

DELOG GT 4/29/98

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Department of Water Resources
Eastern Region

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STATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

Please print or type. Attach pages with additional information. Instructions are on the back of this page.
Department of Water Resources
Southern Region
Incomplete forms will be returned.

1. Water Right No(s):

A72-00006D OK

Adjudication Claim No(s):

2. The following REQUIRED information must be submitted with this form:

A. A copy of the most recent DEED, TITLE POLICY, CONTRACT OF SALE or other legal document indicating your ownership of the property and water rights or claims in question, WITH ATTACHED LEGAL DESCRIPTION.

AND

B. PLAT OF PROPERTY or SURVEY MAP for parcel of ten acres or less. (These are usually attached to your deed or on file with the county.)

OR

C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.

3. Name and Address of Former
Owner/ClaimantANDREW M. CALLISTINI ANNA M. CALLISTINI
P.O. Box 909 CHALLIS, ID. 83226

4. New Owner/Claimant(s)

ANDREW M. CALLISTINI OR CHERYL LYNN CALLISTINI
Name Connector (Check one): ☐ and ☒ or, ☐ and/or

New Mailing Address

P.O. Box 909

City, State and ZIP Code

CHALLIS, IDAHO 83226

New Telephone Number

(208) 879-4432

5. Date you acquired the property

12-23-97

6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages.

Number of acres you irrigate N/A

Number and type of stock _____

Diversion rate in CFS _____ Number of homes _____ Other uses _____

If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.

7. Signature of New Owner
or Claimant(s)Cheryl Lynn Callistini

(Corporations or other organizations must submit a list of directors and/or officers demonstrating authority to sign form.)

8. For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him or her for all matters related to your claims..

DEED OF TRUST

THIS DEED OF TRUST, Made this 1rd day of December, 19 97. WEEN Andrew M Callistini and Cheryl Lynn Callistini, husband and wife

herein called GRANTOR, whose address is PO Box 909 Challis, ID 83226, Alliance Title and Escrow Corporation, herein called TRUSTEE, and Farm Bureau Finance Company, herein called BENEFICIARY, whose address is P.O. Box 4848, Pocatello, Idaho 83205-4848, WITNESSETH: That Grantor does hereby irrevocably GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in the County of Custer, State of Idaho, described as follows, and containing not more than forty acres:

A parcel of land located in the SW¼, Section 21, Township 14 North, Range 19 East, Boise Meridian, Custer County, Idaho, more particularly described as follows:

Commencing at the SW corner of said Section 21, run thence North 18° 06' 40" East, 2088.87 feet to the POINT OF BEGINNING;
Thence South 00° 05' 16" East, a distance of 668.00 feet;
Thence North 89° 40' 07" West, a distance of 652.25 feet to a point on the Westerly boundary of said Section 21;
Thence North 00° 04' 52" West, 667.80 feet along said boundary;
Thence South 89° 41' 09" East, a distance of 652.17 feet, to the POINT OF BEGINNING.

As shown by the record survey filed December 12, 1995, as Instrument No. 210129 records of Custer County, Idaho.

CUSTOMERS COPY

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinbefore given to and conferred upon Beneficiary to collect and apply such rents, issues and profits,

For the Purpose of Securing payment of the indebtedness evidenced by a promissory note, of even date herewith, executed by Grantor in the sum of

~~Seventeen Thousand Four Hundred Forty Seven and no/100~~ Dollars, (\$ ~~17,447.00~~),
final payment due December 23, 2007

and to secure payment of all such further sums as may hereafter be loaned or advanced by the Beneficiary herein to the Grantor herein, or any or either of them, while record owner of present interest, for any purpose, and of any notes, drafts or other instruments representing such further loans, advances or expenditures together with interest on all such sums at the rate therein provided. Provided, however, that the making of such further loans, advances or expenditures shall be optional with the Beneficiary, and provided, further, that it is the express intention of the parties to this Deed of Trust that it shall stand as continuing security until paid for all such advances together with interest thereon.

A. To protect the security of this Deed of Trust, Grantor agrees:

1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations hereof not excluding the general.

2. To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Grantor. Such application or release shall not cure or waive any default or invalidate any act done pursuant to such notice.

3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear.

4. To pay: at least ten days before delinquency all taxes and assessments affecting said property, when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust. In addition to the payments due in accordance with the terms of the note hereby secured the Grantor shall at the option, and on demand of the Beneficiary, pay each month 1/12 of the estimated annual taxes, assessments, insurance premiums, maintenance and other charges upon the property, nevertheless in trust for Grantor's use and benefit and for the payment of Beneficiary of any such items when due. Grantor's failure so to pay shall constitute a default under this Trust.

5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, with interest from date of expenditure at the rate of interest specified in the above described promissory note.

6. Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Grantor and without releasing Grantor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto and, in exercising any such powers, or in enforcing this Deed of Trust by judicial foreclosure, pay necessary expenses, employ counsel and pay his reasonable fees.

2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured to declare default for failure so to pay.

3. At any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may convey all or any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

4. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retent and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in any reconveyance executed under this Deed of Trust of matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto".

