

DEV

RECEIVED
NOV 02 2003
Department of Water Resources
Eastern Region

**STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP**

Please print or type. Attach pages with additional information. Instructions are included at the end of this form. Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case IDWR will produce new water right number(s) for the split(s).

Water Right No(s)	Adjudication Claim No(s)	Split(s)	Water Right No(s)	Adjudication Claim No(s)	Split(s)
we 32-2114					
wh 32-7074					

2. The following **REQUIRED** information must be submitted with this form:

A. The appropriate **FILING FEE**. See instructions for fee amounts.

B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.

C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are on file with the county Planning and Zoning or Recorder's Office).

OR

D. If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency or equivalent **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former Owner/Claimant(s)

WILLIAM H. ROUNDY

2528 NORTH 665 EAST

MONTEVIEW, ID 83435

4. New Owner/Claimant(s)

L2 LIMITED PARTNERSHIP

L3 LIMITED PARTNERSHIP

Name Connector (Check one): [] and, [] or, [] and/or

29441 NORTH 800 EAST

New Mailing Address

City, State and ZIP Code

MONTEVIEW, IDAHO 83435

New Telephone Number

(208) 604-0501

Email:

5. Date you acquired the property _____
6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in line 1, then skip this line and go to line 7. If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (you may copy this page, if necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right will not be split, skip this area and proceed to line 7)		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

7. Signature(s) of New Owner(s) or Claimant(s) Wayne Newman, Lewis Tuleman
E. Louise Newman (title if applicable)
E. Louise Newman (title if applicable)

IT IS IMPORTANT TO FILE THIS COMPLETED FORM AT THE APPROPRIATE IDWR OFFICE, WITH PAYMENT OF THE FILING FEE AND THE OWNERSHIP DOCUMENT(S), AS REFERRED TO IN LINE 2.

For IDWR Office Use Only:

Received by BMIL
 Received by BMIL
 Processed by _____ AJ

Date 11/2/09
 Date 11/2/09
 Date _____

Receipt Amt. \$100
 Receipt No. 1035436
 WR _____ Date _____

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
110 N. Clark Street/PO Box 405
Rigby, ID 83442

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: **312952-RI (ss)**

Date: **October 22, 2009**

For Value Received, **William Heber Roundy, Trustee of the William Heber Roundy Revocable Living Trust**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **L2 Limited Partnership, an Idaho Limited Partnership and L3 Limited Partnership, an Idaho Limited Partnership**, as to an undivided interest, hereinafter called the Grantee, whose current address is 2943 N 900 E, Montevideo ID 83435, the following described premises, situated in Jefferson County, Idaho, to-wit:

TOWNSHIP 8 NORTH, RANGE 33 EAST OF THE BOISE MERIDIAN, JEFFERSON COUNTY, IDAHO.

SECTION 9: W 1/2

EXCEPTING THEREFROM: BEGINNING AT THE SW CORNER OF SAID SECTION 9 AND RUNNING THENCE N. 00°37" E. 180 FEET; THENCE S. 89°37" E. 175 FEET; THENCE S. 00°37" W. 180 FEET; THENCE N. 89°37" W. 175 FEET TO THE POINT OF BEGINNING.

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.

Date: 10/22/2009

Warranty Deed
- continued

File No.: 312952-RI (ss)

William Heber Roundy, Trustee of the William
Heber Roundy Revocable Living Trust

William Heber Roundy, TrusteeSTATE OF Idaho)
ss.

COUNTY OF Jefferson)

On this ~~Twenty-second~~ ^{23rd} day of October, 2009, before me, a Notary Public in and for said State, personally appeared **William Heber Roundy**, known or identified to me to be the person(s) whose name(s) is subscribed to the within instrument as Trustee of the **William Heber Roundy Revocable Living Trust** Trust, and acknowledged to me that he executed the same as such Trustee.



Notary Public of Idaho
Residing at: Idaho Falls, ID
Commission Expires: 1-3-15

ESTIMATED TAXES FOR 2009 AND CODE AREA 030000
BASED ON VALUE OF \$116,152

10/22/2009

Parcel # RP08N33E092400
 ROUNDY WILLIAM HEBER RE
 2528 N 665 E
 4/23 10NTEVIEW ID 83435-0000
 P. 4/23
 Property Address
 547 E 2800 N
 ID 83435-0000

NO. 511

Code Area	District Number	Levy Amount	Description	Phone	Estimated Tax
030000	20	.003904262	JEFF COUNTY	(208) 745-7756	453.49
030000	221	.002603569	SCHOOL DISTRICT #253	(208) 663-4542	302.41
030000	400	.000218955	ROAD & BRIDGE	(208) 745-9224	25.43
030000	560	.000097889	WEST JEFF CEMTY	(208) 663-4653	11.37
030000	610	.000481052	WEST JEFF FIRE	(208) 663-4633	55.88
030000	700	.000396490	JEFFERSON LIBRARY	(208) 754-9988	46.05
030000	740	.000154369	WEST JEFF AMBL	(208) 657-2369	17.93
030000	760	.000720404	CNTY WIDE MOSQ ABAT	(208) 589-7780	83.68

Total Levy Amount .006576990

Total Estimated Tax Amount 996.24
 BASED ON MOST CURRENT CERTIFIED LEVIES

seller charge 816.10 ←
buyer charge 180.14 ←
2009

[Signature]
D.E.Y.
10/14/09

**First American Title Company****TAX AGREEMENT**Date: **October 22, 2009**File No.: **312952-RI (ss)**Property: **Bare Land, , ID**

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 Jefferson 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.

