



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

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: MITIGATION PROJECT  
Lease Agreement Number (assigned by WRD): L-702 (MP)-61

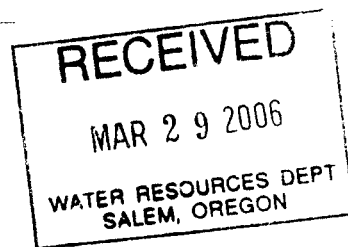
This Lease Agreement is between:

**Lessor #1:**

(Name) The Canyons Land & Cattle Co. (quitclaimed water rights)  
(Mailing address) 10400 NE Canyons Ranch Dr  
(City, State, Zip Code) Terrebonne, OR 97760  
(Telephone number) \_\_\_\_\_  
(Email address) \_\_\_\_\_

**Lessor #2, 3, etc.**

Central Oregon Irrigation District  
2598 N Hwy 97  
Redmond, OR 97756  
(541) 548-6047  
Email address: transfers@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) 382-4077 ext 14  
(Email address) ghubert@deschutesrc.org

**Trustee:**

Oregon Water Resources Department  
725 Summer Street N.E., Suite "A"  
Salem, OR 97301-1271  
(503) 986-0900

**~I~ Ownership and Water Right Information**

1.1 Lessor #1 is the owner, or authorized agent for owner of property located at: Township \_\_\_\_\_ S, Range \_\_\_\_\_ E, Section \_\_\_\_\_ and Tax Lot number \_\_\_\_\_  
Quitclaimed \_\_\_\_\_. 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.

1.2 Lessor #2 is the (Check one):

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

**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.** Lessor proposes to lease the water rights listed in 1.3. The right(s) to be leased are further described as follows:

Certificate No.: 76358

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

Legal Season of Use: April 1 to November 1

Is the entire water right certificate being leased?  Yes  No

If no, list the acres of the subject water right by legal description of township, range, section, and  $\frac{1}{4}$   $\frac{1}{4}$  which will be dried up as part of this lease, and include a map (Attachment 2) showing the lands which will not receive water.

Place of use: T    S, R    E, Section   ,  $\frac{1}{4}$   $\frac{1}{4}$  -        acres to be leased

Enter additional places of use here, using format above:

15 S. 13 E. 03 SW SW 100 tax lot 100 16.50 acres - HB 3111 listed as tax lot 1501  
(no change to placement of water right)

15 S. 13 E. 19 SE NE tax lot 201 2.47 acres - is a portion of tax lot 702 w/16.0  
acres of water right on HB 3111 having since been sub-divided.

15 S. 13 E. 30 NE SW tax lot 1408 2.0 acres

Page 30; 39; 42 (Identify page number of certificate, if certificate is greater than 10 pages.)

Number of acres being leased, if for irrigation: 20.97

Acre-feet of storage, if applicable: 0

Maximum rate associated with subject water rights (cfs):

Priority 10/31/1900 Season 1: 0.262 Season 2: 0.350 Season 3: 0.647

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

Maximum duty associated with subject water rights (ac-ft): 207.81

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

Conditions or other limitations, if any: None

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

**1.6 Validity of rights.** Lessor(s) attests (mark one) that:

- the water has been used over the past five years according to the terms and conditions of the 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

**2.1 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:

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

Maximum volume in acre-feet: Priority 10/31/1900: 114.30

Rate in cfs: Priority 10/31/1900 Season 1: 0.144 Season 2: 0.192 Season 3: 0.356

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

If you need to enter more instream uses, please use the additional water rights form.

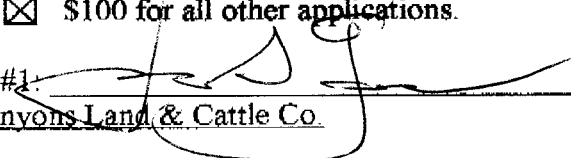
**2.3 Term of lease.** This lease shall terminate on October 31, 2010.

**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, 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

- 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 (April 1st), with 30 day written notice to the Department.
  - 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.
- 3.7 **Fees.** Effective October 1, 2003, pursuant to ORS 536.050 (1)(v) (2003 SB 820), the following fee is included:
  - \$200 for an application with four or more landowners or four or more water rights.
  - \$100 for all other applications.

