February 13, 2012



# Application for Instream Lease

Pooled Lease Form

A summary of review criteria and procedures that are generally applicable to these applications is available at <a href="https://www.wrd.state.or.us/OWRD/PUBS/forms.shtml">www.wrd.state.or.us/OWRD/PUBS/forms.shtml</a>.

Optional Identification by Lessor/Lessee: 6 new lessors  Lease Application Number (assigned by WRD):	 
The water right to be leased is located in <u>Deschutes</u> County.	
This Lease is between:	
Lessor #2: Irrigation District or Other Water Purveyor	
Name Swalley Irrigation District	<del></del>
Mailing address 64672 Cook Ave., Suite 1	- RECEIVED
City, State, Zip Code Bend, OR 97701	RECEIVED BY OWRE
Telephone number <u>541-388-0658</u>	
E-mail address** kathy@swalley.com	APR 1 5 2013
Lessee (if different than Oregon Water Resources Department):	SALTA
Name Deschutes River Conservancy	SALEM, OR
Mailing address 700 NW_Hill St	
City, State, Zip Code Bend, OR 97701	
Telephone number541-382-4077	
E-mail address** gen@deschutesriver.org **BY PROVIDING AN E-MAIL ADDRESS, CONSENT IS GIVEN TO RECEIVE ALL CORRESPO	NDENCE FROM THE
DEPARTMENT ELECTRONICALLY. COPIES OF THE FINAL ORDER DOCUMENTS WILL A	
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 Info	rmation
1.2 Lessor #2 is the (Check one):	
☑ Official representative of Swalley Irrigation Dist, the irrigation	on district, which conveys
water to the subject water rights.	
Another party with an interest in the subject water rights repre	esenting
☐ Not applicable.	

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(s). 74145
1.4	Are some or all of the lands being leased part of a Conservation Reserve Enhancement Program.   Yes No or other Federal 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  (If you need to enter another leased right, please use the additional water right form for pooled instream lease.)  Priority date: 9/1/1899  Type of use: IRR  Legal Season of Use: Apr 1 - Oct 31  If an irrigation right, total number of acres to be leased: 11,930  Total acre-feet of storage to be leased, if applicable: n/a  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) 0.091  Time period: Apr 1-May1/Oct 1-Nov 1
	Season 2 (cfs) 0.122 Time period: May 1-15 / Sept 15-Oct 1
	Season 3 (cfs) 0.230 Time period: May 15-Sept 15
	Maximum duty associated with subject water rights (ac-ft): 78.90  RECEIVED BY OWRD
	Conditions or other limitations, if any:
	APR 1 5 2013 ~II~ Instream Water Right Information
2.1	Public use. This lease will increase streamflows that will benefit:  SALEM, OR  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 for the water right described in Section 1.5.
	In the <u>Deschutes</u> River Tributary to <u>Columbia River</u> in the <u>Columbia</u> Basin.
	Instream volume in acre-feet (may be up to the same as the duty identified in Sec 1.5): 65.03  Instream rate in cfs (may be up to the same as the rate identified in Sec 1.5): 0.082 -season 1  (If more than one rate, describe the rate associated with each time period or instream reach.)  Rate in CFS: 0.110 - season 2  Rate in CFS: 0.203 - season 3
	(If not certain of the instream rate or volume, please contact the Department for more information on how to fill out this section of the application).
	☐ Instream use protected at the point of diversion (POD). ☐ Or within a proposed reach.

Describe the proposed reach (an instream reach generally begins at the POD and generally ends at the mouth of the source creek/river). If possible list the reach by river mile): From the POD at Swalley main canal, T17S, R12E, WM section 29, SENE, 985
feet N and 617 feet W from the E 1/4 corner of section 29 to the mouth of the Deschutes River at RM 0.
Please check this box if you are not sure of the proposed reach and want water to be protected within a reach below the POD, if possible.
(If no reach is identified or the above box is not checked, and there is only one POD listed on the certificate, the lease may be processed to be protected at the POD.)
If the POD is not described on the Certificate or if there is more than one POD listed on the certificate, then the specific POD must be described:
Conditions to prevent injury, if any (use this section to indicate a more restrictive period of use than allowed by the water right):
<ul> <li>None</li> <li>              ∑ The instream flow will be allocated on a daily average basis up to the described rate from Apr 1 through Oct 25 .     </li> <li>             ☐ Other (describe):</li> </ul>
(Note: The Department may identify additional conditions to prevent injury and/or enlargement.)
Term of lease. This lease shall terminate on Nov 1, 2013
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
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.
Lease. Lessor(s) and Lessee(s) agree to lease the water rights listed in Section(s) 1.5 for

2.3

2.4

3.1

3.2

3.3

Precedent. If a right which has been leased is later proposed to be leased again or

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.

transferred to an instream use under ORS 537.348 and OAR 690-077 a new injury review

shall be required, and a prior short term 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 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:  Written notice to the Department;  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.
<ul> <li>3.7 Fees. Pursuant to ORS 536.050, the following fee is included:</li> <li></li></ul>
Lessor #2: Augus Buttufued Date: 4/5/13 Swalley Irrigation District
Lessee:
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

#### 7/23/2012

### This table will calculate flow rate factors and duty for Swalley Irrigation District Instream Leases & Transfers

Ganal Diversion - Enter	<b>显示的 结构建设 是多</b> 种的			
Total Number of Acres		Lawrence	_	
to be Leased Instream	11,930	Dimeo		
Direct Diversion Sales	Service Company of the Company of th	Alcala		
Lotal Number of Acres				
to be Leased Instream.		City Bend	,	
Here>		Cuty Bend "Johnson	<b>^</b> "	
ं विचारित विविधित विविधित		Ellefson	buck	
o social de la	105/3/10	Elletson	/UWEN	
Stating Point Canal	4224.00			
Diversion of Reference	44104/865			
Starting Fold	Full Right	Direct Diversion only	Canal Diversio	intonly and the second
	The second secon	Starting Point Rate	Starting Point	Rale
Season 1	34,384		0.7/23	38,661
Season 2	(457076)		0,968	46,041
Seeson &	86,686	は、上のようなないない。ないないないないないないないないないないないない。	MAKIN	82.437.4
0)()jy	2497/(018)(64/0		74501-10	741416167618

\*Approximate starting point

	ousign (equilibrio7 <b>4445</b> Jon Only			
	clated with leased rights f the Lease Application Form	Rate and duty identified in this section 43% transmission loss allowed by d	on includes the ecree	
	Full Rate	Duty (AF) associated with leased	right for	
Season 1*		Section 1.5 of the Lease Application Form		
Season 2*		Duty AF/Acre* =	6.61	
Season 3*				

<sup>\*</sup> Note - The rates and duty identifed have been proportion to prevent enlargement of the right and to reflect the amount at which the diversion should be reduced. (for example, S3 = starting canal rate divided by 4441.765 canal acres)

Rajes and volumes de not include the 46% tra	ntified in this section do	Volume (AB) leased instream to of the Lease Application form	r Section 2.2
Service Annual Control of the Contro		Duty (decree) AF/Acre =	5.40
the Lease Application	phonone and the second	Total =	
	Fuil Rate	# of Days in each Season	AF/ Season
Season 1		61	9.92
Season 2		30	6.55
Season 3		123	49.53
			66.00
Additional Conditions	to Prevent Inury for Sect	on 242 of the Lease Application	(elm)
	# days	AF/Season	1931) and the state of the stat
Season 1*	5	5 8.95	
Season 2	3	0 6.55	-
Season 3	12	3 49.53	
Season total =	20	8	Does not exceed duty
	Water protected Instream	: April 1 through October 2	

<sup>\*</sup> Note - The number of days that water may be protected instream in Season 1 has been reduced op revent enlargement of the right.

The instream rates identified in this section are based upon the face value of the water right minus 43%.

February 13, 2012



# Application for Instream Lease

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•		I me and the case of the form and case of the	
		by Lessor/Lessee:	
The water r	ight to be le	eased is located in Deschutes County.	
This Lease	is between:		
Lessor #1:		•	
		Gary Dimeo	
Mailing add	lress	Gary Dimeo 19590 SW Shaw Street	
City State	Zin Code	Aloha, OR 97007	
E-mail addr	ess**		-
Lessor #2,	3, etc. (prov	vide same information as identified above) Swalley Irrrigation District	
Mailing add	ress	64672 Cook Ave., Ste. 1	
City, State,	Zip Code	Bend, OR 97701	
Telephone r	umber_	<u>541-388-0658</u>	
E-mail addr	ess**	kathy@swalley.com	
Name		Deschutes River Conservancy	
City State	7in Code	PO Box 1560 Bend, OR 97709	
Telephone n	zip Code		
E-mail addre	ess**	941-382-4077 gen@deschutesriver.org press, consent is given to receive all correspondence from the	NED LETALUNT
		THE FINAL ORDER DOCUMENTS WILL ALSO BE MAILED.	PELAKIMENI
Trustee: Oregon Wat 725 Summer Salem, OR 9 (503) 986-09	r Street NE, 97301-1266	es Department Suite A	
	~ <b>I</b> ~	Water Right Holder and Water Right Informat	ion
1.1	property lo	is the water right holder, or authorized agent for water reated at: Township 16 N, Range 12 W, S r 04800 . If the water right appurtenant	ection 28 and Tax
			TA 00

