

GUARANTEE

Issued by

Flying S Title and Escrow of Idaho, Inc.

831 Main Avenue, St. Maries, ID 83861

Title Officer: Josh Lo Bue

Phone: (208)245-3664

FAX: (208)245-4099



First American Title™

Form 5010500 (7-1-14)

Guarantee Number: 501055-

Guarantee Face Page

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY



First American Title Insurance Company

Dennis J. Gilmore, President

Greg L. Smith, Secretary

This jacket was created electronically and constitutes an original document

SCHEDULE OF EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE

1. Except to the extent that specific assurances are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
 - (a) Defects, liens, encumbrances, adverse claims or other matters against the title, whether or not shown by the public records.
 - (b) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the public records.
 - (c) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the public records.
2. Notwithstanding any specific assurances which are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
 - (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A), (C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways to which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any structure or improvements; or any rights or easements therein, unless such property, rights or easements are expressly and specifically set forth in said description.
 - (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the public records; (1) which are created, suffered, assumed or agreed to by one or more of the Assureds; (2) which result in no loss to the Assured; or (3) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of the assurances provided.
 - (c) The identity of any party shown or referred to in Schedule A.
 - (d) The validity, legal effect or priority of any matter shown or referred to in this Guarantee

GUARANTEE CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS.

The following terms when used in the Guarantee mean:

- (a) the "Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
- (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "date": the effective date.

2. NOTICE OF CLAIM TO BE GIVEN BY ASSURED CLAIMANT.

An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice

3. NO DUTY TO DEFEND OR PROSECUTE.

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

4. COMPANY'S OPTION TO DEFEND OR PROSECUTE ACTIONS; DUTY OF ASSURED CLAIMANT TO COOPERATE.

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- (b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of

GUARANTEE CONDITIONS AND STIPULATIONS (Continued)

this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.

- (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. PROOF OF LOSS OR DAMAGE.

In addition to and after the notices required under Section 2 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such Assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate

any liability of the Company under this Guarantee to the Assured for that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS: TERMINATION OF LIABILITY.

In case of a claim under this Guarantee, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4, and the Guarantee shall be surrendered to the Company for cancellation.

- (b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay. Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4.

7. DETERMINATION AND EXTENT OF LIABILITY.

This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the

GUARANTEE CONDITIONS AND STIPULATIONS (Continued)

Exclusions From Coverage of This Guarantee.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- (a) the amount of liability stated in Schedule A or in Part 2;
- (b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 6 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
- (c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

8. LIMITATION OF LIABILITY.

- (a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- (b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.
- (c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

9. REDUCTION OF LIABILITY OR TERMINATION OF LIABILITY.

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the amount of liability pro tanto.

10. PAYMENT OF LOSS.

- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

11. SUBROGATION UPON PAYMENT OR SETTLEMENT.

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant. The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company,

the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies. If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

12. ARBITRATION.

Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

13. LIABILITY LIMITED TO THIS GUARANTEE; GUARANTEE ENTIRE CONTRACT.

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- (b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- (c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

14. NOTICES, WHERE SENT.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707. Phone: 888-632-1642.**



First American Title

Guarantee

Subdivision Guarantee

ISSUED BY

First American Title Insurance Company

GUARANTEE NUMBER

5010500-1218831-SM

Subdivision or Proposed Subdivision:

Order No.: 1218831-SM

Reference No.:

Fee: \$200.00

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY, AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE, FIRST AMERICAN TITLE INSURANCE COMPANY, A CORPORATION HEREIN CALLED THE COMPANY GUARANTEES:

Marzetta Reimann

FOR THE PURPOSES OF AIDING ITS COMPLIANCE WITH BENEWAH COUNTY SUBDIVISION REGULATIONS,

in a sum not exceeding \$200.00.

THAT according to those public records which, under the recording laws of the State of Idaho, impart constructive notice of matters affecting the title to the lands described on the attached legal description:

The Southwest quarter of the Southwest quarter of Section 11, Township 46 North, Range 1 West, Boise Meridian, Benewah County, State of Idaho.

(A) Parties having record title interest in said lands whose signatures are necessary under the requirements of Benewah County Subdivision Regulations on the certificates consenting to the recordation of Plats and offering for dedication any streets, roads, avenues, and other easements offered for dedication by said Plat are:

Mark Reimann, a single person

(B) Parties holding liens or encumbrances on the title to said lands are:

1. 2026 taxes and special assessments are an accruing lien, amounts not yet due and payable.

The first one-half becomes delinquent after December 20th of the current year, the second one-half becomes delinquent after June 20th of the following year.

Taxes which may be assessed and entered on the property roll for 2025 with respect to new improvement and first occupancy, which may be included on the regular property, which are an accruing lien, not yet due and payable.

General taxes as set forth below. Any amounts not paid when due will accrue penalties and interest in addition to the amount stated herein:

Year	First Half / Status	Second Half / Status	Parcel Number	Covers
2025	\$21.54 Paid	\$21.54 Paid	RP46N01W116000	Subject Land

Homeowner's Exemption is not in effect for 2025.

2. Subject to liens for any taxes deferred by virtue of the designation of the subject property as Forest Lands, as provided in Section 63-1701, et seq., Idaho Code.

(C) Easements, claims of easements and restriction agreements of record are:

3. Reservations in United States Patent.
4. Provisions in deed to Phillip Rochat, recorded March 18, 1941, in [Book A-2 of Deeds, page 134](#).
5. Easement for right of way granted to the United States of America, recorded November 26, 1956, in [Book L-2 of Deeds, Page 280](#).
6. Easement for right of way granted to the United States of America, recorded January 21, 1953, in [Book J-2 of Deeds, Page 318](#).
7. Easement for right of way granted to the United States of America, recorded August 7, 1959, in [Book N-2 of Deeds, Page 54](#).
8. Easement granted to The Washington Water Power Company, recorded August 19, 1960, in [Book 8 of Misc., page 457](#).
9. That certain document titled Consent and Subordination Agreement, dated and recorded October 13, 1982, as Instrument No. [157067](#).
10. Federal Land Policy and Management Act Powerline Easement for right of way granted to The Washington Water Power Company, recorded May 18, 1989, as Instrument No. [180638](#).
11. United States Department of Land Management Right-of-Way Grant Serial Number IDID106696742 recorded September 15, 2025 as Instrument No. [305980](#).

Date of Guarantee: January 09, 2026 at 7:30 A.M.

By: 

Authorized Countersignature



Flying S Title and Escrow of Idaho, Inc.

