

250

Transfer No. 70722

PART 1

Name of Applicant ELRAY AND JANICE Balls Phone 208-747-3596
Post Office address 203 N Westside Hwy, Weston, Id 83286

1. ☒ Change point of diversion ☐ Add diversion point(s) ☒ Change place of use
☐ Change nature of use ☐ Change period of use ☐ Other _____

2. Describe the reason for the proposed changes UPDATE RECORDS. ~~AT THE~~ PORTION
OF THIS WATER RIGHT WAS CHANGED IN THE 1960s.
CHANGED POU / CHANGED POD TO A WELL CLOSER TO
POU.

1. Right Number 13-2209(P) Priority 6/13/1960 Amount (cfs/ac-ft) 0.99 CFS Nature of Use IRR Period of Use 4/01 to 10/31

_____ to _____
_____ to _____
_____ to _____
2. Total amount of water being transferred 0.99 cubic feet per second and/or _____ acre-feet per annum.
3. Source of water CSW tributary to _____
4. Point(s) of Diversion: _____

[illegible][illegible]

RECEIVED

JUL 23 2003

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AUG 06 2003 Total Acres 130

70722

PART 1

6. General Information:

a. Description of diversion system WELL/PUMP TO DITCH TO POU
pumped into sprinklers

b. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts?
X Yes _____ No. If yes, provide a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes. No changes to POU

c. Describe the affect on the land now irrigated if the place of use is changed pursuant to this transfer:
NONE

d. Remarks:

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Transfer of Water Rights No. _____

And the said application is hereby _____, subject to the following conditions:

Witness my hand this _____ day of _____, 20 _____.

For the Director

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70722

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report 13-2209

WATER RIGHT NUMBER: 13-2209

<u>Owner Type</u>	<u>Name and Address</u>
Original Owner	LLOYD A BINGHAM RT 1 BOX 21 MOORE, ID 83255 (208)554-3203
Current Owner	STERLING BINGHAM 46 S 2 E WESTON, ID 83286 (208)747-3255
Current Owner	NORMAN FONNESBECK ZZ
Current Owner	MYRON FONNESBECK ZZ
Current Owner	LEE SCHVANEVELDT ZZ
Current Owner	VEREEN BINGHAM 2388 S HWY 36 WESTON, ID 83286 (208)747-3213

Sec 8
NW NE

Cl Ray and Janice Balls
203 N Westside Hwy.
Weston, ID. 83286
208-747-3590

Priority Date: 06/13/1960
Basis: License
Status: Active

$$\text{split} = 2.87 \text{ cfs} \frac{130}{403} = .93 \text{ cfs}$$

Source Tributary

GROUND WATER

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
DOMESTIC	/ to /		
IRRIGATION	/ to /	2.870 CFS	
	<u>Total Diversion:</u>	2.870 CFS	

Location of Point(s) of Diversion

GROUND WATER NE1/4NE1/4 Sec. 36, Twp 15S, Rge 37E, B.M.
FRANKLIN County

Place of Use

IRRIGATION

Twp Rge Sec	NE				NW				SW				SE				Totals
	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
15S 37E 36	4.0																4.0
15S 38E 31							37.0	12.0			6.0						55.0

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IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report 13-2209

16S 38E 8	4.0	36.0	39.0	38.0		10.0	14.0	141.0
16S 38E 9					39.0			39.0
16S 38E 10						39.0	40.0	119.0
16S 38E 11					11.0			11.0
16S 38E 16				34.0				34.0

130
403

Total Acres: 403

DOMESTIC same as IRRIGATION

Conditions of Approval:

Remarks:

1. General LIC. INCORRECTLY SHOWS 406 ACRES.

Comments:

Dates and Other Information:

Licensed Date: 11/16/1966
 Decreed Date:
 Water Supply Bank Enrollment Accepted:
 Water Supply Bank Enrollment Removed:
 Enlargement Use Priority Date:
 Enlargement Statute Priority Date:
 State or Federal:
 Owner Name Connector:
 Water District Number:
 Generic Max Rate Per Acre:
 Generic Max Volume Per Acre:
 Decree Defendant:
 Decree Plaintiff:
 Civil Case Number:
 Judicial District:
 Swan Falls Trust or Nontrust:
 Swan Falls Dismissed:
 DLE Act Number:
 Carey Act Number:
 Mitigation Plan: False

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10. To your knowledge, has any portion of this water right undergone a period of five or more consecutive years of non-use?

NO

If yes, describe _____

B. DESCRIPTION OF PORTION OF RIGHT BEING TRANSFERRED

(If the entire right is to be changed by the applicant, omit part B and C.)

