



State of Oregon  
Water Resources Department  
725 Summer Street NE, Suite A  
Salem, Oregon 97301-1266  
(503) 986-0900

# Application for 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/OWRD/PUBS/forms.shtml](http://www.wrd.state.or.us/OWRD/PUBS/forms.shtml).

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

Optional Identification by Lessor/Lessee: PBC-07-02 Mitigation Project  
Lease Application Number (assigned by WRD): IL-803 (MP-96)

This Lease is between:

**Lessor #2: Irrigation District or Other Water Purveyor**

Name Central Oregon Irrigation District  
Mailing address 1055 SW Lake Ct  
City, State, Zip Code Redmond, OR 97756  
Telephone number 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 gen@deschutesriver.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**

1.2 Lessor #2 is the (Check one):

- 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 \_\_\_\_\_.
- Not applicable.

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. 76358 & 76714

**RECEIVED**

MAR 09 2007

WATER RESOURCES DEPT  
SALEM, OREGON  
FSD

1.4 Are 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.: 76358

Priority date: October 31, 1900 & December 2, 1907 Type of use: Irrig.

Legal Season of Use: April 1 to November 1

If an irrigation right, total number of acres to be leased: 99.60

Total acre-feet of storage to be leased, if applicable: 0

Maximum rate associated with subject water rights (cfs) being leased:

Priority 10/31/1900: Season 1: 1.245, Season 2: 1.660, Season 3: 2.191

Priority 12/02/1907: Season 3: 0.883

If there is more than one rate associated with a water right, describe below:

Season 1 (cfs) \_\_\_\_\_ Time period: \_\_\_\_\_

Season 2 (cfs) \_\_\_\_\_ Time period: \_\_\_\_\_

Season 3 (cfs) \_\_\_\_\_ Time period: \_\_\_\_\_

Maximum duty associated with subject water rights (ac-ft): 987.04

Conditions or other limitations, if any: None

If you need to enter another leased right, please use the additional water rights form.

**~II~ Instream Water Right Information**

2.1 **Public use.** This lease will increase streamflows 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:

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 will be processed to be protected at the POD. (If more than one POD is listed on the certificate, then the POD and any associated reach(es) must be identified): POD #11 to Lake Billy Chinook

Maximum volume in acre-feet:

Priority 10/31/1900: 424.33, Priority 12/02/1907: 118.54

Rate in cfs: Priority 10/31/1900: Season 1: 0.685, Season 2: 0.913, Season 3: 1.205

Priority 12/02/1907: Season 3: 0.486

(If more than one rate, describe the rate associated within each time period or instream reach.)

Rate in cfs: \_\_\_\_\_

Rate in cfs: \_\_\_\_\_

**RECEIVED**

**MAR 09 2007**

(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

**WATER RESOURCES DEPT  
SALEM, OREGON**

- The instream flow will be allocated on a daily average basis up to the described rate from April 1, 2007 through October 26, 2007.
- Other (describe): \_\_\_\_\_

**2.3 Term of lease.** This lease shall terminate on October 31, 2007.

**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.

**~III~ Other Information**

**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 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 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 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 Termination provision.**

- For multiyear leases, the Lessor(s) shall have the option of terminating the lease each 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 30-days prior to the period of allowed instream use or after the period of allowed use has 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.

**RECEIVED**

MAR 09 2007

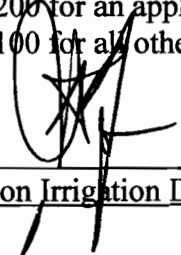
WATER RESOURCES DEPT  
SALEM, OREGON

FSD

**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.** 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 #2:  Date: 7 March 2007  
Central Oregon Irrigation District

Lessee:  Date: 8 March 2007  
Deschutes Water Exchange Mitigation Bank

Other Attachments as Needed:

Attachment 1: Tax Lot Map. (See instructions.)

Attachment 2: Detailed map illustrating lands under subject rights to be leased; required if only part of a right is being leased instream. (See instructions.)

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 Water Right Holder Form

**RECEIVED**

**MAR 09 2007**

**WATER RESOURCES DEPT  
SALEM, OREGON**



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

## 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](http://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: 237140 2346  
Lease Agreement Number (assigned by WRD): IL 803 / MP-96

This Lease Agreement is between:

**Lessor #1 (Landowner):**

(Name) Laurel H Griffiths Revocable Living Trust  
(Mailing address) 717 NW Helmholtz  
(City, State, Zip Code) Redmond, OR 97756  
(Telephone number) 541-475-6912  
(Email address) \_\_\_\_\_

If additional landowners, enter landowner information below

Note: The numbering associated with this form corresponds to that found on the "Standard Instream Lease Application" form. The "Pooled Lease" form and "Pooled Landowner" form(s) are used to provide the same information as the "Standard Instream Lease Application" form. Consequently, the numbering on this form is not always sequential.

### ~I~ Ownership and Water Right Information

**1.1** Lessor #1 is the owner, or authorized agent for owner of property located at: Township 15, Range 13, Section 07 and Tax Lot number 500. If the water right appurtenant to these lands is also appurtenant to lands owned by others, then Attachment 1, (tax lot map of lessor's property) needs to be included.

**1.3** For the lands being leased, list all water rights appurtenant to the lessor's property. Indicate if there are any supplemental or overlying rights.

Certificate No. 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.** Landowner proposes to lease the water rights shown on the map attached as Exhibit 5-B (this information may be included on Exhibit 5-A, or an additional map may be attached). (Crosshatch the area of water rights being leased). Attached map(s) must identify Township, Range, Section and 1/4 1/4, tax lot number, map orientation and scale.

**RECEIVED**

MAR 09 2007

	F	R	Sect	1/4	Tax Lot	Acres	Type of Use	Certificate #	Page(s) #	Priority *
*(Identify pertinent page number of certificate, if certificate is greater than 10 pages; identify priority date if there is more than one per certificate)										
1.	15 S	13 E	07	SE NW	500	15.20	Irrigation	76358	33	10/31/1900
2.	15 S	13 E	07	NE SW	500	2.80	Irrigation	76358	33	10/31/1900
3.	15 S	13 E	07	NW SW	500	18.80	Irrigation	76358	33	10/31/1900
4.										
5.										

Total number of acres, if for irrigation, by certificate and priority date: Cert #76358, Oct. 31, 1900 - 36.80 acres

Acres-feet of storage, if applicable: 0

Conditions or other limitations, if any: None

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 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**

**2.3 Term of lease.** This lease shall terminate on October 31, 2007. (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.

**RECEIVED**

**MAR 09 2007**

- 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 (\_\_\_\_\_), with 30 day written notice to the Department provided by the Irrigation District, Other Water Purveyor or Lessee (if different than Department). The lessor must contact the Irrigation District, Other Water Purveyor, or Lessee (if different than Department) to indicate their interest in terminating the lease agreement.
  - 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.

Lessor #1 Laurel H. Griffiths Date: 2-26-07  
 Laurel H. Griffiths By Debra K Carter Elandsen P.O.A.