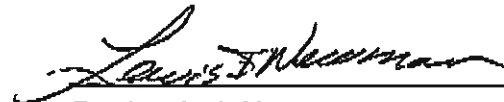
Further, Buyer and Seller herein agrees to hold First American Title Company harmless from any loss, liability, or responsibility in the event the prorated tax figures are based on a Homeowner's Tax Exemption, (I.C. 63-105DD), do or do not apply for the year in which the sale occurs. It is agreed that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

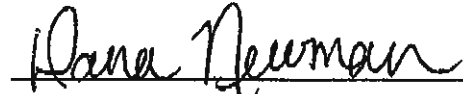
2009 Real Property Tax(es) for Parcel No. RP08N33E092400**Tax Amount \$2009 taxes pro-rated and paid to Jefferson County Treasurer using 2009 estimated tax from Jefferson County Treasurer**Dated: 22nd day of October, 20 09

William Heber Roundy, Trustee of the William
Heber Roundy Revocable Living Trust


William Heber Roundy, Trustee

L2 Limited Partnership, an Idaho Limited
Partnership


By: Lewis J. Newman, General Partner


By: Dana Newman, General Partner

L3 Limited Partnership, an Idaho Limited
Partnership


By: L. LaVar Newman, General Partner


By: E. Louise Newman, General Partner


By: Lane L. Newman, General Partner

**First American Title Company****CLOSING ESCROW INSTRUCTIONS
PURCHASE**Escrow No.: **312952-RI**Officer: **Shaney Swanson**Date: **October 22, 2009**

Buyer: L2 Limited Partnership, an Idaho Limited Partnership and L3 Limited Partnership, an Idaho limited partnership, as to an undivided interest

To: First American Title Company, 110 N. Clark Street/PO Box 405, Rigby, ID 83442

I/We hereby agree to purchase the hereinafter property as described in Schedule A of Commitment No. **312952-RI** situated in **Jefferson County, Idaho** for a total consideration of **\$1,096,000.00** and will on or before closing hand you said consideration, which is payable as follows:

Earnest Money Deposit **\$109,600**
Balance of Sales Price in the amount of **\$986,400**
(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:

William Heber Roundy, Trustee of the William Heber Roundy Revocable Living Trust

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

OWNERS EAGLE **\$n/a**OWNERS STANDARD **\$1,096,000**LENDERS STANDARD **\$715,000**on the property described on attached Order No.: **312952-RI**LENDERS EAGLE **\$n/a**OWNERS EXTENDED **\$n/a**LENDERS EXTENDED **\$n/a**

Showing title vested in: **L2 Limited Partnership, an Idaho Limited Partnership and L3 Limited Partnership, an Idaho Limited Partnership, as to an undivided interest**

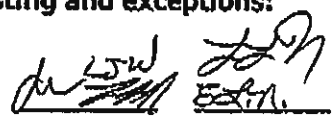
Subject to:

1. Paragraphs **1-10** of Schedule 'B' of Owner's Commitment for Title Insurance Order No. **312952-RI**, dated **September 10, 2009**, Revision No. **First**, a copy of which is attached hereto.

2. Additional documents creating exceptions that will be recorded at the time of closing:

New Mortgage in favor of Rabo AgriFinance, Inc.

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: 

Seller(s) and Buyer(s) hereby acknowledge that all contingencies and conditions on the Buy/Sell Agreement dated June 16, 2009 and addendums dated none, have been either satisfied or negotiated outside of this escrow.

Seller initials: W. R. R.

Buyer initials: W. R. R. E. L. N.

PRORATE AND/OR ADJUST THE FOLLOWING AS OF 10/27/2009
-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: ☒ Real Property 2009 taxes pro-rated using estimate from Jefferson County Treasurer for 2009 tax amount ☐ 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)
6. Other

Seller initials: W. R. R.

Buyer initials: W. R. R. E. L. N.

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: W. R. R.

Buyer initials: W. R. R. E. L. N.

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: W. R. R.

Buyer initials: W. R. R. E. L. N.

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

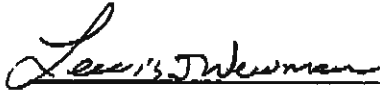
Both Seller and Buyer hereby agree to hold First American Title Company harmless from all liability due to the financial status or insolvency of any other party, or any misrepresentation made by any other party and any loss or impairment of funds that have been deposited in escrow that are in the course 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.

