

Instream Lease Renewal Application (Standard or District)

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

Complete the questions below and include any required attachments
Fill in or check boxes as indicated. (N/A= Not Applicable)

Instream Lease 1626
Renewal Fee included

The undersigned hereby request Instream Lease Number 1626 be renewed.

Fees: \$150.00 for an instream lease renewal application
 Check enclosed or Fee Charged to customer account _____ (Account name)

Term of the Lease: The lease is requested to begin in month <u>April</u> year <u>2022</u> and end month <u>October</u> year <u>2026</u>	
Validity of the Right(s) (check the appropriate box): <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. <input type="checkbox"/> If the water right(s) have not been used for the last five years, right(s). Documentation describing why the water right(s) is not subject to forfeiture is provided. ORS 540.610(2).	Termination provision (for multiyear leases): The parties to the lease request: <input checked="" type="checkbox"/> a. The option of terminating the lease prior to expiration of the full term with written notice to the Department by the Lessor(s) and/or Lessee. <input type="checkbox"/> b. The option of terminating the lease prior to expiration of the full term, with consent by all parties to the lease. <input type="checkbox"/> c. The parties would not like to include a Termination Provision. (See instructions for limitations to this provision)

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: _____)?

The undersigned declare:

- 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
- The Lessor(s) certify that I/we are the holders of the water right(s) involved in this Instream Lease. If not the deeded land owner, I/we have provided documentation demonstrating authorization to pursue the lease application and/or consent from the deeded landowner; and
- All parties affirm that information provided in this lease application is true and accurate. Circumstances have not changed and all matters involved with or affected by the original instream lease remain as they were when the lease was previously approved. We also acknowledge that the terms and conditions of the original lease, referenced herein, are incorporated by reference in their entirety.

3. P. Ellett

Date: 11/29/21

Signature of Lessor

Printed name (and title): Frederick Ellett, Authorized member Business name, if applicable: Green Ridge Christmas Tree Farm, LLC

Mailing Address (with state and zip): 3815 Browns Creek Road The Dalles, OR 97058

Phone number (include area code): 541-993-6063 **E-mail address: Fritz@GreenRidgeTreeFarm.com

Date: _____

Signature of Lessor

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

Mailing Address (with state and zip): _____

Phone number (include area code): _____ **E-mail address: _____

See next page for additional signatures.



I, Lisa Gambee, County Clerk for Wasco County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.



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WARRANTY DEED

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Until a change is requested, all tax statements should be sent to:

After recording return to:

Green Ridge Christmas Tree Farm, LLC
c/o Frederick P. Ellett
3815 Browns Creek Road
The Dalles, OR 97058

Toole Carter Tissot & Coats LLP
112 West 4th Street
The Dalles, Oregon 97058

The true consideration for this transfer stated in terms of dollars is \$1.00 and other valuable consideration. This transfer is a contribution of property to a limited liability company.

FREDERICK P. ELLETT, Grantor, conveys and warrants to GREEN RIDGE CHRISTMAS TREE FARM, LLC, an Oregon limited liability company, Grantee, the following described real property free of encumbrances except as specifically set forth herein, situated in Wasco County, Oregon:

The Northwest quarter of the Southwest quarter and the South half of the Southwest quarter of the Northwest quarter of Section 1, Township 1 North, Range 12 East of the Willamette Meridian, all in the County of Wasco and State of Oregon, TOGETHER WITH the North half of the Southwest quarter of the Northwest quarter and the Northeast quarter of the Southwest quarter.

EXCEPTING THEREFROM the South 750 feet of the North Half of the Southwest Quarter lying West of Browns Creek Road of Section 1, Township 1 North, Range 12, East of Willamette Meridian, County of Wasco, State of Oregon.

Grantor covenants that Grantor is seized of an indefeasible estate in the real property described above in fee simple, that Grantor has good right to convey the property, that the property is free from encumbrances except those of record, and that Grantor has and will defend the title to the property against all persons who may lawfully claim the same by, through, or under Grantor, provided that the foregoing covenants are limited to the extent of coverage available to Grantor under any applicable standard or extended policies of title insurance, it being the intention of the Grantor to preserve any existing title insurance coverage.

1 - WARRANTY DEED

TOOLE CARTER TISSOT & COATS LLP
ATTORNEYS AT LAW
112 West Fourth Street
THE DALLES, OREGON 97058
(541) 296-5424