



State of Idaho

**DEPARTMENT OF WATER RESOURCES**

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BRAD LITTLE  
Governor

GARY SPACKMAN  
Director

December 7, 2020

WESTERN RIVERS CONSERVANCY  
71 SW OAK ST STE 100  
PORTLAND OR 97204-3419

RE: Water Supply Bank Lease No. 1251

Dear Water Right Holder:

It was brought to the attention of the Department of Water Resources that a source was left off page 1 of Lease Contract No. 1251. The Department has fixed that error and enclosed an updated page 1 of the lease contract. No other information changed on the lease. The Department apologized for the error.

If you have any questions, please contact me at (208) 287-4942. Thank you.

Sincerely,

Jean Hersley  
Technical Records Specialist II

Enclosure

c: Amy Cassel, IDWR

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

## WATER SUPPLY BANK LEASE CONTRACT No. 1251

This Lease Contract ("**Lease**") is between the Idaho Water Resource Board ("**Board**"), and

**LESSOR:** WESTERN RIVERS CONSERVANCY  
71 SW OAK ST STE 100  
PORTLAND, OR 97204-3419

### RECITALS

1. The Board is authorized under chapter 17, title 42, Idaho Code to operate a water supply bank and to contract with lessors to act as an intermediary in facilitating the rental of water.
2. The Lessor has filed a completed application to lease water rights described below into the Water Supply Bank on forms supplied by the Idaho Department of Water Resources and received by the Department on November 16, 2020.
3. The Director of the Idaho Department of Water Resources has reviewed the application for compliance with the Water Supply Bank rules and has approved the Lease subject to conditions listed below.

NOW, THEREFORE, in consideration of the mutual covenants and contracts herein contained, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **WATER RIGHTS:** The Lessor shall lease and the Board shall accept into the Bank the Applicant's water rights described as follows:

#### Summary of Water Rights or Portions Leased to the Bank

| Water Right No.              | Priority Date | Source                                                                                      | Diversion Rate (CFS) | Diversion Volume (AF) | Acres (AC)  |
|------------------------------|---------------|---------------------------------------------------------------------------------------------|----------------------|-----------------------|-------------|
| 75-14927                     | 5/1/1916      | FOURTH OF JULY CREEK, tributary to PANTHER CREEK<br>PANTHER CREEK tributary to SALMON RIVER | 1.09                 | Not Stated            | 52.0        |
| <b>Combined Lease Totals</b> |               |                                                                                             | <b>1.09</b>          | <b>Not Stated</b>     | <b>52.0</b> |

#### Summary of Water Rights Elements Rentable From the Bank

| Water Right                  | Diversion Rate (CFS) | Diversion Volume (AF) | Acres (Limited) (AC) | Rate Per Acre (CFS/AC) | Volume Per Acre (AF/AC) |
|------------------------------|----------------------|-----------------------|----------------------|------------------------|-------------------------|
| 75-14927                     | 1.09                 | 182.0                 | 52.0                 | 0.021                  | 3.5                     |
| <b>Combined Limit Totals</b> | <b>1.09</b>          | <b>182.0</b>          | <b>52.0</b>          | <b>0.021</b>           | <b>3.5</b>              |

2. **COMPENSATION:** The Lessor shall accept and the Board shall pay compensation determined by the amount of water rented under the following rental rate during such times as the water is rented from the Bank over the term of this Lease.

**Minimum Payment Acceptable:** Current Rental Rate