

**Application for Water Right  
Temporary or Drought Temporary Transfer  
Part 1 of 5 – Minimum Requirements Checklist**



**Oregon Water Resources Department**  
725 Summer Street NE, Suite A  
Salem, Oregon 97301-1266  
(503) 986-0900  
www.oregon.gov/OWRD

**This temporary transfer application will be returned if Parts 1 through 5 and all required attachments are not completed and included.**  
For questions, please call (503) 986-0900, and ask for Transfer Section.

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**FOR ALL TEMPORARY TRANSFER APPLICATIONS**

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

- Part 1 – Completed Minimum Requirements Checklist.
- Part 2 – Completed Temporary Transfer Application Map Checklist.
- Part 3 – Application Fee, payable by check to the Oregon Water Resources Department, and completed Fee Worksheet, page 3. Try the online fee calculator at: [http://apps.wrd.state.or.us/apps/misc/wrd\\_fee\\_calculator](http://apps.wrd.state.or.us/apps/misc/wrd_fee_calculator). If you have questions, call Customer Service at (503) 986-0801.
- Part 4 – Completed Applicant Information and Signature.
- Part 5 – Information about Transferred Water Rights: **How many water rights are to be transferred? 2 List them here: 7716, 48313**  
Please include a separate Part 5 for each water right. (See instructions on page 6)
- N/A For standard Temporary Transfer (one to five years) **Begin Year: 2021 End Year: 2025**
- N/A Temporary Drought Transfer (Only in counties where the Governor has declared drought)

**Attachments:**

- Completed Temporary Transfer Application Map.
- Completed Evidence of Use Affidavit and supporting documentation.
- Current recorded deed for the land **from** which the authorized place of use is temporarily being moved.
- N/A Affidavit(s) of Consent from Landowner(s) (if the applicant does not own the land upon which the water right is located.)
- N/A Supplemental Form D – For water rights served by or issued in the name of a district. Complete when the temporary transfer applicant is not the district.
- N/A Oregon Water Resources Department’s Land Use Information Form with approval and signature (or signed land use form receipt stub) from each local land use authority in which water is to be diverted, conveyed, and/or used. Not required if water is to be diverted, conveyed, and/or used only on federal lands or if **all** of the following apply: a) a change in place of use only, b) no structural changes, c) the use of water is for irrigation only, and d) the use is located within an irrigation district or an exclusive farm use zone.
- N/A Water Well Report/Well Log for changes in point(s) of appropriation (well(s)) or additional point(s) of appropriation (if necessary to convey water to the proposed place of use).

(For Staff Use Only)

**WE ARE RETURNING YOUR APPLICATION FOR THE FOLLOWING REASON(S):**

___ Application fee not enclosed/or is insufficient	___ Map not included or incomplete
___ Land Use Form not enclosed or incomplete	___ Part ___ is incomplete
___ Additional signature(s) required	Other/Explanation _____
Staff: _____ 503-986-0 _____	Date: <u>13696</u> - -



Part 2 of 5 – Temporary Transfer Application Map Checklist

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Your temporary transfer application will be returned if any of the map requirements listed below are not met.

Please be sure that the temporary transfer application map you submit includes all the required items and matches the existing water right map. Check all boxes that apply.

- N/A If **more than three** water rights are involved, separate maps are needed for each water right.
- Permanent quality printed with dark ink on good quality paper.
- The size of the map can be 8½ x 11 inches, 8½ x 14 inches, 11 x 17 inches, or up to 30 x 30 inches. For 30 x 30 inch maps, one extra copy is required.
- A north arrow, a legend, and scale.
- The scale of the map must be: 1 inch = 400 feet, 1 inch = 1,320 feet; the scale of the Final Proof/Claim of Beneficial Use Map (the map used when the permit was certificated); the scale of the county assessor map if the scale is not smaller than 1 inch = 1,320 feet; or a scale that has been pre-approved by the Department.
- Township, Range, Section, ¼ ¼, DLC, Government Lot, and other recognized public land survey lines.
- Tax lot boundaries (property lines) are required. Tax lot numbers are recommended.
- Major physical features including rivers and creeks showing direction of flow, lakes and reservoirs, roads, and railroads.
- Major water delivery system features from the point(s) of diversion/appropriation such as main pipelines, canals, and ditches.
- Existing place of use that includes separate hachuring for each water right, priority date, and use including number of acres in each quarter-quarter section, government lot, or in each quarter-quarter section as projected within government lots, donation land claims, or other recognized public land survey subdivisions. If less than the entirety of the water right is being changed, a separate hachuring is needed for lands left unchanged.
- N/A Proposed temporary place of use that includes separate hachuring for each water right, priority date, and use including number of acres in each quarter-quarter section, government lot, or in each quarter-quarter section as projected within government lots, donation land claims, or other recognized public land survey subdivisions.
- Existing point(s) of diversion or well(s) with distance and bearing or coordinates from a recognized survey corner. This information can be found in your water right certificate or permit.
- N/A If you are proposing a change in point(s) of diversion or well(s) to convey water to the new temporary place of use, show the proposed location and label it clearly with distance and bearing or coordinates. If GPS coordinates are used, latitude-longitude coordinates may be expressed as either degrees-minutes-seconds with at least one digit after the decimal (example – 42°32'15.5") or degrees-decimal with five or more digits after the decimal (example – 42.53764°).

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**Part 4 of 5 – Applicant Information and Signature**

**Applicant Information**

APPLICANT/BUSINESS NAME <b>Richard Frasch, Manager - Long Oak LLC, Brantwood LLC</b>		PHONE NO. <b>541-263-2459</b>	ADDITIONAL CONTACT NO.
ADDRESS <b>PO Box 459 Enterprise, OR 97828</b>			FAX NO.
CITY <b>Enterprise</b>	STATE <b>OR</b>	ZIP <b>97828</b>	E-MAIL <b>rfrosher@msn.com</b>
<b>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.</b>			

**Agent Information** – The agent is authorized to represent the applicant in all matters relating to this application.

AGENT/BUSINESS NAME		PHONE NO.	ADDITIONAL CONTACT NO.
ADDRESS			FAX NO.
CITY	STATE	ZIP	E-MAIL
<b>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.</b>			

Explain in your own words what you propose to accomplish with this transfer application and why:

If you need additional space, continue on a separate piece of paper and attach to the application as "Attachment 1".

I (we) affirm that the information contained in this application is true and accurate.

  
 Applicant signature

**RICHARD FRASCH, MANAGER**  
 Print Name (and Title if applicable)

**4-30-2021**  
 Date

\_\_\_\_\_  
 Applicant signature

\_\_\_\_\_  
 Print Name (and Title if applicable)

\_\_\_\_\_  
 Date

Is the applicant the sole owner of the land on which the water right, or portion thereof, proposed for transfer is located?  Yes  No

If NO, include signatures of all landowners (and mailing and/or e-mail addresses if different than the applicant's) or attach affidavits of consent from all landowners or individuals/entities (and mailing and/or e-mail addresses) to which the water right(s) has been conveyed.

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THE UNIVERSITY OF CHICAGO

PHYSICS DEPARTMENT

5300 S. UNIVERSITY AVE.

CHICAGO, ILL. 60637

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**EASEMENT AGREEMENT  
FOR IRRIGATION PIPELINE**

**DATED:** April 1, 2013.

**PARTIES:** ARTHUR W. BRENNAN, Successor ("Brennan")  
Trustee of The Brennan Family Trust,  
U/D/T October 23, 1991

BETTY J. MARINETTI ("Marinetti")

BRINK RANCH, a partnership consisting ("Brink")  
of MELVIN P. BRINK, MARY LOU BRINK  
and GREGORY P. BRINK

HERITAGE BANK OF AURORA, ("Lewis")  
NEBRASKA, as successor trustee of the  
GARNET L. LEWIS REVOCABLE TRUST  
dated September 20, 1980, as amended  
and restated by Final Amendment and  
Restatement of Trust Agreement dated  
June 21, 2005 and titled the GARNET  
L. LEWIS TRUST

TRIPLE CREEK RANCH I, LLC, ("Triple Creek")  
a Washington limited liability company

RANCHO AND RANGE LAND, LLC, ("Rancho and Range")  
a Minnesota limited liability company

TOM R. BUTTERFIELD and DONNA L. ("Butterfield")  
BUTTERFIELD, Trustees of the  
Tom R. and Donna L. Butterfield  
Revocable Trust, dated May 21, 1997

DWAYNE C. VOSS and CAROL R. VOSS, ("Voss")  
or their successor(s), Trustees of the  
Dwayne and Carol Voss  
Revocable Trust dated October 16, 2009

MOUNTAIN HOME, LLC, a Minnesota ("Mountain Home")  
limited liability company

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**RECITALS:**

1. Brennan is the owner of the real property described in Exhibit A attached hereto.

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- 2. Marinetti is the owner of the real property described in Exhibit B attached hereto.
- 3. Brink is the owner of the real property described in Exhibit C attached hereto.
- 4. Lewis is the owner of the real property described in Exhibit D attached hereto.
- 5. Triple Creek is the owner of the real property described in Exhibit E attached hereto.
- 6. Rancho and Range is the owner of the real property described in Exhibit F attached hereto.
- 7. Butterfield is the owner of the real property described in Exhibit G attached hereto.
- 8. Voss is the owner of the real property described in Exhibit H attached hereto.
- 9. Mountain Home is the owner of the real property described in Exhibit I attached hereto.
- 10. The parties to this Agreement intend to create permanent easements for irrigation pipeline purposes on the terms and conditions hereinafter set forth. Attached hereto as Exhibit J is a diagram which depicts the general location of the irrigation pipeline. Said diagram is incorporated herein by reference.

**AGREEMENTS:**

**SECTION 1. GRANT OF EASEMENT FROM BRENNAN TO MARINETTI, BRINK, LEWIS, TRIPLE CREEK, RANCHO AND RANGE, BUTTERFIELD, VOSS AND MOUNTAIN HOME**

**1.1** Brennan hereby grants and conveys to Marinetti, Brink, Lewis, Triple Creek, Rancho and Range, Butterfield, Voss, and Mountain Home a permanent, mutual and non-exclusive easement over and across the real property described in Exhibit A attached hereto. The easement shall be a strip of land 10 feet in width, the centerline of which shall be located where an underground irrigation pipeline currently exists, and which is shown generally on Exhibit J attached hereto.

**1.2** The easement described in Section 1.1 above shall be appurtenant to and shall benefit the real properties more particularly described in Exhibits B, C, D, E, F, G, H, and I attached hereto.

**1.3** The above described easement may be used by Marinetti, Brink, Lewis, Triple Creek, Rancho and Range, Butterfield, Voss, and Mountain Home for purposes

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of operating, maintaining and repairing the irrigation pipeline described herein. In connection with said purposes, each party and each of their agents, heirs, lessees, successors and assigns shall have a license to travel over and across and to transport equipment over and across any additional real property appurtenant to the easement as is reasonably necessary for said operation, maintenance and repair. Marinetti, Brink, Lewis, Triple Creek, Rancho and Range, Butterfield, Voss, and Mountain Home shall avoid waste of Brennan's real property and shall promptly and completely repair any damage to Brennan's real property caused by any of the uses described herein.

**1.4** Brennan shall retain the right to jointly use the easement area on his property for all uses allowed by law which are not inconsistent with the rights of any other party to this agreement.

**1.5** Marinetti, Brink, Lewis, Triple Creek, Rancho and Range, Butterfield, Voss, and Mountain Home shall forever defend, indemnify and hold harmless Brennan from any claim, loss or liability arising out of that party's conduct or use of the easement described in Section 1.1 above.

## **SECTION 2. GRANT OF RECIPROCAL EASEMENTS**

**2.1** Marinetti, Brink, Lewis, Triple Creek, Rancho and Range, Butterfield, Voss, and Mountain Home hereby grant and convey to each other permanent, mutual, reciprocal, and non-exclusive easements over and across the real properties described in Exhibits B, C, D, E, F, G, H, and I attached hereto. The easements shall be a strip of land 10 feet in width, the centerline of which shall be located where an underground irrigation pipeline currently exists, and which is shown generally on Exhibit J attached hereto.

