



State of Idaho

DEPARTMENT OF WATER RESOURCES

15 West Center Street, Soda Springs, ID 83276

Phone: (208) 547-3993 Fax: (208) 547-3939 Web Site: www.idwr.state.id.us

Larry A. Grimmer
224 South 550 West
Blackfoot, Idaho 83221

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

January 14, 2004

Re: Snake River Basin Adjudication (SRBA)
Claim 27-25A

Subject: CHANGE IN OWNERSHIP

Response Date: January 30, 2004

COPY

Dear Mr. Grimmer,

We received the copy of your Notice of Change in Water Right Ownership form 42-248/42-1409(6) from our Eastern Region Office in Idaho Falls.

The signature inadvertently got left off, so I'm returning it to you for your signature. Please sign the back, and return it to my office. Sorry for the inconvenience.

Respectfully,

Cindy E. Bird

CEB/pb

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.

RECEIVED
APR 21 2003
Department of Water Resources
Eastern Region

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, if the change in ownership is limited to a portion of a water right in which case division of the existing water right or adjudication claim record will be required.

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
	27-25A				

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 usually attached to your deed or on file with the county).

OR

If your water right(s) and/or adjudication claim(s) are for ten or more acres of irrigation, you must submit a **USDA Farm Service Agency 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**.

Name and Address of Former
Owner/Claimant(s)

Violet Hill

725 W River-ton Rd, Blackfoot, Id,
83221

New Owner/Claimant(s)

Larry A Grimmett

Name Connector (Check one): ☐ and, ☐ or, ☐ and/or

New Mailing Address

224 So 550W

City, State and ZIP Code

Blackfoot Id. 83221

New Telephone Number

208 785-7730

5. Date you acquired the property

Sept. 16 - 1992

RECEIVED
JAN 20 2004
By _____

If the change in ownership affects the entire water right for each water right or adjudication claim number listed in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 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 (one water right per box, you may copy this page as 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(s) will not be split, skip this area and proceed to item 7)

Water Right and/or Adjudication Claim Number _____

Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	

DESCRIPTION OF YOUR PORTION OF WATER RIGHT
(If the right(s) will not be split, skip this area and proceed to item 7)

Water Right and/or Adjudication Claim Number _____

Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	

Signature of New Owner(s) or Claimant(s) Larry A. Summit
(include title if applicable) _____

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.

For Office Use Only

Received by _____	Date _____	Fee _____
Received by _____	Date _____	Receipt No. _____
Processed by _____ AJ	Date _____	WR _____ Date _____

THIS DEED OF TRUST, Made this 16TH day of SEPTEMBER, 1992,
BETWEEN LARRY GRIMMETT and JUANITA JONES, both single persons herein called GRANTOR,
whose address is: 224 S. 550 W. BLACKFOOT, ID, 83221
FIRST AMERICAN TITLE COMPANY, an Idaho corporation, herein called TRUSTEE, and
VIOLET HILL herein called BENEFICIARY, WITNESSETH:
That Grantor does hereby irrevocably GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEE IN TRUST, WITH POWER OF
SALE, that property in the County of Bingham, State of Idaho, described as follows and containing not more than twenty acres:

9-16-1992

A portion of the SE1/4NW1/4 of Section 18, Township 3 South, Range 35 E.B.M., Bingham
County, Idaho, described as:

Beginning at a point on the W. line of a County Road that is S. 0°20' E. 1346 feet and N. 89°40'
W. 25 feet from the N1/4 corner of said Section 18, and running thence N. 89°40' W. parallel to
the N. line of said Section 18, 1291.7 feet, thence S. 0°20' E. 319 feet, thence N. 89°43'30" E.
1316.6 feet, thence N. 0°20' W. 203 feet to the Southwesterly line of a County Road, thence N.
14°04' W. along said line 105.3 feet to the point of beginning.

