

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-1959/MP-299
	District #	2023-16

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</u> (Account name)	

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

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Part 1 – Completed Minimum Requirements Checklist

Part 2 – Completed District and Other Party Signature Page

Salem, OR

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

MITIGATION PROJECT

Part 4 – Completed Water Right and Instream Use Information
 (Include a separate Part 4 for each Water Right.)

How many Water Rights are included in the lease application? 1 (# of rights)
 List each water right to be leased instream here: 94956

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

List those other water rights here: 76714

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

Required Attachments:

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

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

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

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

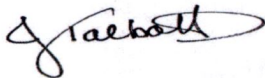
Yes N/A If the right has **not** been used in the last five years; provide supporting documentation indicating why a right (or portion thereof) is **not** subject to forfeiture.

Part 2 of 4 – District and other party Signature

Term of the Lease: The lease is requested to begin in: month <u>April</u> year <u>2023</u> and end: month <u>October</u> year <u>2023</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: 3/29/23

Signature of Co-Lessor

Printed name (and title): Jessica Talbott, Assistant Director of Water Rights

Business/Organization name: Central Oregon Irrigation District

Mailing Address (with state and zip): 1055 Lake Ct Redmond, OR 97756

Phone number (include area code): 541-504-7587 **E-mail address: Jtalbott@coid.org

 Signature of Co-Lessor Date: _____

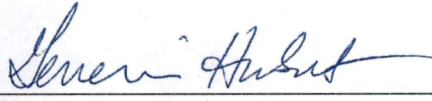
Printed name (and title): _____
 Business/organization name: _____
 Mailing Address (with state and zip): _____
 Phone number (include area code): _____ **E-mail address: _____

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See next page for additional signatures.



Date: 3/28/2023

Signature of Lessee

Printed name (and title): Gen Hubert, Senior Program Manager

Business/organization name: Deschutes River Conservancy

Mailing Address (with state and zip): 700 NW Hill St, Ste 1, Bend, OR 97703

Phone number (include area code): 541-382-4077 **E-mail address: james@deschutesriver.org

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

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Lease #													
*Patron ID	Name	Acres	Term	Exp	Canal	TRSQTL	Mailing Address	City	State	Zip	Agreement #	OWRD #	USE
5388	Nance, Elizabeth/Jordan	1.48	1	10/31/2023	PB	151318SWSE02803	1368 Helmholtz Way	Redmond	OR	97756	2023-16		IR
540885	Oregon State Parks	2.88	1	10/31/2023	PB	141314NENW00101	10260 NE Crooked River Dr	Terrebonne	OR	97760	2023-16		IR
5928	Palm Ventures	0.13	1	10/31/2023	PB	151224SWSE00900	9009 Merlin Dr	Redmond	OR	97756	2023-16		IR
5928	Palm Ventures	6.98	1	10/31/2023	PB	151224SESW00900	9009 Merlin Dr	Redmond	OR	97756	2023-16		IR
4592	RR&GC	3.44	1	10/31/2023	PB	161213SENE00101	PO Box 14	Redmond	OR	97756	2023-16		IR
4592	RR&GC	15.2	1	10/31/2023	PB	161318NWSW00700	PO Box 14	Redmond	OR	97756	2023-16		IR
4592	RR&GC	11.56	1	10/31/2023	PB	161318SWSW00700	PO Box 14	Redmond	OR	97756	2023-16		IR
4592	RR&GC	11.6	1	10/31/2023	PB	161213NENE00101	PO Box 14	Redmond	OR	97756	2023-16		IR
4592	RR&GC	0.2	1	10/31/2023	PB	161213NWNE00101	PO Box 14	Redmond	OR	97756	2023-16		IR
5861	Six of Harts Inc	0.82	1	10/31/2023	PB	141333SENE00200	21605 Paloma Dr	Bend	OR	97701	2023-16		IR
5904	Thomas R.P. Wayman, LLC	0.65	1	10/31/2023	PB	161211NWSW00401	7930 SW 77th St	Redmond	OR	97756	2023-16		IR
5961	Tradesland 3, LLC	2.11	1	10/31/2023	PB	151213SENEW00700	PO Box 128	Battleground	WA	98604	2023-16		IR
4152	Wallace, Jerry/Meri-Lynn	8.8	1	10/31/2023	PB	161212NWNE00200	5272 SW Quarry Ave	Redmond	OR	97756	2023-16		IR
5042	Warren, Erin/Beutler Exchange Group LLC	0.75	1	10/31/2023	PB	151213SESW01802	15031 S Mitchell Lane	Oregon City	OR	97045	2023-16		IR
5042	Warren, Erin/Beutler Exchange Group LLC	5.8	1	10/31/2023	PB	151213SWSW01802	15031 S Mitchell Lane	Oregon City	OR	97045	2023-16		IR
		subtotal PB acres 72.40											
2505	FNF NV Brasada, LLC	0.2	1	10/31/2023	CO	161428SESE00107	15 River Rd Suite 15B	Wilton	CT	06897	2023-16		IR
2505	FNF NV Brasada, LLC	0.25	1	10/31/2023	CO	161427SWSW00100	15 River Rd Suite 15B	Wilton	CT	06897	2023-16		IR
		subtotal CO acres 0.45											
		Total Acres 72.85											

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

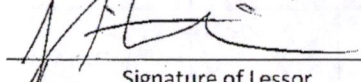
**Complete Table 1 Identify water right(s) proposed to be leased instream
Provide a separate Part 3 for each Lessor (water right interest holder/landowner)**

Table 1

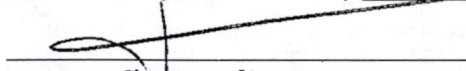
Irrigation District or other Water Purveyor Name: Central Oregon Irrigation District													
Specify Water Right, Priority Date, point of diversion(s) (POD), place of use, tax lot, gov't lot/DLC, acres to be leased, original use type, certificate page number, and any previous lease. If not enough 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	11	15 S	13 E	18	SW SE	2803		1.48	IR	21	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.


 _____ Date: 3/7/23
 Signature of Lessor

Printed name (and title): Elizabeth Harrison Nance Business name, if applicable: _____
 Mailing Address (with state and zip): 1368 Helmholtz Way Redmond, OR 97756
 Phone number (include area code): 541-633-0590 **E-mail address: lizzylulu80@gmail.com


 _____ Date: 3/3/23
 Signature of Lessor

Printed name (and title): Jordan Nance Business name, if applicable: _____
 Mailing Address (with state and zip): 1368 Helmholtz Way Redmond, OR 97756
 Phone number (include area code): 541 306 8105 **E-mail address: jordannance@gmail.com

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

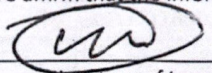
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Irrigation District or other Water Purveyor Name: Central Oregon Irrigation District													
Specify Water Right, Priority Date, point of diversion(s) (POD), place of use, tax lot, gov't lot/DLC, acres to be leased, original use type, certificate 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.													
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94956	10/31/1900	11	14 S	13 E	14	NE	NW	101		2.88	IR	10	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.													

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Signature of Lessor Date: 3/8/2023

Printed name (and title): Matthew Davey, Smith Rock Park Manager Business name, if applicable: Oregon State Parks
Mailing Address (with state and zip): 10260 NE Crooked River Dr Terrebonne, OR 97760
Phone number (include area code): 548-7501 Ext 1**E-mail address: Matthew.DAVEY@opr.d.oregon.gov

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

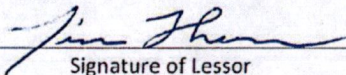
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94956	10/31/1900	11	15	S	12	E	24	SW	SE	900		0.13	IR	18	IL-902, IL-1148
94956	10/31/1900	11	15	S	12	E	24	SE	SW	900		6.98	IR	18	IL-902, IL-1148
Any additional information about the right: _____															
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3. I/We affirm that the information in this application is true and accurate.


