Nov 2004



Certificate No. 74135

### Application for Short-Ter

### 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): L-676 - M 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 (Telephone number) 541-549-8815 (Email address) tsid@my180.net 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) <u>541-382-4077</u> (Email address) danielle@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 Lessor #2 is the (Check one): 1.2 ☑ Official representative of <u>TSID</u>, the irrigation district, which conveys water to the subject water rights. Another party with an interest in the subject water rights representing ☐ Not applicable. For the lands being leased, list all water rights appurtenant to the lessor's property. Indicate 1.3 if there are any supplemental or overlying rights.

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: 1895 & 1904 Type of use: IR
	If an irrigation right, total number of acres to be leased: 1895: 430.5 ac. and 1904: 5.0 ac.
	Total acre-feet of storage to be leased, if applicable: N/A
	Maximum rate associated with subject water rights (cfs) being leased: 1895: 863 cfs and
	1904: 0.10cfs
	If there is more than one rate associated with a water right, describe below:
	Season 1 (cfs) Time period:
	Season 2 (cfs) Time period: Season 3 (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     □ Polluti
	□ Recreation and scenic attraction     □ Recreat
2.2	Instream use created by lease. The instream use to be created is described as follows:
	SOUAW 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: 1895: 853.68 AF and 1904: 9.91 AF
	Rate in cfs: 1895: 8.61cfs and 1904: 0.10cfs
	(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 8/1/2005 through 9/20/2005

	Other (describe): Instream water delivery will be percentaged	the same as	delivery to
CA	D members during short water.		44
$\mathcal{O}(\mathcal{O})$	D themoers dume shore water.	1770	935

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 September 20, 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 user 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 early as 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 less of their knowledge and belief, the information contained in this lease is true, conject 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 of 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 userdescribed 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 8 820), the following fee is included:									
	<ul> <li></li></ul>	vners or four	r or more water rights.							
Lesso	or #2: The Sines Injection District	Date: _	6/28/05							
Lesse	Three Sisters Irrigation District	Date: _	6/22/05							
	DWE Ground Water 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 (equited 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 not 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

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## Application for Short-Term Instream Lease

Attachment 5: Pooled Landowner Form

UDWC & DRC

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

		THE STREET STREET		3		
	Optiona	Identification by Lessor/Lessee: MITIGATION PROJECT		4		
	I ease A	greement Number (assigned by WRD):				
	2021			4		
	This I a	ase Agreement is between:		â	ČŠA.	
	I IIIs Le	25c VBreament 1				
		M ( andamnar)	3 (			
٠	Lessor	#1 (Landowner):				
	(Name)	Kay Panerson		200		
	(Mauin	g address) P.O. Box 1839		¥		
	(City, S	tate, Zip Code) Sisters, OR 97759				
	(Teleph	one number) <u>541-549-1215</u>		7		
		1 1 information below		1	M.	
	If addit	ional landowners, enter landowner information below		200		
		the "Standard Instrument Lesse Application"		4000		
	Note: Th	e numbering associated with this form corresponds to that found on the "Standard Instream Lease Application"		1		
	form. Th	e numbering associated with this forth context form(s) are used to provide the same information as the selection of the context of the same information as the distream Lease Application form. Consequently, the numbering on this form is not always sequential.	40	- China		
	"Standar	d Instream Lease Application form. Consequently, the number of the state of the sta	*	Service		
		Town William J. Water Dight Information	1	Sept.		
		~I~ Ownership and Water Right Information	p.b.	1		
		for a forward leasted at: Township 15		Flai	Code Changed	
	1.1	Lessor #1 is the owner, or authorized agent for owner of property located at: Township 15	# # 1 3		Code Changed	
		Range 10. Section 24 and Tax Lot number 200. If the water right appurtenant to these lands			A Come Changes	-
		is also appurtenant to lands owned by others, then Attachment 1, (tax lot map of lessor's		0.000		
		property) needs to be included.	186	3		
				1		
	1.3	For the lands being leased, list all water rights appurtenant to the lessor's property. Indicate if	3.5	9	*	
		there are any supplemental or overlying rights.	- 350		56	
			1	1		
		Certificeto No. 74135	الرون الرون	•••	######################################	·. ·
			- 86	Ý	AL SA	
٠	1.4	Are some or all of the lands being leased part of a Conservation Reserve Enhancement	ik gr	1000		
	1.4	Program. Yes No	7 A9 1	1		
		Frogram   16a   Marie		adilities.		
		C. E. L. of Till day Tollands. The deciman respondent lance the winter rights sharem on the mon		ROM		
	1.5	Subject Water Rights. Landowner proposes to lease the water rights shown on the map		1		
		attached as Exhibit 5-B (this information may be included on Exhibit 5-A, or an additional map may be	2	A CONTRACTOR		
		strached), (Crosshatch the area of water rights being leased). Attached map(s) must identify property owner,		1,000		
		Township, Range, Section and ¼ ¼, tax lot number, map orientation and scale.	15	ž.	<b>3</b> 44.57	

