



State of Idaho

**DEPARTMENT OF WATER RESOURCES**

1301 North Orchard Street, Boise, ID 83706 - P.O. Box 83720, Boise, ID 83720-0098  
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DIRK KEMPTHORNE  
Governor

KARL J. DREHER  
Director

April 1, 2003

John A. Rosholt  
233 2<sup>nd</sup> Street North, Suite D  
Twin Falls, ID 83301-6119

**RE: APPLICATION TO LEASE PART OF WATER RIGHT NOS. 36-2083A, 36-2083B and 36-8593 TO THE WATER SUPPLY BANK APPLICATION TO RENT THE RIGHTS FROM THE BANK - BLUE LAKES COUNTRY CLUB**

Dear Mr. Rosholt:

The department has reviewed the Application to Sell or Lease a Water Right to the Water Supply Bank ("bank") and the Application to Rent Water from the Water Supply Bank that you submitted to this office on behalf of Blue Lakes Country Club. Please consider that the offered portion of the rights (0.14 cfs and 45 AF) are accepted into the bank.

Enclosed is a receipt in the amount of \$495 for the rental of this water from the bank together with a Rental Agreement ("agreement") for your review and signature. Upon signature and return of the agreement, the Department also will sign the agreement and will return an executed copy to you. The rental fee is based on \$11 per acre foot ("AF") for the rental of 45 AF of groundwater. Execution of the agreement and compliance with the conditions of approval authorize diversion and use of water as provided in the agreement.

If you have questions, please feel free to contact me.

Sincerely,

L. GLEN SAXTON, P.E.  
Chief, Water Allocation Bureau

Encl: 2

c: IDWR - S. Region  
✓ 36-2083A, 36-2083B and 36-8593

SUPPORT DATA

FILE # 36-2083A

Before the Idaho Water Resource Board

## WATER SUPPLY BANK RENTAL AGREEMENT

The Idaho Water Resource Board ("Board") being authorized to operate a Water Supply Bank ("bank") and to contract by and through the Director of the Idaho Department of Water Resources ("Director") for rental of water from the bank agrees to rent water as follows:

1. Renter: Blue Lakes Country Club
2. Address: P.O. Box 582, Twin Falls, ID 83303-0582
3. Source of water: Alpheus Creek tributary to Snake River
4. Volume of water rented: 45.0 AF      Max diversion rate: 0.14 cfs
5. Diversion period: March 15 to November 15, 2003
6. Use of water: Aesthetics, Pond evaporation
7.
  - a) Renter's points of diversion:  
Legal descr: NW1/4NE1/4, Section 33, T9S, R17E, B.M, Jerome County
  - b) Renter's place of use:  
Legal descr: Bass Lake and Little Bass Lake.
8. The water will be rented from right no. 36-2083A, 36-2083B and 36-8593

The undersigned renter agrees to pay \$ **495.00** for rental of the above described water and agrees to use the water in compliance with the Water Supply Bank rules and in compliance with the conditions of water use shown below:

Conditions of water use under this agreement:

1. The use of water under this agreement shall be subject to the provisions of Section 42-1766, Idaho Code.
2. Upon Department request, the renter shall provide for the measurement of the water diverted in a manner acceptable to the Director and shall report the amount of water diverted at the end of the water use period.

3. Use of water under this agreement does not constitute a dedication of the water to renter's land and upon expiration of this agreement, the place of use of the water shall revert to its original place of use and/or again be available to rent from the bank.
4. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
5. 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.
6. 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.
7. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

\_\_\_\_\_  
Renter

Having determined that this agreement satisfies the provisions of Section 42-1763, Idaho Code, and Rule 30 of the Water Supply Bank Rules, IDAPA 37.02.03030, 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.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

\_\_\_\_\_  
KARL J. DREHER, Director  
Department of Water Resources

# Idaho Department of Water Resources Receipt

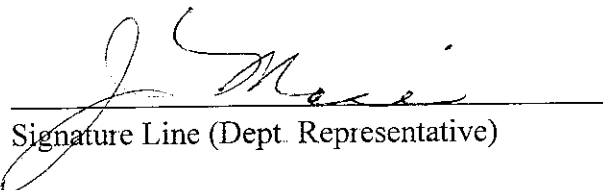
Receipt ID C068330

Payment Amount  Date Received  Region  Status   
Payment Type  Check Number

Payer Comment 

## Fee Detail

| Amount   | Description                 | Fund | FD | PCA   | SO   |
|----------|-----------------------------|------|----|-------|------|
| \$49.50  | WATER BANK-DEPARTMENT SHARE | 0229 | 21 | 55109 | 1205 |
| \$445.50 | WATER BANK-OWNER SHARE      | 0229 | 21 | 55109 | 1205 |

  
Signature Line (Dept. Representative)