

WSB No. _____
 Receipt No. 5033217
 Date/by 4/30/13 C. SKINNER
 (For Department Use Only)

STATE OF IDAHO
 WATER RESOURCE BOARD

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

RECEIVE

APR 29 2013

DEPT. OF WATER RESOUR
 SOUTHERN REGION

Name of Seller/Lessor 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 RIGHT, OR PORTION THEREOF, OFFERED TO THE BANK

If the entire right is for sale or lease, check here ☐, list the water right number, and skip to Part B.

1. Water Right Number	Amount (cfs/ac-ft)	Nature of Use	Period of Use
<u>37-2599</u>	<u>0.64 cfs</u>	<u>Irrigation</u>	<u>4/1</u> to <u>11/1</u>
_____	_____	_____	_____ to _____
_____	_____	_____	_____ to _____

Total Amount: 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 irrigated or place of use: *See Part D for additional information regarding 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 right is for irrigation, show total number of acres offered to the bank. Total Acres 32

B. OWNERSHIP

1. Are you currently listed in IDWR's records as the owner of the water right being offered to the bank? Yes ☒ No ☐
 If no, provide documentation of your authority to sign on behalf of the right holder OR attach a Notice of Change in Water Right Ownership form along with the required documentation and fee.
2. 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 to the proposed sale or lease and list name of entity:

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
Date

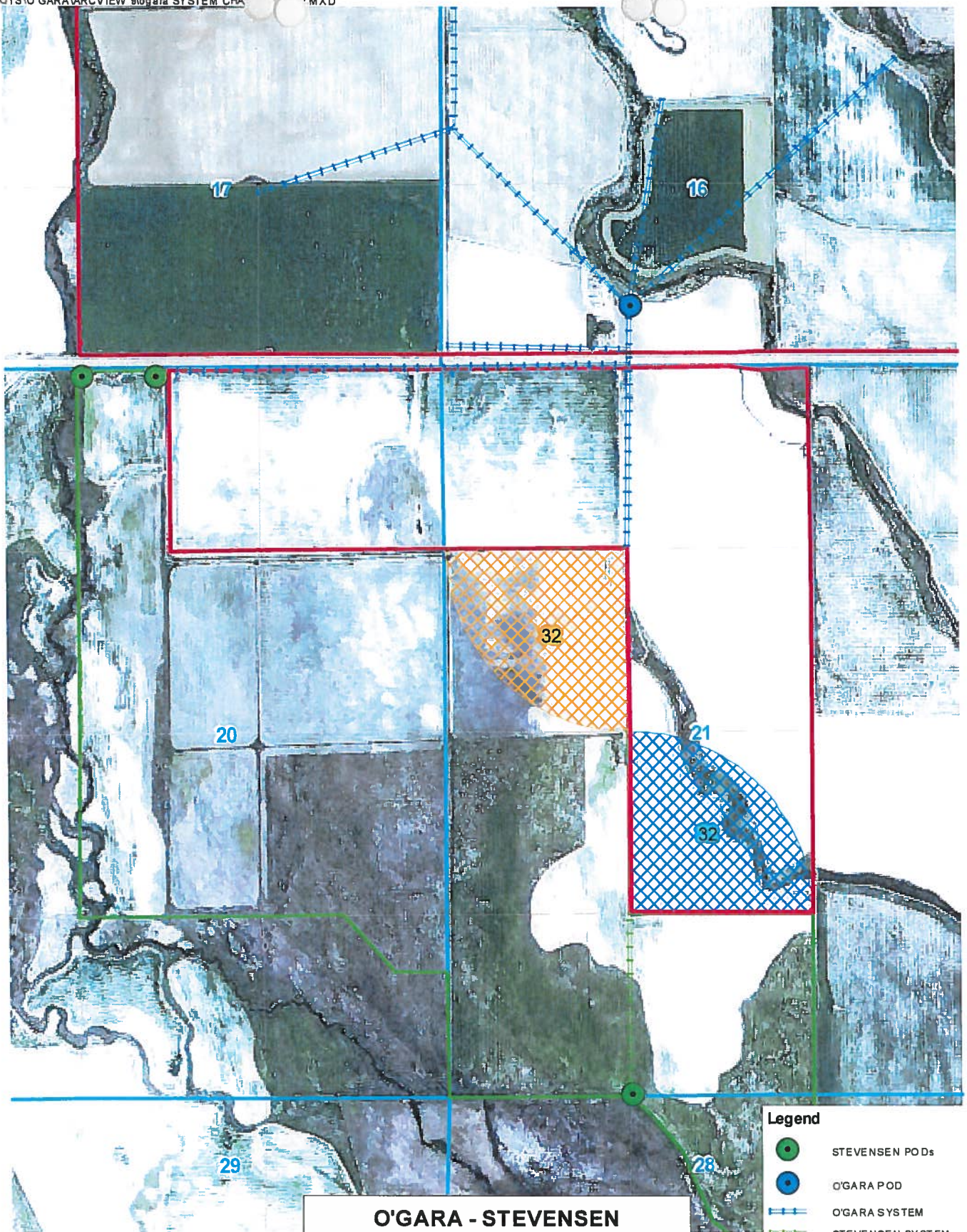
Signature of Applicant

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



**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



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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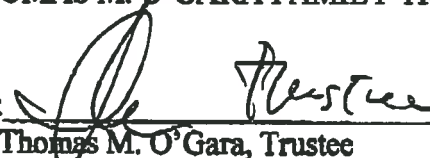
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"O'GARA"

THOMAS M. O'GARA FAMILY TRUST

By:


Thomas M. O'Gara, Trustee

STATE OF CA

COUNTY OF LA

)
)ss.
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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.