831 Main Avenue

St. Maries, ID 83861

Phone: (208)245-3664 / Fax: (208)245-4099

PR: AFFGRP

Ofc: 24 (3646)

Final Invoice

To: Marzetta Reimann
5637 St. Joe River Rd
St. Maries, ID 83861

Invoice No.: 3646 - 241007569

Date: 01/26/2026

Our File No.: 1218831-SM

Title Officer: Josh LoBue

Escrow Officer:

Customer ID: AD1223984

Liability Amounts

Attention:

Your Ref.:

RE: Property:
NNA, St. Maries, ID 83861

Buyers: Mark Reimann

Sellers:

Description of Charge	Invoice Amount
Guarantee-Subdivision Guarantee	\$200.00
Work Charge	\$100.00

INVOICE TOTAL \$300.00

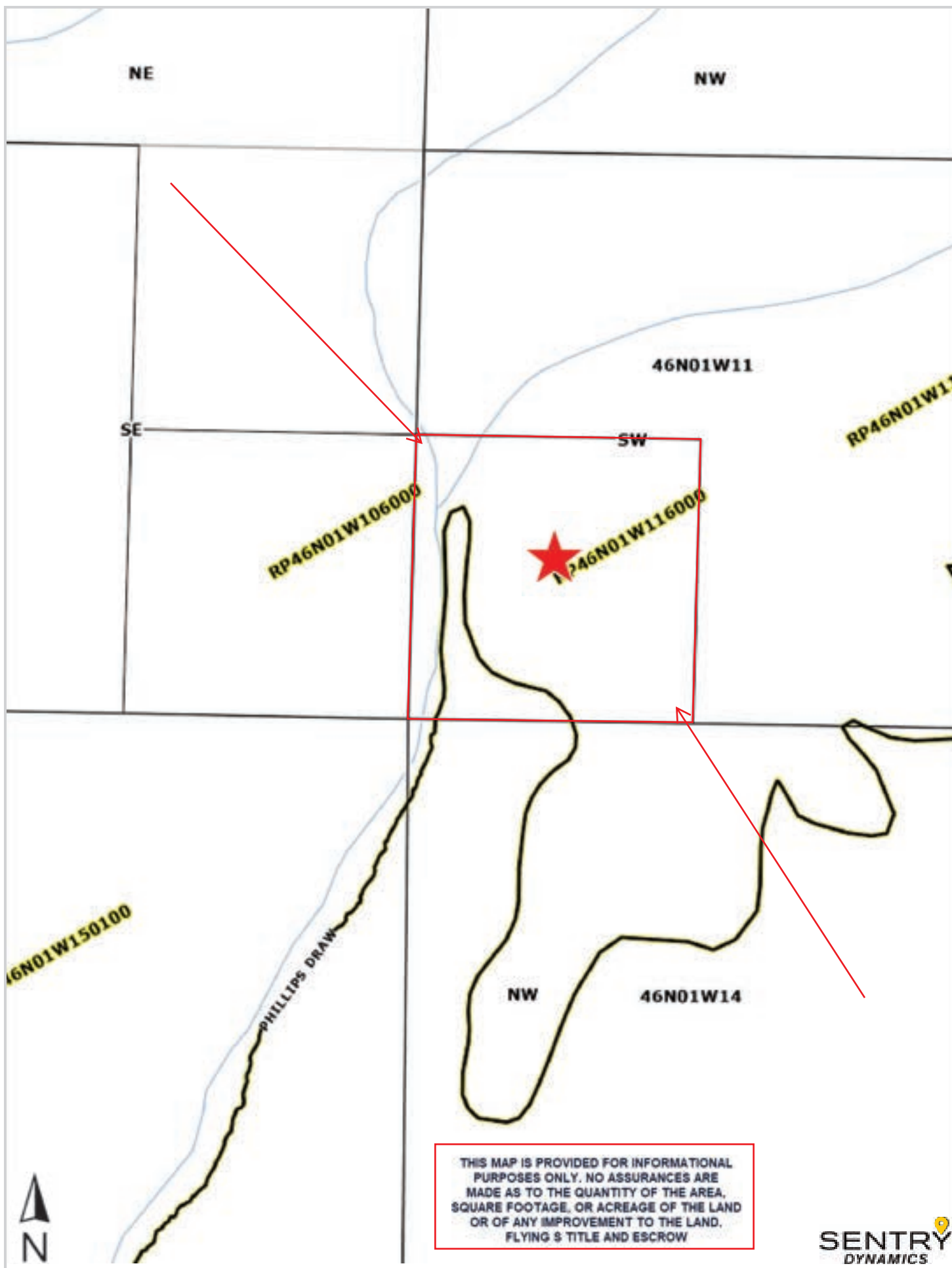
Comments: Check #1380 on 1-22-26 \$300.00ps

Thank you for your business!

To assure proper credit, please send a copy of this Invoice and Payment to:

Attention: Accounts Receivable Department

*NOTE NEW REMITTANCE ADDRESS, LB# 1083, Flying S Title and Escrow, PO Box 35146
Seattle, WA 98124-5146*



CONSENT AND SUBORDINATION AGREEMENT

WHEREAS, Benewah County, hereinafter called "Consenter", has an interest in the real property hereinafter described by virtue of a reservation for a road right-of-way in a Tax Deed dated March 3, 1941, recorded March 18, 1941, in Book A-2 of Deeds on page 134, Records of Benewah County, State of Idaho, and which road right-of-way reservation traverses the SW¹/₄SW¹/₄ section 11, T. 46 N., R. 1 W., B.M., County of Benewah, State of Idaho.

WHEREAS, Philip Richat (Philip J. Richat), hereinafter called the "Grantor", has conveyed to the United States of America, hereinafter called the "Grantee", road right-of-way easements over and across said real property by virtue of Right-of-Way Deeds dated April 4, 1953, recorded November 26, 1956, in Book L-2 of Deeds on page 280, and dated August 26, 1952, recorded January 21, 1953, in Book J-2 of Deeds on page 318, records of Benewah County, State of Idaho.

NOW THEREFORE, the Consenter consents to the above mentioned conveyances from the Grantor to the Grantee and subordinates its interest in the real property hereinbefore described to the rights of the Grantee in and to said real property by virtue of the above mentioned instruments.

IN WITNESS WHEREOF, the Consenter has caused this instrument to be executed this 22 day of October, 1952.

FOR BENEWAH COUNTY
BY THE BOARD OF COUNTY COMMISSIONERS

COMMISSIONER:

Carl A. Buehl

COMMISSIONER:

Clay M. Miller

COMMISSIONER:

W. R. Miller

ACKNOWLEDGMENT

STATE OF IDAHO }
County of Benewah } ss.

On this 22 day of October, 1952, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared

Carl A. Buehl, Clay M. Miller, W. R. Miller

known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same, for and on behalf of Benewah County.