For additional Lessors, type in space for signature and date

\_\_\_\_\_

Lessee: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_

Other Attachments As Needed:

- Exhibit 5-A: Tax Lot Map of Landowner's Property
- Exhibit 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 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)
- Exhibit 5-D: Split Season Instream Use Form

\_\_\_\_\_

**RECEIVED**

MAR 09 2007

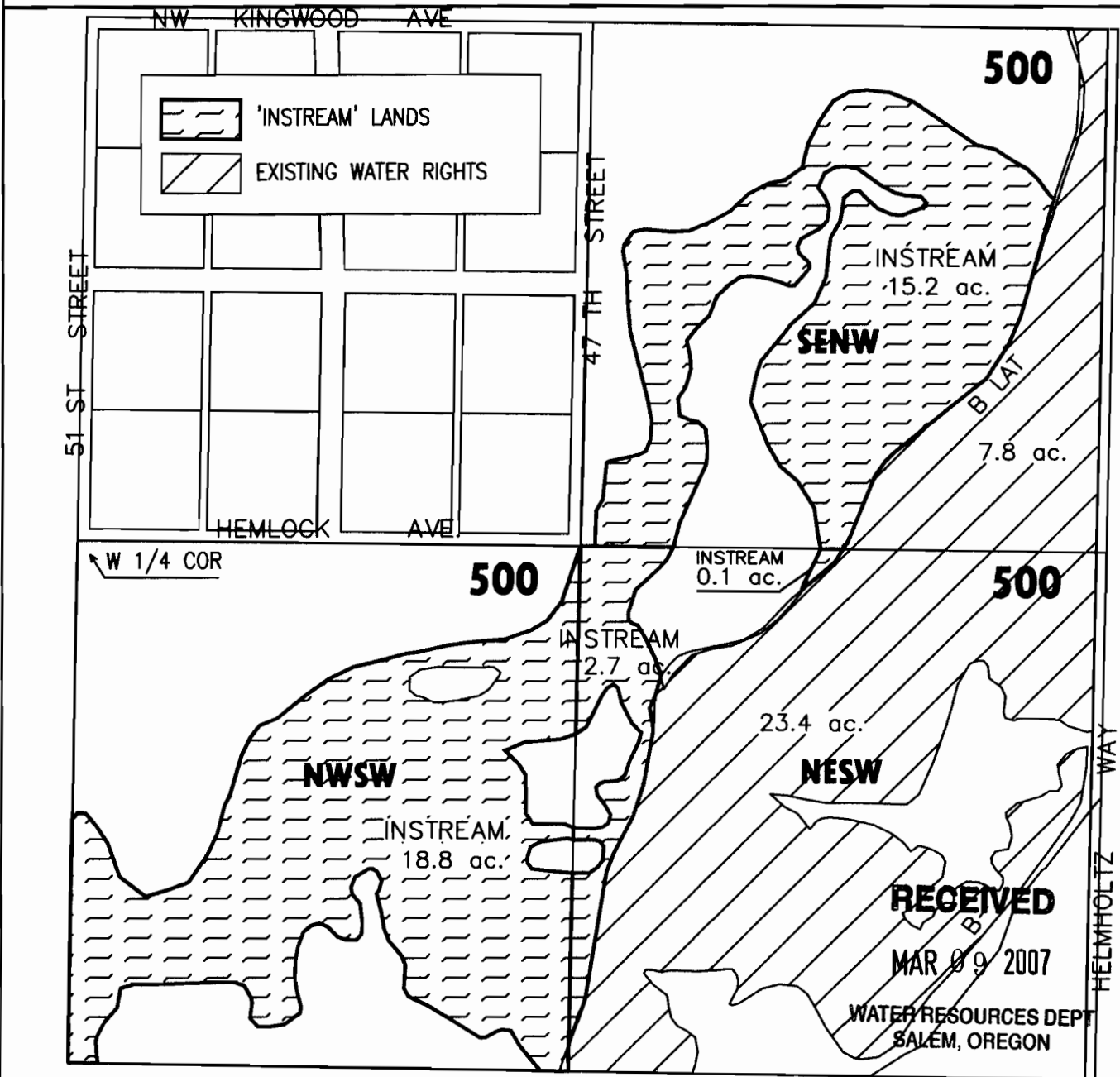
WATER RESOURCES DEPT  
SALEM, OREGON

**DESCHUTES COUNTY  
SEC.07 T15S. R13E. W.M.**

SCALE - 1" = 400'



**SE 1/4 OF THE NW 1/4; N 1/2 OF THE SW 1/4**



APPLICATION FOR 1YR INSTREAM LEASE

NAME: LAUREL GRIFFITHS REVOCABLE TRUST

TAXLOT #: 500

36.8 ACRES INSTREAM

DATE: 03-02-07

FILE NO: E:\TRANSFER\INSTREAM\INSTRM07\1YR\GRIFFITHS



DESCHUTES COUNTY OFFICIAL RECORDS  
NANCY BLANKENSHIP, COUNTY CLERK

2003-35504



\$46.00

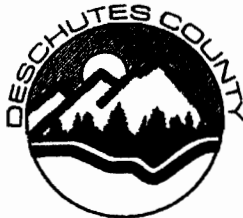
00168412280300355040050051

05/28/2003 02:04:46 PM

D-PA Cnt=1 Str=3 BECKEY  
\$20.00 \$11.00 \$10.00 \$5.00

# DESCHUTES COUNTY CLERK

## CERTIFICATE PAGE



**RECEIVED**

MAR 09 2007

WATER RESOURCES DEPT  
SALEM, OREGON

**This page must be included  
if document is re-recorded.  
Do Not remove from original document.**

## DURABLE POWER OF ATTORNEY

I, **LAUREL H. GRIFFITHS**, of **Redmond**, Oregon, appoint **DEBRA CARTER** my Agent and attorney-in-fact ("**my Agent**"), with power and authority to:

1. Support. Make ~~expenditures~~ for my health, education, support, maintenance, and general welfare, and for ~~the health~~, education, support, and maintenance of any members of my immediate family who are or become dependent upon me for support.

2. Managing and Disposing of Assets. Take possession of, retain, change the form of, manage, maintain, improve, lease, grant options on, encumber, sell, exchange, or otherwise dispose of any of my real or personal property or any interest in property, in any manner and on any terms my Agent considers to be in my best interests.

3. Checks and Notes. Receive, endorse, sign, sell, discount, deliver, and deposit checks, drafts, notes, and negotiable or nonnegotiable instruments, including any drawn on the Treasury of the United States or the state of Oregon or any other state or governmental entity.

4. Financial Institutions. Enter into any transaction with and contract for any services rendered by a financial institution, including continuing, modifying, or terminating existing accounts; opening new accounts; drawing, endorsing, or depositing checks, drafts, and other negotiable instruments; acquiring and transferring certificates of deposit; withdrawing funds deposited in my name alone or in my name and the name of any other person or persons; and providing or receiving financial statements. "Financial institutions" means banks, trust companies, savings banks, commercial banks, savings and loan associations, credit unions, loan companies, thrift institutions, mutual fund companies, investment advisors, brokerage firms, and other similar institutions.

5. Investments and Securities Transactions. Invest and reinvest in common or preferred stocks, bonds, mutual funds, common trust funds, money market accounts, secured and unsecured obligations, mortgages, and other real or personal property; engage in investment transactions with any financial institution; and hold my securities in the name of my Agent's nominee or in unregistered form.

6. Insurance and Annuity Contracts. Purchase, maintain, modify, renew, convert, exchange, borrow against, surrender, cancel, and collect or select payment options under any insurance or annuity contract. This power shall extend to any insurance I own on the life of my Agent. Any receipt, release, or other instrument executed by my Agent in connection with any insurance or annuity contract shall be binding and conclusive upon all persons.

