

Transfer No. 71368
 Receipt No. S026018

**STATE OF IDAHO
 DEPARTMENT OF WATER RESOURCES
 APPLICATION FOR TRANSFER OF WATER RIGHT
 PART 1**

1. Applicant Information ALLEN WILLIAMS
 PO BOX 1753
 HAILEY ID 83333

Amended

Will this transfer result in an ownership change? ☒ Yes ☐ No

2. Current Water Right

Part 2 Attached for Each Right

	Origin/Basis	Rate	Volume	Acre Limit	Total Acres	Source
37-20564	AJC/License	0.04			3.0	GROUND WATER

3. Purpose of Transfer (Change Proposed)

Part 3A Attached for Each Proposed Right

Part 3B Attached for Each Split Right

Right	Split	POD	POU	Add POD	Period of Use	Nature of Use
37-20564	NO	YES	NO	NO	NO	NO

Describe the reason for the proposed changes

Provide allow for diversion of irrigation water right from existing domestic well to supply water to Lot 1 Magic Ranch Subdivision No. 1

4. FOR CHANGES IN NATURE OF USE ONLY

A. Describe the expected quantity of the return flows and location of discharge after the proposed change

Does not apply

B. Describe the effects on other water uses resulting from the proposed change

Does not apply

5. Total Amounts Transferred

	Rate	Acre Limit	Total Acres	Volume
37-20564	0.04 cfs		3.0	
TOTAL	0.04 cfs		3.0	

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JAN 27 2006

Department of Water Resources
 Southern Region

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STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1

I hereby assert that no one will be injured by such change and that the change does not constitute an enlargement in use of the original right. The information contained in this application is true to the best of my knowledge. I understand that any willful misrepresentations made in this application may result in voiding its approval.

Allen B. Williamson

(Signature of Applicant)

OWNER

(Title or Office)

Subscribed and sworn to before me this

27th

day of

January

, 20

06



[Signature]

(Notary Public)

My commission expires

6/30/2006

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**IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2**

Current Water Right No. 37-20564

Priority Date: October 30, 1974
Origin: Adjudication Claim
Basis: License
Status: Active

Source: GROUND WATER

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>	<u>Subuse Code</u>
IRRIGATION	05/01 10/01	0.04 CFS		
	Total Diversion	0.04 CFS		

Source and Point(s) of Diversion:

GROUND WATER SWNW Sec. 1 Twp 02S Rge 17E BLAINE County

GROUND WATER SWSE Sec. 11 Twp 02S Rge 17E CAMAS County

PLACE OF USE: IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				
			<u>NE</u>	<u>NW</u>	<u>SW</u>	<u>SE</u>	<u>NE</u>	<u>NW</u>	<u>SW</u>	<u>SE</u>	<u>NE</u>	<u>NW</u>	<u>SW</u>	<u>SE</u>	<u>NE</u>	<u>NW</u>	<u>SW</u>	<u>SE</u>	<u>Totals</u>
02S	17E	2															3.0		3.0

Total Acres: 3

Conditions/Remarks:

1. A measuring device of a type approved by the Department shall be permanently installed and maintained as part of the diverting works.

Documentation of Ownership of the Current Place of Use

Is this property subject to any liens, deeds of trust, mortgages, or contracts or other encumbrances? YES

Describe the effect on the current place of use for this water right if the place of use is changed pursuant to this transfer. Does not apply

To your knowledge, has any portion of the water right undergone a period of five(5) or more consecutive years of non-use? NO

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**IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 3A**

Proposed Water Right No. 37-20564

Priority Date: October 30, 1974

Origin: Adjudication Claim

Basis: License

Status: Active

Source: GROUND WATER

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>	<u>Subuse Code</u>
IRRIGATION	05/01 10/01	0.04 CFS		
	Total Diversion	0.04 CFS		

Source and Point(s) of Diversion:

GROUND WATER SENESE Sec. 2 Twp 02S Rge 17E CAMAS County

Describe the proposed diversion system

Point of Diversion # 1 WELL, PUMP & SPRINKLER.

