

**Vertical Bridge File #: US-ID-5107 Tower Title File #: VTB-210564-C**



Tower Title & Closing

18 Imperial Place, Courtyard

Providence, RI 02903

(844) 944-2876

*[COMMITMENT BEGINS ON NEXT PAGE]*



**PRELIMINARY TITLE COMMITMENT ATTACHED**

**Date:** May 21, 2025 **File No.:** 690519

**Property:** 365 Woodland Drive, Sandpoint, ID 83864

**Buyer/Borrower:** Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below.

**Seller:** Donald R. Miller and Edie N. Miller

*In connection with the above referenced transaction, we are providing you with the following contact information. Enclosed please find your Title Commitment.*

**Buyer/Borrower**

Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below.

405 Woodland Drive  
Sandpoint, ID 83864

**Seller:**

Donald R. Miller and Edie N. Miller

*Yes, it matters where you close.*



# Commitment for Title Insurance

Subject to conditions and stipulations contained therein

Your contacts for this transaction are as follows:

**Escrow Officer**

**Title Officer**

Julie Larkin  
julie.larkin@alliancetitle.com  
(208) 263-2125  
105 Pine St.  
Sandpoint ID 83864

**Email escrow closing documents to:**



In an effort to assure that your transaction goes smoothly, please review the following checklist and contact your Escrow Officer or Title Officer if you answer “Yes” to any of the following:

- ❖ **Will you be using a Power of Attorney?**
- ❖ **Are any of the parties in title incapacitated or deceased?**
- ❖ **Has a change in marital status occurred for any of the principals?**
- ❖ **Will the property be transferred into or from a trust, partnership, corporation or Limited Liability Company?**
- ❖ **Has there been any construction on the property in the last six months?**

Remember, all parties signing documents must have a current driver’s license or other valid government issued photo I.D.



## Title Fees & Breakdown

### Coverage

|                        |   |   |                   |
|------------------------|---|---|-------------------|
| <b>Sales Price</b>     |   |   | \$10,000.00       |
| <b>Owners Coverage</b> | X | Standard Coverage                         | Extended Coverage |
| <b>Loan Amount</b>     |   |   |                   |
| <b>Loan Coverage</b>   |   | Standard Coverage                         | Extended Coverage |
| <b>Underwriter</b>     |   | Commonwealth Land Title Insurance Company |                   |

### Title Policy Calculations For Disclosure

| Product               | CD Disclosed Premiums | Actual Premiums | Premium Adjustments                       |
|-----------------------|-----------------------|-----------------|---|
| <b>Loan Policy</b>    | \$0.00                | \$0.00          | (Simultaneous Issue Credit)<br>\$0.00     |
| <b>Owner's Policy</b> | \$0.00                | \$0.00          | (Short Term Discount. – If Any)<br>\$0.00 |

### Other Borrower Fees

|                                  |  |
|----------------------------------|--|
| <b>Endorsements:</b>             |  |
|                                  |  |
| <b>Inspection Fee</b>            |  |
| <b>Additional Chain</b>          |  |
| <b>Closing Protection Letter</b> |  |
|                                  |  |

### Recording Fees

|                             |  |
|-----------------------------|--|
| <b>Idaho</b>                | \$15 for a Deed less than 30 pages. \$45 for a Deed of Trust/Mortgage with less than 30 pages. Otherwise, \$10 for the first page, \$3 for each additional page  |
| <b>Montana</b>              | \$8.00 per page for a standard/conforming document. Add an additional \$10.00 per document if the document is non-conforming (outside the required margins etc.) |
| <b>Washington</b>           | \$303.50 for the first page of a Deed and \$304.50 for the first page of a Deed of Trust with, \$1 for each additional page                                      |
| <b>Wyoming</b>              | \$12 for the first page, \$3 for each additional page  |
| <b>E-File Fees</b>          |  |
| <b>Idaho</b>                | An additional \$5.00 per document in Idaho   |
| <b>Washington</b>           | An additional \$5.00 (plus sales tax) per document in Washington   |
| <b>Wyoming, and Montana</b> | An additional \$5.00 per document in Wyoming & Montana   |



**ALTA COMMITMENT FOR TITLE INSURANCE**  
issued by  
**COMMONWEALTH LAND TITLE INSURANCE COMPANY**

**NOTICE**

**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

**COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Commonwealth Land Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

**COMMONWEALTH LAND TITLE INSURANCE COMPANY**

By:   
Michael J. Nolan  
President

ATTEST:   
Marjorie Nemzura  
Secretary

*This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.*

81C170B

ALTA Commitment for Title Insurance (7-1-21)

**Copyright 2021 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No.: 690519

ALTA Commitment for Title Insurance (07-01-2021)

AMERICAN  
LAND TITLE  
ASSOCIATION



## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- a. “Discriminatory Covenant”: Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. “Knowledge” or “Known”: Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. “Land”: The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term “Land” does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. “Mortgage”: A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. “Policy”: Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. “Proposed Amount of Insurance”: Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. “Proposed Insured”: Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. “Public Records”: The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term “Public Records” does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. “State”: The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term “State” also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. “Title”: The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company’s liability and obligation end.

3. The Company’s liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I—Requirements; and
- f. Schedule B, Part II—Exceptions; and
- g. a counter-signature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY’S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

*This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II -Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.*

81C170B

ALTA Commitment for Title Insurance (7-1-21)

**Copyright 2021 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use.

All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No.: 690519

ALTA Commitment for Title Insurance (07-01-2021)

## 5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - i. comply with the Schedule B, Part I—Requirements;
  - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

## 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

*This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II -Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.*

81C170B

ALTA Commitment for Title Insurance (7-1-21)

**Copyright 2021 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No.: 690519

ALTA Commitment for Title Insurance (07-01-2021)

AMERICAN  
LAND TITLE  
ASSOCIATION





**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

**9. CLAIMS PROCEDURES**

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

**10. CLASS ACTION**

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

**11. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <<http://www.alta.org/arbitration>>.



**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)**  
**SCHEDULE A**

**ISSUED BY**

Commonwealth Land Title Insurance Company

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Alliance Title & Escrow, LLC

Issuing Office: 105 Pine St., Sandpoint ID 83864

Issuing Office's ALTA® Registry ID:

Loan Number:

Issuing Office File Number: 690519

Property Address: 365 Woodland Drive, Sandpoint, ID 83864

Revision Number:

1. Commitment Date: May 5, 2025 at 7:30 A.M

2. Policy to be issued:

(a) 2021 ALTA® Owner's Policy

☒

Standard

☐

Extended

Amount: \$10,000.00

Premium: \$0.00

Endorsements:

Proposed Insured:

Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below.

(b) 2021 ALTA® Loan Policy

☐

Standard

☐

Extended

Amount:

Premium: \$0.00

Endorsements:

Proposed Insured:

3. The estate or interest in the Land at the Commitment Date is:

Fee Simple

4. The Title is, at the Commitment Date, vested in:

Donald R. Miller and Edie N. Miller, husband and wife

*This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.*

81C170B

ALTA Commitment for Title Insurance (7-1-21)

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use.

