

2/12/2014



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

Instream Lease Renewal Application

Complete the questions below and include any required attachments Fill in or check boxes as indicated. (N/A= Not Applicable)	Instream Lease <u>SL - 36</u> Renewal Fee included <input type="checkbox"/>
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The undersigned hereby request Instream Lease Number SL-36 be renewed.

Fees: \$110.00 for an instream lease renewal application
 Check enclosed or Fee Charged to customer account The Freshwater Trust (Account name)

Term of the Lease: The lease is requested to begin in month <u>Aug</u> year <u>2017</u> and end month <u>Oct</u> year <u>2017</u>	
Validity of the Right(s) (check the appropriate box): <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. <input type="checkbox"/> If the water right(s) have not been used for the last five years, right(s). Documentation describing why the water right(s) is not subject to forfeiture is provided. ORS 540.610(2).	Termination provision (for multiyear leases): The parties to the lease request: <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 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 checked="" type="checkbox"/> c. The parties would not like to include a Termination Provision. (See instructions for limitations to this provision)

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 : _____)?

The undersigned declare:

- The Lessor(s) agree during the term of this lease, to suspend use of water allowed under the subject water right(s) and under any appurtenant primary or supplemental water right(s) not involved in the lease application: and
- The Lessor(s) certify that I/we are the holders of the water right(s) involved in this Instream Lease. If not the deeded land owner, I/we have provided documentation demonstrating authorization to pursue the lease application and/or consent from the deeded landowner: and
- All parties affirm that information provided in this lease application is true and accurate. Circumstances have not changed and all matters involved with or affected by the original instream lease remain as they were when the lease was previously approved. We also acknowledge that the terms and conditions of the original lease, referenced herein, are incorporated by reference in their entirety.

Don Watz
Signature of Lessor

Date: 3-13-17

Printed name (and title): Perry Johnston, Secretary Business name, if applicable: Clearwater Ditch Compa
Mailing Address (with state and zip): 81703 Hwy 82, Wallowa, OR 97885
Phone number (include area code): 541-263-0386 **E-mail address: _____

[Signature]
Signature of Lessor

Date: 3-13-17

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

See next page for additional signatures.

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MAR 23 2017

SALEM, OR

2/12/2014

Megan V. Wolff Date: 3/16/17
Signature of Co-Lessor

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

Signature of Co-Lessor Date: _____

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

Rob K Date: 3/16/17
Signature of Lessee

Printed name (and title): Rob Kirschner, Staff Attorney
Business/organization name: The Freshwater Trust
Mailing Address (with state and zip): 700 SW Taylor st, Suite 200, Po
Phone number (include area code): 503-222-9091 ex 50
**E-mail address: rob@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 TO THE LESSOR.**

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MAR 23 2017

SALEM, OR

March 6, 2017

To: Oregon Water Resources Department

Re: Measurement and Reporting for Split Season Lease

The water rights listed below have no rate limitation and a duty limitation of 1.5 acre-feet per acre for every 30 day period from May 1-July 31, and 1 acre-foot per acre for all of August 1- September 31. Because the instream period for the proposed split season lease begins on August 1 and ends on September 31, and because the irrigation duty limitation for August 1 - September 31 is independent of irrigation duty usage from May 1- July 31, the water master is not requiring measuring devices to monitor duty usage from May 1- July 31 for these water rights. Compliance with the terms of the split season lease and confirmation that no irrigation water is being applied to acres involved in the proposed split season lease from August 1- September 31 will be confirmed by regular site visits by the water master and The Freshwater Trust staff.

Water rights *not* subject to monitoring devices include certificates: **79891**

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