

RECEIVED

APR 22 2026

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESDEPT. 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.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
<u>27-7356</u>	Yes ☒	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
<u>27-7356</u> <u>27-12365</u>	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Grover, Boyd
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Tate and Staci Matheson
New owner(s) as listed on the conveyance document Name connector ☐ and ☒ or
- 669 E 1250 N Shelley ID 83274
Mailing address City State Zip
(208) 589-4086 stacimatheson@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: 12/23/2009
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.

SUPPORT DATA

IN FILE # 27-73568. Signature: Tate Matheson

Signature of new owner/claimant

Print name: Tate Matheson

Print name

Title, if applicable

Date

4/22/26Signature: Staci Matheson

Signature of new owner/claimant

Print name: Staci Matheson

Print name

Title, if applicable

Date

4/22/26

For IDWR Office Use Only:

Received by m. jettis Date 4-22-26Receipt No. E051583Receipt Amt. 100.00Active 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

Parcel # matches for 27-11229 appears they own the lot with one of the 3 original homes.

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	0.25 CFS	
DOMESTIC	1/01	12/31	0.05 CFS	
TOTAL				

Places of Use

Printable View

Paged View

Place of Use Legal Description : IRRIGATION (BINGHAM county)

Township	Range	Section	Lot	QQQ	QQ	Q	Acres
01N	37E	31	6		NE	SE	3.2
01N	37E	31			NW	SE	12.0
01N	37E	31			SW	SE	2.0

Place of Use Legal Description : DOMESTIC (BINGHAM county)

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

Irrigation Totals

Total Acres Acre Limit

17.20

Conditions

Code Conditions

- 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.

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 68.8 af for the irrigation of lands above. Domestic use is for 2 homes and is limited to a total annual diversion volume of 2.4 af.
- 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.
- 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.
- R26 This right when combined with all other rights shall provide no more than 4.0 afa per acre for irrigation of the lands above.

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: 5/31/1983
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 :
Cary Act Number :
Mitigation Plan: False