Signature of Lessor

Date: 2-27-23

Printed name (and title): Jim Thomson Business name, if applicable: Palm Ventures, LLC
Mailing Address (with state and zip): 9009 Merlin Drive Redmond, OR 97756
Phone number (include area code): 541-241-4252 **E-mail address: baron55c@aol.com

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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
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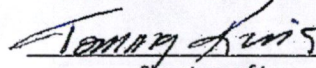
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94956	10/31/1900	11	16 S	12 E	13	NE	NE	101		11.6	IR	31	IL-1460, IL-1653,
94956	10/31/1900	11	16 S	12 E	13	NW	NE	101		0.20	IR	31	IL-1460, IL-1653
94956	10/31/1900	11	16 S	13 E	18	NW	SW	700		15.2	IR	32	IL-908, IL-1378, IL-1460, IL-1653
94956	10/31/1900	11	16 S	13 E	18	SW	SW	700		11.56	IR	32	IL-908, IL-1378, IL-1460, IL-1653

Any additional information about the right: _____

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Signature of Lessor

Date: 2/27/23

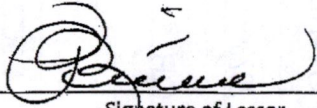
Printed name (and title): Tommy King, Registered Agent Business name, If applicable: Redmond Rod & Gun Club
Mailing Address (with state and zip): PO BOX 14 Redmond, OR 97756
Phone number (include area code): 541-604-9105 **E-mail address: rrgtreasurer@gmail.com

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Please see next page >>>>>



Signature of Lessor

Date: 2-28-23

Printed name (and title): Phil Mitchell, President Business name, if applicable: Redmond Rod & Gun Club

Mailing Address (with state and zip): PO BOX 14 Redmond, OR 97756

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

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Business Registry Business Name Search

[New Search](#)

Business Entity Data

02-24-2023 14:57

Registry Nbr	Entity Type	Entity Status	Jurisdiction	Registry Date	Next Renewal Date	Renewal Due?
053675-11	DNP	ACT	OREGON	05-25-1954	05-25-2023	
Entity Name REDMOND ROD & GUN CLUB						
Foreign Name						
Non Profit Type PUBLIC BENEFIT WITH MEMBERS						

[New Search](#)

Associated Names

Type	PPB PRINCIPAL PLACE OF BUSINESS					
Addr 1	9020 S HIGHWAY 97					
Addr 2						
CSZ	REDMOND	OR	97756	Country	UNITED STATES OF AMERICA	

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

Type	AGT	REGISTERED AGENT	Start Date	05-14-2021	Resign Date
Name	TOMMY KING				
Addr 1	3533 SW 63RD ST				
Addr 2					
CSZ	REDMOND	OR	97756	Country	UNITED STATES OF AMERICA

Type	MAL MAILING ADDRESS					
Addr 1	PO BOX 14					
Addr 2						
CSZ	REDMOND	OR	97756	Country	UNITED STATES OF AMERICA	

Type	PRE	PRESIDENT	Resign Date
Name	PHIL MITCHELL		
Addr 1	10466 SUNDANCE LN		
Addr 2			
CSZ	REDMOND	OR	97756

Type	SEC	SECRETARY	Resign Date
Name	CURT HINSHAW		
Addr 1	10466 SUNDANCE LN		
Addr 2			
CSZ	REDMOND	OR	97756

[New Search](#)

Name History

Business Entity Name	Name Type	Name Status	Start Date	End Date
REDMOND ROD & GUN CLUB	EN	CUR	05-25-1954	

Please read before ordering Copies.

[New Search](#)

Summary History

Image Available	Action	Transaction Date	Effective Date	Status	Name/Agent Change	Dissolved By
	AMENDED ANNUAL REPORT	05-09-2022		FI		
	AMNDMT TO ANNUAL RPT/INFO STATEMENT	02-24-2022		FI		
	AMNDMT TO ANNUAL RPT/INFO STATEMENT	02-15-2022		FI		
	AMENDED ANNUAL REPORT	05-14-2021		FI	Agent	
	AMNDMT TO ANNUAL RPT/INFO STATEMENT	02-22-2021		FI		
	AMENDED ANNUAL REPORT	05-14-2020		FI		
	AMENDED ANNUAL REPORT	04-18-2019		FI		
	AMNDMT TO ANNUAL RPT/INFO STATEMENT	10-26-2018		FI	Agent	
	AMENDED ANNUAL REPORT	04-30-2018		FI	Agent	
	AMENDED ANNUAL REPORT	05-13-2017		FI		
	AMENDED ANNUAL REPORT	04-18-2016		FI	Agent	
	AMENDED ANNUAL REPORT	05-15-2015		FI	Agent	
	AMENDED ANNUAL REPORT	05-28-2014		FI		
	AMENDED ANNUAL REPORT	06-05-2013		FI		
	AMENDED ANNUAL REPORT	04-18-2012		FI		
	AMENDED ANNUAL REPORT	04-25-2011		FI		
	AMENDED ANNUAL REPORT	04-26-2010		FI		
	AMENDED ANNUAL REPORT	04-21-2009		FI		
	AMENDED ANNUAL REPORT	04-17-2008		FI		
	AMENDED ANNUAL REPORT	04-23-2007		FI		
	ANNUAL REPORT PAYMENT	05-02-2006		SYS		
	ANNUAL REPORT PAYMENT	04-26-2005		SYS		
	ANNUAL REPORT PAYMENT	04-27-2004		SYS		
	ANNUAL REPORT PAYMENT	04-22-2003		SYS		
	ANNUAL REPORT PAYMENT	04-30-2002		SYS		
	ANNUAL REPORT PAYMENT	04-24-2001		SYS		
	CHANGED RENEWAL	05-05-2000		FI		
	STRAIGHT RENEWAL	05-04-2000		FI		
	STRAIGHT RENEWAL	04-19-1999		FI		
	STRAIGHT RENEWAL	05-04-1998		FI		
	CHANGED RENEWAL	05-04-1998		FI		
	STRAIGHT RENEWAL	04-17-1997		FI		
	CHANGED RENEWAL	04-17-1997		FI		
	STRAIGHT RENEWAL	05-23-1996		FI		
	CHANGED RENEWAL	05-23-1996		FI		
	AGENT/AUTH REP CHNG	05-23-1996		FI		
	NB AMENDMENT	05-17-1995		FI		
	AMENDED RENEWAL	04-26-1995		FI		

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	AMENDED RENEWAL	06-09-1994		FI	
	AGENT/AUTH REP CHNG	06-09-1994		FI	
	AMENDED RENEWAL	04-27-1993		FI	
	AGENT/AUTH REP CHNG	04-27-1993		FI	
	AMENDED RENEWAL	05-26-1992		FI	
	AMENDED RENEWAL	05-02-1991		FI	
①	REINSTATEMENT	12-13-1990		FI	
	INVOL DISSOLUTION	08-01-1984		FI	
②	AGENT CHANGE	06-30-1980		FI	
③	AGENT CHANGE	01-25-1974		FI	
④	REINSTATE/REACTIVATE	01-25-1974		FI	
⑤	AGENT CHANGE	01-19-1960		FI	
⑥	NEW	05-25-1954		FI	

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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	11	14 S	13 E	33	SE	NE	200		0.82	Irrig	14	IL-1651

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.

Bonnie Burhart

Bonnie Burhart (Jan 11, 2023 17:18 PST)

Signature of Lessor

Date: Jan 11, 2023

Printed name (and title): Bonnie Burhart, Registered Agent Business name, if applicable: Six of Harts, LLC

Mailing Address (with state and zip): 21605 Paloma Drive Bend, OR 97701

Phone number (include area code): 530-356-7480 **E-mail address: bonnieburhart@gmail.com

Chad Burhart

Chad Burhart (Mar 14, 2023 14:59 PDT)

Signature of Lessor

Date: Mar 14, 2023

Printed name (and title): Chad Burhart, President Business name, if applicable: Six of Harts, LLC

Mailing Address (with state and zip): 21605 Paloma Drive Bend, OR 97701

Phone number (include area code): 530-356-7480 **E-mail address: wiredelectric63@gmail.com

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Business Name Search

[New Search](#)

[Printer Friendly](#)

Business Entity Data

03-29-2023
13:40

Registry Nbr	Entity Type	Entity Status	Jurisdiction	Registry Date	Next Renewal Date	Renewal Due?
1502277-92	DBC	ACT	OREGON	12-19-2018	12-19-2023	
Entity Name	SIX OF HARTS, INC.					
Foreign Name						

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Associated Names

Type	PPB	PRINCIPAL PLACE OF BUSINESS			Salem, OR	
Addr 1	21605 PALOMA DRIVE					
Addr 2						
CSZ	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	10-19-2020	Resign Date	
Name	BONNIE		BURHART				
Addr 1	21605 PALOMA DR						
Addr 2							
CSZ	BEND	OR	97701	Country	UNITED STATES OF AMERICA		

Type	MAL	MAILING ADDRESS				
Addr 1	21605 PALOMA DR					
Addr 2						
CSZ	BEND	OR	97701	Country	UNITED STATES OF AMERICA	

Type	PRE	PRESIDENT			Resign Date	
Name	CHAD	V	BURHART			
Addr 1	21605 PALOMA DRIVE					
Addr 2						
CSZ	BEND	OR	97701	Country	UNITED STATES OF AMERICA	

Type	SEC	SECRETARY			Resign Date	
Name	BONNIE		BURHART			
Addr 1	21605 PALOMA DRIVE					
Addr 2						








CSZ	BEND	OR	97701		Country	UNITED STATES OF AMERICA
Type	IDK	INDIVIDUAL WITH DIRECT KNOWLEDGE				
Name	CHAD	V	BURHART			
Addr 1	21605 PALOMA DRIVE					
Addr 2						
CSZ	BEND	OR	97701		Country	UNITED STATES OF AMERICA

[New Search](#) [Printer Friendly](#) **Name History**

Business Entity Name	Name Type	Name Status	Start Date	End Date
SIX OF HARTS, INC.	EN	CUR	12-19-2018	

Please [read before ordering Copies](#).