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

157067

BE 154 page 5118

82 OCT 13 P 4:15

John M. Simpson
Notary Public for the State of Idaho
Residing at Shoshone
My commission expires 1954

Handwritten
U.S. Trust Co.

FEDERAL LAND POLICY AND MANAGEMENT ACT
POWERLINE EASEMENT

THIS EASEMENT, dated this 2nd day of May, 1989, from the United States of America, acting by and through the Forest Service, Department of Agriculture, hereinafter called Grantor, to the Washington Water Power Company, hereinafter called Grantee.

WITNESSETH:

WHEREAS, Grantee has applied for a grant of an easement under the Act of October 21, 1976 (90 Stat. 2743; 43 U.S.C. 1761), for a powerline over assignable easements owned by the United States in the County of Benewah, State of Idaho, and administered by the Forest Service, Department of Agriculture,

NOW THEREFORE, Grantor, for and in consideration of One Hundred Dollars (\$100.00), does hereby assign to Grantee, subject to existing easements and valid rights, all interests in the following powerline easements acquired by the United States:

1. An easement 33 feet in width across the SE1/4SW1/4 and NW1/4SW1/4 section 11, T. 46 N., R. 1 W., B.M., as granted to the United States by Diamond National Corporation, a corporation of the State of Delaware, by Easement dated March 9, 1960, recorded June 26, 1960, as Instrument No. 93029, in Book 8 of Miscellaneous, page 439, Benewah County, Idaho.
2. An easement 33 feet in width across the SW1/4SW1/4 section 11, T. 46 N., R. 1 W., B.M., as granted to the United States by Philip J. Rochat, a single man, by Easement Deed dated July 23, 1959, recorded August 7, 1959, as Instrument No. 90973, in Book N2 of Deeds, page 54, Benewah County, Idaho.
3. An easement 33 feet in width across the SW1/4SE1/4 section 11, T. 46 N., R. 1 W., B.M., as granted to the United States by Paul E. Emmans and Ruth S. Emmans, his wife, by Easement Deed dated August 2, 1959, recorded September 15, 1959, as Instrument No. 91221, in Book N2 of Deeds, Page 71, Benewah County, Idaho.
4. An easement 33 feet in width across the NE1/4NE1/4, SE1/4NE1/4, NE1/4SE1/4 and NW1/4SE1/4 section 11, T. 46 N., R. 1 W., B.M., as granted to the United States by E. J. McDole and Dora McDole, his wife by Easement Deed dated November 25, 1959, recorded December 3, 1959, as Instrument No. 91760, in Book 8 of Miscellaneous, Page 347, and by Correction Easement dated November 3, 1960, recorded November 22, 1960, as Instrument No. 93920, in Book 8 of Miscellaneous, Page 483, Benewah County, Idaho.

IN WITNESS WHEREOF, the Grantor, by its Director of Recreation, Wilderness, and Lands, Northern Region, Forest Service, has executed this easement pursuant to the delegation of authority by the Secretary of Agriculture to the Assistant Secretary for Natural Resources and Conservation, the delegation of authority by the Assistant Secretary for Natural Resources and Conservation, to the Chief, Forest Service, 7 CFR 2.60, and the delegation of authority by the Chief, Forest Service, dated August 16, 1982, (47 FR 36465), on the day and year first above written.

UNITED STATES OF AMERICA

acting James R. Schornbaum
 Director Recreation, Wilderness,
 and Lands
 Northern Region
 Forest Service
 Department of Agriculture

ACKNOWLEDGMENT

STATE OF MONTANA)
) ss.
 County of Missoula)

On the 2nd day of March, 1989, before me, a Notary Public within and for said State, personally appeared James R. Schornbaum, for Director of Recreation, Wilderness, and Lands, Northern Region, Forest Service, Department of Agriculture, and the same person who executed the within and foregoing instrument, who, being by me duly sworn according to law, did say that he is the Director of Recreation, Wilderness, and Lands, and that said instrument was signed in behalf of the United States of America by its authority duly given and by him delivered as and for its act and deed. And he did further acknowledge that he executed said instrument as the free act and deed of the United States of America, for the purposes and consideration herein mentioned and set forth, and I do hereby so certify.

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

(SEAL)

Notary Public for the State of Montana
 Residing at Missoula, Montana
 My commission expires 5-30-91

PROVIDED

180638

03 MAY 18 P 2:25

Beverly Vallard

BEVERLY VALLARD
DEPUTY

\$9.00

USFS - Linda Vore

64 / 137

✓

Document Number 93305
RIGHT OF WAY EASEMENT

Date: July 29, 1960

First Party: Philip J. Rochat, Bachelor

Second Party: THE WASHINGTON WATER POWER COMPANY, a corporation.

Consideration: None

Agreement: The right to erect, construct, reconstruct and maintain an electrical distribution line consisting of wires, poles and associated fixtures, to be located over, along and across the following described property in Benewah County, State of Idaho. Together with the right to inspect said line and to remove brush and trees that may interfere with the construction, maintenance and operation of the same.

Description: It is understood and agreed that said easement covers the right to install eight (8) poles and four (4) anchors in E $\frac{1}{2}$ of NE $\frac{1}{4}$ of Sec. 15 TWP 46N, R 1 WBM and three (3) poles and one (1) anchor in SW $\frac{1}{4}$ of SW $\frac{1}{4}$ Sec. 11 TWP 46N, R. 1 WBM, as now surveyed and staked thereon.

Signed: Philip J. Rochat

Acknowledged: In State of Idaho, County of Benewah, on July 29, 1960, came Philip J. Rochat, before Ray A. Bowen, Notary Public for the State of Idaho residing at St. Maries, Idaho. My commission expires Feb. 24, 1961.

Notarial Seal.

Filed: August 19, 1960 at 11:15 A. M.

Recorded: In Book 8 of Misc., on page 457.

Date: March 3rd, 1941

Grantor: County of Bonewah, State of Idaho.

Grantee: Phillip Rochat of St. Maries, Idaho.

Consideration: \$40.00

Granting Clause: Does release, bargain, sell, convey and quit claim.

Whereas, by an order duly given, made and entered by the Board of County Commissioners, of said County, in meeting assembled on the 14th day of January 1941, it was found and determined that the certain tract or parcel of land belonging to said County and hereinafter particularly described, was not necessary for the use of said County and that the same should therefore, pursuant to the provisions of Section 50-703 Idaho Code for 1932, as amended by the 1933 Session Laws, Chapter 81, Page 48, be sold;

And Whereas, Pursuant to said order and the statutes in such case made and provided, and after due and legal notice, the lands have been sold at public auction to the party of the second part herein, who was the highest bidder therefor.

Description: The Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$)
Section 11, Township 46, North, Range 1 West of the Boise
Meridian.

