

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

**IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE BEAR RIVER BASIN WATER SYSTEM**

CIVIL CASE NUMBER: 79576

Claim ID: 13-7120

Date Received: 1/13/2025

Receipt No: 0001724

Claim Fee: \$77.00 By: CA

RECEIVED

JAN 13 2025

IDWR/Preston

NOTICE OF CLAIM TO A WATER RIGHT ACQUIRED UNDER STATE LAW

Please type or print clearly

1. Name of claimant(s) Sunset Hills Water Association, INC Phone (208) 339-7382
 Mailing address 2774 E 800 S Preston ID Zip 83263
Street or Box City State
 Email address (optional) Colegato1992@gmail.com
2. Date of priority: (Only one per claim) 8/14/1975 (Explain priority date selected in Remarks)
Month/Day/Year (YYYY)
3. Source of water supply (Check one) Ground Water (☒) or Other () (a) _____
 which is tributary to (b) _____
4. a. Location of point of diversion is: Township 15 South, Range 40 East, Section 29,
SW 1/4 of SE 1/4, Govt. Lot _____, BM, County of Franklin County
SE
 Parcel no. _____
 Additional points of diversion, if any: _____
 If available, GPS Coordinates _____
- * If instream flow, beginning point of claimed instream flow is:
 Township _____, Range _____, Section _____, _____ 1/4 of _____ 1/4,
 Govt. Lot _____, BM, County of _____
 Ending point is: Township _____, Range _____, Section _____, _____ 1/4 of _____ 1/4,
 Govt. Lot _____, BM, County of _____
5. Description of existing diversion works (dams, reservoirs, ditches, wells, pumps, pipelines, headgates, etc.),
 including the dates of any changes or enlargements in use, the dimensions of the diversion works as
 constructed and as enlarged and the depth of each well.
Well is 150' deep Supplying 3 Homes & 4 stubs
claiming where the well has always been, same for
place of use.

round up

6. Water is claimed for the following purposes:

(dates are inclusive MM-DD) (cfs) (acre-feet)
 For Domestic purposes from JAN 1 to DEC 31 amount .22 or 10.8
 For _____ purposes from _____ to _____ amount _____ or _____
 For _____ purposes from _____ to _____ amount _____ or _____
 For _____ purposes from _____ to _____ amount _____ or _____

7. Total quantity claimed (a) _____ (cfs) and/or (b) _____ (acre-feet)

8. Non-irrigation uses; describe fully (e.g., Domestic: Give number of households served; Stockwater: Type and number of livestock, etc.) Domestic use in a subdivision with 7 lots
3 Current Homes and 4 stubins

9. Description of place of use:

a. If water is for irrigation, indicate acreage in each subdivision in the tabulation below.

b. If water is used for other purposes, place a symbol of use (example: D for Domestic) in the corresponding place of use below. See instructions for standard symbols.

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	40E	29												D				D	

Parcel no(s). _____ Total number of acres irrigated _____

10. In which county(ies) are lands listed above as place of use located? Franklin

11. Do you own the property listed above as place of use? Yes () No (X)
 If your answer is No, describe in Remarks below the authority you have to claim this water right.

12. Describe any other water rights used at the same place and for the same purposes as described above.
Association filing for users or None ()

13. Remarks (Include an explanation of the priority date selected):

The water right was for 9 Homes originally.
after a legal case. it was agreed that maximum of
7 homes would be supplied with water.
at this time only 3 Homes exist and water being
used. but there are 4 stubins available

Name of claimant(s) SunSet Hills Water Association, Inc Claim ID _____

Scale: 2 inches equals 1 mile

[illegible]

Name of claimant(s)

14. Basis of claim (Check one) Beneficial Use () Posted Notice () License (X) Permit () Decree ()

Court _____ Decree Date _____ Plaintiff v. Defendant _____

If applicable provide IDWR Water Right Number 13-7120

15. **Signature(s)**

- (a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notices in the Bear River Basin Water System Adjudication."
(b.) I/We do () do not () wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: _____

For Individuals: I/We do solemnly swear or affirm under penalty of perjury that the statements contained in the foregoing document are true and correct.

