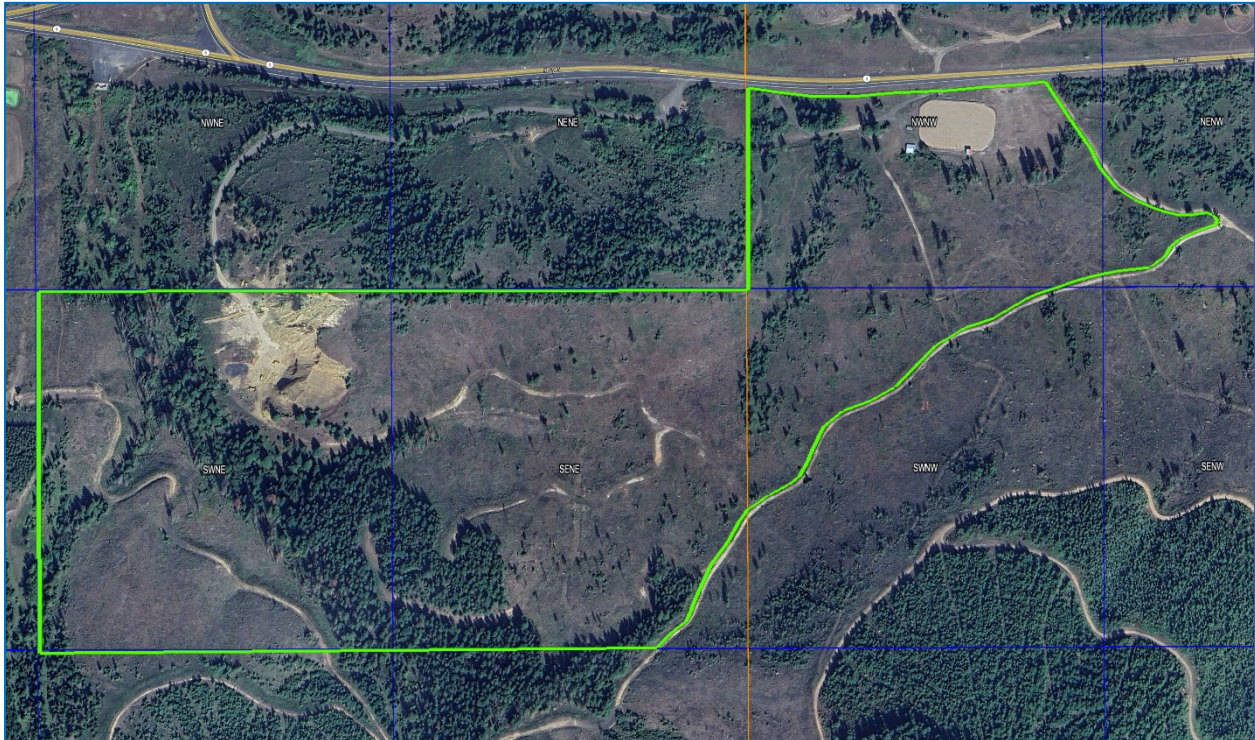


**IDL RFSOQ (REQUEST FOR STATEMENT OF QUALIFICATIONS)
24-400 - SANTA SR 3 BOUNDARY SURVEY**

**LAND SURVEYING INSTRUCTIONS/SCOPE OF WORK (SOW)
IDAHO DEPARTMENT OF LANDS
REAL ESTATE SERVICES BUREAU
“Santa SR 3 State Parcel Boundary Survey”**

LOCATION: About 1½ miles west of Santa, Idaho.

PURPOSE: To define and calculate the acreage for a proposed land exchange between IDL and Benewah County, known as “Santa SR 3”. The Contractor shall provide the Department of Lands (IDL) with a record of survey for the boundary survey of the SWNE and a portion of the SENE of Section 20, Township 44N, Range 01W, Boise Meridian, Santa, Idaho and portions of NWNW and the SWNW of Section 21, Township 44N, Range 01W, Boise Meridian, Santa, Idaho **north of the unnamed existing road (herein referred to as Road ES4613)** as represented in the exhibit below in green. The purpose is to except out the entire ES4613 road prism to the south and State Highway Road 3 right-of-way to the north as indicated. PotlatchDeltic has a surface easement on this unnamed road (ES 4613), and IDL does not want to compromise this easement as part of the exchange.



Contractor and/or his assigns shall complete a Record of Survey for the Boundary Survey of the project area referenced above (in green) in accordance with all applicable governing laws of the State of Idaho and the standard requirements pertaining to Boundary Surveys as referenced to by the American Congress on Surveying and Mapping (ACSM).

CONTRACTOR QUALIFICATIONS: The Contractor shall be a licensed Surveyor in the State of Idaho in accordance with Title 54, Chapter 12 of the Idaho Code – Engineers and Surveyors and shall have experience surveying land similar in location and topography to the subject property.

CONTRACTOR RESPONSIBILITIES: The Contractor shall perform a Boundary Survey to meet the precision of accuracy required by Idaho Code and ACSM Standards as previously stated and referenced above. This includes but is not limited to, the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, field work, and other services provided or called for

as may be specified within this contract.

Without additional compensation, the Contractor shall correct or revise any errors or deficiencies in the designs, drawings, specifications, field work and/or other services as specified herein as may be deemed necessary to meet the requirements as stated herein as a part of said contract.

The Contractor will furnish all labor, equipment, instruments, tools, supervision, transportation, material, and incidentals to satisfactorily complete said contract within the time frames specified and stated herein.

DELIVERABLES: Upon completion of the project, Contractor will provide the State with the following items which pertain to said Boundary Survey:

1. Stamped and signed record of survey for a boundary Survey.
2. Stamped and signed legal description.
3. Provide acreage of boundary to one hundredth of an acre.
4. One copy of the survey notes
5. The survey control shall meet state statute requirements.
6. A full-size PDF of Record of Survey copy for review of the Boundary Survey prior to stamping.

PERIOD OF PERFORMANCE: Contractor shall commence work upon receipt of the IDL counter-signed copy of the Contract, Notice to Proceed (NTP) and upon completion of a pre-work conference with the IDL Contracting Officer's Representative (COR).

Pre-Work Meeting	1-3 days from NTP
Draft Record of Survey (ROS)	40 calendar days
IDL Review of Draft Survey	1 -3 days
Final Record of Survey	< 7 days from IDL Review

I. CLIENT

The Idaho Department of Lands ("IDL"), acting for and on behalf of the State Board of Land Commissioners and Benewah County.

II. PREWORK MEETING

This will include a pre-work meeting (conference call or in person). Contact Kevin Graham, IDL Appraiser before survey work begins. kgraham@idl.idaho.gov (208) 334-0230.

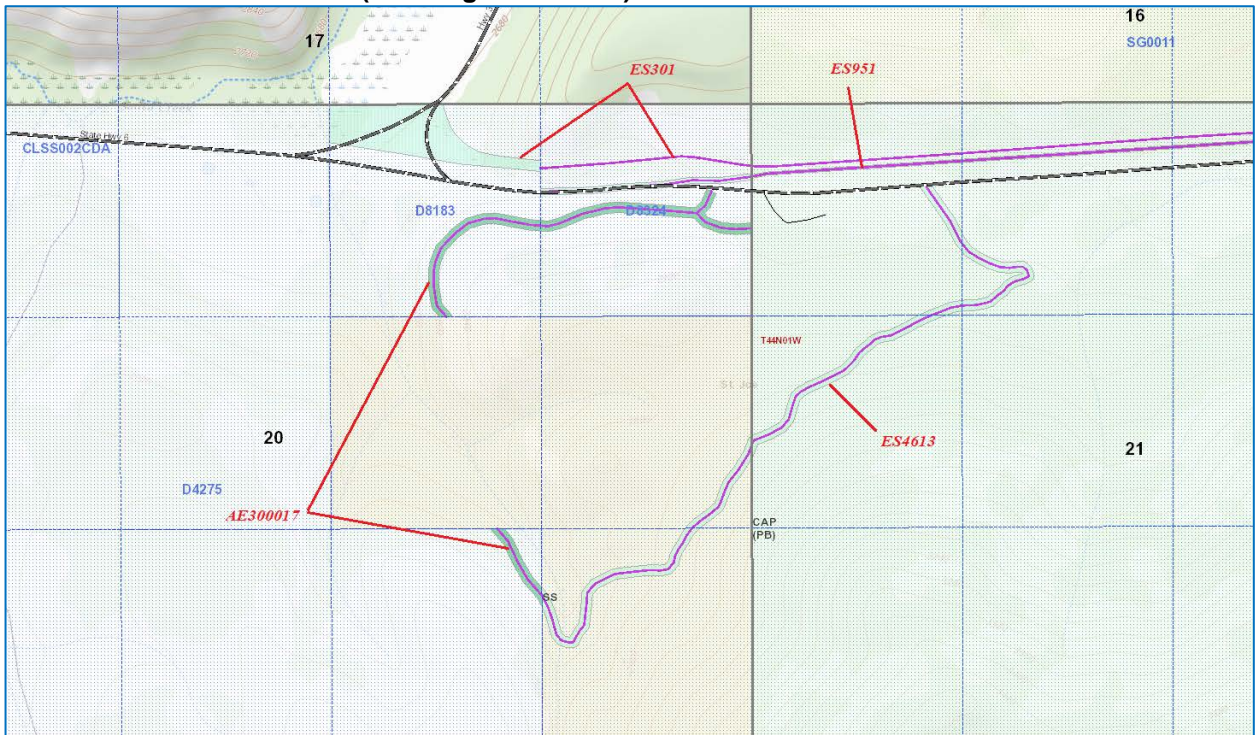
III. BOUNDARY SURVEY

- a. Determine physical monumentation through plats, recorded deeds, and/or field research, measurements, and computations to establish boundary lines.
- b. Only property boundary survey and legal descriptions are required (Survey a metes and bounds).
- c. Locate existing and proposed easement lines and highway/road/street right-of-ways.
- d. Locate centerline of **Road ES4613** and offset 30 feet road buffer to the north for survey boundary lines (the total road width for **Road ES4613** will be 60 feet).
- e. Determine the acreage to a hundredth of an acre (or standard/typical surveying calculations).

