STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK LEASE CONTRACT No. 814

This Lease Contract ("**Lease**") is between the Idaho Water Resource Board ("**Board**"), and

RECEIVED
AUG 10 2018
DEPT OF WATER RESOURCES
SOUTHERN REGION

LESSOR: THOMAS M O GARA FAMILY TRUST
C/O BRIAN BARSOTTI
PO BOX 370
KETCHUM, ID 83340

RECITALS

1. The Board is authorized under chapter 17, title 42, Idaho Code to operate a water supply bank and to contract with lessors to act as an intermediary in facilitating the rental of water.

2. The Lessor has filed a completed application to lease water rights described below into the Water Supply Bank on forms supplied by the Idaho Department of Water Resources and received by the Department on May 23, 2018.

3. The Director of the Idaho Department of Water Resources has reviewed the application for compliance with the Water Supply Bank rules and has approved the Lease subject to conditions listed below.

NOW, THEREFORE, in consideration of the mutual covenants and contracts herein contained, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **WATER RIGHTS**: The Lessor shall lease and the Board shall accept into the Bank the Applicant's water rights described as follows:

Summary of Water Rights or Portions Leased to the Bank

Water Right No.	Priority Date	Source	Diversion Rate (CFS)	Diversion Volume (AF)	Acres (AC)
37-2581	8/16/1955	GROUND WATER	0.13	52.70	32.0
37-2599	9/30/1957	GROUND WATER	0.07	26.30	32.0
37-2604	7/29/1958	GROUND WATER	0.11	43.90	32.0
37-2616	6/3/1959	GROUND WATER	0.13	52.30	32.0
37-7758	2/6/1979	GROUND WATER	0.16	23.40	7.8
Combined Lease Totals			**0.60**	**112.00**	**32.0**

COMPENSATION: The Lessor shall accept and the Board shall pay compensation determined by the amount of water rented under the following rental rate during such times as the water is rented from the Bank over the term of this Lease.

Minimum Payment Acceptable: Current Rental Rate

2. **TERM OF LEASE**: The term of this lease shall be January 1, 2018 to December 31, 2022. This Lease shall bind the parties and take effect when both parties have signed it.

SUPPORT DATA
IN FILE # 37-2581

WATER SUPPLY BANK LEASE CONTRACT No. 814

3. **WATER SUPPLY BANK CONDITIONS OF ACCEPTANCE**: The Lessor shall abide by all terms and conditions contained in the Water Supply Bank Conditions of Acceptance, attached hereto as "Attachment A" and incorporated herein by this reference.

4. **CHANGE OF WATER RIGHT:** This lease specifies water right elements including but not limited to: diversion rates; diversion volumes; number of acres authorized to be irrigated; places of use; points of diversion; beneficial uses; and seasons of use. During the term of this lease, if a water right is administratively changed due to a water right split and renumbering, this lease may be reduced by an equal amount to reflect the water right elements as legally defined under the water right. If a lease contract cannot be reduced sufficient to reflect the legal definition of a water right as amended through a water right split and/or water right transfer, the Board may release the water right from the Water Supply Bank.

5. **ASSIGNMENT OF CONTRACT:** This lease is between the Board and the Lessor, who is the recognized owner or designated representative of the recognized owners of water rights described herein. Should ownership of any part of a water right herein described change during the term of this lease, either through a water right split, a water right transfer, sale of property to which the water right is appurtenant, or through any other recognized water right reassignment, the lease benefits and obligations to the conditions of acceptance for any such water rights will be assigned to the new owners.

6. **DUPLICATE ORIGINAL**: This Lease is executed in duplicate. Each of the documents with an original signature of each party shall be an original.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK LEASE CONTRACT No. 814

IN WITNESS WHEREOF, the parties have executed this Contract on the date following their respective signatures.

LESSOR: THOMAS M O GARA FAMILY TRUST
C/O BRIAN BARSOTTI
PO BOX 370
KETCHUM, ID 83340

By _____
Title attorney-at-law
Date 8/2/18

IDAHO WATER RESOURCE BOARD
322 East Front Street
P.O. Box 83720
Boise, ID 83720-0098

By _____ Date 8/16/2018
Brian Patton, Acting Administrator
Idaho Water Resource Board

Lease approved by IDWR _____ Date 8-16-2018

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK LEASE CONTRACT No. 814

ATTACHMENT A
WATER SUPPLY BANK CONDITIONS OF ACCEPTANCE

The water rights or portions thereof leased to the bank are described as follows:

Source and Location of Point(s) of Diversion for Water Right No(s): 37-2581

GROUND WATER	NESWSE	Sec. 17	Twp 01S	Rge 19E	BLAINE County
GROUND WATER	L4 NWSWNW	Sec. 4	Twp 01S	Rge 19E	BLAINE County
GROUND WATER	NWNWSW	Sec. 4	Twp 01S	Rge 19E	BLAINE County

Source and Location of Point(s) of Diversion for Water Right No(s): 37-2599

GROUND WATER	SESWSW	Sec. 16	Twp 01S	Rge 19E	BLAINE County

Source and Location of Point(s) of Diversion for Water Right No(s): 37-2604

GROUND WATER	NENWSE	Sec. 17	Twp 01S	Rge 19E	BLAINE County
GROUND WATER	L4 NWSWNW	Sec. 4	Twp 01S	Rge 19E	BLAINE County
GROUND WATER	NWNWSW	Sec. 4	Twp 01S	Rge 19E	BLAINE County

Source and Location of Point(s) of Diversion for Water Right No(s): 37-2616

GROUND WATER	SWSWNW	Sec. 16	Twp 01S	Rge 19E	BLAINE County
GROUND WATER	L4 NWSWNW	Sec. 4	Twp 01S	Rge 19E	BLAINE County
GROUND WATER	NWNWSW	Sec. 4	Twp 01S	Rge 19E	BLAINE County

