

**STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES**

Transfer No. 71167

**APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1**

Name of applicant Mecham Bros. & Doyle Mecham Phone 709-5498/684-3875
Post Office address 1321 W 400 So Pingree Rd 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 to match water shares with the
irrigation systems. COMBINE WATER RIGHTS INTO
ONE PLACE OF USE

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>35-08931B</u> | <u>1-7-91</u> | <u>.086</u> | <u>irrigation</u> | <u>4-1</u> to <u>10-31</u> |
| <u>35-8931A</u> | <u>1991</u> | <u>.58</u> | <u>irr</u> | <u>4/1</u> to <u>11/01</u> |
| <u>35-2900</u> | <u>1954</u> | <u>1.48</u> | <u>irr</u> | <u>4/1</u> to <u>10/31</u> |
| _____ | _____ | _____ | _____ | _____ to _____ |
2. Total amount of water being transferred (.86) 2.92 cubic feet per second and/or _____ acre-feet per annum.
3. Source of water groundwater 86 tributary to _____
4. Point(s) of Diversion:

Lot	%	%	%	Sec.	Twp.	Rge.	County	Local name for diversion
	NW	NE		26	35	33E	Bingham	Monte Place - Northwell

5. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE %				NW %				SW %				SE %				Totals
			NE %	NW %	SW %	SE %	NE %	NW %	SW %	SE %	NE %	NW %	SW %	SE %	NE %	NW %	SW %	SE %	
35	33E	26			18	21	1			3									43
TOTALS	35	33E	26	37	37	35	33	1		3									146

Total acres 43 146

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PART 1**6. General Information:**

a. Description of diversion system 75 hp Pump & Motor, 75' lift

b. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts? ☒ 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:

will Irrigate with 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____.

T71167

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

Current Water Right No. 35-8931B

Priority Date: 01/07/1991
 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 11/01	1.08 CFS		
	Total Diversion	1.08 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	26			23.0	5.0									6.0	7.0	7.0	6.0	54.0

Total Acres: 54

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 216.0 af for the lands above.
 Right 35-08975 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.

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

Transfer No. 71167
Receipt No. _____

Current Water Right No. 35-8931B

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? 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 Land irrigated under 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

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10. To your knowledge, has any portion of this water right undergone a period of five or more consecutive years of non-use?
NO If yes, describe _____

B. DESCRIPTION OF PORTION OF RIGHT BEING TRANSFERRED

(If the entire right is to be changed by the applicant, omit part B and C.)

1. amount 86 cfs for irrigation purposes from 4-1 to 10-31
 (cfs/ac-ft) _____ for _____ purposes from _____ to _____
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft) _____ for _____ purposes from _____ to _____
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft) _____

2. Point(s) of Diversion:

Lot	¼	¼	¼	Sec.	Twp.	Rge.	County	Local name for diversion
	NW	NE		26	350	33E	Bingham	Home Place - North well

3. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	
350	33E	26			18	21	1			3									43

Total acres 43

C. DESCRIPTION OF UNCHANGED PORTION OF RIGHT (omit if there is no change)

1. amount 22 for irrigation purposes from 4-1 to 10-31
 (cfs/ac-ft) _____ for _____ purposes from _____ to _____
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft) _____ for _____ purposes from _____ to _____
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft) _____

2. Point(s) of Diversion:

Lot	¼	¼	¼	Sec.	Twp.	Rge.	County	Local name for diversion
	NW	SE		26	350	33E	Bingham	Olson farm - South well

3. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	NE ¼	NW ¼	SW ¼	SE ¼	
350	33E	26				5									6				11

Total acres 11

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IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report 35-8931A

WATER RIGHT NUMBER: 35-8931A

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	MECHAM BROTHERS C/O DAYLE MECHAM 1321 W 400 S PINGREE, ID 83262 (208)684-3875

Priority Date: 01/07/1991

Basis: License

Status: Active

<u>Source</u>	<u>Tributary</u>
GROUND WATER	

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	4/01 to 11/01	0.580 CFS	
	<u>Total Diversion:</u>	0.580 CFS	

Location of Point(s) of Diversion

GROUND WATER	NW1/4NE1/4	Sec. 26, Twp 03S, Rge 33E, B.M.
BINGHAM County		

Place of Use

IRRIGATION

Twp Rge Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
03S 33E 26	3.0		15.0	11.0													29.0

Total Acres: 29

Conditions of Approval:

1. 048 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. 049 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.
3. 065 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.
4. R26 This right when combined with all other rights shall provide no more than 4.0 afa per acre for irrigation of the lands above.

