

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

Application for Instream Lease

Part 1 of 4 – Minimum Requirements Checklist

Complete Part 1 through 4 and include the required attachments Fill in or check boxes as indicated. (N/A= Not Applicable)	OWRD #	<u>1L - 1842</u>
	Fee-	

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

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

☒ Yes

Part 1 – Completed Minimum Requirements Checklist and Application Fee

Fees

☐ \$520.00 for a lease involving **four or more landowners or four or more water rights**

☒ \$350.00 for all other leases

☒ Check enclosed or

☐ Fee Charged to customer account _____ (account name)

☐ Yes

Part 2 – Completed Instream Lease Application Map Checklist.

☒ Yes

Part 3 – Completed Water Right and Instream Use Information
 Include a separate **Part 3** for **each water right**

☒ Yes

Part 4 – Completed Instream Lease Provisions and Signatures

☒ Yes

How many water rights are leased? one List them here: 25766

Include a separate **Part 3** for each **water right**.

☐ 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: _____

☒ 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: **CREP**)?

Attachments:

☐ Yes ☐ N/A **Map:** Instream Lease map requirements (see Part 2 of this application)

☐ Yes ☐ N/A **Tax Lot Map:** If a portion of the water right *not included in the lease* is appurtenant to lands owned by others, a tax lot map must be included with the lease application. The tax lot map should clearly show the property involved in the lease.

☒ Yes ☐ N/A Supporting documentation describing why a right (or portion thereof) is valid and not subject to forfeiture even though the right has not been exercised for five or more consecutive years. This information only needs to be provided if the checkbox has been checked to identify that the water right has not been used in the last five years and is not subject to forfeiture (See Part 4 of 4).

☐ Yes ☒ N/A If the Lessor (water right holder) is not the deeded landowner - provide one of the following.

- A notarized statement from the landowner 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 which provides authority to pursue the lease absent consent of the landowner.

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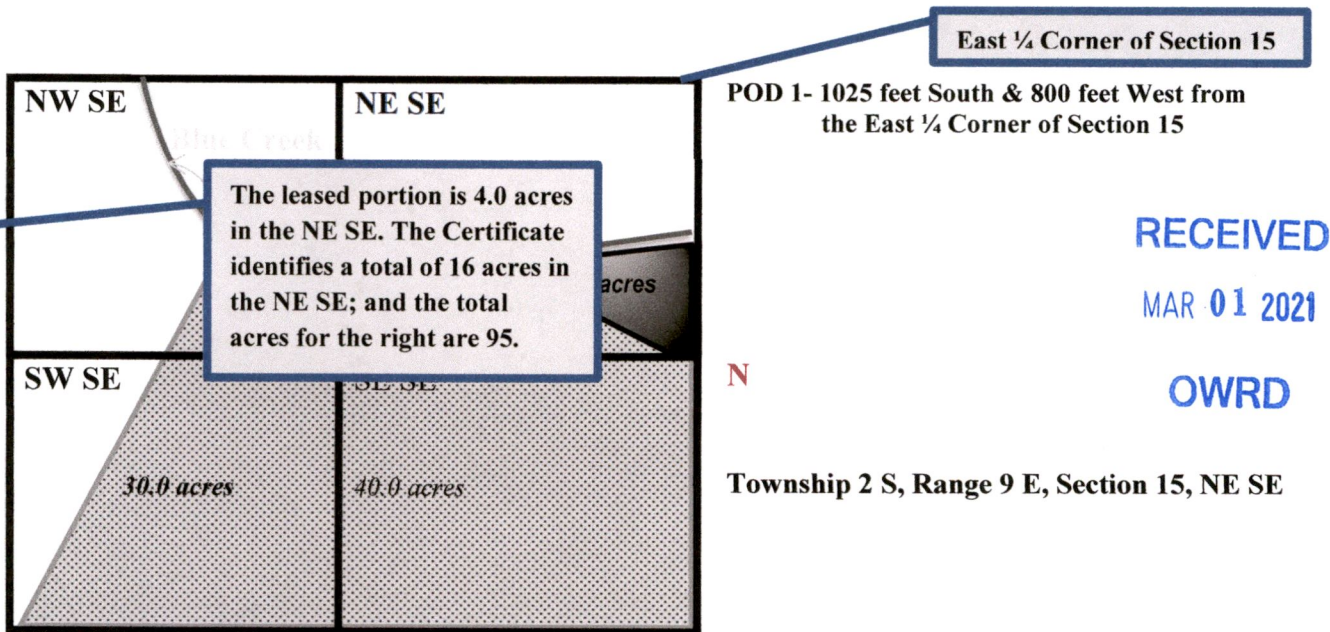
A Map is generally required for each water right not leased in its entirety

The application map (if required) should include all the items listed below and match the existing water right(s) of record. Check all boxes that apply.

