

Application for District Instream Lease

Part 1 of 4 - Minimum Requirements Checklist

This	Applicati	on to be used for water rights in the name of or c	onveyed by	1	16/6/2
	an I	rrigation District (or similar organization) Parts 1 through 4 and any required attachme		OWRD#	IL-18-10
				District #	IL-10-10
		eck all items included with this application. (N/A			
	L N/A P	coled Lease-a lease with more than one Lessor (La			lder)
ree m	the amou	landowners or four or more water rights	Or [\$350.00 leases	tor all other	
		☐ Check enclosed or ☐ ☐ Fee Charged to customer account Deschutes ☐ name)	River Conserva	ncy (Account	
\boxtimes	Part 1 -				
		imum Requirements Checklist	į.		
\boxtimes	122	Completed District and Other Party Signature I			
\boxtimes	Part 3 –	Completed Place of Use and Lessor Signature Pa	age		
	n	(Include a separate Part 3 for each Lessor.)			
\boxtimes	Part 4 –	Completed Water Right and Instream Use Infor	mation		
\boxtimes	How man	(Include a separate Part 4 for each Water Right.) By Water Rights are included in the lease application.	tion?	4 of rights)	
		water right to be leased instream here: 83571	(ion:(i	+ of rights)	
X Yes	N/A	Other water rights, if any, appurtenant to the lan	ds involved in	the lease	
		application and not proposed to be leased instream			
		List those other water rights here: 76714			
Yes	No No	Conservation Reserve Enhancement Program CRI			e lands
		to be leased part of CREP or another Federal prog	ram (list here:)?	
Kequir 🛭 Yes	ed Attach		00 1		
Z res	N/A	Instream lease application map(s). More than one on each map. A map is not required if an entire rig			
		for use of municipal or quasi-municipal water use.			-
		following:	The map show	ald miciade	inc
		• A north arrow and map scale (no smaller than 1	" = 1320°).		
		• Label township, range, section and quarter-quar			
		• If an irrigation right, the numbers of acres to be		quarter-qu	arter
		identify and hachure/shade to differentiate betw	een the acreas	e being leas	sed and
		any remaining. If the place of use has more than			
		and/or point of diversion you must identify eac	h with separa	ite hachuri	ng or
		shading and label.			
		• Tax lot lines and numbers must be included on t	the map and sl	ould clearly	У
	M	identify the property(s) involved.			
Yes	⊠ n/a	 If the Lessor(s) is <u>not</u> the deeded land owner, included A notarized statement from the land owner consent 			of the
		recorded deed; or	41	- 1 C - 41 - 1-	
		 A water right conveyance agreement and a copy of at the time the water right was conveyed; or 	me recorded de	ed for the la	ndowner
		Other documentation.		*	
Yes	N/A	If the right has not been used in the last five years;	provide suppo	orting	
		documentation indicating why a right (or portion th			rfeiture.
)istrict Ir	stream Leas	e Application (revised 7/28/2017)			Page 1

Par	t 2 of 4 – District and other party Signature									
Term of the Lease:										
The lease is requested to begin in: month April year 20	018 and end: month October year 2018									
Public use: Check the public use(s) this lease will	Termination provision (for multiyear leases):									
serve (as defined by ORS 537.332):	The parties to the lease request (choose one):									
Conservation, maintenance and enhancement of	a. The option of terminating the lease prior to									
aquatic, fish and wildlife, fish and wildlife habitat	expiration of the full term with written notice to the									
and any other ecological values.	Department by the Lessor(s) and/or Lessee.									
□ Recreation	b. The option of terminating the lease prior to expiration									
□ Pollution abatement	of the full term, with consent by all parties to the									
Navigation	lease.									
	c. The parties would not like to include a Termination Provision.									
*	(See instructions for limitations to this provision)									
Additive/Replacing Relationship to other instream water rights: Instream leases are generally additive to other existing instream water rights created as a result of instream leases and transfers and/or allocations of conserved water. Since instream leases are also generally senior to other instream rights created through a state agency process or conversion of minimum flows, they generally replace a portion of these junior instream rights. If you would like this lease to relate to other instream water rights differently than described above, please check this box. And attach an explanation of your intent.										
	proposed to be leased again or later transferred or become project, a new injury review shall be required. An instream transaction.									
Validity of the rights to be leased:										
The water right(s) to be leased have been used under	er the terms and conditions of the right(s) during the last									
five years or have been leased instream; or										
The water right(s) have not been used for the last f	ive years according to the terms and conditions of the									
rights. However, the water right(s) is not subject to	forfeiture under ORS 540.610(2). Documentation									
describing why the water right is not subject to fort	feiture has been provided.									
SIGNA	TURES									
The undersigned declare that the information c	ontained in this application is true and accurate.									
Signature of Co-Lessor Printed name (and title): A bigail Centola, Beneficial	Date: 3/15/18									

Business/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: abby@coid.org

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

Signature of Lessee

Complete Table 1 Identify water right(s) proposed to be leased instream Provide a separate Part 3 for each Lessor (water right interest holder/landowner) Table 1 Irrigation District or other Water Purveyor Name: Cental Oregon Irrigation District Specify Water Right, Priority Date, point of diversion(s) (POD), place of use, tax lot, gov't lot/DLC, acres to be leased, original use type, certificate page number, and any previous lease. If not enough room below, you may add rows (see instructions) or create a spreadsheet/table (matching Table 1) and attach Any attached table should include reference to the Lessor Water Right# Priority Date POD# Twp Rng Q-Q Tax Lot Gov't Lot/DLC# Acres Use Page # Previous Lease # 83571 10/31/1990 18 S 12 E 02 NE SE 1317 1.0 53 Irrig IL-1596 Any additional information about the right: Farm Deferral Tax Status: Counties make the determination of whether a property qualifies for the farm use assessment without consideration of whether the lands have an associated water right which is leased instream. If you have questions regarding the farm use assessment you should contact your local county assessor. You should contact your County for any weed ordinance and management requirements. The undersigned declare: 1. I/We agree during the term of this lease to suspend use of water allowed under the water right(s) involved in the lease as well as and any other appurtenant 2. I/We certify are the lessor(s) (water right interest holder) of the water right(s) in Table 1. If not the deeded land owner, I/we have obtained consent from the deeded land owner and/or have provided documentation of authorization to pursue the instream lease; and 3. I/We affirm that the information in this application is true and accurate. Date: 2/5/18 Signature of Lessor Printed name (and title): <u>Kiefer Aguilar</u> Business name, if applicable: Mailing Address (with state and zip): 61795 Ward Rd, Bend, OR 97702 Phone number (include area code): 806-239-8843 **E-mail address: kiefer.aguilar@gmail.com Date: 2/5/18 Signature of Lessor Printed name (and title): <u>TiffanyAguilar</u> Business name, if applicable:

Mailing Address (with state and zip): 61795 Ward Rd, Bend, OR 97702

Phone number (include area code): 806-239-8843 **E-mail address: kiefer.aguilar@gmail.com

Deschutes River Conservancy Instream Leasing Program

Policy Concerning Weeds & Instream Leases Information on Farm Deferral & Lease Payment

The Deschutes River Conservancy is dedicated to restoring stream flow and improving water quality in the Deschutes Basin; land stewardship is a component of these goals.

Weed Policy

The DRC expects participants in the Leasing Program will continue to exercise agricultural best management practices on lands enrolled in the Program, particularly with respect to the control of noxious and/or nuisance weeds. Failure to control weeds on leased acres may result in exclusion from Program compensation.

Information and Resources Attached

Farm Deferral Notice

Instream leasing is a beneficial use that protects your water right from forfeiture and allows for compensation for this instream use, but please note that it does not automatically protect against loss of farm use special assessment. Exclusive Farm Use (EFU) zoned lands may still require at least minimal use with the intent to make a profit. It is the landowner's responsibility to know their tax assessment status and qualifying uses.

Information and Resources Attached

Donated Leases: One year and multi-year leases of less than 10 acres, leases with public entities, leases submitted after the due date, and leases with verified weed complaints are <u>not paid</u> a per acre or per acre-foot rate by the DRC.

understand the DRC weed policy and have Print Name been informed about farm deferral and donations.

This form must be signed and returned with state lease form.

Signature:

Complete Table 1 Identify water right(s) proposed to be leased instream Provide a separate Part 3 for each Lessor (water right interest holder/landowner)

Irrigation District or other Water Purveyor Name: Cental Oregon Irrigation District Specify Water Right, Priority Date, point of diversion(s) (POD), place of use, tax lot, gov't lot/DLC, acres to be leased, original use type, certificate page number, and any previous lease. If not enough room below, you may add rows (see instructions) or create a spreadsheet/table (matching Table 1) and attach. Any attached table should include reference to the Lessor. Water Right # Priority Date POD# Twp Rng Sec Q-Q Tax Lot Gov't Lot/DLC# Previous Lease # Acres Use Page # 83571 10/31/1990 17 S 12 E 13 NW NE 103 Irrig 1.0 27 Any additional information about the right: Farm Deferral Tax Status: Counties make the determination of whether a property qualifies for the farm use assessment without consideration of whether the lands have an associated water right which is leased instream. If you have questions regarding the farm use assessment you should contact your local county assessor. You should contact your County for any weed ordinance and management requirements. The undersigned declare: 1. I/We agree during the term of this lease to suspend use of water allowed under the water right(s) involved in the lease as well as and any other appurtenant primary or supplemental water right(s); and 2. I/We certify are the lessor(s) (water right interest holder) of the water right(s) in Table 1. If not the deeded land owner, I/we have obtained consent from the deeded land owner and/or have provided documentation of authorization to pursue the instream lease; and 3. I/We affirm that the information in this application is true and accurate. Date: 10 Feb 2018 Signature of Lessor Printed name (and title): Todd Anderson Business name, if applicable: Anderson & Nash 2016 Trust Mailing Address (with state and zip): 4861 SW McVey, Redmond OR 97756 Phone number (include area code): 408-893-4360 **E-mail address: trailhead@yahoo.com

Business name, if applicable: Anderson & Nash 2016 Trust

Date: 2.12.18

District Instream Lease Application (revised 7/28/2017)

Mailing Address (with state and zip): 4861 SW McVey, Redmond OR 97756

Phone number (include area code): 408-893-4360 **E-mail address: trailhead@yahoo.com

Signature of Lessor

Printed name (and title): Siobhan Nash

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Deschutes River Conservancy Instream Leasing Program

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1 Told Anderson understand the DRC weed policy and have been informed about farm deferral and donations. Signature: Task A. Acl

This form must be signed and returned with state lease form.

Date: 10 Feb. 2018

DESCHUTES COUNTY ASSESSOR REAL PROPERTY ACCOUNT NAMES

2/8/2018 10:30:24 AM

Own

100.00

Pct

OWNER AS

TRUSTEE

Account #

108708

Map

Owner

ANDERSON & NASH 2016 TRUST ANDERSON, TODD A TTEE ET AL

63531 GENTRY LOOP BEND, OR 97701

 Name
 Ownership

 Type
 Name
 Type

 OWNER
 TODD ANDERSON & SIOBHAN NASH 2016 TRUST
 OWNER

 REPRESENTATIVE
 ANDERSON, TODD A
 OWNER AS TRUSTEE

REPRESENTATIVE NASH, SIOBHAN E

Complete Table 1 Identify water right(s) proposed to be leased instream Provide a separate Part 3 for each Lessor (water right interest holder/landowner)

		X 10110			nec x		, ioi ca	CH Lies	301 (11	atti tigi	it interest noid	-17 minut	mici,		
Table 1															•
Irrigation Di	strict or other \	Water Purv	eyor l	Nam	e: Ce	ntal	Oregon	Irriga	tion Di	strict					
Specify Wat	er Right, Prior	ity Date, p	oint of	div	ersion	n(s)	(POD),	place	of use,	tax lot,	ov't lot/DLC, a	cres to be	leased,	original u	ise type, certificate
	_									previous					•• •
	If not enough r	oom belov	v, you	may	y add	row	s (see in	nstructi	ons) o	r create a	spreadsheet/tab	le (match	ning Tab	le 1) and	attach.
				Ar	y atta	che	d table	should	includ	e referen	ce to the Lessor.				-
Water Right #	Priority Date	POD#	Tw	ф	R	g	Sec	Q	-Q	Tax Lot	Gov't Lot/DLC#	Acres	Usc	Page #	Previous Lease #
83571	10/3 1/1990	ı	17	S	12	E	25	NE	SE	600		0.68	lmig	44	
Any addition	nal informatio	n about th	ne rigi	ıt:											
Farm Defer	ral Tax Status	: Counties	make	the	deter	mina	ation of	wheth	er a pr	operty gu	alifies for the fa	rm use a	ssessmer	nt without	t consideration of
whether the l	ands have an a	ssociated v	vater i	ight	whic	h is	leased	instream	n. Ify	you have	questions regard	ling the f	arm use	assessme	nt you should
											ance and manag				•
The undersigne	ed declare:												-		
1. I/We agre	e during the tern	n of this lea	se to s	uspe	nd use	of	vater all	lowed u	nder th	e water ri	ght(s) involved in	the lease	as well a	s and any	other appurtenant
primary o	r supplemental v	vater right(s	; and	•											• •
2. I/We certi	ify are the lesson	(s) (water ri	ight int	eres	t hold	er) o	f the wa	ter righ	t(s) in T	Table 1. I	f not the deeded la	and owner	, I/we ha	ve obtaine	d consent from the
	nd owner and/or m that the inform								o pursu	e the instr	ream lease; and				
3. I/WE AIH															
John	Britt	on			D	ate:	01/0	3/19	3						

