



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

Application for Instream Lease

Part 1 of 4 – Minimum Requirements Checklist

Complete Part 1 through 4 and include the required attachments Fill in or check boxes as indicated. (N/A= Not Applicable)	OWRD # <u>1L-1878</u>
	Fee- _____

Pursuant to ORS 537.348(2) and OAR 690-077

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

Yes **Part 1 – Completed Minimum Requirements Checklist and Application Fee**

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

Yes **Part 2 – Completed Instream Lease Application Map Checklist.** **Received by OWRD**

Yes **Part 3 – Completed Water Right and Instream Use Information** **JUN 09 2021**
 Include a separate **Part 3** for **each water right**

Yes **Part 4 – Completed Instream Lease Provisions and Signatures** **Salem, OR**

Yes **How many water rights are leased? 1 List them here: 88890**
 Include a separate **Part 3** for each **water right**.

Yes **N/A** **Other Water Rights**, if any, appurtenant to the lands involved in the lease application and not proposed to be leased instream?
List those other water rights here: _____

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

Attachments:

- Yes** **N/A** **Map:** Instream Lease map requirements (see Part 2 of this application)
- Yes** **N/A** **Tax Lot Map:** If a portion of the water right *not included in the lease* is appurtenant to lands owned by others, a tax lot map must be included with the lease application. The tax lot map should clearly show the property involved in the lease.
- Yes** **N/A** Supporting documentation describing why a right (or portion thereof) is valid and not subject to forfeiture even though the right has not been exercised for five or more consecutive years. This information only needs to be provided if the checkbox has been checked to identify that the water right has not been used in the last five years and is not subject to forfeiture (See Part 4 of 4).
- Yes** **N/A** If the Lessor (water right holder) is not the deeded landowner - provide one of the following.
 - A notarized statement from the landowner consenting to the lease and a copy of the recorded deed; or.
 - A water right conveyance agreement and a copy of the recorded deed for the landowner at the time the water right was conveyed; or
 - Other documentation which provides authority to pursue the lease absent consent of the landowner.

Part 2 of 4 – Instream Lease Application Map Checklist

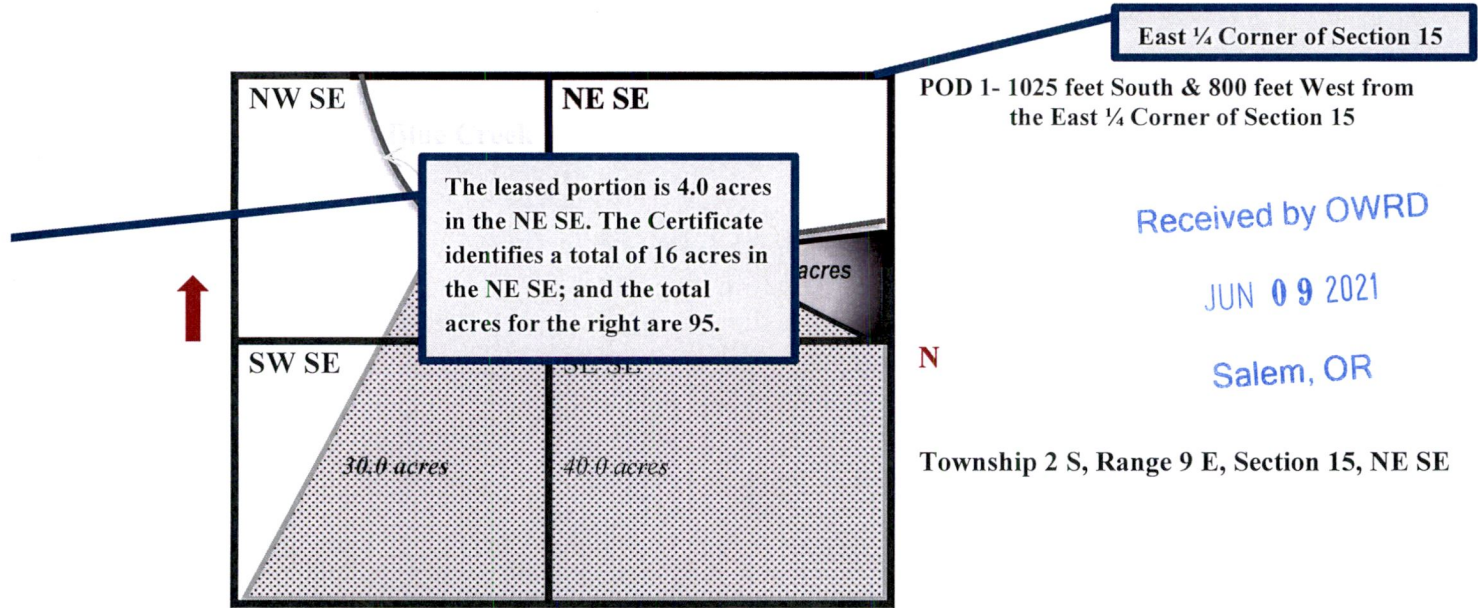
A Map is generally required for each water right not leased in its entirety

The application map (if required) should include all the items listed below and match the existing water right(s) of record. Check all boxes that apply.

