

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 PANTHER CREEK tributary to SALMON RIVER	1.09	Not Stated	52.0
Combined Lease Totals			1.09	Not Stated	52.0

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
Combined Limit Totals	1.09	182.0	52.0	0.021	3.5

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

NOV 23 2020

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESDEPARTMENT OF
WATER RESOURCES**WATER SUPPLY BANK LEASE CONTRACT No. 1251**

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

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Minimum Payment Acceptable: Current Rental Rate

3. **TERM OF LEASE:** The term of this lease shall be January 1, 2021 to December 31, 2025. This Lease shall bind the parties and take effect when both parties have signed it.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK LEASE CONTRACT No. 1251

4. **WATER SUPPLY BANK CONDITIONS OF ACCEPTANCE:** The Lessor shall abide by all terms and conditions contained in the Water Supply Bank Conditions of Acceptance, attached hereto as "Attachment A" and incorporated herein by this reference.
5. **CHANGE OF WATER RIGHT:** This lease specifies water right elements including but not limited to: diversion rates; diversion volumes; number of acres authorized to be irrigated; places of use; points of diversion; beneficial uses; and seasons of use. During the term of this lease, if a water right is administratively changed due to a water right split and renumbering, this lease may be reduced by an equal amount to reflect the water right elements as legally defined under the water right. If a lease contract cannot be reduced sufficient to reflect the legal definition of a water right as amended through a water right split and/or water right transfer, the Board may release the water right from the Water Supply Bank.
6. **ASSIGNMENT OF CONTRACT:** This lease is between the Board and the Lessor, who is the recognized owner or designated representative of the recognized owners of water rights described herein. Should ownership of any part of a water right herein described change during the term of this lease, either through a water right split, a water right transfer, sale of property to which the water right is appurtenant, or through any other recognized water right reassignment, the lease benefits and obligations to the conditions of acceptance for any such water rights will be assigned to the new owners.
7. **DUPLICATE ORIGINAL:** This Lease is executed in duplicate. Each of the documents with an original signature of each party shall be an original.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK LEASE CONTRACT No. 1251

IN WITNESS WHEREOF, the parties have executed this Contract on the date following their respective signatures.

LESSOR: WESTERN RIVERS CONSERVANCY

71 SW OAK ST STE 100
PORTLAND, OR 97204-3419

By [Signature]
Title President
Date 11/20/2020

IDAHO WATER RESOURCE BOARD

322 East Front Street
P.O. Box 83720
Boise, ID 83720-0098

By [Signature]
Brian Patton, Acting Administrator
Idaho Water Resource Board

Date 12-3-20

Lease approved by IDWR [Signature]

Date 12-3-20

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK LEASE CONTRACT No. 1251

ATTACHMENT A WATER SUPPLY BANK CONDITIONS OF ACCEPTANCE

The water rights or portions thereof leased to the bank are described as follows:

Source and Location of Point(s) of Diversion for Water Right No(s): 75-14927

FOURTH OF JULY CREEK	NWSWSE	Sec. 9	Twp 19N	Rge 18E	LEMHI County
PANTHER CREEK	SESWSE	Sec. 9	Twp 19N	Rge 18E	LEMHI County
PANTHER CREEK	NWSESE	Sec. 9	Twp 19N	Rge 18E	LEMHI County

Water Right	Beneficial Use	Season of Use			Diversion Rate (CFS)	Volume (AF)
		From		To		
75-14927	IRRIGATION	04/01	to	11/01	1.09 cfs	Not Stated
	STOCKWATER	01/01	to	12/31	1.09 cfs	Not Stated
Totals:					1.09 cfs	Not Stated

PLACES OF USE TO BE IDLED UNDER THIS LEASE: IRRIGATION and STOCKWATER

Twp	Rng	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
19N	18E	9													18.0		2.0	12.0	32.0
19N	18E	10							14.0			6.0							20.0

Total Acres: 52.0

ADDITIONAL CONDITIONS OF ACCEPTANCE

- The water rights referenced above will be rented from the bank at the current rental rate.
- There is no rental payment to the lessor of the water right if the right or a part thereof is not rented from the bank.
- While a right is in the bank, the lessor may not use the right without approval of the Department even if the right is not rented from the bank. Any violation of the terms of this lease may result in enforcement procedures pursuant to Idaho Code § 42-351 for illegal diversion and use of water and may include civil penalties pursuant to Idaho Code § 42-1701B.
- A right accepted into the bank stays in the bank until the Board releases it, or the lease term expires. A right may be released from the bank upon request, provided the Board approves the release. Unless approved by the Department, leased rights may not be immediately available for release.
- While a water right is in the bank, forfeiture provisions are stayed pursuant to Idaho Code § 42-223(5).
- Rental of water under this right is subject to the limitations and conditions of approval of the water right.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK LEASE CONTRACT No. 1251

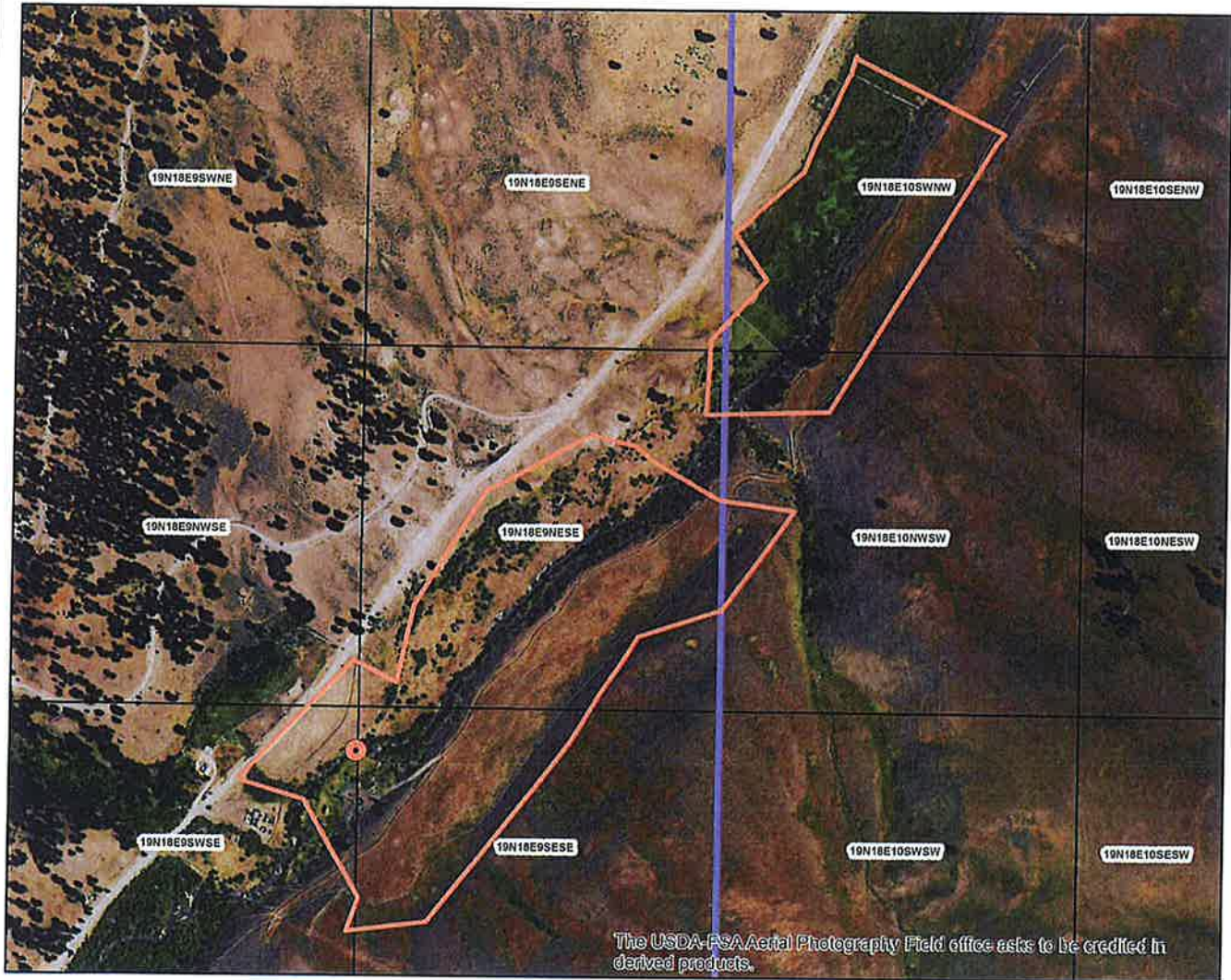
7. Failure of the right holder to comply with the conditions of acceptance is cause for the Director to rescind acceptance of the lease.
8. Acceptance of a right into the bank does not, in itself, confirm the validity of the right or any elements of the water right, or improve the status of the right 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.
9. In accordance with Idaho Code § 42-248 and § 42-1409(6), all owners of water rights are required to notify the Department of any changes in mailing address or change in ownership of all or part of a water right. Notice must be provided within 120 days of the change.
10. If a water right leased into the Water Supply Bank is sold or conveyed during the lease term, and if the leased right was rented, the rental proceeds will be disbursed in the following manner regardless of any arrangements between the buyer(s) and seller(s) to the contrary:
 - a. Rental payments will go to the lessor(s) of record at the beginning of the rental season, even if the Department processes a Notice of Change in Water Right Ownership during the rental season.
 - b. New lessor(s) of record will receive payment for any subsequent rental seasons.
11. The water right(s) is leased to the bank subject to all prior water rights and shall be administered in accordance with Idaho law and applicable rules of the Department of Water Resources.
12. The quantity of water under this right for stockwater use shall not exceed 13,000 gallons per day.
13. Property is within Homestead Entry Survey No. 173.

Idaho Water Resource Board
Water Supply Bank Lease Contract No. 1251

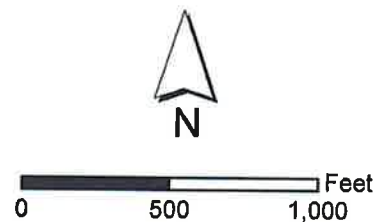
75-14927

Effective until December 31, 2025

This map depicts the **place of use to be idled** pursuant to the lease contract and is attached to the contract solely for illustrative purposes.



-  Approved Lease Point of Diversion
-  Approved Lease Place of Use
-  Township/Range
-  Sections
-  QQ



STATE OF IDAHO
WATER RESOURCE BOARD

RECEIVED

**APPLICATION TO SELL OR LEASE A WATER RIGHT
TO THE WATER SUPPLY BANK**

NOV 16 2020

DEPARTMENT OF
WATER RESOURCESDesignated Applicant Western Rivers ConservancyWater Right No. 75-14927

(Select one owner – see item 1A on the application)

(One water right per application)

Is this application being submitted with a rental application as a lease/rental package?