Lessor #1:  Date: 2-28-06  
 The Canyons Land & Cattle Co.

For additional Lessors, type in space for signature and date \_\_\_\_\_ Date: \_\_\_\_\_  
Central Oregon Irrigation District

Lessee: \_\_\_\_\_ Date: \_\_\_\_\_  
Deschutes River Conservancy

**Other Attachments as Needed:**

- Attachment 1: Tax Lot Map of Lessor's Property (required if landowner is not the sole landowner to lands for which the subject water rights are appurtenant)
- Attachment 2: Detailed map illustrating lands under subject rights to be leased (required if only part of a right is being leased instream).
- Attachment 3: Supporting documentation indicating why a right is valid and not subject to forfeiture even though the right has not been exercised for five or more consecutive years (required if the second box in Section 1.6 is checked)
- Attachment 4: Split Season Instream Use Form

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 (April 1st), with 30 day written notice to the Department.
  - 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.
- 3.7 Fees.** Effective October 1, 2003, pursuant to ORS 536.050 (1)(v) (2003 SB 820), the following fee is included:
- \$200 for an application with four or more landowners or four or more water rights.
  - \$100 for all other applications.

Lessor #1: See additional signature page Date: \_\_\_\_\_  
The Canyons Land & Cattle Company

For additional Lessors, type in space for signature and date  
[Signature] Date: 2 March 2006  
Central Oregon Irrigation District

Lessee: [Signature] Date: 23 March 2006  
Deschutes Water Exchange

**Other Attachments as Needed:**

- Attachment 1: Tax Lot Map of Lessor's Property (required if landowner is not the sole landowner to lands for which the subject water rights are appurtenant)
- Attachment 2: Detailed map illustrating lands under subject rights to be leased (required if only part of a right is being leased instream).
- Attachment 3: Supporting documentation indicating why a right is valid and not subject to forfeiture even though the right has not been exercised for five or more consecutive years (required if the second box in Section 1.6 is checked)

## QUITCLAIM DEED

### FOR TRANSFER OF INTEREST IN A WATER RIGHT

Grantors, Pacific States Clearing Company, a partnership consisting of Glenn Carpenter and Glenn Rae Carpenter as trustee of the Betty J Carpenter Revocable Living Trust, Glenn Carpenter aka Glenn Rae Carpenter, trustee of the Betty J Carpenter Revocable Living Trust, releases and quitclaims to Central Oregon Irrigation District all rights, title and interest in the following: By this agreement and signed transfer application form, Grantor, the owner of the lands listed below, release their claim and responsibility for 16.5 acres of Central Oregon Irrigation District water rights that are appurtenant to the lands listed below; to Central Oregon Irrigation District. Central Oregon Irrigation District is in the process of completing the transfer application and will submit it to the Water Resources Department for approval of use of the water right at a new location and/or use. Central Oregon Irrigation District may attach this agreement to the Oregon Water Resources Department's lease form and file with the District's Water Right Lease Agreement.

That portion of the Southwest Quarter of the Southwest Quarter ( SW ¼ SW ¼ ) of Section 3, TOWNSHIP 15 SOUTH, RANGE 13, EAST OF THE WILLAMETTE MERIDIAN, Deschutes County, Oregon, which lies East of the Easterly line of the Oregon Trunk Railway. EXCEPT the South 5 feet thereof.

By entry of this deed, grantor hereby notifies any subsequent purchaser of the lands listed above that grantor, as owner of the subject land, approved the transfer (including a change in the place and type of use and point of diversion) of the water rights that are appurtenant to the subject land; and that upon completion of a transfer, by election of COID, the subject land no longer will have an appurtenant water right, if the transfer includes a change in the place of use.

Furthermore, upon signing of this agreement and the accompanying transfer application, Pacific States Clearing Company, a partnership consisting of Glenn Carpenter aka Glenn Rae Carpenter as trustee of the Betty J Carpenter Revocable Living Trust, Glenn Carpenter, Glenn Rae Carpenter, trustee of the Betty J Carpenter Revocable Living Trust, shall no longer be liable for any district assessment or charges pertaining to the 16.50 acres of water right incurred after the date of signing. The water right in question is further described as a portion of certificate # 76358, priority of 1900 and 1907, located: ( 15-13-03 CC 00100 ) This agreement is binding upon the heirs, executors, administrators, successors, and permitted assigns of the parties to this agreement.

