

INSTRUCTIONS:

This checklist is intended to facilitate the Department of Water Resources' ("Department") processing of water rights transfer applications within the Deschutes Basin for the 2025 calendar year. The Confederated Tribes of the Warm Springs Reservation of Oregon ("Tribe") has reviewed this checklist. The Tribe does not object to the Department's processing of any water rights transfer applications that meets a "Yes" of all applicable checklist items, and therefore satisfies the "Meets Requirements" category at the top of this checklist. When the checklist is so satisfied, the Department may process the application in accordance with applicable law, and the Department's customary practice.

Water rights transfer applications that meet all of the checklist criteria appear to present a low risk of injury to the Tribal Reserved Water Right as defined in the Confederated Tribes of the Warm Springs Reservation Water Rights Settlement Agreement, dated November 17, 1997, as amended. The Tribe does not waive its right to dispute or challenge any transfer application, whether or not they satisfy this checklist, on the basis that the transfer injures the Tribal Reserved Water Right or other federally-reserved water right held by the Tribe. The Tribe expressly reserves, and does not waive, all rights, claims, and defenses that it may possess in connection with the application, including, but not limited to, whether the application violates the Treaty of June 25, 1855, with the Tribes of Middle Oregon, 12 Stat. 963, or the Confederated Tribes of the Warm Springs Reservation Water Rights Settlement Agreement, dated November 17, 1997, as amended.

The Tribe further reserves the right to conduct additional analysis on any transfer that is submitted to the Department with a completed checklist. The Tribe reserves the right to consider, among other things, the risk of localized impacts, cumulative impacts, water quality, return flows, groundwater recharge, Habitat Conservation Plan flow augmentation agreements, water bank transactions, and additional analyses received from the Tribe's staff, Department, applicant, or third party.

A "temporary instream lease" is any instream lease lasting five (5) years or less.

This checklist applies to surface water transfers only. This checklist does not apply to groundwater transfers.

If you have any questions about this checklist, please contact:

Jessi Talbott or Mikaela Watson, on behalf of Central Oregon Irrigation District, via e-mail at:

jtalbott@coid.org
mwatson@coid.org

Alison K. Toivola or Josh Newton of Best Best & Krieger, LLP, on behalf of the Tribe, via e-mail at:

Alison.Toivola@bbklaw.com
Josh.Newton@bbklaw.com

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CTWS Low-Risk Transfer Checklist Requirements

Patron Name/Applicant Name : COID / DRC

Transfer Type: Temporary Instream Lease

Transfer #: COID-2025-03

Review Date: 2/27/25

Meets Requirements: ☒

Does Not Meet Requirements: ☐

Checklist Completed By: M. Watson

Water Right Transfer - Check Applicable Transfer Type

Own Lands Transfer ☐

Water Right Sale ☐

	YES	NO	Comments:
Transfer Within Same District Boundary	<input type="checkbox"/>	<input type="checkbox"/>	
On/Off Lands Balance	<input type="checkbox"/>	<input type="checkbox"/>	
On/Off Lands Within Five (5) Miles	<input type="checkbox"/>	<input type="checkbox"/>	
No Increase in Diversion Amount	<input type="checkbox"/>	<input type="checkbox"/>	
No Change in Type of use	<input type="checkbox"/>	<input type="checkbox"/>	
No Change in Point of Diversion or Appropriation	<input type="checkbox"/>	<input type="checkbox"/>	
On/Off Lands Served by Same Canal	<input type="checkbox"/>	<input type="checkbox"/>	Identify Canal:
NOT a Multi-Step Transfer	<input type="checkbox"/>	<input type="checkbox"/>	
NOT a Mitigation Credit	<input type="checkbox"/>	<input type="checkbox"/>	

Temporary Instream Lease	YES	NO	Comments:
Decrease in Diversion - Increased River Flows	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Transfer of Surface Water ONLY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
No Potential for Measurable Impact to Crooked River	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
No Potential for Measurable Impact to Whychus Creek	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
No Potential for Measurable Impact to Deschutes River	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

Summary of Transfer:

Pooled instream lease water right transfer for the 2025 irrigation season. Expires 10/31/25.

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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 #	<u>IL-2082</u>
	District #	<u>COID 25-03</u>

Check all items included
with this application. (N/A =
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 <u>or</u> <input checked="" type="checkbox"/> Fee Charged to customer account <u>Deschutes River Conservancy (Account name)</u>	

Not

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

☒ **Part 1 – Completed Minimum Requirements Checklist**

☒ **Part 2 – Completed District and Other Party Signature Page**

☒ **Part 3 – Completed Place of Use and Lessor Signature Page**

(Include a separate **Part 3** for each Lessor.)

☒ **Part 4 – Completed Water Right and Instream Use Information**

(Include a separate **Part 4** for each Water Right.)

☒ **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.

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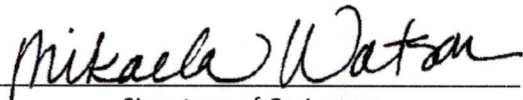
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Part 2 of 4 – District and other party Signature

Term of the Lease: The lease is requested to begin in: <u>month April year 2025</u> and end: <u>month October year 2025</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 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: 2/27/25
Signature of Co-Lessor

Printed name (and title): Mikaela Watson, Water Rights Project Assistant

Business/Organization name: Central Oregon Irrigation District

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

Phone number (include area code): 541-504-7586 **E-mail address: mwatson@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: _____

See next page for additional signatures.

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Alex Ehrens

Date: 2/25/2025

Signature of Lessee

Printed name (and title): Alex Ehrens, Program Manager

Business/organization name: Deschutes River Conservancy

Mailing Address (with state and zip): 805 SW Industrial Way, Ste 5, Bend, OR 97702

Phone number (include area code): 541-382-4077 **E-mail address: alex@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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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	Acre	Other Information (such as conditions/limitations on the right)	Rate (cfs)	Volume (af)
10/31/1900	1	IR	68.16	Season 1 rate/Total Volume	0.844	668.52
10/31/1900	1	IR	68.16	Season 2 rate	1.125	
10/31/1900	1	IR	68.16	Season 3 rate	1.487	
12/02/1907	1	IR	68.16	Season 3 rate	0.596	

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

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

Table 3

Instream Use created by the lease	River Basin: <u>Deschutes</u>	River/Stream Name: <u>Deschutes River, tributary to Columbia River</u>				
Proposed Instream Reach: <input checked="" type="checkbox"/> A reach typically begins at the POD and ends at the mouth of the source stream: From the POD <u>1</u> to the <u>mouth</u>		Or Proposed Instream Point: <input type="checkbox"/> Instream use protected at the POD				
OR <input type="checkbox"/> Please check this box if you are not sure of the proposed reach and want water to be protected within a reach below the POD, if possible. If no reach is identified or the above box is not checked, and there is only one POD listed on the water right, the lease may be processed to be protected at the POD.)						
Instream Portion: May not exceed the maximum rate/volume for the right (identified in Table 2) Use the table 3 to illustrate the instream rate, volume and instream period by priority date, POD, Use and acreage, as appropriate. If not enough room below, you may add rows (see instructions) or create a spreadsheet (clearly labeled and matching the below portion of Table 3) and attach.						
Priority date	POD #	Use	Acre	Proposed Instream Period	Instream Rate (cfs)	Total instream volume (af)
10/31/1900	1	IR	68.16	Season 1 rate/Total Volume	0.469	371.51
10/31/1900	1	IR	68.16	Season 2 rate	0.625	
10/31/1900	1	IR	68.16	Season 3 rate	1.157	

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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: Leased instream as 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**

Enter Total Number of Acres to be Leased Instream Here from POD #1 (CO Canal)	68.160
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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		0.844	0.844	
Season 2		1.125	1.125	
Season 3		2.083	1.487	0.596

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
	668.52	

Rate (CFS) 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	Volume (AF) leased instream for Section 2.2 of the Lease Application Form
Season 1	0.469	Enter Duty on Instream Lease Application Form
Season 2	0.625	Duty (decree) AF/Acre = 5.45
Season 3	1.157	Max volume = 371.51

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	52.09	Total = 371.51
Season 2	30	37.19	
Season 3	123	282.27	
	Season total =	371.55	
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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Patron ID	Name	Acres	Term	Exp	Canal	TRSQL	Mailing Address	City	State	Zip	Agreement #	OWRD #	Zoning
5100	AC Investments, LLC	1.07	1-Year	10/31/2025	CO4	151520SESE00500	8215 SW Hwy 126	Powell Butte	OR	97753	COID 2025-03		EFU3
6176	CTH Investments, LLC	1.05	1-Year	10/31/2025	CO4	151401SENW00200	14787 SW Millikan Way	Beaverton	OR	97003	COID 2025-03		EFU3
6176	CTH Investments, LLC	2.99	1-Year	10/31/2025	CO4	151401SWNE00200	14787 SW Millikan Way	Beaverton	OR	97003	COID 2025-03		EFU3
6176	CTH Investments, LLC	0.52	1-Year	10/31/2025	CO4	151401NENW00200	14787 SW Millikan Way	Beaverton	OR	97003	COID 2025-03		EFU3
6176	CTH Investments, LLC	3.42	1-Year	10/31/2025	CO4	151401NWNE00200	14787 SW Millikan Way	Beaverton	OR	97003	COID 2025-03		EFU3
6161	Lozano, Roberticio	0.45	1-Year	10/31/2025	CO1	171212NWSE00301	63680 Gentry Loop	Bend	OR	97701	COID 2025-03		409-Tract
4059	MLW Associates	0.34	1-Year	10/31/2025	CO3	171425NWNW00500	PO Box 119	Washougal	WA	98671	COID 2025-03		550-Farm
4059	MLW Associates	0.92	1-Year	10/31/2025	CO3	171425SWNW00500	PO Box 119	Washougal	WA	98671	COID 2025-03		550-Farm
706720	Swindle, James/Linda	1.23	1-Year	10/31/2025	CO4	151412NESE00501	11235 SW JL Ranch Rd	Powell Butte	OR	97753	COID 2025-03		EFU3
6237	AmbBax, LLC	0.21	1-Year	10/31/2025	CO3	171428NENE00101	25490 Alfalfa Market Rd	Bend	OR	97701	COID 2025-03		551-Farm
4132	Stowell, Michael/Susan	0.21	1-Year	10/31/2025	CO2	171333NENW00400	22901 Alfalfa Market Rd	Bend	OR	97701	COID 2025-03		401-Tract
4378	White Family Trust	1.33	1-Year	10/31/2025	CO3	181409NWNW00100	25325 Dodds Rd	Bend	OR	97701	COID 2025-03		551-Farm
4378	White Family Trust	0.80	1-Year	10/31/2025	CO3	181409NENW00100	25325 Dodds Rd	Bend	OR	97701	COID 2025-03		551-Farm
4378	White Family Trust	0.24	1-Year	10/31/2025	CO3	181409SWNW00100	25325 Dodds Rd	Bend	OR	97701	COID 2025-03		551-Farm
4378	White Family Trust	0.20	1-Year	10/31/2025	CO3	181409SENW00100	25325 Dodds Rd	Bend	OR	97701	COID 2025-03		551-Farm
6255	Helen Hartmann Tran Trust	2.47	1-Year	10/31/2025	CO2	181305SENW00301	PO Box 111387	Campbell	CA	95011	COID 2025-03		471-Tract
1428	Swaney, Sarah/Robert	0.58	1-Year	10/31/2025	CO2	171328NESE00300	62515 Stenkamp Rd	Bend	OR	97701	COID 2025-03		451-Tract
4520	Kozowski, Eric/Kristen	1.21	1-Year	10/31/2025	CO2	171333NENE00100	23145 Alfalfa Market Rd	Bend	OR	97701	COID 2025-03		551-Farm
4530	Witte, Greg/Stacey	0.80	1-Year	10/31/2025	CO2	171332NWSW01103	62200 Deer Trail Rd	Bend	OR	97701	COID 2025-03		575-Wildlife
6259	143 Investments, LLC	4.16	1-Year	10/31/2025	CO1	181202SENW01003	63026 NE Lower Meadow Dr.	Bend	OR	97701	COID 2025-03		550-Farm
2713	James, Donald/Dorothy	5.70	1-Year	10/31/2025	CO3	161408NENE00108	10801 SW McCafferty Rd	Powell Butte	OR	97753	COID 2025-03		EFU3
2713	James, Donald/Dorothy	4.30	1-Year	10/31/2025	CO3	161408SENE00108	10801 SW McCafferty Rd	Powell Butte	OR	97753	COID 2025-03		EFU3
4392	Armstrong, Jonathan/Katherine	0.87	1-Year	10/31/2025	CO2	181304SENW00700	61785 Harmony Ln	Bend	OR	97702	COID 2025-03		551-Farm
4392	Armstrong, Jonathan/Katherine	0.03	1-Year	10/31/2025	CO2	181304NESW00700	61785 Harmony Ln	Bend	OR	97702	COID 2025-03		551-Farm
5781	Gaspar, Gary/ Dupont-Gayosso, Ana	4.15	1-Year	10/31/2025	CO1	171319NWSW01400	62920 Dickey Rd	Bend	OR	97701	COID 2025-03		551-Farm
6012	Pelaez, Alexander/Ashley	0.38	1-Year	10/31/2025	CO2	171333NENW00101	22969 Alfalfa Market Rd	Bend	OR	97701	COID 2025-03		401-Tract
6302	Speyer, Brandon/LaShell	2.26	1-Year	10/31/2025	CO3	171421SESE09000	25570 Elk Ln	Bend	OR	97701	COID 2025-03		409-Tract
4623	Butler & Hamby, LLC	5.80	1-Year	10/31/2025	CO1	171224SENW00409	9292 Wardley Park Ln	Brentwood	TN	37027	COID 2025-03		550-Farm
4623	Butler & Hamby, LLC	12.50	1-Year	10/31/2025	CO1	171224SWNW00409	9292 Wardley Park Ln	Brentwood	TN	37027	COID 2025-03		550-Farm
4623	Butler & Hamby, LLC	7.30	1-Year	10/31/2025	CO1	171224SENW00410	9292 Wardley Park Ln	Brentwood	TN	37027	COID 2025-03		550-Farm
4889	Stoller, Daniel/Mary	0.67	1-Year	10/31/2025	CO3	171422SWSE01200	10839 S Toliver Rd	Molalla	OR	97038	COID 2025-03		551-Farm
Total acres:		68.16											

