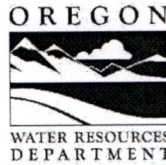


# Application for Instream Lease

## 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

Complete Part 1 through 4 and include the required attachments Fill in or check boxes as indicated. (N/A= Not Applicable)	OWRD # <u>11-1990</u>
	Fee- _____

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

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

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

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

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

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

Yes **Part 4 – Completed Instream Lease Provisions and Signatures**

Yes **How many water rights are leased? 6 List them here: 68321, 61819, 48484, 91320, 64089, 50861**

Include a separate **Part 3** for each **water right**.

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

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

**Attachments:**

Yes  N/A **Map:** Instream Lease map requirements (see Part 2 of this application)

Yes  N/A **Tax Lot Map:** If a portion of the water right *not included in the lease* is appurtenant to lands owned by others, a tax lot map must be included with the lease application. The tax lot map should clearly show the property involved in the lease.

Yes  N/A Supporting documentation describing why a right (or portion thereof) is valid and not subject to forfeiture even though the right has not been exercised for five or more consecutive years. This information only needs to be provided if the checkbox has been checked to identify that the water right has not been used in the last five years and is not subject to forfeiture (See Part 4 of 4).

Yes  N/A **If the Lessor (water right holder) is not the deeded landowner - provide one of the following.**

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

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## Part 2 of 4 – Instream Lease Application Map Checklist

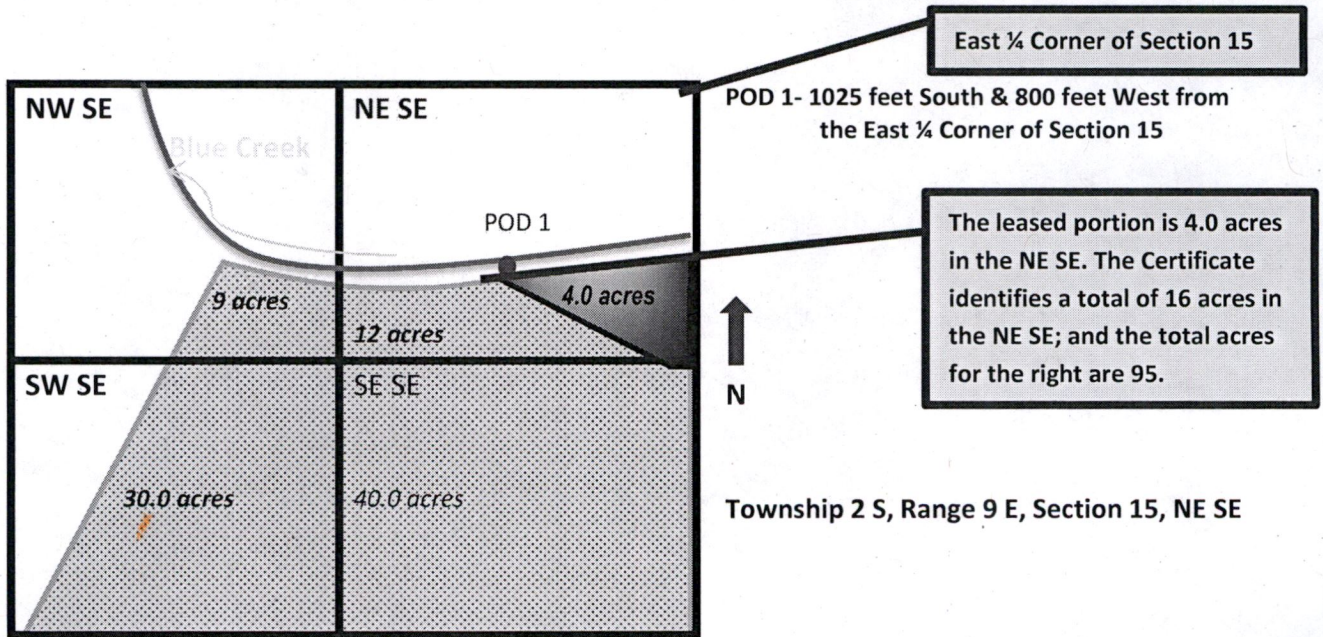
A Map is generally required for each water right not leased in its entirety

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

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

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

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



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

**Water Right Information**

Water right # 50861

**Table 1**

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

<input type="checkbox"/> <b>If only leasing a portion of the right</b> - complete Table 1 as indicated					<input checked="" type="checkbox"/> <b>Entirety</b> - If the entire water right is to be leased, skip to Table 3.					
Priority Date	POD #	Twp	Rng	Sec	Q-Q	Tax Lot	Gov't Lot/DLC	Acres	USE	Previous Lease # (if any)
EXAMPLE										
12/2/1901	3	2-S	9-E	15	NE SE	100	47	4.0	IR	IL-1100
		-	-		-					
		-	-		-					
		-	-		-					
		-	-		-					

Total Acres: \_\_\_\_\_

**Table 2**

To illustrate the totals for the water right proposed to be leased instream						
Total rate and volume by priority date, POD, use and acreage as appropriate considering the right to be leased. If not enough room below, you may add additional rows (see instructions) or attach spreadsheet (matching Table 2). Please clearly label any attachments. (cfs = cubic feet per second and af = acre-feet)						
Priority Date	POD #	Use	Total Acres	Other Information (such as conditions/limitations on the right)		Total Rate (cfs)
12/13/1976	1	IR	18.8			0.24
Total af from storage, if applicable: _____ AF or <input checked="" type="checkbox"/> N/A						
Any additional information about the right: _____						

**Table 3**

<b>Point of Diversion (POD) description:</b> If the POD is not described on the certificate or if there is more than one POD listed on the certificate, then <b>the specific POD(s)</b> involved in the lease must be described. If not enough room below, you may add additional rows (see instructions) or attach spreadsheet (matching Table 3). Please clearly label any attachments.						
POD #	Twp	Rng	Sec	Q-Q	DLC/ Gov't lot	Measured Distances, latitude/longitude coordinates, or river mile (if unknown you may indicate "unknown")
	9-S	5-W	14	SW-SE	2	470' N & 1,870' W from SE Corner Section 14
	-	-		-		
<input type="checkbox"/> Please check this box if you don't know the location of the POD(s) and want the Department to identify the location of the POD(s) for the purpose of the instream lease.						

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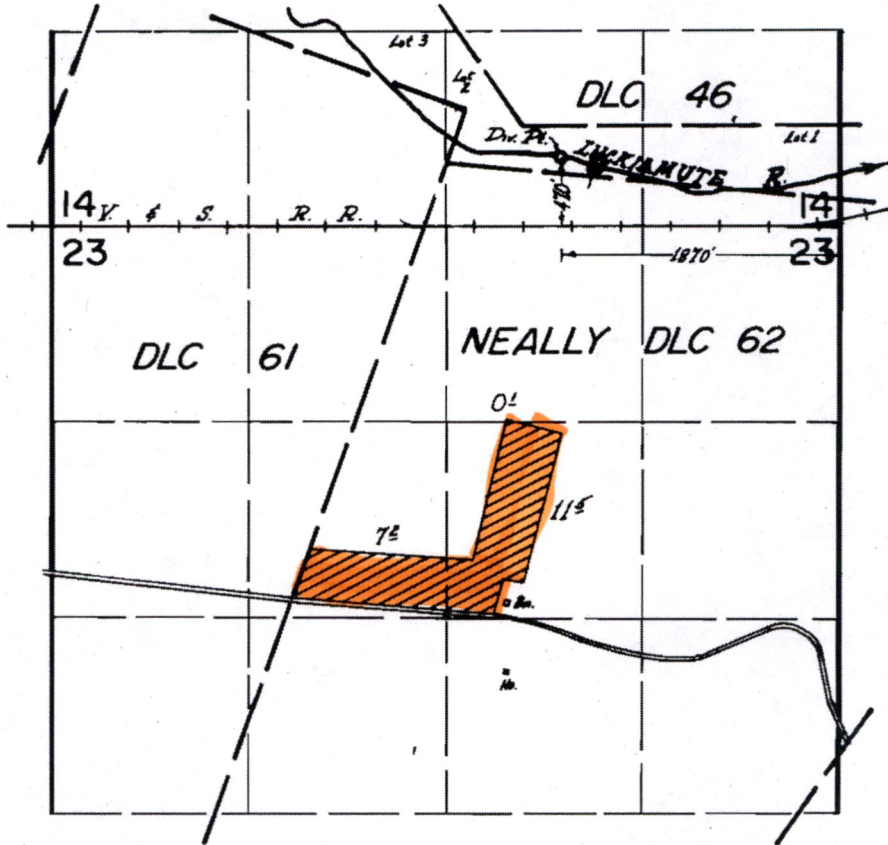
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**Instream Use Information**

**Table 4**

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

T.9S.,R.5W.,W.M.



