

# Instream Lease Renewal Application (Standard or District)



Oregon Water Resources  
Department  
725 Summer Street NE, Suite A  
Salem, Oregon 97301-1266  
(503) 986-0900  
www.oregon.gov/OWRD

Complete the questions below and include any required attachments  
Fill in or check boxes as indicated. (N/A= Not Applicable)

Instream Lease **IL- 1975/MP309**  
Renewal Fee included ☐

The undersigned hereby request Instream Lease Number **IL-1975/MP-309** be renewed.

**Fees:** ☒ \$150.00 for an instream lease renewal application  
☐ Check enclosed **or** ☒ Fee Charged to customer account Deschutes River Cons (Account name)

## Term of the Lease:

The lease is requested to begin in month Apr year 2025 and end month Oct year 2025

## Validity of the Right(s) (check the appropriate box):

- ☒ The water right(s) to be leased have been used under the terms and conditions of the right(s) during the last five years or have been leased instream.
- ☐ If the water right(s) have not been used for the last five years, right(s). Documentation describing why the water right(s) is not subject to forfeiture is provided. ORS 540.610(2).

## Termination provision (for multiyear leases):

### The parties to the lease request:

- ☐ a. The option of terminating the lease prior to expiration of the full term with written notice to the Department by the Lessor(s) and/or Lessee.
- ☐ b. The option of terminating the lease prior to expiration of the full term, with consent by all parties to the lease.
- ☐ c. The parties would not like to include a Termination Provision.  
(See instructions for limitations to this provision)

☐ Yes ☒ No Conservation Reserve Enhancement Program **CREP** – Are some or all of the lands to be leased part of CREP or another Federal program (list here:)?

## The undersigned declare:

1. The Lessor(s) agree during the term of this lease, to suspend use of water allowed under the subject water right(s) and under any appurtenant primary or supplemental water right(s) not involved in the lease application; and
2. The Lessor(s) certify that I/we are the holders of the water right(s) involved in this Instream Lease. If not the deeded land owner, I/we have provided documentation demonstrating authorization to pursue the lease application and/or consent from the deeded landowner; and
3. All parties affirm that information provided in this lease application is true and accurate. Circumstances have not changed and all matters involved with or affected by the original instream lease remain as they were when the lease was previously approved. We also acknowledge that the terms and conditions of the original lease, referenced herein, are incorporated by reference in their entirety.

Date: 4/17/2025

Signature of Lessor

Printed name (and title): Kameron DeLashmutt (Managing Member)

Business name, if applicable: Pinnacle Utilities, LLC & Central Land & Cattle Co, LLC

Mailing Address (with state and zip): 2447 NW Canyon Dr, Redmond, OR 97756

Phone number (include area code): 541-526-1235 \*\*E-mail address: kameron@bendcable.com

See next page for additional signatures.

Received by OWRD

MAY 06 2025

Salem, OR



Signature of Lessee

Date: 4/17/2025

Printed name (and title): Genevieve Hubert, Senior Program Manager

Business/organization name: Deschutes River Conservancy

Mailing Address (with state and zip): 805 SW Industrial Way, Ste 5, Bend, OR 97702

Phone number (include area code): 541-382-4077 \*\*E-mail address: gen@deschutesriver.org

**\*\* BY PROVIDING AN E-MAIL ADDRESS, CONSENT IS GIVEN TO RECEIVE ALL CORRESPONDENCE FROM THE DEPARTMENT ELECTRONICALLY. COPIES OF THE FINAL ORDER DOCUMENTS WILL ALSO BE MAILED TO THE LESSOR.**

Received by OWRD

MAY 06 2025

Salem, OR



MAY 06 2025

**BEFORE THE WATER RESOURCES DEPARTMENT  
OF THE  
STATE OF OREGON**

Salem, OR

In the Matter of Instream Lease Application	)	DETERMINATION and FINAL ORDER ON
IL-1975 and Preliminary and Final Award of	)	PROPOSED INSTREAM LEASE and
Mitigation Credits for Mitigation Project	)	MITIGATION CREDIT PROJECT
MP-309, Deschutes and Klamath County	)	

**Authority**

Oregon Revised Statute (ORS) 537.348 establishes the process in which a water right holder may submit a request to lease an existing water right for instream purposes. Oregon Administrative Rule (OAR) Chapter 690, Division 077 implements the statutes and provides the Department's procedures and criteria for evaluating instream lease applications.

OAR 690-521-0100 to 690-521-0600 establishes the process in which anyone may submit a ground water mitigation project to the Department for the purpose of establishing mitigation credits in the Deschutes Ground Water Study Area.

**Lessor**

Pinnacle Utilities, LLC  
Central Land & Cattle Company, LLC  
2447 NW Canyon Drive  
Redmond, Oregon 97756

**Lessee**

Deschutes River Conservancy Mitigation  
Bank (DRCMB)  
700 NW Hill Street, Suite 1  
Bend, Oregon 97703

**Findings of Fact**

1. On May 2, 2024, Pinnacle Utilities, LLC, Central Land & Cattle Company, LLC and the DRCMB filed an application to renew instream lease application IL-1975, involving a portion of Certificate 95746.

