

ORIGINALSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCES**RECEIVED****NOV 18 2016**

Department of Water Resources

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. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, see #6 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
29-2494 <i>OK</i>	Yes ☒	Yes ☐		Yes ☐	Yes ☐
<i>question</i>	Yes ☐	Yes ☐		Yes ☐	Yes ☐
<i>legal</i>	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Maurice E. Grady
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): City of Pocatello, a municipal corporation of Idaho
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- PO Box 4169 (Attn: Water Dept.) Pocatello ID 83205
Mailing address City State ZIP
(208) 234-6174 jarmstrong@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: November 1, 2016
6. If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed IRS Form W-9 for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed Lessor Designation form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).
7. 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.
☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

8. Signature: [Signature] Mayor, City of Pocatello 11-10-16
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 JLB Date 11/18/2016 Receipt No. E042607 Receipt Amt. \$100.-
Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☐
Name on W-9 _____ Approved by JLB Processed by JLB Date 12/9/2016

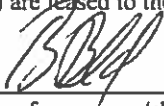
STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

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Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
29-2494	Yes ☒	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Maurice E. Grady
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): City of Pocatello, a municipal corporation of Idaho
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- | | | | |
|--|--------------------------------|-----------|--------------|
| <u>PO Box 4169 (Attn: Water Dept.)</u> | <u>Pocatello</u> | <u>ID</u> | <u>83205</u> |
| Mailing address | City | State | ZIP |
| <u>(208) 234-6174</u> | <u>jarmstrong@pocatello.us</u> | | |
| 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.
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 o \$25 per *undivided* water right.
 o \$100 per *split* water right.
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8. Signature:  Mayor, City of Pocatello 11-10-16
 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 _____ Date _____ Receipt No. _____ Receipt Amt. _____

Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☐

Name on W-9 _____ Approved by _____ Processed by _____ Date _____

WARRANTY DEED

Alliance Title & Escrow Corp. Order No.:330101

FOR VALUE RECEIVED

Jerie Grady, a widow

the grantor(s), do(es) hereby grant, bargain, sell and convey unto

City of Pocatello

whose current address is

**911 N 7th Avenue
Pocatello, ID 83201**



the grantee(s), the following described premises, in Bannock County, Idaho, TO WIT:

See attached Exhibit 'A'

Reserving unto Jerie Grady (Grantor) a life estate in Parcel 1 of the above-described premises. Grantor shall have the full use, control, income, and possession of Parcel 1 during Grantor's natural life. Grantor's life estate will expire prior to the end of Grantor's natural life if Grantor notifies Grantee in writing that Grantor has moved from the premises with no intent to return. Grantor's life estate is personal to Grantor and may not be transferred or conveyed to any other person or entity; however, this restriction shall not preclude Grantor from encumbering Parcel 1 during Grantor's life estate. Upon expiration of Grantor's life estate, Grantor's heirs shall have 60 days to remove Grantor's personal property from Parcel 1.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances Except: Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record.

And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Dated: November 1, 2016

Jerie Grady
Jerie Grady

State of Idaho } ss
County of Bannock }

On this 1 day of November, 2016, before me, L Jones, a Notary Public in and for said state, personally appeared Jerie Grady, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within Instrument and acknowledged to me that he/she/they executed 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.

L Jones
L Jones
Notary Public for the State of Idaho
Residing at: Pocatello
Commission Expires: 06-01-19

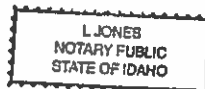


EXHIBIT "A"

330101

All that portion of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 8, Township 7 South, Range 35 East, Boise Meridian, Bannock County, Idaho, lying Westerly from the Lava Ledge, running through said land, also COMMENCING at the Northwest corner of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 8, Township 7 South, Range 35 East, Boise Meridian, running; Thence in an Easterly direction 1188 feet to the top or edge of Lava Bluff; Thence South $47^{\circ}30'$ East 1958 feet to the Southeast corner of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 8; Thence South to the Southeast corner of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 17, in said Township and Range; Thence West to the boundary of the right of way of Oregon Short Line Railroad right of way; Thence in a Northwesterly direction along the East line of said right of way to point on the West boundary line of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 8; Thence North to the PLACE OF BEGINNING.

