

Lease Agreement Number (assigned by WRD): L-418

Mitigation Project (MP-6)

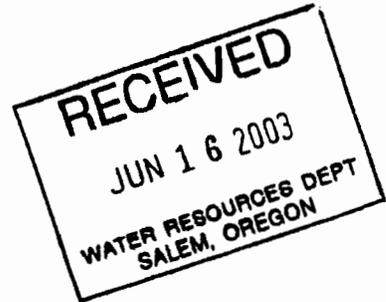
STATE OF OREGON  
WATER RESOURCES DEPARTMENT

Pooled Lease Form

Short-Term Water Right Lease Agreement  
Pursuant to ORS 537.348(2) and OAR 690-077-0077  
for  
Leases of Existing Water Rights for Instream Use

This Lease Agreement is between:

District:  
(Name) SQUAW CREEK IRRIGATION DISTRICT  
(Mailing address) P. O. BOX 2230  
(City, State, Zip Code) SISTERS, OREGON 97759  
(Telephone number) 541-549-8815



If more than one district, enter district information below:

The water right to be leased is located in Deschutes County

Indicate if Lessee is different than Oregon Water Resources Department

Different. If different, enter Lessee information below:

Deschutes Water Exchange  
P.O. Box 1560  
Bend, Oregon 97709

Trustee:  
Oregon Water Resources Department  
158 12<sup>th</sup> Street NE  
Salem OR 97301  
(503)378-8455

~I~

1.1 District and landowner(s) propose to lease the water rights listed below (indicate if any are supplemental):  
Attachment 5

Certificate No. 74135

1.2 Subject Water Rights. District and Landowners propose to lease the water rights listed in Attachment 5.

The right(s) to be leased are further described as follows:

Certificate No.: 74135

Priority date: 1887, 1895, 1899 Type of use: Irrigation

Legal Season of Use (if not listed on the certificate): all year round

If an irrigation right, total number of acres to be leased: 172.50

Total acre feet of storage to be leased, if applicable: N/A

Rate associated with leased rights (cfs): 3.43 cfs per day

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

Rate associated with leased rights (cfs):

Rate associated with leased rights (cfs):

Duty associated with leased rights (AF): 628.50

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

Duty associated with leased rights (AF):

Duty associated with leased rights (AF):

Conditions or other limitations, if any:

To repeat information in section 1.2 for a different water right, please see last page below.

~II~

2.1 Public Use. This lease will increase streamflows which will benefit:

- Conservation, maintenance and enhancement of aquatic and fish life, wildlife, and fish and wildlife habitat
- Pollution abatement
- Recreation and scenic attraction

2.2 Instream use created by lease. The instream use to be created is described as follows:

Squaw Creek River/Creek

Tributary to Deschutes in the Deschutes Basin.

Describe the point of diversion and any associated reach(es) of the instream use being created.

If possible list the reach by river mile, if no reach is identified, the lease will be processed to

be protected at the point of diversion): 15-10-21 SW/SW (POD to mouth of Squaw

*Cr - based on 6-14-05 e-mail from DWE)*

Total volume (AF): 628.50

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

Total volume (AF):

Total volume (AF):

Rate in cfs: 3.43

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

Rate in cfs:

Rate in cfs:

Conditions to prevent injury, if any:

- None

- The instream flow will be allocated on a daily average basis up to the described rate from June 15, 2003 until September 15, 2003.
- Other (describe): Instream water delivery will be percentaged the same as delivery to SCID members during short water

To repeat the information in 2.2 for a different instream use, last page below.

- 2.3 Term of lease. This lease shall terminate on end of irrigation season, 2003.
- 2.4 Compensation. The District has agreed to lease subject water right for the sum of \$1.00, or other valuable considerations and for the benefit of the state of Oregon.
- 2.5 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). No party is required to continuously measure the flow of the waterway described in Section 2.2.

~III~

- 3.1 Accuracy. The Undersigned District 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. District agree to lease the water rights listed in 1.2 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.

District : Mark Thaler Date: 6/20/03

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

- 3.5 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.

So ordered by Trustee: \_\_\_\_\_ Date: \_\_\_\_\_

- The instream flow will be allocated on a daily average basis up to the described rate from ~~March 1, 2003 until October 31, 2003.~~ *June 15 - Sept 15 - amended 6-20-03*
- Other (describe): Instream water delivery will be percentaged the same as delivery to SCID members during short water *by Marc Thacker*

To repeat the information in 2.2 for a different instream use, last page below.

- 2.3 **Term of lease.** This lease shall terminate on end of irrigation season, 2003.
- 2.4 **Compensation.** The District has agreed to lease subject water right for the sum of \$1.00, or other valuable considerations and for the benefit of the state of Oregon.
- 2.5 **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). No party is required to continuously measure the flow of the waterway described in Section 2.2.

~III~

- 3.1 **Accuracy.** The Undersigned District 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.** District agree to lease the water rights listed in 1.2 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.

District : *Marc Thacker* Date: *5/23/03*

Lessee: *Duke Jimmy Saylor* Date: *5/23/03*

- 3.5 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.

So ordered by Trustee: \_\_\_\_\_ Date: \_\_\_\_\_

Effective date is \_\_\_\_\_ (if different than the date of the Trustee's signature).

Attachment 5: Pooled Lease Landowner Form

## Squaw Creek Irrigation District

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P. O. Box 2230  
541-549-8815 (tel)

Sisters, Oregon 97759  
541-549-8070 (fax)

<u>Priority year</u>	<u>Acres</u>	<u>CFS</u>	<u>Duty (92days) June 15-Sept. 15</u>
1887	12	.24	43.79
1895	127.50	2.55	454.51
1899	33	.66	120.24

PooledLandowner -October 24, 2002

Attachment 5. **Pooled Leasing Landowner Form**

**Landowner:**

(Name) Joseph Angel  
(Mailing address) 1507 NW 24<sup>th</sup> Ave., Ste. 101  
(City, State, Zip Code) Portland, Oregon  
(Telephone number) 541-525-9100

If additional landowners, enter landowner information below

~I~

1.1 **Ownership.** Landowner(s) owns or is authorized agent for the property shown on the map attached as Exhibit 5-A. (Outline or highlight property owned)

**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). (Cross hatch the area of water rights being leased).

Certificate No.: 74135; Page 4 (Identify pertinent page number of certificate, if certificate is greater than 10 pages.)