All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No.: 690519

ALTA Commitment for Title Insurance (07-01-2021)

AMERICAN  
LAND TITLE  
ASSOCIATION



**5. The Land is described as follows:**

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

**Commencing at the corner common to Sections 4, 9, 10 and 3, Township 57 North, Range 2 West, Boise Meridian;**

**Thence North along the boundary line between Section 3 and 4 a distance of 60 feet to the REAL POINT OF BEGINNING;**

**Thence North 365 feet along the boundary line between Section 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.**

**EXCEPTING THEREFROM the County road right of way along the West line thereof.**

**Commonwealth Land Title Insurance Company**

Countersigned By:

*Julie Larkin*

Authorized Signatory

*This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.*

81C170B

ALTA Commitment for Title Insurance (7-1-21)

**Copyright 2021 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use.

All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No.: 690519

ALTA Commitment for Title Insurance (07-01-2021)

AMERICAN  
LAND TITLE  
ASSOCIATION



# ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

## SCHEDULE B PART I

### ISSUED BY

Commonwealth Land Title Insurance Company

### REQUIREMENTS:

**File Number: 690519**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. According to the available County Assessor's Office records, the land is purported to have no improvements and/or is non-owner occupied. Upon confirmation, as provided in Commitment Condition 4 the Company may amend this commitment to add, among other things, additional exceptions or requirements.

*This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.*

**Copyright 2021 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No.: 690519

ALTA Commitment for Title Insurance (07-01-2021)

AMERICAN  
LAND TITLE  
ASSOCIATION



## NOTES:

- A. Any map or sketch enclosed as an attachment herewith is furnished for informational purposes only to assist in property location with reference to streets and other parcels. No representation is made as to accuracy and the Company assumes no liability for any loss occurring by reason of reliance thereon.
- B. This Company reserves the right to add additional requirements and exceptions, as the details of this transaction are disclosed to, or become known by the Company.
- C. We find no activity in the past 24 months regarding transfer of title to subject property. We note the following transfer of title to subject property:  
Warranty Deed  
Grantor: Donald R. Miller, a married man, spouse of Grantee  
Grantee: Donald R. Miller and Edie N. Miller, husband and wife  
Recorded: January 5, 2001  
Instrument No.: [575184](#)
- D. As of the date hereof there are no matters against Donald R. Miller and Edie N. Miller which would appear as exceptions in the policy to issue, except as shown herein.
- E. In the event this transaction fails to close and this commitment is cancelled a fee will be charged complying with the state insurance code.
- F. According to the available County Assessor's Office records, the purported address of said land is:  
[365 Woodland Drive, Sandpoint, ID 83864](#)

*This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.*

**Copyright 2021 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No.: 690519

ALTA Commitment for Title Insurance (07-01-2021)



# ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

## SCHEDULE B PART II

ISSUED BY Commonwealth Land Title Insurance Company

### EXCEPTIONS:

File Number: 690519

**Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.**

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

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 I - Requirements are met.
2. Rights or claims of parties in possession not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
4. Easements, or claims of easements, not shown by the public records.
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.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights or easements appurtenant 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.
7. Taxes or special assessments which are not shown as existing liens by the public records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings 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.
8. General Taxes, including any assessment collected therewith. The first installment is not delinquent until after December 20th of the tax year, the second installment is not delinquent until after June 20th of the subsequent year.  
Amounts shown do not include interest or penalty if delinquent.  
Parcel Number: [RP57N02W036401A](#)  
Year: 2024  
Annual Taxes billed: \$1,540.98  
First Half Taxes Payment Status: Paid  
First Half Tax Amount: \$770.49  
Second Half Taxes Payment Status: Due  
Second Half Tax Amount: \$770.49  
Taxes as billed include the following exemptions: NONE

*This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II -Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.*

**Copyright 2021 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No.: 690519

ALTA Commitment for Title Insurance (07-01-2021)

AMERICAN  
LAND TITLE  
ASSOCIATION



9. Taxes, including any assessments collected therewith, for the year 2025 which are a lien not yet due and payable.
10. Right, title and interest of the public in and to those portions of the Land lying within roads or highways.
11. Reservations and exceptions in the United States Patent, and in the act authorizing the issuance thereof.  
Recorded: April 17, 1896.  
Book: at Page: .  
[Book 2, Page 235.](#)  
Official Records: Bonner County.
12. An easement for the purpose shown below and rights incidental thereto as set forth in a document:  
Granted To: City of Sandpoint  
Purpose: water system  
Recorded: June 11, 1918  
[Book 34 of Deeds, Page 150](#)
13. An easement for the purpose shown below and rights incidental thereto as set forth in a document:  
Granted To: City of Sandpoint  
Purpose: pipeline  
Recorded: April 20, 1935  
[Book 54 of Deeds, Page 579](#)
14. Rights, interests, or claims which may exist or arise by reason of the following fact(s) shown on a survey plat entitled Record of Survey  
Prepared by: Noel E. Townsend  
Recorded: June 15, 1981  
Instrument No.: [243193](#)  
Fact(s): County Road Location
15. An easement for the purpose shown below and rights incidental thereto as set forth in document:  
Granted To: Northern Lights, Incorporated  
Purpose: Public Utilities  
Recorded: March 4, 2019  
Instrument No.: [935220](#)
16. A Deed of Trust to secure an indebtedness in the amount shown below.  
Amount: \$31,540.00  
Trustor/Grantor: Donald R. Miller and Edie N. Miller, husband and wife  
Trustee: First American Title Company  
Beneficiary: Northwest Investment Specialists  
Dated: January 3, 2001  
Recorded: January 5, 2001  
Instrument No.: [575185](#)

No reconveyance or release of the above document appears of record. In order to eliminate said paragraph, we will require further documentation.

17. Property Bond to secure an indebtedness as shown below secured thereby:  
Executed by: Donald R. Miller and Iris N. Miller  
Amount \$75,000.00  
Plaintiff: State of Idaho  
Defendant: Ernest Ray Johnson III  
Recorded: August 17, 2012  
Instrument No.: [831480](#)

No release of the above appears of record. In order to eliminate said paragraph, we will require further documentation.

*This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.*

**Copyright 2021 American Land Title Association. All rights reserved.**

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No.: 690519

ALTA Commitment for Title Insurance (07-01-2021)



**END OF SCHEDULE B**

*This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II -Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.*

**Copyright 2021 American Land Title Association. All rights reserved.**

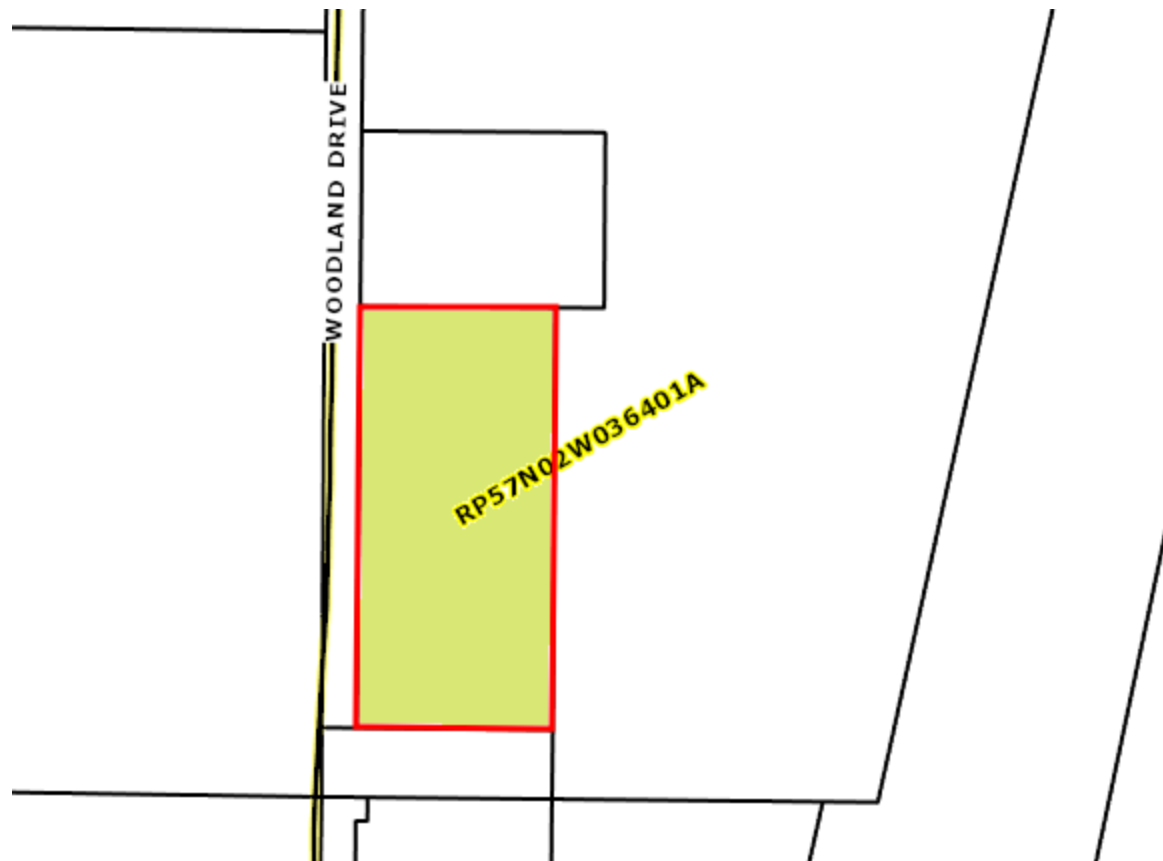
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No.: 690519