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

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

Table 1

Irrigation District or other Water Purveyor Name: Central Oregon Irrigation District												
Specify Water Right, Priority Date, point of diversion(s) (POD), place of use, tax lot, gov't lot/DLC, acres to be leased, original use type, certificate page number, and any previous lease.												
If not enough room below, you may add rows (see instructions) or create a spreadsheet/table (matching Table 1) and attach.												
Any attached table should include reference to the Lessor.												
Water Right #	Priority Date	POD #	Twp	Rng	Sec	Q-Q	Tax Lot	Gov't Lot/DLC #	Acres	Use	Page #	Previous Lease #
94956	10/31/1900	1	15 S	15 E	20	SE SE	500		1.07	IR	29	None

Any additional information about the right: _____

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

The undersigned declare:

1. I/We agree during the term of this lease to suspend use of water allowed under the water right(s) involved in the lease as well as 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.

Michael Cowan
 Signature of Lessor

Date: 4/14/25

Printed name (and title) Michael Cowan Business name, if applicable: AC Investments, LLC
 Mailing Address (with state and zip): 8215 SW Hwy 126 Powell Butte, OR 97753
 Phone number (include area code): 503-550-5047

**E-mail address: tcowan@farmandtonic.com

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Business Name Search

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Business Entity Data

11-22-2024

08:14

Registry Nbr	Entity Type	Entity Status	Jurisdiction	Registry Date	Next Renewal Date	Renewal Due?
065653-94	DLLC	INA	OREGON	02-19-2002		
Entity Name	A.C. INVESTMENTS, LLC					
Foreign Name						

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Associated Names

Type	PPB	PRINCIPAL PLACE OF BUSINESS					Salem, OR	
Addr 1	16860 SW PARRETT MOUNTAIN RD							
Addr 2								
CSZ	SHERWOOD	OR	97140	8553	Country	UNITED STATES OF AMERICA		

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

Please click [here](#) for general information about registered agents and services provided.

Type	AGT	REGISTERED AGENT	Start Date	12-29-2016	Resign Date	
Of Record	1137535-94	BRIX LAW SERVICE COMPANY LLC				
Addr 1	75 SE YAMHILL ST STE 202					
Addr 2						
CSZ	PORTLAND	OR	97214	Country	UNITED STATES OF AMERICA	

Type	MAL	MAILING ADDRESS				
Addr 1	16860 SW PARRETT MOUNTAIN RD					
Addr 2						
CSZ	SHERWOOD	OR	97140	8553	Country	UNITED STATES OF AMERICA

Type	MEM	MEMBER					Resign Date	
Name	MICHAEL			COWAN				
Addr 1	16860 SW PARRETT MOUNTAIN RD							
Addr 2								
CSZ	SHERWOOD	OR	97140	8553	Country	UNITED STATES OF AMERICA		

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Name History







Business Entity Name	Name Type	Name Status	Start Date	End Date
A.C. INVESTMENTS, LLC	EN	CUR	02-19-2002	

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Summary History

Image Available	Action	Transaction Date	Effective Date	Status	Name/Agent Change	Dissolved By
	ADMINISTRATIVE DISSOLUTION	05-23-2019		SYS		
	ANNUAL REPORT PAYMENT	02-09-2018		SYS		
	ANNUAL REPORT PAYMENT	01-26-2017		SYS		
	AMNDMT TO ANNUAL RPT/INFO STATEMENT	12-29-2016		FI	Agent	
	ANNUAL REPORT PAYMENT	02-02-2016		SYS		
	REINSTATEMENT AMENDED	10-08-2015		FI		Received by OWRD FEB 27 2025
	ADMINISTRATIVE DISSOLUTION	04-17-2015		SYS		Salem, OR
	ANNUAL REPORT PAYMENT	03-13-2014		SYS		
	AMNDMT TO ANNUAL RPT/INFO STATEMENT	03-18-2013		FI		
	ANNUAL REPORT PAYMENT	03-15-2013		SYS		
	CHANGE OF REGISTERED AGENT/ADDRESS	04-09-2012		FI	Agent	
	NOTICE RESIGNED AGENT OF 30 DAYS	02-24-2012		SYS		
	ANNUAL REPORT PAYMENT	02-02-2012		SYS		
	AGENT RESIGNATION	01-23-2012		FI	Agent	
	CHANGE OF REGISTERED AGENT/ADDRESS	03-22-2011		FI		
	ANNUAL REPORT	01-31-2011		FI		
	ANNUAL REPORT PAYMENT	02-09-2010		SYS		
	ANNUAL REPORT	03-31-2009		FI		
	ANNUAL REPORT PAYMENT	02-07-2008		SYS		
	ANNUAL REPORT PAYMENT	02-01-2007		SYS		
	ANNUAL REPORT PAYMENT	02-14-2006		SYS		

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

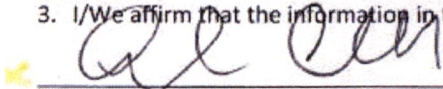
**Complete Table 1 Identify water right(s) proposed to be leased instream
Provide a separate Part 3 for each Lessor (water right interest holder/landowner)**

Table 1

Irrigation District or other Water Purveyor Name: Central Oregon Irrigation District															
Specify Water Right, Priority Date, point of diversion(s) (POD), place of use, tax lot, gov't lot/DLC, acres to be leased, original use type, certificate page number, and any previous lease.															
If not enough room below, you may add rows (see instructions) or create a spreadsheet/table (matching Table 1) and attach.															
Any attached table should include reference to the Lessor.															
Water Right #	Priority Date	POD #	Twp	Rng	Sec	Q-Q		Tax Lot	Gov't Lot/DLC #	Acres	Use	Page #	Previous Lease #		
94956	10/31/1900	1	15 S	14 E	01	SE	NW	200		1.05	IR	22	None		
94956	10/31/1900	1	15 S	14 E	01	SW	NE	200		2.99	IR	22	None		
94956	10/31/1900	1	15 S	14 E	01	NE	NW	200		0.52	IR	22	None		
94956	10/31/1900	1	15 S	14 E	01	NW	NE	200		3.42	IR	22	None		
Any additional information about the right: _____															
Farm Deferral Tax Status: Counties make the determination of whether a property qualifies for the farm use assessment without consideration of whether the lands have an associated water right which is leased instream. If you have questions regarding the farm use assessment you should contact your local county assessor. You should contact your County for any weed ordinance and management requirements.															

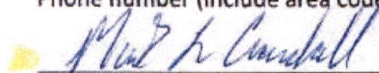
The undersigned declare:

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


Signature of Lessor

Date: 1-23-25

Printed name (and title) Angela Crandall Business name, if applicable: CTH Investments, LLC
Mailing Address (with state and zip): 1487 SW Millikan Way Beaverton, OR 97003
Phone number (include area code): 503-201-5980 **E-mail address: angela@crandallgroup.com


Signature of Lessor

Date: 1-22-2025

Printed name (and title): Mark Crandall Business name, if applicable: CTH Investments, LLC
Mailing Address (with state and zip): 1487 SW Millikan Way Beaverton, OR 97003
Phone number (include area code): 503-201-5981 **E-mail address: mark@crandallgroup.com

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Salem, OR

Business Name Search

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Business Entity Data

11-22-2024
08:36

Registry Nbr	Entity Type	Entity Status	Jurisdiction	Registry Date	Next Renewal Date	Renewal Due?
095123-93	DLLC	ACT	OREGON	07-29-2002	07-29-2025	
Entity Name	CTH INVESTMENTS, LLC					
Foreign Name						

Received by OWRD

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Associated Names

FEB 27 2025

Type	PPB	PRINCIPAL PLACE OF BUSINESS		Salem, OR
Addr 1	14787 SW MILLIKAN WAY			
Addr 2				
CSZ	BEAVERTON	OR	97003	Country UNITED STATES OF AMERICA

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

Type	AGT	REGISTERED AGENT	Start Date	07-14-2020	Resign Date	
Name	MARK	CRANDALL				
Addr 1	14787 SW MILLIKAN WAY					
Addr 2						
CSZ	BEAVERTON	OR	97003	Country	UNITED STATES OF AMERICA	

Type	MAL	MAILING ADDRESS				
Addr 1	14787 SW MILLIKAN WAY					
Addr 2						
CSZ	BEAVERTON	OR	97003	Country	UNITED STATES OF AMERICA	