2. The portion of the right to be leased is as follows:

<b>Certificate:</b>	95746 in the name of La Pine Cooperative Water Association (confirmed by the Deschutes River Decree, of record at Salem, in the Order Record of the Water Resources Director in Volume 16, Page 185)
<b>Use:</b>	Irrigation of 50.0 acres
<b>Season of Use:</b>	April 1 to November 1
<b>Priority Dates:</b>	1897
<b>Quantity:</b>	<b>Rate/Volume:</b> The amount of water used for irrigation, together with the amount secured under any other right existing for the same lands, is limited to a diversion of 1/40 <sup>th</sup> of one cubic foot per second, or its equivalent for each acre irrigation, from May 23 to August 20, and 1/80 <sup>th</sup>

This is a final order in other than contested case. This order is subject to judicial review under ORS 183.484. Any petition for judicial review must be filed within the 60 day time period specified by ORS 183.484(2). Pursuant to ORS 536.075 and OAR 137-004-0080 you may either petition for judicial review or petition the Director for reconsideration of this order. A petition for reconsideration may be granted or denied by the Director, and if no action is taken within 60 days following the date the petition was filed, the petition shall be deemed denied.

of one cubic foot per second, or its equivalent for each acre irrigated, from April 1 to May 23 and from August 20 to November 1, and shall be further limited to a diversion of not to exceed 4.0 acre-feet per acre for each acre irrigated during the irrigation season of each year.

April 1 to May 23 & Aug. 20 to Nov. 1	May 23 to Aug 20	Duty
0.63 CFS	1.25 CFS	200.0 AF

**Source:** LITTLE DESCHUTES RIVER, tributary to the DESCHUTES RIVER

**Authorized Point of Diversion (POD):**

Twp	Rng	Mer	Sec	Q-Q	Measured Distances
23 S	9 E	WM	34	SW SW	550 FEET NORTH AND 1150 FEET EAST FROM THE SW CORNER OF SECTION 34

**Authorized Place of Use:**

Twp	Rng	Mer	Sec	Q-Q	Tax Lot	Acres
22 S	10 E	WM	34	NW NE	2803	16.9
22 S	10 E	WM	34	NE NW	2803	10.5
22 S	10 E	WM	34	SE NW	2803	16.7
22 S	10 E	WM	34	NE SW	2803	5.9
<b>Total</b>						<b>50.0</b>

Received by OWRD

MAY 06 2025

Salem, OR

- The lease application includes the information required under OAR 690-077-0076(3). The Department provided notice of the lease application pursuant to OAR 690-077-0077(1). No comments were received.
- The lease application requests to protect water instream from Little Deschutes River into the Deschutes River. An instream reach is generally from the point of diversion to the mouth of the source stream (Little Deschutes River) but may be protected further if measurable in the receiving stream (the Deschutes River) (OAR 690-077-0015 (8)). The quantity that may be leased instream from the Little Deschutes River is measurable into the Deschutes River and may be protected instream in the Deschutes River.
- The segment of the reach on the main stem Deschutes River between the confluence with the Little Deschutes River and Bend is a losing reach and loses approximately 7% of its flows. The quantity of water that may be protected instream in the main stem Deschutes River requires modification to prevent injury and enlargement.
- The instream use has been modified from the lease application to prevent injury and enlargement and is as follows:

Little Deschutes River, tributary to the Deschutes River

**Instream Reach 1:** From the POD (as described in Finding of Fact No. 2) to the mouth of Little Deschutes River

Priority Date	Instream Rate (cfs)	Instream Volume (AF)	Period Protected Instream
1897	0.545	200.0	April 15 – October 15



**Instream Reach 2:** Into the Deschutes River from the confluence with the Little Deschutes River to Lake Billy Chinook

Priority Date	Instream Rate (cfs)	Instream Volume (AF)	Period Protected Instream
1897	0.51	185.0	April 15 – October 15

7. The amount and timing of the proposed instream flow is allowable within the limits and use of the original water right.
8. The protection of flows within the proposed reach is appropriate, considering:
  - a. The instream water use begins at the recorded point of diversion;
  - b. The location of confluences with other streams downstream of the point of diversion.
  - c. There are known areas of natural loss of streamflow to the river bed downstream from the point of diversion and have been accounted for in Reach 2; and
  - d. Any return flows resulting from the exercise of the existing water right would re-enter the river downstream of the reach of the instream water.
9. The total monthly quantities of water to be protected under the existing and proposed instream rights in the reach will provide for a beneficial purpose.
10. The total monthly quantities of water to be protected instream under existing and proposed instream rights in the reach do not exceed the estimated average natural flow.
11. If approved, this instream lease is not reasonably expected to significantly affect land use as prescribed by ORS 197.180, OAR Chapter 660, Divisions 30 and 31, and OAR Chapter 690, Division 5.
12. Based upon review of the application, information provided by the Department's Watermaster, and other available information, the Department finds that the lease will not result in injury or enlargement. The order approving this instream lease may be modified or revoked under OAR 690-077-0077 if the Department later finds that the lease is causing injury to any existing water right or enlargement of the original right.
13. If a right which has been leased is later proposed to be leased again, transferred and/or reviewed under an allocation of conserved water, a new injury review shall be required. For example, instream transfers will be subject to a full and complete review to determine consistency with the requirements of OAR Chapter 690, Division 380 and Division 077. Approval of this lease does not establish a precedent for approval of any future transactions.
14. The Lessor and Lessee have requested that the lease terminate on October 31, 2024. The lease may commence on the date this final order is signed.