Also described in record of Survey recorded September 27, 2005 as Instrument No. 20520726 described as follows:

Parcel 1:

A parcel of land located in the Northwest $\frac{1}{4}$ of Section 17 and the Southwest $\frac{1}{4}$ of Section 8, Township 7 South, Range 35 East, Boise Meridian, Bannock County, Idaho, described as follows:
 BEGINNING at the North $\frac{1}{4}$ corner of Section 17, being marked by a 2" aluminum cap stamped LS 977, see corner perpetuation Instrument No. 812362;
 Thence South $00^{\circ}34'12''$ West, along the meridional centerline of Section 17, a distance of 1318.53 feet, to the North $\frac{1}{16}$ on the meridional centerline;
 Thence South $89^{\circ}59'34''$ West, along the West $\frac{1}{16}$ line of Section 17, a distance of 90.00 feet;
 Thence North $00^{\circ}34'12''$ East a distance of 354.26 feet;
 Thence North $46^{\circ}45'16''$ West a distance of 1603.56 feet;
 Thence North $43^{\circ}14'44''$ East a distance of 685.43 feet, more or less, to the Lava Rim as described in Instrument No. 89015305;
 Thence along the said Lava Rim in approximately the following course, South $51^{\circ}32'56''$ East a distance of 1019.06 feet more or less to the POINT OF BEGINNING.

Parcel 2:

A parcel of land located in the Northwest $\frac{1}{4}$ of Section 17 and the Southwest $\frac{1}{4}$ of Section 8, Township 7 South, Range 35 East, Boise Meridian, Bannock County, Idaho, described as follows:
 COMMENCING at the North $\frac{1}{4}$ corner of Section 17, being marked by a 2" aluminum cap stamped LS 977, See corner perpetuation Instrument No. 812362;

Thence South 00°34'12" West, along the meridional centerline of Section 17, a distance of 1318.53 feet, to the North 1/16 on the meridional centerline;
 Thence South 89°59'34" West, along the West 1/16 line of Section 17, a distance of 90.00 feet;
 Thence North 00°34'12" East a distance of 80.00 feet, to the TRUE POINT OF BEGINNING.
 Thence South 89°59'34" West a distance of 444.89 feet;
 Thence North 46°45'16" West a distance of 2859.52 feet;
 Thence North 00°13'49" East a distance of 1392.10 feet, more or less, to the Lava Rim as described in Instrument No. 89015305;
 Thence following the said Lava rim in approximate direction for the next 4 courses;
 1) South 89°59'34" West a distance of 444.89 feet;
 2) South 33°07'12" East a distance of 338.58 feet
 3) South 47°40'36" East a distance of 614.46 feet;
 4) South 51°32'56" East a distance of 23.90 feet;
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Parcel 3:

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 Thence South 00°34'12" West a distance of 80.00 feet to the POINT OF BEGINNING.

SHARED WELL AGREEMENT

This Shared Well Agreement ("Agreement") is entered into between JERIE GRADY, 8502 West Hildreth, Pocatello, Idaho 83205 ("Grady"), and CITY OF POCATELLO, P.O. Box 4169, Pocatello, Idaho 83205-4169 ("Pocatello").

Pocatello owns the property in Bannock County, Idaho, described in Exhibit A hereto (the "Pocatello Property"). Grady owns a life estate (the "Grady Life Estate") in the portion of the Pocatello Property identified as Parcel 1. An existing groundwater well on Parcel 1 (the "Shared Well") serves as the point of diversion for Idaho water right no. 29-2494 (the "Water Right"), which supplies water to the Pocatello Property for irrigation, stockwater, and domestic purposes. It is the parties' intent that Grady have use of the Water Right for domestic purposes during the Grady Life Estate, and that Pocatello have use of the Water Right for all other purposes during the Grady Life Estate. Grady and Pocatello enter into this Agreement to define their joint use and maintenance of the Shared Well, and to provide Pocatello with the easement necessary to enable its use of the Shared Well.

