point;

Thence, $N55^{\circ}00'33''$ E a distance of 102.51 feet to a point;

Thence, $N62^{\circ}45'09''$ E a distance of 46.56 feet to a point;

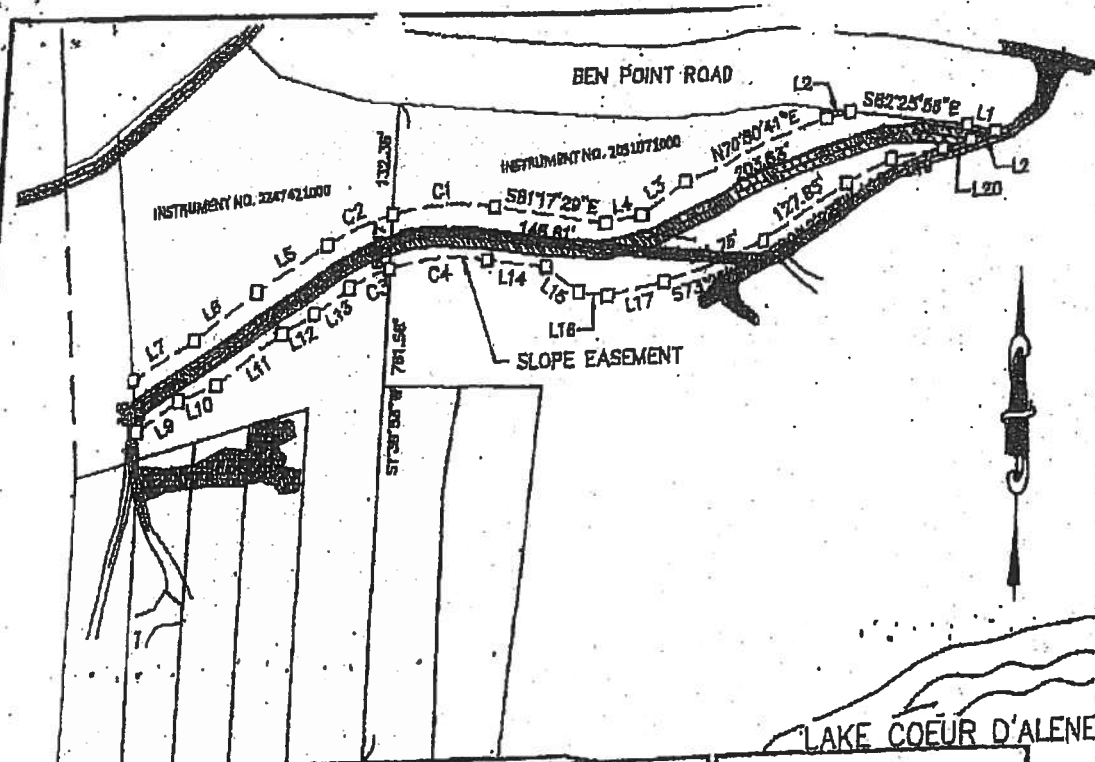
Thence, $N56^{\circ}05'46''$ E a distance of 53.28 feet to a point;

Thence, along a non-tangent curve to the right with a radius of 272.43 feet, an arc length of 55.57 feet, a delta of $11^{\circ}41'16''$ with a long chord that bears $N66^{\circ}54'37''$ E a distance of 55.48 feet to a point on said East line;

Thence, along said East line, $N01^{\circ}39'53''$ E a distance of 63.47 feet to the True Point of Beginning.

Said strip containing 22,184 square feet of land, more or less.

EXHIBIT C



Line Table

Line #	Length	Direction
L1	38.38	S75°00'33"E
L2	31.80	N76°32'10"E
L3	68.75	N55°48'35"E
L4	47.08	N80°30'01"E
L5	103.70	S58°59'28"W
L6	98.42	S55°32'00"W
L7	90.92	S80°57'13"W
L8	59.32	S7°21'48"E
L9	64.36	N57°38'00"E
L10	51.59	N71°00'30"E
L11	102.51	N55°00'33"E
L12	48.58	N82°45'09"E

Line Table

Line #	Length	Direction
L13	53.28	N56°05'46"E
L14	80.07	N62°30'49"W
L15	54.07	N64°44'21"W
L16	37.59	N62°24'09"W
L17	73.50	S78°24'20"W

