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Department of Water Resources
Southern RegionSTATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

Please print or type. Attach pages with additional information. Instructions are on the back of this page.
Incomplete forms will be returned.

1. Water Right No(s): 47-14040
Adjudication Claim No(s): 39576
2. The following REQUIRED information must be submitted with this form:
 - A. A copy of the most recent DEED, TITLE POLICY, CONTRACT OF SALE or other legal document indicating your ownership of the property and water rights or claims in question, WITH ATTACHED LEGAL DESCRIPTION.
AND
 - B. PLAT OF PROPERTY or SURVEY MAP for parcel of ten acres or less. (These are usually attached to your deed or on file with the county.)
OR
 - C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.
3. Name and Address of Former Owner/Claimant Duane Ramseyer, RR 1, Filer, Id. 83328
Debbie Craig, 850 E. Cedar St., Lake Oswego, Ore.
4. New Owner/Claimant(s) David and Susan Ramseyer
Name Connector (Check one): ☒ and, ☐ or, ☐ and/or
New Mailing Address 4200N 2202E
City, State and ZIP Code FILER, Idaho 83328
New Telephone Number (208) 326-4774
5. Date you acquired the property MARCH 9, 1999
6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages. NO Split,
Number of acres you irrigate _____ Number and type of stock _____
Diversion rate in CFS _____ Number of homes _____ Other uses _____
If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.
7. Signature of New Owner or Claimant(s) David Ramseyer
Susan Ramseyer
(Corporations or other organizations must submit a list of directors and/or officers demonstrating authority to sign form.)
8. For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him or her for all matters related to your claims..

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INSTRUCTIONS

This form has been prepared to assist new owners of property to comply with the requirements of Sections 42-248 and 42-1409(6), Idaho Code. Section 42-248 requires certain property holders to notify the Department of Water Resources (IDWR) of any change in mailing address or ownership of all or part of a water right record on file with IDWR. Section 42-1409(6) provides that new property owners must notify IDWR of any change in ownership of a water right during an adjudication of water rights. Required claims may be filed by a new owner.

Separate brochures are available from IDWR describing the adjudication of water rights and the requirement to notify IDWR of changes in ownership. Please contact your nearest IDWR office, or call 1-800-451-4129, if you would like more information or need help completing this form. Please attach additional sheets to the form if you require additional space to describe or explain any of the items on the form.

1. If there are water rights associated with the property, the seller should be able to provide you with the water right or adjudication claim number(s). Please enter these number(s) at **Item 1**. If you or the seller believes there are water rights for the property but the numbers are unknown, you may wish to contact IDWR for assistance in identifying the water rights for the property in question. If claims for the rights are required, and have not been filed, IDWR will so advise you.
2. The information described at **Item 2** is required, since IDWR cannot process the requested change without documentation of ownership. The preferred types of documentation are shown; contact IDWR if you have difficulty obtaining this information. Do not obtain a new survey for purposes of this form before contacting IDWR.
3. Please provide the name and address of the former owner of the water right and/or adjudication claim at **Item 3**.
4. The name, mailing address, and telephone number of the new owner(s) is entered at **Item 4**. Please indicate the relationship between multiple owners by using the connector 'and', 'or', or 'and/or'. If an 'and' is used, all parties must sign this form. If an 'and/or' or 'or' is used, all parties may sign. However, only one of the named parties is required to sign.
5. At **Item 5**, please provide the date the property in question was acquired. This may be the date of "closing" in the case of a real estate transaction or the date of court order for other types of ownership changes.
6. You may be purchasing only a portion of the total water right held by the seller. This means the water right held by the seller may be "split" to provide your share of the right in question. Be sure to include a description of the portion of the water right you have purchased at **Item 6**.

Please provide as much detail as possible concerning your water right: include the number of homes, irrigated acreage if more than 1/2 acre is irrigated, type and number of stock if your right is for stockwater, etc. In the absence of information to the contrary, IDWR will assume the intent is to split the rights *proportionately*.

