

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

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APR 26 2004

Department of Water Resources
Eastern Region

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

Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List 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, if the change in ownership is limited to a portion of a water right in 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
A 34-00052B					
A 34-000500					

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MAY 12 2004
DEPARTMENT OF WATER RESOURCES

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

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- A. The appropriate **FILING FEE**. See instructions for fee amounts. \$50 -
 - 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) are 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)

Bruce Bleak + Carmela Bleak
Rt 1 Box 27

4. New Owner/Claimant(s)

MOORE, ID 83255

New Mailing Address

To Dee Ramsey
Rt 1 Box 369 / Arco, ID 83213

City, State and ZIP Code

New Telephone Number

208.527-3101

5. Date you acquired the property

4/6/01

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	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

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)
(include title if applicable)

Jo Dee Ramsey

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 JL
 Received by JL
 Processed by _____ AJ

Date 5-4-04
 Date 5-4-04
 Date _____

Fee \$100 -
 Receipt No. E029792
 WR _____ Date _____

APR 06 2001

AGREEMENT AND CONTRACT TO TRANSFER REAL PROPERTY

On this 6 day of April 2001

Bruce and Carma Bleak, husband and wife (hereinafter known as sellers), and JoDee Ramsey, a single woman, (hereinafter known as buyer), do hereby agree that the buyer shall execute the buyers option to purchase said real property (a description of which is attached hereto as EXHIBIT "A"), and that this agreement will be recognized as a completion of the lease agreement already in effect. Buyer and Seller do also agree that said agreement shall be subject to the following terms and conditions.

1. Said property (EXHIBIT "A") does in fact consist of approximately 122 acres and is in fact located in the County of Butte, State of Idaho.
2. Remaining balance of the Purchase Price is agreed to be 62500.00 dollars. It is further agreed that 2500.00 dollars shall be due at the time of closing and that the remaining balance shall be 60000.00 dollars. Payment schedule shall be as follows, the balance shall be financed for a period of 15 years and the interest rate shall be 7.00% per annum. Payment will be the sum of 6587.68 dollars and shall be due each year on the date of October 15, beginning in the year 2001, and thereafter yearly with the final payment being due on October 15 in the year 2016.
3. Late Fees and Charges: In the event that payment is more than 30 days overdue, there will be a late payment fee assessed in the amount of 5.00% of the interest due.
4. Additional Assets: It is agreed that the improvements existing on the property shall be included in this transaction and that Idaho Water Rights A34-00052B and Idaho Water Right A34-00050D are also associated with this property.
5. Buyer shall maintain and pay all premiums on a policy of fire, theft, destruction and liability insurance on the subject real property, with reasonable coverage's, and shall name the sellers as the co-beneficiaries and as the mortgage holder on said real property.
6. Buyer shall assume responsibility for paying property taxes to the county of Butte and for all water assessment monies due to the Big Lost River Irrigation District. Seller guarantees that these charges have been paid up until the time that this transaction is closed.
7. Should buyer become delinquent in the payments due on the debts referenced in this contract, so long as seller's 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, the buyer shall be in default and shall be subject to any and all legal remedies the seller chooses to implement. Such rights shall remain solely with the seller and any

exercise of rights or lack of exercising any rights shall not be construed as a waiver of any rights the seller may choose to exercise in the future.

8. Buyer shall have the sole use of the entire parcel of real property described in Exhibit "A" 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. Seller shall hold title to said real property described in Exhibit "A" for the duration of this contract and will guarantee that said title shall be clear of liens or defects at the time this contract is complete.

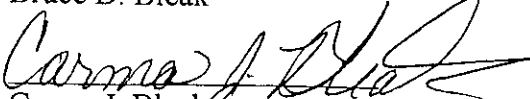
12. Special proviso: since it is agreed that this said real property described in Exhibit "A" enjoys what is in effect a "double" water right, and since it is also agreed that this extra water right does in fact make this said property more valuable, and that the loss of one or more of these water rights would be detrimental to the said property, the buyer is prohibited further from selling one or more of these rights. This proviso does not extend to the sale of storage rights on a yearly basis.

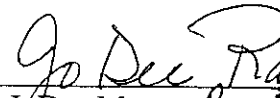
13. Sellers and buyer acknowledge that they have each played a part in determining the terms of this contract and have had an opportunity to have this contract reviewed by an attorney, and as such this contract shall not be construed in favor of nor against either party hereto.

14. 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.

