BUSINESS AFFAIRS AND HUMAN RESOURCES JUNE 10, 2020

ТАВ	DESCRIPTION	ACTION
1	FY 2021 OPERATING BUDGETS	Motion to approve
2	PARTIAL WAIVER TO BOARD POLICY – V.R. FEES	Motion to approve
3	PARTIAL WAIVER TO BOARD POLICY – V.T. FEE WAIVERS	Motion to approve
4	PARTIAL WAIVER TO BOARD POLICY – V.X. INTERCOLLEGIATE ATHLETICS	Motion to approve
5	UNIVERSITY OF IDAHO Disposal of Real Property – Caine Center	Motion to approve
6	UNIVERSITY OF IDAHO Planning and Design Authorization - Idaho Center for Plant and Soil Health	Motion to approve

SUBJECT

Approval of FY 2021 Appropriated Funds Operating Budgets

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures Section II.F.b.v.; V.B.3.b.ii., 4.b., 5.c, 6.b.

BACKGROUND/DISCUSSION

Pursuant to Board policy V.B., each institution and agency prepares an operating budget for appropriated funds, non-appropriated auxiliary enterprises, non-appropriated local services, and non-appropriated other.

For the appropriated funds operating budget, Board policy V.B.3.b.ii provides as follows: "each institution or agency prepares an operating budget for the next fiscal year based upon guidelines adopted by the Board. Each budget is then submitted to the Board in a summary format prescribed by the Executive Director, for review and formal approval before the beginning of the fiscal year." The appropriated operating budgets have been developed based on appropriations enacted during the 2020 session.

For the college and universities' non-appropriated operating budgets, Board policy V.B. requires reports of revenues and expenditures to be submitted to the State Board of Education at the request of the Board. Currently, these operating budgets are available on each institution's website and are available upon request.

Operating budgets are presented in two formats: budgets for agencies, health education programs, and special programs contain a <u>summary</u> (displayed by program, by source of revenue, and by expenditure classification) and a <u>budget</u> <u>overview</u> that briefly describes the program and changes from the previous fiscal year. All sources of revenues are included (i.e. General Funds, federal funds, miscellaneous revenue, and any other fund source).

For the college and universities, postsecondary career technical education and agricultural research and extension, supplemental information is provided including personnel costs summarized by type of position. The college and universities' reports contain information about appropriated funds, which only include state General Funds, endowment funds, and appropriated student fees.

IMPACT

Approval of the budgets establishes agency and institutional fiscal spending plans for FY 2021 and allows the agencies and institutions to continue operations from FY 2020 into FY 2021.

Attachment 1 – Charts - FY 2021 General Funds by Program Attachment 2 – Office of the State Board of Education Operating Budget Attachment 3 – Idaho Public Television Operating Budget Attachment 4 – Division of Vocational Rehabilitation Operating Budget Attachment 5 – Charts - FY 2021 Appropriated Funds Budget by Function Attachment 6 – College and Universities Summary of Appropriated Budget Attachment 7 – Boise State University FY 2021 Budget Overview Attachment 8 – Boise State University Appropriated Budget Attachment 9 – Boise State University Salary Changes Attachment 10 – Idaho State University FY 2021 Budget Overview Attachment 11 – Idaho State University Appropriated Budget Attachment 12 - Idaho State University Salary Changes Attachment 13 – University of Idaho FY 2021 Budget Overview Attachment 14 – University of Idaho Appropriated Budget Attachment 15 – University of Idaho Salary Changes Attachment 16 – Lewis-Clark State College FY 2021 Budget Overview Attachment 17 – Lewis-Clark State College Appropriated Budget Attachment 18 – Lewis-Clark State College Salary Changes Attachment 19 – Charts - FY 2021 Budgeted Positions by Type Attachment 20 – College and Universities Personnel Costs Attachment 21 – Career Technical Education FY 2021 Budget Overview Attachment 22 – Career Technical Education Appropriated Budget Attachment 23 – Agricultural Research & Extension FY 2021 Budget Overview Attachment 24 – Agricultural Research & Extension Appropriated Budget Attachment 25 – Agricultural Research & Extension Personnel Costs Attachment 26 – Health Education Programs Operating Budget Attachment 27 – Special Programs Operating Budget Attachment 28 – FY 2021 PBFAC Recommended Alteration and Repair Projects

STAFF COMMENTS AND RECOMMENDATIONS

The timeline for developing these reports did not allow for incorporating the 5% additional holdback announced by the Governor. The operating budgets for the institutions will be provided to the Board in October where the 5% reduction and any further reduction would be incorporated. Operating budgets were developed according to legislative intent and/or Board guidelines. There was funding for a 2% ongoing Change in Employee Compensation (CEC) in FY 2021. According to guidance from the Division of Financial Management, the CEC will not be implemented and the savings from not implementing the CEC can be used toward the overall budget reductions.

Representatives from the institutions will be available to answer specific questions.

Attachment 20 presents a system-wide summation of personnel costs by institution, by classification and also includes the number of new positions added

at each institution. Board policy requires prior Board approval for the following positions:

- Salaries for new appointments to dean, associate/assistant dean, vice president and equivalent positions above the College and University Professional Association for Human Resources (CUPA-HR) median rate for such positions. (II.F.2.b.)
- Any position at a level of vice-president (or equivalent) and above, regardless of funding source. (II.B.3.a.)
- The initial appointment of an employee to any type of position at a salary that is equal to or higher than 75% of the chief executive officer's annual salary. (II.B.3.b.)
- The employment agreement of any head coach or athletic director (at the institutions only) longer than three years, or for a total annual compensation amount of \$350,000 or higher, and all amendments thereto. (II.B.3.c.)
- Non-classified employee contracts (other than for athletic directors or coaches) over one year. (II.F.1.b.v.)

All other hiring authority has been expressly delegated to the presidents. Therefore, Board review of the operating budgets is the best opportunity for the Board to see the number of new positions added year-over-year.

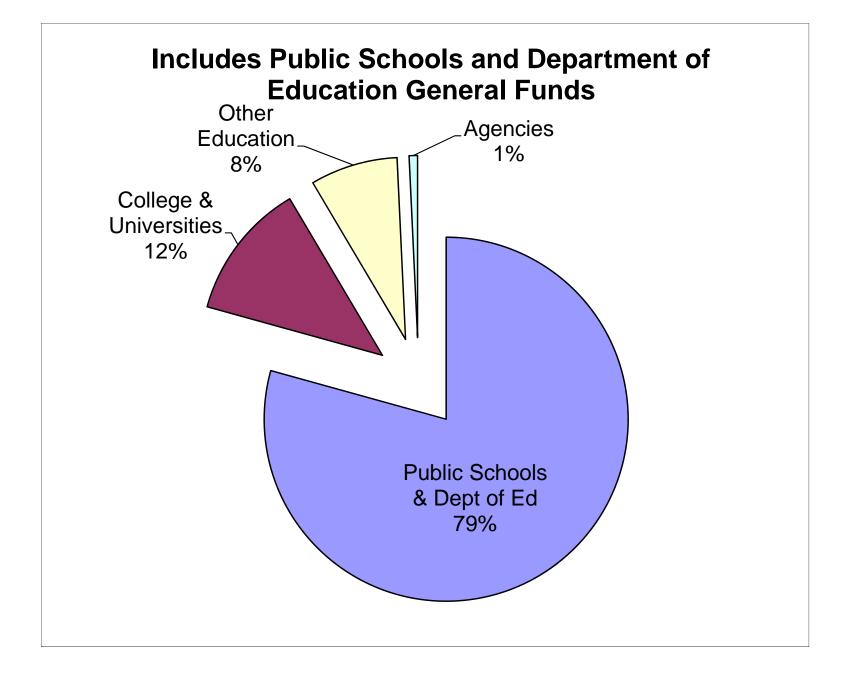
For informational purposes only, the list of FY 2021 maintenance (Alteration and Repair) projects recommended by the Permanent Building Fund Advisory Council is included in Attachment 28.

Staff recommends approval.

BOARD ACTION

I move to approve the FY 2021 operating budgets for the Office of the State Board of Education, Idaho Public Television, Division of Vocational Rehabilitation, College and Universities, Career Technical Education, Agricultural Research and Extension Service, Health Education Programs and Special Programs, as presented in Attachments 1-27.

Moved by _____ Seconded by _____ Carried Yes _____ No ____



OFFICE OF THE STATE BOARD OF EDUCATION

FY 2021 Operating Budget

1		FY 2020 BUDGET	FY 2021 BUDGET	PERCENT of CHANGE
	ost Center:			
3	Office of the State Board of Education			
4	Management Services	3,118,800	2,832,100	-9.19%
5	Charter School Commission	529,700	532,800	0.59%
6	College and Career	455,800	452,200	-0.79%
7	Academic Services	1,311,300	1,161,900	-11.39%
8	Research Services	612,900	612,100	-0.13%
9	Fiscal Services	585,700	542,900	-7.31%
10	IT and Data Management		2,684,800	100.00%
11	Scholarship Programs	28,206,800	28,107,900	-0.35%
12	System Wide Needs	2,252,600	2,202,600	-2.22%
13	Total Programs	37,073,600	39,129,300	5.54%
	Ind Source:			
14 Dyi t 15	General Fund - OSBE	5,443,500	5,152,800	-5.34%
	General Fund - Charter Commission	171,600	171,600	0.00%
16 17	General Fund - IT and Data Management	0	2,669,800	0.0078 N/A
17	General Fund - Scholarships	15,231,800	22,232,600	45.96%
18	Federal Funds	13,231,000	22,232,000	40.90% N/A
20	Federal Funds - GEARUP	4,525,000	4,525,300	0.01%
20	Miscellaneous Revenue	483,200	331,100	-31.48%
21	Miscellaneous Charter Authorizer Fees	358,100	361,200	0.87%
22	Miscellaneous IT and Data Management	000,100	15,000	100.00%
23	Miscellaneous - Opportunity Fund	7,450,000	350,000	-95.30%
25	Miscellaneous - Postsecondary Credit	1,000,000	1,000,000	0.00%
26	Systemwide Needs	2,252,600	2,202,600	-2.22%
20	Indirect Cost Recovery Fund	157,800	117,300	-25.67%
28	Total Funds	37,073,600	39,129,300	5.54%
29 By Ex	penditure Classification:			
30	Personnel Costs	3,549,600	5,503,600	55.05%
31	Operating Expenditures	5,501,500	5,657,800	2.84%
32	Capital Outlay	54,600	0	-100.00%
33	Trustee/Benefit Payments	27,967,900	27,967,900	0.00%
34	Lump Sum	0	0	N/A
35	Total Expenditures	37,073,600	39,129,300	5.54%
з6 Full T	ïme Positions	36.60	54.60	49.18%

37 Budget Overview

³⁸ The Office of the State Board of Education received a 2% ongoing CEC as well as a small decrease in sick leave ³⁹ benefits, contract inflation, and a large decrease for Risk Management related to cyber security. OSBE recieved ⁴⁰ increases in one-time spending authority for Miscellaneous Funds for INL and Lumina grant. This budget also

41 includs a 2% ongoing budget reduction.

42

The Legislature moved 18 FTP and \$2,669,800 in ongoing general funds and \$15,000 in one-time Miscellaneous Funds to OSBE for IT and Data Management.

⁴⁵ \$7,000,000 ongoing general funds were added to Scholarships and Grants for the Opportunity Scholarship with a
 ⁴⁶ corresponding decrease in the spending authority for the Opportunity Fund.

IDAHO PUBLIC TELEVISION FY 2021 Operating Budget

			F Y 2020 BUDGET (1)	FY 2021 BUDGET	PERCENT of CHANGE
1 By	y Program:				
2	Delivery System and Administration:				
3	Technical Services		2,282,450	1,675,859	-26.58%
4	Administration		1,504,800	1,402,518	-6.80%
5	Educational Content:				
6	Programming Acquisitions		1,846,458	1,814,906	-1.71%
7	IdahoPTV Productions		1,748,006	1,567,582	-10.32%
8	Special Productions/Projects	(2)	36,200	272,340	652.32%
9	Communications		1,034,596	992,022	-4.11%
10	Development		1,080,390	1,057,872	-2.08%
11 T C	otal Programs		9,532,900	8,783,100	-7.87%
12					
13 B y	y Fund Source:				
14	General Fund - PC/OE		2,638,200	2,678,300	1.52%
15	General Fund - Capital (One-Time)		225,600	-	-100.00%
	Tech/Infrastructure Stabilization Fund		400,000	-	-100.00%
16	Federal Funds		49,400	50,000	1.21%
17	Local Funds		6,183,500	5,782,460	-6.49%
18	Special Productions/Projects	(2)	36,200	272,340	652.32%
19 To	otal Funds		9,448,600	8,783,100	-7.04%
20					
21 B y	y Expenditure Classification:				
22	Personnel Costs		5,142,000	5,221,100	1.54%
23	Operating Expenditures:				
24	Communication & Programming		1,589,324	1,589,591	0.02%
25	Employee Development & Travel	(3)	227,341	204,150	-10.20%
26	Professional, Admin & Other Services		422,815	444,639	5.16%
27	Supplies, R&M Services	(4)	402,450	359,539	-10.66%
28	Utilities and Gas	(5)	187,150	166,050	-11.27%
29	Leases and Rentals		569,730	561,082	-1.52%
30	Miscellaneous	(6)	211,490	236,949	12.04%
31 To	otal Operating Expenditures		3,610,300	3,562,000	-1.34%
32	Capital Outlay	(7)	780,600	-	-100.00%
³³ То	otal Expenditures		9,532,900	8,783,100	-7.87%
34					
35 F1	TP Count		69.48	69.48	0.00%
36					

37 Notes:

38 FY 2020 budget per SB 1155; FY 2021 budget per HB 579

39 (1) SFY 2020 reflects the reduction impacts of HB 557 and EO 2020-05 from IdahoPTV's orginal appropriation.

40 (2) Increase in special projects due to the Covid-19 pandemic and other one-time production costs.

41 (3) Reduction in travel costs due to the Covid-19 pandemic.

42 (4) Reduction in supplies and repairs & maintenance due to reductions in IdahoPTV's appropriation.

43 (5) Adjusting utilities budget to historical averages.

44 (6) Increase due to timing of bank and investment charges and an increase in SWCAP.

45 (7) No appropriation for capital in SFY 2021

DIVISION OF VOCATIONAL REHABILITATION

FY 2021 Operating Budget

1			FY 2020 BUDGET	FY 2021 BUDGET	PERCENT of CHANGE
2 By P i	rogram:	-			
3	Vocational Rehabilitation		23,941,800	24,154,000	0.89%
4	Comm. Supp. Employ. Work Svcs. (CSE)		4,442,200	3,591,000	-19.16%
5	Council for the Deaf & Hard of Hearing		371,400	373,700	0.62%
6					
7	Total Programs	-	28,755,400	28,118,700	-2.21%
8 Bv Fi	und Source:				
9	General Fund		8,874,000	8,125,600	-8.43%
10	Federal Funds		17,767,800	17,868,800	0.57%
11	Miscellaneous Revenue		971,700	981,600	1.02%
12	Dedicated Funds		1,141,900	1,142,700	0.07%
13	Total Funds	-	28,755,400	28,118,700	-2.21%
14 Bv E X	penditure Classification:				
15	Personnel Costs		10,946,000	11,080,200	1.23%
16	Operating Expenditures		, ,	, ,	
17	Communications		252,200	252,200	0.00%
18	Employee Dev./Memberships		49,800	49,800	0.00%
19	Professional & General Services	[1]	891,900	935,000	4.83%
20	Travel		166,100	166,100	0.00%
21	Supplies & Insurance		119,700	119,700	0.00%
22	Rents	[2]	609,400	619,000	1.58%
23	Other		160,800	160,800	0.00%
24	Total Operating Expenditures	-	2,249,900	2,302,600	2.34%
25	Capital Outlay	[3]	96,700	42,800	-55.74%
26	Trustee/Benefit Payments	[4]	15,462,800	14,693,100	-4.98%
27	Total Expenditures	-	28,755,400	28,118,700	-2.21%
	Time Positions		150.00	150.00	0.00%

Budget Overview

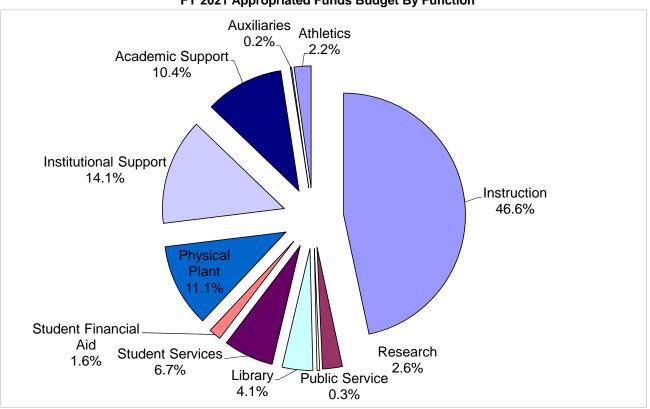
²⁹ FY20 Funded with HB237, FY21 Funded with HB605

³⁰ [1] ITS increases for servers, licensing, and operationg costs

³¹ [2] Inflationary costs for building leases

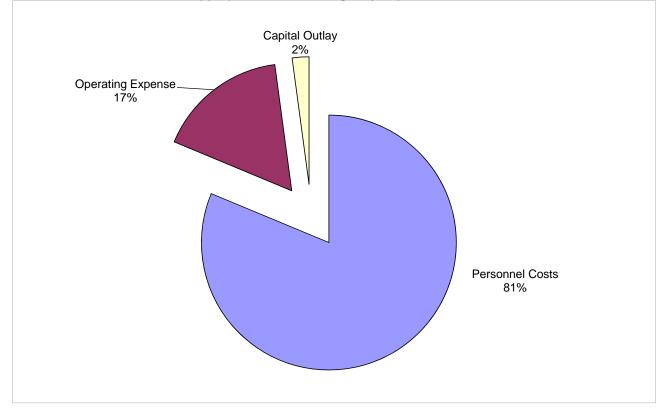
32 [3] Computers and Related Equip

³³ [4] Transfer of EES funding to H&W to provide match funds in order to implement vendor rate increases



COLLEGE & UNIVERSITIES FY 2021 Appropriated Funds Budget By Function

FY 2021 Appropriated Funds Budget By Expenditure Classification



COLLEGE & UNIVERSITIES SUMMARY

Budget Distribution by Activity and Expense Class

July 1, 2020 - June 30, 2021 Appropriated Funds

		FY2020 Origina	l Budaet	FY2021 Original Budget		Changes from		
	-	Amount	% of Total	Amount	% of Total	Amount	% Chge	
Reve	nue by Source						U	
1 \$	State General Account - ongoing	\$299,534,700	50.70%	\$299,836,900	51.98%	\$302,200	0.10%	
2 \$	State General Account - one time	0	0.00%	0	0.00%	0	0.00%	
-	State Endowments	17,236,400	2.92%	18,670,200	3.24%	1,433,800	8.32%	
	Millennium Fund/Economic Recovery	0	0.00%	531,000	0.09%	531,000	0.00%	
	Student Tuition and Fees	274,051,900	46.38%	257,762,500	44.69%	(16,289,400)	-5.94%	
6 -	Total Operating Revenues	\$590,823,000	100.00%	\$576,800,600	100.00%	(\$14,022,400)	-2.37%	
Evne	enses							
	By Function:							
7	Instruction	\$283,780,565	46.60%	\$267,765,371	46.64%	(\$16,015,194)	-5.64%	
8	Research	16,345,415	2.68%	15,186,615	2.65%	(1,158,800)	-7.09%	
9	Public Service	1,863,484	0.31%	2,001,740	0.35%	138,256	7.42%	
10	Library	25,366,185	4.17%	23,330,773	4.06%	(2,035,412)	-8.02%	
11	Student Services	40,410,513	6.64%	38,235,958	4.00 <i>%</i> 6.66%	(2,174,555)	-5.38%	
12	Student Financial Aid	13,449,166	2.21%	9,340,644	1.63%	(4,108,522)	-30.55%	
13		67,044,014	11.01%	63,581,153	11.08%	(3,462,861)	-5.17%	
14	Physical Plant Institutional Support		14.62%		14.10%	(, , ,	-9.05%	
		89,013,985		80,961,969		(8,052,016)		
15	Academic Support	58,018,340	9.53%	59,747,110	10.41%	1,728,770	2.98%	
16	Auxiliaries	172,866	0.03%	1,025,528	0.18%	852,662	493.25%	
17	Athletics	13,470,664	2.21%	12,900,939	2.25%	(569,725)	-4.23%	
18 -	Fotal Bdgt by Function	\$608,935,197	100.00%	\$574,077,800	100.00%	(\$34,857,397)	-5.72%	
40.								
	By Expense Class:							
20	Personnel Costs:							
21	Salaries:	\$400 0F0 00F	07 000/	\$404 440 F07	00.400/		0.450/	
22	Faculty	\$166,358,965	27.32%	\$161,113,527	28.16%	(\$5,245,438)	-3.15%	
23	Executive/Admin	23,376,466	3.84%	22,487,116	3.93%	(889,350)	-3.80%	
24	Managerial/Prof	96,958,931	15.92%	95,125,562	16.63%	(1,833,369)	-1.89%	
25	Classified	50,366,051	8.27%	46,707,265	8.16%	(3,658,786)	-7.26%	
26	Grad Assist	13,918,024	2.29%	12,709,322	2.22%	(1,208,702)	-8.68%	
27	Irregular Help	6,640,798	1.09%	6,077,532	1.06%	(563,266)	-8.48%	
28	Total Salaries	\$357,619,235	58.73%	\$344,220,324	60.16%	(\$13,398,911)	-3.75%	
29	Personnel Benefits	125,524,651	20.61%	120,778,956	21.11%	(4,745,695)	-3.78%	
30	Total Pers Costs	\$483,143,886	79.34%	\$464,999,280	81.27%	(\$18,144,606)	-3.76%	
31	Operating Expense:							
32	Travel	1,709,321	0.28%	1,425,910	0.25%	(283,411)	-16.58%	
33	Utilities	15,100,420	2.48%	13,990,486	2.45%	(1,109,934)	-7.35%	
34	Insurance	3,530,762	0.58%	3,521,795	0.62%	(8,967)	-0.25%	
35	Other Oper. Exp	91,537,877	15.03%	76,049,419	13.29%	(15,488,458)	-16.92%	
36	Total Oper. Exp	\$111,878,380	18.37%	\$94,987,610	16.60%	(\$16,890,770)	-15.10%	
		· · ·		,		<u> </u>	. <u> </u>	
37	Capital Outlay:					·=		
38	Depart Equipment	1,444,402	0.24%	1,362,919	0.24%	(81,483)	-5.64%	
39	Library Acquisitions	12,468,529	2.05%	10,816,713	1.89%	(1,651,816)	-13.25%	
40	Total Cap Outlay	\$13,912,931	2.28%	\$12,179,632	2.13%	(\$1,733,299)	-12.46%	
41 -	Fot Bdgt by Exp Class	\$608,935,197	100.00%	\$572,166,522	100.00%	(\$36,768,675)	-6.04%	
42	One-time 27th Payroll (GF)	\$0		\$0		\$0		
43	One-time Capital Outlay	\$0		\$0		\$0 \$0		
44	One-time Other	\$0 \$0		\$4,807,978		\$4,807,978		
45 /	Activity Total	\$608,935,197		\$576,974,500		(\$31,960,697)	-5.25%	
46 -	TOTAL FTE POSITIONS	4,942.04		4,746.74		(195.30)	-3.95%	
47 I	Budget Deficit - reserve funds	(18,112,197)		(173,900)				

BOISE STATE UNIVERSITY FY2021 BUDGET OVERVIEW Appropriated Funds

FY 2020 Base Operating Budget (excl. one-time)	\$233,000,000
Adjustments to Base from State General Funds: Personnel Benefits State Risk Management / Controller's Fees / IT Fees CEC Change in Employee Compensation (Postponed) CEC Pay Structure Adjustment Enrollment Workload Adjustment Occupancy Costs Spending Reset	(573,600) 200,000 1,631,800 5,200 2,831,300 392,700 (2,104,000)
NET CHANGE IN BASE STATE FUNDING	\$2,383,400
Adjustments from Tuition and Fees: 10% decline in campus-based program enrollment Increase in online program enrollment	(11,483,400) 3,100,000
NET CHANGE IN BASE TUITION AND FEES	(\$8,383,400)
One-time Funds	\$8,000,000
FY2021 OPERATING BUDGET	\$235,000,000

Boise State's FY2021 proposed operating budget of \$235,000,000 will be funded through \$108 million in state general fund, \$119 million in student tuition and fees, and \$8 million in one-time funds. These one-time funds include salary savings from furloughs and a hiring freeze as well as federal Coronavirus Aid, Relief, and Economic Security (CARES) Act funding and unspent prior year tuition revenue. Included in this proposed budget is \$1.6 million in state general funds for a 1% CEC which has been postponed indefinitely by the State of Idaho. These CEC funds will be held in reserve.

It is anticipated that additional state budget reductions will be enacted in FY21 which will require Boise State to respond accordingly. In addition, enrollment remains a significant unknown in the proposed budget plan.

BOISE STATE UNIVERSITY

Budget Distribution by Activity and Expense Class July 1, 2020 - June 30, 2021

Appropriated Funds

		FY2020 Origin	al Budget	FY2021 Original Budget		Changes Prior Ye	
	=	Amount	% of Total	Amount	% of Total	Amount	% Chge
	nue by Source	• · · · · · · · · · · · ·		•			
	State General Account - ongoing	\$105,196,800	45.15%	\$107,580,200	45.78%	\$2,383,400	2.27%
	State General Account - one time		0.00%	0	0.00%	0	0.00%
-	State Endowments	,	0.00% 0.00%		0.00% 0.00%	0	0.00% 0.00%
	Villennium Fund/Economic Recovery Student Tuition and Fees	127,803,200	0.00% 54.85%	127,419,800	0.00% 54.22%	(383,400)	-0.30%
	Fotal Operating Revenues	\$233,000,000	100.00%	\$235,000,000	100.00%	\$2,000,000	0.86%
Expe	nses						
	By Function:						
7	Instruction	\$117,550,526	50.45%	\$119,268,495	50.75%	\$1,717,969	1.46%
8	Research	5,641,264	2.42%	5,447,746	2.32%	(193,518)	-3.43%
9	Public Service	1,490,066	0.64%	1,779,365	0.76%	289,299	19.42%
10	Library	8,273,475	3.55%	8,149,819	3.47%	(123,656)	-1.49%
11	Student Services	15,734,426	6.75%	14,564,839	6.20%	(1,169,587)	-7.43%
12	Student Financial Aid	1,700,000	0.73%	2,100,000	0.89%	400,000	23.53%
13	Physical Plant	18,551,262	7.96%	20,150,561	8.57%	1,599,299	8.62%
14	Institutional Support	34,216,299	14.69%	29,389,846	12.51%	(4,826,453)	-14.11%
15	Academic Support	26,790,482	11.50%	31,097,129	13.23%	4,306,647	16.08%
16	Auxiliaries		0.00%		0.00%	0	0.00%
17	Athletics _	3,052,200	1.31%	3,052,200	1.30%	0	0.00%
18 1	Fotal Bdgt by Function =	\$233,000,000	100.00%	\$235,000,000	100.00%	\$2,000,000	0.86%
19 I	By Expense Class:						
20	Personnel Costs:						
21	Salaries:						
22	Faculty	\$65,180,155	27.97%	\$68,509,289	29.36%	\$3,329,134	5.11%
23	Executive/Admin	8,837,502	3.79%	8,713,330	3.73%	(124,172)	-1.41%
24	Managerial/Prof	42,214,757	18.12%	44,726,472	19.17%	2,511,715	5.95%
25	Classified	12,419,327	5.33%	12,718,436	5.45%	299,109	2.41%
26	Grad Assist	5,520,459	2.37%	5,473,949	2.35%	(46,510)	-0.84%
27	Irregular Help	883,115	0.38%	676,976	0.29%	(206,139)	-23.34%
28	Total Salaries	\$135,055,315	57.96%	\$140,818,452	60.34%	\$5,763,137	4.27%
29	Personnel Benefits	47,950,299	20.58%	49,292,882	21.12%	1,342,583	2.80%
30	Total Pers Costs	\$183,005,614	78.54%	\$190,111,334	81.46%	\$7,105,720	3.88%
31	Operating Expense:						
32	Travel	\$0	0.00%	\$0	0.00%	0	0.00%
33	Utilities	4,771,741	2.05%	4,854,860	2.08%	83,119	1.74%
34	Insurance	1,253,764	0.54%	1,253,764	0.54%	0	0.00%
35	Other Oper. Exp	40,456,229	17.36%	33,690,825	14.44%	(6,765,404)	-16.72%
36	Total Oper. Exp	\$46,481,734	19.95%	\$39,799,449	17.05%	(\$6,682,285)	-14.38%
37	Capital Outlay:						
38	Depart Equipment	\$217,865	0.09%	\$262,630	0.11%	44,765	20.55%
39	Library Acquisitions	3,294,787	1.41%	3,194,787	1.37%	(100,000)	-3.04%
40	Total Cap Outlay	\$3,512,652	1.51%	\$3,457,417	1.48%	(\$55,235)	-1.57%
41 1	Fot Bdgt by Exp Class	\$233,000,000	100.00%	\$233,368,200	100.00%	\$368,200	0.16%
42	One-time 27th Payroll (GF)	\$0		\$0		\$0	
43	One-time Capital Outlay	\$ 0		\$ 0		\$0	
44	Unallocated CEC + Target Positi	\$0		\$1,631,800		\$1,631,800	
45 /	Activity Total	\$233,000,000		\$235,000,000		\$2,000,000	0.86%
46	TOTAL FTE POSITIONS	1,782.67		1,849.13		66.46	3.73%

BOISE STATE UNIVERSITY

Summary of Salary Changes for FY2021 by Employee Group

			Existing	Positions					Position A	djustments	-	Fotal	
	FY2020	FY2020		Salary Adju	stments		FY2020				FY2021	FY2021	-
Institution/Agency by Group	FTE	Salary Base	Promotion	Perf/Exp/Merit	Equity	Total	Salary Base	% Incr	FTE	Salary	FTE	Salary Base	% change
General Education (Approp Only)													-
Faculty													
Professor	188.10	\$18,184,454	\$140,000			140,000	\$18,324,454	0.8%	8.92	844,632	197.02	\$19,169,086	5.4%
Associate Professor	218.44	\$18,174,854	\$133,000			133,000	\$18,307,854	0.7%	8.02	773,906	226.46	\$19,081,760	5.0%
Assistant Professor	189.63	\$14,764,798				0	\$14,764,798	0.0%	9.22	1,092,372	198.85	\$15,857,170	7.4%
Instr/Lect	138.00	\$6,762,824	\$17,000		\$3,618	20,618	\$6,783,442	0.3%	2.28	199,645	140.28	\$6,983,086	3.3%
Part-Time Instructor	0.00	\$7,552,101				0	\$7,552,101	0.0%	0.00	(133,914)	0.00	\$7,418,187	-1.8%
Total Faculty	734.17	\$65,439,031	\$290,000	0	\$3,618	293,618	\$65,732,649	0.4%	28.44	2,776,641	762.61	\$68,509,290	4.7%
Executive/Administrative	51.10	\$8,837,502				0	\$8,837,502	0.0%	-1.81	(124,171)	49.29	\$8,713,330	-1.4%
Managerial/Professional	647.48	\$42,214,757		80,876		80,876	\$42,295,633	0.2%	39.90	2,430,839	687.38	\$44,726,472	5.9%
Classified	349.92	\$12,419,327		40,709		40,709	\$12,460,036	0.3%	-0.06	258,400	349.86	\$12,718,436	2.4%
Student/Teaching Assistant	0.00	\$5,520,459				0	\$5,520,459	0.0%	0.00	(46,510)	0.00	\$5,473,949	-0.8%
Irregular Help	0.00	\$624,240				0	\$624,240	0.0%	0.00	52,736	0.00	\$676,976	8.4%
Total	1,782.67	\$135,055,315	\$290,000	121,585	\$3,618	415,203	\$135,470,518	0.3%	66.47	\$5,347,935	1,849.14	\$140,818,453	4.3%

IDAHO STATE UNIVERSITY

FY2021 Budget Overview

In Spring 2019, Idaho State University began implementing a multi-year process of developing a new all funds budget model that aligns with the university's financial statements, increases trust and transparency in budget development and administration, and fosters innovation and stewardship.

In Fall 2019, the university completed a reset of base expenditure budgets, setting a rational foundation for FY2021 budget development. From December 2019 through May 2020, the university engaged all units in an iterative and collaborative budget development process for FY2021 that incorporated revenue and expenditure budgets for all university funds. This process included regular campus communications and updates, all-campus campus forums, meetings with deans, faculty and staff within colleges and departments, and ongoing Leadership Council discussions.

The FY2020 budget planned for a \$6 million deficit. As shared with the State Board of Education in June 2019, Idaho State University planned to utilize reserves over several years as it works to stabilize enrollments and develop a sustainable budget model. The FY2020 deficit was compounded by 2% recission in general fund appropriation while revenues from enrollments were less than expected. The FY 2021 budget planning guidance assumed the FY2020 reset expenditure budgets were funded at appropriate levels and the units were asked to limit increases in expenditures where possible. Under this scenario, prior to corrective action, we expected to see an approximate \$11 million dollar deficit in the FY2021 budget.

