

RECEIVED

APR 16 2013

DEPARTMENT OF
WATER RESOURCESSTATE OF IDAHO
WATER RESOURCE BOARDWSB No. _____
Receipt No. 1096957
Date/by 4-16-13 JP
(For Department Use Only)APPLICATION TO SELL OR LEASE A WATER RIGHT
TO THE WATER SUPPLY BANKName of Seller/Lessor James and Maria A. Slegers Revocable Living Trust Phone 208-922-5864
Mailing address 4601 West Kuna Cave Road, Kuna, ID 83634 Email kunacow@clearwire.net

A. DESCRIPTION OF WATER RIGHT, OR PORTION THEREOF, OFFERED TO THE BANK

If the entire right is for sale or lease, check here ☐, list the water right number, and skip to Part B.

1. Water Right Number	Amount (cfs/ac-ft)	Nature of Use	Period of Use
<u>63-7427E</u>	<u>0.45/107.0</u>	<u>Irrigation</u>	<u>3/15</u> to <u>11/15</u>
			to
			to

Total Amount: 0.45/107.02. Source of water Ground Water tributary to _____

3. Point(s) of Diversion:

Twp	Rge	Sec	Lot	¼	¼	¼	County
1N	1W	15			SW	NW	Ada
		16			SE	NE	Ada
		16			NW	SE	Ada

4. Lands irrigated or place of use: *See Part D for additional information regarding place of use.

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
1N	1W	16												22.3					22.3

If the right is for irrigation, show total number of acres offered to the bank. Total Acres 22.3

B. OWNERSHIP

1. Are you currently listed in IDWR's records as the owner of the water right being offered to the bank? Yes ☐ No ☒
If no, provide documentation of your authority to sign on behalf of the right holder OR attach a Notice of Change in Water Right Ownership form along with the required documentation and fee.
2. Is the diversion works or system owned or managed by an irrigation district or water delivery company? Yes ☐ No ☒
If yes, provide written consent from the company, corporation or irrigation district to the proposed sale or lease and list name of entity:

C. GENERAL INFORMATION

1. Please provide a description of the current diversion system.

Well, pump, sprinklers. Wells in SWNW, Section 15 and SENE, S16 not used.

2. Describe any other water rights used for the same purpose or at the same place of use as described above.

None

3. Will the present place of use continue to receive water from any source?

Yes ☐ No ☒

If yes, describe. _____

4. Has any portion of this water right undergone a period of five or more consecutive years of non-use?

Yes ☐ No ☒If yes, describe and attach watermaster records or other evidence to demonstrate that the right has not been lost through abandonment or forfeiture pursuant to Section 42-222(2), Idaho Code. Water right was partially decreed 4/3/2009.

5. Is this water right involved in any other Department process such as an application for transfer or a mitigation plan? Yes
- ☒
- No
- ☐

If yes, describe. See accompanying transfer application proposing an integrated irrigation system. Applicant wishes to protect 22.3 acres currently not irrigated. Upon transfer approval, 4.0 acres will be released to cover extra acres currently irrigated in the SWSW, S16 without water right coverage.**D. REQUIRED ITEMS**

This form must be signed and submitted with the following REQUIRED items:

1. Plat map, survey map or aerial photograph clearly showing the specific acres proposed to be idled by this lease application.
2. Filing fee of \$250.00. If you are submitting more than one lease application and the rights have a common place of use or common diversion rate or common diversion volume, the combined maximum fee is \$500.00.
3. A completed Internal Revenue Service (IRS) Form W-9 (attached). If your water right is rented, we will be unable to issue payment to you without a current W-9 form.

E. SALE/LEASE AGREEMENT

1. Is the water right, or portion thereof, described above offered to the Idaho Water Resource Board (IWRB) for sale
- ☐
- or lease
- ☒
- .

If lease, for a period from submittal date to 5 years (not to exceed 5 years).
(Month / Day / Year) (Month / Day / Year)

2. Show the minimum payment acceptable to the Seller/Lessor. The minimum payment may be shown as the "current rental rate" as established by the IWRB. Include the method of determining the minimum payment if other than the current rental rate.

current rate**I hereby assert that the information contained in this application is true to the best of my knowledge, and that I have the authorities necessary to offer this right for sale or lease to the Idaho Water Resource Board.**

The owner/lessor acknowledges the following:

1. Payment to the owner/lessor is contingent upon the sale or rental of the right from the bank.
2. While a right is in the bank, the owner/lessor of the right may not use the right even if the right is not rented from the bank.
3. A right accepted into the bank stays in the bank until the Board releases it or the lease term expires.
4. While a right is in the bank, forfeiture provisions are stayed.
5. Acceptance of a right into the bank does not, in itself, confirm the validity of the right or any elements of the water right.

