



State of Oregon
Water Resources Department
725 Summer Street NE, Suite A
Salem, Oregon 97301-1271
(503) 986-0900

Application for Short-Term
Instream Lease
Pooled Lease Form

A summary of review criteria and procedures that are generally applicable to these applications is available at www.wrd.state.or.us/publication/reports/index.shtml.

Pursuant to ORS 537.348(2) and OAR 690-077-0077

Optional Identification by Lessor/Lessee: MITIGATION PROJECT
Lease Agreement Number (assigned by WRD): 1-567 / 100 - 55

This Lease Agreement is between:

Lessor #2: Irrigation District or Other Water Purveyor

(Name) Three Sisters Irrigation District
(Mailing address) PO Box 2230
(City, State, Zip Code) Sisters, OR 97759
(Telephone number) 541-549-8815
(Email address)

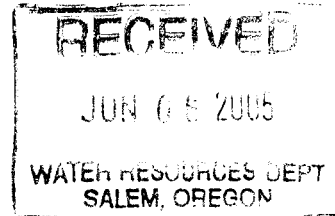
The water right to be leased is located in Deschutes County.

Lessee (if different than Oregon Water Resources Department):

(Name) DWE Groundwater Mitigation Bank
(Mailing address) 700 NW Hill St.
(City, State, Zip Code) Bend, OR 97701
(Telephone number) 541-382-4077
(Email address) zach@deschutesrc.org

Trustee:

Oregon Water Resources Department
725 Summer Street NE, Suite A
Salem, OR 97301-1271
(503) 986-0900



~I~ Ownership and Water Right Information

- 1.2 Lessor #2 is the (Check one):
[] 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 ...
[X] Not applicable.

1.3 For the lands being leased, list all water rights appurtenant to the lessor's property. Indicate if there are any supplemental or overlying rights.

Certificate No. 74135

1.4 Are some or all of the lands being leased part of a Conservation Reserve Enhancement Program. Yes No

1.5 **Subject water rights.** Lessor proposes to lease the water rights listed in 1.3.

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

Certificate No.: 74135

Priority date: 1887 & 1895 Type of use: IRR

Legal Season of Use: N/A

If an irrigation right, total number of acres to be leased: 327.2 325.7

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

Maximum rate associated with subject water rights (cfs) being leased: 6.54

If there is more than one rate associated with a water right, describe below:

Season 1 (cfs) 6.54 Time period: _____

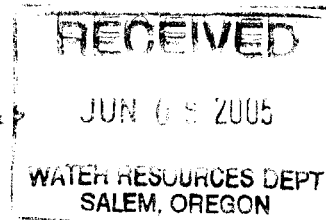
Season 2 (cfs) _____ Time period: _____

Season 3 (cfs) _____ Time period: _____

Maximum duty associated with subject water rights (ac-ft): N/A

Conditions or other limitations, if any: _____

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



~II~ Instream Water Right Information

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

Tributary to Deschutes River in the Deschutes Basin.

Describe the point of diversion (POD) and any associated reach(es) of the instream use being created. If possible list the reach by river mile. If no reach is identified, and there is only one POD listed on the certificate, the lease will be processed to be protected at the POD. (If more than one POD is listed on the certificate, then the POD and any associated reach(es) must be identified): From POD at RM 23.5 of Squaw Creek to Lake Billy Chinook

Maximum volume in acre-feet: N/A 325.7

Rate in cfs: 6.54

(Use the section below to indicate a more restrictive period of use than allowed by the water right.)

Rate in cfs: _____

Rate in cfs: _____

Conditions to prevent injury, if any:

- None
- The instream flow will be allocated on a daily average basis up to the described rate from _____ through July 1.
- Other (describe): _____

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 7/31/2005.

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, Lessee 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. All Lessors agree to lease the water rights listed in 1.4 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.

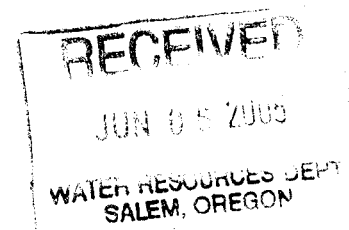
3.3 Precedent. If a right which has been leased is later proposed to be leased again or transferred to an instream use under ORS 537.348 and OAR 690-077- 0070 or OAR 690-077-0075 a new injury review shall be required, and a prior short term lease shall not set a precedent for the amount of water to be leased or transferred instream.

3.4 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.

3.5 Termination provision.

- For multiyear leases, lessor shall have the option of terminating the lease each year, prior to the lease being exercised (_____), with 30 day written notice to the Department.
- For multiyear leases, lessor shall not have the option of terminating the lease each year, prior to the lease being exercised, with written notice to the Department.

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.



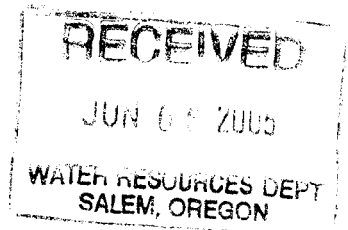
- 3.7 **Fees.** Effective October 1, 2003, pursuant to ORS 536.050 (1)(v) (2003 SB 820), the following fee is included:
- \$200 for an application with four or more landowners or four or more water rights.
 - \$100 for all other applications.