Type	MEM	MEMBER			Resign Date	
Of Record	472910-91	K & K HOLDINGS, LLC				
Addr 1	14787 SW MILLIKAN WAY					
Addr 2						
CSZ	BEAVERTON	OR	97003		Country	UNITED STATES OF AMERICA

Type	MGR	MANAGER		Resign Date		
Name	ANGELA	N	CRANDALL			
Addr 1	14787 SW MILLIKAN WAY					

Addr 2										
CSZ	BEAVERTON	OR	97003		Country	UNITED STATES OF AMERICA				
Type	MGR	MANAGER						Resign Date		
Name	MARK		L	CRANDALL						
Addr 1	14787 SW MILLIKAN WAY									
Addr 2										
CSZ	BEAVERTON	OR	97003		Country	UNITED STATES OF AMERICA				

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Name History







Business Entity Name	Name Type	Name Status	Start Date	End Date
CTH INVESTMENTS, LLC	EN	CUR	07-29-2002	

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Summary History

Image Available	Action	Transaction Date	Effective Date	Status	Name/Agent Change	Dissolved By
	AMENDED ANNUAL REPORT	06-19-2024		FI		Received by OWRD FEB 27 2025 Salem, OR
	AMENDED ANNUAL REPORT	06-14-2023		FI		
	AMENDED ANNUAL REPORT	07-26-2022		FI		
	AMENDED ANNUAL REPORT	07-28-2021		FI		
	AMENDED ANNUAL REPORT	07-14-2020		FI	Agent	
	AMNDMT TO ANNUAL RPT/INFO STATEMENT	11-14-2019		FI	Agent	
	ANNUAL REPORT PAYMENT	06-24-2019		SYS		
	ANNUAL REPORT PAYMENT	06-21-2018		SYS		
	ANNUAL REPORT PAYMENT	06-19-2017		SYS		
	ANNUAL REPORT PAYMENT	06-23-2016		SYS		
	ANNUAL REPORT PAYMENT	06-26-2015		SYS		
	ANNUAL REPORT PAYMENT	06-26-2014		SYS		
	ANNUAL REPORT PAYMENT	06-18-2013		SYS		
	ANNUAL REPORT PAYMENT	06-19-2012		SYS		

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

Complete Table 1 Identify water right(s) proposed to be leased instream

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

Table 1

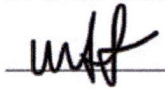
Irrigation District or other Water Purveyor Name: Central Oregon Irrigation District												
Specify Water Right, Priority Date, point of diversion(s) (POD), place of use, tax lot, gov't lot/DLC, acres to be leased, original use type, certificate page number, and any previous lease. If not enough room below, you may add rows (see instructions) or create a spreadsheet/table (matching Table 1) and attach. Any attached table should include reference to the Lessor.												
Water Right #	Priority Date	POD #	Twp	Rng	Sec	Q-Q	Tax Lot	Gov't Lot/DLC #	Acres	Use	Page #	Previous Lease #
94956	10/31/1900	1	17 S	12 E	12	NW SE	301		0.45	IR	35	None

Any additional information about the right: _____

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

The undersigned declare:

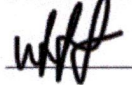
1. I/We agree during the term of this lease to suspend use of water allowed under the water right(s) involved in the lease as well as and any other appurtenant primary or supplemental water right(s); and
2. I/We certify are the lessor(s) (water right interest holder) of the water right(s) in Table 1.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



Signature of Lessor

Date: 02/14/2025

Printed name (and title) Roberticio Trejo Lozano Business name, if applicable: Trejo Lawn Care
Mailing Address (with state and zip): 63680 Gentry Loop Bend, OR 97701
Phone number (include area code): 541-527-5810 **E-mail address: williamtrejo9118@icloud.com



Signature of Lessor

Date: 02/14/2025

Printed name (and title): Adriana Trejo Gamez Business name, if applicable: Trejo Lawn Care
Mailing Address (with state and zip): 63680 Gentry Loop Bend, OR 97701
Phone number (include area code): **E-mail address: WilliamTrejo9118@icloud.com

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Salem, OR

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

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

Table 1

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

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


Water Right #	Priority Date	POD #	Twp	Rng	Sec	Q-Q	Tax Lot	Gov't Lot/DLC #	Acres	Use	Page #	Previous Lease #
94956	10/31/1900	1	17 S	14 E	25	SW NW	500		0.92	IR	43	None
94956	10/31/1900	1	17 S	14 E	25	NW NW	500		0.34	IR	43	None

Any additional information about the right:

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

The undersigned declare:

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

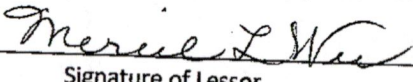

 Signature of Lessor

Date: 12/2/2024

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

Mailing Address (with state and zip): PO Box 119 Washougal, WA 98671

Phone number (include area code): 626-255-9999 **E-mail address: nwu_reg@yahoo.com


 Signature of Lessor

Date: 12/2/2024

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

Mailing Address (with state and zip): PO Box 119 Washougal, WA 98671

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Salem, OR

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Salem, OR

PARTNERSHIP AGREEMENT OF

MLW ASSOCIATES

a General Partnership

THIS PARTNERSHIP AGREEMENT is made as of this 1st
day of December, 1983, by and among NYWOOD WU, MERIEL WU,
MELISSA LIANE WU, MEREDITH LYNDON WU, and MICHELLE LAUREN WU,
hereinafter individually and collectively referred to as the
"Partners."

R E C I T A L S

1. The Partners desire to enter into a partnership (the "Partnership") for the purposes and under the terms specified in this Agreement.
2. The Partners wish to enter into a written agreement clearly specifying the terms and conditions under which the Partnership is to operate.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the mutual promises, agreements and covenants herein contained, the parties hereto covenant and agree as follows:

ARTICLE I

NATURE OF PARTNERSHIP

- 1.1 Name of Partnership. The name of the Partnership shall be MLW ASSOCIATES; however, the Partnership shall

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Salem, OR

for examination by any Partner or his or her authorized representatives at any time.

5.3 Handling Funds. All Partnership funds shall be deposited in the Partnership's name and shall be subject to withdrawal only on the signature of the Managing Partner or such other Partner or Partners as may be designated from time to time by vote of a majority in interest of the Partners.

5.4 Accounting. A complete accounting of the Partnership's affairs as of the close of business on the last day of the Partnership's fiscal year shall be rendered to each Partner within ninety (90) days of that date each year.

ARTICLE VI

RIGHTS AND DUTIES OF PARTNERS

6.1 Management. Management of the Partnership shall be allocated between the Partners and a Managing Partner, as set forth below.

6.1.1 Election of Managing Partner. A Managing Partner shall be elected by vote of Partners holding a majority in interest in the profits of the Partnership and shall serve until his or her successor is elected. The original Managing Partner of the Partnership shall be NYWOOD WU.

6.1.2 Authority of Managing Partner. The Managing Partner shall have authority and control over the day-to-day business of the Partnership and shall assume direction of the Partnership's business operations. Except as

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9.12 Definitions. In this Agreement the neuter gender includes the feminine and masculine and the singular number includes the plural and the words "person", and "party" include corporation, partnership, firm, trust or association whenever the context so requires.

9.13 Indemnification. Each Partner shall indemnify and hold harmless the Partnership and each of the other Partners from and against any and all expense and liability resulting from or arising out of any negligence or misconduct on his or her part to the extent that the amount exceeds the applicable insurance carried by the Partnership.

IN WITNESS WHEREOF, the Partners have executed this Agreement as of the date first written above.

Nywood St
Nywood Wu

Meriel L. Wu
Meriel Wu
2.

Melissa Liane St
Melissa Liane Wu, By
Nywood Wu Nywood St

Meredith Lyndon Wu
Meredith Lyndon Wu, By
Meriel Wu by Meriel L. Wu

Michelle Lauren St
Michelle Lauren Wu, By
Nywood Wu Nywood St

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

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

Table 1

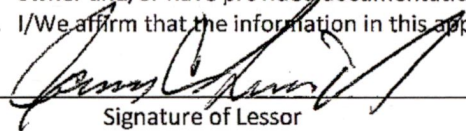
Irrigation District or other Water Purveyor Name: Central Oregon Irrigation District													
Specify Water Right, Priority Date, point of diversion(s) (POD), place of use, tax lot, gov't lot/DLC, acres to be leased, original use type, certificate page number, and any previous lease.													
If not enough room below, you may add rows (see instructions) or create a spreadsheet/table (matching Table 1) and attach.													
Any attached table should include reference to the Lessor.													
Water Right #	Priority Date	POD #	Twp	Rng	Sec	Q-Q	Tax Lot	Gov't Lot/DLC #	Acres	Use	Page #	Previous Lease #	
94956	10/31/1900	1	15 S	14 E	12	NE SE	501		1.23	IR	23	None	

Any additional information about the right: _____

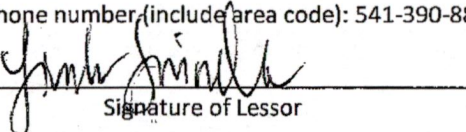
Farm Deferral Tax Status: Counties make the determination of whether a property qualifies for the farm use assessment without consideration of whether the lands have an associated water right which is leased instream. If you have questions regarding the farm use assessment you should contact your local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

The undersigned declare:

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


Signature of Lessor Date: 12-9-24

Printed name (and title) James Swindle Business name, if applicable: _____
Mailing Address (with state and zip): 11235 SW R/L Ranch Rd Powell Butte, OR 97753
Phone number (include area code): 541-390-8822- **E-mail address: jimswindle02@gmail.com


Signature of Lessor Date: 12-9-24

Printed name (and title): Linda Swindle Business name, if applicable: _____
Mailing Address (with state and zip): 11235 SW R/L Ranch Rd Powell Butte, OR 97753
Phone number (include area code): 541-419-9253 **E-mail address: jlranh1@yahoo.com

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Please Advise that
you receive this
Thank!

