



State of Idaho

DEPARTMENT OF WATER RESOURCES

322 East Front Street • P.O. Box 83720 • Boise, Idaho 83720-0098

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

November 28, 2008

C. L. "BUTCH" OTTER
Governor

DAVID R. TUTHILL, JR.
Director

ELAINE AMBROSE
PO BOX 1930
MCCALL ID 83638

RE: Change in Ownership for Water Right No. 36-2016

Dear Mrs. Ambrose:

Our letter of November 9, 2007 (copy enclosed) requesting evidence of water right ownership for the above referenced water right ownership change remain unanswered. Therefore, I am returning the Notice of Change in Water Right Ownership request. Copies of your ownership change request information will be kept in our files for reference.

If, at a later date, you wish to reinstate this request you may send the enclosed ownership change request form along with the required support data and we will be happy to complete the request for you.

If you have any questions regarding this matter, please call me at 208-287-4944.

Sincerely,

Cherie Padilla, Water Resource Agent
Water Allocation Bureau

Enclosures

JUN 16 2004

Department of Water Resources
Southern Region

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

Please print or type. Attach pages with additional information. Instructions are included at the end of this form.
 Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. Indicate just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate by checking in the space provided (under the "split" heading), if the change in ownership is limited to a portion of a water right for which case division of the existing water right or adjudication claim record will be required.

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
<u>36-2016</u>		☒			

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

A. The appropriate **FILING FEE**. See instructions for fee amounts.

B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.

C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).

OR

If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former Owner/Claimant(s)

Sand Springs Ranch & Co.

PO Box 47, Seaside, OR 97138

4. New Owner/Claimant(s)

Elaine Ambrose Romano Revocable Trust

Name Connector (Check one): [] and, [] or, [] and/or

New Mailing Address

P.O. Box 1930

City, State and ZIP Code

McCall, Id. 83638

New Telephone Number

(209) 634-1358

5. Date you acquired the property

Sept. 26, 1996

RECEIVED
 JUN 18 2004
 DEPARTMENT OF
 WATER RESOURCES

6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 7. If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (one water right per box, you may copy this page as necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	<u>6 in</u>	<u>6 Acres</u>
Stock	<u>1 in</u>	<u>25hd Cows or Horses</u>
Domestic	<u>.5 in</u>	<u>1 Household</u>
Other _____	_____	_____
Total	<u>7.5 in.</u>	

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	

7. Signature of New Owner(s) or Claimant(s) Lolaine Anderson Romano
(include title if applicable) Trustee, Lolaine Anderson Romano

Reversible
Trust

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

For Office Use Only

Received by [Signature] Date 6/16/04 Fee 100.00
 Received by [Signature] Date 6/16/04 Receipt No. 5026842
 Processed by [Signature] AJ Date _____ WR _____ Date _____

PARCEL NO: RPO8S14E204312A
YEAR 2003 -2 BILL# 252.21 TAX

* TAX REMINDER *

TOTAL 252.21

GOODING COUNTY TAX COLLECTOR
FAE CHRISTOPHERSON 934-5673
P.O. BOX 326
GOODING, IDAHO 83330
DATE PRINTED: 5/17/2004
RPO8S14E204311T

=====

TOTAL DUE:	252.21	VALID THROUGH: 6/20/2004
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AMEROSE TRUST ELAINE
P O BOX 1930
MCCALL ID 83638

T 85 R 14E SEC 20
TAX 9 IN N2

AGREEMENT

This Agreement is executed this 26th day of September, 1996, by and between Elaine Ambrose, a single woman ("EA") and Tom N. Ambrose ("TNA").

RECITALS:

A. Each of the parties has or claims an interest ("Interest") in a general partnership commonly referred to as Sand Springs Ranch & Co., and in a general partnership commonly referred to as Ambrose Farms (collectively "the Partnerships"). For purposes of this Agreement, the term "Interest" shall be defined as reflected on Exhibit A.

B. Neal Ambrose is the deceased father of EA and TNA. EA and TNA have or claim an interest or expectancy in the Neal Ambrose Estate.

C. By this Agreement, EA desires to transfer to TNA any Interest which she may have or hold in her Interest in the Partnerships, either in her individual capacity or as heir or beneficiary of the Neal Ambrose Estate.