5. As Additional security, Grantor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Grantor the right, prior to any default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property any part thereof, in his own name sue for otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not constitute or waive any default or notice of default hereunder or invalid any act done pursuant to such notice.

6. Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In the event of default, Beneficiary shall execute or cause the Trustee to execute a written notice of such default and of his election to cause to be sold the herein described property to satisfy the obligations hereof, and shall cause such notice to be recorded in the office of the recorder of each county wherein said real property or some part thereof is situated.

Notice of sale having been given as then required by law, and not less than the time then required by law having elapsed, Trustee, without demand on Grantor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash lawful money of the United States, payable at time of sale. Trustee shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Grantor, Trustee, or Beneficiary, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title and reasonable counsel fees in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the rate specified in the above described promissory note other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

7. This Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby; or, if the note has been pledged, the pledgee thereof. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

8. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Beneficiary or Trustee shall be a party unless brought by Trustee.

9. In the event of dissolution or resignation of the Trustee, the Beneficiary may substitute a trustee or trustees to execute the Trust hereby created, and when any such substitution has been filed for record in the office of the Recorder of the county in which the property herein described is situated, it shall be conclusive evidence of the appointment of such trustee or trustees, and such new trustee or trustees shall succeed to all of the powers and duties of the Trustee or Trustees named herein.

Request is hereby made that a copy of any Notice of Default and copy of any Notice of Sale hereunder be mailed to the Grantor at his address hereinbefore set forth.

Y. P. Andrew M. Callistini
Andrew M Callistini

Y. Cheryl Lynn Callistini
Cheryl Lynn Callistini

STATE OF IDAHO, COUNTY OF Custer

Known to me to be the person Andrew M. Callistini whose name is Are

On this 23rd day of December, 19 97

subscribed to the within instrument, and acknowledged to me that

before me, a Notary Public in and for said State, personally appeared

they executed the same

Andrew M Callistini and Cheryl Lynn Callistini

Residing at Challis, Idaho

Commission Expires 3/12/98



REQUEST FOR FULL RECONVEYANCE

To be used only when note has been paid.

_____, Idaho, 19____

, Trustee:

The undersigned is the legal owner and holder of all indebtedness secured by the within Deed of Trust. All sums secured thereby have been fully paid. You are hereby requested and directed to cancel all evidences of indebtedness secured by said Deed of Trust and to reconvey, without warranty, the estate now held by you under the same.

Deliver to:

THE PROMISSORY NOTE OR NOTES, AND ANY EVIDENCES OF FURTHER AND/OR ADDITIONAL ADVANCES MUST BE PRESENTED WITH THIS REQUEST.

EXHIBIT "A"

A parcel of land located in the SW1/4, Section 21, Township 14 North, Range 19 East, Boise Meridian, Custer County, Idaho, more particularly described as follows:

Commencing at the SW corner of said Section 21, run thence North $18^{\circ}06'40''$ East, 2088.87 feet to the POINT OF BEGINNING;

Thence South $00^{\circ}05'16''$ East, a distance of 668.00 feet;

Thence North $89^{\circ}40'07''$ West, a distance of 652.25 feet to a point on the Westerly boundary of said Section 21;

Thence North $00^{\circ}04'52''$ West, 667.80 feet along said boundary;

Thence South $89^{\circ}41'09''$ East, a distance of 652.17 feet, to the POINT OF BEGINNING.

As shown by the record of survey filed December 12, 1995, as instrument No. 210129, records of Custer County, Idaho.

SETTLEMENT STATEMENT

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

D. TYPE OF LOAN

1. ☐ FHA 2. ☐ FMHA 3. ☐ CONV. UNINS.4. ☐ VA 5. ☐ CONV. INS.

6. File Number:

7. Loan Number:

8. Mortgage Insurance Case Number:

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. NAME OF BORROWER: Andrew M. and Cheryl Lynn Callistini
 ADDRESS: P.O. Box 909
 Challis, ID 83226

E. NAME OF SELLER:
 ADDRESS:

F. NAME OF LENDER: Farm Bureau Finance Company
 ADDRESS: P.O. Box 4848
 Pocatello, ID 83205-4848

G. PROPERTY LOCATION:

H. SETTLEMENT AGENT: ☐ Custer County Title, Inc.
 ADDRESS: P.O. Box 370
 Challis, ID 83226

PLACE OF SETTLEMENT: Custer County Title, Inc.
 ADDRESS: 8th & Main
 Challis, ID 83226

I. SETTLEMENT DATE:

12/23/97

J. SUMMARY OF BORROWER'S TRANSACTION

100. GROSS AMOUNT DUE FROM BORROWER:

101. Contract sales price
 102. Personal property
 103. Settlement charges to borrower (line 1400) 307,200
 104.
 105.

Adjustments for items paid by seller in advance

106. City/town taxes to
 107. County taxes to
 108. Assessments to
 109. 1996 & 1997 taxes 204.81
 110. Anna Hawkins 10,967.99*
 111. *(\$14,100.00 less 1/2 Taxes)
 112.