This should be a simple map. (See example below). A copy of a final proof survey map with the portion to be leased shaded or hachured in will also suffice.

- N/A A map is required for each water right not leased in its entirety. More than one QQ and property may be included on each map. A map is not required, if leasing the entire right or if the right to be leased is for municipal or quasi-municipal water use.
- The map should be of sufficient quality to be reproducible. Please do not use highlighters to mark items on the map as highlighters do not always copy.
- A North arrow and map scale (no smaller than 1" = 1320').
- Township, Range, Section, quarter quarter (QQ), and a clearly labeled survey corner.
- For irrigation or other similar use, the number of acres to be leased in each quarter-quarter clearly labeled and hachured to differentiate between the acres being leased and any remaining. If the place of use is broken down by more than one priority date, or source stream, and/or point of diversion you must identify each with separate hachuring and clearly label.
- If available, identify the existing point(s) of diversion.

EXAMPLE MAP (the darker shaded portion representing the portion leased instream)



JUN 09 2021

Part 3 of 4 – Water Right and Instream Use Information

Salem, OR

Use a separate Part 3 for each water right to be leased instream

Water Right Information

Water right # 88890

Table 1

Water Right Information: Provide a description of the originating water right to be leased. Also include your tax lot number(s). Fill in all applicable information. For example, if your water right has multiple points of diversion (POD) but they're not numbered, you do not need to include a number. If not enough room below, you may add additional rows (see instructions) or attach spreadsheet (matching Table 1). Please clearly label any attachments.

If only leasing a portion of the right - complete Table 1 as indicated **Entirety** - If the entire water right is to be leased, skip to Table 3.

Priority Date	POD #	Twp	Rng	Sec	Q-Q	Tax Lot	Gov't Lot/DLC	Acres	USE	Previous Lease # (if any)
EXAMPLE										
12/2/1901	3	2-S	9-E	15	NESE	100	47	4.0	IR	IL-1100
12/31/1888		13-S	9-E	16	SW-NE	1801		7.8	IRR	
		-	-		-					
		-	-		-					
		-	-		-					

Total Acres: 7.8 ac instream, 0.2 ac remain

Table 2

To illustrate the totals for the water right proposed to be leased instream

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

Priority Date	POD #	Use	Total Acres	Other Information (such as conditions/limitations on the right)	Total Rate (cfs)	Total Volume (af)
12/31/1888		IRR	7.8	1/60 per ac, 3 AF/ac, 5/1-9/15	0.13	23.4

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

Any additional information about the right: T-11457 affects a portion of original certificate, but not 88890.

Table 3

Point of Diversion (POD) description: If the POD is not described on the certificate or if there is more than one POD listed on the certificate, then **the specific POD(s)** involved in the lease must be described. If not enough room below, you may add additional rows (see instructions) or attach spreadsheet (matching Table 3). Please clearly label any attachments.

POD #	Twp	Rng	Sec	Q-Q	DLC/ Gov't lot	Measured Distances, latitude/longitude coordinates, or river mile (if unknown you may indicate "unknown")
	13-S	9-E	17	NW-SE		none given
	-	-		-		

Please check this box if you don't know the location of the POD(s) and want the Department to identify the location of the POD(s) for the purpose of the instream lease.

