



State of Idaho

DEPARTMENT OF WATER RESOURCES

322 E FRONT ST STE 648 PO BOX 83720 • BOISE, ID 83720-0098

Phone: (208)287-4800 • Fax: (208)287-6700 • Website: www.idwr.idaho.gov

Brad Little
Governor

Gary Spackman
Director

October 26, 2020

LARRY BRATCHER
PO BOX 71
WHITE BIRD ID 83554-0071

RE: Change in Ownership Water Right No: 79-7119

Dear Mr. Bratcher:

The Idaho Department of Water Resources (Department) received a Notice of Change in Water Right Ownership (Notice) from you on August 24, 2020 for the above referenced water right. The Department reviewed the deeds you provided along with aerial imagery and historical licensing documents and has determined that the domestic use authorized by this license is for a home that is not located on your property. Therefore, the Notice could not be processed and the Department is returning your Notice and the attachments.

A refund of \$25 has been requested and will be mailed to Larry Dean Bratcher under separate cover from the Idaho State Controller's Office.

If you have any questions regarding this matter, please contact me at (208) 287-4920.

Sincerely,

Debbi Judd
Technical Records Specialist

Enclosures

Judd, Debbi

From: Judd, Debbi
Sent: Monday, October 26, 2020 8:48 AM
To: Financial
Subject: Refund request

TO: Sascha Marston

FROM: Debbi Judd

DATE: October 26, 2020

RE: Refund: Ownership change

Please refund \$25. Ownership change was not processed.

NAME: LARRY DEAN BRATCHER

ADDRESS: PO BOX 71
WHITE BIRD ID 83554

RECEIPT #: C109171

Thank you.
Debbi

Debbi Judd
Technical Records Specialist
debbi.judd@idwr.idaho.gov

Idaho Department of Water Resources
322 E Front St
PO Box 83720
Boise, ID 83720-0098
208-287-4920
www.idwr.idaho.gov

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

AUG 24 2020

DEPARTMENT OF
WATER RESOURCES

Notice of Change in Water Right Ownership

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, see #6 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
79-7119	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>		Yes <input type="checkbox"/>	Yes <input type="checkbox"/>
	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>		Yes <input type="checkbox"/>	Yes <input type="checkbox"/>
	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>		Yes <input type="checkbox"/>	Yes <input type="checkbox"/>
	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>		Yes <input type="checkbox"/>	Yes <input type="checkbox"/>
	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>		Yes <input type="checkbox"/>	Yes <input type="checkbox"/>

2. Previous Owner's Name: Getta Creek Land Co
3. New Owner(s)/Claimant(s): Larry Bratcher *or Michael Larry Bratcher* AB
- Name of current water right holder/claimant
- New owner(s) as listed on the conveyance document
- Name connector ☐ and ☐ or ☐ and/or
- PO BOX 71 Whitebird ID 83554
- Mailing address City State ZIP
- 208-413-3214 Telephone Email
4. If the water rights and/or adjudication claims were split, how did the division occur?
- ☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
- ☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
5. Date you acquired the water rights and/or claims listed above: 11/13/2017
6. If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed IRS Form W-9 for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed Lessor Designation form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).
7. This form must be signed and submitted with the following **REQUIRED** items:
- ☒ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
- ☒ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
- ☒ Filing fee (see instructions for further explanation):
- ☐ \$25 per *undivided* water right.
 - ☐ \$100 per *split* water right.
 - ☐ No fee is required for pending adjudication claims.
- ☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
- ☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

8. Signature: *Larry Bratcher* Title, if applicable _____ Date _____
- Signature of new owner/claimant
- Signature: _____ Title, if applicable _____ Date _____
- Signature of new owner/claimant

For IDWR Office Use Only:

Received by *KL* Date 8-24-2020 Receipt No. C109171 Receipt Amt. \$ 25.00

Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☒

Name on W-9 _____ Approved by _____ Processed by _____ Date _____

State of Idaho
Department of Water Resources

Water Right

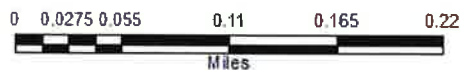
79-7119

DOMESTIC

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.



