

RECEIVED
NOV 15 2005
Department of Water Resources
Southern Region

Transfer No. 72416
Receipt No. S028164

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

1. Applicant Information GUY M WEECH
238 S HWY 27
BURLEY ID 83318
(208)678-4577

Will this transfer result in an ownership change? X Yes

2. Current Water Right

Part 2 Attached for Each Right

	Origin/Basis	Rate	Volume	Acre Limit	Total Acres	Source
45-10363	WR/Decreed	0.04				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
45-10363	NO	NO	NO	YES	NO	NO

Describe the reason for the proposed changes

Add second well because old one dries up two months every year. BID Shares

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

N/A

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

N/A

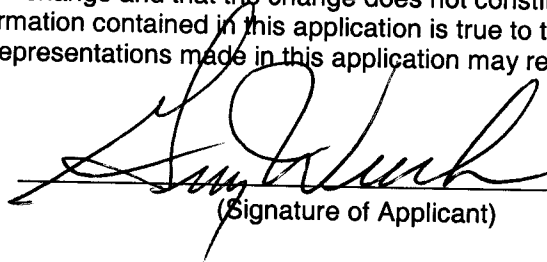
5. Total Amounts Transferred

	Rate	Acre Limit	Total Acres	Volume
45-10363	0.04 cfs			
TOTAL	0.04 cfs			

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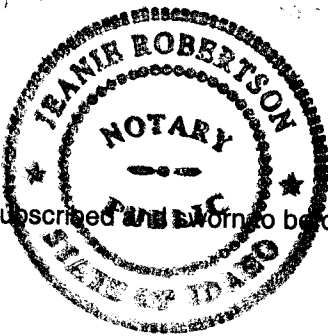
STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1

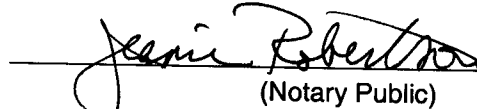
I hereby assert that no one will be injured by such change and that the change does not constitute an enlargement in use of the original right. The information contained in this application is true to the best of my knowledge. I understand that any willful misrepresentations made in this application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


(Signature of Applicant)

(Title or Office)

Subscribed and sworn to before me this 15th day of November, 2005.




(Notary Public)

My commission expires 9-23-06

Transfer No. 72416
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**IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2**

Current Water Right No. 45-10363

Priority Date: June 16, 1979
Origin: Water Right
Basis: Decreed
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>
DOMESTIC	1/01 12/31	0.04 CFS		
	Total Diversion	0.04 CFS		

Source and Point(s) of Diversion:

GROUND WATER SENW Sec. 5 Twp 11S Rge 23E CASSIA County

PLACE OF USE: DOMESTIC

Twp	Rge	Sec	NE				NW				SW				SE				
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
11S	23E	5								X									

Conditions/Remarks:

1. THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000 GALLONS PER DAY.
2. THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE.
3. STOCKWATER, 8 BEEF CATTLE.
RPT11SR23E5401A RPT11SR23E4651A

Describe the effect on the current place of use for this water right if the place of use is changed pursuant to this transfer

None

Transfer No. 72416
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Proposed Water Right No. 45-10363

Status: Active

<u>Beneficial Use</u>	<u>From To</u>	<u>Diversion Rate</u>	<u>Volume</u>	<u>Subuse Code</u>
DOMESTIC	01/01 12/31	0.04 CFS		
	Total Diversion	0.04 CFS		

GROUND WATER SENW Sec. 5 Twp 11S Rge 23E CASSIA County

Point of Diversion # 2 57 ft WELL W/6 inches CASING AND SUBMERSIBLE PUMP.

