

Application for

District Instream Lease

Part 1 of 4 – 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 Application to be used for water rights in the name of or conveyed by an Irrigation District (or similar organization) Complete Parts 1 through 4 and any required attachments	OWRD #	IL-1920 MP-287
	District #	IL-22-16

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

Fee in the amount of:

<input checked="" type="checkbox"/> \$610.00 for a lease involving four or more landowners or four or more water rights	Or <input type="checkbox"/> \$410.00 for all other leases
<input type="checkbox"/> Check enclosed or	
<input checked="" type="checkbox"/> Fee Charged to customer account <u>Deschutes River Conservancy (Account name)</u>	

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

- Part 1 – Completed Minimum Requirements Checklist
- Part 2 – Completed District and Other Party Signature Page
- Part 3 – Completed Place of Use and Lessor Signature Page
(Include a separate Part 3 for each Lessor.)
- Part 4 – Completed Water Right and Instream Use Information
(Include a separate Part 4 for each Water Right.)

Mitigation Project

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How many Water Rights are included in the lease application? _____ (# of rights)
List each water right to be leased instream here: 94956

Salem, OR

Yes N/A Other water rights, if any, appurtenant to the lands involved in the lease application and not proposed to be leased instream.
List those other water rights here: 76714

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

Required Attachments:

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

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

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

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

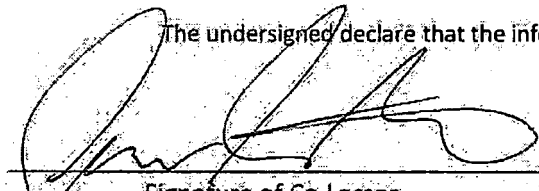
Yes N/A If the right has not been used in the last five years; provide supporting documentation indicating why a right (or portion thereof) is not subject to forfeiture.

Part 2 of 4 – District and other party Signature

Term of the Lease: The lease is requested to begin in: month <u>April</u> year <u>2022</u> and end: month <u>October</u> year <u>2022</u> .	
Public use: Check the public use(s) this lease will serve (as defined by ORS 537.332): <input checked="" type="checkbox"/> Conservation, maintenance and enhancement of aquatic, fish and wildlife, fish and wildlife habitat and any other ecological values. <input checked="" type="checkbox"/> Recreation <input checked="" type="checkbox"/> Pollution abatement <input type="checkbox"/> Navigation	Termination provision (for multiyear leases): The parties to the lease request (choose one): <input 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)
Additive/Replacing Relationship to other instream water rights: Instream leases are generally additive to other existing instream water rights created as a result of instream leases and transfers and/or allocations of conserved water. Since instream leases are also generally senior to other instream rights created through a state agency process or conversion of minimum flows, they generally replace a portion of these junior instream rights. If you would like this lease to relate to other instream water rights differently than described above, please check this box. <input type="checkbox"/> And attach an explanation of your intent.	
Precedent: If a right which has been leased is later proposed to be leased again or later transferred or become part of an allocation of conserved water project, a new injury review shall be required. An instream lease shall not set a precedent on a future transaction.	
Validity of the rights to be leased: <input checked="" type="checkbox"/> The water right(s) to be leased have been used under the terms and conditions of the right(s) during the last five years or have been leased instream; or <input type="checkbox"/> The water right(s) have not been used for the last five years according to the terms and conditions of the rights. However, the water right(s) is not subject to forfeiture under ORS 540.610(2). Documentation describing why the water right is not subject to forfeiture has been provided.	

SIGNATURES

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

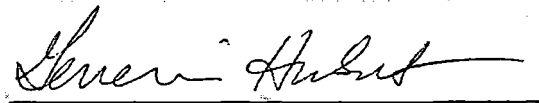

 Date: 4-19-2022
 Signature of Co-Lessor

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Salem, OR

Printed name (and title): Spencer Stauffer, Water Rights Technician
 Business/Organization name: Central Oregon Irrigation District
 Mailing Address (with state and zip): 1055 Lake Ct, Redmond, OR 97756
 Phone number (include area code): 541-504-7575 **E-mail address: sstauffer@coid.org


 Date: 4/19/22
 Signature of Lessee

Printed name (and title): Gen Hubert, Water Leasing Program Manager
 Business/organization name: Deschutes River Conservancy
 Mailing Address (with state and zip): 700 NW Hill Street, Suite #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**

Lease #: IL-22-16

Patron ID	Name	Acres	Term	Exp	Canal	TRISQTL	Mailing Address	City	State	Zip	Agreement #	OWRD #
924	Childs, Don/Pat	4.3	1	10/31/2022	PB	151330NWSW01101	3800 SW Helmholtz Way	Redmond	OR	97756	IL-22-16	
381	Diefenderfer, Gary	0.38	1	10/31/2022	PB	151307NESE01200	517 NW 35th St	Redmond	OR	97756	IL-22-16	
381	Diefenderfer, Gary	0.27	1	10/31/2022	PB	151318SWSE02807	517 NW 35th St	Redmond	OR	97756	IL-22-16	
381	Diefenderfer, Gary	0.98	1	10/31/2022	PB	151318SWSE02801	517 NW 35th St	Redmond	OR	97756	IL-22-16	
381	Diefenderfer, Gary	0.37	1	10/31/2022	PB	151318SWSE02804	517 NW 35th St	Redmond	OR	97756	IL-22-16	
5735	Nye, Sherrie	0.21	1	10/31/2022	PB	151212SWNW00701	990 NW 67th St	Redmond	OR	97756	IL-22-16	
4179	Headley, Thomas/McLay Candra	1.25	1	10/31/2022	PB	171202SWNE00406	21420 Chasing Cattle Ln	Bend	OR	97701	IL-22-16	
5762	Cougar Trail LLC	0.19	1	10/31/2022	CO	181302SWSE00300	61735 Cougar Trail	Bend	OR	97701	IL-22-16	
4773	ATP LLC	2.39	1	10/31/2022	PB	161211NESW00800	915 SW Rimrock Way Suite 201	Redmond	OR	97756	IL-22-16	
4687	Southern, Vincent/William/Dianne	12.07	1	10/31/2022	PB	161202SESW00900	7171 SW Quarry Ave	Redmond	OR	97756	IL-22-16	
4687	Southern, Vincent/William/Dianne	2.15	1	10/31/2022	PB	161202NESW00900	7171 SW Quarry Ave	Redmond	OR	97756	IL-22-16	
394	Walters, Lavetta	0.38	1	10/31/2022	PB	141316SWSW02001	PO Box 61	Terrebonne	OR	97760	IL-22-16	
877	Kingsbury, Marc/Rhonda	0.27	1	10/31/2022	CO	151414SWSE00601	13431 SW Dickson Rd	Powell Butte	OR	97753	IL-22-16	
610100	Robinson, Dorothy Trust	0.26	1	10/31/2022	CO	151518SESE00602	4271 S Parrish Ln	Powell Butte	OR	97753	IL-22-16	
5612	Smith, David/Katherine	0.24	1	10/31/2022	CO	171321NWNW00500	22855 McGrath Rd	Bend	OR	97701	IL-22-16	
1438	Ranch at the Canyons	0.17	1	10/31/2022	PB	141303SWNW00301	11050 NE Vineyard Way	Terrebonne	OR	97760	IL-22-16	
1438	Ranch at the Canyons	0.23	1	10/31/2022	PB	141303SWNW00400	11050 NE Vineyard Way	Terrebonne	OR	97760	IL-22-16	
1438	Ranch at the Canyons	1.93	1	10/31/2022	PB	141303SWSW00200	11050 NE Vineyard Way	Terrebonne	OR	97760	IL-22-16	
1438	Ranch at the Canyons	1.14	1	10/31/2022	PB	141309NENE00100	11050 NE Vineyard Way	Terrebonne	OR	97760	IL-22-16	
1438	Ranch at the Canyons	0.22	1	10/31/2022	PB	141309SENE01800	11050 NE Vineyard Way	Terrebonne	OR	97760	IL-22-16	
1438	Ranch at the Canyons	1.6	1	10/31/2022	PB	141310NENE00100	11050 NE Vineyard Way	Terrebonne	OR	97760	IL-22-16	
1438	Ranch at the Canyons	1.41	1	10/31/2022	PB	141310SENE00100	11050 NE Vineyard Way	Terrebonne	OR	97760	IL-22-16	
1438	Ranch at the Canyons	1.44	1	10/31/2022	PB	141310SWNE00500	11050 NE Vineyard Way	Terrebonne	OR	97760	IL-22-16	
1438	Ranch at the Canyons	0.2	1	10/31/2022	PB	141310SWNW00500	11050 NE Vineyard Way	Terrebonne	OR	97760	IL-22-16	
5610	Johnson, Dwight/Marilee	2.7	1	10/31/2022	PB	161223NWSE00301	18550 Walton Rd	Bend	OR	97701	IL-22-16	
5611	LBNW LLC	0.2	1	10/31/2022	PB	161223NWSE00305	65315 N Hwy 97	Bend	OR	97701	IL-22-16	
5239	ACME Building Partners, LLC	5	1	10/31/2022	PB	151305SWNE00105	2436 Northwest Way	Redmond	OR	87756	IL-22-16	

Total Acres: 41.95

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**Deschutes River Conservancy
Instream Leasing Program**

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Salem, OR

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

The Deschutes River Conservancy is dedicated to restoring stream flow and improving water quality in the Deschutes Basin; land stewardship is a component of these goals.

Weed Policy

The DRC expects participants in the Leasing Program will continue to exercise agricultural best management practices on lands enrolled in the Program, particularly with respect to the control of noxious and/or nuisance weeds. Failure to control weeds on leased acres may result in exclusion from Program compensation.

Information and Resources Attached

Farm Deferral Notice

Instream leasing is a beneficial use that protects your water right from forfeiture and allows for compensation for this instream use, but please note that it does not automatically protect against loss of farm use special assessment. Exclusive Farm Use (EFU) zoned lands may still require at least minimal use with the intent to make a profit. It is the landowner's responsibility to know their tax assessment status and qualifying uses.

Information and Resources Attached

Donated Leases: One year and multi-year leases of less than 10 acres, leases with public entities, leases submitted after the due date, and leases with verified weed complaints are not paid a per acre or per acre-foot rate by the DRC.

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

Signature: Pat Childs Date: 3-24-22

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

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

**Complete Table 1. Identify water right(s) proposed to be leased instream.
Provide a separate Part 3 for each Lessor (water right interest holder/landowner)**

Table 1

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

Specify Water Right, Priority Date, point of diversion(s) (POD), place of use, tax lot, gov't lot/DLC, acres to be leased, original use type, certificate page number, and any previous lease.
If not enough room below, you may add rows (see instructions) or create a spreadsheet/table (matching Table 1) and attach.
Any attached table should include reference to the Lessor.

Water Right #	Priority Date	POD #	Twp	Rng	Sec	Q-Q	Tax Lot	Gov't Lot/DLC #	Acres	Use	Page #	Previous Lease #
94956	10/31/1900	11	15 S	13 E	30	NW SW	1101		4.3	Irrig	22	IL-1839

Any additional information about the right: _____

Farm Deferral Tax Status: Counties make the determination of whether a property qualifies for the farm use assessment without consideration of whether the lands have an associated water right which is leased instream. If you have questions regarding the farm use assessment you should contact your local county assessor. You should contact your County for any weed ordinance and management requirements.

The undersigned declare:

1. I/We agree during the term of this lease to suspend use of water allowed under the water right(s) involved in the lease as well as and any other appurtenant primary or supplemental water right(s); and
2. I/We certify are the lessor(s) (water right interest holder) of the water right(s) in Table 1. If not the deeded land owner, I/we have obtained consent from the deeded land owner and/or have provided documentation of authorization to pursue the instream lease; and
3. I/We affirm that the information in this application is true and accurate.

Don A. Childs Date: 3-24-22
Signature of Lessor

Printed name (and title): Don Childs
Mailing Address: 3800 SW Helmholtz Way, Redmond, OR 97756
Phone number (include area code): 541-923-8045

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Pat A. Childs Date: 3-24-22
Signature of Lessor

Printed name (and title): Pat Childs
Mailing Address: 3800 SW Helmholtz Way, Redmond, OR 97756
Phone number (include area code): 541-923-8045

EXHIBIT C

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**Deschutes River Conservancy
Instream Leasing Program**

APR 19 2022

Salem, OR

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Information and Resources Attached

Farm Deferral Notice

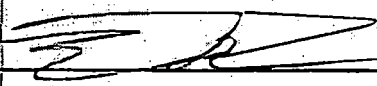
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Information and Resources Attached

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I, Corey D. FENDER understand the DRC weed policy and have
Print Name
been informed about farm deferral and donations.

Signature: _____



Date: _____

3/15/22

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

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

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Provide a separate Part 3 for each Lessor (water right interest holder/landowner)**

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Water Right #	Priority Date	POD #	Tw	Rng	Sec	Q-Q	Tax Lot	Gov't Lot/DLC #	Acres	Use	Page #	Previous Lease #
94956	10/31/1900	11	15 S	13 E	07	NE SE	1200		0.38	Irrig	20	IL-1857
94956	10/31/1900	11	15 S	13 E	18	SW SE	2807		0.27	Irrig	21	IL-1575
94956	10/31/1900	11	15 S	13 E	18	SW SE	2801		0.98	Irrig	21	IL-1575
94956	10/31/1900	11	15 S	13 E	18	SW SE	2804		0.37	Irrig	21	IL-1575

Any additional information about the right: _____

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

Gary Diefenderfer

Signature of Lessor

Date: 03/25/2022

Printed name (and title): Gary Diefenderfer
 Mailing Address: 517 NW 35th St, Redmond, OR 97756
 Phone number (include area code): 541-480-2620

**E-mail address: garydief@gmail.com

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EXHIBIT C

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**Deschutes River Conservancy
Instream Leasing Program**

Salem, OR

**Policy Concerning Weeds & Instream Leases
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Weed Policy

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Information and Resources Attached

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

Signature: Sheepie Nye Date: 3/14/22

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

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

**Complete Table 1. Identify water right(s) proposed to be leased instream.
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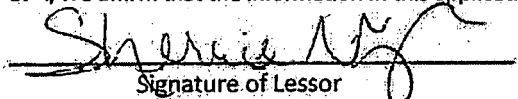
Water Right #	Priority Date	POD #	Twp	Rng	Sec	Q-Q	Tax Lot	Gov't Lot/DLC #	Acres	Use	Page #	Previous Lease #
04956	10/31/1900	11	15 S	12 E	12	SW NW	701		0.21	Irrig	18	1L-1599

Any additional information about the right: _____

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


Signature of Lessor

Date: 3/14/22

Printed name (and title): Sherrie Nye

Mailing Address: 990 NW 67th St, Redmond, OR 97756

Phone number (include area code): 602-828-2141

**E-mail address: crmjm1974@gmail.com

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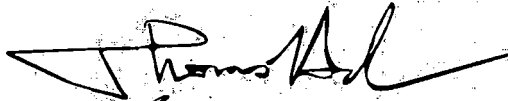

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Tom HEADLEY
Candy McElay understand the DRC weed policy and have
Print Name
been informed about farm deferral and donations.

 3/28/22
Signature:  Date: 3/28/22

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

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

**Complete Table 1 Identify water right(s) proposed to be leased instream
Provide a separate Part 3 for each Lessor (water right interest holder/landowner)**

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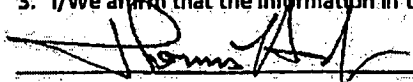
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94956	10/31/1900	11	17 S	12 E	02	SW NE	406		1.25	Irrig	35	TL-1651

Any additional information about the right: _____

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 Signature of Lessor

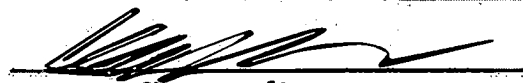
Date: 3/28/22

Printed name (and title): Thomas Headley
 Mailing Address: 21420 Chasing Cattle Ln, Bend, OR 97701
 Phone number (include area code): 503-580-0071

**E-mail address: Thomas.headley@gmail.com

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 Signature of Lessor

Date: 3/28/22

Printed name (and title): Candra McLay
 Mailing Address: 21420 Chasing Cattle Ln, Bend, OR 97701
 Phone number (include area code): 503-580-0071

Salem, OR

EXHIBIT C

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APR 19 2022

**Deschutes River Conservancy
Instream Leasing Program**

Salem, OR

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

The Deschutes River Conservancy is dedicated to restoring stream flow and improving water quality in the Deschutes Basin; land stewardship is a component of these goals.

Weed Policy

The DRC expects participants in the Leasing Program will continue to exercise agricultural best management practices on lands enrolled in the Program, particularly with respect to the control of noxious and/or nuisance weeds. Failure to control weeds on leased acres may result in exclusion from Program compensation.

Information and Resources Attached

Farm Deferral Notice

Instream leasing is a beneficial use that protects your water right from forfeiture and allows for compensation for this instream use, but please note that it does not automatically protect against loss of farm use special assessment. Exclusive Farm Use (EFU) zoned lands may still require at least minimal use with the intent to make a profit. It is the landowner's responsibility to know their tax assessment status and qualifying uses.

