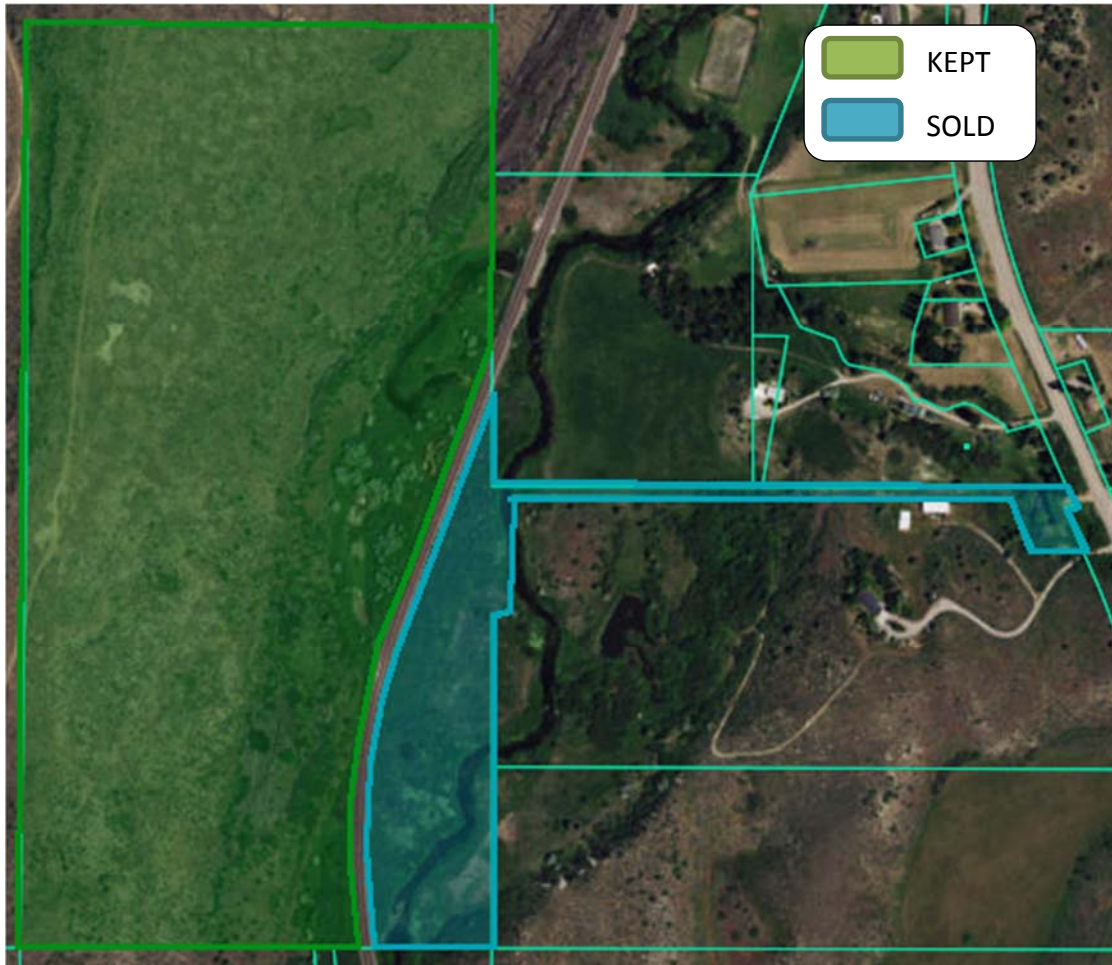


September 13, 2016

AUGUST 30, 2016 SALE OF MCCAMMON LAND MAP





135 N. Arthur Ave.
Pocatello, ID 83204

September 7, 2016

Idaho State University
921 S. 8th Ave. Stop 2019
Pocatello, ID 83209

File No. 604776
Property Address: 3757 South Old Hwy 91, McCammon, ID 83250

The sale of the property identified above has now been completed. Enclosed is our check for your net proceeds.

We appreciate the opportunity to serve you. If you have any questions regarding this transaction or if we can be of any help to you in the future, please contact us.

Sincerely,

Pioneer Title Company of Bannock County

Liz Piva, Escrow Officer
Ph: (208)233-9595
Email: lpiva@pioneertitleco.com

Pioneer Title Company, Bank of Idaho: 31041825

2852

DATE: 9/7/2016

FILE: 604776

CHECK AMOUNT: \$35,206.00

BUYER/SELLER: Brian D. White and David E. White/Idaho State University

SETTLEMENT DATE: 9/7/2016

PROPERTY ADDRESS: 3757 South Old Hwy 91, McCammon, ID 83250

PAYEE: Idaho State University

9/7/2016

\$35,206.00

THE FACE OF THIS DOCUMENT CONTAINS A VOID PANTOGRAPH. ADDITIONAL SECURITY FEATURES DETAILED ON BACK.

Pioneer Title Company of Bannock County
135 North Arthur Avenue
Pocatello, ID 83204

Bank of Idaho
Escrow Trust Account
1230 Yellowstone
Pocatello, ID 83201
92-367/1241

2852

September 07, 2016

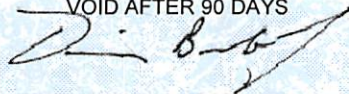
\$35,206.00

PAY Thirty Five Thousand Two Hundred Six and 00/100

Dollars

TO THE Idaho State University
ORDER 921 S. 8th Ave. Stop 2019
OF Pocatello, ID 83209

MEMO 604776

VOID AFTER 90 DAYS


⑈ 2852⑈ ⑆ 124103676⑆ 31041825⑈

ENDORSE HERE

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

D *The security features listed below exceed industry guidelines.*

Void Pantograph - Word "VOID" appears when photocopied
Microprint Line - Small type in line appears as dotted line when photocopied
Six Language Void - Brownish void appears when bleaching attempted
Solvent Dye Reaction - Stain appears when solvent alteration attempted
TonerGrip + - Bands laser toner to paper preventing alteration
Fluorescent Fibers - Paper contains fluorescent fibers visible under UV light
Visible Fibers - Red and blue visible fibers
True Watermark - Hold to light to view
Warning Band - Alerts user to check security features
Security Screen - Words "Original Document" on back will not copy
Laid Lines - Pattern of diagonal lines on back make alteration difficult

* FEDERAL RESERVE BOARD OF GOVERNORS REG. CC



Pioneer Title Co.
GOING BEYOND

FINAL PROCEEDS CHECK INSTRUCTIONS

If you wish to make changes as to how your funds are disbursed you must personally appear at a Pioneer Title Company office with photo identification.

Property Address: 3757 South Old Hwy 91, McCammon, ID 83250

File No. 604776

The undersigned hereby authorizes and instructs Pioneer Title Company of Bannock County to disburse proceeds for the transaction identified above as follows:

 Proceeds to be picked up at call when ready # 282-2512. Adam
time: _____

IF YOUR BANK DOES NOT OBTAIN PROPER ENDORSEMENT YOU WILL BE RESPONSIBLE FOR ANY RETURN CHECK FEES OR CHARGES

Deposit at _____
(Must be a local bank and provide deposit slip)

Issue check payable to _____

Forward by FedEx (Provide Address) Will pick up at _____

Wire Transfer to the following (If your bank charges for receiving a wire it will be deducted from your proceeds):

Bank Name _____

Bank Address _____

Account Name _____

Account No. _____

ABA/Routing No. # _____
(ABA # on check is not the same as wiring ABA#)

Other _____

If proceeds are to be delivered, Pioneer Title Company of Bannock County will only deliver to place of business.

NOTE: FOR FEDERAL EXPRESS A \$25.00 FEE WILL BE DEDUCTED FROM YOUR PROCEEDS

FOR WIRE TRANSFERS A \$25.00 FEE WILL BE DEDUCTED FROM YOUR PROCEEDS

PIONEER TITLE COMPANY IS PLEASED TO OFFER COURTESY DEPOSITS FOR OUR CUSTOMERS. WE WILL MAKE EVERY EFFORT TO DEPOSIT FUNDS ON THE SAME DAY OF FUNDING, PROVIDING THAT ALL CERTIFIED FUNDS AND AUTHORIZATION TO RECORD ARE RECEIVED PRIOR TO 2PM THAT DAY. PLEASE NOTE THAT FUNDS MAY NOT BE IMMEDIATELY AVAILABLE DUE TO RESTRICTIONS THAT YOUR BANK MAY PLACE ON OUR CHECK.

Idaho State University

By: 

Brian Hickenlooper, Interim Vice President for Finance and Administration



Pioneer Title Co.
GOING BEYOND

File No. 604776

PRIVACY POLICY NOTICE

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Pioneer Title Company of Bannock County.

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you such as on applications or other forms.
- Information about your transactions we secure from our files or from our affiliates.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction such as the real estate agent or lender.

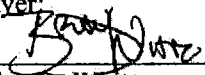
Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates as permitted by law.

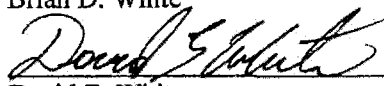
WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

September 1, 2016

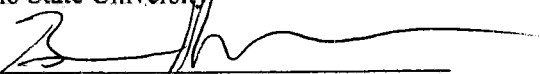
Buyer: 

 Brian D. White



 David E. White

Seller:
 Idaho State University

By: 

 Brian Hickenlooper, Interim Vice President for
 Finance and Administration



File No. 604776

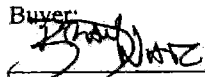
CONDITIONS OF CLOSING

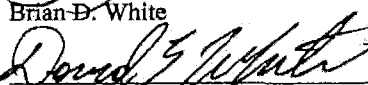
The undersigned parties acknowledge that the signing of the documents deposited in this escrow *does not* constitute closing. Closing will be completed upon recordation of the applicable documents which is contingent upon the following conditions, including but not limited to:

- (1) **Receipt of certified funds from the applicable parties, which includes lender's loan proceeds by wire transfer.**
- (2) **Deposit of all required documents.**

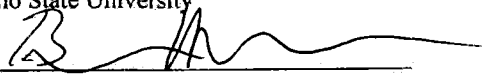
The parties further acknowledge and agree that Pioneer Title Company of Bannock County will be held harmless for any additional interest, due or lost, or matters pertaining to possession of the property, in the event there is a delay in final closing due to non-satisfaction of the above conditions.

September 1, 2016

Buyer:


Brian D. White


David E. White

Seller:
Idaho State University
By: 

Brian Hickenlooper, Interim Vice President for
Finance and Administration



Pioneer Title Co.
GOING BEYOND

ESCROW INSTRUCTIONS (Purchase)

File No.: 604776
Seller: Idaho State University
Buyer: Brian D. White and David E. White
Lender:
Property: 3757 South Old Hwy 91, McCammon, ID 83250
Date: September 1, 2016
To: Pioneer Title Company of Bannock County (hereinafter referred to as "Pioneer Title")

Upon receipt of collected funds sufficient to close this transaction, Pioneer Title is authorized to close the above escrow and record the documents delivered to it, as well as to disburse those funds as set forth in the closing statement executed and hereby approved by the Buyer and Seller, under the following conditions.

1. **TITLE INSURANCE:** Buyer and Seller instruct Pioneer Title to close this transaction upon notification that a(n) Standard Owner's Policy in the amount of \$38,000.00 insuring Buyer, can be issued subject to customary title exceptions, restrictive covenants, easements, and title exceptions 1-12 as set forth in Title Commitment No. 604776 of which Buyer and Seller have read and hereby approve.

2. **PRORATIONS:** All prorations between Buyer and Seller shall be as of the date set forth in the closing statement. All prorations shall be based upon a 365-day year, unless the parties otherwise notify Pioneer Title of a different applicable amortization period. Calculated prorations shall be based upon the most recently available property tax, rental, and insurance information received from Seller or the deed of trust beneficiary or mortgagee. All water, utility, and other prorations not specifically set forth in the closing statement shall be prorated directly between Buyer and Seller outside of this closing. Additional recording fees and additional interest due different from that set forth in the closing statement may be deducted from the appropriate party's funds, notwithstanding the amounts set forth in that closing.

3. **FIRE INSURANCE:** Pioneer Title shall have no obligation to cancel, transfer, or purchase fire or other insurance for the Buyer and Seller. All insurance needs of the parties shall be handled directly by the parties, outside of escrow.

4. **UTILITIES:** It is the responsibility of both buyer and seller to transfer the utilities at the time of closing.

5. **ADDITIONAL MONIES:** Pioneer Title is authorized to deduct from seller's proceeds any additional monies due on loan payoffs or other demands as necessary to effectuate title as described above, and seller agrees to reimburse Pioneer Title for any charges incurred by Pioneer Title in connection with obtaining said payoffs or demands. The parties understand that there may be adjustments on interest or unusual recording fees after the signing of these instructions. Pioneer Title is further authorized to deduct same from seller's proceeds and/or deduct from buyer's funds any payments made by Pioneer Title for said recording fees.

6. **PURCHASE AND SALE AGREEMENT:** Pioneer Title is bound solely by the provisions set forth in these escrow closing instructions and the parties hereto understand that Pioneer Title are not a party to any Receipt for Earnest Money and Purchase and Sale Agreement, executed by the parties herein, and that said Receipt for Earnest Money and Purchase and Sale Agreement (and Amendments thereto, if any) is/are not a part of these escrow closing instructions. Pioneer Title is to be concerned only in the performance of Pioneer Title's duties in compliance with these escrow closing instructions. Pioneer Title is to assume no liability for the sufficiency or enforceability of any provisions in said Purchase and Sale Agreement. The undersigned hereby affirm that all of the terms and conditions contained in the Purchase and Sale Agreement have been met or waived to the complete satisfaction of the parties.

7. **DISPUTES WITH PIONEER TITLE:** Pioneer Title and every other party executing this Agreement agree that all disputes, claims, and controversies involving Pioneer Title in any way, whether individual, joint, or class in nature, arising out of this agreement or otherwise, including without limitation contract and tort disputes, in which the amount in controversy is \$50,000.00 or less shall be arbitrated pursuant to the Uniform Arbitration Act, upon written request of Pioneer Title. The parties shall mutually agree upon the arbitrator who shall be a licensed attorney or retired judge. Each of the parties to the dispute shall pay a pro-rata share of the arbitrator's fee. If the parties to the dispute cannot agree upon the arbitrator, then the arbitrator shall be selected by the court of general jurisdiction in the judicial district in which the principal office of Pioneer Title is situated upon motion or petition of Pioneer Title. The award rendered by the arbitrator shall be final and non-appealable, except that judgment may be entered in any court having jurisdiction thereof enforcing the terms of the arbitrator's award. Under no circumstances shall an arbitrator award punitive or exemplary damages to any of the parties to the arbitration.

8. **DISPUTES WITH OTHERS:** If a dispute arises between the Buyer and Seller or with any third party, Pioneer Title shall have the option to await settlement of such controversy between the parties and submission of joint written instructions by them, or to institute an inter pleader action or otherwise await the entry of a court order judgment determining the parties' rights in such dispute. In the event that you should become a party to any such legal proceedings, we jointly and severally agree to pay and to hold you as escrow holder harmless from and against any and all costs, charges, damages, attorney's fees or other expense which you in good faith may incur.

9. DISBURSEMENTS: Buyer and Seller agree to pay and reimburse Pioneer Title, upon demand, any sums paid or otherwise disbursed by it in reliance upon any check, draft, or other items if they are returned or otherwise fail to result in the immediate, unconditional deposit or credit of cash funds at closing. If Buyer or Seller fails to present for payment any check or instrument issued by Pioneer Title within ninety (90) days from the date such check was issued, then Buyer and Seller authorize Pioneer Title to deduct the sum of three dollars (\$3.00) per month from such funds until the check is presented for payment. If Pioneer Title reissues any stale check, the fee charged to Pioneer Title by its bank for reissuing a check shall be deducted from the funds otherwise due and payable to Buyer and Seller.

10. AMENDMENTS: These instructions may only be amended in writing signed by the parties to this escrow or as set forth in any written supplemental escrow instruction. Pioneer Title may return the instruments and funds delivered pursuant to these instructions if this transaction fails to close within fifteen (15) working days from the above date; however if Pioneer Title elects not to return the instruments and funds, then this transaction may proceed to close, unless Pioneer Title is otherwise notified by the parties to this escrow.


11. COPIES: Buyer and Seller authorize Pioneer Title to deliver a copy of these instructions and related documentation to Buyer's or Seller's real estate broker, salesperson, mortgagee, mortgage broker, deed of trust beneficiary, attorney or other agent upon request.


12. TRUSTEE'S RECONVEYANCE FEE: Some deeds of trust provide that no reconveyance charge shall be charged to the party legally entitled to the reconveyance while other deed of trust forms limit the dollar amount of a reconveyance fee. The undersigned nevertheless request that Pioneer Title pay the trustee's customary reconveyance fee notwithstanding any contrary agreement, restriction or limitation set forth in any deed of trust wherein a reconveyance is requested in this transaction. The undersigned knowingly and intentionally waive any restriction or limitation on the collection of a reconveyance fee set forth in the closing statement executed and hereby approved by the undersigned.

