

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.

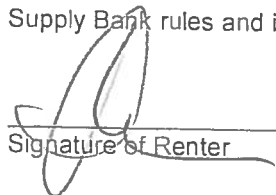
Detailed water right conditions are attached.

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*

11/20/14
Date

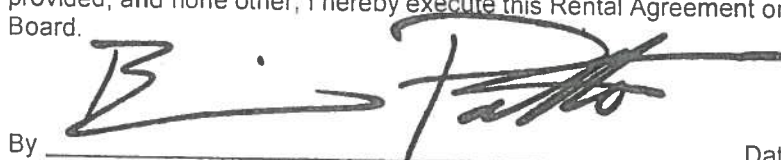
Signature of Renter

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 November 26, 2014

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.

WATER SUPPLY BANK LEASE CONTRACT

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

Lessor: THOMAS M O'GARA FAMILY TRUST
PO BOX 370
KETCHUM ID 83340
208-726-3030

RECEIVED

NOV 25 2014

**DEPARTMENT OF
WATER RESOURCES**

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.
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

<u>Water Right</u>	<u>Lease Rate</u>	<u>Lease Volume</u>	<u>Total Leased Acres</u>
37-20635	0.42 CFS	115.1 AF	38.4 AC
37-20637	0.07 CFS	11.3 AF	3.8 AC
37-20639	0.12 CFS	13.7 AF	3.8 AC
Combined Limit:		13.7 AF	3.8 AC
37-20641	0.05 CFS	NOT STATED	1.6 AC
37-20643	0.03 CFS	NOT STATED	1.6 AC
37-20645	0.26 CFS	NOT STATED	14.7 AC
37-20647	0.02 CFS	NOT STATED	12.9 AC
37-20649	0.21 CFS	NOT STATED	12.9 AC
37-20651	0.05 CFS	NOT STATED	12.9 AC
Combined Limit:			12.9 AC
Combined Lease Totals:	1.22 CFS	NOT STATED	42.1 AC

The water rights described herein shall be available for rental from the Bank as follows:
Authorized Period of Use under Lease: See Conditions of Individual Water Right

2. **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: Negotiated Rental Rate—Lessor is renting own water rights

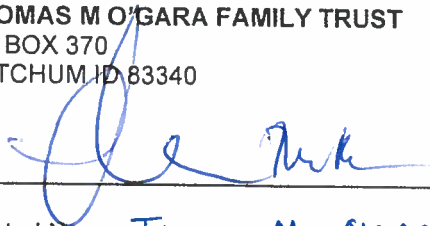
SUPPORT DATA

FILE # 37-20635

3. **TERM OF LEASE:** This Lease shall take effect when both parties have signed it and shall continue in effect until December 31, 2018.
4. **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.
5. **DUPLICATE ORIGINAL:** This Lease is executed in duplicate. Each of the documents with an original signature of each party shall be an original.

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

THOMAS M O'GARA FAMILY TRUST
PO BOX 370
KETCHUM ID 83340

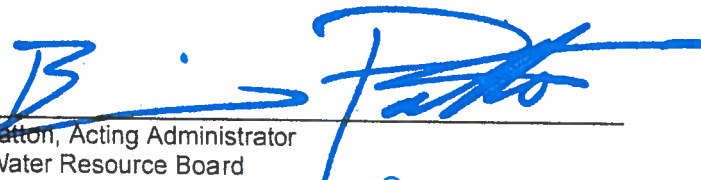
By 

Date 11/21/2014

Printed Name THOMAS M. O'GARA

Title _____

IDAHO WATER RESOURCE BOARD
322 East Front Street
P.O. Box 83720
Boise, ID 83720-9098

By 

Brian Patton, Acting Administrator
Idaho Water Resource Board

Date November 26, 2014

Lease approved by IDWR 

Date 11/26/2014

ATTACHMENT A
WATER RIGHT NO. 37-20635
WATER SUPPLY BANK CONDITIONS OF ACCEPTANCE

The water right or portion thereof leased to the bank is described as follows:

Lessor: THOMAS M O'GARA FAMILY TRUST
 PO BOX 370
 KETCHUM ID 83340
 208-726-3030

Priority Date: 03/08/1977

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	to 11/01	0.42 CFS	115.1 AF
	Total:		0.42 CFS	115.1 AF

LOCATION OF POINT(S) OF DIVERSION:

GROUND WATER	NWNWSW	Sec. 4, Twp 01S, Rge 19E, BLAINE County
GROUND WATER	L4(NWSWNW)	Sec. 4, Twp 01S, Rge 19E, BLAINE County

PLACE OF USE TO BE IDLED UNDER THIS LEASE: 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	15			20.0											22.1			42.1

Total Acres: 42.1

Limited to acres within place of use described above: 38.4

ADDITIONAL CONDITIONS OF ACCEPTANCE

1. The water right(s) referenced above is accepted into the bank and rented in accordance with a private agreement; the lessor is renting their own water rights for the duration of the lease.
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, the lease term expires, or upon request from the lessor to change the term of the lease, 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.
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.
 - b. If a change in ownership is processed by the Department during a rental season, rental payment will be made to the person or entity who is the lessor of record at the beginning of that rental season.
 - c. New lessor(s) of record will receive payment after the following rental season.
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. 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.
13. 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.
14. Use of water under this right 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.
15. 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.

ATTACHMENT A
WATER RIGHT NO. 37-20637
WATER SUPPLY BANK CONDITIONS OF ACCEPTANCE

The water right or portion thereof leased to the bank is described as follows:

Lessor: THOMAS M O'GARA FAMILY TRUST
 PO BOX 370
 KETCHUM ID 83340
 208-726-3030

Priority Date: 02/12/1947

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	to 11/01	0.08 CFS	11.3 AF
	Total:		0.08 CFS	11.3 AF

LOCATION OF POINT(S) OF DIVERSION:

GROUND WATER	NWNWSW	Sec. 4, Twp 01S, Rge 19E, BLAINE County
GROUND WATER	L4(NWSWNW)	Sec. 4, Twp 01S, Rge 19E, BLAINE County

PLACE OF USE TO BE IDLED UNDER THIS LEASE: 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	15			20.0											22.1			42.1

Total Acres: 42.1

Limited to acres within place of use described above: 3.8

COMBINED LIMITS OF LEASED RIGHT:

<u>Combined Rights</u>	<u>Lease Volume</u>	<u>Total Leased Acres</u>
37-20637 & 37-20639	13.7 AF	3.8 AC

ADDITIONAL CONDITIONS OF ACCEPTANCE

1. The water right(s) referenced above is accepted into the bank and rented in accordance with a private agreement; the lessor is renting their own water rights for the duration of the lease.
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, the lease term expires, or upon request from the lessor to change the term of the lease, 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.

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.
 - b. If a change in ownership is processed by the Department during a rental season, rental payment will be made to the person or entity who is the lessor of record at the beginning of that rental season.
 - c. New lessor(s) of record will receive payment after the following rental season.
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. 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.
13. 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.
14. Use of water under this right 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.
15. 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.

ATTACHMENT A
WATER RIGHT NO. 37-20639
WATER SUPPLY BANK CONDITIONS OF ACCEPTANCE

The water right or portion thereof leased to the bank is described as follows:

Lessor: THOMAS M O'GARA FAMILY TRUST
 PO BOX 370
 KETCHUM ID 83340
 208-726-3030

Priority Date: 06/15/1946

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	to 11/01	0.12 CFS	13.7 AF
	Total:		0.12 CFS	13.7 AF

LOCATION OF POINT(S) OF DIVERSION:

GROUND WATER	NWNWSW	Sec. 4, Twp 01S, Rge 19E, BLAINE County
GROUND WATER	L4(NWSWNW)	Sec. 4, Twp 01S, Rge 19E, BLAINE County

PLACE OF USE TO BE IDLED UNDER THIS LEASE: 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	15			20.0											22.1			42.1

Total Acres: 42.1

Limited to acres within place of use described above: 3.8

COMBINED LIMITS OF LEASED RIGHT:

<u>Combined Rights</u>	<u>Lease Volume</u>	<u>Total Leased Acres</u>
37-20637 & 37-20639	13.7 AF	3.8 AC

ADDITIONAL CONDITIONS OF ACCEPTANCE

1. The water right(s) referenced above is accepted into the bank and rented in accordance with a private agreement; the lessor is renting their own water rights for the duration of the lease.
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, the lease term expires, or upon request from the lessor to change the term of the lease, 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.
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.
 - b. If a change in ownership is processed by the Department during a rental season, rental payment will be made to the person or entity who is the lessor of record at the beginning of that rental season.
 - c. New lessor(s) of record will receive payment after the following rental season.
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. 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.
13. 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.
14. Use of water under this right 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.
15. 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.

ATTACHMENT A
WATER RIGHT NO. 37-20641
WATER SUPPLY BANK CONDITIONS OF ACCEPTANCE

The water right or portion thereof leased to the bank is described as follows:

Lessor: THOMAS M O'GARA FAMILY TRUST
 PO BOX 370
 KETCHUM ID 83340
 208-726-3030

Priority Date: 07/10/1884

Source: BIG WOOD RIVER **Tributary to:** MALAD RIVER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	to 11/01	0.12 CFS	NOT STATED
	Total:		0.12 CFS	NOT STATED

LOCATION OF POINT(S) OF DIVERSION:

BIG WOOD RIVER L3(NESWNW) Sec. 36, Twp 02N, Rge 18E, BLAINE County

PLACE OF USE TO BE IDLED UNDER THIS LEASE: 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	15			20.0												22.1		42.1

Total Acres: 42.1

Limited to acres within place of use described above: 1.6

ADDITIONAL CONDITIONS OF ACCEPTANCE

1. The water right(s) referenced above is accepted into the bank and rented in accordance with a private agreement; the lessor is renting their own water rights for the duration of the lease.
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, the lease term expires, or upon request from the lessor to change the term of the lease, 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.
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.
 - b. If a change in ownership is processed by the Department during a rental season, rental payment will be made to the person or entity who is the lessor of record at the beginning of that rental season.
 - c. New lessor(s) of record will receive payment after the following rental season.
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. Water diverted from Headgate #45 delivered through District Canal.
13. Use of water under this right 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.
14. 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(s).

