

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED
SEP 10 2010
Department of Water Resources
Eastern Region

Notice of Change in Water Right Ownership

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
29-2367	Yes ☒		Yes ☐		Yes ☐
<i>Split into</i>	Yes ☐		Yes ☐		Yes ☐
<i>29-13971 &</i>	Yes ☐		Yes ☐		Yes ☐
<i>29-13972</i>	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Carma B. Smith **SUPPORT DATA**
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): City of Pocatello, Idaho **IN FILE # 29-2367**
Name of each new owner as listed on the conveyance document

New owner continued Name connector ☐ and ☐ or ☐ and/or

P.O. Box 4169

Mailing address

Pocatello ID 83201

City State ZIP

208-234-6148 dtranmer@pocatello.us

Telephone Email

4. If the water rights and/or adjudication claims were split, how did the division occur?
- ☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
- ☒ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
5. Date you acquired the water rights and/or claims listed above: 7-16-10
6. This form must be signed and submitted with the following **REQUIRED** items:
- A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
 - Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
 - Filing fee (see instructions for further explanation):
 - \$25 per *undivided* water right.
 - \$100 per *split* water right.
 - No fee is required for pending adjudication claims.

7. Signature: A. Dean Tranmer City Attorney 9-9-10
Signature of new owner/claimant Title, if applicable Date

Signature: _____
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by [Signature] Date 9/13/2010 Receipt No. E0326118 Receipt Amt. \$100.-
Approved by _____ Processed by _____ Date _____

FIRST AMERICAN TITLE - POCATELLO OFFICE

21011768 2010 JUL 16 PM 12:30:47
Electronically Recorded by Simplifile

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
2240 E. Center
Pocatello, ID 83201

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: **340824-P (cl)**

Date: **July 13, 2010**

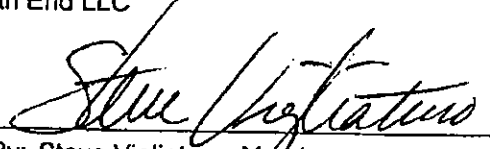
For Value Received, **South End LLC**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **City of Pocatello**, hereinafter called the Grantee, whose current address is 911 North 7th, **Pocatello, ID 83201**, the following described premises, situated in **Bannock County, Idaho**, to-wit: 

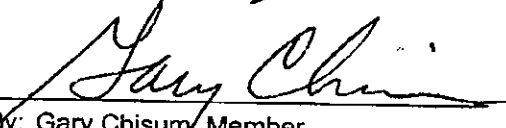
Legal Description attached hereto as Exhibit A, and by this referenced incorporated herein.

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its appurtenances, unto the said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

South End LLC


By: Steve Vigliaturo, Member


By: Gary Chisum, Member

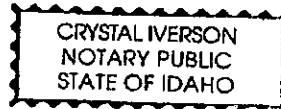
STATE OF Idaho

Instrument: 21011768 Page: 2

COUNTY OF Bannock

)
ss.
)

On this 14th day of July, 2010, before me, a Notary Public in and for said State, personally appeared **Steve Vigliaturo and Gary Chisum**, known or identified to me to be the person whose name is subscribed to the within Instrument as one of the Managers/Members of the **South End LLC**, which is known or identified to me to be the entity whose name is subscribed to the within instrument and acknowledged to me that they executed the same in said Limited Liability Company's name.



Crystal Iverson
Notary Public of Idaho
Residing at: Prater, ID
Commission Expires: 4/23/11

EXHIBIT A

A PORTION OF LAND DESCRIBED IN DEED INST. NO. 99018598, THE PARCEL LOCATED IN THE SOUTH HALF OF SECTION 8, TOWNSHIP 7 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER OF SECTION 8, TOWNSHIP 7 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, BEING MARKED BY A BRASS CAP MONUMENT DESCRIBED IN CORNER PERPETUATION INST. NO. 691058; THENCE SOUTH 00°15'40" WEST, ALONG THE LATITUDINAL CENTERLINE OF SAID SECTION, A DISTANCE OF 1090.41 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SOUTH 5TH AVE., SAID POINT BEING THE POINT OF BEGINNING;

THENCE NORTH 47°27'41" WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 424.24; THENCE SOUTH 42°32'19" WEST, A DISTANCE OF 605.40 FEET TO A POINT ON THE NORTHEASTERLY BOUNDARY LINE OF A PARCEL OF LAND DESCRIBED IN DEED INST. NO. 20419278;

THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE NORTHEASTERLY BOUNDARY LINE OF SAID PARCEL FOR THE NEXT TWO (2) COURSES;

1) SOUTH 56°01'32" EAST A DISTANCE OF 138.17 FEET;

2) SOUTH 47°25'51" EAST A DISTANCE OF 419.51 FEET TO A POINT ON THE

NORTHWESTERLY BOUNDARY LINE OF A PARCEL DESCRIBED IN DEED INST. NO. 98018314;

THENCE NORTH 42°32'19" EAST, ALONG SAID NORTHWESTERLY BOUNDARY LINE OF SAID PARCEL, A DISTANCE OF 585.05 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SOUTH 5TH AVE.;

THENCE NORTH 47°27'41" WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 131.90 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL WATER AND WATER RIGHTS APPURTENANT TO SAID LANDS, INCLUDING BUT NOT LIMITED TO THE FOLLOWING:

THOSE CERTAIN WATER RIGHTS DESCRIBED AND CONTAINED IN THE LICENSE NUMBERED 29-2367, ISSUED BY THE DEPARTMENT OF WATER RESOURCES OF THE STATE OF IDAHO.

WATER RIGHT WARRANTY DEED

FOR VALUE RECEIVED, Carma Smith of 5137 W. Portneuf Road, Inkom, ID 83245, and Deanna S. Cone of 4245 N. Old Highway, Pocatello, ID 83204, as Grantors and sole owners of Water Right No. 29-02367, as adjudicated in the Snake River Basin Adjudication Case No. 39576, Fifth Judicial District of the State of Idaho, in and for the County of Twin Falls, hereby grant and convey to the City of Pocatello, a municipal corporation of Idaho, whose address is 911 N. 7th Ave., P.O. Box 4169, Pocatello, ID 83205, hereinafter referred to as Grantee, all of Grantor's right, title and interest in and to the Water Right described above and as further delineated in the partial Decree identified as Exhibit "A" attached hereto and incorporated herein.

To have and to hold the same unto the Grantee and Grantee's successors and assigns forever. Grantors hereby covenant to and with Grantee and Grantee's successors and assigns, that Grantors are lawfully seized in fee simple of the above-granted Water Right, free from all encumbrances, and Grantors will warrant and forever defend the same against the lawful claims and demands of all persons whomsoever.

