

# 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.

Optional Identification by Lessor/Lessee:  Lease Agreement Number (assigned by WRD):	
This Lease Agreement is between:	
Lessor #2: Irrigation District or Other Water Purveyor	
(Name) North Unit Irrigation District (Mailing address) 2024 NW Beech Street	
(O': O : 7' O 1 ) ) ( ) OD OFF!!	
(City, State, Zip Code) Madras. OR 97741	
(Telephone number) <u>(541) 475-3652</u>	
(Email address) <u>nuid@palmain.com</u>	
The water right to be leased is located in <u>Jefferson</u> County.	
Lessee (if different than Oregon Water Resources Department): (Name) Deschutes River Conservancy	
	Access to the second
(Mailing address) PO Box 1560 (City, State, Zip Code) Bend, OR 97709	RECEIVED
(Telephone number) (541) 382-4077	HEGEIVED
(Email address)	APR 1 9 2005
Trustee:	WATER RESOURCES DEP
Oregon Water Resources Department	SALEM, OREGON
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 <u>North Unit Irrigation District</u> , the irrig conveys water to the subject water rights.	gation district, which
Another party with an interest in the subject water rights represen	tino
☐ Not applicable.	
1.3 For the lands being leased, list all water rights appurtenant to the less if there are any supplemental or overlying rights.	or's property. Indicate
Certificate No. 72279	

1.4	Are some or all of the lands being leased part of a Conservation Reserve Program.   Yes  No	Enhancement					
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.: 72279	RECEIVED					
	Priority date: 02/18/13 Type of use: Irrigation  Legal Season of Use: April 1 - October 31	APR 1 9 2005					
	If an irrigation right, total number of acres to be leased: 39.2	WATER RESOURCES DE					
	Total acre-feet of storage to be leased, if applicable:	SALEM, OREGON					
	Maximum rate associated with subject water rights (cfs) being leased:						
	If there is more than one rate associated with a water right, describe belo						
	Season 1 (cfs) .49 Time period: April 1 - October 31						
	Season 2 (cfs) Time period: Season 3 (cfs) Time period:						
	Maximum duty associated with subject water rights (ac-ft): 205.8						
	Maximum duty associated with subject water rights (ac-it). 203.8						
	Conditions or other limitations, if any: The District only allows a 2 acreminimum before an excess charge is calculated, therefore we will only b Instream the minimum usage.						
	If you need to enter another leased right, please use the additional water	rights form.					
	~II~ Instream Water Right Information						
2.1	70.111 2011 1 2011 2011 2011 2011 2011						
2.1	<b>Public use.</b> This lease will increase streamflows, which will benefit:	111111111111111111111111111111111111111					
	⊠ 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 descri	hed as follows:					
	Deschutes River	oca as romows.					
	Tributary to Columbia in the Deschutes Basin.						
	Describe the point of diversion (POD) and any associated reach(es) of the being created. If possible list the reach by river mile. If no reach is identified only one POD listed on the certificate, the lease will be processed to be proposed to be proposed. (If more than one POD is listed on the certificate, then the POD areach(es) must be identified): North Canal Dam (river mile 164.6) to Lake	rified, and there is protected at the and any associated					
	river mile 119.0						
	Maximum volume in acre-feet: 78.4						
	Rate in cfs: 23 -259						
	(Use the section below to indicate a more restrictive period of use than allowed by the	vater right.)					
	Rate in cfs:Rate in cfs:	•					
	Rate iii cis.						
	Conditions to prevent injury, if any:						
	□ None						
	☐ The instream flow will be allocated on a daily average basis up to the	described rate					
	from May 1, 2005 through <u>September 30, 2005</u> . (153	_					