ALTA Commitment for Title Insurance (07-01-2021)







**365 Woodland Drive  
Sandpoint, ID 83864**

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, locations of easements, acreage or other matters shown thereon.

STATE OF IDAHO; }  
County of Bonner } SS.

Filed for record at the request of E. P. Melvin on the 8 day of June 1918, at 1-20 o'clock P. M., and recorded in Book 34 of Deeds on page 148.

Robt. S. McCrea, County Recorder. By S. G. Yoder, Deputy. Fee \$1.50.

COMPARED  
LAID  
INDEXED

No. 41695

THIS INDENTURE, Made this 11th day of June 1918, between SANDPOINT WATER & LIGHT COMPANY Limited, a corporation organized and existing under and by virtue of the laws of the State of Washington, party of the first part, and the City of Sandpoint, a municipal corporation in Bonner County, State of Idaho, party of the second part.

WITNESSETH, That the said party of the first part for and in consideration of the sum of ninety-eight thousand dollars (\$98,000) lawful money of the United States of America, to it in hand paid by said party of the second part, the receipt whereof is hereby acknowledged, does by these presents remise, release and forever quitclaim unto the said party of the second part and to its successors and assigns forever all the following described property situated in the County of Bonner and State of Idaho, to-wit:

Lots two (2), three (3), five (5) and eight (8), in Section Four (4), Township Fifty-seven (57) North, and the Southwest quarter (SW $\frac{1}{4}$ ) of the Southwest quarter (SW $\frac{1}{4}$ ) of Section Twenty-six (26) Township Fifty-eight (58) North, all in Range Two (2) W.B.M.

That certain water-right granted by the State of Idaho under the title of Water License No. 230, dated September 26, 1903, to William G. Malloy and by him assigned to party of the first part:

That certain franchise granted by the Board of County Commissioners in and for Kootenai County, State of Idaho, to Sandpoint Water & Light Company, Limited, the transcript of the abstract thereof being recorded in Commissioners' Journal No. 1 of Bonner County Records at page 113; and also those certain franchises granted by the Board of County Commissioners in and for Bonner County, State of Idaho, to Sandpoint Water & Light Company, Limited, the abstract of said franchises being recorded in Commissioners' Journal No. 1 of Bonner County Records at pages 290 and 311; together with all rights easements and privileges acquired by virtue of said franchises; also

That certain franchise granted by the village of Sandpoint, known as Ordinance No. 34, granted to Jerome L. Drummheller and William G. Malloy, their associates, successors and assigns, and by said grantees assigned and transferred to party of the first part; also

All buildings, water-rights, reservoirs, wells, machinery, structures, equipment, books of record, maps, office furniture, and equipment and necessary account books, used in connection with the business of the company, fixtures, tools, meters, appliances and all water pipes, pipe lines, hydrants and all other apparatus now owned and used in connection with the operation of the water system conducted by the party of the first part in Sandpoint Ponderay, Kootenai and the vicinity, it being the intention of the parties of this agreement to transfer to party of the second part all its right, title, estate and interest in all property used in connection with the operation of said water system conducted by party of the first part in Bonner County, Idaho, together with the appurtenances; also.

All easements and rights of way acquired by party of the first part in any manner whatsoever, including all rights acquired by user or otherwise wherever located and used in the operation of said water system, and particularly all rights, privileges and easements in and to the rights of way occupied by any portion of the above described water system over and across any of the following described lands in Bonner County, Idaho, to-wit:

Lot Four (4) Section Four (4); Southeast quarter of the Northeast quarter (SE $\frac{1}{4}$  NE $\frac{1}{4}$ ) Section Four (4); Southwest quarter of the Northwest quarter (SW $\frac{1}{4}$  NW $\frac{1}{4}$ ) Section Three (3); West half of the southwest quarter (W $\frac{1}{2}$  SW $\frac{1}{4}$ ) Section Three (3); West half of the Northwest Quarter (W $\frac{1}{2}$  NW $\frac{1}{4}$ ) Section Ten (10); East Half of the Northeast quarter (E $\frac{1}{2}$  NE $\frac{1}{4}$ ) Section Nine (9); East half of the Southeast quarter (E $\frac{1}{2}$  SE $\frac{1}{4}$ ) Section Nine (9); Northeast quarter (NE $\frac{1}{4}$ ) of Section Sixteen (16); Southeast quarter (SE $\frac{1}{4}$ ) of Section Sixteen (16); Southwest quarter (SW $\frac{1}{4}$ ), and the southwest quarter of Southeast quarter (SW $\frac{1}{4}$  SE $\frac{1}{4}$ ) and Northeast quarter of Northeast quarter (NE $\frac{1}{4}$  NE $\frac{1}{4}$ ) of Section 15; Northeast quarter (NE $\frac{1}{4}$ ) of Section 11; North half of Section 12; Lot One (1) in Section 14; all in Township Fifty-seven (57) North Range Two (2) West B. M.

Also, all rights, privileges and easements acquired by party of the first part by grant or otherwise from the Northern Pacific Railway Company, to maintain any portion of its water system on the right of way of said Northern Pacific Railway Company, at or near Sandpoint, Idaho, or at or near the villages of Ponderay or Kootenai in Bonner County, Idaho, or over and across any other land of the Northern Pacific Railway Company.

All of said property, however, subject to the terms and conditions of a certain trust deed executed by party of the first part herein, in favor of Union Trust Company of Spokane, Washington, given to secure a bond issued amounting to forty-two thousand (\$42,000.) dollars bearing interest at the rate of five and one-half (5 $\frac{1}{2}$ ) per cent per annum, payable on the 1st day of May and the 1st day of November of each year, said trust deed being recorded in Volume 15 of Mortgages on page 65 of Bonner County Records, which principal indebtedness of forty-two thousand dollars (\$42,000.) with interest thereon according to the terms and provisions of said bonds, from May 1, 1918, the City of Sandpoint, party of the second part, assumes and agrees to pay.

TOGETHER with all the estate, right, title and interest in and to all of said property as well in law as in equity of the said party of the first part:

IN WITNESS WHEREOF, The said party of the first part has caused this instrument to be executed by its president and secretary and its corporate seal hereto affixed the day and year first above written.

SANDPOINT WATER & LIGHT COMPANY, LIMITED.

