



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

Application for District Instream Lease

Part 1 of 4 – Minimum Requirements Checklist

This Application to be used for water rights in the name of or conveyed by an Irrigation District (or similar organization) Complete Parts 1 through 4 and any required attachments	OWRD #	IL-1719
	District #	IL-19-04

Check all items included with this application. (N/A = Not Applicable)

Yes N/A Pooled Lease-a lease with more than one Lessor (Landowner/water right interest holder)

Fee in the amount of:

<input checked="" type="checkbox"/> \$520.00 for a lease involving four or more landowners or four or more water rights	Or <input type="checkbox"/> \$350.00 for all other leases
<input type="checkbox"/> Check enclosed or	
<input checked="" type="checkbox"/> Fee Charged to customer account <u>Deschutes River Conservancy</u> (Account name)	

Part 1 –

Completed Minimum Requirements Checklist

Part 2 – Completed District and Other Party Signature Page

Part 3 – Completed Place of Use and Lessor Signature Page

(Include a separate Part 3 for each Lessor.)

Part 4 – Completed Water Right and Instream Use Information

(Include a separate Part 4 for each Water Right.)

How many Water Rights are included in the lease application? _____ (# of rights)

List each water right to be leased instream here: 83571

Yes N/A **Other water rights**, if any, appurtenant to the lands involved in the lease application and not proposed to be leased instream.

List those other water rights here: 76714

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

Required Attachments:

Yes N/A Instream lease application map(s). More than one QQ and property may be included on each map. A map is **not** required if an entire right is being leased or if the right is for use of municipal or quasi-municipal water use. The map should include the following:

- A north arrow and map scale (no smaller than 1" = 1320').
- Label township, range, section and quarter-quarter (QQ).
- If an irrigation right, the numbers of acres to be leased in each quarter-quarter identify and hachure/shade to differentiate between the acreage being leased and any remaining. If the place of use has more than one priority date, source stream, and/or point of diversion you **must identify each with separate hachuring or shading** and label.
- Tax lot lines and numbers must be included on the map and should clearly identify the property(s) involved.

Yes N/A **If the Lessor(s) is not** the deeded land owner, include one of the following:

- A notarized statement from the land owner consenting to the lease and a copy of the recorded deed; or
- A water right conveyance agreement and a copy of the recorded deed for the landowner at the time the water right was conveyed; or
- Other documentation.

Yes N/A If the right has **not** been used in the last five years; provide supporting documentation indicating why a right (or portion thereof) is **not** subject to forfeiture.

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Part 2 of 4 – District and other party Signature

Term of the Lease: The lease is requested to begin in: <u>month April year 2019</u> and end: <u>month October year 2019</u> .	
Public use: Check the public use(s) this lease will serve (as defined by ORS 537.332): <input checked="" type="checkbox"/> Conservation, maintenance and enhancement of aquatic, fish and wildlife, fish and wildlife habitat and any other ecological values. <input checked="" type="checkbox"/> Recreation <input checked="" type="checkbox"/> Pollution abatement <input type="checkbox"/> Navigation	Termination provision (for multiyear leases): The parties to the lease request (choose one): <input type="checkbox"/> a. The option of terminating the lease prior to expiration of the full term with written notice to the Department by the Lessor(s) and/or Lessee. <input type="checkbox"/> b. The option of terminating the lease prior to expiration of the full term, with consent by all parties to the lease. <input checked="" type="checkbox"/> c. The parties would not like to include a Termination Provision. (See instructions for limitations to this provision)
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. <input type="checkbox"/> And attach an explanation of your intent.	
Precedent: If a right which has been leased is later proposed to be leased again or later transferred or become part of an allocation of conserved water project, a new injury review shall be required. An instream lease shall not set a precedent on a future transaction.	
Validity of the rights to be leased: <input checked="" type="checkbox"/> The water right(s) to be leased have been used under the terms and conditions of the right(s) during the last five years or have been leased instream; or <input type="checkbox"/> The water right(s) have not been used for the last five 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 forfeiture has been provided.	

SIGNATURES

The undersigned declare that the information contained in this application is true and accurate.


 Date: 2/27/19
 Signature of Co-Lessor

Printed name (and title): Abigail Centola, Beneficial Use Technician
 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

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 Date: 3/4/19
 Signature of Lessee

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**

Part 3 of 4 – Place of Use – Lessor Information and 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)**

Table 1

Irrigation District or other Water Purveyor Name: Central 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 #	Acres	Use	Page #	Previous Lease #
83571	10/31/1900	11	15 S	13 E	19	SE NW	500		1.7	Irrig	26	NA

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

 Date: 2/14/19

Signature of Lessor

Printed name (and title): Rich Ackerman Business name, if applicable: _____
 Mailing Address (with state and zip): 1929 SW Helmholtz Way, Redmond, OR 97756
 Phone number (include area code): 541-548-0599 **E-mail address: _____

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Salem, OR

EXHIBIT C

**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 not paid a per acre or per acre-foot rate by the DRC.

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

Signature:  Date: 2/19/19

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

Part 3 of 4 – Place of Use – Lessor Information and 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)**

Table 1

Irrigation District or other Water Purveyor Name: Central 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 #	Acres	Use	Page #	Previous Lease #
83571	10/31/1900	11	15 S	13 E	08	NW SW	509		0.65	Irrig	24	IL-1664

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

Anita Alves
Signature of Lessor

Date: 1-24-19

Printed name (and title): Anita Alves Business name, if applicable: _____
Mailing Address (with state and zip): 3424 NW Greenwood Ave. Redmond, OR 97756
Phone number (include area code): 541-923-0961 **E-mail address: _____

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**Deschutes River Conservancy
Instream Leasing Program**

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Salem, OR

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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 not paid a per acre or per acre-foot rate by the DRC.

I, ANITA ALYES understand the DRC weed policy and have
Print Name

been informed about farm deferral and donations.

Signature: Anita Alves Date: 24 January 2018

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

Part 3 of 4 – Place of Use – Lessor Information and 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)**

Table 1

Irrigation District or other Water Purveyor Name: Central 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 #	Acres	Use	Page #	Previous Lease #
83571	10/31/1900	11	16 S	12 E	35	NW SW	700		10.57	Irrig	38	IL-1007
83571	10/31/1900	11	16 S	12 E	35	SW SW	700		9.38	Irrig	38	IL-1007

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: 02/14/2019

Printed name (and title): Andrea Aparicio Business name, if applicable: _____
Mailing Address (with state and zip): 64395 Deschutes Market Road, Bend, OR 97701
Phone number (include area code): 646-579-3017 **E-mail address: escpel@gmail.com

Received by OWRD

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Salem, OR

EXHIBIT C

Received by OWRD

**Deschutes River Conservancy
Instream Leasing Program**

MAR 04 2019

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

Salem, OR

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

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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 not paid a per acre or per acre-foot rate by the DRC.

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

Signature: 

Date: 02/14/2019

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

Part 3 of 4 – Place of Use – Lessor Information and 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)**

Table 1

Irrigation District or other Water Purveyor Name: Central 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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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 #	Acres	Use	Page #	Previous Lease #
83571	10/31/1900	11	14 S	13 E	17	SW NW	1600		0.5	Irrig	13	NA

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

Lovell D. Burress Date: 2/16/19
Signature of Lessor

Printed name (and title): Lovell Burress Business name, if applicable: _____
Mailing Address (with state and zip): PO Box 389, Terrebonne, OR 97760
Phone number (include area code): 541-548-5233 **E-mail address: _____

Lovell D. Burress Date: 2-16-19
Signature of Lessor

Printed name (and title): Lovell Burress Business name, if applicable: _____
Mailing Address (with state and zip): PO Box 389, Terrebonne, OR 97760
Phone number (include area code): 541-548-5233 **E-mail address: _____

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

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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 not paid a per acre or per acre-foot rate by the DRC.

I, LOVELL D. BURRESS understand the DRC weed policy and have
Print Name

been informed about farm deferral and donations.

