



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

August 11, 2010

C. L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Interim Director

JOHN FITZGERALD
BLUE LAKES COUNTRY CLUB
PO BOX 5729
TWIN FALLS ID 83303-5729

RE: APPLICATION TO RENT WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO(S). 36-2083A, 36-2083B, AND 36-8593

Dear Renter:

The Department of Water Resources ("Department") acknowledges receipt of your application to rent water from the Water Supply Bank ("Bank"). Please find enclosed a Water Supply Bank Rental Agreement for your review and signature. Upon signature and return of the original agreement, 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.

The total rental fee of \$616.00 was calculated based on the current rental rate of \$14.00 per acre-foot times a diversion volume of 44.0 acre-feet. Ten percent (10%) of the total rental fee is retained by the Department for administrative fees in accordance with Water Supply Bank Rules, IDAPA 37.02.03. The remaining ninety percent (90%) is issued back to the lessor of the above referenced water right(s) in the form of a warrant. Since you are the lessor and the renter under this agreement, the Department requires that you submit only the portion of the total payment to be retained for administrative fees. Those fees were received February 22, 2010 and I am enclosing a receipt.

Please note that applications for rental of water must be reviewed in accordance with Idaho Code § 42-1763 and the Department's Water Supply Bank Rule 30 (IDAPA 37.02.03.030). This includes consideration of whether there will be injury to other water rights, whether the proposal would constitute an enlargement of the water rights, whether the water will be put to a beneficial use, whether the water supply available from applicable rights in the Bank is sufficient for the use intended and whether the proposal is in the local public interest. While a one-year rental usually involves a general review of the water rights and proposed use, rental of water over multiple years may require more comprehensive review, notice to advise anyone who desires to protest the proposed water use, and approval by the Idaho Water Resource Board.

Additionally, the Department received an Application to Sell or Lease a Water Right to the Water Supply Bank. The lease of the water rights mentioned above extends to December 31, 2012; thus, no application for lease is needed and I am returning the form.

If you have any questions, please contact me at (208) 287-4907.

Sincerely,

Monica Van Bussum
Water Allocation Bureau

Enc: 3

c: Allen Merritt – IDWR Southern Regional Office
Cindy Yenter – State Water District No. 130
Travis Thompson – Barker Rosholt & Simpson

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

This is to certify that: BLUE LAKES COUNTRY CLUB
PO BOX 5729
TWIN FALLS ID 83303-5729
(208) 733-2330

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	Rented Rate	Annual Rented Volume	Total Rented Acres
36-2083A	0.13 CFS	26.6 AF	N/A
36-2083B	0.01 CFS	1.2 AF	N/A
36-8593	0.08 CFS	16.2 AF	N/A
COMBINED RENTAL TOTALS:	0.22 CFS	44.0 AF	N/A

TERM OF RENTAL:

March 15, 2010 to November 15, 2010

RENTAL FEE:

\$61.60

The total rental fee for the above-described water is \$61.60. The renter is also the lessor under this agreement and is therefore obligated to pay only the administrative fee of \$61.60.

Detailed water right specific limitations and conditions attached.

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:

Dated this _____ day of _____, 20_____.

By: _____
(Print Name)

(Signature)

(Title if on behalf of company or organization)

Having determined that this agreement satisfies the provisions of Section 42-1763, Idaho Code, and, IDAPA 37.02.03030 (Water Supply Bank Rule 30), for the rental and use of water under the terms and conditions herein provided, and none other, I hereby execute this Rental Agreement on behalf of the Idaho Water Resource Board this _____ day of _____, 20_____.

GARY SPACKMAN, Interim Director
Department of Water Resources

WATER RIGHT NO. 36-2083A **WATER SUPPLY BANK RENTAL AGREEMENT**

The 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 below:

Renter: BLUE LAKES COUNTRY CLUB
 PO BOX 5729
 TWIN FALLS ID 83303-5729
 (208) 733-2330

Priority Date: 05/26/1949

Source: ALPHEUS CREEK

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
AESTHETIC	03/15	to 11/15	0.13 CFS	26.6 AF
	Total:		0.13 CFS	26.6 AF

LOCATION OF RENTER'S POINT(S) OF DIVERSION:

ALPHEUS CREEK NW¼NE¼ Sec. 33 Twp 09S Rge 17E JEROME County

RENTER'S PLACE OF USE: AESTHETIC

BASS LAKE AND LITTLE BASS LAKE

COMBINED RENTAL TOTALS:

<u>Rented Rights</u>	<u>Rate</u>	<u>Volume</u>	<u>Acres</u>
36-2083A, 36-2083B, 36-8593	0.22 CFS	44.0 AF	NA

CONDITIONS OF WATER USE

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 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. 130.
4. Diversion of water under this agreement may be subject to a private agreement between the renter and downstream water users.
5. Prior to diversion of water under this agreement, the right holder shall provide a means of measurement and lockable controlling works for all authorized points of diversion. The means of measurement and controlling works must be suitable for control of the diversions and acceptable to the watermaster.
6. 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.
7. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
8. Use of water under this agreement shall not prejudice any action of the Department in its consideration of a permanent application for transfer filed by the applicant for this same use.
9. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.

WATER RIGHT NO. 36-2083A
WATER SUPPLY BANK RENTAL AGREEMENT

CONDITIONS OF WATER USE

10. 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.
11. 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.
12. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
13. Use of water under this agreement does not establish a minimum lake level right for Bass Lake or Little Bass Lake.



WATER RIGHT NO. 36-2083B **WATER SUPPLY BANK RENTAL AGREEMENT**

The 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 below:

Renter: BLUE LAKES COUNTRY CLUB
 PO BOX 5729
 TWIN FALLS ID 83303-5729
 (208) 733-2330

Priority Date: 05/26/1949

Source: ALPHEUS CREEK

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
AESTHETIC	03/15	to 11/15	0.01 CFS	1.2 AF
	Total:		0.01 CFS	1.2 AF

LOCATION OF RENTER'S POINT(S) OF DIVERSION:

ALPHEUS CREEK NW $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 33 Twp 09S Rge 17E JEROME County

RENTER'S PLACE OF USE: AESTHETIC

BASS LAKE AND LITTLE BASS LAKE

COMBINED RENTAL TOTALS:

<u>Rented Rights</u>	<u>Rate</u>	<u>Volume</u>	<u>Acres</u>
36-2083A, 36-2083B, 36-8593	0.22 CFS	44.0 AF	NA

CONDITIONS OF WATER USE

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 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. 130.
4. Diversion of water under this agreement may be subject to a private agreement between the renter and downstream water users.
5. Prior to diversion of water under this agreement, the right holder shall provide a means of measurement and lockable controlling works for all authorized points of diversion. The means of measurement and controlling works must be suitable for control of the diversions and acceptable to the watermaster.
6. 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.
7. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
8. Use of water under this agreement shall not prejudice any action of the Department in its consideration of a permanent application for transfer filed by the applicant for this same use.
9. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.

**WATER RIGHT NO. 36-2083B
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

10. 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.
11. 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.
12. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
13. Use of water under this agreement does not establish a minimum lake level right for Bass Lake or Little Bass Lake.



WATER RIGHT NO. 36-8593 **WATER SUPPLY BANK RENTAL AGREEMENT**

The 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 below:

Renter: BLUE LAKES COUNTRY CLUB
 PO BOX 5729
 TWIN FALLS ID 83303-5729
 (208) 733-2330

Priority Date: 07/19/1991

Source: ALPHEUS CREEK

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
AESTHETIC	03/15	to 11/15	0.08 CFS	16.2 AF
	Total:		0.08 CFS	16.2 AF

LOCATION OF RENTER'S POINT(S) OF DIVERSION:

ALPHEUS CREEK NW¼NE¼ Sec. 33 Twp 09S Rge 17E JEROME County

RENTER'S PLACE OF USE: AESTHETIC

BASS LAKE AND LITTLE BASS LAKE

COMBINED RENTAL TOTALS:

<u>Rented Rights</u>	<u>Rate</u>	<u>Volume</u>	<u>Acres</u>
36-2083A, 36-2083B, 36-8593	0.22 CFS	44.0 AF	NA

CONDITIONS OF WATER USE

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 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. 130.
4. Diversion of water under this agreement may be subject to a private agreement between the renter and downstream water users.
5. Prior to diversion of water under this agreement, the right holder shall provide a means of measurement and lockable controlling works for all authorized points of diversion. The means of measurement and controlling works must be suitable for control of the diversions and acceptable to the watermaster.
6. 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.
7. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
8. Use of water under this agreement shall not prejudice any action of the Department in its consideration of a permanent application for transfer filed by the applicant for this same use.
9. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.