Printed name (and title): <u>John Britton</u> Business name, if applicable: _____ Mailing Address (with state and zip): 62545 Erickson Rd. Bend. OR, 97701

Phone number (include area code): 541-788-0602 **E-mail address: john@K2-env.com Signature of Lessor

Printed name (and title): Maria Britton Business name, if applicable: ______ Mailing Address (with state and zip): 62545 Erickson Rd, Bend, OR, 97701 Phone number (include area code): 541-788-0602 **E-mail address: john@K2-env.com

District Instream Lease Application (revised 7/28/2017)

Signature of Lessor

Deschutes River Conservancy Instream Leasing Program

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Information and Resources Attached

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1, JOHN	BRITTO		understand the D	RC weed policy and have	
been inform	<i>Print Nam</i> ned about farr	e n deferral and	donations.		
			•		
Signature: _	John	Buttor	ν	_ Date:_ 01/03/18	

Complete Table 1 Identify water right(s) proposed to be leased instream

Table 1	A LONG AND	CAST CHARLES SEE TH	An antig	CONTRACTOR	2197 77 11	100	1.444.944	The second	200367		ic intolost holde	плацио	м цсі)	992.0	
	strict or other V	Vater Purv	eyor N	Vam	e: Ce	ntal	Oregon	Irrigat	tion Dis	strict					
Specify Wat	er Right, Priori	ty Date, po	int of	div may	ersion add	i(s) (pa rows	(POD), ge nun s (see ir	place of ther, and structi	of use, id any ons) o	tax lot, g previous r create a	ov't lot/DLC, ac lease. spreadsheet/tab ce to the Lessor.	le (matcl			use type, certificate
Water Right #	Priority Date	POD#	Tw	p	Ri	g	Sec	Q	-Q	Tax Lot	Gov't Lot/DLC#	Acres	Use	Page #	Previous Lease #
83571	10/31/1990	1	15	S	14	E	02	NW	SE	400		4.52	Irrig	28	Proceedings of the second
Any additio	nal informatio	n about tl	ıe rigl	nt:											
whether the	local county as	ssociated v	vater i	right	whic	h is	leased	instrea	m. If v	vou have	nalifies for the fa questions regard nance and manag	ing the	farm use	assessm	ut consideration of ent you should

1. I/We agree during the term of this lease to suspend use of water allowed under the water right(s) involved in the lease as well as and any other appurtenant primary or supplemental water right(s); and

I/We certify are the lessor(s) (water right interest holder) of the water right(s) in Table 1. If not the deeded land owner, I/we have obtained consent from the deeded land owner and/or have provided documentation of authorization to pursue the instream lease; and

3. I/We affirm that the information in this application is true and accurate.

Signature of Lessor Date: 1-22-18

Printed name (and title): Clinton C Jr Brooks Business name, if applicable: Mailing Address (with state and zip): 12865 SW Cornett Lp, Powell Butte, OR 97753

Phone number (include area code): 541-419-3024 **E-mail address: clint@clintbrooksbuilders.com

Date: 1-26-18

Signature of Lessor

Printed name (and title): <u>Barbara Brooks</u> Business name, if applicable:

Mailing Address (with state and zip): 12865 SW Cornett Lp, Powell Butte, OR 97753

Phone number (include area code): 541-419-3024 **E-mail address: clint@clintbrooksbuilders.com

District Instream Lease Application (revised 7/28/2017)

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1. CLINTON C. BROOKS understand the DRC weed policy and have

been informed about farm deferral and donations.

Complete Table 1 Identify water right(s) proposed to be leased instream Provide a separate Part 3 for each Lessor (water right interest holder/landowner)

Table 1														
Irrigation Di	strict or other V	Vater Purv	eyor N	lame: (ental	Oregon	Irrigat	ion Dis	strict					
Specify Wat	er Right, Priori	ty Date, po	oint of	diversimay ad	on(s) pa d row	(POD), age num s (see in	place of ther, and astructi	of use, ad any ons) or	tax lot, g previous create a	gov't lot/DLC, ac lease. spreadsheet/tab ce to the Lessor.				attach.
Water Right #	Priority Date	POD#	Tw		Rng	Sec		-Q	Tax Lot	Gov't Lot/DLC#	Acres	Use	Page #	Previous Lease #
83571	10/31/1990	1	18	S 1	E	05	NE	NE	100		0.81	Irrig	55	
					+	-								
Any additio	nal informatio	n about th	e righ	ıt:			<u> </u>							
whether the	local county as	ssociated v	vater i	ignt wi	iich is	leased	instrea	m. If v	you have	nalifies for the far questions regard nance and manag	ling the f	arm IICA	accacomo	t consideration of ent you should
1. I/We agree primary of 2. I/We cert deeded la 3. I/We affir	re during the term re supplemental verify are the lessor and owner and/or me that the information of I	(s) (water right) have providenation in the	ight intided do	erest ho cumenta ication	lder) o tion o is true Date:	of the war f authoriand according	ater rightization turate.	t(s) in 7	Table 1. I	If not the deeded la ream lease; and	and owne	r, I/we ha		other appurtenant
Mailing Ad	ne (and title): Endress (with state ber (include are	e and zip):	2285	5 Bear	Creek	Road,	Bend,	OR 97	701	ert T. Testamenta	ary Trust			
	Signature of I	essor			Date:									
Mailing Ad	ne (and title): <u>V</u> dress (with stat oer (include are	e and zip):	2285	5 Bear	Creek	Road,	Bend,	OR 97'	701	n, Robert T. Tes	tamentar	y Trust		

Complete Table 1 Identify water right(s) proposed to be leased instream Provide a separate Part 3 for each Lessor (water right interest holder/landowner)

	le	١

Irrigation District or other Water Purveyor Name: Cental Oregon Irrigation District

Specify Water Right, Priority Date, point of diversion(s) (POD), place of use, tax lot, gov/plot/DEC, acres to be leased, on plantage sizes, exclusion

page number, and any previous lease.

If not enough room below, you may add rows (see instructions) or create a spreadsheet/table (matching (table b) ambattage.

Any attached table should include reference to the lossor.

Water Right #	Priority Dato	POD #	TW	rp.	Rn	8	Sec	q	(-Q)	Tax Lot	Cov/FLoVDLO#	Accept	(e) o	Phy!	1-0900-02500
83571	10/31/1990	1	18	8	13	E	05	NE	NE	100		0.81	Imig	55	
									1	17/1/11/19					小 类似 建定金金
														建設等	
									100	THE REAL PROPERTY.			100	1996	

Any additional information about the right:

Farm Deferral Tax Status: Counties make the determination of whether a property qualifies for the farm use assessment without consideration of whether the lands have an associated water right which is leased instream. If you have questions regarding the farm use assessment you should contact your local county assessor. You should contact your County for any weed ordinance and management requirements.

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	Date:
Signature of Lessor	
Printed name (and title): Eve L. Brown	Business name, if applicable: Brown, Robert T. Testamentary Trust
Mailing Address (with state and zip): 22	855 Bear Creek Road, Bend, OR 97701 188-0912 **E-mail address: twinkeye1947@gmail.com
Phone dumber (include) red code): 541-3	88-0912 **E-mail address: twinkcyc1947@gmail.com
Signature of Lessor	Date: 10/21/2017
Signature of Lessor	

Printed name (and title): Vernon A. Schroder Business name, if applicable: Brown Robert T. Testamentary Trust Mailing Address (with state and zip): 22855 Bear Creek Road, Bend, OR 97701

Phone number (include area code): 541-388-0912 **E-mail address: winkeve1947@gmail.com

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understand the DRC weed policy and have

been informed about farm deferral and donations.

IRS DEPARTMENT OF THE TREASURY INTERNAL REVENUE SERVICE PHILADELPHIA PA 19255-0023

005071.738244.130386.9595 1 MB 0.423 530

Date of this notice: 03-02-2017

Employer Identification Number: 82-6110101

Form: SS-4

Number of this notice: CP 575 B

For assistance you may call us at 1-800-829-4933

IF YOU WRITE, ATTACH THE STUB OF THIS NOTICE.

ROBERT T BROWN TEST TR EVE L BROWN TTEE 2660 NE HIGHWAY 20 STE 610 PMB 99 BEND OR 97701

005071

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 82-6110101. This EIN will identify your estate or trust. If you are not the applicant, please contact the individual who is handling the estate or trust for you. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1041

04/15/2018

If you have questions about the form(s) or the due dates(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, Accounting Periods and Methods.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, Entity Classification Election. See Form 8832 and its instructions for additional information.

CERTIFICATION OF TRUST OF THE

ROBERT T. BROWN TESTAMENTARY TRUST

- The Robert T. Brown Testamentary Trust dated February 27, 2017, was established under Last Will and Testament of Robert Trumbull Brown dated November 12, 2008.
- The Settlor of the Trust is: Robert Trumbull Brown.
- The currently acting Co-Trustees are: Eve L. Brown and Vernon Andrew Schroder.
- 4. The addresses of the Trustees is as follows:

Eve L. Brown 22855 Bear Creek Rd. Bend, OR 97701 Vernon A. Schroder 34356 Berg Rd. Warren, OR 97053

- The Co-Trustees have those powers that are set forth in the Will, which are incorporated herein, together with all those trust powers contained in the Oregon Uniform Trust Code set forth in ORS 130.725.
- Attached as Exhibit A is a copy of the Will.
- The Trust's taxpayer identification number is: 82-6110101.
- 8. The Trust is irrevocable.
- Trust assets are to be taken in the name of:

"Eve L. Brown and Vernon A. Schroder, as Co-Trustees of the Robert T. Brown Testamentary Trust dated February 27, 2017, and created under Last Will and Testament of Robert Trumbull Brown, dated November 12, 2008."

- The Trust has not been revoked, modified, or amended in any manner that would cause the representations contained in this certification to be incorrect.
- The Trust was established in the State of Oregon.
- This Certification of Trust is made pursuant to ORS 130.860.

Dated on 7 day of March, 2017.

EVE L. BROWN, Co-Trustee

VERNON A. SCHRODER, Co-Trustee

State of Oregon)	
County of Deschutes) ss.	
This instrument was ac Eve L. Brown, Co-Trustee.	cknowledged before me on Musch 7, 2017, by
OFFICIAL STAMP AMBER LEE KIRK NOTARY PUBLIC-OREGON COMMISSION NO. 942965 MY COMMISSION EXPIRES SEPTEMBER 16, 2019	NOTARY PUBLIC FOR OREGON
State of Oregon) County of Washinston	¢
	knowledged before me on March 9, 2017, by
OFFICIAL STAMP LILIA M CASIAS NOTARY PUBLIC - OREGON COMMISSION NO. 921417 HY COMMISSION EXPIRES NOVEMBER 11, 2017	NOTARY PUBLIC FOR OREGON

Complete Table 1 Identify water right(s) proposed to be leased instream Provide a separate Part 3 for each Lessor (water right interest holder/landowner)

Table 1

Irrigation District or other Water Purveyor Name: Cental Oregon Irrigation District

Specify Water Right, Priority Date, point of diversion(s) (POD), place of use, tax lot, gov't lot/DLC, acres to be leased, original use type, certificate page number, and any previous lease.

If not enough room below, you may add rows (see instructions) or create a spreadsheet/table (matching Table 1) and attach.

00			1	/p	Rr	ıg	Sec	Q	ŀQ	Tax Lot	Gov't Lot/DLC#	Acres	Use	Page #	Previous Lease #
83571	10/31/1990	1	18	S	13	E	12	sw	NW	503		0.3	Irrig	56	
												0.5	ning	30	IL-1589

Any additional information about the right:

Farm Deferral Tax Status: Counties make the determination of whether a property qualifies for the farm use assessment without consideration of whether the lands have an associated water right which is leased instream. If you have questions regarding the farm use assessment you should contact your local county assessor. You should contact your County for any weed ordinance and management requirements.

1. I/We agree during the term of this lease to suspend use of water allowed under the water right(s) involved in the lease as well as and any other appurtenant

2. I/We certify are the lessor(s) (water right interest holder) of the water right(s) in Table 1. If not the deeded land owner, I/we have obtained consent from the deeded land owner and/or have provided documentation of authorization to pursue the instream lease; and

3. We affirm that the information in this application is true and accurate.

Aucu Signature of Lesson

Printed name (and title): <u>David DeCourcey</u>Business name, if applicable:

Mailing Address (with state and zip): 61416 Cougar Trail, Bend, OR 97701

Phone number (include area code): 541-815-9604 **E-mail address: decourceydavid621@gmail.com

Deschutes River Conservancy Instream Leasing Program

Policy Concerning Weeds & Instream Leases Information on Farm Deferral & Lease Payment

The Deschutes River Conservancy is dedicated to restoring stream flow and improving water quality in the Deschutes Basin; land stewardship is a component of these goals.

Weed Policy

The DRC expects participants in the Leasing Program will continue to exercise agricultural best management practices on lands enrolled in the Program, particularly with respect to the control of noxious and/or nuisance weeds. Failure to control weeds on leased acres may result in exclusion from Program compensation.

Information and Resources Attached

Farm Deferral Notice

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Information and Resources Attached

Donated Leases: One year and multi-year leases of less than 10 acres, leases with public entities, leases submitted after the due date, and leases with verified weed complaints are <u>not paid</u> a per acre or per acre-foot rate by the DRC.

I, Dovid R. De Courcey understand the DRC weed policy and have

been informed about farm deferral and donations.

This form must be signed and returned with state lease form.

