

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

RECEIVED
DEC 31 2012
Department of Water Resources
Eastern Region

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?
11-4071 <i>OK</i>	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Lowell and Marilyn Smart

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Idaho Fish and Game Commission

Name of each new owner as listed on the conveyance document

New owner continued Name connector ☐ and ☐ or ☐ and/or

600 S. Walnut

Mailing address

Boise

ID

83707

City

State

ZIP

208-334-3700

Telephone

Email

4. If the water rights and/or adjudication claims were split, how did the division occur?

- ☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.

5. Date you acquired the water rights and/or claims listed above: March 6, 1991

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]* Sec, Idaho Fish and Game Comm 12/21/12
Signature of new owner/claimant Title, if applicable Date

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

For IDWR Office Use Only:

Received by *[Signature]* Date 3/20/2013 Receipt No. B1110431 Receipt Amt. \$25.-
Approved by *[Signature]* Processed by *[Signature]* Date 3/25/2013

144704

BEAR LAKE COUNTY RECORD
JOHN P. ECKEN-7 OCT 1 PM 2 02
DEPUTY FEE 9.00

DEED OF DISTRIBUTION

THIS DEED, made this 5th day of August, 1987, between MARILYN BOLLAR, personal representative of the estate of Lowell Grant Smart, deceased, of Georgetown, County of Bear Lake, State of Idaho, the Party of the First Part, and MARILYN BOLLAR, of Georgetown, County of Bear Lake, State of Idaho, NANCY SILVEIRA, of Belmont, County of San Mateo, State of California and SARAH LOU PERALO, of Sunnyvale, County of Santa Clara, State of California, the Parties of the Second Part.

WHEREAS, Marilyn Bollar, Party of the First Part, is the duly appointed and acting personal representative of the Estate of Lowell Grant Smart, deceased; and

WHEREAS, Marilyn Bollar, Nancy Silveira and Sarah Lou Peralo, Parties of the Second Part, are entitled to receive distribution of the property hereafter described in this deed under the terms of the Last Will and Testament of the decedent and pursuant to the provisions of the Idaho Uniform Probate Code, to-wit:

Marilyn Bollar - 50% fee simple ownership interest
Nancy Silveira - 25% fee simple ownership interest
Sarah Lou Peralo - 25% fee simple ownership interest
as tenants in common.

NOW, THEREFORE, WITNESSETH, that the said Party of the First Part, for a valuable consideration, and for the purpose of distributing certain real property from the Estate of Lowell Grant Smart, deceased, does by these presents hereby distribute, grant, bargain, sell, convey and confirm unto the said Parties of the Second Part, as tenants in common, and to their heirs and assigns forever, in the ownership interests set forth above, all that certain parcel of land, situate, lying and being in the County of Bear Lake, State of Idaho, and more particularly described as follows:

SEE EXHIBIT "A" ATTACHED HERETO.

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

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

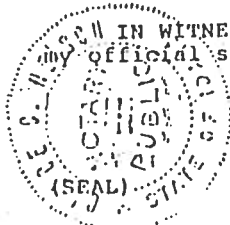
IN WITNESS WHEREOF, the said Party of the First Part has hereunto set her hand and seal the day and year first above written.

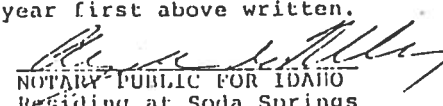

MARILYN BOLLAR

STATE OF IDAHO)
: ss
County of Caribou)

On this 5 day of August, 1987, before me the undersigned Notary Public, personally appeared MARILYN BOLLAR, 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 first above written.

 (SEAL)


NOTARY PUBLIC FOR IDAHO
Residing at Soda Springs

Recorded
Microfilmed
Indexed

Patented
Deed Card
Compared

Key Indexed
Master File
Abstracted

To Public Use

WARRANTY DEED

MARILYN BOLLAR, formerly Marilyn Widick,
dealing with her separate property,

of Burley

County of

GRANTOR
State of Idaho

hereby CONVEYS, GRANTS and WARRANTS TO KENT BINGHAM of West Jordan,
Utah, MARION BINGHAM of Honeyville, Utah, and EVAN BINGHAM of
Provo, Utah, as tenants in common,

of _____
County of _____

GRANTEES
State of _____

for the sum of TEN AND NO/100----- Dollars (\$10.00)