	1.	R	Sect	1/4 1/4	Tax Lot	Acres	Type of Use	Certificate //	Page(s) #	Priority
	*(Ident	ify pertine	ent page n	umber of	f certificate, i	if certificate than one p	e is greater than leer certificate)	0 pages; identify	priority date	if there is
1.	15	10	24	SW NW	200	10.02	IRR	74135	8	1895
2.	15	10	24	NW SW	200	2.98	IRR	74135	8	1895
3.							IRR	74135		
4.				<del> </del>			IRR	74135		
5.		<del>- </del> .					IRR	74135		
				1	.1	1				

Total number of acres, if for irrigation, by certificate and priority date:  Acre-feet of storage, if applicable: N/A	13.0	agres of 1895
Conditions or other limitations, if any:	14	

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:

541-382-4078

- 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 <u>not</u> 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 <u>September 30, 2005</u>. (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.)

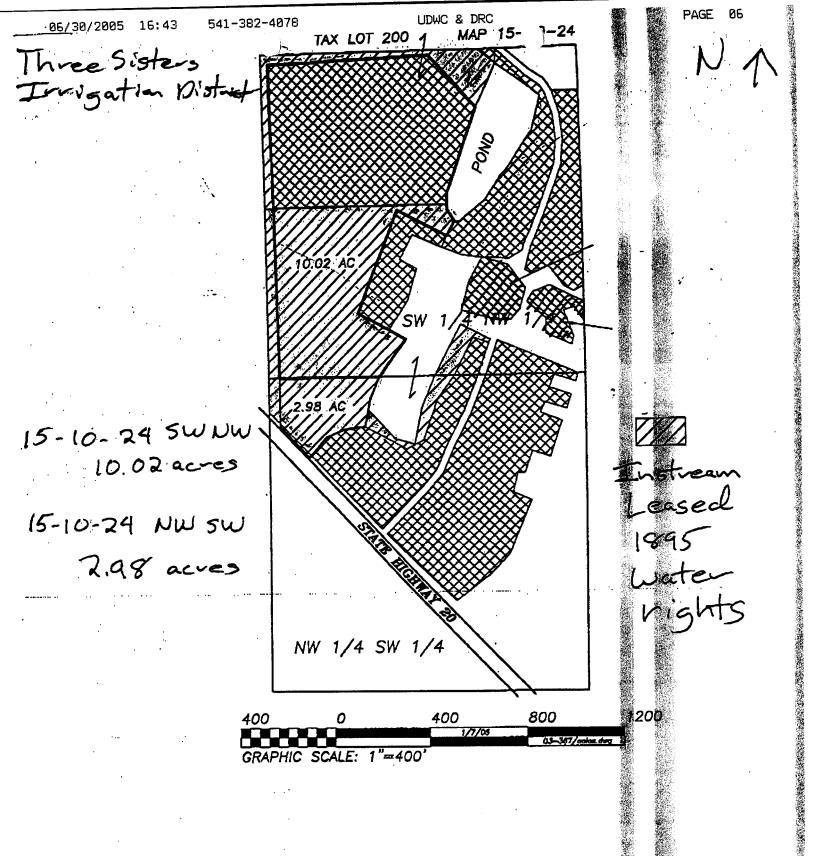
#### ~III~ Other Information

- 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 rightsmay 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

06/30/2005

3 <b>.4</b> .	Suspension of original use. During the period of the lease, the owner agrees we 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 (
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.
Less Kay	#1:
For a	ditional Lessors, type in space for signature and date
· —	4/20/05
Less	Groundwater Mingation Bank
DW)	Groundware Internation Dans
Othe	Attachments As Needed;
	it 5-A: Tax Lot Map of Landowner's Property
Exhi	it 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]
Exhi	it 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).
Exh	it 5-D: Split Season Instream Use Form

UDWC & DRC



Kay Patterson



### Application for Short-Term

### Instream Lease

Attachment 5: Pooled Landowner Form

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

Option Lease	nal Identification by Lessor/Lessee: MITIGATION PROJECT  Agreement Number (assigned by WRD):
This I	Lease Agreement is between:
(Nam (Mail: (City,	or #1 (Landowner): e) Long Hollow Ranch ing address) 71105 Holmes Road State, Zip Code) Sisters, OR 97759 phone number) 541-923-1901
If add	litional landowners, enter landowner information below
form.	The numbering associated with this form corresponds to that found on the "Standard Instream Lease Application" The "Pooled Lease" form and "Pooled Landowner" form(s) are used to provide the same information as the lard 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 11 & 12 and Tax Lot number 101 & 103. 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 ½ ½, tax lot number, map orientation and scale.