Lessor #2: *Maureen K. Balaban* Date: 5/31/05
Three Sisters Irrigation District

Lessee: *[Signature]* Date: 4/20/05
DWE Groundwater Mitigation Bank

Other Attachments as Needed:

- Attachment 1: Tax Lot Map of Lessor's Property (required if landowner is not the sole landowner to lands for which the subject water rights are appurtenant)
- Attachment 2: Detailed map illustrating lands under subject rights to be leased (required if only part of a right is being leased instream).
- 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
- Attachment 5: Pooled Lease Landowner Form





State of Oregon
Water Resources Department
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Application for Short-Term Instream Lease

Attachment 5: Pooled Landowner Form

Pursuant to ORS 537.348(2) and OAR 690-077-0077

Optional Identification by Lessor/Lessee: MITIGATION PROJECT
Lease Agreement Number (assigned by WRD): _____

This Lease Agreement is between:

Lessor #1 (Landowner):

(Name) John Schaad
(Mailing address) 1170 McLean Blvd.
(City, State, Zip Code) Eugene, OR 97405
(Telephone number) 541-344-5217

If additional landowners, enter landowner information below

Note: The numbering associated with this form corresponds to that found on the "Standard Instream Lease Application" form. The "Pooled Lease" form and "Pooled Landowner" form(s) are used to provide the same information as the "Standard Instream Lease Application" form. Consequently, the numbering on this form is not always sequential.

~I~ Ownership and Water Right Information

1.1 Lessor #1 is the owner, or authorized agent for owner of property located at: Township 15, Range 11, Section 06 and Tax Lot number 600. If the water right appurtenant to these lands is also appurtenant to lands owned by others, then Attachment 1, (tax lot map of lessor's property) needs to be included.

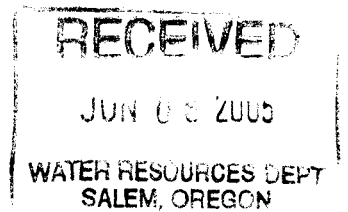
Field Code Changed
Field Code Changed

1.3 For the lands being leased, list all water rights appurtenant to the lessor's property. Indicate if there are any supplemental or overlying rights.

Certificate No. 74135

1.4 Are some or all of the lands being leased part of a Conservation Reserve Enhancement Program. Yes No

1.5 **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). (Crosshatch the area of water rights being leased). Attached map(s) must identify property owner, Township, Range, Section and 1/4, tax lot number, map orientation and scale.



T	R	Sect	¼ ¼	Tax Lot	Acres	Type of Use	Certificate #	Page(s) #	Priority*	
*(Identify pertinent page number of certificate, if certificate is greater than 10 pages; identify priority date if there is more than one per certificate)										
1.	15	11	007	NE. SE	600	38.50	IRR	74135	10	1895
2.	15	11	007	NE. SE	600	0.50	POND	74135	10	1895
3.	15	11	007	NW. SE	600	30.50	IRR	74135	10	1895
4.	15	11	007	SW. SE	600	40.00	IRR	74135	10	1895
5.	15	11	007	SE. SE	600	39.00	IRR	74135	10	1895

removed from lease 6-10-05
W-1

Total number of acres, if for irrigation, by certificate and priority date: 148.7 acres of 1895.

Acres-feet of storage, if applicable: _____

Conditions or other limitations, if any: _____

If you need to enter another leased right, please use the Additional Landowner Water Rights Form.

1.6 Validity of rights. Lessor(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 3).

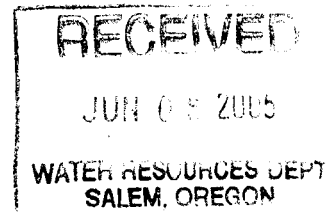
~II~ Instream Water Right Information

2.3 Term of lease. This lease shall terminate on July 31, 2005. (If there is a conflict between the Pooled District Form and this form, the Pooled District Form will be the official term of the lease.)

~III~ Other Information

3.1 Accuracy. The Undersigned Lessor/s, Lessee 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. All Lessors agree to lease the water rights listed in 1.4 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.
- 3.4 **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.
- 3.5 **Termination provision.**
- For multiyear leases, lessor *shall* have the option of terminating the lease each year, prior to the lease being exercised (_____), with 30 day written notice to the Department provided by the Irrigation District, Other Water Purveyor or Lessee (if different than Department). The lessor must contact the Irrigation District, Other Water Purveyor, or Lessee (if different than Department) to indicate their interest in terminating the lease agreement.
 - For multiyear leases, lessor *shall not* have the option of terminating the lease each year, prior to the lease being exercised, with written notice to the Department.
- 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.

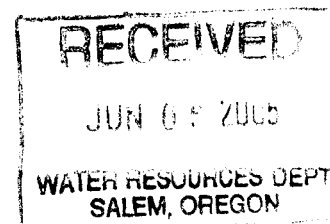
Lessor #1: _____ Date: _____
John Schaad