7. The new owner(s) must sign the form in the space(s) provided at **Item 7**. Corporations and other organizations must submit a list of directors or officers demonstrating the authority of the director or officer to sign the form.
8. There is no filing fee. When complete, you should retain a copy and return the original of the form to the IDWR office nearest you:

IDWR Western Region
2735 Airport Way
Boise, ID 83705-5082
(208) 334-2190

IDWR Southern Region
1341 Fillmore St., Suite 200
Twin Falls, ID 83301-3380
(208) 736-3033

IDWR Northern Region
1910 Northwest Blvd., Suite 210
Coeur d'Alene, ID 83814-2615
(208) 769-1450

IDWR Eastern Region
900 N. Skyline Dr., Suite A
Idaho Falls, ID 83402-1718
(208) 525-7161

42683fc

Twin Falls County, Id.

Recorded for:

TITLEFACT

11:06am

Mar. 15, 1999

1999-004716

No. of Pages: 1

Fee: \$3.00

ROBERT S. FORT

Ex-Officio Recorder

Deputy: BN

WARRANTY DEED

RECEIVED

JAN 12 2000

Department of Water Resources
Southern Region

Warranty Deed made this 11 day of March, 1999, between **RICHARD LAWRENCE FREEPONS**, a married man dealing with his sole and separate property, of 93545 Dorsey Lane, City of Junction City, County of Lane, State of Oregon, herein referred to as Grantor, and **DAVID D. RAMSEYER** and **SUSAN L. RAMSEYER**, husband and wife, 4200 North 2202 East, City of Filer, County of Twin Falls, State of Idaho, herein referred to as Grantees, witnesseth:

That Grantor, for consideration, the receipt whereof is hereby acknowledged, has granted, bargained, and sold, and does, by these presents, grant, bargain, sell, convey, and confirm unto Grantees and their heirs and assigns forever, all the following described real estate situated in the County of Twin Falls, State of Idaho:

Township 9 South, Range 16 East, Boise Meridian, Twin Falls County, Idaho
Section 29: NW 1/4

Together with 160 shares of stock in the Twin Falls Canal Company appurtenant thereto,
SUBJECT TO AND EXCEPT FOR:

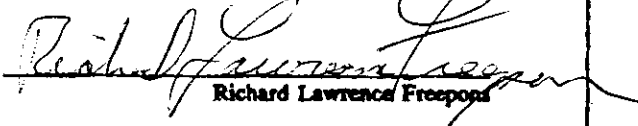
1. Twin Falls Highway District right of way
2. 1999 Real Property Taxes
3. Easements, conditions, restrictions and reservations of record

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and all estate, right, title, and interest in and to the property, as well in law as in equity.

To have and to hold, all and singular the above-described premises together with the appurtenances unto Grantee and his heirs and assigns forever.

And Grantor and his heirs shall and will warrant and by these presents forever defend the premises in the quiet and peaceable possession of Grantees, their heirs, and assigns against Grantor and his heirs and against all and every person and persons whomsoever, lawfully claiming the same.

In witness whereof, Grantor has hereunto set his hand on the day and year first above written.

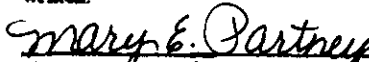

Richard Lawrence Freepons

STATE OF OREGON

County of LANE

On this 11 day of March, 1999, before me, a Notary Public in and for said State, personally appeared **RICHARD LAWRENCE FREEPONS**, known or identified to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same.

IN WITNESS HEREOF I have hereunto set my hand and official seal the day and year first above written.


Notary Public for Oregon
Residing at: SPRINGFIELD, OREGON
Commission Expires: 10:30:2001



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1999-004716

After recording, please
return to:

Titlefact, Inc.
163 Fourth Ave. North
P.O. Box 486
Twin Falls, ID 83301

COPY

REAL ESTATE MORTGAGE

THIS MORTGAGE, dated March 9, 1999 given by DAVID D. RAMSEYER and SUSAN L. RAMSEYER, as MORTGAGOR, whose current address is: 4200 North 2202 East, Filer, ID 83328, to RICHARD L. FREEPONS, whose address is 93545 Dorsey Lane, Junction City, OR 97448, MORTGAGEE.

WITNESSETH, that the said MORTGAGOR, for good and valuable consideration, the receipt whereof is hereby acknowledge, does hereby grant, bargain, sell and convey unto the said MORTGAGEE, their heirs and assigns forever, the following real estate situated in Twin Falls County, State of Idaho, to-wit:

"Township 9 south, Range 16 East, Boise Meridian, Twin Falls County, Idaho, Section 29; NW 1/4, together with 160 shares of stock in the Twin Falls Canal Company appurtenant thereto, SUBJECT TO: Twin Falls Highway District Right of Way."

