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COEUR D'ALENE TRIBE WATER RIGHTS SETTLEMENT AGREEMENT BETWEEN THE UNITED STATES, COEUR D'ALENE TRIBE, STATE OF IDAHO AND OTHER WATER USERS

1.0 INTRODUCTION

The purpose of this Agreement is to resolve, fully and finally, any and all federal reserved water right claims by the Coeur d'Alene Tribe on behalf of itself, and through the United States acting in its capacity as trustee for the Coeur d'Alene Tribe and Allottees, in the Coeur d'Alene-Spokane River Basin in Idaho.

2.0 PARTIES

This Agreement is dated as of the Effective Date and is entered into by and among the Coeur d'Alene Tribe ("Tribe"); the United States of America, acting as trustee for the Tribe and Allottees; the State of Idaho; Avista Corporation, a Washington corporation; HECLA Limited, a Delaware corporation; City of Coeur d'Alene, a municipality of the State of Idaho; Benewah County by and through its Board of County Commissioners; City of St. Maries, a municipality of the State of Idaho; City of Harrison, a municipality of the State of Idaho; Potlatch TRS Idaho LLC, a Delaware limited liability company; PotlatchDeltic Forest Holdings, LLC, a Delaware limited liability company; PotlatchDeltic Land & Lumber, LLC, a Delaware limited liability company; Buell Bros., Inc., an Idaho corporation; Jack A. Buell and Eleanor L. Buell, as individuals; Members of the North Idaho Water Rights Alliance, an Idaho unincorporated nonprofit association, as listed on Exhibit 1; the Members of the North West Property Owners Alliance, Inc., an Idaho unincorporated nonprofit association, as listed on Exhibit 2; Members of the Coeur d'Alene Lakeshore Property Owners Association as listed on Exhibit 3; and Hagadone Hospitality Co., an Idaho corporation (collectively "the Parties").

3.0 RECITALS

3.1 In 2008, the State of Idaho initiated a general stream adjudication entitled, *In re: The General Adjudication of Rights to the Use of*

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Water from the Coeur d'Alene-Spokane River Basin Water System (“CSRBA”), pursuant to Idaho Code § 42-1406B.

- 3.2 In 2014, the United States, as trustee for the Coeur d'Alene Tribe, filed 353 federal reserved water right claims in the CSRBA (as amended in part in 2023), which the Tribe joined.
- 3.3 In 2017, the Fifth Judicial District of the State of Idaho issued an entitlement decision on summary judgment regarding the federal reserved water right claims. *In re: CSRBA Case No. 49576*, Order on Motions for Summary Judgment dated May 3, 2017, as amended.
- 3.4 In 2019, the Idaho Supreme Court issued an opinion regarding entitlement, with the matter remanded to the CSRBA Court to proceed with quantification of the remaining federal reserved water right claims. *In re: CSRBA Case No. 49576 Subcase No. 91-7755*, 165 Idaho 517, 448 P.3d 322 (2019).
- 3.5 Recognizing that there is significant uncertainty with continued litigation that could affect the long-term well-being and expectations of all Parties, the Parties have agreed to permanently settle the federal reserved water rights of the Coeur d'Alene Tribe within the Reservation.
- 3.6 This Agreement achieves a final settlement of the federal reserved water right claims of the Coeur d'Alene Tribe and the United States as trustee for the Tribe and Allottees, in the CSRBA.

4.0 DEFINITIONS

The following definitions shall apply for purposes of this Agreement:

- 4.1 An Acre-foot Per Year or “AFY” is a volume of water sufficient to cover one (1) acre of land one (1) foot deep and is equal to three hundred twenty-five thousand, eight hundred fifty one (325,851) gallons per year.

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- 4.2 “Agreement” shall mean this Coeur d’Alene Tribe Water Rights Settlement Agreement and Exhibits 1 through 286, including any subparts, attached hereto.
- 4.3 “Allottee” or “Allottees” shall mean an individual Indian holding a beneficial interest in an allotment of Indian land that is:
- 4.3.1 located within the Reservation; and
 - 4.3.2 held in trust by the United States or in restricted fee.
- 4.4 “Coeur d’Alene Tribe” or “Tribe” means the Coeur d’Alene Tribe, a federally recognized tribe as defined in section 4 of the Indian Self-Determination and Education Assistance Act, 25 U.S.C. § 5304. The term “Tribe” includes the Tribe acting on behalf of itself and its members.
- 4.5 “Consumptive” has the meaning described by the Idaho Supreme Court in *In re CSRBA Case No. 49576 Subcase No. 91-7755*, 448 P.3d 322, 360, 165 Idaho 517, 555 (2019) as “water use [that] occurs when water is removed from the available supply without its return to the water supply system (this includes groundwater . . .).”
- 4.6 “CSRBA Court” means the District Court for the Fifth Judicial District of Idaho, presiding in the CSRBA.
- 4.7 “Effective Date” means the date on which the last Party, excluding the United States, signs this Agreement.
- 4.8 “Enforceability Date” means the date described in Section 9 of this Agreement.
- 4.9 “Including” and “include” mean including, but not limited to.
- 4.10 “Nonconsumptive” has the meaning described by the Idaho Supreme Court in *In re CSRBA Case No. 49576 Subcase No. 91-7755*, 448 P.3d 322, 360, 165 Idaho 517, 555 (2019) as “water use [that] does not deplete or divert the supply of water.”