Pooled Landowner Form / 1



	T	R	Sect	1/1 1/1	Tax Lot	Acres	- 2		Page(s)#	Priority*
	*(Identi	ify pertine	nt page n	umber of	certificate, i	if certificate than one p	is greater than 1 er certificate)	0 pages; identify	priority date	if there is
1.	14	11	11	NE. NE	101	18	IRR	74135	3	1895
2.	14	11	11	NE.N E	101	1	IRR	74135	3	1904
3.	14	11	11	NW. NE	101	2.5	IRR	74135	3	1904
4.	14	11	11	NW. NE	101	17.5	IRR	74135	3	1895
5.	14	11	11	NE.N W	101	4	IRR	74135	3	1895

Total number of acres, if for irrigation, by certificate and priority date: Total of 61.5 acres (58 acres of 1895 & 3.5 acres of 1904). See attached Additional Pooled Landowner Info Form.

| 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 <u>not</u> 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).

**2.3** Term of lease. This lease shall terminate on <u>September 30, 2005</u>. (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.)

~II~ Instream Water Right Information

#### ~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.

Pooled Landowner Form / 2

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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.  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 (								
	For multiyear leases, lessor <i>shall not</i> 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.								
	or #1: RyB Date: 5.12.05								
For a	dditional Lessors, type in space for signature and date								
Lesse DWE	Date: 4/20/15								
	Attachments As Needed:								
Exhil	bit 5-A: Tax Lot Map of Landowner's Property								
	Detailed map illustrating lands under subject rights to be leased [Exhibits 5-A and 5-B may be combined into a single map]								
Exhil	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)								
Exhil	bit 5-D: Split Season Instream Use Form								

Pooled Landowner Form / 3



JUN 2 9 2005



# Additional Water Right Form For Pooled Landowner

### **Instream Lease**

~I~

### Section 1.1 continued from Pooled Leasing Landowner Form.

**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).

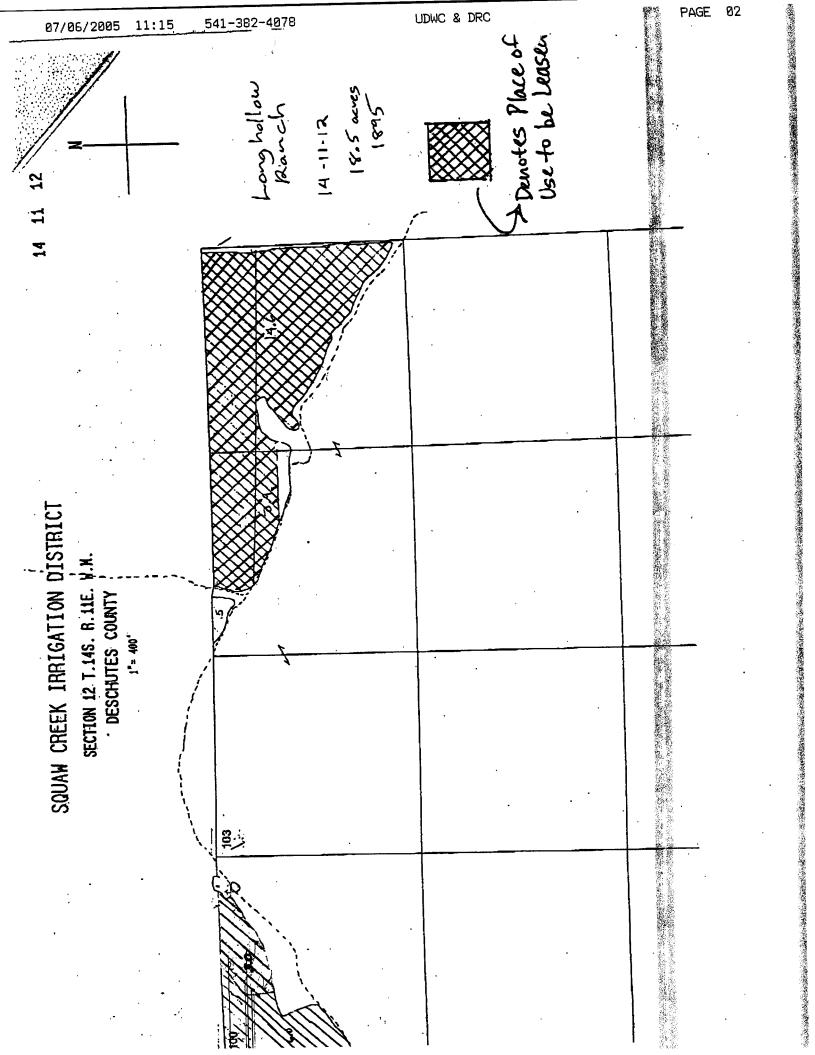
	Т	R	Sect	1/4 1/4	Tax Lot	Acres	Type of Use	Certificate #	Page(s) #	Priority*
•	*(Identi	fy pertine	ent page r	number of	certificate, more	if certificate than one pe	is greater than 1 r certificate)	0 pages; identify	priority date	e if there is
1.	14	11	12	NW. NE	103	3.9	IRR	74135	3	1895
2.	14	11	12	NE.N E	103	14.6	IRR	74135	3	1895
3.										
4.										
5.										1
6.										
7.								:		
8.								-		
9.					-					
10.										