Exemptions: Except taxes for the year 1941 and subsequent years, and saving and excepting to the county all right of ways and easements for roads or other purposes appearing of record and excepting public roads, if any, across the land having been used by the public for a period of five years whether appearing of record or not. The County reserves to itself the right to build and construct a public road across this land at any future date.

Signed: Bonewah County, by E.S. McLaughlin, Chairman Board of County Commissioners.
Attest: R.W. Whiteside, County Auditor and Ex-Officio Clerk of Board of County Commissioners. Official Seal.

Acknowledged: In State of Idaho, County of Bonewah on March 3rd 1941 by E.S. McLaughlin, Chairman of the Board of County Commissioners before Fred Elwell, Judge of the Probate Court of Bonewah County, Idaho. Official Seal.

Filed: March 18th, 1941 at 10:52 A.M.

Recorded: Book A-2 of Deeds on page 134.

18/57

Document Number 77954
RIGHT-OF-WAY DEED

Dated: August 26, 1952

Grantor: Philip Rochat of the County of Benewah, State of Idaho

Grantee: United States of America whose post office address is Washington
D. C.

Consideration: \$1.00

Granting Clause: Does hereby grant, bargain, and sell, dedicate, convey and
confirm unto the party of the second part an easement and right-of-way

Description: 100 feet wide extending 50 feet on each side of the survey line shown
on the plan attached hereto, and comprising an area of 13.44 acres, across the SW $\frac{1}{4}$ SW $\frac{1}{4}$
Sec. 11, NE $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 15, SE $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 15, NE $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 15, all lands in Township 46
N. R. 1 W. Boise Meridian,
and located on the ground according to the survey line, the figures, measurements, and
other references shown on the blueprint hereto attached and made a part hereof, the
said blueprint being a true copy of a portion of the plan prepared for the highway to
be constructed by the Secretary of Agriculture of the United States, and known as the
St. Joe Baldy Road Project 745A

The said right-of-way hereby granted is for the construction, repair, maintenance, and
operation of a common, main, or State public highway and as a connecting link in the
aforesaid project, without any reservations or exceptions whatsoever by the party of
the first part with respect to the construction, repair, maintenance, operation, or
control or otherwise of the full width of the said right-of-way. The said party
of the first part hereby releases the party of the second part from all damages by
reason of, or in connection with, the construction, repair, maintenance, or operation
of a road or highway upon the said right-of-way. The party of the first part does
also hereby dedicate the said right-of-way to the general public for all road and
highway purposes provided for in the laws of the State of Idaho.

Provided if, at any time hereafter, the use of the said right-of-way shall be abandoned
by the United States and by the properly constituted authorities in such matters for
all purposes as a public road, then the said easement covered by the said right-of-way
shall revert to the said party of the first part, his heirs, successors, administrators,
or assigns.

IN WITNESS WHEREOF the said party of the first part has hereunto subscribed his name
and affixed his seal at St. Maries County of Benewah, State of Idaho, the day and year
first above written.

Signed: Philip J. Rochat

Acknowledged: In State of Idaho County of Benewah August 26, 1952 by Philip J. Rochat
before Ray A. Bowen, Notary Public. Notarial Seal.

Filed: Jan. 21, 1953 at 10:57 A. M.

Recorded: Book J-2 of Deeds on page 318

Document Number 85229
Right-of -Way Deed

THIS INDENTURE, MADE this 4th day of April in the year 1953 between Philip Rochat of the County of Benewah, State of Idaho, grantor, part of the of the First part, and the United States of America whose post office address is Washington, D. C., party of the second part, WITNESSETH:

That for and in consideration of _____, the receipt of which is hereby acknowledged, the party of the first part does hereby grant, bargain and sell, dedicate, convey and confirm unto the party of the second part an easement and right-of-way 100 feet wide Extending 50 feet on each side of the survey line shown on the plans attached and made a part hereof, the said blueprint being a true copy of a portion of the plan prepared for the highway to be constructed by the Secretary of Agriculture of the United States, and known as the --St. Joe Baldy Road Project #745 A.

The said right-of-way hereby granted is for the construction, repair, maintenance, and operation of a common, main, or State public highway and as a connecting link in the aforesaid project, without any reservations or exceptions whatsoever by the party of the first part with respect to the construction, repair, maintenance, operation, or control or otherwise of the full width of the said right-of-way or of any road which may be constructed upon the said right-of-way. The said party of the first part hereby release the party of the second part from all damages by reason of, or in connection with, the construction, repair, maintenance, or operation of a road or highway upon the said right-of-way. The party of the first part does also hereby dedicate the said right-of-way to the general public for all road and highway purposes provided for in the laws of the State of Idaho.

Provided if, at any time hereafter, the use of the said right-of-way shall be abandoned by the United States and by the properly constituted authorities in such matters for all purposes as a public road, then the said easement covered by the said right-of-way shall revert to the said party of the first part, his heirs,, successors, administrators, or assigns.

IN WITNESS WHEREOF the said party of the first part has hereunto subscribed his name and affixed his seal at St. Maries County of Benewah, State of Idaho, the day and year first above written.

Signed: Philip Rochat

Acknowledged: In State of Idaho County of Benewah April 4, 1953 by Philip Rochat before Ray A. Bowen, Notary Public.

Notarial Seal.

Filed: Nov. 26, 1956 at 3:52 P. M.

Recorded: Book L-2 of Deeds on page 280

That for and in consideration of _____ the receipt of which is hereby acknowledged, the party of the first part does hereby grant, bargain and sell, dedicate, convey and confirm unto the party of the second part an easement and right-of-way 100 feet wide Extending 50 feet on each side of the survey line shown on the plans attached hereto comprising and area 9.69 acres across the SE $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 15, NE $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 15, SW $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 11. All the above land in Township 46 N. Range 1 W. Boise Meridian and located on the ground according to the survey line, the figures, measurements, and other references shown on the blueprint hereto attached and made a part hereof, the said blueprint being a true copy of a portion of the plan prepared for the highway to be constructed by the Secretary of Agriculture of the United States, and known as the St. Joe Baldy Road Project #745 A

Document Number 90973
 RIGHT OF WAY EASEMENT DEED
 ST. JOE BALDY POWER LINE

Date: July 23, 1959

First Party: Philip J. Rochat, a single man, of the County of Benewah, State of Idaho (Grantor)

Second Party: The United States of America, party of the second part

Consideration: One Dollar

Agreement: Does hereby grant, bargain, sell and convey unto the party of the second part and its assigns an easement for a telephone line, power line, and other facilities, 33 feet in width, with as much additional width as may be required for construction, operation and maintenance, over and across the following described land:

Description: SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec. 11, T46N, R 1 W. B. M.,

being 16 $\frac{1}{2}$ feet in width each side of a centerline, and located on the ground according to the survey line, the figures, measurements, and other references shown on the plat hereto attached and made a part hereof.

