

(Above 3" Space for Recorder's Use Only)

Recording Requested By and
After Recording, Return to:

The Towers, LLC
750 Park of Commerce Drive, Suite 200
Boca Raton, Florida 33487
Attn: Allison Cannella, Esq.

Cross Reference:
Instrument No. 1034913
Bonner County, Sandpoint, Idaho

**FIRST AMENDMENT TO OPTION AND LEASE AGREEMENT AND FIRST AMENDMENT TO
MEMORANDUM OF OPTION TO LEASE**

This First Amendment to Option and Lease Agreement and First Amendment to Memorandum of Option to Lease (this "**Amendment**") is entered into and made effective as of July 11th, 2025 and is by and between **Donald R. Miller and Iris N. Miller**, a married couple ("**Current Landlord**"), **Donald R. Miller and Edie N. Miller, a/k/a Iris N. Miller**, a married couple ("**Landlord**"), having an address at 405 Woodland Drive, Sandpoint, Idaho 83864, and **The Towers, LLC**, a Delaware limited liability company, known in Idaho as The Towers of Idaho, LLC, having an address at 750 Park of Commerce Drive, Suite 200, Boca Raton, Florida 33487 ("**Tenant**"). Landlord and Tenant may be referred to herein as "**Party**" or jointly as "**Parties**."

W I T N E S S E T H:

A. Current Landlord and Tenant' entered into that certain Option and Lease Agreement dated June 18, 2024 (the "**Agreement**"), as memorialized by a certain Memorandum of Option to Lease dated June 18, 2024, and recorded on June 26, 2024, at Instrument No. 1034913 in Bonner County, State of Idaho (the "**Memorandum**").

B. Landlord and Tenant mutually desire to amend the Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the Landlord and Tenant agree as follows:

1. **Recitals, Definitions.** The recitals set forth above are accurate and hereby incorporated into the Agreement by reference thereto. All capitalized terms not defined herein shall have the same meaning set forth in the Agreement and/or Memorandum, as applicable.

2. **Ratification.** Except as amended herein, all of the terms and conditions of the Agreement and Memorandum are hereby ratified and confirmed in all respects and shall remain unchanged and continue in full force and effect.

AMENDMENT

3. Current Landlord and Tenant agree and acknowledge that Current Landlord's name under the Agreement was incorrectly referenced. Current Landlord's name under the Agreement shall, by this First Amendment, be changed to the name set forth in the preamble of this First Amendment as Landlord. Landlord hereby ratifies and confirms the terms and conditions of the Agreement and agrees to be bound by the terms and conditions thereunder.

4. Landlord and Tenant hereby agree that **Exhibit 1** to the Agreement and **Exhibit A** to the Memorandum are to be replaced and, therefore, **Exhibit 1** to the Agreement and **Exhibit A** to the Memorandum are hereby deleted in their/its entirety and replaced with the new **Exhibit 1** to the Agreement and **Exhibit A** to the Memorandum annexed hereto and made a part hereof.

5. Landlord and Tenant hereby agree that **Exhibit 2** to the Agreement is to be replaced and, therefore, **Exhibit 2** to the Agreement is hereby deleted in its entirety and replaced with the new **Exhibit 2** to the Agreement annexed hereto and made a part hereof.

6. **Conflict.** In the event of any conflict between the terms of this Amendment and the Agreement and/or the Memorandum, the terms of this Amendment shall govern and supersede those set forth in the Agreement and/or Memorandum, as applicable.

7. **Successors and Assigns.** This Amendment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

8. **Binding Effect.** This Amendment shall be binding upon the heirs, legal representatives, successors and permitted assigns of the parties. The parties shall execute and deliver such further and additional instruments, agreements and other documents as may be necessary to evidence or carry out the provisions of this Amendment.

9. **Representations and Warranties.** To the extent applicable, each party hereby represents and warrants to the other party that such party: (a) is a duly authorized and existing entity; (b) is qualified to do business in the state in which the Property is located; and (c) has full right and authority to execute and enter into this Amendment and to perform the obligations imposed upon such party without the consent of any other party or person. Further, each of the persons executing this Amendment on behalf of such party hereby represents and warrants that such person is authorized to do so.

10. **Entire Agreement.** This and any attachments, which are hereby incorporated into and made a part of this Amendment, set forth the entire agreement between the parties with respect to the matters set forth herein. There have been no additional oral or written representations or agreements.

11. **Authority to Sign.** Each signatory of this Amendment represents hereby that he or she has the authority to execute and deliver the same on behalf of the party hereto for which such signatory is acting.