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement, it is hereby agreed as follows:

1. TNA does hereby deliver to EA the following:

Note: Items a-d
not copied - 2QR



TNA does hereby further warrant and agree that he will direct Metropolitan Life Insurance Co. (of New York) to verify the status of the annuity directly to EA.

- e. A security agreement, granting EA (as her sole and separate property) a security interest in the Annuity, and in any payments due under the Annuity, to collateralize the promissory note identified in Paragraph 1(c) above.
- f. A financing statement perfecting the security agreement identified in Paragraph 1(d) above.
- g. A quitclaim deed in the form attached hereto as Exhibit B. TNA represents and warrants that he has not conveyed or encumbered the property described on such Exhibit B.

EA does hereby assign, sell, transfer and convey to TNA any Interest which she may have or hold in the Partnerships, either in her individual capacity or as heir or beneficiary of the Neal Ambrose Estate. EA does hereby further deliver to TNA a quitclaim deed, in the form attached hereto as Exhibit C, and a copy of her divorce decree showing that her ex-husband has disclaimed any interest he may have or had in the Interest of EA being transferred pursuant to this agreement.

2. EA does hereby covenant and agree as follows:

- a. That she has full power and authority to execute this Agreement.
- b. That her Interest in the Partnerships are owned free and clear of any competing liens, claims or interests granted by her, and that her ex-husband has no interest therein.
- c. That on the date of execution of this Agreement, she shall execute the necessary instruments so as to assign, sell, transfer and convey to TNA any Interest which she may have or hold in the Partnerships. Furthermore, and as may be necessary in the future, EA hereby agrees to execute the necessary instruments so as to assign, sell, transfer and convey to TNA any Interest which she may have or hold in the Partnerships. EA agrees to execute any necessary instruments and to cooperate in establishing title to the Partnerships, or the Interests in the Partnerships, in the name of TNA, and to deliver to TNA any Interests in the Partnerships in her possession.
- d. That she has not conveyed or encumbered the property described on Exhibit C.

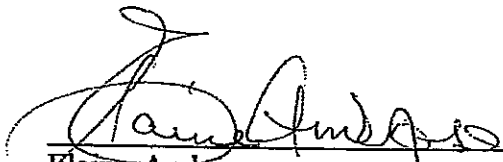
3. Each of the parties does hereby acknowledge that execution of this Agreement may have tax consequences or legal consequences under state or federal law. Each of the parties does hereby acknowledge that they have had the opportunity to consult with their own tax adviser and attorney regarding any such tax consequences or legal consequences, and that they are not relying upon the advice or representation of any other party to this Agreement regarding such tax consequences or legal consequences.

4. EA does hereby disclaim any present or future Interest in or claim against the Partnerships or any partner, acknowledges that TNA shall exercise complete management and control over the Partnerships, and acknowledges that TNA may continue to utilize the name(s) or trade name(s) of the Partnerships.

5. Each of the parties does hereby acknowledge that the parties have previously executed various partnership, amendment, settlement agreements, and similar documents ("the Documents") which relate to the Partnerships. In the event of any disagreement between the terms of the Documents and the terms of this Agreement, the terms of this Agreement shall govern and control.

6. All representations and warranties made in this Agreement shall survive the execution of this Agreement. This Agreement shall be binding upon and inure to the benefit of all parties hereto and their respective successors and assigns. This Agreement shall be construed and interpreted in accordance with the laws of the state of Idaho. This Agreement contains the final agreement of the parties, and may not be amended or modified except in writing signed by all parties which clearly and unequivocally states an intent to modify the Agreement.

EXECUTED on the day and year first written above.


