

(MP-7)

Lease Agreement Number (assigned by WRD): L-419

STATE OF OREGON
WATER RESOURCES DEPARTMENT

RECEIVED
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Pooled Lease Form

WATER RESOURCES DEPT.
SALEM, OREGON

Short-Term Water Right Lease Agreement
Pursuant to ORS 537.348(2) and OAR 690-077-0077
for
Leases of Existing Water Rights for Instream Use

This Lease Agreement is between:

District:
(Name) SQUAW CREEK IRRIGATION DISTRICT
(Mailing address) P. O. BOX 2230
(City, State, Zip Code) SISTERS, OREGON 97759
(Telephone number) 541-549-8815

If more than one district, enter district information below:

The water right to be leased is located in Deschutes County

Indicate if Lessee is different than Oregon Water Resources Department

Different. If different, enter Lessee information below:

Deschutes Water Exchange
P.O. Box 1560
Bend, Oregon 97709

Trustee:
Oregon Water Resources Department
158 12th Street NE
Salem OR 97301
(503)378-8455

~I~

1.1 District and landowner(s) propose to lease the water rights listed below (indicate if any are supplemental):
Attachment 5

Certificate No. 74135

1.2 **Subject Water Rights.** District and Landowners propose to lease the water rights listed in Attachment 5.

The right(s) to be leased are further described as follows:

Certificate No.: 74135

Priority date: 1895 Type of use: Irrigation

Legal Season of Use (if not listed on the certificate): all year round

If an irrigation right, total number of acres to be leased: 120.5

Total acre feet of storage to be leased, if applicable: N/A

Rate associated with leased rights (cfs): 2.41 cfs per day

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

Rate associated with leased rights (cfs):

Rate associated with leased rights (cfs):

Duty associated with leased rights (AF): 262.45

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

Duty associated with leased rights (AF):

Duty associated with leased rights (AF):

Conditions or other limitations, if any:

To repeat information in section 1.2 for a different water right, please see last page below.

~II~

2.1 Public Use. This lease will increase streamflows which 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. The instream use to be created is described as follows:

Squaw Creek River/Creek

Tributary to Deschutes in the Deschutes Basin.

Describe the point of diversion and any associated reach(es) of the instream use being created. If possible list the reach by river mile, if no reach is identified, the lease will be processed to be protected at the point of diversion): 15-10-21 SW/SW

Total volume (AF): 262.45

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

Total volume (AF):

Total volume (AF):

Rate in cfs: 2.41

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

Rate in cfs:

Rate in cfs:

Conditions to prevent injury, if any:

None

JUN 20 2003
WATER RESOURCES DEPT
SALEM, OREGON

- The instream flow will be allocated on a daily average basis up to the described rate from September 1, 2003 until October 25, 2003.
- Other (describe): Instream water delivery will be percentaged the same as delivery to SCID members during short water.

To repeat the information in 2.2 for a different instream use, last page below.

- 2.3 Term of lease. This lease shall terminate on end of irrigation season, 2003.
- 2.4 Compensation. The District has agreed to lease subject water right for the sum of \$1.00, or other valuable considerations and for the benefit of the state of Oregon.
- 2.5 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). No party is required to continuously measure the flow of the waterway described in Section 2.2.

~III~

- 3.1 Accuracy. The Undersigned District and Trustee declare that, to the best of their knowledge and belief, the information contained in this lease is true, correct and complete. If after the lease is signed, any information is determined to be false, the lease may be modified or terminated. This 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. District agree to lease the water rights listed in 1.2 for instream use for the term of this Agreement through Lessee to Trustee, the Oregon Water Resources Department, pursuant to the provisions of ORS 537.348(2) and OAR 690-077-0077.
- 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- 0070 or OAR 690-077-0075 a new injury review shall be required, and a prior short term lease shall not set a precedent for the amount of water to be leased or transferred instream.

District : Mus Thalesha Date: 6/20/03

Lessee: _____ Date: _____

- 3.5 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.

