

### Application for Instream Lease

A summary of review criteria and procedures that are generally applicable to these applications is available at www.wrd.state.or.us/OWRD/PUBS/forms.shtml.

#### Pursuant to ORS 537.348(2) and OAR 690-077

Optional Identification Lease Application Nu	on by Lessor/Lessee:
This Lease is between	1:
Lessor #1:	•
Name	Hanson and Glenda Gheen
Mailing address	8430 SW 77 <sup>th</sup> St
City, State, Zip Code	Bend, OR 97701
Telephone number	541-390-4681
Email address	
Lessor #2, 3, etc.	
Name	Swalley Irrigation District
Mailing address	64672 Cook Ave., Ste 1
City, State, Zip Code	Bend, OR 97701
Telephone number	<u>541-388-0658</u>
Email address	kathy@swalley.com
	eased is located in <u>Deschutes</u> County.  Ian Oregon Water Resources Department):
Name	Deschutes River Conservancy
Mailing address	P.O. Box 1560
City, State, Zip Code	Bend, OR 97709
Telephone number	541-382-4077
Email address	gen@deschutesriver.org
<b>Frustee:</b> Oregon Water Resourc	es Denartment

725 Summer Street NE, Suite A Salem, OR 97301-1266 (503) 986-0900

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MAY 3 1 2011

WATER RESOURCES DEPT SALEM, OREGON

### ~I~ Water Right Holder and Water Right Information

1.1 Lessor #1 is the water right holder, or authorized agent for water right holder of the property located at: Township 16S Range 12E, Section 11 and Tax Lot number 00600. If the water right appurtenant to these lands is also appurtenant to lands owned by others who are not included in this application, then Attachment 1 (tax lot map), needs to be included.

1.2	Lessor #2 is the (Check one):  ☐ Not applicable  ☑ Official representative of Swalley Irrigation District, the irrigation district which cwater to the subject water rights.  ☐ Another party with an interest in the subject water rights representing	conveys 
1.3	For the water right(s) being leased, list all water rights appurtenant to the same lands. there are any supplemental or overlying rights.	Indicate if
	Certificate No. 74145	
1.4	Are some or all of the lands being leased part of a Conservation Reserve Enhancement Yes X No	t Program.
1.5	Water Rights Proposed to be Leased Instream.  The first right to be leased identified in Section 1.3 is further described as follows:  Certificate No.: 74145  Priority date: Sept 1, 1899 Type of use: Irrigation  Legal Season of Use: April 1 − Oetober 25 No 1  Is the entire water right certificate being leased? Yes No  If no, list the acres of the subject water right by legal description of township, section, and ¼¼ which will be dried up as part of this lease, and include a maj (Attachment 2) showing the lands which will not receive water.  Place of use: T 16S, R 12E, Section 11, SW¼ SW¼ - 35.00 acres to be leadenter additional places of use here, using format above:	p
	Page 5 (Identify page number of certificate, if certificate is greater than 10 pages.)	
	Number of acres being leased, if for irrigation: 35.00  Acre-feet of storage, if applicable: Maximum rate associated with the right to be leased (cfs): Season 1: 0.267 cfs,  Season 2: 0.358 cfs, Season 3: 0.674 cfs  (Use additional lines if there is more than one rate associated with the water right.)  Maximum duty associated with the right to be leased (ac-ft): 6.61/ac = 231.49 AF  (Use additional lines if there is more than one duty associated with the water right.)	RECEIVED
	Conditions or other limitations, if any:	MAY 3 1 2011
•		TER RESOURCES DEPT SALEM, OREGON
1.6	Validity of rights. Lessor(s) attests (mark one) that:	ions of
	the water has been used over the past five years according to the terms and condit the water right certificate or as an instream water right or	
	the water has <u>not</u> been used over the past five years according to the terms and confidence of the water right certificate, however the water right is not subject to forfeiture us 540.610(2)(_)(include necessary supporting documentation as Attachment 3).	nditions nder ORS

