



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

Application for District Instream Lease

Part 1 of 4 – Minimum Requirements Checklist

This Application to be used for water rights in the name of or conveyed by an Irrigation District (or similar organization) Complete Parts 1 through 4 and any required attachments	OWRD #	IL-1383
	District #	IL-14-23

Check all items included with this application. (N/A = Not Applicable)

Yes N/A Pooled Lease-a lease with more than one Lessor (Landowner/water right interest holder)
Fee in the amount of:

<input type="checkbox"/> \$450.00 for a lease involving four or more landowners or four or more water rights	Or <input checked="" type="checkbox"/> \$300.00 for all other leases
<input type="checkbox"/> Check enclosed or	
<input checked="" type="checkbox"/> Fee Charged to customer account <u>Deschutes River Cons.</u> (Account name)	

- Part 1 – Completed Minimum Requirements Checklist
- Part 2 – Completed District and Other Party Signature Page
- Part 3 – Completed Place of Use and Lessor Signature Page (Include a separate Part 3 for each Lessor.)
- Part 4 – Completed Water Right and Instream Use Information (Include a separate Part 4 for each Water Right.)
- How many Water Rights are included in the lease application? 1 (# of rights)
List each water right to be leased instream here: 83571

Yes N/A Other water rights, if any, appurtenant to the lands involved in the lease application and not proposed to be leased instream.
List those other water rights here: 76714

Yes No Conservation Reserve Enhancement Program CREP – Are some or all of the lands to be leased part of CREP or another Federal program (list here: _____)?

Required Attachments:

Yes N/A Instream lease application map(s). More than one QQ and property may be included on each map. A map is not required if an entire right is being leased or if the right is for use of municipal or quasi-municipal water use. The map should include the following:

- A north arrow and map scale (no smaller than 1" = 1320').
- Label township, range, section and quarter-quarter (QQ).
- If an irrigation right, the numbers of acres to be leased in each quarter-quarter identify and hachure/shade to differentiate between the acreage being leased and any remaining. If the place of use has more than one priority date, source stream, and/or point of diversion you must identify each with separate hachuring or shading and label.
- Tax lot lines and numbers must be included on the map and should clearly identify the property(s) involved.

Yes N/A If the Lessor(s) is not the deeded land owner, include one of the following:

- A notarized statement from the land owner consenting to the lease and a copy of the recorded deed; or
- A water right conveyance agreement and a copy of the recorded deed for the landowner at the time the water right was conveyed; or
- Other documentation.

Yes N/A If the right has not been used in the last five years; provide supporting documentation indicating why a right (or portion thereof) is not subject to forfeiture.

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Part 2 of 4 – District and other party Signature

Term of the Lease: The lease is requested to begin in: month <u>April</u> year <u>2014</u> and end: month <u>October</u> year <u>2016</u> .	
Public use: Check the public use(s) this lease will serve (as defined by ORS 537.332): <input checked="" type="checkbox"/> Conservation, maintenance and enhancement of aquatic, fish and wildlife, fish and wildlife habitat and any other ecological values. <input checked="" type="checkbox"/> Recreation <input checked="" type="checkbox"/> Pollution abatement <input type="checkbox"/> Navigation	Termination provision (for multiyear leases): The parties to the lease request (choose one): <input type="checkbox"/> a. The option of terminating the lease prior to expiration of the full term with written notice to the Department by the Lessor(s) and/or Lessee. <input checked="" type="checkbox"/> b. The option of terminating the lease prior to expiration of the full term, with consent by all parties to the lease. <input type="checkbox"/> c. The parties would not like to include a Termination Provision. (See instructions for limitations to this provision)
Additive/Replacing Relationship to other instream water rights: Instream leases are generally additive to other existing instream water rights created as a result of instream leases and transfers and/or allocations of conserved water. Since instream leases are also generally senior to other instream rights created through a state agency process or conversion of minimum flows, they generally replace a portion of these junior instream rights. If you would like this lease to relate to other instream water rights differently than described above, please check this box. <input type="checkbox"/> And attach an explanation of your intent.	
Precedent: If a right which has been leased is later proposed to be leased again or later transferred or become part of an allocation of conserved water project, a new injury review shall be required. An instream lease shall not set a precedent on a future transaction.	
Validity of the rights to be leased: <input checked="" type="checkbox"/> The water right(s) to be leased have been used under the terms and conditions of the right(s) during the last five years or have been leased instream; or <input type="checkbox"/> The water right(s) have not been used for the last five years according to the terms and conditions of the rights. However, the water right(s) is not subject to forfeiture under ORS 540.610(2). Documentation describing why the water right is not subject to forfeiture has been provided.	