AND OTHER GOOD AND VALUABLE CONSIDERATION,

the following described tract(s) of land in

Bear Lake

County, State of Idaho

Parcel I:

Beginning at the Southeast Corner of Section 10,
Township 10 South, Range 43 East of the Boise
Meridian, and running

thence West 3649 feet, more or less, to a point
1631 feet East of the Southwest Corner of said
Section 10;

thence North 52° East 600 feet;

thence North 38°45' East 1500 feet;

thence North 55° East 525 feet;

thence North 47° East 397 feet to point on Jones
Canyon Road;

thence up canyon North 12°30' East 618 feet;

thence North 40°30' East 1228 feet;

thence North 57°30' East 204 feet;

thence North 34° East 420 feet;

thence North 64°15' East 140 feet to Forest Boundary
on East line of said Section 10;

thence South along East section line to Southeast
Corner, the point of beginning.

Parcel II:

Township 10 South, Range 43 East of the Boise Meridian:
Section 15: W $\frac{1}{2}$ NE $\frac{1}{4}$

Together with all water rights in anyway appurtenant thereto.
EXCEPTING THEREFROM and reserving unto Grantor an undivided
one-half ($\frac{1}{2}$) interest in all oil, gas, mineral, and geothermal
rights appurtenant thereto.

Location of above described property

House No.

Street

WITNESS the hand of said Grantors this

1st

day of November A.D. 1977

MARILYN BOLLAR

(NOTARY SEAL)

State of Idaho

County of XXXXXXXXX
Minidoka

ss.

On the 6th day of May A.D. 1977

personally appeared before me

MARILYN BOLLAR

the signer(s) of the within instrument, who duly acknowledged to me that he
executed the same.

(NOTARY PUBLIC)

Residing at:

Rupert, Idaho

My Commission expires:

Life

MAIL DEED TO:

KENT BINGHAM

3102 Skyvue Circle

West Jordan, Utah 84084

MAIL TAX NOTICE TO:

KENT BINGHAM

Name

Address

3102 Skyvue Circle

City & State West Jordan, Utah Zip 84084

STATE OF IDAHO,
County of Bear Lake

On this _____ day of July in the year 1971, before me
the undersigned, _____ a Notary Public in and for said County and State, personally appeared
Lowell G. Smart and Mary Ann Smart, husband and wife,

known to _____

to be the person or persons whose names are subscribed to the within 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.

Notary Public.

Residence and P. O. Address: Montpelier, Idaho.

My commission expires: _____



105467

WARRANTY DEED

Lowell G. Smart and Mary Ann

Smart, husband and wife,

70

Marilyn Smart, a single woman,

Dated July 15, 1971

STATE OF IDAHO,

County of Bear Lake ss.

I hereby certify that this instrument was filed for
record at the request of

Lowell G. Smart

at 30 minutes past 11

o'clock A. M., this 3rd day

of June, A. D. 1975

in my office and duly recorded in Book the

Microcopy microfiche records.

Patty Wallentine
Ex-Officio Recorder.

By _____
Deputy.

Fee, \$ 2.00

REC-RECORDED 82281, INC. 92271113 10443

INDEXED

WARRANTY DEED

FOR VALUE RECEIVED, Evan Bingham, whose address is P.O. Box 641, Snowflake, Arizona 85937, Kent Bingham and Shirley Bingham, husband and wife, whose address is 3102 Skyview Circle, West Jordan, Utah 84084, and Marlon Bingham and Rhonda Bingham, husband and wife, whose address is 7478 North 3600 West, Honeyville, Utah 84314 (collectively referred to in this deed as the "Grantors"), hereby grant, bargain, sell, assign, transfer, and convey to Rocky Mountain Elk Foundation, Inc., a Montana nonprofit corporation whose address is 2291 West Broadway, P.O. Box 8249, Missoula, Montana 59807-8249 (referred to in this deed as the "Grantee"), and to the successors and assigns of the Grantee, in fee simple forever, the real property located in Bear Lake County, Idaho, described as follows (referred to in this deed as the "Property"):

Section 10, Township 10 South, Range 43 East of the B.M.:

Beginning at the Southeast Corner of Section 10, and running thence West 3649 feet, more or less, to a point 1631 feet East of the Southwest Corner of said Section 10;

thence North 52° East 600 feet;

thence North 38°45' East 1500 feet;

thence North 55° East 525 feet;

thence North 47° East 397 feet to point on Jones Canyon Road;

thence up canyon North 12°30' East 618 feet;

thence North 40°30' East 1228 feet;

thence North 57°30' East 204 feet;

thence North 34° East 420 feet;

thence North 64° 15' East 140 feet to Forest Boundary on East line of said Section 10;

thence South along East section line to Southeast Corner; the point of beginning.