Information and Resources Attached

Donated Leases: One year and multi-year leases of less than 10 acres, leases with public entities, leases submitted after the due date, and leases with verified weed complaints are not paid a per acre or per acre-foot rate by the DRC.

I, Sean Gibney understand the DRC weed policy and have

Print Name

been informed about farm deferral and donations.

Signature: Sean Gibney Date: 04/01/2022

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

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

**Complete Table 1 Identify water right(s) proposed to be leased instream
Provide a separate Part 3 for each Lessor (water right interest holder/landowner)**

Table 1

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

Specify Water Right, Priority Date, point of diversion(s) (POD), place of use, tax lot, gov't lot/DLC, acres to be leased, original use type, certificate page number, and any previous lease.

If not enough room below, you may add rows (see instructions) or create a spreadsheet/table (matching Table 1) and attach.

Any attached table should include reference to the Lessor.

Water Right #	Priority Date	POD #	Twp	Rng	Sec	Q-Q	Tax Lot	Gov't Lot/DLC #	Acres	Use	Page #	Previous Lease #
04056	10/31/1900	1	18 S	13 E	02	SW SE	300		0.19	Irrig	46	None

Any additional information about the right: _____

Farm Deferral Tax Status: Counties make the determination of whether a property qualifies for the farm use assessment without consideration of whether the lands have an associated water right which is leased instream. If you have questions regarding the farm use assessment you should contact your local county assessor. You should contact your County for any weed ordinance and management requirements.

The undersigned declare:

1. I/We agree during the term of this lease to suspend use of water allowed under the water right(s) involved in the lease as well as and any other appurtenant primary or supplemental water right(s); and
2. I/We certify are the lessor(s) (water right interest holder) of the water right(s) in Table 1. If not the deeded land owner, I/we have obtained consent from the deeded land owner and/or have provided documentation of authorization to pursue the instream lease; and
3. I/We affirm that the information in this application is true and accurate.

Sean Gibney

Date: 04/01/2022

Signature of Lessor

Sean Gibney

Printed name (and title): Michael Faulconer (Registered Cougar Trail LLC)

Mailing Address: 61735 Cougar Trail, Bend, OR 97701

Phone number (include area code): 805-698-9183

**E-mail address: sx4yva@gmail.com

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Salem, OR

APR 19 2022

3.7. POWERS RESERVED TO MEMBER.

Salem, OR

Notwithstanding any provision set forth in this Agreement to the contrary, the Member must give its approval before the LLC may do any of the following:

3.7.1. enter into any agreement, commitment, or obligation on behalf of the LLC which would obligate the Member to make a loan, obtain a loan, or guarantee a loan, or to increase the Member's liability for borrowed money to third parties;

3.7.2. merge or consolidate the LLC with another limited liability company, corporation, partnership or other third party, reorganize the LLC, or convert the LLC into another type of entity;

3.7.3. permit or cause the LLC to sell or otherwise dispose of substantially all of its assets or any of its assets constituting real property, encumber any of its property with any lien (other than liens for property taxes not yet due), or place title to any of its property or assets in the name of a bankruptcy or receivership nominee;

3.7.4. permit the LLC's funds to be co-mingled with the funds of any other person or entity;

3.7.5. dissolve the LLC;

3.7.6. amend the Articles of Organization;

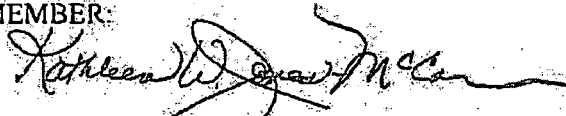
3.7.7. make non-cash distributions to the Member; or

3.7.8. make or fix any payment of salary or other compensation to the Managers.

3. Except as specifically set forth herein, all provisions of the Operating Agreement shall continue in full force and effect.

Dated effective this 11th day of February, 2022.

MEMBER:



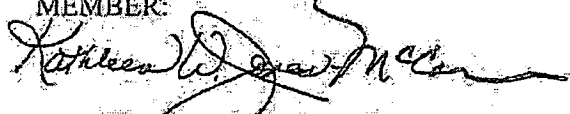
Kathleen Jones-McCann, Trustee of the
Kathleen Jones-McCann Exempt
Trust UAD 5-28-2009

AUTHORITY TO IMPLEMENT

The Member and each of the Managers shall execute such additional documents and take such actions as are reasonably necessary or appropriate to carry out fully the foregoing matters.

DATED EFFECTIVE: February 11, 2022

MEMBER:



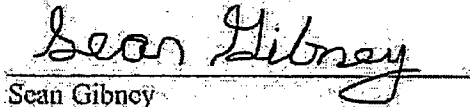
Kathleen Jones-McCann, Trustee of the
Kathleen Jones-McCann Exempt Trust
UAD 5-28-2009

ACKNOWLEDGED AND AGREED:

MANAGERS:



Kathleen Jones-McCann



Sean Gibney

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Salem, OR

Business Name Search

New Search		Printer Friendly		Business Entity Data				03-31-2022 15:45
Registry No.	Entity Type	Entity Status	Jurisdiction	Registry Date	Next Renewal Date	Renewal Due?		
1881609-99	LLC	ACT	OREGON	10-15-2021	10-15-2022			
Entity Name:		COUGAR TRAIL LLC						
Foreign Name:								

New Search		Printer Friendly		Associated Names			
Type	Name	Address	City	State	Zip	Country	
PPB	PRINCIPAL PLACE OF BUSINESS	715 OAK ST STE 800	EUGENE	OR	97401	UNITED STATES OF AMERICA	

Please click here for general information about registered agents and service of process.

Type	Name	Address	City	State	Zip	Country	Start Date	Resign Date
AGT	REGISTERED AGENT	715 OAK ST STE 800	EUGENE	OR	97401	UNITED STATES OF AMERICA	10-15-2021	
	MICHAEL FAULCONER							

Type	Name	Address	City	State	Zip	Country
MAL	MAILING ADDRESS	PO BOX 1147	EUGENE	OR	97440	UNITED STATES OF AMERICA

New Search		Printer Friendly		Name History			
Business Entity Name	Entity Type	Start Date	End Date				
COUGAR TRAIL LLC		EN	CUR	10-15-2021			

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Salem, OR

DESCHUTES COUNTY ASSESSOR
REAL PROPERTY ACCOUNT NAMES

3/31/2022 3:43:50 PM

Account # 158514
Map
Owner COUGAR TRAIL LLC
61735 COUGAR TRAIL
BEND OR 97701

Name		Ownership	Own
Type	Name	Type	Pct
OWNER	COUGAR TRAIL LLC	OWNER	100.00

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EXHIBIT C

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**Deschutes River Conservancy
Instream Leasing Program**

APR 19 2022

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

Salem, OR

The Deschutes River Conservancy is dedicated to restoring stream flow and improving water quality in the Deschutes Basin; land stewardship is a component of these goals.

Weed Policy

The DRC expects participants in the Leasing Program will continue to exercise agricultural best management practices on lands enrolled in the Program, particularly with respect to the control of noxious and/or nuisance weeds. Failure to control weeds on leased acres may result in exclusion from Program compensation.

Information and Resources Attached

Farm Deferral Notice

Instream leasing is a beneficial use that protects your water right from forfeiture and allows for compensation for this instream use, but please note that it does not automatically protect against loss of farm use special assessment. Exclusive Farm Use (EFU) zoned lands may still require at least minimal use with the intent to make a profit. It is the landowner's responsibility to know their tax assessment status and qualifying uses.

Information and Resources Attached

Donated Leases: One year and multi-year leases of less than 10 acres, leases with public entities, leases submitted after the due date, and leases with verified weed complaints are not paid a per acre or per acre-foot rate by the DRC.

Vincent Southern



understand the DRC weed policy and have

Print Name

been informed about farm deferral and donations.

Signature:



Date:

4-2-22

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

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

**Complete Table 1 Identify water right(s) proposed to be leased instream
Provide a separate Part 3 for each Lessor (water right interest holder/landowner)**

Table 1

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

Specify Water Right, Priority Date, point of diversion(s) (POD), place of use, tax lot, gov't lot/DLC, acres to be leased, original use type, certificate page number, and any previous lease.

If not enough room below, you may add rows (see instructions) or create a spreadsheet/table (matching Table 1) and attach.
Any attached table should include reference to the Lessor.

Water Right #	Priority Date	POD #	Twp	Range	Sec	CL-Q	Tax Lot	Gov't Lot/DLC #	Acres	Use	Page #	Previous Lease #
94956	10/31/1900	11	16 S	12 E	11	NE SW	800		2.39	Irrig	31	IL-1886

Any additional information about the right:

Farm Deferral Tax Status: Counties make the determination of whether a property qualifies for the farm use assessment without consideration of whether the lands have an associated water right which is leased instream. If you have questions regarding the farm use assessment you should contact your local county assessor. You should contact your County for any weed ordinance and management requirements.

The undersigned declare:

1. I/We agree during the term of this lease to suspend use of water allowed under the water right(s) involved in the lease as well as and any other appurtenant primary or supplemental water right(s); and
2. I/We certify are the lessor(s) (water right interest holder) of the water right(s) in Table 1. If not the deeded land owner, I/we have obtained consent from the deeded land owner and/or have provided documentation of authorization to pursue the instream lease; and
3. I/We affirm that the information in this application is true and accurate.



Signature of Lessor

Date: 4-1-22

Printed name (and title): Burl Woods (Registered Agent ATP LLC)

Mailing Address: 915 SW Rimrock Way Suite 201, Redmond, OR 97756

Phone number (include area code): 503-839-9435

**E-mail address: jacobjenkins12@hotmail.com

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Salem, OR

Page 4

EXHIBIT C

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**Deschutes River Conservancy
Instream Leasing Program**

APR 19 2022

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

Salem, OR

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Weed Policy

The DRC expects participants in the Leasing Program will continue to exercise agricultural best management practices on lands enrolled in the Program, particularly with respect to the control of noxious and/or nuisance weeds. Failure to control weeds on leased acres may result in exclusion from Program compensation.

Information and Resources Attached


Farm Deferral Notice


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Information and Resources Attached

Donated Leases: One year and multi-year leases of less than 10 acres, leases with public entities, leases submitted after the due date, and leases with verified weed complaints are not paid a per acre or per acre-foot rate by the DRC.

Vincent Southern

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

Signature:  Date: 4-2-22

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

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

**Complete Table 1 Identify water right(s) proposed to be leased instream
Provide a separate Part 3 for each Lessor (water right interest holder/landowner)**

Table 1

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

Specify Water Right, Priority Date, point of diversion(s) (POD), place of use, tax lot, gov't lot/DLC, acres to be leased, original use type, certificate page number, and any previous lease.

If not enough room below, you may add rows (see instructions) or create a spreadsheet/table (matching Table 1) and attach.
Any attached table should include reference to the Lessor.

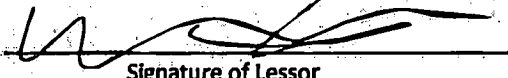
Water Right #	Priority Date	POD #	Twp	Rng	Sec	Q-Q	Tax Lot	Gov't Lot/DLC #	Acres	Use	Page #	Previous Lease #
94956	10/31/1900	11	16 S	12 E	102	SE SW	900		12.07	Irrig	30	IL-1648
94956	10/31/1900	11	16 S	12 E	02	NE SW	900		2.15	Irrig	30	IL-1648

Any additional information about the right:

Farm Deferral Tax Status: Counties make the determination of whether a property qualifies for the farm use assessment without consideration of whether the lands have an associated water right which is leased instream. If you have questions regarding the farm use assessment you should contact your local county assessor. You should contact your County for any weed ordinance and management requirements.

The undersigned declare:

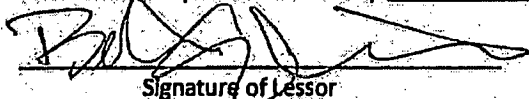
1. I/We agree during the term of this lease to suspend use of water allowed under the water right(s) involved in the lease as well as and any other appurtenant primary or supplemental water right(s); and
2. I/We certify are the lessor(s) (water right interest holder) of the water right(s) in Table 1. If not the deeded land owner, I/we have obtained consent from the deeded land owner and/or have provided documentation of authorization to pursue the instream lease; and
3. I/We affirm that the information in this application is true and accurate.



Date: 4-2-22

Signature of Lessor
Printed name (and title): Vincent Southern
Mailing Address: 7171 SW Quarry Ave, Redmond, OR 97756
Phone number (include area code): 503-839-9435

**E-mail address: jacobjenkins12@hotmail.com



Date: 4-2-22

Signature of Lessor
Printed name (and title): William Southern
Mailing Address: 7171 SW Quarry Ave, Redmond, OR 97756

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Signature of Lessor

Date: 4-2-22

Printed name (and title): Dianne Southern

Mailing Address: 7171 SW Quarry Ave, Redmond, OR 97756

7/14/21

District Instream Lease Application

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Salem, OR

EXHIBIT C

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**Deschutes River Conservancy
Instream Leasing Program**

APR 19 2022

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

Salem, OR

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Weed Policy

The DRC expects participants in the Leasing Program will continue to exercise agricultural best management practices on lands enrolled in the Program, particularly with respect to the control of noxious and/or nuisance weeds. Failure to control weeds on leased acres may result in exclusion from Program compensation.

Information and Resources Attached

Farm Deferral Notice

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Information and Resources Attached

Donated Leases: One year and multi-year leases of less than 10 acres, leases with public entities, leases submitted after the due date, and leases with verified weed complaints are not paid a per acre or per acre-foot rate by the DRC.

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

Signature: Kay Walters Date: 4-5-22

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

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

**Complete Table 1 Identify water right(s) proposed to be leased instream
Provide a separate Part 3 for each Lessor (water right interest holder/landowner)**

Table 1

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

Specify Water Right, Priority Date, point of diversion(s) (POD), place of use, tax lot, gov't lot/DLC, acres to be leased, original use type, certificate page number, and any previous lease.
If not enough room below, you may add rows (see instructions) or create a spreadsheet/table (matching Table 1) and attach.
Any attached table should include reference to the Lessor.

Water Right #	Priority Date	POD#	Twp	Rng	Sec	Q-Q	Tax Lot	Gov't Lot/DLC #	Acres	Use	Page #	Previous Lease #
94956	10/31/1900	11	14 S	13 E	16	SW SW	2001		0.38	Irrig	11	None

Any additional information about the right: _____

Farm Deferral Tax Status: Counties make the determination of whether a property qualifies for the farm use assessment without consideration of whether the lands have an associated water right which is leased instream. If you have questions regarding the farm use assessment you should contact your local county assessor. You should contact your County for any weed ordinance and management requirements.

The undersigned declare:

1. I/We agree during the term of this lease to suspend use of water allowed under the water right(s) involved in the lease as well as and any other appurtenant primary or supplemental water right(s); and
2. I/We certify are the lessor(s) (water right interest holder) of the water right(s) in Table 1. If not the deeded land owner, I/we have obtained consent from the deeded land owner and/or have provided documentation of authorization to pursue the instream lease; and
3. I/We affirm that the information in this application is true and accurate.

Lavetta Walters
Signature of Lessor

Date: 4-5-22

Printed name (and title): Lavetta Walters
Mailing Address: PO Box 61, Terrebonne, OR 97760
Phone number (include area code): 541-420-8314

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Salem, OR

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**Deschutes River Conservancy
Instream Leasing Program**

APR 19 2022

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

Salem, OR

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Weed Policy

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Information and Resources Attached

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Information and Resources Attached

Donated Leases: One year and multi-year leases of less than 10 acres, leases with public entities, leases submitted after the due date, and leases with verified weed complaints are not paid a per acre or per acre-foot rate by the DRC.

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

Signature: Marc Kingsbury Date: 4/3/22

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

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

**Complete Table 1 Identify water right(s) proposed to be leased instream
Provide a separate Part 3 for each Lessor (water right interest holder/landowner)**

Table 1

Irrigation District or other Water Purveyor Name: Central Oregon Irrigation District													
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If not enough room below, you may add rows (see instructions) or create a spreadsheet/table (matching Table 1) and attach. Any attached table should include reference to the Lessor.													
Water Right #	Priority Date	POD #	Twp.	Rng	Sec	Q-Q	Tax Lot	Gov't Lot/DLC #	Acres	Use	Page #	Previous Lease #	
94956	10/31/1900	1	15 S	14 E	14	SW SE	601		0.27	Irrig	24	IL-1657	IL-1282
Any additional information about the right:													
Farm Deferral Tax Status: Counties make the determination of whether a property qualifies for the farm use assessment without consideration of whether the lands have an associated water right which is leased instream. If you have questions regarding the farm use assessment you should contact your local county assessor. You should contact your County for any weed ordinance and management requirements.													

