



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Boise, ID 83706 - P.O. Box 83720, Boise, ID 83720-0098
Phone: (208) 327-7900 Fax: (208) 327-7866 Web Site: www.idwr.state.id.us

DIRK KEMPTHORNE
Governor

KARL J DREHER
Director

May 17, 2004

BLUE LAKES COUNTRY CLUB
PO BOX 582
TWIN FALLS ID 83303-0582

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

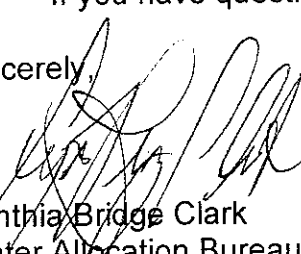
Dear Renter:

The Department of Water Resources (department) acknowledges receipt of your application to rent water from the Water Supply Bank. Please find enclosed a Water Supply Bank Rental 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. Execution of the agreement and compliance with the conditions of approval authorize diversion and use of water as provided in the agreement.

The rental fee is **\$488.40** and was calculated as \$11.00 per acre-foot times 44.4 acre-feet. Enclosed is a receipt for the payment of \$495.00 received by the department with your lease and rental applications. Since you are both the renter and lessor of the rights involved, a refund will be issued to you with the payment to the lessor upon execution of the agreement. Please return the signed agreement to my attention so I can complete the processing.

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

Sincerely,



Cynthia Bridge Clark
Water Allocation Bureau

Encl: 2

c: Cindy Yenter -- IDWR Regional Office
Allen Merritt -- IDWR Regional Office
John A Rosholt - Barker, Rosholt, & Simpson LLP.

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: PO Box 582, Twin Falls, ID 83303-0582
3. Source of water: Alpheus Creek Tributary to Snake River
4. Volume of water rented: 44.4 AF Max rate: 0.22 cfs
5. Diversion period: March 15 to November 15, 2004-2006
6. Use of water: Aesthetics, Pond Evaporation
- 7 a) Renter's point of diversion:
Legal description: NWNE Section 33, T9S, R17E, B.M., Jerome County
b) Renter's place of use:
Legal description: Bass Lake and Little Bass Lake
8. The right from which water will be rented is 36-2083A, 36-2083B, 36-8593

The undersigned renter agrees to pay \$ 488.40 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 irrigation season.

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 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.
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 _____, 2004.

by _____
for _____

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 _____, 2004.

KARL J DREHER, Director
Department of Water Resources

Idaho Department of Water Resources Receipt

Receipt ID C073249

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

M. McMillan

Signature Line (Dept. Representative)