IV. LIST OF INFORMATION TO BE PROVIDED

Title commitment & Easements: (ES4613, AE300017, ES301, ES950, ES951
ES4613)

V. IDL LAND RECORDS EXHIBIT (showing easements)





ORT Form 4694 6/06 Rev. 8-1-16

ALTA COMMITMENT FOR TITLE INSURANCE

Issued By

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

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

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

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company

400 Second Avenue South, Minneapolis, Minnesota 55401

(612) 371-1111

By  *C. Monroe* President
Attest  *David Wald* Secretary

**Issued through the office of:
Flying S Title and Escrow of Idaho,
Inc.
831 Main Avenue St. Maries, ID
83861
(208)245-3664**



Authorized Signature

If this jacket was created electronically, it constitutes an original document.

This page is only a part of a 2016 ALTA ® Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.

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

File No. 1093030-SM	Page 1 of 9	ALTA Commitment for Title Insurance (8-1-16)
IDL RFSOQ 24 400	4 of 54	SANTA SR 3 BOUNDARY SURVEY

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

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

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

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

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I – Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II – Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.

This page is only a part of a 2016 ALTA ® Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.

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

(g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

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

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

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

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

9. ARBITRATION

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

This page is only a part of a 2016 ALTA ® Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.

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

ALTA Commitment for Title Insurance

Issued By

Old Republic National Title Insurance Company**Transaction Identification Data for reference only:**

Issuing Agent and Office: Flying S Title and Escrow of Idaho, Inc., 831 Main Avenue, St. Maries, ID 83861
(208)245-3664

Issuing Office's ALTA ® Registry ID: 0000871

Loan ID No.:

Issuing Office Commitment/File No.: 1093030-SM

Property Address: NNA, , ID

Revision No.:

SCHEDULE A

1. Commitment Date: **April 21, 2023 at 7:30 A.M.**
2. Policy to be issued: Premium Amount reflects applicable rate
 - (a) ☒ 2006 ALTA ® Standard Owner's Policy
 Proposed Insured: **Benewah County**
 Proposed Policy Amount: **\$TBD** Premium Amount \$ **TBD**
 Endorsements: \$
 - (b) ☐ 2006 ALTA ® Loan Policy
 Proposed Insured:
 Proposed Policy Amount: **\$0.00** Premium Amount \$
 Endorsements: \$
 - (c) ☐ ALTA ® Policy
 Proposed Insured:
 Proposed Policy Amount: \$ Premium Amount \$
 Endorsements: \$
3. The estate or interest in the Land described or referred to in this Commitment is fee simple.
4. The Title is, at the Commitment Date, vested in:
The State Board of Land Commissioners, whose administrative agency is the Idaho Department of Lands

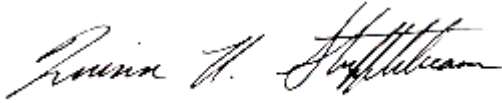
This page is only a part of a 2016 ALTA ® Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.

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

5. The Land is described as follows:

THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER IN SECTION 20, TOWNSHIP 44 NORTH, RANGE 1 WEST, BOISE MERIDIAN, BENEWAH COUNTY, IDAHO.



By:

Authorized Countersignature

(This Schedule A valid only when Schedule B is attached.)

This page is only a part of a 2016 ALTA ® Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.

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

File No. 1093030-SM	Page 5 of 9	ALTA Commitment for Title Insurance (8-1-16)
---------------------	-------------	--

ALTA Commitment for Title Insurance

Issued By

Old Republic National Title Insurance Company

SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. If any document in the completion of this transaction is to be executed by an attorney-in-fact, the Power of Attorney must be submitted for review prior to closing.
6. Idaho Code §31-3504 permits the state or counties that provide indigent medical assistance to a lien upon real property of the person provided assistance. We require the attached affidavit to be completed prior to recording to eliminate an exception to such lien.
7. This commitment was prepared based upon an application for a policy of title insurance that identified land by street address or assessor's parcel number only. We require the applicant determine whether the land referred to herein is in fact the land that is to be described in the policy or policies to be issued.

This page is only a part of a 2016 ALTA ® Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.

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

File No. 1093030-SM	Page 6 of 9	ALTA Commitment for Title Insurance (8-1-16)
---------------------	-------------	--

ALTA Commitment for Title Insurance

Issued By

Old Republic National Title Insurance Company

SCHEDULE B, PART II **Exceptions**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

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

1. Taxes or 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.
2. Any facts, rights, interests, or claims which are not shown by the Public Records but which could be ascertained by an inspection of said Land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in 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. Any liens, or rights to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the Public Records.
7. Any right, title, or interest of the Public, County, or Highway District to roads or highways on the premises whether or not shown by the public records.
8. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.

This page is only a part of a 2016 ALTA ® Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.

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

File No. 1093030-SM	Page 7 of 9	ALTA Commitment for Title Insurance (8-1-16)
IDL RFSOQ 24 400	10 of 54	SANTA SR 3 BOUNDARY SURVEY

9. 2023 taxes are an accruing lien, not yet due and payable until the fourth Monday in November of the current year. The first one-half is not delinquent until after December 20 of the current year, the second one-half is not delinquent until after June 20 of the following year.

Taxes which may be assessed and entered on the property roll for 2022 with respect to new improvements and first occupancy, which may be included on the regular property, which are an accruing lien, not yet due and payable.

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

Year	Original Amount	Amount Paid	Parcel Number
2022	\$0	\$0	RP44N01W201800

Homeowners Exemption is not in effect for 2022.

Circuit breaker is not in effect for 2022.

Agricultural Exemption is not in effect for 2022.

Affects: Parent Parcel

10. Provisions in deed to Blackwell Lumber Company, a corporation, recorded August 17, 1911, in Book 9 of Deeds, page 173.
11. Provisions in deed to Blackwell Lumber Company, a corporation, recorded August 17, 1911, in Book 9 of Deeds, page 176.
12. Provisions in deed to Blackwell Lumber Company, a corporation, recorded August 17, 1911, in Book 9 of Deeds, page 179.
13. Document Number 54742, Mining Location, recorded August 10, 1940 in Book 3 of Mining Locations, Page 588.
14. Document Number 54743, Mining Location, recorded August 10, 1940 in Book 3 of Mining Locations, Page 589.
15. Easement Agreement upon the terms, conditions and provisions contained therein:
Parties: Idaho Forest Industries, Inc., a private corporation, and the State of Idaho, acting by and through the State Board of Land Commissioners
Recorded: June 18, 1976, Instrument No. 135133
16. Reservations in United States Patent.
17. Lack of a right of access to and from said land.

This page is only a part of a 2016 ALTA ® Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.

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

INFORMATIONAL NOTES

This page is only a part of a 2016 ALTA ® Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.

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



ORT Form 4694 6/06 Rev. 8-1-16

ALTA COMMITMENT FOR TITLE INSURANCE

Issued By

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

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

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

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company

400 Second Avenue South, Minneapolis, Minnesota 55401

(612) 371-1111

By  *C. Monroe* President
Attest  *David Wald* Secretary

**Issued through the office of:
Flying S Title and Escrow of Idaho,
Inc.
831 Main Avenue St. Maries, ID
83861
(208)245-3664**



Authorized Signature

If this jacket was created electronically, it constitutes an original document.

This page is only a part of a 2016 ALTA ® Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.

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

File No. 1093033-SM	Page 1 of 9	ALTA Commitment for Title Insurance (8-1-16)
IDL RFSOQ 24 400	13 of 54	SANTA SR 3 BOUNDARY SURVEY

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

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

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

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

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I – Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II – Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.

This page is only a part of a 2016 ALTA ® Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.

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

(g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

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

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

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

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

9. ARBITRATION

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

This page is only a part of a 2016 ALTA ® Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.

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

ALTA Commitment for Title Insurance

Issued By

Old Republic National Title Insurance Company**Transaction Identification Data for reference only:**

Issuing Agent and Office: Flying S Title and Escrow of Idaho, Inc., 831 Main Avenue, St. Maries, ID 83861
(208)245-3664

Issuing Office's ALTA ® Registry ID: 0000871

Loan ID No.:

Issuing Office Commitment/File No.: 1093033-SM

Property Address: NNA, , ID

Revision No.: 1

SCHEDULE A

1. Commitment Date: **April 21, 2023 at 7:30 A.M.**
2. Policy to be issued: Premium Amount reflects applicable rate
 - (a) ☒ 2006 ALTA ® Standard Owner's Policy
 Proposed Insured: **Benewah County**
 Proposed Policy Amount: **\$TBD** Premium Amount \$ **TBD**
 Endorsements: \$
 - (b) ☐ 2006 ALTA ® Loan Policy
 Proposed Insured:
 Proposed Policy Amount: **\$0.00** Premium Amount \$
 Endorsements: \$
 - (c) ☐ ALTA ® Policy
 Proposed Insured:
 Proposed Policy Amount: \$ Premium Amount \$
 Endorsements: \$
3. The estate or interest in the Land described or referred to in this Commitment is fee simple.
4. The Title is, at the Commitment Date, vested in:
The State Board of Land Commissioners, whose administrative agency is the Idaho Department of Lands

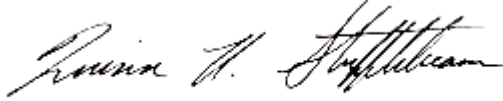
This page is only a part of a 2016 ALTA ® Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.

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

5. The Land is described as follows:

**THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER SOUTH OF STATE HIGHWAY 3;
AND THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER IN
SECTION 21, TOWNSHIP 44 NORTH, RANGE 1 WEST, BOISE MERIDIAN, BENEWAH COUNTY,
IDAHO.**



By:

Authorized Countersignature

(This Schedule A valid only when Schedule B is attached.)

This page is only a part of a 2016 ALTA © Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.

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

File No. 1093033-SM	Page 5 of 9	ALTA Commitment for Title Insurance (8-1-16)
---------------------	-------------	--

ALTA Commitment for Title Insurance

Issued By

Old Republic National Title Insurance Company

SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. If any document in the completion of this transaction is to be executed by an attorney-in-fact, the Power of Attorney must be submitted for review prior to closing.
6. Idaho Code §31-3504 permits the state or counties that provide indigent medical assistance to a lien upon real property of the person provided assistance. We require the attached affidavit to be completed prior to recording to eliminate an exception to such lien.
7. This commitment was prepared based upon an application for a policy of title insurance that identified land by street address or assessor's parcel number only. We require the applicant determine whether the land referred to herein is in fact the land that is to be described in the policy or policies to be issued.