Consideration for this Quitclaim is : Water rights were previously purchased by Jim Gardner, The Canyons Land & Cattle Co.

MAIL TAX STATEMENT TO: No Change

After Recording return to:  
Central Oregon Irrigation District  
2598 North Highway  
Redmond, OR 97756

DESCHUTES COUNTY OFFICIAL RECORDS  
MARY SUE PENHOLLOW, COUNTY CLERK

2002-50524



\$36.00

00097739200200505240020027

09/16/2002 09:58:51 AM

D-D Cnt=1 Stn=11 PAM  
\$10.00 \$11.00 \$10.00 \$5.00

Grantors:

Glenn R. Carpenter  
Glenn R. Carpenter, Partner, Pacific States Clearing Company

Date 9-9-02

State of Oregon  
County of Deschutes

On this 9th day of September, 2002, personally appeared

Glenn R. Carpenter, Who is the Partner  
of Pacific States Clearing Company, and that said instrument was signed on behalf of said company



Tammy Sailors  
My commission expires 8-29-2005

Glenn Carpenter  
Glenn Carpenter

Date 9-9-02

Glenn Rae Carpenter Trustee  
Glenn Rae Carpenter aka, Glenn Carpenter, Trustee

Date 9-9-02

State of Oregon  
County of Deschutes

This instrument was acknowledged before me on Sept 9, 2002 by the Trustee of Betty J. Carpenter Revocable Living Trust.



Tammy Sailors  
My commission expires 8-29-2005

# QUITCLAIM DEED

## FOR TRANSFER OF INTEREST IN A WATER RIGHT

Grantors, Thomas C. & Mary K. Touchon, releases and quitclaims to Central Oregon Irrigation District all rights, title and interest in the following: By this agreement and signed transfer application form, Grantor, the owner of the lands listed in Exhibit A, release their claim and responsibility for 2.0 acres of Central Oregon Irrigation District water rights that are appurtenant to the lands listed in Exhibit A; to Central Oregon Irrigation District. Central Oregon Irrigation District is in the process of completing the transfer application and will submit it to the Water Resources Department for approval of use of the water right at a new location and/or use. Central Oregon Irrigation District may attach this agreement to the Oregon Water Resources Department's lease form and file with the District's Water Right Lease Agreement.

By entry of this deed, grantor hereby notifies any subsequent purchaser of the lands listed in Exhibit A, that grantor, as owner of the subject land, approved the transfer (including a change in the place and type of use and point of diversion) of the water rights that are appurtenant to the subject land; and that upon completion of a transfer, by election of COID, the subject land no longer will have an appurtenant water right, if the transfer includes a change in the place of use.

Furthermore, upon signing of this agreement and the accompanying transfer application, shall no longer be liable for any district assessment or charges pertaining to the 2.0 acres of water right incurred after the date of signing. The water right in question is further described as a portion of certificate # 76358, priority of 1900 and 1907, located: (15-13-30 00 01408) This agreement is binding upon the heirs, executors, administrators, successors, and permitted assigns of the parties to this agreement.

Consideration for this Quitclaim is : Water rights were previously purchased by Jim Gardner, The Canyons Land & Cattle Co.

**Grantors:**

Thomas C. Touchon Date 8-13-02  
Thomas C. Touchon

Mary K. Touchon Date 8-13-02  
Mary K. Touchon

State of Oregon  
County of Deschutes

Personally appeared the above named and acknowledged the forgoing instrument to be their voluntary act and deed.