**FINAL PROOF SURVEY**  
UNDER

Application No. 55023 Permit No. 41219  
IN NAME OF

DOROTHY Y. DAVIES

Surveyed Oct. 11 1978, by *H. Applegate*

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

**Water Right Information**

Water right # **64089**

**Table 1**

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

<input type="checkbox"/> If only leasing a portion of the right - complete Table 1 as indicated					<input checked="" type="checkbox"/> <b>Entirety</b> - If the entire water right is to be leased, skip to Table 3.					
Priority Date	POD #	Twp	Rng	Sec	Q-Q	Tax Lot	Gov't Lot/DLC	Acres	USE	Previous Lease # (if any)
EXAMPLE										
12/2/1901	3	2-S	9-E	15	NE SE	100	47	4.0	IR	IL-1100
		-	-		-					
		-	-		-					
		-	-		-					
		-	-		-					

Total Acres: \_\_\_\_\_

**Table 2**

To illustrate the totals for the water right proposed to be leased instream						
Total rate and volume by priority date, POD, use and acreage as appropriate considering the right to be leased. If not enough room below, you may add additional rows (see instructions) or attach spreadsheet (matching Table 2). Please clearly label any attachments. (cfs = cubic feet per second and af = acre-feet)						
Priority Date	POD #	Use	Total Acres	Other Information (such as conditions/limitations on the right)	Total Rate (cfs)	Total Volume (af)
10/12/1950		IR	88.6		0.69	
Total af from storage, if applicable: _____ AF or <input checked="" type="checkbox"/> N/A						
Any additional information about the right: _____						

**Table 3**

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

POD #	Twp	Rng	Sec	Q-Q	DLC/ Gov't lot	Measured Distances, latitude/longitude coordinates, or river mile (if unknown you may indicate "unknown")
	9-S	5-W	14	SW-SE	2	390' N & 1,650' W from SE Corner Section 14
	-	-		-		

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

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AGRICULTURAL LEASE

DATE: May 15, 2021

BETWEEN: Dorothy Davies, Trustee (Landlord)  
Dorothy Davies Trust  
11400 Simpson Road  
Monmouth, Oregon 97361

AND: Rainbow Hill Ranch Inc. (Tenant)  
c/o Steve Hamilton  
14190 Airlie Road  
Monmouth, Oregon 97361

RECITALS:

WHEREAS, Landlord and Tenant are currently parties to certain leases involving the properties described below and the parties desire to terminate those agreements and replace such agreements with this agreement. It is the intent of the parties that this lease shall subsume all previous leases and agreements between the parties related to the properties described below such that this document shall control.

Section 1. Description of Leased Property.

Landlord leases to Tenant the real property more specifically described in exhibit 1, consisting of 490.81 acres, more or less, save and except for the acreage (approximately one acre) directly around the residence site.

Landlord shall have the option to declaring and removing up to 10 acres of the property north of Simpson road from the lease per year in each year of the lease. Notice by Landlord of Landlord's intent to remove any acreage must be provided to the Tenant in writing at least 90 days prior to anniversary of the lease. The lease amount shall be reduced by \$160 per acre for each acre removed from the lease.

Section 2. Term of Lease

The term of this lease shall commence on November 14, 2021 and shall continue for a period of three years through November 13, 2024. The term of the lease shall be appurtenant to and shall run with the land and shall apply to the parties' heirs, successors, purchasers, and assigns. If the Landlord was to pass away during the first two years of the lease, then the lease would terminate 12 months from the date of the death of the landlord or November 14, 2024 whichever comes first. In no event shall the leases be extended beyond November 14, 2024.

Section 3. Condition of Property at Termination

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excepted. In the event that Tenant is engaged in planting an annual crop, Tenant shall be under no requirement for replanting of the subject premises with any ground cover or any new crop.

#### Section 4. Consideration

As rent, Tenant shall pay Landlord the base sum of \$37,000.00 per year for the farm ground that is leased. The Base Lease Amount shall be adjusted each January during the term of this Lease by the Percentage Increase in the "Consumer Price Index for All Urban Consumers (CPI-U), U. S. City Average-All Items", published by the Bureau of Labor Statistics of the United States Department of Labor. If the Index shall cease to be published, there shall be substituted therefore a price index (or combination of indices, with such adjustments as may be required to afford compatibility), published by the Bureau of Labor Statistics or its successor government agency, which is intended to be representative of substantially similar changes in the cost of living. Rent shall be payable as follows:

1. November 14, 2021 to November 13, 2022 — due on or before November 20, 2022;
2. November 14, 2022 to November 13, 2023 — due on or before November 20, 2023;
3. November 14, 2023 to November 13, 2024 — due on or before November 20, 2024.

All rent shall be payable in cash or check and shall be paid directly to Landlord at the address set forth above. Tenant shall issue and provide Landlord with a form 1099 each year showing amount of rent paid.

#### Section 5. Costs of Farming

This is not a crop share lease and Tenant will be entitled to all proceeds from sale of the crop subject to payment of rent as provided for under the terms of this lease to Landlord. The parties agree that this shall not otherwise be a crop share, partnership, joint venture, or other similar endeavor as between the parties and nothing in this agreement shall be construed to create a partnership between the parties.

#### Section 6. Manner of Farming and Conservation Laws

Tenant shall farm, cultivate, maintain, and operate the Property consistent with the best agricultural practices employed by the farming industry in the area where the Property is located. Tenant shall refrain from practices that will cause unusual erosion to the Property. Tenant shall maintain the Property in compliance with all federal, state, and other governmental laws, regulations, and directives. Tenant shall not permit existing water rights, if any now exist, to expire from non-use.

Tenant shall be responsible for repairing any damage to the perimeter fencing around the property directly attributable to Tenant's action on the real property. All farming shall be performed in a good and husbandlike manner and shall permit no wash or waste.



## Section 7. Compliance with Law and Hazardous Materials

Tenant, at Tenant's expense, shall comply with all laws, rules, orders, ordinances, directions, regulations, and requirements of federal, state, county, and municipal authorities pertaining to Tenant's use of the Property, and with all recorded covenants, conditions, and restrictions regardless of when they become effective. These include, without limitation, any required alteration of the Property because of Tenant's specific use, and all applicable federal, state, local laws, regulations, or ordinances pertaining to air and water quality, hazardous materials, waste disposal, air emissions and other environmental matters, and all zoning and other land use matters.

## Section 8. Chemicals and Fertilizers

It is understood that chemicals and fertilizers may be necessary to produce the highest financial returns from the Property. It is also understood that chemicals and fertilizers can damage the Property if applied incorrectly or on crops that are excluded on the product label. Subject to the limitations in Section 7 above, chemicals and fertilizers shall be used by Tenant, if necessary, to produce the highest financial returns from the Property, subject to the condition that Tenant shall not, without Landlord's prior written consent, use any of the fertilizers or chemicals that would adversely affect crops grown after termination of this Lease.

## Section 9. Use of Property

The premises shall be used for farming. Landlord is leasing to Tenant only the surface of the premises and Landlord reserves the right to use of the leased premises for exploration and extraction of oil, gas, minerals, gravel, and other natural resources. Any of the above uses which Landlord may make of the premises shall not interfere with the farming operations of Tenant. Tenant shall be compensated for any damage to crops occasioned by such exploration or extraction operations. Tenant shall have the right of quiet enjoyment and Landlord shall not enter upon the premises while Tenant is engaged in farming operations.

In addition, during the term of this lease, Tenant shall have the hunting rights for the Property and shall be in charge of administering permission to hunt/access the Property for those purposes.

## Section 10. Agricultural Programs

Tenant shall be entitled to all proceeds from any agricultural program related to Tenant's use of the property and/or Tenant's crops.

## Section 11. Taxes

Landlord shall pay all the real property taxes levied on the Property and Tenant shall pay all taxes on any of Tenant's personal property used on the Property.

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## Section 12. Liens

Landlord and Tenant shall have available to them as a remedy all lien rights as described under Oregon law, including all rights for a landlord's lien, agricultural producer's lien, and all other lien rights. Tenant shall have the right to emblements as provided for under Oregon law, except in the event of the proscribed termination of the lease. The parties stipulate and agree that Tenant shall be entitled to engage in any financing necessary in Tenant's normal course of operations, and as such a lien may be placed by any of Tenant's lenders against Tenant's crop in the normal course of Tenant's operations. Tenant shall be responsible for payment of all such financing and shall ensure that any lien placed against such crop is released in the normal course of business as part of payments made to Tenant's lender.

Tenant shall pay as due all claims for work done and services rendered or material furnished to the Property and shall keep the Property free from such liens.

## Section 13. Indemnity; Liability Insurance

13.1 Tenant shall indemnify and defend Landlord from any claim, loss, or liability arising out of or relating to any activity of Tenant on the Property. Conversely, Landlord shall indemnify and defend Tenant from any claim, loss, or liability arising out of or relating to any activity or Landlord on the Property.

13.2 Before going into possession of the Property, Tenant shall procure, and during the term of this Lease shall continue to carry, public liability and property damage insurance, naming Landlord as an additional insured, with liability limits of not less than \$300,000 for injury to persons or property in one occurrence. Such insurance should be provided by an insurance carrier reasonably acceptable to Landlord. Tenant shall deliver to Landlord certificates evidencing such insurance with an endorsement requiring 10 days' notice to Landlord prior to the cancellation of such insurance coverage.

