

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT

RECEIVED

This is to certify that: THOMAS M O'GARA FAMILY TRUST  
PO BOX 370  
KETCHUM ID 83340  
208-726-3030

NOV 25 2014  
DEPARTMENT OF  
WATER RESOURCES

filed an application to rent water from the Water Supply Bank ("Bank"). The Idaho Water Resource Board ("Board"), being authorized to operate a Bank and to contract by and through the Director of the Idaho Department of Water Resources ("Director, Department") for rental of water from the Bank, agrees to rent water as follows:

Summary of Water Rights or Portions Rented from the Bank

| Water Right | Priority Date | Source       | Tributary | Rented Rate | Annual Rented Volume | Acre Limit | Total Rented Acres |
|-------------|---------------|--------------|-----------|-------------|----------------------|------------|--------------------|
| 37-20635    | 3/08/1977     | Ground Water | NA        | 0.42 cfs    | 115.1 af             | NA         | 38.4 ac            |

|                             |           |              |    |          |         |        |        |
|-----------------------------|-----------|--------------|----|----------|---------|--------|--------|
| 37-20637                    | 2/12/1947 | Ground Water | NA | 0.07 cfs | 11.3 af | 3.8 ac | 3.8 ac |
| 37-20639                    | 7/02/1994 | Ground Water | NA | 0.12 cfs | 13.7 af | 3.8 ac | 3.8 ac |
| Total Annual Combined Limit |           |              |    | NA       | 13.7 af | 3.8 ac | 3.8 ac |

|          |           |                |             |          |         |    |         |
|----------|-----------|----------------|-------------|----------|---------|----|---------|
| 37-20641 | 7/10/1884 | Big Wood River | Malad River | 0.05 cfs | 5.6 af  | NA | 1.6 ac  |
| 37-20643 | 3/24/1883 | Big Wood River | Malad River | 0.03 cfs | 5.6 af  | NA | 1.6 ac  |
| 37-20645 | 5/17/1883 | Big Wood River | Malad River | 0.26 cfs | 51.5 af | NA | 14.7 ac |

|                             |           |                |             |          |         |         |         |
|-----------------------------|-----------|----------------|-------------|----------|---------|---------|---------|
| 37-20647                    | 4/17/1883 | Big Wood River | Malad River | 0.02 cfs | 45.2 af | 12.9 ac | 12.9 ac |
| 37-20649                    | 6/20/1884 | Big Wood River | Malad River | 0.21 cfs | 45.2 af | 12.9 ac | 12.9 ac |
| 37-20651                    | 6/02/1890 | Big Wood River | Malad River | 0.05 cfs | 45.2 af | 12.9 ac | 12.9 ac |
| Total Annual Combined Limit |           |                |             | NA       | 45.2 af | 12.9 ac | 12.9 ac |

Annual Combined Rental Totals

1.22 cfs 147.4 af 42.1 ac

Rental Fee: Years 2014 to 2017 \$250.58  
Year 2018 \$294.80

The fee for rental of the above-described water is \$2,505.80 for 2014-2017 and \$2,948.00 in 2018. Because you own the above referenced water rights you are obligated to only pay ten percent (\$250.58/\$294.80) to the Department for administrative costs. An annual payment shall be received by the Department prior to February 15 each year for the duration of the rental period. The agreement will be void if payment is not received prior to the due date in a given year. To terminate the agreement prior to the end of the rental period, written notice must be received by the Department at least 30 days prior to the rental fee due date.

No rental fees will be refunded once the fee is collected and the start date for a Rental Agreement has passed.

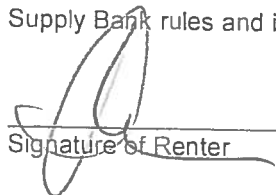
Detailed water right conditions are attached.

SUPPORT DATA

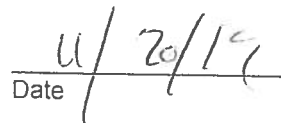
IN FILE # 37-20635

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES  
WATER SUPPLY BANK RENTAL AGREEMENT

The undersigned renter agrees to use the water rented under this agreement in accordance with the Water Supply Bank rules and in compliance with the limitations and conditions of use described in this agreement:

  
Signature of Renter

  
Printed Name and Title\*

  
Date

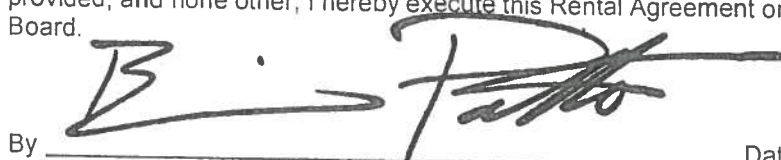
Signature of Renter

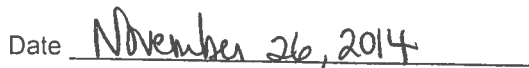
Printed Name and Title\*

Date

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

Having determined that this agreement satisfied the provisions of Idaho Code § 42-1763 and IDAPA 37.02.03.030 (Water Supply Bank Rule 30), for the rental and use of water under the terms and condition herein provided, and none other, I hereby execute this Rental Agreement on behalf of the Idaho Water Resource Board.