TOGETHER WITH all the improvements, privileges and appurtenances thereunto belonging and all rights of homestead exemption; together with all ditch and water rights of every nature, however evidenced, used on the said land or belonging to the same or said MORTGAGOR, which may be hereafter acquired or used upon said land. Said MORTGAGOR does hereby warrant the title to said land and water rights against all persons whomsoever, and agree to defend the same.

THIS CONVEYANCE is intended as a mortgage to secure the payment of the principal sum of FOUR HUNDRED THOUSAND (\$400,000.00) DOLLARS lawful money of the United States of America, evidenced by a Promissory Note executed and delivered by MORTGAGOR herein, dated March 9, 1999 with final payment due

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March 9, 2019.

TOGETHER WITH interest, costs, and expenses, as therein provided, payable to the order of the MORTGAGEE at the times and in the manner and with interest as therein set forth, together with any extensions, renewals, modifications and future advances thereof or thereunder; the performance of each agreement of MORTGAGOR herein contained; and the payment of all sums expended or advanced by MORTGAGEE under or pursuant to the terms of this Mortgage and/or the note(s), together with interest thereon as provided therein.

TO PROTECT THE SECURITY OF THE MORTGAGE, MORTGAGOR COVENANTS AND AGREES:

1. To keep said property in good order and condition as it now is and not commit or permit any waste thereof;
2. To promptly make all repairs, replacements, additions improvements and alterations thereto, interior and exterior, structural and nonstructural, which are necessary or appropriate to keep the same in good order and condition;
3. To not remove or demolish any building or other improvement thereof now or hereafter existing on the property without the written consent of the Mortgagee, which consent the Mortgagee shall not unreasonably withhold;
4. To comply with all laws, ordinances, regulations, covenants, conditions, and restrictions affecting said property;
5. To not: (a) allow changes in the use of the property from the date of this Mortgage; (b) maintain, operate or occupy the property or allow the property to be used, maintained operated or occupied in any manner which violates any laws; safeguarded as required by law, which constitutes a public or private nuisance, or such makes void, voidable, or cancelable or increases the premiums of any insurance required to be maintained under the Mortgage; (c) initiate or acquiesce in a change in the zoning classification of the property; unless required by applicable law or unless MORTGAGEE has given its prior written consent;
6. To not alter the property and not, except as is necessary to maintain the property in a state of good condition and repair, make or permit to be made any alterations or additions to the property of a material nature without the prior written consent of MORTGAGEE;
7. To keep the buildings, improvements, fixtures, equipment, machinery, and appliances of the above-described property, or to be hereafter constructed or placed thereon, insured against loss by fire or other hazards, casualties, and contingencies included in the term "extended coverage", in such forms of insurance, and in such amounts, as may be required by to the MORTGAGEE, with loss payable solely to MORTGAGEE, and to deliver all policies to MORTGAGEE, which delivery shall constitute an assignment to MORTGAGEE of all return premiums. Neither destruction of the property in whole or in part nor the application of insurance proceeds to reconstruct the premises or to reduce the

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indebtedness secured by this Mortgage shall cause suspension, extension or abatement of payments under the note, serviced hereby unless the entire indebtedness is paid by the application of said insurance proceeds;

8. To pay in full immediately and discharge before delinquent all encumbrances, taxes and assessments, charges, liens and other impositions, with interest and penalties, on said property or any part thereof, including, and to pay in full immediately and discharge before delinquent, all dues or assessments upon said ditch or water rights or water stock. MORTGAGOR shall pay, when due, all claims of all persons supplying labor or materials to or in connection with the property when due.