Remarks:

888

19/48

Ash Shelly Nell
3 2.5 m.
3.0

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Page 2

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report 35-8931A

1. General 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 116.0 af for the lands above.
Right 35-02900 is also diverted at the point of diversion described above.

Comments:

1. VAULT 6/8/1992 Proof of Beneficial Use Rcvd
Comment: Proof of Beneficial Use Rcvd

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Page 1

IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report 35-2900

WATER RIGHT NUMBER: 35-2900

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	MECHAM BROTHERS C/O DAYLE MECHAM 1321 W 400 S PINGREE, ID 83262 (208)684-3875
Original Owner	ELMER E MECHAM PINGREE, ID

Priority Date: 04/13/1954
Basis: Decreed
Status: Active

Source

Tributary

GROUND WATER

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	4/01 to 10/31	1.480 CFS	296.00 AF
	<u>Total Diversion:</u>	1.480 CFS	296.00 AF

Location of Point(s) of Diversion

GROUND WATER	NW1/4NE1/4	Sec. 26, Twp 03S, Rge 33E, B.M.
BINGHAM County		

Place of Use

IRRIGATION

Twp Rge Sec	NE	NW	SW	SE	Totals
03S 33E 26	NE NW SW SE	NE NW SW SE	NE NW SW SE	NE NW SW SE	74.0
	37.0 37.0				

Total Acres: 74

Conditions of Approval:

1. C18 THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE.
2. E02 USE OF THIS RIGHT IS COMBINED WITH WATER FROM ABERDEEN SPRINGFIELD CANAL CO.

Remarks:

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Page 2

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report 35-2900

Comments:

1. GTAYLOR 8/5/1998 COPIED FROM REMARKS

Comment: ADDRESS CHANGE REC'D 10/06/94; CORRECTED NAME TO MATCH "A" RECORD AND ORIGINAL CLAIM (BROTHERS TO BROS) SS.

2. AJU10-EC 11/19/1998 AJU10 CONDITION UPDATE

Comment: CONDITION CODE(S) C12 ADDED IF NOT ALREADY PART OF RECORD THRU AJU10.

SubCase:

SubCase Number: 35-2900

Class: 1

SF5 Filed Date:

Special Master Recom Signed Date: 11/13/2001

Attorney Assigned: SARA C DENISTON

Adjudication Agent:

Basis of Claim:

Date Filed: 6/2/1999 Objection Status: Active

Date Filed: 6/2/1999 Objection Status: Active

T71167

Changed Part

Sheep Trail Rd

Point of Diversion
North well

R33E

T
3
S

Place of Use 33

place of use

Southwell

(171167)

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:

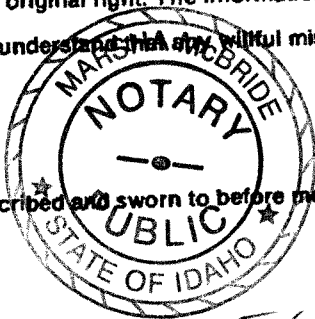
n/a

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

Better use of canal shares

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.