## Section 14. Default; Remedies

14.1 The following shall be events of default:

- (a) Failure to pay the rent when due.
- (b) Dissolution, termination of existence, insolvency, business failure, discontinuance as a going business (except for labor disputes), appointment of a receiver of any of the Property, assignment for the benefit of creditors, or commencement of any proceedings under any bankruptcy or insolvency laws by or against Tenant.
- (c) Failure of Tenant to comply with any other term or condition, or fulfill any other obligation of the lease within 30 days after written notice by Landlord specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within the 30-day period, this provision shall be complied with if Tenant begins

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correction of the default within the 30-day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as possible.

(d) Abandonment by the Tenant of the Property.

14.2 In the event of default, Landlord shall have the right to re-enter, take possession of the Property, and remove any persons or property by legal action or by self-help with the use of reasonable force. Such right shall be cumulative and in addition to all other remedies available to Landlord under applicable law.

#### Section 15. Landlord's Right of Entry

Landlord may go on the Property at any time to inspect or show the Property, provided Landlord does so in a reasonable manner that does not harm the growing crops or interfere with the farming activities of Tenant.

#### Section 16. Covenants of Title

Landlord covenants that Landlord has full right and authority to lease the Property and will protect Tenant from all other claimants.

#### Section 17. Assignment and Sublease

Save and except for the pasture land, which Tenant may continue to sublease without the prior consent of Landlord; Tenant may not assign this Lease and may not sublease all or any part of the Property without Landlord's prior written consent.

#### Section 18. Successor Interests

Subject to the limitation on assignment by Tenant, this Lease shall be binding upon and inure to the benefit of the parties, and to their heirs, successors, assigns, beneficiaries, purchasers, personal representatives, executors, devisees, and any other affiliated third party.

#### Section 19. Nonwaiver

Failure by either party at any time to require performance by the other of this Lease shall in no way affect such party's right to enforce any Lease provisions; nor shall any waiver of any breach be held to be a waiver of any succeeding breach or a waiver of this nonwaiver clause.

#### Section 20. Notices

Any notice under this Lease shall be in writing and shall be effective when actually delivered or, if mailed, when deposited as registered or certified mail directed to the address stated in this Lease or to such other address as either party may specify by notice to the other party. Payments to Landlord shall be made to the same address.

Any notice under this Lease shall be in writing and shall be effective when actually delivered or, if mailed, when deposited as registered or certified mail directed to the address stated in this Lease or to such other address as either party may specify by notice to the other party. Payments to Landlord shall be made to the same address.

Section 21. Quitting Property at End of Lease

Tenant shall peaceably surrender, quit, and give up the Property at the termination or earlier expiration of this Lease.

Section 22. Attorney Fees

If litigation is instituted arising directly or indirectly out of this Lease, the losing party shall pay to the prevailing party the prevailing party's reasonable attorney fees and court costs as determined by the court, at trial, or any appeal therefrom.

Section 23. Representations and Warranties

Tenant accepts the Property, improvements, and the personal property, if any, included in this Lease in their present condition, AS IS, without any representation or warranties, express or implied, except as otherwise set forth in this Lease. It is understood and agreed that Landlord makes no guarantee or representation as to the production or carrying capacity of the Property, or anything relating to the Property except as to Landlord's right to rent. Tenant has heretofore inspected the Property, and that Tenant has made his own determination of the value of the Property.

Section 24. Preparation of Document.

This lease agreement was prepared on behalf of Landlord by Penna & James, LLC. Tenant consents to preparation of this document by Penna & James, LLC. on behalf of Landlord. Tenant understands and agrees that Tenant has the right to independent legal or tax counsel and has either sought such advice or has waived such right. Dates and Lease payment amount updated by Rainbow Hill Ranch, Inc.

IN WITNESS WHEREOF, the parties have executed this Lease.

Dated: 6-9, 2021

Dorothy Davies  
Dorothy Davies, Trustee  
Dorothy Davies Trust

Dated: 5/18, 2021

By: Steve Hamilton  
Steve Hamilton, President  
Rainbow Hill Ranch Inc.

EXHIBIT A

PARCEL 1:

Beginning at the Southeast Corner of the Mathew M. Nealy Donation Land Claim No. 62, in Township Nine South, Range Five West of the Willamette Meridian, and running thence South 35° West 14.90 chains; thence West 42.02 chains to the East boundary line of the William G. Parker Donation Land Claim No. 61; thence North 20° East along said boundary line 22 chains, more or less to the Southwest Corner of said Nealy Claim No. 62; and thence South 78°30' East 43.90 chains, more or less, to the place of beginning.

PARCEL 2:

That part of the following described tract of land lying North of the East and West centerline through Sections Twenty-six and Twenty-seven, Township Nine South, Range Five West of the Willamette Meridian; beginning at an oak stake on the West boundary of the David Stump Donation Land Claim, Notification No. 2446, Claim No. 63, in Section Twenty-six, Township Nine South, Range Five West of the Willamette Meridian, at a point 14.45 chains North 35°00' East from the angle corner on the West boundary of said Claim No. 63, thence North 35°00' East 18.65 chains along the West boundary of said Claim No. 63 to an oak stake; thence West 42.02 chains to an oak stake on the East boundary of the Wm. G. Parker Donation Land Claim No. 61; thence South 20°00' West 16.23 chains along said East boundary of said Claim No. 61 to an oak stake; thence East 36.77 chains to the place of beginning.

PARCEL 3:

That portion of the following described tract of land lying North of the East and West centerline through sections Twenty-six and Twenty-seven, Township Nine South, Range Five West of the Willamette Meridian; the East 50 acres of the following described real premises to be surveyed off by a line drawn parallel with the East line thereof and being the East 50 acres of the residue and remainder of the lands and premises belonging to the Estate of James Currie, deceased, to wit: Beginning at the Southwest Corner of the Donation Land Claim of Mathew M. Nealy in Township Nine South, Range Five West of the Willamette Meridian; thence North 80°30' West 40.80 chains to the West line of Wm. G. Parker Donation Land Claim No. 61; thence South 20°15' West along the West boundary of said Parker Claim 36.20 chains; thence East 7.60 chains; thence South 13 chains; thence South 70° East 28.83 chains; thence North 20° East 49.82 chains to the place of beginning.

PARCEL 4:

Beginning at the Southwesterly corner of the Mathew M. Nealy Donation Land Claim, Notification No. 2471, Claim No. 62, in Township Nine South, Range Five West of the Willamette Meridian,

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Township Nine South, Range Five West of the Willamette Meridian, and running thence South 78°30' East 17.33 chains to a stake, thence North 20° East 58.79 chains to a point in the center of County road; thence North 87° West along the center of said road 17.90 chains and thence South 20° West 56.12 chains to the place of beginning.

ALSO, beginning at a point where the East boundary line of said parcel of land intersects the South boundary line of said County road, running thence South 20° West 11.03 chains; thence East 1.83 chains, and thence North 10° East 10.72 chains to the place of beginning.

EXCEPTING from the above described Parcel 3 1/2 acres deeded to School District No. 22 by deed recorded in Book 25, Page 217, of the Deed Records of Polk County, Oregon.

PARCEL 5:

Beginning at a point on the North boundary line of the Donation Land Claim of Mathew M. Nealy and wife, Notification No. 2471, Claim No. 62 in Township Nine South, Range Five West of the Willamette Meridian, South 84°50' East 11.68 chains from the Northwest Corner of said Claim, and running thence South 14° West 48.21 chains to the center of the County Road; thence South 87° East along the center of said road 58 links to the Northeast Corner of the land conveyed by Nicholas Steele, et ux, to Charles W. Steward by deed dated March 24, 1902, and recorded at Page 635 of Volume 36 of the Records of Deeds of Polk County, State of Oregon; thence South 10° West 10.72 chains; thence West 1.83 chains; thence South 20° West 50.62 chains, more or less, to a point on the South boundary line of said Claim, South 78°30' East 17.33 chains distant from the Southwest Corner of said Claim; thence South 78°30' East along the South boundary line 10.92 chains; thence North 27°15' East 56 chains to a stake, thence North 64° West 3.75 chains to a stake; thence North 27°15' East 5 chains to a stake; thence South 64° East 3.75 chains to a stake, thence North 27°15' East 51.00 chains to the North boundary line of said Claim; thence North 84°50' West along said North boundary line of said claim 29.32 chains to the place of beginning.

SUBJECT TO a right of way deeded to the Valley and Siletz Railroad Company.

TOGETHER WITH the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining;

Situation in Polk County, State of Oregon.

Excepting therefrom, however, that portion of the above described premises particularly bounded and described as follows, to wit:

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Beginning at a point on the North boundary line of the Donation Land Claim of Mathew M. Nealy and wife, Notification No. 2471, Claim No. 62, in Township 9 South, Range 5 West of the Willamette Meridian, South 84°50' East 11.68 chains from the Northwest corner of said Claim, and running thence South 14° West 48.21 chains to the center of the County Road, the true place of beginning; thence North 87° West 2.35 chains; thence South 3° West 6.06 chains; thence South 87° East 3.44 chains; thence North 8°20' East 6.07 chains; thence North 87° West 1.59 chains to the said true place of beginning.