Signature: Lowell D. Burress Date: 2-16-19

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

Part 3 of 4 – Place of Use – Lessor Information and 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)**

Table 1

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

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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 #	Acres	Use	Page #	Previous Lease #
83571	10/31/1900	11	14 S	13 E	13	NW SW	901		0.75	Irrig	11	NA

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:

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

Jeffrey Graham Date: 2/4/19
Signature of Lessor

Printed name (and title): Jeffrey Graham Business name, if applicable: Cascade Consulting Profit Sharing Plan
Mailing Address (with state and zip): PO Box 758, Port Hadlock, WA 98339
Phone number (include area code): 541-350-6542 **E-mail address: jeff@accmeals.com

Connie Graham Date: 2/4/2019
Signature of Lessor

Printed name (and title): Connie Graham Business name, if applicable: Cascade Consulting Profit Sharing Plan
Mailing Address (with state and zip): PO Box 758, Port Hadlock, WA 98339
Phone number (include area code): 541-350-6542 **E-mail address: jeff@accmeals.com

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Information and Resources Attached

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JEFFREY GORHAM
Print Name

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

Signature: Jeffrey Gorham Date: 2/4/19

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

**DESCHUTES COUNTY ASSESSOR
REAL PROPERTY ACCOUNT NAMES**

1/31/2019 2:40:54 PM

Account # 127936
Map
Owner CASCADE CONSULTING PROFIT SHARING PLAN
GRAHAM, CONNIE E TTEE
PO BOX 758
PORT HADLOCK, WA 98339

Name Type	Name	Ownership Type	Own Pct
OWNER	CASCADE CONSULTING PROFIT SHARING PLAN & TRUST	OWNER	100.00
REPRESENTATIVE	GRAHAM, CONNIE E	OWNER AS TRUSTEE	

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Part 3 of 4 – Place of Use – Lessor Information and 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)**

Table 1

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Water Right #	Priority Date	POD #	Twp	Rng	Sec	Q-Q	Tax Lot	Gov't Lot/DLC #	Acres	Use	Page #	Previous Lease #
83571	10/31/1900	11	15 S	13 E	18	NE SW	200		1.1	Irrig	25	NA

Any additional information about the right: _____

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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: 1/3/19

Printed name (and title): James Escudero Business name, if applicable: _____
Mailing Address (with state and zip): 4470 SW Indian Court, Redmond, OR 97756
Phone number (include area code): 541-306-9234 **E-mail address: granolasmoker@yahoo.com

Signature of Lessor

Date: 1/3/19

Printed name (and title): Lacindra Droegemeier Business name, if applicable: _____
Mailing Address (with state and zip): 4470 SW Indian Court, Redmond, OR 97756
Phone number (include area code): 541-306-9234 **E-mail address: granolasmoker@yahoo.com

Received by OWRD

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EXHIBIT C

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Information and Resources Attached

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

Signature: _____

Date: 1/3/19

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

Part 3 of 4 – Place of Use – Lessor Information and 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)

Table 1

Irrigation District or other Water Purveyor Name: Central 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 #	Acres	Use	Page #	Previous Lease #
83571	10/31/1900	11	14 S	13 E	22	SE SW	1300		0.4	Irrig	14	IL-1651
83571	10/31/1900	11	14 S	13 E	22	SW SE	1300		1.43	Irrig	14	IL-1651

Any additional information about the right: _____

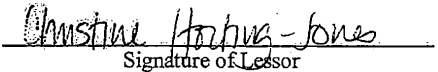
Farm Deferral Tax Status: Counties make the determination of whether a property qualifies for the farm use assessment without consideration of whether the lands have an associated water right which is leased instream. If you have questions regarding the farm use assessment you should contact your local 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 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: 1/21/2019
 Signature of Lessor

Printed name (and title): Douglas Jones Business name, if applicable: _____
 Mailing Address (with state and zip): 6555 NE 11th St. Redmond, OR 97756
 Phone number (include area code): 541-806-5907 **E-mail address: chrishorting@yahoo.com

 Date: 1/24/19
 Signature of Lessor

Printed name (and title): Christine Horting Jones Business name, if applicable: _____
 Mailing Address (with state and zip): 6555 NE 11th St. Redmond, OR 97756
 Phone number (include area code): 541-806-5907 **E-mail address: chrishorting@yahoo.com

Received by OWRD

MAR 04 2019

Salem, OR

EXHIBIT C

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MAR 04 2019

**Deschutes River Conservancy
Instream Leasing Program**

Salem, OR

**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 not paid a per acre or per acre-foot rate by the DRC.

Douglas Jones
I, Christine Horning-Jones understand the DRC weed policy and have
Christine Horning-Jones
Print Name
been informed about farm deferral and donations.

Douglas J 1/24/2019
Signature: Christine Horning-Jones Date: 1/24/19

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

Part 3 of 4 – Place of Use – Lessor Information and 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)**

Table 1

Irrigation District or other Water Purveyor Name: Central 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 #	Acres	Use	Page #	Previous Lease #
83571	10/31/1900	11	15 S	12 E	13	NW NE	400		0.8	Irrig	20	NA

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

Loren Kellogg Date: 2/7/19
Signature of Lessor

Printed name (and title): Loren Kellogg Business name, if applicable: Kellogg Family Trust
Mailing Address (with state and zip): 285 SW 59th St. Redmond, OR 97756
Phone number (include area code): 541-207-2693 **E-mail address: loren.kellogg@oregonstate.edu

Margaret Kellogg Date: 2-7-19
Signature of Lessor

Printed name (and title): Margaret Kellogg Business name, if applicable: Kellogg Family Trust
Mailing Address (with state and zip): 285 SW 59th St. Redmond, OR 97756
Phone number (include area code): 541-207-2693 **E-mail address: loren.kellogg@oregonstate.edu

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Salem, OR

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**Deschutes River Conservancy
Instream Leasing Program**

MAR 04 2019

Salem, OR

**Policy Concerning Weeds & Instream Leases
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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 not paid a per acre or per acre-foot rate by the DRC.

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

Signature: Loren Kellogg Date: 2/5/19

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

**DESCHUTES COUNTY ASSESSOR
REAL PROPERTY ACCOUNT NAMES**

2/7/2019 11:22:25 AM

Account # 129058
Map
Owner KELLOGG FAMILY TRUST
KELLOGG, LOREN & MARGARET A TTEES
285 SW 59TH ST
REDMOND, OR 97756

Name Type	Name	Ownership Type	Own Pct
OWNER	KELLOGG FAMILY TRUST	OWNER	100.00
REPRESENTATIVE	KELLOGG, LOREN	OWNER AS TRUSTEE	
REPRESENTATIVE	KELLOGG, MARGARET A	OWNER AS TRUSTEE	

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Part 3 of 4 – Place of Use – Lessor Information and 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)**

Table 1

Irrigation District or other Water Purveyor Name: Central 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 #	Acres	Use	Page #	Previous Lease #	
83571	10/31/1900	11	15 S	12 E	35	SE SE	101		15.85	Irrig	22	NA	
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:

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

Shin Nakato

Date: 2/19/19

Signature of Lessor

Printed name (and title): Shinsuke Nakato Business name, if applicable: Nakato Land & Cattle, LLC

Mailing Address (with state and zip): 6801 SW McVey Ave, Redmond, OR 97756

Phone number (include area code): 704-995-3511 **E-mail address: snakato@gmail.com

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Salem, OR

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**Deschutes River Conservancy
Instream Leasing Program**

MAR 04 2019

Salem, OR

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Information and Resources Attached

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

Signature: Shin Nakato Date: 2/19/19

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

2/19/2019

Business Registry Business Name Search

MAR 04 2019



Business Name Search

[New Search](#) [Printer Friendly](#)

Business Entity Data

02-19-2019

13:50

Registry Nbr	Entity Type	Entity Status	Jurisdiction	Registry Date	Next Renewal Date	Renewal Due?
385614-94	DLLC	ACT	OREGON	09-25-2006	09-25-2019	
Entity Name	NAKATO LAND AND CATTLE LLC					
Foreign Name						

[New Search](#) [Printer Friendly](#)

Associated Names

Type	PPB	PRINCIPAL PLACE OF BUSINESS			
Addr 1	4892 SW GEM LN				
Addr 2					
CSZ	CULVER	OR	97734	Country	UNITED STATES OF AMERICA

Please click [here](#) for general information about registered agents and service of process.