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	□ ⊠ con	Not app Officia veys wa	plicable I represe ater to th	ne subjec	of <u>Swalle</u> et water ri	ghts.	on District	_		which
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.							ıds.		
	Cert	tificate	No(s). <u>7</u>	4145_						
1.4	Are Prog	some o	rall of	the lands ⊠ No			of a Conservat program:			ment
1.5	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  (If you need to enter another leased right, please use the additional water right form.)  Legal Season of Use: April 1 - November 1  Is the entire water right certificate being leased? Yes No  If no, list below the acres of the subject water right by legal description of township, range, section, and ¼¼ which will be dried up as part of this lease, and include a map (Attachment 2) showing the lands which will not receive water.							ownship, lude a map		
	Т	R	Sect	44	Tax Lot	Aeres	Type of Use	*Page#	*Priority Date	*Previous Lease#
							greater than 10 p		fy priority date	e, If there is
ļ			ase numb				ion of a previous			· · · · · · · · · · · · · · · · · · ·
1.	16	12	28	W	04800	2.33	1RR	09	9-1-1899	IL-
2.		<u> </u>								IL-
3.				_				ļ		IL-
4.										
										IL-
5.										IL-
5.	Total Acre Maxi Seaso (I Maxi (U	number-feet of mum rand 3: 0.  Jse addited and mum descriptions of the feet of	er of acrestorage ate associate asso	es being, if appliciated we sifthere is ciated was if there is limitation	leased, if icable:	th to be less on one rate a ght to be less one duty a	section, ¼ ¼, tax ation (or other eased (cfs): <u>Se</u> ssociated with the eased (ac-ft): associated with the	acre equivason 1: 0.  water right 15.41 e water right	valent uses): 018, Season  i.)	icon, and scale. 2.33 2: 0.024,

	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 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:
	<ul> <li>Conservation, maintenance and enhancement of aquatic and fish life, wildlife, and fish and wildlife habitat</li> <li>Pollution abatement</li> </ul>
	Recreation and scenic attraction
2.2	Instream use created by lease of the water right described in Section 1.5.  The instream use to be created is described as follows:
	In the Deschutes River
	Tributary to Columbia River in the Columbia Basin.
	Instream volume in acre-feet (may be up to the same as the duty identified in Sec 1.5): 6.61 ac
	=12.76 af Instream rate in cfs (may be up to the same as the rate identified in Sec 1.5): Season 1: 0.016 cfs / Season 2: 0.021 cfs / Season 3: 0.040cfs
	(If not certain of the instream rate or volume, please contact the Department for more information on how to fill out this section of the application).
	<ul> <li>☐ Instream use protected at the point of diversion (POD).</li> <li>☐ Or within a proposed reach.</li> </ul>
**	Describe the proposed reach (an instream reach generally begins at the POD and generally ends at the mouth of the source creek/river). If possible list the reach by river mile): From the POD at Swalley Main Canal, T17S, R12E, WM Section 29, SE/NE, 985 feet N and 617 feet W from the E 1/4 corner of section 29 to the mouth of the Desthutes River at RM 0.
	Please check this box if you are not sure of the proposed reach and want water to be protected within a reach below the POD, if possible.
	(If no reach is identified or the above box is not checked, and there is only one POD listed on the certificate, the lease may be processed to be protected at the POD.)
	If the POD is not described on the Certificate or if there is more than one POD listed on the certificate, then the specific POD must be described:
	Conditions to prevent injury, if any (use this section to indicate a more restrictive period of use than allowed by the water right):  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):
	(Note: The Department may identify additional conditions to prevent injury and/or enlargement.)
	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 November 1, 2013
- 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.

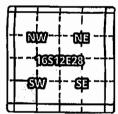
#### ~III~ Other Information

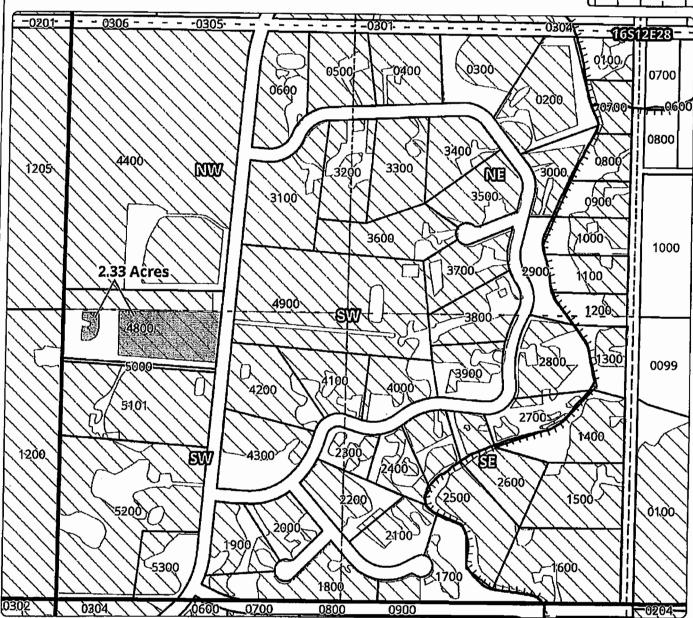
- 3.1 Accuracy. The Undersigned Lessor(s) and Lessee(s) declare that, to the best of their knowledge and belief, the information contained in this application is true, correct and complete. If after the lease order is signed, any information is determined to be false, the lease order may be modified 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 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:
    - Written notice to the Department:
    - 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.

Fees. Pursuant to ORS 536.050, the following fee is included:  \$\sum_\$\$ \$400 for an application with four or more landowners or four or more water rights.					
\$250 for all offee applications.	icis or 10	ur of more water fights.			
Lessor #1: Journal Williams	_ Date: _	2-25-13			
Gary Dimeo					
For additional Lessors, type in space for signature and date					
Lessor #2: Sv36nne Bullefleed	Date:	2-27-13			
Swalley Irrigation District					
•					
Lance	Data				
Lessee: Deschutes River Conservancy	_ Date: _				
Describes River Conservancy					
Other Attachments as Needed:					
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Attachment 2: Detailed map illustrating lands under subject rig		leased; required if only part			
of a right is being leased instream. (See instruc					
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even though the right has not been exercised for		nore consecutive years			
(required if the second box in Section 1.6 is che	ckeu).				
Attachment 4: Split Season Instream Use Form					

### Swalley Irrigation District Application for Instream Lease

Cert #: 74145 For: Gary Dimeo





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#### 1 YEAR INSTREAM LEASE MAP

Taxlot 4800, 16S12E28SWSW: 2.33 Acres OFF, 0 Acres Remaining

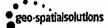
O Point of Diversion

Canals

Taxlots

Lease

Cert 74145



1 Inch = 400 feet March 2013





### Pooled Lease Form

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1,3	Indicate if there are any supplemental or overlying rights.
	Certificate No(s). 74145
1.4	Are some or all of the lands being leased part of a Conservation Reserve Enhancement Program.   Yes  No or other Federal 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  (If you need to enter another leased right, please use the additional water right form for pooled instream lease.)  Priority date: 9/1/1899  Type of use: IRR  Legal Season of Use: Apr 1 - Oct 31  If an irrigation right, total number of acres to be leased: 11.930  Total acre-feet of storage to be leased, if applicable: n/a  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) 0.091  Time period: Apr 1-May1/Oct 1-Nov 1  Season 2 (cfs) 0.122  Time period: May 1-15 / Sept 15-Oct 1  Season 3 (cfs) 0.230  Time period: May 15-Sept 15  Maximum duty associated with subject water rights (ac-ft): 78.90  Conditions or other limitations, if any:
	~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> </ul>
2.2	Instream use created by lease for the water right described in Section 1.5.
	In the <u>Deschutes</u> River Tributary to <u>Columbia River</u> in the <u>Columbia</u> Basin.
	Instream volume in acre-feet (may be up to the same as the duty identified in Sec 1.5): 65.03  Instream rate in cfs (may be up to the same as the rate identified in Sec 1.5): 0.082 -season 1  (If more than one rate, describe the rate associated with each time period or instream reach.)  Rate in CFS: 0.110 - season 2  Rate in CFS: 0.203 - season 3
	(If not certain of the instream rate or volume, please contact the Department for more information on how to fill out this section of the application).
	☐ Instream use protected at the point of diversion (POD). ☐ Or within a proposed reach.

	generally ends at the mouth of the source creek/river). If possible list the reach by river
	mile): From the POD at Swalley main canal, T17S, R12E, WM section 29, SENE, 985 feet N and 617 feet W from the E 1/4 corner of section 29 to the mouth of the Deschutes River at RM 0.
	ACTION OF
`	Please check this box if you are not sure of the proposed reach and want water to be protected within a reach below the POD, if possible.
	(If no reach is identified or the above box is not checked, and there is only one POD listed on the certificate, the lease may be processed to be protected at the POD.)
	If the POD is not described on the Certificate or if there is more than one POD listed on the certificate, then the specific POD must be described:
	Conditions to prevent injury, if any (use this section to indicate a more restrictive period of use than allowed by the water right):
	<ul> <li>None</li> <li></li></ul>
	(Note: The Department may identify additional conditions to prevent injury and/or enlargement.)
2.3	Term of lease. This lease shall terminate on Nov 1, 2013
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

- 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 short term 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 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:  Written notice to the Department;  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:
Lessor Swalle	#2: Sur Buttufued Date: 4/5/13
Lessee <u>Deschi</u>	: Muliwe Huser Date: 4/9/2013 utes River Conservancy
	Attachments as Needed:
	ment 1: Tax Lot Map. (See instructions.) ment 2: Detailed map illustrating lands under subject rights to be leased; required if only
	part of a right is being leased instream. (See instructions.) ment 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). ment 4: Split Season Instream Use Form ment 5: Pooled Lease Water Right Holder Form