This page is only a part of a 2016 ALTA ® Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.

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

File No. 1093033-SM	Page 6 of 9	ALTA Commitment for Title Insurance (8-1-16)
---------------------	-------------	--

ALTA Commitment for Title Insurance

Issued By

Old Republic National Title Insurance Company

SCHEDULE B, PART II Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

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

1. Taxes or 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.
2. Any facts, rights, interests, or claims which are not shown by the Public Records but which could be ascertained by an inspection of said Land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in 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. Any liens, or rights to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the Public Records.
7. Any right, title, or interest of the Public, County, or Highway District to roads or highways on the premises whether or not shown by the public records.
8. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.

This page is only a part of a 2016 ALTA ® Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.

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

9. 2023 taxes are an accruing lien, not yet due and payable until the fourth Monday in November of the current year. The first one-half is not delinquent until after December 20 of the current year, the second one-half is not delinquent until after June 20 of the following year.

Taxes which may be assessed and entered on the property roll for 2022 with respect to new improvements and first occupancy, which may be included on the regular property, which are an accruing lien, not yet due and payable.

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

Year	Original Amount	Amount Paid	Parcel Number
2022	\$0	\$0	RP44N01W214800

Homeowners Exemption is not in effect for 2022.

Circuit breaker is not in effect for 2022.

Agricultural Exemption is not in effect for 2022.

Affects: Parent Parcel

10. Mining Location Notice recorded June 23, 1902 in Book 2 of Mining Locations, Page 398.
11. Provisions in deed to Blackwell Lumber Company, a corporation, recorded August 17, 1911, in Book 9 of Deeds, page 173.
12. Provisions in deed to Blackwell Lumber Company, a corporation, recorded August 17, 1911, in Book 9 of Deeds, page 176.
13. Provisions in deed to Blackwell Lumber Company, a corporation, recorded August 17, 1911, in Book 9 of Deeds, page 179.
14. Easement granted to Clearwater Power Company, recorded January 11, 1983, in Book 154 of Deeds, page 5239.
15. Reservations in United States Patent.

This page is only a part of a 2016 ALTA ® Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.

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

INFORMATIONAL NOTES

This page is only a part of a 2016 ALTA ® Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.

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

✓
12-31-30
HAR

E A S E M E N T

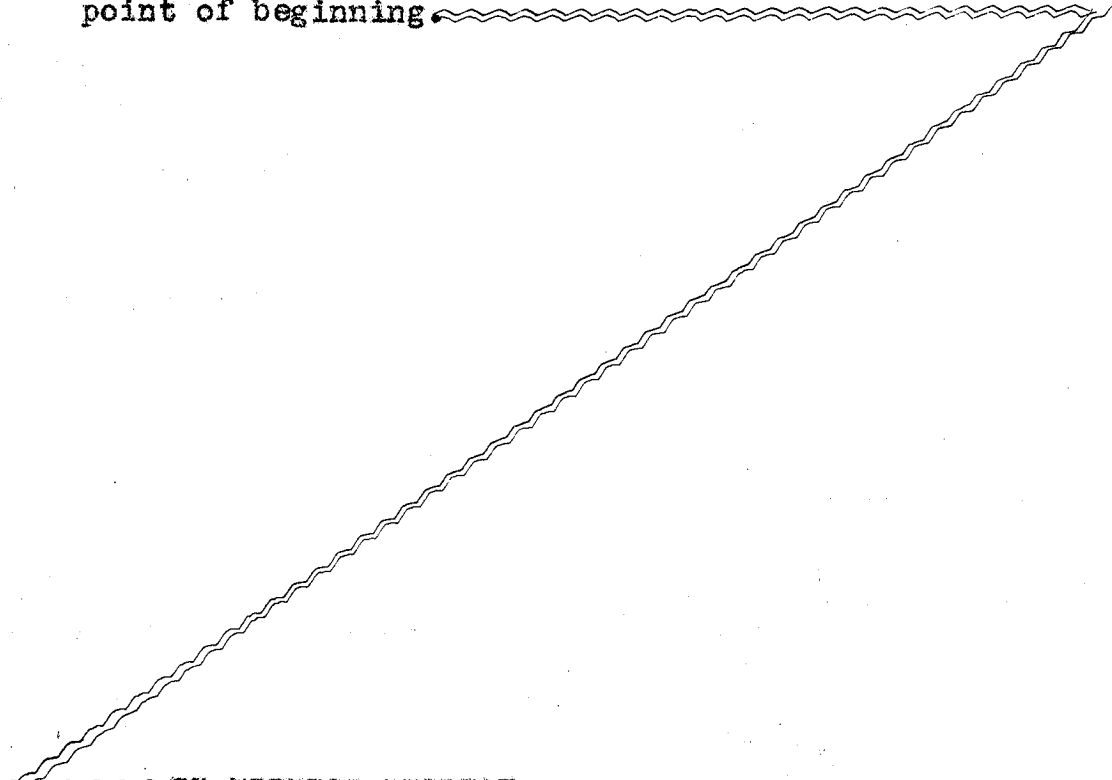
THIS EASEMENT, executed the 14th day of November, 1930, by and between Clyde E. Green and Josephine Green, his wife, of Emida, Idaho, and the State of Idaho, acting through the State Board of Land Commissioners, as parties of the first part, and the Scenic Better-Roads Highway District, of Benewah County, Idaho, as party of the second part;

WITNESSETH: That for and in consideration of the sum of One Hundred and no/100 Dollars (\$100.00), lawful money of the United States, the receipt whereof is hereby acknowledged, the parties of the first part do hereby convey and grant an easement unto the Scenic Better-Roads Highway District, its successors or assigns, for highway purposes, over the following described land, to-wit:

The following described strip or parcel of land in the Northwest Quarter of the Northeast Quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 20, Township 44 North, Range 1 W. B. M., containing 6.35 acres, described as follows, to-wit:

Beginning at the North Quarter corner of Section 20, Township 44 North, Range 1 W. B. M.; thence South along the West line of the Northwest Quarter of the Northeast Quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$) of said Section 20, 273 feet to a point on the Southwesterly right of way line of the Elk River (SAP 143) Highway Survey; thence South-easterly along said Southwesterly right of way line as

follows: thence Southeasterly 12 feet along a curve right of 2825 foot radius to a point on tangent; thence South $80^{\circ}19'$ East, 830.3 feet to a point of deflection; thence South $83^{\circ}06'$, 335.5 feet to a point of curvature; thence Southeasterly 167 feet along a curve left of 1186 foot radius to a point on the East line of said Northwest Quarter of the Northeast Quarter ($NW\frac{1}{4}NE\frac{1}{4}$) of Section 20; thence North 80 feet to a point on the Northeasterly right of way line of said Highway Survey; thence Northwesterly along said Northeasterly right of way line as follows: thence Northwesterly 166 feet along a curve right of 1106 foot radius to a point on tangent; thence North $83^{\circ}06'$ West, 335.5 feet to a point of curvature; thence 486.0 feet along a curve right of 278.3 foot radius to a point on the North line of said Section 20; thence West 622 feet to the point of beginning.



IN WITNESS WHEREOF, the said Clyde E. Green and Josephine Green, his wife, have hereunto set their hands, and

the State Board of Land Commissioners of the State of Idaho has caused these presents to be executed by its president, the Governor of the State of Idaho, and countersigned by the Secretary of State and the State Land Commissioner, on the 26th day of November, A. D., 1930.

Blyde E. Green

Josephine Green

STATE BOARD OF LAND COMMISSIONERS

By H. C. Baldridge
Governor

Countersigned:

Fred E. Lamm
Secretary of State.

J. B. Marsh
State Land Commissioner.

STATE OF IDAHO

County of Blaine ss.

On this 26th day of Nov,
1930, before me, Robert M. Sargent
a Notary Public, personally appeared
Clyde E. Green and Josephine Green, his
wife, known to me to be the persons
whose names are subscribed to the within
instrument, and acknowledged to me that
they executed the same.

IN WITNESS WHEREOF, I have
hereunto set my hand and affixed my
official seal this 26th day of Nov,
1930.

Robert M. Sargent
Notary Public for the State of
Idaho, residing at

STATE OF IDAHO)
 (ss.
County of Ada)

On this 12th day of December,
1930, before me, a Notary Public, personally
appeared Honorable H. C. Baldrige, Governor
of the State of Idaho, Fred E. Lukens, Sec-
retary of State, and I. H. Nash, State Land
Commissioner of the State of Idaho, known
to me to be the persons whose names are sub-
scribed to the within instrument, and acknowl-
edged to me that they executed the same on behalf
of the State of Idaho, acting through the State
Board of Land Commissioners.

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

Jeannie L. Anderson
Notary Public for the State of
Idaho, residing at Boise, Idaho

Instrument # 286138

BENEWAH COUNTY

2-18-2020 09:57:37 AM No. of Pages: 6

Recorded for : IDAHO DEPARTMENT OF LAND

DEANNA BRAMBLETT

Fee: 0.00

Ex-Officio Recorder Deputy

Index to: EASEMENTS



300 N. 6th St., Suite 103
PO Box 83720
Boise, Idaho 83720-0050
Phone (208) 334-0200 Fax (208) 334-3698

ACQUIRED ROAD EASEMENT

STATE OF IDAHO

ACQUIRED EASEMENT NO. AE300017

THIS EASEMENT ("Easement") is made and entered into this 6th day of February, 2020, by and between **NORMAN L. McCALL**, a single man, whose mailing address is 89421 Highway 3 North, Saint Maries, Idaho 83861-9469, and **HARRIETT M. McCALL**, whose mailing address is PO Box 170, Fernwood, Idaho 83830 (collectively, "Grantor"); and the **STATE BOARD OF LAND COMMISSIONERS**, whose administrative agency is the **IDAHO DEPARTMENT OF LANDS**, whose mailing address is 300 North 6th Street, Suite 103, Box 83720 Boise, Idaho 83720-0050 ("Grantee").

RECITALS:

WHEREAS, Grantor owns certain real property legally described as the North half of the Northeast quarter (N1/2NE1/4) of Section 20, Township 44 North, Range 1 West, Boise Meridian, Benewah County, State of Idaho ("Servient Land"); and

WHEREAS, Grantee desires an easement over the Servient Land, and Grantor desires to grant such an easement to Grantee.