	40	40	RECEIVED
	Other (describe):		APR 1 9 2005
	If you need to enter more instream uses, please us	e the additional wa	WATER RESOURCES DEP
2.3	Term of lease. This lease shall terminate on 10/0	)1/2005 .	
2.4	Flow protection. The Trustee will regulate use of appropriation and the agency enforcement guidance point of diversion, and through the reach past juni sufficient to meet the demand under priority date. As part of regulation activities the watermaster or diversion and place of use for the water rights invecentinuously measure the flow of the waterway defined as the continuously measure the flow of the waterway defined appropriation.	ce, to assure the wa for downstream uses of the new instream a designee has acce- olved in this lease.	ter is delivered to the rs, so long as flow is use (see section 2.2). ess to the point of No party is required to
	~III~ Other Inform	nation	
3.1	Accuracy. The Undersigned Lessor/s, Lessee and knowledge and belief, the information contained if after the lease is signed, any information is determodified or terminated. This lease only exercises of the lease; it shall not be construed to overcome otherwise be subject to forfeiture for nonuse pursuatime prior to the execution of the lease.	on this lease is true, armined to be false, the water rights be any claim that the	correct and complete. the lease may be ing leased; for the term water right may
3.2	<b>Lease.</b> All Lessors agree to lease the water rights of this Agreement through Lessee to Trustee, the pursuant to the provisions of ORS 537.348(2) and	Oregon Water Reso	urces Department,
3.3	<b>Precedent.</b> If a right which has been leased is late transferred to an instream use under ORS 537.348 077-0075 a new injury review shall be required, a precedent for the amount of water to be leased or	3 and OAR 690-077 and a prior short term	- 0070 or OAR 690- m lease shall not set a
3.4	Suspension of original use. During the period of of water allowed under the subject water rights an supplemental to the subject water rights. In the expart of this lease, it may be subject to forfeiture.	d under any water r	right that is
3.5	Termination provision.  ☐ For multiyear leases, lessor shall have the opti prior to the lease being exercised (	), with 30 day wo	ritten notice to the ng the lease each year,
3.6	Modification to prevent injury. Allocation of was Section 2.2 during the term of this lease is not rearrights to use water from the same source. If injury lease may be modified or terminated to prevent in	sonably expected to y is found after this	cause injury to other

**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:	set o lungungs	Date:	4/15/05	
	North Unit Irrigation District		, ,	

Other Attachments as Needed:

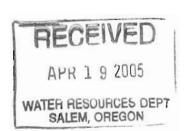
Attachment 1: Tax Lot Map of Lessor's Property (required if landowner is not the sole landowner to lands for which the subject water rights are appurtenant)

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





## Instream Lease

Attachment 5: Pooled Landowner 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.

-	nal Identification by Lessor/Lessee:	
This l	Lease Agreement is between:	
	or #1 (Landowner):	DECEMBER
•	e) Jefferson County	RECEIVED
	ing address) P.O Box 237 State, Zip Code) Madras, OR 97741	APR 1 9 2005
	phone number) (541)325-5050	
	il address)	WATER RESOURCES DEPT SALEM, OREGON
	itional landowners, enter landowner information below	
form. "Stand	The numbering associated with this form corresponds to that found on the "Standard I The "Pooled Lease" form and "Pooled Landowner" form(s) are used to provide the sard Instream Lease Application" form. Consequently, the numbering on this form is ~I~ Ownership and Water Right Information	ame information as the not always sequential.
1.1	Lessor #1 is the owner, or authorized agent for owner of property loc Range 13, Section 14 and Tax Lot number 200. If the water right ap is also appurtenant to lands owned by others, then Attachment 1, (tax property) needs to be included.	purtenant to these lands
1.3	For the lands being leased, list all water rights appurtenant to the less there are any supplemental or overlying rights.	or's property. Indicate if
	Certificate No. 72279	
1.4	Are some or all of the lands being leased part of a Conservation Rese Program.   Yes No	erve Enhancement
1.5	Subject Water Rights. Landowner proposes to lease the water rights attached as Exhibit 5-B (this information may be included on Exhibit 5-A, or a attached). (Crosshatch the area of water rights being leased). Attached map(s) mus Township, Range, Section and 1/4 1/4, tax lot number, map orientation and scale.	an additional map may be

HECEIVED	APR 1 9 2005	WATER RESOURCES DEPT SALEM OREGON

2.3

T	R	Sect	1/4 1/4	Tax Lot	Acres	Type of Use	Certificate #	Page(s) #	Priority*
*(Iden	tify pertin	ent page 1	number o				0 pages; identify	priority date	if there is
11	13	14	NW NE	200	1.7	Irrigation	72279	1724 (LKS)	2/28/1913
	*(Iden	*(Identify pertin	*(Identify pertinent page 1	*(Identify pertinent page number o	*(Identify pertinent page number of certificate, i	*(Identify pertinent page number of certificate, if certificate more than one p	*(Identify pertinent page number of certificate, if certificate is greater than 1 more than one per certificate)	*(Identify pertinent page number of certificate, if certificate is greater than 10 pages; identify more than one per certificate)  NW 200 1 7 Irrigation 72279	*(Identify pertinent page number of certificate, if certificate is greater than 10 pages; identify priority date more than one per certificate)    11

Total number of acres, if for irrigation, by certificate and priority date: 1.7
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).