So ordered by Trustee: _____ Date: _____

- The instream flow will be allocated on a daily average basis up to the described rate from March 1, 2003 until October 31, 2003.
- Other (describe): Instream water delivery will be percentaged the same as delivery to SCID members during short water.

To repeat the information in 2.2 for a different instream use, last page below.

- 2.3 Term of lease. This lease shall terminate on end of irrigation season, 2003.
- 2.4 Compensation. The District has agreed to lease subject water right for the sum of \$1.00, or other valuable considerations and for the benefit of the state of Oregon.
- 2.5 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). No party is required to continuously measure the flow of the waterway described in Section 2.2.

~III~

- 3.1 Accuracy. The Undersigned District and Trustee declare that, to the best of their knowledge and belief, the information contained in this lease is true, correct and complete. If after the lease is signed, any information is determined to be false, the lease may be modified or terminated. This 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. District agree to lease the water rights listed in 1.2 for instream use for the term of this Agreement through Lessee to Trustee, the Oregon Water Resources Department, pursuant to the provisions of ORS 537.348(2) and OAR 690-077-0077.
- 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 690-077-0070 or OAR 690-077-0075 a new injury review shall be required, and a prior short term lease shall not set a precedent for the amount of water to be leased or transferred instream.

District : Marion Palach Date: 5/23/03

Lessee: Dwight Jammy Sultors Date: 5/23/03

- 3.5 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.

So ordered by Trustee: _____ Date: _____

Effective date is _____ (if different than the date of the Trustee's signature).

Attachment 5: Pooled Lease Landowner Form

Attachment 5.

Pooled Leasing Landowner Form

Landowner:

(Name) Tumalo Farms, LLC
(Mailing address) 61475 Westridge Ave.
(City, State, Zip Code) Bend, Oregon 97702
(Telephone number) (541) 382-3489

If additional landowners, enter landowner information below

~I~

1.1 Ownership. Landowner(s) owns or is authorized agent for the property shown on the map attached as Exhibit 5-A. (Outline or highlight property owned)

Subject Water Rights. Landowner proposes to lease the water rights shown on the map attached as Exhibit 5-B (this information may be included on Exhibit 5-A, or an additional map may be attached). (Cross hatch the area of water rights being leased).

Certificate No.: 74135; Page 10 and 11 (Identify pertinent page number of certificate, if certificate is greater than 10 pages.)

[Attached map(s) must identify property owner, Township, Range, Section and ¼ ¼ , tax lot number, map orientation and scale.]

Number of acres, if for irrigation: 120.5
Acre feet of storage, if applicable:

Additional Subject Water Rights? (Please use Additional Landowner Information form.)

1.2 Validity of Rights. Landowner(s) attests (mark one) that:

- the water has been used over the past five years according to the terms and conditions of the owner's 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 owner's water right certificate, however the water right is not subject to forfeiture under ORS 540.610(2)() (include necessary supporting documentation as Attachment 5C).

~II~

2.1 Accuracy. The Undersigned Landowner(s) declare that, to the best of their knowledge and belief, the information contained in this lease is true, correct and complete. If after the lease is signed, any information is determined to be false, the lease may be modified

or terminated. This 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.

2.2 Lease. All Landowners agree to lease the water rights listed in 1.1 for instream use for the term of this Agreement jointly with the District to Trustee, the Oregon Water Resources Department, pursuant to the provisions of ORS 537.348(2) and OAR 690-077-0077.

2.3 Suspension of original use. During the period of the lease, the owner 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. In the event that a supplemental water right is not part of this lease, it may be subject to forfeiture.