The undersigned declare:

1. I/We agree during the term of this lease to suspend use of water allowed under the water right(s) involved in the lease as well as and any other appurtenant primary or supplemental water right(s); and
2. I/We certify are the lessor(s) (water right interest holder) of the water right(s) in Table 1. If not the deeded land owner, I/we have obtained consent from the deeded land owner and/or have provided documentation of authorization to pursue the instream lease; and
3. I/We affirm that the information in this application is true and accurate.

Marc Kingsbury
Signature of Lessor

Date: 4/3/22

Printed name (and title): Marc Kingsbury
Mailing Address: 13431 SW Dickson Rd, Powell Butte, OR 97753
Phone number (include area code): 541-419-0489

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APR 19 2022

Rhonda Kingsbury
Signature of Lessor

Date: 4-03-22

Printed name (and title): Rhonda Kingsbury
Mailing Address: 13431 SW Dickson Rd, Powell Butte, OR 97753
Phone number (include area code): 541-419-0489

Salem, OR

Received by OWRD

EXHIBIT C

APR 19 2022

**Deschutes River Conservancy
Instream Leasing Program**

Salem, OR

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

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Information and Resources Attached

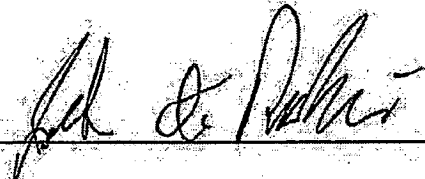
Farm Deferral Notice

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Information and Resources Attached

Donated Leases: One year and multi-year leases of less than 10 acres, leases with public entities, leases submitted after the due date, and leases with verified weed complaints are not paid a per acre or per acre-foot rate by the DRC.

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

Signature:  Date: 2/10/22

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

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

**Complete Table 1 (Identify water right(s) proposed to be leased instream
Provide a separate Part 3 for each interest holder/landowner)**

Table 1

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

Specify Water Right, Priority Date, point of diversion(s) (POD), place of use, tax lot, gov't lot/DLC, acres to be leased, original use type, certificate page number, and any previous lease

If not enough room below, you may add rows (see instructions) or create a spreadsheet/table (matching Table 1) and attach.

Any attached table should include reference to the Lessor.


Water Right #	Priority Date	POD #	Trp	Rng	Sec	Q.C.	Tax Lot	Gov't Lot/DLC #	Acres	Use	Page #	Previous Lease #
94956	10/31/1900	I	15 S	15 E	18	SE SE	602		0.26	Irrig	29	None

Any additional information about the right: _____

Farm Deferral Tax Status: Counties make the determination of whether a property qualifies for the farm use assessment without consideration of whether the lands have an associated water right which is leased instream. If you have questions regarding the farm use assessment you should contact your local county assessor. You should contact your County for any weed ordinance and management requirements.

The undersigned declare:

1. I/We agree during the term of this lease to suspend use of water allowed under the water right(s) involved in the lease as well as and any other appurtenant primary or supplemental water right(s); and
2. I/We certify are the lessor(s) (water right interest holder) of the water right(s) in Table 1. If not the deeded land owner, I/we have obtained consent from the deeded land owner and/or have provided documentation of authorization to pursue the instream lease; and
3. I/We affirm that the information in this application is true and accurate.



Signature of Lessor

Date: 2/10/22

Printed name (and title): Dorothy Robinson, Trustee

Mailing Address: 4271 SW Parrish Ln, Powell Butte, OR 97753

Phone number (include area code): 541-420-7610

**E-mail address: johnkarenr@gmail.com

Received by OWRD

APR 19 2022

Salem, OR



Crook County Ownership Report

REAL PROPERTY ACCOUNT NAMES

Account Number: 19613

Map Tax Lot: 15151800-00600-19613

Owner: 4271 SW PARRISH LN
POWELL BUTTE OR 97753

Party Name	Party Type	Ownership Percentage
ROBINSON DOROTHY M TRUST	OWNER	100.00
ROBINSON DOROTHY M TRUSTEE	OWNER	100.00
ROBINSON DOROTHY M TRUST	Taxpayer	100.00

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APR 19 2022

Salem, OR

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

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

DATED: June 1, 1999

Dorothy M. Robinson
DOROTHY M. ROBINSON

STATE OF OREGON)
) ss.
County of Deschutes)

June 1, 1999

Personally appeared DOROTHY M. ROBINSON and acknowledged the foregoing instrument to be her voluntary act and deed.

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



Lori J. Huettl
Notary Public for Oregon

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APR 19 2022

Salem, OR

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DURABLE POWER OF ATTORNEY

Salem, OR

I, DOROTHY M. ROBINSON, do hereby make, constitute and appoint JOHN A. ROBINSON and DALE W. ROBINSON, or either one of them if only one is willing and able to act, as my Agent and attorney-in-fact (hereinafter called Agent) with the following power and authority:

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

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

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

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

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

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

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

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

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

10. **Borrowing.** To advance or loan the Agent's own funds on my behalf; and to borrow any sums of money on such terms and at such rate of interest as my Agent may deem proper and to give security for the repayment of the same;

11. **Agreements.** To make and deliver any deeds, conveyances, contracts, covenants and other instruments, undertakings or agreements, either orally or in writing, which my Agent may deem proper;

12. **Voting.** To appear and vote for me in person or by proxy at any corporate or other meeting;

13. **Safety Deposit Box.** To have access to any safety deposit box which has been rented in my name or in the name of myself and any other person or persons;

14. **Withdrawal of Funds.** To withdraw any monies deposited with any bank, mutual savings bank, credit union, savings and loan association, mutual fund, money market account, investment advisor or broker in my name or in the name of myself and any other person or persons and generally to do any business with any such financial institution or agency on my behalf;

15. **Tax Returns.** To sign and file on my behalf all city, county, state, federal and other governmental or quasi-governmental tax returns or reports, including income, gift, sales, business, and property tax returns or reports of every kind whatsoever; to execute waivers, extension agreements, settlement agreements and closing agreements with respect to those returns and to appear for me, in person or by attorney, and represent me before the United States Treasury Department or the Oregon Department of Revenue or the taxing authority of any other state or governmental entity;

16. **Government Benefits.** To do and perform every act necessary or desirable and to serve as representative payee with respect to rights and entitlements for my benefit and the benefit of my spouse from Social Security, Medicare and military service;

17. **Treasury Bonds.** To purchase U.S. Treasury bonds or other instruments redeemable at par in payment of federal estate taxes;

18. **Additions to Trust.** To add any or all of my assets to a trust created by me alone or in conjunction with one or more other persons and already in existence at the time of the creation of this power if the trust provides that the income and principal shall be paid to me or applied for my benefit during my lifetime;

19. **Business Interests.** To continue as a going concern any business interest owned by me, either individually or as a co-partner;

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2 - DURABLE POWER OF ATTORNEY (dcr:robin001.006)

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

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

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

23. Mail. To redirect my mail.

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

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

26. Transfer of Property. To transfer or dispose of my property in order to effect my entitlement to public services or benefits, if my Agent determines, in his or her discretion, that such action is in my best interest.

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

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

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

3 - DURABLE POWER OF ATTORNEY (dcr:robin001.006)

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EXHIBIT C

Deschutes River Conservancy Instream Leasing Program

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

The Deschutes River Conservancy is dedicated to restoring stream flow and improving water quality in the Deschutes Basin; land stewardship is a component of these goals.

Weed Policy

The DRC expects participants in the Leasing Program will continue to exercise agricultural best management practices on lands enrolled in the Program, particularly with respect to the control of noxious and/or nuisance weeds. Failure to control weeds on leased acres may result in exclusion from Program compensation.

Information and Resources Attached

Farm Deferral Notice

Instream leasing is a beneficial use that protects your water right from forfeiture and allows for compensation for this instream use, but please note that it does not automatically protect against loss of farm use special assessment. Exclusive Farm Use (EFU) zoned lands may still require at least minimal use with the intent to make a profit. It is the landowner's responsibility to know their tax assessment status and qualifying uses.


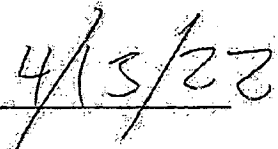
Information and Resources Attached

Donated Leases: One year and multi-year leases of less than 10 acres, leases with public entities, leases submitted after the due date, and leases with verified weed complaints are not paid a per acre or per acre-foot rate by the DRC.

I, DAVID BALLIN SMITH understand the DRC weed policy and have
Print Name
been informed about farm deferral and donations.

Signature: _____

Date: _____

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

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Leasing Exhibit C - updated 2021

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

**Complete Table 1. Identify water right(s) proposed to be leased instream
Provide a separate Part 3 for each Lessor (water right interest holder/landowner)**

Table 1

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

Specify Water Right, Priority Date, point of diversion(s) (POD), place of use, tax lot, gov't lot/DLC, acres to be leased, original use type, certificate page number, and any previous lease.

If not enough room below, you may add rows (see instructions) or create a spreadsheet/table (matching Table 1) and attach.

Any attached table should include reference to the Lessor.

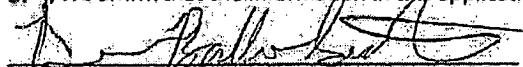
Water Right #	Priority Date	POD #	Twp		Rng		Sec	Q-Q		Tax Lot	Gov't Lot/DLC #	Acres	Use	Page #	Previous Lease #
94956	10/31/1900	1	17	S	13	E	21	NW	NW	500		0.24	Irrig	39	None

Any additional information about the right: _____

Farm Deferral Tax Status: Counties make the determination of whether a property qualifies for the farm use assessment without consideration of whether the lands have an associated water right which is leased instream. If you have questions regarding the farm use assessment you should contact your local county assessor. You should contact your County for any weed ordinance and management requirements.

The undersigned declare:

1. I/We agree during the term of this lease to suspend use of water allowed under the water right(s) involved in the lease as well as and any other appurtenant primary or supplemental water right(s); and
2. I/We certify are the lessor(s) (water right interest holder) of the water right(s) in Table 1. If not the deeded land owner, I/we have obtained consent from the deeded land owner and/or have provided documentation of authorization to pursue the instream lease; and
3. I/We affirm that the information in this application is true and accurate.


Signature of Lessor

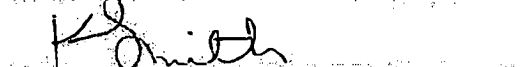
Date: 4/13/22

Printed name (and title): David Smith
Mailing Address: 22855 McGrath Rd, Bend, OR 97701
Phone number (include area code): 617-913-8441

**E-mail address: genseiecus@gmail.com

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Signature of Lessor

Date: 4/13/22

Printed name (and title): Katherine Smith
Mailing Address: 22855 McGrath Rd, Bend, OR 97701

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EXHIBIT C

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**Deschutes River Conservancy
Instream Leasing Program**

Salem, OR

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

The Deschutes River Conservancy is dedicated to restoring stream flow and improving water quality in the Deschutes Basin; land stewardship is a component of these goals.

Weed Policy

The DRC expects participants in the Leasing Program will continue to exercise agricultural best management practices on lands enrolled in the Program, particularly with respect to the control of noxious and/or nuisance weeds. Failure to control weeds on leased acres may result in exclusion from Program compensation.

Information and Resources Attached

Farm Deferral Notice

Instream leasing is a beneficial use that protects your water right from forfeiture and allows for compensation for this instream use, but please note that it does not automatically protect against loss of farm use special assessment. Exclusive Farm Use (EFU) zoned lands may still require at least minimal use with the intent to make a profit. It is the landowner's responsibility to know their tax assessment status and qualifying uses.

Information and Resources Attached

Donated Leases: One year and multi-year leases of less than 10 acres, leases with public entities, leases submitted after the due date, and leases with verified weed complaints are not paid a per acre or per acre-foot rate by the DRC.

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

Signature: Alex Hobbs Date: 4/15/22

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

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

**Complete Table 1 Identify water right(s) proposed to be leased in stream.
Provide a separate Part 3 for each Lessor (water right interest holder/handowner)**

Table 1

Irrigation District or other Water Purveyor Name: Central Oregon Irrigation District													
Specify Water Right, Priority Date, point of diversion(s) (POD), place of use, tax lot, gov't lot/DLC, acres to be leased, original use type, certificate page number, and any previous lease.													
If not enough room below, you may add rows (see instructions) or create a spreadsheet/table (matching Table 1) and attach.													
Any attached table should include reference to the Lessor.													
Water Right #	Priority Date	POD #	Twp	Rng	Sec	Q-Q		Tax Lot	Gov't Lot/DLC #	Acres	Use	Page #	Previous Lease #
94956	10/31/1900	11	14 S	13 E	03	SW	NW	301		0.17	Irrig	7	IL-1601 IL-1365 IL-1292 IL-1231
94956	10/31/1900	11	14 S	13 E	03	SW	NW	400		0.23	Irrig	7	IL-1601 IL-1292
94956	10/31/1900	11	14 S	13 E	03	SW	SW	200		1.93	Irrig	7	IL-1848 IL-1601 IL-1535 IL-1365 IL-1231
94956	10/31/1900	11	14 S	13 E	09	NE	NE	100		1.14	Irrig	9	IL-1601 IL-1535 IL-1490 IL-1365 IL-1292
94956	10/31/1900	11	14 S	13 E	09	SE	NE	1800		0.22	Irrig	9	IL-1601 IL-1535 IL-1365 IL-1292 IL-1231
94956	10/31/1900	11	14 S	13 E	10	NE	NE	100		1.6	Irrig	9	IL-1848 IL-1817 IL-1727 IL-1601 IL-1535 IL-1365 IL-1292 IL-1231

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94956	10/31/1900	11	14	S	13	E	10	SE	NE	100		1.41	Irrig	9	IL-1035 IL-1848 IL-1601 IL-1535 IL-1365 IL-1292 IL-1231
94956	10/31/1900	11	14	S	13	E	10	SW	NE	500		1.44	Irrig	9	None
94956	10/31/1900	11	14	S	13	E	10	SW	NW	500		0.2	Irrig	9	IL-1601 IL-1535 IL-1365 IL-1292 IL-1231
Any additional information about the right: _____															
Farm Deferral Tax Status: Counties make the determination of whether a property qualifies for the farm use assessment without consideration of whether the lands have an associated water right which is leased instream. If you have questions regarding the farm use assessment you should contact your local county assessor. You should contact your County for any weed ordinance and management requirements.															

The undersigned declare:

1. I/We agree during the term of this lease to suspend use of water allowed under the water right(s) involved in the lease as well as and any other appurtenant primary or supplemental water right(s); and
2. I/We certify are the lessor(s) (water right interest holder) of the water right(s) in Table 1. If not the deeded land owner, I/we have obtained consent from the deeded land owner and/or have provided documentation of authorization to pursue the instream lease; and
3. I/We affirm that the information in this application is true and accurate.

Alex Hobbs
Signature of Lessor

Date: 4/15/22

Printed name (and title): Alexandra Hobbs (Board Member Ranch at the Canyons)
Mailing Address (with state and zip): 11050 NE Vineyard Way, Terrebonne, OR 97760
Phone number (include area code): 541-571-7503 **E-mail address: Alexandra.hobbs4@gmail.com

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After recording return to:

Canyons Land and Cattle Company LLC
502 NE 72nd Street
Vancouver, WA 98665

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

No change

THIS SPACE RESERVED FOR RECORDER'S USE

Deschutes County Official Records		2021-37394
D-D		06/23/2021 08:12 AM
Str=2 AS		\$133.00
\$45.00 \$11.00 \$10.00 \$51.00 \$6.00		

I, Nancy Blankenship, County Clerk for Deschutes County, Oregon,
certify that the instrument identified herein was recorded in the Clerk
records.

Nancy Blankenship - County Clerk

QUITCLAIM DEED

On or about May 4, 2018, CANYONS LAND AND CATTLE COMPANY LLC, an Oregon limited liability company ("CLCC"), and RANCH AT THE CANYONS ASSOCIATION, INC., an Oregon nonprofit corporation ("RATC") entered into a Settlement and Release Agreement ("Settlement Agreement"), whereas CLCC agreed to relinquish all of its reserved Declarant rights pursuant to the Declaration (as defined below) on the sale of the last tenancy-in-common interest/land holding owned by CLCC to another person/entity and CLCC satisfying other obligations set forth in the Settlement Agreement. On or before November 1, 2018, CLCC initiated and completed turnover of the administrative responsibility of the "Canyons Ranch, Planned Community Development", now "Ranch at the Canyons", to the Class A Members pursuant to the Declaration. On or about December 17, 2018, RATC executed that certain Estoppel Certificate attached hereto as Exhibit A ("Estoppel") certifying that CLCC satisfied all its obligations owed to RATC as more specifically set forth in the Estoppel. On or about January 15, 2021, CLCC sold the last tenancy-in-common interest/land holding owned by CLCC to another person/entity.