Part 3 of 4 cont. – Water Right and Instream Use Information

Instream Use Information

Table 4

Instream Use Created by the Lease						
River/ Stream Name: <u>Lake Creek, tributary to Metolius River</u>				River Basin: <u>Deschutes</u>		
<p>Instream Portion: Use Table 4 to illustrate the instream rate, volume and instream period by priority date, POD (if more than one), Use (if more than one), and acreage as appropriate considering the right to be leased.</p> <p>If not enough room below, you may add additional rows (see instructions) or attach a spreadsheet (matching the below portion of Table 4). Please clearly label any attachments.</p>						
Priority date	POD #	Use	Acres	Proposed Instream Period	Total instream rate (cfs)	Total instream volume (af)
12/31/1888		IRR	7.8	6/16-9/15	0.13	23.4
<p>Note: If not certain of the instream rate, volume and/or instream period, see the instructions and/or contact Department Staff for assistance. The instream rate and volume may be up to the maximum rate and duty/volume allowed by the right, as described in Table 2 or on your Certificate if leasing the entire right. The proposed instream period may be no longer than the irrigation season or the authorized period of allowed use.</p>						
<p>OR <input type="checkbox"/> Please check this box if you are not sure of the proposed rate, volume and instream period. As part of its review process, the Department will identify the appropriate instream rate, volume and period considering the water right(s) being leased and instream benefits.</p>						
Instream Reach						
<p>Proposed Instream Reach: <input checked="" type="checkbox"/> A reach typically begins at the point of diversion (POD) and ends at the mouth of the source stream: From the POD to <u>mouth of Lake Creek</u></p>				<p>Or Proposed Instream Point: <input type="checkbox"/> Instream use protected at the POD</p>		
<p>OR <input type="checkbox"/> Please check this box if you are not sure of the proposed reach and want water to be protected within a reach below the POD, if possible. (If no reach is identified or the above box is not checked, and there is only one POD listed on the certificate, the lease may be processed to be protected at the POD.)</p>						
Additional Instream Information						
<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A Conditions to avoid enlargement or injury to other water rights, if any, or other limitations: list here <u>Instream period June 16 - September 15</u></p> <p>Note: The Department may identify additional conditions to prevent injury and/or enlargement.</p>						
<p>Any additional information about the proposed instream use: <u>lease eligible acres per OWRD watermaster office, Bend, Oregon (see aerial map).</u></p>						

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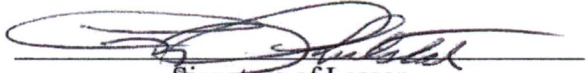
Part 4 of 4 – Lease Provisions and Party Signatures

<p>Term of the Lease (may be from 1 year up to 5 years): The lease is requested to begin in: month June year 2021 and end: month September year 2021 Note: The begin month is generally the first month of the irrigation season and the end month is the last month in the irrigation season. If not an irrigation right, this would be the first and last month of your authorized period of allowed use.</p>	
<p>Public use: Check the public use(s) this lease will serve (as defined by ORS 537.332):</p> <p><input checked="" type="checkbox"/> Conservation, maintenance and enhancement of aquatic, fish and wildlife, fish and wildlife habitat and any other ecological values.</p> <p><input type="checkbox"/> Recreation</p> <p><input type="checkbox"/> Pollution abatement</p> <p><input type="checkbox"/> Navigation</p>	<p>Termination provision (for multiyear leases): The parties to the lease request (choose one):</p> <p><input type="checkbox"/> a. The option of terminating the lease prior to expiration of the full term with written notice to the Department by the Lessor(s) and/or Lessee.</p> <p><input type="checkbox"/> b. The option of terminating the lease prior to expiration of the full term, with consent by all parties to the lease.</p> <p><input type="checkbox"/> c. The parties would not like to include a Termination Provision.</p> <p>(See instructions for limitations to this provision)</p>
<p>Additive/Replacing Relationship to other instream water rights: Instream leases are generally additive to other existing instream water rights created as a result of instream leases, transfers and/or allocations of conserved water. Since instream leases are also generally senior to other instream rights created through a state agency process or conversion of minimum flows, they generally replace a portion of these junior instream rights.</p> <p>If you would like this lease to relate to other instream water rights differently, please check this box. <input type="checkbox"/> And attach an explanation of your intent.</p>	
<p>Validity of the Right(s) to be leased (check the appropriate box):</p> <p><input checked="" type="checkbox"/> The water right(s) to be leased have been used under the terms and conditions of the right(s) during the last five years or have been leased instream; or</p> <p><input type="checkbox"/> The water right(s) have not been used for the last five years according to the terms and conditions of the right(s). However, the water right(s) is not subject to forfeiture under ORS 540.610(2). Documentation describing why the water right(s) is not subject to forfeiture is provided.</p>	

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Precedent: If a right which has been leased is later proposed to be leased again or later transferred or become part of an allocation of conserved water project, a new injury review shall be required. An instream lease shall not set a precedent on a future transaction.

- The undersigned declare:**
1. The Lessor(s) agree during the term of this lease, to suspend use of water allowed under the subject water right(s) and under any appurtenant primary or supplemental water right(s) not involved in the lease application; and
 2. The Lessor(s) certify that I/we are the water right holder(s) of the right(s) described in this instream lease application. If not the deeded landowner, I/we have provided documentation with the lease application that I/we have authorization to pursue the lease application and/or have obtained consent from the deeded landowner; and
 3. All parties affirm that information provided in this lease application is true and accurate.


 Signature of Lessor

Date: 6/9/21

Printed name (and title): Shirley A. Schulstad, Living Trust Business name, if applicable: Craig Schulstad, successor trustee
 Mailing Address (with state and zip): 1341 NW Pinon Court, Camas, WA 98607
 Phone number (include area code): 360-450-1304 **E-mail address: craigschulstad@comcast.net

See next page for additional signatures.