**2.2** The easements described in Section 2.1 above shall be appurtenant to and shall benefit the real properties more particularly described in Exhibits B, C, D, E, F, G, H, and I attached hereto.

**2.3** The above described easements may be used by the parties for purposes of operating, maintaining and repairing the irrigation pipeline described herein. In connection with said purposes, each party and each of their agents, heirs, lessees, successors and assigns shall have a license to travel over and across, and to transport equipment over and across, any additional real property appurtenant to the easements as is reasonably necessary for said operation, maintenance and repair. Each party shall avoid waste of every other party's real property and shall promptly and completely repair any damage to said real properties caused by any of the uses described herein.

**2.4** Each party shall retain the right to jointly use the easement area on his/her/its property for all uses allowed by law which are not inconsistent with the rights of any other party to this Agreement.

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2.5 Each party shall forever defend, indemnify and hold harmless the other parties to this Agreement from any claim, loss or liability arising out of that party's conduct or use of the easements described in Section 2.1 above.

**SECTION 3. MAINTENANCE, REPAIR AND IMPROVEMENTS**

3.1 All parties, except Brennan, hereby agree to reasonably maintain and/or repair the strip of land over which the irrigation pipeline is located, which is shown generally on Exhibit J attached hereto, and to further reasonably maintain and/or repair the irrigation pipeline. The parties hereby agree that before any maintenance and/or repair of the strip of land and/or the irrigation pipeline is made, the parties shall mutually agree to the proposed maintenance and/or repair work. In the event the parties mutually agree to any such maintenance and/or repair work, each party shall share the reasonable costs thereof in proportion to that party's overall consumption of water from the pipeline. All parties agree that Brennan shall have no obligation to maintain, repair or improve the pipeline or the strip of land over which the pipeline is located.

3.2 In the event the parties cannot agree on maintenance and/or repair needs of the pipeline, and/or as to the expense thereof to be paid by each party, the matter shall be submitted to binding arbitration by the parties. If the parties cannot agree as to an arbitrator, the parties shall petition the Circuit Court of Wallowa County for the appointment of an arbitrator pursuant to the provisions of ORS 36.600 to 36.740.

3.3 Expenses for damage to the strip of land for the irrigation pipeline and/or for repairs of the irrigation pipeline other than that caused by normal use of the easements or by an Act of God, shall be borne by the party causing such damage.

3.4 The parties hereby agree that before any improvements other than normal maintenance or repairs are made to the strip of land for the irrigation pipeline and/or the irrigation pipeline, the parties shall mutually agree to the proposed improvements. In the event the parties mutually agree to any such improvements, the expense thereof shall be borne by the party whose property is benefitted. If more than one party's property is benefitted by any such improvements, each party benefitted thereby shall pay the expense thereof in proportion to the benefit to each party's property.

3.5 The parties agree that if the owners of the real properties described in Exhibits B, C, D, E, F, G, H, and I form an Oregon limited liability company ("LLC") or any other entity for the purposes stated herein including, but not limited to the purposes of operating, maintaining, repairing, and/or improving the pipeline, the terms of the operating agreement of the LLC, or the governing document of the entity formed for such purposes, to the extent the provisions thereof deviate from or conflict with the provisions of this Agreement, shall govern such operation, maintenance, repair and/or improvement of the pipeline.

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**SECTION 4. USE RESTRICTION FOR RECIPROCAL EASEMENTS**

**4.1** Marinetti, Brink, Lewis, Triple Creek, Rancho and Range, Butterfield, Voss, and Mountain Home (the parties to the reciprocal easements described in Section 2 above) hereby acknowledge that the irrigation pipeline has a designed delivery capacity of 9208 gallons per minute ("GPM") and will develop air pockets if more than said capacity is drawn from the pipeline, thus causing the pipeline to malfunction. Each of said parties, therefore, agree that he/she/it is limited to drawing the following GPM from the pipeline:

<u>Party</u>	<u>Maximum Water Volume</u>	<u>Percentage of Total GPM</u>
Marinetti	126.25 GPM	1.37%
Brink - Tract 1 (See Exhibit C attached)	934.5 GPM	10.15%
Brink - Tracts 2 and 3 (See Exhibit C attached)	600 GPM	6.52%
Lewis	639.75 GPM	6.95%
Triple Creek	1678.5 GPM	18.22%
Rancho and Range	1350 GPM	14.67%
Butterfield	900 GPM	9.77%
Voss	579 GPM	6.29%
<u>Mountain Home</u>	<u>2400 GPM</u>	<u>26.06%</u>
<b>TOTAL:</b>	<b>9208 GPM</b>	<b>100%</b>

**4.2** A party ("First Party") may exceed the maximum water volume allotted to that party as set out in Section 4.1 above if any other party ("Second Party") is drawing less than his/her/its allotted maximum water volume. It shall be the responsibility of the First Party, however, to notify and obtain the consent of the Second Party to use more than the First Party's maximum water volume in order to ensure that the maximum total usage by all parties does not exceed 9208 GPM.

**4.3** The irrigation pipeline may be used to irrigate the properties described in Exhibits B, C, D, E, F, G, H, and I for farm irrigation purposes only and shall not be used by any party for purposes of irrigating additional property not specifically described herein or for any other non-farm purpose.

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4.4 In the event the Associated Ditch Company determines that the amount of water to be delivered to the pipeline shall be less than the pipeline's total delivery capacity of 9208 GPM due to a short water year, each party's total maximum water volume as stated in paragraph 4.1 above shall be reduced proportionally based on the total water volume authorized by the Associated Ditch Company and each party's allotted total maximum water volume.

**SECTION 5. MONETARY ENCUMBRANCES/CONSENT OF LIENHOLDERS**

5.1 In the event any of the real properties described in Exhibits B, C, D, E, F, G, H, or I attached hereto are encumbered by a mortgage, trust deed, or any other similar monetary encumbrance that predates the recording of this Agreement, the owner of said property shall obtain and record in the deed records of Wallowa County, Oregon the written consent of the lender or obligee under said monetary encumbrance to the execution and recording of this Agreement.

5.2 In the event a party to this Agreement fails to comply with Section 5.1 above, and a monetary encumbrance that predates the recording of this Agreement is foreclosed upon, thus extinguishing the easement created by this Agreement over the property which is the subject of the foreclosure, the right to draw water from the pipeline for the benefit of the property foreclosed upon shall automatically terminate. The successor in interest to the fee title (or the equitable interest under a contract of sale) of the real property foreclosed upon shall be restored with the right to draw water from the pipeline by executing and recording a counterpart copy of this Agreement, as may amended through the date the successor acquires fee title to the subject real property, in the deed records of Wallowa County, Oregon, pursuant to which the successor in interest agrees to be bound by the terms hereof.

**SECTION 6. EFFECT OF THE AGREEMENT**

The easements granted hereunder shall run with the land as to all properties burdened and benefitted by such easements. The rights, covenants and obligations contained in this Agreement shall bind, burden and benefit each party's successors and assigns, lessees, mortgagees (or beneficiaries under a deed of trust).

**SECTION 7. BREACH OF OBLIGATIONS**

In the event any party to this Agreement shall fail to perform his/her/its obligations under this Agreement, the other parties shall be entitled to require such performance by suit for specific performance or, where appropriate, through injunctive relief. Such remedies shall be in addition to any other remedies afforded under Oregon law.

**SECTION 8. COUNTERPARTS**

This Agreement may be executed and recorded in counterparts with the same force and effect as if executed in a single original.

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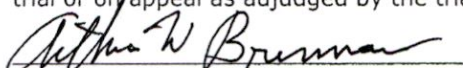
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**SECTION 9. ATTORNEY FEES**

In the event of any litigation arising under this Agreement, the prevailing party shall recover from the losing party the prevailing party's reasonable attorney fees at trial or on appeal as adjudged by the trial or appellate court.

  
ARTHUR W. BRENNAN, Successor  
Trustee of The Brennan Family Trust,  
U/D/T October 23, 1991

\_\_\_\_\_  
BETTY J. MARINETTI

BRINK RANCH, a partnership consisting of  
MELVIN P. BRINK, MARY LOU BRINK, and  
GREGORY P. BRINK

by \_\_\_\_\_  
Melvin P. Brink, Partner

by \_\_\_\_\_  
Mary Lou Brink, Partner

by \_\_\_\_\_  
Gregory P. Brink, Partner

HERITAGE BANK OF AURORA, NEBRASKA,  
as successor trustee of the GARNET L.  
LEWIS REVOCABLE TRUST dated  
September 20, 1980 as amended and  
restated by Final Amendment and Restatement  
of Trust Agreement dated June 21, 2005 and  
titled the GARNET L. LEWIS TRUST

by \_\_\_\_\_

TRIPLE CREEK RANCH I, LLC,  
a Washington limited liability company

by \_\_\_\_\_  
J. Brent McKinley, Managing Member

by \_\_\_\_\_  
Connie K. McKinley, Member

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\_\_\_\_\_  
ARTHUR W. BRENNAN, Successor  
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*Betty J. Marinetti*  
\_\_\_\_\_  
BETTY J. MARINETTI

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by \_\_\_\_\_  
Melvin P. Brink, Partner

by \_\_\_\_\_  
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by \_\_\_\_\_  
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MELVIN P. BRINK, MARY LOU BRINK, and  
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by Melvin P. Brink  
Melvin P. Brink, Partner

by Mary Lou Brink  
Mary Lou Brink, Partner

by Gregory P. Brink  
Gregory P. Brink, Partner

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by \_\_\_\_\_  
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by *Paul Cornish, Trust Officer*

TRIPLE CREEK RANCH I, LLC,  
a Washington limited liability company

by \_\_\_\_\_  
J. Brent McKinley, Managing Member

by \_\_\_\_\_  
Connie K. McKinley, Member

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by \_\_\_\_\_  
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by \_\_\_\_\_  
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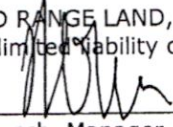
by \_\_\_\_\_  
J. Brent McKinley, Managing Member

by \_\_\_\_\_  
Connie K. McKinley, Member

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RANCHO AND RANGE LAND, LLC,  
a Minnesota limited liability company

by   
Richard Fräsch, Manager

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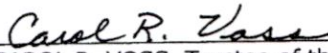
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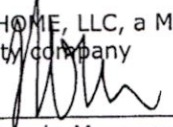
TOM R. BUTTERFIELD, Trustee of the Tom  
R. and Donna L. Butterfield Revocable Living  
Trust, dated May 21, 1997

DONNA L. BUTTERFIELD, Trustee of the  
Tom R. and Donna L. Butterfield Revocable  
Living Trust, dated May 21, 1997

DWAYNE C. VOSS, Trustee of the Dwayne  
and Carol Voss Revocable Trust dated  
October 16, 2009

  
CAROL R. VOSS, Trustee of the Dwayne  
and Carol Voss Revocable Trust dated  
October 16, 2009

MOUNTAIN HOME, LLC, a Minnesota  
limited liability company

by   
Richard Fräsch, Manager

STATE OF OREGON            )  
  ) ss.  
County of Wallowa         )

Personally appeared before me this \_\_\_\_ day of \_\_\_\_\_, 2013, the above-  
named ARTHUR W. BRENNAN, Successor Trustee of The Brennan Family Trust, U/D/T  
October 23, 1991, and acknowledged the foregoing instrument to be his voluntary act and  
deed.