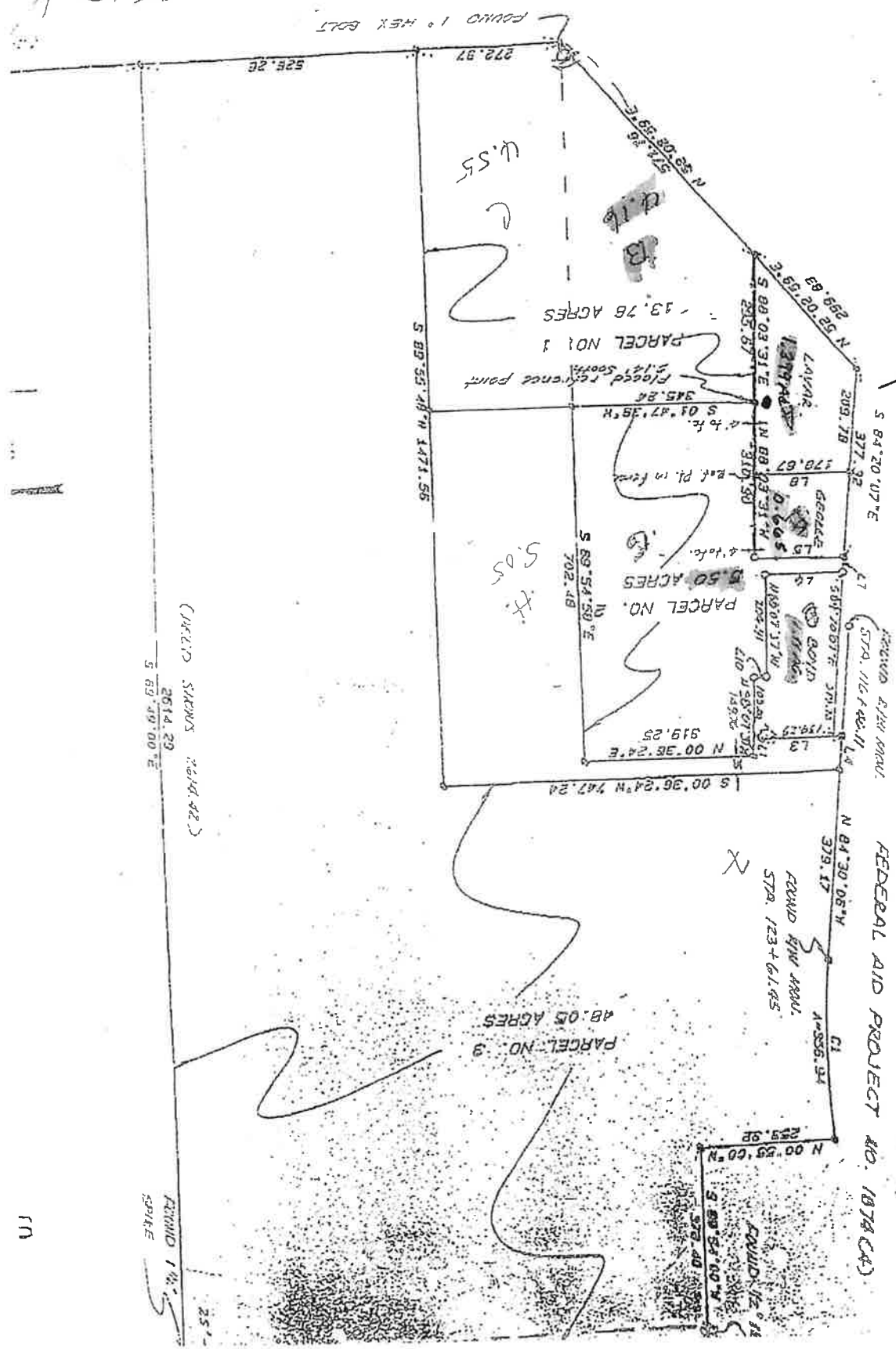
IDAHO DEPARTMENT OF WATER RESOURCES

4/22/2026

DISTANCE
 46.75
 20.68
 182.84
 67.53
 157.58
 50.00
 172.00
 4.83
 12.00
 1943.55
 TOTALS

TANGENT 178.97
 CHORD 356.44 N 85°44'45" W
 CHORD 356.44 N 85°44'45" W

667E1260N



355194

(CALC'D SACSUS 7614.42)
 2614.29
 S 89°49'00" E

FEDERAL AID PROJECT NO. 107A(CA)

PARCEL NO. 3
48.05 ACRES

FOUND 1\"/>

IN

Instrument # 582231

BINGHAM COUNTY

2007-06-20

01:29:21 No. of Pages: 1

Recorded for: ALLIANCE TITLE & ESCROW CORP.

SARA J. STAUB

Fee: 3.00

Ex-Officio Recorder Deputy *JS*

QUITCLAIM DEED

ORDER NO.: 3020710118-S

FOR VALUE RECEIVED, Ryan Tate Matheson, a married man, dealing with his sole and separate property

Do(es) hereby convey, release, remise and forever quit claim unto

Tate Matheson and Staci Matheson, Husband and Wife

whose current address is: 669 E. 1275 N., Shelley, ID 83274

the following described premises:

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, East, Boise Meridian, Bingham County, Idaho; 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.

TO HAVE AND TO HOLD the said premises, unto the said grantees, heirs and assigns forever.

June 15, 2007

Ryan Tate Matheson

Ryan Tate Matheson

State of Idaho

County of *Bonawille*

} ss.
}

On this 15th day of June, in the year 2007 before me, a Notary Public in and for said state, personally appeared Ryan Tate Matheson known or identified 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 first above written.



[Signature]

Notary Public for the State of Idaho

Residing at:

Commission Expires:

Residing in Idaho Falls, Idaho
Commission Expires 7-15-2009

Peterson Moss Olsen Can Skelton Hall
485 "E" Street Idaho Falls ID 83402
BINGHAM COUNTY RECORDER
BLACKFOOT, IDAHO

FEE 6.00 DEP RM

98 MAR -4 AM 9:49 WARRANTY DEED

RECORDED AT THE REQUEST OF

462356

Return to
Lodi Skelton
485 E St.
Id Falls Id 83402

WARRANTY DEED made this 25 day of Feb., 1998, between The Testamentary Trust of Beth Grover--Credit Shelter Portion, Boyd E. Grover, Trustee, "Grantor," and Ryan Tate Matheson, a single man, dealing with his sole and separate property as to both income and principal, whose address is 669 East 1275 North, Shelley, ID 83274, "Grantee,"

WITNESSETH:

That Grantor, for good and valuable considerations, the receipt whereof is hereby acknowledged, has granted, bargained, and sold, and does, by these presents, grant, bargain, sell, convey, and confirm unto Grantee and to his heirs and assigns forever, all the following described real estate located in the County of Bingham, State of Idaho, to-wit:

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.

SUBJECT TO: an easement for utility purposes across the South 34 feet of the above-described tract.

FURTHER SUBJECT TO:

1. Taxes and assessments for the year 1998 and all subsequent years.
2. All easements and rights-of-way of record or those appearing on the land.
3. All zoning ordinances, codes, laws, and regulations, covenants, and reservations of record.
4. Subject to and together with the terms of a joint well use agreement for the provision of water to the subject property.

BUT OTHERWISE together with the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, all and singular the above-described premises together with the appurtenances thereon unto the Grantee and to his heirs and assigns forever.

And Grantor and his heirs shall and will warrant and by these presents forever defend the premises in the quiet and peaceable possession of Grantee, his heirs and assigns against Grantor and his heirs and against all and every person or persons whomsoever lawfully claiming the same.

IN WITNESS WHEREOF, Grantor has hereunto set her hand on the day and year first above written.

THE TESTAMENTARY TRUST OF BETH
GROVER--CREDIT SHELTER PORTION

By: Boyd E. Grover trustee
Boyd E. Grover, Trustee

STATE OF IDAHO)
) ss.
County of Bonneville)

On this 25 day of February, 1998, before me, Daniel J. Nelson 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 within instrument as Trustee of the Testamentary Trust of Beth Grover--Credit Shelter Portion, and acknowledged to me that he/she executed the same in such capacity.