ATTACHMENT A
WATER RIGHT NO. 37-20643
WATER SUPPLY BANK CONDITIONS OF ACCEPTANCE

The water right or portion thereof leased to the bank is described as follows:

Lessor: THOMAS M O'GARA FAMILY TRUST
 PO BOX 370
 KETCHUM ID 83340
 208-726-3030

Priority Date: 03/24/1883

Source: BIG WOOD RIVER **Tributary to:** MALAD RIVER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/15	to 10/31	0.05 CFS	NOT STATED
	Total:		0.05 CFS	NOT STATED

LOCATION OF POINT(S) OF DIVERSION:
 BIG WOOD RIVER L3(NESWNW) Sec. 36, Twp 02N, Rge 18E, BLAINE County

PLACE OF USE TO BE IDLED UNDER THIS LEASE: 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	15			20.0												22.1		42.1

Total Acres: 42.1

Limited to acres within place of use described above: 1.6

· ADDITIONAL CONDITIONS OF ACCEPTANCE

1. The water right(s) referenced above is accepted into the bank and rented in accordance with a private agreement; the lessor is renting their own water rights for the duration of the lease.
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, the lease term expires, or upon request from the lessor to change the term of the lease, 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.
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.
 - b. If a change in ownership is processed by the Department during a rental season, rental payment will be made to the person or entity who is the lessor of record at the beginning of that rental season.
 - c. New lessor(s) of record will receive payment after the following rental season.
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. Water diverted from Headgate #45 delivered through District Canal.
13. Use of water under this right 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.
14. 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(s).

ATTACHMENT A
WATER RIGHT NO. 37-20645
WATER SUPPLY BANK CONDITIONS OF ACCEPTANCE

The water right or portion thereof leased to the bank is described as follows:

Lessor: THOMAS M O'GARA FAMILY TRUST
PO BOX 370
KETCHUM ID 83340
208-726-3030

Priority Date: 05/17/1883

Source: BIG WOOD RIVER

Tributary to: MALAD RIVER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	to 11/01	0.26 CFS	NOT STATED
	Total:		0.26 CFS	NOT STATED

LOCATION OF POINT(S) OF DIVERSION:

BIG WOOD RIVER	NWSENW	Sec. 25, Twp 01N, Rge 18E, BLAINE County(R)
BIG WOOD RIVER	NWSESW	Sec. 12, Twp 01N, Rge 18E, BLAINE County

PLACE OF USE TO BE IDLED UNDER THIS LEASE: 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	15			20.0												22.1		42.1

Total Acres: 42.1

Limited to acres within place of use described above: 14.7

ADDITIONAL CONDITIONS OF ACCEPTANCE

1. The water right(s) referenced above is accepted into the bank and rented in accordance with a private agreement; the lessor is renting their own water rights for the duration of the lease.
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, the lease term expires, or upon request from the lessor to change the term of the lease, 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.
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.
 - b. If a change in ownership is processed by the Department during a rental season, rental payment will be made to the person or entity who is the lessor of record at the beginning of that rental season.
 - c. New lessor(s) of record will receive payment after the following rental season.
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. Use of this right is combined with water from Base Line Canal Co.
13. This right is measured and administered at the point of redirection.
14. Use of water under this right 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.
15. 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(s).

ATTACHMENT A
WATER RIGHT NO. 37-20647
WATER SUPPLY BANK CONDITIONS OF ACCEPTANCE

The water right or portion thereof leased to the bank is described as follows:

Lessor: THOMAS M O'GARA FAMILY TRUST
 PO BOX 370
 KETCHUM ID 83340
 208-726-3030

Priority Date: 04/17/1883

Source: BIG WOOD RIVER **Tributary to:** MALAD RIVER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	to 11/01	0.02 CFS	NOT STATED
	Total:			0.02 CFS
				NOT STATED

LOCATION OF POINT(S) OF DIVERSION:

BIG WOOD RIVER	NWSESW	Sec. 12, Twp 01N, Rge 18E, BLAINE County
BIG WOOD RIVER	NWSENW	Sec. 25, Twp 01N, Rge 18E, BLAINE County(R)

PLACE OF USE TO BE IDLED UNDER THIS LEASE: 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	15			20.0											22.1			42.1

Total Acres: 42.1

Limited to acres within place of use described above: 12.9

<u>Combined Rights</u>	<u>Total Leased Acres</u>
37-20647, 37-20649 & 37-20651	12.9 AC

ADDITIONAL CONDITIONS OF ACCEPTANCE

1. The water right(s) referenced above is accepted into the bank and rented in accordance with a private agreement; the lessor is renting their own water rights for the duration of the lease.
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, the lease term expires, or upon request from the lessor to change the term of the lease, 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.
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.
 - b. If a change in ownership is processed by the Department during a rental season, rental payment will be made to the person or entity who is the lessor of record at the beginning of that rental season.
 - c. New lessor(s) of record will receive payment after the following rental season.
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. Use of this right is combined with water from Base Line Canal Co.
13. This right is measured and administered at the point of rediversion.
14. Use of water under this right 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.
15. 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(s).

ATTACHMENT A
WATER RIGHT NO. 37-20649
WATER SUPPLY BANK CONDITIONS OF ACCEPTANCE

The water right or portion thereof leased to the bank is described as follows:

Lessor: THOMAS M O'GARA FAMILY TRUST
 PO BOX 370
 KETCHUM ID 83340
 208-726-3030

Priority Date: 06/20/1884

Source: BIG WOOD RIVER

Tributary to: MALAD RIVER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/15	10/31	0.21 CFS	NOT STATED
	Total:		0.21 CFS	NOT STATED

LOCATION OF POINT(S) OF DIVERSION:

BIG WOOD RIVER	NWSESW	Sec. 12, Twp 01N, Rge 18E, BLAINE County
BIG WOOD RIVER	NWSENW	Sec. 25, Twp 01N, Rge 18E, BLAINE County(R)

PLACE OF USE TO BE IDLED UNDER THIS LEASE: 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	15			20.0											22.1			42.1

Total Acres: 42.1

Limited to acres within place of use described above: 12.9

<u>Combined Rights</u>	<u>Total Leased Acres</u>
37-20647, 37-20649 & 37-20651	12.9 AC

ADDITIONAL CONDITIONS OF ACCEPTANCE

1. The water right(s) referenced above is accepted into the bank and rented in accordance with a private agreement; the lessor is renting their own water rights for the duration of the lease.
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, the lease term expires, or upon request from the lessor to change the term of the lease, 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.
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.
 - b. If a change in ownership is processed by the Department during a rental season, rental payment will be made to the person or entity who is the lessor of record at the beginning of that rental season.
 - c. New lessor(s) of record will receive payment after the following rental season.
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. Use of this right is combined with water from Base Line Canal Co.
13. This right is measured and administered at the point of diversion.
14. Use of water under this right 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.
15. 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(s).

ATTACHMENT A
WATER RIGHT NO. 37-20651
WATER SUPPLY BANK CONDITIONS OF ACCEPTANCE

The water right or portion thereof leased to the bank is described as follows:

Lessor: THOMAS M O'GARA FAMILY TRUST
 PO BOX 370
 KETCHUM ID 83340
 208-726-3030

Priority Date: 06/02/1890

Source: BIG WOOD RIVER **Tributary to:** MALAD RIVER

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	to 11/01	0.05 CFS	NOT STATED
	Total:		0.05 CFS	NOT STATED

LOCATION OF POINT(S) OF DIVERSION:

BIG WOOD RIVER	NWSESW	Sec. 12, Twp 01N, Rge 18E, BLAINE County
BIG WOOD RIVER	NWSENW	Sec. 25, Twp 01N, Rge 18E, BLAINE County(R)

PLACE OF USE TO BE IDLED UNDER THIS LEASE: 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	15			20.0												22.1		42.1

Total Acres: 42.1

Limited to acres within place of use described above: 12.9

<u>Combined Rights</u>	<u>Total Leased Acres</u>
37-20647, 37-20649 & 37-20651	12.9 AC

ADDITIONAL CONDITIONS OF ACCEPTANCE

1. The water right(s) referenced above is accepted into the bank and rented in accordance with a private agreement; the lessor is renting their own water rights for the duration of the lease.
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, the lease term expires, or upon request from the lessor to change the term of the lease, 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.
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.
 - b. If a change in ownership is processed by the Department during a rental season, rental payment will be made to the person or entity who is the lessor of record at the beginning of that rental season.
 - c. New lessor(s) of record will receive payment after the following rental season.
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. Use of this right is combined with water from Base Line Canal Co.
13. This right is measured and administered at the point of rediversion.
14. Use of water under this right 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.
15. 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(s).

STATE OF IDAHO
WATER RESOURCE BOARD

WATER SUPPLY BANK LEASE OR SALE APPLICATION CHECKLIST

RECEIVED
MAY 08 2014
DEPARTMENT OF
WATER RESOURCES

An application to lease or sell a water right into the Water Supply Bank must be prepared in accordance with the minimum requirements listed below to be acceptable for processing by the Department. 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. **Incomplete applications will be returned to applicants for completion.**

Designated Applicant Thomas M. O'Gara Family TrustWater Right No. 37-20635

One water right per application

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

YES

- ☒ Completed *Water Supply Bank Lease or Sale Application Checklist* (this form).
- ☒ Completed *Application to Sell or Lease a Water Right to the Water Supply Bank* (pages 2-3).
- ☒ Application filing fee of \$250.00. If you are submitting more than one lease application and the water rights have a common place of use, or common diversion rate, or common diversion volume, the combined maximum fee is \$500.00.

Attachment N/A YES

- | | | | |
|----|-------------------------------------|-------------------------------------|---|
| 1A | ☒ | ☐ | Contact information for <i>all owners</i> of the water right that is being leased or sold on this application. |
| 1B | ☒ | ☐ | An Internal Revenue Service (IRS) Form W-9 for the Designated Applicant. |
| 1C | ☒ | ☐ | <i>Notice of Change in Water Right Ownership</i> form (accessible from www.idwr.idaho.gov). |
| 1D | ☒ | ☐ | Written consent from irrigation district or water delivery company. |
| 1E | ☒ | ☐ | 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. |
| 3D | ☒ | ☐ | Evidence demonstrating that a water right has not been lost through abandonment or forfeiture pursuant to Section 42-222(2), Idaho Code. |
| 4 | ☒ | ☐ | 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. If you don't already have a detailed map, you can create one using IDWR's online General Mapping Tool (http://maps.idwr.idaho.gov/mapall/) to locate a water right place of use or point of diversion. |

Department Use OnlyFee Amount \$ 500⁰⁰Received By: CJDate Received: 5/8/14Receipt # C098811W-9 received? Yes ☐ No ☒ (Route W-9 to Fiscal)

Name on W-9:

**STATE OF IDAHO
WATER RESOURCE BOARD**

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

RECEIVED
MAY 08 2014
**DEPARTMENT OF
WATER RESOURCES**

1. CONTACT INFORMATION

- A. An application to sell or lease a water right to the Water Supply Bank must be completed by a Designated Applicant who is a recognized owner of the water right being sold or leased to the Water Supply Bank. If there are additional owners recorded for the property to which the water right is appurtenant, 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 Email Address _____
Mailing Address P.O. Box 370; Ketchum, Idaho 83340 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 completed an IRS Form W-9 (Attachment 1B)? Yes ☒ No ☐

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 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 1D).

E. 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 1E).

Name of Representative Erick Powell Organization Brockway Engineering, PLLC
Professional Title Engineer Email Address erick.powell@brockwayeng.com
Mailing Address 2016 Washington Street North #4, Twin Falls, ID 83301 Phone Number 208-736-8543

☐ 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

Water Right Number 37-20635 ☐ 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 a water right is being offered, complete Attachment 2)

3. GENERAL INFORMATION

- A. Please provide a description of the current water diversion system.