Line Table

Line #	Length	Direction
L18	54.90	S65°06'00"W
L19	69.41	S81°47'00"W
L20	37.45	S76°44'57"W
L21	32.82	S73°38'25"W

Curve Table

Curve #	Length	Radius	Delta	Chord	Direction
C1	136.84	337.65	23°13'10"	135.90	N87°05'56"E
C2	90.69	337.65	15°23'20"	90.42	S87°47'41"W
C3	55.57	272.43	11°41'16"	55.48	N66°54'37"E
C4	128.66	272.43	27°16'09"	128.44	S86°23'20"W

Z:\2008\PROJECTS\DRWY\SURVEY\EXHIBIT D\08-192-DRWY_XHBT.DWG
 ISSUE DATE: 1/11/10 DRAWN BY: SMA
 PROJ # 08-192 SCALE: N.T.S.
 DWG FILE: 08-192-DRWY_XHBT PLT DATE: 2/23/10

SHEET TITLE:
**SLOPE EASEMENT TO
 PRATTE RESIDENCE
 KOOTENAI COUNTY, IDAHO**



ENGINEERS • SURVEYORS • PLANNERS
 1296 Polkman Avenue, Suite B, Post Falls, Idaho 83854
 PHONE (208) 775-9170 www.incnw.com FAX (208) 775-9182

EXHIBIT D

1829393

When Recorded Return To:
Kathryn R. McKinley
Layman, Layman & McKinley, PLLP
601 S Division St.
Spokane, WA 99202-1335

STATE OF IDAHO
COUNTY OF KOOTENAI
AT THE REQUEST OF
Rick Nelson

2003 SEP 17 P 3:50

DANIEL J. ENGLISH *DM*

DEPUTY @ 27.00
FEES

ACCESS EASEMENT

This Access Easement is made effective this 15 day of September, 2003, by and between Jan E. Swenson and Karen L Swenson, husband and wife, whose address is 7728 W. Old Cabin Road, Coeur d'Alene, Idaho 83814 ("Grantor"), and Rockford Bay Investments, LLC, an Idaho limited liability company, whose address is PO Box 3070, Coeur d'Alene, Idaho 83816 ("Grantee"). The Grantor and Grantee may be collectively referred to as the Parties.

RECITALS:

WHEREAS, Grantor is the owner of that certain property located in Kootenai County, Idaho and fully described in Exhibit A, which exhibit is attached hereto and incorporated herein ("Grantor's Property"); and

WHEREAS, Grantee is the owner of that certain property located in Kootenai County, Idaho and fully described in Exhibit B, which exhibit is attached hereto and incorporated herein ("Grantee's Property"); and

WHEREAS, Grantor desires to grant and Grantee desires to receive an easement for ingress and egress across Grantor's Property legally described on Exhibit C and as depicted on Exhibit D under the terms and conditions outlined hereafter; and

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Grant.** Grantor hereby grants a non-exclusive perpetual access easement over, on, across, and through Grantor's Property for ingress and egress over the existing road generally as described and depicted on Exhibits C and D, respectively ("Easement"). The ingress and egress shall be approximately 60 wide.
2. **Purpose of Easement.** The Easement shall be used for ingress and egress to Grantee's Property, or any portion thereof, for pedestrian and vehicular travel by Grantee and its respective representatives, guests, invitees, licensees and agents.
3. **Consideration.** In consideration for the Easement, Grantee shall pay Grantor the sum of One Dollar (\$1.00) and other good and valuable consideration as fully set forth in the Agreement Regarding Access Easement of even date hereof.

ACCESS EASEMENT

From Jan & Karen Swenson - 1

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4. **Binding on Successors.** This Easement shall be recorded in the official records of Kootenai County, Idaho, and shall be binding on the heirs, successors, administrators, executors and assigns of all Parties hereto and shall run with the land.
5. **Counterparts.** This Easement may be executed in counterparts, each part being considered an original document, all parts together being one document.
6. **Indemnification.** Each Party agrees to indemnify, defend and hold the other Party, and its successors, assigns, and agents harmless from any and all claims, liability, losses, costs, charges, or expense that arise from their respective use or use by their respective agents, invitees, licensees or representatives of the Easement.
7. **Remedies.** In the event of a breach hereunder by any Party, the non-breaching Party shall have all remedies available at law or in equity, including the availability of injunctive relief. In any suit, action or appeal therefrom to enforce or interpret this Easement, the prevailing Party shall be entitled to recover its costs incurred therein, including reasonable attorneys' fees and disbursements.
8. **Easement Obstructions.** No fence or other barrier shall be erected or permitted within or across the Easement which would prevent or obstruct the passage of pedestrian or vehicular travel; provided, however, that the foregoing shall not prohibit (i) the temporary erection of barricades which are reasonably necessary for security and/or safety purposes in connection with the construction, reconstruction, repair and maintenance of improvements, including the Easement, on Grantor's Property, it being agreed by the Parties however, that all such work shall be conducted in the most expeditious manner reasonably possible to minimize the interference with the use of the Easement by Grantor, and such work shall be diligently prosecuted to completion, or (ii) the construction of limited curbing or other forms of traffic controls along the outer perimeter of the Easement.