It is stipulated and agreed that this grant is made under the authority of the Act of April 24, 1950 (16 U.S.C. 571c) and includes the right of the party of the second part to remove any structures placed on said easement within a reasonable time after the termination of the right to use the land.

Provided however, that if at any time this easement shall be abandoned by the U. S. A. or its assigns, the rights and privileges hereby granted shall cease and terminate, subject to the rights reserved in the preceding paragraph, and the land traversed thereby shall be freed from said easement as fully and completely as if this indenture had not been made.

Signed: Philip J. Rochat (Seal)

Witnesses:

Calvin M. Hofferber

Approved as to consideration, description and conditions. By Atlee Weinmann date 7/27/59
 SEAL.

Acknowledged: State of Idaho, County of Benewah, ss: On July 23, 1959 came Philip J. Rochat before Atlee Weinmann, Notary Public for the State of Idaho residing at St. Maries, Idaho. My commission expires Sept. 20, 1961.
 Notarial Seal.

SURVEY PLAT ATTACHED TO COUNTY AUDITORS RECORDS.

Filed: August 7, 1959 at 2:15 o'clock P. M.

Recorded: Book N-2 of Deeds, page 54.

FORM 2800-14
(August 1985)

Issuing Office
Coeur d'Alene Field Office

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RIGHT-OF-WAY GRANT
SERIAL NUMBER IDID106696742

1. A right-of-way is hereby granted pursuant to Title V of the Federal Land Policy and Management Act of October 21, 1976 (90 Stat. 2776; 43 U.S.C. 1761).

2. Nature of Interest:

- a. By this instrument, the Holder:

Idaho Department of Lands
300 N. 6th Ste#103
Boise, ID 83702

receives a right to operate, maintain, and terminate a right-of-way on a road commonly known as Phillips Draw Road located on public lands. The public lands associated with this right-of-way are described as follows:

Boise Meridian, Idaho
T. 46 N., R. 1 W.,
sec. 11, SW $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$;
sec. 9, E $\frac{1}{2}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$.

- b. The right-of-way granted herein is approximately 60 feet wide and 1.24 miles long, containing approximately 9.04 acres, more or less.
- c. This instrument is issued in perpetuity, unless, prior thereto, it is relinquished, abandoned, terminated, or modified pursuant to the terms and conditions of this instrument or of any applicable Federal law or regulation.
- d. This instrument may or may not be renewed. If renewed, the right-of-way or permit shall be subject to the regulations existing at the time of renewal and any other terms and conditions that the authorized officer deems necessary to protect the public interest.
- e. Notwithstanding the expiration of this instrument or any renewal thereof, early relinquishment, abandonment, or termination, the provisions of this instrument, to the extent applicable, shall continue in effect and shall be binding on the holder, its successors, or assigns, until they have fully satisfied the obligations and/or liabilities accruing herein before or on account of the expiration, or prior termination, of the grant.

3. **Rental:**

For and in consideration of the rights granted, the holder agrees to pay the Bureau of Land Management fair market value rental as determined by the authorized officer unless specifically exempted from such payment by regulation. Provided, however, that the rental may be adjusted by the authorized officer, whenever necessary, to reflect changes in the fair market rental value as determined by the application of sound business management principles, and so far as practicable and feasible, in accordance with comparable commercial practices.

4. **Terms and Conditions:**

- a. This grant or permit is issued subject to the holder's compliance with all applicable regulations contained in Title 43 Code of Federal Regulations part 2800.
- b. Upon grant termination by the authorized officer, all improvements shall be removed from the public lands within 90 days, or otherwise disposed of as provided in paragraph (4)(d) or as directed by the authorized officer.
- c. Each grant issued pursuant to the authority of paragraph (1)(a) for a term of 20 years or more shall, at a minimum, be reviewed by the authorized officer at the end of the 20th year and at regular intervals thereafter not to exceed 10 years. Provided, however, that a right-of-way or permit granted herein may be reviewed at any time deemed necessary by the authorized officer.
- d. The stipulations, plans, maps, or designs set forth in Exhibit(s) A (stipulations) and B (map), attached hereto, are incorporated into and made a part of this grant instrument as fully and effectively as if they were set forth herein in their entirety.
- e. Failure of the holder to comply with applicable law or any provision of this right-of-way grant or permit shall constitute grounds for suspension or termination thereof.
- f. The holder shall perform all operations in a good and skillful manner so as to ensure protection of the environment and the health and safety of the public.

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

GRANTEE:

IDAHO DEPARTMENT OF LANDS

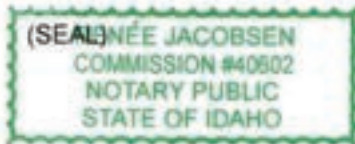
Dated: 6-24-25

Dustin T. Miller
DUSTIN T. MILLER, Director

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this 24th day of June, 2025, before me, a Notary Public in and for said State, personally appeared **DUSTIN T. MILLER**, known to me to be the Director of the Idaho Department of Lands, an agency of the State of Idaho, that executed the within instrument, and acknowledged to me that he executed the same on behalf of the Idaho Department of Lands.

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



Renee Jacobsen
NOTARY PUBLIC FOR IDAHO
Residing at Boise ID
My Commission Expires 9-2-2027

IN WITNESS WHEREOF, Grantor has caused these presents to be executed the day and year first below written.

GRANTOR:

BLM Authorized Officer

Dated: 9/9/2025

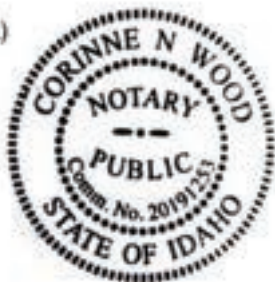
J. Raymond Pease
J. Raymond Pease, Field Manager
Print Name, Title

STATE OF IDAHO)
) ss.
COUNTY OF)

On this 9 day of Sept., 2025, before me, a Notary Public in and for said State, personally appeared James Pease, known or identified to me to be the Field Manager of the Department of Interior, Bureau of Land Management, that executed the within instrument, and acknowledged to me that he executed the same on behalf of the Department of Interior, Bureau of Land Management.