[Attached map(s) must identify property owner, Township, Range, Section and 1/4 1/4, tax lot number, map orientation and scale.]

Total number of acres, if for irrigation, by certificate and priority date: <u>Total of 61.5</u>	acres	(58 acres
of 1895 & 3.5 acres of 1904). see Long Hollow Ranch Lease Form.	_	
Acre-feet of storage, if applicable:		

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JUN 2 9 2005





#### Deschutes River Conservancy Annual Water Leasing Program 2005 Three Sisters 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 DWE Groundwater Mitigation Bank - a project of the Deschutes River Conservancy - for use as a groundwater mitigation lease under OAR Chapter 690, Division 515 for the 2005 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.

Long Hollan Roch, Ry Bo Date: 5.12.05

Landowner

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JUN 2 9 2005



# Application for Short Term Instream Lease Attachment 5: Pooled Landowner Bont

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

Ontion	nal Identification by Lessor/Lessee: MITIGATION PROJEC	
Tease	Agreement Number (assigned by WRD):	
This I	case Agreement is between:	
•	•	
Lesso	r #1 (Landowner):	
Nam	e) Stephen Sparks	
Mail	ing address) 12021 Wetherfield Lane	
(City.	State, Zip Code) Potomac, MD 20834	
(Tele	phone number) 301-869-1842	
	1 day and information below	
If add	litional landowners, enter landowner information below	
Mate: 5	The numbering associated with this form corresponds to that found on the	no "Sangari inatraati Laga" Spalifation
	The state of the s	
"Stand	ard Instream Lease Application" form. Consequently, the numbering on	a this government of a large a section page.
	~I~ Ownership and Water Right In	itormanon
		monarty ocased as Township No. 2015 Changed
1.1	Lessor #1 is the owner, or authorized agent for owner of p Range 12 Section 07 & 18 and Tax Lot number 1102. If	the water right appurentation tiese
	lands is also appurtenant to lands owned by others, then A	ttachment travial planet Di
	lands is also appunchant to lands owned by outers, men a	
	lessor's property) needs to be included.	
1.3	For the lands being leased, list all water rights appurtenant	it to the lessor's property. Indicate if
1.5	there are any supplemental or overlying rights.	
	fricing are any ambitonisment of overshing in Series	
	Certificate No. 74135	
1.4	Are some or all of the lands being leased part of a Conservation	vetion Reserve Enhancement
•••	Program.  Yes No	
1.5	Subject Water Rights. Landowner proposes to lease the	water-nights allowing on the map
-	attached as Exhibit S-B (this information may be included on Ex	chibilis/Airor an additional map may be
	attached). (Crosshatch the area of water rights being leased). Attache	ed min't must distilly properly aways.
	Township, Range, Section and 1/2 1/4, tax lot number, map orientation	and scale

Pooled Landowner Form / 1

2.3

1		18	Sect	S. S.	TaxLot	Acres	Type of Use	Certificate W. Pangelst W. Prontis
	*(ident	ify pertine	ent page r	umber of	certificate,	if certificate than one p	e is greater than the contificate)	O page go identify promise calls of them.
1.	14	12	18	SW	1102	6.0	IRR	74(3)
2.	14	12	18	SW NW	1102	2.5	IRR	74335 6 33555
3.	14	12	18	NE NW	1102	27.5	IRR	74)38 6 1895
4.	14	12	18	NW NW	1102	32.0	IRR	7483
5.	14	12	18	SE NW	1102	38.0	IRR	7881 6 8 July 1

(200	Tota	al number of acres, if for irrigation, by certificate and prior of Additional Landowner Info form)	vidate: <u>129 0 acres of 1395</u>
44.	Act	e-feet of storage, if applicable:	A second
		ditions or other limitations, if any:	
If yo	u need	to enter another leased right, please use the Additional Lan	downer Water Rights Ecritic
1.6	Valid	lity of rights, Lessor(s) attests (mark one) that:	
	X	The water has been used over the past five years according the owner's water right certificate or as an instream water.	ight or
		The water has <u>not</u> been used over the past five years according of the owner's water right certificate, however forfeiture under ORS 540.610(2)(_)(include necessary sup Attachment 3).	he water right is not subject to
		~II~ Instream Water Right Informat	lon .

### ~III~ Other Information

the Pooled District Form and this form, the Pooled District Form will be the official term of the wase

Term of lease. This lease shall terminate on September 30, 2005. (If there is a conflict bety

- Accuracy. The Undersigned Lessor/s, Lessee and Trustee degarethan so the cest at their knowledge and belief, the information contained in this lease in the contect and complete it 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 690-677.