Signature:

Complete Table 1 sidentify water right(s) proposed to be leased instream ovide a separate Part 3 for each 1 essor (water right interest holder/landowner)

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Water Right #	Priority Date	POD#	Tw	An	y atta	che	d table	should	includ	e referen	spreadsheet/table ce to the Lessor.	le (match	ing Tabl	e I) and	attach.
83571 83571	10/31/1990	1	18	s	13	E	Sec 05	Q	-Q	Tax Lot	Gov't Lot/DLC#	Acres	Use	Page #	Previous Lease #
633/1	10/31/1990	1	18	S	13	E	05	NW SW	SW	1100		2.46	lrrig	55	
										1100		2.1	Irrig	55	
Any addition	Any additional information about the right:														

Farm Deferral Tax Status: Counties make the determination of whether a property qualifies for the farm use assessment without consideration of whether the lands have an associated water right which is leased instream. If you have questions regarding the farm use assessment you should contact your local county assessor. You should contact your County for any weed ordinance and management requirements. The undersigned declare:

1. I/We agree during the term of this lease to suspend use of water allowed under the water right(s) involved in the lease as well as and any other appurtenant

2. I/We certify are the lessor(s) (water right interest holder) of the water right(s) in Table 1. If not the deeded land owner, I/we have obtained consent from the deeded land owner and/or have provided documentation of authorization to pursue the instream lease; and

3. I/We affirm that the information in this application is true and accurate.

Printed name (and title): Brian Hamilton Business name, if applicable: Mailing Address (with state and zip): 2242 19th St, San Francisco, CA 94107 Phone number (include area code): 415-425-2030 **E-mail address:

District Instream Lease Application (revised 7/28/2017)

Page 4

Deschutes River Conservancy Instream Leasing Program

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Information and Resources Attached

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Information and Resources Attached

Donated Leases: One year and multi-year leases of less than 10 acres, leases with public entities, leases submitted after the due date, and leases with verified weed complaints are <u>not paid</u> a per acre or per acre-foot rate by the DRC.

Print Name

been informed about farm deferral and donations.

Signature: _____ Date: 3/8/18

Complete Table 1 Identify water right(s) proposed to be leased instream Provide a separate Part 3 for each Lessor (water right interest holder/landowner)

Table 1

Irrigation District or other Water Purveyor Name: Cental Oregon Irrigation District

Specify Water Right, Priority Date, point of diversion(s) (POD), place of use, tax lot, gov't lot/DLC, acres to be leased, original use type, certificate page number, and any previous lease.

If not enough room below, you may add rows (see instructions) or create a spreadsheet/table (matching Table 1) and attach.

Any attached table should include reference to the Lessor.

Water Right#	Priority Date	POD#	Tw	р	Rr	g	Sec	Q	ŀQ	Tax Lot	Gov't Loi/DLC#	Acres	Use	Page#	Previous Lease#
83571	10/31/1990	1	17	S	14	E	22	SE	SE	1000		0.1	Irrig	50	
1 2000															

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- 3. I/We affirm that the information in this application is true and accurate.

James Howell

Digitally signed by James Howell
DN: cn=James Howell, o=J and R Fler, ou, email=jim@jrfire.com, c=US
Date: 2018.03.05 11.15 12 16(0)

Signature of Lessor

Printed name (and title): <u>James Howell</u> Business name, if applicable: Mailing Address (with state and zip): <u>25990 Alfalfa Mkt Rd, Bend, OR 97701</u> Phone number (include area code): <u>541-419-8886</u> **E-mail address:

Deschutes River Conservancy Instream Leasing Program

Policy Concerning Weeds & Instream Leases Information on Farm Deferral & Lease Payment

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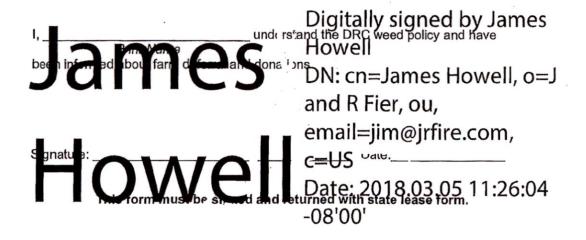
Information and Resources Attached

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Complete Table 1 Identify water right(s) proposed to be leased instream Provide a separate Part 3 for each Lessor (water right interest holder/landowner)

Гa	ы	6	1

Irrigation District or other Water Purveyor Name: Cental Oregon Irrigation District

Specify Water Right, Priority Date, point of diversion(s) (POD), place of use, tax lot, gov't lot/DLC, acres to be leased, original use type, certificate page number, and any previous lease.

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Water Right #	Priority Date	POD#	Tw	p	Rr	ng	Sec	Q	-Q	Tax Lot	Gov't Lot/DLC#	Acres	Use	Page #	Previous Lease #
83571	10/31/1990	1	18	S	13	E	04	SE	sw	400		0.49	Irrig	55	Trevious Lease #
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		11													

Any additional information about the right:

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Pm Date: 3/6 Signature of Lessor

Printed name (and title): Veronica Antoinette Kreuger Business name, if applicable: Mailing Address (with state and zip): 2660 NE Hwy 20 Suite 610, Bend, OR 97701

Phone number (include area code): 541-728-8486 **E-mail address: lazylee812@hotmail.com

Deschutes River Conservancy Instream Leasing Program

Policy Concerning Weeds & Instream Leases Information on Farm Deferral & Lease Payment

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Veronica Busch (maiden, kreuger)

North Mame

understand the DRC weed policy and have

been informed about farm deferral and donations.

Complete Table 1 Identify water right(s) proposed to be leased instream Provide a separate Part 3 for each Lessor (water right interest holder/landowner)

Table 1

Water

835

Irrigation District or other Water Purveyor Name: Cental Oregon Irrigation District

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				An	y atta	che	d table s	hould	includ	e referen	ce to the Lessor.		5	o i j and	attacii.
r Right#	Priority Date	POD#	Tw	SALL SALL SALL	Rr	STREET, NO.	Sec	WEST SALES MAKES	SHADON AND PROVI	Se de Comment de la Comment de	Gov't Lot/DLC#	ARREST WITH ARREST	Use	Page#	Previous Lease #
3571	10/31/1990	1	17	S	12	E	13	SE	SE	907		et de placti	256-1996-19-19-19-19-19-19-19-19-19-19-19-19-19-	1 age #	Frevious Lease#
				1	12	-	13	SE	SE	907		0.3	Irrig	42	IL-1572

Any additional information about the right:

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3. I/We affirm that the information in this application is true and accurate.

Signature of Lessor Date: 3-7-18

Printed name (and title): Travis Kuiper Business name, if applicable: Mailing Address (with state and zip): 21940 Butler Mkt Rd, Bend, OR 97701

Phone number (include area code): 503-385-5560 **E-mail address: travisk518@gmail.com

Deschutes River Conservancy Instream Leasing Program

Policy Concerning Weeds & Instream Leases Information on Farm Deferral & Lease Payment

The Deschutes River Conservancy is dedicated to restoring stream flow and improving water quality in the Deschutes Basin; land stewardship is a component of these goals.

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I, Travis Kuiper understand the DRC weed policy and have Print Name been informed about farm deferral and donations.

Signature:

_____ Date:_ 3-7-18

Complete Table 1 Identify water right(s) proposed to be leased instream Provide a separate Part 3 for each Lessor (water right interest holder/landowner)

Table 1

Irrigation District or other Water Purveyor Name: Cental Oregon Irrigation District

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83571	10/31/1990	1	18	S	13	E	06	SE	NW	1002		11.0	Irrig	56	IL-1166
83571	10/31/1990	1	18	S	13	E	06	sw	NW	1002		2.3	Irrig	56	IL-1166
83571	10/31/1990	1	18	S	13	E	06	NE	sw	1004		6.8	Irrig	56	IL-1166

Any additional information about the right:

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The undersigned declare:

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Signature of Lessor

Date: 3/2/18

Printed name (and title): Tony Licitra

Business name, if applicable:

Majing Address (with state and zip): 61975 Somerset Dr., Nemd, OR 97702

Phone number (include area code): 541-390-0296 **E-mail address: tlr13@aol.com

Deschutes River Conservancy Instream Leasing Program

Policy Concerning Weeds & Instream Leases Information on Farm Deferral & Lease Payment

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l,		understand the DRC weed policy and have
	Print Name	
been informe	d about farm deferral a	nd donations.
	-4	
	Land Bar A	
Signature:	Jung Prod -	3/1/18
oigiliatalo,		Date:

Complete Table 1 Identify water right(s) proposed to be leased instream
Provide a separate Part 3 for each Lessor (water right interest holder/landowner)

		Provid	e a se	para	te P	art 3	for ea	ch Les	sor (w	ater righ	ht interest hold	r/lando	wner)		
Table 1											Total Color	or rando	WHEI)		
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Specify Wat	er Right, Priori	ty Date, po	oint of	f dive	ersion add	n(s) pa row	(POD), age nun s (see in	place ber, a struct	of use, nd any ions) o	tax lot, g previous r create a	gov't lot/DLC, as lease. spreadsheet/tab ce to the Lessor.	le (matcl			se type, certificate
Water Right #	Priority Date	POD#	Tw		Rı		Sec		} - Q	Tax Lot	Gov't Lot/DLC#	Acres	Use	Page #	Previous Lease #
83571	10/31/1990	1	17	S	14	E	34	NE	NW	200		0.96	Irrig	52	IL-1572
Any addition	nal informatio	n about ti	ne rigi	ht:											
The undersigne 1. I/We agre primary o 2. I/We certi deeded lar	ed declare: e during the term	n of this leavater right(s	se to s ;; and ight inteled do	usper	nd use thold entation	e of ver) o	water al	lowed u	any wo	eed ordin	f	the lease	as well a	nts.	other appurtenant
Mailing Add	Signature of L e (and title): <u>Ja</u> dress (with state per (include are:	mes Parke e and zip): a code): 54	2578 11-420	5 W	ness alker	nam Rd.	e, if ap	OR 97	701	– s@ykwc	.net				
_ Cids	Signature of L														
Mailing Add	e (and title): <u>Ac</u> dress (with state er (include area	and zip):	2578	5 W	alker	Rd.	Bend.	OR 97	701	– s@ykwc.	.net				

District Instream Lease Application (revised 7/28/2017)

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1, Janes Farker ur Print Name	nderstand the DRC weed policy and have
been informed about farm deferral and do	onations.
Signature: This form must be signed as	Date: 1/4/18

Complete Table 1 Identify water right(s) proposed to be leased instream Provide a separate Part 3 for each Lessor (water right interest holder/landowner)

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Any attached table should include reference to the Lessor.

Water Right #	Priority Date	POD#	Tw	7p	Rn	g	Sec	Q	-Q	Tax Lot	Gov't Lot/DLC#	Acres	Use	Page #	Previous Lease #
83571	10/31/1990	1	17	S	13	E	18	NE	SE	200		1.25	Irrig	46	IL-1540
				_											
				_											
7.774			L												

Any additional information about the right:

Farm Deferral Tax Status: Counties make the determination of whether a property qualifies for the farm use assessment without consideration of whether the lands have an associated water right which is leased instream. If you have questions regarding the farm use assessment you should contact your local county assessor. You should contact your County for any weed ordinance and management requirements.

The undersigned declare:

 I/We agree during the term of this lease to suspend use of water allowed under the water right(s) involved in the lease as well as and any other appurtenant primary or supplemental water right(s); and

2. I/We certify are the lessor(s) (water right interest holder) of the water right(s) in Table 1. If not the deeded land owner, I/we have obtained consent from the deeded land owner and/or have provided documentation of authorization to pursue the instream lease; and

3. If we affirm that the information in this application is true and accurate.

Signature of Lessor

Printed name (and title): Leonard Peverieri

Business name, if applicable: ___

Mailing Address (with state and zip): 21822 Los Serranos Dr. Bend, OR 97701

Phone number (include area code): 541-420-8600 **E-mail address: cowarbird@msn.com

Deschutes River Conservancy Instream Leasing Program

Policy Concerning Weeds & Instream Leases Information on Farm Deferral & Lease Payment

The Deschutes River Conservancy is dedicated to restoring stream flow and improving water quality in the Deschutes Basin; land stewardship is a component of these goals.

Weed Policy

The DRC expects participants in the Leasing Program will continue to exercise agricultural best management practices on lands enrolled in the Program, particularly with respect to the control of noxious and/or nuisance weeds. Failure to control weeds on leased acres may result in exclusion from Program compensation.

Information and Resources Attached

Farm Deferral Notice

Instream leasing is a beneficial use that protects your water right from forfeiture and allows for compensation for this instream use, but please note that it does not automatically protect against loss of farm use special assessment. Exclusive Farm Use (EFU) zoned lands may still require at least minimal use with the intent to make a profit. It is the landowner's responsibility to know their tax assessment status and qualifying uses.

Information and Resources Attached

Donated Leases: One year and multi-year leases of less than 10 acres, leases with public entities, leases submitted after the due date, and leases with verified weed complaints are <u>not paid</u> a per acre or per acre-foot rate by the DRC.

LEONAND PEVERIERI

Date:

1, ______ understand the DRC weed policy and have Print Name

been informed about farm deferral and donations.