[Attached map(s) must identify property owner, Township, Range, Section and ¼ ¼, tax lot number, map orientation and scale.]

Number of acres, if for irrigation: 33.0

Acre feet of storage, if applicable:

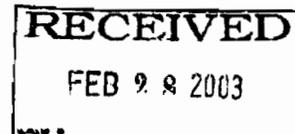
Additional Subject Water Rights?  (Please use Additional Landowner Information form.)

1.2 **Validity of Rights.** Landowner(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 5C).

~II~

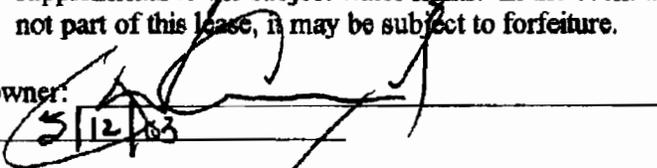
2.1 **Accuracy.** The Undersigned Landowner(s) declare that, to the best of their knowledge and belief, the information contained in this lease is true, correct and complete. If after the lease is signed, any information is determined to be false, the lease may be modified



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.

2.2 Lease. All Landowners agree to lease the water rights listed in 1.1 for instream use for the term of this Agreement jointly with the District to Trustee, the Oregon Water Resources Department, pursuant to the provisions of ORS 537.348(2) and OAR 690-077-0077.

2.3 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.

Landowner:   
Date: 5/12/03

If additional landowners, enter lines for landowner signature and 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 1.3 of Attachment 5 [Pooled Lease Landowner Form] is checked)
- Exhibit 5-D: Split Season Instream Use Form



**Deschutes Water Exchange  
Mitigation Water Leasing Program 2003  
Squaw Creek Irrigation District**

Participating landowners represent and warrant that they own the land to which the water rights are appurtenant, that they have the authority to lease the water rights, that the water rights are free and clear of liens, claims or encumbrances that restrict landowner's ability to enter into the lease and that, to the best of their knowledge, the water rights have been beneficially used over the past five years and are valid and eligible to be leased.

Landowner agrees to lease their water rights to the Deschutes Water Exchange - a project of the Deschutes Resources Conservancy - for use as a groundwater mitigation lease under OAR Chapter 690, Division 515 for the 2003 irrigation season in consideration of a payment of \$7.00 per acre foot delivered instream.

Payment will be made by the DRC to the District upon approval of the lease by the Water Resources Department. The District shall thereupon promptly credit the landowner's account.

  
Landowner

Date: 4/29/03

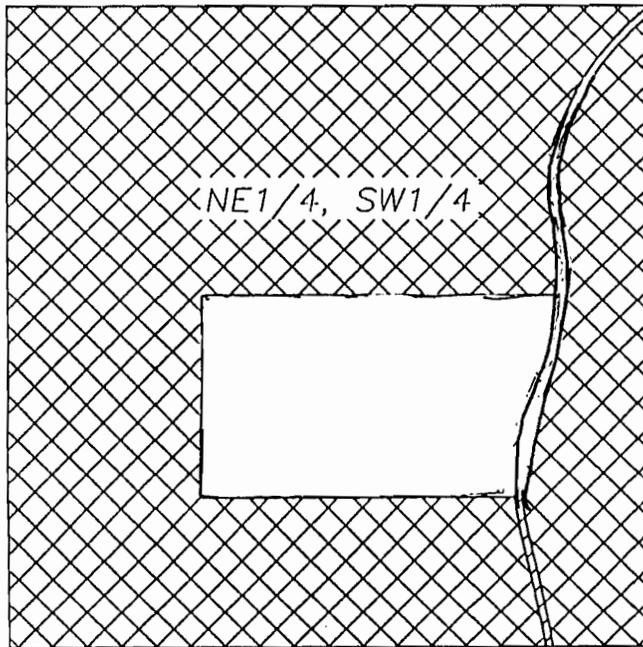
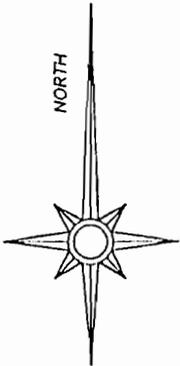
SECTION 30, T14S, R11E, W.M.  
DESCHUTES COUNTY, OREGON

Tx Lot 4701

33.0 acres

Joe Angel

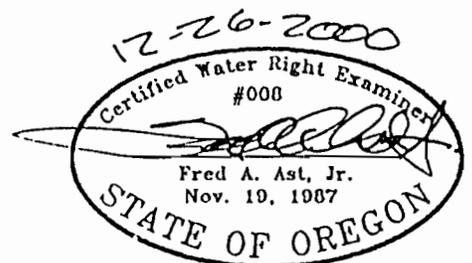
C 1/4  
SECTION 30



NE 1/4, SW 1/4



EXISTING 1899 RIGHTS



Attachment 5.

**Pooled Leasing Landowner Form**

**Landowner:**

(Name) Joseph Angel  
(Mailing address) 1507 NW 24 Ave., Ste. 101  
(City, State, Zip Code) Portland, Oregon 97201  
(Telephone number) 541-525-9100

If additional landowners, enter landowner information below

~I~

**1.1 Ownership.** Landowner(s) owns or is authorized agent for the property shown on the map attached as Exhibit 5-A. (Outline or highlight property owned)

**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). (Cross hatch the area of water rights being leased).

**Certificate No.:** 74135; Page 9 (Identify pertinent page number of certificate, if certificate is greater than 10 pages.)

[Attached map(s) must identify property owner, Township; Range, Section and ¼ ¼ , tax lot number, map orientation and scale.]