\_\_\_\_\_  
Notary Public for Oregon  
My Commission Expires: \_\_\_\_\_

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RANCHO AND RANGE LAND, LLC,  
a Minnesota limited liability company

by \_\_\_\_\_  
Richard Frasch, Manager

Tom R. Butterfield  
TOM R. BUTTERFIELD, Trustee of the Tom  
R. and Donna L. Butterfield Revocable Living  
Trust, dated May 21, 1997

\_\_\_\_\_  
DONNA L. BUTTERFIELD, Trustee of the  
Tom R. and Donna L. Butterfield Revocable  
Living Trust, dated May 21, 1997

\_\_\_\_\_  
DWAYNE C. VOSS, Trustee of the Dwayne  
and Carol Voss Revocable Trust dated  
October 16, 2009

\_\_\_\_\_  
CAROL R. VOSS, Trustee of the Dwayne  
and Carol Voss Revocable Trust dated  
October 16, 2009

MOUNTAIN HOME, LLC, a Minnesota  
limited liability company

by \_\_\_\_\_  
Richard Frasch, Manager

STATE OF OREGON            )  
  ) ss.  
County of Willowa         )

Personally appeared before me this \_\_\_\_ day of \_\_\_\_\_, 2013, the above-  
named ARTHUR W. BRENNAN, Successor Trustee of The Brennan Family Trust, U/D/T  
October 23, 1991, and acknowledged the foregoing instrument to be his voluntary act and  
deed.

\_\_\_\_\_  
Notary Public for Oregon  
My Commission Expires: \_\_\_\_\_

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RANCHO AND RANGE LAND, LLC,  
a Minnesota limited liability company

by \_\_\_\_\_  
Richard Frasch, Manager

\_\_\_\_\_  
TOM R. BUTTERFIELD, Trustee of the Tom  
R. and Donna L. Butterfield Revocable Living  
Trust, dated May 21, 1997

*Donna L. Butterfield*  
\_\_\_\_\_  
DONNA L. BUTTERFIELD, Trustee of the  
Tom R. and Donna L. Butterfield Revocable  
Living Trust, dated May 21, 1997

\_\_\_\_\_  
DWAYNE C. VOSS, Trustee of the Dwayne  
and Carol Voss Revocable Trust dated  
October 16, 2009

\_\_\_\_\_  
CAROL R. VOSS, Trustee of the Dwayne  
and Carol Voss Revocable Trust dated  
October 16, 2009

MOUNTAIN HOME, LLC, a Minnesota  
limited liability company

by \_\_\_\_\_  
Richard Frasch, Manager

STATE OF OREGON            )  
  ) ss.  
County of Wallowa         )

Personally appeared before me this \_\_\_\_ day of \_\_\_\_\_, 2013, the above-  
named ARTHUR W. BRENNAN, Successor Trustee of The Brennan Family Trust, U/D/T  
October 23, 1991, and acknowledged the foregoing instrument to be his voluntary act and  
deed.

\_\_\_\_\_  
Notary Public for Oregon  
My Commission Expires: \_\_\_\_\_

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RANCHO AND RANGE LAND, LLC,  
a Minnesota limited liability company

by \_\_\_\_\_  
Richard Frasch, Manager

\_\_\_\_\_  
TOM R. BUTTERFIELD, Trustee of the Tom  
R. and Donna L. Butterfield Revocable Living  
Trust, dated May 21, 1997

\_\_\_\_\_  
DONNA L. BUTTERFIELD, Trustee of the  
Tom R. and Donna L. Butterfield Revocable  
Living Trust, dated May 21, 1997

\_\_\_\_\_  
DWAYNE C. VOSS, Trustee of the Dwayne  
and Carol Voss Revocable Trust dated  
October 16, 2009

\_\_\_\_\_  
CAROL R. VOSS, Trustee of the Dwayne  
and Carol Voss Revocable Trust dated  
October 16, 2009

MOUNTAIN HOME, LLC, a Minnesota  
limited liability company

by \_\_\_\_\_  
Richard Frasch, Manager

STATE OF OREGON            )  
  ) ss.  
County of Willowa         )

Personally appeared before me this 18<sup>th</sup> day of April, 2013, the above-  
named ARTHUR W. BRENNAN, Successor Trustee of The Brennan Family Trust, U/D/T  
October 23, 1991, and acknowledged the foregoing instrument to be his voluntary act and  
deed.



*Tami J. Phinney*  
Notary Public for Oregon  
My Commission Expires: 4-7-2017

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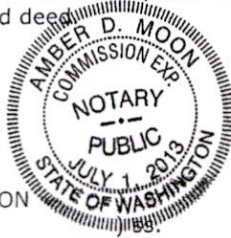
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STATE OF WA )  
 ) ss.  
County of Clark )

Personally appeared before me this 24<sup>th</sup> day of April, 2013, the above-named BETTY J. MARINETTI, and acknowledged the foregoing instrument to be her voluntary act and deed.



Amber D Moon  
Notary Public for WA state  
My Commission Expires: July 1 2013

STATE OF OREGON )  
 )  
County of Wallowa )

Personally appeared before me this \_\_\_ day of \_\_\_\_\_, 2013, the above-named MELVIN P. BRINK, Partner of Brink Ranch and acknowledged the foregoing instrument to be his voluntary act and deed.

\_\_\_\_\_  
Notary Public for Oregon  
My Commission Expires: \_\_\_\_\_

STATE OF OREGON )  
 ) ss.  
County of Wallowa )

Personally appeared before me this \_\_\_ day of \_\_\_\_\_, 2013, the above-named MARY LOU BRINK, Partner of Brink Ranch and acknowledged the foregoing instrument to be her voluntary act and deed.

\_\_\_\_\_  
Notary Public for Oregon  
My Commission Expires: \_\_\_\_\_



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STATE OF \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

Personally appeared before me this \_\_\_ day of \_\_\_\_\_, 2013, the above-named BETTY J. MARINETTI, and acknowledged the foregoing instrument to be her voluntary act and deed.

Notary Public for \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF OREGON )  
County of Wallowa ) ss.

Personally appeared before me this 25<sup>th</sup> day of June, 2013, the above-named MELVIN P. BRINK, Partner of Brink Ranch and acknowledged the foregoing instrument to be his voluntary act and deed.



*Tami J Phinney*  
Notary Public for Oregon  
My Commission Expires: 4-7-2017

STATE OF OREGON )  
County of Wallowa ) ss.

Personally appeared before me this 25<sup>th</sup> day of June, 2013, the above-named MARY LOU BRINK, Partner of Brink Ranch and acknowledged the foregoing instrument to be her voluntary act and deed.



*Tami J Phinney*  
Notary Public for Oregon  
My Commission Expires: 4-7-2017

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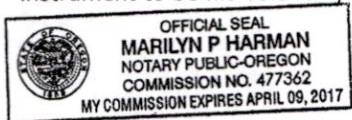
RECEIVED

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STATE OF OREGON )  
County of Willowa ) ss.

Personally appeared before me this 26<sup>th</sup> day of June, 2013, the above-named GREGORY P. BRINK, Partner of Brink Ranch and acknowledged the foregoing instrument to be his voluntary act and deed.



Marilyn P. Harman  
Notary Public for Oregon  
My Commission Expires: 4-9-17

STATE OF \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

Personally appeared before me this \_\_\_ day of \_\_\_\_\_, 2013, the above-named \_\_\_\_\_ on behalf of HERITAGE BANK OF AURORA, NEBRASKA, as Successor Trustee of the GARNET L. LEWIS REVOCABLE TRUST dated September 20, 1980, and acknowledged the foregoing instrument to be his/her voluntary act and deed.

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

Personally appeared before me this \_\_\_ day of \_\_\_\_\_, 2013, the above-named J. BRENT MCKINLEY, Managing Member of Triple Creek Ranch I, LLC, a Washington limited liability company and acknowledged the foregoing instrument to be his voluntary act and deed.

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

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MAY 03 2021

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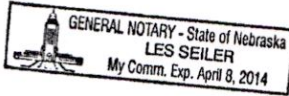
STATE OF OREGON )  
 ) ss.  
County of Wallowa )

Personally appeared before me this \_\_\_\_ day of \_\_\_\_\_, 2013, the above-named GREGORY P. BRINK, Partner of Brink Ranch and acknowledged the foregoing instrument to be his voluntary act and deed.

\_\_\_\_\_  
Notary Public for Oregon  
My Commission Expires: \_\_\_\_\_

STATE OF Nebraska )  
 ) ss.  
County of Adams )

Personally appeared before me this 16 day of August, 2013, the above-named Steve G. Arnett on behalf of HERITAGE BANK OF AURORA, NEBRASKA, as Successor Trustee of the GARNET L. LEWIS REVOCABLE TRUST dated September 20, 1980, and acknowledged the foregoing instrument to be his/her voluntary act and deed.



Les Seiler  
Notary Public for Nebraska  
My Commission Expires: 7/8/14

STATE OF \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

Personally appeared before me this \_\_\_\_ day of \_\_\_\_\_, 2013, the above-named J. BRENT MCKINLEY, Managing Member of Triple Creek Ranch I, LLC, a Washington limited liability company and acknowledged the foregoing instrument to be his voluntary act and deed.

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



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MAY 03 2021

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STATE OF OREGON )  
County of Willowa ) ss.

Personally appeared before me this \_\_\_ day of \_\_\_\_\_, 2013, the above-named GREGORY P. BRINK, Partner of Brink Ranch and acknowledged the foregoing instrument to be his voluntary act and deed.

\_\_\_\_\_  
Notary Public for Oregon  
My Commission Expires: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

Personally appeared before me this \_\_\_ day of \_\_\_\_\_, 2013, the above-named \_\_\_\_\_ on behalf of HERITAGE BANK OF AURORA, NEBRASKA, as Successor Trustee of the GARNET L. LEWIS REVOCABLE TRUST dated September 20, 1980, and acknowledged the foregoing instrument to be his/her voluntary act and deed.

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF Washington )  
County of Snohomish ) ss.

Personally appeared before me this 12th day of April, 2013, the above-named J. BRENT MCKINLEY, Managing Member of Triple Creek Ranch I, LLC, a Washington limited liability company and acknowledged the foregoing instrument to be his voluntary act and deed.



Alexis Kim Otterson  
Notary Public for State of Washington  
My Commission Expires: 6-09-17

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MAY 03 2021

OWRD

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STATE OF Washington )  
 ) ss.  
County of Snohomish )

Personally appeared before me this 15th day of April, 2013, the above-named CONNIE K. MCKINLEY, Member of Triple Creek Ranch I, LLC, a Washington limited liability company and acknowledged the foregoing instrument to be her voluntary act and deed.



Alexis Kim Otterson  
Notary Public for State of Washington  
My Commission Expires: 6-09-17

STATE OF \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

Personally appeared before me this \_\_\_ day of \_\_\_\_\_, 2013, the above-named RICHARD FRASCH, Manager of Rancho and Range Land, LLC, a Minnesota limited liability company and acknowledged the foregoing instrument to be his voluntary act and deed.

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF OREGON )  
 ) ss.  
County of Wallowa )

Personally appeared before me this \_\_\_ day of \_\_\_\_\_, 2013, the above-named TOM R. BUTTERFIELD, Trustee of the Tom R. and Donna L. Butterfield Revocable Living Trust, dated May 21, 1997, acknowledged the foregoing instrument to be his voluntary act and deed.

\_\_\_\_\_  
Notary Public for Oregon  
My Commission Expires: \_\_\_\_\_

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MAY 03 2021

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STATE OF \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

Personally appeared before me this \_\_\_ day of \_\_\_\_\_, 2013, the above-named CONNIE K. MCKINLEY, Member of Triple Creek Ranch I, LLC, a Washington limited liability company and acknowledged the foregoing instrument to be her voluntary act and deed.

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF Oregon )  
County of Wallowa ) ss.

Personally appeared before me this 25<sup>th</sup> day of June, 2013, the above-named RICHARD FRASCH, Manager of Rancho and Range Land, LLC, a Minnesota limited liability company and acknowledged the foregoing instrument to be his voluntary act and deed.



Tami J. Phinney  
Notary Public for Oregon  
My Commission Expires: 4-7-2017

STATE OF OREGON )  
County of Wallowa ) ss.

Personally appeared before me this \_\_\_ day of \_\_\_\_\_, 2013, the above-named TOM R. BUTTERFIELD, Trustee of the Tom R. and Donna L. Butterfield Revocable Living Trust, dated May 21, 1997, acknowledged the foregoing instrument to be his voluntary act and deed.

