

(Internet)

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Transfer No. 71177

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1

Name of applicant Mecham Bros % Doyle Mecham or Blake A Mecham Phone 209-5498/684-3875
Post Office address 1321 W 400 So Pingree Id 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 Better utilization of water
change POU/POD ADD POD

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

1. Right Number	Priority	Amount (cfs/ac-ft)	Nature of Use	Period of Use
<u>35-08975</u>	<u>1-22-92</u>	<u>3.20</u>	<u>Irrigation</u>	<u>4-1</u> to <u>10-31</u>
_____	_____	_____	_____	_____ to _____
_____	_____	_____	_____	_____ to _____
_____	_____	_____	_____	_____ to _____

2. Total amount of water being transferred 3.20 cubic feet per second and/or _____ acre-feet per annum.

3. Source of water ground water tributary to _____

4. Point(s) of Diversion:

Lot	%	%	%	Sec.	Twp.	Rge.	County	Local name for diversion
	NW	SE		26	3S	33E	Bingham	Olson Farm (South Well)
	NW	SW		25	3S	33E	Bingham	Blake Mecham Property

5. Lands irrigated or place of use:

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	
3S	33E	25										8	13	1					22
3S	33E	26													33	34	33	38	138

Total acres 160

PART 1

6. General Information:

a. Description of diversion system 150 HP pump + motor, 100' Lft

b. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts? _____ Yes X 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:
Land will be irrigated by canal shares

d. Remarks:
New place of use is also covered by canal shares

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____.

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

Current Water Right No. 35-8975

Priority Date: 01/22/1992

Origin: Water Right

Basis: License

Status: Active

Source: GROUND WATER

Tributary to:

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>	<u>Subuse Code</u>
IRRIGATION	4/01 10/31	3.20 CFS		
Total Diversion		3.20 CFS		

Source and Point(s) of Diversion:

GROUND WATER NWSE 03S 33E 26 BINGHAM

PLACE OF USE: IRRIGATION

Twp Rge Sec	NE				NW				SW				SE				Totals
	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
03S 33E 25											32.0						32.0
03S 33E 26													32.0	32.0	32.0	32.0	128.0

Total Acres: 160

Conditions/Remarks:

1. This right shall not be used if the surface water right(s) appurtenant to the place of use is sold, transferred, leased, or used on any other place of use.
 This right when combined with all other rights shall provide no more than .02 cfs per acre nor exceed a combined annual diversion volume of 640.0 af for the lands above.
 Right 35-08931B is also diverted at the point of diversion described above.
2. 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.
3. The Director retains jurisdiction of the right to incorporate the use into a water district, require streamflow augmentation or other action needed to protect prior surface water and groundwater rights.
4. The right holder shall use the full allotment of appurtenant surface water rights in conjunction with groundwater diverted under this right and shall only divert groundwater under this right when water from the appurtenant surface water rights cannot be delivered to the right holder.
5. This right when combined with all other rights shall provide no more than 4.0 afa per acre for irrigation of the lands above.

page 4 of 7

Page 2

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

Transfer No. 71177
Receipt No. _____

Current Water Right No. 35-8975

Documentation of Ownership of the Current Place of Use Warranty Deeds

Is this property subject to any liens, deeds of trust, mortgages, or contracts or other encumbrances? No

Describe the effect on the current place of use for this water right if the place of use is changed pursuant to this transfer will be irrigated using canal shares