**Number of acres, if for irrigation:** 65.00  
**Acre feet of storage, if applicable:**

**Additional Subject Water Rights?**  (Please use Additional Landowner Information form.)

**1.2 Validity of Rights.** Landowner(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 5C).

~II~

**2.1 Accuracy.** The Undersigned Landowner(s) 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.

- 2.2 Lease. All Landowners agree to lease the water rights listed in 1.1 for instream use for the term of this Agreement jointly with the District to Trustee, the Oregon Water Resources Department, pursuant to the provisions of ORS 537.348(2) and OAR 690-077-0077.
- 2.3 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.

Landowner: \_\_\_\_\_

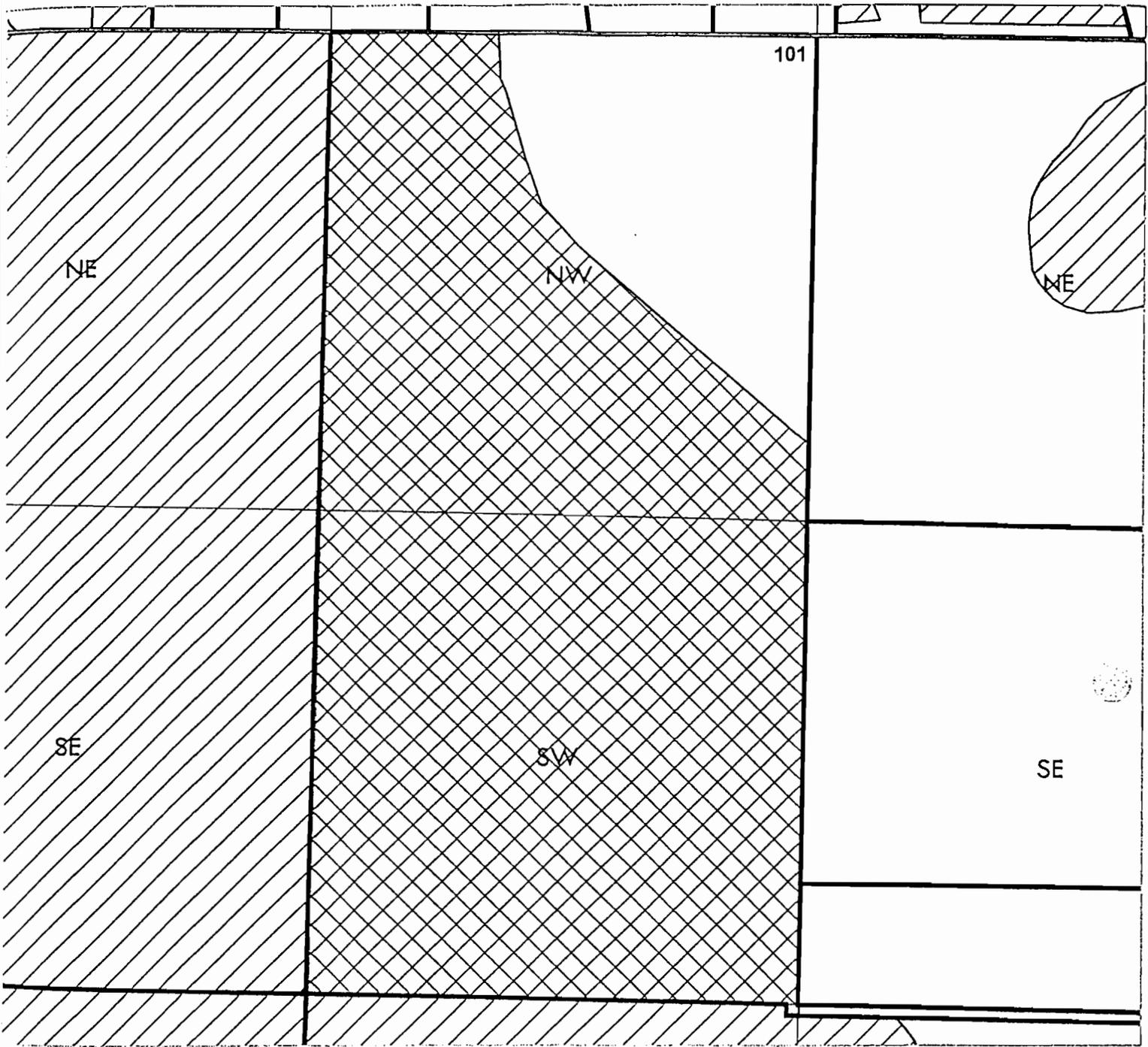
Date: 2/26/83

If additional landowners, enter lines for landowner signature and 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 1.3 of Attachment 5 [Pooled Lease Landowner Form] is checked)
- Exhibit 5-D: Split Season Instream Use Form

# In-stream Lease Map for Squaw Creek Irrigation District



Property Owner: Angel, Joseph

Legal Description(s): 15-11-04-NW/NE-00101, 15-11-04-SW/NE-00101

Total Acres: 65 ac. (1895)



Denotes Place of Use to be Leased



1 inch equals 400 feet

Signed:

*Marcel Halach*

Dated: \_\_\_\_\_

for Squaw Creek Irrigation District

Attachment 5.

### Pooled Leasing Landowner Form

**Landowner:**

(Name) Kay Patterson  
(Mailing address) P.O. Box 1839  
(City, State, Zip Code) Sisters, Oregon 97759  
(Telephone number) 541-549-1215

If additional landowners, enter landowner information below

~I~

**1.1 Ownership.** Landowner(s) owns or is authorized agent for the property shown on the map attached as Exhibit 5-A. (Outline or highlight property owned)

**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). (Cross hatch the area of water rights being leased).

**Certificate No.:** 74135; **Page 8** (Identify pertinent page number of certificate, if certificate is greater than 10 pages.)

[Attached map(s) must identify property owner, Township, Range, Section and ¼ ¼ , tax lot number, map orientation and scale.]