(Corporate Seal)

By Jerome L. Drumheller  
President.

Attest: E. Keller  
Secretary.

STATE OF WASHINGTON )  
County of Spokane )

On this 11th day of June, 1918, before me H. W. Canfield a Notary Public in and for the County and State aforesaid, personally appeared Jerome L. Drumheller and E. Keller known to me to be respectively the president and secretary of Sandpoint Water & Light Company, Limited, the corporation whose name is subscribed to the above and foregoing instrument and acknowledged to me that said corporation executed the same.

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

(Notarial Seal)  
\$98.00 IR. SW&LCo. by JLD.

H. W. Canfield  
Notary Public for Washington, residing  
at Spokane, Washington.

STATE OF IDAHO; )  
County of Bonner ) SS.

Filed for record at the request of W. S. Finney on the 11 day of June 1918, at 4-50 o'clock P. M., and recorded in Book 34 of Deeds on page 150.

Robt. S. McCrea, County Recorder. By S. G. Yoder, Deputy. Fee \$2.25.



Return to FATCO ORDER #20530/33602

575185  
DEED OF TRUST

FILED BY  
First American Title  
2001 JAN -5 P 3:19

300  
MARIE SCOTT  
BONNER COUNTY RECORDER

THIS DEED OF TRUST, Made this 3RD day of JANUARY, 2001,  
between DONALD R. MILLER and EDIE N. MILLER, husband and wife, herein called GRANTOR,  
whose address is: 405 Woodland Drive, Sandpoint, ID 83864,  
FIRST AMERICAN TITLE COMPANY, an Idaho corporation, herein called TRUSTEE, and NORTHWEST  
INVESTMENT SPECIALISTS,  
whose address is: 1324 Stonehaven Drive, West Linn, OR 97068, herein called BENEFICIARY, WITNESSETH:  
That Grantor does hereby irrevocably GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEE IN TRUST, WITH POWER  
OF SALE, that property in the County of Bonner, State of Idaho, described as follows and containing not more than forty acres:

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

Commencing at the corner common to Sections 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 Section 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;

EXCEPTING therefrom the County Road right of way along the West line thereof.

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon  
Beneficiary to collect and apply such rents, issues and profits, for the purpose of securing payment of the indebtedness evidenced by a promissory note, of even  
date herewith, executed by Grantor in the sum of THIRTY ONE THOUSAND FIVE HUNDRED FORTY & NO/100 Dollars  
(\$31,540.00).

final payment due JANUARY 5, 2002 and to secure payment of all such further sums as may hereafter be loaned or advanced by the Beneficiary herein  
to the Grantor herein, or any or either of them, while record owner of present interest, for any purpose, and of any notes, drafts or other instruments representing  
such further loans, advances or expenditures together with interest on all such sums at the rate therein provided. Provided, however, that the making of such  
further loans, advances or expenditures shall be optional with the Beneficiary, and provided, further, that is the express intention of the parties to this Deed of  
Trust that it shall stand as continuing security until paid for all such advances together with interest thereon.

To protect the security of this Deed of Trust, Grantor agrees:

By the execution of this deed of trust and the note secured thereby, there are hereby incorporated and made an integral part hereof, for all purposes as though set  
forth herein at length, the provisions 1 to 6, inclusive, of Part A and provisions 1 to 9, inclusive, of Part B of Deed of Trust, which was re-recorded January 21,  
1975 as Instrument No. 163167, at page 166 of Volume 73, Bonner County, Idaho Mortgage Records shall be and they are hereby incorporated and made an  
integral part hereof for all purposes as though set forth herein at length.

Request is hereby made that a copy of a Notice of Default and a copy of any Notice of Sale hereunder be mailed to the grantor at his address hereinbefore set  
forth.

Donald R. Miller  
DONALD R. MILLER

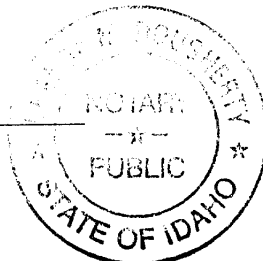
Edie N. Miller  
EDIE N. MILLER

STATE OF IDAHO )

COUNTY OF BONNER )  
: ss

On This 4th day of January in the year 2001 before me, a Notary Public in and  
for said State, personally appeared DONALD R. MILLER and EDIE N. MILLER, known or identified to  
me to be the person(s) whose name(s) are subscribed to the within Instrument, and acknowledged to me that  
they executed the same.

Brenda M. Daugherty  
Notary Public  
Residing at Sandpoint ID  
Commission Expires 12/1/04



STATE OF IDAHO }  
County of Bonner } ss.

I hereby certify that this instrument was filed for record at request of Wm. L. Brown at 46 minutes past 2 o'clock P. M., this 20 day of April A. D. 1935 in my office, and duly recorded in Book 54 of Deeds, at page 578.

Robt. S. McCrea, Ex-Officio Recorder. By Margaret Nyberg, Deputy Fee, \$1.50.✓

COMPARED  
Jillie  
INDEXED

NO. 8 7 1 6 4

RIGHT-OF-Way-DEED.

THIS INDENTURE, Made the 29 day of April, 1933 between Gus Nelson of Sandpoint, County of Bonner, State of Idaho, party of the first part, and the City of Sandpoint, County of Bonner, State of Idaho, party of the second part.

WITNESSETH, That the said party of the first part, for and in the consideration of the sum of \$1<sup>00</sup> and the free use of water from two 3/4 inch taps for domestic purpose only. to him in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey unto the said party of the second part, and to its successors and assigns, the following described piece or parcel of land, situated in the County of Bonner, State of Idaho, to-wit:

A strip of land 10 feet wide on each side and parallel with center line of pipe line survey, as surveyed, or to be surveyed, over and across the following described lands to-wit:

Beginning at a point on the E and W Sub-line of Sec. 3, T. 57 N. R. 2 W. B. M.- 465 feet east of the W. cor. of said Sec.3;

Thence S. 4°46' E 97.5 Feet  
" S. 16°59' W 156.5 Feet  
" S. 38°01' W 515.7 Feet  
" S. 23° 34' W 169.8 Feet  
" S. 9°21' W 95.8 Feet  
" S. 0°13' W 1180.7 Feet  
" S. 1°33' W 280.1 Feet  
" S. 0°30' W 269.7 Feet

To the South line of said Sec. 3, 15' east of the SW Cor. Containing 1 27/100 Acres. of Section 3 in Township 57 North, Range 2 W B. M.

TO HAVE AND TO HOLD All and singular the said strip of land unto the said City of Sandpoint, its successors and assigns, for the purpose of a pipeline right of Way forever.

IN WITNESS WHEREOF, The party of the first part has hereunto set his hand and sealed the day and year first above written.

Gus Nelson (Seal)

STATE OF IDAHO, }  
County of Bonner, } ss.

On this 29th day of April, in the year 1933, before me Arthur K Bowden, a Notary Public in and for said County and State, personally appeared Gus Nelson known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(Notarial Seal)

Arthur K Bowden  
Notary Public for Idaho  
residing at Sandpoint

STATE OF IDAHO, }  
County of Bonner, } ss.

Filed for record at the request of F. G. Harrell on the 20 day of Apr. 1935 at 3:30 o'clock P. M, and recorded in Book 54 of Deeds on page 579.