### II. Instroom Water Dight Informati

	-11- fusti eam water kight information	
2.1	Public use. This lease will increase streamflows that will benefit:	
	Conservation, maintenance and enhancement of aquatic and fish life, wildlife, a wildlife habitat Pollution abatement Recreation and scenic attraction	nd fish and
2.2	Instream use created by lease. The instream use to be created is described as follows:	:
	<u>Deschutes River</u> Tributary to <u>Columbia River</u> in the Columbia Basin.	
	Describe the point of diversion (POD) and any associated reach(es) of the instream uscreated. If possible list the reach by river mile. If no reach is identified, and there is POD listed on the certificate, the lease may be processed to be protected at the POD, than one POD is listed on the certificate, then the POD and any associated reach(es) ridentified): Swalley Main Canal, T17S, R12E, Sect 29SE/ne to mouth of the Deschut Maximum volume in acre-feet: 190.74AF Rate in cfs: Season 1: 0.240, Season 2: 0.322, Season 3: 0.596 (Use the section below to indicate a more restrictive period of use than allowed by the water right.)	only one (If more nust be
	Conditions to prevent injury, if any:  None The instream flow will be allocated on a daily average basis up to the described repril 1 through October 25.	ate from
	Other (describe):	RECEIVED
	If you need to enter more instream uses, please use the additional water rights form.	MAY 3 1 2011
.3	Term of lease. This lease shall terminate on November 1, 2011.	WATER RESOURCES DE
4	Flore make the The Trustee will regulate use of contact from the course will set to use	SALEM, OREGON

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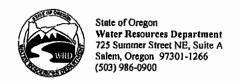
2,4 **Flow protection.** The Trustee will regulate use of water from the source, subject to prior appropriation and the agency enforcement guidance, to assure the water is delivered to the point of diversion, and through the reach past junior downstream users, so long as flow is sufficient to meet the demand under priority date of the new instream use (see Section 2.2). As part of regulation activities the watermaster or a designee has access to the point of diversion and place of use for the water rights involved in this lease. No party is required to continuously measure the flow of the waterway described in Section 2.2.

#### ~III~ Other Information

3.1 Accuracy. The Undersigned Lessor(s) and Lessee(s) declare that, to the best of their knowledge and belief, the information contained in this application is true, correct and complete. If after the lease order is signed, any information is determined to be false, the lease order may be modified or terminated. The lease only exercises the water rights being leased, for the term of the lease. It shall not be construed to overcome any claim that the water right may otherwise be subject to forfeiture for nonuse pursuant to ORS 540.610 during the period of time prior to the execution of the lease.

- 3.2 Lease. Lessor(s) and Lessee(s) agree to lease the water rights listed in Section(s) 1.5 for instream use for the term of this lease through Lessee to the Trustee, the Oregon Water Resources Department, pursuant to the provisions of ORS 537.348(2) and OAR 690-077.
- 3.3 Precedent. If a right which has been leased is later proposed to be leased again or transferred to an instream use under ORS 537.348 and OAR 690-077 a new injury review shall be required, and a prior lease shall not set a precedent for the amount of water to be leased or transferred instream.

	instream.	
3.4	Suspension of original use. During the period of the lease, the water right holder agrees suspend use of water allowed under the subject water rights and under any water right th supplemental to the subject water rights.	
3.5	<ul> <li>Termination provision.</li> <li>For multiyear leases, the Lessor(s) shall have the option of terminating the lease each with written notice to the Department. The lease may be terminated at any time dur calendar year. However, if the termination request is received less then 30-days price period of allowed instream use or after the period of allowed use has begun for the vight(s) being leased, water may not be used under the right(s) leased until the follow calendar year, unless the Director determines that enlargement would not occur. The Department may also require:         <ul> <li>Written notice to the Department with original signatures;</li> <li>Consent by all parties to the lease; and/or</li> <li>Written notice to the Watermaster's office.</li> </ul> </li> <li>For multiyear leases, the lessor shall not have the option of terminating the lease, with consent by all parties to the lease.</li> </ul>	ing the or to the vater ving e
3.6	Modification to prevent injury. Allocation of water to the instream use described in Sec 2.2 during the term of this lease is not reasonably expected to cause injury to other rights water from the same source. If injury is found after this lease is signed, the lease may be modified or terminated to prevent injury.	to use
3.7	Fees. Pursuant to ORS 536.050, the following fee is included:  \$400 for an application with four or more landowners or four or more water rights.  \$250 for all other applications.	MAY 3 1 2011
Lessor	W/11 A	ER RESOURCES DEPT SALEM, OREGON 
Lessor	#1 Date: Date:	· 
For add	#2 And Butterfield Date 5/18/11 Swalley Brigation District  Machine Chief Date: 5/20/2011	_
Lessee:	Deschutes River Conservancy  Date: 5/20/2011	_



### Application for

### Instream Lease

Pooled Lease Form

A summary of review criteria and procedures that are generally applicable to these applications is available at www.wrd.state.or.us/OWRD/PUBS/forms.shtml.