Deylee Jackson McArthur Bros
(Signature of Applicant)

Subscribed and sworn to before me this 2nd day of March, 2004

Marshall McBride
(Notary Public)

My commission expires 5/26/04

FOR DEPARTMENT USE ONLY

Transfer contains 11 pages and 72 attachments

Received by KCW Date 3/2/2004

Protest filed by _____

Prelim. check by _____ Fee \$250⁰⁰ E029575

Received by KCW Date 3/2/2004

Copies of protest forwarded by _____

Published in _____

Hearing held by _____ Date _____

Pub. dates _____

Recommended for ☐ approval ☐ denial

Watermaster recommendation requested on _____

_____ 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,

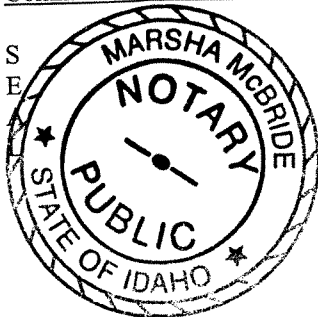

William D Hudson
Vice President

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

WARRANTY DEED

For Value Received LAMAR JACKSON AND JULETT JACKSON, husband and wife

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

MECHAM BROTHERS., A GENERAL PARTNERSHIP

whose current address is

the grantee s, the following described premises, in BINGHAM County Idaho, to wit:

SEE SCHEDULE "A" ATTACHED

SUBJECT TO TAXES AND ASSESSMENTS FOR THE YEAR 1989 AND THEREAFTER, TO ROADS, EASEMENTS AND RIGHTS OF WAY, TO BUILDING AND ZONING ORDINANCES AND USE REGULATIONS AND RESTRICTIONS AND TO LIENS AND ENCUMBRANCES SUFFERED, ASSUMED OR OCCASIONED BY THE GRANTEES...

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

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

Dated: September 21, 1989

Lamar Jackson
LAMAR JACKSON

Julett Jackson
JULETT JACKSON

STATE OF IDAHO, COUNTY OF BINGHAM
On this day of September, 19 89,
before me, a notary public in and for said State, personally
appeared

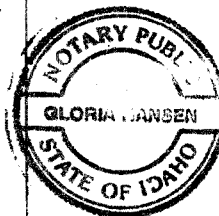
LAMAR JACKSON AND JULETT JACKSON

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

Gloria Hansen

Notary Public

Residing at Blackfoot
Comm. Expires 1/16/93



384502

Furnished by the AMERICAN LAND TITLE

T 71167
ATTACHMENT 2 OF 2

PARCEL I:

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

SECTION 26: The Southeast Quarter of the Southeast Quarter; the South 30 acres of the Northwest Quarter of the Southeast Quarter.

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 NW $\frac{1}{4}$ SW $\frac{1}{4}$ 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.

PARCEL III:

Easement for ingress and egress as created by Instrument recorded October 3, 1977, as No. 230340, described as follows:

A triangular tract of land located in the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 26, Township 3 South, Range 33, E.B.M., Bingham County, Idaho, described as follows:

Beginning at the SW corner of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 26; thence North along the East 1/16 line a distance of 28.28 feet; thence at a 45° angle Southeasterly a distance of 40 feet to the South 1/16 line; thence West 28.28 feet to the Point of Beginning.

L.J.
L.J.

384502

BINGHAM COUNTY RECORDER
BLACKFOOT, IDAHO
FEE 60 DEP 15

1989 OCT 13 AM 11:01

RECORDED AT THE REQUEST OF
AMERICAN LAND TITLE CO., INC.

ATTACHMENT T 71167
3 OF 12

WARRANTY DEED

For Value Received LaMAR JACKSON AND JULETT JACKSON, husband and wife

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

MECHAM BROTHERS ., A GENERAL PARTNERSHIP

whose current address is

the grantee s, the following described premises, in BINGHAM County Idaho, to wit:

SEE SCHEDULE "A" ATTACHED

SUBJECT TO TAXES AND ASSESSMENTS FOR THE YEAR 1989 AND THEREAFTER, TO ROADS, EASEMENTS AND RIGHTS OF WAY, TO BUILDING AND ZONING ORDINANCES AND USE REGULATIONS AND RESTRICTIONS AND TO LIENS AND ENCUMBRANCES SUFFERED, ASSUMED OR OCCASIONED BY THE GRANTEES...

