



State of Oregon
Water Resources Department
725 Summer Street NE, Suite A
Salem, Oregon 97301-1266
(503) 986-0900

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: 1437 *Lease for Mitigation*
Lease Application Number (assigned by WRD): IL- 372 Renewal

This Lease is between:

Lessor #1:

Name Eagle Crest, Inc
Mailing address 1522 Cline Falls Rd
City, State, Zip Code Redmond, OR 97756
Telephone number 541-923-0807
Email address alan@jeld-wencommunities.com

Lessor #2, 3, etc.

Central Oregon Irrigation District
1055 SW Lake Ct
Redmond, OR 97756
541-504-7577
Email: lauraw@coid.org

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 PO Box 1560
City, State, Zip Code Bend, OR 97709
Telephone number 541-382-4077, ext 16
Email address gen@deschutesriver.org

Trustee:

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

~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 _____ S, Range _____ E, Section _____ and Tax Lot number _____. 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 Central Oregon Irrigation District, the irrigation district which conveys water to the subject water rights.

Another party with an interest in the subject water rights representing _____.

1.3 For the water right(s) being leased, list all water rights appurtenant to the same lands. Indicate if there are any supplemental or overlying rights.

Certificate No. 83571 & 76714

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.: 83571

Priority date: October 31, 1900 & December 2, 1907 Type of use: Irrigation

Legal Season of Use: April 1 to October 31

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, range, section, and $\frac{1}{4}$ $\frac{1}{4}$ which will be dried up as part of this lease, and include a map (Attachment 2) showing the lands which will not receive water.

Place of use: T S, R E, Section , $\frac{1}{4}$ $\frac{1}{4}$ - acres to be leased

Enter additional places of use here, using format above:

See attached Exhibit A - POD # 1 = 23.6 ac and POD # 11 = 48.6 ac.

Page 24 & 52 (Identify page number of certificate, if certificate is greater than 10 pages.)

Number of acres being leased, if for irrigation: 72.20

Acre-feet of storage, if applicable: 0

Maximum rate associated with the right to be leased (cfs):

POD # 1: October 31, 1900: Season 1: 0.294, Season 2: 0.392, Season 3: 0.518

December 2, 1907: Season 3: 0.207

POD # 11: October 31, 1900: Season 1: 0.606, Season 2: 0.808, Season 3: 1.068

December 2, 1907: Season 3: 0.428

(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): POD # 1: 232.86

POD # 11: 480.40

(Use additional lines if there is more than one duty associated with the water right.)

Conditions or other limitations, if any: None

If you need to enter another leased right, please use the additional water rights form.

1.6 **Validity of rights.** Lessor(s) attests (mark one) that:

- the water has been used over the past five years according to the terms and conditions of the water right certificate or as an instream water right or
- the water has not been used over the past five years according to the terms and conditions of the water right certificate, however the water right is not subject to forfeiture under ORS 540.610(2)()(include necessary supporting documentation as Attachment 3).

~II~ Instream Water Right Information

2.1 **Public use.** This lease will increase streamflows that will benefit:

- Conservation, maintenance and enhancement of aquatic and fish life, wildlife, and fish and wildlife habitat
- Pollution abatement
- Recreation and scenic attraction

2.2 **Instream use created by lease.** The instream use to be created is described as follows:

Deschutes River

Tributary to Columbia River in the Deschutes 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): POD # 1 (23.6 ac) and # 11 (48.6 ac) to Lake Billy Chinook

Maximum volume in acre-feet: POD # 1: October 31, 1900: 128.63

POD # 11: 393.52

Rate in cfs: POD # 1: October 31, 1900: Season 1: 0.162, Season 2: 0.216, Season 3: 0.401

POD # 11: October 31, 1900: Season 1: 0.496, Season 2: 0.662, Season 3: 1.226

(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 26.
- Other (describe): _____

If you need to enter more instream uses, please use the additional water rights form.

2.3 **Term of lease.** This lease shall terminate on October 31, 2012.

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.
- 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 Termination provision.**
- 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 than 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:
 - 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 terminating the lease, without consent by all parties to the lease.
- 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.
- 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.