SIGNATURES

The undersigned declare that the information contained in this application is true and accurate.

Laura S. Wollam
 Signature of Co-Lessor

Date: 04/03/14

Printed name (and title): Laura Wollam, Water Use Specialist
 Business/Organization name: Central Oregon Irrigation District
 Mailing Address (with state and zip): 1055 SW Lake Ct, Redmond, OR 97756
 Phone number (include area code): 541-504-7577 **E-mail address: lauraw@coird.org

 Signature of Co-Lessor

Date: _____

Printed name (and title): _____
 Business/organization name: _____
 Mailing Address (with state and zip): _____
 Phone number (include area code): _____ **E-mail address: _____

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See next page for additional signatures.

Genevieve Hubert

Signature of Lessee

Date: 4/3/2014

Printed name (and title): Gen Hubert, Water Leasing Program Manager

Business/organization name: Deschutes River Conservancy

Mailing Address (with state and zip): PO Box 1560, Bend, OR 97709

Phone number (include area code): 541-382-4077 x16 **E-mail address: gen@deschutesriver.org

**** BY PROVIDING AN E-MAIL ADDRESS, CONSENT IS GIVEN TO RECEIVE ALL CORRESPONDENCE FROM THE DEPARTMENT ELECTRONICALLY. COPIES OF THE FINAL ORDER DOCUMENTS WILL ALSO BE MAILED TO THE LESSOR**

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Part 3 of 4 – Place of Use – Lessor Information and Signatures

**Complete Table 1 Identify water right(s) proposed to be leased instream
Provide a separate Part 3 for each Lessor (water right interest holder/landowner)**

Table 1

Irrigation District or other Water Purveyor Name: Central Oregon Irrigation District

Specify Water Right, Priority Date, point of diversion(s) (POD), place of use, tax lot, gov't lot/DLC, acres to be leased, original use type, certificate page number, and any previous lease.

If not enough room below, you may add rows (see instructions) or create a spreadsheet/table (matching Table 1) and attach.
Any attached table should include reference to the Lessor.

Water Right #	Priority Date	POD #	Twp	Rng	Sec	Q-Q	Tax Lot	Gov't Lot/DLC #	Acres	Use	Page #	Previous Lease #
83571	10/31/1900	1	17	S 12	E 26	SW NE	204		3.00	Irrig	44	IL-1116
83571	10/31/1900	1	17	S 12	E 26	SE NE	204		12.30	Irrig	44	IL-1116

Any additional information about the right:

Farm Deferral Tax Status: Counties make the determination of whether a property qualifies for the farm use assessment without consideration of whether the lands have an associated water right which is leased instream. If you have questions regarding the farm use assessment you should contact your local county assessor. You should contact your County for any weed ordinance and management requirements.

The undersigned declare:

- I/We agree during the term of this lease to suspend use of water allowed under the water right(s) involved in the lease as well as and any other appurtenant primary or supplemental water right(s); and
- I/We certify are the lessor(s) (water right interest holder) of the water right(s) in Table 1. If not the deeded land owner, I/we have obtained consent from the deeded land owner and/or have provided documentation of authorization to pursue the instream lease; and
- I/We affirm that the information in this application is true and accurate.

 Date: 3/28/14

Signature of Lessor Mary Lou Purcell Business name, if applicable: _____
 Printed name (and title): Mary Lou Purcell, Guardian for Mary Lou Purcell
 Mailing Address (with state and zip): 1025 NW Bond St. Bend, OR 97701
 Phone number (include area code): _____ **E-mail address: wayne@riverhouse.com

Signature of Lessor _____ Date: _____

Printed name (and title): _____ Business name, if applicable: _____
 Mailing Address (with state and zip): _____ **E-mail address: _____
 Phone number (include area code): _____

District Instream Lease Application (revised 2/12/2014)

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EXHIBIT C

**Deschutes River Conservancy
2014 Instream Leasing Program**

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

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

Weed Policy

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

Information and Resources Attached

Farm Deferral Notice

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

Information and Resources Attached

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

I, Clyde Purcell For Mary Lou Purcell understand the DRC weed policy and have
Print Name
been informed about farm deferral and donations.