Robt. S. McCrea, County Recorder. By Margaret Nyberg, Deputy. Fee \$1.25 ✓

Signed, sealed and delivered in presence of \_\_\_\_\_

State of Montana, County of Silver Bow, SS. On this tenth day of December A. D. one thousand eight hundred and ninety four, personally appeared before me Philip A. Gomer, a notary Public in and for said county and state, John D. Hall, and Antoinette C. Hall whose names are subscribed to the foregoing instrument as first parties thereto personally known to me to be the same person described in and who executed the said foregoing instrument as first parties thereto, and who each acknowledged to me that they and each of them executed the same freely and voluntarily and for the uses and purposes therein mentioned. And the said Antoinette C. Hall, wife of the said John H. Hall, having been by me first made acquainted with the contents of said instrument acknowledged to me on examination apart from and without the hearing of her husband that she executed the same freely and voluntarily without fear or compulsion or under influence of her husband and that she does not wish to retract the execution of the same. In witness whereof I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

(Notarial seal)

Philip A. Gomer, Notary Public.

Quit claim deed. John H. Hall et ux, to Charles P. Hill, State of Idaho, County of Montana, ss. Filed for record at request of C. P. Will on April 11th A. D. 1896 at 10:50 o'clock A. M. and recorded in book N of deeds, page 13 records of Kootenai county, Idaho,

Fee \$1.00.

Robt. S. Bragan, County Recorder,  
By Henry T. Ray, Deputy,

COMPARED

N-15

INDEXED

The United States of America To all to whom these presents shall come Greeting.  
Whereas by the act of congress approved July 2, 1864 entitled "An act granting lands to aid in the construction of a railroad and Telegraph line from Lake Superior to Puget's sound on the Pacific coast by the Northern Route" and the joint resolution of May 31, 1870, there was granted to the Northern Pacific Railroad company, its successors and assigns, for the purpose of aiding in the construction of said railroad and telegraph line and branch to the Pacific coast "every alternate section of public land not mineral, designated by odd numbers to the amount of twenty alternate sections per mile on each side of said railroad line as said company may adopt, through the territories of the United States, and ten alternate sections of land per mile on each side of said railroad whenever it passes through any state and whenever on the line" thereof the United States have full title, not reserved sold, granted, or otherwise appropriated and free from preemption or other claims or rights at the time the line of said road is definitely fixed, and a plat thereof filed in the office of the commissioner of the general land office. And whereas official statements from the secretary of the Interior have been filed in the General Land office showing that the commissioners appointed by the president under the provisions of the fourth section of the first named act have reported to him that the said Northern Pacific Railroad and Telegraph line and branch excepting that portion between Wallula Washington and Portland Oregon, declared forfeited by the act of September 29, 1890 have been constructed and fully completed and equipped in the manner prescribed by the act relative thereto, and the same accepted by the president. And whereas certain tracts have been listed under the acts aforesaid by the duly authorized agent of said Northern Pacific Railroad company, as shown by his original lists approved by the local officers and on file in this office. And whereas the said tracts of land lie contiguous to the constructed line of road, and are particularly described as follows, to wit:

North of base line and west of Boise Meridian State of Idaho.

Township fifty seven Range one.

The lots numbered one, two, three, four, five, six, seven and eight, the south half of the north east quarter, the south half of the north west quarter the south west quarter the north east quarter of the south west quarter, the north east quarter of the south east quarter and the south half of the south east quarter of section three containing seven hundred and eighty

five acres and sixty eight hundredths of an acre. The lots numbered one, two, three, four five, six, seven and eight, the south half of the north east quarter the south half of the north west quarter and the southeast quarter of section five, containing six hundred and sixty nine acres, and eight hundredths of an acre. The lots numbered one, two, three and four, the west half of the north east quarter and the north east quarter of the north west quarter of section seven, containing two hundred and forty two acres and fifty hundredths of an acre. The lots numbered one, two and three of section nine containing seventy seven acres and seventeen hundredths of an acre. The lots numbered one, two three and four the west half of the south east quarter and the west half of section eleven containing five hundred acres and fifty two hundredths of an acre. The lots numbered one, two, and three of section fifteen, containing eighty four acres and ninety hundredths of an acre.

Township Fifty seven, Range two.

All of fractional section one, containing eight hundred and thirty one acres and four hundredths of an acre. All of fractional section three, containing eight hundred and thirty six acres, and eighty hundredths of an acre. The north east quarter and the south half of section nine containing four hundred and eighty acres. The lots numbered one, two and three the north half of the north east quarter the south west quarter of the north east quarter <sup>the north-west quarter is north east quarter</sup> of the south west quarter and the west half of the south west quarter of Section eleven, containing four hundred and ninety five acres and sixty hundredths of an acre. The north half, and the south west quarter of section fifteen containing four hundred and eighty acres. All of section seventeen, containing six hundred and forty acres. The lots numbered one, and two, the east half of south west quarter and the south east quarter of section nineteen containing three hundred and seven acres and twelve hundredths of an acre. All of section twenty one containing six hundred and forty acres. All of fractional section twenty three, containing one hundred and ninety eight acres and fifty hundredths of an acre. All of fractional section twenty seven, containing ninety eight acres and thirty hundredths of an acre. All of fractional section twenty nine containing six hundred and twenty eight acres and eighty hundredths of an acre. The lots numbered one, two three and four and the north half of the north east quarter of section thirty one containing two hundred and seventeen acres and seventy hundredths of an acre. All of fractional section thirty three containing sixty six acres and five hundredths of an acre.

Township fifty five Range three.

All of fractional section seven containing seven hundred and fourteen acres and fifty six hundredths of an acre. All of fractional section nineteen containing seven hundred and sixteen acres and sixteen hundredths of an acre. All of fractional section thirty one containing seven hundred and nine acres and twelve hundredths of an acre.

Township fifty four, Range four.

The east half of section one, containing three hundred and nineteen acres and thirty six hundredths of an acre. The lots numbered one, two and nine, the south half of the north east quarter the north half of the south east quarter and the south east quarter of the south east quarter of section three containing three hundred and twenty six acres and forty one hundredths of an acre. The lots numbered one, and two, and the south half of the north east quarter and the south east quarter of section five, containing three hundred and eighteen acres and twenty four hundredths of an acre. The lots numbered one and two the east half of the south west <sup>the S E 1/4 of the S E 1/4</sup> quarter and the north west quarter of the south east quarter of section seven containing two hundred and thirty nine acres and eighty eight hundredths of an acre. All of section nine containing six hundred and forty acres. All of section eleven containing six hundred and forty acres.

All of section thirteen containing six hundred and forty acres. All of section fifteen containing six hundred and forty acres <sup>All of Sec. 17, containing 640 acres</sup>. All of fractional section nineteen containing six hundred and thirty eight acres and thirty six hundredths of an acre, all of section twenty one containing six hundred and forty acres, all of fractional section twenty three containing five hundred and five acres, all of section twenty seven containing six hundred and forty acres, all of section twenty nine containing six hundred and forty acres all of fractional section thirty one containing six



hundred and thirty nine acres and sixty hundredths of an acre. All of section thirty three containing six hundred and forty acres. All of section thirty five containing six hundred and fifty two acres and eighty three hundredths of an acre.

Township fifty six Range Four.

All of fractional section five containing six hundred and forty acres and sixty four hundredths of an acre. All of fractional section seven containing six hundred and fifty nine acres and fifty two hundredths of an acre. The north half of section nine containing three hundred and twenty acres. All of section seventeen containing six hundred and forty acres. All of fractional section nineteen, containing six hundred and sixty one acres and eighty hundredths of an acre. The lots numbered one, two and three, the north east quarter of the south west quarter, the south east quarter, and the north half of section twenty nine, containing five hundred and eighty seven acres and fifty nine hundredths of an acre. All of fractional section thirty one containing six hundred and forty acres and forty hundredths of an acre. All of section thirty three containing six hundred and forty acres. The lots numbered one, two, three, four and five and the north half of section thirty five containing four hundred and thirty four acres and forty hundredths of an acre.