Date created: 8/24/2020



Legend

- Point of Diversion
- Place of Use Boundary
- Townships
- PLS Sections
- Quarter Quarters



RECORD OF SURVEY

A PORTION OF THE NW1/4 NW1/4 SECTION 21
TOWNSHIP 28 NORTH, RANGE 1 WEST, BOISE MERIDIAN
IDAHO COUNTY, IDAHO

S-3492

Instrument # 511160

IDAHO COUNTY, IDAHO,

10-26-2017 01:14:34 PM No. of Pages: 1

Recorded for : GREG SKINNER

KATHY M. ACKERMAN

Ex-Officio Recorder Deputy

Fee: 5.00

Margaret Newman



Reference Survey
Inst. No. 419572 (S-1914)

0' 120' 240'

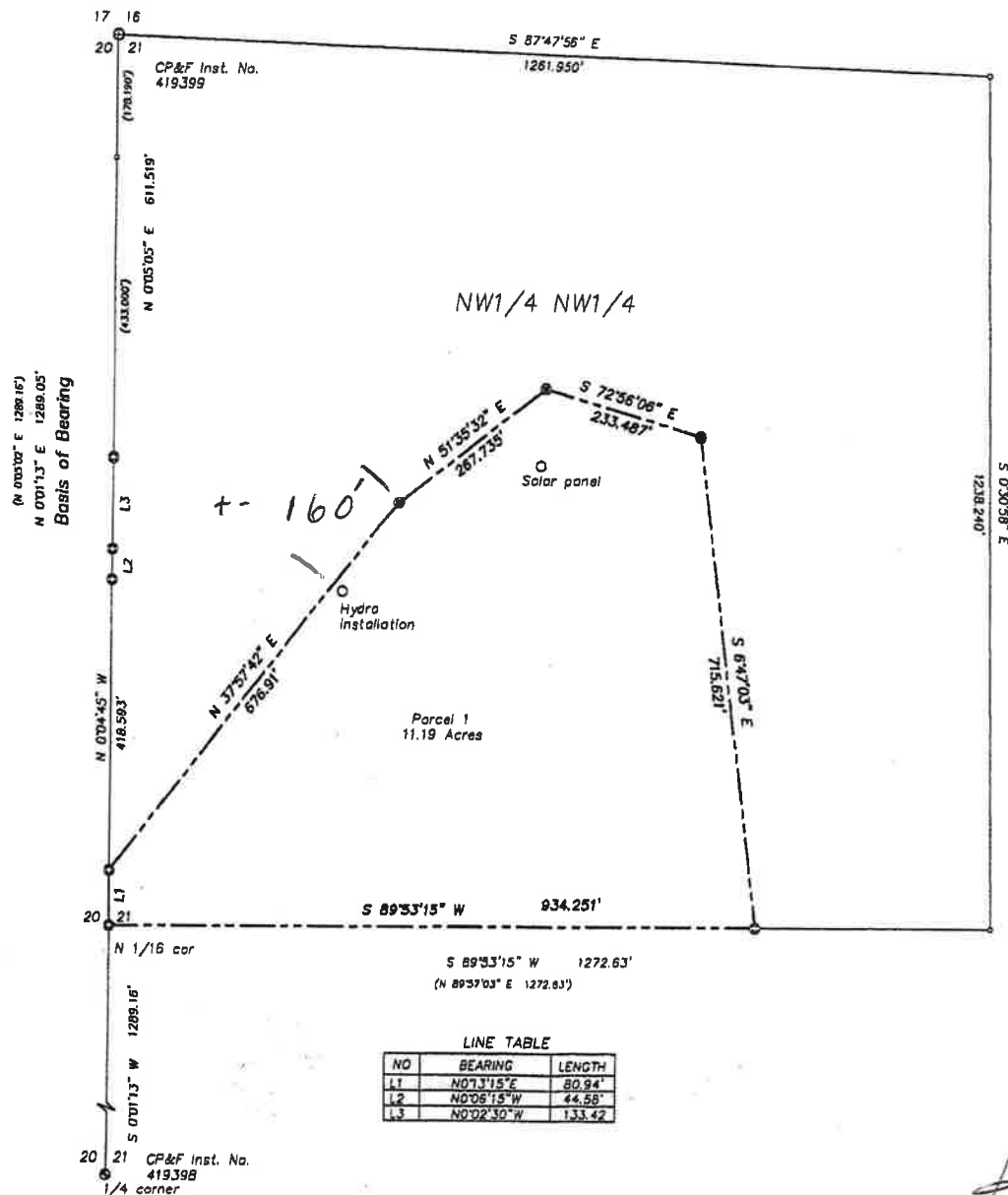
Scale: 1" = 120'

LEGEND

- ⊙ BRASS CAP MONUMENT - FOUND
- ⊙ ALUMINUM CAP MONUMENT - FOUND
- ⊙ 5/8" REBAR W/ALUM CAP - FOUND
- ⊙ 5/8" x 30" REBAR - SET
- CALCULATED POINT
- PROPERTY BOUNDARY LINE
- - - SECTION/ALIQUOT PART LINE
- (xxx.xx) DATA OF RECORD

CERTIFICATION

I, Greg L. Skinner, do hereby certify that I am a Professional Land Surveyor, licensed by the State of Idaho, and that this map has been prepared from an actual survey made on the ground under my direct supervision, that this map is an accurate representation of said survey, and that it is in conformity with the Corner Perpetuation Act, Idaho Code 55-1601 through 55-1612.