Complete Table 1 Identify water right(s) proposed to be le

		Provide:	a sepa	irat	e Par	t 3 f	for each	h Lesso	gni(s)	propose ter right	interest holder	nstream //ordom			
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Irrigation Dis	strict or other \	Water Purv	eyor l	Nam	e: Ce	ntal	Oregon	Irrigat	ion Di	strict					
Specify V	Vater Right, Pr	riority Date	, poin	it of	diver certi dd ro	sion ficat ws ((s) (PC e page (see ins	D), pla number truction	ce of to, and	ise, tax lo iny previ	ot, gov't lot/DLC ous lease. preadsheet/table e to the Lessor.				
Water Right #	Priority Date	POD#	Tw		Rr		Sec	C 200 School and addition	-Q	Tax Lot	Gov't Lot/DLC#	Acres	Use	Page #	Previous Lease #
83571	10/31/1990	1	17	s	12	E	14	NE	SE	800		5.8	Irrig	42	NA NA
Any addition	nal informatio	n about th	ie rigi	ht-											
I/We agree of primary or s I/We certify deeded land I/We affirm	declare: during the term of upplemental was are the lessor(s) owner and/or hat the information.	of this lease ter right(s);) (water right ave providention in this	to sus and at inter	pend rest h	l use o	of wa	ater allo	wed und	ler the	water righ	ed ordinance and at(s) involved in the not the deeded lan am lease; and	ne lease a	s well as	and any o	
	ignature of Le				Dat	e: <u>/</u>	2-19-	17							
Printed name (Mailing Addre Phone number	ess (with state area	and zip): <u>6</u> code): <u>541</u>	52839	San	ta Cr	IZ A	ve Re	nd OR	07701	:					
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Printed name (Mailing Addre Phone number	ss (with state	and zip): 6	2839	San 2605	ta Cr	ız A	ve. Ber	nd. OR	97701	:					

Deschutes River Conservancy Instream Leasing Program

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Information and Resources Attached

Signature: Mar Holps

Donated Leases: One year and multi-year leases of less than 10 acres, leases with public entities, leases submitted after the due date, and leases with verified weed complaints are not paid a per acre or per acre-foot rate by the DRC.

I, Marc Allan Difflir understand	the DRC weed policy and have
Print Name	
been informed about farm deferral and donations.	
2	

This form must be signed and returned with state lease form.

1 Mars Allan Deletter

Date: 12-19-17

790057 I.D. TAG NO.

OREGON HEALTH AUTHORITY CENTER FOR HEALTH STATISTICS CENTIFICATE OF DEATH

STATE FAE NUMBER

1. Legal Name First Sharon	Lee	Phillips		Suffix 2	July 19, 2017
3. Sex Female	/9 years 5. Social Sec	curity Number	540-40-6026	8. County of Dea Deschutes	th
7, Etrihdale February 02, 1938 10. Was Decedant of Hispanic Odg	Portland, Oregon	#wyn	#. #### /	9. Decedent's Ed	ol grad, or GED.
No 13. Residence: Number and Site	et 227	Decidinal's Rach(s) White	14. City/Town	12. Was U.S.	Decedent Ever in Armed Forces? NO
63385 Hamehook Road	10. State or Foreign	v	Bend 17. Zip Code + 4	190	Inoide City Limite?
0.355 Hamenook Road 18. Resolance County Deschutes 19. Mariel Stelus at Time of Deal Married 21. Usual Occupation Homemaker 22. Fethor's Name Emil Paul Boesch 26. Informan's Name Marc Phillips 29. Mace of Death		e's Name Prior to Firs	97701 Marriage		No
Married 21. Usual Occupation Homemaker	1 HOYI	e David Phillips	22. Hond of Bush Own Home	nessindusity	:
23. Fother's Name Emil Paul Boesch		124	Mother's Hame Prior to aurabelle Jane W	First Marriage	
25, Informani's Name Marc Phillips	25. Telephone Number Not Available	27. Relationship to Son	Decedent 28: Malling 62839 S	Address anta Cruz Avenue	e, Bend, OR 97701
· nospice racinty	1 25	Partners in C	are		
31. Location of Death 2075 NE Wyatt Court 35. Method of Disposition	las m. John Villa	D 0110111	1.1111 11 1 11	Oregon 34	77701
Cremation	St. Place of Disposition. Funeral Alternativ	es Crematory,	Bend ************************************	Bend, Oregor	<u> </u>
38, Name and Complete Address of Niswonger - Reynolds Fi 39, Date of Disposition	uneral Home 40. Funeral Director's Sig	neture	Irving Ave, Bend	41. OR License N	umber
TBD 42. Registrar's Signature h	9 Mich	ael R McNeil	Received	CO-3893	File Number
Kelly A. Ecke	man, Dep	Reg. Hu	y 21, 2017		06
	****	* * * * * * * * * * * * * * * * * * *		<i>I.</i> (4)	
46, Was case referred to Medical E	xornine? 47. Autopsy?	lo y death?	osy findings available to o	complete the cause of	49. Time of Death 08.40
50. Enter the chain of events - dise such as cardiac arrest, respirate	ases, injuries, or complications	CAUSE OF DE	ne death.: DO NOT ENT	ERTERMINAL EVENT	S Approximate Interva
Final disease or condition resulting in death→	a (D (CV)		/ WWW.		inso 1th
Sequentially list conditions, if any, leading to the cause listed on line a ENTER THE UNDERLYING	Due to for as a consequence of) ψ		72.7		
CAUSE LAST (disease or injury !-	Due to (or se a consequence of). 4. C. Due to (or se a consequence (f) 4.	<u> </u>		· · ·	
death). 61. Other significant conditions confi	d. inbuting to death, but his resurt	ng'in the underlying c	iuse given above:	1 74.	
82. Hanner of Death K Netwell Homicide Accident Undelemined	53. If Feinele Stol pregnant within past year	in W Wie	COLLAND SENT OF SENT SENTEN	S4. Old lobe	cco use contribute to death?
Suicide D Pending	Pregnant at time of death Not pregnant, but pregnant with Time of Injury 67. Place of	n.42 days before death	monitors part year	LI NO	58. Injury at Work?
		110 mm			Yes No Unknown
59. Location of Injury tramper & Swed .	RIO Ha, Carlowa, Olde, Dip (4)	70. 70. 60. V(g. 7. E)	700 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	77 (
60. Describe how injury occurred		The second of th	Control of the contro	If fan sportation into Drived Operator Other (Specify)	iry, apacify: Passerger Padestrian
62. Hame and Address of Certifier	Number & Street or RFD Ha. Conflicted & Co.	NTW Mat	Court 18	say I or	77701
63. Hame and Title of Attending Phy	sician il Other than Certifier		9 9 7 1 4 7		
84. Tille of Certifier	200 to	66. 1	Icense Number	10 37/	Signed (20100 YYY) 1 2 20, 20 14 I stylesgation, ill my opinion, deat etay and mander stated.
64. Title of Certifier	y knowledge, clash occurred at the t	ime, date, and 68, M	edical Examiner. On the toured at the long, date, and	rists of exactination, and to place, and due to the caus	r sfriesgation, in my opinion, dost e(s) and manner stated
59. Amendment				1.7	
	***************************************	11.17 11.17 1.18 11.17 11.17 11.18 11.17 11.18 11.18	4/ 12		45-2DP (01/06

I CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF THE ORIGINAL CERTIFICATE ON FILE OR THE VITAL RECORDS FACTS ON FILE IN THE OREGON CENTER FOR HEALTH STATISTICS.

DATE ISSUED:





After Recording Return To:	

POWER OF ATTORNEY

OF

HOYLE DAVID PHILLIPS

Appointment of Agent

I, Hoyle David Phillips, of Bend, Oregon, do hereby make, constitute, and appoint the following, in the order named, as my agent and attorney-in-fact (my "Agent"), upon the terms and conditions described below: (1) my son, Marc Allan Phillips, of Bend, Oregon; (2) my daughter-in-law, Sunnie L. Phillips, of Bend, Oregon; or (3) the appointee or appointees of the last acting Agent hereunder. If any Agent named above is unable, is unwilling, or ceases to act, the next of them who is available shall act. The right to appoint includes the right to appoint a Co-Agent or Co-Agents to serve with the person making the appointment and the right to appoint a series of successor Agents and Co-Agents. All appointments shall be made by written instrument signed by the person making such appointment.

Effective Immediately

This Power of Attorney shall be effective immediately and shall continue in effect for my entire life unless revoked by me. This Power of Attorney shall continue to be effective, even in the event of my subsequent incapacity.

Health Information Disclosure Authorization

Pursuant to ORS Chapter 192, as amended, I hereby authorize my Health Care Provider or my regular treating, primary care or attending physician to use and disclose my health information (as defined in said ORS Chapter 192) that relates to my present and/or future physical or mental health or condition for the purposes of determining my disability or

incapacity as those terms are defined herein. The recipient of this health information shall be my Agent as set forth herein. I understand that the information to be disclosed may contain records or information concerning HIV/AIDS, mental health, and drug and alcohol diagnosis and treatment if necessary to determine my incapacity or disability. I understand that the information to be used or disclosed pursuant to this authorization may be subject to redisclosure and no longer protected under federal law. However, I also understand that federal or state law may restrict redisclosure of HIV/AIDS information, mental health information and drug and alcohol diagnosis and treatment information. I understand that I do not need to give this authorization and that failing to do so will not adversely affect my ability to receive services or reimbursement for services. I also understand that I may revoke this Power of Attorney and health information disclosure authorization at any time. This authorization to use and disclose health information shall continue until this Power of Attorney is revoked. I intend that this authorization apply to any information governed by the Health Insurance Portability and Accountability Act of 1996, 42 USC Section 1320d et seq., and 45 CFR Parts 160-164, as amended from time to time.

Revocation of Prior Power of Attorney

I hereby revoke all prior powers of attorney executed by me (other than any power of attorney for health care decisions) and I authorize my agent to deliver a copy of this document to any agent named in any such prior power of attorney and to any third party with whom such former agent may have been dealing.

Enumeration of Powers Granted

If my Agent named above is required to act under this Power of Attorney pursuant to the foregoing, then I give my Agent the power and authority:

1. Possession and Management of Assets. To take possession of, manage, administer, operate, maintain, improve, and control all my property, real or 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 such property. In dealing with real property, my agent may not receive any compensation that would require my agent to be licensed under ORS, Chapter 696 or other applicable law.

- Collection of Property, Debts and Claims. To collect and receive any money, property, debts, or claims whatsoever, as are now or shall hereafter become due, owing, and payable or belonging to me.
- 3. Retention and Investment of Assets. To retain any property which comes into the possession of my 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 in his or her discretion may deem prudent, and to hold my securities in the name of his or her nominee or unregistered in such form that transfer thereof may be effected by delivery.
- 4. <u>Power to Purchase.</u> To bargain for, buy, and deal in property and goods of every description.
- 5. <u>Power to Sell</u>. To convey, grant, sell, mortgage, pledge, consign, lease, hypothecate, and in any and every manner deal in and with my property, both real and personal.
- 6. <u>Financial Institutions</u>. 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 my name and that of any other person or persons and generally to do any business with any such financial institution or agency on my behalf.
- 7. Expenditures for Care and Maintenance. To make expenditures for my care, maintenance, support, and general welfare.
 - 8. <u>Debts and Obligations</u>. To pay my debts and other obligations.
- 9. Legal Actions and Controversies. 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.
- 10. Lending and Borrowing. To advance my Agent's own funds on my behalf and to borrow any sums of money on such terms and at such rates of interest as my Agent may deem proper, and to give security for the repayment of the same.
- Execution and Delivery of Instruments. To make and deliver any deeds, conveyances, contracts, covenants, and other instruments, undertakings, or agreements, either

orally or in writing, of whatever kind and nature, including the right to supply the legal description of any real property involved in any of the foregoing documents, which my Agent in his or her discretion shall deem to be for my best interests.

- 12. <u>Checks, Drafts, and Notes</u>. 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.
- 13. <u>Voting Rights</u>. To exercise all rights, including voting and proxy rights, with respect to corporate securities, partnership interests, limited liability companies, proprietorships, co-tenancies and any other business enterprise in which I now own or hereafter acquire.
- 14. <u>Business Interests</u>. To continue the operation of any business in which I have an interest, and discharge all responsibilities associated therewith.
- 15. <u>Safe Deposit Boxes</u>. To have access to any safe deposit box which has been rented in my name, or in my name and that of any other person or persons, and to add to or remove from the contents of any such safe deposit box.
- 16. Public Benefits. To do and perform every act necessary or desirable and to serve as representative payee with respect to rights and entitlement for my benefit and the benefit of my spouse from Social Security, Medicare, and military service; to make any decisions which my Agent may, in his or her own discretion, determines necessary for disposing of or transferring my property in order to effect the best result possible for my entitlement to public services or benefits.
- 17. <u>Digital Assets.</u> My Agent may take any action (including, without limitation, assuming or amending a terms-of-service agreement or other governing instrument) with respect to my Digital Assets, Digital Devices, or Digital Accounts as my Agent shall deem appropriate, and as such shall be permitted under applicable state and federal law. My Agent may engage experts or consultants or any other third party, and may delegate authority to such experts, consultants, or third party, as necessary or appropriate to effectuate such actions with respect to my Digital Assets, Digital Devices, or Digital Accounts, including, but not limited to, such authority as may be necessary or appropriate to decrypt electronically stored information,

or to bypass, reset, or recover any password or other kind of authentication or authorization. This authority is intended to constitute "lawful consent" to any service provider to divulge the contents of any communication or record under the Stored Communications Act (current codified as 18 U.S.C. § 2701, et seq.), the Computer Fraud and Abuse Act (currently codified as 18 U.S.C. § 1030), and any other state or federal law relating to Digital Assets, data privacy, or computer fraud, to the extent such lawful consent may be required. My Agent shall be an authorized user for purposes of applicable computer-fraud and unauthorized-computer-access laws. The authority granted under this Paragraph is intend to provide my Agent with full authority to access and manage my Digital Assets, Digital Devices, or Digital Accounts, to the maximum extent permitted under applicable state or federal law and shall not limit any authority granted to my Agent under such laws. The following definitions and descriptions shall apply under this Power of Attorney to the authority of my Agent with respect to my Digital Assets and Digital Accounts:

- a. "Digital Assets" shall be any electronic record that is defined as a "Digital Asset" under the Oregon Revised Uniform Fiduciary Access to Digital Assets Act, together with any and all files created, generated, sent, communicated, shared, received, or stored on the Internet or on a Digital Device, regardless of the ownership of the physical device upon which the digital item was created, generated, sent, communicated, shared, received, or stored (which underlying physical device shall not be a "Digital Asset" for purposes of this Power of Attorney).
- b. A "Digital Device" is an electronic device that can create, generate, send, share, communicate, receive, store, display, or process information, including, without limitation, desktops, laptops, tablets, peripherals, storage devices, mobile telephones, smart phones, cameras, electronic reading devices, and any similar digital device that currently exists or may exist as technology develops or such comparable items as technology develops.
- c. "Digital Account" means an electronic system for creating, generating, sending, sharing, communicating, receiving, storing, displaying, or processing information that provides access to a Digital Asset stored on a Digital Device, regardless of the ownership of such Digital Device.