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

71177

T71177

NC

26

25

NAG

+2060
4826

R33E

POINTS OF DIVERSION
33.7

T
3
S

PLACE OF USE

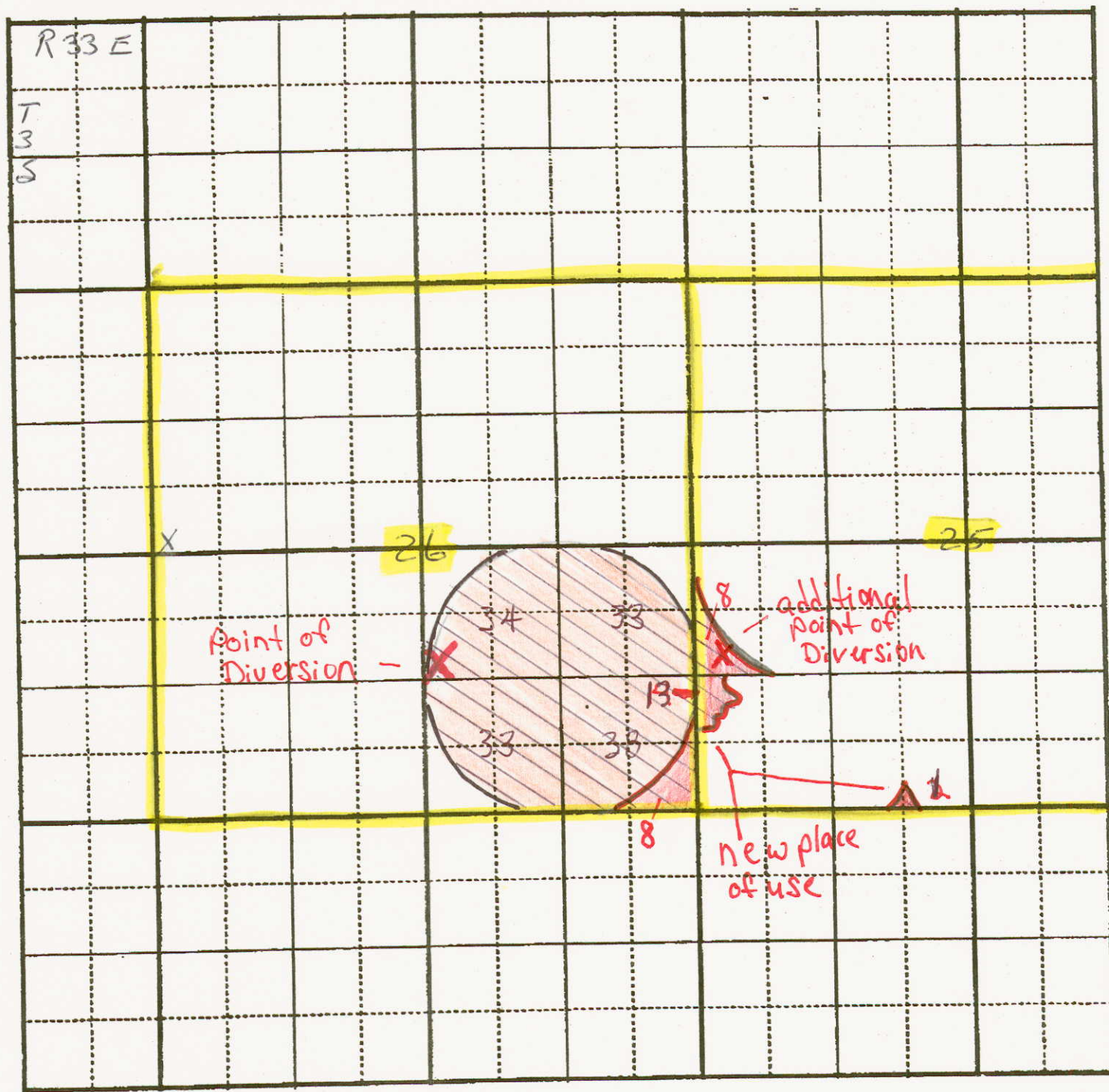
25

36

T71177

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.

71177

PART 3

B. CHANGES IN NATURE OF USE

1	New Nature of Use	Amount (cfs/ac-ft)	Hours/days/year	Period of Use
	<u>N/A</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:

we propose no change to the farming and Irrigation Practices of
this land. we will make better use of our Aberdeen Springfield Canal
water

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.

