

July 2, 2013



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

# Application for Instream Lease

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

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

Optional Identification by Lessor/Lessee: \_\_\_\_\_  
Lease Application Number (assigned by WRD): 1L-1392

The water right to be leased is located in Wasco County.

This Lease is between:

**Lessor #1:**

Name Charlie Hanna  
Mailing address 1616 NW 53<sup>rd</sup> Street  
City, State, Zip Code Redmond, OR 97756  
Telephone number 541-340-0255  
E-mail address\*\* Charlie Hanna [Charlie@wyeast-rd.org]

**Lessor #2, 3, etc. (provide same information as identified above)**

**Lessee (if different than Oregon Water Resources Department):**

Name The Freshwater Trust, Natasha Bellis  
Mailing address 65 SW Yamhill St., Suite 200  
City, State, Zip Code Portland, OR 97204  
Telephone number 503-222-9091 x 24  
E-mail address\*\* natasha@thefreshwatertrust.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.**

**Trustee:**

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

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

- 1.1 Lessor #1 is the water right holder, or authorized agent for water right holder of the property located at: Township 1S, Range 14E, Section 17 & 20 and Tax Lot number 3000 & 600. 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.

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- 1.2 Lessor #2 is the (Check one):  
 Not applicable  
 Official representative of \_\_\_\_\_, the irrigation district which conveys water to the subject water rights.  
 Another party with an interest in the subject water rights representing \_\_\_\_\_.

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

Certificate No(s). 65779 (supplemental), 65779 (primary; possible overlying right with 55642 (1900 acres))

- 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.: 55642

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

Legal Season of Use: when necessary

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.

T	R	Sect	1/4 1/4	Tax Lot	Acres	Type of Use	*Page #	*Priority Date	*Previous 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.)									
1.									IL-
2.									IL-
3.									IL-
4.									IL-
5.									IL-

[Attached maps must identify the water right holder, township, range, section, 1/4 1/4, tax lot number, map orientation, and scale.]

Total number of acres being leased, if for irrigation (or other acre equivalent uses): 31.85

Acre-feet of storage, if applicable: \_\_\_\_\_

Maximum rate associated with the right to be leased (cfs): not described; decree states 1/40<sup>th</sup> max after 7/1 but believe Watermaster typically regulates at 1/80<sup>th</sup> after July 1.

(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): 95.55

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

Conditions or other limitations, if any: \_\_\_\_\_

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- 1.6 **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

the water has not been used over the past five years according to the terms and conditions of the water right certificate, however the water right is not subject to

forfeiture under ORS 540.610(2)(\_\_\_\_)(include necessary supporting documentation as Attachment 3).

## ~II~ Instream Water Right Information

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

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

2.2 **Instream use created by lease of the water right described in Section 1.5.**

The instream use to be created is described as follows:

In the Fifteenmile Creek

Tributary to Columbia River in the Hood Basin.

Instream volume in acre-feet (may be up to the same as the duty identified in Sec 1.5): 95.55

Instream rate in cfs (may be up to the same as the rate identified in Sec 1.5): .40

(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): 2 instream reaches: First begins at Boyd Mill Ditch POD (3200 feet south and 1000 feet west from the NW corner of Section 20) and extends to the mouth of Fifteenmile Creek. Reach 2 begins at Pump Lands POD (2000 feet south and 720 feet east from the NW corner of the SW1/4 SW1/4 of Section 17) and extends to the mouth of Fifteenmile Creek.

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: Boyd Mill Ditch: 3200 feet south and 1000 feet west from the NW corner of Section 20. Pump Lands: 2000 feet south and 720 feet east from the NW corner of the SW1/4 SW1/4 of Section 17.

**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 June 15 through September 30.
- Other (describe): reduction in rate within the protected reach as Watermaster determines is appropriate to prevent injury to other water users and account for channel seepage and loss.

(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 September 30, 2014.
- 2.4 **Flow protection.** The Trustee will regulate use of water from the source, subject to prior appropriation and the agency enforcement guidance, to assure the water is delivered to the point of diversion, and through the reach past junior downstream users, so long as flow is sufficient to meet the demand under priority date of the new instream use (see Section 2.2). As part of regulation activities the watermaster or a designee has access to the point of diversion and place of use for the water rights involved in this lease. No party is required to continuously measure the flow of the waterway described in Section 2.2.

