



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 #	<u>IL-1804</u>
	District #	<u>IL-20-07</u>

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

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Part 2 – Completed District and Other Party Signature Page

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Part 3 – Completed Place of Use and Lessor Signature Page
 (Include a separate **Part 3** for each Lessor.)

Salem, OR

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: 94956

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.

Part 2 of 4 – District and other party Signature

Term of the Lease: The lease is requested to begin in: <u>month April year 2020</u> and end: <u>month October year 2020</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.


 Signature of Co-Lessor

Date: 1/3/20

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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

 Signature of Lessee

Date: _____

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**

Gen Hubert
Signature of Lessee

Date: 4/6/2020

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**

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

Page 2

↑ Pre-scanned DRC Signature Page to be used/inserted into COLD Instream Leases ↑

Gen Hubert

I agree to the terms and conditions of this lease.
 I agree to the terms and conditions of this lease.
 I agree to the terms and conditions of this lease.
 I do not agree to the terms and conditions of this lease.
 I do not agree to the terms and conditions of this lease.
 I do not agree to the terms and conditions of this lease.

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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.

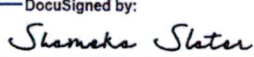
Water Right #	Priority Date	POD #	Twp	Rng	Sec	Q-Q	Tax Lot	Gov't Lot/DLC #	Acres	Use	Page #	Previous Lease #
94956	10/31/1900	1	18 S	13 E	12	SE SE	701		9.40	Irrig	48	NA
94956	10/31/1900	1	18 S	13 E	12	SW SE	701		0.24	Irrig	48	NA

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:

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.

DocuSigned by:

 _____ Date: 2/28/2020
 AF51BC196 Signature of Lessor

Printed name (and title): Shameka Slater - POA Business name, if applicable: Cascade Funding RM1 Alt Holdings, LLC
 Mailing Address (with state and zip): 1140 Ave. 7th Floor, New York, NY 10036
 Phone number (include area code): _____ **E-mail address: _____

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EXHIBIT C

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Deschutes River Conservancy Instream Leasing Program

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

Signature:  Date: 2/28/2020
AF51BC198D734F3...

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

SPECIAL AND LIMITED POWER OF ATTORNEY
AND RELATED COVENANTS

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KNOW ALL MEN BY THESE PRESENTS:

Salem, OR

For good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned **Kenneth Nick** as **Authorized Person** of Cascade Funding RM1 Alternative Holdings, LLC ("**Principal**"), located at c/o Waterfall Asset Management, 1140 Avenue of the Americas, 7th Floor, New York, NY 10036, does herein constitute, appoint, authorize and empower Compu-Link Corporation, dba Celinek (the "**Attorney-in-Fact**") in the name, place and stead of Principal with respect to the Loans and related Mortgaged Property and REO Property serviced by the Attorney-in-Fact on behalf of Cascade Funding RM1 Alternative Holdings, LLC pursuant to that certain Servicing Agreement dated July 6, 2018, by and among the Attorney-in-Fact, as Servicer, Cascade Funding RM1 Acquisitions Grantor Trust, , and several other parties (the "**Servicing Agreement**"). The Attorney-in-Fact and Principal together are the "**Parties.**" Capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed to such terms in the Servicing Agreement.

The Attorney-in-Fact is hereby authorized, and empowered, as follows with respect to the Loans and related Mortgaged Property and REO Property subserviced by the Attorney-in-Fact pursuant to the Servicing Agreement:

- (i) To execute, acknowledge, seal and deliver deed of trust/mortgage note endorsements, lost note affidavits, assignments of deed of trust/mortgage and other recorded documents, satisfactions/releases/reconveyances of deed of trust/mortgage, subordinations and modifications, assumptions, tax authority notifications and declarations, deeds, bills of sale, and other instruments of sale, conveyance, and transfer, appropriately completed, with all ordinary or necessary endorsements, acknowledgments, affidavits, and supporting documents as may be necessary or appropriate to affect their execution, delivery, conveyance, recordation or filing provided that such action does not adversely affect the lien of the Mortgage or as insured.
- (ii) To execute and deliver insurance filings and claims, affidavits of debt, substitutions of trustee, substitutions of counsel, non-military affidavits, notices of sale, notices of rescission, foreclosure deeds, substitutions of trustee under deeds of trust, transfer tax affidavits, affidavits of merit, verifications of complaints, notices to quit, bankruptcy declarations for the purpose of filing motions to lift stays, other actions and execution of documents necessary to protect the interest of Principal in any bankruptcy or similar proceeding, and other documents or notice filings on behalf of Principal in connection with insurance, foreclosure, bankruptcy and eviction actions.
- (iii) To pursue any deficiency, debt or other obligation, secured or unsecured, including but not limited to those arising from foreclosure or other sale, promissory note or check. This power also authorizes the Attorney-in-Fact to collect, negotiate or otherwise settle any deficiency claim, including interest and attorney's fees.

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- (iv) To endorse any checks or other instruments received by the Attorney-in-Fact and made payable to Principal.
- (v) To endorse, execute or deliver any and all documents or instruments of mortgage satisfaction or cancellation, or of partial or full release or discharge, and all other comparable instruments with respect to the Loans including, without limitation, the recording or filing with the appropriate public officials of such documents or instruments and the endorsement and deposit of any such documents or instruments in connection with the foreclosure of any Loan, or the bankruptcy or receivership of a Mortgagor.
- (vi) To execute, acknowledge, seal and deliver any and all documents, deeds, transfers, tax declarations, certificates, escrow instructions, bills of sale, closing statements and any other documents or instruments whatsoever which are necessary, appropriate, or required to transfer, sell or convey real property that constitutes REO Property or to effect evictions from such REO Property.
- (vii) To do any other act or complete any other document that arises in the normal course of servicing the Loans and related REO Property.
- (viii) To perform any and all such other acts of any kind and nature whatsoever that are necessary and prudent to service the Loans and related REO Property, including without limitation, delegating the authority granted herein to third parties, including but not limited to law firms or trust companies and each of their officers, directors, employees, agents and assigns.

This Special and Limited Power of Attorney and Related Covenants (the “**Power of Attorney**”) is coupled with an interest.

The appointment of the Attorney-in-Fact is to be construed and interpreted as a limited power of attorney. The enumeration of specific items, rights, acts, of powers herein is not intended to, nor does it give rise to, and it is not to be construed as, a general power of attorney. This Power of Attorney is not intended to extend the powers granted to the Attorney-in-Fact under the Servicing Agreement or to allow the Attorney-in-Fact to take any actions with respect to Mortgages or Notes not authorized by the Servicing Agreement.

Principal covenants and agrees that it shall, from time to time after the date hereof, at the request of the Attorney-in-Fact, execute instruments confirming all of the foregoing authority of the Attorney-in-Fact. The foregoing shall not be deemed to be breached by reason of any action or omission of the Attorney-in-Fact appointed hereunder.

The limited power of attorney granted herein shall commence as of the date of execution hereof and shall continue in full force and effect until terminated, in writing, by Principal.

Unless a third party has received notice that this Power of Attorney has been terminated by Principal, such third party may rely upon the exercise of the power granted herein. For the avoidance of doubt, this provision is not a waiver of any claims that Principal may have against the Attorney-in-Fact for any unlawful or

improper use of this Power of Attorney by the Attorney-in-Fact.

No director, officer, employee or agent of the Attorney-in-Fact shall be individually liable to Principal for taking any action or for refraining to take any action in good faith or for errors in judgment with respect to this Power of Attorney. In addition, in the event the Attorney-in-Fact is entitled to indemnification hereunder, the officers, directors, employees, and agents of the Attorney-in-Fact shall also be entitled to indemnification hereunder to the same extent and under the same circumstances as the Attorney-in-Fact.

THIS POWER OF ATTORNEY SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MICHIGAN AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES HEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH SUCH LAWS.

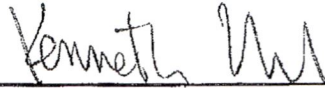
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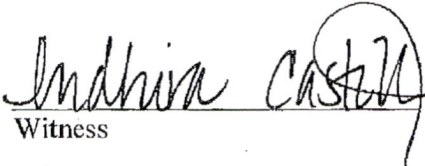
Salem, OR

IN WITNESS WHEREOF, Principal has caused this instrument to be signed by its duly authorized officer on this 4th day of January 2019.