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



Daniel J. Nelson
Notary Public for State of Idaho
Residing at: Idaho Falls, Idaho
My Commission Expires: 20 January 2003

462356

446259

QUITCLAIM DEED

Reed Moss
485 E. Street
BRIGHAM COUNTY RECORDER
BLACKFOOT, IDAHO
600 SEP 1996

96 JUL 31 AM 10:58

THIS INDENTURE is made this 29 day of July, 1996, by and between Boyd E. Grover, individually, "Grantor" and Boyd E. Grover, Trustee of the Testamentary Trust of Beth Grover-Credit Shelter Portion, whose address is 673 E. 1274 N., Shelley, ID 83274, "Grantee,"

WITNESSETH:

RECITALS:

1. This Deed is executed and is to be recorded in accordance with the terms of a certain "Agreement of Exchange" dated the 13th day of October, 1993, by and among Boyd E. Grover, as personal representative of the estate of Beth Grover, deceased, and Boyd E. Grover, individually, and Boyd E. Grover, not individually, but as trustee of the Testamentary Trust created in the Will of Beth Grover, whereby it was agreed that the decedent Beth Grover's community interest and her surviving spouse, Boyd E. Grover's community interest would be transferred to the Grantee named herein.

2. This Deed, coupled with a Deed of Personal Representative of even date herewith, is intended to transfer all of the right title and interest in and to the hereafter described property to the Grantee named herein.

NOW, THEREFORE, the Grantor does by these presents demise, release, and forever quitclaim under the Grantee and to his successors and assigns forever, all that tract of land situated, lying and being in the County of Bingham, State of Idaho, bound and described as follows, to wit:

Rental unit located at 669 E. 1275 N., Shelley, Idaho (Bingham County), described as follows:

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.

TO HAVE AND TO HOLD all and singular, the said premises, together with the appurtenances and privileges thereto incident, unto the said Grantee, and his successors and assigns forever.

IN WITNESS WHEREOF, Grantor has executed this instrument as of the day and year first above written.

Boyd E. Grover
Boyd E. Grover

STATE OF IDAHO)
) ss.
County of Bonneville)

On this 19 day of July, 1996, before me, Reed L. Moss, 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 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.



Reed L. Moss
Notary Public for State of Idaho
Residing at: Idaho Falls, Idaho
My Commission Expires: 2-26-98

446259

446260

Reed Moss
485 E. St. JH
BINGHAM COUNTY RECORDER
BLACKFOOT, IDAHO

DEED OF PERSONAL REPRESENTATIVE

FEE 6.00 DEP SP

THIS INDENTURE is made this 29 day of July, 1996, by and between Boyd E. Grover, Personal Representative of the Estate of Beth Grover, deceased (acting pursuant to Letters Testamentary in Case No. SP-92-558 in the matter of the Estate of Beth Grover, deceased, filed in the Magistrates' Court of the Seventh Judicial District in Bingham County, Idaho), "Grantor" herein and Boyd E. Grover, trustee of the Testamentary Trust of Beth Grover -- Credit Shelter Portion, whose address is 673 East 1274 North, Shelley, ID 83274, "Grantee,"

WITNESSETH:

Grantor does by these presents demise, release, and forever quit claim unto the Grantee and to his heirs and assigns forever, all that tract of land situate, lying and being in the County of Bingham, State of Idaho, bounded and described as follows, to-wit:

TRACT 1: All said estate's right, title and interest in and to:

Rental Unit located at 669 East 1275 North, Shelley, Idaho (Bingham County), described as follows:

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.

TRACT 2: The said estate's undivided one-half interest in and to the following described property, the other one-half being retained by Boyd E. Grover, individually:

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 378.40 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" West 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.

TO HAVE AND TO HOLD all and singular, the said premises, together with the appurtenances and privileges thereto incident, unto the said Grantee, and his heirs and assigns forever.

IN WITNESS WHEREOF, Grantor has executed this instrument as of the day and year first above written.

Boyd E. Grover P.R.
Boyd E. Grover, Personal Representative of the
Estate of Beth Grover

STATE OF IDAHO)
) ss.
County of Bonneville)

On this 29 day of July, 1994, before me, Reed L. Moss 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 within instrument as Personal Representative of the Estate of Beth Grover, and acknowledged to me that he executed the same in such capacity.

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



Deed Thorne
Notary Public for State of Idaho
Residing at: Idaho Falls
My Commission Expires: 2-26-98

446260

EXCHANGE (PARTITION DEED)

THIS INDENTURE is made as of this 1st day of July, 1986, between George Grover & Sons, a partnership, comprised of LaVar M. Grover and Boyd E. Grover, general partners, hereinafter termed "Grantor" and Boyd E. Grover and Beth J. Grover, husband and wife, as their community property, as "Grantees", whose record address is 673 E. 1275 N., Shelley, Idaho 83274,

WITNESSETH:

RECITALS:

1. This deed is intended to convey the property hereafter described as a part of an overall partition of properties between and among the parties hereto and LaVar M. Grover and Doris M. Grover.