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

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

Dated: September 21, 1989

Lamar Jackson
LaMAR JACKSON

Julett Jackson
JULETT JACKSON

T 71167
ATTACHMENT 4 OF 12

WARRANTY DEED 291466

For Value Received
ALVIN J. MECHAM, whose name also appears of record as ALVIN JOHN MECHAM, and
NINA MECHAM, also known as NINA A. MECHAM, each an undivided one-half interest,
as their separate property,
the grantors do hereby grant, bargain, sell, and convey unto
MECHAM BROTHERS, a Partnership consisting of KRIS J. MECHAM, BLAKE MECHAM and
DAYLE MECHAM,
the grantee, whose current address is
Route 1, Box 40, Pingree, Idaho 83262

the following described premises, to-wit:

Township 3 South, Range 33 E. B. M., Bingham County, Idaho
Section 26: SW1/4NE1/4, NW1/4SE1/4, ALSO, Beginning at the NE corner
of said Section 26, thence W. 160 rods to the NW corner
of the NE1/4 of said Section 26, thence S. 80 rods
to the SW corner of the NW1/4NE1/4 of said Section 26,
thence E. 80 rods, thence S. 50 rods, thence Northeasterly
82 rods, more or less, to a point 97.08 rods S. of the
place of beginning, thence N. 97.08 rods to the place
of beginning, EXCEPT the right-of-way of the Watts
Lateral; ALSO EXCEPTING the S. 990 feet of the NW1/4SE1/4
of said Section 26, ALSO EXCEPTING Beginning at the NE
corner of said Section 26, being the intersection of
Sheep Trail and South Ash Roads; thence S. along the
E. line of Section 26 and the center of South Ash Road
956.2 feet, thence N. 89°59' W. parallel to the N. line
of Section 26, 205 feet; thence N. parallel to the E.
line of Section 26, 956.2 feet to the N. Section line;
thence E. along the N. Section line 205 feet to the
point of beginning.

Subject to Reservations in United States and State Patents, existing and recorded
rights of way and easements, zoning and building ordinances, and taxes and assessments
for 1982.

Also subject to that certain Mortgage in favor of The Federal Land Bank of Spokane,
recorded January 8, 1979, as Instrument No. 247585, records of Bingham County, Idaho,
which the Grantee herein assumes and agrees to pay according to the terms thereof,
beginning with the next payment due.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee,
its successors heirs and assigns forever. And the said Grantors do hereby covenant to and
with the said Grantee, that they are the owners in fee simple of said premises; that said
premises are free from all incumbrances except as hereinabove set forth and that they will warrant and
defend the same from all lawful claims whatsoever.

Dated: April 13, 1982

Alvin J. Mecham
ALVIN J. MECHAM

Nina A. Mecham
NINA A. MECHAM

STATE OF IDAHO, COUNTY OF BINGHAM

On this 13th day of April, 1982,
before me, a notary public in and for said State, personally
appeared

ALVIN J. MECHAM and NINA A. MECHAM,

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

BINGHAM COUNTY RECORDER
BLACKESDILL
S.E. 1/4 45-1-200-13

'82 APR 14 AM 9 13

INSTRUMENT 1

ATTACHMENT T 71167
5 OF 12

WARRANTY DEED 291467

For Value Received

NINA A. MECHAM, as her separate property,

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

MECHAM BROTHERS, a Partnership consisting of KRIS J. MECHAM, BLAKE MECHAM and DAYLE MECHAM,

the grantees , whose current address is

Route 1, Box 40, Pingree, Idaho 83262

the following described premises, to-wit:

A portion of the NE1/4NE1/4 of Section 26, T. 3 S., R. 33 E. B. M., Bingham County, Idaho, described as Beginning at the NE corner of said Section 26, being the intersection of Sheep Trail and South Ash Roads, thence South along the E. line of said Section and the center of South Ash Road, 660.6 feet; thence N. 89°59' W. parallel to the N. Section line 205 feet; thence N. parallel to the E. line of Section 26, 660.6 feet; thence S. 89°59' E. 205 feet to the point of beginning.

Subject to Reservations in United States and State Patents, existing and recorded rights of way and easements, zoning and building ordinances, and taxes and assessments for 1982.