Received by OWRD

MAY 06 2025

Salem, OR

**Preliminary Award of Deschutes Basin Mitigation Credits**

15. The Lessee, a mitigation bank chartered by the Water Resources Commission, has requested that the portion of the right to be protected instream be used to generate mitigation credits.
16. The Department assigned this mitigation credit project number MP-309.
17. The Department provided notice of the mitigation credit project pursuant to OAR 690-521-0300 (6). The Department also provided notice of the mitigation credit project to the Oregon Department of Fish and Wildlife, Oregon Department of Environmental Quality, Oregon Parks and Recreation Department, Oregon Department of State Lands, the Oregon Department of Agriculture, and the Department's Watermaster pursuant to OAR 690-521-0300 (7) and OAR 690-505-0630 (2). Comments were received by the Oregon Department of Environmental Quality, in favor of the instream lease application.
18. As part of the public notice of the mitigation project, the Department identified that the project may result in 90.0 mitigation credits. Irrigation of 50.0 acres has an average consumptive use of 90.0 AF. However, this volume may only be protected instream in the Little Deschutes River. The quantity of water that may be protected instream downstream of the Little Deschutes River requires modification to account for streamflow losses on the Deschutes River, which reduces the amount of mitigation available from the project. In the Little Deschutes River up to 90.0 AF may be protected instream for mitigation purposes. This is the amount of mitigation available in the Little Deschutes Zone of Impact. Only up to 83.7 AF of this quantity may be protected instream into the Deschutes River. This is the amount of mitigation available in the Upper Deschutes, Middle Deschutes, and General Zones of Impact.
19. The Department finds that up to 90.0 mitigation credits may be awarded to this mitigation credit project and assigned to the DRC Mitigation Bank. The mitigation credits may be used to mitigate for ground water permit applications and existing conditioned ground water permits and certificates, providing mitigation pursuant to the Deschutes Ground Water Mitigation Rules, OAR Chapter 690, Division 505, within the Little Deschutes, Upper Deschutes, Middle Deschutes and General Zones of Impact. However, the number of mitigation credits that may be used, out of 90.0 total mitigation credits, is limited to no more than 83.7 credits in the Upper Deschutes, Middle Deschutes and General Zones of Impact.
20. The mitigation credits expire on December 31, 2024.
21. The use and maintenance of the mitigation credits is subject to the terms and conditions of the DRC Mitigation Bank Charter.

Received by OWRD

MAY 06 2025

Salem, OR



22. The Department shall award final mitigation credits upon completion of the approved project by the applicant and verification by the Department that the project is complete. The issuance of the Final Order approving the proposed instream lease shall result in completion of the project and verification that the project is complete.

23. No precedent is set by this Final Order as to the amount of mitigation credits that may be generated by a subsequent mitigation credit project.

#### Conclusions of Law

The Department concludes that the lease will not result in injury or enlargement, OAR 690-077-0077. The lease conforms to the applicable provisions of OAR 690-077-0015.

This mitigation project results in mitigation credits pursuant to ORS 537.746 and OAR 690-521-0300 and 690-521-0400.

Received by OWRD

MAY 06 2025

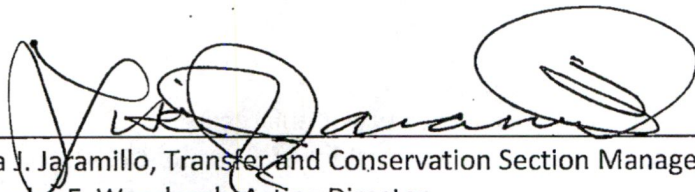
#### Now, therefore it is ORDERED:

Salem, OR

1. The Lease as described herein is APPROVED.
2. During the term of the lease, the former place of use will no longer receive water as part of these rights, any supplemental rights, or any other layered irrigation water rights, including ground water registrations and permits.
3. The term of the lease will commence upon approval of the instream lease and terminate on October 31, 2024.
4. **Final Award of Deschutes Basin Mitigation Credits:** Issuance of this Final Order results in completion of the project and verification by the Department that the project is complete. The Department concludes that the mitigation credit project is awarded mitigation credits, as described above, pursuant to OAR 690-521-0400 and ORS 537.746. Mitigation Credits, in the amount of **90.0** credits, as described herein, are awarded to this mitigation project and assigned to the DRC Mitigation Bank. Mitigation Credits may be used to satisfy a mitigation obligation of a ground water permit applicant and/or ground water permit/certificate holder in the **Little Deschutes Zone of Impact**. Of the **90.0** mitigation credits awarded to this project, up to **83.7** of those credits may also be used in the **Upper Deschutes, Middle Deschutes and General Zones of Impact**.
5. Mitigation credits are valid until used (or until they expire or are terminated) to satisfy a mitigation obligation of a ground water permit applicant and/or ground water permit/certificate holder within the Deschutes Ground Water Study Area pursuant to the Deschutes Ground Water Mitigation Rules. Mitigation credits are used when a person submits to the Department documentary evidence that valid credits have been obtained and assigned to satisfy a mitigation obligation.

6. The mitigation credits shall expire on December 31, 2024.
7. The use and maintenance of the mitigation credits shall be subject to the terms and conditions of the DRC Mitigation Bank Charter.

Dated at Salem, Oregon this day JUN 11 2024.

  
\_\_\_\_\_  
Lisa J. Jaramillo, Transfer and Conservation Section Manager, for  
Douglas E. Woodcock, Acting Director  
Oregon Water Resources Department

Mailing date: JUN 12 2024

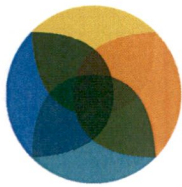
*This document was prepared by Sarah  
Henderson. If you have any questions,  
please call 503-979-9872.*

Received by OWRD

MAY 06 2025

Salem, OR





**BBK**

BEST BEST & KRIEGER LLP  
ATTORNEYS AT LAW

Alison K. Toivola  
Partner  
(541) 318-9836  
alison.toivola@bbklaw.com

January 31, 2025

**VIA E-MAIL ONLY:**

**JEREMY.T.GIFFIN@WATER.OREGON.GOV**  
**ANN.L.REECE@WATER.OREGON.GOV**  
**SARAH.A.HENDERSON@WATER.OREGON.GOV**

Jeremy Giffin  
Watermaster - District 11  
Oregon Water Resources Department  
231 SW Scalehouse Loop, Suite 103  
Bend, OR 97702

Ann Reece  
Sarah A. Henderson  
Oregon Water Resources Department  
725 Summer Street NE, Suite A  
Salem, OR 97301

Received by OWRD

MAY 06 2025

Salem, OR

**Re: 2025 Water Rights Transfer Applications in the Deschutes Basin**

Dear Mr. Giffin, Ms. Reece, and Ms. Henderson:

We represent the Confederated Tribes of the Warm Springs Reservation of Oregon ("Tribe"). We write to provide the Department of Water Resources ("Department") with an update on the process for administering water rights transfer applications for the 2025 calendar year.