2. Other deeds are being executed and delivered simultaneously herewith to effect this partition.

NOW, THEREFORE, in consideration of the recitals, the equity interests in various properties, and for other good and valuable considerations, receipt thereof being hereby acknowledged, the Grantors do by these presents, remise, release and forever quitclaim unto the Grantees and to their heirs and assigns forever, all of that real estate located in the County of Bingham, State of Idaho, and described as follows:

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

353805

EXCHANGE (PARTITION DEED) -1

BINGHAM COUNTY RECORDER
BLACKFOOT, IDAHO
FEE 6⁰⁰ SEP 25

1986 SEP 30 AM 11:10
Petersen, Moss, Olsen,
RECORDED AT THE REQUEST OF
Meacham + Carr
485 E ST I. F. 83402

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.

Reserving, however, an easement for utility
purposes across the South 34 feet of the above
described tract.

TOGETHER WITH all and singular the tenements,
hereditaments and appurtenances thereunto belonging or in anywise
appertaining, and the reversion and reversions, remainder and
remainders, and the rents, issues and profits thereof.

TO HAVE AND TO HOLD all and singular, the said pemises,
together with the appurtenances, unto the said Grantees and to
their heirs and assigns forever.

IN WITNESS WHEREOF, the Grantors have hereunto subscribed
their names, in their capacities as Trustees, the day and year
first above written.

GEORGE E. GROVER & SONS,
a partnership

BY: LaVar M. Grover
LaVar M. Grover, a general partner

BY: Boyd E. Grover
Boyd E. Grover, a general partner

"Grantor"

STATE OF IDAHO)
County of Bonneville)

) ss.
)

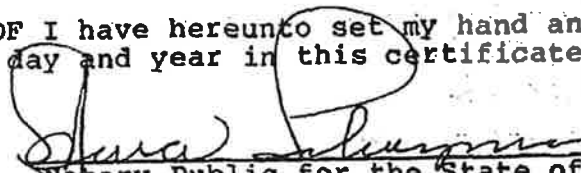
On this 16 day of Sept, 1986, before

353805

me, _____, the undersigned, a Notary Public in and for the State of Idaho, personally appeared LaVar M. Grover and Boyd E. Grover, known to me to be partners in George E. Grover & Sons, and the partners or some of the partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that they executed the same in said partnership name.

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




Notary Public for the State of Idaho
Residing at Idaho Falls
My commission expires: 1-2-92

256300

WARRANTY DEED

BINGHAM COUNTY, IDAHO

PLACED FOR RECORD

JULY 22 1979

THIS INDENTURE, made this 18th day of July
 between GEORGE E. GROVER
 of Shelley County of Bingham State of Idaho
 the party of the first part and GEORGE E. GROVER & SONS, a partnership
Route #1, Box 386
 of Shelley County of Bingham State of Idaho
 the party of the second part.

WITNESSETH, that the said party of the first part, for and in consideration of the sum of Ten Dollars (\$10.00) lawful money of the United States of America, and other good and valuable considerations, to the party of the first part in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and by these presents, does grant, bargain, sell and convey and confirm unto the said party of the second part, and to party of the second part's heirs and assigns, forever, all of the following described real estate situated in _____ County of Bingham State of Idaho, to-wit:

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 One 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.

Reserving an easement for utility purpose across the South 34 feet of the above-described property.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversions, remainder and remainders, and rents, issues and profits thereof; and all estate, right, title and interest in and to said property, as well in law as in equity, of said party of the first part.

TO HAVE AND TO HOLD, all and singular the above mentioned and described premises together with the appurtenances unto the party of the second part, and to party of the second part's heirs and assigns forever. And the said party of the first part, and said party of the first part's heirs shall and will warrant and by these presents forever defend the said premises in the quiet and peaceable possession of the said party of the second part, and party of the second part's heirs and assigns, against the said party of the first part, and party of the first part's heirs, until against all and every person and persons whomsoever, lawfully claiming or to claim the same.

In construing this deed and where the context so requires, the singular includes the plural.
 IN WITNESS WHEREOF, the said party of the first part hereunto has set his hand.

STATE OF IDAHO,

County of Bingham

On this 15th day of July in the year 19 79, before me
 the undersigned, Gordon W. Jenkins a Notary Public in and for said State,
 personally appeared George E. Grover

known to me to be the person whose name subscribed to the within instrument, and acknowledges to me that he executed the same.

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



Gordon W. Jenkins
 Notary Public for the State of Idaho,
 Residing at Shelley Idaho.