Source and Location of Point(s) of Diversion for Water Right No(s): 37-7758

GROUND WATER	SWNESW	Sec. 16	Twp 01S	Rge 19E	BLAINE County
GROUND WATER	NESWSW	Sec. 16	Twp 01S	Rge 19E	BLAINE County
GROUND WATER	SESENW	Sec. 16	Twp 01S	Rge 19E	BLAINE County
GROUND WATER	NWSESE	Sec. 16	Twp 01S	Rge 19E	BLAINE County
GROUND WATER	L4 NWSWNW	Sec. 4	Twp 01S	Rge 19E	BLAINE County
GROUND WATER	NWNWSW	Sec. 4	Twp 01S	Rge 19E	BLAINE County

Water Right	Beneficial Use	Season of Use			Diversion Rate (CFS)	Volume (AF)
		From		To		
37-2581	IRRIGATION	04/15	to	10/31	0.132 cfs	52.70 AF
37-2599	IRRIGATION	04/15	to	10/31	0.066 cfs	26.40 AF
37-2604	IRRIGATION	04/15	to	10/31	0.110 cfs	43.90 AF
37-2616	IRRIGATION	04/15	to	10/31	0.131 cfs	52.30 AF
37-7758	IRRIGATION	04/01	to	11/01	0.154 cfs	23.40 AF
				Totals:	0.600 cfs	112.00 AF

PLACES OF USE TO BE IDLED UNDER THIS LEASE: IRRIGATION

Twp	Rng	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
01S	19E	21									32.0								32

Total Acres: 32

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK LEASE CONTRACT No. 814

ADDITIONAL CONDITIONS OF ACCEPTANCE

1. The water rights referenced above will be rented from the bank at the current rental rate.
2. There is no rental payment to the lessor of the water right if the right or a part thereof is not rented from the bank.
3. While a right is in the bank, the lessor may not use the right without approval of the Department even if the right is not rented from the bank. Any violation of the terms of this lease may result in enforcement procedures pursuant to Idaho Code § 42-351 for illegal diversion and use of water and may include civil penalties pursuant to Idaho Code § 42-1701B.
4. A right accepted into the bank stays in the bank until the Board releases it, or the lease term expires. A right may be released from the bank upon request, provided the Board approves the release. Unless approved by the Department, leased rights may not be immediately available for release.
5. While a water right is in the bank, forfeiture provisions are stayed pursuant to Idaho Code § 42-223(5).
6. Rental of water under this right is subject to the limitations and conditions of approval of the water right.
7. Failure of the right holder to comply with the conditions of acceptance is cause for the Director to rescind acceptance of the lease.
8. Acceptance of a right into the bank does not, in itself, confirm the validity of the right or any elements of the water right, or improve the status of the right including the notion of resumption of use. It does not preclude the opportunity for review of the validity of this water right in any other Department application process.
9. In accordance with Idaho Code § 42-248 and § 42-1409(6), all owners of water rights are required to notify the Department of any changes in mailing address or change in ownership of all or part of a water right. Notice must be provided within 120 days of the change.
10. If a water right leased into the Water Supply Bank is sold or conveyed during the lease term, and if the leased right was rented, the rental proceeds will be disbursed in the following manner regardless of any arrangements between the buyer(s) and seller(s) to the contrary:
    a. Rental payments will go to the lessor(s) of record at the beginning of the rental season, even if the Department processes a Notice of Change in Water Right Ownership during the rental season.
    b. New lessor(s) of record will receive payment for any subsequent rental seasons.
11. The water right(s) is leased to the bank subject to all prior water rights and shall be administered in accordance with Idaho law and applicable rules of the Department of Water Resources.
12. Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as may be determined by the Snake River Basin Adjudication court at a point in time no later than the entry of the final unified decree.
13. The right holder shall maintain a measuring device and lockable controlling works of a type approved by the Department in a manner that will provide the watermaster suitable control of the diversion.
14. Use of water under this right may be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No.37.
15. This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 3.5 afa per acre at the field headgate for irrigation of the place of use.

WATER SUPPLY BANK LEASE CONTRACT No. 814

16. The unleased portion of rights 37-2581, 37-2599, 37-2604, 37-2616, and 37-7758 when combined shall not exceed a total annual maximum diversion volume of 2414 af at the field headgate and the irrigation of 689.7 acres.

17. The unleased portion of rights 37-2581, 37-2599, 37-2604, 37-2616 and 37-7758 diverted from ground water are used as the sole source of water for irrigation of a specific 689.7 acres within the 3437.0 acre place of use authorized by these rights in a single irrigation season. Before changing the 689.7 acres to be irrigated within the 3437.0 acre place of use, the right holder shall submit a new land list and representative electronic shape file or map to the Department prior to the irrigation season in which the change will occur. Note that the 689.7 acres is a subset of the 2119.9 acre total seasonal acre limit for the rights included in transfer 80114.

18. The unleased portion of rights 37-2581, 37-2599, 37-2604, 37-2616 and 37-7758 and Rights 37-2502, 37-2568, 37-20635, 37-20637 and 37-20639 when combined shall not exceed a total diversion rate of 33.99 cfs, a total annual maximum diversion volume of 6597.5 af at the field headgate, and the irrigation of 1996.7 acres.

19. The unleased portion of rights 37-2581, 37-2599, 37-2604, 37-2616 and 37-7758 and groundwater rights 37-2502, 37-2568, 37-20635, 37-20637, 37-20639 along with surface water rights 37-115F, 37-501B, 37-501C, 37-577K, 37-590B, 37-597B, 37-20641, 37-20643, 37-20645, 37-20647, 37-20649, and 37-20651 when combined shall not exceed a total diversion rate of 53.28 cfs and the irrigation of 1996.7 acres.

20. The unleased portion of rights 37-2581, 37-2599, 37-2604, 37-2616 and 37-7758 and Rights 37-804, 37-2502, 37-2568, 37-20635, 37-20637, and 37-20639 when combined shall not exceed a total diversion rate of 35.81 cfs, a total annual maximum diversion volume of 6916.7 af at the field headgate, and the irrigation of 2087.9 acres.