In witness whereof, Grantors have executed this Instrument at Pocatello, Idaho on July 15, 2010.

Carma B. Smith
Carma B. Smith

Deanna S. Cone

OFFICIAL RECORD BOOK 934
BANNOCK COUNTY IDAHO

RECORDED AT REQUEST OF
FEE / DEPUTY me

CITY OF POCATELLO

21013123

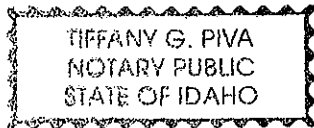
2010 AUG -9 P 2:43

21013123

STATE OF IDAHO)
) ss:
 County of Bannock)

On this 15th day of July, 2010, before me, the undersigned, a Notary Public in and for the State, personally appeared Carma B. Smith, known or proved to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same.

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



Tiffany G. Piva
 NOTARY PUBLIC FOR IDAHO
 Residing in Pocatello, Idaho
 My commission expires: 8/30/2011

STATE OF IDAHO)
) ss:
 County of Bannock)

On this _____ day of July, 2010, before me, the undersigned, a Notary Public in and for the State, personally appeared Deanna S. Cone, known or proved to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same.

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

 NOTARY PUBLIC FOR IDAHO
 Residing in Pocatello, Idaho
 My commission expires: _____

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO IN AND FOR THE COUNTY OF IDWIN FALLS

NAME AND ADDRESS: CARMA B SMITH
5137 W PORTNEUF RD
INKOM, ID 83245

DEANNA S CONE
4245 N OLD HWY 91
POCAHELLO, ID 83204

SOURCE: GROUND WATER

QUANTITY: 0 20 CFS
40.60 AFY

PRIORITY DATE: 06/22/1955

POINT OF DIVERSION: 107S R35E S08 NWNESW Within Bannock County

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	Irrigation	04-01 TO 10-31	0.20 CFS
			40.00 AFY
	Domestic	01-01 TO 12-31	0.04 CFS
			0.60 AFY

PLACE OF USE:	Irrigation		Within Bannock County
	107S R35E S08	NESW 6.0	SESW 2.4
		NWSE 0.7	SWSE 0.9
	10.0 Acres Total		
	Domestic		Within Bannock County
	107S R35E S08	SESW	

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS
NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT
ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY
DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE
ENTRY OF A FINAL UNIFIED DECREE I C SECTION 42-1412(6)

RULE 54 (b) CERTIFICATE

With respect to the issues determined by the above judgment or order, it is hereby CERTIFIED, in accordance with Rule 54(b), I R C P , that the court has determined that there is no just reason for delay of the entry of a final judgment and that the court has and does hereby direct that the above judgment or order shall be a final judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules

John M. Melanson
Presiding Judge of the
Snake River Basin Adjudication

SRBA PARIAL DECREE PURSUANI TO I R.C P 54(b)
Water Right 29-02367

PAGE 1
May-16-2004

EXHIBIT

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THENCE NORTH $47^{\circ}27'41''$ WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 424.24; THENCE SOUTH $42^{\circ}32'19''$ WEST, A DISTANCE OF 605.40 FEET TO A POINT ON THE NORTHEASTERLY BOUNDARY LINE OF A PARCEL OF LAND DESCRIBED IN DEED INST. NO. 20419278;

THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE NORTHEASTERLY BOUNDARY LINE OF SAID PARCEL FOR THE NEXT TWO (2) COURSES;

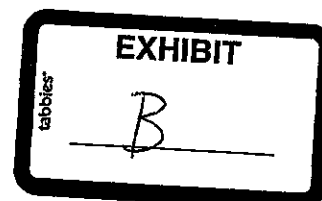
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Closing Documents

*First America
Title Company*



CRYSTAL IVERSON
ESCROW OFFICER

2240 East Center • Pocatello, ID 83201
LOCAL 208-232-6224 • FAX 208-232-6257
TOLL FREE 866-333-9805
EMAIL civerson@firstamholding.com
www.firstamholding.com



First American Title Company



Settlement Statement (HUD-1)

OMB Approval No. 2502-0265

A. Settlement Statement		B. Type of Loan	
First American Title Company Settlement Statement		1-5. Loan Type: Conv. Unins.	
		6. File Number: 340824-P	
		7. Loan Number:	
		8. Mortgage Insurance Case Number:	
C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(POC)" were paid outside this closing; they are shown here for informational purposes and are not included in the totals.			
D. Name of Borrower: City of Pocatello			
E. Name of Seller: South End LLC NNA South Fifth Avenue Pocatello, ID 83201			
F. Name of Lender:			
G. Property Location: NNA South Fifth Avenue, Pocatello, ID 83201			
H. Settlement Agent: First American Title Company Address: 2240 E. Center, Pocatello, ID 83201		(208)232-6224	
Place of Settlement Address: 2240 E. Center, Pocatello, ID 83201		I. Settlement Date: 07/16/2010 Print Date: 07/14/2010, 8:25 AM Disbursement Date: 07/16/2010 Signing Date:	

J. Summary of Borrower's Transaction	
100. Gross Amount Due from Borrower	
101. Contract Sales Price	1,050,000.00
102. Personal property	
103. Settlement charges to borrower (line 1400)	542.00
104.	
105.	
Adjustments for items paid by seller in advance	
106. City/town taxes	
107. County taxes	
108. Assessments	
109.	
110.	
111.	
112.	
113.	
114.	
115.	
120. Gross Amount Due from Borrower	1,050,542.00
200. Amounts Paid by or on Behalf of Borrower	
201. *Deposit or earnest money	1,000.00
202. Principal amount of new loan(s)	
203. Existing loan(s) taken subject	
204.	
205.	
206.	
207.	
208.	
209.	
Adjustments for items unpaid by seller	
210. City/town taxes	
211. County taxes	
212. Assessments	
213.	
214.	
215.	
216.	
217.	
218.	
219.	
220. Total Paid by/for Borrower	1,000.00
300. Cash at Settlement from/to Borrower	
301. Gross amount due from borrower (line 120)	1,050,542.00
302. Less amounts paid by/for borrower (line 220)	1,000.00
303. Cash (X From) (To) Borrower	1,049,542.00

K. Summary of Seller's Transaction	
400. Gross Amount Due to Seller	
401. Contract sales price	
402. Personal property	
403. Total Deposits	
404.	
405.	
Adjustments for items paid by seller in advance	
406. City/town taxes	
407. County taxes	
408. Assessments	
409.	
410.	
411.	
412.	
413.	
414.	
415.	
420. Gross Amount Due to Seller	
500. Reductions in Amount Due to Seller	
501. Excess deposit (see instructions)	
502. Settlement charges to seller (line 1400)	
503. Existing loan(s) taken subject	
504. Payoff of first mortgage loan	
505. Payoff of second mortgage loan	
506.	
507.	
508.	
509.	
Adjustments for items unpaid by seller	
510. City/town taxes	
511. County taxes	
512. Assessments	
513.	
514.	
515.	
516.	
517.	
518.	
519.	
520. Total Reduction Amount Due Seller	
600. Cash at Settlement to/from Seller	
601. Gross amount due to seller (line 420)	
602. Less reductions in amounts due seller (line 520)	
603.	