#### Pursuant to ORS 537.348(2) and OAR 690-077

		, ,	
Optio Lease	onal Identification Application Nu	mber (assigned by WRD): IL-1175	<u> </u>
This	Lease is between	:	
Lesso	or #2: Irrigation	District or Other Water Purveyor	
Name	·	Swalley Irrigation District	
Maili	ng address	64672 Cook Ave., Ste. 1	
City,	State, Zip Code	Bend, OR 97701	
Telep	hone number	541-388-0658	
Email	address	kathy@swalley.com	<del></del>
The w	vater right to be l	eased is located in <u>Deschutes</u> County.	
		an Oregon Water Resources Department): Deschutes River Conservancy	
Maili	ng address	P.O. Box 1560  Bend OR 97709	25051//50
City.	State, Zip Code	Bend, OR 97709	- KECEIVED
Telen	hone number	541-382-4077	
Email	address	gen@deschutesriver.org	— MAY 3 1 2011
Trust	ee:		WATER RESOURCES DEPT SALEM, OREGON
	n Water Resourc		orteziii, orteoor
	ummer Street NE	•	
	, OR 97301-1 <b>2</b> 6	5	
(503)	986-0900		
	~I~	Water Right Holder and Water Right Infor	mation
1.2	conveys wa	resentative of <u>Swalley Irrigation District</u> , the irrigation the subject water rights.  ty with an interest in the subject water rights represented	
1.3		ght(s) being leased, list all water rights appurtenant are any supplemental or overlying rights.	t to the same lands.
	Certificate No.	74145	

1.4	Are some or all of the lands being leased part of a Conservation Reserve Enhancement Program. ☐ Yes ☒ No
1.5	Water Rights Proposed to be Leased Instream.  The first right to be leased identified in Section 1.3 is further described as follows:  Certificate No.: 74145  Priority date: Sept1. 1899  Legal Season of Use: April 1 – October 25 – No V 1  If an irrigation right, total number of acres to be leased: 38.40  Total acre-feet of storage to be leased, if applicable:  Maximum rate associated with subject water rights (cfs) being leased:  If there is more than one rate associated with a water right, describe below:  Season 1 (cfs) 0.293  Time period:  Season 2 (cfs) 0.392  Time period:  Season 3 (cfs) 0.740  Time period:  Season 3 (cfs) 0.740  Maximum duty associated with subject water rights (ac-ft): 6.61/ac = 253.98  Conditions or other limitations, if any:  If you need to enter another leased right, please use the additional water rights form.
	~II~ Instream Water Right Information
2.1	<ul> <li>Public use. This lease will increase streamflows that will benefit:</li> <li>☑ Conservation, maintenance and enhancement of aquatic and fish life, wildlife, and fish and wildlife habitat</li> <li>☑ Pollution abatement</li> <li>☑ Recreation and scenic attraction</li> <li>Instream use created by lease. The instream use to be created is described as follows:</li> </ul>
	<u>Deschutes River</u> Tributary to <u>Columbia River</u> in the <u>Columbia Basin</u> .
	Describe the point of diversion (POD) and any associated reach(es) of the instream use being created. If possible list the reach by river mile. If no reach is identified, and there is only one POD listed on the certificate, the lease will be processed to be protected at the POD. (If more than one POD is listed on the certificate, then the POD and any associated reach(es) must be identified): <a href="Swalley Main Canal">Swalley Main Canal</a> , <a href="T175">T175</a> , <a href="R12E">R12E</a> , <a 209.35="" af"="" href="Sect 29 SE/NE to mout of the Deschutes River&lt;/a&gt;.  Maximum volume in acre-feet: &lt;a href=">209.35 AF</a> Rate in cfs: <a href="209.35 AF">[If more than one rate, describe the rate associated within each time period or instream reach.)</a> Rate in cfs: <a href="Season 1: 0.264">Season 1: 0.264</a> Rate in cfs: <a href="Season 2: 0.353">Season 2: 0.353</a> Rate in cfs: <a href="Season 3: 0.654">Season 3: 0.654</a>
	(Use the section below to indicate a more restrictive period of use than allowed by the water right.)  Conditions to prevent injury, if any:  ☐ None  ☐ The instream flow will be allocated on a daily average basis up to the described rate
	from April 1 through October 25.

