



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

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: 2454 (Mitigation Project)
Lease Agreement Number (assigned by WRD): L-753/MP-87

This Lease Agreement is between:

Lessor #1:

(Name) Arrowood Development
(Mailing address) 250 NW Franklin Ave, Suite 203
(City, State, Zip Code) Bend, OR 97701
(Telephone number) _____
(Email address) _____

Lessor #2, 3, etc.

Central Oregon Irrigation District
2598 N Hwy 97
Redmond, OR 97756
(541) 548-6047
Email address: lauraw@coid.org

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

Lessee (if different than Oregon Water Resources Department):

(Name) Deschutes Water Exchange Mitigation Bank
(Mailing address) 700 NW Hill
(City, State, Zip Code) Bend, OR 97701
(Telephone number) (541) 382-5186
(Email address) ghubert@deschutesrc.org

Trustee:

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

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~I~ Ownership and Water Right Information

1.1 Lessor #1 is the owner, or authorized agent for owner of property located at: Township 15
S, Range 13 E, Section 17 and Tax Lot number
1302, 1304, 1306, 1307, 1308. 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.

1.2 Lessor #2 is the (Check one):

Not applicable

Official representative of Central Oregon Irrigation District, the irrigation district which conveys water to the subject water rights.

Another party with an interest in the subject water rights representing _____.

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. 76358 & 76714

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.: 76358

Priority date: October 31, 1900 and December 2, 1907 Type of use: Irrigation

Legal Season of Use: April 1 to November 1

Is the entire water right certificate being leased? Yes No

If no, list the acres of the subject water right by legal description of township, range, section, and ¼ ¼ which will be dried up as part of this lease, and include a map (Attachment 2) showing the lands which will not receive water.

Place of use: T S, R E, Section , ¼ ¼ - acres to be leased

Enter additional places of use here, using format above:

15-13-17 NW NW TL 1302 - 6.70 acres

15-13-17 NW NW TL 1304 - 2.00 acres

15-13-17 NW NW TL 1306 - 1.00 acres

15-13-17 NW NW TL 1307 - 4.00 acres

15-13-17 NW NW TL 1308 - 1.00 acres (Since HB3111, 0.7 acres has been transferred on through T-9020, Final Proof ordered on 03-28-2005.)

Page 37 (Identify page number of certificate, if certificate is greater than 10 pages.)

Number of acres being leased, if for irrigation: (POD #11) 14.70

Acre-feet of storage, if applicable: 0

Maximum rate associated with subject water rights (cfs):

October 31, 1900: Season 1: 0.184 Season 2: 0.245 Season 3: 0.323

December 2, 1907: Season 3: 0.130

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

Maximum duty associated with subject water rights (ac-ft): 145.68

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

Conditions or other limitations, if any: None

If you need to enter another leased right, please use the additional 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

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- 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

2.1 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:

Deschutes River

Tributary to Columbia 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 may 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): POD # 11 to Lake Billy Chinook

Maximum volume in acre-feet: October 31, 1900: 80.12

Rate in cfs: October 31, 1900: Season 1: 0.101 Season 2: 0.135 Season 3: 0.250

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

Conditions to prevent injury, if any:

- None
 The instream flow will be allocated on a daily average basis up to the described rate from April 1 through October 26.
 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 October 31, 2010.

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.

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3.1
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~III~ Other Information

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 (April 1st), 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 #1: *[Signature]* - President Date: 5-1-06
Arrowood Development

For additional Lessors, type in space for signature and date
[Signature] Date: 5-2-06
Central Oregon Irrigation District

Lessee: *[Signature]* Date: 6/19/2006
Deschutes Water Exchange 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).

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After Recording return to:
Central Oregon Irrigation District
 1055 S.W. Lake Court
 Redmond, OR 97756

MAIL TAX STATEMENT
TO: NO CHANGE

QUITCLAIM DEED

FOR TRANSFER OF INTEREST IN A WATER RIGHT

Grantor, Chet Antonsen as to Parcel I and Parcel II and Parcel V; Floyd C. Antonsen aka Chet Antonsen as to Parcel III and Parcel IV, releases and quitclaims to Arrowood Development, LLC, Grantee, all rights, title and interest in the following: By this agreement, Grantor, the owner of the lands listed in Exhibit A, release their claim and responsibility for 14.70 acres of Central Oregon Irrigation District ("COID") water rights that are appurtenant to the lands listed in Exhibit A, to Grantee. The water right in question is further described as a portion of Certificate # 76358, priority date of Oct. 31, 1900 and Dec. 2, 1907 and Certificate # 76714, priority date of Feb. 28, 1913, located on land commonly known as: 15-13-17 NW NW 1302 (6.70 acres irrigation); 15-13-17 NW NW 1304 (2.0 acres irrigation); 15-13-17 NW NW 1306 (1.0 acres irrigation); 15-13-17 NW NW 1307 (4.0 acres irrigation); 15-13-17 NW NW 1308 (1.0 acres irrigation) and more particularly described as in Exhibit A, attached, and incorporated by this reference.

