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**Instrument # 855696**  
BONNER COUNTY, SANDPOINT, IDAHO  
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R. ANN DUTSON-SATER Fee: 0.00  
Ex-Officio Recorder Deputy *CB*  
Index to: MISC

## STATE OF IDAHO

### CORRECTED EASEMENT NO. ES4294

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

#### WITNESSETH:

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

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

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

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

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

**A. GENERAL:**

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

**B. LIMITED PURPOSE:**

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

**C. INSURANCE:**

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

**D. INDEMNIFICATION:**

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

**E. GRANTEE'S COVENANTS:**

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

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

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

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

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

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

**F. UTILITIES:**

1. All utility lines must be buried at least two (2) feet deep and utility lines that carry liquid must be buried at least four (4) feet deep. If a non metallic utility line, Grantee shall install a locator wire and provide as-built plans to Grantor within ninety (90) days of substantial completion of construction.
2. In the case of future conflict with Grantor's land management activities, Grantee shall move designated utility lines within ninety (90) days after the date of written notice from Grantor that relocation is necessary. Grantee shall be solely responsible for removing, relocating, or reinstalling the utility lines at its own expense.
3. Upon termination or abandonment of this easement, Grantee shall within twelve (12) months from the date of the termination notice, remove all personal property, trade fixtures, chattel, debris, and improvements at its own expense. Grantee will be liable for any damage to Grantor's land or resources caused by removal of personal property or improvements.
4. Grantee may only abandon in place underground personal property and improvements with Grantor's prior written approval.
5. If Grantee wishes to cut timber within the easement area, Grantee must first notify the Grantor in writing of Grantee's intent. Prior to cutting of any timber by Grantee, Grantor shall designate all merchantable timber. As designated by the Grantor, Grantee shall pay fair market value for all merchantable timber cut, or said merchantable timber shall be cut into lengths specified by the Grantor and decked along the nearest road for disposal by the Grantor. Slash resulting from the cutting of merchantable timber, or non-merchantable trees and brush, will be disposed of as designated by the Grantor.

**G. GRANTOR'S RESERVATIONS:**

1. Grantor reserves unto itself, the right and privilege to use said Easement Area for any and all purposes deemed necessary or desirable.
2. Grantor reserves the right to grant additional easements, permits, licenses or leases over, under, through or along the Easement Area. Any additional easements, permits, licenses or leases shall not materially interfere with Grantee's use of the Easement Area.
3. Grantor reserves the right to cause temporary delays to Grantee's use of the Easement Area due to road maintenance and improvement work, or for related control, management, or use of Grantor's lands. The temporary delays shall not materially interfere with Grantee's use of the Easement Area.

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

**H. GRANTEE'S REPRESENTATIONS AND WARRANTIES:**

1. Grantee is a duly organized, validly existing sewer district and in good standing under the laws of the State of Idaho and shall remain so throughout the term of this easement or Grantee's interest herein.

2. Grantee has all necessary and appropriate power and authority and is duly authorized to execute and accept this easement.

3. Grantee has all necessary and appropriate power and authority and is duly authorized to perform all of Grantee's covenants and obligations under this easement, including all attachments hereto.

4. The individual executing this easement on behalf of Grantee has been duly and validly authorized by Grantee to execute this easement, and no further action by Grantee is required to approve this easement or to undertake the obligations contemplated hereby.

5. No further action by Grantee is required to approve this easement or to undertake the obligations contemplated hereby.

6. All copies of any documents and instruments provided by Grantee to Grantor pursuant to this easement are true, current, complete, and correct copies.

**I. EMERGENCY WORK:**

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

**J. TERMINATION:**

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

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

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

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

**K. AUTHORITY:**

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

**L. ADDITIONAL PROVISIONS:**

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

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

**M. ACCEPTANCE:**

1. USE OF THIS EASEMENT BY THE GRANTEE CONSTITUTES ACCEPTANCE



State of Idaho  
Corrected Easement  
Easement No. ES4294

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

[Handwritten Signature]  
Grantee Signature

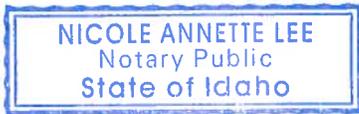
CHRIS WARREN CHAIRMAN  
Name, Title

\*\*\*\*\*

STATE OF IDAHO )  
 ) ss.  
COUNTY OF Bonner )

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

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



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

State of Idaho  
Corrected Easement  
Easement No. ES4294

RELINQUISHED EASEMENT AREA

EXHIBIT A1

Parcel 9. Coolin Lagoon Site and Access Road Easement

A parcel of land in the ~~SE 1/4~~ Sec. 34 T60N R4W B.M. in Bonner County, Idaho and further described as follows:

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

Containing 12.68 acres more or less.