120. GROSS AMOUNT DUE FROM BORROWER 14,569.41

200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:

201. Deposit or earnest money
 202. Principal amount of new loan(s) 11,100.00
 203. Existing loan(s) taken subject to
 204. Pd by Farm Bureau Finance 6,100.00
 205.
 206.
 207.
 208.
 209.

Adjustments for items unpaid by seller

210. City/town taxes to
 211. County taxes to
 212. Assessments to
 213.
 214.
 215.
 216.
 217.
 218.
 219.

220. TOTAL PAID BY/FOR BORROWER 17,809.41

300. CASH AT SETTLEMENT FROM/TO BORROWER

301. Gross amount due from borrower (line 120) 14,569.41
 302. Less amounts paid by/for borrower (line 220) (1,100.00)

303. CASH (☐ FROM) (☒ TO) BORROWER 2,969.41

K. SUMMARY OF SELLER'S TRANSACTION

400. GROSS AMOUNT DUE TO SELLER:

401. Contract sales price
 402. Personal property
 403.
 404.
 405.

Adjustments for items paid by seller in advance

406. City/town taxes to
 407. County taxes to
 408. Assessments to
 409.
 410.
 411.
 412.

420. GROSS AMOUNT DUE TO SELLER

500. REDUCTIONS IN AMOUNT DUE TO SELLER:

501. Excess deposit (see instructions)
 502. Settlement charges to seller (line 1400)
 503. Existing loan(s) taken subject to
 504. Payoff of first mortgage loan

505. Payoff of second mortgage loan

506.
 507.
 508.
 509.

Adjustments for items unpaid by seller

510. City/town taxes to
 511. County taxes to
 512. Assessments to
 513.
 514.
 515.
 516.
 517.
 518.
 519.

520. TOTAL REDUCTIONS AMOUNT DUE SELLER

600. CASH AT SETTLEMENT TO/FROM SELLER

601. Gross amount due to seller (line 420)
 602. Less reductions in amount due seller (line 520) ()

603. CASH (☐ TO) (☐ FROM) SELLER



CERTIFICATION

copy of the HUD- Settlement Statement.
HAROLD M. CALISTONE
Cheryl Lynn Calistone
 Borrowers

Salters

Settlement Agent Latey Kinde Date 12/23/97

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18, U.S. Code Section 1001 and Section 1010.

**IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT
(REGIONAL)**

1

**TOTAL DIVERSION:
CONSUMPTIVE USE:**

19.50 AFA

Tributary to: SALMON RIVER

Stage: DECREED

CUSTER County

ME

MEM

St

SEE

2

TOTAL ACRES

4-8

R01 - A measuring device of a type approved by this Department shall

- be maintained as a part of the diverting works.

OWNERSHIP CHANGE 11/8/93 BY JG.

OWNERSHIP CHANGE RESULTED IN A SPLIT FROM A72-00006A. A72-00006D
(4.8 ACRES) BELONGS TO CALLISTINI WITH .16 CFS. A72-00006C
BELONGS TO BAUCHMAN (255.2 ACRES) WITH 5.80 CFS. 3/26/96 TLB
CHANGED OWNERSHIP PER REQUEST/JH/5-11-98

Verified Date:

Objection Filed Date:

Field Inspection Flag:

Presumption Flag: D



State of Idaho

DEPARTMENT OF WATER RESOURCES

900 N. Skyline Dr., Idaho Falls, Idaho 83402-1718 - (208) 525-7161 - Fax (208) 525-7177

EASTERN REGION

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

May 11, 1998

ANDREW M CALLISTINI
CHERYL LYNN CALLISTINI
PO BOX 909
CHALLIS ID 83226

RE: CHANGE IN OWNERSHIP FOR A72-00006D

Dear Mr. & Mrs. Callistini:

The request for Change in Ownership concerning the Notice(s) of Claim in the above reference has been processed and the Notice(s) modified to reflect you as the new owner(s).

Enclosed is a copy of the Notice(s) of Claim, with your name shown as the current owner. Review the forms and if there are other corrections or questions, feel free to contact this office.

If there are no questions or corrections, please keep this Notice for your records.

Respectfully submitted,

Jennifer Hoagland
Technical Records Specialist

Enclosure: Notice(s) of Claim

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,
IN AND FOR THE COUNTY OF TWIN FALLS

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM.

CIVIL CASE NUMBER: 39576

Ident. Number: A72-00006D
Date Received: 12/18/1989
Receipt No: X777777
Received By: *OC JLB*
solat

COPY FOR
YOUR FILES

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

COPY FOR
YOUR FILES

1. Name: ANDREW M CALLISTINI 208-879-4432
Address: PO BOX 909
CHALLIS ID 83226
AND
Name: ANNA M CALLISTINI 208-879-4432
Address: PO BOX 909
CHALLIS ID 83226

2. Date of Priority: MAY 1, 1879

3. Source: CHALLIS CREEK Trib. to: SALMON RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
14N	19E	7	NW	SW	NW	2	CUSTER

5. Description of diverting works:
CONCRETE DIVERSION DAM & HEADGATE, HIGHLINE CANAL

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/01	11/01	0.016		

7. Total Quantity Appropriated is:
0.160 C.F.S. (and/or) A.F.A.

8. Total consumptive use is 19.5 Acre Feet Per Annum.

9. Non-irrigation uses:
NONE

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
14N	19E	21	NW	SW		IRR	4.8
Section Acres							4.8
Total Acres							4.8

11. Place of use in counties: CUSTER

12. Do you own the property listed above as place of use? YES

13. Other Water Rights Used:
A72-00032L

14. Remarks:

TRANS. 1767.