Landowner: *Lorena Jones*
Date: 4-9-03

If additional landowners, enter lines for landowner signature and date

Other Attachments As Needed:

- Exhibit 5-A: Tax Lot Map of Landowner's Property
- Exhibit 5-B: Detailed map illustrating lands under subject rights to be leased [Exhibits 5-A and 5-B may be combined into a single map]
- Exhibit 5-C: 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 1.3 of Attachment 5 [Pooled Lease Landowner Form] is checked)
- Exhibit 5-D: Split Season Instream Use Form

15-11-8
TX LT 200

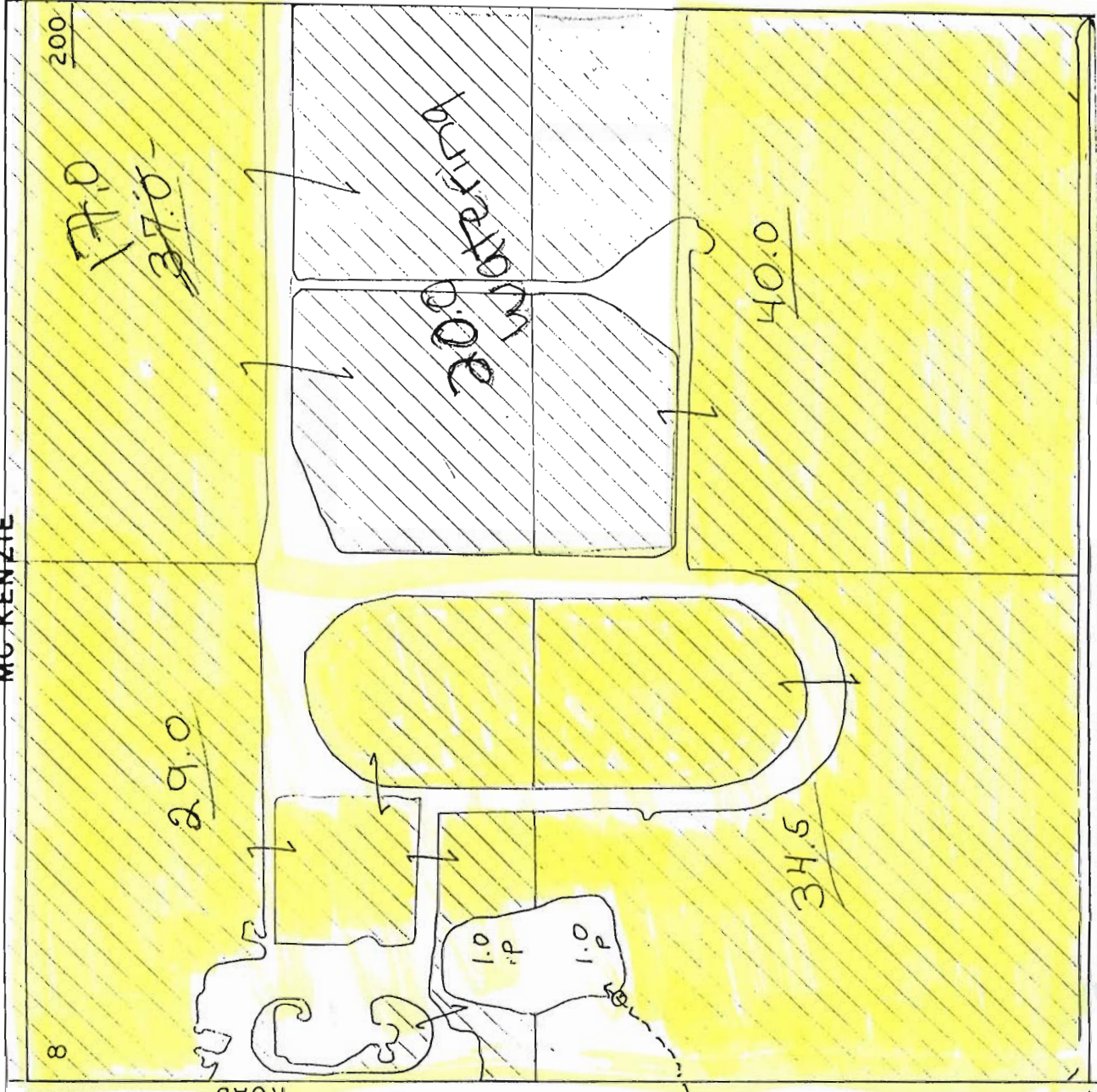
See Map 15 11 5

Turnalo Farms

MC KENZIE

6

7



See attached map



Fax

TO: Laura Snedaker

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 WATER RESOURCES DEPT
 SALEM, OREGON