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

(SEAL)



Corinne N. Wood
NOTARY PUBLIC FOR IDAHO
Residing at 3384 W. Tule Rd. Co. A, ID 83815
My Commission Expires 6-26-31

EXHIBIT A
CONDITIONS AND STIPULATIONS
Right-of-Way IDID106696742

General Terms

1. The holder shall construct, operate, maintain, and terminate the facilities, improvements, and structures associated with this right-of-way in strict conformity with the terms and Conditions of this Right-of-Way (ROW) Grant. Any relocation, additional construction, or use that is not in accord with this Grant shall not be initiated without the prior written approval of the Authorized Officer. A copy of the complete right-of-way grant, including all Exhibits, shall be made available on the right-of-way area during construction, operation, and termination. Noncompliance with the above shall be grounds for an immediate temporary suspension of activities if it constitutes a threat to public health and safety or the environment.
2. The holder shall conduct all activities associated with the construction, operation, and termination of the ROW within the authorized limits of the ROW. If at any time the Holder wishes to reconstruct or relocate any portion of the ROW, or the improvements thereon, in a manner that has been determined to be a substantial deviation, prior written authorization must be obtained from the Authorized Officer.
3. The authorized officer may suspend or terminate in whole, or in part, any notice to proceed which has been issued when, in his judgement, unforeseen conditions arise which result in the approved terms and conditions being inadequate to protect the public health and safety or to protect the environment.
4. The holder shall designate a representative who shall have the authority to act upon and to implement instructions from the authorized officer. The holder's representative shall be available for communication with the authorized officer within a reasonable time when construction and/or surface disturbing activities are underway.
5. This grant may be assigned to a new Holder with the approval by the authorized officer but does not allow sub-granting rights.
6. There is reserved to the Secretary of the Interior, or his/her lawful delegate, the right to grant additional ROWs or permits for compatible uses on, over, under or adjacent to the land involved in this grant.
7. The holder shall maintain the right-of-way in a safe, usable condition, as directed by the authorized officer. Maintenance shall be in accordance with Idaho Forestry Best Management Practices Field Guide.
8. The Holder shall notify the Bureau of Land Management Area Manager seven (7) days in advance of his/her intent to commence any field operations associated with this right-of-way grant.

9. The holder shall maintain the ROW in a sanitary condition at all times; waste materials shall be disposed of promptly at an appropriate waste disposal site. 'Waste' is defined as all discarded matter including, but not limited to, human waste, trash, garbage, refuse, oil drums, petroleum products, ash, and equipment that are a result of the Holder's activities.
10. The holder shall not interfere with public land management practices of the BLM or any authorized BLM operators, licensees, resource purchasers, agents, or public.
11. The Holder shall notify the BLM Authorized Officer of any change of mailing address within 30 days of such change.
12. To the extent allowed by the Idaho Tort Claims Act, Title 6, Chapter 9, Idaho Code, and as limited by Article VII, Section 11 of the Idaho Constitution and Idaho Code §§ 59-1015, -1016, and -1017, the Holder recognizes and agrees that it is liable to the United States for damage to life or property arising from the occupancy or use of public lands under this grant or permit.
13. The holder shall pay \$175/acre to the local BLM fund established for the treatment of noxious weeds.

Cultural

14. Pursuant to 43 CFR 10, the Holder of this authorization must immediately notify the Authorized Officer, by telephone, with written confirmation, immediately upon the discovery of human remains, funerary items, sacred objects, or objects of cultural patrimony. Further, pursuant to 43 CFR 10.4 (c) and (d), the Holder must stop activities in the vicinity of the discovery and protect it until notified to proceed by the Authorized Officer. The BLM Authorized Officer shall determine avoidance, protection or mitigation measures in consultation with the Holder, Idaho State Historic Preservation Officer (SHPO), and affected Tribes. Costs associated with the discovery, evaluation, protection or mitigation of the discovery shall be the responsibility of the Holder.
15. Any cultural and/or paleontological resource (historic or prehistoric site or object, or fossil) discovered by the Holder, or any persons working on his/her behalf on public or Federal land shall be immediately reported to the Authorized Officer. Holder shall suspend all operations in the immediate area of such discovery until written authorization to proceed is issued by the Authorized Officer. An evaluation of the discovery shall be made by the Authorized Officer to determine appropriate actions to prevent the loss of significant cultural or scientific values. The Holder shall be responsible for the cost of evaluation and mitigation, and any decision as to proper avoidance, protection or mitigation measures shall be made by the Authorized Officer after consulting with the Holder and others under Section 106 of the National Historic Preservation Act.
16. The Holder shall protect all survey monuments found within the ROW. Survey monuments include, but are not limited to, General Land Office and Bureau of Land

Management Cadastral Survey Corners, reference corners, witness points, U.S. Coastal and Geodetic benchmarks and triangulation stations, military control monuments, and recognizable civil (both public and private) survey monuments. In the event of obliteration or disturbance of any of the above, the Holder shall immediately report the incident, in writing, to the Authorized Officer and the respective installing authority if known. Where General Land Office or Bureau of Land Management survey monuments or references are obliterated during Holder's operations, the Holder shall secure the services of a registered land surveyor or Bureau cadastral surveyor to restore the disturbed monument and references using procedures found in the Manual of Surveying Instructions for the Survey of the Public Lands of the United States, latest edition. The Holder shall record such survey in the appropriate county and send a copy to the Authorized Officer. If the Bureau cadastral surveyors or other Federal surveyors are used to restore the disturbed survey monument, the Holder shall be responsible for the survey cost.

Construction Plans, Operation and Maintenance

17. Holder may clear brush and remove hazard trees less than 8 inches in Diameter Breast Height (DBH) within the ROW if necessary for operation and maintenance and/or for the health and safety of the Holder and his/her agents. Trees 8 inches DBH or greater within the ROW, and potential hazard trees outside the ROW, shall be marked by the Holder. Prior to harvest, hazard trees outside the ROW and trees 8 inches DBH or greater shall be verified and measured by the Authorized Officer. Vegetation and timber that is cut remains the property of the Government (43 CFR 2805.15) and may be sold to the Holder for appraised value in accordance with 43 CFR 5400.
18. Maintenance-related traffic shall be restricted to routes approved by the Authorized Officer. New access roads or cross-country vehicle travel shall not be permitted unless prior written approval is given by the Authorized Officer. The Holder will obtain a ROW to use any roads outside the ROW that require surface-disturbing repair or maintenance.
19. No routine maintenance activities shall be performed during periods when the soil is too wet to adequately support construction equipment. If such equipment creates ruts in excess of 3 inches deep, the soil shall be deemed too wet to adequately support construction equipment.
20. Maintenance activities that include removal of vegetation shall not occur during the primary nesting season for migratory birds (April 1 – July 15), to reduce destruction of nests, disturbance or injury to adult birds, and mortality or harm to nestlings or eggs.
21. If snow removal from the road is undertaken, equipment used for snow removal operations will be equipped with shoes to keep the blade 1 (one) inch off the road surface. Holder will take special precautions where the surface of the ground is uneven and at drainage crossings to ensure that equipment blades do not destroy vegetation.
22. The Holder shall clean equipment, machinery and vehicles that disturb soil or vegetation

prior to entry into BLM-managed lands. Cleaning is defined as removal of all dirt, grease, plant parts and material that may carry seeds or plant material from tires, tracks, belly plates, undercarriages, etc. Pressure washing is recommended. To the extent practical, the Holder shall avoid or minimize travel through or parking in areas infested with noxious weeds to avoid spreading seeds or plant parts. At the BLM's discretion, equipment, machinery, and vehicles may be inspected prior to entry onto BLM-managed lands.