NOTARY PUBLIC FOR CA

Residing At: 14218 Isis Ave., Northridge, CA 91321

Commission Expires: 10-30-2016



"STEVENSON"

By:


John F. Stevenson

STATE OF Idaho

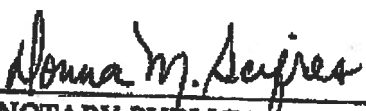
COUNTY OF Blaine

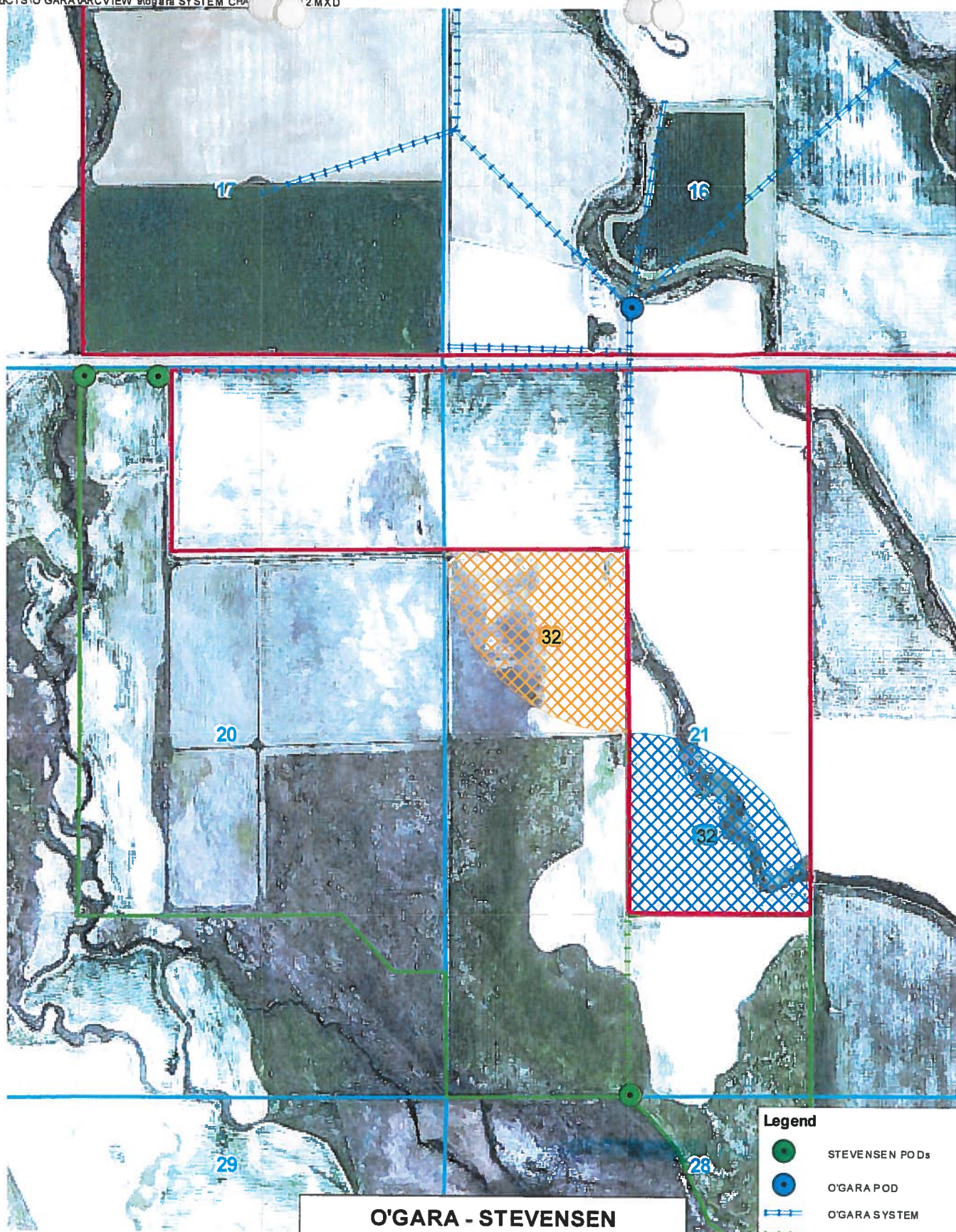
)
) ss.
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On this 25 day of April, 2013 before me, the undersigned Notary Public in and for said County and State, personally appeared JOHN F. STEVENSON, who, being by me first duly sworn, declared that he is the individual who signed the foregoing document

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




NOTARY PUBLIC FOR IDAHO
Residing At: Bellevue, Idaho
Commission Expires: 6/17/17



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

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