SURVEY FOR:

LARRY BRATCHER

Drawn By: GLS

Date: Oct. 2, 2017

Surveyed By: GLS

Job No. SEG0417

**Skinner Land
Survey Co. Inc.**
312 W. South Street
Grangeville, Idaho 83630
(206)-983-2617
greg@skinnerlandsurvey.com

Larry Bratcher

MAKE CHECK PAYABLE TO:
ABBIE HUDSON
IDAHO COUNTY TREAS/TAX COLL
320 WEST MAIN, ROOM 2
GRANGEVILLE, ID 83530-1994

2019 TAX BILL/RECEIPT

BILL# 12829
CODE AREA 13-0000

PARCEL NUMBER
RP28N01W213100A
LAND 32,023
IMPROVEMENT 27,136

1ST HALF DUE		2ND HALF DUE	
TAX	265.67	TAX	265.67
LATE		LATE	
INT		INT	
COST		COST	
TOT		TOT	

FULL DUE
531.34

TAX
LATE
INT
COST
TOT

TOT MKT 59,159
HO EXEMPT 9,787
NET MKT 49,372
TOT ACRES 11.185

BRATCHER LARRY

*

P O BOX 71
WHITE BIRD

ID 83554

T28N R1W SEC 21 11.185 AC
TAX 5
(SEE S-3492)

578

GETTA CREEK ROAD

83522

★★★IMPORTANT★★★
PLEASE READ BOTH FRONT AND BACK
★★★ MONTHLY PAYMENTS ARE ACCEPTED★★★

TO AVOID LATE CHARGES, PAYMENTS MUST BE
RECEIVED OR POSTMARKED BY THE DUE DATE.

QUESTIONS? 208-983-2801 \$15.00 CHARGE
FOR ALL RETURNED CHECKS

TAXING DISTRICT	RATE	
STATE	.000000000	
COUNTY	.001996294	98.56
#244 BOND		
#244 SUPPLEMENTAL	.003360340	165.90
#244 OTHER	.000030197	1.48
DOUMECQ	.000000000	
SYRINGA HOSP	.000446603	22.04
DISTRICT TOTAL	.005833434	287.90
SOLID WASTE		225.10
FOREST ASSESSMENT		15.00
FOREST PRACTICES ACT		3.20
AMOUNT DUE		531.34

Instrument # 511334

IDAHO COUNTY, IDAHO,

11-14-2017 10:05:30 AM No. of Pages: 4

Recorded for : LARRY BRATCHER

KATHY M. ACKERMAN

Ex-Officio Recorder Deputy

Fee: 15.00

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Lerma Grover Law
3045 E. Copper Point Drive
Meridian, ID 83642

(Space Above For Recorder's Use)

WARRANTY DEED

For good and valuable consideration, the receipt of which is hereby acknowledged, GETTA CREEK LAND COMPANY, through its authorized agent, DAWN RUSSELL, hereinafter "Grantor," conveys, grants, and warrants to LARRY BRATCHER, a single man, whose address is P.O. Box 71, White Bird, Idaho, hereinafter "Grantee," and to his heirs and assigns, all right, title and interest which Grantor now has or may hereafter acquire in the following described real property situated in Idaho County, State of Idaho, to-wit:

BEGINNING at the southwest corner of said NW1/4 NW1/4, a found 5/8 inch diameter rebar with aluminum cap attached which bears South 00° 01' 13" West a distance of 1289.05 feet from the northwest corner of Section 21, a found aluminum cap monument;

thence North 00° 13' 15" East a distance of 80.94 feet to a found 5/8 inch diameter rebar with aluminum cap attached;

thence North 37° 57' 42" East a distance of 676.91 feet to a 5/8 x 30 inch rebar set with a plastic cap stamped L. S. 3627;

thence North 51° 35' 32" East a distance of 267.74 feet to a 5/8 x 30 inch rebar set with a plastic cap stamped L. S. 3627;

thence South 72° 56' 06" East a distance of 233.49 feet to a 5/8 x 30 inch rebar set with a plastic cap stamped L. S. 3627;

thence South 06° 47' 03" East a distance of 715.62 feet to a point on the south boundary of said NW1/4 NW1/4, a found 5/8 inch diameter rebar with aluminum cap attached;

thence South 89° 53' 15" West along said south boundary a distance of 934.25 feet to the **POINT OF BEGINNING**, containing 11.185 acres, more or less.