CLCC, as Grantor, releases, quitclaims and assigns to RATC, all of Grantor's rights and interest in and to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Canyons Ranch recorded in Deschutes County Official Records No. 2003-37142 on June 4, 2003, and Amendment No. 2 to Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Canyons Ranch recorded in Deschutes County Official Records No. 2016-25733 on June 29, 2016 (collectively, the "Declaration") and Grantor's rights and interest in and to the Amended and Restated Tenancy In Common Agreement dated May 22, 2003 and recorded in Deschutes County Official Records No. 2003-37141 on June 4, 2003 ("TIC") and Grantor's rights and interest in the property, if any, described in Exhibit B (the "Property") and any and all improvements and fixtures located thereon.

The true consideration for this conveyance is to release any remaining interest the Grantor has in its rights as Declarant reserved in the Declaration and its rights as Canyons reserved in the TIC.

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, 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 INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF

LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, 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 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

Dated this 14th day of June, 2021.

GRANTOR:

Canyons Land and Cattle Company LLC,
an Oregon limited liability company

By: **TRAC JV LLC,**
an Oregon limited liability company
Member

By: *Patrick Ginn*
Patrick Ginn, Manager

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STATE OF WASHINGTON

COUNTY OF CLARK

I certify that I know or have satisfactory evidence that PATRICK GINN is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledge it as the Manager of TRAC JV LLC, an Oregon limited liability company, the Member of Canyons Land and Cattle Company LLC, an Oregon limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: June 14, 2021

NOTARY PUBLIC
STATE OF WASHINGTON
BRIDGET M ESTRADA
MY COMMISSION EXPIRES
SEPTEMBER 15, 2021

Bridget M. Estrada
Notary name printed or typed: Bridget M. Estrada
Notary Public in and for the State of Washington
Residing at Lamas, WA
My appointment expires: 9/15/2021

EXHIBIT A: ESTOPPEL CERTIFICATE

When recorded return to:
Canyons Land and Cattle Company, LLC
7223 NE Hazel Dell Ave.,
Vancouver, WA 98665

ESTOPPEL CERTIFICATE

DATE: 12-17-2012

PREPARED BY:
Ranch at the Canyons Association, Inc.
11050 Vineyard Way
Terrebonne, OR 97760

DECLARANT:
Canyons Land and Cattle Company, LLC
232 SW 5th St.
Redmond, OR 97756

PROPERTY:
The Ranch at the Canyons
11050 Vineyard Way
Terrebonne, OR 97760

CERTIFICATION:

The Ranch at the Canyons Association, Inc. (the "Association") hereby certifies that the Declarant, Canyons Land and Cattle Company, LLC, has satisfied all of its obligations owed to the Association, including, without limitation, any obligations arising out of or related to the replacement dwellings, any current accounts receivable owed by Declarant to the Association and all obligations arising from or related to the Amended and Restated Declaration of Covenants, Conditions, and Restriction for the Canyons Ranch, recorded June 4, 2003, recording number 2003-37142, and Amendment No. 2 to Amended and Restated Declaration of Covenants, Conditions, and Restrictions for the Canyons Ranch, recorded June 29, 2016, recording number 2016-25733.

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[SIGNATURE PAGE FOLLOWS]

Date: 12-17-18

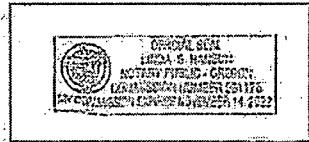
Ranch at the Canyons Association, Inc.

George Stahl
By: George Stahl
Its: Manager

STATE OF OREGON)
)ss.
COUNTY OF DESCHUTES)

Personally appeared George Stahl, the Manager of the Association, who, being duly sworn, did say that he is the Manager of Ranch at the Canyons Association, Inc., a Oregon nonprofit corporation, and that the foregoing instrument was signed on behalf of said association, and acknowledged said instrument to be its voluntary act and deed.

DATED: Dec 17, 2018.



Linda S. Hansen
Notary Name: Linda Hansen
Residing at: Stark in Crook County, OR
My appointment expires: 12/14/2022

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EXHIBIT B - PROPERTY

PARCEL I:

The South Half of the Southwest Quarter (S ½ SW ¼) and the Northwest Quarter of the Southwest Quarter (NW ¼ SW ¼) of Section 2, EXCEPTING THEREFROM that portion conveyed to the United States of America by Donation Deed recorded May 10, 1941 in Volume 60, Page 54, Deed Records, and that part of the Northwest Quarter of the Northwest Quarter (NW ¼ NW ¼) of Section 11 lying North and East of the riarock on the North and East side of the Crooked River Canyon, all in Township 14 South, Range 13 East of the Willamette Meridian, Deschutes County, Oregon.

PARCEL II:

The Northwest Quarter (NW ¼) of Section 1, and the Southeast Quarter of the Northeast Quarter (SE ¼ NE ¼), and the North Half of the Southeast Quarter (N ½ SE ¼) of Section 2, all in Township 14 South, Range 13 East of the Willamette Meridian, Deschutes County, Oregon.

PARCEL III:

The Southwest Quarter of the Southeast Quarter (SW ¼ SE ¼) of Section 2, Township 14 South, Range 13 East of the Willamette Meridian, Deschutes County, Oregon.

PARCEL IV:

The East Half (E ½) of Section 3, Township 14 South, Range 13 East of the Willamette Meridian, Deschutes County, Oregon. EXCEPTING THEREFROM that portion conveyed to the United States of America by Donation Deed recorded May 10, 1941 in Book 60, Page 56, Deed Records

PARCEL V:

The West Half (W ½) of Section 3, Township 14 South, Range 13 East of the Willamette Meridian, Deschutes County, Oregon. EXCEPTING THEREFROM that portion conveyed to Everett Thornburgh and Eva Thornburgh by Warranty Deed recorded January 25, 1983 in Book 3, Page 41, Official Records.

PARCEL VI:

The South Half of the Southeast Quarter (S ½ SE ¼) of Section 4, Township 14 South, Range 13 East of the Willamette Meridian, Deschutes County, Oregon. EXCEPTING THEREFROM that portion lying within the right of way of U.S. Highway 97 and the Oregon Trunk Railway as located July 1, 1966.

PARCEL VII:

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That portion of the Northeast Quarter (NE ¼) of Section 9, Township 14 South, Range 13 East of the Willamette Meridian, Deschutes County, Oregon, lying and being East of the Burlington Northern Railroad Tracks.

PARCEL VIII:

A parcel of land situated in a portion of the East Half of the Northeast Quarter (E ½ NE ¼) of Section 10, Township 14 South, Range 13 East of the Willamette Meridian, Deschutes County, Oregon, more particularly described as follows:

Commencing at a 3-1/4 inch aluminum cap monumenting the East Quarter corner of Section 10, the initial as well as the TRUE POINT OF BEGINNING, a point from which a 5/8 inch rebar monumenting the Center Quarter corner of said Section 10 bears South 89°37'23" West, 2628.07 feet; thence South 89°37'23" West along the South line of said East Half of Northeast Quarter (E ½ NE ¼), 1084.04 feet to the boundary of a parcel of land described in Volume 150, Page 530, Deed Records; thence North 00°04'01" East along said boundary, 515.00 feet; thence North 89°37'23" East along said boundary, 307.00 feet; thence North 00°04'01" East along said boundary, 185.00 feet; thence South 89°37'23" West along said boundary, 537.00 feet to the West line of said East Half of Northeast Quarter (E ½ NE ¼); thence North 00°04'01" East along said West line, 339.17 feet to the prolongation of an existing fence; thence North 89°15'55" East along said fence and its prolongation, 214.92 feet; thence North 02°25'34" West along said existing fence, 271.32 feet; thence North 01°33'41" West along said existing fence, 165.78 feet; thence North 85°05'20" East along said existing fence, 366.98 feet; thence North 07°10'37" West along said existing fence, 181.98 feet; thence Easterly along said existing fence approximately 10 feet to the brink of the West canyon rim of the Crooked River; thence Northeasterly along said brink approximately 970 feet to the North line of said East Half of the Northeast Quarter (E ½ NE ¼); thence Easterly along said North line approximately 534 feet to the Northeast corner of said Section 10; thence Southerly along the East line of said Section 10 approximately 2632 feet to the POINT OF BEGINNING.

EXCEPTING THEREFROM that portion lying North and East of the centerline of the Crooked River.

PARCEL IX:

A portion of the East Half of the Northeast Quarter (E ½ NE ¼) of Section 10, Township 14 South, Range 13 East of the Willamette Meridian, Deschutes County, Oregon, described as follows:

Beginning at the Southwest corner of said East Half of the Northeast Quarter (E ½ NE ¼); thence Northerly along the West edge of said tract, a distance of 700 feet; thence Easterly and parallel to the South line of said tract, a distance of 537 feet; thence Southerly and parallel to the West line of said tract, a distance of 185 feet; thence

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Westerly and parallel to the Southerly edge of said tract a distance of 307 feet; thence Southerly and parallel to the West edge of said tract, a distance of 515 feet to the South line of said tract; thence Westerly along the South edge of said tract, a distance of 230 feet to the point of beginning.

PARCEL X:

Commencing at a 3-1/4 inch aluminum cap monumenting the East Quarter corner of Section 10, Township 14 South, Range 13 East of the Willamette Meridian, Deschutes County, Oregon, the initial point, a point from which a 5/8 inch re-bar monumenting the Center Quarter corner of said Section 10 bears South 89°37'23" West, 2628.07 feet; thence South 89°37'23" West along the South line of the East Half of the Northeast Quarter (E 1/2 NE 1/4) of said Section 10, 1314.04 feet to the West line of said East Half of Northeast Quarter (E 1/2 NE 1/4); thence North 00°04'01" East along said West line, 1305.64 feet to an existing fence and the TRUE POINT OF BEGINNING; thence North 87°55'28" East along said existing fence, 203.24 feet; thence South 02°25'34" West along said existing fence, 271.32 feet; thence South 89°15'55" West along said existing fence and its prolongation, 214.92 feet to the West line of said East Half of the Northeast Quarter (E 1/2 NE 1/4); thence North 00°04'01" East along said West line, 256.47 feet to the POINT OF BEGINNING.

PARCEL XI:

Commencing at a 3-1/4 inch aluminum cap monumenting the East Quarter corner of Section 10, Township 14 South, Range 13 East of the Willamette Meridian, Deschutes County, Oregon, the initial point, a point from which a 5/8 inch re-bar monumenting the Center Quarter corner of said Section 10 bears South 89°37'23" West, 2628.07 feet; thence South 89°37'23" West along the South line of the East Half of the Northeast Quarter (E 1/2 NE 1/4) of said Section 10, 1314.04 feet to the West line of said East Half of the Northeast Quarter (E 1/2 NE 1/4); thence North 00°04'01" East along said West line, 1305.64 feet to an existing fence and the TRUE POINT OF BEGINNING; thence North 87°55'28" East along said existing fence, 203.24 feet; thence North 01°33'41" West along said existing fence, 165.78 feet; thence North 85°06'20" East along said existing fence, 366.98 feet; thence North 07°10'37" West along said existing fence, 181.98 feet; thence Easterly along said existing fence approximately 10 feet to the brink of the West canyon rim of the Crooked River; thence Northeasterly along said brink approximately 970 feet to the North line of said East Half of Northeast Quarter (E 1/2 NE 1/4); thence Westerly along said North line approximately 780 feet to the West line of said East Half of Northeast Quarter (E 1/2 NE 1/4); thence South 00°04'01" West along said West line, 1312.09 feet to the POINT OF BEGINNING.

PARCEL XII:

The Northwest Quarter (NW 1/4); the Northwest Quarter of the Northeast Quarter (NW 1/4 NE 1/4); the West Half of the Southeast Quarter (W 1/2 SE 1/4); and the Northeast Quarter of

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the Southeast Quarter (NE ¼ SE ¼) of Section 10, Township 14 South, Range 13 East of the Willamette Meridian, Deschutes County, Oregon.

EXCEPTING THEREFROM the East Half of the Northeast Quarter of the Northeast Quarter of the Southeast Quarter (E ½ NE ¼ NE ¼ SE ¼) of Section 10.

AND

The South Half of the Northwest Quarter of the Southwest Quarter (S 1/2 NW 1/4 SW 1/4) of Section 11, Township 14 South, Range 13 East of the Willamette Meridian, Deschutes County, Oregon.

EXCEPTING THEREFROM the portions lying East of the centerline of the Crooked River.

PARCEL XIII:

The Southwest Quarter of the Northeast Quarter (SW ¼ NE ¼) and the Northeast Quarter of the Southwest Quarter (NE ¼ SW ¼) of Section 10, Township 14 South, Range 13 East of the Willamette Meridian, Deschutes County, Oregon.

EXCEPTING THEREFROM the East 20 feet of the Southwest Quarter of the Northeast Quarter (SW ¼ NE ¼) heretofore conveyed to Deschutes County for road purposes.

PARCEL XIV:

That portion of the Northwest Quarter of the Northwest Quarter (NW ¼ NW ¼) of Section 11, Township 14 South, Range 13 East of the Willamette Meridian, Deschutes County, Oregon, lying South and West of the Crooked River.

PARCEL XV:

The Southwest Quarter of the Northwest Quarter (SW ¼ NW ¼) and the North Half of the Northwest Quarter of the Southwest Quarter (N ½ NW ¼ SW ¼) of Section 11, Township 14 South, Range 13 East of the Willamette Meridian, Deschutes County, Oregon.

EXCEPTING THEREFROM those portions lying East of the centerline of Crooked River.

AND the East Half of the Northeast Quarter of the Northeast Quarter of the Southeast Quarter (E ½ NE ¼ NE ¼ SE ¼) of Section 10, Township 14 South, Range 13 East of the Willamette Meridian, Deschutes County, Oregon.

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PARCEL XVI:

Lots 5 and 6, Block 1, ARROWDALE, Deschutes County, Oregon.

PARCEL XVII:

That portion of the Northeast Quarter of the Southeast Quarter (NE1/4 SE1/4) of Section 9, Township 14 South, Range 13 East of the Willamette Meridian, Deschutes County, Oregon, described as follows:

Commencing at the East Quarter corner of said Section 9; thence North 89° 20' West, a distance of 512.0 feet to a point in the centerline of the Austin Road (now known as NW Eby Avenue); thence South a distance of 20.0 feet to a point in the South right of way line of said Austin Road (now known as NW Eby Avenue), marked by a one inch steel bar, **THE POINT OF BEGINNING**; thence North 88° 20' West along said South right of way line, a distance of 582.4 feet to a corner fence post at the intersection of said South right of way line of said Austin Road (now known as NW Eby Avenue) and the Easterly right of way line of the Oregon Trunk Railway; thence South 22° 20' East along said Easterly right of way line of said Railroad, a distance of 629.3 feet to a point in said Easterly right of way line of said Railroad marked by a one inch steel bar; thence North 75° 48' East, a distance of 374.8 feet to a point marked by a one inch steel bar; thence North 02° 40' West, a distance of 474.1 feet to the point of beginning.

PARCEL XVIII:

That portion of the Northeast Quarter (NE1/4) of Section 9, Township 14 South, Range 13 East of the Willamette Meridian, Deschutes County, Oregon, lying and being Westerly of the right of way of the Oregon Trunk Railway.

EXCEPTING THEREFROM that portion conveyed to the State of Oregon, by and through its State of Oregon Highway Commission, by Warranty Deed recorded November 14, 1953 in Book 165 at Page 461, Deed Records.

ALSO EXCEPTING THEREFROM beginning at a point 1055.24 feet South and 100 feet East of the Quarter corner between Section 4 and 9; thence South along the East side of the now existing highway, 1122 feet; thence South 89° 45' East, 396 feet; thence North, 1122 feet; thence North 89° 45' West, 396 feet to the point of beginning.

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EXHIBIT C

**Deschutes River Conservancy
Instream Leasing Program**

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

The Deschutes River Conservancy is dedicated to restoring stream flow and improving water quality in the Deschutes Basin; land stewardship is a component of these goals.

Weed Policy

The DRC expects participants in the Leasing Program will continue to exercise agricultural best management practices on lands enrolled in the Program, particularly with respect to the control of noxious and/or nuisance weeds. Failure to control weeds on leased acres may result in exclusion from Program compensation.

Information and Resources Attached

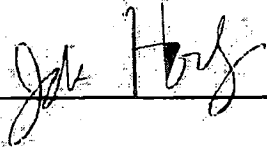
Farm Deferral Notice

Instream leasing is a beneficial use that protects your water right from forfeiture and allows for compensation for this instream use, but please note that it does not automatically protect against loss of farm use special assessment. Exclusive Farm Use (EFU) zoned lands may still require at least minimal use with the intent to make a profit. It is the landowner's responsibility to know their tax assessment status and qualifying uses.

Information and Resources Attached

Donated Leases: One year and multi-year leases of less than 10 acres, leases with public entities, leases submitted after the due date, and leases with verified weed complaints are not paid a per acre or per acre-foot rate by the DRC.