Therefore, in consideration of the mutual covenants and promises set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grady's Use of the Water Right. Grady shall have ownership of and the exclusive right to use the Water Right for domestic purposes within Parcel 1 during the term of the Grady Life Estate. Upon termination of the Grady Life Estate, Pocatello shall have sole ownership of and the exclusive right to use the Water Right for all purposes.

2. Pocatello's Use of the Water Right. Pocatello shall have ownership of and the exclusive right to use the Water Right for irrigation and stockwater purposes within the Pocatello Property during and after the term of the Grady Life Estate.

3. Joint Ownership. The parties shall be joint owners of the Shared Well and related equipment used to divert and distribute water to both parties (collectively the "Shared Facilities"). Neither party will assign or transfer any right, title or interest in Shared Facilities without the written consent of the other, except that such consent shall not be required in connection with the sale of the Pocatello Property.

4. Expenses. The parties will share all expenses associated with the operation, maintenance, repair, and replacement of Shared Facilities in proportion to the amount of water they each divert from the Shared Well. Should Pocatello desire to divert water from the Shared Well during the term of the Grady Life Estate, Pocatello will at its expense install water meters to

accurately measure the amount of water diverted from the Shared Well by each party. Absent an emergency situation, neither party will incur any substantial expense to repair or replace Shared Facilities without the prior consent of the other.

5. Separate Facilities. Each party will remain the sole owner of and be independently responsible for the installation, construction, operation, maintenance, repair and replacement of water lines and other equipment used solely for the benefit of that party ("Separate Facilities").

6. Grant of Easement. Grady hereby grants an easement to Pocatello over, through, and under Parcel 1 of the Pocatello Property during the term of the Grady Life Estate for all purposes incident to this Agreement, including without limitation the right to access, construct, install, operate, maintain, repair, and replace Shared Facilities and Separate Facilities.

7. Termination. This Agreement may be terminated only by (a) written agreement of the parties, or (b) written notice by either party that it has elected to permanently cease use of the Shared Well. A party who elects to cease use of the Shared Well must at their expense promptly disconnect their Separate Facilities from the Shared Well and record a notice of termination of this Agreement in the public real property records of Bannock County, Idaho. Upon recording such notice, the other party will be the sole owner of the Shared Well and Shared Facilities and will be solely responsible for expenses incurred thereafter to operate, maintain, repair or replace the same.

8. Default. If either party fails to pay their share of expenses associated with operation and maintenance of the Shared Facilities, the other party may upon giving ten (10) days prior written notice to the non-paying party, record an affidavit setting forth the non-paying party's unpaid share of expenses, which shall thereupon be a lien upon the property of the non-paying party, foreclosable in the manner provided in the Idaho Code for foreclosure of liens.

9. Binding Effect. This Agreement shall run with the Pocatello Property and shall automatically pass to and be binding upon the successive owners thereof.

10. Recording. This Agreement may be recorded by either party in the Bannock County, Idaho, Recorder's Office to give notice hereof.

11. Legal Fees. If legal action is undertaken to enforce this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees and costs.

[End of Agreement; Signatures on Following Page]

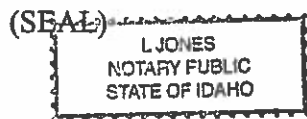
Jerie Grady Date: 11-1-16
 JERIE GRADY

CITY OF POCA TELLO

By: Brian Blad Date: 11-1-2016
 BRIAN BLAD, Mayor

STATE OF IDAHO)
 : SS
 County of Bannock)

On this 1st day of November, 2016, before me, the undersigned Notary Public in and for said State, personally appeared Jerie Grady, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

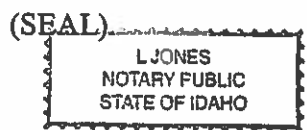


L. Jones
 NOTARY PUBLIC FOR IDAHO
 Residing at: _____
 My Commission expires: _____

RESIDES IN
 POCA TELLO
 EXPIRES 06-01-2019

STATE OF IDAHO)
 : SS
 County of Bannock)

On this 1st day of November, 2016, before me, the undersigned Notary Public in and for said State, personally appeared Brian Blad, known to me to be the Mayor of the City of Pocatello that executed the foregoing instrument, and acknowledged to me that such city executed the same.