* See Supplemental Page for details. ** Paid on Behalf of Borrower. POC-B (Buyer); POC-S (Seller); POC-L (Lender); POC-MB (Mortgage Broker).

The HUD-1 Settlement Statement which I have prepared is a true & accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Settlement Agent: *[Signature]* Date: 7/16/10

The Public Reporting Burden for this collection of information is estimated at 35 minutes per response for collecting, reviewing, and reporting the data. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. No confidentiality is assured; this disclosure is mandatory. This is designed to provide the parties to a RESPA covered transaction with information during the settlement process.

Page 1

Settlement Charges		Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
700. Total Real Estate Broker Fees			
Division of commission (line 700) as follows:			
701.			
702.			
703. Commission paid at settlement			
704.			
800. Items Payable in Connection with Loan			
801. Our origination charge	(from GFE #1)		
802. Your credit or charge (points) for the specific interest rate chosen	(from GFE #2)		
803. Your adjusted origination charges	(from GFE #3)		
804. Appraisal fee	(from GFE #3)		
805. Credit report	(from GFE #3)		
806. Tax service	(from GFE #3)		
807. Flood certification	(from GFE #3)		
808.			
809.			
900. Items Required by Lender to Be Paid in Advance			
901. Daily interest charges from	(from GFE #10)		
902.	(from GFE #3)		
903. Homeowner's insurance	(from GFE #11)		
904.			
905.			
906.			
1000. Reserves Deposited with Lender			
1001. Initial deposit for your escrow account	(from GFE #9)		
1002. Homeowner's insurance			
1003. Mortgage insurance			
1004. Property taxes			
1005.			
1006.			
1007. Aggregate Adjustment			
1100. Title Charges			
1101. Title services and lender's title insurance	(from GFE #4)	526.00	
1102. Settlement or closing fee	\$500.00		
to First American Title Company			
1103. Owner's title insurance	(from GFE #5)		
1104. Lender's title insurance			
1105. Lender's title policy limit \$ 0.00			
1106. Owner's title policy limit \$ 1,050,000.00			
1107. Agent's portion of the total title insurance premium \$ 0.00			
to First American Title Company			
1108. Underwriter's portion of total title insurance premium \$ 0.00			
to First American Title Insurance Company			
1109. e-document filing fee to	\$5.00		
1110.			
1111.			
1112.			
1200. Government Recording and Transfer Charges			
1201. Government recording charges	(from GFE #7)	16.00	
1202. Recording fees: Deed \$16.00 Mortgage \$0.00 Release \$0.00			
1203. Transfer taxes	(from GFE #8)		
1204. City/county tax/stamps:			
1205. State tax/stamps:			
1206.			
1207.			
1208.			
1209.			
1210.			
1300. Additional Settlement Charges			
1301. Required services that you can shop for	(from GFE #6)		
1302.			
1303.			
1304.			
1305.			
1306.			
1307.			
1308.			
1309.			
1310.			
1311.			
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)		542.00	

* See Supplemental Page for details.

** Paid on Behalf of Borrower.

POC-B (Buyer); POC-S (Seller); POC-L (Lender); POC-MB (Mortgage Broker).

Comparison of Good Faith Estimate (GFE) and HUD-1 Charges	
Charges That Cannot Increase	
	HUD-1 Line Number
Our origination charge	# 801
Your credit / charge (points) for the specific interest rate chosen	# 802
Your adjusted origination charges	# 803
Transfer taxes	# 1203

Good Faith Estimate	HUD-1
0.00	
0.00	
0.00	
0.00	

Charges That In Total Cannot Increase More Than 10%	
Government recording charges	# 1201
Title services and lender's title insurance	# 1101
	#
	#
	#
	#
	#
	#

Good Faith Estimate	HUD-1
0.00	16.00
0.00	526.00

	Total
	Increase between GFE and HUD-1 Charges

	542.00
\$542.00	or N/A

Charges That Can Change	
Initial deposit for your escrow account	# 1001
Daily interest charges	# 901
Homeowner's insurance	# 903
	#
	#
	#

Good Faith Estimate	HUD-1
0.00	
0.00	

Loan Terms

Your initial loan amount is	\$ 0.00
Your loan term is	years
Your initial interest rate is	%
Your initial monthly amount owed for principal, interest, and any mortgage insurance is	☐ Includes ☐ Principal ☐ Interest ☐ Mortgage Insurance
Can your interest rate rise?	☐ No. ☐ Yes, it can rise to a maximum of %. The first change will be on and can change again every after . Every change date, your interest rate can increase or decrease by %. Over the life of the loan, your interest rate is guaranteed to never be lower than % or higher than %.
Even if you make payments on time, can your loan balance rise?	☐ No. ☐ Yes, it can rise to a maximum of \$.
Even if you make payments on time, can your monthly amount owed for principal, interest, and mortgage insurance rise?	☐ No. ☐ Yes, the first increase can be on and the monthly amount owed can rise to \$. The maximum it can ever rise to is \$.
Does your loan have a prepayment penalty?	☐ No. ☐ Yes, your maximum prepayment penalty is \$.
Does your loan have a balloon payment?	☐ No. ☐ Yes, you have a balloon payment of \$ due in years on .
Total monthly amount owed including escrow account payments	☐ You do not have a monthly escrow payment for items, such as property taxes and homeowner's insurance. You must pay these items directly yourself. ☐ You have an additional monthly escrow payment of \$ that results in a total initial monthly amount owed of \$. This includes principal, interest, any mortgage insurance and any items checked below: ☐ Property taxes ☐ Flood insurance ☐ ☐ ☐ ☐ Homeowner's insurance ☐ ☐ ☐

Note: If you have any questions about the Settlement Charges and Loan Terms listed on this form, please contact your lender.