Also subject to that certain Mortgage in favor of The Federal Land Bank of Spokane, recorded January 8, 1979, as Instrument No. 247585, records of Bingham County, Idaho, which the Grantee herein assumes and agrees to pay according to the terms thereof, beginning with the next payment due.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee , its successors heirs and assigns forever. And the said Grantor do es hereby covenant to and with the said Grantee , that s he is the owner in fee simple of said premises; that said premises are free from all incumbrances except as hereinabove set forth and that she will warrant and defend the same from all lawful claims whatsoever.

Dated: April 13, 1982

Nina A. Mecham
NINA A. MECHAM

STATE OF IDAHO, COUNTY OF BINGHAM
On this 13th day of April, 1982,
before me, a notary public in and for said State, personally
appeared

NINA A. MECHAM

known to me to be the person whose name is
subscribed to the within instrument, and acknowledged to

BINGHAM COUNTY RECORDER
BLACK HOLE ROAD
CEN 215 000 RT

T 71167
ATTACHMENT 6 OF 12

INSTRUMENT

S 89.45 W 5286.60

511.5

412.5

T-1652

250

T-10281

250

500

T-7949

195

295.6

7889

205

T-8140

10406

212.5

T-1651

MECHAM BROTHERS
WD 4-14-82 291466-67

100' A lateral

251

T-13616

T-13615

1025

T-1650

495

S EDWARD & JOYCE
GOODWIN

WD 10-10-68 142404

WD 11-6-70 157284

180

484

T-8734

376

T-8733

180

990

in Bros.
7-02509891

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.

E. Edward Goodwin

Signature

4-03-04

Date

IRRIGATED FARM LAND LEASE

This lease is entered into this 3 day of April 2004, between

Edward Goodwin and _____

landlord(s) of Pingree, Idaho hereafter known as "the Landlord",
and Mecham Brothers Farms of Pingree, Idaho; hereafter known as "the Tenant".

1. Property Description:

The landlord leases to the tenant, to occupy and use for agricultural and related

purposes, the following described property: approximately 60 acres
located at T3S. R33E Sec 26; NE 1/4 of
SE 1/4 and part of SE 1/4 of NE 1/4

consisting of approximately 52 Farmable ^{& pasture} acres located in Bingham County, Idaho.

2. Rental Period: 5 years

3. Rental Rate: \$125⁰⁰ per Farmable acre per year
and \$75⁰⁰ per pasture acre per year. Total \$7100⁰⁰

4. Additional Conditions: Rent to be paid by April 15th
Irrigation Equipment to be provided by
Tenant. Tenant will retain ownership and
all rights to Irrigation Equipment

Edward Goodwin
(Landlord)

Dayle Mecham for Mecham Bros
(Tenant)

(Landlord)

(Tenant)

WARRANTY DEED

112181

FOR VALUE RECEIVED, MARGARET J. GOODWIN, a widow,

the Grantor, does hereby grant, bargain, sell and convey unto S. EDWARD GOODWIN and JOYCE GOODWIN, husband and wife, of Bingham County, Idaho,

the Grantee s, the following described premises, to-wit:

Township Three South, Range Thirty-three, East of the Boise Meridian, in Bingham County, Idaho:

Section 26: Northeast quarter of the Southeast quarter;

ALSO, a portion of the Southeast quarter of the Northeast quarter of said Section 26 described as:

Commencing at the Southeast corner of the Northeast quarter of said Section; thence North 67 rods 2 feet; thence Southwesterly 82 rods, more or less, to the West line of said Southeast quarter of the Northeast quarter; thence South 30 rods to the Southwest corner of said Southeast quarter of the Northeast quarter; thence East 80 rods to the point of beginning.

Together with the ditches and water rights thereunto appertaining and belonging and particularly 63 shares of the capital stock of Aberdeen-Springfield Canal Company, a corporation;

Subject to the unpaid balance of that certain mortgage in the amount of \$6,550.00 given by said Grantor to Utah Mortgage Loan Corporation, a Utah corporation, dated May 3, 1966, and recorded May 10, 1966, as Instrument No. 123359, which said mortgage, together with the interest to accrue thereon, the said Grantee s assume and agree to pay when and as due.

Oct. 9, 1968 11:00 A.M.