THIS INDENTURE, made this 20 day of July, 1965,
 between GEORGE E. GROVER & SONS, a co-partnership
 of Shelley, County of Bingham, State of Idaho,
 the part Y of the first part and GEORGE E. GROVER and ALICE O. GROVER, husband
and wife,
 of Shelley,
 County of Bingham, State of Idaho, the parties of the second part,
 WITNESSETH, that the said part Y of the first part, for and in consideration of the sum of
TEN and NO/100 (\$10.00) Dollars
 lawful money of the United States of America and other good and valuable considerations,
 to it in hand paid by the parties of the second part, the receipt whereof is hereby acknowledged,
 has granted, bargained, sold, and by these presents, does grant, bargain, sell and convey and confirm unto
 the said parties of the second part, and to their heirs and assigns, forever, all the following described
 real estate, situated in the, County of Bingham,
 State of Idaho, to-wit:

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 One 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.

Reserving an easement for utility purpose across the South 34 feet of
 the above described property.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belong-
 ing or in anywise appertaining, and the reversion and reversions, remainder and remainders, and rents, issues
 and profits thereof; and all estate, right, title and interest in and to the said property, as well in law as in equity
 of the said part Y of the first part.

TO HAVE AND TO HOLD, all and singular the above mentioned and described premises together
 with the appurtenances unto the parties of the second part, and to their heirs and assigns forever.
 And the said part Y of the first part, and its heirs, the said premises in the quiet and peaceable
 possession of the said parties of the second part, their heirs and assigns, against the said part Y
 of the first part, and its heirs, and against all and every person and persons whomsoever, lawfully
 claiming or to claim the same shall and will warrant and by these presents forever defend.

IN WITNESS WHEREOF, the said part Y of the first part has hereunto set its hand
 and seal the day and year first above written.

BEFORE ME, the undersigned authority, on this day personally appeared

(SEAL)

(SEAL)

George E. Grover

Alice O. Grover

George E. Grover (SEAL)

Alice O. Grover (SEAL)

George E. Grover (SEAL)

Alice O. Grover (SEAL)

STATE OF IDAHO,
County of Bingham } ss.

On this 30th day of July in the year 1965, before me the undersigned, a Notary Public in and for said State, personally appeared GEORGE E. GROVER and ALICE O. GROVER, BOYD E. GROVER and BETH GROVER, LAVAR GROVER and DORIS M. GROVER, the partners of the co-partnership known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same for such partnership.

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



Ruby Nielsen
Notary Public for the State of Idaho,
Residing at Shelley, Idaho.
My Comm. expires: Jan. 2, 1969

No. 117196

WARRANTY DEED

(FORM No. 389)

TO

Dated 30, 1965

STATE OF IDAHO,

County of Bingham

I hereby certify that this instrument was filed for record at request of George E. Grover at 4:50 minutes past 3 o'clock P.M., this 30 day of JUL 1965, in my office, and duly entered in Book of VOL 3 OFFICIAL RECORD at page 3

GRACE WILLIAMS

Ex-Officio Recorder.

By

Deputy.

Fees, \$ 1.80

Mails to

STUDENT-NEES LAW FIRM, CO., PORTLAND, ORE.

353798

BINGHAM COUNTY RECORDER
BLACKFOOT, IDAHO
FEE 22⁰⁰ SEP 86

1986 SEP 30 AM 11:02

DOMESTIC WELL AGREEMENT

Petersen, Moss, Olsen
RECORDED AT THE REQUEST OF
Meacham + Carr 485 E St
I. F. 83402

THIS AGREEMENT is made and entered into as of the 1st day of July, 1986, by and between LAVAR M. GROVER and DORIS M. GROVER, his wife, hereinafter termed the "LAVAR M. GROVERS", BOYD E. GROVER and BETH J. GROVER, his wife, hereinafter termed the "BOYD E. GROVERS" and GROVER CONSTRUCTION CO. INC., an Idaho corporation, herein termed "GROVER CORPORATION",

WITNESSETH:

RECITALS:

1. The LaVar M. Grovers are the owners of a residential tract on which their home is located and an 8.71 acre tract located adjacent thereto, all in Bingham County, Idaho, described as follows, to-wit:

TRACT "A" (Residence)

Beginning at a point that is North 1807.2 feet and North 51°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°20'30" East 439.38 feet; thence North 1°39'30" East 178.67 feet; thence North 84°37' West 209.77 feet; thence South 51°46' West 299.85 feet to the point of beginning, containing 1.399 acres more or less.

TRACT "B" (the 8.71 acre tract)

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 from the South 1/4 corner of said Section 31 said 1/4 corner being N 89°49'00" W 2635.37 feet from the Southeast corner of said

353798

Section 31 and running thence N 0°16'59" E 272.87 feet; thence N 52°02'59" E 571.76 feet; thence S 88°03'31" E 295.67 feet; thence S 1°47'05" W 613.88 feet; thence S 89°55'48" W 728.59 feet to the point of beginning, said parcel containing 8.71 acres, more or less.

2. The Boyd E. Grovers are the owners of two residential tracts, on one of which is located their home and on the other a unit occupied by Boyd's father, said tract being located in the County of Bingham, State of Idaho, specifically described as follows, to-wit:

TRACT "C":

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.

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.

3. Grover Corporation is the owner of two tracts of land adjoining the other tracts 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 "E" (Shop area).

