

**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.

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Department of Water Resources
Southern Region

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DEPARTMENT OF
WATER RESOURCES

1. 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 (under the "split" heading), 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
<u>36-2566</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) **Berniece Ball and Ferrel D. Ball**
878 W 500 N, Paul, Idaho 83347
4. New Owner/Claimant(s) **Danny, Terry, Randy and Gary Ball**
Name Connector (Check one): ☐ and, ☐ or, ☒ and/or
- New Mailing Address **398 N 700 W**
- City, State and ZIP Code **Paul, Idaho 83347**
- New Telephone Number **(208) 438-4771**
5. Date you acquired the property **March 1, 1992**

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)

Dan Ball Gary Ball
Randy Ball Terry Ball

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 OnlyReceived by *[Signature]*Date *4/16/05*Fee *25.00*Received by *[Signature]*Date *4/16/05*Receipt No. *5027544*Processed by *[Signature]* A.J.

Date _____

WR _____ Date _____

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Department of Water Resources
Southern Region

CONTRACT OF SALE

THIS AGREEMENT made this 1st day of March, 1992, by and between FERREL DEAN BALL and AGNES BERNIECE BALL, husband and wife, of Route #2, Box 2476, Paul, Idaho 83347, hereinafter collectively referred to as the "SELLER" and DANNY BALL, RANDY BALL, TERRY BALL and GARY BALL, of Route #1, Paul, Idaho 83347, hereinafter collectively referred to as the "PURCHASER",

W I T N E S S E T H:

That in consideration of the stipulations herein contained and the payments to be made as hereinafter specified, the Seller hereby agrees to sell to the Purchaser and the Purchaser hereby agrees to purchase from the Seller, the following described real property, situated in the County of Minidoka, State of Idaho, to-wit:

Township 8 South, Range 22 East, Boise Meridian

Section 26: E $\frac{1}{2}$ and E $\frac{1}{2}$ W $\frac{1}{2}$, SAVE AND EXCEPT the following described parcel:
Beginning at the Southeast corner of said Section 26; thence North 89°26' West along the South section line of said Section 26 for 1110.40 feet to a point, which point shall be known as the True Point of Beginning; thence North 23°54'30" West for 960.24 feet; thence South 86°53'30" West for 235.63 feet; thence South 19°41'30" West for 339.23 feet; thence South 22°50'30" East for 582.61 feet to a point on the South section line for 512.90 feet to the True Point of Beginning

together with all appurtenances thereunto belonging, and together with the irrigation equipment more particularly described on Exhibit "A" attached hereto and incorporated herein by reference, for the total sum of Three Hundred Forty-Five Thousand Six Hundred Fifty-Six and 76/100 Dollars (\$345,656.76), hereinafter called the "Purchase Price"; Fifty-One Thousand Four Hundred Twenty-Three and 91/100 Dollars (\$51,423.91) of which has been paid, receipt whereof is hereby acknowledged, and the balance of Two Hundred Ninety-Four Thousand Two Hundred Thirty-Two and 85/100 (\$294,232.85) is to be paid in the following described installments, with the unpaid principal to bear interest at the rate of ten per cent (10%) per annum from the date of this agreement.

1
2 INSTALLMENTS:

3 The Purchaser shall make equal annual payments in the
4 sum of Forty-Seven Thousand Eight Hundred Eighty-Five and 04/100
5 Dollars (\$47,885.04) per year, the first annual installment due
6 on the 1st day of March, 1993, and a like payment of \$47,885.04
7 on the first day of March of each and every year thereafter until
8 the principal sum, plus interest, is fully paid.

9 TRUTH IN LENDING DISCLOSURE:

10 That in compliance with the Truth in Lending Laws of
11 the United States of America and the State of Idaho, the
12 Purchaser is advised that the total amount financed hereunder
13 pursuant to this Contract of Sale is the sum of Two Hundred
14 Ninety-Four Thousand Two Hundred Thirty-Two and 85/100 Dollars
15 (\$294,232.85). That said sum bears interest at ten per cent
16 (10%) per annum from the date of this agreement until paid and
17 the total interest to be paid hereunder is the sum of One Hundred
18 Eighty-Four Thousand Six Hundred Seventeen and 55/100 Dollars
19 (\$184,617.55). That the ANNUAL PERCENTAGE RATE is: Ten percent
20 (10%) per annum.

21 CONVEYANCE:

22 It is further understood and agreed that if the
23 Purchaser shall first make the payments and perform the covenants
24 mentioned in this agreement on the Purchaser's part to be made
25 and performed, the Seller hereby covenants and agrees to convey
26 and assure to the Purchaser the above-described real estate, in
27 fee simple, clear of all encumbrances whatever, except as
28 hereinafter provided, by good and sufficient Warranty Deed,
together with a Bill of Sale for the above described personal
property, said Warranty Deed and Bill of Sale to be placed in
escrow as hereinafter provided.