#### 7/23/2012

\*Approximate starting point

### This table will calculate flow rate factors and duty for Swalley Irrigation District Instream Leases & Transfers

Canal Diversion - Enter Total Number of Acres to be Leased Instream Here		Lawrence Dimeo	
Direct Diversion - Enter Total Number of Acres to be Leased Instream Here		Alcala City Bend "Johnson"	
Statiling Politic (Direct) Diversion (delete (esse Statiling Politic (eaud) : Diversion (oblication)	105.310 4404.865	Ellefson/owe	Ν
Starting Point	Full Right	Direct Diversion only	Canal Diversion only
	Starting Point-Rate*	Starting Point Rate	Starting Point - Rate
Season4.	34,384	0.7/23	33,664
Season 2	45,97(9)	0.968	45.041
Season 3	86,636	1.7(9)	84.844
B) Living and the state of the	\$4:)\(0):\(\frac{1}{2}\(0)	(1:10), (1:11)	781486858

	ter Right - Certificate 74145 ston Only		
Rate (CFS) asso	oclated with leased rights of the Lease Application Form	Rate and duty identified in this section 43% transmission loss allowed by dec	includes the ree
	Full Rate	Duty (AF) associated with leased rig	ght for
Season 1*		Section 1.5 of the Lease Application	n Form
Season 2*		Duty AF/Acre* =	6.61
Season 3*			1

<sup>\*</sup> Note - The rates and duty identifed have been proportion to prevent enlargement of the right and to reflect the amount at which the diversion should be reduced. (for example, S3 = starting canal rate divided by 4441.765 canal acres)

	ienilies intlikseedlingd	0	Volume (AB) leased instream (o	n Section 4/2
not include the 43% i	transmission loss		of the Lease Application Form:	
Relation (et 25) Horison di	rstream (Or Section 244	Oi	Duty (decree) AF/Acre =	5.46
the Lease Application	อบรอสก		Total =	65.14
	Full Rate		# of Days in each Season	AF/ Season
Season 1			61	9.92
Season 2			30	6.55
Season 3			123	49.53
				66.00
Additional Conditio	ns to Prevent inury for	Sectio	n 2.2 of the Lease Application F	orm = 1
Action and the second s	# days		AF/Season	
Season 1*		55	8.95	
Season 2		30	6,55	
Season 3		123	49.53	
Season total	l=	208		Does not exceed duty
	Water protected Inst	ream:	April 1 through October 28	

<sup>\*</sup> Note - The number of days that water may be protected instream in Season 1 has been reduced op revent enlargement of the right. The instream rates identified in this section are based upon the face value of the water right minus 43%.



A summary of review criteria and procedures that are generally applicable to these applications is available at <a href="https://www.wrd.state.or.us/OWRD/PUBS/forms.shtml">www.wrd.state.or.us/OWRD/PUBS/forms.shtml</a>.

•			·
Optional Id	dentification	by Lessor/Lessee:	
Lease App	lication Nun	nber (assigned by WRD):	
The water	right to be le	ased is located in Deschutes County.	
This Lease	is between:		
Lessor #1:		•	
		Gary Dimeo	
Mailing ad	dress	Gary Dimeo 19590 SW Shaw Street	
City State	Zin Code	Aloha, OR 97007	
Telephone	number	Anona, OK 77007	
E-mail add	ress**		an.
		vide same information as identified above)	
Name		Swalley Irrrigation District	
		64672 Cook Ave., Ste. 1	
		Bend, OR 97701	
		<u>541-388-0658</u>	
<u>E-mail addı</u>	ess**	kathy@swalley.com	
·			
		n Oregon Water Resources Department):	
Name		Deschutes River Conservancy	
Mailing add	iress	PO Box 1560 Bend, OR 97709	
City, State,	Zip Code	Bend, OR 97709	
Telephone i	number	541-382-4077	
E-mail addr	ess** San e-mail add	gen@deschutesriver.org ress, consent is given to receive all correspondence from the	DEPARTMENT
		HE FINAL ORDER DOCUMENTS WILL ALSO BE MAILED.	
Trustee:			
Oregon Wat	ter Resource	s Department	
	r Street NE,		
Salem, OR	97301-1266		
(503) 986-0			
	~!~	Water Right Holder and Water Right Informa	iion
1.1	property lo	s the water right holder, or authorized agent for water cated at: Township 16 N, Range 12 W, S v 04800 If the water right appurtenant	Section 28 and Tax
		to the star for the star to th	T4.00

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	□ ⊠ con	Not app Official veys wa	olicable representer to the	ie subjec	of <u>Swalley</u> et water ri	ghts.	n District ,			which
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(s). 74145									
1.4							of a Conservat program:		ve Enhancei	ment
1.5	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  (If you need to enter another leased right, please use the additional water right form.)  Legal Season of Use: April 1 - November 1  Is the entire water right certificate being leased? Yes No  If no, list below the acres of the subject water right by legal description of township, range, section, and ¼¼ which will be dried up as part of this lease, and include a map (Attachment 2) showing the lands which will not receive water.									
					<b>15</b>		(T) (C.1)	2.15	*Priority	*Previous
	T	R	Seet	1/4 1/4	Tax Lot	Acres	Type of Use	#Page#		Lease #
*() me	Identify p	ertinent p	age numl certifical	bers of cer te, If any	tificate, if c	ertificate is he right pro	greater than 10 p	ages; identi d was leased	Date fy priority dat d previously, t	e, if there is he previous
*() mo	Identify p	ertinent p	age numl certifical	bers of cer te, If any	tificate, if c	ertificate is he right pro	greater than 10 p	ages; identi d was leased	Date fy priority dat d previously, t	e, if there is
me	Identify pore than o	ertinent pone on the	age numl certificat ase numb	bers of cer te. If any per may be	tificate, if c portion of the identified.	ertificate is he right pro Identificat	greater than 10 p posed to be lease ion of a previous	ages; identi d was leased lease is opti	Date fy priority dat d previously, t ional.)	e, if there is he previous
I.	Identify pore than o	ertinent pone on the	age numl certificat ase numb	bers of cer te. If any per may be	tificate, if c portion of the identified.	ertificate is he right pro Identificat	greater than 10 p posed to be lease ion of a previous	ages; identi d was leased lease is opti	Date fy priority dat d previously, t ional.)	e, If there is he previous
I. 2.	Identify pore than o	ertinent pone on the	age numl certificat ase numb	bers of cer te. If any per may be	tificate, if c portion of the identified.	ertificate is he right pro Identificat	greater than 10 p posed to be lease ion of a previous	ages; identi d was leased lease is opti	Date fy priority dat d previously, t ional.)	e, if there is he previous IL-
1. 2. 3.	Identify pore than o	ertinent pone on the	age numl certificat ase numb	bers of cer te. If any per may be	tificate, if c portion of the identified.	ertificate is he right pro Identificat	greater than 10 p posed to be lease ion of a previous	ages; identi d was leased lease is opti	Date fy priority dat d previously, t ional.)	e, if there is he previous  IL-  IL-  IL-
1. 2. 3. 4.	Identify pore than o	ertinent p ne on the le	age numl certifica ase numb	bers of cer te. If any per may be SW/S W	tificate, if c portion of the identified.	ertificate is the right pro- Identificate 2.33	greater than 10 p posed to be lease ion of a previous	d was leased lease is opti	Date fy priority dat d previously, t ional.) 9-1-1899	e, if there is he previous  IL- IL- IL- IL- IL-
1. 2. 3. 4.	d maps m Tota Acre Max Seas	ust idential number-feet of imum ration 3: 0. Use additimum duse addituse a	fy the water of acres ate asso outs ional line uty assocional line	bers of certe. If any ber may be SW/S W  ster right heres being ciated wes if there ociated ves if there	older, town icable:	ship, range f for irrigation one rate a ght to be none duty	greater than 10 p posed to be lease ion of a previous IRR	x lot numbe acre equivason 1: 0.  e water right 15.41  he water right 15.41  he water right 15.41	Date fy priority dat d previously, t ional.)  9-1-1899  r, map orienta valent uses)  018, Seasor  t.)	e, if there is he previous  IL- IL- IL- IL- tion, and scale. 2.33

	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 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:
	<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 of the water right described in Section 1.5.  The instream use to be created is described as follows:
	In the Deschutes River
	Tributary to Columbia River in the Columbia Basin.
	Instream volume in acre-feet (may be up to the same as the duty identified in Sec 1.5): 6.61 ac
	=12.76 af Instream rate in cfs (may be up to the same as the rate identified in Sec 1.5): Season 1: 0.016 cfs / Season 2: 0.021 cfs / Season 3: 0.040cfs
	(If not certain of the instream rate or volume, please contact the Department for more information on how to fill out this section of the application).
	☐ Instream use protected at the point of diversion (POD). ☐ Or within a proposed reach.
5	Describe the proposed reach (an instream reach generally begins at the POD and generally ends at the mouth of the source creek/river). If possible list the reach by river mile): From the POD at Swalley Main Canal, T17S, R12E, WM Section 29, SE/NE, 985 feet N and 617 feet W from the E 1/4 comer of section 29 to the mouth of the Desthutes River at RM 0.
	Please check this box if you are not sure of the proposed reach and want water to be protected within a reach below the POD, if possible.
	(If no reach is identified or the above box is not checked, and there is only one POD listed on the certificate, the lease may be processed to be protected at the POD.)
	If the POD is not described on the Certificate or if there is more than one POD listed on the certificate, then the specific POD must be described:
	Conditions to prevent injury, if any (use this section to indicate a more restrictive period of use than allowed by the water right):  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):
	(Note: The Department may identify additional conditions to prevent injury and/or enlargement.)
	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 November 1, 2013
- 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.

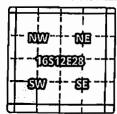
#### 3.5 Termination provision.