PARCEL 6:

Beginning at the Northwest corner of the Donation Land Claim of Mathew M. Nealy, Not. No. 2471, Claim No. 62, Township 9 South, Range 5 West of the Willamette Meridian, Polk County, Oregon, and running thence South 84°50' East along the North boundary line of said Claim 11.68 chains; thence South 14° West 48.21 chains to the center of the County Road; thence North 87° West along the center of said road 17.32 chains to the West boundary line of said claim; thence North 20° East along said boundary line 49.19 chains to the place of beginning.

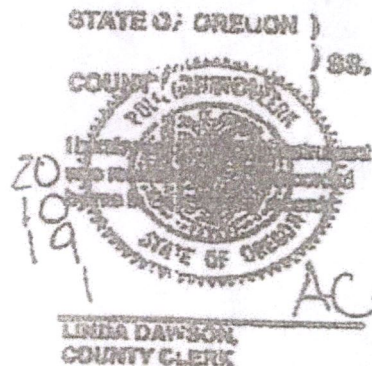
SUBJECT TO right of way to strip of land 60 feet wide deeded to Valley & Siletz Railroad Company; recorded May 27, 1915, in Book 63, Page 466, Deed Records of Polk County, Oregon;

SUBJECT TO rights of the public in and to any portion of said property lying within the boundaries of roads or highways.

SUBJECT TO conditions, reservations and restrictions as set forth in deed from the United States of America to Anna M. Rutschman, a widow, recorded January 27, 1948, in Book 132, Page 427, Deed Records of Polk County, Oregon.

430979

probstar.com



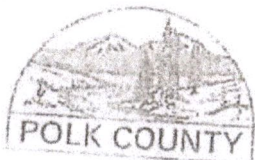
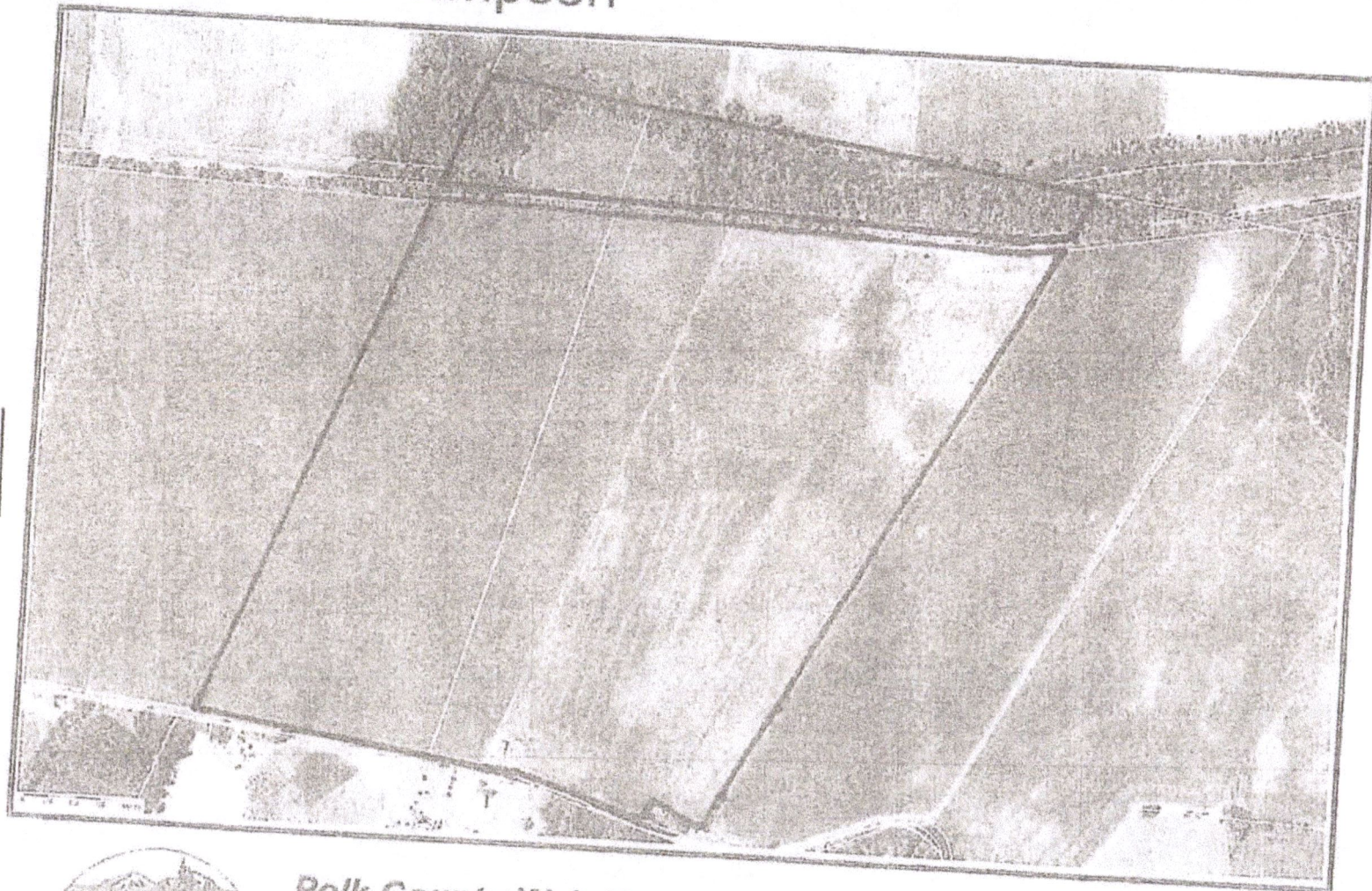
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# Davies N of Simpson

Exhibit B



## Polk County Web Maps v. 2.0

Disclaimer: This map was produced using Polk County GIS data. The GIS data is maintained by the County to support its governmental activities. This map should not be used for survey or engineering purposes. The County is not responsible for map errors, omissions, misuse or misinterpretation.

Printed: 02/14/2018

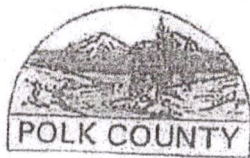
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# Davies S of Simpson



## Polk County Web Maps v. 2.0

Disclaimer: This map was produced using Polk County GIS data. The GIS data is maintained by the County to support its governmental activities. This map should not be used for survey or engineering purposes. The County is not responsible for map errors, omissions, misuse or misinterpretation.

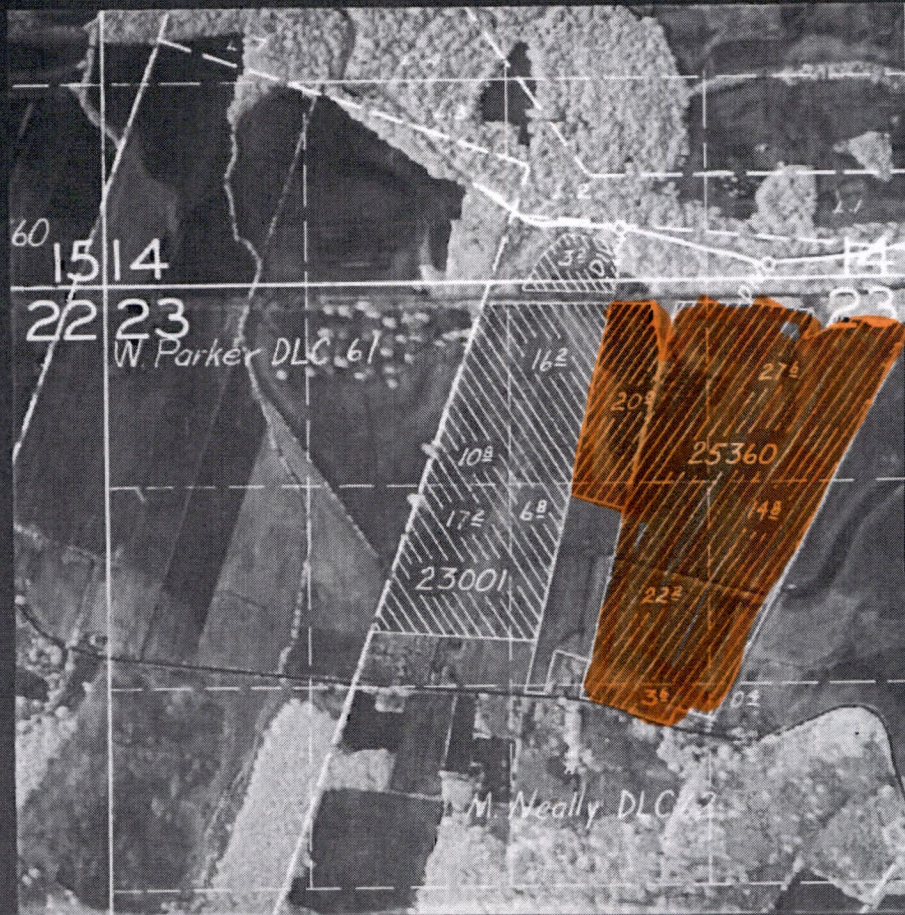
Printed 02/14/2023

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T. 9 S., R. 5 W., W.M.