This conveyance shall include any and all estate, right, title, interest, appurtenances, tenements, hereditaments, reversions, remainders, easements, rents, issues, profits, rights-of-way and water rights in anywise appertaining to the property herein described as well in law as in equity.

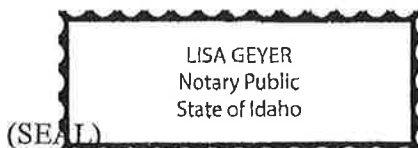
The Grantor covenants to the Grantee that Grantor is the owner in fee simple of said premises; that the premises are free from all encumbrances, excepting those as may be herein set forth, and excepting those of record, and that Grantor will warrant and defend the same from all lawful claims.

WITNESS the hand of said Grantor this 13 day of Nov., 2017.

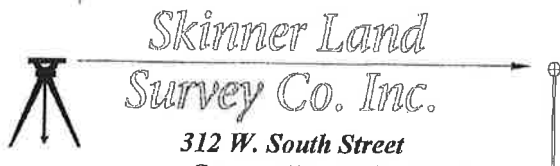
Dawn E Russell
DAWN RUSSELL

STATE OF IDAHO)
County of Gem) :ss

On this 13 day of Nov, in the year 2017, before me, Lisa Geyer, a Notary Public, personally appeared DAWN RUSSELL known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.



Lisa Geyer
Notary Public for Idaho
Commission expires: 01-08-21



*Skinner Land
Survey Co. Inc.*

312 W. South Street
Grangeville, Idaho 83530
(208)983-2517
Cell (208) 983-7358
Greg@skinnerlandsurvey.com

Greg L. Skinner, PLS

October 2, 2017

Description for
Larry Bratcher
Job No. SEG0417

Parcel 1

This parcel is a portion of the NW1/4 NW1/4 of Section 21, Township 28 North, Range 1 West of the Boise Meridian, Idaho County, Idaho and is more particularly described as follows:

BEGINNING at the southwest corner of said NW1/4 NW1/4, a found 5/8 inch diameter rebar with aluminum cap attached which bears South 00° 01' 13" West a distance of 1289.05 feet from the northwest corner of Section 21, a found aluminum cap monument;

thence North 00° 13' 15" East a distance of 80.94 feet to a found 5/8 inch diameter rebar with aluminum cap attached;

thence North 37° 57' 42" East a distance of 676.91 feet to a 5/8 x 30 inch rebar set with a plastic cap stamped L. S. 3627;

thence North 51° 35' 32" East a distance of 267.74 feet to a 5/8 x 30 inch rebar set with a plastic cap stamped L. S. 3627;

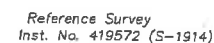
thence South 72° 56' 06" East a distance of 233.49 feet to a 5/8 x 30 inch rebar set with a plastic cap stamped L. S. 3627;

thence South 06° 47' 03" East a distance of 715.62 feet to a point on the south boundary of said NW1/4 NW1/4, a found 5/8 inch diameter rebar with aluminum cap attached;

thence South 89° 53' 15" West along said south boundary a distance of 934.25 feet to the **POINT OF BEGINNING**, containing 11.185 acres, more or less.



A PORTION OF THE NW1/4 NW1/4 SECTION 21
TOWNSHIP 28 NORTH, RANGE 1 WEST, BOISE MERIDIAN
IDAHO COUNTY, IDAHO



Scale: 1" = 120'

LEGEND

- (1) BRASS CAP MONUMENT - FOUND
 (2) ALUMINUM CAP MONUMENT - FOUND
 (3) 5/8" REBAR W/ALUM CAP - FOUND
 (4) 5/8" x 30" REBAR - SET
 () CALCULATED POINT
 --- PROPERTY BOUNDARY LINE
 --- SECTION/ALIQUOT PART LINE
 (xxx.xx) DATA OF RECORD

CERTIFICATION

I, Greg L. Skinner, do hereby certify that I am a Professional Land Surveyor, licensed by the State of Idaho, and that this map has been prepared from an actual survey made on the ground under my direct supervision, that this map is an accurate representation of said survey, and that it is in conformity with the Corner Perpetuation Act, Idaho Code 55-1601 through 55-1812.