The initial proposed budgets for FY2021 resulted in a \$11.7 million deficit and an additional 5%, or \$4.1 million, hold back in general fund appropriation was signaled by the State of Idaho. All units were then charged with developing budget reduction scenarios. These scenarios were discussed and reviewed by Leadership Council, with recommendations going to Administrative Council for review and approval.

The budget presented herewith reflects the collective efforts, strategic thinking, and mission focus of the ISU community. ISU's FY2021 budget reflects substantive progress toward long-term fiscal sustainability, even in the face of extraordinary circumstances related to the COVID-19 pandemic. More than \$11.39 million of permanent expenditure reductions were proposed and accepted. \$9.85 million will be realized in FY2021; due to timing requirements of faculty and other contract notifications, the additional \$1.45 million will be realized in FY2022. At the same time, the university is investing \$1.14 million in strategic initiatives in FY2021 that are anticipated to bring in more than \$1.2 million in new revenues. These budget actions will eliminate the structural deficit by FY2022. To address one-time budget challenges in FY2021 related to COVID-19, ISU will be centralizing salary savings and implementing a mandatory furlough program.

The FY2021 appropriated budget reflects an initial deficit of \$173,900 *prior* to an anticipated 5% appropriation holdback. After factoring in this adjustment in appropriation, the FY2021 budget reflects a deficit of \$2,792,100. This deficit will be covered by institutional cash reserves in FY2021, and will be resolved in FY2022 by additional \$1.45 million in budget reductions and \$1.34 in additional revenue from program investments.

The following table illustrates the change in Idaho State University's base appropriation for FY2021.

FY2021 Appropriated Budget Summary of Changes

Base Appropriation (excluding one-time)	\$	140,768,700
Adjustments to Base:		
Personnel Benefits		(389,800)
Risk Management/Controller's/Attorney's Fees		105,000
Change in Employee Compensation		1,369,800
Compensation for Select Positions		123,000
Enrollment Workload Adjustment		(385,700)
Occupancy Costs		4,500
Endowment Funds		205,100
2% Rescission		(1,644,400)
Net Change in Base State Funding	(\$	612,500)
Net Change in Base Tuition and Fees	(\$	952,900)
FY2021 Adjusted Base	\$	139,203,300

IDAHO STATE UNIVERSITY

Budget Distribution by Activity and Expense Class July 1, 2020 - June 30, 2021

y 1, 2020 - June 30, 202 Appropriated Funds

		FY2020 Origina	al Budget	FY2021 Original Budget		Changes Prior Ye	
	-	Amount	% of Total	Amount	% of Total	Amount	% Chge
	enue by Source						
	State General Account - ongoing	\$82,220,400	58.41%	\$81,350,500	58.44%	(\$869,900)	-1.06%
	State General Account - one time	0	0.00%	0	0.00%	0	0.00%
	State Endowments	4,007,400	2.85%	4,264,800	3.06%	257,400	6.42%
	Aillennium Fund/Economic Recovery	0	0.00%	0	0.00%	0	0.00%
	Student Tuition and Fees Total Operating Revenues	54,540,900 \$140,768,700	<u>38.75%</u> 100.00%	53,588,000 \$139,203,300	<u>38.50%</u> 100.00%	(952,900) (\$1,565,400)	<u>-1.75%</u> -1.11%
01	otal Operating Revenues	\$140,700,700	100.0078	ψ139,203,300	100.0078	(\$1,505,400)	-1.11/0
-	enses						
	By Function:	* • --	45 3 494	* ~~ ~~ ~~ ~~ ~~			0.400/
7	Instruction	\$67,162,358	45.74%	\$63,063,800	45.74%	(\$4,098,558)	-6.10%
8	Research	5,580,879	3.80%	4,856,300	3.52%	(724,579)	-12.98%
9	Public Service	0	0.00%	0	0.00%	0	0.00% 1.40%
10 11	Library Student Services	5,669,494 8,241,007	3.86% 5.61%	5,749,000 8,372,800	4.17% 6.07%	79,506 131,793	1.40%
12	Student Financial Aid	5,695,122	3.88%	5,699,100	4.13%	3,978	0.07%
13	Physical Plant	20,184,045	13.75%	18,372,500	13.32%	(1,811,545)	-8.98%
14	Institutional Support	17,089,560	11.64%	14,708,200	10.67%	(2,381,360)	-13.93%
15	Academic Support	12,579,383	8.57%	12,482,200	9.05%	(97,183)	-0.77%
16	Auxiliaries	50,402	0.03%	39,600	0.03%	(10,802)	-21.43%
17	Athletics	4,579,947	3.12%	4,540,900	3.29%	(39,047)	-0.85%
	<u> </u>	· · · · · · · · · · · · · · · · · · ·		.,	0.2070	(00,011)	
18 1	otal Bdgt by Function	\$146,832,197	100.00%	\$137,884,400	100.00%	(\$8,947,797)	-6.09%
19 E 20 21	By Expense Class: Personnel Costs: Salaries:						
22	Faculty	\$39,515,243	26.91%	\$38,178,700	27.69%	(\$1,336,543)	-3.38%
23	Executive/Admin	6,156,947	4.19%	5,565,000	4.04%	(591,947)	-9.61%
24	Managerial/Prof	20,888,467	14.23%	19,572,200	14.19%	(1,316,267)	-6.30%
25	Classified	13,526,732	9.21%	12,772,300	9.26%	(754,432)	-5.58%
26	Grad Assist	2,601,810	1.77%	2,603,600	1.89%	1,790	0.07%
27	Irregular Help	4,151,206	2.83%	3,766,300	2.73%	(384,906)	-9.27%
28	Total Salaries	\$86,840,405	59.14%	\$82,458,100	59.80%	(\$4,382,305)	-5.05%
29	Personnel Benefits	30,449,873	20.74%	29,050,700	21.07%	(1,399,173)	-4.60%
30	Total Pers Costs	\$117,290,278	79.88%	\$111,508,800	80.87%	(\$5,781,478)	-4.93%
31	Operating Expense:						
32	Travel	\$849,658	0.58%	\$681,900	0.49%	(167,758)	-19.74%
33	Utilities	4,024,395	2.74%	3,682,100	2.67%	(342,295)	-8.51%
34	Insurance	758,567	0.52%	727,300	0.53%	(31,267)	-4.12%
35	Other Oper. Exp	20,205,966	13.76%	17,654,900	12.80%	(2,551,066)	-12.63%
36	Total Oper. Exp	\$25,838,586	17.60%	\$22,746,200	16.50%	(\$3,092,386)	-11.97%
37	Capital Outlay:						
38	Depart Equipment	\$626,675	0.43%	\$527,500	0.38%	(99,175)	-15.83%
39	Library Acquisitions	3,076,658	2.10%	3,101,900	2.25%	25,242	0.82%
40	Total Cap Outlay	\$3,703,333	2.52%	\$3,629,400	2.63%	(\$73,933)	-2.00%
41 1	ot Bdgt by Exp Class	\$146,832,197	100.00%	\$137,884,400	100.00%	(\$8,947,797)	-6.09%
42	One-time 27th Payroll (GF)	\$0		\$0		0	
43	One-time Capital Outlay	\$0		\$0		0	
44	Unallocated CEC + Target Positic	\$0		\$1,492,800		1,492,800	
45 /	Activity Total	\$146,832,197		\$139,377,200		(\$7,454,997)	-5.08%
46 1	TOTAL FTE POSITIONS	1,315.40		1,248.40		(67.00)	-5.09%
47 E	Budget Deficit - reserve funds	(\$6,063,497)		(\$173,900)			

IDAHO STATE UNIVERSITY

Summary of Salary Changes for FY2021 by Employee Group

Existing Positons							Positio	n Adjustments		Total		
		FY2020*			Salary Adjustment	S	FY2021					FY2020
Institution/Agency by Group	FTE	Salary Base	Promotion	Perf/Exp	Equity	Total	Salary	% Incr	FTE	Salary Base	FTE	Salary
General Education												
Faculty	522.50	37,225,586.00	178,531.00			178,531.00	37,404,117.00	0.48	-16.70	-1,136,775.00	505.80	\$36,267,342.00
Adjunct Faculty	0.00	2,289,657.00				0.00	2,289,657.00	0.00	0.00	-381,205.00	0.00	\$1,908,452.00
Executive/Administrative	37.21	6,156,947.00				0.00	6,156,947.00	0.00	-4.01	-586,287.00	33.20	\$5,570,660.00
Managerial/Professional	338.25	20,888,467.00				0.00	20,888,467.00	0.00	-25.25	-1,303,950.00	313.00	\$19,584,517.00
Classified	413.96	13,526,732.00				0.00	13,526,732.00	0.00	-17.56	-747,404.00	396.40	\$12,779,328.00
Teaching Assistant	0.00	2,601,810.00				0.00	2,601,810.00	0.00	0.00	-24,010.00	0.00	\$2,577,800.00
Irregular Salaries	0.00	4,151,206.00				0.00	4,151,206.00	0.00	0.00	-381,205.00	0.00	\$3,770,001.00
Total	1,311.92	\$86,840,405.00	\$178,531.00	\$0.0	0.00 0	\$178,531.00	\$87,018,936.00	0.21	-63.52	-\$4,560,836.00	1,248.40	\$82,458,100.00

UNIVERSITY OF IDAHO FY 2021 Budget Overview Appropriated Funds

FY 2020 Base Operating Budget (excl. one-time)	\$180,361,300
Adjustments to Base from State General Funds:	
Benefits	(469,300)
CEC (being held / not implemented)	1,403,900
General Inflation	1,300
Occupancy	3,400
Enrollment Workload Adjustment	(72,000)
Spending Reset	(1,889,400)
SWCAP	173,500
Idaho Law and Justice Learning Center Funding	(20,800)
Total Adjustments from State General Funds	(\$869,400)
Adjustments to Base from Tuition and Fees:	(\$14,474,300)
Adjustments to Base from Land Grant Endowments:	\$982,400
FY 2021 Base Operating Budget	\$166,000,000

The FY 2021 General Education operating budget totals \$166,000,000, a reduction of \$14,361,300 from FY 2020 driven primary by adjustments to estimated tuition and fee revenue. In setting the FY 2021 budget, the overall revenue budget was reset to reflect what was anticipated, prior to COVID-19, to be a realistic and sustainable total revenue amount. The adjustment to the tuition revenue budget takes into account tuition revenue shortfalls in FY 2019 and FY 2020 and anticipated revenue changes for FY 2021 and FY 2022 with the majority of these impacts due to shifting to full participation in the WUE program starting in FY 2019.

In order to bring expense budgets into alignment with the new reset revenue budget as well as to base fund benefit expenses being covered using one-time funding in FY 2020, university-wide FY 2021 base budget reduction targets totaling \$22,000,000 were set. These reduction targets were allocated to each executive level, allowing each executive leader to further distribute these reductions down to individual units in a manner that best preserved our ability to continue fulfilling our mission of teaching, research, discovery and service. These reductions have been fully implemented and are reflected in the FY 2021 budget.

Moving forward into FY 2021, we know that additional adjustments not reflected in our \$166M base budget will be needed. University leadership has already put together a plan to address the potential 5% one-time reduction in state general funds using CEC funding currently being held per the direction of Governor Little, DFM and DHR as well as one-time salary and benefit savings from mandatory furloughs. University leadership continues to monitor fall enrollment on a weekly basis. While we saw significant increases in applications and admissions, COVID-19 is anticipated to impact final enrollment figures although the extent of this impact is not yet known. We continue to work hard to convert our strong admissions pool to enrolled students, but at the same time stand ready to take action as needed to address tuition revenue shortfalls resulting from COVID-19.

Overall the FY 2021 base budget reflects a university-wide effort to reset our revenue estimates and spending plans to reflect a sustainable and realistic budget. While facing additional reductions as a result of COVID-19 is disheartening after the work that has been done to date, the university has shown its ability to take on historic budget challenges and will continue working together to meet the additional challenges ahead.

UNIVERSITY OF IDAHO

Budget Distribution by Activity and Expense Class July 1, 2020 - June 30, 2021

Appropriated Funds

		FY2020 Original Budget		FY2021 Origina	al Budget	Changes Prior Ye	
	-	Amount	% of Total	Amount	% of Total	Amount	% Chge
	nue by Source	• • • • • • • • • • • •		•		(*)	
	State General Account - ongoing	\$94,465,700	52.38%	\$93,596,300	56.38%	(\$869,400)	-0.92%
-	State General Account - one time	0	0.00%	0	0.00%	0	0.00%
	State Endowments	10,756,000	5.96%	11,738,400	7.07%	982,400	9.13%
	Aillennium Fund/Economic Recover	0	0.00%	0	0.00%	0	0.00%
	Student Tuition and Fees	75,139,600	41.66%	60,665,300	36.55%	(14,474,300)	-19.26%
61	otal Operating Revenues	\$180,361,300	100.00%	\$166,000,000	100.00%	(\$14,361,300)	-7.96%
Expe E	nses By Function:						
7	Instruction	\$82,003,730	42.71%	\$69,314,050	42.11%	(\$12,689,680)	-15.47%
8	Research	5,030,578	2.62%	4,882,569	2.97%	(148,009)	-2.94%
9	Public Service	0	0.00%	0	0.00%	0	0.00%
10	Library	10,017,294	5.22%	8,361,665	5.08%	(1,655,629)	-16.53%
11	Student Services	12,351,912	6.43%	11,694,625	7.11%	(657,287)	-5.32%
12	Student Financial Aid	5,088,444	2.65%	575,944	0.35%	(4,512,500)	-88.68%
13	Physical Plant	24,926,287	12.98%	21,436,988	13.02%	(3,489,299)	-14.00%
14	Institutional Support	32,322,612	16.83%	30,028,055	18.24%	(2,294,557)	-7.10%
15	Academic Support	15,671,479	8.16%	13,361,076	8.12%	(2,310,403)	-14.74%
16	Auxiliaries	111,064	0.06%	974,528	0.59%	863,464	777.45%
17	Athletics	4,476,600	2.33%	3,966,600	2.41%	(510,000)	-11.39%
18 T	otal Bdgt by Function	\$192,000,000	100.00%	\$164,596,100	100.00%	(\$27,403,900)	-14.27%
19 E 20	By Expense Class: Personnel Costs:						
21	Salaries:						
22	Faculty	\$51,158,692	26.65%	\$44,457,836	27.01%	(\$6,700,856)	-13.10%
23	Executive/Admin	6,980,269	3.64%	6,834,131	4.15%	(146,138)	-2.09%
24	Managerial/Prof	28,159,916	14.67%	25,563,844	15.53%	(2,596,072)	-9.22%
25	Classified	21,294,623	11.09%	18,337,845	11.14%	(2,956,778)	-13.89%
26	Grad Assist	5,795,755	3.02%	4,631,773	2.81%	(1,163,982)	-20.08%
27	Irregular Help	1,138,935	0.59%	870,843	0.53%	(268,092)	-23.54%
28	Total Salaries	\$114,528,190	59.65%	\$100,696,272	61.18%	(\$13,831,918)	-12.08%
29	Personnel Benefits	38,515,148	20.06%	34,440,644	20.92%	(4,074,504)	-10.58%
30	Total Pers Costs	\$153,043,338	79.71%	\$135,136,916	82.10%	(\$17,906,422)	-11.70%
31	Operating Expense:	A		A- () () ()			10 100
32	Travel	\$859,663	0.45%	\$744,010	0.45%	(115,653)	-13.45%
33	Utilities & Debt Service	5,416,284	2.82%	4,457,126	2.71%	(959,158)	-17.71%
34	Insurance	1,330,531	0.69%	1,352,831	0.82%	22,300	1.68%
35	Other Oper. Exp	25,107,238	13.08%	18,261,502	11.09%	(6,845,736)	-27.27%
36	Total Oper. Exp	\$32,713,716	17.04%	\$24,815,469	15.08%	(\$7,898,247)	-24.14%
37	Capital Outlay:						
38	Depart Equipment	\$508,862	0.27%	\$486,689	0.30%	(22,173)	-4.36%
39	Library Acquisitions	5,734,084	2.99%	4,157,026	2.53%	(1,577,058)	-27.50%
40	Total Cap Outlay	\$6,242,946	3.25%	\$4,643,715	2.82%	(\$1,599,231)	-25.62%
41 T	ot Bdgt by Exp Class	\$192,000,000	100.00%	\$164,596,100	100.00%	(\$27,403,900)	-14.27%
42	One-time 27th Payroll (GF)	\$0		\$0		\$0	
43	One-time Capital Outlay	\$0		\$0		\$0	
44	Unallocated CEC / Target Positic	\$0		\$1,403,900		\$1,403,900	
45 A	Activity Total	\$192,000,000		\$166,000,000		(\$26,000,000)	-13.54%
46 T	OTAL FTE POSITIONS	1,481.96		1,309.23		(172.73)	-11.66%
47 E	Budget Deficit: Holdbacks	(\$11,638,700)		\$0			

UNIVERSITY OF IDAHO

Summary of Salary Changes for FY2021 by Employee Group

	FY2020	Budget Book					Annual Sa	lary F	rocess						r Changes and n Adjustments		FY2021 Budget Bo	ok
						Salary Adjustments FY2			FY2021									
								A	cross the									
Institution/Agency by Group	FTE	Salary Base	Р	romotion	Merit	E	quity/Other *		Board	Total		Salary	% Incr	FTE	Salary Base	FTE	Salary	% Incr
General Education (U1)																-		
Faculty																		
Professor	144.79	\$ 16,541,770.00	\$	125,886.00	\$ -	\$	-	\$	-	\$ 125,886.00	\$	16,667,656.00	0.76%	(11.86)	\$ (1,854,738.00)	132.93	\$ 14,812,918.0	0 -10.45%
Associate Professor	160.56	14,292,978.00		117,057.00	-		-		-	117,057.00		14,410,035.00	0.82%	(7.13)	(1,010,169.00)	153.43	13,399,866.0	0 -6.25%
Assistant Professor	153.11	11,812,262.00		-	-		-		-	-		11,812,262.00	0.00%	(35.76)	(3,360,357.00)	117.35	8,451,905.0	0 -28.45%
Other	93.49	8,511,682.00		13,812.00	-		-		-	13,812.00		8,525,494.00	0.16%	(8.11)	(732,347.00)	85.38	7,793,147.0	0 -8.44%
Total Faculty	551.95	\$ 51,158,692.00	\$	256,755.00	\$ -	\$	-	\$	-	\$ 256,755.00	\$	51,415,447.00	0.50%	(62.86)	\$ (6,957,611.00)	489.09	\$ 44,457,836.0	0 -13.10%
Executive/Administrative	39.27	6,980,269.00		-	-		-		-	-		6,980,269.00	0.00%	(1.32)	(146,138.00)	37.95	6,834,131.0	0 -2.09%
Managerial/Professional	390.09	28,159,916.00		-	-		9,778.00		-	9,778.00		28,169,694.00	0.03%	(29.91)	(2,605,850.00)	360.18	25,563,844.0	0 -9.22%
Classified	500.65	21,294,623.00		-	-		19,573.00		-	19,573.00		21,314,196.00	0.09%	(78.64)	(2,976,351.00)	422.01	18,337,845.0	0 -13.89%
Teaching Assistant	-	5,795,755.00		-	-		-		-	-		5,795,755.00	0.00%	-	(1,163,982.00)	-	4,631,773.0	0 -20.08%
Irregular Help	-	1,138,935.00		-	-		-		-	-		1,138,935.00	0.00%	-	(268,092.00)	-	870,843.0	0 -23.54%
Total	1,481.96 \$	\$ 114,528,190.00	\$	256,755.00	\$ -	\$	29,351.00	\$	-	\$ 286,106.00	\$1	14,814,296.00	0.25%	(172.73)	\$ (14,118,024.00)	1,309.23	\$ 100,696,272.0	0 -12.08%

* Increases required for implementation of UI minimum hourly rate of \$13.38 per hour (\$14.05 per hour with shift differential) and exempt salary minimum of \$40,352.

LEWIS-CLARK STATE COLLEGE FY2021 BUDGET OVERVIEW Appropriated Funds

2021 State Budget Overview

FY 2020 Base Operating Budget (excl. one-time)	\$36,693,000
Adjustments to Base from State General Funds FY 2020 State Funds Base Personnel Benefits SWCAP CEC + Compensation for Select Positions (held / not implemented) Enrollment Workload Adjustment Career & Technical Bldg Occupancy Costs 2% Spending Reset FY 2021 Base State General Funds	\$17,651,800 (\$93,800) \$49,800 \$279,500 (\$531,000) \$306,700 <u>(\$353,100)</u> \$17,309,900
Net Decrease in Base State General Funds	(\$341,900)
Adjustments to Base from Endowment Funds FY 2020 Endowment Funds Normal School Endowment Fund Adjustment FY 2021 Base State Endowment Funds Net Increase in Endowment Funds	\$2,473,000 <u>\$194,000</u> \$2,667,000
Net increase in Endowment Funds	\$194,000
Adjustments to Base from Tuition Funds FY 2020 Tuition Base Budget FY 2021 Tuition Base Budget	\$16,568,200 \$16,089,400
Net Decrease in Tuition Budget	(\$478,800)
NET DECREASE IN ALL BASE FUNDS	(\$626,700)
FY 2021 All Funds Base Budget	\$36,066,300
One-Time HESF Stabilization Funds- Enrollment Workload Adj.	\$531,000
FY 2021 Operating Budget Incl. One-Time Funds	<u>\$36,597,300</u>
FY 2021 Operating Budget	<u>\$36,597,300</u>

General Fund (47.30%)	\$17,309,900
Normal School Endowment (7.29%)	\$2,667,000
Tuition (43.96%)	\$16,089,400
One-Time HESF Stabilization Funds (1.45%)	\$531,000

The FY2021 General Education operating budget totals \$36,597,300, a reduction of \$505,700 over the FY 2020 operating budget of \$37,103,000 (incl. one-time funds). State General Fund appropriations decreased by \$341,900 or 2.0% in permanent funding. Occupancy costs for the Career and Technical Education building, one time funding of \$531,000, SWCAP, and postponed CEC offsets the overall decrease. State Endowment appropriations increased \$194,000 from the FY2020 funding level. Budgeted revenue generated by student tuition, using flat enrollment to FY 2020, contributed to a decrease of \$478,800 or 2.8%.

In order to balance the FY 2021 budget, LCSC underwent two separate rounds of budget reductions. The first round, which was pre-COVID, concluded in early March 2020 and assisted in aligning the anticipated FY 2021 revenue and expenses. The reductions eliminated the need to use reserve funds, anticipated what was later realized as a loss of tuition revenue, and reduced expenses due to the Governor's 2% spending reset. Additionally, the reductions accounted for the loss of funding due to the enrollment workload adjustment.

The College completed a second round of post-COVID budget reductions in April/May 2020. These additional budget reductions and mandatory furloughs allow the College to be responsive to the Governor's 5% spending reduction, to fund faculty promotions internally, and to be prepared for anticipated enrollment declines that could be upwards of 20%.

Overall, the FY 2021 budget reflects a College wide effort to align anticipated revenue to expenses and to be responsive to uncertain economic conditions.

LEWIS-CLARK STATE COLLEGE

Budget Distribution by Activity and Expense Class

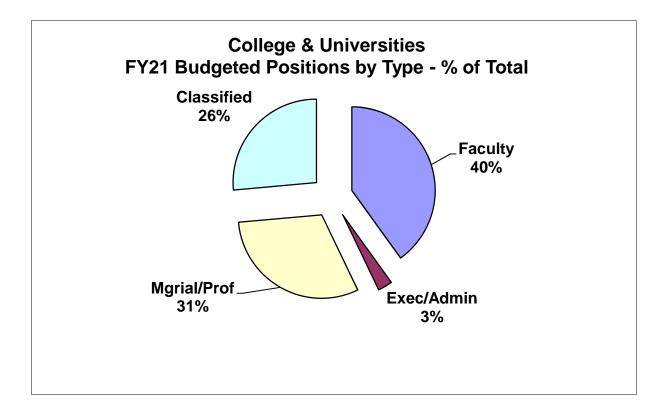
July 1, 2020 - June 30, 2021 Appropriated Funds

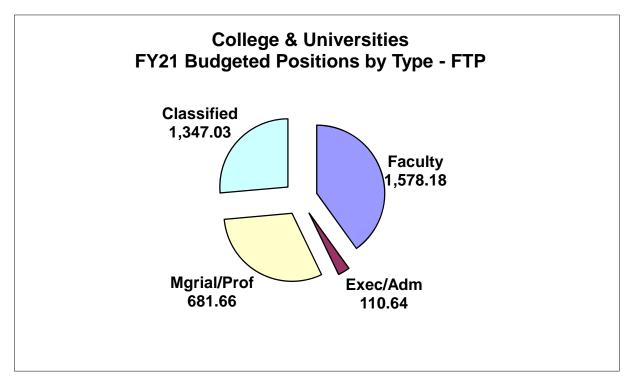
	FY2020 Origina	l Budget	FY2021 Origina	al Budget	Changes Prior Ye	
	Amount	% of Total	Amount	% of Total	Amount	% Chge
Revenue by Source						
1 State General Account - ongoing	\$17,651,800	48.11%	\$17,309,900	47.30%	(\$341,900)	-1.94%
2 State General Account - one time	0	0.00%	0.007.000	0.00%	0	0.00%
3 State Endowments	2,473,000	6.74%	2,667,000	7.29%	194,000	7.84%
4 Millennium Fund/Economic Recover 5 Student Tuition and Fees	16,568,200	0.00% 45.15%	531,000 16,089,400	1.45% 43.96%	531,000 (478,800)	0.00% -2.89%
6 Total Operating Revenues	\$36,693,000	100.00%	\$36,597,300	100.00%	(\$95,700)	-0.26%
Expenses						
By Function:						
7 Instruction	\$17,063,951	45.99%	\$16,119,026	44.04%	(\$944,925)	-5.54%
8 Research	92,694	0.25%	0	0.00%	(92,694)	-100.00%
9 Public Service	373,418	1.01%	222,375	0.61%	(151,043)	-40.45%
10 Library	1,405,922	3.79%	1,070,289	2.92%	(335,633)	-23.87%
11 Student Services	4,083,168	11.00%	3,603,694	9.85%	(479,474)	-11.74%
12 Student Financial Aid	965,600	2.60%	965,600	2.64%	0	0.00%
13 Physical Plant	3,382,420	9.12%	3,621,104	9.89%	238,684	7.06%
14 Institutional Support	5,385,514	14.52%	6,835,868	18.68%	1,450,354	26.93%
15 Academic Support	2,976,996	8.02%	2,806,705	7.67%	(170,291)	-5.72%
16 Auxiliaries	11,400	0.03%	11,400	0.03%	0	0.00%
17 Athletics	1,361,917	3.67%	1,341,239	3.66%	(20,678)	-1.52%
18 Total Bdgt by Function	\$37,103,000	100.00%	\$36,597,300	100.00%	(\$505,700)	-1.36%
19 By Expense Class:						
20 Personnel Costs:						
21 Salaries:						
22 Faculty	\$10,504,875	28.31%	\$9,967,702	27.45%	(\$537,173)	-5.11%
23 Executive/Admin	\$1,401,748	3.78%	\$1,374,655	3.79%	(27,093)	-1.93%
24 Managerial/Prof	\$5,695,791	15.35%	\$5,263,046	14.49%	(432,745)	-7.60%
25 Classified	\$3,125,369	8.42%	\$2,878,684	7.93%	(246,685)	-7.89%
26 Grad Assist		0.00%		0.00%	0 Ú	0.00%
27 Irregular Help	467,542	1.26%	763,413	2.10%	295,871	63.28%
28 Total Salaries	\$21,195,325	57.13%	\$20,247,500	55.75%	(\$947,825)	-4.47%
29 Personnel Benefits	8,609,331	23.20%	7,994,730	22.01%	(614,601)	-7.14%
30 Total Pers Costs	\$29,804,656	80.33%	\$28,242,230	77.76%	(\$1,562,426)	-5.24%
31 Operating Expense:						
32 Travel	\$0	0.00%	\$0	0.00%	0	0.00%
33 Utilities	888,000	2.39%	996,400	2.74%	108,400	12.21%
34 Insurance	187,900	0.51%	187,900	0.52%	0	0.00%
35 Other Oper. Exp	5,768,444	15.55%	6,442,192	17.74%	673,748	11.68%
36 Total Oper. Exp	\$6,844,344	18.45%	\$7,626,492	21.00%	\$782,148	11.43%
37 Capital Outlay:	004 000	0.050/	000 400	0.040/	(4.000)	E 0.00/
38 Depart Equipment39 Library Acquisitions	\$91,000 262,000	0.25%	\$86,100 363,000	0.24%	(4,900)	-5.38%
, ,	<u>363,000</u> \$454,000	0.98%		1.00%	0	0.00%
40 Total Cap Outlay		1.22%	\$449,100	1.24%	(\$4,900)	-1.08%
41 Tot Bdgt by Exp Class	\$37,103,000	100.00%	\$36,317,822	100.00%	(\$785,178)	-2.12%
42 One-time 27th Payroll (GF)	\$0		\$0		0	
43 One-time Capital Outlay	\$0		\$0		0	
44 Unallocated CEC + Target Positi			\$279,478		279,478	
45 Activity Total	\$37,103,000		\$36,597,300		(\$505,700)	-1.36%
46 TOTAL FTE POSITIONS	362.01		339.98		(22.03)	-6.09%
47 Budget Deficit - reserve funds	(\$410,000)		\$0			

LEWIS-CLARK STATE COLLEGE

Summary of Salary Changes for FY2021 by Employee Group

		Existing Positions							Position A	djustments	Total	
		FY2020		Sal	ary Adjustments		FY2021					FY2021
Institution/Agency by Group	FTE	Salary Base	Promotion -	Merit (CEC)	Equity	Total	Salary	% Incr	FTE	Salary Base	FTE	Salary Base
General Education												
Faculty												
Professor	38.00	2,870,836	9,500	0	0	9,500	2,880,336	0.33	(0.08)	(43,503)	37.92	2,836,833
Associate Professor	46.00	2,948,214	24,000	0	0	24,000	2,972,214	0.81	1.68	(5,209)	47.68	2,967,005
Assistant Professor	41.50	2,234,828	0	0	0	0	2,234,828	0.00	(5.45)	(318,997)	36.05	1,915,831
Instr/Lect	25.66	1,251,591	0	0	0	0	1,251,591	0.00	(2.68)	(141,066)	22.98	1,110,525
Part-Time Instructor	0.00	1,199,406	0	0	0	0	1,199,406	0.00	0.00	(61,898)	0.00	1,137,508
Total Faculty	151.16	10,504,875	33,500	0	0	33,500	10,538,375	0.32	(6.53)	(570,673)	144.63	9,967,702
Executive/Administrative	12.58	1,401,748	0	0	0	0	1,401,748	0.00	(0.28)	(27,093)	12.30	1,374,655
Managerial/Professional	105.16	5,695,791	0	0	0	0	5,695,791	0.00	(7.90)	(432,745)	97.26	5,263,046
Classified	93.11	3,125,369	0	0	0	0	3,125,369	0.00	(7.32)	(246,685)	85.79	2,878,684
Irregular Help	0.00	467,542	0	0	0	0	467,542	0.00	0.00	295,871	0.00	763,413
Total	362.01	21,195,325	33,500	0	0	33,500	21,228,825	0.16	(22.03)	(981,325)	339.98	20,247,500





COLLEGE & UNIVERSITIES Operating Budget Personnel Costs Summary July 1, 2020 - June 30, 2021

			FY2020 C	riginal Budget			FY2021 (Driginal Budget	
CI	lassification	FTE	Salaries	Benefits	Total	FTE	Salaries	Benefits	Total
B	DISE STATE UNIVERSITY								
1	Faculty	734.17	\$65,180,155	\$21,727,146	\$86,907,301	762.61	\$68,509,289	\$22,746,682	\$91,255,971
2	Executive/Administrative	51.10	8,837,502	\$2,445,917	11,283,419	49.29	8,713,330	\$2,333,678	11,047,008
3	Managerial/Professional	647.48	42,214,757	\$16,465,980	58,680,737	687.38	44,726,472	\$17,026,264	61,752,736
4	Classified	349.92	12,419,327	\$7,010,958	19,430,285	349.86	12,718,436	\$6,906,372	19,624,808
5	Irregular Help		883,115	\$79,480	962,595		676,976	\$60,928	737,904
6	Graduate Assistants		5,520,459	220,818	5,741,277		5,473,949	218,958	5,692,907
7	TOTAL	1,782.67	\$135,055,315	\$47,950,299	\$183,005,614	1,849.14	\$140,818,452	\$49,292,882	\$190,111,334
8 9			<u> </u>	Number of New	Positions	66.47			
10 11 ID	AHO STATE UNIVERSITY								
12	Faculty	522.50	\$39,515,243	\$ 13,286,208	\$52,801,451	505.80	\$38,178,700	\$ 12,960,859	\$51,139,559
13	Executive/Administrative	37.21	6,156,947	2,102,111	8,259,058	33.20	5,565,000	1,851,631	
14	Managerial/Professional	338.25	20,888,467	7,066,512	27,954,979	313.00	19,572,200	6,593,251	26,165,451
15	Classified	413.96	13,526,732	7,600,012	21,126,744	396.40	12,772,300	7,279,957	, ,
16	Irregular Help	410.00	4,151,206	369,012	4,520,218	000.40	3,766,300	338,967	
17	Graduate Assistants		2,601,810	26,018	2,627,828		2,603,600	26.036	
18	TOTAL	1,311.92	\$86,840,405		\$117,290,278	1,248.40	\$82,458,100		
19	TOTAL	1,011.02	φ00,040,400	Number of Nev		(63.52)	ψ02, 4 00,100	φ23,000,700	φ111,000,000
20				number of new	1 03110113	(00.02)			
21									
	NIVERSITY OF IDAHO								
23	Faculty	551.95	\$51,158,692	\$15,808,036	\$66,966,728	489.09	\$44,457,836	\$13,520,564	\$57,978,400
24	Executive/Administrative	39.27	6,980,269	2,379,607	9,359,876	37.95	6,834,131	2,389,864	9,223,995
25	Managerial/Professional	390.09	28,159,916	11,404,766	39,564,682	360.18	25,563,844	10,682,004	36,245,848
25 26	Classified	500.65	21,294,623	8,624,319	29,918,942	422.01	18,337,845	7,665,220	26,003,065
20	Irregular Help	500.05	1,138,935	101,364	1,240,299	422.01	870,843	85,725	20,003,003 956,568
28	Graduate Assistants		5,795,755	197,056	5,992,811		4,631,773	97.267	4,729,040
29	TOTAL	1.481.96	\$114,528,190		\$153,043,338	1.309.23	\$100,696,272	\$34,440,644	\$135,136,916
30	TOTAL	1,401.00	φ114,020,100	Number of Nev	. , ,	(172.73)	φ100,000,212	ψ0+,++0,0++	φ100,100,010
31				number of new	1 03110113	(172.73)			
32									
	EWIS CLARK STATE COLLEG	F							
34	Faculty	151.16	\$10,504,875	\$3,857,415	\$14,362,290	144.63	\$9,967,702	\$3,611,749	\$13,579,451
35	Executive/Administrative	12.58	1,401,748	\$438,121	1,839,869	12.30	1,374,655	\$418,745	1,793,400
36	Managerial/Professional	105.16	5,695,791	\$2,484,743	8,180,534	97.26	5,263,046	\$2,269,237	7,532,283
37	Classified	93.11	3,125,369	\$1,788,890	4,914,259	85.79	2,878,684	\$1,630,796	4,509,480
38	Irregular Help	33.11	467,542	\$40,162	507,704	05.75	763,413	\$64,203	827,616
39	Graduate Assistants		407,542	φ 4 0,102	0,704		103,413	ψ0 4 ,200	027,010
40	TOTAL	362.01	\$21,195,325	\$8,609,331	\$29.804.656	339.98	\$20,247,500	\$7,994,730	\$28,242,230
41	TOTAL	002.01	φ21,100,020	Number of Nev	÷ :/:::	(22.03)	φ20,247,000	ψ1,004,100	Ψ20,242,200
42				number of new	1 03110113	(22.03)			
43									
	OTAL COLLEGE & UNIVERSI								
44 10	Faculty		\$166,358,965	¢54 678 805	\$221,037,770	1 002 12	\$161,113,527	\$52,839,854	\$213,953,381
45 46	Exec/Admin	1,959.78	23,376,466	^{354,678,805} 7,365,756	30,742,222	1,902.13	22,487,116	\$52,639,654 6,993,918	29,481,034
40 47	Mgrial/Prof	1,480.98	23,376,466 96,958,931	37,422,001	134,380,932	1,457.82	22,467,116 95,125,562	36,570,756	131,696,318
47 48	Classified	1,460.96	50,366,051	25,024,179	75,390,230	1,457.82	46,707,265	23,482,345	70,189,610
40 49	Irregular Help	0.00	6,640,798	25,024,179 590,018	75,390,230 7,230,816	0.00	46,707,265 6,077,532	23,462,345 549,823	6,627,355
49 50	Graduate Assistants	0.00		443,892		0.00	12,709,322	549,823 342,261	0,027,355 13,051,583
50 51	TOTAL	4,938.56	13,918,024 \$357,619,235	443,892 \$125,524,651	14,361,916 \$483,143,886	4,746.75	\$344,220,324	\$120,778,956	\$464,999,280
51 52	IUIAL	4,300.00	ψ 337,019,23 3	Number of Nev		(191.81)	ψ344,220,324	ψ120,110,930	ψ + 0+,333,200
52						(191.01)			

Idaho Division of Career Technical Education Postsecondary Career Technical Education Appropriated Funds - FY 2021

Funds are appropriated to Idaho Division of Career Technical Education (ICTE) for career technical education programs and services. The State Board of Education approved the allocation of the appropriation to postsecondary career technical education at its April 16, 2020 meeting. ICTE requests approval of the fiscal year 2021 operating budget for postsecondary career technical education.