**~III~ Other Information**

- 3.1 **Accuracy.** The Undersigned Lessor(s) and Lessee(s) declare that, to the best of their knowledge and belief, the information contained in this application is true, correct and complete. If after the lease order is signed, any information is determined to be false, the lease order may be modified or terminated. The lease only exercises the water rights being leased, for the term of the lease. It shall not be construed to overcome any claim that the water right may otherwise be subject to forfeiture for nonuse pursuant to ORS 540.610 during the period of time prior to the execution of the lease.
- 3.2 **Lease.** Lessor(s) and Lessee(s) agree to lease the water rights listed in Section(s) 1.5 for instream use for the term of this lease through Lessee to the Trustee, the Oregon Water Resources Department, pursuant to the provisions of ORS 537.348(2) and OAR 690-077.
- 3.3 **Precedent.** If a right which has been leased is later proposed to be leased again or transferred to an instream use under ORS 537.348 and OAR 690-077 a new injury review shall be required, and a prior lease shall not set a precedent for the amount of water to be leased or transferred instream.
- 3.4 **Suspension of original use.** During the period of the lease, the water right holder agrees to suspend use of water allowed under the subject water rights and under any water right that is supplemental to the subject water rights.
- 3.5 **Termination provision.**
- For multiyear leases, the Lessor(s) shall have the option of terminating the lease each year with written notice to the Department. The lease may be terminated at any time during the calendar year. However, if the termination request is received less than 30-days prior to the period of allowed instream use or after the period of allowed use has begun for the water right(s) being leased, water may not be used under the right(s) leased until the following calendar year, unless the Director determines that enlargement would not occur. The Department may also require:
    - Written notice to the Department;
    - 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.
  - I do not wish to include a Termination Provision.
- 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.

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3.7 Fees. Pursuant to ORS 536.050, the following fee is included:

- \$450 for an application with four or more landowners or four or more water rights.  
 \$300 for all other applications.

Lessor #1: Charli Hanna Date: 3-25-14

For additional Lessors, type in space for signature and date

Lessee: JBES Date: 4/14/14

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

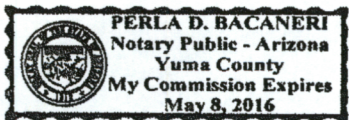
CONSENT TO ENTER INTO A FULL SEASON INSTREAM LEASE

1. I/we the undersigned are the deeded owners of real property ("Lessors") known as the Tidwell Place.
2. Under a Lease Agreement dated April 1, 2010, I/we leased certain real property to Walter C. and Leslie Hanna ("Lessees") for a term of five (5) years.
3. The Lease contains a clause barring enrollment of the property under the Lease in "any governmental program absent express written consent of the Lessors."
4. My/our signatures below represent express written consent for Lessees to enroll water rights appurtenant to the leased property in a temporary instream lease during the term of the Lease.

Signed: Paul Limmeroth Date: 4-10-14

Print Name: Paul Limmeroth

Subscribed and Sworn to Before Me this 10th day of April, 2014.



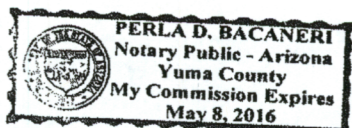
[Signature]  
Notary Public for Oregon

My Commission Expires May 08, 2016

Signed: Velma Limmeroth Date: 4-10-14

Print Name: Velma Limmeroth

Subscribed and Sworn to Before Me this 10th day of April, 2014.



[Signature]  
Notary Public for Oregon

My Commission Expires May 08, 2016

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Signed: Edwin A. Kayser Date: 4/9/14  
 Print Name: EDWIN A. KAYSER  
 Subscribed and Sworn to Before Me this 9th day of April, 2014.



Tina M. Caster  
 Notary Public for Oregon  
 My Commission Expires 4-11-14

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Subscribed and Sworn to Before Me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
 Notary Public for Oregon  
 My Commission Expires \_\_\_\_\_

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