PLACE OF USE: DOMESTIC

Twp Rge Sec	NE	NW	SW	SE	NW	SW	SE	SW	SE	SE	SE	Totals
11S 23E 5	<u>NE</u>	<u>NW</u>	<u>SW</u>	<u>SE</u>	<u>NE</u>	<u>NW</u>	<u>SW</u>	<u>SE</u>	X <u>NE</u>	<u>NW</u>	<u>SW</u>	<u>SE</u>

31

32

6

5

7

8

existing well
proposed well

T11S
R23E



JV 15 2005

305034

WARRANTY DEED

Department of Water Resources
Southern Region

#40504

For Value Received

BYRON L. MARTIN and LOIS C. MARTIN, AS CO-TRUSTEES OF THE BYRON AND LOIS MARTIN TRUST AGREEMENT DATED NOVEMBER 12, 1991 AND THEIR SUBSTITUTES AND SUCCESSORS AS TRUSTEE THEREUNDER

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto

GUY WEECH, a married man contracting with his sole and separate property
Address: 238 South Highway 27, Burley, ID 83318

Hereinafter called the Grantee, the following described premises situated in Cassia County, Idaho, to-wit:

SEE ATTACHED EXHIBIT "A"

TOGETHER WITH all water and water rights, ditches and ditch rights used thereon or appurtenant thereto

SUBJECT TO:

All reservations in patents or deeds in the chain of title.

Taxes for 2005 and subsequent years, a lien, but not yet due or payable.

Assessments of the Burley Irrigation District and the rights and powers of said District as by law provided.

Road Maintenance And Easement Agreement by and between Dan Duffin, Sheila Duffin, Byron Martin, Lois Martin, Tab Smith, Tami Smith, Trent Vorwaller and Joannee Vorwaller, dated August 27, 1991 and recorded August 10, 1994 as Instrument No. 232385 on Film No. 258, records of Cassia County, Idaho. ALTERATION OF PRIVATE ROAD EASEMENT AND AMENDMENT TO ROAD MAINTENANCE AND EASEMENT AGREEMENT dated October 17, 2005 and recorded October 26, 2005 as Instrument No. 304792, records of Cassia County, Idaho. TO HAVE AND TO HOLD, the said premises, with their appurtenances unto the said Grantee and to the successors heirs and assigns of the Grantee forever. The Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all incumbrances except as above described and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: October 31, 2005

BYRON L. MARTIN and LOIS C. MARTIN, AS CO-TRUSTEES OF THE BYRON AND LOIS MARTIN TRUST AGREEMENT DATED NOVEMBER 12, 1991 AND THEIR SUBSTITUTES AND SUCCESSORS AS TRUSTEE THEREUNDER

BY:

Michael J. Martin
MICHAEL J. MARTIN, Co-Trustee

BY:

Gary L. Martin
GARY L. MARTIN, Co-Trustee

LAND TITLE & ESCROW

RECORDED
NOTES & INSTRUMENTS OF

2005 NOV 7 PM 4 25

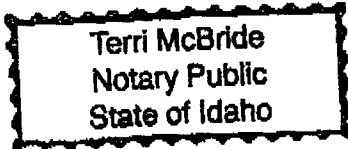
FEE \$12.00 DEPUTY

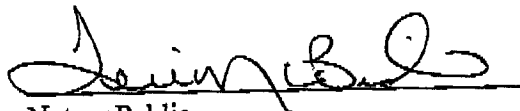
CASSIA COUNTY, IDAHO
LARRY A. MICKELSEN
RECORDER

305034

STATE OF IDAHO)
) ss.
COUNTY OF CASSIA)

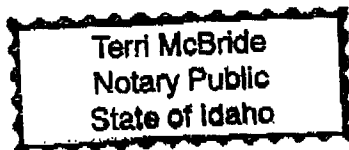
On this 2nd day of ~~October~~^{November}, 2005, before me, the undersigned, a Notary Public in and for said State, personally appeared Michael J. Martin, known or identified to me to be the person whose name is subscribed to the within instrument as Co- Trustee of the Byron and Lois Martin Trust, and acknowledged to me that he executed the same as such Co-Trustee.