The allocation of funds for the fiscal year 2021 postsecondary operating budget is based on the strategic plan for career technical education in Idaho as well as Board and legislative intent.

The fiscal year 2021 postsecondary budget reflects an overall decrease of (\$ 1,271,900) or (2.7%). The decrease includes (\$ 702,300) ongoing and (\$ 569,600) one-time funds. Ongoing funds include \$ 699,200 for a 2% CEC and (\$ 224,600) for benefit costs, as well as the removal of \$240,500 in T/B for Fire Safety Training that is now appropriated separately.

The following schedule is provided for review: Operating Budget and Personnel Costs

			АТТАСНМ	ENT 21			
1	Postsec	condary (Career	Technica	al Edu	cation	
2		Operati	ng Bud	get - FY 20	021		
3		by /	Activity a	nd Object			
4		5	5	,			
5		FY 2021	%	FY 2020	%	Inc/(Dcr) \$	Inc/(Dcr) %
6	BY ACTIVITY						
7	Instruction	46,355,000	99.5%	47,057,300	98.4%	(702,300)	(1.5%)
8	Capital Outlay (CO)	215,000	0.5%	784,600	1.6%	(569,600)	(72.6%)
9	Total by Activity	46,570,000	100.0%	47,841,900	100.0%	(1,271,900)	(2.7%)
10							
11	BY OBJECT						
12	Personnel Costs (PC)	42,195,100	90.6%	43,299,700	90.5%	(1,104,600)	(2.6%)
13	Operating Expenditures (OE)	4,159,900	8.9%	3,517,100	7.4%	642,800	18.3%
14	Capital Outlay (CO)	215,000	0.5%	784,600	1.6%	(569,600)	(72.6%)
15	Trustee/Benefit (T/B)		400.000	240,500	0.5%	(240,500)	(100.0%)
16	Total by Object	46,570,000	100.0%	47,841,900	100.0%	(1,271,900)	(2.7%)
17							
18	TOTAL BUDGET						
19	Total Ongoing	46,355,000	99.5%	47,057,300	98.4%	(702,300)	(1.5%)
20	Total One-Time	215,000	0.5%	784,600	1.6%	(569,600)	(72.6%)
21	Total Budget	46,570,000	100.0%	47,841,900	100.0%	(1,271,900)	(2.7%)
22							
23		_					
24		Perso	onnel C	osts Detai	il		
25							
26	FY 2021	FTP	%	Salaries	%	Benefits	%
27	Faculty	296.542	57.2%	16,801,800	56.1%	7,062,100	57.7%
28	Executive/Administrative	10.759	2.1%	1,157,900	3.9%	396,900	3.2%
29	Managerial/Professional	94.366	18.2%	6,011,800	20.1%	2,391,800	19.6%
30	Classified	116.930	22.5%	4,533,900	15.1%	2,224,400	18.2%
	Irregular Help			1,457,900	4.9%	156,600	1.3%
32	Total Personnel	518.597	100.0%	29,963,300	100.0%	12,231,800	100.0%
33	Over/(Under) FY 2020	(3.6%)		(2.8%)		(1.9%)	
34	/			• • •			
35	Prior FY 2020	FTP	%	Salaries	%	Benefits	%
36	Faculty	306.190	56.9%	17,431,000	56.5%	7,148,700	57.4%
37	Executive/Administrative	9.860	1.8%	1,059,700	3.4%	354,100	2.8%
38	Managerial/Professional	98.530	18.3%	6,143,600	19.9% 15.2%	2,461,100	19.7%
39 40	Classified	123.550	23.0%	4,682,800 1,519,500	15.2%	2,299,400	18.4%
40 41	Irregular Help Total Personnel	538.130	100.0%	30,836,600	4.9%	<u>199,800</u> 12,463,100	<u>1.6%</u> 100.0%
41		330.130	100.0%	30,830,000	100.0%	12,403,100	100.0%

Idaho Division of Career Technical Education Appropriation by Function, Program and Fund

	_	FY 2021	FY 2020	% Inc/(Dcr)	_
1	01 - Administration and Assistance				
2	By Program				
3	Administration and Assistance	3,366,400	3,404,700	(1.1%)	(1)
4	Total	3,366,400	3,404,700	(1.1%)	
5	By Fund				
6	General	3,058,900	3,066,300	(0.2%)	
7	General (One-Time)	0	34,900	(100.0%)	
8	Federal	307,500	303,500	1.3%	_
9	Total	3,366,400	3,404,700	(1.1%)	
10					
11	02 - General Programs				
12	By Program				
13	General Programs Leadership	295,000	267,100	10.4%	(2,3)
14	Program Added-Cost	8,275,000	7,875,000	5.1%	(2,4)
15	CTS Added-Cost	4,825,800	4,825,800	0.0%	(2)
16	CTE Teacher Pipeline	1,190,800	825,800	44.2%	(5)
17	Program Quality Initiative Grants (PQI)	700,000	693,000	1.0%	(2)
18	Workforce Readiness Incentive Gr	200,000	198,000	1.0%	(2)
19	Carl D. Perkins Grant - Programs	7,108,000	7,102,900	0.1%	
20	Hazardous Materials Training	67,800	67,800	0.0%	
21	SkillStack Maintenance	15,000	15,000	0.0%	_
22	Total	22,677,400	21,870,400	3.7%	
23	By Fund				
24	General	15,109,300	14,420,700	4.8%	(4,5)
25	General (One-Time)	377,300	264,800	42.5%	(5)
26	Hazardous Materials (0274)	67,800	67,800	0.0%	
27	Federal	7,108,000	7,102,100	0.1%	
28	Miscellaneous Revenue	15,000	15,000	0.0%	_
29	Total	22,677,400	21,870,400	3.7%	
30			0		
31	03 - Postsecondary				
32	By Program	40 570 000	47 070 000		(1.0)
33	Postsecondary Allocation	46,570,000	47,279,300	(1.5%)	_(1,6)
34	Total	46,570,000	47,279,300	(1.5%)	
35	By Fund	40.055.000	40 40 4 700	(0, 00())	(4)
36	General	46,355,000	46,494,700	(0.3%)	(1)
37	General (One-Time)	215,000	784,600	(72.6%)	(6)
38	Total	46,570,000	47,279,300	(1.5%)	
39	04 Dedicated Dreamen				
40	04 - Dedicated Programs				
41	By Program	250.000		1 00/	$\langle \mathbf{O} \rangle$
42	Agriculture & Natural Resources (IQPS)	350,000	346,500	1.0%	(2)
43	Workforce Training Centers (WTC)	1,208,400	1,220,800	(1.0%)	(\mathbf{Z})
44 45	Fire Safety Training	235,700	0	0.00/	(7)
45 46	Centers for New Directions (CND)	170,000	170,000	0.0%	
46 47	Total By Fund	1,964,100	1,737,300	13.1%	
47 48	By Fund General	1,794,100	1 567 200	11 50/	(2, 7)
40		1,194,100	1,567,300	14.5%	(2,7)

40	Displaced Hereever	470.000	170.000	0.00/
49 50	Displaced Homemaker	170,000	170,000	0.0%
50	Miscellaneous Revenue	0	0	10 10/
51	Total	1,964,100	1,737,300	13.1%
52				
53	05 - Related Services			
54	By Program			
55	Adult Education	3,511,900	3,522,500	(0.3%)
56	Development and Training	300,000	300,000	0.0%
57	Total	3,811,900	3,822,500	(0.3%)
58	By Fund			
59	General	1,166,100	1,177,600	(1.0%)
60	Federal	2,345,800	2,344,900	0.0%
61	Miscellaneous Revenue	300,000	300,000	0.0%
62	Total	3,811,900	3,822,500	(0.3%)
63				
64	06 - Special Grants (Continuous Appropriation	on per IC 33-4904)		
65	By Program			
66	Motorcycle Safety Training	0	0	
67				
68	All Functions			
69	By Object			
70	Personnel Costs	46,318,500	46,069,000	0.5%
71	Operating Expenditures	5,925,100	5,144,800	15.2%
72	Capital Outlay	215,000	2,985,700	(92.8%)
73	Trustee and Benefit Payments	25,931,200	23,914,700	8.4%
74	Total	78,389,800	78,114,200	0.4%
75	By Fund			
76	General	67,483,400	66,726,600	1.1%
77	General (One-Time)	592,300	1,084,300	(45.4%)
78	Displaced Homemaker	170,000	170,000	0.0%
79	Hazardous Materials	67,800	67,800	0.0%
80	Federal	9,761,300	9,750,500	0.1%
81	Miscellaneous Revenue	315,000	315,000	0.0%
82	Total	78,389,800	78,114,200	0.4%
02		,	,,,	

83

1) Net of 2% base reduction, 2% CEC, variable heath costs and other.

85 2) Funding for secondary programs excluded from 2% base reduction.

86 3) Prior year subject to base reductions.

4) Additional \$400k to support current enrollment.

5) Funding for Inspire-Educate Cohort (S1329) and Inspire 2.0 (S1426)

89 6) Capital replacement of \$215,000 at College of Eastern Idaho

90 7) Moved funding for Fire Safety Training from postsecondary

University of Idaho

FY2021 Budget Overview

Agricultural Research and Extension Service

In FY2021 the Agricultural Research and Extension Service (ARES) Appropriation received \$58,500 in occupancy cost in support of the following buildings: the new Nancy M. Cummings Research and Extension Center (\$9,400), Aberdeen Cereal Research Lab (\$4,900), Moscow Seed Potato Facility (\$35,200), Parma Research Support Facility (\$1,800), and Moscow Sheep Center Research Support Facility (\$6,900).

The FY2021 budget included an additional \$498,400 for Changes in Employee Compensation.

Lastly, the ongoing ARES appropriation has a 2% reduction of \$647,300 that was originally allocated in personnel cost. For the purpose of accomplishing the 2% base reduction with the least impact on service delivery to Idahoans, the Governor recommended an exemption from the provisions of Idaho Code 67-3511(1), (2), and (3), allowing unlimited transfers between object codes and between programs, for all moneys appropriated to it for the period of July 1, 2020, through June 30, 2021. Therefore, the allocation of funding by object reflects ARES's ability, per the appropriation bill language, to move spending authority between categories as needed and what is being submitted reflects the current spending reduction plan as follows:

- Reduction of \$350,000 in personnel cost.
- Reduction of \$297,300 in Operating Expenditures.

With the support of the ARES appropriation, the University of Idaho's College of Agricultural and Life Sciences will continue to serve the needs of the citizens and stakeholders of Idaho.

UNIVERSITY OF IDAHO AVAILABILITY AND ALLOCATION OF FUNDS FOR FY2021 AGRICULTURAL RESEARCH AND EXTENSION SYSTEM

1	FUNDS AVAILABLE	FTE	AMOUNT
2 3	FY2020 Operating Budget Base	303.42	\$32,530,700
3 4	Adjustments: Reappropriation	505.42	φ 52,550,700 -
5	Adjustments: Appropriation Adjustment		_
6	Adjustments: Remove One-Time		(165,000)
7			(100,000)
8			-
9	Adjustments: FTP Additions	3.57	-
10	Adjustments: FTP Adjustment	-	
11	FY2020 Adjusted Budget Base	306.99	\$32,365,700
12			
13	Additional Funding for FY2020		
14			\$-
15			-
16	Total Funding Reduction	-	\$ (165,000)
17	Total Funds Available for FY2020	306.99	\$32,365,700
18			
19			
20			
21	ALLOCATION OF FUNDS		
22	EV2021 Adjusted Budget Deep	200.00	¢ 00 005 700
23 24	FY2021 Adjusted Budget Base	306.99	\$32,365,700
25	MCO Increases/Decreases to Budget Base		
26	Replacement items		\$-
27	Inflationary Adjustments		\$ -
28	Benefit Costs		(166,900)
29	Change in Employee Compensation		498,400
30			
31	Total MCO Increases/Decreases	-	\$ 331,500
32			
33	Enhancements to Budget Base		
34	Occupancy Costs	0.39	\$ 58,500
35	2% General Fund Reduction	(6.87)	\$ (647,300)
36			
37	Total Enhancements	(6.48)	\$ (588,800)
38			
39	Total Increases	(6.48)	\$ (257,300)
40	EV2021 Operating Budget	200 51	¢ 22 409 400
41	FY2021 Operating Budget	300.51	\$32,108,400

AGRICULTURAL RESEARCH & EXTENSION SERVICE

Operating Budget Personnel Costs Summary

July 1, 2020 - June 30, 2021

		FY2020 O	perating Budg	et	FY2021 Operating Budget						
Classification	FTE	Salaries	Benefits	Total	FTE	Salaries	Benefits	Total			
Faculty	166.56	\$13,301,871	\$3,730,744	\$17,032,615	168.05	\$13,181,687	\$4,040,973	\$17,222,660			
Executive/Administrative	2.13	404,288	\$116,701	520,989	2.13	406,379	\$124,758	531,137			
Managerial/Professional	40.94	2,793,657	\$941,813	3,735,470	36.84	2,613,436	\$1,092,416	3,705,852			
Classified	97.36	4,277,356	\$1,502,185	5,779,541	93.49	3,979,950	\$1,663,619	5,643,569			
Irregular Help		402,000	35,778	437,778		348,017	27,493	375,510			
Graduate Assistants		401,942	13,666	415,608		432,000	9,072	441,072			
TOTAL	306.99	\$21,581,113	\$6,340,887	\$27,922,000	300.51	\$20,961,469	\$6,958,332	\$27,919,800			
					Personnel C	ost per FY2021	JFAC Proof	\$27,622,500			

Variation \$297,300 (1)

(1) The additional \$297,300 in PC are reduced from OE to reflect current ARES spending plans.

Per the appropriation bill language, ARES was given the exemption to move spending authority between categories as needed.

HEALTH EDUCATION PROGRAMS

FY 2021 Operating Budget

1		FY 2020 BUDGET	FY 2021 BUDGET	PERCENT of CHANGE			
2 By	Program:						
3	WIMU Veterinary Education	2,159,900	2,205,500	2.11%			
4	WWAMI Medical Education	6,834,000	6,680,400	-2.25%			
5	Idaho Dental Education Program	1,899,600	1,960,700	3.22%			
6	University of Utah Medical Education	2,049,800	2,208,800	7.76%			
7	Family Medicine Residencies	5,799,600	5,865,000	1.13%			
8	Boise Internal Medicine Residency	845,000	895,000	5.92%			
9	Psychiatry Residency	397,800	597,800	50.28%			
10	Eastern Idaho Medical Residencies	1,005,000	1,805,000	79.60%			
11	Bingham Internal Medicine	635,000	0	0.00%			
12	Total Programs	21,625,700	22,218,200	2.74%			
13 By Fund Source:							
14	General Fund	21,296,700	21,880,900	2.74%			
15	Student Fee Revenue	329,000	337,300	2.52%			
16	Total Funds	21,625,700	22,218,200	2.74%			
17 By Expenditure Classification:							
18	Personnel Costs	4,627,100	4,520,500	-2.30%			
19	Operating Expenditures	2,251,700	2,292,700	1.82%			
20	Capital Outlay	12,500	5,500	-56.00%			
21	Trustee & Benefits	14,734,400	15,399,500	4.51%			
22	Lump Sum	0	0	0.00%			
23	Total Expenditures	21,625,700	22,218,200	2.74%			
24 Full Time Position		36.65	37.65	2.73%			

25 Budget Overview

The FY 2021 budget for Health Education Programs reflects a 2.74% increase including contract inflation totaling \$163.8k, 2% ongoing CEC of \$76.6k, and benefit cost decrease of \$23.9k. University of Utah program received \$150k for theww psychiatry residents at \$50k each. Family Medicine Residency received 1 FTP and \$50k for resident support. Boise Internal Medicine received \$50k to increase state support for residents. Psych Residency received \$200k for four new residents at \$50k each. Eastern Idaho Medical Residencies received \$500k for five new internal residents at \$50k each and six new family medicine residents at \$50k each. Bingham Internal Medicine funding was reduced to zero after it lost its accreditation.

SPECIAL PROGRAMS

FY 2021 Operating Budget

4		FY 2020 BUDGET	FY 2021 BUDGET	PERCENT of CHANGE			
¹ BODGET BODGET OF CHANGE							
2 Dy 1 3	Forest Utilization Research	1,435,500	1,421,000	-1.01%			
4	Geological Survey	1,123,500	1,105,200	-1.63%			
5	Scholarships and Grants:	, -,	,,				
6	Idaho Promise Scholarship - A			0.00%			
7	Atwell Parry Work Study Program	1,186,000	1,186,000	0.00%			
8	Teachers/Nurses Loan Forgiveness	0	0	0.00%			
9	Armed Forces/Public Safety Officers	200,000	200,000	0.00%			
10	Scholarships Program Manager	88,900	90,000	1.24%			
11	Opportunity Scholarship	20,777,300	20,777,300	0.00%			
12	Postsecondary Credit Scholarship	1,000,000	1,000,000	0.00%			
13	GEARUP Scholarship	4,504,600	4,504,600	0.00%			
14	Total Scholarships and Grants	27,756,800	27,757,900	0.00%			
15	Museum of Natural History	656,500	624,700	-4.84%			
16	Small Business Development Centers	686,700	681,400	-0.77%			
17	TechHelp	366,000	362,800	-0.87%			
18	Total Programs	32,025,000	31,953,000	-0.22%			
19 By Fund Source:							
20	General Fund	19,500,000	26,427,700	35.53%			
21	Miscellaneous Funds	8,000,000	1,000,000	-87.50%			
22	Federal Funds	4,525,000	4,525,300	0.01%			
23	Total Funds	32,025,000	31,953,000	-0.22%			
-	Expenditure Classification:	4.057.000	1 000 100	1.0001			
25	Personnel Costs	4,057,300	4,099,100	1.03%			
26	Operating Expenditures	264,900	186,000	-29.78%			
27	Capital Outlay	34,900	07.007.000	0.00%			
28	Trustee/Benefit or Lump Sum Payments	27,667,900	27,667,900	0.00%			
29	Total Expenditures	32,025,000	31,953,000	-0.22%			
30 Full Time Position		46.59	46.59	0.00%			

Budget Overview

The FY 2021 budget for Special Programs reflects a -.22% decrease including a 2% CEC and a 2% ongoing budget reduction. Scholarships and Grants received a \$7M ongoing increase in general funds.

FY2021 ALTERATION AN	O REPAIR PROJEC	CT REQUESTS
----------------------	-----------------	-------------

	AGENCY / INSTITUTION		DPW RECOMMENDED	AGENCY REQUESTS	PRIORITY
	MULTI-AGENCY	1	095 000	0.05 000	٩
and the second states and states					
		1			
	BOISE STATE UNIVERSITY	1			
	Renovations/Upgrades, Labs Classroom Improvements, Active Learning Roof Replacement, Hemingway Modular Data Center		400,000 1,100,000 150,000	400,000 1,100,000 150,000	1 2 3
	Hood Integration, Research Lab Renovations, 1st Floor, Albertsons Library		1,400,000 500,000 250,000	1,400,000 500,000 250,000	4 5 6

.....

AGENCY / INSTITUTION	DPW RECOMMENDED	AGENCY REQUESTS	PRIORITY
BOISE STATE UNIVERSTIY CONTINUED Roof Replacement, Children Center, College of Education		200.000	7
Renovation for CID, Albertsons Library, Ph 2	300,000	200,000 300,000	7 8
Electronic Access, Ph 3	300,000	300,000	9
Brick Plaza Replacements	350,000	350,000	10
Roof Replacement, ExtraMile Arena	· · · ·	1,000,000	11
Replace Boiler, Yanke Family Research Park	400,000	400,000	12
Replace Main Air Handler, Liberal Arts		500,000	13
Sidewalk Repair, Campus Wide		145,000	14
Master Plan/Study, Infrastructure Assessment, Ph 1 Replace Electrical Switch Gear, SPEC HVAC Validation, Science Building Renovate Office Suite, Rms 210/215, Albertsons Library Replace Clean Room HEPA Filter Replace Chiller, ExtraMile Arena Library Acoustics Renovation, Albertsons Library	80,000	80,000	15
Replace Electrical Switch Gear, SPEC	400.000	100,000	16
HVAC Validation, Science Building Renovate Office Suite, Rms 210/215, Albertsons Library	120,000	125,000	17
Replace Clean Room HEPA Filter		100,000 80,000	18 19
Replace Chiller, ExtraMile Arena		800,000	20
Library Acoustics Renovation, Albertsons Library		125,000	21
Replace HVAC System, Pool, Kinesiology Annex		800,000	22
Research Facility, Human Environment Systems		250,000	23
Power Loop, South Campus		350,000	24
Replace HVAC Controls, Multiple Buildings		800,000	25
Upgrade Emergency Equipment, Campus Wide		100,000	26
Emergency Generator Network, Campus Wide		300,000	27
Renovate 1st Floor, Grant Avenue Annex 1		150,000	28
Upgrade Fire Alarm/Emergency Notification		100,000	29
Upgrade Plumbing System, Bronco Gym Upgrade Rooftop Acess/Fall Protection, Multiple Buildings		200,000 250,000	30 31
Mass Notification System, Campus Wide		230,000	32
Pedestrian/Bicycle Circulation, MP/Safety Improvements, Campus Wide		300,000	33
Pull-Down Stations, Emergency Notification System, Multiple Buildings		105,000	34
Upgrades, Data Center, MEC 204		160,000	35
Upgrae Student Study Areas, Engineering		100,000	36
Upgrade Deionized Water Distribution System, Lab, Science Building		950,000	37
Replace/Add Emergency Phone, Ph 3, Campus Wide		150,000	38
Masonry Repair, Campus Wide		150,000	39
Genset Backup, Science		300,000	40
Replace Skylights, Yanke, Engineering Fire Suppression, Gage Street		200,000	41 42
Remodel Entry, SMASH		85,000 250,000	42
Exterior Wayfinding Signage, Ph 1, Campus Wide		500,000	43
Replace Window Film, SMASH		30,000	45
Replace Carpet, Albertsons Library		200,000	46
Fume Control, Paint Booth, HML		75,000	47
Electrical Expansion, Albertsons Library		300,000	48
SUBTOTAL	5,350,000	15,790,000	
IDAHO STATE UNIVERSITY Remodel Classrooms 108A/108B, Roy F. christensen	440.000	140.000	4
Restore Fire Doors, Reed Gym	112,200 120,000	112,200 120,000	1 2
Remodel Scene Shop, Stephens Performing Arts Center	98,800	98,800	3
Replace Roof, Oboler Library	592,600	592,600	4
Remodel/Expand Clinic, Ph 2, Meridian	979,300	979,300	5
Remodel Classrooms, Liberal Arts	644,200	644,200	6
Replace Carpet, 1st/2nd Floors, Graveley Hall	149,900	149,900	7
Replace Roof, ERC	232,600	232,600	8
Roof Replacement, Partial, Reed Gym	283,500	283,500	9
Repair Utility Tunnel, Pocatello Campus	950,000	950,000	10
Replace Cooling Tower Pumps/Valves, Roy F. Christensen	54,000	54,000	11
Replace Roof, Roy F. Christensen Replace Chillers, Lecture Center	748,200 205,850	748,200 205,850	12 13
Teplace Ormero, Leclule Cellet	200,000	∠00,000	10

AGENCY / INSTITUTION ,	DPW RECOMMENDED	AGENCY REQUESTS	PRIORITY
IDAHO STATE UNIVERSITY CONTINUED			
Replace Chiller, Physical Science		449,420	14
Replace Chiller, Chemistry, Physical Science		510,370	15
Replace VFDs, Ph 1, Various Buildings		350,000	16
Renairs/Ingrades HVAC Ph 2 Administration		1,250,360	17
Replace Windows, Ph 1, Administration Concrete Repair, Pocatello Campus Replace Concrete/Landscaping, Hypostyle New Flooring, Corridor, Meridian Exterior LED Lighting, Meridian Roof Replacement, Colonial Hall Upgrades, Entry, Meridian Exterior Lighting, Memorial Dirve, Pocatello		1,185,500	18
Concrete Repair, Pocatello Campus		149,000	19
Replace Concrete/Landscaping, Hypostyle		112,200	20
New Flooring, Corridor, Meridian		222,600	21
Exterior LED Lighting, Meridian		45,100	22
Roof Replacement, Colonial Hall		76,600	23
Upgrades, Entry, Meridian		125,250	24
Exterior Lighting, Memorial Dirve, Pocatello		219,900	25
Exterior Lighting, MLK Jr. Way, Pocatello		218,600	26
Exterior Lighting, Red Hill Road, Pocatello		37,800	27
Exterior Lighting, Stacy Dragila Way, Pocatello		173,400	28
Exterior Lighting, Cesar Chavez & Humboldt St., Pocatello		164,500	29
Flooring Replacement, Ph 2, Liberal Arts		168,000	30
Install Storefront Glazing, Business Administration		42,600	31
LED Lighting, Plant Sciences/College of Education		196,900	32
New Breakroom, Administration		50,700	33
Remodel Restroom, 2nd Floor, Graveley Hall		90,600	34
ADA Restroom Remodel, Speech Pathology & Audiology		30,000	35
ADA Restroom Remodel, Albion Hall		48,700	36
Replace Lighting, Bartz Way, Pocatello		167,000	37
Remodel Career Center, Museum		207,600	38
Carpet/Paint, Corridor, College of Education		54,800	39
Repaint Exterior, Meridian		98,300	40
Door Access Control, Ph 2, Multiple Buildings		571,800	41
SUBTOTAL	5,171,150	12,188,750	
IDAHO STATE UNIVERSITY UNIVERSITY PLACE			
Relocate Testing Center, Tingey, Idaho Falls	346,800	346,800	1
Concrete Repair, Idaho Falls Campus		90,000	2
Re-Engineer Stormwater Controls, Idaho Falls		627,900	3
Flooring Replacement, CHE		156,600	4
SUBTOTAL	. 346,800	1,221,300	
UNIVERSITY OF IDAHO			
Repairs/Repaving, Idaho Ave Expansion	1,075,100	1,075,100	1
Replace AC Mains, Domestic Water System, Ph 1	852,700	852,700	2
Roof Replacment, Menard Law Building	586,400	586,400	3
Storm Sewer/Pavement Repairs, Rayburn Street	260,000	260,000	4
Study/Plan, University Water Systems	150,000	150,000	5
Roof Repair, Reclaimed Water Storage Tank	40,500	40,500	6
Exterior Masonry Repairs, Admin Building, Ph 1	909,500	909,500	7
Upgrades/Improvements, SCADA Systems, Ph 1	970,000	970,000	8
HVAC Upgrade, Janssen Engineering Building, Ph 4	250,000	749,900 250,000	9 10
Replace Windows, Morrill Hall, Ph 2	200,000	155,300	10
Repair/Improvements, Sanitary/Storm Sewer Systems		850,000	12
Emergency Generator, Steam Plant		611,400	12
Emergency Generator, Domestic Water System Repairs, Campus Drive, Ph 2		716,400	13
Repairs, Campus Drive, Ph 2 Repairs, Campus Drive, Ph 3		750.000	15
Repairs, Campus Drive, Pri 3 Roof Replacement, Student Health Center		285,000	16
• •		203,300	17
Recoat I-Tank Exterior, Domestic Water System Reconfigure/Rebuild, Nez Perce Drive		936,500	18
Replace AC Mains, Domestic Water System, Ph 2		665,300	19
Exterior Masonry Repairs, Admin Building, Ph 2		850,000	20
Encoror mattering repaire, remaining, in a		1001000	

AGENCY / INSTITUTION		DPW RECOMMENDED	AGENCY REQUESTS	PRIORITY
UNIVERSITY OF IDAHO CONTINUED				
Replace Floor, Lower Level, Niccolls Building			262,500	21
HVAC Upgrade, Life Sciences South, Ph 3			1,298,300	22
HVAC, LHSOM, Ph 1			909,500	23
HVAC, Gibb Hall, Ph 2			1,296,200	24
Replace Undercrossing, Perimeter Drive, Paradise Creek			1,082,300	25
Replace Roof, Hays/Forney Halls			538,500	26
Replace AC Mains, Domestic Water System, Ph 3			606,200	27
HVAC, Administration Building, Ph 2			1,299,300	28
HVAC, Gibb Hall, Ph 3			1,299,300	29
Replace Roof, Facilities Services			475,000	30
Replace Rool, radiales Services	SUBTOTAL	5,094,200	20,934,400	50
LEWIS-CLARK STATE COLLEGE				
Roof Replacement, Activity Center/Activity Center West		220,000	220,000	1
Access Points, Campus Security, Center for Arts and History		225,000	225,000	2
		75,000		2
Study, Deferred Maintenance		•	75,000	
Study, Information Technology Infrastructure		50,000	50,000	4
Fire/Sprinkler System, Mechanical/Technical Building		475,000	475,000	5
Remodel, First Floor, Clearwater			700,000	6
Individual Building Metering, Campus Wide			90,000	7
HVAC, Retro Commissioning			60,000	8
	SUBTOTAL	1,045,000	1,895,000	
NORTH IDAHO COLLEGE				
Restroom Remodel/Refresh, Hedlund		275,000	275,000	1
Roof Replacement, Hedlund		526,000	526,000	2
Steam Plant Elimination, Ph 2			465,201	3
Window Replacement, Molstead Library		83,508	83,508	4
Window Replacement, Bosewell Hall	-		360,000	5
	SUBTOTAL	884,508	1,709,709	
COLLEGE OF EASTERN IDAHO				_
Roof Replacement, Christopherson Building		1,067,000	1,067,000	1
Campus Irrigaton Project, Ph 2			100,000	2
Parking Lots/Roads, Chip/Sealcoat	_		0	3
- NONE VER (C)	SUBTOTAL	1,067,000	1,167,000	
Campus Irrigaton Project, Ph 2 Parking Lots/Roads, Chip/Sealcoat COLLEGE OF SOUTHERN IDAHO Replace Roof, Burley Northwest Annex Replace Roof, Burley A Hall Replace Roof, Herrett North End				
Replace Roof, Burley Northwest Annex		240,000	240,000	1
Replace Roof, Burley A Hall		300,000	300,000	2
Replace Roof, Herrett North End		220,000	220,000	3
Replace Roof, Desert/Canyon Building		300,000	300,000	4
Repair Asphalt, Frontier Road		,	315,000	5
Replace Door/Window Assemblies, Shields Building North			115,000	6
Replace Roof, Lower Section, Meyerhoeffer			170,000	7
HVAC Controls, Taylor Building			550,000	8
	SUBTOTAL	1,060,000	2,210,000	-
COLLEGE OF WESTERN IDAHO				
Makeup Air/Exhaust Fan, Canyon County Center		390,000	390,000	1
Phoenix Valve Renewal, Academic Building, Nampa Campus		000,000	370,000	2
Exterior Lighting Renewal, Academic Building, Nampa Campus		175,000	175,000	3
Classroom Upgrade, Academic Building, Nampa Campus		110,000	100,000	4
HVAC Upgrades/Energy Efficiency, Micron Education Center			50,000	5
Trand opgradearchergy childency, mission called ton denter	SUBTOTAL	565,000	1,085,000	v
	ODDIDIAL	000,000	1,000,000	

AGENCY / INSTITUTION	DPW RECOMMENDED	AGENCY REQUESTS	PRIORITY
SBOE CONTINUED IDAHO EDUCATIONAL SERVICES FOR THE DEAF AND THE BLIND Restroom Renovation, Main Building Classroom Resurface East Parking Lot Replace Track Surface Upgrade Fire Alarm System Roof/Drain Replacement, Old Gym, CTE Shop	600,000	900,000 400,000 600,000 500,000 310,000 2,710,000	1 2 3 4 5

SUBJECT

Board Policy V.R. Establishment of Fees – Partial Waiver

REFERENCE

February 2016	Idaho State Board of Education (Board) approved first reading of amendment to Board Policy V.R. which removed professional licensure as a mandatory criterion for an academic professional program to be eligible for consideration for a professional fee.	
April 2016	Board approved second reading of amendment to Board Policy V.R.	
April 16, 2020	Board set 2020-2021 Board approved tuition and fee	

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.R. Section 33-3717A, Idaho Code

BACKGROUND/DISCUSSION

As the four-year institutions are responding to the impact of COVID-19, the delivery of education has adjusted to accommodate stay-at-home orders from the Governor and social distancing requirements. Institutions have moved courses to online formats and such redirection has required increases in technological support. Inseat course delivery is giving way to online course delivery for the foreseeable future. This partial and temporary waiver of Board Policy V.R. intends to allow institutions to move funding designed to support online course fees, self-support fees and professional fees to assist in such redesign of courses until the institutions are able to transition back to face-to-face course delivery.