Type	AGT	REGISTERED AGENT	Start Date	08-27-2014	Resign Date
Name	TAKESHI NAKATO				
Addr 1	4892 SW GEM LN				
Addr 2					
CSZ	CULVER	OR	97734	Country	UNITED STATES OF AMERICA

Type	MAL	MAILING ADDRESS			
Addr 1	PO BOX 86854				
Addr 2					
CSZ	PORTLAND	OR	97286	Country	UNITED STATES OF AMERICA

Type	MEM	MEMBER		Resign Date	
Name	HIROFUMI NAKATO				
Addr 1	3-11-9 301 MINAMI AZABU				
Addr 2	MINATO-KU 106-0047				
CSZ	TOKYO			Country	JAPAN

Type	MEM	MEMBER		Resign Date
Of Record	649156-98	NORTHWEST AG TEAM LLC		
Addr 1	PO BOX 86854			

Addr 2					
CSZ	PORTLAND	OR	97286	Country	UNITED STATES OF AMERICA
Type	MEM	MEMBER		Resign Date	
Name	ERIC		SELLE		
Addr 1	29 CLUBWAY				
Addr 2					
CSZ	HARTSDALE	NY	10530	Country	UNITED STATES OF AMERICA
Type	MGR	MANAGER		Resign Date	
Name	SHINSUKE		NAKATO		
Addr 1	4892 SW GEM LN				
Addr 2					
CSZ	CULVER	OR	97734	Country	UNITED STATES OF AMERICA

[New Search](#) [Printer Friendly](#) [Name History](#)






Business Entity Name	Name Type	Name Status	Start Date	End Date
NAKATO LAND AND CATTLE LLC	EN	CUR	09-25-2006	

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Please read before ordering Copies.

MAR 04 2019

[New Search](#) [Printer Friendly](#) [Summary History](#)

Image Available	Action	Transaction Date	Effective Date	Status	Name/Agent Change	Dissoled By
	ANNUAL REPORT PAYMENT	08-27-2018		SYS		
	AMENDED ANNUAL REPORT	10-17-2017		FI		
	ANNUAL REPORT PAYMENT	09-20-2016		SYS		
	ANNUAL REPORT PAYMENT	09-15-2015		SYS		
	AMNDMT TO ANNUAL RPT/INFO STATEMENT	01-27-2015		FI		
	AMNDMT TO ANNUAL RPT/INFO STATEMENT	08-27-2014		FI	Agent	
	ANNUAL REPORT	08-22-2014		FI		
	ANNUAL REPORT PAYMENT	08-27-2013		SYS		
	ANNUAL REPORT PAYMENT	09-21-2012		SYS		
	AMNDMT TO ANNUAL RPT/INFO STATEMENT	12-20-2011		FI		
	ARTICLES OF AMENDMENT	12-20-2011		FI		
	ANNUAL REPORT	08-18-2011		SYS		

Salmon, OR

	PAYMENT					
	ANNUAL REPORT PAYMENT	08-17-2010		SYS		
	ANNUAL REPORT PAYMENT	09-15-2009		SYS		
	REINSTATEMENT AMENDED	04-01-2009		FI		
	ADMINISTRATIVE DISSOLUTION	12-21-2007		SYS		
	ARTICLES OF ORGANIZATION	09-25-2006		FI	Agent	

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For comments or suggestions regarding the operation of this site, please contact : corporation.division@state.or.us

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MAR 04 2019

Salem, OR

Part 3 of 4 – Place of Use – Lessor Information and 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)**

Table 1

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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 #	Twp	Rng	Sec	Q-Q	Tax Lot	Gov't Lot/DLC #	Acres	Use	Page #	Previous Lease #
83571	10/31/1900	11	14 S	13 E	13	SW NW	1300		2.5	Irrig	11	IL-1648

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:

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

Carol F. Wright - POA
 Signature of Lessor

Date: 2/19/19

Printed name (and title): Thomas Wright - POA Business name, if applicable: Sherman & Carol Wright Trust
 Mailing Address (with state and zip): 1724 SW 25th, Redmond, OR 97756
 Phone number (include area code): 541-548-2138 **E-mail address: tom@wrightfordredmond.com

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 MAR 04 2019
 Salem, OR

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MAR 04 2019

Salem, OR

EXHIBIT C

**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

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

Signature: Carol F. Wright for Date: 2/19/19
by [Signature]
This form must be signed and returned with state lease form.

**DESCHUTES COUNTY ASSESSOR
REAL PROPERTY ACCOUNT NAMES**

2/14/2019 2:24:25 PM

Account # 124912
Map
Owner SHERMAN AND CAROL WRIGHT TRUST
WRIGHT, SHERMAN E & CAROL F TRUSTEES
1724 SW 25TH ST
REDMOND, OR 97756

Name Type	Name	Ownership Type	Own Pct
OWNER	SHERMAN AND CAROL WRIGHT TRUST		
REPRESENTATIVE	WRIGHT, SHERMAN E TRUSTEE IN-SHERMAN AND CAROL WRIGHT TRUST	OWNER	100.00
REPRESENTATIVE	WRIGHT, CAROL F TRUSTEE IN-SHERMAN AND CAROL WRIGHT TRUST		

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MAR 04 2019

Salem, OR

STATE OF OREGON
CERTIFICATION OF VITAL RECORD

OREGON HEALTH AUTHORITY
CENTER FOR HEALTH STATISTICS
CERTIFICATE OF DEATH

1. Legal Name Surname: Ermo Given: Wright		2. Date of Death April 17, 2018	
3. Age at Death 73 Years	4. Social Security Number 523-12-4884	5. Cause of Death Immediate Cause: Ischemic Heart Disease Underlying Cause: Coronary Atherosclerosis	
6. Date of Birth April 19, 1924	7. Place of Birth Salt Lake City, Utah	8. Race White	
9. Sex Male	10. Marital Status at Time of Death Married	11. Decedent's Religion None	
12. Residence at Time of Death 1724 SW 25th Street, Portland, OR 97205	13. County Clatsop	14. City/Town Portland	15. Zip Code 97205
16. Usual Occupation None	17. Usual Residence at Time of Death 1724 SW 25th Street, Portland, OR 97205	18. State of Usual Residence Oregon	19. Inmate of Institution? No
20. Name of Physician Mark Valeri	21. Name of Hospital None	22. Name of Place of Death Home	23. Name of Attending Physician Mark Valeri
24. Date of Issuance April 23, 2018	25. Signature of Registrar <i>Jennifer A. Woodward</i>	26. Title of Registrar State Registrar	27. Office of Registrar Center for Health Statistics, Salem, OR

Madeline Mitchell (Certified by *Madeline Mitchell*, 4/30/18)

28. Time of Death 1:30 PM	29. Place of Death Home
30. Under the death certificate, diseases, injuries, or conditions that directly caused the death, DO NOT WRITE IN THESE SPACES. Such as and so forth, specify what condition or condition without down the side of DO NOT WRITE IN THESE SPACES.	31. Approximate Interval Months
32. First disease, injury, or condition leading to death Coronary Atherosclerosis	33. Duration of Illness Years
34. Date of onset of disease, injury, or condition leading to death Unknown	35. Cause of Death Ischemic Heart Disease
36. Date of last illness or injury leading to death Unknown	37. Date of last illness or injury leading to death Unknown
38. Number of Births 3	39. Number of Children 3
40. Date of last illness or injury leading to death Unknown	41. Date of last illness or injury leading to death Unknown
42. Name and Address of Coroner Mark Valeri, 211 NW Couch St, Rainier, OR 97150	43. Name and Title of Attending Physician Mark Valeri, M.D.
44. Name of Coroner Mark Valeri	45. License Number 4-21-2018
46. Medical Examiner Mark Valeri, M.D.	47. Medical Examiner Mark Valeri, M.D.

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

DATE ISSUED: **APR 30 2018** *Jennifer A. Woodward*
STATE REGISTRAR



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MAR 04 2019

Salem, OR

William C. Claridge, MD
Sing Wei Ho, MD
Pamela J. Irby, MD
Daniel J. Murphy, MD
Sheryl L. Norris, MD

St. Charles
Family Care

Mark A. Valenti, MD
Thomas L. Allumbaugh, MD
Joe T. McCook, MD
Nathan R. Thompson, MD
Ruperto C. Vallarta, MD

June 4, 2015

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MAR 04 2019

Carol Wright
1724 S.W. 25th St.
Redmond, Or 97756

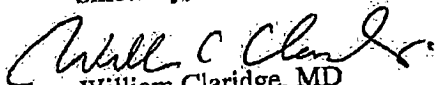
Salem, OR

Re: Mental Status

To Whom It May Concern:

I am the attending physician for Carol Wright DOB 6/6/1928. Carol has a medical diagnosis of vascular dementia evolving into advanced Alzheimer's disease. She is not competent to make legal and financial decisions. Her husband who previously made all these decisions has recently died. Another member of the family will have to be designated with power of attorney to make these decisions on her behalf.