12. **Counterparts.** This Amendment may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

[signatures on the following pages]

IN WITNESS WHEREOF, the Parties have executed this Amendment effective as of the day and year first above-written.

WITNESSES:	LANDLORD:
<u><i>LaCera Boothe</i></u> Name: <u>LaCera Boothe</u>	<u><i>Donald R. Miller</i></u> Donald R. Miller
<u><i>Rex A. Finney</i></u> Name: <u>Rex A. Finney</u>	Date: <u>6-30-2025</u> <u><i>Iris N. Miller</i></u> Edie N. Miller, a/k/a Iris N. Miller
	Date: <u>6-30-25</u>

STATE OF Idaho

COUNTY OF Bonner

On this 30 day of June, in the year 2025, before me, Marcy Bloom, a Notary Public, personally appeared Donald R. Miller and Edie N. Miller a/k/a Iris N. Miller, known or identified to me (or proved to me on the oath of _____), to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.




Marcy Bloom
Notary Public

Print Name: Marcy Bloom

My Commission Expires: 12-6-25



[Tenant's Signature Page]

WITNESSES:	TENANT:
 Name: <u>Mahanor Nadeem</u>	The Towers, LLC a Delaware limited liability company  By: _____ Name: <u>Randy Wilson</u> <u>Vice President Development</u> Title: _____ Date: <u>7/11/25</u>
 Name: <u>Jeanne M. Bruning</u>	

STATE OF FLORIDA

Leasing Ops

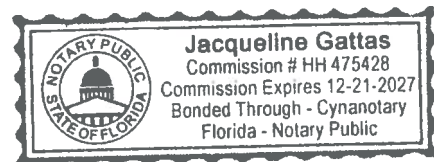
DS
RW

COUNTY OF PALM BEACH

On this 11th day of July, 20 25, before me Jacqueline Gattas, a Notary Public, personally appeared Randy Wilson (name of signatory), known or identified to me, to be the VP Development (title of signatory) of the company that executed the above instrument or the person who executed the instrument on behalf of said company and acknowledged to me that such company executed the same.

Notary Public 

Print Name: Jacqueline Gattas



My Commission Expires: 12/21/2027

EXHIBIT 1 (TO THE AGREEMENT)

EXHIBIT A (TO MEMORANDUM OF OPTION TO LEASE)

A portion of the Southwest Quarter of the Southwest Quarter for Section 3, Township 57 North, Range 2 West of the Boise Meridian, Bonner County, Idaho, described as follows:

Commencing at the corner common to Section 4, 9, 10 and 3, Township 57 North, Range 2 West of the Boise Meridian;
Thence North along the boundary line between Sections 3 and 4 a distance of 60 feet to the Real Point of Beginning;
Thence North 365 feet along the boundary line between Sections 3 and 4 to a point;
Thence East 200 feet to a point;
Thence South 365 feet to a point;
Thence West 200 feet to the Real Point of Beginning.

EXHIBIT 2

Premises

(below may be replaced with a final survey and legal description of the Premises)

LEASE AREA LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER FOR SECTION 3, TOWNSHIP 57 NORTH, RANGE 2 WEST OF THE BOISE MERIDIAN, BONNER COUNTY, IDAHO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A REBAR WITH CAP MARKED "PLS 6603" MARKING THE SOUTHWEST CORNER OF LOT 2 AS SHOWN ON MAP OF FISHER MOUNTAIN LODGE, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED IN BOOK 16 OF PLATS AT PAGE(S) 53, RECORDS OF BONNER COUNTY, IDAHO UNDER RECORDER'S INSTRUMENT NO. 981066, FROM WHICH A REBAR WITH CAP MARKED "PLS 6603" BEARS NORTH 00°21'20" EAST ALONG THE WEST LINE OF SAID LOT 2, 425.58 FEET; THENCE FROM SAID POINT OF COMMENCEMENT NORTH 00°21'20" EAST ALONG THE WEST LINE OF SAID LOT 2, 118.51 FEET; THENCE DEPARTING SAID WEST LINE OF LOT 2, NORTH 90°00'00" WEST, 59.81 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 90°00'00" WEST, 50.00 FEET;
THENCE NORTH 00°00'00" EAST, 50.00 FEET;
THENCE NORTH 90°00'00" EAST, 50.00 FEET;
THENCE SOUTH 00°00'00" EAST, 50.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 2500 SQUARE FEET (0.057 ACRES) OF LAND, MORE OR LESS.