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

Dated: October 22, 2009

BUYER(S):

L2 Limited Partnership, an Idaho Limited Partnership



By: Lewis J. Newman, General Partner

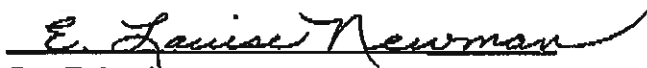


By: Dana Newman, General Partner

L3 Limited Partnership, an Idaho Limited Partnership



By: L. LaVar Newman, General Partner



By: E. Louise Newman, General Partner



By: Lane L. Newman, General Partner

Address:

2743 N 800 E
Monterey ID 83405

SELLER(S): William Heber Roundy Revocable Living

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.

William Heber Roundy, Trustee of the William
Heber Roundy Revocable Living Trust



William Heber Roundy, Trustee

Address:

2528 N 16th E
MONTICELLO ID 83435

**State of Idaho****DEPARTMENT OF WATER RESOURCES**

Eastern Region, 900 North Skyline Drive, Suite A • Idaho Falls, Idaho 83402-1718
Phone: (208) 525-7161 • Fax: (208) 525-7177 • Web Site: www.idwr.idaho.gov

C. L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Interim Director

November 2, 2009

L2 LIMITED PARTNERSHIP
L3 LIMITED PARTNERSHIP
29441 NORTH 800 EAST
MONTEVIEW ID 83435

3 pages to
this fax
from: Shanley 745-8715

RE: Change in Ownership for Water Right No. 32-2114 & 32-7074

Dear Water Right Claimant:

The Department of Water Resources acknowledges receipt of your Notice of Change in Water Right Ownership.

Our review of your notice indicates that additional information is required before we can process the change. The information required is indicated below:

XXX Evidence of Water Right Ownership: copy of RECORDED WARRANTY DEED.

Because the Department cannot process the ownership change without proper documentation and fees, we will hold any action on your notice pending receipt of the necessary information or fees. If we do not receive the necessary information or fees within 30 days we will return your notice and all attachments and your notice will not be processed.

Please note that Section 42-248, Idaho Code, requires you or the owner of this water right to maintain current ownership and address records on file with the department. Forms to file a change of ownership of a water right and/or a change in the address of the water right owner are available from any department office, or at the department's website at: www.idwr.idaho.gov.

Please feel free to contact the Department if you have any questions.

Sincerely,

Bobby Kern

Bobby Kern
Office Specialist II

Enclosure(s)

faxed
11.5.09

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
110 N. Clark Street/PO Box 405
Rigby, ID 83442

Instrument # 380495
RIGBY, JEFFERSON, IDAHO
2009-10-27 11:12:53 AM No. of Pages: 2
Recorded for: FIRST AMERICAN TITLE - RI
CHRISTINE BOULTER Fee: 6.00
Ex-Officio Recorder Deputy LKinghorn
Index To: WARRANTY DEED
Electronically Recorded by Simplifile

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: **312952-RI (ss)**

Date: **October 22, 2009**

For Value Received, **William Heber Roundy, Trustee of the William Heber Roundy Revocable Living Trust**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **L2 Limited Partnership, an Idaho Limited Partnership and L3 Limited Partnership, an Idaho Limited Partnership**, as to an undivided interest, hereinafter called the Grantee, whose current address is 2943 N 900 E, Montevideo ID 83435, the following described premises, situated in **Jefferson County, Idaho**, to-wit:

TOWNSHIP 8 NORTH, RANGE 33 EAST OF THE BOISE MERIDIAN, JEFFERSON COUNTY, IDAHO.

SECTION 9: W 1/2

EXCEPTING THEREFROM: BEGINNING AT THE SW CORNER OF SAID SECTION 9 AND RUNNING THENCE N. 00°37' E. 180 FEET; THENCE S. 89°37' E. 175 FEET; THENCE S. 00°37' W. 180 FEET; THENCE N. 89°37' W. 175 FEET TO THE POINT OF BEGINNING.

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.

Date: 10/22/2009

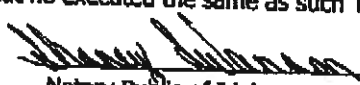
Warranty Deed
- continued

File No.: 312952-RI (ss)

William Heber Roundy, Trustee of the William
Heber Roundy Revocable Living Trust

William Heber Roundy, TrusteeSTATE OF Idaho)
COUNTY OF Jefferson)
at third

On this ~~Twenty-second~~ day of October, 2009, before me, a Notary Public in and for said State, personally appeared **William Heber Roundy**, known or identified to me to be the person(s) whose name(s) is subscribed to the within instrument as Trustee of the **William Heber Roundy Revocable Living Trust** Trust, and acknowledged to me that he executed the same as such Trustee.



Notary Public of Idaho
Residing at: Idaho Falls, ID
Commission Expires: 1-3-15