[New Search](#) [Printer Friendly](#) **Summary History**

Image Available	Action	Transaction Date	Effective Date	Status	Name/Agent Change	Dissolved By
	AMENDED ANNUAL REPORT	12-20-2022		FI		
	AMENDED ANNUAL REPORT	12-17-2021		FI		
	AMENDED ANNUAL REPORT	11-16-2020		FI		
	AMNDMT TO ANNUAL RPT/INFO STATEMENT	10-19-2020		FI	Agent	
	AMENDED ANNUAL REPORT	12-18-2019		FI		
	AMNDMT TO ANNUAL RPT/INFO STATEMENT	10-08-2019		FI		
	ARTICLES OF INCORPORATION	12-19-2018		FI	Agent	

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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

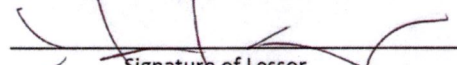
Irrigation District or other Water Purveyor Name: Central Oregon Irrigation District													
Specify Water Right, Priority Date, point of diversion(s) (POD), place of use, tax lot, gov't lot/DLC, acres to be leased, original use type, certificate page number, and any previous lease. If not enough 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.													
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94956	10/31/1900	12	16 S	12 E	11	NW	SW	401		0.65	Irrig	31	None

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: 3/9/23

Printed name (and title): Marci Wayman Business name, if applicable: Thomas R.P. Wayman, LLC
Mailing Address (with state and zip): 7930 SW 77th St Redmond, OR 97756
Phone number (include area code): _____ **E-mail address: Marci.Wayman@gmail.com

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**OPERATING AGREEMENT
OF
THOMAS R.P. WAYMAN, LLC,
an Oregon limited liability company**

This Operating Agreement ("Agreement") is made and entered into effective August 30, 2022 (the "Effective Date"), by and between **THOMAS R.P. WAYMAN, LLC**, an Oregon limited liability company (the "Company"), and **MARCI K. WAYMAN** (the "Member").

**ARTICLE 1
Formation**

1.1 Name. The name of the Company is: **THOMAS R.P. WAYMAN, LLC.**

1.2 Articles of Organization. Articles of Organization (the "Articles") forming the Company were filed with the Corporation Division of the Oregon Secretary of State on the Effective Date.

1.3 Duration. The Company's existence will be perpetual, unless earlier dissolved as provided in this operating agreement (this "Agreement").

1.4 Principal Place of Business. The principal office of the Company is initially at **7930 SW 77th St, Redmond, OR 97756.** The Company may relocate the principal office or establish additional offices from time to time.

1.5 Registered Office and Registered Agent. The Company's initial registered office is at **360 SW Bond St. Suite 400, Bend, Oregon 97702,** and the Company's initial registered agent at such address is **Jon J. Napier.**

1.6 Nature of Business. The Company may engage in any lawful business permitted by the Oregon Limited Liability Company Act (the "Act") or the laws of any jurisdiction within which the Company may do business. The Company will have the authority to do all things necessary and convenient to accomplish its purpose and operate its business.

1.7 Title to Property. All Company property will be owned by the Company as an entity and the Member will not have any ownership interest in such property in the Member's individual name or right, and the Member's interest in the Company will be personal property for all purposes. Except as otherwise provided in this Agreement, the Company shall hold all Company property in the name of the Company and not in the name of the Member.

1.8 Payments of Individual Obligations. The Company's credit and assets will be used solely for the benefit of the Company, and no asset of the Company may be transferred or encumbered for or in payment of any individual obligation of the Member unless otherwise provided for in this Agreement.

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ARTICLE 2
Member and Interest

2.1 Name and Address. The name and address of the Member of the Company, the Member's initial capital contribution, and the Member's initial percentage ownership interest in the Company are as follows:

<u>Name and Address</u>	<u>Contribution</u>	<u>Ownership Interest</u>
MARCI K. WAYMAN 7930 SW 77th St. Redmond, OR 97756	\$850,000 (cash)	100%

The Member's ownership interest of 100% will be modified or adjusted only on the admission of an additional member and as agreed to by the Member.

2.2 Other Business of Member. The Member may engage independently or with others in other business and investment ventures of every nature and description and will have no obligation to account to the Company for such business or investments or for business or investment opportunities; including, without limitation, investment in other real estate ventures, such as construction, sale, ownership, and rental of commercial and residential properties.

2.3 Additional Members. Additional members may not be admitted except on the consent of the Member.

2.4 Additional Contributions. Additional capital contributions will be accepted from the Member if and when made by the Member.

2.5 No Interest on Capital Contributions. No interest will be paid on any capital contribution.

2.6 Limitation of Liability. The Member's liability will be limited as set forth in this Agreement, the Act, and other applicable law. The Member will not be personally liable, merely as a member, for any debts or losses of the Company beyond the Member's capital contribution(s) except as otherwise provided by law.

ARTICLE 3
Member Meetings

3.1 Meetings. A meeting of the Member will be held if the Member or the manager signs, dates, and delivers to the Company's principal office a written demand for the meeting, describing the purpose or purposes for which it is to be held. Meetings of the Member will be held at the principal office of the Company or any other place specified in the notice of meeting.

3.2 Notice of Meeting. Notice of the date, time, and place of each member meeting must be given to the Member not earlier than 60 days nor less than 10 days before the meeting

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date. The notice must include a description of the purpose or purposes for which the meeting is called.

3.3 Proxies. The Member may be represented at a meeting in person or by written proxy.

3.4 Voting. On each matter requiring action by the Member, the Member will be entitled to vote the Member's ownership interest. Any jointly held interests must be voted as a unit. The Company will be entitled to rely on the representation of authority to vote by any person holding a jointly held interest unless the Company has agreed otherwise in writing. Any membership interests held in trusts, custodianships, or entities will be voted by their trustee(s), custodian(s), officer(s) or other authorized representative(s) as the case may be. Except as otherwise stated in the Articles, this Agreement, or applicable law, a matter submitted to a vote of the Member will be deemed approved if the Member votes in favor of the matter.

ARTICLE 4

Actions Without Notice, Without Meeting, or by Telephone

4.1 Action Without Notice. Notwithstanding any other provision of this Agreement, if the Member holds a meeting at any time and place, such meeting will be valid without call or notice, and any lawful action taken at such meeting will be the action of the Member.

4.2 Action Without Meeting. Any action required or permitted to be taken by the Member at a meeting may be taken without a meeting if a consent in writing, describing the action taken, is signed by the Member and is included in the minutes or filed with the Company's records of meetings.

4.3 Meetings by Telephone. Meetings of the Member may be held by conference telephone or by any other means of communication by which all participants can hear each other simultaneously during the meeting, and such participation will constitute presence in person at the meeting.

4.4 Member Representation. Any membership interest of the Company which is held in a trust, a custodianship, or an entity will be represented by its trustee, custodian, or officer as the case may be. Notice to or attendance by any such trustee, custodian, or officer will be considered notice to or attendance by the Member for purposes of this Agreement.

ARTICLE 5

Management

5.1 Number and Qualifications of Manager. The Company will be managed by one manager. The manager need not be a member of the Company.

5.2 Election of the Manager. The initial manager of the Company will be **MARCI K. WAYMAN**. Thereafter, the manager will be elected at meetings of the member called for the purpose of electing the manager. The meeting notice must state that the purpose, or one of the

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purposes, of the meeting is election of the manager. The manager shall serve for a term ending when the member next holds a meeting at which the manager is elected, or until the manager's earlier death, resignation, or removal.

5.3 Authority. Subject to restrictions that may be imposed from time to time by this Agreement, the Articles, the Act or the member, the manager will be an agent of the Company with full authority to bind the Company in the ordinary course of its business. In addition to any other applicable restrictions, the manager will have no authority, however, to bind the Company as to the following matters without first obtaining approval from the member:

- (a) Merger of the Company with another entity;
- (b) Amendment to the articles of organization;
- (c) Dissolution of the company; or
- (d) A change in the nature of the business of the Company.

5.4 Other Activities. The manager may have other business interests and may engage in other activities in addition to those relating to the Company. This Section does not change the manager's duty to act in a manner that the manager reasonably believes to be in the best interests of the Company.