Part of the Southeast Quarter of Section 31,
Township 1 North, Range 37 E.B.M., 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 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 "F" (South of Shop)

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" W 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" E 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.

4. Tracts "A" through "F" are all serviced by a domestic water well located on Tract "A" above described, along with a pump, water from the well and a mainline and other appurtenances thereto (all of which components are collectively termed the "water system").

5. It is the intent of this Domestic Water Agreement to identify the rights and obligations of the parties relative to said water system as it pertains to their respective tracts of land.

NOW, THEREFORE, IT IS AGREED:

I.

The LaVar M. Grovers own an undivided two-fifths interest in said water system; the Boyd E. Grovers own an undivided two-fifths interest in the water system; and the Grover Corporation owns an undivided one-fifth interest therein; one-fifth each being allocated to and identified with Tracts "A" and "B" respectively; one-fifth each being allocated with or identified to Tracts "C" and "D" respectively; and one-fifth being allocated to the total of Tracts "E" and "F". These respective water rights in the water system shall be permanent and perpetual water rights and appurtenances running with the respective tracts of land above identified and in the shares so owned or allocated as provided in this paragraph I.

II.

For valuable considerations, receipt thereof being hereby acknowledged, 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 line leads to the residence or other facility served by said mainline. All expenses associated with the said connecting lines to the residences or other facilities shall be borne and paid by the owner of the tract of land which said connecting line services. The aforesaid obligations of Grover Corporation shall extend for a term commencing July 1, 1986, and terminating June 30, 1996. Thereafter, all said costs and expenses relating to the water system shall be paid one-fifth each by the owners of the respective tracts above identified. Grover Corporation shall generally manage the water system for the said ten-year term and thereafter; but after said ten-year term, should any single item of expenditure for the water system exceed \$1,000.00, it shall first consult with the other parties to this agreement to obtain their approval (by a majority vote as provided in paragraph IV hereof) before such expenditure is incurred. After said ten-year term, each party shall pay his or its respective share of the 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 percent ~~interest~~ from date due until reimbursed to such party.

III.

As heretofore stated, Grover Corporation shall be, and hereby is, appointed by the parties as their agent and representative to oversee and manage the water system, but shall so serve only until replaced by a majority vote of the owners as above provided in paragraph II. 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 system at any time. After the ten-year period mentioned above has expired, 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 system for the ensuing year, and to outline the general use and allocation of water from the system to the various tracts involved.

IV.

It is intended that this instrument shall be recorded in the records of Bingham County, Idaho, 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. In order to provide for the orderly management and conveyance or other disposition of the various tracts of land involved by any of the parties hereto, it is agreed that an owner,

and any successor owner of any of the individual tracts above identified to which a one-fifth water share is allocated shall be entitled to one vote for said tract. For example, at the present time, the Boyd E. Grovers would be entitled to two (2) votes, one for each tract owned by them, the LaVar M. Grovers would be entitled to two votes; and Grover Corporation would be entitled to one vote. Should the Boyd E. Grovers convey one of the tracts, then their successor owner shall be entitled to vote for that particular tract.

V.

Each of the parties hereto does hereby grant to the other parties a mutual easement and right-of-way to traverse the land owned by such party in order to bring men, materials and equipment onto or across said tracts of land above described to provide for maintenance, repairs, replacements and other servicing of the water system as may be necessary from time to time. These mutual easements shall also be permanent and perpetual easements running with the respective tracts of land involved.

VI.

Anything hereinabove to the contrary notwithstanding, after the ten-year period during which Grover Corporation is obligated to cover the expenses associated with the system, then at any time thereafter, any party hereto, 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 tract is diverted from the mainline so that it can be ascertained by each and all of the parties hereto the amount of use of the water by each of the tracts. If a meter is required for one tract, then a similar meter shall be required for all tracts. In the event of such installation of meters, then the costs of the meters shall be paid one-fourth by each owner of each tract, but thereafter the costs of power, maintenance, repairs, replacement 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.

VII.

The parties do also hereby grant to the other parties hereto a mutual easement and right-of-way for a sewage disposal system which currently traverses and services the tracts above identified. This mutual easement shall provide and permit the owner of any of the tracts of land involved herein to traverse the lands of the other parties hereto with men, equipment and materials necessary from time to time to repair, maintain, replace or otherwise service the said existing sewer system servicing the tracts above identified; and this mutual easement shall be a permanent covenant running with the respective tracts of land identified above. Each tract to which water rights are allocated herein shall bear and pay one-fifth of the cost of servicing, repairing or replacing said sewer system.

VIII.

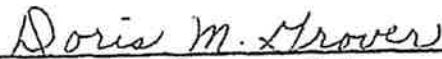
Should any party default in performance hereof, that party shall pay to the other parties any fees and costs incurred in seeking a remedy for any breach hereof whether such is incurred by the filing of suit or otherwise.

IX.

These covenants and conditions shall extend to and be binding upon the respective parties and their lands 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 written.