OWNERSHIP CHANGE 11/8/93 BY JG.

OWNERSHIP CHANGE RESULTED IN A SPLIT FROM A72-00006A. A72-00006D
(4.8 ACRES) BELONGS TO CALLISTINI WITH .16 CFS. A72-00006C
BELONGS TO BAUCHMAN (255.2 ACRES) WITH 5.80 CFS. 3/26/96 TLB

15. Basis of Claim: DECREED

Case Number:

Court :

Decree date: / /

STEPHENS ET. AL.

Decree Plaintiff

SHAW ET. AL.

vs Decree Defendant



NEW PROPERTY OWNER NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

Please print or type
(see instructions on back of page)

DATE OF CLOSING: _____

LEGAL DESCRIPTION OF PROPERTY: Township 14N Range 19E Section 21, SW 1/4 of _____ 1/4 of _____ 1/4 Govt. Lot _____, BM. R 15

Lot _____, Block _____, Subdivision/Townsite _____.

If you have additional legal descriptions, please attach separate sheet.

FEB 16 1993
Department of Water Resources
Southern Region

☐ Served Only by a Public Service Water Supply (all water is received from a city or company who maintains water supply system, owns the water right, and bills the customer on a regular basis)

☐ Water Right Number(s)
Assigned by IDWR:

A72-00006A

☐ Name and Address of Former
Owner/Claimant(s)(Seller):

Stephan G & Lyndella Bauchman

P.O. Box 10

Challis, ID 83226

☐ New Owner/Claimant
(Purchaser):

☐ New Mailing Address:

Andrew M. & Anna M. Callistini

P.O. Box 909

Challis, ID 83226

☐ New Telephone Number:

(208) 879-4432

☐ Does the change in ownership result in a splitting of the water right owned/claimed? ☒ yes ☐ no
If yes, then describe the portion of the water right that is now owned/claimed by the new owner:

8 inches of 1879 water rights, subject to the conditions
for drought and other conditions described in the Deed of
conveyance, a copy of which is attached hereto.

☐ Attach proof of
ownership, describe
proof attached: _____

(proof of ownership must describe either the property conveyed or include the claim number. Proof of ownership is not required if this form is signed by the former owner/claimant.)

☐ Signature of New
Owner/Claimant(s)

Anna M. Callistini

Date 1-17-96

Date 1-17-96

☐ Signature of Former
Owner/Claimant(s):

Lyndella Bauchman

Date _____

Date 2-7-96

(Signature of former claimant(s) is not required if proof of ownership is attached.)

FOR IDWR USE ONLY:

Initial Review and Data-Entry

Date: _____ By: _____

Further Action Needed:

Further Action Taken

Date: _____ By: _____

Final Review and Data-Entry

Date: 3-26-96 By: HSB

Claim Numbers of Split, if any:

A72-00006A & D

MICROFILMED

DEC 09 1996

Original to be mailed to Idaho Department of Water Resources
Copies to Former Owner and New Owner

RECEIVED

FEB 16 1996

WARRANTY DEED AND
EASEMENT

Department of Water Resources
Southern Region

THIS INDENTURE, made this 5th day of JANUARY, 1996, by and

between STEPHEN G. BAUCHMAN and LYNDLELLA BAUCHMAN, husband and wife,
whose address is P. O. Box 10, Challis, State of Idaho, hereinafter referred to as "Grantor",
and ANDREW M. CALLISTINI and ANNA M. CALLISTINI, whose address is
P.O. Box 909 - Challis, Idaho 83226,
Challis, State of Idaho, hereinafter referred to as "Grantee".

WITNESSETH:

That the said Grantor, for and in consideration of the sum of Ten Dollars and
other valuable consideration, lawful money of the United States of America, to them in
hand paid by the said party of the second part, the receipt whereof is hereby acknowledged,
does by these presents, grant, bargain, sell and convey, and confirm unto said Grantee, and
to their heirs and assigns forever, all that certain lot, piece, or parcel of land situate, lying,
and being in the County of Custer, State of Idaho, bounded and more particularly described
as follows, to-wit:

PARCEL A. A PARCEL OF LAND LOCATED IN THE
SW $\frac{1}{4}$, SECTION 21, T. 14 N., R. 19 E., BOISE MERIDIAN,
CUSTER COUNTY, IDAHO, MORE PARTICULARLY
DESCRIBED AS FOLLOWS:

COMMENCING AT THE SW CORNER OF SAID SECTION
21, RUN THENCE N. 18° 06' 40" E. 2088.87 FT. TO THE
POINT OF BEGINNING: THENCE S. 00° 05' 16" E. A
DISTANCE OF 668.00 FT.: THENCE NO. 89° 40' 07" W. A
DISTANCE OF 652.25 FT. TO A POINT ON THE
WESTERLY BOUNDARY OF SAID SECTION 21:
THENCE N. 00° 04' 52" W. 667.80 FT. ALONG SAID
BOUNDARY: THENCE S. 89° 41' 09" E. A DISTANCE OF
652.17 FT. TO THE POINT OF BEGINNING.