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- 4.11 “Reservation” means the land within the exterior boundaries of the Coeur d’Alene Indian Reservation.
- 4.12 “Secretary” means the Secretary of the United States Department of the Interior, or the Secretary’s duly authorized representative.
- 4.13 “State of Idaho” includes any department or agency of the State government, and officers thereof.
- 4.14 “Subordinated” and “subordination” has the meaning described in Subsection 5.5 of this Agreement.
- 4.15 “Tribal Water Rights” means the federal reserved water rights described and set forth in the attached Exhibits 5 through 285 and Section 5.0 of this Agreement.
- 4.14 “United States” or “United States of America” means the United States, acting in all its capacities (as sovereign and trustee for the Tribe and Allottees) unless the capacity is otherwise indicated in a particular Section or Subsection of this Agreement.

5.0 TRIBAL WATER RIGHTS

The Tribe and the United States acting in its capacity as trustee for the Tribe shall have the following federal reserved water rights to satisfy the homeland purpose of the Reservation.

- 5.1 Generally applicable provisions.
 - 5.1.1 The Tribal Water Rights described in this Section 5.0 of this Agreement may be used in accordance with each of the decreed water rights and as described in this Agreement.
 - 5.1.2 All water rights for the Tribe shall be held in trust by the United States for the benefit of the Tribe. The Tribe shall not permanently alienate any portion of the Tribal Water Rights; and the nonuse of all, or any portion of, the Tribal Water Rights by the Tribe, or third parties as set forth in Section 7.0, shall not result in forfeiture, abandonment,

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relinquishment, or other loss of all, or any portion of, the Tribal Water Rights.

5.1.3 The Tribe shall have the authority to allocate, distribute, and administer the Tribal Water Rights within the Reservation pursuant to a Tribal Water Code adopted by the Tribe.

5.2 Consumptive Use Federal Reserved Water Rights.

5.2.1 The consumptive use federal reserved water rights set forth in Exhibits 5 through 54 may be used for any consumptive use purpose, including domestic, commercial, municipal, industrial uses (“DCMI”), and irrigation uses.

5.2.2 The consumptive use federal reserved water rights shall have a priority date of November 8, 1873, which is the date the Reservation was created.

5.2.3 The consumptive use federal reserved water rights set forth in Exhibit 6 (Water Right No. 92-10912) and Exhibit 41 (Water Right No. 95-16669) may also be used to augment the Tribe’s non-consumptive water right uses within the Reservation, including by means of diversion, at the discretion of the Tribe.

5.3 Non-Consumptive In-Stream Flow, Wetlands, Seeps and Springs Federal Reserved Water Rights.

5.3.1 Non-Consumptive In-Stream Flow Water Rights.

5.3.1.1 The non-consumptive in-stream flow water rights of the Tribe set forth in Exhibits 55 through 70 are to protect the fishing purpose of the Reservation.

5.3.1.2 The non-consumptive in-stream flow water rights have a priority date of time immemorial.

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5.3.2 Non-Consumptive Wetland Water Rights.

5.3.2.1 The non-consumptive wetland water rights set forth in Exhibits 71 through 260 are to protect the hunting, gathering, and cultural purposes of the Reservation.

5.3.2.2 The non-consumptive wetland water rights have a priority date of time immemorial.

5.3.3 Non-Consumptive Seeps and Springs Water Rights.

5.3.3.1 The non-consumptive seeps and springs water rights set forth in Exhibits 261 through 284 are to protect the hunting, gathering, and cultural purposes of the Reservation.

5.3.3.2 The non-consumptive seeps and springs water rights have a priority date of time immemorial.

5.4 Non-Consumptive Coeur d'Alene Lake Federal Reserved Water Right ("Lake Water Right").

5.4.1 The non-consumptive Lake Water Right, as set forth in Exhibit 285 (Water Right No. 95-16704), is to protect the fishing, hunting, gathering, and cultural purposes of the Reservation.

