

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APR 24 2023

Department of Water Resources
Eastern Region

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column. 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 #7 of the instructions. **DE ✓**

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
27-7356	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: LaVar Grover and Boyd Grover
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Estate of LaVar Grover
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or
c/o Gerald Grover, 3469 Francesca Ln. Idaho Falls ID 83402
Mailing address City State Zip
702-332-4772 glgrover1eng@gmail.com
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: March 1, 2023
6. Do you own the land identified as the water right place of use? Yes ☒ No ☐
o If no, attach evidence that written notice of the change of water right ownership has been delivered to the landowner of record.
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):
o \$25 per *undivided* water right.
o \$100 per *split* water right.
o 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: Robert L. Harris Attorney April 21, 2023
Signature of new owner/claimant Title, if applicable Date
Robert L. Harris
Print name

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

For IDWR Office Use Only:
Received by JB Date 4/24/2023 Receipt No. E049124 Receipt Amt. \$25.-
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 _____

12/21/2023 Refund Requested / Returned Unprocessed

State of Idaho
Department of Water Resources

WATER RIGHT LICENSE

WATER RIGHT NO. 27-07356

Priority: May 31, 1983

Maximum Diversion Rate:

0.42 CFS

This is to certify, that LA VAR GROVER
BOYD GROVER

667 E 1275 N
SHELLEY ID 83274

has complied with the terms and conditions of the permit, issued pursuant to Application for Permit dated May 31, 1983; and has submitted Proof of Beneficial Use on February 25, 1991. An examination indicates that the works have a diversion capacity of 0.420 cfs of water from a GROUNDWATER source, and a water right has been established as follows:

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>RATE OF DIVERSION</u>	<u>ANNUAL VOLUME</u>
IRRIGATION	04/01 to 10/31	0.42 CFS	
COMMERCIAL	01/01 to 12/31	0.02 CFS	
DOMESTIC	01/01 to 12/31	0.08 CFS	
	Totals	0.42 CFS	

LOCATION OF POINT(S) OF DIVERSION:

NWSE, Sec. 31, Township 01N, Range 37E
BINGHAM County

PLACE OF USE: IRRIGATION

TWN RGE SEC

01N 37E 31

Lot 6 (NESE)

ACRES

4

ACRES

NWSE 23

<u>ACRES</u>	<u>TOTAL</u>
SWSE 2	29

Total number of acres irrigated:

29

PLACE OF USE: COMMERCIAL

TWN RGE SEC

01N 37E 31

NWSE

PLACE OF USE:

DOMESTIC, same as COMMERCIAL use

CONDITIONS OF APPROVAL AND REMARKS

1. This water right is appurtenant to the described place of use.
2. This right is subject to all prior water rights and may be forfeited by five years of non-use.
3. Modifications to or variance from this license must be made within the limits of Section 42-222, Idaho Code, or the applicable Idaho law.
4. The use of water under this right shall not give rise to any claim against the holder of a senior water right based upon the theories of forfeiture, abandonment, adverse possession, waiver, equitable estoppel, estoppel by laches or customary preference.

MICROFILMED

MAY 20 1997

State of Idaho
Department of Water Resources**WATER RIGHT LICENSE**

WATER RIGHT NO. 27-07356

CONDITIONS OF APPROVAL AND REMARKS

5. The Director retains jurisdiction of the right to incorporate the use into a water district, require streamflow augmentation or other action needed to protect prior surface water and groundwater rights.
6. This right when combined with all other rights shall provide no more than 4.0 afa per acre for the lands above.
7. The right holder shall use the full allotment of appurtenant surface water rights in conjunction with groundwater diverted under this right and shall only divert groundwater under this right when water from the appurtenant surface water rights cannot be delivered to the right holder.
8. This right shall not be used if the surface water right(s) appurtenant to the place of use is sold, transferred, leased or used on any other place of use.
9. This right when combined with all other rights shall provide no more than .02 cfs per acre nor exceed a combined annual diversion volume of 116.0 af for the irrigation of lands above.
10. Commercial use is for an office building and is limited to a total annual diversion volume of 0.6 af.
11. Domestic use is for 3 homes and is limited to a total annual diversion volume of 3.6 af.

This license is issued pursuant to the provisions of Section 42-219, Idaho Code.
Witness the seal and signature of the Director, affixed at Boise, this 21st
day of APRIL, 1997.