THE UNDERSIGNED ARE HEREBY NOTIFIED THAT THEY HAVE THE RIGHT TO HAVE THE DOCUMENTATION USED IN THE CLOSING AND THESE ESCROW INSTRUCTIONS REVIEWED BY AN ATTORNEY OF THE UNDERSIGNED'S CHOICE, AT THEIR EXPENSE, PRIOR TO CLOSING. ANY QUESTIONS THEY MAY HAVE WITH REGARD TO THE DOCUMENTATION SHOULD BE ADDRESSED TO ANY ATTORNEY. PIONEER TITLE CANNOT ANSWER LEGAL QUESTIONS FOR THE PARTIES.

Contact information will not be shared with any third party or entity(ies). Pioneer Title will never sell or distribute as part of our customer privacy policy, personal or public information about any client.

Buyer:

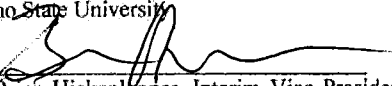


Brian D. White


David E. White

bwhite,wbel@comcast.net
Buyer Email Address

Seller:

Idaho State University
By: 

Brian Hickenlooper, Interim Vice President for Finance and Administration

Seller Email Address

Pioneer Title Company of Bannock County



Liz Piva, Escrow Officer



File No. 604776

TAX NOTICE

The estimated tax values for 2016 in the amount of , as shown in the accompanying closing statement, are based on the most current information available from the Bannock County Assessor/Treasurer's Office at this time. Any discrepancy with the taxes will be the responsibility of the seller/buyer. The County Assessor's office will assess a value for the new buyer as of the day take ownership. The buyer will be charged the assessed value the county sets and owe for the day of vesting 9/7/2016 thru to the end of 2016 and there after.

Buyer is aware and hereby acknowledges that the Seller has not filed for and received exemptions for Agriculture and/or Forest Lands and/or Homeowners. The Buyer also acknowledges that it is his/her/their responsibility to inquire at the County Assessor's Office as to any change this sale will make in terms of assessments to be assessed for prior years due to change of ownership. In the event this property is taxed under the Bare Land and Yield Tax Option, and this designation is subsequently changed to a Productivity Option, any resulting tax and penalty shall be the sole responsibility of the Seller therein.

The buyer and seller herein affirm and agree that its employees, agents, or assigns have not made any warranties as to the accuracy of the figures. Further, the buyer and seller agree that if the actual tax amount (as shown in the tax statement forwarded by the Treasurer's Office during the year of the sale) differs from the amount shown above, the following will occur:


1. If the buyer has received excess credit based on the estimated tax, the buyer agrees to reimburse the seller for such excess; or
2. If the seller has received excess credit based on the estimated tax, the seller agrees to reimburse the buyer for such excess.
3. Reimbursement, if applicable, shall be made by the respective party within three months of receipt of the actual tax notice: any such reimbursement shall be handled by and between the undersigned and not as part of any escrow services provided by Pioneer Title Company.

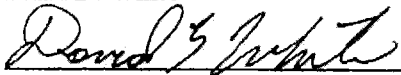
It shall be the buyer's responsibility to contact the County Treasurer's Office by December 1st if the tax statement has not been received. It shall be the seller's responsibility to forward any tax statements received by them to the buyer at the property address.

Please be aware that any non-payment of taxes due to lack of notice will not eliminate any penalty and/or interest being assessed.

September 1, 2016

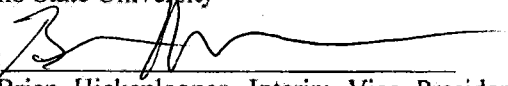
Buyer:



Brian D. White


David E. White

Seller:

Idaho State University
By: 

Brian Hickenlooper, Interim Vice President for
Finance and Administration



File No. 604776

NON FOREIGN CERTIFICATION BY INDIVIDUAL AND/OR ENTITY TRANSFEROR

- I. Section 1445 of the Internal Revenue Code provides that a transferee of a United States real property interest must withhold tax if the transferor is a foreign person and/or foreign entity (i.e. corporation, limited liability company, partnership, trust or estate).

- II. In order to inform the transferee that withholding of tax is not required upon the disposition by Idaho State University, , , of the United States real property, the undersigned transferor certifies and declares, by means of this certification, the following:
 - a) I (we) am(are) not non-resident aliens for purposes of United States taxation and
 - b) There are no other persons who have an ownership interest in the above-described property other than those persons/entities set forth above in paragraph II.

- III. The Undersigned hereby further certifies and declares:
 - a) I (we) understand that the purchase of the above-described property intends to rely on the foregoing representations in connection with the United States Foreign Investment in Real Property Tax Act (94 State 2628 as amended).
 - b) I (we) understand that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement contained in this certification may be punishable by fine, imprisonment, or both.

UNDER PENALTIES OF PERJURY I (WE) DECLARE THAT I (WE) HAVE CAREFULLY EXAMINED THIS CERTIFICATION AND IT IS TRUE, CORRECT, AND COMPLETE.

Idaho State University

By: 

Brian Hickenlooper, Interim Vice President for Finance and Administration



FORM 1099-B INFORMATION
INVESTMENT PROPERTY
SELLER INFORMATION

File No : 604776

Taxpayer Identification Number: 82-6000924
(Tax ID # / SSN)

You are required by law to provide the Settlement Agent with your correct taxpayer identification number. If you do not provide the settlement agent with your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law.

Name: Idaho State University

Street Address: 4223 921 S. 8th Ave. Stop 2019
Pocatello. ID 83209

Date of Closing: September 7, 2016

Total Sales Price: \$38,000.00

% of ownership interest for IRS Reporting: 100 %

Property Address: 3757 South Old Hwy 91, McCammon, ID 83250

I certify that the above taxpayer identification number and information is true and correct. I understand that the above information will be used to prepare a Form 1099-B, Proceeds From Real Estate Transaction, which will be submitted to the Internal Revenue Service.

FURTHER, I UNDERSTAND THAT THE SETTLEMENT STATEMENT RECEIVED IN CONJUNCTION WITH THIS TRANSACTION WILL BE THE ONLY DOCUMENT WITH YEAR END TAX INFORMATION SUPPLIED BY PIONEER TITLE. THIS DOCUMENT IS UNDERSTOOD TO BE A SUBSTITUTE 1099-S FORM AND IS TO BE USED FOR TAX RETURN FILING.

SIGNED:

Brian Hickenlooper, Interim Vice President for Finance and Administration



File No. 604776

AFFIDAVIT AND INDEMNITY FOR SELLER OR BORROWER

State of IDAHO
County of BANNOCK

Subject Property: 3757 South Old Hwy 91, McCammon, ID 83250

See Exhibit A attached hereto and made a part hereof.

Before me, the undersigned authority on this day personally appeared Idaho State University, personally known to me to be the person(s) whose name(s) is/are subscribed hereto and upon his/her/their oath(s) depose(s) and say(s) that no proceedings in bankruptcy or receivership have been instituted by or against him/her/them or the entity he/she/them represent(s) and, if it applies, that the marital status of affiant has not changed since the day of acquisition of said property and represents to the purchaser, lender, Old Republic National Title Insurance Company and/or Pioneer Title Company in this transaction that there are:

1. No loans or liens (including Federal or State Liens, Judgment Liens, Child Support Liens or Medical Assistance Liens) and no unpaid governmental or association taxes or assessments of any kind on such property, other than items being paid through this transaction, except the following:
If none, state "NONE"

Creditor	Approximate Amount
<i>None</i>	

2. No unpaid debts for plumbing fixtures, water heaters, floor furnaces, air conditioners, radio or television antennas, carpeting, rugs, lawn sprinkling systems, blinds, window shades, draperies, electric appliances, fences, street paving or any personal property or fixtures that are located on the subject described above, and that no such items have been purchased on time payment contracts and there are no security interests on such property secured by financing statement, security agreement or otherwise, other than items being paid through this transaction except the following:
If none, state "NONE"

Secured Party	Approximate Amount
<i>None</i>	

3. There are no unpaid obligations for labor and material used in the construction of improvements or repairs on the above described property and there are now no unpaid labor or material claims against the improvements or the land upon which same are situated, and I hereby declare that all sums of money due for the erection of improvements have been fully paid and satisfied.

If none, state "NONE"

True False (If false, please list below)

Laborer or Material Supplier	Approximate Amount Owed

4. No assistance has been provided to the undersigned or any of their legal dependents and no application for assistance for indigent care has been made in the last 31 days to the County, nor will the same be made by the undersigned pursuant to Idaho Code 31-3504.

True False

5. Parties in possession of the above described land is/are the affiant(s).

True False - If false, the parties in possession are:

_____ under (check applicable occupancy agreement)

 Option to purchase

 Lease with term of _____

 Rental

 Other (please explain) _____

(To be completed by seller in a sales transaction)

Office Address, if seller is a business entity: _____

Home Address, if seller is a non-business entity: _____

INDEMNITY: I agree to pay on demand to the purchaser, lender, Pioneer Title Company, and/or Old Republic National Title Insurance Company in this transaction, their successors and assigns, all amount secured by any and all liens not shown above, together with all costs, losses and attorney's fees that said parties may incur in connection with such unmentioned liens and not shown in accompanying commitment. Provided said liens either currently apply to such property, or a part thereof, or are subsequently established against said property and are created by me, known by me, or have an inception date prior to the consummation of this transaction.

I realize that the purchaser, lender, Pioneer Title Company and/or Old Republic National Title Insurance Company in this transaction are relying on the representations contained herein in purchasing same, lending money, insuring title thereon and would not purchase same, lend money or issue title insurance unless said representations were made. If seller or borrower is an entity, I have authority to sign on its behalf.

Idaho State University

By:

Brian Hickenlooper, Interim Vice President for Finance and Administration

Sworn to and subscribed before me this 7th day of September, 2016
Notary: _____
Residing At: Pocatello, ID
Commission Expires: 02/09/21

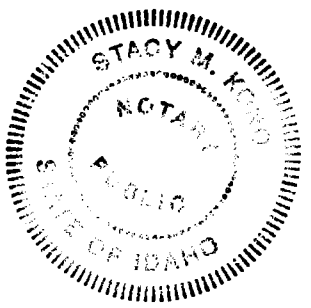


EXHIBIT A

A portion of the East half of the Southwest quarter, namely all areas east of the railroad track of Section 23, Township 8 South, Range 36 E.B.M.

Also: beginning at the South 1/16 corner on the meridional center line of Section 23, Township 8 South, Range 36 E.B.M., thence easterly along the South 1/16 of said section 1,632 feet more or less, to a point on the Southwesterly right of way line of U.S. Highway 91-191, said point being marked by a department of highways reference marker, thence Southeasterly along said Southeasterly right of way line 70 feet, thence Westerly parallel to the South 1/16 line of said Section 120 feet; thence Northwesterly parallel to aforementioned Southwesterly highway right of way line, 48 feet, more or less, to a point the is 20 feet at right angles Southerly from the South 1/16 line of Section; thence Westerly parallel to said South 1/16 line, 1465 feet, more or less, to a point the is 20 feet Southerly and 60 feet Easterly from the South 1/16 corner on the meridional center line of said Section, thence Southerly parallel to the meridional center line of said Section, 340 feet, thence Westerly parallel to the South 1/16 line of said Section, 60 feet to intersect the meridional center line of Section 23: thence Northerly along said meridional center line, 360 feet to the point of beginning.

Also, commencing at the South 1/16 corner on the meridional center line of Section 23, Township 8 South, Range 36 E.B.M., thence Easterly along the South 1/16 line of said Section, 1632 feet, more or less to a point on the Southwesterly right of way line of U.S. Highway 91-191, said point being marked by a department of highways reference marker, thence Southeasterly along said Southeasterly right of way line, 70 feet to the point of beginning; thence continuing Southeasterly along said right of way line 132 feet, thence Westerly parallel to said South 1/16 line 120 feet; thence Northwesterly, parallel to said right of way line 132 feet, thence Easterly parallel to said South 1/16 line, 120 feet to the point of beginning. Bannock County, Idaho.

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure of the proposed Insured to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option, may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and the Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate of interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 00 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.

You may review a copy of the arbitration rules at: <http://www.alta.org/>



Title Insurance Commitment

Policy Issuing Agent For:
Old Republic National Title Insurance Company

File No.: 604776
Reference No.:

Schedule A

- 1. Effective Date: August 24, 2016 7:30AM
- 2. Policy or Policies to be issued:

	Liability	Premium
A. ALTA Owner's Policy - Standard	\$38,000.00	\$364.00
Proposed Insured: Brian D. White and David E. White		
Endorsements:		\$0.00
Inspection Fee: N/A		
B. ALTA Lender's Policy -		\$0.00
Proposed Insured:		
Endorsements:		\$0.00
Inspection Fee: N/A		
		\$0.00

- 3. The estate or interest in the land described or referred to in this Commitment is:

FEE SIMPLE

- 4. Title to the estate or interest in the land is at the Effective Date vested in:

Idaho State University

- 5. The land referred to in this Commitment is described as follows:

See Exhibit A attached hereto and made a part hereof.

Schedule B – Part I

The following Requirements must be met:

1. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
2. Pay us the premiums, fees, and charges for the policy.
3. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered, and recorded.
4. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
5. Documents satisfactory to us releasing any encumbrances shown on Schedule B Part II herein not to be shown on the forthcoming policy or policies must be provided.
6. This Company will require the enclosed Seller or Borrower Affidavit (regarding State Liens and Indigent Care Services) be signed and returned in order to issue the policy herein.

Schedule B -- Part II

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

General Exceptions:

1. Rights or claims of parties in possession not shown by the public records.
2. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey or inspection of the premises including, but not limited to, insufficient or impaired access or matters contradictory to any survey plat shown by the public records.
3. Easements, or claims of easements, not shown by the public records.
4. 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.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Taxes or special assessments which are not shown as existing liens by the 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 to such proceedings, whether or not shown by the records of such agency or by the public records.

Special Exceptions:

7. General taxes for the year 2016, which are liens and are not yet due and payable.
Parcel No.: R4057022200 (Non assessable)
Affects: This and other property
8. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated herein
For: Pole lines
In Favor of: Mountain States Telephone and Telegraph Company
Recorded: June 15, 1916
Instrument No.: Book 31 of Deeds, page 151
9. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated herein
For: Irrigation and drainage ditches
In Favor of: State of Idaho
Recorded: September 9, 1935
Instrument No.: Book 71 of Deeds, page 581

10. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated herein

For: Pole lines
In Favor of: The Mountain States Telephone and Telegraph Company
Recorded: March 31, 1936
Instrument No.: Book 72 of Deeds, page 257

11. Covenants, conditions, restrictions and easements contained in Deed.

Recorded: April 28, 1992
Instrument No.: 92013175

12. Any question that may arise due to shifting or change in the course of the river or creek herein named, or due to said river or creek having changed its course.

13. Proof of authority of the officers executing the proposed documents on behalf of Idaho State University, is required.

End of Exceptions

NOTE: As an accommodation and not part of this Commitment, no liability is assumed by noting the following conveyances describing all or part of the subject property, which have been recorded within the last 24 months:

None

NOTE: We have searched for tax liens and judgments against Brian D. White and David E. White and find the following in the public records:

NONE

NOTE: The County Records and/or the City Engineer's Office show the address to be:

3757 South Old Hwy 91, McCammon, ID 83250

NOTE: There is no notice of record and therefore no search has been made for any unpaid assessments, charges, or fees for sewer, water, garbage, irrigation, or other possible utility services.

NOTE: If the proposed insured under the Policy to issue has any questions concerning the coverage or exclusions from coverage, the Company will be pleased to provide an explanation.

NOTE: Pursuant to the State of Idaho insurance regulations, a cancellation fee is to be charged on all cancelled orders. Unless otherwise advised, orders will be considered cancelled six months after the effective date on the Commitment. The amount of the fee assessed shall be in accordance with our rate filing with the Idaho Department of Insurance.

EXHIBIT A

A portion of the East half of the Southwest quarter, namely all areas east of the railroad track of Section 23, Township 8 South, Range 36 E.B.M.

Also: beginning at the South 1/16 corner on the meridional center line of Section 23, Township 8 South, Range 36 E.B.M., thence easterly along the South 1/16 of said section 1,632 feet more or less, to a point on the Southwesterly right of way line of U.S. Highway 91-191, said point being marked by a department of highways reference marker, thence Southeasterly along said Southeasterly right of way line 70 feet, thence Westerly parallel to the South 1/16 line of said Section 120 feet; thence Northwesterly parallel to aforementioned Southwesterly highway right of way line, 48 feet, more or less, to a point the is 20 feet at right angles Southerly from the South 1/16 line of Section; thence Westerly parallel to said South 1/16 line, 1465 feet, more or less, to a point the is 20 feet Southerly and 60 feet Easterly from the South 1/16 corner on the meridional center line of said Section, thence Southerly parallel to the meridional center line of said Section, 340 feet, thence Westerly parallel to the South 1/16 line of said Section, 60 feet to intersect the meridional center line of Section 23: thence Northerly along said meridional center line, 360 feet to the point of beginning.