WITNESSETH:

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant to Grantee, its successors and assigns, forever, a perpetual, non-exclusive easement sixty-six (66) feet in width for the purpose of constructing, using and maintaining existing roads, over, upon and across the Servient Land, situated in Benewah County, State of Idaho, as illustrated on Exhibit A, attached hereto and made a part hereof, and described as follows (the "Easement Area"):

An easement sixty-six feet (66') in width, being thirty-three feet (33') along either side of the centerline of the following described existing roads. Commencing at a point on State Highway 3 located in the NE1/4NE14 of Section 20, Township 44 North, Range 1 West, Boise Meridian, Benewah County, Idaho, which point is

approximately 270 feet west of the East section line of said Section 20, where said Highway intersects with an existing road approximately 196 feet in length that runs generally in a southerly direction, then continuing in a southerly direction along said existing road to a second intersection with another existing road that generally runs in an easterly and westerly direction from said second intersection across the S1/2N1/2NE1/4 of said Section 20; and continuing east from said second intersection approximately 358 feet along said existing road in generally an easterly direction to the East section line of said Section 20; and also continuing west from said second intersection and continuing along said existing road approximately 2,089 feet in generally a westerly direction and continuing along said road as it turns in a southerly direction near the middle of the S1/2NW1/4NE1/4 and runs to the south property line of the Servient Land. The easement is approximately 2,643 linear feet, containing approximately 4 acres, more or less.

A. GENERAL:

1. The terms and conditions of this Easement shall be binding on all successors and assigns of the respective parties.
2. The boundary lines of the Easement Area shall be extended, shortened, or adjusted to begin on, end on, remain within, and conform to, Grantor's property lines.

B. LIMITED PURPOSE:

1. The subject of this Easement is not to be a public road.
2. This Easement is specifically for the purpose of providing rights-of-way for any and all uses, which include traditional and customary revenue-generating uses of state endowment trust lands, and as necessary or desirable or common in connection with the control, management, use, and administration, and to access all Grantee's lands currently and hereinafter controlled by Grantee.
3. In the event that either Grantee or their successors and assigns, or Grantor finds it necessary or desirable to improve the roads, all costs in connection therewith shall be the responsibility of the party requiring the improvements, unless otherwise agreed.
4. Grantee may allow its agents, licensees, lessees, and contractors, hereinafter referred to as "Permittees", to exercise the rights granted herein.

C. GRANTEES COVENANTS:

1. Grantee shall comply and shall require its Permittees to comply with all applicable federal, state, and local laws, rules and regulations, including all applicable state administrative rules with respect to the rights granted herein.
2. It is understood and agreed that the legal descriptions and exhibit maps within this Easement are provided by Grantee. Any errors requiring correction shall be remedied by Grantee by recording a corrected easement.

3. Nothing in this instrument shall be construed as binding Grantee to perform beyond its legal authority, or to expend any monies in excess of appropriations or other authorized funds available for such purpose.

D. ROAD CONSTRUCTION, RECONSTRUCTION, MAINTENANCE:

1. Any improvements or maintenance of the road will be constructed to accommodate heavy equipment and the hauling of heavy loads.

2. In the event the road requires restoration, reconstruction, or construction work to accommodate one party's needs, the party requiring roadwork shall notify the other party as to the work required prior to beginning work, and shall bear the costs unless otherwise agreed.

3. Unless the parties hereto agree in writing to share the costs of improvements in advance of such improvements being made, such improvements will be solely paid for by the improver.

4. Road maintenance will be allocated on the basis of respective uses of said road. During the periods when a road is being used solely by one party, such party will maintain that portion of said road so used to the minimum standards necessary of such party's use.

5. Each party using the road will repair at its sole cost and expense any damage to the road occasioned by it which is in excess of that which it would cause through normal and prudent usage of said road.

E. GRANTOR'S COVENANTS:

1. Grantor reserves the right to grant additional easements over, under, or along this Easement Area. Any additional easement shall not interfere with the rights and privileges hereby authorized to Grantee.

2. Grantor may reasonably relocate the road within the Easement Area, and cause reasonable delays to Grantee's use of this Easement when Grantor conducts land management activities.

F. TERMINATION:

Grantee may choose to use the Easement irregularly, and may go many years without use or maintenance. Grantee will notify Grantor if the Easement Area or any portion thereof is no longer needed. In such case, Grantee will provide and record a release of easement for any portion that is no longer needed.

G. ACCEPTANCE:

USE OF THE EASEMENT AREA BY GRANTEE CONSTITUTES ACCEPTANCE OF THE EASEMENT AND AGREEMENT TO BE BOUND BY THE TERMS HEREOF.

[Remainder of page intentionally left blank.]

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

Dated: 1/7/2020

Norman L. McCall
NORMAN L. MCCALL

Dated: 1/7/2020

Harriett M. McCall
HARRIETT M. MCCALL

STATE OF Idaho)
COUNTY OF Benevolence) ss.

On this 7th day of January, 2020 before me a Notary Public, personally appeared **NORMAN L. MCCALL**, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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



Debby K Powell
NOTARY PUBLIC FOR IDAHO
Residing at Fernwood, Idaho
My Commission Expires 05/26/2021

STATE OF Idaho)
COUNTY OF Benevolence) ss.

On this 7th day of January, 2020 before me a Notary Public, personally appeared **HARRIETT M. MCCALL**, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

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



Debby K Powell
NOTARY PUBLIC FOR IDAHO
Residing at Fernwood, Id 83830
My Commission Expires 05/26/2021

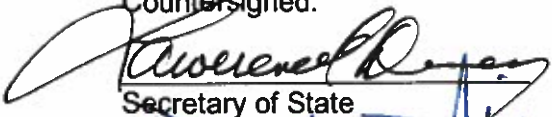
IN WITNESS WHEREOF, the State Board of Land Commissioners has caused these presents to be executed by its President, the Governor of the State of Idaho, and countersigned by the Secretary of State, and the Director of the Idaho Department of Lands.

STATE BOARD OF LAND COMMISSIONERS



Governor of the State of Idaho and President
of the State Board of Land Commissioners

Countersigned:



Secretary of State



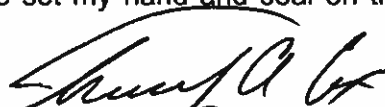
Director, Idaho Department of Lands

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this 6th day of February, 2020, before me, a Notary Public in and for said State, personally appeared **BRAD LITTLE**, known to me to be the Governor of the State of Idaho and President of the State Board of Land Commissioners; **LAWRENCE E. DENNEY**, known to me to be the Secretary of State for the State of Idaho; and **DUSTIN T. MILLER**, known to me to be the Director of Department of Lands of the State of Idaho, that executed the same instrument and acknowledged to me that such State of Idaho and State Board of Land Commissioners executed same.

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

(SEAL)



NOTARY PUBLIC for Idaho

Residing at Kent, Idaho

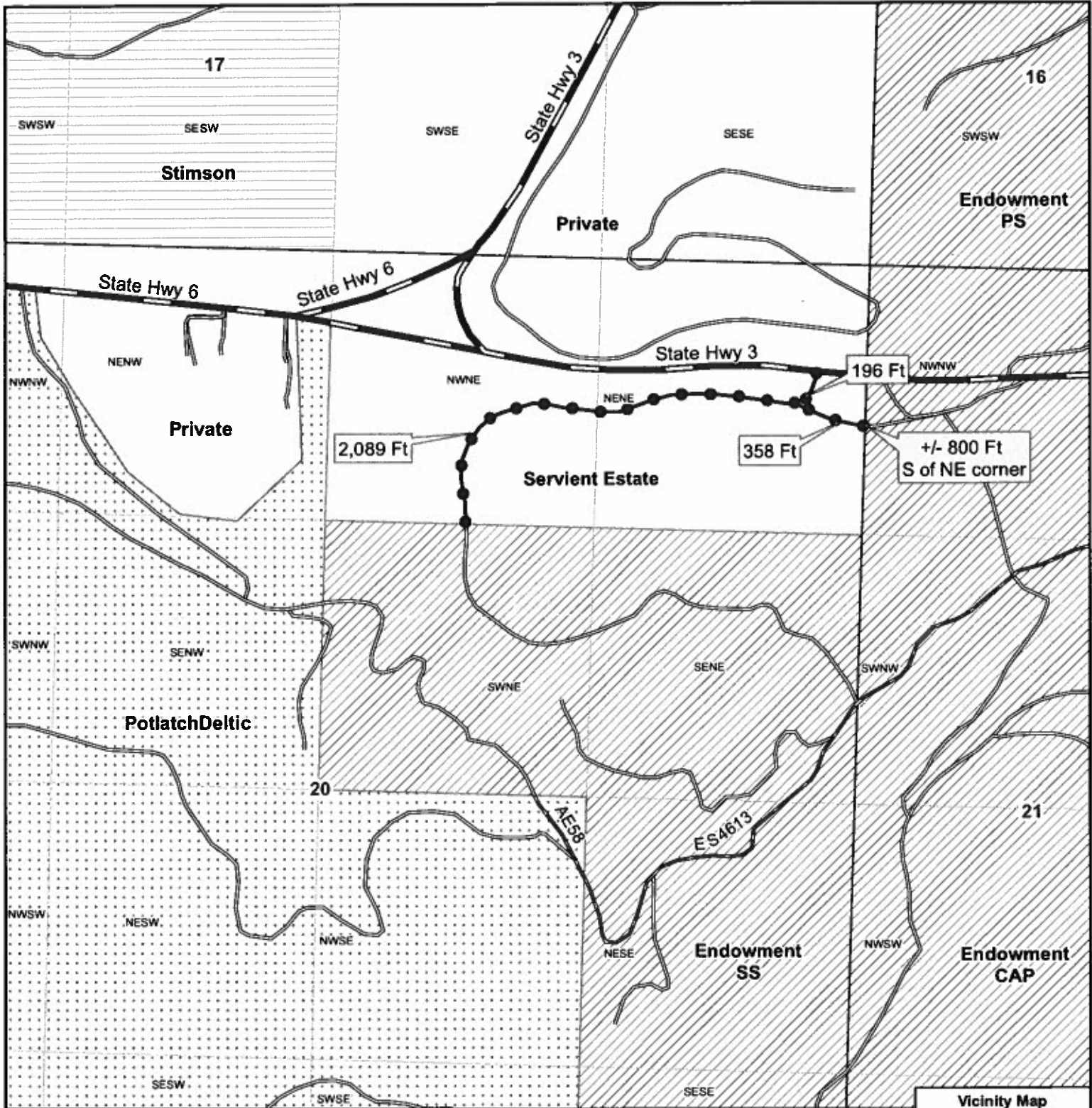
My Commission expires: 6-25-25



EXHIBIT A

Acquired Easement - AE300017

T44N R01W Sec 20



Legend

- Acquired Easement
- Existing Easement
- Local Road
- Stimson
- PotlatchDeltic



Private



Endowment

CAP - Capital Permanent

PS - Public Schools

SS - School of Science

St. Joe Area Benewah County

R. Dunn
12/20/2019

Scale 1:8,000

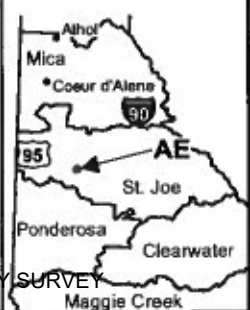
0 0.1 0.2 32 of 54.2

Disclaimer:
Easement lines shall be adjusted, extended
and/or shortened to begin on, end on, and
conform to Grantor's property lines.

