EXHIBIT "A"

Lot 13, Section 31, Township 23 N. all in Range 22 E.B.M., commonly known as the Lindburg Ranch, consisting of 50 acres more or less, and

EXCEPTING AND RESERVING THEREFROM an approximate one and two-tenths acre tract, to-wit:

A tract of land lying and being in the SE1/4 of Section 31, T. 23 N., R. 22 E., Boise Meridian, more particularly described as follows, to-wit:

Commencing at the Southeast corner of said Section 31, run thence N. 89°34' W. along the Southerly boundary of Section 31 a distance of 2010.0 feet; thence N. 24°24' W. 177.3 feet; thence N. 17°42' W. 673.7 feet to the point of beginning of the tract of land herein described; thence S. 85°31' E. 157.4 feet; thence N. 22°07' E. 163.3 feet; thence North 82°24' W. 84.4 feet; thence North 75°54' W. 151.3 feet; thence West 75.0 feet, more or less, to a point on the Easterly bank of the Salmon River; thence Southerly along the Easterly bank of the Salmon River 200.0 feet, more or less, to a point which lies N. 85°31' W. from the point of beginning; thence S. 85°31' E. 56.6 feet to the point of beginning. Containing 1.2 acres. Subject to a Right-of-Way easement 20.0 feet on each side of a line running N. 6°40' E. 179.8 feet from the point of beginning of the above described tract of land, and

RESERVING AND EXCEPTING THEREFROM a perpetual easement for reasonable ingress and egress to and from the above excepted tract described as follows, to-wit:

EASEMENT RESERVED TO GRANTORS

An easement for a right-of-way across a portion of the SE1/4 of Section 31, T. 23 N., R. 22 E., Boise Meridian, extending 20.0 feet on each side of the following described line. Commencing at the Southeast corner of said Section 31, run thence N. 89°34' W. along the Southerly boundary of Section 31, a distance of 2010.0 feet; thence N. 24°24' W. 177.3 feet; thence N. 17°42' W. 673.7 feet to the point of beginning, and the Southerly end of the easement; thence N. 6°40' E. 179.9 feet to the Northerly end of the easement, and

the above easement shall be limited in its use to the extent that the same shall be used only by the occupants or residents of the above described excepted tract and their guests or invitees, portions of which shall be used in common with Grantees, and

RESERVING AND EXCEPTING THEREFROM to the Grantees an easement across the described lands for reasonable ingress and egress described as follows, to-wit:

EASEMENT GRANTED TO GRANTEES

An easement for a Right-of-Way across a portion of said Lot 2, extending 50.0 feet, more or less, to the Easterly bank of the Salmon River, on the Westerly side of the following described line. Commencing at the Northeast corner of Section 6, T. 22 N., R. 22 E., Boise Meridian, run thence N. 89°34' W. along the Northerly boundary of Section 6 a distance of 2010.0 feet to the point of beginning; thence S. 18°37' E. 180.0 feet to the Southerly end of the Right-of-Way, and which said easement shall be limited and used to the extent that the same may be

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used by the Grantees for the purpose of ingress and egress to a single dwelling and further, that at such time, if ever, multiple dwellings exist upon the lands purchased by the Grantees or at such time as the route or roadway shall be used for commercial purposes, the Grantees, their successors, agents or assigns must re-route said easement to cross lands purchased by them and shall be no longer permitted to use the described easement. Portions of said easement shall be used in common with Granters, and

ALSO RESERVING AND EXCEPTING from the above described properties all mineral rights in and to the same, it being expressly understood that minerals may be removed from the lands conveyed to Grantees only by underground mining methods as distinguished from openpit mining and that further, no excavation, or shaft or other workings of any nature shall be permitted within 300 feet of the approximate one acre tract described as follows, to-wit:

Commencing at the Northeast corner of said Section 6, run thence N. 89°34' W. along the Northerly boundary of Section 6 a distance of 2010.0 feet; thence S. 18°37' E. 180.0 feet to the point of beginning of the tract of land herein described, thence N. 71°23' East 113.2 feet; thence South 18°37' East 269.3 feet; thence South 71°23' W. 162.0 feet to a point on the Easterly bank of the Salmon River; thence N. 18°37' W. 269.3 feet; thence N. 71°23' E. 48.8 feet to the point of beginning. Containing 1.0 acres.