Notary Public
Residing at: Rupert
My Commission expires: 2-5-08

STATE OF IDAHO)
) ss.
COUNTY OF CASSIA)

On this 2nd day of ~~October~~^{November}, 2005, before me, the undersigned, a Notary Public in and for said State, personally appeared Gary L. Martin, known or identified to me to be the person whose name is subscribed to the within instrument as Co- Trustee of the Byron and Lois Martin Trust, and acknowledged to me that he executed the same as such Co-Trustee.



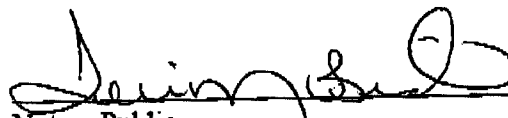

Notary Public
Residing at: Rupert
My Commission expires: 2-5-08

EXHIBIT "A"

PARCEL NO. A:

TOWNSHIP 11 SOUTH, RANGE 23 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 5:

A portion of the SE $\frac{1}{4}$ NW $\frac{1}{4}$, more particularly described as follows:

Commencing at the 5/8 inch rebar marking the Northeast corner of the said NW $\frac{1}{4}$ of said Section 5, and running thence along the East line thereof South 0°38'54" West 1374.09 feet to the 5/8 inch rebar marking the Northeast corner of the said SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 5; thence along the East line thereof South 0°39'46" West 712.25 feet; thence leaving said East line South 89°38'46" West 28.72 feet to a ½ inch rebar marking the intersection of the West right of way line of State Highway 27 with the North line of that real property conveyed as Parcel No. 2 to the Martin Trust by Instrument No. 216208; thence along said North line South 89°38'46" West 335.43 feet to a ½ inch rebar set thereon; thence continuing along said North line South 89°38'46" West 149.70 feet to the ½ inch rebar marking the Northeast corner of the real property conveyed to the Martin Trust as Parcel No. 1 by said Instrument No. 216208, last said rebar being the True Point Of Beginning; Thence along the East line of said Parcel No. 1 South 0°25'24" West 604.90 feet to a ½ inch rebar set on the South bank of an irrigation ditch; Thence continuing along said East line South 0°25'24" West 2.66 feet to the intersection thereof with the South line of the said NW $\frac{1}{4}$ of Section 5; Thence along said South line South 89°31'53" West 150.00 feet to the intersection with the West line of said Parcel No. 1; Thence along said West line North 0°25'24" East 3.23 feet to a ½ inch rebar set on the South bank of an irrigation ditch; Thence continuing along last said West line North 0°25'24" East 604.63 feet to the Northwest corner of said Parcel No. 1; Thence along the North line thereof North 89°38'46" East 74.00 feet to a ½ inch rebar set thereon; Thence continuing along last said North line North 89°38'46" East 76.00 feet to the True Point of Beginning.

-Continued-

CONTINUATION

PARCEL NO. B:

A non-exclusive easement for ingress and egress for the benefit of Parcel No. A as created by Road Maintenance And Easement Agreement dated August 27, 1991 and recorded August 10, 1994 as Instrument No. 232385 on Film No. 258, and Amended by Alteration of Private Road Easement and Amendment to Road Maintenance and Easement Agreement dated October 17, 2005 and recorded October 26, 2005 as Instrument No. 304792, records of Cassia County, Idaho, more particularly described as follows:

TOWNSHIP 11 SOUTH, RANGE 23 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 5:

A portion of the SE $\frac{1}{4}$ NW $\frac{1}{4}$, more particularly described as follows:

Commencing at the $\frac{3}{8}$ inch rebar marking the Northeast corner of the aforesaid Northwest quarter of Section 5, and running thence along the east line thereof South 0°38'54" West 1374.09 feet to the $\frac{3}{8}$ inch rebar marking the Northeast corner of the aforesaid SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 5; Thence along the east line thereof South 0°39'46" West 712.25 feet; Thence leaving said east line South 89°38'46" West 28.72 feet to a $\frac{1}{2}$ inch rebar marking the intersection of the west right-of-way line of State Highway 27 and the True Point of Beginning;

Thence along said west right-of-way South 0°19'25" West 20.00 feet;

Thence South 89°38'46" West 894.65 feet;

Thence North 0°19'25" East 40.00 feet;

Thence North 89°38'46" East 894.65 feet to the west right-of-way line of State Highway 27;

Thence South 0°19'25" East 20.00 feet to the True Point of Beginning.