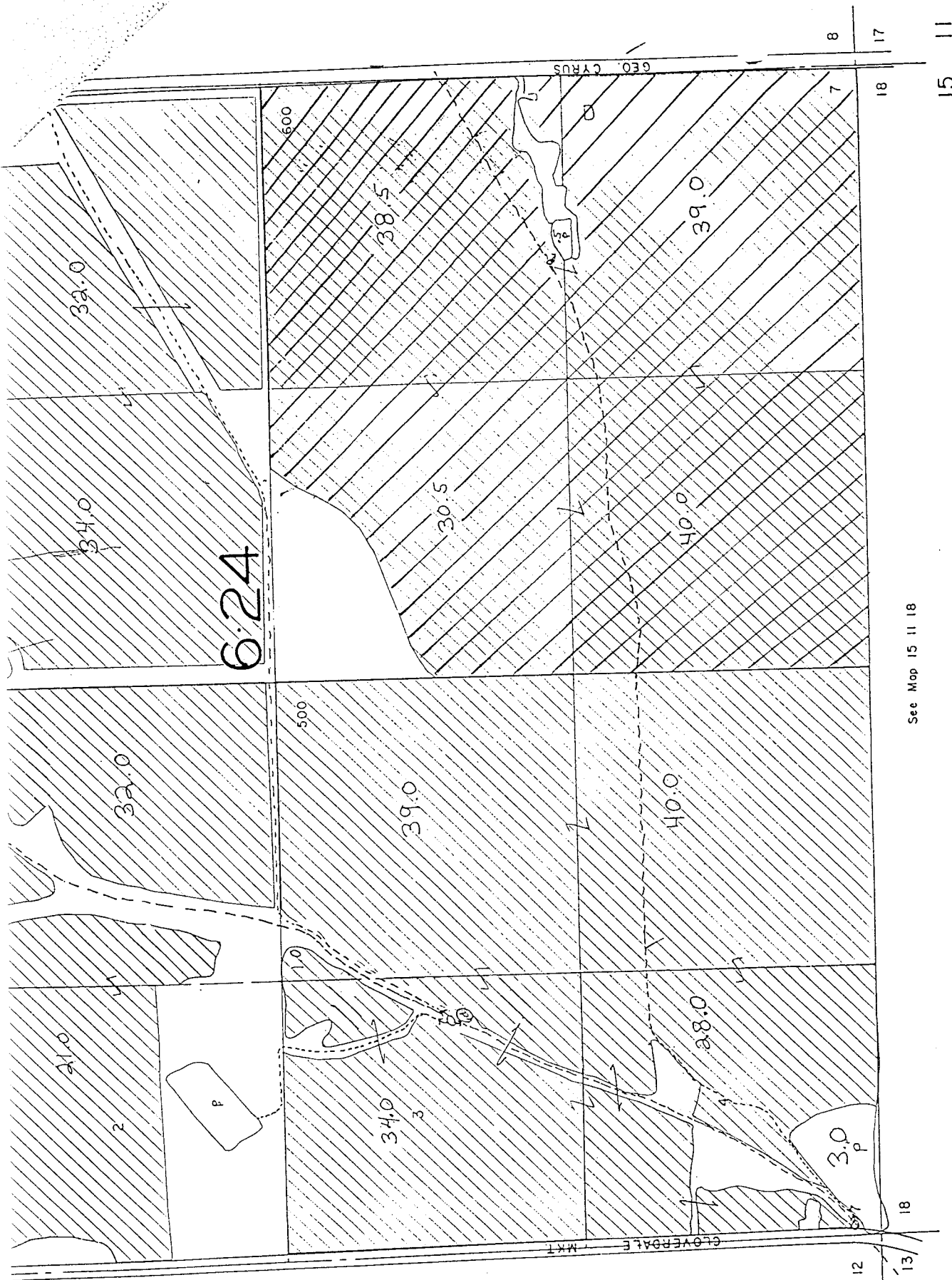
For additional Lessors, type in space for signature and date

 Lessee: _____ Date: _____
DWE Groundwater Mitigation Bank

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 1.6 of this form is checked)
- Exhibit 5-D: Split Season Instream Use Form





See Map 15 10 12

See Map 15 11 18

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12 13 18
 17 18 15 11
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GEO. CYRUS



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Water Resources Department
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Salem, Oregon 97301-1271
(503) 986-0900

Application for Short-Term Instream Lease

Attachment 5: Pooled Landowner Form

Pursuant to ORS 537.348(2) and OAR 690-077-0077

Optional Identification by Lessor/Lessee: MITIGATION PROJECT
Lease Agreement Number (assigned by WRD): _____

This Lease Agreement is between:

Lessor #1 (Landowner):

(Name) Kerry Paulson
(Mailing address) 27705 SW Heater Rd.
(City, State, Zip Code) Sherwood, OR 97140
(Telephone number) 541-923-2227

If additional landowners, enter landowner information below

Note: The numbering associated with this form corresponds to that found on the "Standard Instream Lease Application" form. The "Pooled Lease" form and "Pooled Landowner" form(s) are used to provide the same information as the "Standard Instream Lease Application" form. Consequently, the numbering on this form is not always sequential.

~I~ Ownership and Water Right Information

1.1 Lessor #1 is the owner, or authorized agent for owner of property located at: Township 14, Range 11, Section 32 & 33 and Tax Lot number 100 & 400. If the water right appurtenant to these lands is also appurtenant to lands owned by others; then Attachment 1, (tax lot map of lessor's property) needs to be included.

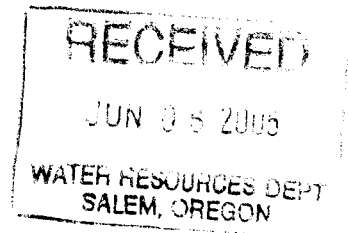
Field Code Changed
Field Code Changed

1.3 For the lands being leased, list all water rights appurtenant to the lessor's property. Indicate if there are any supplemental or overlying rights.

Certificate No. 74135

1.4 Are some or all of the lands being leased part of a Conservation Reserve Enhancement Program. Yes No

1.5 **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). (Crosshatch the area of water rights being leased). Attached map(s) must identify property owner, Township, Range, Section and 1/4, tax lot number, map orientation and scale.



T	R	Seet	¼¼	Tax Lot	Acres	Type of Use	Certificate #	Page(s) #	Priority*	
*(Identify pertinent page number of certificate, if certificate is greater than 10 pages; identify priority date if there is more than one per certificate)										
1.	14	11	33	NW. NW	400	2120 ¹⁸⁵	IRR	74135	5	1895
2.	14	11	32	NE.N E	100	29	IRR	74135	5	1895
3.	14	11	32	NW. NE	100	32.5	IRR	74135	5	1895
4.	14	11	32	SW.N E	100	7	IRR	74135	5	1895
5.										

Total number of acres, if for irrigation, by certificate and priority date: 89.5 acres of 1895.

Acre-feet of storage, if applicable: _____

Conditions or other limitations, if any: _____

If you need to enter another leased right, please use the Additional Landowner Water Rights Form.