Yes ☐ No ☒

This application must be prepared in accordance with the minimum requirement checklist below. Use this checklist to ensure all necessary documentation has been provided. This checklist is part of the lease application and must be included with the lease application. **Applications that do not meet the minimum requirements will not be processed and may be returned or denied.**

MINIMUM REQUIREMENT CHECKLIST

All items must be checked as either *Attached (Yes)* or *Not Applicable (N/A)*

Yes

- ☒ Completed *Application to Sell or Lease a Water Right to the Water Supply Bank*.
- ☒ Application filing fee of \$250.00 per water right. If you are submitting more than one lease application and the water rights have an overlapping, common place of use, or a common diversion rate or volume, the total fee for all water rights is \$500.00. For places of use, multiple water rights must be used to irrigate the same lands in order to qualify for the joint filing fee. Individual filing fees are required for water rights that share a common permissible place of use but which cover separate acres within the permissible place of use.
- ☒ Confirmation this form has been printed **single sided**, per requirement of the Water Supply Bank.

Attachment N/A Yes

- | | | | |
|----|-------------------------------------|-------------------------------------|--|
| 1A | ☐ | ☒ | Signatures and contact information for all owners of the water right to be leased or sold on this application. |
| 1B | ☐ | ☒ | An <u>Internal Revenue Service (IRS) Form W-9</u> for the Designated Applicant. |
| 1C | ☐ | ☒ | <i>Notice of Change in Water Right Ownership</i> form (accessible from www.idwr.idaho.gov). |
| 1D | ☒ | ☐ | Contact information for an authorized representative and documentary proof they are authorized to represent the Designated Applicant on this application. If the Designated Applicant is a business, partnership, municipality, organization or association, include documents identifying officers authorized to sign or act on behalf of the entity. |
| 2 | ☐ | ☒ | Description of a water right portion offered to the Water Supply Bank. |
| 3 | ☐ | ☒ | A map that clearly outlines the specific location where irrigated acres will be dried up, or where a beneficial use of water will be suspended. You have the option of printing a map using the map tool on IDWR's website at: www.idwr.idaho.gov . |
| 4A | ☒ | ☐ | Written consent from irrigation district or water delivery company. |
| 4G | ☒ | ☐ | Evidence demonstrating the water right has not been forfeited pursuant to <u>Section 42-222(2), Idaho Code</u> . |

Department Use Only

Fee Amount \$ <u>250</u>	Received By:	Date Received: <u>8-17-2020</u>	Receipt # <u>2109147</u>
W-9 received? Yes ☒ No ☐ (Route W-9 to Fiscal)		Name on W-9: <u>Western River Conservancy</u>	

11-16-2020

STATE OF IDAHO
WATER RESOURCE BOARD

APPLICATION TO SELL OR LEASE A WATER RIGHT
(Continued)

1. CONTACT INFORMATION

- A. This application must be completed by a Designated Applicant who is a current owner of the water right being sold or leased to the Water Supply Bank. If there are additional current owners, those individuals must authorize the Designated Applicant to represent them on this application by completing and signing Attachment 1A of this application package.

Designated Applicant Western Rivers Conservancy

Mailing Address 71 SW Oak Street, Suite 100 Portland OR 97204
Street City State Zip Code

Email Address sdoroff@westernrivers.org Phone Number 503-241-0151

☒ The Designated Applicant is the sole owner of the water right being sold or leased to the Water Supply Bank.

OR

☐ The Designated Applicant is representing additional water right holders who have completed Attachment 1A.

- B. Has the Designated Applicant submitted an IRS Form W-9 to this Department within the last 2 years? Yes ☒ No ☐

If no, complete the form and attach to this application (Attachment 1B).

- C. Are all applicants on this form listed in IDWR's records as the current owners of the water right? Yes ☐ No ☒

If no, attach a *Notice of Change in Water Right Ownership* form along with the required documentation and fee (Attachment 1C).

- D. Is this application being completed by an authorized representative of the Designated Applicant? Yes ☐ No ☒

If yes, representatives (includes employees of Designated Applicant companies) must complete this section and submit documentary proof of their authority to represent the Designated Applicant (Attachment 1D).

Name of Representative _____ Organization _____

Professional Title _____ Email Address _____

Mailing Address _____ Phone Number _____

☐ Send all correspondence for this application to the representative and not to the Designated Applicant.

OR

☐ Send original correspondence to the Designated Applicant and copies to the representative.

2. DESCRIPTION OF WATER RIGHT OFFERED TO THE BANK

☒ The full water right is being offered to the Bank.

OR

☐ A part of the water right is being offered to the Bank.

If a portion of the water right is being offered, **complete Attachment 2.**

3. MAP

Attach a map of the point(s) of diversion and place(s) of use proposed to be idled by this lease application. Make sure the idled place of use is outlined and annotated with legal land descriptions (Township, Range, Section and Quarter-Quarters) or with GPS coordinates. For irrigation purposes, mark the number of acres you desire to idle. If the water right proposed for lease is located within a permissible place of use (PPU) and portions of the PPU will continue to receive water from non-leased water rights, clearly outline on a map the acres within the PPU that will continue to be irrigated, as well as acres that will be idled during the lease term. Label the map **Attachment 3.**

STATE OF IDAHO
WATER RESOURCE BOARD

APPLICATION TO SELL OR LEASE A WATER RIGHT
(Continued)

4. GENERAL INFORMATION

- A. Is the diversion works or system owned or managed by an irrigation district or water delivery company? Yes ☐ No ☒
If yes, provide written consent from the company, corporation or irrigation district authorizing the proposed sale or lease (Attachment 4A).

If your water right is delivered through a canal, lateral or ditch operated by a canal company, irrigation district, or similar delivery entity, your lease request must include written consent from the company, district, or similar entity for your removal of water from its system pursuant to Section 42-108, Idaho Code and IDAPA WSB Rule 37.02.03.25.02e.

- B. Please provide a description of the current water diversion and delivery system.

Water is diverted with a concrete check structure and delivered by a series of ditches and pipeline to the place of use.

- C. Describe any other water rights used for the same purpose at the same place of use as the water right being offered to the Bank.

- D. Are any of the water rights identified in Section 4C stacked with the water right proposed for lease? Yes ☐ No ☒

Stacked water rights are used together to achieve a common beneficial use, such as irrigation of the same lands. Stacked water rights cannot be separated and must be jointly leased to the Water Supply Bank. Stacked water rights qualify for the multiple fee payment of \$500.

- E. Will the present place of use continue to receive water from any other source? Yes ☐ No ☒

If yes, explain the relationship between the different water sources and how enlargement of the authorized use will not occur if this water right is leased.

- F. Identify annual volumes and/or rates of water diverted in the last 5 years to accomplish the beneficial use authorized by this water right. 1.04 cfs for irrigation, 0.05 cfs for stockwater

- G. Has any portion of this water right undergone a period of five or more consecutive years of non-use? Yes ☐ No ☒

If yes, describe the circumstances and attach evidence to demonstrate how the water right has not been lost through forfeiture (Attachment 4G). See Section 42-223, Idaho Code for exceptions to forfeiture. Your application may be denied if forfeiture concerns are not addressed.

- H. Is this water right involved in any other IDWR process, such as an application for transfer or a mitigation plan?

If yes, describe. Yes ☐ No ☒

STATE OF IDAHO
WATER RESOURCE BOARD

APPLICATION TO SELL OR LEASE A WATER RIGHT
(Continued)

5. SALE/LEASE AGREEMENT

A. Is the water right, or portion thereof, offered to the Idaho Water Resource Board (IWRB) for sale ☐ or lease ☐?

If lease, specify the years when the use of water will be suspended: _____ to _____ (maximum lease period 5 calendar years).
(Year) (Year)

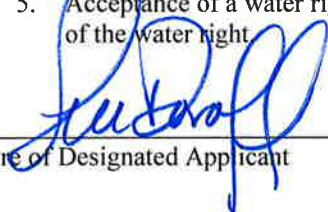
B. Show the minimum payment acceptable to the seller/lessor. The minimum payment may be shown as the "current rental rate" as established by the IWRB. Include the method of determining the minimum payment if other than the current rental rate.

Current rental rate _____

I hereby assert that the information contained in this application is true to the best of my knowledge, and that I have the authorities necessary to offer this water right for sale or lease to the Idaho Water Resource Board.

The Designated Applicant acknowledges the following:

1. Payment to the Designated Applicant is contingent upon the sale or rental of the water right from the Bank.
2. While a water right is in the Bank, the seller/lessor of the water right may not use the water right, even if the water right is not rented from the Bank.
3. A water right accepted into the Bank stays in the Bank until the Designated Applicant receives written confirmation from the Board or Water Supply Bank that the water right has been released from the Bank.
4. While a water right is in the Bank, forfeiture is stayed.
5. Acceptance of a water right into the Bank does not, in itself, confirm the validity of the water right or any element of the water right.



Signature of Designated Applicant

Sue Doroff, President

Printed Name

11/13/2020

Date

Signature of Authorized Representative

Printed Name

Date

Mail to:
Idaho Department of Water Resources
P.O. Box 83720
Boise, ID 83720-0098

**STATE OF IDAHO
WATER RESOURCE BOARD**

ATTACHMENT 1A

Additional Water Right Holders Party to the Lease Application

For the water right on this application, list all owners (individuals or business entities) of the right or the property to which it is appurtenant. All water right holders must sign a Water Supply Bank Lease Application. However, only the Designated Applicant needs to provide a completed IRS Form W-9 (Attachment 1B). **All correspondence and any financial payment associated with the rental of this water right will be directed to the Designated Applicant.** If additional space is needed to list any other water right holders, attach a second copy of Attachment 1A.

If submitting multiple applications, it is only necessary to complete one Attachment 1A for the group of applications. List each water right below.

Water Right No(s). _____

	Designated Applicant	Applicant #2	Applicant #3
Name			
Mailing Address			
Phone Number			
Email Address			
Applicant Declaration	As Designated Applicant, I submit this lease application on behalf of all other water right holders.	I authorize the Designated Applicant to submit this application on my behalf.	I authorize the Designated Applicant to submit this application on my behalf.
Signature			