HUD-1 Settlement Statement		
First American Title Company Settlement Statement		Loan No.
		Settlement Date: 07/16/2010
Borrower Name & Address: City of Pocatello		
Seller Name & Address: South End LLC NNA South Fifth Avenue Pocatello, ID 83201		

Section J. Summary of Borrower's Transaction continue		
100. Gross Amount Due From Borrower		Borrower Charges
200. Amounts Paid By Or In Behalf of Borrower		Borrower Credits
201. Supplemental Summary	1,000.00	
a. Earnest Money Deposit		1,000.00

The following Section is restated from the Settlement Statement Page 1			
300. Cash at Settlement from/to Borrower		600. Cash at Settlement to/from Seller	
301. Gross amount due from borrower (line 120)	1,050,542.00	601. Gross amount due to seller (line 420)	
302. Less amounts paid by/for borrower (line 220)	1,000.00	602. Less reductions in amounts due seller (line 520)	
303. Cash (X From) (To) Borrower	1,049,542.00	603.	

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and distributions made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

BUYER(S):

City of Pocatello

By: Brian Blad, Mayor

First American Title Company

By: Crystal Iverson

EXHIBIT A

A PORTION OF LAND DESCRIBED IN DEED INST. NO. 99018598, THE PARCEL LOCATED IN THE SOUTH HALF OF SECTION 8, TOWNSHIP 7 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER OF SECTION 8, TOWNSHIP 7 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, BEING MARKED BY A BRASS CAP MONUMENT DESCRIBED IN CORNER PERPETUATION INST. NO. 691058; THENCE SOUTH 00°15'40" WEST, ALONG THE LATITUDINAL CENTERLINE OF SAID SECTION, A DISTANCE OF 1090.41 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SOUTH 5TH AVE., SAID POINT BEING THE POINT OF BEGINNING;

THENCE NORTH 47°27'41" WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 424.24; THENCE SOUTH 42°32'19" WEST, A DISTANCE OF 605.40 FEET TO A POINT ON THE NORTHEASTERLY BOUNDARY LINE OF A PARCEL OF LAND DESCRIBED IN DEED INST. NO. 20419278;

THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE NORTHEASTERLY BOUNDARY LINE OF SAID PARCEL FOR THE NEXT TWO (2) COURSES;

1) SOUTH 56°01'32" EAST A DISTANCE OF 138.17 FEET;

2) SOUTH 47°25'51" EAST A DISTANCE OF 419.51 FEET TO A POINT ON THE NORTHWESTERLY BOUNDARY LINE OF A PARCEL DESCRIBED IN DEED INST. NO. 98018314; THENCE NORTH 42°32'19" EAST, ALONG SAID NORTHWESTERLY BOUNDARY LINE OF SAID PARCEL, A DISTANCE OF 585.05 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SOUTH 5TH AVE.;

THENCE NORTH 47°27'41" WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 131.90 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL WATER AND WATER RIGHTS APPURTENANT TO SAID LANDS, INCLUDING BUT NOT LIMITED TO THE FOLLOWING:

THOSE CERTAIN WATER RIGHTS DESCRIBED AND CONTAINED IN THE LICENSE NUMBERED 29-2367, ISSUED BY THE DEPARTMENT OF WATER RESOURCES OF THE STATE OF IDAHO.

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
2240 E. Center
Pocatello, ID 83201

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: **340824-P (ci)**

Date: **July 13, 2010**

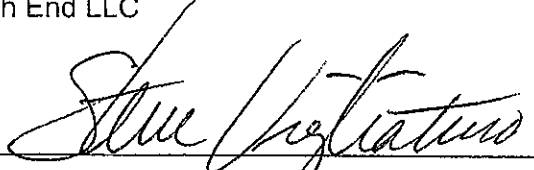
For Value Received, **South End LLC**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **City of Pocatello**, hereinafter called the Grantee, whose current address is 911 North 7th, **Pocatello, ID 83201**, the following described premises, situated in **Bannock County, Idaho**, to-wit: *BA*

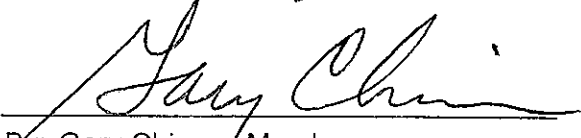
Legal Description attached hereto as Exhibit A, and by this referenced incorporated herein.

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its appurtenances, unto the said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

South End LLC


By: Steve Vigliaturo, Member

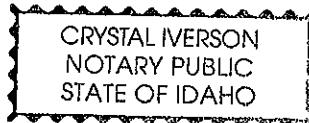

By: Gary Chisum, Member

STATE OF Idaho)

SS.

COUNTY OF Bannock)

On this 14th day of July, 2010, before me, a Notary Public in and for said State, personally appeared **Steve Vigliaturo and Gary Chisum**, known or identified to me to be the person whose name is subscribed to the within Instrument as one of the Managers/Members of the **South End LLC**, which is known or identified to me to be the entity whose name is subscribed to the within instrument and acknowledged to me that they executed the same in said Limited Liability Company's name.



Crystal Iverson
Notary Public of Idaho

Residing at: Bozelle, ID

Commission Expires: 4/23/16



Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

The First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

The First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

© 2001-2010 The First American Financial Corporation

Accepted & Approved

Accepted & Approved

**CLOSING ESCROW INSTRUCTIONS
PURCHASE**

Escrow No.: **340824-P**

Officer: **Crystal Iverson**

Date: **July 16, 2010**

Buyer: **City of Pocatello**

To: **First American Title Company, 2240 E. Center, Pocatello, ID 83201**

I/We hereby agree to purchase the hereinafter property as described in Schedule A of Commitment No. **340824-P** situated in **Bannock County, Idaho** for a total consideration of **\$1,050,000.00** and will on or before closing hand you said consideration, which is payable as follows:

Earnest Money Deposit **\$1,000.00**
Balance of Sales Price in the amount of **\$1,049,000.00**
(closing costs and/or fees are additional)

I/We will deliver to you any additional funds and execute any instruments which are necessary to comply with the terms hereof, all of which you may use when you hold for me a Warranty Deed from:

South End LLC

You are authorized and instructed to issue the specified title insurance policy or policies, in the specified amounts, to-wit:

OWNERS EAGLE \$	LENDERS EAGLE \$
OWNERS STANDARD \$1,050,000.00	OWNERS EXTENDED \$
LENDERS STANDARD \$	LENDERS EXTENDED \$

on the property described on attached Order No.: **340824-P**

Showing title vested in: **City of Pocatello**

Subject to:

1. Paragraphs **1-11** of Schedule 'B' of Owner's Commitment for Title Insurance Order No. **340824-P**, dated **May 20, 2010**, Revision No. **second**, a copy of which is attached hereto.
2. Additional documents creating exceptions that will be recorded at the time of closing:

Warranty Deed

I have read the above referenced preliminary title commitment and approve the policy of title insurance to be issued as required by instructions to include the above vesting and exceptions:

Buyers Initials: BB _____

Seller(s) and Buyer(s) hereby acknowledge that all contingencies and conditions on the Buy/Sell Agreement dated 04/20/2010 and addendums dated 4/20/2010, have been either satisfied or negotiated outside of this escrow.