1.6 Validity of rights. Lessor(s) attests (mark one) that:

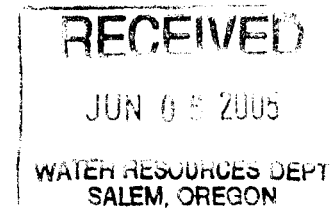
- The water has been used over the past five years according to the terms and conditions of the owner's water right certificate or as an instream water right or
- The water has not been used over the past five years according to the terms and conditions of the owner's water right certificate, however the water right is not subject to forfeiture under ORS 540.610(2)()(include necessary supporting documentation as Attachment 3).

~II~ Instream Water Right Information

- 2.3 Term of lease.** This lease shall terminate on July 31, 2005. (If there is a conflict between the Pooled District Form and this form, the Pooled District Form will be the official term of the lease.)

~III~ Other Information

- 3.1 Accuracy.** The Undersigned Lessor/s, Lessee 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.** All Lessors agree to lease the water rights listed in 1.4 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



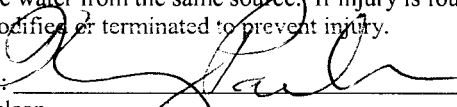
new injury review shall be required, and a prior short term lease shall not set a precedent for the amount of water to be leased or transferred instream.

3.4 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.

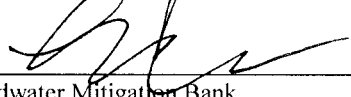
3.5 Termination provision.

- For multiyear leases, lessor *shall* have the option of terminating the lease each year, prior to the lease being exercised (_____), with 30 day written notice to the Department provided by the Irrigation District, Other Water Purveyor or Lessee (if different than Department). The lessor must contact the Irrigation District, Other Water Purveyor, or Lessee (if different than Department) to indicate their interest in terminating the lease agreement.
- For multiyear leases, lessor *shall not* have the option of terminating the lease each year, prior to the lease being exercised, with written notice to the Department.

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.

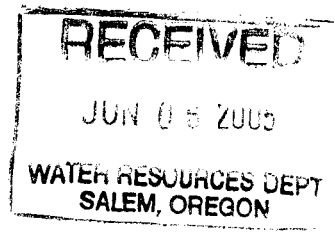
Lessor #1:  Date: 5/13/05
Kerry Paulson

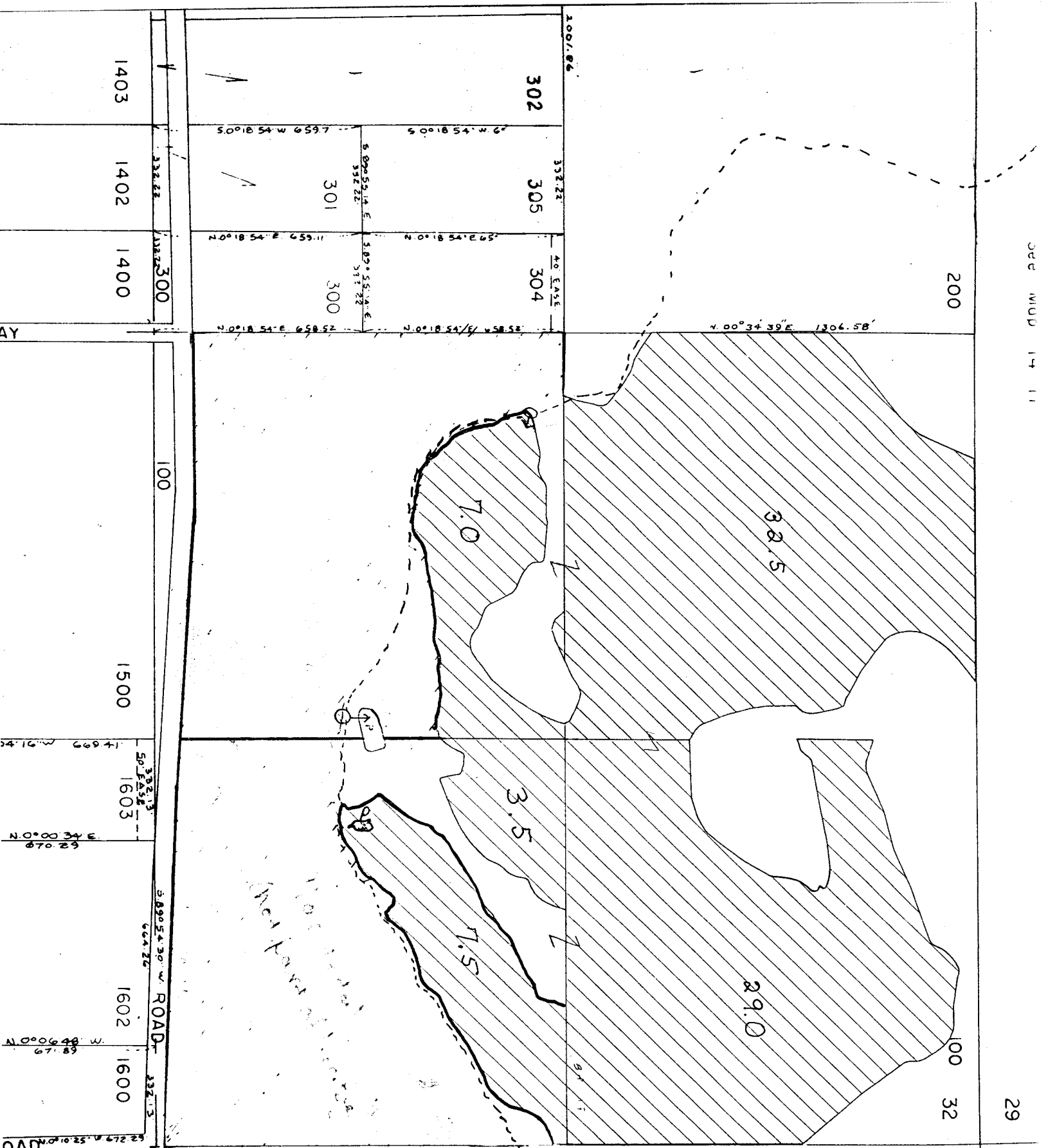
For additional Lessors, type in space for signature and date

