

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, see #6 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
27-10449 <i>OK</i>	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: Roger Bray
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Jon Edward Bingham & Jenny Lou Bingham
New owner(s) as listed on the conveyance document Name connector ☒ and ☐ or ☐ and/or
- 525 Mailbox Rd Blackfoot ID 83203
Mailing address City State ZIP
- 208-681-2670 jon.bingham7@yahoo.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: 1/26/2018
6. If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed IRS Form W-9 for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed Lessor Designation form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).
7. This form must be signed and submitted with the following **REQUIRED** items:
☒ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
☒ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
☒ Filing fee (see instructions for further explanation):
 ☐ \$25 per *undivided* water right.
 ☐ \$100 per *split* water right.
 ☐ No fee is required for pending adjudication claims.
☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

8. Signature: Jenny Lou Bingham 1/26/2018
Signature of new owner/claimant Title, if applicable Date

Signature: Jon Edward Bingham 1/26/2018
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by JB Date 2/9/2018 Receipt No. E043717 Receipt Amt. \$25. - for this app.
 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 JB Processed by JB Date 2/15/2018

Instrument # 643128

BINGHAM COUNTY

10-22-2012 03:54:16 No. of Pages: 1

Recorded for : 2882 ROGER J. BRAY

SARA J. STAUB

Fee: 10.00

Ex-Officio Recorder Deputy

PERSONAL REPRESENTATIVE'S DEED

THIS DEED, made by Roger Bray, as Personal Representative of the estate of Clarence Bray, deceased, Grantor, to Roger Bray, Grantee, whose current address is 6 Debbie Drive, Pocatello, Idaho 83204.

WHEREAS, Grantor is the qualified Personal Representative of said estate, filed as Case No. CV-2012-0408, in Bingham County, Idaho;

THEREFORE, for valuable consideration received, Grantor QUITCLAIM, transfers, and conveys to Grantee the following described real property in Bingham County, Idaho:

Township 4 South, Range 34 East, Section 02. Reservation W ½ NWSE, Bingham, County.

with all appurtenances.

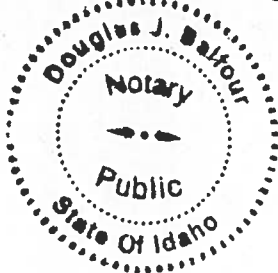
EXECUTED this 18 day of October, 2012.

Roger J. Bray
Personal Representative of the Estate of Clarence Bray,
deceased.

STATE OF IDAHO, COUNTY OF

Bannock

On this 18 day of October, 2012, before me, a notary in and for said State, personally appeared Roger Bray, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.



Douglas J. Balfour
Notary Public for Idaho

My Commission Expires: Commission Expires
June 5, 2016

643128

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
168 West Pacific Street/PO Box 868
Blackfoot, ID 83221

Instrument # 693922
BINGHAM COUNTY, IDAHO
2018-01-29 01:56:40 PM No. of Pages: 2
Recorded for: FIRST AMERICAN TITLE - BLACKFO
PAMELA W. ECKHARDT Fee: \$15.00
Ex-Officio Recorder Deputy JPulley
Index To: WARRANTY DEED
Electronically Recorded by Simplifile

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: **663427-B (vb)**

Date: **December 22, 2017**

For Value Received, **Viola Bray, spouse of Roger Bray**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Jon Edward Bingham and Jenny Lou Bingham, husband and wife**, hereinafter called the Grantee, whose current address is **525 Mailbox Rd, Blackfoot, ID 83221**, the following described premises, situated in **Bingham County, Idaho**, to-wit:

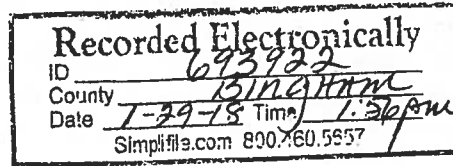
Township 4 South, Range 34 E.B.M., Bingham County, Idaho
Section 2: W $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its appurtenances, unto the said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
168 West Pacific Street/PO Box 868
Blackfoot, ID 83221



Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: **663427-B (vb)**

Date: **December 22, 2017**

For Value Received, **Viola Bray, spouse of Roger Bray**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Jon Edward Bingham and Jenny Lou Bingham, husband and wife**, hereinafter called the Grantee, whose current address is **525 Mailbox Rd, Blackfoot, ID 83221**, the following described premises, situated in **Bingham County, Idaho**, to-wit:

Township 4 South, Range 34 E.B.M., Bingham County, Idaho
Section 2: W $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its appurtenances, unto the said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

Date: 12/22/2017

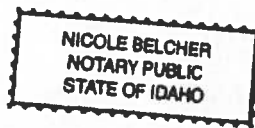
Warranty Deed
- continued

File No.: 663427-B (vb)

Viola Bray
Viola Bray

STATE OF Idaho)
COUNTY OF Bannock) ss.
12/28/17 nb

On this 7th before me, a Notary Public in and for said State, personally appeared **Viola Bray**, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.