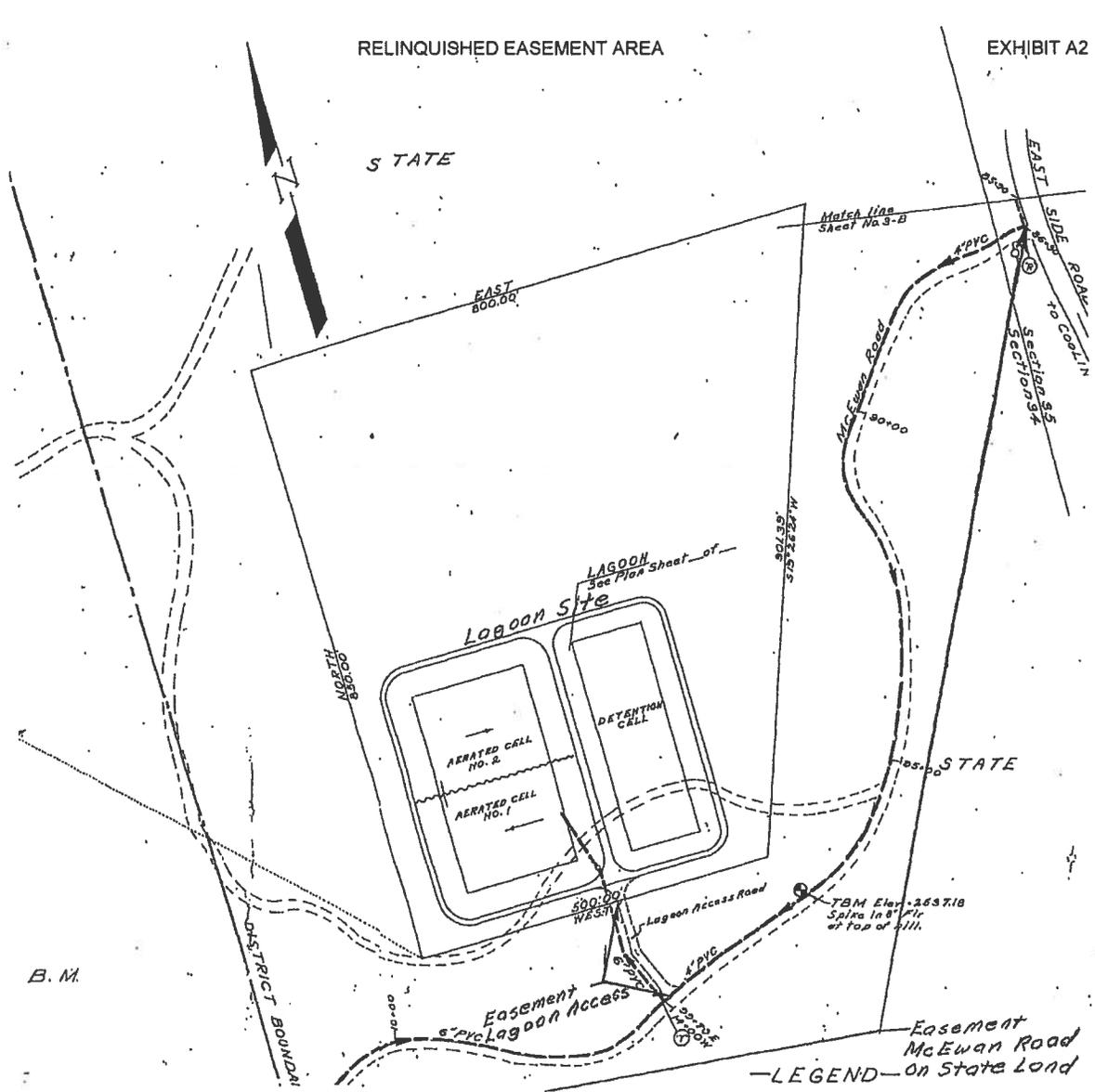
For the access road, a parcel of land 20.00' in width being 10.00' either side of the following described centerline:

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

Parcel 9 of Exhibit A, Easement No. 4294

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

State of Idaho  
 Corrected Easement  
 Easement No. ES4294



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

State of Idaho  
Corrected Easement  
Easement No. ES4294

EXPANDED EASEMENT AREA

EXHIBIT B1

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

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

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

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

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

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

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

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

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

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

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

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

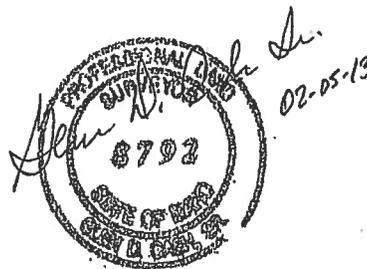
THENCE NORTH 70°33'25" WEST 85.34 FEET;

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

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

Pump Station Number Two

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







EXISTING EASEMENT AREA

EXHIBIT B4

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

COOLIN SEWER DISTRICT

STATE LEASE LOTS EASEMENTS

Parcel 1. Through State Lease Lots 11 to 25

A strip of land 30 feet in width, located in Sec. 28, T60N, R4W B.M. and symmetrical to the following described centerline:

Commencing at a point on the southerly edge of an existing access road, said point bearing N 0° 00' 27" W, 300.00 feet from the south meander corner on the east line of Sec. 28, T60N R4W B.M.; thence S 70° 16' 10" W 158.47 feet; thence S 78° 16' 09" W 127.58 feet; thence N 6° 59' 50" W 315.54 feet; thence N 2° 32' 35" E, 300.44 feet; thence N 3° 50' 58" E 311.66 feet; thence N 16° 24' 04" E 188.94 feet; thence N 1° 08' 18" W 303.55 feet; thence N 57° 01' 49" E 226.98 feet; thence N 39° 53' 37" E 67.00 feet more or less to the intersection with the east line of Sec. 28 T60N R4W B.M.

Parcel 2. Through State Lease Lots 26 to 64

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

Commencing at a point on the south line of Sec. 22, T60N, R4W B.M.; thence N 7° 23' 4" W 148.47 feet more or less to a point which bears N 22° 42' 42" E 134.76 feet from the west Meander Corner on the south line of Sec. 22; thence N 26° 33' 02" W 193.00 feet; thence N 19° 25' 53" W 196.00 feet; thence N 2° 56' 31" E 250.65 feet; thence N 3° 22' 07" E 281.35 feet; thence N 5° 28' 17" W 374.20 feet; thence N 5° 05' 16" E 179.95 feet; thence N 8° 09' 10" E 377.96 feet; thence N 18° 54' 04" E 263.79 feet; thence N 00° 06' 50" W 257.38 feet; thence N 28° 39' 22" E 452.95 feet; thence N 27° 00' 25" E 271.00 feet; thence N 26° 27' 04" E 275.85 feet; thence N 39° 12' 49" E 243.91 feet; thence N 53° 39' 16" E 173.50 feet; thence N 75° 26' 06" E 215.01 feet; thence S 76° 00' 11" E 219.21 feet; thence S 58° 23' 02" E 210.87 feet; thence S 67° 09' 20" E 199.98 feet; thence S 66° 29' 29" E 165.00 feet; thence N 83° 19' 22" E 171.97 feet; thence N 84° 38' 43" E 201.86 feet; thence N 71° 56' 58" E 312.50 feet; thence N 75° 31' 28" E 196.00 feet to a point, said point bearing N 60° 14' 27" E 3,147.12 feet from the North Meander Corner on the west line of Sec. 22.