\_\_\_\_\_  
Notary Public for Oregon  
My Commission Expires: \_\_\_\_\_

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RECEIVED

MAY 03 2021

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STATE OF \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

Personally appeared before me this \_\_\_\_ day of \_\_\_\_\_, 2013, the above-named CONNIE K. MCKINLEY, Member of Triple Creek Ranch I, LLC, a Washington limited liability company and acknowledged the foregoing instrument to be her voluntary act and deed.

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

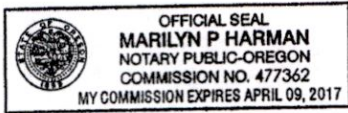
STATE OF \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

Personally appeared before me this \_\_\_\_ day of \_\_\_\_\_, 2013, the above-named RICHARD FRASCH, Manager of Rancho and Range Land, LLC, a Minnesota limited liability company and acknowledged the foregoing instrument to be his voluntary act and deed.

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF OREGON )  
County of Willowa ) ss.

Personally appeared before me this 13<sup>th</sup> day of June, 2013, the above-named TOM R. BUTTERFIELD, Trustee of the Tom R. and Donna L. Butterfield Revocable Living Trust, dated May 21, 1997, acknowledged the foregoing instrument to be his voluntary act and deed.



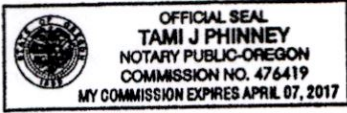
M. Harman  
\_\_\_\_\_  
Notary Public for Oregon  
My Commission Expires: 4-9-17

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STATE OF OREGON )  
 ) ss.  
County of Willowa )

Personally appeared before me this 8<sup>th</sup> day of August, 2013, the above-named DONNA L. BUTTERFIELD, Trustee of the Tom R. and Donna L. Butterfield Revocable Living Trust, dated May 21, 1997, acknowledged the foregoing instrument to be her voluntary act and deed.



*Tami J. Phinney*  
Notary Public for Oregon  
My Commission Expires: 4-7-2017

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MAY 03 2021

OWRD

STATE OF OREGON )  
 ) ss.  
County of Willowa )

Personally appeared before me this \_\_\_ day of \_\_\_\_\_, 2013, the above-named DWAYNE C. VOSS, Trustee of the Dwayne and Carol Voss Revocable Living Trust dated October 16, 2009, acknowledged the foregoing instrument to be his voluntary act and deed.

\_\_\_\_\_  
Notary Public for Oregon  
My Commission Expires: \_\_\_\_\_

STATE OF OREGON )  
 ) ss.  
County of Willowa )

Personally appeared before me this \_\_\_ day of \_\_\_\_\_, 2013, the above-named CAROL R. VOSS, Trustee of the Dwayne and Carol Voss Revocable Living Trust dated October 16, 2009, acknowledged the foregoing instrument to be her voluntary act and deed.

\_\_\_\_\_  
Notary Public for Oregon  
My Commission Expires: \_\_\_\_\_

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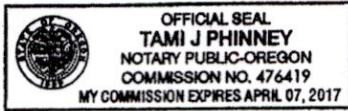
STATE OF OREGON )  
 ) ss.  
County of Willowa )

Personally appeared before me this \_\_\_ day of \_\_\_\_\_, 2013, the above-named DONNA L. BUTTERFIELD, Trustee of the Tom R. and Donna L. Butterfield Revocable Living Trust, dated May 21, 1997, acknowledged the foregoing instrument to be her voluntary act and deed.

\_\_\_\_\_  
Notary Public for Oregon  
My Commission Expires: \_\_\_\_\_

STATE OF OREGON )  
 ) ss.  
County of Willowa )

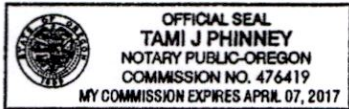
Personally appeared before me this 1<sup>st</sup> day of July, 2013, the above-named DWAYNE C. VOSS, Trustee of the Dwayne and Carol Voss Revocable Living Trust dated October 16, 2009, acknowledged the foregoing instrument to be his voluntary act and deed.



*Tami J Phinney*  
Notary Public for Oregon  
My Commission Expires: 4-7-2017

STATE OF OREGON )  
 ) ss.  
County of Willowa )

Personally appeared before me this 27<sup>th</sup> day of June, 2013, the above-named CAROL R. VOSS, Trustee of the Dwayne and Carol Voss Revocable Living Trust dated October 16, 2009, acknowledged the foregoing instrument to be her voluntary act and deed.



*Tami J Phinney*  
Notary Public for Oregon  
My Commission Expires: 4-7-2017



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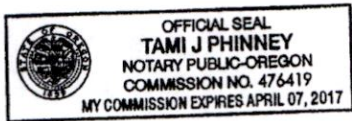
STATE OF Oregon )  
 ) ss.  
County of Wallowa )

Personally appeared before me this 25<sup>th</sup> day of June, 2013, the above-named RICHARD FRASCH, as Manager of Mountain Home, LLC, a Minnesota limited liability company acknowledged the foregoing instrument to be his voluntary act and deed.

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*Tami J. Phinney*  
Notary Public for Oregon  
My Commission Expires: 4-7-2017

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**EXHIBIT A**  
**Brennan Property**

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**Tract 1**

The Southwest quarter of the Northeast quarter, the South half of the Northwest quarter, the West half of the Southeast quarter, and the Southwest quarter of Section 34, Township 2 South, Range 45 East, of the Willamette Meridian, Wallowa County, Oregon;

EXCEPTING therefrom two tracts in the Southwest quarter of Section 34, heretofore conveyed to the Prairie Creek Cemetery Association by deeds recorded in Book E of Deeds, at page 510 and in Book 34 of Deeds, at page 87;

ALSO EXCEPTING therefrom tract conveyed to E.E. Marks and wife by deed recorded in Book 62 of Deeds, at page 472 and described as follows:

Beginning at a point 25 3/5th rods West of the Southeast corner of the Southwest quarter of the Southwest quarter, of Section 34, Township 2 South, Range 45 East, of the Willamette Meridian; running thence North on and along the West line of the Prairie Creek Cemetery as shown by deed recorded in Book E of Deeds, at page 510, and by deed recorded in Book 34, of Deeds, at page 87, to the intersection of the South property line of the county road as now located (being the Northwest fence corner of the Prairie Creek Cemetery); running thence in a Northwesterly direction on and along the south property line of the county road to the intersection of the South property line of the county road as now located and the West section line of said Section 34; running thence South on and along the West section line of said Section 34 to the Southwest corner of said Section 34; and running thence on and along the South section line of said Section 34 to the place of beginning; being all that portion of the Southwest quarter of the Southwest quarter of said Section 34 lying South of the county road and West of the Prairie Creek Cemetery, said Prairie Creek Cemetery being more particularly described by that certain deed recorded in Book E of Deeds, at page 510 and in Book 34 of Deeds; at page 87, containing 20 acres, more or less.

ALSO EXCEPTING tract conveyed to Lawrence Estes and wife by deed recorded in Book 62 of Deeds, at page 130, and described as follows:

Beginning at the Southeast corner of the Southwest quarter of the Southeast quarter of said Section 34, said point being 14 feet South and 1351 feet West of the Southeast corner of said Section 34; thence North 0°00'50" West along the subdivision line through the center of the Southeast quarter a distance of 4010 feet to the Southerly right of way line of Little Sheep Creek Highway; thence South 90°24'55" West along said right of way line a distance of 300 feet; thence South 0°00'50" East a distance of 3980 feet; thence South 89°24'55" West a distance of 1039 feet to the Easterly right of way line of the county road; thence South 0°00'50" East along said right of way line a distance of 30 feet to the South boundary line of Section 34; thence North 89°34'55" East along said section line a distance of 1339 feet to the point of beginning; containing 28.2 acres, more or less;

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**EXHIBIT A**  
**Brennan Property**  
(Continued)

ALSO EXCEPTING THEREFROM 4.52 acres sold to State of Oregon by Deed recorded in Book 64 of Deeds, at page 596;

AND ALSO EXCEPTING THEREFROM 18.2 acres sold to State of Oregon by deed recorded in Book 64 of Deeds, at page 645.

**Tract 2**

That part of the North half of the Northwest quarter of Section 34, Township 2 South, Range 45 East, of the Willamette Meridian, Wallowa County, Oregon, described as follows: Beginning at the Southwest corner of said North half of the Northwest quarter, of Section 34; thence North on and along the West line of said Section 34 to a point on the South line of The Little Sheep Creek State Highway; thence Easterly on and along said South line of said highway as follows: on a spiral curve right (the long chord of which bears South 87°54'45" East), 400 feet; thence on a 1432.39 foot radius curve right (the long chord of which bears South 73°40'15" East) 445.42 feet; thence on a spiral curve right (the long chord of which bears South 59°25'45" East) 400 feet; thence South 56°45'45" East 2049.05 feet to a point on the South line of said North half of the Northwest quarter of Section 34; thence West on and along the South line of said North half of the Northwest quarter of Section 34 to the place beginning.

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**EXHIBIT B**  
**Marinetti Property**

A parcel of land lying in the SW1/4 of the NE1/4 and SE1/4 of the NW1/4 of Section 34, Township 2 South, Range 45 East of the Willamette Meridian in Wallowa County, Oregon, and being that property described as Parcel 2 in that Deed to the State of Oregon, by and through its State Highway Commission, recorded in Book 64 at page 645 of Wallowa County Records of Deeds; the said parcel lying northerly of a line which is parallel to and 50 feet northerly of the center line of the Little Sheep Creek highway as said highway has been relocated, which center line is described as follows:

Beginning at Engineer's center line Station 134+00, said Station being 1307.72 feet South and 1989.97 feet East of the Northwest corner of said Section 34; thence South 56°45'45" East 2200 feet to Engineer's Center line station 156+00, said center line crossing the extended North and East lines of said property approximately at Station 134+65 and 154+95 respectively, containing 18.2 acres, more or less, said 18.2 acres outside of the existing right of way being all that portion of the SW1/4 of the NE1/4 and the SE1/4 of the NW1/4 of said Section 34 above described lying northerly of a line which is parallel to and 50 feet Northerly of the above described center line of said Little Sheep Creek Highway as was conveyed to Mildred Hahn by that certain deed recorded in Book 62 at page 144 of the Deed Records of Wallowa County, Oregon.

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**EXHIBIT C**  
**Brink Ranch Property**

**Tract 1**

Township 2 South, Range 45 East of the Willamette Meridian, Wallowa County, Oregon

Section 27: The South half of the Southwest quarter

Section 34: That part of the North half of the Northwest quarter lying North and East of the State Highway and described as follows: Beginning at the Northwest corner of said Section 34; thence South on and along the West section line of said Section 34 to the North line of the Little Sheep Creek State Highway; thence Southeasterly on and along the North line of said Highway to a point where said line intersects the South line of the North half of the Northwest quarter, Section 34; thence East on and along said South line of said North half of the Northwest quarter to the Southeast corner of said North half of the Northwest quarter; thence North to the quarter section corner between Sections 27 and 34; thence West on and along the section line between Sections 27 and 34 to the place of beginning.

**Tract 2**

BEGINNING at a point on the North right of way line of the Little Sheep Creek Highway, which point is South 89° 34'55" West, 300 feet, and North 0°00'50" West, approximately 2640 feet from the Southwest corner of the Southeast quarter of the Southeast quarter of Section 34, Township 2 South, Range 45 East, of the Willamette Meridian; thence North 0°00'50" West, 1320 feet, more or less, to the South right of way line of the County Road; thence East on and along said South right of way line of the County Road to a point which is 622 feet East of the Northwest corner of the Southwest quarter of the Northwest quarter of Section 35 Township 2 South, Range 45 East, of the Willamette Meridian; thence South 2°44'15" East, 2764 feet, to the North right of way line of the Little Sheep Creek Highway; thence Northwesterly on and along the said North right of way line of the Little Sheep Creek Highway to the point of beginning.