Also, commencing at the South 1/16 corner on the meridional center line of Section 23, Township 8 South, Range 36 E.B.M., thence Easterly along the South 1/16 line of said Section, 1632 feet, more or less to a point on the Southwesterly right of way line of U.S. Highway 91-191, said point being marked by a department of highways reference marker, thence Southeasterly along said Southeasterly right of way line, 70 feet to the point of beginning; thence continuing Southeasterly along said right of way line 132 feet, thence Westerly parallel to said South 1/16 line 120 feet; thence Northwesterly, parallel to said right of way line 132 feet, thence Easterly parallel to said South 1/16 line, 120 feet to the point of beginning. Bannock County, Idaho.

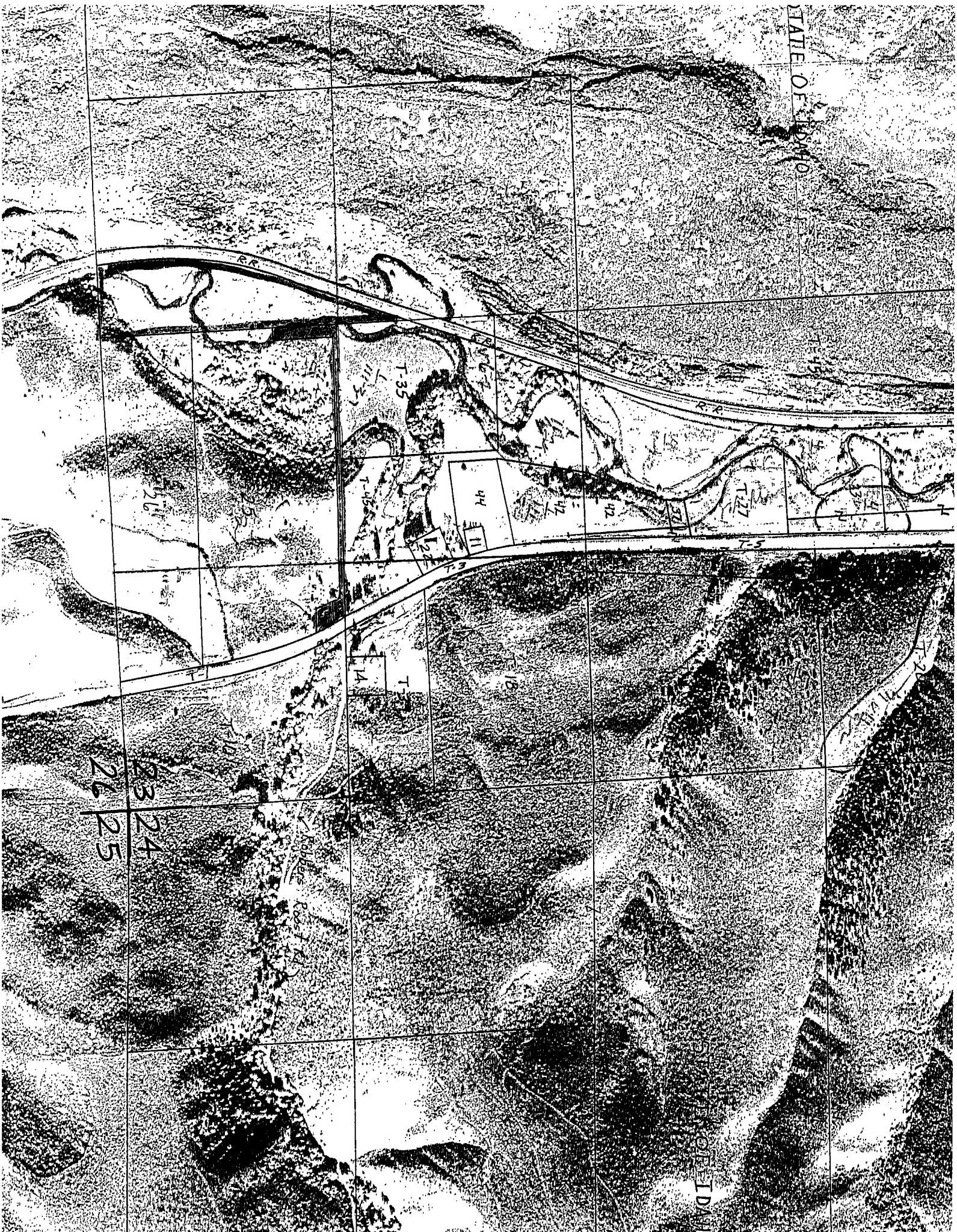


STATE OF IDAHO

26
23
24
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IDAHO

STATE OF IDAHO



26

23 24
26 25

IDAHO

Exhibit A

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Authentisign
Brian Hickenlooper 08/26/2016
8/26/2016 11:44:04 AM MDT

Brian Hickenlooper 8/30/16
David E. White 8/30/16



135 N. Arthur Ave.
Pocatello, ID 83204

ELECTRONICALLY RECORDED-DO NOT REMOVE THE COUNTY STAMPED FIRST PAGE AS IT IS NOW INCORPORATED AS PART OF THE ORIGINAL DOCUMENT

File No. 604776 LP /LW

WARRANTY DEED

For Value Received Idaho State University

hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

Brian D. White, a married man as his sole and separate property and

David E. White, a married man as his sole and separate property

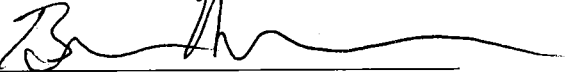
hereinafter referred to as Grantee, whose current address is 286 Viewcrest Ln. Kaysville, UT 84037

The following described premises, to-wit: See Exhibit A attached hereto and made a part hereof.

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantees(s) heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to and with the said Grantee(s), the Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to U.S. Patent reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and current years taxes, levies, and assessments, includes irrigation and utility assessments, (if any) which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: September 1, 2016

Idaho State University

By: 

Brian Hickenlooper, Interim Vice President for Finance and Administration

State of Idaho, County of Bannock

On this 7 day of September in the year of 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared Brian Hickenloop, known or identified to me to be the Interim Vice President for Finance and Administration, of the corporation that executed the instrument or the person/persons who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

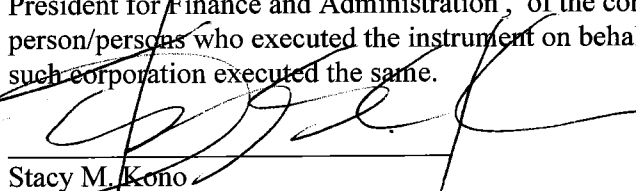

Stacy M. Kono
Residing at: Pocatello, ID
Commission Expires: 3/9/2021



EXHIBIT A

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INITIAL

FW
one
BD

Pioneer Title Company of Bannock County

135 N. Arthur Ave.
Pocatello, ID 83204

File Number: 604776
Sales Price: \$38,000.00
Close Date: 9/7/2016
Disbursement Date: 9/7/2016



SELLER(S) FINAL CLOSING STATEMENT

Type: Purchase
Property: 3757 SOUTH OLD HWY 91
MCCAMMON, ID 83250 (BANNOCK)
(R4057022200)
Borrower(s): BRIAN D. WHITE
286 Viewcrest Ln.
Kaysville, UT 84037
DAVID E. WHITE
673 N 975 W
West Bountiful, UT 84087
Seller(s): IDAHO STATE UNIVERSITY

Lender:
Address:
Legal Desc: A portion of the East half of the Southwest quarter, namely all areas east of the railroad track of Section 23, Township 8 South, Range 36 E.B.M.

Also: beginning at the South 1/16 corner on the meridional center line of Section 23, Township 8 South, Range 36 E.B.M., thence easterly along the South 1/16 of said section 1,632 feet more or less, to a point on the Southwesterly right of way line of U.S. Highway 91-191, said point being marked by a department of highways reference marker, thence Southeasterly along said Southeasterly right of way line 70 feet, thence Westerly parallel to the South 1/16 line of said Section 120 feet; thence Northwesterly parallel to aforementioned Southwesterly highway right of way line, 48 feet, more or less, to a point the is 20 feet at right angles Southerly from the South 1/16 line of Section; thence Westerly parallel to said South 1/16 line, 1465 feet, more or less, to a point the is 20 feet Southerly and 60 feet Easterly from the South 1/16 corner on the meridional center line of said Section, thence Southerly parallel to the meridional center line of said Section, 340 feet, thence Westerly parallel to the South 1/16 line of said Section, 60 feet to intersect the meridional center line of Section 23: thence Northerly along said meridional center line, 360 feet to the point of beginning.

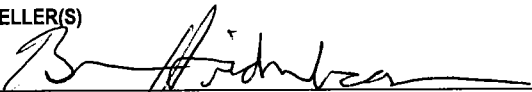
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Description	P.O.C.	Debit	Credit
Deposits, Credits, Debits			
Sale Price of Property			\$38,000.00
Commissions			
Real Estate Commission to Gate City Real Estate		\$1,140.00	
Real Estate Commission to Premier Properties		\$1,140.00	
Title Charges			
Title - Lender's Title Insurance to Pioneer Title Company of Bannock County			
Title - Owner's Title Insurance to Pioneer Title Company of Bannock County		\$364.00	
Title - Settlement or closing fee to Pioneer Title Company of Bannock County		\$150.00	
Totals		\$2,794.00	\$38,000.00

Balance Due TO Seller: \$35,206.00


APPROVED AND ACCEPTED

SELLER(S)



Brian Hickenlooper, Interim Vice President for Finance and Administration

SETTLEMENT COORDINATOR



Liz Piva


Idaho State UNIVERSITY

Office of Finance and Administration
921 South 8th Avenue, Stop 8219 • Pocatello, Idaho 83209-8219

September 8, 2016

Memorandum


TO: Dr. Lyle Castle
Interim Dean for the College of Science and Engineering

FROM: Brian S. Hickenlooper 
Interim Chief Financial Officer

SUBJECT: McCammon Property Repair and Maintenance Fund

In discussions with the Executive Vice President, Laura Woodworth-Ney, it has been determined to utilize most of the proceeds from the sale of the McCammon property for a McCammon Property Repair and Maintenance Fund in the amount of \$30,000. This would fund repairs and maintenance on the remaining approximately 100 acres of land still owned by ISU in McCammon. I have asked Lynn Roberts, the UBO over the Financial Services areas, to track and authorize the spending of these funds for the designated purpose. Please contact Lynn for the process on how to have any repairs/maintenance done on the property.

bs

Cc: Laura Woodworth-Ney
Lynn Roberts
 Adam Jacobsmeyer

Property Address	3757 OLD HIGHWAY	Census Tract		LENDER DISCRETIONARY USE	
City	INKOM	County	BANNOCK		
Legal Description	1.34AC TR S1/2 SE1/4 S23, T8S, R34EBM			Sale Price	\$
Owner/Occupant	ROBERT E. O'NEALL/K. GRIMMIT Map Reference			Date	
Sale Price \$		Date of Sale		Mortgage Amount	\$
Loan charges/concessions to be paid by seller \$				Mortgage Type	
R.E. Taxes \$	196.50 *	Tax Year	1986HOA \$/Mo. -0-	Discount Points and Other Concessions	
Lender/Client	ROBERT E. O'NEALL			Paid by Seller	\$
				PROPERTY RIGHTS APPRAISED	
				<input checked="" type="checkbox"/> Fee Simple	
				<input type="checkbox"/> Leasehold	
				<input type="checkbox"/> Condominium (HUD/VA)	
				<input type="checkbox"/> De Minimis PUD	
				Source	

LOCATION	<input type="checkbox"/> Urban	<input type="checkbox"/> Suburban	<input checked="" type="checkbox"/> Rural	NEIGHBORHOOD ANALYSIS	Good	Avg.	Fair	Poor
BUILT UP	<input type="checkbox"/> Over 75%	<input type="checkbox"/> 25-75%	<input checked="" type="checkbox"/> Under 25%	Employment Stability	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
GROWTH RATE	<input type="checkbox"/> Rapid	<input type="checkbox"/> Stable	<input checked="" type="checkbox"/> Slow	Convenience to Employment	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
PROPERTY VALUES	<input type="checkbox"/> Increasing	<input type="checkbox"/> Stable	<input checked="" type="checkbox"/> Declining	Convenience to Shopping	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
DEMAND/SUPPLY	<input type="checkbox"/> Shortage	<input checked="" type="checkbox"/> In Balance	<input type="checkbox"/> Over Supply	Convenience to Schools	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MARKETING TIME	<input type="checkbox"/> Under 3 Mos.	<input type="checkbox"/> 3-6 Mos.	<input checked="" type="checkbox"/> Over 6 Mos.	Adequacy of Public Transportation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
PRESENT LAND USE %	LAND USE CHANGE	PREDOMINANT OCCUPANCY	SINGLE FAMILY HOUSING PRICE \$ (000)	Recreation Facilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Single Family	5 Not Likely <input checked="" type="checkbox"/>	Owner <input checked="" type="checkbox"/>	20 Low	Adequacy of Utilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2-4 Family	Likely <input type="checkbox"/>	Tenant <input type="checkbox"/>	100 High	Property Compatibility	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Multi-family	In process <input type="checkbox"/>	Vacant (0-5%) <input checked="" type="checkbox"/>	70	Protection from Detrimental Cond.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Commercial	80 To: COMM USE	Vacant (over 5%) <input type="checkbox"/>	Predominant	Police & Fire Protection	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Industrial	REFERS TO			General Appearance of Properties	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vacant	15 AGRICULTURE		70 - 20	Appeal to Market	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Note: Race or the racial composition of the neighborhood are not considered reliable appraisal factors.

COMMENTS: * TAXES SHOWN ABOVE INCLUDE THIS AND OTHER LAND. NHBD CONSISTS OF 5 TO 100+- ACRE INDIVIDUAL FARM/RANCH TYPE PROPERTIES LOCATED EAST OF INTER-STATE 15 ALONG THE PORTNEUF RIVER BETWEEN INKOM IN THE NORTH AND McCAMMON IN THE SOUTH. FARM MKTS BEING DEPRESSED HAVE CREATED DECLINE IN RURAL VALUES

Dimensions	IRRIGULAR		Topography	SLT SLOPE				
Site Area	1.34 ACRES MORE OR LESS	Corner Lot	NO	Size	1.34 ACRES			
Zoning Classification	FARM DISTRICT	Zoning Compliance	YES	Shape	IRRIGULAR			
HIGHEST & BEST USE: Present Use	YES	Other Use		Drainage	ADEQUATE			
UTILITIES	Public	Other	SITE IMPROVEMENTS	Type	Public	Private	View	AVERAGE
Electricity	<input checked="" type="checkbox"/>	UT POWER	Street	ASPHALT	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Landscaping	MINIMUM
Gas	<input type="checkbox"/>		Curb/Gutter		<input type="checkbox"/>	<input type="checkbox"/>	Driveway	GRAVEL
Water	<input type="checkbox"/>	IND WELL	Sidewalk		<input type="checkbox"/>	<input type="checkbox"/>	Apparent Easements	UTILITY
Sanitary Sewer	<input type="checkbox"/>	SEPTIC	Street Lights		<input type="checkbox"/>	<input type="checkbox"/>	FEMA Flood Hazard	Yes* <input type="checkbox"/> No <input checked="" type="checkbox"/>
Storm Sewer	<input type="checkbox"/>		Alley		<input type="checkbox"/>	<input type="checkbox"/>	FEMA* Map/Zone	

COMMENTS (Apparent adverse easements, encroachments, special assessments, slide areas, etc.): SITE SLOPING SLIGHTLY BELOW GRADE TOWARD THE WEST. MINIMUM LANDSCAPING. VARIETY OF FARM TYPE FENCES INCLUDING HORSE CORRALS ADJACENT TO DWELLING. NEW 3/4 HP PUMP IN WELL.

GENERAL DESCRIPTION	EXTERIOR DESCRIPTION	FOUNDATION	BASEMENT	INSULATION				
Units	1	Foundation	CONCRETE	Slab	Area Sq. Ft.	-0-	Roof	<input type="checkbox"/>
Stories	1	Exterior Walls	WD SDNG	Crawl Space	YES	% Finished	Ceiling	UK <input checked="" type="checkbox"/>
Type (Det./Att.)	DET	Roof Surface	ROLL COMP	Basement	NO	Ceiling	Walls	UK <input checked="" type="checkbox"/>
Design (Style)	BUNGLOW	Gutters & Dwnspnts.	NO	Sump Pump		Walls	Floor	<input type="checkbox"/>
Existing	YES	Window Type	ALUMIMUM	Dampness		Floor	None	<input type="checkbox"/>
Proposed		Storm Sash	DOUBLE	Settlement		Outside Entry	Adequacy	UK <input type="checkbox"/>
Under Construction		Screens	YES	Infestation	NONE		Energy Efficient Items:	
Age (Yrs.)	20+-	Manufactured House	NO	OBSERVED				
Effective Age (Yrs.)	20							

ROOMS	Foyer	Living	Dining	Kitchen	Den	Family Rm.	Rec. Rm.	Bedrooms	# Baths	Laundry	Other	Area Sq. Ft.
Basement												
Level 1		1	AREA	1	1			2	1	PRCH		1023
Level 2												

Finished area above grade contains: 5 Rooms; 2 Bedroom(s); 1 Bath(s); 1023 Square Feet of Gross Living Area

SURFACES	Materials/Condition	HEATING	KITCHEN EQUIP.	ATTIC	IMPROVEMENT ANALYSIS	Good	Avg.	Fair	Poor
Floors	PINE/CPT /F	Type	BB	Refrigerator	Quality of Construction	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Walls	DRYWALL /A	Fuel	ELECT	Range/Oven	Condition of Improvements	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Trim/Finish	SOFT WOOD /A	Condition	AVG	Disposal	Room Sizes/Layout	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Bath Floor	LINOLEUM /A	Adequacy	YES	Dishwasher	Closets and Storage	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Bath Wainscot	FORMICA /A	COOLING	NONE	Fan/Hood	Energy Efficiency	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Doors	HOLLOW /A	Central		Compactor	Plumbing-Adequacy & Condition	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
FLOOR SLOPE DN FROM	CTR TO EXTEROR WALLS	Other		Washer/Dryer	Electrical-Adequacy & Condition	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fireplace(s)	WD STOVE # 1	Adequacy		Microwave	Kitchen Cabinets-Adequacy & Cond.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
CAR STORAGE:	Garage <input type="checkbox"/>	Attached <input type="checkbox"/>	Adequate <input type="checkbox"/>	Intercom	Compatibility to Neighborhood	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
No. Cars	Carport <input type="checkbox"/>	Detached <input type="checkbox"/>	Inadequate <input type="checkbox"/>	House Entry <input type="checkbox"/>	Appeal & Marketability	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Condition	None <input checked="" type="checkbox"/>	Built-In <input type="checkbox"/>	Electric Door <input type="checkbox"/>	Outside Entry <input type="checkbox"/>	Estimated Remaining Economic Life		25		Yrs.
				Basement Entry <input type="checkbox"/>	Estimated Remaining Physical Life				Yrs.