1. It is further expressly understood and agreed
between the parties hereto that the conveyance to be made by the
Seller to the Purchaser shall be expressly subject to the
following:

(a) All taxes, special assessments, and special taxes
levied after the year 1991 A.D., it being understood that the
Seller shall pay all taxes levied for the year 1991, and all
taxes for prior years thereto, and all taxes and assessments
levied subsequent to the year 1991 shall be assumed by the
Purchaser, which amount and amounts the said Purchaser promises
and agrees to pay when due and payable.

(b) The rights of all persons claiming by, through and
under the Purchaser.

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2 (c) The rights, if any, of the public in a portion of
3 the premises aforesaid which may fall within any public street,
way, or highway adjacent or contiguous to said premises.

4 2. The Purchaser shall not and will not suffer or
5 permit any mechanic's lien or other lien to attach to or be
6 against or upon the property aforesaid, which shall or may be
superior to the rights of the Seller.

7 3. That each and every contract for repairs and
8 improvements on the premises aforesaid, or any part thereof,
9 shall contain an express, full and complete waiver and release of
10 any and all lien or claim or right of lien against the property
11 herein agreed to be conveyed, and no contract or agreement, oral
12 or written, shall or will be executed by the Purchaser for the
repairs or improvements upon the property aforesaid, except the
same contains such express waiver or release of lien upon the
part of the party contracting, and a copy of each and every such
contract and of the plans and specifications for such repairs and
improvements shall and will be promptly delivered to and may be
retained by the Seller.

13 4. The Purchaser shall not commit, or suffer any other
14 person to commit, any waste or damages to the premises or the
15 appurtenances thereto and shall keep the premises and all
improvements thereon in as good condition as they are now.

16 5. The Purchaser shall be entitled to the possession
17 of said premises on the date of this Contract of Sale and may
18 retain said possession so long as the Purchaser is not in default
in the performance of the obligations under the terms of this
agreement.

19 6. Time is of the essence of this agreement, and in
20 the case of the failure of the Purchaser to make the payments
21 herein provided or to perform any of the covenants on the
22 Purchaser's part hereby made and entered into, or to keep and
23 observe all of the conditions, covenants and restrictions herein
24 set forth, this agreement shall, at the option of the Seller be
25 forfeited and terminated, and the Purchaser shall forfeit all
26 payments made on this agreement and such payments shall be
27 retained by the Seller in full satisfaction and liquidation of
28 all damages sustained except as herein otherwise provided, OR, at
the Seller's option, the Seller may declare all installments of
purchase price, which installments include interest, due
hereunder to be immediately due and payable and Seller may seek
specific performance of the provisions of this Contract; provided
however, before such forfeiture shall be effective the Seller
must give the Purchaser written notice of default and if such
default is corrected within thirty (30) days from the date the

1
2 purchaser is served with said notice of default, this agreement
3 shall be in full force and effect as if never breached, and if
4 default is not corrected within thirty (30) days, the Seller
5 shall be entitled to immediate possession of the premises
6 above-described. Service of the notice of default may be
7 accomplished by those means allowed by law for the service of
8 process or by sending said notice of default by registered mail
9 to the Purchaser at the Purchaser's address at the time of
10 sending said notice.

11 7. Either party shall and will pay to the prevailing
12 party, all costs and expenses, including attorney fees, incurred
13 by either party in any action or proceeding to which they may be
14 made a party by reason of being a party to this agreement, and
15 that the prevailing party shall be entitled to all costs and
16 expenses, including attorney fees incurred by the prevailing
17 party in enforcing any of the covenants and provisions of this
18 agreement and incurred in any action brought by the prevailing
19 party against the other party on account of the provisions
20 hereof, and all costs, expenses and attorney fees may be included
21 in and form a part of any judgment entered in the proceeding
22 brought by the prevailing party against the other party on or
23 under this agreement.

24 8. The Purchaser declares that they are buying the
25 property on their own examination and judgment and not through
26 the representation made by the Seller, or agents for the Seller,
27 as to its location, value, future value, income therefrom or as
28 to its production and that the Seller has made no representations
or warranty other than set forth herein.

9. This Contract of Sale shall not be recorded without
the express written approval of the Seller previously obtained.

10. It is agreed that the Purchaser may make prepay-
ments under this contract, without penalty, after the payment due
March 1, 1994 is paid, each prepayment to be applied first to
accrued interest and the balance to the unpaid balance of the
purchase price.