Jana Slegers
Signature of ApplicantJames Slegers - Trustee
Printed Name and Title*4/12/13
DateMaria A. Slegers
Signature of ApplicantMaria A. Slegers, Trustee
Printed Name and Title*4-12-13
Date

*Please provide title of signatory if signing on behalf of a company or organization or with power of attorney

T1NR1W

17

16

SESW

Legend

-  63-7427E pou
-  63-7427E Acres to Bank

63-7427E
Water Bank Acres



0 250 500
Feet



OWNERSHIP DOCUMENTATION

BOISE IDAHO 03/10/12 10:21 AM
DEPUTY Lisa Ball
RECORDED - REQUEST OF
Scott Tschirgi



When recorded, please return to:

Scott A. Tschirgi, Chartered
201 West Main Street
Boise, Idaho 83702
208-287-8200

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

GENERAL WARRANTY DEED

FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged, James Slegers and Maria Adriana Slegers, husband and wife, whose mailing address is 7260 Wildhorse Way, Nampa, Idaho 83686, (hereinafter referred to as the "**Grantor**") hereby grant, bargain, sell, and convey unto the James Slegers and Maria (MaryAnn) A. Slegers, Trustees of The James and Maria A. Slegers Revocable Living Trust, u/v/a February 10, 2012, whose current mailing address is 7260 Wildhorse Way, Nampa, Idaho 83686 (hereinafter referred to as the "**Grantee**"), all of the Grantors' right, title, and interest in the following described real property, located in Ada County, Idaho, to wit (hereinafter referred to as the "**Premises**"):

GOVERNMENT LOT 4 IN SECTION 16, TOWNSHIP 1 NORTH, RANGE 1 WEST, BOISE MERIDIAN, ADA COUNTY, IDAHO.

TOGETHER WITH all of Grantor's right, title and interest in and to all water and water rights, ditch or irrigation company shares, streets, alleys and rights of way adjacent thereto, all mineral rights appurtenant thereto, and 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 Premises, as well in law as in equity.

TO HAVE AND TO HOLD the Premises with its appurtenances unto Grantee, its successors, heirs and assigns, forever.

SUBJECT TO general taxes and assessments, including utility assessments for the current year, which are not yet due and payable, and will be prorated between Grantor and Grantee as of the date of execution of this deed and those liens or encumbrances of record.

AND Grantor does hereby covenant to and with Grantee, and its successors and assigns forever, that Grantor is owner in fee simple of the Premises; that Grantor has a good right to convey the fee simple; that the Premises is free from any and all liens, claims, encumbrances or

other defects of title except those of record; that Grantor shall and will warrant and defend the quiet and peaceful possession of said Premises by Grantee, and its successors and assigns forever, against all other claims whatsoever except as excluded or excepted herein; and that Grantor and its heirs and assigns will, on demand of the Grantee or its heirs or assigns, execute any instrument necessary for the further assurance of the title to the Premises that may be reasonably required.

DATED effective as of the 15th day of March, 2012.

GRANTOR:


James Slegers


Maria Adriana Slegers

ADA COUNTY RECORDER Christopher D. Rich
BOISE IDAHO 03/19/12 10:21 AM
DEPUTY Lisa Batt
RECORDED - REQUEST OF
Scott Tschirgi

AMOUNT \$0.00

3

112024542

When recorded, please return to:

Scott A. Tschirgi, Chartered
209 West Main Street
Boise, Idaho 83702
208-287-8200

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Government Lots 3 and 5, Northeast Quarter of the Southwest Quarter of Section 16, Township 1 North, Range 1 West, Boise Meridian, Ada County, Idaho.

and the West 50 feet of Government Lot 3 of Section 16, Township 1 North, Range 1 West, Boise Meridian, Ada County, Idaho.

TOGETHER WITH all of Grantor's right, title and interest in and to all water and water rights, ditch or irrigation company shares, streets, alleys and rights of way adjacent thereto, all mineral rights appurtenant thereto, and 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 Premises, as well in law as in equity.

TO HAVE AND TO HOLD the Premises with its appurtenances unto Grantee, its successors, heirs and assigns, forever.

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DATED effective as of the 15th day of March, 2012.

GRANTOR:

James Slegers 

Maria Adriana Slegers 