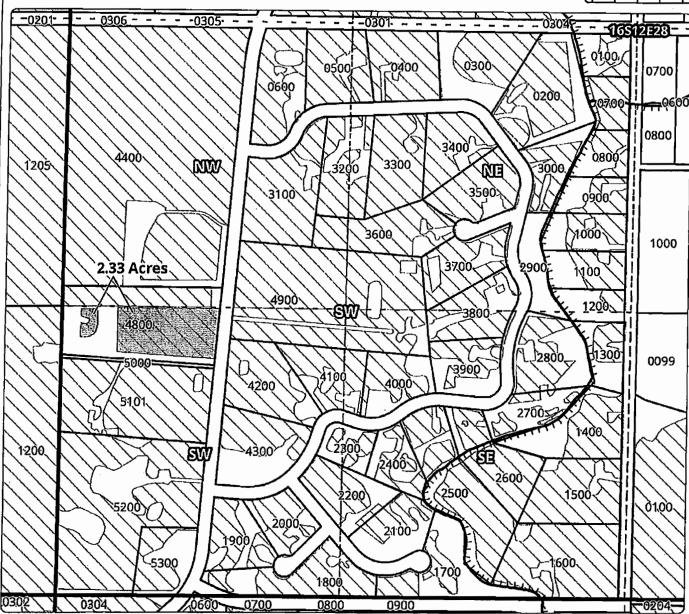
- For multiyear leases, the Lessor(s) shall have the option of terminating the lease each year with written notice to the Department. The lease may be terminated at any time during the calendar year. However, if the termination request is received less then 30-days prior to the period of allowed instream 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:
  - Written notice to the Department;
  - 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 in \$400 for an application with four or more landow	r or more water rights.	
\$250 for all other applications.		_
Lessor #1: Mous White Gary Dimeo	Date:	2-25-13
For additional Lessors, type in space for signature and date Lessor #2: 5 vz 6 nm Butterfield	Date:_	2-27-13
Swalley Irrigation District		
Lessee: Deschutes River Conservancy	Date:	
Other Attachments as Needed:		
Attachment 1: Tax Lot Map. (See instructions.)	-1.4.4.1.1	la 1
Attachment 2: Detailed map illustrating lands under subject ri of a right is being leased instream. (See instruc	-	leased; required if only part
Attachment 3: Supporting documentation indicating why a rig even though the right has not been exercised for (required if the second box in Section 1.6 is che	ht is valid r five or m	
Attachment 4: Split Season Instream Use Form	ockeuj.	

### Swalley Irrigation District Application for Instream Lease

Cert #: 74145 For: Gary Dimeo





#### 1 YEAR INSTREAM LEASE MAP

Taxlot 4800, 16S12E28SWSW: 2.33 Acres OFF, 0 Acres Remaining

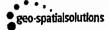
Point of Diversion

Canals

Taxlots

ోతే Lease

Cert 74145



1 Inch = 400 feet March 2013





A summary of review criteria and procedures that are generally applicable to these applications is available at <a href="https://www.wrd.state.or.us/OWRD/PUBS/forms.shtml">www.wrd.state.or.us/OWRD/PUBS/forms.shtml</a>.

Optional Identi Lease Applicat	ification by Lessor/Lessee:	_
The water right	t to be leased is located in <u>Deschutes</u> County.	
This Lease is b	etween;	
Lessor #1:		
	Gary & Floyd Lawrence	
	s <u>748 NE Seward Ave.</u>	
	Code <u>Bend, OR 97701</u>	_
Telephone num	ber	<b>_</b>
E-mail address*	**	_
Lessor #2, 3, et	tc. (provide same information as identified above)	
Name	Swalley Irrrigation District	
Mailing address	64672 Cook Ave., Ste. 1	
City, State, Zip	Code Bend, OR 97701	
Telephone num	ber 541-388-0658	
E-mail address*	kathy@swalley.com	RECEIVED DV COM
I again (if differ	rent than Oregon Water Resources Department):	RECEIVED BY OWRD
Lessee (11 unie:	Deschutes Piver Conservancy	APR <b>1 5</b> 2013
Mailing address	Deschutes River Conservancy PO Box 1560 Code Bend, OR 97709	_ At K 1 9 2013
City State 7in	Code Rend OR 07700	_
City, State, Zip	har 541 292 4077	- SALEM, OR
reiephone num E-meil adduses*	ber 541-382-4077	-
E-IIIAII AUGIESS **BY PROVIDING AN E	* gen@deschutesriver.org -MAIL ADDRESS, CONSENT IS GIVEN TO RECEIVE ALL CORRESPONDENCE FROM	THE DEPARTMENT
	OPIES OF THE FINAL ORDER DOCUMENTS WILL ALSO BE MAILED.	
Trustee:		
	Resources Department	
	reet NE, Suite A	
Salem, OR 9730	-	
(503) 986-0900		
(001)		
	~I~ Water Right Holder and Water Right Infor	mation
1.1 Les	ssor #1 is the water right holder, or authorized agent for wa	nter right holder of the
	perty located at: Township 16 N, Range 12	
•	t number 00200 If the water right appurte	nant to these lands is also
	Application for Short-Term Instream Lease / 1	TACS



A summary of review criteria and procedures that are generally applicable to these applications is available at <a href="https://www.wrd.state.or.us/OWRD/PUBS/forms.shtml">www.wrd.state.or.us/OWRD/PUBS/forms.shtml</a>.

		1 utsuant to OKS 557.546(2) and OAR 090-077	
Optional I Lease App	dentification dication Nu	n by Lessor/Lessee:	
		leased is located in Deschutes_ County.	
This Lease	e is between:	:	
Lessor #1:	•		
Name		Gary & Floyd Lawrence	
Mailing ad	dress	748 NE Seward Ave.	
		Bend, OR 97701	
Telephone	number		
E-mail add	ress**		
		ovide same information as identified above)	
		Swalley Irrrigation District	
		64672 Cook Ave., Ste. 1	
		Bend, OR 97701	
		541-388-0658	
	ress**		
Name		an Oregon Water Resources Department):  Deschutes River Conservancy	
		PO Box 1560	
		Bend, OR 97709	
		541-382-4077	
E-mail add	ress** Gan famail adi	gen@deschutesriver.org Dress, consent is given to receive all correspondence from the department	
		THE FINAL ORDER DOCUMENTS WILL ALSO BE MAILED.	
725 Summe	er Street NE 97301-1266	•	
	~ <b>I</b> ~	Water Right Holder and Water Right Information	
1.1	property lo	is the water right holder, or authorized agent for water right holder ocated at: Township 16 N, Range 12 W, Section 26 er 00200 . If the water right appurtenant to these large	and Tax
		A - N - N - C - Ol A Mount forton 14	TACC

appurtenant to lands owned by others who are not included in this application, then Attachment 1 (tax lot map), needs to be included.

1.:		Lessor #2 is the (Check one):  Not applicable  Official representative of Swalley 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.								
	Ce	Certificate No(s). 74145								
1.4		Are some or all of the lands being leased part of a Conservation Reserve Enhancement Program.   Yes No or other Federal program:								
1.5	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  (If you need to enter another leased right, please use the additional water right form.)  Legal Season of Use: April 1 - November 1  Is the entire water right certificate being leased? Yes No  If no, list below the acres of the subject water right by legal description of township, range, section, and ¼ ¼ which will be dried up as part of this lease, and include a map (Attachment 2) showing the lands which will not receive water.							township, clude a map		
	T	R	Sect	44	Tax Lot	Acres	Type of U	se *Page	# *Priority Date	*Previous Lease#
									entify priority dat	te, if there is
	1			er may be			tion of a previ			·
1.	16	12	26	SW/S W	000200	3.50	IRR	7	9-1-1899	IL-
2.		<u> </u>								IL-
3.										IL-
4.										IL-
5.										IL-
[Attache	d maps n	ust identi	fy the wa	ter right h	older, town	ship, range	, section, ¼ ¼	, tax lot num	ber, map orienta	tion, and scale.
	Total number of acres being leased, if for irrigation (or other acre equivalent uses): 3.50  Acre-feet of storage, if applicable:  Maximum rate associated with the right to be leased (cfs): Season 1: 0.027, Season 2: 0.036,  Season 3: 0.067  (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): 23.15  (Use additional lines if there is more than one duty associated with the water right.)  Conditions or other limitations, if any:									
1.6	<ul> <li>Validity of rights to be leased as described in Section 1.5 of this form and on any Additional Water Right Form. Lessor(s) attests (mark one) that:</li> <li>the water has been used over the past five years according to the terms and conditions of</li> </ul>									

	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 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:
	<ul> <li>Conservation, maintenance and enhancement of aquatic and fish life, wildlife, and fish and wildlife habitat</li> <li>Pollution abatement</li> </ul>
	Recreation and scenic attraction
2.2	Instream use created by lease of the water right described in Section 1.5. The instream use to be created is described as follows:
	In the Deschutes River
	Tributary to Columbia River in the Columbia Basin.
	Instream volume in acre-feet (may be up to the same as the duty identified in Sec 1.5): 6.61 ac
	=19.16 af Instream rate in cfs (may be up to the same as the rate identified in Sec 1.5): Season 1: 0.024 cfs / Season 2: 0.032 cfs / Season 3: 0.060cfs
	(If not certain of the instream rate or volume, please contact the Department for more information on how to fill out this section of the application).
	☐ Instream use protected at the point of diversion (POD). ☐ Or within a proposed reach.
	Describe the proposed reach (an instream reach generally begins at the POD and generally ends at the mouth of the source creek/river). If possible list the reach by river mile): From the POD at Swalley Main Canal, T17S, R12E, WM Section 29, SE/NE, 985 feet N and 617 feet W from the E 1/4 corner of section 29 to the mouth of the Desthutes River at RM 0,
	Please check this box if you are not sure of the proposed reach and want water to be protected within a reach below the POD, if possible.
	(If no reach is identified or the above box is not checked, and there is only one POD listed on the certificate, the lease may be processed to be protected at the POD.)
	If the POD is not described on the Certificate or if there is more than one POD listed on the certificate, then the specific POD must be described:
	Conditions to prevent injury, if any (use this section to indicate a more restrictive period of use than allowed by the water right):  None
	<ul> <li>☐ The instream flow will be allocated on a daily average basis up to the described rate from April 1 through October 25.</li> <li>☐ Other (describe):</li></ul>
	(Note: The Department may identify additional conditions to prevent injury and/or enlargement.)
	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 November 1, 2013 \_\_\_\_\_.
- 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.

