

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

RECEIVED

MAY 11 2007

DEPARTMENT OF
WATER RESOURCES

This is to certify that: BLUE LAKES COUNTRY CLUB INC
 PO BOX 582
 TWIN FALLS ID 83303-0582
 (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>Right</u>	<u>Rented Rate</u>	<u>Annual Rented Volume</u>	<u>Total Rented Acres</u>
	36-2083A	0.13 cfs	26.6 af	6.7 ac
	36-2083B	0.01 cfs	1.2 af	0.3 ac
COMBINED	36-8593	0.08 cfs	16.2 af	4.0 ac
RENTAL TOTALS:		0.22 cfs	44.0 af	11.0 ac

TERM OF RENTAL:

March 15, 2007 to November 15, 2007

RENTAL FEE:

\$ 61.60

The total rental fee for the above-described water is \$ 616.00. 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 4 day of May, 20 07

by Shawna Oberchain
 (Print Name)

Shawna Oberchain
 (Signature)

PRESIDENT OF BOARD
 (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 17th day of May, 20 07.

David R. Tuthill, Jr.
 for DAVID R. TUTHILL, JR., Interim Director
 Department of Water Resources

SUPPORT DATA

IN FILE # 36-2083A

**WATER RIGHT NO(S). 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 INC
PO BOX 582
TWIN FALLS ID 83303-0582
(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>
IRRIGATION	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 NWNE Sec. 33 Twp 09S Rge 17E JEROME County

RENTER'S PLACE OF USE: AESTHETICS, POND EVAPORATION

BASS LAKE AND LITTLE BASS LAKE

CONDITIONS OF WATER USE

1. The use of water under this agreement shall be subject to the provisions of Section 42-1766, Idaho Code.
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 or any other department application process.
3. 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 irrigation season.
4. 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.
5. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
6. 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.

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

CONDITIONS OF WATER USE

7. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
8. 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.
9. 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.
10. Failure of the right holder to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.



**WATER RIGHT NO(S). 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 INC
PO BOX 582
TWIN FALLS ID 83303-0582
(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>
IRRIGATION	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 NWNE Sec 33 Twp 09S Rge 17E JEROME County

RENTER'S PLACE OF USE: AESTHETICS, POND EVAPORATION

BASS LAKE AND LITTLE BASS LAKE

CONDITIONS OF WATER USE

1. The use of water under this agreement shall be subject to the provisions of Section 42-1766, Idaho Code
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 or any other department application process.
3. 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 irrigation season.
4. 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.
5. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
6. 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.

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

CONDITIONS OF WATER USE

7. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
8. 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.
9. 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.
10. Failure of the right holder to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement



**WATER RIGHT NO(S). 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 INC
PO BOX 582
TWIN FALLS ID 83303-0582
(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>
IRRIGATION	03/15	to 11/15	0.080 CFS	16.2 AF
	Total: 0.08 CFS			16.2 AF

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

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

RENTER'S PLACE OF USE: AESTHETICS, POND EVAPORATION

BASS LAKE AND LITTLE BASS LAKE

CONDITIONS OF WATER USE

1. The use of water under this agreement shall be subject to the provisions of Section 42-1766, Idaho Code.
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 or any other department application process.
3. 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 irrigation season.
4. 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.
5. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
6. 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.

WATER RIGHT NO(S). 36-8593
WATER SUPPLY BANK RENTAL AGREEMENT

CONDITIONS OF WATER USE

7. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
8. 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.
9. 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.
10. Failure of the right holder to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.