30.00 FOOT WIDE ACCESS AND UTILITY EASEMENT LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER FOR SECTION 3, TOWNSHIP 57 NORTH, RANGE 2 WEST OF THE BOISE MERIDIAN, BONNER COUNTY, IDAHO, BEING A 30.00 FOOT WIDE STRIP OF LAND, LYING 15.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT A REBAR WITH CAP MARKED "PLS 6603" MARKING THE SOUTHWEST CORNER OF LOT 2 AS SHOWN ON MAP OF FISHER MOUNTAIN LODGE, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED IN BOOK 16 OF PLATS AT PAGE(S) 53, RECORDS OF BONNER COUNTY, IDAHO UNDER RECORDER'S INSTRUMENT NO. 981066, FROM WHICH A REBAR WITH CAP MARKED "PLS 6603" BEARS NORTH 00°21'20" EAST ALONG THE WEST LINE OF SAID LOT 2, 425.58 FEET; THENCE FROM SAID POINT OF COMMENCEMENT NORTH 00°21'20" EAST ALONG THE WEST LINE OF SAID LOT 2, 118.51 FEET; THENCE DEPARTING SAID WEST LINE OF LOT 2 NORTH 90°00'00" WEST, 59.81 FEET; THENCE NORTH 90°00'00" WEST, 50.00 FEET; THENCE NORTH 00°00'00" EAST, 25.00 FEET TO THE POINT OF BEGINNING.

THENCE NORTH 90°00'00" WEST, 60.21 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF WOODLAND DRIVE AND BEING THE POINT OF TERMINUS.

THE SIDELINES OF SAID STRIP ARE TO BE PROLONGED OR SHORTENED WESTEPLY TO THE EASTERLY RIGHT OF WAY OF WOODLAND DRIVE.

LANDLORD NAME, TITLE

VICINITY MAP
N.T.S.

BENCHMARK

PROJECT ELEVATIONS ESTABLISHED FROM GPS DERIVED ORTHOMETRIC HEIGHTS BY APPLICATION OF NGS GEOID 18' MODELED SEPARATIONS TO ELLIPSOID HEIGHTS DETERMINED BY RAW STATIC GPS DATA PROCESSED ON THE NGS OPUS WEBSITE. ALL ELEVATIONS SHOWN HEREON ARE REFERENCED TO NAVD83

BASIS OF BEARING

BEARINGS SHOWN HEREON ARE BASED UPON THE IDAHO ZONE WEST STATE PLANE COORDINATE SYSTEM BASED ON THE NORTH AMERICAN DATUM OF 1983(2011), DETERMINED BY RAW STATIC GLOBAL POSITIONING SYSTEM EQUIPMENT ON THE NGS OPUS WEBSITE.

IDAHO NOTE

LEASE AREA, ACCESS AND UTILITY EASEMENTS WERE NOT FIELD LOCATED PER THIS SURVEY AND ARE CONSIDERED PRELIMINARY IN NATURE. UPON FIELD LOCATING OR COMPLETING AN AS-BUILT OF THE LEASE AREA, ACCESS AND UTILITY EASEMENTS, A RECORD OF SURVEY WILL BE REQUIRED.

GRID-TQ-GROUND SCALE FACTOR NOTE

ALL BEARINGS AND DISTANCES ARE BASED ON THE IDAHO WEST ZONE (1103) STATE PLANE COORDINATE ZONE GRID. TO DERIVE GROUND DISTANCES DIVIDE BY 0.99987531

FLOOD ZONE

THIS PROJECT APPEARS TO BE LOCATED WITHIN FLOOD ZONE "X". ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP(S), MAP D #16017C0715E, DATED 11/18/2009

UTILITY NOTES

SUPERVISOR DOES NOT GUARANTEE THAT ALL UTILITIES ARE SHOWN OR THEIR LOCATIONS ARE DEFINITE. IT IS THE RESPONSIBILITY OF THE CONTRACTOR AND DEVELOPER TO CONTACT 811 AND ANY OTHER INVOLVED AGENCIES TO LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION REMOVAL, RELOCATION AND/OR REPLACEMENT IS THE RESPONSIBILITY OF THE CONTRACTOR.

SURVEYOR'S NOTES

CONTOURS DERIVED FROM DIRECT FIELD OBSERVATIONS AND FOLLOW THE CURRENT NATIONAL MAP STANDARDS FOR VERTICAL ACCURACY.

THE BOUNDARY SHOWN HEREON IS PLOTTED FROM RECORD INFORMATION AND DOES NOT CONSTITUTE A BOUNDARY SURVEY OF THE PROPERTY.

ALL DISTANCES SHOWN HEREON ARE GRID DISTANCES.

NO WETLANDS HAVE BEEN INVESTIGATED BY THIS SURVEY.