Cascade Funding RMI Alternative Holdings,
LLC

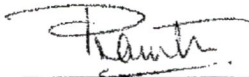


Name: Kenneth Nick
Title: Authorized Person



Witness

Indhira Castello
Printed Name



Witness

POOJITHA MANTHA
Printed Name

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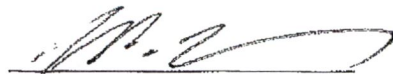
Salem, OR

NOTARY ACKNOWLEDGEMENT

State of New York

County of New York

On the 4th day of January in the year 2019 before me, the undersigned, a Notary Public in and for said State, personally appeared, Kenneth Nick, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



Notary Signature

Prepared by: Celinek
After recording return to:
Celinek
PO Box 40724
Lansing, MI 48901

MARC A. LEDESMA
NOTARY PUBLIC STATE OF NEW YORK
NO. 02LE607466E
QUALIFIED IN NEW YORK COUNTY 22
COMMISSION EXPIRES MAY 20, 2022

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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.

Table with 13 columns: Water Right #, Priority Date, POD #, Twp, Rng, Sec, Q-Q, Tax Lot, Gov't Lot/DLC #, Acres, Use, Page #, Previous Lease #. Row 1 contains handwritten data: 99956, 10/31/1900, 1, 17 S, 13 E, 30, NW, NW, 200, 16.70, Irrig, 40, 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:

- 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: Hans Christiansen Date: 2/12/20

Printed name (and title): Hans Christiansen Business name, if applicable: _____
Mailing Address (with state and zip): 2717 SE Hill St. Prineville, OR 97754
Phone number (include area code): 541-447-1375 **E-mail address: hcca1977@aol.com

Signature of Lessor: Hans Christiansen Date: 2/12/20

CHELY CHRISTIANSEN
Cheryl Christiansen 2/12/20

Printed name (and title): Hans Christiansen Business name, if applicable: _____
Mailing Address (with state and zip): 2717 SE Hill St. Prineville, OR 97754
Phone number (include area code): 541-447-1375 **E-mail address: hcca1977@aol.com

EXHIBIT C

Received by OWRD

**Deschutes River Conservancy
Instream Leasing Program**

APR 07 2020

**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.

HANS CHRISTIANSEN

I, CHERYL CHRISTIANSEN understand the DRC weed policy and have

Print Name

been informed about farm deferral and donations.

Hans Christensen 2/12/20

Signature: Cheryl Christensen Date: 2/12/20

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)

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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 #
9956	10/31/1900	1	15 S	15 E	18	NE SE	500		0.45	Irrig	29	NA

Any additional information about the right: _____

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

William J. Nugent
 Signature of Lessor

Date: 2/18/20

Printed name (and title): William Nugent Business name, if applicable: DeBaca Land and Cattle, LLC

Mailing Address (with state and zip): 2224 NE Barnes Butte Rd, Prineville, OR 97754

Phone number (include area code): 928-699-0162 **E-mail address: wlnugent48@gmail.com

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Salem, OR

EXHIBIT C

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**Deschutes River Conservancy
Instream Leasing Program**

APR 07 2020

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

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

Signature: Wm L. Nugent Date: 2/18/20

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

OREGON SECRETARY OF STATE

[HOME](#) [business information center](#) [business name search](#) [oregon business guide](#)
[referral list](#) [business registry/renewal](#) [forms/fees](#) [notary public](#)
[uniform commercial code](#) [uniform commercial code search](#) [documents & data services](#)

Business Name Search

[New Search](#)

[Printer Friendly](#)

Business Entity Data

02-17-2020
15:03

Registry Nbr	Entity Type	Entity Status	Jurisdiction	Registry Date	Next Renewal Date	Renewal Due?
1077378-92	FLLC	ACT	ARIZONA	01-15-2015	01-15-2021	
Entity Name DEBACA LAND & CATTLE, LLC						
Foreign Name						

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Associated Names

APR 07 2020

Type	PPB	PRINCIPAL PLACE OF BUSINESS				Salem, OR
Addr 1	20243 N 103RD WAY					
Addr 2						
CSZ	SCOTTSDALE	AZ	85255	Country	UNITED STATES OF AMERICA	

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

Type	AGT	REGISTERED AGENT	Start Date	01-15-2015	Resign Date
Name	WILLIAM	L	NUGENT		
Addr 1	2224 NE BARNES BUTTE RD				
Addr 2					
CSZ	PRINEVILLE	OR	97754	Country	UNITED STATES OF AMERICA

Type	MAL	MAILING ADDRESS			
Addr 1	4653 CARMEL MTN RD STE 308-221				
Addr 2					
CSZ	SAN DIEGO	CA	92130	Country	UNITED STATES OF AMERICA

Type	MGR	MANAGER	Resign Date
Name	SHANNON	R	NUGENT
Addr 1	4653 CARMEL MTN RD		
Addr 2	208-331		
CSZ	SAN DIEGO	CA	92130
Country	UNITED STATES OF AMERICA		

[New Search](#)

[Printer Friendly](#)

Name History

Business Entity Name	Name	Name	Start Date	End Date

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 #
97750	10/31/1900	1	15	S	14	E	23	SW	SE	901		1.95	Irrig	25	IL-1657
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.

Carol France Date: 3/6/2020
Signature of Lessor

Printed name (and title): Carol Ann France Business name, if applicable: _____
Mailing Address (with state and zip): 5909 S. Williams Rd. Powell Butte, OR 97753
Phone number (include area code): 541-550-6084 **E-mail address: _____

Received by OWRD

APR 07 2020

Salem, OR

EXHIBIT C

**Deschutes River Conservancy
Instream Leasing Program**

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

Received by OWRD

APR 07 2020

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

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

Signature: Carol France Date: 3/6/2020

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.

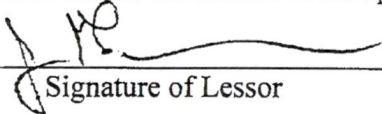
Water Right #	Priority Date	POD #	Twps	Rng	Sec	Q-Q	Tax Lot	Gov't Lot/DLC #	Acres	Use	Page #	Previous Lease #
94956/76714	1900/1913	1	17 S	12 E	24	NE NE	101		6.02	Irrig	37	

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: 3/19/20

Printed name (and title): Joshua Gordon Business name, if applicable: _____
 Mailing Address (with state and zip): 63135 Dickey Rd, Bend, OR 97701
 Phone number (include area code): 541-678-2791 **E-mail address: joshgordonn32@hotmail.com

Received by OWRD

 APR 07 2020

 Salem, OR

EXHIBIT C

Received by OWRD

**Deschutes River Conservancy
Instream Leasing Program**

APR 07 2020

**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


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

Signature:  Date: 3/19/2020

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 #
9793L	10/31/1900	1	17 S	13 E	28	NW SW	103		0.75	Irrig	40	IL-1609

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.

Signature of Lessor

Date: 3/10/2020

Printed name (and title): Sean Lakin

Business name, if applicable: _____

Mailing Address (with state and zip): 62575 Waugh Rd, Bend, OR 97701

Phone number (include area code): 541-610-6565 **E-mail address: hl2bow@yahoo.com

Received by OWRD

APR 07 2020

Salem, OR

APR 07 2020

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

Signature:  Date: 3/10/2020

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 #
94956	10/31/1900	1	17	S	14	E	24	NW	NW	400		23.0	Irrig	43	IL-1728

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: 3-23-20

Printed name (and title): Robert Littleton Business name, if applicable: Littleton Family Trust

Mailing Address (with state and zip): 26450 Horsell Rd, Bend, OR 97701

Phone number (include area code): 541-389-7857 **E-mail address: rick_kmr@cbbmail.com

Received by OWRD

APR 07 2020

Salem, OR

EXHIBIT C

Received by OWRD

**Deschutes River Conservancy
Instream Leasing Program**

APR 07 2020

**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


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

Signature:  Date: 3-23-20

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

LITTLETON FAMILY TRUST AGREEMENT

DATE: December 29, 2017

SETTLORS: ROBERT C. LITTLETON
JULIE KIZER LITTLETON

TRUSTEES: ROBERT C. LITTLETON
JULIE KIZER LITTLETON

Received by OWRD

APR 07 2020

Salem, OR

ARTICLE 1

TRUST

1.1 DECLARATION OF TRUST. We, Robert C. Littleton and Julie Kizer Littleton, aka Julie A. Kizer, as settlors, establish a trust with Robert C. Littleton and Julie Kizer Littleton ("our trustee"), as trustees. Any prior trust or will is hereby revoked. All property which is made subject to this trust shall be held, administered, and distributed in accordance with this agreement.