Sincerely,


William Claridge, MD

WCC/ml

COPY

DURABLE POWER OF ATTORNEY

I, **CAROL F. WRIGHT**, do hereby make, constitute and appoint **THOMAS H. WRIGHT** my Agent and attorney-in-fact (hereinafter called Agent) with the following power and authority:

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

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

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

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

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

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

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

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

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

MAR 04 2019

Salem, OR

10. Borrowing. To advance or loan the Agent's own funds on my behalf; and to borrow any sums of money on such terms and at such rate of interest as my Agent may deem proper and to give security for the repayment of the same;
11. Agreements. To make and deliver any deeds, conveyances, contracts, covenants and other instruments, undertakings or agreements, either orally or in writing, which my Agent may deem proper;
12. Voting. To appear and vote for me in person or by proxy at any corporate or other meeting;
13. Safety Deposit Box. To have access to any safety deposit box which has been rented in my name or in the name of myself and any other person or persons;
14. Withdrawal of Funds. To withdraw any monies deposited with any bank, mutual savings bank, credit union, savings and loan association, mutual fund, money market account, investment advisor or broker in my name or in the name of myself and any other person or persons and generally to do any business with any such financial institution or agency on my behalf;
15. Tax Returns. To sign and file on my behalf all city, county, state, federal and other governmental or quasi-governmental tax returns or reports, including income, gift, sales, business, and property tax returns or reports of every kind whatsoever; to execute waivers, extension agreements, settlement agreements and closing agreements with respect to those returns and to appear for me, in person or by attorney, and represent me before the United States Treasury Department or the Oregon Department of Revenue or the taxing authority of any other state or governmental entity;
16. Government Benefits. To do and perform every act necessary or desirable and to serve as representative payee with respect to rights and entitlements for my benefit and the benefit of my spouse from Social Security, Medicare and military service;
17. Treasury Bonds. To purchase U.S. Treasury bonds or other instruments redeemable at par in payment of federal estate taxes;
18. Additions to Trust. To add any or all of my assets to a trust created by me alone or in conjunction with one or more other persons and already in existence at the time of the creation of this power if the trust provides that the income and principal shall be paid to me or applied for my benefit during my lifetime;
19. Business Interests. To continue as a going concern any business interest owned by me, either individually or as a co-partner;

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Salem, OR

20. **Withdraws from Trust.** To withdraw assets from my Revocable Living Trust for my benefit, with my full prior consent to this exercise in my reserved power to withdraw assets from the trust; if my spouse is my agent, then I authorize withdrawals from the trust for my spouse's benefit alone, and not for my benefit, without breach of fiduciary duty and with my full prior consent.

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

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

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

24. **Mail.** To redirect my mail.

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

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

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

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

29. **Third Party Reliance.** Third persons may conclusively rely upon the continued validity

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

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

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

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

33. Gifting. My agent may continue to make gifts consistent with any gifting program I adopted prior to my incapacity. Such gifting program shall be evidenced by any past history of making gifts which I have engaged in.

DATED: 11-18, 2003

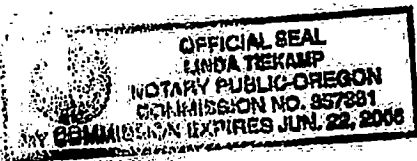
Carol F. Wright
CAROL F. WRIGHT

STATE OF OREGON)
County of Deschutes) ss.

DATE: November 18, 2003

Personally appeared CAROL F. WRIGHT and acknowledged the foregoing instrument to be her voluntary act and deed.

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



Linda Tekamp
Notary Public for Oregon

COPY

11-18, 2003

TO: SHERMAN E. WRIGHT and THOMAS H. WRIGHT

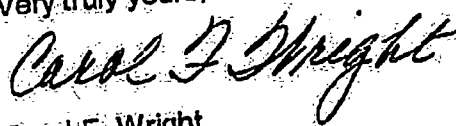
I have executed a Durable Power of Attorney naming you as my attorney-in-fact. It is my intention that you use this Power of Attorney to act on my behalf only in the following events:

1. If I specifically ask you to do so; or,
2. If I am incapable of managing my business affairs due to physical or mental incapacity.

In that case, I would like SHERMAN E. WRIGHT to use his Power first. If he is unable or unwilling to act, or to continue to act, then I would like THOMAS H. WRIGHT to use his Power.

As long as I am physically and mentally able to manage my affairs, I intend to do that for myself.

Very truly yours,



Carol F. Wright

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Part 3 of 4 – Place of Use – Lessor Information and 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)**

Table 1

Irrigation District or other Water Purveyor Name: Central 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 #	Acres	Use	Page #	Previous Lease #
83571	10/31/1900	11	15 S	12 E	25	NE	NW	203		1.0	Irrig	21	IL-1514

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

Matthew Wittmer Date: 2/16/19
Signature of Lessor

Printed name (and title): Matthew Wittmer Business name, if applicable: _____
Mailing Address (with state and zip): PO Box 376 Redmond, OR 97756
Phone number (include area code): 541-480-4074 **E-mail address: matt@wittmerconstruction.com

Lana Wittmer Date: 2/16/19
Signature of Lessor

Printed name (and title): Lana Wittmer Business name, if applicable: _____
Mailing Address (with state and zip): PO Box 376 Redmond, OR 97756
Phone number (include area code): 541-480-4074 **E-mail address: matt@wittmerconstruction.com

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

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EXHIBIT C

**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 not paid a per acre or per acre-foot rate by the DRC.

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

Signature:  Date: 2/16/19

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

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Leasing Exhibit C – updated 2019

Part 4 of 4 – Water Right and Instream Use Information

Use a separate Part 4 for each water right to be leased instream

Table 2

Use Table 2 to illustrate the totals for the water right proposed to be leased instream (based on Part 3 of 4) Water Right # 83571

Total rate and volume by priority date, POD, use and acreage as appropriate considering the right to be leased. If not enough room below, you may add rows (see instructions) or create a spreadsheet (matching Table 2 and clearly labeled) and attach.
(cfs = cubic feet per second and af = acre-feet)

Priority Date	POD #	Use	Acres	Other Information (such as conditions/limitations on the right)	Rate (cfs)	Volume (af)
10/31/1900	11	Irrig	46.63	Season 1 Rate / Total Volume	0.532	440.02
10/31/1900	11	Irrig	46.63	Season 2 Rate	0.726	
10/31/1900	11	Irrig	46.63	Season 3 Rate	0.990	
12/02/1907	11	Irrig	46.63	Season 3 Rate	0.396	

Total af from storage, if applicable: _____ AF or N/A

If the POD is not described on the certificate or, if there is more than one POD listed on the certificate, then the specific POD must be described:

Table 3

Instream Use created by the lease	River Basin: <u>Deschutes</u>	River/Stream Name: <u>Deschutes River, tributary to Columbia River</u>				
Proposed Instream Reach: <input checked="" type="checkbox"/> A reach typically begins at the POD and ends at the mouth of the source stream: From the POD _____ to <u>Mouth of the Deschutes River (RM 0)</u>		Or Proposed Instream Point: <input type="checkbox"/> Instream use protected at the POD				
OR <input type="checkbox"/> Please check this box if you are not sure of the proposed reach and want water to be protected within a reach below the POD, if possible. If no reach is identified or the above box is not checked, and there is only one POD listed on the water right, the lease may be processed to be protected at the POD.)						
Instream Portion: May not exceed the maximum rate/volume for the right (identified in Table 2)						
Use the table 3 to illustrate the instream rate, volume and instream period by priority date, POD, Use and acreage, as appropriate. If not enough room below, you may add rows (see instructions) or create a spreadsheet (clearly labeled and matching the below portion of Table 3) and attach.						
Priority date	POD #	Use	Acres	Proposed Instream Period	Instream Rate (cfs)	Total instream volume (af)
10/31/1900	11	Irrig	46.63	Season 1 Rate / Total Volume	0.321	254.16
10/31/1900	11	Irrig	46.63	Season 2 Rate	0.427	
10/31/1900	11	Irrig	46.63	Season 3 Rate	0.792	
OR <input type="checkbox"/> Please check this box if you are not sure of the proposed rate, volume and instream period. As part of its review process, the Department will identify the appropriate instream rate, volume and period considering the water right(s) being leased and instream benefits.						
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A Conditions to avoid enlargement or injury to other water rights, if any, or other limitations: list here <u>The instream flow will be allocated on a daily average basis up to the described rate from April 1 through October 26</u>						
Note: The Department may identify additional conditions to prevent injury and/or enlargement.						
Any additional information about the proposed instream use: _____						

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Oregon Water Resources Department
 Calculator for Certificate 83571
 Central Oregon Irrigation District

- Main
- Help
- Return
- Contract Us

Revised: 11/29/2017

This calculator is primarily designed to facilitate the calculation of how much water may be protected instream through 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 WRD DL: instream@oregon.gov.