Parcel 3. Through State Lease Lots 1 to 10

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

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

Parcel 4. Through State Land on McEwan Road

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

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

Parcel 5. By State Forest Office to Shop Area

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

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

State of Idaho  
Corrected Easement  
Easement No. ES4294

EXISTING EASEMENT AREA

EXHIBIT B6

Parcel 6. In Front of State Lots 65 to 70

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

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

Parcel 7. Through State Lots 76 to 85A

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

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

*N 110° 47' 18" E  
Corrected as per  
Dutch Harbor Assoc.*

Parcel 8. Through State Lots A to M

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

Generally along the westerly edge of the access road as follows: Commencing at a point on the south line of Government Lot No. 3 thence N 08° 25' 37" E 180 feet more or less to a point which bears N 16° 23' 06" E 2929.90 feet from the Meander Corner on the south line Sec. 3, T59N R4W B.M.; thence N 4° 44' 26" W 205.70 feet; thence N 110° 49' 04" W 319.68 feet; thence N 14° 23' 15" W 237.45 feet; thence N 2° 18' 14" W 174.14 feet; thence N 17° 54' 45" E 104.04 feet; thence N 53° 43' 11" E 233.21' more or less to the intersection with the north line of Government Lot 3.

State of Idaho  
Corrected Easement  
Easement No. ES4294

EXISTING EASEMENT AREA

EXHIBIT B7

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

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

Bearings from Polaris Observation.

EXISTING EASEMENT AREA

EXHIBIT B8

EXHIBIT "B"

SPECIAL TERMS AND CONDITIONS

STATE OF IDAHO EASEMENT 4294

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

STATE OF IDAHO EASEMENT

NO. 4294

THIS INDENTURE, made this 29th day of August, 1974, by and between the STATE OF IDAHO, acting by and through the State Board of Land Commissioners, as party of the first part, and The Coolin Sewer District, Coolin, Idaho, as party of the second part;

WITNESSETH: That for and in consideration of the sum of ONE THOUSAND SEVEN HUNDRED SEVENTY NINE AND 98/100 DOLLARS (\$1,779.98), lawful money of the United States of America, receipt whereof is hereby acknowledged, the party of the first part does hereby grant to the party of the second part an easement for the purpose of installing and operating a sanitary sewer system, including sewer lines, disposal lagoons and access roads over and across the following described lands situated in Bonner County, State of Idaho, to-wit:

State of Idaho lands located in portions of Section 3, Township 59 North, Range 4 West and Sections 22, 23, 26, 28, 34 and 35, Township 60 North, Range 4 West, Boise Meridian. Said right of way being as shown as EXHIBIT "A", attached hereto and made a part hereof.

Said right of way is granted according to the terms and conditions as outlined on EXHIBIT "B", attached hereto and also made a part of this instrument. It is understood and agreed that if the party of the second part fails to comply with these terms and conditions, the State Board of Land Commissioners may declare such right of way forfeited.

It is further understood and agreed that this easement is being issued subject to rights previously granted by the following existing State of Idaho easements:

Easement No. 812 issued September 6, 1946 to Idaho Rural Electric Rehabilitation Association for power line purposes.

Easement No. 848 issued October 23, 1947 to Northern Idaho Rural Electrical Rehabilitation Association for power line purposes.

Easement No. 952 issued October 11, 1949 to Northern Idaho Rural Electrical Rehabilitation Association for power line purposes.

Easement No. 2545 issued February 2, 1961 to Rex Sutton for a public roadway.

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

Easement No. 4348 issued March 26, 1973 to D. Mark Wiebe for constructing and maintaining a road.

Easement No. 4461 issued August 7, 1974 to Cougar Creek Water Users Association for a water line and reservoir.

It is fully understood and agreed that the future road construction and reconstruction may affect this buried line. It is further understood and agreed that any and all removing, relocating and reinstalling of said buried line necessitated by such construction or reconstruction shall be the sole responsibility, and at the expense of the party of the second part. The party of the second part agreed to move the line within ninety (90) days after receiving written notice from the Department of Lands that new construction or improvements are planned, and moving of the line is required.