Acting for

KARL J. DREHER, Director

MICROFILMED

MAY 20 1997

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Robert L. Harris, Esq.
Holden, Kidwell, Hahn & Crapo, PLLC
PO Box 50130
Idaho Falls, ID 83405-0130

Instrument # 753472

BINGHAM COUNTY

4-6-2023 11:19:57 AM No. of Pages: 4

Recorded for : 60819 HOLDEN, KIDWELL, HAHN & CR
PAMELA W. ECKHARDT Fee: 15.00

Ex-Officio Recorder Deputy

(Space Above for Recorder's Use)

QUITCLAIM DEED FOR WATER RIGHT

THIS INDENTURE is made this 1st day of March, 2023, between **The Estate of Boyd Grover**, referred to herein as the "GRANTOR" and **The Estate of LaVar Grover**, whose mailing address is c/o Gerald Grover, 3469 Francesca Ln., Idaho Falls, Idaho 83402, referred to herein as the "GRANTEE".

WITNESSETH, that the GRANTOR, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) lawful money of the United States of America and other good and valuable consideration to GRANTOR, in hand paid by the GRANTEE, the receipt whereof is hereby acknowledged, does by these presents remise, release, and forever QUITCLAIM unto the GRANTEE, and to GRANTEE's successors and assigns forever, all right, title and interest now owned or hereafter acquired by the Grantor of **Water Right No. 27-7356**, which is described on the Water Right Report obtained from the Idaho Department of Water Resources attached hereto as Exhibit 1.

TOGETHER, with the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, and any reversions, remainders, or rents, issues and profits therefrom.

TO HAVE AND TO HOLD the said water rights unto the GRANTEE, and to GRANTEE's successors and assigns forever.

In construing this Quitclaim Deed and where the context so requires, the singular includes the plural.

[SIGNATURE AND NOTARY BLOCK ON FOLLOWING PAGE]

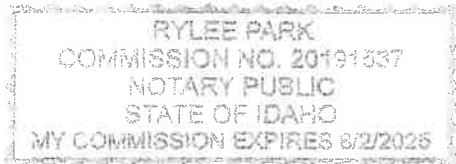
"GRANTOR"

THE ESTATE OF BOYD GROVER


By: Dennis Grover
Its: Personal Representative

STATE OF IDAHO)
)ss.
County of Bingham)

This record was acknowledged before me on the 1st day of March, 2023,
by Dennis Grover as the Personal Representative of The Estate of Boyd Grover.



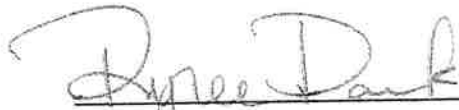

Notary Public for Idaho
My Commission Expires: 8/2/2025

EXHIBIT 1

8/17/22, 3:11 PM

WaterRightReport - External Search

Water Right Report : 27-7356(License/Active)

Water Right Owners

Owner Type	Name	Address	City	State	Postal Code
Current Owner	GROVER, LA VAR	671 E 1275 N	SHELLEY	ID	83274
Current Owner	GROVER, BOYD	673 E 1275 N	SHELLEY	ID	83274

Water Right Status

Priority Date : 5/31/1983
Basis : License
Status : Active

Water Source

Source	Source Qualifier	Tributary	Tributary Qualifier
GROUND WATER			

Points Of Diversion (Location)

Source	Township	Range	Section	Govt. Lot	QQQ	QQ	Q	County	Diversion Type
GROUND WATER	01N	37E	31	0				NW SE BINGHAM	

Water Uses

Beneficial Use	From	To	Diversion Rate	Volume
IRRIGATION	4/01	10/31	0.42 CFS	
COMMERCIAL	1/01	12/31	0.02 CFS	
DOMESTIC	1/01	12/31	0.08 CFS	
TOTAL			0.52 CFS	

Places of Use

Place of Use Legal Description : IRRIGATION (BINGHAM county)

Township	Range	Section	Lot	QQQ	QQ	Q	Acres
01N	37E	31	6		NE	SE	4
01N	37E	31			NW	SE	23
01N	37E	31			SW	SE	2

Place of Use Legal Description : COMMERCIAL (BINGHAM county)

Township	Range	Section	Lot	QQQ	QQ	Q	Acres
01N	37E	31			NW	SE	

Irrigation Totals

Total Acres Acre Limit
29.00

Conditions

Code Conditions

<https://research.idwr.idaho.gov/apps/shared/WaterRightSearch/Reports/WaterRightReport?basin=2769&q=7356&suffix=>

