

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED
SEP 19 2013
Department of Water Resources
Eastern Region

Notice of Change in Water Right Ownership

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

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):

Carolyn Bingham ET AL

Name of each new owner as listed on the conveyance document

New owner continued

Name connector

☐ and

☐ or

☐ and/or

478 W. 200 N

Mailing address

Blackfoot, Id 83221

City

State

ZIP

208-785-0186

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.

May include additional property that has been sold off.

7. Signature: Carolyn Bingham

Signature of new owner/claimant

Title, if applicable

9-19-13
Date

Signature:

Signature of new owner/claimant

Title, if applicable

Date

For IDWR Office Use Only

Received by JLB

Date 9/19/2013

Receipt No. E039118

Receipt Amt. \$100.-

Approved by JLB

Processed by JLB

Date 9/26/2013

380375

GIFT DEED

THIS INDENTURE, made this 4th of May, 1989, between WINTLE A. BINGHAM, a widower, of Blackfoot, Idaho, the Party of the First Part, and BEVERLY TRUMAN, ROBERT J. BINGHAM, CHLODENE BINGHAM, and CAROLYN BINGHAM, each an undivided 1/4 interest, whose address is 545 West 100 North, Blackfoot, Idaho, party of the Second Part;

W I T N E S S T H:

That the Party of the first part desiring to give certain real estate to his children, and for the purpose of making such gift, does by these presents, give, grant, alien and confirm unto the said party of the second part, the following described parcel of land, situate, lying and being in the County of Bingham, State of Idaho:

A portion of the NE $\frac{1}{4}$ of Section 31, T. 2 S., R. 35 E., B.M., Bingham County, Idaho, described as:

Beginning at a point that is 982 feet west of the NE corner of said Section 31, and running thence West along said Section line to the NW corner of the NE $\frac{1}{4}$ of said Section 31; thence South along the west line of said NE $\frac{1}{4}$ to the intersection of said line with the right of way of the Salmon River Railroad; thence Southeasterly along the Northerly side of said right-of-way to a point due South of the point of beginning; thence due North 1335 feet, more or less, to the point of beginning; EXCEPTING THEREFROM Beginning at a point on East line of a county road, which is South 622.75 feet along the centerline of said Section 31 and 30 feet East from the N $\frac{1}{4}$ corner of said Section 31, and running thence South 150.2 feet to the Northerly right-of-way line of the Salmon River Railroad; thence South 69°32'15" E. along the North line of said right-of-way, 290 feet; thence North 150.2 feet; thence N. 69°32'15" W. 290 feet to the point of beginning.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, including all water and water rights, ditch and ditch rights.

RESERVING UNTO THE GRANTOR for his lifetime the right to possess, occupy, enjoy, and use severally and jointly to himself the above described property and any appurtenances thereon.

TO HAVE AND TO HOLD, all and singular the said premises, together with the appurtenances, unto the Party of the Second Part, and to their successors and assigns forever.

IN WITNESS WHEREOF, the Party of the First Part has hereunto set his hand and seal the day and year first above written.

Wintle A. Bingham
WINTLE A. BINGHAM

STATE OF IDAHO)
 : ss.
COUNTY OF BINGHAM)

On this 4th day of May, in the year 1989, before me a Notary Public of said State, personally appeared WINTLE A. BINGHAM, 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.

East line of Section 31 and 30 feet East from the N $\frac{1}{4}$ corner of said Section 31,
of said Section 31 and 30 feet East from the N $\frac{1}{4}$ corner of said Section 31,
and running thence South 150.2 feet to the Northerly right-of-way line of the
Salmon River Railroad; thence South 69°32'15" E. along the North line of said
right-of-way, 290 feet; thence North 150.2 feet; thence N. 69°32'15" W. 290
feet to the point of beginning.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances
thereunto belonging or in anywise appertaining, including all water and water
rights, ditch and ditch rights.

RESERVING UNTO THE GRANTOR for his lifetime the right to possess, occupy,
enjoy, and use severally and jointly to himself the above described property
and any appurtenances thereon.

TO HAVE AND TO HOLD, all and singular the said premises, together with the
appurtenances, unto the Party of the Second Part, and to their successors and
assigns forever.

IN WITNESS WHEREOF, the Party of the First Part has hereunto set his hand and
seal the day and year first above written.

Winnie A. Bingham
WINNIE A. BINGHAM

STATE OF IDAHO)
) ss.
COUNTY OF BINGHAM)

On this 4/1 day of May, in the year 1989, before me a Notary Public of said
State, personally appeared WINNIE A. BINGHAM, known or identified to me to be the
person whose name is subscribed to the within instrument, and acknowledged to me
that she executed the same.

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)