

Water Supply Bank No. _____
(For Department Use Only)

STATE OF IDAHO
WATER RESOURCE BOARD

APPLICATION TO RENT WATER
FROM THE WATER SUPPLY BANK

RECEIVED

APR 29 2013

DEPT. OF WATER RESOURCES
SOUTHERN REGION

Name of Renter Thomas M. O'Gara Family Trust Phone 208-726-3030

Mailing address c/o Brian Barsotti, P.O. Box 370, Ketchum, Idaho 83340 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	16		SE	SW	SW	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 John F. Stevenson
2. 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.

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D. GENERAL INFORMATION

1. Please provide a description of the proposed diversion system. Well pumps to pond then piped to pivot.
See Water Use Agreement between Applicant and John F. Stevenson attached
2. Describe any other water rights diverted through the same point(s) of diversion or used for the same purpose(s) as described above.
See Transfer No. 76658
3. Will the proposed place of use receive water from any other source? Yes ☐ No ☒
If yes, describe. _____
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. N/A
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

1. 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

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

Thomas M. O'Gara Family Trust, Trustee
Printed Name and Title*

Date

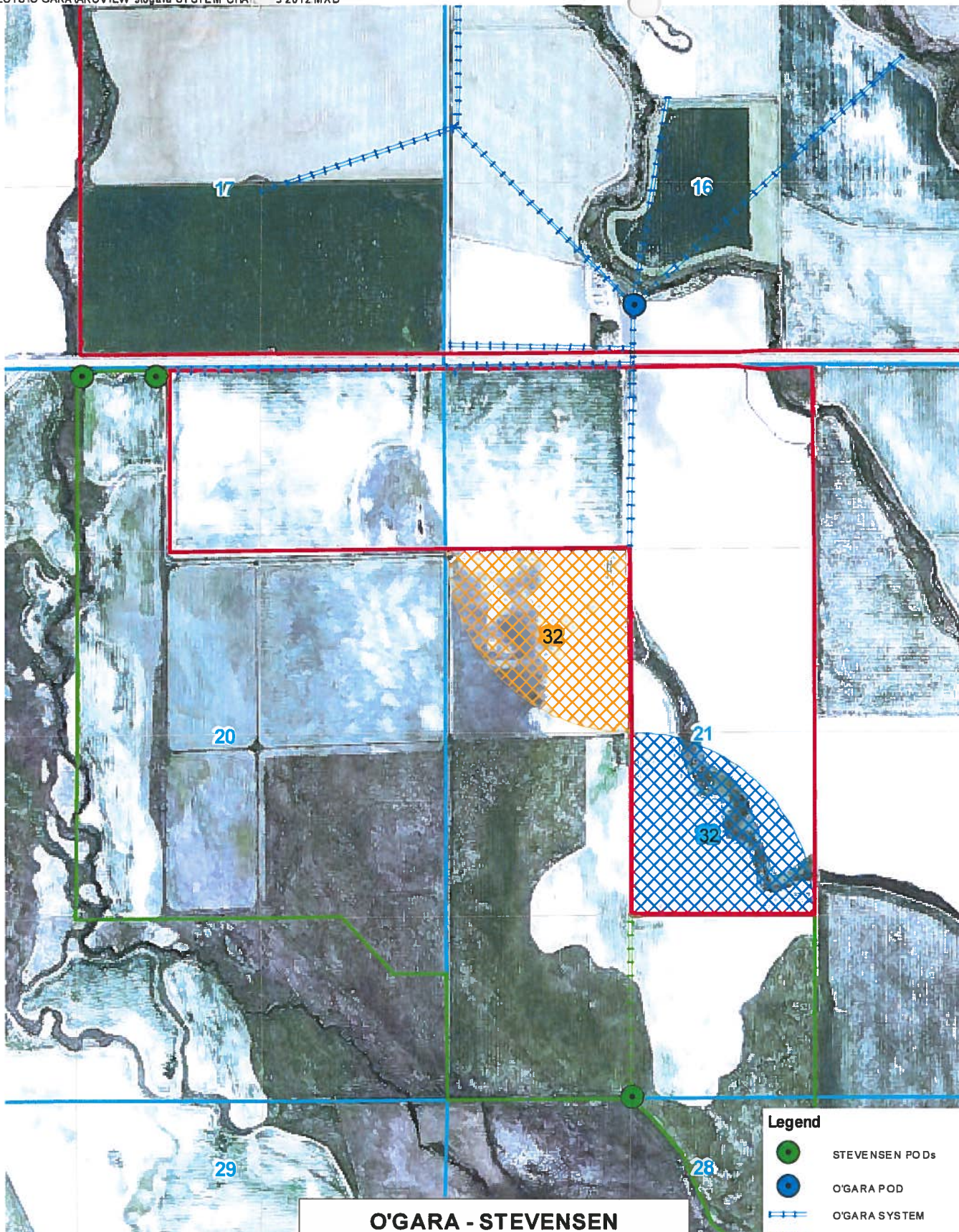
4-25-13

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



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

0 500 1,000 2,000 Feet

BROCKWAY ENGINEERING, PLLC.
GEP - APRIL 19, 2013

Legend

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



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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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"O'GARA"

THOMAS M. O'GARA FAMILY TRUST

By: Thomas M. O'Gara

Thomas M. O'Gara, Trustee

STATE OF CA

COUNTY OF LA

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)ss.
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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.