5.4.2 The place of use of the non-consumptive Lake Water Right is that portion of Coeur d'Alene Lake and its related waters located within the Reservation as stated on Exhibit 285. For purposes of this Agreement related waters are Chatcolet Lake, Round Lake, Benewah Lake, Hidden Lake and a portion of Black Lake, which are lakes inundated by Coeur d'Alene Lake within the Reservation. Related waters also include sloughs, wetlands and backwaters within the Reservation that are both hydrologically connected and adjacent to Coeur d'Alene Lake and the specifically listed

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“related waters” in this Subsection 5.4.2 and are inundated at certain times of the year.

5.4.3 The non-consumptive Lake Water Right provides that Coeur d’Alene Lake is currently regulated by dam operations at Post Falls, Idaho, which is governed by Federal Energy Regulatory Commission License No. 2545 (“FERC License”), in the name of Avista Corporation (“Avista”), and pursuant to water right nos. 95-4518, 95-8003, 95-9115, and 95-9119 (“Avista Water Rights”). The Lake Water Right does not seek to affect Avista’s present operations at Post Falls Dam pursuant to the FERC License but addresses the possibility that the dam could be removed or altered, and provides that the Tribe will have a federal reserved water right in the Lake for the purposes described in Subsection 5.4.1, as set forth in Exhibit 285 (Water Right No. 95-16704). The Lake Water Right does not have any artificial means of diversion that can be used to control the Lake level. It is recognized and acknowledged at the present time that the artificial means of diversion that can be used to control the Lake level is by Avista’s operation of Post Falls Dam.

5.5 Subordination of Tribal Water Rights

5.5.1 The Tribe and the United States as Trustee for the Tribe agree the Tribal Water Rights are subordinated to lawful diversion and beneficial use of:

5.5.1.1 Any state law-based water license, water permit, water right claim, or decreed water right, with a priority date of September 6, 2023, or earlier;

5.5.1.2 State law-based de minimis domestic water uses as defined by Idaho Code § 42-111, existing on September 6, 2023, or earlier; and

5.5.1.3 10,000 AFY of water for future state law-based water rights for DCMI uses (domestic uses include

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but are not limited to domestic uses as defined in Idaho Code § 42-111) from the following surface water sources: the Coeur d'Alene Lake, the mainstem of the St. Joe River, its surface water tributaries outside the Reservation, and the mainstem of the Coeur d'Alene River, its surface water tributaries outside the Reservation, including any groundwater hydrologically connected to the above-listed water sources.

5.5.1.3.1 Only DCMI water uses established after September 6, 2023, through the application, permit and license process in Title 42, Chapter 2, Idaho Code are entitled to the benefit of the subordination protection described in 5.5.1.3.

5.5.1.3.2 Of the 10,000 AFY listed above, no more than 500 AFY may be used from groundwater for municipal use by the municipalities of Tensed, Plummer, Worley, St. Maries, and Harrison. Provided, no point of diversion for any municipal use under this Subsection 5.5.1.3.2 may be within 1,000 feet of (a) the point of diversion of any Tribal Water Right existing at the time the new municipal right is developed; or (b) the place of use of any non-consumptive Tribal Water Right existing at the time the new municipal right is developed.

5.6 Information Sharing for Administration Purposes

5.6.1 The Parties agree to develop by December 31, 2026, or such other date as agreed to, a protocol governing (i) regular reporting from the Tribe to Idaho Department of Water Resources ("IDWR") of the use of the Tribal Water Rights set forth in Subsection 5.2, and the regular reporting from

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IDWR to the Tribe regarding the appropriation of water for future state-based water rights set forth in Subsection 5.5.1.3, and (ii) the regular reporting between IDWR and the Tribe as reasonably necessary for purposes of water right administration.

5.6.2 Once finalized, the reporting protocol will constitute Exhibit 286 of this Agreement but will not constitute a modification or amendment to this Agreement, provided it does not change any of the terms of this Agreement.

5.6.3 The Parties may, by mutual consent make future changes to Exhibit 286 in accordance with Section 12.11 of this Agreement.

6.0 RIGHTS OF ALLOTTEES

Except as otherwise provided by Congress in federal legislation confirming, ratifying, and authorizing this Agreement, this Section sets forth the rights of Allottees.

6.1 The provisions of section 7 of the Act of February 8, 1887, 25 U.S.C. § 381, relating to the use of water for irrigation purposes shall apply to Allottees within the Reservation. Water rights of Allottees shall be held in trust by the United States for the benefit of the Allottees consistent with this Section.