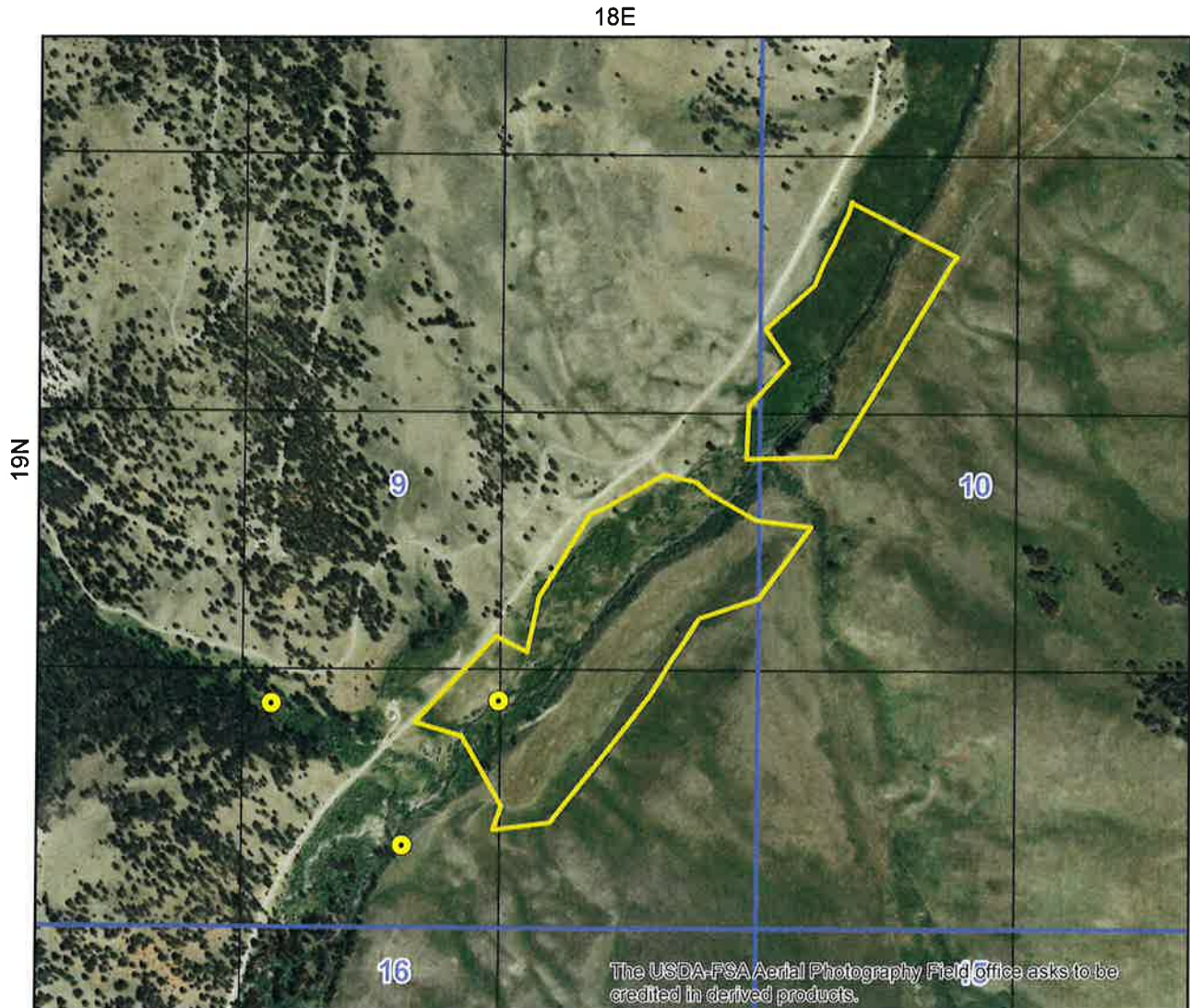
	Applicant #4	Applicant #5	Applicant #6
Name			
Mailing Address			
Phone Number			
Email Address			
Applicant Declaration	I authorize the Designated Applicant to submit this application on my behalf.	I authorize the Designated Applicant to submit this application on my behalf.	I authorize the Designated Applicant to submit this application on my behalf.
Signature			

State of Idaho
Department of Water Resources

Water Right
75-14927

IRRIGATION

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.



- Point of Diversion
- Place Of Use Boundary
- Townships
- PLS Sections
- Quarter Quarters

0 0.1 0.2 0.4 Miles





0003854272

**STATE OF IDAHO***Office of the secretary of state, Lawrence Denney***ANNUAL REPORT**

Idaho Secretary of State
PO Box 83720
Boise, ID 83720-0080
(208) 334-2301
Filing Fee: \$0.00

*For Office Use Only***-FILED-**

File #: 0003854272

Date Filed: 4/28/2020 6:17:40 PM

Entity Name and Mailing Address:

Entity Name: WESTERN RIVERS CONSERVANCY, INC.
Foreign Name (name in home jurisdiction): WESTERN RIVERS CONSERVANCY
The file number of this entity on the records of the Idaho Secretary of State is: 0000608962
Address: 71 SW OAK ST
STE 100
PORTLAND, OR 97204-3419

Entity Details:

Entity Status: Active - Good Standing
This entity is organized under the laws of: OREGON
If applicable, the old file number of this entity on the records of the Idaho Secretary of State was: C201963

The registered agent on record is:

Registered Agent: RICHARD R HALL
Registered Agent
Physical Address
101 S CAPITOL BLVD STE 1900
BOISE, ID 83702
Mailing Address

B0508-3402 04/28/2020 6:17 PM Received by ID Secretary of State Lawrence Denney



Corporate Officers and Directors:



Name	Title	Business Address
+ Sue Doroff	President	71 SW OAK ST STE 100 PORTLAND, OR 97204-3419
+ Eric Adema	Director	71 SW OAK ST STE 100 PORTLAND, OR 97204-3419
+ Bill Brown	Director	71 SW OAK ST STE 100 PORTLAND, OR 97204-3419
+ Ken Grossman	Director	71 SW OAK ST STE 100 PORTLAND, OR 97204-3419
+ Betsy Jewett	Director	71 SW OAK ST STE 100 PORTLAND, OR 97204-3419
+ Lynn Loacker	Director	71 SW OAK ST STE 100 PORTLAND, OR 97204-3419
+ Carter MacNichol	Director	71 SW OAK ST STE 100 PORTLAND, OR 97204-3419
+ Nancy McKay	Director	71 SW OAK ST STE 100 PORTLAND, OR 97204-3419
+ Peter Moyle	Director	71 SW OAK ST STE 100 PORTLAND, OR 97204-3419
+ Darcy Saiget	Director	71 SW OAK ST STE 100 PORTLAND, OR 97204-3419
+ Jim Smith	Director	71 SW OAK ST STE 100 PORTLAND, OR 97204-3419
+ Liam Thornton	Director	71 SW OAK ST STE 100 PORTLAND, OR 97204-3419
+ Bruce Williams	Director	71 SW OAK ST STE 100 PORTLAND, OR 97204-3419
+ Tim Wood	Director	71 SW OAK ST STE 100 PORTLAND, OR 97204-3419



 Juliette Harding	Secretary	71 SW OAK ST STE 100 PORTLAND, OR 97204-3419
The annual report must be signed by an authorized signer of the entity. <i>Juliette Harding</i> Sign Here <i>04/28/2020</i> Date Job Title: Secretary		

**WESTERN RIVERS CONSERVANCY
BOARD RESOLUTIONS**

The Board of Directors of Western Rivers Conservancy hereby authorizes the purchase and sale of approximately 110 acres, more or less, located along Panther Creek, located in Lemhi County, Idaho on terms and conditions satisfactory to its President, Sue Doroff.

FURTHER, that the President of Western Rivers Conservancy, Sue Doroff, or its Conservation Director, Josh Kling, is each hereby authorized to execute any and all documents necessary or convenient to the completion of these transactions, including, without limitation, purchase and sale agreements, letters exercising option rights, grant agreements, deeds, mortgages, deeds of trust, promissory notes, credit agreements and customary loan and closing documents.

I, Juliette Harding, certify that I am the duly elected Secretary and Treasurer of Western Rivers Conservancy, a nonprofit corporation organized under the laws of the State of Oregon. I further certify that the resolutions set forth above were adopted in accordance with the Bylaws of Western Rivers Conservancy on September 25, 2020, and that said resolutions have not been modified nor rescinded.

Executed at Portland, Oregon, this 25th day of September 2020.



Juliette Harding
Secretary and Treasurer

BYLAWS OF THE WESTERN RIVERS CONSERVANCY

A NONPROFIT PUBLIC BENEFIT CORPORATION (THE "CORPORATION"), ORGANIZED PURSUANT TO THE OREGON NONPROFIT CORPORATION ACT, ORS CHAPTER 65, AS AMENDED FROM TIME TO TIME (THE "ACT")

SECTION 1. PURPOSES, POWERS AND RESTRICTIONS

1.1 Purposes and Powers.

1.1.1. Purposes.

The Corporation is organized exclusively for charitable and educational purposes within the meaning of Sections 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), including without limitation, acquiring and conveying title to lands, or interests in land, along rivers for the purpose of conserving the natural, scenic and recreational features of those lands for the benefit of the general public.

1.1.2. Powers.

The Corporation shall have the power to engage in any lawful activity for which corporations may be organized under the Act, provided that such activities are consistent with the purposes of the corporation set forth in Section 1.1.1 and the restrictions and limitations on the Corporation set forth in Section 1.2 of these Bylaws.

1.2 Restrictions.

1.2.1 Nonprofit Status.

The Corporation shall not have or issue shares of stock. The Corporation is not organized for profit, and no part of its net earnings shall inure to the benefit of any Director or Officer of the Corporation nor to any private individual, except that the Corporation shall be authorized and empowered to reimburse the expenses of its Directors, Officers, and employees in accordance with the Bylaws of the Corporation and to make payments and distributions in furtherance of the purposes of the Corporation, subject to the limitations of this Section 1.1.

1.2.2 Distributions; Dissolution.

No Director or Officer of the Corporation, nor any private individual, shall be entitled to share in the distribution of any of the corporate assets upon dissolution of the Corporation or the winding up of its affairs. Upon such dissolution or winding up, after paying or making adequate provision for the payment of all of the liabilities of the Corporation, all remaining assets of the Corporation shall be distributed by the Board of Directors (the "Board"), for one or more exempt purposes within the meaning of Section 501(c)(3) of the Code, or corresponding section of any future federal tax code, or shall be distributed to an organization that then qualifies for exemption under Section 501(c)(3) of the Code, or corresponding section of any future federal tax code, or to the federal government or a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by the Circuit Court of Multnomah County, Oregon, exclusively for such purposes or to such an exempt organization or organizations as such Court shall determine.

1.2.3 Prohibited Activity.

(a) No substantial part of the activities of the Corporation shall be devoted to attempting to influence legislation by propaganda or otherwise except as may be permitted to organizations qualified for exemption under Section 501(c)(3) of the Code or the corresponding section of any future federal tax code. The Corporation shall not, directly or indirectly, participate in or intervene in (including the publication or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office. The Corporation shall not have objectives or engage in activities which characterize it as an "action" organization within the meaning of the Code.

(b) Notwithstanding any other provisions of these Bylaws, the Corporation shall not conduct or carry on activities not permitted to be conducted or carried on (i) by an organization exempt from federal income tax under Section 501(c)(3) of the Code or the corresponding section of any future federal tax code, or (ii) by an organization, contributions to which are deductible under Section 170(c)(2) of the Code or the corresponding section of any future federal tax code, or (iii) by a corporation exempt from the Oregon Corporation Excise Tax under ORS 317.080, as amended, or the corresponding section of any future Oregon tax code.

SECTION 2. OFFICES

2.1 Principal Office.

The principal office of the Corporation shall be located at the principal place of business or such other place as the Board may designate. The Corporation may have such other offices, either within or without the State of Oregon, as the Board may designate or as the business of the Corporation may require from time to time.

2.2 Registered Office.

The registered office of the Corporation shall be located within the State of Oregon and may be, but need not be, identical with the principal office (if located within the State of Oregon).

SECTION 3. BOARD OF DIRECTORS

3.1 General Powers.

The business and affairs of the Corporation shall be managed by the Board.

3.2 Number, Tenure and Qualification.

The Board shall consist of no less than three (3) and no more than twenty-five (25) Directors with the specific number of Directors set by resolution of the Board from time to time. The number of Directors may be changed from time to time by amendment to these Bylaws, but no decrease in the number of Directors shall shorten the term of any incumbent Director, nor shall the number of Directors be changed to a number less than three. All Directors shall serve for a term of three years. Except as specifically provided in these Bylaws, no Director may serve more than three (3) consecutive terms and then shall be ineligible to serve as a Director for one (1) year following. Provided, however, that the President of the Corporation shall serve as a non-voting member of the Board of Directors ex-officio without regard to limits on terms set forth herein.