Grantor reserves the right to close off the Easement for such reasonable period of time as may be legally necessary to prevent the acquisition of prescriptive rights by anyone; provided, however, that prior to taking such action, Grantor shall give written notice to Grantee of its intention to do so, and to the extent reasonably possible, the Parties shall coordinate such closing so that the interruption in the use and enjoyment of the Easement is kept to a minimum.
9. **Notices.** All notices, demands and requests required or desired to be given under this Agreement must be in writing and shall be deemed to have been given as of the date such writing is (i) delivered to the Party intended, (ii) delivered to the then current address of the Party intended, or (iii) rejected at the then current address of the Party intended, provided such writing was sent prepaid. The initial address of the signatories hereto is:

ACCESS EASEMENT

From Jan & Karen Swanton - 2

1829393

Grantor: Jan E. Swenson and Karen L. Swenson
7728 W. Old Cabin Road
Coeur d'Alene, ID 83814

Grantee: Rockford Bay Investments, L.L.C.
c/o Marshall R. Chesrown
P.O. Box 3070
Coeur d'Alene, ID 83816

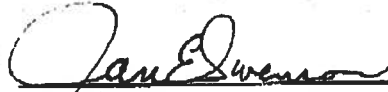
Upon at least ten (10) days' prior written notice, each Party shall have the right to change its address to any other address within the United States of America.

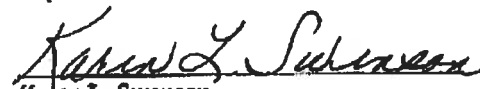
10. **Dedications.** Grantor excepts and reserves unto itself, its successors and assigns, the right to dedicate the Easement as a public street or drive at any time at its sole election. Upon any such dedication all private rights of Grantee therein shall automatically terminate and expire. Until and unless an express dedication is made of the Easement, no use hereunder shall be deemed to constitute the Easement as a public way or a quasi-public way, but to the contrary the Easement shall constitute and remain a private way and drive. No dedication shall, however, be made of the Easement unless:

- A. Such Easement is accepted by the public entity for maintenance as a public street or drive; and
- B. The dedication does not preclude or prevent the continued use by Grantee of the entrance to and exit from the Easement then being used incident to Grantee's Property.

IN WITNESS WHEREOF, the undersigned have caused this Easement to be executed the day and year first written above.

GRANTOR:


Jan E. Swenson


Karen L. Swenson

GRANTEE:

Rockford Bay Investments, L.L.C., an Idaho
limited liability company


By George W. Schilling
Its Attorney-in-Fact

ACCESS EASEMENT
From Jan & Karen Swenson - 3

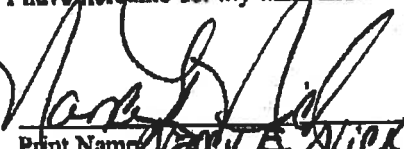
1829393

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 15, day of September in the year 2003, before me, a Notary Public in and for the State of Idaho, personally appeared Jan B. Swenson, known or identified to me to be the person, or satisfactorily proven to be the person, who executed the foregoing Access Easement and acknowledged to me that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

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



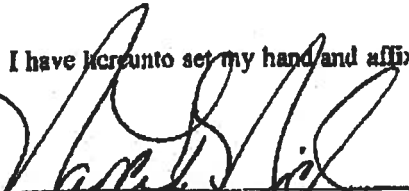

Print Name Nancy E. Nick
Notary Public in and for the State of Idaho, residing
at Butte Falls, OR
My commission expires: 10-31-2003

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 15, day of September in the year 2003, before me, a Notary Public in and for the State of Idaho, personally appeared Karen L. Swenson, known or identified to me to be the person, or satisfactorily proven to be the person, who executed the foregoing Access Easement and acknowledged to me that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

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




Print Name Nancy E. Nick
Notary Public in and for the State of Idaho, residing
at Butte Falls, OR
My commission expires: 10-31-2003

ACCESS EASEMENT
From Jan & Karen Swenson - 4

1829393

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 16 day of September in the year 2003, before me, a Notary Public in and for the State of Idaho, personally appeared George W. Schilling known or identified to me to be the Attorney-in-fact of Rockford Bay Investments, LLC, an Idaho limited liability company, whose name is subscribed to the within Access Easement and acknowledged to me that he executed the same in such capacity and that such company executed the same.