6.2 Entitlements to Water.

6.2.1 Any entitlement to water of an Allottee under federal law shall be satisfied solely from the Tribe's consumptive use water rights described in Subsection 5.2, except that with respect to Exhibit 6 (Right No. 92-10912), Exhibit 41 (Right No. 95-16669), and Exhibit 44 (Right No. 95-16677), the satisfaction of an Allottee to any entitlement to water shall be limited to the consumptive use quantities claimed by the United States in and on file with the CSRBA Court.

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6.2.2 Allottees shall be entitled to a just and equitable allocation of water for irrigation purposes, to be enforceable under Subsections 6.3 to 6.5.

6.3 Claims.

6.3.1 Before asserting any claim against the United States under section 7 of the Act of February 8, 1887, 25 U.S.C. § 381, or any other applicable law, to seek a just and equitable allocation of water for irrigation purposes under Subsection 6.2.1. of this Agreement, an Allottee shall exhaust remedies available under Tribal law pursuant to a Tribal Water Code.

6.3.2 After the exhaustion of all remedies available under Tribal law pursuant to a Tribal Water Code an Allottee may seek relief under section 7 of the Act of February 8, 1887, 25 U.S.C. § 381, or other applicable law, to seek a just and equitable allocation of water for irrigation purposes under Subsection 6.2 of this Agreement.

6.4 The Tribe shall enact a Tribal Water Code to protect the rights of Allottees consistent with Section 6.0 of this Agreement.

6.5 The Secretary shall have the authority to protect the rights of Allottees in accordance with Section 6.0 of this Agreement.

6.6 In the event that Section 6.0 of this Agreement and federal legislation confirming, ratifying, and authorizing this Agreement conflict, the Parties agree and understand that the federal legislation will control. The Parties further agree that any such conflicts will not require a modification or amendment of this Agreement.

7.0 LEASE OF TRIBAL WATER RIGHTS

7.1 The lease or rent of the consumptive use Tribal Water Rights pursuant to this Section 7.0 is subject to Subsection 5.1.2.

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- 7.2 The Tribe shall be entitled to lease any portion of the consumptive use Tribal Water Rights within the Reservation, in accordance with:
- 7.2.1 This Agreement;
 - 7.2.2 Federal legislation enacted by Congress confirming, ratifying, and authorizing this Agreement; and
 - 7.2.3 Tribal law pursuant to a Tribal Water Code adopted by the Tribe.
- 7.3 The Tribe shall be entitled to lease or rent any portion of the consumptive use Tribal Water Rights outside the Reservation consistent with the laws of the State of Idaho, including the Idaho Water Resource Board, and its regulations and procedures.
- 7.4 The Tribe may establish a local water supply bank consistent with proposed state legislation attached hereto as Exhibit 4, which shall be known as the Coeur d'Alene Tribal Water Bank under which consumptive use Tribal Water Rights can be leased into and rented from the Tribal Water Bank to third parties outside the Reservation within the State of Idaho. The Parties, excluding the United States, agree to cooperate in seeking to obtain approval of the Tribal Council and the Idaho Legislature of the proposed state legislation.

8.0 WAIVERS, RELEASES, AND RETENTION OF CLAIMS

- 8.1 Waivers and Releases.
- 8.1.1 Waiver and Release of Claims by the Tribe and United States as Trustee for the Tribe. Subject to the reservation of rights and retention of claims under Subsection 8.2, as consideration for recognition of the Tribal Water Rights and other benefits described in this Agreement and federal legislation confirming, ratifying and authorizing this Agreement, the Tribe, acting on behalf of the Tribe and

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members of the Tribe (but not any member of the Tribe as an Allottee), and the United States, acting as trustee for the Tribe and the members of the Tribe (but not any member of the Tribe as an Allottee) hereby, as of the Enforceability Date, waive, release, relinquish, and abandon, with prejudice all claims relating to, or arising from all claims for federal reserved water rights, not agreed to in Section 5 and Exhibits 5 through 285 of this Agreement, within the State of Idaho that the Tribe, or the United States acting as trustee for the Tribe, asserted or could have asserted in any proceeding, including a State of Idaho general stream adjudication, on or before the Enforceability Date, except to the extent that such a right is recognized in this Agreement or federal legislation confirming, ratifying and authorizing this Agreement.