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

COOLIN SEWER DISTRICT

STATE LEASE LOTS EASEMENTS

Parcel 1. Through State Lease Lots 11 to 25

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

Commencing at a point on the southerly edge of an existing access road, said point bearing N 0° 00' 27" W, 300.00 feet from the south meander corner on the east line of Sec. 28, T6ON R4W B.M.; thence S70° 16' 10" W 158.47 feet; thence S 78° 16' 09" W 127.58 feet; thence N 6° 59' 50" W 315.54 feet; thence N 2° 32' 35" E, 300.44 feet; thence N 3° 50' 58" E 311.66 feet; thence N 16° 24' 04" E 188.94 feet; thence N 1° 08' 18" W 303.55 feet; thence N 57° 01' 49" E 226.98 feet; thence N 39° 53' 37" E 67.00 feet more or less to the intersection with the east line of Sec. 28 T6ON R4W B.M.

Parcel 2. Through State Lease Lots 26 to 64

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

Commencing at a point on the south line of Sec. 22, T6ON, R4W B.M.; thence N 7° 23' 4" W 148.47 feet more or less to a point which bears N 22° 42' 42" E 134.76 feet from the west Meander Corner on the south line of Sec. 22; thence N 26° 33' 02" W 193.00 feet; thence N 19° 25' 53" W 196.00 feet, thence N 2° 56' 31" E 250.65 feet; thence N 3° 22' 07" E 281.35 feet; thence N 5° 28' 17" W 374.20 feet; thence N 5° 05' 16" E 179.95 feet; thence N 8° 09' 10" E 377.96 feet; thence N 18° 54' 04" E 263.79 feet; thence N 00° 06' 50" W 257.38 feet; thence N 28° 39' 22" E 452.95 feet; thence N 27° 00' 25" E 271.00 feet; thence N 26° 27' 04" E 275.85 feet; thence N 39° 12' 49" E 243.91 feet; thence N 53° 39' 16" E 173.50 feet; thence N 75° 26' 06" E 215.01 feet; thence S76° 00' 11" E 219.21 feet; thence S 58° 23' 02" E 210.87 feet; thence S 67° 09' 20" E 199.98 feet; thence S 66° 29' 29" E 165.00 feet; thence N 83° 19' 22" E 171.97 feet; thence N 84° 38' 43" E 201.86 feet, thence N 71° 56' 58" E 312.50 feet; thence N 75° 31' 28" E 196.00 feet to a point, said point bearing N 60° 14' 27" E 3,147.12 feet from the North Meander Corner on the west line of Sec. 22.

Parcel 3. Through State Lease Lots 1 to 10

A strip of land 30 feet in width, located in Sec. 34 T60N R4W B.M. and symmetrical to the following described centerline:

Commencing at a point bearing N 86° 12' 29" E 376.52 feet from the Meander Corner on the north line of Sec. 34 T60N R4W B.M.; thence S 49° 05' 08" E 40.00 feet more or less to the intersection with the north line of Sec. 34, the True Point of Beginning for this description; thence generally along the westerly edge of existing access road as follows: S 49° 04' 08" E 118.80 feet, S 31° 15' 03" E 136.86 feet, S 58° 14' 26" E 148.19 feet, S 26° 52' 57" E 322.89 feet, S 4° 21' 34" E 223.65 feet, S 44° 32' 56" E 269.42 feet more or less to the intersection with the north south  $\frac{1}{4}$  line of Sec. 34.

Parcel 4. Through State Land on McEwan Road

A strip of land 30 feet in width, located in Secs. 34 and 35 T60N R4W B.M. and symmetrical to the following described centerline:

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

Parcel 5. By State Forest Office to Shop Area

A strip of land 30 feet in width, located in Sec. 26 T60N R4W B.M. and symmetrical to the following described centerline:

Commencing at a point at the intersection of the East Side Road and the State Forest Office Road, said point bearing N 84° 24' 54" E 1,509.64 feet from the Meander Corner on the west line Sec. 26 T60N R4W B.M.; thence S 17° 07' 02" E 288.79 feet; thence S 5° 18' 52" E 129.56 feet; thence S 89° 01' 14" E 351.05 feet to a point which bears S 82° 17' 22" E 1,968.27 feet from the Meander Corner on the west line Sec. 26.