Groundwater pumped from the aquifer and fed into the irrigation distribution system.

- B. 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 combined in PPU boundary and limited to 2028.7 acres of irrigation. Rights in PPU 37-115F, 501B, 501C, 577K, 590B, 597B, 2502, 2568, 2581, 2599, 2604, 2616, 7758, 20635, 20637, 30639, 20641, 20643, 20645, 20647, 20649, and 20651

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

Yes ☐ No ☒

If yes, describe. _____

D. 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 water right has not been lost through abandonment or forfeiture pursuant to Section 42-222(2), Idaho Code. _____

E. 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. _____

4. 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, for a period from 5/1/2014 to 5/1/2019 (maximum lease period 5 years).
(Month / Day / Year) (Month / Day / Year)

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.

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 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 provisions are stayed.
5. Acceptance of a water right into the Bank does not, in itself, confirm the validity of the water right or any elements of the water right.

Signature of Designated Applicant _____

Printed Name _____

Date 5/1/19

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 2

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

- | 1. <u>Water Right Number</u> | <u>Amount (cfs/ac-ft)</u> | <u>Nature of Use</u> | <u>Period of Use</u> |
|------------------------------|---------------------------|----------------------|-----------------------------|
| <u>37-20635</u> | <u>0.18 cfs/50 acft</u> | <u>Irrigation</u> | <u>4/01</u> to <u>11/01</u> |
| | | | to |
| | | | to |
| | | | to |
| | | | to |
| | | | to |

Total Amount: 0.18 cfs/50 acft

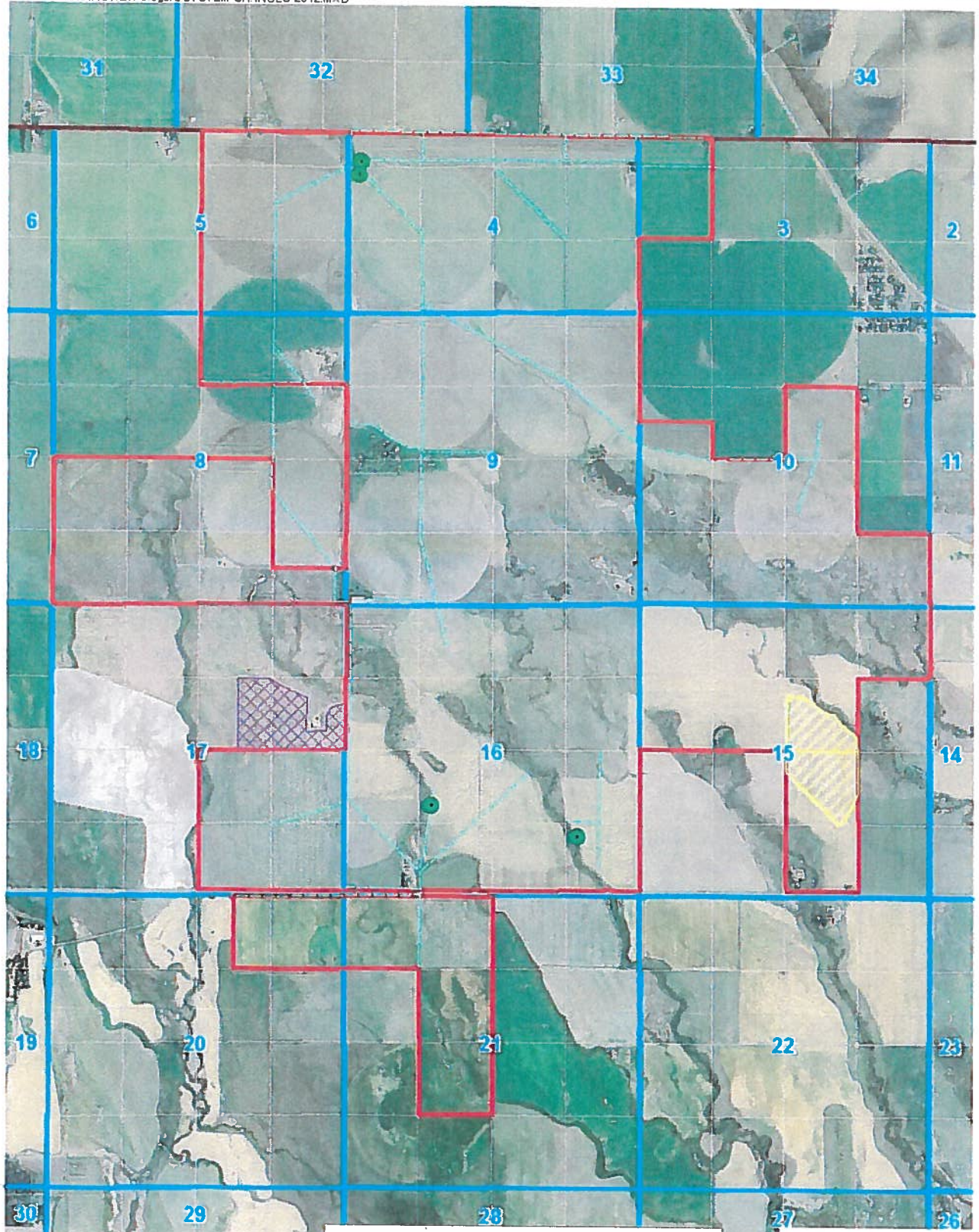
2. Source of water Groundwater tributary to _____
3. Point(s) of Diversion: _____

Twp	Rge	Sec	Lot	¼	¼	¼	County
1S	19E	4	4	NW	SW	NW	Blaine County
1S	19E	4		NW	NW	SW	Blaine County

4. Lands irrigated or place of use:

[illegible]

If the water right is for irrigation, show total number of acres offered to the Bank. **Total Acres** 42.1