Signature:  Date: 3/28/14

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

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DURABLE POWER OF ATTORNEY

I, MARY LOU PURCELL, do hereby make, constitute and appoint CLYDE PURCELL my Agent and attorney-in-fact (hereinafter called Agent) with the following power and authority:

1. Support. To make expenditures for my care, maintenance, support and general welfare, and to distribute such sums as are necessary for the care, maintenance, education and support of members of my immediate family who are or become dependent upon me for support;

2. Management. To take possession of, manage, administer, operate, maintain, improve and control all my property, real and personal; to insure and keep the same insured; and to pay any and all taxes, charges and assessments that may be levied or imposed upon any thereof;

3. Collections. To collect and receive any money, property, debts or claims whatsoever, now or hereafter due, owing and payable or belonging to me; and to forgive debts; and to give receipts, acquittance or other sufficient discharges for any of the same;

4. Checks and Notes. To sign, endorse, sell, discount, deliver and/or deposit checks, drafts, notes and negotiable or nonnegotiable instruments, including any payments to me drawn on the Treasury of the United States or the State of Oregon or any other state or governmental entity, and to accept drafts;

5. Investments. To retain any property in the hands of the Agent in the form in which it was received; and to make investments and changes of investments in such securities, including common and preferred stocks of corporations or other property, real or personal, as my Agent may deem prudent, and to hold such securities in the name of its nominee or unregistered in such form that transfer thereof may be effected by delivery;

6. Debts. To pay my debts and other obligations;

7. Litigation. To sue upon, defend, compromise, submit to arbitration or adjust any controversies in which I may be interested; and to act in my name in any complaints, proceedings or suits with all the powers I would possess if personally present and under no legal disability;

8. Acquisition. To bargain for, buy and deal in property and goods of every description;

9. Disposition. To sell, convey, grant, exchange, transfer, option, convert, mortgage, pledge, consign, lease and otherwise dispose of any of my property, whether real or personal;

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10. **Borrowing.** To advance or loan the Agent's own funds on my behalf; and to borrow any sums of money on such terms and at such rate of interest as my Agent may deem proper and to give security for the repayment of the same;

11. **Agreements.** To make and deliver any deeds, conveyances, contracts, covenants and other instruments, undertakings or agreements, either orally or in writing, which my Agent may deem proper;

12. **Voting.** To appear and vote for me in person or by proxy at any corporate or other meeting;

13. **Safety Deposit Box.** To have access to any safety deposit box which has been rented in my name or in the name of myself and any other person or persons;

14. **Withdrawal of Funds.** To withdraw any monies deposited with any bank, mutual savings bank, credit union, savings and loan association, mutual fund, money market account, investment advisor or broker in my name or in the name of myself and any other person or persons and generally to do any business with any such financial institution or agency on my behalf;

15. **Tax Returns.** To sign and file on my behalf all city, county, state, federal and other governmental or quasi-governmental tax returns or reports, including income, gift, sales, business, and property tax returns or reports of every kind whatsoever; to execute waivers, extension agreements, settlement agreements and closing agreements with respect to those returns and to appear for me, in person or by attorney, and represent me before the United States Treasury Department or the Oregon Department of Revenue or the taxing authority of any other state or governmental entity;

16. **Government Benefits.** To do and perform every act necessary or desirable and to serve as representative payee with respect to rights and entitlements for my benefit and the benefit of my spouse from Social Security, Medicare and military service;

17. **Treasury Bonds.** To purchase U.S. Treasury bonds or other instruments redeemable at par in payment of federal estate taxes;

18. **Additions to Trust.** To add any or all of my assets to a trust created by me alone or in conjunction with one or more other persons and already in existence at the time of the creation of this power if the trust provides that the income and principal shall be paid to me or applied for my benefit during my lifetime;

19. **Business Interests.** To continue as a going concern any business interest owned by me, either individually or as a co-partner;

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20. **Substitution and Delegation.** To appoint and substitute for my said Agent any Agents, nominees or attorneys to exercise any or all of the powers herein and to revoke their authority at pleasure.

21. **Pension/Retirement Plans.** To act on my behalf in dealing with my pension and retirement plans, including the power to make IRA contributions, IRA rollovers, voluntary contributions, borrow from any retirement plan, elect or select pay out options, and take any other steps which I might take on my own behalf with regard to my retirement and/or IRA/pension plans.

22. **Jointly Owned Assets.** To convert jointly owned assets into sole ownership of the other joint owner and to liquidate any jointly owned asset and to direct the investment holder to pay the liquidation distribution to the benefit of only one of the joint owners.

23. **Mail.** To redirect my mail.

24. **Credit Cards/Charge Accounts.** To cancel or continue my credit cards and/or any credit or charge accounts.