PRORATE AND/OR ADJUST THE FOLLOWING AS OF **07/16/2010**
-CHECK THOSE WHICH APPLY-

- X 1. Taxes based on the amount of the tax statement set forth below under type of taxes for the year therein specified of the Tax Collector which has been issued prior to the close of escrow. No liability is assumed for the errors, omissions, and/or changes in the amount of the General County Taxes assessed on real and personal property by the County Assessor and/or Taxing Authority. (If the amount of the new tax bill issued by the Tax Collector after the close of escrow is more or less than the amount used for proration purposes, the difference, if any, will be adjusted by the parties herein outside of escrow.) **Sellers are to FORWARD to buyers any present or future tax bills on property herein.** TYPE OF TAXES: [**X**] Real Property **2010** [] Mobile Home [] Personal Property
2. Rents/Security Deposits
3. Condo or Homeowner's Association Dues
4. City Water/Sewer
5. City/County SID's (State Specific)
- X 6. In 2009 tax parcel had a large amount of cancels due to the property being changed to ag which dropped the value significantly. Per county new value for 2010 should be \$4,289. Prorations based on this value and 2009 levy. Amount paid directly to county as City should be exempt for the remainder of the year.

Seller initials: gn se

Buyer initials: BB

LOAN CALCULATIONS/PAYOFFS

Loan amounts shown in seller(s) and buyer(s) settlement statements were determined from information provided to First American Title Company by the lender, or escrow provider, copies of which are available to the parties for inspection. Any inaccuracies or deficiencies in the calculation of these amounts by the lender or escrow provider remain the responsibility of the party legally obligated thereunder.

Seller initials: gn se

Buyer initials: BB

WATER RIGHTS

The parties acknowledge that First American Title Company is not responsible for the transfer of any water, or water rights.

I hereby agree to hold you harmless from the failure of the transfer of water to myself regardless of the reason or cause. If any transfer of water is being done, it is an accommodation for me. I understand that you have not made a search of the water rights to this land. I further understand that you are not making any representation and warranty concerning said water rights.

Seller initials: gn se

Buyer initials: BB

First American Title Company is hereby authorized and instructed to insert appropriate addresses on any and all documents generated by this escrow, that may or may not have been previously signed by buyers and/or sellers herein.

GENERAL PROVISIONS

MISCELLANEOUS FEES

Escrow Holder may incur certain additional costs on behalf of the parties for services performed by third party providers. The fees charged by Escrow Holder for such services may include a mark up over the direct cost of

such services to reflect the averaging of direct, administrative and overhead charges of Escrow Holder for such services.

RECONVEYANCE

In the event a lender who is paid in full in connection with this escrow, fails to timely forward the paid Note and a request for reconveyance of the paid Deed of Trust, the escrow holder acting as trustee and title insurer may use the procedures outlined in state statutes and regulations to effect a reconveyance of the Deed of Trust. Among other provisions of this chapter is the following: "The reconveyance of a trust deed pursuant to this chapter shall not itself discharge any personal obligation that was secured by the trust deed at the time of its reconveyance."

DEPOSIT OF FUNDS AND DISBURSEMENTS

All disbursements shall be made by your check. You are authorized not to close escrow or disburse until good funds, as provided for in state statutes and regulations have been confirmed. All funds received in this escrow shall be deposited in one or more of your general escrow accounts with any bank doing business in said State may be transferred to any other general escrow account or accounts. Upon specific instructions from all parties to this escrow, you may hold funds as otherwise instructed herein.

CLOSE OF ESCROW

The expression "close of escrow" means the date on which instruments referred to herein are filed for record unless otherwise indicated herein. Recordation of any instrument delivered through this escrow, if necessary or proper in the issuance of a policy of title insurance called for, is hereby authorized.

AUTHORIZATION TO FURNISH COPIES

You are to only furnish a copy of these instructions, amendments thereto, closing statements and/or any other documents deposited in this escrow, to the lender or lenders, the real estate broker or brokers and/or the attorney or attorneys involved in this transaction upon request of such lenders, brokers or attorneys.

CONFLICTING DEMANDS OR CLAIMS

Should you, before or after the close of escrow, receive or become aware of any conflicting demands or claims with respect to this escrow or the rights of any of the parties hereto, or any money or property deposited herein or affected hereby, you shall have the right to discontinue any or all further acts on your part until such conflict is resolved to your satisfaction, and you shall have the further right to commence or defend any action or proceedings for the determination of such conflict. The provisions herein shall include, but are not limited to, conflicting demands or disputed claims relating to the real estate commissions and/or brokerage fees.

ATTORNEYS FEES, COST/SUIT IN INTERPLEADER

The parties hereto jointly and severally agree to pay all costs, damages, judgments and expenses, including reasonable attorney's fees suffered or incurred by you in connection with, or arising out of this escrow, including, but without limiting the generality of the foregoing, as suit in interpleader brought by you. The parties expressly agree that you, as escrow holder, have the absolute right, at your election, to file an action in interpleader. You are authorized to deposit with the Clerk of Court all documents and funds held in this escrow.

RIGHT OF CANCELLATION

If any party to this escrow elects to cancel these instructions because of the failure of any party to comply with any of the terms hereof within the time limits provided herein, said party so electing to cancel shall deliver a written notice to the other party and escrow agent demanding that said other party comply with the terms hereof within ten days from the receipt of said notice by escrow agent that these instructions shall hereupon become canceled. When the written notice is delivered to escrow agent by the party so electing to cancel, escrow agent shall within 5 days thereafter send a copy of said notice to the other party in the manner provided by law and the usual practices of the escrow agent. In the event said other party shall fail within said ten day period to comply with all of the terms hereof, these instructions shall become canceled and escrow agent is thereupon authorized: (a) first, to pay to the party electing to cancel any earnest money deposited hereunder by said other party, after deducting any charges; (b) second, to pay to said other party, any other money deposited hereunder by said other party, after deducting any charges remaining unpaid; (c) third, to pay to the party electing to cancel, any money deposited by said party, after deducting any charges remaining unpaid; and (d) fourth, to return all documents deposited hereunder to the party who delivered the same except documents executed by more than one party, which shall be marked "canceled" and retained in the files of escrow agent.