Signature of Co-Lessor Date: _____

Printed name (and title): _____
Business/organization name: _____
Mailing Address (with state and zip): _____
Phone number (include area code): _____ **E-mail address: _____



Signature of Lessee Date: 6/9/2021

Printed name (and title): Genevieve Hubert
Business/organization name: Deschutes River Conservancy
Mailing Address (with state and zip): 700 NW Hill Street, Ste #1, Bend, OR 97703
Phone number (include area code): 541-382-4077 **E-mail address: gen@deschutesriver.org

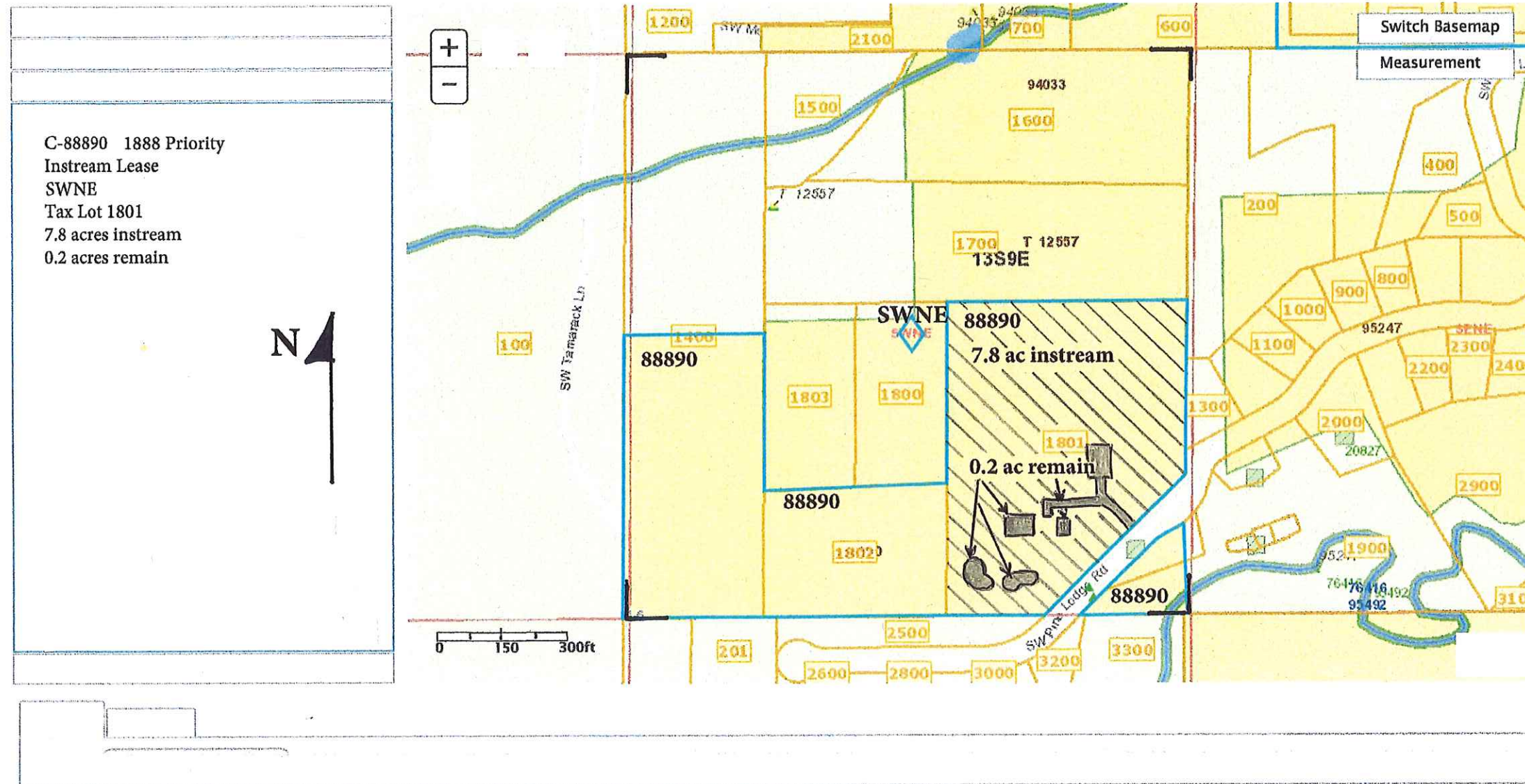
**** BY PROVIDING AN E-MAIL ADDRESS, CONSENT IS GIVEN TO RECEIVE ALL CORRESPONDENCE FROM THE DEPARTMENT ELECTRONICALLY. COPIES OF THE FINAL ORDER DOCUMENTS WILL ALSO BE MAILED TO THE LESSOR.**

