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### Valiant Idaho, LLC v. North Idaho Resorts, LLC Clerk's Record v. 69 Dckt. 44583

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IN THE  
**SUPREME COURT**  
OF THE  
**STATE OF IDAHO**

ISC #44583, 44584, 44585  
Bonner #CV2009-1810

**Valiant Idaho, LLC**  
*Cross-Claimant/Respondent*

vs.

**North Idaho Resorts  
JV, LLC  
VP Incorporated**  
*Cross-Defendants/Appellants*

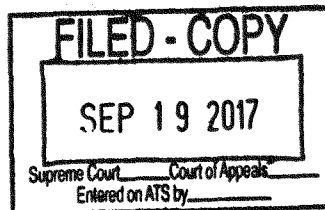
**CLERK'S RECORD ON APPEAL**

*Appealed from the District Court of the First Judicial District  
of the State of Idaho, in and for the County of Bonner*

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**VOLUME LXIX**

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Attorneys For Valiant Idaho, LLC

**IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT  
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER**

**GENESIS GOLF BUILDERS, INC.,**  
formerly known as  
**NATIONAL GOLF BUILDERS, INC.,**  
a Nevada corporation,

Plaintiff,

vs.

**PEND OREILLE BONNER  
DEVELOPMENT, LLC,**  
a Nevada limited liability company; *et al.*,

Defendants.

**AND RELATED COUNTER, CROSS  
AND THIRD PARTY ACTIONS  
PREVIOUSLY FILED HEREIN.**

Case No. CV-09-1810

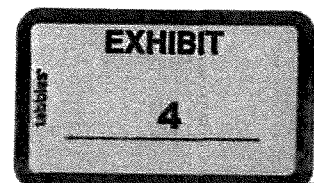
Sheriff's Case No. C16-1590

**NOTICE OF SHERIFF'S SALE**

**Location:** Bonner County Sheriff's Office  
4001 N Boyer Rd  
Sandpoint, Idaho 83864

**Date:** November 7, 2016 *thru*  
November 10, 2016, *and*  
*continuing* November 14, 2016  
*and day-to-day thereafter until*  
*each Parcel has been sold*

**Time:** 9:00 a.m. – 12:00 p.m.  
12:30 p.m. – 5:00 p.m.



**I, DARYL WHEELER**, as Sheriff of Bonner County, Idaho, do hereby certify that in accordance with a Judgment and a Decree of Foreclosure in favor of Valiant Idaho, LLC (“Valiant”) and duly entered July 20, 2016 by the above-entitled Court, and recorded July 22, 2016, as Instrument Nos. 892188 and 892187, respectively, Records of Bonner County, Idaho; and, in accordance with a Judgment Re: Costs and Attorneys’ Fees duly entered August 22, 2016 by the above-entitled Court (“Fees Judgment”); and, under and by virtue of a Writ of Execution issued October 5, 2016 by the Clerk of the Court of the First Judicial District, in and for the County of Bonner, State of Idaho, the Bonner County District Court directed the Sheriff of Bonner County, Idaho to make sale of that certain real property located in the County of Bonner, State of Idaho, commonly known as *The Idaho Club*, which is comprised of the 155 Parcels legally described in Exhibit A and having the tax parcel identification numbers set forth on Exhibit B (“Idaho Club Property”). Exhibit A and Exhibit B are attached hereto.

**NOTICE IS HEREBY GIVEN** that a sale of the Idaho Club Property will commence on the 7<sup>th</sup> day of November 2016, and will continue through November 10, 2016, resuming, if necessary, November 14, 2016 *and* each consecutive day thereafter until all Parcels comprising the Idaho Club Property have been duly called and sold. This sale shall occur each day between the hours of 9:00 a.m. through 12:00 p.m. and 12:30 p.m. through 5:00 p.m. at the Bonner County Sheriff’s Office, 4001 North Boyer Rd, Sandpoint, Idaho.

After posting of notices as required by law, I will sell all right, title and interest in and to the Idaho Club Property at public auction to the highest bidder for cash in legal currency of the United States in an effort to satisfy the Judgment, Fees Judgment and execution, with accruing interest on the Judgment from July 20, 2016 at the statutory rate of 5.625% (\$3,311.08 *per diem*), and with accruing interest on the Fees Judgment from August 22, 2016 at the statutory rate of 5.625% (\$112.70 *per diem*), together with costs, attorneys’ fees and expenses of the sale.

Valiant shall be allowed to credit bid the amounts of its Judgment and Fees Judgment awards in accordance with said Judgment and Fees Judgment, and the Decree of Foreclosure. Any other person or entity may become a purchaser for cash upon proof of sufficient funds. Sufficiency of funds must be provided and confirmed by the Bonner County Sheriff's Office prior to bidding on any of the parcels of real property subject to this sale.

The Parcels comprising the Idaho Club Property shall be sold in the manner set forth in the Decree of Foreclosure and in the following order:

Parcels – 163, 59, 62, 67, 91, 112, 113, 1, 33, 37, 38, 39, 40, 32, 29, 30, 31, 34, 35, 66, 159, 5, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 36, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 60, 61, 63, 64, 65, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 114, 115, 116, 117, 118, 119, 120, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 177, and 2.

Those portions of the Idaho Club Property identified in Exhibit A as Parcel 5, Parcel 68, Parcel 70, Parcel 71, Parcel 159, and Parcel 177 each contain *more than* twenty (20) acres and are subject to a redemption period of one (1) year. All other Parcels identified in Exhibit A are less than twenty (20) acres and are subject to a redemption period of six (6) months.

Additional information concerning the location of any Parcel comprising a portion of the Idaho Club Property may be obtained using the *Interactive Bonner County Mapping Application* (“Interactive Map”). The Interactive Map allows users to search for the location of real property located in Bonner County using its Tax Parcel Identification Number (*see Exhibit B*). The web

address for the Interactive Map is: <http://bonnercounty.us/apps/public/>. Questions concerning use of the Interactive Map should be directed to the Bonner County GIS Office, whose telephone number is 208.265.1469.

**AMOUNT OF JUDGMENT:** \$21,485,212.26, *plus* all accrued post-Judgment interest [as of 07.20.16] at a *per diem* amount of \$3,311.08, costs, attorneys' fees and Sheriff's fees thru the date of sale

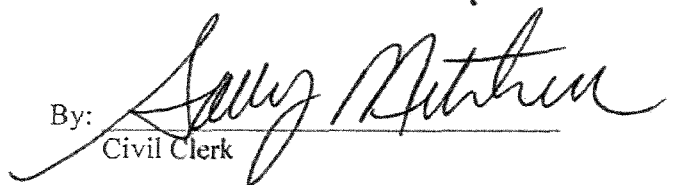
**AMOUNT OF FEES JUDGMENT:** \$731,275.48, *plus* all accrued post-Judgment interest [as of 08.22.16] at a *per diem* amount of \$112.70, costs, attorneys' fees and Sheriff's fees thru the date of sale

**TOTAL JUDGMENT AND FEES JUDGMENT, PLUS INTEREST THROUGH OCTOBER 5, 2016 [and combined *per diem* thereafter]:** \$22,480,344.20  
*per diem* interest: \$3,423.78  
together with costs, attorneys' fees and Sheriff's fees thru the date of sale

The Sheriff, by a Certificate of Sale, will transfer right, title and interest of the judgment debtor in and to the Idaho Club Property. The Sheriff will also give possession but does not guarantee clear title nor continued possessory right to any purchaser(s).

**DATED** this 12th day of October 2016.

DARYL WHEELER, SHERIFF  
BONNER COUNTY, IDAHO

By:   
Civil Clerk

Publish:  
10/18/16, 10/25/16, 11/01/16



## EXHIBIT A

### NOTICE OF SHERIFF'S SALE

#### Parcel 1

Lot 2, Block 17 of REPLAT OF GOLDEN TEE ESTATES AND GOLDEN TEE ESTATES 1<sup>ST</sup> ADDITION AND UNPLATTED LAND, according to the plat thereof, recorded in Book 8 of Plats, page 77, records of Bonner County, Idaho.

#### Parcel 2

##### Tract 1

Lot 10, Block 2 of GOLDEN TEE ESTATES 2nd ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 79, records of Bonner County, Idaho.

##### Tract 2

Lot 1, Block 1 of GOLDEN TEE ESTATES 3rd ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 78, records of Bonner County, Idaho.

##### Tract 3

Lot 7, Block 5 of GOLDEN TEE ESTATES 4TH ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 80, records of Bonner County, Idaho.

#### Parcel 5

##### Tract 1

A tract of land in the East half of the Northeast quarter of the Southwest quarter and the Northwest quarter of the Southeast quarter of Section 36, Township 58 North, Range 1 West of the Boise Meridian, Bonner County, Idaho, more particularly described as follows:

Beginning at the Southeast corner of the East half of the Northeast quarter of the Southwest quarter of said Section 36;

Thence along the South line of the East half of the Northeast quarter of the Southwest quarter, North 89° 36' 27" West, 661.51 feet (record = North 89° 37' 10" West, 661.57 feet to the Southwest corner of the East half of the Northeast quarter of the Southwest quarter;

Thence along the West line of the East half of the Northeast quarter of the Southwest quarter, North 00° 10' 22" East 856.45 feet (record = North 00° 09' 25" East, 856.45 feet); Thence North 89° 10' 53" East, 30.21 feet (record = East, 29.58 feet) to the Westerly right of way of Berry Drive (shown as Olympic Drive on the Second Addition Plat to Hidden Lakes);

Thence Southeasterly along said right of way the following six (6) courses:

1. On a non-tangential curve to the left (radial bearing = North 87° 39' 13" East) having a central angle of 36° 44' 06" and a radius of 131.00 feet for an arc distance of 83.99 feet (record = 84.54 feet) (chord = South 20° 42' 50" East, 82.56 feet - record = South 20° 37' 27" East, 83.08 feet);
2. Thence South 39° 04' 53" East, 419.67 feet (record = South 39° 06' 45" East, 419.68 feet);
3. Thence on a curve to the left having a central angle of 11° 42' 45" and a radius of 530.00 feet for an arc distance of 108.34 feet (chord = South 44° 56' 16" East, 108.15 feet - record = South 44° 58' 08" East, 108.16 feet);
4. Thence South 50° 47' 39" East, 69.68 feet (record = South 50° 49' 31" East, 69.68 feet);
5. Thence on a curve to the right having a central angle of 23° 42' 51" and a radius of 970.00 feet, for an arc distance of 401.47 feet (chord = South 38° 56' 14" East, 398.61 feet - record = South 38° 58' 05" East 398.61 feet);
6. Thence South 27° 04' 48" East, 31.65 feet to the South line of the Northwest quarter of the Southeast quarter (record = South 27° 06' 40" East, 30.77 feet);

Thence leaving said right of way North 89° 36' 03" West, 60.37 feet (record = North 89° 37' 09" West, 59.55 feet) to the point of beginning.

**Tract 2**

That part of the Southeast quarter of the Northeast quarter lying North and West of Fairway View Drive of Section 36, Township 58 North, Range 1 West of the Boise Meridian, Bonner County, Idaho.

**Tract 3**

A tract of land located in a portion of the Southwest quarter of the Southeast quarter of Section 36, Township 58 North, Range 1 West, Boise Meridian, Bonner County, Idaho, more particularly described as follows:

Beginning at the Northwest corner of said Southwest quarter of the Southeast quarter of Section 36; Thence South 89° 36' 03" East 60.37 feet (record = South 89° 37' 09" East,

59.55 feet) to the Westerly right of way of Berry Drive (shown as Olympic Drive on the Plat of the Second Addition to Hidden Lakes); thence along said right of way for the following four (4) courses;

1. South 27° 04' 48" East, 299.95 feet (record = South 27° 06' 40" East, 300.83 feet);
2. North 62° 55' 12" East, 60.00 feet (record = North 62° 53' 20" East, 60.00 feet);
3. North 27° 04' 48" West, 125.34 feet (record = North 27° 06' 40" West, 125.34 feet);
4. Thence on a curve to the right having a central angle of 79° 01' 27" and a radius of 25.00 feet, for an arc distance of 34.48 feet (chord = North 12° 25' 55" East, 31.81 feet - record = North 12° 24' 03" East, 31.81 feet) to a point on the Southerly right of way of Fairway View Drive, as shown on the Plat of First Addition to Hidden Lakes;

Thence along said right of way for the following eight (8) courses:

1. North 51° 56' 39" East, 74.67 feet (record = North 51° 54' 47" East, 74.67 feet);
2. Thence on a curve to the right having a central angle of 99° 26' 33" and a radius of 70.00 feet, for an arc distance of 121.49 feet (chord = South 78° 20' 05" East, 106.81 feet - record = South 78° 21' 57" East, 106.81 feet);
3. Thence South 28° 36' 48" East, 154.03 feet (record = South 28° 38' 40" East, 154.03 feet);
4. Thence on a curve to the right having a central angle of 55° 41' 27" and a radius of 90.00 feet for an arc distance of 87.48 feet (chord = South 00° 46' 05" East, 84.08 feet - record = South 00° 47' 56" East, 84.08 feet);
5. Thence South 27° 04' 39" West, 170.14 feet;
6. Thence on a curve to the right having a central angle of 71° 37' 11" and a radius of 60.0 feet, for an arc distance of 75.00 feet (chord = South 08° 43' 57" East, 70.21 feet);
7. Thence South 44° 32' 32" East, 50.94 feet;
8. Thence on a curve to the right having a central angle of 69° 10' 16" and a radius of 25.00 feet, for an arc distance of 30.18 feet (chord = South 09° 57' 24" East, 28.38 feet - record = South 11° 23' 51" East, 30.18 feet) to a point on the West right of way of Lower Pack River Road;

Thence Southerly along said right of way for the following four (4) courses:

1. on a non-tangential curve to the right having a central angle of 04° 15' 19" and a radius of 1180.00 feet for an arc distance of 87.69 feet (chord = South 22° 30' 38" West, 87.67 feet);
2. Thence South 20° 22' 44" West, 114.57 feet;
3. Thence on a curve to the left having a central angle of 22° 29' 50" and a radius of 502.65 feet, for an arc distance of 197.36 feet (chord = South 09° 07' 49" West, 196.10 feet);
4. Thence South 02° 07' 06" East, 157.81 feet to the Northerly right of way of State Highway No. 200; Thence along the highway right of way, South 77° 42' 28" West, 72.14 feet (record = South 78° 15' 06" West, 71.11 feet);

Thence continuing along the Highway right of way, South 69° 44' 57" West, 262.22 feet (record = South 69° 43' 16" West, 261.65 feet) to the West line of the Southwest quarter of the Southeast quarter of said Section 36;

Thence along the West line of the Southwest quarter of the Southeast quarter, North 00° 08' 19" East, 1223.36 feet (record = North 00° 07' 13" East, 1223.17 feet) to the point of beginning.

**Tract 4**

A tract of land located in Section 36, Township 58 North, Range 1 West of the Boise Meridian, Bonner County, Idaho, more particularly described as follows:

That portion of said Section 36 lying East of Pack River Road, a county road, Idaho, North of State Highway No. 200, East of Hidden Lakes Subdivision as recorded in Book 4 of Plats, page 64, records of Bonner County, Idaho, West and South of Replat of Blocks 15 and 16 of the Replat of Golden Tee Estates and Golden Tee Estates 1<sup>st</sup> Addition and unplatted land, according to the plat thereof, recorded in Book 9 of Plats, page 5, records of Bonner County, Idaho, Southwest of Golden Tee Estates 8th Addition, recorded in Book 9 of Plats, page 7, records of Bonner County, and West of the land described as a tract of land in the Southeast Quarter of the Southeast quarter (SE1/4 SE1/4) of Section 36, Township 58 North, Range 1 West of the Boise Meridian, Bonner County, Idaho, more particularly described as follows:

Commencing at a point on the East line of said Section 36, which is N 00° 08' 06" E, 563.94 feet from the Southeast corner of the Section; thence, perpendicular to the East line of the Section, N 89° 51' 54" W, 1103.43 feet to the Southwest corner of Instrument Number 457973 on the Northerly right of way of Highway 200 and the True Point of Beginning; thence, along the Western boundary of Instrument No. 457973, N 01° 25' 02" E, 99.41 feet, to a 5/8 inch rebar and plastic cap stamped PLS 3628; thence S 32° 20' 51" W, 132.00 feet, to a 5/8 inch rebar and plastic cap stamped PLS 3628 on the Northerly right of way of Highway 200; thence, along said right of way, N 79° 54' 11" E, 69.24 feet, to the True Point of Beginning.

**Parcel 8**

Lot 2, Block 3 in GOLDEN TEE ESTATES PLANNED UNIT DEVELOPMENT (PHASE ONE), according to the plat thereof, recorded in Book 6 of Plats, page 108, records of Bonner County, Idaho.

**Parcel 9**

Lot 1, Block 1 of the FIRST ADDITION TO HIDDEN LAKES, according to the plat thereof, recorded in Book 4 of Plats, page 161, records of Bonner County, Idaho.

**Parcel 10**

Lot 2, Block 2 of the SECOND ADDITION TO HIDDEN LAKES SUBDIVISION, according to the plat thereof, recorded in Book 5 of Plats, page 58, records of Bonner County, Idaho.

**Parcel 11**

Lot 3, Block 2 of the SECOND ADDITION TO HIDDEN LAKES SUBDIVISION, according to the plat thereof, recorded in Book 5 of Plats, page 58, records of Bonner County, Idaho.

**Parcel 12**

Lot 4, Block 2 of the SECOND ADDITION TO HIDDEN LAKES SUBDIVISION, according to the plat thereof, recorded in Book 5 of Plats, page 58, records of Bonner County, Idaho.

**Parcel 13**

Lot 5, Block 2 of the SECOND ADDITION TO HIDDEN LAKES SUBDIVISION, according to the plat thereof, recorded in Book 5 of Plats, page 58, records of Bonner County, Idaho.

**Parcel 14**

Lot 14, Block 2 of REPLAT OF GOLDEN TEE ESTATES AND GOLDEN TEE ESTATES 1ST ADDITION AND UNPLATTED LAND, according to the plat thereof, recorded in Book 8 of Plats, page 77, records of Bonner County, Idaho.

Parcel 15

Lot 15, Block 2 of REPLAT OF GOLDEN TEE ESTATES AND GOLDEN TEE ESTATES 1ST ADDITION AND UNPLATTED LAND, according to the plat thereof, recorded in Book 8 of Plats, page 77, records of Bonner County, Idaho.

Parcel 16

Lot 4, Block 7 of REPLAT OF GOLDEN TEE ESTATES AND GOLDEN TEE ESTATES 1<sup>ST</sup> ADDITION AND UNPLATTED LAND, according to the plat thereof, recorded in Book 8 of Plats, page 77, records of Bonner County, Idaho.

Parcel 17

Lot 5, Block 4 of GOLDEN TEE ESTATES 4<sup>TH</sup> ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 80, records of Bonner County, Idaho.

Parcel 19

A tract of land located in Section 36, Township 58 North, Range 1 West of the Boise Meridian, Bonner County, Idaho, more particularly described as follows:  
That portion of said Section 36 lying East of Golden Tee Estates 8th Addition, recorded in Book 9 of Plats, page 7, records of Bonner County, North of Lot 1A, Block 15, Replat of Blocks 15 and 16 of the Replat of Golden Tee Estates and Golden Tee Estates 1<sup>st</sup> Addition and unplatted land, according to the plat thereof, recorded in Book 9 of Plats, page 5, records of Bonner County, Idaho, and South and West of Lot 1A, Block 10, all of Block 20 and the road between said Lot 1A, Block 10 and Lot 1, Block 20, REPLAT OF GOLDEN TEE ESTATES AND GOLDEN TEE ESTATES 1ST ADDITION AND UNPLATTED LAND, according to the plat thereof, recorded in Book 8 of Plats, page 77, records of Bonner County, Idaho.

Parcel 20

Lot 1, Block 20; of REPLAT OF GOLDEN TEE ESTATES AND GOLDEN TEE ESTATES 1ST ADDITION AND UNPLATTED LAND, according to the plat thereof, recorded in Book 8 of Plats, page 77, records of Bonner County, Idaho.

Parcel 21

Lot 2, Block 20; of REPLAT OF GOLDEN TEE ESTATES AND GOLDEN TEE ESTATES 1ST ADDITION AND UNPLATTED LAND, according to the plat thereof, recorded in Book 8 of Plats, page 77, records of Bonner County, Idaho.

Parcel 22

Lot 3, Block 20; of REPLAT OF GOLDEN TEE ESTATES AND GOLDEN TEE ESTATES 1ST ADDITION AND UNPLATTED LAND, according to the plat thereof, recorded in Book 8 of Plats, page 77, records of Bonner County, Idaho.

Parcel 23

Lot 11, Block 20; of REPLAT OF GOLDEN TEE ESTATES AND GOLDEN TEE ESTATES 1ST ADDITION AND UNPLATTED LAND, according to the plat thereof, recorded in Book 8 of Plats, page 77, records of Bonner County, Idaho.

Parcel 24

Lot 12, Block 20; of REPLAT OF GOLDEN TEE ESTATES AND GOLDEN TEE ESTATES 1ST ADDITION AND UNPLATTED LAND, according to the plat thereof, recorded in Book 8 of Plats, page 77, records of Bonner County, Idaho.

**Parcel 25**

**Lot 13, Block 20; of REPLAT OF GOLDEN TEE ESTATES AND GOLDEN TEE ESTATES 1ST ADDITION AND UNPLATTED LAND, according to the plat thereof, recorded in Book 8 of Plats, page 77, records of Bonner County, Idaho.**

**Parcel 26**

**Lot 14, Block 20; of REPLAT OF GOLDEN TEE ESTATES AND GOLDEN TEE ESTATES 1ST ADDITION AND UNPLATTED LAND, according to the plat thereof, recorded in Book 8 of Plats, page 77, records of Bonner County, Idaho.**

**Parcel 27**

**Lot 16, Block 20; of REPLAT OF GOLDEN TEE ESTATES AND GOLDEN TEE ESTATES 1<sup>ST</sup> ADDITION AND UNPLATTED LAND, according to the plat thereof, recorded in Book 8 of Plats, page 77, records of Bonner County, Idaho.**

**Parcel 28**

**Lot 20A, Block 20, A REPLAT OF LOTS 5 & 6, BLOCK 22 AND LOT 20, BLOCK 20, REPLAT OF GOLDEN TEE ESTATES & GOLDEN TEE ESTATES 1ST ADDITION AND UNPLATTED LAND, according to the plat thereof, recorded in Book 9 of Plats, page 6, records of Bonner County, Idaho.**

**Parcel 29**

**Lot 6A, Block 22, A REPLAT OF LOTS 5 & 6, BLOCK 22 AND LOT 20, BLOCK 20, REPLAT OF GOLDEN TEE ESTATES & GOLDEN TEE ESTATES 1ST ADDITION AND UNPLATTED LAND, according to the plat thereof, recorded in Book 9 of Plats, page 6, records of Bonner County, Idaho.**

**Parcel 30**

**Lots 5A, Block 22, A REPLAT OF LOTS 5 & 6, BLOCK 22 AND LOT 20, BLOCK 20, REPLAT OF GOLDEN TEE ESTATES & GOLDEN TEE ESTATES 1ST ADDITION AND UNPLATTED LAND, according to the plat thereof, recorded in Book 9 of Plats, page 6, records of Bonner County, Idaho.**

**Parcel 31**

**Lot 4, Block 22; of REPLAT OF GOLDEN TEE ESTATES AND GOLDEN TEE ESTATES 1<sup>ST</sup> ADDITION AND UNPLATTED LAND, according to the plat thereof, recorded in Book 8 of Plats, page 77, records of Bonner County, Idaho.**

**Parcel 32**

**Lot 1, Block 2, GOLDEN TEE ESTATES 8TH ADDITION, according to the plat thereof, recorded in Book 9 of Plats, page 7, records of Bonner County, Idaho.**

**Parcel 33**

**Lot 2, Block 2, GOLDEN TEE ESTATES 8TH ADDITION, according to the plat thereof, recorded in Book 9 of Plats, page 7, records of Bonner County, Idaho.**

**Parcel 34**

**Lots 1A, Block 1, REPLAT OF LOTS 1 THROUGH 4, BLOCK 1 AND BLOCK 16A, REPLAT OF BLOCKS 15 & 16 OF THE REPLAT OF GOLDEN TEE ESTATES & GOLDEN TEE ESTATES 1ST ADDITION, according to the plat thereof, recorded in Book 9 of Plats, page 82, records of Bonner County, Idaho.**

Parcel 35

Lots 2A, Block 1, REPLAT OF LOTS 1 THROUGH 4, BLOCK 1 AND BLOCK 16A, REPLAT OF BLOCKS 15 & 16 OF THE REPLAT OF GOLDEN TEE ESTATES & GOLDEN TEE ESTATES 1ST ADDITION, according to the plat thereof, recorded in Book 9 of Plats, page 82, records of Bonner County, Idaho.