Additional features: SOME CONCERN AS TO REASON FOR SLOPE IN FLOORS. APPEARS THAT INTERIOR REPAIR WORK HAS BEEN DONE RECENTLY. DWELLING WAS IN GENERALLY GOOD CONDITION. OLD STYLE PLUMBING FIXTURES. 200 AMP ELECTRICAL SERVICE.

Depreciation (Physical, functional and external inadequacies, repairs needed, modernization, etc.): SUGGEST INSPECTION TO DETERMINE CAUSE FOR SLOPE IN DWELLING FLOORS. NO OTHER REQUIRED MAINTENANCE OR REQUIREMENTS OBSERVED.

General market conditions and prevalence and impact in subject/market area regarding loan discounts, interest buydowns and concessions: THE GENERAL MARKET, FOR THE PAST THREE YEARS, HAS BEEN DECLINING AS THE RESULT OF A SOFT FARM ECONOMY. SALES WERE ABOUT 37% OF AVAILABLE LISTINGS, AFTER 178 DAYS AT 84% OF LIST. MOST TYPES OF FINANCING WERE AVAILABLE.

UNIFORM RESIDENTIAL APPRAISAL REPORT

Valuation Section

File No. _____

Purpose of Appraisal is to estimate Market Value as defined in the Certification & Statement of Limiting Conditions.

BUILDING SKETCH (SHOW GROSS LIVING AREA ABOVE GRADE)
If for Freddie Mac or Fannie Mae, show only square foot calculations and cost approach comments in this space.

SEE ATTACHED SKETCH

PHYSICAL DEPRECIATION WAS ATTRIBUTED TO THE ACTUAL AGE AND THE OBSERVED CONDITION OF THE BASIC STRUCTURE AND THE MECHANICAL COMPONENTS.

FUNCTIONAL OBSOLESCENCE WAS RESULT OF OBSOLETE FLOOR PLAN AND OLD STYLE PLUMBING FIXTURES.

EXTERNAL (ECONOMIC) OBSOLESCENCE WAS RESULT OF DEPRESSED RURAL LAND VALUES.

ESTIMATED REPRODUCTION COST-NEW-OF IMPROVEMENTS:

Dwelling	1,023 Sq. Ft. @ \$ 29.37 =	\$ 30,045
	Sq. Ft. @ \$ _____ =	_____
Extras	WOOD STOVE _____ =	1,000
	_____ =	_____
Special Energy Efficient Items	_____ =	-0-
Porches, Patios, etc.	_____ =	50
Garage/Carport	Sq. Ft. @ \$ _____ =	_____
Total Estimated Cost New	_____ =	\$ 31,095
Less		
Depreciation	Physical 6095 Functional 2000 External 8000 =	\$ 16,095
Depreciated Value of Improvements	_____ =	15,000
Site Imp. "as is" (driveway, landscaping, etc.)	_____ =	2,500
ESTIMATED SITE VALUE	_____ =	\$ 3,000

(If leasehold, show only leasehold value.)

INDICATED VALUE BY COST APPROACH = \$ 20,500

(Not Required by Freddie Mac and Fannie Mae)

Does property conform to applicable HUD/VA property standards? Yes No
If No, explain: _____

Construction Warranty Yes No
Name of Warranty Program _____
Warranty Coverage Expires _____

The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment, reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to, or more favorable than, the subject property, a minus (-) adjustment is made, thus reducing the indicated value of subject; if a significant item in the comparable is inferior to, or less favorable than, the subject property, a plus (+) adjustment is made, thus increasing the indicated value of the subject.

ITEM	SUBJECT	COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3	
Address	3757 OLD HWY 30 SO.	1377 E. JENSON RD McCAMMON, IDAHO		251 STEPHEN INKOM, IDAHO		322 ADA INKOM, IDAHO	
Proximity to Subject		6 MILES SOUTH		7 MILES NORTH		7 MILES NORTH	
Sales Price	\$ 22,000	\$ 49,900		\$ 41,000		\$ 38,500	
Price/Gross Liv. Area	\$ 21.51	\$ 43.39		\$ 39.42		\$ 37.02	
Data Source	INSPECTION	MLS DRIVE BY/ FHA		MLS DRIVE BY/FMHA		MLS DRIVE BY/ FHA	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+ (-)\$ Adjustment	DESCRIPTION	+ (-)\$ Adjustment	DESCRIPTION	+ (-)\$ Adjustment
Sales or Financing Concessions		NONE KNOWN	=	NONE KNOWN	=	NONE KNOWN	=
Date of Sale/Time	JULY 1987	MAY 1987	=	MARCH 1987	=	JUNE 1987	=
Location	RURAL/ AVE	RURAL/ AVE	=	CITY / AVE	-1000	CITY / AVE	-1000
Site/View	1.34 A / F	1.0 A /AVE	-1000	BOX125/AVE	- 800	75X120/AVE	- 500
Design and Appeal	BUNGLOW/F	RANCH/GOOD	-3000	RANCH/AVG	-1000	RANCH/AVG	-1000
Quality of Construction	LOW	GOOD	-5000	AVERAGE	-2000	AVERAGE	-2000
Age	20 YEARS	5 YEARS	-3000	10 YEARS	-2000	18 YEARS	=
Condition	FAIR	AVERAGE	-1500	AVERAGE	-1500	AVERAGE	-1500
Above Grade	Total Bdrms Baths	Total Bdrms Baths		Total Bdrms Baths		Total Bdrms Baths	
Room Count	5 2 1	6 2 1	- 500	6 3 1	-1000	5 3 1	- 500
Gross Living Area	1023 Sq. Ft.	1150 Sq. Ft.	-1300	1040 Sq. Ft.	=	1040 Sq. Ft.	=
Basement & Finished Rooms Below Grade	NONE	100% / 0%	-3000	NONE	=	100% / 100%	-5000
Functional Utility	AVERAGE	AVERAGE	=	AVERAGE	=	AVERAGE	=
Heating/Cooling	BB ELECT	BB ELECT	=	BB ELECT	=	FA GAS	- 500
Garage/Carport	NONE	DBL ATT	-3000	DBL ATT	-3000	NONE	=
Porches, Patio, Pools, etc.	NONE	PORCH/DECK	-3000	PORCH	- 500	PORCH	-3000
Special Energy Efficient Items	NONE	MIN LDSC	=	A LDSC/FEN	-2500	CVD PATIO	
Fireplace(s)	WOOD STOVE	ANDERSON WINDOWS	-1500	NONE	=	NONE	=
Other (e.g. kitchen equip., remodeling)	NONE	ONE	-1500	+ 1000		WOOD STOVE	=
	NONE	RO/DW/WS	- 800	RO/FH/GD	- 700	RO/WS	- 500
Net Adj. (total)		+ X - \$ 28,100		+ X - \$ 15,000		+ X - \$ 18,000	
Indicated Value of Subject		\$ 21,800		\$ 26,000		\$ 20,500	

Comments on Sales Comparison: ABOVE SALES WERE MOST RECENT, PROXIMATE & SIMILAR KNOWN COMPARED TO SUBJECT. WHEN ADJUSTED, EACH WAS CONSIDERED TO BE A GOOD VALUE INDICATOR FOR SUBJECT. A VALUE RANGE OF \$20,500 TO \$26,000 WAS REASONABLE.

INDICATED VALUE BY SALES COMPARISON APPROACH \$ 22,000

INDICATED VALUE BY INCOME APPROACH (If Applicable) Estimated Market Rent \$ N/A /Mo. x Gross Rent Multiplier 0 = \$ -0-

This appraisal is made "as is" subject to the repairs, alterations, inspections or conditions listed below completion per plans and specifications.

Comments and Conditions of Appraisal: ASSUMES 1.34 ACRES OF GROUND CONTAINING THE DWELLING, WELL AND SEPTIC SYSTEM. OLD TACK SHED WAS CONSIDERED TO BE OF NO VALUE.

Final Reconciliation: THE VALUE RANGE INDICATED BY THE MARKET DATA WAS CONSIDERED TO BE REALISTIC. A FINAL VALUE WITHIN THE RANGE WAS REASONABLE. SALES REQUIRED EXCESSIVE ADJUSTMENTS DUE TO MANY DISSIMILARITIES AND SCARCE MARKET DATA.

This appraisal is based upon the above requirements, the certification, contingent and limiting conditions, and Market Value definition that are stated in


FmHA, HUD &/or VA instructions.

Freddie Mac Form 439 (Rev. 7/86)/Fannie Mae Form 1004B (Rev. 7/86) filed with client _____ 19 _____ attached.

I (WE) ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE SUBJECT PROPERTY AS OF JULY 15, 19 87 to be \$ 22,000

I (We) certify: that to the best of my (our) knowledge and belief the facts and data used herein are true and correct; that I (we) personally inspected the subject property, both inside and out, and have made an exterior inspection of all comparable sales cited in this report; and that I (we) have no undisclosed interest, present or prospective therein.

APPRaiser(S)

Signature 
Name PAUL R. SMIT

REVIEW APPRAISER

(if applicable) Signature _____ Did Did Not Inspect Property

RECONCILIATION

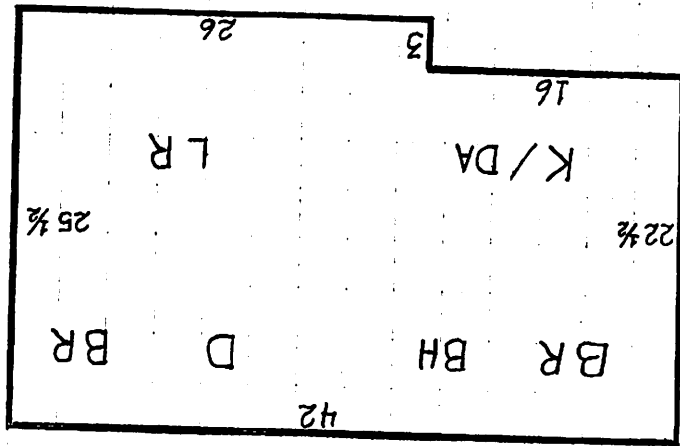
COST APPROACH

SALES COMPARISON ANALYSIS

$$22.5 \times 42 = 945 \text{ SF}$$

$$3 \times 26 = 78 \text{ SF}$$

$$\underline{\hspace{1cm}} 1023 \text{ SF}$$



872004
 ROBERT E. O'NEALL
 3757 OLD HIGHWAY 30
 1.38AC TR S 1/2 SE 1/4
 S 23, T 85, R 36 E BM
 INKOW, BANNOCK, ID.

IDAHO STATE UNIVERSITY

SUBJECT

Disposal of Idaho State University (ISU) real property in McCammon, ID (Formerly known as the O'Neall Property).

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education (Board) Governing Policies & Procedures, Section V.I.5.b(iii).
Section 58-335, Idaho Code

BACKGROUND/DISCUSSION

In 1987 ISU was gifted nearly 120 acres from the Robert E & Joan O'Neall Trust (Trust). The property was gifted in five (5) pieces, with the last piece deeded in 1991. The property was intended to provide an ecological reserve for ISU and its interested students and faculty. Part of the property included a 6.5 acre right of way that provided access to the east side of the property.

In 2013 Wayne Taysom, the property's neighbor to the south, started to complain about weeds that had overgrown on ISU land that were beginning to interfere with his land. He contacted ISU to resolve the issue, but ISU Facilities could not adequately remove the weeds because they had grown on a riverbank that was difficult to access. Facilities removed what they could but there was still an issue with the overgrowth. In 2016, ISU gained the help of Bannock County Weed Control to better access the weeds. While most were removed, the County will not be available again unless ISU pays for future services.

The 10.17 acres east of the railroad tracks offer little to no economic value to ISU and the costs of maintaining the weeds in the future justifies the disposal of the property.

The strip of property was appraised two (2) years ago at \$6,600.

IMPACT

Approval of the request will allow Idaho State University to dispose of the referenced property.

ATTACHMENTS

Attachment 1 – Draft Quitclaim Deed
Attachment 2 – Appraisal

June 22, 2016

ATTACHMENT 1

QUITCLAIM DEED

THIS QUITCLAIM DEED made this ____ day of ____, 2016, between IDAHO STATE UNIVERSITY, a state educational institution and body politic and corporate, organized and existing under the laws and constitution of the State of Idaho, herein referred to as “**Grantor**,” and Wayne Taysom, whose address is PO Box 4519, Pocatello, ID 83205, herein referred to as “**Grantee**”.

That Grantor, for good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby REMISE, RELEASE, CONVEY and forever QUITCLAIM, unto Grantee, that certain real property situated in the County of Bannock, State of Idaho, generally prescribed as Part of the S1/2 of Section 23, Township 8 South, Region 36, E.B.M., and more particularly described as:

A portion of the east half of the southwest quarter, namely all areas east of the railroad tracks of Section 23, Township 8 South, Region 36, E.B.M.

Also, beginning at the south 1/16 corner on the meridional center line of Section 23, Township 8 South, Range 36 E.B.M., thence easterly along the south 1/16 of said section 1,632 feet, more or less, to a point on the southwesterly right of way lone of U.S. Highway 91-191, said point being marked by a department of highways reference marker, thence southeasterly along said southeasterly right of way line 70 feet, thence westerly parallel to the south 1/16 line of said section 120 feet; thence northwesterly parallel to aforementioned southwesterly highway right of way line, 48 feet, more or less, to a point that is 20 feet at right angles southerly from the south 1/16 line of said section; thence westerly parallel to said south 1/16 line, 1465 feet, more or less, to a point that is 20 feet southerly and 60 feet easterly from the south 1/16 corner on the meridional center line of said section, thence southerly parallel to the meridional center line of said section, 340 feet; thence westerly parallel to the south 1/16 line of said section, 60 feet to intersect the meridional center line of Section 23: thence northerly along said meridional center line, 360 feet to the point of beginning.

Also, commencing at the south 1/16 corner on the meridional center line of Section 23, Township 8 South, Range 36 E.B.M., thence easterly along the south 1/16 lone of said section, 1632 feet, more or less, to a pint on the southwesterly right of way line of U.S. Highway 91-191, said point being marked by a department of highways reference marker, thence southeasterly along said southeasterly right of way line, 70 feet to the point of beginning; thence continuing southeasterly along said right of way line 132 feet, thence westerly parallel to said south 1/16 line 120 feet; thence northwesterly, parallel to said right of way line, 132 feet, thence easterly parallel to said south 1/16 line, 120 feet to the point of beginning, Bannock County, Idaho.

SUBJECT TO all valid easements, right of ways, covenants, conditions, reservation and restrictions of record.

Grantor quitclaims to Grantee said real property together with all estate, right, title, interest, possession, claim and demand whatsoever, in law as well as in equity of the Grantor in or to the said property, and all and singular the tenements, hereditaments, and appurtenances thereunto belonging.

June 22, 2016

IN WITNESS WHEREOF, Grantor has hereunto set its hand on the day and year first above written.

GRANTOR:

Idaho State University

By: _____
 James A Fletcher, Vice President,
 Finance and Administration

STATE OF IDAHO)
) ss.
 County of Bannock)

On this ____ day of ____, 2016, before me, the undersigned, a Notary Public in and for said State. Personally appeared James A Fletcher, known to me to be the Vice President for Finance and Administration of Idaho State University, the University that executed the instrument, and acknowledged to me that he executed the same for and on behalf of Idaho State University.

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

 Notary Public for Idaho
 Residing at _____
 My Commission Expires: _____

June 22, 2016

ATTACHMENT 2

Vernon L. Nelson
Appraisals, Consulting and Real Estate
Idaho Certified General Appraiser, CGA-143
P. O. Box 191, Rockland, Idaho 83271
Office -208-548-2690, Cell- 208-221-7537

BILLING DATE: September 30, 2014

BILLIED TO: Idaho State University Foundation, Stop 8050, 921 South 8th Avenue, Pocatello, Idaho 83201. C/O Ms. Pauline Thiros.