1. amount 0.93 for IRR purposes from 4/01 to 10/31
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)

2. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec	Twp	Rge	County	Local name for diversion
		NE	NE	36	15S	37E	Franklin	

3. Lands irrigated or place of use:

Twp	Rge	Sec	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
16S	38E	10														39	40	40	119
		11											11						11

Total Acres 130

C. DESCRIPTION OF UNCHANGED PORTION OF RIGHT (omit if there is no change)

1. amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 amount 1.94 for IRR purposes from _____ to _____
 (cfs/ac-ft)
 amount _____ for domestic purposes from _____ to _____
 (cfs/ac-ft)

2. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec	Twp	Rge	County	Local name for diversion
		NE	NE	36	15S	37E	Franklin	WELL

3. Lands irrigated or place of use:

Twp	Rge	Sec	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
15S	37E	36	4																4
15S	38E	31							37	12		6							55
16S	38E	8	4	36	39	38									10	14			141
		9											39						39
		16							34										34

AUG 06 2003

Total Acres 273

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POU

712
ELRAY
BALLS

T201
21.9
NHCL/W
635

T17795
22.5

4A
16.2
NHCL/W

2748

5A
15.2
NHCL/W

2
37.0

2748

T17794 NHCL/W
2.1 15.8

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PART 3

B. CHANGES IN NATURE OF USE

1.

<u>New Nature of Use</u>	<u>Amount(cfs/af-ft)</u>	<u>Hours/days/year</u>	<u>Period of Use</u>
_____	_____	_____	_____ to _____
_____	_____	_____	_____ to _____
2. Quantity and quality of return flows and location of discharge:

3. Describe effects on other water uses resulting from the proposed change:

I hereby assert that no one will be injured by such change and that the change does not constitute an enlargement in use of the original right. The information contained in this application is true to the best of my knowledge.

I understand that any willful misrepresentations made in this application may result in voiding its approval.

Elly Ball

(Signature of Applicant)

Janise Ball

Subscribed and sworn to before me this 22nd day of July, 20 03.

Suzanne Hadley

(Notary Public)

SUZANNE HADLEY
NOTARY PUBLIC
STATE OF IDAHO

My commission expires 8-9-03

FOR DEPARTMENT USE ONLY

Transfer contains 8 pages and 2 attachments

Received by DC Date 7/23/2003 Protest filed by _____

Prelim. Check by DC Fee 250 E029030

Receipted by DC Date 7/23/2003

Published in Preston Citizen (Wed) Copies of protest forwarded by _____

Pub. Dates 9/3 & 9/10/03 Hearing held by _____ Date _____

Watermaster recommendations requested on _____ Recommended for ☒ approval ☐ denial

_____ received _____ by _____

Copy of transfer sent to lien holder _____

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AUG 06 2003

70722

REVENUE STAMPS

WARRANTY DEED 150104

For Value Received L. E. SCHVANEVELDT and NAOMI T. SCHVANEVELDT,
husband and wife, of Weston, Franklin County, Idaho,

the grantors, do hereby grant, bargain, sell and convey unto EL RAY BALLS and
JANICE S. BALLS, husband and wife, as joint tenants and not as
tenants in common, with full rights of survivorship, of Weston,
Franklin County, Idaho,
the grantees, the following described premises, to-wit:

The Southeast Quarter of the Southeast Quarter and
the West Half of the Southeast Quarter of Section 10,
and the Southwest Quarter of the Southwest Quarter of
Section 11, Township 16 South, Range 38 East, Boise
Meridian.

Also, commencing at a point 587 feet East of the
Northwest corner of the Northwest Quarter, Section
14, Township 16 South, Range 38 East, Boise Meri-
dian; thence running East 660 feet; thence South
37 feet; thence West 660 feet; thence North 37 feet
to place of beginning.

Together with all appurtenances thereon or thereunto
appertaining.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees,
their heirs and assigns forever. And the said Grantors do hereby covenant to and
with the said Grantees, that they the owners in fee simple of said premises; that said
premises are free from all incumbrances

and that they will warrant and defend the same from all lawful claims whatsoever.
Dated: May 2nd, 1967.

L. E. Schvaneveldt

Naomi T. Schvaneveldt

STATE OF ~~UTAH~~ COUNTY OF CACHE
On this 2nd day of May, 19 67,
before me, a notary public in and for said State, personally
appeared L. E. SCHVANEVELDT and
NAOMI T. SCHVANEVELDT, 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.