Parcel 36

Lots 4A, Block 1, REPLAT OF LOTS 1 THROUGH 4, BLOCK 1 AND BLOCK 16A, REPLAT OF BLOCKS 15 & 16 OF THE REPLAT OF GOLDEN TEE ESTATES & GOLDEN TEE ESTATES 1ST ADDITION, according to the plat thereof, recorded in Book 9 of Plats, page 82, records of Bonner County, Idaho.

Parcel 37

Lot 5, Block 1, GOLDEN TEE ESTATES 8TH ADDITION, according to the plat thereof, recorded in Book 9 of Plats, page 7, records of Bonner County, Idaho.

Parcel 38

Lot 6, Block 1, GOLDEN TEE ESTATES 8TH ADDITION, according to the plat thereof, recorded in Book 9 of Plats, page 7, records of Bonner County, Idaho.

Parcel 39

Lot 7, Block 1, GOLDEN TEE ESTATES 8TH ADDITION, according to the plat thereof, recorded in Book 9 of Plats, page 7, records of Bonner County, Idaho.

Parcel 40

Lot 8, Block 1, GOLDEN TEE ESTATES 8TH ADDITION, according to the plat thereof, recorded in Book 9 of Plats, page 7, records of Bonner County, Idaho.

Parcel 41

Lot 12, Block 4 of GOLDEN TEE ESTATES 3rd ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 78, records of Bonner County, Idaho.

Parcel 42

Lot 11, Block 4 of GOLDEN TEE ESTATES 3rd ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 78, records of Bonner County, Idaho.

Parcel 43

Lot 9, Block 4 of GOLDEN TEE ESTATES 3rd ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 78, records of Bonner County, Idaho.

Parcel 44

Lot 8, Block 4 of GOLDEN TEE ESTATES 3rd ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 78, records of Bonner County, Idaho.

Parcel 45

Lot 7, Block 4 of GOLDEN TEE ESTATES 3rd ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 78, records of Bonner County, Idaho.

**Parcel 46**

**Lot 6, Block 4 of GOLDEN TEE ESTATES 3rd ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 78, records of Bonner County, Idaho.**

**Parcel 47**

**Lot 5, Block 4 of GOLDEN TEE ESTATES 3rd ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 78, records of Bonner County, Idaho.**

**Parcel 48**

**Lot 4, Block 4 of GOLDEN TEE ESTATES 3rd ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 78, records of Bonner County, Idaho.**

**Parcel 49**

**Lot 3, Block 4 of GOLDEN TEE ESTATES 3rd ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 78, records of Bonner County, Idaho.**

**Parcel 50**

**Lot 2, Block 4 of GOLDEN TEE ESTATES 3rd ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 78, records of Bonner County, Idaho.**

**Parcel 51**

**Lot 1, Block 4 of GOLDEN TEE ESTATES 3rd ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 78, records of Bonner County, Idaho.**

**Parcel 52**

**Lot 14, Block 1 of GOLDEN TEE ESTATES 3rd ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 78, records of Bonner County, Idaho.**

**Parcel 53**

**Lot 13, Block 1 of GOLDEN TEE ESTATES 3rd ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 78, records of Bonner County, Idaho.**

**Parcel 54**

**Lot 12, Block 1 of GOLDEN TEE ESTATES 3rd ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 78, records of Bonner County, Idaho.**

**Parcel 55**

**Lot 11, Block 1 of GOLDEN TEE ESTATES 3rd ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 78, records of Bonner County, Idaho.**

**Parcel 56**

**Lot 10, Block 1 of GOLDEN TEE ESTATES 3rd ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 78, records of Bonner County, Idaho.**

**Parcel 57**

**Lot 9, Block 1 of GOLDEN TEE ESTATES 3rd ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 78, records of Bonner County, Idaho.**

**Parcel 58**

**Lot 8, Block 1 of GOLDEN TEE ESTATES 3rd ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 78, records of Bonner County, Idaho.**

**Parcel 59**

**Lot 7, Block 1 of GOLDEN TEE ESTATES 3rd ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 78, records of Bonner County, Idaho.**

**Parcel 60**

**Lot 8, Block 3 of GOLDEN TEE ESTATES 3rd ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 78, records of Bonner County, Idaho.**

**Parcel 61**

**Lot 7, Block 3 of GOLDEN TEE ESTATES 3rd ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 78, records of Bonner County, Idaho.**

**Parcel 62**

**Lot 6, Block 3 of GOLDEN TEE ESTATES 3rd ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 78, records of Bonner County, Idaho.**

**Parcel 63**

**Lot 5, Block 3 of GOLDEN TEE ESTATES 3rd ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 78, records of Bonner County, Idaho.**

**Parcel 64**

**Lot 4, Block 3 of GOLDEN TEE ESTATES 3rd ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 78, records of Bonner County, Idaho.**

**Parcel 65**

**Lot 3, Block 3 of GOLDEN TEE ESTATES 3rd ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 78, records of Bonner County, Idaho.**

**Parcel 66**

**Lot 2, Block 3 of GOLDEN TEE ESTATES 3rd ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 78, records of Bonner County, Idaho.**

**Parcel 67**

**Lot 1, Block 3 of GOLDEN TEE ESTATES 3rd ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 78, records of Bonner County, Idaho.**



Parcel 68

All that portion of Government Lots 2, 3, 4, 5, 6, 7 & 8 and 9; the Southwest Quarter of the Northeast Quarter; and the South half of the Northwest quarter of Section 2, Township 57 North, Range 1 West of the Boise Meridian, Bonner County, Idaho, lying South of State Highway No. 200 and lying North and East of the Northern Pacific Railroad (now Montana Rail Link) right of way.

LESS that portion of Section 2, Township 57 North, Range 1 West of the Boise Meridian, Bonner County, Idaho, being that property described in Instrument No. 592059 and more particularly described as follows:

Beginning at a right of way monument on the South right of way of State Highway No. 200, from which the Northwest corner of said Section 2 bears North 25° 54' 43" West, 798.00 feet (record = North 26° 28' 08" West, 798.11 feet; Thence along the South right of way of the Highway, North 68° 35' 39" East, 266.10 feet; Thence continuing along the Highway right of way, on a curve to the left (radial bearing = North 14° 03' 28" West) having a central angle of 00° 08' 55" and a radius of 5799.58 feet for an arc distance of 15.03 feet (chord = North 75° 52' 05" East, 15.03 feet - total distance along right of way from point of beginning 281.13 feet - record = 281.13 feet); Thence leaving said right of way South 00° 04' 10" West, 725.53 feet; Thence North 89° 14' 40" West, 330.00 feet; Thence North 00° 03' 26" West 607.20 feet, to the Southerly right of way of State Highway No. 200; Thence along said right of way North 79° 11' 55" East, 70.38 feet to the true point of beginning.

EXCEPTING therefrom all of the above described properties, any portion lying within the bounds of the following plats:

Replat of Golden Tee Estates and Golden Tee Estates 1st Addition and Unplatted land, recorded in Book 8 of Plats, Page 77,

Golden Tee Estates 2nd Addition, recorded in Book 8 of Plats, Page 79,

Golden Tee Estates 3rd Addition, recorded in Book 8 of Plats, Page 78,

Golden Tee Estates 4th Addition, recorded in Book 8 of Plats, Page 80,

Golden Tee Estates 5th Addition, recorded in Book 8 of Plats, Page 81, and

Golden Tee Estates 7<sup>th</sup> Addition, recorded in Book 9 of Plats, Page 13, all in the records of Bonner County, Idaho.

Parcel 69

All that portion of Government Lot 4 in Section 31, Township 58 North, Range 1 East, Boise Meridian, Bonner County, Idaho, lying South of State Highway 200.

Parcel 70

That portion of Government Lots 5, 6, 9, and 10; the Southeast quarter of the Northwest quarter; and the East half of the Southwest quarter; all in Section 6, Township 57 North, Range 1 East of the Boise Meridian, Bonner County, Idaho lying East GOLDEN TEE ESTATES 4<sup>TH</sup> ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 80, records of Bonner County, Idaho, East of GOLDEN TEE ESTATES 5<sup>TH</sup> ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 81, records of Bonner County, Idaho, North of GOLDEN TEE ESTATES 7<sup>TH</sup> ADDITION, according to the plat thereof, recorded in Book 9 of Plats, page 13, records of Bonner County, Idaho and North of GOLDEN TEE ESTATES 6<sup>TH</sup> ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 82, records of Bonner County, Idaho.

LESS that property described in Instrument No. 22533, records of Bonner County, Idaho, and described as follows: Beginning at the North quarter corner of said Section 6, Township 57 North, Range 1 East of the Boise Meridian, Bonner County, Idaho; Thence South 1669.70 feet to Pack River and the True Point of Beginning; Thence South 66° 47' West, 203 feet; Thence South 69° 54' West 165.3 feet; Thence South 79° 56' West, 242.5 feet; Thence South 01° 11' East, 146 feet; Thence South 25° 18' East, 118.20 feet; Thence South 54° 29' East, 137.2 feet; Thence South 68° 10' East, 267.1 feet; Thence North 535.6 feet to a point 1669.7 feet South of the North quarter corner of Section 6.

**LESS** a tract of land in Government Lot 6 and the Southeast quarter of the Northwest quarter of Section 6, Township 57 North, Range 1 East of the Boise Meridian, Bonner County, Idaho, being that property identified as Tract No. Q-1755-2 in Instrument No. 42975 and more particularly described as follows:  
Beginning at a point on the Southerly right of way of State Highway No. 200 which is South 55° 03' 21" East, 2460.29 feet from the Northwest corner of said Section 6 (record South 55° 14' East, 2451.3); Thence South 14° 53' 00" East, 223.22 feet (record); Thence South 04° 43' 00" East, 640.00 feet (record); Thence South 39° 48' 00" East, 430.00 feet (record); Thence South 30° 28' 00" East, 387.49 feet (record = 500 feet plus or minus) to the East line of the Southeast quarter of the Northwest quarter of said Section 6.

**TOGETHER WITH** any portion of the Old Highway right of way abandonment described in that certain Quitclaim Deed, executed by the State of Idaho. As Instrument No.696025 and recorded on January 11, 2006, lying within the bounds of the above described property.

**Parcel 71**

That portion of Government Lots 10 and 11; and the East half of the Southwest quarter; all in Section 6, Township 57 North, Range 1 East of the Boise Meridian, Bonner County, Idaho lying South of **GOLDEN TEE ESTATES 5<sup>TH</sup> ADDITION**, according to the plat thereof, recorded in Book 8 of Plats, page 81, records of Bonner County, Idaho, South of **GOLDEN TEE ESTATES 7<sup>TH</sup> ADDITION**, according to the plat thereof, recorded in Book 9 of Plats, page 13, records of Bonner County, Idaho and South of **GOLDEN TEE ESTATES 6<sup>TH</sup> ADDITION**, according to the plat thereof, recorded in Book 8 of Plats, page 82, records of Bonner County, Idaho.

**Parcel 72**

Lot 2, Block 2 of **GOLDEN TEE ESTATES 2<sup>ND</sup> ADDITION**, according to the plat thereof, recorded in Book 8 of Plats, page 79, records of Bonner County, Idaho.

**Parcel 73**

Lot 3, Block 2 of **GOLDEN TEE ESTATES 2<sup>ND</sup> ADDITION**, according to the plat thereof, recorded in Book 8 of Plats, page 79, records of Bonner County, Idaho.

**Parcel 74**

Lot 5, Block 2 of **GOLDEN TEE ESTATES 2<sup>ND</sup> ADDITION**, according to the plat thereof, recorded in Book 8 of Plats, page 79, records of Bonner County, Idaho.

**Parcel 75**

Lot 8, Block 2 of **GOLDEN TEE ESTATES 2<sup>ND</sup> ADDITION**, according to the plat thereof, recorded in Book 8 of Plats, page 79, records of Bonner County, Idaho.

**Parcel 76**

Lot 8, Block 1 of **GOLDEN TEE ESTATES 2<sup>ND</sup> ADDITION**, according to the plat thereof, recorded in Book 8 of Plats, page 79, records of Bonner County, Idaho.

**Parcel 77**

Lot 7, Block 1 of **GOLDEN TEE ESTATES 2<sup>ND</sup> ADDITION**, according to the plat thereof, recorded in Book 8 of Plats, page 79, records of Bonner County, Idaho.

**Parcel 78**

Lot 6, Block 1 of **GOLDEN TEE ESTATES 2<sup>ND</sup> ADDITION**, according to the plat thereof, recorded in Book 8 of Plats, page 79, records of Bonner County, Idaho.

**Parcel 79**

**Lot 5, Block 1 of GOLDEN TEE ESTATES 2<sup>nd</sup> ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 79, records of Bonner County, Idaho.**

**Parcel 80**

**Lot 4, Block 1 of GOLDEN TEE ESTATES 2<sup>nd</sup> ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 79, records of Bonner County, Idaho.**

**Parcel 81**

**Lot 2, Block 1 of GOLDEN TEE ESTATES 2<sup>nd</sup> ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 79, records of Bonner County, Idaho.**

**Parcel 82**

**Lot 1, Block 1 of GOLDEN TEE ESTATES 2<sup>nd</sup> ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 79, records of Bonner County, Idaho.**

**Parcel 83**

**Lot 9, Block 1 of GOLDEN TEE ESTATES 2<sup>nd</sup> ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 79, records of Bonner County, Idaho.**

**Parcel 84**

**Lot 9, Block 2 of GOLDEN TEE ESTATES 2<sup>nd</sup> ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 79, records of Bonner County, Idaho.**

**Parcel 85**

**Lot 1, Block 2 of GOLDEN TEE ESTATES 3<sup>rd</sup> ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 78, records of Bonner County, Idaho.**

**Parcel 86**

**Lot 5, Block 1 of GOLDEN TEE ESTATES 3<sup>rd</sup> ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 78, records of Bonner County, Idaho.**

**Parcel 87**

**Lot 10, Block 7 of GOLDEN TEE ESTATES 3<sup>rd</sup> ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 78, records of Bonner County, Idaho.**

**Parcel 88**

**Lot 1, Block 8 of GOLDEN TEE ESTATES 3<sup>rd</sup> ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 78, records of Bonner County, Idaho.**

**Parcel 89**

**Lot 4, Block 8 of GOLDEN TEE ESTATES 3<sup>rd</sup> ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 78, records of Bonner County, Idaho.**

**Parcel 90**

**Lot 2, Block 8 of GOLDEN TEE ESTATES 3<sup>rd</sup> ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 78, records of Bonner County, Idaho.**

**Parcel 91**

**Lot 5, Block 8 of GOLDEN TEE ESTATES 3<sup>rd</sup> ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 78, records of Bonner County, Idaho.**

**Parcel 92**

**Lot 6, Block 8 of GOLDEN TEE ESTATES 3<sup>rd</sup> ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 78, records of Bonner County, Idaho.**

**Parcel 93**

**Lot 6, Block 7 of GOLDEN TEE ESTATES 3<sup>rd</sup> ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 78, records of Bonner County, Idaho.**

**Parcel 94**

**Lot 2, Block 5 of GOLDEN TEE ESTATES 3<sup>rd</sup> ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 78, records of Bonner County, Idaho.**

**Parcel 95**

**Lot 1, Block 5 of GOLDEN TEE ESTATES 3<sup>rd</sup> ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 78, records of Bonner County, Idaho.**

**Parcel 96**

**Lot 10, Block 4 of GOLDEN TEE ESTATES 3<sup>rd</sup> ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 78, records of Bonner County, Idaho.**

**Parcel 97**

**Lot 17, Block 1 of GOLDEN TEE ESTATES 3<sup>rd</sup> ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 78, records of Bonner County, Idaho.**

**Parcel 98**

**Lot 16, Block 1 of GOLDEN TEE ESTATES 3<sup>rd</sup> ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 78, records of Bonner County, Idaho.**

**Parcel 99**

**Lot 4, Block 6 of GOLDEN TEE ESTATES 3<sup>rd</sup> ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 78, records of Bonner County, Idaho.**

**Parcel 100**

**Lot 3, Block 6 of GOLDEN TEE ESTATES 3<sup>rd</sup> ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 78, records of Bonner County, Idaho.**

**Parcel 101**

**Lot 15, Block 1 of GOLDEN TEE ESTATES 3<sup>rd</sup> ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 78, records of Bonner County, Idaho.**

**Parcel 102**

Lot 6, Block 10 of GOLDEN TEE ESTATES 3<sup>rd</sup> ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 78, records of Bonner County, Idaho.

**Parcel 103**

Lot 10, Block 10 of GOLDEN TEE ESTATES 3<sup>rd</sup> ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 78, records of Bonner County, Idaho.

**Parcel 104**

Lot 2, Block 11 of GOLDEN TEE ESTATES 3<sup>rd</sup> ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 78, records of Bonner County, Idaho.

**Parcel 105**

Lot 3, Block 9 of GOLDEN TEE ESTATES 3<sup>rd</sup> ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 78, records of Bonner County, Idaho.

**Parcel 106**

Lot 8, Block 5 of GOLDEN TEE ESTATES 3<sup>rd</sup> ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 78, records of Bonner County, Idaho.

**Parcel 107**

Lot 6, Block 1 of GOLDEN TEE ESTATES 3<sup>rd</sup> ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 78, records of Bonner County, Idaho.

**Parcel 108**

Lot 5, Block 9 of GOLDEN TEE ESTATES 3<sup>rd</sup> ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 78, records of Bonner County, Idaho.

**Parcel 109**

Lot 10, Block 9 of GOLDEN TEE ESTATES 3<sup>rd</sup> ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 78, records of Bonner County, Idaho.

**Parcel 110**

Lot 6, Block 1 of GOLDEN TEE ESTATES 4<sup>TH</sup> ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 80, records of Bonner County, Idaho.

**Parcel 111**

Lot 1, Block 5 of GOLDEN TEE ESTATES 4<sup>TH</sup> ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 80, records of Bonner County, Idaho.

**Parcel 112**

Lot 5, Block 5 of GOLDEN TEE ESTATES 4<sup>TH</sup> ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 80, records of Bonner County, Idaho.

**Parcel 113**

Lot 4, Block 4 of GOLDEN TEE ESTATES 4<sup>TH</sup> ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 80, records of Bonner County, Idaho.

**Parcel 114**

**Lot 3, Block 4 of GOLDEN TEE ESTATES 4<sup>TH</sup> ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 80, records of Bonner County, Idaho.**

**Parcel 115**

**Lot 6, Block 4 of GOLDEN TEE ESTATES 4<sup>TH</sup> ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 80, records of Bonner County, Idaho.**

**Parcel 116**

**Lot 8, Block 4 of GOLDEN TEE ESTATES 4<sup>TH</sup> ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 80, records of Bonner County, Idaho.**

**Parcel 117**

**Lot 9, Block 4 of GOLDEN TEE ESTATES 4<sup>TH</sup> ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 80, records of Bonner County, Idaho.**

**Parcel 118**

**Lot 2, Block 4 of GOLDEN TEE ESTATES 4<sup>TH</sup> ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 80, records of Bonner County, Idaho.**

**Parcel 119**

**Lot 1, Block 4 of GOLDEN TEE ESTATES 4<sup>TH</sup> ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 80, records of Bonner County, Idaho.**

**Parcel 120**

**Lot 1, Block 3 of GOLDEN TEE ESTATES 4<sup>TH</sup> ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 80, records of Bonner County, Idaho.**

**Parcel 122**

**Lot 1, Block 1 of GOLDEN TEE ESTATES 4<sup>TH</sup> ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 80, records of Bonner County, Idaho.**

**Parcel 123**

**Lot 1, Block 1, GOLDEN TEE ESTATES 5<sup>TH</sup> ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 81, records of Bonner County, Idaho.**

**Parcel 124**

**Lot 5, Block 1, GOLDEN TEE ESTATES 5<sup>TH</sup> ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 81, records of Bonner County, Idaho.**

**Parcel 125**

**Lot 7, Block 1, GOLDEN TEE ESTATES 5<sup>TH</sup> ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 81, records of Bonner County, Idaho.**

**Parcel 126**

**Lot 9, Block 1, GOLDEN TEE ESTATES 5<sup>TH</sup> ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 81, records of Bonner County, Idaho.**

**Parcel 127**

**Lot 11, Block 2, GOLDEN TEE ESTATES 5<sup>TH</sup> ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 81, records of Bonner County, Idaho.**

**Parcel 128**

**Lot 9, Block 2, GOLDEN TEE ESTATES 5<sup>TH</sup> ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 81, records of Bonner County, Idaho.**

**Parcel 129**

**Lot 8, Block 2, GOLDEN TEE ESTATES 5<sup>TH</sup> ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 81, records of Bonner County, Idaho.**

**Parcel 130**

**Lot 5, Block 2, GOLDEN TEE ESTATES 5<sup>TH</sup> ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 81, records of Bonner County, Idaho.**

**Parcel 131**

**Lot 1, Block 2, GOLDEN TEE ESTATES 5<sup>TH</sup> ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 81, records of Bonner County, Idaho.**

**Parcel 132**

**Lot 6, Block 1, GOLDEN TEE ESTATES 5<sup>TH</sup> ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 81, records of Bonner County, Idaho.**

**Parcel 133**

**Lot 3, Block 2, GOLDEN TEE ESTATES 5<sup>TH</sup> ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 81, records of Bonner County, Idaho.**

**Parcel 134**

**Lot 4, Block 4 of GOLDEN TEE ESTATES 6<sup>TH</sup> ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 82, records of Bonner County, Idaho.**

**Parcel 135**

**Lot 3, Block 4 of GOLDEN TEE ESTATES 6<sup>TH</sup> ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 82, records of Bonner County, Idaho.**

**Parcel 136**

**Lot 2, Block 4 of GOLDEN TEE ESTATES 6<sup>TH</sup> ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 82, records of Bonner County, Idaho.**

**Parcel 137**

**Lot 1, Block 3 of GOLDEN TEE ESTATES 6<sup>TH</sup> ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 82, records of Bonner County, Idaho.**

**Parcel 138**

**Lot 4, Block 2 of GOLDEN TEE ESTATES 6<sup>TH</sup> ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 82, records of Bonner County, Idaho.**

**Parcel 139**

**Lot 3, Block 2 of GOLDEN TEE ESTATES 6<sup>TH</sup> ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 82, records of Bonner County, Idaho.**

**Parcel 140**

**Lot 2, Block 2 of GOLDEN TEE ESTATES 6<sup>TH</sup> ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 82, records of Bonner County, Idaho.**

**Parcel 141**

**Lot 5, Block 4 of GOLDEN TEE ESTATES 6<sup>TH</sup> ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 82, records of Bonner County, Idaho.**

**Parcel 142**

**Lot 1, Block 4 of GOLDEN TEE ESTATES 6<sup>TH</sup> ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 82, records of Bonner County, Idaho.**

**Parcel 143**

**Lot 5, Block 2 of GOLDEN TEE ESTATES 6<sup>TH</sup> ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 82, records of Bonner County, Idaho.**

**Parcel 144**

**Lot 8, Block 1 of GOLDEN TEE ESTATES 6<sup>TH</sup> ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 82, records of Bonner County, Idaho.**

**Parcel 145**

**Lot 2, Block 1 of GOLDEN TEE ESTATES 6<sup>TH</sup> ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 82, records of Bonner County, Idaho.**

**Parcel 146**

**Lot 1, Block 1 of GOLDEN TEE ESTATES 7<sup>TH</sup> ADDITION, according to the plat thereof, recorded in Book 9 of Plats, page 13, records of Bonner County, Idaho.**

**Parcel 147**

**Lot 2, Block 1 of GOLDEN TEE ESTATES 7<sup>TH</sup> ADDITION, according to the plat thereof, recorded in Book 9 of Plats, page 13, records of Bonner County, Idaho.**



**Parcel 148**

**Lot 1, Block 2 of GOLDEN TEE ESTATES 7<sup>TH</sup> ADDITION, according to the plat thereof, recorded in Book 9 of Plats, page 13, records of Bonner County, Idaho.**

**Parcel 149**

**Lot 2, Block 2 of GOLDEN TEE ESTATES 7<sup>TH</sup> ADDITION, according to the plat thereof, recorded in Book 9 of Plats, page 13, records of Bonner County, Idaho.**

**Parcel 150**

**Lot 4, Block 2 of GOLDEN TEE ESTATES 7<sup>TH</sup> ADDITION, according to the plat thereof, recorded in Book 9 of Plats, page 13, records of Bonner County, Idaho.**

**Parcel 151**

**Lot 6, Block 2 of GOLDEN TEE ESTATES 7<sup>TH</sup> ADDITION, according to the plat thereof, recorded in Book 9 of Plats, page 13, records of Bonner County, Idaho.**

**Parcel 152**

**Lot 5, Block 2 of GOLDEN TEE ESTATES 7<sup>TH</sup> ADDITION, according to the plat thereof, recorded in Book 9 of Plats, page 13, records of Bonner County, Idaho.**

**Parcel 153**

**Lot 8, Block 2 of GOLDEN TEE ESTATES 7<sup>TH</sup> ADDITION, according to the plat thereof, recorded in Book 9 of Plats, page 13, records of Bonner County, Idaho.**

**Parcel 154**

**Lot 9, Block 2 of GOLDEN TEE ESTATES 7<sup>TH</sup> ADDITION, according to the plat thereof, recorded in Book 9 of Plats, page 13, records of Bonner County, Idaho.**

**Parcel 155**

**Lot 7, Block 1 of GOLDEN TEE ESTATES 7<sup>TH</sup> ADDITION, according to the plat thereof, recorded in Book 9 of Plats, page 13, records of Bonner County, Idaho.**

**Parcel 156**

**Lot 5, Block 1 of GOLDEN TEE ESTATES 7<sup>TH</sup> ADDITION, according to the plat thereof, recorded in Book 9 of Plats, page 13, records of Bonner County, Idaho.**

**Parcel 157**

**Lot 6, Block 1 of GOLDEN TEE ESTATES 7<sup>TH</sup> ADDITION, according to the plat thereof, recorded in Book 9 of Plats, page 13, records of Bonner County, Idaho.**

**Parcel 158**

**Lot 3, Block 1 of GOLDEN TEE ESTATES 7<sup>TH</sup> ADDITION, according to the plat thereof, recorded in Book 9 of Plats, page 13, records of Bonner County, Idaho.**

Parcel 159

**Tract 1**

Block 5A of REPLAT OF GOLDEN TEE ESTATES AND GOLDEN TEE ESTATES 1<sup>ST</sup> ADDITION AND UNPLATTED LAND, according to the plat thereof, recorded in Book 8 of Plats, page 77, records of Bonner County, Idaho.