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	☐ Other (describe):	MAY 3 1 2011
2,3	Term of lease. This lease shall terminate on November 1, 2011	WATER RESOURCES DEPT SALEM, OREGON
2.4	Flow protection. The Trustee will regulate use of water from the sour appropriation and the agency enforcement guidance, to assure the water point of diversion, and through the reach past junior downstream users sufficient to meet the demand under priority date of the new instream. As part of regulation activities the watermaster or a designee has access diversion and place of use for the water rights involved in this lease. A continuously measure the flow of the waterway described in Section 2.	ce, subject to prior er is delivered to the s, so long as flow is use (see Section 2.2). es to the point of No party is required to
	~III~ Other Information	
3.1	Accuracy. The Undersigned Lessor(s) and Lessee(s) declare that, to the knowledge and belief, the information contained in this application is a complete. If after the lease order is signed, any information is determined lease order may be modified or terminated. The lease only exercises the leased, for the term of the lease. It shall not be construed to overcome water right may otherwise be subject to forfeiture for nonuse pursuant during the period of time prior to the execution of the lease.	rue, correct and ned to be false, the ne water rights being any claim that the
3.2	Lease. Lessor(s) and Lessee(s) agree to lease the water rights listed in instream use for the term of this lease through Lessee to the Trustee, th Resources Department, pursuant to the provisions of ORS 537.348(2) at	e Oregon Water
3.3	<b>Precedent.</b> If a right which has been leased is later proposed to be least transferred to an instream use under ORS 537.348 and OAR 690-077 a shall be required, and a prior short term lease shall not set a precedent fixater to be leased or transferred instream.	new injury review
3.4	Suspension of original use. During the period of the lease, the water risuspend use of water allowed under the subject water rights and under a is supplemental to the subject water rights.	
3.5	Termination provision.	
	For multiyear leases, the Lessor(s) shall have the option of terminal year with written notice to the Department. The lease may be term during the calendar year. However, if the termination request is redays prior to the period of allowed instream use or after the period begun for the water right(s) being leased, water may not be used ur leased until the following calendar year, unless the Director determinates and the period of the Department may also require:  Written notice to the Department with original signatures;  Consent by all parties to the lease; and/or  Written notice to the Watermaster's office.  For multiyear leases, the lessor shall not have the option of terminal without consent by all parties to the lease.	inated at any time ceived less then 30- of allowed use has oder the right(s) times that

3.6 Modification to prevent injury. Allocation of water to the instream use described in Section 2.2 during the term of this lease is not reasonably expected to cause injury to other ights to use water from the same source. If injury is found after this lease is signed, the lease may be modified or terminated to prevent injury.
<ul> <li>3.7 Fees. Pursuant to ORS 536.050, the following fee is included:</li> <li>□ \$400 for an application with four or more landowners or four or more water rights.</li> <li>□ \$250 for all other applications.</li> </ul>
Lessor #2: Lessor #2: Sugarne Butterfield Date: 5/18/11
Swalley Irrigation District
Lessee: Whenever the Date: 5/20/2011
Deschutes River Conservancy
Other Attachments as Needed:
Attachment 1: Tax Lot Map. (See instructions.)
Attachment 2: Detailed map illustrating lands under subject rights to be leased; required if only
part of a right is being leased instream. (See instructions.)
Attachment 3: Supporting documentation indicating why a right is valid and not subject to
forfeiture even though the right has not been exercised for five or more consecutive
years (required if the second box in Section 1.6 is checked).
Attachment 4: Split Season Instream Use Form

Attachment 5: Pooled Lease Water Right Holder Form

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MAY 3 I 2011 WATER RESOURCES DEPT SALEM, OREGON



# Application for Instream Lease

A summary of review criteria and procedures that are generally applicable to these applications is available at www.wrd.state.or.us/OWRD/PUBS/forms.shtml.

