

Page 1 of 6STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESTransfer No. 71809

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 1

Name of applicant Mecham Bros. & Doyle Mecham Phone 209-5498 / 684-3875
Post Office address 1321 W 400 So Pingree Idaho 83262

A. PURPOSE OF TRANSFER

1. ☒ Change point of diversion ☐ Add diversion point(s) ☐ Change place of use
☐ Change nature of use ☐ Change period of use ☐ Other _____

2. Describe the reason for the proposed changes we have recently purchased the property described T3S R33E Sec. 25 S 1/2 SW 1/4, except the West 165 ft., and wish to change the Point of Diversion from the neighboring farm owned by Ladd and Jane Carter to our farm.

B. DESCRIPTION OF RIGHT(S) OR PORTION THEREOF, AFTER THE REQUESTED CHANGE

1. Right Number 35-8718 Priority 4-3-89 Amount (cfs/ac-ft) 1.24 cfs Nature of Use Irrigation Period of Use 4-1 to 10-31
2. Total amount of water being transferred 1.24 cubic feet per second and/or _____ acre-feet per annum.
3. Source of water Groundwater tributary to _____
4. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Local name for diversion
	NW	SE		26	03S	33E	Bingham	Olson farm - South well
	NW	SW		25	35	33E	Bingham	Drop

5. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
03S	33E	25											25	37					62

Total acres 62FROM 17 44
TO 18 44

248

82.667

71809

PART 1

6. General Information:

a. Description of diversion system 150 HP Pump + motor 100' lift

b. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts? L Yes _____ No. If yes, provide a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes.

c. Describe the affect on the land now irrigated if the place of use is changed pursuant to this transfer:

no change of the place of use

d. Remarks:

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Transfer of Water Rights No. _____

And said application is hereby _____, subject to the following limitations and conditions:

Witness my hand this _____ day of _____, 19 _____.

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page 3 of

Page 1

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

Transfer No. 71809
Receipt No. _____

Current Water Right No. 35-8718

Priority Date: 04/03/1989
Origin: Water Right
Basis: License
Status: Active

Source: GROUND WATER

Tributary to:

Beneficial Use	From To	Diversion Rate	Volume	Subuse Code
IRRIGATION	04/01 10/31	1.24 CFS	248.0 AFA	
Total Diversion		1.24 CFS	248.0 AFA	

Source and Point(s) of Diversion:

GROUND WATER SWNW 03S 33E 36 BINGHAM

PLACE OF USE: IRRIGATION

Twp Rge Sec	NE	NW	SW	SE	Totals
03S 33E 25	NE	NW	SW	SE	25.0 37.0 62.0

Total Acres: 62

Conditions/Remarks:

1. The use of water under this right shall not give rise to any claim against the holder of a senior water right based upon the theories of forfeiture, abandonment, adverse possession, waiver, equitable estoppel, estoppel by laches or customary preference.
2. This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.0 afa per acre at the field headgate for irrigation of the lands above.
3. Rights 35-7113B, 35-7947, 35-8741B and 35-8718 when combined shall not exceed a total diversion rate of 3.03 cfs.
4. Rights 35-7113B, 35-7947 and 35-8741B are also diverted through the point of diversion described above.

