

5-22

RECEIVED RECEIVED

MAY 17 1995

MAY 18 1995

☐ CONSENT TO SUBSTITUTION OF PARTY

My name is BRUCE AND CARMA BLEAK

OFFICE OF THE
ATTORNEY GENERAL

Department of Water Resources
Adjudication Bureau

My address is RT 1 Box 27

MOORE ID 83255

My phone number is: Work _____ Home 208-554-4108

The name and address of the party who I wish to be substituted for are:

DAVID AND LOIS BLEAK

RT 1 Box 27 MOORE ID 83255

I am the new claimant/purchaser of A34-00050D-A34-00052B-A34-00083B and

A34-07064

(Insert each water right number)

I am submitting proof of acquisition of the interest of the prior claimant/seller, *which is required by the court* to support my *Substitution*. Proof must contain a legal description of the property, including the water right numbers conveyed. You must describe the documents you are submitting.

Land Purchase agreement + 3 Quitclaim Deeds. Legal description
of property + water rights.

David P. Bleak
Lois Bleak

(Signature of prior claimant/seller)

Bruce Bleak
Carma Bleak

(Signature of new claimant/purchaser)

☐ ATTORNEY OF RECORD COMPLETING FORM

My name is _____

I am the attorney of record for _____

(Identify party/claimant)

My address and phone number are _____

VERIFICATION

(Must be completed for either a *Notice of Change in Address* or for *Consent for Substitution of Party*)

State of Dahoe

County of Butte

_____, being first duly sworn, upon oath, deposes and says:
(Insert name of party/claimant filing form)

That I am the person or entity filing this form, that I am a water right claimant or party or their successor in interest, defined by I.C. §§ 42-1401A(1), (7) or (10); and that I have read this form, know its contents and that the statements are true to the best of my knowledge and belief.

Bruce Black
Signature of person filing form

By: _____
Attorney signing in representative capacity

Subscribed and sworn to before me on February 28, 1995.
(Insert Date)

Quentin R. Bailey
Notary Public for Dahoe
Residing at: Arco Idaho
My Commission expires: 2-21-1999

INSTRUCTIONS FOR MAILING

You must mail the form, including all attachments, to the Clerk of the SRBA Court and to the parties identified in the Certificate of Mailing. **FAX filings will not be accepted by the SRBA Clerk of the Court.**

You must sign the Certificate of Mailing to show that you followed these steps.

CERTIFICATE OF MAILING

I certify that on 5/15, 19995, I mailed the original and copies of this form, including all attachments, to the following persons by mailing the original and/or copies, postage prepaid and addressed as follows:

1. Original to:

Clerk of the District Court
Snake River Basin Adjudication
253 Third Avenue North
P. O. Box 2707
Twin Falls, Idaho 83303-2707

2. A *Change of Address* must be served on each party, or their attorney, in each subcase in which you are a party at the following address(es):

3. A *Consent to Substitution of Party* must be served on the prior claimant/seller or their attorney at the following address:

4. A *Consent to Substitution of Party* must be served on each party, or their attorney, to each subcase in which the prior claimant/seller is a party at the following address(es):

4. One copy to:

Chief, Natural Resources Division
Office of the Attorney General
State of Idaho
P. O. Box 44449
Boise, Idaho 83711-4449

5. One copy to:

United States Department of Justice
Environment and Natural Resource Division
550 West Fort Street, Box 33
Boise, Idaho 83734



(Signature of person or attorney mailing the form)

To Whom It May Concern:

This is to certify that we the undersigned, DAVID B BLEAK & LOIS BLEAK do hereby assign and convey our rights to claims numbered:

A 34-00050 D

June 1, 1884 1,280 cfs

A 34-00052 B

May 15, 1885 2,340 cfs

A 34-00083 B

May 31, 1885 1,556 cfs

A 34-07064

Feb 12, 1974 2,390 cfs

STATE OF IDAHO } ss.
COUNTY OF Butte }
On this 28 day of February in the year 1995 before me, a Notary Public, personally appeared David Bleak and Lois Bleak known or identified to me to be the person whose name have subscribed to the within instrument, and acknowledged to me that they executed the same.