8.1.2 Waiver and Release of Claims by United States as Trustee for Allottees. Subject to the reservation of rights and the retention of claims under Subsection 8.2 of this Agreement, as consideration for recognition of the Tribal Water Rights and other benefits described in this Agreement and federal legislation confirming, ratifying, and authorizing this Agreement, the United States, acting as trustee for Allottees hereby, as of the Enforceability Date, waives, releases, relinquishes, and abandons, with prejudice all claims for federal reserved water rights, not agreed to in Section 6.0 of this Agreement, within the Reservation that the United States, acting as trustee for Allottees, asserted or could have asserted in any proceeding, including a State of Idaho general stream adjudication, on or before the Enforceability Date, except to the extent that such a right is recognized in this Agreement or federal legislation confirming, ratifying, and authorizing this Agreement.

8.1.3 Waiver and Release of Claims by the Tribe Against the United States. Subject to the reservation of rights and retention of claims under Subsection 8.2, the Tribe, acting

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on behalf of the Tribe, and members of the Tribe (but not any member of the Tribe as an Allottee) hereby, as of the Enforceability Date, waives and releases with prejudice all claims against the United States (including any agency or employee of the United States) arising before the Enforceability Date relating to:

- 8.1.3.1 Water rights within the State of Idaho that the United States, acting as trustee for the Tribe, asserted or could have asserted in any proceeding, including a State of Idaho general stream adjudication, except to the extent that such rights are recognized as part of the Tribal Water Rights;
- 8.1.3.2 Foregone benefits from nontribal use of water, on and off the Reservation (including water from all sources and for all uses);
- 8.1.3.3 Damage, loss, or injury to water, water rights, land, or natural resources due to loss of water or water rights (including damages, losses, or injuries to hunting, fishing, gathering, or cultural rights due to loss of water or water rights, claims relating to interference with, diversion, or taking of water, or claims relating to a failure to protect, acquire, replace, or develop water, water rights, or water infrastructure) within the State of Idaho;
- 8.1.3.4 A failure to establish or provide a municipal, rural, or industrial water delivery system on the Reservation;
- 8.1.3.5 The litigation of claims relating to any water right of the Tribe in the State of Idaho; and
- 8.1.3.6 The negotiation, execution, or adoption of this Agreement or federal legislation confirming, ratifying and authorizing this Agreement.

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8.2 Reservation of Rights and Retention of Claims.

Notwithstanding the waivers and releases in Subsections 8.1.1., 8.1.2., and 8.1.3, the Tribe acting on behalf of itself, and the United States shall retain all applicable claims relating to:

8.2.1 The enforcement of claims accruing before and after the Enforceability Date relating to water rights recognized under:

8.2.1.1 This Agreement;

8.2.1.2 Any partial or final decree; or

8.2.1.3 Federal legislation confirming, ratifying, and authorizing this Agreement.

8.2.2 Activities affecting the quality of water, including any claims under:

8.2.2.1 The Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§ 9601 et seq., including damages to natural resources;

8.2.2.2 The Safe Drinking Water Act, 42 U.S.C. § 300f et seq.;

8.2.2.3 The Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 et seq. (commonly referred to as the Clean Water Act); and

8.2.2.4 Any regulations implementing the Acts described in Subsections 8.2.2.1 through 8.2.2.3 of this Agreement.

8.2.3 All rights to use and protect water rights acquired after the Effective Date.

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8.2.4 All claims for damages, losses, or injuries to land or natural resources that are not due to loss of water or water rights, including hunting, fishing, gathering, and cultural rights.

9.0 ENFORCEABILITY DATE

The waivers and releases of claims under Subsection 8.1 shall be enforceable on the date the Secretary publishes in the Federal Register a statement of findings that:

9.1.1 The CSRBA Court has approved this Agreement and issued the partial decrees for the water rights identified in Exhibits 5 through 285;

9.1.2 All amounts of federal funding authorized by Congress in federal legislation confirming, ratifying, and authorizing this Agreement have been appropriated;

9.1.3 The Tribe has ratified this Agreement;

9.1.4 The Legislature of the State of Idaho has ratified this Agreement and legislation required in Subsection 7.4; and

9.1.5 The waivers and releases described in Subsections 8.1.1, 8.1.2 and 8.1.3 have been executed by the Tribe and the Secretary.

10.0 FEDERAL LEGISLATION

10.1 The Tribe shall seek Congressional authorization and appropriation of federal funding in federal legislation required by this Agreement.

10.2 The Tribe intends to seek \$500 million in federal funding; however, the Parties understand that any federal funding is subject to approval by Congress and the final amount, whether more or less, approved by Congress will not be considered a modification or amendment of this Agreement.