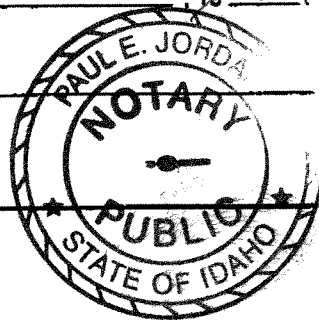
I understand that any willful misrepresentations made in this application may result in voiding its approval.

Boyd M. Johnson
Boyd M. Johnson for Mecton Bros.
(Signature of Applicant)

Subscribed and sworn to before me this 27th day of February, 19 2004

Paul E. Jordan
(Notary Public)

My commission expires 3-29-04



FOR DEPARTMENT USE ONLY

Transfer contains 7 pages and 8 attachments

Received by Kaw Date 3/2/2004 Protest filed by _____

Prelim. check by _____ Fee 370⁰⁰ E029575 _____

Received by Kaw Date 3/2/2004 _____

Published 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 _____

T-11073
230 300

SHIF
WD

L TIM & LUCILLE PIERCE
WD 2-28-94 423291

Sec 25

Plake A
~~MECHAM BRO PARTNERSHIP~~
~~WD 10-13-89 384502~~
WD 4-9-99 470644

388

T-6679

375

~~HERBERT & THELMA CRUMLEY~~
~~WD 1-15-63 95159~~
Mecham Brothers Partnership
QED 9-22-03 532363
WD 532364

DAVID P
WD 2-13
AFF 3-

S 89.57 56 E 5

T 71177
ATTACHMENT 2 OF 8

7 of 8
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

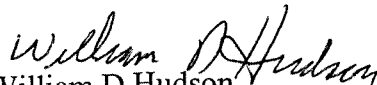
Idaho Department of Water Resources

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,

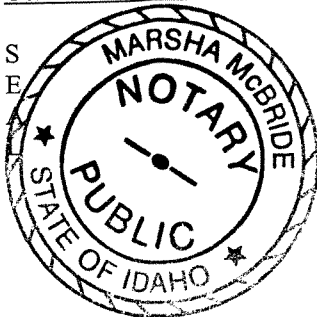

William D Hudson
Vice President

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 71177
3 OF 8

476644 Warranty Deed

For Value Received

MECHAM BROTHERS, A GENERAL PARTNERSHIP

the grantor, do hereby grant, bargain, sell and convey unto

BLAKE A. MECHAM

whose current address is

469 So. 1300 West
Pinegrove, Idaho 83262

the grantee, the following described premises, in

PARCEL 1

Township 3 South, Range 33, East of the Boise Meridian, Bingham County, Idaho

SECTION 25: The Northwest Quarter of the Southwest Quarter; EXCEPTING THEREFROM the South 25 feet; ALSO EXCEPTING THE FOLLOWING: Commencing at the Northwest corner of Section 25; thence South along the West Section line 3577.5 feet to the True Point of Beginning; thence East parallel to the South 1/16 line 388 feet; thence South parallel to the West Section line 375 feet; said Point being 25 feet, more or less, from the South 1/16 line; thence West parallel to the South 1/16 line 388 feet, to the West line of said Section 25; thence North along said West Section line 275 feet to the True Point of Beginning.

PARCEL 11:

Easement for irrigation purposes as created by Instrument recorded October 7, 1977, as No. 230570, described as follows:

A tract of land located in the NW 1/4 of Section 25, Township 3 South, Range 33, East of the Boise Meridian, Bingham County, Idaho, described as follows:

Commencing at the NW Section corner of Section 25; thence South along the West Section line of Section 25 a distance of 3577.5 feet to the True Point of Beginning; thence East and parallel to the South 1/16 line a distance of 30 feet; thence South and parallel to the West Section line a distance of 375 feet, said Point being 25 feet, more or less, from the South 1/16 line; thence West and parallel to the South 1/16 line a distance of 30 feet to the West Section line of Section 25; thence North along the West Section line 375 feet to the True Point of Beginning.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor do hereby covenant to and with the said Grantee, that he the owner in fee simple of said premises; that they are free from all incumbrances

and that he will warrant and defend the same from all lawful claims whatsoever.