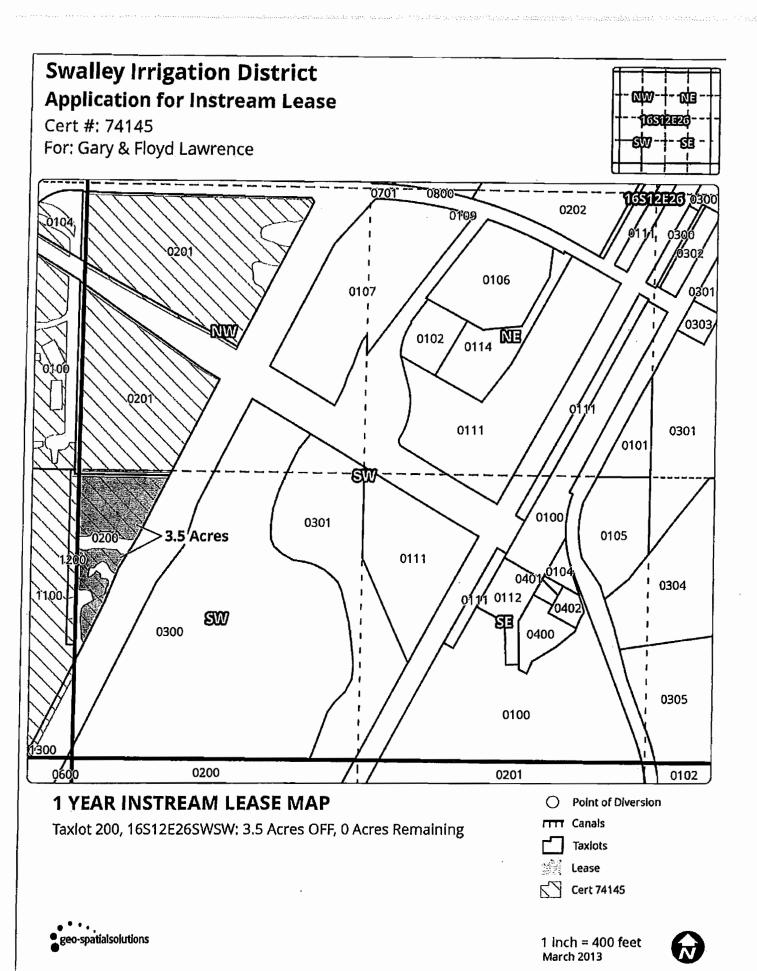
#### ~III~ Other Information

- 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.
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  - Written notice to the Department;
  - Consent by all parties to the lease; and/or
  - Written notice to the Watermaster's office.
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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: Date: 2/26/13
Gary Lawrence
<u>Gary Lawrence</u>
Hard Taward Date: 2-25-13
Floyd Lawrence
For additional Lessors, type in space for signature and date
Lessor #2: Sizane Buttlefield Date: 2/27/13
Swalley Irrigation District
bwaitey arigation bistrict
Lessee: Date:
Lessee: Date:
Lessee: Date:
Deschutes River Conservancy
Other Attachments as Needed:
Other Attachments as Needed: Attachment 1: Tax Lot Map. (See instructions.)
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
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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 par of a right is being leased instream. (See instructions.) Attachment 3: Supporting documentation indicating why a right is valid and not subject to forfeiture.





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

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Optional Ide	entification	n by Lessor/Lessee;	<b>-</b> .
Donot High	valion 110	most (assigned by Wild).	-
The water ri	ght to be l	eased is located in <u>Deschutes</u> County.	
This Lease is	s between	;	
Lessor #1:			
		City of Bend	
		710 NW Wall Street	•
City, State, 2	in Code	Bend, OR 97701	•
Telephone ni	umber		•
E-mail addre	ss**		•
		vide same information as identified above)	
Name	(F-4	Swalley Irrrigation District	
Mailing addr	ess	64672 Cook Ave., Ste. 1	
City. State. 7	in Code	64672 Cook Aye., Ste, 1 Bend, OR 97701	
		541-388-0658	
E-mail addres		kathy@swalley.com	
D IIIIII GOULG			
Lessee (if dif	ferent the	an Oregon Water Resources Department):	•
Name		Deschutes River Conservancy	
Mailing addre	355	PO Box 1560	
City. State. Z	in Code	PO Box 1560 Bend, OR 97709	
Telephone nu	mber	541-382-4077	
E-mail addres	.s**	gen@deschutesriver.org	
*BY PROVIDING A	N BMAIL ADI	gen@deschutosriver.org Dress, consent is given to receive all correspondence from 1	THE DEPARTMENT
ELECTRONICALLY	. Copies of	the final order documents will also be mailed,	
Trustee:			
Oregon Water	Resource	es Department	
725 Summer S			
Salem, OR 97			•
(503) 986-090			
(,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			
	~ <b>I</b> ~	Water Right Holder and Water Right Inform	nation
i.1 L	essor#1 i	is the water right holder, or authorized agent for water	er right holder of the
p	roperty lo	cated at: Township 17 N, Range 12 W	, Section 22 and Tax
Ĺ	ot numbe	r 00100 . If the water right appurten	ant to these lands is also
		Application for Short-Term Instream Lease ! 1	TACS

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 conveys water to the subject water rights. Another party with an interest in the subject water rights representing For the water right(s) being leased, list all water rights appurtenant to the same lands. 1.3 Indicate if there are any supplemental or overlying rights, Certificate No(s). 74145 1.4 Are some or all of the lands being leased part of a Conservation Reserve Enhancement Program. Tyes No or other Federal 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 (If you need to enter another leased right, please use the additional water right form.) Legal Season of Use: April 1 - November 1 Is the entire water right certificate being leased? Yes No If no, list below the acres of the subject water right by legal description of township. range, section, and 1/2 1/2 which will be dried up as part of this lease, and include a map (Attachment 2) showing the lands which will not receive water. Priority Sect Z4 Z4 Tax Lot Aeres Type of Use #Page# Date Lease # \*(Identify perlinent page numbers of certificate, if certificate is greater than 10 pages; identify priority date, if there is more than one on the certificate. If any portion of the right proposed to be leased was leased previously, the previous lease number may be identified. Identification of a provious lease is optional.) NE/SE 00100 1. 17 12 1.00 IRR 9-1-1899 2. 11/-3, IL-4. IL-Attached maps must identify the water right holder, township, range, section, 1/2 /4, tax lot number, map orientation, and scale. Total number of acres being leased, if for irrigation (or other acre equivalent uses): 1.00 Acre-feet of storage, if applicable: Maximum rate associated with the right to be leased (cfs): Season 1: 0.008 Season 2: 0.010, Season 3: 0,019 (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 (Use additional lines if there is more than one duty associated with the water right.) Conditions or other limitations, if any: Validity of rights to be leased as described in Section 1.5 of this form and on any Additional Water Right Form. 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 Application for Short-Term Instream Lease 12 TACS

appurtenant to lands owned by others who are not included in this application, then

	the water has <u>not</u> 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 a Attachment 3).
	~II~ Instream Water Right 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 of the water right described in Section 1.5.  The instream use to be created is described as follows:
	In the Deschutes River
	Tributary to Columbia River in the Columbia Basin.
•	Instream volume in acre-feet (may be up to the same as the duty identified in Sec 1.5): 6.61ac
	=5.45 af Instream rate in cfs (may be up to the same as the rate identified in Sec 1.5); Season 1: 0.007 cfs / Season 2: 0.09ofs / Season 3: 0.017ofs
	(If not certain of the instream rate or volume, please contact the Department for more information on how to fill out this section of the application).
	☐ Instream use protected at the point of diversion (POD). ☐ Or within a proposed reach.
	Describe the proposed reach (an instream reach generally begins at the POD and generally ends at the mouth of the source creek/river). If possible list the reach by river mile): From the POD at Swalley Main Canal, T17S, R12E, WM Section 29, SE/NE, 985 feet N and 617 feet W from the E 1/4 corner of section 29 to the mouth of the Desthutes River at RM 0.
	Please check this box if you are not sure of the proposed reach and want water to be protected within a reach below the POD, if possible.
	(If no reach is identified or the above box is not checked, and there is only one POD listed on the certificate, the lease may be processed to be protected at the POD.)
	If the POD is not described on the Certificate or if there is more than one POD listed on the certificate, then the specific POD must be described:
	Conditions to prevent injury, if any (use this section to indicate a more restrictive period of use than allowed by the water right):  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):
	(Note: The Department may identify additional conditions to prevent injury and/or enlargement.)
	If you need to enter more instream uses, please use the additional water rights form.

