

RECEIVED

SEP 19 2013

Department of Water Resources
Eastern RegionSTATE 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.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
35-7582	Yes ☒		Yes ☐		Yes ☐
35-7582 35-14347 35-14348	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name:

D Cleon Bergeson

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s):

Richard & Beverly Salisbury

Name of each new owner as listed on the conveyance document

New owner continued

Name connector

☐ and☐ or☐ and/or

Mailing address

556 W 200 N ID 83221

City

State

ZIP

208-785-1725 NONE

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: _____

6. 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.

7. Signature:

Signature of new owner/claimant

Title, if applicable

Date

Signature:

Signature of new owner/claimant

Title, if applicable

Date

For IDWR Office Use Only:

Received by

Date

9/19/2013

Receipt No.

E039118

Receipt Amt.

\$100. -

Approved by

Processed by

JB

Date

9/26/2013

Form 42-248/42-1409(6) Rev. 07/10

SUPPORT DATA

IN FILE # 35-7582

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 # 652884
BINGHAM COUNTY, IDAHO
2013-09-17 10:35:47 AM No. of Pages: 2
Recorded for: FIRST AMERICAN TITLE - BLACKFO
SARA J. STAUB Fee: \$13.00
Ex-Officio Recorder Deputy SStaub
Index To: WARRANTY DEED
Electronically Recorded by Simplifile

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: **478522-B (vb)**

Date: **September 06, 2013**

For Value Received, **D. Cleon Bergeson and Janet O. Bergeson, also shown of record as Janet Bergeson, husband and wife**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Richard Salisbury and Beverly R. Salisbury, husband and wife**, hereinafter called the Grantee, whose current address is **556 West 200 North, Blackfoot, ID 83221**, the following described premises, situated in **Bingham County, Idaho**, to-wit:

PARCEL 1:

TOWNSHIP 2 SOUTH, RANGE 35 E.B.M., BINGHAM COUNTY, IDAHO
SECTION 30: ALL THAT PORTION OF THE E $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ OF SAID SECTION 30 LYING UPON THE WESTERLY SIDE OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT ON THE NORTH LINE OF A COUNTY ROAD MONUMENTED WITH AN IRON ROD $\frac{3}{4}$ INCH IN DIAMETER AND 24 INCHES LONG, WHICH POINT IS N.0°01'W. 30 FEET AND S.89°55'50"W. 1322.3 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 30; THENCE N.0°07'30"E. ALONG A FENCE 1315.48 FEET TO A POINT MONUMENTED WITH ANOTHER IRON ROD $\frac{1}{2}$ INCH IN DIAMETER AND 24 INCHES LONG AND LOCATED ON THE SOUTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 26, WHICH POINT IS N.0°01'W, 379.94 FEET AND N.54°42'50"W. 1616.71 FEET ALONG THE SOUTH LINE OF SAID U.S. HIGHWAY NO. 26 FROM THE SOUTHEAST CORNER OF SAID SECTION 30.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED TRACT:

BEGINNING AT A POINT ON THE NORTH LINE OF PIONEER WEST ROAD THAT IS N.89°48'00"E. ALONG THE SECTION LINE 1164.14 FEET AND N.02°25'40"E. 30.05 FEET FROM THE S $\frac{1}{4}$ CORNER OF SAID SECTION 30; THENCE N.02°25'40"E. 252.90 FEET; THENCE N.89°48'00"E. 121.90 FEET; THENCE S.00°01'33"W. ALONG A FENCE LINE THAT IS ON THE WEST SIDE OF AN ACCESS ROAD 252.63 FEET; THENCE S.89°48'00"W. ALONG SAID PIONEER WEST ROAD 132.50 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM:

BEGINNING AT A POINT THAT IS N.89°59'14"E. ALONG THE SECTION LINE 637.11 FEET AND N.00°19'14"E. 1251.32 FEET FROM THE SOUTH $\frac{1}{4}$ CORNER OF SAID SECTION 30 AND RUNNING THENCE N.00°19'14"E. 71.68 FEET; THENCE N.89°59'14"E. 609.38 FEET; THENCE S.00°57'05"W. 75.11 FEET; THENCE N.89°41'28"W. 608.54 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

PART OF THE SE $\frac{1}{4}$ OF SECTION 30, TOWNSHIP 2 SOUTH, RANGE 35 E.B.M., BINGHAM COUNTY, IDAHO, DESCRIBED AS:

Date: 09/06/2013

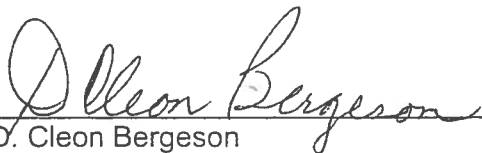
Warranty Deed
- continued

File No.: 478522-B (vb)

BEGINNING AT A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 26 THAT IS N.89°59'14"E. ALONG THE SECTION LINE 1300.62 FEET AND N.00°08'00"E. 1312.89 FEET FROM THE SOUTH ¼ CORNER OF SAID SECTION 30 AND RUNNING THENCE N.54°42'W. ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE 60.50 FEET; THENCE S.00°57'05"W. 42.88 FEET; THENCE N.81°41'18"E. 50.61 FEET TO THE POINT OF BEGINNING.

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.

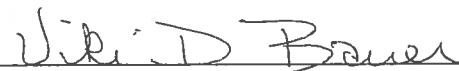
TO HAVE AND TO HOLD the said premises, with its appurtenances, unto the said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from 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.

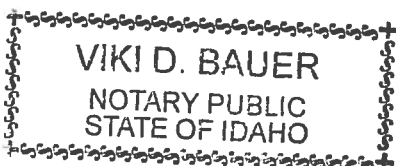

D. Cleon Bergeson


Janet O. Bergeson

STATE OF Idaho)
SS.
COUNTY OF Bingham)

On this 10 day of September, 2013, before me, a Notary Public in and for said State, personally appeared **D. Cleon Bergeson and Janet O. Bergeson**, 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.


Notary Public for the State of Idaho
Residing at: Blackfoot, ID
My Commission Expires: 3/29/14



Instrument # 652744

BINGHAM COUNTY

9-12-2013 01:38:41 No. of Pages: 1

Recorded for : 3770 D. CLEON/JANET BERGESON

SARA J. STAUB

Fee: 10.00

Ex-Officio Recorder Deputy

Cathy Miles

QUITCLAIM DEED

For Value Received

D. Cleon Bergeson & Janet O. Bergeson

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

Richard & Beverly Salisbury

whose address is 556 West 200 North Blackfoot, ID, 83221

herein after called the Grantee, the following described premises situated in Bingham County,

Idaho, to-wit:

Description: 35-7582 Water Certificate

together with its appurtenances.

Dated: Sept. 12 - 13

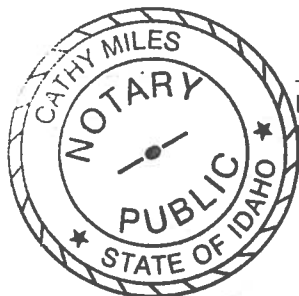
D. Cleon Bergeson
Signature

Janet O. Bergeson
Signature

STATE OF Idaho)
SS.

COUNTY OF Bingham)

On this 12th day of September, (date) before me, a Notary Public in and for said State, personally appeared D. Cleon & Janet O. Bergeson known or identified to me to be the person(s) whose name(s) subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.



Cathy Miles
Notary Public of Idaho
Residing at: Blackfoot Idaho
Commission Expires: 03/10/2018

652744

Salisbury / Bingham Water and Land Agreement

September 11, 2013

Salisbury Agreement:

- Provide irrigation water for Bingham property, approximately 30 acres, as long as Keith Salisbury has lease to Bingham property and as long as both parties own respective properties.
- Keith Salisbury owns wheel lines, which are currently on the Bingham property, and will maintain proper repair.
- In the event of sale of Bingham property or change in lease agreement, Keith Salisbury retains ownership of the wheel lines.
- Keith Salisbury will serve as representative of Salisbury property if Richard becomes unable to represent himself.

Bingham Agreement:

- Bingham agrees to pay the appropriate percentage: 30 acres (Bingham) 20 acres (Salisbury) portion of expense which might include; major pump repair, and maintenance of pump.
- Expense of main line for Bingham property will begin at point of diversion and will be maintained by the Bingham family.

Bingham and Salisbury families will continue to communicate openly and honestly in the future to negotiate terms of lease and maintenance of properties.

Carolyn Bingham

Carolyn Bingham

Beverly Truman

Beverly Truman

See Attached

Notary

All-purpose Acknowledgment

STATE OF Idaho, COUNTY OF Bingham

On Thursday, September 12, 2013 before me, the undersigned, a Notary Public in and for said State, personally appeared

☐ personally known to me -OR- ☐ proved to me on the basis of satisfactory evidence/ 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 in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature

Name (type or printed)

My commission expires:

Hugo Martinez
HUGO Martinez
11-13-2018



(Seal)