7. Business Interests. Continue, participate in, sell, reorganize, or liquidate any business or other enterprise owned by me, either alone or with any other person or persons.

Page 1 - DURABLE POWER OF ATTORNEY

G:\WP51\EPF\CARTER, DEBRA\Laurel POA.wpd

**RECEIVED**

MAR 09 2007

WATER RESOURCES DEPT  
SALEM, OREGON

BRYANT, EMERSON & FITCH  
ATTORNEYS AT LAW  
888 WEST EVERGREEN AVENUE  
P.O. BOX 457

Return to:  
Debra Carter  
2000 1st St SW  
Firm

8. Voting. Appear **and vote** for me in person or by proxy at any corporate or other meeting.

9. Flower Bonds. **Purchase** U.S. Treasury bonds redeemable at par in payment of federal estate tax, and borrow **funds** and pledge the bonds as collateral to make the purchase.

10. Retirement Plans. **Establish**, modify, contribute to, select payment options under, make elections under, receive **payments** from, make rollovers to, and take any other steps I might take with respect to **IRA accounts** and other retirement plans.

11. Credit Cards. **Cancel** or continue my credit cards and charge accounts, use my credit cards to make purchases, and sign charge slips on my behalf.

12. Collections. Demand and collect any money or property owed to me and give a receipt or discharge for the money or property collected.

13. Debts. Pay my debts and other obligations.

14. Litigation. Sue upon, defend, compromise, or submit to arbitration any controversies in which I may be interested; and act in my name in connection with any complaint, proceeding, or suit.

15. Taxes and Assessments. Pay any tax or assessment; appear for and represent me, in person or by attorney, in all tax matters; execute any power of attorney forms required by the Internal Revenue Service, the Oregon Department of Revenue, or any other taxing authority; receive confidential information from any taxing authority; prepare, sign, and file federal, state, and local tax returns and reports for all tax matters, including income, gift, estate, inheritance, generation-skipping, sales, business, FICA, payroll, and property tax matters; execute waivers, including waivers of restrictions on assessment or collection of tax deficiencies and waivers of notice of disallowance of a claim for credit or refund; execute consents, closing agreements, and other documents related to my tax liability; make any elections available under federal or state tax law; and delegate authority or substitute another representative with respect to all matters described in this paragraph.

16. Government Benefits. Perform any act necessary or desirable in order for me or my spouse to qualify for and receive all types of government benefits, including Medicare, Medicaid, Social Security, veterans', and workers' compensation benefits.

17. Disclaimer. Disclaim any property, interest in property, or power to which I may be entitled; and take all steps required to make the disclaimer effective under state and federal laws, including Section 25 18 of the Internal Revenue Code or any successor statute. In deciding whether to disclaim, my Agent shall consider the effect of disclaimer on taxes that may be

payable, on qualification for government benefits, and on my existing estate plan.

18. Elective Share Rights. Exercise any right to claim an elective share in any estate or under any Will.

19. Fiduciary Positions. Resign from or renounce on my behalf fiduciary positions, including personal representative, trustee, conservator, guardian, attorney-in-fact, and officer or director of a corporation; and discharge me from further responsibility by filing accounting with a court or settling by formal or informal methods.

20. Safe Deposit Box. Have access to and make deposits to or withdrawals from any safe deposit box rented in my name alone or in my name and the name of any other person or persons.

21. Mail. Redirect my mail.

22. Custody of Documents. Take custody of important documents, including any Will, trust agreements, deeds, life insurance policies, and contracts.

23. Employees and Advisors. Employ, compensate, and discharge attorneys, accountants, investment advisors, property managers, custodians, physicians, dentists, nurses, household help, and others to render services to me or for my benefit.

24. Perform Other Acts to Carry Out the Powers Granted. Execute and deliver any written instrument and perform any other act necessary or desirable to carry out any of the powers granted to my Agent or my Special Agent under this power of attorney, as fully as I might do personally. I ratify and confirm all acts performed by my Agent or my Special Agent pursuant to this power of attorney.

25. Third Party Reliance. Third parties who rely in good faith on the authority of my Agent or my Special Agent under this power of attorney shall not be liable to me, to my estate, or to my heirs, successors, or assigns. Third parties without actual notice of revocation may conclusively rely on the continued validity of this power of attorney. If requested, my Agent or my Special Agent shall furnish, and a third party may conclusively rely on, an affidavit or certificate stating that (1) I was competent at the time this power of attorney was executed, (2) the power of attorney has not been revoked, (3) my Agent or my Special Agent continues to serve as attorney-in-fact under the power of attorney, and (4) my Agent or my Special Agent is acting within the scope of authority granted under the power of attorney. My Agent or my Special Agent may sue or pursue other action against any third party who refuses to honor this power of attorney after such an affidavit or certificate has been provided.

26. Durability. The powers granted to my Agent under this power of attorney shall

**RECEIVED**

MAR 09 2007

WATER RESOURCES DEPT  
SALEM, OREGON

continue to be exercisable even though I have become disabled or incompetent.

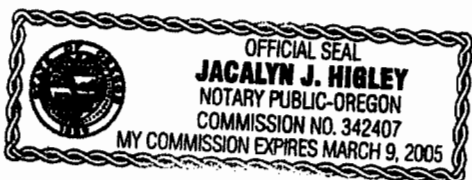
27. Governing Law. The validity and construction of this power of attorney shall be determined under Oregon law.

I have signed this power of attorney this 27 day of May, 2003.

Laurel H. Griffiths  
LAUREL H. GRIFFITHS

STATE OF OREGON )  
County of Deschutes ) ss.

On this 27 day of May 2003, before me personally appeared LAUREL H. GRIFFITHS and acknowledged to me that he executed this power of attorney freely and voluntarily.



Jacalyn J. Higley  
Notary Public for Oregon  
My commission expires: mar 9, 2005

SIGNATURE OF AGENT

Agent acknowledges that the following is Agent's signature:  
Debra Carter

STATE OF OREGON )  
County of Deschutes ) ss.

This instrument was acknowledged before me this 27 day of May, 2003, by Debra Carter.



Jacalyn J. Higley  
Notary Public for Oregon  
My commission expires: mar 9, 2005

RECEIVED

MAR 09 2007

WATER RESOURCES DEPT  
SALEM, OREGON



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

## 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](http://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: 361920

Lease Agreement Number (assigned by WRD): IL-803 TMA-96

This Lease Agreement is between:

**Lessor #1 (Landowner):**

(Name) Harold L. James  
(Mailing address) 55268 Pioneer Rd  
(City, State, Zip Code) Scappoose, OR 97056  
(Telephone number) 503-543-5140  
(Email address) \_\_\_\_\_

If additional landowners, enter landowner information below

Note: The numbering associated with this form corresponds to that found on the "Standard Instream Lease Application" form. The "Pooled Lease" form and "Pooled Landowner" form(s) are used to provide the same information as the "Standard Instream Lease Application" form. Consequently, the numbering on this form is not always sequential.

### ~I~ Ownership and Water Right Information

1.1 Lessor #1 is the owner, or authorized agent for owner of property located at: Township 16, Range 12, Section 15 and Tax Lot number 400. If the water right appurtenant to these lands is also appurtenant to lands owned by others, then Attachment 1, (tax lot map of lessor's property) needs to be included.