### ~II~ Instream Water Right Information

Term of lease. This lease shall terminate on October 50, 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.)

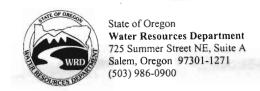
#### ~III~ Other Information

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	of water all to the subj	lowed under the subject water rights and under any water right that is supplemental ect water rights. In the event that a supplemental water right is not part of this ay be subject to forfeiture.
3.5	For m to the Depar differe Purve the lea	ultiyear leases, lessor <i>shall</i> have the option of terminating the lease each year, prior lease being exercised (), with 30 day written notice to the tment provided by the Irrigation District, Other Water Purveyor or Lessee (if ent than Department). The lessor must contact the Irrigation District, Other Water yor, or Lessee (if different than Department) to indicate their interest in terminating ase agreement.  ultiyear leases, lessor <i>shall not</i> have the option of terminating the lease each year, to the lease being exercised, with written notice to the Department.
3.6	2.2 during use water is modified or	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 or terminated to prevent injury.
Lessor		on County
For ad	ditional Les	sors, type in space for signature and date
Lessee	-	Date: 04/18/05
Other A	Attachment	s As Needed:
Exhibi		Tax Lot Map of Landowner's Property
Exhibi	t 5-B:	1 0 0 -
Exhibi	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)
Exhibi	t 5-D:	Split Season Instream Use Form
Lessor  For add  Lessee  Other A  Exhibit  Exhibit	2.2 during use water for modified of the second sec	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 or terminated to prevent injury.  Date: 03/02/2005  Date: 03/02/2005  Date: 04/18/05  Date: 04/18/05  SAS Needed:  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]  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)





## Instream Lease

Attachment 5: Pooled Landowner 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.

Ontic	onal Identification by Lessor/Lessee:	
	e Agreement Number (assigned by WRD):	RECEIVED
This	Lease Agreement is between:	APR 1 9 2005
Lesso	or #1 (Landowner):	WATER RESOURCES DEPT SALEM, OREGON
	ne) Trail Crossing Farms Inc	SALEM, OREGON
	ling address) 1709 SW Park Lane	
•	, State, Zip Code) Culver, OR 97734	
` •	phone number) 541-546-6351	
•	ail address)	
If add	ditional landowners, enter landowner information below	
form.	The numbering associated with this form corresponds to that found on The "Pooled Lease" form and "Pooled Landowner" form(s) are used to dard Instream Lease Application" form. Consequently, the numbering	o provide the same information as the
	~I~ Ownership and Water Right l	Information
1.1	Lessor #1 is the owner, or authorized agent for owner of Range 13, Section 15 and Tax Lot number 1000. If the lands is also appurtenant to lands owned by others, then lessor's property) needs to be included.	water right appurtenant to these
1.3	For the lands being leased, list all water rights appurtena there are any supplemental or overlying rights.	nt to the lessor's property. Indicate if
	Certificate No. 72279	
1.4	Are some or all of the lands being leased part of a Conse Program.  Yes No	ervation Reserve Enhancement
1.5	Subject Water Rights. Landowner proposes to lease the attached as Exhibit 5-B (this information may be included on E attached). (Crosshatch the area of water rights being leased). Attach Township, Range, Section and ¼ ¼, tax lot number, map orientation	exhibit 5-A, or an additional map may be ned map(s) must identify property owner,

		.:				vpc 5 1.			2riority*
*(Iden	tify pertin	ent page	number o				10 pages; identify	y priority dat	te if there is
12	13	15	NW SW	1000	8.6	Irrigation	72279	40	2/28/13
		) Iv							
			*(Identify pertinent page	*(Identify pertinent page number o	*(Identify pertinent page number of certificate mo	*(Identify pertinent page number of certificate, if certificate more than one page NW 1000 8.6	*(Identify pertinent page number of certificate, if certificate is greater than more than one per certificate)  NW 1000 8.6 Irrigation	*(Identify pertinent page number of certificate, if certificate is greater than 10 pages; identify more than one per certificate)  12	12 13 15 NW 1000 8.6 Irrigation 72279 40