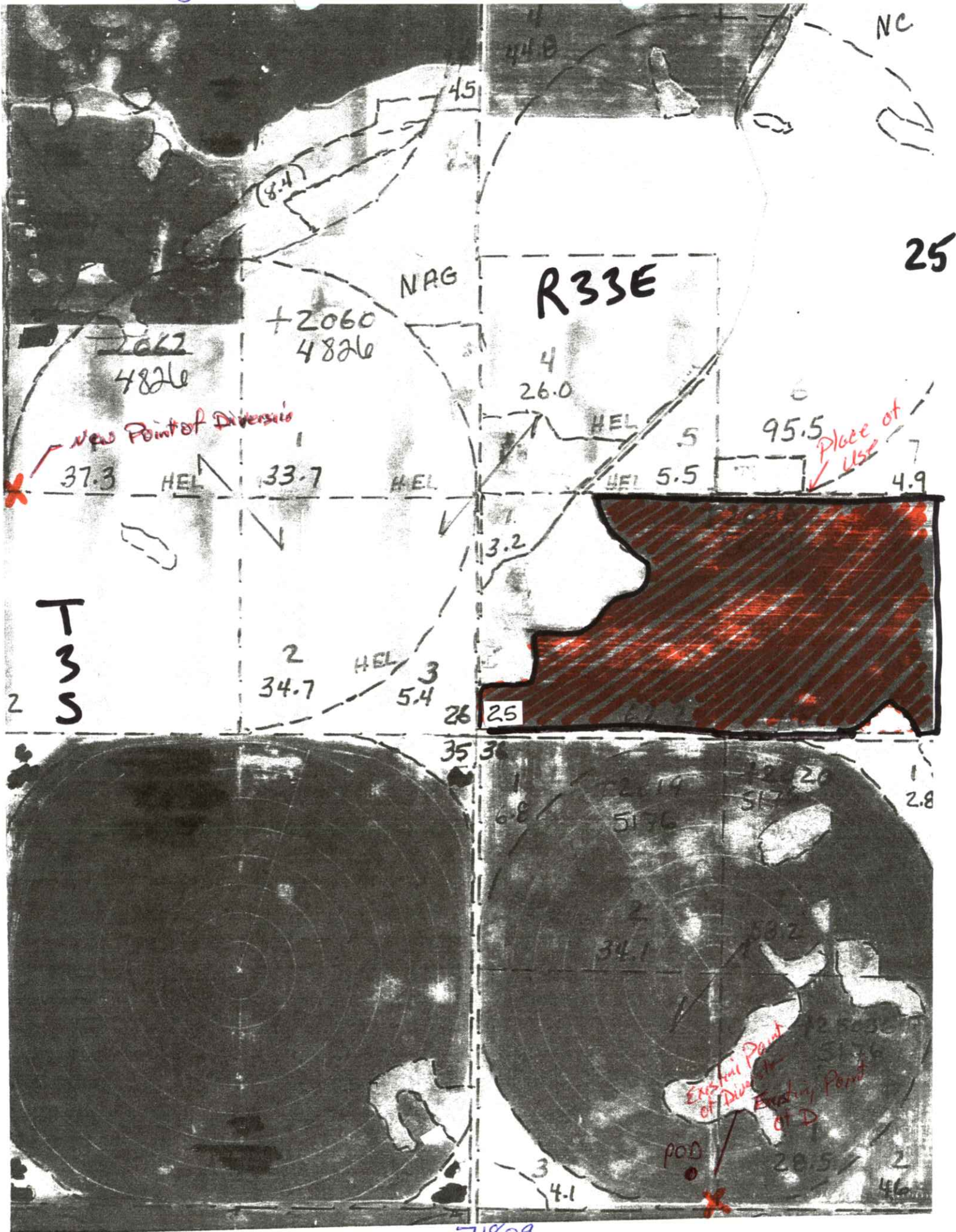
Documentation of Ownership of the Current Place of Use warranty deed

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 NONE WILL CONTINUE TO IRRIGATE

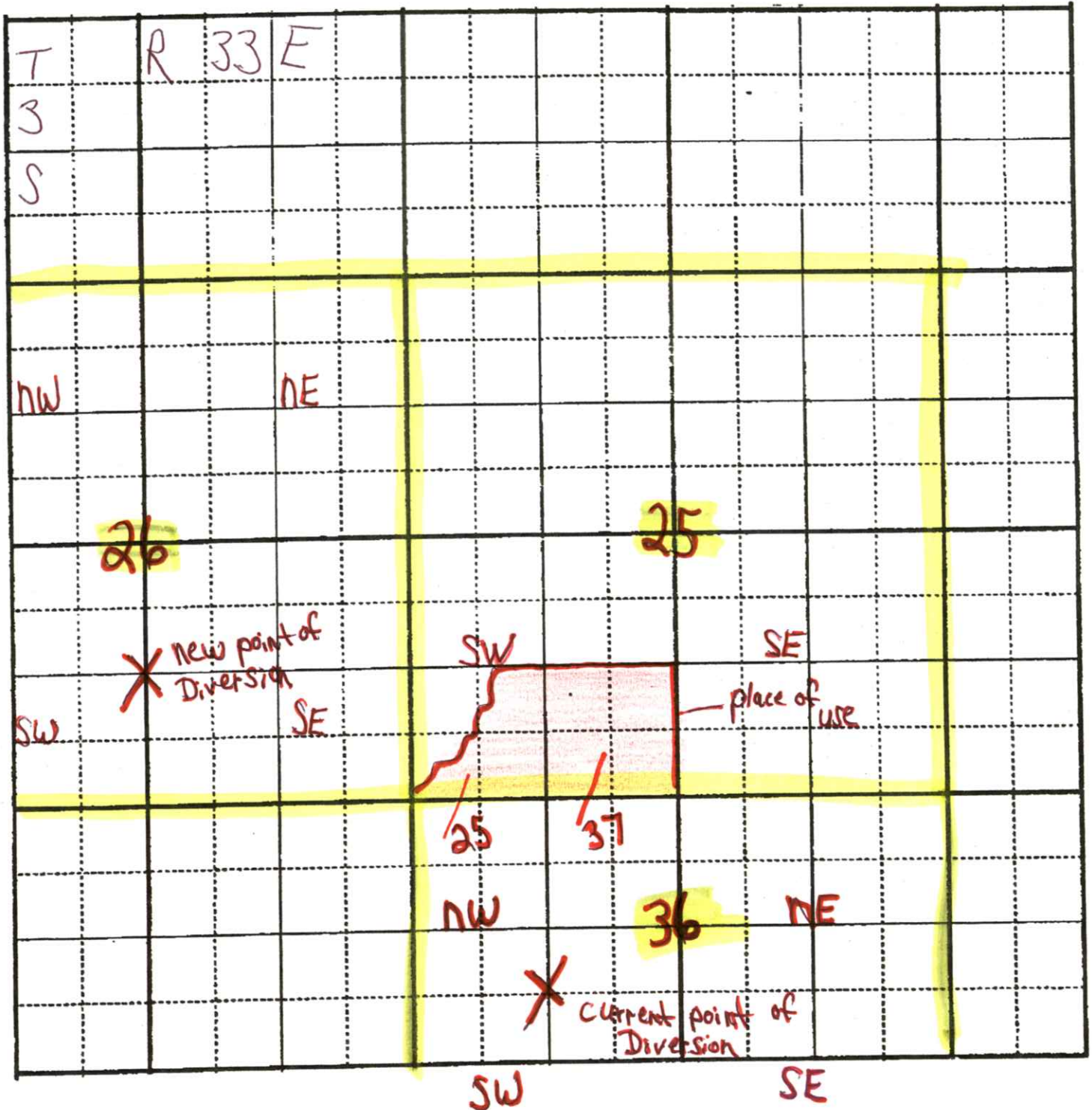
To your knowledge, has any portion of the water right undergone a period of five(5) or more consecutive years of non-use? NO