THE LEASED PREMISES IS CONTIGUOUS ALONG ITS COMMON BOUNDARIES TO THE ACCESS AND UTILITY EASEMENT, WHICH IN TURN IS CONTIGUOUS TO THE COMMON BOUNDARIES TO THE WOODLAND DRIVE RIGHT OF WAY, AND THERE ARE NO GAPS, CORES, SPACES OR OVERLAPS BETWEEN OR AMONG ANY OF SAID PARCELS OF LAND.

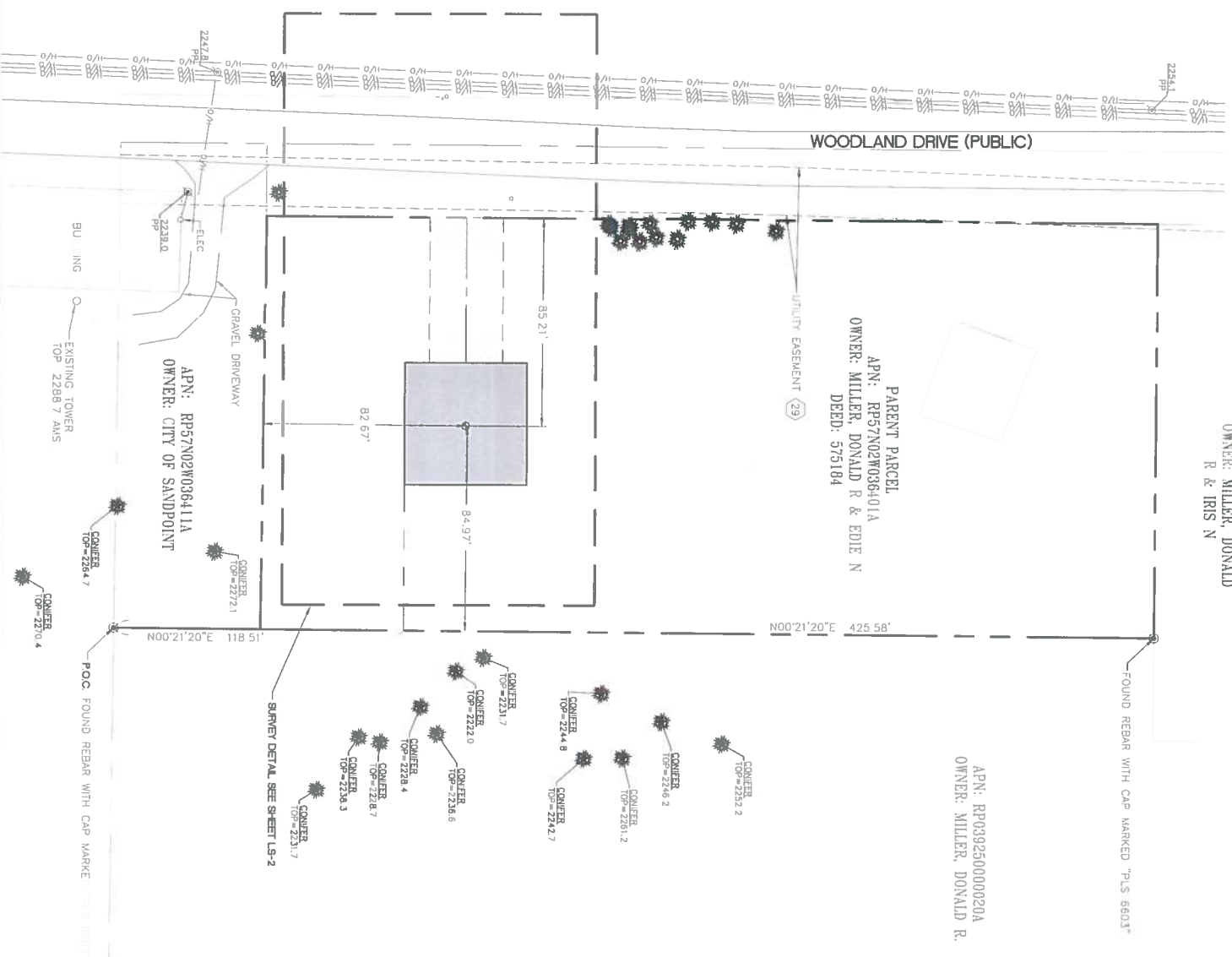
SURVEY WAS PREPARED FOR THE TOWERS, LLC

AT THE TIME OF THE SURVEY THERE WERE NO VISIBLE ENCROACHMENTS AFFECTING THE LEASE AREA OR ANY OF THE EASEMENTS.

THE LEASE AREA AND ALL EASEMENTS ARE ENTIRELY WITHIN THE PARENT PARCEL.