**Tract 3**

Township 2 South, Range 45 East, of the Willamette Meridian, Wallowa County, Oregon

Section 35: Southeast quarter of the Northwest quarter, East half of the Southwest quarter.

ALSO: BEGINNING at the Southeast corner of the Southwest quarter of the Southwest quarter of Section 35, thence North 0°00'50" West along the East line of the West half of the Southwest quarter and along the East

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**EXHIBIT C**  
**Brink Ranch Property**  
(Continued)

line of the Southwest quarter of the Northwest quarter of said Section 35, 3980 feet to the North line of the Southwest quarter of the Northwest quarter of said Section; thence South 89°24'55" West 698 feet, more or less; thence South 2°44'15" East 2764 feet more or less to the intersection with the centerline of Highway Stations 185+49.65 (the bearing of the Highway bearing North 56°45'45" West) and making an angle of 54°01'30" with it; thence South 2°44'15" East 1221 feet, more or less, to the South line of said Section 35; thence North 89°34'55" East 509 feet, more or less, to the point of beginning.

EXCEPTING therefrom the following described tract; Beginning at a point which is North 89°34'55" East, 811 feet from the Southwest corner of Section 35 Township 2 South, Range 45 East, of the Willamette Meridian; thence North 2°44'15" West, 1221 feet, more or less, to the South right of way line of the Little Sheep Creek Highway; thence Southeasterly on and along said highway line to the East line of the Southeast quarter of the Southwest quarter of Section 35, Township 2 South Range 45 East, of the Willamette Meridian; thence South 0°00'50" East to the South line of said Section 35; thence Westerly on and along the South line of said Section 35 to the place of beginning.

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**EXHIBIT D**  
**Lewis Property**

Beginning at the Southwest corner of the NW1/4NE1/4, Section 34, Township 2 South, Range 45 East of the Willamette Meridian, Wallowa County, Oregon; thence North to the Northwest corner of the SW1/4SE1/4, Section 27, T2S, R45 EWM; thence East along the North line of the SW1/4SE1/4 and SE1/4SE1/4, Section 27, a distance of 1440.50 feet; thence Southerly to a point on the South line of the NE1/4NE1/4, Section 34, said point being 163 feet East of the Southeast corner of tract described in Deed recorded in Book 82 of Deeds, Page 492; thence Westerly along the South line of the NE1/4NE1/4 and NW1/4NE1/4 to the point of beginning.

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**EXHIBIT E**  
**Triple Creek Property**

Township 2 South, Range 45 East of the Willamette Meridian, Wallowa County, Oregon

Section 26: S1/2 SW1/4  
Section 27: SE1/4SE1/4  
Section 34: NE1/4NE1/4  
Section 35: N1/2 NW1/4

EXCEPTING THEREFROM the following described tracts:

(1) Beginning at a point 35 feet North of the Southeast corner of the NE1/4NE1/4, Section 34; thence West 333.05 feet along the right of way of the existing county road; thence North 416.44 feet to a point; thence East 523 feet to a point; thence South 416.44 feet to the right of way of the County Road; thence West 189.95 feet along the right of way of said County Road to the point of beginning.

(2) Beginning at a point on the North line of the SW1/4SE1/4, Section 27, said point being 1237.5 feet East of the Northwest corner of said SW1/4SE1/4; thence East along the North line of the SW1/4SE1/4 and SE1/4SE1/4 a distance of 203 feet; thence Southerly to a point on the South line of the NE1/4NE1/4, Section 34, said point being 163 feet East of the Southeast corner of that tract described in Deed recorded in Book 82 of Deeds, Page 492; thence Westerly to the Southeast corner of said tract; thence Northerly on and along the East line of said tract to the point of beginning.

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**EXHIBIT F**  
**Rancho and Range Property**

Township 2 South, Range 45 East of the Willamette Meridian, Wallowa County, Oregon

Section 26: SW1/4NW1/4, NW1/4SW1/4, and the North 33 feet of the SE1/4NW1/4  
Section 27: SE1/4NE1/4, NE1/4SE1/4

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**EXHIBIT G**  
**Butterfield Property**

Township 2 South, Range 45 East of the Willamette Meridian, Wallowa County, Oregon

Section 27: E1/2NW1/4NE1/4, SW1/4NE1/4, NW1/4SE1/4

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**EXHIBIT H**  
**Voss Property**

Township 2 South, Range 45 East of the Willamette Meridian, Wallowa County, Oregon

Section 26: SE1/4NW1/4, NE1/4SW1/4, EXCEPTING THEREFROM the North 33 feet of  
the SE1/4NW1/4

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**EXHIBIT I**  
**Mountain Home Property**

Township 2 South, Range 45 East of the Willamette Meridian, Wallowa County, Oregon

Section 26: S1/2NE1/4, SE1/4

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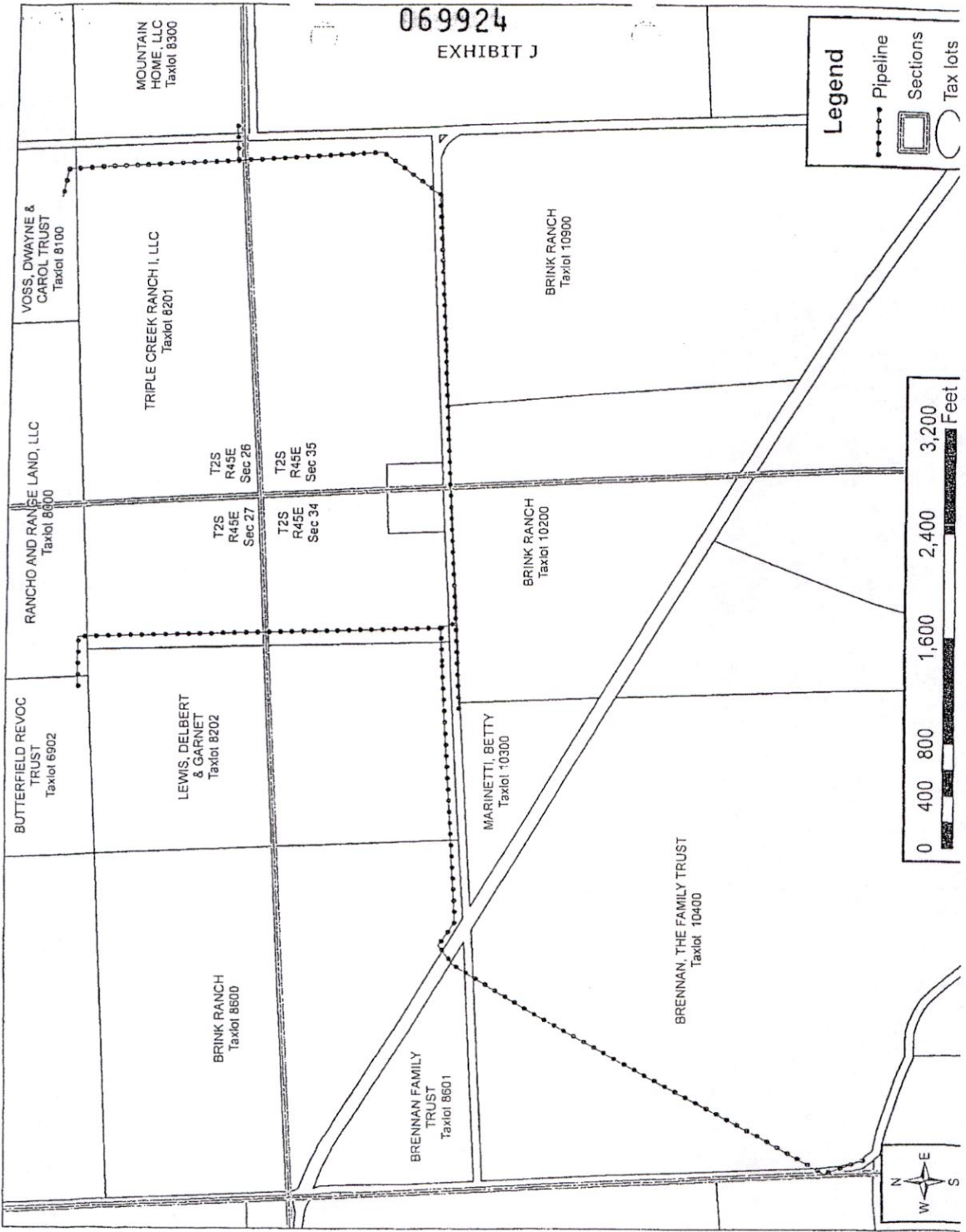
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EXHIBIT J

**Legend**

- Pipeline
- ▭ Sections
- Tax lots



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STATE OF OREGON }  
COUNTY OF WALLOWA }

I certify that this instrument was  
received and recorded in the book  
of records of said county.

Dana Roberts

Wallowa County Clerk

by: \_\_\_\_\_ Deputy

DOC#: 00069924  
RCPT: 79979 225.00  
8/26/2013 3:43 PM  
REFUND: .00

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STATE OF OREGON }  
COUNTY OF WALLOWA }

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RECORDING REQUESTED BY, AND WHEN  
RECORDED MAIL DOCUMENT TO:

Dorsey & Whitney LLP  
50 South Sixth Street  
Suite 1500  
Minneapolis, MN 55402  
Attn. Katrina Wessbecker  
Phone: (612) 340-2600

I certify that this instrument was  
received and recorded in the book  
of records of said county.

Dana Roberts  
Wallowa County Clerk

by: \_\_\_\_\_ Deputy

TAX STATEMENTS SHOULD BE MAILED TO:

Name: Brantwood LLC  
P. O. Box 459  
Enterprise, OR 97828  
Attn. Richard D. Frasch

DOC#: 00069486  
RCPT: 79393 55.00  
6/17/2013 12:32 PM  
REFUND: .00

Space Above This Line for Recorder's Use

**QUIT CLAIM DEED**

Date: June 6, 2013

For valuable consideration, RANCHO AND RANGE LAND LLC, a limited liability company under the laws of Minnesota, Grantor, whose address is 115 Tejaka Lane, Enterprise, Oregon 97828, by these presents does hereby convey and quitclaim to BRANTWOOD LLC, a limited liability company under the laws of Oregon, Grantee, whose address is 115 Tejaka Lane, Enterprise, Oregon, real property in Wallowa County, Oregon, described as follows:

See Exhibit A attached hereto and made a part hereof,

together with all hereditaments and appurtenants belonging thereto,

to have and to hold the same, unto Grantee, in fee simple, forever.

The true and actual consideration for this transfer, stated in terms of dollars, is \$0.00.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 197.352. THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 197.352.