The purpose of Board Policy V.R., consistent with the statewide plan for higher education in Idaho, requires the institutions to maintain tuition and fees that provide for quality education and maintain access to educational programs for Idaho citizens. This section of policy sets out the framework for how student fees are approved and defines certain types of fees and their allowable uses, specifically that student fees must be used for the purpose for which they were collected. Board Policy V.R.3.b states, "Institutional local fees are student fees that are approved by the State Board of Education and deposited into local institutional accounts. Local fees shall be expended for the purposes for which they were collected...." Board Policy V.R.3.c. states "[t]he following local fees and charges are charged to support specific activities and are only charged to students that engage in these particular activities. Local fees and charges are deposited into local institutional accounts or the unrestricted fund and shall only be expended for the purposes for which they were collected...." The purpose of these fee limitations is to help keep student costs down and provide for a level of transparency for students and parents. With the exception of specific program fees, the general cost of instruction and student supports are covered through tuition and the additive course fees and other student fees are specific to cover added costs or

specific services. During these unprecedented times the institutions are requesting additional flexibility in the use of the funds collected through these fees to cover additional costs associated with the pandemic to help assure equal access for students across programs.

IMPACT

The waiver of provisions of Board Policy V.R., subsections 3.b and 3.c. would enable institutions to redirect resources collected for these fees to mitigate the impact of migration of courses from an in-seat format to online formats. Students will not be subject to increased costs, but fees may be realigned to accommodate online classes and create equity in student billing.

STAFF COMMENTS AND RECOMMENDATIONS

Board staff recognizes that adherence to policies should be the normal manner of operation and waivers should be used only in the most extreme circumstances. The unusual circumstances which are a response to COVID-19 warrant consideration of a waiver at this time to accommodate the situation as institutions consider course delivery and must be able to adjust fees to accommodate the changes from the traditional classroom to online courses. This policy permits fungibility among the fees as new modalities for instruction are developed. Staff recommends approval.

BOARD ACTION

I move to approve a waiver of the provisions in Board Policy V.R. subsections 3.b. and 3.c. requiring the use of funds collected through student fees only be used for the purpose it was collected, effective immediately through the end of the 2020-2021 academic year. A report of all redistributions of fees under this waiver shall be submitted by each institution to the Board for the August 2021 Board meeting.

Moved by _____ Seconded by _____ Carried Yes _____ No ____

SUBJECT

Idaho State Board of Education (Board) Policy V.T. Fee Waivers – Partial Waiver

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.T. Section 33-3737C, Idaho Code.

BACKGROUND/DISCUSSION

In response to the impact of the coronavirus (COVID-19) pandemic across the country, the National Collegiate Athletic Association (NCAA) and the National Association of Intercollegiate Athletics (NAIA) have extended the eligibility of spring-sport student-athletes and allowed an additional season of competition if they would have exhausted their eligibility in academic year 2019-2020. The NCAA has also allowed for expanded scholarship limits and expanded rosters for the 2020-2021 academic year in order to accommodate those students who may elect the additional year of eligibility. Board Policy V.T. authorizes the universities to grant 225 waivers of non-resident tuition costs and Lewis-Clark State College to grant 110 waivers per semester for students participating in intercollegiate athletics. The institutions are also authorized to grant additional waivers, not to exceed ten percent (10%) of the above waivers, to be used exclusively for posteligibility students.

The institutions have requested a waiver of the caps for non-resident waivers established in Board policy V.T. in order to allow student athletes who receive the extra year of eligibility to benefit from the waiver of nonresident tuition. The intent of the additional waivers is to allow the institutions to accommodate the expanded rosters without the students incurring the costs associated with the change in eligibility.

Pursuant to Section 33-3717C, Idaho Code, the Board is authorized to waive fees or tuition charged to nonresident students pursuant to reciprocal agreements with other states or through Board policy. Board Policy V.T. sets out seven categories where institutions are authorized to waive nonresident tuition and fees. These categories include:

- a. Graduate/Instructional Assistants
- b. Students participating in Intercollegiate Athletics
- c. Section 3679(c) of Title 38, USC eligible nonresident students (Veterans)
- d. Waivers to Meet Other Strategic Objectives (6% of FTE enrollment)
- e. National Student Exchange Program Domestic
- f. Western Interstate Commission for Higher Education
- g. Institution Agreements (to meet strategic or workforce need)

The Board is required to provide the Legislature annually a financial analysis of any waivers authorized as part of the budget recommendations of the State Board of Education. The annual fee waiver report goes to the Board at the regular April Board meeting and is included in the Tuition and Fees Agenda material each year.

IMPACT

Board Policy V.T. allows institutions to waive the non-resident portion of tuition for student-athletes who have the option of an additional year of eligibility. Lifting the cap will allow for waivers to be granted to those institutions with student-athletes who would have lost eligibility for the 2019-2020 academic year and allow the institutions to accommodate those expanded rosters.

STAFF COMMENTS AND RECOMMENDATIONS

Board staff recognizes that adherence to policies should be the normal manner of operation and waivers should be used only in the most extreme circumstances. The suspension of NCAA/NAIA rules for a year allows institutions to extend eligibility to student athletes who were precluded from competing this year as a result of COVID-19 athletics program closures. This policy waiver allows institutions to increase the number of waivers for student athletes who were detrimentally impacted as a result of COVID-19. Institutions are responsible for complying with all applicable laws, regulations and guidelines, including Title IX, league requirements and reporting guidelines. Staff recommends approval.

BOARD ACTION

I move to approve a waiver of the non-resident tuition caps established in Board Policy V.T.2.b. for the 2020-2021 academic year to accommodate those athletes who have been granted an additional year of eligibility by NCAA or NAIA.

Moved by _____ Seconded by _____ Carried Yes _____ No ____

SUBJECT

Board Policy V.X. Intercollegiate Athletics – Partial Waiver

REFERENCE

June 2012	Board approved first reading of amendments tying general fund limit to General Fund appropriation and tying institutional fund limit to total appropriation as new Board Policy V.X.
August 2012	Board approved second reading of new Board Policy V.X.
June 2014	Board approved first reading of amendments setting athletic limits through formula rather than Board approval.
August 2014	Board approved second reading of amendments to Board Policy V.X.
April 2016	Board approved first reading of amendments revising the reporting requirements for gender equity and financial reporting.
June 2016	Board approved use of the 4-year institutions' Federal Title IX reports for tracking compliance with Gender Equity regulations; and use of annual NCAA reports (and the NCAA report format in the case of Lewis-Clark State College) for annual tracking of institutions' athletic revenues and expenditures.
April 2019	Board approved first reading of amendments to Board Policy V.X. setting new athletic limits.
June 2019	Board approved second reading of amendments to Board Policy V.X.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.X. Section 33-3737C, Idaho Code.

BACKGROUND/DISCUSSION

In response to the impact of the coronavirus (COVID-19) across the country, the National Collegiate Athletic Association (NCAA) and the National Association of Intercollegiate Athletics (NAIA) have extended the eligibility of spring-sport student-athletes and allowed an additional season of competition if they would have exhausted their eligibility in academic year 2019-2020. Current estimates

from the institutions indicate that this expansion of roster affects approximately 32 combined non-resident and resident students. The NCAA has also allowed for expanded scholarship limits and expanded rosters for the 2020-2021 academic year in order to accommodate those students who may elect the additional year of eligibility. Board Policy V.X. limits the use of State General Funds or Institutional Funds within certain caps which are calculated annually based on the rate of change for the next fiscal year of ongoing State appropriated funds compared to the current year's ongoing State appropriated funds.

Board Policy V.X.4 states, "Institution chief executive officers may request from the Board, one-time or permanent changes to the above-described spending limits to address non-routine programmatic changes. Changes that may be used as evidence for adjustments to the Athletic Spending Limit may include but are not limited to the addition of new sports, new expenditures related to gender equity or other compliance requirements, transitions to different athletic conferences, expansion of team rosters and schedules, inflationary factors related to the expense of academic support and tutoring, room and board increases, or atypical spikes in tuition rates".

Given the fact that athletic spending limits will be reduced because of budget constraints and the fact that both the NCAA and NAIA are allowing an additional year of eligibility and expanded rosters to allow students to participate in a final year of sports, the institutions have requested a one-year waiver of the General Funds and Institutional Funds caps for Athletics only to accommodate the additional year of eligibility in 2020-2021. Institutions shall provide a written report of such additional funding to the Board at the August 2021 meeting.

	FY2020	FY2021	Change
Boise State University	5,265,600	5,007,400	-258,200
Idaho State University	5,750,000	5,468,000	-282,000
University of Idaho	6,850,000	6,514,100	-335,900
Lewis-Clark State College	3,532,600	3,359,400	-173,200
Total	21,398,200	20,348,900	-1,049,300

The Athletic Limits for FY 2020 and FY2021 are:

IMPACT

Policy V.X. limits spending of General Funds and Institutional funds for Athletics; waiving the caps for one-year falls within the parameters of Paragraph 4, given the exceptional circumstances and the one-year expansion of rosters, one factor considered under V.X.4. Without such capacity, institutions may need to limit roster sizes, defeating the purpose of the NCAA and NAIA expansions and adversely impacting student-athletes.

STAFF COMMENTS AND RECOMMENDATIONS

Board staff believe that the conditions anticipated in Policy V.X.4. relate specifically to the kinds of events under which our state institutions now find themselves. Allowing the institutions to provide such scholarships as a one-time methodology for this fiscal year only to accommodate those students who would return under the expanded roster is a reasonable solution to an immediate problem. Institutions must still meet all league scholarship requirements and adhere to all laws and statutes such as Title IX. Board staff recommends approval of the waiver.

BOARD ACTION

I move to approve a waiver of the caps for athletics spending from State General Funds and Institutional Funds established in Board Policy V.X.3 for the 2020-2021 academic year only to accommodate those athletes who have been granted an additional year of eligibility by NCAA or NAIA. A report on the utilization of the waiver is to be provided to the board at the August 2021 meeting of the State Board of Education.

Moved by	Seconded by _	Carried Yes	No
----------	---------------	-------------	----

UNIVERSITY OF IDAHO

SUBJECT

Disposal of Regents' real property, former University of Idaho (UI) Caine Center, Caldwell.

REFERENCE

February 2017	The State Board of Education (Regents) approved disposal by State Board of Land Commissioners auction.	
June 2019	Regents approved disposal of 27-acre bare land portion of property.	

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.I.5.b(3).

BACKGROUND/DISCUSSION

In 1978 the Regents acquired 40 acres of unimproved agricultural college endowment land for the purpose of constructing and operating the Caine Veterinary Center. That land adjoins the University of Idaho's Caldwell Research and Extension Center. The Regents paid \$111,000 to the State of Idaho-managed endowment, and then constructed the veterinary teaching center.

In 2016 UI's College of Agricultural and Life Sciences closed the Caine Center to reallocate College resources to programs and facilities that better met the needs of the College's current priorities in animal sciences and related areas. In February 2017, the Regents approved disposal of this property by planned auction to be conducted by the Idaho Department of Lands (IDL). This auction would have been in conjunction with a larger IDL auction of related and adjoining endowment lands including the Caldwell Research and Extension Center site.

Based on a preliminary estimate of auction value (\$665,000) from IDL consultants, and after consultation with IDL staff, UI chose to market the entire 40-acre property in an effort to receive a higher purchase price through a direct sale. Two offers for \$800,000 from residential developers were terminated by the potential buyers upon completion of their due diligence work. The value of the adjoining bare land for residential development was difficult to capture when the existing building was included in their purchase because of the building's anticipated demolition costs to a residential developer.

The UI then received, and the Regents accepted, an offer of \$537,740 for only the 27-acre unimproved portion of the property (not including the vacant teaching

center and land immediately surrounding that building). UI continued to separately market the building and surrounding land (about 13 acres) to buyers primarily interested in the commercial use of the existing building. UI has now received an offer of \$800,000 for the remaining property.

IMPACT

The Caine Center building has been mothballed for years and no longer serves any programmatic purpose. UI considers disposal of the remaining land and building as surplus property, and its sale can provide financial resources that can better align with University and College priorities and initiatives.

ATTACHMENTS

Attachment 1 – Purchase and sale agreement Attachment 2 – Map of original Caine property and subject parcel to be sold

STAFF COMMENTS AND RECOMMENDATIONS

Given that the University of Idaho has not utilized the building for years and any disposal of the property will not have a detrimental effect on the University of Idaho's ability to deliver programs, this sale will actually redirect resources which currently have no strategic value to create financial leverage that will benefit for UI in its current economic environment. Staff recommends approval.

BOARD ACTION

I move to approve the request by the University of Idaho to authorize sale of the Caine Center building and surrounding land for a total purchase price of \$800,000.00 under the terms and conditions set forth in the Purchase and Sale Agreement, Attachment 1, in the materials submitted to the Board; and to authorize the Vice President for Finance and Administration for the University of Idaho to execute all necessary transaction documents therefor.

Moved by _____ Seconded by _____ Carried Yes ____ No ____

Authentisign ID: 905509BA-052A-4756-8410-B676D4389C40



COUNTER OFFER #1

THIS COUNTER OFFER SUPERSEDES ALL PRIOR COUNTER OFFERS

THIS IS A LEGALLY BINDING CONTRACT, READ THE ENTIRE DOCUMENT, INCLUDING ANY ATTACHMENTS, CAREFULLY, BEFORE SIGNING. IF YOU HAVE ANY QUESTIONS CONSULT YOUR ATTORNEY BEFORE SIGNING.

This is a COUNTER OFFER #1, dated March 24, 2020 to the RE-23 Commercial/Investment Real Estate Purchase and Sale Agreement (hereinafter the "Agreement"):

Agreement Dated:	March 13, 2020	1D#	03132020tp
Property:	1020 E. Homedale Road, Caldwell, Idaho		
Buyer:	Royal Pro C		
Seller	Board of Regents of the University of Idaho		

SELLER accepts all of the terms and conditions in the Agreement with the following changes or amendments:

- 1. The Seller is hereby identified Board of Regents of the University of Idaho
- 2. The legal description of the Property is attached hereto as Exhibit A
- 3. Title of Seller is to be conveyed by special warranty deed (refer to Section 2).
- 4. The transaction contemplated by this Agreement is contingent upon approval from the Board of Regents of the University of Idaho being granted on or before July 20, 2020. In the event the Board fails to approve by the aforementioned date, this Agreement shall be terminated, and Seller shall reimburse Buyer for the actual costs incurred after the initial 60-day Contingency Period, for any third party reports up to \$5,000.00. Seller shall reimburse Buyer within thirty (30) days of receipt of paid invoices and copies of said reports.
- 5. In reference to Section 6 of the initial Agreement, the Deadlines are amended as follows:
 - a. Seller Disclosure Deadline: 10 calendar days from mutual execution of this Agreement.
 - b. Due Diligence Deadline: 60 calendar days from mutual execution of this Agreement.
 - Settlement and Closing Date: 30 days from notice of approval from the Board of Regents of the University of Idaho.
- Seller shall retain specific items of personal property which shall be listed (and attached to this Agreement) for Buyer's review during the Buyer's due diligence/inspection period.
- 7. In reference to Section 20 of the initial Agreement, Buyer shall be responsible for the obtainment and cost associated with all Buyer required inspections and reports, including Flood Certification, Environmental Phase I, PERC Test, Zoning Variance, Soil(s) Test(s), Hazardous Waste Report(s), Domestic Well Water Potability Test, Domestic Well Water Productivity Test, Septic Inspections, Septic Pumping and any other inspection/testing as Buyer sees fit. In no event shall Buyer make any intrusive physical testing
 - Inspection/testing as Buyer sees fit, in no event shall buyer make any infristree physical cosing (environmental, structural or otherwise) at the Property (such as soil borings or the like) without Seller's prior written consent (which consent shall not be unreasonably withheld or delayed), and Buyer shall in all events promptly return the Property to its prior condition and repair thereafter. Seller shall have the right,

Buyer Initials (______) (______ Seller Initials (______) (_____)

at its option, to cause a representative of Seller to be present at all inspections, reviews and examinations of the Property conducted hereunder. All requested tests/inspection/reports as indicated below shall be provided to the other party within seven (7) business days after receipt of the same.

- 8. In reference to Section 20, Seller has recently completed a survey of the Property which will be provided to Buyer on or before the Seller Disclosure Deadline. Seller shall not pay for any additional surveys. Seller will not pay for an additional survey, however Buyer has the option at its sole cost to obtain a survey as needed.
- In reference to Section 20, Buyer shall be responsible for the transfer of and any cost associated with the transfer water rights. Such transfer shall occur after Closing.
- 10. Section 36, Mineral Rights, of the Agreement shall be deleted in its entirety.
- 11. Wherever under the terms and provisions of this Agreement the time for performance falls upon a Saturday, Sunday, or legal holiday recognized by Section 73-108, Idaho Code, such time for performance shall be extended to the next business day, and any related deadlines shall be extended accordingly.

If original offer has expired, has been revoked and/or acceptance is late, then mutual execution of this Agreement shall constitute consent to revive and retender the original offer. To the extent the terms of this Counter Offer modify or conflict with any provisions of the Agreement, including all prior Amendments, Addendums, and Counter Offers, the terms in this Counter Offer shall control. All other terms and conditions of the Agreement including all prior Amendments and Addendums not modified by this Counter Offer shall remain the same. This agreement, upon its execution by both parties, is made an integral part of the Agreement.

The undersigned Seller reserves the right to withdraw this Counter Offer or accept any other offers at any time prior to them or their agent being in receipt of a true copy of signed acceptance of this counter offer. If a signed acceptance is not received on or before March 27, 2020 at 5:00pm this Counter Offer shall be deemed to have expired and the Counter Offer shall be null and void.

BUYER:	Royal Pro C	SELLER: Board of Regents of the University of Idaho
Вү:	Jason miller	By: Name: Brien Foisu
Name:	Jasen Miller	I Die MI Enzagen Admit
Its:	Managing Member	Its: Vice Fresident, Mancey Pramin
Date:	3 27 2020 Time: 2:30 pm	Date: 3-24-2028 Time: 10:32 AM
- 8	unger will delive to Pioneer Title in Caldwell,	tdaho,
		[J.M]
	seller_	BF

EXHIBIT A LEGAL DESCRIPTION



T-D ENGINEERS

Project No: 190164 Date: July 23, 2019 Page 1 of 1

PARCEL "A" LAND DESCRIPTION

A parcel of land located in the E1/2 of the NW1/4 of Section 10, Township 3 North, Range 3 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

BEGGINING at the North one-quarter corner of said Section 10; thence, along the east boundary of said E1/2 of the NW1/4,

- 1) 5.00°27'12"W., 593.26 feet; thence,
- N.89°21'13"W., 223.85 feet; thence,
- 3) 5.00°27'12"W., 113.93 feet; thence,
- 4) N.89°52'10"W., 622.27 feet; thence.
- 5) N.00°07'18"W., 701.42 feet to the north boundary of said E1/2 of the NW1/4; thence, along said boundary.
- 6) N.89°52'44"E., 853.19 feet to the POINT OF BEGINNING.

CONTAINING: 13.138 acres. SUBJECT TO: all Record Documents.



Seller BF

Buyer Initials (_____) (_____) Seller Initials (_____) (______)

Authentision	ID:	2899CD77-FF8	B-424C-884	0-372A36DE28D

/	
II RE	ALTORS [®]

RE-23 COMMERCIAL/INVESTMENT REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS IS A LEGALLY BINDING CONTRACT, READ THE ENTIRE DOCUMENT, INCLUDING ANY ATTACHMENTS. IF YOU HAVE ANY QUESTIONS, **CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT** BEFORE SIGNING.

	DITIO	19 DN
1	1	N
	UN HOUR	ñ.

