

RECEIVED

JUL 15 2005

DEPARTMENT OF
WATER RESOURCES

Idaho Dept. of Water Resources
Attn. Kari Lynn Townsend
322 E. Front St.
P.O. Box 83720
Boise, ID 83720-0098

July 11, 2005

RE Water Right 37-7343

In answer to Kara Alders Letter to me of July 6, 2005

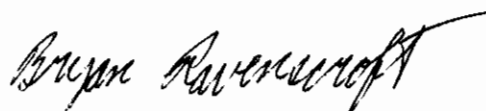
I started buying a portion of my fathers farm in 1989. He retained control and management of it and kept my share of the earnings applying them to increased percentage of ownership for me. My lawyer tells me this created a "co-tenancy" I had not finished paying him for the property at the time of his death. This leaves me in a co-tenancy with his estate and his will (which you already have a copy of) leaves me the right to buy the portion of the farm, well, and water right that I did not already own.

The estate has an executor for the portion which was not involved in the co-tenancy (north of Shoestring Road). Executors however have no power in a co-tenancy. Within the co-tenancy, I am majority owner and therefore I have been and am acting in behalf of the co-tenancy between me and my fathers estate south of Shoestring Road.

The co-tenancy owns the well and water right with in TS 6S R 14E section 32 SE 1/4 of NW 1/4. Its water will be applied to land in the NE 1/4 of SW 1/4, all of SE 1/4 of NW 1/4 and the portion of NE 1/4 of NW 1/4 South of Shoestring Road. This totals 56 acres. This year, while we solve the probate legal problems, I am irrigating 15 acres south of Shoestring road and placing 75 acres in the water bank. Next year the excess water (90 acres-56 acres = 34 acres) will be left in the water bank in the foreseeable future. This does not constitute a change in point of delivery only a reduction in area in point of delivery resulting in excess water for the bank.

I am enclosing documents signed by Vernon Ravenscroft Showing I have been co-owner for a long time. My brother, Allan Ravenscroft, inherited the right to buy the property on the north of Shoestring Road with its canal water rights.

Sincerely,



Bryan Ravenscroft
1328 A Shoestring Road
Bliss, ID 83314

RECEIVED

JUL 15 2005

DEPARTMENT OF
WATER RESOURCES

December 11, 2004

In compliance with lines 149 through 153 of my fathers will, I am exercising my option to buy his estate south of Shoestring Road at 1328 Shoestring Road Bliss, Idaho. Accordingly, I will pay the taxes and insurance on this property as soon as the respective agencies can prorate their billings. I will take control of the property including gravel sales on January 1, 2005.

Sincerely,

A handwritten signature in cursive script, reading "Bryan Ravenscroft". The signature is written in black ink and is positioned above the printed name.

Bryan Ravenscroft

RECEIVED

JUL 15 2005

DEPARTMENT OF
WATER RESOURCES

RENTAL AGREEMENT

1990 Growing Season

Vernon F. Ravenscroft and Bryan D. Ravenscroft (Owners)

HC 60, Box 1469

Bliss, Idaho 83314

Phone: 837-4936, 837-4437, or 837-4802

Marciel Leijs (Renter)

HC 60, Box 1425

Bliss, Idaho 83314

Phone: 837-4813

By this memo and the signatures expended thereto, the Owners agree to rent the designated fields of the Vernon Ravenscroft farm near Tuttle, Idaho to Marciel Leijs, Renter, on the following terms and conditions:

1. It shall be the responsibility of the Owners to:
 - a. Provide the irrigation water, energy for sprinkling, sprinkling equipment, and repair of the usual ongoing breakage on irrigation equipment without cost to the Renter.
 - b. Pay fifty per cent (50%) of all oat, bean, and other annual seed, planting, annual weed control, grain, bean, and hay harvest; any fertilizer used for the crop, and the transportation of any crop to the place of market. When any of these services are provided as a labor or machinery service by the Renter, then payment for same shall be made at the time the Owners receive payment from the sale of the crop so involved.
 - c. Provide at no cost for use on the Ravenscroft farm the use of two harrows and one renovator. These items of machinery were recognized by a lease agreement completed on April 29, 1985 (copy attached). These items of machinery shall be returned to the Ravenscroft property on or before the last day of this Rental Agreement. The renter may also use, by appointment, a backhoe controlled by the Owner for use in ditch cleaning and other appropriate work for said backhoe.
 - d. Provide at no cost to the Renter for use on the Ravenscroft farm any alfalfa seed, land leveling, fence material, and noxious weed control.
2. The Renter shall perform the following services:
 - a. Prepare and plant all grain or bean fields in a timely manner.
 - b. Provide his fifty per cent (50%) of all items listed in 1-b above.
 - c. Irrigate, cultivate, arrange for fertilizer application, weed or pest control services, and harvest in a workmanlike and timely manner.
 - d. Irrigate all fields during the growing season in a timely manner, and give all hay and grain stubble one irrigation after the final harvest

in order to maximize the growth of fall rental pasture. Irrigation will be given full out on the ends of each field.

- a. Repair fences (labor only) in the fall after harvest so as to accommodate the sale of fall and/or winter pasture.
 - f. After the last irrigation, pick up and pile all sprinkler lines, including portable main line.
 - g. Provide the hay swathing, hay baling, harvest transportation, if applicable, and the bean planting at the prevailing price common to the area. The Renter shall provide 50% as his responsibility and be paid by the Owners for the residual 50%.
3. It is mutually agreed:
- a. That all crops of hay, grain, corn, or pasture shall be accurately tallied and a reasonable sample of at least twenty-five per cent (25%) shall be weighed. The product, including fall pasture, shall be divided equally between the Renter and the Owners. Places of market, conditions of harvest, fertilizer programs, crop rotation, and all similar decisions shall be by mutual agreement.
 - b. There will be no burning in the general area of the various tree plantings or in the general area of the Bryan Ravenscroft residence.
 - c. The 1990 crop schedule shall be as per the designations on the map attached.
 - d. That Marcial Leija shall be permitted to graze the poplar tree grove according to a side agreement, the details of which Bryan Ravenscroft and Marcial Leija have personally agreed.
 - e. This Agreement shall terminate as of January 31, 1991, but shall be extended and updated one year by mutual personal agreement of all parties.

Vernon Ravenscroft
Vernon Ravenscroft, Owner

1/22/90
Date

Bryan Ravenscroft
Bryan Ravenscroft, Owner

4-22-90
Date

Marcial Leija
Marcial Leija, Renter

4-24-90
Date

March 24, 1991

TO: BARB & BRYAN

RE: 1990 Crop Season

Cash Income from Alfalfa	\$1,174.50	1st Crop
	543.75	2nd Crop
	<u>867.00</u>	3d Crop
	\$2,585.25	

Pending - not yet known - Hay taken by Marcial _____
Grazing by Marcial _____

Of known \$2,585.25 - 71.4% B & B = \$1,845.87 \$1,845.87 Income
29.6% V & H = 765.23

Expenses - Delivery to Veenstra - 1st Crop - \$ 153.36
2nd Crop - 67.64
3rd Crop - 80.56
Swathing Alfalfa - - - - - 387.00
\$ 688.56
71.4 % Bryan & Barb 491.63 491.63
29.6% Vernon & Harriett 203.63

Taxes - 17.1 vs. 88 = 19.43% x \$814.00 168.46
North Side Canal Co. Water Maintenance 211.00
\$871.09 871.09
\$ 974.78

Pro-rate of Income \$1,845.87
Pro-rate of Expense 871.09

Balance to be Credited to
Purchase Agreement \$ 974.78

Yet to be determined and Collected - Hay taken by Marcial _____
Grazing taken by Marcial _____