21. The unleased portion of rights 37-2581, 37-2599, 37-2604, 37-2616 and 37-7758 and Rights 37-804, 37-2502, 37-2568, 37-11830, 37-20635, 37-20637 and 37-20639 along with surface water rights 37-115F, 37-501B, 37-501C, 37-577K, 37-590B, 37-597B, 37-20641, 37-20643, 37-20645, 37-20647, 37-20649, and 37-20651 when combined shall not exceed a total diversion rate of 55.10 cfs and the irrigation of 2087.9 acres.

22. The unleased portion of rights 37-2581, 37-2599, 37-2604, 37-2616 and 37-7758 and Rights 37-804, 37-2502, 37-2568, 37-11830, 37-20635, 37-20637, 37-20639 along with surface water rights 37-115F, 37-501B, 37-501C, 37-577K, 37-590B, 37-597B, 37-20641, 37-20643, 37-20645, 37-20647, 37-20649, and 37-20651 are limited to the irrigation of a specific 2087.9 acres within the 3437.0 acre place of use authorized by these rights in a single irrigation season. The specific 2087.9 acres to be irrigated by the right holder are shown in the electronic shape file associated with this right in the geographic information system component of the water rights database maintained by the department. Before changing the 2087.9 acres to be irrigated within the 3437.0 acre place of use, the right holder shall submit a new land list and representative electronic shape file or map to the Department prior to the irrigation season in which the change will occur.

23. Water diverted under right 37-7758 is exchanged by injecting water diverted under this right into Cain Creek at the point of injection described above, and diverting an equal amount from Chaney Creek at the points of rediversion described above.

Idaho Water Resource Board

Water Supply Bank Lease Contract No. 814

37-2581, 37-2599, 37-2604, 37-2616 and 37-7758
Effective until December 31, 2022

This map depicts the **place of use to be idled** pursuant to the lease contract and is attached to the contract solely for illustrative purposes.

Approved Lease Point of Diversion

Approved Lease Place of Use

Township/Range

Sections

N

0 0.5 1 1.5 Miles

Form 42-1761-1 10/15

STATE OF IDAHO
WATER RESOURCE BOARD

RECEIVED
MAY 23 2018
DEPARTMENT OF WATER RESOURCES

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

Designated Applicant Thomas M. O'Gara Family Trust
(Select one owner – see item 1A on the application)

Water Right No. 37-2604
(One water right per application)

Is this application being submitted with a rental application as a lease/rental package? **Yes** ☑ **No** ☐

This application must be prepared in accordance with the minimum requirement checklist below. Use this checklist to ensure all necessary documentation has been provided. This checklist is part of the lease application and must be included with the lease application. **Applications that do not meet the minimum requirements will not be processed and may be returned or denied.**

MIMUMUM REQUIREMENT CHECKLIST

All items must be checked as either *Attached* (Yes) or *Not Applicable* (N/A)

	Yes	
	☑	Completed *Application to Sell or Lease a Water Right to the Water Supply Bank.*
	☑	Application filing fee of $250.00 per water right. If you are submitting more than one lease application and the water rights have an overlapping, common place of use, or a common diversion rate or volume, the total fee for all water rights is $500.00. For places of use, multiple water rights must be used to irrigate the same lands in order to qualify for the joint filing fee. Individual filing fees are required for water rights that share a common permissible place of use but which cover separate acres within the permissible place of use.
	☑	Confirmation this form has been printed **single sided**, per requirement of the Water Supply Bank.

Attachment	N/A	Yes	
1A	☐	☑	Signatures and contact information for ***all owners*** of the water right to be leased or sold on this application.
1B	☑	☐	An Internal Revenue Service (IRS) Form W-9 for the Designated Applicant.
1C	☑	☐	*Notice of Change in Water Right Ownership* form (accessible from www.idwr.idaho.gov).
1D	☐	☑	Contact information for an authorized representative and documentary proof they are authorized to represent the Designated Applicant on this application. If the Designated Applicant is a business, partnership, municipality, organization or association, include documents identifying officers authorized to sign or act on behalf of the entity.
2	☐	☑	Description of a water right portion offered to the Water Supply Bank.
3	☑	☐	A map that clearly outlines the specific location where irrigated acres will be dried up, or where a beneficial use of water will be suspended. You have the option of printing a map using the map tool on IDWR's website at: www.idwr.idaho.gov.
4A	☑	☐	Written consent from irrigation district or water delivery company.
4G	☑	☐	Evidence demonstrating the water right has not been forfeited pursuant to Section 42-222(2), Idaho Code.

Department Use Only

Fee Amount $	Received By: AL	Date Received: 5/23/18	Receipt # 105147
W-9 received? Yes ☐ No ☒	(Route W-9 to Fiscal)	Name on W-9:	

1102 On File

STATE OF IDAHO
WATER RESOURCE BOARD

APPLICATION TO SELL OR LEASE A WATER RIGHT
(Continued)

1. CONTACT INFORMATION

A. This application must be completed by a Designated Applicant who is a current owner of the water right being sold or leased to the Water Supply Bank. If there are additional current owners, those individuals must authorize the Designated Applicant to represent them on this application by completing and signing Attachment 1A of this application package.

Designated Applicant Thomas M. O'Gara Family Trust

Mailing Address c/o Brian Barsotti, P.O. Box 370 (Street) Ketchum (City) Idaho (State) 83340 (Zip Code)

Email Address _____ Phone Number (208) 726-3030

☑ The Designated Applicant is the sole owner of the water right being sold or leased to the Water Supply Bank.

OR

☐ The Designated Applicant is representing additional water right holders who have completed Attachment 1A.

B. Has the Designated Applicant submitted an IRS Form W-9 to this Department within the last 2 years? Yes ☑ No ☐
If no, complete the form and attach to this application (Attachment 1B).