As you know, the Tribe, the State of Oregon, and the United States are all parties to the Confederated Tribes of the Warm Springs Reservation Water Rights Settlement Agreement, dated November 17, 1997, as amended ("Settlement Agreement"). The Settlement Agreement requires the three sovereign parties "to meet and describe in the memorandum of understanding the process for determining injury to the Tribal Reserved Water Right." Agmt. at Art. IX, § A. The ability to determine such an injury is a prerequisite to administering water rights transfers<sup>1</sup> in the Deschutes Basin, as "[n]o transfer of a State water right in the Deschutes Basin shall be made *unless the State finds that no injury to the Tribal Reserved Water Right shall result.*" Agmt. at Art. V, § (B) (emphasis added). The Tribe emphasizes that the contractual obligation to make a finding of no injury resides with the State, not the Tribe.

The parties to the Settlement Agreement have not yet developed the process for determining injury to the Tribal Reserved Water Right. In the absence of the injury determination process required by the Settlement Agreement, the Tribe reviewed numerous water rights transfer applications in 2024. During this process, the Tribe expended substantial resources to review certain information concerning water rights transfer applications in the Deschutes Basin. In particular, the Tribe has received and reviewed hundreds of

---

<sup>1</sup> A "'Transfer' means any change in the nature of use, place of use, or point of diversion of a water right." Agmt. at Art. III, § 25.

Jeremy Giffin  
Ann Reece  
Sarah A. Henderson  
January 31, 2025  
Page 2

applications from various irrigation districts, including the Central Oregon Irrigation District ("COID"); the Deschutes River Conservancy ("DRC"); the Department of Water Resources ("Department"); and numerous other applicants and entities.

The Tribe's review of the 2024 applications was both time- and resource-intensive. It was also informative. The Tribe has considered the information learned, and has now identified certain categories of applications that present, respectively, a low-risk, medium-risk, and high-risk of injury to Tribal Reserved Water Rights as defined in the Settlement Agreement. Certain factors have been identified as presenting a low risk of injury to the Tribal Reserved Water Right. The Tribe believes that those factors indicating a low risk of injury to the Tribal Reserved Water Right can be used in the upcoming 2025 calendar year to simplify, and expedite, the process for administering said applications.


The Tribe has identified the applicable low-risk factors and believes that those factors are adequately represented in the "CTWS Low-Risk Transfer Checklist Requirements" document attached hereto as Exhibit A. In close coordination with COID, the Tribe has approved the attached checklist for use in the upcoming 2025 calendar year as a way to facilitate and expedite the processing of water rights transfer applications within the Deschutes Basin. The Tribe agrees that all transfer applications that fully satisfy this checklist may be processed by the Department without prior Tribal review. Accordingly, the Tribe does not object to the Department processing any applications that are submitted to the Department with a completed and signed checklist. The Department should process such applications in accordance with applicable law, and the Department's customary practice.

The Tribe expressly reserves, and does not waive, all rights, claims, and defenses that it may possess in connection with such applications, including, but not limited to, whether such applications violate the Treaty of June 25, 1855, with the Tribes of Middle Oregon, 12 Stat. 963 ("1855 Treaty"), or the Settlement Agreement. To be clear, this letter, and the use of the enclosed checklist, does not remove or absolve the State of Oregon from fulfilling its obligations under the 1855 Treaty and the Settlement Agreement. It is the Tribe's position that the Settlement Agreement requires that the Department affirmatively confirm that each and every water rights transfer application will not injure the Tribal Reserved Water Right or any undetermined vested water right claimed by the Tribe or the United States acting as trustee for the Tribe, including, but not limited to, instream flows necessary to maintain harvestable populations of treaty-protected fish in the Deschutes Basin. The checklist is not a replacement for that affirmative obligation and finding.

We would be happy to meet with the Department to discuss the checklist and proposed process moving forward.

Please let us know if you have any questions.

Sincerely,



Alison K. Toivola  
of BEST BEST & KRIEGER LLP

Received by OWRD

MAY 06 2025

Salem, OR



Jeremy Giffin  
Ann Reece  
Sarah A. Henderson  
January 31, 2025  
Page 3

AKT

cc: Robert A. Brunoe  
Austin Smith, Jr.  
Brad Houslet  
Josh Newton, Esq.  
David Filippi, Esq.  
Jessi Talbott  
Mikaela Watson

Received by OWRD

MAY 06 2025

Salem, OR

NO. 100-100000-001

MAY 06 2025

10:15 AM

Received by OWRD

MAY 06 2025

Salem, OR

---

**Exhibit A**

---



## INSTRUCTIONS:

This checklist is intended to facilitate the Department of Water Resources' ("Department") processing of water rights transfer applications within the Deschutes Basin for the 2025 calendar year. The Confederated Tribes of the Warm Springs Reservation of Oregon ("Tribe") has reviewed this checklist. The Tribe does not object to the Department's processing of any water rights transfer applications that meets a "Yes" of all applicable checklist items, and therefore satisfies the "Meets Requirements" category at the top of this checklist. When the checklist is so satisfied, the Department may process the application in accordance with applicable law, and the Department's customary practice.