5.5 Resignation. The manager may resign at any time by delivering written notice to the member. The resignation is effective when received by the member, unless the notice specifies a later effective date. Once delivered, a notice of resignation is irrevocable unless revocation is permitted by the member.

5.6 Removal of Manager by Member. The member may remove the manager with or without cause. The manager may be removed by the member only at a meeting called for the purpose of removing the manager and the meeting notice must state that the purpose, or one of the purposes, of the meeting is removal of the manager.

5.7 Vacancy. If a vacancy occurs in the position of manager, the member shall fill the vacancy as soon as is reasonably practicable.

5.8 Salaries. The salary and other compensation of the manager, if any, will be fixed from time to time by the member. The manager will not be precluded from receiving a salary because the manager is also a member.

ARTICLE 6 Accounting and Records

6.1 Books of Account. The Company's books and records, a register showing the name, address, and ownership interest of the Member, and this Agreement will be maintained by

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the manager. The Member will have access thereto at all reasonable times. The manager shall keep books and records of the operation of the Company which are appropriate and adequate for the Company's business and for the carrying out of this Agreement.

6.2 Fiscal Year. The Company's fiscal year will be the calendar year.

6.3 Accounting Reports. Within 90 days after the close of each fiscal year, the manager shall cause the Member to receive an unaudited report of the activities of the Company for the preceding fiscal year, including a copy of a balance sheet of the Company as of the end of such year and a statement of income or loss for such year.

6.4 Tax Returns. The manager shall cause all required federal and state income tax returns relating to the Company (or the member's interest therein) to be prepared and timely filed with the appropriate authorities. Within 90 days after the end of each fiscal year, the Member will be furnished a statement suitable for use in the preparation of the Member's income tax return, showing the amounts of any distributions, contributions, gains, losses, profits, or credits allocated to the Member during such fiscal year.

ARTICLE 7

Allocations and Distributions

7.1 Allocations of Income and Loss for Tax Purposes. All items of income, gain, loss, deduction, and credit will be allocated to the Member.

7.2 Distributions. The timing and the amount of any distributions will be determined from time to time by the Member. The Company's obligation to make such a distribution is subject to the restrictions governing distributions under the Act.

ARTICLE 8

Dissolution and Transfers of Interest

8.1 Withdrawal and Transfer. The Member will have the right to withdraw from the Company on written notice to the Company. Further, the Member will have the right to transfer all or any portion of the Member's interest in the Company on written notice to the Company.

8.2 Events of Dissolution. Except as otherwise provided in this Agreement, the Company will dissolve on the earlier of: (i) the time, if any, for dissolution specified in the Articles; (ii) approval of dissolution by a vote of the Member; or (iii) as otherwise provided in ORS 63.621.

8.3 Liquidation on Dissolution and Winding Up. Subject to the provisions set forth in this Agreement, on the occurrence of any event causing the dissolution of the Company, the manager shall wind up the Company's affairs. In such event, the Company will continue solely for the purposes of winding up its affairs in an orderly manner, liquidating its assets, and satisfying the claims of its creditors and the Member, and neither the manager nor the Member may take any action that is inconsistent with, or not necessary to or appropriate for, the winding

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up of the Company's business and affairs. To the extent not inconsistent with the foregoing, all obligations in this Agreement will continue in full force and effect until such time as the Company's assets have been distributed as set forth in this Article 8. The manager shall be responsible for overseeing the winding up and dissolution of the Company, shall take full account of the Company's liabilities and assets, shall cause the Company property to be liquidated as promptly as is consistent with obtaining the fair value thereof, and shall cause the proceeds therefrom, to the extent sufficient therefor, to be applied and distributed in the following order:

- (a) First, to the payment and discharge of all of the Company's debts and liabilities to creditors, including the Member;
- (b) The balance, if any, to the Member.

The manager will receive no additional compensation for any services performed pursuant to this Article 8.

ARTICLE 9 **Indemnification**

The Company shall indemnify the manager and the member to the fullest extent permissible under Oregon law, as the same exists or may hereafter be amended, against all liability, loss and costs (including, without limitation, attorney fees) incurred or suffered by such person by reason of or arising from the fact that such person is or was the member or a manager, as applicable, of the Company, or is or was serving at the request of the Company as a manager, director, officer, partner, trustee, employee, or agent of another foreign or domestic limited liability company, corporation, partnership, joint venture, trust, benefit plan, or other enterprise. The Company may, by action of the member or the manager, provide indemnification to employees and agents of the Company who are not members or managers but to whom responsibility is delegated by the member or the manager. The indemnification provided in this section will not be exclusive of any other rights to which any person may be entitled under any statute, bylaw, agreement, resolution of the member or the manager, contract, or otherwise.

The debts, obligations, and liabilities of the Company, whether arising in contract, tort, or otherwise, are solely the debts, obligations and liabilities of the Company. Neither the Member, nor any other member or any manager of the Company is personally liable for any debt, obligation, or liability of the Company solely by reason of being or acting as a member or manager.

ARTICLE 10 **Amendments**

The Member may amend or repeal the provisions of this Agreement in writing or by action taken at a meeting of the Member called for that purpose. Any such amendment will be binding on the Member and the Company, regardless of whether the Company agreed to the

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amendment. This Agreement may not be amended or repealed by the Company or any manager, or by any oral agreement.

ARTICLE 11
Miscellaneous

11.1 Additional Documents. The parties shall execute such additional documents and take such actions as are reasonably necessary to complete or confirm the transactions contemplated by this Agreement.

11.2 Governing Law. This Agreement is governed by the laws of the State of Oregon, the state in which this Agreement is deemed to have been executed and delivered, without giving effect to any conflict of law principle that would result in the laws of any other jurisdiction governing this Agreement.

11.3 Severability. If a provision of this Agreement is determined to be unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of this Agreement will not be impaired.

11.4 Binding Effect. This Agreement will be binding on the parties and their respective heirs, personal representatives, successors, and permitted assigns, and will inure to their benefit.

11.5 Designation of Beneficiary. Pursuant to the provisions of ORS 59.535 (Uniform TOD Security Registration Act), the Member will have the right to designate a beneficiary of the Member's membership interest in the Company in the event of the Member's death. The form of the beneficiary designation and the procedure for filing the beneficiary designation will be determined by the Company.

11.6 Waiver. No waiver will be binding on a party unless it is in writing and signed by the party making the waiver. A party's waiver of a breach of a provision of this Agreement will not be a waiver of any other provision or a waiver of a subsequent breach of the same provision.

11.7 Attachments. Any exhibits, schedules, and other attachments referenced in this Agreement are part of this Agreement.

11.8 Venue. Any action, suit, or proceeding arising out of the subject matter of this Agreement will be litigated in courts located in Deschutes County, Oregon. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Deschutes County, Oregon. For purpose of this Agreement, the United States District Court for the District of Oregon, Eugene Division is deemed located in Deschutes County, Oregon.

11.9 Third-Party Beneficiaries. The provisions of this Agreement are intended solely for the benefit of the parties to this Agreement and create no rights or obligations enforceable by any third party, including creditors of the Company, except as otherwise provided by applicable law.

11.10 Attorney's Fees. If any arbitration, action, suit, or proceeding is instituted to interpret, enforce, or rescind this Agreement, or otherwise in connection with the subject matter of this Agreement, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's reasonable attorney's fees and other fees, costs, and expenses of every kind incurred in connection with the arbitration, action, suit, or proceeding, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court.

11.11 Construction. The language in all parts of this Agreement will in all cases be construed according to its fair meaning and not strictly for or against any of the parties to this Agreement. Without limitation, there will be no presumption against any party on the ground that such party was responsible for drafting this Agreement or any part of it. For purposes of this Agreement, the term "person" means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision, or any other type of entity. The singular includes the plural and the plural includes the singular. The words "include," "includes," and "including" are not limiting. The headings contained in this Agreement are for convenience of reference only and do not define, limit, or enlarge the scope or meaning of the provisions of this Agreement.

11.12 Signatures. Electronic signatures and copies of signatures by electronic scan, facsimile, or otherwise will be treated as original signatures.

IN WITNESS WHEREOF, this Agreement is adopted effective as of the Effective Date.