Number of acres, if for irrigation: 32.00  
Acre feet of storage, if applicable:

Additional Subject Water Rights?  (Please use Additional Landowner Information form.)

**1.2 Validity of Rights.** Landowner(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 5C).

~II~

**2.1 Accuracy.** The Undersigned Landowner(s) 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.

- 2.2 Lease. All Landowners agree to lease the water rights listed in 1.1 for instream use for the term of this Agreement jointly with the District to Trustee, the Oregon Water Resources Department, pursuant to the provisions of ORS 537.348(2) and OAR 690-077-0077.
- 2.3 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.

Landowner: *Kyle C. Patterson*  
Date: 2/15/03

If additional landowners, enter lines for landowner signature and date

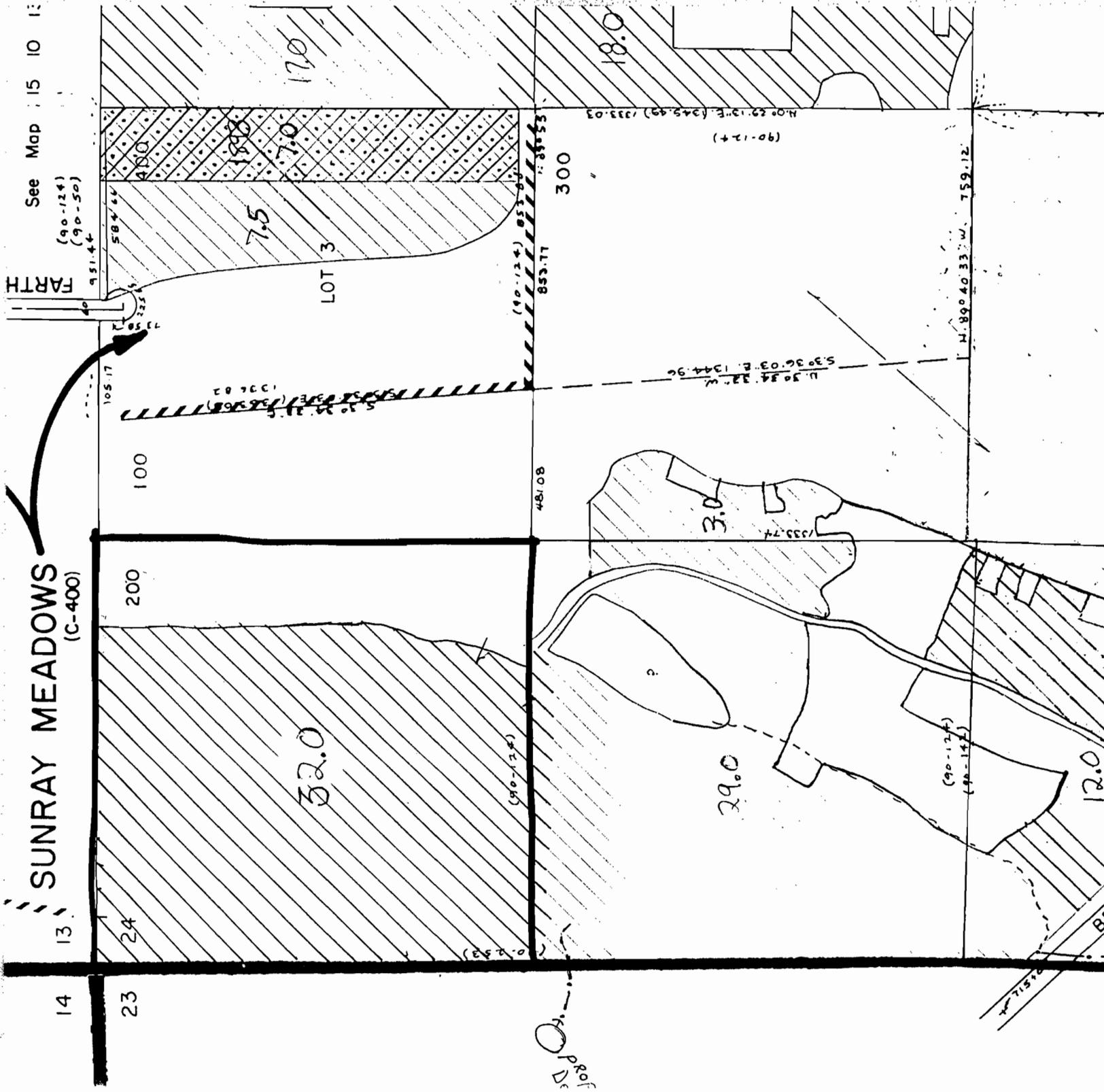
Other Attachments As Needed:

- 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 1.3 of Attachment 5 [Pooled Lease Landowner Form] is checked)  
Exhibit 5-D: Split Season Instream Use Form

# SUNRAY MEADOWS (C-400)

See Map 15 10 12

Ray  
Patterson  
32.0  
1895



Prof  
D.S.



**Deschutes Water Exchange  
Mitigation Water Leasing Program 2003  
Squaw Creek Irrigation District**

Participating landowners represent and warrant that they own the land to which the water rights are appurtenant, that they have the authority to lease the water rights, that the water rights are free and clear of liens, claims or encumbrances that restrict landowner's ability to enter into the lease and that, to the best of their knowledge, the water rights have been beneficially used over the past five years and are valid and eligible to be leased.

Landowner agrees to lease their water rights to the Deschutes Water Exchange - a project of the Deschutes Resources Conservancy - for use as a groundwater mitigation lease under OAR Chapter 690, Division 515 for the 2003 irrigation season in consideration of a payment of \$7.00 per acre foot delivered instream.

Payment will be made by the DRC to the District upon approval of the lease by the Water Resources Department. The District shall thereupon promptly credit the landowner's account.

Landowner



Date: 4-28-03

Attachment 5.