Lessor #1: *Jerry Anderson* Date: 3.1.10
Eagle Crest, Inc

For additional Lessors, type in space for signature and date
Lessor #2: *Anna Wilson* Date: 03/03/10
Central Oregon Irrigation District

Lessee: *Genevieve Hubert* Date: 3/12/2010
Deschutes River Conservancy Mitigation Bank

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

**EAGLE CREST, INC.
INSTREAM LEASE - 2010
EXHIBIT A**

QD #	TRS	QQ	TL	# ACRES	TOU	POD	CERT. PG #
2002-37787	15-13-09	NE SW	101	4.300	IRRIG	11	24 *
2002-37787	15-13-09	SE NW	500	4.400	IRRIG	11	24 **
2002-37787	15-13-09	SW NW	500	7.650	IRRIG	11	24 ***
2002-37787	15-13-09	SE NW	503	6.800	IRRIG	11	24 **
2002-37787	15-13-09	SW NW	505	4.350	IRRIG	11	24 ***
2002-37787	15-13-09	SE NW	507	4.200	IRRIG	11	24 **
2002-37787	15-13-09	SW NW	507	16.900	IRRIG	11	24 ***
2001-54213	17-14-28	SE SE	2900	0.600	IRRIG	1	52
2001-54213	17-14-28	NW SE	2901	5.800	IRRIG	1	52
2001-54213	17-14-28	SW SE	2902	17.200	IRRIG	1	52
TOTAL AC. TO LEASE				72.200			

NOTE: ALL WATER RIGHTS ABOVE PREV LEASED ON L-372

* SINCE CERT # 83571 WAS ISSUED 6.2 AC EXITED THE CERT ON T-10274

** SINCE CERT # 83571 WAS ISSUED 0.2 AC EXITED THE CERT ON T-10845

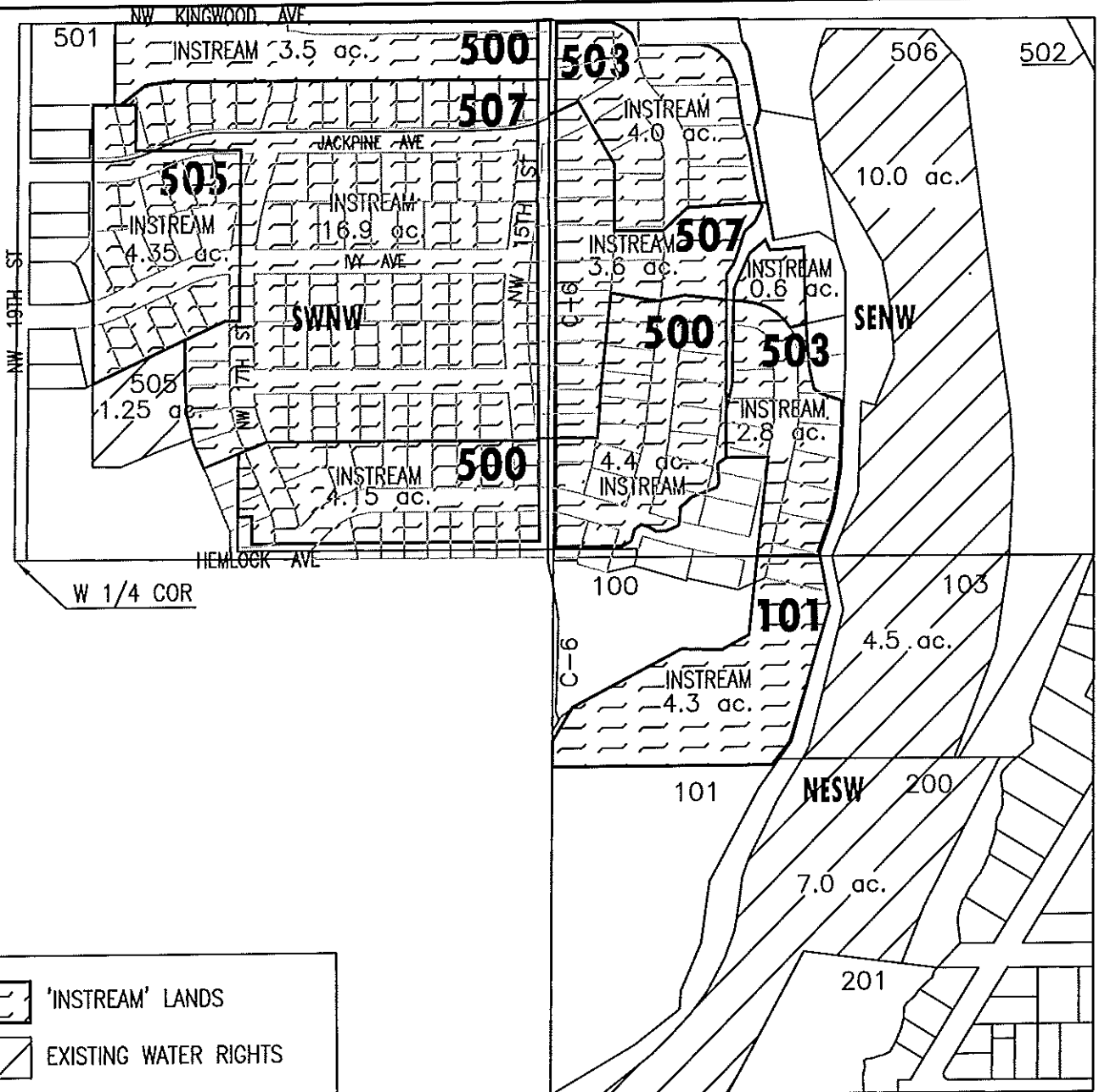
*** SINCE CERT # 83571 WAS ISSUED 0.8 AC EXITED THE CERT ON T-10826