PROPERTY APPRAISED: Idaho State University Foundation 10.17 acre McCammon property. Located some four miles North of McCammon, Idaho in Bannock County.

APPRAISAL FEE: **\$1,620.00. See attached appraisal work time sheet.**

Pay \$1,400.00 if paid on delivery of the Appraisal Report.

Please Make Check to:
Farm and Land Services
P. O. Box 191
Rockland, Idaho 83271

Thank you for the opportunity to have been of service.



Vernon L. Nelson
Farm and Land Services
Idaho General Real Estate Appraiser - CGA-143.
Expires 01/09/2015.

Appraisal Work Time:

Appraisal Inspection	1.00 hrs
Courthouse Research	0.40 hrs
Market Information Research	9.20 hrs
Subject Property Valuation Analysis	3.40 hrs
Report Writing/Compiling Report/Copying	<u>13.00 hrs</u>
Total Time -	27.00 hrs

Appraisal Fee: 27.0 hrs x \$60/hr = \$1,620.00

June 22, 2016

ATTACHMENT 2

This report is the result of an Appraisal which conforms to the Uniform Standards of Professional Appraisal Practice (USPAP) for an appraisal report. It presents only summary discussions of the data, reasoning, and analysis that were used in the appraisal process to develop the Appraiser's opinion of the value. Any additional supporting documentation concerning the data, reasoning and analysis is retained in the Appraiser's files. The depth of the discussion contained in this report is to meet the needs of the client. The appraiser is not responsible for any unauthorized use of this report.

This report is the result of an Appraisal that has been completed for the Client who is the Idaho State University Foundation for matters pertaining to a potential sale of the subject property of this report. I have considered the Cost, Sales and Income Approaches to value and have used the approach or approaches to value, which in my opinion are the most applicable and relevant in the valuation analysis for the subject property.

CLIENT: Idaho State University Foundation.

APPRAISER: Vernon L Nelson
Farm and Land Services
P. O. Box 191
Rockland, Idaho 83271

SUBJECT: Idaho State University 10.17 acre McCammon property.

PURPOSE OF THE APPRAISAL: To provide the Appraiser's estimate of Market Value "As Is" of the Fee Simple Interest of the subject property.

PROPERTY RIGHTS APPRAISED: This is an appraisal of the Fee Simple Interest of the Subject Property of this report. It has been appraised as though the property parcels were free and clear without any encumbrances. Property rights considered are those surface rights and interests held by the Subject Property in Fee Simple. Mineral rights if any exist are not included. A Title Report has not been provided to the Appraiser, nor has a Title Report been viewed by the Appraiser.

AUTHORIZATION OF THE REPORT: This report has been prepared at the request of Ms. Pauline Thiros for the Idaho State University Foundation.

FUNCTION OF THE REPORT: This appraisal report has been prepared to assist the Client; who is the Idaho State University Foundation in matters pertaining to a potential sale of the subject property.

EFFECTIVE DATE OF THE REPORT VALUE: The effective date of value is August 21, 2014.

DATE OF THE APPRAISAL REPORT: September 15, 2014.

INTEREST APPRAISED: The Fee Simple ownership interest has been appraised.

ATTACHMENT 2

DISCUSSION OF THE APPRAISAL PROBLEM: I have been asked to prepare an **Appraisal Report** of the Idaho State University 10.17 acre McCammon property. The property consists of 8.50 acres of river bottom land bisected by the Portneuf River with the remaining 1.67 acres considered as dry grazing land that provides access to the subject from Highway 91 with the access ending at the river and the need to cross the river to reach most of the 8.50 acres. The subject is considered with a highest and best use as an add on property to the Wayne Taysom property which adjoins the subject property on the South and North sides with a pasture land use or wildlife habitat use for the property as an add on land parcel. The adjoining Taysom property actually provides better access to the subject property than the current existing access to the property. The property is zoned Agricultural and has no future development potential other than as an add on land parcel to the adjoining Wayne Taysom property with use as pasture land or wildlife habitat land.

The **Appraisal Problem** is to complete a Market Value "as is" of the Fee Simple Interest of the Subject Property for use by the Idaho State University Foundation in matters pertaining to a potential sale of the subject property.

DEFINITION OF MARKET VALUE: Market Value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

Buyer and Seller are typically motivated;
Both parties are well informed or well advised, and acting in what they consider their own best interest;
A reasonable time is allowed for exposure in the open market;
Payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and
The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Rules and Regulations, Federal Register, Vol. 55, No. 129, Page 27771.

FEE SIMPLE INTEREST DEFINED: In the "English Common Law", the Fee Simple Interest is defined as the highest estate one can hold in land and which consists of a collection or "Bundle" of rights held by the owner which includes the right to occupy and use, to build upon, to grant easements, to mortgage, to mine or farm, to restrict use, to create covenants, to sell or refuse to sell, to give away or abandon, to rent or lease and to devise by will. No mineral interests or rights are valued or considered in this appraisal.

COMPETENCY PROVISION: I have taken the appropriate steps to comply with the competency provision as required by USPAP. Requirements have been satisfied, based on my educational training, knowledge of the area, prior appraisal experience of appraising rural, commercial and residential properties.

This appraisal has been developed in conformance with the Uniform Standards of Professional Appraisal Practice as adopted by the Appraisal Standards Board of the Appraisal Foundation. It

ATTACHMENT 2

conforms to the standards of the Professional practice and Code of Ethics of the Appraisal Institute.

In my 25 years of Real Estate Appraisal Practice and work, I have appraised many agricultural and development properties in Southern and Eastern Idaho to include the Bannock County area where the subject property is located. I feel, based on my lifetime involvement in agriculture and my appraisal experience, I am competent under USPAP to complete this appraisal assignment.

EXPOSURE AND MARKETING TIME: Market Value as estimated and the costs and other estimates used in arriving at the estimate of value is as of the date of the appraisal. Because markets upon which these estimates and conclusions are based upon are dynamic in nature, they are subject to change over time. Further, the report and value estimates are subject to change if future physical, financial or other conditions differ from the conditions as of the effective date of this appraisal report, which date is September

In applying the market value definition to this appraisal, a reasonable exposure time of 6 months has been estimated for the subject property based on current market demand for Agricultural properties and after talking with area Farmland Realtors and Appraiser's. Exposure time is the estimated length of time the property interest being appraised would have been offered in the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; exposure time is always presumed to precede the effective date of the appraisal.

Market Value as estimated in this appraisal report is for the effective date of value as shown and contained in this appraisal report. The markets upon which the conclusions and values for the subject property are based are dynamic in nature and subject to change over time. Further, the report and value estimates are subject to change if future physical, financial and other conditions differ from conditions as of the date of appraisal.

Marketing time, however, is an estimate of the amount of time it takes to sell a property interest at the estimated market value during the period after the effective date of the appraisal. An estimate of marketing time is not intended to be a prediction of a date of sale. It is appropriate to assume that the value as of the effective date of appraisal remains stable during a marketing period. Additionally, the appraiser/s have considered market factors external to this appraisal report and have concluded that a reasonable marketing time for the subject property is 6 months.

In today's market there is good demand for agricultural land to include cropland and pasture lands. The subject property is a unique property based on its location, size and type in that it has very little use by itself. It has a much better use as an add on property to the adjoining Taysom property with it becoming a part of the Taysom pasture land which also includes river bottom land which based on its adjoining location provides better overall access to the subject property than the current existing subject property access provided by the Subject Property land located in Tax Nos. 7 and 9 Many buyers in today's agricultural market are outside investors to include pension fund companies. Investors do not want to place their monies in the volatile investment markets and would rather purchase quality farmland as an investment. Low interest rates, high commodity prices and the volatile investment markets had created the current buyer demand nationwide for quality farmland. Farmland values in certain areas have exploded over what they were two and three years ago. The subject because it is considered with a highest and best use as an add on land parcel to the adjoining Taysom property with use as pasture or wildlife habitat creates a special situation where a marketing period and time is almost exclusively based on the

ATTACHMENT 2

desire and demand for Mr. Wayne Taysom to purchase the property for his own use as an add on property to his existing adjoining property. The small acreage size, location, access to the river bottom land and also the overall shape and potential flooding of the river bottom land very much limits the demand or desire to own the subject property creating an almost impossible ability to forecast exposure and marketing times for the subject property.

SCOPE OF THE APPRAISAL: The scope of the appraisal process encompasses the necessary research and analysis to prepare and complete a report in accordance with the intended use and the Uniform Standards of Professional Appraisal Practice of the Appraisal Foundation. In regards to the Subject Property tracts, this involved the following steps:

On August 21, 2014, a visual drive over and walk over inspection of the subject property was completed by myself, Vernon L. Nelson, accompanied by Mr. Wayne Taysom who is the adjoining property owner to the South side of the subject property.

This report has been prepared at the request of the Client to estimate the Market Value "As Is" of the Fee Simple Interest of the subject property land parcels for use in matters pertaining to a potential sale of the subject property.

I have gathered and confirmed information on comparable land sales in the Subject's market area for use in the valuation analysis.

The area and neighborhood data contained in this report is based on information available through office files, past appraisal reports that have been completed in the area and interviews with local people such as Realtors, Bankers, Buyers and Sellers of Real Estate and other Appraisers who are considered to have good knowledge of the area.

The Highest and Best Use of the Subject Property is based on the type and analysis of the properties to include land type, zoning, land size, land shape, overall access to the subject property, current and past uses of the land parcel, surrounding area land use, and market conditions. The location, small property size at 10.17 acres, very irregular overall property shape, river bottom land portion consisting of 8.50 acres mol which is bisected by the Portneuf River along with the potential for flooding along with access to the 8.50 acres requiring the crossing of the Portneuf River without a bridge to reach that portion of the subject property very much limits the use of the subject property.

In developing the approaches to value, I have considered use of the Cost, Sales and Income Approaches to value and used the approach/approaches to value which are the most relevant in valuing the subject property based the type of subject property land, subject property location, physical and access factors pertaining to the subject property and available market information for use.

After assembling and analyzing the data defined in the scope of this report, a final estimate of the Market Values of the Fee Simple Estate of the subject properties of this report were made.

June 22, 2016

ATTACHMENT 2

This appraisal has been prepared for the Client who is the Idaho State University Foundation to help estimate a value of the subject property for use in matters pertaining to a potential sale of the subject property.

This Summary Appraisal Report is a brief recapitulation of my appraisal data, analysis and conclusions. Supporting documentation not contained in this report is contained in my appraisal files.

HISTORY OF THE SUBJECT PROPERTY: The subject property as described and valued in this report has been under the ownership of Idaho State University for a reported many years.

ZONING: The subject property is zoned Agricultural according to the Bannock County Planning and Zoning Department.

CURRENT AGREEMENTS OF SALE, OPTION AND LISTING: None has been reported or found to exist at the time of this appraisal. There has been talk between the Idaho State University Foundation and Mr. Wayne Taysom who owns the adjoining land to the south side of the subject property regarding a possible sale and purchase of the subject property.

APPRAISER'S PERSPECTIVE ON MARKET CONDITONS AND VALUE: The market value estimate of this appraisal report is based on the effective date of August 21, 2014. I have researched the subject area market for sales and market data that will fit within the effective valuation date of August 21, 2014. This report has a date of September 15, 2014 with a report valuation date of August 21, 2014. Because these two dates are very close in time I find that Market Value under such circumstances is considered to be current.

EFFECT ON VALUE OF ENCUMBRANCES, EASEMENTS AND ENCROACHMENTS: No encumbrances, on the subject property were noted, nor have I been made aware of any encumbrances on the subject property and, therefore, there is no effect on value from any encumbrances. There is a power line easement that crosses the Eastern area of the property.

SUMMARY OF FACTS AND CONCLUSIONS

Subject Property: Idaho State University Foundation - McCammon 10.17 acres mol.

Location: Four miles North of McCammon, Idaho in Bannock County.

Owner of Record: The records of the Bannock County Tax Assessor show ownership as Idaho State University.

Type of Report: Appraisal Report.

Client for the Report: Idaho State University Foundation.

Authorization: Ms. Pauline Thiros for the Idaho State University Foundation.

Intended Users of the Report: Idaho State University Foundation.

Purpose of the Report: To estimate the Market Value "As Is" of the Fee Simple Interest for the Subject Property of this report.

Function of the Appraisal: For use in matters pertaining to a sale of the subject property.

Property Rights Appraised: Fee Simple Interest.

Appraisal Conditions: The valuation of the subject property has been completed as the Market Value "As Is" of the Fee Simple ownership interest. There is not a full survey and legal description for the subject property of this report. Tax No. 7 consisting of 1.34 acres and Tax No. 9 consisting of 0.33 acres have legal descriptions, but the remaining 8.50 acres mol which is part of Tax No. R4057022200 consisting of 80.0 acres mol does not have a legal description. It is located on the East side of the railroad tracks and is bisected by the Portneuf River. The land located to the East of the railroad tracks was measured by the County Assessor to consists of 8.50 acres mol. There is no current land survey or legal description to describe the 8.50 acres mol located to the East of the River and not included with Tax Nos. 7 and 9. Total acreage is estimated to be 10.17 acres.

Brief Property Description: Subject property consists of approximately 10.17 acres. The land consists of Tax 7 which is 1.34 acres of land including the 20 foot wide access from Tax 9 to the river with a portion of Tax 7 located on the West side of the river requiring the need to cross the river without a bridge to access the property. Tax 9 is located adjacent to Highway 91 and provides access to the subject property from the highway. Tax 9 consists of 0.33 acres and is also the site of an old residence in poor condition and a well that is located in an area

ATTACHMENT 2

subject to runoff flooding from the highway and the East because Tax 9 land is located well below the road grade of Highway 91. The remaining 8.50 acres is located to the East of the Railroad tracks and is bisected by the Portneuf River. Access to the west end of Tax 7 and the 8.50 acres requires crossing the river without use of a bridge. The 8.50 acres is river bottom and is subject to flooding from the river during periods of high water and runoff. The best river crossing access to the property is from the adjoining Wayne Taysom property. The river bottom land also has areas of heavy undergrowth of willows, haws bushes, native vegetation and noxious weeds that need to be controlled. The subject property because of its agricultural zoning, small and irregular size and shape along with flooding from runoff and the river has no development potential. The land has the best use as an add on land parcel to the adjoining Wayne Taysom property with an add on use for pasture or wildlife habitat.

Zoning: Agricultural.

Flood Hazard: Bottom land consisting of approximately 8.50 acres according to the measurements of the Bannock County Assessor is bisected by Portneuf River and is subject to flooding during the periods of high water runoff in the Portneuf River.

Highest and Best Use: Agricultural - Add on tract to adjoining property for use as livestock pasture or wildlife habitat with access to the bottom 8.50 acres from use of land in Tax 7 and Tax 9 which connects with Highway 91.

Date of Value Estimate: August 21, 2014.

Date of the Report: September 15, 2014.

*Estimates of Value -

Cost Approach:	\$ N/A
Sales Comparison Approach:	\$6,600
Income Approach:	\$ N/A
Subject Property Value:	\$ N/A

* Valued using the Extraordinary Assumption as discussed in the Letter of Transmittal and in the appraisal report.

Overall Property Comments

Mineral Rights: Mineral Rights are assumed to be included in the Fee Simple Interest. I have not researched or been made aware of any mineral rights that pertain to the subject property. Mineral rights are not typical in the agricultural market and are not considered to have any effect on value.

Water Rights: The subject property has no water rights for irrigation.

Other:

Climate - High Desert valley area with 10 to 12" annual precipitation.

Elevation - 4,800 feet.

Frost Free Days - 100 to 120 days.

Utilities - Electrical and telephone are available to Tax 9 located off of Highway 91.

City Services - None

Shopping, Employment and Services - Basic services located in McCammon. Major Major retail, professional and medical are located in Pocatello.

Pocatello

Schools - K - 12 grades are part of the Marsh Valley School District with elementary schools located in Inkom. McCammon, Lava Hot Springs and Downey. Junior High and High School is located in Arimo.

Location - Average in location to McCammon and Pocatello.

Access - Good for Tax 7 and Tax 9 from Highway 91 and poor for the access to the river bottom land consisting of 8.50 acres because of the need to cross the river to access much of this portion of the subject property.

Rentability - Poor

Market Appeal - Poor. Most attractive as an add on land parcel to adjoining land.

Easements and Encroachments: No easements or encroachments are reported or known to exist in the area or to have an effect on the property.

Hazards and Detriments: Potential for runoff flooding for the land site in Tax 7 and flooding of the 8.50 acres of river bottom land from high water overflow from the Portneuf River.

ATTACHMENT 2

SUBJECT PROPERTY PHOTOGRAPHS

1 - Old House located on Tax No. 9 land adjacent to Highway 91.

2 - Well and Pump House located on Tax No. 9 land near the old House.

This area has the potential for flooding from runoff from Highway 91 and the area to the East which is located on a higher elevation than the subject land located in Tax No. 9. Well condition and availability for use is unknown.



ATTACHMENT 2

SUBJECT PROPERTY PHOTOGRAPHS

1 - Access to Subject Property Tax No. 9 land from Highway 91.