Water rights transfer applications that meet all of the checklist criteria appear to present a low risk of injury to the Tribal Reserved Water Right as defined in the Confederated Tribes of the Warm Springs Reservation Water Rights Settlement Agreement, dated November 17, 1997, as amended. The Tribe does not waive its right to dispute or challenge any transfer application, whether or not they satisfy this checklist, on the basis that the transfer injures the Tribal Reserved Water Right or other federally-reserved water right held by the Tribe. The Tribe expressly reserves, and does not waive, all rights, claims, and defenses that it may possess in connection with the application, including, but not limited to, whether the application violates the Treaty of June 25, 1855, with the Tribes of Middle Oregon, 12 Stat. 963, or the Confederated Tribes of the Warm Springs Reservation Water Rights Settlement Agreement, dated November 17, 1997, as amended.

The Tribe further reserves the right to conduct additional analysis on any transfer that is submitted to the Department with a completed checklist. The Tribe reserves the right to consider, among other things, the risk of localized impacts, cumulative impacts, water quality, return flows, groundwater recharge, Habitat Conservation Plan flow augmentation agreements, water bank transactions, and additional analyses received from the Tribe's staff, Department, applicant, or third party.

A "temporary instream lease" is any instream lease lasting five (5) years or less.

This checklist applies to surface water transfers only. This checklist does not apply to groundwater transfers.

If you have any questions about this checklist, please contact:

Gen Hubert, Deschutes River Conservancy - via e-mail at:  
[gen@deschutesriver.org](mailto:gen@deschutesriver.org)

Alison K. Toivola or Josh Newton of Best Best & Krieger, LLP, on behalf of the Tribe, via e-mail at:  
[Alison.Toivola@bbklaw.com](mailto:Alison.Toivola@bbklaw.com)  
[Josh.Newton@bbklaw.com](mailto:Josh.Newton@bbklaw.com)

Received by OWRD

MAY 06 2025

Salem, OR

## CTWS Low-Risk Transfer Checklist Requirements

Patron Name/Applicant Name : IL-1975 and MP-309

Meets Requirements: ☐

Transfer Type: 1 yr instream lease for mitigation

Does Not Meet Requirements: ☒

Transfer #: IL-1975, MP-309 renewal

Review Date:

Checklist Completed By: Gen Hubert

### Water Right Transfer - Check Applicable Transfer Type

Own Lands Transfer ☐  
Water Right Sale ☐

	YES	NO	Comments:
Transfer Within Same District Boundary	<input type="checkbox"/>	<input type="checkbox"/>	
On/Off Lands Balance	<input type="checkbox"/>	<input type="checkbox"/>	
On/Off Lands Within Five (5) Miles	<input type="checkbox"/>	<input type="checkbox"/>	
No Increase in Diversion Amount	<input type="checkbox"/>	<input type="checkbox"/>	
No Change in Type of use	<input type="checkbox"/>	<input type="checkbox"/>	
No Change in Point of Diversion or Appropriation	<input type="checkbox"/>	<input type="checkbox"/>	
On/Off Lands Served by Same Canal	<input type="checkbox"/>	<input type="checkbox"/>	Identify Canal: LaPine Coop Main
NOT a Multi-Step Transfer	<input type="checkbox"/>	<input type="checkbox"/>	
NOT a Mitigation Credit	<input type="checkbox"/>	<input checked="" type="checkbox"/>	temporary mitigation project
Temporary Instream Lease	YES	NO	Comments:
Decrease in Diversion - Increased River Flows	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Transfer of Surface Water ONLY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	also a temporary mitigation project
No Potential for Measurable Impact to Crooked River	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
No Potential for Measurable Impact to Whychus Creek	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
No Potential for Measurable Impact to Deschutes River	<input checked="" type="checkbox"/>	<input type="checkbox"/>	also a temporary mitigation project

### Summary of Transfer:

1 year renewal for this project (leased in 2023, leased and reviewed by Tribal representatives in 2024). Temporary mitigation must hold an additional acre instream for each acre of mitigation used (2:1). Canal diversion point is south of LaPine, about 4.5 mi. North of Gilchrist. Water is protected to Lake Billy Chinook. Senior 1897 priority date. 185-200 AF protected. 41.85 AF/credits to be used.

Received by OWRD

MAY 06 2025

Salem, OR





# DESCHUTES COUNTY, OR T22S R10E, WM

- POU PER QQ NO CHANGE
- POU PER QQ INSTREAM LEASE
- Section
- Tax Lot
- Quarter Quarter



0 1,320 Feet  
1" = 1320'