"Company"

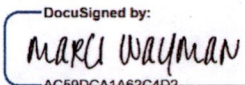
"Member"

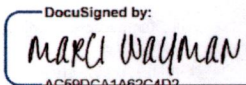
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THOMAS R.P. WAYMAN, LLC

By: 
AC59DGA1A62C4D2...
Marci K. Wayman, Manager


AC59DGA1A62C4D2...
MARCI K. WAYMAN

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

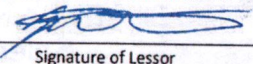
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Table 1

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


Signature of Lessor

Date: 3-7-2023

Printed name (and title): Steve Niemi, Owner Business name, if applicable: Tradesland 3 LLC

Mailing Address (with state and zip): PO BOX 128 Battleground, WA 98604

Phone number (include area code): 360-666-1199

**E-mail address: steve@tradesmenelectric.com



Secretary of State
Corporation Division
255 Capitol Street NE, Suite 151
Salem, OR 97310-1327

Phone: (503) 986-2200
FAX: (503) 378-4381
sos.oregon.gov/business

REGISTRY NUMBER: 207828997
TYPE: DOMESTIC LIMITED LIABILITY COMPANY

Next Renewal Date: 2/9/2024

TRADESLAND 3, LLC
PO BOX 128
BATTLE GROUND WA 98604

Acknowledgment Letter

The document you submitted was recorded as shown below. Please review and verify the information listed for accuracy.

DOCUMENT
ARTICLES OF ORGANIZATION

FILED ON
2/9/2023

STATUS
ACTIVE

NAME
TRADESLAND 3, LLC

JURISDICTION
OREGON

PRINCIPAL PLACE OF BUSINESS
1121 SE 22ND STREET
BATTLE GROUND, WA 98604

REGISTERED AGENT
UNISEARCH, INC.
698 12TH ST SE
SUITE 200
SALEM, OR 97301

MAILING ADDRESS
PO BOX 128
BATTLE GROUND, WA 98604

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Salem, OR

JONWAT
ACK - NEWORG
02/09/2023



207828997-24434220

TRADESLAND 3, LLC

NEWORG

ARTICLES OF ORGANIZATION
OF
TRADESLAND 3, LLC

2078289-47

The undersigned, acting as the organizer of an Oregon limited liability company under the provisions of Title 7, Chapter 63, Oregon Revised Statutes, adopts the following Articles of Organization:

ARTICLE 1
Name

The name of the Company shall be TRADESLAND 3, LLC (the "Company").

ARTICLE 2
Duration

The Company's existence is perpetual.

ARTICLE 3
Principal Office

The principal office address of the Company is:

1121 SE 22nd Street
Battle Ground, Washington 98604

ARTICLE 4
**Address of Initial Registered Office
and Name of Initial Registered Agent**

4.1 Registered Office. The publicly available street address of the initial registered office of the Company is:

698 12th St. SE, Suite 200
Salem, Oregon 97301

4.2 Registered Agent. The name of the initial registered agent of the Company, whose business office is at the above address, is: UNISEARCH, INC.

ARTICLE 5
Address for Mailing Address

The address where the Oregon Corporation Division may mail notices is:

P.O. Box 128
Battle Ground, Washington 98604

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**ARTICLE 6
Management**

Management of the Company will be vested in its manager(s).

**ARTICLE 7
Data Respecting Organizer**

The name and address of the organizer of the Company is:

STEVE NIEMI
P.O. Box 128
Battle Ground, Washington 98604

**ARTICLE 8
Individual with Direct Knowledge**

The name and address of an individual with direct knowledge of the Company's operations and business activities is:

STEVE NIEMI
P.O. Box 128
Battle Ground, Washington 98604

EXECUTED this 3rd day of February 2023.

I declare, under penalty of perjury, that this document does not fraudulently conceal, fraudulently obscure, fraudulently alter or otherwise misrepresent the identity of the person or any members, managers, employees or agents of the limited liability company. This filing has been examined by me and is, to the best of my knowledge and belief, true, correct, and complete. Making false statements in this document is against the law and may be penalized by fines, imprisonment, or both.

Steven Niemi

STEVE NIEMI, Organizer

Person to contact regarding this filing:

Marshall K. Stagg
(360) 696-3312

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OPERATING AGREEMENT
OF
TRADESLAND 3, LLC

Salem, OR

This Operating Agreement (“**Agreement**”) is dated effective February 9, 2023 (the “**Effective Date**”), between TRADESLAND 3, LLC, an Oregon limited liability company (the “**Company**”), and STEVE NIEMI (the “**Member**”).

SECTION 1 DEFINITIONS

“**Act**” means the Oregon Limited Liability Company Act, as amended from time to time.

“**Articles of Organization**” means the Articles of Organization of the Company filed with the Oregon Secretary of State on February 9, 2023, as amended or restated from time to time.

“**Majority of Managers**” means: (a) the Manager, if the Company has one Manager; and (b) a majority of the Managers, if the Company has more than one Manager.

“**Manager**” means a person, who need not be a member, designated by Member to manage the Company’s business and affairs.

“**Units**” means units that evidence an ownership interest in the Company.

SECTION 2 COMPANY

2.1 Company Information. Schedule 2.1 sets forth the following Company information: (a) the number of Units owned by Member; (b) Member’s contribution to the Company, together with the date and value of the contribution; (c) the name of each Manager; and (d) the address of the Company, Member, and each Manager. The Company will promptly amend and restate Schedule 2.1 to account for any changes in the information set forth on Schedule 2.1 resulting from matters that occur in accordance with the Act, the Articles of Organization, and this Agreement. Upon an amendment, the Company will promptly deliver to Member a copy of the amended and restated Schedule 2.1.

2.2 Approval of Acts of Organizer. The Company and Member approve, ratify, and confirm all acts previously taken by the organizer of the Company in connection with filing the Articles of Organization, provided the acts were not inconsistent with the Act or any other applicable law.

2.3 Purposes. The Company may conduct or promote any lawful business.

2.4 General Powers. Subject to the Act, the Company may have and exercise all powers and do every other act not inconsistent with law, which is necessary or convenient to promote and effect any and all of the purposes for which the Company is organized.

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2.5 Single-Member Limited Liability Company. The Company is a single-member limited liability company and therefore is a disregarded entity for federal income tax purposes.

SECTION 3 CONTRIBUTIONS

3.1 Contributions. The contributions of Member to the Company may consist of cash, property, services rendered, or a promissory note or other obligation to contribute cash or to perform services.

3.2 Liability for Contributions. A promise by Member to contribute to the Company is not enforceable unless it is set out in writing and signed by Member. The obligation of Member to make a contribution may be compromised only by consent of Member.

3.3 Member Contributions. Member will, on or before the date of Member's contribution set forth on Schedule 2.1, contribute to the Company the contribution of Member set forth on Schedule 2.1; and deliver to the Company such deeds, bills of sale, certificates of title, assignments, and other documents that the Company may reasonably request for the contribution, in form and substance reasonably satisfactory to the Company.

3.4 Additional Contributions. Member is not required to make any additional contributions to the Company.

3.5 No Interest on Contributions. Member will not be paid any interest on any contribution.

3.6 Return of Contributions. Except as otherwise provided in this Agreement, Member will not have the right to receive any return of any contribution.

SECTION 4 MANAGEMENT AND MANAGEMENT RIGHTS OF MEMBER

4.1 Management. The Company is a manager-managed limited liability company. As of the Effective Date, the sole Manager of the Company is STEVE NIEMI.

4.2 Rights of Managers. Except as otherwise provided in this Agreement, any matter relating to the business of the Company will be exclusively decided by a Majority of Managers.

4.3 Designation and Removal. A Manager:

(a) must be designated, appointed, elected, removed, or replaced by a vote, approval, or consent of Member;

(b) need not be a member; and

(c) holds office until a successor has been elected and qualified, unless the Manager sooner resigns or is removed.

4.4 Matters Requiring Consent of Member. The following matters of the Company require the consent of Member:

- (a) the amendment of the Articles of Organization;
- (b) the amendment of this Agreement;
- (c) the compromise of an obligation to make a contribution under Section 3.2 or to return money or other property paid or distributed in violation of any provision of the Act;
- (d) the consent to dissolve the Company under Section 8.18.1(b);
- (e) the making of interim distributions under Section 6.2;
- (f) the issuance or redemption of Units;
- (g) the admission of a new member;
- (h) the sale, lease, exchange, mortgage, pledge, or transfer or disposition of all, or substantially all, of the Company's property;
- (i) the merger of the Company with any other entity;
- (j) the conversion of the Company into any other type of entity;
- (k) the incurring of indebtedness by the Company other than in the ordinary course of the business of the Company;
- (l) subject to Section 4.8(c), a transaction involving an actual or a potential conflict of interest between Member or a Manager and the Company;
- (m) a change in the nature of the Company's business; and
- (n) any other matter specified in the Articles of Organization or this Agreement as requiring Member approval.

4.5 Action by Member without a Meeting. Action required or permitted to be taken by Member may be taken without a meeting. The action taken must be evidenced by one or more written consents describing the action taken, signed by Member, and delivered to the Company for inclusion in the minutes or filing with the Company records.

4.6 Action by Managers without a Meeting.

- (a) Action required or permitted to be taken by the Managers may be taken without a meeting if the action is taken by not less than the minimum number of Managers that would be necessary to take such action at a meeting at which all Managers entitled to vote on the

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action were present and voted. The action must be evidenced by one or more written consents describing the action taken, signed by those Managers taking action, and included in the minutes or filed with the Company records reflecting the action taken.