1.80 GW

190-11181-11
Margaret J. Goodwin

TO HAVE AND TO HOLD the said premises, with their appurtenances, unto the said Grantee s, their heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee s, that She is the owner in fee simple of said premises; that said premises are free from all encumbrances except as hereinabove mentioned, and that She will warrant and defend the same from all lawful claims whatsoever.
Dated: October 8, 1968.

Margaret J. Goodwin

STATE OF IDAHO, COUNTY OF Bingham
On this 9th day of October, 1968,
before me, a Notary Public in and for said State, personally
appeared MARGARET J. GOODWIN,
a widow,

known to me to be the person whose name ~~Margaret~~ is
subscribed to the within instrument, and acknowledged to me
me that she executed the same.

M. J. Goodwin
Notary Public
Residing at Blackfoot, Idaho
Comm. Expires Jan. 31, 1970

STATE OF IDAHO, COUNTY OF
I hereby certify that this instrument was filed for record at the
request of

at _____ minutes past _____ o'clock p.m.,
this _____ day of _____,
19 _____, in my office, and duly recorded in the OFFICIAL RECORDS,
Vol. _____

Ex-Officio Recorder

By _____ Deputy.

Fees \$
Paid to

INSTRUMENT NO.

T 71167
ATTACHMENT 10 OF 12

509891

WARRANTY DEED

For Value Received **STEVAN L ATWOOD AND LEE ANN ATWOOD, husband and wife**

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

MECHAM BROS.

whose address is: **1321 WEST 400 SOUTH, PINGREE, IDAHO 83262,**

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

Township 3 South, Range 33 E.B.M., Bingham County, Idaho, Section 26: That portion of the S½NW¼ lying East of Aberdeen-Springfield Canal A-Lateral and the N½SW¼ lying East of Aberdeen-Springfield Canal A-Lateral.

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 their 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: February 25, 2002

Stevan L Atwood
Stevan L Atwood

Lee Ann Atwood
Lee Ann Atwood

STATE OF Idaho

)ss.

COUNTY OF BINGHAM

On this 25th day of February, 2002, before me Lori Day, personally and Lee Ann Atwood, known or identified to me (or proved to me on person(s) whose name(s) are subscribed to the within instrument, &

FRONT AMERICAN TITLE COMPANY

RECORDED AT THE REQUEST OF

2002 FEB 27 PM 3:34

FILE 312 DE

RECORDED
BLACKFOOT, IDAHO

ATTACHMENT 71167
11 OF 12

Township 3 South, Range 33 E.B.M., Bingham County, Idaho,
Section 26: That portion of the S $\frac{1}{2}$ NW $\frac{1}{4}$ lying East of Aberdeen-Springfield
Canal A-Lateral and the N $\frac{1}{2}$ SW $\frac{1}{4}$ lying East of Aberdeen-Springfield Canal
A-Lateral.

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 their 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: February 25, 2002

Stevan L Atwood
Stevan L Atwood

Lee Ann Atwood
Lee Ann Atwood

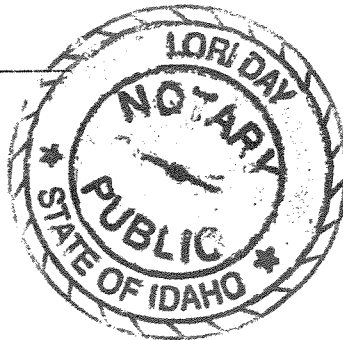
STATE OF Idaho

)ss.

COUNTY OF BINGHAM

On this 25th day of February, 2002, before me Lori Day, personally appeared Stevan L Atwood
and Lee Ann Atwood, known or identified to me (or proved to me on the oath of), to be the
person(s) whose name(s) are subscribed to the within instrument, and acknowledged to me
that they executed the same.

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



FIRST AMERICAN TITLE COMPANY

RECORDED AT THE REQUEST OF

2002 FEB 27 PM 3:34

FEE 3.00

SHOGAN, 2001 RECORDER
BLACKFOOT, IDAHO

509891

T 71167
ATTACHMENT 12 OF 12