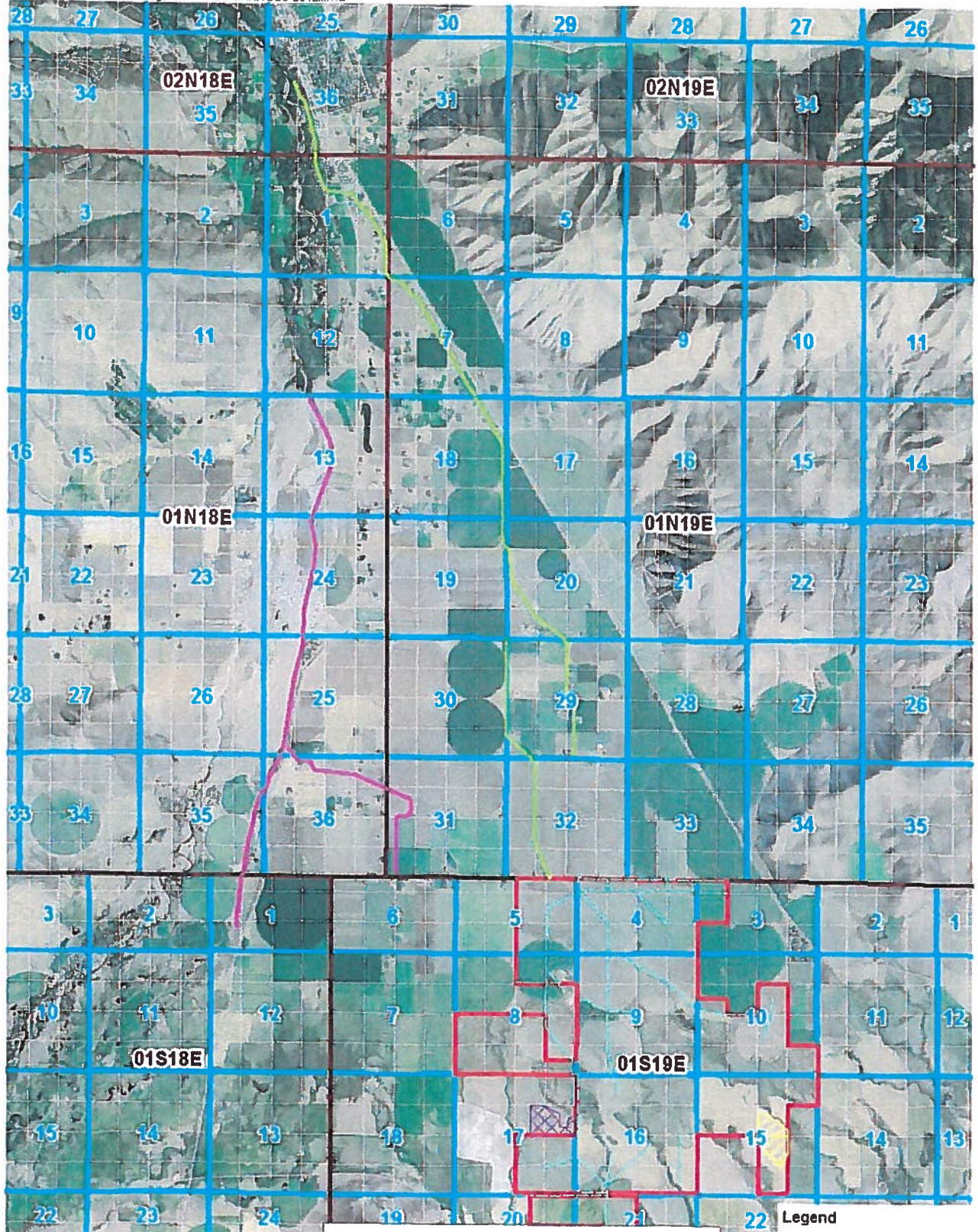
0 0.225 0.45 Miles

**O'GARA - SILVER SPRING RANCH
WATER BANK APPLICATIONS
FOR LEASE AND RENTAL
NAIP 2013 AERIAL**

- Legend**
- GROUNDWATER POD
 - DISTRIBUTION SYSTEM
 - AREA TO DRIED UP
 - NEW IRRIGATION
 - PPU BOUNDARY

BROCKWAY ENGINEERING, PLLC.
GEP - APR 29, 2014

N
↑



**O'GARA - SILVER SPRING RANCH
WATER BANK APPLICATIONS
FOR LEASE AND RENTAL
NAIP 2013 AERIAL**

- Legend**
- DISTRICT 45
 - BASELINE CANAL
 - DISTRIBUTION SYSTEM
 - AREA TO DRIED UP
 - NEW IRRIGATION
 - PPU BOUNDARY

0 0.5 1 Miles

Table 1: Summary of Water Rights and combined limits

Water Right No.	Source	Water Right		Water Bank Lease		
		Rate	Volume	Rate	Volume	
37-115F	^{a c} BWR - District 45	1.00 cfs	NA	0.02 cfs	NA	^{h j}
37-501B	^{a c} BWR - District 45	0.40 cfs	NA	0.01 cfs	NA	^{h j}
37-501C	^{a c} BWR - District 45	2.00 cfs	NA	0.04 cfs	NA	^{h j}
37-577K	^{a d} BWR - District 45	1.38 cfs	NA	0.03 cfs	NA	^{h k}
37-590B	^{a c} BWR - District 45	1.00 cfs	NA	0.02 cfs	NA	^{h j}
37-597B	^{a c} BWR - District 45	0.70 cfs	NA	0.01 cfs	NA	^{h j}
37-2502	^{abc} Groundwater	5.00 cfs	938 acft	0.10 cfs	19 acft	^{hij}
37-2568	^{abd} Groundwater	3.20 cfs	539 acft	0.07 cfs	11 acft	^{hik}
37-2581	^{abe} Groundwater	3.00 cfs	1188 acft	0.06 cfs	25 acft	^{hil}
37-2599	^{abe} Groundwater	1.50 cfs	594 acft	0.03 cfs	12 acft	^{hil}
37-2604	^{abe} Groundwater	2.50 cfs	990 acft	0.05 cfs	21 acft	^{hil}
37-2616	^{abe} Groundwater	2.98 cfs	1180 acft	0.06 cfs	24 acft	^{hil}
37-7758	^{abe} Groundwater	3.50 cfs	525 acft	0.07 cfs	11 acft	^{hil}
37-20635	^{abf} Groundwater	8.88 cfs	2420 acft	0.18 cfs	50 acft	^{him}
37-20637	^{abfg} Groundwater	1.58 cfs	238 acft	0.03 cfs	5 acft	^{himn}
37-20639	^{abfg} Groundwater	2.45 cfs	287 acft	0.05 cfs	6 acft	^{himn}
37-20641	^{af} BWR - Baseline	0.96 cfs	NA	0.02 cfs	NA	^{hm}
37-20643	^{af} BWR - District 45	0.67 cfs	NA	0.01 cfs	NA	^{hm}
37-20645	^{af} BWR - Baseline	5.40 cfs	NA	0.11 cfs	NA	^{hm}
37-20647	^{af} BWR - Baseline	0.48 cfs	NA	0.01 cfs	NA	^{hm}
37-20649	^{af} BWR - Baseline	4.34 cfs	NA	0.09 cfs	NA	^{hm}
37-20651	^{af} BWR - Baseline	0.96 cfs	NA	0.02 cfs	NA	^{hm}

Water Right Combined Limits

- ^a Limited to 53.88 cfs and 2028.7 acres of irrigation
- ^b Limited to 34.59 cfs and 6709.5 acft on 2028.7 acres of irrigation
- ^c Limited to 268 acres
- ^d Limited to 154 acres
- ^e Limited to 2526 acft and 721.7 acres
- ^f Limited to 885 acres
- ^g Limited to 287 acft and 79.1 acres

Combined Limits of Leased Water

- ^h Limited to 1.12 cfs and 42.1 acres of irrigation
- ⁱ Limited to 0.72 cfs and 139 acft on 42.1 acres of irrigation
- ^j Limited to 5.6 acres
- ^k Limited to 3.2 acres
- ^l Limited to 52.4 acft and 15 acres
- ^m Limited to 18.4 acres
- ⁿ Limited to 6 acft on 1.64 acres of irrigation

Table 2: Summary of Rented Water Rights

Source	Rate	Volume
BWR - District 45	0.14 cfs	NA
Groundwater	0.72 cfs	139 acft
BWR - Baseline	0.25 cfs	NA
Total	1.12 cfs	139 acft

STATE OF IDAHO
WATER RESOURCE BOARD

APPLICATION TO RENT WATER FROM THE WATER SUPPLY BANK

RECEIVED

MAY 08 2014

**DEPARTMENT OF
WATER RESOURCES**

This application must be prepared in accordance with the minimum requirements listed to be acceptable for processing by the Department. Incomplete applications will be returned.

Name of Renter(s) Thomas M O'Gara Family Trust

Mailing Address P.O. Box 370; Ketchum, Idaho 83340

Phone 208-726-3030

Email _____

A. DESCRIPTION OF WATER SOUGHT FOR RENT

1. <u>Maximum Flow Rate (cfs)</u>	<u>Maximum Volume (ac-ft)</u>	<u>Nature of Use</u>	<u>Period of Use</u>
<u>0.23 cfs</u>	_____	<u>Irrigation</u>	<u>4/1</u> to <u>11/1</u>
_____	_____	_____	_____ to _____
_____	_____	_____	_____ to _____
Total: <u>0.23 cfs</u>			

2. Source of water Big Wood River tributary to Malad River

3. Point(s) of Diversion:

TWP	RGE	SEC	GOVT LOT	1/4	1/4	1/4	County
1N	18E	12		NW	SE	SW	Blaine County
1N	18E	25		NW	SE	NW	Re-diversion - Blaine County

4. Lands to be irrigated or place of use:

TWP	RGE	SEC	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
1S	19E	17			18	24.1												42.1	

If the use is for irrigation, show total number of acres proposed through rental.

Total Acres 42.1

B. OWNERSHIP

1. Do you own the land at the proposed point of diversion?

Yes ☐ No ☒

If no, list owner, contact information, and attach a copy of the agreement or other written authority to use the proposed point of diversion. Existing POD for Baseline Canal

2. Do you own the land at the proposed place of use?

Yes ☐ No ☒

If no, list owner, contact information, and attach a copy of the agreement or other written authority to use the proposed place of use.

C. MAP

Attach a map identifying the proposed point(s) of diversion, place(s) of use, and water diversion and distribution system details as described by this application in section A. Include legal description labels.

D. GENERAL INFORMATION

1. Please provide a description of the proposed diversion system.
Existing diversions system for the Silver Springs Ranch, including storage, pumps, pipes, and distribution.
2. Describe any other water rights diverted through the same point(s) of diversion or used for the same purpose(s) as described above.
The Thomas M. O'Gara Family Trust has leased 42.1 acres of water rights to the bank to be rented to irrigate this property.
3. Will the proposed place of use receive water from any other source? Yes ☒ No ☐
If yes, describe. Part of the leased water includes groundwater rights and water from the Big Wood River.
4. If the proposed use is not for irrigation, please provide a detailed description of the proposed use and how you determined the amount of water required. Attach additional sheets if needed. _____
5. Are there any other applications pending before the Department, such as an application for permit or transfer, for the same use(s) proposed by this rental? Yes ☐ No ☒
If yes, describe. _____
6. Was this rental application submitted in response to a Notice of Violation or a pending Notice of Violation? Yes ☐ No ☒
If yes, describe. _____

E. RENTAL TERM

- Do you wish to rent water from the Board's bank for more than one (1) year? Yes ☒ No ☐
If yes, please specify the number of years desired through proposed rental. 5 Years

I hereby assert that the information contained in this application is true to the best of my knowledge. I understand that any willful misrepresentations made in this application may result in rejection of the application or cancellation of an approval.

If this application is approved, the applicant agrees to the following:

1. The use of water under this agreement shall be subject to the provisions of Section 42-1766, Idaho Code.
2. Renter shall comply with all applicable state and federal laws while using water under this agreement.
3. Renter shall hold the Board, the Director, and the state of Idaho harmless from all liability on account of negligent acts of the renter.
4. 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.
5. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
6. Renter is not authorized to use water proposed by this application until the rental fees are paid in full and the renter receives an executed copy of the agreement signed by the Director.

Signature of Applicant

Printed Name and Title*

Date

Signature of Applicant

Printed Name and Title*

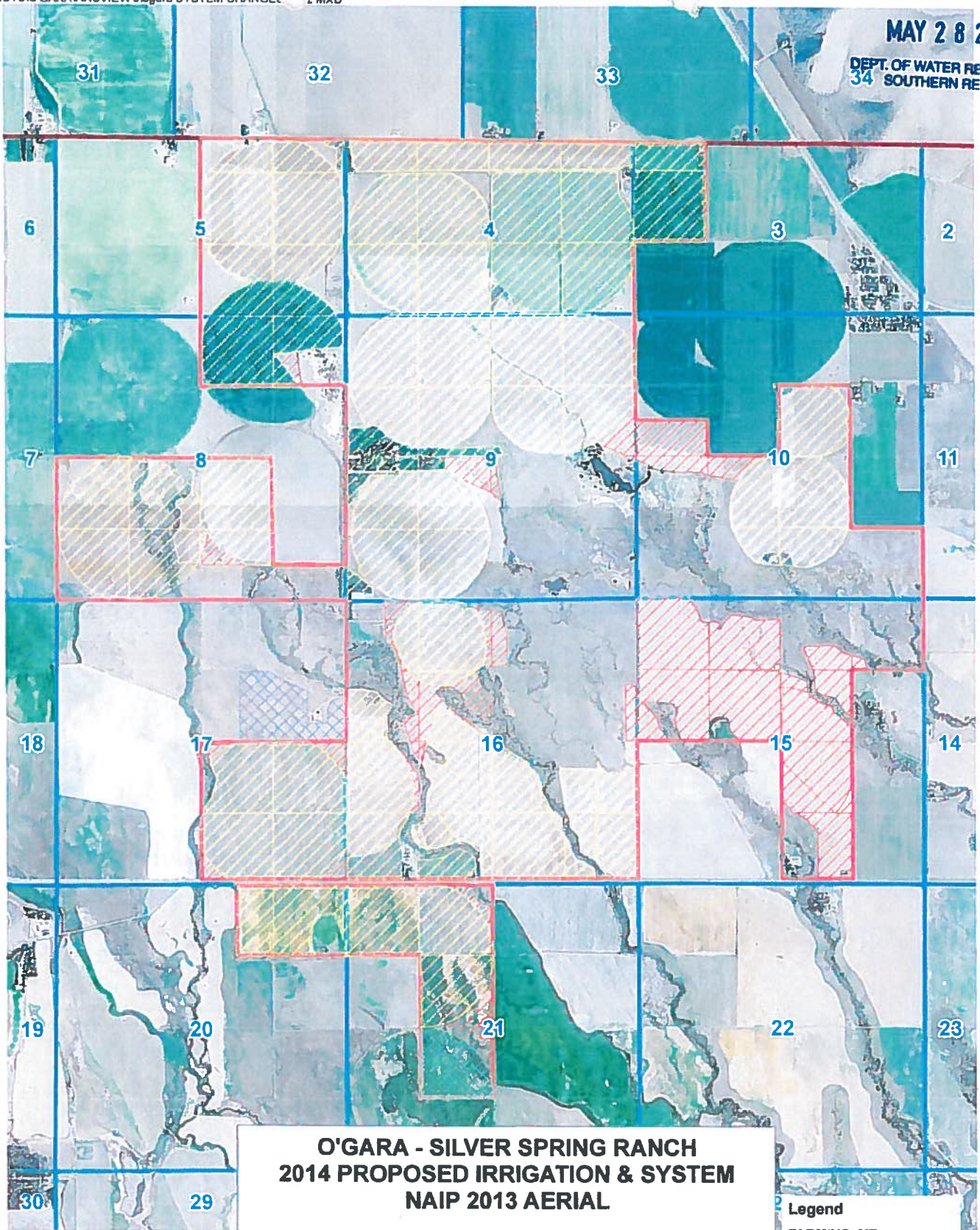
Date

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

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

MAY 28 2014

DEPT. OF WATER RESOURCES
34 SOUTHERN REGION



**O'GARA - SILVER SPRING RANCH
2014 PROPOSED IRRIGATION & SYSTEM
NAIP 2013 AERIAL**

**ALLOWED IRRIGATION = 2,028.7 AC.
ACTUAL IRRIGATION = 1951.9 AC.
WATER BANK ACRES = 31.5 AC (STEVENSON)
42.1 AC (CLAYTON)**

0 0.225 0.45 Miles

BROCKWAY ENGINEERING, PLLC.
GEP - APR 4, 2014

Legend

FARMING_ME

- DRY FARMED
- IRRIGATION
- WB - STEVENSON
- WB - CLAYTON
- O'Gara_PPU



T. # 76de58

STATE OF IDAHO
WATER RESOURCE BOARDAPPLICATION TO RENT WATER
FROM THE WATER SUPPLY BANKRECEIVED
MAY 08 2014
DEPARTMENT OF
WATER RESOURCES

This application must be prepared in accordance with the minimum requirements listed to be acceptable for processing by the Department. Incomplete applications will be returned.