1/2

- 065 The right holder shall use the full allotment of appurtenant surface water rights in conjunction with groundwater diverted under this right and shall only divert groundwater under this right when water from the appurtenant surface water rights cannot be delivered to the right holder.
- R26 This right when combined with all other rights shall provide no more than 4.0 af per acre for irrigation of the lands above.
- 079 This right shall not be used if the surface water right(s) appurtenant to the place of use is sold, transferred, leased or used on any other place of use.
- 049 The Director retains jurisdiction of the right to incorporate the use into a water district, require streamflow augmentation or other action needed to protect prior surface water and groundwater rights.
- 048 The use of water under this right shall not give rise to any claim against the holder of a senior water right based upon the theories of forfeiture, abandonment, adverse possession, waiver, equitable estoppel, estoppel by laches or customary preference.
- This right when combined with all other rights shall provide no more than .02 cfs per acre nor exceed a combined annual diversion volume of 116.0 af for the irrigation of lands above. Commercial use is for an office building and is limited to a total annual diversion volume of 0.6 af. Domestic use is for 3 homes and is limited to a total annual diversion volume of 3.6 af.

Dates

Licensed Date : 4/21/1997
 Decreed Date :
 Permit Proof Due Date : 3/1/1991
 Permit Proof Made Date : 2/25/1991
 Permit Approved Date : 2/15/1990
 Permit Moratorium Expiration Date :
 Enlargement Use Priority Date :
 Enlargement Statute Priority Date :
 Application Received Date: 5/31/1993
 Protest Deadline Date:

Other Information

State or Federal :
 Water District Number : 120
 Generic Max Rate Per Acre : 0
 Generic Max Volume Per Acre : 0
 Civil Case Number :
 Decree Plaintiff :
 Decree Defendant :
 Swan Falls Trust or Nontrust :
 Swan Falls Dismissed :
 DLE Act Number :
 Cury Act Number :
 Mitigation Plan: False

IDAHO DEPARTMENT OF WATER RESOURCES

8/17/2022

AMENDED DOMESTIC WELL AGREEMENT

424257

THIS AMENDING AGREEMENT is made and entered into as of the 29th day of March, 1994, by and between LaVar M. Grover, a married man, but dealing with his sole and separate property as to both the income and principal thereof, hereinafter termed "Lavar"; Boyd E. Grover, a married man, but dealing with his sole and separate property, hereinafter termed "Boyd"; LaVar M. Grover, not individually, but as trustee of the Doris Grover Testamentary Trust Unified Credit Shelter Portion ("Doris' Trust" herein); Boyd E. Grover, not individually, but as trustee of the Beth M. Grover Testamentary Trust, Credit Shelter Portion ("Beth's Trust" herein); and Grover Construction Co., Inc., an Idaho corporation (herein termed "Grover Corporation"),

WITNESSETH:

RECITALS:

1. On or about the 1st day of July, 1986, the parties hereto, or their predecessors in interest, executed a certain "Domestic Well Agreement" affecting property therein and herein described. It was recorded as Instrument No. 353798 on September 30, 1986, records of Bingham County, Idaho.

2. The parties hereto being either the original parties or the successors in interest of the original parties to the Domestic Well Agreement intend by this instrument to amend and supersede said Domestic Well Agreement by this instrument.

3. One of the tracts in the former agreement, namely "Tract B" (the 8.71 acre tract) will be divided into two parcels hereafter with each parcel having certain water and sewer rights running with said portions. Additionally, the parties will agree hereafter to allow some extra

sewer system on some of the original tracts, and additionally, on property lying east of Boyd's Tract "B" identified in the former agreement.

4. LaVar is the owner of a residential tract on which his former home is located in Bingham County, Idaho, described as follows, to-wit:

TRACT "A" (LaVar's Residence)

Beginning at a point that is North 1807.2 feet and North $51^{\circ}46'$ East 571.76 feet from the South Quarter corner of Section 31, Township 1 North, Range 37, E.B.M., and running thence South $88^{\circ}20'30''$ East 439.38 feet; thence North $1^{\circ}39'30''$ East 178.67 feet; thence North $84^{\circ}37'$ West 209.77 feet; thence South $51^{\circ}46'$ West 299.85 feet to the point of beginning, containing 1.399 acres more or less.