THE ACCESS AND UTILITY EASEMENT GOES TO A DEDICATED PUBLIC RIGHT OF WAY.

SURVEYOR HAS NOT PERFORMED A SEARCH OF PUBLIC RECORDS TO DETERMINE ANY DEFECT IN TITLE ISSUED.



LEGEND

AP	ASPHALT	0.000	UTILITY METER
NG	NATURAL GRADE	0	UTILITY POLE
P.O.B.	POINT OF BEGINNING		POSITION OF
P.O.C.	POINT OF COMMENCEMENT		GEODETIC COORDINATES
P.O.T.	POINT OF TERMINUS		SPOT ELEVATION
	AS NOTED		PINE TREES
	0/H	0/H	OVERHEAD LINES
			STREET CENTRALS
			SUBJECT PROPERTY LINE
			ADJACENT PROPERTY LINE
			LEASE AREA LIMITS
			MAJOR CONTOUR INTERVAL
			MINOR CONTOUR INTERVAL

verticalbridge
750 Park of Commerce Drive, Suite 200
Boca Raton, Florida 33487

PROJECT INFORMATION

SITE NAME:
THE SHERIFF

SITE ID:
US-ID-5107

SITE ADDRESS:
365 WOOLAND DRIVE
SANDPOINT, ID 83864
BONNER COUNTY

Rev	Date	Description	By
A	12/05/2024	PRELIMINARY	CK
0	01/07/2025	LEGALS (C)	AC
1	05/21/2025	TITLE (C)	AC

LAND SURVEY PREPARED BY



ambit consulting

1129 CORNWALL AVE
SUITE 301
BELLEVUE, WA 98025
PH: (425) 659-4072
www.ambitconsulting.us

Licensure No.

ALL SCALES ARE SET FOR 27.34" SHEET

ALL SCALES ARE SET FOR 22"x34" SHEET

DRAWN BY: CHK BY: APV BY:

CK	PD(1)	SB
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Sheet Title

SITE SURVEY

Sheet Number

5

PROJECT INFORMATION

SITE ID:
JS-ID-5107

Rev:	Date:	Description:	By:
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A	12/05/2024	PRELIMINARY	CK
0	01/07/2025	LEGALS (C)	AC
1	05/21/2025	TITLE (C)	AC

LICENSURE NO



ALL SCALES ARE SET FOR 22"x34" SHEET

Sheet Title.

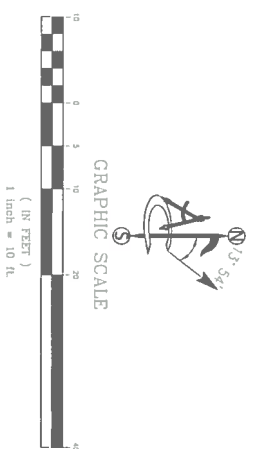
Sheet Number:

LS-2



AP	ASPHALT	Q ₁ 1/2	UTILITY METER
NG	NATURAL GRADE		UTILITY POLE
P.O.B.	POINT OF BEGINNING		POSITION OF
P.O.C.	POINT OF COMMENCEMENT		GEODETIC COORDINATES
P.O.T.	POINT OF TERMINUS		


 SPOT ELEVATION
 PINE TREES
 OVERHEAD LINES
 STREET CENTERLINES
 SUBJECT PROPERTY LINE
 ADJACENT PROPERTY LINE
 LEASE AREA LIMITS
 MAJOR CONTOUR INTERVAL
 MINOR CONTOUR INTERVAL



SCHEDULE "B" NOTE

REFERENCE IS MADE TO THE TITLE REPORT ORDER #W9-160582-C, ISSUED BY ALLIANCE TITLE & ESCROW, LLC, DATED MAY 7, 2025. ALL EASEMENTS CONTAINED WITHIN SAID TITLE REPORT AFFECTING THE IMMEDIATE AREA SURROUNDING THE LEASE HAVE BEEN PLOTTED

ITEMIZED NOTES:

1. ANY DEFECT, LIEN, ENCUMBRANCE, ADVERSE CLAIM, OR OTHER MATTER THAT APPEARS FOR THE FIRST TIME IN THE PUBLIC RECORDS OR IS CREATED, ATTACHES, OR IS DISCLOSED BETWEEN THE COMMITMENT DATE AND THE DATE ON WHICH ALL OF THE SCHEDULE B, PART 1 - REQUIREMENTS ARE MET, (THE EXCEPTION IS A STANDARD EXCEPTION AND NOT THE TYPE TO BE DEPICTED HEREON)
2. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY THE PUBLIC RECORDS, (THE EXCEPTION IS A STANDARD EXCEPTION AND NOT THE TYPE TO BE DEPICTED HEREON)
3. DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE IN AREA, ENCUMBRANCES, OR ANY OTHER FACTS WHICH A PERSONAL SURVEY OR INSPECTION OF THE LAND, AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS, (THE EXCEPTION IS A STANDARD EXCEPTION AND NOT THE TYPE TO BE DEPICTED HEREON)
4. EASEMENTS, OR CLAIMS OF EASEMENTS, NOT SHOWN BY THE PUBLIC RECORDS, (THE EXCEPTION IS A STANDARD EXCEPTION AND NOT THE TYPE TO BE DEPICTED HEREON)
5. ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR, OR MATERIAL HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS, (THE EXCEPTION IS A STANDARD EXCEPTION AND NOT THE TYPE TO BE DEPICTED HEREON)
6. (A) UNPATENTED MINING CLAIMS, (B) RESERVATIONS OR EXCEPTIONS IN PATENTS OR IN ACTS AUTHORIZING THE ISSUANCE HEREOF, OR EASEMENTS APPURTINANT TO WATER RIGHTS, CLAIMS, OR TITLE TO WATER, WHETHER OR NOT THE MATTERS EXCEPTED UNDER (A), (B), OR (C) ARE SHOWN BY THE PUBLIC RECORDS, (THE EXCEPTION IS A STANDARD EXCEPTION AND NOT THE TYPE TO BE DEPICTED HEREON)
7. TAXES OR SPECIAL ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS BY THE PUBLIC RECORDS OF ANY TAXING AGENCY THAT LEAVES TAXES OR ASSESSMENTS ON REAL PROPERTY UNPAID, OR WHICH ARE DISCLOSED BY A PUBLIC AGENCY WHICH MAY RESULT IN TAXES OR ASSESSMENTS, OR NOTICES OF SUCH PROCEEDINGS, WHETHER OR NOT SHOWN BY THE RECORDS OF SUCH AGENCY OR BY THE PUBLIC RECORDS, (THE EXCEPTION IS A STANDARD EXCEPTION AND NOT THE TYPE TO BE DEPICTED HEREON)
8. TAXES, INCLUDING ANY ASSESSMENTS COLLECTED HEREON, WHICH HAVE BEEN PAID AND ARE NOT YET DUE AND PAYABLE (THE EXCEPTION IS A STANDARD EXCEPTION AND NOT THE TYPE TO BE DEPICTED HEREON)
9. TAXES WHICH MAY BE ASSESSED AND EXTENDED ON ANY SUBSEQUENT ROLL FOR THE TAX YEAR 2023/2024, WITH RESPECT TO NEW IMPROVEMENTS AND THE FIRST OCCUPANCY OF SUBJECT LAND DURING 2023/2024, WHICH MAY NOT BE INCLUDED ON THE REGULAR ASSESSMENT ROLL AND WHICH ARE A LIEN NOT TELLIDE OR PAYABLE, (THE EXCEPTION IS A STANDARD EXCEPTION AND NOT THE TYPE TO BE DEPICTED HEREON)
10. DITCH, ROAD AND PUBLIC UTILITY EASEMENTS AS THE SAME MAY EXIST OVER SAID LAND, (THE EXCEPTION IS A STANDARD EXCEPTION AND NOT THE TYPE TO BE DEPICTED HEREON)
11. INTENTIONALLY DELETED
12. INTENTIONALLY DELETED
13. INTENTIONALLY DELETED
14. INTENTIONALLY DELETED
15. INTENTIONALLY DELETED
16. INTENTIONALLY DELETED
17. INTENTIONALLY DELETED
18. INTENTIONALLY DELETED
19. INTENTIONALLY DELETED
20. INTENTIONALLY DELETED
21. INTENTIONALLY DELETED
22. INTENTIONALLY DELETED
23. INTENTIONALLY DELETED
24. INTENTIONALLY DELETED
25. SPECIAL ASSESSMENTS, IF ANY, FOR THE CITY OF SANDPOINT, (THE EXCEPTION IS A STANDARD EXCEPTION AND NOT THE TYPE TO BE DEPICTED HEREON)
26. LIENS, LEVIES AND ASSESSMENTS OF THE CITY OF SANDPOINT, SEWER LATERAL IMPROVEMENT PROGRAM, (THE EXCEPTION IS A STANDARD EXCEPTION AND NOT THE TYPE TO BE DEPICTED HEREON)
27. RIGHT, TITLE AND INTEREST OF THE PUBLIC IN AND TO THOSE PORTIONS OF THE LAND LYING WITHIN ROAD OR HIGHWAY KNOWN AS WOODLAND DRIVE, (THE EXCEPTION IS A STANDARD EXCEPTION AND NOT THE TYPE TO BE DEPICTED HEREON)
28. AGREEMENT AND THE TERMS AND CONDITIONS CONTAINED HEREIN BETWEEN SANDPOINT WATER & LIGHT COMPANY LIMITED AND CITY OF SANDPOINT PURPOSE, EASEMENTS AND WATER RIGHTS FOR CITY WATER SYSTEM RECORDED, JUNE 11, 1918 BOOK 34 AT PAGE 150 (THE EXCEPTION IS BLANKET IN NATURE AND IS NOT PLOTTABLE)