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

0.3 Miles SANTA SR 3 BOUNDARY SURVEY

Vicinity Map



EASEMENT

No. 950

THIS INDENTURE, Made this 11th day of October, 1919, by and between the State of Idaho, acting by and through the State Board of Land Commissioners, and William and Kathryn Kehn, as parties of the first part; and Clearwater Valley Light and Power Association, as party of the second part;

WITNESSETH: That for and in consideration of the sum of Twelve and 40/100 (\$12.40) Dollars, lawful money of the United States, receipt whereof is hereby acknowledged, the parties of the first part do hereby convey and grant a right of way for power line construction, being the following described land situated in Benewah county, to-wit:

A strip of land 40 feet wide, being 20 feet on each side of the following described center line:

Beginning at a point in the West boundary of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 20, Twp. 14 N., Rge. 1 W. B.M., at Survey Station 1370+90.7 which is 510 feet South of the North boundary of Section 20; thence South 84°39' East a distance of 120 feet, more or less, to Survey Station 1372+10.7; thence North 86°31' East a distance of 764.3 feet, more or less, to Survey Station 1379+75; thence North 78°14' East a distance of 102.3 feet, more or less, to a point of intersection with the East boundary of Section 20 at Survey Station 1383+77.3; said point of intersection being 452 feet south of the Northeast corner of said Section 20,

containing 1.18 acres, more or less.


IN WITNESS WHEREOF, the State Board of Land Commissioners has caused these presents to be executed by its President, the Governor of the State of Idaho, and countersigned by the Secretary of State and State Land Commissioner.

STATE BOARD OF LAND COMMISSIONERS
as party of the first part

Countersigned:


Secretary of State


State Land Commissioner


Governor of the State of Idaho


William Kehn


Kathryn Kehn, his wife

State of Idaho)
County of Ada) ss.

On this 11th day of October, 1949, before me, a Notary Public in and for said State, personally appeared C. A. Robins, known to me to be the Governor of the State of Idaho and President of the State Board of Land Commissioners, J. D. "Cy" Price, known to me to be the Secretary of the State of Idaho, and Edward Woolley, known to me to be the State Land Commissioner of the State of Idaho, that executed the said instrument and acknowledged to me that such State Board of Land Commissioners and State of Idaho executed the same.

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

Richard L. Hall
Notary Public residing at Boise, Ida.

My commission expires
11-5-, 1957

State of Idaho)
County of Burman) ss.

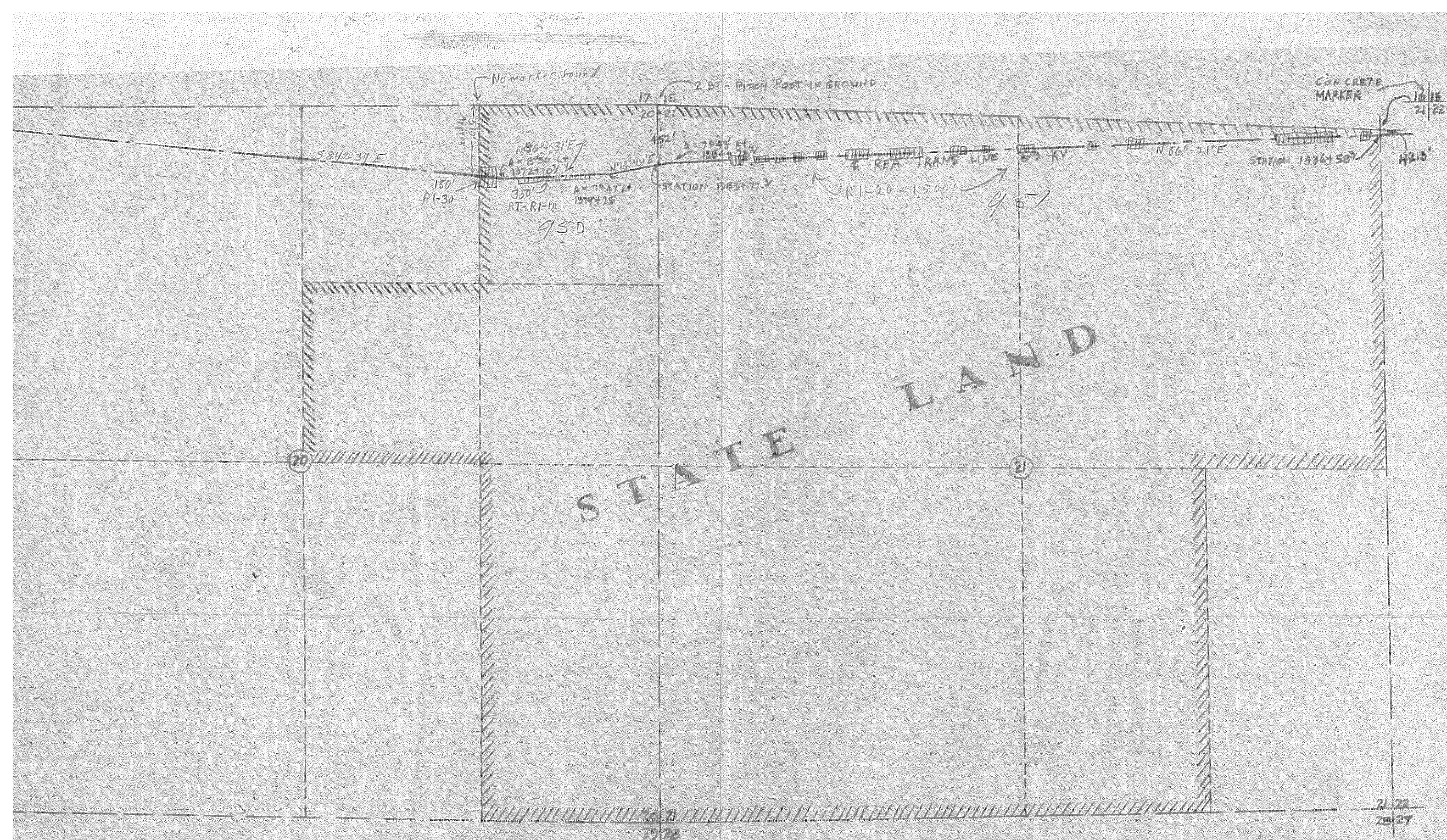
On this 15 day of March, 1949, before me, a Notary Public in and for said State, personally appeared William and Kathryn Kehn, husband and wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

R. A. Brown
Notary Public residing at _____

Notary Public for the State of Idaho
residing at St. Maries, Idaho
My Commission Expires Feb. 24, 1952

My commission expires
 , 19



RI-10 = 10' strip
 RI-20 = 20' strip
 RI-30 = 30' strip

total area this sketch = $30(180) + 350(10) + (500)20 = 11900$ square feet

LOCATION PLAT OF 6 REA TRANSMISSION LINE
 THROUGH SECTIONS 20 & 21 TWP 44 N. RIW B.M.

E A S E M E N T

#951

THIS INDENTURE, Made this 11th day of October, 1949, by and between the State of Idaho, acting by and through the State Board of Land Commissioners, as party of the first part; and Clearwater Valley Light & Power Association, as party of the second part;

WITNESSETH: That for and in consideration of the sum of Forty-three and 97/100 (\$43.97) Dollars, lawful money of the United States, receipt whereof is hereby acknowledged, the parties of the first part do hereby convey and grant a right of way for power line construction, being the following described land situated in Benewah county, to-wit:

A strip of land 40 feet wide, being 20 feet on each side of the following described center line:

Beginning at a point in the North boundary of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Sec. 26, Twp. 44 N., Rge. 1 W. B.M., at Survey Station 1538+34.0 which is 2000 feet West of the Northeast corner of said Section 26; thence South 54°02' East a distance of 952.3 feet, more or less to Survey Station 1547+86.3; thence South 67°37' East a distance of 1199.8 feet, more or less to Survey Station 1559+86.1; thence South 52°24' East a distance of sixty feet, more or less to a point of intersection with the East boundary of said Section 26 at Survey Station 1560+46.1; Said intersection point in East boundary of Section 26 is 1246 feet, more or less from the Northeast corner of Section 26.

Also, a strip of land 20 feet wide, being 10 feet on each side of the following described center line:


Beginning at a point in the West boundary of Section 21, Twp. 44 N., Rge. 1 W. B.M., at Survey Station 1383+77.3 which is 452 feet South of the Northwest corner of said Section 21; thence North 78°44' East a distance of 95.9 feet, more or less, to Survey Station 1384+73.2; thence North 86°27' East a distance of 5185.1 feet more or less to a point of intersection with the East boundary of said Section 21 at Survey Station 1436+58.3; said point of intersection being 42.3 feet, more or less, ^{south} of the Northeast corner of said Section 21;

containing 4.45 acres, more or less.

4.45
1.48 Sec 26
2.97 Sec 21

IN WITNESS WHEREOF, the State Board of Land Commissioners has caused these presents to be executed by its President, The Governor of the State of Idaho, and countersigned by the Secretary of State and State Land Commissioner.