Enter Total Number of Acres Involved from POD #1

(CO Canal)

Enter Total Number of Acres Involved from POD #11

46.63

(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)	0.000			Duty (AF)	0.00
				Season 2 Rate (CFS)	0.000				
				Season 3 Rate (CFS)	0.000	0.000			

POD #11	October 31, 1900	December 2, 1907	Combined	Season 1 Rate (CFS)	0.532			Duty (AF)	1.4402
				Season 2 Rate (CFS)	0.726				
				Season 3 Rate (CFS)	0.990	0.396			

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 #11 to Lake Billy Chinook	Season 1 Rate (CFS)	0.321
	Season 2 Rate (CFS)	0.427
	Season 3 Rate (CFS)	0.792
	Maximum Volume (AF)	254.16

Name	ac
Ackerman	1.70
Alves	0.65
Aparicio	10.57
Aparicio	9.38
Buness	0.50
Cascade	0.75
Escudero	1.10
Jones J	0.40
Jones J	1.43
Kellogg	0.80
Nickols	15.85
Sherman	2.50
Withmer	1.00
Total	46.63

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**DESCHUTES COUNTY
SEC.19 T15S R13E**

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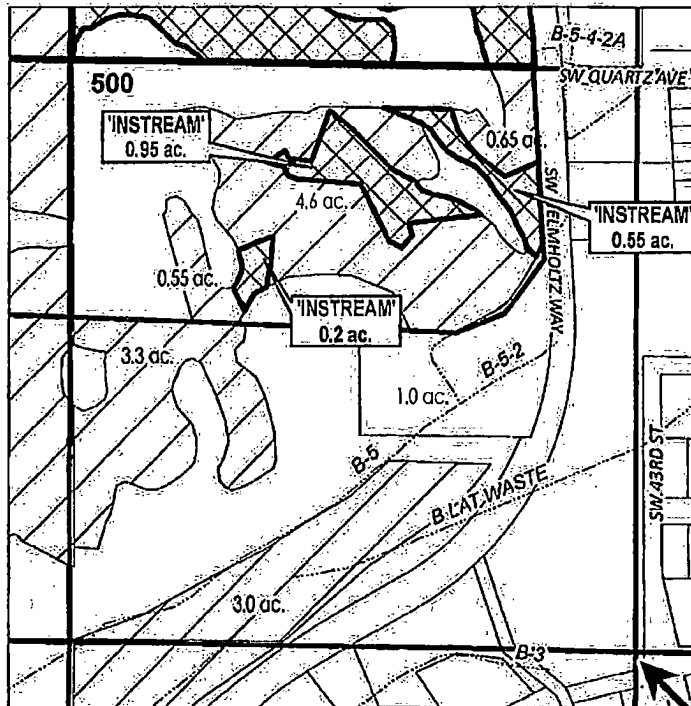
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SCALE - 1" = 400'

Salem, OR



SE 1/4 OF THE NW 1/4



C 1/4 COR.

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



APPLICATION FOR 1 YEAR INSTREAM LEASE

NAME: Ackerman, Rich

TAXLOTS #: 500

1.7 ACRES

DATE: 02/25/2019

FILE: I:\TRANSFER\INSTREAM\INSTRM18\171223_SESW_200

**DESCHUTES COUNTY
SEC.08 T15S R13E**

Received by OWRD

SCALE - 1" = 400'

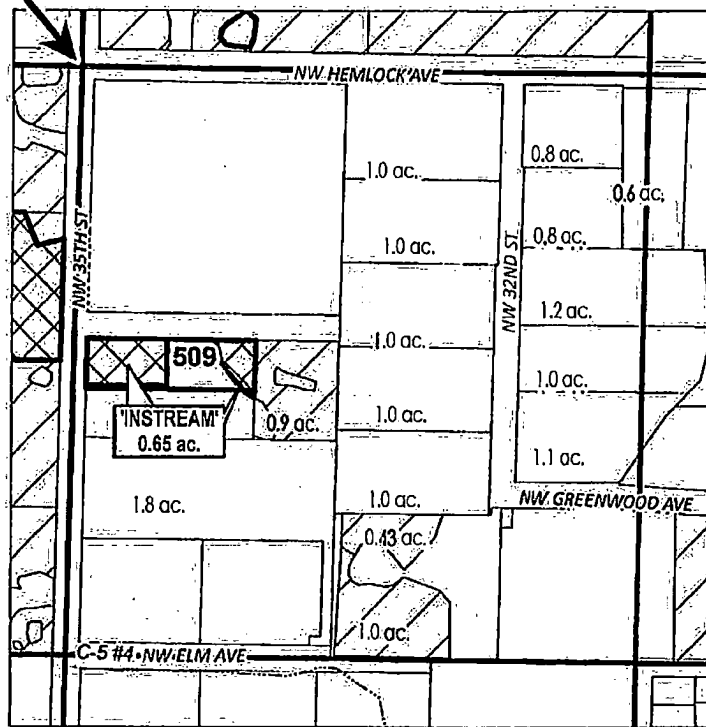
MAR 04 2019



Salem, OR

NW 1/4 OF THE SW 1/4

W 1/4 COR



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



APPLICATION FOR 1 YEAR INSTREAM LEASE

NAME: Alves, Anita

TAXLOTS #: 509

0.65 ACRES

DATE: 01/29/2019

FILE: I:\TRANSFER\INSTREAM\INSTRM18\171223_SESW_200

DESCHUTES COUNTY SEC.35 T16S R12E

Received by OWRD



SCALE - 1" = 400'