CERTIFICATE OF SALE

OF LANDS LYING WITHIN THE BOUNDARIES OF THE BURLEY IRRIGATION DISTRICT

We THE BYRON AND LOIS MARTIN TRUST AND
(name and mailing address of Seller)

GUY WEECH 238 SOUTH HIGHWAY 27 BURLEY, IDAHO 83318 do
(name and mailing address of Buyer)

hereby certify that we are the SELLER and the BUYER respectively, of the following described real property situated in CASSIA County, State of Idaho, to-wit:

SEE ATTACHED EXHIBIT "A"

containing _____ acres of irrigable land.

WE FURTHER CERTIFY that: This sale of land is evidenced by: warranty deed ☒ , contract in escrow ☐ , secured contract ☐ ;

that the party responsible for payment of the irrigation district's assessments and/or charges is:

for prior year or years SELLER , current year BUYER ;
(SELLER OR BUYER) (SELLER OR BUYER)

that the effective date of this transaction is OCTOBER 31, 2005 , 19__.

THE BYRON AND LOIS MARTIN TRUST

BY:
Seller MICHAEL J. MARTIN, Co-Trustee

Guy Weech
Buyer GUY WEECH

BY:
Seller GARY L. MARTIN, Co-Trustee

Buyer _____

QUITCLAIM DEED ESCROW INSTRUCTIONS

Escrow No. 40504

To: LAND TITLE AND ESCROW, INC.
211 West 13th Street
Burley ID 83318

RE: WEECH

As a condition of the loan, my lender requires that the property be vested in the name of **Guy Weech**, a married man contracting with his sole and separate property. You are instructed to prepare a Quitclaim Deed from **Pamela L. Weech** to **Guy Weech**, a married man contracting with his separate property, and obtain **her** signature on the Quitclaim Deed and record the Quitclaim Deed in the records of Cassia County, Idaho.

The undersigned understand that her interest in the property will cease, or be materially affected by the execution and recordation of the Quitclaim Deed. Land Title and Escrow, Inc. has requested that I consult with an attorney. My signature appears on the Quitclaim Deed after either consulting with an attorney or having the opportunity to do so. The undersigned understands that Land Title and Escrow, Inc. is preparing the Quitclaim Deed solely at my and my lenders request, and agrees to indemnify and hold Land Title and Escrow, Inc. harmless from and against actions or damages that may be incurred by reason of you having prepared said Quitclaim Deed.



Pamela L. Weech

QUITCLAIM DEED

40504

For Value Received

PAMELA L. WEECH, wife of GUY WEECH

Hereinafter called the grantor, hereby remises, releases, and forever Quitclaims unto

GUY WEECH, a married man contracting with his sole and separate property
ADDRESS: 238 South Highway 27, Burley, Idaho 83318

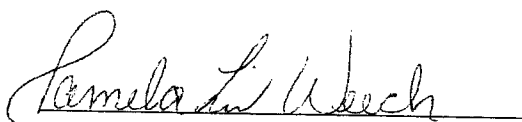
Hereinafter called the grantee, the following described premises, in Cassia County, Idaho to-wit:

SEE ATTACHED EXHIBIT "A"

The herein described property and all income therefrom is by this conveyance to be the sole and separate property of the Grantee.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto said Grantee, and the grantee's heirs and assigns forever.