MICROFILMED

DEC 03 1996

Together with eight (8) inches of Grantor's 1879 water right for irrigation upon said property which right shall at all times be inferior to Grantor's water right by this reservation by Grantor and subject to the Piva drought priority agreement dated March 30, 1971. In the event of a water shortage, priority reduction or other reduction affecting Grantor's water rights or available water, such reduction shall first be reduced from Grantee's eight (8) miners inches.

Excepting therefrom and reserving to Grantor, and to their heirs and assigns, an existing irrigation ditch and headgate and an arterial irrigation ditch and other related structures, both ditches running diagonally from approximately the North-West corner to the South boundary of said property, together with ingress and egress across said property by vehicles, horses and pedestrians for access to said irrigation ditches and structures for irrigation purposes and construction and maintenance of said ditches.

Together with, all and singular, the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining, and the rents, issues, and profits thereof.

Easement

Grantor further hereby grants to Grantee a ten (10) foot, non-exclusive, utility easement together with ingress and egress upon said easement for construction and maintenance thereof said easement to be located along and adjoining the West boundary of the following described property:

A PARCEL OF LAND LOCATED IN THE SW $\frac{1}{4}$, SECTION 21, T. 14 N., R. 19 E., BOISE MERIDIAN, CUSTER COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SW CORNER OF SAID SECTION 21, RUN THENCE N. 18° 06' 40" E. 2088.87 FT. TO THE POINT OF BEGINNING: THENCE N. 89° 41' 09" W. 652.17 FT. TO A POINT ON THE WESTERLY BOUNDARY OF SAID SECTION 21: THENCE N. 00° 04' 52" W. 632.53 FT. ALONG SAID BOUNDARY TO A POINT ON AN EXISTING FENCE LINE: THENCE S. 89° 51' 38" E. 652.09 FT. ALONG SAID FENCE: THENCE S. 00° 05' 16" E. 634.52 FT. TO THE POINT OF BEGINNING.

TO HAVE AND TO HOLD, all and singular, the said premises and easement together with the appurtenances and privileges thereunto incident unto Grantee, and to their heirs and assigns forever; and Grantor and their heirs, warrants the said premises in the quiet and peaceable possession of Grantee, their heirs and assigns, against the said Grantor and their heirs, and against all and every person or persons whomsoever, lawfully claiming or to claim the same, shall and will warrant and by these presents forever defend.

IN WITNESS WHEREOF, Grantor hereunto sets their hand and seal the day and year first above written.

Stephen G. Bauchman
Stephen G. Bauchman

Lyndella Bauchman
Lyndella Bauchman, by Stephen G. Bauchman,
attorney in fact

STATE OF Nevada)
County of Clark) ss.

On this 5th day of January, 1996, before me, the undersigned, a Notary Public, in and for said State, personally appeared Stephen G. Bauchman, known or identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

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

(SEAL)



A. Christine Conner
NOTARY PUBLIC FOR Nevada
Residing at Las Vegas, NV
My Commission Expires 9-26-99

STATE OF _____)
 : ss.
County of _____)

On this _____ day of _____, 199____, before me the undersigned, a Notary Public, personally appeared Stephen G. Bauchman, known or identified to me to be the person whose name is subscribed to the within instrument as the attorney in fact for Lyndella Bauchman and acknowledged to me that he subscribed the name of Lyndella Bauchman thereto as principal, and his own name as attorney in fact.

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

(SEAL)

NOTARY PUBLIC FOR _____
Residing at _____
My Commission Expires: _____

STATE OF Nevada)
 : ss.
County of Clark)

On this 5th day of January, 1996, before me, the undersigned, a Notary Public, in and for said State, personally appeared Lyndella Bauchman, known or identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she / _____ executed the same.

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

(SEAL)



A. Christine Conner
NOTARY PUBLIC FOR Nevada
Residing at Las Vegas, NV
My Commission Expires 9-26-99

0210289

Custer County Reg. of
Custer County
Title _____
Date 1:46 P.M.