**** FINAL PAYMENT SHALL BE DUE IN FULL WITHIN SIX MONTHS FROM THE DATE OF DEATH OF THE BENEFICIARY OR
THE SCHEDULED DUE DATE OF SEPTEMBER 17, 2007 WHICH EVER ACCURS FIRST

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary
to collect and apply such rents, issues and profits, for the purpose of securing payment of the indebtedness evidenced by a promissory note, of even date herewith,
executed by Grantor in the sum of FIFTY THOUSAND & NO/100 Dollars (\$50,000.00),
final payment due SEPTEMBER 17, 2007 ***** and to secure payment of all such further sums as may hereafter be loaned or advanced by the Beneficiary herein
to the Grantor herein, or any or either of them, while record owner of present interest, for any purpose, and of any notes, drafts or other instruments representing such
further loans, advances or expenditures together with interest on all such sums at the rate therein provided. Provided, however, that the making of such further loans,
advances or expenditures shall be optional with the Beneficiary, and provided, further, that is the express intention of the parties to this Deed of Trust that it shall stand
as continuing security until paid for all such advances together with interest thereon.

THE FOLLOWING IS A COPY OF PROVISIONS 1 TO 6 INCLUSIVE OF PART A AND PROVISIONS 1 TO 9 INCLUSIVE OF PART B WHICH ARE
INCORPORATED BY REFERENCE IN THE DEED OF TRUST APPEARING ON THE REVERSE SIDE HEREOF

A. To protect the security of this Deed of Trust, Grantor agrees:

1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike
manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefore;
to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not commit,
suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of
said property may be reasonably necessary, the specific enumerations herein not excluding the general.
2. To provide, maintain and deliver to the Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or
other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary
the entire amount so collected or any part thereof may be released to Grantor. such application or release shall not cure or waive any default or notice of default
hereunder or invalidate any act done pursuant to such notice.
3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs
and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear.
4. To pay; at least ten days before delinquency all taxes and assessments affecting said property, when due, all encumbrances, charges and liens, with interest, on
said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust. In addition to the payments due in accordance
with the terms of the note hereby secured the Grantor shall at the option, and on demand of the Beneficiary, pay each month 1/12 of the estimated annual taxes,
assessments, insurance premiums, maintenance and other charges upon the property, nevertheless in trust for Grantor's use and benefit and for the payment by
Beneficiary of any such items when due, Grantor's failure so to pay shall constitute a default under this Trust.
5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, with interest from date of expenditure
at eight per cent per annum.
6. Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice
to or demand upon Grantor and without releasing Grantor from any obligation hereof, may: make or do the same in such manner and to such extent as either may
deem necessary to protect the security hereof. Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action
or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge
or closure, pay necessary expenses, employ counsel and pay his reasonable fees.

B. It is mutually agreed that:

1. Any award of damages in connection with any condemnation for public use or injury to said property or any part thereof is hereby assigned and shall be paid
to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of
fire or other insurance.
2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other
sums so secured or to declare default for failure so to pay.
3. At any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note
for endorsement and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey all or any part of
said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement
subordinating the lien or charge hereof.
4. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation
and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in any reconveyance executed under
this deed of trust of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or
persons legally entitled thereto."

13.2.3

5. As additional security, Grantor hereby gives to an Cupon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Grantor the right, prior to any default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

6. Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In the event of default, Beneficiary shall execute or cause the Trustee to execute a written notice of such default and of his election to cause to be sold the herein described property to satisfy the obligations hereof, and shall cause such notice to be recorded in the office of the recorder of each county wherein said real property or some part thereof is situated.

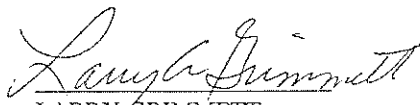
Notice of sale having been given as then required by law, and not less than the time then required by law having elapsed, Trustee, with demand on Grantor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty expressed or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Grantor, Trustee or Beneficiary, may purchase at such sale.

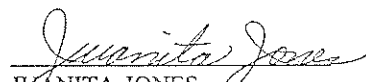
After deducting all costs, fees and expenses of the Trustees and of this Trust, including cost of evidence of title and reasonable counsel fees in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at eight per cent per annum; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

7. This Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby; or, if the note has been pledged, the pledgee thereof. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular includes the plural.

8. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Beneficiary or Trustee shall be a party unless brought by Trustee.

9. In the event of dissolution or resignation of the Trustee, the Beneficiary may substitute a trustee or trustees to execute the trust hereby created, and when any such substitution has been filed for record in the office of the Recorder of the county in which the property herein described is situated, it shall be conclusive evidence of the appointment of such trustee or trustees, and such new trustee or trustees shall succeed to all of the powers and duties of the trustee or trustees named herein. Request is hereby made that a copy of an Notice of Default and a copy of any Notice of Sale hereunder be mailed to the grantor at his address hereinbefore set forth.


LARRY GRIMMETT


JUANITA JONES

STATE OF IDAHO)

COUNTY OF BINGHAM)

On this _____ day of SEPTEMBER, 1992, before me the undersigned, a Notary Public in and for the said county and state, personally appeared LARRY GRIMMETT and JUANITA JONES, known or proved to me to be the persons who executed the foregoing instrument, and acknowledged to me that they executed the same.

Notary Public
Residing at: BLACKFOOT
My Commission Expires: 07-17-96

THE PROMISSORY NOTE OR NOTES, AND ANY EVIDENCES OF FURTHER AND/OR
ADDITIONAL ADVANCES MUST BE PRESENTED WITH THIS REQUEST

To FIRST AMERICAN TITLE COMPANY:

You are hereby authorized and requested to execute a reconveyance and deliver same to

The undersigned hereby certifies that the undersigned is the owner and holder of the debt mentioned in said deed of trust and that the same has never been assigned or transferred.