C. Are all applicants on this form listed in IDWR's records as the current owners of the water right? Yes ☑ No ☐
If no, attach a *Notice of Change in Water Right Ownership* form along with the required documentation and fee (Attachment 1C).

D. Is this application being completed by an authorized representative of the Designated Applicant? Yes ☑ No ☐
If yes, representatives (includes employees of Designated Applicant companies) must complete this section and submit documentary proof of their authority to represent the Designated Applicant (Attachment 1D).

Name of Representative Jonas Reagan Organization Barker Rosholt & Simpson LLP

Professional Title Attorney Email Address jreagan@idahowaters.com

Mailing Address 163 2nd Avenue West, Twin Falls, Idaho 83301-5672 Phone Number (208) 733-0700

☐ Send all correspondence for this application to the representative and not to the Designated Applicant.

OR

☑ Send original correspondence to the Designated Applicant and copies to the representative.

2. DESCRIPTION OF WATER RIGHT OFFERED TO THE BANK

☐ The full water right is being offered to the Bank.

OR

☑ A part of the water right is being offered to the Bank.
If a portion of the water right is being offered, **complete Attachment 2**.

3. MAP

Attach a map of the point(s) of diversion and place(s) of use proposed to be idled by this lease application. Make sure the idled place of use is outlined and annotated with legal land descriptions (Township, Range, Section and Quarter-Quarters) or with GPS coordinates. For irrigation purposes, mark the number of acres you desire to idle. If the water right proposed for lease is located within a permissible place of use (PPU) and portions of the PPU will continue to receive water from non-leased water rights, clearly outline on a map the acres within the PPU that will continue to be irrigated, as well as acres that will be idled during the lease term. Label the map **Attachment 3**.

Water will be rented pursuant to a companion application for use on applicant's property within the PPU.
No ground will be idled.

STATE OF IDAHO
WATER RESOURCE BOARD

APPLICATION TO SELL OR LEASE A WATER RIGHT
(Continued)

4. GENERAL INFORMATION

A. 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 authorizing the proposed sale or lease (Attachment 4A).

If your water right is delivered through a canal, lateral or ditch operated by a canal company, irrigation district, or similar delivery entity, your lease request must include written consent from the company, district, or similar entity for your removal of water from its system pursuant to Section 42-108, Idaho Code and IDAPA WSB Rule 37.02.03.25.02e.

B. Please provide a description of the current water diversion and delivery system.
Water is diverted from a well in SESWSW, Sec. 16 T.1S, R.19E, and piped to a pond. It is then piped to the pivot for irrigation at the POU.

C. Describe any other water rights used for the same purpose at the same place of use as the water right being offered to the Bank. Water rights 37-2581, 37-2599, 37-2616, 37-7758 were historically on the same property and are offered to the Water Supply Bank together.
In addition, pursuant to Transfer No. 76658, these water rights are part of a PPU with other water rights.

D. Are any of the water rights identified in Section 4C stacked with the water right proposed for lease? Yes ☑ No ☐

Stacked water rights are used together to achieve a common beneficial use, such as irrigation of the same lands. Stacked water rights cannot be separated and must be jointly leased to the Water Supply Bank. Stacked water rights qualify for the multiple fee payment of $500.

E. Will the present place of use continue to receive water from any other source? Yes ☑ No ☐

If yes, explain the relationship between the different water sources and how enlargement of the authorized use will not occur if this water right is leased. Water will be rented pursuant to a companion application for use on Applicant's property. No ground will be idled.

F. Identify annual volumes and/or rates of water diverted in the last 5 years to accomplish the beneficial use authorized by this water right. Water was diverted pursuant to rental agreement 29 with the Water Supply Bank.

G. Has any portion of this water right undergone a period of five or more consecutive years of non-use? Yes ☐ No ☑

If yes, describe the circumstances and attach evidence to demonstrate how the water right has not been lost through forfeiture (Attachment 4G). See Section 42-223, Idaho Code for exceptions to forfeiture. Your application may be denied if forfeiture concerns are not addressed.

H. Is this water right involved in any other IDWR process, such as an application for transfer or a mitigation plan? Yes ☐ No ☑

If yes, describe.

STATE OF IDAHO
WATER RESOURCE BOARD

APPLICATION TO SELL OR LEASE A WATER RIGHT
(Continued)

5. SALE/LEASE AGREEMENT

A. Is the water right, or portion thereof, offered to the Idaho Water Resource Board (IWRB) for sale ☐ or lease ☑?

If lease, specify the years when the use of water will be suspended: 2018 (Year) to 2023 (Year) (maximum lease period 5 calendar years).

B. 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.
See "Water Use Agreement," and First Amendment thereto, between applicant and John F. Stevenson attached hereto.

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 water right for sale or lease to the Idaho Water Resource Board.

The Designated Applicant acknowledges the following:

1. Payment to the Designated Applicant is contingent upon the sale or rental of the water right from the Bank.
2. While a water right is in the Bank, the seller/lessor of the water right may not use the water right, even if the water right is not rented from the Bank.
3. A water right accepted into the Bank stays in the Bank until the Designated Applicant receives written confirmation from the Board or Water Supply Bank that the water right has been released from the Bank.
4. While a water right is in the Bank, forfeiture is stayed.
5. Acceptance of a water right into the Bank does not, in itself, confirm the validity of the water right or any element of the water right.

Signature of Designated Applicant	Thomas M. O'Gara Family Trust Printed Name	5/14/18 Date
Signature of Authorized Representative	Printed Name	Date

Mail to:
Idaho Department of Water Resources
P.O. Box 83720
Boise, ID 83720-0098

STATE OF IDAHO
WATER RESOURCE BOARD

ATTACHMENT 1A

Additional Water Right Holders Party to the Lease Application

For the water right on this application, list all owners (individuals or business entities) of the right or the property to which it is appurtenant. All water right holders must sign a Water Supply Bank Lease Application. However, only the Designated Applicant needs to provide a completed IRS Form W-9 (Attachment 1B). **All correspondence and any financial payment associated with the rental of this water right will be directed to the Designated Applicant.** If additional space is needed to list any other water right holders, attach a second copy of Attachment 1A.