L. Jones
 NOTARY PUBLIC FOR IDAHO
 Residing at: _____
 My Commission expires: _____

RESIDES IN
 POCA TELLO
 EXPIRES 06-01-2019

SHARED WELL AGREEMENT

EXHIBIT "A"

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Alliance Title - Pocatello Office

21615758 2016 Nov 01 PM 04:46:00
Electronically Recorded by Simplifile

WARRANTY DEED

Alliance Title & Escrow Corp. Order No.:330101

FOR VALUE RECEIVED

Jerie Grady, a widow

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City of Pocatello

whose current address is

**911 N 7th Avenue
Pocatello, ID 83201**



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And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Dated: November 1, 2016

Jerie Grady
Jerie Grady

State of Idaho } ss
County of Bannock }

On this 1 day of November, 2016, before me, L Jones, a Notary Public in and for said state, personally appeared Jerie Grady, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within Instrument and acknowledged to me that he/she/they executed 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.

L Jones
L Jones
Notary Public for the State of Idaho
Residing at: Pocatello
Commission Expires: 06-01-19

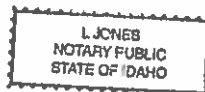


EXHIBIT "A"

330101

All that portion of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 8, Township 7 South, Range 35 East, Boise Meridian, Bannock County, Idaho, lying Westerly from the Lava Ledge, running through said land, also COMMENCING at the Northwest corner of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 8, Township 7 South, Range 35 East, Boise Meridian, running; Thence in an Easterly direction 1188 feet to the top or edge of Lava Bluff; Thence South $47^{\circ}30'$ East 1958 feet to the Southeast corner of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 8; Thence South to the Southeast corner of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 17, in said Township and Range; Thence West to the boundary of the right of way of Oregon Short Line Railroad right of way; Thence in a Northwesterly direction along the East line of said right of way to point on the West boundary line of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 8; Thence North to the PLACE OF BEGINNING.

Also described in record of Survey recorded September 27, 2005 as Instrument No. 20520726 described as follows:

Parcel 1:

A parcel of land located in the Northwest $\frac{1}{4}$ of Section 17 and the Southwest $\frac{1}{4}$ of Section 8, Township 7 South, Range 35 East, Boise Meridian, Bannock County, Idaho, described as follows:
 BEGINNING at the North $\frac{1}{4}$ corner of Section 17, being marked by a 2" aluminum cap stamped LS 977, see corner perpetuation Instrument No. 812362;
 Thence South $00^{\circ}34'12''$ West, along the meridional centerline of Section 17, a distance of 1318.53 feet, to the North $\frac{1}{16}$ on the meridional centerline;
 Thence South $89^{\circ}59'34''$ West, along the West $\frac{1}{16}$ line of Section 17, a distance of 90.00 feet;
 Thence North $00^{\circ}34'12''$ East a distance of 354.26 feet;
 Thence North $46^{\circ}45'16''$ West a distance of 1603.56 feet;
 Thence North $43^{\circ}14'44''$ East a distance of 685.43 feet, more or less, to the Lava Rim as described in Instrument No. 89015305;
 Thence along the said Lava Rim in approximately the following course, South $51^{\circ}32'56''$ East a distance of 1019.06 feet more or less to the POINT OF BEGINNING.