**Tract 2**

Lot 3A, Block 12 of REPLAT OF GOLDEN TEE ESTATES AND GOLDEN TEE ESTATES 1<sup>ST</sup> ADDITION AND UNPLATTED LAND, according to the plat thereof, recorded in Book 8 of Plats, page 77, records of Bonner County, Idaho.

**Tract 3**

Lot 1A, Block 15 of A REPLAT OF BLOCKS 15 AND 16 OF THE REPLAT OF GOLDEN TEE ESTATES & GOLDEN TEE ESTATES 1<sup>ST</sup> ADDITION AND UNPLATTED LAND, according to the plat thereof, recorded in Book 9 of Plats, page 5, records of Bonner County, Idaho.

**Tract 4**

Block 16A of A REPLAT OF BLOCKS 15 AND 16 OF THE REPLAT OF GOLDEN TEE ESTATES & GOLDEN TEE ESTATES 1<sup>ST</sup> ADDITION AND UNPLATTED LAND, according to the plat thereof, recorded in Book 9 of Plats, page 5, records of Bonner County, Idaho.

**Tract 5**

Lot 1A, Block 12 of REPLAT OF GOLDEN TEE ESTATES AND GOLDEN TEE ESTATES 1<sup>ST</sup> ADDITION AND UNPLATTED LAND, according to the plat thereof, recorded in Book 8 of Plats, page 77, records of Bonner County, Idaho.

**Tract 6**

Lot 1A, Block 11 of REPLAT OF GOLDEN TEE ESTATES AND GOLDEN TEE ESTATES 1<sup>ST</sup> ADDITION AND UNPLATTED LAND, according to the plat thereof, recorded in Book 8 of Plats, page 77, records of Bonner County, Idaho.

**Tract 7**

Lot 2A, Block 12 of REPLAT OF GOLDEN TEE ESTATES AND GOLDEN TEE ESTATES 1<sup>ST</sup> ADDITION AND UNPLATTED LAND, according to the plat thereof, recorded in Book 8 of Plats, page 77, records of Bonner County, Idaho.

**Tract 8**

Lot 2A, Block 15 of A REPLAT OF BLOCKS 15 AND 16 OF THE REPLAT OF GOLDEN TEE ESTATES & GOLDEN TEE ESTATES 1<sup>ST</sup> ADDITION AND UNPLATTED LAND, according to the plat thereof, recorded in Book 9 of Plats, page 5, records of Bonner County, Idaho.

**Tract 9**

Lot 1, Block 14A of REPLAT OF GOLDEN TEE ESTATES AND GOLDEN TEE ESTATES 1<sup>ST</sup> ADDITION AND UNPLATTED LAND, according to the plat thereof, recorded in Book 8 of Plats, page 77, records of Bonner County, Idaho.

**Tract 10**

Lot 1, Block 17 of REPLAT OF GOLDEN TEE ESTATES AND GOLDEN TEE ESTATES 1<sup>ST</sup> ADDITION AND UNPLATTED LAND, according to the plat thereof, recorded in Book 8 of Plats, page 77, records of Bonner County, Idaho.

**Tract 11**

Block 18 of REPLAT OF GOLDEN TEE ESTATES AND GOLDEN TEE ESTATES 1<sup>ST</sup> ADDITION AND UNPLATTED LAND, according to the plat thereof, recorded in Book 8 of Plats, page 77, records of Bonner County, Idaho.

**Tract 12**

All that portion of the Southeast Quarter in Section 36, Township 58 North, Range 1 West, Boise Meridian, Bonner County, Idaho, lying South of State Highway 200 and lying Easterly of Lot 1, Block 17 of REPLAT OF GOLDEN TEE ESTATES AND GOLDEN TEE ESTATES 1<sup>ST</sup> ADDITION AND UNPLATTED LAND, according to the plat thereof, recorded in Book 8 of Plats, page 77, records of Bonner County, Idaho.

LESS the following described property:

A tract of land in the Southeast quarter of Section 36, Township 58 North, Range 1 West of the Boise Meridian, Bonner County, Idaho, being that property described in Instrument No. 92981, records of Bonner County, Idaho and more particularly described as follows:

Commencing at the Southeast corner of said Section 36; Thence along the East line of Section 36, North  $00^{\circ} 08' 06''$  East, 460.00 feet; Thence perpendicular to the East line of the Section, North  $89^{\circ} 51' 54''$  West, 568.00 feet to the true point of beginning; Thence South  $47^{\circ} 08' 06''$  West, 250.00 feet; Thence South  $42^{\circ} 51' 54''$  East, 348.50 feet; Thence North  $47^{\circ} 48' 06''$  East, 250.00 feet; Thence North  $42^{\circ} 51' 54''$  West, 348.50 feet to the true point of beginning.

Parcel 163

Tract 1

Lot 21A, Block 2, of REPLAT OF LOTS 20 AND 21, BLOCK 2 REPLAT OF GOLDEN TEE ESTATES & GOLDEN TEE ESTATES 1ST ADDITION, according to the plat thereof, recorded in Book 9 of Plats, page 81, records of Bonner County, Idaho.

Tract 2

Lot 5A, Block 4 of REPLAT OF GOLDEN TEE ESTATES AND GOLDEN TEE ESTATES 1<sup>ST</sup> ADDITION AND UNPLATTED LAND, according to the plat thereof, recorded in Book 8 of Plats, page 77, records of Bonner County, Idaho.

Tract 3

Lot 1, Block 19 of REPLAT OF GOLDEN TEE ESTATES AND GOLDEN TEE ESTATES 1<sup>ST</sup> ADDITION AND UNPLATTED LAND, according to the plat thereof, recorded in Book 8 of Plats, page 77, records of Bonner County, Idaho.

Tract 4

Lot 13A, Block 13 of REPLAT OF GOLDEN TEE ESTATES AND GOLDEN TEE ESTATES 1<sup>ST</sup> ADDITION AND UNPLATTED LAND, according to the plat thereof, recorded in Book 8 of Plats, page 77, records of Bonner County, Idaho.

Tract 5

Lot 2, Block 19 of REPLAT OF GOLDEN TEE ESTATES AND GOLDEN TEE ESTATES 1<sup>ST</sup> ADDITION AND UNPLATTED LAND, according to the plat thereof, recorded in Book 8 of Plats, page 77, records of Bonner County, Idaho.

Tract 6

Lot 1, Block 2 of GOLDEN TEE ESTATES 2<sup>ND</sup> ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 79, records of Bonner County, Idaho.

Parcel 177

Tract 1

Alpenrose Lane and that portion of North Idaho Club Drive as shown on the plat of REPLAT OF GOLDEN TEE ESTATES AND GOLDEN TEE ESTATES 1<sup>ST</sup> ADDITION AND UNPLATTED LAND, according to the plat thereof, recorded in Book 8 of Plats, page 77, records of Bonner County, Idaho, lying within Section 36, Township 58 North Range 1 West of the Boise Meridian, Bonner County, Idaho and said North Idaho Club Drive as shown on GOLDEN TEE ESTATES 8TH ADDITION, according to the plat thereof, recorded in Book 9 of Plats, page 7, records of Bonner County, Idaho.

Tract 2

Golden Tee Drive, now Gracie Lane, as shown on the plat of GOLDEN TEE ESTATES 1<sup>ST</sup> ADDITION PLANNED UNIT DEVELOPMENT (PHASE TWO), according to the plat thereof, recorded in Book 6 of Plats, Page 114, records of Bonner County, Idaho.

**Tract 3**

That portion of Jim Brown Way as shown on the plat of REPLAT OF GOLDEN TEE ESTATES AND GOLDEN TEE ESTATES 1<sup>ST</sup> ADDITION AND UNPLATTED LAND, according to the plat thereof, recorded in Book 8 of Plats, page 77, records of Bonner County, Idaho, lying within Section 36, Township 58 North Range 1 West of the Boise Meridian, Bonner County, Idaho.

**Tract 4**

That portion of Jim Brown Way as shown on the plat of GOLDEN TEE ESTATES 1<sup>ST</sup> ADDITION PLANNED UNIT DEVELOPMENT (PHASE TWO), according to the plat thereof, recorded in Book 6 of Plats, Page 114, records of Bonner County, Idaho, excepting any portion lying with REPLAT OF GOLDEN TEE ESTATES AND GOLDEN TEE ESTATES 1<sup>ST</sup> ADDITION AND UNPLATTED LAND, according to the plat thereof, recorded in Book 8 of Plats, page 77, records of Bonner County, Idaho, being between the Easterly extensions of the North boundary of Lot 2, Block 6 and the South boundary of Lot 3, Block 7 of said GOLDEN TEE ESTATES 1<sup>ST</sup> ADDITION PLANNED UNIT DEVELOPMENT (PHASE TWO).

**Tract 5**

The parcel labelled Road Lot named South Idaho Club Drive lying between Lot 1, Block 17 and Block 18 of REPLAT OF GOLDEN TEE ESTATES AND GOLDEN TEE ESTATES 1<sup>ST</sup> ADDITION AND UNPLATTED LAND, according to the plat thereof, recorded in Book 8 of Plats, page 77, records of Bonner County, Idaho, lying South of State Highway 200.

**Tract 6**

The private roads named South Idaho Club Drive and Wildflower Way shown on GOLDEN TEE ESTATES 2<sup>ND</sup> ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 79, records of Bonner County, Idaho.

**Tract 7**

The private roads named South Idaho Club Drive, Whitecloud Drive, Nighthawk Lane, Trappers Loop, Pickeroon Lane, Timber Grove Lane and Green Monarch Lane as shown on GOLDEN TEE ESTATES 3<sup>RD</sup> ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 78, records of Bonner County, Idaho.

**Tract 8**

The private roads named Green Monarch Lane, Wildridge Way, Brightwater Lane and North Star Lane as shown on GOLDEN TEE ESTATES 4<sup>TH</sup> ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 80, records of Bonner County, Idaho and Forest Highland Drive as shown on GOLDEN TEE ESTATES 7<sup>TH</sup> ADDITION, according to the plat thereof, recorded in Book 9 of Plats, page 13, records of Bonner County, Idaho.

**Tract 9**

The private roads named South Idaho Club Drive as shown on GOLDEN TEE ESTATES 5<sup>TH</sup> ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 81, records of Bonner County, Idaho.

**Tract 10**

The private roads named South Idaho Club Drive, Greatwater Circle and Lunch Peak Lane as shown on GOLDEN TEE ESTATES 6<sup>TH</sup> ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 82, records of Bonner County, Idaho.

**Tract 11**

The private roads named Hidden Lakes Drive, Waterdance Way, Oxbow Road and Clubhouse Way as shown and described on REPLAT OF GOLDEN TEE ESTATES AND GOLDEN TEE ESTATES 1<sup>ST</sup> ADDITION AND UNPLATTED LAND, according to the plat thereof, recorded in Book 8 of Plats, page 77, records of Bonner County, Idaho, and including those portions of Clubhouse Way, which is named Hidden Lakes Drive, above, and Clubhouse Lane, which is named Clubhouse Way, first above, on GOLDEN TEE ESTATES 1<sup>ST</sup> ADDITION PLANNED UNIT DEVELOPMENT (PHASE TWO), according to the plat thereof, recorded in Book 6 of Plats, Page 114, records of Bonner County, Idaho, which may be or may not be described and included on REPLAT OF GOLDEN TEE ESTATES AND GOLDEN TEE ESTATES 1<sup>ST</sup> ADDITION AND UNPLATTED LAND, according to the plat thereof, recorded in Book 8 of Plats, page 77, records of Bonner County, Idaho.

**EXHIBIT B**  
**THE IDAHO CLUB PROPERTY**

| PARCEL | TAX ID NO.  |
|--------|---|
| 1      | RP043590170020A                                       |
| 2      | RP033810020100A<br>RP033820010010A<br>RP033830050070A |
| 5      | RP58N01W361810A                                       |
| 8      | RP043520030020A                                       |
| 9      | RP044020010010A                                       |
| 10     | RP045060020020A                                       |
| 11     | RP045060020030A                                       |
| 12     | RP045060020040A                                       |
| 13     | RP045060020050A                                       |
| 14     | RP043590020140A                                       |
| 15     | RP043590020150A                                       |
| 16     | RP043590070040A                                       |
| 17     | RP033830040050A                                       |
| 19     | RP58N01W367732A                                       |
| 20     | RP043590200010A                                       |
| 21     | RP043590200020A                                       |
| 22     | RP043590200030A                                       |
| 23     | RP043590200110A                                       |
| 24     | RP043590200120A                                       |
| 25     | RP043590200130A                                       |
| 26     | RP043590200140A                                       |

| <b>PARCEL</b> | <b>TAX ID NO.</b> |
|---------------|-------------------|
| 27            | RP043590200160A   |
| 28            | RP0435902020A0A   |
| 29            | RP0435902206A0A   |
| 30            | RP0435902205A0A   |
| 31            | RP043590220040A   |
| 32            | RP043600020010A   |
| 33            | RP043600020020A   |
| 34            | RP0436000101A0A   |
| 35            | RP0436000102A0A   |
| 36            | RP0436000104A0A   |
| 37            | RP043600010050A   |
| 38            | RP043600010060A   |
| 39            | RP043600010070A   |
| 40            | RP043600010080A   |
| 41            | RP033820040120A   |
| 42            | RP033820040110A   |
| 43            | RP033820040090A   |
| 44            | RP033820040080A   |
| 45            | RP033820040070A   |
| 46            | RP033820040060A   |
| 47            | RP033820040050A   |
| 48            | RP033820040040A   |
| 49            | RP033820040030A   |
| 50            | RP033820040020A   |
| 51            | RP033820040010A   |
| 52            | RP033820010140A   |
| 53            | RP033820010130A   |
| 54            | RP033820010120A   |

**PARCEL****TAX ID NO.**

|    |                 |
|----|-----------------|
| 55 | RP033820010110A |
| 56 | RP033820010100A |
| 57 | RP033820010090A |
| 58 | RP033820010080A |
| 59 | RP033820010070A |
| 60 | RP033820030080A |
| 61 | RP033820030070A |
| 62 | RP033820030060A |
| 63 | RP033820030050A |
| 64 | RP033820030040A |
| 65 | RP033820030030A |
| 66 | RP033820030020A |
| 67 | RP033820030010A |
| 68 | RP57N01W020600A |
| 69 | RP58N01E316415A |
| 70 | RP57N01E063603A |
| 71 | RP57N01E063603A |
| 72 | RP033810020020A |
| 73 | RP033810020030A |
| 74 | RP033810020050A |
| 75 | RP033810020080A |
| 76 | RP033810010080A |
| 77 | RP033810010070A |
| 78 | RP033810010060A |
| 79 | RP033810010050A |
| 80 | RP033810010040A |
| 81 | RP033810010020A |
| 82 | RP033810010010A |

| <b>PARCEL</b> | <b>TAX ID NO.</b> |
|---------------|-------------------|
| 83            | RP033810010090A   |
| 84            | RP033810020090A   |
| 85            | RP033820020010A   |
| 86            | RP033820010050A   |
| 87            | RP033820070100A   |
| 88            | RP033820080010A   |
| 89            | RP033820080040A   |
| 90            | RP033820080020A   |
| 91            | RP033820080050A   |
| 92            | RP033820080060A   |
| 93            | RP033820070060A   |
| 94            | RP033820050020A   |
| 95            | RP033820050010A   |
| 96            | RP033820040100A   |
| 97            | RP033820010170A   |
| 98            | RP033820010160A   |
| 99            | RP033820060040A   |
| 100           | RP033820060030A   |
| 101           | RP033820010150A   |
| 102           | RP033820100060A   |
| 103           | RP033820100100A   |
| 104           | RP033820110020A   |
| 105           | RP033820090030A   |
| 106           | RP033820050080A   |
| 107           | RP033820010060A   |
| 108           | RP033820090050A   |
| 109           | RP033820090100A   |
| 110           | RP033830010060A   |



**PARCEL****TAX ID NO.**

|     |                 |
|-----|-----------------|
| 111 | RP033830050010A |
| 112 | RP033830050050A |
| 113 | RP033830040040A |
| 114 | RP033830040030A |
| 115 | RP033830040060A |
| 116 | RP033830040080A |
| 117 | RP033830040090A |
| 118 | RP033830040020A |
| 119 | RP033830040010A |
| 120 | RP033830030010A |
| 122 | RP033830010010A |
| 123 | RP033840010010A |
| 124 | RP033840010050A |
| 125 | RP033840010070A |
| 126 | RP033840010090A |
| 127 | RP033840020110A |
| 128 | RP033840020090A |
| 129 | RP033840020080A |
| 130 | RP033840020050A |
| 131 | RP033840020010A |
| 132 | RP033840010060A |
| 133 | RP033840020030A |
| 134 | RP031650040040A |
| 135 | RP031650040030A |
| 136 | RP031650040020A |
| 137 | RP031650030010A |
| 138 | RP031650020040A |
| 139 | RP031650020030A |

| <b>PARCEL</b> | <b>TAX ID NO.</b> |
|---------------|-------------------|
| 140           | RP031650020020A   |
| 141           | RP031650040050A   |
| 142           | RP031650040010A   |
| 143           | RP031650020050A   |
| 144           | RP031650010080A   |
| 145           | RP031650010020A   |
| 146           | RP031680010010A   |
| 147           | RP031680010020A   |
| 148           | RP031680020010A   |
| 149           | RP031680020020A   |
| 150           | RP031680020040A   |
| 151           | RP031680020060A   |
| 152           | RP031680020050A   |
| 153           | RP031680020080A   |
| 154           | RP031680020090A   |
| 155           | RP031680010070A   |
| 156           | RP031680010050A   |
| 157           | RP031680010060A   |
| 158           | RP031680010030A   |
| 159           | RP0435905A000BA   |
| 163           | RP0435900221A0A   |
|               | RP0435900405A0A   |
|               | RP0435901201A0A   |
|               | RP0435901101A0A   |
|               | RP0435901202A0A   |
|               | RP043590190010A   |
|               | RP0435901313A0A   |
|               | RP043590190020A   |

| PARCEL    | TAX ID NO.      |
|-----------|-----------------|
| 163 con't | RP0435901502A0A |
|           | RP0435914A0010A |
|           | RP0435905A000BA |
|           | RP033810020010A |
|           | RP58N01W369341A |
| 177       | RP04359000R0ADA |
|           | RP043530000PR0A |
|           | RP03381000R0ADA |
|           | RP03382000R0ADA |
|           | RP03383000R0ADA |
|           | RP03384000R0ADA |
|           | RP03165000R0ADA |

SO  
Civ Dept

# STAPLES

260 Bonner Mall Way  
Ponderay, ID 83852  
(208) 255-4551

SALE 1245045 2 004 02765  
0572 10/12/16 10:25

QTY SKU PRICE

REWARDS NUMBER 4017982960

\*\*\*\*\*Buy More / Save More\*\*\*\*\*

|   |                      |        |
|---|----------------------|--------|
| 1 | SPLS POLY BUBL MLR * |        |
|   | 718103228053         | 14.59N |
| 1 | SPLS POLY BUBL MLR * |        |
|   | 718103228053         | 14.59N |
| 1 | SPLS POLY BUBL MLR * |        |
|   | 718103228053         | 14.59N |
| 1 | SPLS POLY BUBL MLR * |        |
|   | 718103228053         | 14.59N |
| 1 | SPLS POLY BUBL MLR * |        |
|   | 718103228053         | 14.59N |

Discount Amount <-22.00>

\*\*\*\*\*  
SUBTOTAL 72.95

Tax Exempt Number 4017982960

TOTAL \$72.95

Staples Charge USD\$72.95  
Card No.: XXXXXXXXXXXX9819 [S]  
Auth No.: 012027

TOTAL ITEMS 5

\*Item is currently on promotion. Some coupons are only valid on regular priced items. Please see coupon terms and conditions for details.

Staples brand products.  
Below Budget. Above Expectations.

THANK YOU FOR SHOPPING AT STAPLES !

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Get with the program.  
Staples Rewards members get up to 5%

RICK L. STACEY  
STACEY@MWSSLAWYERS.COM

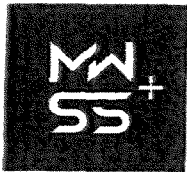
December 9, 2016

**VIA ELECTRONIC & U.S. MAIL**

Susan P. Weeks, Esq.  
James, Vernon & Weeks, PA  
1626 Lincoln Way  
Coeur d'Alene, Idaho 83814

Re: The Idaho Club – Parcels 1 and 2  
Our File No. 10482.2

Dear Susan:



As you are aware, the sale of certain real property located within the Idaho Club development, which is located outside of Sandpoint, Idaho, was conducted by the Bonner County Sheriff's Office on November 7, 2016. The Sheriff sent notice of this sale to you, on behalf of VP, Incorporated ("VP") by certified mail dated October 14, 2016. This sale included two parcels ("Parcel 1 and Parcel 2") in which VP purported to have an interest during the litigation styled as Bonner County Case No. CV-09-1810 ("Foreclosure Lawsuit").

My client, Valiant Idaho LLC ("Valiant") purchased Parcel 1 and Parcel 2 at the sheriff's sale. I have attached the Certificates of Sale executed by the Bonner County Sheriff documenting these purchases. As set forth in the Certificates of Sale, Valiant purchased Parcel 1 for a purchase price of \$3,120,000.00 and Parcel 2 for a purchase price of \$2,500,000.

The Decree of Foreclosure entered by the Court in the Foreclosure Lawsuit requires any person or entity in possession of or occupying parcels sold at the sheriff's sale to allow the purchaser access to said parcels upon production of the certificate of sale. It is my understanding VP has remained in possession of and continues to occupy Parcel 1 and Parcel 2. Pursuant to the Court order and as record owner of Parcel 1 and Parcel 2, and any and all property rights and improvements appurtenant to, located on or under, and existing in conjunction



Susan P. Weeks, Esq.  
December 9, 2016  
Page 2

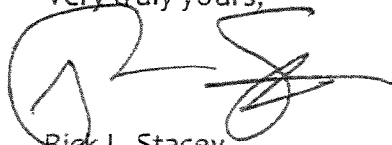
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with said Parcels, Valiant hereby requests, for purposes of inspection, access to these Parcels and any and all improvements thereon that are occupied by or on behalf of VP. Please let me know when VP will make these properties available for Valiant's inspection.

In addition to requiring a purchaser access, the Decree of Foreclosure further makes any occupant a tenant of the purchaser, which tenancy shall be a tenancy from day-to-day, terminable at the will of the landlord, at a rental per day based upon the value of the parcel and improvement, such rental to be due daily to the purchaser. Based upon the value of Parcel 1 and Parcel 2, and improvements thereon, having been determined by the purchase price of said Parcels at the sheriff's sale in the amount of \$5,620,000.00, daily rent is the rate of post-judgment interest that would accrue on a judgment in this amount of \$866.09 per day. As VP continues to occupy Parcel 1 and Parcel 2, VP owes Valiant a total of \$26,848.79 in rental fees since the sale of the property thru today's date. Please consider this letter Valiant's demand for immediate payment in this amount. Moreover, additional rental fees of \$866.09 per day are due daily to Valiant hereafter.

Please contact me at your convenience to advise when Parcel 1 and Parcel 2 will be made available for Valiant's inspection.

Very truly yours,



Rick L. Stacey

RLS/pal

Enclosures

c: William Haberman, Esq.

Brian Kramer, Esq.