25. **Custody of Papers.** To take custody of my Will, deeds, life insurance policies, contracts, securities or other important papers.

26. **Transfer of Property.** To transfer or dispose of my property in order to effect my entitlement to public services or benefits, to reduce the tax liability that would otherwise occur as a result of my death or to reduce the time and expense of administration of my estate after my death, including the establishment of and transfers to trusts for my benefit, which are consistent with my existing estate plan, if my Agent determines that such action is appropriate under the circumstances.

27. **General Authority.** I authorize my Agent for me in my name generally to do and perform all and every act and thing necessary or desirable to conduct, manage and control all my business and my property, wherever it is situated, and whether now owned or hereafter acquired, as my Agent may deem for my best interests and to execute and acknowledge any and all instruments necessary or proper to carry out the foregoing powers, hereby releasing all third persons from responsibility for my Agent's acts and omissions and I empower my Agent to indemnify all such persons against loss, expense and liability.

28. **Third Party Reliance.** Third persons may conclusively rely upon the continued validity of this Power of Attorney until receiving actual knowledge of its revocation. Third persons may conclusively rely on a copy of this instrument in its entirety or any portion thereof certified as such by my Agent. Any reliance by a third person upon the provisions of this paragraph shall absolve said third person from any liability that might otherwise result from such reliance.

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29. Durability. These powers of attorney shall remain exercisable by my Agent on my behalf in the event I may become legally disabled or incompetent.

30. Governing Law. All questions pertaining to validity, interpretation and administration of this power shall be determined in accordance with the laws of Oregon.

31. Life Insurance and Annuities. My agent shall have the power to exercise all rights that I have over any life insurance policies and/or annuities which I own including the right to change the beneficiary, to change ownership and to borrow against the policy. Such power, however, may only be exercised in a fiduciary capacity.

32. Incapacity. If necessary in order to obtain the opinion of a physician or other specialist regarding my incapacity, I waive any physician-patient privilege or other privilege which otherwise would protect me against the disclosure of confidential information and authorize the release of medical information to the extent reasonably necessary for this purpose.

33. Applicability. This powers granted to my agent by this power of attorney apply to all of my property interests including, but not limited to, the specific properties listed on Schedule "A", attached hereto.

DATED: 3-27-2012

Mary Lou Purcell
MARY LOU PURCELL

STATE OF OREGON)
) ss.
County of Deschutes)

DATE: 3-27-12

Personally appeared MARY LOU PURCELL and acknowledged the foregoing instrument to be her voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

[Signature]
Notary Public for Oregon



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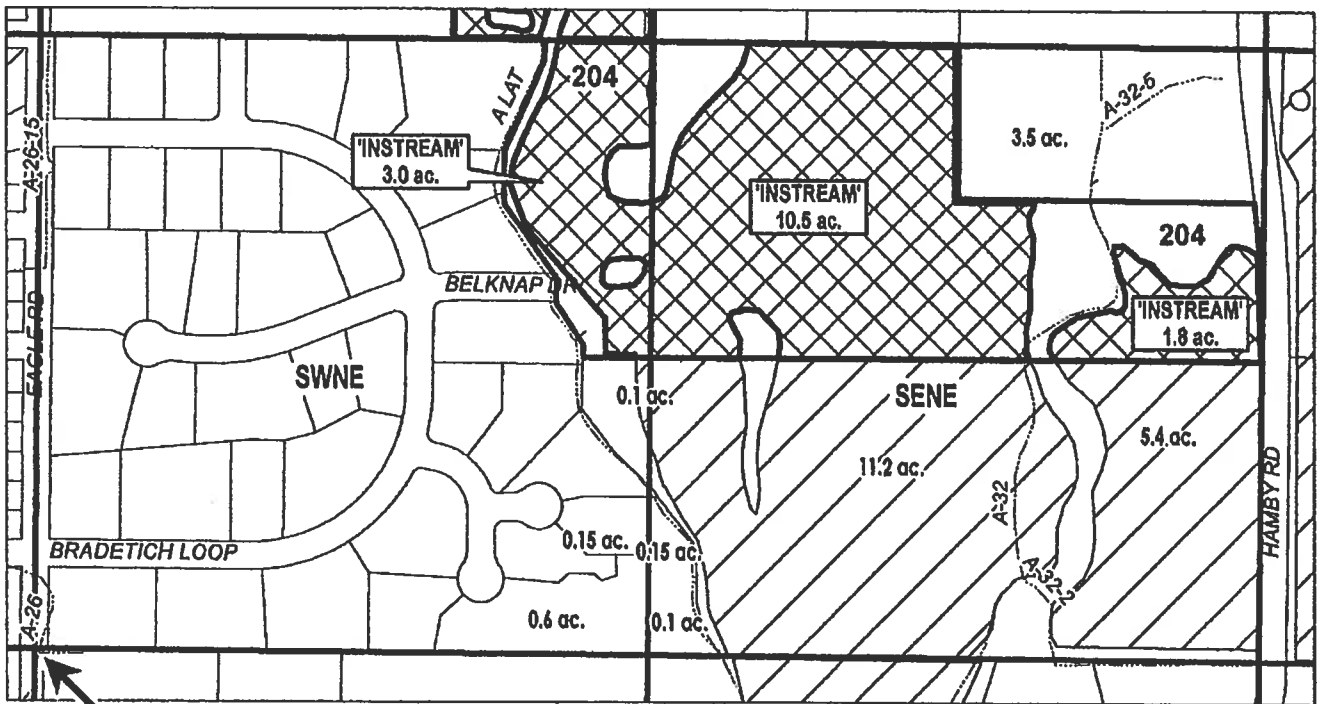
SALEM, OR