If submitting multiple applications, it is only necessary to complete one Attachment 1A for the group of applications. List each water right below.

Water Right No(s). _____

_____

	Designated Applicant	Applicant #2	Applicant #3
Name			
Mailing Address			
Phone Number			
Email Address			
Applicant Declaration	As Designated Applicant, I submit this lease application on behalf of all other water right holders.	I authorize the Designated Applicant to submit this application on my behalf.	I authorize the Designated Applicant to submit this application on my behalf.
Signature			

	Applicant #4	Applicant #5	Applicant #6
Name			
Mailing Address			
Phone Number			
Email Address			
Applicant Declaration	I authorize the Designated Applicant to submit this application on my behalf.	I authorize the Designated Applicant to submit this application on my behalf.	I authorize the Designated Applicant to submit this application on my behalf.
Signature			

Form 42-1761-1 10/15

STATE OF IDAHO
WATER RESOURCE BOARD

Complete Attachment 2 if only a portion of the water right is offered to the Bank.

ATTACHMENT 2

DESCRIPTION OF A WATER RIGHT PORTION OFFERED TO THE WATER SUPPLY BANK

1.

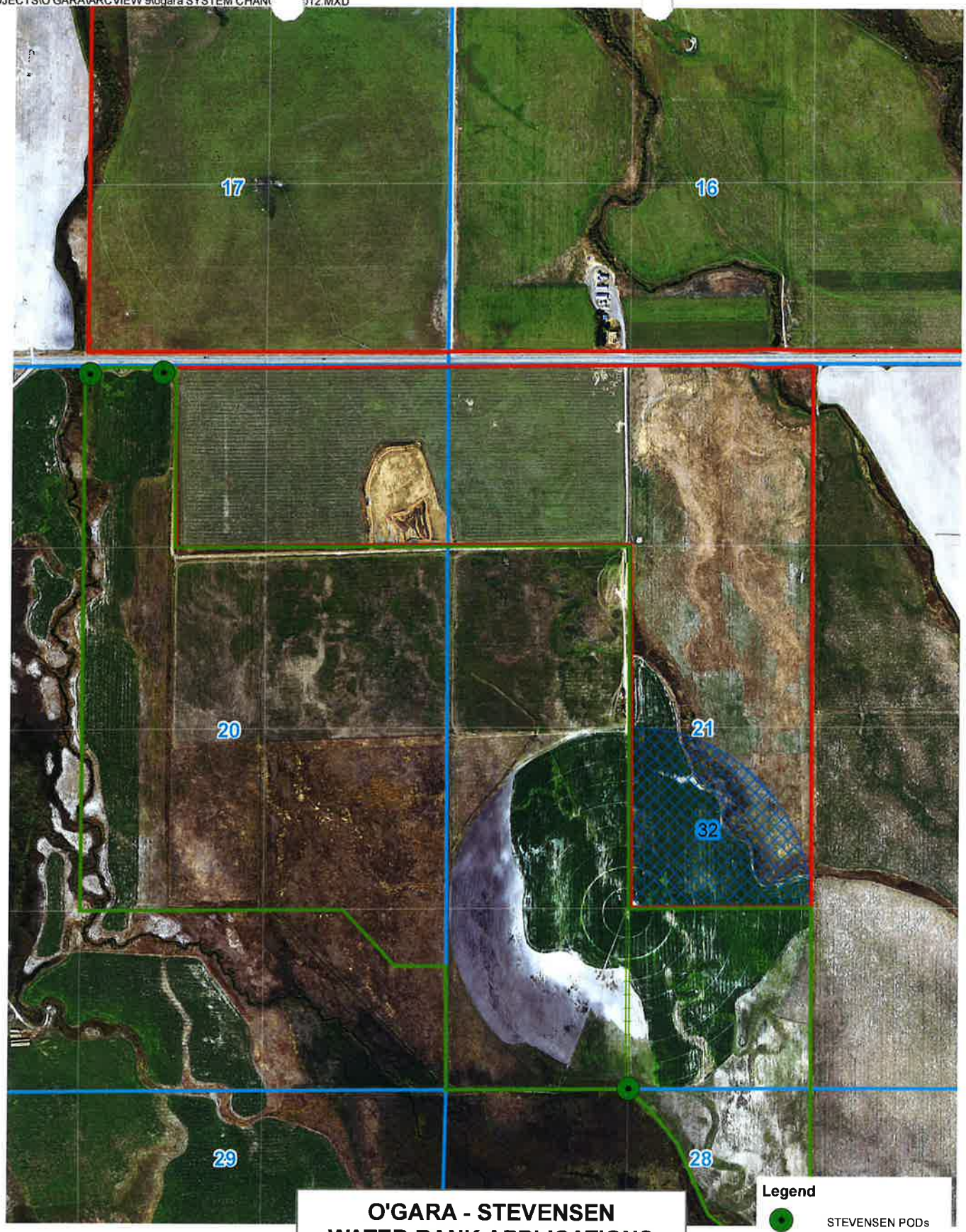
Water Right Number	Nature of Use	Leased Rate (cfs)	Leased Volume (af)	Leased Acres (ac)
37-2604	Irrigation	0.12	25.0	6.0
	Total Amounts:	0.12 cfs	25.0 AF	6.0 AC