Listing Agent Mike Green SELLING AGENCY ERA Selling Agent Tracey Provost 1. BUYER: Roya (Hereinafter called "BUYER") agrees to put (Hereinafter called "SELLER") agrees to put (Hereinafter called "SELLER") agrees to put (Hereinafter called "SELLER") agrees to put (Hereinafter called "SELLER") agrees to put (Hereinafter called "SELLER") agrees to put (Hereinafter called "SELLER") agrees to put (Hereinafter called "SELLER") agrees to put (Ity Caldwell County OR Legal Description Attached as exhibit BUYER and SELLER.) 2. \$ 800,000.00 PURCH which shall be payable by federal wire transfe be conveyed by @warranty deed □special w 3. FINANCING CONTINGENCY: This & BE SUBJECT TO ANY FINANCING CONTINA appraise at not less than purchase price or efforts to obtain financing. BUYER may also a conditions of this Agreement are fulfilled, and satisfactory appraisal and final lender underwer completed to the satisfaction of BUYER. This offer is contingent upon the sale. Cash proceeds from another sale: □ 4. \$ 5000 EARNEST MONEY: BUYER hereby offers the above stated an Evidenced by: Cash Iteld By Cash Iteld By	I Pro C Irchase, and SELLI the following describe enter 1020 E Homedal Canyon HASE PRICE: To or other collected fu varranty deed or IS DIS NOT an all of IS DIS NOT an all of BUYER'S Earnest M apply for a loan with the new loan does n riting after the release , refinance, and/o Yes No (N/A in mount as Earnest Mo	mikeg@tc Office P traceypro ER: ed real estate herein le Rd. , Idaho, Zip (Exhibit funds at Closing, unli- cash offer. If this is tot an all cash offer Money shall be retur different conditions to increase the cost se of all contingencie or closing of any if left blank)	okcomme Phone # pvost8@gr nafter referra ID it must acc Eight Hun less otherwie de s an all cas r and an ap rned at BUY and costs a ts or require es, inspectio other prop	208-377-2121 mail.com ed to as "PROPERT legally du company original ndred Thousand ise specified in an ac ed (not including clo sh offer, BUYER'S C opraisal is required ('ER'S request. BUYE and close transaction ments of the SELLE ons, due diligence an perty Yes X	Fax # Phone # Fax # Phone # escribed as: offer and be dendum hereto offer and be confer and confer and confer confer and confer and confer and confer confer and confer and confer confer and confer and confer and confer confer and confer and confer and confer confer and confer and confer and confer and confer and confer confer and confer and confer and confer and confer and confer confer and confer and c	bigned or initialed DOLLARS DOLLARS DOLLARS DOCLOSE SHALL NO PROPERTY must se good faith reasonal ther terms and ment is only subject to udies have been ft blank) DRS ey is/will be:
Listing Agent Mike Green SELLING AGENCY ER/ Selling Agent Tracey Provost 1. BUYER: Roya (Hereinafter called "BUYER") agrees to put (Hereinafter called "SELLER") agrees to put (Hereinafter called "SELLER") agrees to put (Hereinafter called "SELLER") agrees to put (Hereinafter called "SELLER") agrees to put (Hereinafter called "SELLER") agrees to put (Hereinafter called "SELLER") agrees to put (Hereinafter called "SELLER") agrees to put (OR Legal Description Attached as exhibit BUYER and SELLER.) 2. § 800,000.00 PURCH which shall be payable by federal wire transfe be conveyed by Øwarranty deed □special w 3. FINANCING CONTINGENCY: This E BE SUBJECT TO ANY FINANCING CONTINA appraise at not less than purchase price or efforts to obtain financing. BUYER may also a conditions of this Agreement are fulfilled, and satisfactory appraisal and final lender underwis completed to the satisfaction of BUYER. This offer is contingent upon the sale. Cash proceeds from another sale: □ 4. § 5000 EARNEST MONEY: BUYER hereby offers the above stated an Evidenced by: Held By □ Cash If Respo Mere factors [] Note See Section 5 <th>E-Mail_ A Westwind E-Mail_ I Pro C Inchase, and SELLI the following describe enter 1020 E Homedal Canyon A SE PRICE: or or other collected fur varranty deed or I IS DIS NOT an all I IGENCY. If this is more r BUYER'S Earnest M apply for a loan with the new loan does n riting after the release , refinance, and/o Yes No (N/A in mount as Earnest Mo</th> <th>mikeg@tc Office P traceypro ER: ed real estate herein le Rd. , Idaho, Zip (Exhibi funds at Closing, unli- cash offer. If this is tot an all cash offer Money shall be retur different conditions to increase the cost se of all contingencie or closing of any if left blank) <u>Five Thc</u> oney which shall be on <u>Delivered:</u> □ With Offer</th> <th>okcomme Phone # pvost8@gr nafter referra ID it must acc Eight Hun less otherwie de s an all cas r and an ap rned at BUY and costs a ts or require es, inspectio other prop</th> <th>rcial.com 208-377-2121 mail.com ed to as "PROPERT </th> <th>Phone # Fax # Phone # Phone # offer and be deendum hereto soing costs). DBLIGATION T by lender, the ER shall exercis in provided all ot ER. This Agreen and feasibility stu No (N/A if left DOLLA g. Earnest Mone Deposite</th> <th>208-941-1288 signed or initialed DOLLARS o. Title of SELLER is FO CLOSE SHALL NO PROPERTY must se good faith reasonal ther terms and ment is only subject to udies have been ft blank) ARS ey is/will be: d:</th>	E-Mail_ A Westwind E-Mail_ I Pro C Inchase, and SELLI the following describe enter 1020 E Homedal Canyon A SE PRICE: or or other collected fur varranty deed or I IS DIS NOT an all I IGENCY. If this is more r BUYER'S Earnest M apply for a loan with the new loan does n riting after the release , refinance, and/o Yes No (N/A in mount as Earnest Mo	mikeg@tc Office P traceypro ER: ed real estate herein le Rd. , Idaho, Zip (Exhibi funds at Closing, unli- cash offer. If this is tot an all cash offer Money shall be retur different conditions to increase the cost se of all contingencie or closing of any if left blank) <u>Five Thc</u> oney which shall be on <u>Delivered:</u> □ With Offer	okcomme Phone # pvost8@gr nafter referra ID it must acc Eight Hun less otherwie de s an all cas r and an ap rned at BUY and costs a ts or require es, inspectio other prop	rcial.com 208-377-2121 mail.com ed to as "PROPERT	Phone # Fax # Phone # Phone # offer and be deendum hereto soing costs). DBLIGATION T by lender, the ER shall exercis in provided all ot ER. This Agreen and feasibility stu No (N/A if left DOLLA g. Earnest Mone Deposite	208-941-1288 signed or initialed DOLLARS o. Title of SELLER is FO CLOSE SHALL NO PROPERTY must se good faith reasonal ther terms and ment is only subject to udies have been ft blank) ARS ey is/will be: d:
SELLING AGENCY ERA Selling Agent Tracey Provost 1. BUYER: Roya (Hereinafter called "BUYER") agrees to put (Hereinafter called "SELLER") agrees to sell t COMMONLY KNOWN AS Caine Co City Caldwell CommonLy KNOWN AS Caine Co City Caldwell CommonLy KNOWN AS Caine Co OR Legal Description Attached as exhibit BUYER and SELLER.) 2. § 800,000.00 PURCH which shall be payable by federal wire transfe be conveyed by Øwarranty deed □special w 3. FINANCING CONTINGENCY: This E BE BE SUBJECT TO ANY FINANCING CONTIN BUYER may also a conditions of this Agreement are fulfilled, and satisfactory appraisal and final lender underwar completed to the satisfaction of BUYER. This offer is contingent upon the sale, Cash proceeds from another sale: □ 4. § 5000 EARNEST MONEY: BUYER hereby offers the above stated an Evidenced by: Held By □ Cash Ø Respo Ø Ø Personal Check □ Closin See Section 5 THE RESPONSIBLE BROKER SHALL BE:	A Westwind E-Mail I Pro C Irchase, and SELLI the following describe enter 1020 E Homedal Canyon HASE PRICE: F or other collected for varranty deed or I IS DIS NOT an all IGENCY. If this is nor r BUYER'S Earnest M apply for a loan with the new loan does nor riting after the release , refinance, and/o Yes No (N/A in 	Office P traceypro	Phone # pyost8@gr nafter referred ID it must acc Eight Hur less otherwin de s an all cas r and an ap rned at BUY and costs a ts or require es, inspectio other prop	208-377-2121 mail.com ed to as "PROPERT legally du company original ndred Thousand ise specified in an ac ed (not including clo sh offer, BUYER'S C opraisal is required ('ER'S request. BUYE and close transaction ments of the SELLE ons, due diligence an perty Yes X	Fax # Phone #	208-941-1288 signed or initialed DOLLARS o. Title of SELLER is FO CLOSE SHALL NO PROPERTY must se good faith reasonal ther terms and ment is only subject to udies have been ft blank) ARS ey is/will be: d:
Selling Agent Tracey Provost 1. BUYER: Roya (Hereinafter called "BUYER") agrees to pu (Hereinafter called "SELLER") agrees to sell t COMMONLY KNOWN AS Caine Gr City Caldwell County OR Legal Description Attached as exhibit BUYER and SELLER.) 2. \$ 800,000.00 PURCH which shall be payable by federal wire transfe be conveyed by Øwarranty deed □special w 3. FINANCING CONTINGENCY: This & BE SUBJECT TO ANY FINANCING CONTIN appraise at not less than purchase price or efforts to obtain financing. BUYER may also a conditions of this Agreement are fulfilled, and satisfactory appraisal and final lender underwar completed to the satisfaction of BUYER. This offer is contingent upon the sale, Cash proceeds from another sale: WYER hereby offers the above stated an Evidenced by: BUYER hereby offers the above stated an Evidenced by: BUYER hereby offers the above stated an Evidenced by: Cashier's Check See Section 5 THE RESPONSIBLE BROKER SHALL BE:	E-Mail_ I Pro C Irchase, and SELLI the following describe enter 1020 E Homedal Canyon HASE PRICE: I or of ther collected for varranty deed or I IS DIS NOT an all IGENCY. If this is nor r BUYER'S Earnest M apply for a loan with the new loan does nor riting after the release , refinance, and/o Yes No (N/A in mount as Earnest Mo consible Broker	ER:	it must acc Eight Hun it must acc Eight Hun less otherwi de s an all cas r and an ap rned at BUY and costs a ts or require es, inspectio other prop	ed to as "PROPERT ed to as "PROPERT legally du company original ndred Thousand ise specified in an ac eed (not including clo sh offer, BUYER'S C opraisal is required ('ER'S request. BUYE and close transaction ments of the SELLE ons, due diligence an perty Yes X	Phone # Y''' escribed as: offer and be ddendum hereto by lender, the ER shall exercise in provided all of ER shall exercise DBLIGATION T by lender, the ER shall exercise in provided all of ER shall exercise DDLIA DOLLA g. Earnest Mone <u>Deposite</u>	signed or initialed DOLLARS o. Title of SELLER is TO CLOSE SHALL NO PROPERTY must se good faith reasonal ther terms and ment is only subject to udies have been ft blank) ARS ey is/will be: bd:
(Hereinafter called "BUYER") agrees to put (Hereinafter called "SELLER") agrees to sell to COMMONLY KNOWN AS Caine Cain	ACC IN A Context of the release of t	ed real estate herein le Rd. , Idaho, Zip (Exhibition funds at Closing, unlead cash offer. If this is not an all cash offer Money shall be return different conditions not increase the cost se of all contingencies or closing of any if left blank) <u>Five Tho</u> oney which shall be on <u>Delivered:</u> □ With Offer	ID it must acc Eight Hun less otherwin de s an all cas r and an ap rmed at BUY and costs a ts or require es, inspectio other prop	legally de company original ndred Thousand ise specified in an ac sed (not including clo sh offer, BUYER'S C opraisal is required 'ER'S request. BUYE and close transaction ements of the SELLE ons, due diligence an perty Yes X	ddendum hereto offer and be ddendum hereto osing costs). DBLIGATION T by lender, the ER shall exercise no provided all of ER. This Agreen and feasibility stu No (N/A if left DOLLA g. Earnest Mone Deposite	signed or initialed DOLLARS o. Title of SELLER is TO CLOSE SHALL NO PROPERTY must se good faith reasonal ther terms and ment is only subject to udies have been ft blank) NRS ey is/will be: bd:
(Hereinafter called "BUYER") agrees to put (Hereinafter called "SELLER") agrees to sell to COMMONLY KNOWN AS Caine Cain	ACC IN A Context of the release of t	ed real estate herein le Rd. , Idaho, Zip (Exhibition funds at Closing, unlead cash offer. If this is not an all cash offer Money shall be return different conditions not increase the cost se of all contingencies or closing of any if left blank) <u>Five Tho</u> oney which shall be on <u>Delivered:</u> □ With Offer	ID it must acc Eight Hun less otherwin de s an all cas r and an ap rmed at BUY and costs a ts or require es, inspectio other prop	legally de company original ndred Thousand ise specified in an ac sed (not including clo sh offer, BUYER'S C opraisal is required 'ER'S request. BUYE and close transaction ements of the SELLE ons, due diligence an perty Yes X	ddendum hereto offer and be ddendum hereto osing costs). DBLIGATION T by lender, the ER shall exercise no provided all of ER. This Agreen and feasibility stu No (N/A if left DOLLA g. Earnest Mone Deposite	DOLLARS DOLLARS o. Title of SELLER is DO CLOSE SHALL NO PROPERTY must se good faith reasona ther terms and ment is only subject to idies have been ft blank) DRS ey is/will be: d:
(Hereinafter called "SELLER") agrees to sell t COMMONLY KNOWN AS Caine Greet City Caldwell County OR Legal Description Attached as exhibit BUYER and SELLER.) 2. \$ 800,000.00 PURCH which shall be payable by federal wire transfe be conveyed by @warranty deed □special w 3. FINANCING CONTINGENCY: This IF BE SUBJECT TO ANY FINANCING CONTINA appraise at not less than purchase price or efforts to obtain financing. BUYER may also a conditions of this Agreement are fulfilled, and satisfactory appraisal and final lender underwar completed to the satisfaction of BUYER. This offer is contingent upon the sale, Cash proceeds from another sale: □ 4. \$ 5000 EARNEST MONEY: BUYER hereby offers the above stated an Evidenced by: Held By □ Cash I Respo Ø Personal Check □ Closin □ See Section 5 See Section 5 THE RESPONSIBLE BROKER SHALL BE:_ 5. OTHER TERMS AND/OR CONDIT contingencies which must be satisfied prior to Seller shall provide to buyer all available copies of parties on investigations concerning the property satisfaction or waiver of the conditions and contibus buyer at Buyer's sole discretion.	the following describe enter 1020 E Homedal Canyon HASE PRICE: r or other collected fu varranty deed or IS DIS NOT an all of BUYER'S Earnest M apply for a loan with the new loan does no riting after the released , refinance, and/o Yes No (N/A it mount as Earnest Mo consible Broker	ed real estate herein le Rd. , Idaho, Zip (Exhibition funds at Closing, unlead cash offer. If this is not an all cash offer Money shall be return different conditions not increase the cost se of all contingencies or closing of any if left blank) <u>Five Tho</u> oney which shall be on <u>Delivered:</u> □ With Offer	ID it must acc Eight Hun less otherwin de s an all cas r and an ap rmed at BUY and costs a ts or require es, inspectio other prop	legally de company original ndred Thousand ise specified in an ac sed (not including clo sh offer, BUYER'S C opraisal is required 'ER'S request. BUYE and close transaction ements of the SELLE ons, due diligence an perty Yes X	ddendum hereto offer and be ddendum hereto osing costs). DBLIGATION T by lender, the ER shall exercise no provided all of ER. This Agreen and feasibility stu No (N/A if left DOLLA g. Earnest Mone Deposite	signed or initialed DOLLARS o. Title of SELLER is TO CLOSE SHALL NO PROPERTY must se good faith reasonal ther terms and ment is only subject to udies have been ft blank) NRS ey is/will be: bd:
City Caldwell County_ OR Legal Description Attached as exhibit_ BUYER and SELLER.) 2. \$ 800,000.00 PURCH which shall be payable by federal wire transfe be conveyed by Øwarranty deed □special w 3. FINANCING CONTINGENCY: This Ø BE SUBJECT TO ANY FINANCING CONTIN appraise at not less than purchase price or efforts to obtain financing. BUYER may also a conditions of this Agreement are fulfilled, and satisfactory appraisal and final lender underwid completed to the satisfaction of BUYER. This offer is contingent upon the sale. Cash proceeds from another sale: □ 4. \$ 5000 EARNEST MONEY: BUYER hereby offers the above stated an Evidenced by: Held By □ Cash Ø Respo Ø Personal Check Closin □ See Section 5 Stee S THE RESPONSIBLE BROKER SHALL BE:	Canyon Ca	, Idaho, Zip (Exhibit funds at Closing, unle cash offer. If this is not an all cash offer Money shall be retur different conditions - not increase the cost se of all contingencie or closing of any if left blank) <u>Five Thc</u> oney which shall be of <u>Delivered:</u> □ With Offer	it must acc Eight Hun less otherwin de s an all cas r and an ap rned at BUY and costs a ts or require es, inspectio other prop	company original ndred Thousand ise specified in an ac- seed (not including clo- sh offer, BUYER'S Co- praisal is required /ER'S request. BUYE and close transaction ements of the SELLE ons, due diligence an perty Yes X	offer and be ddendum hereto by lender, the ER shall exercis <i>provided all of</i> <i>R</i> . This Agreen d feasibility stu No (N/A if lef DOLLA g. Earnest Mono <u>Deposite</u>	DOLLARS DOLLARS o. Title of SELLER is DOCLOSE SHALL Ne PROPERTY must se good faith reasona ther terms and ment is only subject to idies have been ft blank) DRS ey is/will be: d:
OR Legal Description Attached as exhibit	HASE PRICE: r or other collected for varranty deed or IS	(Exhibit funds at Closing, unle cash offer. If this is not an all cash offer Money shall be retur different conditions s not increase the cost se of all contingencie or closing of any if left blank) <u>Five Thc</u> oney which shall be of <u>Delivered:</u> U With Offer	it must acc Eight Hun less otherwin de s an all cas r and an ap rned at BUY and costs a ts or require es, inspectio other prop	company original ndred Thousand ise specified in an ac- seed (not including clo- sh offer, BUYER'S Co- praisal is required /ER'S request. BUYE and close transaction ements of the SELLE ons, due diligence an perty Yes X	offer and be ddendum hereto by lender, the ER shall exercis <i>provided all of</i> <i>R</i> . This Agreen d feasibility stu No (N/A if lef DOLLA g. Earnest Mono <u>Deposite</u>	DOLLARS DOLLARS o. Title of SELLER is DOCLOSE SHALL Ne PROPERTY must se good faith reasona ther terms and ment is only subject to idies have been ft blank) DRS ey is/will be: d:
BUYER and SELLER.) 2. \$ 800,000.00 PURCH which shall be payable by federal wire transfe be conveyed by Øwarranty deed □special w 3. FINANCING CONTINGENCY: This E BE SUBJECT TO ANY FINANCING CONTIN appraise at not less than purchase price or efforts to obtain financing. BUYER may also a conditions of this Agreement are fulfilled, and satisfactory appraisal and final lender underwar completed to the satisfaction of BUYER. This offer is contingent upon the sale, Cash proceeds from another sale: □ 4. \$ 5000 EARNEST MONEY: BUYER hereby offers the above stated an Evidenced by: Held By □ Cash Ø Respo Ø Personal Check □ Closin □ See Section 5 Stee Section 5 THE RESPONSIBLE BROKER SHALL BE:_ 5. OTHER TERMS AND/OR CONDIT Contingencies which must be satisfied prior to Seller shall provide to buyer all available copies of parties on investigations concerning the property satisfaction or waiver of the conditions and continuous buyer at Buyer's sole discretion.	HASE PRICE: r or other collected fr varranty deed or IS DIS NOT an all IGENCY. If this is nor r BUYER'S Earnest M apply for a loan with the new loan does nor riting after the release , refinance, and/o Yes No (N/A in mount as Earnest Mo consible Broker	funds at Closing, unli- cash offer. If this is tot an all cash offer Money shall be retur different conditions to increase the cost se of all contingencie or closing of any if left blank) <u>Five Thc</u> oney which shall be of <u>Delivered:</u> \Box With Offer	Eight Hun less otherwin de s an all cas r and an ap rned at BUY and costs a ts or require es, inspectio other prop	ndred Thousand ise specified in an ac eed (not including clo sh offer, BUYER'S C praisal is required ('ER'S request. BUYE and close transaction ments of the SELLE ons, due diligence an perty Yes X	ddendum hereto osing costs). DBLIGATION T by lender, the ER shall exercise in provided all ot ER. This Agreen and feasibility stu No (N/A if left DOLLA g. Earnest Mono <u>Deposite</u>	DOLLARS o. Title of SELLER is TO CLOSE SHALL NO PROPERTY must se good faith reasona ther terms and ment is only subject to udies have been ft blank) ARS ey is/will be:
which shall be payable by federal wire transfe be conveyed by Øwarranty deed □special w 3. FINANCING CONTINGENCY: This Ø BE SUBJECT TO ANY FINANCING CONTIN appraise at not less than purchase price or efforts to obtain financing. BUYER may also a conditions of this Agreement are fulfilled, and satisfactory appraisal and final lender underwice completed to the satisfaction of BUYER. This offer is contingent upon the sale. Cash proceeds from another sale: □ 4. \$ 5000 EARNEST MONEY: BUYER hereby offers the above stated and Evidenced by: Held By: □ Cash I Responder I Cashier's Check See Section 5 THE RESPONSIBLE BROKER SHALL BE:_ 5. OTHER TERMS AND/OR CONDIT contingencies which must be satisfied prior to Seller shall provide to buyer all available copies of partisfaction or waiver of the conditions and conting buyer's sole discretion.	ar or other collected fu varranty deed or IGENCY. If this is nor BUYER'S Earnest M apply for a loan with the new loan does nor riting after the release , refinance, and/o Yes No (N/A in mount as Earnest Mo	cash offer. If this is not an all cash offer Money shall be retur different conditions not increase the cost se of all contingencie or closing of any if left blank) <u>Five Thc</u> oney which shall be on <u>Delivered:</u> □ With Offer	ess otherwing de s an all cas r and an ap rmed at BUY and costs a ts or require es, inspection other prop	ise specified in an acceed (not including closes of the offer, BUYER'S Copraisal is required (ER'S request. BUYE and close transaction ements of the SELLE ons, due diligence and perty Yes X	ddendum hereto osing costs). DBLIGATION T by lender, the ER shall exercise <i>provided all ot</i> <i>ER.</i> This Agreen hd feasibility stu No (N/A if left DOLLA g. Earnest Mono <u>Deposite</u>	o. Title of SELLER is TO CLOSE SHALL NO PROPERTY must se good faith reasona ther terms and ment is only subject to udies have been ft blank) NRS ey is/will be: bd:
be conveyed by Øwarranty deed Special w 3. FINANCING CONTINGENCY: This R BE SUBJECT TO ANY FINANCING CONTIN appraise at not less than purchase price or efforts to obtain financing. <i>BUYER may also a</i> <i>conditions of this Agreement are fulfilled, and</i> satisfactory appraisal and final lender underword completed to the satisfaction of BUYER. This offer is contingent upon the sale , Cash proceeds from another sale: 4. \$ 5000 EARNEST MONEY: BUYER hereby offers the above stated and Evidenced by: Cash ØResponder Personal Check Closin Cashier's Check See S Wire Transfer Note See Section 5 THE RESPONSIBLE BROKER SHALL BE: 5. OTHER TERMS AND/OR CONDIT contingencies which must be satisfied prior to Seller shall provide to buyer all available copies of parties on investigations concerning the property satisfaction or waiver of the conditions and contin buyer at Buyer's sole discretion.	Varranty deed or IS IS NOT an all IGENCY. If this is nor apply for a loan with a the new loan does nor riting after the release , refinance, and/o Yes No (N/A in nount as Earnest Mo consible Broker	cash offer. If this is tot an all cash offer Money shall be return different conditions for increase the cost se of all contingencies or closing of any if left blank) <u>Five The</u> oney which shall be of <u>Delivered:</u> U With Offer	de s an all cas r and an ap rned at BUY and costs a ts or require es, inspectio other pro	eed (not including clo sh offer, BUYER'S C opraisal is required ('ER'S request. BUYH and close transaction ements of the SELLE ons, due diligence an perty Yes X	DBLIGATION T by lender, the ER shall exercise of provided all of ER. This Agreen and feasibility stu No (N/A if lef DOLLA g. Earnest Mone Deposite	TO CLOSE SHALL NO PROPERTY must se good faith reasona ther terms and ment is only subject to udies have been ft blank) RS ey is/will be: nd:
3. FINANCING CONTINGENCY: This E BE SUBJECT TO ANY FINANCING CONTIN appraise at not less than purchase price or efforts to obtain financing. BUYER may also a conditions of this Agreement are fulfilled, and satisfactory appraisal and final lender underwin completed to the satisfaction of BUYER. This offer is contingent upon the sale, Cash proceeds from another sale: 4. <u>\$ 5000</u> EARNEST MONEY: BUYER hereby offers the above stated an Evidenced by: Cash EVIDENCE Closin Personal Check Closin Cashier's Check See S Wire Transfer Note See Section 5 THE RESPONSIBLE BROKER SHALL BE:_ 5. OTHER TERMS AND/OR CONDIT contingencies which must be satisfied prior to Seller shall provide to buyer all available copies of parties on investigations concerning the property satisfaction or waiver of the conditions and contin buyer at Buyer's sole discretion.	IS DIS NOT an all IGENCY. If this is nor r BUYER'S Earnest M apply for a loan with the new loan does nor riting after the release , refinance, and/o Yes No (N/A in mount as Earnest Mo consible Broker	cash offer. If this is not an all cash offer Money shall be retur <i>different conditions</i> <i>not increase the cost</i> se of all contingencie or closing of any if left blank) <u>Five Thc</u> oney which shall be of <u>Delivered:</u> U With Offer	s an all cas r and an ap rned at BUY and costs a ts or require es, inspectio other pro	sh offer, BUYER'S Copraisal is required (FER'S request. BUYE and close transaction ements of the SELLE ons, due diligence an perty Yes X	DBLIGATION T by lender, the ER shall exercise provided all of R. This Agreen d feasibility stu No (N/A if lef DOLLA g. Earnest Mone Deposite	PROPERTY must se good faith reasona ther terms and ment is only subject to udies have been ft blank) MRS ey is/will be: bd:
BE SUBJECT TO ANY FINANCING CONTIN appraise at not less than purchase price or efforts to obtain financing. BUYER may also a conditions of this Agreement are fulfilled, and satisfactory appraisal and final lender underwise completed to the satisfaction of BUYER. This offer is contingent upon the sale, Cash proceeds from another sale: 4. <u>\$ 5000</u> EARNEST MONEY: BUYER hereby offers the above stated an Evidenced by: Cash BOYER Closin Personal Check Closin Cashier's Check See S Wire Transfer Note See Section 5 THE RESPONSIBLE BROKER SHALL BE:_ 5. OTHER TERMS AND/OR CONDIT contingencies which must be satisfied prior to Seller shall provide to buyer all available copies of parties on investigations concerning the property satisfaction or waiver of the conditions and contin buyer at Buyer's sole discretion.	IGENCY. If this is not r BUYER'S Earnest M apply for a loan with the new loan does n riting after the release , refinance, and/o Yes No (N/A in mount as Earnest Mo	tot an all cash offer Money shall be return different conditions is not increase the cost se of all contingencie or closing of any if left blank) <u>Five Thc</u> oney which shall be of <u>Delivered:</u> □ With Offer	r and an ap rned at BUY and costs a ts or require es, inspectio other pro	peraisal is required ('ER'S request. BUYt and close transaction ements of the SELLE ons, due diligence an perty Yes X	by lender, the ER shall exercise provided all of ER. This Agreen and feasibility stu No (N/A if lef DOLLA g. Earnest Mone Deposite	PROPERTY must se good faith reasona <i>ther terms and</i> ment is only subject to udies have been ft blank) MRS ey is/will be: hd:
Cash proceeds from another sale:	Yes No (N/A in nount as Earnest Mo	if left blank) Five Tho oney which shall be o Delivered: □ With Offer			DOLLA g. Earnest Mone Deposite	∖RS ey is/will be∶ id <u>:</u>
Cash proceeds from another sale:	Yes No (N/A in nount as Earnest Mo	if left blank) Five Tho oney which shall be o Delivered: □ With Offer			DOLLA g. Earnest Mone Deposite	∖RS ey is/will be∶ id <u>:</u>
4. \$ 5000 EARNEST MONEY: BUYER hereby offers the above stated an Evidenced by: Held By: Cash Closin Cash Closin Personal Check Closin Cashier's Check See S Wire Transfer Note See Section 5 See Section 5 THE RESPONSIBLE BROKER SHALL BE: South and the provide to buyer all available copies of parties on investigations concerning the property satisfaction or waiver of the conditions and continuous pure at Buyer's sole discretion.	nount as Earnest Mo	Five The oney which shall be o Delivered: With Offer	ousand credited to E	BUYER upon closing	Deposite	<u>ed:</u>
Evidenced by: Held By: □ Cash Image: Cash and Check □ Personal Check □ Closin □ Cashier's Check □ Closin □ Cashier's Check □ See Section □ Wire Transfer □ Note □ See Section 5 See Section 5 THE RESPONSIBLE BROKER SHALL BE: 5. OTHER TERMS AND/OR CONDIT contingencies which must be satisfied prior to Seller shall provide to buyer all available copies of parties on investigations concerning the property satisfaction or waiver of the conditions and continues buyer at Buyer's sole discretion.	<u>:</u> onsible Broker	Delivered:	ousand credited to E	BUYER upon closing	Deposite	<u>ed:</u>
Evidenced by: Held By: □ Cash Image: Cash and Check □ Personal Check □ Closin □ Cashier's Check □ Closin □ Cashier's Check □ See Section □ Wire Transfer □ Note □ See Section 5 See Section 5 THE RESPONSIBLE BROKER SHALL BE: 5. OTHER TERMS AND/OR CONDIT contingencies which must be satisfied prior to Seller shall provide to buyer all available copies of parties on investigations concerning the property satisfaction or waiver of the conditions and continues buyer at Buyer's sole discretion.	<u>:</u> onsible Broker	Delivered:	credited to E	BUYER upon closing	Deposite	<u>ed:</u>
Cash Respondent Respondent Respondent Respondent Respondent Cashier's Check Closin Cashier's Check See Section Contingencies Content Contingencies Content Co	onsible Broker	□ With Offer			10000000	There are a series of the series
Personal Check Closin Cashier's Check See S Wire Transfer Note See Section 5 THE RESPONSIBLE BROKER SHALL BE:_ 5. OTHER TERMS AND/OR CONDIT contingencies which must be satisfied prior to Seller shall provide to buyer all available copies o parties on investigations concerning the property satisfaction or waiver of the conditions and contin buyer at Buyer's sole discretion.						Receipt and Acceptan
Cashier's Check See S See S See S See Section 5 See Section 5 See Section 5 Seller shall provide to buyer all available copies of parties on investigations concerning the property satisfaction or waiver of the conditions and contin buyer at Buyer's sole discretion.	ng Company	1 Mithin				
Wire Transfer Note See Section 5 HE RESPONSIBLE BROKER SHALL BE:		left blank) of ac		s days (three [3] if	Acceptan	
 Note See Section 5 THE RESPONSIBLE BROKER SHALL BE: OTHER TERMS AND/OR CONDIT contingencies which must be satisfied prior to Seller shall provide to buyer all available copies coparties on investigations concerning the property satisfaction or waiver of the conditions and continuous buyer at Buyer's sole discretion. 	Section 5	See Section	n 5		□ See Se	ection 5
☐ See Section 5 THE RESPONSIBLE BROKER SHALL BE: 5. OTHER TERMS AND/OR CONDIT contingencies which must be satisfied prior to Seller shall provide to buyer all available copies of parties on investigations concerning the property satisfaction or waiver of the conditions and contin buyer at Buyer's sole discretion.						
THE RESPONSIBLE BROKER SHALL BE:_ 5. OTHER TERMS AND/OR CONDIT contingencies which must be satisfied prior to Seller shall provide to buyer all available copies of parties on investigations concerning the property satisfaction or waiver of the conditions and contin buyer at Buyer's sole discretion.						
5. OTHER TERMS AND/OR CONDIT contingencies which must be satisfied prior to Seller shall provide to buyer all available copies o parties on investigations concerning the property satisfaction or waiver of the conditions and contil buyer at Buyer's sole discretion.						
5. OTHER TERMS AND/OR CONDIT contingencies which must be satisfied prior to Seller shall provide to buyer all available copies o parties on investigations concerning the property satisfaction or waiver of the conditions and contil buyer at Buyer's sole discretion.				1		
contingencies which must be satisfied prior to Seller shall provide to buyer all available copies o parties on investigations concerning the property satisfaction or waiver of the conditions and contil buyer at Buyer's sole discretion.			Bob H	iura		
costs. 3% Buyers realtors fees paid by seller out of selle	closing of existing contracts, c y. The buyer's obligati ngencies describes he nest money will be full er's proceeds.	civil engineering desig ion to purchase the pr erein during the due d Ily refunded. In the ev	gns, zoning o roperty and s diligence peri vent of such o	changes, surveys, tes seller's obligation to s iod. Results of all lan occurrence, the partie	ts, permits, and sell the property d inspections sh es shall be respo	any reports from third is subject to the hall be satisfactory to t onsible for their own
6. DEADLINES: The following deadlines sh AGREEMENT.	nall be binding on th	ne parties and referr	red by name	e in this Agreement.	. TIME IS OF 1	THE ESSENCE IN T
(A) "SELLER DISCLOSURE DEADLINE (B) "DUE DILIGENCE DEADLINE": (C) "SETTLEMENT AND CLOSING DE/		60 0		DAYS (ten [10] if le DAYS (thirty [30] if		
						Section and the

This form is printed and distributed by the Idaho Association of REALTORS®, Inc, This form has been designed and is provided for use by the real estate professionals who are Idaho Association of REALTORS®, USE BY ANY OTHER PERSON IS PROHIBITED, ©Copyright Idaho Association of REALTORS®, Inc, All rights reserved. 2019 EDITION RE-23 COMMERCIAL / INVESTMENT REAL ESTATE PURCHASE AND SALE AGREEMENT Page 1 of 7 JULY 2019 EDITION