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AMENDED STATE OF IDAHO

Disclaimer of Interest No. 157

THE STATE OF IDAHO, Department of Lands, 954 W. Jefferson Street, P.O. Box 83720, Boise, Idaho 83720-0050, acting by and through the STATE BOARD OF LAND COMMISSIONERS, does hereby release and disclaim to THE SIMMONS FAMILY TRUST, MARRUE K. SIMMONS TRUSTEE of 245 East Three Fountains Drive, Provo, Utah 84604, her heirs, successors in interest, assigns, all interests to the following described parcel of accretion land situated and/or adjacent to a portion of Government Lots 6, 7, 12, and 13 in Section 31, Township 23 North, Range 22 East, Boise Meridian, Lemhi County, Idaho, being more particularly described as follows:

Commencing at the southeast corner of Section 31, Township 23 North, Range 22 East, Boise Meridian; thence North 89°34' West a distance of 1.947.00 feet along the south boundary of said Section 31 to a point, said point being the witness meander corner of the former channel of the east (right) bank of the Salmon River between said Section 31 and Section 6, Township 22 North, Range 22 East, Boise Meridian, said point being the REAL POINT OF BEGINNING; thence North 20°22'44" West a distance of 1,131.24 feet to the southwest corner of Government Lot 13 (which is a former island in the Salmon River) as shown on the 1925 re-survey of said Section 31; thence along a survey line which is the east boundary of said Government Lot 13 and the west boundary of a former channel of the Salmon River as indicated on the 1925 resurvey the following courses and distances; South 77°00 East, 462.00 feet; thence North 31°00' East, 660.00 feet; thence North 5°00' East, 237.60 feet; thence North 62°00' East, 330.00 feet; thence North 32°00' East, 627.00 feet; thence North 20°00' West, 178.20 feet to a special meander corner as indicated on the 1925 re-survey, the east one guarter (1/4) corner of said Section 31 being located North 89°26' East, 957.00 feet; thence continuing along the east boundary of Government Lot 13; thence North 57°00' West, 620.40 feet; thence North 68°00' West, 726.00 feet to the northwest corner of said Government Lot 13 as indicated on the 1925 re-survey; thence North 45°24'57" East, 437.58 feet leaving the survey of Government Lot 13 to a point, said point being a point of intersection of the current ordinary high water mark of the Salmon River and the east boundary of the former channel of the Salmon River; thence along the east boundary of the east (right) bank of the former channel of the Salmon River the following courses and distances; South 8°00' East, 125.40 feet; thence South 60°00' East, 858.00 feet; thence South 50°00' East, 376.20 feet; thence South 46°00' East, 171.60 feet; thence South 11°00' East, 330.00 feet; thence South 16°00' West, 264.00 feet; thence South 43°00' West, 528.00 feet; thence South 56°30' West, 330.00 feet; thence South 26°00' West, 330.00 feet; thence South 9°00' West, 462.00 feet; thence South 28°00' West, 330.00 feet; thence South 51°00' West, 191.40 feet; thence South 19°00' West, 323.40 feet returning to the real point of beginning, the above described area containing 32.23 acres, more or less.

SUBJECT TO all existing easements and road rights-of-way of record or appearing on the above described parcel of land.

This disclaimer of interest was approved by the State Board of Land Commissioners on September 14, 1999.

State of Idaho Amended Disclaimer of Interest No. 157 Page 2 of 2

By this document, the state is disclaiming all title and interest to the previous channel of the Salmon River as described above which is now dry riverbed.

EXECUTED this _28th 2002 S ATE BO RD Governor of the State of Idano and President of State Board of Land Commissioners COUNTERSIG 250664 State of Idaho SS N County of Lemhi This instrument was filed for record at the request And a of のブ む ands at J an o clock 1.12 2002 0 m Director, Idaho Depar and duly filmed and indexed in the records of Lemhi County Terri J. Morton E#Officio Recordar STATE OF IDAHO ument Deou (SS. Fee _______ County of Ada ١ Return to_ On this 28 Th 2002, before me, a Notary Public in and for dav of said State, personally appeared DIRK KEMPTHORNE, known to me to be the Governor of the

State of Idaho and President of the State Board of Land Commissioners; PETE T. CENARRUSA, known to me to be the Secretary of State of the State of Idaho; and WINSTON A WIGGINS, known to me to be the Director of the Department of Lands of the State of Idaho, that executed the said instrument and acknowledged to me that such State of Idaho and State Board of Land Commissioners executed the same.

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

or Idaho 06-09-2007

C:\My Documents\DISCLAIM\dis157simmons..doc

WARRANTY DEED

For Value Received Daniel O. Noorlander Sr.

the grantor , do es hereby grant, bargain, sell and convey unto John R. McFrederick or Cynthia Lee McFrederick, whose current address is HC 10 Box 8 Carmen, Idaho 83462 the grantees, the following described premises, in Lemhi County Idaho, towit: See exhibit "A" attached here to and made a part hereof.