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



George W. Schilling
Print Name George W. Schilling
Notary Public in and for the State of Idaho, residing
at Post Falls, ID
My commission expires: 10-31-2003

ACCESS EASEMENT
From Jan & Karen Swenson - 5

1829393

EXHIBIT "A"

A tract of land being a part of Lot 2, BEAUFORT, as recorded in Book "C" of Plats at page 227, and that portion of Tax Number 10823 lying Easterly of the West line of said Lot 2, BEAUFORT, projected North, said tract being a portion of Government Lot 2, Section 20, Township 48 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, and being described by notes and bounds as follows:

BEAUFORT at a found iron rod marking the Northwest corner of Lot 2, BEAUFORT, and further being on the South line of Tax Number 10823; thence

Along the Northerly extension of the corner line between Lots 1 and 2, BEAUFORT, North $07^{\circ}15'11''$ East, a distance of 332.37 feet to the intersection with the North line of Tax Number 10823; thence

Along the Northerly line of Tax Number 10823 the following four courses:

1. South $80^{\circ}14'51''$ East, a distance of 340.11 feet; thence
2. South $86^{\circ}10'54''$ East, a distance of 187.84 feet; thence
3. South $76^{\circ}47'31''$ East, a distance of 235.18 feet; thence
4. South $69^{\circ}22'08''$ East, a distance of 46.70 feet to the intersection with the Northwest corner of Lot 3, BEAUFORT; thence

Along the North line of Lot 4, BEAUFORT, South $63^{\circ}11'57''$ West, a distance of 396.50 feet, more or less, to the Northwest corner of Lot 3, BEAUFORT; thence

Along the North line of Lot 3, BEAUFORT, South $82^{\circ}26'45''$ West, a distance of 276.60 feet to a found iron pipe marking the Northeast corner of Lot 2; thence

Along the North line of Lot 2, BEAUFORT, North $83^{\circ}58'43''$ West, a distance of 110.00 feet to a found iron rod and PLS 4194 cap; thence

Leaving the North line of Lot 2, South $34^{\circ}56'51''$ West, a distance of 120.32 feet to a found iron rod and PLS 4194 cap; thence

South $06^{\circ}25'24''$ West, a distance of 304.65 feet to a found iron rod and PLS 4194 cap on the shore of Lake Coeur d'Alene; thence

Along the shore of Lake Coeur d'Alene, North $82^{\circ}29'47''$ West, a distance of 88.73 feet to a found iron rod and PLS 4194 cap marking the Southwest corner of Lot 2, BEAUFORT; thence

Leaving said shoreline and along the West line of Lot 2, BEAUFORT, North $07^{\circ}15'11''$ East, a distance of 422.81 feet to the POINT OF BEGINNING.

SUBJECT TO an easement 30 feet in width over and across the existing roadways to WARR'S ADDITION.

1829393

Exhibit B

~PARCEL 1:~

A PART OF LOT 2, SECTION 20, TOWNSHIP 48 NORTH, RANGE 4 WEST OF THE BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MEANDER CORNER BETWEEN SECTIONS 19 AND 20, TOWNSHIP 48 NORTH, RANGE 4 WEST, BOISE MERIDIAN;

THENCE NORTH 60 DEGREES 55' EAST, 379.1 FEET;

THENCE SOUTH 83 DEGREES 23' EAST, 224.2 FEET;

THENCE NORTH 73 DEGREES 52' EAST, 81.5 FEET TO A POINT ON THE WEST LINE OF LOT 1 OF THE PLAT OF BENPOINT, ACCORDING TO THE PLAT RECORDED IN BOOK "C" OF PLATS ON PAGE 227;

THENCE NORTH 7 DEGREES 05' EAST, ALONG THE WEST LINE OF SAID LOT 1 OF BENPOINT, TO THE NORTHWEST CORNER OF SAID LOT 1, A DISTANCE OF 310.2 FEET;