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T13S R9E Section 16



Craig Schulstad - Instream Lease

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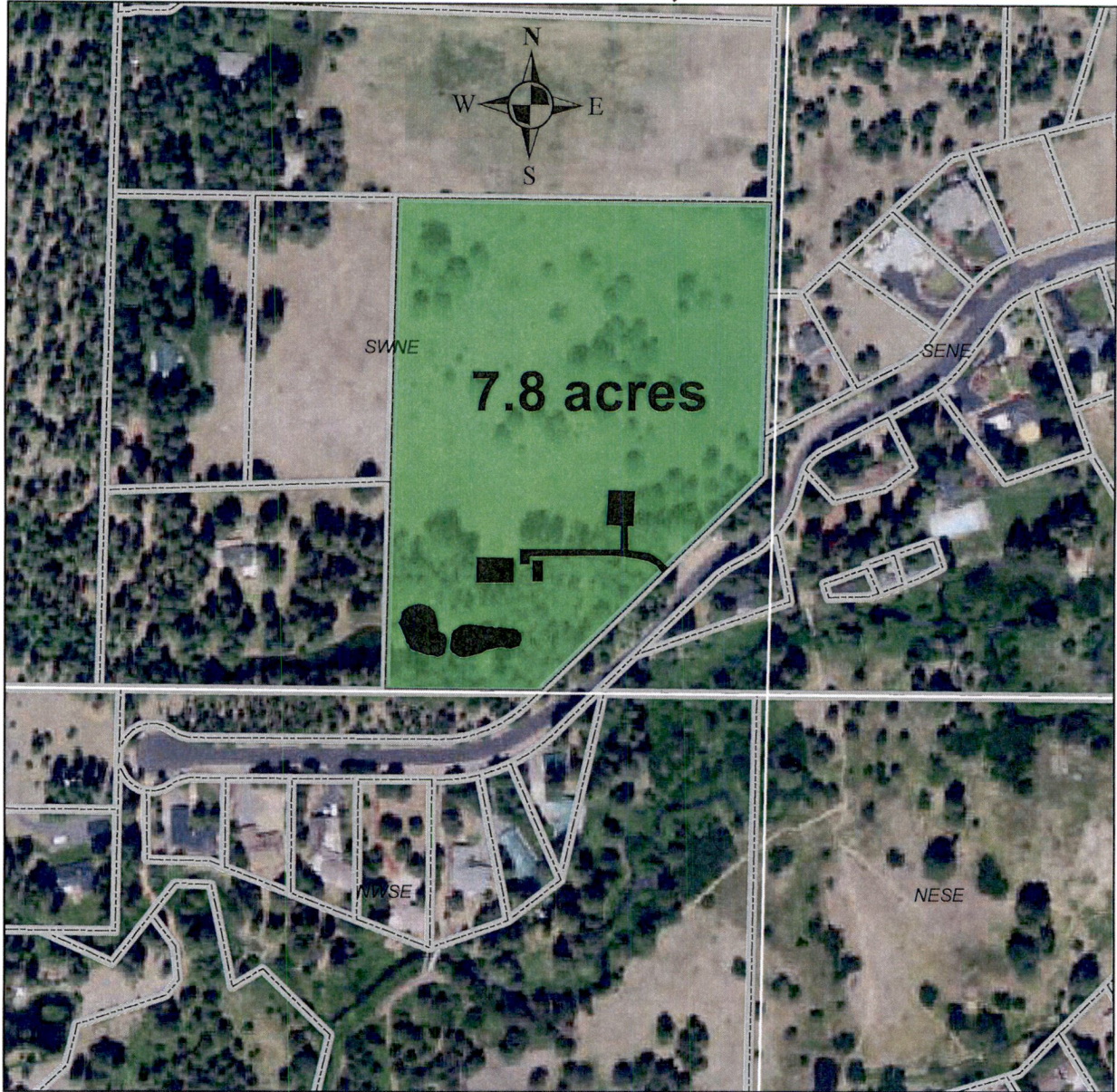
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Map source: Oregon Water Resources Dept . Mapping Tool

https://apps.wrd.state.or.us/apps/gis/wr/Default.aspx?snp_id=182491

WM13.00S9.00E, Sec 16



280 140 0 280 Feet



 7.8 acres of Cert 88890 to be leased

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After recording, return to:

Craig Schulstad
1341 NW Pinon Ct.
Camas, WA 98607

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*Until a change is requested, all tax statements
shall be sent to the following address:*