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10.3 Funding sought and obtained through federal legislation may be used by the Tribe for the following purposes:

- 10.3.1 Agreement implementation;
- 10.3.2 The administration, implementation, and management of the Tribal Water Rights consistent with this Agreement, and the regulation and administration of such water rights within the Reservation, including such infrastructure as is necessary to meet related programmatic needs;
- 10.3.3 To plan, design, construct, operate, maintain, and replace water distribution and treatment systems within the Reservation;
- 10.3.4 To plan, design, and construct irrigation facilities within the Reservation;
- 10.3.5 To establish and implement a voluntary well relocation program that would allow for any existing well to be relocated in the event of a conflict between Tribal Water Rights contained in Exhibits 5 through 285 and a state law-based water right, subject to written agreement by the state law-based water right holder;
- 10.3.6 Restoration work within the Reservation to augment Tribal Water Rights contained in Exhibits 5 through 285;
- 10.3.7 Groundwater studies within the Reservation;
- 10.3.8 Fish hatcheries and related activities within the Reservation or the State of Washington; and

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- 10.3.9 To comply with federal environmental laws for any use authorized under this Agreement or federal legislation confirming, ratifying, and authorizing this Agreement.
- 10.4 Any modifications to the purposes described in Subsection 10.3 by Congress in confirming, ratifying and authorizing this Agreement must be consistent with this Agreement and the implementation of any additional purposes must be within the Reservation.
- 10.5 Federal Legislation Land Acquisition Provisions
- 10.5.1 The Parties, excluding the United States, agree, notwithstanding Subsection 10.3, to support language in federal legislation allowing the Tribe to use any funding described in Subsection 10.2 to acquire land from willing sellers within the Reservation that will be held in trust by the United States for the benefit of the Tribe. This includes legislative provisions that would allow either (1) the Tribe to purchase land outside the Reservation solely for the exchange of land owned by the State or private landowners within the Reservation that the State or private landowners desire to exchange; or (2) the United States to exchange federal land located outside the Reservation for land owned within the Reservation by the State or private landowners that the State or private landowner desire to exchange; provided that any land purchased or exchanged in accordance with this Subsection 10.5.1 within the Reservation will be held by the United States in trust for the benefit of the Tribe.
- 10.5.2 Nothing in this Subsection 10.5 otherwise limits the acquisition of land by the Tribe outside of the State of Idaho.

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10.5.3 The Tribe will incorporate express language into any proposed federal legislation confirming, ratifying, and authorizing this Agreement for in lieu payments to all applicable local Idaho governments to compensate for lost tax revenue caused by new land acquisitions by the Tribe within the Reservation utilizing funding received pursuant to this Agreement. The other Parties, excluding the United States, agree to support such language in such federal legislation. Federal funding for this purpose is in addition to the amounts sought in Subsection 10.2 and will be provided directly to Benewah and Kootenai counties for distribution to such local Idaho governments, but may not restrict the amount of land that can be acquired by the Tribe pursuant to this Agreement. However, the Parties understand that any federal funding is subject to approval by Congress and the final amount approved by Congress will not be considered a modification or amendment of this Agreement.

11.0 SATISFACTION OF CLAIMS

11.1 The benefits realized by the Tribe under this Agreement and federal legislation confirming, ratifying, and authorizing this Agreement shall be in complete replacement of, complete substitution for, and full satisfaction of, all claims of the Tribe waived and released pursuant to Subsections 8.1.1 and 8.1.3 of this Agreement.

11.2 The benefits realized by Allottees under this Agreement and federal legislation confirming, ratifying, and authorizing this Agreement shall be in complete replacement of, complete substitution for, and full satisfaction of:

11.2.1 All claims waived and released pursuant to Subsection 8.1.2; and

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11.2.2 Any claims of an Allottee against the United States that an Allottee asserted or could have asserted that are similar in nature to a claim described in Subsection 8.1.2.

12.0 OTHER PROVISIONS

- 12.1 The Parties, including the United States as trustee but excluding the United States in other capacities, agree that the lawful diversion and beneficial use of water, pursuant to the water rights subject to the subordination provisions in Subsection 5.5 of this Agreement by an owner of state law-based water rights and the Tribal Water Rights decreed pursuant to this Agreement does not constitute a violation of the Clean Water Act. This provision does not preclude any party from asserting their rights, if any, arising from the discharge of water into waters of the United States.
- 12.2 The Parties, excluding the United States, agree that as of the Effective Date of this Agreement, the lawful diversion and beneficial use of water, pursuant to the water rights subject to the subordination provisions in Subsection 5.5 of this Agreement by the owner of state law-based water rights and the Tribal Water Rights decreed pursuant to this Agreement do not result in the illegal taking, harassing or harming of protected species under the Endangered Species Act. To the extent this Subsection 12.2 precludes an action by the Tribe, the United States will not bring that action as Trustee for the Tribe. This provision shall not be used as legal or factual support for any defense to an action brought by the United States in any capacity other than Trustee for the Tribe.
- 12.3 The CSRBA Court shall retain jurisdiction to resolve disputes regarding implementation, enforcement, and administration of the Tribal Water Rights consistent with the terms of Title 42, Chapter 14, Idaho Code, as amended, and the McCarran Amendment, 43 U.S.C. § 666; provided, that disputes between or among the Tribe, its members, and Allottees shall remain subject to tribal or federal jurisdiction, as applicable.