\\10482.002\CORR\Weeks 161207.doc

Richard L. Stacey, ISB #6800  
Jeff R. Sykes, ISB #5058  
Chad M. Nicholson, ISB #7506  
**McCONNELL WAGNER SYKES & STACEY** <sup>PLLC</sup>  
827 East Park Boulevard, Suite 201  
Boise, Idaho 83712  
Telephone: 208.489.0100  
Facsimile: 208.489.0110  
[stacey@mwsslawyers.com](mailto:stacey@mwsslawyers.com)  
[sykes@mwsslawyers.com](mailto:sykes@mwsslawyers.com)  
[nicholson@mwsslawyers.com](mailto:nicholson@mwsslawyers.com)

Attorneys For Valiant Idaho, LLC

**Instrument # 897573**  
BONNER COUNTY, SANDPOINT, IDAHO  
11-8-2016 12:40:38 PM No. of Pages: 3  
Recorded for : RICHARD L STACEY  
MICHAEL W ROSEDALE Fee: 16.00  
Ex-Officio Recorder Deputy *CB*  
Index to: CERTIFICATE OF SALE

**IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT  
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER**

**GENESIS GOLF BUILDERS, INC.,**  
formerly known as  
**NATIONAL GOLF BUILDERS, INC.,**  
a Nevada corporation,

Plaintiff,

vs.

**PEND OREILLE BONNER  
DEVELOPMENT, LLC,**  
a Nevada limited liability company; *et al.*,

Defendants.

**AND RELATED COUNTER, CROSS  
AND THIRD PARTY ACTIONS  
PREVIOUSLY FILED HEREIN.**

Case No. CV-09-1810

**SHERIFF'S CERTIFICATE OF SALE**  
**[Idaho Club - Parcel 1]**

Honorable Barbara A. Buchanan

I, **DARYL WHEELER**, as Sheriff of Bonner County, Idaho, do hereby certify that in accordance with a Decree of Foreclosure entered July 20, 2016 by the above-entitled Court and recorded July 22, 2016, as Instrument No. 892187, Records of Bonner County, Idaho, ordering the foreclosure of certain mortgages owned by Valiant Idaho, LLC (“Valiant”) identified as:

i. A mortgage recorded on March 15, 2007 as Instrument Nos. 724829 and 724834, Records of Bonner County, Idaho (“RE Loans Mortgage”), securing the total amount of **\$4,317,100.24**, which amount includes prejudgment and post-judgment interest accrued through November 7, 2016;

ii. A mortgage recorded on August 6, 2008 as Instrument Nos. 756394, 756395 and 756396, Records of Bonner County, Idaho (“Pensco Mortgage”), securing the total amount of **\$10,273,859.23**, which amount includes prejudgment and post-judgment interest accrued through November 7, 2016; and

iii. A mortgage recorded on August 6, 2008 as Instrument Nos. 756397, 756398 and 756399, Records of Bonner County, Idaho (“MF08 Mortgage”), securing the total amount of **\$7,998,415.00**, which amount includes prejudgment and post-judgment interest accrued through November 7, 2016

(the RE Loans Mortgage, the Pensco Mortgage and the MF08 Mortgage shall be collectively referred to herein as the “Valiant Mortgages”); pursuant to the Judgment entered July 20, 2016 by the above-entitled Court and recorded July 22, 2016, as Instrument No. 892188, Records of Bonner County, Idaho; pursuant to a Judgment Re: Costs and Attorneys’ Fees duly entered August 22, 2016 by the above-entitled Court and recorded October 11, 2016, as Instrument No. 896268, Records of Bonner County, Idaho (collectively, “Judgment”); and pursuant to a Writ of Execution (“Writ”) issued October 5, 2016 by the Clerk of the Court of the First Judicial District, in and for the County of Bonner, State of Idaho, directed to me and setting forth the Judgments to be recovered in the amount of \$22,480,344.20 in lawful money of the United States and satisfied out of the real property of Pend Oreille Bonner Development, LLC (“POBD”), securing the Valiant Mortgages; I have levied on and, on the 7<sup>th</sup> day of November 2016, sold at public auction in one lot or parcel, or as directed by the above-referenced Court, to **Valiant Idaho, LLC**,



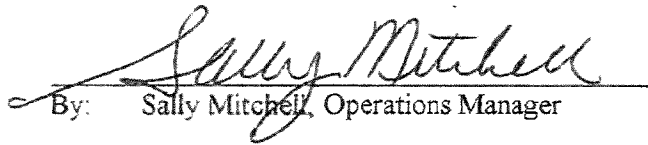
916 Greenlawn Street, Celebration, Florida 34747, without recourse, together with its successors and assigns, which was the highest bidder, with a credit bid of \$ 3,120,000.00, which was the whole price paid by Valiant for the claim and interest of POBD as aforesaid in and to the real estate particularly described as follows, to-wit:

Lot 2, Block 17 of REPLAT OF GOLDEN TEE ESTATES AND GOLDEN TEE ESTATES 1ST ADDITION AND UNPLATTED LAND, according to the plat thereof, recorded in Book 8 of Plats, page 77, records of Bonner County, Idaho.

Further, said real property is subject to redemption upon payment in lawful money of the United States within six (6) months after the sale of the real property consisting of a tract of land of twenty (20) acres or less, pursuant to statute.

GIVEN UNDER MY HAND this 7<sup>th</sup> day of November 2016.

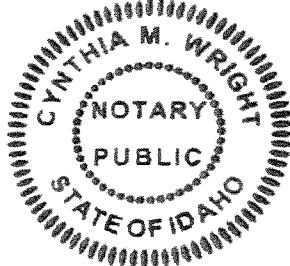
DARYL WHEELER  
SHERIFF OF BONNER COUNTY, IDAHO


  
By: Sally Mitchell, Operations Manager

STATE OF IDAHO            )  
  ) ss.  
COUNTY OF BONNER    )

On this 7<sup>th</sup> day of November 2016, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Sally Mitchell, known or identified to me to be the person whose name is subscribed to the within instrument as Operations Manager of the Bonner County Sheriff's Office, State of Idaho, and acknowledged to me that she executed the same as such employee of the Bonner County Sheriff's Office, State of Idaho.

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



  
Notary Public, State of Idaho  
Residing at: Bonner County, Idaho  
My Commission Expires: 12-22-2017

Richard L. Stacey, ISB #6800  
Jeff R. Sykes, ISB #5058  
Chad M. Nicholson, ISB #7506  
**McCONNELL WAGNER SYKES & STACEY** PLLC  
827 East Park Boulevard, Suite 201  
Boise, Idaho 83712  
Telephone: 208.489.0100  
Facsimile: 208.489.0110  
[stacey@mwsslawyers.com](mailto:stacey@mwsslawyers.com)  
[sykes@mwsslawyers.com](mailto:sykes@mwsslawyers.com)  
[nicholson@mwsslawyers.com](mailto:nicholson@mwsslawyers.com)

Attorneys For Valiant Idaho, LLC

**Instrument # 897574**  
BONNER COUNTY, SANDPOINT, IDAHO  
11-8-2016 12:43:52 PM No. of Pages: 4  
Recorded for : RICHARD L STACEY  
MICHAEL W ROSEDALE Fee: 19.00  
Ex-Officio Recorder Deputy *MB*  
Index to: CERTIFICATE OF SALE

**IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT  
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER**

**GENESIS GOLF BUILDERS, INC.**,  
formerly known as  
**NATIONAL GOLF BUILDERS, INC.**,  
a Nevada corporation,

Plaintiff,

vs.

**PEND OREILLE BONNER  
DEVELOPMENT, LLC**,  
a Nevada limited liability company; *et al.*,

Defendants.

**AND RELATED COUNTER, CROSS  
AND THIRD PARTY ACTIONS  
PREVIOUSLY FILED HEREIN.**

Case No. CV-09-1810

**SHERIFF'S CERTIFICATE OF SALE**  
[Idaho Club - Parcel 2]

Honorable Barbara A. Buchanan

**I, DARYL WHEELER**, as Sheriff of Bonner County, Idaho, do hereby certify that in accordance with a Decree of Foreclosure entered July 20, 2016 by the above-entitled Court and recorded July 22, 2016, as Instrument No. 892187, Records of Bonner County, Idaho, ordering the foreclosure of certain mortgages owned by Valiant Idaho, LLC (“Valiant”) identified as:

i. A mortgage recorded on March 15, 2007 as Instrument Nos. 724829 and 724834, Records of Bonner County, Idaho (“RE Loans Mortgage”), securing the total amount of **\$4,317,100.24**, which amount includes prejudgment and post-judgment interest accrued through November 7, 2016;

ii. A mortgage recorded on August 6, 2008 as Instrument Nos. 756394, 756395 and 756396, Records of Bonner County, Idaho (“Pensco Mortgage”), securing the total amount of **\$10,273,859.23**, which amount includes prejudgment and post-judgment interest accrued through November 7, 2016; and

iii. A mortgage recorded on August 6, 2008 as Instrument Nos. 756397, 756398 and 756399, Records of Bonner County, Idaho (“MF08 Mortgage”), securing the total amount of **\$7,998,415.00**, which amount includes prejudgment and post-judgment interest accrued through November 7, 2016

(the RE Loans Mortgage, the Pensco Mortgage and the MF08 Mortgage shall be collectively referred to herein as the “Valiant Mortgages”); pursuant to the Judgment entered July 20, 2016 by the above-entitled Court and recorded July 22, 2016, as Instrument No. 892188, Records of Bonner County, Idaho; pursuant to a Judgment Re: Costs and Attorneys’ Fees duly entered August 22, 2016 by the above-entitled Court and recorded October 11, 2016, as Instrument No. 896268, Records of Bonner County, Idaho (collectively, “Judgment”); and pursuant to a Writ of Execution (“Writ”) issued October 5, 2016 by the Clerk of the Court of the First Judicial District, in and for the County of Bonner, State of Idaho, directed to me and setting forth the Judgments to be recovered in the amount of \$22,480,344.20 in lawful money of the United States and satisfied out of the real property of Pend Oreille Bonner Development, LLC (“POBD”), securing the Valiant Mortgages; I have levied on and, on the 7<sup>th</sup> day of November 2016, sold at public auction in one lot or parcel, or as directed by the above-referenced Court, to **Valiant Idaho, LLC**,

**916 Greenlawn Street, Celebration, Florida 34747**, without recourse, together with its successors and assigns, which was the highest bidder, with a credit bid of \$ 2,500,000.00, which was the whole price paid by Valiant for the claim and interest of POBD as aforesaid in and to the real estate particularly described as follows, to-wit:

Tract 1

Lot 10, Block 2 of GOLDEN TEE ESTATES 2nd ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 79, records of Bonner County, Idaho.

Tract 2

Lot 1, Block 1 of GOLDEN TEE ESTATES 3rd ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 78, records of Bonner County, Idaho.

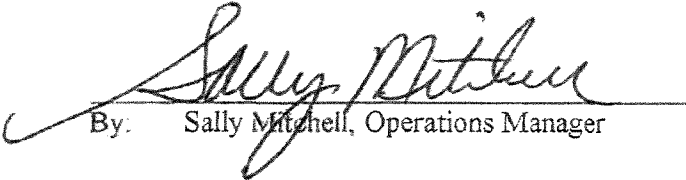
Tract 3

Lot 7, Block 5 of GOLDEN TEE ESTATES 4TH ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 80, records of Bonner County, Idaho.

Further, said real property is subject to redemption upon payment in lawful money of the United States within six (6) months after the sale of the real property consisting of a tract of land of twenty (20) acres or less, pursuant to statute.

**GIVEN UNDER MY HAND** this 7<sup>th</sup> day of November 2016.

**DARYL WHEELER**  
**SHERIFF OF BONNER COUNTY, IDAHO**

  
By: Sally Mitchell, Operations Manager

STATE OF IDAHO )  
 ) ss.  
COUNTY OF BONNER )

On this 7<sup>th</sup> day of November 2016, before me, the undersigned, a Notary Public in and for said County and State, personally appeared **Sally Mitchell**, known or identified to me to be the person whose name is subscribed to the within instrument as Operations Manager of the Bonner County Sheriff's Office, State of Idaho, and acknowledged to me that she executed the same as such employee of the Bonner County Sheriff's Office, State of Idaho.

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

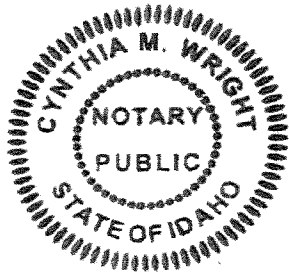
*Cynthia M. Wright*

Notary Public, State of Idaho

Residing at: Bonner County, Idaho

My Commission Expires:

12-22-2017



**JAMES, VERNON & WEEKS, P.A.**  
ATTORNEYS AT LAW

MELANIE E. BAILLIE  
MONICA FLOOD BRENNAN\*  
LEANDER L. JAMES\*  
DANIEL M. KEYES\*<sup>o</sup>  
WES S. LARSEN\*<sup>o</sup>

ALL ATTORNEYS LICENSED IN IDAHO  
\*ATTORNEYS LICENSED IN WASHINGTON STATE  
•ATTORNEY LICENSED IN UTAH  
°ATTORNEY LICENSED IN MONTANA  
•ATTORNEY LICENSED IN ALASKA  
†REGISTERED PATENT ATTORNEY

STEPHEN J. NEMEC\*†  
CRAIG K. VERNON\*  
SUSAN P. WEEKS

December 19, 2016

Via Electronic Mail

Rick L. Stacey  
McConnell Wagner Sykes + Stace, PLLC  
827 E. Park Blvd., Suite 201  
Boise, ID 83712

RE: Your File No. 10482.2  
The Idaho Club – Parcels 1 and 2

Dear Rick:

Thank you for your letter of December 9, 2016. I have now had an opportunity to review this matter with my client and to review the decree of foreclosure. Regarding the request for inspection, I do not find any reference in the decree to inspections. Could you please be so kind as to indicate where you are arriving at that requirement within the decree.

Regarding the payment of rent, the decree does not indicate it is based upon the credit bid. It indicates it is based upon the "value of the parcel and improvement". To me, this would be the fair market value of the parcels. Do you have any appraisal of these parcels indicating value?

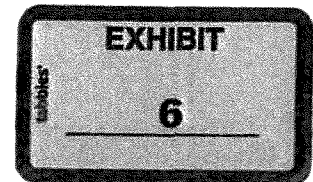
Thank you for your attention to this matter.

Very truly yours,

*Susan P. Weeks*  
Susan P. Weeks

SPW:ce

Cc: Client



RICK L. STACEY  
STACEY@MWSSLAWYERS.COM

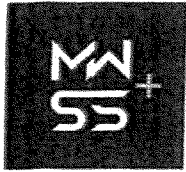
December 22, 2016

VIA ELECTRONIC & U.S. MAIL

Susan P. Weeks, Esq.  
James, Vernon & Weeks, PA  
1626 Lincoln Way  
Coeur d'Alene, Idaho 83814

Re: The Idaho Club – Parcels 1 and 2  
Our File No. 10482.2

Dear Susan:



As you are aware, on November 7, 2016, Valiant Idaho, LLC (“Valiant”) purchased certain properties identified in my prior letter dated December 9, 2016, as “Parcel 1” and “Parcel 2” (collectively, “Parcels”). The Parcels were previously owned by VP, Incorporated (“VP”). Under cover of the December 9, 2016 letter, I provided you copies of the Certificate of Sale for each Parcel. Pursuant to Section C(2)(y) of the Decree of Foreclosure, Valiant hereby demands that VP immediately deliver possession of the Parcels on or before 5:00 p.m. MST on Friday, December 23, 2016. Should VP fail to deliver possession of the Parcels on said date, VP shall continue to incur a rental fee in the amount of \$866.09 per day until eviction proceedings can be completed.

Valiant understands that VP has continued to try to collect hook-up and tap fees from Idaho Club property owners since Valiant took ownership on November 7, 2016. VP has no further right or authorization to connect any person or entity to the sanitary sewer and/or water systems, and VP is prohibited from making any representations to the contrary or collecting fees associated with the same. Any attempt by VP to do so will constitute a tortious interference with Valiant’s prospective business interests, which will result in a swift and vigorous legal action by Valiant.



Susan P. Weeks, Esq.  
December 22, 2016  
Page 2

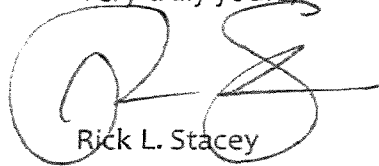
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As the new owner of the sanitary sewer and water systems constructed upon the Parcels, Valiant hereby demands that VP immediately: (1) pay to Valiant any and all hook-up or tap fees VP has received since Valiant took ownership; and (2) cease and desist from taking any action, legal or otherwise, to obtain payment of hook-up/tap fees from any property owner.

To ensure that VP does not take any further unauthorized actions respecting the sewer or water systems, Valiant is notifying all property owners within the Idaho Club development of the change in ownership and advising that VP is no longer authorized to take any actions relating to the sewer and water systems.

Please contact me with questions.

Very truly yours,



Rick L. Stacey

RLS/pal

c: William Haberman, Esq.  
Brian Kramer, Esq.

I:\10482.002\CORR\Weeks 161222.doc



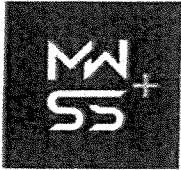
RICK L. STACEY  
STACEY@MWSSLAWYERS.COM

## NOTICE OF EVICTION

December 30, 2016

VIA ELECTRONIC & U.S. MAIL

Susan P. Weeks, Esq.  
James, Vernon & Weeks, PA  
1626 Lincoln Way  
Coeur d'Alene, Idaho 83814

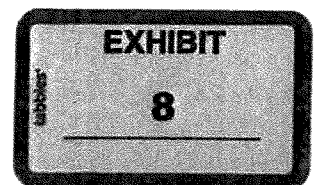


Re: The Idaho Club – Parcels 1 and 2  
Our File No. 10482.2

Dear Susan:

I write this letter on behalf of my client Valiant Idaho, LLC (“Valiant”). As you are aware, Valiant obtained a Judgment and Decree of Foreclosure (“Decree”) dated July 20, 2016, in Bonner County Case No. CV-09-1810 (“Foreclosure Litigation”). Pursuant to said Judgment and Decree, Valiant purchased certain real property owned by VP, Incorporated (“VP”) at a sheriff’s sale on November 7, 2016. The legal descriptions of these properties are identified in the certificates of sale attached hereto (hereafter individually referred to as “Parcel 1” and “Parcel 2,” and collectively as the “Parcels”). Valiant purchased these Parcels by credit bidding certain of its Judgment amounts.

Among other things, the Judgment and Decree: (1) adjudicate that Valiant’s mortgages are prior in right, title and interest to any interest possessed by VP; (2) order the sale of the Parcels to satisfy Valiant’s Judgment; and (3) order VP to vacate the premises and deliver possession of these Parcels to the purchaser upon production of the certificates of sale.



By way of my letters dated December 9, 2016 and December 22, 2016, Valiant provided copies of the certificates of sale for Parcel 1 and Parcel 2 and demanded that VP vacate said premises and deliver of possession on or before the close of business on Friday, December 23, 2016. As of today's date, VP has neither vacated the Parcels nor delivered possession of the Parcels as demanded. VP's conduct is a direct violation of the Court's order in the Foreclosure Action.

This letter constitutes Valiant's formal, written **Notice of Eviction** to VP, as tenant in sufferance, and all persons or entities occupying the premises thereunder, effective as of Friday, February 3, 2017. VP and its occupants are required to vacate the Parcels on or before 12:00 p.m. PST on said date.

If VP refuses to vacate the premises and deliver possession of the Parcels to Valiant as demanded hereunder, Valiant will file a motion with Judge Buchanan seeking a writ of ejectment and an award of all attorneys' fees costs incurred to eject VP from the Parcels.

The Decree further orders that VP is responsible to pay rental fees, due daily, to the purchaser based upon the value of the Parcels and improvements. Valiant purchased these properties for \$5,620,000.00 and has conservatively assessed rent at 5.165% or \$866.09 per day. VP has yet to pay any of the daily rental fees accrued thru today's date. Valiant is currently owed \$45,902.77 in unpaid rent. As the owner of the Parcels, Valiant is entitled to adjust rental rates. If VP refuses to vacate the premises on or before February 3, 2017, daily rental fees shall be increased thereafter to a rate of \$10,000 per day.

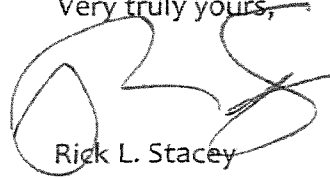
Valiant is also entitled to recover any value that VP obtains from its wrongful possession and use of the Parcels and improvements until VP vacates the premises. As such, Valiant is entitled to recover any hook-up/tap fees and all amounts VP has received for sanitary sewer and water services since November 7, 2016.

Susan P. Weeks, Esq.  
December 30, 2016  
Page 3

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Formal demand is hereby made for payment on or before February 3, 2017 of unpaid rent and any amounts VP has been paid from its wrongful possession and use of the Parcels and improvements since Valiant took ownership. Valiant will seek to recover three times the amount of its actual damages if it is required to initiate judicial proceedings to recover these unpaid amounts.

Very truly yours,

A handwritten signature in black ink, appearing to read "R. Stacey", written over the typed name "Rick L. Stacey". The signature is stylized and somewhat cursive.

Rick L. Stacey

RLS/pal  
Enclosures

c: William Haberman, Esq.  
Brian Kramer, Esq.

l:\10482.009\CORR\Weeks 161230.doc

Richard L. Stacey, ISB #6800  
Jeff R. Sykes, ISB #5058  
Chad M. Nicholson, ISB #7506  
**McCONNELL WAGNER SYKES & STACEY** PLLC  
827 East Park Boulevard, Suite 201  
Boise, Idaho 83712  
Telephone: 208.489.0100  
Facsimile: 208.489.0110  
[stacey@mwsslawyers.com](mailto:stacey@mwsslawyers.com)  
[sykes@mwsslawyers.com](mailto:sykes@mwsslawyers.com)  
[nicholson@mwsslawyers.com](mailto:nicholson@mwsslawyers.com)

Attorneys For Valiant Idaho, LLC

**Instrument # 897573**  
BONNER COUNTY, SANDPOINT, IDAHO  
11-8-2016 12:40:38 PM No. of Pages: 3  
Recorded for : RICHARD L STACEY  
MICHAEL W ROSEDALE Fee: 16.00  
Ex-Officio Recorder Deputy *CB*  
Index to: CERTIFICATE OF SALE

**IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT  
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER**

**GENESIS GOLF BUILDERS, INC.,**  
formerly known as  
**NATIONAL GOLF BUILDERS, INC.,**  
a Nevada corporation,

Plaintiff,

vs.

**PEND OREILLE BONNER  
DEVELOPMENT, LLC,**  
a Nevada limited liability company; *et al.*,

Defendants.

**AND RELATED COUNTER, CROSS  
AND THIRD PARTY ACTIONS  
PREVIOUSLY FILED HEREIN.**

Case No. CV-09-1810

**SHERIFF'S CERTIFICATE OF SALE  
[Idaho Club - Parcel 1]**

**Honorable Barbara A. Buchanan**

I, **DARYL WHEELER**, as Sheriff of Bonner County, Idaho, do hereby certify that in accordance with a Decree of Foreclosure entered July 20, 2016 by the above-entitled Court and recorded July 22, 2016, as Instrument No. 892187, Records of Bonner County, Idaho, ordering the foreclosure of certain mortgages owned by Valiant Idaho, LLC (“Valiant”) identified as:

i. A mortgage recorded on March 15, 2007 as Instrument Nos. 724829 and 724834, Records of Bonner County, Idaho (“RE Loans Mortgage”), securing the total amount of **\$4,317,100.24**, which amount includes prejudgment and post-judgment interest accrued through November 7, 2016;

ii. A mortgage recorded on August 6, 2008 as Instrument Nos. 756394, 756395 and 756396, Records of Bonner County, Idaho (“Pensco Mortgage”), securing the total amount of **\$10,273,859.23**, which amount includes prejudgment and post-judgment interest accrued through November 7, 2016; and

iii. A mortgage recorded on August 6, 2008 as Instrument Nos. 756397, 756398 and 756399, Records of Bonner County, Idaho (“MF08 Mortgage”), securing the total amount of **\$7,998,415.00**, which amount includes prejudgment and post-judgment interest accrued through November 7, 2016

(the RE Loans Mortgage, the Pensco Mortgage and the MF08 Mortgage shall be collectively referred to herein as the “Valiant Mortgages”); pursuant to the Judgment entered July 20, 2016 by the above-entitled Court and recorded July 22, 2016, as Instrument No. 892188, Records of Bonner County, Idaho; pursuant to a Judgment Re: Costs and Attorneys’ Fees duly entered August 22, 2016 by the above-entitled Court and recorded October 11, 2016, as Instrument No. 896268, Records of Bonner County, Idaho (collectively, “Judgment”); and pursuant to a Writ of Execution (“Writ”) issued October 5, 2016 by the Clerk of the Court of the First Judicial District, in and for the County of Bonner, State of Idaho, directed to me and setting forth the Judgments to be recovered in the amount of \$22,480,344.20 in lawful money of the United States and satisfied out of the real property of Pend Oreille Bonner Development, LLC (“POBD”), securing the Valiant Mortgages; I have levied on and, on the 7<sup>th</sup> day of November 2016, sold at public auction in one lot or parcel, or as directed by the above-referenced Court, to **Valiant Idaho, LLC**,

916 Greenlawn Street, Celebration, Florida 34747, without recourse, together with its successors and assigns, which was the highest bidder, with a credit bid of \$ 3,120,000.00, which was the whole price paid by Valiant for the claim and interest of POBD as aforesaid in and to the real estate particularly described as follows, to-wit:

Lot 2, Block 17 of REPLAT OF GOLDEN TEE ESTATES AND GOLDEN TEE ESTATES 1ST ADDITION AND UNPLATTED LAND, according to the plat thereof, recorded in Book 8 of Plats, page 77, records of Bonner County, Idaho.