5. Doris' Trust is the owner of the following two tracts which were formerly tract "B" (the 8.71 acre tract) under the original Domestic Well Agreement:

TRACT "B" (the 4.16 acre Tract)

Part of the SE $1/4$ of Section 31, Township 1 North, Range 37, E.B.M., Bingham County, Idaho, described as:

Beginning at a point that is N $0^{\circ}16'59''$ East 1805.63 feet from the South $1/4$ corner of said Section 31, said $1/4$ corner being N $89^{\circ}49'00''$ W 2635.37 feet from the Southeast corner of said Section 31 and running thence N $52^{\circ}02'59''$ E 571.76 feet; thence S $88^{\circ}03'31''$ E 295.67 feet; thence S $1^{\circ}47'38''$ W 345.24 feet; thence N $89^{\circ}43'48''$ W 735.56 feet to the point of beginning.

TRACT "C" (the 4.55 acre Tract)

Beginning at a point that is North $0^{\circ}16'59''$ East 1532.76 feet from the S $1/4$ corner of said Section 31, said $1/4$ corner being N $89^{\circ}49'00''$ W 2635.37 feet from the SE corner of said Section 31; and running thence N $0^{\circ}16'59''$ E 272.87 feet; thence S $89^{\circ}43'48''$ E 735.56 feet; thence S $1^{\circ}47'38''$ W 268.64 feet; thence S $89^{\circ}55'48''$ W 728.59 feet to the point of beginning.

6. Boyd is the owner of a residential tract on which is located his home, which is described as follows:

TRACT "D"

Part of the Southeast quarter of Section 31, Township 1 North, Range 37, E.B.M., Bingham County, Idaho, described as:

Beginning at a point that is North 0°16'59" East 1805.63 feet and North 52°02'59" East 871.59 feet and South 84°20'07" East 407.38 feet from the South Quarter corner of said Section 31, said corner being North 89°49'00" West 2635.37 feet from the Southeast corner of said Section 31, and running thence South 84°20'07" East 319.70 feet; thence South 0°16'59" West 134.29 feet; thence South 48°27'33" West 20.66 feet; thence North 88°07'37" West 103.00 feet; thence North 1°56'21" East 12.00 feet; thence North 88°07'37" West 204.91 feet; thence North 1°56'21" East 157.58 feet to the point of beginning, containing 1.11 acres, more or less.

7. Beth's Trust owns a residential tract which is occupied by Boyd's father, said tract being located in the County of Bingham, State of Idaho, specifically described as follows:

TRACT "E"

Beginning at a point that is North 1807.2 feet and North 51°46' East 571.76 feet; and South 88°20'30" East 439.38 feet from the South Quarter corner of Section 31, Township 1 North, Range 37, E.B.M.; and running thence South 88°20'30" East 167.19 feet; thence North 1°39'30" East 167.79 feet; thence North 84°37' West 167.54 feet; thence South 1°39'30" West 178.67 feet to the point of beginning, containing 0.665 acres, more or less.

8. Beth's Trust owns some farmland (on which may be constructed some apartment units or condominiums) which is located east of Boyd's residence (Tract "D") above, described as:

TRACT "F"

Part of the SE 1/4 of Section 31, Township 1 North, Range 37, E.B.M., Bingham County, Idaho, described as:

Beginning at a point that is N 0°55'00" W 1006.68 feet from the SE corner of said Section 31, said corner being S 89°40'00" E 2635.37 feet from the S 1/4 corner of said Section 31, and running thence N 0°55'00" W 993.21 feet; thence S 89°54'00" W 378.50 feet; thence N 0°55'00" West 253.32 feet to a point on a curve on the S right-of-way line of Federal Aid Project No. R.S. 1874 (4); thence to the right along said curve 356.94 feet (Curve Data Delta = 10°29'19", Radius = 1949.86 feet) chord bears N 89°44'45" W 356.44 feet to the P.C. of a curve Station 123+61.45; thence N 84°30'06" W 379.17 feet along said right-of-way line; thence S 0°36'24" West 747.24 feet, leaving said right-of-way line; thence S 89°55'48" W 1471.56 feet; thence S 0°16'59" W 526.26 feet; thence S 89°49'00" E 2614.29 feet to the point of beginning.