1.2 NAME OF TRUST. This trust may be called the Littleton Family Trust.

1.3 TRUST PROPERTY. The trust estate shall consist initially of the property described on Schedules A, B, and C. Each of us owns our separate property as identified on Exhibits A and B made a part of our Prenuptial Agreement dated April 12, 2011, subject to the terms of the Agreement, and an undivided one-half of any joint property as defined in our Premarital Agreement. As a result, each of us shall continue to own our respective interest in any amounts of trust principal or income consistent with the terms of the Prenuptial Agreement. Schedule "A" describes the separate property of settlor Robert C. Littleton. Schedule "B" describes the separate property of Julie Kizer Littleton. Any other property transferred to our trustee shall now be owned by us as tenants in common, with each of us owning an undivided one-half interest in each trust asset regardless of which of us contributed the asset to the trust and regardless of the asset's prior form of ownership. Schedule "C" describes the property owned jointly. Any trust property not listed on Schedules "A", "B" or "C" shall be treated as though the property was described on Schedule "C." Our trustee acknowledges receipt of this property and agrees to treat the property as part of the trust estate and administer the same pursuant to this agreement.

1.4 ADDITIONS TO TRUST. Our trustee may receive other property that is transferred by will or otherwise to our trustee by us or by any other person. Our trustee shall have the sole discretion to accept additions to the trust.

1.5 REVOCATION OR WITHDRAWAL. We reserve the right to revoke this agreement or to withdraw all or any portion of the trust property by mutual consent. In addition, while both of us are alive and financially capable, either settlor shall have the exclusive right to

acquisition of property disposed of under this instrument, and no such person is the object of our donative intent. We do not intend that any present or future spouse, former spouse, or domestic partner of any beneficiary, particularly of a beneficiary who is a child or other descendant of ours, receive any direct or indirect benefit whatsoever from any property in our probate estates or our trust estate. These statements should be considered as clear and convincing evidence of our intent.

9.8 GOVERNING LAW. The validity and construction of this instrument shall be determined under Oregon law in effect on the date this instrument is signed. Oregon law shall continue to govern despite a change in the principal place of administration of any trust created under this instrument.

9.9 CAPTIONS. The captions are inserted for convenience only. They are not a part of this instrument and do not limit the scope of the section to which each refers.

This agreement is executed on this 29th day of December, 2017.

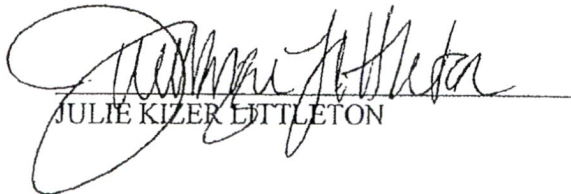
SETTLORS:

TRUSTEES:



ROBERT C. LITTLETON

ROBERT C. LITTLETON



JULIE KIZER LITTLETON

JULIE KIZER LITTLETON


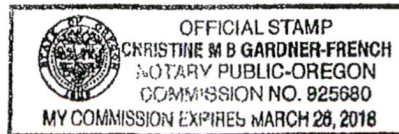
STATE OF OREGON)
) ss.
County of Deschutes)

This instrument was acknowledged before me on the 29th day of December, 2017 by ROBERT C. LITTLETON and JULIE KIZER LITTLETON as settlors and ROBERT C. LITTLETON and JULIE KIZER LITTLETON as trustees.

Received by OWRD

APR 07 2020

Salem, OR


Notary Public for Oregon

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 #
94956	10/31/1900	1	18 S	12 E	02	SW SE	1202		1.50	Irrig	75	IL-1658

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.

Thomas Lomax Date: 2/24/20
Signature of Lessor

Printed name (and title): Thomas Lomax Business name, if applicable: _____
Mailing Address (with state and zip): 21470 Stevens Rd. Bend, OR 97702
Phone number (include area code): 541-419-3439 **E-mail address: lomaxtb@gmail.com

Elizabeth Lomax Date: 2/24/20
Signature of Lessor

Printed name (and title): Elizabeth Lomax Business name, if applicable: _____
Mailing Address (with state and zip): 21470 Stevens Rd. Bend, OR 97702
Phone number (include area code): 541-419-3439 **E-mail address: lomaxtb@gmail.com

Received by OWRD

APR 07 2020

Salem, OR

EXHIBIT C

Received by OWRD

**Deschutes River Conservancy
Instream Leasing Program**

APR 07 2020

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

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

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

Signature: Tom Lomax Date: 2/24/20

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 #
94956	10/31/1900	1	15	S	15	E	30	NE	NE	106		4.0	Irrig	30	IL-1715
94956	10/31/1900	1	15	S	15	E	30	NW	NE	106		11.3	Irrig	30	IL-1715

Any additional information about the right: _____

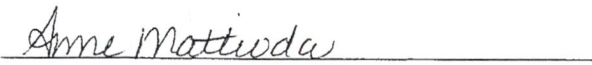
Farm Deferral Tax Status: Counties make the determination of whether a property qualifies for the farm use assessment without consideration of whether the lands have an associated water right which is leased instream. If you have questions regarding the farm use assessment you should contact your local 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: 3/23/2020
Signature of Lessor

Printed name (and title): Marc Mattioda Business name, if applicable: _____
Mailing Address (with state and zip): PO Box 83, Powell Butte, OR 97753
Phone number (include area code): 541-447-1412 **E-mail address: ramblin.quilter@yahoo.com

 Date: 3/23/2020
Signature of Lessor

Printed name (and title): Anne Mattioda Business name, if applicable: _____
Mailing Address (with state and zip): PO Box 83, Powell Butte, OR 97753
Phone number (include area code): 541-447-1412 **E-mail address: ramblin.quilter@yahoo.com

Received by OWRD

APR 07 2020

Salem, OR

EXHIBIT C

Received by OWRD

**Deschutes River Conservancy
Instream Leasing Program**

APR 07 2020

Salem, OR

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

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

Signature:  Date: 3/23/2020

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

Received by OWRD

APR 07 2020

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

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.

Table with 13 columns: Water Right #, Priority Date, POD #, Twp, Rng, Sec, Q-Q, Tax Lot, Gov't Lot/DLC #, Acres, Use, Page #, Previous Lease #. Row 1 contains handwritten data: 9996, 10/31/1900, 1, 17 S, 14 E, 23 SE NE, 1000, 0.30, Irrig, 73, 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.

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 Michael J Palmer Date: 2/13/20

Printed name (and title): Michael Palmer Business name, if applicable: Michael J & Laura A. Palmer Revocable Trust
Mailing Address (with state and zip): 26345 Horsell Rd, Bend, OR 97701
Phone number (include area code): 775-790-4821 **E-mail address: mpalmerdvm@aol.com

Signature of Laura Palmer Date: 2/13/20

Printed name (and title): Laura Palmer Business name, if applicable: Michael J & Laura A. Palmer Revocable Trust
Mailing Address (with state and zip): 26345 Horsell Rd, Bend, OR 97701
Phone number (include area code): 775-790-4821 **E-mail address: mpalmerdvm@aol.com

EXHIBIT C

Received by OWRD

**Deschutes River Conservancy
Instream Leasing Program**

APR 07 2020

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.

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

Signature: Michael J. Palmer Date: 2/13/20

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

**DESCHUTES COUNTY ASSESSOR
REAL PROPERTY ACCOUNT NAMES**

2/13/2020 2:02:40 PM

Account # 131800
Map
Owner MICHAEL J & LAURA A PALMER REV TRUST
PALMER, MICHAEL J CO-TTEE ET AL
26345 HORSELL RD
BEND, OR 97701

Name Type	Name	Ownership Type	Own Pct
OWNER	MICHAEL J PALMER & LAURA A PALMER REVOCABLE TRUST	OWNER	100.00
REPRESENTATIVE	PALMER, MICHAEL J	OWNER AS CO-TRUSTEE	
REPRESENTATIVE	PALMER, LAURA A	OWNER AS CO-TRUSTEE	

Received by OWRD

APR 07 2020

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

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 #
94956	10/31/1900	1	17	S	12	E	13	SW	NW	700		3.00	Irrig	35	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:

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.