2. Source of water Groundwater tributary to _____

3. Point(s) of diversion:

Twp	Rge	Sec	Lot	¼	¼	¼	County
1S	19E	16		SE	SW	SW	BLAINE

F:PROJECTS\O'GARA\ARCVIEW 9\ogara SYSTEM CHANG 012.MXD



O'GARA - STEVENSEN
WATER BANK APPLICATIONS
T1S R19E SEC 21
BLAINE COUNTY IDAHO
NAIP 2017 AERIAL PHOTOGRAPH

Legend

- STEVENSEN PODs
- STEVENSEN SYSTEM
- STEVENSEN PPU
- O'GARA PPU

WATER SOURCE

- O'GARA PROPERTY

0 500 1,000 2,000 Feet

N

BROCKWAY ENGINEERING, PLLC.
GEP - MARCH 23, 2018

FIRST AMENDMENT TO WATER USE AGREEMENT

THIS AGREEMENT is entered this 10 day of April, 2018, by and between the THOMAS M. O'GARA FAMILY TRUST, with THOMAS M. O'GARA, Trustee, c/o Brian Barsotti, P.O. Box 370 Ketchum, Idaho, 83340 ("O'GARA") and JOHN F. STEVENSON, 36 Hillside Ranch Road Bellevue, Idaho 83313 ("STEVENSON").

WHEREAS, O'GARA and STEVENSON entered into a Water Use Agreement on April 25, 2013 ("Agreement"); and

WHEREAS, O'GARA has removed the pivot identified in Agreement, and is no longer irrigating as contemplating in the Agreement; and

WHEREAS, O'GARA and STEVENSON desire to amend the Agreement as provided herein;

NOW THEREFORE, in consideration of the mutual promises and performances set forth below, the sufficiency of which is hereby acknowledged, the Parties agree to amend the Agreement as follow:

1. Article 1 of the Agreement shall be amended as follows:

   1. Authority:

      1.1. STEVENSON hereby authorizes O'GARA to graze cattle in the fall on the STEVENSON PROPERTY.

      1.2. O'GARA hereby authorizes STEVENSON to divert 0.64 cfs of O'GARA's water rights 37-2581, 37-2604, 37-2616, 37-7758 and 37-2599 to irrigate thirty two (32) acres of the O'GARA PROPERTY using the STEVENSON irrigation system. The O'GARA PROPERTY to be irrigated pursuant to this AGREEMENT is identified on the aerial photo attached hereto as ATTACHMENT A.

      1.3. Each Party shall use the other Party's property with sound practices for the intended use under the amendment. STEVENSON's use must be appropriate for the crop and soil types and use an application rate equal to that used by STEVENSON on his land under that same pivot. O'GARA shall graze the STEVENSON PROPERTY using sound grazing practices appropriate for the soil and vegetation conditions.

2. Article 2 of the Agreement shall be deleted and replaced with the following provisions:

2. STEVENSON shall be responsible for the preparation and filling of any necessary application(s) with the Idaho Water Supply Bank, as well as any filing fees, rental fees and other costs relating to the preparation and filing of the applications, to authorize the diversion and use of water as provided in Article 1.2, above.

3. Article 4 of the Agreement shall be deleted, and the article shall be intentionally left blank.

4. Article 6 of the Agreement shall be amended as follows:

6. Use of Property: Except as otherwise provided in this Agreement, the Parties shall continue to use their own respective properties and shall retain all rents, profits and other proceeds associated with the use of their respective properties. Nothing in this AGREEMENT gives either Party a right to share in the rents, profits or any other proceeds associated with activities on the other Party's property.

5. Article 7 of the Agreement shall be amended as follows:

7. Placement of Pivots: During the term of this Agreement O'GARA consents to the placement and use of the pivot belonging to STEVENSON on O'GARA's PROPERTY, and consents to STEVENSON's entry on O'GARA's PROPERTY for routine operation and maintenance of the pivots. STEVENSON shall provide reasonable notice to O'GARA if extraordinary measures are required to deal with the pivots on O'GARA's PROPERTY and will consult on appropriate measures to protect the land and crops of O'GARA, as necessary.

6. All other provisions of the Agreement shall remain unchanged.

"O'GARA"

THOMAS M. O'GARA FAMILY TRUST

By:_____

Thomas M. O'Gara, Trustee

"STEVENSON"

JOHN STEVENSON

By: 4/10/18

John Stevenson

2. STEVENSON shall be responsible for the preparation and filling of any necessary application(s) with the Idaho Water Supply Bank, as well as any filing fees, rental fees and other costs relating to the preparation and filing of the applications, to authorize the diversion and use of water as provided in Article 1.2, above.

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6. All other provisions of the Agreement shall remain unchanged.

"O'GARA"

THOMAS M. O'GARA FAMILY TRUST

By: _____ 5/14/18

Thomas M. O'Gara, Trustee

"STEVENSON"

JOHN STEVENSON

By: _____

John Stevenson

State of Idaho
DEPARTMENT OF WATER RESOURCES
322 East Front Street • P.O. Box 83720 • Boise, Idaho 83720-0098
Phone: (208) 287-4800 • Fax: (208) 287-6700 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

August 16, 2018

THOMAS M OGARA FAMILY TRUST
C/O BRIAN BARSOTTI
PO BOX 370
KETCHUM ID 83340

RE: WATER SUPPLY BANK LEASE CONTRACT FOR WATER RIGHTS 37-2581, 37-2599, 37-2604, 37-2616, and 37-7758

Dear Lessor:

Water rights **37-2581, 37-2599, 37-2604, 37-2616, and 37-7758** were leased into the Water Supply Bank (Bank) as of May 23, 2018, in accordance with the enclosed executed lease contract. **Your water rights, as described on the lease contract, are considered leased into the Bank and should remain unused until they are formally released from the Bank**. More information and further restrictions placed on your water rights while leased can be found in conditions of acceptance of the lease contract. Read the conditions of acceptance carefully.

