

STATE OF IDAHO
WATER RESOURCE BOARDAPPLICATION TO RENT WATER
FROM THE WATER SUPPLY BANKName of Renter John F. Stevenson Phone 208-788-4826Mailing address 36 Hillside Ranch Rd, Bellevue, ID 83316 Email _____

A. DESCRIPTION OF WATER SOUGHT FOR RENT

1. Maximum Flow Rate (cfs) Maximum Volume (ac-ft) Nature of Use Period of Use
0.64 cfs Irrigation 4/1 to 11/1
Total: 0.64 cfs

2. Source of water Groundwater tributary to _____

3. Point(s) of Diversion:

Twp	Rge	Sec	Lot	¼	¼	¼	County
1S	19E	20		NW	NW	NE	BLAINE

4. Lands to be irrigated or place of use:

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
1S	19E	21									32								32

If the use is for irrigation, show total number of acres proposed through rental. Total Acres 32

B. OWNERSHIP

1. Do you own the land at the proposed point of diversion? Yes ☐ No ☒If no, list owner, contact information, and provide documentation of the authority to use the proposed point of diversion. See attached "Water Use Agreement" between Applicant and land owner Thomas M. O'Gara2. Do you own the land at the proposed place of use? Yes ☒ No ☐

If no, list owner, contact information, and provide documentation of the 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.

Form 42-1761-1 08/11

C. GENERAL INFORMATION

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

Water is diverted from a well in SESWSW, Sec. 16, T.1S, R.19E, and piped to pond then to pivot that covers POU

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

See approved Transfer 76658 for water rights included in Applicant's PPU

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

Yes ☐ No ☐If yes, describe. 37-2649B, John F. Stevenson water irrigation system. See "Water Use Agreement" between the parties.

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

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

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

If yes, describe.**D. REQUIRED ITEMS**

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

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

E. SALE/LEASE AGREEMENT

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

If lease, for a period from 4-15-2013 to 4-15-2018 (not to exceed 5 years).
(Month / Day / Year) (Month / Day / Year)

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

See "Water Use Agreement" between applicant and John F. Stevenson attached hereto.**I hereby assert that the information contained in this application is true to the best of my knowledge, and that I have the authorities necessary to offer this right for sale or lease to the Idaho Water Resource Board.**

The owner/lessor acknowledges the following:

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

Signature of ApplicantThomas M. O'Gara Family Trust

Printed Name and Title*

4-25-13
DateSignature of ApplicantPrinted 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



Legend

- STEVENSEN PODs
- O'GARA POD
- O'GARA SYSTEM
- STEVENSEN SYSTEM
- O'GARA PPU
- STEVENSEN PPU
- WATER SOURCE**
- ▨ O'GARA PROPERTY
- ▨ STEVENSEN PROPERTY

0 500 1,000 2,000 Feet

BROCKWAY ENGINEERING, PLLC.
GEP - APRIL 19, 2013

**O'GARA - STEVENSEN
WATER BANK APPLICATIONS
T1S R19E SEC 21
BLAINE COUNTY IDAHO
NAIP 2011 AERIAL PHOTOGRAPH**



WATER USE AGREEMENT

THIS AGREEMENT is entered this 25th day of April, 2013, by and between the THOMAS M. O'GARA FAMILY TRUST, with THOMAS M. O'GARA, Trustee, c/o Brian Barsotti, P.O. Box 370, Ketchum, Idaho, 83340 ("O'GARA") and JOHN F. STEVENSON, 36 Hillside Ranch Road, Bellevue, Idaho 83313 ("STEVENSON").

WHEREAS, O'GARA owns certain real property in Blaine County, specifically identified as the NESW § 21, T1S, R19E, Blaine County (the "O'GARA PROPERTY"); and

WHEREAS, O'GARA is authorized to irrigate the O'GARA PROPERTY using water rights identified in Idaho Department of Water Resources ("Department") Transfer No. 76658, including Water Right 37-2599; and

WHEREAS, STEVENSON owns certain real property in Blaine County, specifically identified as the SWNW § 21, T1S, R19E, Blaine County (the "STEVENSON PROPERTY"), which is adjacent to the O'GARA PROPERTY; and

WHEREAS, STEVENSON is authorized to irrigate the STEVENSON PROPERTY using Water Right 37-2469B, as identified in Idaho Department of Water Resources ("Department") Transfer No. 78424; and

WHEREAS, O'GARA's irrigation system includes a pivot that will allow O'GARA to irrigate a portion of the STEVENSON PROPERTY; and

WHEREAS, STEVENSON's irrigation system includes a new pivot that will allow STEVENSON to irrigate a portion of the O'GARA PROPERTY; and

WHEREAS the Parties desire to enter into this AGREEMENT to provide water for the irrigation of an approximately thirty two (32) acre portion of each other's property; and

WHEREAS, certain administrative actions are required to authorize the irrigation contemplated by this AGREEMENT;

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

1. Authority to Divert:

1.1. STEVENSON hereby authorizes O'GARA to divert 0.64 cfs of STEVENSON's water right 37-2649B to irrigate thirty two (32) acres of the STEVENSON PROPERTY using the O'GARA irrigation system. The STEVENSON PROPERTY to be irrigated pursuant to this AGREEMENT is identified on the aerial photo attached hereto as ATTACHMENT A, and incorporated herein.