Nicole Belcher
Notary Public for the State of Idaho
Residing at: _____
My _____ Commission Expires: _____

State of Idaho
Residing: Pocatello, Idaho
Comm. Expires: 10/26/2021

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
168 West Pacific Street/PO Box 868
Blackfoot, ID 83221

Instrument # 693923
BINGHAM COUNTY, IDAHO
2018-01-29 01:58:40 PM No. of Pages: 2
Recorded for: FIRST AMERICAN TITLE - BLACKFO
PAMELA W. ECKHARDT Fee: \$15.00
EX-Officio Recorder Deputy JPulley
Index To: WARRANTY DEED
Electronically Recorded by Simplifile

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: **663427-B (vb)**

Date: **January 19, 2018**

For Value Received, **Roger Bray, a married man**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Jon Edward Bingham and Jenny Lou Bingham, husband and wife**, hereinafter called the Grantee, whose current address is **525 Mailbox Rd, Blackfoot, ID 83221**, the following described premises, situated in **Bingham County, Idaho**, to-wit:

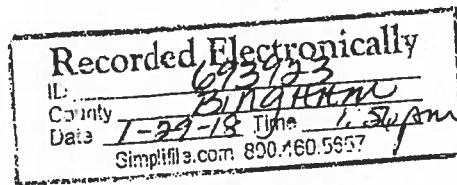
Parcel 1:
Township 4 South, Range 34 E.B.M., Bingham County, Idaho
Section 2: W $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its appurtenances, unto the said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
168 West Pacific Street/PO Box 868
Blackfoot, ID 83221



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WARRANTY DEED

File No.: **663427-B (vb)**

Date: **January 19, 2018**

For Value Received, **Roger Bray, a married man**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Jon Edward Bingham and Jenny Lou Bingham, husband and wife**, hereinafter called the Grantee, whose current address is **525 Mailbox Rd, Blackfoot, ID 83221**, the following described premises, situated in **Bingham County, Idaho**, to-wit:

Parcel 1:

Township 4 South, Range 34 E.B.M., Bingham County, Idaho

Section 2: W $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its appurtenances, unto the said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

Date: 01/19/2018

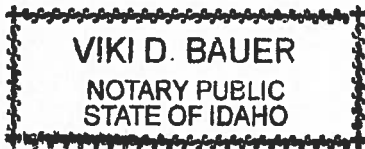
Warranty Deed
- continued

File No.: 663427-B (vb)

Roger Bray
Roger Bray

STATE OF Idaho)
COUNTY OF Bingham)
ss.

On this 26 day of January, 2018, before me, a Notary Public in and for said State, personally appeared **Roger Bray**, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.



Viki D. Bauer
Notary Public for the State of Idaho
Residing at: Blackfoot, ID
My Commission Expires: 3/29/20

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
168 West Pacific Street/PO Box 868
Blackfoot, ID 83221

Instrument # 693924
BINGHAM COUNTY, IDAHO
2018-01-29 01:56:40 PM No. of Pages: 2
Recorded for: FIRST AMERICAN TITLE - BLACKFO
PAMELA W. ECKHARDT Fee: \$15.00
Ex-Officio Recorder Deputy JPulley
Index To: WARRANTY DEED
Electronically Recorded by Simplifile

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WARRANTY DEED

File No.: **663427-B (vb)**

Date: **January 19, 2018**

For Value Received, **Peggy Jo Hayes, an unmarried woman**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Jon Edward Bingham and Jenny Lou Bingham, husband and wife**, hereinafter called the Grantee, whose current address is **525 Mailbox Rd, Blackfoot, ID 83221**, the following described premises, situated in **Bingham County, Idaho**, to-wit:

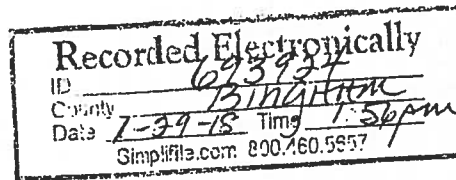
Township 4 South, Range 34 E.B.M., Bingham County, Idaho
Section 2: E $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its appurtenances, unto the said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
168 West Pacific Street/PO Box 868
Blackfoot, ID 83221



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WARRANTY DEED

File No.: **663427-B (vb)**

Date: **January 19, 2018**

For Value Received, **Peggy Jo Hayes, an unmarried woman**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Jon Edward Bingham and Jenny Lou Bingham, husband and wife**, hereinafter called the Grantee, whose current address is **525 Mailbox Rd, Blackfoot, ID 83221**, the following described premises, situated in **Bingham County, Idaho**, to-wit:

Township 4 South, Range 34 E.B.M., Bingham County, Idaho
Section 2: E $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its appurtenances, unto the said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

Date: 01/19/2018

Warranty Deed
- continued

File No.: 663427-B (vb)

Peggy Jo Hayes
Peggy Jo Hayes

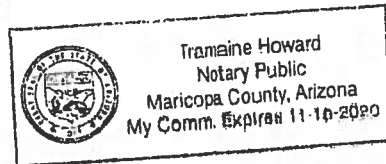
STATE OF Arizona)

ss.