For the purpose of illustration, and without limitation, Digital Assets and Digital Accounts shall include email and email accounts, social network content and accounts, social media

content and accounts, text, documents, digital photographs, digital videos, software, software licenses, computer programs, computer source codes, databases, file sharing accounts, financial accounts, health insurance records and accounts, health care records and accounts, domain registrations, DNS service accounts, web hosting accounts, tax preparation service accounts, online store accounts and affiliate programs, and other online accounts that currently exist or may exist as technology develops, or such comparable items and accounts as technology develops, including any words, characters, codes, or contractual rights necessary to access such items and accounts.

- 18. <u>Custody of Important Papers</u>. To take custody of my Will, deeds, life insurance policies, contracts, securities, or other important papers.
- 19. Reformation of Estate Planning Documents. If any of my estate planning documents prove to be defective after my incompetency, to reform any such estate planning documents, other than Wills, but only to the extent necessary to cure such defect, for example, (i) to clarify the meaning of any provision so as to avoid the necessity of instructions by a court; (ii) to alter or add to the administrative provisions for the better accomplishment of the document's purposes; or (iii) to conform any provision to laws or regulations (including any provision of the Internal Revenue Code of 1986 or any regulations promulgated thereunder ["IRC"]) affecting the federal or state transfer tax consequences of any such estate planning document.
- 20. <u>Trust Funding</u>. To add any or all of my assets to any trust already in existence of which I am the settlor and a primary beneficiary.
- 21. <u>529 Plans</u>. To contribute to, withdraw and exercise all participant rights in all accounts established for education expenses under Section 529 of the IRC.
 - 22. Mail. To redirect my mail.
 - 23. Email. To access and cancel my email account(s).
- 24. <u>Credit Cards</u>. To cancel or continue my credit cards and/or any credit or charge accounts.
- 25. <u>Tax Matters</u>. To represent me in all tax matters; to prepare, sign, and file federal, state, and/or local income, gift excise, sales and other tax returns of all kinds, including joint

returns, FICA returns, payroll tax returns, claims for refunds, requests for extensions of time, petitions to the tax court or other courts regarding tax matters, and any and all other tax related documents, including consents, extensions, elections, settlements, claims, split gifts, closing agreements and any Power of Attorney form required by the Internal Revenue Service and/or any state and/or local taxing authority with respect to any tax year between the years 1986 and 2086; to pay taxes due, post bonds, receive confidential information and contest deficiencies; to represent me or obtain professional representation for me (including but not limited to the appointment of an agent or attorney-in-fact to handle matters on my behalf with the relevant taxing authority) in all tax matters and proceedings of all kinds and for all periods between the year 1986 and 2086 before all officers of the Internal Revenue Service and state and local authorities.

- 26. <u>Beneficiary Designations</u>. To designate or change beneficiaries under insurance policies, pay-on-death arrangements, retirement plans and accounts, and any other assets, provided that any beneficiary designation shall be consistent with my existing estate plan to the extent reasonably possible. This power includes the power to designate my Agent as a beneficiary if my Agent is a beneficiary under my existing estate plan.
- 27. Retirement Plans. To act on my behalf in dealing with my pension and retirement plans, including the power to make IRA contributions, IRA roll overs, 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, to include, but not be limited to, creating, contributing to, withdrawing, rolling-over and exercising all participant rights, including settlement options and beneficiary designations (subject to the provisions of Paragraph 26 above), in all retirement and deferred compensation plans, IRA's and employee benefit plans.
- 28. Insurance Coverage. To continue or terminate life insurance policies now or hereafter owned by me on either my life or the lives of others; to select any options under such policies; to designate beneficiaries under such policies (subject to the provisions of Paragraph 26 above); to increase coverage under any such policy; to pursue all insurance claims on my behalf; to purchase and/or maintain and pay all premiums for medical insurance covering me and/or any person I am obligated or may have assumed the obligation to support.

29. Release of Powers and Property. To renounce or resign from any fiduciary position to which I have been appointed or elected; to renounce and disclaim any property or interest in property or powers to which I may become entitled (including the authority to make a qualified disclaimer with respect to any interest in all or any portion of any property); to release or abandon any property or interest in property or powers which I may now or hereafter own, including any interests in or rights over trusts (including the right to alter, amend, revoke or terminate) and to exercise any right to claim an elective share in any estate or under any will.

v. Tre

30. General Powers to Carry Out the Foregoing Provisions. For me and in my name generally, to do and perform all and every act and thing whatsoever requisite, desirable, or necessary to be done in order to conduct, manage, and control all my business and my property, wherever situated and whether now owned or hereafter acquired, as my Agent may deem to be in my best interests, and to execute and acknowledge any and all instruments necessary or proper to carry out the foregoing powers, including but not limited to the authority to appoint and substitute any agents or attorneys-in-fact for any or all of the purposes stated herein and to name additional successor agents to act hereunder (so long as any such appointment is not inconsistent with the provisions hereof and the appointments made by me herein), and to revoke such authority.

Release and Hold Harmless

I hereby release and hold harmless all third persons from responsibility for the acts and omissions of my said Agent and empower my said Agent to indemnify all such persons against loss, expense, and liability.

Administrative Provisions

Third persons may rely upon the continued validity of this Power of Attorney until receiving actual knowledge of its revocation.

Whenever two Co-Agents shall be acting hereunder, they shall act by unanimous vote. Whenever more than two Co-Agents shall be acting hereunder, they shall act by majority vote. Any Co-Agent may, from time to time, delegate to any other Co-Agent, any administrative (but not discretionary) responsibilities of the Co-Agents and may revoke that delegation at any time. Each delegation and revocation of it shall be in writing and signed by the delegating Co-Agent

and delivered to the other Co-Agent(s). Any third-party dealing with a Co-Agent may rely upon the act of such Co-Agent as the exercise of properly delegated rights or powers.

The titles and captions used in this Power of Attorney are for convenience of reference only and shall not be construed to have any legal effect. All questions pertaining to validity, interpretation, and administration of this Power of Attorney shall be determined in accordance with the laws of the State of Oregon.

I expressly declare that I am familiar with the provisions of ORS 127.005 and that the powers of my Agent herein described shall be exercisable by my said Agent on my behalf notwithstanding that I may become legally disabled or incompetent.

IN WITNESS WHEREOF, I have hereunto set my hand this 21 day of April L 2017.

STATE OF OREGON

County of Deschutes

This Power of Attorney was acknowledged before me on this day of 40n 1, 2017, by Hoyle David Phillips.



Notary Public for Oregon

On the date of the foregoing Power of Attorney of Hoyle David Phillips, I saw him sign it. Upon his declaration that it was his Power of Attorney, I signed my name below as witness.

Heather J. Turk

POWER OF ATTORNEY OF HOYLE DAVID PHILLIPS

PAGE 9 OF 9

Complete Table 1 Identify water right(s) proposed to be leased instream lder/landowner)

Provide a sepai	rate Part 3 for each Lessor (water right interest hol
Table 1	
Irrigation District or other Water Purveyor Nar	ne: Cental Oregon Irrigation District

Specify Water Right, Priority Date, point of diversion(s) (POD), place of use, tax lot, gov't lot/DLC, acres to be leased, original use type, certificate page number, and any previous lease.

If not enough room below, you may add rows (see instructions) or create a spreadsheet/table (matching Table 1) and attach.

	_		
lmg	Irrig	46	IL-1362
	1		

Any additional information about the right:

Farm Deferral Tax Status: Counties make the determination of whether a property qualifies for the farm use assessment without consideration of whether the lands have an associated water right which is leased instream. If you have questions regarding the farm use assessment you should contact your local county assessor. You should contact your County for any weed ordinance and management requirements.

The undersigned declare:

1. I/We agree during the term of this lease to suspend use of water allowed under the water right(s) involved in the lease as well as and any other appurtenant primary or supplemental water right(s); and

2. I/We certify are the lessor(s) (water right interest holder) of the water right(s) in Table 1. If not the deeded land owner, I/we have obtained consent from the deeded land owner and/or have provided documentation of authorization to pursue the instream lease; and

3. I/We affirm that the information in this application is true and accurate. Date: 12/20/12 Signature of Lessor Printed name (and title): <u>Luke Pickerill</u> Business name, if applicable: Mailing Address (with state and zip): 62765 Powell Butte Hwy. Bend. OR 97701 62958 NE CAYTIN AVE-SIES Phone number (include area code): 818-391-9541 **E-mail address: lukep@mtvistahomes.com BEND, OR 97701 Signature of Lessor

Business name, if applicable:

Mailing Address (with state and zip): 62765 Powell Butte Hwy. Bend. OR 97701 Phone number (include area code): <u>818-391-9541</u> **E-mail address: <u>lukep@mtvistahomes.com</u>

District Instream Lease Application (revised 7/28/2017)

Printed name (and title): Martinique Pickerill

Page 4

Deschutes River Conservancy Instream Leasing Program

Policy Concerning Weeds & Instream Leases Information on Farm Deferral & Lease Payment

The Deschutes River Conservancy is dedicated to restoring stream flow and improving water quality in the Deschutes Basin; land stewardship is a component of these goals.

Weed Policy

The DRC expects participants in the Leasing Program will continue to exercise agricultural best management practices on lands enrolled in the Program, particularly with respect to the control of noxious and/or nuisance weeds. Failure to control weeds on leased acres may result in exclusion from Program compensation.

Information and Resources Attached

Farm Deferral Notice

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Information and Resources Attached

Donated Leases: One year and multi-year leases of less than 10 acres, leases with public entities, leases submitted after the due date, and leases with verified weed complaints are <u>not paid</u> a per acre or per acre-foot rate by the DRC.

I, We Print Name understand the DRC weed policy and have Print Name been informed about farm deferral and donations.

.

Signature:

Complete Table 1 Identify water right(s) proposed to be leased instream Provide a separate Part 3 for each Lessor (water right interest holder/landowner)

Table 1

Irrigation District or other Water Purveyor Name: Cental Oregon Irrigation District

Specify Water Right, Priority Date, point of diversion(s) (POD), place of use, tax lot, gov't lot/DLC, acres to be leased, original use type, certificate page number, and any previous lease.

If not enough room below, you may add rows (see instructions) or create a spreadsheet/table (matching Table 1) and attach.

Water Right #	Priority Date	POD#	Tw	ΤP	Rr	ng	Sec	Q	-Q	Tax Lot	Gov't Lot/DLC#	Acres	Use	Page #	Previous Lease #
83571	10/31/1990	1	16	S	14	E	17	NW	NE	200	and the second s	0.13	T—i-	18 8 2 L C 3 C	
83571	10/31/1990	1	16	S	14	E	17	SE	NE	200		1.06	Irrig	40	
83571	10/31/1990	1	16	S	14	E	17	SW	NE	200		0.10	Irrig Irrig	40	

Any additional information about the right:

Farm Deferral Tax Status: Counties make the determination of whether a property qualifies for the farm use assessment without consideration of whether the lands have an associated water right which is leased instream. If you have questions regarding the farm use assessment you should contact your local county assessor. You should contact your County for any weed ordinance and management requirements.

The undersigned declare:

1. I/We agree during the term of this lease to suspend use of water allowed under the water right(s) involved in the lease as well as and any other appurtenant primary or supplemental water right(s); and

2. I/We certify are the lessor(s) (water right interest holder) of the water right(s) in Table 1. If not the deeded land owner, I/we have obtained consent from the deeded land owner and/or have provided documentation of authorization to pursue the instream lease; and

3. I/We affirm that the information in this application is true and accurate.

Signature of Lessor

Date: 12-27-17

Printed name (and title): <u>Jeffrey Puskas</u> Business name, if applicable:

Mailing Address (with state and zip): 13091 SW Powell Butte Hwy, Powell Butte, OR 97753 Phone number (include area code): 951-852-4505 **E-mail address: puskasii@yahoo.com

Date: 12-27-17

Printed name (and title): <u>Donna Puskas</u> Business name, if applicable:

Mailing Address (with state and zip): 13091 SW Powell Butte Hwy, Powell Butte, OR 97753 Phone number (include area code): 951-852-4505 **E-mail address: puskasjj@yahoo.com

District Instream Lease Application (revised 7/28/2017)

Page 4

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I, <u>JEFFERY PUSKAS</u> understand the DRC weed policy and have Print Name been informed about farm deferral and donations.

This form must be signed and returned with state lease form.

Signatures

Complete Table 1 Identify water right(s) proposed to be leased instream Provide a separate Part 3 for each Lessor (water right interest holder/landowner)

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83571	10/31/1990	1	17	S	13	E	20	SE	sw	500				-	Trevious Dease #
83571	10/31/1990	1	17	0	12	E	29	NW				0.93	Irrig	46	
		<u> </u>	11	3	13	E	29	NW	NW	300		0.99	Irrig	47	

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3. I/We affirm that the information in this application is true and accurate.