The rights will automatically be released from the Bank on **December 31, 2022,** unless the rights are released earlier by the Water Resource Board (Board). On behalf of the Board, the Department of Water Resources (Department) can evaluate an early release of the lease contract upon your request. To release the water right from the Bank prior to the release date, submit a written request on the *Request to Release a Water Right from the Bank* form. This form is available on our public website at www.idwr.idaho.gov. **Please note your water rights may not be available for immediate release if they have been rented or are being considered for a future rental. Furthermore, it is at the discretion of the Department whether or not a water right can be released early from a lease contract.**

If you have questions regarding this matter, please contact this office at 287-4800.

Sincerely,

Debbi Gold

for Water Supply Bank

Enclosure: Executed Lease Contract

c: Corey Skinner - IDWR Southern Region
Kevin Lakey – Water District 37
South Valley GWD
Jonas Reagan – Barker Rosholt & Simpson

John A. Rosholt
Albert P. Barker
John K. Simpson
Travis L. Thompson
Shelley M. Davis
Scott A. Magnuson
Jonas A. Reagan

BARKER ROSHOLT & SIMPSON LLP

163 Second Ave. West
P.O. Box 63
Twin Falls, ID 83303-0063
(208) 733-0700 telephone
(208) 735-2444 facsimile

1010 W. Jefferson St., Suite 102
P.O. Box 2139
Boise, ID 83701-2139
(208) 336-0700 telephone
(208) 344-6034 facsimile
brs@idahowaters.com

Jonas A. Reagan
jreagan@idahowaters.com

RECEIVED
AUG 10 2018
DEPT OF WATER RESOURCES
SOUTHERN REGION

RECEIVED
AUG 13 2018
DEPARTMENT OF
WATER RESOURCES

August 10, 2018

Idaho Department of Water Resources
Southern Regional Office
650 Addison Ave. W Ste 500
Twin Falls, Idaho 83301-5858

Re: Request for Return of Signed Water Supply Bank Lease Contracts for Water Rights 37-2581, 37-2599, 37-2604, 37-2616, and 37-7758

To Whom It May Concern,

On July 26, 2018, Barker Rosholt & Simpson LLP received a ten (10) day extension, ending on August 6, 2018, to return a signed Water Supply Bank lease regarding the Thomas M O'Gara Family Trust ("Trust"). Shortly thereafter, as a result of contacting Remington Buyer, the Trust received a subsequent extension ending on August 17, 2018. The email exchange confirming this extension is attached as Exhibit A.

If there are any questions regarding this extension, or the lease contracts, please contact me at (208) 733-0700, or at jreagan@idahowaters.com.

Sincerely,

Jonas A. Reagan

BARKER ROSHOLT & SIMPSON LLP

Jonas Reagan

From: Buyer, Remington <Remington.Buyer@idwr.idaho.gov>
Sent: Tuesday, July 31, 2018 2:16 PM
To: Jonas Reagan
Subject: RE: O'Gara Stevenson Lease/Rental

Jonas,

We will extend the time authorized to submit signed documents to our office until August 17th. However, if the signed documents are not received by the 17th, may proceed in cancelling the approvals.

Regards,

Remington

From: Jonas Reagan [mailto:jreagan@idahowaters.com]
Sent: Tuesday, July 31, 2018 12:26 PM
To: Buyer, Remington <Remington.Buyer@idwr.idaho.gov>
Subject: RE: O'Gara Stevenson Lease/Rental

Remington,

The applications would not need to be revised, and we might be able to get them signed within the current window, but it would be just under the wire. If we could have until Aug. 17th that would be sufficient time to address these issues.

Best,

Jonas Reagan
Barker Rosholt & Simpson LLP
163 2nd Avenue West
P.O. Box 63
Twin Falls, Idaho 83303-0063
Office: (208) 735-2229
Fax: (208) 735-2444

CONFIDENTIALITY NOTICE: This e-mail and its attachments are confidential and may be privileged. If you believe this e-mail has been sent to you in error, please notify the sender immediately and delete this email. Do not deliver, distribute or copy this transmission.

From: Buyer, Remington [mailto:Remington.Buyer@idwr.idaho.gov]
Sent: Tuesday, July 31, 2018 12:22 PM
To: Jonas Reagan <jreagan@idahowaters.com>
Subject: RE: O'Gara Stevenson Lease/Rental

Hi Jonas,

Do the changed circumstances you reference necessitate a revision to the Water Supply Bank lease and/or rental approvals? How much time are you requesting to finalize these approvals?

Thanks,

Remington

From: Jonas Reagan [mailto:jreagan@idahowaters.com]
Sent: Tuesday, July 31, 2018 12:16 PM
To: Buyer, Remington <Remington.Buyer@idwr.idaho.gov>
Subject: RE: O'Gara Stevenson Lease/Rental

Remington,

Currently we received a 10-day extension on the 26th, but we have had some trouble getting ahold of the Applicant, and the circumstances have changed since when we submitted the application to the WSB. If it's possible to get a little more time to try to resolve these auxillary issues, that would be much appreciated.

Best,

Jonas Reagan
Barker Rosholt & Simpson LLP
163 2nd Avenue West
P.O. Box 63
Twin Falls, Idaho 83303-0063
Office: (208) 735-2229
Fax: (208) 735-2444

CONFIDENTIALITY NOTICE: This e-mail and its attachments are confidential and may be privileged. If you believe this e-mail has been sent to you in error, please notify the sender immediately and delete this email. Do not deliver, distribute or copy this transmission.

From: Buyer, Remington [mailto:Remington.Buyer@idwr.idaho.gov]
Sent: Tuesday, July 31, 2018 12:11 PM
To: Jonas Reagan <jreagan@idahowaters.com>
Subject: O'Gara Stevenson Lease/Rental

Jonas,

My apologies for a slow response to your voicemail message from last week. I see that we still have not executed the lease/rental for Mr Stevenson and O'Gara. Could you please respond as to the current status of the pending lease/rental approval documents?