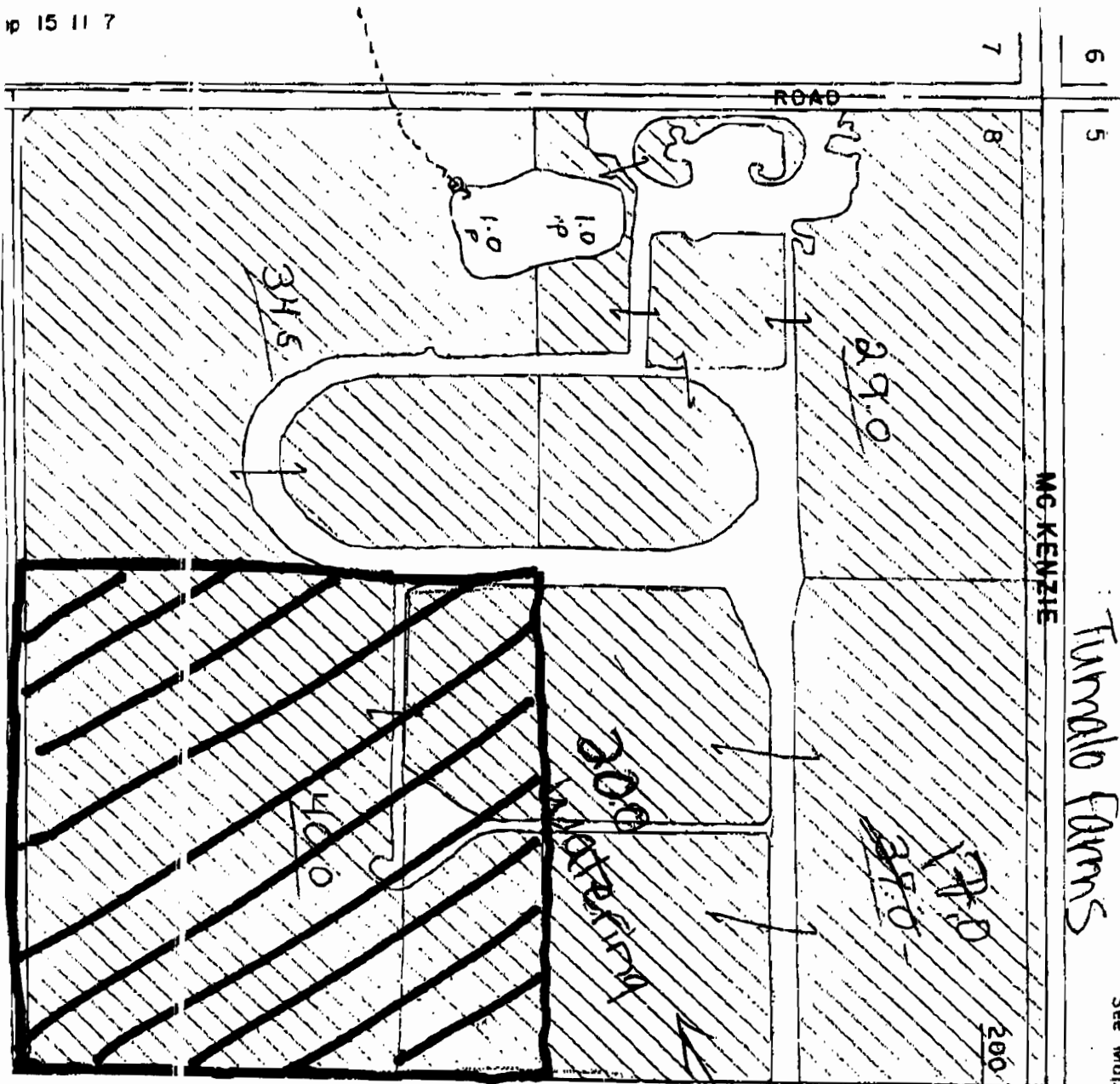
Fax # 503-378-8130

FROM: Tammy Sailors

541-322-4079 fax: 541-382-4078

SCID map.
 mystery revealed
 I think .
 Tammy

15 11 7



15-11-8
TX LT 200

Furnald Farms

See Map 15 11 5

20 Acres needed
NOT

Area here
feasible
full 1/4 2/4



170.5 1895

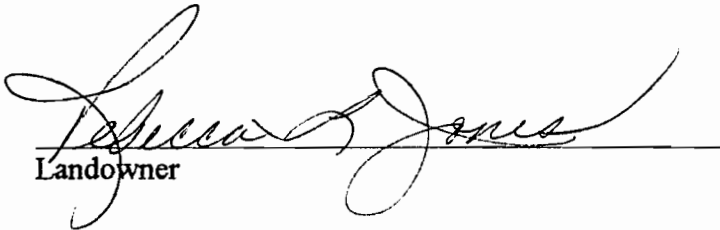


**Deschutes Water Exchange
Mitigation Water Leasing Program 2003
Squaw Creek Irrigation District**

Participating landowners represent and warrant that they own the land to which the water rights are appurtenant, that they have the authority to lease the water rights, that the water rights are free and clear of liens, claims or encumbrances that restrict landowner's ability to enter into the lease and that, to the best of their knowledge, the water rights have been beneficially used over the past five years and are valid and eligible to be leased.

Landowner agrees to lease their water rights to the Deschutes Water Exchange - a project of the Deschutes Resources Conservancy - for use as a groundwater mitigation lease under OAR Chapter 690, Division 515 for the 2003 irrigation season in consideration of a payment of \$7.00 per acre foot delivered instream.