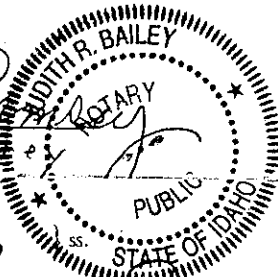
IN WITNESS WHEREOF, the parties have caused their names to be subscribed, all as of the date hereinabove first written.


Bruce D. Bleak


Carma J. Bleak


Jo Dee Ramsey

STATE OF IDAHO
COUNTY OF Butte



On this 6 day of April in the year 2001, before me, a Notary Public, personally appeared Bruce D. Bleak, Carma J. Bleak & Jo Dee Ramsey known or identified to me to be the person whose name is are subscribed to the within instrument, and acknowledged to me that they executed the same.





EXHIBIT "A"

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

Section 3: The North 69 Rods of the (N1/2SW1/4), 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:

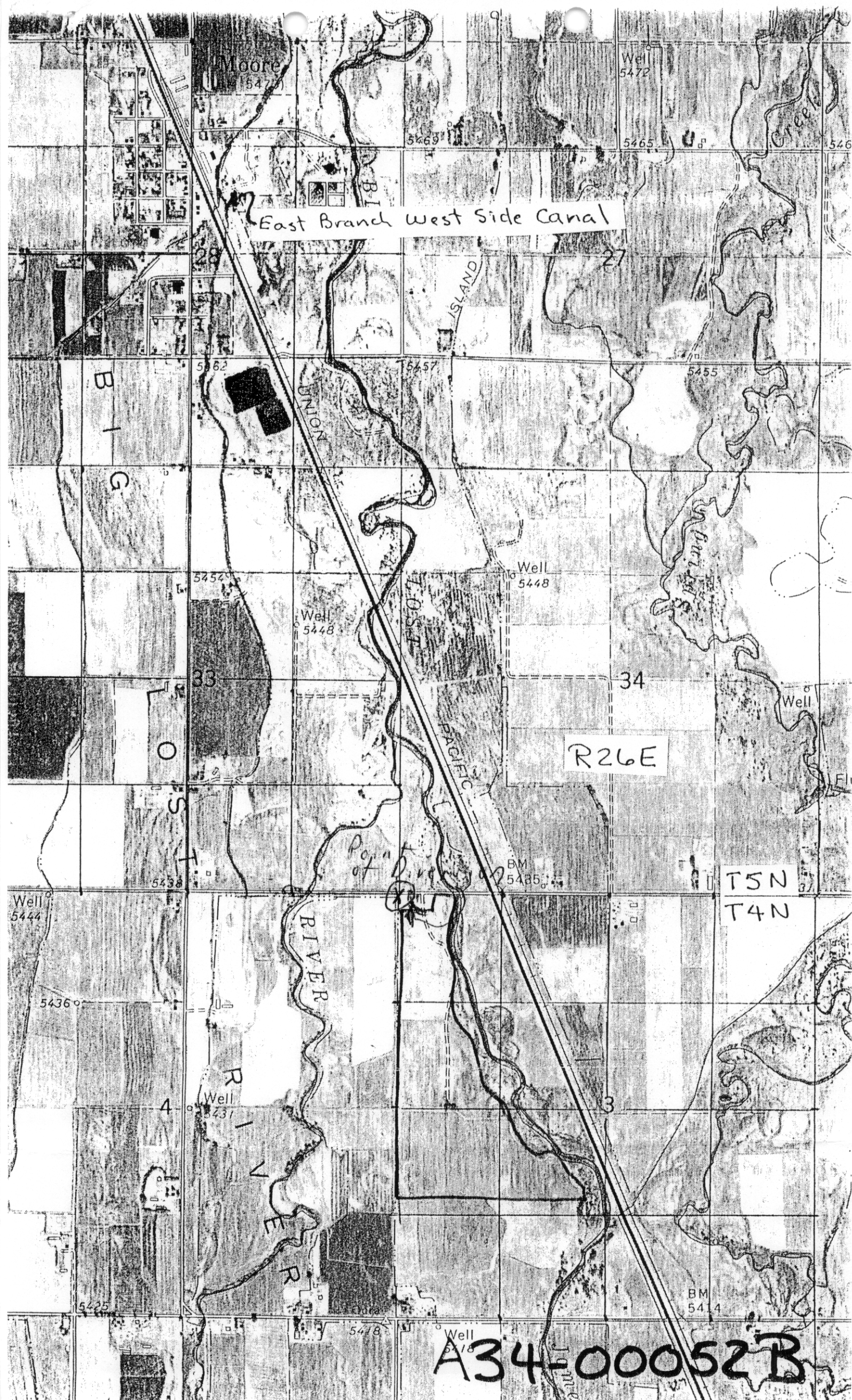
Thence East 18 feet to the TRUE POINT OF BEGINNING:

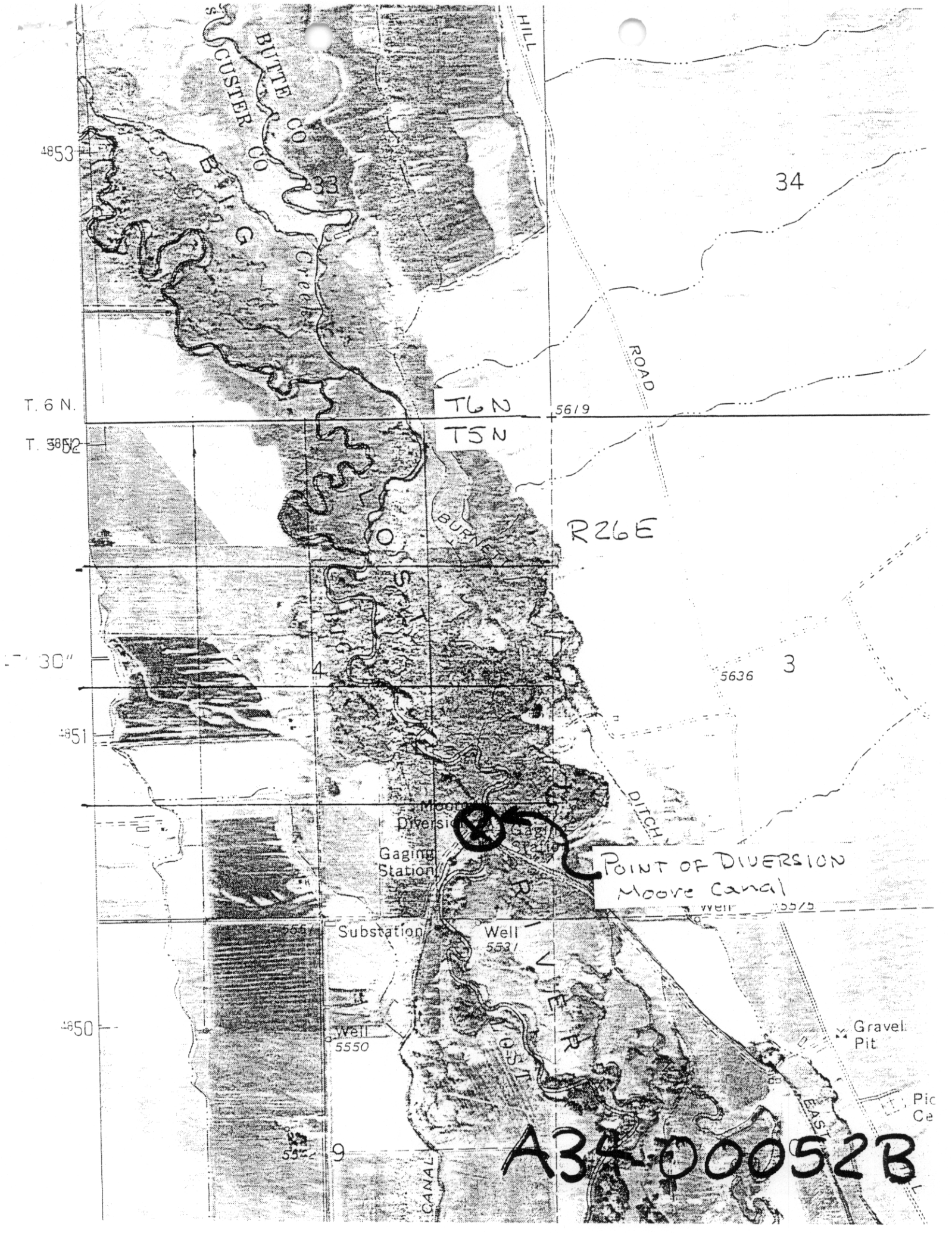
Thence South 209 feet;

Thence East 625 feet;

Thence North 209 feet;

Thence West 625 feet; to the TRUE POINT OF BEGINNING.