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EXHIBIT A

Description of Real Property

TRACT 1

Township 2 North, Range 46 East of the Willamette Meridian, Wallowa County, Oregon

- Section 9: SE $\frac{1}{4}$
- Section 10: SW $\frac{1}{4}$ , S $\frac{1}{2}$  NE $\frac{1}{4}$ , SE $\frac{1}{4}$
- Section 11: SW $\frac{1}{4}$  SW $\frac{1}{4}$
- Section 14: S $\frac{1}{2}$
- Section 15: NW $\frac{1}{4}$ , W $\frac{1}{2}$ SW $\frac{1}{4}$ , E $\frac{1}{2}$ , E $\frac{1}{2}$ SW $\frac{1}{4}$
- Section 16: ALL
- Section 17: That part of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ , S $\frac{1}{2}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$  lying East of the center of the Lewis Road
- Section 22: NW $\frac{1}{4}$ NW $\frac{1}{4}$ , N $\frac{1}{2}$ NE $\frac{1}{4}$ , NE $\frac{1}{4}$ NW $\frac{1}{4}$
- Section 23: N $\frac{1}{2}$ , NW $\frac{1}{4}$ SW $\frac{1}{4}$ , NE $\frac{1}{4}$ SE $\frac{1}{4}$ , that part of the SE $\frac{1}{4}$ SE $\frac{1}{4}$  lying North and West of the County Road
- Section 24: Lots 5 and 11

TOGETHER WITH those portions of the NE $\frac{1}{4}$  lying Southerly, and the NW $\frac{1}{4}$  lying Southerly and Westerly of the following described line, all in Section 14, and with reference to Survey No. CS 01-009 on file and of record in the Office of the Wallowa County Surveyor, described as follows:

BEGINNING at the quarter-section corner of Sections 13 and 14; thence North 00°32'14" West a distance of 263.37 feet to a point on the section line of Sections 13 and 14 marked by a 5/8 in. diameter by 30 in. long iron rod with yellow plastic cap marked: WA LS 2648; thence North 47°51'53" West a distance of 899.09 feet, along or near a fence to an angle point marked by a 5/8 in. diameter by 30 in. long iron rod with yellow plastic cap marked: WA LS 2648; thence North 38°47'02" West a distance of 435.55 feet, along or near a fence to an angle point marked by a 5/8 in. diameter by 30 in. long iron rod with yellow plastic cap marked: WA LS 2648; thence North 80°39'46" West a distance of 808.72 feet, along or near a fence to an angle point marked by a 5/8 in. diameter by 30 in. long iron rod with yellow plastic cap marked: WA LS 2648; thence South 11°19'35" West a distance of 713.12 feet, along or near a fence to an angle point marked by a 5/8 in. diameter by 30 in. long iron rod with yellow plastic cap marked: WA LS 2648; thence South 87°45'08" West a distance of 2160.96 feet, along or near a fence to an angle point marked by a 5/8 in. diameter by 30 in. long iron rod with yellow plastic cap marked: WA LS 2648; thence North 00°01'45" East a distance of 2223.29 feet, along or near a fence to a fence intersection point marked by a 5/8 in. diameter. by 30 in. long iron rod with yellow plastic cap marked: WA LS 2648, and being South 89°16'53" West a distance of 4012.07 feet from the section corner of Sections 11, 12, 13, and 14; thence: Said line being extended or shortened to intersect the section line of Sections 11 and 14, and said intersection point being the terminus of this description.

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**TRACT 2:**Township 2 South, Range 45 East, of the Willamette Meridian, Wallowa County, Oregon

Section 10: SW $\frac{1}{4}$ , W $\frac{1}{2}$ SE $\frac{1}{4}$ ;  
 Section 15: NW $\frac{1}{4}$ , W $\frac{1}{2}$ NE $\frac{1}{4}$ , N $\frac{1}{2}$ SW $\frac{1}{4}$ , NW $\frac{1}{4}$ SE $\frac{1}{4}$

SUBJECT TO: Instruments recorded in Book J of Deeds, at pages 355 and 358 to Big Bend Water Ditch Company for rights of way for irrigation ditch; Easement to Pacific Power and Light recorded in Book 92 of Deeds, page 314; all other roadways, easements and rights of way of record.

TOGETHER WITH: all water rights appurtenant thereto and all shares in water ditch companies owned by Sellers.

**TRACT 3**

A tract of land situated in portions of Sections 23 and 26, Township 2 South, Range 45 East of the Willamette Meridian, Wallowa County, Oregon, designated as UNSURVEYED PARCEL 3 on Partition Plat No. 2006-54898, on file and of record in the Office of the County Clerk of said County and State, a more particularly described as follows:

Township 2 South, Range 45 East of the Willamette Meridian, Wallowa County, Oregon

Section 23: SE $\frac{1}{4}$   
 Section 26: NE $\frac{1}{4}$ NE $\frac{1}{4}$ , NW $\frac{1}{4}$ NE $\frac{1}{4}$ , NE $\frac{1}{4}$ NW $\frac{1}{4}$

EXCEPTING THEREFROM the following described tracts:

- (1) The South 776 feet of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ , lying and being West of the centerline of Farmers Ditch, all in Section 26, T2S, R45 EWM, more particularly described as follows: BEGINNING at a point 30 feet East of the centerline of Liberty Road traveled way, marked by a 1 $\frac{1}{2}$  inch diameter aluminum cap on a 5/8 inch diameter by 30 inch long rebar, buried 28 inches in the ground and marked: WALLOWA ASSOCIATES, LLA-1, 2005, LS 2648. This same point bears on a forward bearing North 58°14'31" East, an ellipsoid distance of 9370.26 feet from the Section corner of Sections 27, 28, 33 and 34, T2S, R45 EWM, from this same point a 3/4 inch iron pipe, found under an East-West fence and 30 feet East of the centerline of Liberty Road traveled way, bears South 00°53'54" East, 776.04 feet distant; thence East a distance of approximately 796 feet to the center of Farmers Ditch; thence Southwest, South, Southeast, South, and Southwest coincident with the center of Farmers Ditch a distance of approximately 835 feet to the South boundary of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ ; thence Westerly coincident with the South boundary of the NW $\frac{1}{4}$ NE $\frac{1}{4}$  a distance of approximately 846 feet to the Southwest corner of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ ; thence Northerly coincident with the North-South center of Section line a distance of approximately 776 feet to a point due West of the point of beginning; thence East a distance of approximately 30 feet to the point of beginning.
- (2) A tract of land situated in portions of Sections 23 and 26, Township 2 South, Range 45 East of the Willamette Meridian, Wallowa County, Oregon, designated as PARCELS 1 and 2 on Partition Plat No. 2006-54898, on file and of record in the Office of the County Clerk of said County and State, a more particularly described as follows:



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TRACT 4

Township 2 South, Range 46 East of the Willamette Meridian, Wallowa County, Oregon

Section 12: The South 1239.32 feet of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ ; the North 610 feet of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ ; the South 1239.32 feet of the SW $\frac{1}{4}$ NE $\frac{1}{4}$ ; the North 610 feet of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ ; the North 610 feet of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ , all lying East of the Easterly right line of the Oregon State Highway as conveyed by instrument recorded in Book 62 of Deeds, Page 602.

Township 2 South, Range 47 East of the Willamette Meridian, Wallowa County, Oregon

Section 7: The South 1239.32 feet of Government Lot 2 and the North 610 feet of Government Lot 3

Township 2 South, Range 46 East of the Willamette Meridian, Wallowa County, Oregon

Section 12: SE $\frac{1}{4}$ SE $\frac{1}{4}$ , NE $\frac{1}{4}$ SE $\frac{1}{4}$ , EXCEPT the North 610 feet thereof; NW $\frac{1}{4}$ SE $\frac{1}{4}$ , EXCEPT the North 610 feet thereof; SW $\frac{1}{4}$ SE $\frac{1}{4}$ , EXCEPT the South-half of the West 330 feet; NE $\frac{1}{4}$ SW $\frac{1}{4}$  lying East of the Easterly line of the Oregon State Highway as conveyed by instrument recorded in Book 62 of Deeds, Page 602; EXCEPT the North 610 feet thereof.

EXCEPTING THEREFROM a one-acre tract in the NE $\frac{1}{4}$ SW $\frac{1}{4}$ , Section 12, conveyed to Everett Talbott by instrument recorded in Book 69 of Deeds, Page 482.

Township 2 South, Range 47 East of the Willamette Meridian, Wallowa County, Oregon

Section 7: Government Lot 3, EXCEPT the North 610 feet thereof

TRACT 5

Township 2 South, Range 45 East of the Willamette Meridian, Wallowa County, Oregon

Section 26: SW $\frac{1}{4}$ NW $\frac{1}{4}$ , NW $\frac{1}{4}$ SW $\frac{1}{4}$ , and the North 33 feet of the SE $\frac{1}{4}$ NW $\frac{1}{4}$   
Section 27: SE $\frac{1}{4}$ NE $\frac{1}{4}$ , NE $\frac{1}{4}$ SE $\frac{1}{4}$

TRACT 6

Township 1 South, Range 47 East of the Willamette Meridian, Wallowa County, Oregon

Section 31: E $\frac{1}{2}$ SW $\frac{1}{4}$ , SE $\frac{1}{4}$   
Section 32: SW $\frac{1}{4}$ , NW $\frac{1}{4}$ SE $\frac{1}{4}$

Township 2 South, Range 47 East of the Willamette Meridian, Wallowa County, Oregon

Section 5: Lots 2, 3 and 4, SW $\frac{1}{4}$ NE $\frac{1}{4}$ , S $\frac{1}{2}$ NW $\frac{1}{4}$ , SW $\frac{1}{4}$ , W $\frac{1}{2}$ SE $\frac{1}{4}$   
Section 6: Lots 1, 2 and 3, S $\frac{1}{2}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$ NW $\frac{1}{4}$ , E $\frac{1}{2}$ SW $\frac{1}{4}$ , SE $\frac{1}{4}$   
Section 7: N $\frac{1}{2}$ NE $\frac{1}{4}$ , SW $\frac{1}{4}$ NE $\frac{1}{4}$ , E $\frac{1}{2}$ NW $\frac{1}{4}$ , NE $\frac{1}{4}$ SW $\frac{1}{4}$ , NW $\frac{1}{4}$ SE $\frac{1}{4}$   
Section 8: W $\frac{1}{2}$ NE $\frac{1}{4}$ , W $\frac{1}{2}$

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# Application for Water Right Transfer

## Evidence of Use Affidavit



Oregon Water Resources Department  
 725 Summer Street NE, Suite A  
 Salem, Oregon 97301-1266  
 (503) 986-0900  
 www.wrd.state.or.us

Please print legibly or type. Be as specific as possible. Attach additional pages if you need more spacing. Supporting documentation must be attached.

State of Oregon )  
 County of Wallowa ) ss

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I, David Frasch, in my capacity as Farmer,  
 mailing address P.O. Box 459 Enterprise, OR 97828  
 telephone number (503) 507-3139, being first duly sworn depose and say:

OWRD

1. My knowledge of the exercise or status of the water right is based on (check one):

- Personal observation       Professional expertise

2. I attest that:

Water was used during the previous five years on the **entire** place of use for Certificate # \_\_\_\_\_; **OR**

My knowledge is specific to the use of water at the following locations within the last five years:

Certificate #	Township		Range		Mer	Sec	¼ ¼	Gov't Lot or DLC	Acres (if applicable)
7716	2	S	45	E	Wm	15	NW¼		4.4
	"	"	"	"	"	15	SW¼		4.5

OR

- Confirming Certificate # \_\_\_\_\_ has been issued within the past five years; **OR**
- Part or all of the water right was leased instream at some time within the last five years. The instream lease number is: IL-1689 (Note: If the entire right proposed for transfer was not leased, additional evidence of use is needed for the portion not leased instream.); **OR**
- The water right is not subject to forfeiture and documentation that a presumption of forfeiture for non-use would be rebutted under ORS 540.610(2) is attached.
- Water has been used at the actual current point of diversion or appropriation for more than 10 years for Certificate # \_\_\_\_\_ (For Historic POD/POA Transfers)

(continues on reverse side)

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3. The water right was used for: (e.g., crops, pasture, etc.): Crops - Hay + Wheat

4. I understand that if I do not attach one or more of the documents shown in the table below to support the above statements, my application will be considered incomplete.

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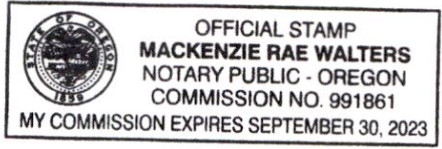
[Signature]  
Signature of Affiant

4/20/21  
Date

Signed and sworn to (or affirmed) before me this 20<sup>th</sup> day of APRIL, 20 21.