### Pursuant to ORS 537.348(2) and OAR 690-077

Optional Identification by Lessor/Lessee:  Lease Application Number (assigned by WRD): IL - 1176	
This Lease is between:	
Lessor #1;	
Name Patrick K Agnew	
Mailing address 404 Steeple Lane	
City, State, Zip Code Wildwood, MO 63005	
Telephone number 314-402-2400	
Email address	
Lessor #2, 3, etc.	
Swalley Irrigation District	
64672 Cook Ave., Ste 1	
Bend, OR 97701 kathy@swalley.com	
The water right to be leased is located in Deschutes County.	
Lessee (if different than Oregon Water Resources Department):	
Name Deschutes River Conservancy Mailing address R.O. Boy 1560	
Mailing address P.O. Box 1560 City, State, Zip Code Bend, OR 97709	
Telephone number 541, 382, 4077	
Email address gen@deschutesriver.org	
Dinicil address Equipmentation of	DECENTA
Trustee:	RECEIVED
Oregon Water Resources Department	MAY 3 1 2011
725 Summer Street NE, Suite A	
Salem, OR 97301-1266	WATER RESOURCES DEPT
(503) 986-0900	SALEM, OREGON
~I~ Water Right Holder and Water Right Information	J. J. LOON

Lessor #1 is the water right holder, or authorized agent for water right holder of the

Lessor #1 is the water right holder, or authorized agent for water right holder of the property located at: Township 16S, Range 12E, Section 15 and Tax Lot number 1300

If the water right appurtenant to these lands is also appurtenant to lands owned by others who are not included in this application, then Attachment 1 (tax lot map), needs to be included.

1.2	[ ] 	essor #2 is the (Check one):  Not applicable  Official representative of <u>Swalley Irrigation District</u> , the irrigation district vences water to the subject water rights.  Another party with an interest in the subject water rights representing	vhich
1.3	F Ir	or the water right(s) being leased, list all water rights appurtenant to the same dicate if there are any supplemental or overlying rights.	lands.
	C	ertificate No. 74145	
1.4		re some or all of the lands being leased part of a Conservation Reserve Enhanogram. $\square$ Yes $\underline{X \text{ No}}$	cement
1.5	Ti Co Pr Le	ater Rights Proposed to be Leased Instream.  The first right to be leased identified in Section 1.3 is further described as follower in the first right to be leased identified in Section 1.3 is further described as follower in the interval of the section of use:  In Inc.   1899   Type of use:   Irrigation    If no, list the acres of the subject water right by legal description of town section, and 1/4 1/4 which will be dried up as part of this lease, and include (Attachment 2) showing the lands which will not receive water.  Place of use: T16S, R12E, Section 15 SE1/4 NW1/4 - 3.40 acres to be leasenter additional places of use here, using format above:	ship, range, a map
	Ac Ma Sea (Us Ma	Page 6 (Identify page number of certificate, if certificate is greater than 10 pages.)  mber of acres being leased, if for irrigation: 3.40  re-feet of storage, if applicable: eximum rate associated with the right to be leased (cfs): Season 1: 0.026 cfs, ason 2: 0.035 cfs, Season 3: 0.065  additional lines if there is more than one rate associated with the water right.)  ximum duty associated with the right to be leased (ac-ft): 6.61/ac = 22.49 AF  additional lines if there is more than one duty associated with the water right.)	,
	·		MAY 3 1 2011
If yo		nditions or other limitations, if any: W.  I to enter another leased right, please use the additional water rights form.	ATER HESOURCES DEPT SALEM, OREGON
1.6	Valid	lity of rights. Lessor(s) attests (mark one) that:	
	X	the water has been used over the past five years according to the terms and of the water right certificate or as an instream water right or	onditions
		the water has <u>not</u> been used over the past five years according to the terms a conditions of the water right certificate, however the water right is not subjet forfeiture under ORS 540.610(2)(_)(include necessary supporting document Attachment 3).	et to