### Pooled Leasing Landowner Form

**Landowner:**

(Name) Bob & Dollinda Taylor  
(Mailing address) 69015 Hurtlely Ranch Rd.  
(City, State, Zip Code) Sisters, Oregon 97759  
(Telephone number) 541-548-0900

If additional landowners, enter landowner information below

~I~

**1.1 Ownership.** Landowner(s) owns or is authorized agent for the property shown on the map attached as Exhibit 5-A. (Outline or highlight property owned)

**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). (Cross hatch the area of water rights being leased).

Certificate No.: 74135; Page 10 (Identify pertinent page number of certificate, if certificate is greater than 10 pages.)

[Attached map(s) must identify property owner, Township, Range, Section and ¼ ¼ , tax lot number, map orientation and scale.]

Number of acres, if for irrigation: 12.00  
Acre feet of storage, if applicable:

Additional Subject Water Rights?  (Please use Additional Landowner Information form.)

**1.2 Validity of Rights.** Landowner(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 5C).

~II~

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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.

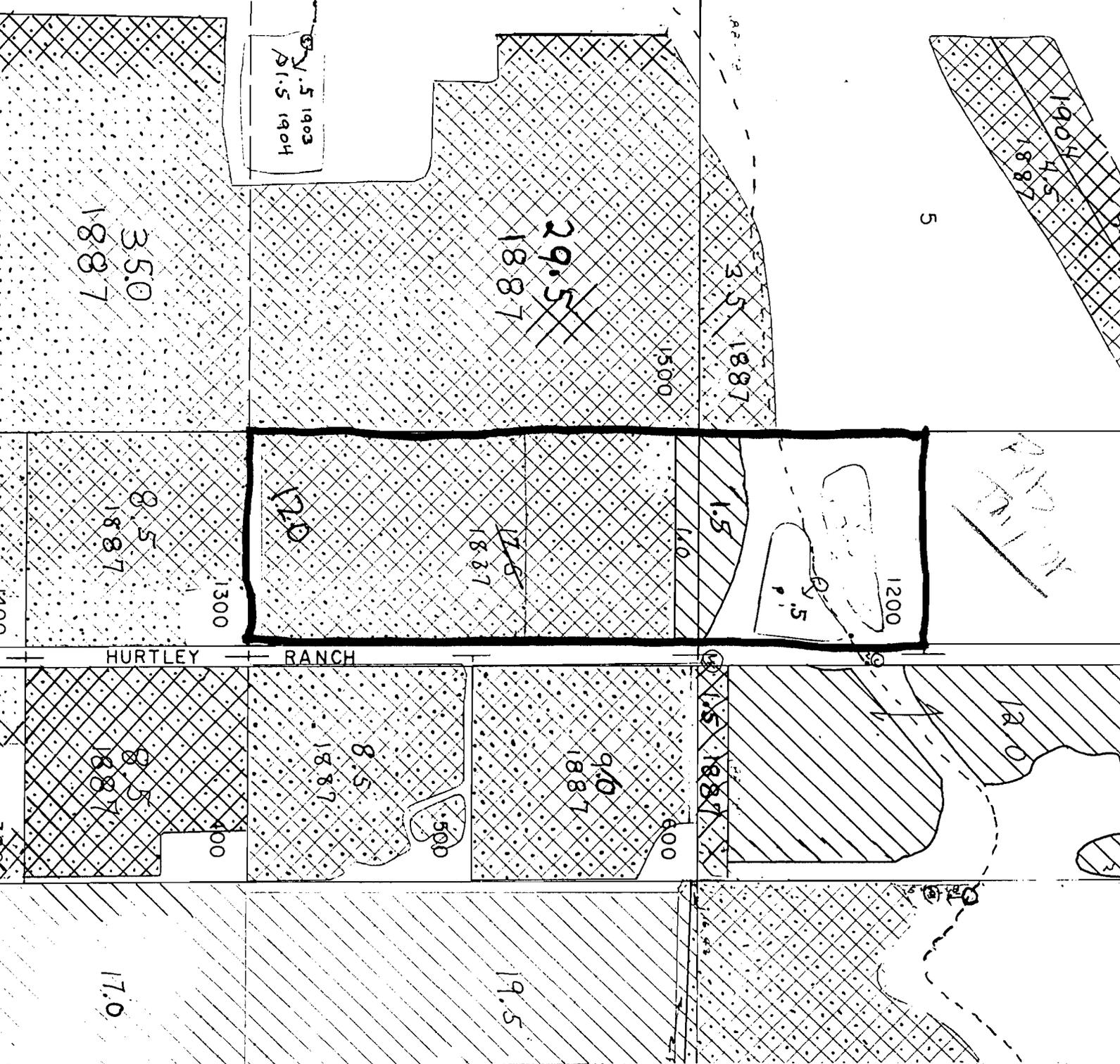
- 2.2 Lease. All Landowners agree to lease the water rights listed in 1.1 for instream use for the term of this Agreement jointly with the District to Trustee, the Oregon Water Resources Department, pursuant to the provisions of ORS 537.348(2) and OAR 690-077-0077.
- 2.3 Suspension of original use. During 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.

Landowner: Robert E Taylor Daldia S. Taylor  
Date: 2-19-03

If additional landowners, enter lines for landowner signature and 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 1.3 of Attachment 5 [Pooled Lease Landowner Form] is checked)
- Exhibit 5-D: Split Season Instream Use Form



Bob Taylor  
15-11-0-1200

17.5 acres is  
the total for  
that parcel.  
The colored area  
is only 12.0  
acres

12.0 acres  
1887



Deschutes Water Exchange  
Mitigation Water Leasing Program 2003  
Squaw Creek Irrigation District

Participating landowners represent and warrant that they own the land to which the water rights are appurtenant, that they have the authority to lease the water rights, that the water rights are free and clear of liens, claims or encumbrances that restrict landowner's ability to enter into the lease and that, to the best of their knowledge, the water rights have been beneficially used over the past five years and are valid and eligible to be leased.

Landowner agrees to lease their water rights to the Deschutes Water Exchange - a project of the Deschutes Resources Conservancy - for use as a groundwater mitigation lease under OAR Chapter 690, Division 515 for the 2003 irrigation season in consideration of a payment of \$7.00 per acre foot delivered instream.