WATER RIGHT NO. 36-8593
WATER SUPPLY BANK RENTAL AGREEMENT

CONDITIONS OF WATER USE

10. 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.
11. 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.
12. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
13. Use of water under this agreement does not establish a minimum lake level right for Bass Lake or Little Bass Lake.



MEMORANDUM

TO: Water Right Files 36-2083A, 36-2083B and 36-8593
FROM: Monica Van Bussum ¹¹MVB
DATE: August 9, 2010
SUBJECT: Blue Lakes Country Club Water Supply Bank Rental Application

SUMMARY

On February 22, 2010, the Department received a rental application from Blue Lakes Country Club to rent portions of water rights 36-2083A, 36-2083B and 36-8593. Blue Lakes CC has rented portions of these water rights in the same manner since 2003. The requested rental period is the 2010 irrigation season, March 15 to November 15. The rental application proposes to use portions of these three irrigation rights for aesthetic use (ponds known as Bass Lake and Little Bass Lake) from Alpheus Creek.

AUTHORITY TO FILE

The signatory is John Fitzgerald, President of Blue Lakes CC.

SUFFICIENCY OF SUPPLY

Blue Lakes CC seeks to rent its own rights from the bank. Portions of 36-2083A, 36-2083B and 36-8593, in the amount of 0.22 cfs and 44.0 AFA, have been leased to the bank and provide sufficient flow to supply this rental. The portions of water rights proposed to be rented have been leased to the bank and rented for this purpose since 2003. These portions have not been used for other than satisfying the lease-rental agreement since then.

INJURY

There is no foreseen injury to other rights or right holders.

ENLARGEMENT

The inclusion of a total volume on the rental agreement provides protection from enlargement.

BENEFICIAL USE

The water will be used for aesthetic to provide supplemental flow to ponds known as Bass Lake and Little Bass Lake. Aesthetic uses have been recognized as beneficial uses by the State of Idaho.

LOCAL PUBLIC INTEREST

The proposed rental does not enlarge the right, does not injure other right holders and provides continued aesthetic use for Blue Lakes CC. It is in the public interest.

WATER DISTRICT

The proposed rental is in Water District 130. Per correspondence from Aaron Marshall, "Alpheus Creek originates from 'ESPA ground water' springs along the canyon rim and is tributary to the Snake River below Milner Dam in the reach described by IDWR as Basin 2. Therefore, these Basin 36 Alpheus Creek rights are administered by conjunctive management water district 130" (email correspondence 8/9/2010). I received an email from Cindy Yenter, Watermaster of Water District 130, and she had no objections (email attached).

RECOMMENDATION

I recommend the application be approved and conditioned similar to years past.

	Water Right	Rented Rate	Annual Rented Volume	Total Rented Acres
	36-2083A	0.13 CFS	26.6 AF	N/A
	36-2083B	0.01 CFS	1.2 AF	N/A
	36-8593	0.08 CFS	16.2 AF	N/A
COMBINED RENTAL TOTALS:		0.22 CFS	44.0 AF	N/A

TERM OF RENTAL: March 15, 2010 to November 15, 2010

Van Bussum, Monica

From: Yenter, Cindy
Sent: Wednesday, August 11, 2010 3:01 PM
To: Van Bussum, Monica
Subject: RE: Blue Lakes CC Water Rental

Hi Monica. - In the past I've had some concern approving this rental over and over again. However Jeff Peppersack has over-ruled my concerns and tells me there's nothing in the statute which expressly prohibits this. So, that aside, I have no objections to this lease/rental application. There is a flow meter installed for the rented use and I am able to adequately administer the modified use, which is from the same source and literally the same physical pod as the leased right. There is no injury which results from the rental. I believe the measurement condition is present on prior rental approvals. If you would please make sure that is rolled over to any new rentals I would appreciate it.

This diversion is in WD130 only. WD01 administers Snake River diversions only, upstream from and including Milner dam. (The IDWR admin basin below Milner as you probably know is 02; there is no water district for this reach of the Snake River). I think the WD01 shape matches the service areas of the various canal companies it delivers to although the shape is misleading in my opinion.