SCHEDULE "B" NOTE

29. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT, GRANTED TO CITY OF SANDPOINT

RECORDED, APRIL 20, 1935

BOOK 34, PAGE 579 (THE EXCEPTION AFFECTS THE PARENT

PROPERTY AND NOT THE LEASE AREA OR ANY

VERTICAL BRIDGE EASEMENTS)

30. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND

RIGHTS INCIDENTAL THERETO AS SET FORTH IN A DOCUMENT,

GRANTED TO NORTHERN LIGHTS, INCORPORATED

PURPOSE, RIGHT OF WAY

RECORDED, APRIL 20, 1935

INSTRUMENT NO. 93520 (THE EXCEPTION IS BLANKET IN

NATURE AND IS NOT PLOTTABLE)

31. THE POSSIBLE COMMUNITY PROPERTY INTEREST OF THE

SPOUSE, IF ANY, OF THE VESTEE NAMED HEREIN IF SUCH

VESTEE WAS MARRIED AT THE DATE OF ACQUIRING TITLE

UNDER THE DOCUMENTS SET FORTH HEREIN, THE OFFICIAL

RECORDS DO NOT DISCLOSE THE MARITAL STATUS OF SUCH

PERSON, DONALD R. MILLER

DOCUMENT: WARRANTY DEED,

DATED: SEPTEMBER 10, 1965

RECORDED: SEPTEMBER 10, 1965

INSTRUMENT NO. 102893 (THE EXCEPTION IS BLANKET IN

NATURE AND IS NOT PLOTTABLE)

32. THE POSSIBLE COMMUNITY PROPERTY INTEREST OF THE

SPOUSE, IF ANY, OF THE VESTEE NAMED HEREIN IF SUCH

VESTEE WAS MARRIED AT THE DATE OF ACQUIRING TITLE

UNDER THE DOCUMENTS SET FORTH HEREIN, THE OFFICIAL

RECORDS DO NOT DISCLOSE THE MARITAL STATUS OF SUCH

PERSON, DONALD R. MILLER

DOCUMENT: CORRECTIVE QUIT/CLAIM DEED,

DATED: APRIL 7, 1976

RECORDED: APRIL 16, 1976

INSTRUMENT NO. 174290 (THE EXCEPTION IS BLANKET IN

NATURE AND IS NOT PLOTTABLE)

33. RIGHT, TITLE AND INTEREST OF THE SPOUSE OF THE

PARTY VESTED TITLE IN THE PROPERTY, AND ANY MATTERS WHICH MAY APPEAR

AGAINST THE SPOUSE, (THE EXCEPTION IS A STANDARD

EXCEPTION AND NOT THE TYPE TO BE DEPICTED HEREON)

34. UNRECORDED LEASEHOLD, IF ANY, AND THE RIGHTS OF

VENDORS AND HOLDERS OF SECURITY INTEREST IN PERSONAL

PROPERTY AND TENANTS TO REMOVE SAID PERSONAL PROPERTY

AT THE EXPIRATION OF THE TERM OF THE LEASE, (THE EXCEPTION IS A STANDARD EXCEPTION AND NOT THE

TYPE TO BE DEPICTED HEREON)

35. GENERAL TAXES FOR THE YEAR 2022 A LIEN, THE FIRST

HALF IS PAID AND THE SECOND HALF IS NOW DUE AND

PAYABLE

INSTRUMENT NO. RPS202003601

RECORDED: APRIL 16, 1976

INSTRUMENT NO. 154098

(THE EXCEPTION IS A STANDARD EXCEPTION AND NOT THE

TYPE TO BE DEPICTED HEREON)

LESSOR'S LEGAL DESCRIPTION (PER TITLE)

A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER FOR SECTION 3, TOWNSHIP 57 NORTH, RANGE 2 WEST OF THE BOISE MERIDIAN, BONNER COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CORNER COMMON TO SECTION 4, 9, 10