NO	BEARING	LENGTH
L1	N0°13'15"E	80.94'
L2	N0°06'15"W	44.58'
L3	N0°02'30"W	133.42'

SURVEY FOR:

LARRY BRATCHER

Drawn By: GLS

Date: Oct. 2, 2017

Surveyed By: GLS

Job No. SEG0417

Skinner Land
Survey Co. Inc.

312 W. South Street
Grangeville, Idaho 83530
(208)-888-2612

greg@skinnerlandsurvey.com

greg@skinnerlandsurvey.com

390457

WARRANTY DEED

COMPUTER
INDEXED
TRACTED
FILMED
ABSENCE

GRANTOR, NEIL MARKOVITZ and MARY MARKOVITZ, husband and wife,
of P. O. Box 1732, Lewisburg, West Virginia 24901, for a good and
valuable consideration, the receipt of which is hereby
acknowledged, does hereby grant, bargain, sell and convey unto
GETTA CREEK LAND COMPANY, of Snake River Route, Lewiston, ID
83501, as GRANTEE, and to grantee's heirs and assigns forever, all
of the following described real estate located in the County of
Idaho, State of Idaho, to wit:

Township 28 North Range 1 West.

Section 21: W¹/₂E¹/₂NE¹/₄NW¹/₄, W¹/₂NE¹/₄NW¹/₄, NW¹/₄NW¹/₄.

TOGETHER with all improvements, water, water rights, ditches,
ditch rights, easements, hereditaments and appurtenances thereto.

Subject to:

1. General taxes for the year 1996, which are a
lien, not yet due and payable.
2. All easements, reservations and encumbrances
of record.

TO HAVE AND TO HOLD the said premises, with their
appurtenances, unto the said Grantees, their heirs and assigns
forever. And the Said Grantors do hereby covenant to and with the
said Grantees that they are the owners in fee simple of said
premises; that they are free from all encumbrances, and that they
will warrant and defend the same from all lawful claims whatsoever,
except general taxes for the year 1996, and easements,
reservations, restrictions and rights-of-way of record or in use.

WARRANTY DEED

STATE OF IDAHO
County of Idaho
Recorded at request of
Rose E. Gehring
at 10 minutes past 3:02 p.m.
this 4th day of December, 1996
ROSE E. GEHRING
Recorded
Deputy

291946

WARRANTY DEED

INDEXED ☒
TRACTED ☒
FILMED ☒
ASSESSOR ☒

For Value Received, FRED W. CRANER and SALLY A. CRANER, husband and wife, the Grantors, do hereby grant, bargain, sell and convey unto TERESA MARIE ADAIR, a single person, the Grantee, whose current address is 511 12th St. Keosauqua, Idaho 83439, the following described premises in Idaho County, State of Idaho, to-wit:

Township 28 North, Range 1 West, Boise Meridian, Idaho County, Idaho:

Section 21: Northwest Quarter of the Northwest Quarter;

Section 34: Southwest Quarter of the Southwest Quarter.

unto the grantors the right of way on existing road through the northwest quarter of the northwest quarter of section 21
SUBJECT TO Reciprocal Road Easement, including the terms and conditions thereof, by and between Justin Smith, his wife, Jessie Smith, Roscoe Smith, Warren and Jane Brown, husband and wife, Mary Johnson, a widow, Jim Rupp and Ilene Rupp, husband and wife, and William Fawn Rupp and Rosa Rupp, husband and wife, recorded October 10, 1979, under Instrument No. 281694, records of Idaho County, Idaho.

TOGETHER WITH all the rights of an original signatory to said Reciprocal Road Easement, as an assignee of Mary Johnson, including but not limited to, the right to the full use of the Camp Howard Road as set out therein.

TOGETHER WITH the right to use a strip of land 20 feet wide over and across the SW 1/4 NW 1/4 and the NW 1/4 SW 1/4 of Section 34, Township 28 North, Range 1 West, Boise Meridian, Idaho County, Idaho, commencing at the point the present Camp Howard Road crosses Indian Creek, thence following the present skidding road in a southerly direction, for the purpose of providing ingress and egress from the Camp Howard Road to the real property herein being conveyed in Section 34.

TOGETHER WITH any and all other road access easements and rights of way grantors presently have or may hereafter acquire from the Camp Howard Road to the real property located in Section 21, herein being conveyed.

TO HAVE AND TO HOLD the said premises and their appurtenances unto the said Grantee, her 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 they will warrant and defend the same from all lawful claims whatsoever.

IN WITNESS WHEREOF, the said Grantors have hereunto set their hands and seals this 29th day of June, 1981.