[Signature]  
Notary Public for Oregon

My Commission Expires: Sept 30, 2023



Supporting Documents	Examples
<input type="checkbox"/> Copy of a water right certificate that has been issued within the last five years. (not a remaining right certificate)	Copy of <b>confirming</b> water right certificate that shows issue date
<input type="checkbox"/> Copies of receipts from sales of irrigated crops or for expenditures related to use of water	<ul style="list-style-type: none"> <li>• Power usage records for pumps associated with irrigation use</li> <li>• Fertilizer or seed bills related to irrigated crops</li> <li>• Farmers Co-op sales receipt</li> </ul>
<input type="checkbox"/> Records such as FSA crop reports, irrigation district records, NRCS farm management plan, or records of other water suppliers	<ul style="list-style-type: none"> <li>• District assessment records for water delivered</li> <li>• Crop reports submitted under a federal loan agreement</li> <li>• Beneficial use reports from district</li> <li>• IRS Farm Usage Deduction Report</li> <li>• Agricultural Stabilization Plan</li> <li>• CREP Report</li> </ul>
<input checked="" type="checkbox"/> Aerial photos containing sufficient detail to establish location and date of photograph	<p>Multiple photos can be submitted to resolve different areas of a water right. If the photograph does not print with a "date stamp" or without the source being identified, the date of the photograph and source should be added.</p> <p>Sources for aerial photos: OSU – <a href="http://www.oregonexplorer.info/imagery">www.oregonexplorer.info/imagery</a> OWRD – <a href="http://www.wrd.state.or.us">www.wrd.state.or.us</a> Google Earth – <a href="http://earth.google.com">earth.google.com</a> TerraServer – <a href="http://www.terra-server.com">www.terra-server.com</a></p>
<input checked="" type="checkbox"/> Approved Lease establishing beneficial use within the last 5 years	Copy of instream lease or lease number

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Evidence of Use  
Supporting Documentation

BEFORE THE WATER RESOURCES DEPARTMENT  
OF THE  
STATE OF OREGON

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In the Matter of Instream Lease Application ) DETERMINATION and  
IL-1689, Wallowa County ) FINAL ORDER ON PROPOSED  
) INSTREAM LEASE

**Authority**

Oregon Revised Statute (ORS) 537.348 establishes the process in which a water right holder may submit a request to lease an existing water right for instream purposes. Oregon Administrative Rule (OAR) Chapter 690, Division 077 implements the statutes and provides the Department's procedures and criteria for evaluating instream lease applications.

**Lessors**

Long Oak, LLC  
Brantwood, LLC  
Prairie Creek Holdings, LLC  
PO Box 459  
Enterprise, OR 97828  
[rfrosher@msn.com](mailto:rfrosher@msn.com)

**Co-Lessors**

Alder Slope Ditch Company  
65179 Alder Slope Road  
Enterprise, OR 97828  
[farmsupply@eoni.com](mailto:farmsupply@eoni.com)

Wallowa Lake Irrigation District  
61901 Prairie Creek Road  
Joseph, OR 97846  
[butterfieldfarms@live.com](mailto:butterfieldfarms@live.com)

**Findings of Fact**

1. On May 17, 2018, Long Oak, LLC, Brantwood, LLC, Prairie Creek Holdings, LLC, Alder Slope Ditch Company, and Wallowa Lake Irrigation District filed an application to lease a portion of Certificates 7716, 47326, 48313, 48403, 51483, 54760, 86543, and 91137 for instream use. The Department assigned the application number IL-1689.
2. The Lessors and Co-Lessors requested the water be protected for a two-day period during the irrigation season, June 1 through June 2.
3. On May 29, 2018, the Lessors submitted amended pages for the portion of the lease involving Certificate 7716. In addition, the Lessors submitted an amended Map 2 of 3.
4. On May 31, 2018, the Lessors requested Table 1 for Certificate 48313 be corrected to reflect 2.3 acres in the NWSW of Section 26.
5. On June 4, 2018, the Lessors requested a correction to the PLSS description of the Clearwater Ditch.

This is a final order in other than contested case. This order is subject to judicial review under ORS 183.484. Any petition for judicial review must be filed within the 60 day time period specified by ORS 183.484(2). Pursuant to ORS 536.075 and OAR 137-004-0080 you may either petition for judicial review or petition the Director for reconsideration of this order. A petition for reconsideration may be granted or denied by the Director, and if no action is taken within 60 days following the date the petition was filed, the petition shall be deemed denied.

6. The portion of the first right to be leased has been modified from the lease application and is as follows: **OWRD**

**Certificate:** 7716, in the name of Big Bend Ditch Company (confirmed by the Wallowa River Decree)  
**Use:** Irrigation of 20.6 acres  
**Priority Date:** February 1884  
**Quantity:** **Rate:** 0.51 Cubic Foot per Second (CFS)  
**Volume:** 2.02 Acre-Feet (AF)  
**Limit:** Shall not exceed 1.5 acre feet per acre during any period of thirty days prior to July 31 of each year, and thereafter not to exceed 1.0 acre foot per acre during the entire remainder of the irrigation season.  
**Source:** Wallowa River, tributary to Grande Ronde River

**Authorized Point of Diversion (POD):** None listed on Certificate

**Authorized Place of Use:**

Twp	Rng	Mer	Sec	Q-Q	Tax Lot	Acres
2 S	45 E	WM	10	NW SE	3200	0.6
2 S	45 E	WM	10	NW SW	3200	0.8
2 S	45 E	WM	10	NE SW	3200	0.8
2 S	45 E	WM	10	SE SW	3200	1.8
2 S	45 E	WM	15	NE NW	3200	2.4
2 S	45 E	WM	15	NW NW	3200	6.8
2 S	45 E	WM	15	SW NW	3900	0.7
2 S	45 E	WM	15	SE NW	3900	2.3
2 S	45 E	WM	15	NE SW	3900	1.0
2 S	45 E	WM	15	NW SW	3900	1.7
2 S	45 E	WM	15	NW SE	3900	1.7
Total Acres						20.6

7. Certificate 7716 does not specify a point of diversion. However, information available from the Watermaster and Lessors indicates the point of diversion is located at:

Twp	Rng	Mer	Sec	Q-Q	Coordinates
2 S	45 E	WM	31	NE NE	Consolidated Ditch: Latitude: 45.350726° Longitude: -117.232953°

8. The portion of the second right to be leased has been modified from the lease application and is as follows:

**Certificate:** 48313, in the name of Silver Lake Water Ditch Co. (confirmed by the Wallowa River Decree)  
**Use:** Irrigation of 18.3 acres  
**Priority Date:** 1893  
**Quantity:** **Rate:** 0.45 Cubic Foot per Second (CFS)  
**Volume:** 1.79 Acre-Feet (AF)

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**Limit:** Shall not exceed 1.5 acre feet per acre during any period of thirty days prior to July 31 of each year, and thereafter not to exceed 1.0 acre foot per acre during the entire remainder of the irrigation season.

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**Source:** Wallowa River, tributary to Grande Ronde River

**Authorized Point of Diversion (POD):**

Twp	Rng	Mer	Sec	Q-Q	Lot	Measured Distances
3 S	45 E	WM	5	NE NW	4	SILVER LAKE DITCH: 900 FEET SOUTH AND 1700 FEET EAST FROM THE NW CORNER OF SECTION 5

**Authorized Place of Use:**

Twp	Rng	Mer	Sec	Q-Q	Tax Lot	Acres
2 S	45 E	WM	23	NE SE	7300	2.3
2 S	45 E	WM	23	SE SE	7300	2.7
2 S	45 E	WM	26	SE NE	7900	1.8
2 S	45 E	WM	26	SW NE	7900	1.7
2 S	45 E	WM	26	NE SE	7900	1.1
2 S	45 E	WM	26	NW SE	7900	2.7
2 S	45 E	WM	26	SW SE	8300	1.3
2 S	45 E	WM	26	SE SE	8300	0.9
2 S	45 E	WM	26	NW SW	8000	2.3
2 S	45 E	WM	27	NE SE	8000	1.5
Total Acres						18.3

9. Certificate 48313 specifies the measured distances for the location of the point of diversion. However, the Watermaster has provided latitude and longitude for the location of the point of diversion as follows:

Twp	Rng	Mer	Sec	Q-Q	Coordinates
3 S	45 E	WM	5	NE NW	SILVER LAKE DITCH: Latitude: 45.335296° Longitude: -117.222913°

10. The portion of the third right to be leased has been modified from the lease application and is as follows:

**Certificate:** 48403, in the name of Alder Slope Ditch Company (confirmed by the Wallowa River Decree)  
**Use:** Irrigation of 28.8 acres  
**Priority Date:** November 30, 1901  
**Quantity:** **Rate:** 0.71 Cubic Foot per Second (CFS)  
**Volume:** 2.82 Acre-Feet (AF)  
**Limit:** Shall not exceed 1.5 acre feet per acre during any period of thirty days prior to July 31 of each year, and thereafter not to exceed 1.0 acre foot per acre during the entire remainder of the irrigation season.  
**Source:** Hurricane Creek, tributary of the Wallowa River

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**Authorized Point of Diversion (POD):**

Twp	Rng	Mer	Sec	Q-Q	Survey Coordinates
3 S	44 E	WM	3	NE NE	ALDER SLOPE DITCH: South 76 DEGREES 02 MINUTES WEST 49 FEET FROM THE NE CORNER OF SECTION 3

**Authorized Place of Use:**

Twp	Rng	Mer	Sec	Q-Q	Tax Lot	Acres
1 S	44 E	WM	31	NE SE	5203	1.6
1 S	44 E	WM	31	SW SE	5301	15.8
1 S	44 E	WM	31	SE SW	5300	4.4
2 S	44 E	WM	6	NW NE	200	7.0
Total Acres						28.8

11. Certificate 48403 specifies the survey coordinates for the location of the point of diversion. However, the Watermaster has provided latitude and longitude for the location of the point of diversion as follows:

Twp	Rng	Mer	Sec	Q-Q	Lot	Coordinates
3 S	44 E	WM	3	NE NE	1	ALDER SLOPE DITCH: Latitude: 45.337823° Longitude: -117.292004°

12. The portion of the fourth right to be leased has been modified from the lease application and is as follows:

**Certificate:** 91137, in the name of Farmers Water Ditch Company (confirmed by the Wallowa River Decree)

**Use:** Irrigation of 13.3 acres

**Priority Date:** 1900

**Quantity:** **Rate:** 0.33 Cubic Foot per Second (CFS)  
**Volume:** 1.30 Acre-Feet (AF)  
**Limit:** Shall not exceed 1.5 acre feet per acre during any period of thirty days prior to July 31 of each year, and thereafter not to exceed 1.0 acre foot per acre during the entire remainder of the irrigation season.