	Tot	al number of acres, if for irrigation, by certificate and priority date: 8.6	RECEIVED
	Acr	APR 1 9 2005	
	Cor	nditions or other limitations, if any:	WATER RESOURCES DEP SALEM, OREGON
If you	ı need	to enter another leased right, please use the Additional Landowner Water	er Rights Form.
1.6	Valid	lity of rights. Lessor(s) attests (mark one) that:	
	$\boxtimes$	The water has been used over the past five years according to the terms the owner's water right certificate or as an instream water right or	and conditions of
		The water has not been used over the past five years according to the te	rms 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

~II~ Instream Water Right Information

Attachment 3).

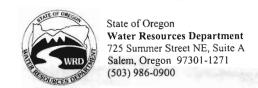
2.3 Term of lease. This lease shall terminate on October 37: 2005. (If there is a conflict between the Pooled District Form and this form, the Pooled District Form will be the official term of the lease.)

#### ~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 (
3.6	prior to the lease being exercised, with written notice to the Department.  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: Emf WOlld Pacs Date: 3-18-05 Trail Crossing Farms Inc.
For add	ditional Lessors, type in space for signature and date
Lessee	Date: 04/18/05
Other A	Attachments As Needed:
Exhibit	
Exhibit	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	
Exhibit	t 5-D: Split Season Instream Use Form





## Instream Lease

Attachment 5: Pooled Landowner 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.

	onal Identification by Lessor/Lessee:e Agreement Number (assigned by WRD):	
This	Lease Agreement is between:	
(Nam (Mail (City (Tele	or #1 (Landowner): ne) Shaun D. & Michelle L. Steinbeck ling address) 67502 Scott Road , State, Zip Code) Hines, OR 97738 sphone number) (541) 573-7280	APR 1 9 2005 WATER RESOURCES DE SALEM, OREGON
•	ditional landowners, enter landowner information below	
form.	The numbering associated with this form corresponds to that found on the "Standard In The "Pooled Lease" form and "Pooled Landowner" form(s) are used to provide the sandard Instream Lease Application" form. Consequently, the numbering on this form is no —I— Ownership and Water Right Information	ne information as the
1.1	Lessor #1 is the owner, or authorized agent for owner of property local Range 13, Section 15 and Tax Lot number 804 & 802. If the water riglands is also appurtenant to lands owned by others, then Attachment 1, lessor's property) needs to be included.	ght appurtenant to these
1.3	For the lands being leased, list all water rights appurtenant to the lesso there are any supplemental or overlying rights.  Certificate No. 72279	r's property. Indicate if
1.4	Are some or all of the lands being leased part of a Conservation Reserved Program. Yes No	ve Enhancement
1.5	Subject Water Rights. Landowner proposes to lease the water rights attached as Exhibit 5-B (this information may be included on Exhibit 5-A, or an attached). (Crosshatch the area of water rights being leased). Attached map(s) must Township, Range, Section and 1/4 1/4, tax lot number, map orientation and scale.	additional map may be

			. : :		.,()	Nere	ype 61 1 62		rage( o -	Priority
	*(Iden	tify pertin	ent page i	number of			e is greater than 1 per certificate)	0 pages; identify	priority date	e if there is
1.	12	13	15	NESE	802	01.0	Irrigation	72279	41	2/28/13
2.	12	13	15	NESE	804	12.3	Irrigation	72279	41	2/28/13
3.	12	13	15	SESE	804	02.6	Irrigation	72279	41	2/28/13
4.										
5.										

Total number of acres, if for irrigation, by certificate and priority date: 15.9	
Acre-feet of storage, if applicable: n/a	
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:
  - Matter 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 October 30, 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



