

2/12/2014



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

# Instream Lease Renewal Application

Complete the questions below and include any required attachments Fill in or check boxes as indicated. (N/A= Not Applicable)	Instream Lease <u>IL-1383</u> Renewal Fee included <input checked="" type="checkbox"/>
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The undersigned hereby request Instream Lease Number IL-1383 be renewed.

Fees:  \$110.00 for an instream lease renewal application  
 Check enclosed or  Fee Charged to customer account Deschutes River Cons. (Account name)

<b>Term of the Lease:</b> The lease is requested to begin in month <u>April</u> year <u>2017</u> and end month <u>October</u> year <u>2017</u>	
<b>Validity of the Right(s)</b> (check the appropriate box): <input checked="" type="checkbox"/> The water right(s) to be leased have been used under the terms and conditions of the right(s) during the last five years or have been leased instream. <input type="checkbox"/> If the water right(s) have not been used for the last five years, right(s). Documentation describing why the water right(s) is not subject to forfeiture is provided. ORS 540.610(2).	<b>Termination provision (for multiyear leases):</b> <b>The parties to the lease request:</b> <input type="checkbox"/> a. The option of terminating the lease prior to expiration of the full term with written notice to the Department by the Lessor(s) and/or Lessee. <input type="checkbox"/> b. The option of terminating the lease prior to expiration of the full term, with consent by all parties to the lease. <input checked="" type="checkbox"/> c. The parties would not like to include a Termination Provision. (See instructions for limitations to this provision)

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

**The undersigned declare:**

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

Clyde Purcell (for Mary Lou Purcell) Date: 12/29/16  
Signature of Lessor

Printed name (and title): Clyde Purcell (for Mary Lou Purcell) Business name, if applicable: \_\_\_\_\_  
Mailing Address (with state and zip): 800 Willamette St. Suite 200, Eugene, OR 97401  
Phone number (include area code): (541)312-2641 \*\*E-mail address: wayne@riverhouse.com  
wayne@riversedgegolf.com

\_\_\_\_\_  
Signature of Lessor

Printed name (and title): \_\_\_\_\_ Business name, if applicable: \_\_\_\_\_  
Mailing Address (with state and zip): \_\_\_\_\_  
Phone number (include area code): \_\_\_\_\_ \*\*E-mail address: \_\_\_\_\_

See next page for additional signatures.

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Kelley Hamby  
Signature of Co-Lessor

Date: 12/30/16

Printed name (and title): Kelley Hamby, Water Rights Specialist  
District/organization name: Central Oregon Irrigation District  
Mailing Address (with state and zip): 1055 SW Lake Ct, Redmond, OR 97756  
Phone number (include area code): 541-548-6047 \*\*E-mail address: khamby@coid.org

Gen Hubert  
Signature of Lessee

Date: 1/4/2017

Printed name (and title): Gen Hubert, Water Leasing Program Manager  
Business/organization name: Deschutes River Conservancy  
Mailing Address (with state and zip): PO Box 1560, Bend, OR 97709  
Phone number (include area code): 541-382-4077 x16 \*\*E-mail address: gen@deschutesriver.org

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

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**DURABLE POWER OF ATTORNEY**

I, MARY LOU PURCELL, do hereby make, constitute and appoint CLYDE PURCELL my Agent and attorney-in-fact (hereinafter called Agent) with the following power and authority:

1. Support. To make expenditures for my care, maintenance, support and general welfare, and to distribute such sums as are necessary for the care, maintenance, education and support of members of my immediate family who are or become dependent upon me for support;

2. Management. To take possession of, manage, administer, operate, maintain, improve and control all my property, real and personal; to insure and keep the same insured; and to pay any and all taxes, charges and assessments that may be levied or imposed upon any thereof;

3. Collections. To collect and receive any money, property, debts or claims whatsoever, now or hereafter due, owing and payable or belonging to me; and to forgive debts; and to give receipts, acquittance or other sufficient discharges for any of the same;

4. Checks and Notes. To sign, endorse, sell, discount, deliver and/or deposit checks, drafts, notes and negotiable or nonnegotiable instruments, including any payments to me drawn on the Treasury of the United States or the State of Oregon or any other state or governmental entity, and to accept drafts;

5. Investments. To retain any property in the hands of the Agent in the form in which it was received; and to make investments and changes of investments in such securities, including common and preferred stocks of corporations or other property, real or personal, as my Agent may deem prudent, and to hold such securities in the name of its nominee or unregistered in such form that transfer thereof may be effected by delivery;

6. Debts. To pay my debts and other obligations;

7. Litigation. To sue upon, defend, compromise, submit to arbitration or adjust any controversies in which I may be interested; and to act in my name in any complaints, proceedings or suits with all the powers I would possess if personally present and under no legal disability;

8. Acquisition. To bargain for, buy and deal in property and goods of every description;

9. Disposition. To sell, convey, grant, exchange, transfer, option, convert, mortgage, pledge, consign, lease and otherwise dispose of any of my property, whether real or personal;

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10. Borrowing. To advance or loan the Agent's own funds on my behalf; and to borrow any sums of money on such terms and at such rate of interest as my Agent may deem proper and to give security for the repayment of the same;