3.3 Chair and Vice Chair.

There shall be a Chair of the Board ("Chair") and a Vice Chair ("Vice Chair"). The Chair shall be elected by the Board and shall preside over Board meetings. The Vice Chair shall be elected by the Board and shall assist the Chair, shall preside over meetings of the Board in the absence of the Chair, and otherwise shall perform such duties as shall be assigned by the Board.

3.4 Resignation.

Any Director may resign at any time by delivering written notice to the Chair of the Board or to the registered office of the Corporation. Such resignation shall take effect at the time specified in the notice or, if no time is specified, upon delivery. Unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

3.5 Removal.

One or more Directors may be removed at a meeting of the Board called expressly for that purpose or at a regularly scheduled meeting of the Board, provided that the notice of any such meeting states that the purpose, or one of the purposes, of the meeting is such removal. A Director may be removed with or without cause.

3.6 Vacancies.

Any vacancy on the Board of Directors shall be filled by a majority vote of the remaining Directors.

3.7 Compensation.

By Board resolution, Directors and committee members may be paid their actual expenses, if any, of attendance at each Board or committee meeting. Directors shall not receive any other compensation for personal services as a Director.

SECTION 4. MEETINGS AND ACTIONS OF THE BOARD

4.1 Regular Meetings.

4.1.1 Regular Meetings.

By resolution and without notice other than such resolution, the Board may specify the time and place (either in or out of the State of Oregon) for holding regular meetings.

4.1.2 Annual Meetings.

An annual Board meeting is a regular meeting that shall be held each year in September at the principal office of the Corporation or such other place as fixed by the Board, for the purpose of electing Directors, appointing officers and transacting such other business as may properly come before the meeting. If the annual meeting is not held at the designated time, the President or the Chair may call the annual meeting for a time in October or November fixed by them by proper notice (pursuant to Section 3.7), designating the meeting as the annual meeting.

4.2 Special Meetings.

Special meetings of the Board may be called by or at the request of the Chair, the President, or any two Directors. The person or persons authorized to call special meetings may fix any place, in or out of the State of Oregon, as the place for holding any special Board meeting called by them.

4.3 Meetings by Telecommunications.

Members of the Board may participate in a meeting by use of any means of communication by which all persons participating may simultaneously hear each other during the meeting. Participation by such means shall be deemed presence in person at the meeting.

4.4 Notice of Meetings.

Except as provided in Section 3.7.7 below, notice of a Board meeting, stating the date, time, and place of the meeting, shall be given to each Director at his or her address shown on the records of the Corporation. Notice by U.S. mail, personal delivery, oral notice, facsimile notice, e-mail or private courier will be deemed effective methods of delivery. Such notice shall be delivered at least two (2) days prior to a meeting.

If notice is delivered by mail, the notice shall be deemed effective if deposited in the official government mail at least seven (7) days before the meeting, properly addressed to a Director at his or her address shown on the records of the Corporation, with postage prepaid.

Unless specifically required by the Act or by these Bylaws, neither the business to be transacted at nor the purpose of any special meeting need be specified in the notice of such meeting. In case of emergency, the person or persons calling the meeting may prescribe a shorter notice, to be given personally or by telephoning each Director.

4.5 Waiver of Notice.

4.5.1 Written Waiver.

Whenever any notice is required to be given to any Director under the provisions of these Bylaws, the Articles of Incorporation or the Act, a waiver thereof in writing, executed at any time, specifying the meeting for which notice is waived, signed by the person or persons entitled to such notice, and filed with the minutes or corporate records, shall be deemed equivalent to the giving of such notice. Neither the business to be transacted at nor the purpose of any regular or special meeting of the Board need be specified in the waiver of notice of such meeting.

4.5.2 Waiver by Attendance.

The attendance of a Director at a Board meeting shall constitute a waiver of notice of such meeting unless the Director, at the beginning of the meeting or promptly upon such Director's arrival, objects to holding the meeting or transacting any business thereat and does not thereafter vote for or assent to action taken at the meeting.

4.6 Quorum.

A majority of the Directors in office shall constitute a quorum for the transaction of business at any Board meeting. If fewer than a majority are present at a meeting, a majority of the Directors present may adjourn the meeting without further notice.

4.7 Manner of Action.

The act of the majority of the Directors present at a Board meeting at which there is a quorum shall be the act of the Board.

4.8 Presumption of Assent.

A Director present at a Board meeting at which action on any corporate matter is taken, shall be deemed to have assented to the action taken unless (1) such Director's dissent is entered in the minutes of the meeting or (2) such Director delivers a written notice of dissent or abstention to such action with the presiding Officer of the meeting before the adjournment thereof, or (3) such Director forwards such notice by registered mail to the Secretary of the Corporation immediately after the adjournment of the meeting. A Director who voted in favor of such action may not thereafter dissent or abstain.

4.9 Action by Board or Committees, Without a Meeting.

Any action that could be taken at a meeting of the Board may be taken without a meeting if a written consent describing the action taken is either signed or consented to via e-mail by all Directors entitled to vote on the action. Such written consent has the effect of a meeting and shall be inserted in the minute book as if it were the minutes of a Board meeting.

4.10 Minutes.

The Board shall keep minutes of its meetings and shall cause them to be recorded in books kept for that purpose.

4.11 Committees.

4.11.1 Standing or Temporary Committees.

The Board by resolution may appoint standing or temporary committees, each committee to consist of two or more Directors, and, except as provided by Section 4.11.2, may invest such committee(s) with such powers as it may see fit, subject to such conditions as may be prescribed by the Board and by applicable law. The Board may designate one or more Directors as alternate members of any committee. These alternate members may replace any absent or disqualified member at any meeting of that committee. In the absence or disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another member of the Board to act at the meeting in place of any such absent or disqualified member.

4.11.2 Powers of Committee.

Notwithstanding any other provisions contained herein, no committee may: (a) authorize distributions; (b) approve or recommend to members dissolution, mergers, or the sale, pledge, or transfer of all or substantially all of the Corporation's assets; (c) elect, appoint, or remove Directors or fill vacancies on the Board or any of its committees; or (d) adopt, amend, or repeal these Bylaws or the Articles of Incorporation.

4.11.3 Minutes of Meetings.

All committees so appointed shall keep regular minutes of their meetings and shall cause them to be recorded in books kept for that purpose.

4.11.4 Resignation.

Any member of any committee may resign at any time by delivering written notice thereof to the Chair of the Board, the President, the Secretary, the Board, or the Chair of such committee. Any such resignation shall take effect at the time specified therein or, if the time is not specified, upon delivery thereof. Unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

4.11.5 Removal.

The Board may remove from office any member of any committee elected or appointed by it but only by the affirmative vote of a majority of the Board.

SECTION 5. STANDARDS OF CONDUCT

5.1 Director Conflict of Interest.

A "conflict of interest transaction" is a transaction with the Corporation in which a Director has a direct or indirect interest, including, without limitation, a proposed donation of services, materials, funds, or other goods to, or a proposed contract or agreement or transaction with, an agency or organization of which a Director is a director, officer or agent. In the event that a conflict of interest transaction is proposed or contemplated by the Board of Directors, any interested Director shall disclose to the Board all material facts known to such Director and such Director's interest in the transaction. The transaction may then be approved by a majority of the Directors on the Board who have no direct or indirect interest in the transaction.

SECTION 6. OFFICERS

6.1 Number.

The Officers of the Corporation shall be the Chair of the Board, the Vice-Chair of the Board, the President, the Secretary, and the Treasurer. In addition, other Officers and assistant Officers may be elected or appointed by the Board; such Officers and assistant Officers are to hold office for such period, have such authority, and perform such duties as are provided in these Bylaws or as may be provided by resolution of the Board. Any Officer may be assigned by the Board any additional title that the Board deems appropriate. The Board may delegate to any Officer or agent the power to appoint any such assistant Officers or agents and to prescribe their respective terms of office, authority and duties.

6.2 Election and Term of Office.

The Officers of the Corporation shall be elected every year by the Board, at the annual Board meeting. If the election of Officers is not held at such meeting, such election shall be held as soon thereafter as a Board meeting conveniently may be held. Unless an Officer dies, resigns, or is removed from office, he or she shall hold office until the earlier of (i) the next annual meeting of the Board or (ii) his or her successor's election.

6.3 Resignation.

Any Officer may resign at any time by delivering written notice to the Corporation. Any such resignation shall take effect at the time specified in the notice or, if no time is specified, upon delivery. Unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

6.4 Removal.

Any Officer or agent elected or appointed by the Board may be removed by the Board whenever, in the Board's judgment, the best interests of the Corporation would be served thereby.

6.5 Vacancies.

A vacancy in any office, because of death, resignation, removal, disqualification, creation of a new office, or any other cause, may be filled by the Board for the unexpired portion of the term or for a new term established by the Board.

6.6 Chair of the Board.

The Chair of the Board shall be elected to a one-year term. The Chair shall perform such duties as shall be assigned to him or her by the Board from time to time and shall preside over meetings of the Board unless another Officer is appointed or designated by the Board as Acting Chair of such meeting. Provided further that any Chair may serve out his or her entire term following election as Chair, even though such service may exceed the limit on terms set forth in Section 3.2 above.

6.7 Vice Chair of the Board.

The Vice Chair of the Board may be elected to a one-year term. The Vice Chair shall perform the duties of the Chair in the absence or the incapacity of the Chair, and otherwise he or she shall perform such duties as shall be assigned by the Board.

6.8 President.

The President shall be the Chief Executive Officer of the Corporation and shall serve at the pleasure of the Board. Subject to the Board's control, he or she shall supervise the business and affairs of the Corporation. The President shall have authority to sign deeds, mortgages, bonds, contracts, or other instruments, except when the signing and execution thereof have been expressly delegated by the Board or by these Bylaws to some other Officer or agent of the Corporation or are required by law to be otherwise signed or executed by some other Officer or in some other manner. In general, the President shall perform all duties incident to the office of President and such other duties as are prescribed by the Board from time to time.

6.9 Secretary.

The Secretary shall: (a) keep or arrange for the keeping of the minutes of meetings of the Board in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (c) be responsible for custody of the corporate records and seal of the Corporation; and (d) keep records of the contact information of each Director. The Secretary shall in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him or her by the President or by the Board. In the absence of the Secretary, an Assistant Secretary, if one is appointed, may perform the duties of the Secretary.

6.10 Treasurer.

The Treasurer shall have charge and custody of and be responsible for all funds and securities of the corporation; receive and give receipts for moneys due and payable to the Corporation from any source whatsoever and deposit all such moneys in the name of the Corporation in banks, trust companies, or other depositories selected in accordance with the provisions of these Bylaws; and in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him or her by the President or by the Board. If required by the Board, the Treasurer shall give a bond for the faithful discharge of his or her duties in such amount and with such surety as the Board shall determine. In the absence of the Treasurer, an Assistant Treasurer, if one is appointed, may perform the duties of the Treasurer.

SECTION 7. CONTRACTS, LOANS, CHECKS AND DEPOSITS

7.1 Contracts.

The Board may authorize any Officer or Officers or agent or agents to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation. Such authority may be general or confined to specific instances.