Further, said real property is subject to redemption upon payment in lawful money of the United States within six (6) months after the sale of the real property consisting of a tract of land of twenty (20) acres or less, pursuant to statute.

GIVEN UNDER MY HAND this 7<sup>th</sup> day of November 2016.

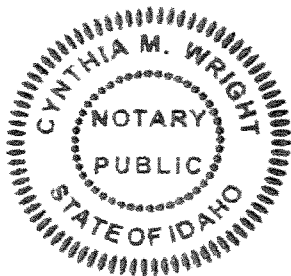
DARYL WHEELER  
SHERIFF OF BONNER COUNTY, IDAHO


  
By: Sally Mitchell, Operations Manager

STATE OF IDAHO            )  
  ) ss.  
COUNTY OF BONNER    )

On this 7<sup>th</sup> day of November 2016, before me, the undersigned, a Notary Public in and for said County and State, personally appeared **Sally Mitchell**, known or identified to me to be the person whose name is subscribed to the within instrument as Operations Manager of the Bonner County Sheriff's Office, State of Idaho, and acknowledged to me that she executed the same as such employee of the Bonner County Sheriff's Office, State of Idaho.

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



  
Notary Public, State of Idaho  
Residing at: Bonner County, Idaho  
My Commission Expires: 12-22-2017

Richard L. Stacey, ISB #6800  
Jeff R. Sykes, ISB #5058  
Chad M. Nicholson, ISB #7506  
**McCONNELL WAGNER SYKES & STACEY** <sup>PLLC</sup>  
827 East Park Boulevard, Suite 201  
Boise, Idaho 83712  
Telephone: 208.489.0100  
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[stacey@mwsslawyers.com](mailto:stacey@mwsslawyers.com)  
[sykes@mwsslawyers.com](mailto:sykes@mwsslawyers.com)  
[nicholson@mwsslawyers.com](mailto:nicholson@mwsslawyers.com)

Attorneys For Valiant Idaho, LLC

**Instrument # 897574**  
BONNER COUNTY, SANDPOINT, IDAHO  
11-8-2016 12:43:52 PM No. of Pages: 4  
Recorded for : RICHARD L STACEY  
MICHAEL W ROSEDALE Fee: 19.00  
Ex-Officio Recorder Deputy *LB*  
Index to: CERTIFICATE OF SALE

**IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT  
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER**

**GENESIS GOLF BUILDERS, INC.,**  
formerly known as  
**NATIONAL GOLF BUILDERS, INC.,**  
a Nevada corporation,

Plaintiff,

vs.

**PEND OREILLE BONNER  
DEVELOPMENT, LLC,**  
a Nevada limited liability company; *et al.*,

Defendants.

**AND RELATED COUNTER, CROSS  
AND THIRD PARTY ACTIONS  
PREVIOUSLY FILED HEREIN.**

Case No. CV-09-1810

**SHERIFF'S CERTIFICATE OF SALE  
[Idaho Club - Parcel 2]**

Honorable Barbara A. Buchanan

I, **DARYL WHEELER**, as Sheriff of Bonner County, Idaho, do hereby certify that in accordance with a Decree of Foreclosure entered July 20, 2016 by the above-entitled Court and recorded July 22, 2016, as Instrument No. 892187, Records of Bonner County, Idaho, ordering the foreclosure of certain mortgages owned by Valiant Idaho, LLC (“Valiant”) identified as.

i. A mortgage recorded on March 15, 2007 as Instrument Nos. 724829 and 724834, Records of Bonner County, Idaho (“RE Loans Mortgage”), securing the total amount of **\$4,317,100.24**, which amount includes prejudgment and post-judgment interest accrued through November 7, 2016;

ii. A mortgage recorded on August 6, 2008 as Instrument Nos. 756394, 756395 and 756396, Records of Bonner County, Idaho (“Pensco Mortgage”), securing the total amount of **\$10,273,859.23**, which amount includes prejudgment and post-judgment interest accrued through November 7, 2016; and

iii. A mortgage recorded on August 6, 2008 as Instrument Nos. 756397, 756398 and 756399, Records of Bonner County, Idaho (“MF08 Mortgage”), securing the total amount of **\$7,998,415.00**, which amount includes prejudgment and post-judgment interest accrued through November 7, 2016

(the RE Loans Mortgage, the Pensco Mortgage and the MF08 Mortgage shall be collectively referred to herein as the “Valiant Mortgages”); pursuant to the Judgment entered July 20, 2016 by the above-entitled Court and recorded July 22, 2016, as Instrument No. 892188, Records of Bonner County, Idaho; pursuant to a Judgment Re: Costs and Attorneys’ Fees duly entered August 22, 2016 by the above-entitled Court and recorded October 11, 2016, as Instrument No. 896268, Records of Bonner County, Idaho (collectively, “Judgment”); and pursuant to a Writ of Execution (“Writ”) issued October 5, 2016 by the Clerk of the Court of the First Judicial District, in and for the County of Bonner, State of Idaho, directed to me and setting forth the Judgments to be recovered in the amount of \$22,480,344.20 in lawful money of the United States and satisfied out of the real property of Pend Oreille Bonner Development, LLC (“POBD”), securing the Valiant Mortgages; I have levied on and, on the 7<sup>th</sup> day of November 2016, sold at public auction in one lot or parcel, or as directed by the above-referenced Court, to **Valiant Idaho, LLC**,



916 Greenlawn Street, Celebration, Florida 34747, without recourse, together with its successors and assigns, which was the highest bidder, with a credit bid of \$ 2,500,000.00, which was the whole price paid by Valiant for the claim and interest of POBD as aforesaid in and to the real estate particularly described as follows, to-wit:

Tract 1

Lot 10, Block 2 of GOLDEN TEE ESTATES 2nd ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 79, records of Bonner County, Idaho.

Tract 2

Lot 1, Block 1 of GOLDEN TEE ESTATES 3rd ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 78, records of Bonner County, Idaho.

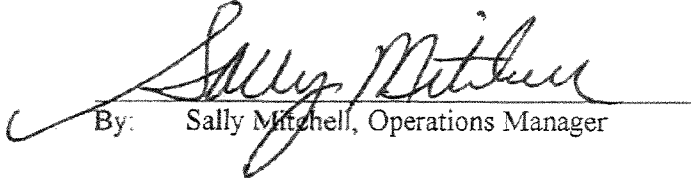
Tract 3

Lot 7, Block 5 of GOLDEN TEE ESTATES 4TH ADDITION, according to the plat thereof, recorded in Book 8 of Plats, page 80, records of Bonner County, Idaho.

Further, said real property is subject to redemption upon payment in lawful money of the United States within six (6) months after the sale of the real property consisting of a tract of land of twenty (20) acres or less, pursuant to statute.

**GIVEN UNDER MY HAND** this 7<sup>th</sup> day of November 2016.

**DARYL WHEELER**  
**SHERIFF OF BONNER COUNTY, IDAHO**

  
By: Sally Mitchell, Operations Manager

STATE OF IDAHO )  
 ) ss.  
COUNTY OF BONNER )

On this 7<sup>th</sup> day of November 2016, before me, the undersigned, a Notary Public in and for said County and State, personally appeared **Sally Mitchell**, known or identified to me to be the person whose name is subscribed to the within instrument as Operations Manager of the Bonner County Sheriff's Office, State of Idaho, and acknowledged to me that she executed the same as such employee of the Bonner County Sheriff's Office, State of Idaho.

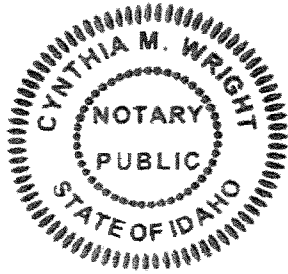
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

*Cynthia M. Wright*

Notary Public, State of Idaho

Residing at: Bonner County, Idaho

My Commission Expires: 12-22-2017



R. WAYNE SWENEY, ISB #1614  
LUKINS & ANNIS, P.S.  
601 East Front Ave., Ste. 303  
Coeur d'Alene, ID 83814-5155  
Telephone: (208) 666-4101  
Fax: 208-666-4111  
[rws@lukins.com](mailto:rws@lukins.com)

CLERK OF DISTRICT COURT  
2017 JAN 11 AM 10:03  
DISTRICT COURT

*Attorneys for Defendant MOUNTAIN WEST BANK,  
a Division of Glacier Bank*

**IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE  
STATE OF IDAHO, IN AND FOR THE COUNTY OF BONNER**

VP, INCORPORATED,

Plaintiff-  
Counterdefendant,

v.

MOUNTAIN WEST BANK, a Division of  
Glacier Bank,

Defendant-  
Counterclaimant.

MOUNTAIN WEST BANK, a Division of  
Glacier Bank,

Third-Party Plaintiff,

v.

VALIANT IDAHO, LLC, an Idaho limited liability  
company,

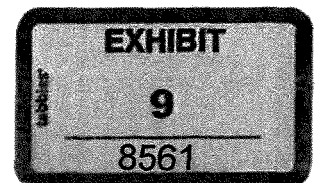
Third-Party Defendant.

Case No. CV-2016-01726

**DEFENDANT BANK'S  
ANSWER/COUNTERCLAIM/  
THIRD-PARTY COMPLAINT**

Cat. K.3

Fee: \$14.00



GLACIER BANK, herein designated as "MOUNTAIN WEST BANK, a Division of Glacier Bank," (hereafter "Bank") answers the Complaint as follows:

1. Bank generally denies every allegation of the Complaint not expressly admitted herein.
2. Bank admits the allegations of paragraphs I.1 - I.3 of the Complaint.
3. Bank incorporates its admissions to the allegations of paragraphs I.1 - I.3 of the Complaint in answer to the allegations of paragraph II.4 of the Complaint.
4. Bank admits the allegations paragraphs of II.5, II.7, and II.8 of the Complaint.
5. Paragraph II.6 of the Complaint alleges the contents of a written document which speaks for itself and Bank denies any other factual allegations of said paragraph.
6. Bank admits that it was notified of Plaintiff's claim of breach as alleged in paragraph II.9 of the Complaint and denies the remaining allegations thereof.
7. Bank incorporates its admissions and denials to the allegations of paragraphs I.1 - II.9 of the Complaint in answer to the allegations of paragraph III.10 of the Complaint.
8. Bank states that the allegations contained in paragraph III.11 of the Complaint assert legal conclusions to which no response is required. To the extent said paragraphs state facts, those facts are denied.
9. Bank denies the allegations of paragraphs III.12 and III.13 of the Complaint and affirmatively asserts that its duties under Exhibit A to the Complaint are discharged by Plaintiff's breach thereof.
10. Bank incorporates its admissions and denials to the allegations of

paragraphs I.1 – III.13 of the Complaint in answer to the allegations of paragraph IV.14 of the Complaint.

11. Bank denies the allegations of paragraph IV.15 of the Complaint.

#### **AFFIRMATIVE DEFENSES**

12. Plaintiff's claims are barred, in whole or in part, because Plaintiff abandoned the alleged contract at issue and it is impossible for Plaintiff to perform the Contract. Bank is discharged of its performance because Plaintiff's property that is essential to its performance under the contract has been sold to a third-party, Valiant Idaho, LLC, which is evicting Plaintiff from the property and demanding payments under Plaintiff's contracts, including Exhibit A to the Complaint..

13. Plaintiff's claims are barred, in whole or in part, because Plaintiff has committed an anticipatory breach/repudiation of the alleged contract at issue. As a consequence of Plaintiff's repudiation, there is no valid contract in effect and therefore Bank has no duty to pay under Exhibit A to the Complaint.

14. Plaintiff's claims by failure of consideration rendering the contract at issue unenforceable.

15. Plaintiff's claims are barred, in whole or in part, because Plaintiff has failed to mitigate its damages, if any.

#### **COUNTERCLAIM**

Bank asserts the following claim for affirmative relief against Plaintiff/Counter-defendant:

1. Bank/Counterclaimant is a Montana corporation qualified to do business in the State of Idaho under the name "Mountain West Bank, Division of Glacier Bank.

2. Plaintiff/Counterdefendant is a corporation organized under the laws of the State of Idaho.

3. Plaintiff has filed this action alleging that Bank owes money to it under the executory contract attached to the Complaint as Exhibit A. Bank has been informed that Plaintiff cannot perform under Exhibit A to the Complaint after the filing of the Complaint.

4. Subsequent to the filing of this action in December, 2016, Bank requested the Plaintiff provide adequate assurance of its ability to perform under the contract. Bank did not receive adequate assurances from Plaintiff resulting in Plaintiff's repudiation of Exhibit A to the Complaint.

5. Third-Party Defendant VALIANT IDAHO, LLC claims that Plaintiff cannot perform Exhibit A to the Complaint because Plaintiff lost the property required for performance through foreclosure. Copies of Eviction Notices sent to Plaintiff's counsel and provided to Bank are attached as **Exhibits G1 and G2**, which also claim entitlement to payments for utility services under Plaintiff's contracts.

6. Bank also has outstanding service contracts with Plaintiff for utility services to real properties in Bonner County, Idaho, for which Bank holds title by trustee's deeds. Copies of these contracts are incorporated as **Exhibits G3-G11**. Plaintiff's loss of property required for its performance under Exhibits G3-G11 and inability to perform also constitute breaches of those contracts.

7. Bank paid the connection charge and monthly service charges to Plaintiff for Exhibits G3-G11 through November 2016.

8. Bank is prepared to honor its obligations to Plaintiff under the Exhibit A to

the Complaint and Exhibits G3-G11 if the Court finds that said Exhibit A and Exhibits G3-G11 are enforceable, that Plaintiff can perform the contracts, and that the Third-Party Defendants has no claim against Bank under Exhibit A to the Complaint.

9. Bank is at substantial risk of inconsistent obligations because of the competing claims of Plaintiff and Third-Party Defendant Valiant Idaho, LLC to utility connection and service charges to certain real properties described in Exhibit A to the Complaint and Exhibits G3 – G11.

10. The Bank is willing to deposit with the Court amounts found to be due under Exhibit A to the Complaint and Exhibits G3-G11 for determination by the Court of the rightful party's claim to the funds or to be refunded to Bank if neither Plaintiff nor Third-Party Defendant is found to be so entitled.

11. If Plaintiff cannot perform Exhibit A to the Complaint and Exhibits G3-G11 then to avoid unjust enrichment to Plaintiff, any amounts paid by Bank under those exhibits should be refunded to Bank with interest from date of payment and any obligations of Bank to Plaintiff under said Exhibits discharged. Plaintiff has timely paid the amount of \$45,000.00 to Plaintiff under said Exhibit A to the Complaint and should recover this amount with interest at the legal rate from date of payment. If Plaintiff cannot perform its duties under Exhibits G-3-G11 then Bank should be entitled to restitution for funds paid under those exhibits to prevent Plaintiff's unjust enrichment. Plaintiff has provided no services to Bank under any of the cited Exhibits.

12. In the event the Court determines that Plaintiff cannot perform Exhibit A to the Complaint and Exhibits G3-G11 then Bank is entitled to a decree cancelling these contracts.

13. Bank is entitled to an award of its attorney's fees and costs under the attached Exhibits and Exhibit A to the Complaint.

### **THIRD-PARTY COMPLAINT**

Bank asserts the following claim against Third-Party Defendant VALIANT IDAHO, LLC:

1. Bank/Third-Party Plaintiff is a Montana corporation qualified to do business in the State of Idaho under the name "Mountain West Bank, Division of Glacier Bank.

2. Third-Party Defendant VALIANT IDAHO, LLC ("Valiant") is a limited liability company organized under the laws of the State of Idaho.

3. Plaintiff filed this action alleging that Bank owes money to it under the executory contract attached to the Complaint as Exhibit A.

4. Valiant has served eviction notices on Plaintiff's counsel copies of which are attached as Exhibits G1 and G2 containing claims that it is entitled to fees and charges under Plaintiff's connection and service contracts.

5. Valiant's claim and Plaintiff's claims that may expose Bank to double or multiple liability if Plaintiff's contracts with Bank are enforceable, even though Bank denies liability in whole or in part to Valiant and Plaintiff for payment of fees and charges under the contracts.

6. Bank is entitled to a decree from the Court determining Valiant's claim to payments under Exhibit A to the Complaint and Exhibits G3 – G11.

7. The Bank is willing to deposit with the Court amounts found to be due under Exhibit A to the Complaint and Exhibits G3-G11 for determination by the Court of



the rightful party's claim to the funds or to be refunded to Bank if neither Plaintiff nor Third-Party Defendant is found to be so entitled.

8. If Valiant cannot provide utility services to Bank for the lots described in Exhibits G3-G11 and Exhibit A to the Complaint, then Plaintiff should be discharged of any potential liability to Valiant regarding its claims to such fees and charges asserted in Exhibits G1 and G2.

WHEREFORE, Glacier Bank dba Mountain West Bank, Division of Glacier Bank demands judgment against Plaintiff and Third-Party Defendant that:

- A. The Complaint be dismissed with prejudice;
- B. For a determination of rights, if any, of the Plaintiff and Valiant Idaho, LLC to payments for services under Exhibits A to the Complaint and Exhibits G3-G11;
- C. That if Exhibit A to the Complaint and Exhibits G3-G11 are unenforceable by Plaintiff as a result its breach or its inability to perform its duties thereunder then Bank should be discharged of any obligations it has under those Exhibits;
- D. That if Exhibit A to the Complaint and Exhibits G3-G11 have been breached and are unenforceable by Plaintiff then Bank should recover all sums paid to Plaintiff under Exhibit A and Exhibits G3-G11 together with legal interest from date of payment because it would be unjust and inequitable for Plaintiff to retain such payments and not provide any performance thereunder;
- E. If Plaintiff cannot perform Exhibit A to the Complaint and Exhibits G3-G11 then Bank is entitled to a decree cancelling these contracts;
- F. Bank should be awarded its attorney's fees and costs as prevailing party against Plaintiff in an amount to be determined by the Court;

G. The Court should order a deposit with the Court of sums payable under the Exhibit A to the Complaint and Exhibits G3-G11 until it enters judgment determining whether Plaintiff, Valiant, or Bank is entitled to the funds or a share thereof, discharging Bank of liability to either Plaintiff or Valiant to the extent of funds deposited and termination of interest accrual on such funds or of any liability to Plaintiff or Valiant; and,

H. The Bank should have such other and further relief that is necessary and just.

DATED January 10, 2017.

LUKINS & ANNIS, P.S.

  
By: \_\_\_\_\_  
R. Wayne Sweney, Attorneys for Defendant Glacier Bank,  
designated as Mountain West Bank, a Division of Glacier Bank

**CERTIFICATE OF SERVICE**

I hereby certify that on January 10, 2017, I caused to be served a true and correct copy of the foregoing document by the method indicated below, and addressed to the following:

|   |  |
|---|--|
| Susan Weeks<br>Daniel Keys<br>James, Vernon & Weeks, P.A.<br>1626 Lincoln Way<br>Coeur d'Alene, Idaho 83814<br><i>Attorneys for Plaintiff</i> | <input type="checkbox"/> VIA FIRST CLASS MAIL<br><input checked="" type="checkbox"/> VIA HAND DELIVERY<br><input type="checkbox"/> VIA FACSIMILE 208- 664-1684<br><input type="checkbox"/> VIA EMAIL |
|---|--|

  
R. WAYNE SWENEY

**McCONNELL WAGNER SYKES + STACEY** <sup>PLLC</sup>  
ATTORNEYS AT LAW

**RICK L. STACEY**  
STACEY@MWSSLAWYERS.COM

December 22, 2016

VIA ELECTRONIC & U.S. MAIL

Susan P. Weeks, Esq.  
James, Vernon & Weeks, PA  
1626 Lincoln Way  
Coeur d'Alene, Idaho 83814

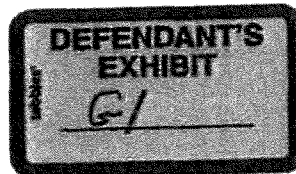
Re: The Idaho Club – Parcels 1 and 2  
Our File No. 10482.2

Dear Susan:



As you are aware, on November 7, 2016, Valiant Idaho, LLC (“Valiant”) purchased certain properties identified in my prior letter dated December 9, 2016, as “Parcel 1” and “Parcel 2” (collectively, “Parcels”). The Parcels were previously owned by VP, Incorporated (“VP”). Under cover of the December 9, 2016 letter, I provided you copies of the Certificate of Sale for each Parcel. Pursuant to Section C(2)(y) of the Decree of Foreclosure, Valiant hereby demands that VP immediately deliver possession of the Parcels on or before 5:00 p.m. MST on Friday, December 23, 2016. Should VP fail to deliver possession of the Parcels on said date, VP shall continue to incur a rental fee in the amount of \$866.09 per day until eviction proceedings can be completed.

Valiant understands that VP has continued to try to collect hook-up and tap fees from Idaho Club property owners since Valiant took ownership on November 7, 2016. VP has no further right or authorization to connect any person or entity to the sanitary sewer and/or water systems, and VP is prohibited from making any representations to the contrary or collecting fees associated with the same. Any attempt by VP to do so will constitute a tortious interference with Valiant’s prospective business interests, which will result in a swift and vigorous legal action by Valiant.



Susan P. Weeks, Esq.  
December 22, 2016  
Page 2

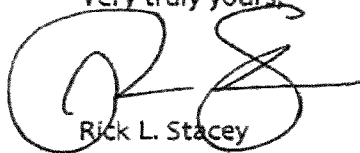
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As the new owner of the sanitary sewer and water systems constructed upon the Parcels, Valiant hereby demands that VP immediately: (1) pay to Valiant any and all hook-up or tap fees VP has received since Valiant took ownership; and (2) cease and desist from taking any action, legal or otherwise, to obtain payment of hook-up/tap fees from any property owner.

To ensure that VP does not take any further unauthorized actions respecting the sewer or water systems, Valiant is notifying all property owners within the Idaho Club development of the change in ownership and advising that VP is no longer authorized to take any actions relating to the sewer and water systems.

Please contact me with questions.

Very truly yours,



Rick L. Stacey

RLS/pal

c: William Haberman, Esq.  
Brian Kramer, Esq.

\\10481.002\CORR\Weeks 161222.doc

RICK L. STACEY  
STACEY@MWSSLAWYERS.COM

## NOTICE OF EVICTION

December 30, 2016

**VIA ELECTRONIC & U.S. MAIL**

Susan P. Weeks, Esq.  
James, Vernon & Weeks, PA  
1626 Lincoln Way  
Coeur d'Alene, Idaho 83814

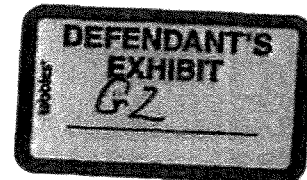


Re: The Idaho Club – Parcels 1 and 2  
Our File No. 10482.2

Dear Susan:

I write this letter on behalf of my client Valiant Idaho, LLC (“Valiant”). As you are aware, Valiant obtained a Judgment and Decree of Foreclosure (“Decree”) dated July 20, 2016, in Bonner County Case No. CV-09-1810 (“Foreclosure Litigation”). Pursuant to said Judgment and Decree, Valiant purchased certain real property owned by VP, Incorporated (“VP”) at a sheriff’s sale on November 7, 2016. The legal descriptions of these properties are identified in the certificates of sale attached hereto (hereafter individually referred to as “Parcel 1” and “Parcel 2,” and collectively as the “Parcels”). Valiant purchased these Parcels by credit bidding certain of its Judgment amounts.

Among other things, the Judgment and Decree: (1) adjudicate that Valiant’s mortgages are prior in right, title and interest to any interest possessed by VP; (2) order the sale of the Parcels to satisfy Valiant’s Judgment; and (3) order VP to vacate the premises and deliver possession of these Parcels to the purchaser upon production of the certificates of sale.



Susan P. Weeks, Esq.  
December 30, 2016  
Page 2

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By way of my letters dated December 9, 2016 and December 22, 2016, Valiant provided copies of the certificates of sale for Parcel 1 and Parcel 2 and demanded that VP vacate said premises and deliver of possession on or before the close of business on Friday, December 23, 2016. As of today's date, VP has neither vacated the Parcels nor delivered possession of the Parcels as demanded. VP's conduct is a direct violation of the Court's order in the Foreclosure Action.

This letter constitutes Valiant's formal, written **Notice of Eviction** to VP, as tenant in sufferance, and all persons or entities occupying the premises thereunder, effective as of Friday, February 3, 2017. VP and its occupants are required to vacate the Parcels on or before 12:00 p.m. PST on said date.

If VP refuses to vacate the premises and deliver possession of the Parcels to Valiant as demanded hereunder, Valiant will file a motion with Judge Buchanan seeking a writ of ejectment and an award of all attorneys' fees costs incurred to eject VP from the Parcels.