1.3 For the lands being leased, list all water rights appurtenant to the lessor's property. Indicate if there are any supplemental or overlying rights.

Certificate No. 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.** Landowner proposes to lease the water rights shown on the map attached as Exhibit 5-B (this information may be included on Exhibit 5-A, or an additional map may be attached). (Crosshatch the area of water rights being leased). Attached map(s) must identify property owner, Township, Range, Section and 1/4 1/4, tax lot number, map orientation and scale.

**RECEIVED**

MAR 09 2007

	I	R	Sect	1/4	Tax Lot	Acres	Type of Use	Certificate #	Page(s) #	Priority *
*(Identify pertinent page number of certificate, if certificate is greater than 10 pages; identify priority date if there is more than one per certificate)										
1.	16 S	12 E	15	NW NE	400	10.70	Irrigation	76358	55	10/31/1900
2.										
3.										
4.										
5.										

Total number of acres, if for irrigation, by certificate and priority date: Cert #76358, Oct. 31, 1900 - 10.70 acres

Acre-feet of storage, if applicable: 0

Conditions or other limitations, if any: None

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 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**

**2.3 Term of lease.** This lease shall terminate on October 31, 2007. (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.

**RECEIVED**

MAR 09 2007

- 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 (\_\_\_\_\_), with 30 day written notice to the Department provided by the Irrigation District, Other Water Purveyor or Lessee (if different than Department). The lessor must contact the Irrigation District, Other Water Purveyor, or Lessee (if different than Department) to indicate their interest in terminating the lease agreement.
  - 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.

Lessor #1: Ramona Wulzen for Date: 2-20-07  
 Harold L. James Harold L. James (see attached power of attorney)

For additional Lessors, type in space for signature and date

Lessee: \_\_\_\_\_ Date: \_\_\_\_\_

Other Attachments As Needed:

- Exhibit 5-A: Tax Lot Map of Landowner's Property
- Exhibit 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 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)
- Exhibit 5-D: Split Season Instream Use Form

**RECEIVED**

**MAR 09 2007**

**WATER RESOURCES DEPT  
 SALEM, OREGON FSD**

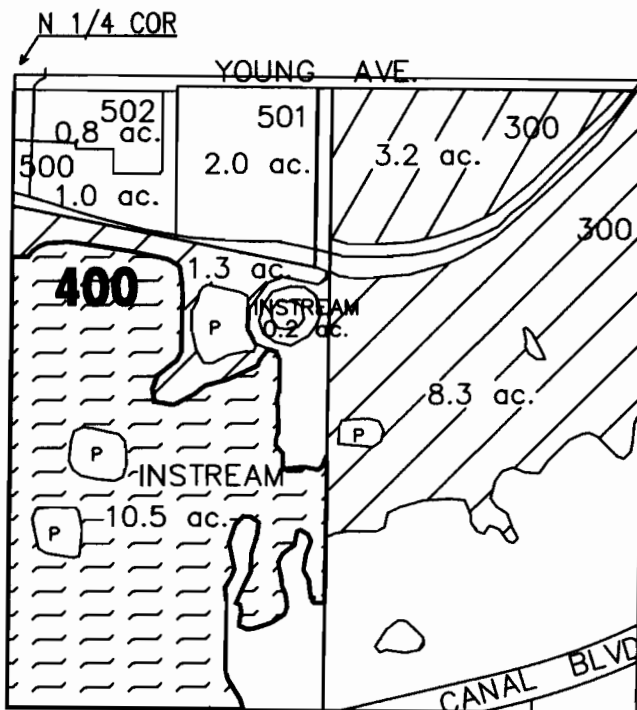


**DESCHUTES COUNTY  
SEC. 15 T16S. R12E. W.M.**

SCALE - 1" = 400'



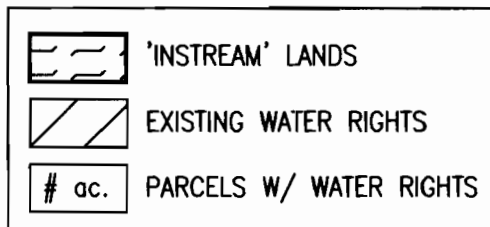
**NW 1/4 OF THE NE 1/4**



**RECEIVED**

**MAR 09 2007**

**WATER RESOURCES DEPT  
SALEM, OREGON**



APPLICATION FOR 1YR INSTREAM LEASE

NAME: HAROLD JAMES & ROMONA J. WULZEN

TAXLOT #: 400

10.7 ACRES INSTREAM

DATE: 02-28-07

FILE NO: E:\TRANSFER\INSTREAM\INSTRM07\1YR\JAMES

IN THE CIRCUIT COURT OF THE STATE OF OREGON  
FOR THE COUNTY OF DESCHUTES  
PROBATE DEPARTMENT

IN THE MATTER OF THE )  
GUARDIANSHIP OF ) Case No. 04PC0061ST  
HAROLD LLOYD JAMES )  
 ) LETTERS OF GUARDIANSHIP  
Dob 9/17/22 )  
A protected person. )

STATE OF OREGON, County of Deschutes) ss.

BY THESE LETTERS OF GUARDIANSHIP be informed:

That on November 18, 2004 the Circuit Court, Deschutes County, State of Oregon, appointed RAMONA WULZEN guardian of HAROLD LLOYD JAMES, that the named guardian has qualified and has authority and duties of guardian for the named protected person provided in the order appointing the guardian, a copy of which is attached to these letters.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the seal of the court at my office on November 18, 2004.



ERNEST J. MAZOROL III  
TRIAL COURT ADMINISTRATOR

By

Mary C. Sagan  
Probate Commissioner/Deputy Clerk

STATE OF OREGON, County of Deschutes) ss.

I, Mary C. Sagan hereby certify that the foregoing Letters of Guardianship have been compared by me with the original Letters on file and of record in my office and in my custody in the above entitled matter; that said copy is a true and correct transcript of said original and of the whole thereof and that the said Letters are now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto subscribed my hand and affixed the seal of said court this 18<sup>th</sup> day of November, 2004.

ERNEST J. MAZOROL III  
TRIAL COURT ADMINISTRATOR

By

Mary C. Sagan  
Probate Commissioner/Deputy Clerk

**RECEIVED**

MAR 09 2007

**DURABLE POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS, that I Harold L. James, of 21045 Young Ave., Bend, County of Dechutes, Oregon 97701 do hereby make, constitute and appoint Ramona J. Wulzen of 55268 Pioneer Rd., Scappoose, County of Columbia, Oregon 97056 my true and lawful attorney for me and in my name, place and stead, and in my behalf, and for my use and benefit:

1. To exercise or perform any act, power, duty, right or obligation whatsoever that I now have, or may hereafter acquire the legal right, power, or capacity to exercise or perform, in connection with, arising from, or relating to any person, item, transaction, thing, business, property, real or personal, tangible or intangible, or matter whatsoever.
2. To request, ask, demand, sue for, recover, collect, receive, and hold, possess and invest all sums of money, debts, commercial paper, checks, drafts, accounts, deposits, bequests, devises, notes, interests, bonds, dividends, certificates of deposit, any and all documents of title, choses in action, and demands whatsoever, whether agreed to or disputed, as now are, or shall hereafter become, owned by, or due, owing payable, or belonging to, me or in which I have or may hereafter acquire any interest, to have, or use; and take all lawful means and equitable and legal remedies, procedures, and writs in my name for the collection and recovery thereof, and to adjust, sell, compromise, and agree for the same; and to make, execute, and deliver for me, on my behalf, and in my name, all endorsements, releases, receipts, or other proper discharges for the same as if done by me personally.
3. To maintain, repair, improve, manage, insure, rent, lease, grant, bargain, sell, exchange, pledge and contract for all of the foregoing, and in any way or manner deal with all or any part of any real or personal property whatsoever, tangible or intangible, or any interest therein, that I now own or may hereafter acquire, in my behalf, and in my name; and to effect any or all of the above-described transactions to any entities on such terms and at prices my attorney-in-fact may deem proper, and in my name to make, execute, acknowledge and deliver any deed of conveyance or other instrument, necessary to effect such transactions; and to ask for, demand, sue for, collect, recover and receive all monies which may become due and owing to me by reason of such transaction.
4. To conduct, engage in, and transact any and all lawful business of whatever nature or kind for me, on my behalf and in my name.
5. To receive, deposit, hold, invest or cash all payments which I receive from Social Security, Medicare or any other government program or agency, annuities, pension and retirement benefits, insurance benefits and proceeds and to request, ask, demand, sue for and recover same.
6. To make, receive, sign, endorse, execute, acknowledge, deliver, and possess such applications, contracts, agreements, options, covenants, conveyances, deeds, trust deeds, security agreements, bills of sale, leases, mortgages, assignments, insurance policies, bills of lading, warehouse receipts, documents of title, bonds, debentures, checks, drafts, bills of exchange,

MAR 09 2007

**WATER RESOURCES DEPT  
SALEM, OREGON**

letters of credit, notes, stock certificates, proxies, warrants, commercial paper, receipts, withdrawal receipts and deposit instruments relating to accounts or deposits in, certificates of deposit of, or investments with or through banks, savings and loan brokers, mutual fund companies or other institutions or associations, proofs of loss, evidences of debts, releases, and satisfaction of mortgages, lien, judgments, security agreements and other debts and obligations and such other instruments in writing of whatever kind and nature as may be necessary or proper in the exercise of the rights and powers herein granted.

7. To enter any safe deposit box, vault or other storage area leased by me alone or in conjunction with any other person, to sign such documents as may be necessary to gain access to same, and to examine, remove and keep the contents of same fully as I could if I were present.

8. To prepare, or cause to be prepared, federal, state and local tax returns and Internal Revenue Service, state and local powers of attorney; to execute and file federal, state and local tax returns on my behalf and in my name; to respond to notices and audit inquiries and to settle tax disputes.

9. To deal with and elect options under retirement plans including but not limited to annuities, pension plans, profit sharing plans, individual retirement accounts, rollovers, transfer and voluntary contributions of same; to apply for and maintain life insurance; to complete charitable contributions; to make statutory elections and disclaimers; and to settle, pursue, or appeal litigation on my behalf and in my name.

10. To make, execute, deliver and complete gifts of my property, whether real or personal, tangible or intangible, and without regard to whether such gifts are a part of estate planning or otherwise, and regardless of whether such gifts are a part of a pattern begun by me.

11. I grant to said attorney full power and authority to do, take, and perform, all and every act and thing whatsoever requisite, proper, or necessary to be done, in the exercise of any of the rights and powers herein granted, as fully for all intents and purposes as I might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that said attorney, or his substitute or substitutes, shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted.

12. No person shall be required to inquire as to the circumstances of the issuance or use of this instrument or as to the disposition of any proceeds paid to my attorney based on this instrument.

13. This is a durable power of attorney. The rights, powers, and authority of my agent shall commence and be in full force and effect on the date of execution of this instrument, and such rights, powers, and authority shall remain in full force and effect thereafter until my death. This power of attorney shall not terminate on my subsequent disability or incapacity.

As used herein, "disability" or "incapacity" shall mean that my ability to receive and evaluate information effectively or to communicate decisions, or both, is impaired to such an extent that I lack the capacity to manage my financial resources as determined by the certification of one

licensed physician, and shall include by inability to take actions due to involuntary detention or disappearance, as determined by affidavit of one party with knowledge regarding the same. I hereby waive any physician-client privilege for this limited purpose and authorize the disclosure or such certification by the physician to my agent for use by that person as necessary hereunder.

14. My attorney shall not be compensated for services performed or activities carried out on my behalf pursuant to this Durable Power of Attorney.

If this Durable Power of Attorney is terminated by operation of law, any person acting in reliance upon it without notice of such termination shall be held harmless. The enumeration of specific terms, rights, acts or powers is not intended to limit the definition or scope of powers granted herein.

IN WITNESS WHEREOF, Harold L. James has executed this Durable Power of Attorney on Aug. 8 at Redmond, OR.

Harold L. James  
Harold L. James

Notary's Acknowledgment

State of Oregon )  
 ) ss  
County of Deschutes )

On this Aug 8, 2002 before me personally appeared Harold L. James, to me known to be the person described in and who executed the foregoing instrument and acknowledged to me that Harold L. James executed the same as his free act and deed.



Tyrell Miles  
Notary Public

**RECEIVED**

**MAR 09 2007**

WATER RESOURCES DEPT  
SALEM, OREGON



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

## 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](http://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: 2673

Lease Agreement Number (assigned by WRD): IL-803 / MP-96

This Lease Agreement is between:

**Lessor #1 (Landowner):**

(Name) Red Antler, LLC  
(Mailing address) 235 SE Wilson Ave, Ste 101  
(City, State, Zip Code) Bend, OR 97702  
(Telephone number) 541-350-3769  
(Email address) \_\_\_\_\_

**RECEIVED**

**MAR 09 2007**

**WATER RESOURCES DEPT  
SALEM, OREGON**

If additional landowners, enter landowner information below

Note: The numbering associated with this form corresponds to that found on the "Standard Instream Lease Application" form. The "Pooled Lease" form and "Pooled Landowner" form(s) are used to provide the same information as the "Standard Instream Lease Application" form. Consequently, the numbering on this form is not always sequential.

### ~I~ Ownership and Water Right Information

**1.1** Lessor #1 is the owner, or authorized agent for owner of property located at: Township 15, Range 13, Section 18 and Tax Lot number 201. If the water right appurtenant to these lands is also appurtenant to lands owned by others, then Attachment 1, (tax lot map of lessor's property) needs to be included.

**1.3** For the lands being leased, list all water rights appurtenant to the lessor's property. Indicate if there are any supplemental or overlying rights.

Certificate No. 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.** Landowner proposes to lease the water rights shown on the map attached as Exhibit 5-B (this information may be included on Exhibit 5-A, or an additional map may be attached). (Crosshatch the area of water rights being leased). Attached map(s) must identify property owner, Township, Range, Section and 1/4 1/4, tax lot number, map orientation and scale.

I	R	Sect	T <sub>1</sub>	T <sub>2</sub>	Tax Lot	Acres	Type of Use	Certificate #	Page(s) #	Priority*
*(Identify pertinent page number of certificate, if certificate is greater than 10 pages; identify priority date if there is more than one per certificate)										
1.	15 S	13 E	18	NW NE	201	4.20	Irrigation	76358	38	10/31/1900
2.										
3.										
4.										
5.										

Total number of acres, if for irrigation, by certificate and priority date: Cert #76358, Oct. 31, 1900 - 4.20 acres

Acre-feet of storage, if applicable: 0

Conditions or other limitations, if any: None

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 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

**2.3 Term of lease.** This lease shall terminate on October 31, 2007. (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.