JUN 09 2021

Shirley A. Schulstad, Trustee
15711 SW 23rd St., Unit 124
Vancouver, WA 98683

Salem, OR

SPECIAL WARRANTY DEED

Shirley A. Schulstad, ("Grantor") conveys and warrants to Shirley A. Schulstad, as trustee of the Shirley A. Schulstad Living Trust Agreement dated January 2, 2014 ("Grantee"; Grantee's address is listed above), for true and actual consideration of \$0, the following described real property in Jefferson County, Oregon (located at 26316 SW Pine Lodge Road, Camp Sherman, OR 97730), free of encumbrances except as specifically set forth herein:

See attached Exhibit A

The liability and obligations of the Grantor to Grantee and Grantee's heirs and assigns under the warranties and covenants contained herein or provided by law shall be limited to the extent of coverage that would be available to Grantor under a standard policy of title insurance containing exceptions for matters of public record extended. It is the intention of the Grantor to preserve any existing title insurance coverage. The limitations contained herein expressly do not relieve Grantor of any liability or obligations under this instrument, but merely define the scope, nature, and amount of such liability or obligations

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009 AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS

SHIRLEY A. SCHULSTAD LIVING TRUST AGREEMENT

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BETWEEN: Shirley A. Schulstad ("Trustor");

JUN 09 2021

AND: Shirley A. Schulstad ("Trustee").

DATED: January 2, 2014

Salem, OR

Shirley A. Schulstad, as Trustor, hereby establishes a trust with the Trustee. The parties agree that the property of this Trust shall be held, managed and distributed by the Trustee as provided in this Trust Agreement.

**ARTICLE 1
NAME OF TRUST**

This Trust may be called the Shirley A. Schulstad Living Trust dated January 2, 2014, or the Shirley A. Schulstad Trust.

**ARTICLE 2
FAMILY**

The Trustor is a widow. The Trustor has three children Debbie Schulstad Foster, Mark Robert Schulstad, and Craig Allen Schulstad.

**ARTICLE 3
TRUST PROPERTY**

3.1 Initial Contribution. Trustor has transferred and delivered to the Trustee the property described on the attached Schedule A. The Trustor may add other property to the Trust during the Trustor's lifetimes or by Trustor's will. Such titles and interests as the Trustee has received or may hereafter acquire in that property and such other property as may hereafter be added to the Trust shall be vested in the Trustee.

3.2 Additions. The Trustee shall have the power to receive other property, real or personal, tangible or intangible, including life insurance policies, devised, bequeathed, granted, conveyed, assigned or made payable to the Trustee by Trustor or by any other person or persons, which property, upon acceptance by the Trustee, shall be added to and become a part of the Trust and shall be subject to this Trust Agreement.

**ARTICLE 4
REVOCATION AND AMENDMENT**

4.1 Revocation/Withdrawals. Trustor reserves the right by written instrument signed by Trustor and filed with the Trustee to revoke this Trust Agreement at any time or to withdraw from the trust estate, discharged of the Trust, all or any part of the principal and

accumulated income of the Trust. On the revocation of this Trust Agreement in part or in its entirety, the Trustee shall deliver to the Trustor the Trust property as the Trustor may direct in the instrument of revocation.

4.2 Amendment. During Trustor's lifetime, the Trustor may amend this Trust Agreement at any time. Any Amendment shall be by written instrument signed by Trustor and accepted by the Trustee.

4.3 Right Personal To Trustor. The rights of revocation, withdrawal, alteration and amendment reserved by Trustor must be exercised solely by Trustor and may not be exercised by any other person, including any agent (unless expressly authorized in a duly executed power of attorney), guardian or conservator.

**ARTICLE 5
DISTRIBUTION OF INCOME AND PRINCIPAL
DURING TRUSTOR'S LIFETIME**

During Trustor's lifetime, the Trust shall be administered and distributed as follows:

5.1 Distributions. The Trustee shall pay Trustor, or apply for Trustor's benefit, so much or all of the net income and principal of the trust estate as the Trustee deems necessary or advisable for Trustor's care, support, maintenance, and reasonable comforts so that Trustor can continue to enjoy the standard of living and station in life Trustor now enjoys. Also, the Trustee shall pay to Trustor so much or all the net income and principal of the trust estate as Trustor may, from time to time, request. If the Trustor is not a Trustee, the request shall be in writing.

5.2 Distribution Upon Incapacity. If the Trustor becomes incapacitated through illness, age, or other cause, the Trustee may apply on behalf of the Trustor such sums from the income or principal of this Trust as shall be necessary or advisable from time to time for the medical care, comfortable maintenance and welfare of the Trustor, without taking into consideration any other income or resources of the Trustor known to the Trustee.

5.3 Accounting. During the lifetime of the Trustor, the Trustee of the Trust shall render an account of income and principal to the Trustor whenever requested to do so by the Trustor.