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

Signature:  Date: 4/15/22

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

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

**Complete Table 1 Identify water right(s) proposed to be leased instream
Provide a separate Part 3 for each Lessor (water right interest holder/landowner)**

Table 1

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

Specify Water Right, Priority Date, point of diversion(s) (POD), place of use, tax lot, gov't lot/DLC, acres to be leased, original use type, certificate page number, and any previous lease:
If not enough room below, you may add rows (see instructions) or create a spreadsheet/table (matching Table 1) and attach.
Any attached table should include reference to the Lessor.

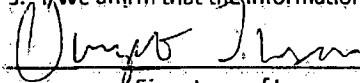
Water Right #	Priority Date	POD #	Twsp	Rng	Sec	Q-Q	Tax Lot	Gov't Lot/DLC #	Acres	Use	Page #	Previous Lease #
94956	10/31/1900	11	16 S	12 E	23	NW SE	301		2.7	Irrig	32	IL-1515 IL-1374

Any additional information about the right: _____

Farm Deferral Tax Status: Counties make the determination of whether a property qualifies for the farm use assessment without consideration of whether the lands have an associated water right which is leased instream. If you have questions regarding the farm use assessment you should contact your local county assessor. You should contact your County for any weed ordinance and management requirements.

The undersigned declare:

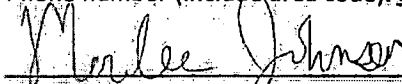
1. I/We agree during the term of this lease to suspend use of water allowed under the water right(s) involved in the lease as well as and any other appurtenant primary or supplemental water right(s); and
2. I/We certify are the lessor(s) (water right interest holder) of the water right(s) in Table 1. If not the deeded land owner, I/we have obtained consent from the deeded land owner and/or have provided documentation of authorization to pursue the instream lease; and
3. I/We affirm that the information in this application is true and accurate.


Signature of Lessor

Date: 4/15/22

Printed name (and title): Dwight Johnson
Mailing Address: 65315 N Hwy 97, Bend, OR 97701
Phone number (include area code): 541 350 3349

**E-mail address: jake@oregonht.com


Signature of Lessor

Date: 4/15/22

Printed name (and title): Marilee Johnson
Mailing Address: 65315 N Hwy 97, Bend, OR 97701

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DESCHUTES COUNTY ASSESSOR
REAL PROPERTY ACCOUNT NAMES

2/2/2022 7:08:42 AM

Account # 132822
Map
Owner JOHNSON, DWIGHT E & MARILEE R
65315 N HWY 97
BEND OR 97701

Name Type	Name	Ownership Type	Own Pct
OWNER	JOHNSON, DWIGHT E	OWNER	100.00
OWNER	JOHNSON, MARILEE R	OWNER	100.00

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EXHIBIT C

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**Deschutes River Conservancy
Instream Leasing Program**

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

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The Deschutes River Conservancy is dedicated to restoring stream flow and improving water quality in the Deschutes Basin; land stewardship is a component of these goals.

Weed Policy

The DRC expects participants in the Leasing Program will continue to exercise agricultural best management practices on lands enrolled in the Program, particularly with respect to the control of noxious and/or nuisance weeds. Failure to control weeds on leased acres may result in exclusion from Program compensation.

Information and Resources Attached

Farm Deferral Notice

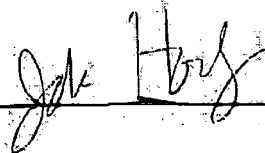
Instream leasing is a beneficial use that protects your water right from forfeiture and allows for compensation for this instream use, but please note that it does not automatically protect against loss of farm use special assessment. Exclusive Farm Use (EFU) zoned lands may still require at least minimal use with the intent to make a profit. It is the landowner's responsibility to know their tax assessment status and qualifying uses.

Information and Resources Attached

Donated Leases: One year and multi-year leases of less than 10 acres, leases with public entities, leases submitted after the due date, and leases with verified weed complaints are not paid a per acre or per acre-foot rate by the DRC.

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

Signature: _____



Date: _____

4/15/22

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

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

**Complete Table 1 Identify water right(s) proposed to be leased instream
Provide a separate Part 3 for each Lessor (water right interest holder/landowner)**

Table 1

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

Specify Water Right, Priority Date, point of diversion(s) (POD), place of use, tax lot, gov't lot/DLC, acres to be leased, original use type, certificate page number, and any previous lease.

If not enough room below, you may add rows (see instructions) or create a spreadsheet/table (matching Table 1) and attach.

Any attached table should include reference to the Lessor.

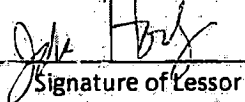
Water Right #	Priority Date	POD #	Twp	Rng	Sec	Q-Q	Tax Lot	Gov't Lot/DLC #	Acres	Use	Page #	Previous Lease #
94956	10/31/1900	11	16 S	12 E	23	NW SE	305		0.2	Irrig	32	IL-1515 IL-1374

Any additional information about the right: _____

Farm Deferral Tax Status: Counties make the determination of whether a property qualifies for the farm use assessment without consideration of whether the lands have an associated water right which is leased instream. If you have questions regarding the farm use assessment you should contact your local county assessor. You should contact your County for any weed ordinance and management requirements.

The undersigned declare:

1. I/We agree during the term of this lease to suspend use of water allowed under the water right(s) involved in the lease as well as and any other appurtenant primary or supplemental water right(s); and
2. I/We certify are the lessor(s) (water right interest holder) of the water right(s) in Table 1. If not the deeded land owner, I/we have obtained consent from the deeded land owner and/or have provided documentation of authorization to pursue the instream lease; and
3. I/We affirm that the information in this application is true and accurate.


Signature of Lessor

Date: 4/15/22

Printed name (and title): Jake Hemeling (Member, LBNW LLC)

Mailing Address: 65315 N Hwy 97, Bend, OR 97701

Phone number (include area code): 541 350 3349

**E-mail address: jake@oregonht.com

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New Search		Printer Friendly		Business Entity Data			02-01-2022 07:12
Entity Type	1751202-95	Entity Name	DLIC	Entity Status	ACT	Registry Date	12-04-2020
Entity Name	CBNW LLC		State	OREGON	Next Renewal Date	12-04-2021	Renewal Due?
Foreign Name							

Online Renewal:

[Renew Online](#)

[Click here to generate and print an annual report.](#)

New Search		Printer Friendly		Associated Names		
Type	PPB	PRINCIPAL PLACE OF BUSINESS				
Address	53301 N HWY 97					
City	BEND	OR	97701	Country	UNITED STATES OF AMERICA	

Please click here for general information about registered agents and service of process.

Type	AGT	REGISTERED AGENT		Start Date	12-04-2020	Resign Date	
Name	TAMIARA		CRAWFORD				
Address	19083 SADDLEBACK LN						
City	BEND	OR	97703	Country	UNITED STATES OF AMERICA		

Type	MAL	MAILING ADDRESS					
Address	53301 N HWY 97						
City	BEND	OR	97701	Country	UNITED STATES OF AMERICA		

Type	MEM	MEMBER				Resign Date	
Name	DOWIGHT		JOHNSON				
Address	53301 N HWY 97						
City	BEND	OR	97701	Country	UNITED STATES OF AMERICA		

Type	MEM	MEMBER				Resign Date	
Name	JAKE		HERMELING				
Address	53301 N HWY 97						
City	BEND	OR	97701	Country	UNITED STATES OF AMERICA		

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Salem, OR

EXHIBIT C

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**Deschutes River Conservancy
Instream Leasing Program**

Salem, OR

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

The Deschutes River Conservancy is dedicated to restoring stream flow and improving water quality in the Deschutes Basin; land stewardship is a component of these goals.

Weed Policy

The DRC expects participants in the Leasing Program will continue to exercise agricultural best management practices on lands enrolled in the Program, particularly with respect to the control of noxious and/or nuisance weeds. Failure to control weeds on leased acres may result in exclusion from Program compensation.

Information and Resources Attached

Farm Deferral Notice

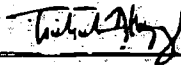
Instream leasing is a beneficial use that protects your water right from forfeiture and allows for compensation for this instream use, but please note that it does not automatically protect against loss of farm use special assessment. Exclusive Farm Use (EFU) zoned lands may still require at least minimal use with the intent to make a profit. It is the landowner's responsibility to know their tax assessment status and qualifying uses.

Information and Resources Attached

Donated Leases: One year and multi-year leases of less than 10 acres, leases with public entities, leases submitted after the due date, and leases with verified weed complaints are not paid a per acre or per acre-foot rate by the DRC.

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

Signature:



Date: 4/18/2022

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

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

**Complete Table 1 Identify water right(s) proposed to be leased instream
Provide a separate Part 3 for each Lessor (water right interest holder/landowner)**

Table 1

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

Specify Water Right, Priority Date, point of diversion(s) (POD), place of use, tax lot, gov't lot/DLC, acres to be leased, original use type, certificate page number, and any previous lease.

If not enough room below, you may add rows (see instructions) or create a spreadsheet/table (matching Table 1) and attach.

Any attached table should include reference to the Lessor.

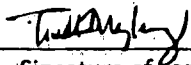
Water Right #	Priority Date	POD #	Twp		Rng		Sec	Q-Q		Tax Lot	Gov't Lot/DLC #	Acres	Use	Page #	Previous Lease #
94956	10/31/1900	11	15	S	13	E	05	SW	NE	105		5.0	Irrig	19	IL-1584

Any additional information about the right: _____

Farm Deferral Tax Status: Counties make the determination of whether a property qualifies for the farm use assessment without consideration of whether the lands have an associated water right which is leased instream. If you have questions regarding the farm use assessment you should contact your local county assessor. You should contact your County for any weed ordinance and management requirements.

The undersigned declare:

1. I/We agree during the term of this lease to suspend use of water allowed under the water right(s) involved in the lease as well as and any other appurtenant primary or supplemental water right(s); and
2. I/We certify are the lessor(s) (water right interest holder) of the water right(s) in Table 1. If not the deeded land owner, I/we have obtained consent from the deeded land owner and/or have provided documentation of authorization to pursue the instream lease; and
3. I/We affirm that the information in this application is true and accurate.



Date: 4/18/2022

Signature of Lessor

Printed name (and title): Tucker Mayberry (Registered Agent, ACME Building Partners, LLC)

Mailing Address: 2436 Northwest Way, Redmond, OR 97756

Phone number (include area code): 541 280 5664

**E-mail address: Tucker@mayberrygroup.com

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Salem, OR

Registy Nbr	Entity Name	Entity Type	State	Registy Date	Next Renewal Date	Renewal Due?
1701936-93	ACME BUILDING PARTNERS LLC	DLLC	OREGON	08-03-2020	08-03-2022	

Type	Address	City	State	Zip	Country
PPB	1436 NORTHWEST WAY	REDMOND	OR	97756	UNITED STATES OF AMERICA

Please click here for general information about registered agents and service of process.

Type	Address	City	State	Zip	Country	Start Date	Resign Date
AGT	19519 TODD LAKE CT	BEND	OR	97702	UNITED STATES OF AMERICA	10-12-2021	

Type	Address	City	State	Zip	Country
MAL	1436 NORTHWEST WAY	REDMOND	OR	97756	UNITED STATES OF AMERICA

Type	Address	City	State	Zip	Country	Resign Date
MEM	1371 LANGLEY ST SE	SALEM	OR	97317	UNITED STATES OF AMERICA	

Type	Address	City	State	Zip	Country	Resign Date
MEM	1436 NORTHWEST WAY	REDMOND	OR	97756	UNITED STATES OF AMERICA	

Type	Address	City	State	Zip	Country	Resign Date
MEM	19519 TODD LAKE CT	BEND	OR	97702	UNITED STATES OF AMERICA	

Type	Address	City	State	Zip	Country	Resign Date
MEM	1660 SW 45TH ST					

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Part 4 of 4 – Water Right and Instream Use Information

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

Table 2

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

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

Priority Date	POD #	Use	Acre	Other Information (such as conditions/limitations on the right)	Rate (cfs)	Volume (af)
10/31/1900	1	Irrig	0.96	Season 1 Rate/Total Volume	0.012	9.41
10/31/1900	1	Irrig	0.96	Season 2 Rate	0.016	
10/31/1900	1	Irrig	0.96	Season 3 Rate	0.021	
10/31/1907	1	Irrig	0.96	Season 3 Rate	0.008	

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

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

Table 3

Instream Use created by the lease	River Basin: <u>Deschutes</u>	River/Stream Name: <u>Deschutes River, tributary to Columbia River</u>				
Proposed Instream Reach: <input checked="" type="checkbox"/> A reach typically begins at the POD and ends at the mouth of the source stream: From the POD to <u>Lake Billy Chinook RM 120</u>		Or Proposed Instream Point: <input type="checkbox"/> Instream use protected at the POD				
OR <input type="checkbox"/> Please check this box if you are not sure of the proposed reach and want water to be protected within a reach below the POD, if possible. If no reach is identified or the above box is not checked, and there is only one POD listed on the water right, the lease may be processed to be protected at the POD.)						
Instream Portion: May not exceed the maximum rate/volume for the right (identified in Table 2) Use the table 3 to illustrate the instream rate, volume and instream period by priority date, POD, Use and acreage, as appropriate. If not enough room below, you may add rows (see instructions) or create a spreadsheet (clearly labeled and matching the below portion of Table 3) and attach.						
Priority date	POD #	Use	Acre	Proposed Instream Period	Instream Rate (cfs)	Total instream volume (af)
10/31/1900	1	Irrig	0.96	Season 1 Rate/Total Volume	0.007	5.23
10/31/1900	1	Irrig	0.96	Season 2 Rate	0.009	
10/31/1900	1	Irrig	0.96	Season 3 Rate	0.016	
OR <input type="checkbox"/> Please check this box if you are not sure of the proposed rate, volume and instream period. As part of its review process, the Department will identify the appropriate instream rate, volume and period considering the water right(s) being leased and instream benefits.						
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A Conditions to avoid enlargement or injury to other water rights, if any, or other limitations: list here <u>The instream flow will be allocated on a daily average basis up to the described rate from April 1 through October 26</u>						
Note: The Department may identify additional conditions to prevent injury and/or enlargement.						
Any additional information about the proposed instream use: _____					Received by OWRD	

Part 4 of 4 – Water Right and Instream Use Information

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

Table 2

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

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

Priority Date	POD #	Use	Acre	Other Information (such as conditions/limitations on the right)	Rate (cfs)	Volume (af)
10/31/1900	11	Irrig	40.99	Season 1 Rate/Total Volume	0.468	386.57
10/31/1900	11	Irrig	40.99	Season 2 Rate	0.638	
10/31/1900	11	Irrig	40.99	Season 3 Rate	0.870	
10/31/1907	11	Irrig	40.99	Season 3 Rate	0.348	

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

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

Table 3

Instream Use created by the lease	River Basin: <u>Deschutes</u>	River/Stream Name: <u>Deschutes River, tributary to Columbia River</u>				
Proposed Instream Reach: <input checked="" type="checkbox"/> A reach typically begins at the POD and ends at the mouth of the source stream: From the POD to <u>lake Billy Chinook RM 120</u>	Or Proposed Instream Point: <input type="checkbox"/> Instream use protected at the POD					
OR <input type="checkbox"/> Please check this box if you are not sure of the proposed reach and want water to be protected within a reach below the POD, if possible. If no reach is identified or the above box is not checked, and there is only one POD listed on the water right, the lease may be processed to be protected at the POD.)						
Instream Portion: May not exceed the maximum rate/volume for the right (identified in Table 2)						
Use the table 3 to illustrate the instream rate, volume and instream period by priority date, POD, Use and acreage, as appropriate. If not enough room below, you may add rows (see instructions) or create a spreadsheet (clearly labeled and matching the below portion of Table 3) and attach.						
Priority date	POD #	Use	Acre	Proposed Instream Period	Instream Rate (cfs)	Total instream volume (af)
10/31/1900	11	Irrig	40.99	Season 1 Rate/Total Volume	0.282	223.42
10/31/1900	11	Irrig	40.99	Season 2 Rate	0.376	
10/31/1900	11	Irrig	40.99	Season 3 Rate	0.696	
OR <input type="checkbox"/> Please						
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A Conditions to avoid enlargement or injury to other water rights, if any, or other limitations: list here <u>The instream flow will be allocated on a daily average basis up to the described rate from April 1 through October 26</u>						
Note: The Department may identify additional conditions to prevent injury and/or enlargement.						
Any additional information about the proposed instream use: <u>leased instream as mitigation project</u>					Received by OWRD	

Revised: 04/13/2020

This calculator is primarily designed to facilitate the calculation of how much water may be protected instream through instream leases and transfers. However, the calculator can also be used to determine the rate and duty associated with other transfers and cancellations. For questions regarding its use, please contact Laura Wyke at 503-983-0894.

Enter Total Number of Acres Involved from POD #1 (CO Canal)

Enter Total Number of Acres Involved from POD #11 (North Canal, also known as P8 Canal)

Rate and duty for the acres by which the water right will be reduced by at the Point of Diversion (POD).