Fred W. Craner
Sally Craner

STATE OF Idaho)
WASHINGTON) ss
County of Kootenai)

On this 29th day of June, 1981, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared FRED W. CRANER, a married man, known to me to be the person whose name is subscribed to the within and 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 hereinabove first written.



Sandra L. Braden
Notary Public in and for the State of Washington,
residing at Coeur d'Alene, therein. Idaho

On this 30th day of June, 1981, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared SALLY CRANER, a married woman, known to me to be the person whose name is subscribed to the within and 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 hereinabove first written.



Sandra L. Braden
Notary Public for the State of Idaho;
Residing at Coeur d'Alene, therein.

Filed and recorded at the request of IDAHO COUNTY TITLE CO.
at 11:30 o'clock 9 M this 1st day of July, 1981

By Sandra L. Braden
Deputy

BOB J. WAITE
IDAHO COUNTY, Ex-Officio Auditor and Recorder

Fee \$ 4.00 IDAHO COUNTY TITLE CO

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WARRANTY DEED

For Value Received, TERESA M. ADAIR, a single woman, of PO Box 504, Cottonwood, Idaho, 83522, hereinafter called the GRANTOR, does hereby grant, bargain, sell and convey unto NEIL MARKOVITZ and MARY MARKOVITZ, husband and wife, of Route 4, Cottonwood, Idaho, 83522, hereinafter called the GRANTEES, the following described real property and premises, situated in Idaho County State of Idaho, to-wit:

The NW1/4NW1/4, the W1/2NE1/4NW1/4, and the W1/2E1/2NE1/4NW1/4, all in Sec. 21, Twp. 28 N., Rge. 1 W., Boise Meridian, Idaho County, State of Idaho, subject to the following:

1. The right of access that may be afforded by Reciprocal Road Easement, including the terms and conditions thereof, by and between Justin Smith, his wife, Jessie Smith, Roscoe Smith, Warren and Jane Brown, husband and wife, Mary Johnson, a widow, Jim Rupp and Ilene Rupp, husband and wife, and William Fawn Rupp and Rosa Rupp, husband and wife, recorded October 10, 1979, as Instrument No. 281694, records of Idaho County, Idaho.

2. Reservation of Easement as set forth in Warranty Deed, including the terms and conditions thereof, by and between Fred W. Craner and Sally A. Craner, husband and wife, Grantors, and Teresa Marie Adair, a single person, Grantee, recorded July 1, 1981, under Instrument No. 291946, records of Idaho County, Idaho.

3. Reservation of 50-foot easement as set forth in Warranty Deed, including the terms and conditions thereof, by and between Vernon Priddy and Violet Priddy, husband and wife, parties of the first part, and Teresa Marie Adair, a single woman, party of the second part, recorded September 20, 1983, under Instrument No. 308472, records of Idaho County, Idaho.

4. A 20-foot wide easement as set forth in Warranty Deed, including the terms and conditions thereof, by and between Teresa Marie Adair, a single woman, party of the first part, and Kenneth Lefsaker and Mari Alanna Lefsaker, husband and wife, parties of the second part, recorded May 15, 1985, under Instrument No. 319846, records of Idaho County, Idaho.

5. The effect, if any, of Road Easement, including the terms and conditions hereof, by and between KENNETH ROBERT LEFSAKER and MARI ALANNA LEFSAKER, husband and wife, and Teresa M. Adair, recorded February 18, 1988, under Instrument No. 340233, records of Idaho County, Idaho.

6. The right of access that may be afforded by Road Easement, including the terms and conditions thereof, by and between Susan Roberts and Teresa Adair, recorded April 17, 1990, under Instrument No. 352667, records of Idaho County, Idaho.

1 7. The right of access that may be afforded by Road
2 Easement, including the terms and conditions thereof,
3 by and between Kenneth Roberts Lefsaaker and Mari Alana
4 Lefsaaker, husband and wife, and Teresa Adair, a single
5 woman, recorded April 24, 1990, under Instrumer. No.
6 352757, records of Idaho County.

7 TO HAVE AND TO HOLD such real property and premises, with
8 their appurtenances, unto the Grantees, their heirs and assigns
9 forever. The Grantor does hereby covenant to and with the
10 Grantees that she is the owner in fee simple of such premises;
11 that the premises are free from all encumbrances except the taxes
12 for the year 1990, not yet payable, and the above-described
13 easements and reservations, and that she will warrant and defend
14 the same against all lawful claims whatsoever.