Signature of Claimant (s) _____ Date: _____

_____ Date: _____

For Organizations: I do solemnly swear or affirm under penalty of perjury that I am, and that I have signed the foregoing document in the space below as the

Secretary of Sunset Hills Water Association
Agent's title (Please print) Name of organization (Please print)

and that the statements contained in the foregoing document are true and correct.

Signature of Authorized Agent Beverly H Cole Date 1-13-25

Printed Name of Authorized Agent Beverly H Cole

16. **Notice of Appearance:**

Notice is hereby given that I, (please print) _____, will be acting as attorney at law on behalf of the claimant signing above, and that all notices required by law to be mailed by the director to the claimant signing above should be mailed to me at the address listed below.

Signature _____ Date _____

Address _____

Name of claimant(s) Sunset Hills Water Association, Inc Claim ID _____

BRBA Claim 13-7120



Point of Diversion: ● Delivery System: —
Place of Use: —

0 75 150 300 Feet



183031

11:57 a.m. FEB 04 1991

PURCHASE AGREEMENT

LARAE E. JOHNSON, RECORDER

By [Signature] Deputy
FRANKLIN COUNTY, IDAHO

THIS AGREEMENT, Made and entered this 29th day of December, 1990, by and between KARL G. BALLIF and MARION A. BALLIF, husband and wife; JAMES D. BALLIF and SANDRA M. BALLIF, husband and wife; and KARL C. BALLIF, hereinafter called "SELLERS", and JAY DEE COLE and BEVERLY COLE, husband and wife; CRAIG GOLIGHTLY and VICKI GOLIGHTLY, husband and wife; BART W. TURNER and SHARLENE C. TURNER, husband and wife; and LARRY CORDINGLY and MARY CORDINGLY, husband and wife, hereinafter called "BUYERS", as follows:

WITNESSETH:

WHEREAS, SELLERS are the owners of certain capital stock of Sunset Hills Water Association, Inc., which stock represents certain ownership rights to a culinary water system, pump and water rights located in the SE1/4SW1/4 of Section 29, Township 15 South, Range 40 East of the Boise Meridian, Franklin County, Idaho; and,

WHEREAS, SELLERS desire to transfer to BUYERS all of their capital stock in said Corporation together with any right, title or interest they may have to the culinary water system while retaining a right to hookup to said water system should other lots owned by SELLERS be developed in the same general area; and,

WHEREAS, BUYERS have obtained a Judgment against Sunset Hills Water Association, Inc. and JAMES D. BALLIF in Franklin County Case No. 3117 dated January 10, 1990, for repairs and improvements to said water system; and

WHEREAS, BUYERS are willing to waive, discharge and satisfy said Judgment in exchange for the purchase of the culinary water system and capital stock of Sunset Hills Water Association, Inc.;

NOW, THEREFORE, in exchange for the mutual covenants and promises contained herein, the parties agree as follows:

1. SELLERS surrender all capital stock which they may own in Sunset Hills Water Association, Inc. evidenced by Certificate Nos. 1, 2, 3, 4, and 5 issued to SELLERS which certificates should be transferred on the records of said Corporation back to the said Corporation as redeemed certificates.

2. SELLERS transfer to Sunset Hills Water Association, Inc. all of the right, title and interest they have in the well, pump, water lines, and to the water rights evidenced by Water Right License No. 13-07120 filed with the Idaho Department of Water Resources, a copy of said license is attached hereto and incorporated herein by reference as Exhibit "A".

3. BUYERS agree to waive, discharge, and enter a Satisfaction of Judgment on the case titled CRAIG GOLIGHTLY, LARRY CORDINGLY AND JAY DEE COLE vs. SUNSET HILLS WATER CORPORATION, dba James D. Ballif, as Case No. SC-3117 in the Magistrate Division of the Sixth Judicial Court in and for the County of Franklin, Idaho, and to enter a Satisfaction of said Judgment in full.

4. BUYERS grant to SELLERS the right to hookup to the culinary water system described herein and to transfer a new user(s) one share each of capital stock in Sunset Hills Water Association, Inc. should SELLERS develop and sell any additional lots located in the same general area as part of SELLERS' original plan to develop said property. SELLERS may exercise this right to additional hook ups and issuance of stock only upon condition that sufficient water exists from the well source to justify additional hookups. If the parties cannot agree as to the adequacy of the water from the well source for additional hookups, the parties shall choose a licensed engineer familiar with culinary water systems and he shall perform a well test to determine the amount of water flowing from the well and its capacity. He then shall make a determination as to the adequacy of the water supply pursuant to customary usage and the average standard of consumption to a household for domestic use only and his opinion shall be binding upon the parties. The costs and fees of such engineer shall be equally divided between the parties. A hookup charge may be assessed in an amount not greater than \$500.00 for each additional hookup to the water system.