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

1.3. Each Party shall irrigate the other Party's property using sound irrigation practices appropriate for the crop and soil types and use an application rate equal to the rate on the other Party's land equal to that used by the owner of the pivot on his land under that same pivot.

2. Water Bank Applications:

2.1. STEVENSON and O'GARA shall each file an *Application to Sell or Lease a Water Right to the Water Supply Bank* with the Department, placing the portion of their respective water rights, as identified in Article 1, into the Idaho State Water Supply Bank.

2.2. STEVENSON shall file an *Application to Rent Water From the Water Supply Bank* with the Department, in order to rent the portion of O'GARA's Water Right No. 37-2599 for diversion through the STEVENSON irrigation system.

2.3. O'GARA shall file an *Application to Rent Water From the Water Supply Bank* with the Department, in order to rent the portion of STEVENSON's Water Right No. 37-2469B, for diversion through the O'GARA irrigation system.

3. Rental Term & Termination: This AGREEMENT shall begin on the above date and shall continue from year to year until either Party terminates the AGREEMENT by providing written notice at least thirty (30) days prior to the beginning of the irrigation season.

4. Rental Rate & Fees:

4.1. O'GARA shall pay STEVENSON an annual rental charge of one dollar (\$1.00) per irrigation season;

4.2. STEVENSON shall pay to O'GARA an annual rental charge of one dollar (\$1.00) per irrigation season;

4.3. In addition to these rental payments, each Party shall be responsible for administrative charges associated with putting the above water rights into the water bank, as follows:

4.3.1. Each Party shall be responsible for the two hundred fifty dollar (\$250) filing fee associated with their respective *Applications to Sell or Lease a Water Right to the Water Supply Bank*, identified in Article 2.1, above.

4.3.2. Each Party shall be responsible for the annual administrative charges associated with renting water from the Water Bank, as discussed in Articles 2.2 and 2.3, above.

5. Contingency: This Agreement is contingent upon the Department approving the water bank applications identified in Article 2, above.

6. Farming of Property: The Parties shall continue to farm their own respective properties and shall retain all rents, profits and other proceeds associated with the farming of their respective properties. Nothing in this AGREEMENT gives either Party a right to share in the rents, profits or any other proceeds associated with farming activities on the other Party's property.

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

IN WITNESS WHEREOF, the Parties hereto have executed this Water Use Agreement on the day and date first above written.

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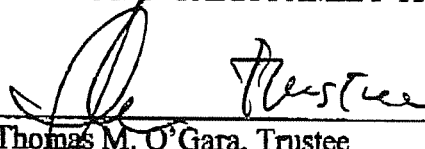
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"O'GARA"

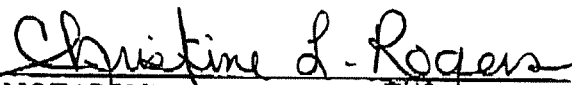
THOMAS M. O'GARA FAMILY TRUST

By: 
Thomas M. O'Gara, Trustee

STATE OF CA)
COUNTY OF LA) ss.

On this 25th day of April, 2013 before me, the undersigned Notary Public in and for said County and State, personally appeared THOMAS M. O'GARA, known or identified to be to be the Trustee of the THOMAS M. O'GARA FAMILY TRUST, and signed the above documents as the Trustee of the THOMAS M. O'GARA FAMILY TRUST.

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


NOTARY PUBLIC FOR CA
Residing At: 14218 Isis Ave., North Hollywood, CA 91605
Commission Expires: 10-30-2016



"STEVENSON"

By:

John F. Stevenson
John F. Stevenson

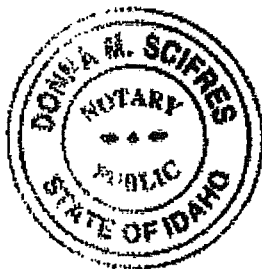
STATE OF Idaho

COUNTY OF Blaine

)
) ss.
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On this 25 day of April, 2013 before me, the undersigned Notary Public in and for said County and State, personally appeared JOHN F. STEVENSON, who, being by me first duly sworn, declared that he is the individual who signed the foregoing document

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



Donna M. Scifres
NOTARY PUBLIC FOR IDAHO
Residing At: Bellevue, Idaho
Commission Expires: 6/17/17