9. To pay all costs, fees, and expenses, of this Mortgage, including, but not limited to, cost of search and evidence of title and advertising expense and attorney fees incurred in enforcing any of the provisions of this Mortgage, or in exercising any remedies hereunder, whether the same be incurred pursuant to limitations, any form of bankruptcy proceedings or otherwise, which sums shall also be secured by this Mortgage. Nothing in this paragraph shall limit any provision of any statute which requires MORTGAGOR to pay more attorney fees than as provided in this paragraph;

IT IS MUTUALLY AGREED THAT:

10. Should the property or any part thereof be taken or damaged by reason of any public improvement or condemnation proceeding, or damage by fire, or earthquake, or in any other manner, MORTGAGEE shall be entitled to all compensation, awards and other payments or relief therefore, and shall be entitled at their option to commence, appear in and prosecute in their own names, any action or proceeding or to make any compromise or settlement, in connection with such taking or damage. all such compensation, awards, damages, rights or action and proceeds, including the proceeds of any policies of fire and other insurance affecting said property, are hereby assigned to MORTGAGEE, who may after deducting therefrom all of its expenses, including attorney fees, release any moneys to received by it or apply the same on any indebtedness secured hereby. MORTGAGOR agrees to promptly notify MORTGAGEE of any action or proceeding relating to any condemnation or other taking, whether direct or indirect, of the property, or part thereof, and MORTGAGOR shall appear in and prosecute any such action or proceeding unless otherwise directed in writing by MORTGAGEE. MORTGAGOR authorizes MORTGAGEE, at MORTGAGEE'S option, as attorney-in-fact for MORTGAGOR, to commence, appear in and prosecute, in MORTGAGEE'S or MORTGAGOR'S name, any action or proceeding relating to any condemnation or taking of the property whether direct or indirect, and to settle or compromise any claim in connection with such condemnation or taking MORTGAGOR agrees to execute such further evidence of assignment of awards, proceeds, damages, or claims arising in connection with such condemnation as MORTGAGEE may require. Unless said indebtedness is paid in full by the application of said awards, no such award or application thereof shall constitute a reduction in or abatement of any payments required by the Note.

11. MORTGAGOR shall pay the indebtedness, secured by this Mortgage as and

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when called for in the documents evidencing the same and will fully and promptly perform all of the obligations under the Note and this Mortgage as such performance becomes due.

12. The term "Event of Default", as used in this Mortgage, shall mean the occurrence or happening, at any time and from time to time, or any one or more of the following:

- (a) If MORTGAGOR shall fail to pay, in full, any payment or any portion of the indebtedness secured by this Mortgage, when the same shall become due and payable, whether at this due date thereof stipulated in the Note and this Mortgage, by acceleration or otherwise; or
- (b) If MORTGAGOR shall fail, refuse or neglect to perform and discharge fully and timely any of the other obligations of MORTGAGOR under the Note and/or this Mortgage; or
- (c) If the property is materially demolished, destroyed or substantially damaged and suitable arrangements are not made with MORTGAGEE by MORTGAGOR to reconstruct the same or if the same cannot be repaired within 120 days from the date of destruction.

13. Upon the occurrence of any Event of Default, as the term is defined above, MORTGAGEE, at MORTGAGEE'S option, may declare all of the indebtedness and other sums secured by this Mortgage to be immediately due and payable without further demand, and those remedies hereunder, under any of the Note and/or permitted by applicable law regarding Mortgages may be invoked.

14. In addition to the forgoing, MORTGAGEE'S rights in the Event of Default shall include, but shall not be limited to, the right of MORTGAGEE to:

- (a) Take possession and hold, occupy, operate, and use the property, together with the personality, without liability or obligation on its part, and to do all acts affecting said property as MORTGAGEE may deem necessary to keep the property in good condition and repair and to conserve the value thereof;
- (b) To the extent permitted by law, bring an action to collect any installment which is due or past due and payable without affecting or losing the security of this Mortgage or waiving any other right or remedy allowed by law;
- (c) Foreclose this Mortgage in the manner provided by law for the foreclosure of mortgages on real property, bring an action for damages, or exercise such other remedy or combination of remedies as MORTGAGEE may have under law or equity;
- (d) Apply to a court of competent jurisdiction for the appointment of a receiver to take charge of the property and, with or without all appointment of a receiver: (1)

collect the rents, issues and profits therefrom; (2) care for and repair the same, and improve the same when necessary or desirable; (3) lease and rent the property or portions thereof (including leases existing beyond the term of receivership); and (4) otherwise use and utilize the property, and have such other powers as may be fixed by any court of competent jurisdiction. MORTGAGOR specifically agrees that the receiver may be appointed without any notice to MORTGAGOR whatsoever, and the court may appoint the receiver without reference to the adequacy or inadequacy of the security, or the solvency or insolvency of MORTGAGOR, and without reference to other matters normally taken into account by courts in the discretionary appointment of receivers it being the intention of MORTGAGOR to hereby authorize the appointment of a receiver when MORTGAGOR is in default and MORTGAGEE has requested the appointment of a receiver, MORTGAGOR hereby agrees and consents to the appointment as receiver the person or firm designated by MORTGAGEE and hereby waives its rights to suggest or nominate any such person or firm in opposition to MORTGAGEE.