Joyce Taylor
Signature of Lessor

Date: 2/27/2020

Printed name (and title): Joyce Carnes Taylor Business name, if applicable: _____
 Mailing Address (with state and zip): 61425 Brosterhaus Rd, Bend, OR 97702
 Phone number (include area code): 541-815-9206 **E-mail address: jcnd@bendbroadband.com

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APR 07 2020

Salem, OR

EXHIBIT C

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Salem, OR

**Deschutes River Conservancy
Instream Leasing Program**

**Policy Concerning Weeds & Instream Leases
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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, Joyce Taylor understand the DRC weed policy and have
Print Name
been informed about farm deferral and donations.

Signature: Joyce Taylor Date: 2/27/2020

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 #
94956	10/31/1900	1	18 S	12 E	01	NW NE	302		5.35	Irrig	45	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:

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.

Mary E Wallace

Date: Feb 10 20

Signature of Lessor

Printed name (and title): Mary Wallace Business name, if applicable: _____

Mailing Address (with state and zip): 2825 Neff Rd, Apt 137, Bend, OR 97701

Phone number (include area code): ~~541-704-5298~~ **E-mail address: _____

541-797-7059

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APR 07 2020

Salem, OR

EXHIBIT C

Received by OWRD

**Deschutes River Conservancy
Instream Leasing Program**

APR 07 2020

Salem, OR

**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, MARY E WALLACE understand the DRC weed policy and have
Print Name

been informed about farm deferral and donations.

Signature: Mary E Wallace Date: Feb-10-20

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

**DESCHUTES COUNTY ASSESSOR
REAL PROPERTY ACCOUNT NAMES**

2/7/2020 1:30:40 PM

Account # 109862
Map
Owner CARL & MARY WALLACE JOINT TRUST
C/O ISAAC & VALERIE TOLEDO (A)
21845 BEAR CREEK RD
BEND, OR 97701

Name Type	Name	Ownership Type	Own Pct
OWNER	CARL & MARY WALLACE JOINT TRUST	OWNER	100.00
REPRESENTATIVE	WALLACE, CARL R	OWNER AS CO-TRUSTEE	
REPRESENTATIVE	WALLACE, MARY E	OWNER AS CO-TRUSTEE	

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APR 07 2020

Salem, OR



Carl Raymond Wallace

Recommend

Tribute Wall

Obituary & Events

Plant a tree

Share

Share a memory

Click here to share a memory of Carl Raymond Wallace or send condolences to the family...

Photos/Video

Candle

Mementos

Post Now

Tribute Wall

Grid

List

Plant a tree in memory of Carl

An environmentally friendly option

Plant a tree



Funeral Home Owner

August 7, 2019



Like 0

Comment

Share



Laurie (York) Thompson



Dale and Nery

May 30, 2017

Auntie Mary, Your family is in our thoughts and prayers. The love that you and Uncle Carl showed to our family still echoes in the wonderful memories of living with my cousins on the farm. Thank you for a piece of childhood that helped make life that much sweeter.

Like 0

Comment

Share



Tribute Store

May 28, 2017



Peaceful White Lilies Basket was purchased for the family of Carl Raymond Wallace.



Wayne & Tess

May 28, 2017

Mary, Thinking of you and the family. I remember all the fun I had as a child, camping, playing on the farm and living at the Wallace home. You're family is in our prayers. All our love, Wayne and Tess Mohler

Received by OWRD

APR 07 2020

Salem, OR.

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 # 94956

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	1	Irrig	83.96	Season 1 Rate / Total Volume	1.039	823.13
10/31/1900	1	Irrig	83.96	Season 2 Rate	1.385	
10/31/1900	1	Irrig	83.96	Season 3 Rate	1.831	
12/02/1907	1	Irrig	83.96	Season 3 Rate	0.730	

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	1	Irrig	83.96	Season 1 Rate / Total Volume	0.577	457.62
10/31/1900	1	Irrig	83.96	Season 2 Rate	0.770	
10/31/1900	1	Irrig	83.96	Season 3 Rate	1.425	
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: _____						Received by OWRD



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 (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)	1.039		
Season 2 Rate (CFS)	1.385		
Season 3 Rate (CFS)	1.831	0.733	2.564
Duty (AF)			823.13

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Salem, OR

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 Billy Chinook	
Season 1 Rate (CFS)	0.577
Season 2 Rate (CFS)	0.770
Season 3 Rate (CFS)	1.425
Maximum Volume (AF)	457.62

NAME	ac
Cascade Funding RM1 Alt Holdings, LLC	9.40
Cascade Funding RM1 Alt Holdings, LLC	0.24
Christiansen, Hans/Cheryl	16.70
DeBaca Land and Cattle, LLC	0.45
France, Carol Ann	1.95
Gordon, Joshua	6.02
Lakin, Sean	0.75
Littleton Family Trust	23.00
Lomax, Thomas/Elizabeth	1.50
Mattioda, Marc/Anne	11.30
Mattioda, Marc/Anne	4.00
Michael J. & Laura A. Palmer Revocable Trust	0.30
Taylor, Joyce Carnes	3.00
Wallace, Mary	5.35
Total	83.96

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APR 07 2020

Salem, OR

DESCHUTES COUNTY SEC.12 T18S R13E

Received by OWRD

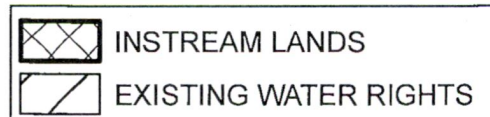
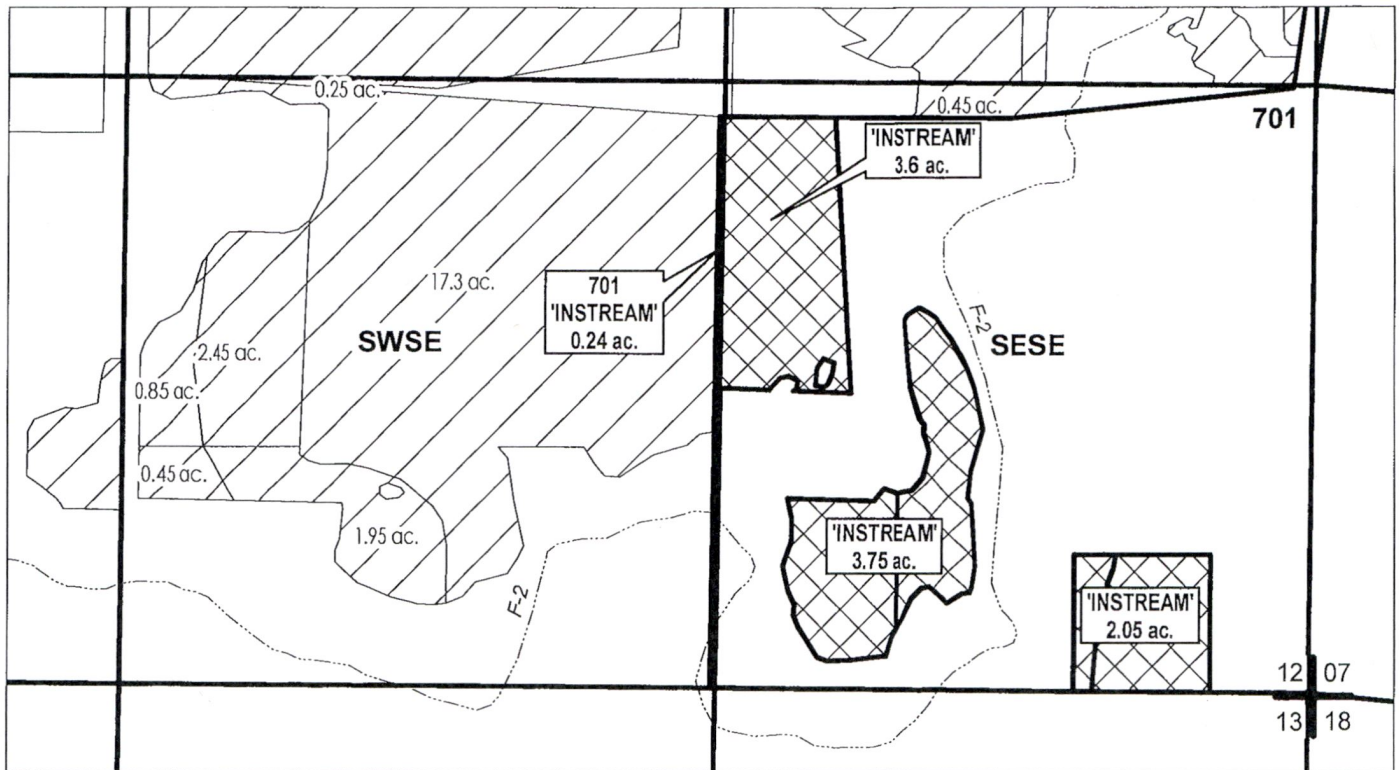
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APR 07 2020