Name of Renter(s) Thomas M O'Gara Family TrustMailing Address P.O. Box 370; Ketchum, Idaho 83340Phone 208-726-3030

Email _____

A. DESCRIPTION OF WATER SOUGHT FOR RENT

1. Maximum Flow Rate (cfs) Maximum Volume (ac-ft) Nature of Use Period of Use
0.72 cfs 185 acft Irrigation 4/1 to 11/1
 _____ to _____
 _____ to _____
 Total: 0.72 cfs 185 acft

2. Source of water Groundwater tributary to _____

3. Point(s) of Diversion:

TWP	RGE	SEC	GOVT LOT	1/4	1/4	1/4	County
1S	19E	4	4	NW	SW	NW	Blaine County
1S	19E	4		NW	NW	SW	Blaine County
1S	19E	16		SW	NE	SW	Blaine County
1S	19E	16		NW	SE	SE	Blaine County

4. Lands to be irrigated or place of use:

TWP	RGE	SEC	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
1S	19E	17			18	24.1													42.1

If the use is for irrigation, show total number of acres proposed through rental.

Total Acres 42.1

B. OWNERSHIP

1. Do you own the land at the proposed point of diversion?

Yes ☒ No ☒

If no, list owner, contact information, and attach a copy of the agreement or other written authority to use the proposed point of diversion. _____

2. Do you own the land at the proposed place of use?

Yes ☐ No ☒

If no, list owner, contact information, and attach a copy of the agreement or other written authority to use the proposed place of use. _____

C. MAP

Attach a map identifying the proposed point(s) of diversion, place(s) of use, and water diversion and distribution system details as described by this application in section A. Include legal description labels.

D. GENERAL INFORMATION

1. Please provide a description of the proposed diversion system.
Existing diversions system for the Silver Springs Ranch, including wells, storage, pumps, pipes, and distribution.
2. Describe any other water rights diverted through the same point(s) of diversion or used for the same purpose(s) as described above.
The Thomas M. O'Gara Family Trust has leased 42.1 acres of water rights to the bank to be rented to irrigate this property.
3. Will the proposed place of use receive water from any other source? Yes ☒ No ☐
If yes, describe. Part of the leased water includes groundwater rights and water from the Big Wood River.
4. If the proposed use is not for irrigation, please provide a detailed description of the proposed use and how you determined the amount of water required. Attach additional sheets if needed. _____
5. Are there any other applications pending before the Department, such as an application for permit or transfer, for the same use(s) proposed by this rental? Yes ☐ No ☒
If yes, describe. _____
6. Was this rental application submitted in response to a Notice of Violation or a pending Notice of Violation? Yes ☐ No ☒
If yes, describe. _____

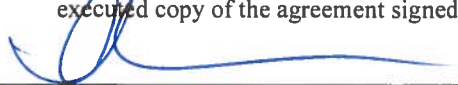
E. RENTAL TERM

- Do you wish to rent water from the Board's bank for more than one (1) year? Yes ☒ No ☐
If yes, please specify the number of years desired through proposed rental. 5 Years

I hereby assert that the information contained in this application is true to the best of my knowledge. I understand that any willful misrepresentations made in this application may result in rejection of the application or cancellation of an approval.

If this application is approved, the applicant agrees to the following:

1. The use of water under this agreement shall be subject to the provisions of Section 42-1766, Idaho Code.
2. Renter shall comply with all applicable state and federal laws while using water under this agreement.
3. Renter shall hold the Board, the Director, and the state of Idaho harmless from all liability on account of negligent acts of the renter.
4. 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.
5. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
6. Renter is not authorized to use water proposed by this application until the rental fees are paid in full and the renter receives an executed copy of the agreement signed by the Director.


Signature of Applicant

Printed Name and Title*

5/1/12
Date

Signature of Applicant

Printed Name and Title*

Date

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

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

STATE OF IDAHO
WATER RESOURCE BOARDAPPLICATION TO RENT WATER
FROM THE WATER SUPPLY BANK

RECEIVED

MAY 08 2014

DEPARTMENT OF
WATER RESOURCES

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Email _____

A. DESCRIPTION OF WATER SOUGHT FOR RENT

1. Maximum Flow Rate (cfs) Maximum Volume (ac-ft) Nature of Use Period of Use
0.17 cfs _____ Irrigation 4/1 to 11/1
 _____ to _____
 _____ to _____
 Total: 0.17 cfs _____

2. Source of water Big Wood River tributary to Malad River

3. Point(s) of Diversion:

TWP	RGE	SEC	GOVT LOT	1/4	1/4	1/4	County
2N	18E	36	3	NE	SW	NW	Blaine County

4. Lands to be irrigated or place of use:

TWP	RGE	SEC	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
1S	19E	17			18	24.1													42.1

If the use is for irrigation, show total number of acres proposed through rental.

Total Acres 42.1

B. OWNERSHIP

1. Do you own the land at the proposed point of diversion?

Yes ☐ No ☒

If no, list owner, contact information, and attach a copy of the agreement or other written authority to use the proposed point of diversion. Existing POD for District 45 Canal

2. Do you own the land at the proposed place of use?

Yes ☐ No ☒

If no, list owner, contact information, and attach a copy of the agreement or other written authority to use the proposed place of use.

C. MAP

Attach a map identifying the proposed point(s) of diversion, place(s) of use, and water diversion and distribution system details as described by this application in section A. Include legal description labels.

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5. Are there any other applications pending before the Department, such as an application for permit or transfer, for the same use(s) proposed by this rental? Yes ☐ No ☒
If yes, describe. _____
6. Was this rental application submitted in response to a Notice of Violation or a pending Notice of Violation? Yes ☐ No ☒
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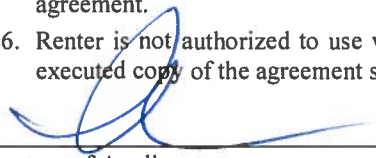
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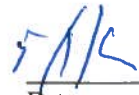
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3. Renter shall hold the Board, the Director, and the state of Idaho harmless from all liability on account of negligent acts of the renter.
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6. Renter is not authorized to use water proposed by this application until the rental fees are paid in full and the renter receives an executed copy of the agreement signed by the Director.



Signature of Applicant

Printed Name and Title*



Date

Signature of Applicant

Printed Name and Title*

Date

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

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



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

February 20, 2015

THOMAS M OGARA FAMILY TRUST
PO Box 370
Ketchum ID 83340

RESPONSE DEADLINE

4/1/2015

RE: Water Supply Bank Rental Fees for 2015 Rental Agreements

Dear Renter,

The following are your 2015 water rentals from the Water Supply Bank:

Rental	Start	End	Water Right	Rental Volume (AF)	Total Rental Fee	Owner Fee (90%)	Admin Fee (10%)	Rental Fee Due Date
1	2014	2018	37-20645	51.5	\$250.58	\$0.00	\$250.58	5/18/2015
			Sub-Total	51.5	\$250.58	\$0.00	\$250.58	5/18/2015
2	2013	2017	37-2649B	112	\$191.40	\$1.00	\$190.40	4/29/2015
			Sub-Total	112	\$191.40	\$1.00	\$190.40	4/29/2015
			Total	163.5	\$441.98	\$1.00	\$441.06	4/29/2015

Please remit payment of **\$441.980** prior to the due dates above and enclose a copy of this letter with your payment.

If you have questions about your rental, you can contact the Water Supply Bank at 208-287-4800.

Regards,

Christine Field
Water Supply Bank Records Specialist



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 • Web Site: www.idwr.idaho.gov

GARY SPACKMAN
Director

C.L. "BUTCH" OTTER
Governor

November 26, 2014

THOMAS M OGARA FAMILY TRUST
PO BOX 370
KETCHUM ID 83340

RE: WATER SUPPLY BANK LEASE CONTRACT AND RENTAL AGREEMENT FOR RIGHTS 37-20635, 37-20637, 37-20639, 37-20641, 37-20643, 37-20645, 37-20647, 37-20649, and 37-20651

Dear Lessor/Renter:

Water Rights 37-20635, 37-20637, 37-20639, 37-20641, 37-20643, 37-20645, 37-20647, 37-20649, and 37-20651 were leased into the Water Supply Bank on November 26, 2014 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 at the original location until they are formally released from the Bank.**

Additionally, a fully executed Water Supply Bank Rental Agreement in connection with a potential rental of 147.4 acre-feet of water for the irrigation of 42.1 acres through 2018 is enclosed. Upon receipt of this fully executed agreement, you are authorized to divert water in compliance with the conditions of water use described in the agreement.

Please find enclosed a receipt in the amount of **\$250.58 for the payment of your 2014 rental.** Pursuant to the Water Supply Bank Rules, the rental fee will be retained by the Department to offset administrative costs since you are the owner of the right(s).

The rights will automatically be released from the Bank on **December 31, 2018**, unless the rights are released earlier by the Board, or upon your request.

If you have questions regarding this matter, please contact me at 287-4944.

Sincerely,

Cherie Palmer

WSB Process Point of Contact

Enclosures: Receipt No. C099467, Executed Lease Contract and Rental Agreement (copy)

c: Erick Powell-Brockway Engineering PLLC
Paul Arrington-Barker Rosholt & Simpson LLP
Sascha Marston-Fiscal
Allen Merritt-IDWR Southern Region
Kevin Lakey- Water Master, District #37



BROCKWAY
ENGINEERING
P.L.L.C.

Hydraulics

Hydrology

Water Resources

November 24, 2014

Ms. Cherie Palmer
Idaho Department of Water Resources
P.O. Box 83720
Boise, Idaho 83720

Re: Water Supply Bank Lease and Rental Applications
Project No. 327-36-2011

Dear Cherie,

Please find enclosed the signed lease and rental applications for the Thomas M. O'Gara Family Trust along with the rental fee of \$250.58.