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

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

Dated:

10. noorlander

STATE OF IDAHO, COUNTY OF

On this 30 day of Nov , 19 87, before me, a notary public in and for said State, personally appeared

Dan Ö. Noorlander Sr.

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

Notary Public Residing at Acomon , Idaho Comm. Expires 13 1592

STATE OF IDAHO, COUNTY OF Lemhi INSTRUMENT I hereby certify that this instrument was filed for re-cord at the request of Rich McFudruch at 30th day of November this 19 87, in my office, and duly recorded in Book No of Deeds at page Ex-Officio Recorder Fees S/ Mail to: HC 10 Box

ARMEN, Id. 83460

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EXRIBIT "A"

A parcel of land containing approximately one and two-tenths (1.2) acres, upon which is located the existing house, garden, and shop building, located in Lembi County, State of Idaho, more particularly described as follows, to-wit:

A tract of land lying and roing in the SE 1/4 of Section 11, Township 23 North, Range 22 East, Boise Meridian, more particularly described as follows, to-wit:

Commoncing at the Southeast corner of said Section 31, run thence North 89 deg. 34' West along the Southerly boundary of Section 31, a distance of 2010.0 feet; thence North 24 deg. 24' West, 177.3 feet; thence North 17 deg. 42' West, 673.7 feet to the POINT OF BEGINNING of the tract of land herein described; thence South 85 deg. 31' East, 157.4 feet; thence North 22 deg. 07' East, 163.3 feet; thence North 82 deg. 24' West, 84.4 feet; thence North 75 deg. 54' West, 151.3 feet; thence West 75.0 feet, more or less, to a point on the Easterly bank of the Salmon River; thence Southerly along the Easterly bank of the Salmon River 200.0 feet, more or less, to a point which lies North 85 deg. 31' West from the POINT OF BEGINNING; thence South 85 deg. 31' East, 56.6 feet to the POINT OF BEGINNING.

Containing 1.2 acres.

SUBJECT TO: A Right-of-Way easement 10.0 feet on each side of a line running North 6 deg. 40' East, 179.8 feet from the POINT OF BEGINNING of the above described tract of land...

Together with all improvements located thereon. Together with all water and water rights, ditch and ditch rights appurtenant thereto.

The above conveyance is made free and clear of all other encumbrances except: Rights-of-Way and easements, reservations in Federal patents and State deeds, or other restrictions imposed by law, building and use restrictions of record, building and zoning regulations and ordinances of any governmental unit. THIS INDENTURE Mide this . 25 45 day of May

204-WARRANTY DEED-LONG F 💭 (611)

between FLOYD LINDBURG and DOKOTHY M. LINDBURG, husband and wife of the County of Lemma

is ado by Syme-York Company,

Stite of the first part, and the part _{i db}of the first part, and

BOYD K. SIMMONS and MAR RUE K. SIMMONS, husband and wife. the County of Denhi

State of Ldaho the partices of the second part.

State of Idaho, to wit;

Lot 2, Section 6, Township 22 N., and Lot 13, Section 31, Township 23 N: all in Range 22 E.B.M., commonly knows as the Lindburg Ranch, considing of 63 acres more or less, and

EXCEPTING AND RESERVING THEREFROM an approximate one and two-tenchs acre pract, upon which is located the existing house, garden, shop building and more particularly described as follows, to-wit:

A tract of land lying and being in the SDs of Section 31, T. 2. N., R. 22 E., Boise Meridian, more particularly described as follows, to with

Commencing at the Southeast corner of sead Section 31, run there N: 89°34' W. along the Southerly boundary of Section 31. a distance of 2010:0 feet; thence N. 24°24' W. 177:1 feet; thence N. 17°42' W. 673.7 feet to the point of beginning of the tract of land herein described; thence S. 85°31' E. 157:4 feet; thence M. 22°07' E. 163.2 feet; thence N. 82°24' W. 64.4 feet; thence N. 75°4' W. 151.3 feet; thence west 75.0 feet, more of less, to a point on the Easterly bank of the Salmon River; thence Southerly along the Sasterly bank of the Salmon River 200.0 feet, more or less, to a point which lies N, 85°31' W. from the point of beginning 1.2 acros. Subject to a Right-of-Way easement 20.0 feet on each side of a line running N. 6°40' E. 179.8 feet from the Point of beginning of the above described tract of land, and