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JUN 20 2023

OWRD

# FINAL PROOF SURVEY

UNDER

25360

19383

Application No. 23001 Permit No. 18194

IN NAME OF

James Russell Oswalt

Anna M. Rutschman

Surveyed Aug. 2, 1954, by T. Jones

DEF-2D-173

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

**Water Right Information**

**Water right # 91320**

**Table 1**

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

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

Priority Date	POD #	Twp	Rng	Sec	Q-Q	Tax Lot	Gov't Lot/DLC	Acres	USE	Previous Lease # (if any)
<b>EXAMPLE</b>										
12/2/1901	3	2-S	9-E	15	NE SE	100	47	4.0	IR	IL-1100
8/29/2007	1	9-S	6-W	25	NE-NE			1.1	IR	
8/29/2007	1	9-S	6-W	25	NW-NE		1	1.2	IR	
8/29/2007	1	9-S	6-W	25	SW-NE		2	26.0	IR	
8/29/2007	1	9-S	6-W	25	SE-NE		3	26.8	IR	
8/29/2007	1	9-S	6-W	30	NE-NW			0.2	IR	
8/29/2007	1	9-S	6-W	30	NW-NW			0.9	IR	
8/29/2007	1	9-S	6-W	30	SW-NW		1	26.6	IR	
8/29/2007	1	9-S	6-W	30	SE-NW			7.3	IR	

**Total Acres: 90.1**

**Table 2**

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

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

Priority Date	POD #	Use	Total Acres	Other Information (such as conditions/limitations on the right)	Total Rate (cfs)	Total Volume (af)
8/29/2007	1	IR			1.56	

**Total af from storage, if applicable:** \_\_\_\_\_ AF or  N/A

**Any additional information about the right:** \_\_\_\_\_

**Table 3**

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

POD #	Twp	Rng	Sec	Q-Q	DLC/ Gov't lot	Measured Distances, latitude/longitude coordinates, or river mile (if unknown you may indicate "unknown")
	9-S	5-W	19	NE-SW	2	3930' N & 840' W FROM SW CORNER DLC 70
	-	-		-		

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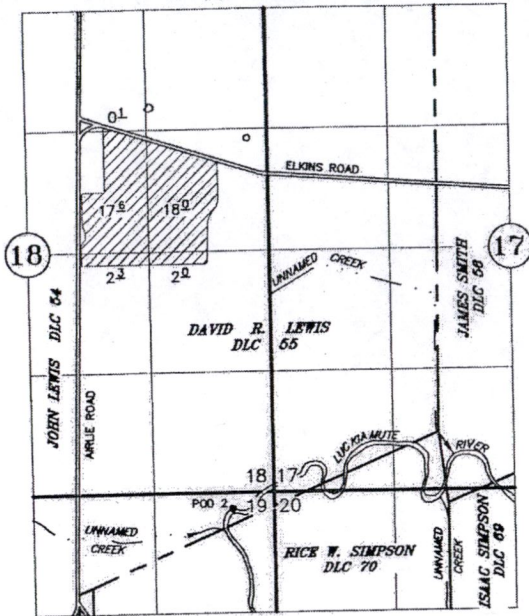
OWRD

JUN 20 2023

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T9S, R5W, WM  
POLK COUNTY

PAGE 2 OF 2



TAX LOTS:  
9 5W 18 201  
9 5W 18 400

POD 2: 910' N & 1700' E OF SW COR DLC 55  
FISH SCREEN ON POD INTAKE IN RIVER  
FLOW METER 50' NW OF POD 2

### FINAL PROOF SURVEY

UNDER

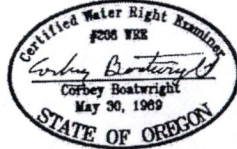
Application No. S-86964 Permit No. S-54496

IN THE NAME OF

**STEVE HAMILTON**

JUNE 14, 2009

SCALE: 1" = 1320'

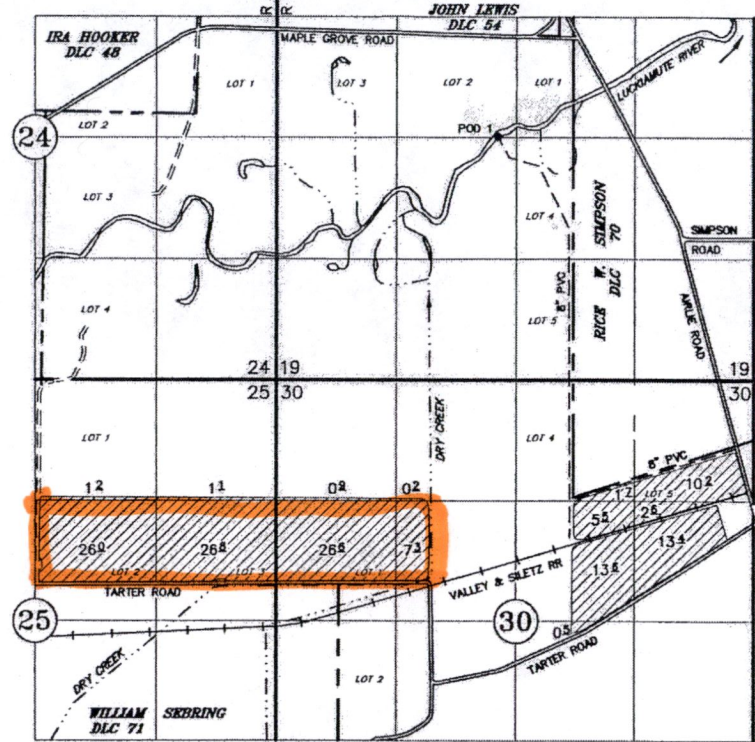


RENEWAL DATE: 12-31-11

NOTE: This map is not intended to provide legal dimensions or locations of property ownership lines.

T9S, R5&6W, WM  
POLK COUNTY

PAGE 1 OF 2



TAX LOTS:  
9 6W 25 200  
9 5W 19 700  
9 5W 30 201  
9 5W 30 202  
9 5W 30 301  
9 5W 30 503  
9 5W 30 800

POD 1: 3930' N & 840' W OF SW COR DLC 70  
FISH SCREEN ON POD INTAKE IN RIVER  
FLOW METER 60' SE OF POD 1 ON LINE ABOVE GROUND

### FINAL PROOF SURVEY

UNDER

Application No. S-86964 Permit No. S-54496

IN THE NAME OF

**STEVE HAMILTON**

JUNE 14, 2009

SCALE: 1" = 1320'



RENEWAL DATE: 12-31-11

NOTE: This map is not intended to provide legal dimensions or locations of property ownership lines.

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JAN 13 2010

WATER DIVISION  
SALMON DIVISION

RECEIVED

JAN 13 2010

WATER DIVISION  
SALMON DIVISION

RECEIVED

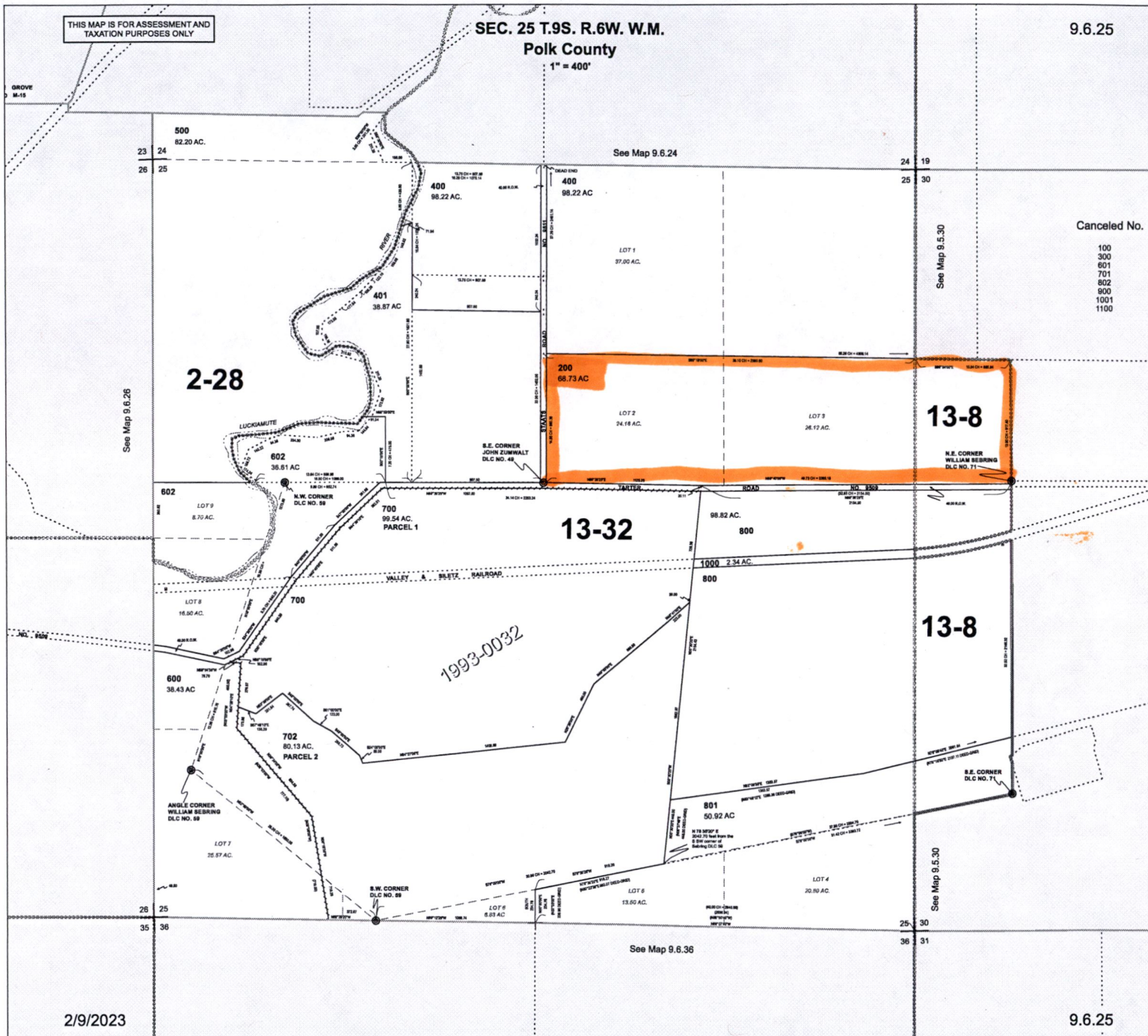
JUN 20 2023

OWRD

THIS MAP IS FOR ASSESSMENT AND TAXATION PURPOSES ONLY

SEC. 25 T.9S. R.6W. W.M.  
Polk County  
1" = 400'