This should be a simple map. (See example below). A copy of a final proof survey map with the portion to be leased shaded or hachured in will also suffice.

- ☐ ☐ N/A A map is required for each water right not leased in its entirety. More than one QQ and property may be included on each map. A map is not required, if leasing the entire right or if the right to be leased is for municipal or quasi-municipal water use.
- ☐ The map should be of sufficient quality to be reproducible. Please do not use highlighters to mark items on the map as highlighters do not always copy.
- ☐ A North arrow and map scale (no smaller than 1" = 1320').
- ☐ Township, Range, Section, quarter quarter (QQ), and a clearly labeled survey corner.
- ☐ For irrigation or other similar use, the number of acres to be leased in each quarter-quarter clearly labeled and hatchured to differentiate between the acres being leased and any remaining. If the place of use is broken down by more than one priority date, or source stream, and/or point of diversion you must identify each with separate hatchuring and clearly label.
- ☐ If available, identify the existing point(s) of diversion.

EXAMPLE MAP (the darker shaded portion representing the portion leased instream)



Part 3 of 4 – Water Right and Instream Use Information

Use a separate Part 3 for each water right to be leased instream

Water Right Information

Water right # 25766

Table 1

Water Right Information: Provide a description of the originating water right to be leased. Also include your tax lot number(s). Fill in all applicable information. For example, if your water right has multiple points of diversion (POD) but they're not numbered, you do not need to include a number. If not enough room below, you may add additional rows (see instructions) or attach spreadsheet (matching Table 1). Please clearly label any attachments.

☐ If only leasing a portion of the right - complete Table 1 as indicated					☒ Entirety - If the entire water right is to be leased, skip to Table 3.					
Priority Date	POD #	Twp	Rng	Sec	Q-Q	Tax Lot	Gov't Lot/DLC	Acres	USE	Previous Lease # (if any)
EXAMPLE										
12/2/1901	3	2-S	9-E	15	NE SE	100	47	4.0	IR	IL-1100
		-	-		-					
		-	-		-					
		-	-		-					
		-	-		-					
		-	-		-					

Total Acres: _____

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Table 2

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To illustrate the totals for the water right proposed to be leased instream						
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 additional rows (see instructions) or attach spreadsheet (matching Table 2). Please clearly label any attachments. (cfs = cubic feet per second and af = acre-feet)						
Priority Date	POD #	Use	Total Acres	Other Information (such as conditions/limitations on the right)	Total Rate (cfs)	Total Volume (af)
1885	1	IR	11.9	1/40 4-1 to 5-31 1/80 6-1 to 9-30		47.6

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

Any additional information about the right: _____

Table 3

Point of Diversion (POD) description: 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(s) involved in the lease must be described. If not enough room below, you may add additional rows (see instructions) or attach spreadsheet (matching Table 3). Please clearly label any attachments.						
POD #	Twp	Rng	Sec	Q-Q	DLC/ Gov't lot	Measured Distances, latitude/longitude coordinates, or river mile (if unknown you may indicate "unknown")
1	7-S	21-E	2	NW-NW	4	
	-	-		-		

☐ Please check this box if you don't know the location of the POD(s) and want the Department to identify the