RESERVING AND EXCEPTING THEREFROM a perpetual easement for reasonable increase and equess to and from the above excepted tract described as follows, to wit:

EASEMENT RESERVED TO PARTIES OF THE FIRST PART

An easement for a right-of-way across a portion on the SEA of Section 3L, T. 23 N., R. 22 E., Brise Meridian, estending 20.0 feet on each side of the following described line. Connections at the Southeast Corner of said Section 3L, run thence N. 89°321 w. along the Southerly boundary of Section 3L a Matance of 2010.0 feet, thence M. 24°241 W. 177.3 fact, thence N. 17°421 W. 671.7 teet 16 the point of beginning, and the Southerly end of the easement, thence N. 6°401 E. 179.5 feet

to the Northerly end of the easement, and

The above easement shall be limited in its use to the extent that the same shall be used only by the occupants or residents of the above described excepted tract and their quests or invitees, portions of which shall be used in common with Parties of the Second Part, and

It is further understood and agreed that Parties of the Second Part shall have an easement across the described lands for reasonable ingress and egress described as follows, to-wit:

EASEMENT GRANTED PARTIES OF THE SECOND PART

An easement for a Right-of-Way across a portion of shid Lot 2, extending 50.0 feet, more or less, to the Fasterly bank of the Salmon River, on the Westerly side of the following described line. Commencing at the Northeast dorner of Section 6, T. 22 N., R. 22 E., Boise Meridian, run thence N. 89°34' W. along the Northerly boundary of Section 6 a distance of 2010.0 feet to the point of beginning; thence S. 18°37' E. 180.0 feet to the Southerly end of the Right-of-Way, and which said easement shall be limited and used to the extent that the same may be used by Parties of the Second Part for the purpose of ingress and egress to a single dwelling and further, that at such time, if ever, multiple dwellings exist upon the lands purchased by Parties of the Second Part or at such time as the route or roadWay shall be used for commercial purposes, Parties of the Second Part, their successors, agents or assigns must re-route said easement to cross lands purchased by them and shall be no longer permitted to use the described easement. Portions of said easement shall be used in common with Parties of the First Part, and

ALSO RESERVING AND EXCEPTING from the above described properties all mineral rights in and to the same, it being expressly understood that minerals may be removed from the lands conveyed Parties of the Second Part only by underground mining methods as distinguished from open-pit mining and that further; no excavation, or shaft or other workings of any nature shall be permitted within 300 feet of the approximate one acre tract described as follows; to-wit:

Commencing at the Northeast corner of said Section 6, run thence N. 39°34' W. along the Northerly boundary of Section 6 a distance of 2010.0 feet; thence S. 18°37' E. 180.0 feet to the point of beginning of the tract of land merein described; thence N. 71°23' E. 113.2 feet; thence S. 18°37' F. 269.3 feet; thence S. 71°23' W. 162.0 feet to a point on the Easterly bank of the Salmon Rover; thence N. 18°37' W. 269.3 feet; immene U. 20°27' F. 269.3 feet; thence N. 71°23' E. 48.8 feet to the point of beginning. Containing 1.0 acres.

Further, Partles of the Second Part shall be entitled to reasonable reimbuisement for all damages incurred, and

RESERVING AND EXCEPTING therefrom a water right for irrigation purposes upon the above described excepted tract from the Salmon River Ditch upon the properties and the ditch right appurtenant thereto.

The conveyance and transfer to Parties of the Second Part to be TGGETHER WITH water and water rights and ditch and ditch rights appurtenants to the lands conveyed.

A and a domestic water right to that certain well on the parcel domeveyed to Buyers to the extent that the same may be pumped through a 3/4 meh pipe, coupled with the necessary easements in regard to the maintenance and repair of the pipeline and the pump located in the well. TORFIFIER With all and singular the tenements, noreditaments and appurtuances therounto belonging of in anywise apportaining, the reversion and reversions, remainder and remainderies reuts issues and profits thereof, and all estates rights title, and interest in and to the said property, as well in law as in equity, of the said part igns of the first part:

TWO FRAME AND TO HOLD All and structure the above mentioned and described premises, iogether with the apportenances, unto the partices of the second part, and to their heirs, the and assigns forever. And the said particles of the first part, and their heirs, the said premises in the quiet and percendic possession of the said particles of the second part. Their heirs and assigns, against the suid particles of the first part, and their heirs and desirable and every person and persons whomeoever, inwithly clamme or to thim the same shall and will wARPFANT and be these presents invertible.

