

Water Supply Bank No. _____

Water Right No. _____

RECEIVED

NOV 25 2008

Department of Water Resources

**STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES**

**APPLICATION TO SELL OR LEASE A WATER RIGHT
TO THE WATER SUPPLY BANK**

Name of Seller/Lessor Nampa School District #131 Phone (208) 468-4600

Post office address 619 S. Canyon, Nampa, ID 83686

1. DESCRIPTION OF WATER RIGHT:

Right evidenced by:

a. Decree No. _____ Decreed to _____
(Name)
in case of _____ vs _____
dated _____ in _____ county of _____
(Name of court)

b. License No. 63-32625 issued by the Idaho Department of Water
Resources.

c. Permit No. _____ issued by the Idaho Department of Water
Resources.

2. DESCRIPTION OF PORTION OF RIGHT FOR SALE OR LEASE: (If the entire right is for sale or lease,
show "all" on line a. below and skip the remainder of part 2.)

a. Amount of water under right: 0.14 cubic feet per second &/or
26.4 acre-feet per annum

b. Point of diversion: SE 3 of NW 3 of Section 9 Township 2N Range
2W, B.M. in Canyon County.

Additional points _____

c. Place of use:

TWP	RGE	SEC	N E				N W				S W				S E				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
2N	2W	9								5.9									5.9

If the right is for irrigation, show the number of acres for the part of the right to be put into the bank.

Total number of acres 5.9

3. ADDITIONAL INFORMATION ABOUT RIGHT, OR PORTION THEREOF, FOR SALE OR LEASE

- a. Explain how the seller/lessor acquired the right, or portion thereof, and attach a copy of the deed to the land to which it is appurtenant or other evidence of ownership of the right. If the right is not recorded in the name of the seller/lessor, attach a copy of a change of ownership form as required by Section 42-248 or 42-1409(6), Idaho Code, together with required documentation.

Nampa School District #131 purchased the property from the estate of Kenneth A. Tomer in July of 2006.

A copy of the deed is attached.

- b. Describe the frequency of water use under the right, or portion thereof, during the past five (5) years of use. Attach watermaster records, pumping power bills, or other evidence to demonstrate that the right has not been lost through abandonment or forfeiture. (This information is not required if a partial decree has been issued on the right within the last 5 years).

A partial decree to water right 63-32625 was issued by the SRBA court on March 20, 2008.

- c. If the right is from a surface water source, describe the period of the year that water is typically available to satisfy the right.

- d. Describe any other water rights with the same purpose and place of use as the right, or portion thereof, offered for lease. Will the present place of use continue to receive water from any source? If so, describe.

The remainder of the water right (0.23 cfs, 41.1ac-ft/yr) will continue to be used on the remaining 9.1 acres included in the right.

- e. If the water right is a permit, describe the work accomplished toward developing the right.

- f. If the right to the use of the water or the use of the diversion works or irrigation system is represented by shares of stock in a company or corporation, or if such works or system is owned or managed by an irrigation district, a written consent of the sale or lease must be attached.

4. REMARKS:

5. SALE/LEASE AGREEMENT

1. The water right, or portion thereof, described above is offered to the Idaho Water Resource Board:

_____ For sale;

x _____ For lease for a period from 11/5/08 to indefinite
(Day, month, year) (Day, month, year)

(The lease period may be shown as "indefinite", if the total duration of lease is unknown); or

_____ As a gift to the state of Idaho.

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

Current rental 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 of the right may not use the right even if the right is not rented.
3. A right accepted into the bank stays in the bank until the Board releases it or until the lease term expires.
4. While a water 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.

11/15/08
Date

Harmon Herrera for NSD 131
Signature

FOR DEPARTMENT USE ONLY

Received by _____ Date _____ Preliminary check by _____

Watermaster recommendation requested on _____ Received _____

Recommended for _____ approval _____ denial by _____

T2N, R2W
Sec 9

REQUEST

TYPE Deed

12-00

CANYON COUNTY RECORDER
B. M. McQuinn

2006 JUN 11 PM 4 26

RECORDED

200655270

PERSONAL REPRESENTATIVE'S DEED

THIS DEED, made by JIM K. TOMER and BETTY A. MELLO, as co-personal representatives of the estate of KENNETH A. TOMER, deceased, Grantors, to NAMPA SCHOOL DISTRICT #131, Grantee, whose current address is 619 South Canyon, Nampa, Idaho.

WHEREAS, Grantors are the qualified co-personal representatives of said estate, filed as Case No. CV 2005 - 5403, in Canyon County, Idaho;

THEREFORE, for valuable consideration received, Grantors quitclaim, transfer, and convey to Grantee the following described real property in Canyon County, Idaho:

A tract of land situated in the East One Half of the Southeast One Quarter of the Northwest One Quarter of Section 9, Township 2 North, Range 2 West, Boise Meridian, Canyon County, Idaho, described as follows:

Commencing at the Northeast Corner of the East One Half of the Southeast One Quarter of the Northwest One Quarter of Section 9 and being the POINT OF BEGINNING.