Payment will be made by the DRC to the District upon approval of the lease by the Water Resources Department. The District shall thereupon promptly credit the landowner's account.

Robert E Taylor  
Landowner

Date: 5/1/03

Attachment 5.

**Pooled Leasing Landowner Form**

**Landowner:**

(Name) Phillip Krohn

(Mailing address) 935 Grace Ave.

(City, State, Zip Code) Oakland, CA 94608

(Telephone number) 1-510-654-3197

If additional landowners, enter landowner information below

~I~

**1.1 Ownership.** Landowner(s) owns or is authorized agent for the property shown on the map attached as Exhibit 5-A. (Outline or highlight property owned)

**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). (Cross hatch the area of water rights being leased).

Certificate No.: 74135; Page 2 (Identify pertinent page number of certificate, if certificate is greater than 10 pages.)

[Attached map(s) must identify property owner, Township, Range, Section and ¼ ¼ , tax lot number, map orientation and scale.]

Number of acres, if for irrigation: 4.0

Acre feet of storage, if applicable:

Additional Subject Water Rights?  (Please use Additional Landowner Information form.)

**1.2 Validity of Rights.** Landowner(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 5C).

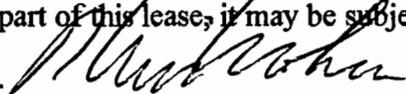
~II~

**2.1 Accuracy.** The Undersigned Landowner(s) 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.

2.2 Lease. All Landowners agree to lease the water rights listed in 1.1 for instream use for the term of this Agreement jointly with the District to Trustee, the Oregon Water Resources Department, pursuant to the provisions of ORS 537.348(2) and OAR 690-077-0077.

2.3 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.

Landowner: 

Date: 2-24-03

If additional landowners, enter lines for landowner signature and 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 1.3 of Attachment 5 [Pooled Lease Landowner Form] is checked)
- Exhibit 5-D: Split Season Instream Use Form



Deschutes Water Exchange  
Mitigation Water Leasing Program 2003  
Squaw Creek Irrigation District

Participating landowners represent and warrant that they own the land to which the water rights are appurtenant, that they have the authority to lease the water rights, that the water rights are free and clear of liens, claims or encumbrances that restrict landowner's ability to enter into the lease and that, to the best of their knowledge, the water rights have been beneficially used over the past five years and are valid and eligible to be leased.

Landowner agrees to lease their water rights to the Deschutes Water Exchange - a project of the Deschutes Resources Conservancy - for use as a groundwater mitigation lease under OAR Chapter 690, Division 515 for the 2003 irrigation season in consideration of a payment of \$7.00 per acre foot delivered instream.

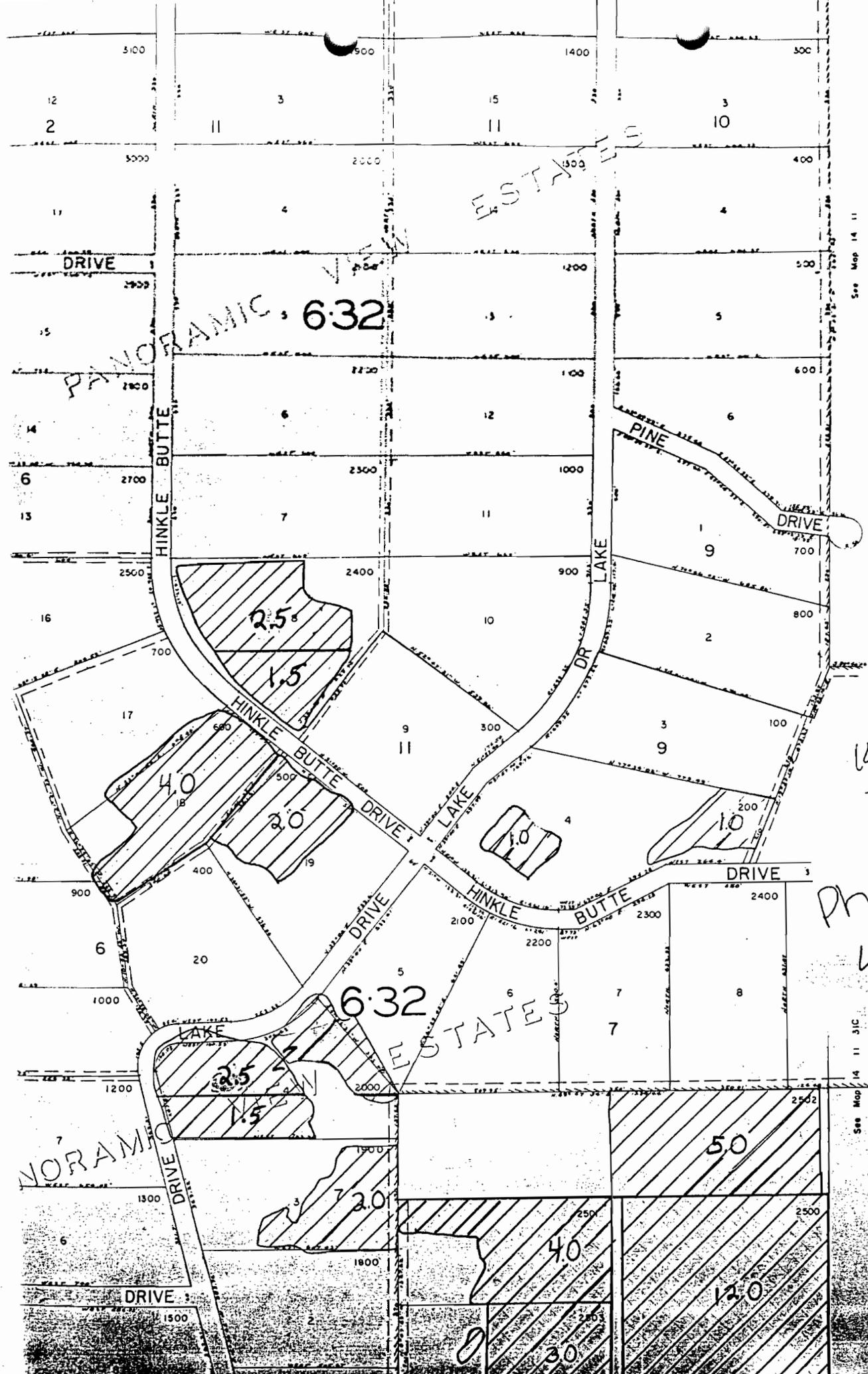
Payment will be made by the DRC to the District upon approval of the lease by the Water Resources Department. The District shall thereupon promptly credit the landowner's account.