Payment will be made by the DRC to the District upon approval of the lease by the Water Resources Department. The District shall thereupon promptly credit the landowner's account.



Landowner

Date: 5-5-03

Squaw Creek at Sisters, OR - 14076050

Flows from 3-1 to 5-19-03

(This is preliminary record which is subject to revision)

Date	Flow (cfs)
03-01-03	45
03-02-03	44
03-03-03	44
03-04-03	43
03-05-03	43
03-06-03	43
03-07-03	43
03-08-03	43
03-09-03	46
03-10-03	48
03-11-03	47
03-12-03	52
03-13-03	56
03-14-03	52
03-15-03	52
03-16-03	48
03-17-03	46
03-18-03	45
03-19-03	45
03-20-03	45
03-21-03	46
03-22-03	79
03-23-03	66
03-24-03	57
03-25-03	61
03-26-03	69
03-27-03	59
03-28-03	54
03-29-03	53
03-30-03	55
03-31-03	62
04-01-03	65
04-02-03	59
04-03-03	56
04-04-03	55
04-05-03	52
04-06-03	52
04-07-03	30
04-08-03	15
04-09-03	17
04-10-03	17
04-11-03	22
04-12-03	19
04-13-03	19
04-14-03	22

04-15-03	21
04-16-03	18
04-17-03	16
04-18-03	16
04-19-03	14
04-20-03	15
04-21-03	17
04-22-03	18
04-23-03	22
04-24-03	25
04-25-03	18
04-26-03	14
04-27-03	9.6
04-28-03	8.9
04-29-03	7.7
04-30-03	7.1
05-01-03	6.5
05-02-03	8.9
05-03-03	11
05-04-03	5.4
05-05-03	3.9
05-06-03	3.1
05-07-03	3.3
05-08-03	3.8
05-09-03	3.5
05-10-03	2.8
05-11-03	3.3
05-12-03	3.3
05-13-03	3.3
05-14-03	22
05-15-03	6.0
05-16-03	3.6
05-17-03	3.4
05-18-03	3.1
05-19-03	2.3