Township fifty three, Range Five.

All of fractional section thirteen containing one hundred and fifty three acres. All of fractional section fifteen containing six hundred and twenty six acres and fifty hundredths of an acre. The lots numbered one, two and three the east half of the north east quarter and the south west quarter of the north east quarter of section twenty three containing two hundred and thirty acres and sixty hundredths of an acre. The east half of section twenty five, containing three hundred and twenty acres. All of fractional section thirty five, containing five hundred and sixty eight acres and seventy hundredths of an acre.

Township fifty four, range five.

All of fractional section five containing six hundred and forty acres and twenty hundredths of an acre. All of fractional section seven containing six hundred and three acres, and seventeen hundredths of an acre. All of section nine, containing six hundred and forty acres. All of section fifteen containing six hundred and forty acres. All of section seventeen containing six hundred and forty acres. All of fractional section nineteen containing six hundred and thirty eight acres and twenty eight hundredths of an acre. All of section twenty one, containing six hundred and forty acres. All of section twenty three containing six hundred and forty acres. All of section twenty five containing six hundred and forty acres. The north half of section twenty seven containing three hundred and twenty acres. All of section twenty nine containing six hundred and forty acres. All of fractional section thirty one containing six hundred and thirty nine acres and twenty hundredths of an acre. The west half of section thirty three containing three hundred and twenty acres.

Township fifty six Range Five.

All of section thirteen containing six hundred and forty acres, all of fractional section nineteen containing six hundred and eleven acres and ninety six hundredths of an acre. All of section twenty three containing six hundred and forty acres. The lots numbered one, two, three, four, five, six and seven, the north east quarter of the north east quarter, the south west quarter and the south west quarter of the south east quarter of section twenty five containing four hundred and sixty one acres and seventy hundredths of an acre. The lots numbered one, two, three, four, five, six, seven and eight the south half of the south west quarter and the south half of the south east quarter of section twenty seven, containing four hundred and eighty acres and twenty hundredths of an acre. All of fractional section thirty one containing six hundred thirty nine acres and forty hundredths of an acre. All of section thirty three containing six hundred and forty acres. The north half of section thirty five containing three hundred and twenty acres.

Township fifty four range six.

All of fractional section one, containing five hundred and forty three acres. All of fractional section thirteen containing five hundred and forty six acres and thirty two hundredths of an acre.



acre. All of fractional section twenty five containing five hundred and forty seven acres and thirty six hundredths of an acre.

Township fifty six Range Six.

All of fractional section thirteen containing four hundred and ninety acres, and eighty six hundredths of an acre. The lots numbered one, two three four five six and seven, the south west quarter of the north east quarter and the south east quarter of section twenty five containing four hundred and seventy six acres and five hundredths of an acre. The said tracts of land as described in the foregoing make the aggregate area of (41,621.13) forty one thousand six hundred and twenty one acres and thirteen hundredths of an acre. Now, Know, Ye, that the United States of America in consideration of the premises and pursuant to the said acts of congress have given and granted and by these presents do give and grant unto the said Northern Pacific Railroad company, its successors and assigns, the tracts of land listed as aforesaid and embraced in the foregoing, yet excluding and excepting "All Mineral Lands" should any such be found in the tracts aforesaid but this exclusion and exception according to the terms of the statute "shall not be construed to include coal and iron lands". To have and to hold the said tracts with the appurtenances thereof unto the said Northern Pacific Railroad company its successors and assigns, forever. In testimony whereof, I, Grover Cleveland, President of the United States of America, have caused these letters to be made patent and the seal of the general Land office to be hereunto affixed. Given under my hand at the city of Washington this the twenty eighth day of March in the year of our Lord one thousand eight hundred and ninety six, and of the independence of the United States the one hundred and twentieth.

By the President, Grover Cleveland,  
M McKean, Secretary.  
L. Q. C. Lamar, Recorder of the General Land Office.

(General Land Office Seal)

Recorded Vol. 18, pages 344 to 350 inclusive.

Patent No. 2 United States of America to Northern Pacific Railroad Company Northern Pacific Railroad lands. Primary Limits. Coeur d' Alene Land District, Idaho, State of Idaho, County of Kootenai, ss. Filed for record at the request of Thomas Cooper on the 17th day of April 1896 at 3.45 o'clock P.M. and recorded in book N of deeds, on page 15.

Fee \$5.80.

Robt. S. Bragaw, County, Recorder.  
By Henry T. Ray, Deputy,

N-31.

INDEXED

Mining deed. This indenture made the 13th day of April in the year of our Lord, one thousand eight hundred and ninety six between William West of Kootenai county, Idaho, the party of the first part, and O. S. P. Hill, Arthur B. Baines, Wm. W. Cayder Jr. and Timothy Callahan of Kootenai county Idaho, the parties of the second part. Witnesseth, that the said party of the first part for and in consideration of the sum of one hundred fifty dollars lawful money of the United States of America, to me in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, have granted bargained, sold, remised, released and forever quit claimed and by these presents does bargain, sell remise, release and forever quit claim unto the said parties of the second part, on to their heirs and assigns all the following described mining property, situate in Kootenai county, Idaho, to wit: The following claims, to wit: One undivided one half interest "The Little". "The Kureka" "The old Hundred and the Black Bird, all situated on the east side of Cyclone Creek on Mineral Hill, in the surprise mining district of the Yukon. Together with all the dips, spurs and angles and also all the metals, ores gold and silver bearing quartz, rock and earth therein, and all the rights, privileges and franchises thereto incident, appendant and appurtenant, or therewith usually had and enjoyed, and also all and singular the tenements, hereditaments and appurtenances theret belonging or in anywise appertaining and the rents, issues and profits thereof; and also all the estate, right, title interest property, possession claim and demand whatsoever as well in law as in equity of the said party of the first part, of in or to the said premises and every part and parcel thereof with the appurtenances and privileges thereto incident unto the said parties of the second part, their heirs and assigns forever. In witness whereof

ORIGINAL (Return to the Clerk's office)

POWELL & REED, P.C.  
BRYCE W. POWELL  
Attorney at Law  
318 Pine Street  
P.O. Box 1005  
Sandpoint, ID 83864  
Telephone: (208) 263-3529  
Facsimile: (208) 263-4438  
ISB No. 5671

Attorney for Donald and Iris Nydia Miller

STATE OF IDAHO  
COUNTY OF BONNER  
FIRST JUDICIAL DIST.

2012 AUG 17 P 4:04

MARIE SCOTT  
CLERK DISTRICT COURT  
DEPUTY

Instrument # 831480

BONNER COUNTY, SANDPOINT, IDAHO  
8-27-2012 04:28:24 No. of Pages: 5  
Recorded for: JOHNSON, HEIDI  
MARIE SCOTT Fee: 22.00  
Ex-Officio Recorder Deputy  
Index to: REAL PROPERTY BOND

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

|                         |   |                       |
|-------------------------|---|-----------------------|
| STATE OF IDAHO,         | ) |                       |
|                         | ) | Case No. CR-2012-2709 |
| Plaintiff,              | ) |                       |
|                         | ) | PROPERTY BOND -       |
| vs.                     | ) | REAL PROPERTY         |
|                         | ) |                       |
| ERNEST RAY JOHNSON III, | ) |                       |
|                         | ) |                       |
| Defendant.              | ) |                       |

DONALD R. MILLER and IRIS NYDIA MILLER, being duly sworn upon oath,  
depose and state as follows:

1. We reside at 405 Woodland Drive in Sandpoint, Bonner County, Idaho  
83864.

2. We are the owners of property commonly known as 365 Woodland Drive  
in Sandpoint, Bonner County, Idaho 83864, and legally described as follows:

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

Commencing at the corner common to Sections 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

PROPERTY BOND - REAL PROPERTY: 1

point of beginning, thence North 365 feet along the boundary line between Section 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;

EXCEPTING therefrom the County Road right of way along the West line thereof.