Section 15, Township 10 South, Range 43 East of the B.M.:

The West Half of the Northeast Quarter (W½NE¼).

TOGETHER WITH all improvements, rights, privileges, easements, reversions, remainders, rents, royalties, issues, and profits which are appurtenant to or obtained from the Property, including, without limitation, all water, water rights, ditches, ditch rights, timber rights, and mineral rights pertaining to the Property.

The Grantors covenant as follows:

1. That the Grantors own the Property in fee simple;

2. That the Property is free from all liens, encumbrances, easements, restrictions, and burdens except for the following:

(i) A patent in which the United States of America reserved all coal and other minerals, dated April 19, 1929, and recorded January 25, 1947, in Book 39 of Deeds, page 613, as instrument No. 59011, records of Bear Lake County, Idaho (affects the NE $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, and the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 10);

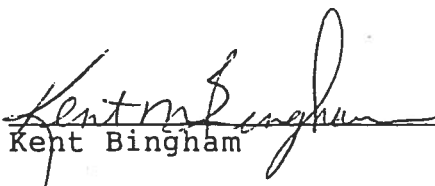
(ii) A Right of Way Easement granted to Idaho Power Company, recorded November 12, 1971, as Microfilm Instrument #97186, records of Bear Lake County, Idaho (affects property in Sections 10, 15, and 22);

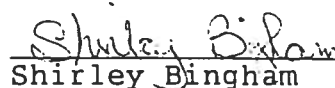
(iii) A reservation by Marilyn Bollar of an undivided 1/2 of all Oil, Gas, Mineral, and Geothermal Rights appurtenant to the portions of the Property in Section 10 and the N $\frac{1}{2}$ of Section 15, as set forth in a warranty deed recorded November 20, 1987, as Microfilm Instrument #145119, records of Bear Lake County, Idaho; and

(iv) Taxes and assessments which are not yet due and payable;

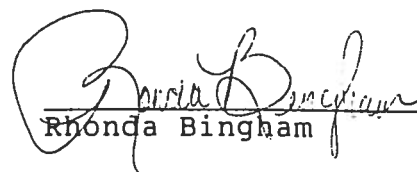
3. That the Grantors have the right and power to convey fee simple ownership of the Property to the Grantee;
4. That the Grantee will quietly enjoy the Property;
5. That the Grantors will, at the request of the Grantee or the Grantee's heirs and assigns, execute or obtain any reasonable further assurances of the title to the Property; and
6. That the Grantors will forever warrant the title to the Property and defend the Grantee against all persons who claim a lawful interest in the Property.

IN WITNESS WHEREOF, the Grantors have executed this deed on MARCH 6, 1991.


Kent Bingham


Shirley Bingham


Marlon Bingham


Rhonda Bingham

152075

Evan Bingham
Evan Bingham

STATE OF ARIZONA)
COUNTY OF Navajo) :ss

On Jan. 31, 1991, before me, the undersigned notary public, personally appeared Evan Bingham known to me to be the person whose name is subscribed to the above instrument, and acknowledged to me that he executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal on the date set forth above.

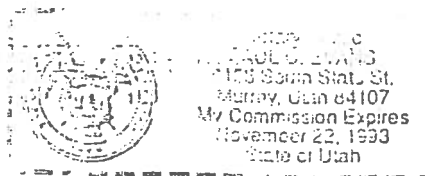
[Signature]
Notary Public, residing at Snow Lake, Ariz.
My commission expires on 2-22-92

STATE OF UTAH)
COUNTY OF Salt Lake) :ss

On 7 FEB 91, 1991, before me, the undersigned notary public, personally appeared Kent Bingham and Shirley Bingham, husband and wife, known to me to be the persons whose names are subscribed to the above instrument, and acknowledged to me that they executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal on the date set forth above.