WD130 does not administer any diversions directly from the Snake River, although I do have jurisdiction of waste water and spring water tributary to the Snake River within WD130. I also do not administer surface water in WD36A (Billingsley-Riley creeks) or WD37, 37N or 37M (Big and Little Wood Rivers & Silver Creek), although WD130 does spatially overlap those districts for the administration of ground water only. The above Districts have their own watermasters who don't administer ground water.

Basically once you learn which source each water district administers, you will have to match the source of the WSB application with the appropriate water district when you do your overlap review. The water right records should have a water district number populated in the water right details and that should help you seek comments from the correct watermaster. There also used to be a list of water districts which described the administrative areas and sources - I haven't seen that in several years. You could ask Chris Roberts if something like that still exists. .

cindy

From: Van Bussum, Monica
Sent: Monday, August 09, 2010 11:53 AM
To: Yenter, Cindy
Subject: Blue Lakes CC Water Rental

Hi Cindy,

As you may know, Aaron Marshall is leaving for a job in Arizona. I will be taking over the Water Supply Bank starting next week, so I am using this week to get some background work done. I am processing some leases and rentals. I would like to ask for your comment on a rental for Blue Lakes Country Club. They have leased portions of their own water rights (36-2083A, 36-2083B and 36-8593) into the bank and rented them from the bank in past years and are seeking to do the same thing. Can you provide comment as the watermaster? Thanks!

Monica

Before the Idaho Water Resource Board

RECEIVED

FEB 22 2010

DEPARTMENT OF
WATER RESOURCES**APPLICATION TO RENT WATER
FROM THE WATER SUPPLY BANK**Applicant Blue Lakes Country Club Phone (208) 733-2330Address P.O. Box 5729City Twin Falls State ID Zip Code 83303-5729**A. DESCRIPTION OF WATER SOUGHT TO RENT**

1. Source of water Alpheus Creek
tributary to Snake River.
2. Maximum volume of water 44.0 AF.
3. Maximum rate of diversion 0.22 cfs.

B. DESCRIPTION OF USE PROPOSED

1. Nature of intended use Aesthetics, Pond Evaporation
2. Location of point of diversion NW ¼ NE ¼, Section 33,
Township 09S, Range 17E, B.M. Jerome County.
3. Season of use: From 03/15 to 11/15.
4. Description of diverting works:
Pump HP _____ Lift _____ Pump type _____
Canal name, if appropriate _____
5. Place of use:
 - a. If water is for irrigation, describe the number of acres to be irrigated by
40-acre tract, section, township and range.

b. If water is not for irrigation, describe the nature of the intended use and the place of use.

To Supplement Natural Inflow to Two Ponds on Blue Lakes Country Club
(Bass Lake and Little Bass Lake)

6. Describe any other water rights used for the same purposes as rental water sought under this application.

None

7. Who owns the property at the point of diversion?

Applicant

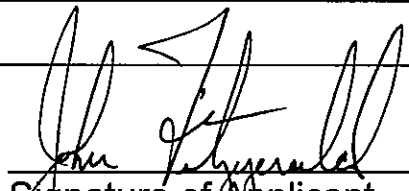
8. Who owns the property at the place of use?

Applicant

9. Are you seeking a rental for more than one (1) year? No (yes or no)
 If yes, for how many years? _____

10. Remarks: _____

2/16/2010
 Date


 Signature of Applicant
 John Fitzgerald, President

FOR DEPARTMENT USE ONLY

Received by _____ Date _____ Time _____

Published in _____ Pub. dates _____

Protests filed by _____

Hearing held by _____

Action recommended _____

RECEIVED

FEB 22 2010

DEPARTMENT OF
WATER RESOURCES

John A. Rosholt
Albert P. Barker
John K. Simpson
Travis L. Thompson
Shelley M. Davis
Paul L. Arrington
Scott A. Magnuson
Sarah W. Higer



Travis L. Thompson
tlth@idahowaters.com

113 Main Ave. W., Suite 303
P.O. Box 485
Twin Falls, ID 83303-485
(208) 733-0700 telephone
(208) 735-2444 facsimile
jar@idahowaters.com

1010 W. Jefferson St., Suite 102
P.O. Box 2139
Boise, ID 83701-2139
(208) 336-0700 telephone
(208) 344-6034 facsimile
brs@idahowaters.com