Date:

5-6-03

Landowner

PHILIP KROHN



14-10-36  
 TX LT  
 2400  
 Phillip Krohn  
 4.0 acres  
 1895

See Map 14 11

See Map 14 11 31C

Attachment 5.

**Pooled Leasing Landowner Form**

**Landowner:**

(Name) Stephen and Gail King  
(Mailing address) 1830 SW Laurel St.  
(City, State, Zip Code) Portland, Oregon 97201  
(Telephone number) (503) 274-9866

If additional landowners, enter landowner information below

~I~

- 1.1 **Ownership.** Landowner(s) owns or is authorized agent for the property shown on the map attached as Exhibit 5-A. (Outline or highlight property owned)

**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). (Cross hatch the area of water rights being leased).

Certificate No.: 74135; Page 9 (Identify pertinent page number of certificate, if certificate is greater than 10 pages.)

[Attached map(s) must identify property owner, Township, Range, Section and ¼ ¼, tax lot number, map orientation and scale.]

Number of acres, if for irrigation: 7.0

Acre feet of storage, if applicable:

Additional Subject Water Rights?  (Please use Additional Landowner Information form.)

- 1.2 **Validity of Rights.** Landowner(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 5C).

~II~

- 2.1 **Accuracy.** The Undersigned Landowner(s) 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.

- 2.2 Lease. All Landowners agree to lease the water rights listed in 1.1 for instream use for the term of this Agreement jointly with the District to Trustee, the Oregon Water Resources Department, pursuant to the provisions of ORS 537.348(2) and OAR 690-077-0077.
- 2.3 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.

Landowner: \_\_\_\_\_

Date: 2/20/2003

If additional landowners, enter lines for landowner signature and 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 1.3 of Attachment 5 [Pooled Lease Landowner Form] is checked)
- Exhibit 5-D: Split Season Instream Use Form

6.24

800

400

40.0

17.0

103

39.0

19.0

7.0

1895

HIGHWAY

40' EAST

N 89° 53' W. 80.16 ch.

9

See Map 15 11

8 acres  
NE 1/4 of the SE 1/2  
6.92  
SE 1/4 of the SE 1/4

15-11-4  
TX LT  
103  
Stephen King

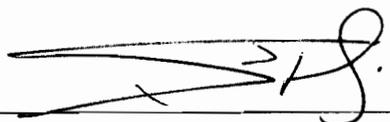


**Deschutes Water Exchange  
Mitigation Water Leasing Program 2003  
Squaw Creek Irrigation District**

Participating landowners represent and warrant that they own the land to which the water rights are appurtenant, that they have the authority to lease the water rights, that the water rights are free and clear of liens, claims or encumbrances that restrict landowner's ability to enter into the lease and that, to the best of their knowledge, the water rights have been beneficially used over the past five years and are valid and eligible to be leased.

Landowner agrees to lease their water rights to the Deschutes Water Exchange - a project of the Deschutes Resources Conservancy - for use as a groundwater mitigation lease under OAR Chapter 690, Division 515 for the 2003 irrigation season in consideration of a payment of \$7.00 per acre foot delivered instream.

Payment will be made by the DRC to the District upon approval of the lease by the Water Resources Department. The District shall thereupon promptly credit the landowner's account.

  
\_\_\_\_\_  
Landowner

Date: May 19<sup>th</sup> 2003

Attachment 5.

**Pooled Leasing Landowner Form**

**Landowner:**

(Name) Marcene Burns

(Mailing address) P.O. Box 1011

(City, State, Zip Code) Sisters, Oregon 97759

(Telephone number) (541) 548-1709

If additional landowners, enter landowner information below

~I~

**1.1 Ownership.** Landowner(s) owns or is authorized agent for the property shown on the map attached as Exhibit 5-A. (Outline or highlight property owned)

**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). (Cross hatch the area of water rights being leased).

Certificate No.: 74135; Page 9 (Identify pertinent page number of certificate, if certificate is greater than 10 pages.)

[Attached map(s) must identify property owner, Township, Range, Section and ¼ ¼, tax lot number, map orientation and scale.]

Number of acres, if for irrigation: 2.0

Acre feet of storage, if applicable:

Additional Subject Water Rights?  (Please use Additional Landowner Information form.)

**1.2 Validity of Rights.** Landowner(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 5C).

~II~

**2.1 Accuracy.** The Undersigned Landowner(s) 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.

- 2.2 Lease. All Landowners agree to lease the water rights listed in 1.1 for instream use for the term of this Agreement jointly with the District to Trustee, the Oregon Water Resources Department, pursuant to the provisions of ORS 537.348(2) and OAR 690-077-0077.
- 2.3 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.

Landowner: Deanne H. Lusk  
Date: 3-18-03

If additional landowners, enter lines for landowner signature and 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 1.3 of Attachment 5 [Pooled Lease Landowner Form] is checked)  
Exhibit 5-D: Split Season Instream Use Form





**Deschutes Water Exchange  
Mitigation Water Leasing Program 2003  
Squaw Creek Irrigation District**

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Landowner agrees to lease their water rights to the Deschutes Water Exchange - a project of the Deschutes Resources Conservancy - for use as a groundwater mitigation lease under OAR Chapter 690, Division 515 for the 2003 irrigation season in consideration of a payment of \$7.00 per acre foot delivered instream

Payment will be made by the DRC to the District upon approval of the lease by the Water Resources Department. The District shall thereupon promptly credit the landowner's account.