Part 3 of 4 cont. – Water Right and Instream Use Information

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Instream Use Information

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Table 4

Instream Use Created by the Lease						
River/ Stream Name: <u>Butte Creek, tributary to John Day River</u>				River Basin: <u>John Day Basin</u>		
Instream Portion: Use Table 4 to illustrate the instream rate, volume and instream period by priority date, POD (if more than one), Use (if more than one), and acreage as appropriate considering the right to be leased. If not enough room below, you may add additional rows (see instructions) or attach a spreadsheet (matching the below portion of Table 4). Please clearly label any attachments.						
Priority date	POD #	Use	Acres	Proposed Instream Period	Total instream rate (cfs)	Total instream volume (af)
1885	1	irrigat	11.9	4-1 to 5-31	.3	36.23
1885	1	irrigat	11.9	6-1 to 7-7	0.15	11.37
Note: If not certain of the instream rate, volume and/or instream period, see the instructions and/or contact Department Staff for assistance. The instream rate and volume may be up to the maximum rate and duty/volume allowed by the right, as described in Table 2 or on your Certificate if leasing the entire right. The proposed instream period may be no longer than the irrigation season or the authorized period of allowed use.						
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.						
Instream Reach						
Proposed Instream Reach: ☐ A reach typically begins at the point of diversion (POD) and ends at the mouth of the source stream: From the POD to _____				Or Proposed Instream Point: ☒ Instream use protected at the POD		
OR ☐ 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.)						
Additional Instream Information						
☐ Yes ☒ N/A Conditions to avoid enlargement or injury to other water rights, if any, or other limitations: list here _____						
Note: The Department may identify additional conditions to prevent injury and/or enlargement.						
Any additional information about the proposed instream use: _____						

Part 4 of 4 – Lease Provisions and Party Signatures

Term of the Lease (may be from 1 year up to 5 years):

The lease is requested to begin in: month April year 2021 and end: month September year 2026

Note: The begin month is generally the first month of the irrigation season and the end month is the last month in the irrigation season. If not an irrigation right, this would be the first and last month of your authorized period of allowed use.

Public use: Check the public use(s) this lease will serve (as defined by ORS 537.332):

☒ Conservation, maintenance and enhancement of aquatic, fish and wildlife, fish and wildlife habitat and any other ecological values.

☐ Recreation

☐ Pollution abatement

☐ Navigation

Termination provision (for multiyear leases):**The parties to the lease request (choose one):**

☒ 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.

☐ b. The option of terminating the lease prior to expiration of the full term, with consent by all parties to the lease.

☐ 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, 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, please check this box. ☐
And attach an explanation of your intent.

Validity of the Right(s) to be leased (check the appropriate box):

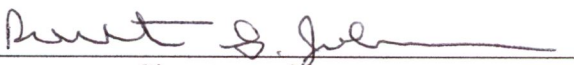
☐ The water right(s) to be leased have been used under the terms and conditions of the right(s) during the last five years or have been leased instream; or

☒ The water right(s) have not been used for the last five years according to the terms and conditions of the right(s). However, the water right(s) is not subject to forfeiture under ORS 540.610(2). Documentation describing why the water right(s) is not subject to forfeiture is provided.

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.

The undersigned declare:

1. 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
2. The Lessor(s) certify that I/we are the water right holder(s) of the right(s) described in this instream lease application. If not the deeded landowner, I/we have provided documentation with the lease application that I/we have authorization to pursue the lease application and/or have obtained consent from the deeded landowner; and
3. All parties affirm that information provided in this lease application is true and accurate.


Signature of Lessor

Date: 2-26-2021

Printed name (and title): Co-owner Business name, if applicable: _____

Mailing Address (with state and zip): PO Box 68604, Tucson, AZ 85737

Phone number (include area code): 520-548-4992 **E-mail address: bobjohn888@aol.com

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See next page for additional signatures.

Part 4 of 4 – Lease Provisions and Party Signatures

Term of the Lease (may be from 1 year up to 5 years): The lease is requested to begin in: month <u>April</u> year <u>2021</u> and end: month <u>Sept</u> year <u>2026</u> Note: The begin month is generally the first month of the irrigation season and the end month is the last month in the irrigation season. If not an irrigation right, this would be the first and last month of your authorized period of allowed use.	
Public use: Check the public use(s) this lease will serve (as defined by ORS 537.332): ☒ Conservation, maintenance and enhancement of aquatic, fish and wildlife, fish and wildlife habitat and any other ecological values. ☐ Recreation ☐ Pollution abatement ☐ Navigation	Termination provision (for multiyear leases): The parties to the lease request (choose one): ☒ 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. ☐ b. The option of terminating the lease prior to expiration of the full term, with consent by all parties to the lease. ☐ 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, 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, please check this box. ☐ And attach an explanation of your intent.	
Validity of the Right(s) to be leased (check the appropriate box): ☐ 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 ☒ The water right(s) have not been used for the last five years according to the terms and conditions of the right(s). However, the water right(s) is not subject to forfeiture under ORS 540.610(2). Documentation describing why the water right(s) is not subject to forfeiture is provided.	