February 18, 2010

Mr. Aaron Marshall
IDWR – State Office
P.O. Box 83720
Boise, Idaho 83720-0098

Re: BLCC Water Bank Applications (2010)

Dear Aaron:

Please find enclosed executed originals of the following applications submitted on behalf of the Blue Lakes Country Club:

- 1) *Application to Lease a Water Right to the Water Supply Bank*
- 2) *Application to Rent Water from the Water Supply Bank*

For your information, this proposed one year lease is identical to the one submitted and approved last year. If you have any questions or would like to discuss this matter further please call me (208) 733-0700. Thank you for your assistance.

Sincerely,

BARKER ROSHOLT & SIMPSON LLP

Travis L. Thompson

Enc.

cc: John Fitzgerald, BLCC
Jim Rasmussen, BLCC (w/o enc.)



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

C. L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Interim Director

February 26, 2010

Blue Lakes Country Club
PO Box 5729
Twin Falls, ID 83303-5729

RE: APPLICATION(S) TO RENT WATER FROM THE WATER SUPPLY BANK

Dear Applicant:

The Idaho Department of Water Resources (Department) acknowledges receipt of your application(s) to rent water from the Idaho Water Resource Board's Water Supply Bank (Bank). The Department will review your application(s) as resources allow. If the application(s) is not processed prior to the end of the proposed rental period, it will be returned to the applicant. The Department regrets any inconvenience caused by the delay. Please note that you are not authorized to use water without a valid water right or an approved Water Supply Bank rental agreement.

Additional information about the Bank may be found on the Department's web site at:

<http://www.idwr.idaho.gov/>

Sincerely,

Cristina Field for

Aaron Marshall
Sr. Water Resource Agent
(208) 287-4943
aaron.marshall@idwr.idaho.gov

RECEIVED

Form 42-1761
01/03

FEB 22 2010

DEPARTMENT OF
WATER RESOURCES

Water Supply Bank No. _____

Water Right No. _____

**STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES**

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

Name of Seller/Lessor Blue Lakes Country Club Phone (208) 733-2330

Post office address P.O. Box 5729 Twin Falls, ID 83303-5729

1. DESCRIPTION OF WATER RIGHT:

Right evidenced by:

- a. Decree No. 36-2083 A and 36-2083B Decreed to Blue Lakes Country Club
(Name)
in case of (SRBA – 7/10/98 and 6/15/98) vs _____
dated _____ in _____ county of _____
(Name of court)
- b. License No. 36-8593 issued by the Idaho Department of Water
Resources.
- c. Permit No. _____ issued by the Idaho Department of Water
Resources.

2. DESCRIPTION OF PORTION OF RIGHT FOR SALE OR LEASE: (If the entire right is for sale or lease,
show "all" on line a. below and skip the remainder of part 2.)

- a. Amount of water under right: 0.22 cubic feet per second &/or
44.0 acre-feet per annum
- b. Point of diversion: NE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 33 Township 09S Range
17E, B.M. in Jerome County.
Additional points _____

c. Place of use: ATTACHED PHOTO MAP

TWP	RGE	SEC	N E				N W				S W				S E				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	

If the right is for irrigation, show the number of acres for the part of the right to be put into the bank.

Total number of acres 11.0

3. ADDITIONAL INFORMATION ABOUT RIGHT, OR PORTION THEREOF, FOR SALE OR LEASE

- a. Explain how the seller/lessor acquired the right, or portion thereof, and attach a copy of the deed to the land to which it is appurtenant or other evidence of ownership of the right. If the right is not recorded in the name of the seller/lessor, attach a copy of a change of ownership form as required by Section 42-248 or 42-1409(6), Idaho Code, together with required documentation.

Blue Lakes Country Club Perfected Rights to Irrigate Golf Course with Subsequent Decree in

SRBA

- b. Describe the frequency of water use under the right, or portion thereof, during the past five (5) years of use. Attach watermaster records, pumping power bills, or other evidence to demonstrate that the right has not been lost through abandonment or forfeiture. (This information is not required if a partial decree has been issued on the right within the last 5 years).

Water has Been Used For Aesthetics and Evaporation Every Year For the Past 5 Years Pursuant to

Approved Water Bank Leases and Extension of Leases

- c. If the right is from a surface water source, describe the period of the year that water is typically available to satisfy the right.