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

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

Table 1

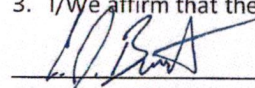
Irrigation District or other Water Purveyor Name: Central Oregon Irrigation District													
Specify Water Right, Priority Date, point of diversion(s) (POD), place of use, tax lot, gov't lot/DLC, acres to be leased, original use type, certificate page number, and any previous lease. If not enough room below, you may add rows (see instructions) or create a spreadsheet/table (matching Table 1) and attach. Any attached table should include reference to the Lessor.													
Water Right #	Priority Date	POD #	Twp	Rng	Sec	Q-Q	Tax Lot	Gov't Lot/DLC #	Acres	Use	Page #	Previous Lease #	
94956	10/31/1900	1	17 S	14 E	28	NE NE	101		0.21	IR	44	None	

Any additional information about the right: _____

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

The undersigned declare:

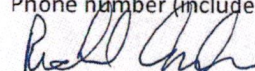
1. I/We agree during the term of this lease to suspend use of water allowed under the water right(s) involved in the lease as well as and any other appurtenant primary or supplemental water right(s); and
2. I/We certify are the lessor(s) (water right interest holder) of the water right(s) in Table 1.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



Signature of Lessor

Date: 1.10.2025

Printed name (and title) Chet Baxter Business name, if applicable: AmbBax, LLC
Mailing Address (with state and zip): 25490 Alfalfa Market Rd. Bend, OR 97701
Phone number (include area code): 541-420-9596 **E-mail address: baxter189@gmail.com



Signature of Lessor

Date: 1/10/25

Printed name (and title) Richard Ambrose Business name, if applicable: AmbBax, LLC
Mailing Address (with state and zip): 25490 Alfalfa Market Rd. Bend, OR 97701
Phone number (include area code): **E-mail address:

Received by OWRD

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Salem, OR

Business Name Search

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Business Entity Data

12-06-2024

13:15

Registry Nbr	Entity Type	Entity Status	Jurisdiction	Registry Date	Next Renewal Date	Renewal Due?
2263505-93	DLLC	ACT	OREGON	05-09-2024	05-09-2025	
Entity Name	AMBBAX LLC					
Foreign Name						

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Associated Names

Type	PPB	PRINCIPAL PLACE OF BUSINESS		Salem, OR
Addr 1	25490 ALFALFA MARKET RD			
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	05-09-2024	Resign Date	
Name	CHET	J	BAXTER			
Addr 1	255 SW BLUFF DR SUITE 100					
Addr 2						
CSZ	BEND	OR	97702	Country	UNITED STATES OF AMERICA	

Type	MAL	MAILING ADDRESS		
Addr 1	25490 ALFALFA MARKET RD			
Addr 2				
CSZ	BEND	OR	97701	Country UNITED STATES OF AMERICA

Type	MEM	MEMBER		Resign Date	
Name	CHET	J	BAXTER		
Addr 1	25490 ALFALFA MARKET RD				
Addr 2					
CSZ	BEND	OR	97701	Country	UNITED STATES OF AMERICA

Type	MEM	MEMBER		Resign Date	
Name	RICHARD	N	AMBROSE		
Addr 1	25490 ALFALFA MARKET RD				
Addr 2					

CSZ	BEND	OR	97701		Country	UNITED STATES OF AMERICA
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Name History


Business Entity Name	Name Type	Name Status	Start Date	End Date
AMBBAX LLC	EN	CUR	05-09-2024	

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Summary History

Image Available	Action	Transaction Date	Effective Date	Status	Name/Agent Change	Dissolved By
	ARTICLES OF ORGANIZATION	05-09-2024		FI	Agent	

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please contact : corporation.division@sos.oregon.gov

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

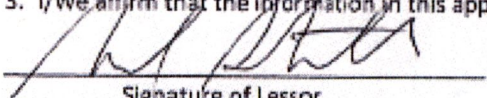
**Complete Table 1 Identify water right(s) proposed to be leased instream
Provide a separate Part 3 for each Lessor (water right interest holder/landowner)**

Table 1

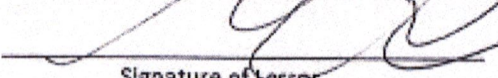
Irrigation District or other Water Purveyor Name: Central Oregon Irrigation District															
Specify Water Right, Priority Date, point of diversion(s) (POD), place of use, tax lot, gov't lot/DLC, acres to be leased, original use type, certificate page number, and any previous lease.															
If not enough room below, you may add rows (see instructions) or create a spreadsheet/table (matching Table 1) and attach.															
Any attached table should include reference to the Lessor.															
Water Right #	Priority Date	POD #	Twp		Rng		Sec	Q-Q		Tax Lot	Gov't Lot/DLC #	Acres	Use	Page #	Previous Lease #
94956	10/31/1900	1	17	S	13	E	33	NE	NW	400		0.21	IR	41	None
Any additional information about the right: _____															
Farm Deferral Tax Status: Counties make the determination of whether a property qualifies for the farm use assessment without consideration of whether the lands have an associated water right which is leased instream. If you have questions regarding the farm use assessment you should contact your local county assessor. You should contact your County for any weed ordinance and management requirements.															

The undersigned declare:

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


Signature of Lessor Date: 2-20-25

Printed name (and title) Michael Stowell Business name, if applicable: _____
Mailing Address (with state and zip): 22901 Alfalfa Market Rd. Bend, OR 97701
Phone number (include area code): 206-229-4945 **E-mail address: mstowell@aviationpartners.com


Signature of Lessor Date: 1-20-25

Printed name (and title): Susan Stowell Business name, if applicable: _____
Mailing Address (with state and zip): 22901 Alfalfa Market Rd. Bend, OR 97701
Phone number (include area code): _____ **E-mail address: _____

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Salem, OR

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

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

Table 1

Irrigation District or other Water Purveyor Name: Central Oregon Irrigation District													
Specify Water Right, Priority Date, point of diversion(s) (POD), place of use, tax lot, gov't lot/DLC, acres to be leased, original use type, certificate page number, and any previous lease.													
If not enough room below, you may add rows (see instructions) or create a spreadsheet/table (matching Table 1) and attach.													
Any attached table should include reference to the Lessor.													
Water Right #	Priority Date	POD #	Twp	Rng	Sec	Q-Q	Tax Lot	Gov't Lot/DLC #	Acres	Use	Page #	Previous Lease #	
94956	10/31/1900	1	18 S	14 E	09	NW NW	100		1.33	IR	49	IL-1295	
94956	10/31/1900	1	18 S	14 E	09	NE NW	100		0.80	IR	49	IL-1295	
94956	10/31/1900	1	18 S	14 E	09	SW NW	100		0.24	IR	49	IL-1295	
94956	10/31/1900	1	18 S	14 E	09	SE NW	100		0.20	IR	49	IL-1295	
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.

Bryan White _____

Signature of Lessor

Date: _____

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

Mailing Address (with state and zip): 25325 Dodds Rd. Bend, OR 97701

Phone number (include area code): 714-651-0599 **E-mail address: bryanscoop@gmail.com

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Salem, OR

Allison White _____

Signature of Lessor

Date: _____

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

Mailing Address (with state and zip): 25325 Dodds Rd. Bend, OR 97701

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

Signature: Bryan White
Bryan White (Dec 16, 2024 17:24 PST)
Email: bryanscoop@gmail.com

Signature: Allison White
Allison White (Dec 16, 2024 12:32 PST)
Email: akwhonestdog@gmail.com

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Salem, OR

**DESCHUTES COUNTY ASSESSOR
REAL PROPERTY ACCOUNT NAMES**

Account # [REDACTED]
Map 18140900 00100
Owner WHITE FAMILY TRUST
WHITE, BRYAN SCOTT TTEE ETAL
25325 DODDS RD
BEND OR 97701

Name Type	Name	Ownership Type	Own Pct
OWNER	WHITE FAMILY TRUST	OWNER	100.00
REPRESENTATIVE	WHITE, BRYAN SCOTT	OWNER AS TRUSTEE	
REPRESENTATIVE	WHITE, ALLISON KENDIS	OWNER AS TRUSTEE	

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**DESCHUTES COUNTY ASSESSOR
REAL PROPERTY ACCOUNT NAMES**

Account # [REDACTED]
Map 18130500 00301
Owner HELEN HARTMANN TRAN TRUST
DRAGOMIR, MIRCEA TTEE
PO BOX 111387
CAMPBELL CA 95011

Name Type	Name	Ownership Type	Own Pct
OWNER	HELEN HARTMANN TRAN TRUST	OWNER	100.00
REPRESENTATIVE	DRAGOMIR, MIRCEA	OWNER AS TRUSTEE	

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

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

Table 1

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

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

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

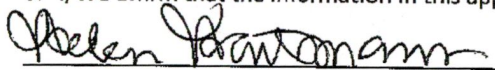
Water Right #	Priority Date	POD #	Twp	Rng	Sec	Q-Q	Tax Lot	Gov't Lot/DLC #	Acres	Use	Page #	Previous Lease #
94956	10/31/1900	1	18 S	13 E	05	SE NW	301		2.47	IR	47	None

Any additional information about the right: _____

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

The undersigned declare:

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

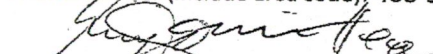

Signature of Lessor

Date: 12/23/24

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

Mailing Address (with state and zip): 61865 Gosney Rd. Bend, OR 97702

Phone number (include area code): 408-599-0620 **E-mail address: hlhartmann@aol.com


Signature of Lessor

Date: 12/16/24

Printed name (and title): Mircea Dragomir, Trustee

Business name, if applicable: Helen Hartmann Tran Trust

Mailing Address (with state and zip): PO Box 111387, Campbell, CA 95011

Phone number (include area code): 1.408.978.8101

**E-mail address: hartmann@dfstrust.com

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Salem, OR

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

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

Table 1

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

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

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

Any attached table should include reference to the Lessor.

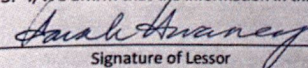
Water Right #	Priority Date	POD #	Twp	Rng	Sec	Q-Q	Tax Lot	Gov't Lot/DLC #	Acres	Use	Page #	Previous Lease #
94956	10/31/1900	1	17 S	13 E	28	NE SE	300		0.58	IR	40	None

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

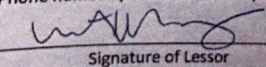

Signature of Lessor

Date: 12-16-24

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

Mailing Address (with state and zip): 62515 Stenkamp Rd. Bend, OR 97701

Phone number (include area code): 541-330-1953 **E-mail address: sarahswaney1@gmail.com


Signature of Lessor

Date: 12/16/24

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

Mailing Address (with state and zip): 62515 Stenkamp Rd. Bend, OR 97701

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

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Salem, OR

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


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

Table 1

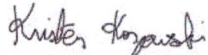
Irrigation District or other Water Purveyor Name: Central Oregon Irrigation District													
Specify Water Right, Priority Date, point of diversion(s) (POD), place of use, tax lot, gov't lot/DLC, acres to be leased, original use type, certificate page number, and any previous lease.													
If not enough room below, you may add rows (see instructions) or create a spreadsheet/table (matching Table 1) and attach.													
Any attached table should include reference to the Lessor.													
Water Right #	Priority Date	POD #	Twp	Rng	Sec	Q-Q	Tax Lot	Gov't Lot/DLC #	Acres	Use	Page #	Previous Lease #	
94956	10/31/1900	1	17 S	13 E	33	NE NE	100		1.21	IR	41	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: 12/13/1
 Signature of Lessor

Printed name (and title) Eric Kozowski Business name, if applicable: _____
 Mailing Address (with state and zip): 23145 Alfalfa Mkt Rd. Bend, OR 97701
 Phone number (include area code): kozowski@gmail.com **E-mail address: 541-639-6092


 _____ Date: 12/13/1
 Signature of Lessor

Printed name (and title): Kristen Kozowski Business name, if applicable: _____
 Mailing Address (with state and zip): 23145 Alfalfa Mkt Rd. Bend, OR 97701
 Phone number (include area code): _____ **E-mail address: _____

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

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

Table 1

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

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

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

Water Right #	Priority Date	POD #	Twp	Rng	Sec	Q-Q	Tax Lot	Gov't Lot/DLC #	Acres	Use	Page #	Previous Lease #
94956	10/31/1900	1	17 S	13 E	32	NW SW	1103		0.80	IR	41	None

Any additional information about the right:

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

The undersigned declare:

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

Signature of Lessor

Date: 1/15/25

Printed name (and title) Greg Witte Business name, if applicable: _____
 Mailing Address (with state and zip): 62200 Deer Trail Bend, OR 97701
 Phone number (include area code): 425-765-1781 **E-mail address: gregswitte@gmail.com

Signature of Lessor

Date: 1/15/25

Printed name (and title): Stacey Witte Business name, if applicable: _____
 Mailing Address (with state and zip): 62200 Deer Trail Bend, OR 97701
 phone: 425-765-1782 email address: staceylwitte@gmail.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
Provide a separate Part 3 for each Lessor (water right interest holder/landowner)**

Table 1

Irrigation District or other Water Purveyor Name: Central Oregon Irrigation District															
Specify Water Right, Priority Date, point of diversion(s) (POD), place of use, tax lot, gov't lot/DLC, acres to be leased, original use type, certificate page number, and any previous lease.															
If not enough room below, you may add rows (see instructions) or create a spreadsheet/table (matching Table 1) and attach.															
Any attached table should include reference to the Lessor.															
Water Right #	Priority Date	POD #	Twp		Rng		Sec	Q-Q		Tax Lot	Gov't Lot/DLC #	Acres	Use	Page #	Previous Lease #
94956	10/31/1900	1	18	S	12	E	02	SE	NW	1003		4.16	IR	45	None
Any additional information about the right: _____															
Farm Deferral Tax Status: Counties make the determination of whether a property qualifies for the farm use assessment without consideration of whether the lands have an associated water right which is leased instream. If you have questions regarding the farm use assessment you should contact your local county assessor. You should contact your County for any weed ordinance and management requirements.															