### ~II~ Instraam Water Right Informati

	The finetically water regitt information
2,1	Public use. This lease will increase streamflows that will benefit:
	<ul> <li>Conservation, maintenance and enhancement of aquatic and fish life, wildlife, and fish and wildlife habitat</li> <li>Pollution abatement</li> <li>Recreation and scenic attraction</li> </ul>
2.2	Instream use created by lease. The instream use to be created is described as follows:
	<u>Deschutes</u> River Tributary to <u>Columbia River</u> in the <u>Columbia</u> Basin.
	Describe the point of diversion (POD) and any associated reach(es) of the instream use being created. If possible list the reach by river mile. If no reach is identified, and there is only one POD listed on the certificate, the lease may be processed to be protected at the POD. (If more than one POD is listed on the certificate, then the POD and any associated reach(es) must be identified): <a href="Swalley Main Canal">Swalley Main Canal</a> , <a href="T175">T175</a> , <a href="R12E">R12E</a> , <a href="Sect 29">SENE to mouth of the Deschutes River</a> .  Maximum volume in acre-feet: <a href="18.50 AF">18.50 AF</a> Rate in cfs: <a href="Season 1: 0.023">Season 2: 0.031</a> , <a href="Season 3: 0.058">Season 3: 0.058</a> (Use the section below to indicate a more restrictive period of use than allowed by the water right.)
	Conditions to prevent injury, if any:  None The instream flow will be allocated on a daily average basis up to the described rate from April 1 through October 25.  Other (describe):
	If you need to enter more instream uses, please use the additional water rights form. MAY 3 1 2011
2.3	Term of lease. This lease shall terminate on November 1, 2011.  WATER RESOURCES DE
2.4	Flow protection. The Trustee will regulate use of water from the source, subject to prior

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tection. The Trustee will regulate use of water from the source, subject to prior appropriation and the agency enforcement guidance, to assure the water is delivered to the point of diversion, and through the reach past junior downstream users, so long as flow is sufficient to meet the demand under priority date of the new instream use (see Section 2.2). As part of regulation activities the watermaster or a designee has access to the point of diversion and place of use for the water rights involved in this lease. No party is required to continuously measure the flow of the waterway described in Section 2.2.

#### ~III~ Other Information

3.1 Accuracy. The Undersigned Lessor(s) and Lessee(s) declare that, to the best of their knowledge and belief, the information contained in this application is true, correct and complete. If after the lease order is signed, any information is determined to be false, the lease order may be modified or terminated. The lease only exercises the water rights being leased, for the term of the lease. It shall not be construed to overcome any claim that the water right may otherwise be subject to forfeiture for nonuse pursuant to ORS 540.610 during the period of time prior to the execution of the lease.

- 3.2 Lease. Lessor(s) and Lessee(s) agree to lease the water rights listed in Section(s) 1.5 for instream use for the term of this lease through Lessee to the Trustee, the Oregon Water Resources Department, pursuant to the provisions of ORS 537.348(2) and OAR 690-077.
- 3.3 Precedent. If a right which has been leased is later proposed to be leased again or transferred to an instream use under ORS 537,348 and OAR 690-077 a new injury review shall be required, and a prior lease shall not set a precedent for the amount of water to be leased or transferred instream.
- 3.4 Suspension of original use. During the period of the lease, the water right holder agrees to suspend use of water allowed under the subject water rights and under any water right that is supplemental to the subject water rights.

3.5	<ul> <li>Termination provision.</li> <li>For multiyear leases, the Lessor(s) shall have the option of terminating the lease each year with written notice to the Department. The lease may be terminated at any time during the calendar year. However, if the termination request is received less then 30-days prior to the period of allowed instream use or after the period of allowed use has begun for the water right(s) being leased, water may not be used under the right(s) leased until the following calendar year, unless the Director determines that enlargement would not occur. The Department may also require:</li> <li>Written notice to the Department with original signatures;</li> <li>Consent by all parties to the lease; and/or</li> <li>Written notice to the Watermaster's office.</li> <li>For multiyear leases, the lessor shall not have the option of terminating the lease, without consent by all parties to the lease.</li> </ul>
3.6	Modification to prevent injury. Allocation of water to the instream use described in Section 2.2 during the term of this lease is not reasonably expected to cause injury to other rights to use water from the same source. If injury is found after this lease is signed, the lease may be modified or terminated to prevent injury.
,-	Fees. Pursuant to ORS 536.050, the following fee is included:  \$400 for an application with four or more landowners or four or more water rights.  \$250 for all other applications.  Date: 4-9-1
	ck K. Agnew
Less	or: Augustication District  additional Lessors, type in space for signature and date  Date: 5-18-11
Less	
Desc	hutes River Conservancy RECEIVED

MAY 3 1 2011