Water Is Available at All Times in Alpheus Creek Which is Supplied From Blue Lakes Springs.

- d. Describe any other water rights with the same purpose and place of use as the right, or portion thereof, offered for lease. Will the present place of use continue to receive water from any source? If so, describe.

The Portion of Water Rights 36-2083A, 2083B, and 8593 Not Included in This Application Will Continue to be Used at the Authorized Place of Use. However, the 11.0 Acres Subject of This Rental Application Will Not Receive Any Water From Any Other Water Rights.

- e. If the water right is a permit, describe the work accomplished toward developing the right.

N/A

- f. If the right to the use of the water or the use of the diversion works or irrigation system is represented by shares of stock in a company or corporation, or if such works or system is owned or managed by an irrigation district, a written consent of the sale or lease must be attached.

4. REMARKS:

N/A

5. SALE/LEASE AGREEMENT

1. The water right, or portion thereof, described above is offered to the Idaho Water Resource Board:

_____ For sale;

☒ For lease for a period from 1/1/2010 to 12/31/2010
(Day, month, year) (Day, month, year)

(The lease period may be shown as "indefinite", if the total duration of lease is unknown); or

_____ As a gift to the state of Idaho.

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

Current Rental Rate

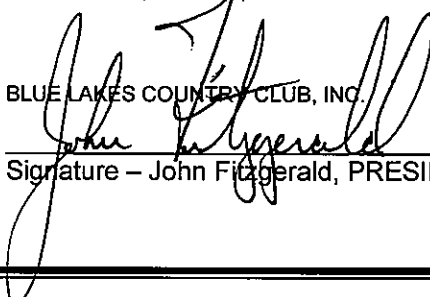
I hereby assert that the information contained in this application is true to the best of my knowledge, and that I have the authorities necessary to offer this right for sale or lease to the Idaho Water Resource Board.

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 of the right may not use the right even if the right is not rented.
3. A right accepted into the bank stays in the bank until the Board releases it or until the lease term expires.
4. While a water 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.

2/16/2010
Date

BLUE LAKES COUNTRY CLUB, INC.


Signature – John Fitzgerald, PRESIDENT

FOR DEPARTMENT USE ONLY

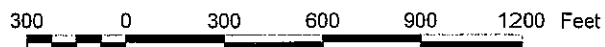
Received by _____ Date _____ Preliminary check by _____

Watermaster recommendation requested on _____ Received _____

Recommended for _____ approval _____ denial by _____

TOWNSHIP 09S, RANGE 17E

TOWNSHIP 09S, RANGE 17E



Total Acreage: 94.75 ac.