STATE BOARD OF LAND COMMISSIONERS
as party of the first part


Governor of the State of Idaho

Countersigned:


Secretary of State


State Land Commissioner

State of Idaho)
County of Ada) ss.

On this 11th day of October, 1949, before me, a Notary Public in and for said State, personally appeared C. A. Robins, known to me to be the Governor of the State of Idaho and President of the State Board of Land Commissioners, J. D. "Cy" Price, known to me to be the Secretary of the State of Idaho, and Edward Woolley, known to me to be the State Land Commissioner of the State of Idaho, that executed the said instrument and acknowledged to me that such State Board of Land Commissioners and State of Idaho executed the same.

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

Michael E. Hickey
Notary Public residing at Boise,
Idaho

My commission expires
11 - 5 - , 1951

STATE OF IDAHO EASEMENT

NO. 4613

EASEMENT AGREEMENT

THIS INDENTURE, made this 12th day of July, 1976, by and between the State of Idaho, acting by and through the State Board of Land Commissioners as party of the first part, and Idaho Forest Industries, Inc., a private corporation with principle place of business at Coeur d'Alene, Idaho, as party of the second part,

WITNESSETH:

WHEREAS, it is necessary for the party of the second part, its successors and assigns in interest, to travel across lands now owned by the party of the first part, in the SE $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$, Section 20; and the NW $\frac{1}{4}$, Section 21, Township 44 North, Range 1 West, Boise Meridian, for the purpose of use and administration of the lands now owned by the party of the second part in the W $\frac{1}{2}$ SE $\frac{1}{4}$, Section 20, Township 44 North, Range 1 West, Boise Meridian.

WITNESSETH:

That for and in consideration of a reciprocal easement to be granted by the party of the second part across the NW $\frac{1}{4}$ SE $\frac{1}{4}$, Section 20, Township 44 North, Range 1 West, Boise Meridian, and the sum of One Hundred Five Dollars and Thirty Cents (\$105.30) lawful money of the United States of America, receipt whereof is hereby acknowledged, the party of the first part does hereby grant to the party of the second part, its successors in interest and assigns an easement for the purpose of constructing, reconstructing, maintaining and using roads over and across the following described lands situated in Benewah County, State of Idaho, to wit:

A strip of land sixty-six (66) feet wide, being thirty-three (33) feet on each side of the following described centerline: Beginning at the Northwest section corner of Section 21, Township 44 North, Range 1 West, Boise Meridian; thence due South 528 feet more or less; thence due East 1,230 feet, more or less, to the REAL POINT OF BEGINNING; thence along the following courses and distances:

<u>Course</u>	<u>Distance</u>
S 40° E	50 ft.
S 10° E	50 ft.
S 20° E	50 ft.
S 15° E	100 ft.
S 50° E	50 ft.
S 37° E	100 ft.
S 46° E	150 ft.
S 70° E	150 ft.
S 88° E	100 ft.
N 80° E	50 ft.
S 26° W	50 ft.
S 32° W	100 ft.
S 30° W	50 ft.
S 60° W	50 ft.
S 64° W	50 ft.
S 68° W	50 ft.
S 34° W	50 ft.
S 88° W	50 ft.
N 85° W	50 ft.

CourseDistance

S 84° W	100 ft.
S 74° W	50 ft.
S 78° W	50 ft.
S 72° W	50 ft.
S 76° W	50 ft.
S 64° W	50 ft.
S 66° W	50 ft.
S 54° W	100 ft.
S 72° W	50 ft.
N 86° W	50 ft.
S 68° W	50 ft.
S 58° W	50 ft.
S 60° W	50 ft.
S 50° W	50 ft.
S 48° W	50 ft.
S 42° W	50 ft.
S 50° W	50 ft.
S 68° W	50 ft.
S 82° W	50 ft.
S 70° W	100 ft.
S 44° W	100 ft.
S 24° W	100 ft.
S 28° W	50 ft.
S 54° W	50 ft.
S 74° W	50 ft.
S 86° W	50 ft.
S 52° W	50 ft.
S 56° W	50 ft.
S 38° W	150 ft.
S 40° W	100 ft.
S 26° W	200 ft.
S 32° W	50 ft.
S 58° W	50 ft.
S 72° W	50 ft.
S 40° W	50 ft.
S 34° W	50 ft.
S 54° W	50 ft.
S 48° W	50 ft.
S 36° W	50 ft.
S 28° W	50 ft.
S 24° W	50 ft.
S 36° W	50 ft.
N 72° W	100 ft.
N 88° W	50 ft.
S 74° W	100 ft.
S 82° W	50 ft.
S 74° W	50 ft.
S 64° W	50 ft.
S 50° W	50 ft.
S 40° W	50 ft.
S 20° W	50 ft.
S 6° W	50 ft.
S 8° W	50 ft.
S 16° W	50 ft.
S 26° W	50 ft.
S 40° W	50 ft.
S 80° W	50 ft.
S 44° W	50 ft.
N 40° W	50 ft.
N 2° E	50 ft.
N 8° W	50 ft.
N 20° W	50 ft.

thence N 10° W, 30 ft. to a point on the east line of the Northwest Quarter of the Southeast Quarter of said Section 20, an area containing 7.77 acres, more or less.

In the event that either the party of the second part or his assigns or successors in interest, or the State, its assigns or successors in interest, finds it necessary or desirable to improve the road, all costs in connection therewith shall be the responsibility of the party requiring the improvements.


Nothing in this instrument shall be construed as binding the party of the first part to perform beyond its legal authority, or to expend any moneys in excess of appropriations or other authorized funds available for such purpose.

TO HAVE AND TO HOLD the said easement unto Idaho Forest Industries, Inc. for the purposes herein described, its successors and assigns forever.


IN WITNESS WHEREOF, the State Board of Land Commissioners has caused these presents to be executed by its president, the Governor of the State of Idaho, and countersigned by the Secretary of State and the Director of the Department of Lands.

Countersigned:

STATE BOARD OF LAND COMMISSIONERS


Secretary of State




Governor of the State of Idaho, and
President of the State Board of Land
Commissioners

DEPARTMENT OF LANDS


GORDON C. TROMBLEY, Director of
the Department of Lands

STATE OF _____)
COUNTY OF _____) ss

On this _____ day of _____, 19____, before me, the undersigned, a notary public in and for said State, personally appeared _____

known to me to be the person whose name is/are subscribed to the foregoing instrument and acknowledged to me that he executed the same.

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

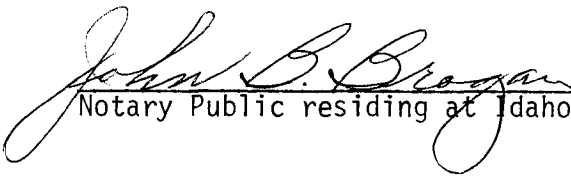
Notary Public residing at _____

My Bond expires _____

STATE OF IDAHO)
COUNTY OF ADA) ss

On this _____ day of _____, 19____, before me, a notary public in and for said State, personally appeared Cecil D. Andrus, known to me to be the Governor of the State of Idaho and President of the State Board of Land Commissioners, Pete T. Cenarrusa, known to me to be the Secretary of State of Idaho and G. C. Trombley, known to me to be the Director of the Department of Lands of the State of Idaho, that executed the said instrument and acknowledged to me that such State of Idaho and State Board of Land Commissioners executed same.

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



Notary Public residing at Idaho City, Idaho

My Bond expires August 25, 1978

STATE OF IDAHO
DEPARTMENT OF LANDS



PROJECT NAME
AGREEMENT NO. ____-____
CONTRACTOR

STATE OF IDAHO
DEPARTMENT OF LANDS
PROFESSIONAL SERVICES AGREEMENT NO.

THIS AGREEMENT is by and between the STATE OF IDAHO, acting through the DEPARTMENT OF LANDS on behalf of the Idaho State Board of Land Commissioners, hereafter referred to as the "STATE," and COMPANY NAME., hereafter referred to as the "CONTRACTOR."

1. DEFINITIONS

- a. Agreement: This duly executed written agreement between the State and the Contractor resulting from a solicitation, which shall include these Terms and Conditions, the Scope of Work, the Cost Proposal, and all attachments thereto.
- b. Contracting Officer: The State employee with the authority to enter into, administer, modify, and/or terminate this Agreement, and make related determinations and findings. The Contracting Officer is responsible for handling the contractual relationship with the Contractor.
- c. Contracting Officer Representative: The designated State representative, also referred to as "COR" or "Representative", who will provide daily technical oversight to the Contractor and ensure the Contractor performs according to the Scope of Work. The COR cannot modify the stated terms of the Agreement unilaterally or direct the Contractor to perform work not specified in the Agreement. Only the Contracting Officer and the Contractor may do so bilaterally.
- d. Contractor: The individual or business who has been awarded this Agreement to furnish goods or services for a certain price.
- e. IDL: The Idaho Department of Lands.
- f. Property: Goods, services, parts, supplies and equipment, both tangible and intangible, including, but not exclusively, designs, plans, programs, systems, techniques and any rights and interest in such property.
- g. Scope of Work: Detailed outline of the location, project description, timeline, and deliverables.
- h. Services: Includes services performed, workmanship, and materials furnished or utilized in the performance of services, including any deliverables.
- i. State of Idaho Board of Land Commissioners or Land Board: The State Board of Land Commissioners (Land Board) is comprised of Idaho's Governor, Secretary of State, Attorney General, Superintendent of Public Instruction, and State Controller. The Land Board serve as the trustees for more than 2.4 million acres of state endowment trust lands in Idaho, with the State acting as the administrative arm of the Board, carrying out the executive directives necessary to meet the mandated Constitutional charge codified in Article IX Section 8 of the Idaho Constitution. The Land Board also oversees the work of the State in its regulatory and assistance duties, and in managing Idaho's public trust lands.

2. CONTRACTOR RESPONSIBILITY

The Contractor hereby assumes responsibility for production and delivery of all material and services included in this Agreement, whether or not the Contractor is the manufacturer or producer of such material or services. Further, the Contractor will be the sole point of contact on contractual matters, including payment of charges resulting from the use or purchase of goods or services.