**RECEIVED**

MAR 09 2007

- 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 (\_\_\_\_\_), with 30 day written notice to the Department provided by the Irrigation District, Other Water Purveyor or Lessee (if different than Department). The lessor must contact the Irrigation District, Other Water Purveyor, or Lessee (if different than Department) to indicate their interest in terminating the lease agreement.
- 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.

Lessor #1: Michael Antler Date: 2/27/07  
 Red Antler, LLC

For additional Lessors, type in space for signature and date

\_\_\_\_\_

Lessee: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_

**Other Attachments As Needed:**

- Exhibit 5-A: Tax Lot Map of Landowner's Property
- Exhibit 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 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)
- Exhibit 5-D: Split Season Instream Use Form
- \_\_\_\_\_

**RECEIVED**

MAR 09 2007

WATER RESOURCES DEPT  
 SALEM, OREGON

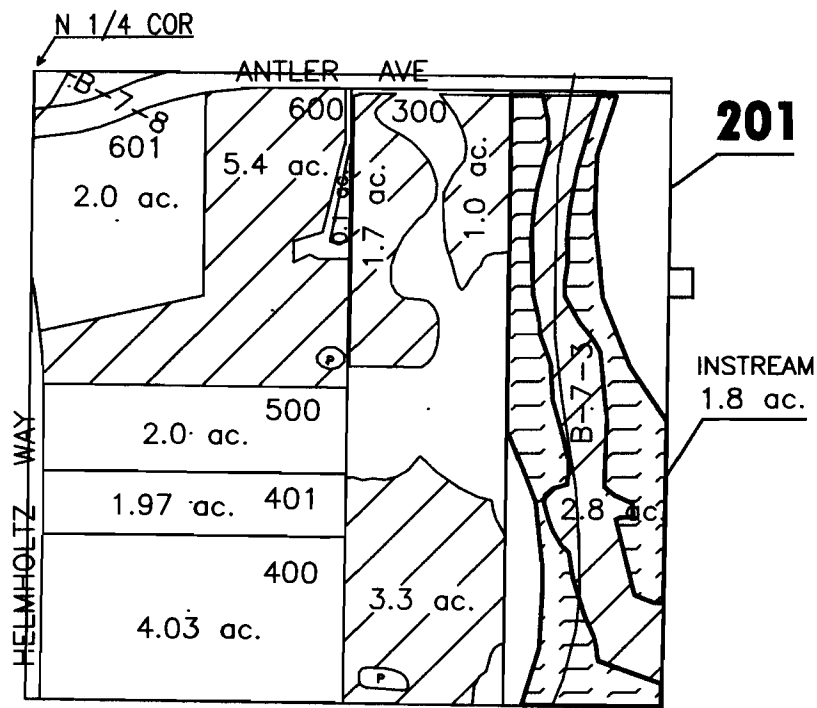


**DESCHUTES COUNTY  
SEC.18 T15S. R13E. W.M.**

SCALE - 1" = 400'



**NW 1/4 OF THE NE 1/4**



**RECEIVED**

MAR 09 2007

WATER RESOURCES DEPT  
SALEM, OREGON

	'INSTREAM' LANDS
	EXISTING WATER RIGHTS
	PARCELS W/ WATER RIGHTS



APPLICATION FOR 1YR INSTREAM LEASE

NAME: RED ANTLER, LLC

TAXLOT #: 201

4.2 ACRES INSTREAM

DATE: 03-02-07

FILE NO: E:\TRANSFER\INSTREAM\INSTRM07\1YR\REDANTLER



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

## 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](http://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: 597120

Lease Agreement Number (assigned by WRD): IL-803 / MP-96

This Lease Agreement is between:

**Lessor #1 (Landowner):**

(Name) Redmond School District 2J  
(Mailing address) % Doug Snyder  
145 SW Salmon  
(City, State, Zip Code) Redmond, OR 97756  
(Telephone number) 541-923-5437  
(Email address) \_\_\_\_\_

**RECEIVED**

**MAR 09 2007**

**WATER RESOURCES DEPT  
SALEM, OREGON**

If additional landowners, enter landowner information below

Note: The numbering associated with this form corresponds to that found on the "Standard Instream Lease Application" form. The "Pooled Lease" form and "Pooled Landowner" form(s) are used to provide the same information as the "Standard Instream Lease Application" form. Consequently, the numbering on this form is not always sequential.

### ~I~ Ownership and Water Right Information

**1.1** Lessor #1 is the owner, or authorized agent for owner of property located at: Township 15, Range 13, Section 30 and Tax Lot number 1500. If the water right appurtenant to these lands is also appurtenant to lands owned by others, then Attachment 1, (tax lot map of lessor's property) needs to be included.

**1.3** For the lands being leased, list all water rights appurtenant to the lessor's property. Indicate if there are any supplemental or overlying rights.

Certificate No. 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.** Landowner proposes to lease the water rights shown on the map attached as Exhibit 5-B (this information may be included on Exhibit 5-A, or an additional map may be attached). (Crosshatch the area of water rights being leased). Attached map(s) must identify property owner, Township, Range, Section and 1/4 1/4, tax lot number, map orientation and scale.

	I	R	Sect	1/4	Tax Lot	Acres	Type of Use	Certificate #	Page(s) #	Priority #
*(Identify pertinent page number of certificate, if certificate is greater than 10 pages; identify priority date if there is more than one per certificate)										
1.	15 S	13 E	30	SE SW	1500	4.90	Irrigation	76358	42	10/31/1900
2.										
3.										
4.										
5.										

Total number of acres, if for irrigation, by certificate and priority date: Cert #76358, Oct. 31, 1900 - 4.90 acres

Acres-feet of storage, if applicable: 0

Conditions or other limitations, if any: None

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 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).

**RECEIVED**

**~II~ Instream Water Right Information**

MAR 09 2007

**2.3 Term of lease.** This lease shall terminate on October 31, 2007. (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.)

WATER RESOURCES DEPT  
SALEM, OREGON

**~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 (\_\_\_\_\_), with 30 day written notice to the Department provided by the Irrigation District, Other Water Purveyor or Lessee (if different than Department). The lessor must contact the Irrigation District, Other Water Purveyor, or Lessee (if different than Department) to indicate their interest in terminating the lease agreement.
  - 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.