7.2 No Loans to Directors or Officers.

The Corporation shall not lend money to nor guarantee the obligation of a Director or an Officer.

7.3 Checks, Drafts, Etc.

All checks, drafts, or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation shall be signed by such Officer or Officers or agent or agents of the Corporation and in such manner as is determined by resolution of the Board.

7.4 Deposits.

All funds of the Corporation not otherwise employed shall be to the credit of the Corporation in such banks, trust companies, or other depositories as the Board may select.

SECTION 8. INDEMNIFICATION

8.1 Directors and Officers.

The Corporation shall indemnify its Directors and Officers to the fullest extent allowed by law.

8.2 Employees and Other Agents.

The Corporation may indemnify its employees and other agents to the fullest extent allowed by law.

8.3 Advances of Expenses.

The expenses incurred by a Director or Officer in any proceeding shall be paid by the Corporation in advance, at the written request of the Director or Officer, if the Director or Officer (1) furnishes the Corporation a written affirmation of such person's good faith belief that such person is entitled to be indemnified by the Corporation; and (2) furnishes the Corporation a

written undertaking to repay such advance to the extent that it is ultimately determined by a court that such person is not entitled to be indemnified by the Corporation. Such advances shall be made without regard to the person's ability to repay such expenses and without regard to the person's ultimate entitlement to indemnification under this Bylaw or otherwise.

8.4 Enforcement.

Without the necessity of entering into an express contract, all rights to indemnification and advances under this Bylaw shall be deemed to be contractual rights and to be effective to the same extent as and as if provided for in a contract between the Corporation and the Director or Officer who serves in such capacity at any time while this Bylaw and any other applicable laws, if any, are in effect. Any right to indemnification or advances granted by this Bylaw to a Director or Officer shall be enforceable by or on behalf of the person holding such right in any court of competent jurisdiction if (a) the claim for indemnification or advances is denied, in whole or in part, or (b) no disposition of such claim is made within ninety (90) days of request thereof. The claimant in such enforcement action, if successful in whole or in part, shall also be entitled to be paid the expense of prosecuting the claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in connection with any proceeding, in advance of its final disposition, when the required affirmation and undertaking have been tendered to the Corporation) that the claimant has not met the standards of conduct that make it permissible under the law for the Corporation to indemnify the claimant, but the burden of proving such defense shall be on the Corporation. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel, or its members) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because the claimant has met the applicable standard of conduct, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel, or its members) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

8.5 Notice to the Oregon Attorney General.

To the extent required by law, the Attorney General of the State of Oregon shall be notified prior to the payment of any indemnification.

8.6 No Exclusivity of Rights.

The rights conferred on any person by this Bylaw shall not be exclusive of any other right that such person may have or hereafter acquire under any statute, provision of Articles of Incorporation, Bylaws, agreement, vote of disinterested Directors, or otherwise, both as to action in the person's official capacity and as to action in another capacity while holding office. The Corporation is specifically authorized to enter into individual contracts with any or all of its Directors, Officers, employees, or agents respecting indemnification and advances, to the fullest extent allowed by law.

8.7 Survival of Rights.

The rights conferred on any person by this Bylaw shall continue as to a person who has ceased to be a Director, Officer, employee, or other agent and shall inure to the benefit of the heirs, executors, and administrators of such a person.

8.8 Insurance.

To the fullest extent allowed by law, the Corporation, upon approval by the Board of Directors, may purchase insurance on behalf of any person required or permitted to be indemnified pursuant to this Bylaw.

8.9 Amendments.

Any repeal of this Bylaw shall only be prospective and no repeal or modification hereof shall adversely affect the rights under this Bylaw in effect at the time of the alleged occurrence of any action or omission to act that is the cause of any proceeding against any agent of the Corporation.

8.10 Savings Clause.

If this Bylaw or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, the Corporation shall indemnify each Director or uncompensated Officer, and may indemnify an employee or other agent, to the fullest extent permitted (1) by any applicable portion of this Bylaw that shall not have been invalidated or (2) by any other applicable law.

8.11 Definitions.

For the purposes of this Bylaw, the following definitions shall apply:

8.11.1 "Proceeding"

The term "proceeding" shall be broadly construed and shall include, without limitation, the investigation, preparation, prosecution, defense, settlement, and appeal of any threatened, pending, or completed action, suit, arbitration, or other dispute resolution proceeding, whether civil, criminal, administrative, or investigative, and whether formal or informal.

8.11.2 "Expenses"

The term "expenses" shall be broadly construed and shall include, without limitation, expenses of investigations, judicial or administrative proceedings or appeals, attorneys' fees and disbursements, and any expenses of establishing a right to indemnification under Section 8.1 or 8.2 but shall not include amounts paid in settlement, judgments, or fines.

8.11.3 "Corporation"

The term "Corporation" shall include, in addition to the resulting or surviving Corporation, any constituent corporation absorbed in a consolidation or merger that, if its separate existence had continued, would have had power and authority to indemnify its Directors, officers, employees, or agents, so that any person who is or was a Director, officer, employee, or agent of such constituent corporation or is or was serving at the request of such constituent corporation as a Director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise shall stand in the same position under the provisions of this Bylaw with respect to such constituent corporation, as if its separate existence had continued.

8.11.4 Titles

Reference to a "Director," "Officer," "employee," or "agent" of the Corporation shall include, without limitation, situations where such person is serving at the request of the Corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise.

8.11.5 Miscellaneous Definitions

References to "other enterprises" shall include employee benefit plans. References to "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan. References to "serving at the request of the Corporation" shall include any service as a Director, Officer, employee, or agent of the Corporation, which service imposes duties on or involves services by such Director, Officer, employee, or agent with respect to an employee benefit plan, its participants, or its beneficiaries. A person who acted in good faith and in a manner the person reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the Corporation" as referred to in this Bylaw.

SECTION 9. BOOKS AND RECORDS

The Corporation shall keep correct and complete books and records of account, minutes of the proceedings of its Board, and such other records as may be necessary or advisable.

SECTION 10. FISCAL YEAR

The fiscal year of the Corporation shall be October 1st through September 30th.

SECTION 11. AMENDMENTS

These Bylaws may be altered, amended, or repealed and new Bylaws may be adopted by a two-thirds majority of the Board at any regular or special meeting of the Board for which notice has been given to the Board that the purpose of the meeting includes bylaw revisions.

The foregoing Bylaws were adopted by the Board on the 12th day of May 2005.

I, Juliette Harding, certify that I am the duly elected Secretary of Western Rivers Conservancy, a nonprofit corporation organized under the laws of the State of Oregon. I further certify that the foregoing Bylaws of Western Rivers Conservancy were adopted by the Board of Directors of Western Rivers Conservancy at a duly noticed regular meeting on September 17, 2014 and that said Bylaws have not been modified nor rescinded.

Executed at Portland, Oregon this 2nd day of December, 2014.



Juliette Harding
Secretary

STATE OF IDAHO
WATER RESOURCE BOARD

RECEIVED

AUG 17 2020

DEPARTMENT OF
WATER RESOURCESAPPLICATION TO SELL OR LEASE A WATER RIGHT
TO THE WATER SUPPLY BANKDesignated Applicant Montgomery Properties, LLC

(Select one owner - see item 1A on the application)

Water Right No. 75-14927

(One water right per application)

Is this application being submitted with a rental application as a lease/rental package?

Yes ☐ No ☒

This application must be prepared in accordance with the minimum requirement checklist below. Use this checklist to ensure all necessary documentation has been provided. This checklist is part of the lease application and must be included with the lease application. Applications that do not meet the minimum requirements will not be processed and may be returned or denied.

MINIMUM REQUIREMENT CHECKLIST

All items must be checked as either *Attached (Yes)* or *Not Applicable (N/A)*

Yes

- ☒ Completed *Application to Sell or Lease a Water Right to the Water Supply Bank*.
- ☒ Application filing fee of \$250.00 per water right. If you are submitting more than one lease application and the water rights have an overlapping, common place of use, or a common diversion rate or volume, the total fee for all water rights is \$500.00. For places of use, multiple water rights must be used to irrigate the same lands in order to qualify for the joint filing fee. Individual filing fees are required for water rights that share a common permissible place of use but which cover separate acres within the permissible place of use.
- ☒ Confirmation this form has been printed single sided, per requirement of the Water Supply Bank.

Attachment N/A Yes

- 1A ☒ ☐ Signatures and contact information for *all owners* of the water right to be leased or sold on this application.
- 1B ☐ ☒ An Internal Revenue Service (IRS) Form W-9 for the Designated Applicant.
- 1C ☒ ☐ Notice of Change in Water Right Ownership form (accessible from www.idwr.idaho.gov).
- 1D ☒ ☐ Contact information for an authorized representative and documentary proof they are authorized to represent the Designated Applicant on this application. If the Designated Applicant is a business, partnership, municipality, organization or association, include documents identifying officers authorized to sign or act on behalf of the entity.
- 2 ☐ ☒ Description of a water right portion offered to the Water Supply Bank.
- 3 ☐ ☒ A map that clearly outlines the specific location where irrigated acres will be dried up, or where a beneficial use of water will be suspended. You have the option of printing a map using the map tool on IDWR's website at: www.idwr.idaho.gov.
- 4A ☒ ☐ Written consent from irrigation district or water delivery company.
- 4G ☒ ☐ Evidence demonstrating the water right has not been forfeited pursuant to Section 42-222.2), Idaho Code.

Department Use Only

Fee Amount \$ 250Received By: KuDate Received: 8-17-2020 Receipt # C109047W-9 received? Yes ☒ No ☐

(Route W-9 to Fiscal)

Name on W-9: Montgomery Properties LLC

1768

STATE OF IDAHO
WATER RESOURCE BOARD

APPLICATION TO SELL OR LEASE A WATER RIGHT
(Continued)

1. CONTACT INFORMATION

- A. This application must be completed by a Designated Applicant who is a current owner of the water right being sold or leased to the Water Supply Bank. If there are additional current owners, those individuals must authorize the Designated Applicant to represent them on this application by completing and signing Attachment 1A of this application package.

Designated Applicant Montgomery Properties, LLC

Mailing Address 4904 S Saint Andrews LN, Spokane, WA 99223-6392

Street City State Zip Code
Email Address bobbonuccelli@msn.com Phone Number 509-220-8522

☐ The Designated Applicant is the sole owner of the water right being sold or leased to the Water Supply Bank.

OR

☐ The Designated Applicant is representing additional water right holders who have completed Attachment 1A.

- B. Has the Designated Applicant submitted an IRS Form W-9 to this Department within the last 2 years? Yes ☐ No ☒
If no, complete the form and attach to this application (Attachment 1B).

- C. Are all applicants on this form listed in IDWR's records as the current owners of the water right? Yes ☒ No ☐
If no, attach a *Notice of Change in Water Right Ownership* form along with the required documentation and fee (Attachment 1C).

- D. Is this application being completed by an authorized representative of the Designated Applicant? Yes ☐ No ☒
If yes, representatives (includes employees of Designated Applicant companies) must complete this section and submit documentary proof of their authority to represent the Designated Applicant (Attachment 1D).

Name of Representative _____ Organization _____

Professional Title _____ Email Address _____

Mailing Address _____ Phone Number _____

☐ Send all correspondence for this application to the representative and not to the Designated Applicant.