Salem, OR



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



APPLICATION FOR 1 YEAR INSTREAM LEASE

NAME: Cascade Funding RM1 Alt Holdings, LLC

TAXLOTS #: 701

9.64 ACRES

DATE: 04/01/2020

**DESCHUTES COUNTY
SEC.30 T17S R13E**

Received by OWRD

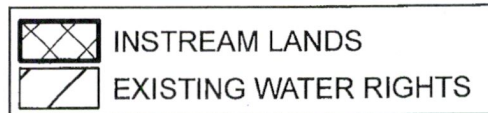
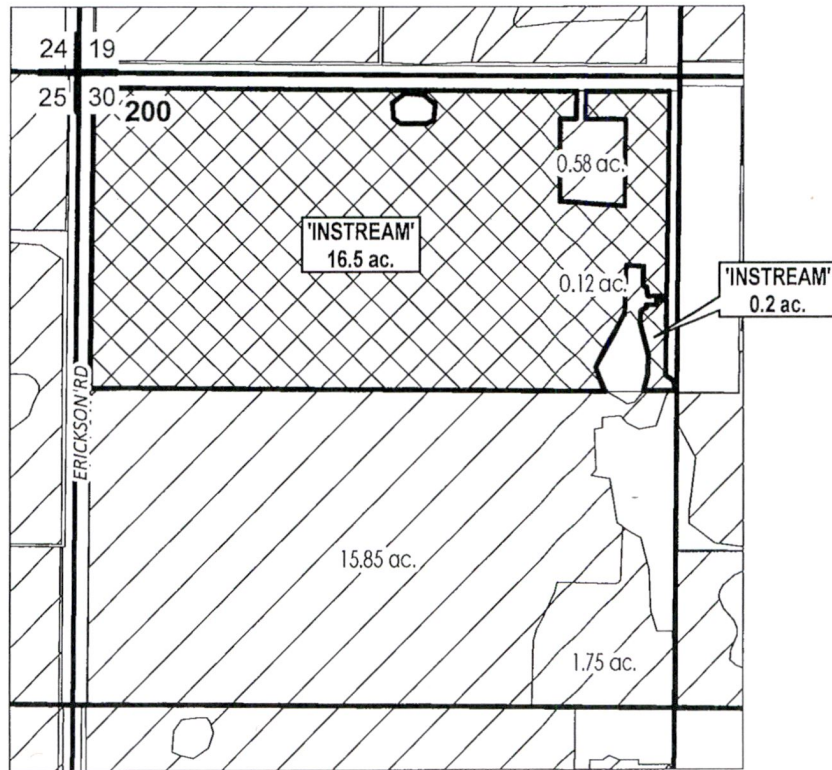
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APR 07 2020



Salem, OR

NW 1/4 OF THE NW 1/4



APPLICATION FOR 1 YEAR INSTREAM LEASE

NAME: Christiansen, Hans/Cheryl

TAXLOTS #: 200

16.7 ACRES

DATE: 02/25/2020

CROOK COUNTY SEC.18 T15S R15E

SCALE - 1" = 400'

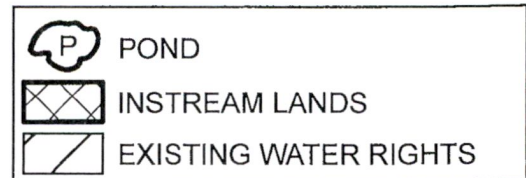
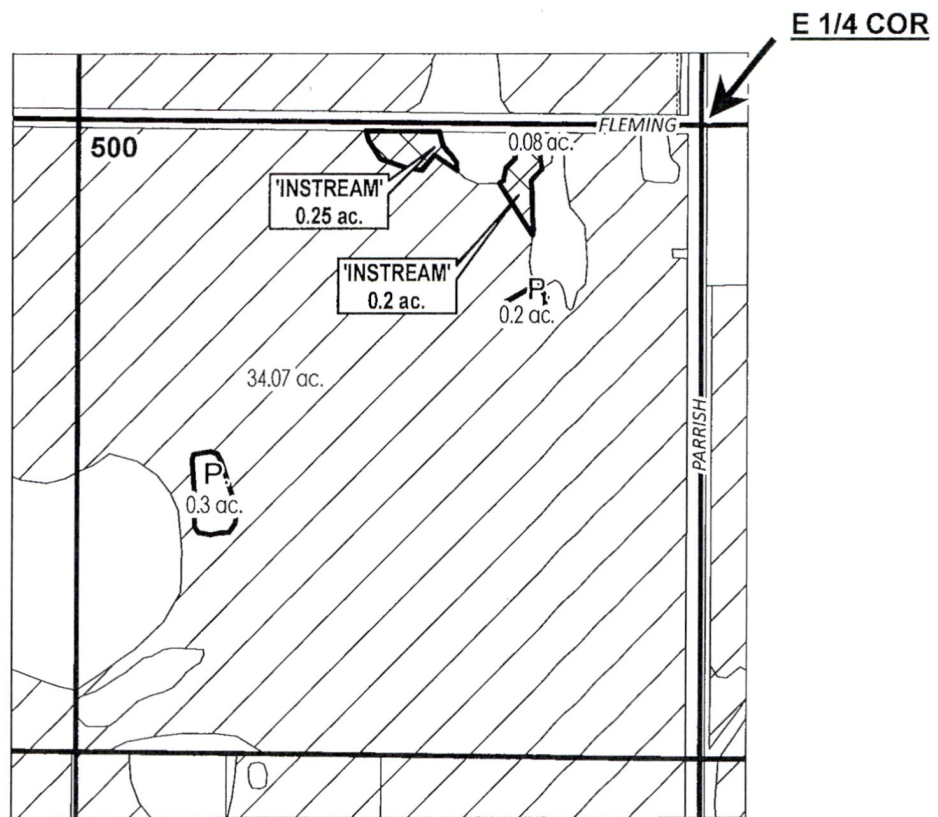