Thanks,

Remington

State of Idaho
DEPARTMENT OF WATER RESOURCES
322 East Front Street • P.O. Box 83720 • Boise, Idaho 83720-0098
Phone: (208) 287-4800 • Fax: (208) 287-6700 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

July 26, 2018

THOMAS M O'GARA FAMILY TRUST
C/O BRIAN BARSOTTI
PO BOX 370
KETCHUM ID 83340

RE: REQUEST FOR RETURN OF SIGNED WATER SUPPLY BANK LEASE CONTRACTS FOR WATER RIGHTS 37-2581, 37-2599, 37-2604, 37-2616, and 37-7758

*****TIME SENSITIVE RESPONSE REQUIRED*****

Dear Applicant,

The Department of Water Resources (Department) mailed **two original Water Supply Bank Lease Contracts for your review and signature** on July 12, 2018. The signed contracts have not been returned to the Department.

Please sign both original Lease Contracts and return them to the Department within ten (10) days of this letter to complete processing. The Lease Contract is not considered final until both you and the Department have signed.

If the signed lease contracts are not received by the Department within the 10-day period, the lease application will be returned, and the application fee will not be refunded. You can reapply to lease the water right in the future by submitting new application form along with applicable fees.

Please note the forfeiture period is not tolled unless a right is accepted into the Bank, or unless an exception or defense to forfeiture applies as described under Idaho Code § 42-223. If forfeiture is a concern, you may consider filing an Application for Extension of Time to Avoid Forfeiture of a Water Right form. This and other water right forms are available from the Department's web site at www.idwr.idaho.gov.

If you have questions regarding this matter, please contact this office at 287-4800.

Sincerely,

Debbie Judd
for Water Supply Bank

c: Jonas Reagan – Barker Rosholt & Simpson LLP

State of Idaho
DEPARTMENT OF WATER RESOURCES
322 East Front Street • P.O. Box 83720 • Boise, Idaho 83720-0098
Phone: (208) 287-4800 • Fax: (208) 287-6700 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

July 12, 2018

THOMAS M O'GARA FAMILY TRUST
C/O BRIAN BARSOTTI
PO BOX 370
KETCHUM ID 83340

RE: APPLICATIONS TO LEASE WATER RIGHTS 37-2581, 37-2599, 37-2604, 37-2616, and 37-7758 TO THE WATER SUPPLY BANK

******TIME SENSITIVE RESPONSE REQUIRED*****

Dear Applicant:

The Department of Water Resources has completed its review of your application to lease the above-mentioned water rights to the Water Supply Bank. **I have enclosed two original Water Supply Bank Lease Contracts for your review and signature**. **Please sign and return ALL Lease Contracts within 14 days**. Upon signature and return of the contracts, the Department will also sign the original contracts and return an executed copy to you. The Lease Contract is not considered final until you and the Department have both signed.

The rights will automatically be released from the Bank on **December 31, 2022,** unless the rights are released earlier by the Board, or upon your request. To release the rights from the Bank prior to the release date, submit a written request on the Request to Release a Water Right from the Bank form. To propose a new lease period, submit a new Application to Sell or Lease a Water Right to the Water Supply Bank form along with applicable fees to the Department. These forms are available from any IDWR office or from our public website at http://www.idwr.idaho.gov. Please note your rights may not be available for immediate release if they have been rented.

Please review the conditions of acceptance listed on the Lease Contract, including #3 which says:

> "While a right is in the bank, **the lessor may not use the right** without approval of the department even if the right is not rented from the bank. Any violation of the terms of this lease may result in enforcement procedures pursuant to Idaho Code § 42-351 for illegal diversion and use of water and may include civil penalties pursuant to Idaho Code § 42-1701B."

If you have questions regarding this matter, please contact this office at 287-4800.

Sincerely,

Debbi Gudd

for Water Supply Bank

Enclosures: Proposed Lease Contracts
Receipt # C105147

c: Jonas Reagan – Barker Rosholt & Simpson LLP

John A. Rosholt
Albert P. Barker
John K. Simpson
Travis L. Thompson
Shelley M. Davis
Scott A. Magnuson
Jonas A. Reagan

BARKER
ROSHOLT
&
SIMPSON
LLP

163 Second Ave. West
P.O. Box 63
Twin Falls, ID 83303-0063
(208) 733-0700 telephone
(208) 735-2444 facsimile

1010 W. Jefferson St., Suite 102
P.O. Box 2139
Boise, ID 83701-2139
(208) 336-0700 telephone
(208) 344-6034 facsimile
brs@idahowaters.com

May 22, 2018

RECEIVED
MAY 23 2018
DEPARTMENT OF
WATER RESOURCES

Remington Buyer
Idaho Department of Water Resources
322 East Front Street
P.O. Box 83720
Boise, Idaho 83720-0098

RE: *Signed Rental Agreement; Lease Contracts and Payment for O'Gara Water Rights and Stevenson Water Rights*

Dear Mr. Buyer,

Enclosed please find the following:

- Check number 1532 in the amount of $500.00;
- Signed Water Supply Bank Rental Agreement by John Stevenson regarding water rights 37-2581 et al;
- Signed Water Supply Bank Lease Contract by Thomas O'Gara regarding water rights 37-2581;
- Signed Water Supply Bank Lease Contract by Thomas O'Gara regarding water rights 37-2599;
- Signed Water Supply Bank Lease Contract by Thomas O'Gara regarding water rights 37-2604;
- Signed Water Supply Bank Lease Contract by Thomas O'Gara regarding water rights 37-2616;
- Signed Water Supply Bank Lease Contract by Thomas O'Gara regarding water rights 37-7758.

It is our understanding, IDWR has previous Water Supply Bank Lease Contracts filed by Thomas O'Gara with the executed Form W-9 attached, the information from those Form W-9's remain the same, therefore the IDWR will use that information for the Form W-9 as the attachment to the enclosed Lease Contracts.

Should you have any questions, please contact Jonas A. Reagan at (208) 733-0700.

Thank you,

Jessica Nielsen

Jessica Nielsen
Assistant for Jonas A. Reagan

Enclosures
JR/jn