THENCE NORTH, A DISTANCE OF 700 FEET, MORE OR LESS, TO THE EDGE OF OLD ROAD;

THENCE ALONG OLD ROAD AS FOLLOWS:

SOUTH 59 DEGREES 12' WEST, 155.3 FEET;

THENCE NORTH 66 DEGREES 03' WEST, 236.4 FEET;

THENCE NORTH 81 DEGREES 40' WEST, 193.6 FEET;

THENCE NORTH 83 DEGREES 48' WEST, 141.4 FEET TO LINE FENCE;

THENCE SOUTH 0 DEGREES 56' EAST, TO THE POINT OF BEGINNING.

~PARCEL 2:~

A PORTION OF LOT 1, SECTION 19, TOWNSHIP 48 NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO;

COMMENCING AT A POINT ON THE LAKESHORE OF COEUR D'ALENE LAKE WHERE THE EAST BOUNDARY LINE OF SAID LOT 1 INTERSECTS SAID LAKESHORE;

THENCE NORTH ALONG THE EAST BOUNDARY OF SAID LOT 1 TO THE PRESENT ROAD, (THE ROAD REFERRED TO BEING THE ORIGINAL ROAD WHICH WAS BUILT BY THE GRANTOR HEREIN (PAUL F. STEFAN) WHICH ROAD GOES TO THE WEST PORTION OF SAID LOT 1 AND IS PRESENTLY REFERRED TO AS THE PETERS ROAD);

THENCE WESTERLY ALONG SAID ROAD TO A POINT 400 FEET DUE WEST OF THE EAST BOUNDARY OF SAID LOT 1;

THENCE SOUTH TO COEUR D'ALENE LAKE;

THENCE EAST AND ALONG THE LAKESHORE TO THE POINT OF BEGINNING.

1829393

EXHIBIT C

A strip of land, 60.00 feet in width, being a portion of Tax Number 17925, being a portion of Government Lots 2 & 3, Section 20, Township 48 North, Range 4 West, Boise Meridian, Kootenai County, Idaho more particularly described as follows:

Commencing at the easternmost point of Tax Number 17925 from which the northwest corner of Lot 4, Block 1, Benpoint bears S 63°11'57" W a distance of 396.60 feet, said point being the True Point of Beginning for this description;

Thence, S 70°26'34" W a distance of 72.08 feet;

Thence, along the arc of a 270.00 foot radius curve to the left a distance of 38.30 feet, through a central angle of 08°07'39", the long chord of which bears S 66°22'44" W a distance of 38.27 feet;

Thence, S 62°18'55" W a distance of 140.26 feet;

Thence, along the arc of a 230.00 foot radius curve to the right a distance of 160.00 feet, through a central angle of 39°51'28", the long chord of which bears S 82°14'39" W a distance of 156.79 feet;

Thence, N 77°49'37" W a distance of 333.09 feet;

Thence, along the arc of a 270.00 foot radius curve to the left a distance of 112.61 feet, through a central angle of 23°53'49", the long chord of which bears N 89°46'32" W a distance of 111.80 feet to a point on the westerly boundary of Tax Number 17925;

Thence, along said westerly boundary of Tax Number 17925, N 07°15'11" E a distance of 62.78 feet;

Thence, leaving said westerly boundary, along the arc of a 330.00 foot radius, a non-tangent curve to the right a distance of 117.21 feet, through a central angle of 20°21'00", the long chord of which bears S 88°00'08" E a distance of 116.59 feet;

Thence, S 77°49'37" E a distance of 333.09 feet;

Thence, along the arc of a 170.00 foot radius curve to the left a distance of 118.26 feet, through a central angle of 39°51'28", the long chord of which bears N 82°14'39" E a distance of 115.89 feet;

Thence, N 62°18'55" E a distance of 140.26 feet;