Exhibit 5-C:

Exhibit 5-D:

checked)

Split Season Instream Use Form

3,3	Precedent. If a right which has been leased is later proposed to an instream use under ORS 537.348 and OAR 690-077-0074 new injury review shall be required, and a prior short term leasest	e estes: 10/4:553 15-11 (15)		
	the amount of water to be leased or transferred instream.	4.8		
3.4	the amount of water to be leased or transferred instream.  Suspension of original use. During the period of the lease, there	ymer ett se		
317	Suspension of original use. During the period of the lease, also of water allowed under the subject water rights and under any water allowed under the subject water rights and under any water allowed under the subject water rights and under any water allowed under the subject water rights and under any water allowed under the subject water rights and under any water allowed under the subject water rights and under any water rights are rights and under any water rights and under any water rights are rights.	ter right and		
	to the subject water rights. In the event that a supplementary	is tiBite to some	*****	$F_{g}(t)$
	lease, it may be subject to forfeiture.	10 AU 1	10700	200
	- 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1		. viela	e National Inc.
3.5	Termination provision.	alaa sha lake	e each veat	bnor
	Termination provision.  For multiyear leases, lessor shall have the option of termination provision.			
	to the lease being exercised (), with 30 days Department provided by the Irrigation District, Other Was		at while of	
	Department provided by the Irrigation District, Oriel was different than Department). The lessor must contact the		ici. Olama	aper .
	Purveyor, or Lessee (if different than Department) to india	e der me	est in term	raing
	1 1		第一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个	3-1-1-1-1-1-28
	For multipast leases lessor shall not have the option of the	ministing the	lease-each	rear, :
	prior to the lease being exercised, with written notice to the		ting a second	
3.6	Modification to prevent injury. Allocation of water to the inst	reim use dei	scribed in S	ecrion
3.0	A C. 1. See the seems of this lease is not resemble CYDCCCC LOWER	1878 1 - Marie 1888 1883 1883		<b>新发展的</b>
	use water from the same source. If injury is found after this	se is algres.	tre lesse to	ay.bc
	modified or serminated to prevent injury.			
		\$//2/4	•	
Less	or #1: Date:			<del>-</del>
	-			
For a	additional Lessors, type in space for signature and date			
_	- How my O	5/13/0		
Less	ee: Date	<del>-7/4-</del>		-71
	- / /			
Othe	r Attachments As Needed:			
	hit S-A: Tax Lot Map of Landowner's Property			
Exhi	ibit 5-B: Detailed map illustrating lands under subject rights	to be leased	Exhibition:A	and 5-B

Supporting documentation indicating why a right walld and not auticated

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



### Adeition This exercises as

CLASTO COMPLETE STATE

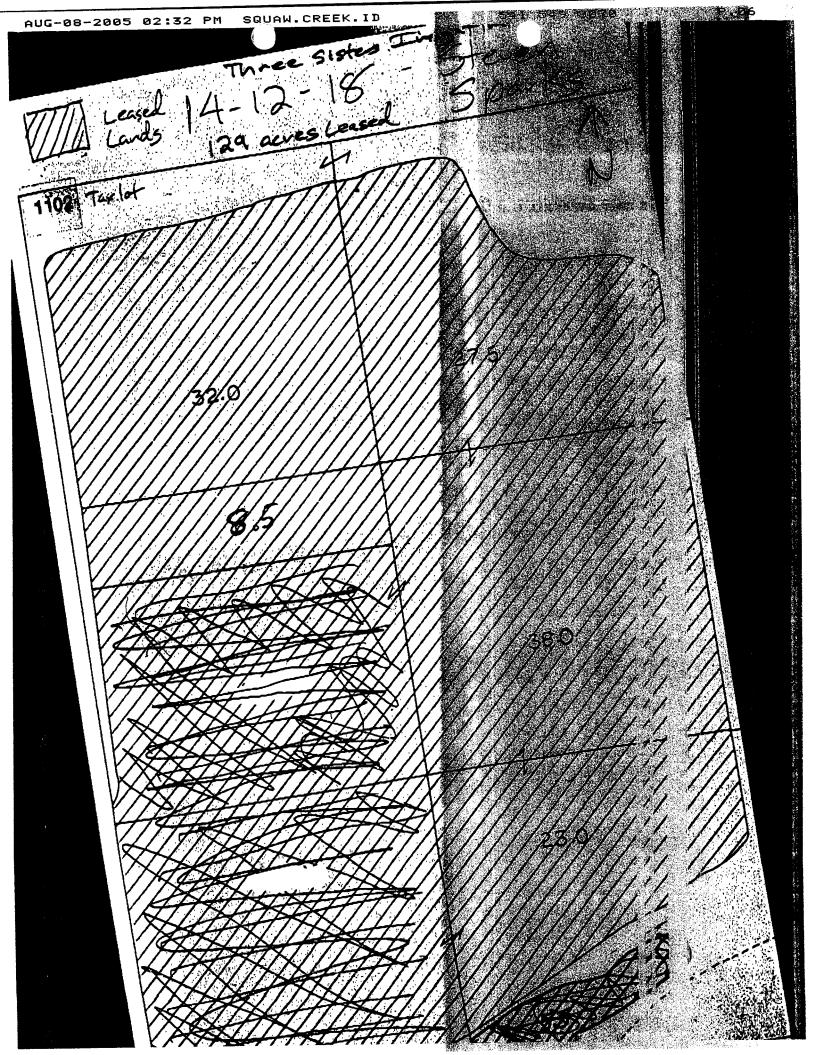
### Section 1.1 continued from Pooled Leasing Landown Form