Lessor #1: *David L. Suplee* Date: *2/19/07*  
 Redmond School District 2J

For additional Lessors, type in space for signature and date

\_\_\_\_\_

Lessee: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_

Other Attachments As Needed:

- Exhibit 5-A: Tax Lot Map of Landowner's Property
  - Exhibit 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 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)
  - Exhibit 5-D: Split Season Instream Use Form
- \_\_\_\_\_

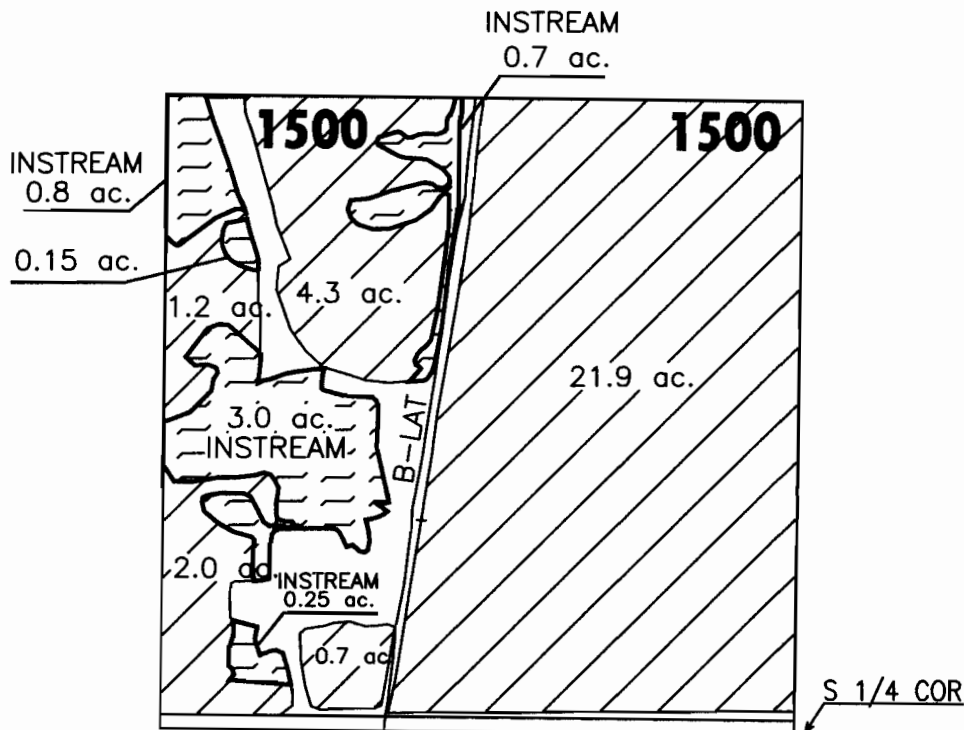
**RECEIVED**  
**MAR 09 2007**  
 WATER RESOURCES DEPT  
 SALEM, OREGON

**DESCHUTES COUNTY  
SEC.30 T15S. R13E. W.M.**

SCALE - 1" = 400'



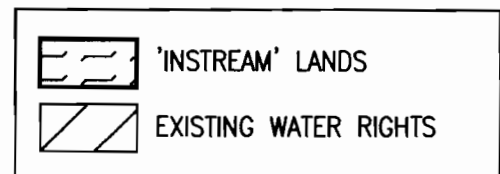
SE 1/4 OF THE SW 1/4



**RECEIVED**

MAR 09 2007

WATER RESOURCES DEPT  
SALEM, OREGON



APPLICATION FOR 1YR INSTREAM LEASE

NAME: REDMOND SCHOOL DISTRICT

TAXLOT #: 1500

4.9 ACRES INSTREAM

DATE: 02-08-07

FILE NO: E:\TRANSFER\INSTREAM\INSTRM07\1YR\REDMOND\_SCHOOL



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

### 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](http://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: 2806

Lease Agreement Number (assigned by WRD): IL-803 IMP-96

This Lease Agreement is between:

**Lessor #1 (Landowner):**

(Name) Nevelyn Arnett Troyer Revocable Living Trust

(Mailing address) 634 Furgol Ln

(City, State, Zip Code) Lake Havasu City, AZ 86406

(Telephone number) 928-855-9862 or 541-279-1273 (cell)

(Email address) NEV05@HOTMAIL.COM

**RECEIVED**

**MAR 09 2007**

If additional landowners, enter landowner information below

**WATER RESOURCES DEPT  
 SALEM, OREGON**

Note: The numbering associated with this form corresponds to that found on the "Standard Instream Lease Application" form. The "Pooled Lease" form and "Pooled Landowner" form(s) are used to provide the same information as the "Standard Instream Lease Application" form. Consequently, the numbering on this form is not always sequential.

### ~I~ Ownership and Water Right Information

**1.1** Lessor #1 is the owner, or authorized agent for owner of property located at: Township 15, Range 13, Section 31 and Tax Lot number 400. If the water right appurtenant to these lands is also appurtenant to lands owned by others, then Attachment 1, (tax lot map of lessor's property) needs to be included.

**1.3** For the lands being leased, list all water rights appurtenant to the lessor's property. Indicate if there are any supplemental or overlying rights.

Certificate No. 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.** Landowner proposes to lease the water rights shown on the map attached as Exhibit 5-B (this information may be included on Exhibit 5-A, or an additional map may be attached). (Crosshatch the area of water rights being leased). Attached map(s) must identify property owner, Township, Range, Section and ¼ ¼, tax lot number, map orientation and scale.

	I	R	Sect	1/4	Tax Lot	Acres	Type of Use	Certificate #	Pages#	Priority
*(Identify pertinent page number of certificate, if certificate is greater than 10 pages; identify priority date if there is more than one per certificate)										
1.	15 S	13 E	31	SE SW	400	17.50	Irrigation	76358	42	10/31/1900
2.										
3.										
4.										
5.										

Total number of acres, if for irrigation, by certificate and priority date: Cert #76358, Oct. 31, 1900 - 17.50 acres

Acre-feet of storage, if applicable: 0

Conditions or other limitations, if any: None

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 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

**2.3 Term of lease.** This lease shall terminate on October 31, 2007. (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.

**RECEIVED**

MAR 09 2007

- 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 (\_\_\_\_\_), with 30 day written notice to the Department provided by the Irrigation District, Other Water Purveyor or Lessee (if different than Department). The lessor must contact the Irrigation District, Other Water Purveyor, or Lessee (if different than Department) to indicate their interest in terminating the lease agreement.
  - 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.

Lessor #1: Nevelyn Arnett Troyer Date: 01-23-07  
Nevelyn Arnett Troyer

For additional Lessors, type in space for signature and date

\_\_\_\_\_

Lessee: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_

Other Attachments As Needed:

- Exhibit 5-A: Tax Lot Map of Landowner's Property
  - Exhibit 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 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)
  - Exhibit 5-D: Split Season Instream Use Form
- \_\_\_\_\_

**RECEIVED**

MAR 09 2007

WATER RESOURCES DEPT  
 SALEM, OREGON

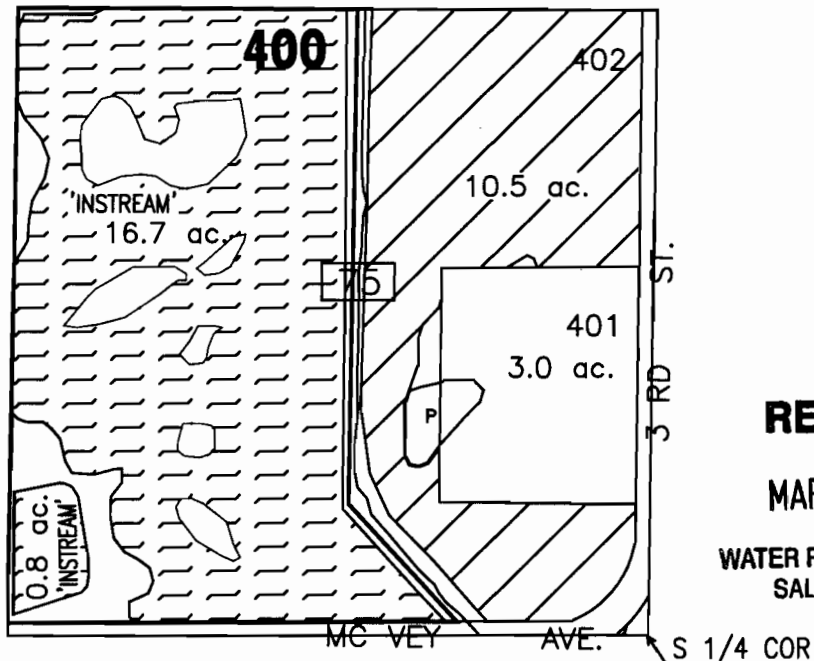


**DESCHUTES COUNTY  
SEC.31 T15S. R13E. W.M.**

SCALE - 1" = 400'