The undersigned declare:

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

Signature of Lessor

Date: 10/7/2024

Printed name (and title): Sally Spencer Business name, if applicable: 143 Investments, LLC
 Mailing Address (with state and zip): 63026 Lower Meadow Dr.#200 Bend, OR 97701
 Phone number (include area code): 541-389-0070 **E-mail address: sspencer@ksstone.com

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Salem, OR

Business Name Search

[New Search](#)

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Business Entity Data

09-24-2024

08:50

Registry Nbr	Entity Type	Entity Status	Jurisdiction	Registry Date	Next Renewal Date	Renewal Due?
1632300-98	DLLC	ACT	OREGON	01-10-2020	01-10-2025	
Entity Name	143 INVESTMENTS LLC					
Foreign Name						

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Associated Names

Type	PPB	PRINCIPAL PLACE OF BUSINESS		Salem, OR
Addr 1	63026 LOWER MEADOW DR STE 200			
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	01-10-2020	Resign Date	
Name	SALLY	SPENCER				
Addr 1	63026 LOWER MEADOW DR STE 200					
Addr 2						
CSZ	BEND	OR	97701	Country	UNITED STATES OF AMERICA	

Type	MAL	MAILING ADDRESS				
Addr 1	63026 LOWER MEADOW DR STE 200					
Addr 2						
CSZ	BEND	OR	97701	Country	UNITED STATES OF AMERICA	

Type	MEM	MEMBER			Resign Date	
Name	SALLY	SPENCER				
Addr 1	63026 LOWER MEADOW DR STE 200					
Addr 2						
CSZ	BEND	OR	97701	Country	UNITED STATES OF AMERICA	

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Name History






Business Entity Name	Name Type	Name Status	Start Date	End Date
143 INVESTMENTS LLC	EN	CUR	01-10-2020	

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

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Summary History

Image Available	Action	Transaction Date	Effective Date	Status	Name/Agent Change	Dissolved By
	AMENDED ANNUAL REPORT	01-10-2024		FI		
	AMENDED ANNUAL REPORT	01-12-2023		FI		
	AMENDED ANNUAL REPORT	01-10-2022		FI		
	AMENDED ANNUAL REPORT	12-30-2020		FI		
	ARTICLES OF ORGANIZATION	01-10-2020		FI	Agent	

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please contact : corporation.division@sos.oregon.gov

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Salem, OR

1055 SW Lake Ct
Redmond, OR 97756

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

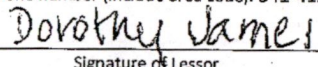
Irrigation District or other Water Purveyor Name: Central Oregon Irrigation District													
Specify Water Right, Priority Date, point of diversion(s) (POD), place of use, tax lot, gov't lot/DLC, acres to be leased, original use type, certificate page number, and any previous lease.													
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 #	Twn	Rng	Sec	Q-D	Tax Lot	Gov't Lot/DLC #	Acres	Use	Page #	Previous Lease #	
94956	10/31/1900	1	16 S	14 E	08	NE	108		5.7	IR	33	IL-1858, 1540	
94956	10/31/1900	1	16 S	14 E	08	SE	108		4.3	IR	33	IL-1858, 1540	
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:

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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: 12-16-2024
Signature of Lessor

Printed name (and title) Donald James Business name, if applicable: _____
Mailing Address (with state and zip): 10801 SW McCafferty Rd. Powell Butte, OR 97753
Phone number (include area code): 541-419-5773 **E-mail address: donmjames@ykw.net

 Date: 12/16/2024
Signature of Lessor

Printed name (and title): Dorothy James Business name, if applicable: _____
Mailing Address (with state and zip): 10801 SW McCafferty Rd. Powell Butte, OR 97753
Phone number (include area code): **E-mail address:

Received by OWRD
FEB 27 2025
Salem, OR

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

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

Table 1

Irrigation District or other Water Purveyor Name: Central Oregon Irrigation District													
Specify Water Right, Priority Date, point of diversion(s) (POD), place of use, tax lot, gov't lot/DLC, acres to be leased, original use type, certificate page number, and any previous lease.													
If not enough room below, you may add rows (see instructions) or create a spreadsheet/table (matching Table 1) and attach.													
Any attached table should include reference to the Lessor.													
Water Right #	Priority Date	POD #	Twp	Rng	Sec	Q-Q	Tax Lot	Gov't Lot/DLC #	Acres	Use	Page #	Previous Lease #	
94956	10/31/1900	1	18 S	13 E	04	SE NW	700		0.87	IR	47	None	
94956	10/31/1900	1	18 S	13 E	04	NE SW	700		0.03	IR	47	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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3. I/We affirm that the information in this application is true and accurate.

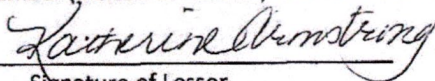

 Date: 1-7-25
 Signature of Lessor

Printed name (and title) Jonathan Armstrong Business name, if applicable: _____
 Mailing Address (with state and zip): 22959 E Hwy 20. Bend, OR 97701
 Phone number (include area code): 541-604-1044 **E-mail address: jon@armstrongind.com

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Salem, OR


 Date: 1-7-25
 Signature of Lessor

Printed name (and title): Katherine Armstrong Business name, if applicable: _____
 Mailing Address (with state and zip): 22959 E Hwy 20. Bend, OR 97701
 Phone number (include area code): **E-mail address: kat@armstrongind.com

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

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

Table 1

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

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

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

Any attached table should include reference to the Lessor.

Water Right #	Priority Date	POD #	Twp		Rng		Sec	Q-Q		Tax Lot	Gov't Lot/DLC #	Acres	Use	Page #	Previous Lease #
94956	10/31/1900	1	17	S	13	E	19	NW	SW	1400		4.15	IR	39	None

Any additional information about the right: _____

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

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

Signature of Lessor Date: 1-15-25

Printed name (and title) Gary Gasper Business name, if applicable: _____
Mailing Address (with state and zip): 21390 View Ln. Bend, OR 97701
Phone number (include area code): 541-390-7375 **E-mail address: gasper_gary@yahoo.com

Signature of Lessor Date: 1/15/25

Printed name (and title): Ana Dupont-Gayosso Business name, if applicable: _____
Mailing Address (with state and zip): 21390 View Ln. Bend, OR 97701
Phone number (include area code): **E-mail address:

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

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

Table 1

Irrigation District or other Water Purveyor Name: Central Oregon Irrigation District													
Specify Water Right, Priority Date, point of diversion(s) (POD), place of use, tax lot, gov't lot/DLC, acres to be leased, original use type, certificate page number, and any previous lease.													
If not enough room below, you may add rows (see instructions) or create a spreadsheet/table (matching Table 1) and attach.													
Any attached table should include reference to the Lessor.													
Water Right #	Priority Date	POD #	Twp	Rng	Sec	Q-Q	Tax Lot	Gov't Lot/DLC #	Acres	Use	Page #	Previous Lease #	
94956	10/31/1900	1	17 S	13 E	33	NE NW	101		0.38	IR	41	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 certify that the information in this application is true and accurate.

Alexander Pelaez
312377DF681A486
Signature of Lessor

Date: 12/27/2024

Printed name (and title) Alexander Pelaez Business name, if applicable: _____
 Mailing Address (with state and zip): 22969 Alfalfa Market Rd. Bend, OR 97701
 Phone number (include area code): 503-910-5748 **E-mail address: alexgpelaez@gmail.com

Ashley Pelaez
430675B8B60072
Signature of Lessor

Date: 12/29/2024

Printed name (and title): Ashley Pelaez Business name, if applicable: _____
 Mailing Address (with state and zip): 22969 Alfalfa Market Rd. Bend, OR 97701
 Phone number (include area code): **E-mail address:

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

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

Table 1

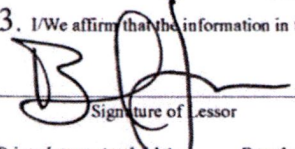
Irrigation District or other Water Purveyor Name: Central Oregon Irrigation District												
Specify Water Right, Priority Date, point of diversion(s) (POD), place of use, tax lot, gov't lot/DLC, acres to be leased, original use type, certificate page number, and any previous lease. If not enough room below, you may add rows (see instructions) or create a spreadsheet/table (matching Table 1) and attach. Any attached table should include reference to the Lessor.												
Water Right #	Priority Date	POD #	Twp	Rng	Sec	Q-Q	Tax Lot	Gov't Lot/DLC #	Acres	Use	Page #	Previous Lease #
94956	10/31/1900	1	17	S	14	E	21	SE SE 9000	2.26	IR	42	IL-1663

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


 Signature of Lessor

Date: 1-5-25

Printed name (and title): Brandon Speyer Business name, if applicable: _____
 Mailing Address (with state and zip): 25570 Elk Lane, Bend, OR 97701

Phone number (include area code): 831-566-4336 **E-mail address: brandonspeyer@yahoo.com


 Signature of Lessor

Date: 1-5-25

Printed name (and title): LaShell Speyer Business name, if applicable: _____
 Mailing Address (with state and zip): 25570 Elk Lane, Bend, OR 97701

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

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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	17 S	12 E	24	SE NW	409		5.8	IR	37	IL-1956, 1914, 1655, 1348, 1276, 1208, 1132, 908	
94956	10/31/1900	1	17 S	12 E	24	SW NW	409		12.5	IR		IL-1956, 1914, 1655, 1348, 1276, 1208, 1132, 908	
94956	10/31/1900	1	17 S	12 E	24	SE NW	410		7.3	IR		IL-1956, 1914, 1655, 1348, 1276, 1208, 1132, 908	
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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3. I/We affirm that the information in this application is true and accurate.

Joshua Ainslie

Date: 1/27/2025

Signature of Lessor

Printed name (and title) Joshua Ainslie – POA Michael Ainslie Business name, if applicable: Butler & Hamby LLC et al
Mailing Address (with state and zip): 9292 Wardley Park Lane Brentwood, TN 37027
Phone number (include area code): 408-876-0668 **E-mail address: jtainslie@gmail.com

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THIS INSTRUMENT PREPARED BY:
HOLLAND & KNIGHT, LLP
511 Union Street, Suite 2700
Nashville, Tennessee 37219-1760

**GENERAL DURABLE POWER OF ATTORNEY
OF
MICHAEL W. AINSLIE**

**ARTICLE I.
CARE OF PROPERTY**

I, MICHAEL W. AINSLIE, a resident of Tennessee, do hereby make, constitute and appoint my spouse, KAREN LIN HING CHEUNG AINSLIE, and my son, JOSHUA TIMOTHY AINSLIE, or the survivor thereof, as my true and lawful attorneys-in-fact (my "Agent"). Whenever the term "Agent" is used herein, it shall be deemed to apply to the party or parties acting as such, and any reference to such party or parties in one gender shall be deemed to mean the proper gender. During any period that more than one individual is serving as my Agent hereunder, any actions taken by such individual pursuant to the authority granted to them herein shall not require the joint action of the other then serving Agent, it being my intention that either Agent shall have the authority to act unilaterally.