  
By  
BRIAN PATTON, Acting Administrator  
Idaho Water Resource Board

Date 

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES  
**WATER SUPPLY BANK RENTAL AGREEMENT**

**WATER USE DETAILS**

**LOCATION OF POINT(S) OF DIVERSION**

37-20641, 37-20643 and 37-20645, 37-20647, 37-20649 and 37-20651:

|                 |             |         |         |         |               |
|-----------------|-------------|---------|---------|---------|---------------|
| BIG WOOD RIVER  | SE¼SW¼      | Sec. 12 | Twp 01N | Rge 18E | BLAINE County |
| *BIG WOOD RIVER | SE¼NW¼      | Sec. 25 | Twp 01N | Rge 18E | BLAINE County |
| BIG WOOD RIVER  | L3 (SW¼NW¼) | Sec. 36 | Twp 02N | Rge 18E | BLAINE County |

37-20635, 37-20637 and 37-20639:

|              |             |         |         |         |               |
|--------------|-------------|---------|---------|---------|---------------|
| GROUND WATER | L4 (SW¼SE¼) | Sec. 4  | Twp 01S | Rge 19E | BLAINE County |
| GROUND WATER | NW¼SW¼      | Sec. 4  | Twp 01S | Rge 19E | BLAINE County |
| GROUND WATER | NE¼SW¼      | Sec. 16 | Twp 01S | Rge 19E | BLAINE County |
| GROUND WATER | SE¼SE¼      | Sec. 16 | Twp 01S | Rge 19E | BLAINE County |

\*Point of Re-diversion

**BENEFICIAL USE**

IRRIGATION

**SEASON OF USE**

04/15 TO 10/31

**RENTER'S PLACE OF USE:**            IRRIGATION

| Twp | Rge | Sec | NE |    |      |      | NW |    |    |    | SW |    |    |    | SE |    |    |    | Totals |
|-----|-----|-----|----|----|------|------|----|----|----|----|----|----|----|----|----|----|----|----|--------|
|     |     |     | NE | NW | SW   | SE   | NE | NW | SW | SE | NE | NW | SW | SE | NE | NW | SW | SE |        |
| 01S | 19E | 17  |    |    | 18.0 | 24.1 |    |    |    |    |    |    |    |    |    |    |    |    | 42.1   |

Total Acres:    42.1

**CONDITIONS APPLICABLE TO ALL RENTED WATER RIGHTS**

1. The use of water under this agreement shall be subject to the provisions of Idaho Code § 42-1766.
2. Rental of the specified right from 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.
3. Use of water under this agreement does not constitute a dedication of the water to renter's place of use, and upon expiration of this agreement, the points of diversion and place of use of the water shall revert to those authorized under the water right and/or again be available to rent from the bank.
4. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
5. Use of water under this agreement shall not prejudice any action of the Department in its consideration of an application for transfer or permit filed by the applicant for this same use.
6. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
7. Renter agrees to hold the Board, the Director and the state of Idaho harmless from all liability on account of negligent acts of the renter while using water.

8. Renter acknowledges and agrees that the Director may terminate diversion of water if the Director determines there is not a sufficient water supply for the priority of the right or portion thereof being rented.
9. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
10. The right holder shall install a suitable measuring device or shall enter into an agreement with the Department to use power records to determine the amount of water diverted and shall annually report the information to the Department. Noncompliance of this condition can result in the curtailment of this water right.
11. This rental agreement does not authorize the construction of a well.
12. 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 lands above.
13. The right holder shall make full beneficial use of all surface water rights available to the right holder for irrigation of the lands authorized to be irrigated under this right. The right holder shall limit the diversion of ground water under this right to those times when the surface water supply is not available or the surface water supply is not reasonably sufficient to irrigate the place of use authorized under this right.
14. Water rights 37-20641 and 37-20643 are diverted from Headgate #45 through District Canal.
15. Water rights 37-20645, 37-20647, 37-20649, and 37-20651 are used in combination with water from Base Line Canal Co.
16. Use of water under this agreement will 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.
17. The water right(s) referenced above is accepted into the bank and rented in accordance with a private agreement formulated between the lessor and the renter. Administrative fees will be paid based on the current rental rate.