3. There are no other owners of the above-described property.

4. We acknowledge that the above-named Defendant is charged in this case with the following offenses: Felony Lewd Conduct with Child Under 16, and Felony Sexual Abuse of Child Under 16.

5. We acknowledge that bail has been set by the court in this case at \$75,000.00.

6. By this property bond, we guarantee that the Defendant will appear in court as ordered at all hearings and proceedings where the Defendant's presence is required until the case is resolved.

7. We have executed a promissory note pledging to pay to Bonner County the full amount of the bail if the Defendant fails to appear as required by the Court. Such payment shall be made as provided in the Idaho Bail Act, Idaho Code § 19-2901 *et seq*, and within the time established by Idaho Code § 19-2918.

8. We pledge, under the provisions of Idaho Code § 19-2909, the above-described property as security for the guarantee that the Defendant will appear in court as ordered in this case. We agree and understand that in the event that the court orders forfeiture of the bail following the Defendant's failure to appear in court as ordered, and if we should fail to make remittance of the forfeiture as provided in Idaho Code § 19-2918, the above-described property may be sold to satisfy payment of the bail. In such

event, we shall also be required to pay all attorney fees and costs arising from the sale of the property.

9. The tax-assessed value of the above-described property is \$112,000. The documentation establishing such value is attached hereto as Exhibit A.

10. There are no liens or encumbrances on the property.

11. We agree that we shall not sell, lease, or encumber the property in any way without first informing the court. We further agree that should we become aware of any liens or encumbrances on the property in addition to those listed above, we shall immediately inform the court.

12. We understand and agree that this property bond shall be recorded in the county in which the above-described property is located, that we shall pay all recording fees and costs, and that this bond when so recorded shall constitute a lien on the above-described real property.

DATED this 17 day of August, 2012.

Donald R. Miller  
DONALD R. MILLER

IRIS NYDIA MILLER  
IRIS NYDIA MILLER

STATE OF IDAHO )  
 ) ss.  
COUNTY OF BONNER )

On this 17<sup>th</sup> day of August, 2012, before me, a Notary Public for the State of Idaho, personally appeared DONALD R. MILLER and IRIS NYDIA MILLER, known to me and/or identified to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.



Barbara A. Brown  
Notary Public for the State of Idaho  
Residing at Sandpoint  
Commission Expires 2-13-2016

CERTIFICATE OF SERVICE

I hereby certify that on the 17<sup>th</sup> day of August, 2012, a true and correct copy of

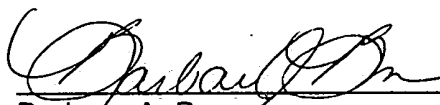
the foregoing was served on the following by the method indicated:

Louis E. Marshall  
Bonner County Prosecuting Attorney  
127 S First  
Sandpoint, ID 83864  
FAX 263-6714

☐ mailed, postage prepaid  
☐ hand delivered  
☒ delivered via Courthouse Mail  
☐ faxed

Serra S. Woods  
Office of Bonner County Public Defender  
406 South Ella  
Sandpoint, Idaho 83864  
FAX 255-7559

☐ mailed, postage prepaid  
☐ hand delivered  
☐ delivered via Courthouse Mail  
☒ faxed

  
Barbara A. Brown

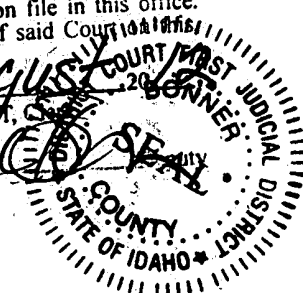
**STATE OF IDAHO**  
**County of Bonner**

I, Marie Scott, Clerk of the District Court of the First Judicial District of the State of Idaho, in and for the County of Bonner, do hereby certify that the foregoing instrument is a true and correct copy of the original thereof now on file in this office. Witness my hand and seal of said Court this

the 27<sup>th</sup> day of August, 2012

MARIE SCOTT, Clerk

By 



BONNER COUNTY ASSESSOR  
1500 HWY 2 STE 205  
SANDPOINT ID 83864  
(208) 265-1440

# 2012

## ASSESSMENT NOTICE

THIS IS NOT A BILL.  
DO NOT PAY.

MILLER, DONALD R & EDIE N  
405 WOODLAND DR  
SANDPOINT ID 83864-7211



For any questions, please notify the Assessor's Office immediately  
Assessor's Telephone Number: (208) 265-1440

Appeals of your property value must be filed in writing on a form  
provided by the County by:

JUNE 25, 2012 5:00PM

See back of this notice for more information.

Parcel Description: 3-57N-2W  
TAX 22

Parcel Number: RP.57N02W036401 A

Tax Code Area: 21-0000

Parcel Address: 365 WOODLAND DR 83864

### ASSESSED VALUE OF YOUR PROPERTY

| CURRENT CATEGORY AND DESCRIPTION | LOTS/ACRES | LAST YEAR'S VALUE | CURRENT YEAR'S VALUE |
|----------------------------------|------------|-------------------|----------------------|
| 12 RURAL RES TR                  | 1.680 AC   | 100,440           | 75,576               |
| 34 BLDG RES TR                   |            | 36,920            | 36,920               |
| SUBTOTAL:                        | 1.680      | 137,360           | 112,496              |
| LESS HOMEOWNER'S EXEMPTION:      |            |                   |                      |
| NET TAXABLE PROPERTY VALUES:     |            | 137,360           | 112,496              |

### BUDGET HEARING INFORMATION

| TAXING DISTRICTS | LAST YEAR'S TAXES | PHONE NUMBER | DATE OF PUBLIC BUDGET HEARING |
|------------------|-------------------|--------------|-------------------------------|
| COUNTY           |                   | 208-265-1437 | 08/29/2012                    |
| LAKE PO M&O      |                   | 208-263-2184 | 06/12/2012                    |
| LAKE PO BOND     |                   | 208-263-2184 | 06/12/2012                    |
| LAKE PO SUPL     |                   | 208-263-2184 | 06/12/2012                    |
| LAKE PO OTHER    |                   | 208-263-2184 | 06/12/2012                    |
| CO RD/BRIDGE     |                   | 208-263-2184 | 06/12/2012                    |
| P.O. HOSPITAL    |                   | 208-265-1437 | 08/29/2012                    |
| AMBULANCE DIST   |                   |              | Not Required                  |
| E BONNER LIB     |                   | 208-265-1437 | 08/29/2012                    |
| LIBRARY BOND     |                   | 208-263-6930 | 08/27/2012                    |
| NORTHSIDE FIRE   |                   | 208-263-6930 | 08/27/2012                    |
|                  |                   | 208-265-4114 | 09/04/2012                    |
| SUBTOTAL:        |                   |              |                               |
| + FEES:          |                   |              |                               |
| = TOTAL:         |                   |              |                               |

THIS IS NOT A BILL. DO NOT PAY.

See the back of this Notice for details.

EXHIBIT

A

ASNT-2012



AFTER RECORDING, MAIL TO GRANTEE.  
FATCO #20530/33602

575184

## QUITCLAIM DEED

FILED BY  
First American Title  
2001 JAN -5 P 3:18  
300  
MARIE SCOTT  
BONNER COUNTY RECORDER  
DEPUTY

For Value Received

DONALD R. MILLER, A Married Man, Spouse of Grantee,  
does hereby convey, release, remise and forever quit claim unto  
DONALD R. MILLER AND EDIE N. MILLER, husband and wife,  
whose address is: 405 Woodland Drive, Sandpoint, ID 83864  
the following described premises, to-wit:

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

Commencing at the corner common to Sections 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 Section  
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;

EXCEPTING therefrom the County Road right of way along the West line  
thereof.

together with their appurtenances and any after acquired title.