2,3	Term of lease. This lease si	all terminate on November 1, 2013
~, .	TOTAL OF TODOUR TIME TODOUR	en temphiate on troveniner 1. zorio

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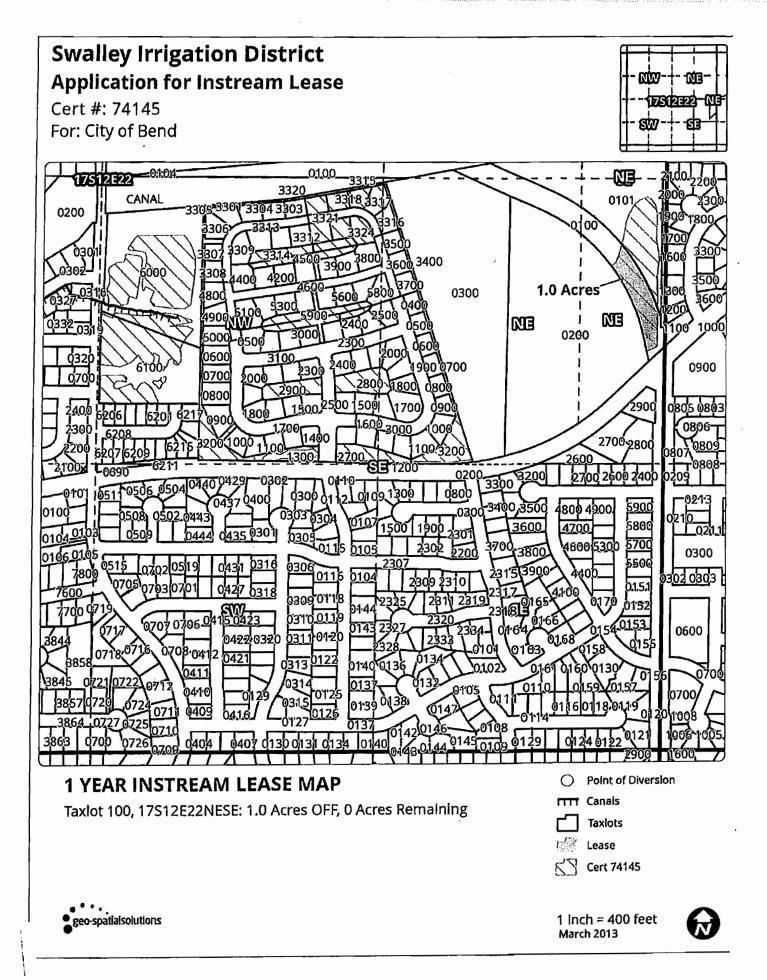
#### ~III~ Other Information

- 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.
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- 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:
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<ul> <li>\$400 for an application with four or more landow</li> <li>\$250 for all other applications.</li> </ul>	mers or four or more water rights.
Lessor #1:	Date:
City of Bend	
ν	Date:
For additional Lessors, type in space for signature and date  Lessor #2: She have buttlefully	Date: 3/18/13
Swalley Irrigation District	
Lesseo:	Date:
Deschutes River Conservancy	
Other Attachments as Needed: Attachment 1: Tax Lot Map. (See instructions.) Attachment 2: Detailed map illustrating lands under subject right is being leased instream. (See instructions are instructed in the control of a right in the control of t	ations.) ht is valid and not subject to forfeiture r five or more consecutive years
Attenhment A. Split Sesson Instrum I Ise Form	





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Optional Identific	cation by Lessor/Lessee:	
Lease Applicatio	on Number (assigned by WRD): <u>IL-1299</u>	
The water right to	o be leased is located in <u>Deschutes</u> County.	
This Lease is bet	ween:	
Lessor #1:		
	Luis Alcala & Seana CKenzie Alcala	
	64660 Old Bend Redmond Hwy	
	Code Bend, OR 97701	·
E-mail address**	er	
	(provide same information as identified above)	
Name	Swalley Irrrigation District	
Mailing address	64672 Cook Aye., Ste. 1	
City, State, Zip C		
Telephone numbe		
E-mail address**	kathy@swalley.com	
Lassee (if differen	nt than Oregon Water Resources Department):	
	Deschutes River Conservancy	
Mailing address	PO Box 1560	·
City, State, Zip Co	ode Bend, OR 97709	
	r 541-382-4077	
E-mail address**	gen@deschutesriver.org ALL ADDRESS, CONSENT IS GIVEN TO RECEIVE ALL CORRESPONDENCE FROM THE D	
	AIL ADDRESS, CONSENT IS GIVEN TO RECEIVE ALL CORRESPONDENCE FROM THE D IES OF THE FINAL ORDER DOCUMENTS WILL ALSO BE MAILED.	EPARTMENT
ELECTRIMICALLI. CON	IES OF THE PHANE OF CONTEST A MEDICED SO MANAGEMENT	
Trustee:		
Oregon Water Res	sources Department	
725 Summer Stree		
Salem, OR 97301-		
(503) 986-0900		
	Y YY TOUR YY I YY I YY TOUR Y TOUR Y	
	~I~ Water Right Holder and Water Right Informati	θN
1.1 Lesso	or #1 is the water right holder, or authorized agent for water ri	ght holder of the
· prope		ection 32 and Tax
	umber 00306 . If the water right appurtenant	
	Application for Short-Term Instream Lease / 1	TACS

appurtenant to lands owned by others who are not included in this application, then Attachment 1 (tax lot map), needs to be included.

1.	· [	Not ap Officianveys w	plicable I repres ater to t	entative he subje	of <u>Swalle</u> ct water r	ights.	on District			t which
1.3							ter rights appu lying rights.	rtenant to	the same la	nds.
	Се	rtificate	No(s). [	74145	· 			·	· · · · · · · · · · · · · · · · · · ·	
1.4	4 Are Pro	Are some or all of the lands being leased part of a Conservation Reserve Enhancement Program.   Yes No or other Federal program:								
1.5	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  (If you need to enter another leased right, please use the additional water right form.)  Legal Season of Use: April 1 - November 1  Is the entire water right certificate being leased? Yes No  If no, list below the acres of the subject water right by legal description of township, range, section, and 1/4 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.									
	Т								*Priority	Previous
		R	Sect	14 1/4	Tax Lot	Acres	Type of Use	*Page#		Longo #
*()	Identify p	ertinent p ne on the	age numb	bers of cer te. If any	tificate, if o	ertificate is	greater than 10 p	oages; ident d was lease	Date ify priority dat d previously, i	Lease # te, if there is the previous
*() mo	Identify p	ertinent p ne on the	age numb	bers of cer te. If any	tificate, if o	ertificate is	greater than 10 p	oages; ident d was lease	Date ify priority dat d previously, i	e, if there is
m	Identify p ore than o	ertinent p ne on the	age numb	bers of cer te. If any per may be	tificate, if o portion of the identified.	certificate is he right pro Identificat	greater than 10 p posed to be lease ion of a previous	pages; ident d was lease lease is opt	Date ify priority dat d previously, ional.)	te, if there is the previous
1.	Identify p ore than o	ertinent p ne on the	age numb	bers of cer te. If any per may be	tificate, if o portion of the identified.	certificate is he right pro Identificat	greater than 10 p posed to be lease ion of a previous	pages; ident d was lease lease is opt	Date ify priority dat d previously, ional.)	te, if there is the previous
1. 2.	Identify p ore than o	ertinent p ne on the	age numb	bers of cer te. If any per may be	tificate, if o portion of the identified.	certificate is he right pro Identificat	greater than 10 p posed to be lease ion of a previous	pages; ident d was lease lease is opt	Date ify priority dat d previously, ional.)	it, if there is the previous
1. 2. 3. 4.	Identify pore than o	ertinent p ne on the le	age numb	bers of cer te. If any per may be SE/NE	tificate, if c portion of t identified. 00306	ertificate is he right pro Identificat	greater than 10 posed to be lease ion of a previous	pages; ident d was lease lease is opt	Date ify priority dat d previously, ional.)	IL- IL- IL- IL- IL-
1. 2. 3. 4.	d maps m Tota Acre Max Seas (I Cond	ust identifications of rig	fy the war of acrestorage at associate associa	ter right here is sifthere is sifthere is clated with the sifther with the sifther with the sifthere is clated with the sifthere is clated with the sifthere is clated with the sifther with the sifteness with the sifther	older, town leased, if cable: ith the rig s more than ith the rig s more than ith the rig s more than	ship, range of for irrige the to be less to be less to one duty a sibed in S	greater than 10 posed to be lease ion of a previous IRR  section, ¼ ¼, tantion (or other eased (cfs): Section with the eased (ac-ft): secciated with the eased to be leased to be leas	d was lease lease is opt  11  11  11  11  11  11  11  11  11	Date ify priority dat d previously, ional.)  9-1-1899  r, map orienta valent uses):  013 Season t.)	IL- IL- IL- IL- iton, and scale.]  1.65 2: 0.017,