Quentin P. Dalgas
Notary Public
Residing at [Signature]
Idaho
Comm. Exp. 4-21-1997

with our land description attached =

To Bruce and Carma Bleak

Signed: David Bleak

Lois Bleak

DAVID BLEAK

LOIS BLEAK

QUITCLAIM DEED

For Value Received DAVID B. BLEAK and LOIS M. BLEAK, husband and wife,

Hereinafter called the grantor, hereby remises, releases, and forever Quitclaims unto
BRUCE D. BLEAK and CARMA J. BLEAK, husband and wife,

Hereinafter called the grantee, the following described premises, in Butte County, Idaho
to-wit:

A FIFTY PERCENT (50%), undivided interest in
that certain real property more particularly
described in Exhibit "A", attached hereto.

PLUS a ONE HUNDRED PERCENT (100%) interest in
the occupation and use of, and the rents and
profits from, the said real property.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto said Grantee, and the gran-
tee's heirs and assigns forever.

Dated:

David B. Bleak
DAVID B. BLEAK

Lois M. Bleak
LOIS M. BLEAK

STATE OF IDAHO, COUNTY OF
On this 7 day of March, 1994,
before me, a notary public in and for said State, per-
sonally appeared
David B. Bleak &
Lois M. Bleak

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

Thomas D. Carr
Notary Public
Residing at 4100
, Idaho.

NO. 028201
FILED

JUL 21 1994

BUTTE COUNTY RECORDER

Instrument No. 28201

EXHIBIT "A"

The following described real property, situated in the County of Butte, State of Idaho, to wit:

Parcel One:

Township 4 North, Range 26, East of Boise Meridian, Butte County, Idaho:

Section 3: All of those portions of Lots Three (3) and Four (4) and the South half of the Northwest Quarter (S1/2NW1/4), that lay West and South of the center line of James Creek:

EXCEPTING THEREFROM the following described parcel:

Beginning at the Northwest corner of Section 3:
Thence East 18 feet to the TRUE POINT OF BEGINNING:
Thence South 209 Feet;
Thence East 625 Feet;
Thence North 209 Feet;
Thence West 625 Feet; to the TRUE POINT OF BEGINNING.

Parcel Two:

Township 5 North, Range 26, East of Boise Meridian, Butte County, Idaho:

Section 33: The South Half of the Southeast Quarter (S1/2SE1/4);

EXCEPTING THEREFROM that portion conveyed to Herman L. Miller, et ux, as shown in Deed Book 15, Page 262, Butte County, Idaho, and more particularly described as follows:

Beginning at a point 1,015.3 Feet North and 33 Feet East of the Quarter corner common to Section 33, Township 5 North, Range 26 E.B.M., and Section 4, Township 4 North, Range 26 E.B.M., North 0° 28' West 309.7 Feet;
Thence East 500.1 Feet:
Thence South 2° 28' West 22 Feet;
Thence South 43° 29' West 185.6 Feet;
Thence South 85° 12' West 123 Feet;
Thence South 60° 7' West 248.6 Feet;
To the PLACE OF BEGINNING.

QUITCLAIM DEED

For Value Received

DAVID B. BLEAK and LOIS M. BLEAK, husband and wife,

Hereinafter called the grantor, hereby remises, releases, and forever Quitclaims unto

BRUCE D. BLEAK and CARMA J. BLEAK, husband and wife,

Hereinafter called the grantee, the following described premises, in Butte County, Idaho to-wit:

A FIFTY PERCENT (50%), undivided interest in that certain real property more particularly described as.

The following described real property, situated in the County of Butte, State of Idaho, to wit:

Township 4 North, Range 26, East of Boise Meridian, Butte County, Idaho:

Section 3: The North 69 Rods of the N1/2SW1/4, that lay West and South of the center line of James Creek

TO HAVE AND TO HOLD the said premises, with their appurtenances unto said Grantee, and the grantee's heirs and assigns forever.

Dated: 1/30/95

David B. Bleak

DAVID B. BLEAK

Lois M. Bleak

LOIS M. BLEAK

STATE OF IDAHO, COUNTY OF Butte
On this 30 day of January, 1995,
before me, a notary public in and for said State, personally appeared

David B. Bleak and
Lois M. Bleak, husband wife

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

Quinn H. DeLoe
Notary Public
Residing at _____, Idaho.
Commission expires: 7-21-1999

NO. 028810
FILED

JAN 30 1995

A.M. 4:36 P.M.
BUTTE COUNTY RECORDER
Carroll

Instrument No.