OR

☐ Send original correspondence to the Designated Applicant and copies to the representative.

2. DESCRIPTION OF WATER RIGHT OFFERED TO THE BANK

☒ The full water right is being offered to the Bank.

OR

☐ A part of the water right is being offered to the Bank.

If a portion of the water right is being offered, complete Attachment 2.

3. MAP

Attach a map of the point(s) of diversion and place(s) of use proposed to be idled by this lease application. Make sure the idled place of use is outlined and annotated with legal land descriptions (Township, Range, Section and Quarter-Quarters) or with GPS coordinates. For irrigation purposes, mark the number of acres you desire to idle. If the water right proposed for lease is located within a permissible place of use (PPU) and portions of the PPU will continue to receive water from non-leased water rights, clearly outline on a map the acres within the PPU that will continue to be irrigated, as well as acres that will be idled during the lease term. Label the map Attachment 3.

STATE OF IDAHO
WATER RESOURCE BOARD

APPLICATION TO SELL OR LEASE A WATER RIGHT
(Continued)

4. GENERAL INFORMATION

- A. Is the diversion works or system owned or managed by an irrigation district or water delivery company? Yes ☐ No ☒
If yes, provide written consent from the company, corporation or irrigation district authorizing the proposed sale or lease (Attachment 4A).

If your water right is delivered through a canal, lateral or ditch operated by a canal company, irrigation district, or similar delivery entity, your lease request must include written consent from the company, district, or similar entity for your removal of water from its system pursuant to Section 42-108, Idaho Code and IDAPA WSB Rule 37.02.03.25.02c.

- B. Please provide a description of the current water diversion and delivery system.
Water is diverted with a concrete check structure and delivered via a series of ditches and pipeline to the place of use.

- C. Describe any other water rights used for the same purpose at the same place of use as the water right being offered to the Bank.

- D. Are any of the water rights identified in Section 4C stacked with the water right proposed for lease? Yes ☐ No ☒
Stacked water rights are used together to achieve a common beneficial use, such as irrigation of the same lands. Stacked water rights cannot be separated and must be jointly leased to the Water Supply Bank. Stacked water rights qualify for the multiple fee payment of \$500.

- E. Will the present place of use continue to receive water from any other source? Yes ☐ No ☒
If yes, explain the relationship between the different water sources and how enlargement of the authorized use will not occur if this water right is leased.

- F. Identify annual volumes and/or rates of water diverted in the last 5 years to accomplish the beneficial use authorized by this water right. 1.04 cfs for irrigation, 0.05 cfs for stockwater

- G. Has any portion of this water right undergone a period of five or more consecutive years of non-use? Yes ☐ No ☒
If yes, describe the circumstances and attach evidence to demonstrate how the water right has not been lost through forfeiture (Attachment 4G). See Section 42-223, Idaho Code for exceptions to forfeiture. Your application may be denied if forfeiture concerns are not addressed.

- H. Is this water right involved in any other IDWR process, such as an application for transfer or a mitigation plan?
If yes, describe. Yes ☐ No ☒

STATE OF IDAHO
WATER RESOURCE BOARD

APPLICATION TO SELL OR LEASE A WATER RIGHT
(Continued)

5. SALE/LEASE AGREEMENT

A. Is the water right, or portion thereof, offered to the Idaho Water Resource Board (IWRB) for sale ☐ or lease ☐?

If lease, specify the years when the use of water will be suspended: 2620 to 2624 (maximum lease period 5 calendar years).
(Year) (Year)

B. Show the minimum payment acceptable to the seller/lessor. The minimum payment may be shown as the "current rental rate" as established by the IWRB. Include the method of determining the minimum payment if other than the current rental rate.

Current rental rate _____

I hereby assert that the information contained in this application is true to the best of my knowledge, and that I have the authorities necessary to offer this water right for sale or lease to the Idaho Water Resource Board.

The Designated Applicant acknowledges the following:

1. Payment to the Designated Applicant is contingent upon the sale or rental of the water right from the Bank.
2. While a water right is in the Bank, the seller/lessor of the water right may not use the water right, even if the water right is not rented from the Bank.
3. A water right accepted into the Bank stays in the Bank until the Designated Applicant receives written confirmation from the Board or Water Supply Bank that the water right has been released from the Bank.
4. While a water right is in the Bank, forfeiture is stayed.
5. Acceptance of a water right into the Bank does not, in itself, confirm the validity of the water right or any element of the water right.


Signature of Designated Applicant

Robert A. Bonuccelli

Printed Name

8/8/2020
Date

Signature of Authorized Representative

Printed Name

Date

Mail to:
Idaho Department of Water Resources
P.O. Box 83720
Boise, ID 83720-0098

Attachment 3

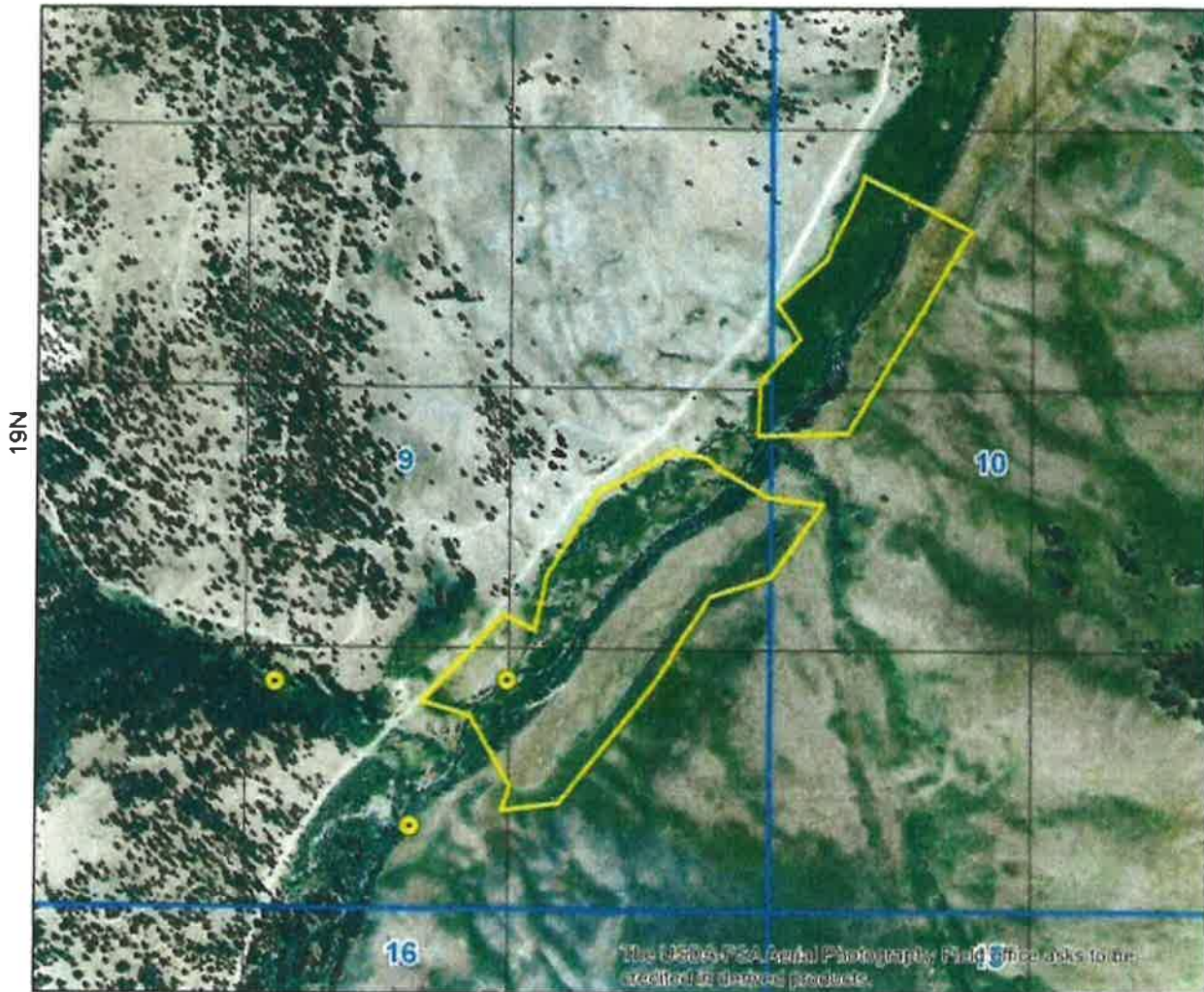
State of Idaho
Department of Water Resources

**Water Right
75-14927**

IRRIGATION

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.

18E



-  Point of Diversion
-  Place Of Use Boundary
-  Townships
-  PLS Sections
-  Quarter Quarters

0 0.1 0.2 0.4 Miles



UNITED STATES OF AMERICA

The State of Washington



Secretary of State

I, KIM WYMAN, Secretary of State of the State of Washington and custodian of its seal, hereby issue this

CERTIFICATE OF EXISTENCE

OF

MONTGOMERY PROPERTIES, LLC

I CERTIFY that the records on file in this office show that the above named entity was formed under the laws of the State of Washington and that its public organic record was filed in Washington and became effective on 03/19/1999.

I FURTHER CERTIFY that the entity's duration is Perpetual, and that as of the date of this certificate, the records of the Secretary of State do not reflect that this entity has been dissolved.

I FURTHER CERTIFY that all fees, interest, and penalties owed and collected through the Secretary of State have been paid.

I FURTHER CERTIFY that the most recent annual report has been delivered to the Secretary of State for filing and that proceedings for administrative dissolution are not pending.

Issued Date: 05/10/2018
UBI Number: 601 940 824



Kim Wyman

BUSINESS INFORMATION

Business Name:

MONTGOMERY PROPERTIES, LLC

UBI Number:

601 940 824

Business Type:

WA LIMITED LIABILITY COMPANY

Business Status:

ACTIVE

Principal Office Street Address:

4904 S SAINT ANDREWS LN, SPOKANE, WA, 99223-6392, UNITED STATES

Principal Office Mailing Address:

4904 S SAINT ANDREWS LN, SPOKANE, WA, 99223-6392, UNITED STATES

Expiration Date:

03/31/2021

Jurisdiction:

UNITED STATES, WASHINGTON

Formation/ Registration Date:

03/19/1999

Period of Duration:

PERPETUAL

Inactive Date:

Nature of Business:

REAL PROPERTY INVESTMENT

REGISTERED AGENT INFORMATION

Registered Agent Name:

ROBERT A. BONUCCELLI

Street Address:

4904 S SAINT ANDREWS LN, SPOKANE, WA, 99223-6392, UNITED STATES

Mailing Address:

GOVERNORS

Title	Governors Type	Entity Name	First Name	Last Name
GOVERNOR	INDIVIDUAL		ROBERT	BONUCCELLI