Dated: 4-7-1999

[Signature]

[Signature]

[Signature]

ATTACHMENT 71177
4 OF 8

On this 7th day of April, 1999, before me, the undersigned, personally appeared

STATE OF IDAHO, COUNTY OF BINGHAM
On this 7th day of April, 1999, before me, the undersigned, personally appeared

3/2/2004
Applicants will supply warranty deed for exception in Sec 25
T3S R38E

KCW
RECORDED AT THE REQUEST OF
MECHAM BROS
321 W 400 S
Pinegrove ID 83262

FEE 3.00 DEF NO
99 APR -9 PM 2:35

BINGHAM COUNTY RECORDER
BLACKFOOT, IDAHO

476644 Warranty Deed

For Value Received

MECHAM BROTHERS, A GENERAL PARTNERSHIP

the grantor, do hereby grant, bargain, sell and convey unto

BLAKE A. MECHAM

whose current address is

469 So. 1300 West
Pinegrove, Idaho 87262

the grantee, the following described premises, in

County Idaho, to-wit:

PARCEL 1

Township 3 South, Range 33, East of the Boise Meridian, Bingham county, Idaho

SECTION 25: The Northwest Quarter of the Southwest Quarter; EXCEPTING THEREFROM the South 25 feet; ALSO EXCEPTING THE FOLLOWING: Commencing at the Northwest corner of Section 25; thence South along the West Section line 3577.5 feet to the True Point of Beginning; thence East parallel to the South 1/16 line 388 feet; thence South parallel to the West Section line 375 feet; said Point being 25 feet, more or less, from the South 1/16 line; thence West parallel to the South 1/16 line 388 feet, to the West line of said Section 25; thence North along said West Section line 275 feet to the True Point of Beginning.

PARCEL II:

Easement for irrigation purposes as created by Instrument recorded October 7, 1977, as No. 230570, described as follows:

A tract of land located in the NW1/4 of Section 25, Township 3 South, Range 33, East of the Boise Meridian, Bingham County, Idaho, described as follows:

Commencing at the NW Section corner of Section 25; thence South along the West Section line of Section 25 a distance of 3577.5 feet to the True Point of Beginning; thence East and parallel to the South 1/16 line a distance of 30 feet; thence South and parallel to the West Section line a distance of 375 feet, said Point being 25 feet, more or less, from the South 1/16 line; thence West and parallel to the South 1/16 line a distance of 30 feet to the West Section line of Section 25; thence North along the West Section line 375 feet to the True Point of Beginning.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor do hereby covenant to and with the said Grantee, that he the owner in fee simple of said premises; that they are free from all incumbrances

and that he will warrant and defend the same from all lawful claims whatsoever.

Dated: 4-7-1999

Dayle N. Mecham *Kris J. Mecham*
Val D. Mecham

476644

On this 7th day of April, 1999, before me, the undersigned, personally appeared Dayle N. Mecham, Val D. Mecham, and Kris J. Mecham, known to me to be the persons whose names subscribed to the within instrument, and acknowledged to me that they executed the same.

known to me to be the person whose name subscribed to the within instrument, and acknowledged to me that they executed the same.

Notary Public

Reading at
Comm. Expires

STATE OF IDAHO, COUNTY OF BINGHAM

On this 7th day of April, 1999, before me, the undersigned, personally appeared Dayle N. Mecham, Val D. Mecham, Kris J. Mecham known to me to be the partners in the partnership of Mecham Bros. and the partners who subscribed said partnership name in the foregoing instrument and acknowledged to me that they executed the same in said partnership name.