This power of attorney shall become effective immediately. In addition to all powers granted my Agent pursuant to T.C.A. § 34-6-109, I hereby specifically authorize my Agent in my name, place and stead, to transact any and all business for me and to handle and manage all of my property, both real, personal and mixed, and of every kind or character, and more specifically to do the following acts and things:

A. To collect and receive monies or other properties payable or transmitted to me and to issue receipts in my name binding upon me, and in connection therewith to endorse my name to checks, drafts, notes or other instruments and to deposit same in any bank account or other account at a financial institution of any kind, including securities brokers and corporate fiduciaries, where such account is either in my name or in the name of someone else, or to cash and receive the proceeds from any such checks, drafts, notes, etc.

B. To pay from my account or on my behalf my debts and obligations.

C. To sign checks or draw funds from any bank account or other account at a financial institution of any kind, including securities brokers and corporate fiduciaries, where such account is in my name and to make any such check payable as my said Agent deems proper, and to open or close bank accounts in my name, alone or jointly with any other person, and to transact any and all business which I may have with respect to any funds on deposit at any banking institution.

D. To enter any lock box or safe deposit box rented in my name, alone or jointly with any other person, or in which I have property or in which I have a right of entry, and to withdraw papers and other documents from any such lock box or safe deposit box. If it is necessary to drill

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the safe deposit box to access it because the keys are misplaced, my Agent has the authority to request such a procedure.

E. To buy, purchase, sell, transfer, convey, lease, operate, maintain, pledge, manage or otherwise handle or deal with any properties which I may own, including but not limited to, stocks, bonds, securities, real estate and other property; and in connection therewith to endorse my name for the purpose of transfer or otherwise to stock certificates or other securities, to sign my name to deeds, mortgages, deeds of trust, bills of sale, leases, closing statements, options, notes, and other instruments, with such provisions and containing such terms and conditions as my said Agent deems appropriate and containing covenants of warranty binding upon me. My said Agent is expressly authorized to deliver any such documents or papers and to make leases for periods of time which may extend beyond my life. My said Agent is further authorized to receive the proceeds or consideration from any sale, transfer or other disposition of any of my properties. Any party dealing with my said Agent shall not be responsible for the application by my said attorney of the proceeds of any sale or other disposition of any of my properties.

F. To purchase for my benefit an immediate annuity for a term certain not to exceed my life expectancy, with the balance of any payments after my death to be made in equal shares to my children, with the issue of any child who does not survive me representing his or her parent, per stirpes.

G. To borrow money from any bank or other lending institution or person, in my name or for my account, for any of the purposes described in this instrument, upon such terms and at such rate of interest as my said Agent deems proper, and in connection therewith to sign my name to promissory notes or other instruments evidencing any such loan; and in addition to pledge or hypothecate any of my properties as security for such loan and to sign my name to any necessary instrument of hypothecation.

H. To compromise, arbitrate or otherwise adjust claims in favor of or against me and where my said Agent deems appropriate to institute and prosecute any legal suit or action in my name or for my behalf.

I. To carry insurance of such kind and in such amounts as my said Agent deems advisable to protect my assets against any hazard; to claim any benefits or proceeds on my behalf; and to purchase medical insurance for any dependent of mine.

J. To make loans, secured or unsecured, in such amounts, upon such terms, with or without interest and to such firms, corporations and persons as shall be appropriate.

K. To join with my spouse or my spouse's estate in filing income or gift tax returns for any years for which I have not filed such returns and to consent to any gifts made by my spouse as being made one-half by me for gift tax purposes, even though such action subjects my estate to additional liabilities.

L. To prepare, execute and file all tax returns required to be made by me, to pay the taxes due, to collect any refunds, to sign waivers extending the period for the assessment of such taxes of deficiencies in them, to sign consents to the immediate assessment of deficiencies and

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acceptances of proposed overassessments, to execute closing agreements, to engage and appoint attorneys to represent me in connection with any matters arising before any federal, state or local taxing agency. This power shall include the authority to perform on my behalf any and all acts related to Federal and state tax matters and to execute on my behalf a power of attorney for Federal or state purposes, such as Federal tax Form 2848 or any replacement to such form.

M. To exercise or release any powers of appointment, special or general, inter vivos or testamentary.

N. To exercise any right to renounce or disclaim any interest acquired by testate or intestate succession or by inter vivos transfer, including exercising or surrendering any right to revoke a revocable trust.

O. To change my legal residence from Tennessee to another state.

P. To employ attorneys, investment counsel, accountants and other persons to render services to or for me or my property interests and to pay the reasonable fees and compensation for such services.

Q. To contract for or employ agents, accountants, advisors, attorneys and others for services in connection with the performance of the Agent of any powers conferred thereon by the terms of this instrument.

R. To insure my life or the life of anyone in whom I have an insurable interest; to continue or cancel life insurance policies now or hereafter owned by me on either my life or the lives of others; to pay all insurance premiums; to select any options under such policies; to increase coverage under any such policy; to borrow for my benefit against any such policy; to pursue all insurance claims on my behalf; to purchase and/or maintain and pay all premiums, for medical insurance covering me and/or any person whom I am obligated to support or may have assumed the obligation to support; to carry insurance of such kind and in such amounts as my Agent shall deem appropriate to protect my assets against any hazard and/or to protect me from any liability; to pay the premiums therefore; to pursue claims thereunder.

S. To acquire, maintain, cancel or in any manner deal with any policy of accident, disability, hospitalization, medical or casualty insurance, and prosecute each claim for benefit due thereunder.

T. To transfer from time to time and at any time to the trustee(s) of any revocable trust agreement created by me before or after the execution of this instrument, as to which trust I am, during my lifetime, a primary income and principal beneficiary, any or all of my cash, property or interests in property, including any rights to receive income from any source. For this purpose, my Agent has the power to enter and remove from any safe-deposit box of mine (whether the box is registered in my name alone or jointly with one or more other persons) any of my cash or property and to execute such instruments, documents and papers to effect the transfers described herein as may be necessary, appropriate, incidental or convenient.

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U. To execute papers necessary to change the ownership and/or beneficiary designation of any life insurance policy, or to change the beneficiary designation of any annuity, individual retirement account, Keogh plan, 401(k) plan, employee benefit plan, or other qualified retirement plan. My Agent shall have the power, exercisable in my Agent's sole and absolute discretion, to create, contribute to, borrow from and otherwise deal with any individual retirement account, Keogh plan, 401(k) plan, employee benefit plan, or other qualified retirement plan for my benefit or in which I am a participant, including the power to select any payment option permitted by the terms of the particular retirement plan and to change any options I have selected regarding any retirement plan, including to make "roll-overs" of plan benefits into other retirement plans, and apply for and receive payments and benefits. My Agent shall not be liable to any beneficiary for the withdrawal election or death benefit election ultimately selected.

V. To provide for the support and protection, including, but not limited to, the provision of food, lodging, housing, recreation, travel, and medical services, of myself, my spouse, and any minor children of mine who are dependent upon me.

W. To receive and give receipt for any money or other obligation due or to become due to me from the United States, or any agency or subdivision of the United States, and to act as representative payee for any payment to which I may be entitled, and effect redemption of any bond or other security in which the United States, or any agency or subdivision of the United States, is the obligor or payor, and give full discharge therefor.

X. To invest or reinvest each item of money or other property and lend money or property upon the terms and conditions and with the security my Agent deems appropriate, or renew, extend, or modify loans, all in accordance with the fiduciary standards of Tennessee Code Annotated Section 35-3-117.

Y. To engage in and transact any and all lawful business of whatever nature or kind for me and in my name, whether as partner, joint adventurer, stockholder, or in any other manner or form, and vote any stock or enter voting trusts.

Z. To pay dues to any club or organization to which I belong, and make charitable contributions in fulfillment of any charitable pledge made by me.

AA. To execute other power of attorney forms on my behalf that may be required by the Internal Revenue Service, financial or brokerage institutions, or others, naming my Agent as my attorney in fact on such additional forms.

BB. To sue, defend or compromise suits and legal actions, and employ counsel in connection with the suits and legal actions, including the power to seek a declaratory judgment interpreting this instrument, or a mandatory injunction requiring compliance with the instructions of my Agent, or actual and punitive damages against any person failing or refusing to follow my Agent's instructions..

CC. To make gifts of cash or property, or the income therefrom, in trust or outright, to my spouse and my descendants (with any such gifts to be made equally to descendants of the same generation), and to make contributions to charitable organizations I have previously made

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contributions to or to which, in the Agent's sole discretion, contributions would be compatible with my desires if I were able to express them. Notwithstanding the foregoing, no gifts may be made to an individual (other than to my spouse) that, when aggregated with other gifts made within the then current calendar year to such individual by me, my spouse, or by my said Agent acting under this instrument, will exceed the maximum amount that may be excluded from a donor's taxable gifts for the year with respect to gifts to any donee pursuant to Code Sections 2503(b) and (e).

DD. To establish, utilize, and terminate checking and savings accounts, money market accounts and agency accounts with financial institutions of all kinds, including securities brokers and corporate fiduciaries.

EE. To execute a revocable trust agreement with such trustee(s) as my Agent shall select. Such trust shall provide that all income and principal shall be paid to me, to some person for my benefit, or applied for my benefit in such amounts as I or my Agent shall request, or as the trustee shall determine, and that on my death, any remaining income and principal shall be held, administered, and distributed as provided in my most recently executed Last Will and Testament, if any such Will shall be located by my Agent; in default of any such Will, such property shall be paid to my spouse, if then living, and if not then to my then living descendants, *per stirpes*. The trust shall also provide that the trust may be revoked or amended by me or my Agent, during my lifetime, at any time and from time to time; provided, however, that any amendment by my Agent must be such that, by law or under the provisions of this instrument, such amendment could have been included in the original trust agreement; and provided that such amendment or termination does not materially alter the ultimate disposition of my estate as provided above. My Agent may serve as the sole trustee or as one of two or more trustees, of such trust.

FF. (i) To access, use and control my digital devices, including but not limited to, desktops, laptops, tablets, peripherals, storage devices, mobile telephones, smartphones, and any similar digital device which currently exists or may exist as technology develops or such comparable items as technology develops for the purpose of accessing, modifying, deleting, controlling or transferring my digital assets; (ii) to access, modify, delete, control and transfer my digital assets, including but not limited to, my emails received, email accounts, digital music, digital photographs, digital videos, software licenses, social network accounts, file sharing accounts, financial accounts, domain registrations, DNS service accounts, web hosting accounts, tax preparation service accounts, online stores, affiliate programs, other online accounts and similar digital items which currently exist or may exist as technology develops or such comparable items as technology develops; and (iii) to obtain, access, modify, delete, and control my passwords and other electronic credentials associated with my digital devices and digital assets described above. My Agent shall have specific authority over digital assets and over the content of electronic communications sent or received by me as contemplated in the Revised Uniform Fiduciary Access to Digital Assets Act, Tennessee Code Annotated Sections 35-8-101, *et seq.*

ARTICLE II. CARE OF PERSON

With regard to the care of my person, I authorize my Agent in his or her discretion from time to time and at any time to exercise the following powers:

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A. **Maintain My Standard of Living.** My Agent has the power to do all acts necessary for maintaining my customary standard of living, to provide living quarters by purchase, lease or other arrangement, or by payment of the operating costs of my existing living quarters, including interest, amortization, payments, repairs and taxes, to provide normal domestic help for the operation of my household, to provide clothing, transportation, medicine, food and incidentals.