L. E. Schvaneveldt
Notary Public
Idaho
Warranty Deed 150104

STATE OF IDAHO, COUNTY OF Franklin
I hereby certify that this instrument was filed for record at
the request of American Land Title Co.
at 45 minutes past 9 o'clock a.m.
this 29th day of June
19 77 in my office, and duly recorded in Book
of Deeds 100 page 100

Michael D. Hanna
Notary Public

By *James L. Hanna*
Fees \$1.00
Mail to:

INSTRUMENT NO. 150104

RECORDED

AUG 06 2003

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ATTACHMENT 1 OF 2

TAX INQUIRY

TAXINQ3

PAGE 1 OF 2

PARCEL #: 2473.00

STATUS CODE A

CODE AREA 22

PHONE: () -

TAX ROLL 1

MH-00

TOTAL ACRES

HOMEOWNERS EXEMP

OVER-RIDE AMT

PREPAID TAX

BANKRUPT

120.00

N

N

NAME AND BALLS, ELRAY

PROP W2SE4, SE4SE4

ADDRESS 203 N WESTSIDE HIGHWAY

DESC 10-16-38

WESTON, ID 83286

AGAIN?_

INST # 150104

PRINT?

LOC:

YR/ CD	MARKET/ CB. TAX	EXEMPT/ SPECIAL	HM	HALF	BILLED TAX	DATE PAID	LATE FEE DUE	INTEREST TO 07172003	TAX, FEE, INT DUE
2002	35,995		N	1ST	233.88	112102			
22	467.76			2ND	233.88		4.68	15.53	254.09
				TOT	467.76		4.68	15.53	254.09
2001	35,995		N	1ST	239.77	022202			
22	479.54			2ND	239.77	112102			
				TOT	479.54				
2000	35,995		N	1ST	213.69	122000			
22	427.38			2ND	213.69	101001			
				TOT	427.38				
1999	35,995		N	1ST	209.65	122099			
22	419.30			2ND	209.65	053100			
				TOT	419.30				

TAX INQUIRY

TAXINQ3

PAGE 1 OF 2

PARCEL #: 3434.00

STATUS CODE A

CODE AREA 4

PHONE: () -

TAX ROLL 1

MH-00

TOTAL ACRES

HOMEOWNERS EXEMP

OVER-RIDE AMT

PREPAID TAX

BANKRUPT

41.00

Y

N

NAME AND BALLS, ELRAY

PROP SW4SW4 INSIDE WESTON

ADDRESS 203 N WESTSIDE HIGHWAY

DESC 11-16-38

WESTON, ID 83286

AGAIN?_

INST # 150104

PRINT?

LOC:

YR/ CD	MARKET/ CB. TAX	EXEMPT/ SPECIAL	HM	HALF	BILLED TAX	DATE PAID	LATE FEE DUE	INTEREST TO 07172003	TAX, FEE, INT DUE
2002	146,298		Y	1ST	967.45	112102			
4	1,834.90	148.00		2ND	967.45		18.87	62.64	1,024.96
ADJ	48.00-			TOT	1,934.90		18.87	62.64	1,024.96
2001	146,298		Y	1ST	980.96	022202			
4	1,861.92	100.00		2ND	980.96	112102			
				TOT	1,961.92				
2000	139,847		Y	1ST	850.01	101001			
4	1,600.02	100.00		2ND	850.01	022202			
				TOT	1,700.02				
1999	139,847		Y	1ST	837.74	031501			
4	1,580.48	95.00		2ND	837.74	101001			
				TOT	1,675.48				

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AUG 06 2003 ATTACHMENT

T 70722
2 OF 2

REAL ESTATE CONTRACT AND ESCROW AGREEMENT

THIS AGREEMENT, made and entered into on the 2nd day of May, 1967, by and between L. E. SCHVANEVELDT and NAOMI T. SCHVANEVELDT, husband and wife, of Weston, Franklin County, Idaho, hereinafter referred to and designated as Sellers, and EIRAY BALLS and JANICE S. BALLS, husband and wife, as joint tenants and not as tenants in common, with full rights of survivorship, of Weston, Franklin County, Idaho, hereinafter referred to and designated as Buyers;

WITNESSETH:

1. That the Sellers, for the consideration and on the terms and conditions hereinafter provided, agree to sell to the Buyers, and the Buyers, on said terms and conditions, agree to purchase that certain real and personal property located in Weston, Franklin County, Idaho, which said property is more particularly described as follows:

REAL PROPERTY:

The Southeast Quarter of the Southeast Quarter and the West Half of the Southeast Quarter of Section 10, and the Southwest Quarter of the Southwest Quarter of Section 11, Township 16 South, Range 38 East, Boise Meridian.