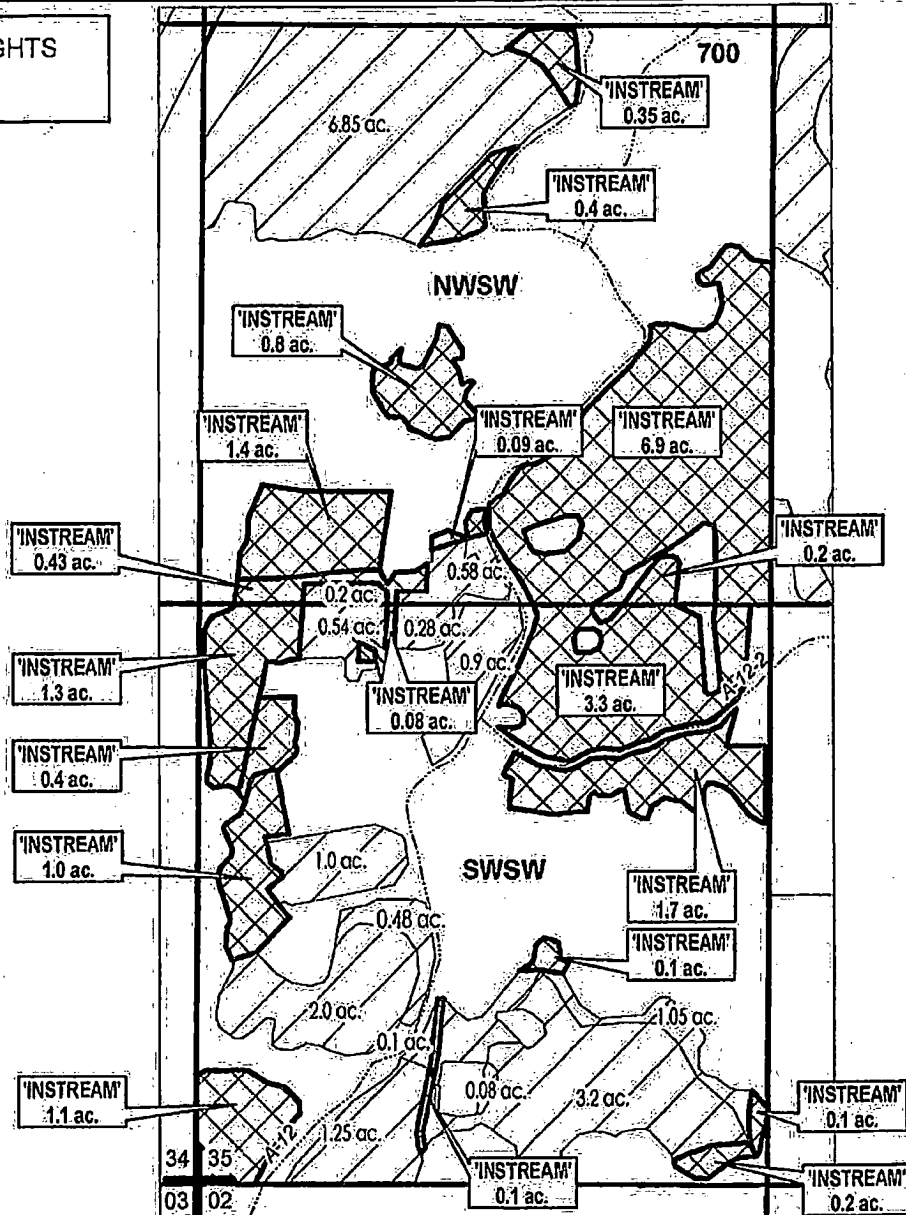
MAR 04 2019

Salem, OR



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

	EXISTING WATER RIGHTS
	INSTREAM LANDS



APPLICATION FOR 1 YEAR INSTREAM LEASE

NAME: Aparicio, Andrea

TAXLOT #: 700

19.95 ACRES

DATE: 02/26/2019

FILE: I:\TRANSFER\INSTREAM\INSTRM16\171223_SESW_200

**DESCHUTES COUNTY
SEC.17 T14S R13E**

Received by OWRD

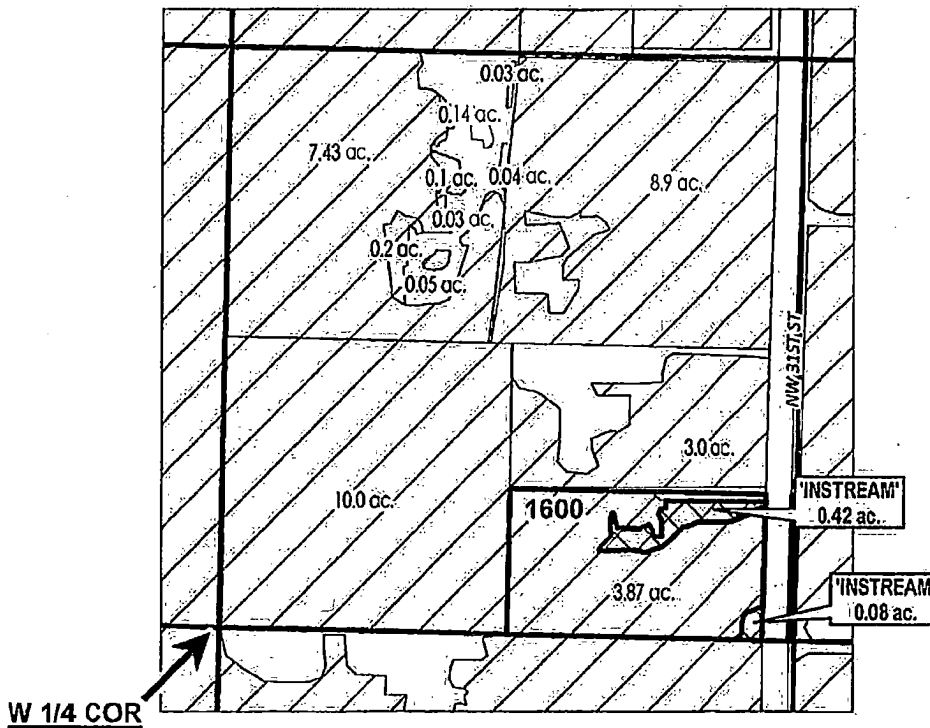
SCALE - 1" = 400'

MAR 04 2019



Salem, OR

SW 1/4 OF THE NW 1/4



	INSTREAM LANDS
	EXISTING WATER RIGHTS



APPLICATION FOR 1 YEAR INSTREAM LEASE

NAME: Burress, Lovell/Lucinda

TAXLOTS #: 1600

0.5 ACRES

DATE: 02/25/2019

FILE: I:\TRANSFER\INSTREAM\INSTRM18\171223_SESW_200

**DESCHUTES COUNTY
SEC.13 T14S R13E**

SCALE - 1" = 400'



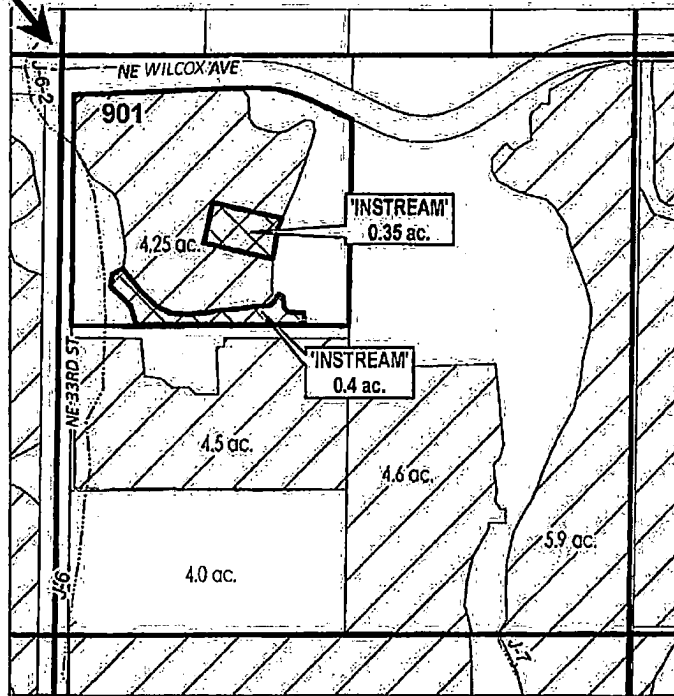
NW 1/4 OF THE SW 1/4

Received by OWRD

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Salem, OR

W 1/4 COR



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



APPLICATION FOR 1 YEAR INSTREAM LEASE

NAME: Cascade Consulting Profit Sharing Plan

TAXLOT #: 901

0.75 ACRES

DATE: 02/18/2019

FILE: I:\TRANSFER\INSTREAM\INSTRM18\171223_SESW_200

**DESCHUTES COUNTY
SEC.18 T15S R13E**

Received by OWRD

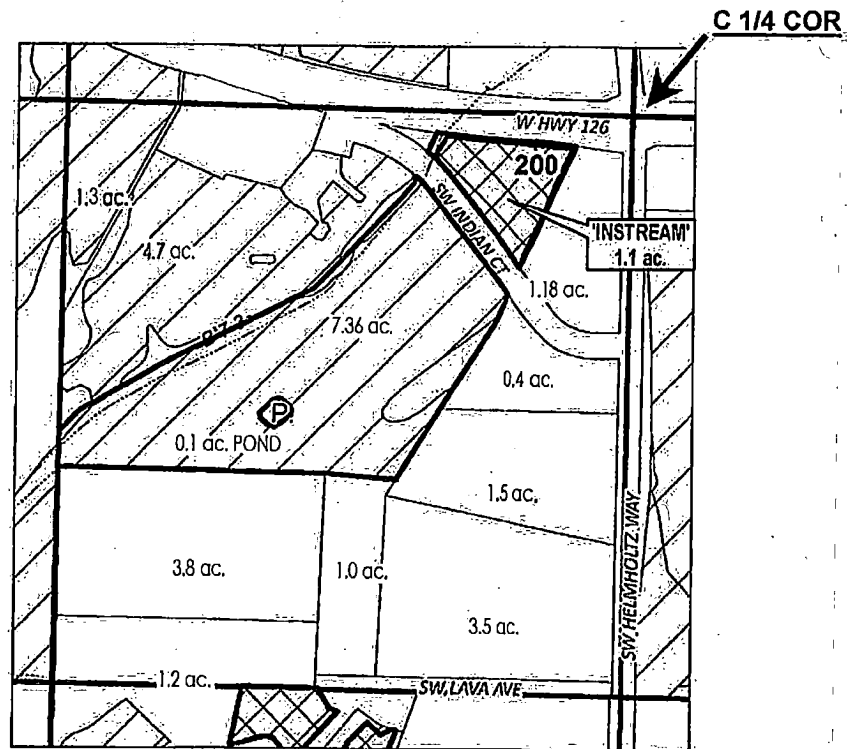
SCALE - 1" = 400'