QUITCLAIM DEED

For Value Received DAVID B. BLEAK and LOIS M. BLEAK, husband and wife,

Hereinafter called the grantor, hereby remises, releases, and forever Quitclaims unto
BRUCE D. BLEAK and CARMA J. BLEAK, husband and wife,

Hereinafter called the grantee, the following described premises, in Butte County, Idaho
to-wit:

A TWENTY-SIX PERCENT (26%), undivided interest
in that certain real property more
particularly described in Exhibit "A",
attached hereto.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto said Grantee, and the grantee's heirs and assigns forever.

Dated: 1/30/95

David B. Bleak
DAVID B. BLEAK

Lois M. Bleak
LOIS M. BLEAK

STATE OF IDAHO, COUNTY OF Butte
On this 30 day of January, 1995
before me, a notary public in and for said State, personally appeared

David B. Bleak and
Lois M. Bleak, husband
and wife.

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

Quinn A. Salyer
Notary Public
Residing at Butte, Idaho.

028808
FILED

JAN 30 1995

Quinn A. Salyer

Instrument No.

EXHIBIT "A"

The following described real property, situated in the County of Butte, State of Idaho, to wit:

Parcel One:

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Thence South 209 Feet;
Thence East 625 Feet;
Thence North 209 Feet;
Thence West 625 Feet; to the TRUE POINT OF BEGINNING.

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Thence East 500.1 Feet:
Thence South 2° 28' West 22 Feet;
Thence South 43° 29' West 185.6 Feet;
Thence South 85° 12' West 123 Feet;
Thence South 60° 7' West 248.6 Feet;
To the PLACE OF BEGINNING.

NO. 027843
FILED

APR - 6 1994

AGREEMENT AND CONTRACT TO TRANSFER
REAL AND PERSONAL PROPERTY AND DEBT

9:55 AM. P.M.
BUTTE COUNTY RECORDER
[Signature]

This agreement entered into this 7 day of May 1994,
1994, by and between the DAVID B. BLEAK and LOIS M. BLEAK, husband
and wife, (hereinafter referred to as "GRANTORS") and BRUCE D.
BLEAK and CARMA J. BLEAK, husband and wife, (hereinafter referred
to collectively, as "GRANTEES").

For and in consideration of the mutual covenants and
agreements herein contained, to be kept and performed by the
parties hereto, it is MUTUALLY AGREE as follows:

1. That GRANTORS agree to transfer a 50% interest in certain
real property (a description of which is attached hereto as Exhibit
"A") and a 100% interest in other farm assets (as set forth in
Exhibit "B" attached hereto) and GRANTEES covenant and agree to
assume all liability on certain farm debts (as set forth in Exhibit
"C" attached hereto).

2. It is agreed by and between the parties that the current
value of the entire interest in the real property described in
Exhibit "A", attached hereto, is ONE HUNDRED THOUSAND and 00/100
DOLLARS (\$100,000.00), that the Fifty Percent (50%) interest being
transferred by this agreement is FIFTY THOUSAND and 00/00 DOLLARS
(\$50,000.00), that the current value of all farm assets as set
forth in Exhibit "B", attached hereto, is THIRTY-SIX THOUSAND FOUR
HUNDRED THIRTY-FIVE and 00/100 DOLLARS (\$36,435.00) and that the
current value of the debt to be assumed by GRANTEES as set forth in

Exhibit "C", attached hereto, is FORTY-SIX THOUSAND FOUR HUNDRED THIRTY-FIVE and 00/100 DOLLARS (\$46,435.00).

3. It is agreed by and between the parties that GRANTEES shall make all further payments on the debts as set forth in Exhibit "C", attached hereto, as those payments become due and that GRANTEES shall put forth their best efforts to refinance the debts as set forth in Exhibit "C", attached hereto, as soon as is reasonably possible, so as to remove GRANTORS' names from any indebtedness.

4. GRANTEES further agree that any and all improvements they make to the subject real property shall also become part of the real property and shall inure to the benefit of GRANTORS, as the retainers of a Fifty Percent (50%) interest in the real property, or to any other individuals that GRANTORS may transfer any or all of their remaining interest to. Any such improvements shall not be removed from the subject real property without the express written permission of GRANTORS.

5. GRANTEES shall pay all costs of the closing this transaction.

6. GRANTEES shall maintain and pay all premiums on a policy of Fire, Theft, Destruction and Liability Insurance on the subject real property, with reasonable coverages, and shall name GRANTORS as co-insureds on said policy and shall list GRANTORS as co-beneficiaries on said policy.