PROPERTY ADDRESS:	Caine Center 1020 E Homedale Rd.	Caldwell	ID	ID#:	0313202	20tp
7. TITLE COMPANY: The	parties agree that	Pioneer Title				
Title Company located at 610	S Kimball Ave, Caldwell ID 83605			sh	all provide	the tit
policy and preliminary report	of commitment.					
ACCEPTANCE This of	an many he servelued at any time prior to concertan	as and is made subject to acceptor	an or hof			
	er may be revoked at any time prior to acceptant at (Local Time in which PROPERTY is lo			ore		
(Date) 03/10/2020		Dealed) 3.00				
9. ASSIGNMENT: This Age	eement and any rights or interests created here	in 🛿 may 🗆 may not be sold, trans	ferred, or oth	erwise as	signed.	
10 ITEMS INCLUDED &	EXCLUDED IN THIS SALE: All existing fixt	lures and fittings that are attached	to the PROP	PERTY an		
	excluded below) and shall be transferred free of					
fittings and irrigation fixtures	and equipment, that are now on or used in conn	ection with the PROPERTY are incl	uded in the p	ourchase p	price and sha	all inclu
(1) all personal property owned	ed by the SELLER and used primarily in connect	tion with the PROPERTY, and (2)	all rights and	d easemen	nts appurten	ant to t
PROPERTY. BUYER should :	satisfy himself/herself that the condition of the inclu	uded items is acceptable. The terms	s stated in th	is section	shall control	over a
oral statements, prior written	communications and/or prior publications incl	luding but not limited to MLS listi	ngs and adv	ertisemen	ts. Personal	proper
described in a property disclo	sure report shall not be inferred as to be include	d unless specifically set forth herein	n.			
ITEMS SPECIFICALLY INCL All equipment including	chute, scale, tables, etc.					
an equipment, moluumy	onate, soure, tables, etc.					
ITEMS SPECIFICALLY EXC	UDED IN THIS SALE:					
which the PROPERTV is loca	led At Closing SELLER and BLIVER shall ever	been recorded in the official record ute an Assignment and Assumptio	n Agreement	transferrir	ng all leases	and
	ted. At Closing, SELLER and BUYER shall exec BUYER through written agreement of the Partie	ute an Assignment and Assumptio	n Agreement	transferrir	ng all leases	and
vendor contracts assumed by 12. TITLE INSURANCE: 1		ute an Assignment and Assumptio s. ges available other than those li	n Agreement sted below a	transferrir and partie	ng all leases	and
vendor contracts assumed by 12. TITLE INSURANCE: 1 are advised to talk to a title	BUYER through written agreement of the Partie here may be types of title insurance covera company about any other coverages available	ute an Assignment and Assumptio s. ges available other than those li le that will give the BUYER addit	n Agreement sted below a ional covera	transferrir and partie ge	ng all leases es to this aç	and greeme
vendor contracts assumed by 12. TITLE INSURANCE: 1 are advised to talk to a title (A). PRELIMINARY TITLE	BUYER through written agreement of the Partie	ute an Assignment and Assumptio s. ges available other than those li le that will give the BUYER addit s Seller Disclosure Deadline, SELLE	n Agreement sted below a ional covera ER shall furni:	transferrir and partie ge sh to BUYI	ng all leases es to this ag ER, at SELL	and greeme ER's sc
vendor contracts assumed by 12. TITLE INSURANCE: 1 are advised to talk to a title (A). PRELIMINARY TITLE cost and expense, a prelim each instrument, agreemer	BUYER through written agreement of the Partie There may be types of title insurance covera company about any other coverages available COMMITMENT AND CC&RS: No later than the inary commitment of a title insurance policy show it or document listed as an exception to title in t	ute an Assignment and Assumptio s. ges available other than those li le that will give the BUYER addit Seller Disclosure Deadline, SELLE wing the condition of the title to sai he title commitment that is reasona	n Agreement sted below a ional covera ER shall furnia d PROPERT ably available	transferrir and partie ge sh to BUYI Y, which s to SELLE	ng all leases es to this ag ER, at SELL hall include ER <u>and</u> a co	and greeme ER's sc a copy py of a
vendor contracts assumed by 12. TITLE INSURANCE: 1 are advised to talk to a title (A). PRELIMINARY TITLE cost and expense, a prelim each instrument, agreemer covenants, conditions and i	BUYER through written agreement of the Partie There may be types of title insurance covera company about any other coverages available COMMITMENT AND CC&RS: No later than the inary commitment of a title insurance policy show to r document listed as an exception to title in t estrictions (CC&Rs) applicable to the PROPER	ute an Assignment and Assumptio s. ges available other than those li le that will give the BUYER addit Seller Disclosure Deadline, SELLE wing the condition of the title to sai he title commitment that is reasona TY. BUYER shall have fifteen (15) l	n Agreement sted below a ional covera ER shall furnia d PROPERT ably available business day	transferrir and partie ge sh to BUYI Y, which s to SELLE s from rec	ng all leases es to this ag ER, at SELL hall include ER <u>and</u> a co eipt of the pr	and greeme ER's sc a copy py of an relimina
vendor contracts assumed by 12. TITLE INSURANCE: T are advised to talk to a title (A). PRELIMINARY TITLE cost and expense, a prelim each instrument, agreemer covenants, conditions and i commitment within which to	BUYER through written agreement of the Partie There may be types of title insurance covera- company about any other coverages available COMMITMENT AND CC&RS: No later than the inary commitment of a title insurance policy show it or document listed as an exception to title in t estrictions (CC&Rs) applicable to the PROPER object in writing to the condition of the title as s	ute an Assignment and Assumptio s. ges available other than those li le that will give the BUYER addit Seller Disclosure Deadline, SELLE wing the condition of the title to sai he title commitment that is reasona TY. BUYER shall have fifteen (15) let forth in the preliminary commitm	n Agreement sted below a ional covera ER shall furnia d PROPERT ably available business day ent. BUYER	transferrin and partie ge sh to BUYI Y, which s to SELLE s from rec shall have	ng all leases es to this ag ER, at SELL hall include ER <u>and</u> a co eipt of the pr e fifteen (15)	and greeme ER's sc a copy py of an relimina busine:
vendor contracts assumed by 12. TITLE INSURANCE: T are advised to talk to a title (A). PRELIMINARY TITLE cost and expense, a prelim each instrument, agreemer covenants, conditions and r commitment within which to days from receipt of the CC	BUYER through written agreement of the Partie There may be types of title insurance coverage company about any other coverages available COMMITMENT AND CC&RS: No later than the inary commitment of a title insurance policy show it or document listed as an exception to title in the estrictions (CC&Rs) applicable to the PROPER' o object in writing to the condition of the title as s &Rs to object to any term stated therein. If BUYE	ute an Assignment and Assumptions. ges available other than those lives and the second secon	n Agreement sted below a ional covera ER shall furnia d PROPERT ably available business day ient. BUYER I be deemed	transferrin and partie ge sh to BUYI Y, which s to SELLE s from rec shall have to have ac	ng all leases es to this ag ER, at SELL hall include ER <u>and</u> a co eipt of the pr e fifteen (15) coepted the c	and greeme ER's so a copy py of ar relimina busines condition
vendor contracts assumed by 12. TITLE INSURANCE: T are advised to talk to a title (A). PRELIMINARY TITLE cost and expense, a prelim each instrument, agreemer covenants, conditions and r commitment within which to days from receipt of the CC of the title and the CC&Rs.	BUYER through written agreement of the Partie There may be types of title insurance coverage company about any other coverages available COMMITMENT AND CC&RS: No later than the inary commitment of a title insurance policy show it or document listed as an exception to title in the estrictions (CC&Rs) applicable to the PROPER' o object in writing to the condition of the title as s &Rs to object to any term stated therein. If BUYE If the title of said PROPERTY is not marketable	ute an Assignment and Assumptions. ges available other than those line that will give the BUYER additions and the condition of the title to sain the title commitment that is reasona TY. BUYER shall have fifteen (15) litet forth in the preliminary commitmers. R does not so object, BUYER shall and so within ten the solution of the title commitment that is reasonal to the title commitmers.	sted below a ional covera ER shall furnia d PROPERT ably available business day ent. BUYER I be deemed (10) busines	transferrin and partie ge sh to BUYI Y, which s to SELLE s from rec shall have to have ac s days afte	es to this age ER, at SELL hall include ER <u>and</u> a co eipt of the pri ocepted the co er notice cor	and greeme ER's sc a copy py of al relimina busine condition ntaining
vendor contracts assumed by 12. TITLE INSURANCE: 1 are advised to talk to a title (A). PRELIMINARY TITLE cost and expense, a prelim each instrument, agreemer covenants, conditions and i commitment within which to days from receipt of the CC of the title and the CC&Rs. written statement of defect	BUYER through written agreement of the Partie There may be types of title insurance coverage company about any other coverages available COMMITMENT AND CC&RS: No later than the inary commitment of a title insurance policy show it or document listed as an exception to title in t estrictions (CC&Rs) applicable to the PROPER object in writing to the condition of the title as s &Rs to object to any term stated therein. If BUYE if the title of said PROPERTY is not marketable is delivered to SELLER, or BUYER objects to	ute an Assignment and Assumptions. ges available other than those line that will give the BUYER additions scalar bisclosure Deadline, SELLE wing the condition of the title to sain he title commitment that is reasons TY. BUYER shall have fifteen (15) line to the title commitment ref forth in the preliminary commitment R does not so object, BUYER shall a, or cannot be made so within ten the CC&Rs then BUYER, at BUYER	sted below a ional covera ER shall furnia d PROPERT ably available business day ient. BUYER I be deemed (10) busines YER's option	transferrin and partie ge sh to BUYI Y, which s to SELLE s from rec shall have s form rec shall have ac s days afte , may eith	es to this age ER, at SELL hall include FR <u>and</u> a co eipt of the pr of fifteen (15) ccepted the co er notice cor her: (a) term	and greeme ER's so a copy py of ar relimina busines condition ntaining inate th
vendor contracts assumed by 12. TITLE INSURANCE: 1 are advised to talk to a title (A). PRELIMINARY TITLE cost and expense, a prelim each instrument, agreemer covenants, conditions and i commitment within which to days from receipt of the CC of the title and the CC&Rs. written statement of defect agreement by written notice	BUYER through written agreement of the Partie There may be types of title insurance coverage company about any other coverages available COMMITMENT AND CC&RS: No later than the inary commitment of a title insurance policy show it or document listed as an exception to title in the estrictions (CC&Rs) applicable to the PROPER' o object in writing to the condition of the title as s &Rs to object to any term stated therein. If BUYE If the title of said PROPERTY is not marketable	sute an Assignment and Assumptions. ges available other than those lives that will give the BUYER additions and the seller Disclosure Deadline, SELLE wing the condition of the title to sail the title commitment that is reasonary. BUYER shall have fifteen (15) lives forth in the preliminary commitmer and so object, BUYER shall be returned to BUYER, at BUYER and the CC&Rs then BUYER, at BUYER at a BUYER at a solution to BUYER at a solution and the CC&Rs then BUYER at a solution and the solution and the solutions and the solutions are solutions and the solutions and the solutions are solutions and the solutions are solutions and the solutions and the solutions are solutions at the solutions are solutions and the solutions are solutions are solutions and the solutions are solutions ar	sted below a ional covera ER shall furnis d PROPERT ably available pusiness day ient. BUYER I be deemed (10) busines YER's option YER and nei	transferring and partie ge sh to BUYI Y, which s to SELLE s from rec shall have to have ac s days aft , may eith ther party	es to this ages to the process of	and greeme ER's so a copy py of ar relimina busines condition taining inate th ny furth
vendor contracts assumed by 12. TITLE INSURANCE: 1 are advised to talk to a title (A). PRELIMINARY TITLE cost and expense, a prelim each instrument, agreemer covenants, conditions and n commitment within which to days from receipt of the CC of the title and the CC&Rs. written statement of defect agreement by written notice rights, obligations or liabiliti and title subject to the uncu	BUYER through written agreement of the Partie There may be types of title insurance coverage company about any other coverages available COMMITMENT AND CC&RS: No later than the inary commitment of a title insurance policy show at or document listed as an exception to title in t estrictions (CC&Rs) applicable to the PROPERT object in writing to the condition of the title as s &Rs to object to any term stated therein. If BUYE If the title of said PROPERTY is not marketable is delivered to SELLER, or BUYER objects to to the SELLER, in which BUYER'S Earnest More se except as expressly set forth in this Agreement red title defects other than monetary liens. SELL	ute an Assignment and Assumptions. ges available other than those line that will give the BUYER additions. Seller Disclosure Deadline, SELLE wing the condition of the title to sail the title commitment that is reasonary. BUYER shall have fifteen (15) I net forth in the preliminary commitmer does not so object, BUYER shall be returned to BU the CC&Rs then BUYER, at BU' ney deposit shall be returned to BU nt; or (b) continue with this Agreem. LER covenants and agrees that all of the title to sail and the second the title to sail the title to sail the title commitment.	sted below a ional covera ER shall furni: d PROPERT ably available business day ent. BUYER I be deemed (10) busines YER's option YER and nei ent and, if clo monetary lier	and partie ge sh to BUYI Y, which s to SELLE s from rec shall have to have ac s days afte , may eith ther party using occurs s shall be	es to this age ER, at SELL hall include ER and a co eipt of the pre- fifteen (15) ccepted the c er notice cor ner: (a) term shall have a rs, accept th removed by	and ER's so a copy py of ar relimina busines condition ntaining inate th ny furth- e CC&F SELLE
vendor contracts assumed by 12. TITLE INSURANCE: 1 are advised to talk to a title (A). PRELIMINARY TITLE cost and expense, a prelim each instrument, agreemer covenants, conditions and n commitment within which to days from receipt of the CC of the title and the CC&Rs. written statement of defect agreement by written notice rights, obligations or liabiliti and title subject to the uncu at closing or insured agains	BUYER through written agreement of the Partie There may be types of title insurance coverage company about any other coverages available COMMITMENT AND CC&RS: No later than the inary commitment of a title insurance policy show at or document listed as an exception to title in t estrictions (CC&Rs) applicable to the PROPERT object in writing to the condition of the title as s &Rs to object to any term stated therein. If BUYE If the title of said PROPERTY is not marketable is delivered to SELLER, or BUYER objects to to the SELLER, in which BUYER'S Earnest Mon se except as expressly set forth in this Agreement red title defects other than monetary liens. SELL t by the title insurer, whether or not BUYER has	sute an Assignment and Assumptions. ges available other than those line that will give the BUYER additions. Seller Disclosure Deadline, SELLE wing the condition of the title to sail the title commitment that is reasonary. BUYER shall have fifteen (15) I net forth in the preliminary commitmer does not so object, BUYER shall be returned to BU the CC&Rs then BUYER, at BU' ney deposit shall be returned to BU the, or commits and agrees that all is designated such monetary liens as	sted below a ional covera ER shall furni: d PROPERT ably available business day ent. BUYER I be deemed (10) busines YER's option YER and nei ent and, if clo monetary lier	and partie ge sh to BUYI Y, which s to SELLE s from rec shall have to have ac s days afte , may eith ther party using occurs s shall be	es to this age ER, at SELL hall include ER and a co eipt of the pre- fifteen (15) ccepted the c er notice cor ner: (a) term shall have a rs, accept th removed by	and ER's so a copy py of ar relimina busines condition ntaining inate th ny furth- e CC&F SELLE
vendor contracts assumed by 12. TITLE INSURANCE: 1 are advised to talk to a title (A). PRELIMINARY TITLE cost and expense, a prelim each instrument, agreemer covenants, conditions and n commitment within which to days from receipt of the CC of the title and the CC&Rs. written statement of defect agreement by written notice rights, obligations or liabiliti and title subject to the uncu at closing or insured agains	BUYER through written agreement of the Partie There may be types of title insurance coverage company about any other coverages available COMMITMENT AND CC&RS: No later than the inary commitment of a title insurance policy show at or document listed as an exception to title in t estrictions (CC&Rs) applicable to the PROPERT object in writing to the condition of the title as s &Rs to object to any term stated therein. If BUYE If the title of said PROPERTY is not marketable is delivered to SELLER, or BUYER objects to to the SELLER, in which BUYER'S Earnest More se except as expressly set forth in this Agreement red title defects other than monetary liens. SELL	sute an Assignment and Assumptions. ges available other than those line that will give the BUYER additions. Seller Disclosure Deadline, SELLE wing the condition of the title to sail the title commitment that is reasonary. BUYER shall have fifteen (15) I net forth in the preliminary commitmer does not so object, BUYER shall be returned to BU the CC&Rs then BUYER, at BU' ney deposit shall be returned to BU the, or commits and agrees that all is designated such monetary liens as	sted below a ional covera ER shall furni: d PROPERT ably available business day ent. BUYER I be deemed (10) busines YER's option YER and nei ent and, if clo monetary lier	and partie ge sh to BUYI Y, which s to SELLE s from rec shall have to have ac s days afte , may eith ther party using occurs s shall be	es to this age ER, at SELL hall include ER and a co eipt of the pre- fifteen (15) ccepted the c er notice cor ner: (a) term shall have a rs, accept th removed by	and greeme ER's so a copy py of ar relimina busine condition taining inate th e CC&F SELLE
vendor contracts assumed by 12. TITLE INSURANCE: 1 are advised to talk to a title (A). PRELIMINARY TITLE cost and expense, a prelim each instrument, agreemer covenants, conditions and r commitment within which to days from receipt of the CC of the title and the CC&Rs. written statement of defect agreement by written notice rights, obligations or liabiliti and title subject to the uncu at closing or insured agains constitute a waiver of BUYE	BUYER through written agreement of the Partie There may be types of title insurance coverage company about any other coverages available COMMITMENT AND CC&RS: No later than the inary commitment of a title insurance policy show to document listed as an exception to title in t estrictions (CC&Rs) applicable to the PROPERT object in writing to the condition of the title as s &Rs to object to any term stated therein. If BUYE is delivered to SELLER, or BUYER objects to to the SELLER, in which BUYER'S Earnest More se except as expressly set forth in this Agreement red title defects other than monetary liens. SELL to by the title insurer, whether or not BUYER has is to challenge CC&R terms directly with a hom	ute an Assignment and Assumptions. ges available other than those life that will give the BUYER addit Seller Disclosure Deadline, SELLE wing the condition of the title to sail he title commitment that is reasona TY. BUYER shall have fifteen (15) I et forth in the preliminary commitme ER does not so object, BUYER shall a, or cannot be made so within ten the CC&Rs then BUYER, at BUY ney deposit shall be returned to BU ney deposit shall be returned to BU ney covenants and agrees that all in designated such monetary liens as eowner's association after closing.	sted below a ional covera ER shall furnis d PROPERT ably available business day uent. BUYER I be deemed (10) busines YER's option YER and nei ent and, if clo monetary lier s title defects	and partie ge. sh to BUYH Y, which s to SELLE s from rec shall have to have ac s days aftu , may eith ther party using occur is shall be . Nothing o	es to this age ER, at SELL hall include ER <u>and</u> a co eipt of the pi cepted the co er notice cor ner: (a) term shall accept th removed by contained he	and greeme ER's so a copy py of ar relimina busine: condition taining inate th ny furth e CC&F SELLE rein shi
vendor contracts assumed by 12. TITLE INSURANCE: 1 are advised to talk to a title (A). PRELIMINARY TITLE cost and expense, a prelim each instrument, agreemer covenants, conditions and i commitment within which to days from receipt of the CC of the title and the CC&Rs. written statement of defect agreement by written notice rights, obligations or liabilitie and title subject to the uncu at closing or insured agains constitute a waiver of BUYE (B). STANDARD COVER.	BUYER through written agreement of the Partie There may be types of title insurance coverage company about any other coverages available COMMITMENT AND CC&RS: No later than the inary commitment of a title insurance policy show it or document listed as an exception to title in t estrictions (CC&Rs) applicable to the PROPER? object in writing to the condition of the title as s &Rs to object to any term stated therein. If BUYE is delivered to SELLER, or BUYER objects to to the SELLER, in which BUYER'S Earnest More as except as expressly set forth in this Agreement red title defects other than monetary liens. SELI to by the title insurer, whether or not BUYER has as to challenge CC&R terms directly with a hom AGE OWNER'S POLICY: At Settlement, SELLE	sete an Assignment and Assumptions. ges available other than those line that will give the BUYER additions is sete and the set of	sted below a ional covera ER shall furnis d PROPERT ably available business day ient. BUYER I be deemed (10) busines YER's option YER and nei ent and, if clo monetary lier s title defects	and partie ge sh to BUYI Y, which s to SELLE s from rec shall have to have ac s days afte , may eith ther party using occu is shall be . Nothing o	es to this age ER, at SELL hall include ER and a co eipt of the pr of fifteen (15) ccepted the co er notice cor her: (a) term shall have a rs, accept th removed by contained he	and greeme ER's so a copy py of ar elimina busine: condition taining inate th ny furth e CC&F SELLE srein shi e policy
vendor contracts assumed by 12. TITLE INSURANCE: 1 are advised to talk to a title (A). PRELIMINARY TITLE cost and expense, a prelim each instrument, agreemer covenants, conditions and i commitment within which to days from receipt of the CC of the title and the CC&Rs. written statement of defect agreement by written noticer rights, obligations or liabilitie and title subject to the uncu at closing or insured agains constitute a waiver of BUYE (B). STANDARD COVER. the amount of the purchase	BUYER through written agreement of the Partie There may be types of title insurance coverage company about any other coverages available COMMITMENT AND CC&RS: No later than the inary commitment of a title insurance policy show it or document listed as an exception to title in t estrictions (CC&Rs) applicable to the PROPER' object in writing to the condition of the title as s &Rs to object to any term stated therein. If BUYE If the title of said PROPERTY is not marketable is delivered to SELLER, or BUYER objects to to the SELLER, in which BUYER'S Earnest More except as expressly set forth in this Agreement red title defects other than monetary liens. SELI to by the title insurer, whether or not BUYER has ER to challenge CC&R terms directly with a hom AGE OWNER'S POLICY: At Settlement, SELLE price of the PROPERTY showing marketable an	sete an Assignment and Assumptions. ges available other than those line that will give the BUYER additions setematic setematic setemat	sted below a ional covera ER shall furnis d PROPERT ably available business day ent. BUYER I be deemed (10) busines YER's option YER's option YER's option YER and nei ent and, if clo monetary lier s title defects	and partie ge sh to BUYI Y, which s to SELLE s from rec shall have to have ac s days aft , may eith ther party using occur is shall be . Nothing c UYER a ti es and def	es to this age ER, at SELL hall include ER and a co eipt of the pr e fifteen (15) ccepted the co er notice cor er: (a) term shall have a rs, accept th removed by contained he the insurance fects to be di	and greeme ER's sc a copy py of an elimina busine: condition taining inate th ny furth e CC&F SELLE srein shi e policy scharge
vendor contracts assumed by 12. TITLE INSURANCE: 1 are advised to talk to a title (A). PRELIMINARY TITLE cost and expense, a prelim each instrument, agreemer covenants, conditions and i commitment within which to days from receipt of the CC of the title and the CC&Rs. written statement of defect agreement by written noticer rights, obligations or liabilitie and title subject to the uncu at closing or insured agains constitute a waiver of BUYE (B). STANDARD COVER. the amount of the purchase	BUYER through written agreement of the Partie There may be types of title insurance coverage company about any other coverages available COMMITMENT AND CC&RS: No later than the inary commitment of a title insurance policy show it or document listed as an exception to title in t estrictions (CC&Rs) applicable to the PROPER' object in writing to the condition of the title as s &Rs to object to any term stated therein. If BUYE If the title of said PROPERTY is not marketable is delivered to SELLER, or BUYER objects to to the SELLER, in which BUYER'S Earnest More except as expressly set forth in this Agreement red title defects other than monetary liens. SELI to by the title insurer, whether or not BUYER has ER to challenge CC&R terms directly with a hom AGE OWNER'S POLICY: At Settlement, SELLE price of the PROPERTY showing marketable an provided herein. BUYER, at its sole option, cos	sete an Assignment and Assumptions. ges available other than those line that will give the BUYER additions setematic setematic setemat	sted below a ional covera ER shall furnis d PROPERT ably available business day ent. BUYER I be deemed (10) busines YER's option YER's option YER's option YER and nei ent and, if clo monetary lier s title defects	and partie ge sh to BUYI Y, which s to SELLE s from rec shall have to have ac s days aft , may eith ther party using occur is shall be . Nothing c UYER a ti es and def	es to this age ER, at SELL hall include ER and a co eipt of the pr e fifteen (15) ccepted the co er notice cor er: (a) term shall have a rs, accept th removed by contained he the insurance fects to be di	and greeme ER's so a copy py of ar relimina busines condition taining inate th ny furth e CC&F SELLE srein shi e policy scharge
vendor contracts assumed by 12. TITLE INSURANCE: 1 are advised to talk to a title (A). PRELIMINARY TITLE cost and expense, a prelim each instrument, agreemer covenants, conditions and r commitment within which to days from receipt of the CC of the title and the CC&Rs. written statement of defect agreement by written noticer rights, obligations or liabilitie and title subject to the uncu at closing or insured agains constitute a waiver of BUYE (B). STANDARD COVER. the amount of the purchase or assumed by BUYER as	BUYER through written agreement of the Partie There may be types of title insurance coverage company about any other coverages available COMMITMENT AND CC&RS: No later than the inary commitment of a title insurance policy show it or document listed as an exception to title in t estrictions (CC&Rs) applicable to the PROPER' object in writing to the condition of the title as s &Rs to object to any term stated therein. If BUYE If the title of said PROPERTY is not marketable is delivered to SELLER, or BUYER objects to to the SELLER, in which BUYER'S Earnest More except as expressly set forth in this Agreement red title defects other than monetary liens. SELI to by the title insurer, whether or not BUYER has ER to challenge CC&R terms directly with a hom AGE OWNER'S POLICY: At Settlement, SELLE price of the PROPERTY showing marketable an provided herein. BUYER, at its sole option, cos	sete an Assignment and Assumptions. ges available other than those line that will give the BUYER additions setematic setematic setemat	sted below a ional covera ER shall furnis d PROPERT ably available business day ent. BUYER I be deemed (10) busines YER's option YER's option YER's option YER and nei ent and, if clo monetary lier s title defects	and partie ge sh to BUYI Y, which s to SELLE s from rec shall have to have ac s days aft , may eith ther party using occur is shall be . Nothing c UYER a ti es and def	es to this age ER, at SELL hall include ER and a co eipt of the pr e fifteen (15) ccepted the co er notice cor er: (a) term shall have a rs, accept th removed by contained he the insurance fects to be di	and greeme ER's so a copy py of ar relimina busines condition taining inate th ny furth e CC&F SELLE srein shi e policy scharge
vendor contracts assumed by 12. TITLE INSURANCE: 1 are advised to talk to a title (A). PRELIMINARY TITLE cost and expense, a prelim each instrument, agreemer covenants, conditions and i commitment within which to days from receipt of the CC of the title and the CC&Rs. written statement of defect agreement by written notice rights, obligations or liabiliti and title subject to the uncu at closing or insured agains constitute a waiver of BUYE (B). STANDARD COVER. the amount of the purchase or assumed by BUYER as insurance or additional spec-	BUYER through written agreement of the Partie There may be types of title insurance coverage company about any other coverages available COMMITMENT AND CC&RS: No later than the inary commitment of a title insurance policy shout to document listed as an exception to title in t estrictions (CC&Rs) applicable to the PROPERT object in writing to the condition of the title as s &Rs to object to any term stated therein. If BUYE is delivered to SELLER, or BUYER objects to to the SELLER, in which BUYER'S Earnest Mon- se except as expressly set forth in this Agreement red title defects other than monetary liens. SELL to the title insurer, whether or not BUYER has is to challenge CC&R terms directly with a hom AGE OWNER'S POLICY: At Settlement, SELLE price of the PROPERTY showing marketable and provided herein. BUYER, at its sole option, cos- cific endorsements. AND BOUNDARY VERIFICATION: BUYER	sette an Assignment and Assumptions. ges available other than those life that will give the BUYER addition Setter Disclosure Deadline, SELLE wing the condition of the title to sain he title commitment that is reasona TY. BUYER shall have fifteen (15) In et forth in the preliminary commitme rend coses not so object, BUYER shall a, or cannot be made so within ten the CC&Rs then BUYER, at BUY ney deposit shall be returned to BU ney deposit shall be returned to BU ney covenants and agrees that all in designated such monetary liens as eowner's association after closing. IR shall, at SELLER's sole expenses d insurable title subject to the liens, t and expense, may elect to obtain ER is aware that any reference to	sted below a ional covera ER shall furnis d PROPERT ably available business day ent. BUYER I be deemed (10) busines YER's option YER and nei ent and, if clo monetary lier s title defects a, furnish to B encumbranc a an Extender	transferrir and partie ge. sh to BUYI Y, which s to SELLE s from rec s hall have to have ac s days aftu , may eith ther party sing occur is shall be . Nothing o UYER a ti es and def d Coverag footage, th	es to this age ER, at SELL hall include ER and a co eipt of the pr of fiteen (15) cepted the co er notice cor ner: (a) term shal have a rs, accept th removed by contained he the insurance fects to be di e ALTA poli	and greeme ER's so a copy py of ar relimina busines condition ntaining inate th ny furth e CC&F SELLE rein shi e policy scharge cy of tit
vendor contracts assumed by 12. TITLE INSURANCE: 1 are advised to talk to a title (A). PRELIMINARY TITLE cost and expense, a prelim each instrument, agreemer covenants, conditions and n commitment within which to days from receipt of the CC of the title and the CC&Rs. written statement of defect agreement by written notice rights, obligations or liabiliti and title subject to the uncu at closing or insured agains constitute a waiver of BUYE (B). STANDARD COVER the amount of the purchase or assumed by BUYER as insurance or additional spec- 13. SQUARE FOOTAGE property lines of the real prop	BUYER through written agreement of the Partie There may be types of title insurance coverage company about any other coverages available COMMITMENT AND CC&RS: No later than the inary commitment of a title insurance policy shout to r document listed as an exception to title in t estrictions (CC&Rs) applicable to the PROPERT object in writing to the condition of the title as s &Rs to object to any term stated therein. If BUYE is delivered to SELLER, or BUYER objects to to the SELLER, in which BUYER'S Earnest More se except as expressly set forth in this Agreement to by the title insurer, whether or not BUYER has is to challenge CC&R terms directly with a hom AGE OWNER'S POLICY: At Settlement, SELLE price of the PROPERTY showing marketable an provided herein. BUYER, at its sole option, cos cific endorsements. AND BOUNDARY VERIFICATION: BUYER erty or improvements is approximate. If exact kr	sette an Assignment and Assumptions. ges available other than those line that will give the BUYER additions. Setter Disclosure Deadline, SELLE wing the condition of the title to sain he title commitment that is reasonary. BUYER shall have fifteen (15) liter forth in the preliminary commitmers. Redoes not so object, BUYER shall a, or cannot be made so within ten the CC&Rs then BUYER, at BUY ency deposit shall be returned to BU not, or (b) continue with this Agreem. LER covenants and agrees that all in designated such monetary liens as eowner's association after closing. R shall, at SELLER's sole expenses of insurable title subject to the liens, t and expense, may elect to obtain the sum of the square footage, bornowledge of the square fo	sted below a ional covera ER shall furnis d PROPERT ably available business day ent. BUYER I be deemed (10) busines YER's option YER and nei ent and, if clo monetary lier s title defects e, furnish to B encumbranc a an Extender the square bundaries and	transferrir and partie ge. sh to BUYI Y, which s to SELLE s from rec s hall have to have ac s days aftu , may eith ther party using occur is shall be . Nothing o UYER a til es and def d Coverag footage, th d/or proper	es to this ag ER, at SELL hall include ER and a co eipt of the pr of fiteen (15) ccepted the co er notice cor ner: (a) term shal have a rs, accept th removed by contained he the insurance fects to be di er ALTA poli he boundarie rty lines is m	and greeme ER's sc a copy py of a relimina busine: condition ntaining inate th ny furth e CC&F SELLE rein sh scharge cy of til es and/ naterial
vendor contracts assumed by 12. TITLE INSURANCE: 1 are advised to talk to a title (A). PRELIMINARY TITLE cost and expense, a prelim each instrument, agreemer covenants, conditions and i commitment within which to days from receipt of the CC of the title and the CC&Rs. written statement of defect agreement by written notice rights, obligations or liabilitie and title subject to the uncu at closing or insured agains constitute a waiver of BUYER (B). STANDARD COVER the amount of the purchase or assumed by BUYER as insurance or additional spei- 13. SQUARE FOOTAGE property lines of the real prop the BUYER, they must be ver	BUYER through written agreement of the Partie There may be types of title insurance coverage company about any other coverages available COMMITMENT AND CC&RS: No later than the inary commitment of a title insurance policy shout to r document listed as an exception to title in t estrictions (CC&Rs) applicable to the PROPER' object in writing to the condition of the title as s &Rs to object to any term stated therein. If BUYE is delivered to SELLER, or BUYER objects to to the SELLER, in which BUYER'S Earnest More as except as expressly set forth in this Agreement red title defects other than monetary liens. SELL to by the title insurer, whether or not BUYER has R to challenge CC&R terms directly with a horm AGE OWNER'S POLICY: At Settlement, SELLE price of the PROPERTY showing marketable and provided herein. BUYER, at its sole option, cos cific endorsements. AND BOUNDARY VERIFICATION: BUYER if de by BUYER during the inspection period. B	sette an Assignment and Assumptions. ges available other than those line that will give the BUYER additions. Setter Disclosure Deadline, SELLE wing the condition of the title to sail he title commitment that is reasonary. BUYER shall have fifteen (15) liter forth in the preliminary commitmers. Redoes not so object, BUYER shall, or cannot be made so within ten the C&Rs then BUYER, at BUYER shall be returned to BUN, or (b) continue with this Agreem. LER covenants and agrees that all of designated such monetary liens as eowner's association after closing. R shall, at SELLER's sole expenses of insurable title subject to the liens, t and expense, may elect to obtair ER is aware that any reference to nowledge of the square footage, bout a subject that fences, wall	sted below a ional covera ER shall furnis d PROPERT ably available business day ent. BUYER I be deemed (10) busines YER's option YER and nei ent and, if clo monetary lier s title defects a, furnish to B encumbranc a an Extender the square bundaries and s, hedges, a	transferrin and partie ge sh to BUYI Y, which se to SELLE s from rec shall have s from rec s days aftu , may eith ther party using occur is shall be . Nothing of UYER a til es and def d Coverag footage, th d/or proper nd other n	es to this ag ER, at SELL hall include ER and a co eipt of the pr of fiteen (15) ccepted the co er notice cor ner: (a) term shal have a rs, accept th removed by contained he the insurance fects to be di er ALTA poli he boundarie rty lines is m	and greeme ER's sc a copy py of a relimina busine: condition ntaining inate th ny furth e CC&F SELLE rein sh scharge cy of til es and/ naterial
vendor contracts assumed by 12. TITLE INSURANCE: 1 are advised to talk to a title (A). PRELIMINARY TITLE cost and expense, a prelim each instrument, agreemer covenants, conditions and i commitment within which to days from receipt of the CC of the title and the CC&Rs. written statement of defect agreement by written notice rights, obligations or liabilitie and title subject to the uncu at closing or insured agains constitute a waiver of BUYER (B). STANDARD COVER the amount of the purchase or assumed by BUYER as insurance or additional spei- 13. SQUARE FOOTAGE property lines of the real prop the BUYER, they must be ver	BUYER through written agreement of the Partie There may be types of title insurance coverage company about any other coverages available COMMITMENT AND CC&RS: No later than the inary commitment of a title insurance policy shout to r document listed as an exception to title in t estrictions (CC&Rs) applicable to the PROPERT object in writing to the condition of the title as s &Rs to object to any term stated therein. If BUYE is delivered to SELLER, or BUYER objects to to the SELLER, in which BUYER'S Earnest More se except as expressly set forth in this Agreement to by the title insurer, whether or not BUYER has is to challenge CC&R terms directly with a hom AGE OWNER'S POLICY: At Settlement, SELLE price of the PROPERTY showing marketable an provided herein. BUYER, at its sole option, cos cific endorsements. AND BOUNDARY VERIFICATION: BUYER erty or improvements is approximate. If exact kr	sette an Assignment and Assumptions. ges available other than those line that will give the BUYER additions. Setter Disclosure Deadline, SELLE wing the condition of the title to sail he title commitment that is reasonary. BUYER shall have fifteen (15) liter forth in the preliminary commitmers. Redoes not so object, BUYER shall, or cannot be made so within ten the C&Rs then BUYER, at BUYER shall be returned to BUN, or (b) continue with this Agreem. LER covenants and agrees that all of designated such monetary liens as eowner's association after closing. R shall, at SELLER's sole expenses of insurable title subject to the liens, t and expense, may elect to obtair ER is aware that any reference to nowledge of the square footage, bout a subject that fences, wall	sted below a ional covera ER shall furnis d PROPERT ably available business day ent. BUYER I be deemed (10) busines YER's option YER and nei ent and, if clo monetary lier s title defects a, furnish to B encumbranc a an Extender the square bundaries and s, hedges, a	transferrin and partie ge sh to BUYI Y, which se to SELLE s from rec shall have s from rec s days aftu , may eith ther party using occur is shall be . Nothing of UYER a til es and def d Coverag footage, th d/or proper nd other n	es to this ag ER, at SELL hall include ER and a co eipt of the pr of fiteen (15) ccepted the co er notice cor ner: (a) term shal have a rs, accept th removed by contained he the insurance fects to be di er ALTA poli he boundarie rty lines is m	and greeme ER's sc a copy py of a relimina busine condition ntaining inate th ny furth e CC&F SELLE rein sh e policy scharge cy of til es and/ naterial
vendor contracts assumed by 12. TITLE INSURANCE: 1 are advised to talk to a title (A). PRELIMINARY TITLE cost and expense, a prelim each instrument, agreemer covenants, conditions and i commitment within which to days from receipt of the CC of the title and the CC&Rs. written statement of defect agreement by written notice rights, obligations or liabilitie and title subject to the uncu at closing or insured agains constitute a waiver of BUYER (B). STANDARD COVER the amount of the purchase or assumed by BUYER as insurance or additional spei- 13. SQUARE FOOTAGE property lines of the real prop the BUYER, they must be ver	BUYER through written agreement of the Partie There may be types of title insurance coverage company about any other coverages available COMMITMENT AND CC&RS: No later than the inary commitment of a title insurance policy shout to r document listed as an exception to title in t estrictions (CC&Rs) applicable to the PROPER' object in writing to the condition of the title as s &Rs to object to any term stated therein. If BUYE is delivered to SELLER, or BUYER objects to to the SELLER, in which BUYER'S Earnest More as except as expressly set forth in this Agreement red title defects other than monetary liens. SELL to by the title insurer, whether or not BUYER has R to challenge CC&R terms directly with a horm AGE OWNER'S POLICY: At Settlement, SELLE price of the PROPERTY showing marketable and provided herein. BUYER, at its sole option, cos cific endorsements. AND BOUNDARY VERIFICATION: BUYER if de by BUYER during the inspection period. B	sette an Assignment and Assumptions. ges available other than those line that will give the BUYER additions. Setter Disclosure Deadline, SELLE wing the condition of the title to sail he title commitment that is reasonary. BUYER shall have fifteen (15) liter forth in the preliminary commitmers. Redoes not so object, BUYER shall, or cannot be made so within ten the C&Rs then BUYER, at BUYER shall be returned to BUN, or (b) continue with this Agreem. LER covenants and agrees that all of designated such monetary liens as eowner's association after closing. R shall, at SELLER's sole expenses of insurable title subject to the liens, t and expense, may elect to obtair ER is aware that any reference to nowledge of the square footage, bout a subject that fences, wall	sted below a ional covera ER shall furnis d PROPERT ably available business day ent. BUYER I be deemed (10) busines YER's option YER and nei ent and, if clo monetary lier s title defects a, furnish to B encumbranc a an Extender the square bundaries and s, hedges, a	transferrin and partie ge sh to BUYI Y, which se to SELLE s from rec shall have s from rec s days aftu , may eith ther party using occur is shall be . Nothing of UYER a til es and def d Coverag footage, th d/or proper nd other n	es to this ag ER, at SELL hall include ER and a co eipt of the pr of fiteen (15) ccepted the co er notice cor ner: (a) term shal have a rs, accept th removed by contained he the insurance fects to be di er ALTA poli he boundarie rty lines is m	and greeme ER's so a copy py of ar relimina busines condition ntaining inate th ny furth e CC&F SELLE rein shi scharge cy of tit
vendor contracts assumed by 12. TITLE INSURANCE: 1 are advised to talk to a title (A). PRELIMINARY TITLE cost and expense, a prelim each instrument, agreemer covenants, conditions and i commitment within which to days from receipt of the CC of the title and the CC&Rs. written statement of defect agreement by written notice rights, obligations or liabilitie and title subject to the uncu at closing or insured agains constitute a waiver of BUYER (B). STANDARD COVER the amount of the purchase or assumed by BUYER as insurance or additional spei- 13. SQUARE FOOTAGE property lines of the real prop the BUYER, they must be ver	BUYER through written agreement of the Partie There may be types of title insurance coverage company about any other coverages available COMMITMENT AND CC&RS: No later than the inary commitment of a title insurance policy shout to r document listed as an exception to title in t estrictions (CC&Rs) applicable to the PROPER' object in writing to the condition of the title as s &Rs to object to any term stated therein. If BUYE is delivered to SELLER, or BUYER objects to to the SELLER, in which BUYER'S Earnest More as except as expressly set forth in this Agreement red title defects other than monetary liens. SELL to by the title insurer, whether or not BUYER has R to challenge CC&R terms directly with a horm AGE OWNER'S POLICY: At Settlement, SELLE price of the PROPERTY showing marketable and provided herein. BUYER, at its sole option, cos cific endorsements. AND BOUNDARY VERIFICATION: BUYER if de by BUYER during the inspection period. B	sette an Assignment and Assumptions. ges available other than those line that will give the BUYER additions. Setter Disclosure Deadline, SELLE wing the condition of the title to sail he title commitment that is reasonary. BUYER shall have fifteen (15) liter forth in the preliminary commitmers. Redoes not so object, BUYER shall, or cannot be made so within ten the C&Rs then BUYER, at BUYER shall be returned to BUN, or (b) continue with this Agreem. LER covenants and agrees that all of designated such monetary liens as eowner's association after closing. R shall, at SELLER's sole expenses of insurable title subject to the liens, t and expense, may elect to obtair ER is aware that any reference to nowledge of the square footage, bout a subject that fences, wall	sted below a ional covera ER shall furnis d PROPERT ably available business day ent. BUYER I be deemed (10) busines YER's option YER and nei ent and, if clo monetary lier s title defects a, furnish to B encumbranc a an Extender the square bundaries and s, hedges, a	transferrin and partie ge sh to BUYI Y, which se to SELLE s from rec shall have s from rec s days aftu , may eith ther party using occur is shall be . Nothing of UYER a til es and def d Coverag footage, th d/or proper nd other n	es to this ag ER, at SELL hall include ER and a co eipt of the pr of fiteen (15) ccepted the co er notice cor ner: (a) term shal have a rs, accept th removed by contained he the insurance fects to be di er ALTA poli he boundarie rty lines is m	and greeme ER's sc a copy py of a relimina busine condition ntaining inate th ny furth e CC&F SELLE rein sh e policy scharge cy of til es and/ naterial
vendor contracts assumed by 12. TITLE INSURANCE: 1 are advised to talk to a title (A). PRELIMINARY TITLE cost and expense, a prelim each instrument, agreemer covenants, conditions and i commitment within which to days from receipt of the CC of the title and the CC&Rs. written statement of defect agreement by written notice rights, obligations or liabilitie and title subject to the uncu at closing or insured agains constitute a waiver of BUYER (B). STANDARD COVER the amount of the purchase or assumed by BUYER as insurance or additional spei- 13. SQUARE FOOTAGE property lines of the real prop the BUYER, they must be ver	BUYER through written agreement of the Partie There may be types of title insurance coverage company about any other coverages available COMMITMENT AND CC&RS: No later than the inary commitment of a title insurance policy shout to r document listed as an exception to title in t estrictions (CC&Rs) applicable to the PROPER' object in writing to the condition of the title as s &Rs to object to any term stated therein. If BUYE is delivered to SELLER, or BUYER objects to to the SELLER, in which BUYER'S Earnest More as except as expressly set forth in this Agreement red title defects other than monetary liens. SELL to by the title insurer, whether or not BUYER has R to challenge CC&R terms directly with a horm AGE OWNER'S POLICY: At Settlement, SELLE price of the PROPERTY showing marketable and provided herein. BUYER, at its sole option, cos cific endorsements. AND BOUNDARY VERIFICATION: BUYER if de by BUYER during the inspection period. B	sette an Assignment and Assumptions. ges available other than those line that will give the BUYER additions. Setter Disclosure Deadline, SELLE wing the condition of the title to sail he title commitment that is reasonary. BUYER shall have fifteen (15) liter forth in the preliminary commitmers. Redoes not so object, BUYER shall, or cannot be made so within ten the C&Rs then BUYER, at BUYER shall be returned to BUN, or (b) continue with this Agreem. LER covenants and agrees that all of designated such monetary liens as eowner's association after closing. R shall, at SELLER's sole expenses of insurable title subject to the liens, t and expense, may elect to obtair ER is aware that any reference to nowledge of the square footage, bout a subject that fences, wall	sted below a ional covera ER shall furnis d PROPERT ably available business day ent. BUYER I be deemed (10) busines YER's option YER and nei ent and, if clo monetary lier s title defects a, furnish to B encumbranc a an Extender the square bundaries and s, hedges, a	transferrin and partie ge sh to BUYI Y, which se to SELLE s from rec shall have s from rec s days aftu , may eith ther party using occur is shall be . Nothing of UYER a til es and def d Coverag footage, th d/or proper nd other n	es to this ag ER, at SELL hall include ER and a co eipt of the pr of fiteen (15) ccepted the co er notice cor ner: (a) term shal have a rs, accept th removed by contained he the insurance fects to be di er ALTA poli he boundarie rty lines is m	and greeme ER's so a copy py of ar relimina busines condition ntaining inate th ny furth e CC&F SELLE rein shi scharge cy of tit
vendor contracts assumed by 12. TITLE INSURANCE: 1 are advised to talk to a title (A). PRELIMINARY TITLE cost and expense, a prelim each instrument, agreemer covenants, conditions and i commitment within which to days from receipt of the CC of the title and the CC&Rs. written statement of defect agreement by written notice rights, obligations or liabilitie and title subject to the uncu at closing or insured agains constitute a waiver of BUYER (B). STANDARD COVER the amount of the purchase or assumed by BUYER as insurance or additional spei- 13. SQUARE FOOTAGE property lines of the real prop the BUYER, they must be ver	BUYER through written agreement of the Partie There may be types of title insurance coverage company about any other coverages available COMMITMENT AND CC&RS: No later than the inary commitment of a title insurance policy shout to r document listed as an exception to title in t estrictions (CC&Rs) applicable to the PROPER' object in writing to the condition of the title as s &Rs to object to any term stated therein. If BUYE is delivered to SELLER, or BUYER objects to to the SELLER, in which BUYER'S Earnest More as except as expressly set forth in this Agreement red title defects other than monetary liens. SELL to by the title insurer, whether or not BUYER has R to challenge CC&R terms directly with a horm AGE OWNER'S POLICY: At Settlement, SELLE price of the PROPERTY showing marketable and provided herein. BUYER, at its sole option, cos cific endorsements. AND BOUNDARY VERIFICATION: BUYER if de by BUYER during the inspection period. B	sette an Assignment and Assumptions. ges available other than those line that will give the BUYER additions. Setter Disclosure Deadline, SELLE wing the condition of the title to sail he title commitment that is reasonary. BUYER shall have fifteen (15) liter forth in the preliminary commitmers. Redoes not so object, BUYER shall, or cannot be made so within ten the C&Rs then BUYER, at BUYER shall be returned to BUN, or (b) continue with this Agreem. LER covenants and agrees that all of designated such monetary liens as eowner's association after closing. R shall, at SELLER's sole expenses of insurable title subject to the liens, t and expense, may elect to obtair ER is aware that any reference to nowledge of the square footage, boutyer is advised that fences, wall	sted below a ional covera ER shall furnis d PROPERT ably available business day ent. BUYER I be deemed (10) busines YER's option YER and nei ent and, if clo monetary lier s title defects a, furnish to B encumbranc a an Extender the square bundaries and s, hedges, a	transferrin and partie ge sh to BUYI Y, which se to SELLE s from rec shall have s from rec s days aftu , may eith ther party using occur is shall be . Nothing of UYER a til es and def d Coverag footage, th d/or proper nd other n	es to this ag ER, at SELL hall include ER and a co eipt of the pr of fiteen (15) ccepted the co er notice cor ner: (a) term shal have a rs, accept th removed by contained he the insurance fects to be di er ALTA poli he boundarie rty lines is m	and greeme ER's so a copy py of ar relimina busines condition ntaining inate th ny furth e CC&F SELLE rein shi scharge cy of tit
vendor contracts assumed by 12. TITLE INSURANCE: 1 are advised to talk to a title (A). PRELIMINARY TITLE cost and expense, a prelim each instrument, agreemer covenants, conditions and i commitment within which to days from receipt of the CC of the title and the CC&Rs. written statement of defect agreement by written notice rights, obligations or liabilitie and title subject to the uncu at closing or insured agains constitute a waiver of BUYER (B). STANDARD COVER the amount of the purchase or assumed by BUYER as insurance or additional spei- 13. SQUARE FOOTAGE property lines of the real prop the BUYER, they must be ver	BUYER through written agreement of the Partie There may be types of title insurance coverage company about any other coverages available COMMITMENT AND CC&RS: No later than the inary commitment of a title insurance policy shout to r document listed as an exception to title in the estrictions (CC&Rs) applicable to the PROPER' object in writing to the condition of the title as significable to object to any term stated therein. If BUYE is delivered to SELLER, or BUYER objects to to the SELLER, in which BUYER'S Earnest Mon- as except as expressly set forth in this Agreement red title defects other than monetary liens. SELL to the SELLER, in which BUYER'S Earnest Mon- as except as expressly set forth in this Agreement red title defects other than monetary liens. SELL to by the title insurer, whether or not BUYER has a to challenge CC&R terms directly with a horn AGE OWNER'S POLICY: At Settlement, SELLE price of the PROPERTY showing marketable and provided herein. BUYER, at its sole option, coss cific endorsements. AND BOUNDARY VERIFICATION: BUYE rety or improvements is approximate. If exact kri iffed by BUYER during the inspection period. B tessarily identify true property boundaries. Property boundaries. Property boundaries. Property boundaries. Property boundaries. P	sette an Assignment and Assumptions. ges available other than those line that will give the BUYER additions. Setter Disclosure Deadline, SELLE wing the condition of the title to sail he title commitment that is reasonary. BUYER shall have fifteen (15) liter forth in the preliminary commitmers. Redoes not so object, BUYER shall, or cannot be made so within ten the C&Rs then BUYER, at BUYER shall be returned to BUN, or (b) continue with this Agreem. LER covenants and agrees that all of designated such monetary liens as eowner's association after closing. R shall, at SELLER's sole expenses of insurable title subject to the liens, t and expense, may elect to obtair ER is aware that any reference to nowledge of the square footage, boutyer is advised that fences, wall	sted below a ional covera ER shall furnis d PROPERT ably available business day ent. BUYER I be deemed (10) busines YER's option YER and nei ent and, if clo monetary lier s title defects a, furnish to B encumbranc a an Extender the square bundaries and s, hedges, a	transferrin and partie ge sh to BUYI Y, which se to SELLE s from rec shall have s from rec s days aftu , may eith ther party using occur is shall be . Nothing of UYER a til es and def d Coverag footage, th d/or proper nd other n	es to this ag ER, at SELL hall include ER and a co eipt of the pr of fiteen (15) ccepted the co er notice cor ner: (a) term shal have a rs, accept th removed by contained he the insurance fects to be di er ALTA poli he boundarie rty lines is m	and greemen ER's so a copy py of ar relimina busines condition ntaining inate th ny furthe e CC&F SELLE rein sha scharge cy of tit
vendor contracts assumed by 12. TITLE INSURANCE: 1 are advised to talk to a title (A). PRELIMINARY TITLE cost and expense, a prelim each instrument, agreemer covenants, conditions and i commitment within which to days from receipt of the CC of the title and the CC&Rs. written statement of defect agreement by written notice rights, obligations or liabilitie and title subject to the uncu at closing or insured agains constitute a waiver of BUYER (B). STANDARD COVER the amount of the purchase or assumed by BUYER as insurance or additional spei- 13. SQUARE FOOTAGE property lines of the real prop the BUYER, they must be ver	BUYER through written agreement of the Partie There may be types of title insurance coverage company about any other coverages available COMMITMENT AND CC&RS: No later than the inary commitment of a title insurance policy shout to r document listed as an exception to title in t estrictions (CC&Rs) applicable to the PROPER' object in writing to the condition of the title as s &Rs to object to any term stated therein. If BUYE is delivered to SELLER, or BUYER objects to to the SELLER, in which BUYER'S Earnest More as except as expressly set forth in this Agreement red title defects other than monetary liens. SELL to by the title insurer, whether or not BUYER has R to challenge CC&R terms directly with a horm AGE OWNER'S POLICY: At Settlement, SELLE price of the PROPERTY showing marketable and provided herein. BUYER, at its sole option, cos cific endorsements. AND BOUNDARY VERIFICATION: BUYER if de by BUYER during the inspection period. B	sette an Assignment and Assumptions. ges available other than those line that will give the BUYER additions. Setter Disclosure Deadline, SELLE wing the condition of the title to sail he title commitment that is reasonary. BUYER shall have fifteen (15) liter forth in the preliminary commitmers. Redoes not so object, BUYER shall, or cannot be made so within ten the C&Rs then BUYER, at BUYER shall be returned to BUN, or (b) continue with this Agreem. LER covenants and agrees that all of designated such monetary liens as eowner's association after closing. R shall, at SELLER's sole expenses of insurable title subject to the liens, t and expense, may elect to obtair ER is aware that any reference to nowledge of the square footage, boutyer is advised that fences, wall	sted below a ional covera ER shall furnis d PROPERT ably available business day ent. BUYER I be deemed (10) busines YER's option YER and nei ent and, if clo monetary lier s title defects a, furnish to B encumbranc a an Extender the square bundaries and s, hedges, a	transferrin and partie ge sh to BUYI Y, which se to SELLE s from rec shall have s from rec s days aftu , may eith ther party using occur is shall be . Nothing of UYER a til es and def d Coverag footage, th d/or proper nd other n	es to this ag ER, at SELL hall include ER and a co eipt of the pr of fiteen (15) ccepted the co er notice cor ner: (a) term shal have a rs, accept th removed by contained he the insurance fects to be di er ALTA poli he boundarie rty lines is m	and greemen ER's so a copy py of ar relimina busines condition ntaining inate th ny furthe e CC&F SELLE rein sha scharge cy of tit

