



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

March 19, 2009

C. L. "BUTCH" OTTER
Governor

DAVID R. TUTHILL, JR.
Director

STEVE TOLMAN
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, together with the rental fee described below, 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. Therefore, a rental fee of **\$61.60** must be paid in accordance with the rental agreement. Please send a check made payable to the Idaho Department of Water Resources together with the signed rental agreement. Return the signed agreement and fee to my attention within ten (10) days of receipt of this letter so I can complete the processing.

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.

If you have any questions, please contact me at (208) 287-4943.

Sincerely,

Aaron Marshall
Water Allocation Bureau

Enc: 1

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

<u>Water Right</u>	<u>Rented Rate</u>	<u>Annual Rented Volume</u>	<u>Total Rented Acres</u>
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, 2009 to November 15, 2009

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_____.

DAVID R. TUTHILL, JR., 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	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 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. 36-2083B
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.