NE 1/4 OF THE SE 1/4

Received by OWRD

APR 07 2020

Salem, OR



APPLICATION FOR 1 YEAR INSTREAM LEASE

NAME: DeBaca Land and Cattle, LLC

TAXLOTS #: 500

0.45 ACRES

DATE: 03/30/2020

CROOK COUNTY SEC.23 T15S R14E

Received by OWRD

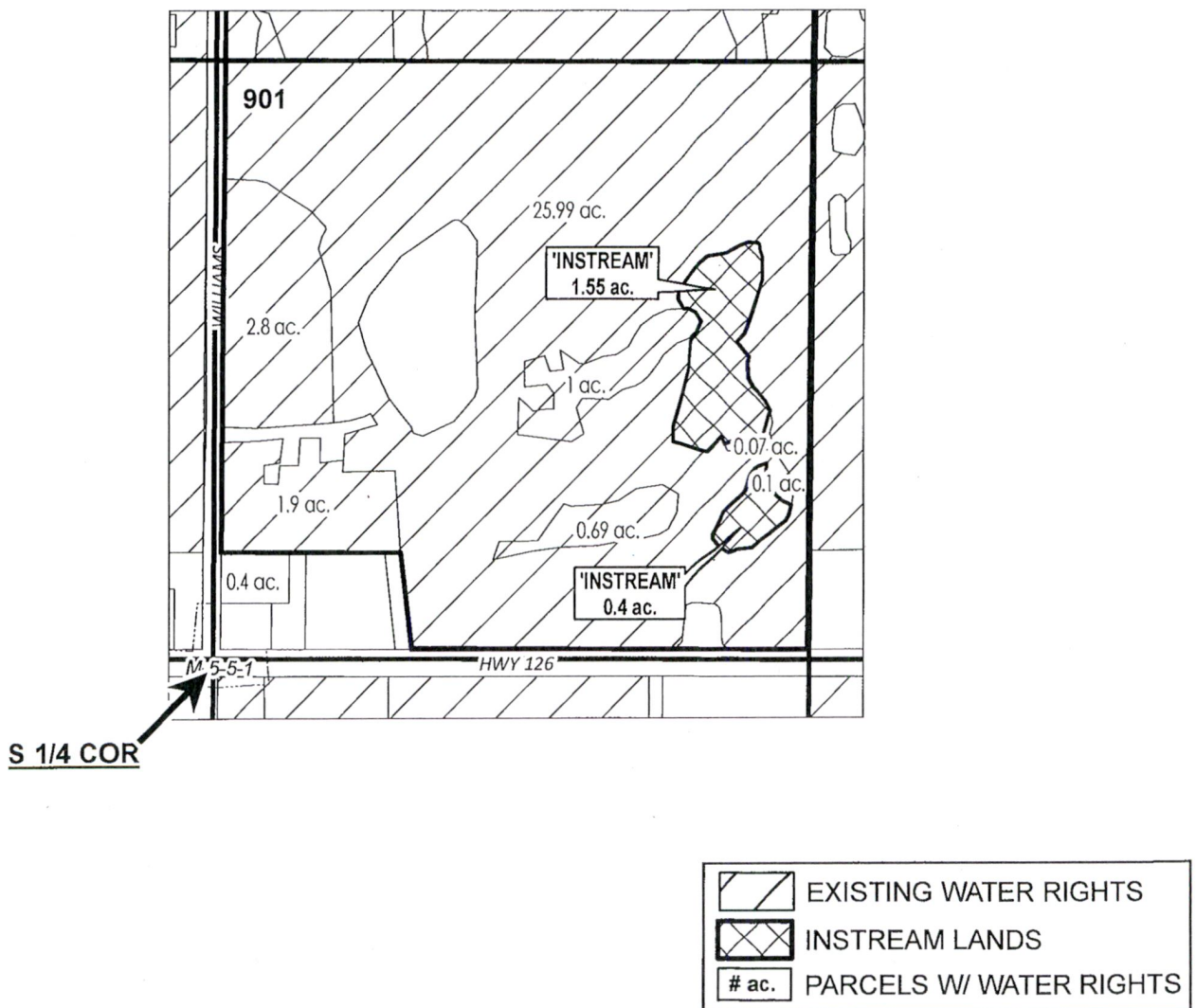
SCALE - 1" = 400'

APR 07 2020



Salem, OR

SW 1/4 OF THE SE 1/4



APPLICATION FOR 1 YEAR INSTREAM LEASE

NAME: France, Carol Ann

TAXLOT #: 901

1.95 ACRES

DATE: 04/01/2020

DESCHUTES COUNTY SEC.24 T17S R12E

Received by OWRD

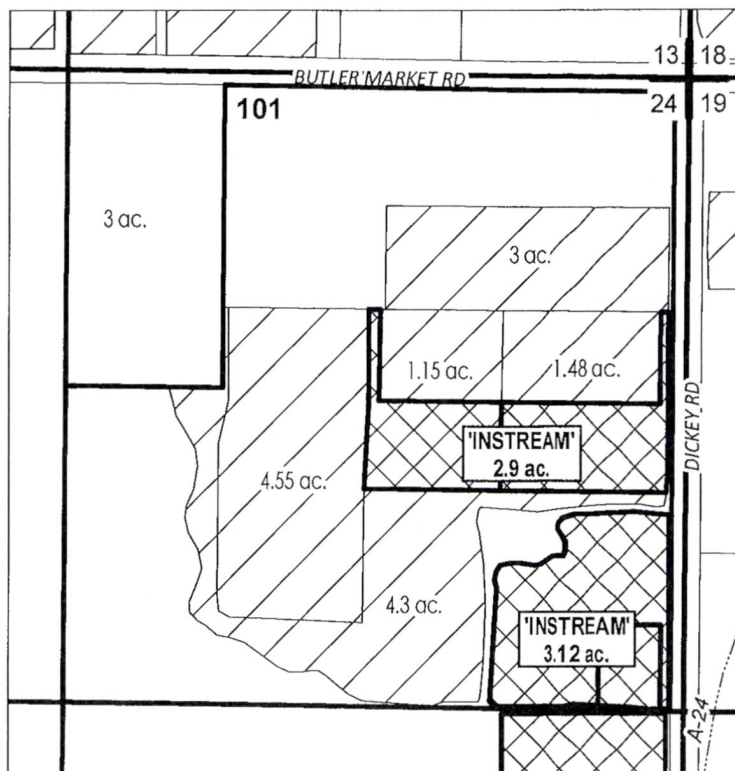
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APR 07 2020



Salem, OR

NE 1/4 OF THE NE 1/4



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



APPLICATION FOR 1 YEAR INSTREAM LEASE

NAME: Gordon, Joshua

TAXLOTS #: 101

6.02 ACRES

DATE: 03/30/2020

DESCHUTES COUNTY SEC.28 T17S R13E

Received by OWRD

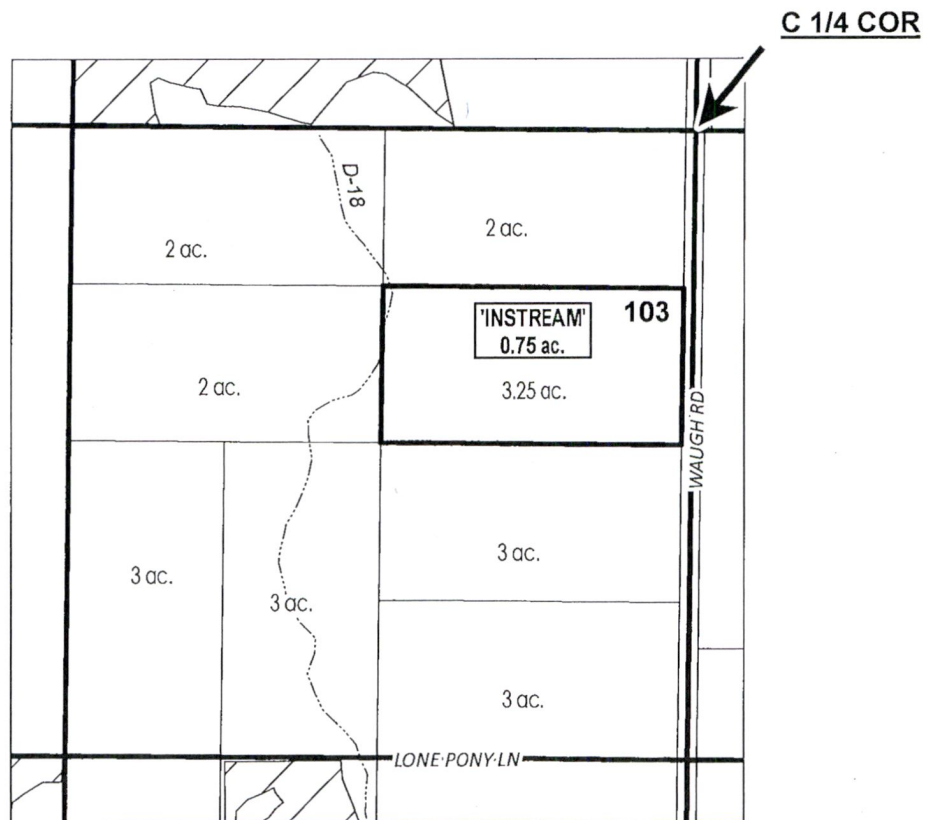
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APR 07 2020