9. Grover Corporation is the owner of two tracts of land adjoining the other tracts of land above described on which is located its shop and related facilities. This property is located in the County of Bingham, State of Idaho, and is specifically described as follows, to-wit:

"TRACT G"

Part of the Southeast Quarter of Section 31, Township 1 North, Range 37, E.B.M., described as follows:

Beginning at a point that is North 0°16'59" East 1805.63 feet and North 52°02'59" East 871.59 feet and South 84°20'07" East 377.32 feet from the South Quarter Corner of said Section 31, said corner being North 89°49'00" West 2635.37 feet from the Southeast corner of said Section 31 and running thence South 1°56'29" West 167.79 feet; thence North 88°03'31" West 310.90 feet; thence South 1°47'38" West 345.24 feet; thence South 89°54'58" East 702.48 feet; thence North 0°36'24" East 319.25 feet; thence North 88°07'37" West 149.76 feet; thence North 1°56'21" East 12.00 feet; thence North 88°07'37" West 204.91 feet; thence North 1°56'21" East 157.58 feet; thence North 84°20'07" West 30.06 feet to the point of beginning, containing 5.50 acres more or less.

TRACT "H"

Part of the Southeast Quarter of Section 31, Township 1 North, Range 37, E.B.M., Bingham County, Idaho, described as:

Beginning at a point that is N 0°16'59" E 1532.76 feet and N 89°55'48" E 728.59 feet from the South Quarter corner of said Section 31 said Quarter corner being N 89°49'00" West 2635.37 feet from the Southeast corner of said Section 31 and running thence N 1°46'24" E 268.64 feet thence S 89°54'58" E 702.48 feet; thence N 0°36'24" E 319.25 feet; thence N 88°07'37" W 46.76 feet; thence N 48°27'33" E 20.66 feet; thence N 0°16'59" E 152.64 feet to the South right-of-way line of Federal Aid Project No. R.S. 1874 (4); thence S 84°30'06" East 67.53 feet along said South line; thence S 0°36'24" W 747.24 feet; thence S 89°55'48" W 742.97 feet to the point of beginning, containing 5.05 acres more or less.

10. A survey plat depicting the location of the above tracts is attached and made a part hereof, for ease of reference.

11. All of the tracts (except Tract F) are currently being serviced by a domestic water well which is located on Tract A, along with a pump, water from the well, a mainline, and other appurtenances thereto (all of which components are collectively termed "water system").

12. Tracts A, Tract D, Tract E, and Tract G are currently serviced by a private sewage collection system installed by the respective owners heretofore, which system then drains into the City of Shelley, Idaho, sewer system. The sewer system has extra capacity for additional

connections which will be agreed to and established hereinafter. This private sewer system and all of its components shall hereinafter be termed the "sewer system."

13. It is the intent of this Amended Domestic Well Agreement to identify the rights and obligations of the parties relative to the said water and sewer systems as they pertain to their respective tracts of land.

NOW, THEREFORE, it is agreed:

I.

ALLOCATION OF WATER AND SEWER RIGHTS

A. Water shares or water rights in the water system are hereby agreed to, assigned, and allocated as follows:

1. Tract A one share, together with the right to sprinkle irrigate Tract B (but not to service a home or other use).
2. Tracts C and H the right to sprinkle irrigate said tracts utilizing the six-inch portable main line which traverses along the eastern boundary of Tract B for such purpose.
3. One share which may be utilized, in the discretion of LaVar, or in the event of his demise, by his successors and Grover Corporation for one personal residence or single business enterprise on either Tract C, G, or H.
4. Tract D one share.
5. Tract E one share.
6. Tract G one share
7. Tract F shall not be entitled to a water share inasmuch as the water system is inadequate to service the same.

A. "Water share" shall mean the right to service a single family residential unit or single business enterprise (such as Grover Corporation's headquarters) plus only such other rights (such as sprinkler irrigation rights) as herein specifically allocated.

B. Sewer connections to the main sewer system are hereby agreed to, assigned, and allocated as follows:

1. Tract A one sewer connection.
2. Tract B two sewer connections, for the purpose of connecting two single family personal residences or equivalent business entities.
3. Tract D one sewer connection
4. Tract E one sewer connection.
5. Tract F four sewer connections.
6. Tract G one sewer connection.
7. LaVar, or in the event of his demise, his successors, and Grover Corporation, shall have three additional sewer connections to service tracts C, G, and/or H in such locations as LaVar or his successors and Grover Corporation may from time to time determine.

A "sewer connection" shall mean the right and privilege to hook on one single family residence or one single business entity to the existing main sewer system.

