

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.

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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 7th day of April, 2003.

Dale Puhlin
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 14th day of April, 2003

Karl J. Dreher
for KARL J. DREHER, Director
Department of Water Resources