7. Should GRANTEES become delinquent in the payments due on

the debts referenced in this contract, so long as Grantors' names remain on the said debts, or become delinquent on any obligation secured by the subject real property or fail to maintain the aforesaid Insurance policy or become delinquent on real property taxes for the subject real property, GRANTEES shall be in default and shall be subject to any and all legal remedies GRANTORS chooses to implement. Such rights shall remain solely with GRANTORS and any exercise of rights or lack of exercising any rights shall not be construed as a waiver of any rights GRANTORS may choose to exercise in the future.

8. GRANTEES shall have the sole use of the entire parcel of real property described in Exhibit "A", attached hereto and shall have the sole rights to all rents and profits from the said real property.

9. This agreement shall supersede any and all other agreements, written or oral, between the parties concerning the matter hereof, and no modifications hereof shall be valid unless in writing and executed by all parties thereto.

10. The covenants of this contract shall extend to and bind the heirs, administrators, assigns and successors of the respective parties thereto.

11. Both parties acknowledge that the current fair market value of all assets transferred from GRANTORS to GRANTEES is EIGHTY-SIX THOUSAND FOUR HUNDRED THIRTY-FIVE and 00/100 DOLLARS (\$86,435.00) and the fair market value of the debts being assumed is FORTY-SIX THOUSAND FOUR HUNDRED THIRTY-FIVE and 00/100 DOLLARS,

resulting in a gift from GRANTORS to GRANTEES of FORTY THOUSAND and 00/100 DOLLARS.

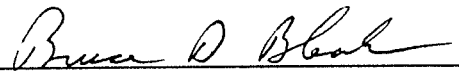
12. GRANTORS and GRANTEES acknowledge that they have each played a part in determining the terms of this contract and have had an opportunity to have this contract reviewed by an attorney, and as such this contract shall not be construed in favor of nor against either party hereto.

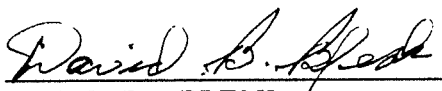
13. If for any reason, a dispute should arise in relation to this agreement, and a legal action should be pursued, the prevailing party in that legal action shall be entitled to all costs related to the legal action and all reasonable attorney fees related to the legal action.

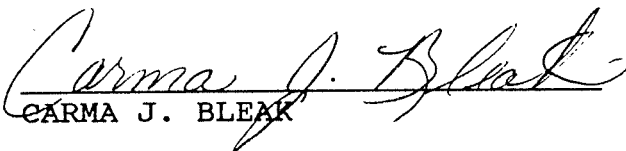
IN WITNESS HEREOF, the parties have caused their names to be subscribed, all as of the date hereinabove first written.

GRANTEES

GRANTORS


BRUCE D. BLEAK


DAVID B. BLEAK


CARMA J. BLEAK

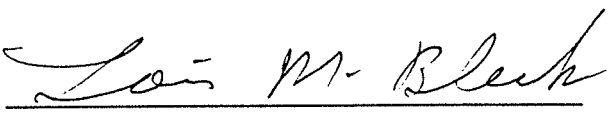

LOIS M. BLEAK

EXHIBIT "A"

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To the PLACE OF BEGINNING.

QUITCLAIM DEED

For Value Received

DAVID B. BLEAK and LOIS M. BLEAK, husband and wife,

Hereinafter called the grantor, hereby remises, releases, and forever Quitclaims unto

BRUCE D. BLEAK and CARMA J. BLEAK, husband and wife,

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TO HAVE AND TO HOLD the said premises, with their appurtenances unto said Grantee, and the grantee's heirs and assigns forever.

Dated: 1/30/95

David B. Bleak

DAVID B. BLEAK

Lois M. Bleak

LOIS M. BLEAK

STATE OF IDAHO, COUNTY OF Butte
On this 30 day of January, 1995,
before me a Notary Public in and for said State, personally appeared David B. Bleak and
Lois M. Bleak, husband
and wife

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

David B. Bleak
Lois M. Bleak
Notary Public
Residing at _____, Idaho.
Commission expires: 11-21-1999

NO. 028811
FILED
JAN 30 1995
A.M. 4:37 P.M.
BUTTE COUNTY RECORDER
Anna L. [Signature]

Instrument No.