Date: _____

Address: _____

Telephone No.: _____

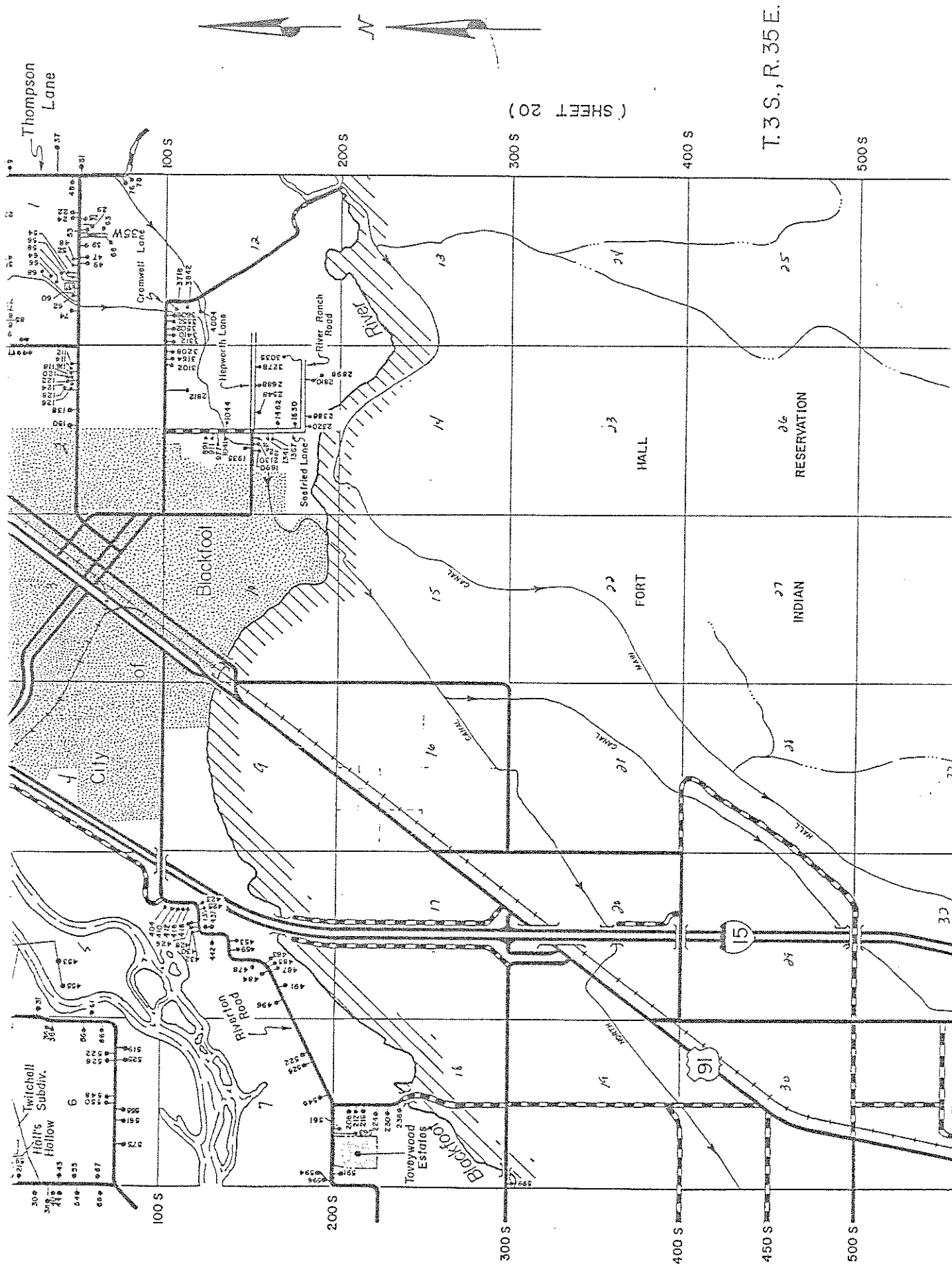
<u>Basin</u>	<u>Sequence</u>	<u>Suffix</u>	<u>Basis</u>	<u>Status</u>	<u>Priority Date</u>	<u>Rate(cfs)</u>	<u>Source</u>	<u>Water Use(s)</u>	<u>Owner(s)</u>	<u>Source Table</u>
27	25	A	Decreed	Active	1883-04-01	0.2	BLACKFOOT RIVER	IRRIGATION	HILL, VIOLET (Current)	wrAdjudicationClaim
27	25	B	Decreed	Active	1883-04-01	1.64	BLACKFOOT RIVER	IRRIGATION	STECKLEIN, LA VERELLE (Current)	wrAdjudicationClaim
27	25	C	Decreed	Active	1883-04-01	0.2	BLACKFOOT RIVER	IRRIGATION	WINTER, NORMAN (Current)	wrAdjudicationClaim
27	25		Decreed	Active	1883-04-01	2.12	BLACKFOOT RIVER	DOMESTIC, IRRIGATION	WARREN, EMILY (Current)	wrWaterRight



T3S

T3S
R35E

A27-00025A



(SHEET 20)

T.3 S., R.35 E.

(SHEET 18)

INCORPORATED UNDER LAWS OF

THE STATE OF IDAHO

No. 98

Shares 10

Riverton Dam Company

Capital Stock \$2,000

1,600 Shares

THIS CERTIFIES THAT

LARRY A GRIMMETT
TEN

is the owner of
Shares of the Capital Stock of

Riverton Dam Company

transferable only on the books of the Corporation by the holder hereof, in
person or by Attorney upon surrender of this Certificate properly endorsed.

In Witness Whereof, the said Corporation has caused this Certificate to be signed by its duly
authorized officers and to be sealed with the Seal of the Corporation
this 30 day of JUNE 1994

Merton El Dorado

Secretary

Robert Hoskins

President

RECEIPT
For Monies Paid
to the
IDAHO DEPARTMENT OF WATER RESOURCES

Receipt No: E006805

Date: 04/11/89
Time: 15:51:05

Received
From: HILL, VIOLET

Type of Payment	Program Acct Class	Amount
ADJUDICATION FEE	0410162 9337 6490	\$60.00
	Total	\$60.00

CHECK 159

WR/NO: A27-00025A

Idaho Department of Water Resources

Region: EASTERN

Signature: Carter L. Fritzsche