Received by OWRD

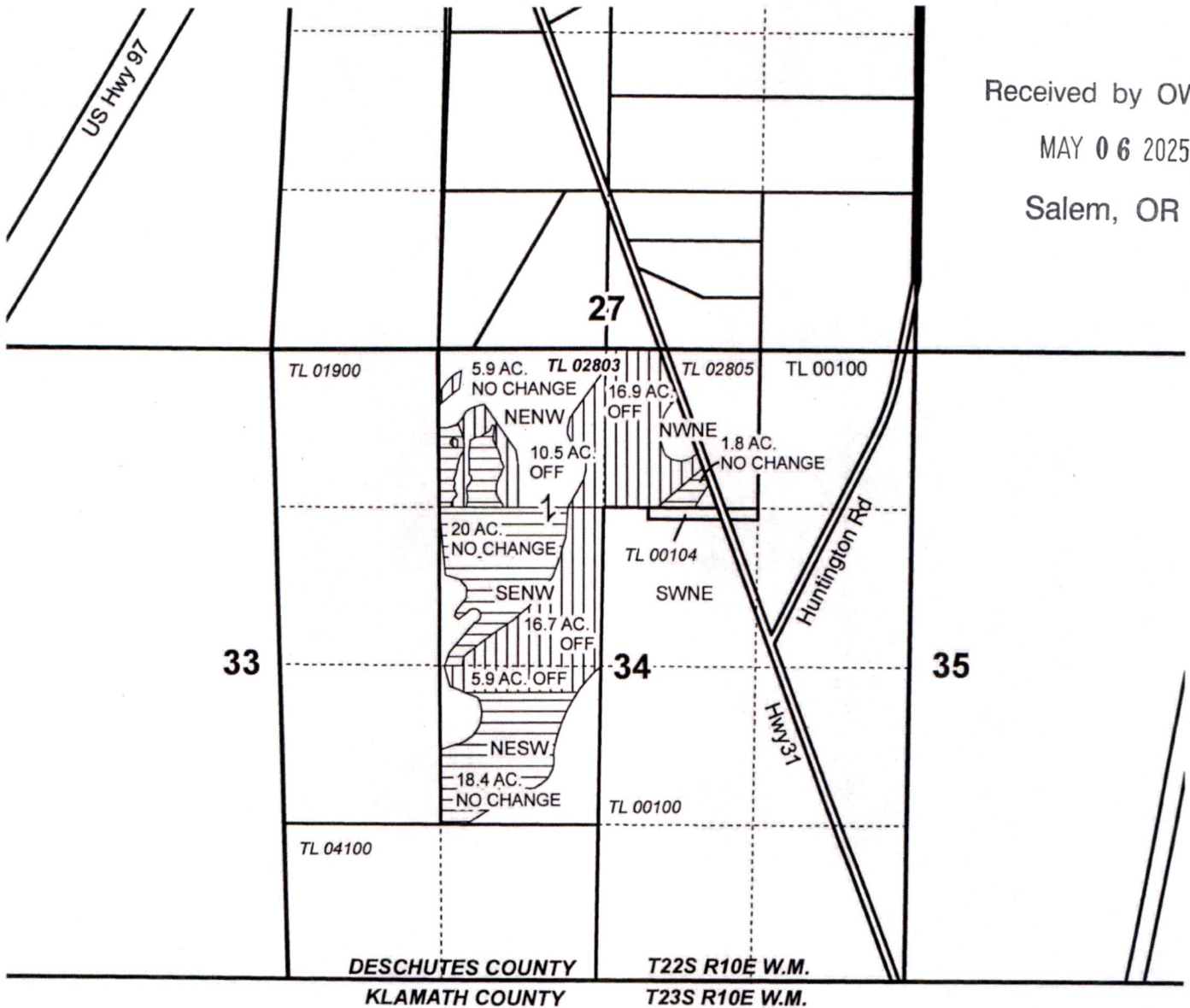
JUN 04 2021

Salem, OR

Received by OWRD

MAY 06 2025

Salem, OR



## INSTREAM LEASE MAP Pinnacle Utilities, LLC

This map is not intended  
to provide legal dimensions  
or locations of property  
ownership lines.