Old house is located in the background. The land is below road level in elevation and prone to runoff flooding from Highway 91 and the area to the East and South of the property.

2 - Southeast area of Tax No. 9 land with the private road access to the Wayne Taysom residence located in the background.



ATTACHMENT 2

SUBJECT PROPERTY PHOTOGRAPHS

- 1 - View looking East at the 20 foot wide land strip of Tax No. 7 which dead ends at the Portneuf River requiring the need to cross the river without a bridge to access the West area of Tax No. 7 and the remaining subject property 8.50 acres.**
- 2 - View of the subject property's river bottom land consisting of 8.50 acres mol that is bisected by the Portneuf River with the need to cross the river without a bridge to access the land.**



ATTACHMENT 2

SUBJECT PROPERTY PHOTOGRAPHS

1 and 2 - View of the Portneuf River as it bisects through the river bottom land of the subject property located to the East of the Railroad tracks consisting of 8.50 acres mol according to County Assessor's land measurement.



ATTACHMENT 2

SUBJECT PROPERTY PHOTOGRAPHS

1 and 2 - River bottom land consisting of 8.50 acres mol according to County Assessor's land measurement. Note the overgrowth of willows, haws bushes, sage brush and noxious weeds that need controlling. The overgrowth limits the use of this area of the subject property to Wildlife habitat rather than pasture.



ATTACHMENT 2

SUBJECT PROPERTY PHOTOGRAPHS

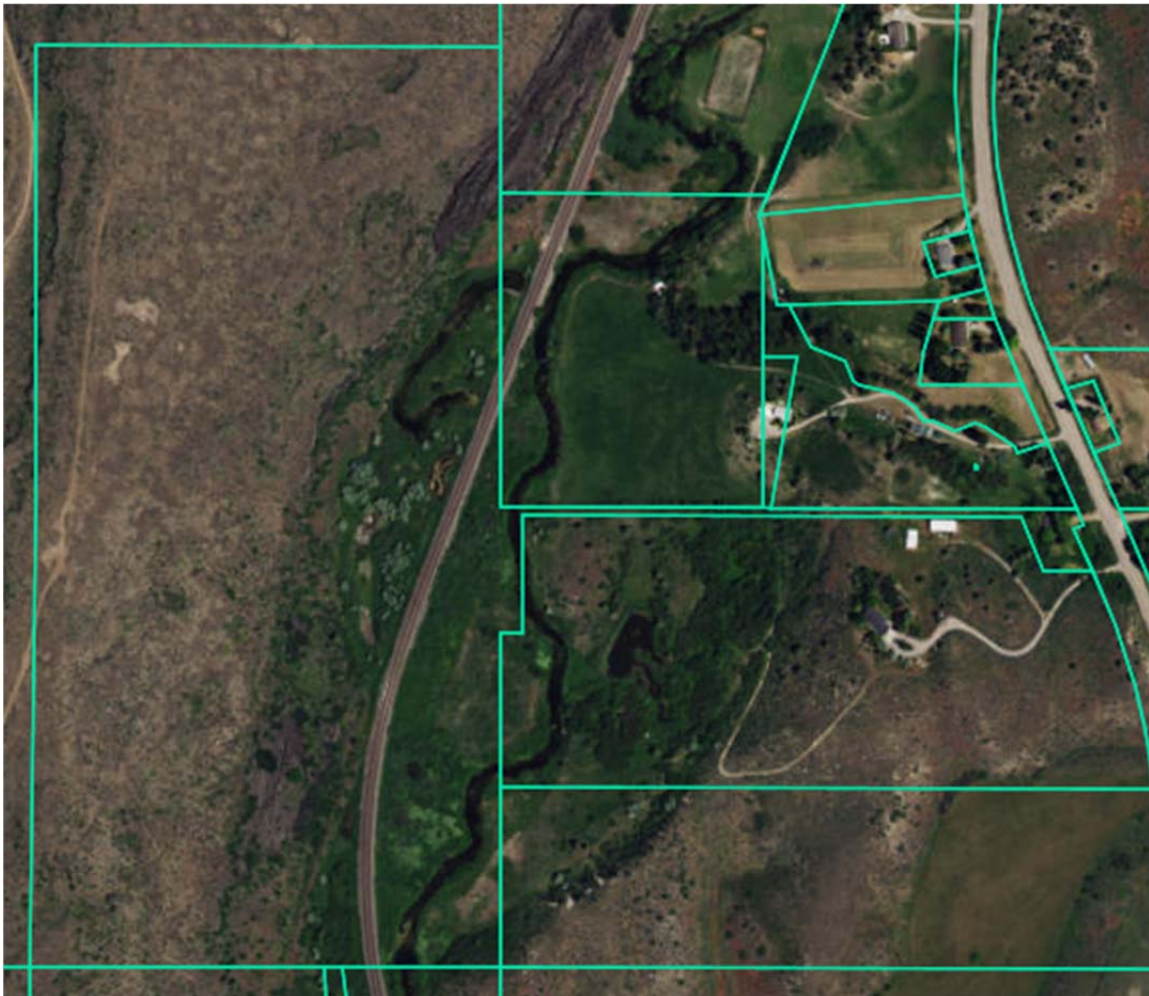
1 - River bottom land located to the East of the river that has pasture potential but also has a noxious weed problem.



June 22, 2016

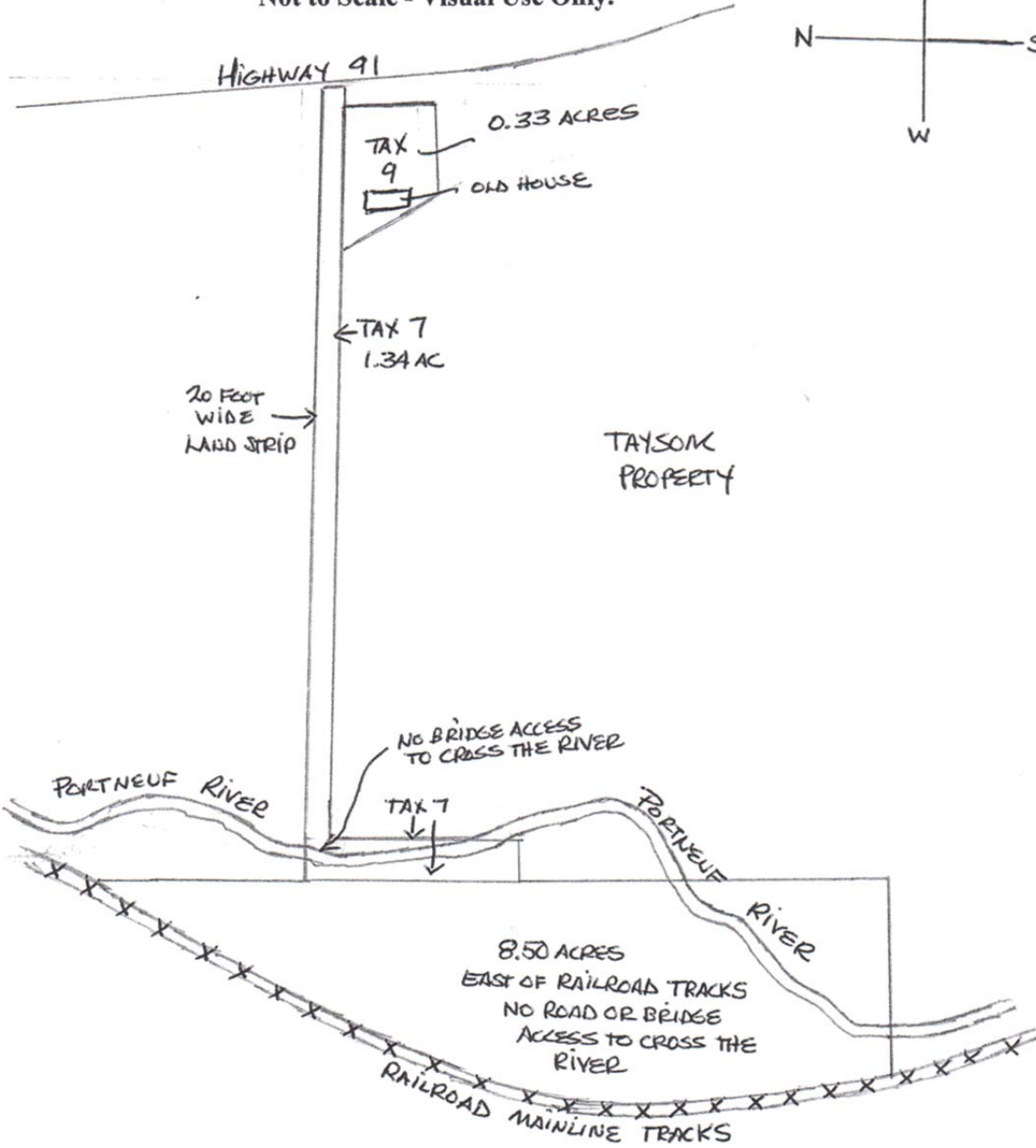
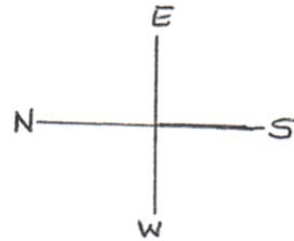
ATTACHMENT 2

PLAT MAP



ATTACHMENT 2

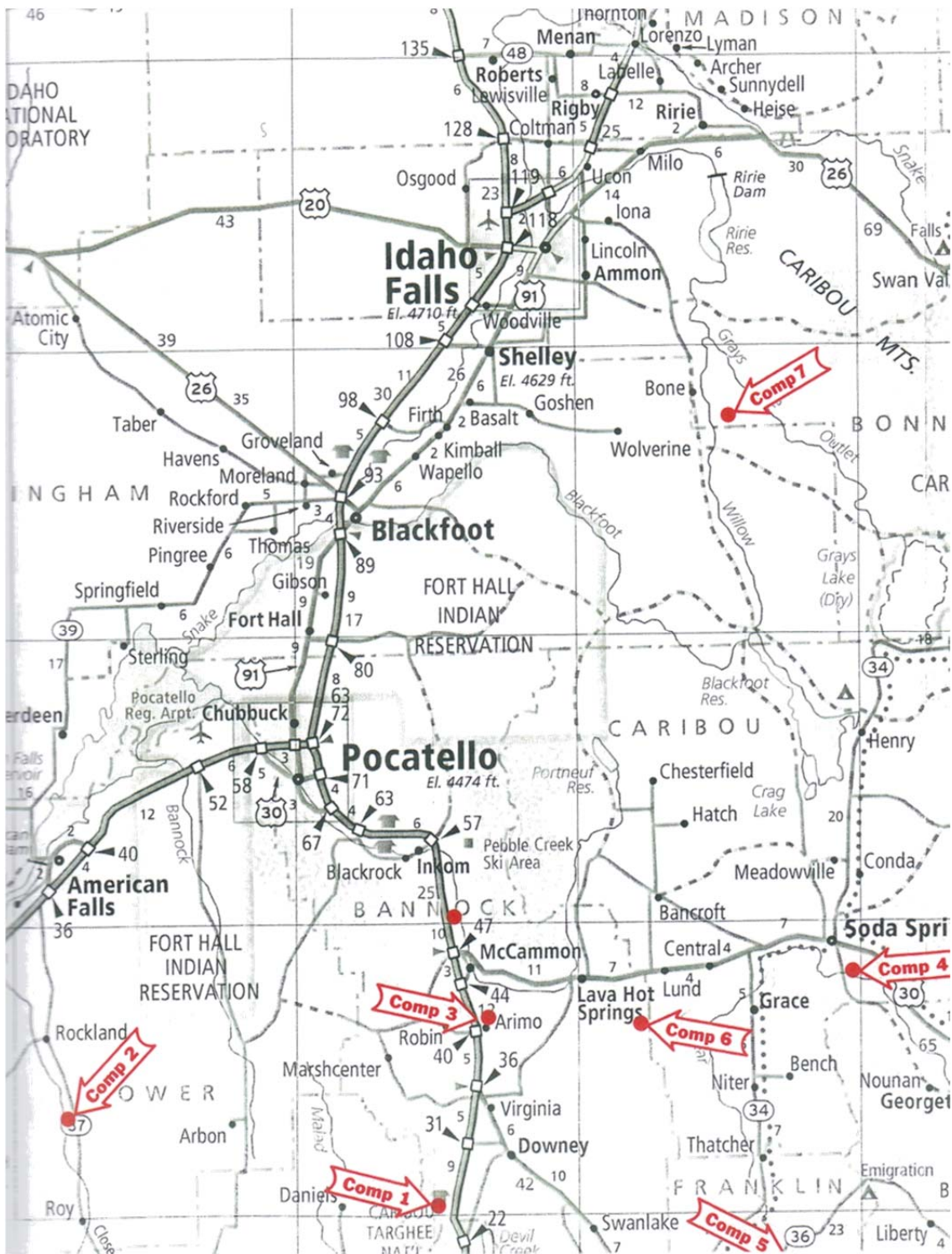
SUBJECT PROPERTY PLAT SKETCH
Not to Scale - Visual Use Only.



TOTAL A:
TAX 7 - 1.34 ACRES
TAX 9 - 0.33 ACRES
RIVER - 8.50 ACRES
BOTTOM
TOTAL 10.17 ACRES MOL

ATTACHMENT 2

LOCATION MAP



ATTACHMENT 2

SALES SUMMARY VALUE TABLE

Sale No.	Buyer	Sale Date	Location	Dry Pasture Acre/Size	Abstracted Price/Acre
One	Scott Land and Livestock, Inc	08/2013	Downey area Bannock County	Dry Grazing 1,212.83 acres	\$433
Two	Udy	09/2012	Power County Rockland Valley	Creek Bottom Pasture 83.56 acres Dry Grazing 34.23 acres	\$817 \$675
Three	Arimo Corp	11/2011	Arimo area Bannock County	Dry Grazing 79.74 acres	\$565
Four	Schaneveldt	09/2010	Soda Springs area of Caribou County	Dry Grazing 239.00 acres	\$550
Five	Confidential	05/2010	Franklin area Franklin County	Dry Grazing 435.00 acres	\$700
Six	Neil Anderson	03/2010	Lava Hot Springs Area Bannock County	Native Mountain Pasture - 1,248.00 acres	\$582
Seven	Roxine Store	11/2009	Bone area of Bingham County	Dry Grazing - 1,920.00 acres	\$781
Five	Hancock	07/2009	Daniels Area Oneida County	Native Mountain Pasture - 491.66 acres	\$933

The comparable sales are the most recent sales transactions that I could find based on my market research. There are no sales directly comparable to the subject property with similar overall physical and general characteristics to include small acreage size, irregular shape, access problems to the river bottom land, flooding and runoff problems. The subject property is considered to be an add on land parcel to the adjoining Wayne Taysom property with the add on use as pasture or wildlife habitat. The preceding seven sales are considered to be the most comparable to the subject property for this valuation analysis. The sales consist of Dry Grazing Pasture land or a combination of land types to include Native Mountain Pasture land and Dry Grazing.

Dry grazing pasture lands do not readily sell in the market as they are not readily available for sale.

ASSUMPTIONS AND LIMITING CONDITIONS

The Appraiser's certification appearing in the appraisal report is subject to the following conditions and to such other specific and limiting conditions as are set forth in the report.

1. The Appraiser assumes no responsibility for matters of a legal nature affecting the property appraised or the title thereto, nor does the Appraiser render any opinion as to the title, which is assumed to be marketable. The property is appraised as though under responsible management.
2. Sketches in the report may show approximate dimensions and are included only to assist the reader in visualizing the property. The Appraiser has made no survey of the property. Drawings and/or plats are not represented as an engineer's work product, nor are they proved for legal reference.
3. The Appraiser is not required to give testimony or appear in court because of having made the appraisal with reference to the property in question, unless arrangements have been previously made.
4. Any distribution of the valuation in the report applies only under the existing program of utilization. The separate valuations of components must not be used outside of this appraisal and are invalid if so used.
5. The Appraiser has, in the process of exercising due diligence, requested, reviewed and considered information provided by the ownership of the property and client, and the Appraiser has relied on such information and assumes that there are no hidden or unapparent conditions of the property, subsoil, or structures, which would render it more or less valuable. The Appraiser assumes no responsibility for such conditions, for engineering which might be required to discover such factors, or the cost of discovery or correction.
6. While the Appraiser has inspected the subject property and has considered the information developed in the course of such inspection together with the information provided by the ownership and client, the Appraiser is not qualified to verify or detect the presence of hazardous substances by visual inspection or otherwise, nor qualified to determine the effect, if any, of known or unknown substances present. Unless otherwise stated, the final value conclusion is based on the subject property being free from hazardous waste contaminations, and it is specifically assumed that present and subsequent ownerships will exercise due diligence to insure that the property does not become otherwise contaminated.
7. Information, estimates, and opinions furnished to the Appraiser, and contained in this report, were obtained from sources considered reliable and believed to be true and correct. However, no responsibility for accuracy of such items furnished to the Appraiser can be assumed by the Appraiser.
8. Unless specifically cited, no value has been allocated to mineral rights or deposits.