5. SELLERS grant to BUYERS an easement across the property of SELLERS for the existing buried culinary water pipeline and pump located in the Southwest Quarter of Section 29, Township 15 South, Range 40 East of the Boise Meridian. BUYERS may use such an easement for ingress and egress across the property of SELLERS in order to maintain and repair or replace said water pipeline, pump, and motor and for the proposed construction of a shelter over said pump and motor but shall restore said premises to its original condition after such repairs and maintenance are made.

6. Should any of the parties hereto be in violation of the terms of this agreement and any party be required to engage an attorney for the purpose of enforcing the terms hereof, the prevailing party shall be entitled to a reasonable attorneys fee and costs incurred, with or without suit, to carry out the terms of this agreement.

7. This agreement shall be binding upon the heirs, executors, successors and assigns of the parties.

IN WITNESS WHEREOF, the parties have executed this Contract the day and year first above written.

SELLER

BUYER

Karl G. Ballif
KARL G. BALLIF

Jay Dee Cole
JAY DEE COLE

Marion A. Ballif
MARION A. BALLIF

Beverly Cole
BEVERLY COLE

James D. Ballif
JAMES D. BALLIF

Craig Golightly
CRAIG GOLIGHTLY

Sandra M. Ballif
SANDRA M. BALLIF

Vicki Golightly
VICKI GOLIGHTLY

Karl C. Ballif
KARL C. BALLIF

Larry J. Dordingley
LARRY J. DORDINGLEY

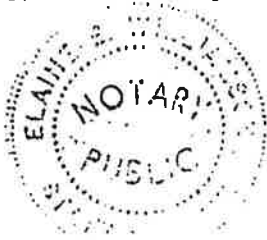
MARY CORDINGLY

Bart W. Turner
BART W. TURNER

Sharlene C. Turner
SHARLENE C. TURNER

STATE OF Idaho
County of Franklin

On this 24th day of August, 1990, before me, the undersigned, a Notary Public in and for said State, personally appeared KARL G. BALLIF and MARION A. BALLIF, husband and wife, known or identified to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.



Elaine B. Williamson
NOTARY PUBLIC for State of Idaho
Residing at: Weston, ID
Comm. Expires: 4/21/94

STATE OF Virginia
County of Fairfax

On this 18th day of August, 1990, before me, the undersigned, a Notary Public in and for said State, personally appeared JAMES D. BALLIF and SANDRA M. BALLIF, husband and wife, known or identified to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

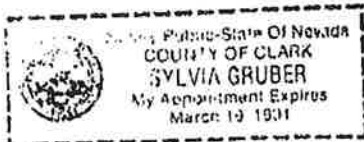
Carmen Wuth
NOTARY PUBLIC for State of Virginia
Residing at: 6685 Old Blacksmith Dr
Comm. Expires: June 4, 1993

183031

STATE OF *Idaho* }

County of *Franklin* }

On this 31st day of August, 1990, before me, the undersigned, a Notary Public in and for said State, personally appeared KARL C. BALLIF, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.



NOTARY PUBLIC for State of
Residing at:
Comm. Expires:

STATE OF IDAHO }

County of *Franklin* }

On this 31st day of August, 1990, before me, the undersigned, a Notary Public in and for said State, personally appeared JAY DEE COLE and BEVERLY COLE, husband and wife, known or identified to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.



Elaine B. Williamson
NOTARY PUBLIC for State of Idaho
Residing at: *Weston, ID*
Comm. Expires: *4/21/94*

On this 14th day of Sept., 1990, before me, the undersigned, a Notary Public in and for said State, personally appeared CRAIG GOLIGHTLY and VICKI GOLIGHTLY, husband and wife, known or identified to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.



Elaine B. Williamson
NOTARY PUBLIC for State of Idaho
Residing at: *Weston ID*
Comm. Expires: *4/21/94*