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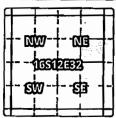
,	the water has <u>not</u> been used over the past five years according to the terms and conditions of the water right certificate, however the water right is not subject to forfeiture under ORS 540.610(2)()(include necessary supporting documentation a Attachment 3).
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2.1	Public use. This lease will increase streamflows that will benefit:
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2.2	Instream use created by lease of the water right described in Section 1.5.  The instream use to be created is described as follows:
	In the Deschutes River
	Tributary to Columbia River in the Columbia Basin.
	Instream volume in acre-feet (may be up to the same as the duty identified in Sec 1.5): 6.61ac =8.92af Instream rate in cfs (may be up to the same as the rate identified in Sec 1.5):
	Season 1; 0.011 cfs / Season 2; 0.15cfs / Season 3; 0.028cfs
	(If not certain of the instream rate or volume, please contact the Department for more information on how to fill out this section of the application).
	<ul><li>Instream use protected at the point of diversion (POD).</li><li>Or within a proposed reach.</li></ul>
	Describe the proposed reach (an instream reach generally begins at the POD and generally ends at the mouth of the source creek/river). If possible list the reach by river mile): From the POD at Swalley Main Canal, T17S, R12E, WM Section 29, SE/NE, 985 feet N and 617 feet W from the E 1/4 corner of section 29 to the mouth of the Desthutes River at RM 0.
	Please check this box if you are not sure of the proposed reach and want water to be protected within a reach below the POD, if possible.
	(If no reach is identified or the above box is not checked, and there is only one POD listed on the certificate, the lease may be processed to be protected at the POD.)
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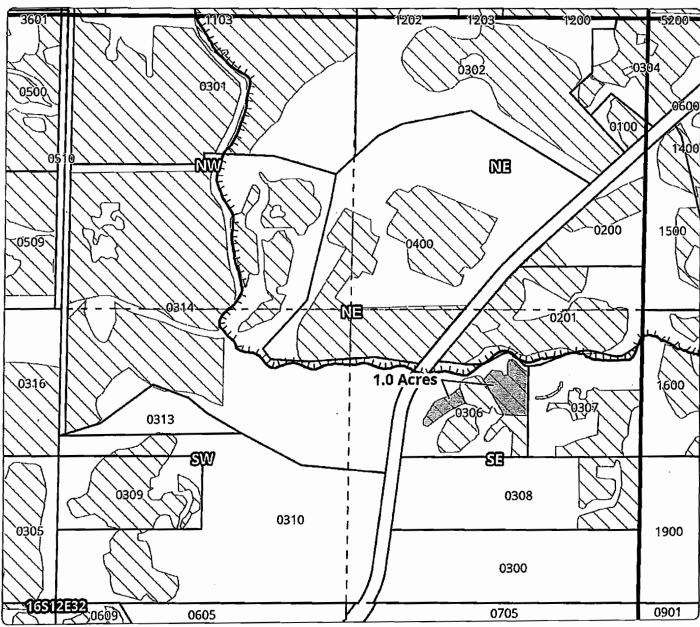
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\$400 for an application with four or more landow	mers or four or more water rights.
\$250 for all other applications.	
Lessor #1:	Date: 3/6/20/3
Luis Alcala	
/ -	
	Date: 3/0/2013
Seana McKenzie-Alcata	Sato.
Contraction of the state of the	
For additional Lessors, type in space for signature and date	<b>4</b> 3 1
Lessor #2: Stezanne Bullefuel	Date: 3/7/2013
Swalley Irrigation District	Build:
Owalley Imgadoir Dibriet	
Lessee:	Date:
Lessee: Deschutes River Conservancy	_ Date:
Lessee: Deschutes River Conservancy	_ Date:
	_ Date:
Deschutes River Conservancy	_ Date:
Deschutes River Conservancy Other Attachments as Needed:	_ Date:
Other Attachments as Needed: Attachment 1: Tax Lot Map. (See instructions.)	
Other Attachments as Needed: Attachment 1: Tax Lot Map. (See instructions.) Attachment 2: Detailed map illustrating lands under subject right.	ghts to be leased; required if only part
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Other Attachments as Needed: Attachment 1: Tax Lot Map. (See instructions.) Attachment 2: Detailed map illustrating lands under subject rigor fa right is being leased instream. (See instructions attachment 3: Supporting documentation indicating why a right	ghts to be leased; required if only part tions.) ht is valid and not subject to forfeiture
Other Attachments as Needed: Attachment 1: Tax Lot Map. (See instructions.) Attachment 2: Detailed map illustrating lands under subject rigor of a right is being leased instream. (See instructions) Attachment 3: Supporting documentation indicating why a rigor even though the right has not been exercised for	ghts to be leased; required if only part tions.) ht is valid and not subject to forfeiture r five or more consecutive years
Other Attachments as Needed: Attachment 1: Tax Lot Map. (See instructions.) Attachment 2: Detailed map illustrating lands under subject rigor fa right is being leased instream. (See instructions attachment 3: Supporting documentation indicating why a right	ghts to be leased; required if only part tions.) ht is valid and not subject to forfeiture r five or more consecutive years

# Swalley Irrigation District Application for Instream Lease

Cert #: 74145

For: Luis Alcala & Seana McKenzie Alcala





### 1 YEAR INSTREAM LEASE MAP

Taxlot 306, 16S12E32SENE: 1.0 Acres OFF, 1.5 Acres Remaining

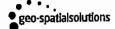
O Point of Diversion

rrrr Canals

Taxiots

🗐 Lease

Cert 74145



1 inch = 400 feet April 2013





# Application for Instream Lease

Attachment 5: Pooled Water Right Holder 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.shuml.

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

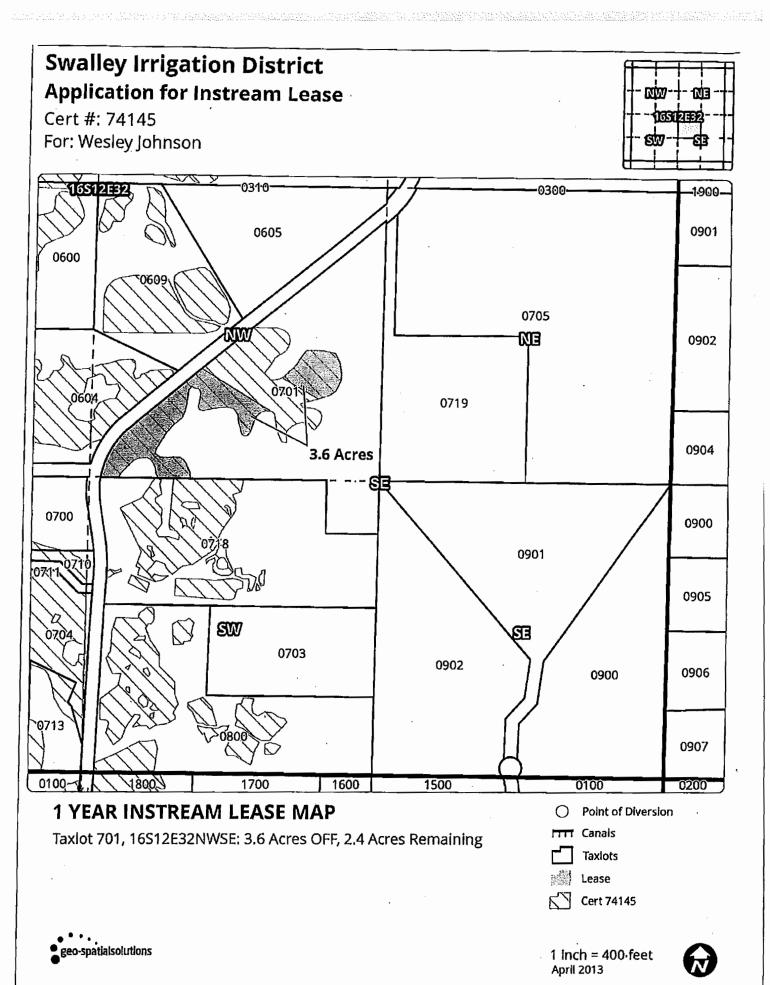
Opti Leas	ional Identification by Lessor/Lessee:
This	Lease is with:
Less	or #1 (Water Right Holder):
Nam	eJohnson", Wed out
Mail	ing address 64560 Old Bend Redmond Hwy
City,	State, Zip Code Bend, OR 97701
Tele	phone number
Ema	il address
<u>Swal</u> 6467	ditional water right holders, enter water right holder information below  lev Irrigation District  2 Gook Ave. Suite 1
Bend	GR93701 kathy@swalley.com
Applio	The section numbering associated with this form corresponds to that found on the "Standard Instream Lease cation" form. The "Pooled Lease" form and "Pooled Water Right Holder" form(s) are used to provide the same nation as the "Standard Instream Lease Application" form. Consequently, the numbering on this form is not always atial.
	~I~ Water Right Holder and Water Right Information
1,1	Lessor #1 is the water right holder, or authorized agent for property described in Section 1.5. 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.
1.3	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(s). 74145
1.4	Are some or all of the lands being leased part of a Conservation Reserve Enhancement Program. Yes No or other Federal program:

1.5 Water Right(s) Proposed to be Leased Instream. Water right holder proposes to lease the water rights shown on the map attached as Exhibit 5-B and described as follows: [This information may be included on Exhibit 5-A, or an additional map may be attached. Crosshatch the area of water rights being leased. Attached map(s) must identify water right holder, township, range, section and 1/4 1/4, tax lot number, map orientation and scale. The first right to be leased identified in Section 1.3 is further described as follows: Certificate Number: 74145 (If you need to enter another leased right, please use the Additional Water Right Form for Pooled Water Right Holder.) Priority Previous T R Sect 1/4 Tax Lot Acres Type of Use \*Page# Date Lease# \*(Identify pertinent page numbers of certificate, if certificate is greater than 10 pages; identify priority date, if there is more than one on the certificate. If any portion of the right proposed to be leased was leased previously, the previous lease number may be identified. Identification of a previous lease is optional.) nwse ı. 16 12 32 701 IRR 9/1/1899 3.6 12 ملاا 2. IL-3. IL-IL-4. 5. IL Total number of acres, if for irrigation (or other acre equivalent use), by certificate and priority date: 3.6 acres IRR Conditions or other limitations, if any: \_\_\_ 1.6 Validity of rights to be leased as described in Section 1.5 of this form and any Additional Water Right Form for Pooled Water Right Holder. 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 Term of lease. This lease shall terminate on Nov 1, 2013 . (If there is a conflict between the 2.3 Pooled Lease Form and this form, the Pooled Lease Form will be the official term of the lease.) ~III~ Other Information Accuracy. The Undersigned Lessor(s) and Lessee(s) declare that, to the best of their 3.1 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 short term 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.