If necessary, my Agent is to make all necessary arrangements, contractual or otherwise, for me with home health care agencies, with any hospital, hospice, nursing home, convalescent home or similar establishment in accordance with the health care decisions of and in cooperation with my acting Agent for health care.

B. **Health Care Expenses.** If I have appointed, by a Durable Power of Attorney for Health Care, a Health Care Agent to act for me in that capacity, my Agent shall have the power to pay all expenses incurred at the direction of my Health Care Agent.

C. **Recreation.** My Agent has the power to provide opportunities for me to engage in recreational and sports activities, including travel, as my health permits.

D. **Companionship.** My Agent has the power to provide for such companionship for me as will meet my needs and preferences at a time when I am incapacitated or otherwise unable to arrange for such companionship myself.

My Agent is empowered to determine in his or her sole discretion the time when, purpose for and manner in which any power conferred shall be exercised, and the conditions, provisions and covenants of any instrument or document which may be executed by my Agent pursuant hereto, and in the acquisition or disposition of real or personal property, my Agent shall have exclusive power to fix the terms thereof for cash, credit and/or property and if on credit with or without security.

ARTICLE III. POWERS NOT GRANTED TO MY AGENT

A. **Legal Obligations of Agent.** My Agent shall not have the power to use my assets to pay for his or her legal obligations. My Agent shall be prohibited (except as specifically authorized in this instrument) from: (i) appointing, assigning or designating any of my assets, interests or rights directly or indirectly to him/herself, his/her estate, his/her creditors or creditors of his/her estate; (ii) disclaiming assets to which I would otherwise be entitled if the effect of such disclaimer is to cause such assets to pass in any one calendar year directly or indirectly to my Agent or to his/her estate, unless such disclaimer would reduce the amount of any estate tax upon my death; and (iii) using my assets to discharge any of his/her obligations, including any obligation of support which s/he may owe to others (excluding those whom I am equally with my Agent legally obligated to support).

B. **Life Insurance.** My Agent shall not have the power to exercise any incident of ownership over any life insurance policy that I own and that insures his or her life.

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C. **Personal**. My Agent shall not have the power to make decisions for me that are too personal to be delegated, including decisions to marry, divorce, or adopt.

**ARTICLE IV.
THIRD PARTY RELIANCE**

For the purpose of inducing any bank, broker, custodian, insurer, lender, transfer agent, taxing authority, governmental agency, or other party to act in accordance with the powers granted in this instrument, I hereby represent, warrant, and agree that:

A. **If Revoked**. If this instrument is revoked or amended for any reason, I, my estate, my heirs, successors, and assigns will hold such party or parties harmless from any loss suffered, or liability incurred, by such party or parties in acting in accordance with this instrument prior to that party's receipt of written notice of any such revocation or amendment.

B. **Authorized Signature of Agent**. The powers conferred on my Agent by this instrument may be exercised by my Agent alone, and my Agent's authorized signature or act under the authority granted in this instrument may be accepted by third parties as fully authorized by me and with the same force and effect as if I were personally present, competent, and acting on my own behalf.

C. **No Liability for Relying on this Instrument**. No person who relies upon any representation my Agent may make regarding (i) the fact that his or her powers are then in effect, (ii) the scope of his or her authority under this instrument, (iii) my competency at the time this instrument was executed, (iv) the fact that this instrument has not been revoked, or (v) the fact that he or she continues to serve as my Agent, shall incur any liability to me, my estate, my heirs, successors, or assigns for permitting my Agent to exercise any power granted to him or her, nor shall any person who deals with my Agent be responsible to determine or insure the proper application of funds or property.

D. **Providing Information**. All third parties from whom my Agent may request information regarding my personal affairs or my physical or mental health, including medical, dental and hospital records, are hereby authorized to provide such information to my Agent without limitation and are released from any legal liability whatsoever to me, my estate, my heirs, successors or assigns for complying with these requests. I authorize in advance all medical providers (including physicians, dentists, chiropractors, psychologists, psychiatrists, nurses, and therapists) who have treated me and all other providers of health care including hospitals to release to my agent all information or photocopies of any records that my Agent may request. If I am able to confirm this authorization at the time of the request, third parties may seek such confirmation from me, but this authorization shall not be conditional on that confirmation. Medical providers, hospitals and other providers of health care shall treat the request of my Agent as that of a legal representative of an incompetent patient and shall honor that request on that basis. As to my Agent I hereby waive all privileges that may be applicable to such information and records and to any communication pertaining to me and made in the course of any confidential relationship recognized by law.

E. **Representations**. I hereby represent, warrant, and agree that:

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1. All the exculpatory clauses relating to those who provide information or records to my Agent shall apply, also, to my lawyer or lawyers who provide information or records to my Agent; and

2. I authorize in advance any lawyer or lawyers of whom I have been a client to release to my Agent all information or photocopies of any records which my Agent may request.

ARTICLE V. ADMINISTRATIVE PROVISIONS

A. **Revocation and Amendment.** I revoke all prior General Durable Powers of Attorney that I may have executed and I retain the right to revoke or amend this General Durable Power of Attorney and/or to substitute other Agents in place of the Agent appointed herein. Amendments to this General Durable Power of Attorney shall be made in writing by me personally (not by my Agent) and they shall be attached to the original of this instrument. If this instrument has been recorded in the public records, then the instrument of revocation, amendment or removal shall be filed or recorded in the same public records.

B. **Subsequent Durable Powers of Attorney.** Any grant of a Durable Power of Attorney made by me subsequent to the date of execution of this General Durable Power of Attorney shall revoke this General Durable Power of Attorney unless the subsequent Durable Power of Attorney contains a statement to the contrary and specifically refers to this General Durable Power of Attorney by its date.

C. **Resignation of Agent.** My Agent and any alternate Agent may resign by the execution of a written resignation delivered to me or, if I am mentally incapacitated, by delivery to any person with whom I am residing or who has the care and custody of me or in the case of an alternate Agent, by delivery to my Agent.

D. **Disregard Invalid Provisions.** If any provision of this instrument is invalid for any reason, such invalidity shall not affect any of the other provisions of this instrument, and all invalid provisions shall be wholly disregarded. Tennessee law shall govern this instrument.

E. **Gender Depends on Context.** As used in this instrument, the feminine gender shall include the masculine and/or the neuter, and the masculine gender shall include the feminine, when the context so indicates.

F. **Effect of Photocopy.** My Agent is authorized to make photocopies of this instrument as frequently and in such quantity as my Agent shall deem appropriate. All photocopies shall have the same force and effect as any original. I specifically direct my Agent to have a photocopy of this instrument placed in my medical records if such a copy does not already constitute a part of my medical records.

G. **Reimbursement of Agent.** My Agent shall be entitled to reimbursement for all reasonable costs and expenses actually incurred and paid by my Agent on my behalf under any

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provision of this instrument. However, my Agent shall not be entitled to compensation for services rendered hereunder.

**ARTICLE VI.
MISCELLANEOUS PROVISIONS**

A. Nomination of Conservator. If it becomes necessary to appoint a conservator of my estate after the execution of this General Durable Power of Attorney, I nominate the person named in this instrument as my Agent to serve as conservator of my estate, without bond. If that person is for any reason unable or unwilling to act as conservator, I nominate the person named as my alternate Agent to serve as conservator of my estate, without bond.

B. Explanatory Acknowledgement. Before executing this instrument, my lawyer explained to me the following:

1. This instrument provides my Agent with broad powers to dispose, sell, convey and encumber my real and personal property;

2. The powers granted in this General Durable Power of Attorney will exist for an indefinite period of time unless I revoke this General Durable Power of Attorney. These powers will continue to exist notwithstanding my subsequent incapacity; and

3. I have the right to revoke or terminate this General Durable Power of Attorney at any time providing I am then competent.

C. Health Care Exclusion. Notwithstanding any other provision contained in this General Durable Power of Attorney, my Agent appointed herein shall have no power or authority to make any "health care decisions," as defined in Part 2 of Chapter 6 of Title 34 of Tennessee Code Annotated, for me or on my behalf. Any authority that I may at any time grant to any party regarding "health care decisions" (as defined in such statutory provisions) shall be granted by a separate instrument, and any such authority shall not be limited or affected by anything contained in this General Durable Power of Attorney.

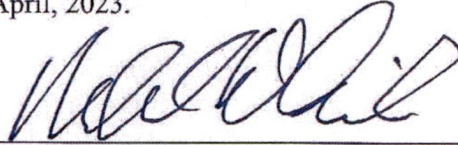
D. Investiture of General Powers. My said Agent is expressly authorized to do and perform all and every act or thing whatsoever requisite, necessary and proper to be done in the premises, as fully to all intents and purposes as I might or could do, with full power of substitution and revocation, and I hereby ratify and confirm all that my said Agent or my said Agent's substitutes, shall lawfully do or cause to be done by virtue hereof.

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E. Effect of Incapacity. My said Agent shall continue to be authorized to do and perform all and every act or thing herein authorized or whatever is requisite, necessary and proper to be done in the premises, irrespective of what my mental or physical condition may be, it being my express direction that this General Durable Power of Attorney shall not be affected by my subsequent disability or incapacity.

WITNESS MY HAND this the 25 day of April, 2023.



MICHAEL W. AINSLIE

STATE OF TENNESSEE)

COUNTY OF Williamson)

Personally appeared before me, the undersigned, a Notary Public in and for the State and County aforesaid, Michael W. Ainslie, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

Subscribed and sworn to before me this the 25 day of April, 2023.



Notary Public

My Commission Expires: 7/14/2026



Business Name Search

[New Search](#)

[Printer Friendly](#)

Business Entity Data

01-24-2025

07:21

Registry Nbr	Entity Type	Entity Status	Jurisdiction	Registry Date	Next Renewal Date	Renewal Due?
228825-91	DLLC	ACT	OREGON	07-02-2004	07-02-2025	
Entity Name	BUTLER & HAMBY LLC					
Foreign Name						

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[New Search](#)

[Printer Friendly](#)

Associated Names

FEB 27 2025

Type	PPB	PRINCIPAL PLACE OF BUSINESS		Salem, OR
Addr 1	15 SW COLORADO AVE			
Addr 2	SUITE 3			
CSZ	BEND	OR	97702	Country UNITED STATES OF AMERICA

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

Please click [here](#) for general information about registered agents and services provided.