DESCHUTES COUNTY SEC.26 T17S R12E

SCALE - 1" = 400'



SW 1/4 OF THE NE 1/4; SE 1/4 OF THE NE 1/4



C 1/4 COR

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	EXISTING WATER RIGHTS
	INSTREAM LANDS
# ac.	PARCELS W/ WATER RIGHTS



APPLICATION FOR 3 YEAR INSTREAM LEASE

NAME: MARY LOU PURCELL

TAXLOT #: 204

15.3 ACRES

DATE: 4/2/2014

FILE: I:\TRANSFER\INSTREAM\INSTRM1413 YR171226_SNE

Part 4 of 4 – Water Right and Instream Use Information

Use a separate Part 4 for each water right to be leased instream

Table 2

Use Table 2 to illustrate the totals for the water right proposed to be leased instream (based on Part 3 of 4) Water Right # 83571

Total rate and volume by priority date, POD, use and acreage as appropriate considering the right to be leased. If not enough room below, you may add rows (see instructions) or create a spreadsheet (matching Table 2 and clearly labeled) and attach.
(cfs = cubic feet per second and af = acre-feet)

Priority Date	POD #	Use	Acre	Other Information (such as conditions/limitations on the right)	Rate (cfs)	Volume (af)
10/31/1900	1	Irrig	15.30	Season 1 Rate / Total Volume	0.190	150.79
10/31/1900	1	Irrig	15.30	Season 2 Rate	0.254	
10/31/1900	1	Irrig	15.30	Season 3 Rate	0.336	
12/02/1907	1	Irrig	15.30	Season 3 Rate	0.134	

Total af from storage, if applicable: AF or N/A

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: POD # 1

Table 3

Instream Use created by the lease	River Basin: Deschutes	River/Stream Name: Deschutes River, tributary to Columbia River				
Proposed Instream Reach: <input checked="" type="checkbox"/> A reach typically begins at the POD and ends at the mouth of the source stream: From the POD # 1 to Mouth of Deschutes River (RM 0) OR <input type="checkbox"/> 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 water right, the lease may be processed to be protected at the POD.)	Or Proposed Instream Point: <input type="checkbox"/> Instream use protected at the POD					
Instream Portion: May not exceed the maximum rate/volume for the right (identified in Table 2) Use the table 3 to illustrate the instream rate, volume and instream period by priority date, POD, Use and acreage, as appropriate. If not enough room below, you may add rows (see instructions) or create a spreadsheet (clearly labeled and matching the below portion of Table 3) and attach.						
Priority date	POD #	Use	Acre	Proposed Instream Period	Instream Rate (cfs)	Total instream volume (af)
10/31/1900	1	Irrig	15.30	Season 1 Rate / Total Maximum Volume	0.105	83.59
10/31/1900	1	Irrig	15.30	Season 2 Rate	0.140	
10/31/1900	1	Irrig	15.30	Season 3 Rate	0.260	

OR Please check this box if you are not sure of the proposed rate, volume and instream period. As part of its review process, the Department will identify the appropriate instream rate, volume and period considering the water right(s) being leased and instream benefits.

Yes N/A **Conditions to avoid enlargement or injury to other water rights, if any, or other limitations:** list here The instream flow will be allocated on a daily average basis up to the described rate from April 1 through October 26.

Note: The Department may identify additional conditions to prevent injury and/or enlargement

Any additional information about the proposed instream use: _____

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