POD #1	October 31, 1900	December 2, 1907	Combined
Season 1 Rate (CFS)	0.012		
Season 2 Rate (CFS)	0.016		
Season 3 Rate (CFS)	0.021	0.008	0.029
Duty (AF)			9.41

POD #11	October 31, 1900	December 2, 1907	Combined
Season 1 Rate (CFS)	0.000		
Season 2 Rate (CFS)	0.000		
Season 3 Rate (CFS)	0.000	0.000	0.000
Duty (AF)			0.00

The transmission loss associated with this right is not transferable or protectable instream. The following tables show the amount of water that is protectable for instream leases and instream transfers, under the October 31, 1900 priority date. (Please contact the Department if you prefer to protect water instream under the combined October 31, 1900 and December 2, 1907 priority dates.) To prevent entrapment and injury, the instream use has been modified from the authorized season of April 1 through October 31, to April 1 through October 26.

From POD #1 to Lake Billy Chinook	
Season 1 Rate (CFS)	0.007
Season 2 Rate (CFS)	0.009
Season 3 Rate (CFS)	0.018
Maximum Volume (AF)	5.23

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Salem, OR



Revised: 04/13/2020

This calculator is primarily designed to facilitate the calculation of how much water may be protected instream through instream leases and transfers. However, the calculator can also be used to determine the rate and duty associated with other transfers and cancellations. For questions regarding its use, please contact Laura Wake at 503-886-0384.

Enter Total Number of Acres Involved from POD #1 (CO Canal)

Enter Total Number of Acres Involved from POD #11 (North Canal, also known as PB Canal)

Rate and duty for the acres by which the water right will be reduced by at the Point of Diversion (POD).

POD #1	October 31, 1900	December 2, 1907	Combined
Season 1 Rate (CFS)	0.000		
Season 2 Rate (CFS)	0.000		
Season 3 Rate (CFS)	0.000	0.000	0.000
Duty (AF)			0.00

POD #11	October 31, 1900	December 2, 1907	Combined
Season 1 Rate (CFS)	0.488		
Season 2 Rate (CFS)	0.838		
Season 3 Rate (CFS)	0.870	0.348	1.218
Duty (AF)			186.57

The transmission loss associated with this right is not transferable or protectable instream. The following tables show the amount of water that is protectable for Instream Leases and Instream Transfers, under the October 31, 1900 priority date. (Please contact the Department if you prefer to protect water instream under the combined October 31, 1900 and December 2, 1907 priority dates.) To prevent enlargement and injury, the instream use has been modified from the authorized season of April 1 through October 31, to April 1 through October 26.

From POD #11 to Lake Billy Chinoak	
Season 1 Rate (CFS)	10.282
Season 2 Rate (CFS)	0.376
Season 3 Rate (CFS)	0.698
Maximum Volume (AF)	223.42

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Salem, OR

**DESCHUTES COUNTY
SEC.30 T15S R13E**

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SCALE - 1" = 400'

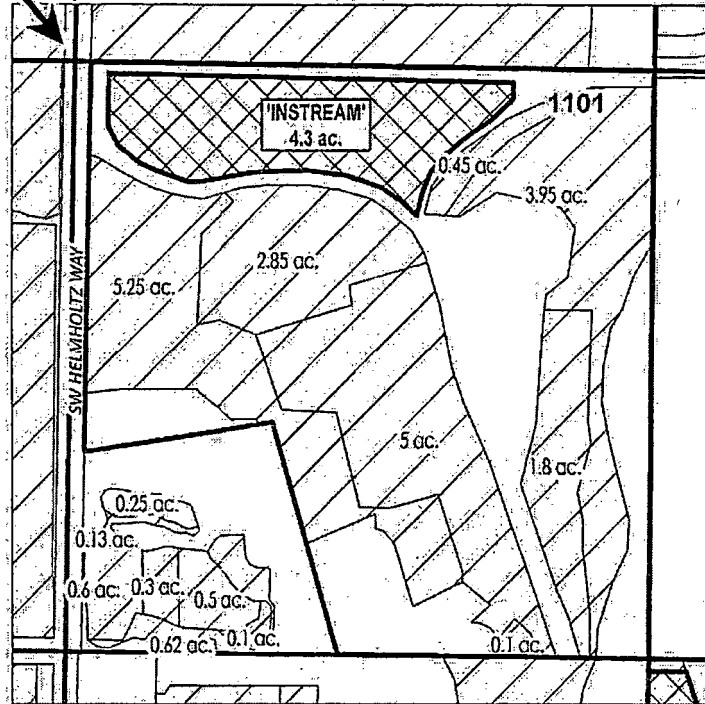
APR 19 2022





Salem, OR

NW 1/4 OF THE SW 1/4

W 1/4 COR



	EXISTING WATER RIGHTS
	INSTREAM LANDS



APPLICATION FOR 1 YEAR INSTREAM LEASE

NAME: Childs, Don/Pat

TAXLOTS #: 1101

4.3 ACRES

DATE: 3/25/2022

**DESCHUTES COUNTY
SEC.07 T15S R13E**

Received by OWRD

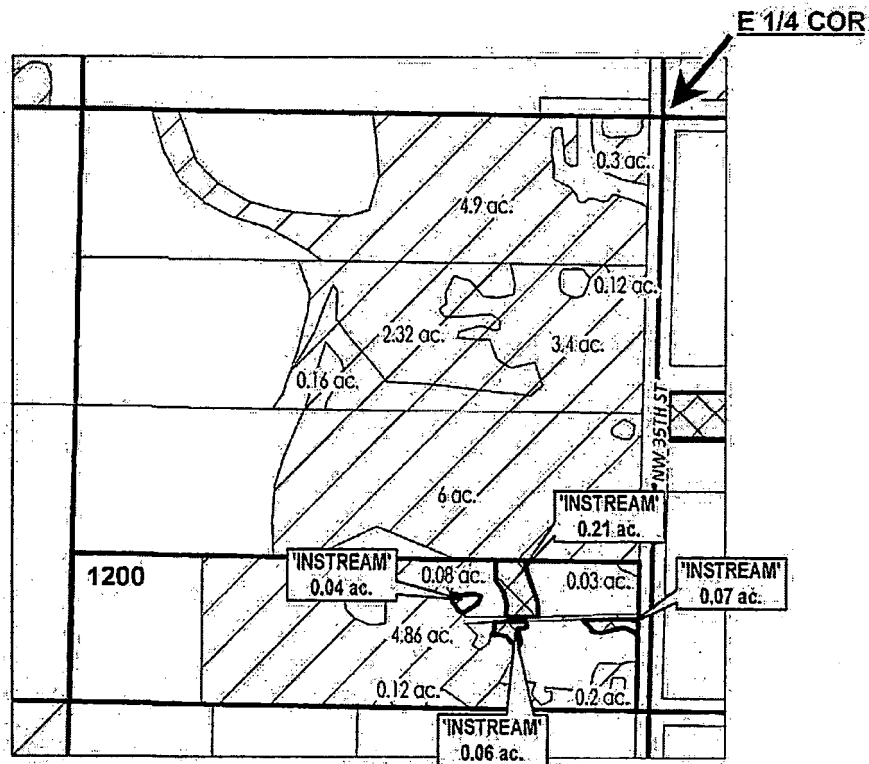
SCALE - 1" = 400'

APR 19 2022



Salem, OR

NE 1/4 OF THE SE 1/4



	EXISTING WATER RIGHTS
	INSTREAM LANDS



APPLICATION FOR 1 YEAR INSTREAM LEASE

NAME: Diefenderfer, Gary

TAXLOTS #: 1200

0.38 ACRES

DATE: 3/28/2022

**DESCHUTES COUNTY
SEC.18 T15S R13E**

Received by OWRD

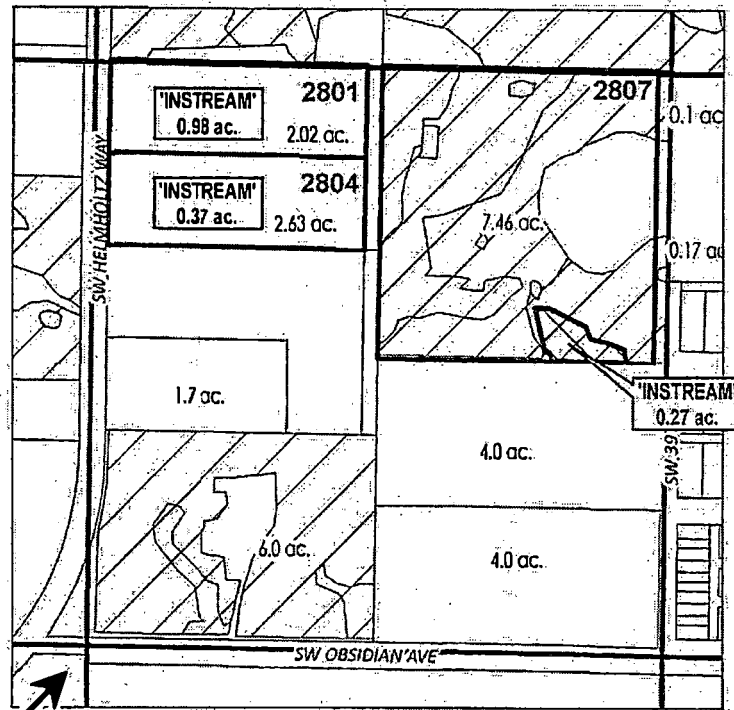
SCALE - 1" = 400'

APR 19 2022



Salem, OR

SW 1/4 OF THE SE 1/4



S 1/4 COR

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



APPLICATION FOR 1 YEAR INSTREAM LEASE

NAME: Diefenderfer, Gary

TAXLOTS #: 2801, 2804, 2807

1.62 ACRES

DATE: 3/28/2022

**DESCHUTES COUNTY
SEC.12 T15S R12E**

Received by OWRD

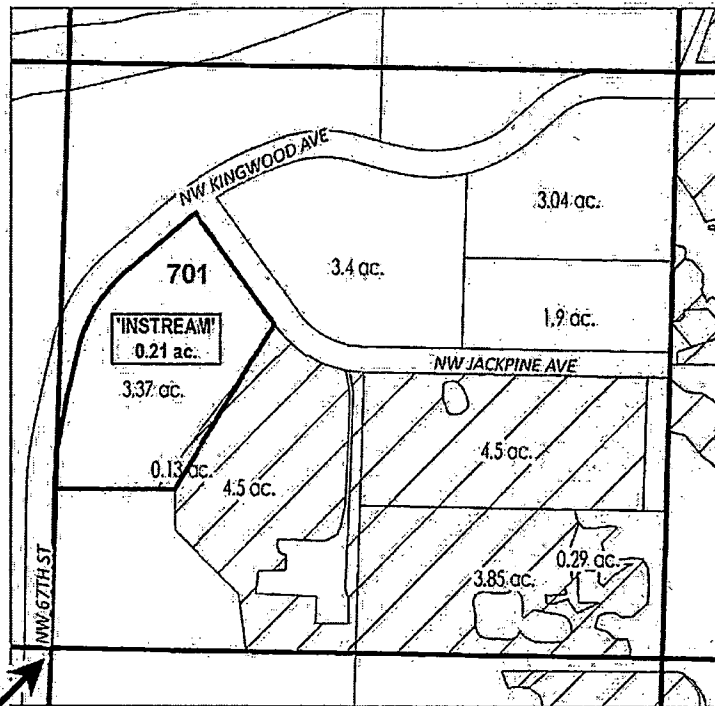
SCALE - 1" = 400'

APR 19 2022



Salem, OR

SW 1/4 OF THE NW 1/4



W 1/4 COR

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



APPLICATION FOR 1 YEAR INSTREAM LEASE

NAME: Nye, Sherrie

TAXLOTS #: 701

0.21 ACRES

DATE: 3/29/2022

**DESCHUTES COUNTY
SEC.02 T17S R12E**

Received by OWRD

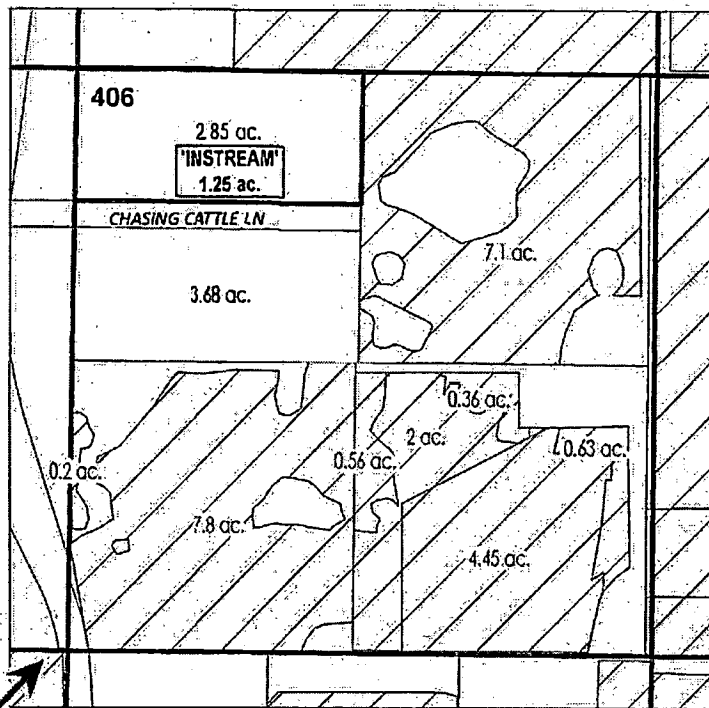
APR 19 2022

SCALE - 1" = 400'

Salem, OR



SW 1/4 OF THE NE 1/4



C 1/4 COR

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



APPLICATION FOR 1 YEAR INSTREAM LEASE

NAME: Headley, Thomas/McLay Candra

TAXLOTS #: 406

1.25 ACRES

DATE: 3/29/2022

**DESCHUTES COUNTY
SEC.02 T18S R13E**

Received by OWRD

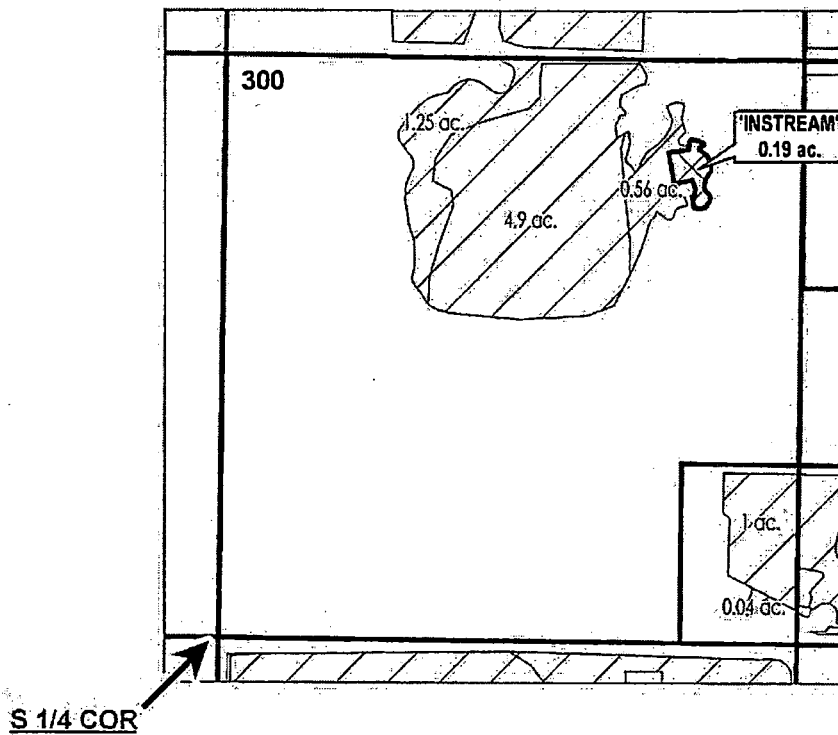
SCALE - 1" = 400'