Sincerely,

G. Erick Powell, Ph.D., P.E.

enclosed

cc: Paul Arrington

RECEIVED

NOV 25 2014

DEPARTMENT OF
WATER RESOURCES

CHARLES E.
BROCKWAY,
PH.D., P.E.

CHARLES G.
BROCKWAY,
PH.D., P.E.

2016 NORTH
WASHINGTON
STREET • SUITE 4

TWIN FALLS,
IDAHO 83301

208•736•8543

FAX: 736•8506



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 • Web Site: www.idwr.idaho.gov

GARY SPACKMAN
Director

C.L. "BUTCH" OTTER
Governor

November 13, 2014

THOMAS M O'GARA FAMILY TRUST
PO BOX 370
KETCHUM ID 83340

RE: APPLICATION(S) TO LEASE AND RENT WATER RIGHT(S) 37-20635, 37-20637, 37-20639, 37-20641, 37-20643, 37-20645, 37-20647, 37-20649, 37-20651 THROUGH THE WATER SUPPLY BANK

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

Dear Applicant:

Lease Applications

The Department of Water Resources has completed its review of your application to lease the above-mentioned water right to the Water Supply Bank. **I have enclosed two original Water Supply Bank Lease Contracts for your review and signature. Please sign and return BOTH 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, 2018**, unless the rights are released earlier by the Board, or upon your request. To release the 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. 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."

Rental Applications

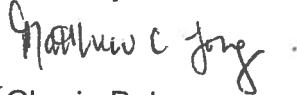
The Department of Water Resources acknowledges receipt of your application to rent water from the Water Supply Bank under the rights offered for lease. **I have enclosed a Water Supply Bank Rental Agreement for your review and signature.** Upon signature and return of the original agreement, together with the rental fee described below, the Department will also sign the original agreement and return an executed copy to you. Execution of the agreement and compliance with the conditions of approval authorize diversion and use of water as provided in the agreement.

A rental fee of \$2,505.80 was calculated for years 2014 through 2017 based on the current rental rate of \$17.00 per acre-foot, and \$2,948.00 for year 2018 based on the increased rental rate of \$20.00 per acre-foot, times a diversion volume of 147.4 acre-feet. Since you are both the lessor and the renter of the right(s), **you are only obligated to pay the 10% administrative fee or \$250.58 annually through 2017 and \$294.80 in 2018.** An annual payment shall be received by the Department prior to the execution of this agreement and prior to February 15 in all subsequent years 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. If you would like to terminate the agreement prior to the end of the rental period, you must submit written notice of your intent to the Department at least 30 days prior to the rental fee due date.

Please send a check for \$250.58 made payable to the Idaho Department of Water Resources, **together with the signed rental agreement, within 14 days** so I can complete processing.

If you have questions regarding this matter, please contact me at 287-4944.

Sincerely,



for Cherie Palmer
Water Rights Supervisor
WSB Process Point of Contact

Enclosure: Proposed Lease Contracts (2) & Rental Agreement (1)

- c. IDWR Front Desk
Paul Arrington – Barker Rosholt & Simpson LLP
Erick Powell – Brockway Engineering PLLC

MEMORANDUM

To: Water Right No(s). 37-20635, 37-20637, 37-20639, 37-20641, 37-20643, 37-20645, 37-20647, 37-20649, and 37-20651

From: Cherie Palmer

Date: 11/5/2014

Re: Review of Applications to Lease/Rent Water Rights to the State Water Supply Bank

PURPOSE/NARRATIVE: On May 8, 2014, Eric Powell of Brockway Engineering submitted 22 lease applications for the above described water rights on behalf of the right holder Thomas O'Gara Family Trust. He also submitted three rental applications to rent the leased water rights. He submitted three applications because there are different sources and PDs (ground water, Baseline Co. water and District #45 water).

I evaluated how the water rights overlap and found that there are three distinct groups within an overall PPU. Because the three groups can be peeled off from the others, they are not considered stacked, the total filing fee should have been \$1500. I asked for the \$1000 remaining filing fee. The attorney responded back and said he would rather not pursue a lease for all 22 water rights (see my October 23, 2014 email). The attorney and the consultant both agreed to pursue with a lease/rental package of only water rights 37-20635, 37-20637, 37-20639, 37-20641, 37-20643, 37-20645, 37-20647, 37-20649, and 37-20651. This water right group was selected because it represents water from ground water, water from Baseline Canal Co., and District 45 water.

I have marked the other lease applications as withdrawn and have returned them to the applicant. Copies have been retained for our records.

The applicant would like to use these water rights at a neighbor's land, the Caytons. Note that the proposed place of use is just barely outside of OGara's PPU. Note that I did not include any of the combined limit conditions on the lease although there are limits on the water rights. If I were to add them in the lease, I would have subtracted the proportionate amount from each combined limit condition, only to add it back in during the rental since they are not changing the conveyance system through the lease/rental package. I will use combined limits found on the water rights on the rental.

Last year a lease was approved through 2017 for some of the OGara rights. The lease reduced the acreage that can be authorized within their PPU by 32 acres. Upon approval the OGaras were limited to a PPU of 1,996.7 acres. The current lease before the bank would further cut their PPU by 42.1 acres for a grand total of 1,954.6 acres.

In May of this year, the applicant submitted a map showing the acres they would be irrigating within their PPU for 2014. They identified the irrigation of 1,951.9 acres. This number does not include the rental and proposed rental so they are irrigating within their PPU constraints.

Note that last year a rental was approved for the OGaras that authorized 32 acres of irrigation for the period of 2013-2017.

The rental before the bank now will grant another 42.1 acres. These acres will not be incorporated into the PPU as they have specific lands in which they will be applied.

The area to be dried up is not located within the PPU that the applicant submitted earlier this year. This is okay as long as the PPU the applicant submits during the duration of the leases/rental, is limited to 1,954.6 acres or less. This is based on the following:

Original PPU =	2028.7 acres
PPU after 2013-2017 Lease =	-32 acres
PPU after 2014-2018 Lease =	<u>-42.1 acres</u>
	1,954.6 acres authorized under the PPU

AUTHORITY TO FILE: Thomas M OGara Family Trust is the owner of record for all the above referenced water rights. I couldn't decipher the signature on the lease application so I referred to an agreement in last year's lease documentation. The signature on the rental and lease applications matches the signature of Thomas M. OGara who is a trustee of the trust. Note that the applicant does not own the proposed place of use under the rental. The Cayton's own the land at the PD and POU and have given permission for the applicant to file this bank application.

WATER RIGHT VALIDITY: The above referenced water rights have been decreed in the SRBA in 2009, 2010, and 2011. All of these water rights are confirmed and valid.

INJURY TO OTHER WATER RIGHTS: The following water rights are delivered through District 45: 20641 and 37-20643.

The applicant acquired consent from District #45 to lease these rights to the bank. The District #45 requested that the Department hold back 28% in their system to avoid injury to other users in the District. Because the water will not be leaving District #45 through the rental, no water will be held back through the rental. This lease will be cancelled if OGara decided to no longer pursue the rental of his water rights in order to avoid having the water leave the system without withholding the appropriate 28%.

The following water rights are delivered through the Baseline canal co: 37-20647, 37-20649, and 37-20651. The applicant has acquired consent from Baseline to lease/rent these water rights.

ENLARGEMENT OF USE: No enlargement is evident through the lease or rental.

LOCAL PUBLIC INTEREST: Review staff has no information to suggest this application is inconsistent with the local public interest.

BENEFICIAL USE/CONSERVATION OF WATER RESOURCES: The lease appears consistent with the conservation of water resources in Idaho.

DEPARTMENT STAFF OR WATERMASTER COMMENTS: The leased right(s) are subject to Water District no. 37. Kevin Lakey, watermaster, has been contacted for comment. Kevin would like to have measuring devices installed on the GW diversions (they became required once the gw district was formed). The bank can't withhold the approval of a lease/rental package based on measuring device deficiencies; however, the watermaster can curtail the ground water rights. A sentence will be added to the cover letter that addresses the requirement and possible repercussions. In addition, Allen Merritt of southern region has been contacted for comment. See Allen's comments.

Attachment: Map

Palmer, Cherie

Subject: FW: Water Supply Bank Rental/Lease Package-O'Gara

From: Merritt, Allen
Sent: Tuesday, July 29, 2014 11:02 AM
To: Palmer, Cherie
Subject: RE: Water Supply Bank Rental/Lease Package-O'Gara

I suspect some of these right are delivered thru the District 45 Canal. They have been really sensitive about shifting things in their canal so recommend that comments be sought from them as well.

Maybe the rights are delivered thru the Baseline instead of D45 canal so maybe consult Baseline folks.

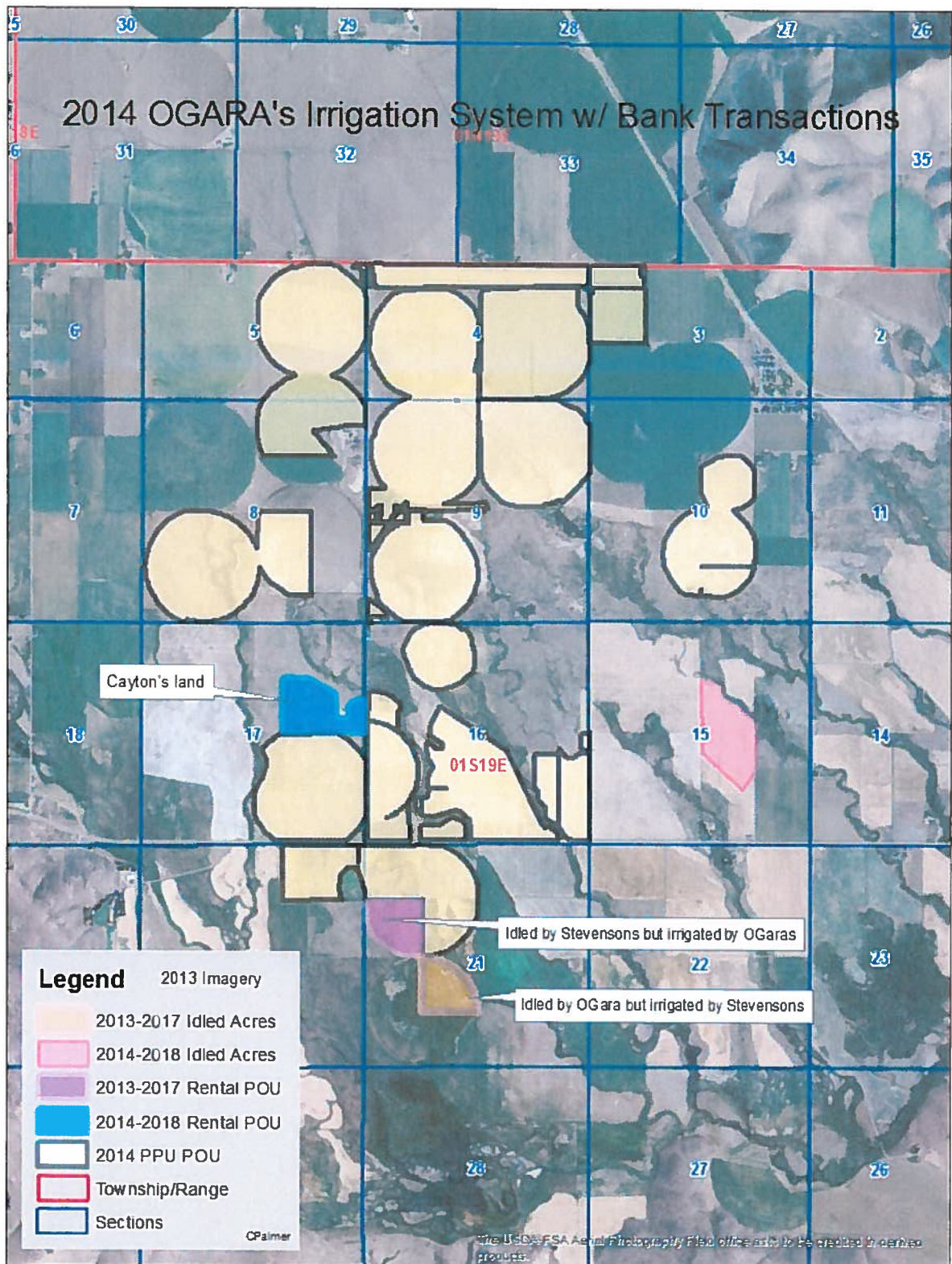
From: Palmer, Cherie
Sent: Tuesday, July 29, 2014 10:18 AM
To: Merritt, Allen; watermanager@Cableone.net
Subject: Water Supply Bank Rental/Lease Package-O'Gara