Marcene A. Lubert  
Landowner

Date: May 23, 2003

Attachment 5.

**Pooled Leasing Landowner Form**

**Landowner:**

(Name) Gary & Sally Bones  
(Mailing address) 68405 Fryrear Rd.  
(City, State, Zip Code) Sisters, Oregon 97759  
(Telephone number) 541-504-9122

If additional landowners, enter landowner information below

~I~

**1.1 Ownership.** Landowner(s) owns or is authorized agent for the property shown on the map attached as Exhibit 5-A. (Outline or highlight property owned)

**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). (Cross hatch the area of water rights being leased).

**Certificate No.:** 74135; Page 11 (Identify pertinent page number of certificate, if certificate is greater than 10 pages.)

[Attached map(s) must identify property owner, Township, Range, Section and ¼ ¼ , tax lot number, map orientation and scale.]

**Number of acres, if for irrigation:** 17.5  
**Acre feet of storage, if applicable:**

**Additional Subject Water Rights?**  (Please use Additional Landowner Information form.)

**1.2 Validity of Rights.** Landowner(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 5C).

~II~

**2.1 Accuracy.** The Undersigned Landowner(s) 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

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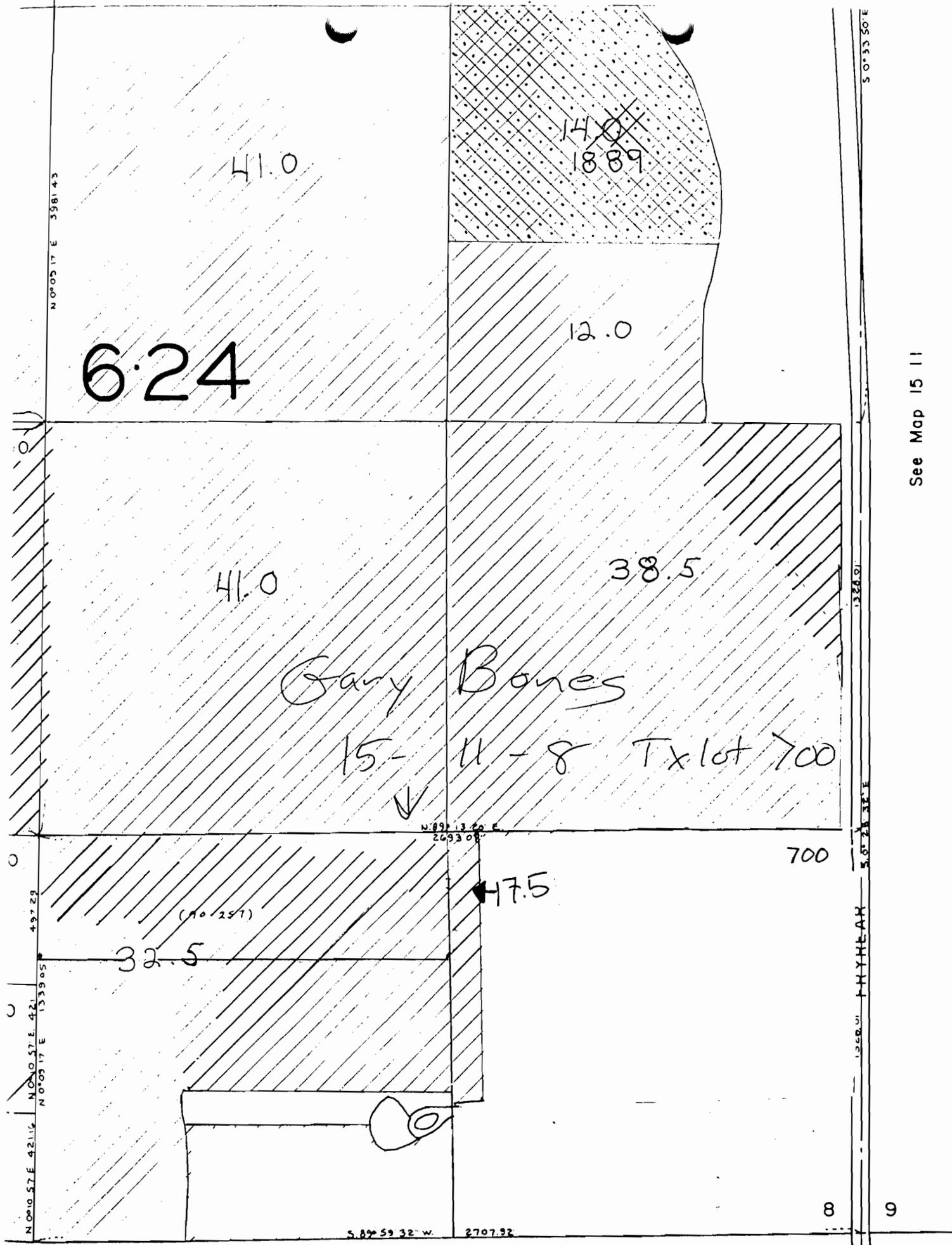
Landowner: \_\_\_\_\_

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

If additional landowners, enter lines for landowner signature and 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 1.3 of Attachment 5 [Pooled Lease Landowner Form] is checked)
- Exhibit 5-D: Split Season Instream Use Form



See Map 15 11

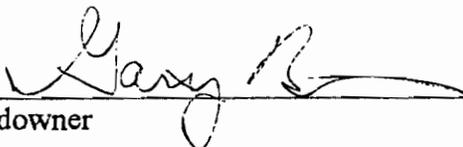


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Mitigation Water Leasing Program 2003  
Squaw Creek Irrigation District**

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Payment will be made by the DRC to the District upon approval of the lease by the Water Resources Department. The District shall thereupon promptly credit the landowner's account.

  
\_\_\_\_\_  
Landowner

Date: 4-28-03