**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.

**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	of water a to the sub	on of original use. During the allowed under the subject was ject water rights. In the event hay be subject to forfeiture.	ter rights and unde	er any wa	ater right that is supplemental
3.5	For n to the Depa differ Purve the le	tion provision.  multiyear leases, lessor shall be lease being exercised (	), with ation District, Other essor must contact than Department) to not have the option	a 30 day ver Water the Irrigo indicat	written notice to the Purveyor or Lessee (if gation District, Other Water te their interest in terminating minating the lease each year,
3.6	2.2 during use water	tion to prevent injury. Allog the term of this lease is not from the same source. If injor terminated to prevent inju	reasonably expect ury is found after	ted to cau	use injury to other rights to
Lessor	#1: Shaur	haun Sleinbeck n D. Steinbeck		Date: _6	03-28-05
For ad	ditional Le	ssors, type in space for signa	ture and date		
	Michel See: Attachment t 5-A:	chelle Steinbeck  Les As Needed:  Tax Lot Map of Landowner  Detailed map illustrating la  may be combined into a single may	nds under subject	Date:	03/28/05 $04/18/65$ be leased [Exhibits 5-A and 5-E
Exhibi	t 5-C:	Supporting documentation forfeiture even though the reconsecutive years (required checked)	indicating why a right has not been	exercised	d for five or more
Exhibi	t 5-D:	Split Season Instream Use	Form		APR 1 9 2005 WATER RESOURCES DEPT



## Instream Lease

### Attachment 5: Pooled Landowner 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.

Option	onal Identification by Lessor/Lessee:	
Lease	Agreement Number (assigned by WRD):	
This I	Lease Agreement is between:	
Lesso	or #1 (Landowner):	
	e) Janet Mendez & Erik Cook	
•	ing address) P.O. Box 1019	
-	State, Zip Code) Madras, OR 97741	
	phone number) (541) 475-7004	
(Emai	il address)	
(Liliai	in address)	
If add	litional landowners, enter landowner information below	
II auu	mional fandowners, enter fandowner information below	
Note: T	The numbering associated with this form corresponds to that found on the "Standard In	estream Lease Application"
	The "Pooled Lease" form and "Pooled Landowner" form(s) are used to provide the sa	
	ard Instream Lease Application" form. Consequently, the numbering on this form is n	
		, ,
	~I~ Ownership and Water Right Information	ı
1.1	Lessor #1 is the owner, or authorized agent for owner of property local	ated at: Township 11,
	Range 13, Section 23 and Tax Lot number 2300. If the water right ap	purtenant 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.	
	F	
1.3	For the lands being leased, list all water rights appurtenant to the lesson	or's property. Indicate if
	there are any supplemental or overlying rights.	
	there are any suppremental of everying rights.	
	Certificate No. 72279	
	72279	
1.4	Are some or all of the lands being leased part of a Conservation Reservation	ve Enhancement
1.7	Program. Yes No	VO Elinanoomone
	Flogram. Tes No	
1 5	Subject Water Dights I and avenue propages to long the water rights	chaven on the man
1.5	Subject Water Rights. Landowner proposes to lease the water rights	-
	attached as Exhibit 5-B (this information may be included on Exhibit 5-A, or a	
	attached). (Crosshatch the area of water rights being leased). Attached map(s) must Township, Range, Section and ¼ ¼, tax lot number, map orientation and scale	
	Township, Range, Section and 74 74, tax for number, map orientation and scare	CEIVEL
		D 4 - DOINE
	I AP	R 1 9 2005

	T	R	Sect	1/4 1/4	Tax Lot	Acres	Type of Use	Certificate #	Page(s) #	Priority*
	*(Iden	tify pertin	ent page r	number o			e is greater than 1 er certificate)	0 pages; identify	priority date	e if there is
1.	11	13	23	SE NW	2300	2.5	Irrigation	72279	27	2/28/1913
2.										
3.										
4.										
5.										

Total number of acres, if for irrigation, by certificate and priority date: 2.5  Acre-feet of storage, if applicable: n/a
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).

### ~II~ Instream Water Right Information

2.3 Term of lease. This lease shall terminate on <u>October 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

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.

**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.

**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.

Pooled Landowner Form / 2



3.4	of water to the su	allowed under the subject water rig	riod of the lease, the owner agrees to suspend use ghts and under any water right that is supplement to a supplemental water right is not part of this
3.5	For to the Dep difference the For	artment provided by the Irrigation erent than Department). The lesson veyor, or Lessee (if different than Dease agreement.	the option of terminating the lease each year, prions, with 30 day written notice to the District, Other Water Purveyor or Lessee (if must contact the Irrigation District, Other Water Department) to indicate their interest in terminating ave the option of terminating the lease each year, written notice to the Department.
3.6	2.2 during use water	g the term of this lease is not reason	n of water to the instream use described in Sectionably expected to cause injury to other rights to s found after this lease is signed, the lease may be
Lesso	r #1: Janet	Mendez Mendez	Date: 3/22/05
For ac	lditional L	essors, type in space for signature a	and date
Lesse	e: Erik	Cook Cook	Date: 3/24/05.
		nts As Needed:	
	it 5-A: it 5-B:	Tax Lot Map of Landowner's Pr Detailed map illustrating lands umay be combined into a single map]	roperty ander subject rights to be leased [Exhibits 5-A and 5-
Exhib	it 5-C:	Supporting documentation indic forfeiture even though the right l	ating why a right is valid and not subject to has not been exercised for five or more e second box in Section 1.6 of this form is
Exhib	it 5-D:	Split Season Instream Use Form	
			APR 1 9 2005 WATER RESOURCES DEPT SALEM, OREGON