23. The holder shall remove only the minimum amount of vegetation necessary for the construction and/or maintenance of structures and facilities. Topsoil shall be conserved during excavation and reused as cover on disturbed areas to facilitate regrowth of vegetation. If topsoil replacement is not possible, disturbed areas shall be reseeded with a BLM-approved native seed mix.
24. Upon completion of any surface disturbance within the right-of-way, the holder shall seed all disturbed areas with an agreed upon seed mixture, using an agreed upon method suitable for the location. Seeding will be repeated if a satisfactory cover is not obtained as determined by the authorized officer upon evaluation after the third growing season.
25. At least 90 days prior to relinquishment of the ROW, the Holder shall contact the Authorized Officer to arrange a joint termination inspection of the ROW. The inspection shall be held to agree to an acceptable termination (and rehabilitation) plan. This plan shall include, but is not limited to, removal of facilities, drainage structures, or surface material, recontouring, topsoiling, or seeding. The Authorized Officer must approve the plan in writing prior to the Holder's commencement of any termination activities.

Hazardous Materials and Toxic Substances

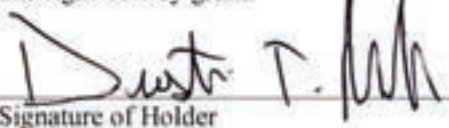
26. The Holder shall comply with all applicable Federal, State and local laws and regulations, existing or hereafter enacted or promulgated, with regard to any Hazardous Material, as defined in this paragraph, that shall be used, produced, transported or stored on or within the ROW or any of the ROW facilities, or used in the construction, operation, maintenance or termination of the ROW or any of its facilities. "Hazardous material" means any substance, pollutant or contaminant that is listed as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. § 9601 et seq., as amended, (hereinafter "CERCLA") and its regulations. The definition of hazardous substances under CERCLA includes any "hazardous waste" as defined in the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq., as amended, (hereinafter "RCRA") and its regulations. The term hazardous material also includes any nuclear or byproduct material as defined by the Atomic Energy Act of 1954, 42 U. S. C. § 2011 et seq., as amended. The term does not include petroleum, including crude oil or any fraction thereof that is not otherwise specifically listed or designated as a hazardous substance under CERCLA section 101(14), 42 U.S.C. § 9601(14), nor does the term include natural gas.

27. The Holder recognizes and agrees that it is liable to the United States for damages arising from the release of any hazardous substance or hazardous waste (as these terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. 9601, et seq.) or the Resource Conservation and Recovery Act (42 U.S.C. 6901, et seq.) in accordance with the Idaho Tort Claims Act and as limited by Article VII, Section 11 of the Idaho Constitution and Idaho Code §§ 59-1015, -1016, and -1017 (unless the release or threatened release is wholly unrelated to the right-of-way Holder's activity on the right-of-way, in which case the Holder shall have no liability).

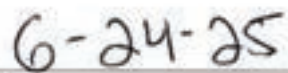
Fire Prevention and Control

28. During conditions of extreme fire danger or when the State of Idaho and/or the BLM Idaho State Director issues a fire restriction order, operations shall be limited or suspended in specific areas, or additional measures may be required by the Authorized Officer.
29. In accordance with 43 CFR 2805.12(d) (or subsequent revisions), the Holder shall do everything reasonable to prevent wildfires on or in the immediate vicinity of the ROW. The Holder shall immediately report fires to the BLM Authorized Officer or Coeur d'Alene Interagency Dispatch Center at 208-772-3283 and take all necessary fire suppression actions, when safe to do so, with their personnel and equipment on any fires they cause to ignite.

IN WITNESS WHEREOF, the undersigned agrees to these conditions and stipulations as part of this right-of-way grant.