\$	suppleme	ntal to the subject water rights.
3.5	For n year durin days begui until not o  W Co W For n	nultiyear 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 g the calendar year. However, if the termination request is received less then 30-prior to the period of allowed instream use or after the period of allowed use has a for the water right(s) being leased, water may not be used under the right(s) leased the following calendar year, unless the Director determines that enlargement would cour. The Department may also require: written notice to the Department; consent by all parties to the lease; and/or ritten notice to the Watermaster's office.  The parties to the lease and/or ritten notice to the Watermaster's office.  The parties to the lease and/or ritten notice to the Watermaster's office.
2 u	.2 during se water nodified o	tion to prevent injury. Allocation of water to the instream use described in Section the term of this lease is not reasonably expected to cause injury to other rights to from the same source. If injury is found after this lease is signed, the lease may be or terminated to prevent injury.  Date: 3/28/13
	" <del>                                      </del>	
Swalley 1	Irrigation	ssors, type in space for signature and date  District - pooled form  2/9 /13
Other Att Exhibit 5 Exhibit 5	-A:	s As Needed: Tax Lot Map. (See instructions.) Detailed map illustrating lands under subject rights to be leased; required if only part of a right is being leased instream. Exhibits 5-A and 5-B may be combined into a single map. (See instructions.)
Exhibit 5		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 of this form is checked)
Exhibit 5	-D;	Split Season Instream Use Form



o salah merupakan darah pangkan bebarapan salah merupakan berapa salah merupakan berapakan berap Berapakan berapakan

February 13, 2012



### Application for

## Instream Lease

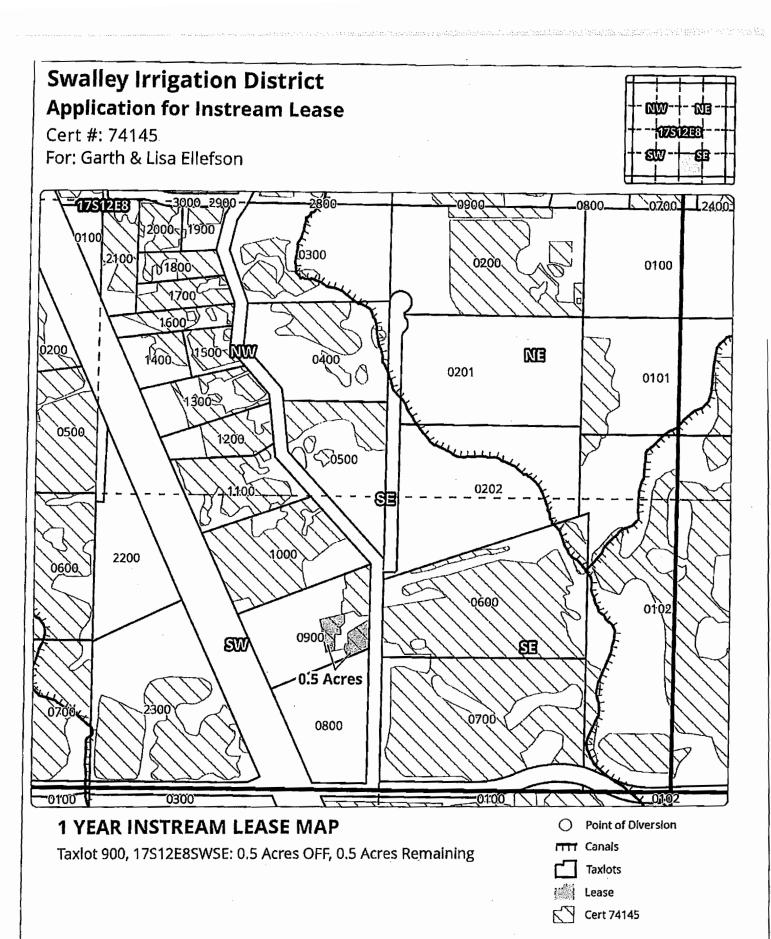
Attachment 5: Pooled Water Right Holder Form

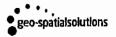
A summary of review criteria and procedures that are generally applicable to these applications is available at www.wrd.state.cr.us/OWRD/PUBS/forms.shiml.

	Pursuant to ORS 537.348(2) and OAR 690-077	
Opti Leas	ional Identification by Lessor/Lessee: se Application Number (assigned by WRD): IL-1299	
This	Lease is with:	
Nam Mail City, Telej	ror #1 (Water Right Holder):  OWEN Loan Servings, LLC for Garth & Lisa Ellefson  ling address   66   LIOSTHENG TO AL & D. SUITE 100  State, Zip Code LIEST PALM BEACH FLORIDA - 33409  phone number 866 - 952 - 6514 OPT - 2	;
<u>Swal</u> 6467	ditional water right holders, enter water right holder information below ley Irrigation District 2 Cook Aye., Suite 1 LOR 97701 kathy@swallev.com	
Applic	The section numbering associated with this form corresponds to that found on the "Standard Instruction" form. The "Pooled Lease" form and "Pooled Water Right Holder" form(s) are used to propose the "Standard Instream Lease Application" form. Consequently, the numbering on this notel.	vide the same
	~I~ Water Right Holder and Water Right Information	•
1.1	Lessor #1 is the water right holder, or authorized agent for property described in the water right appurtenant to these lands is also appurtenant to lands owned are not included in this application, then Attachment 1 (tax lot map), needs to be	by others who
1.3	For the water right(s) being leased, list all water rights appurtenant to the same if there are any supplemental or overlying rights.	lands. Indicate
	Certificate No(s). 74145	
i. <b>4</b>	Are some or all of the lands being leased part of a Conservation Reserve Enhant Program. Yes No or other Federal program:	cement .

							•			
1.5	wate [This area	r rights informati of water ri	shown o on may be ghts being	n the m include gleased.	iap attach d on Exhibi Attached n	ed as Ext it 5-A, or a	eam. Water r nibit 5-B and on additional map t identify water i ale.]	described may be an	as follows: ached. Cross	hatch the
	Cert (1f	ificate N	umber:	74145			1.3 is further		Ì	
	T	R	Sect	74 1/4	Tax Let	Acres	Type of Usy	Page#	*Priority	Pr Rous Le so#
*() me	Identify po ore than o	e on the c	ertificate.	. If any p	nation of th	ie right proj	greater than 10 posed to be lease on of a previous	ed was leas	tify priority d ed previously	ate, if there is
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2.	1			-	-	1		-		IL-
3.		<b>-</b>			<del>                                     </del>	<del> </del> -	<del> </del>		<del>                                     </del>	TL-
4.	<del>  -</del>	† –	<del>                                     </del>	i —	<b>†</b> —		·	<del>                                     </del>	+ +	IL-
5.	1-	+ -	-	<u> </u>	<u> </u>				<del>1 1</del>	TL
1.6	Total number of acres, if for irrigation (or other acre equivalent use), by certificate and priority date: 0.5 acres IRR  Conditions or other limitations, if any:  1.6 Validity of rights to be leased as described in Section 1.5 of this form and any Additional Water Right Form for Pooled Water Right Holder. 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).								that: conditions of nd t to	
2.3	Term of lease. This lease shall terminate on Nov 1, 2013. (If there is a conflict between the Pooled Lease Form and this form, the Pooled Lease Form will be the official term of the lease)  ~III~ Other Information.								ween the	
3.1	knowl	edge and	i belief,	the infe	ormation	contained	cc(s) declare I in this applic Information is	cation is t	rue, co <del>rt</del> ect	and

3.2	Lease, Lessor(s) and Lessee(s) agree to lease the water rights listed in Section instream use for the term of this lease through Lessee to the Trustee, the Oreg Resources Department, pursuant to the provisions of ORS 537.348(2) and Or	on Water
3.3	Precedent. If a right which has been leased is later proposed to be leased aga to an instream use under ORS 537.348 and OAR 690-077 a new injury review required, and a prior short term lease shall not set a precedent for the amount leased or transferred instream.	shall be
3.4	Suspension of original use. During the period of the lease, the water right he suspend use of water allowed under the subject water rights and under any was supplemental to the subject water rights.	der agrees to uer right that is
3.5	Termination provision.  For multiyear leases, the Lessor(s) shall have the option of terminating the year with written notice to the Department. The lease may be terminated during the calendar year. However, if the termination request is received days prior to the period of allowed instream use or after the period of allowed ins	at any time less then 30- wed use has e right(s) leased argement would
	Modification to prevent injury. Allocation of water to the instream use desc 2.2 during the term of this lease is not reasonably expected to cause injury to cuse water from the same source. If injury is found after this lease is signed, the modified or terminated to prevent injury.	ther rights to
Lessor	#1: APANI Date: 05/04/	7.0/2
	Loan Servicings. LLC for Garth and Lisa Ellefson	
For add	itional Lessors, type in space for signature and date	
Swalley	Irrigation District - pooled form	
-	5 vznane Brittufuld	
Other A	ttachments As Needed:	
Exhibit	5-A: Tax Lot Map. (See instructions.)	
Exhibit	5-B: Detailed map illustrating lands under subject rights to be leased; repart of a right is being leased instream. Exhibits 5-A and 5-B may into a single map. (See instructions.)	be combined
Exhibit .		ore
Exhibit :	5-D: Split Season Instream Use Form	





1 inch = 400 feet April 2013