Parcel 6. In Front of State Lots 65 to 70

A strip of land 30 feet in width located in Sec. 26 T60N R4W B.M. and symetrical to the following described centerline:

Commencing at a point which bears North 15.00 feet from the Meander Corner on the west Line Sec. 26 T60N R4W B.M.; thence S  $89^{\circ} 35' 48''$  E 153.47 feet; thence N  $77^{\circ} 48' 35''$  E 293.62 feet; thence N  $71^{\circ} 29' 04''$  E 450.31 feet more or less to the intersection with the east line of lot 70 projected north.

Parcel 7. Through State Lots 76 to 85A

A strip of land 30 feet in width, located in Secs. 26 and 23 T60N R4W B.M. and symetrical to the following described centerline:

Commencing at a point on the north line of Lot 2 Dutch Harbor Subdivision in Sec. 26 T60N R4W B.M.; thence N  $21^{\circ} 20' 13''$  W 137.42 feet more or less to a point which bears N  $61^{\circ} 42' 04''$  E 1,673.27 feet from the Meander Corner on the west line Sec. 26; thence N  $54^{\circ} 27' 44''$  E 94.63 feet; thence N  ~~$110^{\circ} 47' 18''$  E~~ *N  $110^{\circ} 47' 18''$  E* 352.43 feet; thence N  $7^{\circ} 01' 42''$  W 514.87 feet; thence N  $17^{\circ} 09' 24''$  W 155.94 feet; thence N  $4^{\circ} 01' 06''$  W 242.60 feet; thence N  $20^{\circ} 52' 51''$  W 288.98 feet to a point which bears S  $65^{\circ} 20' 28''$  E 117.78 feet from the Meander Corner on the north line Sec. 26; thence N  $15^{\circ} 06' 04''$  W 50.00 feet more or less to the intersection with the north line, Sec. 26; thence N  $15^{\circ} 06' 04''$  W 145.76 feet more or less to a point which bears N  $21^{\circ} 50' 07''$  E 150.67 feet from the Meander Corner on the south line Sec. 23; thence N  $31^{\circ} 24' 19''$  W 222.61 feet; thence N  $35^{\circ} 19'$  W 151.82 feet to a point which bears N  $18^{\circ} 12' 28''$  W 476.73 feet from the Meander Corner on the south line Sec. 23. *Corrected as per Durtshki & assoc.*

Parcel 8. Through State Lots A to M

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

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

Parcel 9. Coolin Lagoon Site and Access Road Easement

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

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

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

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

## EXHIBIT "A"

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

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

Bearings from Polaris Observation.

EXHIBIT "B"

SPECIAL TERMS AND CONDITIONS

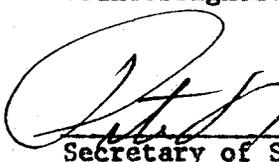
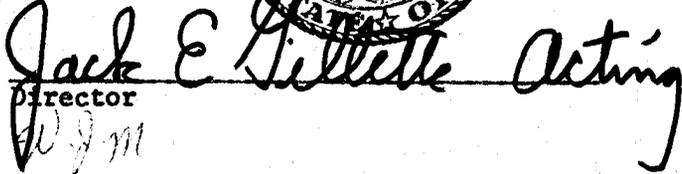
STATE OF IDAHO EASEMENT 4294

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

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

STATE BOARD OF LAND COMMISSIONERS

Countersigned:

  
Secretary of State  
  
  
Director  
WJM

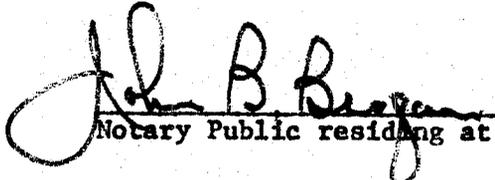
  
Governor of the State of Idaho and  
President of the State Board of  
Land Commissioners

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State of Idaho )  
                  )     ss  
County of Ada  )

On this 10 day of Sept, 1974, before me, a notary public in and for said State, personally appeared Cecil D. Andrus, known to me to be the Governor of the State of Idaho, and President of the State Board of Land Commissioners, Pete T. Cenarrusa, known to me to be the Secretary of State of Idaho, and Jack E. Gillette known to me to be the Director of Department of Lands of the State of Idaho, that executed the said instrument and acknowledged to me that such State of Idaho, and State Board of Land Commissioners executed same.

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

  
Notary Public residing at Idaho City, Idaho

My Commission expires August 25, 1978