AND SECTION 13 AND 14, TOWNSHIP 57 NORTH, RANGE 2 WEST

OF THE BOISE MERIDIAN, BONNER COUNTY, IDAHO, BEING

THE SOUTHWEST CORNER OF LOT 2 AS SHOWN ON MAP

RECORDS OF BONNER COUNTY, IDAHO UNDER RECORDER'S INSTRUMENT NO. 981066, FROM WHICH A REBAR WITH CAP MARKED

"PLUS 6603" BEARS NORTH 00°21'20" EAST ALONG THE WEST LINE OF SAID LOT 2, 425.58 FEET; THENCE FROM SAID POINT

OF COMMENCEMENT NORTH 00°21'20" EAST ALONG THE WEST LINE OF SAID LOT 2, 118.51 FEET; THENCE DEPARTING SAID

WEST LINE OF LOT 2, NORTH 90°00'00" WEST, 59.81 FEET TO THE POINT OF BEGINNING.

THENCE NORTH 365 FEET ALONG THE BOUNDARY LINE BETWEEN

SECTIONS 3 AND 4 TO A POINT;

THENCE SOUTH 365 FEET TO A POINT;

THENCE SOUTH 200 FEET TO THE REAL POINT OF BEGINNING.

LEASE AREA, LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER FOR SECTION 3, TOWNSHIP 57 NORTH, RANGE 2 WEST OF THE BOISE MERIDIAN, BONNER COUNTY, IDAHO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A REBAR WITH CAP MARKED "PLUS 6603" MARKING THE SOUTHWEST CORNER OF LOT 2 AS SHOWN ON MAP

OF FISHER MOUNTAIN LODGE, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED IN BOOK 16 OF PLATS AT PAGE(S) 53,

RECORDS OF BONNER COUNTY, IDAHO UNDER RECORDER'S INSTRUMENT NO. 981066, FROM WHICH A REBAR WITH CAP MARKED

"PLUS 6603" BEARS NORTH 00°21'20" EAST ALONG THE WEST LINE OF SAID LOT 2, 425.58 FEET; THENCE FROM SAID POINT

OF COMMENCEMENT NORTH 00°21'20" EAST ALONG THE WEST LINE OF SAID LOT 2, 118.51 FEET; THENCE DEPARTING SAID

WEST LINE OF LOT 2, NORTH 90°00'00" WEST, 59.81 FEET TO THE POINT OF BEGINNING.

THENCE NORTH 90°00'00" WEST, 50.00 FEET;

THENCE NORTH 00°00'00" EAST, 50.00 FEET;

THENCE NORTH 90°00'00" EAST, 50.00 FEET;

THENCE SOUTH 00°00'00" EAST, 50.00 FEET TO THE POINT OF BEGINNING.

THENCE SOUTH 00°00'00" EAST, 50.00 FEET TO THE POINT OF BEGINNING.

THENCE SOUTH 00°00'00" EAST, 50.00 FEET TO THE POINT OF BEGINNING.

THENCE SOUTH 00°00'00" EAST, 50.00 FEET TO THE POINT OF BEGINNING.

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LESSOR'S LEGAL DESCRIPTION (PER TITLE)

A PORTION OF THE SOUTHWEST QUARTER FOR SECTION 3, TOWNSHIP 57 NORTH, RANGE 2 WEST OF THE BOISE MERIDIAN, BONNER COUNTY, IDAHO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A REBAR WITH CAP MARKED "PLUS 6603" MARKING THE SOUTHWEST CORNER OF LOT 2 AS SHOWN ON MAP

OF FISHER MOUNTAIN LODGE, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED IN BOOK 16 OF PLATS AT PAGE(S) 53,

RECORDS OF BONNER COUNTY, IDAHO UNDER RECORDER'S INSTRUMENT NO. 981066, FROM WHICH A REBAR WITH CAP MARKED

"PLUS 6603" BEARS NORTH 00°21'20" EAST ALONG THE WEST LINE OF SAID LOT 2, 425.58 FEET; THENCE FROM SAID POINT

OF COMMENCEMENT NORTH 00°21'20" EAST ALONG THE WEST LINE OF SAID LOT 2, 118.51 FEET; THENCE DEPARTING SAID

WEST LINE OF LOT 2, NORTH 90°00'00" WEST, 59.81 FEET TO THE POINT OF BEGINNING.

THENCE NORTH 90°00'00" WEST, 50.00 FEET;

THENCE NORTH 00°00'00" EAST, 50.00 FEET;

THENCE NORTH 90°00'00" EAST, 50.00 FEET;

THENCE SOUTH 00°00'00" EAST, 50.00 FEET TO THE POINT OF BEGINNING.

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