1-16 1996
Elmer M. Peck, Clerk
Wanda J. Murphy
1202

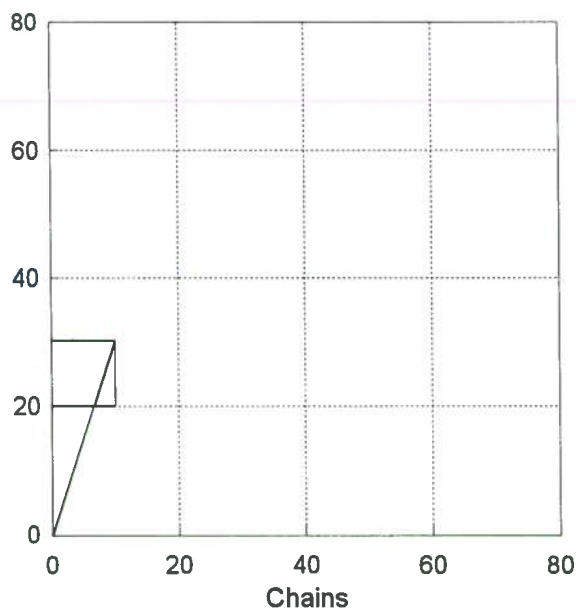
MICROFILMED

DEC 03 1996

RIGHT: _____

CLAIMANT: _____

METES & BOUNDS
Sec 21, T 14N, R 19E



03/26/96 02:10 PM

ACRES = 4.80

MICROFILMED
DEC 03 1996

By: _____

RIGHT: _____

CLAIMANT: _____

METES AND BOUNDS TABLE

X-COR	Y-COR	ANGLE			BEARING	DIST (FT)	CUM ACRES
		DEGREES	MINUTES	SECONDS			
0.00	0.00	18.00	6.00	40.00	ne	2088.87	14.80
9.84	30.08	0.00	5.00	16.00	se	668.00	4.83
9.85	19.96	89.00	40.00	7.00	nw	652.25	4.86
-0.03	20.02	0.00	4.00	52.00	nw	667.80	4.82
-0.04	30.14	89.00	41.00	9.00	se	652.17	4.80
9.84	30.08	18.00	6.00	40.00	sw	2088.87	4.80
9.84	30.08						4.80
9.84	30.08						4.80
9.84	30.08						4.80
9.84	30.08						4.80
9.84	30.08						4.80
9.84	30.08						4.80
9.84	30.08						4.80

03/26/96 02:21 PM

ACRES = 4.80

MICROFILMED
DEC 03 1996

By: _____



State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region, 222 Shoshone St. East, Twin Falls, Idaho 83301-6105 (208) 736-3033
Fax (208) 736-3037

PHILIP E. BATT
Governor

KARL J. DREHER
Director

MARCH 26, 1996

ANDREW & ANNA CALLISTINI
PO BOX 909
CHALLIS ID 83226

RE: SRBA CLAIM(S) A72-00006A (SPLIT)
BAUCHMAN

DEAR CLAIMANT(S):

PURSUANT TO THE NOTIFICATION THAT YOU HAVE PURCHASED PROPERTY WITH THE ABOVE-REFERENCED ADJUDICATION CLAIM(S). WE HAVE CHANGED THE DEPARTMENT'S RECORDS AS YOU HAVE REQUESTED. **THIS COPY IS FOR YOUR RECORDS.** PLEASE REVIEW THESE RECORDS FOR ACCURACY.

IF YOU HAVE ANY QUESTIONS, PLEASE FEEL FREE TO CALL ME AT THIS OFFICE.

SINCERELY,

TARA L BACKLUND
SNAKE RIVER BASIN ADJUDICATION
RECORDS CLERK

/tlb
ENCLOSURES

CC: BAUCHMAN, PO BOX 10 , CHALLIS, ID 83226

MICROFILMED
DEC 03 1996

Water Right Number - R72-000060

Prefix Translation: RESEARCH

Old (D) Number -

*** C - CURRENT OWNER ***
CALLISTINI

ANDREW M

CALLISTINI

CHERYL LYNN

*** O - ORIGINAL OWNER ***
CUTLER

HOWARD R

CUTLER

ZELLA M

BAUCHMAN

STEPHEN

BAUCHMAN

LYNDELLA

+ - - Priority Date - - +
05/01/1879+ - - Region - - - +
17 SOUTHERN+ - - Stage - - - +
D - DECREED

+ - - Status - - - +

+ - - Source - - - +
CHALLIS CREEK+ - - Tributary - - - +
SALMON RIVER

Trn	Rng	Sec	Tract	Lot	Rflg	County	Point of Diversion	Water Use	Diversion Rate	Diversion Volume
14N	19E	7	SM NW NW	10	R	(37) CUSTER	HIGH LINE CANAL			
		21	SM NW SW			(37) CUSTER				
Code	Description	Period From	Period To	Water Use	Diversion Rate	Diversion Volume				
01 - IRRIGATION		04/01	10/31		0.160					

Water right number - R72-00006D

Prefix Translation: RESEARCH

+ - Total Div. Rate - + - Total Div. Volume - + - Total Consumptive Use - + - KW Usage - +
0.160 0.0

Twn	Rng	Sec	Tract	Lot	Acres	Code	Description	County
14N	19E	21	NW SW	2.6	01	IRRIGATION	(37) CUSTER	
Total Acres:							2.6	

+ - Diversion Means - CONCRETE DIVERSION DAM & HEADGATE, HIGHLINE CANAL

+ - Non-Irrigation Use - NONE

+ - Other Rights for Same Use -

Remarks - - - - -
GEN THIS RIGHT IS SUBJECT TO REGULATION BY THE WATERMASTER OF
WATER DISTRICT 72-C.

needs EXF report

+ - No Old Water Right Numbers Found

+ - Conditions of Approval - - - - -
R01 - A measuring device of a type approved by this Department shall
be maintained as a part of the diverting works.