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3. All parties affirm that information provided in this lease application is true and accurate.

Lance J. Johnson

Signature of Lessor

Date: 2-26-21

Printed name (and title): Co-owner

Business name, if applicable: _____

Mailing Address (with state and zip): PO Box 67, Fossil, OR 97830

Phone number (include area code): 541-763-2182

**E-mail address: N/A

See next page for additional signatures.

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Information on CREP - Attachment to instream lease application certificate #25766, Wheeler County, Oregon, part of tax lot 07210000-01000-00679 (tax map number).

CREP information attached. The property was approved for CREP on August 25, 2005. The first CREP contract ran for 15 years ending on September 30, 2020. In September 2020, the property was re-enrolled for CREP for a contract period from 10-1-2020 to 9-30-2035. See attached documentation.

Since the property has been in CREP since 2005 water right #25766 is not subject to forfeiture

Lenore Johnson and Robert Johnson, February 26, 2021

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United States Department
Of Agriculture
Farm Service Agency

Gilliam-Wheeler FSA
PO Box 467
Condon, OR 97823

Phone: (541) 384-2281 ext. 2
FAX: (541) 384-2288

September 1, 2005

Floyd & Lenore Johnson
PO Box 67
Fossil OR 97830

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Dear Mr. & Mrs. Johnson:

On August 25, 2005, your Conservation Reserve Enhancement Program (CREP) Contract #80 was approved with an effective date of October 1, 2005. Due to this, you are eligible to receive the CREP Signing Incentive Payment (SIP). The CRP SIP is one-time incentive payment for participants that enroll practices CP5A, CP8A, CP16A, CP17A, CP21, CP22, CP27, CP28, CP29 or CP30. The CRP SIP is a one-time payment of \$10 for each eligible acre enrolled for each full year of the CRP-1 Contract. CRP SIP is calculated by multiplying the number of eligible acres enrolled (23.8) times the number of full years of CRP-1 (15) times \$10, times your payment shares on the CRP-1 (50% Floyd), results in the enclosed payment of \$1,785.00 and (50% Lenore) results in the enclosed payment of \$1,785.00.

Also you are eligible for a Practice Incentive Payment (PIP). The PIP is a one-time incentive payment made to participants that enroll land in CRP to be devoted to continuous signup practices. The PIP payment will be disbursed when all CP-22 practices are **completed** and all necessary documents are received in the FSA Office and the technical agency NRCS certifies performance. This payment will equal to 40 percent of the total eligible cost of practice installation, times your payment shares on the CRP-1.

If you have any questions please contact our office at (541) 384-2281, Ext. #2.

