

Instream Lease Renewal Application (Standard or District)



Oregon Water Resources
Department
725 Summer Street NE, Suite A
Salem, Oregon 97301-1266
(503) 986-0900
www.oregon.gov/OWRD

Complete the questions below and include any required attachments Fill in or check boxes as indicated. (N/A= Not Applicable)	Instream Lease <u>IL- 1200</u> Renewal Fee included <input checked="" type="checkbox"/>
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The undersigned hereby request Instream Lease Number IL-1200 be renewed.

Fees: \$150.00 for an instream lease renewal application
 Check enclosed or Fee Charged to customer account Deschutes River Cons. (Account name)

Term of the Lease: The lease is requested to begin in month <u>April</u> year <u>2023</u> and end month <u>Nov</u> year <u>2023</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 checked="" 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 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:

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 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
3. 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.

Lorne Stills
Signature of Lessor

Date: 3-8-23

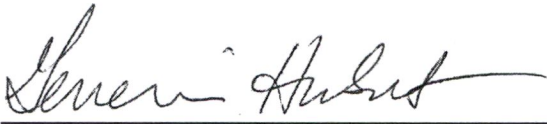
Printed name (and title): Lorne Stills Business name, if applicable: _____
Mailing Address (with state and zip): 1910 S.E. Sagebrush Drive, Madras, OR 97741
Phone number (include area code): 541-420-1179 **E-mail address: stills_ville@yahoo.com

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See next page for additional signatures.

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Date: 3/9/2023

Signature of Lessee

Printed name (and title): Genevieve Hubert – Sr Program Manager

Business/organization name: Deschutes River Conservancy

Mailing Address (with state and zip): 700 NW Hill St, Ste #1, Bend, OR 97703

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

**Deschutes River Conservancy
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: Leases without a grant agreement, leases of less than 5 acres, leases with public entities, or enrolled in CREP/CRP programs, and leases with verified weed complaints are not paid a per acre or per acre-foot rate by the DRC. Leases submitted after April 1 may be subject to pro-rated or non-payment, dependent on funding source and availability.

Lease renewal IL-1200 does not have a grant agreement and is ineligible for per acre payment in 2023.

I, Lorne Stills understand the DRC weed policy and have
Print Name
been informed about farm deferral and donations.

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Signature: Lorne Stills Date: 3-8-23

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