Elaine Ambrose


Tom N. Ambrose

copy

EXHIBIT A

For purposes of this Agreement, the term "Interest" shall include any and all partnership, equity, sharehold, ownership or management rights or interests in the Partnerships; any and all rights or interests in any corporations, partnerships or associations (including but not limited to Ambrose Farms, Inc., or 2+ Ranch) which are predecessors-in-interest, or successors-in-interest, to the Partnerships; any and all capital accounts or distributive shares of income, gain, loss, deduction or credits in the Partnerships; any and all rights or causes of action available upon or after dissolution, termination or winding down of the Partnerships; any and all rights or interests in any business name or business records, books or accounts of the Partnerships; any and all rights or interests in any executory contracts or leases of the Partnerships; any and all rights or interests in the Partnerships' personal property, including but not limited to any inventory, furniture, fixtures, accounts or other rights to payment, income, chattel paper, instrument, general intangibles, crops, farm products (including any rights under Commodity Credit Corporation programs, ASCS, payment in kind, or similar programs), livestock, brands, grazing leases, or goodwill, now owned or hereafter acquired, and any proceeds thereto; and any and all rights or interests in the Partnerships' real property (including but not limited to any water, water rights, ditches, ditch rights, tenements, hereditaments, appurtenances, reversions, remainders, rents, issues and profits related to the real property) ("the Real Property"). For purposes of this Agreement, the term "Real Property:" (a) is intended to be all inclusive; (b) is intended to include all real property located in Elmore County, Gooding County, Jerome County or Camas County, Idaho, in which the Partnerships have owned an interest since the date of Neal Ambrose's death; and (c) is intended to exclude the residence and surrounding 40 acres of Leona Ambrose, exclude the real property identified on Exhibit B, and exclude the real property commonly referred to as "The Farmhouse Restaurant."

QUITCLAIM DEED

FOR VALUE RECEIVED, Sand Springs Ranch & Company, an Idaho general partnership, who acquired title as Sand Springs Ranch, hereby conveys, releases, remises and forever quit claims unto Elaine Ambrose, formerly known as Elaine Ambrose Nielsen, whose address is 11333 Hickory Court, Boise, Idaho 83713 the following described premises situated in Gooding County, Idaho:

SEE EXHIBIT "A"

together with their appurtenances.

DATED this 26th day of September, 1996.

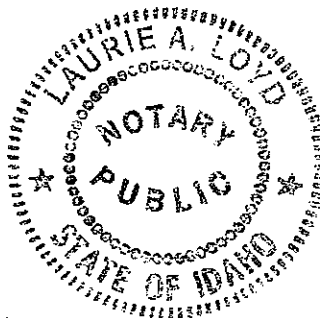
SAND SPRINGS RANCH & COMPANY, an
Idaho General Partnership

By *Tom Ambrose*
Tom Ambrose, Managing Partner

STATE OF IDAHO)
) : ss.
County of Ada)

On this 26 day of September, 1996, before me, the undersigned a Notary Public in and for said state, personally appeared Tom Ambrose, known to me to be the Managing Partner of Sand Springs Ranch & Company, an Idaho general partnership, whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same on behalf of Sand Springs Ranch & Company.

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



Laurie A. Loyd
Notary Public for Idaho
Residing at Boise
My Commission Expires 9/18/98

169765

STATE OF IDAHO COUNTY OF GOODING

Filed for record at the request of Elaine Ambrose
50 min. past 2 o'clock P m. this 25th
of February, 1997 900

April 2, 1996

copy

Property Description

For

Elaine Ambrose

6.84 Acre Tract

A tract of land located in the Southeast Quarter of the Northwest Quarter and the Southwest Quarter of the Northeast Quarter of Section 20, Township 8 South, Range 14 East, Boise Meridian, Gooding County, Idaho, more particularly described as follows:

Beginning at the north quarter corner of said Section 20;

THENCE South $0^{\circ}16'55''$ East a distance of 1317.56 feet to the northwest corner of said SW1/4NE1/4;

THENCE South $86^{\circ}53'48''$ East a distance of 322.63 feet to an iron pin set by a fence corner on the north side of a natural drain and the TRUE POINT OF BEGINNING;

THENCE North $74^{\circ}53'15''$ East a distance of 211.75 feet along the northerly bank of said natural drain;

THENCE South $23^{\circ}38'46''$ West a distance of 270.13 feet along the base of a rim rock;

THENCE South $57^{\circ}06'11''$ West a distance of 400.08 feet along the base of said rim rock;

THENCE South $15^{\circ}28'28''$ West a distance of 105.19 feet along the base of said rim rock;

THENCE South $56^{\circ}31'37''$ West a distance of 316.80 feet along said rim rock to the north bank of a ditch;

THENCE North $49^{\circ}24'25''$ West a distance of 254.14 feet along said north ditch bank;

THENCE North $11^{\circ}33'35''$ East a distance of 358.41 feet to the southerly boundary of the Nature Conservancy property;

THENCE South $89^{\circ}46'03''$ East a distance of 332.10 feet to the southeast corner of said Nature Conservancy property;