Also, commencing at a point 587 feet East of the Northwest corner of the Northwest Quarter, Section 14, Township 16 South, Range 38 East, Boise Meridian; thence running East 660 feet; thence South 37 feet; thence West 660 feet; thence North 37 feet to place of beginning.

Together with all appurtenances thereon or thereunto appertaining.

PERSONAL PROPERTY:

1 tractor, new, 1960 Massey Ferguson, with manure loader and attachments.

1 plow set, 3 bottom.

1 drill, 20 hole, Massey Harris.

1 manure spreader, P.O. take off, 1961, Formall.

1 steel derrick, Fork, and cable attachments.

Pumps and motors, laterals and all sprinkling equipment presently on the premises and used on place.

All underground irrigation pipes.

55 milking cows.

10 calves.

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All milking equipment, cans, tanks, milkers, buckets.

All tools, shovels, forks, pitch forks, 2 log chains now on place.

T.V. antenna.

1 wooden granary, 1500 bushel bin.

1 weeder, gear drive, 12 foot, John Deere.

1 pipe wagon, with all pipes and laterals (3/4 mile laterals) together with all head pipe.

1601 91 shares of Weston Creek water.

8 shares Twin Lakes water.

Together with an undivided one-half ($\frac{1}{2}$) interest in and to the following personal property:

4-sections harrow, new, John Deere.

Leveler, made by Lee Schvaneveldt.

1 mower-trail, 1962, John Deere.

1 hay loader, Davis, 1961, Snowko (Ellis Equipment).

1 grain and bail loader, elevator.

1 side delivery rake, 1960, John Deere.

1 hay bailer, 1960 International.

1 set diggers, 12 foot.

1 set diggers, 10 foot.

Together with an undivided one-fourth ($\frac{1}{4}$) interest in a well presently situated on the home place.

2. The Buyers agree to pay for said real and personal property and appurtenances the principal sum of One Hundred Thousand and no/100 Dollars (\$100,000.00) in lawful money of the United States of America, payable at Lewiston State Bank in Lewiston, Utah, strictly within the following times, to-wit:

\$500.00 or more on or before the 15th day of May, 1967, and \$500.00 or more on or before the 15th day of each month thereafter until the entire purchase price, plus interest as hereinafter provided, is paid in full.

Concurrent with the execution of this Agreement, Buyers agree to execute and to maintain in force at all times during the term of this Agreement an Assignment from their mid-monthly milk check, by the terms of which the company paying said milk check to Buyers shall be authorized and directed to withhold \$500.00 from each said mid-monthly check and to remit the same to Lewiston State Bank, Lewiston, Utah, the Escrow Holder, as payment on the monthly installments herein provided. Nothing herein contained shall, however, be construed to release Buyers from liability to

a reasonable attorney's fee which may arise or accrue from enforcing this Agreement or in obtaining possession of the premises covered hereby or in pursuing any remedy provided hereunder or by the statutes of the State of Idaho, whether such remedy is pursued by filing a suit or otherwise.

20. The terms of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors, or assigns.

IN WITNESS WHEREOF, the parties have hereto set their hands on the day and year first above written.

L. E. Schvaneveldt
L. E. Schvaneveldt

L. Bunt Hoggan
Witness

Mrs Naomi T. Schvaneveldt
Naomi T. Schvaneveldt

SELLERS

E. Ray Ballis
E. Ray Ballis

L. Bunt Hoggan
Witness

Judice S. Ballis
Judice S. Ballis

BUYERS

The undersigned, LEWISTON STATE BANK, LEWISTON, UTAH, hereby acknowledges receipt of the following described papers:

Original of this Agreement
Warranty Deed
Bill of Sale
Insurance Policies

Said Bank agrees to hold said papers as Escrow Holder, but in doing so assumes no liability except only for the reasonable diligence of said Bank in the retention and care of the papers above described.

It is further agreed that in case said Bank shall see fit to notify any debtor that his payments are due or past due on his contract, that said acts are only done for the convenience of the debtor and creditor, and that said Bank has no obligation to give said notice nor shall the giving of said notice by said Bank create or evidence any liability on the part of said Bank whatsoever.

In the event Buyers default under the terms of this Agreement and such default shall continue for the period herein provided, then, in that event, Sellers may demand from the Escrow Holder and the Escrow Holder shall forthwith deliver to Sellers the documents deposited herewith.