

9352077
352077
BOISE TITLE & ESCROW
J. DAVIS
RECORDED
BY *[Signature]*
9.00
JUL 11 1993

WARRANTY DEED

Warranty Deed made as of the 23rd day of June, 1993, between Idaho Foundation for Parks and Lands (the "Grantor") and the State of Idaho, and its Department of Parks and Recreation (the "Grantee").

Witnesseth:

That Grantor, has granted, bargained, and conveyed, and does, by these presents, grants, bargains, conveys, and confirms unto Grantee and its successors and assigns forever in fee simple, all of the real estate and permanent improvements thereon situated in the County of Ada, State of Idaho; more particularly described in Exhibit A attached hereto and incorporated herein.

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and all estate, right, title, and interest in and to the property, as well in law as in equity.

To have and to hold all of the described premises and appurtenances in fee simple unto Grantee and its successors and assigns forever free from any and all encumbrances or restrictions of any kind.

Grantor shall and does hereby warrant and shall forever defend the premises in the quiet and peaceable possession of Grantee, its successors and assigns against Grantor and against all and every person or persons whomsoever, lawfully claiming the same.

IN WITNESS WHEREOF, the Grantor in accordance with its duly adopted corporate resolution hereby signs this Warranty Deed in behalf of the Corporation, this 23rd day of June,

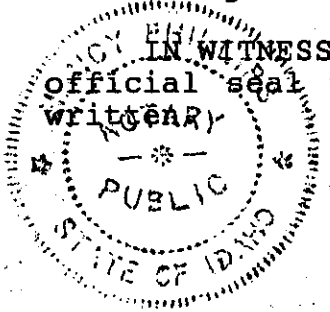
1993.

Hope Kading
President
Dan Weilmunster
Secretary

STATE OF IDAHO)
 : ss.
County of Ada)

On this 23rd day of June, 1993, before me, the undersigned, a Notary Public in and for said State, personally appeared, Hope Kading, known to me to be the President of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and who acknowledged to me that such corporation executed the same.

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



Nancy Phillips
Notary Public for Idaho
Residing at Boise, Idaho
Commission Expires: 10/7/93

STATE OF IDAHO)
 : ss.
County of Ada)

On this 23rd day of June, 1993, before me, the undersigned, a Notary Public in and for said State, personally appeared, Dan Weilmunster, known to me to be the Secretary of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and who acknowledged to me that such corporation executed the same.

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

Nancy Phillips
Notary Public for Idaho
Residing at Boise, Idaho
Commission Expires: 10/7/93

CORPORATION WARRANTY DEED

FOR VALUE RECEIVED, PULLMAN BRICK CO., INC., an Idaho corporation, the GRANTOR, does hereby grant, bargain, sell and convey unto IDAHO FOUNDATION FOR PARKS AND LANDS, an Idaho corporation, the GRANTEE, whose address is 1020 W. Franklin Street, Boise, Idaho 83702, the following described premises in Ada County, Idaho, to wit:

From the Quarter Section corner between Sections Twenty-eight and Twenty-nine, Township Three North, Range Three East of the Boise Meridian, running thence South 6°06' East 910.1 feet to a concrete monument on the Southerly side and Forty feet from the center line of State Highway No. 21, at Sta. 227-23.0 of said survey, the REAL POINT OF BEGINNING; THENCE South 38°23' West 1,100 feet; THENCE North 81°23' East 418 feet; THENCE south 83°47' East 484 feet; THENCE North 50°13' East 105 feet; THENCE North 82°33' East 379 feet; THENCE South 85°57' East 216 feet; THENCE South 63°27' East 207 feet; THENCE North 88°42' East 514 feet; THENCE North 13°30' West 91 feet to a point on the Southerly line of the right of way and 40 feet from the center line of State Highway No. 21, and which is also South 46°00' East 499.3 feet from the Northeast corner of the Southwest quarter of the Southwest quarter of said Section Twenty-eight, Township Three North, Range Three East of the Boise Meridian; THENCE North 65°34' West along said right of way and 40 feet from said center line, 1,458.6 feet to a concrete monument at Sta. 230-02.0 of said State Highway No. 21; THENCE on a 4°50' curve to right with a certain angle of 13°57' and 40 feet from center line a distance of 288.8 feet to the point of beginning, and containing not more than 20 acres;

TOGETHER with all easements and rights-of-way of record, and together with all water and water rights thereunto belonging or in anywise appertaining;

SUBJECT to all taxes and assessments for the year 1992 and all subsequent years; and

SUBJECT to the following covenant (which covenant is hereinafter referred to as the "Restrictive Covenant"):

That at all times when any amount remains owing by Grantee, or a successor in interest of Grantee, to Grantor or a successor in interest of Grantor as purchase money for the premises, accrued interest thereon, or any other sum of money as evidenced by or pursuant to a promissory note for which the premises are security pursuant to the terms of a deed of trust, mortgage or other security instrument which is of record in the office of the county recorder of Ada County,

Idaho, neither Grantee nor any successor in interest of Grantee shall do, permit, allow, or acquiesce in any of the following:

Use of all or any part of the premises for any purpose other than as a nature preserve, as a nature museum, and for offices for Grantee's personnel, or for one or more of those purposes; or

Any construction of a building or any street on the premises; or

Any subdivision of all or part of the premises; and

SUBJECT to the following reversion:

That if at any time any provision of the Restrictive Covenant is breached, then this conveyance shall thereupon be null and void, and all right, title and interest in and to the premises shall immediately and finally revert to Grantor or to Grantor's successor in interest, without the necessity of any instrument of conveyance for that reversion, other than this warranty deed;

TO HAVE AND TO HOLD these said premises, with their appurtenances, unto said Grantee, its successors and assigns, forever, subject, of course, to the Restrictive Covenant as set forth above and the reversion set forth above. The said Grantor does hereby covenant to and with said Grantee that Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances, and that Grantor will warrant and defend the same from all lawful claims whatsoever.

The person or persons who execute this Deed hereby certify that this Deed and the transfer represented thereby were duly authorized under a resolution duly adopted by the Board of Directors of the Grantor, pursuant to law.

IN WITNESS WHEREOF, The Grantor has caused its corporate name and seal to be hereunto affixed by its duly authorized person(s)

on this 16th day of December, 1991.

PULLMAN BRICK CO., INC., an Idaho
Corporation

ATTEST:

Betty Jeanne Pullman
Betty Jeanne Pullman, Secretary

By George Pullman
George Pullman, President

STATE OF IDAHO)
) ss.
County of Ada)

On this 16th day of December, 1991, before me, the under-
signed, a Notary Public for said State, personally appeared
GEORGE PULLMAN and BETTY JEANNE PULLMAN, known or identified to
me to be the president and secretary, respectively, of the cor-
poration that executed the instrument or the person who executed
the instrument on behalf of said corporation, and acknowledged to
me that such corporation executed the same.

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

Ruth Truitt
Notary Public for Idaho
Residing at Boise, ID
My commission expires 12-31-92

9171356

STEWART TITLE
ADA COUNTY, ID. FOR
J. DAVID NAVARRO
RECORDER BY Jacobson

910
'91 DEC 16 PM 4 41