DESCHUTES COUNTY SEC.09 T15S. R13E. W.M.

SCALE - 1" = 400'



S 1/2 OF THE NW 1/4; NE 1/4 OF THE SW 1/4



	'INSTREAM' LANDS
	EXISTING WATER RIGHTS



APPLICATION FOR 3 YR INSTREAM LEASE

NAME: EAGLE CREST, INC

TAXLOT #: 101, 500, 503, 505, 507

48.6 ACRES INSTREAM

DATE: 02-26-10

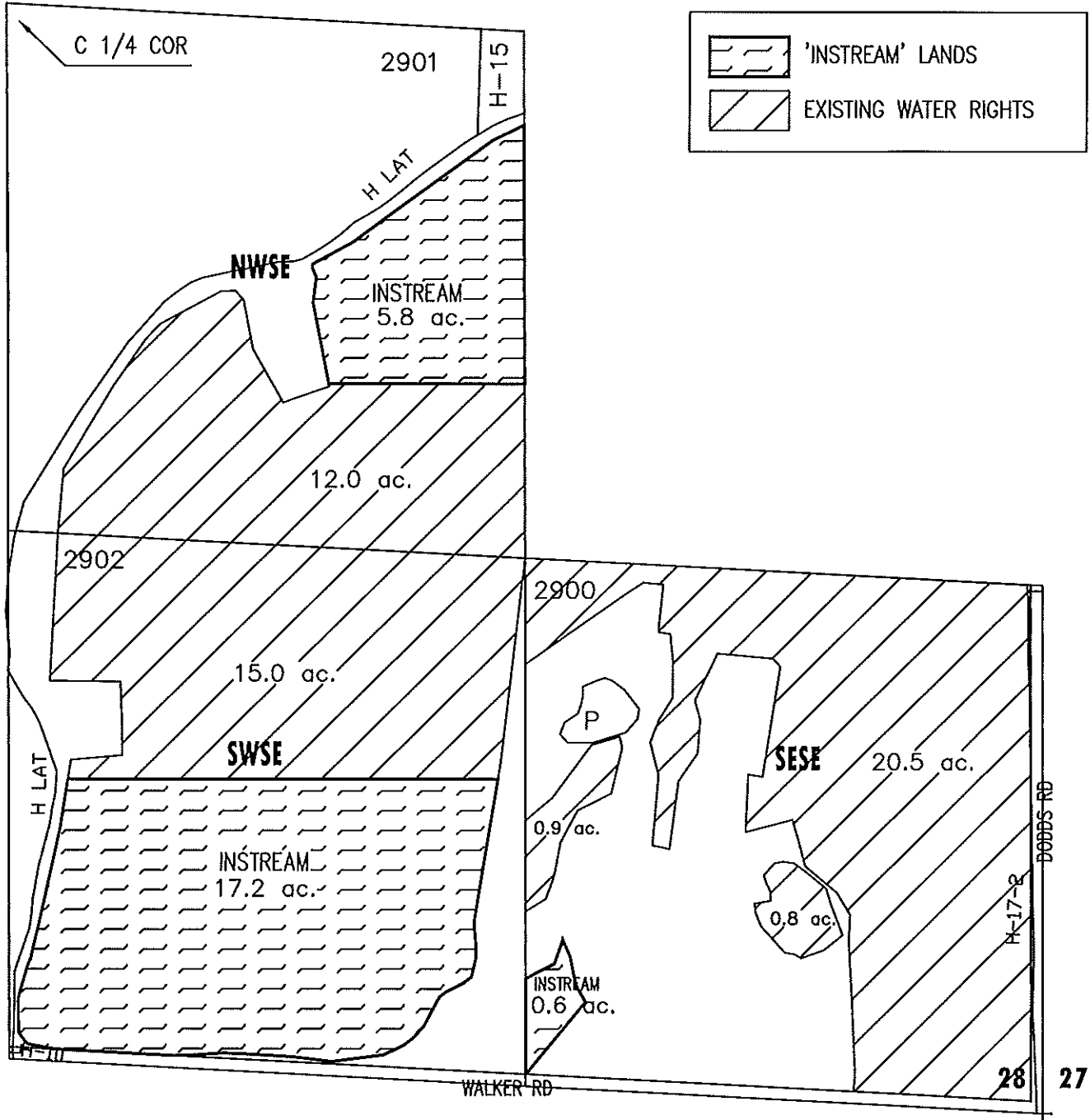
FILE NO: E:\TRANSFER\INSTREAM\INSTRM10\3YR\151309_SNW

**DESCHUTES COUNTY
SEC. 28 T17S. R14E. W.M.**

SCALE - 1" = 400'



NW 1/4 OF THE SE 1/4; S 1/2 OF THE SE 1/4



CENTRAL OREGON



IRRIGATION DISTRICT

APPLICATION FOR 3 YR INSTREAM LEASE

NAME: EAGLE CREST, INC

TAXLOT #: 2900, 2901, 2902 23.6 ACRES INSTREAM

DATE: 02-26-10

FILE NO: E:\TRANSFER\INSTREAM\INSTRM10\3YR\171428_SE

EXHIBIT C

Deschutes River Conservancy 2010 Instream Leasing Program

Policy Concerning Weeds & Instream Leases Information on Farm Deferral & Lease Payment

The Deschutes River Conservancy is dedicated to restoring stream flow and improving water quality in the Deschutes Basin; land stewardship is a component of these goals.

Weed Policy

The DRC expects participants in the Leasing Program will continue to exercise agricultural best management practices on lands enrolled in the Program, particularly with respect to the control of noxious and/or nuisance weeds. Failure to control weeds on leased acres may result in exclusion from Program compensation.

Information and Resources Attached

Farm Deferral Notice

Instream leasing is a beneficial use that protects your water right from forfeiture and allows for compensation for this instream use, but please note that it does not automatically protect against loss of farm use special assessment. Exclusive Farm Use (EFU) zoned lands may still require at least minimal use with the intent to make a profit. It is the landowner's responsibility to know their tax assessment status and qualifying uses.

Information and Resources Attached

I, Jerrey Andres understand the DRC weed policy and have
Print Name
been informed about farm deferral.

Donated Leases: New (2010) one year and multi-year leases of less than 10 acres, existing multi-year leases of less than 5 acres, leases with public entities, leases submitted after the due date, and leases with verified weed complaints are not paid a per acre or per acre-foot rate by the DRC.

Signature: Jerrey Andres Date 3-1-10
for Eagle Crest, Inc

This form must be signed and returned with state lease form.