4e Date: 1-17-19 Signature of Lessor

Printed name (and title): <u>Eugene Yates</u> Business name, if applicable: <u>Snow Vu Properties, LLC</u> Mailing Address (with state and zip): 233 Cap De Villa, Lolo, MT 59847

Phone number (include area code): 406-544-8904 **E-mail address: skipyates@gmail.com

Date: 1-17-18 Signature of Lessor

Printed name (and title): Martha Yates Business name, if applicable: Snow Vu Properties, LLC Mailing Address (with state and zip): 233 Cap De Villa, Lolo, MT 59847

Phone number (include area code): 406-273-2711 **E-mail address: yates.martha@gmail.com

District Instream Lease Application (revised 7/28/2017)

Page 4

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Print Name been informed about farm deferral and donation	
Signature:	Date: 1-17-2018

This form must be signed and returned with state lease form.



MONTANA SECRETARY OF STATE

Extract generated on: January 17, 2018 12:52 PM System Through Date: January 11, 2018

Principal Report

General Business Details

Business Identifier: C272997

Business Name: SNOWVU PROPERTIES, LLC Type: Domestic Limited Liability Company

Status: Active Good Standing

Managers/Members

Name: EUGENE YATES

Business Mailing Address: 233 CAP DE VILLA, LOLO, Montana 59847, United States

Name: MARTHA YATES

Business Mailing Address: 233 CAP DE VILLA, LOLO, Montana 59847, United States

Complete Table 1 Identify water right(s) proposed to be leased instream Provide a separate Part 3 for each Lessor (water right interest holder/landowner)

Γ_a	h	0	1

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83571	10/31/1990	1	17	S	12	E	12	sw	SE	307		0.19	Irrig	42	
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3. I/We affirm that the information in this application is true and accurate.

Signature of Lessor

Date: 12-27-17

Printed name (and title): Candace Theberge

Business name, if applicable:

Mailing Address (with state and zip): 63624 Cricketwood Rd. Bend. OR 97701

Phone number (include area code): 603-662-8411 **E-mail address: brenda@nevado.com

Date: 12-27-/7

Signature of Lessor

Printed name (and title): Brenda Einstein Business name, if applicable:

Mailing Address (with state and zip): 63624 Cricketwood Rd. Bend. OR 97701

Phone number (include area code): 603-662-8411 **E-mail address: brenda@nevado.com

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Table 1

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Irrigation Di	strict or other \	Water Purve	eyor I	Vam	e: Ce	ntal (Oregon	Irrigat	ion Di	strict					
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83571	10/31/1990		SHOWING ST	1	Name of Street, or other Persons		2000年6月	通信司政治之		San	STATE SECRETARION STATES		. 08	Tage #	Previous Lease #
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3. I/We affirm that the information in this application is true and accurate.

Signature of Lessor

Date: 12/27/17

Printed name (and title): Levi Tickner

Business name, if applicable:

Mailing Address (with state and zip): 25570 Elk Ln, Bend, OR 97701

Phone number (include area code): 541-760-9362 **E-mail address: lwtickner@yahoo.com

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, Levi	Tickner	understand the DRC weed policy an	d have
- United States	Print Name		
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83571	10/31/1990	1	17	S	14	E	27	SE	SW	500		1.22	Irrig	52	IL-1282
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3. I/We affirm that the information in this application is true and accurate.

Signature of Lessor Date: 1-2-18

Printed name (and title): Robin Michael Tye Business name, if applicable:

Mailing Address (with state and zip): <u>25770 Walker Rd, Bend, OR 97701</u>
Phone number (include area code): <u>541-385-7706</u> **E-mail address: <u>rob@suncountry.engineering.com</u>

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1, Robin	M.	lye	understand the DRC weed policy and have
	Print	Name	
been informe	ed abou	it farm defe	erral and donations.

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83571	10/31/1990	1	18	S	13	E	06	NW	SE	1000	1 10 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	5.0	Irrig	56	IL-1467
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			-												

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3. I/We affirm that the information in this application is true and accurate.

Signature of L

Printed name (and title): Conrad Walters Business name, if applicable: Mailing Address (with state and zip): 61795 Teal Rd, Bend, OR 97702 Phone number (include area code): 541-316-0260 **E-mail address:

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Print Name understand the DRC weed policy and have

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CONRAD WALTERS

Date: 1-5-18

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Printed name (and title): Russell Wohlers Business name, if applicable:

Phone number (include area code): 206-954-8479 **E-mail address:

Mailing Address (with state and zip): 2660 NE Hwy 20 Suite 610 #43. Bend, OR 97701

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83571		100#	114	P	Rr	ng	Sec	Q	-Q .	Tax Lot .	Gov't Lot/DLC#	Acres	Use ·	Page #	Previous Lease #
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Any addition	al informati	1													

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Farm Deferral Tax Status: Counties make the determination of whether a property qualifies for the farm use assessment without consideration of whether the lands have an associated water right which is leased instream. If you have questions regarding the farm use assessment you should contact your local county assessor. You should contact your County for any weed ordinance and management requirements.

The undersigned declare:

1. I/We agree during the term of this lease to suspend use of water allowed under the water right(s) involved in the lease as well as and any other appurtenant

2. I/We certify are the lessor(s) (water right interest holder) of the water right(s) in Table 1. If not the deeded land owner, I/we have obtained consent from the deeded land owner and/or have provided documentation of authorization to pursue the instream lease; and

3. I/We affirm that the information in this application is true and accurate.

Date: 1/24/18 Signature of Lessor

Printed name (and title): Robert Jr. Wray Business name, if applicable: Wray Family Trust Mailing Address (with state and zip): 21886 Butler Market Road, Bend, OR 97701

Phone number (include area code): 541-325-6066 **E-mail address: corky@wraycos.com

Signature of Lessor

Printed name (and title): Angelee Wray Business name, if applicable: Wray Family Trust Mailing Address (with state and zip): 21886 Butler Market Road, Bend. OR 97701

Phone number (include area code): 541-325-6066 **E-mail address: angeleewray@gmail.com

District Instream Lease Application (revised 7/28/2017)

Page 4

Deschutes River Conservancy Instream Leasing Program

Policy Concerning Weeds & Instream Leases Information on Farm Deferral & Lease Payment

The Deschutes River Conservancy is dedicated to restoring stream flow and improving water quality in the Deschutes Basin; land stewardship is a component of these goals.

Weed Policy

The DRC expects participants in the Leasing Program will continue to exercise agricultural best management practices on lands enrolled in the Program, particularly with respect to the control of noxious and/or nuisance weeds. Failure to control weeds on leased acres may result in exclusion from Program compensation.

Information and Resources Attached

Farm Deferral Notice

Instream leasing is a beneficial use that protects your water right from forfeiture and allows for compensation for this instream use, but please note that it does not automatically protect against loss of farm use special assessment. Exclusive Farm Use (EFU) zoned lands may still require at least minimal use with the intent to make a profit. It is the landowner's responsibility to know their tax assessment status and qualifying uses.

Information and Resources Attached

Donated Leases: One year and multi-year leases of less than 10 acres, leases with public entities, leases submitted after the due date, and leases with verified weed complaints are <u>not paid</u> a per acre or per acre-foot rate by the DRC.

, Hngelee Wray understand the DRC weed policy and have

been informed about farm deferral and donations.

This form must be signed and returned with state lease form.

Part 4 of 4 - Water Right and Instream Use Information

'able 2 Use Table 2 te	illustrat	e the to	tals for	the water right proposed to be lea	ased instream (based on P	art 3 of 4)	Water Right # 83571
Total rate and	volume by (see instri	y priority actions)	y date, I or creat	OD, use and acreage as appropriate a spreadsheet (matching Table 2 a	considering the right to be	leased If not en	ough room below, you
Priority Date	POD#	Use	Acres	Other Information (such as condit	ions/limitations on the right)	Rate (cfs)	Volume (af)
10/31/1900	1	Irrig	53.94	Season 1 Rate / Total Volume		0.667	528.82
10/31/1900	1	Irrig	53.94	Season 2 Rate		0.890	-
10/31/1900	1	Irrig	53.94	Season 3 Rate		1.177	
12/02/1907	1	Irrig	53.94	Season 3 Rate		0.471	
Total af from sto	rage, if appl	icable:	AF (or ⊠ N/A			
If the POD is no	ot describe	d on the o	certificat	e or, if there is more than one POD list	ed on the certificate, then the	specific POD mus	t he described:
able 3							- 00 40041004.
Instream Use	amout ad I	4b - 1-		n: n : n : n			
			ase		ver/Stream Name: Desch		tary to Columbia River
Proposed Ins				O	r Proposed Instream Poin	t:	
🛚 A reach typi	cally begin			ends at the mouth of the source	Instream use protected at	the POD	
stream: From		to	Mouth	of the Deschutes River (RM 0)	•		
OR 🔲 Please	check thi	is box if	you are	not sure of the proposed reach and	want water to be protected	within a reach h	elow the POD if possible
If no re	each is ide	ntified o	r the ab	ove box is not checked, and there is	only one POD listed on th	e water right the	lease may be processed
to be p	rotected a	the PO	D.)	,	only one i ob instea on in	e water right, the	lease may be processed
Use the table 1	ou may a	ate the in	nstream (see ins	maximum rate/volume for the ri rate, volume and instream period b ructions) or create a spreadsheet (c	y priority date, POD, Use a learly labeled and matching	nd acreage, as ar	on of Table 3) and attach.
10/31/1900	POD#		Acres	Proposed Instream	Period Ins	stream Rate (cfs)	Total instream volume (af)
10/31/1900	1	Irrig	53.94	Season 1 Rate / Total Volume		0.371	294.00
	+	Irrig	53.94	Season 2 Rate		0.494	
10/31/1900	1 1 11	Irrig	53.94			0.916	
will identify the	ne appropr	rate inst	ream ra	not sure of the proposed rate, volume, volume and period considering to	he water right(s) being leas	ed and instream 1	penefits
VIVA DINIA	Condition	ons to a	void en	argement or injury to other wate	r rights, if any, or other li	mitations: list h	ere The instream flow wi
Yes IN/A					G -, , June 1	The state of the s	TWO HIGH CHILL HOW WI
be allocated of	n a daily a	verage b	pasis up	to the described rate from April 1 the conditions to prevent injury and/or enlarge	rough October 26		

DESCHUTES COUNTY ASSESSOR REAL PROPERTY ACCOUNT NAMES

1/12/2018 2:22:26 PM

Account #

108735

Map

Owner

WRAY FAMILY TRUST

WRAY, ROBERT P JR & ANGELEE M TTEES

PO BOX 5413 BEND, OR 97708

Name		Ownership	Own
Туре	Name	Туре	Pct
OWNER	WRAY FAMILY TRUST	OWNER	100.00
REPRESENTATIVE	WRAY, ROBERT P JR	OWNER AS	
		TRUSTEE	
REPRESENTATIVE	WRAY, ANGELEE M	OWNER AS	
		TRUSTEE	



裔 Main

1-14-10

Return

@ Contact Us

Revised: 11/29/2017

This calculator is primarily designed to facilitate the calculation of how much water may be protected instream though instream leases and transfers. However, the calculator can also be used to determine the rate and duty associated with other transfers and cancellations. For questions regarding its use, please contact Laura Wilke at 503-986-0884.

Enter Total Number of Acres Involved from POD #1 |53,94 See next page For sum total Calculate Enter Total Number of Acres Involved from POD #11 (North Canal, also known as PB Canal)

Rate and duty for the acres by which the water right will be reduced by at the Point of Diversion (POD).

POD #1	October 31, 1900	December 2, 1907	Combined
Season 1 Rate (CFS)	0.667		
Season 2 Rate (CFS)	0.890		
Season 3 Rate (CFS)	1.177	0.471	1.648
Duty (AF)			528.82

POD #11	October 31, 1900	December 2, 1907	Combined
Season 1 Rate (CFS)	0.000		
Season 2 Rate (CFS)	0.000		
Season 3 Rate (CFS)	0.000	0.000	0.000
Duty (AF)			0.00

The transmission loss associated with this right is not transferable or protectable instream. The following tables show the amount of water that is protectable for Instream Leases and Instream Transfers, under the October 31, 1900 priority date. (Please contact the Department if you prefer to protect water instream under the combined October 31, 1900 and December 2, 1907 priority dates.) To prevent enlargement and injury, the instream use has been modified from the authorized season of April 1 through October 31, to April 1 through October 26.