Notary Public

Reading at
Comm. Expires 4-27-2000

Idaho 5-2591

Furnished by the

ALLIANCE

T 71177
ATTACHMENT 5 OF 8

To Whom It May Concern:

I give my consent for the water transfers, which Mecham Brothers have applied for, that pertain to my farm property.

Aartje Crumley 4-3-04
Signature Date

503544

9766

CORRECTION WARRANTY DEED*

FOR VALUE RECEIVED HERBERT OLIVER CRUMLEY, a widower, the grantor, does hereby grant, bargain, sell and convey unto AARTJE ANN CRUMLEY, a single woman, the grantee, whose current address is 491 South 1300 West, Pingree, Idaho 83262, the following described premises, in Bingham County, Idaho, to-wit:

The West 165 feet of the South Half of the Southwest Quarter of Section 25,
Township 3 South, Range 33 East of the Boise Meridian.

Together with 6.25 inches of water in the Peoples Canal.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, her heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that he is the owner in fee simple of said premises; that they are free from all encumbrances and that he will warrant and defend the same from all lawful claims whatsoever.

DATED this 10th day of August, 2001.

Herbert Oliver Crumley
HERBERT OLIVER CRUMLEY

STATE OF IDAHO)

County of *Bannock* ss.
Bannock ss.
Bannock ss.

On this 10th day of August, 2001, before me, a notary public in and for said State, personally appeared HERBERT OLIVER CRUMLEY known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

SAUNDRA HAMM
NOTARY PUBLIC
STATE OF IDAHO

Saundra Hamm
Notary Public for State of Idaho
My comn expires:

10-23-2004

*This Correction Warranty Deed is recorded to correct the legal description shown on Warranty Deed recorded August 13, 2001, recorded as Instrument No. 503143.

RECORDED AT THE REQUEST OF
2001 AUG 27 AM 10:30
FEE 3.00
BINGHAM COUNTY RECORDER
BLACKFOOT, IDAHO
2001 AUG 27 AM 10:30
FEE 3.00
BINGHAM COUNTY RECORDER
BLACKFOOT, IDAHO

HO SS Saundra Hamm
75 E Judicial
Blackfoot ID 83221

503544

ATTACHMENT T 71177
7 OF 8

WARRANTY DEED

FOR VALUE RECEIVED HERBERT OLIVER CRUMLEY, a widower, the grantor, does hereby grant, bargain, sell and convey unto AARTJE ANN CRUMLEY, a single woman, the grantee, whose current address is 491 South 1300 West, Pingree, Idaho 83262, the following described premises, in Bingham County, Idaho, to-wit:

The West 165 feet of the South Half of the Southeast Quarter and the south Half of the Southwest Quarter of Section 25, Township 3 South, Range 33 East of the Boise Meridian.

Together with 6.25 inches of water in the Peoples Canal.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, her heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that he is the owner in fee simple of said premises; that they are free from all encumbrances and that he will warrant and defend the same from all lawful claims whatsoever.

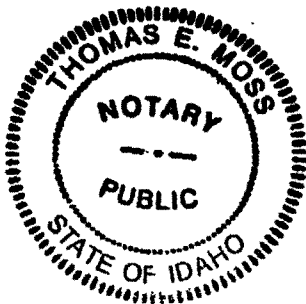
DATED this 10th day of August, 2001.

Herbert Crumley

HERBERT OLIVER CRUMLEY

STATE OF IDAHO)
: ss.
County of Bingham)

On this 10th day of August, 2001, before me, a notary public in and for said State, personally appeared HERBERT OLIVER CRUMLEY known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.



Thomas E. Moss
Notary Public for State of Idaho
My comn exps: 9/2/2003

RECORDED AT THE REQUEST OF
Moss Canyon Land
75 E Judicial
Blackfoot ID 832
FEE 3.25 DEP 2
2001 AUG 13 PM 1:07
CL#52304
JENNIFER L. REORDER
BLACKFOOT, IDAHO

503143

T 71177
ATTACHMENT 8 OF 8