APR 19 2022



Salem, OR

SW 1/4 OF THE SE 1/4



	INSTREAM LANDS
	EXISTING WATER RIGHTS



APPLICATION FOR 1 YEAR INSTREAM LEASE

NAME: Cougar Trail LLC

TAXLOTS #: 300

0.19 ACRES

DATE: 4/11/2022

**DESCHUTES COUNTY
SEC.11 T16S R12E**

Received by OWRD

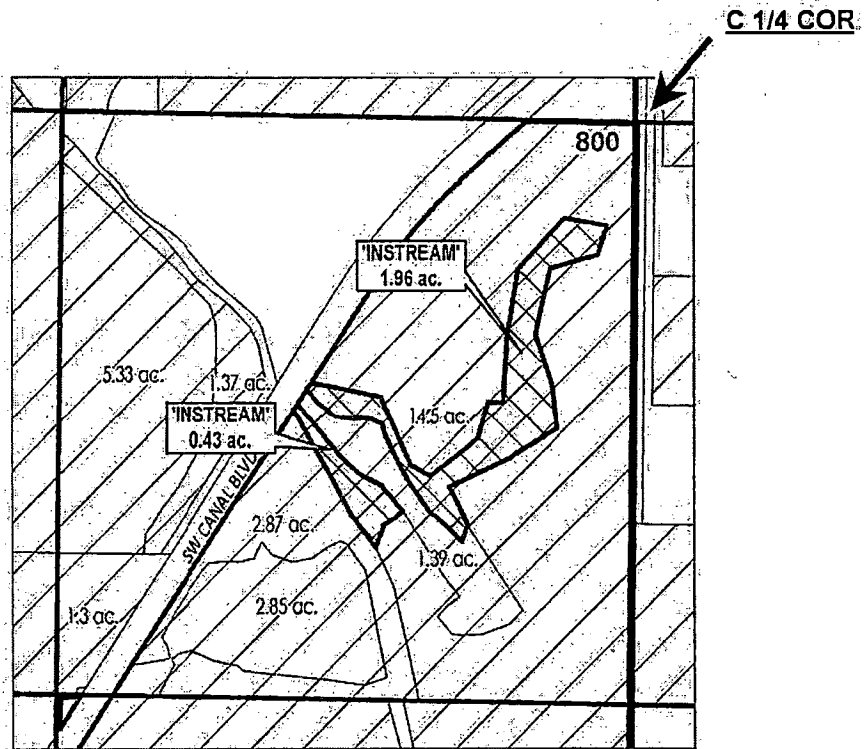
SCALE - 1" = 400'

APR 19 2022



Salem, OR

NE 1/4 OF THE SW 1/4



	INSTREAM LANDS
	EXISTING WATER RIGHTS



COID

APPLICATION FOR 1 YEAR INSTREAM LEASE

NAME: ATP LLC

TAXLOTS #: 800

2.39 ACRES

DATE: 4/12/2022

DESCHUTES COUNTY SEC.02 T16S R12E

Received by OWRD

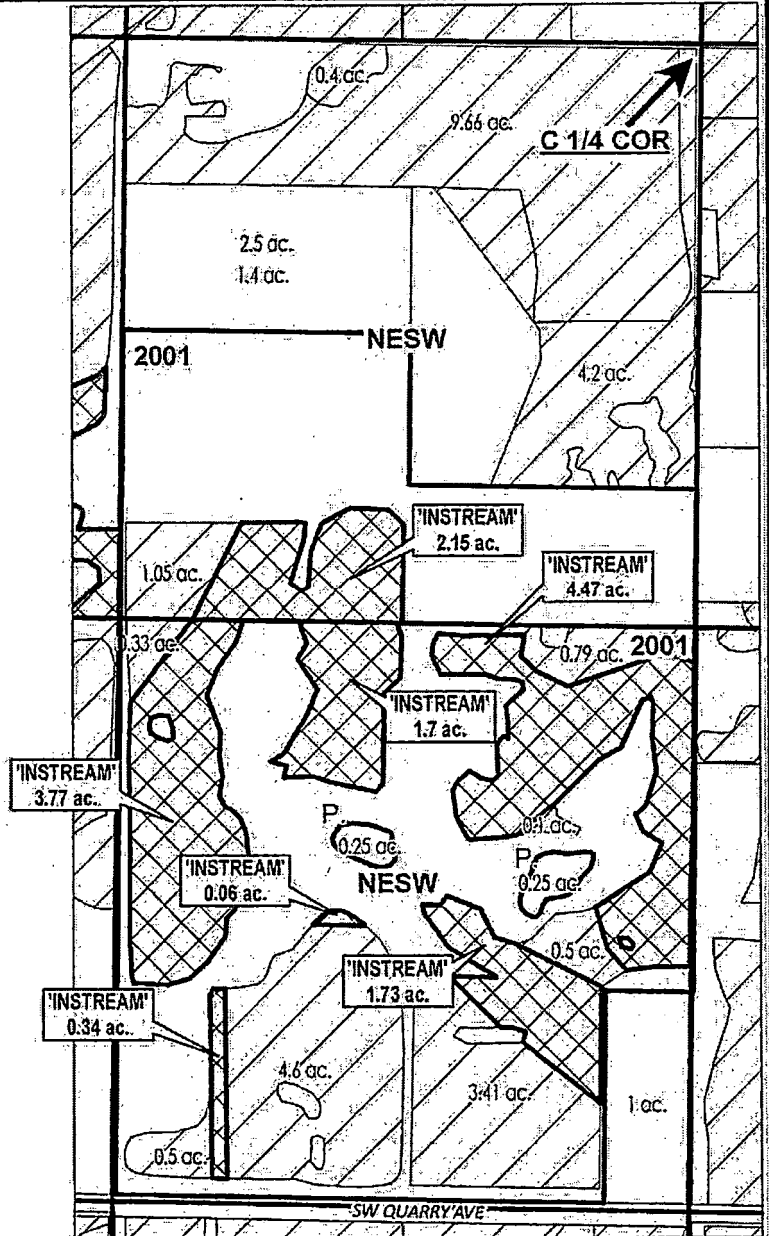
SCALE - 1" = 400'

APR 19 2022



Salem, OR

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



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



APPLICATION FOR 1 YEAR INSTREAM LEASE

NAME: Southern, Vincent/William/Dianne
TAXLOTS #: 2001 14.22 ACRES

DATE: 4/11/2022

DESCHUTES COUNTY SEC.16 T14S R13E

Received by OWRD

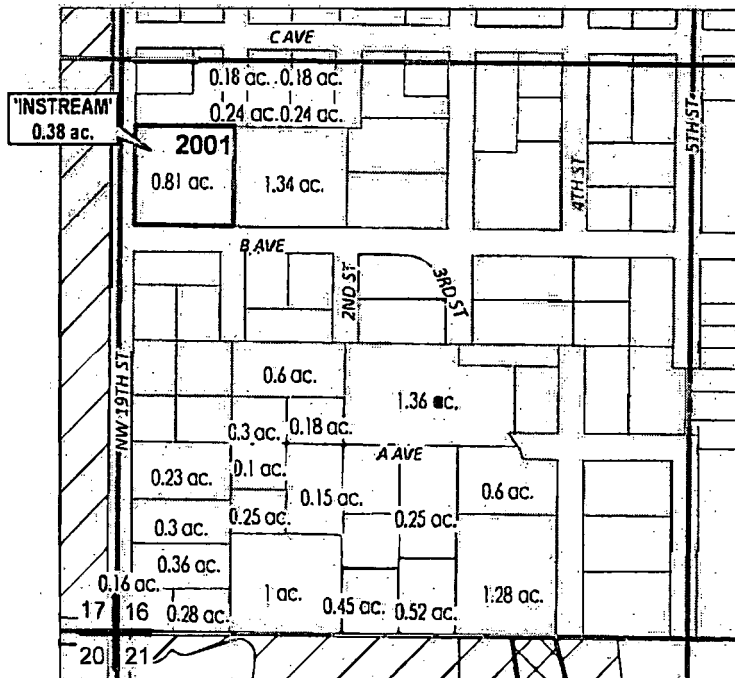
SCALE - 1" = 400'

APR 19 2022



Salem, OR

SW 1/4 OF THE SW 1/4



ac. PARCELS W/ WATER RIGHTS

ac. INSTREAM PARCELS



COID

APPLICATION FOR 1 YEAR INSTREAM LEASE

NAME: Walters, Lavetta

TAXLOTS #: 2001

0.38 ACRES

DATE: 4/11/2022

**CROOK COUNTY
SEC.14 T15S R14E**

Received by OWRD

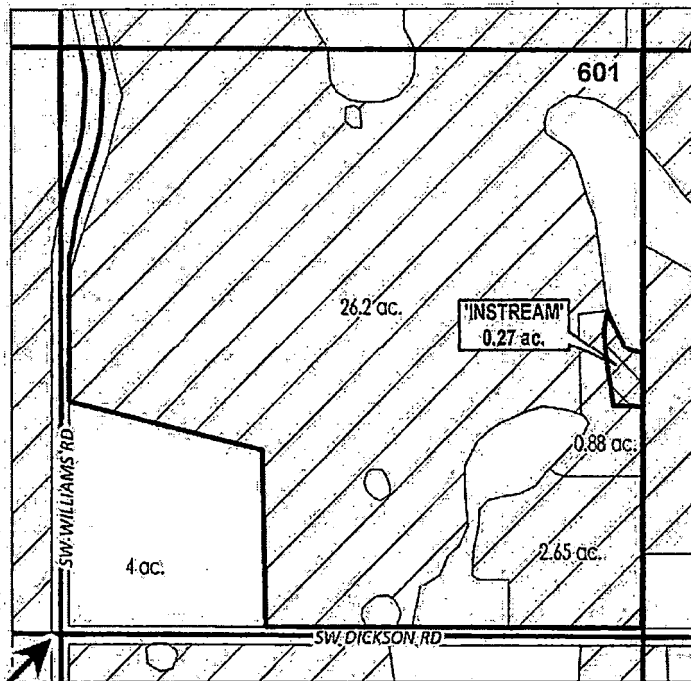
SCALE - 1" = 400'

APR 19 2022



Salem, OR

SW 1/4 OF THE SE 1/4



S 1/4 COR

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



APPLICATION FOR 1 YEAR INSTREAM LEASE

NAME: Kingsbury, Marc/Rhonda

TAXLOTS #: 601

0.27 ACRES

DATE: 4/12/2022

**CROOK COUNTY
SEC.18 T15S R15E**

Received by OWRD

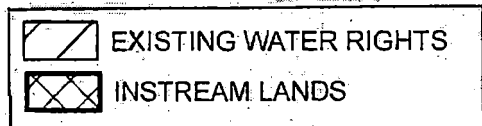
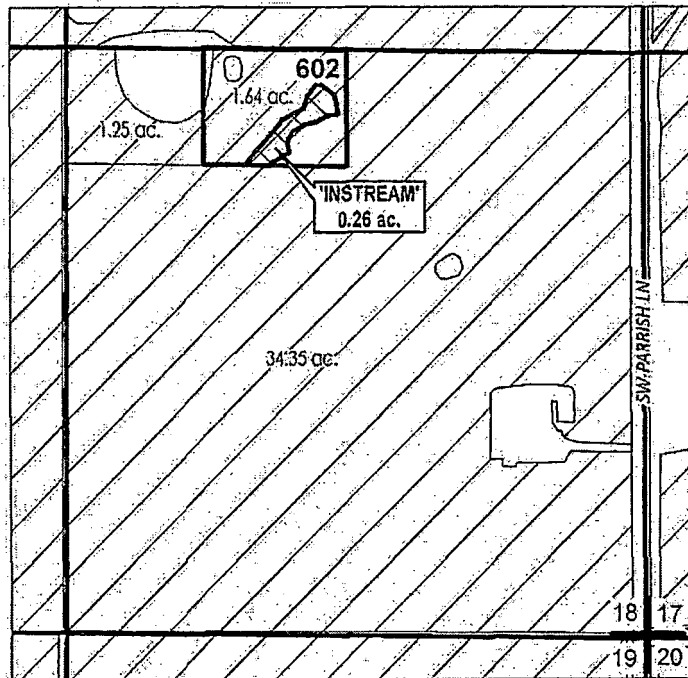
SCALE - 1" = 400'

APR 19 2022



Salem, OR

SE 1/4 OF THE SE 1/4



C.O.I.D.

APPLICATION FOR 1 YEAR INSTREAM LEASE

NAME: Robinson, Dorothy Trust

TAXLOTS #: 602

0.26 ACRES

DATE: 3/1/2022

**DESCHUTES COUNTY
SEC.21 T17S R13E**

Received by OWRD

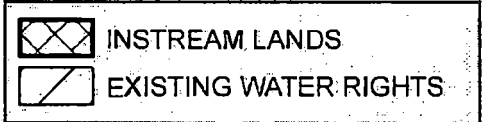
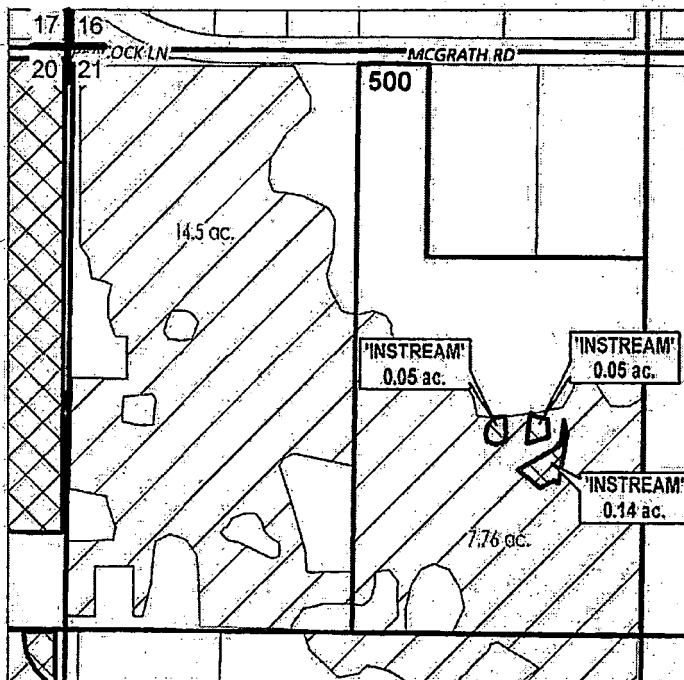
SCALE - 1" = 400'

APR 19 2022



NW 1/4 OF THE NW 1/4

Salem, OR



APPLICATION FOR 1 YEAR INSTREAM LEASE

NAME: Smith, David/Katherine

TAXLOTS #: 500

0.24 ACRES

DATE: 4/18/2022

**DESCHUTES COUNTY
SEC.03 T14S R13E**

Received by OWRD

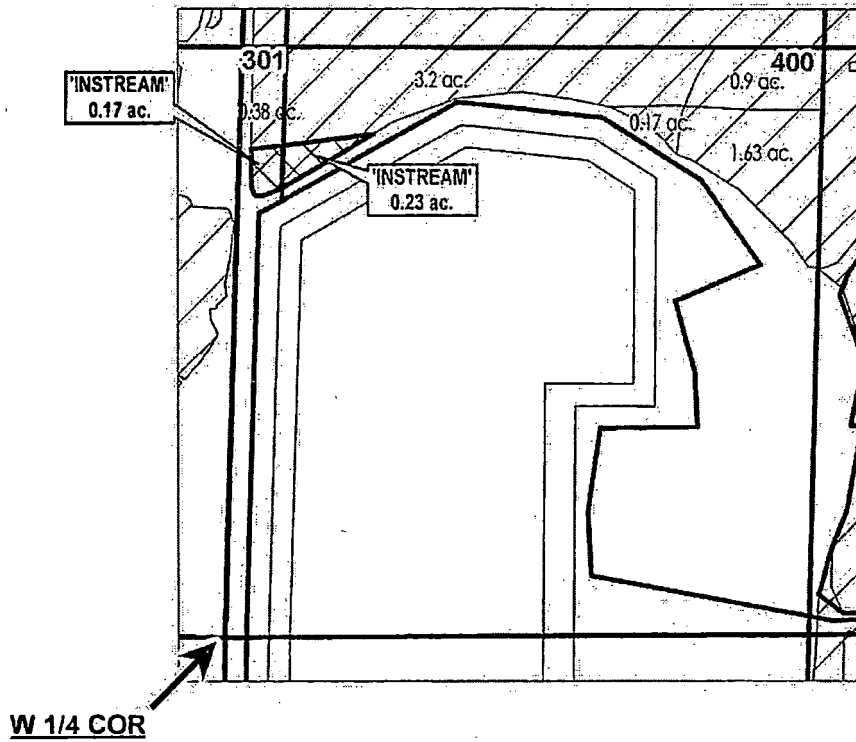
SCALE - 1" = 400'



APR 19 2022



Salem, OR

SW 1/4 OF THE NW 1/4



-  INSTREAM LANDS
-  EXISTING WATER RIGHTS



APPLICATION FOR 1 YEAR INSTREAM LEASE

NAME: Ranch at the Canyons

TAXLOTS #: 301, 400

0.4 ACRES

DATE: 4/18/2022

DESCHUTES COUNTY SEC.03 T14S R13E

Received by OWRD

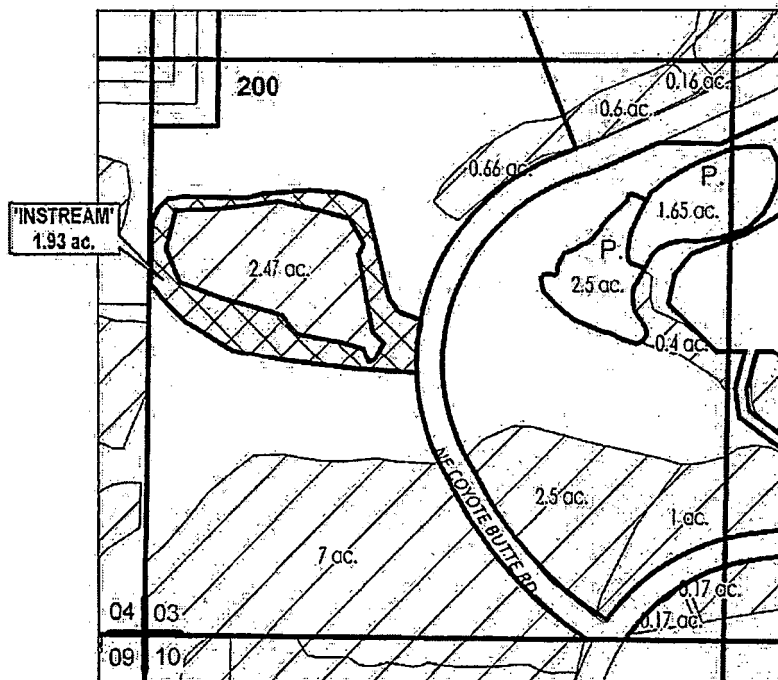
SCALE - 1" = 400'