5.4 Retained Power of Appointment. Regardless of any of the other provisions of this agreement, upon Trustor's death the remaining balance of the trust estate shall be distributed to such persons, including Trustor's estate and the creditor's of Trustor's estate, in such manner and proportions as Trustor has appointed in Trustor's will with specific reference to this paragraph.

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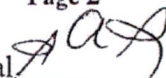
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SHIRLEY A. SCHULSTAD LIVING TRUST AGREEMENT

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Initial



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**ARTICLE 6
PAYMENT OF TAXES, DEBTS AND OTHER
EXPENSES AFTER DEATH OF TRUSTOR**

6.1 Taxes. Upon the death of the Trustor, all estate, inheritance, succession or other transfer taxes, including any interest and penalties thereon ("death taxes") that become payable by reason of the death of the Trustor with respect to all property passing under this Trust Agreement shall be apportioned and paid in accordance with article 14. All death taxes upon property not passing under this Trust Agreement shall be apportioned in the manner provided by law. If the Trustor dies leaving an estate subject to probate for which a Personal Representative shall be appointed, the Trustee upon reasonable notice may pay to the Personal Representative all or any part of any death taxes required to be apportioned in accordance with this Trust Agreement.

6.2 Debts And Expenses. Upon the death of Trustor, the Trustee may pay from the trust, the following obligations and liabilities of the Trustor or Trustor's estate as soon as reasonably convenient (not necessarily in the order stated):

6.2.1 Just debts and claims, including income taxes and penalties and interest thereon, but the Trustee need not pay obligations not yet due and payable.

6.2.2 Expenses of last illness and funeral.

6.2.3 Costs and expenses, including professional fees, necessary to settle and administer his or her estate.

The Trustee may pay the obligations and liabilities directly or through the Personal Representative of the Trustor's estate, if any. The Trustee may rely upon a written statement of the Personal Representative as to the amount of such claims, expenses, taxes or other costs, and shall be under no duty to see to the application of any funds so paid.

**ARTICLE 7
SPECIFIC DISTRIBUTIONS FROM TRUST
AFTER TRUSTOR'S DEATH**

7.1 Personal Property. If included as property of this Trust, except as may be provided otherwise in a written memorandum referencing this section 7.1, the Trustee shall distribute all of Trustor's personal effects, household effects, and other tangible personal property of every kind whatsoever, including, but not limited to, furniture, appliances, pictures, silverware, china, glass, books, jewelry, wearing apparel, boats, automobiles, and other vehicles and all policies of fire, burglary, property damage, and other insurance on or in connection with the use of such property, to Trustor's surviving children.

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**ARTICLE 8
DISTRIBUTION OF TRUST RESIDUE**

After the distributions above, the residue of the trust estate shall be distributed as follows:

8.1 Distribution Upon Death of Trustor. Upon the death of Trustor, the residue shall be divided into equal shares, with one share for each then surviving child of Trustor and one share for each deceased child of Trustor who has then surviving lineal descendants divided among such descendants by right of representation; however, if Craig predeceases Trustor but his spouse Carrie Schulstad is still living and was married to and not legally separated from Craig at the time of his death, Carrie—rather than Craig's descendants--shall receive Craig's share. The shares created for Trustor's children, Carrie Schulstad, as well as the share created for any lineal descendant who is at least 35 years old shall be distributed outright and free of trust; the share created for any other descendant shall continue to be held, administered and distributed in accordance with section 8.2 below:

8.2 Descendant's Share. Each share to be held pursuant to this Section 8.2 shall be held in a separate trust and administered as follows:

8.2.1 Until the beneficiary is age 35, the trustee shall pay to or for the benefit of the beneficiary such portions of the income and principal of the trust as the trustee may determine to be necessary for his or her health, maintenance, support and education.

8.2.2 One third of the share established for each beneficiary shall be distributed to the beneficiary when the beneficiary reaches age 25. One half of the then remaining assets of each beneficiary's share shall be distributed to him or her when the beneficiary reaches age 30. The remainder of a beneficiary's share will be distributed to him or her when the beneficiary reaches age 35.

8.2.3 If a beneficiary does not survive to receive all assets of his or her share, the beneficiary's share will be divided by right of representation among the beneficiary's lineal descendants and the descendants' shares will be held, administered, and distributed as provided in this Section 8.2. If the beneficiary has no surviving lineal descendants, the beneficiary's share will be divided by right of representation among my surviving lineal descendants and such shares will be held, administered, and distributed as provided in this Section 8.2. If I have no surviving lineal descendants, the beneficiary's share will be distributed pursuant to Section 8.3.