The Decree further orders that VP is responsible to pay rental fees, due daily, to the purchaser based upon the value of the Parcels and improvements. Valiant purchased these properties for \$5,620,000.00 and has conservatively assessed rent at 5.165% or \$866.09 per day. VP has yet to pay any of the daily rental fees accrued thru today's date. Valiant is currently owed \$45,902.77 in unpaid rent. As the owner of the Parcels, Valiant is entitled to adjust rental rates. If VP refuses to vacate the premises on or before February 3, 2017, daily rental fees shall be increased thereafter to a rate of \$10,000 per day.

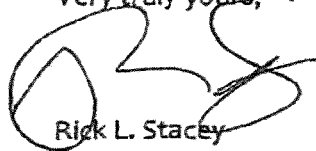
Valiant is also entitled to recover any value that VP obtains from its wrongful possession and use of the Parcels and improvements until VP vacates the premises. As such, Valiant is entitled to recover any hook-up/tap fees and all amounts VP has received for sanitary sewer and water services since November 7, 2016.

Susan P. Weeks, Esq.  
December 30, 2016  
Page 3

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Formal demand is hereby made for payment on or before February 3, 2017 of unpaid rent and any amounts VP has been paid from its wrongful possession and use of the Parcels and improvements since Valiant took ownership. Valiant will seek to recover three times the amount of its actual damages if it is required to initiate judicial proceedings to recover these unpaid amounts.

Very truly yours,



Rick L. Stacey

RLS/pal  
Enclosures  
c: William Haberman, Esq.  
Brian Kramer, Esq.

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VP, INC. UTILITY  
SEWER AND WATER SERVICE CONNECTION AND  
SERVICE AGREEMENT

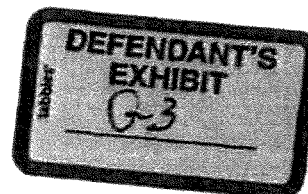
DEFINITIONS

1. COMPANY. Company is defined as the proprietor and owner of the water and wastewater facilities including all wells and associated storage, and distribution components; the sanitary sewer system, including all facilities for collecting, pumping, treating and disposing of sanitary waste.
2. CUSTOMER. The Customer is the one who has dominion over the real property mentioned herein and which is the subject of his ownership. The Customer warrants he has the right to make such use of the real property, consistent with the rights of others as the user may see fit.
3. MAINLINE OR MAINS. Mainline or mains is defined as that portion of the water distribution system that serves to supply water to the Customer service connection, or that portion of the sewer which serves as the outlet for the laterals.
4. SERVICE CONNECTION. Service connection is the union by junction of customers lateral line with the Company's main line. Control of the service connection shall be exclusively with the Company.

CUSTOMER INFORMATION

LEGAL DESCRIPTION OF PROPERTY REQUESTING SERVICE.

|                |  |
|----------------|--|
| CUSTOMER NAME  | MOUNTAIN WEST BANK, a division of Glacier Bank, Inc. |
| LOT/PARCEL NO. | Lot 7 Block 1 First addition to Hidden               |
| SECTION        | Lakes  |
| ADDRESS        |  |
| CITY           | Sandpoint  |
| COUNTY         | Bonner   |
| STATE          | Idaho  |





## RECITALS

A. Company owns, operates and maintains a water supply facility and a sanitary sewage facility at the Idaho Club Golf and Development subdivisions, located in Bonner County, State of Idaho, and on certain easements and rights-of-way in the vicinity of said development as shown in Exhibit "A" attached hereto.

B. Customer desires to utilize said water and sewage facilities to maintain the water supply and sanitary handling of sewage from certain real property hereinafter described in Exhibit "B" located near Sandpoint, Bonner County, State of Idaho.

C. Company and Customer desire to enter into an agreement concerning provisions for water usage and for the sanitary handling of sewage originating on user's real property.

Section 1. Grant of connection rights. Company hereby authorizes Customer the right to connect to Company's water and sewer service lines in the easement or right-of-way as shown and marked in Exhibit "C" attached hereto and incorporated herein by reference if capacity is available.

Section 2. Compliance with Specifications. Customer shall construct, at Customer expense, the connection into the Company's water and sewer lines in accordance with the Company's specification, and the Customer agrees to have the connection inspected by the Company's personnel before back-filling the trench connection the same.

Section 3. Work to be Performed – SEWER. Customer will cause to be done the necessary engineering, preparation of plans and specifications for the construction of a sanitary sewer line of adequate size to connect to Company's mains. Said plans, engineering and specifications are subject to approval of Company. Said sanitary sewer lines will be constructed in accordance with the standards of, and subject to, receipt of a permit from the Board of Health from the State of Idaho or its duly authorized representative, a plumbing permit for the sewer service line by the Idaho Plumbing Bureau and any applicable permits required from any other governmental agency. Obtaining any permit shall be the responsibility of Customer.

Section 4. Work to be Performed - WATER. Customer will cause to be done the necessary engineering, preparation of plans and specifications for the construction of a water line of adequate size to connect to the Company's mains. Said plans, engineering and specifications are subject to approval of Company. Said water lines will be constructed in accordance with the standards of, and subject to, the provisions as set forth by the State of Idaho. A permit for the water service line shall be obtained from the Idaho Plumbing Bureau, and any applicable permits required from any other governmental agency shall be the responsibility of the Customer. The Customer shall install and maintain at the Customer's sole expense a service line which shall begin at the Company's service tap and extend to the dwelling or place of use.

Section 5. Cross Connection Control. All new water connections shall be made in compliance with the cross connection control program and subject to review by certified cross control specialists. The Customer agrees to eliminate before the initiation of service all past or present cross-connections in the Customer's system which could lead to a violation of the cross connection control protocol as set forth by the State of Idaho and administered by the Idaho Department of Environmental Quality (IDEQ).

Section 6. Cost of Connection. The water and sewer hookup fees and initial service rates are specified in Exhibit "D" attached hereto and incorporated herein by reference.

Section 7. Malfunction. The Company shall retain ownership of, and be responsible for maintenance of said water and sanitary system as shown in Exhibit "A" attached hereto and made a part hereof, but no liability shall attach to Company as a result of any malfunction of said system.

Section 8. Company's Duties and Responsibilities. The Company shall provide at its discretion for the buildings, residences and other improvements constructed in the areas and subdivisions served by the Company, water supply sufficient to meet the needs of and of a quality that meets or exceeds the regulated drinking water standards as set forth in the Safe Drinking Water Act and the standards as set for by the State of Idaho and regulated by the Idaho Department of Environmental Quality (IDEQ) and Wastewater service adequate for safe and sanitary collection, treatment and disposal of all domestic sewage from said building residences, and other improvements. Provided such duty does not arise unless and until Company authorizes connection as provided in Section 1 of this Agreement. The Company further agrees to operate the systems in accordance with regulations and recommendations of the State of Idaho as administered by IDEQ. The Company agrees to maintain its facilities at all times in good order and repair so that reasonably satisfactory service may be provided the Customers property.

Section 9. Interruptions or Delays in Service. Company shall use all reasonable diligence in providing a constant and uninterrupted supply of Utility Service to Customer following connection approval. However, Company reserves the right to temporarily interrupt or reduce the delivery of Utility Service under this Agreement when Company determines that such interruption or reduction is necessary or desirable in case of system emergencies or in order to make inspections, perform maintenance work, or make repairs, replacements or changes in its equipment on or off the premises of Customer.

Except in cases of emergency, Company shall give reasonable notice to Customer of any such interruption or reduction, stating the reason for, and probable duration of, such interruption or reduction to the extent of Company's knowledge.

Section 10. Rates. The Company reserves and has the right to establish and collect as a charge or charges for water and sewer service provided to the Customers or occupants of said real

property and any improvements thereon, the initial rates as shown in Exhibit "D" attached hereto and made a part hereof. Fees shall commence May 1, 2013. The Company shall commence service charges for sewer and water for any existing platted parcel upon closing of escrow by Customer or in the event sewer and water service are not available to the parcel upon closing of escrow by Customer then service charges shall commence upon connection to the sewer and water service to parcel or one year from the date sewer and water service were available for the Customer's parcel, whichever occur first. The Company has the right to adjust the service fees to keep pace with inflation, increased regulatory requirements, insure profitability, or acts of God resulting in increased operational cost to the Company. The Company has the right to charge a connection fee as set forth in the Settlement Agreement between the Company and Customer.

Section 11. Maintenance Responsibility. The Company shall have maintenance and repair responsibility of its water and sewer facilities, distribution and collection systems as it deems reasonable. Any and all maintenance and repair of any kind whatsoever on Customer's service connections, septic tanks, pumps or electrical components shall be the responsibility of the Customer. The Company has the authority at the Customer's expense to repair and maintain the Customer's septic tank and effluent pump system if the Company determines the Customer has neglected to repair or maintain their system.

Section 12. Right to Meter. Customer shall furnish, install and keep in good and safe condition a water metering device at the point of delivery on the customer's premises. Such meter shall be installed and maintained at Customer's expense and in conformity with the requirements of Company's rules and regulations. Furthermore, such meter shall be installed on or before the date Customer's service line is connected to Company's water main, with installation being made by a person certified as a plumbing contractor by the Idaho Plumbing Board. Such installation of water meter and connection of the service to the water main must be inspected and approved by Company prior to backfill. As-Built plans must be submitted to Company at least five (5) days prior to the time of water turn on.

The measure of the quantity of water provided to Customer as recorded by said meter shall be final and conclusive, except in those cases when the meter fails to register, or when measurements made by the meter during a test of such meter vary from a known standard used in such test, or if an error in meter reading occurs. In such cases, the quantity delivered during the period in question shall be estimated after due consideration of previous or subsequent properly measured deliveries. Said meter shall be equipped with a remote reading device which will permit the reading of the meter by Company personnel from outside the Customer's premises.

Section 13. Type of Service Connection – SEWER. Company facilities are designed for screened septic tank effluent only. Customer connections are either gravity or pumped septic tank effluent only.

Section 14. Non-assignment and Covenant. Customer agrees that it shall not assign any provision of the agreement except for the express permissions of Company made in writing. Should Customer attempt to assign this agreement without the express permission of Company, Company shall have no obligation to provide water or sewer service to the new owner of the lot designated herein.

Company is not responsible for pump or septic tank installation, pump maintenance, tank maintenance, service installation or maintenance in any manner whatsoever; however, all of the foregoing are subject to the right of Company's inspection prior to installation and hookup to Company's sewer or water line and thereafter as Company deems reasonably necessary.

Section 15. Tank Pumping – SEWER. Septic tank maintenance is the sole responsibility of the Customer, and the Company assumes no liability for proper maintenance whatsoever. Septic tanks will require pumping periodically as solids accumulate in the tank and screens will require cleaning. Improper maintenance of septic tanks may cause serious operational problems within the wastewater facility and the Company reserves the right to have Customer tanks pumped and screens cleaned at Customer expense if proper maintenance is not performed on a timely basis. The Customer shall be required to submit records of septic tanks pumping to the Company after each tank is pumped. Customer is liable for any damage to Company wastewater facility arising from Customer failure to properly maintain septic tank.

Section 16. Liability. No liability of any kind whatsoever is created or assumed by Company by entering into this agreement, and further, Company is to be indemnified and held harmless from the maintenance and repair of main water or sewer lines and service connection line of users.

Section 17. Right of Way. Customer expressly grants, bargains, sells and quitclaims an express right-of-way for installation, maintenance, and repair of any lines, tanks, or pumps of Customer or anything whatsoever to Company. Said easement is described in Exhibit "A" attached hereto and incorporated herein by reference.

Section 18. Lien. Customer grants an express lien on the real property and improvements described in Exhibit "A" attached hereto and made a part hereof, for any and all charges and rate charges, fees, costs or expenses of Company, as per exhibit. Filing of appropriate lien documents shall be as Company deems reasonably necessary.

Section 19. Recording. This Agreement shall be recorded in Bonner County, State of Idaho, land title records indicating the existence of this agreement and that any potential buyer, lessee, mortgagee or other person interested in purchasing and acquiring an interest in and to Customer's real property described in Exhibit "A" hereto, should contact Company in regard to any pending charges or maintenance due on Customer's water or sewer system. Customer agrees to the foregoing.

Section 20. Force Majeure. Company assumes no responsibility for interruption of service due to strikes, labor disputes, acts of God, or other circumstances beyond its reasonable control, including, but not limited to liability for power failure.

Section 21. Plumber or Representative. Customer agrees that he will not hire or permit anyone other than a licensed plumber or accredited representative of the Company to perform labor on Customer's water or sewer system.

Section 22. Non-damage. Customer agrees that he will not hire or permit anyone else to engage in any conduct that might or could cause damage to the water or sewer lines or any facilities connected therewith or Company.

Section 23. Scheduling of Service. Customer shall schedule hooking onto its system as reasonably appropriate, this being understood to be between the First day of March, and the First day of November.

Section 24. Default. If the Customer defaults in the performance of any of the covenants, conditions, or agreements contained herein, Company at its election may terminate this Agreement and declare it void by giving written notice to the Customer at its address hereinafter stated, via certified mail, return receipt requested. Following an issuance of a notice of default, Company may disconnect any and all structures or facilities comprising its water and sewer system connecting to Customer. Any waiver or acquiescence by Company in any default or breach of this Agreement by Customer shall not operate as a waiver or estoppel of any legal or equitable rights Company may have under this Agreement, or by law.

Section 25. Attorney's Fees and Court Costs. It is mutually understood and agreed that in the event that performance of this Agreement is referred to an attorney, then the prevailing party shall be entitled to reasonable attorney's fees and costs, including fees on appeal.

Section 26. Use Limitation. This agreement relates to one (1) domestic service (Water and Sewer) and shall not entitle Customer to connect any additional structures or vehicles, permanent or temporary into Company's system at any point, except as specified in Exhibits "C" and "D".

Section 27. Modification. Any modification, alteration or amendment of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing and signed by each of the parties hereto or by an authorized representative thereof;

Section 28. Entire Agreement. This Agreement contains the entire agreement and understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements between them with respect to the subject matter hereof EXCEPT THE SETTLEMENT AGREEMENT DATED MAY 21, 2013. If there is a conflict between this Agreement and the Settlement Agreement dated May 21, 2013, the Settlement

Agreement shall control. Except as expressly set forth herein, there are no representations, agreements or understandings, oral or written, between the parties hereto relating to the subject matter of this Agreement.

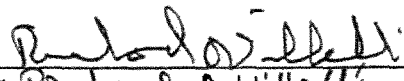
Section 29. List of Exhibits. Attached hereto and made a part of this agreement are the following Exhibits:

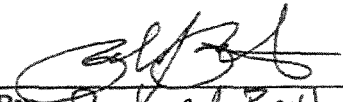
1. Exhibit "A". Location of water and sewer mains, facilities, easements and rights of way in the vicinity of said development
2. Exhibit "B". Description of Customer's real estate or lot. Mailing address if different from service address.
3. Exhibit "C". Description of where Customer shall hookup to Company's water and sewer system. Description of septic tank, pump, and screening requirement for sewer service. Description of meter requirement for water service.
4. Exhibit "D". Hookup fee schedule, initial rate schedule.

IN WITNESS WHEREOF, each party has executed and signed this agreement this 21st day of May, 2013.

COMPANY;  
VP, INC.

CUSTOMER: MOUNTAIN WEST  
BANK, a division of Glacier Bank, Inc.

  
By: Richard A. Villetti  
Its: President

  
By: Richard Brittain  
Its: SUP/SAA

CUSTOMER'S MAILING ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**VP, INC. UTILITY**  
**SEWER AND WATER SERVICE CONNECTION AND**  
**SERVICE AGREEMENT**

**Exhibit "A"**

**LOCATION OF WATER AND SEWER MAINS:**

Water: See attached lot map

Sewer: See attached lot map

**FACILITIES, EASEMENTS AND RIGHTS OF WAY:**

To be supplied upon request anytime after the completion of all "as-built" plans and specifications in the vicinity of said development.

**VP, INC. UTILITY**  
**SEWER AND WATER SERVICE CONNECTION AND**  
**SERVICE AGREEMENT**

**Exhibit "B"**

**LEGAL DESCRIPTION OF PROPERTY:**

See page one (1) of Service Agreement

**MAILING ADDRESS:**

See page eight (8) of Service Agreement



**VP, INC. UTILITY**  
**SEWER AND WATER SERVICE CONNECTION AND**  
**SERVICE AGREEMENT**

**Exhibit "C"**

**LOCATION OF WATER AND SEWER HOOKUP:**

Water: See attached lot map

Sewer: See attached lot map

**SEPTIC TANK REQUIREMENT:**

Customer engineered plans and specifications are to be submitted to Panhandle Health District for a tank-only permit. Sizing and type of septic tank will be included with the documentation requesting the tank-only permit.

**PUMP AND SCREENING REQUIREMENTS:**

See attached ORENCO SYSTEMS, INC. DRAWING "2" for typical pump and screening requirements. Final VP, INC. approval is required prior to installation and is to be included in the Customer supplies engineered plans and specifications.

Also attached for engineering purposed is the ORENCO SYSTEMS, INC. Effluent pumps 1/2 Hp to 1 Hp Single Phase, 60 HZ 115/230 Volt PC#1 pump curves chart.

**WATER METER REQUIREMENTS:**

The water meter is to be included in the customer engineering plans and specifications and shall be equipped with a remote reading device which will permit the reading of the meter by Company personnel from outside of the Customer's premises. These plans and specifications are to be submitted to VP, INC for final approval of specified water meter.

**VP, INC. UTILITY**  
**SEWER AND WATER SERVICE CONNECTION AND**  
**SERVICE AGREEMENT**

**Exhibit "D"**

**HOOKUP FEE SCHEDULE:**

The cost of the sewer connection fee shall be Twenty-Two Thousand Five Hundred Dollars (\$22,500.00) and shall be paid within thirty-six (36) months or upon the close of the sale of any Hidden Lakes Lot, which ever occurs first.

**INITIAL RATE SCHEDULE:**

See Section 10, Rates, page 3 of this agreement.

1 Equivalent Residential Unit (ERU) at \$85.00 each, per month.


TOTAL MONTHLY WATER AND SEWER = \$85.00

**LATE CHARGES:**

A late charge of 10% of the amount due shall be charged for any payments that are not received within 30 days of the due date. In the event a default continues for more than 90 days after written notice of said default the company shall have the right to cancel said sewer and water service without further notice and Company may require Customer to purchase a new sewer and water hook up.

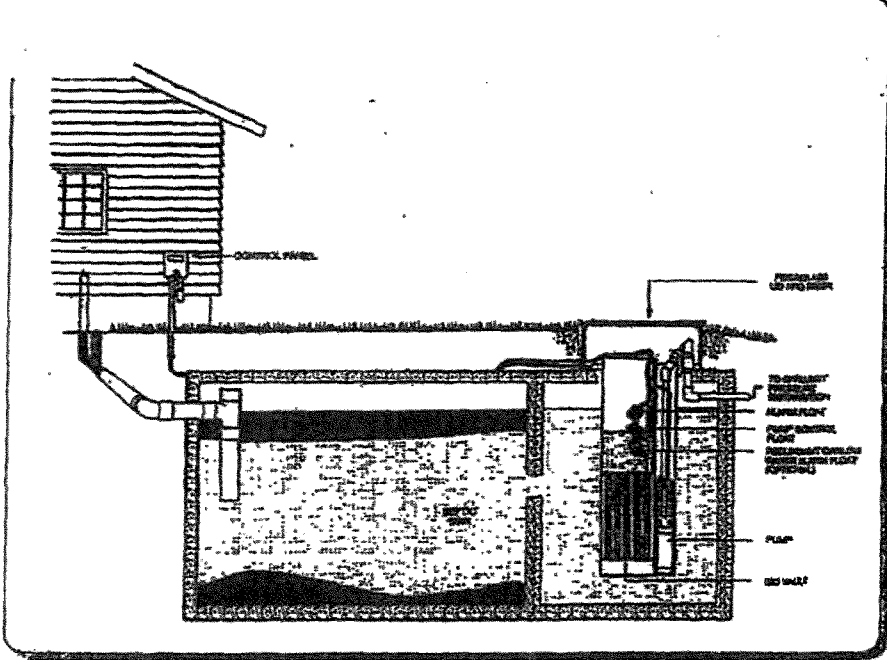
**ADDITIONAL TERMS:**

- a. Customer shall pay a monthly sewer and water service fee for one (1) Equivalent Residential Units ("ERUs") (currently \$85.00 per month).
- b. If this Service Agreement is terminated in accordance with the terms provided for herein, any person requesting a subsequent reconnection shall pay the difference between Twenty-Two Thousand Five Hundred Dollars (\$22,500.00) and the hookup fee being charged by the Company at that time.


  
 R.C. WORST & CO.
   
 5111 West Ave. • Canton, Mass. 01921
   
 Phone (603) 644-2123 • Fax (603) 647-8793

**TWO COMPARTMENT CONCRETE SEPTIC WITH BIOTUBE EFFLUENT PUMPING SYSTEM**

**DRAWING**  
S21



**Standard Features:**

- Oranco Systems turbine style high head effluent pump manufactured specifically for wastewater applications. UL listed.
- Control/Alarm panel with NEMA 4X enclosure, separate circuit protection for pump and alarm circuits, hand-off-auto switch, audible and visual high water alarm, and alarm silence relay. Optional motor-start contactor, elapsed time meter, event counter, pump run light and redundant overflow water alarm features are also available.
- Oranco Systems pump vault with the biotube effluent filter and quick release float assembly holder.
- Oranco Systems adjustable float switch assembly with S.J. Electro float switches.
- Oranco Systems PVC discharge assembly with full flow check valve, ball valve and union.
- Oranco Systems water tight access riser and lid.

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Rev. 2/15/01.

**VP, INC. UTILITY AT  
THE IDAHO CLUB & DEVELOPMENT**

**REQUIREMENT FOR INDIVIDUAL SEPTIC SYSTEM TO SERVE SINGLE-FAMILY LOTS.**

Each lot will require a two compartment concrete septic tank with a "Biotube" effluent pumping system. Recommended components are as follows:

**Septic Tank:**

- Double compartment septic tank with a minimum liquid depth of 48" and minimum inside height of 57". Required access diameter for "Biotube" installation is 20" minimum.
- A minimum liquid capacity of 1000 gal. for homes up to 4 bedrooms, 1500 gal. for homes up to 6 bedrooms.
- Tanks must be supplied by a Panhandle Health District (PHD) approved supplier; and installed by a PHD approved installer.

**Effluent Pumping System:**

- 24" dia. PVC access riser, Orenco model RR2424.
- 24" fiberglass lid, Orenco model FL24-4B.
- 24" dia. ABS riser/tank adapter, Orenco model FTA.
- "Biotube" pump vault, Orenco model PVUS7~1819.
- 1 " discharge plumbing assembly, Orenco model HV10OBPR.
- 1/2hp, 115V, 60Hz, effluent pump capable of providing a flow rate 5 gpm against a head of 200 feet. Orenco model PI00511
- Epoxy encapsulated splice.
- Mechanical float switch assembly, Orenco model MF2.
- Simplex control panel. 115V, Orenco model A1.

Septic tank permits are required from Panhandle Health District, and inspection is required by VP, INC. Personnel.

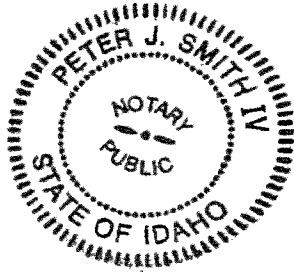
All provisions of the VP, INC. UTILITY Sewer and Water Service connection and service agreement are included with the above requirements by reference.

For additional information or to schedule an inspection contact: Robert Hansen, VP, INC., at  
(208) 265-4270.

STATE OF IDAHO            )  
  :SS  
County of Kootenai        )

On this 21<sup>st</sup> day of May, 2013, before me, a Notary Public in and for the state of Idaho, personally appeared Richard Brittain, known or identified to me to be the person whose name is subscribed to the within instrument as the Senior Vice President of Mountain West Bank, a division of Glacier Bank, Inc. and acknowledged to me that he executed the same as senior vice president of the corporation.

WITNESS my hand and official seal hereto affixed the day and year first above written.



PJS  
Notary Public for Idaho  
Residing at Coeur d'Alene  
Commission expires 9-15-2016

VP, INC. UTILITY  
SEWER AND WATER SERVICE CONNECTION AND  
SERVICE AGREEMENT

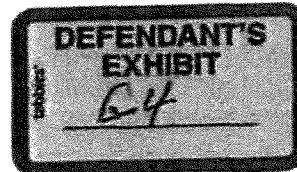
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CUSTOMER INFORMATION

LEGAL DESCRIPTION OF PROPERTY REQUESTING SERVICE.

CUSTOMER NAME MOUNTAIN WEST BANK, a division of Glacier Bank, Inc.  
LOT/PARCEL NO. Lot 1 Block 4 Second Addition to  
SECTION Hidden Lakes Subdivision  
ADDRESS \_\_\_\_\_  
CITY Sandpoint  
COUNTY Bonner  
STATE Idaho



## RECITALS

A. Company owns, operates and maintains a water supply facility and a sanitary sewage facility at the Idaho Club Golf and Development subdivisions, located in Bonner County, State of Idaho, and on certain easements and rights-of-way in the vicinity of said development as shown in Exhibit "A" attached hereto.