Christine L. Rogers

NOTARY PUBLIC FOR CA

Residing At: 14218 Isis Ave., Nellyglen, CA 90250

Commission Expires: 10-30-2016



"STEVENSON"

By:

John F. Stevenson
John F. Stevenson

STATE OF Idaho

COUNTY OF Blaine

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)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

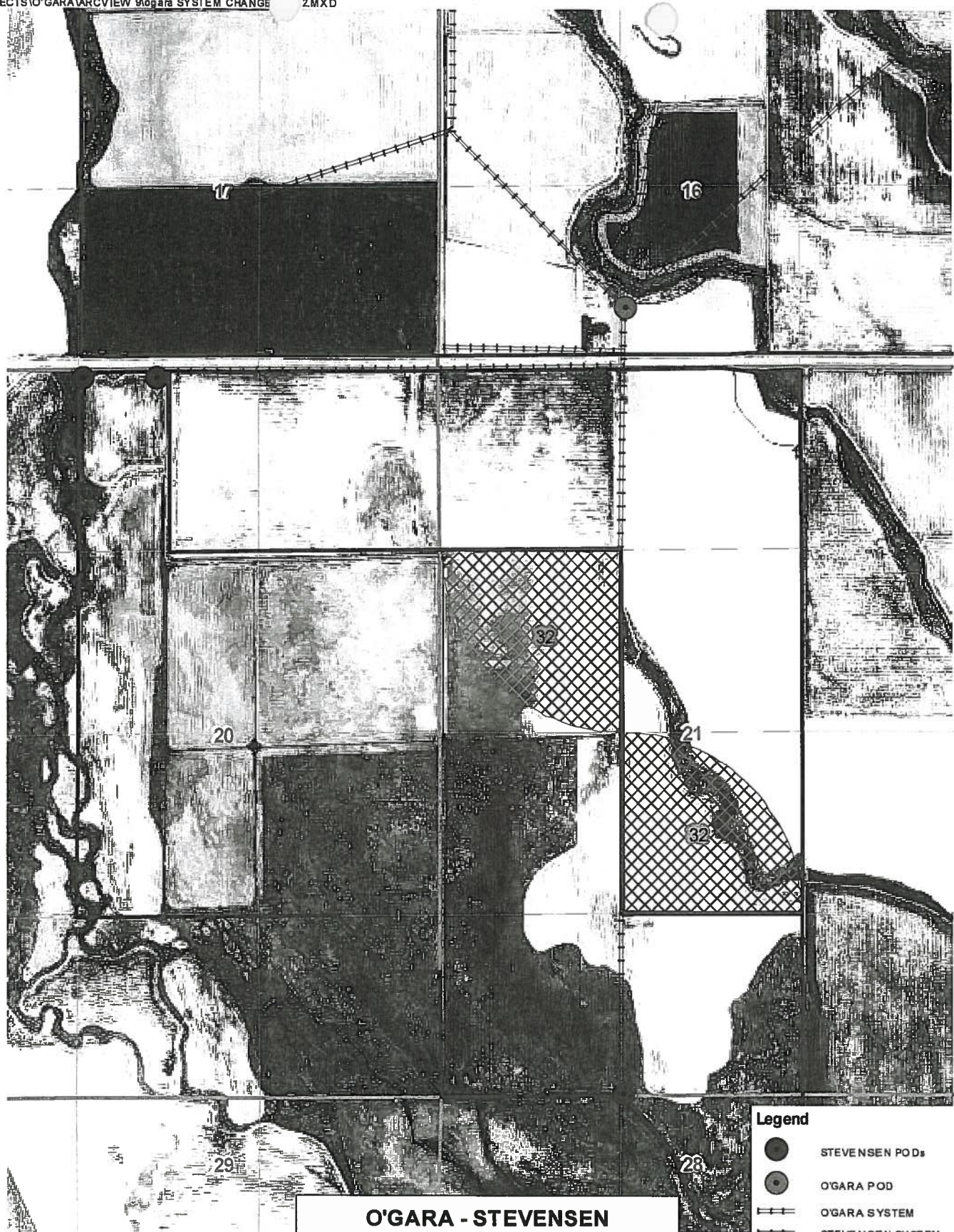
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.



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

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0 500 1,000 2,000 Feet

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- ▨ O'GARA PROPERTY
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