8.3 Contingent Beneficiaries. If under any circumstances not provided for in this article, there is any portion of a trust established by this agreement for which there is no beneficiary named, described or otherwise, that portion shall be distributed to my intestate heirs as determined by Washington law.

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Salem, OR

**ARTICLE 9
TRUSTEE PROVISIONS**

9.1 Successor Trustees. If Trustor is unable to serve as a Trustee, Craig Allen Schulstad shall serve as sole Trustee. If Craig Allen Schulstad is unable or unwilling to serve as trustee, Mark Robert Schulstad shall serve as trustee. If he is unable or unwilling to serve, Debbie Schulstad Foster shall serve as Trustee.

Upon acceptance, a Successor Trustee shall succeed to all rights, powers, and duties of the Trustee. All right, title, and interest in the Trust property shall vest in the successor. Nevertheless, the prior Trustee shall also execute such documents as are requested by the Successor Trustee to transfer, without warranty, the assets of the trust estate to the Successor Trustee.

9.2 Appointment of Co-Trustee or Successor. Any individual trustee then serving may appoint a co-trustee. If at any time there is no Trustee of any trust provided for herein, a majority in interest of the beneficiaries of such trust to whom income may then be paid may appoint a successor Trustee or Co-Trustee; provided such trustee is not related or subordinated (as defined by IRC Section 672) to any beneficiary. Those beneficiaries not of legal age or capacity shall be represented by their guardian, if any. Appointment shall be by an instrument in writing acknowledged by each person executing the same.

9.3 Incapacity Of Trustee. If the initial Trustee or any successor becomes incapacitated or unavailable for a period in excess of thirty (30) days, then the next succeeding Trustee shall become the Trustee and shall exercise all of the powers of this Trust, herein created, on behalf of such Trustee for such period of incapacity or unavailability. A Trustee other than Trustor will be determined to be incapacitated if the Trustee's personal physician provides the successor Trustee with a letter which says that the Trustee is not capable of effectively managing the Trust's assets or if the successor Trustee requests such a letter from the Trustee's physician and the physician does not provide within 30 days of the request a letter stating that the Trustee is capable of effectively managing the Trust's assets.

9.4 Determination of Incapacity. For purposes of this instrument, Trustor shall be considered incapacitated if Trustor becomes unable to manage her own financial affairs or the financial affairs of the Trust. The determination that Trustor is incapacitated shall be in writing and signed by the person or persons making the determination. The fact of incapacity shall be determined by the Successor Trustee upon consultation with any treating physician and Trustor's family, to the extent that Trustor's immediate family members are reasonably available for consultation.

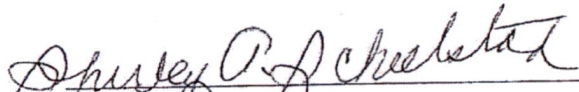
9.4.1 Waiver of Privilege. If necessary in order to obtain the opinion of a physician or other specialist regarding Trustor's incapacity, Trustor waives any physician-patient privilege or other privilege which otherwise would protect me

the amount of such taxes from the amount distributable to each beneficiary and shall recover the appropriate share from all other beneficiaries for the benefit of the trust.

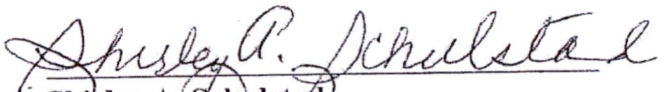
14.5 Retirement Plan Benefits. Notwithstanding anything herein to the contrary, the Trustee may elect to allocate any and all assets of the trust estate, including but not limited to (or partially to both) the proceeds of individual retirement accounts qualified under Section 219 of the Code and/or employee benefit plans qualified under Section 401(a) of the Code to any Trust. If a Trust is allocated any interest in a qualified retirement plan or IRA, the distribution to the Trust shall be in installments equal to the amount required to be distributed under the minimum distribution rules under IRC Section 401(a)(9) and the regulations thereunder, or any subsequent statute requiring minimum distributions from such plans or IRAs. The Trustee shall have the right at any time to withdraw all or any part of the remaining benefit or IRA or to designate a beneficiary of the trust to receive any remaining payment directly and to have the right to withdraw at any time all or any of the remaining benefit or IRA.

TRUSTOR:

TRUSTEE:



Shirley A. Schulstad



Shirley A. Schulstad

Received by OWRD

JUN 09 2021

Salem, OR

STATE OF OREGON)
) ss.
County of Multnomah)

On this 2nd day of January 2014, personally appeared Shirley A. Schulstad, Trustor and Trustee, and acknowledged the foregoing instrument to be her voluntary act and deed.



Stephanie A. Wilken
Notary Public for the State of Oregon

Received by OWRD

JUN 09 2021

Salem, OR

Initial SA