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AUG 13 1998

STATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCES

Department of Water Resources NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

RECEIVED

AUG 11 1998

Department of Water Resources
Southern RegionPlease print or type. Attach pages with additional information. Instructions are on the back of this page.
Incomplete forms will be returned.

1. Water Right No(s): 36-10565
Adjudication Claim No(s): _____
2. The following REQUIRED information must be submitted with this form:
 - A. A copy of the most recent DEED, TITLE POLICY, CONTRACT OF SALE or other legal document indicating your ownership of the property and water rights or claims in question, WITH ATTACHED LEGAL DESCRIPTION.
AND
 - B. PLAT OF PROPERTY or SURVEY MAP for parcel of ten acres or less. (These are usually attached to your deed or on file with the county.)
OR
 - C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.
3. Name and Address of Former Owner/Claimant, RAY H. LINDAUER, ETHEL E. LINDAUER
P.O. Box 72
4. New Owner/Claimant(s) MENEDORA ID 83343
Name Connector (Check one): ☐ and, ☒ or, ☐ and/or
New Mailing Address DOUGLAS E. GRANT JR., LAUREL A. GRANT
City, State and ZIP Code 425 N. 10TH AVE. POCAHELLO, IDAHO 83201
New Telephone Number (208) 233-9110
5. Date you acquired the property DECEMBER 14TH 1989
6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages.
Number of acres you irrigate _____ Number and type of stock _____
Diversion rate in CFS _____ Number of homes 1 Other uses _____
If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.
7. Signature of New Owner or Claimant(s) Douglas E. Grant Jr.
Laurel A. Grant
(Corporations or other organizations must submit a list of directors and/or officers demonstrating authority to sign form.)
8. For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him or her for all matters related to your claims..

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JUL 14 2000

August 8, 1998

Attn.: Vikie Hancock
State of Idaho Department of Water Resources
1341 Fillmore St., Suite 200
Twin Falls, ID 83301-3380

RECEIVED

AUG 11 1998

Department of Water Resources
Southern Region

RE: Snake River Basin Adjudication
Claim Number: 36-10565
Change of Ownership Notification

Dear Vikie:

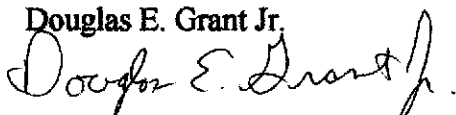
I recently received your letter showing the ownership of water right number 36-02684 had been changed according to the written request for change of ownership recently sent. Thank you for your assistance in this change.

Also received, was a profile for water right number 36-10565 for a domestic well located on the same property as the irrigation well. I have attached a Notice of Change of Water Right Ownership for water right number 36-10565 to this letter. All documentation in your file provided for water right 36-02684 will also apply to water right 36-10565, so no further documentation has been included with this notice. If you need further information or documentation, please notify me when possible.

Again, thank you for your assistance.

Sincerely,

Douglas E. Grant Jr.



MICROFILMED
JUL 14 2000

386113

SPECIAL POWER

FOR VALUE RECEIVED DUANE R. GRANT and LAURA GRANT, husband and wife, do hereby release, remise, grant, bargain, sell, convey and forever quitclaim unto DOUGLAS E. GRANT, JR. and LAUREL A. GRANT, husband and wife, whose present address is: Route # 4, Rupert, Idaho 82350, the following described premises, located in Minidoka County, Idaho, to-wit:

TOWNSHIP 7 SOUTH, RANGE 20 EAST, BOISE
MERIDIAN, MINIDOKA COUNTY, IDAHO

SECTION 28; E1

together with the following described personal property:

12 Hand Lines
Pump
200 H.P. G.S. Motor
50 H.P. Booster Pump

SUBJECT TO the Contract Sellers' interest
of Raymond H. Lindauer, Irene Sechrast, Elma
Yaney, Fred Lindauer and Dan Lindauer under a
Contract of Sale dated December 14, 1969.

together with their appurtenances.

DATED 25 day of February, 1991.

386113

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H. J. J. J. J.

MAR 21 3 52 PM '91

FEB 25 1991

Duane R. Grant
Duane R. Grant

Laura Grant
Laura Grant

STATE OF IDAHO

County of Minidoka

On 25 day of February, 1991, before me, a Notary
Public in and for said State personally appeared Duane R. Grant
and Laura Grant known to me to be the persons whose names are
subscribed to the within instrument and acknowledged to me that
they executed the same.