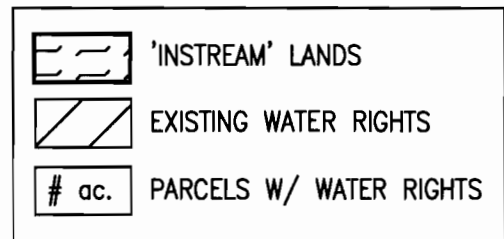
**SE 1/4 OF THE SW 1/4**



**RECEIVED**

**MAR 09 2007**

**WATER RESOURCES DEPT  
SALEM, OREGON**



APPLICATION FOR 1YR INSTREAM LEASE

NAME: NEVELYN TROYER

TAXLOT #: 400

17.5 ACRES INSTREAM

DATE: 02-02-07

FILE NO: E:\TRANSFER\INSTREAM\INSTRM07\1YR\TROYER



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

### 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](http://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: 1134

Lease Agreement Number (assigned by WRD): IL-803 / MP-96

This Lease Agreement is between:

#### Lessor #1 (Landowner):

(Name) Gary & Nancy Wiley

(Mailing address) 1896 S Wilbur

(City, State, Zip Code) Walla Walla, WA 99362

(Telephone number) 509-525-5753

(Email address) \_\_\_\_\_

**RECEIVED**

**MAR 09 2007**

**WATER RESOURCES DEPT  
 SALEM, OREGON**

If additional landowners, enter landowner information below

Note: The numbering associated with this form corresponds to that found on the "Standard Instream Lease Application" form. The "Pooled Lease" form and "Pooled Landowner" form(s) are used to provide the same information as the "Standard Instream Lease Application" form. Consequently, the numbering on this form is not always sequential.

#### ~I~ Ownership and Water Right Information

1.1 Lessor #1 is the owner, or authorized agent for owner of property located at: Township 15, Range 13, Section 19 and Tax Lot number 503. If the water right appurtenant to these lands is also appurtenant to lands owned by others, then Attachment 1, (tax lot map of lessor's property) needs to be included.

1.3 For the lands being leased, list all water rights appurtenant to the lessor's property. Indicate if there are any supplemental or overlying rights.

Certificate No. 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.** Landowner proposes to lease the water rights shown on the map attached as Exhibit 5-B (this information may be included on Exhibit 5-A, or an additional map may be attached). (Crosshatch the area of water rights being leased). Attached map(s) must identify property owner, Township, Range, Section and  $\frac{1}{4}$   $\frac{1}{4}$ , tax lot number, map orientation and scale.

	I	R	Sect	Twp	Range	Acres	Type of Use	Certificate #	Page(s) #	Priority
*(Identify pertinent page number of certificate, if certificate is greater than 10 pages; identify priority date if there is more than one per certificate)										
1.	15 S	13 E	19	NE NW	503	25.50	Irrigation	76358	39	10/31/190 0
2.										
3.										
4.										
5.										

Total number of acres, if for irrigation, by certificate and priority date: Cert #76358, Oct. 31, 1900 - 25.50 acres

Acres-feet of storage, if applicable: 0

Conditions or other limitations, if any: None

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 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**

**2.3 Term of lease.** This lease shall terminate on October 31, 2007. (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.

**RECEIVED**

MAR 09 2007

- 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 ( \_\_\_\_\_ ), with 30 day written notice to the Department provided by the Irrigation District, Other Water Purveyor or Lessee (if different than Department). The lessor must contact the Irrigation District, Other Water Purveyor, or Lessee (if different than Department) to indicate their interest in terminating the lease agreement.
  - 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.

Lessor #1:  Gary D. Wiley  Date:  2/15/07   
 Gary D. Wiley

Nancy K. Wiley  Date:  2/15/07   
 Nancy K. Wiley

For additional Lessors, type in space for signature and date

\_\_\_\_\_  
 Lessee: \_\_\_\_\_ Date: \_\_\_\_\_

- Other Attachments As Needed:**
- Exhibit 5-A: Tax Lot Map of Landowner's Property
  - Exhibit 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 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)
  - Exhibit 5-D: Split Season Instream Use Form

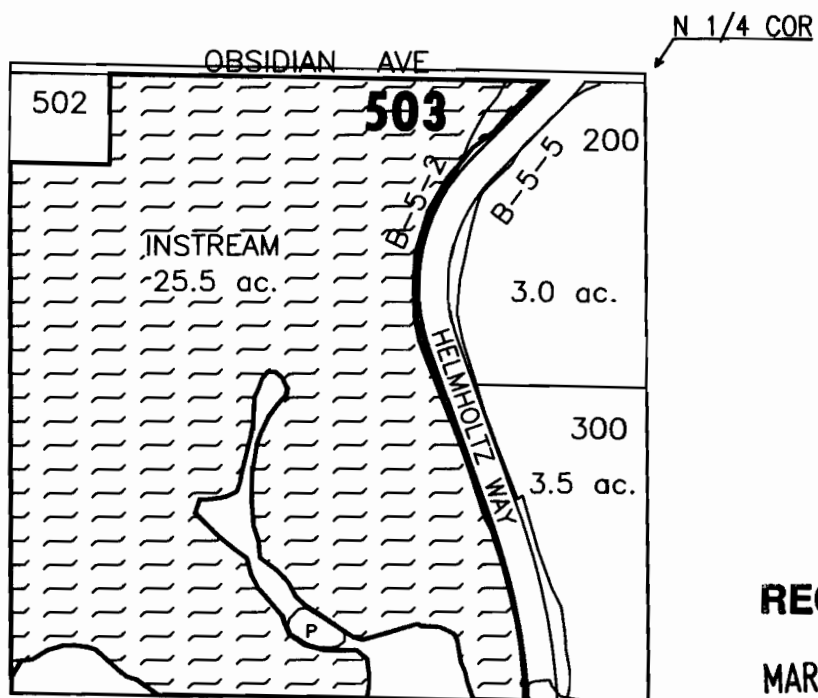
**RECEIVED**  
 MAR 09 2007  
 WATER RESOURCES DEPT  
 SALEM, OREGON

**DESCHUTES COUNTY  
SEC. 19 T15S. R13E. W.M.**

SCALE - 1" = 400'



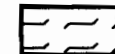
**NE 1/4 OF THE NW 1/4**



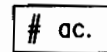
**RECEIVED**

**MAR 09 2007**

**WATER RESOURCES DEPT  
SALEM, OREGON**



'INSTREAM' LANDS



PARCELS W/ WATER RIGHTS

**CENTRAL OREGON**



**IRRIGATION DISTRICT**

APPLICATION FOR 1YR INSTREAM LEASE

NAME: GARY & NANCY WILEY

TAXLOT #: 503

25.5 ACRES INSTREAM

DATE: 03-07-07

FILE NO: E:\TRANSFER\INSTREAM\INSTRM07\1YR\WILEY