B. Customer desires to utilize said water and sewage facilities to maintain the water supply and sanitary handling of sewage from certain real property hereinafter described in Exhibit "B" located near Sandpoint, Bonner County, State of Idaho.

C. Company and Customer desire to enter into an agreement concerning provisions for water usage and for the sanitary handling of sewage originating on user's real property.

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Section 6. Cost of Connection. The water and sewer hookup fees and initial service rates are specified in Exhibit "D" attached hereto and incorporated herein by reference.

Section 7. Malfunction. The Company shall retain ownership of, and be responsible for maintenance of said water and sanitary system as shown in Exhibit "A" attached hereto and made a part hereof, but no liability shall attach to Company as a result of any malfunction of said system.

Section 8. Company's Duties and Responsibilities. The Company shall provide at its discretion for the buildings, residences and other improvements constructed in the areas and subdivisions served by the Company, water supply sufficient to meet the needs of and of a quality that meets or exceeds the regulated drinking water standards as set forth in the Safe Drinking Water Act and the standards as set for by the State of Idaho and regulated by the Idaho Department of Environmental Quality (IDEQ) and Wastewater service adequate for safe and sanitary collection, treatment and disposal of all domestic sewage from said building residences, and other improvements. Provided such duty does not arise unless and until Company authorizes connection as provided in Section 1 of this Agreement. The Company further agrees to operate the systems in accordance with regulations and recommendations of the State of Idaho as administered by IDEQ. The Company agrees to maintain its facilities at all times in good order and repair so that reasonably satisfactory service may be provided the Customers property.

Section 9. Interruptions or Delays in Service. Company shall use all reasonable diligence in providing a constant and uninterrupted supply of Utility Service to Customer following connection approval. However, Company reserves the right to temporarily interrupt or reduce the delivery of Utility Service under this Agreement when Company determines that such interruption or reduction is necessary or desirable in case of system emergencies or in order to make inspections, perform maintenance work, or make repairs, replacements or changes in its equipment on or off the premises of Customer.

Except in cases of emergency, Company shall give reasonable notice to Customer of any such interruption or reduction, stating the reason for, and probable duration of, such interruption or reduction to the extent of Company's knowledge.

Section 10. Rates. The Company reserves and has the right to establish and collect as a charge or charges for water and sewer service provided to the Customers or occupants of said real

property and any improvements thereon, the initial rates as shown in Exhibit "D" attached hereto and made a part hereof. Fees shall commence May 1, 2013. The Company shall commence service charges for sewer and water for any existing platted parcel upon closing of escrow by Customer or in the event sewer and water service are not available to the parcel upon closing of escrow by Customer then service charges shall commence upon connection to the sewer and water service to parcel or one year from the date sewer and water service were available for the Customer's parcel, whichever occur first. The Company has the right to adjust the service fees to keep pace with inflation, increased regulatory requirements, insure profitability, or acts of God resulting in increased operational cost to the Company. The Company has the right to charge a connection fee as set forth in the Settlement Agreement between the Company and Customer.

Section 11. Maintenance Responsibility. The Company shall have maintenance and repair responsibility of its water and sewer facilities, distribution and collection systems as it deems reasonable. Any and all maintenance and repair of any kind whatsoever on Customer's service connections, septic tanks, pumps or electrical components shall be the responsibility of the Customer. The Company has the authority at the Customer's expense to repair and maintain the Customer's septic tank and effluent pump system if the Company determines the Customer has neglected to repair or maintain their system.

Section 12. Right to Meter. Customer shall furnish, install and keep in good and safe condition a water metering device at the point of delivery on the customer's premises. Such meter shall be installed and maintained at Customer's expense and in conformity with the requirements of Company's rules and regulations. Furthermore, such meter shall be installed on or before the date Customer's service line is connected to Company's water main, with installation being made by a person certified as a plumbing contractor by the Idaho Plumbing Board. Such installation of water meter and connection of the service to the water main must be inspected and approved by Company prior to backfill. As-Built plans must be submitted to Company at least five (5) days prior to the time of water turn on.

The measure of the quantity of water provided to Customer as recorded by said meter shall be final and conclusive, except in those cases when the meter fails to register, or when measurements made by the meter during a test of such meter vary from a known standard used in such test, or if an error in meter reading occurs. In such cases, the quantity delivered during the period in question shall be estimated after due consideration of previous or subsequent properly measured deliveries. Said meter shall be equipped with a remote reading device which will permit the reading of the meter by Company personnel from outside the Customer's premises.

Section 13. Type of Service Connection – SEWER. Company facilities are designed for screened septic tank effluent only. Customer connections are either gravity or pumped septic tank effluent only.

Section 14. Non-assignment and Covenant. Customer agrees that it shall not assign any provision of the agreement except for the express permissions of Company made in writing. Should Customer attempt to assign  this agreement without the express permission of Company, Company shall have no obligation to provide water or sewer service to the new owner of the lot designated herein.

Company is not responsible for pump or septic tank installation, pump maintenance, tank maintenance, service installation or maintenance in any manner whatsoever; however, all of the foregoing are subject to the right of Company's inspection prior to installation and hookup to Company's sewer or water line and thereafter as Company deems reasonably necessary.

Section 15. Tank Pumping – SEWER. Septic tank maintenance is the sole responsibility of the Customer, and the Company assumes no liability for proper maintenance whatsoever. Septic tanks will require pumping periodically as solids accumulate in the tank and screens will require cleaning. Improper maintenance of septic tanks may cause serious operational problems within the wastewater facility and the Company reserves the right to have Customer tanks pumped and screens cleaned at Customer expense if proper maintenance is not performed on a timely basis. The Customer shall be required to submit records of septic tanks pumping to the Company after each tank is pumped. Customer is liable for any damage to Company wastewater facility arising from Customer failure to properly maintain septic tank.

Section 16. Liability. No liability of any kind whatsoever is created or assumed by Company by entering into this agreement, and further, Company is to be indemnified and held harmless from the maintenance and repair of main water or sewer lines and service connection line of users.

Section 17. Right of Way. Customer expressly grants, bargains, sells and quitclaims an express right-of-way for installation, maintenance, and repair of any lines, tanks, or pumps of Customer or anything whatsoever to Company. Said easement is described in Exhibit "A" attached hereto and incorporated herein by reference.

Section 18. Lien. Customer grants an express lien on the real property and improvements described in Exhibit "A" attached hereto and made a part hereof, for any and all charges and rate charges, fees, costs or expenses of Company, as per exhibit. Filing of appropriate lien documents shall be as Company deems reasonably necessary.

Section 19. Recording. This Agreement shall be recorded in Bonner County, State of Idaho, land title records indicating the existence of this agreement and that any potential buyer, lessee, mortgagee or other person interested in purchasing and acquiring an interest in and to Customer's real property described in Exhibit "A" hereto, should contact Company in regard to any pending charges or maintenance due on Customer's water or sewer system. Customer agrees to the foregoing.

Section 20. Force Majeure. Company assumes no responsibility for interruption of service due to strikes, labor disputes, acts of God, or other circumstances beyond its reasonable control, including, but not limited to liability for power failure.

Section 21. Plumber or Representative. Customer agrees that he will not hire or permit anyone other than a licensed plumber or accredited representative of the Company to perform labor on Customer's water or sewer system.

Section 22. Non-damage. Customer agrees that he will not hire or permit anyone else to engage in any conduct that might or could cause damage to the water or sewer lines or any facilities connected therewith or Company.

Section 23. Scheduling of Service. Customer shall schedule hooking onto its system as reasonably appropriate, this being understood to be between the First day of March, and the First day of November.

Section 24. Default. If the Customer defaults in the performance of any of the covenants, conditions, or agreements contained herein, Company at its election may terminate this Agreement and declare it void by giving written notice to the Customer at its address hereinafter stated, via certified mail, return receipt requested. Following an issuance of a notice of default, Company may disconnect any and all structures or facilities comprising its water and sewer system connecting to Customer. Any waiver or acquiescence by Company in any default or breach of this Agreement by Customer shall not operate as a waiver or estoppel of any legal or equitable rights Company may have under this Agreement, or by law.

Section 25. Attorney's Fees and Court Costs. It is mutually understood and agreed that in the event that performance of this Agreement is referred to an attorney, then the prevailing party shall be entitled to reasonable attorney's fees and costs, including fees on appeal.

Section 26. Use Limitation. This agreement relates to one (1) domestic service (Water and Sewer) and shall not entitle Customer to connect any additional structures or vehicles, permanent or temporary into Company's system at any point, except as specified in Exhibits "C" and "D".

Section 27. Modification. Any modification, alteration or amendment of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing and signed by each of the parties hereto or by an authorized representative thereof;

Section 28. Entire Agreement. This Agreement contains the entire agreement and understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements between them with respect to the subject matter hereof EXCEPT THE SETTLEMENT AGREEMENT DATED MAY 21, 2013. If there is a conflict between this Agreement and the Settlement Agreement dated May 21, 2013, the Settlement

Agreement shall control. Except as expressly set forth herein, there are no representations, agreements or understandings, oral or written, between the parties hereto relating to the subject matter of this Agreement.

Section 29. List of Exhibits. Attached hereto and made a part of this agreement are the following Exhibits:

1. Exhibit "A". Location of water and sewer mains, facilities, easements and rights of way in the vicinity of said development
2. Exhibit "B". Description of Customer's real estate or lot. Mailing address if different from service address.
3. Exhibit "C". Description of where Customer shall hookup to Company's water and sewer system. Description of septic tank, pump, and screening requirement for sewer service. Description of meter requirement for water service.
4. Exhibit "D". Hookup fee schedule, initial rate schedule.

IN WITNESS WHEREOF, each party has executed and signed this agreement this 21st day of May, 2013.

COMPANY;  
VP, INC.

CUSTOMER: MOUNTAIN WEST  
BANK, a division of Glacier Bank, Inc.

By: Richard A. Vellell  
Its: Richard A. Vellell  
President

By: [Signature]  
Its: Richard Brittain  
SUP/SAA

CUSTOMER'S MAILING ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**VP, INC. UTILITY**  
**SEWER AND WATER SERVICE CONNECTION AND**  
**SERVICE AGREEMENT**

**Exhibit "A"**

**LOCATION OF WATER AND SEWER MAINS:**

Water: See attached lot map

Sewer: See attached lot map

**FACILITIES, EASEMENTS AND RIGHTS OF WAY:**

To be supplied upon request anytime after the completion of all "as-built" plans and specifications in the vicinity of said development.

**VP, INC. UTILITY**  
**SEWER AND WATER SERVICE CONNECTION AND**  
**SERVICE AGREEMENT**

**Exhibit "B"**

**LEGAL DESCRIPTION OF PROPERTY:**

See page one (1) of Service Agreement

**MAILING ADDRESS:**

See page eight (8) of Service Agreement

**VP, INC. UTILITY**  
**SEWER AND WATER SERVICE CONNECTION AND**  
**SERVICE AGREEMENT**

**Exhibit "C"**

**LOCATION OF WATER AND SEWER HOOKUP:**

Water: See attached lot map

Sewer: See attached lot map

**SEPTIC TANK REQUIREMENT:**

Customer engineered plans and specifications are to be submitted to Panhandle Health District for a tank-only permit. Sizing and type of septic tank will be included with the documentation requesting the tank-only permit.

**PUMP AND SCREENING REQUIREMENTS:**

See attached ORENCO SYSTEMS, INC. DRAWING "2" for typical pump and screening requirements. Final VP, INC. approval is required prior to installation and is to be included in the Customer supplies engineered plans and specifications.

Also attached for engineering purposed is the ORENCO SYSTEMS. INC. Effluent pumps 1/2 Hp to 1 Hp Single Phase, 60 HZ 115/230 Volt PC#1 pump curves chart.

**WATER METER REQUIREMENTS:**

The water meter is to be included in the customer engineering plans and specifications and shall be equipped with a remote reading device which will permit the reading of the meter by Company personnel from outside of the Customer's premises. These plans and specifications are to be submitted to VP, INC for final approval of specified water meter.



**VP, INC. UTILITY**  
**SEWER AND WATER SERVICE CONNECTION AND**  
**SERVICE AGREEMENT**

**Exhibit "D"**

**HOOKUP FEE SCHEDULE:**

The cost of the sewer connection fee shall be Twenty-Two Thousand Five Hundred Dollars (\$22,500.00) and shall be paid within thirty-six (36) months or upon the close of the sale of any Hidden Lakes Lot, which ever occurs first.

**INITIAL RATE SCHEDULE:**

See Section 10, Rates, page 3 of this agreement.

1 Equivalent Residential Unit (ERU) at \$85.00 each, per month.

TOTAL MONTHLY WATER AND SEWER = \$85.00

**LATE CHARGES:**

A late charge of 10% of the amount due shall be charged for any payments that are not received within 30 days of the due date. In the event a default continues for more than 90 days after written notice of said default the company shall have the right to cancel said sewer and water service without further notice and Company may require Customer to purchase a new sewer and water hook up.

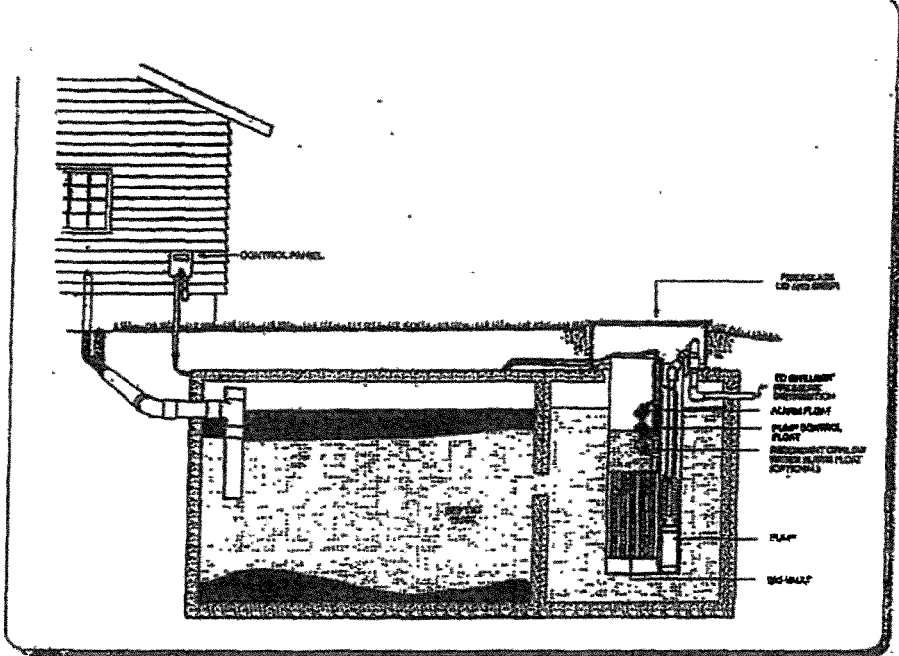
**ADDITIONAL TERMS:**

- a. Customer shall pay a monthly sewer and water service fee for one (1) Equivalent Residential Units ("ERUs") (currently \$85.00 per month).
- b. If this Service Agreement is terminated in accordance with the terms provided for herein, any person requesting a subsequent reconnection shall pay the difference between Twenty-Two Thousand Five Hundred Dollars (\$22,500.00) and the hookup fee being charged by the Company at that time.


**PUMPS & SUPPLIES**  
 655 Park Ave. • Cedar Rapids, IA 52401  
 Phone (319) 444-2133 • Fax (319) 447-8725

**TWO COMPARTMENT CONCRETE SEPTIC WITH BIOTUBE EFFLUENT PUMPING SYSTEM**

**DRAWING**  
**S21**



**Standard Features:**

- Orenco Systems turbine style high head effluent pump manufactured specifically for wastewater applications. UL listed.
- Control/alarm panel with NEMA 4X enclosure, separate circuit protection for pump and alarm circuits, hand-off-auto switch, audible and visual high water alarm, and alarm silence relay. Optional motor-start contactor, elapsed time meter, event counter, pump run light and redundant off/low water alarm features are also available.
- Orenco Systems pump vault with the Biotube effluent filter and quick release float assembly holder.
- Orenco Systems adjustable float switch assembly with S.J. Electro float switches.
- Orenco Systems PVC discharge assembly with full flow check valve, ball valve and union.
- Orenco Systems water tight access riser and lid.

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Rev. 2/15/01.

**VP, INC. UTILITY AT  
THE IDAHO CLUB & DEVELOPMENT**

**REQUIREMENT FOR INDIVIDUAL SEPTIC SYSTEM TO SERVE SINGLE-FAMILY LOTS.**

Each lot will require a two compartment concrete septic tank with a "Biotube" effluent pumping system. Recommended components are as follows:

**Septic Tank:**

- Double compartment septic tank with a minimum liquid depth of 48" and minimum inside height of 57". Required access diameter for "Biotube" installation is 20" minimum.
- A minimum liquid capacity of 1000 gal. for homes up to 4 bedrooms, 1500 gal. for homes up to 6 bedrooms.
- Tanks must be supplied by a Panhandle Health District (PHD) approved supplier; and installed by a PHD approved installer.

**Effluent Pumping System:**

- 24" dia. PVC access riser, Orenco model RR2424.
- 24" fiberglass lid, Orenco model FL24-4B.
- 24" dia. ABS riser/tank adapter, Orenco model FTA
- "Biotube" pump vault, Orenco model PVUS7~1819.
- 1" discharge plumbing assembly, Orenco model HV10OBPR.
- 1/2hp, 115V, 60Hz, effluent pump capable of providing a flow rate 5 gpm against a head of 200 feet. Orenco model P100511
- Epoxy encapsulated splice.
- Mechanical float switch assembly, Orenco model MF2.
- Simplex control panel. 115V, Orenco model A1.

Septic tank permits are required from Panhandle Health District, and inspection is required by VP, INC. Personnel.

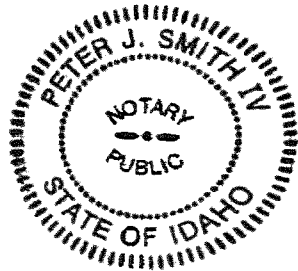
All provisions of the VP, INC. UTILITY Sewer and Water Service connection and service agreement are included with the above requirements by reference.

For additional information or to schedule an inspection contact: Robert Hansen, VP, INC., at  
(208) 265-4270.

STATE OF IDAHO )  
 )  
 ) :SS  
County of Kootenai )

On this 21<sup>st</sup> day of May, 2013, before me, a Notary Public in and for the state of Idaho, personally appeared Richard Brittain, known or identified to me to be the person whose name is subscribed to the within instrument as the Senior Vice President of Mountain West Bank, a division of Glacier Bank, Inc. and acknowledged to me that he executed the same as senior vice president of the corporation.

WITNESS my hand and official seal hereto affixed the day and year first above written.



PJS  
Notary Public for Idaho  
Residing at Coeur d'Alene  
Commission expires 9-15-2016

**VP, INC. UTILITY**  
**SEWER AND WATER SERVICE CONNECTION AND**  
**SERVICE AGREEMENT**

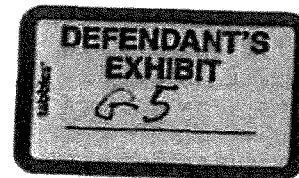
**DEFINITIONS**

1. **COMPANY.** Company is defined as the proprietor and owner of the water and wastewater facilities including all wells and associated storage, and distribution components; the sanitary sewer system, including all facilities for collecting, pumping, treating and disposing of sanitary waste.
2. **CUSTOMER.** The Customer is the one who has dominion over the real property mentioned herein and which is the subject of his ownership. The Customer warrants he has the right to make such use of the real property, consistent with the rights of others as the user may see fit.
3. **MAINLINE OR MAINS.** Mainline or mains is defined as that portion of the water distribution system that serves to supply water to the Customer service connection, or that portion of the sewer which serves as the outlet for the laterals.
4. **SERVICE CONNECTION.** Service connection is the union by junction of customers lateral line with the Company's main line. Control of the service connection shall be exclusively with the Company.

**CUSTOMER INFORMATION**

**LEGAL DESCRIPTION OF PROPERTY REQUESTING SERVICE.**

|                |  |
|----------------|--|
| CUSTOMER NAME  | MOUNTAIN WEST BANK, a division of Glacier Bank, Inc. |
| LOT/PARCEL NO. | Lot 10 Block 2 Second Addition to                    |
| SECTION        | Hidden Lakes Subdivision                             |
| ADDRESS        |  |
| CITY           | Sandpoint  |
| COUNTY         | Bonner   |
| STATE          | Idaho  |



## RECITALS

A. Company owns, operates and maintains a water supply facility and a sanitary sewage facility at the Idaho Club Golf and Development subdivisions, located in Bonner County, State of Idaho, and on certain easements and rights-of-way in the vicinity of said development as shown in Exhibit "A" attached hereto.

B. Customer desires to utilize said water and sewage facilities to maintain the water supply and sanitary handling of sewage from certain real property hereinafter described in Exhibit "B" located near Sandpoint, Bonner County, State of Idaho.

C. Company and Customer desire to enter into an agreement concerning provisions for water usage and for the sanitary handling of sewage originating on user's real property.

Section 1. Grant of connection rights. Company hereby authorizes Customer the right to connect to Company's water and sewer service lines in the easement or right-of-way as shown and marked in Exhibit "C" attached hereto and incorporated herein by reference if capacity is available.

Section 2. Compliance with Specifications. Customer shall construct, at Customer expense, the connection into the Company's water and sewer lines in accordance with the Company's specification, and the Customer agrees to have the connection inspected by the Company's personnel before back-filling the trench connection the same.

Section 3. Work to be Performed - SEWER. Customer will cause to be done the necessary engineering, preparation of plans and specifications for the construction of a sanitary sewer line of adequate size to connect to Company's mains. Said plans, engineering and specifications are subject to approval of Company. Said sanitary sewer lines will be constructed in accordance with the standards of, and subject to, receipt of a permit from the Board of Health from the State of Idaho or its duly authorized representative, a plumbing permit for the sewer service line by the Idaho Plumbing Bureau and any applicable permits required from any other governmental agency. Obtaining any permit shall be the responsibility of Customer.

Section 4. Work to be Performed - WATER. Customer will cause to be done the necessary engineering, preparation of plans and specifications for the construction of a water line of adequate size to connect to the Company's mains. Said plans, engineering and specifications are subject to approval of Company. Said water lines will be constructed in accordance with the standards of, and subject to, the provisions as set forth by the State of Idaho. A permit for the water service line shall be obtained from the Idaho Plumbing Bureau, and any applicable permits required from any other governmental agency shall be the responsibility of the Customer. The Customer shall install and maintain at the Customer's sole expense a service line which shall begin at the Company's service tap and extend to the dwelling or place of use.

Section 5. Cross Connection Control. All new water connections shall be made in compliance with the cross connection control program and subject to review by certified cross control specialists. The Customer agrees to eliminate before the initiation of service all past or present cross-connections in the Customer's system which could lead to a violation of the cross connection control protocol as set forth by the State of Idaho and administered by the Idaho Department of Environmental Quality (IDEQ).

Section 6. Cost of Connection. The water and sewer hookup fees and initial service rates are specified in Exhibit "D" attached hereto and incorporated herein by reference.

Section 7. Malfunction. The Company shall retain ownership of, and be responsible for maintenance of said water and sanitary system as shown in Exhibit "A" attached hereto and made a part hereof, but no liability shall attach to Company as a result of any malfunction of said system.

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The measure of the quantity of water provided to Customer as recorded by said meter shall be final and conclusive, except in those cases when the meter fails to register, or when measurements made by the meter during a test of such meter vary from a known standard used in such test, or if an error in meter reading occurs. In such cases, the quantity delivered during the period in question shall be estimated after due consideration of previous or subsequent properly measured deliveries. Said meter shall be equipped with a remote reading device which will permit the reading of the meter by Company personnel from outside the Customer's premises.

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VP, Inc.

Sewer and Water Agreement  
00609094.DOCX

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VP, INC.

CUSTOMER: MOUNTAIN WEST  
BANK, a division of Glacier Bank, Inc.

By: Richard A. Vitelli  
Its: President

By: Richard Brittain  
Its: SUP/3AA

CUSTOMER'S MAILING ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**VP, INC. UTILITY**  
**SEWER AND WATER SERVICE CONNECTION AND**  
**SERVICE AGREEMENT**

**Exhibit "A"**

**LOCATION OF WATER AND SEWER MAINS:**

Water: See attached lot map

Sewer: See attached lot map

**FACILITIES, EASEMENTS AND RIGHTS OF WAY:**

To be supplied upon request anytime after the completion of all "as-built" plans and specifications in the vicinity of said development.

**VP, INC. UTILITY**  
**SEWER AND WATER SERVICE CONNECTION AND**  
**SERVICE AGREEMENT**

**Exhibit "B"**

**LEGAL DESCRIPTION OF PROPERTY:**

See page one (1) of Service Agreement

**MAILING ADDRESS:**

See page eight (8) of Service Agreement

**VP, INC. UTILITY**  
**SEWER AND WATER SERVICE CONNECTION AND**  
**SERVICE AGREEMENT**

**Exhibit "C"**

**LOCATION OF WATER AND SEWER HOOKUP:**

Water: See attached lot map

Sewer: See attached lot map

**SEPTIC TANK REQUIREMENT:**

Customer engineered plans and specifications are to be submitted to Panhandle Health District for a tank-only permit. Sizing and type of septic tank will be included with the documentation requesting the tank-only permit.