Salem, OR

NE 1/4 OF THE SW 1/4



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



APPLICATION FOR 1 YEAR INSTREAM LEASE

NAME: Lakin, Sean

TAXLOTS #: 103

0.75 ACRES

DATE: 04/01/2020

DESCHUTES COUNTY SEC.24 T17S R14E

Received by OWRD

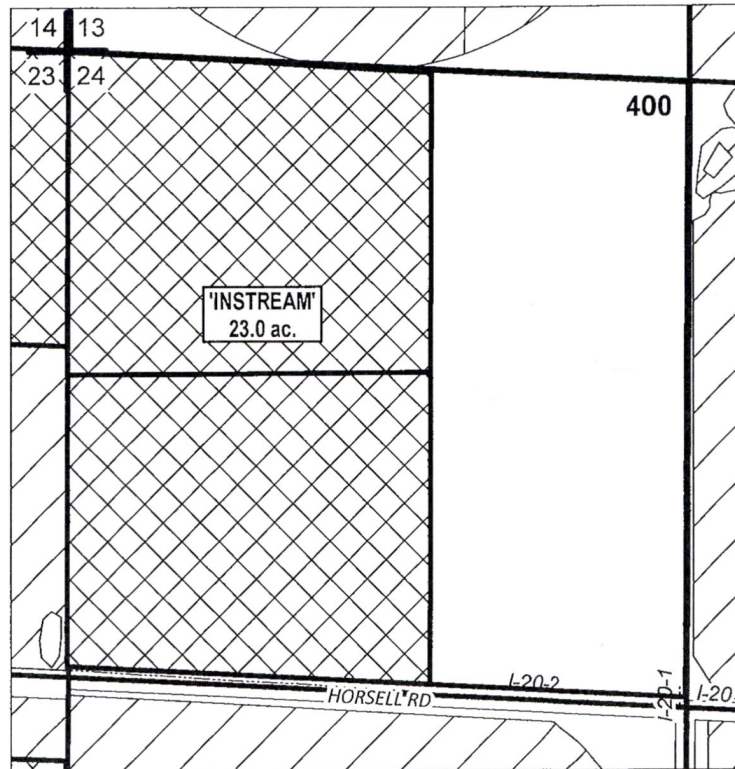
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
APR 07 2020

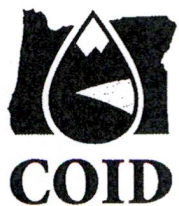


Salem, OR

NW 1/4 OF THE NW 1/4



	INSTREAM LANDS
	EXISTING WATER RIGHTS



APPLICATION FOR 1 YEAR INSTREAM LEASE

NAME: Littleton Family Trust

TAXLOTS #: 400

23.0 ACRES

DATE: 04/01/2020

DESCHUTES COUNTY SEC.02 T18S R12E

SCALE - 1" = 400'

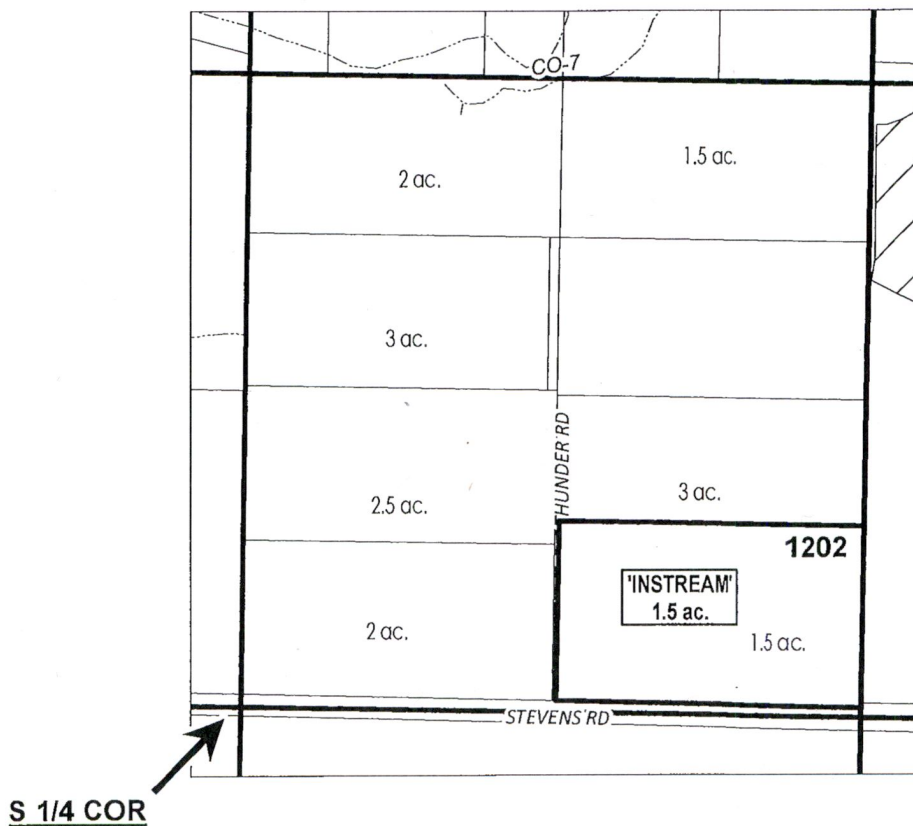


SW 1/4 OF THE SE 1/4

Received by OWRD

APR 07 2020

Salem, OR



ac. INSTREAM PARCELS

ac. PARCELS W/ WATER RIGHTS



APPLICATION FOR 1 YEAR INSTREAM LEASE

NAME: Lomax, Thomas/Elizabeth

TAXLOTS #: 1202

1.5 ACRES

DATE: 04/01/2020

CROOK COUNTY SEC.30 T15S R15E

Received by OWRD

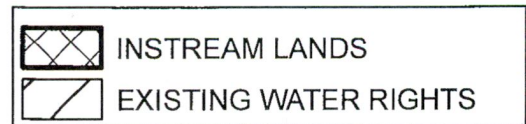
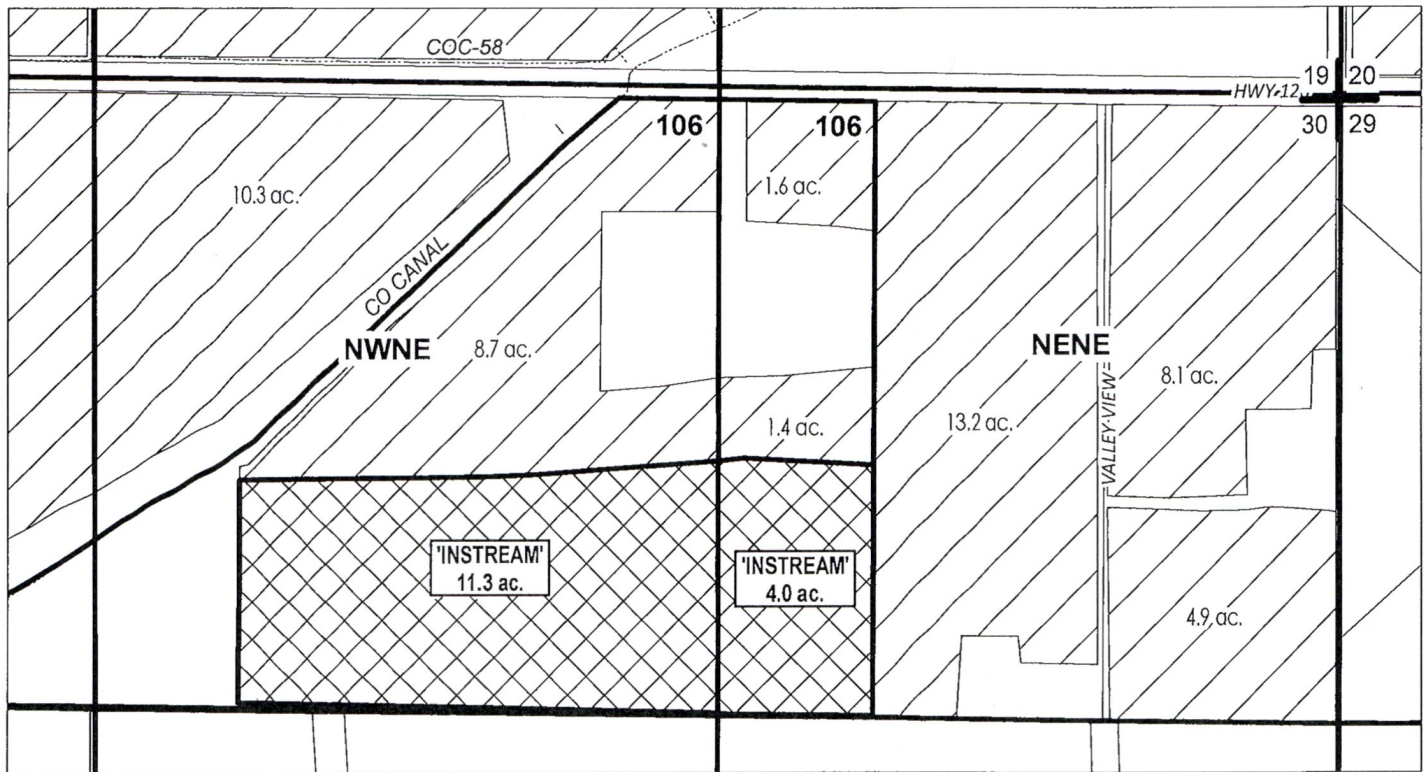
SCALE - 1" = 400'