11. Agreements. To make and deliver any deeds, conveyances, contracts, covenants and other instruments, undertakings or agreements, either orally or in writing, which my Agent may deem proper;

12. Voting. To appear and vote for me in person or by proxy at any corporate or other meeting;

13. Safety Deposit Box. To have access to any safety deposit box which has been rented in my name or in the name of myself and any other person or persons;

14. Withdrawal of Funds. To withdraw any monies deposited with any bank, mutual savings bank, credit union, savings and loan association, mutual fund, money market account, investment advisor or broker in my name or in the name of myself and any other person or persons and generally to do any business with any such financial institution or agency on my behalf;

15. Tax Returns. To sign and file on my behalf all city, county, state, federal and other governmental or quasi-governmental tax returns or reports, including income, gift, sales, business, and property tax returns or reports of every kind whatsoever; to execute waivers, extension agreements, settlement agreements and closing agreements with respect to those returns and to appear for me, in person or by attorney, and represent me before the United States Treasury Department or the Oregon Department of Revenue or the taxing authority of any other state or governmental entity;

16. Government Benefits. To do and perform every act necessary or desirable and to serve as representative payee with respect to rights and entitlements for my benefit and the benefit of my spouse from Social Security, Medicare and military service;

17. Treasury Bonds. To purchase U.S. Treasury bonds or other instruments redeemable at par in payment of federal estate taxes;

18. Additions to Trust. To add any or all of my assets to a trust created by me alone or in conjunction with one or more other persons and already in existence at the time of the creation of this power if the trust provides that the income and principal shall be paid to me or applied for my benefit during my lifetime;

19. Business Interests. To continue as a going concern any business interest owned by me, either individually or as a co-partner;

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20. **Substitution and Delegation.** To appoint and substitute for my said Agent any Agents, nominees or attorneys to exercise any or all of the powers herein and to revoke their authority at pleasure.

21. **Pension/Retirement Plans.** To act on my behalf in dealing with my pension and retirement plans, including the power to make IRA contributions, IRA rollovers, voluntary contributions, borrow from any retirement plan, elect or select pay out options, and take any other steps which I might take on my own behalf with regard to my retirement and/or IRA/pension plans.

22. **Jointly Owned Assets.** To convert jointly owned assets into sole ownership of the other joint owner and to liquidate any jointly owned asset and to direct the investment holder to pay the liquidation distribution to the benefit of only one of the joint owners.

23. **Mail.** To redirect my mail.

24. **Credit Cards/Charge Accounts.** To cancel or continue my credit cards and/or any credit or charge accounts.

25. **Custody of Papers.** To take custody of my Will, deeds, life insurance policies, contracts, securities or other important papers.

26. **Transfer of Property.** To transfer or dispose of my property in order to effect my entitlement to public services or benefits, to reduce the tax liability that would otherwise occur as a result of my death or to reduce the time and expense of administration of my estate after my death, including the establishment of and transfers to trusts for my benefit, which are consistent with my existing estate plan, if my Agent determines that such action is appropriate under the circumstances.

27. **General Authority.** I authorize my Agent for me in my name generally to do and perform all and every act and thing necessary or desirable to conduct, manage and control all my business and my property, wherever it is situated, and whether now owned or hereafter acquired, as my Agent may deem for my best interests and to execute and acknowledge any and all instruments necessary or proper to carry out the foregoing powers, hereby releasing all third persons from responsibility for my Agent's acts and omissions and I empower my Agent to indemnify all such persons against loss, expense and liability.

28. **Third Party Reliance.** Third persons may conclusively rely upon the continued validity of this Power of Attorney until receiving actual knowledge of its revocation. Third persons may conclusively rely on a copy of this instrument in its entirety or any portion thereof certified as such by my Agent. Any reliance by a third person upon the provisions of this paragraph shall absolve said third person from any liability that might otherwise result from such reliance.

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29. Durability. These powers of attorney shall remain exercisable by my Agent on my behalf in the event I may become legally disabled or incompetent.

30. Governing Law. All questions pertaining to validity, interpretation and administration of this power shall be determined in accordance with the laws of Oregon.

31. Life Insurance and Annuities. My agent shall have the power to exercise all rights that I have over any life insurance policies and/or annuities which I own including the right to change the beneficiary, to change ownership and to borrow against the policy. Such power, however, may only be exercised in a fiduciary capacity.

32. Incapacity. If necessary in order to obtain the opinion of a physician or other specialist regarding my incapacity, I waive any physician-patient privilege or other privilege which otherwise would protect me against the disclosure of confidential information and authorize the release of medical information to the extent reasonably necessary for this purpose.

33. Applicability. This powers granted to my agent by this power of attorney apply to all of my property interests including, but not limited to, the specific properties listed on Schedule "A", attached hereto.

DATED: 3-27-2012

Mary Lou Purcell  
MARY LOU PURCELL

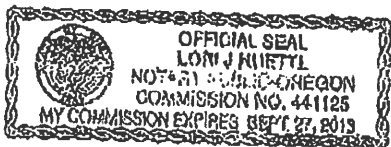
STATE OF OREGON        )  
                                  ) ss.  
County of Deschutes    )

DATE: 3-27-12

Personally appeared MARY LOU PURCELL and acknowledged the foregoing instrument to be her voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

[Signature]  
Notary Public for Oregon



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