LEGAL ADVICE

Both Seller and Buyer acknowledge by their signatures hereon the following: I have been specifically informed that First American Title Company (hereinafter designated as "First American Title Company") is not licensed to

practice law and no legal advice has been offered by First American Title Company or any of its employees. I have been further informed that First American Title Company is acting only as escrow agent and that it is forbidden by law from offering advice to any party regarding the merits of this escrow transaction or the nature of the instruments utilized, and that it has not done so. I have not been referred by First American Title Company to any named attorney or attorneys or discouraged from seeking advice of any attorney, but have been requested to seek legal council of my own choosing at my own expense, if I have doubt concerning any aspect of this transaction.

PREPARATION OF FORM DOCUMENTS

I further declare all instruments to which I am a party, if prepared by First American Title Company, have been prepared under the direction of my attorney, agents acting in my behalf, or myself, at my direction or request, and particularly declare that copying legal descriptions from title reports onto forms of deeds, etc., or reforming of legal descriptions or agreements, is or will be solely at my direction or request.

PERSONAL PROPERTY TAXES

No examination or insurance as to the amount or payment of personal property taxes is required unless specifically requested.

TAXPAYER REPORTING INFORMATION

The Seller(s) acknowledges that Federal Law requires First American Title Company to report this transaction to the Internal Revenue Service on Form 1099.

FACSIMILES/ELECTRONIC DOCUMENT DELIVERY

In the event Seller and/or Buyer utilize facsimile or electronically transmitted documents, Seller and Buyer agree to accept and instruct First American Title Company to rely upon documents as if they bore original signatures. Seller and Buyer agree to provide the documents bearing the original signatures within 5 days of transmission. Seller and Buyer acknowledge and agree that any documents necessary for recording may not be accepted by the County Clerk and Recorder, with facsimile or electronically transmitted signatures, thus delaying the close of escrow.

AMENDMENTS TO ESCROW INSTRUCTIONS

Any amendments of and/or supplements to any instructions must be in writing. If any "Earnest Money Agreements," "Receipt and Agreements to Purchase" or the like are attached to these instructions and one or more terms of said agreements conflict with or vary from these instructions, these instructions shall nevertheless, control.

FINANCIAL SOLVENCY

Both Seller and Buyer hereby agree to hold First American Title Company harmless from all liability due to the financial status or insolvency of any other party, or any misrepresentation made by any other party and any loss or impairment of funds that have been deposited in escrow that are in the course of collection or while those funds are on deposit in a financial institution if such loss or impairment results from the failure, insolvency or suspension of a financial institution, or any loss or impairment of funds due to the invalidity of any draft, check, document or other negotiable instrument delivered to the escrow agent.

I have been afforded adequate time and opportunity to read and understand these escrow instructions and all other documents referred to therein.

Dated: July 16, 2010

BUYER(S):

City of Pocatello


By: Brian Blad, Mayor

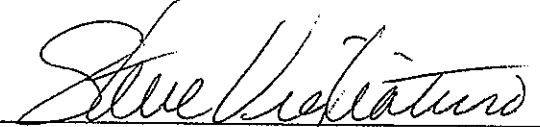
Address:

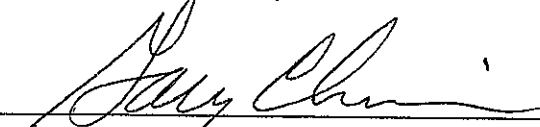
**NNA South Fifth Avenue
Pocatello, ID 83201**

SELLER(S): South End LLC

I/We approve of the foregoing instructions, agree to be bound thereof, and agree to sell and will deliver to you papers, instructions and/or funds required from me within the time limits specified herein, which you are authorized to deliver when you can issue your policy of title insurance as set forth above. You are instructed to use the money and record the instruments to comply with said escrow instructions and to pay all encumbrances of record necessary, without further approval including prepayment penalties to show title as herein provided. I agree to pay your usual sellers escrow fee, drawing of documents and such other charges which are advanced for my account regardless of the consummation of this escrow. I also agree to pay the policy of title insurance premium and recording fees which are properly chargeable to me.

South End LLC


By: Steve Vigliaturo, Member


By: Gary Chisum, Member

Address:

TAX AGREEMENT

Date: **July 13, 2010**

File No.: **340824-P (ci)**

Property: **NNA South Fifth Avenue, Pocatello, ID 83201**

The tax value shown on the attached closing statement is based on ESTIMATES.

Buyer and Seller herein affirm and agree that First American Title Company, its employees, agents, or assigns have not made any warranties as to the accuracy of these tax figures. Further, Buyer and Seller agree that should the actual tax, as shown on the tax statement forwarded by the Bannock Assessor/Treasurer's Office during the year of the sale differ from the figure represented on the attached closing statement, the following will occur:

1. In the event Buyer has received excess credit based on the "estimated tax", Buyer agrees to reimburse Seller; or
2. In the event Buyer has not received sufficient credit based on the "estimated tax", Seller agrees to reimburse Buyer.
3. Payment of the pro-rated portion, due, if any, shall be made by the respective party (directly to the party) within thirty (30) days after notification of the actual tax assessed.
4. In the event there is no proration due to the property's status at the time of sale, parties agree to prorate outside of escrow, per their agreement.
5. PAYMENT OF ANY SUBSEQUENT TAX STATEMENTS WHICH MAY BE RECEIVED AFTER DATE OF CLOSING ON THIS TRANSACTION WILL BE HANDLED DIRECTLY BETWEEN THE RESPECTIVE PARTIES, AND FIRST AMERICAN TITLE COMPANY DOES NOT ASSUME ANY LIABILITY OR RESPONSIBILITY IN CONNECTION THEREWITH.

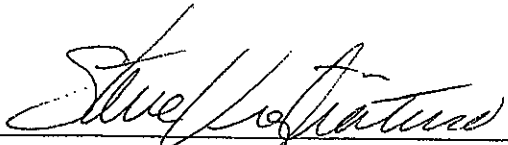
Further, Buyer and Seller herein agrees to hold First American Title Company harmless from any loss, liability, or responsibility in the event the prorated tax figures are based on a Homeowner's Tax Exemption, (I.C. 63-105DD), do or do not apply for the year in which the sale occurs. It is agreed that it is the buyer's responsibility to investigate the status of and qualify for the Homeowner's Tax Exemption as it may apply to the property being purchased.