9.6.25



- Canceled No.
- 100
  - 300
  - 601
  - 701
  - 802
  - 900
  - 1001
  - 1100

See Map 9.6.26

See Map 9.6.24

See Map 9.5.30

See Map 9.5.30

See Map 9.6.36

2/9/2023

9.6.25

1993-0032

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

**Water Right Information**

**Water right # 48484**

**Table 1**

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

<input checked="" type="checkbox"/> <b>If only leasing a portion of the right</b> - complete Table 1 as indicated					<input type="checkbox"/> <b>Entirety</b> - If the entire water right is to be leased, skip to Table 3.					
Priority Date	POD #	Twp	Rng	Sec	Q-Q	Tax Lot	Gov't Lot/DLC	Acres	USE	Previous Lease # (if any)
EXAMPLE										
12/2/1901	3	2-S	9-E	15	NE SE	100	47	4.0	IR	IL-1100
10/10/1952	1	9-S	6-W	26	SW-NE			7.2	IR	
10/10/1952	1	9-S	6-W	26	SW-NE		2	11.5	IR	
10/10/1952	1	9-S	6-W	26	SE-NW		3	4.3	IR	
10/10/1952	1	9-S	6-W	26	NE-SW		6	6.8	IR	
		-	-		-					

**Total Acres: 29.8**

**Table 2**

To illustrate the totals for the water right proposed to be leased instream						
Total rate and volume by priority date, POD, use and acreage as appropriate considering the right to be leased. If not enough room below, you may add additional rows (see instructions) or attach spreadsheet (matching Table 2). Please clearly label any attachments. (cfs = cubic feet per second and af = acre-feet)						
Priority Date	POD #	Use	Total Acres	Other Information (such as conditions/limitations on the right)	Total Rate (cfs)	Total Volume (af)
10/10/1952		IR			0.60	
Total af from storage, if applicable: _____ AF or <input checked="" type="checkbox"/> N/A						
Any additional information about the right: _____						

**Table 3**

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

POD #	Twp	Rng	Sec	Q-Q	DLC/ Gov't lot	Measured Distances, latitude/longitude coordinates, or river mile (if unknown you may indicate "unknown")
1	9-S	6-W	26	SE-NW	3	430' N & 320' W from center Section 26
	-	-		-		

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

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

**Water Right Information**

**Water right # 61819**

**Table 1**

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

<input checked="" type="checkbox"/> <b>If only leasing a portion of the right</b> - complete Table 1 as indicated					<input type="checkbox"/> <b>Entirety</b> - If the entire water right is to be leased, skip to Table 3.					
Priority Date	POD #	Twp	Rng	Sec	Q-Q	Tax Lot	Gov't Lot/DLC	Acres	USE	Previous Lease # (if any)
EXAMPLE										
12/2/1901	3	2-S	9-E	15	NE SE	100	47	4.0	IR	IL-1100
8/21/1979		9-S	6-W	26	SE-NE		1	3.2	IR	
8/21/1979		9-S	6-W	26	NE-SW		6	4.2	IR	
		-	-		-					
		-	-		-					
		-	-		-					

**Total Acres: 7.4**

**Table 2**

To illustrate the totals for the water right proposed to be leased instream						
Total rate and volume by priority date, POD, use and acreage as appropriate considering the right to be leased. If not enough room below, you may add additional rows (see instructions) or attach spreadsheet (matching Table 2). Please clearly label any attachments. (cfs = cubic feet per second and af = acre-feet)						
Priority Date	POD #	Use	Total Acres	Other Information (such as conditions/limitations on the right)		Total Rate (cfs)
Total af from storage, if applicable: _____ AF or <input type="checkbox"/> N/A						
Any additional information about the right: _____						

**Table 3**

<b>Point of Diversion (POD) description:</b> If the POD is not described on the certificate or if there is more than one POD listed on the certificate, then <b>the specific POD(s)</b> involved in the lease must be described. If not enough room below, you may add additional rows (see instructions) or attach spreadsheet (matching Table 3). Please clearly label any attachments.						
POD #	Twp	Rng	Sec	Q-Q	DLC/ Gov't lot	Measured Distances, latitude/longitude coordinates, or river mile (if unknown you may indicate "unknown")
1	9-S	6-W	26	SE-NW	3	430' N & 320' W from center Section 26
2	9-S	6-W	26	NE-SW	3	320' S & 1300' W from center Section 26
<input type="checkbox"/> Please check this box if you don't know the location of the POD(s) and want the Department to identify the location of the POD(s) for the purpose of the instream lease.						

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JUN 20 2023

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## Agricultural Lease

This Lease is made November 15<sup>th</sup>, 2022 between Luckiamute Acres Ranch as LESSOR and Rainbow Hill Ranch, Inc. as LESSEE.

1. Leased Premises:

Lessor leases to Lessee, to use and occupy for farming purposes and related uses 60 acres in Polk County, Oregon as described by area outlined in red on Exhibit "A" attached hereto. The term of this Lease commences November 16<sup>th</sup>, 2022 and terminates November 15<sup>th</sup>, 2031.

2. Rental Amount:

The following rental amount shall be paid on or before the fifteenth day of November at the end of each year. The first through third payment of \$10500 (\$175 per acre) is due and payable on November 15, 2023 through November 15, 2025. A meeting between both parties will be scheduled every 3 years until lease termination/renewal to adjust rental amount based on historical inflation and Polk County Assessor's agricultural land rental report.

3. Mutual Agreements:

The parties mutually agree as follows:

- a. This Lease shall not be construed to create a partnership or joint venture relationship between the parties.
- b. If any action shall be brought to enforce any of the terms of this Lease, the prevailing party shall be entitled to recover reasonable attorney fees to be fixed by the court at trial or on appeal.
- c. The terms of this Lease shall be binding upon the parties, their personal representatives, heirs, successors, and assigns.



- d. That if Lessor shall sell or otherwise transfer all or any portion of the leased premises, that Lessor will do so subject to the terms of this Lease.
  - e. In the event of any breach of this Lease by Lessee, Lessor shall have the right of re-entry and may terminate this Lease or exercise any other remedies available to Lessor by operation of law.
  - f. Lessee has the right to any USDA/ASCS payment for the term of the lease.
4. By signing this lease, the Lessor is implying the legal right to lease the stated property and will defend this right.
5. The Lessee will maintain Irrigation Rights of leased property. The Lessee will be allowed to temporarily transfer water rights to another property and lease water rights back to Oregon Department of Water Resources (OWRD) to maintain and prove beneficial use of water rights in the event the water rights will not be needed on said property.
6. The Lessee will maintain the current fertility levels.
7. If Lessor does not provide Lessee with written notice of Lessor's desire to terminate this Lease by July 15, 2031, this Lease shall automatically extend for a period of one additional year on these same terms and conditions.

Lessor: Luckiamute Acres Ranch

By

Date: 11-15-2022

Lessee: Rainbow Hill Ranch, Inc.