Subject Water Rights. Landowner proposes to lease the water straits subject water rights. Exhibit 5-B (this information may be included on Exhibit 5-A 5, an additional map mayors stately is) (Crosshatch the area of water rights being leased).

		K	Sect	V4 V4	Tax Lot	Acres	Type of Use	Certificate #	200 C C C C C C C C C C C C C C C C C C	Priority
	*(Identi	fy pertine	ent page I		certificate,	if certificate			1962 St	if there is
	14	12	18	NE.S W	1102	23.00	A STATE OF THE STATE OF	54 85.	16	1895
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								a sala sala an	<u></u>	10 10 10 10 10 10 10 10 10 10 10 10 10 1
								li e en Talon		
0.								Arzaniomi		entation

scale.] Total number of acres, if for irrigation, by certificate and priority date: Total of 128 60.1

(See Sparks Lease Form). Acre-feet of storage, if applicable:





### Deschutes River Conservancy Annual Water Leasing Program 2005 Three Sisters Irrigation District

Participating landowners represent and warrant that they own the land to which the errights are appurtenant, that they have the authority to lease the water rights, the the rights are free and clear of liens, claims or encuribrances that restrict landswint is a ty to enter into the lease and that, to the best of their knowledge, the water rights are in beneficially used over the past five years and are valid and enables to be descri-

Landowner agrees to lease their water rights to the DWE Groundwater Mingat in E. 2 a project of the Deschutes River Conservancy - for use as a groundwater mitig. in in security and consider that the 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 star Resources Department. The District shall thereupon promptly credit the lando mer account.

Landowner

Date



541-382-4078

### Application for Short-Term

### Instream Lease

Attachment 5: Pooled Landowner Form

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

Ordion	al Identification by Lessor/Lessoe: MITIGATION PROJECT	
Lease.	Agreement Number (assigned by WRD):	
This L	ease Agreement is between:	
Lesso	r #1 (Landowner):	
(Name	Bruce Resnick	
Maili	ng address) P.O. Box 268	
(City.	State, Zip Code) Sisters, OR 97759	
(Teles	hone number) 541-923-4727	
•		
If add	itional landowners, enter landowner information below	
	The numbering associated with this form corresponds to that found on the "Standard Instream Lease Application" The "Pooled Lease" form and "Pooled Landowner" form(s) are used to provide the same information as the ard 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 17 and Tax Lot number 200. 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 Chang
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 Conscrvation 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 % ¼, tax lot number, map orientation and scale.	

Pooled Landowner Form / 1

				7. V.	Tax Lot	Acres	Type of Use	Certificate#	Page(8) #	Priority
	*(Ident	ify pertine	ent page n	umber of	certificate, i	f certificate	e is greater than ler certificate)	0 pages; identify	priority date	if there i
1.	15	11	17	NW NW	200	36.0	IRR	74135	11 ***	1895
2.	15	11	17	NE NW	200	11.0	IRR	74135	11	1895
	<del></del>		+	1			IRR	74135		ļ
3.		_	<del></del>	+	+		IRR	74135		<u> </u>
4.						+	IRR	74135		
5.					<u> </u>					

Total number of acres, if for irrigation, by certificate and priority date: 4/ as Acre-feet of storage, if applicable: N/A	Cres 01 1893
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:

541-382-4078

- 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 <u>not</u> 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).