3. REGISTRATION WITH SECRETARY OF STATE AND SERVICE OF PROCESS

- a. Contractor must independently verify whether it is required by Idaho law to register its business entity or assumed business name with the Idaho Secretary of State and, if required to do so, must remain in good standing during the term of this Agreement.
- b. Regardless of its registration with the Idaho Secretary of State, and in addition to any methods of service allowed by Idaho law, Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested, at its last known address. Contractor must notify the State in writing of any change of address to which service of process can be made. Service shall be completed upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor shall have thirty calendar days after completion of service in which to respond.

4. SUBCONTRACTING

Unless otherwise allowed by the State in this Agreement, the Contractor shall not, without written approval from the State, enter into any subcontract relating to the performance of this Agreement or any part thereof. Approval by the State of Contractor's request to subcontract or acceptance of or payment for subcontracted work by the State shall not in any way relieve the Contractor of responsibility for the professional and technical accuracy and adequacy of the work. The Contractor shall be and remain liable for all damages to the State caused by negligent performance or non-performance of work under the Agreement by Contractor's subcontractor or its sub-subcontractor.

5. ASSIGNMENTS

The Contractor shall not assign a right or delegate a duty under this Agreement without the prior written consent of the State.

6. ANTIDISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

Acceptance of this Agreement binds the Contractor to the terms and conditions of Section 601, Title VI, Civil Rights Act of 1964 in that "No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance." In addition, "No otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance" (Section 504 of the Rehabilitation Act of 1973). Furthermore, for Agreements involving federal funds, the applicable provisions and requirements of Executive Order 11246 as amended, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, Section 701 of Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967 (ADEA), 29 USC Sections 621, et seq., the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, U.S. Department of Interior regulations at 43 CFR Part 17, and the Americans with Disabilities Action of 1990, are also incorporated into this Agreement. The Contractor must include this provision in every subcontract relating to purchases by the State to insure that subcontractors and vendors are bound by this provision.

7. RESTRICTIONS ON AND WARRANTIES – ILLEGAL ALIENS

Contractor warrants this Agreement is subject to Executive Order 2009-10 [http://gov.idaho.gov/mediacenter/execorders/eo09/eo_2009_10.html]; it does not knowingly hire or engage any illegal aliens or persons not authorized to work in the United States; it takes steps to verify that it does not hire or engage any illegal aliens or persons not authorized to work in the United States; and that any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and shall be cause for the imposition of monetary penalties up to five percent (5%) of the Agreement price, per violation, and/or termination of its Agreement.

8. INSURANCE REQUIREMENTS

- a. Contractor shall obtain and maintain insurance at its own expense as required herein for the duration of this Agreement, and comply with all limits, terms and conditions stipulated. Policies shall provide, or be endorse to provide, all required coverage. Contractor shall provide certificates of insurance or certified endorsements as applicable for the insurance required. Contractor shall not commence work under this Agreement until satisfactory evidence of all required insurance is provided to the State.
- b. All insurance, except for Workers Compensation, and Professional Liability/Errors and Omissions shall be endorsed to name the State of Idaho, the State Board of Land Commissioners, and the Idaho Department of Lands as Additional Insured.
- c. All insurance shall be with insurers rated A-, VII, or better in the latest Bests Rating Guide, and be in good standing and authorized to transact business in Idaho. The coverage provided by such policies shall be primary. Policies may contain deductibles, but such deductibles shall not be deducted from any damages due the State.
- d. If any of the liability insurance required for this Agreement is arranged on a "claims-made" basis, then "tail coverage" will be required at the completion or termination of this Agreement for a duration of twenty-four (24) months thereafter. Continuous "claims-made" coverage will be acceptable in lieu of "tail-coverage" provided the retroactive date is on or before the effective date of this Agreement, or twenty-four months "prior acts" coverage is provided. Contractor will be responsible for furnishing certification of "tail coverage" or continuous "claims-made" coverage.
- e. By requiring insurance herein, the State does not represent that coverage and limits will necessarily be adequate to protect Contractor, and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities granted to the State.
- f. Contractor shall maintain insurance in amounts not less than the following;

(1) Commercial General and Umbrella Liability Insurance

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a combined single limit of not less than \$1,000,000 each occurrence, \$2,000,000 annual aggregate. The CGL shall be written on standard ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract.

(2) Automobile Insurance

The Contractor shall maintain automobile liability insurance which shall provide a minimum \$1,000,000 combined single limit per occurrence and shall include coverage for owned, non-owned, and hired automobiles.

(3) Worker's Compensation Insurance

The Contractor shall maintain worker's compensation insurance in amounts as required by statute in all states in which the Contractor performs work, and employer's liability insurance with a limit of \$100,000 Bodily Injury by Accident each Accident; \$100,000 Bodily Injury by Disease – each employee; and \$500,000 Bodily Injury by Disease – Policy Limit.

(4) Professional Liability/Errors and Omissions Coverage

The Contractor shall maintain professional liability insurance covering any damages caused by an error, omission or any negligent acts. Combined single limit per occurrence shall not be less than \$1,000,000, or the equivalent. Annual aggregate limit shall not be less than \$2,000,000.

- g. The Contractor shall require all subcontractors utilized in performance of this Agreement to provide certificates of insurance to the State evidencing insurance coverage with the required additional insured endorsements as set forth in the preceding paragraphs.

9. TAXES

The State is generally exempt from payment of Idaho State Sales and Use Tax for property purchased for its use under the authority of Idaho Code, Section 63-3622 as a government instrumentality. In addition, the State is generally exempt from payment of Federal Excise Tax under a permanent authority from the district Director of the Internal Revenue Service. Exemption certificates will be furnished upon written request by the Contractor. If the Contractor is required to pay any taxes incurred as a result of doing business with the State, it shall be solely responsible for the payment of those taxes. If the Contractor is performing public works construction (installation of fixtures, etc.), it shall be responsible for payment of all sales and use taxes as required.

10. LICENSES, PERMITS & FEES

The Contractor shall, without additional expense to the State, obtain all required licenses and permits and pay all fees necessary for executing provisions of this Agreement unless specifically stated otherwise herein.

11. INDEMNIFICATION

- a. Contractor shall indemnify, defend, and save harmless the State, its officers, agents, employees, and volunteers from and against any and all liability, claims, damages, losses, expenses, actions, settlements, attorneys' fees, and suits whatsoever caused by, arising out of, or in connection with Contractor's acts or omissions under this Agreement or Contractor's failure to comply with any state or federal statute, law, regulation, or rule.
- b. Upon receipt of the State's tender of indemnity and defense, Contractor shall immediately take all reasonable actions necessary, including, but not limited to, providing a legal defense for the State, to begin fulfilling its obligation to indemnify, defend, and save harmless the State. Contractor's indemnification and defense liabilities described herein shall apply regardless of any allegations that a claim or suit is attributable in whole or in part to any act or omission of the State under this Agreement. However, if it is determined by a final judgment that the State's negligent act or omission is the sole proximate cause of a suit or claim, the State shall not be entitled to indemnification from Contractor with respect to such suit or claim, and the State, in its discretion, may reimburse Contractor for reasonable defense costs attributable to the defense provided by any Special Deputy Attorney General appointed pursuant to section 12.c.
- c. Any legal defense provided by Contractor to the State under this section must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary. Any attorney appointed to represent the State must first qualify as and be appointed by the Attorney General of the State of Idaho as a Special Deputy Attorney General pursuant to Idaho Code Sections 67-1401(13) and 67-1409(1).

12. OFFICIALS, AGENTS AND EMPLOYEES OF THE STATE NOT PERSONALLY LIABLE

In no event shall any official, officer, employee or agent of the State be in any way personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this Agreement. This section shall not apply to any remedies in law or at equity against any person or entity that exist by reason of fraud, misrepresentation or outside the terms of this Agreement.

13. RISK OF LOSS

Risk of loss and responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State except as to latent defects,

fraud and Contractor's warranty obligations. Such loss, injury or destruction shall not release the Contractor from any obligation under this Agreement.

14. PROHIBITED CONTRACTS

No member of the legislature or officer or employee of any branch of the state government shall directly himself, or by any other person execute, hold or enjoy, in whole or in part, any contract or agreement made or entered into by or on behalf of the State, if made by, through or on behalf of the department in which he is an officer or employee or if made by, through or on behalf of any other department unless the same are made after competitive bids. (Idaho Code Section 67-9230(2)).

15. SAFETY INFORMATION

- a. The Contractor assumes full responsibility for the safety of his employees, equipment and supplies.
- b. Contractor guarantees that all items provided by Contractor in performance of this Agreement meet or exceed those requirements and guidelines established by the Occupational Safety and Health Act, Consumer Product Safety Council, Environmental Protection Agency, or other regulatory agencies.

16. USE OF THE IDAHO DEPARTMENT OF LANDS NAME

Contractor agrees that it will not, prior to, in the course of, or after performance under this Agreement, use the State's name in any advertising or promotional media as a customer or client of Contractor without the prior written consent of the State.