15 DATED: ^{May} April 7, 1990.

16
17 Teresa M. Adair
18 Teresa M. Adair - Grantor
19 Also known as Teresa Marie Adair

20 STATE OF IDAHO
21 County of Idaho -- ss.

22 On this ^{May} 7 day of April, 1990, before me, a Notary
23 Public in and for such state, personally appeared TERESA M.
24 ADAIR, a/k/a Teresa Marie Adair,
25 ADAIR, a single woman, known to me to be the person whose name
26 is suscribed to the within instrument, and she acknowledged to
27 me that she freely executed it.

28 (SEAL)

29 Notary Public for Idaho, residing at Idaho Falls.

30 My commission expires on 10-13, 1994.

31
32
WILLIAM B. TAYLOR, JR.
ATTORNEY AT LAW
134 N. STATE ST.
GRANGEVILLE,
IDAHO 83830
(208) 983-0141

SEP 28 2020

DEPARTMENT OF
WATER RESOURCES

IDWR Re Water right 79-7119

Attempted Change of Ownership

I am the President and Owner of Getta Creek Land Company. It has been brought to my attention that Larry Bratcher has asked the Department of Water Resources to transfer water right 79-7119 from Getta Creek Land Company into his name. Please be advised that Getta Creek Land Company opposes this effort.

In 2017 the Getta Creek Land Company sold a parcel of land along Bear Gulch Creek to Larry Bratcher. As the president of the land company it was not my intention nor the intention of Dawn Russell the Registered agent who signed the Deed to transfer ownership of the Getta Creek Land Company's water rights. Since long before that sale, water has been conveyed from the same point of diversion and the pipeline that supplies water to both the Straw Bale house now owned by Roka Adams, and the house owned by Dawn Russell.

When the land was sold to Mr. Bratcher there was no house on the property Larry purchased from the Land Company it was just bare ground. Mr Bratcher was living in Dawn Russells home while he built his house. At the time of sale there was not water being used on the parcel of land that Mr. Bratcher purchased. The domestic water was being used in Dawn Russells' house further to the north of the parcel that Bratcher purchased. In 1982 when water right 79-7119 was issued, the only domestic use on Bear Gulch Creek was at Dawn Russell's house.

~~On his own initiative, without consulting Getta Creek Land Company or the other users of the water and the pipeline, Mr. Bratcher tapped into the pipeline. Recently he has refused access to the source and pipeline to the other users and has turned off the water preventing delivery to the other users. These actions were not contemplated by Getta Creek Land Company when the land was sold to Mr. Bratcher and are not condoned by Getta Creek Land Company.~~ W.K. 9/26/20

In 1997 a house located on the Getta Creek Land Company property was constructed by Neils Behn, known as the Straw Bale house. Mr. Behn was a shareholder and registered agent of the Getta Creek Land Company at the time of its construction. In 1997 Mr. Behn began using water from Bear Gulch Creek on a full time basis, connecting a valve and PVC pipeline to the existing PVC pipeline. As a Getta Creek shareholder Mr. Behn made this connection with approval of the Getta Creek Land Company's knowledge. In 1997 Mr. Behn was given permission to tie into the pipeline from Bear Gulch Creek and take water to the straw bale house. He did so and began using water from Bear Gulch Creek on a full time basis, connecting a valve and PVC pipeline to the existing PVC pipeline. As a Getta Creek shareholder Mr. Behn made this connection with the approval and knowledge of the Getta Creek Land Company

In August 2, 2014, Mr. Behn sold the property to Roka Adams, together with all appurtenances. These appurtenances included water rights and rights to convey the water in the pipeline he had been given permission to use. Since 1997 water has been diverted from the original point of diversion into the PVC pipeline to the Straw Bale house; that domestic water has been in continuous use since 1997.



9/26/20

Don Kluever

Dated

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

RIGHT-OF-WAY GRANT/TEMPORARY USE PERMIT

Issuing Office

Cottonwood RAH

Serial Number

IDI-27800

1. A (right-of-way) ~~Agreement~~ ^{XXXXX} is hereby granted pursuant to:

- a. ☒ Title V of the Federal Land Policy and Management Act of October 21, 1976 (90 Stat. 2776; 43 U.S.C. 1761);
- b. ☐ Section 28 of the Mineral Leasing Act of 1920, as amended (30 U.S.C. 185);
- c. ☐ Other (describe) _____



2. Nature of Interest:

- a. By this instrument, the holder Neil Markovitz receives a right to construct, operate, maintain, and terminate a spring development and pipeline on public lands (or Federal land for MLA Rights-of-Way) described as follows:

T. 28 N., R. 1 W., B.M.
Sec. 21, SW $\frac{1}{4}$ NW $\frac{1}{4}$.

- b. The right-of-way or permit area granted herein is 10 feet wide, 100 feet long and contains 0.023 acres, more or less. If a site type facility, the facility contains ----- acres.
- c. This instrument shall terminate on May 16, 2021, 30 years from its effective date unless, prior thereto, it is relinquished, abandoned, terminated, or modified pursuant to the terms and conditions of this instrument or of any applicable Federal law or regulation.
- d. This instrument ☒ may ☐ may not be renewed. If renewed, the right-of-way or permit shall be subject to the regulations existing at the time of renewal and any other terms and conditions that the authorized officer deems necessary to protect the public interest.
- e. Notwithstanding the expiration of this instrument or any renewal thereof, early relinquishment, abandonment, or termination, the provisions of this instrument, to the extent applicable, shall continue in effect and shall be binding on the holder, its successors, or assigns, until they have fully satisfied the obligations and/or liabilities accruing herein before or on account of the expiration, or prior termination, of the grant.

3. Rental:

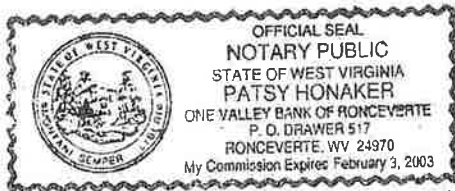
For and in consideration of the rights granted, the holder agrees to pay the Bureau of Land Management fair market value rental as determined by the authorized officer unless specifically exempted from such payment by regulation. Provided, however, that the rental may be adjusted by the authorized officer, whenever necessary, to reflect changes in the fair market rental value as determined by the application of sound business management principles, and so far as practicable and feasible, in accordance with comparable commercial practices.

4. Terms and Conditions:

- a. This grant or permit is issued subject to the holder's compliance with all applicable regulations contained in Title 43 Code of Federal Regulations parts 2800 and 2880.
- b. Upon grant termination by the authorized officer, all improvements shall be removed from the public lands within 60 days, or otherwise disposed of as provided in paragraph (4)(d) or as directed by the authorized officer.
- c. Each grant issued pursuant to the authority of paragraph (1)(a) for a term of 20 years or more shall, at a minimum, be reviewed by the authorized officer at the end of the 20th year and at regular intervals thereafter not to exceed 10 years. Provided, however, that a right-of-way or permit granted herein may be reviewed at any time deemed necessary by the authorized officer.
- d. The stipulations, plans, maps, or designs set forth in Exhibit(s) A and B, dated February 14, 1991, attached hereto, are incorporated into and made a part of this grant instrument as fully and effectively as if they were set forth herein in their entirety.
- e. Failure of the holder to comply with applicable law or any provision of this right-of-way grant or permit shall constitute grounds for suspension or termination thereof.
- f. The holder shall perform all operations in a good and workmanlike manner so as to ensure protection of the environment and the health and safety of the public.

We, the undersigned, hereby assign our water rights to the Jetta Creek Land Co.

Neil Markovitz
Mary Markovitz



STATE OF WEST VIRGINIA
COUNTY OF GREENBRIER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED
BEFORE ME THIS June 28, 1996 BY
Neil Markovitz & Mary Markovitz
MY COMMISSION EXPIRES 2-3-2003

Patsy Honaker

IN WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant or permit.

Neil Markovitz
(Signature of Holder)

Lanny O. Wilson
(Signature of Authorized Officer)

Cottonwood Resource Area Manager
(Title)

Adjoining Land Owner
(Title)

5/12/91
(Date)

5/17/91
(Effective Date of Grant)

STIPULATIONS
Right-of-Way Grant
IDI-27800

1. The HOLDER shall install a shut-off near the spring box so that when the system is not in use, water shall not be diverted into the pipeline.
2. Disturbance of vegetation and soil shall be minimized as much as possible. The pipeline shall be buried where feasible. Where it is not buried, the pipeline shall be installed flush with the ground and covered if possible. The pipeline shall be installed on the west side of Bear Gulch Creek along the route flagged with orange ribbons.
3. The HOLDER shall furnish BLM with a copy of an approved water right that includes the new point of diversion.
4. HOLDER shall ensure that overflow water at the spring box will be available year round for wildlife use.
5. Upon completion of the project, the HOLDER shall seed all disturbed areas with a mixture of seed applied at the following rate:

timothy	7 lbs./acre
orchardgrass	7 lbs./acre
white dutch clover	4 lbs./acre