Dated: October 31, 2005


PAMELA L. WEECH

STATE OF IDAHO)
) ss.
COUNTY OF CASSIA)

On this ____ day of October, 2005, before me, the undersigned, a Notary Public in and for said State, personally appeared Pamela L. Weech, known or identified to me to be the person whose name subscribed to the within instrument, and acknowledged to me that she executed the same.

Notary Public
Residing at:
My Commission expires:

EXHIBIT "A"

PARCEL NO. A:

TOWNSHIP 11 SOUTH, RANGE 23 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 5:

A portion of the SE¼NW¼, more particularly described as follows:

Commencing at the 5/8 inch rebar marking the Northeast corner of the said NW¼ of said Section 5, and running thence along the East line thereof South 0°38'54" West 1374.09 feet to the 5/8 inch rebar marking the Northeast corner of the said SE¼NW¼ of Section 5; thence along the East line thereof South 0°39'46" West 712.25 feet; thence leaving said East line South 89°38'46" West 28.72 feet to a ½ inch rebar marking the intersection of the West right of way line of State Highway 27 with the North line of that real property conveyed as Parcel No. 2 to the Martin Trust by Instrument No. 216208; thence along said North line South 89°38'46" West 335.43 feet to a ½ inch rebar set thereon; thence continuing along said North line South 89°38'46" West 149.70 feet to the ½ inch rebar marking the Northeast corner of the real property conveyed to the Martin Trust as Parcel No. 1 by said Instrument No. 216208, last said rebar being the True Point Of Beginning; Thence along the East line of said Parcel No. 1 South 0°25'24" West 604.90 feet to a ½ inch rebar set on the South bank of an irrigation ditch; Thence continuing along said East line South 0°25'24" West 2.66 feet to the intersection thereof with the South line of the said NW¼ of Section 5; Thence along said South line South 89°31'53" West 150.00 feet to the intersection with the West line of said Parcel No. 1; Thence along said West line North 0°25'24" East 3.23 feet to a ½ inch rebar set on the South bank of an irrigation ditch; Thence continuing along last said West line North 0°25'24" East 604.63 feet to the Northwest corner of said Parcel No. 1; Thence along the North line thereof North 89°38'46" East 74.00 feet to a ½ inch rebar set thereon; Thence continuing along last said North line North 89°38'46" East 76.00 feet to the True Point of Beginning.

-Continued-

CONTINUATION

PARCEL NO. B:

A non-exclusive easement for ingress and egress for the benefit of Parcel No. A as created by Road Maintenance And Easement Agreement dated August 27, 1991 and recorded August 10, 1994 as Instrument No. 232385 on Film No. 258, and Amended by Alteration of Private Road Easement and Amendment to Road Maintenance and Easement Agreement dated October 17, 2005 and recorded October 26, 2005 as Instrument No. 304792, records of Cassia County, Idaho, more particularly described as follows:

TOWNSHIP 11 SOUTH, RANGE 23 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 5:

A portion of the SE $\frac{1}{4}$ NW $\frac{1}{4}$, more particularly described as follows:

Commencing at the $\frac{5}{8}$ inch rebar marking the Northeast corner of the aforesaid Northwest quarter of Section 5, and running thence along the east line there of South 0°38'54" West 1374.09 feet to the $\frac{5}{8}$ inch rebar marking the Northeast corner of the aforesaid SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 5; Thence along the east line thereof South 0°39'46" West 712.25 feet; Thence leaving said east line South 89°38'46" West 28.72 feet to a $\frac{1}{2}$ inch rebar marking the intersection of the west right-of-way line of State Highway 27 and the True Point of Beginning;

Thence along said west right-of-way South 0°19'25" West 20.00 feet;

Thence South 89°38'46" West 894.65 feet;

Thence North 0°19'25" East 40.00 feet;

Thence North 89°38'46" East 894.65 feet to the west right-of-way line of State Highway 27;

Thence South 0°19'25" East 20.00 feet to the True Point of Beginning.