Tammy Sailors  
My commission expires 8-29-2005

MAIL TAX STATEMENT TO: No Change

After Recording return to:  
Central Oregon Irrigation District  
2598 North Highway  
Redmond, OR 97756

DESCHUTES COUNTY OFFICIAL RECORDS  
MARY SUE PENHOLLOW, COUNTY CLERK

2002-45498



\$36.00

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08/21/2002 04:38:36 PM

D-D Cnt=1 Stn=2 TRACY  
\$10.00 \$11.00 \$10.00 \$5.00



# EXHIBIT A

Description of a parcel of land situated in a portion of the NE $\frac{1}{4}$  SW $\frac{1}{4}$  of Section 30, TOWNSHIP 15 SOUTH, RANGE 13 EAST OF THE WILLAMETTE MERIDIAN, Deschutes County, Oregon, and now to be more particularly described as follows:

Commencing at a 3/4" pipe at the W $\frac{1}{4}$  corner of Section 30, TOWNSHIP 15 SOUTH, RANGE 13 EAST OF THE WILLAMETTE MERIDIAN, the INITIAL POINT; thence South 89° 48' 56" East along the North line of the S $\frac{1}{2}$  of said Section 30 - 1322.80 feet to the C-W 1/16 corner; thence South 89° 48' 56" East along the North line of the NE $\frac{1}{4}$  SW $\frac{1}{4}$  of said Section 30 - 262.69 feet to a point on centerline of Lateral B, and the POINT OF BEGINNING; thence South 89° 48' 56" East along the North line of said NE $\frac{1}{4}$  SW $\frac{1}{4}$  - 610.54 feet; thence South 1° 47' 22" West - 457.64 feet to a point on the centerline of a 30 foot access easement; thence North 80° 33' 01" West along said centerline - 446.05 feet to a point on the centerline of said Lateral B; thence North 25° 34' 38" West along the centerline of said Lateral B - 428.10 feet to the POINT OF BEGINNING.

CENTRAL OREGON IRRIGATION DISTRICT  
2598 North Highway 97  
Redmond, OR 97756

**QUITCLAIM DEED**  
**FOR TRANSFER OF INTEREST IN A WATER RIGHT**

Grantors, Copper Ridge, LLC, releases and quitclaims to Central Oregon Irrigation District all rights, title and interest in the following: By this agreement and signed transfer application form, Grantor, the owner of the lands listed below, release their claim and responsibility for 2.47 acres of Central Oregon Irrigation District water rights that are appurtenant to the lands listed below; to Central Oregon Irrigation District. Central Oregon Irrigation District is in the process of completing the transfer application and will submit it to the Water Resources Department for approval of use of the water right at a new location and/or use. Central Oregon Irrigation District may attach this agreement to the Oregon Water Resources Department's lease form and file with the District's Water Right Lease Agreement.

TRACT A of COPPER RIDGE, PHASE 1, City of Redmond, Deschutes County, Oregon.  
EXCEPTING THEREFROM that portion platted as COPPER RIDGE, PHASES 2, 3 AND 4, Deschutes County, Oregon.

By entry of this deed, grantor hereby notifies any subsequent purchaser of the lands listed above that grantor, as owner of the subject land, approved the transfer (including a change in the place and type of use and point of diversion) of the water rights that are appurtenant to the subject land; and that upon completion of a transfer, by election of COID, the subject land no longer will have an appurtenant water right, if the transfer includes a change in the place of use.

Furthermore, upon signing of this agreement and the accompanying transfer application, Copper Ridge, LLC shall no longer be liable for any district assessment or charges pertaining to the 2.47 acres of water right incurred after the date of signing. The water right in question is further described as a portion of certificate # 76358, priority of 1900 and 1907, located: ( 15-13-19 AD 00201 ) This agreement is binding upon the heirs, executors, administrators, successors, and permitted assigns of the parties to this agreement.

Consideration for this Quitclaim is : Water rights were previously purchased by Jim Gardner, The Canyons Land & Cattle Co.