Idaho Association of REALTORS®. USE BY ANY OTHER PERSON IS PROHIBITED. ©Copyright Idaho Association of REALTORS®. Inc. All rights reserved.
<u>JULY 2019 EDITION</u>
RE-23 COMMERCIAL / INVESTMENT REAL ESTATE PURCHASE AND SALE AGREEMENT
Page 2 of 7
DALID: CONTINUE: CONTINU

BAHRs-f SE Cat ON and by Tracey Provost | ERA West Wind Boise | traceyprovost8@gmail.com 124884518ages5mefrorMs

Authentisign ID: 2899CD77-FF8B-424C-	8840-372A36DE28D1		ATTA	ACHM	ENT 1
JULY 2019 EDITION	RE-23 COMMERCIAL / INVESTMENT REAL ES	TATE PURCHASE AND SALE	AGREEMENT		Page 3 of 7
PROPERTY ADDRESS:_	Caine Center 1020 E Homedale Rd.	Caldwell	ID	ID#:	03132020tp

14. SELLER DISCLOSURES. No later than the Seller Disclosure Deadline, SELLER shall disclose, and provide copies if available, to BUYER the 121 122 following

(a) any studies and/or reports that have previously been performed in connection with or for the PROPERTY, including without limitation, 123

environmental reports, soil studies, seismic studies, site plans and surveys; 124

(b) any notices relating to a violation of applicable law including, without limitation, environmental law and laws relating to land use, zoning or 125

compliance with building codes; 126

132

147

157

158

159 160

161

162

163

164

165 166

167

168

169

170

171

172

173

174

(c) SELLER shall make available for inspection all documents in SELLER's possession relating to ownership, operation, renovation or development of 127 the PROPERTY including: statements for real estate tax assessments and utilities for the last year; property management agreements; leases or other

128 occupancy agreements; maintenance records, accounting records and audit records for the past year; and installment purchase contracts or leases of 129 personal property used in connection with the PROPERTY; and 130

(d) all other documents described in any Addenda or Counteroffer to this Agreement. 131

15. FEASIBILITY CONTINGENCY: 133

(A). BUYER's obligations under this Agreement are conditioned upon BUYER's satisfaction, in BUYER's sole discretion, concerning all aspects of the 134 feasibility of the PROPERTY for BUYER's intended purpose. This shall include, but is not limited to: the contracts and leases affecting the PROPERTY; 135 the potential financial performance of the PROPERTY; the availability of government permits and approvals; and the outcome of any appraisals and 136 lender underwriting. This contingency shall be deemed waived unless BUYER gives written notice to SELLER on or before the Due Diligence Deadline that the PROPERTY is unfit for BUYER's intended purpose. If such notice is given, the Earnest Money shall be refunded to BUYER. 137 138

(B). INSPECTION OF VENDOR CONTRACTS: In addition to the documents to be disclosed under the Seller Disclosures, SELLER shall make available 139 for inspection by BUYER and its agents by the Seller Disclosure Deadline all "Vendor Contracts" which shall include maintenance and service contracts, 140 and installment purchase contracts or leases and personal property or fixtures used in connection with the PROPERTY. BUYER shall determine by the 141 Due Diligence Deadline: (i) whether SELLER will agree to terminate any objectionable Vendor Contracts; and (ii) whether SELLER will agree to pay any 142 damages or penalties resulting from the termination of objectionable Vendor Contracts. BUYER's voluntary waiver of the Feasibility contingency shall 143 signify BUYER's acceptance of all Vendor Contracts that SELLER has not agreed in writing to terminate. BUYER shall be solely responsible for obtaining 144 any required consents to assumptions of Vendor Contracts and the payment of any assumption fees. SELLER shall cooperate with BUYER's efforts to 145 receive any such consents but shall not be required to incur any additional expenses or liabilities in doing so. 146

16. INSPECTION/DUE DILIGENCE: 148

(A). In conducting BUYER's due diligence prior to the Due Diligence Deadline, or at any time thereafter if and to the extent required by the lender, BUYER 149 shall have the right to conduct inspections, investigations, tests, surveys and other studies at BUYER'S expense unless otherwise agreed upon in writing 150 by the parties. BUYER must provide reasonable advance notice of BUYER's intent to inspect or test the PROPERTY, and all inspections, investigations, 151 tests, surveys and other studies must be conducted at reasonable times. SELLER shall have the right to accompany BUYER and any of its agents on 152 the PROPERTY at all times. All inspections and tests shall be conducted in a manner that does not unreasonably disrupt the activities and business of 153 SELLER and its tenants. BUYER shall indemnify, hold harmless and defend SELLER, its tenants and employees for any claims for liens, physical damage or personal injury resulting from BUYER's due diligence inspections and/or tests. 154 155 156

(B), SATISFACTION/REMOVAL OF INSPECTION DUE DILIGENCE CONTINGENCIES:

(1). If BUYER, in BUYER's sole discretion, determines that the results of the BUYER's due diligence are not acceptable, then BUYER, no later than the Due Diligence Deadline, shall either: (a) cancel this Agreement providing written notice to SELLER, in which event the Earnest Money deposit shall be returned to BUYER; or (b) providing to SELLER a written notice setting forth BUYER's disapproved items.

(2). If BUYER does not within the strict time period specified take either of the actions stated in Section 16(B)(1), BUYER shall conclusively be deemed to have: (a) completed all inspections, investigations, review of applicable documents and disclosures; (b) elected to proceed with the transaction; (c) assumed all liability, responsibility and expense for repairs or corrections other than for items which SELLER has otherwise agreed in writing to repair or correct; and (d) unless another condition or contingency set forth in an Addendum or Counteroffer remains unsatisfied, the Earnest Money deposit shall become nonrefundable except upon an instance of SELLER's default.

(3). If BUYER timely provides notice of disapproved items to SELLER, BUYER and SELLER shall have five (5) business days after SELLER's receipt of the notice of disapproved items in which to agree in writing upon the manner of resolving the disapproved items. If BUYER and SELLER have not agreed in writing upon the manner of resolving the disapproved items by the deadline, BUYER may cancel this Agreement by delivering written notice to SELLER no later than fifteen (15) days after SELLER's receipt of the notice of disapproved items; whereupon the Earnest Money deposit shall be returned to BUYER and neither party shall have any further rights or obligations under this Agreement. If BUYER does not give such written notice of cancellation within the strict time periods specified, BUYER shall conclusively be deemed to have elected to proceed with the transaction without repairs or corrections other than for items which SELLER has otherwise agreed in writing to repair or correct and the Earnest Money deposit shall become nonrefundable except upon an instance of SELLER's default.

175 17. SELLER REPRESENTATIONS AND WARRANTIES: SELLER represents and warrants that the following statements are true and complete as 176 of the date of SELLER's execution of this agreement and shall be true as of the date of Settlement and Closing: 177

178	(a). There is no action, suit, administrative proceeding or other proceeding pending in any court or before any arbitrator of any kind or before or by
179	any governmental body or, to SELLER's knowledge, threatened against SELLER and/or the PROPERTY which may adversely affect this
180	transaction:

(b). All work which will be performed in, on or about the PROPERTY or materials furnished to the PROPERTY which might, in any circumstance,
give rise to a mechanic's or materialman's lien will be paid and no such liens shall encumber the PROPERTY at the time of Settlement and
Closing:

(c). SELLER has not received any written notice or citation indicating that the PROPERTY is in material violation of any applicable law;
(d). Neither SELLER nor any other person, to SELLER's knowledge, have ever caused or permitted any hazardous materials to be placed, held,
located or disposed of on, under, or at the PROPERTY in violation of applicable law; and

(e). To SELLER's knowledge, the consummation of the transaction contemplated by this Agreement does not and will not conflict with or result in a
material breach of any of the terms or provisions of any other agreement, arrangement, undertaking, accord, document or instrument to which
SELLER is a party or by which SELLER or the PROPERTY is bound.

03/13/2020 IM **BUYER'S** Initials () Date

	he		1.	1
SELLER'S Initials (_	16F)() Date _	3/24	2020

This form is printed and distributed by the Idaho Association of REALTORS®, Inc. This form has been designed and is provided for use by the real estate professionals who are members of the Idaho Association of REALTORS®, USE BY ANY OTHER PERSON IS PROHIBITED. @Copyright Idaho Association of REALTORS®, Inc. All rights reserved. RE-23 COMMERCIAL / INVESTMENT REAL ESTATE PURCHASE AND SALE AGREEMENT JULY 2019 EDITION Page 3 of 7

BAHRs-fSEGT ON rid by Tracey Provost | ERA West Wind Boise | traceyprovost8@gmail.com PAB45128 des GinetForms

uthentisign ID: 2899CD77-FF8B-424C	ATTA	CHM	ENT 1			
JULY 2019 EDITION	RE-23 COMMERCIAL / INVESTMENT REAL ES	TATE PURCHASE AND SALE	AGREEMENT		Page 4 of	7
PROPERTY ADDRESS	Caine Center 1020 E Homedale Rd.	Caldwell	ID	ID#:	03132020tp	

18. CONDITION OF PROPERTY AT CLOSING: Upon expiration of the Due Diligence Deadline, BUYER agrees to purchase the PROPERTY in **asis-condition** with all faults and with no further repairs required, subject only to the representations and warranties stated herein, or unless otherwise agreed upon by the parties in writing. Upon Closing, BUYER will assume all obligations with respect to the PROPERTY.

19. OPERATIONS PRIOR TO CLOSING: Between the parties' execution of this Agreement and Closing, and except otherwise agreed to by the parties 195 in writing, SELLER: (a) shall not execute any lease affecting the PROPERTY; (b) shall comply with all applicable laws affecting the PROPERTY; (c) shall not 196 create or force to be created any further monetary liens on the PROPERTY; (d) shall not make any substantial alterations or improvements to the PROPERTY; 197 (e) shall continue and maintain all current casualty and liability insurance policies covering the PROPERTY; (f) shall not use, produce manufacture, generate, 198 treat, handle, store, release or dispose of any hazardous material in, on or under the PROPERTY, except as permitted by applicable environmental laws; (g) 199 SELLER shall continue to operate the PROPERTY in the ordinary course of its business; and (h) maintain the PROPERTY in the same or better condition 200 than as existing on the date of Mutual Acceptance but shall not be required to repair material damage from casualty except as otherwise provided by this 201 Agreement. After the Feasibility Period, SELLER shall not enter into or modify existing rental agreements or leases (except that SELLER may enter into, 202 modify, extend, renew or terminate rental agreements or leases in the ordinary course of its business), service contracts, or other agreements affecting the 203 PROPERTY which have terms extending beyond Closing without first obtaining BUYER's consent, which shall not be unreasonably withheld. 204 205

20. CLOSING COSTS AND PRORATIONS: Unless otherwise stated, SELLER and BUYER shall each pay one-half of the fee charged by the 206 Escrow Agent for its services in the Settlement and Closing, SELLER shall deliver an updated rent roll to Closing Agent not later than five (5) days before the 207 scheduled Closing date and any other information reasonably requested by Closing Agent to allow Closing Agent to prepare a settlement statement for Closing. 208 SELLER certifies that the information contained in the rent roll is correct as of the date submitted. If tenants pay any expenses directly, then Closing Agent 209 shall only pro rate those mortgage reserves for assumed financing for which BUYER receives the benefit after Closing. If the PROPERTY was taxed under a 210 deferred classification prior to Closing, then SELLER shall pay all taxes, interest, penalties, deferred taxes or similar items which result from removal of the 211 PROPERTY from the deferred classification. At Closing, all refundable deposits on tenancies shall be credited to BUYER or delivered to BUYER. BUYER 212 213 shall pay any sales or use tax applicable to the transfer of personal property included in the sale. Property taxes and water assessments (using the last available assessment as a basis), rents collected, interest and reserves, liens, encumbrances or obligations assumed, and utilities shall be prorated 214 Kupon closing or as of date , Prorations set forth in this section shall be made by the Escrow Agent as of the Settlement Date unless 215

216 otherwise agreed to by the parties in writing.

217 BUYER to reimburse SELLER for fuel in tank 🛛 Yes 🗋 No 🗹 N/A. Dollar amount may be determined by SELLER's supplier.

218

194

	BUYER	SELLER	Shared Equally	N/A		BUYER	SELLER	Shared Equally	N/A
Appraisal Fee	×				Environmental Inspection (Phase 1)		×		
Long Term Escrow Fees	100			×	Environmental Inspection (Phase 2)				×
Closing Escrow Fee		1	×		Environmental Inspection (Phase 3)				×
Survey Shall be ordered by: BBUYER DSELLER		×			PERC Test		×		
Flood Certification/Tracking Fee	i s i	×	1.5.5		Zoning Variance		×		
Title Ins. Standard Coverage Owner's Policy		×			Soil(s) Test(s)		×		
Title Ins. Extended Coverage Lender's Policy – Mortgagee Policy		1.00	122	×	Hazardous Waste Report(s)		×	·	
Additional Title Coverage	×	1			Domestic Well Water Potability Test Shall be ordered by: DBUYER SELLER		×		
Water Rights Transfer Fee	1.5512	1	×		Domestic Well Water Productivity Test Shall be ordered by: □BUYER ■SELLER		×	<u></u> }	
Attorney Contract Preparation or Review Fee				×	Septic Inspections Shall be ordered by: BUYER SELLER		×		
	1.77				Septic Pumping Shall be ordered by: □BUYER ØSELLER		×		

219

23

232

21. POST-CLOSING ADJUSTMENTS, COLLECTIONS AND PAYMENTS: To the extent any items were prorated or credited at Closing based 220 upon estimates, BUYER and SELLER shall reconcile the actual amount of revenues or liabilities upon receipt or payment thereof after Closing. Any bills or 221 invoices received by BUYER after Closing which relate to services rendered or goods delivered to the SELLER or the PROPERTY prior to Closing shall be 222 paid by SELLER upon presentation of such bill or invoice. At BUYER's option, BUYER may pay such bill or invoice and be reimbursed the amount paid plus 223 interest at the rate of 12% per annum beginning fifteen (15) days from the date of BUYER's written demand to SELLER for reimbursement until such 224 reimbursement is made. Notwithstanding the foregoing, if tenants pay certain expenses based on estimates subject to a post-closing reconciliation to the 225 actual amounts of those expenses, then BUYER shall be entitled to any surplus and shall be liable for any credit resulting from the reconciliation. Rents 226 collected from each tenant after Closing shall be applied first to rentals due most recently from such tenant for the period after closing, and the balance shall 227 be applied for the benefit of SELLER for delinquent rentals owed for a period prior to closing. The amounts applied for the benefit of SELLER shall be turned 228 over by BUYER to SELLER promptly after receipt. SELLER shall be entitled to pursue any lawful methods of collection of delinquent rents but shall have no 229 right to evict tenants after Closing. 230

22. RISK OF LOSS OR NEGLECT: Prior to closing of this sale, all risk of loss shall remain with SELLER. In addition, should the PROPERTY be materially damaged by fire, neglect,-or other destructive cause prior to closing, this agreement shall be voidable at the option of BUYER.

03/13/2020

BUYER'S Initials (JM)() Date

SELLER'S Initials (

2 Date

This form is printed and distributed by the Idaho Association of REALTORS®, Inc. This form has been designed and is provided for use by the real estate professionals who are members of the Idaho Association of REALTORS®, USE BY ANY OTHER PERSON IS PROHIBITED. ©Copyright Idaho Association of REALTORS®, Inc. All rights reserved. <u>JULY 2019 EDITION</u> RE-23 COMMERCIAL / INVESTMENT REAL ESTATE PURCHASE AND SALE AGREEMENT Page 4 of 7

BAHRis fSEGat @Mailed by Tracey Provost | ERA West Wind Boise | traceyprovost8@gmail.com 12AB45-1Rages7anetrosms

DDODEDTV ANNPEGG	Caine Center 1020 E Homedale Rd.	Caldwell		ID	ID#:	0.31	32020tp
PROPERTY ADDRESS:	Came Center 1020 E nomedale Nd.	Gaidwein		10		0011	LULUUP
23 SECTION 1031 TAX D	EFERRED EXCHANGE: If applicable, e	each party shall cooperate with	the other Party	in effec	ctuating a	n exchar	nge under H
Section 1031: provided howey	ver, that the other Party's cooperation sha	Il be conditioned on the followi	ing: (a) the exc	hange :	shall be a	t no add	litional liabi
and/or cost to the other Party	(b) the exchange shall not delay Settlen	nent or Closing; and (c) the ot	ther Party shall	not be	required	to acqu	ire title to a
proposed exchange properties	s to accommodate an exchange. The exc	changing party shall indemnify	, defend and h	old the	other Par	ty harm	less from a
against all claims, demands, c	osts and expenses which that Party may s	ustain as a result of the actual	or attempted 1	031 exc	change.		
	s a main sea a second	and an end of the	Aluma			DD M	
24. POSSESSION: BUYER	R shall be entitled to possession Mupon cl	osing or Lidate	time _		A.M.		
25 TRANSMISSION OF	OCUMENTS: Facsimile or electronic trar	smission of any signed original	I document and	retran	smission	of any sid	ned facsim
or electronic transmission sha	I be the same as delivery of an original. At	the request of either the BUYE	ER or SELLER.	or the	ender, or	the Clos	sing compar
the BUYER and SELLER will	confirm facsimile or electronic transmitted s	signatures by signing an origina	al document.				
26. WIRE TRANSFER WA	RNING: Electronic means of transferring	money (i.e. ETF, wire transfer	r, electronic che	eck, dire	ect deposit	t, etc)	are subject
sophisticated cyber fraud atta	cks. These attacks are even more preva	lent in real estate transaction	s due to the la	rge sun	ns of mor	ney bein	g exchange
BUYER is advised that Broker	age will not provide electronic transfer inst ous and should be avoided. BUYER agree	fuctions by e-mail. Following f	the use of ele	etronic	ransfer of	funds in	a transacti
they bereby hold the Brokerag	es, their agents, and the designated title an	d escrow company harmless fr	om any and all	claims a	arising out	of inacc	curate trans
instructions, fraudulent interce	ption of said funds and/or any other dama	ge relating to the conduct of th	nird parties influ	encing	the transf	er proce	ss or steali
funds.	 A second sec second second sec	A A STATE AND A STATE OF A	·····				
in anna marta anna anna anna anna anna anna anna			10.214.51				a section of
27. BUSINESS DAYS: A b	usiness day is herein defined as Monday	through Friday, 8:00 A.M. to 5	:00 P.M. in the	local ti	me zone v	where th	e subject re
PROPERTY is physically local	ted. A business day shall not include any S	saturday or Sunday, nor shall a	Dusiness day i	nclude	any legal	noliday i	ecognized
the state of Idano as found in	Idaho Code §73-108. If the time in which e computed by excluding the calendar day	of execution and including the	last husiness /	av Th	e first bus	iness da	v shall he t
first business day after the dat	e of execution. If the last day is a legal holi	day, then the time for performa	ance shall be th	e next	subseque	nt busine	ess day.
28. CALENDAR DAYS: A	calendar day is herein defined as Mond	ay through Sunday, midnight	to midnight in	the loca	al time zo	ne when	e the subje
PROPERTY is physically local	ted. A calendar day shall include any legal	holiday. The time in which any	act required u	nder thi	s agreem	ent is to	be perform
shall be computed by excludin	g the date of execution and including the I	ast day, thus the first day shall	be the day after	er the d	ate of exe	cution.	Any referen
to "day" or "days" in this agree	ment means the same as calendar day, un	liess specifically enumerated a	is a business o	lay,			
	efaults in the performance of this Agreem	ant CELLER shall be entitled	a SELLED's s	olo and	ovelueine	romody	to termin
this Agreement by written patie	ce to the BUYER, in which event the Earne	eril, SELLER Shall be eritied,	d to SELLER S	sliquida	ated dama	ides H	owever in t
event the narties mutually an	ree in writing that the Earnest Money sha	all become non-refundable, sa	aid agreement	shall no	t be cons	sidered	an election
remedies by SELLER and the	non-refundable Earnest Money shall not	constitute liquidated damages	; nor shall it ac	t as a	waiver of	other re	medies, all
which shall be available to SI	ELLER: it may however be used to offset	SELLER'S damages. If SELL	ER defaults, I	naving	approved	said sal	le and fails
consummate the same as here	ein agreed, BUYER's Earnest Money depo	sit shall be returned to him/her	and SELLER s	hall pa	y for the c	OSts of t	the insurance
lawful right or remedy to which	s, inspection fees, Brokerage fees and atto	imeys lees, if any. This shall h	tot be considere	eu as a	waiver by	BUILI	t of any ou
lawidi light of remedy to which	TBOTER may be enulied.						
30. EARNEST MONEY D	SPUTE / INTERPLEADER: Notwithsta	anding any termination or bread	ch of this Agree	ment, E	BUYER an	d SELL	ER agree th
in the event of any controversy	regarding the Earnest Money and things of	of value held by Broker or closin	ng company, Bi	roker m	ay reason	ably rely	on the terr
of this Agreement or other writ	tten documents signed by both parties to d	etermine how to disburse the o	disputed money	. Howe	ver, Broke	er or clos	sing compa
shall not be required to take an	y action but may await any proceeding, or	at Broker's or closing company	's option and so	ole disci	retion, ma	y interpl	ead all parti
and deposit any moneys or the	nings of value into a court of competent ju asonable attorney's fees. If either parties' B	risulction and shall recover all	a result of any	Farnes	t Money d	isoute.	whether or r
formal legal action is taken, sa	id Broker is entitled to recover actual fees	incurred from either BUYER or	SELLER.	Lannee		op ener i	
31. ATTORNEY'S FEES:	If either party initiates or defends any an	bitration or legal action or pro	oceedings which	h are i	n any wa	y conne	cted with th
	y shall be entitled to recover from the non-	prevailing party reasonable co	sts and attorne	y's fees	s, includin	g such c	osts and fe
on appeal.							
32 SEVERABILITY: In th	e case that any one or more of the provisio	ons contained in this Agreemen	nt or any applic	ation th	ereof sha	all be inv	alid, illegal
upenforceable in any respect	the validity, legality or enforceability of the	remaining provisions shall not	in any way be	affected	or impair	ed there	eby.
and not couble in any roop cot,	the fundity, loganty of other boosting of the		(1) (1) (1) (1) (1) (1) (1) (1) (1) (1)				
33. COUNTERPARTS: This	Agreement may be executed in counterpa	arts. Executing an agreement in	counterparts s	hall me	an the sig	nature o	f two identio
copies of the same agreement	. Each identical copy of an agreement sigr	ned in counterparts is deemed	to be an origina	I, and a	Il identica	l copies	shall togeth
constitute one and the same in	nstrument.						
34 AUTHORITY OF SIGN	ATORY: If BUYER or SELLER is a corpo	ration narthership trust estate	e or other entit	the n	erson exe	cuting th	nis agreeme
	er authority to do so and to bind BUYER or		c, or other critic	y, uie p	croon one	outing ti	no agroom
off its behalf warrants his of he	a denotity to do so and to bing borrent of						
35. ENTIRE AGREEMENT	: This Agreement including any addendur	ms or exhibits, constitutes the	entire Agreeme	ent betw	veen the	parties r	especting t
matters set forth and superse	edes all prior Agreements between the pa	arties respecting such matters.	. This Agreeme	ent may	be modi	fied only	by a writt
agreement signed by each of t	the parties.						
A MINEDAL DIOUTO	at and all minoral sinks an extension in the	DODEDTY and averad by O		luded in	and are	nart of 4	he sale of t
	ny and all mineral rights appurtenant to the ed or encumbered, unless otherwise agree		ELLER, are inc	iuueu li		partort	a sale of th
		a to by the parties in writing.				1	
BUYER'S Initials (JM)(03/13/2020	SELLER'S Initials (SFV		te 3	2/2	070
DUTERS INITIAIS ()() Date	SELLER S INITIAIS) Da	IC VI	245	

BAHRis SECTIONALEd by Tracey Provost | ERA West Wind Boise | traceyprovost8@gmail.com TAB 5-1 Bages8inelForms

Aut	hentisign ID: 2899CD77-FF8B-424C	-8840-372A36DE28D1		ATTACHMENT 1					
	JULY 2019 EDITION	RE-23 COMMERCIAL / INVESTMENT REAL ES	TATE PURCHASE AND SALE	AGREEMENT		Page 6 of			
	PROPERTY ADDRESS:	Caine Center 1020 E Homedale Rd.	Caldwell	ID	ID#:	03132020tp			

303 37. WATER RIGHTS: Any and all water rights including but not limited to water systems, wells, springs, lakes, streams, ponds, rivers, ditches, ditch rights, and the like, if any, appurtenant to the PROPERTY, and owned by SELLER, are included in and are a part of the sale of this PROPERTY, and are not leased or encumbered, unless otherwise agreed to by the parties in writing.