**PUMP AND SCREENING REQUIREMENTS:**

See attached ORENCO SYSTEMS, INC. DRAWING "2" for typical pump and screening requirements. Final VP, INC. approval is required prior to installation and is to be included in the Customer supplies engineered plans and specifications.

Also attached for engineering purposed is the ORENCO SYSTEMS, INC. Effluent pumps 1/2 Hp to 1 Hp Single Phase, 60 HZ 115/230 Volt PC#1 pump curves chart.

**WATER METER REQUIREMENTS:**

The water meter is to be included in the customer engineering plans and specifications and shall be equipped with a remote reading device which will permit the reading of the meter by Company personnel from outside of the Customer's premises. These plans and specifications are to be submitted to VP, INC for final approval of specified water meter.

**VP, INC. UTILITY**  
**SEWER AND WATER SERVICE CONNECTION AND**  
**SERVICE AGREEMENT**

**Exhibit "D"**

**HOOKUP FEE SCHEDULE:**

The cost of the sewer connection fee shall be Twenty-Two Thousand Five Hundred Dollars (\$22,500.00) and shall be paid within thirty-six (36) months or upon the close of the sale of any Hidden Lakes Lot, which ever occurs first.

**INITIAL RATE SCHEDULE:**

See Section 10, Rates, page 3 of this agreement.

1 Equivalent Residential Unit (ERU) at \$85.00 each, per month.

TOTAL MONTHLY WATER AND SEWER = \$85.00

**LATE CHARGES:**

A late charge of 10% of the amount due shall be charged for any payments that are not received within 30 days of the due date. In the event a default continues for more than 90 days after written notice of said default the company shall have the right to cancel said sewer and water service without further notice and Company may require Customer to purchase a new sewer and water hook up.

**ADDITIONAL TERMS:**

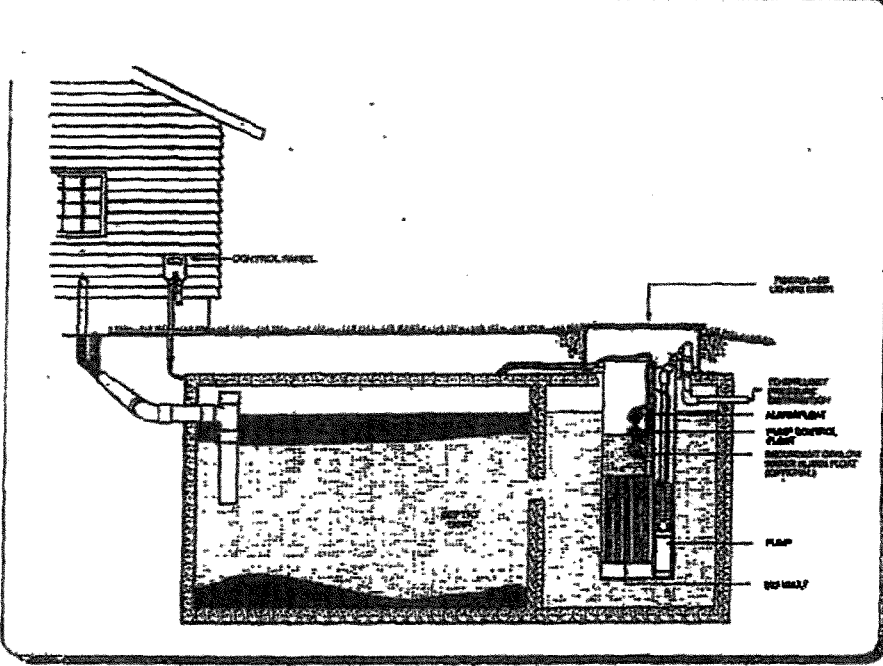
- a. Customer shall pay a monthly sewer and water service fee for one (1) Equivalent Residential Units ("ERUs") (currently \$85.00 per month).
- b. If this Service Agreement is terminated in accordance with the terms provided for herein, any person requesting a subsequent reconnection shall pay the difference between Twenty-Two Thousand Five Hundred Dollars (\$22,500.00) and the hookup fee being charged by the Company at that time.




**VP, Inc.**  
 PUMPS & SUPPLIES  
 4811 West Ave. • Canton, OH 44705  
 Phone (216) 444-2123 • Fax (216) 447-8713

**TWO COMPARTMENT CONCRETE SEPTIC WITH BIOTUBE EFFLUENT PUMPING SYSTEM**

**DRAWING**  
**S21**



**Standard Features:**

- Oranco Systems turbine style high head effluent pump manufactured specifically for wastewater applications. UL listed.
- Control/alarm panel with NEMA 4X enclosure, separate circuit protection for pump and alarm circuits, hand-off-auto switch, audible and visual high water alarm, and alarm-silence relay.
- Optional motor-start contactor, elapsed time meter, event counter, pump run light and redundant overflow water alarm features are also available.
- Oranco Systems pump vault with the Biotube effluent filter and quick release float assembly holder.
- Oranco Systems adjustable float switch assembly with S.J. Electro float switches.
- Oranco Systems PVC discharge assembly with full flow check valve, ball valve and union.
- Oranco Systems water tight access riser and lid.

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Rev. 2/15/91.

## **VP, INC. UTILITY AT**

### **THE IDAHO CLUB & DEVELOPMENT**

#### **REQUIREMENT FOR INDIVIDUAL SEPTIC SYSTEM TO SERVE SINGLE-FAMILY LOTS.**

Each lot will require a two compartment concrete septic tank with a "Biotube" effluent pumping system. Recommended components are as follows:

##### **Septic Tank:**

- Double compartment septic tank with a minimum liquid depth of 48" and minimum inside height of 57". Required access diameter for "Biotube" installation is 20" minimum.
- A minimum liquid capacity of 1000 gal. for homes up to 4 bedrooms, 1500 gal. for homes up to 6 bedrooms.
- Tanks must be supplied by a Panhandle Health District (PHD) approved supplier; and installed by a PHD approved installer.

##### **Effluent Pumping System:**

- 24" dia. PVC access riser, Orenco model RR2424.
- 24" fiberglass lid, Orenco model FL24-4B.
- 24" dia. ABS riser/tank adapter, Orenco model FTA
- "Biotube" pump vault, Orenco model PVUS7~1819.
- 1" discharge plumbing assembly, Orenco model HVIOOBPR.
- 1/2hp, 115V, 60Hz, effluent pump capable of providing a flow rate 5 gpm against a head of 200 feet. Orenco model P100511
- Epoxy encapsulated splice.
- Mechanical float switch assembly, Orenco model MF2.
- Simplex control panel. 115V, Orenco model A1.

Septic tank permits are required from Panhandle Health District, and inspection is required by VP, INC. Personnel.

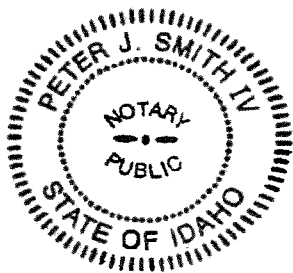
All provisions of the VP, INC. UTILITY Sewer and Water Service connection and service agreement are included with the above requirements by reference.

For additional information or to schedule an inspection contact: Robert Hansen, VP, INC., at  
(208) 265-4270.

STATE OF IDAHO            )  
  :SS  
County of Kootenai        )

On this 21<sup>st</sup> day of May, 2013, before me, a Notary Public in and for the state of Idaho, personally appeared Richard Brittain, known or identified to me to be the person whose name is subscribed to the within instrument as the Senior Vice President of Mountain West Bank, a division of Glacier Bank, Inc. and acknowledged to me that he executed the same as senior vice president of the corporation.

WITNESS my hand and official seal hereto affixed the day and year first above written.



PJS  
Notary Public for Idaho  
Residing at Coeur d'Alene  
Commission expires 9-15-2016

VP, INC. UTILITY  
SEWER AND WATER SERVICE CONNECTION AND  
SERVICE AGREEMENT

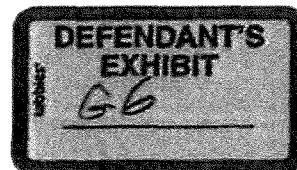
DEFINITIONS

1. COMPANY. Company is defined as the proprietor and owner of the water and wastewater facilities including all wells and associated storage, and distribution components; the sanitary sewer system, including all facilities for collecting, pumping, treating and disposing of sanitary waste.
2. CUSTOMER. The Customer is the one who has dominion over the real property mentioned herein and which is the subject of his ownership. The Customer warrants he has the right to make such use of the real property, consistent with the rights of others as the user may see fit.
3. MAINLINE OR MAINS. Mainline or mains is defined as that portion of the water distribution system that serves to supply water to the Customer service connection, or that portion of the sewer which serves as the outlet for the laterals.
4. SERVICE CONNECTION. Service connection is the union by junction of customers lateral line with the company's main line. Control of the service connection shall be exclusively with the Company.

CUSTOMER INFORMATION

LEGAL DESCRIPTION OF PROPERTY REQUESTING SERVICE.

|                |  |
|----------------|--|
| CUSTOMER NAME  | MOUNTAIN WEST BANK, a division of Glacier Bank, Inc. |
| LOT/PARCEL NO. | Lot 8 Block 1 Golden Tree Estate 5th Addition        |
| SECTION        | _____  |
| ADDRESS        | _____  |
| CITY           | Sandpoint  |
| COUNTY         | Bonner   |
| STATE          | Idaho  |



## RECITALS

A. Company owns, operates and maintains a water supply facility and a sanitary sewage facility at the Idaho Club Golf and Development subdivisions, located in Bonner County, State of Idaho, and on certain easements and rights-of-way in the vicinity of said development as shown in Exhibit "A" attached hereto.

B. Customer desires to utilize said water and sewage facilities to maintain the water supply and sanitary handling of sewage from certain real property hereinafter described in Exhibit "B" located near Sandpoint, Bonner County, State of Idaho.

C. Company and Customer desire to enter into an agreement concerning provisions for water usage and for the sanitary handling of sewage originating on user's real property.

Section 1. Grant of connection rights. Company hereby authorizes Customer the right to connect to Company's water and sewer service lines in the easement or right-of-way as shown and marked in Exhibit "C" attached hereto and incorporated herein by reference if capacity is available.

Section 2. Compliance with Specifications. Customer shall construct, at Customer expense, the connection into the Company's water and sewer lines in accordance with the Company's specification, and the Customer agrees to have the connection inspected by the Company's personnel before back-filling the trench connection the same.

Section 3. Work to be Performed - SEWER Customer will cause to be done the necessary engineering, preparation of plans and specifications for the construction of a sanitary sewer line of adequate size to connect to Company's mains. Said plans, engineering and specifications are subject to approval of Company. Said sanitary sewer lines will be constructed in accordance with the standards of, and subject to, receipt of a permit from the Board of Health from the State of Idaho or its duly authorized representative, a plumbing permit for the sewer service line by the Idaho Plumbing Bureau and any applicable permits required from any other governmental agency. Obtaining any permit shall be the responsibility of Customer.

Section 4. Work to be Performed - WATER. Customer will cause to be done the necessary engineering, preparation of plans and specifications for the construction of a water line of adequate size to connect to the Company's mains. Said plans, engineering and specifications are subject to approval of Company. Said water lines will be constructed in accordance with the standards of, and subject to, the provisions as set forth by the State of Idaho. A permit for the water service line shall be obtained from the Idaho Plumbing Bureau, and any applicable permits required from any other governmental agency shall be the responsibility of the Customer. The Customer shall install and maintain at the Customer's sole expense a service line which shall begin at the Company's service tap and extend to the dwelling or place of use.

Section 5. Cross Connection Control. All new water connections shall be made in compliance with the cross connection control program and subject to review by certified cross control specialists. The Customer agrees to eliminate before the initiation of service all past or present cross-connections in the Customer's system which could lead to a violation of the cross connection control protocol as set forth by the State of Idaho and administered by the Idaho Department of Environmental Quality (IDEQ).

Section 6. Cost of Connection. The water and sewer hookup fees and initial service rates are specified in Exhibit "D" attached hereto and incorporated herein by reference.

Section 7. Malfunction. The Company shall retain ownership of, and be responsible for maintenance of said water and sanitary system as shown in Exhibit "A" attached hereto and made a part hereof, but no liability shall attach to Company as a result of any malfunction of said system.

Section 8. Company's Duties and Responsibilities. The Company shall provide at its discretion for the buildings, residences and other improvements constructed in the areas and subdivisions served by the Company, water supply sufficient to meet the needs of and of a quality that meets or exceeds the regulated drinking water standards as set forth in the Safe Drinking Water Act and the standards as set for by the State of Idaho and regulated by the Idaho Department of Environmental Quality (IDEQ) and Wastewater service adequate for safe and sanitary collection, treatment and disposal of all domestic sewage from said building residences, and other improvements. Provided such duty does not arise unless and until Company authorizes connection as provided in Section 1 of this Agreement. The Company further agrees to operate the systems in accordance with regulations and recommendations of the State of Idaho as administered by IDEQ. The Company agrees to maintain its facilities at all times in good order and repair so that reasonably satisfactory service may be provided the Customers property.

Section 9. Interruptions or Delays in Service. Company shall use all reasonable diligence in providing a constant and uninterrupted supply of Utility Service to Customer following connection approval. However, Company reserves the right to temporarily interrupt or reduce the delivery of Utility Service under this Agreement when Company determines that such interruption or reduction is necessary or desirable in case of system emergencies or in order to make inspections, perform maintenance work, or make repairs, replacements or changes in its equipment on or off the premises of Customer.

Except in cases of emergency, Company shall give reasonable notice to Customer of any such interruption or reduction, stating the reason for, and probable duration of, such interruption or reduction to the extent of Company's knowledge.

Section 10. Rates. The Company reserves and has the right to establish and collect as a charge or charges for water and sewer service provided to the Customers or occupants of said real property and any improvements thereon, the initial rates as shown in Exhibit "D" attached hereto

and made a part hereof. Fees shall commence May 1, 2013. The Company shall commence service charges for sewer and water for any existing platted parcel upon closing of escrow by Customer or in the event sewer and water service are not available to the parcel upon closing of escrow by Customer then service charges shall commence upon connection to the sewer and water service to parcel or one year from the date sewer and water service were available for the Customer's parcel, whichever occur first. The Company has the right to adjust the service fees to keep pace with inflation, increased regulatory requirements, insure profitability, or acts of God resulting in increased operational cost to the Company. The Company has the right to charge a connection fee as set forth in the Settlement Agreement between the Company and Customer.

Section 11. Maintenance Responsibility. The Company shall have maintenance and repair responsibility of its water and sewer facilities, distribution and collection systems as it deems reasonable. Any and all maintenance and repair of any kind whatsoever on Customer's service connections, septic tanks, pumps or electrical components shall be the responsibility of the Customer. The Company has the authority at the Customer's expense to repair and maintain the Customer's septic tank and effluent pump system if the Company determines the Customer has neglected to repair or maintain their system.

Section 12. Right to Meter. Customer shall furnish, install and keep in good and safe condition a water metering device at the point of delivery on the customer's premises. Such meter shall be installed and maintained at Customer's expense and in conformity with the requirements of Company's rules and regulations. Furthermore, such meter shall be installed on or before the date Customer's service line is connected to Company's water main, with installation being made by a person certified as a plumbing contractor by the Idaho Plumbing Board. Such installation of water meter and connection of the service to the water main must be inspected and approved by Company prior to backfill. As-Built plans must be submitted to Company at least five (5) days prior to the time of water turn on.

The measure of the quantity of water provided to Customer as recorded by said meter shall be final and conclusive, except in those cases when the meter fails to register, or when measurements made by the meter during a test of such meter vary from a known standard used in such test, or if an error in meter reading occurs. In such cases, the quantity delivered during the period in question shall be estimated after due consideration of previous or subsequent properly measured deliveries. Said meter shall be equipped with a remote reading device which will permit the reading of the meter by Company personnel from outside the Customer's premises.

Section 13. Type of Service Connection – SEWER. Company facilities are designed for screened septic tank effluent only. Customer connections are either gravity or pumped septic tank effluent only.

Section 14. Non-assignment and Covenant. Customer agrees that it shall not assign any provision of the agreement except for the express permissions of Company made in



writing. Should Customer attempt to assign this agreement without the express permission of Company, Company shall have no obligation to provide water or sewer service to the new owner of the lot designated herein.

Company is not responsible for pump or septic tank installation, pump maintenance, tank maintenance, service installation or maintenance in any manner whatsoever; however, all of the foregoing are subject to the right of Company's inspection prior to installation and hookup to Company's sewer or water line and thereafter as Company deems reasonably necessary.

Section 15. Tank Pumping – SEWER. Septic tank maintenance is the sole responsibility of the Customer, and the Company assumes no liability for proper maintenance whatsoever. Septic tanks will require pumping periodically as solids accumulate in the tank and screens will require cleaning. Improper maintenance of septic tanks may cause serious operational problems within the wastewater facility and the Company reserves the right to have Customer tanks pumped and screens cleaned at Customer expense if proper maintenance is not performed on a timely basis. The Customer shall be required to submit records of septic tanks pumping to the Company after each tank is pumped. Customer is liable for any damage to Company wastewater facility arising from Customer failure to properly maintain septic tank.

Section 16. Liability. No liability of any kind whatsoever is created or assumed by Company by entering into this agreement, and further, Company is to be indemnified and held harmless from the maintenance and repair of main water or sewer lines and service connection line of users.

Section 17. Right of Way. Customer expressly grants, bargains, sells and quitclaims an express right-of-way for installation, maintenance, and repair of any lines, tanks, or pumps of Customer or anything whatsoever to Company. Said easement is described in Exhibit "A" attached hereto and incorporated herein by reference.

Section 18. Lien. Customer grants an express lien on the real property and improvements described in Exhibit "A" attached hereto and made a part hereof, for any and all charges and rate charges, fees, costs or expenses of Company, as per exhibit. Filing of appropriate lien documents shall be as Company deems reasonably necessary.

Section 19. Recording. This agreement shall be recorded in Bonner County, State of Idaho, land title records indicating the existence of this agreement and that any potential buyer, lessee, mortgagee or other person interested in purchasing and acquiring an interest in and to Customer's real property described in Exhibit "A" hereto, should contact Company in regard to any pending charges or maintenance due on Customer's water or sewer system. Customer agrees to the foregoing.

Section 20. Force Majeure. Company assumes no responsibility for interruption of service due to strikes, labor disputes, acts of God, or other circumstances beyond its reasonable control, including, but not limited to liability for power failure.

Section 21. Plumber or Representative. Customer agrees that he will not hire or permit anyone other than a licensed plumber or accredited representative of the Company to perform labor on Customer's water or sewer system.

Section 22. Non-damage. Customer agrees that he will not hire or permit anyone else to engage in any conduct that might or could cause damage to the water or sewer lines or any facilities connected therewith or Company.

Section 23. Scheduling of Service. Customer shall schedule booking onto its system as reasonably appropriate, this being understood to be between the First day of March, and the First day of November.

Section 24. Default. If the Customer defaults in the performance of any of the covenants, conditions, or agreements contained herein, Company at its election may terminate this Agreement and declare it void by giving written notice to the Customer at its address hereinafter stated, via certified mail, return receipt requested. Following an issuance of a notice of default, Company may disconnect any and all structures or facilities comprising its water and sewer system connecting to Customer. Any waiver or acquiescence by Company in any default or breach of this Agreement by Customer shall not operate as a waiver or estoppel of any legal or equitable rights Company may have under this Agreement, or by law.

Section 25. Attorney's Fees and Court Costs. It is mutually understood and agreed that in the event that performance of this Agreement is referred to an attorney, then the prevailing party shall be entitled to reasonable attorney's fees and costs, including fees on appeal.

Section 26. Use Limitation. This agreement relates to one (1) domestic service (Water and Sewer) connection and shall not entitle Customer to connect any additional structures or vehicles, permanent or temporary into Company's system at any point, except as specified in Exhibits "C" and "D".

Section 27. Modification. Any modification, alteration or amendment of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing and signed by each of the parties hereto or by an authorized representative thereof;

Section 28. Entire Agreement. This Agreement contains the entire agreement and understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements between them with respect to the subject matter hereof EXCEPT THE SETTLEMENT AGREEMENT DATED May 21, 2013. If there is a conflict between this Agreement and the Settlement Agreement dated May 21, 2013, the Settlement

VP, Inc.

Sewer and Water Agreement  
00608845.DOCX

Agreement shall control. Except as expressly set forth herein, there are no representations, agreements or understandings, oral or written, between the parties hereto relating to the subject matter of this Agreement.


Section 29. List of Exhibits. Attached hereto and made a part of this agreement are the following Exhibits:


1. Exhibit "A". Location of water and sewer mains, facilities, easements and rights of way in the vicinity of said development
2. Exhibit "B". Description of Customer's real estate or lot. Mailing address if different from service address.
3. Exhibit "C". Description of where Customer shall hookup to Company's water and sewer system. Description of septic tank, pump, and screening requirement for sewer service. Description of meter requirement for water service.
4. Exhibit "D". Hookup fee schedule, initial rate schedule.

IN WITNESS WHEREOF, each party has executed and signed this agreement this 21st day of May, 2013.

COMPANY;  
VP, INC.

CUSTOMER: MOUNTAIN WEST  
BANK, a division of Glacier Bank, Inc.

  
By: Richard A. Villotti  
Its: President

  
By: Richard Brittain  
Its: SUP/SAA

CUSTOMER'S MAILING ADDRESS:  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
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**SEWER AND WATER SERVICE CONNECTION AND**  
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The cost of the sewer connection fee for this lot has been paid.

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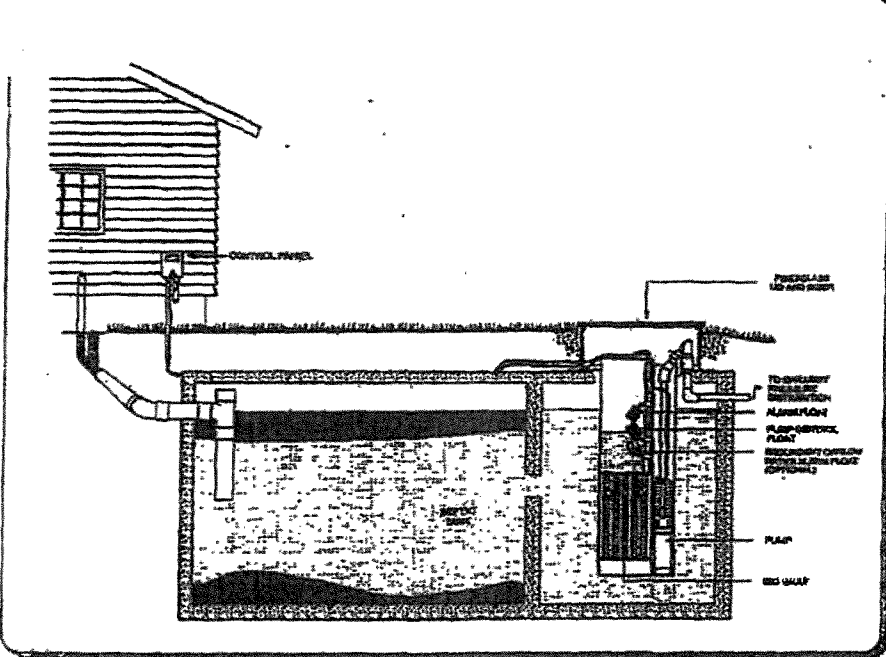
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**R.C. WORST & CO.**  
**PUMPS & SUPPLIES**  
 1835 Beecher Ave. • Canton #10, Mass. 02014  
 Phone (617) 864-2123 • Fax (617) 864-2775

**TWO COMPARTMENT CONCRETE SEPTIC WITH BIOTUBE EFFLUENT PUMPING SYSTEM**

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Rev. 2/1501.



**VP, INC. UTILITY AT**

**THE IDAHO CLUB & DEVELOPMENT**

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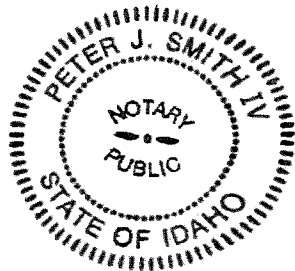
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For additional information or to schedule an inspection contact: Robert Hansen, VP, INC., at  
(208) 265-4270.

STATE OF IDAHO            )  
  :SS  
County of Kootenai        )

On this 21<sup>st</sup> day of May, 2013, before me, a Notary Public in and for the state of Idaho, personally appeared Richard Brittain, known or identified to me to be the person whose name is subscribed to the within instrument as the Senior Vice President of Mountain West Bank, a division of Glacier Bank, Inc. and acknowledged to me that he executed the same as senior vice president of the corporation.

WITNESS my hand and official seal hereto affixed the day and year first above written.



PJS e  
Notary Public for Idaho  
Residing at Coeur d'Alene  
Commission expires 9-15-2016