Parcel 2:

A parcel of land located in the Northwest $\frac{1}{4}$ of Section 17 and the Southwest $\frac{1}{4}$ of Section 8, Township 7 South, Range 35 East, Boise Meridian, Bannock County, Idaho, described as follows:
 COMMENCING at the North $\frac{1}{4}$ corner of Section 17, being marked by a 2" aluminum cap stamped LS 977, See corner perpetuation Instrument No. 812362;

Thence South 00°34'12" West, along the meridional centerline of Section 17, a distance of 1318.53 feet, to the North 1/16 on the meridional centerline;
Thence South 89°59'34" West, along the West 1/16 line of Section 17, a distance of 90.00 feet;
Thence North 00°34'12" East a distance of 80.00 feet, to the TRUE POINT OF BEGINNING.
Thence South 89°59'34" West a distance of 444.89 feet;
Thence North 46°45'16" West a distance of 2859.52 feet;
Thence North 00°13'49" East a distance of 1392.10 feet, more or less, to the Lava Rim as described in Instrument No. 89015305;
Thence following the said Lava rim in approximate direction for the next 4 courses;
1) South 89°59'34" West a distance of 444.89 feet;
2) South 33°07'12" East a distance of 338.58 feet;
3) South 47°40'36" East a distance of 614.46 feet;
4) South 51°32'56" East a distance of 23.90 feet;
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Thence South 46°45'16" East a distance of 1603.56 feet;
Thence South 00°34'12" West a distance of 274.26 feet to the POINT OF BEGINNING.

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A parcel of land located in the Northwest ¼ of Section 17 and the Southwest ¼ of Section 8, Township 7 South, Range 35 East, Boise Meridian, Bannock County, Idaho, described as follows:

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Thence continuing South 89°59'34" West, along the West 1/16 line of Section 17, a distance of 475.80 feet to the Union Pacific Railroad right of way;
Thence North 46°45'16" West, along said right of way, a distance of 2816.60 feet;
Thence North 00°13'49" East a distance of 109.41 feet;
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Alliance Title - Pocatello Office

21615757

2016 Nov 01 PM 04:46:00

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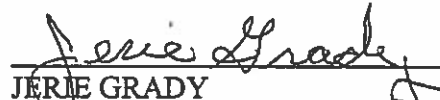
PERSONAL REPRESENTATIVE'S DEED

THIS DEED, made by Jerie Grady, as personal representative of the Estate of Maurice Grady, deceased ("Grantor"), to Jerie Grady ("Grantee"), whose current address is 8502 Hildreth Rd., Pocatello, Idaho 83204.

WHEREAS, Grantor is the qualified personal representative of said estate, filed as Case No. CV-2016-3795-IE in Bannock County, Idaho;

THEREFORE, for valuable consideration received, Grantor quitclaims, transfers, and conveys to Grantee a life estate in the real property in Bannock County, Idaho, described in Exhibit A attached hereto, with all appurtenances;

EXECUTED this 1st day of November, 2016.



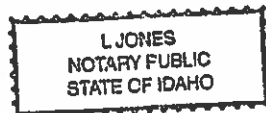
JERIE GRADY
Personal Representative of the Estate
of Maurice Grady, deceased.

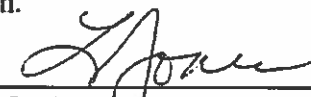
STATE OF IDAHO)
 : SS
County of Bannock)

On this 1st day of November, 2016, before me, the undersigned, a notary public in and for said state, personally appeared, JERIE GRADY, known or identified to me to be the person whose name is subscribed to the within instrument, as Personal Representative of the Estate of Maurice Grady, deceased, and acknowledged to me that she executed the same as such Personal Representative.

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

(SEAL)





NOTARY PUBLIC FOR IDAHO
Residing at:
My Commission Expires:

RESIDES IN
POCATELLO
EXPIRES 06-01-2019

EXHIBIT "A"

330101

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Alliance Title - Pocatello Office

21615756

2016 Nov 01 PM 04:46:00

Electronically Recorded by Simplifile

Nathan R. Palmer (ISB#: 9336)
RACINE, OLSON, NYE,
BUDGE & BAILEY, Chartered
P. O. Box 1391
Pocatello, Idaho 83204-1391
Telephone: (208) 232-6101
Fax: (208) 232-6109

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO IN AND FOR THE COUNTY OF BANNOCK

In the matter of the Estate of:

MAURICE GRADY,

Deceased.