38. ACKNOWLEDGMENT OF PROFESSIONAL REVIEW: BUYER and SELLER hereby acknowledge that their Broker and/or Agent advised both parties to obtain professional inspections of the PROPERTY, including inspections of the PROPERTY's title and platting, zoning requirements and the PROPERTY's services and utilities. Additionally, BUYER and SELLER have been advised to obtain appropriate tax, accounting, legal or other professional advice or counsel when necessary, including, but not limited to, independent legal review of this Agreement. Furthermore, it is acknowledged that the parties Brokers and/or Agents have not made any representations or warranties or conducted any independent investigation of the condition or financial feasibility of the PROPERTY. BUYER and SELLER have not relied on any marketing material or assertions of any Broker and/or Agent in determining the viability or fitness of the PROPERTY for its intended purpose.

39. REPRESENTATION CONFIRMATION: Check one (1) box in Section 1 and one (1) box in Section 2 below to confirm that in this transaction, the brokerage(s) involved had the following relationship(s) with the BUYER(S) and SELLER(S).

Section 1:

- A. The brokerage working with the BUYER(S) is acting as an AGENT for the BUYER(S).
- B. The brokerage working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S), without an ASSIGNED AGENT.
- C. The brokerage working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S) and has an ASSIGNED AGENT acting solely on behalf of the BUYER(S).
- D. The brokerage working with the BUYER(S) is acting as a NONAGENT for the BUYER(S).
- 325 Section 2:
 - A. The brokerage working with the SELLER(S) is acting as an AGENT for the SELLER(S).
 - B. The brokerage working with the SELLER(S) is acting as a LIMITED DUAL AGENT for the SELLER(S), without an ASSIGNED AGENT.
 C. The brokerage working with the SELLER(S) is acting as a LIMITED DUAL AGENT for the SELLER(S) and has an ASSIGNED AGENT acting solely on behalf of the SELLER(S).
 - D. The brokerage working with the SELLER(S) is acting as a NONAGENT for the SELLER(S).

Each party signing this document confirms that he has received, read and understood the Agency Disclosure Brochure adopted or approved by the Idaho real estate commission and has consented to the relationship confirmed above. In addition, each party confirms that the brokerage's agency office policy was made available for inspection and review. EACH PARTY UNDERSTANDS THAT HE IS A "CUSTOMER" AND IS NOT REPRESENTED BY A BROKERAGE UNLESS THERE IS A SIGNED WRITTEN AGREEMENT FOR AGENCY REPRESENTATION.

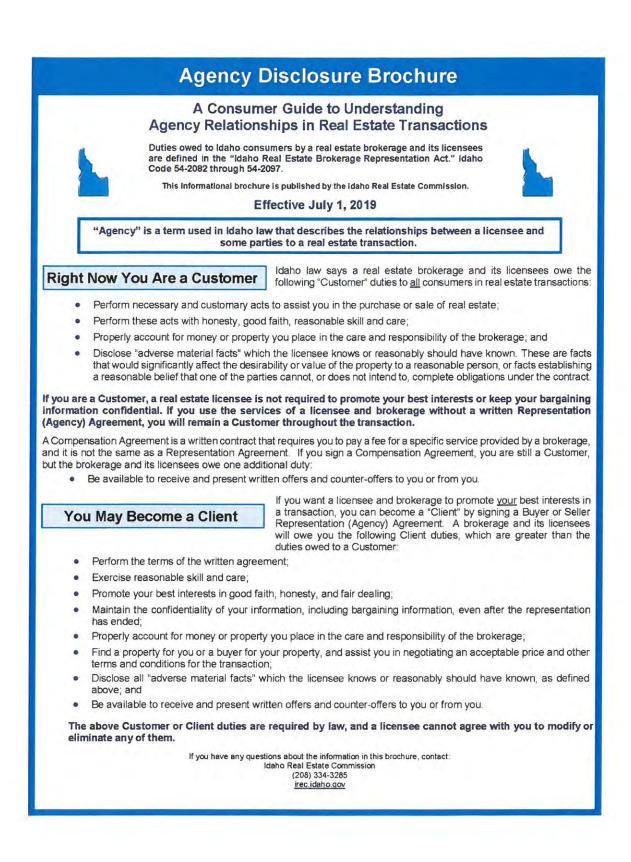
	C D						
BUYER'S Initials (JM)() Date	03/13/2020	SELLER'S Initials (_	BE) Date	3/21/2020
This form is print	led and distribut	ed by the Idaho Associat	ion of REALTORS® Inc. This	s form has been designed and is provide	of for use by the real	estate professio	male who are members of the

This form is printed and distributed by the Idaho Association of REALTORS®, Inc. This form has been designed and is provided for use by the real estate professionals who are members of the Idaho Association of REALTORS®, USE BY ANY OTHER PERSON IS PROHIBITED. ©Copyright Idaho REALTORS®, Inc. All rights reserved. JULY 2019 EDITION RE-23 COMMERCIAL / INVESTMENT REAL ESTATE PURCHASE AND SALE AGREEMENT Page 6

BAHRis f SE Cat Con and by Tracey Provost | ERA West Wind Boise | traceyprovost8@gmail.com | T20845-188996.9 netForms

PROPERTY ADDRESS	Caine Ce	nter 1020 E Homedale	Rd.	Caldwell		ID	ID#:	0313202
40. BUYER'S SIGNA	THES.							
SEE ATTACHED BUY	ER'S ADDENDUM	1(S):		(Spe	cify number of	BUYER adde	ndum(s)	attached.)
SEE ATTACHED BUY	ER'S EXHIBIT(S)			(Spec	ify number of I	BUYER exhibi	t(s) attach	ned.)
	BUYER does	currently hold an a	ctive Idah	o real estate license.	BUYER is	related to ag	ent.	
BUYER Signature	uthentisse							
L ₃₄	13/2020 9:43:29 AM MDT							
f BUYER is an entity: Na	ame of Entity:	Royal Pro C		Signor's Position:		Man	ager	
03/13/2020 Date	Time		. DP.M.	Phone #		Cell #	20	8-960-2182
Address 136 N. Br								
CityNampa								
							Sec. 22	
	D BUYER does	currently hold an ad	ctive Idaho	o real estate license.	BUYER is	related to age	ent.	
BUYER Signature				BUYER (Print Name				
BUYER is an entity: Na	me of Entity:			Signor's Position:				
Date	Time	DA.M.	. DP.M.	Phone #		Cell #		
ddress								
ity	State _	Zip		_Fax #				
SIGNATURE(S) SUBJ SIGNATURE(S) SUBJ SIGNATURE(S) SUBJ ELLER Signature	ECT TO ATTACHE ECT TO ATTACHE	D COUNTER OFFE D ADDENDUM(S) # D EXHIBIT(S) # urrently hold an acti	R ive Idaho r	real estate license. SELLER (Print Nam	D SELLER I	in Fois	sy.	uncerA
SIGNATURE(S) SUBJ SIGNATURE(S) SUBJ SIGNATURE(S) SUBJ	ECT TO ATTACHE ECT TO ATTACHE ECT TO ATTACHE SED ER does co SED ER SED ER SED	D COUNTER OFFE D ADDENDUM(S) # D EXHIBIT(S) # urrently hold an acti Control of Regents Li DA.M.	R ive Idaho r	real estate license. SELLER (Print Nam	□ SELLER I e) Bria	in Fois sident, cell#	Fina	uncerA
SIGNATURE(S) SUBJ SIGNATURE(S) SUBJ SIGNATURE(S) SUBJ ELLER Signature SELLER is an entity: Na ate	ECT TO ATTACHE ECT TO ATTACHE ECT TO ATTACHE SED ER does co SED ER SED ER SED	D COUNTER OFFE D ADDENDUM(S) # D EXHIBIT(S) # urrently hold an acti Control of Regents Li DA.M.	R ive Idaho r iv of Jor DP.M.	real estate license. SELLER (Print Nam Signor's Position: _ Phone # E-MailCAAK	□ SELLER I e) Bria	in Fois sident, cell # idaho.(Sy Fina dy	-
SIGNATURE(S) SUBJ SIGNATURE(S) SUBJ SIGNATURE(S) SUBJ ELLER Signature SELLER is an entity: Na ate ddress 875 Per ity	ECT TO ATTACHE ECT TO ATTACHE I SELER does co ame of Entity: Time Time State	D COUNTER OFFE D ADDENDUM(S) # D EXHIBIT(S) # urrently hold an acti Control of Asymptotic D COUNTER OFFE D COUNTER OFFE D ADDENDUM(S) # D COUNTER OFFE D ADDENDUM(S) # Urrently hold an acti Counter of Asymptotic D COUNTER OFFE D ADDENDUM(S) # Urrently hold an acti Counter of Asymptotic D COUNTER OFFE D ADDENDUM(S) # Urrently hold an acti Counter of Asymptotic D COUNTER OFFE D ADDENDUM(S) # Urrently hold an acti Counter of Asymptotic D COUNTER OFFE D COU	R ive Idaho r iv of Jor DP.M.	real estate license. SELLER (Print Nam Signor's Position: _ Phone # E-Mail Fax #	D SELLER I B) Bria Vice Pres DO QU	in Fois sident, cell# idaho.(sy Fina dy	-
SIGNATURE(S) SUBJI SIGNATURE(S) SUBJI ELLER Signature SELLER is an entity: Na ate ddress 875 Per ity BSCOW	ECT TO ATTACHE ECT TO ATTACHE I SED ER does cr ame of Entity: Time Time State State RATION # (if appli	D COUNTER OFFE D ADDENDUM(S) # D EXHIBIT(S) # urrently hold an acti Control of Asymptotic D COUNTER OFFE D COUNTER OFFE D ADDENDUM(S) # D COUNTER OFFE D ADDENDUM(S) # Urrently hold an acti Counter of Asymptotic D COUNTER OFFE D ADDENDUM(S) # Urrently hold an acti Counter of Asymptotic D COUNTER OFFE D ADDENDUM(S) # Urrently hold an acti Counter of Asymptotic D COUNTER OFFE D ADDENDUM(S) # Urrently hold an acti Counter of Asymptotic D COUNTER OFFE D COU	R ive Idaho r iv of Joe DP.M. 33844 3168	real estate license. SELLER (Print Nam Signor's Position: _ Phone # E-Mail Fax #	Belleri Bria Vice Presidente Status	in Fois sident, cell# idaho.(sy Fina dy	-
SIGNATURE(S) SUBJ SIGNATURE(S) SUBJ ISIGNATURE(S) SUBJ ELLER Signature SELLER is an entity: Na ate ddress 875 Per ity ONTRACTOR REGIST	ECT TO ATTACHE ECT TO ATTACHE SED FR does co ame of Entity: Time Time State State State State State SELLER does co	D COUNTER OFFE D ADDENDUM(S) # D EXHIBIT(S) # urrently hold an acti D COUNTER OFFE D ADDENDUM(S) # D CALL US 3168 Zip S cable) urrently hold an acti	R ive Idaho r DP.M. 3168 ve Idaho r	real estate license. SELLER (Print Nam Signor's Position: _ Phone # E-Mail Fax #	D SELLER	s related to a	gent.	_
SIGNATURE(S) SUBJI SIGNATURE(S) SUBJI ISIGNATURE(S) SUBJI ELLER Signature SELLER is an entity: Na ate ddress 875 Per ity ONTRACTOR REGISTI	ECT TO ATTACHE ECT TO ATTACHE ECT TO ATTACHE DELER does co ame of Entity: 	D COUNTER OFFE D ADDENDUM(S) # D EXHIBIT(S) # urrently hold an acti C C C C C C C C C C C C C C C C C C C	R ive Idaho r iv of Joe DP.M. 3168 ve Idaho r	real estate license. SELLER (Print Nam Signor's Position: Phone # E-Mail Fax # eal estate license.	D SELLER I	sident, cell # idaho. (gent.	_
SIGNATURE(S) SUBJI SIGNATURE(S) SUBJI ISIGNATURE(S) SUBJI ELLER Signature SELLER is an entity: Na ate ddress 875 Per ity 000000000000000000000000000000000000	ECT TO ATTACHE ECT TO ATTACHE ECT TO ATTACHE I SED ER does cr ame of Entity: 	D COUNTER OFFE D ADDENDUM(S) # D EXHIBIT(S) # urrently hold an acti $2 + \frac{1}{2} + \frac{1}{2$	R ive Idaho r iv of Joe DP.M. 3168 ve Idaho r	real estate license. SELLER (Print Nam Signor's Position: Phone # E-Mail Fax # eal estate license. SELLER (Print Nam	BELLER I	sident, cell # idaho. (gent.	
SIGNATURE(S) SUBJI SIGNATURE(S) SUBJI ISIGNATURE(S) SUBJI ELLER Signature SELLER is an entity: Na ate ddress 875 Per ity ONTRACTOR REGISTI ELLER Signature SELLER is an entity: Na ate	ECT TO ATTACHE ECT TO ATTACHE SED FR does co ame of Entity: 	D COUNTER OFFE D ADDENDUM(S) # D EXHIBIT(S) # urrently hold an acti D COUNTER OFFE D ADDENDUM(S) # URRENT D A.M. US 3168 Zip S cable) Urrently hold an acti	R ive Idaho r DP.M. 3168 ve Idaho r	real estate license. SELLER (Print Nam Signor's Position: Phone # E-Mail Fax # real estate license. SELLER (Print Nam Signor's Position: Phone #	D SELLER I	cell # s related to a	gent.	
SIGNATURE(S) SUBJI SIGNATURE(S) SUBJI ISIGNATURE(S) SUBJI ELLER Signature SELLER is an entity: Na ate ddress 875 Per ity 000000000000000000000000000000000000	ECT TO ATTACHE ECT TO ATTACHE ECT TO ATTACHE I SED ER does cr ame of Entity: 	D COUNTER OFFE D ADDENDUM(S) # D EXHIBIT(S) # urrently hold an acti action f Regents Di DA.M. $MS 3168 Zip Scable)urrently hold an acti$	R ive Idaho r DP.M. 3168 ve Idaho r	real estate license. SELLER (Print Nam Signor's Position: Phone # E-Mail Fax # eal estate license. SELLER (Print Nam Signor's Position: Phone # E-Mail	seller i e) <u>Bria</u> <u>b</u> <u>b</u> <u>c</u> <u>p</u> <u>c</u> <u>b</u> <u>c</u> <u>p</u> <u>c</u> <u>c</u> <u>s</u> <u>c</u>	s related to a	gent.	
SIGNATURE(S) SUBJI SIGNATURE(S) SUBJI ISIGNATURE(S) SUBJI ELLER Signature SELLER is an entity: Na ate CONTRACTOR REGISTIC ELLER Signature SELLER is an entity: Na ate SELLER is an entity: Na ate SELLER is an entity: Na ate SELLER is an entity: Na	ECT TO ATTACHE ECT TO ATTACHE ECT TO ATTACHE I SED ER does cr ame of Entity: 	D COUNTER OFFE D ADDENDUM(S) # D EXHIBIT(S) # urrently hold an acti Cable) cable) urrently hold an acti	R ive Idaho r DP.M. 3168 ve Idaho r	real estate license. SELLER (Print Nam Signor's Position: Phone # E-Mail Fax # real estate license. SELLER (Print Nam Signor's Position: Phone # E-Mail	seller i e) <u>Bria</u> <u>b</u> <u>b</u> <u>c</u> <u>p</u> <u>c</u> <u>b</u> <u>c</u> <u>p</u> <u>c</u> <u>c</u> <u>s</u> <u>c</u>	s related to a	gent.	
SIGNATURE(S) SUBJI SIGNATURE(S) SUBJI ISIGNATURE(S) SUBJI ELLER Signature SELLER is an entity: Na ate ONTRACTOR REGISTIC ELLER Signature SELLER is an entity: Na ate ddress ddress ty	ECT TO ATTACHE ECT TO ATTACHE ECT TO ATTACHE I SED ER does cr ame of Entity: 	D COUNTER OFFE D ADDENDUM(S) # D EXHIBIT(S) # urrently hold an acti Contraction of the second D EXHIBIT(S) # D EXHIBIT(S) #	R ive Idaho r iv of Joe DP.M. 3168 ve Idaho r	real estate license. SELLER (Print Name Signor's Position: Phone # E-Mail Fax # real estate license. SELLER (Print Name Signor's Position: Phone # E-Mail Fax #	seller i e) <u>Bria</u> <u>b</u> <u>b</u> <u>c</u> <u>p</u> <u>c</u> <u>b</u> <u>c</u> <u>p</u> <u>c</u> <u>c</u> <u>s</u> <u>c</u>	s related to a	gent.	
SIGNATURE(S) SUBJI SIGNATURE(S) SUBJI ISIGNATURE(S) SUBJI ELLER Signature SELLER is an entity: Na ate ddress 875 Per ity	ECT TO ATTACHE ECT TO ATTACHE ECT TO ATTACHE SED FR does co ame of Entity: 	D COUNTER OFFE D ADDENDUM(S) # D EXHIBIT(S) # urrently hold an acti D COUNTER OFFE D ADDENDUM(S) # D A.M. US 3168 Zip cable) cable) cable) cable) cable) cable) cable A.M.	R ive Idaho r DP.M. 3168 ve Idaho r DP.M.	real estate license. SELLER (Print Nam Signor's Position: Phone # E-Mail Fax # eal estate license. SELLER (Print Nam Signor's Position: Phone # E-Mail Fax # CCEPTANCE pinding on the BUYER) Date	D SELLER I	cell # cell # idaho. (s related to a Cell #	gent.	
SELLER Signature SELLER Signature SELLER is an entity: Na ate ddress STS R ONTRACTOR REGIST SELLER is an entity: Na ate CONTRACTOR REGIST SELLER is an entity:	ECT TO ATTACHE ECT TO ATTACHE ECT TO ATTACHE ISELER does co ame of Entity: 	D COUNTER OFFE D ADDENDUM(S) # D EXHIBIT(S) # urrently hold an acti D COUNTER OFFE D ADDENDUM(S) # D A.M. US 3/68 Cable) cable b cable b	R ive Idaho r DP.M. 3168 ve Idaho r DP.M.	real estate license. SELLER (Print Nam Signor's Position: Phone # E-Mail Fax # eal estate license. SELLER (Print Nam Signor's Position: Phone # E-Mail Fax # CCEPTANCE pinding on the BUYER) Date	USELLER I	cell # cell # s related to a Cell # Cell # BUYER time	gent.	

BAHRs to SEGT ON rild by Tracey Provost | ERA West Wind Boise | traceyprovost8@gmail.com



Under "Agency Representation" (sometimes referred to as Agency Representation (Single Agency) "Single Agency"), you are a Client and the licensee is your

Agent who represents you, and only you, in your real estate transaction. The entire brokerage is obligated to promote your best interests. No licensee in the brokerage is allowed to represent the other party to the transaction.

If you are a seller, your Agent will seek a buyer to purchase your property at a price and under terms and conditions acceptable to you, and assist with your negotiations. If you request it in writing, your Agent will seek reasonable proof of a prospective purchaser's financial ability to complete your transaction.

If you are a buyer, your Agent will seek a property for you to purchase at an acceptable price and terms, and assist with your negotiations. Your Agent will also advise you to consult with appropriate professionals, such as inspectors, attorneys, and tax advisors. If disclosed to all parties in writing, a brokerage may also represent other buyers who wish to make offers on the same property you are interested in purchasing

Limited Dual Agency

"Limited Dual Agency" means the brokerage and its licensees represent both the buyer and the seller as Clients in the same transaction. The brokerage must have both the buyer's and seller's consent to represent both parties under Limited Dual Agency. You might choose Limited Dual Agency

because you want to purchase a property listed by the same brokerage, or because the same brokerage knows of a buyer for your property. There are two kinds of Limited Dual Agency:

Without Assigned Agents The brokerage and its licensees are Agents for both Clients equally and cannot advocate on behalf of one client over the other. None of the licensees at the brokerage can disclose confidential client information about either Client. The brokerage must otherwise promote the non-conflicting interests of both Clients, perform the terms of the Buyer and Seller Representation Agreements with skill and care, and other duties required by law.

With Assigned Agents The Designated Broker may assign individual licensees within the brokerage ("Assigned Agents") to act solely on behalf of each Client. An assigned Agent has a duty to promote the Client's best interests, even if your interests conflict with the interests of the other Client, including negotiating a price. An Assigned Agent must maintain the Client's confidential information. The Designated Broker is always a Limited Dual Agent for both Clients and ensures the Assigned Agents fulfill their duties to their respective clients.

What to Look For in Any Written Agreement with a Brokerage

A Buyer or Seller Representation Agreement or Compensation Agreement should answer these questions:

- When will this agreement expire?
- · Can I cancel this agreement, and if so, how?
- What happens to this agreement when a transaction is completed? · Can I work with other brokerages

during the time of my agreement?

- · How will the brokerage get paid?
- What happens if I buy or sell on my own?
- Under an Agency Representation Agreement am I willing to allow the brokerage to represent both the other party and me in a real estate transaction?

Real Estate Licensees Are Not Inspectors

Unless you and a licensee agree in writing, a brokerage and its licensees are not required to conduct an independent inspection of a property or verify the accuracy or completeness of any statements or representations made regarding a property. To learn about the condition of a property, you should obtain the advice of an appropriate professional, such as a home inspector, engineer or surveyor.

Audio/Video Surveillance

Name of Brokerage:

Signature Signature

Use caution when discussing anything while viewing a property; audio or video surveillance equipment could be in use on listed properties.

If you sign a Representation Agreement or Compensation Agreement with a licensee, the contract is actually between you and the licensee's brokerage. The Designated Broker is the only person authorized to modify or cancel a brokerage contract.

The licensee who gave you this brochure is licensed with: TOK LLC

Phone: 208.378.4600

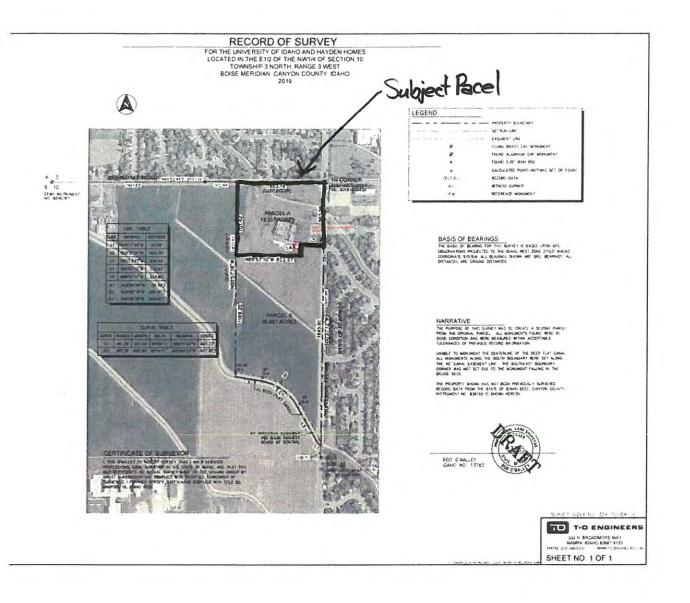
Date

Rev 07/01/19

RECEIPT ACKNOWLEDGED

signing below, you acknowledge only that a licensee gave you a copy of this Agency Disclosure Brochure. This document is not a contract, and signing it does not obligate you to anything.

EXHIBIT A PROPERTY SURVEY



UNIVERSITY OF IDAHO

SUBJECT

Request for Planning and Design authorization; proposed Idaho Center for Plant and Soil Health, University of Idaho (UI), Parma, Idaho.

REFERENCE:

August 2019 Idaho State Board of Education (Board) approved the UI Six-Year Capital Improvement Plan

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedure, Section V.K.1, and Sections V.K.3.

BACKGROUND/DISCUSSION

This is a request to authorize Planning and Design of a new Idaho Center for Plant and Soil Health to be located at the Parma Research and Extension Center (PREC) in Parma, Idaho. The new facility will replace existing aging and inadequate facilities at the Parma Research and Extension Center and will support the on-going needs of faculty in the College of Agricultural and Life Sciences (CALS) and the agricultural industry within the State of Idaho. These existing facilities are currently more than 50 years old and face substantial needs for modernization of infrastructure and equipment which inhibit the potential of research faculty and staff. The Center will focus on research leading to healthy plants and healthy soil and will foster significant relationships and partnerships with Idaho agricultural industry leaders.

The project is consistent with the strategic goals and objectives of UI and is consistent with UI's strategic plan, specifically:

• Goal One, Innovate:

This project supports the growth of scholarly research activity in the Agricultural Sciences. It provides support for creative research into solutions to the issues and concerns regarding plant and soil health within the State of Idaho.

Goal 2, Engage:

This project enhances and supports collaboration with the agricultural industries within the State of Idaho. The project is supported by Idaho agricultural leaders and stakeholders such as the Albertsons Foundation.

In addition, the project is fully consistent with the principles, goals, and objectives of UI's Long Range Campus Development Plan (LRCDP).

IMPACT

The anticipated full project cost is \$7,000,000, based upon a feasibility study, program, and cost estimate prepared by the College of Agricultural and Life Sciences. The capital strategy includes \$3,000,000 from the Permanent Building Fund (PBF), \$3,000,000 in gifts and \$1,000,000 from CALS. Fundraising is underway, significant donations and pledges are currently secured, allowing design to proceed. UI will seek the PBF funds via the FY2022 process.

This request is for authorization to plan and design the proposed Idaho Center for Plant and Soil Health Facility. UI seeks authority to spend \$780,000, based upon estimated costs for A/E fees, other planning necessities such as site survey and geotechnical investigation, and design phase contingency allowances.

The immediate fiscal impact of this effort is to fund planning and design costs of approximately \$780,000.

Overall Project

Funding			<u>Estimate Budget</u>		
State	\$	3,000,000	A/E & Consultant Fee	es \$	634,200
Federal (Grant):			Construction		4,805,000
Other (UI)			Construction Cont.		480,500
University (CALS)	\$	1,000,000	Owner Cost & FFE		444,000
Gifted Funds	<u>\$</u>	3,000,000	Project Cont.	_	636,300
Total	\$	7,000,000	Total	\$	7,000,000
Total	\$	7,000,000	Total	\$	7,000,000

ATTACHMENTS

Attachment 1 – Capital Project Tracking Sheet

STAFF COMMENTS AND RECOMMENDATIONS

The University of Idaho continues to invest in agricultural programs and having facilities that address the current needs of industry is crucial for UI to attract and retain students for the long term. UI has already set aside \$1,000,000 in funding from the College of Agricultural and Life Sciences (CALS) and has secured pledges of approximately \$3,000,000 toward this project. UI is hopeful to receive the remaining \$3,000,000 from the Permanent Building Fund Advisory Council (PBFAC), but prepared to continue fundraising if it is unable to secure state funding. The University of Idaho is asking for the authority to spend \$780,000 for planning and design costs from those funds set aside by CALS to assure the financial targets are accurate.

Although the current economic climate makes it challenging to invest in new facilities using one-time funds, UI has been successful in fundraising to support such projects without impacting the operating budget. This project is on the University of Idaho's six-year plan, pursuant to policy V.K.

Staff recommends approval.

BOARD ACTION

I move to approve the request by the University of Idaho to implement the Planning and Design phases of the proposed Idaho Center for Plant and Soil Health Facility, with a projected total cost of \$7,000,000, as described in the materials submitted to the Board. Planning and design authorization is provided at \$780,000, including the authority to execute all necessary and requisite consulting and vendor contracts to fully implement the planning and design phases of the project.

Moved by_____ Seconded by_____ Carried Yes____ No____

Office of the Idaho State Board of Education

Capital Project Tracking Sheet As of June, 2020

, -

		History Nar	rative
¹ Institution/Agency:	University of Idaho	Project:	Capital Project Authorization Request, P Phases, Proposed Idaho Center for Plan and Extension Center University of Idaho
2 Project Description:			programming and design of project to design a search and Extension Center (PERC) of the L
³ Project Use:	Idaho. The new facility wil agricultural industry within existing facilities are currer which inhibit the potential o	I support the on-go the State of Idaho ntly in excess of 50 of research faculty	alth is to be located at the Parma Research ing needs of faculty in the College of Agricul b. It will replace aging and inadequate facil years old and face substantial needs for mod and staff. The new facility will focus on rese partnerships with Idaho agricultural industry

4 Project Size:	Approx. 10,000 gsf

6			S	ources	of F	unds					
7	Project Cost History:						Total			Us	se o
8		PBF	ISB	4		Other	Sources	P	lanning		Сс
9	Initial Cost of Project. Planning, Programming and Design Phase Authorization Request. June 2020	\$ 3,000,000	\$	-	\$	4,000,000	\$ 7,000,000	\$	634,200	\$	5
10											
11	History of Revisions:										
12	•										
13											
14	Total Project Costs	\$ 3,000,000	\$	-	\$	4,000,000	\$ 7,000,000	\$	634,200	\$	5

¹⁵ * Figures quoted are for the Total Project Cost. The University intent is that any unused funding is carried forward to a future construction phase at the time such future construction phase may be approved by the Board of Regents.

¹⁶ ** Owner's Costs, FFE, & Project Contingency, Any carry forward amounts are to be used in future phases which may be approved by the Board of Regents.
 17

18						 Other Sou	rces	of Funds	
19	History of Funding:	PBF	ISBA		stitutional Funds fts/Grants)	Student Revenue		Other***	To Otl
20	Initial Cost of Project. Planning, Programming and Design Phase Authorization Request. June 2020	\$ 3,000,000	\$	-	\$ 3,000,000	\$ -	\$	1,000,000	\$ 4,0
21									
22									
23									
24	Total	\$ 3,000,000	\$	-	\$ 3,000,000	\$ -	\$	1,000,000	\$ 4,0

²⁵ *** UI College of Agricultural and Life Sciences

ATTACHMENT 1

Planning, Programming and Design ant and Soil Health Facility, parma Research ho, Parma, Idaho.

n and construct a proposed Idaho Center for University of Idaho.

ch and Extension Center (PREC) in Parma, sultural and Life Sciences (CALS) and of the cilities currently existing at the PERC. The odernization of infrastructure and equipment search leading to healthy plants and healthy ry leaders.

Use of Funds*						
of Funds				Total		
Const	Other**		Uses			
5,285,500	\$	1,080,300	\$	7,000,000		
	<u> </u>		<u> </u>			
5,285,500	\$	1,080,300	\$	7,000,000		
uction phone at the time queb future						

Total Other	Total Funding
4,000,000	\$ 7,000,000
-	-
4,000,000	\$ 7,000,000