C. It is agreed that all water and sewer lines shall be buried; and each party grants to the other parties hereto easements for all existing water and sewer lines and for future water and sewer lines as they may be installed from time to time, over and across the respective tracts identified hereinabove. Said future lines, however, shall be placed in locations which will not disturb any buildings, or other permanent edifices on the subject tracts, and in general, such easements shall traverse the shortest reasonable distance from a connecting point on the main

water or sewer system to the intended connection. These easements shall not only be for the traversing of the water and sewer lines, but shall also be of an adequate width to allow men and equipment, with materials, to come onto the easement area to repair, maintain, and replace the said water or sewer lines. The cost of installation, maintenance, repair, and replacement of all such trunk lines shall be borne by the owner of the tract being serviced thereby, and such owner shall be responsible for and pay all costs and expenses to restore the above ground terrain as nearly as possible to their pre-existing condition.

D. All sewer connections and the use of the sewer shall be subject to all requirements of the City of Shelley, Idaho, since this private sewer system dumps into the City sewer system.

II.

PERMANENT COVENANTS

These respective sewer and water rights in the sewer and water system shall be permanent and perpetual rights and appurtenances running with the respective tracts of land above identified.

III.

MAINTENANCE UNTIL 6/30/96

For valuable consideration, the Grover Corporation hereby agrees that it shall be obligated for and shall pay, promptly when due, all expenses for power, maintenance, and repairs, or other expenses of any nature whatsoever associated with the water system, both at the well and extending through the mainline, but only to the respective points where a connecting ("trunk") line takes off from the main toward the residence or other facility served by the water system. All expenses associated with the said trunk lines (both water and sewer) leading to the residences or other facilities shall be borne and paid by the owner of the tract of land which said trunk lines service. The aforesaid obligations of Grover Corporation shall

extend only through June 30, 1996. Thereafter, Grover Corporation shall generally manage the water and sewer systems, but after June 30, 1996, the expenses of maintenance, repair, and replacement of the main water system shall be paid prorata by the owners of the tracts being served. "Prorata" shall mean the number of water connections being serviced for an owner divided by the total number being serviced. **Provided, however,** after June 30, 1996, should any single item of expenditure for the water or sewer system exceed \$1,000, Grover Corporation shall first consult with the other parties of this agreement (or their successors) to obtain their approval by a majority vote as provided in paragraph IV hereof, before such expenditure is incurred. After June 30, 1996, each party shall pay his or its prorata share of said costs promptly upon invoice therefor. Any invoice share not paid by a party when due shall, at the option of any other party hereto who might pay the same, bear 13% interest from the date paid until reimbursed to such party. All costs of maintenance, repair, and replacement of the sewer system (both before and after June 30, 1996) shall be borne and paid by the respective tract owners (prorata) according to the number of sewer connections being serviced divided by the total number of sewer connections.

IV.

MAJORITY VOTE

A. Grover Corporation shall be, and hereby is, appointed by the parties as their agent and representative to oversee and manage the water and sewer systems, but shall so serve only until replaced by a majority vote of the owners as hereinbelow provided. Nothing herein contained, however, shall prevent the parties from consulting together or from making their independent suggestions and recommendations to said manager for the improvement or betterment of the water and sewer systems at any time. After June 30, 1996, then the parties shall generally try to meet at least once annually in the spring of each year to ascertain what

repairs and other expenditures might be necessary for the water and sewer systems for the ensuing year, and to outline the general use and allocation of water to the various tracts involved.

B. An owner of any of the individual tracts above-identified to which a water share is allocated shall be entitled to one vote for said tract as to matters pertaining to the water system; and the owner of each sewer connection shall be entitled to one vote as to matters pertaining to the sewer system.

V.

WATER SYSTEM MAINTENANCE AND METERS AFTER 6/30/96

Anything hereinabove to the contrary notwithstanding, at any time after June 30, 1996, any party hereto (or successor thereof) should he deem it appropriate, may require that each of the owners of the tracts being serviced by the water system place a water meter at an appropriate location where the water for the particular tracts is diverted from the mainline so that it can be ascertained by each and all of the parties hereto as to the amount of water used by each of the tracts. If a meter is required for one tract, then a similar meter shall be required for all tracts. The cost of such meter for each tract being serviced shall be paid by the owner of that tract. After meters are installed, the costs of power, maintenance, repairs, replacements, and other servicing of the water system shall be borne on a monthly basis according to the amount of use of water by each of the respective owners of their respective tracts compared to the total monthly use.

VI.

