



State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region, 1341 Fillmore Street, Suite 200 • Twin Falls, Idaho 83301-3380

Phone: (208) 736-3033 • Fax: (208) 736-3037 • Web Site: www.idwr.idaho.gov

June 23, 2008

Keith & Sheryl Brann
PO Box 353
Forest Ranch, CA 95942

RE: Your Property On The Pahsimeroi River

Dear Mr. and Mrs. Brann;

In order to determine what paperwork is needed to put your portion of the groundwater right(s) on this property into your names, we need more information. While the two water rights recommended for this property allow a total of 0.02 cfs per acre (1 miner's inch per acre), the 16 inches of water that you bought with the land is about 1.5 inches per acre. If you can convince us that this has been the historic diversion rate for this property, which could be the case if the land was gravity irrigated rather than sprinkled, a Change of Water Right Ownership can be executed to put the right into your name. Using a well for gravity irrigation rarely happens, however, as power costs are too high to justify such a low-efficiency system. Recommendations in the Snake River Basin Adjudication are based on what was occurring in 1987, and groundwater rights are normally recommended for 1" per acre or less. You could do an ownership change for up to 0.22 cfs at no cost, and it appears unlikely that you would ever use even this much water (which would run about 22 rainbird-type sprinkler heads). I have prepared a Change form for your use if you decide to go this way. This water right will probably be decreed in the next few months, and there will be a \$100 processing fee if you wait until the right is decreed to change ownership.

It will take a water transfer to change the ownership of all the water you bought, and we could not approve a transfer for more than 1" per acre unless you could justify the additional flow based on soil type, land slope, etc. Since you only want to irrigate a couple of acres, it would probably not be cost effective to go the transfer route; that is your choice, of course. A transfer costs \$100. for up to 0.20 cfs, and \$250. for 0.21 cfs to 1.0 cfs.

While you can file an SRBA claim on your domestic well, it is definitely not required. There is a \$25. fee on this process.

If you have questions, feel free to contact me. If you want to meet with me again, please make an appointment so I be sure to be available.

Regards,

James E. Stanton
Sr. Water Resource Agent

RECEIVED

JAN 14 2009

Department of Water Resources
Adjudication Bureau

C. L. "BUTCH" OTTER
Governor

DAVID R. TUTHILL, JR.
Director

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JAN 05 2009

Department of Water Resources
Eastern Region

Bauchman Water Rights As Recommended

1,73-100208	3.09 cfs	155 ac/yr	542.5 AFA
11840	1.92	96	336.0
	5.01 cfs	251 ac/yr	878.5 AFA

2. Split - $11 \text{ ac} \div 251 \text{ ac} = 4.38\%$ of ppw

2. Math - $73-100208 \times 4.38\% = 0.14 \text{ cfs}$	6.8 ac/yr	23.8 AFA
$11840 \times \quad = 0.08$	4.2	14.7
0.22 cfs	11.0 ac/yr	38.5 AFA

Keith & Sheryl Braun

PO Box 353

Forest Ranch, CA 95942

WARRANTY DEED

FOR VALUE RECEIVED, CHALLIS CREEK CATTLE COMPANY, L.L.C., An Idaho Limited Liability Company by, STEPHEN G. BAUCHMAN AND LYNDELLA A. BAUCHMAN, TRUSTEES OF THE BAUCHMAN FAMILY TRUST, DATED 9/27/00, Grantor, does Bargain, Sell and Convey unto KEITH BRANN and SHERYL BRANN, husband and wife, Grantees, whose current address is P.O. Box 353, Forest Ranch, California 95942, the following described premises, in Custer County, Idaho, to-wit:

Township 13 North, Range 23 East, Boise Meridian, Custer County, Idaho.

Section 18: SE¼SW¼

Together with all appurtenances and particularly together with the groundwater irrigation water right for 16" (sixteen inches) of water from Idaho Department of Water Resources Water Right #A73-11840 and the further right to install a domestic pump in the well at the point of diversion of such right and use and maintain such pump and other facilities at their separate expense for the purpose of supplying water to a residence with reasonable incidental water uses. The parties acknowledge that such well and point of diversion are located on the property transferred above. The transfer, however, being SUBJECT to the following:

1. Grantor hereby reserves all right to the irrigation water held under water right #A73-11840, except for the portion described above being conveyed to Grantees, and Grantor will have an easement and the perpetual right to access the above described irrigation well for the purpose of maintenance, repair or replacement of all pump, pipe, electrical or other parts as well as access for all purposes reasonably connected to the perpetual maintenance, delivery and use of the irrigation water from the well for the service of all lands under Idaho Department of Water Resources Water Right #A73-11840, not conveyed by this deed. Electrical costs and maintenance of all jointly used facilities will be prorated between Grantor and Grantees based on the use by each. Unless otherwise agreed, each party will be responsible for metering its or their water.

Further, Grantor and Grantees acknowledge that they have previously agreed to a survey of the property being transferred and a survey of the course of the easement reserved by Grantor for access to the well and for the delivery system to the lands of Grantor. The described agreement is hereby confirmed and it is further agreed that the record of survey recorded by the surveyor after completion of the survey will be binding as to the location of the easement unless objected to by Grantor or Grantees, within thirty days after recording. None-the-less, the parties agree that the well is located generally in the northwest corner of the parcel conveyed and that the easement for the delivery system will follow the course of the existing system and will be of a width and nature to allow access for all reasonable uses and maintenance in perpetuity.

These understandings, conditions and reservations shall be binding upon successors in interest and the benefits and the burdens created shall run with the lands in perpetuity.

TO HAVE AND TO HOLD the said premises, with their appurtenances, unto the

said Grantees, their successors, administrators and assigns forever. And the said Grantor does hereby covenant to and with the said Grantees, that it is the owner in fee simple of said premises; that they are free from all encumbrances save and excepting therefrom all covenants, conditions, easements and restrictions of record, as recorded in the records of Custer County, Idaho, and that it will warrant and defend the same from all lawful claims whatsoever.

Dated: 1-3-03

0226267
Custer County Reg. of
CCT
Time 4:30 PM Date 1-8-2003
Ethere M. Peck, Clerk
Lura Laugdon \$600
Deputy

CHALLIS CREEK CATTLE COMPANY, L.L.C., An
Idaho Limited Liability Company, by:

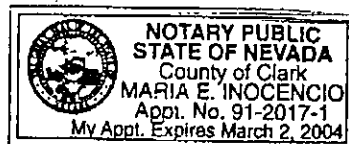
Stephen G. Bauchman
Stephen G. Bauchman, Trustee of the Bauchman
Family Trust, dated 9/27/00

Lyndella A. Bauchman
Lyndella A. Bauchman, Trustee of the Bauchman
Family Trust, dated 9/27/00

STATE OF NEVADA)
:ss
County of CLARK)

On this 3rd day of January, 2003, before me, a Notary Public in and for said State, personally appeared CHALLIS CREEK CATTLE COMPANY, L.L.C., An Idaho Limited Liability Company by, STEPHEN G. BAUCHMAN AND LYNDELLA A. BAUCHMAN, TRUSTEES OF THE BAUCHMAN FAMILY TRUST, DATED 9/27/00, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year in this certificate first above written.



Maria E. Inocencio
Notary Public
My Commission Expires: 03/02/04