LaVar M. Grover


Doris M. Grover


Boyd E. Grover


Beth J. Grover

GROVER CONSTRUCTION CO. INC.

BY: 
LaVar M. Grover

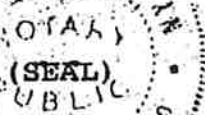
STATE OF IDAHO)

) ss.

County of Bonneville)

On this 16 day of Sept, 1986, before me, Mona Schorron the undersigned, a Notary Public in and for the State of Idaho, personally appeared Boyd E. Grover and Beth J. Grover, known to me to be the persons whose names are subscribed to the foregoing 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.



Mona Schorron
Notary Public for the State of Idaho
Residing at Idaho Falls
My commission expires: 1-2-92

STATE OF IDAHO)

) ss.

County of Bonneville)

On this 16 day of Sept, 1986, before me, Mona Schorron the undersigned, a Notary Public in and for the State of Idaho, personally appeared LaVar M. Grover and Doris M. Grover, known to me to be the persons whose names are subscribed to the foregoing 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.



Mona Schorron
Notary Public for the State of Idaho
Residing at Idaho Falls
My commission expires: 1-2-92

STATE OF IDAHO)

) ss.

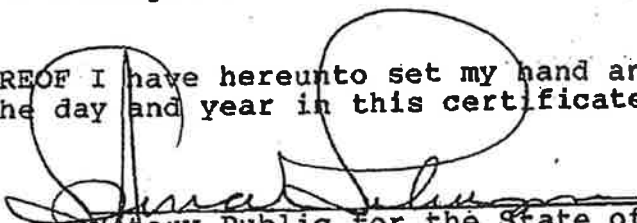
County of Bonneville)

On this 16 day of Sept, 1986, before me, Mona Schorron the undersigned, a Notary Public in and for the State of Idaho, personally appeared LaVar M. Grover, known to me to be the President of the corporation that executed the

instrument or the person(s) who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation 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.




Notary Public for the State of Idaho
Residing at Idaho Falls
My commission expires: 1-2-92

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°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°20'30" East 439.38 feet; thence North 1°39'30" East 178.67 feet; thence North 84°37' West 209.77 feet; thence South 51°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°16'59" East 1805.63 feet from the South 1/4 corner of said Section 31, said 1/4 corner being N 89°49'00" W 2635.37 feet from the Southeast corner of said Section 31 and running thence N 52°02'59" E 571.76 feet; thence S 88°03'31" E 295.67 feet; thence S 1°47'38" W 345.24 feet; thence N 89°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°16'59" East 1532.76 feet from the S 1/4 corner of said Section 31, said 1/4 corner being N 89°49'00" W 2635.37 feet from the SE corner of said Section 31; and running thence N 0°16' 59" E 272.87 feet; thence S 89°43'48" E 735.56 feet; thence S 1°47'38" W 268.64 feet; thence S 89°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 $\Delta = 10^\circ 29' 19''$, 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.

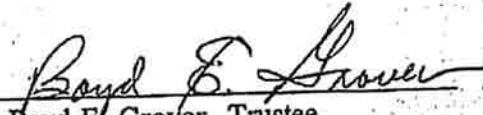

LaVar M. Grover, individually


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

STATE OF IDAHO
County of Bonneville

)
: ss.
)

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 within instrument as Trustee of the Doris M. Grover Testamentary Trust, Unified Credit Shelter Portion, and acknowledged to me that he/she executed the same in such capacity.

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
County of Bingham
~~Bonneville~~

)
: ss.
)

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 within instrument as Trustee of the Beth M. Grover Testamentary Trust, Credit Shelter Portion, and acknowledged to me that he/she executed the same in such capacity.

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: Shiley
My Commission Expires: 5-4-94

STATE OF IDAHO

County of Bonneville

)
: ss.
)

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 President of the corporation that executed the instrument or the person(s) who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation 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

424257

BINGHAM COUNTY RECORDER
BLACKFOOT, IDAHO
FEE 39.00 DEP RE
94 MAR 30 PM 1 43
RECORDED AT THE REQUEST OF
LaVar Grover
671 E. 1275 N.
Shelley, ID 83274