RECORDING

This instrument shall be recorded in the records of Bingham County, Idaho, to (1) amend and supersede the aforesaid instrument No. 353798; and (2) to identify and allocate the rights

and obligations identified herein to the respective tracts of land mentioned above as permanent covenants running with said tracts.

VII.

ATTORNEYS' FEES

Should any party default in the performance hereof, that party shall pay to the offended party or parties any fees and costs incurred in seeking a remedy for any breach hereof whether such is incurred by the filing of suit or otherwise.

VIII.

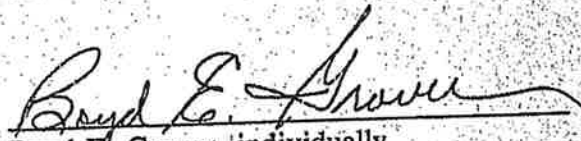
BINDING EFFECT

These covenants and conditions shall extend to and be binding upon the respective parties and their tracts of land identified above, and the parties' heirs, personal representatives, assigns, or other successors in interest.

IN WITNESS WHEREOF the parties have executed this agreement as of the day and year first above set forth.



LaVar M. Grover, individually

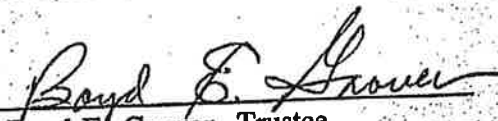


Boyd E. Grover, individually

THE DORIS M. GROVER TESTAMENTARY
TRUST UNIFIED CREDIT SHELTER
PORTION

BY: 
LaVar M. Grover, Trustee

THE BETH M. GROVER TESTAMENTARY
TRUST CREDIT SHELTER PORTION

BY: 
Boyd E. Grover, Trustee

GROVER CONSTRUCTION CO., INC.

BY: 
Its: President

STATE OF IDAHO)

) ss.

County of Bonneville)

On this 30 day of March, 1994, before me, REED L. MOSS, the undersigned, a Notary Public in and for the State of Idaho, personally appeared LaVar M. Grover, known to me to be the person whose name is subscribed to the foregoing 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.



Reed L. Moss
Notary Public for State of Idaho

Residing at: Idaho Falls

My Commission Expires: 2-26-98

STATE OF IDAHO)

) ss.

County of Bingham
~~Bonneville~~)

On this 30 day of March, 1994, before me, LAWANNA PAGE, the undersigned, a Notary Public in and for the State of Idaho, personally appeared Boyd E. Grover, known to me to be the person whose name is subscribed to the foregoing 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.



Lawanna Page
Notary Public for State of Idaho

Residing at: Shelly

My Commission Expires: 5-4-96



IDAHO DEPARTMENT OF
WATER RESOURCES

Eastern Region • 900 N Skyline Drive, Suite A • Idaho Falls, ID 83402-1718

Phone: 208-525-7161 • Fax: 208-525-7177 • Email: easterninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Mathew Weaver

December 21, 2023

ROB HARRIS
HOLDEN KIDWELL HAHN & CRAPO
PO BOX 50130
IDAHO FALLS ID 83405

RE: Change in Ownership
Water Rights: 27-7356

Dear Sir/Madam:

On April 24, 2023, you filed a Notice of Change in Water Right Ownership (ownership change) with the Idaho Department of Water Resources (IDWR), seeking to update the ownership records for the water rights listed above. After an initial review, we determined that you needed to provide additional evidence of ownership and/or additional filing fee. On April 27, 2023, we sent a letter requesting additional information. The additional information was to be provided within 30 days.

IDWR has never received a response to the request. Without the requested documents, we cannot verify ownership of the water right and cannot complete the ownership change. We are therefore returning your original ownership change. Because your application is being returned unprocessed you are entitled to a refund of your filing fee, the department has initiated the refund and should arrive from the state office in a couple of weeks.

Please feel free to re-file your change in ownership any time in the future. Because your filing fee is being refunded, you will need to determine and provide the proper filing fee at the time you re-file the notice.

If you have any questions, feel free to contact me at (208) 525-7161.

Respectfully submitted,

Jonie Bailly
Technical Records Specialist

Enclosure(s)

cc: Estate of LaVar Grover

Baily, Jonie

From: Baily, Jonie
Sent: Thursday, December 21, 2023 9:53 AM
To: IdwrPayable
Subject: Refund Request
Attachments: Receipt.PDF

Good morning!