(b) Action taken under this Section 4.6 is effective when the consent bearing sufficient signatures is delivered to the Company, unless the consent specifies an earlier or later effective date.

(c) A consent signed under this Section 4.6 has the effect of a meeting vote and may be described as such in any document.

(d) If action is taken as provided in Section 4.6(a) the Company must give written notice of the action promptly after the action is taken to Managers who did not consent in writing under Section 4.6(a).

4.7 Agency Power. Each Manager is an agent of the Company for the purpose of its business. Subject to Section 4.4, any Manager may sign and deliver any instrument in the Company's name, including but not limited to any instrument transferring or affecting the Company's interest in real property.

4.8 Duties and Standard of Conduct.

(a) A Manager does not violate a duty or obligation under the Act or under this Agreement merely because the Manager's conduct furthers the Manager's own interest.

(b) A Manager may lend money to or transact other business with the Company, provided that any loan or transaction between the Manager and the Company must be authorized or ratified by Member after full disclosure of all material facts.

(c) Loans and other transactions between the Company and a Manager are binding on the parties in the same manner as transactions between the Company and persons who are not Managers, subject to other applicable law.

(d) Member owes no duties to the Company solely by reason of being a member.

4.9 Indemnification and Limitation of Liability.

(a) Except as otherwise provided in Section 4.9(b), the Company will:

(1) indemnify any person for acts or omissions as a member or Manager; and

(2) eliminate the liability of a member or Manager to the Company or Member for damages from such acts or omissions.

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(b) The Company may not indemnify a person for acts or omissions as a member or Manager or eliminate the liability of a member or Manager for:

- (1) any breach of the Manager's duty of loyalty to the Company or Member;
- (2) acts or omissions not in good faith which involve intentional misconduct or a knowing violation of law;
- (3) any unlawful distribution under ORS 63.235; or
- (4) any transaction from which the member or Manager derives an improper personal benefit.

4.10 Liability of Member and Managers. The debts, obligations, and liabilities of the Company, whether arising in contract, tort, or otherwise, are solely the debts, obligations, and liabilities of the Company. Neither Member nor a Manager is personally liable for a debt, obligation, or liability of the Company solely by reason of being or acting as a member or Manager.

SECTION 5 ALLOCATION OF PROFITS AND LOSSES

5.1 Allocation of Profits and Losses. The profits and losses of the Company will be allocated to Member.

5.2 Distributions in Kind. The profits or losses of the Company attributable to any asset in kind that is distributed to Member will be determined as if the asset had been sold at its fair market value before the dissolution and winding up of the Company.

SECTION 6 DISTRIBUTIONS

6.1 Allocation of Interim Distributions. Distributions of cash or other assets of the Company before the dissolution and winding up of the Company will be allocated to Member.

6.2 Right to Interim Distributions. Except as provided in ORS 63.205 to ORS 63.235, Member is entitled to receive distributions from the Company before the dissolution and winding up of the Company to the extent and at the times as Member may determine.

6.3 Distribution in Kind. Member, regardless of the nature of Member's contribution, has no right to demand and receive any distribution from the Company in any form other than cash.

6.4 Limitations on Distribution.

(a) A distribution may be made by the Company to Member only if, after giving effect to the distribution, in the judgment of the Managers:

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(1) the Company would be able to pay its debts as they become due in the ordinary course of business; and

(2) the fair value of the total assets of the Company would at least equal the sum of its total liabilities.

(b) The Managers may base a determination that a distribution is not prohibited under Section 6.4(a) either on:

(1) financial statements that the Managers reasonably believe have been prepared on the basis of accounting practices and principles that are reasonable in the circumstances; or

(2) a fair valuation or other method that the Managers reasonably believe is reasonable in the circumstances.

(c) For purposes of this Section 6.4, the amount, if any, by which a liability as to which the recourse of creditors is limited to specific property of the Company exceeds the fair value of the specific property will be disregarded as a liability of the Company.

(d) The effect of a distribution under Section 6.4(a) is measured for purposes of this Section 6.4:

(1) in the case of a distribution by purchase, retirement, or other acquisition of all or a portion of Member's Units, as of the earlier of the date the money or other property is transferred or debt incurred by the Company or the date Member ceases to be a member with respect to the Units purchased, retired, or otherwise acquired;

(2) in the case of any other distribution of indebtedness, as of the date the indebtedness is distributed; and

(3) in all other cases, as of the date a distribution is authorized if the payment occurs within 120 days after the date of authorization or the date the payment is made if it occurs more than 120 days after the date of authorization.

SECTION 7 ACCOUNTING, RECORDS, BANKING, AND TAXES

7.1 Company Records. The Company will keep at its principal office or registered office the following:

(a) a current list of the full name and last-known business, residence, or mailing address of Member and each Manager, both past and present;

(b) a copy of the Articles of Organization and all amendments to the Articles of Organization, together with executed copies of any powers of attorney pursuant to which any amendment has been executed;

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(c) copies of the Company's federal, state and local income tax returns and reports, if any, for the three most recent years; and

(d) a copy of this Agreement and all amendments to this Agreement, copies of any writings permitted or required under the Act, and copies of any financial statements of the Company for the three most recent years.

7.2 Books of Account. The Company will keep complete and accurate books of account and records in a manner sufficient to effect and carry out this Agreement. The books of account and records will be kept in accordance with sound accounting practices consistently applied.

7.3 Bank Accounts. All Company funds will be deposited in one or more bank accounts in the Company's name. The Managers will determine the banks, the types of accounts, and the individuals who have authority with respect to the accounts. Company funds will not be commingled with the funds of Member or any Manager.

7.4 Tax Returns. Within 90 days after the end of a taxable year, the Company will deliver to Member: (a) any financial statements of the Company for the taxable year; (b) a statement showing the share of Company income, gain, loss, credit, and deduction for income tax purposes allocated to Member for the taxable year; and (c) any other information concerning the Company that Member may require to complete Member's federal, state, and local income tax returns.

7.5 Reporting. Member will report Member's share of Company income, gain, loss, credit, and deduction for income tax purposes in a manner consistent with this Agreement.

SECTION 8 DISSOLUTION

8.1 Dissolution. The Company will be dissolved and its affairs will be wound up upon the first to occur of the following:

- (a) upon reaching the time for dissolution, if any, specified in the Articles of Organization;
- (b) by the consent of Member;
- (c) at such time as the Company has no members;
- (d) upon administrative dissolution by the Secretary of State under ORS 63.651, but only after the five-year period for reinstatement in ORS 63.654(1) expires; and
- (e) upon entry of a decree of judicial dissolution under ORS 63.671.

8.2 Distribution of Assets upon Dissolution. Upon the winding up of the Company, the assets of the Company will be distributed and applied in the following priority:

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(a) to the extent permitted by law, to creditors, including Member if Member is a creditor, in satisfaction of liabilities of the Company; and

(b) to the establishment of any reserves which Member deems appropriate for any contingent, conditional, unmatured, or unknown liabilities of the Company; and

(c) to Member.

8.3 Effect of Dissolution; Winding Up. Upon dissolution, the Company continues its existence, but may not carry on any business except that which is appropriate to wind up and liquidate its business and affairs, including: collecting its assets; disposing of its properties that will not be distributed in kind to Member; discharging or making provision for discharging its liabilities; distributing the Company's remaining property to Member in accordance with Section 6.2; and doing every other act necessary to wind up and liquidate the Company's affairs. The Managers may wind up the Company's affairs.

SECTION 9 GENERAL

9.1 Binding Effect. This Agreement will be binding on the parties and their respective heirs, personal representatives, successors, and permitted assigns, and will inure to their benefit.

9.2 Waiver. No waiver will be binding on a party unless it is in writing and signed by the party making the waiver. A party's waiver of a breach of a provision of this Agreement will not be a waiver of any other provision or a waiver of a subsequent breach of the same provision.

9.3 Severability. If a provision of this Agreement is determined to be unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of this Agreement will not be impaired.

9.4 Further Assurances. The parties will sign other documents and take other actions reasonably necessary to further effect and evidence this Agreement.

9.5 No Third-Party Beneficiaries. The parties do not intend to confer any right or remedy on any third party.

9.6 Attachments. Any exhibits, schedules, and other attachments referenced in this Agreement are part of this Agreement.

9.7 Remedies. The parties will have all remedies available to them at law or in equity. All available remedies are cumulative and may be exercised singularly or concurrently.

9.8 Governing Law. This Agreement is governed by the laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Agreement.

9.9 Venue. Any action, suit, or proceeding arising out of the subject matter of this Agreement will be litigated in courts located in Deschutes County, Oregon. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Dechutes County, Oregon.