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Salem, OR

NE 1/4 OF THE SW 1/4



-  POND
-  # ac. PARCELS W/ WATER RIGHTS
-  INSTREAM LANDS
-  EXISTING WATER RIGHTS



APPLICATION FOR 1 YEAR INSTREAM LEASE

NAME: Escudero, James/Droegemeier, Lacindra

TAXLOTS #: 200

1.1 ACRES

DATE: 01/25/2019

FILE: I:\TRANSFER\INSTREAM\INSTRM181171223_SESW_200

DESCHUTES COUNTY SEC.22 T14S R13E

Received by OWRD

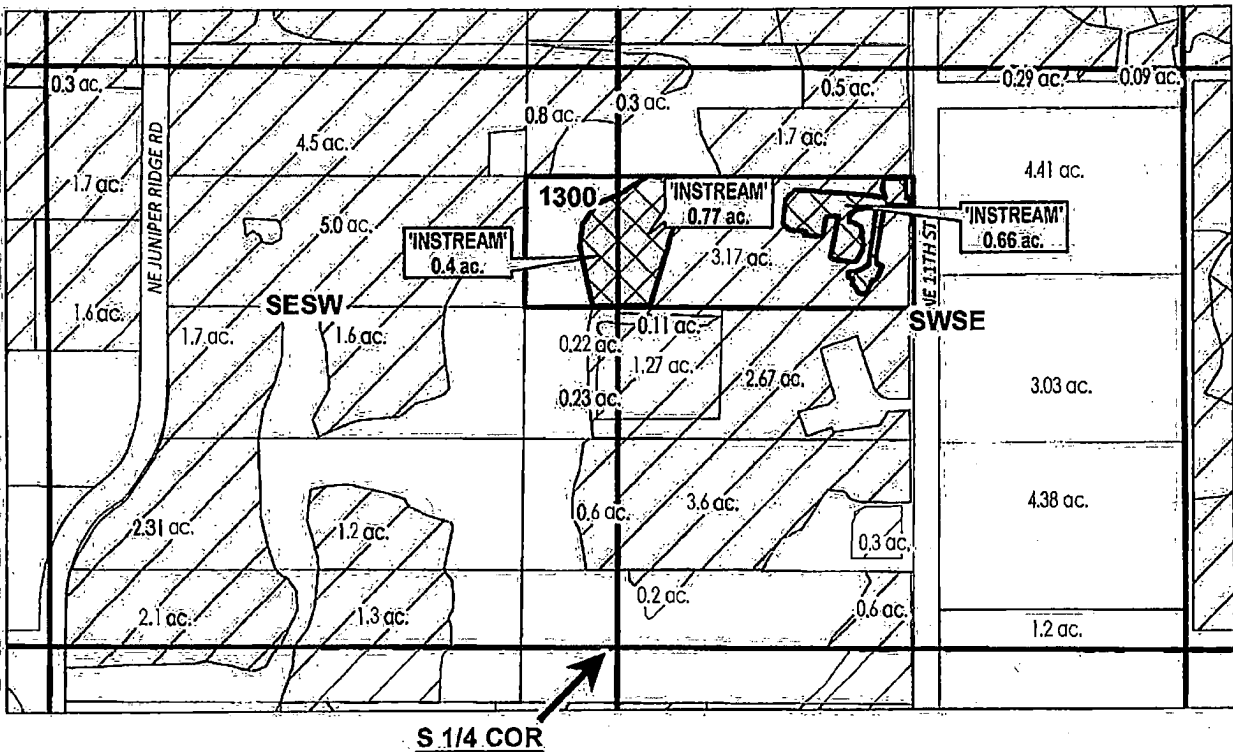
SCALE - 1" = 400'

MAR 04 2019



Salem, OR

SE 1/4 OF THE SW 1/4; SW 1/4 OF THE SE 1/4



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



APPLICATION FOR 1 YEAR INSTREAM LEASE

NAME: Jones, Douglas/Christine Horting Jones

TAXLOTS #: 1300

1.83 ACRES

DATE: 02/15/2019

FILE: I:\TRANSFER\INSTREAM\INSTRM18\171223_SESW_200

**DESCHUTES COUNTY
SEC.13 T15S R12E**

Received by OWRD

SCALE - 1" = 400'

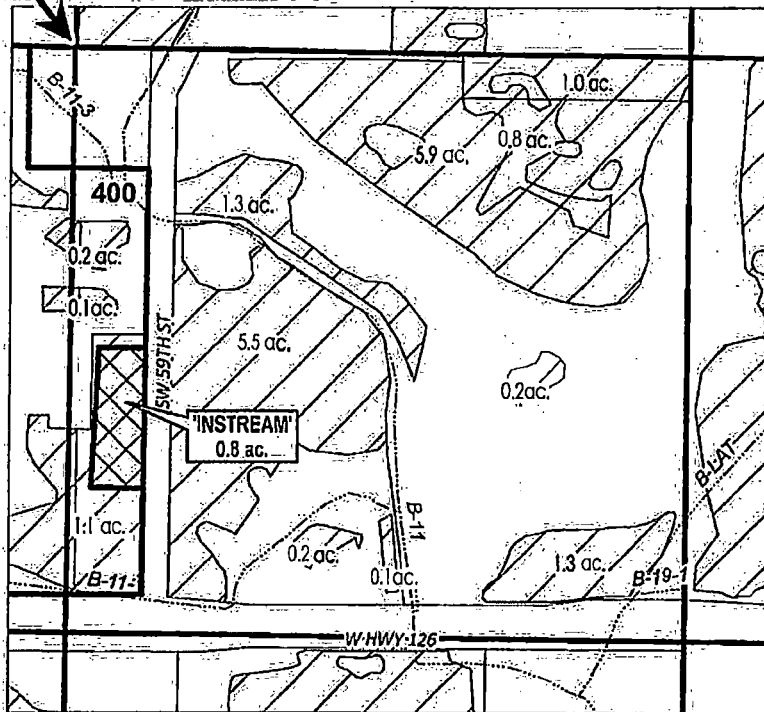
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Salem, OR