I have a refund request as follows:

Receipt number: E049124
Amount: \$25.00
Payable to: HOLDEN KIDWELL HAHN & CRAPO
PO BOX 50130
IDAHO FALLS, ID 83405-0130

Reason: Ownership change submitted for 1 water right. Additional information was requested but was not received therefore we are returning the application unprocessed and the applicant is entitled to a full refund.

Let me know if you have any questions or need additional information. Have a great day!!!



IDAHO DEPARTMENT OF
WATER RESOURCES

Jonie Baily | Technical Records Specialist
900 N Skyline Drive Ste. A, Idaho Falls, ID 83402
Phone number: (208) 525-7161
Fax number: (208) 525-7177
Email: jonie.barg@idwr.idaho.gov
Website: www.idwr.idaho.gov

From: [Baily, Jonie](#)
To: [Rob Harris](#)
Subject: Ownership Change 27-7356 Estate of LaVar Grover
Date: Thursday, April 27, 2023 4:02:00 PM

Rob:

During our review of the ownership change submitted for the Estate of LaVar Grover, the department found some discrepancies between the water right place of use, and property owned by the applicant. In order to update the ownership for the water right listed above additional information and possible split is required.

Property appears to have been subdivided after 1997, most of the property is owned by other individuals and/or companies. The department will need to see deeds for relevant properties going back to 1997, in order to determine if the water rights were withheld. The Quit Claim Deed for water rights only in 2023 is not sufficient evidence of ownership for the water rights without additional information, where the property had previously been divided. Furthermore, depending on what the deeds say additional information and/or evidence maybe required as well as notice to property owners.

Please submit copies of the deed for the properties that were sold for the department's review. According to the Bingham County Parcel Viewer Map the property owners are but not necessarily limited to Richard and Kathleen Matheson, Mathew Fackrell LLC, Grover Construction Co Inc, Tate and Staci Matheson, Boyd Grover, Gary and Amy Weimer, Paul and Melissa Beckett, Douglas and Lisa Jones, Todd and Jeannine Johnson, Terril and Kristine Richardson, and Deena Poole.

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

 IDAHO DEPARTMENT OF
WATER RESOURCES
Jonie Baily | Technical Records Specialist
900 N Skyline Drive Ste. A, Idaho Falls, ID 83402
Phone number: (208) 525-7161
Fax number: (208) 525-7177
Email: jonie.baily@idwr.idaho.gov
Website: www.idwr.idaho.gov



Holden Kidwell
Hahn & Crapo P.L.L.C.
LAW OFFICES

Established in 1896

1000 Riverwalk Drive, Suite 200
PO Box 50130
Idaho Falls, Idaho 83405
Tel: (208) 523-0620
Fax: (208) 523-9518
www.holdenlegal.com
rharris@holdenlegal.com

April 21, 2023

RECEIVED

APR 24 2023

Jonie Baily
Idaho Department of Water Resources
900 N. Skyline Dr., Ste. A
Idaho Falls, ID 83402

Department of Water Resources
Eastern Region

RE: Notice of Change in Water Right Ownership for WR 27-7356.

Dear Jonie:

Enclosed for processing is a *Notice of Change in Water Right Ownership* for WR 27-7356. Enclosed is a copy of the Water Right License for this water right that was issued on April 21, 1997, to LaVar Grover and Boyd Grover. Boyd Grover passed away on January 14, 2013, and LaVar Grover passed away on March 16, 2021. As evidenced by a copy of the enclosed *Quit Claim Deed for Water Right*, the Estate of Boyd Grover has conveyed its interest in the water right to the Estate of LaVar Grover, such that the entirety of the water right is now owned by the Estate of LaVar Grover.

Where this transaction is effectively conveyance of a joint-tenancy interest in a water right, it is not a typical change of ownership. Accordingly, whether or not the Estate of LaVar Grover owns the property identified as the water right place of use, in our opinion, is not relevant in this particular situation. To the extent the Department disagrees, we note that the water right was licensed to LaVar and Boyd, specifically to be used for three homes associated with the place of use. Further, the Estate of LaVar Grover owns a majority of place of use of the irrigation water right, and owns the entirety of the property where the commercial component is used. The domestic component is associated with three homes that share the well pursuant to an agreement. Also enclosed is the required \$25.00 filing fee. If you have any questions or concerns, please do not hesitate to contact me.

Best regards,

Robert L. Harris
HOLDEN, KIDWELL, HAHN & CRAPO, P.L.L.C.

Enclosures

g:\wpdata\rlh\22185-000 grover, gerald\2023.04.21 ltr to baily.docx