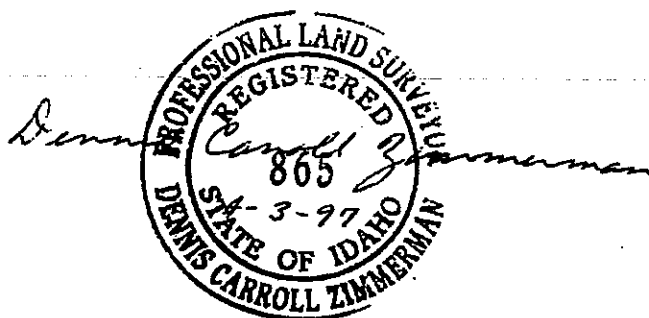
THENCE North $0^{\circ}16'55''$ West a distance of 105.23 feet along the easterly boundary of said Nature Conservancy property to a fence, on the south side of a graded road;

copy

THENCE South $79^{\circ}27'24''$ East a distance of 193.47 feet along said fence line and road;

THENCE North $52^{\circ}34'25''$ East a distance of 165.64 feet along said fence and road to the TRUE POINT OF BEGINNING.

The above described tract contains 6.84 acres more or less and includes an easement for the purpose of ingress, egress and public utilities over a 20 foot strip of land lying 10 foot on each of the present location of a graded road which runs southwesterly to said property from a county road which runs along the westerly boundary of Section 16, Township 8 South, Range 14 East, Boise Meridian, Gooding County, Idaho.



171519

(land moved to my trust)

STATE OF IDAHO COUNTY OF GOODING

Filed for record at the request of McAnaney & Associates

48 min. past 9 o'clock Am. this 24th

of July, 1997 6:00

by Penny Watson Deputy

QUITCLAIM DEED

NOT RECORDED PLEASE RETURN TO:
McAnaney & Associates
Box 737
Gooding, Idaho 83701-0737

@aol.
634-1

GRANTOR, Elaine Ambrose of Boise, County of Ada, State of Idaho, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby REMISE, RELEASE and forever QUITCLAIM, unto Elaine Ambrose, Trustee of the Elaine Ambrose Revocable Trust, under agreement dated June 25, 1997, whose current address is 11333 Hickory Hill, Boise, Ada County, Idaho, as GRANTEE, and to Grantee's successors and assigns forever, all of the real estate situated in the County of Gooding, State of Idaho, as follows:

See Exhibit A, attached hereto

TOGETHER with all tenements, hereditaments and appurtenances thereunto belonging.

In construing this deed, and where the context so requires, the singular includes the plural and the masculine, the feminine and the neuter.

IN WITNESS WHEREOF, Grantor has hereunto subscribed her name to this instrument this 25th day of June, 1997.

Elaine Ambrose
Elaine Ambrose

into my
re

STATE OF IDAHO)
) ss.
County of Ada)

On this 25th day of June, in the year of 1997, before me personally appeared Elaine Ambrose, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

Janine E. Johnson
Notary Public for Idaho
Residing in Boise, Idaho
My commission expires: 1/27/98
NOTARY PUBLIC
QUITCLAIM DEED - 1

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State of Idaho

DEPARTMENT OF WATER RESOURCES

322 East Front Street • P.O. Box 83720 • Boise, Idaho 83720-0098

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

C. L. "BUTCH" OTTER
Governor

DAVID R. TUTHILL, JR.
Director

November 9, 2007

ELAINE AMBROSE
PO BOX 1930
MCCALL ID 83638

RE: Change in Ownership for Water Right 36-2016

Dear Mrs. Ambrose:

The Department of Water Resources acknowledges receipt of your Notice of Change in Water Right Ownership.

Our review of your notice indicates that additional information is required before we can process the change. The information required is indicated below:

 x **Legal Description of Property:** We do have the deed conveying ownership to you referencing Exhibit A, however, there is not an Exhibit A page related to the deed in the documentation that you submitted.

Enclosed you'll find the documentation you already submitted for your reference. Notice the Exhibit A page that you submitted is part of the Agreement document, not the deed.

Because the Department cannot process the ownership change without proper documentation, we will hold any action on your notice pending receipt of the necessary information. If we do not receive the necessary information within 30 days we will return your notice and all attachments and your notice will not be processed.

Please feel free to contact the Department if you have any questions.

Sincerely,

Cherie Padilla, Water Resource Agent
Water Allocation Bureau

Enclosures