COUNTY OF Maricopa)

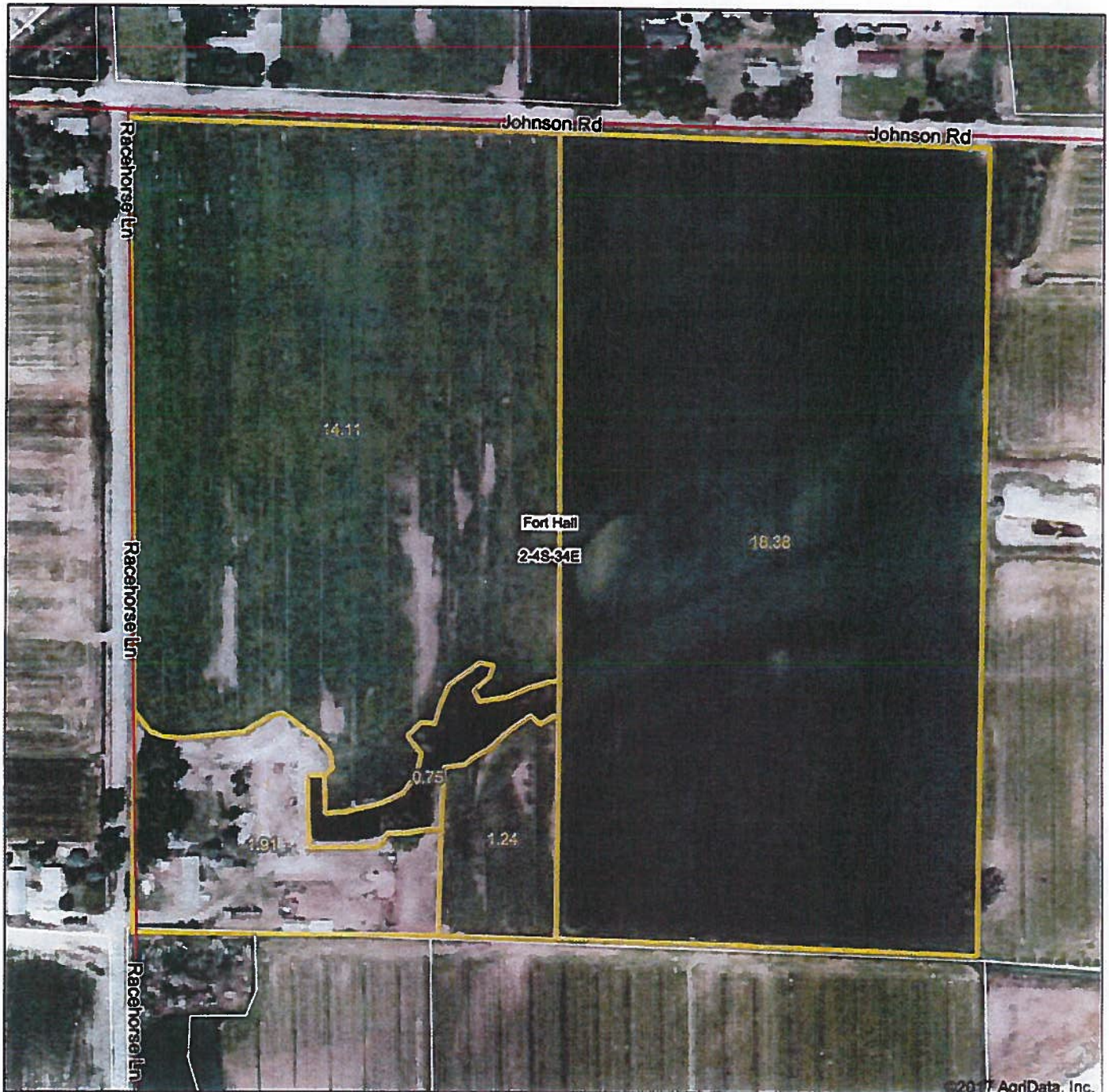
On this 19th day of January, 2018, before me, a Notary Public in and for said State, personally appeared **Peggy Jo Hayes**, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

[Signature]
Notary Public for the State
of Arizona
Residing at: Walla Walla
My Commission Expires: 11-16-2020



SUBJECT DATA

Aerial Map



Maps Provided By
surety
CUSTOMER ONLINE MAPPING
© AgriData, Inc. 2017 www.AgriDataInc.com

map center: 43° 6' 1.96, -112° 26' 38.1

0ft 240ft 479ft

2-4S-34E
Bingham County
Idaho



12/28/2017

Field borders provided by Farm Service Agency as of 5/21/2008

TOWN & COUNTRY APPRAISALS



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

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

February 16, 2018

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

JON EDWARD BINGHAM
JENNY LOU BINGHAM
525 MAILBOX RD
BLACKFOOT ID 83203

Re: Change in Ownership for Water Right No(s): 27-10449

Dear Water Right Holder(s):

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

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 of the owner of a water right, to the Department. Notice of the change must be provided to the Department within **120 days** of the change. Water right forms are available from any office of the Department, or at www.idwr.idaho.gov.

If you have any questions concerning the enclosed information, please contact me at (208) 525-7161.

Sincerely,

Jonie Barg
Technical Records Spec I

Enclosure(s)

cc: Water District 120
Idaho AgCredit