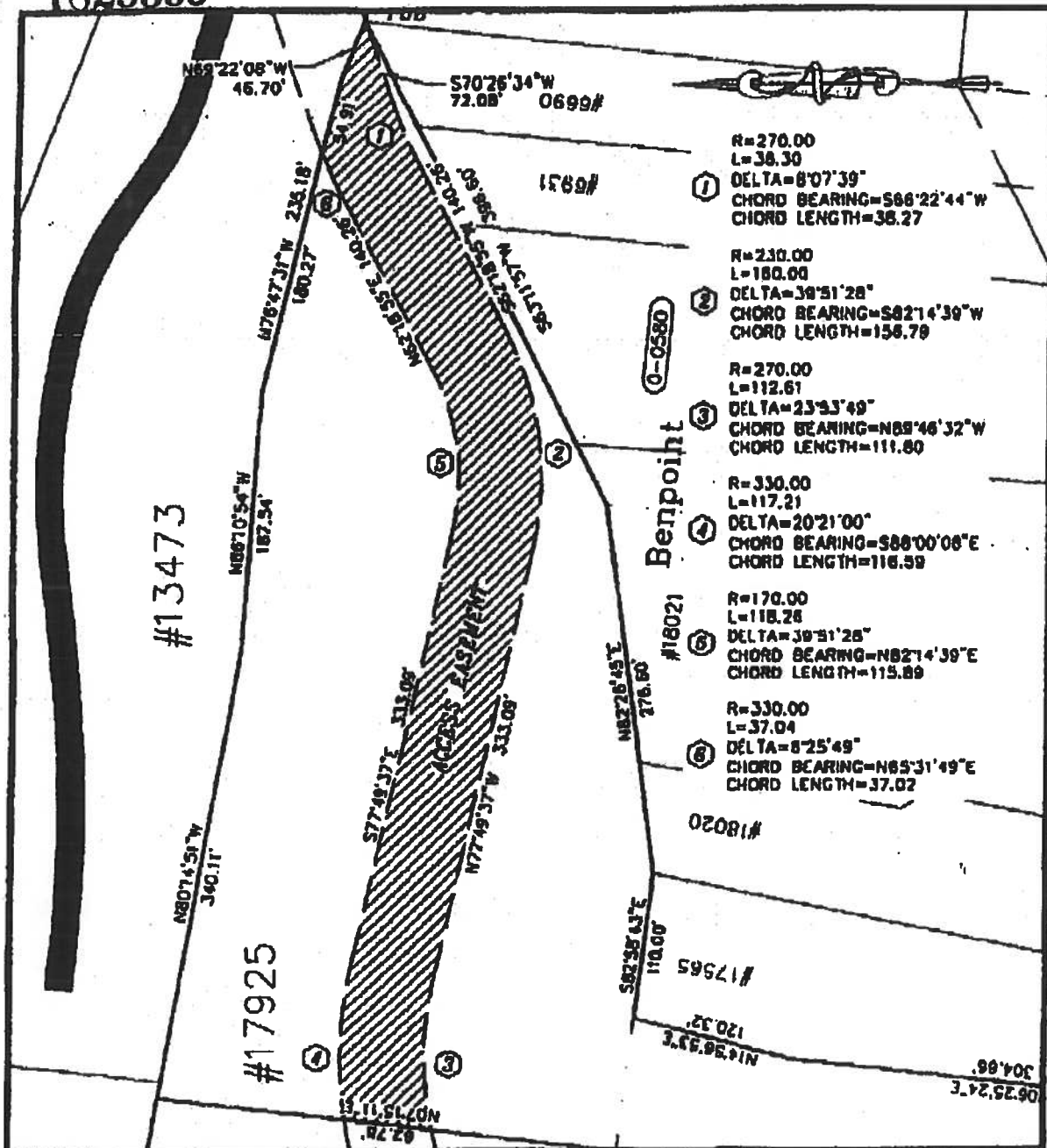
Thence, along the arc of a 330.00 foot radius curve to the right a distance of 37.04 feet, through a central angle of 06°25'49", the long chord of which bears N 65°31'49" E a distance of 37.02 feet to a point on the northerly boundary line of Tax Number 17925;

Thence, along said northerly boundary line, S 76°47'31" E a distance of 54.91 feet to an angle point in said northerly boundary line;

Thence, continuing along said northerly boundary line, S 69°22'08" E a distance of 46.70 feet to the True Point of Beginning.

Containing 48,224 square feet of land, more or less

1829393



ISSUE DATE: 8/10/03 DRAWN BY: JOM
 PROJ. # 03-116 SCALE: 1"=100'
 DWG. FILE: *EASEMENT1 (2)

EXHIBIT D



Inland Northwest Consultants

ENGINEER • SURVEYOR • PLANNER

629 Post Street, Post Falls, Idaho 83854

PHONE (208) 773-8378 www.inlandnw.com FAX (208) 777-3128