Lessee:  Date: 4/20/05
DWE Groundwater Mitigation Bank

Other Attachments As Needed:

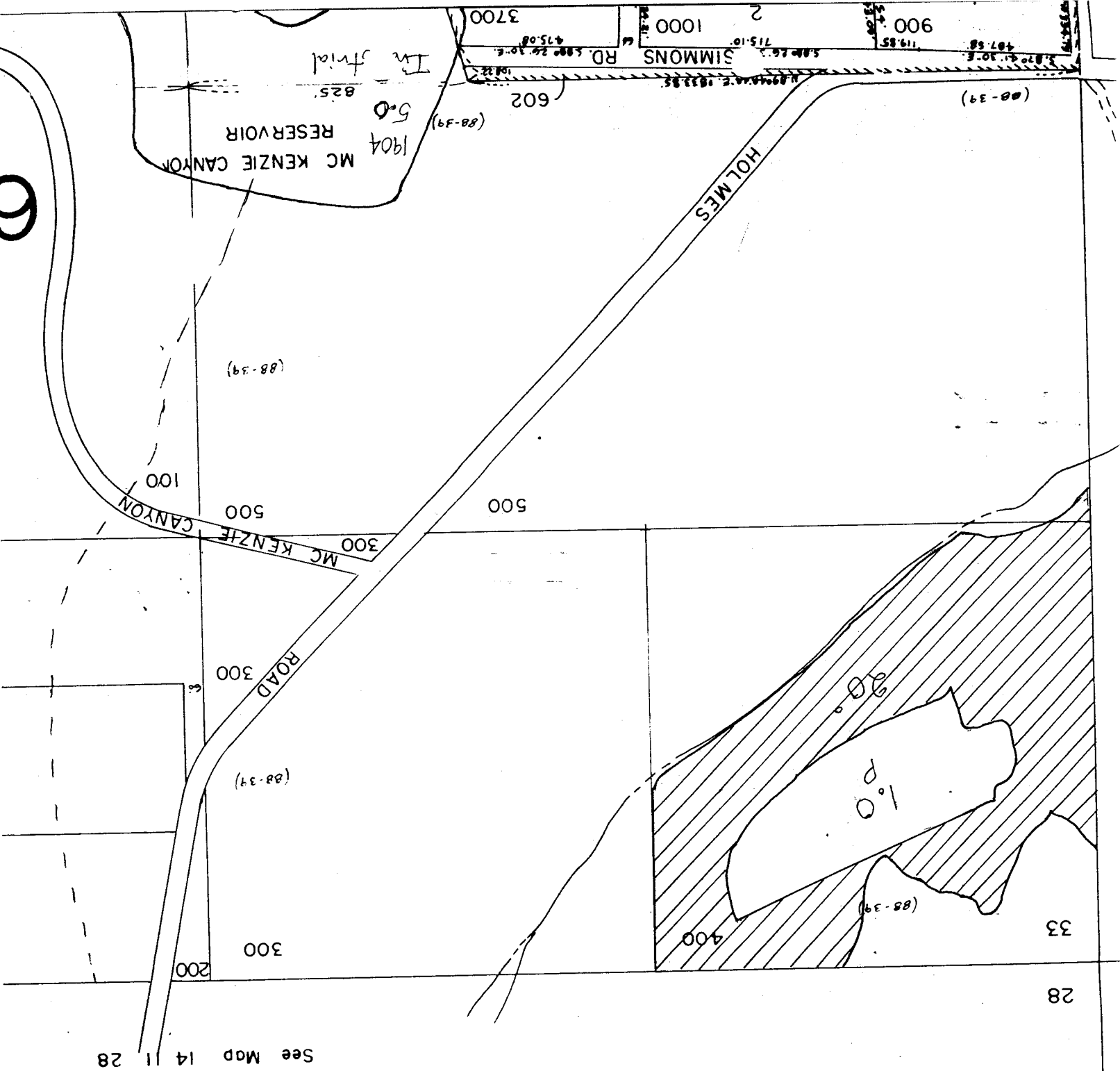
- Exhibit 5-A: Tax Lot Map of Landowner's Property
- Exhibit 5-B: Detailed map illustrating lands under subject rights to be leased [Exhibits 5-A and 5-B may be combined into a single map]
- Exhibit 5-C: Supporting documentation indicating why a right is valid and not subject to forfeiture even though the right has not been exercised for five or more consecutive years (required if the second box in Section 1.6 of this form is checked)
- Exhibit 5-D: Split Season Instream Use Form





See Map 14 11 33

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See Map 14 11 28

SQUAW CREEK IRRIGATION DISTRICT
 SECTION 33 T14S. R11E.W.M.
 DESCHUTES COUNTY

1"=400'

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 SALEM OREGON



State of Oregon
Water Resources Department
725 Summer Street NE, Suite A
Salem, Oregon 97301-1271
(503) 986-0900

Jan 2004

Application for Short-Term Instream Lease

Attachment 5: Pooled Landowner Form

Pursuant to ORS 537.348(2) and OAR 690-077-0077

Optional Identification by Lessor/Lessee: MITIGATION PROJECT
Lease Agreement Number (assigned by WRD): _____

This Lease Agreement is between:

Lessor #1 (Landowner):

(Name) Joseph Angel
(Mailing address) P O Box 14908
(City, State, Zip Code) Portland, OR 97293-0908
(Telephone number) 503-525-9100

If additional landowners, enter landowner information below

Note: The numbering associated with this form corresponds to that found on the "Standard Instream Lease Application" form. The "Pooled Lease" form and "Pooled Landowner" form(s) are used to provide the same information as the "Standard Instream Lease Application" form. Consequently, the numbering on this form is not always sequential.