ASSUMPTIONS AND LIMITING CONDITIONS

9. Water requirements and information provided has been relied on and, unless otherwise stated, it is assumed that:

All water rights to the property have been secured or perfected, that there are no adverse easements or encumbrances, and the property complies with the Bureau of Reclamation or other regulations;
Irrigation and domestic water and drainage system components, including distribution equipment and piping, are real estate fixtures;
Any mobile surface piping or equipment essential for water distribution, recovery, or drainage is secured with the title to real estate; and
Title to all such property conveys with the land.

10. Disclosure of the contents of this report is governed by the applicable law and/or bylaws and regulations of the professional appraisal organization/s with which the Appraiser is affiliated.

11. Neither all nor any part of the report, or copy thereof, shall be used for any purposes by anyone but the client specified in the report without the written consent of the Appraiser. This report was prepared for the client's use at the client's sole discretion within the framework of the function stated in the report and its use for any other purpose is beyond the scope contemplated in the appraisal.

12. Where the appraisal conclusions are subject to satisfactory completion, repairs, or alterations, the appraisal report and value conclusions are contingent upon completion of the improvements in a workmanship manner consistent with the plans, specifications and/or scope of work relied upon in the appraisal.

13. No one provided significant professional assistance to the person/s signing this report.

14. Appraiser liability is limited to the fee charged for the report and professional services.

15. Acceptance of the report by the client constitutes acceptance of all assumptions and limiting conditions contained in the report.

16. Other Contingent and Limiting Conditions:

This report has been prepared for the Fee Simple Interest in the Subject Property. It is assumed that no restrictions, contracts, or covenants are in place that would alter the Fee Simple Interest of the property appraised in this report.

Prior to the acceptance of this appraisal assignment, I have performed no previous services pertaining to the subject property.

CERTIFICATION OF VALUE

I, Vernon L. Nelson, do hereby certify that except as otherwise noted in this Summary Appraisal Report:

I have personally inspected the Subject Property of this report.

I have no present or contemplated future interest in the Real Estate that is the Subject Property of this Summary Appraisal report.

I have no personal interest or biased with respect to the Subject Property of this Summary Appraisal Report or the parties involved.

My compensation is not contingent upon the reporting of a predetermined value or direction of value that favors the Client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.

To the best of my knowledge and belief, the statements of fact contained in this Summary Appraisal report, upon which the analysis, opinions and conclusions expressed herein, are true and correct.

This Summary Appraisal report sets forth all of the limiting conditions imposed by the terms of this assignment or by the undersigned affecting the analysis, opinions and conclusions in this Summary Appraisal report.

My analysis, opinions and conclusions were developed and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice.

I certify, that to the best of my knowledge and belief, the reported analysis, opinions and conclusions of this report were developed and this report has been prepared in conformity with the requirements of the Code of Ethics and the Standards of the Professional Appraisal Practice of the Appraisal Institute.

No one other, than I, Vernon L. Nelson, the undersigned prepared the analysis, opinions and conclusions concerning the Subject Property which are set forth in this Summary Appraisal report.

The reported analysis, opinions and conclusions are limited by the reported assumptions, limiting conditions and are my personal, unbiased professional analysis, opinions and conclusions.

Prior to accepting this Appraisal assignment, I have performed no Appraisal Services or other Services involving the subject property, in any capacity, in the three year period previous to the date of value in the appraisal.

June 22, 2016

CERTIFICATION OF VALUE

Unless otherwise disclosed in this report, I have not been engaged to appraise the subject property for the purpose of market value by any party except (the client), (my employer), as identified in this report.

Effective July 1, 1991, the State of Idaho implemented a voluntary program of licensing and certification for Real Estate Appraisers,. The program became mandatory July 1, 1992. I have met the qualifications to be a General Real Estate Appraiser and I am currently certified in the State of Idaho. I am licensed to appraiser all types of Real Estate. To date, I have completed the requirements under the continuing education program for Real Estate Appraiser's in the State of Idaho. My Certification fore a General Real Estate Appraiser is under Certification No. CGA-143, which expires 01/09/2015.

Based on the data, factors and assumptions contained in this report, it is my opinion that the Subject Property had the following estimated Market Value "As Is" of the Fee Simple Interest as of August 21, 2014:

SIX THOUSAND SIX HUNDRED DOLLARS

***** \$6,600 *****



Vernon L. Nelson, Idaho
Farm and Land Services
Idaho CGA-143
Expires 01/09/2015

9/15/2014

Date

3-1
GIFT DEED

807108

THIS INDENTURE made in the City of Pocatello, Bannock County, this 8th day of December, 1987.

BETWEEN the **ROBERT E. AND JOAN O'NEALL TRUST** herein called **TRUST** and Idaho State University, a body politic and corporate, Box 8219, Idaho State University, City of Pocatello, State of Idaho, herein called **UNIVERSITY**.

WITNESSETH that the **TRUST** is the owner of the following described real property, and desires to gift the same to the **UNIVERSITY** for the purpose of a nature reserve and nature study center to be used as the focal point of educational activities conducted by the **UNIVERSITY** in teaching, field related activities and independent studies in areas including but not limited to, botany, biology, ecology, geology, mammalogy, ornithology and wildlife and stream management and for the use by the **UNIVERSITY** for outdoor handicapped persons activities.

The **TRUST** does hereby gift, grant and convey, subject to the conditions and stipulations stated herein, to the **UNIVERSITY** an undivided one-fifth (1/5) interest in that certain plot, piece or parcel of land, including any improvements and or buildings thereon erected, situate, lying and being, described as follows:

TAX NO. 8, SITUATE IN SECTION 26, TOWNSHIP 8 SOUTH, RANGE 36 E.B.M., BANNOCK COUNTY, IDAHO, DESCRIBED AS FOLLOWS: ALL THE NE1/4 NW 1/4 SECTION 26, TOWNSHIP 8 SOUTH, RANGE 36 E.B.M., EXCEPT THAT PORTION DEEDED AND USED AS A RIGHT OF WAY FOR THE OREGON SHORT LINE RAILROAD, SOMETIMES KNOWN AS, THE UNION PACIFIC RAILROAD, ALSO RIGHT OF WAY FOR THE PORTNEUF RIVER.

ALSO, EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 8 SOUTH, RANGE 36 E.B.M..

ALSO, BEGINNING AT THE SOUTH 1/16 CORNER ON THE MERIDIONAL CENTER LINE OF SECTION 23, TOWNSHIP 8 SOUTH, RANGE 36 E.B.M., THENCE EASTERLY ALONG THE SOUTH 1/16 LINE OF SAID SECTION 1632 FEET, MORE OR LESS, TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 91-191, SAID POINT BEING MARKED BY A DEPARTMENT OF HIGHWAYS REFERENCE MARKER, THENCE SOUTHEASTERLY ALONG SAIDSOUTHWESTERLY RIGHT OF WAY LINE 70 FEET, THENCE WESTERLY PARALLEL TO THE SOUTH 1/16 LINE OF SAID

3-2

SECTION, 120 FEET; THENCE NORTHWESTERLY PARALLEL TO AFOREMENTIONED SOUTHWESTERLY HIGHWAY RIGHT OF WAY LINE, 48 FEET, MORE OR LESS, TO A POINT THAT IS 20 FEET AT RIGHT ANGLES SOUTHERLY FROM THE SOUTH 1/16 LINE OF SAID SECTION; THENCE WESTERLY PARALLEL TO SAID SOUTH 1/16 LINE, 1465 FEET, MORE OR LESS, TO A POINT THAT IS 20 FEET SOUTHERLY AND 60 FEET EASTERLY FROM THE SOUTH 1/16 CORNER ON THE MERIDIONAL CENTER LINE OF SAID SECTION, THENCE SOUTHERLY PARALLEL TO THE MERIDIONAL CENTER LINE OF SAID SECTION, 340 FEET; THENCE WESTERLY PARALLEL TO THE SOUTH 1/16 LINE OF SAID SECTION, 60 FEET TO INTERSECT THE MERIDIONAL CENTER LINE OF SECTION 23; THENCE NORTHERLY ALONG SAID MERIDIONAL CENTER LINE, 360 FEET TO THE POINT OF BEGINNING.

ALSO, COMMENCING AT THE SOUTH 1/16 CORNER ON THE MERIDIONAL CENTER LINE OF SECTION 23, TOWNSHIP 8 SOUTH, RANGE 36 E.B.M., THENCE EASTERLY ALONG THE SOUTH 1/16 LINE OF SAID SECTION, 1632 FEET, MORE OR LESS, TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 91-191, SAID POINT BEING MARKED BY A DEPARTMENT OF HIGHWAYS REFERENCE MARKER, THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, 70.0 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTHEASTERLY ALONG SAID RIGHT OF WAY LINE 132.0 FEET, THENCE WESTERLY PARALLEL TO SAID SOUTH 1/16 LINE 120.0 FEET; THENCE NORTHWESTERLY, PARALLEL TO SAID RIGHT OF WAY LINE, 132.0 FEET, THENCE EASTERLY PARALLEL TO SAID SOUTH 1/16 LINE, 120.0 FEET TO THE POINT OF BEGINNING, BANNOCK COUNTY, IDAHO...

Together with the woods, ways, streets, alleys, passages, water courses, waters, rights, liberties, privileges and tenements, hereditaments and appurtenances thereto belonging.

TO HAVE AND TO HOLD the premises herein granted, together with the appurtenances and the right to make additions and improvements thereto, unto the **UNIVERSITY**, its assigns and successors, for its and their own use, benefit, and advantage forever so long as the premises are used for the purposes intended therein.

IN WITNESS WHEREOF, the **TRUST** has duly executed this deed the day and year first above written.

Trust Indenture Book of Idaho N.A.
 Trustee by: *Russell Johnson Sr. Trust Officer*
 Robert E. and Joan O'Neill Trust

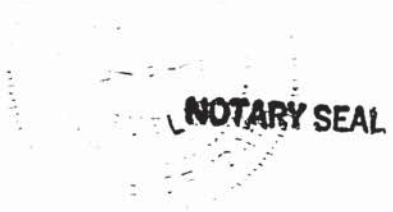
State of Idaho)
) ss.
County of Bannock)

3-3

807108

On this 8 day of December, 1987, before me,
Janice L. Clark, the undersigned, a Notary
Public in and for the State of Idaho, personally
appeared Russell J. Johnson, known to
me to be the Senior Trust Officer of the corporation which is
Trustee of the ROBERT E. AND JOAN O'NEALL TRUST, that executed
the instrument or the person(s) who executed the instrument on
behalf of said corporation, and acknowledged to me that such cor-
poration executed the same, as said Trustee.

In witness whereof, I have hereunto set my hand and affixed my
official seal the day and year in this certificate first above
written.



Janice L. Clark
Notary Public for the State of Idaho
Residing at Boateello, Idaho
My commission expires 6-1-93

807108

NO. 807108
RECORDED AT REQUEST OF

Philip Eastman
'88 JAN 21 A10:20

477
BANNOCK COUNTY, IDAHO
LARRY W. BROWN, CLERK
FEE 9.00 DEPUTY slh

Date 1/23-24/89

4-1
GIFT DEED

89011035

THIS INDENTURE made in the City of Pocatello, Bannock County, this 10TH day of December, 1988.

BETWEEN the **ROBERT E. AND JOAN O'NEALL TRUST** herein called **TRUST** and Idaho State University, a body politic and corporate, Box 8219, Idaho State University, City of Pocatello, State of Idaho, herein called **UNIVERSITY**.

WITNESSETH that the **TRUST** is the owner of the following described real property, and desires to gift the same to the **UNIVERSITY** for the purpose of a nature reserve and nature study center to be used as the focal point of educational activities conducted by the **UNIVERSITY** in teaching, field related activities and independent studies in areas including but not limited to, botany, biology, ecology, geology, mammalogy, ornithology and wildlife and stream management and for the use by the **UNIVERSITY** for outdoor handicapped persons' activities.

The **TRUST** does hereby gift, grant and convey, subject to the conditions and stipulations stated herein, to the **UNIVERSITY** an undivided one-fifth (1/5) interest in that certain plot, piece or parcel of land, including any improvements and or buildings thereon erected, situate, lying and being, described as follows:

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4-2

89011035

USED AS A RIGHT OF WAY FOR THE OREGON SHORT LINE RAILROAD, SOMETIMES KNOWN AS, THE UNION PACIFIC RAILROAD, ALSO RIGHT OF WAY FOR THE PORTNEUF RIVER.

ALSO, EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 8 SOUTH, RANGE 36 E.B.M.

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4-3

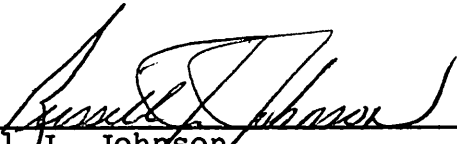
89011035

Together with the woods, ways, streets, alleys, passages, water courses, waters, rights, liberties, privileges and tenements, hereditaments and appurtenances thereto belonging.

TO HAVE AND TO HOLD the premises herein granted, together with the appurtenances and the right to make additions and improvements thereto, unto the UNIVERSITY its assigns and successors, for its and their own use, benefit, and advantage forever so long as the premises are used for the purposes intended therein.

IN WITNESS WHEREOF, the TRUST has duly executed this deed the year first above written.

FIRST INTERSTATE BANK OF IDAHO, N.A.
Trustee for the Robert E. and Joan
O'Neill Trust

By: 
Russell J. Johnson
Senior Trust Officer

STATE OF IDAHO)
County of _____) ss.

On this 6th day of December, 1988, before me, Kelley Wilbanks, the undersigned, a Notary Public in and for the State of Idaho, personally appeared Russell J. Johnson, known to me to be the Senior Trust Officer of the corporation which is Trustee of the ROBERT E. AND JOAN O'NEALL TRUST, that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same, as said Trustee.

4-4

89011035

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



Kelley Wilbank
Notary Public for State of Idaho
Residing at: Pocatello, Idaho
My Commission Expires: 12/18, 1991

NO. 89011035
RECORDER AT REQUEST OF
Idaho State University
'89 SEP 11 P1:58

OFFICIAL RECORD BY NO. 509
LARRY WILSON, DAHO
RECORDER
FEE 0- DEPUTY Nc

2000 1000



Internal Revenue Service

INSTRUCTIONS: ...
REGISTER NO: ...
MORTGAGE NUMBER FOR ...

[Handwritten signature]

GOODS RETURN:
REGISTERED ...
IN ...

INTERNAL

GIFT DEED

THIS INDENTURE made in the City of Pocatello, Bannock County, this 30th day of December, 1989 .

BETWEEN the ROBERT E. AND JOAN O'NEALL TRUST herein called TRUST and Idaho State University, a body politic and corporate, Box 8219, Idaho State University, City of Pocatello, State of Idaho, herein called UNIVERSITY.

WITNESSETH that the TRUST is the owner of the following described real property, and desires to gift the same to the UNIVERSITY for the purpose of a nature reserve and nature study center to be used as the focal point of educational activities conducted by the UNIVERSITY in teaching, field related activities and independent studies in areas including but not limited to, botany, biology, ecology, geology, mammalogy, ornithology and wildlife and stream management and for the use by the UNIVERSITY for outdoor handicapped persons' activities.

The TRUST does hereby gift, grant and convey, subject to the conditions and stipulations stated herein, to the UNIVERSITY an undivided one-fifth (1/5) interest in that certain plot, piece or parcel of land, including any improvements and or buildings thereon erected, situate, lying and being, described as follows:

TAX NO. 8, SITUATE IN SECTION 26, TOWNSHIP 8 SOUTH, RANGE 36 E.B.M., BANNOCK COUNTY, IDAHO, DESCRIBED AS FOLLOWS: ALL THE NE1/4 NW 1/4 SECTION 26, TOWNSHIP 8 SOUTH, RANGE 36 E.B.M., EXCEPT THAT PORTION DEEDED AND

ALSO, COMMENCING AT THE SOUTH 1/16 CORNER ON THE MERIDIONAL CENTER LINE OF SECTION 23, TOWNSHIP 8 SOUTH, RANGE 36 E.B.M., THENCE EASTERLY ALONG THE SOUTH 1/16 LINE OF SAID SECTION, 1632 FEET, MORE OR LESS, TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 91-191, SAID POINT BEING MARKED BY A DEPARTMENT OF HIGHWAYS REFERENCE MARKER, THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, 70.0 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTHEASTERLY ALONG SAID RIGHT OF WAY LINE 132.0 FEET, THENCE WESTERLY PARALLEL TO SAID SOUTH 1/16 LINE 120.0 FEET; THENCE NORTHWESTERLY, PARALLEL TO SAID RIGHT OF WAY LINE, 132.0 FEET, THENCE EASTERLY PARALLEL TO SAID SOUTH 1/16 LINE, 120.0 FEET TO THE POINT OF BEGINNING, BANNOCK COUNTY, IDAHO.