Paul C. Evans
Notary Public, residing at WCS & Jordan
My commission expires on 11-22-93



STATE OF Idaho)
COUNTY OF Bear Lake) ss.

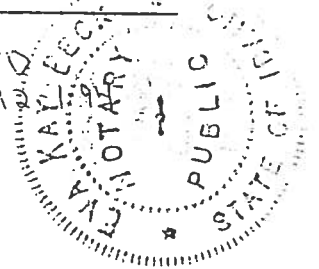
On this 6th day of March, 1991 before me, the undersigned, a notary public in and for said state, personally appeared

MARLON BINGHAM and RHONDA BINGHAM, husband and wife

known to me to be the persons whose names are subscribed to the within 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.

Kay Beck
Notary Public
Residing at: Ovid, ID
Commission Expires: 12-31-92



'91 MAR 6 PM 1 41
Cindy Lyon #122
DEPUTY FEE

BEAR LAKE COUNTY RECORDER
JOHN P. ECKHART

152075

WARRANTY DEED

THIS INDENTURE is made and entered into this 6 day of March 6, 1991, by and between ROCKY MOUNTAIN ELK FOUNDATION, INC., a Montana non-profit corporation, Grantor, with principal offices at 2291 West Broadway, Missoula, Montana 59807-8249, and the Idaho Department of Fish and Game, Grantee, with principal offices at P.O. Box 25, Boise, Idaho 83707.

WITNESSETH

That the Grantor, pursuant to resolution of its Board of Directors, duly and regularly adopted, has bargained and sold and by these presents does grant, bargain, sell, assign, transfer, convey, and confirm unto the Grantee, its successors and assigns forever, the following described real property situated in the County of Bear Lake, State of Idaho, to-wit:

Section 10, Township 10 South, Range 43 East of the B.M.:

Beginning at the Southeast Corner of Section 10, and running thence West 3649 feet, more or less, to a point 1631 feet East of the Southwest Corner of said Section 10;
 thence North 52° East 600 feet;
 thence North 38°45' East 1500 feet;
 thence North 55° East 525 feet;
 thence North 47° East 397 feet to point on Jones Canyon Road;
 thence up canyon North 12°30' East 618 feet;
 thence North 40°30' East 1228 feet;
 thence North 57°30' East 204 feet;
 thence North 34° East 420 feet;
 thence North 64° 15' East 140 feet to Forest Boundary on East line of said Section 10;
 thence South along East section line to Southeast Corner; the point of beginning.

Section 15, Township 10 South, Range 43 East of the B.M.:

The West Half of the Northeast Quarter (W½NE¼).
 The Southeast Quarter (SE¼).

Section 22, Township 10 South, Range 43 East of the B.M.:

N½NE¼, EXCEPTING THEREFROM:
 Commencing at the NW Corner of Section 22;
 thence North 89°56' East 2640 feet;
 thence South 1020 feet to the Northwest Corner of the herein described tract of land for the TRUE POINT OF BEGINNING;

thence South 300 feet;
 thence North 89°56' East 300 feet;
 thence North 300 feet;
 thence South 89°56' West 300 feet to the point of
 beginning.

Section 28, Township 10 South, Range 43 East of the B.M.:

N $\frac{1}{2}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$, and SE $\frac{1}{4}$ SW $\frac{1}{4}$, EXCEPTING
 THEREFROM: 50 feet Northeast and 50 feet Southwest of
 the center line of the Oregon Short Line Railway.

Section 34, Township 10 South, Range 43 East of the B.M.:

NW $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$, and the North 33 rods of
 NE $\frac{1}{4}$ NE $\frac{1}{4}$.

TOGETHER WITH ALL AND SINGULAR the tenements,
 hereditaments, and appurtenances thereunto belonging or in
 anywise appertaining, and all the estate, right, title,
 interest, claim, or demand whatsoever of the Grantor, either in
 law or equity of, in and to the above bargained premises.

TO HAVE AND TO HOLD the said premises above bargained and
 described with the appurtenances, unto the Grantee, its
 successors and assigns forever.