IN WITNESS WHEREOF. The sold for the first part in vertices of the first part in vertices of the first part in vertices of the first part in vertices $\Delta f_{\rm B}$, the day and vertices of the witten

SIGNED SEALED AND DELEVERED IN PRESENCE OF

They findlow g [Seal] Orrathy m. Samechurgs (18) [Seal] [Seal]

STATE OF DADO.

County of Gentration & Gentrati

In and for said State, personally appeared FLOYD LINDEURG and DOROTHY M. LINDBURG

known to me to be the persons whose name ${}_{\rm B}$, are subscribed to the within institution, and acknowledged to me that the φ -executed the same

SIN WITNESS WHERE DE TE have believed set by hand and affixed by official scale the day and volution distribute written \sim

Idaho



Instrument # 313173 LEMHI COUNTY, Idaho Aug 30, 2018 8:50:29 and For: LEMHI TITLE TERRI J. MORTON, Recorder HSMITH, Deputy

Pages: 3

Fee: \$ 16.00

Grant of Easement

Jaycob J Smith and Chyenne A Smith, husband and wife, Grantors, do hereby grant and convey to David E Williams and Patricia C Williams, husband and wife, The Simmons Family Trust, and The Jerry Alan Krasne Trust Agreement dated October 10, 1995, Grantees, their successor and/ or assigns, a permanent and perpetual easement for vehicular and pedestrian ingress and egress, along an existing road known today as Lindberg Lane, described in attached Exhibit 'A' and shown on attached map as Exhibit 'B'.

This easement shall run with and constitute a servitude upon the described land and shall be binding on the Grantor, their heirs, administrators, executors, assigns, and any person who shall, after the effective date of this instrument, acquire title to Grantor's real property.

Dated: August 292018J Smith

Chyenne A Smith

STATE OF IDAHO)) ss COUNTY OF LEMHI)

On this State, personally appeared Jaycob J Smith and Chyenned Smith known to me or proved to me to be the person whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Notary Public Residing at Comm. Expires:

Exhibit 'A'

TAYLOR MOUNTAIN SURVEYING

315 Neyman Street Salmon, Idaho 83467 (208) 756-8321

ROAD EASEMENT

A road easement that is 60 feet wide which is portion of the SE 1/4 of Section 31, T. 23 N., R. 22 E., Boise Meridian, Lemhi County, Idaho, on the north side of the following described line:

Commencing at the SE Corner of said Section 31, from which the NE Corner of said Section 31 bears N00°57'29"W, 5283.43 feet, the Basis Of Bearing of

this description; run thence S89°36'02"W along the southerly line of said Section 31, 20.69 feet to the Point of Beginning;

Thence continuing along said southerly line S89°36'02"W, 2036.50 feet to the Point of Terminus.

Road easement is subject to minor damages that may be caused by irrigation of fields that are adjoining on the northerly side of said road easement.

- <u>v</u>

The sidelines of the above described road easement shall be lengthened or shortened to conform with Grantors and Grantees property lines.





Exhibit 'B'

Country of Lernhi) SS No. Country of Lernhi) This instrument was filled for record at the request of <u>ALCP Harrison</u>, <u>Autom, Action</u>tz at <u>10:45</u> o'clock <u>A m. 8 - 25 19 97</u>

and duly filmed and indexed to the records of Lemhf Ostunity

Alberta Wiedentick Ex-Officio Recorder By Jana Atoricas Osputy 17-20 9.00

WARRANTY DEED

Return to

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State of Idaho

BOYD K. SIMMONS and MARRUE K. SIMMONS of Provo, State of Utah, grantors, hereby CONVEY AND WARRANT to MARRUE K. SIMMONS, Trustee (and her Successors in Trust), SIMMONS FAMILY TRUST U/A dated <u>August 20</u>, 1997, grantees, whose address is 245 Three Fountains Drive, Provo, Utah 84604, for the sum of \$10.00 and other valuable consideration, the following described real property located in Lemhi County, State of Idaho:

See Exhibit A, attached hereto and incorporated herein.

The Trustees and Successor Trustee(s) have the full right to sell or encumber the property described herein, without the consent of any Beneficiary or any other party interested in the said Trust.

WITNESS the August	hands of sa , 199		20th day	of
		BOYD K. SIMMONS	K Sin	10
		Mar Rus MARRUE K. SIMMON	L. Sen	mono

STATE OF UTAH

COUNTY OF UTAH

On the 2D day of \underline{fugusc} , 1997, personally appeared before me BOYD K. SIMMONS and MARRUE K. SIMMONS, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

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SS



Straples 12510 Notary Public

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