~I~ Ownership and Water Right Information

- 1.1 Lessor #1 is the owner, or authorized agent for owner of property located at: Township 15, Range 11, Section 04 and Tax Lot number 101. If the water right appurtenant to these lands is also appurtenant to lands owned by others, then Attachment 1, (tax lot map of lessor's property) needs to be included.
- 1.3 For the lands being leased, list all water rights appurtenant to the lessor's property. Indicate if there are any supplemental or overlying rights.
Certificate No. 74135
- 1.4 Are some or all of the lands being leased part of a Conservation Reserve Enhancement Program. Yes No
- 1.5 **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). (Crosshatch the area of water rights being leased). Attached map(s) must identify property owner, Township, Range, Section and 1/4 1/4, tax lot number, map orientation and scale.

Field Code Changed
Field Code Changed

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T	R	Sec	1/4	1/2	Acres	Type of Use	Certificate #	Page(s)	Priority
*(Identify pertinent page number of certificate, if certificate is greater than 10 pages; identify priority date if there is more than one per certificate)									
1.	15	11	04	NW, NE	101	25.00	IRR	74135	9 1895
2.	15	11	04	SW, NE	101	40.00	IRR	74135	9 1895
3.									
4.									
5.									

Total number of acres, if for irrigation, by certificate and priority date: 65.0 acres of 1895
 Acre-feet of storage, if applicable: _____

Conditions or other limitations, if any: _____

If you need to enter another leased right, please use the Additional Landowner Water Rights Form.

1.6 Validity of rights. Lessor(s) attests (mark one) that:

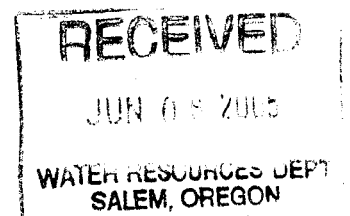
- The water has been used over the past five years according to the terms and conditions of the owner's water right certificate or as an instream water right or
- The water has not been used over the past five years according to the terms and conditions of the owner's water right certificate, however the water right is not subject to forfeiture under ORS 540.610(2)() (include necessary supporting documentation as Attachment 3).

~II~ Instream Water Right Information

2.3 Term of lease. This lease shall terminate on July 31, 2005. (If there is a conflict between the Pooled District Form and this form, the Pooled District Form will be the official term of the lease.)

~III~ Other Information

- 3.1 Accuracy. The Undersigned Lessor/s, Lessee 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. All Lessors agree to lease the water rights listed in 1.4 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.

3.4 **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.

3.5 **Termination provision.**

- For multiyear leases, lessor shall have the option of terminating the lease each year, prior to the lease being exercised (_____), with 30 day written notice to the Department provided by the Irrigation District, Other Water Purveyor or Lessee (if different than Department). The lessor must contact the Irrigation District, Other Water Purveyor, or Lessee (if different than Department) to indicate their interest in terminating the lease agreement.
- For multiyear leases, lessor shall not have the option of terminating the lease each year, prior to the lease being exercised, with written notice to the Department.

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.

Lessor #1: Joseph Angel

Date: 5/12/05

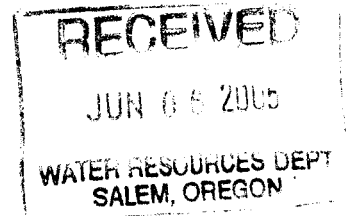
For additional Lessors, type in space for signature and date