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- 12.4 The Idaho Department of Water Resources shall retain authority to administer state law-based water rights within the Reservation. The Tribal Water Rights will be administered pursuant to a Tribal Water Code applicable within the Reservation. Nothing in the Tribal Water Rights otherwise affects the jurisdiction of the Tribe within the Reservation.
- 12.5 Except for disputes between or among the Tribe, its members, and Allottees or matters related to the Tribal Water Code disputes based on this Agreement shall be brought before the CSRBA Court.
- 12.6 The Parties recognize that the United States, the State of Idaho, and Tribe will need to enact necessary laws to effectuate and implement this Agreement.
- 12.7 The Parties agree to cooperate and work together to implement this Agreement.
- 12.8 The Parties recognize that the law dealing with federal reserved Indian water rights is a subject of ongoing litigation and agree that subsequent changes, developments, or interpretations in such law shall not change the enforceability of this Agreement and the decreed Tribal Water Rights based on Exhibits 5 through 285.
- 12.9 This Agreement, including all Exhibits, as may be amended, contains the entire agreement between the Parties concerning the subject matter hereof and supersedes any and all prior agreements. The execution of this Agreement has not been induced by any Party, or any agent of any Party, by representations, promises, or undertakings not expressed herein and, further, there are no collateral agreements, stipulations, covenants, promises, inducements, or undertakings whatsoever between any Parties concerning this Agreement except those which are expressly contained herein.

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12.10 Entire Understanding.

- 12.10.1 This Agreement constitutes the entire understanding among the Parties. Evidence of conduct or statements made in the course of negotiating this Agreement, including previous drafts of this Agreement, is inadmissible in any legal proceedings.
- 12.10.2 Nothing in this Agreement shall be construed or interpreted to limit, diminish, modify or enlarge any adjudicatory, regulatory, or legislative jurisdiction of the United States, the Tribe, or the State of Idaho.

12.11 Modifications to Agreement and Amendments to Exhibits.

- 12.11.1 Subject to Subsections 5.6, 6.6, 10.2, 10.4, and 10.5.3, no modification of this Agreement after the Effective Date shall be effective unless it is in writing and signed by all Parties excluding the United States; provided, however, that no modification affecting the rights of Allottees shall be effective until approved by the Secretary; and provided further that no modification may violate any provisions of the legislation enacted by the U.S. Congress or the State of Idaho Legislature.
 - 12.11.1.1 Notwithstanding Subsection 12.11.1 technical corrections may be made to the Tribal Water Rights set forth in Exhibits 5 through 285 as part of the court approval process in consolidated subcase 91-7775 pending in the CSRBA and such technical corrections shall not be considered amendments to this Agreement.
- 12.11.2 After entry of the final decree in the CSRBA, no Tribal Water Rights decreed based on Exhibits 5 through 285 to this Agreement may be amended without approval of the CSRBA Court.

12.12 Authority to Execute.

EXECUTION VERSION

By signing this Agreement each signatory represents and warrants that he or she has the delegated legal authority to execute it.

12.13 A complete and correct copy of any other document arising from this Agreement will be provided to every Party following the document's finalization, including final signature.

12.14 This Agreement shall be binding on and inure to the benefit of and be enforceable by the Parties and each Party's respective legal representatives, successors, or heirs.

12.15 Duplicate Originals and Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall constitute an original, and all of which, when taken together, shall constitute one and the same instrument. This Agreement also may be executed in duplicate originals, each of which shall constitute an original Agreement.