No remedy herein provided shall be exclusive of any other remedy which now exists or such may hereafter exist under the Note in favor of MORTGAGEE or by law. Every power or remedy given in MORTGAGEE or to which they may be otherwise entitled, may be exercised from time to time and as often as may be deemed expedient by them, and they may pursue inconsistent remedies. If MORTGAGEE holds any additional security for any obligation secured hereby it may enforce the sale thereof at its option, either before, contemporaneously with, or after the sale is made hereunder, and in the event of any default of MORTGAGOR, MORTGAGEE may, at its option, offset against any indebtedness secured hereby. Should it become necessary for MORTGAGEE, by its election, to pursue any of the remedies hereinabove prescribed, either personally or through its agents, to enter upon and take possession of the property or any part thereof, and collect the rents, issues and profits therefrom, MORTGAGEE shall be entitled to receive as compensation for its management fee an amount customarily charge for such services by reputable management firms.

The purchasers at any foreclosure sale hereunder may disaffirm any easement or right of way granted or rental or lease contract made after the execution of this Mortgage and may take immediate possession of the property free from, and despite the terms of, such grand and/or rental and/or lease contract.

MORTGAGEE shall have all rights, remedies and recourses granted in the Note and this Mortgage and available at law or equity and the same (a) shall be cumulative and concurrent, (b) may be pursued against MORTGAGOR, at the sole discretion of MORTGAGEE, (c) may be exercised as often as occasion therefore shall arise, it being agreed by MORTGAGOR that the exercise or failure to exercise any of the same shall in no event be construed as a waiver or release thereof or of any other right, remedy or recourse, and (d) are intended to be, and shall be, non-exclusive.

The liability of the MORTGAGOR for payment of the indebtedness and performance of the obligation shall be joint and several.

If all or any part of the property or interest therein is sold or transferred by MORTGAGOR including, but not limited to, (a) the execution by MORTGAGOR of a contract sale with respect to the property; (b) the grant of a leasehold estate in the property or any part thereof for a period of greater than five (5) years; (c) the transfer or sale of the property by a creditor or judgment holder with respect to MORTGAGOR, or (d) the transfer of a leasehold estate in the property or any part thereof containing an option to purchase without MORTGAGEE'S prior written consent, excluding the grant of any leasehold estate in the property of five (5) years or less not containing an option to purchase, MORTGAGEE may, at MORTGAGEE'S option, declare all of the indebtedness to be immediately due and payable. MORTGAGEE shall be waived such option to accelerate if, prior to the sale or transfer, MORTGAGEE, MORTGAGOR, and the person or entity to whom the property is to be sold or transferred reach an agreement in writing otherwise.

If MORTGAGEE exercises such option to accelerate, MORTGAGEE shall give MORTGAGOR notice of acceleration. Said notice shall provide a period of not less than thirty (30) days from the date the notice is mailed in which MORTGAGOR may pay the sums declared due. If MORTGAGOR shall fail to pay such sums prior to the expiration of such period, MORTGAGEE may, without further notice or demand on MORTGAGOR, consider this Mortgage in a state of default and exercise the remedies set forth herein with respect to an Event of Default occurring under this Mortgage.

A consent by MORTGAGEE to one or more sales or above transfers of the property shall not constitute a waiver of the provisions, nor shall it constitute a consent to or for any future sales or transfers by MORTGAGOR, their successors or assigns, and any further sale or transfer of the property by MORTGAGOR, their successors or assigns, or any of them, shall give MORTGAGEE the acceleration rights provided above.