0003928364

**STATE OF IDAHO***Office of the secretary of state, Lawrence Denney***ANNUAL REPORT**

Idaho Secretary of State

PO Box 83720

Boise, ID 83720-0080

(208) 334-2301

Filing Fee: \$0.00

*For Office Use Only***-FILED-**

File #: 0003928364

Date Filed: 7/3/2020 9:38:05 AM

B0522-1392 07/03/2020 9:38 AM Received by ID Secretary of State Lawrence Denney

Entity Name and Mailing Address:								
Entity Name:	MONTGOMERY PROPERTIES IDAHO LLC							
Foreign Name (name in home jurisdiction):	MONTGOMERY PROPERTIES LLC							
The file number of this entity on the records of the Idaho Secretary of State is:	0000620217							
Address	4904 S SAINT ANDREWS LN SPOKANE, WA 99223-6392							
Entity Details:								
Entity Status	Active - Existing							
This entity is organized under the laws of:	WASHINGTON							
If applicable, the old file number of this entity on the records of the Idaho Secretary of State was:	W205825							
The registered agent on record is:								
Registered Agent	STEPHEN J NAFUS Registered Agent Physical Address 13 THOMAS AVENUE SALMON, ID 83467 Mailing Address							
Limited Liability Company Managers and Members								
<table border="1"><thead><tr><th>Name</th><th>Title</th><th>Business Address</th></tr></thead><tbody><tr><td> ROBERT A BONUCCELLI</td><td>Manager</td><td>4904 S. ST. ANDREWS LANE SPOKANE, WA 99223</td></tr></tbody></table>			Name	Title	Business Address	 ROBERT A BONUCCELLI	Manager	4904 S. ST. ANDREWS LANE SPOKANE, WA 99223
Name	Title	Business Address						
 ROBERT A BONUCCELLI	Manager	4904 S. ST. ANDREWS LANE SPOKANE, WA 99223						
The annual report must be signed by an authorized signer of the entity.								
<u>ROBERT BONUCCELLI</u>		<u>07/03/2020</u>						
Sign Here		Date						
Job Title: MANAGER								

State of Idaho

Office of the Secretary of State

CERTIFICATE OF REGISTRATION

OF

MONTGOMERY PROPERTIES LLC

dba MONTGOMERY PROPERTIES IDAHO LLC

File Number W 205825

I, LAWERENCE DENNEY, Secretary of State of the State of Idaho, hereby certify that an application for Foreign Registration Statement, duly executed pursuant to the provisions of the Idaho Uniform Business Organization Code, has been received in this office and is found to conform to law.

ACCORDINGLY and by virtue of the authority vested in me by law, I issue this Certificate of Registration to transact business in this State and attach hereto a duplicate of the application for such certificate.

Dated: July 16, 2018



Lawrence Denney
SECRETARY OF STATE

By _____

Spaul



0003928364



STATE OF IDAHO
Office of the secretary of state, Lawrence Denney
ANNUAL REPORT
Idaho Secretary of State
PO Box 83720
Boise, ID 83720-0080
(208) 334-2301
Filing Fee: \$0.00

For Office Use Only

-FILED-

File #: 0003928364

Date Filed: 7/3/2020 9:38:05 AM

Entity Name and Mailing Address:

Entity Name: MONTGOMERY PROPERTIES IDAHO LLC
Foreign Name (name in home jurisdiction): MONTGOMERY PROPERTIES LLC
The file number of this entity on the records of the Idaho Secretary of State is: 0000620217
Address: 4904 S SAINT ANDREWS LN
SPOKANE, WA 99223-6392

Entity Details:

Entity Status: Active - Existing
This entity is organized under the laws of: WASHINGTON
If applicable, the old file number of this entity on the records of the Idaho Secretary of State was: W205825

The registered agent on record is:

Registered Agent: STEPHEN J NAFUS
Registered Agent
Physical Address
13 THOMAS AVENUE
SALMON, ID 83467
Mailing Address

Limited Liability Company Managers and Members

Name	Title	Business Address
 ROBERT A BONUCCELLI	Manager	4904 S. ST. ANDREWS LANE SPOKANE, WA 99223

The annual report must be signed by an authorized signer of the entity.

ROBERT BONUCCELLI

Sign Here

07/03/2020

Date

Job Title: MANAGER



State of Idaho

DEPARTMENT OF WATER RESOURCES

322 E Front Street, Suite 648 • PO Box 83720 • Boise ID 83720-0098

Phone: (208) 287-4800 • Fax: (208) 287-6700

Website: idwr.idaho.gov • Email: idwrinfo@idwr.idaho.gov

BRAD LITTLE
Governor

GARY SPACKMAN
Director

December 4, 2020

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

RE: **WATER SUPPLY BANK LEASE CONTRACTS 1251
FOR WATER RIGHTS 75-14927**

Dear Lessor:

Water right **75-14927** will be leased into the Water Supply Bank (Bank) as of January 1, 2021, in accordance with the enclosed executed lease contract. **Your water rights, as described on the lease contract, are considered leased into the Bank and should remain unused until they are formally released from the Bank.** More information and further restrictions placed on your water rights while leased can be found in conditions of acceptance of the lease contract. Read the conditions of acceptance carefully.

The Department added condition #13 to page 5 of the contract. Your water right may only be rented and used on lands that have shares of Garden Water Company to avoid enlargement of the right.

The rights will automatically be released from the Bank on **December 31, 2024**, unless the rights are released earlier by the Water Resource Board (Board). On behalf of the Board, the Department of Water Resources (Department) can evaluate an early release of the lease contract upon your request. To release the water rights from the Bank prior to the release date, submit a written request on the *Request to Release a Water Right from the Bank* form. This form is available on our public website at www.idwr.idaho.gov. **Please note your water rights may not be available for immediate release if they have been rented or are being considered for a future rental. Furthermore, it is at the discretion of the Department whether or not a water right can be released early from a lease contract.**

If you have questions regarding this matter, please contact this office at bank@idwr.idaho.gov or 208-287-4800.

Sincerely,

Amanda Johnson-Veibell

for
Water Supply Bank

Enclosure: Executed Lease Contract

c: IDWR- Eastern Region
Amy Cassell



RECEIVED

NOV 23 2020

DEPARTMENT OF
WATER RESOURCES

November 20, 2020

IDWR State Office
Attn: Jean Hersley
322 East Front St, 6th Floor
P.O. Box 83720
Boise, ID 83720-0098

VIA FEDEX

Dear Ms. Hersley,

Per your request, enclosed please find two originals of the Water Supply Bank Lease Contract No. 1251 duly executed by Western Rivers Conservancy. We look forward to receiving a fully executed copy back, once completed by IDWR.

If you require anything further or have questions, please do not hesitate to contact Dieter (derdmann@westernrivers.org) and me (ssandford@westernrivers.org).

Thank you for all your kind assistance,

Sara Sandford
Corporate Counsel

Cc: Dieter Erdmann

Hersley, Jean

From: Sue Doroff <sdoroff@westernrivers.org>
Sent: Tuesday, November 17, 2020 10:10 AM
To: Hersley, Jean
Cc: Cassel, Amy
Subject: Re: Water Supply Bank Lease Application for water right 75-14927

You are correct, 2021-2025.

Thank you for moving this forward.

Sincerely,

Sue Doroff
Western Rivers Conservancy

Sent from my iPhone

On Nov 16, 2020, at 1:57 PM, Hersley, Jean <Jean.Hersley@idwr.idaho.gov> wrote:

The Idaho Department of Water Resources received your application to lease water right 75-14927 to the Water Supply Bank. Item # 5 on the lease application asked for the lease period. This information was not specified. I'm assuming it is the same as the previous application filed by Montgomery Properties, which was 2021-2025. I need confirmation that these dates are correct. Please respond to this email as soon as possible. Thank you.

*Jean Hersley
Technical Records Specialist II
Idaho Dept Water Resources
(208) 287-4942*



State of Idaho

DEPARTMENT OF WATER RESOURCES

322 E Front Street, Suite 648 • PO Box 83720 • Boise ID 83720-0098

Phone: (208) 287-4800 • Fax: (208) 287-6700

Website: idwr.idaho.gov • Email: idwrinfo@idwr.idaho.gov

BRAD LITTLE
Governor

GARY SPACKMAN
Director

November 17, 2020

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

RE: APPLICATION TO LEASE WATER RIGHT 75-14927 TO THE WATER SUPPLY BANK
CONTRACT 1251

****TIME SENSITIVE RESPONSE REQUIRED****

Dear Applicant:

The Department of Water Resources has completed its review of your application to lease the above-mentioned water right to the Water Supply Bank. **I have enclosed two original Water Supply Bank Lease Contracts for your review and signature. Please sign and return ALL Lease Contracts within 14 days.** Upon signature and return of the contracts, the Department will also sign the original contracts and return an executed copy to you. The Lease Contract is not considered final until you and the Department have both signed.

The right will automatically be released from the Bank on **December 31, 2025**, unless the right is released earlier by the Board, or upon your request. To release the right from the Bank prior to the release date, submit a written request on the Request to Release a Water Right from the Bank form. To propose a new lease period, submit a new Application to Sell or Lease a Water Right to the Water Supply Bank form along with applicable fees to the Department. These forms are available from any IDWR office or from our public website at <http://www.idwr.idaho.gov>. Please note your right may not be available for immediate release if it has been rented.

Please review the conditions of acceptance listed on the Lease Contract, including #3 which says:

"While a right is in the bank, **the lessor may not use the right** without approval of the department even if the right is not rented from the bank. Any violation of the terms of this lease may result in enforcement procedures pursuant to Idaho Code § 42-351 for illegal diversion and use of water and may include civil penalties pursuant to Idaho Code § 42-1701B."

If you have questions regarding this matter, please contact this office at bank@idwr.idaho.gov or 208-287-4800.

Sincerely,

for
Water Supply Bank

Enclosures: Proposed Lease Contracts
Receipt # C109147

WATER SUPPLY BANK

Lease Review Checklist

Applicant(s) Name: Western Rivers Conservancy

Memo Date: November 16, 2020

Water Right Number(s): 75-14927

Reviewers Name: Jean

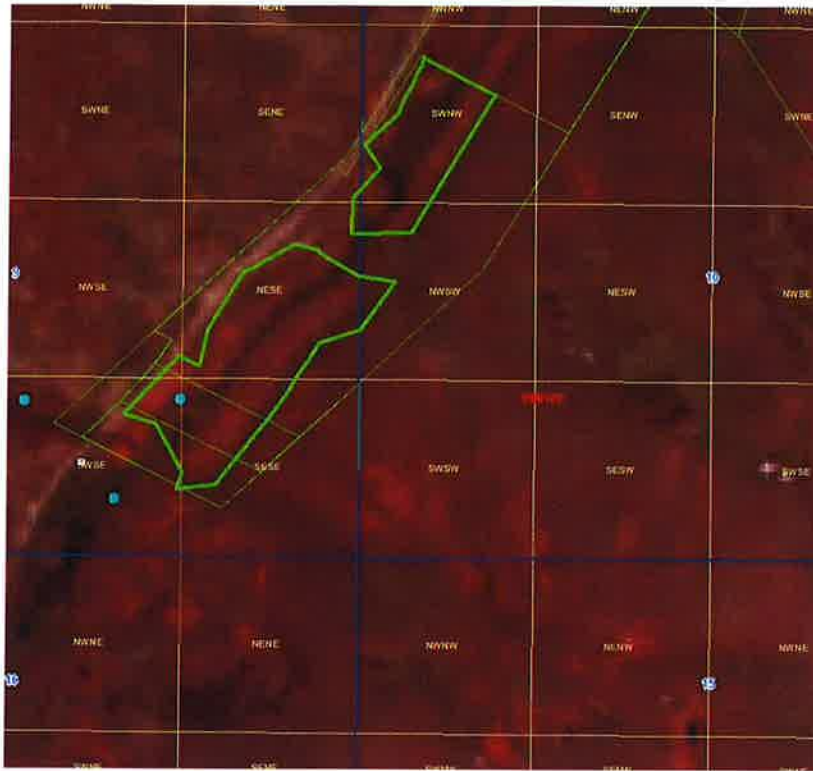
Quick Tools

Decreed Year	No Forfeiture Concerns Thru:
2011	2017
2012	2018
2013	2019
2014	2020
2015	2021