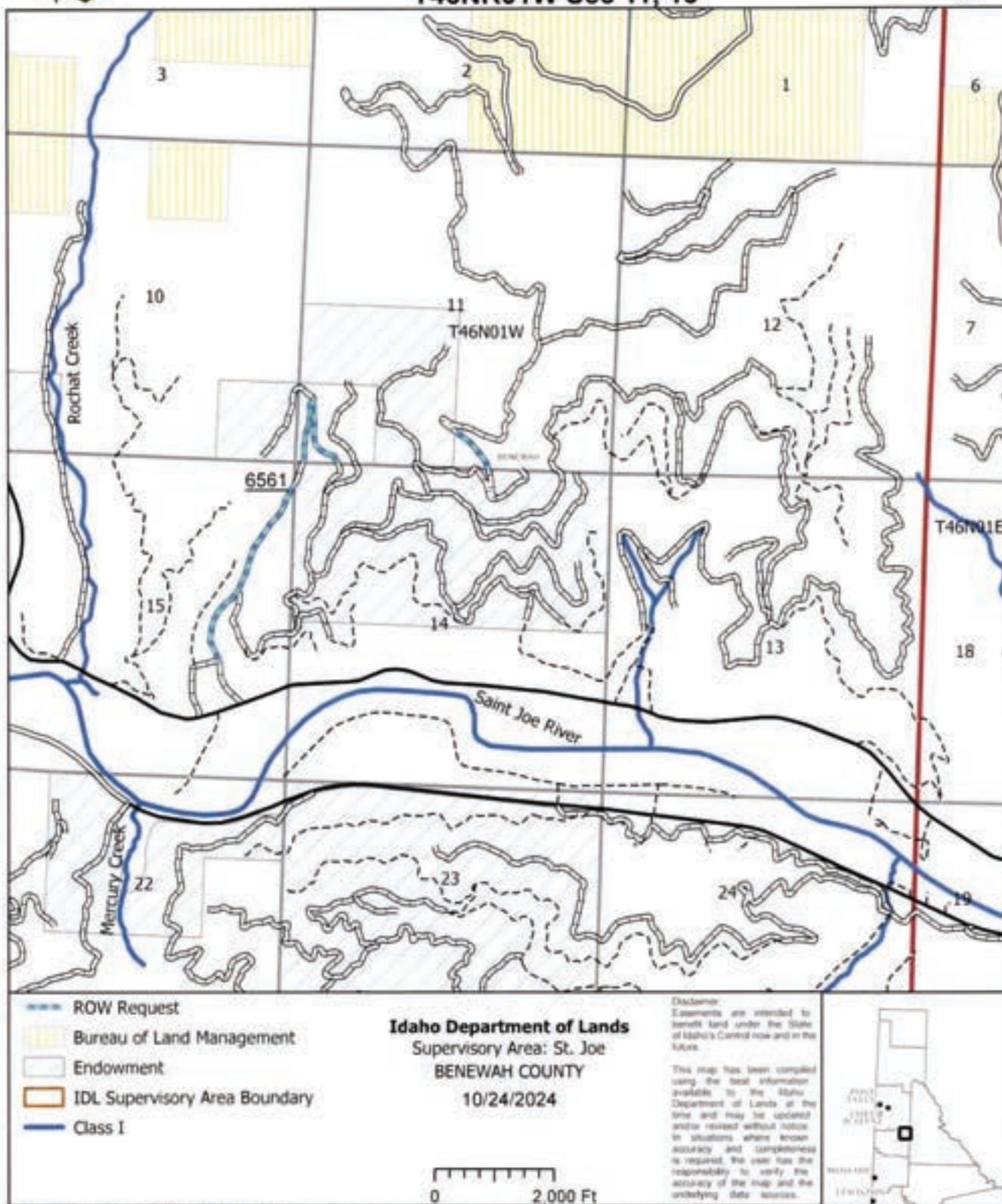

Signature of Holder


Title


Date



Philips Draw Right-of-Way Grant T46NR01W Sec 11, 15



A 13 Co-op Agreements_shared folder\BLM_Co-op_196411

Idaho Department of Lands
Supervisory Area: St. Joe
BENEWAH COUNTY
10/24/2024

Disclaimer:
Easements are intended to
benefit land under the State
of Idaho's Control now and in the
future.

This map has been compiled
using the best information
available to the Idaho
Department of Lands at the
time and may be updated
and/or revised without notice
in situations where known
accuracy and completeness
is required, the user has the
responsibility to verify the
accuracy of the map and the
underlying data sources.



WARRANTY DEED

For Value Received PHILLIP ROCHAT, a single person

the grantor, do hereby grant, bargain, sell and convey unto MARK REIMANN, a single person, whose current address is Route 1 Box 63, St. Maries, Idaho 83861

the grantee, the following described premises, in.....Benewah.....County Idaho, to wit:

The Southwest Quarter of the Southwest Quarter of Section 11, Township 46 North, Range 1 West, Boise Meridian, Benewah County, Idaho.

SUBJECT HOWEVER to all easements, uses, rights of way, covenants, restrictions, and reservations apparent or of record.

TO HAVE AND TO HOLD the said premises, with their appurtenances and hereditaments unto the said Grantee, his heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that he is the owner in fee simple of said premises; that they are free from all incumbrances

and that he will warrant and defend the same from all lawful claims whatsoever.

Dated: February 11, 1981

Phillip Rochat

STATE OF IDAHO, COUNTY OF BENEWAH
do hereby certify that this instrument was filed for record at the request of PHILLIP ROCHAT, a single

Witness my hand and seal of office this 11th day of February, 1981.

Notary Public
St. Maries, Idaho

STATE OF IDAHO, COUNTY OF

I hereby certify that this instrument was filed for record at the request of Tom Harris

at 58 minutes past 2:00 o'clock P.M.
this 12 day of February
1981, in my office, and duly recorded in Book 1006
of Deeds at page 10616

Brenda V. Vail
Notary Public

By _____ Deputy
Fee \$ 2.00
Mail to: Tom Harris

151200

Tax Master

Parcel: RP46N01W116000

Status: Active
Tax year: **2025**

Acct type: —

Bill: 3621
Date billed: —
Compliance: —
Code area: 5-0000

Bank code: —
FLB: —
Owner code: —
P.U.P.: ☐

Primary owner:

REIMANN, MARK
5637 ST JOE RIVER ROAD, ST MARIES ID 83861 USA

Situs Address:

—

Legal Description:

S11 T46N R1W SWSW LESS R/W

Tax Breakdown

Market Value		\$ 3,340
Exemption	-	\$ 0
Homeowner Exemption	-	\$ 0
Net Market Value		\$ 3,340
Gross Tax Amount		\$ 16.60
Tax Credits	-	\$ 0.00
Special Charges	+	\$ 26.48
Net Tax Billed		\$ 43.08
Tax Payments		\$ 43.08
Taxes Cancelled	+	\$ 0.00
Specials Cancelled	+	\$ 0.00
Remaining Tax Due		\$ 0.00

Valuation Summary Sheet

Benewah County

1/22/2026 9:50:09 AM

Parcel Number: RP46N01W116000

Property Address:

Effective Date: 11/2/1982

Tax Code Area: 5-0000

Expiration Date:

Legal Description: S11 T46N R1W SWSW LESS RW

Legal Party Name	Address	City St Zip
REIMANN, MARK	5637 ST JOE RIVER ROAD	ST MARIES, ID 83861
		Primary Owner

Cat ID	Ext	Rv Year	Unit	Quantity	Value	HO Mkt	HO Exemp	PTR	Other
07	L00	2023	AC	36.300	\$3,340	\$0	\$0	\$0	\$0
Totals:				36.300	\$3,340	\$0	\$0	\$0	\$0

Deed Date **Deed Reference**

Zone Code:

Parcel Type:

Location Code: 7

Comments:

ADD CHG PER MAIL CARD

APR 4

Tax Overview

Parcel: **RP46N01W116000**

	Bill Number	Year	Type	Parcel	Status	Market	Taxes
View	3621	2025	—	RP46N01W116000	Paid	\$3,340	\$43.08
View	3724	2024	—	RP46N01W116000	Paid	\$3,485	\$44.02
View	3678	2023	—	RP46N01W116000	Paid	\$3,521	\$45.00
View	3937	2022	—	RP46N01W116000	Paid	\$3,594	\$47.54
View	4270	2021	—	RP46N01W116000	Paid	\$3,630	\$57.52
View	4441	2020	—	RP46N01W116000	Paid	\$3,957	\$62.58
View	4757	2019	—	RP46N01W116000	Paid	\$3,775	\$60.98
View	10022	2018	—	RP46N01W116000	Paid	\$3,594	\$58.96
View	10404	2017	—	RP46N01W116000	Paid	\$3,448	\$61.34
View	10352	2016	—	RP46N01W116000	Paid	\$3,303	\$60.68
View	10363	2015	—	RP46N01W116000	Paid	\$3,303	\$60.04
View	10350	2014	—	RP46N01W116000	Paid	\$3,303	\$58.36
View	10404	2013	—	RP46N01W116000	Paid	\$3,303	\$58.60