**Source:** Wallowa River, tributary to Grande Ronde River

**Authorized Point of Diversion (POD):** FARMERS DITCH

**Authorized Place of Use:**

Twp	Rng	Mer	Sec	Q-Q	Tax Lot	Acres
2 S	45 E	WM	23	SW SE	7300	0.8
2 S	45 E	WM	26	NW NE	7300	1.5
2 S	45 E	WM	26	SW NE	7900	1.6
2 S	45 E	WM	26	NE NW	7300	3.2
2 S	45 E	WM	26	SW NW	8000	5.0
2 S	45 E	WM	27	SE NE	8000	1.2
Total Acres						13.3

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13. Certificate 91137 provides a general description of the point of diversion. However, the Watermaster has provided a more detailed description of the location of the point of diversion as follows:

Twp	Rng	Mer	Sec	Q-Q	Coordinates
2 S	45 E	WM	32	SW SW	FARMERS DITCH: Latitude: 45.337650° Longitude: -117.227488°

14. The portion of the fifth right to be leased has been modified from the lease application and is as follows:

**Certificate:** 47326, in the name of Jim Petty (perfected under Permit S-38986)  
**Use:** Irrigation of 19.2 acres  
**Priority Date:** March 8, 1974  
**Quantity:** **Rate:** 0.39 Cubic Foot per Second (CFS)  
**Volume:** 0.88 Acre-Foot (AF)  
**Limit:** One-Fortieth of one cubic foot per second per acre, and shall be further limited to a diversion of not to exceed 3.5 acre feet per acre for each acre irrigated during the irrigation season of each year.  
**Source:** Wallowa River, tributary to Grande Ronde River

**Authorized Point of Diversion (POD):**

Twp	Rng	Mer	Sec	Q-Q	Measured Distances
2 S	45 E	WM	31	NE NE	550 FEET SOUTH AND 800 FEET WEST FROM THE NE CORNER OF SECTION 31

**Authorized Place of Use:**

Twp	Rng	Mer	Sec	Q-Q	Tax Lot	Acres
2 S	45 E	WM	10	SE SW	3200	2.1
2 S	45 E	WM	10	SW SE	3200	1.7
2 S	45 E	WM	15	NW NE	3200	5.0
2 S	45 E	WM	15	NE NW	3200	3.5
2 S	45 E	WM	15	SE NW	3900	6.6
2 S	45 E	WM	15	SW NE	3900	0.3
Total Acres						19.2

15. Certificate 47326 specifies the measured distances for the location of the point of diversion. However, the Watermaster has provided latitude and longitude for the location of the point of diversion as follows:

Twp	Rng	Mer	Sec	Q-Q	Coordinates
2 S	45 E	WM	31	NE NE	Consolidated Ditch: Latitude: 45.350726° Longitude: -117.232953°

16. The portion of the sixth right to be leased has been modified from the lease application and is as follows:

**Certificate:** 51483, in the name of James P. and Joan T. Petty (perfected under Permit S-28864)  
**Use:** Irrigation of 15.5 acres  
**Priority Date:** June 11, 1963

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**Quantity:** **Rate:** 0.20 Cubic Foot per Second (CFS)  
**Volume:** 0.71 Acre-Foot (AF)  
**Limit:** One-Fortieth of one cubic foot per second per acre. 3.5 acre feet provided further that the right to use water is limited to the period when the flow of the Lower Grande Ronde River is more than 300 cfs at USGS Gage 3325 and more than 420 cfs at the Oregon-Washington border.  
**Source:** Wallowa River, tributary to Grande Ronde River

**Authorized Point of Diversion (POD):**

Twp	Rng	Mer	Sec	Q-Q	Measured Distances
2 S	45 E	WM	31	NE NE	550 FEET SOUTH AND 800 FEET WEST FROM THE NE CORNER OF SECTION 31

**Authorized Place of Use:**

Twp	Rng	Mer	Sec	Q-Q	Tax Lot	Acres
2 S	45 E	WM	10	NW SE	3200	1.8
2 S	45 E	WM	10	SE SW	3200	3.1
2 S	45 E	WM	15	NE NW	3200	3.7
2 S	45 E	WM	15	SE NW	3900	6.6
2 S	45 E	WM	15	SW NE	3900	0.3
Total Acres						15.5

17. Certificate 51483 specifies the survey coordinates for the location of the point of diversion. However, the Watermaster has provided latitude and longitude for the location of the point of diversion as follows:

Twp	Rng	Mer	Sec	Q-Q	Coordinates
2 S	45 E	WM	31	NE NE	Consolidated Ditch: Latitude: 45.350726° Longitude: -117.232953°

18. The portion of the seventh right to be leased has been modified from the lease application and is as follows:

**Certificate:** 54760, Jim Petty (perfected under Permit S-43879)  
**Use:** Irrigation of 0.7 acres  
**Priority Date:** January 29, 1979  
**Quantity:** **Rate:** 0.17 Cubic Foot per Second (CFS)  
**Volume:** 0.03 Acre-Foot (AF)  
**Limit:** One-Fortieth of one cubic foot per second per acre, and shall be further limited to a diversion of not to exceed 3.5 acre feet per acre for each acre irrigated during the irrigation season of each year.  
**Source:** Wallowa River, tributary to Grande Ronde River

**Authorized Point of Diversion (POD):**

Twp	Rng	Mer	Sec	Q-Q	Measured Distances
2 S	45 E	WM	31	NE NE	550 FEET SOUTH AND 800 FEET WEST FROM THE NE CORNER OF SECTION 31

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**Authorized Place of Use:**



Twp	Rng	Mer	Sec	Q-Q	Tax Lot	Acres
2 S	45 E	WM	10	NW SE	3200	0.7

19. Certificate 54760 specifies the measured distances for the location of the point of diversion. However, the Watermaster has provided latitude and longitude for the location of the point of diversion as follows:

Twp	Rng	Mer	Sec	Q-Q	Coordinates
2 S	45 E	WM	31	NE NE	Consolidated Ditch: Latitude: 45.350726° Longitude: -117.232953°

20. The portion of the eighth right to be leased has been modified from the lease application and is as follows:

**Certificate:** 86543, in the name of the Associated Ditch Companies, Corp. (perfected under Permit S-52035)  
**Use:** Irrigation of 3.9 acres  
**Priority Date:** March 20, 1992  
**Quantity:** **Rate:** 0.098 Cubic Foot per Second (CFS), being 0.072 CFS from live flow, and not more than 0.026 CFS from storage  
**Volume:** 0.18 Acre-Foot (AF)  
**Limit:** One-Fortieth of one cubic foot per second per acre, and shall be further limited to a diversion of not to exceed 3.5 acre feet per acre for each acre irrigated during the irrigation season of each year.  
**Period of Use:** May 1 through June 30 from live flow and May 1 to October 1 for water legally stored  
**Source:** Wallowa River and Wallowa Lake Reservoir, constructed under Permit Numbers R-347 and R-5018, tributaries of the Grande Ronde River

**Authorized Point of Diversion (POD):**

Twp	Rng	Mer	Sec	Q-Q	LOT	Measured Distances
2 S	45 E	WM	26	SE NE		DITCH DIVERSION: 2300 FEET NORTH AND 1320 FEET WEST FROM THE SE CORNER OF SECTION 26
3 S	45 E	WM	5	NE NW	4	WALLOWA LAKE DIVERSION: 880 FEET SOUTH AND 1550 FEET EAST FROM THE NW CORNER OF SECTION 5

**Authorized Place of Use:**

Twp	Rng	Mer	Sec	Q-Q	Tax Lot	Acres
2 S	45 E	WM	26	SE NE	7900	3.9

21. Certificate 86543 specifies the measured distances for the re-diversion from the Silver Lake Ditch. However, the Watermaster has provided latitude and longitude for the location of the point of diversion of the Silver Lake Ditch as follows:

Twp	Rng	Mer	Sec	Q-Q	Coordinates
3 S	45 E	WM	5	NE NW	SILVER LAKE DITCH: Latitude: 45.335296° Longitude: -117.222913°

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- 22. Certificate 7716, 48313, 48403, 91137, 47326, 51483, 54760, and 86543 do not specify the irrigation season. However, the Wallowa River Decree establishes the irrigation season for the area as May 1 to October 1.
- 23. There may be other primary or supplemental irrigation water rights appurtenant to all or a portion of the lands described in Finding of Fact Nos. 6, 8, 10, 12, 14, 16, 18, and 20. The Lessor and Co-Lessor have requested that those water rights not be included as part of this lease application. During the term of the lease, water use under those rights will also be suspended.
- 24. The lease application includes the information required under OAR 690-077-0076(3). The Department provided notice of the lease application pursuant to OAR 690-077-0077(1). No comments were received.
- 25. The instream use has been modified from the lease application to accurately reflect the volume of water protected and is as follows:

**Instream Point 1:** At the Point of Diversion for Certificates 48313 and 86543, in the NENW of Section 5, Township 3 South, Range 45 East, W.M. (as described in Findings of Fact Nos. 9 and 21, commonly referred to as Silver Lake Ditch)

Source: Wallowa River, tributary to Grande Ronde

Certificate	Priority Date	Instream Rate (CFS)	Instream Volume (AF)	Period Protected Instream
48313	1893	0.450	1.79	June 1 through June 2
86543	3/20/1992	0.098	0.18	June 1 through June 2

**Instream Point 2:** At the Point of Diversion for Certificate 91137 in the SWSW of Section 32, Township 2 South, Range 45 East, W.M. (as described in Finding of Fact No. 13, commonly referred to as Farmers Ditch)

Source: Wallowa River, tributary to Grande Ronde

Certificate	Priority Date	Instream Rate (CFS)	Instream Volume (AF)	Period Protected Instream
91137	1900	0.33	1.30	June 1 through June 2

**Instream Point 3:** At the Point of Diversion for Certificates 7716, 47326, 51483, and 54760 in the NENE of Section 31, Township 2 South, Range 45 East, W.M. (as described in Findings of Fact Nos. 7, 15, 17, and 19, commonly referred to as the Consolidated Ditch)

Source: Wallowa River, tributary to Grande Ronde

Certificate	Priority Date	Instream Rate (CFS)	Instream Volume (AF)	Period Protected Instream
7716	2/1884	0.51	2.02	June 1 through June 2
47326	3/8/1974	0.39	0.88	June 1 through June 2
51483	6/11/1963	0.20	0.71	June 1 through June 2
54760	1/29/1979	0.17	0.03	June 1 through June 2



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**Instream Point 4:** At the Point of Diversion for Certificate 48403 in NENE of Section 3, Township 3 South, Range 44 East, W.M. (as described in Finding of Fact No. 11, commonly referred to as Alder Slope Ditch)

Source: Hurricane Creek, tributary to Wallowa River

Certificate	Priority Date	Instream Rate (CFS)	Instream Volume (AF)	Period Protected Instream
48403	11/30/190191	0.71	2.82	June 1 through June 2

26. The amount and timing of the proposed instream flow is allowable within the limits and use of the original water rights.
27. The protection of flows at the authorized points of diversion is appropriate, considering:
- The instream water use begins at the recorded point of diversion;
  - The location of confluences with other streams downstream of the point of diversion.
  - There are no known areas of natural loss of streamflow to the river bed downstream from the point of diversion; and
  - Any return flows resulting from the exercise of the existing water right would re-enter the river downstream of the point of the instream water right
28. The total monthly quantities of water to be protected under the existing and proposed instream rights at the points will provide for a beneficial purpose.
29. The total monthly quantities of water to be protected instream under existing and proposed instream rights at the point do not exceed the estimated average natural flow.
30. If approved, this instream lease is not reasonably expected to significantly affect land use as prescribed by ORS 197.180, OAR Chapter 660, Divisions 30 and 31, and OAR Chapter 690, Division 5.
31. Based upon review of the application, information provided by the Department's Watermaster, and other available information, the Department finds that the lease will not result in injury or enlargement. The order approving this instream lease may be modified or revoked under OAR 690-077-0077 if the Department later finds that the lease is causing injury to any existing water right or enlargement of the original right.
32. If a right which has been leased is later proposed to be leased again, transferred and/or reviewed under an allocation of conserved water, a new injury review shall be required. For example, instream transfers will be subject to a full and complete review to determine consistency with the requirements of OAR Chapter 690, Division 380 and Division 077. Approval of this lease does not establish a precedent for approval of any future transactions.
33. The Lessors and Co-Lessors have requested that the lease terminate on September 30, 2018. The lease may commence on the date this final order is signed.



34. The Lessors and Co-Lessors have requested that there not be an option to terminate the lease.

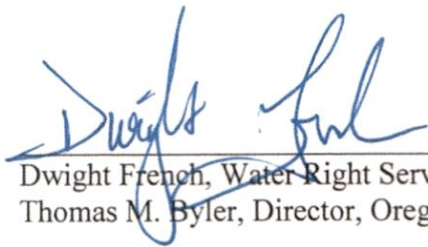
**Conclusions of Law**

The Department concludes that the lease will not result in injury or enlargement, OAR 690-077-0077. The lease conforms to the applicable provisions of OAR 690-077-0015.

**Now, therefore it is ORDERED:**

1. The Lease as described herein is APPROVED.
2. During the term of the lease, the former place of use will no longer receive water as part of these rights, any supplemental rights, or any other layered irrigation water rights, including ground water registrations and permits.
3. The term of the lease will commence upon approval of the instream lease and terminate on September 30, 2018.

Dated at Salem, Oregon this day JUN 13 2018.



Dwight French, Water Right Services Division Administrator, for  
Thomas M. Byler, Director, Oregon Water Resources Department

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JUN 13 2018

Mailing date: \_\_\_\_\_

*This document was prepared by Teri Hranac.  
If you have any questions, please call  
503-986-0881.*

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