17. CONTRACT TERMINATION

a. TERMINATION FOR CAUSE WITH NOTICE:

1. The occurrence of any of the following events shall be an Event of Default under this Agreement:
 - a. A material breach of any term or condition of this Agreement; or
 - b. Any representation or warranty by Contractor in response to the Solicitation or in this Agreement proves to be untrue or materially misleading; or
 - c. Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
 - d. Any default specified in another section of this Agreement.
2. The State may terminate this Agreement (or any order issued pursuant to this Agreement) when the Contractor has been provided written notice of default or non-compliance and has failed to cure the default or non-compliance within a reasonable time, not to exceed thirty (30) calendar days. If the Agreement is terminated for default or non-compliance, the Contractor will be responsible for any costs resulting from the State's placement of a new Agreement and any damages incurred by the State, as a result of the default. The State, upon termination for default or non-compliance, reserves the right to take any legal action it may deem necessary including, without limitation, offset of damages against payment due.
3. Upon written notice of default, Contractor shall be in breach of its obligations under this Contract and the State shall have the right to exercise any or all of the following remedies:

- a. Exercise any remedy provided by law or equity;
- b. Terminate this Agreement and any related Agreements or portions thereof;
- c. Impose liquidated damages as provided in this Agreement;
- d. Suspend Contractor from receiving future bid solicitations;
- e. Suspend Contractor's performance;
- f. Withhold payment until the default is remedied.

b. TERMINATION FOR CAUSE WITHOUT NOTICE

The State shall not be required to provide advance written notice or a cure period and may immediately terminate this Agreement in whole or in part for an Event of Default if the State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Agreement.

c. TERMINATION FOR CONVENIENCE

1. The State may terminate this Contract for its convenience in whole or in part, if the State determines it is in the State's best interest to do so.
2. After receipt of a notice of termination for convenience, and except as directed by the State, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause. The Contractor shall:
 - a. Stop work.
 - b. Place no further subcontracts for materials, services, or facilities, except as necessary to complete the continuing portion of the Agreement.
 - c. Terminate all subcontracts to the extent they relate to the work terminated.
 - d. Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts.
3. Unless otherwise set forth in the Solicitation, if the Contractor and the State fail to agree on the amount to be paid because of the termination for convenience, the State will pay the Contractor the following amounts; provided that in no event will total payments exceed the amount payable to the Contractor if the Agreement had been fully performed:
 - a. The Agreement price for Deliverables or services accepted by the State and not previously paid for; and
 - b. The total of:
 - i. The reasonable costs incurred in the performance of the work terminated, including initial costs and preparatory expenses allocable thereto, but excluding any cost attributable to deliverables or services paid or to be paid;
 - ii. The reasonable cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the Agreement; and

- iii. Reasonable storage, transportation, demobilization, unamortized overhead and capital costs, and other costs reasonably incurred by the Contractor in winding down and terminating its work.
- 4. The Contractor will use generally accepted accounting principles, or accounting principles otherwise agreed to in writing by the parties, and sound business practices in determining all costs claimed, agreed to, or determined under this clause.

d. **TERMINATION FOR FISCAL NECESSITY**

The State is a government entity and it is understood and agreed that the State's payments herein provided for shall be paid from Idaho State Legislative appropriations. The Legislature is under no legal obligation to make appropriations to fulfill this Agreement. This Agreement shall in no way or manner be construed so as to bind or obligate the State beyond the term of any particular appropriation of funds by the State's Legislature as may exist from time to time. the State reserves the right to terminate this Agreement in whole or in part (or any order placed under it) if, in its sole judgment, the Legislature of the State of Idaho fails, neglects, or refuses to appropriate sufficient funds as may be required for the State to continue such payments, or requires any return or "give-back" of funds required for the State to continue payments, or if the Executive Branch mandates any cuts or holdbacks in spending, or if funds are not budgeted or otherwise available, or if the State discontinues or makes a material alteration of the program under which funds were provided. The State shall not be required to transfer funds between accounts in the event that funds are reduced or unavailable. All affected future rights and liabilities of the parties shall thereupon cease within ten (10) calendar days after notice to the Contractor. Further, in the event of non-appropriation, the State shall not be liable for any penalty, expense, or liability, or for general, special, incidental, consequential or other damages resulting therefrom.

18. CONTRACT ADMINISTRATION

- a. The Contracting Officer Representative will administer the Agreement as required in all specifications.
- b. The Contracting Officer Representative has the following authority in addition to that delegated to him in other portions of this Agreement.
 - (1) Decide questions of fact arising in regard to the quality and acceptability of materials furnished and all work performed.
 - (2) Make recommendations for payment.

19. FORCE MAJEURE

Neither party shall be liable or deemed to be in default for any Force Majeure delay in shipment or performance occasioned by unforeseeable causes beyond the control and without the fault or negligence of the parties, including, but not restricted to, acts of God or the public enemy, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, unusually severe weather, provided that in all cases the Contractor shall notify the State promptly in writing of any cause for delay and the State concurs that the delay was beyond the control and without the fault or negligence of the Contractor. If reasonably possible, the Contractor shall make every reasonable effort to complete performance as soon as possible. Matters of contractor's or subcontractor's finances shall not be a Force Majeure.

20. GOVERNING LAW

This Agreement shall be construed in accordance with, and governed by the laws of the State of Idaho. Any action to enforce this Agreement shall be brought in Ada County, Boise, Idaho.

21. MODIFICATION

This Agreement may not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

22. ENTIRE AGREEMENT

This Agreement is the entire agreement between the parties with respect to the subject matter hereof. Where terms and conditions specified in the Contractor's response differ from those specifically stated in this Agreement, the terms and conditions of this Agreement shall apply. In the event of any conflict between these standard terms and conditions and any special terms and conditions applicable to this acquisition, the special terms and conditions will govern. This Agreement may not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

23. PUBLIC RECORDS

Pursuant to Idaho Code Section 74-101 through 74-126, information or documents received from the Contractor may be open to public inspection and copying unless exempt from disclosure. The Contractor shall clearly designate individual documents as "exempt" on each page of such documents and shall indicate the basis for such exemption. The State will not accept the marking of an entire document as exempt. In addition, the State will not accept a legend or statement on one (1) page that all, or substantially all, of the document is exempt from disclosure. The Contractor shall indemnify and defend the State against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring such a designation or for the Contractor's failure to designate individual documents as exempt. The Contractor's failure to designate as exempt any document or portion of a document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any such release. If the State receives a request for materials claimed exempt by the Contractor, the Contractor shall provide the legal defense for such claim.

24. CONFIDENTIAL INFORMATION:

Pursuant to this Agreement, Contractor may collect, or the State may disclose to Contractor, financial, personnel or other information that the State regards as proprietary, confidential or exempt from disclosure ("Confidential Information"). Confidential Information shall belong solely to the State. Contractor shall use such Confidential Information only in the performance of its services under this Agreement and shall not disclose any Confidential Information to any third party, except with the State's prior written consent or under a valid order of a court or governmental agency of competent jurisdiction, and then only upon timely notice to the State. The State may require that Contractor's officers, employees, agents or subcontractors separately agree in writing to the obligations contained in this section or sign a separate confidentiality agreement. Confidential Information shall be returned to the State upon termination of this Agreement. The confidentiality obligation contained in this section shall survive termination of this Agreement. Confidential Information shall not include data or information that:

- a. Is or was in the possession of Contractor before being furnished by the State, provided that such information or other data is not known by Contractor to be subject to another confidentiality agreement with or other obligation of confidentiality to the State;

- b. Becomes generally available to the public other than as a result of disclosure by Contractor;
or
- c. Becomes available to Contractor on a non-confidential basis from a source other than the State, provided that such source is not known by Contractor to be subject to a confidentiality agreement with or other obligation of confidentiality to the State.

25. NON-WAIVER

The failure of any party, at any time, to enforce a provision of this Agreement shall in no way constitute a waiver of that provision, nor in any way affect the validity of this Agreement, any part hereof, or the right of such party thereafter to enforce each and every provision hereof.

26. NO WAIVER OF SOVEREIGN IMMUNITY

In no event shall this Agreement or any act by the State, be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. If a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the State. This section applies to a claim brought against the State only to the extent Congress has appropriately abrogated the State's sovereign immunity and is not consent by the State to be sued in federal court, or a waiver of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

27. ATTORNEYS' FEES

In the event suit is brought or an attorney is retained by any party to this Agreement to enforce the terms of this Agreement or to collect any moneys due hereunder, the prevailing party shall be entitled to recover reimbursement for reasonable attorneys' fees, court costs, costs of investigation and other related expenses incurred in connection therewith in addition to any other available remedies.

28. EXAMINATION AND AUDIT

Contractor agrees that the State or its designated representative shall have the right to review and copy any records and supporting documentation pertaining to performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement.

29. ADEQUATE ASSURANCE OF FUTURE PERFORMANCE

If the State has reasonable grounds to question Contractor's ability to perform the Agreement, the State may demand adequate assurance from Contractor. Contractor shall respond within 30 calendar days of such demand.

30. WAGE AND LABOR COMPLIANCE

For the duration of the agreement, the Contractor attests to the following:

- a. At least the minimum Idaho wage was paid to all employees and subcontractors utilized to complete the work in accordance with Idaho Code section 44-1502;
- b. Contractor was in compliance with all labor laws;
- c. All debts incurred by the Contractor to accomplish the work requirements outlined by this agreement were paid in full.
- d. Any further claims against the State of Idaho under this agreement are relinquished, pending payment for services rendered by the Contractor and accepted by the State.

31. CERTIFICATION CONCERNING BOYCOTT OF ISRAEL

Pursuant to Idaho Code section 67-2346, if payments under this agreement exceed one hundred thousand dollars (\$100,000) and Contractor employs ten (10) or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the agreement engage in, a boycott of goods or services from Israel or territories under its control. The terms in this clause defined in Idaho Code section 67-2346 shall have the meaning defined therein.

32. TIME IS OF THE ESSENCE

Time shall be of the essence in connection with Contractor's performance of its obligations under this Contract.

33. PAYMENT

Payment will be made in accordance with Idaho Code 67-2302 with the method described in the Scope of Work and after receipt of the Contractor's itemized invoice for satisfactorily completed work. Total payments under this Agreement shall not exceed \$XXXX.

It is understood that full payment for all services provided under the Agreement is fully burdened to include, but is not limited to, all Contractor's costs of labor, materials, equipment, deliverables and expenses including advertising, postage, copy costs, and all other costs normally associated with the cost of doing business unless otherwise provided elsewhere in this Agreement.

34. AGREEMENT TERM

This Agreement will become effective once signed by all parties. The Contractor and Contracting Officer Representative will discuss the Agreement terms, work performance requirements, and tentative work schedule. The Agreement will expire (*either one year from its effective date OR on a specific date*), unless terminated earlier by the State under any of the provisions of paragraph 17 of this contract.

OR if a sole source and approved by Procurement Manager

This Agreement will become effective once signed by all parties. The Contractor and Contracting Officer Representative will discuss the Agreement terms, work performance requirements, and tentative work schedule. This Agreement shall expire one year from its effective date with the option to renew for two (2) additional one (1) year periods, under the same terms and conditions, unless terminated earlier by the State under any of the provisions of paragraph 17 of this Agreement. All requirements of the Agreement must be satisfactorily completed by the Agreement expiration date.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have caused Agreement XX-XXX to be executed
in Boise, Idaho and effective as of the date/time of the final signature below.

IDAHO DEPARTMENT OF LANDS

CONTRACTOR

By: _____
Andrew Evans

By: _____

Title: Procurement Manager

Title: _____

Date and Time: _____