Grantee may elect to complete a transfer application with COID consent and submit it to the Water Resources Department for approval of use of the water rights at a new location and/or use.

By entry of this deed, Grantor hereby notifies any subsequent purchaser of the lands listed in Exhibit A that Grantor, as owner of the subject land, approved the transfer (including a change in the place and type of use and point of diversion) of the water rights that are appurtenant to the subject land; and that upon completion of a transfer, by election of COID, the subject land no longer will have appurtenant water rights.

Furthermore, upon signing of this agreement, Grantor shall no longer be liable for any district assessment or charges pertaining to the 14.70 acres of water rights incurred.

This agreement is binding upon the heirs, executors, administrators, successors, and permitted assigns of the parties to this agreement.

Consideration for this Quitclaim: True and Valuable Consideration

Grantor: *Chet Antonsen*

Date 4.28.06

Chet Antonsen

State of Oregon)
) ss.
 County of Deschutes)

This instrument was acknowledged before me on April 28, 2006 by Chet Antonsen.

Janet E. Read
 Notary Public



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Grantee:

John Johnson - President
Arrowood Development LLC

Date 5-1-06

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on May 1, 2006 by Leah Witmer
as Office Manager for Arrowood Development LLC.

Leah Witmer
Notary Public



Approved:

Steven C. Johnson Secretary-Manager Central Oregon Irrigation District

Date _____

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on _____ by Steven C. Johnson as Secretary-Manager
for Central Oregon Irrigation District.

Notary Public

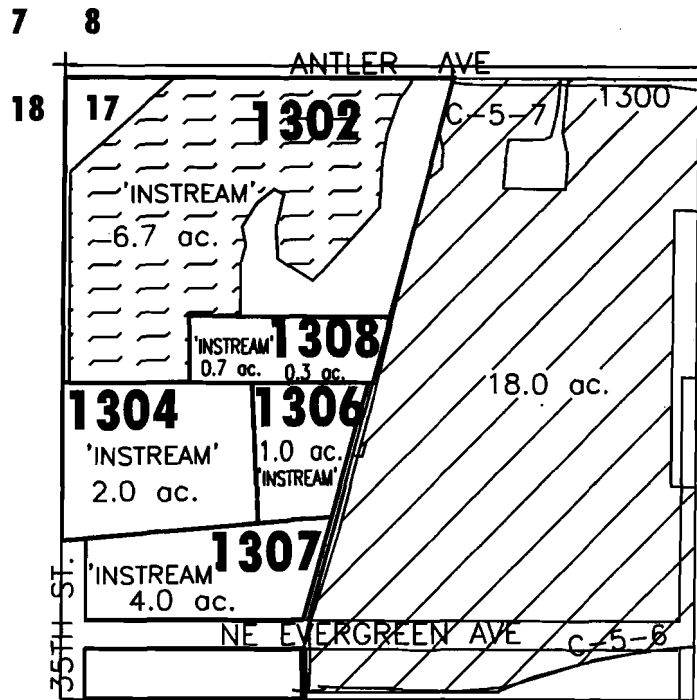
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**DESCHUTES COUNTY
SEC. 17 T15S. R13E. W.M.**

SCALE - 1" = 400'



NW 1/4 OF THE NW 1/4



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	'INSTREAM' LANDS
	EXISTING WATER RIGHTS
# ac.	'INSTREAM' LAND PARCELS
# ac.	PARCELS W/ WATER RIGHTS



APPLICATION FOR 5YR INSTREAM LEASE

NAME: ARROWOOD DEVELOPMENT

TAXLOT #: 1302, 1304, 1306, 1307, 1308 14.7 ACRES INSTREAM

DATE: 4-13-2006

FILE NO: E:\TRANSFER\INSTREAM\INSTRM06\5YR\ARROWOOD DEVELOPMENT