Grantor:



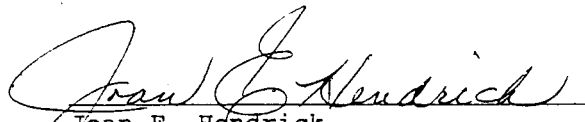
Date 9-11-02

~~Member~~  
~~XXXXX~~ R. Erich Grosse, Manager

State of California

County of San Diego

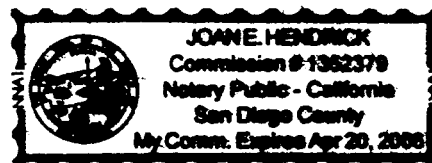
This instrument was acknowledged before me on September 11th, 2002 by R. Erich Grosse  
as a ~~Member~~ of Copper Ridge, LLC.  
Manager



Joan E. Hendrick  
My commission expires April 20, 2006

MAIL TAX STATEMENT TO: No Change

After Recording return to:  
Central Oregon Irrigation District  
2598 North Highway  
Redmond, OR 97756



DESCHUTES COUNTY OFFICIAL RECORDS  
MARY SUE PENHOLLOW, COUNTY CLERK

2002-51984



\$31.00

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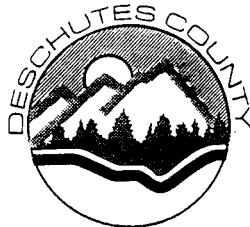
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\$5.00 \$11.00 \$10.00 \$5.00

# DESCHUTES COUNTY CLERK

## CERTIFICATE PAGE



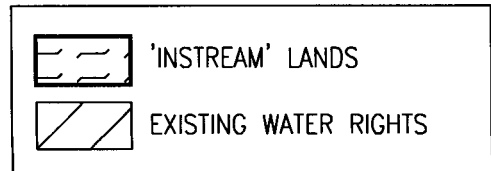
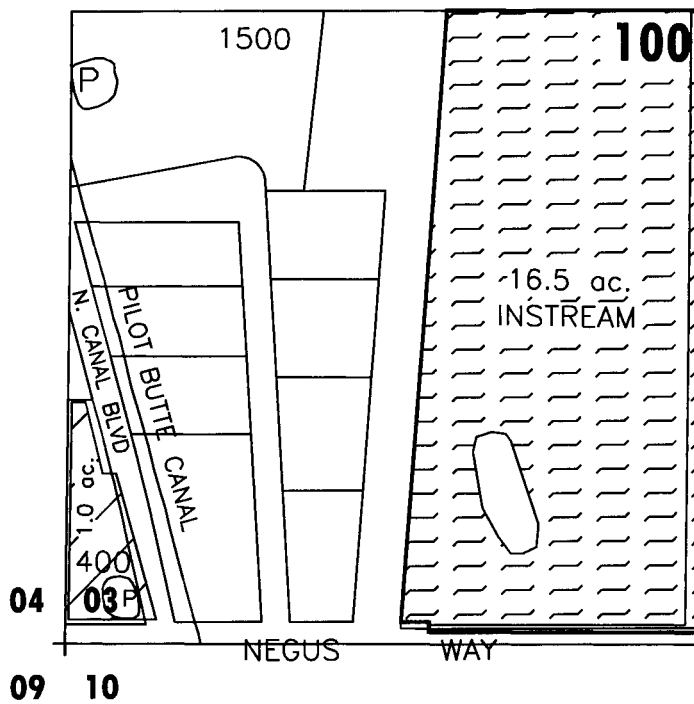
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if document is re-recorded.  
Do Not remove from original document.

**DESCHUTES COUNTY  
SEC.03 T15S. R13E. W.M.**

SCALE - 1" = 400'