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

(SEAL)

Notary Public
MICROFILMED
Notary Public
Rupert, Idaho
My Commission Expires: 3-31-92

JUL 14 2000

CONTRACT OF SALE

KNOW ALL MEN BY THESE PRESENTS, That this Agreement made and entered into this 14th day of December, 1989, by and between RAYMOND H. LINDAUER, IRENE SECHRIST, ELMA YANEY, FRED LINDAUER and DAN LINDAUER, hereinafter known as the Sellers, and DUANE R. GRANT and LAURA GRANT, husband and wife, and DOUGLAS E. GRANT, JR. and LAUREL A. GRANT, husband and wife, hereinafter known as the Purchasers, WITNESSETH:

That the sellers, in consideration of the covenants and agreements to be kept by the buyers, hereinafter contained, agree to sell and convey unto the buyers, and the buyers agree to buy all that certain lot and parcel of land situated in Minidoka County, bounded and described as follows, to-wit:

TOWNSHIP 7 SOUTH, RANGE 25 EAST, BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO.

Section 28: E1/2

together with the following described personal property, to-wit:

12 Hand Lines

One and one-eighth mile Main Line 8"-10"

Pump

200 H.P. G.E. Motor

50 H.P. Booster Pump

It is agreed that the sellers will deliver to the buyers a Bill of Sale for the above personal property and the buyers agree that in the event they should transfer any of the above personal property they will maintain an irrigation system of equal or better value of that replaced.

Buyers agree to accept the pump and irrigation system as is and further agree that they have inspected said pump and irrigation system and are not relying on any representation of the sellers or their agents concerning said personal property. The buyers agree to pay to the sellers for the above described real and personal property with the appurtenances thereunto belonging, the sum of ONE HUNDRED NINETY THOUSAND DOLLARS, (\$190,000.00), lawful money of the United State of America, and the buyers, in consideration of the premises, agree to pay to the sellers, the said sum of \$190,000.00 in payments as follows, to wit:

CONTRACT OF SALE

MICROFILMED

JUL 14 2000

At the time of signing the contract, the buyers will deposit TWO THOUSAND DOLLARS (\$2,000.00) in earnest money which will be non-refundable and will be deducted from the down payment of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00). The balance of the down payment, \$23,000.00, will be paid on or before the 30th day of November, 1989.

The balance of the purchase price the sum of \$165,000.00 will be paid in annual installments of \$18,178.05 per annum (10%) interest commencing on January 1, 1990, and a like annual installment of \$18,178.05 shall be payable on the 1st day of January of each and every year thereafter until the full unpaid purchase price and interest shall have been fully paid. The final payment due on January 1, 2015.

Prepayment can be made at the option of the buyers, but will be limited to \$41,250.00 in any one year.

The buyers have the option at any time during the twenty five (25) years of this contract to miss one payment and add it to the end of the contract period. However, if the option to miss a payment is taken, the interest for that payment is still due and payable in the year the payment is missed.

It is understood that the property has a valid water right and that the papers have been filed for the adjudication process in Idaho.

Simultaneously with the execution of this Agreement the sellers shall execute a deed to the above described premises, furnish a purchasers' policy of title insurance which, upon approval by the buyers, shall constitute a waiver of sellers obligation to show marketable title, which said deed and title insurance, together with a copy of this Agreement, shall be placed in escrow with Land Title and Escrow, Inc., Rupert, Idaho, to be finally delivered under the terms of the escrow agreement to the buyers upon compliance with the terms of this Agreement as herein set forth.

The sellers agree to pay all assessments and taxes levied on said property for the year 1989, the buyers agree to assume and pay all taxes and all other assessments on said property for the year 1990, and subsequent years, which said amount and amounts the buyers promise to pay promptly when due and payable.

CONTRACT OF SALE

MICROFILMED

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1989 14 2000

It is further stipulated and agreed that the closing costs and escrow fees shall be paid one-half by the sellers and one-half by the buyers.

Time is the essence of this Agreement and should the buyers fail, neglect or refuse to pay said installments of purchase price together with the interest thereon at the time and times when the same shall be due and payable, or should they fail, neglect or refuse to pay the taxes, operation and maintenance charges or assessments at the time when the same shall be due and payable; or should they fail, neglect or refuse to keep or perform each or any of the covenants or agreements herein contained for buyers to keep or perform then and in either event the sellers shall cause to be given to the buyers a thirty days written notice advising them of such default, which said notice shall be given by certified mail at the last known address of the buyers, and upon the failure of the buyers placing said Agreement in good standing within said thirty days, then and in that event the sellers may elect to declare this Agreement forfeited, whereupon all right of the buyers to complete said purchase or to remain in possession of said premises shall immediately terminate.