APR 07 2020

Salem, OR



NW 1/4 OF THE NE 1/4; NE 1/4 OF THE NE 1/4



APPLICATION FOR 1 YEAR INSTREAM LEASE

NAME: Mattioda, Marc/Anne

TAXLOTS #: 106

15.3 ACRES

DATE: 04/02/2020

DESCHUTES COUNTY SEC.23 T17S R14E

Received by OWRD

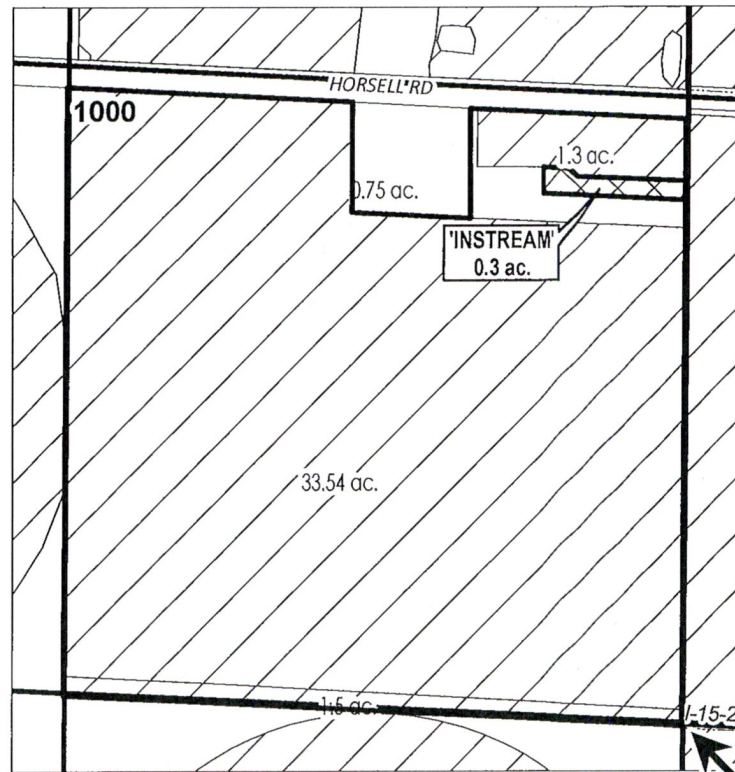
SCALE - 1" = 400'

APR 07 2020



Salem, OR

SE 1/4 OF THE NE 1/4



C 1/4 COR

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



APPLICATION FOR 1 YEAR INSTREAM LEASE

NAME: Michael J. & Laura A. Palmer Revocable Trust

TAXLOTS #: 1000

0.3 ACRES

DATE: 03/02/2020

DESCHUTES COUNTY SEC.13 T17S R12E

Received by OWRD

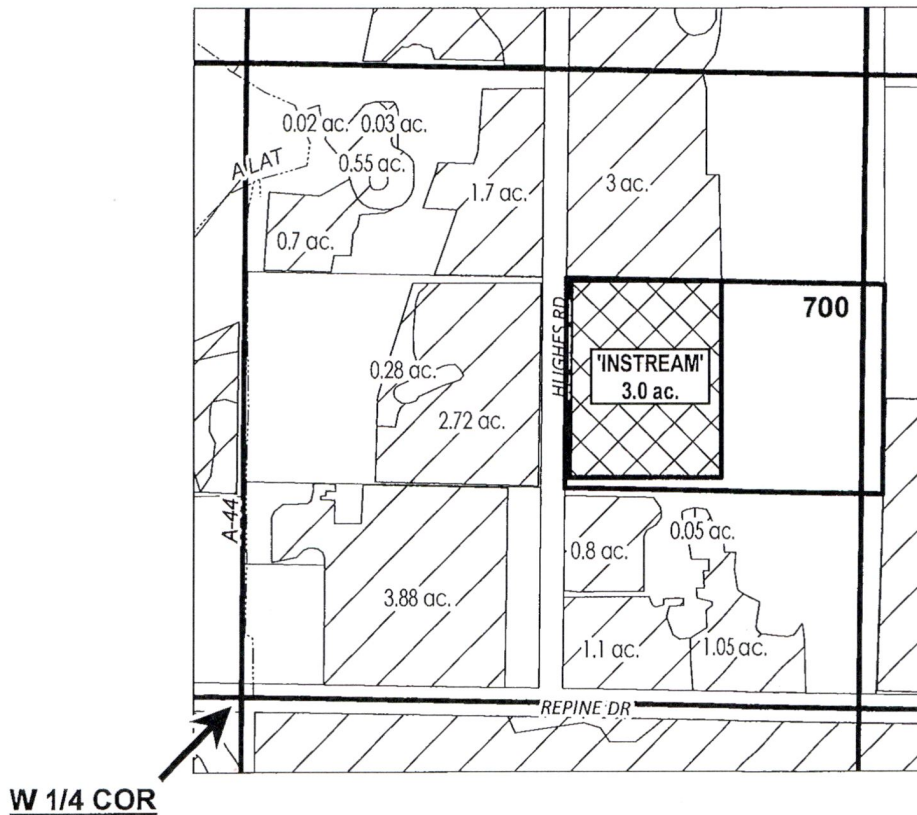
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APR 07 2020

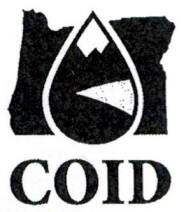


Salem, OR

SW 1/4 OF THE NW 1/4



	INSTREAM LANDS
	EXISTING WATER RIGHTS



APPLICATION FOR 1 YEAR INSTREAM LEASE

NAME: Taylor, Joyce Carnes

TAXLOTS #: 700

3.0 ACRES

DATE: 03/30/2020

DESCHUTES COUNTY SEC.01 T18S R12E

Received by OWRD

SCALE - 1" = 400'

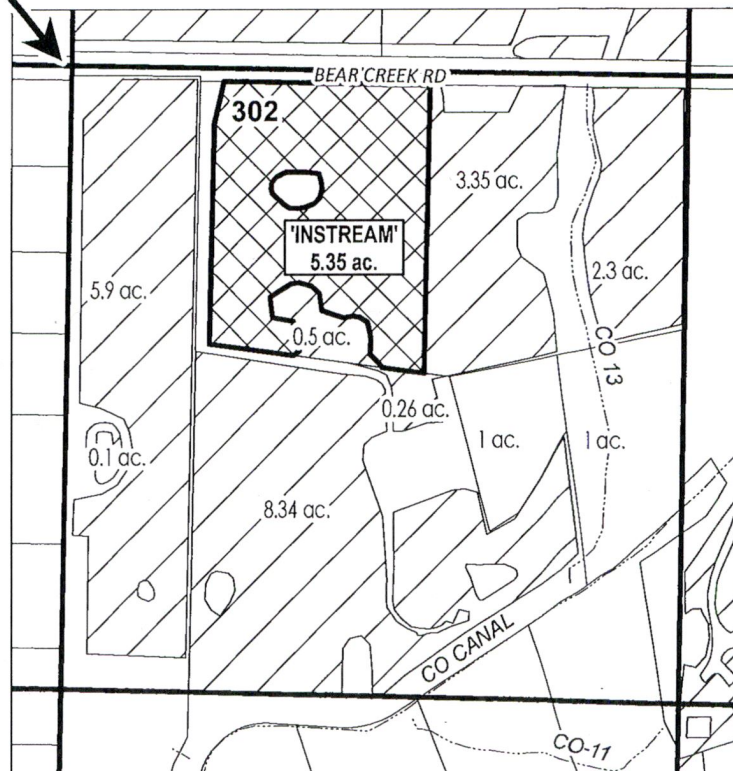
APR 07 2020

Salem, OR



NW 1/4 OF THE NE 1/4

N 1/4 COR



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



APPLICATION FOR 1 YEAR INSTREAM LEASE

NAME: Mary Wallace

TAXLOTS #: 302

5.35 ACRES

DATE: 04/01/2020