Gentlemen,

I have a lease/rental package before me from the Thomas M. O'Gara Family Trust. They simply want to take some water rights and irrigate a neighbor's land. My attached memo is a little lengthy but I wanted to address the rental/lease they were involved in last year (2013-2017). I also confirmed that they are still operating within their PPU constraints. I believe all pieces are in place and this is approvable. Please let me know as soon as you get a chance if you have any concerns. Thanks.

Cherie

2014 OGARA's Irrigation System w/ Bank Transactions



OVERLAP ANALYSIS FOR WATER RIGHT 37-115F FOR WSB APPLICATION TO LEASE

Priority	Rate	Leased	ACRES	Leased AF	AF	Leased Ac
1955 37-2581	3	0.14	721.7	30	1188	7.1
1957 37-2599	1.5	0.07	721.7	15	594	3.5
1958 37-2604	2.5	0.12	721.7	25	990	6
1959 37-2616	2.98	0.14	721.7	29	1180.1	7.1
1979 37-7758	3.5	0.17	175	13	525	8.3
Combined Limit	13.48	0.64	721.7	112	2526	32
	Additive		Limit		Limit	

1949 37-2502	5	268	938
1955 37-2568	3.2	154	539
1955 37-2581	3	721.7	1188
1957 37-2599	1.5	721.7	594
1958 37-2604	2.5	721.7	990
1959 37-2616	2.98	721.7	1180.1
1979 37-7758	3.5	175	525
1977 37-20635	8.88	806.5	2419.5
1947 37-20637	1.58	79.1	238.3
1946 37-20639	2.45	79.1	287
Combined Limit	34.59	2028.7	6709.5
	Additive	Limit	Limit

*	37-115f	1	268	Volume
*	37-501b	0.4	268	
*	37-501c	2	268	
*	37-577k	1.38	154	
*	37-590b	1	268	
*	37-597b	0.7	268	
	37-2502	5	268	938
	37-2568	3.2	154	539
	37-2581	3	721.7	1188
	37-2599	1.5	721.7	594
	37-2604	2.5	721.7	990
	37-2616	2.98	721.7	1180.1
	37-7758	3.5	175	525
	37-20635	8.88	806.5	2419.5
	37-20637	1.58	79.1	238.3
	37-20639	2.45	79.1	287
*	37-20641	0.96	33.3	
*	37-20643	0.67	33.3	
**	37-20645	5.4	308.7	
**	37-20647	0.48	270.1	
**	37-20649	4.34	270.1	
**	37-20651	0.96	270.1	
	Combined Limit	53.88	2028.7	
		Additive	Limit	

Overlap Analysis Conclusion: Right 37-2599 is completely overlapped by each right in Group A and is overlapped by Group C. It appears that Group B does not overlap Group A.

Group A groundwater
Group B groundwater
Group C surface water

created by Cpalmer 5/22/2013

*District #45
**Base Line

cfs 34.59
volume 8898.9

268
154
721.7
885
2028.7

268 acres is a limit
154 acre limit (577k+2568)
721.7 acre is a limit
These groups are limited to 885 acres

[illegible]

Palmer, Cherie

From: Erick Powell [erick.powell@brockwayeng.com]
Sent: Thursday, October 30, 2014 1:41 PM
To: Palmer, Cherie; 'Paul Arrington'
Subject: RE: OGara Lease Applications

Dear Cherie,

Paul and I have discussed which combination of water rights to use, and we are fine using the combined group that is limited to 885 acres that contains water from groundwater and the Big Wood River through Baseline Canal and District 45. That will result in 9 water rights being part of the lease/rental applications. The Table will change as follows:

Water Right	Total Flow (cfs)	Total Acres	Total Volume (acft)	Submitted Flow (cfs)	Submitted Acres	Submitted Volume (acft)
37-20635	8.88	806.5	2419.5	0.42	38.4	115.1
37-20637	1.58	79.1	238.3	0.08	3.8	11.3
37-20639	2.45	79.1	287	0.12	3.8	13.7
37-20641	0.96	33.3	--	0.05	1.6	--
37-20643	0.67	33.3	--	0.03	1.6	--
37-20645	5.4	308.7	--	0.26	14.7	--
37-20647	0.48	270.1	--	0.02	12.9	--
37-20649	4.34	270.1	--	0.21	12.9	--
37-20651	0.96	270.1	--	0.05	12.9	--
Combined Limitations	--	885	--	--	42.1	--

The rental applications will change as outlined below:

Source	Flow Rate (cfs)	Acres	Volume (acft)
Groundwater	0.61	42.1	140.9
Baseline Canal	0.53	42.1	--
District 45	0.08	42.1	--

Regards,
Erick

From: Erick Powell [mailto:erick.powell@brockwayeng.com]
Sent: Thursday, October 30, 2014 9:48 AM
To: 'Palmer, Cherie'; 'Paul Arrington'
Subject: RE: OGara Lease Applications

Dear Cherie,

I understand that you and Paul discussed the lease/rental applications by the Thomas M. O'Gara Family Trust in detail and came to an understanding that we could revise the lease/rental applications with an email. Therefore on behalf of Tom O'Gara and the Thomas M. O'Gara Family Trust, we would like to amend the water bank lease and rental applications to reduce the number of water rights leased to the water supply bank and adjust the rented water quantity and volume from the water supply bank. The number of acres will not change.

The number of water rights leased to the Water Supply Bank will be reduced from 22 water rights to 5 water rights. The water rights submitted to the bank are presented in Table 1. The source of these 5 water rights is groundwater and the total number of acres that will be dried up in the current PPU is 42.1 acres.

Table 1: The breakdown the water rights submitted to the water supply bank

Water Right	Total Flow (cfs)	Total Acres	Total Volume (acft)	Submitted Flow (cfs)	Submitted Acres	Submitted Volume (acft)
37-2581	3.00	721.7	1188	0.18	42.1	69.3
37-2599	1.50	721.7	594	0.09	42.1	34.65
37-2604	2.50	721.7	990	0.15	42.1	57.75
37-2616	2.98	721.7	1180.1	0.17	42.1	68.84
37-7758	3.50	175	525	0.84	42.1	126.3
Combined Limitations	--	721.7	2526	--	42.1	147.35

All water supply lease applications not included in Table 1 are respectfully withdrawn from being included in the lease applications to the water supply bank.

Originally, three rental applications were submitted to the Water Supply Bank. We would like to withdraw the rental applications from the Big Wood River; the groundwater rental application will be the only rental application left, which will be revised as outlined. The maximum flow rate for rental will be the sum of the leased groundwater rights in Table 1 (1.43 cfs). The maximum volume will be limited to 3.5 ft/acre over 42.1 acres or 147.35 acft. The points of diversion will remain the same, as will the place of use. All other aspects of the rental application will remain as outlined.

It is my understanding that the rental fee previously submitted is sufficient to cover the fee associated with these lease applications. If you have any additional questions, please do not hesitate to contact me or Paul.

Regards,
Erick Powell

G. Erick Powell, Ph.D., P.E.
Brockway Engineering, PLLC
2016 Washington Street North, #4
Twin Falls, Idaho 83301
Office: 208-736-8543
erick.powell@brockwayeng.com

All information, calculations, maps, drawings, or other documents transmitted via email are preliminary unless explicitly stated in the email text or in the documents themselves.

From: Palmer, Cherie [<mailto:Cherie.Palmer@idwr.idaho.gov>]
Sent: Thursday, October 23, 2014 4:55 PM
To: Paul Arrington
Cc: Erick Powell
Subject: OGara Lease Applications

Paul,

I attached the Board resolution we talked about today. I'm sorry I couldn't explain our fees as clearly as I would have liked. Moreover I wish I would have identified the need for the larger filing fee sooner.

In an attempt to clarify how the lease fee works, I attached a spreadsheet that I created last year. The data on the right side of the spreadsheet breaks down how all 22 water rights combine together to create the permissible place of use.

Water rights 37-115F through 37-2568 share the same 268 acres. Water rights 37-2581 through 37-7758 share 721.7 acres. Water rights 37-20635 through 37-20651 share 885 acres. When these subsets within the PPU are added, you get 2,028.7 acres. When water rights are added together to equal the PPU acreage, the water rights are not considered stacked. This means these water rights can be pulled apart, or compartmentalized, in the three groups above; those groups of water rights are not considered stacked.

Per our telephone conversation today I realize that you are not in favor of submitting additional filing fees to lease in all three groups (\$1,500). Instead you would like to pull one group out and lease those water rights in order to serve your client's pending rental application. I can accept a blanket withdrawal statement from you in order to make that happen. That withdrawal can be submitted by email. Please indicate which water rights you would like to withdraw in your email.

If O'Gara would like to use both surface and ground water to the proposed rental place of use, I recommend picking a group that has both surface and ground water rights stacked; i.e. group 37-115F through 37-2568 or group 37-20635 through 37-20651. In my opinion, the latter group would probably work better since it includes water from District #45 and BaseLine.