Sincerely,

/s/Bonnie Johnson
Acting County Executive Director

Customer(s): FLOYD JOHNSON

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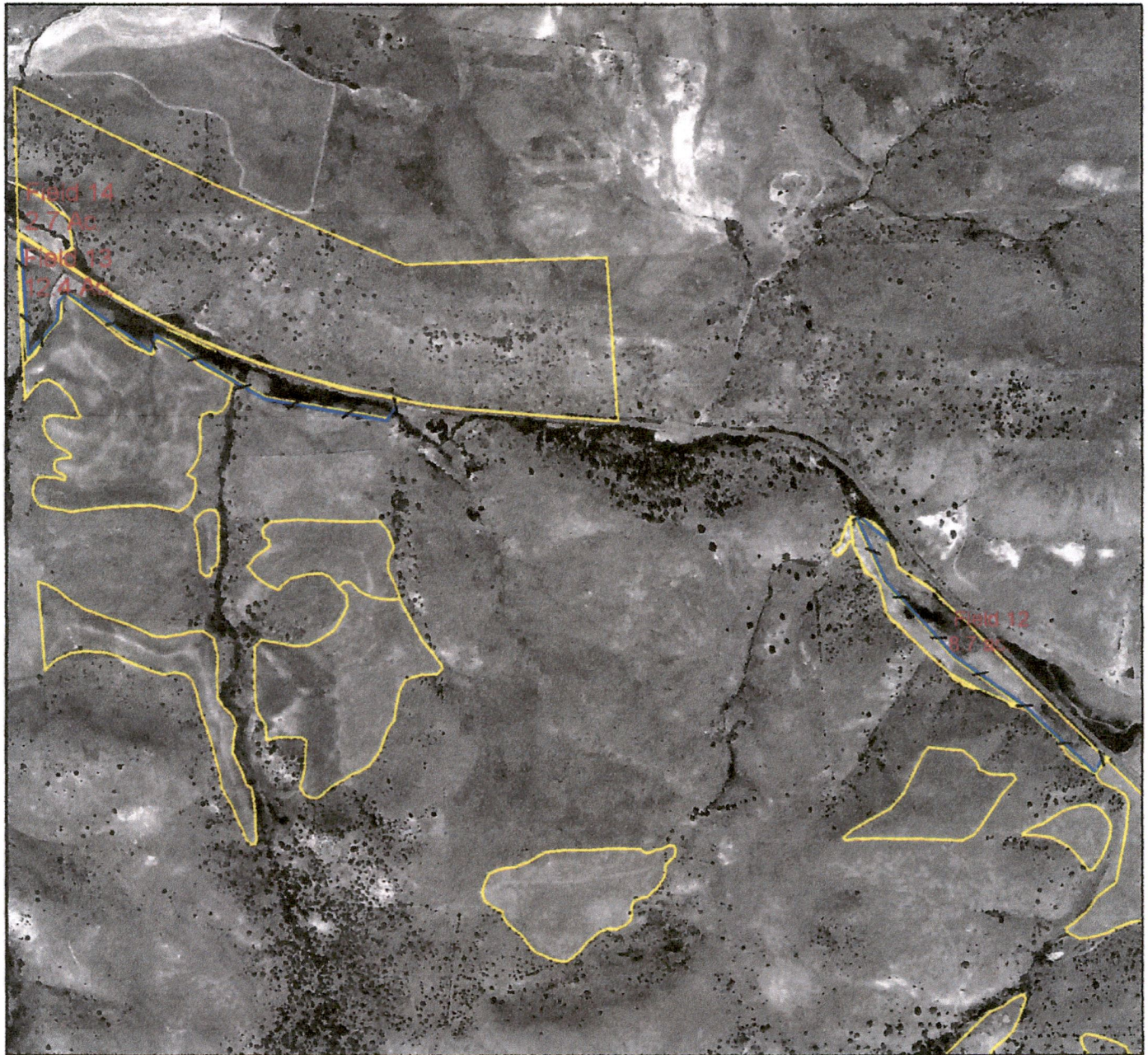
MAR 01 2021 CREP 2005

Field Office: CONDON SERVICE CENTER

Agency: NRCS

Assisted By: E Teel

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Legend

— planned fence

□ CREPplan2

□ Buffer

□ Buffer2.shp

Image: o44120h2.tif



Contract # 80 - 23.8 Acres

520 0 520 1,040 1,560 2,080 Feet



Butte creek

Farm Map

Customer(s): Lenore Johnson

Approximate Acres: 12.5

Legal Description: T6S, R21E, Section. 34

T7S, 21E, Section.3

Farm/Tract:35/4

Johnson CREP 79F

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Date:6/24/2020

Field Office: Condon Service Center

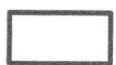
Agency: Wheeler SWCD

Prepared By: Chase Schultz



Oregon Statewide Imagery Program (OSIP) - Oregon Imagery Framework
Implementation Team, Copyright © 2013 National Geographic Society, Inc.