Thence following the easterly line of the East One Half of the Southeast One Quarter of the Northwest One Quarter of Section 9, South 00°08'56" West a distance of 987.75 feet to a point, said point bears North 00°08'56" East a distance of 333.84 feet from the Center of Section 9;

Thence leaving said easterly line, North 89°58'13" West a distance of 635.76 feet to a point;

Thence North 16°47'03" West a distance of 81.02 feet to a point;

Thence North 09°17'25" West a distance of 15.88 feet to a point;

Thence North 17°26'34" West a distance of 2.16 feet to a point on the westerly line of the East One Half of the Southeast One Quarter of the Northwest One Quarter of Section 9;

Thence following the westerly line of said East One Half of the Southeast One Quarter of the Northwest One Quarter, North 00°08'45" East a distance of 892.16 feet to the Northwest Corner of the said East One Half of the Southeast One Quarter of the Northwest One Quarter;

Thence leaving said westerly line and following the northerly line of the said East One Half of the Southeast One Quarter of the Northwest One Quarter, South 89°59'50" East a distance of 662.64 feet to the POINT OF BEGINNING.

EXCEPTING THEREFROM any portion lying Southwesterly of the Hoffman Lateral.

The above-described tract of land contains 15.00 acres, more or less, subject to all existing easements and rights-of-way.

with all appurtenances.

Grantors expressly reserve to themselves, their heirs, executors, administrators, personal representatives and assigns, an easement 56 feet in width for ingress and egress on, over, across and along the westerly boundary of the above described property for the benefit of the following described property:

A tract of land situated in a portion of the East One Half of the Southeast One Quarter of the Northwest One Quarter and a portion of the North One Half of the Northeast One Quarter of the Northeast One Quarter of the Southwest One Quarter of Section 9, Township 2 North, Range 2 West, Boise Meridian, Canyon County, Idaho, described as follows:

Commencing at the Center of Section 9 which bears South 00°08'56" West a distance of 1,321.59 feet from the Northeast Corner of the East One Half of the Southeast One Quarter of the Northwest One Quarter of Section 9 and being the POINT OF BEGINNING.

Thence following the southerly line of the East One Half of the Southeast One Quarter of the Northwest One Quarter, North 89°56'36" West a distance of 126.96 feet to a point;

Thence leaving said southerly line, South 60°58'42" West a distance of 77.35 feet to a point;

Thence South 48°13'10" West a distance of 73.30 feet to a point;

Thence 165.19 feet following the arc of a circular curve to the right, said curve having a radius of 119.02 feet, a central angle of 79°31'12", a chord bearing of South 87°58'46" West and a chord distance of 152.24 feet to a point;

Thence North 52°15'38" West a distance of 50.62 feet to a point;

Thence North 45°18'33" West a distance of 86.91 feet to a point;

Thence North 42°26'13" West a distance of 53.90 feet to a point;

Thence North 32°11'11" West a distance of 26.70 feet to a point;

Thence North 23°42'08" West a distance of 26.59 feet to a point;

Thence North 17°45'04" West a distance of 41.34 feet to a point;

Thence North 11°44'17" West a distance of 52.52 feet to a point;

Thence North 16°47'03" West a distance of 163.10 feet to a point;

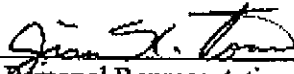
Thence South 89°58'13" East a distance of 635.76 feet to a point on the easterly line of the East One Half of the Southeast One Quarter of the Northwest One Quarter of Section 9;

Thence following the easterly line of the said East One Half of the Southeast One Quarter of the Northwest One Quarter South 00°08'56" West a distance of 333.84 feet to the POINT OF BEGINNING.

The above-described tract of land contains 4.84 acres, more or less, subject to all existing easements and rights-of-way.

This legal description was written based on record information only and not an actual on the ground survey. The school district will have the property surveyed and a correction deed may be required at a later time.

EXECUTED this 6 day of July, 2006.



Co-Personal Representative of the estate of
KENNETH A. TOMER, deceased.

EXECUTED this 2nd day of July, 2006

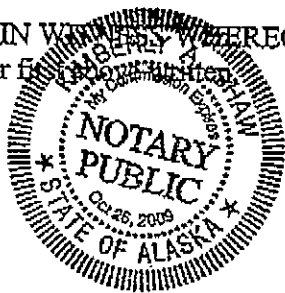


Co-Personal Representative of the estate of
KENNETH A. TOMER, deceased.

STATE OF ALASKA)
 County of ENGLERIVER) : ss

On this 10 day of July, 2006, before me, the undersigned, a notary public in and for said state, personally appeared, JIM K. TOMER, known or identified to me to be the person whose name is subscribed to the within instrument, as Personal Representative of the Estate of KENNETH A. TOMER, deceased, and acknowledged to me that he executed the same as such Personal Representative.

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



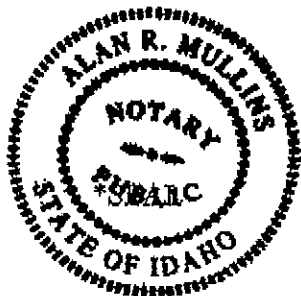
[Signature]

Notary Public for ENGLERIVER FNR
 Residing at ENGLERIVER
 My commission expires: 10-26-09

*SEAL
 STATE OF Idaho)
 County of Canyon) : ss

On this 2nd day of July, 2006, before me, the undersigned, a notary public in and for said state, personally appeared, BETTY A MELLO, known or identified to me to be the person whose name is subscribed to the within instrument, as Personal Representative of the Estate of KENNETH A. TOMER, deceased, and acknowledged to me that she executed the same as such Personal Representative.

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



[Signature]

Notary Public for Idaho
 Residing at Nampa
 My commission expires: 6/19/12