By

Date: 11-15-2022

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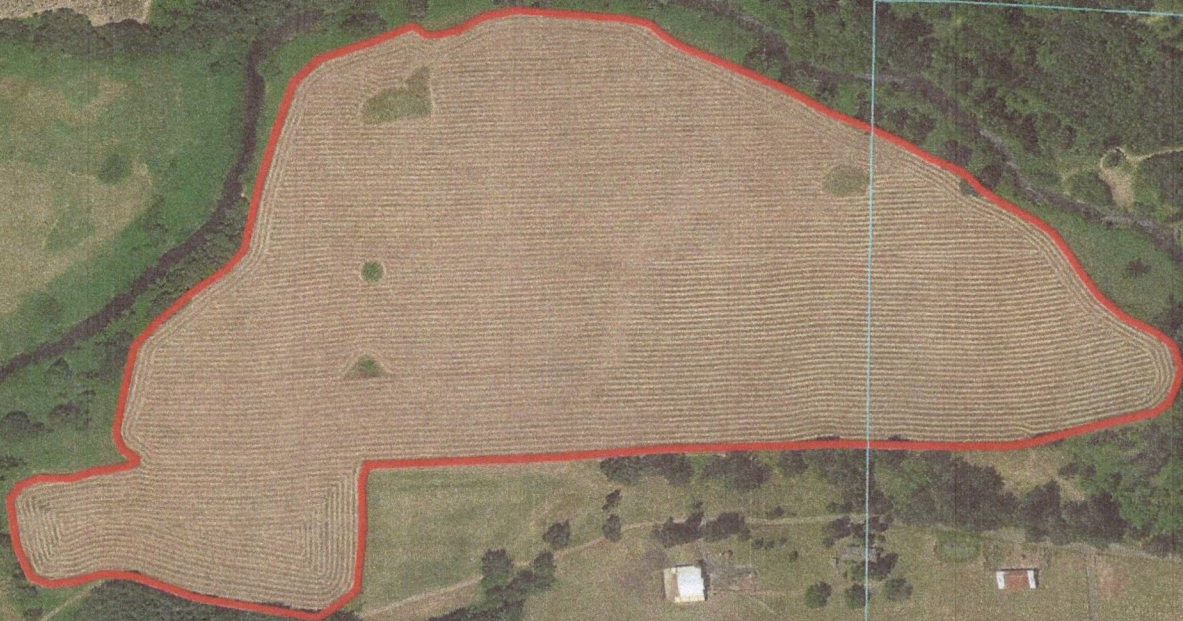
# Exhibit A

Luckiamute Acres Lease  
2023-2031

Received by OWRD

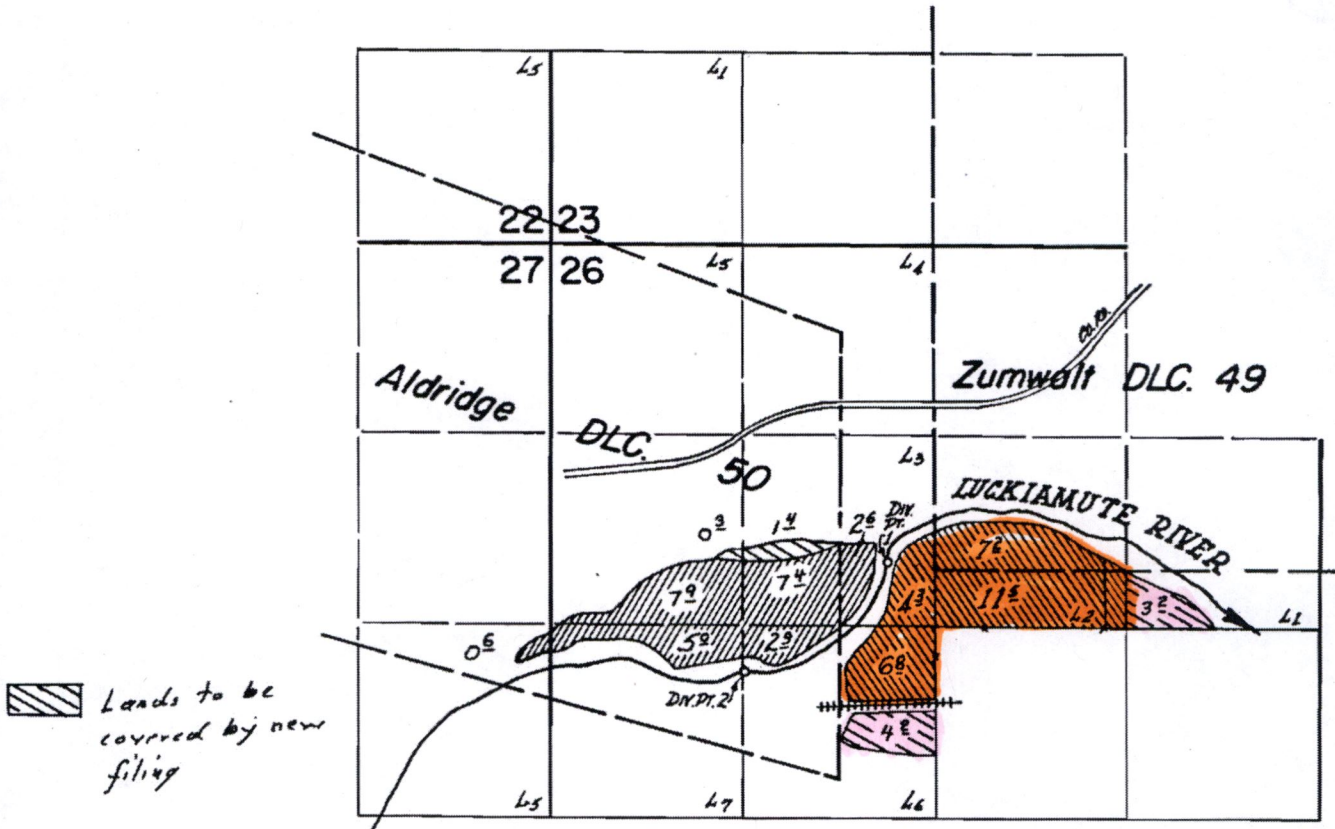
JUN 20 2023

Salem, OR



T.9S.,R.6W.,W.M.

Application No. 59241  
Permit No. 44395



Div. Pt. 2, loc: 330'S + 1300'W. from center of Sec. 26.  
Div. Pt. 1, loc: 430'N. + 320'W. from center of Sec. 26.

**FINAL PROOF SURVEY**  
UNDER

Transfer No. 2976  
Application No. .... Permit No. ....  
IN NAME OF

..... MARY ISABEL WEISENSEE .....

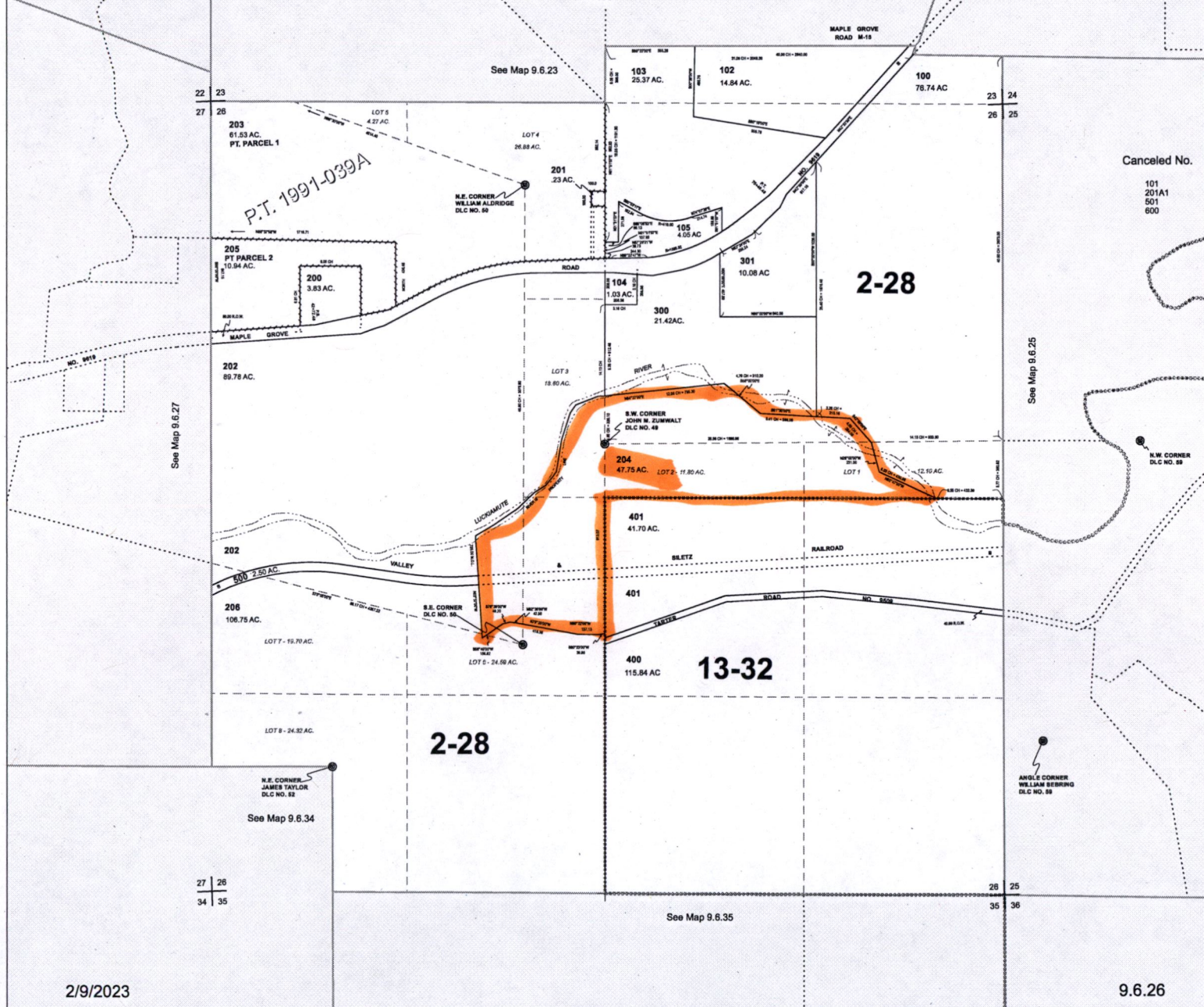
Surveyed July 6, 1977, by L.M. Toll .....