# Instream Lease

### Attachment 5: Pooled Landowner 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.

	onal Identification by Lessor/Lessee:e Agreement Number (assigned by WRD):	_ _
This	Lease Agreement is between:	RECEIVED
(Nam (Mai) (City (Tele (Ema	or #1 (Landowner):  ne) V Jeanne Dodson-Bergen  ling address) 532 NE Bean Drive  , State, Zip Code) Madras, OR 97741  ephone number) 541-475-2761  nil address)  ditional landowners, enter landowner information below	APR 1 9 2005 WATER RESOURCES DEPT SALEM, OREGON
form.	The numbering associated with this form corresponds to that found on the "Standar The "Pooled Lease" form and "Pooled Landowner" form(s) are used to provide the dard Instream Lease Application" form. Consequently, the numbering on this form	e same information as the is not always sequential.
1.1	~I~ Ownership and Water Right Informat  Lessor #1 is the owner, or authorized agent for owner of property I  Range 14, Section 30 and Tax Lot number 1002. If the water right lands is also appurtenant to lands owned by others, then Attachmed lessor's property) needs to be included.	ocated at: Township 10, at appurtenant to these
1.3	For the lands being leased, list all water rights appurtenant to the lease are any supplemental or overlying rights.	essor's property. Indicate if
	Certificate No. <u>72279</u>	
1.4	Are some or all of the lands being leased part of a Conservation Re Program.  Yes No	eserve Enhancement
1.5	<b>Subject Water Rights.</b> Landowner proposes to lease the water rigattached as Exhibit 5-B (this information may be included on Exhibit 5-A, attached). (Crosshatch the area of water rights being leased). Attached map(s) in Township, Range, Section and 1/4 1/4, tax lot number, map orientation and scale.	or an additional map may be

	Т	R	Sect	8/8	Tax Lot	Acres	Type of Use	Certificate#	Page(s)#	Priority*
	*(Iden	tify pertin	ent page r	number of			e is greater than 1 per certificate)	0 pages; identify	priority date	if there is
1.	10	14	30	NESE	1002	10.4	Irrigation	72279	20	2/28/13
2.	10	14	30	SESE	1002	00.1	Irrigation	72279	20	2/28/13
3.										
4.										
5.										

Total number of acres, if for irrigation, by certificate and priority date: 10.5
Acre-feet of storage, if applicable: n/a
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:
  - Make 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 October 30, 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



**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.

**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	<b>Suspension of original use.</b> 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	
		ect water rights. In the event that a supplemental water right is not part of this ay be subject to forfeiture.
3.5		ion provision.
	to the Depa differ Purve the le	nultiyear leases, lessor <i>shall</i> have the option of terminating the lease each year, prior lease being exercised (), with 30 day written notice to the rement provided by the Irrigation District, Other Water Purveyor or Lessee (if lent than Department). The lessor must contact the Irrigation District, Other Water leaver, or Lessee (if different than Department) to indicate their interest in terminating lease agreement.  Inultiyear leases, lessor <i>shall not</i> have the option of terminating the lease each year,
		to the lease being exercised, with written notice to the Department.
3.6	2.2 during use water modified	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 or terminated to prevent injury.
Lessor	#1: <b>V</b> Jean	nne Dodson-Bergen Date: MARCH 18, 2005
For ad	ditional Le	ssors, type in space for signature and date
Lessee	· - /	Date: 4/18/05
Other .	Attachmen	ts As Needed:
Exhibi Exhibi		Tax Lot Map of Landowner's Property  Detailed map illustrating lands under subject rights to be leased [Exhibits 5-A and 5-B
Exhibi	may be combined into a single map]  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)	
Exhibi	t 5-D:	Split Season Instream Use Form