+ - Decree Plaintiff - - - - - + - Decree Defendant - - - - - + - Decree Date - +
STEPHENS ET. AL. SHAW ET. AL. 00/00/0000

+ - Comments - - - - -
Date: 11/03/1998 User Id: JROBERTS Subject: COPIED FROM REMARKS
TRANS. 1767.
OWNERSHIP CHANGE 11/8/93 BY JG.
OWNERSHIP CHANGE RESULTED IN A SPLIT FROM A72-00006A. A72-00006D (4.8 ACRES) BELONGS TO CALLISTINI WITH .16 CFS. A72-00006C
BELONGS TO BAUCHMAN (255.2 ACRES) WITH 5.80 CFS. 3/26/96 TLB *CHANGED OWNERSHIP PER REQUEST/JH/5-11-98*

+ - Audit Fields - - +
11/03/98 JROBERTS

+ - Adjudication Rights Dates and Flags Area - - - - - +
Court Report Filing - 00/00/0000 Field Inspection Made - 06/30/1993 Civil Case Number - 39576
Objection Filed Date - 00/00/0000 Field Inspection Flag -
Response Filed Date - 00/00/0000 Verified Date - 00/00/0000 Old Judicial District -
Claim Received Date - 12/18/1989 Last Amended Date - 00/00/0000 Temporary Right - P
Receipt Number - X777777 Water District - 72C
POU Ownership Flag - Y Federal/State Indicator - S
Name Connector - OR Presumption Flag - D
Notice of Error Flag -

CLAIM NUMBER72-000061

DATE10/7/98

TRANSFER NUMBER

AGENT

CLAIMED ACRE TOTAL4.8

GIS ACRE TOTAL2.6

	TWP	RNG	SEC	NE				NW				SW				SE				
				NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
CLAIM	14N	19E	21										4.8							4.
GIS	14N	19E	21										2.6							2.
RECOM	14N	19E	21										2.6							2.
CLAIM																				
GIS																				
RECOM																				
CLAIM																				
GIS																				
RECOM																				

B72-DBPOU.SHP

SHAPE NOS.

29

B72-DBPOD.SHP

NOS. DESCRIPTION

57 14N,19E,21 SWNW SW

3 14N,19E,7 SWNW NW (10)