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JUN 20 2023  
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THIS MAP IS FOR ASSESSMENT AND TAXATION PURPOSES ONLY

SEC. 26 T.9S. R.6W. W.M.  
Polk County  
1" = 400'

9.6.26



P.T. 1991-039A

2-28

13-32

2-28

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OWRD

2/9/2023

9.6.26

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

**Water Right Information**

Water right # 68321

**Table 1**

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

<input checked="" type="checkbox"/> If only leasing a portion of the right - complete Table 1 as indicated					<input type="checkbox"/> Entirety - If the entire water right is to be leased, skip to Table 3.					
Priority Date	POD #	Twp	Rng	Sec	Q-Q	Tax Lot	Gov't Lot/DLC	Acres	USE	Previous Lease # (if any)
EXAMPLE										
12/2/1901	3	2-S	9-E	15	NE SE	100	47	4.0	IR	IL-1100
3/13/1967		9-S	5-W	8	NE-SW			2.0	IR	
<u>3-13-1967</u>		<u>9-S</u>	<u>5-W</u>	<u>8</u>	<u>SE NW</u>			<u>3.1</u>	<u>IR</u>	
		-	-		-					
		-	-		-					
		-	-		-					

Total Acres: ~~2.0~~ 5.1

**Table 2**

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

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

Priority Date	POD #	Use	Total Acres	Other Information (such as conditions/limitations on the right)	Total Rate (cfs)	Total Volume (af)
3/13/1967		IR			1.08	

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

Any additional information about the right: \_\_\_\_\_

**Table 3**

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

POD #	Twp	Rng	Sec	Q-Q	DLC/ Gov't lot	Measured Distances, latitude/longitude coordinates, or river mile (if unknown you may indicate "unknown")
	9-S	5-W	8	NE-SW		200' N & 400' E from NW Corner DLC 56
	9-S	5-W	8	NW-SE		200' S & 1630' W from NW Corner DLC 56

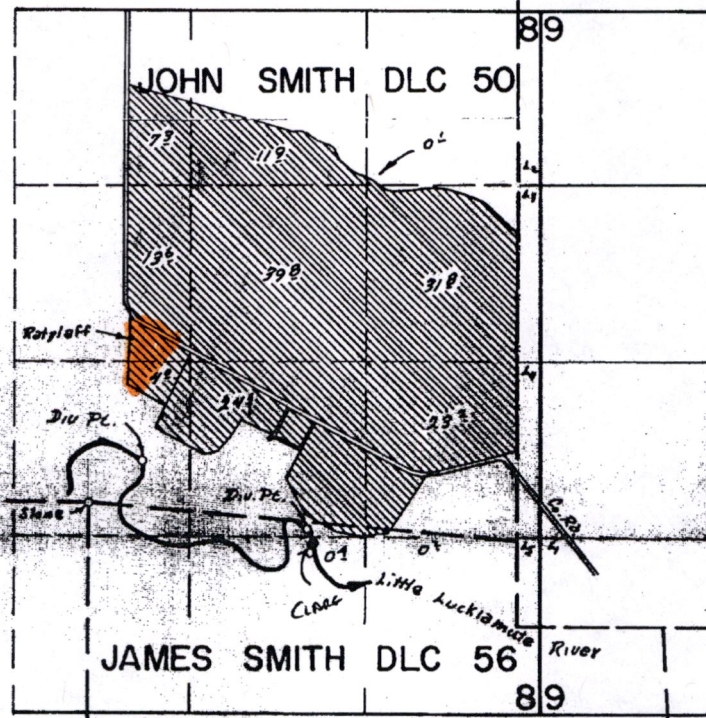
Please check this box if you don't know the location of the POD(s) and want the Department to identify the location of the POD(s) for the purpose of the instream lease.

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T.9S. R.5W. W.M.



Div. Pls. Loc: 200' W & 400' N ; 200' S & 1620' W Back Sprng  
NW Cor James Smith DLC 56

**FINAL PROOF SURVEY**  
UNDER

Application No. 43258 Permit No. 22204  
IN NAME OF

VERDA CROOK

Surveyed March 29 1973, by R. B. Mucken

DFP-ILL-20 7P

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THIS MAP IS FOR ASSESSMENT AND TAXATION PURPOSES ONLY

SEC. 8 T.9S. R.5W. W.M.  
Polk County  
1" = 400'

9.5.8

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JUN 2 2023  
OWRD

6 5  
7 8

See Map 9.5.5

See Map 9.5.7

See Map 9.5.9

Canceled No.  
101A1  
102

2-27

2-27

200  
132.53 AC.

103  
112.76 AC.

100  
131.44 AC.

101  
8.01 AC.  
101A1

S.E. CORNER  
SARAH A. BOWMAN  
DLC NO. 51

300  
75.00 AC.  
S.W. CORNER  
JOHN H. SMITH  
DLC NO. 56

N.E. CORNER  
DAVID R. LEWIS  
DLC NO. 55

N.W. CORNER  
JAMES SMITH  
DLC NO. 56

400  
88.70 AC.

S.E. CORNER  
JOHN H. SMITH  
DLC NO. 56

N.W. CORNER  
JAMES SMITH  
DLC NO. 56

500  
21.99 AC

INT. CORNER  
DLC NO. 56

S'LY N.E. CORNER  
JAMES SMITH  
DLC NO. 56

N.W. CORNER  
DLC NO. 57

S.E. CORNER  
JONATHAN LEGGETT  
DLC NO. 53

7 8  
18 17

See Map 9.5.17

8 9  
17 16

UNSURE ABOUT THIS AREA  
GAP

400

400

LITTLE LUDLAMUTE RIVER

103

100

400

500

INT. CORNER  
DLC NO. 56

S'LY N.E. CORNER  
JAMES SMITH  
DLC NO. 56

N.W. CORNER  
DLC NO. 57

2-27

2-27

**Part 4 of 4 – Lease Provisions and Party Signatures**

<p><b>Term of the Lease (may be from 1 year up to 5 years):</b>                  The lease is requested to begin in: month <u>6</u> year <u>2023</u> and end: month <u>10</u> year <u>2023</u>                  Note: The begin month is generally the first month of the irrigation season and the end month is the last month in the irrigation season. If not an irrigation right, this would be the first and last month of your authorized period of allowed use.</p>	
<p><b>Public use:</b> Check the public use(s) this lease will serve (as defined by ORS 537.332):</p> <p><input checked="" type="checkbox"/> Conservation, maintenance and enhancement of aquatic, fish and wildlife, fish and wildlife habitat and any other ecological values.</p> <p><input type="checkbox"/> Recreation</p> <p><input type="checkbox"/> Pollution abatement</p> <p><input type="checkbox"/> Navigation</p>	<p><b>Termination provision (for multiyear leases):</b>  <b>The parties to the lease request (choose one):</b></p> <p><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.</p> <p><input type="checkbox"/> b. The option of terminating the lease prior to expiration of the full term, with consent by all parties to the lease.</p> <p><input type="checkbox"/> c. The parties would not like to include a Termination Provision.                  (See instructions for limitations to this provision)</p>
<p><b>Additive/Replacing Relationship to other instream water rights:</b> Instream leases are generally additive to other existing instream water rights created as a result of instream leases, transfers and/or allocations of conserved water. Since instream leases are also generally senior to other instream rights created through a state agency process or conversion of minimum flows, they generally replace a portion of these junior instream rights.</p> <p>If you would like this lease to relate to other instream water rights differently, please check this box. <input type="checkbox"/>                  And attach an explanation of your intent.</p>	
<p><b>Validity of the Right(s) to be leased (check the appropriate box):</b></p> <p><input checked="" type="checkbox"/> The water right(s) to be leased have been used under the terms and conditions of the right(s) during the last five years or have been leased instream; or</p> <p><input type="checkbox"/> The water right(s) have not been used for the last five years according to the terms and conditions of the right(s). However, the water right(s) is not subject to forfeiture under ORS 540.610(2). Documentation describing why the water right(s) is not subject to forfeiture is provided.</p>	

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

**The undersigned declare:**

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

Rainbow Hill Ranch Inc  
 by

Date: 6-16-23

Signature of Lessor

Printed name (and title): \_\_\_\_\_ Business name, if applicable: \_\_\_\_\_

Mailing Address (with state and zip): \_\_\_\_\_

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

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**See next page for additional signatures.**



\_\_\_\_\_ Date: \_\_\_\_\_

Signature of Co-Lessor

Printed name (and title): \_\_\_\_\_

Business/organization name: \_\_\_\_\_

Mailing Address (with state and zip): \_\_\_\_\_

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

\_\_\_\_\_ Date: \_\_\_\_\_

Signature of Lessee

Printed name (and title): \_\_\_\_\_

Business/organization name: \_\_\_\_\_

Mailing Address (with state and zip): \_\_\_\_\_

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

**\*\* 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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