The buyers shall be entitled to possession of said premises when the earnest money has been deposited and shall be entitled to remain in possession so long as the terms of this Agreement are complied with, but failure to comply with the same shall, at the option of the sellers, terminate the right to possession and the buyers shall surrender possession of said land and all improvements thereon to the sellers, and any money paid by the buyers by virtue of the Agreement shall be retained and shall remain the property of the sellers as liquidated damages.

This Agreement shall be binding on the parties hereto, their and each of their heirs, assigns and legal representatives.

Irene Sechrist

By Raymond H. Lindauer
Raymond H. Lindauer
Attorney-in-Fact

Elma Yaney

By: Raymond H. Lindauer
Raymond H. Lindauer
Attorney-in-Fact

Fred Lindauer
Fred Lindauer

By: Raymond H. Lindauer
Raymond H. Lindauer
Attorney-in-Fact

Dan Lindauer
Dan Lindauer

BY: Raymond Lindauer
Raymond Lindauer
Attorney-in-Fact

STATE OF IDAHO)
) SS.
County of Minidoka)

On this 14th day of December, 1989, before me, the undersigned, a Notary Public in and for said State, personally appeared Raymond H. Lindauer, known or identified to me to be the person whose name is subscribed to the within instrument, as the Attorney-in-Fact of Irene Sechrst, Elma Yaney, Fred Lindauer and Dan Lindauer, and acknowledged to me that Raymond H. Lindauer subscribed the names of Irene Sechrst, Elma Yaney, Fred Lindauer and Dan Lindauer thereto as principal, and his own name as Attorney-in-Fact.

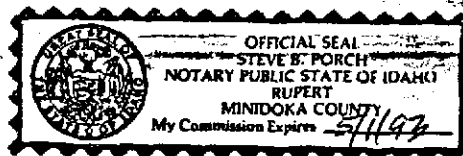
(SEAL)

Steve B. Paul
Notary Public for Idaho
Residing at Rupert, Idaho
My Commission Expires: 5/1/93

CONTRACT OF SALE

- 4 -

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JUN 14 2000

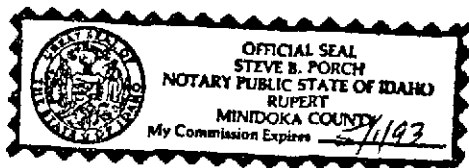


STATE OF IDAHO)
)
County of Minidoka.)

On this 14th day of December, 1989, before me, the undersigned, a Notary Public in and for said State, personally appeared Raymond H. Lindauer, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he 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.

(SEAL)



Steve B. Porch

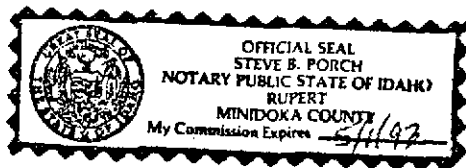
Notary Public for Idaho
Residing at Rupert, Idaho
My Commission Expires: 5/1/93

STATE OF IDAHO)
)
County of Minidoka.)

On this 14th day of December, 1989, before me, the undersigned, a Notary Public in and for said State, personally appeared Duane R. Grant, Laura Grant, Douglas E. Grant, Jr. and Laurel A. Grant, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they 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.

(SEAL)



Steve B. Porch

Notary Public for Idaho
Residing at Rupert, Idaho
My Commission Expires: 5/1/93

CONTRACT OF SALE

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1991 14 2000

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that on this 14th day of December, 1989, RAYMOND H. LINDAUER, IRENE SECHRIST, ELMA YANEY, FRED LINDAUER and DAN LINDAUER, of Minidoka, County of Minidoka, State of Idaho, the parties of the first part, for the sum of ONE AND NO/100 DOLLARS (\$1.00) and other valuable consideration, to them in hand paid by DUANE R. GRANT and LAURA GRANT, husband and wife and DOUGLAS E. GRANT, JR., and LAUREL A. GRANT, husband and wife, of Rupert, County of Minidoka, State of Idaho, the parties of the second part, the receipt whereof is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey unto the said parties of the second part, their executors, administrators and assigns:

12 Hand Lines

One and one-eighth mile Main Line 8"-10"
Pump

200 H.P. G.E. Motor

50 H.P. Booster Pump

To have and to hold the same to the said parties of the second part, their executors, administrators and assigns, forever; and the said parties of the first part do for their heirs, executors and administrators, covenant and agree to and with the said parties of the second part, their executors, administrators or assigns to WARRANT and DEFEND the sale of said property, goods and chattels hereby made, unto the said parties of the second part, their executors, administrators and assigns against all and every person and persons whomsoever, lawfully claiming or to claim the same.