PLACE OF USE: IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				
			<u>NE</u>	<u>NW</u>	<u>SW</u>	<u>SE</u>	<u>NE</u>	<u>NW</u>	<u>SW</u>	<u>SE</u>	<u>NE</u>	<u>NW</u>	<u>SW</u>	<u>SE</u>	<u>NE</u>	<u>NW</u>	<u>SW</u>	<u>SE</u>	<u>Totals</u>
02S	17E	2															3.0		3.0

Total Acres: 3

T71368 Williams



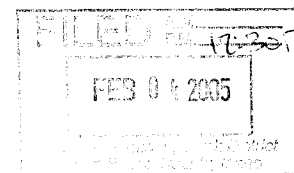
1320 0 1320 2640 3960 Feet

-  T71368 pu.shp
-  GCDB02S17E GCDB
-  Claim POD
-  PLSS Section LinesGcdb_sections.shp

ADM
01/27/2006

COPY

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Post Office Box 3310
Ketchum, ID 83340
Telephone: (208) 725-0055
Facsimile: (208) 725-0076



Attorneys for Plaintiff

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BLAINE

HEATHER J. WILLIAMS,

Plaintiff,

vs.

ALLEN B. WILLIAMS,

Defendant.

Case No. CV-05-00017

DECREE OF DIVORCE

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JAN 27 2006

Department of Water Resources
Southern Region

THIS CAUSE came on before the Court on the plaintiff's complaint for divorce. The record indicates the Complaint for Divorce was filed in this action by the plaintiff, that service of the Summons and Complaint for Divorce upon the defendant was made, and that the parties have submitted a Stipulation For Entry of Decree of Divorce referring to a Marital Settlement Agreement, dated JANUARY 31, 2005 pursuant to which all issues were compromised and settled.

The Court, after having been fully advised and informed this matter was fully submitted, examined the pleadings filed herein, and on the basis thereof, finds and concludes as follows:

1. Plaintiff is now, and for more than six (6) weeks last past and next preceding the

DECREE OF DIVORCE- 1

10342-001

us is now possessed of any property not listed herein, or that one of us had made, without the consent of the other, any gift or transfer of community property other than as set forth herein, each of us covenants and agrees to pay the other, on demand, an amount equal to one-half (1/2) of the fair market value of such property.

4. Magic Ranch Property. Concurrent with the execution of this Agreement and the accompanying Stipulation for Entry of Decree of Divorce, the parties shall execute a quitclaim deed conveying their property described as Lot 1, Magic Ranch Subdivision No. 1, Camas County, Idaho (the "Property") to Allen as his sole and separate property. In consideration for the foregoing, Allen will assume full liability for, and indemnify Heather against any and all liability arising in any way from, all amounts due or payable in the future on any loan taken out by the parties with respect to the Property, including Sun Trust Mortgage Inc. Loan Number 0133819870. Both parties agree to cooperate in the assignment of said loans by, among other things, executing all documents necessary or advisable to effect the assignment..

5. Tax Matters. The parties acknowledge the existence of the Domestic Relations Tax Reform Act (Title IV, Subtitle B, P.L. 98-369, enacted into law on July 18, 1984). Consistent with that federal law the parties agree as follows:

a. During the period of their marriage, the parties have filed certain income tax returns. If a deficiency assessment is proposed by any taxing authority on any of the returns filed during the period of the marriage (and provided that the tax returns pertain to income, deductions, credit or other matters arising during the period of the marriage), the party receiving notice of that proposed deficiency assessment shall give the other party immediate notice thereof in writing. The parties shall each pay all of the amount ultimately determined to be due, together with interest and penalties, if any on their separate returns. Nothing herein shall

herein contained, to bear their own costs for attorney fees incurred in the preparation and execution of this Agreement and subsequent divorce.

4. Attorney Fees. In the event any dispute arises with regard to the interpretation or enforcement of any provision of this Agreement, the prevailing party shall be entitled to reasonable attorney fees and costs with or without litigation and including appeals.

5. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original for all purposes.

WITNESS our signatures the day and year first above written.

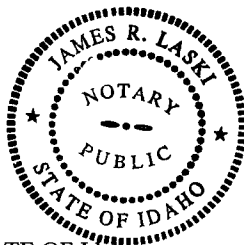
Heather J. Williams
Heather J. Williams

Allen B. Williams
Allen B. Williams

STATE OF IDAHO)
) ss.
County of Blaine)

On this 31 day of January, 2005, before me, the undersigned, a Notary Public in and for said County and State, personally appeared **Heather J. Williams**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same.

WITNESS my hand and official seal.

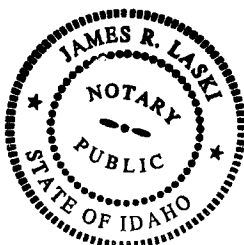



Name: James R Laski
Notary Public for Idaho
Residing at Blaine County
My commission expires 03/08/2005

STATE OF Idaho)
) ss.
County of Blaine)

On this 31st day of January, 2005, before me, the undersigned, a Notary Public in and for said County and State, personally appeared **Allen B. Williams**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

WITNESS my hand and official seal.




Name: James R Laski
Notary Public for Idaho
Residing at Blaine County
My commission expires 03/08/2005

Recorded at the Request of

Allen William 3
at 4:30 P
Feb 1, 2005
in Book 35 Page 27
of Deeds

When Recorded, return to:



ROLLIE BENNETT
CAMAS COUNTY RECORDER

By: Balmer D. Waller
Fees \$ 6.00

78183

GRANT DEED

GRANTOR, ALLEN WILLIAMS and HEATHER J. WILLIAMS, husband and wife

whose current address is PO BOX 1753, HAILEY, IDAHO 83333

for a good and valuable consideration does hereby GRANT, SELL AND CONVEY unto ALLEN WILLIAMS, a married man as his sole and separate property

GRANTEE, whose address is PO BOX 1753, HAILEY, IDAHO 83333
the following described real property situate in the County of CAMAS, State of Idaho:

LOT 1 MAGIC RANCH SUBDIVISION NO. 1, Camas County, Idaho filed in the office of the County Recorder April 1, 2003 as Instrument No. 76003.

Parcel Number: RP02S17E027200

TOGETHER WITH all hereditaments, tenements, and appurtenances thereunto appertaining.

To have and to hold the property granted by this deed to grantee, and grantee's heirs and assigns forever. And grantor covenants that grantor has not done or suffered anything whereby the described property has been encumbered in any way whatever.

Dated: January 18, 2005

Allen Williams
ALLEN WILLIAMS

Heather J. Williams
HEATHER J. WILLIAMS

State of IDAHO

SS.

County of BLAINE

On this 18th day of January, 2005, before me, the undersigned, a Notary Public, in and for said State, personally appeared ALLEN WILLIAMS

known to me, and/or identified to me on the basis of satisfactory evidence, to be the person(s) whose name is/are subscribed to the within instrument and acknowledged to me that he executed the same.

WITNESS MY HAND AND OFFICIAL SEAL.

Notary Public

Residing at: KETCHUM

Commission Expires: July 09, 2005



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JAN 27 2006

Department of Water Resources
Southern Region

State of IDAHO

SS.

County of

On this 31st day of January, 2005, before me, the undersigned, a Notary Public, in and for said State, personally appeared HEATHER J. WILLIAMS

_____, known to me, and/or identified to me on the basis of satisfactory evidence, to be the person(s) whose name is/are subscribed to the within instrument and acknowledged to me that she executed the same.

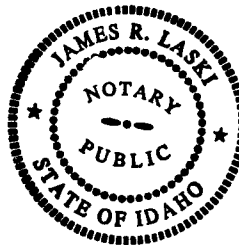
WITNESS MY HAND AND OFFICIAL SEAL.

(SEAL)



Notary Public

Residing at: Blaine County
Commission Expires: March 8, 2005



RECEIVED

JAN 27 2005

Department of Water Resources
Southern Region