Legend



Property_Boundary_Johnson



Butte_ck_79F_Johnson



John_Butte_79F

0 0.175 0.35 0.7 1.05 1.4 Miles



CRP-1 (07-08-20)	U.S. DEPARTMENT OF AGRICULTURE Commodity Credit Corporation	1. ST. & CO. CODE & ADMIN. LOCATION 41 069	2. SIGN-UP NUMBER 53
CONSERVATION RESERVE PROGRAM CONTRACT		3. CONTRACT NUMBER 11023	4. ACRES FOR ENROLLMENT 23.82
5A. COUNTY FSA OFFICE ADDRESS (Include Zip Code) GILLIAM COUNTY FARM SERVICE AGENCY PO BOX 467 CONDON, OR 97823-0467		6. TRACT NUMBER 5	7. CONTRACT PERIOD FROM: (MM-DD-YYYY) TO: (MM-DD-YYYY) 10-01-2020 09-30-2025
5B. COUNTY FSA OFFICE PHONE NUMBER (Include Area Code): (541) 384-4251		8. SIGNUP TYPE: CREP - Oregon	

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THIS CONTRACT is entered into between the Commodity Credit Corporation (referred to as "CCC") and the undersigned owners, operators, or tenants (referred to as "the Participant"). The Participant agrees to place the designated acreage into the Conservation Reserve Program ("CRP") or other use set by CCC for the stipulated contract period from the date the Contract is executed by the CCC. The Participant also agrees to implement on such designated acreage the Conservation Plan developed for such acreage and approved by the CCC and the Participant. Additionally, the Participant and CCC agree to comply with the terms and conditions contained in this Contract, including the Appendix to this Contract, entitled Appendix to CRP-1, Conservation Reserve Program Contract (referred to as "Appendix"). By signing below, the Participant acknowledges receipt of a copy of the Appendix/Appendices for the applicable contract period. The terms and conditions of this contract are contained in this Form CRP-1 and in the CRP-1 Appendix and any addendum thereto. BY SIGNING THIS CONTRACT PARTICIPANTS ACKNOWLEDGE RECEIPT OF THE FOLLOWING FORMS: CRP-1; CRP-1 Appendix and any addendum thereto; and, CRP-2, CRP-2C, CRP-2G, or CRP-2C30, as applicable.

9A. Rental Rate Per Acre	\$ 89.00 *MC	10. Identification of CRP Land (See Page 2 for additional space)			
9B. Annual Contract Payment	\$ 2,120.00	A. Tract No.	B. Field No.	C. Practice No.	D. Acres
9C. First Year Payment	\$	5	0012	CP22	8.72
(Item 9C is applicable only when the first year payment is prorated.)		5	0013	CP22	12.43
		5	0014	CP22	2.67

11. PARTICIPANTS (If more than three individuals are signing, see Page 3.)

A(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code) LENORE J JOHNSON PO BOX 68604 TUCSON, AZ 85737-0002	(2) SHARE 100.00 %	(3) SIGNATURE (By) <i>Lenore J. Johnson</i> Lenore J. Johnson	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY	(5) DATE (MM-DD-YYYY) 9-18-2020
B(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code)	(2) SHARE %	(3) SIGNATURE (By)	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY	(5) DATE (MM-DD-YYYY)
C(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code)	(2) SHARE %	(3) SIGNATURE (By)	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY	(5) DATE (MM-DD-YYYY)

12. CCC USE ONLY	A. SIGNATURE OF CCC REPRESENTATIVE <i>Kara Lathan</i>	B. DATE (MM-DD-YYYY) 9/29/2020
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NOTE: The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a - as amended). The authority for requesting the information identified on this form is the Commodity Credit Corporation Charter Act (15 U.S.C. 714 et seq.), the Food Security Act of 1985 (16 U.S.C. 3801 et seq.), the Agricultural Act of 2014 (16 U.S.C. 3831 et seq.), the Agricultural Improvement Act of 2018 (Pub. L. 115-334) and 7 CFR Part 1410. The information will be used to determine eligibility to participate in and receive benefits under the Conservation Reserve Program. The information collected on this form may be disclosed to other Federal, State, Local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in applicable Routine Uses identified in the System of Records Notice for USDA/FSA-2, Farm Records File (Automated). Providing the requested information is voluntary. However, failure to furnish the requested information will result in a determination of ineligibility to participate in and receive benefits under the Conservation Reserve Program.

Paperwork Reduction Act (PRA) Statement: The information collection is exempted from PRA as specified in 16 U.S.C. 3846(b)(1). The provisions of appropriate criminal and civil fraud, privacy, and other statutes may be applicable to the information provided. RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2800 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

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SEP 18 2020

GILLIAM-WHEELER FSA