9.10 Attorney's Fees. If any arbitration, action, suit, or proceeding is instituted to interpret, enforce, or rescind this Agreement, or otherwise in connection with the subject matter of this Agreement, including but not limited to any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's reasonable attorney's fees and other fees, costs, and expenses of every kind, including but not limited to the costs and disbursements specified in ORCP 68 A(2), incurred in connection with the arbitration, action, suit, or proceeding, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court.

9.11 Entire Agreement. Except for the Articles of Organization, this Agreement contains the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement.

9.12 SINGLE MEMBER AGREEMENT. THE PARTIES UNDERSTAND THAT CERTAIN PROVISIONS OF THIS AGREEMENT CONTEMPLATE THE COMPANY IS A SINGLE MEMBER LIMITED LIABILITY COMPANY. IF FOR ANY REASON THE COMPANY HAS ADDITIONAL MEMBERS AFTER THE DATE OF THIS AGREEMENT, MODIFICATIONS TO THIS AGREEMENT WILL BE NECESSARY. ACCORDINGLY, IN SUCH EVENT, THE PARTIES AGREE TO NEGOTIATE TO AMEND THIS AGREEMENT.

Dated effective as of the Effective Date.

COMPANY:

TRADESLAND 3, LLC,
an Oregon limited liability company

By: 

Steve Niemi, Manager

MEMBER:


STEVE NIEMI

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SCHEDULE 2.1
Company Information as of the Effective Date.

Member	Units	Contribution	Contribution Date
STEVE NIEMI	1,000	All of the Buyer's rights and interest in and to that Residential Real Estate Sale Agreement for the purchase of property located at 6268 W Highway 126, Redmond, Oregon, 97754, more particularly described in <u>Exhibit A</u> .	On or before January 31, 2023

Manager: Steve Niemi

Addresses:

Company:

TRADESLAND 3, LLC
Attn: Steve Niemi, Manager
PO Box 128
Battle Ground, WA 98604

Manager:

Steve Niemi
PO Box 128
Battle Ground, WA 98604

Member:

Steve Niemi
PO Box 128
Battle Ground, WA 98604

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EXHIBIT A

LEGAL DESCRIPTION

Situs Address: 6268 W Hwy 126, Redmond, OR 97756
Map and Taxlot #: 1512130000700 / Account #: 129075

The Southeast Quarter of the Northwest Quarter (SE1/4 NW1/4) of Section Thirteen (13), Township Fifteen (15) South, Range Twelve (12) East of the Willamette Meridian, Deschutes County, Oregon;

EXCEPT that portion conveyed to the State of Oregon by deed recorded August 29, 1963, in Book 136, Page 271, Deed Records, for highway purposes.

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EXHIBIT A - 1

TRAL07-000001 - 6058175v3

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OREGON SECRETARY OF STATE

Corporation Division

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uniform commercial code uniform commercial code search documents & data services

Business Name Search

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Business Entity Data

03-29-2023

13:44

Registry Nbr	Entity Type	Entity Status	Jurisdiction	Registry Date	Next Renewal Date	Renewal Due?
2078289-97	DLLC	ACT	OREGON	02-09-2023	02-09-2024	
Entity Name	TRADESLAND 3, LLC					
Foreign Name						

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Associated Names

Type	PPB	PRINCIPAL PLACE OF BUSINESS					
Addr 1	1121 SE 22ND STREET						
Addr 2							
CSZ	BATTLE GROUND	WA	98604		Country	UNITED STATES OF AMERICA	

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

Type	AGT	REGISTERED AGENT	Start Date	02-09-2023	Resign Date	
Of Record	261390-89	UNISEARCH, INC.				
Addr 1	698 12TH ST SE					
Addr 2	SUITE 200					
CSZ	SALEM	OR	97301		Country	UNITED STATES OF AMERICA

Type	MAL	MAILING ADDRESS					
Addr 1	PO BOX 128						
Addr 2							
CSZ	BATTLE GROUND	WA	98604		Country	UNITED STATES OF AMERICA	


Type	IDK	INDIVIDUAL WITH DIRECT KNOWLEDGE					
Name	STEVE		NIEMI				
Addr 1	PO BOX 128						
Addr 2							
CSZ	BATTLE GROUND	WA	98604		Country	UNITED STATES OF AMERICA	

[New Search](#) [Printer Friendly](#) **Name History**

Business Entity Name	Name Type	Name Status	Start Date	End Date
TRADESLAND 3, LLC	EN	CUR	02-09-2023	

Please [read](#) before ordering [Copies](#).

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Image Available	Action	Transaction Date	Effective Date	Status	Name/Agent Change	Dissolved By
	ARTICLES OF ORGANIZATION	02-09-2023		FI	Agent	

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

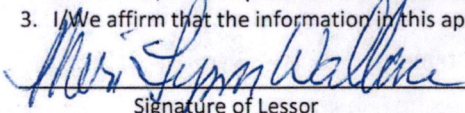
**Complete Table 1 Identify water right(s) proposed to be leased instream
Provide a separate Part 3 for each Lessor (water right interest holder/landowner)**

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	11	16 S	12 E	12	NW NE	200		8.8	IR	31	IL-1382, IL-1648, IL-1803, IL-1913
Any additional information about the right: _____												
Farm Deferral Tax Status: Counties make the determination of whether a property qualifies for the farm use assessment without consideration of whether the lands have an associated water right which is leased instream. If you have questions regarding the farm use assessment you should contact your local county assessor. You should contact your County for any weed ordinance and management requirements.												

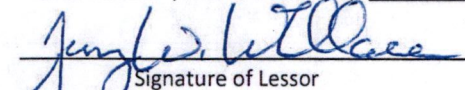
The undersigned declare:

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


 Signature of Lessor

Date: 3/14/23

Printed name (and title): Meri-Lynn Wallace Business name, if applicable: _____
 Mailing Address (with state and zip): 5272 SW Quarry Ave Redmond, OR 97756
 Phone number (include area code): 541-233-8753 **E-mail address: meri@lzyw.net


 Signature of Lessor

Date: 03/14/23

Printed name (and title): Jerry Wallace Business name, if applicable: _____
 Mailing Address (with state and zip): 5272 SW Quarry Ave Redmond, OR 97756
 Phone number (include area code): 541-233-8652

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

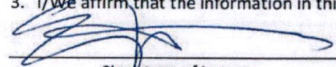
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Provide a separate Part 3 for each Lessor (water right interest holder/landowner)**

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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	12 E	13	SE	SW	1802		0.75	IR	18	NONE		
94956	10/31/1900	11	15 S	12 E	13	SW	SW	1802		5.8	IR	18	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.

 Date: 3/14/23
Signature of Lessor

Printed name (and title): Erin Warren Business name, if applicable: _____
Mailing Address (with state and zip): 15031 S. Mitchell Lane Oregon City, OR 97045
Phone number (include area code): 503-319-0490 **E-mail address: erin@erinwarren.com

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**DESCHUTES COUNTY ASSESSOR
REAL PROPERTY ACCOUNT NAMES**

Account # 191816
Map 15121300 01802
Owner WARREN, ERIN E
15031 S MITCHELL LN
OREGON CITY OR 97045

Name Type	Name	Ownership Type	Own Pct
OWNER	WARREN, ERIN E	OWNER	100.00

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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)**

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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	16 S	14 E	28	SE SE	107		0.20	IR	35	IL-1734, IL-1654, IL-1605, IL-1518, IL-1467	
94956	10/31/1900	1	16 S	14 E	27	SW SW	100		0.25	IR	34	IL-1734, IL-1654, IL-1605, IL-1518, IL-1467	
Any additional information about the right: polygon adj. 3/23/23 													
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.