71809



STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 3

A. Draw a map or attach a USGS map indicating the new point(s) of diversion and/or the new place of use for rights described in part 1. Clearly depict the land by section, township and range number.



SCALE: 2 inches equal 1 mile. Draw plan in ink.

PART 3

B. CHANGES IN NATURE OF USE

1	New Nature of Use	Amount (cfs/ac-ft)	Hours/days/year	Period of Use
	<u>None</u>			to
				to

2. Quantity and quality of return flows and location of discharge:

N/A

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

no change

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.



Subscribed and sworn to before me this

Day after tomorrow for Medium Bros
(Signature of Applicant)

2nd day of March, 18 2004

Marsha McBride
(Notary Public)

My commission expires

5/26/04

FOR DEPARTMENT USE ONLY

Transfer contains 6 pages and 5 attachmentsReceived by KawDate 3/2/2004

Protest filed by

Prelim. check by

Fee \$290⁰⁰ E029575Received by KawDate 3/2/2004Published in Morning News

Copies of protest forwarded by

Pub. dates

Hearing held by Date

Watermaster recommendation requested on

Recommended for ☐ approval ☐ denial

rec'd.

by

Copy of transfer sent to lien holder

ZIONS BANK

BLACKFOOT OFFICE

Zions First National Bank

P. O. Box 945

Blackfoot, Idaho 83221

(208) 785-7899

FAX (208) 785-7894

February 27, 2004

Idaho Department of Water Resources

Re: Mecham Brothers

Dear Sirs,

Zions Bank as lien holder on real estate owned by the Mecham Brothers, give permission to transfer point of diversion of water rights on real property described as T3S R33E S1/2, SW1/4 OF SEC25. NE1/4 OF SEC 26 AND SE1/4 OF SEC 26.

Sincerely,


William D Hudson
Vice President

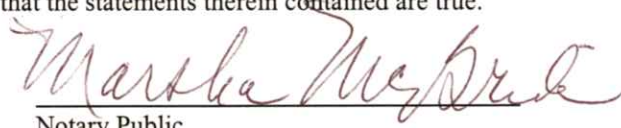
State of Idaho)

S.S

County of Bingham)

I, Marsha McBride, a notary public, do hereby certify that on this 27th day of February, 2004, personally appeared before me William D. Hudson, who, being by me first duly sworn, declared that he is the Commercial Loan Officer of Zions First National Bank, that he signed the foregoing document as Commercial Loan Officer, of the corporation, and that the statements therein contained are true.





Notary Public

My Commission Expires on 3/26/04

ATTACHMENT T 71809
1 OF 5

B48860

WARRANTY DEED

532364

For Value Received **Trudy Joy Ganske, and Tron Lee Crumley and Kymberly Crumley, husband and wife**

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

Mecham Brothers Partnership

whose address is: **1321 West 400 South, Pingree, Idaho 83262**

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

The S $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 25, Township 3 South, Range 33, E.B.M., Bingham County, Idaho, LESS the West 165 feet.