Lessee: DWE Groundwater Mitigation Bank

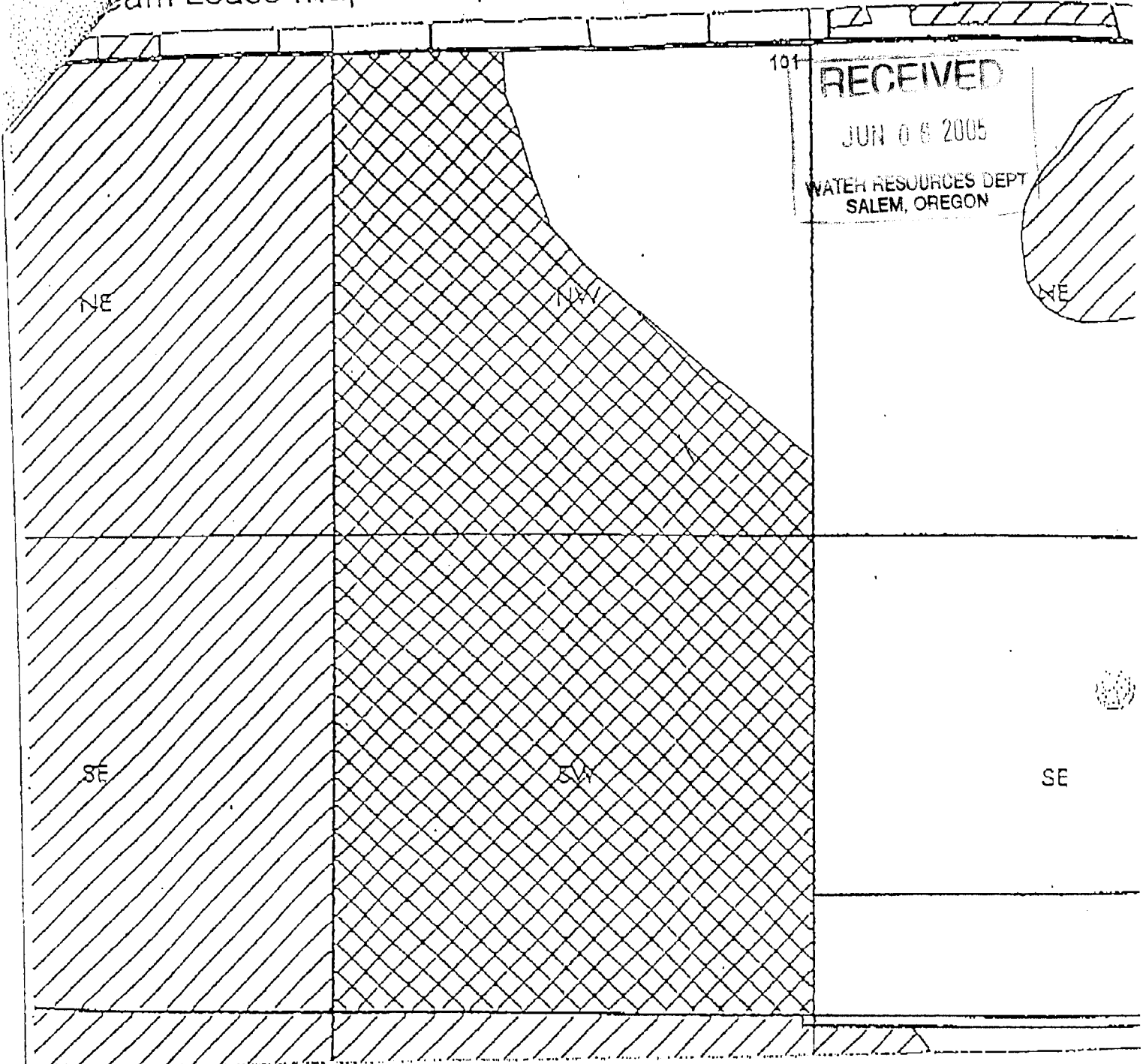
Date: 4/20/05

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 1.6 of this form is checked)
- Exhibit 5-D: Split Season Instream Use Form



Water Lease Map for Squaw Creek Irrigation District



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 JUN 06 2005
 WATER RESOURCES DEPT
 SALEM, OREGON

Property Owner: Angel, Joseph
 Legal Description(s): 15-11-04-NW/NE-00101, 15-11-04-SW/NE-00101
 Total Acres: 65 ac. (1895)



1 Inch equals 400 feet



Denotes Place of Use to be Leased

Signed: *Marc K. Kelso*
 for Squaw Creek Irrigation District

Dated: 2/25/04

Jan 2004



State of Oregon
Water Resources Department
725 Summer Street NE, Suite A
Salem, Oregon 97301-1271
(503) 966-0900

Application for Short-Term
Instream Lease
Attachment 5: Pooled Landowner Form

Pursuant to ORS 537.348(2) and OAR 690-077-0077

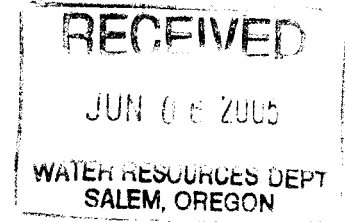
Optional Identification by Lessor/Lessee: MITIGATION PROJECT
Lease Agreement Number (assigned by WRD): _____

This Lease Agreement is between:

Lessor #1 (Landowner):
(Name) Eugene & Susan Trone
(Mailing address) 16327 South Hattan Road
(City, State, Zip Code) Oregon City, OR 97405
(Telephone number) 503-631-7110

If additional landowners, enter landowner information below

Note: The numbering associated with this form corresponds to that found on the "Standard Instream Lease Application" form. The "Pooled Lease" form and "Pooled Landowner" form(s) are used to provide the same information as the "Standard Instream Lease Application" form. Consequently, the numbering on this form is not always sequential.



-I- Ownership and Water Right Information

- 1.1 Lessor #1 is the owner, or authorized agent for owner of property located at: Township 15, Range 11, Section 18 and Tax Lot number 2000. If the water right appurtenant to these lands is also appurtenant to lands owned by others, then Attachment 1, (tax lot map of lessor's property) needs to be included.
- 1.3 For the lands being leased, list all water rights appurtenant to the lessor's property. Indicate if there are any supplemental or overlying rights.

Certificate No. 74135, _____
- 1.4 Are some or all of the lands being leased part of a Conservation Reserve Enhancement Program. Yes No
- 1.5 **Subject Water Rights.** Landowner proposes to lease the water rights shown on the map attached as Exhibit S-B (this information may be included on Exhibit S-A, or an additional map may be attached). (Crosshatch the area of water rights being leased). Attached map(s) must identify property owner, Township, Range, Section and 1/4, tax lot number, map orientation and scale.

Field Code Changed
Field Code Changed

T	R	Seet	%/4	Tax Lot	Aeres	Type of Use	Certificate #	Page(s) #	Priority #
*(Identify pertinent page number of certificate, if certificate is greater than 10 pages; identify priority date if there is more than one per certificate)									
1.	15	11	18	SW 2000 2100	17.00	IRR	74135	12	1895
2.	15	11	18	SW 2000 2100	06.70	IRR	74135	12	1895
3.									
4.									
5.									

Total number of acres, if for irrigation, by certificate and priority date: 23.7 acres of 1895.

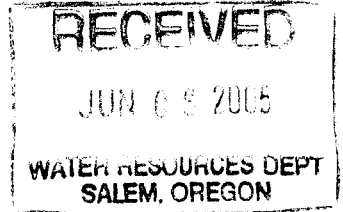
Acre-feet of storage, if applicable: _____

Conditions or other limitations, if any: _____

If you need to enter another leased right, please use the Additional Landowner Water Rights Form.

1.6 Validity of rights. Lessor(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)(c) (include necessary supporting documentation as Attachment 3).