Case No. CV-16-3795-IE

LETTERS TESTAMENTARY

1. JERIE GRADY was duly appointed and qualified as General Personal Representative of the estate of the above-named decedent on this day, by the Court with all authority pertaining thereto.

2. Administration of this estate is unsupervised.

These letters are issued to evidence the appointment, qualification, and authority of the said personal representative.

WITNESS, my signature and the Seal of this Court, this OCT 31 2016 day of October, 2016.

STATE OF IDAHO }
County of Bannock } ss.

[Signature]
MAGISTRATE JUDGE

I hereby certify that the foregoing is a full, true and correct copy of an instrument as the same now appears on file and of record in my office.
WITNESS my hand and official seal hereunto affixed

[Signature] day of October, 2016

CLERK OF THE DISTRICT COURT,
EX OFFICIO AUDITOR AND RECORDER

By Deputy [Signature]



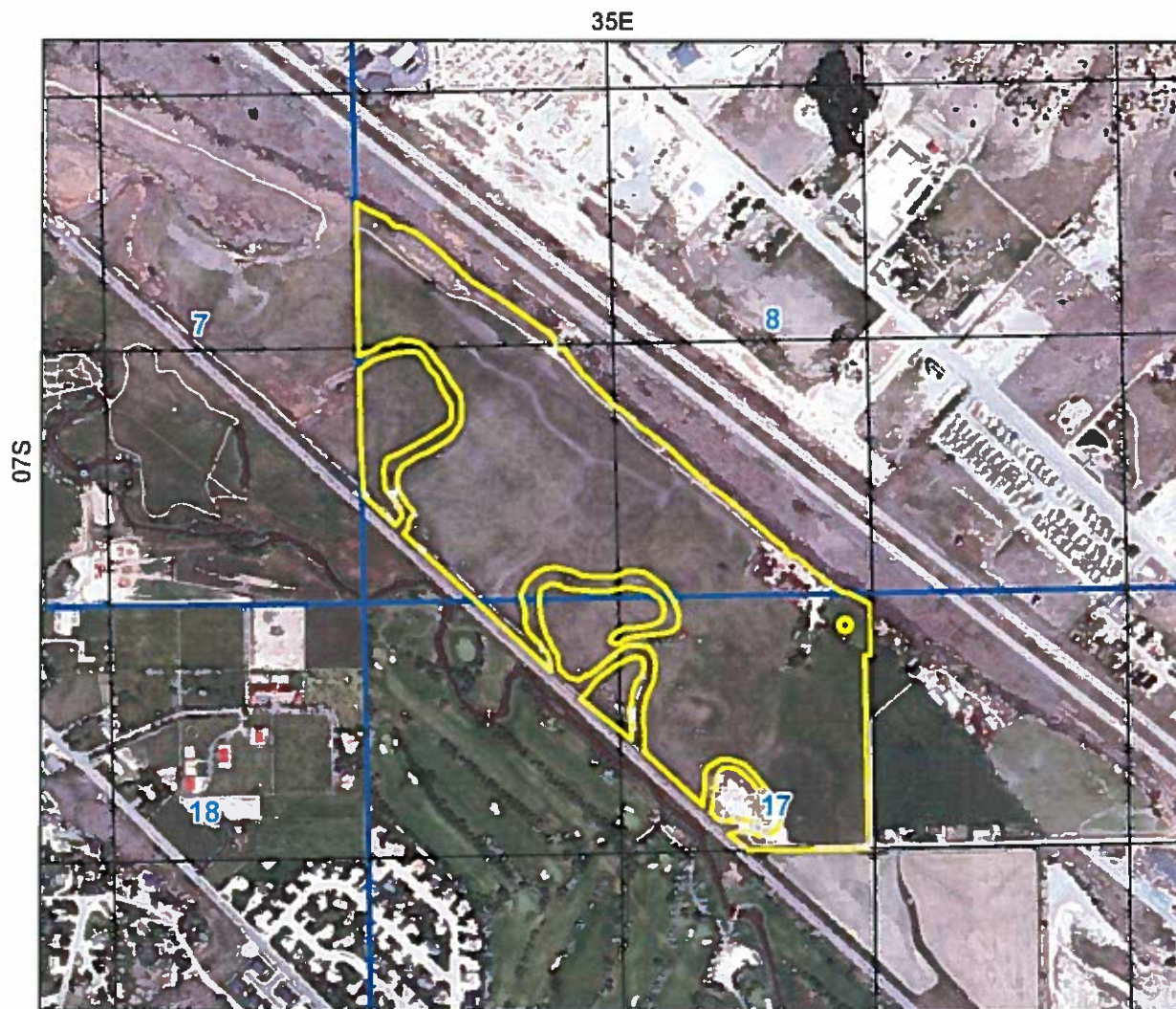
State of Idaho
Department of Water Resources