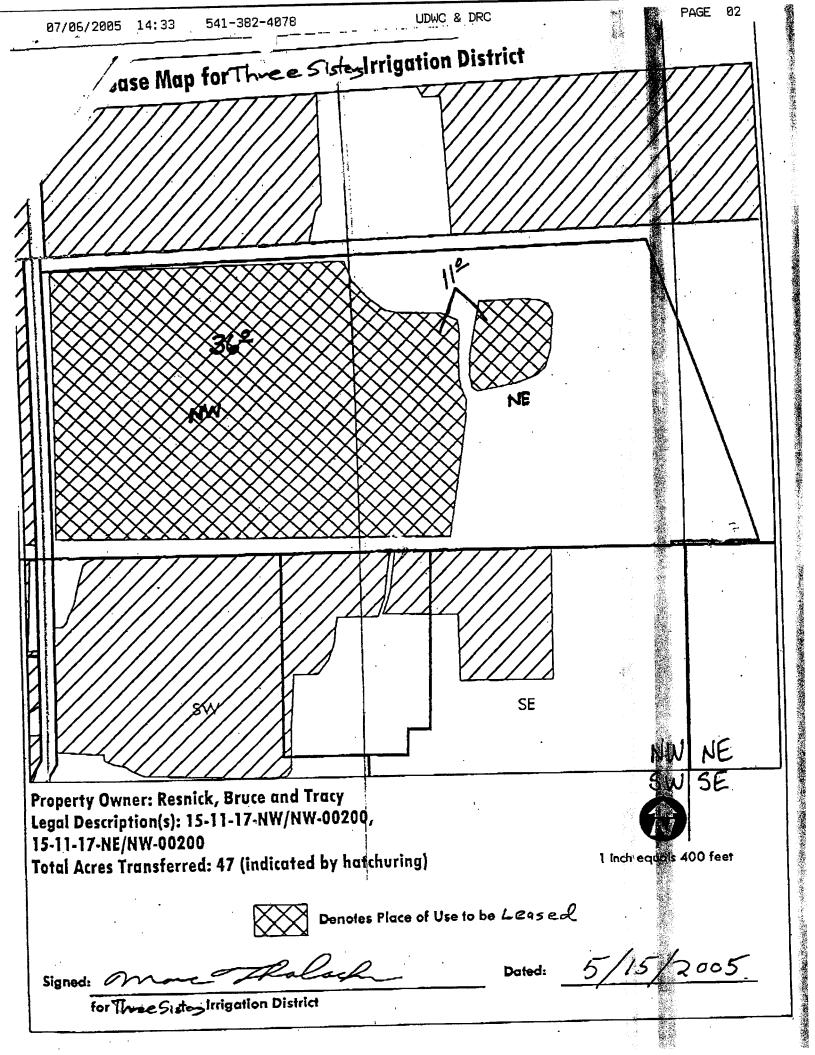
### ~II~ Instream Water Right Information

2.3 Term of lease. This lease shall terminate on <u>September 30, 2005</u>. (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

<b>3.4</b>	of water allo	of original use. During the period of the lease, the owner agrees to suspend use tweed under the subject water rights and under any water right that is supplemental at water rights. In the event that a supplemental water right is not part of this to be subject to forfeiture.
3.5	To me to the land difference Purvey the less	on provision.  Illiyear leases, lessor shall have the option of terminating the lease each year, prior lease being exercised (
3.6 Less	Modificat 2.2 during	tion to prevent injury. Allocation of water to the instream use described in Section the term of this lease is not reasonably expected to cause injury to other rights to from the same source. If injury is found after this lease is signed, the lease may be at terminated to prevent injury.  Date:
Less		Date: 4/2 5/65
Exh Exh	er Attachmen ibit 5-A: ibit 5-B: ibit 5-C:	ts As Nocded:  Tax Lot Map of Landowner's Property  Detailed map illustrating lands under subject rights to be leased [Exhibits 5-A and 5-may be combined into a single map]  Supporting documentation indicating why a right is valid and not subject to
· Exh	nibit 5-D:	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)  Split Season Instream Use Form



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#### Deschutes River Conservancy Annual Water Leasing Program 2005 Three Sisters 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 DWE Groundwater Mitigation Bank - a project of the Deschutes River Conservancy - for use as a groundwater mitigation lease under OAR Chapter 690, Division 515 for the 2005 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: C 5/05

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Three Sisters Irrigation District 68000 Hwy. 20 W ~ P. O. Box 2230 Sisters, Oregon 97759 541-549-8815 ~ Fax 541-549-8070

May 11, 2005

Dear Instream Leasing Participant,

c Thalass

Three Sisters Irrigation District and the Deschutes River Conservancy have come up with a plan that will allow you to participate in the instream leasing program. The DRC will cover the cost of pumping well water into the districts main canal which will cover the instream lease. Due to this years drought conditions, participants will only be able to lease ½ to 1 acre foot instream. Participants will receive a credit of \$3.50 to \$7.00 against the \$15.00 per acre minimum delivery charge. All participants will be billed \$150.00 for mapping and application processing.

Please sign the enclosed documents, fax or drop by the signature pages; these must be received in our office by the end of the day Friday May 13<sup>th</sup> 2005, and then mail or drop off the originals to the district office. If you have any questions please call me on my cell phone at 541-419-5850.