SW 1/4 OF THE SW 1/4



APPLICATION FOR 5 YR INSTREAM LEASE

NAME: CANYONS LAND & CATTLE

TAXLOT #: 100

16.5 ACRES INSTREAM

DATE: 03-13-06

FILE NO: E:\TRANSFER\INSTREAM\INSTRM06\5YR\CANY\_151303

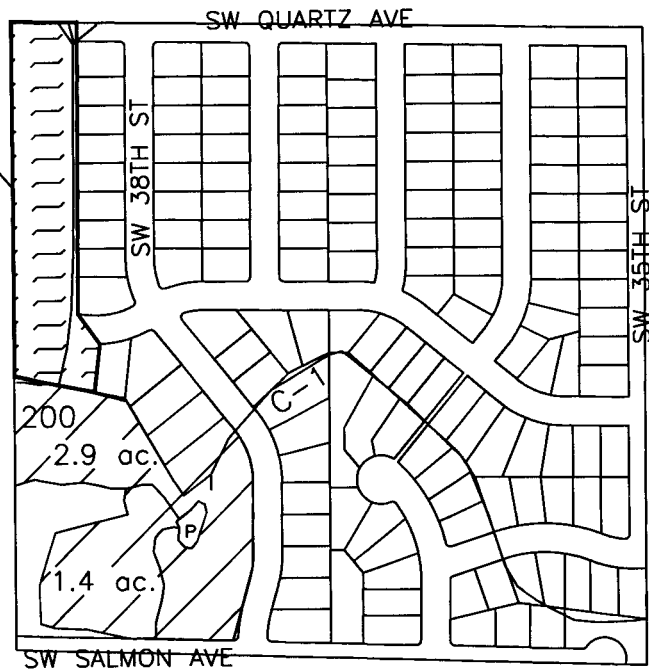
**DESCHUTES COUNTY  
SEC. 19 T15S. R13E. W.M.**

SCALE - 1" = 400'



**SE 1/4 OF THE NE 1/4**

**201**  
INSTREAM  
2.47 ac.



	'INSTREAM' LANDS
	EXISTING WATER RIGHTS



APPLICATION FOR 5 YR INSTREAM LEASE

NAME: CANYONS LAND & CATTLE

TAXLOT #: 201

2.47 ACRES INSTREAM

DATE: 03-13-06

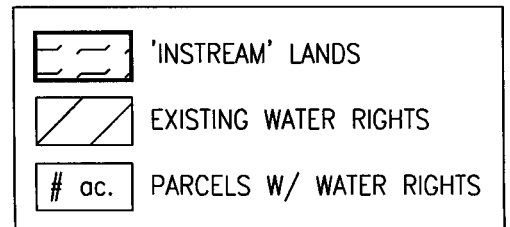
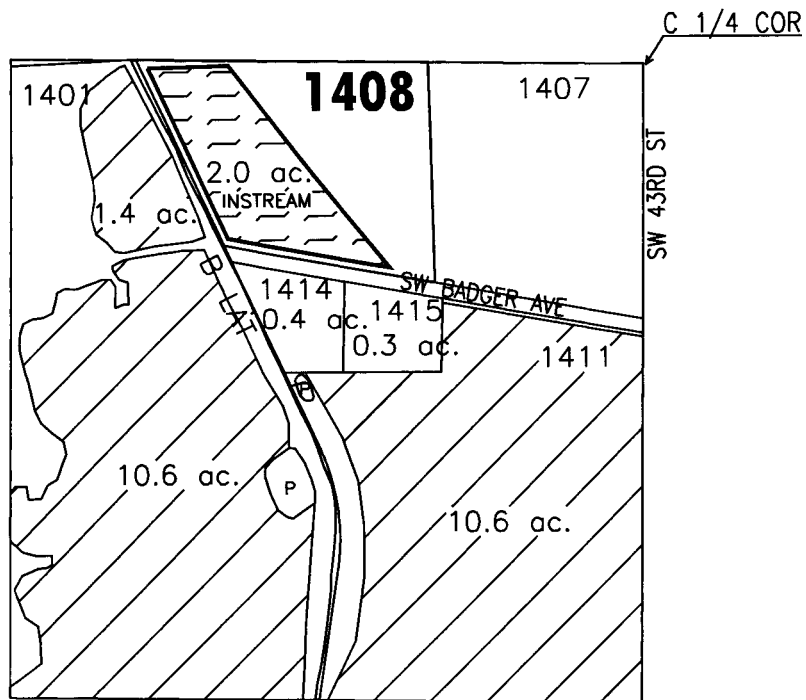
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**DESCHUTES COUNTY  
SEC.30 T15S. R13E. W.M.**

SCALE - 1" = 400'



**NE 1/4 OF THE SW 1/4**



APPLICATION FOR 5 YR INSTREAM LEASE

NAME: CANYONS LAND & CATTLE

TAXLOT #: 1408

2.0 ACRES INSTREAM

DATE: 03-13-06

FILE NO: E:\TRANSFER\INSTREAM\INSTRM06\5YR\CANY\_151330