15. Except for any notice required under applicable law to be given in another manner;

(a) Any notice to MORTGAGOR provided for in the Mortgage shall be given by personal delivery or by mailing such notice addressed to MORTGAGOR at the following address:

4200 North 2202 East
Filer, ID 83328

or at such other address as MORTGAGOR may designate by notice to MORTGAGEE as provided herein, and shall be deemed given, upon such personal delivery or deposit in the United States Mail, first class postage prepaid;

(b) Any notice to MORTGAGEE shall be given by personal delivery or by first class United States mail to:

93545 Dorsey Lane
Junction City, OR 97448

or to such other address as MORTGAGEE may designate by notice to MORTGAGOR as provided herein, and shall be effective upon such personal delivery or deposit in such

mail, postage fully prepaid.

16. This Mortgage shall be governed by the laws of the State of Idaho. In the event that any provision or clause of the Note, or this Mortgage, conflicts with applicable law, such conflict shall not affect other provisions of the Note or this Mortgage which can be given effect without the conflicting provision, and to this end the provisions of the Note and this Mortgage are declared to be severable.

17. It is hereby expressly stipulated and agreed to be the intent of MORTGAGOR and MORTGAGEE at all times to comply with the usury, and all other laws relating to this Mortgage and the Note. If, at any time, the applicable law renders usurious any amount called for in any of this Mortgage, and/or the Note, then it is MORTGAGOR'S and MORTGAGEE'S express intent that such document be immediately deemed reformed and the amounts collectible reduced, without the necessity of the execution of any new documents, so as to comply with the then applicable law but so as to permit the recovery of the fullest amount otherwise called for in this Mortgage and the Note and any amounts previously collected in excess of the amount permitted under applicable usury laws shall be either applied as a credit against the unpaid indebtedness due under the Note, or be refunded to MORTGAGOR, at MORTGAGEE'S sole option.

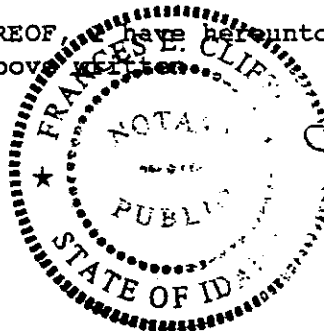
IN WITNESS WHEREOF, the said MORTGAGOR hereunto subscribes his name on March 9, 1999.

David D. Ramseyer
David D. Ramseyer
Susan L. Ramseyer
Susan L. Ramseyer

STATE OF IDAHO)
) ss.
County of Falls)

On this 9 day of March, 1999, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared DAVID D. RAMSEYER and SUSAN L. RAMSEYER, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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



Frances E. Clifton
Notary Public for Idaho
My Commission Expires: 1/20/2004

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA)
Case No. 39576)
PARTIAL DECREE PURSUANT TO
I.R.C.P. 54(b) FOR
Water Right 47-14040

NAME AND ADDRESS: DUANE RAMSEYER
RT1
FILER, ID 83328

NIKKI FREEPONS
2802D RIVERROAD S
SALEM, OR 97302

DEBBIE CRAIG
850 E CEDAR ST
LAKE OSWEGO, OR 97034

SOURCE: GROUNDWATER

QUANTITY: 0.04 CFS

THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000
GALLONS PER DAY.

PRIORITY DATE: 04/10/1920

POINT OF DIVERSION: T09S R16E S29 NENENW Within Twin Falls County

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	Domestic 1 HOME	01-01 TO 12-31	0.04 CFS
	Stockwater	01-01 TO 12-31	0.02 CFS

PLACE OF USE: Stockwater T09S R16E S29 NENW Within Twin Falls County

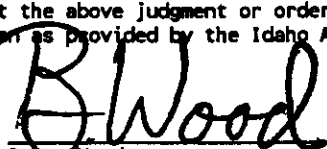
Domestic T09S R16E S29 NENW Within Twin Falls County

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

- THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A
DETERMINATION OF HISTORICAL BENEFICIAL USE.

RULE 54(b) CERTIFICATE

With respect to the issues determined by the above judgment or order, it is hereby CERTIFIED, in accordance with Rule 54(b), I.R.C.P., that the court has determined that there is no just reason for delay of the entry of a final judgment and that the court has and does hereby direct that the above judgment or order shall be a final judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules.