Matt Trevenen
Matt Trevenen (Mar 23, 2023 14:08 EDT)

Signature of Lessor

Date: Mar 23, 2023

Printed name (and title): Matthew Trevenen, Executive Vice President

Business name, if applicable: FNF NV Brasada, LLC

Mailing Address (with state and zip): 15 River Rd Ste 15B Wilton, CT 06897

Phone number (include area code): 203-654-7004 **E-mail address: mtrevenen@nvhg.com

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FNF NV BRASADA, LLC
an Oregon limited liability company

MAR 30 2023

UNANIMOUS WRITTEN CONSENT OF MANAGERS

Salem, OR

December 22, 2022

The undersigned, being all of the managers of FNF NV Brasada, LLC, an Oregon limited liability company (the "Company"), hereby consent to and adopt the following resolutions by unanimous written consent pursuant to the Limited Liability Company Operating Agreement of the Company:

Appointment of Officers

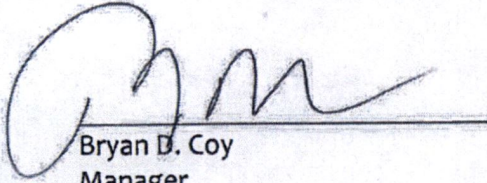
RESOLVED FURTHER, that the following named persons are appointed to the offices set forth opposite their respective names, effective as of the date hereof, to serve until their resignation, removal or replacement, whichever first occurs:

David W. Ducommun	Co-President
Mark Mance	Co-President and Chief Operating Officer
Matthew Trevenen	Executive Vice President, Operations
Simon Hallgarten	Executive Vice President
Bryan D. Coy	Chief Financial Officer
Marjorie Nemzura	Corporate Secretary
Adrienne C. Burke	Assistant Vice President and Tax Manager

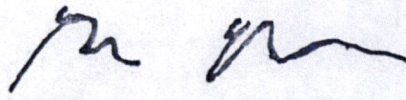
RESOLVED FURTHER, that David W. Ducommun, Co-President, is hereby authorized to appoint such additional officers as he determines to be necessary or desirable.

RESOLVED FURTHER, that David W. Ducommun, Co-President, and Mark Mance, Co-President and Chief Operating Officer, upon their mutual agreement, are hereby authorized to remove officers as they may determine is necessary or desirable.

IN WITNESS WHEREOF, the undersigned, being all of the Managers of FNF NV
Brasada, LLC, have executed this executed this written consent as of
December 22, 2022.



Bryan D. Coy
Manager



Mark Mance
Manager

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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 # 94956
Total rate and volume by priority date, POD, use and acreage as appropriate considering the right to be leased. If not enough room below, you may add rows (see instructions) or create a spreadsheet (matching Table 2 and clearly labeled) and attach. (cfs = cubic feet per second and af = acre-feet)							
Priority Date	POD #	Use	Acres	Other Information (such as conditions/limitations on the right)	Rate (cfs)	Volume (af)	
10/31/1900	11	IR	72.4	Season 1 rate/Total Volume	0.826	682.80 af	
10/31/1900	11	IR	72.4	Season 2 rate	1.127		
10/31/1900	11	IR	72.4	Season 3 rate	1.536		
12/02/1907	11	IR	72.4	Season 3 rate	0.615		
10/31/1900	1	IR	0.45	Season 1 rate/Total Volume	0.006	4.41 af	
10/31/1900	1	IR	0.45	Season 2 rate	0.007		
10/31/1900	1	IR	0.45	Season 3 rate	0.010		
12/02/1907	1	IR	0.45	Season 3 rate	0.004		
Total af from storage, if applicable: _____ AF or <input type="checkbox"/> 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 <u>1 & 11</u> to <u>to Lake Billy Chinook</u>		Or Proposed Instream Point: <input type="checkbox"/> Instream use protected at the POD				
OR <input type="checkbox"/> Please check this box if you are not sure of the proposed reach and want water to be protected within a reach below the POD, if possible. If no reach is identified or the above box is not checked, and there is only one POD listed on the water right, the lease may be processed to be protected at the POD.)						
Instream Portion: May not exceed the maximum rate/volume for the right (identified in Table 2)						
Use the table 3 to illustrate the instream rate, volume and instream period by priority date, POD, Use and acreage, as appropriate. If not enough room below, you may add rows (see instructions) or create a spreadsheet (clearly labeled and matching the below portion of Table 3) and attach.						
Priority date	POD #	Use	Acres	Proposed Instream Period	Instream Rate (cfs)	Total instream volume (af)
10/31/1900	11	IR	72.4	Season 1 rate/Total Volume	0.498	394.62 af
10/31/1900	11	IR	72.4	Season 2 rate	0.664	
10/31/1900	11	IR	72.4	Season 3 rate	1.229	
				Continued Next Page		

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10/31/1900	1	IR	0.45	Season 1 rate/Total Volume	0.003	2.45 af
10/31/1900	1	IR	0.45	Season 2 rate	0.004	
10/31/1900	1	IR	0.45	Season 3 rate	0.008	

OR 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.

Yes N/A **Conditions to avoid enlargement or injury to other water rights, if any, or other limitations:** list here Instream flow allocated on daily average basis up to the described rate from April 1- October 26

Note: The Department may identify additional conditions to prevent injury and/or enlargement.

Any additional information about the proposed instream use: Instream for Mitigation Project

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**This table will calculate flow rate factors and duty for Central Oregon Irrigation District
Instream Leases with water instream under October 31, 1900 priority date only**

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Enter Total Number of Acres to be Leased Instream Here from POD #11 (North Canal)	72.400
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POD #11 Starting Point - total acres	17,152.843		
Starting Point - rate	Full Right at POD #11	October 31, 1900	December 2, 1907
	Starting Point - Rate*	Starting Point - Rate	Starting Point - Rate
Season 1	195.636	195.636	
Season 2	266.888	266.888	
Season 3	509.663	363.899	145.764
Start Point - duty*	161,767.090		

*Estimated start point based on changes since issuance of Cert 94956 (issuance March 6, 2020)

Information highlighted with blue font is to be entered on to the Instream Lease Application Form

For Primary Water Right - Certificate 94956 at POD #11

Rate (CFS) associated with leased rights for Section 1.5 of the Lease Application Form			
Enter Rates by season and priority date on Instream Lease Form		Full Rate	October 31, 1900
			December 2, 1907
Season 1		0.826	0.826
Season 2		1.127	1.127
Season 3		2.151	1.536
			0.615
Duty (AF) associated with leased right for Section 1.5 of the Lease Application Form			
Duty (decree) AF/Acre =	9.43	This section shows the prorated amounts by which the water right will be reduced at POD	
	682.80		

Rate (CFS) leased instream for Section 2.2 of the Lease Application Form		Volume (AF) leased instream for Section 2.2 of the Lease Application Form	
Enter Rates by season on Instream Lease Application Form	Full Rate if under October 31, 1900 priority date only	Enter Duty on Instream Lease Application Form	
Season 1	0.498	Duty (decree) AF/Acre = 5.45	
Season 2	0.664	Max volume =	394.62
Season 3	1.229		

Additional Conditions to Prevent Injury for Section 2.2 of the Lease Application Form			
	# days	AF/Season	9.91 AF Duty - 45% = 5.45
Season 1*	56	55.32	Total = 394.62
Season 2	30	39.51	
Season 3	123	299.84	
	Season total =	394.67	
Water protected instream:	April 1 through October 26		

* Note - The number of days that water may be protected instream in Season 1 has been reduced to prevent enlargement of the right.

**This table will calculate flow rate factors and duty for Central Oregon Irrigation District
Instream Leases with water instream under October 31, 1900 priority date only**

Enter Total Number of Acres to be Leased Instream Here from POD #1 (CO Canal)	0.450
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POD #1 Starting Point - total acres	25,171.980		
Starting Point - rate	Full Right at POD #1	October 31, 1900	December 2, 1907
	Starting Point - Rate*	Starting Point - Rate	Starting Point - Rate
Season 1	311.542	311.542	
Season 2	415.386	415.386	
Season 3	769.241	549.238	220.003
Start Point - duty*	246,890.000		

*Estimated start point based on changes since issuance of Cert 94956 (issuance March 6, 2020)

Information highlighted with blue font is to be entered on to the Instream Lease Application Form

For Primary Water Right - Certificate 94956 at POD #1

Rate (CFS) associated with leased rights for Section 1.5 of the Lease Application Form				
Enter Rates by season and priority date on Instream Lease Form		Full Rate	October 31, 1900	December 2, 1907
Season 1		0.006	0.006	
Season 2		0.007	0.007	
Season 3		0.014	0.010	0.004
Duty (AF) associated with leased right for Section 1.5 of the Lease Application Form				
Duty (decree) AF/Acre =	9.81	This section shows the prorated amounts by which the water right will be reduced at POD		
	4.41			

Rate (CFS) leased instream for Section 2.2 of the Lease Application Form		Volume (AF) leased instream for Section 2.2 of the Lease Application Form	
Enter Rates by season on Instream Lease Application Form	Full Rate if under October 31, 1900 priority date only	Enter Duty on Instream Lease Application Form	
Season 1	0.003	Duty (decree) AF/Acre = 5.45	
Season 2	0.004	Max volume =	2.45
Season 3	0.008		

Additional Conditions to Prevent Injury for Section 2.2 of the Lease Application Form				
	# days	AF/Season	9.91 AF Duty - 45% =	5.45
Season 1*	56	0.33	Total =	2.45
Season 2	30	0.24		
Season 3	123	1.95		
	Season total =	2.52		
Water protected instream:	April 1 through October 26			

* Note - The number of days that water may be protected instream in Season 1 has been reduced to prevent enlargement of the right.

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