~II~ Instream Water Right Information

2.3 Term of lease. This lease shall terminate on July 31, 2005. (If there is a conflict between the Pooled District Form and this form, the Pooled District Form will be the official term of the lease.)

~III~ Other Information

3.1 Accuracy. The Undersigned Lessor/s, Lessee 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. All Lessors agree to lease the water rights listed in 1.4 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.

3.4 **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.

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- For multiyear leases, lessor *shall not* have the option of terminating the lease each year, prior to the lease being exercised, with written notice to the Department.

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.

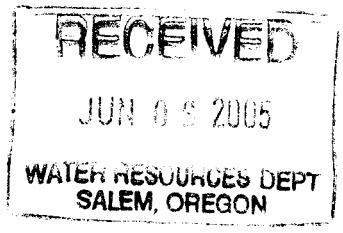
Lessor #1: Eugene & Susan Trone Date: 12 May 2005

For additional Lessors, type in space for signature and date

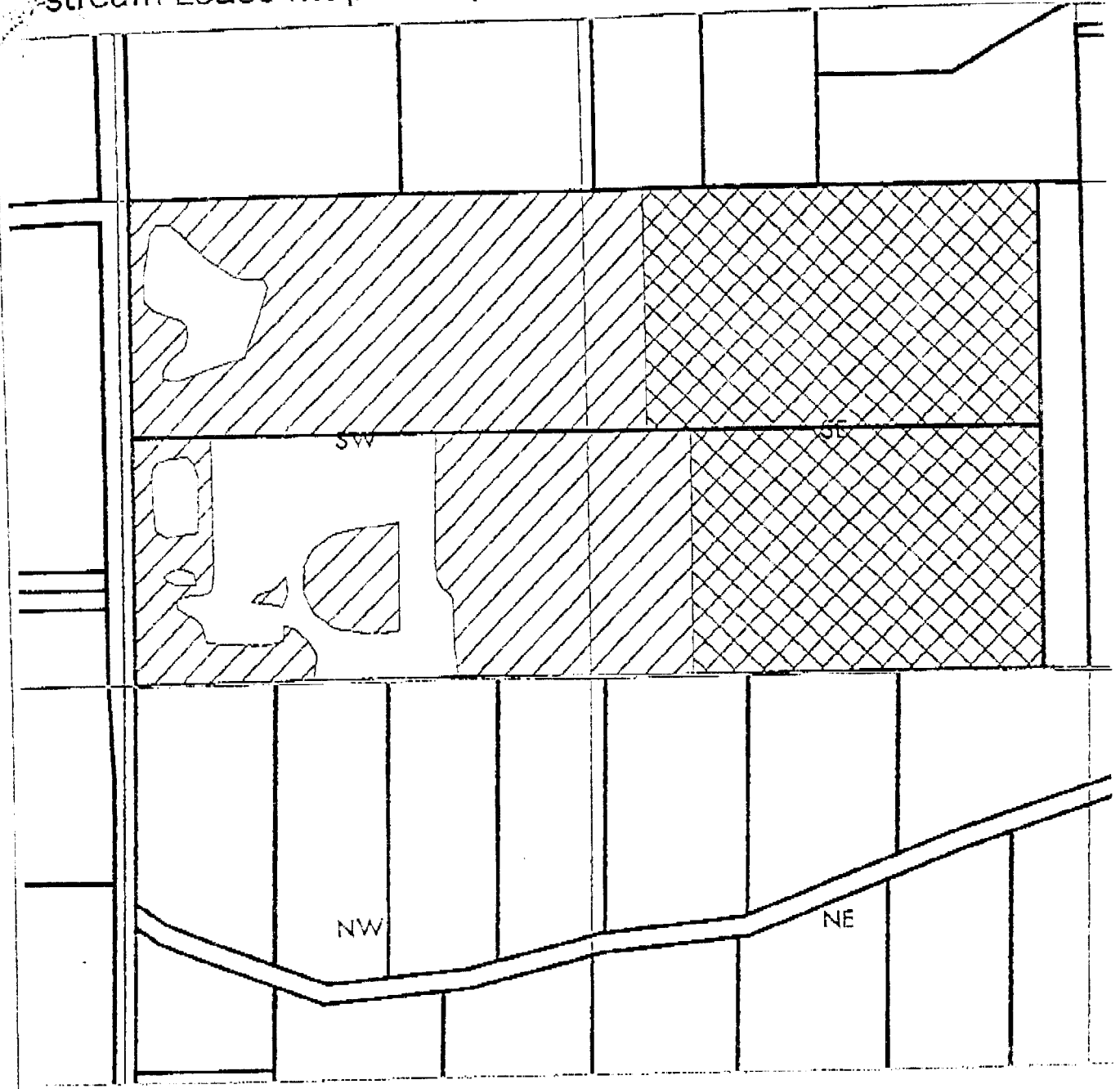
Lessee: DWI Groundwater Mitigation Bank Date: 4/21/05

Other Attachments As Needed:

- Exhibit S-A: Tax Lot Map of Landowner's Property
- Exhibit S-B: Detailed map illustrating lands under subject rights to be leased [Exhibits S-A and S-B may be combined into a single map]
- Exhibit S-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 1.6 of this form is checked)
- Exhibit S-D: Split Season Instream Use Form



Stream Lease Map for Squaw Creek Irrigation District



RECEIVED

JUN 06 2005

WATER RESOURCES DEPT
SALEM, OREGON

Property Owner: Trone, Eugene & Susan
 Legal Description(s): 15-11-18-SE/SW-02100
 Total Acres: 23.70 ac. (1895)



1 inch equals 400'



Denotes Place of Use to be Leased

Signed: *Gene Trone*
 for Squaw Creek Irrigation District

Dated: 2/25/04