Thank you,

Marc Thalacker

JUN 2 9 2005

WATER RESOURCES DEPT SALEM, OREGON



### Application for Short-Term

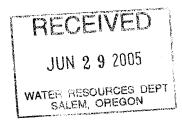
### Instream Lease

Attachment 5: Pooled Landowner Form

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

	nal Identification by Lessor/Lessee: MITIGATION PROJECT Agreement Number (assigned by WRD):
This L	ease Agreement is between:
(Name (Maili (City, (Telep	r #1 (Landowner):  e) Marc & Pamela Thalacker  ng address) 70625 Lower Bridge Way  State, Zip Code) Terrebonne, OR 97760  hone number) 541-923-6227
lf addi	tional landowners, enter landowner information below
form. T	he numbering associated with this form corresponds to that found on the "Standard Instream Lease Application" The "Pooled Lease" form and "Pooled Landowner" form(s) are used to provide the same information as the rd Instream Lease Application" form. Consequently, the numbering on this form is not always sequential.
	~I~ Ownership and Water Right Information
1.1	Range 12, Section 07, 17, & 18 and Tax Lot number 1401. 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 ½ ½, tax lot number, map orientation and scale.

Pooled Landowner Form / 1



	T	R	Sect	V4 V1	Tay Lot	Acres	Type of Use	Certificate#	Page(s) #	Priority*
	*(Ident	ify pertine	nt page n	umber of	certificate, i	if certificate than one p	is greater than 1 er certificate)	0 pages; identify	priority date	if there is
1.	14	12	18	NE. NE	1401	40.50	IRR	74135	6	1895
2.	14	12	18	SW. NE	1401	37.00	IRR	74135	6	1895
3.	14	12	18	SE. NE	1401	32.50	IRR	74135	6	1895
4.	14	12	17	SW. NW	1401	32.50	IRR	74135	6	1895
5.	14	12	18	NW. SE	1401	01.50	IRR	74135	6	1904

To	tal number of acres, if for irrigation, by certificate and priority date: <u>Total of 180.0 acres</u> es of 1895 & 1.5 acres of 1904). See attached Addtl. Landownder Info Form
1/8.5 acr Ac	re-feet of storage, if applicable:
· Co	nditions or other limitations, if any:
If you nee	d to enter another leased right, please use the Additional Landowner Water Rights Form.
1.6 Vali	dity 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 <u>not</u> 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

### the Pooled District Form and this form, the Pooled District Form will be the official term of the lease.) ~III~ Other Information

2.3

**Term of lease.** This lease shall terminate on September 30, 2005. (If there is a conflict between

- 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.

Pooled Landowner Form / 2

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3.3	Precedent. If a right will 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	<ul> <li>Termination provision.</li> <li>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.</li> <li>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.</li> </ul>									
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.									
	#10 March Date: 6/20/05									
For ade	ditional Lessors, type in space for signature and date									
Lessee										
DWE 0	Groundwater Mitigation Dank									
	Attachments As Needed:									
Exhibit Exhibit										
EXIIIDI	t 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	t 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)									

Pooled Landowner Form / 3

Split Season Instream Use Form

Exhibit 5-D:





# Additional Water Right Form For Pooled Landowner

### **Instream Lease**

~I~

### Section 1.1 continued from Pooled Leasing Landowner Form.

**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).

	Т	R	Sect	1/4 1/4	Tax Lot	Acres	Type of Use	Certificate #	Page(s)#	Priority*
	*(Ident	ify pertin	ent page 1	number of			e is greater than ler certificate)	0 pages; identify	priority date	if there is
1.	14	12	07	SE/S E	1401	11.5	IRR	74135	6	1895
2.	14	12	07	SW/S E	1401	4	IRR	74135	6	1895
3.	14	12	18	NW/ NE	1401	5.5	IRR	74135	6	1895
4.	14	12	18	NW/S E	1401	15	IRR	74135	6	1895
5.					<b>\</b>					
6.										
7.										
8.										
9.										
10.										

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

Total number of acres, if for irrigation, by certificate and priority date: Total of 180 (178.5 acres of
1895 & 1.5 acres of 1904) see Thalacker Lease Form.
Acre-feet of storage, if applicable:

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in Lease N	Nap for Louaw	Creek Irrigat	ion Distr		
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roperty Owner: Tha egal Description(s):	lacker, Marc and 1 14-12-07-SW/SF-0	Pamela 11401 14.12.07.5		JUN 2 9 2005	
4-12-18-NW/NE-014	01, 14-12-17-SW/	NW-01401	1	TER RESOURCES DE	
otal Acres: 178,5 ac.	(1895)		VVA	SALEM, OREGON	•
105 ac	(1904)	Denotes Place of U	se to be Leaser	1 inch equal	s 1000 f
				,	,
Signed:	n Pal	ach	Dated:	2/26/	04
	ek Irrigation District		<del></del>	, , , , , , , , , , , , , , , , , , , ,	



#### Deschutes River Conservancy Annual Water Leasing Program 2005 Three Sisters 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 DWE Groundwater Mitigation Bank - a project of the Deschutes River Conservancy - for use as a groundwater mitigation lease under OAR Chapter 690, Division 515 for the 2005 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:

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JUN 2 9 2005