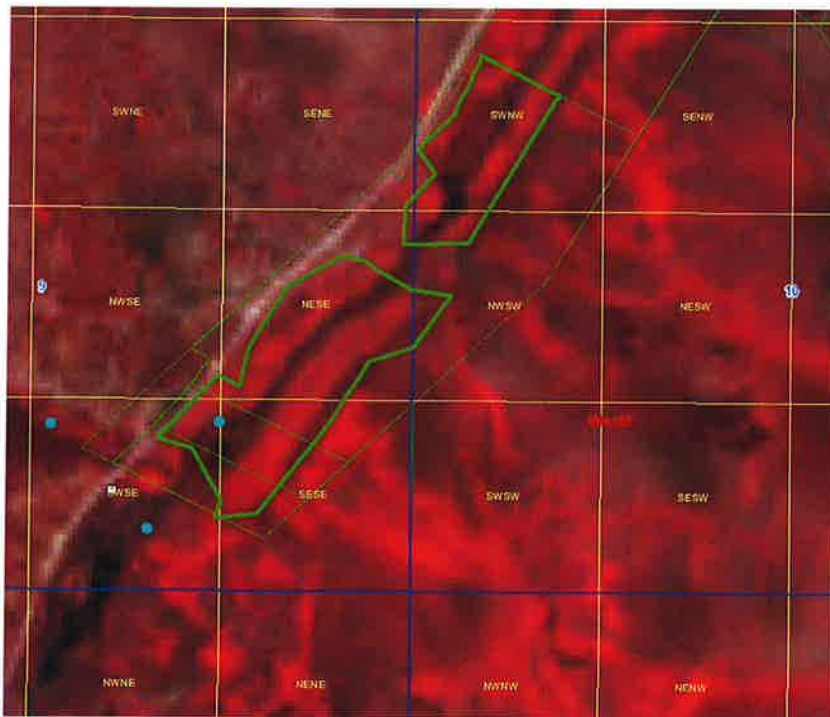
	Check box	COMMENTS/CONCERNS:
1 Fill out WSB Data Entry Checklist for Leases (Front of File)	x	
2 Reason for lease of water rights (Brief description of lease proposal in narrative)		
Portion of right		
All of right	x	
3 Check GWMA/CGWA/ADC and basin 63 areas of concern (note area in comments)		
	Yes No	
4 Rentable? (If no explain in comments or narrative)	x	
5 Authority to file		
Current owner or designated applicant	x	
SOS Web site checked for business entity	x	
Other (explain in comments)		
6 Water Right validity		
Decreed/Licensed/Statutory claim date (write in comments section)		2008
Past irrigation to ensure forfeiture is not an issue if decreed or licensed over 7 years ago (consider transfers that changed the POU, rentals to the POU etc.)		
Has this right previously been leased to the bank or in CREP?	x	
7 Injury to other water rights		
If the POD is through a delivery entity, was consent provided?	na	
If the POD is through a delivery entity, was holdback required? (percentage in comments)		%
Any other concerns		
8 Enlargement concerns	Check box	
Complete a POU comparison overlap analysis	x	
Complete a combined limits review	x	
Complete POD overlap analysis (if there is an overlap add condition to lease)	x	
	Yes No	
Are there overlapping rights that need to be placed in the bank also?	x	
Will the place of use continue to receive water? (if yes explain in comments)	x	
9 Local Public Interest		
Does the processor know of any problems this action will cause for the local public?	x	
10 Have you contacted regional office and watermaster for comment/concerns?	x	
Send the watermaster comment request form or e-mail request	na	
11 Area Headgate requirement (write in Comments)		3.5
12 Is water right involved in any other department action? Pull file and check database () Ownership Change () Transfer () Mitigation () Other - Explain in comments	x	

13 Narrative: The Department received an application from the previous owner, Montgomery Properties in August, 2020., to place the right in the Bank from 2020 -2024. Looking at aerial imagery, it appeared irrigation had been taking place in 2020. An email was sent letting the applicant know the Department would hold the application until we started processing applications for the 2021 season. At the beginning of November, I received a phone call from Amy Cassel from our Salmon office stating there was a new owner, Western Rivers Conservancy. The WSB application was placed on hold until I received the ownership change on November 16, 2020. Also received was an updated WSB Lease application wanting to place the entire right in the Bank. The IWRB is researching the possibility of acquiring this right to meet the minimum stream flow WR 75-14186 on Panther Creek. The parent of this right, 75-10125, was decreed in 2008. The right has been put to beneficial use since then. There are no overlapping rights that need to be placed in the Bank. Presently, this right is not within a WD.

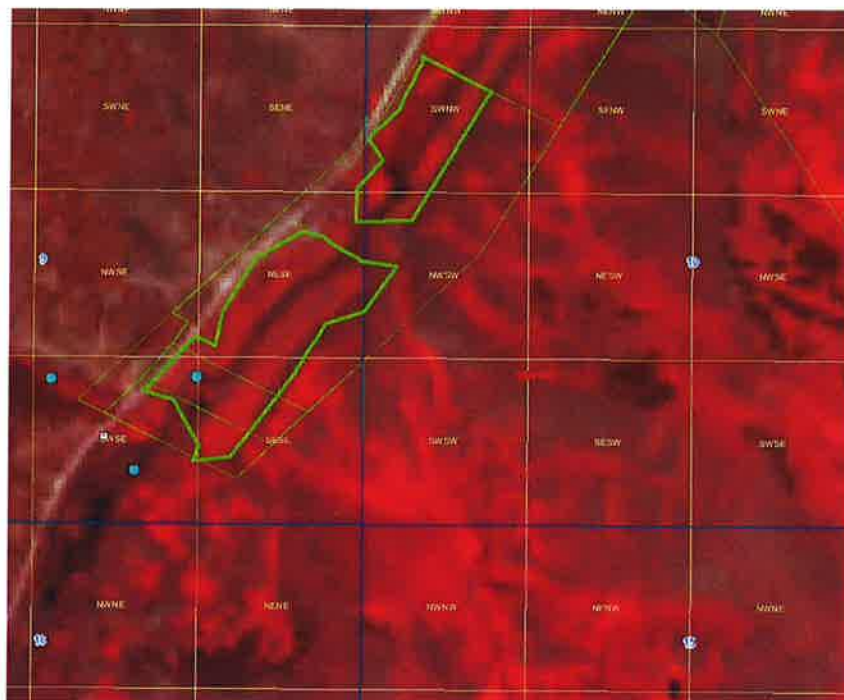
2020 Imagery



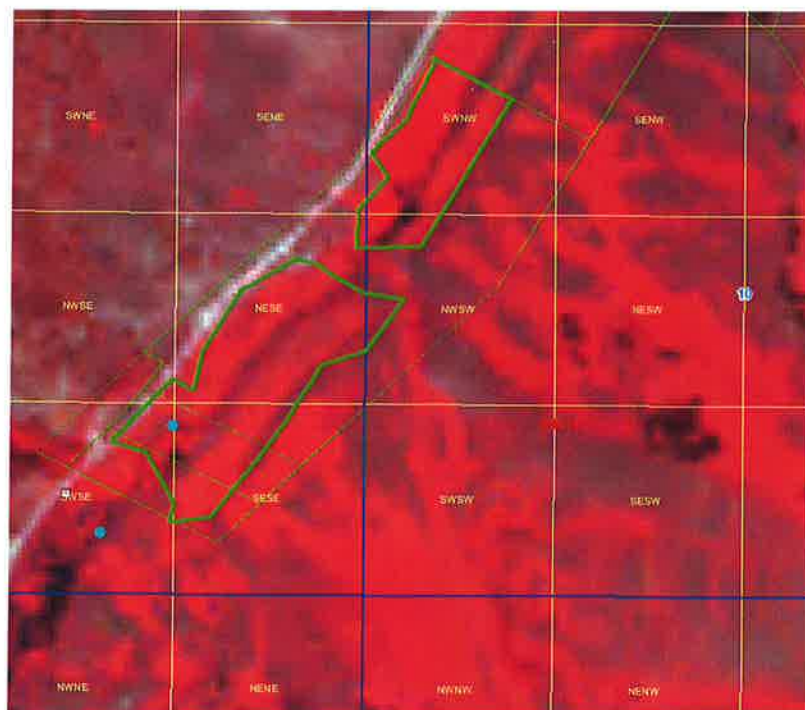
May 5



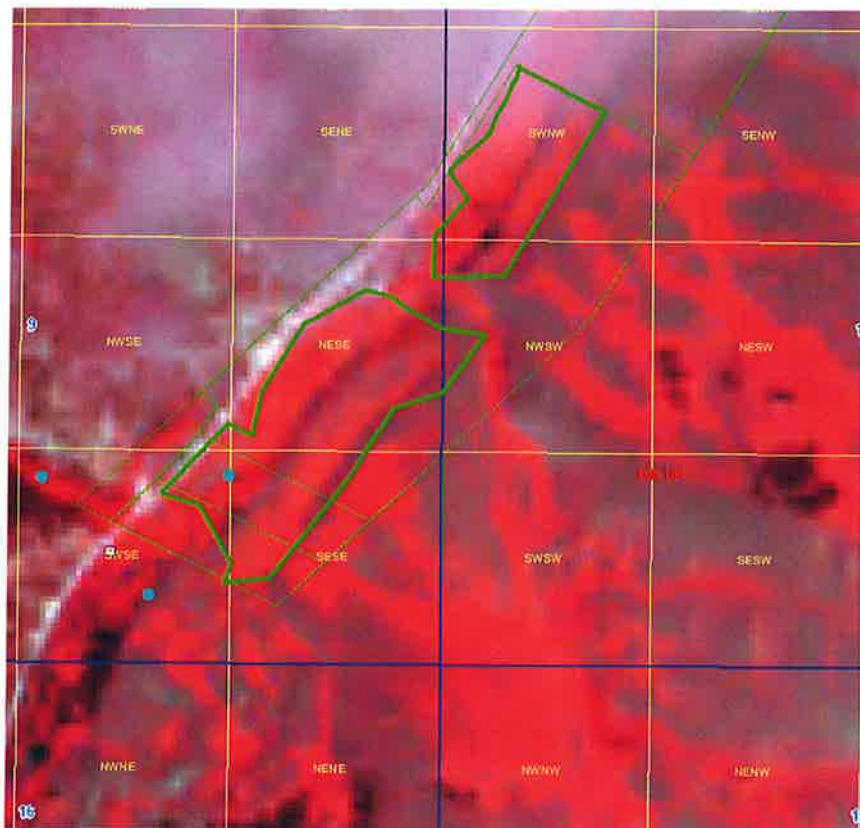
May 15



June 2



June 29



July 12