ALSO, BEGINNING AT THE SOUTH 1/16 CORNER ON THE MERIDIONAL CENTER LINE OF SECTION 23, TOWNSHIP 8 SOUTH, RANGE 36 E.B.M., THENCE EASTERLY ALONG THE SOUTH 1/16 LINE OF SAID SECTION, 1632 FEET, MORE OR LESS, TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 91-191, SAID POINT BEING MARKED BY A DEPARTMENT OF HIGHWAYS REFERENCE MARKER, THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE 70 FEET, THENCE WESTERLY PARALLEL TO THE SOUTH 1/16 LINE OF SAID SECTION 120 FEET; THENCE NORTHWESTERLY PARALLEL TO THE SOUTH 1/16 LINE OF SAID SECTION, THENCE SOUTHERLY PARALLEL TO THE MERIDIONAL CENTER LINE OF SAID SECTION, 340 FEET; THENCE WESTERLY PARALLEL TO THE SOUTH 1/16 LINE OF SAID SECTION, 60 FEET TO INTERSECT THE MERIDIONAL CENTER LINE OF SECTION 23; THENCE NORTHERLY ALONG SAID MERIDIONAL CENTER LINE, 360 FEET TO THE POINT OF BEGINNING.

ALSO, EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 8 SOUTH, RANGE 36 E.B.M.

USED AS A RIGHT OF WAY FOR THE OREGON SHORT LINE RAILROAD, SOMETIMES KNOWN AS, THE UNION PACIFIC RAILROAD, ALSO RIGHT OF WAY FOR THE PORTNEUF RIVER.

Together with the woods, ways, streets, alleys, passages, water courses, waters, rights, liberties, privileges and tenements, hereditaments and appurtenances thereto belonging.

TO HAVE AND TO HOLD the premises herein granted, together with the appurtenances and the right to make additions and improvements thereto, unto the UNIVERSITY its assigns and successors, for its and their own use, benefit, and advantage forever so long as the premises are used for the purposes intended therein.

IN WITNESS WHEREOF, the TRUST has duly executed this deed on this 7th day of January, 1991.

FIRST INTERSTATE BANK OF IDAHO, N.A.
trustee for the Robert E. and Joan
O'Neall Trust

By: Donna Pierce
Donna Pierce
AVP, Sr. Trust Officer

STATE OF IDAHO)
County of Ada) ss.

On this 7th day of January, 1991, before me,
A. S. "Bert" Westmark, the undersigned, a Notary Public
in and for the State of Idaho, personally appeared Donna Pierce,
known to me to be the Senior Trust Officer of the corporation which
is Trustee of the ROBERT E. AND JOAN O'NEALL TRUST, that executed
the instrument or the person who executed the instrument on behalf
of said corporation, and acknowledged to me that such corporation
executed the same, as said Trustee.

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

Notary Seal

A. S. Bert Westmark
Notary Public for State of Idaho
Residing at: Boise, Idaho
My Commission Expires: 2-21-91

NO. **91000400**
RECORDED AT _____

First Interstate Bank
'91 JAN 11 A9:09

535.
LARRY W. ...
FEE 9.00 BY CA

TAX NO. 8, SITUATE IN SECTION 26, TOWNSHIP 8 SOUTH,
RANGE 36 E.B.M., BANNOCK COUNTY, IDAHO, DESCRIBED AS
FOLLOWS: ALL THE NE1/4 NW 1/4 SECTION 26, TOWNSHIP 8
SOUTH, RANGE 36 E.B.M., EXCEPT THAT PORTION DEEDED AND

and being, described as follows:

improvements and or buildings thereon erected, situate, lying

certain plot, piece or parcel of land, including any

the UNIVERSITY an undivided one-fifth (1/5) interest in that

subject to the conditions and stipulations stated herein, to

The TRUST does hereby gift, grant and convey,

handicapped persons' activities.

management and for the use by the UNIVERSITY for outdoor

geology, mammalogy, ornithology and wildlife and stream

areas including but not limited to, botany, biology, ecology,

teaching, field related activities and independent studies in

educational activities conducted by the UNIVERSITY in

nature study center to be used as the focal point of

to the UNIVERSITY for the purpose of a nature reserve and

following described real property, and desires to gift the same

WITNESSETH that the TRUST is the owner of the

State of Idaho, herein called UNIVERSITY.

corporate, Box 8219, Idaho State University, City of Pocatello,

called TRUST and Idaho State University, a body politic and

BETWEEN the ROBERT E. AND JOAN O'NEALL TRUST herein

county, this 27th day of December, 1990.

THIS INDENTURE made in the City of Pocatello, Bannock

GIFT DEED

00016712

41-1a1a-0-y
ISU Gift File

31

ALSO, COMMENCING AT THE SOUTH 1/16 CORNER ON THE MERIDIONAL CENTER LINE OF SECTION 23, TOWNSHIP 8 SOUTH, RANGE 36 E.B.M., THENCE EASTERLY ALONG THE SOUTH 1/16 LINE OF SAID SECTION, 1632 FEET, MORE OR LESS, TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 91-191, SAID POINT BEING MARKED BY A DEPARTMENT OF HIGHWAYS REFERENCE MARKER, THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, 70.0 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTHEASTERLY ALONG SAID RIGHT OF WAY LINE 132.0 FEET, THENCE WESTERLY PARALLEL TO SAID SOUTH 1/16 LINE 120.0 FEET; THENCE NORTHWESTERLY, PARALLEL TO SAID RIGHT OF WAY LINE, 132.0 FEET, THENCE EASTERLY TO SAID SOUTH 1/16 LINE, 120.0 FEET TO THE POINT OF BEGINNING, BANNOCK COUNTY, IDAHO.

ALSO, BEGINNING AT THE SOUTH 1/16 CORNER ON THE MERIDIONAL CENTER LINE OF SECTION 23, TOWNSHIP 8 SOUTH, RANGE 36 E.B.M., THENCE EASTERLY ALONG THE SOUTH 1/16 LINE OF SAID SECTION, 1632 FEET, MORE OR LESS, TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 91-191, SAID POINT BEING MARKED BY A DEPARTMENT OF HIGHWAYS REFERENCE MARKER, THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE 70 FEET, THENCE WESTERLY PARALLEL TO THE SOUTH 1/16 LINE OF SAID SECTION 120 FEET; THENCE EASTERLY FROM THE SOUTH 1/16 CORNER ON THE MERIDIONAL CENTER LINE OF SAID SECTION, THENCE SOUTHERLY PARALLEL TO THE MERIDIONAL CENTER LINE OF SAID SECTION, 340 FEET; THENCE WESTERLY PARALLEL TO THE SOUTH 1/16 LINE OF SAID SECTION, 60 FEET TO INTERSECT THE MERIDIONAL CENTER LINE OF SECTION 23; THENCE NORTHERLY ALONG SAID MERIDIONAL CENTER LINE, 360 FEET TO THE POINT OF BEGINNING.

USED AS A RIGHT OF WAY FOR THE OREGON SHORT LINE RAILROAD, SOMETIMES KNOWN AS, THE UNION PACIFIC RAILROAD, ALSO RIGHT OF WAY FOR THE PORTNEUF RIVER. ALSO, EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 8 SOUTH, RANGE 36 E.B.M.

Together with the woods, ways, streets, alleys, passages, water courses, waters, rights, liberties, privileges and tenements, hereditaments and appurtenances thereto belonging.

TO HAVE AND TO HOLD the premises herein granted, together with the appurtenances and the right to make additions and improvements thereto, unto the UNIVERSITY its assigns and successors, for its and their own use, benefit, and advantage forever so long as the premises are used for the purposes intended therein.

IN WITNESS WHEREOF, the TRUST has duly executed this deed the year first above written.

FIRST INTERSTATE BANK OF IDAHO, N.A.
trustee for the Robert E. and Joan
O'Neall Trust

By: Donna Pierce
Donna Pierce
AVP, Sr. Trust Officer

STATE OF IDAHO)
County of Ada) ss.

On this 28th day of December, 1990, before me,
A. S. Bent Westmark, the undersigned, a Notary Public
in and for the State of Idaho, personally appeared Donna Pierce,
known to me to be the Senior Trust Officer of the corporation which
is Trustee of the ROBERT E. AND JOAN O'NEALL TRUST, that executed
the instrument or the person who executed the instrument on behalf
of said corporation, and acknowledged to me that such corporation
executed the same, as said Trustee.

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

Notary Seal

A. S. Bent Westmark
Notary Public for State of Idaho

92013175

31

GIFT DEED

THIS INDENTURE made in the City of Pocatello, Bannock County, this 30th day of December, 1991.

BETWEEN THE ROBERT E. AND JOAN O'NEALL TRUST herein called TRUST and Idaho State University, a body politic and corporate, Box 8219, Idaho State University, City of Pocatello, State of Idaho, herein called UNIVERSITY.

WITNESSETH that the TRUST is the owner of the following described real property, and desires to gift the same to the UNIVERSITY for the purpose of a nature reserve and nature study center to be used as the focal point of educational activities conducted by the UNIVERSITY in teaching, field related activities and independent studies in areas including but not limited to, botany, biology, ecology, geology, mammalogy, ornithology and wildlife and stream management and for the use by the UNIVERSITY for outdoor handicapped persons' activities.

The TRUST does hereby gift, grant and convey, subject to the conditions and stipulations stated herein, to the UNIVERSITY an undivided FINAL one-fifth (1/5) interest in that certain plot, piece or parcel of land, including any improvements and or buildings thereon erected, situate, lying and being, described as follows:

TAX NO. 8, SITUATE IN SECTION 26, TOWNSHIP 8 SOUTH, RANGE 36 E.B.M., BANNOCK COUNTY, IDAHO, DESCRIBED AS FOLLOWS: ALL THE NE1/4 NW 1/4 SECTION 26, TOWNSHIP 8 SOUTH, RANGE 36 E.B.M., EXCEPT THAT PORTION DEEDED AND

NO. **92013175**
RECORDER AT REQUEST OF
First Interstate Bank
'92 AUG 28 A8:48

OFFICIAL RECORD NO. 570
BANK OF IDAHO
LARRY W. BROWN, CLERK
FEE 9.00 DEPUTY ps ck

ALSO, EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 8 SOUTH, RANGE 36 E.B.M.

USED AS A RIGHT OF WAY FOR THE OREGON SHORT LINE RAILROAD, SOMETIMES KNOWN AS, THE UNION PACIFIC RAILROAD, ALSO RIGHT OF WAY FOR THE PORTNEUF RIVER.

3 2

ALSO, BEGINNING AT THE SOUTH 1/16 CORNER ON THE MERIDIONAL CENTER LINE OF SECTION 23, TOWNSHIP 8 SOUTH, RANGE 36 E.B.M., THENCE EASTERLY ALONG THE SOUTH 1/16 LINE OF SAID SECTION 1632 FEET, MORE OR LESS, TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 91-191, SAID POINT BEING MARKED BY A DEPARTMENT OF HIGHWAYS REFERENCE MARKER, THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE 70 FEET, THENCE WESTERLY PARALLEL TO THE SOUTH 1/16 LINE OF SAID SECTION 120 FEET, THENCE NORTHWESTERLY PARALLEL TO AFOREMENTIONED SOUTHWESTERLY HIGHWAY RIGHT OF WAY LINE, 48 FEET, MORE OR LESS, TO A POINT THAT IS 20 FEET AT RIGHT ANGLES SOUTHERLY FROM THE SOUTH 1/16 LINE OF SAID SECTION, THENCE WESTERLY PARALLEL TO SAID SOUTH 1/16 LINE, 1465 FEET, MORE OR LESS, TO A POINT THAT IS 20 FEET SOUTHERLY AND 60 FEET EASTERLY FROM THE SOUTH 1/16 CORNER ON THE MERIDIONAL CENTER LINE OF SAID SECTION, THENCE SOUTHERLY PARALLEL TO THE MERIDIONAL CENTER LINE OF SAID SECTION, 340 FEET, THENCE WESTERLY PARALLEL TO THE SOUTH 1/16 LINE OF SAID SECTION, 60 FEET TO INTERSECT THE MERIDIONAL CENTER LINE OF SECTION 23; THENCE NORTHERLY ALONG SAID MERIDIONAL CENTER LINE, 360 FEET TO THE POINT OF BEGINNING.

ALSO, COMMENCING AT THE SOUTH 1/16 CORNER ON THE MERIDIONAL CENTER LINE OF SECTION 23, TOWNSHIP 8 SOUTH, RANGE 36 E.B.M., THENCE EASTERLY ALONG THE SOUTH 1/16 LINE OF SAID SECTION, 1632 FEET, MORE OR LESS, TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 91-191, SAID POINT BEING MARKED BY A DEPARTMENT OF HIGHWAYS REFERENCE MARKER, THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, 70.0 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTHEASTERLY ALONG SAID RIGHT OF WAY LINE 132.0 FEET, THENCE WESTERLY PARALLEL TO SAID SOUTH 1/16 LINE 120.0 FEET, THENCE NORTHWESTERLY, PARALLEL TO SAID RIGHT OF WAY LINE, 132.0 FEET, THENCE EASTERLY TO SAID RIGHT OF WAY LINE, 120.0 FEET TO THE POINT OF BEGINNING, BANNOCK COUNTY, IDAHO.

3-3

Together with the woods, ways, streets, alleys, passages, water courses, waters, rights, liberties, privileges and tenements, hereditaments and appurtenances thereto belonging.

TO HAVE AND TO HOLD the premises herein granted, together with the appurtenances and the right to make additions and improvements thereto, unto the UNIVERSITY, its assigns and successors, for its and their own use, benefit, and advantage forever so long as the premises are used for the purposes intended therein.

IN WITNESS WHEREOF, the TRUST has duly executed this deed the year first above written.

FIRST INTERSTATE BANK OF IDAHO, N.A.
trustee for the Robert E. and Joan
O'Neill Trust

By: [Signature]
Robert LeRoy
Vice President and Area Manager

STATE OF IDAHO)
County of Ada) ss

On this 25th day of August, 1992, before me, Robynlee Watkins, the undersigned, a Notary Public in and for the State of Idaho, personally appeared Robert LeRoy, known to me to be the Vice President and Area Manager of the corporation which is Trustee of the ROBERT E. AND JOAN O'NEALL TRUST, that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same, as said Trustee.

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

[Signature]
Notary Public for State of Idaho
Residing at: Boise
My Commission Expires: 7-1-94

NOTARY SEAL

BANNOCK COUNTY
OFFICE OF PLANNING AND DEVELOPMENT SERVICES
5500 South Fifth Avenue • Pocatello, ID 83204
(208) 236-7230

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT THE BANNOCK COUNTY PLANNING AND DEVELOPMENT COUNCIL will conduct a public hearing and deliberation on June 20, 2018 at 4:00 P.M. in Room 212, Bannock County Courthouse, 624 E Center St, Pocatello, ID. Pursuant to Idaho Code §67-6516 and Bannock County Zoning Ordinance §540.2, you are hereby provided notice of the following item which will be considered for public hearing:

VARIANCE FROM 316 TABLE OF BUILDING BULK AND PLACEMENT STANDARDS – In accordance with §540 of the zoning ordinance, applicant Brian White, requests approval to decrease the lot size on a 11.02 acre parcel on S. Old Hwy 91 located in Section 23, Township 8 South, Range 36 East of the Boise Meridian on tax parcel #4057022201. The parcel is located in the Agricultural district. The procedures and standards for evaluating a variance petition are found in §540 of the bannock county zoning ordinance; approval or denial of this request shall be in accordance with standards prescribed therein. Type of action: Decision.

Figure 1: Vicinity Map



VARIANCE INFORMATION:

540.1 PURPOSE: A variance shall not be considered a right but may be granted to an applicant upon a showing of undue hardship related to physical characteristics of the site, and then only if the proposal is not in conflict with the public interest.

540.4 STANDARDS: The Planning and Development Council may grant a variance if it makes affirmative findings of fact on each of the following standards:

1. The applicant has shown that there is no reasonable alternative.
2. The variance is not in conflict with the public interest.
3. The variance will not adversely affect adjacent property.
4. If the variance is not granted, the applicant will suffer undue hardship caused by the physical characteristics of the site.

GENERAL INFORMATION:

A complete description of each item will be available to the public on request at the Office of Planning and Development Services and on the department's website (<http://www.bannockcountyplanning.us>) by June 5, 2018. Staff reports will be available to the public at the Office of Planning and Development Services and the department's website on June 13, 2018. Any and all persons may register comments, protests, or agreements on the hearing subjects being considered. Oral testimony concerning these proposals may be offered at the public hearing. Council may limit oral testimony to three (3) minutes. Written testimony of fewer than two (2) pages may be submitted up to the time of or at the hearing; other written testimony must be received by the PLANNING AND DEVELOPMENT SERVICES OFFICE, 5500 South Fifth Avenue, Pocatello, Idaho 83204 no later than June 12, 2018 at 12 PM (noon). Written testimony may also be sent to zoning@bannockcounty.us. **The Council can only consider testimony relating to the above standards in their findings.** All submitted testimony shall be considered public record. Discriminatory testimony shall not be permitted. Oral testimony must comply with standards established in §560.6 of the Bannock County Zoning Ordinance. Written testimony must comply with standards established in §560.7 of the Zoning Ordinance.

BANNOCK COUNTY COMPLIES WITH REQUIREMENTS OF THE AMERICANS WITH DISABILITY ACT. IF YOU NEED SPECIAL ASSISTANCE, PLEASE CALL 208-236-7230 TO REQUEST ACCOMMODATION.

Jeremy Welch, Planning Director/County Engineer
jeremyw@bannockcounty.us

Notice to 1) Adjacent property owners of record, 2) utilities, 3) affected agencies/political subdivisions, 3) posted on-site, 4) posted in dept. foyer, 5) posted in courthouse, 6) posted on website