Water Right

29-2494

IRRIGATION

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.



-  Point of Diversion
-  Place Of Use Boundary
-  Townships
-  PLS Sections
-  Quarter Quarters

0 0.1 0.2 0.4 Miles





State of Idaho

DEPARTMENT OF WATER RESOURCES

900 N Skyline Dr., Ste A, Idaho Falls, Idaho 83402-1718

Phone: (208) 525-7161 FAX: (208) 525-7177 www.idwr.idaho.gov

December 9, 2016

C.L. "BUTCH" OTTER
Governor

City of Pocatello
PO Box 4169
Pocatello ID 83205

GARY SPACKMAN
Director

RE: Change of Ownership for Water Right No(s). 29-2494

Dear Water Right Holder(s):

The department acknowledges receipt of correspondence changing ownership of the above referenced water right(s) to you. The department has modified its records to reflect the change in ownership and has enclosed computer-generated reports for your records.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing an ownership change notice, the department does not review the history of water use to determine if the right has been deliberately abandoned or forfeited through five years or more of non-use. To read more about water right forfeiture, including how to protect a water right from forfeiture, please see Sections 42-222 and 42-223, Idaho Code.

Also, 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 this office if you have any questions regarding this matter.

Sincerely,

Jonie Barg
Technical Records Specialist

Enclosure(s)

cc: Water District 29D

Barg, Jonie

From: Barg, Jonie
Sent: Thursday, December 08, 2016 4:16 PM
To: Carlos, Rhea
Subject: Refund Request
Attachments: E042607.pdf

Rhea,

Good afternoon!!

I have a refund request as follows:

Receipt number: E042607
Amount: \$75.00
Payable to: City of Pocatello
Attn: Legal Department Tiffany Olsen
PO Box 4169
Pocatello ID 83205

Reason: Total filing fee received \$100.00 for an ownership change with a possible split. According to the application a split is not required therefore they are entitled to a \$75.00 refund.

Let me know if you need additional information.

Thank you so much for your time. Let me know if you have any questions.

Have a great day!!!

Jonie Barg

Jonie Barg
Technical Records Specialist
Idaho Department of Water Resources
900 N Skyline Ste A
Idaho Falls ID 83402
phone: (208) 525-7161
fax: (208) 525-7177
email: jonie.barg@idwr.idaho.gov

Nov. 16, 2016

Dear IDWR Representative -

On this water right (27-2474),
the Seller is maintaining a life
estate on the property & we entered
into a Shared Well Agreement. I
called the IDWR office who said this
constitutes a shared/split right &
therefore the fee would be \$100.⁰⁰.

The City Attorney believes it should
qualify as an undivided right
since the City purchased the entire
right. If you agree, please refund
the City \$75.⁰⁰

Thank you -

Tiffany



LEGAL DEPARTMENT

911 North 7th Avenue
P.O. Box 4169
Pocatello, Idaho 83205-4169
(208) 234-6149
Fax: (208) 239-6986
E-Mail: tolsen@pocatello.us

TIFFANY G. OLSEN
Paralegal
Assistant to City Attorney