Once you decide which water rights you would like to use for the rental, please submit a new spreadsheet, similarly to Table 1 of the original lease application, that indicates a proportionate amount being leased into the bank. The new Table will be considered an Amendment to the description of water right portion offered to the Water Supply Bank.

I apologize for your frustrations and truly hope that in coming years the bank flushes out and improves items of confusion. It might not seem like it right now since we have been so busy just processing applications but, the bank is certainly committed to make things easier to understand for everybody. To help achieve this, suggestions and comments are always welcome. You can email Bank@idwr.idaho.gov for such purposes.

Cherie Palmer, Water Rights Supervisor

Idaho Dept of Water Resources

Water Allocation Bureau

322 E. Front Street (Front St. & Broadway Ave)

Mail: PO BOX 83720 Boise, ID 83720-0098

email: cherie.palmer@idwr.idaho.gov

phone: (208) 287-4944

fax: (208) 287-6700

No virus found in this message.

Checked by AVG - www.avg.com

Version: 2014.0.4765 / Virus Database: 4040/8427 - Release Date: 10/21/14

Palmer, Cherie

From: Paul Arrington [pla@idahowaters.com]
Sent: Wednesday, October 08, 2014 3:14 PM
To: Palmer, Cherie
Cc: Paul Arrington; Erick Powell
Subject: FW: Send data from Tosh6540cTwin [PLA_E-MAIL] 10/08/2014 13:29
Attachments: DOC100814.pdf

Cherie:

Attached is the statement from the Base Line Canal Company. I believe you have all you need to process the O'Gara Water Bank Application.

Thanks,

Paul L. Arrington
Barker Rosholt & Simpson, LLP
208-733-0700 - Office
208-404-9436 - Cell
208-735-2444 - Fax

-----Original Message-----

From: Barker, Rosholt, Simpson [<mailto:scan@barker.local>]
Sent: Wednesday, October 08, 2014 1:29 PM
To: Paul Arrington
Subject: Send data from Tosh6540cTwin [PLA_E-MAIL] 10/08/2014 13:29

Scanned from Tosh6540cTwin
E-mail
PLA_E-MAIL
Date:10/08/2014 13:29
Pages:1
Resolution:300x300 DPI

October, 3, 2014

RE: Water Bank Application in the name of the Thomas M. O'Gara Family Trust

TO whom it may Concern:

I am the President of the Base Line Canal Company. We have reviewed the water bank application filed by Tom O'Gara on May 8, 2014, which proposes to irrigate land adjacent to property owned by Mr. O'Gara.

Pursuant to Idaho Code, the Base Line Canal Company have reviewed the application and potential impacts on the management of water deliveries in the Base Line System. The Base Line approves of the processing of the application.

Sincerely,

A handwritten signature in black ink that reads "Rocky Sherbine". The signature is written in a cursive, slightly slanted style.

Rocky Sherbine, President

Palmer, Cherie

Subject: FW: OGara and their Lease/Rental package

From: Paul Arrington [<mailto:pla@idahowaters.com>]

Sent: Thursday, September 25, 2014 8:57 AM

To: Palmer, Cherie; Erick Powell

Subject: RE: OGara and their Lease/Rental package

There will be no problem getting authorization from Base Line. Not sure we can have it in 10 days – but we will try.

Paul L. Arrington

Barker Rosholt & Simpson, LLP

208-733-0700 – Office

208-404-9436 – Cell

208-735-2444 – Fax

Palmer, Cherie

From: Palmer, Cherie
Sent: Wednesday, September 24, 2014 5:42 PM
To: 'Erick Powell'
Cc: 'Paul Arrington'
Subject: OGara and their Lease/Rental package

Erick,

Earlier this week, or was it late last week, we realized that there was still an item needed prior to moving forward on the O'Gara lease/rental package; the consent of Baseline Canal Co.

During our phone conversation I alluded that we may be able to simply condition the lease/rental approvals in a manner that would potentially satisfy any concerns from Baseline Canal Co. We also discussed the possibility of the Department contacting Baseline Canal Co. to get them to provide consent (or not).

The Department has reached a consensus on how to proceed with this lease/rental package and that is, to have the applicant acquire consent as required in statute and Water Supply Bank rules. (42-108 and 37.02.03.25.02.e)

The applicant has an obligation to meet these application requirements so side-stepping the consent requirement by conditioning the lease/rental is not going to work.

Additionally, the burden to collect required information for an application lies with the applicant. Department staff cannot spend time acquiring these consent agreements.

If Baseline is not cooperative, this is not a matter the Department can run interference on but, there may be another option. I wonder if the lease/rental package can go forward without the water rights involved with Baseline Canal Co.? In other words, can those water rights that are delivered by Baseline Canal Co. be unstacked from the other rights on the OGara property? If so, you may be able to move forward as long as those water rights that are delivered by Baseline Canal Co. haven't already been delivered at the Cayton's property (aka the rental proposed place of use).

Within 10 days please provide the consent or find an alternate solution. A rigorous timeline is being established because on June 24, 2014, this information was requested. The Department usually provide a 30 day period to provide any deficient information. Because this request has been outstanding for 3 months, and with the urgency to finalize 2014 leases and rentals, the Department cannot continue holding these applications.

If the requested information or an alternate solution is not received within 10 days, the applications will be denied and returned to the applicant. Because extensive work has been performed in regard to these applications, the filing fees will not be refunded.

Please let me know if you have any questions.

*Cherie Palmer, Water Rights Supervisor
Idaho Dept of Water Resources
Water Allocation Bureau
322 E. Front Street (Front St. & Broadway Ave)
Mail: PO BOX 83720 Boise, ID 83720-0098
email: cherie.palmer@idwr.idaho.gov
phone: (208) 287-4944
fax: (208) 287-6700*

Palmer, Cherie

From: Erick Powell [erick.powell@brockwayeng.com]
Sent: Monday, July 28, 2014 2:02 PM
To: Palmer, Cherie
Subject: Cayton Letter to authorize O'Gara Water Bank Lease/Rental
Attachments: Cayton .pdf

Hi Cherie,

I have attached a copy of the authorization letter signed by the Cayton's to allow the O'Gara water bank applications to be processed. I know that we also discussed getting written approval from the District 45 to put water in the water bank. The attorney for the O'Garas has requested that we not attempt to get the District 45 involved with these applications, considering that the District 45 will have no affect from the proposed action. If in the future, the O'Gara's cease renting their leased water, but want to continue to lease the water rights, then written authorization from the District 45 might be necessary, but not for these applications.

If you want to discuss this, please give me a call.

Regards,
Erick

G. Erick Powell, Ph.D., P.E.
Brockway Engineering, PLLC
2016 Washington Street North, #4
Twin Falls, Idaho 83301
Office: 208-736-8543
erick.powell@brockwayeng.com

All information, calculations, maps, drawings, or other documents transmitted via email are preliminary unless explicitly stated in the email text or in the documents themselves.

July 13, 2014

To Whom it may concern:

I have reviewed the Water Bank Application filed by the O'Gara Trust to use water on my property in Blaine County. I hereby consent to the proposed water bank rentals and allow the water to be used on my property.

Sincerely,

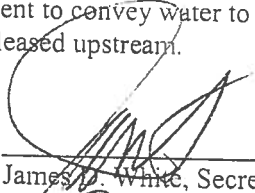
Wendell Cayton
Loretta Cayton
Wendell & Loretta Cayton

**CERTIFICATE OF ACTION TAKEN BY
THE WOOD RIVER VALLEY IRRIGATION DISTRICT # 45**

The undersigned hereby certify that at the August 18, 2014 meeting of the Board of Directors of the WOOD RIVER VALLEY IRRIGATION DISTRICT # 45 the board took up the matter of the APPLICATION of THOMAS O'GARA for the consent of the District to his application to place a portion of his surface water rights into the IDWR Water Bank, and the board, after discussion and on motion by Director Frugard, seconded by Director Gardner, and unanimously approved, the following resolution was adopted by the Board and is at this time in full force and effect:

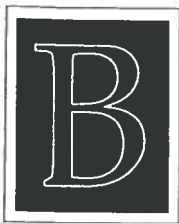
RESOLVED, THAT the Secretary was instructed to notify the IDWR Water Bank officials of the District's consent to the Applications of THOMAS O'GARA subject to and with the continuing condition of a TWENTY EIGHT PERCENT (28%) hold-back in the District 45 system and on the further condition that there be no adverse impact on minimum stream flow in the river and that carriage loss sufficient to convey water to the District 45 head-gate must be left in the river if the water right is to be leased upstream.

Dated: 8/20/2014


James D. White, Secretary to the Board

Dated: 8/20/2014


James Super, President and Director



BROCKWAY
ENGINEERING
P.L.L.C.

Hydraulics

Hydrology

Water Resources

May 7, 2014

Ms. Cherie Palmer
322 East Front Street
P.O. Box 83720
Boise, Idaho 83720-0098

Re: O'Gara Water Bank Lease and Rental Applications
Project No. 327-36-2011

Dear Cherie:

Enclosed with this letter are water bank lease and rental applications for the Thomas M. O'Gara Family Trust. Mr. O'Gara has 22 irrigation water rights within an authorized permissible place of use that allows for 2028.7 acres of irrigation. Mr. O'Gara wishes to temporarily dry up 42.1 acres within his PPU and use that water to irrigate 42.1 acres outside of his PPU boundary. A map of the area is included as Figure 1.

A percentage ($2.075\% = 42.1 \text{ acres} / 2028.7 \text{ acres}$) of the irrigation water rights are offered to be leased to the water bank. The source of the irrigations rights is either the Big Wood River or groundwater. The Big Wood River rights are delivered to the distribution system either by the District 45 Canal or the Baseline Canal. A Summary of the water rights and their combined limitations are presented in Table 1.

Mr. O'Gara wishes to rent his leased water to temporarily irrigate a neighbor's property. There will be no change to the rented water rights flow rate, volume limitation, Point of Diversion(s), Period of Use, or Nature of Use. The only change will be a place of use outside of the PPU boundary. The same distribution system will distribute the water at the rented POU. Three rental applications were prepared, one for Big Wood River water rights delivered through the District 45 Canal, one for Big Wood River water rights delivered through the Baseline Canal, and one for groundwater. Table 2 is a summary of the rented water to be applied on the 42.1 acres. Because the individual water rights were rounded to the nearest hundredth, there are slight differences in the rate sum due to rounding. Also, the combine limits will affect the volume allowed to be rented.

CHARLES E.
BROCKWAY,
Ph.D., P.E.

CHARLES G.
BROCKWAY,
Ph.D., P.E.

2016 NORTH
WASHINGTON
STREET • SUITE 4

TWIN FALLS,
IDAHO 83301

208•736•8543

FAX: 736•8506

RECEIVED

MAY 08 2014

**DEPARTMENT OF
WATER RESOURCES**

Thank you for your prompt review of these applications. If you have questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'G. Erick Powell', with a long, sweeping horizontal stroke extending to the right.

G. Erick Powell, Ph.D., P.E.

enclosed

cc: Tom O'Gara
Paul Arrington