**2009 Real Property In 2009 tax parcel had a large amount of cancels due to the property being changed to ag which dropped the value significantly. Per county new value for 2010 should be \$4,289. Prorations based on this value and 2009 levy. Amount paid directly to county as City should be exempt for the remainder of the year. Tax(es) for Parcel No. R4013005903
Tax Amount \$48.44**

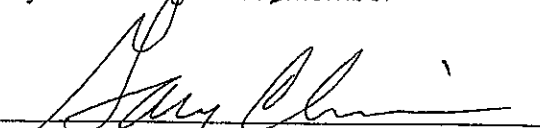
Dated: 16 day of July, 2010

South End LLC

City of Pocatello


By: Steve Vigliaturo, Member


By: Brian Blad, Mayor


By: Gary Chisum, Member



First American Title Company

ESCROW WITHHOLD AGREEMENT/REPAIRS

To: **First American Title Company**
Escrow Officer: **Crystal Iverson**

File No.: **340824-P (ci)**
Date: **July 15, 2010**

Re: **NNA South Fifth Avenue, Pocatello, ID 83201**

For and in consideration of effecting a timely closing of the subject transaction, **First American Title Company**, herein referred to as Escrow Holder, to **City of Pocatello**, hereinafter referred to as Purchasers/Owners and **South End LLC**, hereinafter referred to as Sellers/Contractors, do hereby enter into this Escrow Agreement for the purpose of escrowing the sum of **\$80,000.00** to pay for and help insure completion of the following described work on the above described property to-wit:

A PORTION OF LAND DESCRIBED IN DEED INST. NO. 99018598, THE PARCEL LOCATED IN THE SOUTH HALF OF SECTION 8, TOWNSHIP 7 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER OF SECTION 8, TOWNSHIP 7 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, BEING MARKED BY A BRASS CAP MONUMENT DESCRIBED IN CORNER PERPETUATION INST. NO. 691058; THENCE SOUTH 00°15'40" WEST, ALONG THE LATITUDINAL CENTERLINE OF SAID SECTION, A DISTANCE OF 1090.41 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SOUTH 5TH AVE., SAID POINT BEING THE POINT OF BEGINNING;

THENCE NORTH 47°27'41" WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 424.24; THENCE SOUTH 42°32'19" WEST, A DISTANCE OF 605.40 FEET TO A POINT ON THE NORTHEASTERLY BOUNDARY LINE OF A PARCEL OF LAND DESCRIBED IN DEED INST. NO. 20419278;

THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE NORTHEASTERLY BOUNDARY LINE OF SAID PARCEL FOR THE NEXT TWO (2) COURSES;

1) SOUTH 56°01'32" EAST A DISTANCE OF 138.17 FEET;

2) SOUTH 47°25'51" EAST A DISTANCE OF 419.51 FEET TO A POINT ON THE NORTHWESTERLY BOUNDARY LINE OF A PARCEL DESCRIBED IN DEED INST. NO. 98018314;

THENCE NORTH 42°32'19" EAST, ALONG SAID NORTHWESTERLY BOUNDARY LINE OF SAID PARCEL, A DISTANCE OF 585.05 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SOUTH 5TH AVE.;

THENCE NORTH 47°27'41" WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 131.90 FEET TO THE POINT OF BEGINNING.

Work: To provide sufficient time for South End LLC to perfect Water Rights so they can be transferred to the City of Pocatello.

The Sellers additionally agree that this undertaking is additional to and not in lieu of any other covenants or warranties. Sellers agree to pay for all labor and material necessary for completion of said work and the work is to be finished and completed free and clear of all liens, encumbrances, or unpaid obligations resulting from completion of said work.

Purchasers certify that they have personally inspected the dwelling situated upon the above property and find that it and other improvements are satisfactory except as to the improvements described above.

Date: July 15, 2010

There is to be deposited with Escrow Holder **\$80,000.00** in one of its Trust Accounts.

Escrow Holder shall have no liability for the solvency of the institution in which funds are deposited nor for the availability of funds on a certain date.

Obligation on the part of the Escrow Holder to release said funds will be subject to approval and written confirmation by FHA, VA, or Lender, as required by terms and conditions of loan (if any).

The improvements/repairs or conditions will be completed by **October 15, 2010**. After completion, Escrow Holder will be given **written confirmation** from **City of Pocatello** as to completion of work and instructions to release funds. The Escrow Holder is instructed to disburse funds as follows:

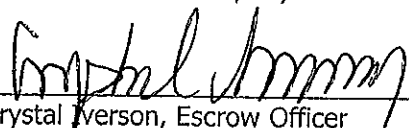
Funds are to be released to South End LLC upon written authorization from the City of Pocatello. Such authorization will come when the Water Rights have been perfected by South End LLC. In the event that these Water Rights cannot be perfected, the funds will be distributed back to City of Pocatello.

Escrow Holder shall not be obligated to make any inspections and shall not be in any manner liable or responsible for the sufficiency, quality, or workmanship of the repairs made, and shall not be liable for any loss that may occur for any reason except its gross negligence or willful misconduct.

In the event of any dispute developing between the parties which results in conflicting written instructions, or if Escrow Holder has not received written instructions to disburse from purchaser and lender, if applicable, by the agreed completion date, the Escrow Holder is authorized and directed, after 10 days from the agreed completion date, to disburse without any prior notice after first deducting its fees, remaining funds held by its check payable jointly to purchasers and seller, and deliver the check to **the courts**. Upon delivery Escrow Holder will be released from any liability with respect to the disbursement.

If a controversy arises among the parties or with any third person resulting in the necessity for the Escrow Holder to retain, in its subjective discretion, counsel or if an action is initiated wherein Escrow Holder must defend the costs and attorney's fees, shall be the joint and several obligation of the parties. Escrow Holder has a lien upon and may deduct its attorney's fees and costs from the deposit prior to disbursal.

First American Title Company

By: 
Crystal Iverson, Escrow Officer

Date: July 15, 2010

SELLER(S):

South End LLC

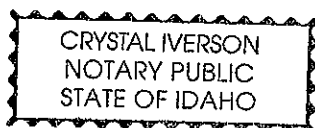
By: Steve Vigliaturo, Member_____
By: Gary Chisum, Member**BUYER(S):**

City of Pocatello

By: Brian Blad, Mayor

STATE OF Idaho)
SS.
COUNTY OF Bannock)

On this 16th day of July, 2010, before me, a Notary Public in and for said State, personally appeared **Brian Blad**, known or identified to me, to be the **Mayor** of the City of Pocatello that executed the instrument or the person who executed the instrument on behalf of the City of Pocatello, and acknowledged to me that such city executed the same.