Dated: January 4, 2001

Donald R. Miller  
DONALD R. MILLER

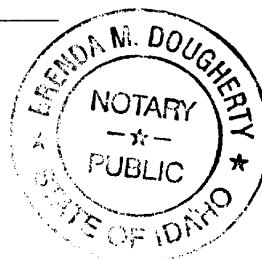
STATE OF IDAHO

)  
: ss

COUNTY OF BONNER

On This 4th day of January in the year 2001 before me, a  
Notary Public in and for said State, personally appeared DONALD R. MILLER, known or  
identified to me to be the person(s) whose name(s) is subscribed to the within  
Instrument, and acknowledged to me that he executed the same.

Brenda M. Dougherty  
Notary Public  
Residing at Sandpoint ID  
Commission Expires 1/24/04



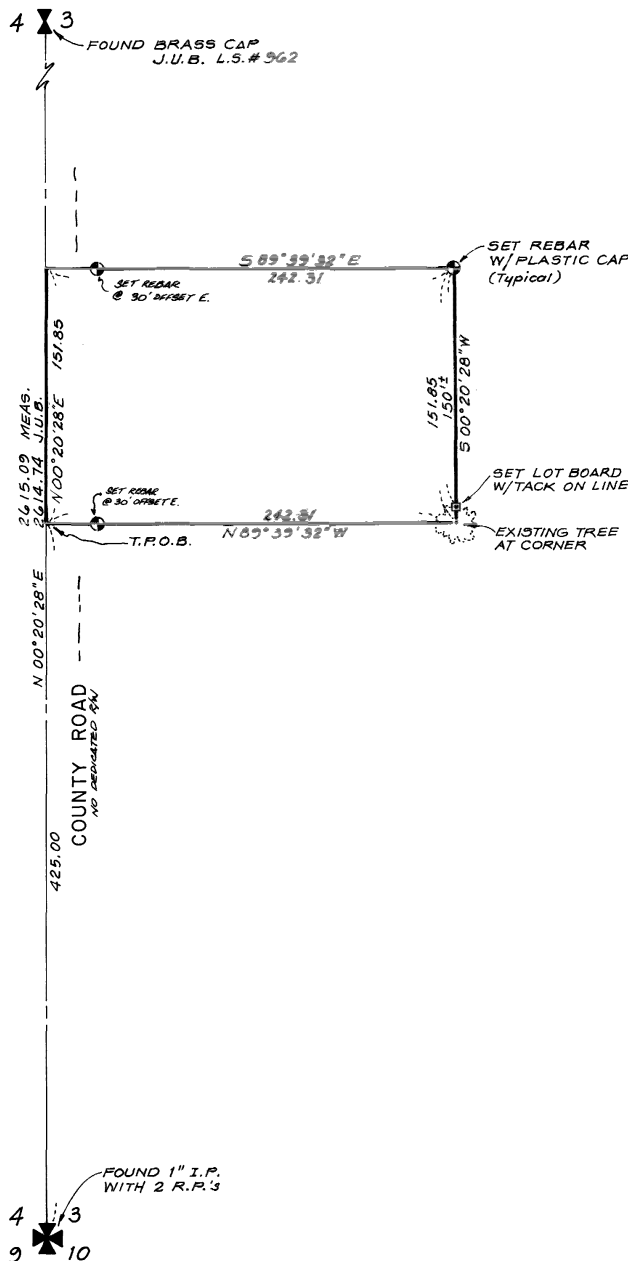
243193 T. 57N R. 2W Sec 3

R

## RECORD OF SURVEY

SW 1/4 of SW 1/4 of SECTION 3, TOWNSHIP 57 NORTH, RANGE 2 WEST, B.M.

BONNER COUNTY, IDAHO



J.U.B. MERIDIAN

## LEGAL DESCRIPTION

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 3, TOWNSHIP 57 NORTH, RANGE 2 WEST, B.M., BONNER COUNTY, IDAHO; THENCE N 00°20'28"E, ALONG THE WEST LINE OF SAID SECTION 3, A DISTANCE OF 425.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE N 00°20'28"E, ALONG SAID SECTION LINE, A DISTANCE OF 151.85 FEET; THENCE S 89°39'32"E, A DISTANCE OF 242.31 FEET; THENCE S 00°20'28"W, A DISTANCE OF 151.85 FEET; THENCE N 89°39'32"W, A DISTANCE OF 242.31 FEET TO THE TRUE POINT OF BEGINNING. CONTAINING 36,795 SQ. FT. MORE OR LESS.

## SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN ACCORDANCE WITH THE LAWS OF IDAHO IN APRIL 1981.

*Noel E. Townsend*  
NOEL E. TOWNSEND

L.S. No 898



C-S Associates  
PLANNERS  
123 90 THIRD ST  
IDAHO 83224  
542

CLIENT  
PROJECT  
DONALD MILLER  
MILLER BOUNDARY SURVEY

DRAWN BY JMB  
APPROVED B.D.  
SCALE 1"=50'  
April 10, 1981

SHEET 1  
01281



Instrument # 935220  
Bonner County, Sandpoint, Idaho  
03/04/2019 09:50:10 AM No. of Pages: 2  
Recorded for: NORTHERN LIGHTS, INC.  
Michael W. Rosedale Fee: \$13.00  
Ex-Officio Recorder Deputy rflaherty  
--Index to: EASEMENT

T57N R2W



## RIGHT-OF WAY-EASEMENT

odabI

KNOW ALL MEN BY THESE PRESENTS: That the undersigned M.E. Miller (hereinafter called the grantor) of the County of Bonner State of Idaho, for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto the Northern Lights, Incorporated, a corporation, and to its successors or assigns, the right to enter upon the lands as shown on map situated in the County of Bonner State of Idaho, and more particularly described as follows:

reiffM .3.M

R2W  
W $\frac{1}{2}$  SW $\frac{1}{4}$  Sec. 3, T57N R/W West of the Great Northern Rail Road.

and to place, construct, operate, repair, maintain, relocate and replace thereon and in or upon all streets, roads, or highways abutting said lands, an electric transmission line or system, including the right to cut and trim trees and shrubbery to the extent necessary to keep them clear of said electric line or system and to cut down from time to time all dead, weak, leaning, or dangerous trees that are tall enough to strike the wires in falling.

In granting this easement it is understood that the location of the poles will be such as to form the least possible interference to farm operations, so long as it does not materially increase the cost of construction.

The grantor covenant that he is the owner of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except none

It is further understood that, whenever necessary, words used in this instrument in the singular shall be construed to read in the plural and that words used in the masculine gender shall be construed to read in the feminine.

IN WITNESS WHEREOF, The grantor has his set his hand and seal this 31st day of October, 1961.

M E Miller

1666

STATE OF Idaho }  
COUNTY OF Bonner } SS.

On this 31st day of October in the year  
19 60, before me, Gordon Garrison a Notary  
Public, in and for said County and State, personally appeared \_\_\_\_\_  
M.E. Miller

known to me to be the person whose name \_\_\_\_\_ is \_\_\_\_\_ subscribed  
to the within instrument, and acknowledged to me that he \_\_\_\_\_  
executed the same,

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



Gordon T. Garrison  
Notary Public for the State of Idaho  
Residing at Sanford  
My commission expires 4-1-61

+ + + + +

S K E T C H  
(if required)

+ + + + +