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.

Dated: September 17, 2003

Trudy Joy Ganske
Trudy Joy Ganske
Tron Lee Crumley
Tron Lee Crumley
Kymberly Crumley
Kymberly Crumley

FIRST AMERICAN TITLE COMPANY

RECORDED AT THE REQUEST OF

2003 SEP 22 PM 4:12

FILED
BINGHAM COUNTY, IDAHO
BLACKFOOT, IDAHO

STATE OF Idaho

),ss.

COUNTY OF BINGHAM

On this 22nd day of September, 2003, before me Lori Day, personally appeared Trudy Joy Ganske, known or identified to me (or proved to me on the oath of), to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged to me that she executed the same.

Lori Day
Notary Public of Idaho
Residing at Blackfoot, Idaho
Commission Expires: 10/21/03



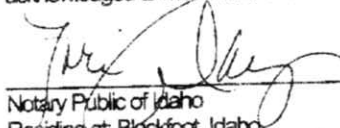
ATTACHMENT T 71809 2 OF 5

STATE OF Idaho

ss.

COUNTY OF BINGHAM

On this 18th day of September, 2003, before me Lori Day, personally appeared Tron Lee Crumley, known or identified to me (or proved to me on the oath of), to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged to me that he executed the same.


Notary Public of Idaho
Residing at Blackfoot, Idaho
Commission Expires: 10/21/03

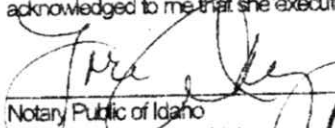


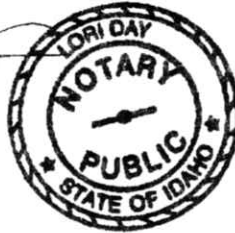
STATE OF Idaho

ss.

COUNTY OF BINGHAM

On this 18th day of September, 2003, before me Lori Day, personally appeared Kymberly Crumley, known or identified to me (or proved to me on the oath of), to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged to me that she executed the same.


Notary Public of Idaho
Residing at Blackfoot, Idaho
Commission Expires: 10/21/03



532364

B48860

WARRANTY DEED

532364

For Value Received **Trudy Joy Ganske, and Tron Lee Crumley and Kymberly Crumley, husband and wife**

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whose address is: **1321 West 400 South, Pingree, Idaho 83262**

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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.

Dated: September 17, 2003

Trudy Joy Ganske
Trudy Joy Ganske

Tron Lee Crumley
Tron Lee Crumley

Kymberly Crumley
Kymberly Crumley

FIRST AMERICAN TITLE COM

RECORDED AT THE REQUEST OF

2003 SEP 22 PM 4:12

BINGHAM COUNTY RECORDER
BLACKFOOT, IDAHO
FEE 4-DEP 2

STATE OF Idaho

COUNTY OF BINGHAM

ss.

ATTACHMENT T 71809
4 OF 5

On this 22nd day of September, 2003, before me Lori Day, personally appeared Trudy Joy Ganske, known or identified to me (or proved to me on the oath of), to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged to me that she executed the same.

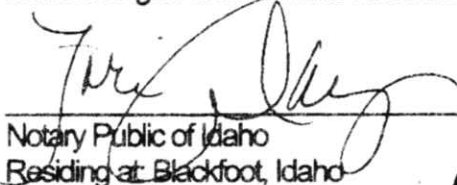
LORI DAY

STATE OF Idaho

ss.

COUNTY OF BINGHAM

On this 18th day of September, 2003, before me Lori Day, personally appeared Tron Lee Crumley, known or identified to me (or proved to me on the oath of), to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged to me that he executed the same.


Notary Public of Idaho
Residing at Blackfoot, Idaho
Commission Expires: 10/21/03

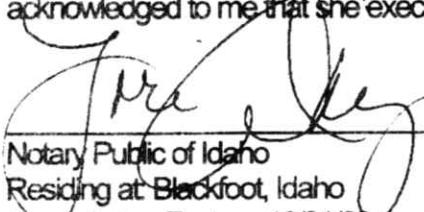


STATE OF Idaho

ss.

COUNTY OF BINGHAM

On this 18th day of September, 2003, before me Lori Day, personally appeared Kymberty Crumley, known or identified to me (or proved to me on the oath of), to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged to me that she executed the same.


Notary Public of Idaho
Residing at Blackfoot, Idaho
Commission Expires: 10/21/03