Notary Public of Idaho
Residing at: Pocatello, ID
Commission Expires: 4/23/16

STATE OF Idaho)
SS.
COUNTY OF Bannock)

On this _____ day of July, 2010, before me, a Notary Public in and for said State, personally appeared **Steve Vigliaturo and Gary Chisum**, known or identified to me to be the person whose name is subscribed to the within Instrument as one of the Managers/Members of the **South End LLC**, which is known or identified to me to be the entity whose name is subscribed to the within instrument and acknowledged to me that they executed the same in said Limited Liability Company's name.

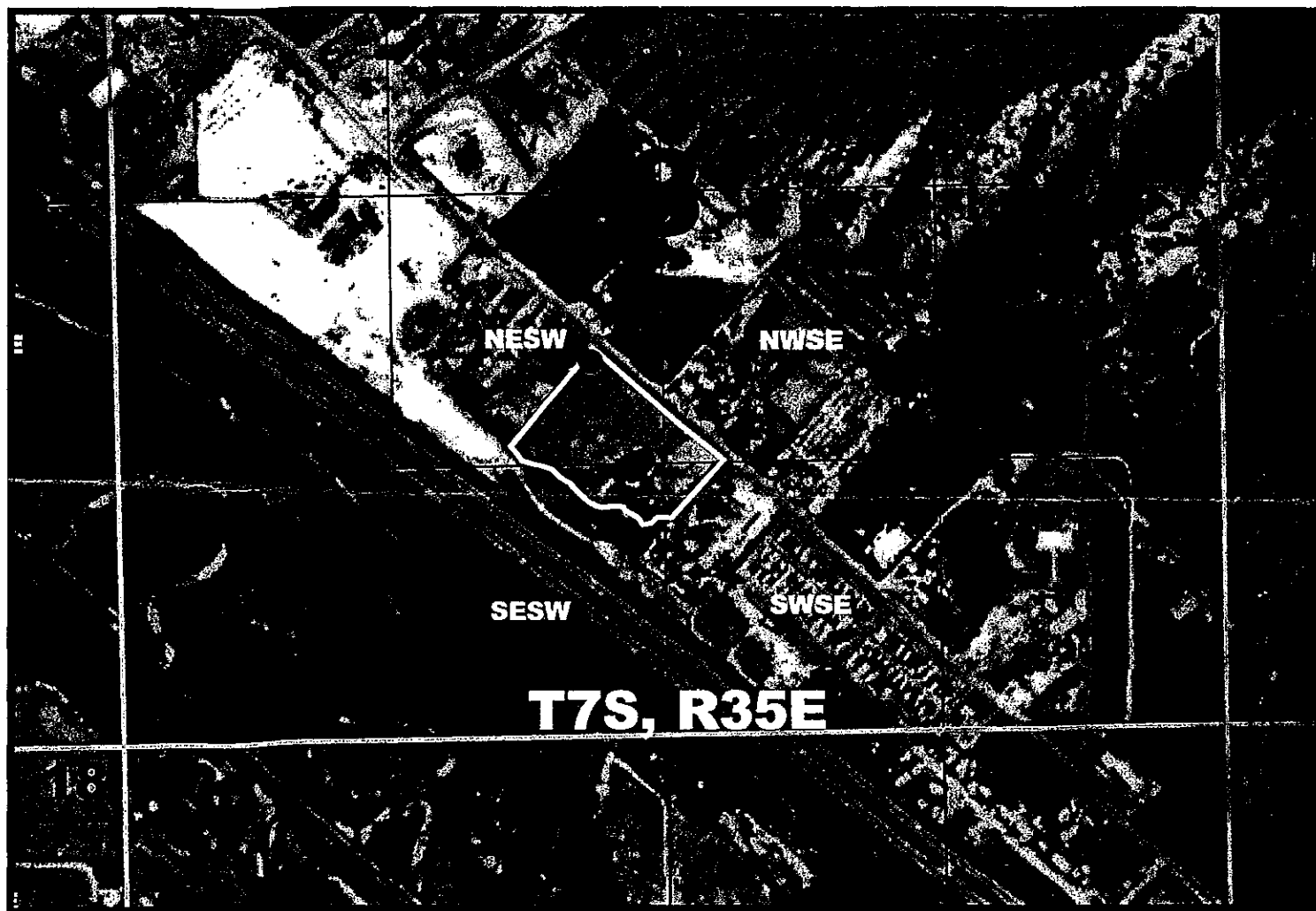
Notary Public of Idaho
Residing at: _____
Commission Expires: _____



STATE OF IDAHO

Department of Water Resources
Eastern Region

Water Right(s): 29-02367



Total Irrigated Acres: 10.0

● Point(s) of Diversion

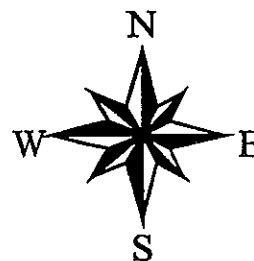
Place of Use



Quarter Quarter Lines



Section Lines



GIS Place of Use Illustration
1987/1988 NAPP Photography
Prepared by: C. Saxton
Date: December 2001

IDAHO DEPARTMENT OF WATER RESOURCES
PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

02/18/2003

RIGHT NUMBER: 29-2367
NAME AND ADDRESS: DEANNA S CONE
4245 N OLD HWY 91
POCATELLO ID 83204

CARMA B SMITH
5137 W PORTNEUF RD
INKOM ID 83245

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 0.200 CFS
40.60 AFY

PRIORITY DATE: 06/22/1955

POINT OF DIVERSION:
T07S R35E S8 NWNESE Within BANNOCK County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
DOMESTIC	01/01 12/31	0.040 CFS
IRRIGATION	04/01 10/31	0.60 AFY
		0.200 CFS
		40.00 AFY

PLACE OF USE: IRRIGATION Within BANNOCK County

<u>T07S R35E S08</u>	NESW	6.0	<u>T07S R35E S08</u>	SESW	2.4
<u>T07S R35E S08</u>	NWSE	0.7	<u>T07S R35E S08</u>	SWSE	0.9
<u>DOMESTIC Within BANNOCK County</u>					
<u>T07S R35E S08</u>	SESW				

10 ACRES TOTAL

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS
NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE
EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE
ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER
THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6),
IDAHO CODE.

EXPLANATORY MATERIAL: BASIS OF CLAIM - License
PARCEL #: R4013005902