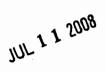
January 2007



Application for Instream Lease

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

Pursuant to ORS 537.348(2) and OAR 690-077	
Optional Identification by Lessor/Lessee: <u>IL-954</u> Lease Application Number (assigned by WRD):	
Optional Identification by Lessor/Lessee:	
Lease Application Number (assigned by WRD):	
This Lease is between:	
Lessor #1:	
Name Conger Family Trust/Linda Howell	
Mailing address 11272 Daylilly Street	
City, State, Zip Code Fontana, CA 92337	
Telephone number 909-428-1433	
Email address <u>lyndahowell@loislauer.com</u>	
Lessor #2, 3, etc.	
The water right to be leased is located in <u>Douglas</u> County. Lessee (if different than Oregon Water Resources Department):	
Name Oregon Water Trust	
Mailing address 522 SW Fifth Avenue, Suite 825	
City, State, Zip Code 97204	
Telephone number <u>503-525-0141</u>	
Email address steve@owt.org	
Trustee:	
Oregon Water Resources Department	
725 Summer Street NE, Suite A	
Salem, OR 97301-1266	
(503) 986-0900	
~I~ Water Right Holder and Water Right Information	
1.1 Lessor #1 is the water right holder, or authorized agent for water right holder of property located at: Township 33 S, Range 7 W, Section Lot number 400 If the water right appurtenant to the	2 and Tax
also appurtenant to lands owned by others who are not included in this applica Attachment 1 (tax lot map), needs to be included.	



1.2	Lessor #2 is the (Check one):
	Not applicable
	Official representative of, the irrigation district which conveys water to the subject water rights.
	Another party with an interest in the subject water rights representing
1.3	For the water right(s) being leased, list all water rights appurtenant to the same lands. Indicate if there are any supplemental or overlying rights.
	Certificate No. 23672
1.4	Arc some or all of the lands being leased part of a Conservation Reserve Enhancement Program. Yes No
1.5	Water Rights Proposed to be Leased Instream. The first right to be leased identified in Section 1.3 is further described as follows: Certificate No.: 23672
	Priority date: April 15, 1953 Type of use: irrigation
	Legal Season of Use: March 1 to October 31
	Is the entire water right certificate being leased? \(\sum \) Yes \(\sum \) 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, R, Section,¼¼ acres to be leased Enter additional places of use here, using format above:
	
	Page (Identify page number of certificate, if certificate is greater than 10 pages.)
	Number of acres being leased, if for irrigation: Acre-feet of storage, if applicable:
	Maximum rate associated with the right to be leased (cfs):
	(Use additional lines if there is more than one rate associated with the water right.)
	Maximum duty associated with the right to be leased (ac-ft):
	(Use additional lines if there is more than one duty associated with the water right.)
	Conditions or other limitations, if any: <u>NA</u>
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 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 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

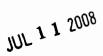
2.1	Public use. This lease will increase streamflows that will benefit:
	 Conservation, maintenance and enhancement of aquatic and fish life, wildlife, and fish and wildlife habitat Pollution abatement Recreation and scenic attraction
2.2	Instream use created by lease. The instream use to be created is described as follows:
	<u>Cow</u> Creek Tributary to <u>South Fork Umpqua River</u> in the <u>Umpqua</u> 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): The POD is located in the SW NE of Section 2, T 33 South, R 7 West in the SW corner of Lot 2. The instream reach will be from the POD, at approximately stream mile 36, to stream mile 27 where Middle Creek and West Fork Cow Creek join Cow Creek. Maximum volume in acre-feet: 52.5 Rate in cfs: 0.19 cfs (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
	 None ☐ The instream flow will be allocated on a daily average basis up to the described rate from June 10 through October 31. ☐ 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, 2008.
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).

~III~ Other Information

continuously measure the flow of the waterway described in 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

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



TO: 15039860903

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. Lessor(s) and Lessee(s) agree to lease the water rights listed in Section(s) 1.5 for instream use for the term of this lease through Lessee to the Trustee, the Oregon Water Resources Department, pursuant to the provisions of ORS 537.348(2) and OAR 690-077.
- 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 a new injury review shall be required, and a prior 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 water right holder 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.

3.5	For multiyear leases, the Lessor(s) shall have the option of terminating the lease ear year with written notice to the Department. The lease may be terminated at any time during the calendar year. However, if the termination request is received less than a days prior to the period of allowed instream use or after the period of allowed use he begun for the water right(s) being leased, water may not be used under the right(s) leased until the following calendar year, unless the Director determines that enlargement would not occur. The Department may also require: Written notice to the Department with original signatures; Consent by all parties to the lease; and/or Written notice to the Watermaster's office. For multiyear leases, the lessor shall not have the option of terminating the lease, without consent by all parties to the lease.	ne 30-
3.6	Iodification to prevent injury. Allocation of water to the instream use described in ection 2.2 during the term of this lease is not reasonably expected to cause injury to othe ghts to use water from the same source. If injury is found after this lease is signed, the ease may be modified or terminated to prevent injury.	
3.7	 Pursuant to ORS 536.050, 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 Linda	well for Conger Family Trust	
For ad	ional Lessors, type in space for signature and date	
Lessee	Vater Trust	
CICROI	VALCE TIUSE	