From POD #1 to Lake Bi	lly Chinook
Season 1 Rate (CFS)	0.371
Season 2 Rate (CFS)	0.494
Season 3 Rate (CFS)	0.916
Maximum Volume (AF)	294.00

Maria	Tab
Name	ac
Aguilar	1.00
Anderson	1.00
Britton	0.68
Brooks	4.52
Brown	0.81
DeCourcey	0.30
Hamilton 1	2.46
Hamilton 2	2.10
Howell	0.10
Kreuger	0.49
Kuiper	0.30
Licitra 1	11.00
Licitra 2	2.30
Licitra 3	6.80
Parker	0.96
Peverieri	1.25
Phillips	5.80
Pickerill	1.07
Puskas 1	0.13
Puskas 2	1.06
Puskas 3	0.10
Snow Vu 1	0.93
Snow Vu 2	0.99
Theberge	0.19
Tickner	0.15
Tye	1.22
Walters	5.00
Wohlers	0.23
Wray	1.00
Total	53.94

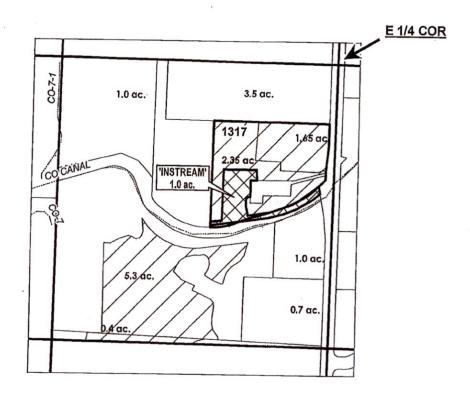
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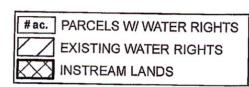
DESCHUTES COUNTY SEC.02 T18S R12E

SCALE - 1" = 400'



NE 1/4 OF THE SE 1/4







APPLICATION FOR 1 YEAR INSTREAM LEASE

NAME: Aguilar, Kiefer/Tiffany

TAXLOT #: 1317

1.0 ACRES

DATE: 03/09/2018

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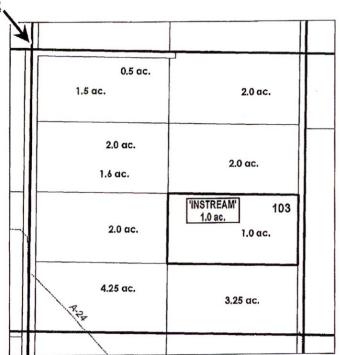
DESCHUTES COUNTY SEC.13 T17S R12E

SCALE - 1" = 400'



NW 1/4 OF THE NE 1/4

N 1/4 COR



#ac. PARCELS W/ WATER RIGHTS
#ac. INSTREAM PARCELS



APPLICATION FOR 1 YEAR INSTREAM LEASE

NAME: Anderson & Nash 2016 Trust

TAXLOT #: 103

1.0 ACRES

DATE: 03/09/2018

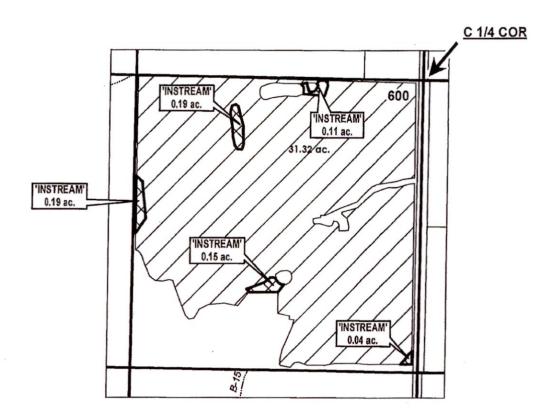
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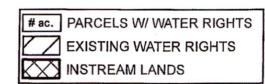
DESCHUTES COUNTY SEC.25 T17S R12E

SCALE - 1" = 400'



NE 1/4 OF THE SE 1/4







APPLICATION FOR 1 YEAR INSTREAM LEASE

NAME: Britton, John/Maria

TAXLOT #: 600

0.68 ACRES

DATE: 03/15/2018

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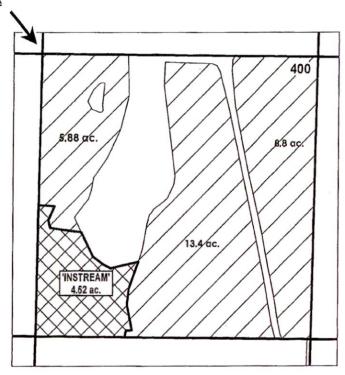
CROOK COUNTY SEC.02 T15S R14E

SCALE - 1" = 400'



NW 1/4 OF THE SE 1/4

C 1/4 COR



#ac.	PARCELS W/ WATER RIGHTS
\mathbb{Z}	EXISTING WATER RIGHTS
	INSTREAM LANDS



APPLICATION FOR 1 YEAR INSTREAM LEASE

NAME: Brooks, Clinton C Jr/Barbara

TAXLOT #: 400

4.52 ACRES

DATE: 03/19/2018

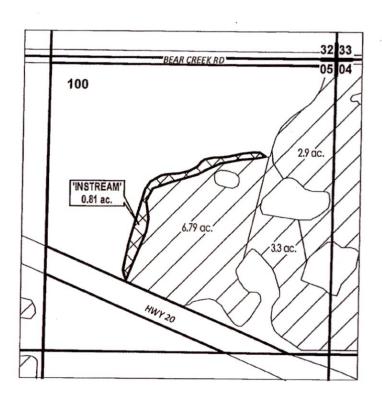
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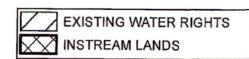
DESCHUTES COUNTY SEC.05 T18S R13E

SCALE - 1" = 400'



NE 1/4 OF THE NE 1/4







APPLICATION FOR 1 YEAR INSTREAM LEASE

NAME: ROBERT T BROWN TESTAMENTARY TRUST

TAXLOT #: 100

0.81 ACRES

DATE: 3/15/2018

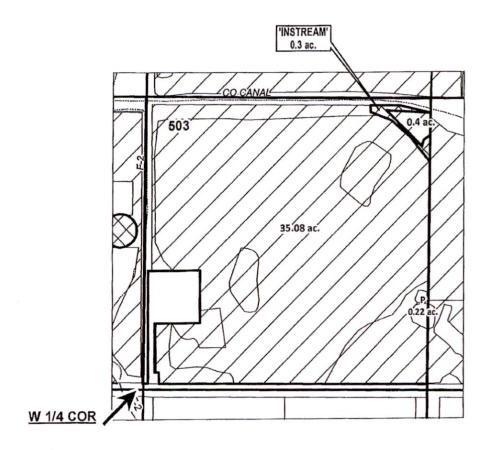
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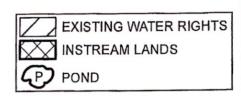
DESCHUTES COUNTY SEC.12 T18S R13E

SCALE - 1" = 400'



SW 1/4 OF THE NW 1/4







APPLICATION FOR 1 YEAR INSTREAM LEASE

NAME: DAVID DECOURCEY

TAXLOT #: 503

0.3 ACRES

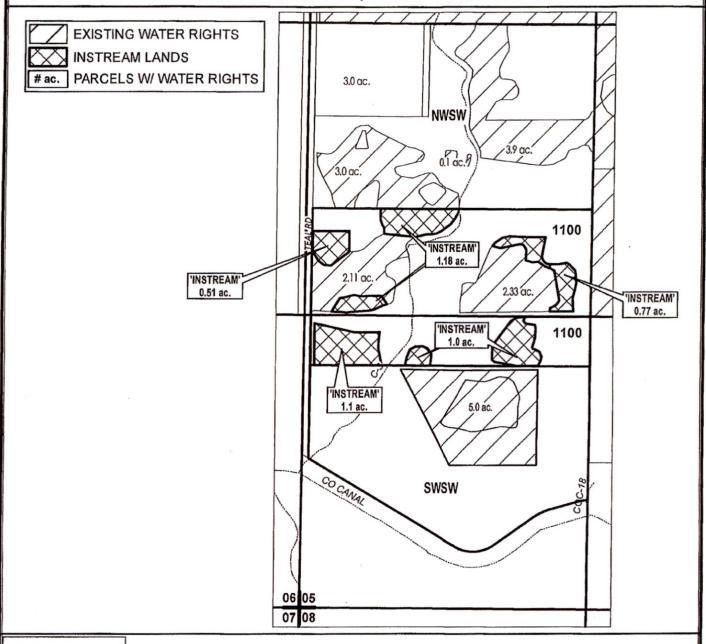
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DESCHUTES COUNTY SEC.05 T18S R13E

SCALE - 1" = 400'



NW 1/4 OF THE SW 1/4; SW 1/4 OF THE SW 1/4





APPLICATION FOR 1 YEAR INSTREAM LEASE

NAME: BRIAN HAMILTON

TAXLOT #: 1100

4.56 ACRES

DATE: 2/9/2018

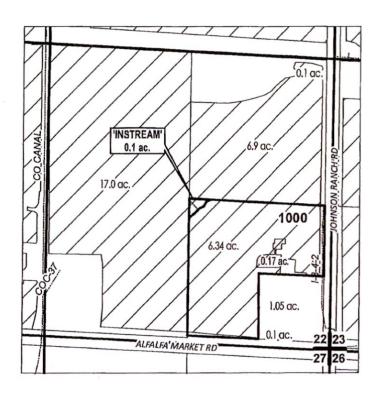
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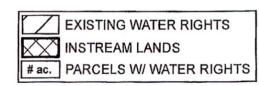
DESCHUTES COUNTY SEC.22 T17S R14E

SCALE - 1" = 400'



SE 1/4 OF THE SE 1/4







APPLICATION FOR 1 YEAR INSTREAM LEASE

NAME: JAMES HOWELL

TAXLOT #: 1000

0.1 ACRES

DATE: 2/9/2018

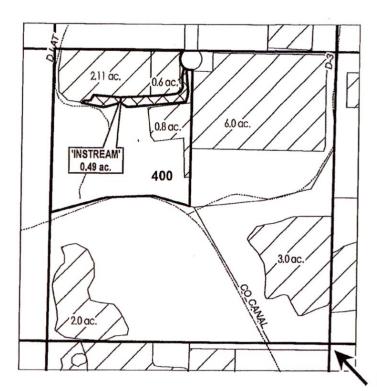
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DESCHUTES COUNTY SEC.04 T18S R13E

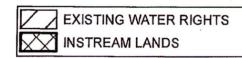
SCALE - 1" = 400'



SE 1/4 OF THE SW 1/4



S 1/4 COR





APPLICATION FOR 1 YEAR INSTREAM LEASE

NAME: VERONICA A KREUGER

TAXLOT #: 400

0.49 ACRES

DATE: 2/13/2018

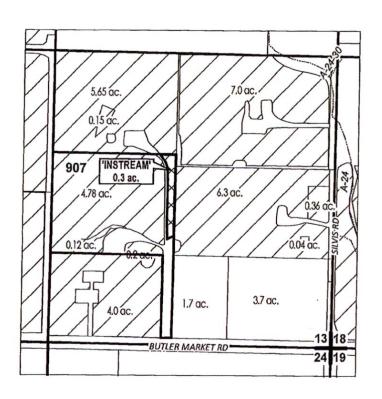
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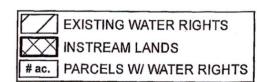
DESCHUTES COUNTY SEC.13 T17S R12E

SCALE - 1" = 400'



SE 1/4 OF THE SE 1/4







APPLICATION FOR 1 YEAR INSTREAM LEASE

NAME: TRAVIS KUIPER

TAXLOT #: 907

0.3 ACRES

DATE: 2/13/2018

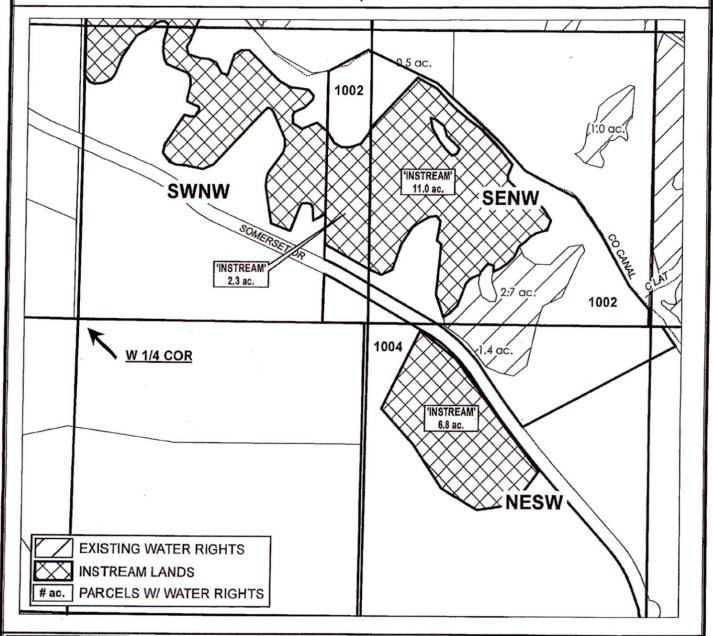
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DESCHUTES COUNTY SEC.06 T18S R13E

SCALE - 1" = 400'



S 1/2 OF THE NW 1/4; NE 1/4 OF THE SW 1/4





APPLICATION FOR 1 YEAR INSTREAM LEASE

NAME: TONY LICITRA

TAXLOT #: 1002, 1004

20.1 ACRES

DATE: 3/15/2018

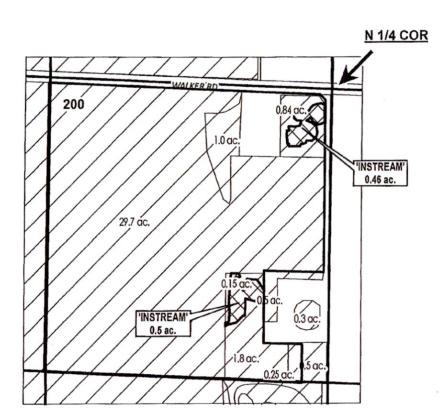
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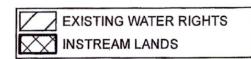
DESCHUTES COUNTY SEC.34 T17S R14E

SCALE - 1" = 400'