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

In Re SRBA)
Case No. 39576)
_____)

PARTIAL DECREE PURSUANT TO
I.R.C.P. 54(b) FOR
Water Right 36-10565

NAME & ADDRESS: RAY H LINDAUER
ETHEL E LINDAUER
PO BOX 72
MINIDOKA ID 83343

SOURCE: GROUNDWATER

QUANTITY: 0.04 CFS

THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000
GALLONS PER DAY.

PRIORITY DATE: 01/01/1909

POINT OF DIVERSION: T07S R25E S28 NENENE Within MINIDOKA County

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	DOMESTIC 1 HOME	01-01 12-31	0.04 CFS

PLACE OF USE: DOMESTIC Within MINIDOKA County
T07S R25E S28 NENE

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

THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A
DETERMINATION OF HISTORICAL BENEFICIAL USE.

DATED: NOV 15 1996


DANIEL C. HURLBUTT
PRESIDING JUDGE
Snake River Basin Adjudication

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RULE 54(b) CERTIFICATE

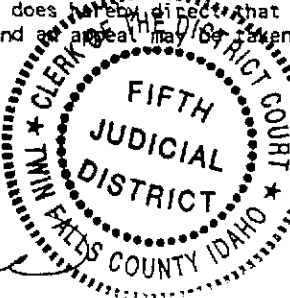
With respect to the issues determined by the above judgment or order, it is hereby CERTIFIED, in accordance with Rule 54(b), I.R.C.P., that the court has determined that there is no just reason for delay of the entry of a final judgment and that the court has and does hereby direct that the above judgment 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.

State of Idaho

County of Twin Falls ss.

I hereby certify the foregoing to be a full,
true and correct copy of the original on
file in the above entitled action.

ROBERT S. FORT
CLERK OF THE DISTRICT COURT



DATED: NOV 15 1996


DANIEL C. HURLBUTT,
PRESIDING JUDGE
Snake River Basin Adjudication

PARTIAL DECREE PURSUANT TO I.R.C.P. 54(b)
Water DEPUTY CLERK

PAGE 1
OCT-28-1996

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JUN 14 2000



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, P.O. Box 83720, Boise, Idaho 83720-0098

Phone: (208) 327-7900 FAX: (208) 327-7866

April 23, 1999

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

DOUGLAS E GRANT JR
LAUREL A GRANT
425 N 10TH AVENUE
POCATELLO ID 83201

RE: Decreed Water Right 36-10565

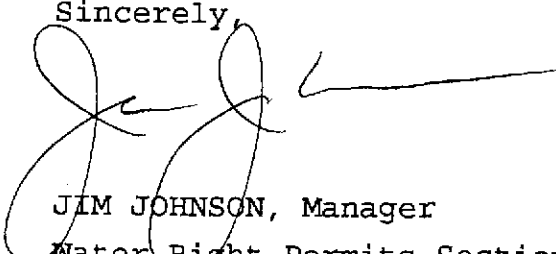
Dear Mr. & Mrs. Grant:

The Department is in receipt of the correspondence changing the ownership of the above referenced decreed water right to you. We have modified our records to reflect this change in ownership and a computer generated report is enclosed.

Just a reminder, because of a law that went into effect July 1, 1996, all water right owners are required to report change of address or ownership to the department within 120 days of the change. Failure to report these changes could result in a \$100 late filing fee to the water right owner. If you have other water rights that haven't had the ownership updated please contact the department as soon as possible.

If you have any questions regarding this matter, please feel free to contact me at (208) 327-7947.

Sincerely,



JIM JOHNSON, Manager

Water Right Permits Section

JJ:klt

Enclosure

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JUL 14 2000



State of Idaho

DEPARTMENT OF WATER RESOURCES

1341 Fillmore Street, Suite 200, Twin Falls, ID 83301-3380

Phone: (208) 736-3033 FAX: (208) 736-3037

July 29, 1998

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

Douglas Grant, Jr and Laurel A. Grant
425 North 10th Ave.
Pocatello, Idaho 83201

RE: Snake River Basin Adjudication (SRBA)
Claim Number(s): 36-02684
Change of Ownership Notification

Dear Claimant(s):

Thank you for your prompt reply and additional information regarding property with the above referenced Snake River Basin Adjudication claim, our records have been changed, accordingly. **The enclosed copies are for your records**, please review these documents for accuracy in all respects. If you have any questions, please contact me at this office.

In addition, please find enclosed a profile report for claim number 36-10565 for a domestic well which matches the description given in your request for information. If you wish to change ownership on the domestic well, return the enclosed form to my attention, and I will be glad to update the records of that claim also. I will keep your documentation of ownership for section 28 E ½ at my desk, awaiting your reply.

Sincerely,

Vikie Hancock
Water Resource Agent

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1998 JUL 31 4 26PM