AMENDED DOMESTIC WELL AGREEMENT

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°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°20'30" East 439.38 feet; thence North 1°39'30" East 178.67 feet; thence North 84°37' West 209.77 feet; thence South 51°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°16'59" East 1805.63 feet from the South 1/4 corner of said Section 31, said 1/4 corner being N 89°49'00" W 2635.37 feet from the Southeast corner of said Section 31 and running thence N 52°02'59" E 571.76 feet; thence S 88°03'31" E 295.67 feet; thence S 1°47'38" W 345.24 feet; thence N 89°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°16'59" East 1532.76 feet from the S 1/4 corner of said Section 31, said 1/4 corner being N 89°49'00" W 2635.37 feet from the SE corner of said Section 31; and running thence N 0°16' 59" E 272.87 feet; thence S 89°43'48" E 735.56 feet; thence S 1°47'38" W 268.64 feet; thence S 89°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 $0^{\circ}16'59''$ East 1805.63 feet and North $52^{\circ}02'59''$ East 871.59 feet and South $84^{\circ}20'07''$ East 377.32 feet from the South Quarter Corner of said Section 31, said corner being North $89^{\circ}49'00''$ West 2635.37 feet from the Southeast corner of said Section 31 and running thence South $1^{\circ}56'29''$ West 167.79 feet; thence North $88^{\circ}03'31''$ West 310.90 feet; thence South $1^{\circ}47'38''$ West 345.24 feet; thence South $89^{\circ}54'58''$ East 702.48 feet; thence North $0^{\circ}36'24''$ East 319.25 feet; thence North $88^{\circ}07'37''$ West 149.76 feet; thence North $1^{\circ}56'21''$ East 12.00 feet; thence North $88^{\circ}07'37''$ West 204.91 feet; thence North $1^{\circ}56'21''$ East 157.58 feet; thence North $84^{\circ}20'07''$ 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 $0^{\circ}16'59''$ E 1532.76 feet and N $89^{\circ}55'48''$ E 728.59 feet from the South Quarter corner of said Section 31 said Quarter corner being N $89^{\circ}49'00''$ West 2635.37 feet from the Southeast corner of said Section 31 and running thence N $1^{\circ}46'24''$ E 268.64 feet thence S $89^{\circ}54'58''$ E 702.48 feet; thence N $0^{\circ}36'24''$ E 319.25 feet; thence N $88^{\circ}07'37''$ W 46.76 feet; thence N $48^{\circ}27'33''$ E 20.66 feet; thence N $0^{\circ}16'59''$ E 152.64 feet to the South right-of-way line of Federal Aid Project No. R.S. 1874 (4); thence S $84^{\circ}30'06''$ East 67.53 feet along said South line; thence S $0^{\circ}36'24''$ W 747.24 feet; thence S $89^{\circ}55'48''$ 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

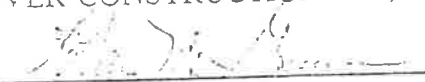
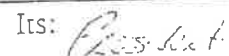
THE DORIS M. GROVER TESTAMENTARY
TRUST UNIFIED CREDIT SHELTER
PORTION

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: 

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.

(SEAL)

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.

(SEAL)

Lawanna Page
Notary Public for State of Idaho
Residing at: Stella
My Commission Expires: 5-4-94

STATE OF IDAHO

)
: ss.

County of Bonneville

On this 30 day of March, 1994, before me, Alec 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 within instrument as Trustee of the Doris M. Grover Testamentary Trust, Unified Credit Shelter Portion, and acknowledged to me that he/she executed the same in such capacity.

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)

Alec 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 within instrument as Trustee of the Beth M. Grover Testamentary Trust, Credit Shelter Portion, and acknowledged to me that he/she executed the same in such capacity.

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)

Lawnna Page
Notary Public for State of Idaho
Residing at: Shelby
My Commission Expires: 5-4-96

STATE OF IDAHO

)

: ss.

County of Bonneville

)

On this 30 day of March, 1994, before me, Reed L. Mess, the undersigned, a Notary Public in and for the State of Idaho, personally appeared LaVar M. Grover, known to me to be the President of the corporation that executed the instrument or the person(s) who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation 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)

Reed L. Mess
Notary Public for State of Idaho
Residing at: Idaho Falls
My Commission Expires: 2-26-98

424257

RECORDED AT THE REQUEST OF
MAR 30 1994
3:30 PM



IDAHO DEPARTMENT OF
WATER RESOURCES

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

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Governor Brad Little

Director Mathew Weaver

April 29, 2026

TATE MATHESON
669 E 1250 N
SHELLEY ID 83274-5025

Re: Change in Water Right Ownership: 27-7356 (Split into 27-7356 and 27-12365),

Dear Water Right Holder(s):

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of a portion of the above referenced water right(s) to you. The Department has modified its records based on the information received and has enclosed a computer-generated report for you.

Your portion of each water right(s) has a specified point of diversion, nature of use and place of use. If you plan to change the authorized point of diversion, nature of use, or place of use, including adding a new point of diversion, you must file an Application for Transfer of Water Right. If you do not plan to change any elements of your water right, then no further action is required at this time.

The portion of the water right retained by the original right holder retains the original water right number. The Department is sending the original right holder a copy of this letter and a computer-generated report showing the changes to the original water right.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing a Notice of Change in Water Right Ownership, the Department does not review the history of water use to determine if the right has been forfeited or deliberately abandoned 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 Idaho Code §§ 42-222 and 42-223.

Please note, water right owners are required to report any change of water right ownership and any change of mailing address to the Department within 120 days of the change. Reporting forms are available from any office of the Department, or from the Department's website.

If you have any questions concerning the enclosed information, please contact me at 208-497-3787.

Sincerely,

Jonie Bailly
Technical Records Specialist 1

Enclosure(s)

cc: LAVAR GROVER
BOYDE GROVER
WATER DISTRICT 120
BINGHAM GROUND WATER DISTRICT