## WATER RIGHT SERVICES, LLC

PO BOX 1830, BEND, OR 97709

WWW.OREGONWATER.US 541-389-2837

johnshort@usa.com

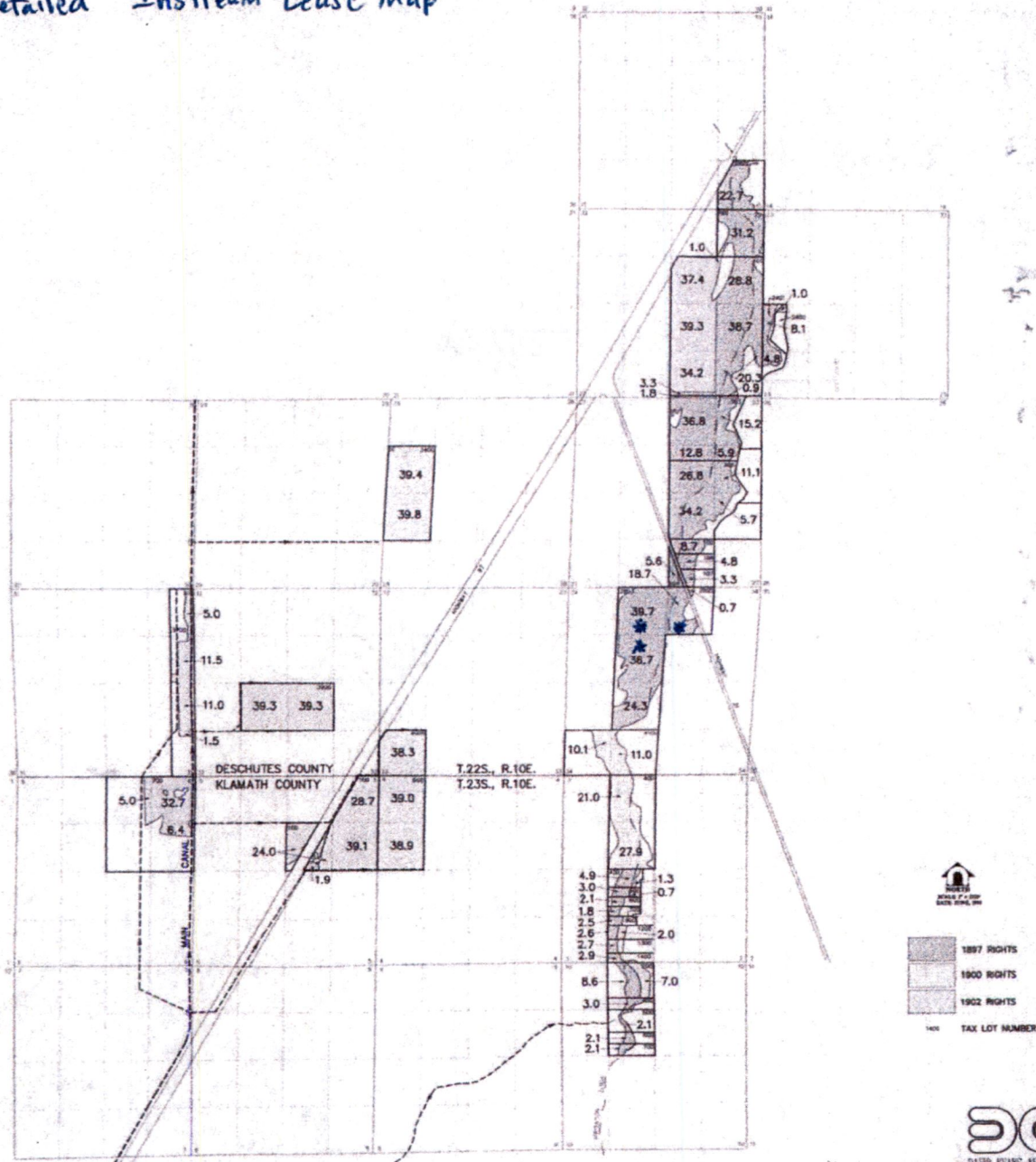
CCB # 197121

Date: 6/4/2021

A Portion of C-90239

Salem, OR

\* = QQ with affected lands, -  
See detailed Instream Lease Map



La Dina

OWRD

MAY 18 2021

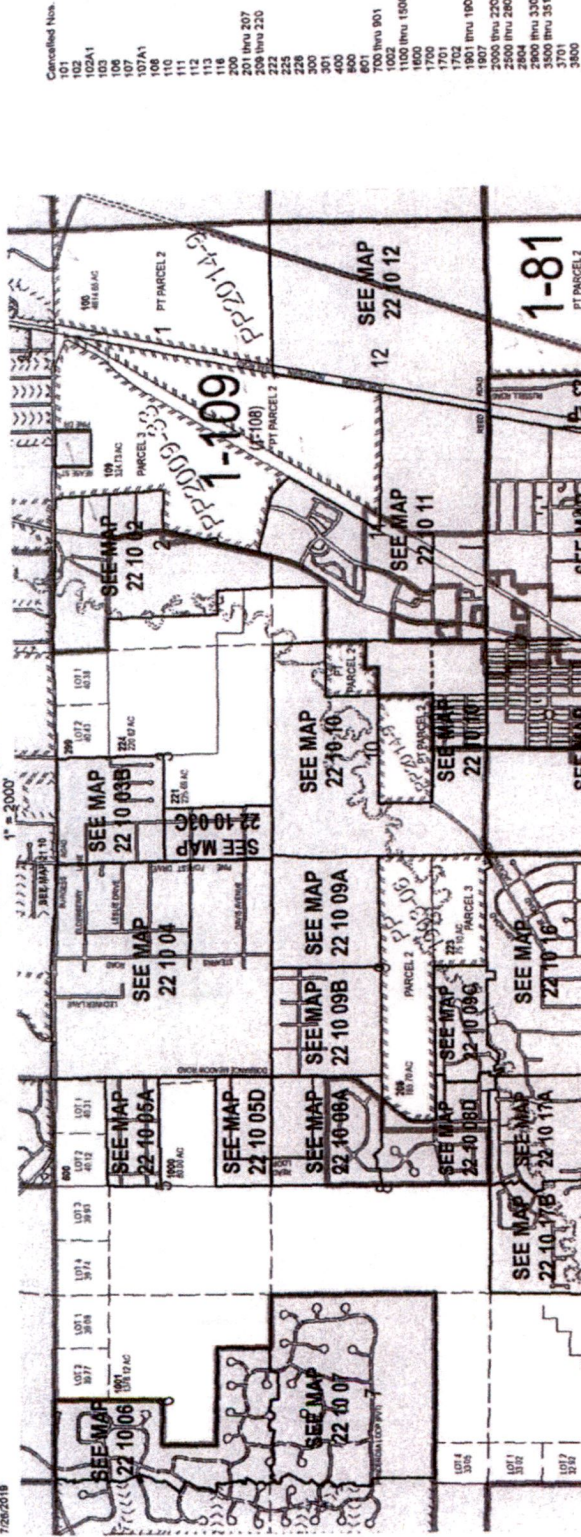
RECEIVED



THIS MAP WAS PREPARED FOR  
ASSESSMENT PURPOSE ONLY

7/26/2019

T.22S. R.10E. WM.  
DESCHUTES COUNTY



22 10 00  
& INDEX

\* = Tax Lot  
with  
affected  
lands

RECEIVED

MAY 18 2021

OWRD

22 10 00  
& INDEX

Received by OWRD  
MAY 06 2025  
Salem, OR



Received by OWRD

MAY 06 2025

Received by OWRD

Salem, OR

JUN 04 2021

Salem, OR

Legend:

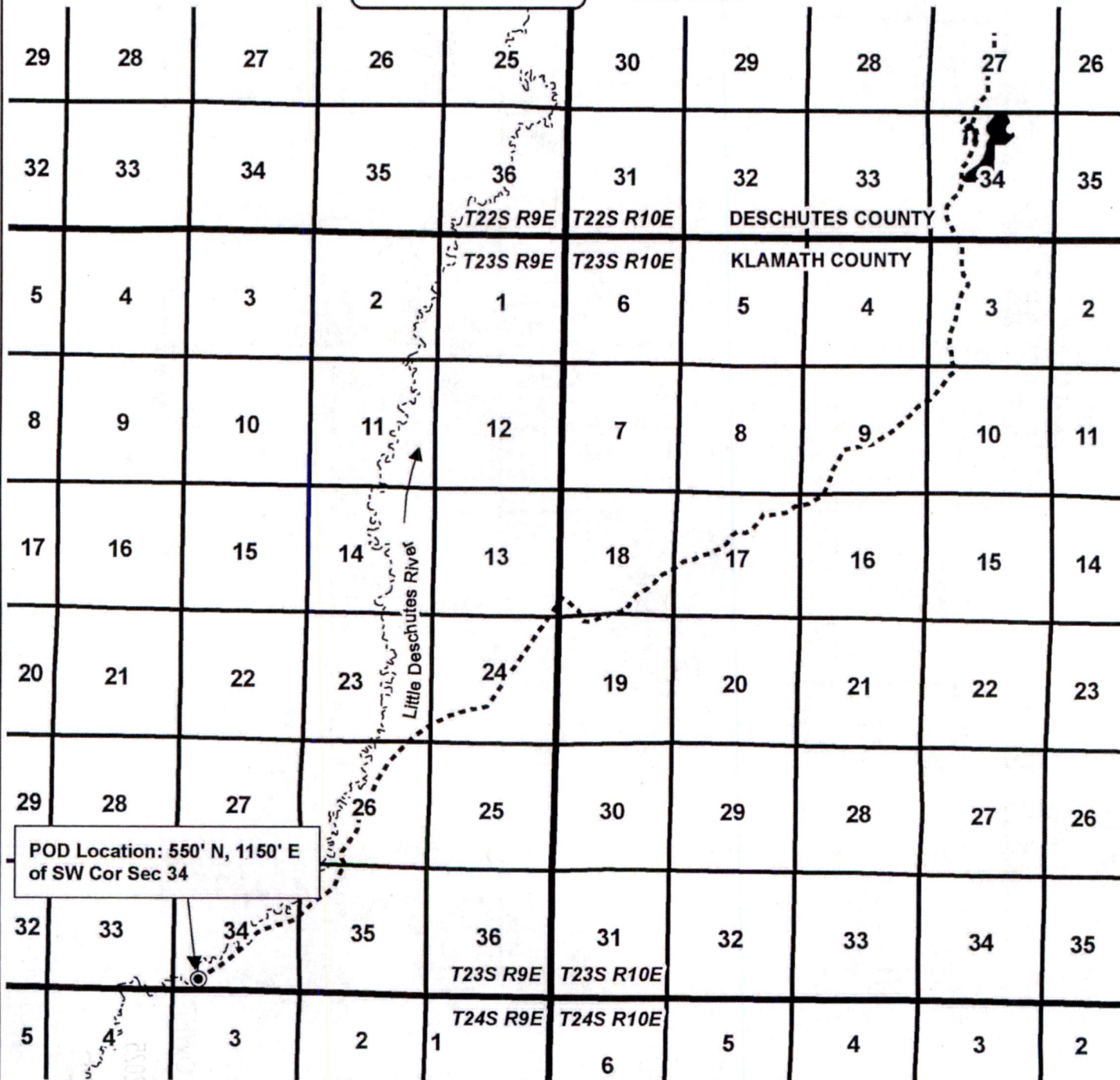
- POD
- Canal
- River
- Place of Use
- Township
- Section

T22S R10E, WM,  
DESCHUTES COUNTY, OR &  
T23S R10E & T23S R9E, WM  
KLAMATH COUNTY, OR



0 6,000 Feet

1" = 6000'



INSTREAM LEASE MAP  
Pinnacle Utilities, LLC

This map is not intended  
to provide legal dimensions  
or locations of property  
ownership lines.

WATER RIGHT SERVICES, LLC

PO BOX 1830, BEND, OR 97709

WWW.OREGONWATER.US 541-389-2837

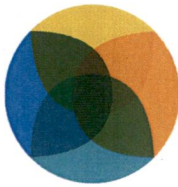
johnshort@usa.com

CCB # 197121

Date: 6/4/2021

C-90239





# BBK

BEST BEST & KRIEGER LLP  
ATTORNEYS AT LAW

Alison K. Toivola  
Partner  
(541) 318-9836  
alison.toivola@bbklaw.com

May 6, 2025

VIA E-MAIL ONLY: GEN@DESCHUTESRIVER.ORG

Genevieve Hubert  
Senior Program Manager  
Deschutes River Conservancy  
700 NW Hill St., Suite 1  
Bend, OR 97703

Re: IL-1975 and MP-309

Dear Ms. Hubert:

We represent the Confederated Tribes of the Warm Springs Reservation of Oregon ("Tribe"). Deschutes River Conservancy ("DRC") has provided the Tribe with certain information concerning Instream Lease 1975 and Mitigation Project 309, identified in Appendix A, hereto (the "Application").

The Tribe has reviewed the information about the Application provided by DRC. The Tribe is relying in good faith upon the information provided by DRC. Based on that information, the Tribe does not object to the Department of Water Resources ("Department") processing the Application in accordance with applicable law, and the Department's customary practice. The Tribe, however, expressly reserves, and does not waive, all rights, claims, and defenses that it may possess in connection with the Application, including, but not limited to, whether the Application violates the Treaty of June 25, 1855, with the Tribes of Middle Oregon, 12 Stat. 963, or the Confederated Tribes of the Warm Springs Reservation Water Rights Settlement Agreement, dated November 17, 1997, as amended.

Please let us know if you have any questions.

Sincerely,

Alison K. Toivola  
of BEST BEST & KRIEGER LLP

AKT

cc: Robert A. Brunoe  
Austin Smith, Jr.  
Brad Houslet  
Josh Newton  
Jeremy Giffin, Oregon Water Resources Department  
Oregon Water Resources Department (wrd\_dl\_transfer\_district@water.oregon.gov)

Received by OWRD

MAY 06 2025

Salem, OR

Received by OWRD

MAY 06 2025

Salem, OR

---

**Appendix A**

---