DBF TABLES UPDATED

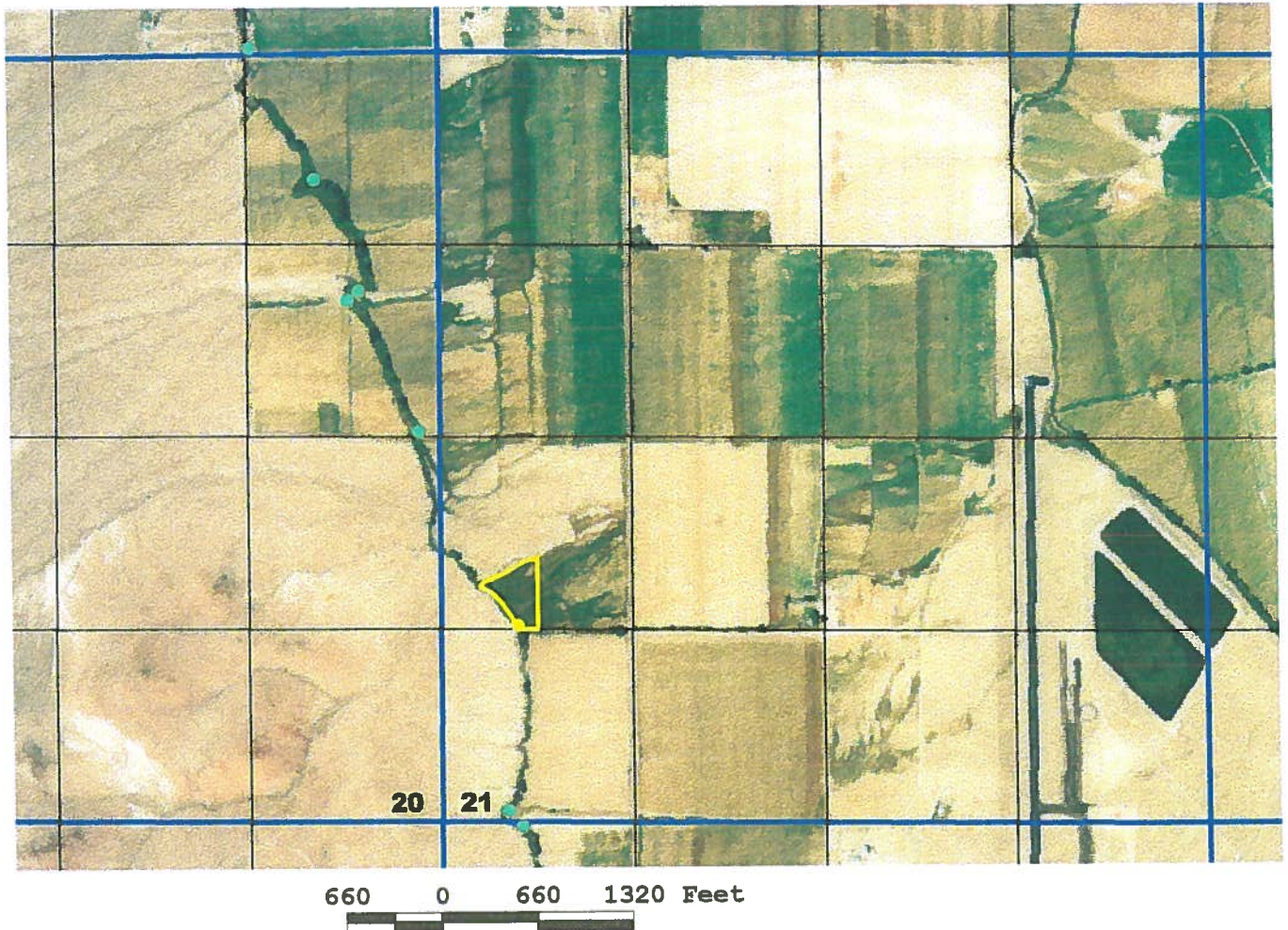
B72-DBPOU.DBF

B72-DBPOD.DBF

IDAHO DEPARTMENT OF WATER RESOURCES

72-00006D

ANDREW & ANNA CALLISTINI



**RECOMMENDED PLACE OF USE
DATA ENTRY ON OCT. 7, 1998
TWP 14N, 19E, SEC . 21**



-  **RECOMMENDED PLACE OF USE**
-  **RECOMMENDED POINT OF DIVERSION**
-  **SECTION LINES**
-  **QUARTER QUARTER LINES**

**GIS PLACE OF USE PRESENTATION
USFS 1992 AERIAL PHOTOGRAPHY
DATA ENTRY BY JEANIE ROBERTSON**

RE-EVALUATION OF IRRIGATION RATES BASED UPON 1997 REVISED HUBBLE ANALYSIS PROCEDURES

CLAIM NUMBERS

72-000061

DATE: 11/3/98, 1998

REVIEWED BY [Signature]

CHALLIS AREA SOIL REVIEW

SOIL TYPE	BORDER CFS/AC		FURROW CFS/AC		OPTIMUM ROTATION		SOIL TYPE	BORDER CFS/AC		FURROW CFS/AC		OPTIMUM ROTATION	
	PAST	ALFA	PAST	ALFA	PASTURE	ALFALFA		PAST	ALFA	PAST	ALFA	PASTURE	ALFALFA
ATC	.15	.13			6.49	7.62	PD2	.11	.12			5.15	4.74
BB1	.09	.09			6.09	6.17	RE2	.29	.21			3.15	4.74
BBD							RP1	.19	.21			4.89	4.57
BC1	.16	.17			5.82	5.46	SH1	.06	.05			9.37	12.10
BK1	.07	.06			10.62	11.86	SOC	.08	.07			7.38	8.08
BT1	.18	.16			3.99	4.19	SSA	.15	.14			4.79	5.01
BT2	.41	.32			2.34	2.87	SXF	.12	.11			6.14	6.80
CB1	.06	.06			11.55	13.47	TC1	.06	.06			9.82	9.55
CHA	.21	.21			4.52	4.76	TD1	.04	.03			12.46	16.50
CP1	.36	.36			2.61	2.78	WB2	.13	.13			5.37	5.43
DB1	.13	.11			5.66	6.65	WAA	.19	.16			3.81	4.23
DBB	.13	.11			5.71	6.69	WBB	.17	.14			3.36	3.84
DBC	.13	.11			5.71	6.69	WC1	.07	.06			11.24	13.45
DMF	.18	.21			5.12	4.72	WPT	.19	.15			3.16	3.69
DT2	.05	.04			12.46	16.50	WV1	.07	.06			11.24	13.45
DWA	.14	.14			4.79	5.01	XHS						
GO1	.10	.12			12.47	10.51	YN1	.18	.14			5.38	6.92
HAYSE													
KEG	.08	.07			8.73	10.06							
MUG	.15	.14			4.54	4.98							
NDL	.13	.12			5.30	6.06							

The rate per acre calculations are based upon a 300 foot run at a 2% slope. An 8 hour set time was also used. Individual graded border evaluations, soil characteristics work sheets, and peak irrigation diversion requirement work sheets have been created and archived separately for each soil type.

Where actual rotation is shorter than the optimal rotation, optimal rotation is the criteria to be used for the recommendation analysis and, therefore, the rotation percentage adjustment is not necessary. The rate becomes the acres per soil type times the rate per acre from the above chart.

SOIL TYPE	OPTIMAL ROTATION / (chart)	ACTUAL ROTATION / (field)	ACRES PER SOIL TYPE (field)	RATE PER ACRE (chart)	TOTAL DIVERSION RATE
Mug	4.5	13	2.6	.15	.39 CFS
					CFS
					CFS
					CFS

TOTAL ACRES 2.6

DECREED RATE =

CLAIMED DIVERSION RATE = .16

MEASURED DIVERSION RATE =

rev. as claimed