11. The Purchaser further agrees that failure by the
Seller at any time to require performance by the Purchaser of any
provisions hereof shall in no way affect the Seller's rights
hereunder to enforce the same, nor shall any waiver by the Seller
of any breach of any provision be held to be a waiver by said
Seller of any succeeding breach of any such provision or as a
waiver of the provision itself. The Seller may accept part of any
such payment without waiving the Seller's right to forfeiture set
forth above.

1
2 ESCROW INSTRUCTIONS AND CONTENTS

3 It is expressly understood and agreed by the parties
4 hereto that upon the execution of these presents the parties
5 hereto shall promptly deposit in escrow with Land Title & Escrow,
6 Inc., Rupert, Idaho, certain instruments and papers hereinafter
7 named to be held by the said as escrow holder, subject to the
8 terms and conditions of this agreement. The papers and instru-
9 ments to be placed with said escrow holder are as follows:

10 (a) an executed and acknowledged copy of this
11 contract;

12 (b) an executed copy of the Escrow Agreement
13 controlling this deposit;

14 (c) a good and sufficient Warranty Deed from the
15 Seller to the Purchaser conveying the premises to the Purchaser
16 in fee simple, absolute;

17 (d) a good and sufficient Bill of Sale from Seller to
18 Purchaser conveying or transferring title to the Purchaser for
19 the personal property purchased pursuant hereto.

20 The parties hereto further stipulate, covenant and
21 agree that the annual installment payments to be made by the
22 Purchaser to the Seller under the terms and provisions of this
23 agreement, as hereinbefore specified, and any payments made here-
24 under, are to be made to the escrow holder as agent for the
25 Seller, said payments to be disbursed by the escrow holder as the
26 Seller may direct. The escrow holder is hereby instructed, upon
27 the Purchaser's paying the entire contract balance, both
28 principal and interest, to deliver all of the said papers held in
escrow by it to the Purchaser; provided, however, that none of
these said papers or documents shall be delivered to the said
Purchaser until the entire sum due hereunder is paid in full and
all the terms and conditions of the contract completely executed.
The escrow holder is further instructed that in the event the
payments are not made by the Purchaser on the date due, as
hereinbefore specified, and in the event of cancellation or
termination of this contract as provided herein, and upon the
escrow holder receiving due and proper notice thereof, it shall
immediately return to the Seller all instruments held in escrow
by it.

 It is expressly understood and agreed by the parties
hereto that the initial escrow fee or charge so charged by the
said escrow holder shall be paid by the Purchaser. It is further
expressly understood and agreed by the parties hereto that the
annual escrow fees charged by said escrow holder shall also be
paid by the Purchaser.

12. The terms, conditions, and covenants of this agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, and assigns of the respective parties hereto, but no assignment or transfer by the Purchaser of the contract, or of the Purchaser's interest in the property described herein, shall be valid, unless the same be made with the written consent of the Seller.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals the day and year in this agreement first above written.

SELLERS

Ferrel Dean Ball
FERREL DEAN BALL

Agnes Berniece Ball
AGNES BERNIECE BALL

PURCHASERS

Danny Ball
DANNY BALL

Randy Ball
RANDY BALL

Terry Ball
TERRY BALL

Gary Ball
GARY BALL

1
2 STATE OF IDAHO)
3 County of Minidoka) ss.

4 On this 1st day of March, 1992, before me the
5 undersigned a Notary Public in and for said State, personally
6 appeared FERREL DEAN BALL and AGNES BERNIECE BALL, husband and
7 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.

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

10
11 (SEAL)

Notary Public for Idaho
Residing at Rupert
My Commission Expires 6/1/93

12 STATE OF IDAHO)
13 County of Minidoka) ss.

14 On this 1st day of March, 1992, before me the
15 undersigned a Notary Public in and for said State, personally
16 appeared DANNY BALL, RANDY BALL, TERRY BALL and GARY BALL, known
17 to me to be the persons whose names are subscribed to the within
instrument and acknowledged to me that they executed the same.

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

20
21 (SEAL)

Notary Public for Idaho
Residing at Rupert
My Commission Expires 6/1/93

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EXHIBIT A
TO CONTRACT OF SALE DATED MARCH 1, 1992
BETWEEN FERREL DEAN BALL AND AGNES BERNIECE BALL, SELLER AND
DANNY BALL, RANDY BALL, TERRY BALL AND GARY BALL, PURCHASER

621 Solid Set Pipes, 3" X 40'

139 Handline Pipes, 3" X 40'

12 Mainline Pipes, 4" X 50'

45 Mainline Pipes, 6" X 50'

60 Mainline Pipes, 10" X 50'

Sufficient valve openers to handle the quantity
of pipes

3 - 6" Surge Plugs

4 Wheelines

2 - 5 h.p. Cellar Fans

LING, NIELSEN & ROBINSON
ATTORNEYS AT LAW
RUPERT, IDAHO 83350