NE 1/4 OF THE NW 1/4







APPLICATION FOR 1 YEAR INSTREAM LEASE

NAME: JAMES & ADRIENNE PARKER

TAXLOT #: 200

0.96 ACRES

DATE: 2/20/2018

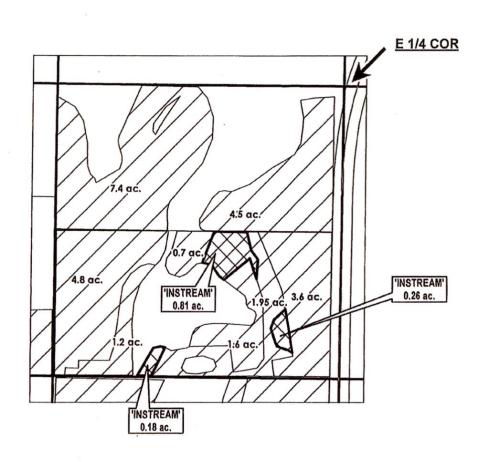
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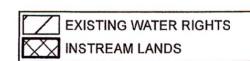
DESCHUTES COUNTY SEC.18 T17S R13E

SCALE - 1" = 400'



NE 1/4 OF THE SE 1/4







APPLICATION FOR 1 YEAR INSTREAM LEASE

NAME: LEONARD PEVERIERI

TAXLOT #: 200

1.25 ACRES

DATE: 2/20/2018

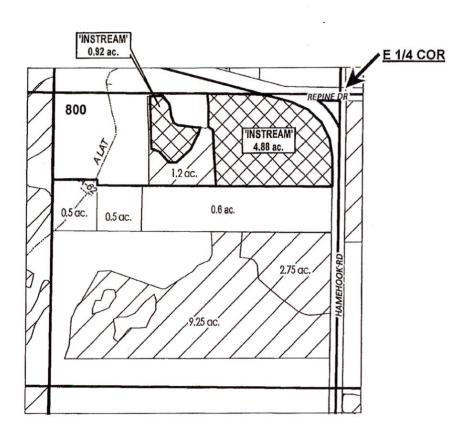
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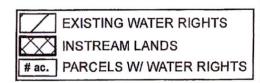
DESCHUTES COUNTY SEC.14 T17S R12E

SCALE - 1" = 400'



NE 1/4 OF THE SE 1/4







APPLICATION FOR 1 YEAR INSTREAM LEASE

NAME: SHARON PHILLIPS & DAVID HOYLE

TAXLOT #: 800

5.8 ACRES

DATE: 3/15/2018

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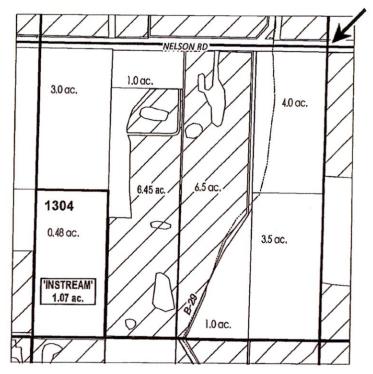
DESCHUTES COUNTY SEC.19 T17S R13E

SCALE - 1" = 400'



NE 1/4 OF THE SW 1/4

C 1/4 COR



ac. INSTREAM PARCELS
ac. PARCELS W/ WATER RIGHTS



APPLICATION FOR 1 YEAR INSTREAM LEASE

NAME: LUKE & MARTINIQUE PICKERILL

TAXLOT #: 1304

1.07 ACRES

DATE: 2/22/2018 FILE: httpansferunstreaminstrm18/17/1319_nesw

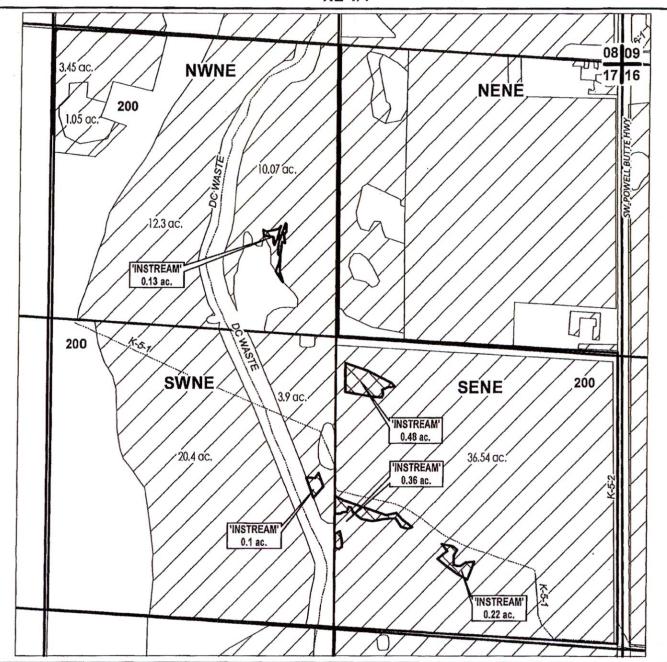
CROOK COUNTY SEC.17 T16S R14E

SCALE - 1" = 400'



NE 1/4

EXISTING WATER RIGHTS
INSTREAM LANDS





APPLICATION FOR 1 YEAR INSTREAM LEASE

NAME: JEFFREY & DONNA PUSKAS

TAXLOT #: 200

1.29 ACRES

DATE: 3/15/2018

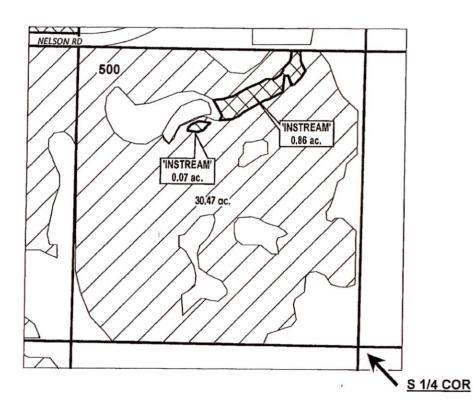
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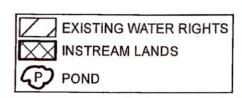
DESCHUTES COUNTY SEC.20 T17S R13E

SCALE - 1" = 400'



SE 1/4 OF THE SW 1/4







APPLICATION FOR 1 YEAR INSTREAM LEASE

SNOW VU PROPERTIES, LLC

TAXLOT #: 500

0.93 ACRES

Date: 2/23/2018

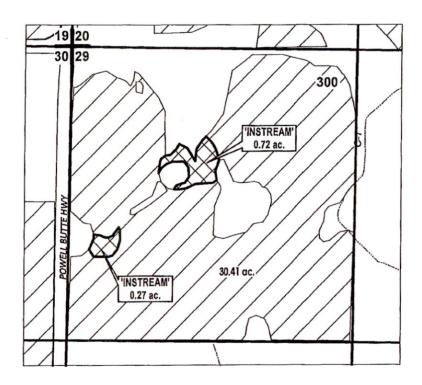
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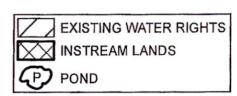
DESCHUTES COUNTY SEC.29 T17S R13E

SCALE - 1" = 400'



NW 1/4 OF THE NW 1/4







APPLICATION FOR 1 YEAR INSTREAM LEASE SNOW VU PROPERTIES, LLC

TAXLOT #: 300

0.99 ACRES

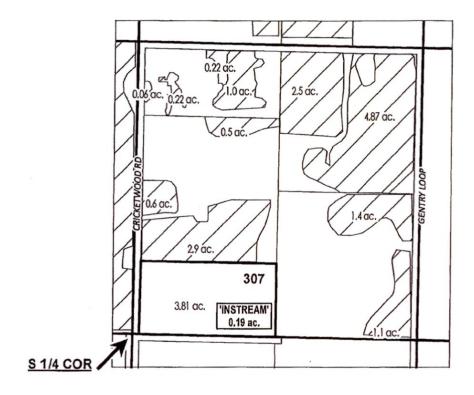
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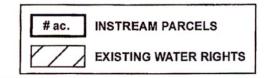
DESCHUTES COUNTY SEC.12 T17S R12E

SCALE - 1" = 400'



SW 1/4 OF THE SE 1/4







DATE: 2/28/2018

APPLICATION FOR 1 YEAR INSTREAM LEASE

NAME: CANDACE THEBERGE & BRENDA EINSTEIN

TAXLOT #: 307

0.19 ACRES

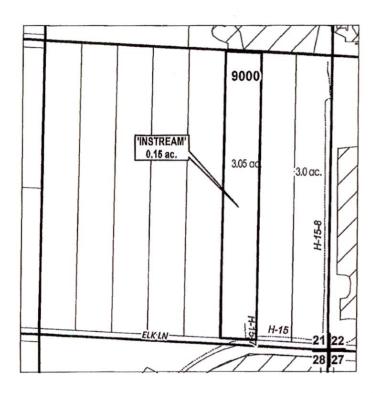
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DESCHUTES COUNTY SEC.21 T17S R14E

SCALE - 1" = 400'



SE 1/4 OF THE SE 1/4



ac. INS

INSTREAM PARCELS

#ac.

PARCELS W/ WATER RIGHTS



APPLICATION FOR 1 YEAR INSTREAM LEASE

NAME: LEVI TICKNER

TAXLOT #: 9000

0.15 ACRES

DATE: 2/28/2018

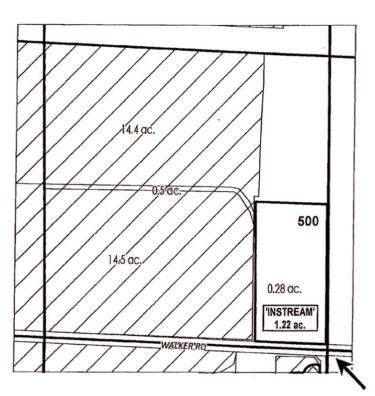
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DESCHUTES COUNTY SEC.27 T17S R14E

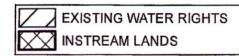
SCALE - 1" = 400'



SE 1/4 OF THE SW 1/4



S 1/4 COR





APPLICATION FOR 1 YEAR INSTREAM LEASE

NAME: ROBIN MICHAEL TYE

TAXLOT #: 500

1.22 ACRES

DATE: 3/15/2018

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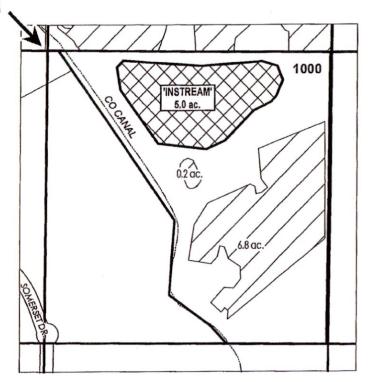
DESCHUTES COUNTY SEC.06 T18S R13E

SCALE - 1" = 400'



NW 1/4 OF THE SE 1/4

C 1/4 COR



	EXISTING WATER RIGHTS INSTREAM LANDS
$\langle \times \rangle$	INSTREAM LANDS



APPLICATION FOR 1 YEAR INSTREAM LEASE

NAME: CONRAD WALTERS

TAXLOT #: 1000

5.0 ACRES

DATE: 2/28/2018

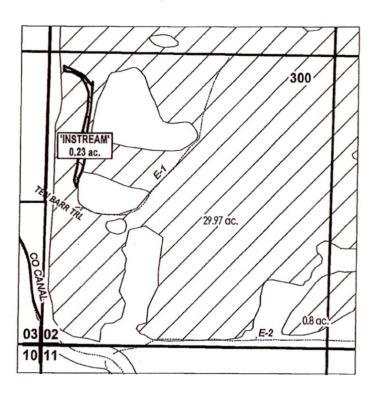
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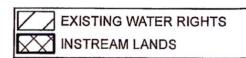
DESCHUTES COUNTY SEC.02 T18S R13E

SCALE - 1" = 400'



SW 1/4 OF THE SW 1/4







DATE: 2/28/2018

APPLICATION FOR 1 YEAR INSTREAM LEASE

NAME: RUSSELL WOHLERS

TAXLOT #: 300

0.23 ACRES

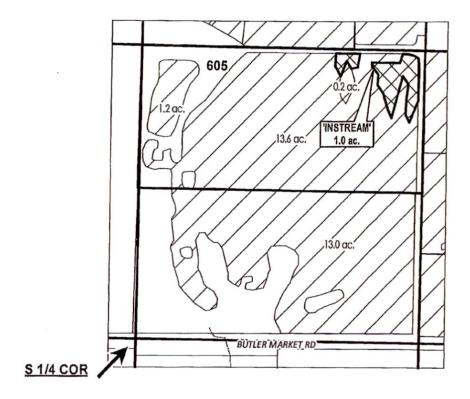
FILE: I:\TRANSFER\INSTREAM\INSTRM18\181302_SWSW

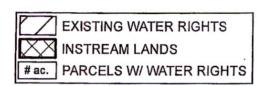
DESCHUTES COUNTY SEC.13 T17S R12E

SCALE - 1" = 400'



SW 1/4 OF THE SE 1/4







APPLICATION FOR 1 YEAR INSTREAM LEASE

NAME: WRAY FAMILY TRUST

TAXLOT #: 605

1.0 ACRES

DATE: 3/15/2018

FILE: I:\TRANSFER\INSTREAM\INSTRM18\171213_SWSE

Central Oregon Irrigation District			
IL-2018-10			
Water Right Changes for Instream Map			
TRS	QQ	AC	OWRD#
171214	NESE	2.0 ac OFF	T-11703
171214	NESE	2.0 ac OFF	T-11172
171214	NESE	1.7 ac EXITED	T-11110
171319	NESW	0.1 ac OFF	T-9036
161417	NWNE	4.5 ac ON	T-10872
171212	SWSE	0.5 ac OFF	T-11850
171212	SWSE	0.13 ac OFF	T-12806
181202	NESE	1.0 ac OFF	T-11950
171213	NWNE	1.6 ac ON	T-9036