4853

34

T. 6 N.

T6N

5619

T. 30 N.

T5N

R26E

17 30"

5636

3

4851

POINT OF DIVERSION
Moore Canal

4850

Substation

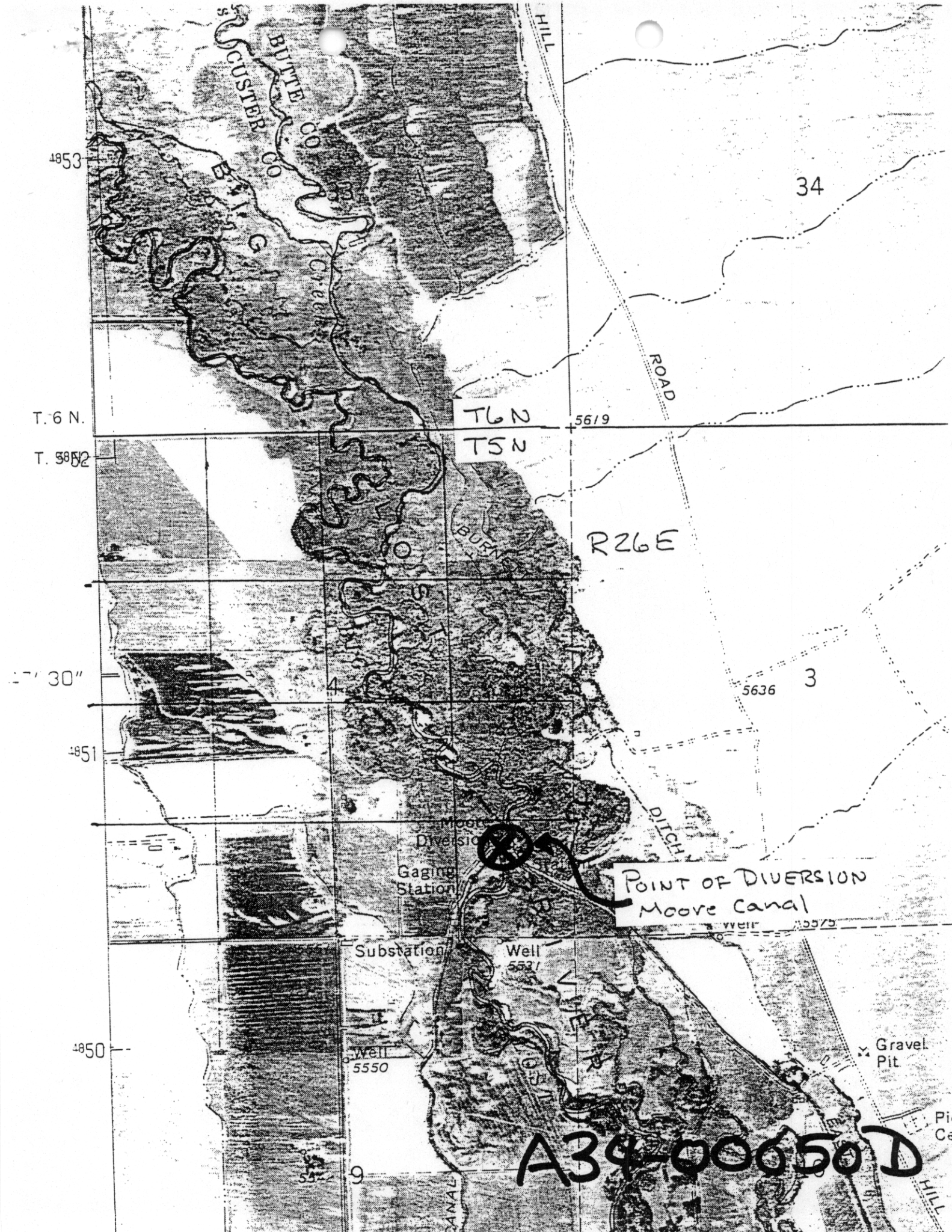
Well 5531

Well 5550

Gravel Pit

Pic Ce

A34-00052B



4853

34

T. 6 N.

T. 6 N.

5619

T. 5 N.

T. 5 N.

R. 26 E.

4851 30"

5636

3

4851

Moore
Diversion
Gaging
Station

POINT OF DIVERSION
Moore Canal

Substation

Well
5537

Well
5550

4850

Gravel
Pit

Pic
Ce

A34-00650D