The Grantor, for itself, its successors and assigns, does
 covenant, grant, its successors and assigns, that it is seized
 of the premises conveyed in fee simple, and has good right,
 title, lawful authority to grant, bargain, sell, and convey the
 same; and, that the premises are free and clear of all former
 or other grants, bargains, sales, liens, taxes, assessments,
 and encumbrances of any kind whatsoever, except the following:

(i) A patent in which the United States of America
 reserved all uranium, thorium, or any other material which
 is or may be determined to be peculiarly essential to the
 production of fissionable materials, dated November 2,
 1949, and recorded on February 2, 1951, in Book 42 of
 Deeds, Page 489, as Instrument No. 64786, Records of Bear
 Lake County, Idaho (affects the W $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 15,
 and the N $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 22);

(ii) A patent in which the United States of America
 reserved all coal and other minerals, together with the
 right to prospect for, mine, and remove the same, dated
 July 7, 1928, and recorded October 8, 1928, in Book 30 of
 Deeds, page 349, as instrument No. 32047, records of Bear
 Lake County, Idaho (affects the NW $\frac{1}{4}$ NE $\frac{1}{4}$ and the
 NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 34);

(iii) A patent in which the United States of America reserved all coal and other minerals, dated April 19, 1929, and recorded January 25, 1947, in Book 39 of Deeds, page 613, as instrument No. 59011, records of Bear Lake County, Idaho (affects the NE $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, and the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 10);

(iv) A Right of Way Contract granted to Pacific Northwest Pipeline Corporation, recorded July 12, 1955, in Book 8 of Miscellaneous, page 98, as Instrument #70583, records of Bear Lake County, Idaho (affects property in Sections 27, 34, and 35);

(v) A Right of Way Contract granted to Northwest Pipeline Corporation, recorded October 4, 1955, in Book 8 of Miscellaneous, page 228, as Instrument #70998, records of Bear Lake County, Idaho (affects property in Section 22);

(vi) A Pole Line Easement granted to Utah Power & Light Company, recorded January 30, 1970, as Microfilm Instrument #93980, records of Bear Lake County, Idaho (affects property in Sections 22, 26, and 35);

(vii) A Right of Way Easement granted to Idaho Power Company, recorded November 12, 1971, as Microfilm Instrument #97186, records of Bear Lake County, Idaho (affects property in Sections 10, 15, and 22);

(viii) A reservation by Lowell G. Smart of 50% of all oil, gas, and mineral rights appertaining to the portions of the Property in Sections 22, 26, 27, 28, 34, 35, and the SE $\frac{1}{4}$ of Section 15, as revealed by a Memorandum of Real Estate Contract recorded April 22, 1981, as Microfilm Instrument #124491, records of Bear Lake County, Idaho;

(ix) A reservation by Marilyn Bollar of an undivided 1/2 of all Oil, Gas, Mineral, and Geothermal Rights appurtenant to the portions of the Property in Section 10 and the N $\frac{1}{2}$ of Section 15, as set forth in a warranty deed recorded November 20, 1987, as Microfilm Instrument #145119, records of Bear Lake County, Idaho;

(x) A grazing lease for the 1991 grazing season granted by the Seller to Albert F. Bingham and Ruth M. Bingham, husband and wife; Evan Bingham; Kent Bingham and Shirley Bingham, husband and wife; and Marlon Bingham and Rhonda Bingham, husband and wife; and

(xi) Taxes and assessments which are not yet due and payable.

The Grantor warrants and will defend the premises in the quiet and peaceable possession of the Grantee, its successors,

152077

and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof..

IN WITNESS WHEREOF, the Grantor has caused this indenture to be executed by its duly authorized officers, and its corporate seal to be hereunto affixed, the day and year in this instrument first above written.

ROCKY MOUNTAIN ELK FOUNDATION, INC.

By Robert W. Munson
Robert W. Munson
Executive Director

STATE OF MONTANA)
COUNTY OF MISSOULA) ss.

On this 29th day of JANUARY, 1991, before me, the undersigned notary public in and for said State, personally appeared Robert W. Munson, known 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 in this certificate first above written.



Dee S. Dain
Notary Public for the State of MONTANA
County of MISSOULA
My commission expires 14 APRIL 1993.

0041L

BEAR LAKE COUNTY RECORDER
JOAN P. EBORN
'91 MAR 6 PM 1 46
Cindy Olson #1220
DEPUTY FEE

152077