APR 19 2022



Salem, OR

SW 1/4 OF THE SW 1/4



	POND
	INSTREAM LANDS
	EXISTING WATER RIGHTS



APPLICATION FOR 1 YEAR INSTREAM LEASE

NAME: Ranch at the Canyons

TAXLOTS #: 200

1.93 ACRES

DATE: 4/19/2022

DESCHUTES COUNTY SEC.09 T14S R13E

Received by OWRD

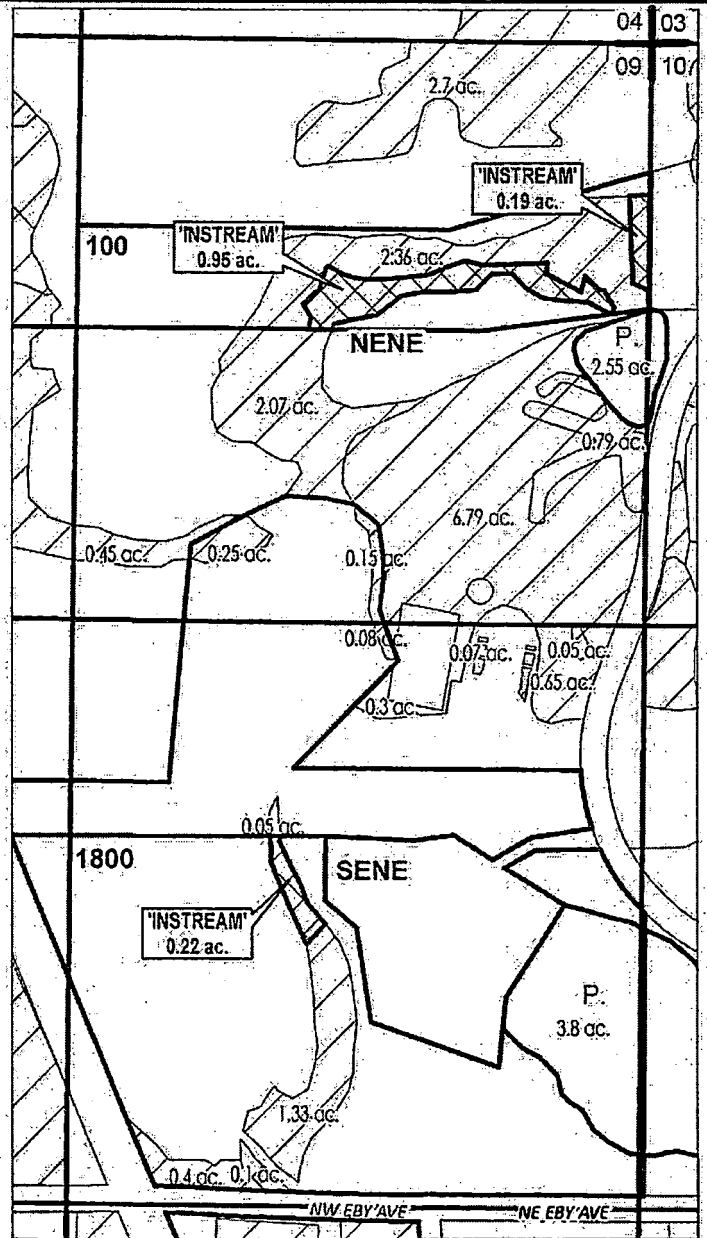
SCALE - 1" = 400'

APR 19 2022



Salem, OR

NE 1/4 OF THE NE 1/4; SE 1/4 OF THE NE 1/4



	POND
	INSTREAM LANDS
	EXISTING WATER RIGHTS



APPLICATION FOR 1 YEAR INSTREAM LEASE

NAME: Ranch at the Canyons

TAXLOTS #: 100, 1800

1.36 ACRES

DATE: 4/18/2022

DESCHUTES COUNTY SEC.10 T14S R13E

Received by OWRD

SCALE - 1" = 400'

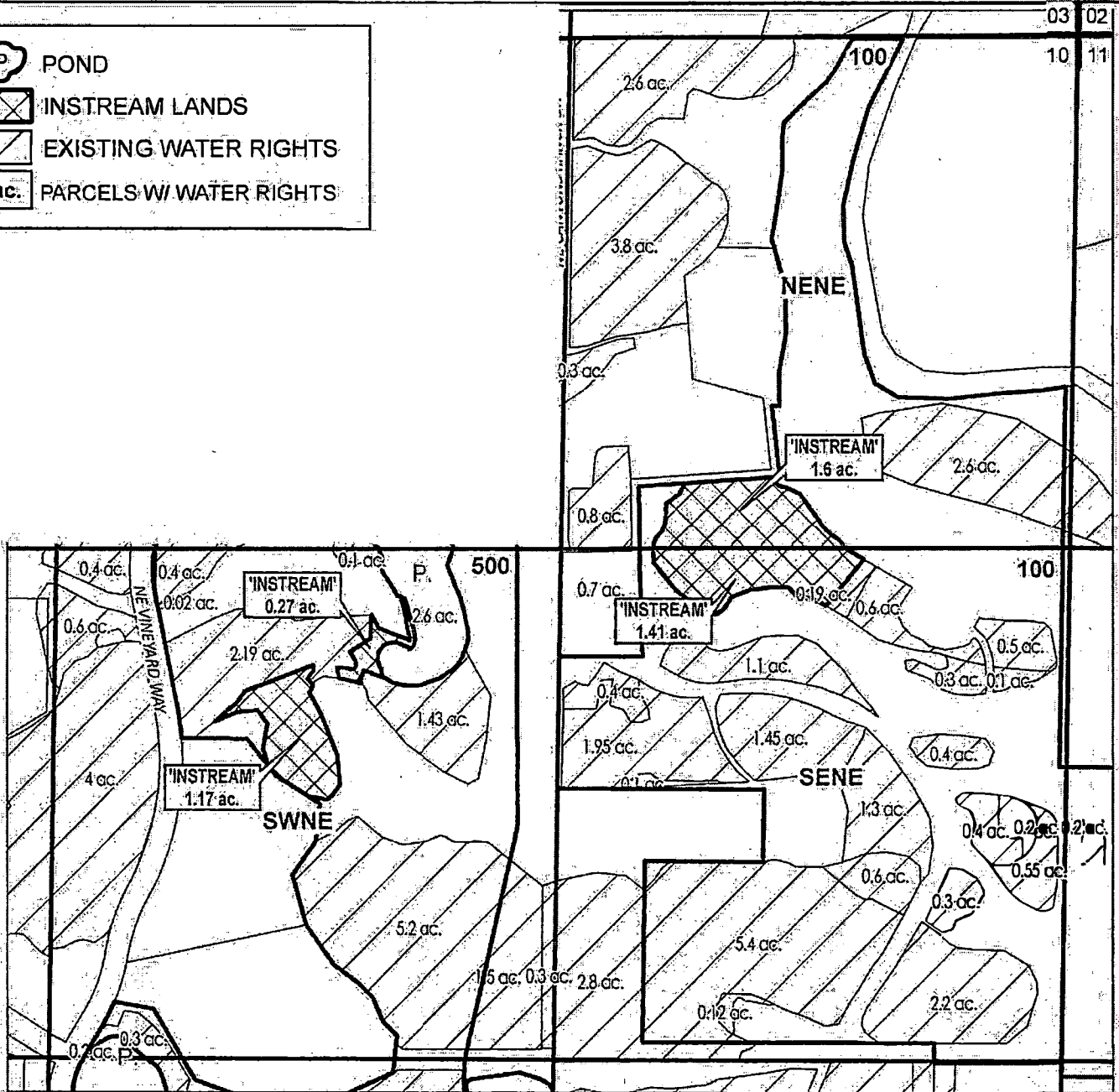
APR 19 2022

Salem, OR



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

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



APPLICATION FOR 1 YEAR INSTREAM LEASE

NAME: Ranch at the Canyons

TAXLOTS #: 100, 500

4.45 ACRES

DATE: 4/18/2022

**DESCHUTES COUNTY
SEC.10 T14S R13E**

Received by OWRD

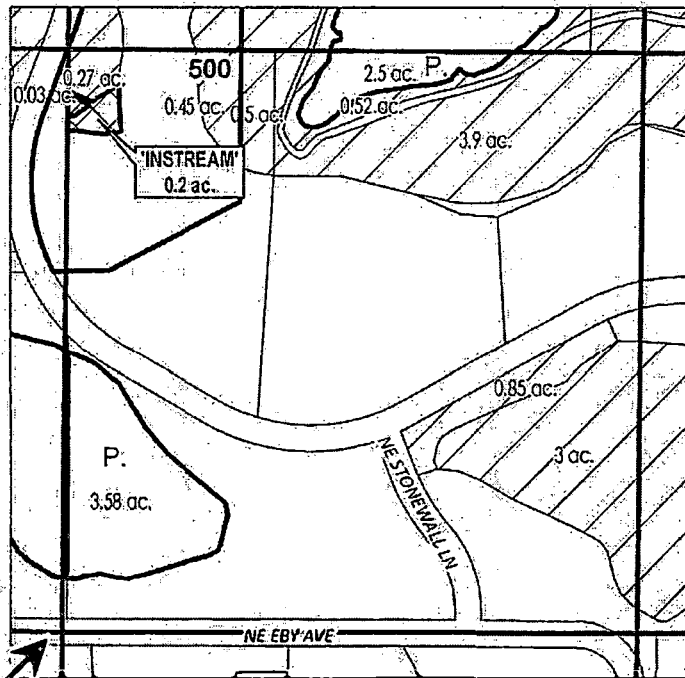
SCALE - 1" = 400'

APR 19 2022



Salem, OR

SW 1/4 OF THE NW 1/4



W 1/4 COR

	POND
	INSTREAM LANDS
	EXISTING WATER RIGHTS



COID

APPLICATION FOR 1 YEAR INSTREAM LEASE

NAME: Ranch at the Canyons

TAXLOTS #: 500

0.2 ACRES

DATE: 4/18/2022

**DESCHUTES COUNTY
SEC.23 T16S R12E**

Received by OWRD

SCALE - 1" = 400'

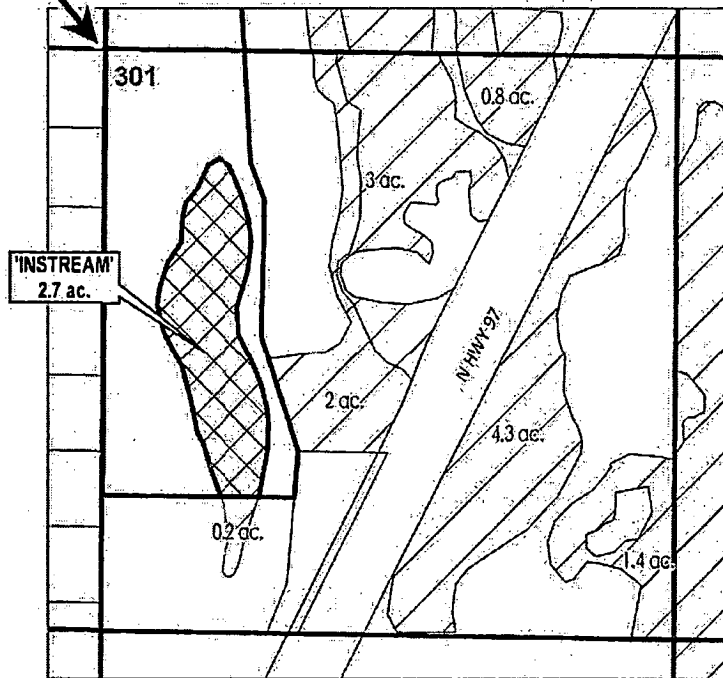
APR 19 2022



Salem, OR

NW 1/4 OF THE SE 1/4

C 1/4 COR



INSTREAM LANDS

EXISTING WATER RIGHTS



COID

APPLICATION FOR 1 YEAR INSTREAM LEASE

NAME: Johnson, Dwight/Marilee

TAXLOTS #: 301

2.7 ACRES

DATE: 4/18/2022

**DESCHUTES COUNTY
SEC.23 T16S R12E**

Received by OWRD

SCALE - 1" = 400'

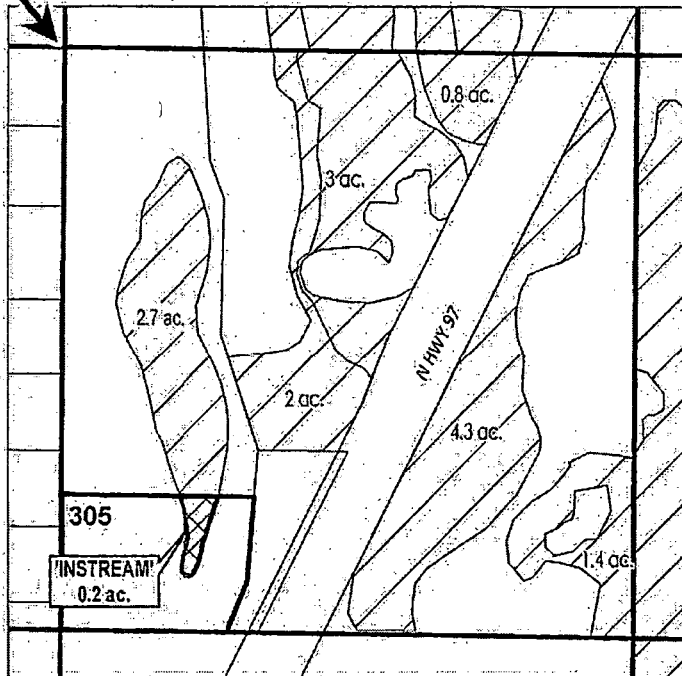
APR 19 2022





Salem, OR

NW 1/4 OF THE SE 1/4

C.1/4 COR



-  INSTREAM LANDS
-  EXISTING WATER RIGHTS



APPLICATION FOR 1 YEAR INSTREAM LEASE

NAME: LBNW LLC

TAXLOTS #: 305

0.2 ACRES

DATE: 4/18/2022

DESCHUTES COUNTY SEC.05 T15S R13E

Received by OWRD

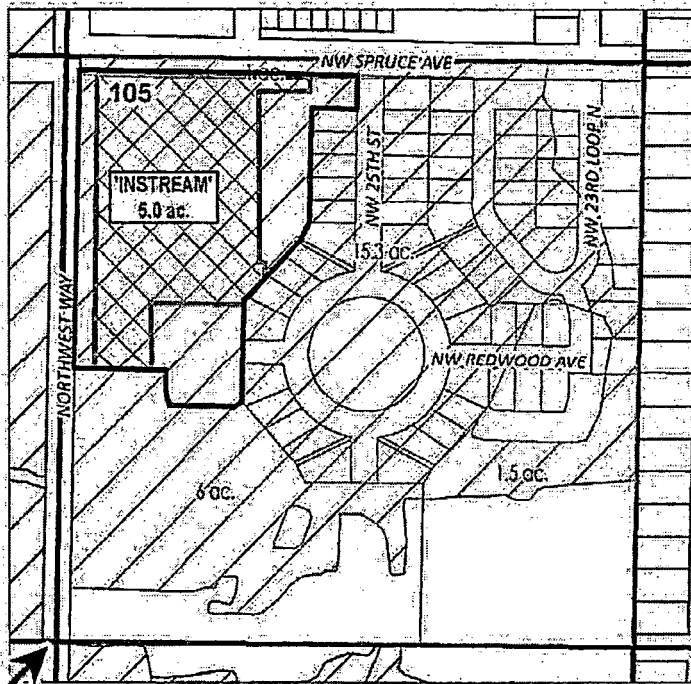
SCALE - 1" = 400'

APR 19 2022





Salem, OR

SW 1/4 OF THE NE 1/4



C 1/4 COR

-  INSTREAM LANDS
-  EXISTING WATER RIGHTS



APPLICATION FOR 1 YEAR INSTREAM LEASE

NAME: ACME Building Partners, LLC

TAXLOTS #: 105

5.0 ACRES

DATE: 4/19/2022