Point of Diversion

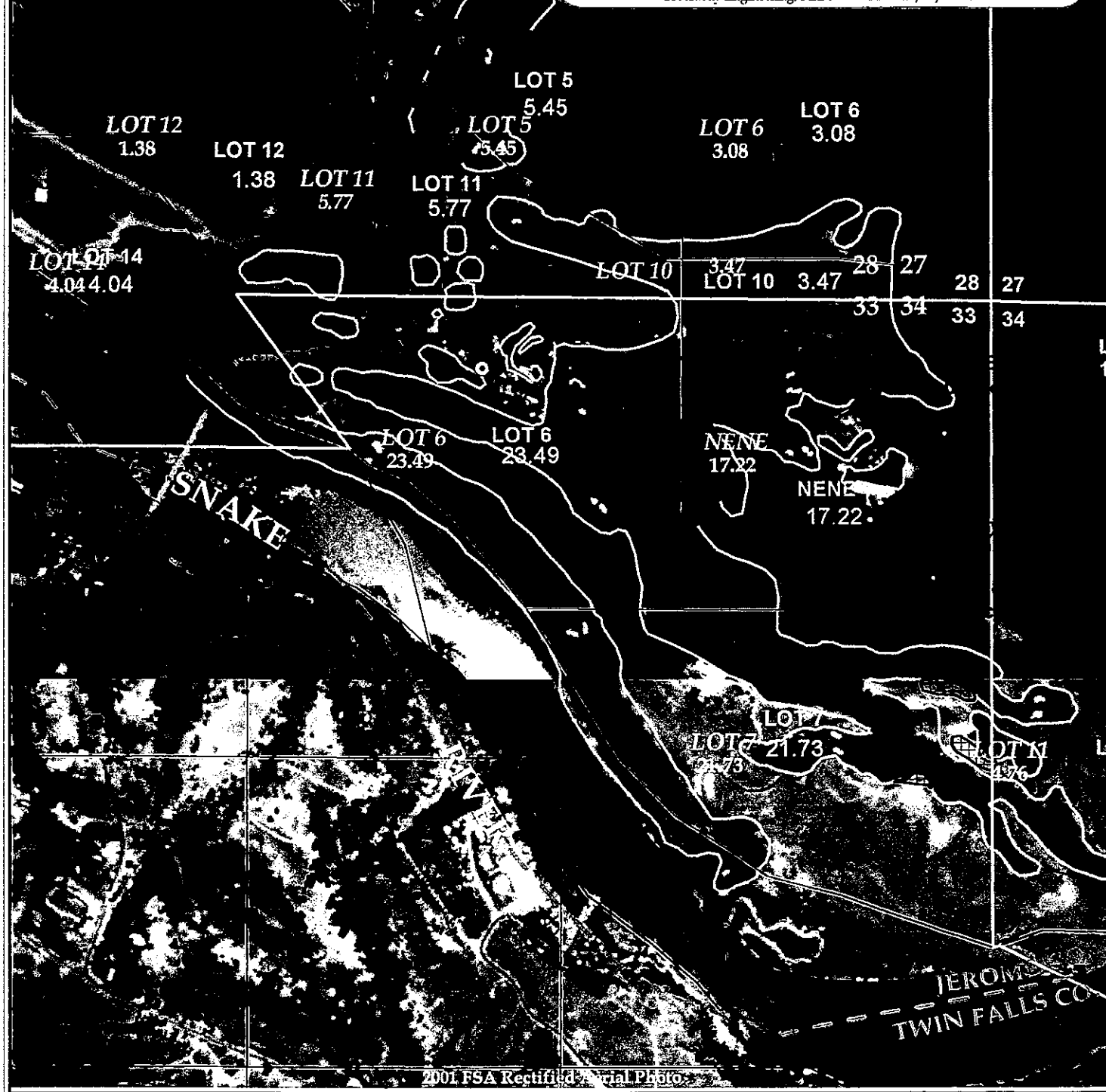
Section Lines

Quarter Section Lines

* For specific irrigated acreage information see attached spreadsheets.

Brockway Engineering, PLLC.

MLA 11/14/2002



2001 FSA Rectified Aerial Photo

ACRES FOR THE WATER BANK

TOWNSHIP	RANGE	SECTION	QUARTER SECTIONS	LOT	AREA (M ²)	ACREAGE
09S	17E	28		5	4546.49	1.13
09S	17E	28		11	3753.66	0.93
09S	17E	28		14	8841.18	2.19
09S	17E	33	NENE		17743.44	4.38
09S	17E	33	NWNE	6	7563.81	1.88
09S	17E	33	SENE	7	2455.14	0.6
09S	17E	34	SWNW	11	40.65	0.01

Total Acres: 11.12



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

C. L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Interim Director

February 26, 2010

Blue Lakes Country Club
PO Box 5729
Twin Falls, ID 83303-5729

**RE: APPLICATION(S) TO LEASE WATER RIGHT NO(S). 36-8593
TO THE WATER SUPPLY BANK**

Dear Applicant:

The Idaho Department of Water Resources (Department) acknowledges receipt of your application(s) to lease the above referenced water right(s) to the Idaho Water Resource Board's Water Supply Bank (Bank). The Department will review your application as resources allow. If the application(s) is not processed prior to the end of the proposed lease period, it will be returned to the applicant. The Department regrets any inconvenience caused by the delay.

Please note that a water right is not protected from forfeiture unless it is accepted into the Bank or unless an exception or defense to forfeiture applies as described under Idaho Code § 42-223. If forfeiture is a concern, you may also consider filing an Application for Extension of Time to Avoid Forfeiture of a Water Right. This and other water right forms are available from the Department's web site at:

<http://www.idwr.idaho.gov/>

Sincerely,

Christine Field for

Aaron Marshall
Sr. Water Resource Agent
(208) 287-4943
aaron.marshall@idwr.idaho.gov