Barry Wood
Administrative District Judge
Presiding Judge of the
Snake River Basin Adjudication

MACRO
SEP 17 2000

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA)
) PARTIAL DECREE PURSUANT TO
Case No. 39576) I.R.C.P. 54(b) FOR
) Water Right 47-14040

NAME AND ADDRESS: DEBBIE CRAIG
850 E CEDAR ST
LAKE OSWEGO, OR 97034

DUANE RAMSEYER
RT1
FILER, ID 83328

NIKKI FREEPONS
2802D RIVERROAD S
SALEM, OR 97302

SOURCE: GROUNDWATER

QUANTITY: 0.04 CFS

THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000
GALLONS PER DAY.

PRIORITY DATE: 04/10/1920

POINT OF DIVERSION: T09S R16E S29 NENENW Within Twin Falls County

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	Domestic 1 HOME	01-01 TO 12-31	0.04 CFS
	Stockwater	01-01 TO 12-31	0.02 CFS

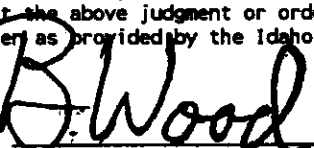
PLACE OF USE:	Stockwater		Within Twin Falls County
	T09S R16E S29	NENW	
	Domestic		Within Twin Falls County
	T09S R16E S29	NENW	

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

- THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A
DETERMINATION OF HISTORICAL BENEFICIAL USE.

RULE 54(b) CERTIFICATE

With respect to the issues determined by the above judgment or order, it is hereby CERTIFIED, in accordance with Rule 54(b), I.R.C.P., that the court has determined that there is no just reason for delay of the entry of a final judgment and that the court has and does hereby direct that the above judgment or order shall be a final judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules.


Barry Wood
Administrative District Judge
Presiding Judge of the
Snake River Basin Adjudication

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA)
) PARTIAL DECREE PURSUANT TO
) I.R.C.P. 54(b) FOR
Case No. 39576)
) Water Right 47-14040

NAME AND ADDRESS: DUANE RAMSEYER
RT1
FILER, ID 83328

NIKKI FREEPONS
28020 RIVERROAD S
SALEM, OR 97302

DEBBIE CRAIG
850 E CEDAR ST
LAKE OSWEGO, OR 97034

SOURCE: GROUNDWATER

QUANTITY: 0.04 CFS

THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000
GALLONS PER DAY.

PRIORITY DATE: 04/10/1920

POINT OF DIVERSION: T09S R16E S29 NENENW Within Twin Falls County

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	Domestic 1 HOME	01-01 TO 12-31	0.04 CFS
	Stockwater	01-01 TO 12-31	0.02 CFS

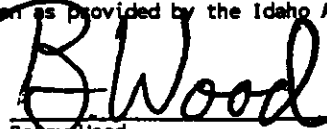
PLACE OF USE:	Stockwater		Within Twin Falls County
	T09S R16E S29	NENW	
	Domestic		Within Twin Falls County
	T09S R16E S29	NENW	

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

- THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A
DETERMINATION OF HISTORICAL BENEFICIAL USE.

RULE 54(b) CERTIFICATE

With respect to the issues determined by the above judgment or order, it is hereby CERTIFIED, in accordance with Rule 54(b), I.R.C.P., that the court has determined that there is no just reason for delay of the entry of a final judgment and that the court has and does hereby direct that the above judgment or order shall be a final judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules.


Barry Wood
Administrative District Judge
Presiding Judge of the
Snake River Basin Adjudication



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, P.O. Box 83720, Boise, Idaho 83720-0098

Phone: (208) 327-7900 FAX: (208) 327-7866

February 10, 2000

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

DAVID RAMSEYER
SUSAN RAMSEYER
4200 N 2202 E
FILER ID 83328

RE: Decreed Water Right 47-14040

Dear Mr. & Mrs. Ramseyer:

The department acknowledges receipt of correspondence changing ownership of the above referenced decreed water right to you. The department has modified its records to reflect the change in ownership and has enclosed a computer-generated report for your records.

Please note that as of July 1, 1996, water right owners are required to report any change of water right ownership and any change of mailing address of the owner of a water right to the department. Notice of the change must be provided to the department within 120 days of the change. Change reporting forms are available from any office of the department.

Please feel free to contact the department if you have questions.

Sincerely,

for Jeff Peppersack, Manager
Water Right Permits Section

JP:klt

Enclosure

MICROFILMED

FEB 17 2000