NW 1/4 OF THE NE 1/4

N 1/4 COR



	INSTREAM LANDS
	EXISTING WATER RIGHTS



APPLICATION FOR 1 YEAR INSTREAM LEASE

NAME: Kellogg Family Trust

TAXLOTS #: 400

0.8 ACRES

DATE: 02/19/2019

FILE: I:\TRANSFER\INSTREAM\INSTRM18\171223_SESW_200

**DESCHUTES COUNTY
SEC.35 T15S R12E**

Received by OWRD

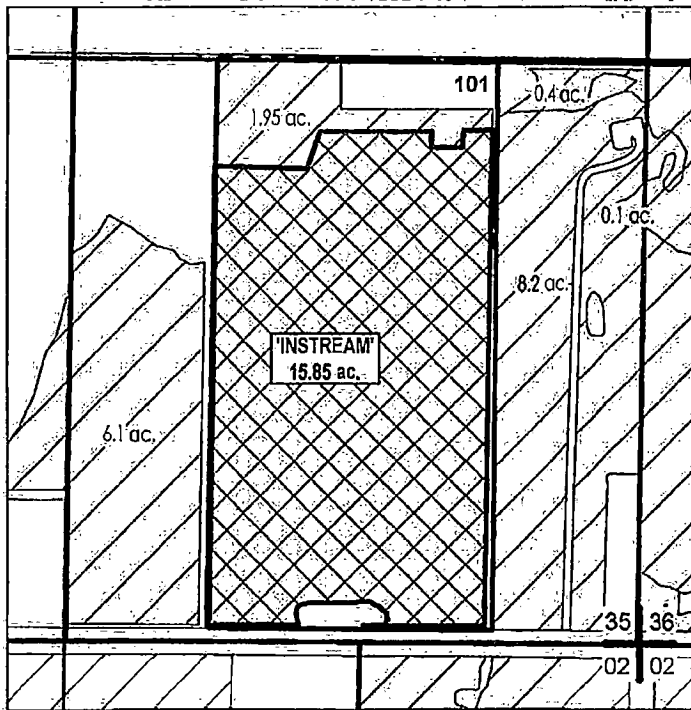
SCALE - 1" = 400'



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SE 1/4 OF THE SE 1/4

Salem, OR



	INSTREAM LANDS
	EXISTING WATER RIGHTS



APPLICATION FOR 1 YEAR INSTREAM LEASE

NAME: Nakato Land & Cattle, LLC

TAXLOTS #: 101

15.85 ACRES

DATE: 02/26/2019

FILE: I:\TRANSFER\INSTREAM\INSTRM18\171223_SESW_200

DESCHUTES COUNTY SEC.13 T14S R13E

SCALE - 1" = 400'

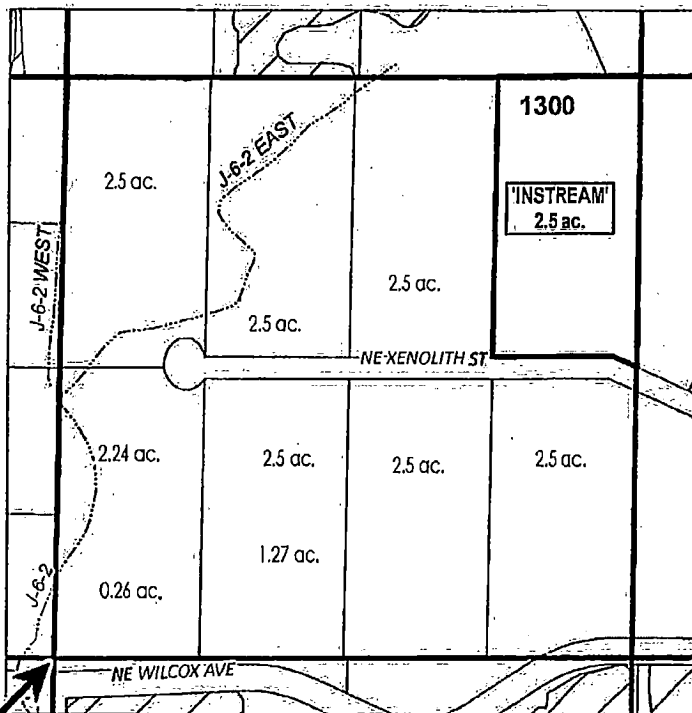


SW 1/4 OF THE NW 1/4

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Salem, OR



W 1/4 COR

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



APPLICATION FOR 1 YEAR INSTREAM LEASE

NAME: Sherman & Carol Wright Trust

TAXLOTS #: 1300

2.5 ACRES

DATE: 02/26/2019

FILE: I:\TRANSFER\INSTREAM\INSTRM18\171223_SESW_200

**DESCHUTES COUNTY
SEC.25 T15S R12E**

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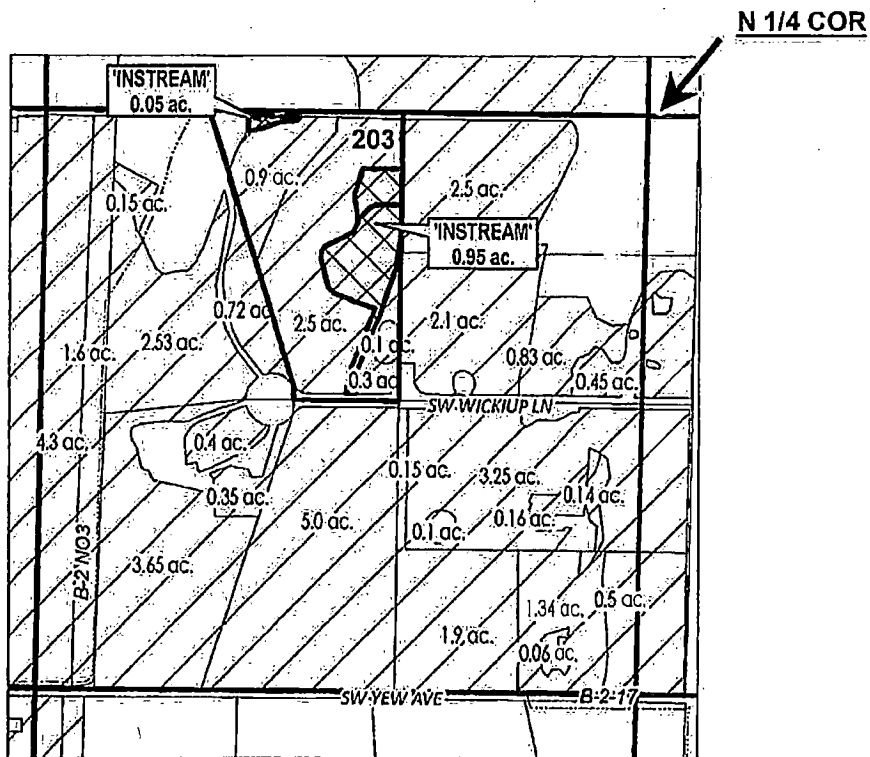
SCALE - 1" = 400'

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Salem, OR

NE 1/4 OF THE NW 1/4



	INSTREAM LANDS
	EXISTING WATER RIGHTS



APPLICATION FOR 1 YEAR INSTREAM LEASE

NAME: Wittmer, Matthew/Lana

TAXLOTS #: 203

1.0 ACRES

DATE: 02/26/2019

FILE: \\TRANSFER\INSTREAM\INSTRM18\171223_SESW_200

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Central Oregon Irrigation District			
IL-2019-04			
Water Right Changes for Instream Map			
TRS	QQ	AC	OWRD#
151319	SENW	4.45 ac EXITED	T-10391
151308	NWSW	1.2 ac EXITED	T-11921
151308	NWSW	0.50 ac EXITED	T-10508
151308	NWSW	1.0 ac OFF	T-10741
151308	NWSW	2.0 ac OFF	T-12210
151308	NWSW	0.50 ac OFF	T-11172
151308	NWSW	1.00 ac OFF	T-10506
151308	NWSW	5.60 ac EXITED	T-10826
161235	NWSW	0.50 ac OFF	T-11949
161235	NWSW	0.60 ac OFF	T-10710
161235	NWSW	1.80 ac ON	T-10710
161235	SWSW	1.54 ac OFF	T-11950
161235	SWSW	1.04 ac OFF	T-11949
161235	SWSW	1.54 ac ON	T-11949
161235	SWSW	1.3 ac ON	T-10710
161235	SWSW	2.5 ac OFF	T-10710
141317	SWNW	0.10 ac OFF	T-13089
141317	SWNW	0.05 ac OFF	T-10155
141317	SWNW	0.59 ac ON	T-10155
151318	NESW	1.14 ac OFF	T-9836
151318	NESW	0.46 ac OFF	T-12806
141322	SWSE	0.50 ac ON	T-11703
141322	SWSE	0.10 ac OFF	T-12806
151235	SESE	0.45 ac EXITED	T-10826
151235	SESE	0.15 ac OFF	T-10290
141313	SWNW	1.27 ac ON	T-10872
151225	NENW	1.60 ac ON	T-10389
151225	NENW	0.15 ac OFF	T-11172
151225	NENW	0.45 ac OFF	T-9836
151225	NENW	0.75 ac OFF	T-10478
151225	NENW	0.83 ac ON	T-10478