EXECUTION VERSION

UNITED STATES OF AMERICA, as trustee on behalf of the COUER
D'ALENE TRIBE and Allottees

Secretary of the Interior

Dated

EXECUTION VERSION

COEUR D'ALENE TRIBE

Chief Allan
Chief Allan
Chairman

2-19-26
Dated

EXECUTION VERSION

STATE OF IDAHO



Brad Little
Governor

2/23/2026

Dated



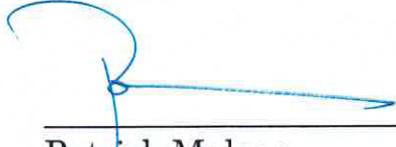
Raúl Labrador
Attorney General

2/23/26

Dated

EXECUTION VERSION

HECLA LIMITED



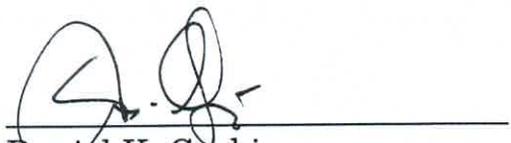
Patrick Malone
Vice President – Sustainability

2/25/26

Dated

EXECUTION VERSION

CITY OF COEUR D'ALENE

A handwritten signature in black ink, appearing to read 'D. Gookin', is written over a horizontal line.

Daniel K. Gookin
Mayor

2-19-2026

Dated

EXECUTION VERSION

BENEWAH COUNTY



Philip R. Lampert
Chairman

2/23/2026

Dated

EXECUTION VERSION

CITY OF ST. MARIES



Tina Thomson
Mayor

2/26/26

Dated

EXECUTION VERSION

CITY OF HARRISON

Wanda Irish

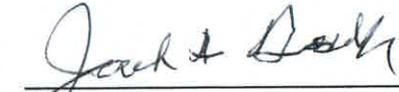
Wanda Irish
Mayor

2-26-26

Dated

EXECUTION VERSION

BUELL BROS., INC., AN IDAHO CORPORATION



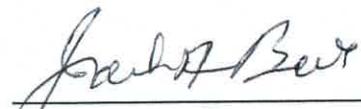
Jack A. Buell
President

02-22-2020

Dated

EXECUTION VERSION

JACK A. BUELL AND ELEANOR L. BUELL, AS INDIVIDUALS



Jack A. Buell

2-24-2020

Dated



Eleanor L. Buell

2-26-2020

Dated

EXECUTION VERSION

POTLATCH TRS IDAHO LLC



Mark R. Bridwell
Executive Vice President and
Corporate Secretary

2/23/26

Dated

EXECUTION VERSION

POTLATCHDELTIC FOREST HOLDINGS, LLC



Mark R. Bridwell
Executive Vice President and
Corporate Secretary

2/23/26

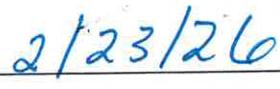
Dated

EXECUTION VERSION

POTLATCHDELTAIC LAND & LUMBER, LLC



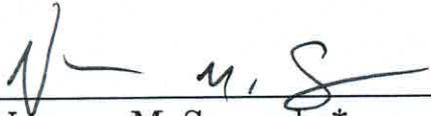
Mark R. Bridwell
Executive Vice President and
Corporate Secretary



Dated

EXECUTION VERSION

MEMBERS OF THE NORTH IDAHO WATER RIGHTS ALLIANCE



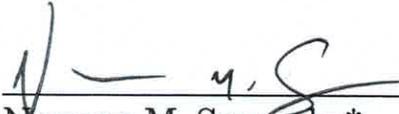
Norman M. Semanko*

February 23, 2026
Dated

**Signing as attorney of record authorized to consent to this Settlement Agreement on behalf of each of the individuals who are part of the North Idaho Water Rights Alliance as listed on Exhibit 1*

EXECUTION VERSION

THE MEMBERS OF THE NORTH WEST PROPERTY OWNERS
ALLIANCE, INC.



Norman M. Semanko*

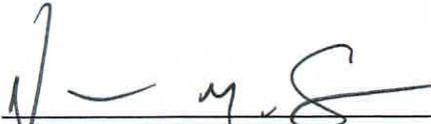
February 23, 2026

Dated

**Signing as attorney of record authorized to consent to this Settlement Agreement on behalf of each of the individuals who are part of the North West Property Owners Alliance, Inc. as listed on Exhibit 2*

EXECUTION VERSION

MEMBERS OF THE COEUR D'ALENE LAKESHORE PROPERTY OWNERS ASSOCIATION



Norman M. Semanko*

February 23, 2026
Dated

**Signing as attorney of record authorized to consent to this Settlement Agreement on behalf of each of the individuals who are part of the Coeur d'Alene Lakeshore Property Owners Association as listed on Exhibit 3*

EXECUTION VERSION

HAGADONE HOSPITALITY CO.



Mont Garman
Secretary

2/19/2026

Dated

EXECUTION VERSION

AVISTA CORPORATION D/B/A AVISTA UTILITIES



Heather Rosentrater
President and CEO

2/18/2026

Dated