Type	AGT REGISTERED AGENT			Start Date	06-28-2019	Resign Date	
Of Record	1137535-94	BRIX LAW SERVICE COMPANY LLC					
Addr 1	C/O LAURA CRASKA COOPER						
Addr 2	15 SW COLORADO AVE STE 3						
CSZ	BEND	OR	97702		Country	UNITED STATES OF AMERICA	

Type	MAL	MAILING ADDRESS		
Addr 1	C/O LAURA CRASKA COOPER			
Addr 2	15 SW COLORADO AVE STE 3			
CSZ	BEND	OR	97702	Country UNITED STATES OF AMERICA

Type	MEM	MEMBER				Resign Date	
Not of Record	AINSLIE REVOCABLE LIVING TRUST DATED AUGUST 7, 2003						
Addr 1	C/O LAURA CRASKA COOPER						
Addr 2	15 SW COLORADO AVE SUITE 3						
CSZ	BEND	OR	97702		Country	UNITED STATES OF AMERICA	
















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Name History

Business Entity Name	Name Type	Name Status	Start Date	End Date
BUTLER & HAMBY LLC	EN	CUR	02-11-2015	
NEW CENTURY RANCH LLC	EN	PRE	07-02-2004	02-11-2015

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	05-21-2024		FI		
	AMENDED ANNUAL REPORT	05-23-2023		FI		Received by OWRD
	AMENDED ANNUAL REPORT	06-22-2022		FI		FEB 27 2025
	AMENDED ANNUAL REPORT	07-02-2021		FI		Salem, OR
	AMENDED ANNUAL REPORT	06-12-2020		FI		
	AMENDED ANNUAL REPORT	06-28-2019		FI	Agent	
	AMENDED ANNUAL REPORT	08-03-2018		FI		
	ANNUAL REPORT PAYMENT	05-23-2017		SYS		
	AMENDED ANNUAL REPORT	07-27-2016		FI		
	AMENDED ANNUAL REPORT	09-04-2015		FI		
	CHANGE OF REGISTERED AGENT/ADDRESS	06-18-2015		FI		
	CHANGE OF REGISTERED AGENT/ADDRESS	05-15-2015		FI		
	ARTICLES OF AMENDMENT	02-11-2015		FI	Name	
	AMENDED ANNUAL REPORT	06-30-2014		FI	Agent	
	AMENDED ANNUAL REPORT	06-01-2013		FI		
	AMENDED ANNUAL REPORT	07-25-2012		FI		
	CHANGE OF REGISTERED AGENT/ADDRESS	01-23-2012		FI		
	AMENDED ANNUAL REPORT	07-21-2011		FI		

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK

2006-41874



\$46.00

00472067200600418740050051

06/16/2006 04:11:06 PM

D-D Cnt=1 Stn=3 PAM

\$20.00 \$11.00 \$10.00 \$5.00

DESCHUTES COUNTY CLERK

CERTIFICATE PAGE



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**This page must be included
if document is re-recorded.
Do Not remove from original document.**

46 ↓
1
AFTER RECORDING RETURN TO:

John W. Prokey, Esq.
125 S. Market Street, Suite 1150
San Jose, California 95113

UNTIL A CHANGE IS REQUESTED, ALL
TAX STATEMENTS SHALL BE SENT TO:

New Century Ranch, LLC
5894 Gleneagles Circle
San Jose, California 95138

STATUTORY SPECIAL WARRANTY DEED

NEW CENTURY RANCH LLC, an Oregon limited liability company, Grantor, conveys and specially warrants to Michael W. Ainslie and Karen Lin Hing Cheung Ainslie, as Trustees of the AINSLIE REVOCABLE LIVING TRUST under agreement dated August 7, 2003, Grantee, an undivided twenty five percent (25%) interest in and to the following described real property free of encumbrances created or suffered by Grantor except as specifically set forth herein:

See Exhibit "A" attached hereto which is incorporated herein by this reference.

Such real property is free of all encumbrances created or suffered by the Grantor except those, if any, shown on Exhibit "B". Such real property is subject to all of the encumbrances and other matters shown on Exhibit "B" hereto.

The true consideration for this conveyance consists of other property or other value given, which is the whole consideration.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 197.352. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 197.352.

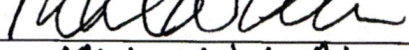
Dated this 15th day of June, 2006.

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NEW CENTURY RANCH LLC

By: 
Name: Michael W. Ainslie
Title: Trustee

After recording, return to
Amerititle
15 OREGON AVENUE, BEND

STATE OF CALIFORNIA)

SS.

County of SANTA CLARA)

This instrument was acknowledged before me on JUNE 15, 2006, by MICHAEL W. AINSIE, as TRUSTEE of NEW CENTURY RANCH LLC.



Whitney T. Martin
NOTARY PUBLIC FOR CALIFORNIA
My Commission Expires: 9/24/2008

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EXHIBIT A

LEGAL DESCRIPTION

The South Half of the Northwest Quarter (S1/2NW1/4) Section Twenty-four (24), Township Seventeen (17) South, Range Twelve (12), East of the Willamette Meridian, Deschutes County, Oregon.

EXCEPTING THEREFROM the following: Beginning at the Northeast corner of the Southeast Quarter of the Northwest Quarter (SE1/4NW1/4) of said Section 24; thence South 0°00'46" East for 183.9 feet; thence North 89°20'46" West for 421.50 feet; thence North 66°20'46" West for 190.85 feet; thence North 8°06'14" East for 106.65 feet; thence South 89°37'28" East for 580.83 feet to the point of beginning.

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EXHIBIT B

PERMITTED EXCEPTIONS

1. Taxes deferred, as disclosed by the tax roll, the premises herein described have been zoned or classified for farm use. At any time that said land is disqualified for such use the property will be subject to additional taxes or penalties and interest.
2. Regulations, including levies, assessments, water and irrigation rights and easements for ditches and canals of Central Oregon Irrigation District.
3. Easements, including the terms and provisions thereof, for irrigation canals and laterals as reserved by State of Oregon in deeds recorded October 19, 1917, in Book 21, Page 586, and April 6, 1918 in Book 23, Page 77, Deed Records.
4. The rights of the public in and to that portion of the herein described property lying within the limits of public roads, streets or highways.
5. Proceedings pending in the Circuit Court for Deschutes County, Oregon.
Case No.: 05CV0279MA
Filed: June 2, 2005
Plaintiff: Glenn A. Patterson, Jr., Dorothy Patterson, Maurice Pruitt,
Helen Pruitt
Defendant: New Century Ranch LLC
Being a suit for: Civil Quiet Title

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**DESCHUTES COUNTY ASSESSOR
REAL PROPERTY ACCOUNT NAMES**

Account # [REDACTED]
Map 17122400 00409
Owner BUTLER & HAMBY LLC ET AL
9292 WARDLEY PARK LN
BRENTWOOD TN 37027

Name Type	Name	Ownership Type	Own Pct
OWNER	BUTLER & HAMBY LLC	OWNER	
OWNER	NEW CENTURY RANCH LLC, FKA	OWNER	
OWNER	NEW HORIZONS FOUNDATION INC	OWNER	

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**DESCHUTES COUNTY ASSESSOR
REAL PROPERTY ACCOUNT NAMES**

Account #

██████████

Map

17122400 00410

Owner

BUTLER & HAMBY LLC ET AL
9292 WARDLEY PARK LN
BRENTWOOD TN 37027

Name Type	Name	Ownership Type	Own Pct
OWNER	BUTLER & HAMBY LLC	OWNER	
OWNER	NEW CENTURY RANCH LLC, FKA	OWNER	
OWNER	NEW HORIZONS FOUNDATION INC	OWNER	

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

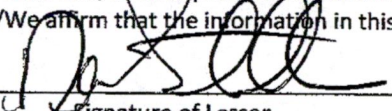
**Complete Table 1 Identify water right(s) proposed to be leased instream
Provide a separate Part 3 for each Lessor (water right interest holder/landowner)**

Table 1

Irrigation District or other Water Purveyor Name: Central Oregon Irrigation District													
Specify Water Right, Priority Date, point of diversion(s) (POD), place of use, tax lot, gov't lot/DLC, acres to be leased, original use type, certificate page number, and any previous lease.													
If not enough room below, you may add rows (see instructions) or create a spreadsheet/table (matching Table 1) and attach.													
Any attached table should include reference to the Lessor.													
Water Right #	Priority Date	POD #	Twp	Rng	Sec	Q-Q	Tax Lot	Gov't Lot/DLC #	Acres	Use	Page #	Previous Lease #	
94956	10/31/1900	1	17 S	14 E	22	SW SE	1200		0.67	IR	43	None	
Any additional information about the right: _____													
Farm Deferral Tax Status: Counties make the determination of whether a property qualifies for the farm use assessment without consideration of whether the lands have an associated water right which is leased instream. If you have questions regarding the farm use assessment you should contact your local county assessor. You should contact your County for any weed ordinance and management requirements.													

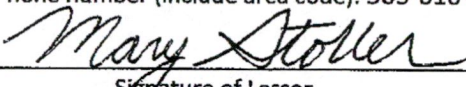
The undersigned declare:

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



 Signature of Lessor Date: 12/17/2024

Printed name (and title) Daniel Stoller Business name, if applicable: _____
 Mailing Address (with state and zip): 10839 S. Toliver Rd. Molalla, OR 97038
 Phone number (include area code): 503-616-8031 **E-mail address: DMSTOLLER@Canby.com



 Signature of Lessor Date: 12/17/2024

Printed name (and title): Mary Stoller Business name, if applicable: _____
 Mailing Address (with state and zip): 10839 S. Toliver Rd. Molalla, OR 97038
 Phone number (include area code): **E-mail address:

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**CROOK COUNTY
SEC.20 T15S R15E**

SCALE - 1" = 400'

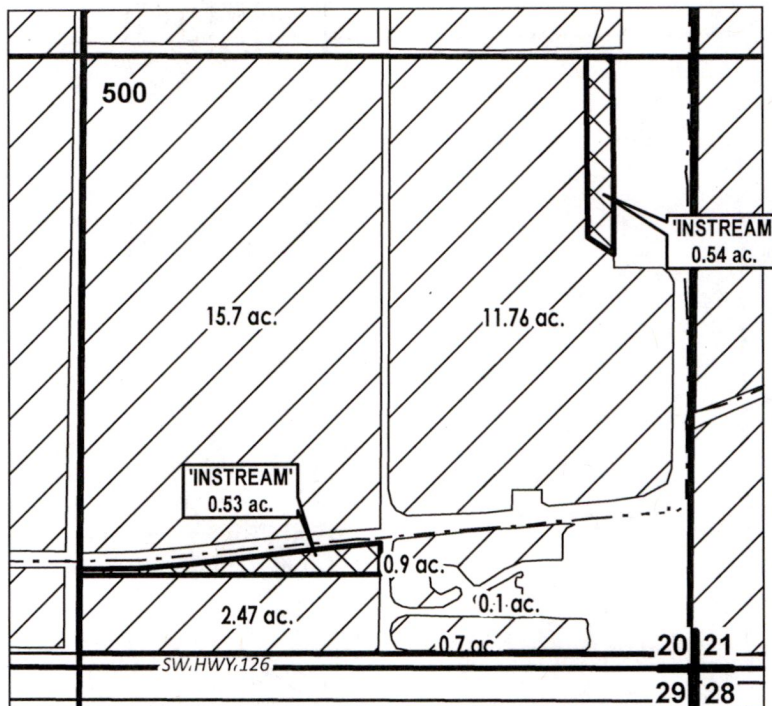


SE 1/4 OF THE SE 1/4

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	EXISTING WATER RIGHTS
	INSTREAM LANDS



APPLICATION FOR 1 YEAR INSTREAM LEASE

NAME: AC Investments, LLC

TAXLOT #: 500

1.07 ACRES

DATE: 1/15/2025

**CROOK COUNTY
SEC.01 T15S R14E**

SCALE - 1" = 400'

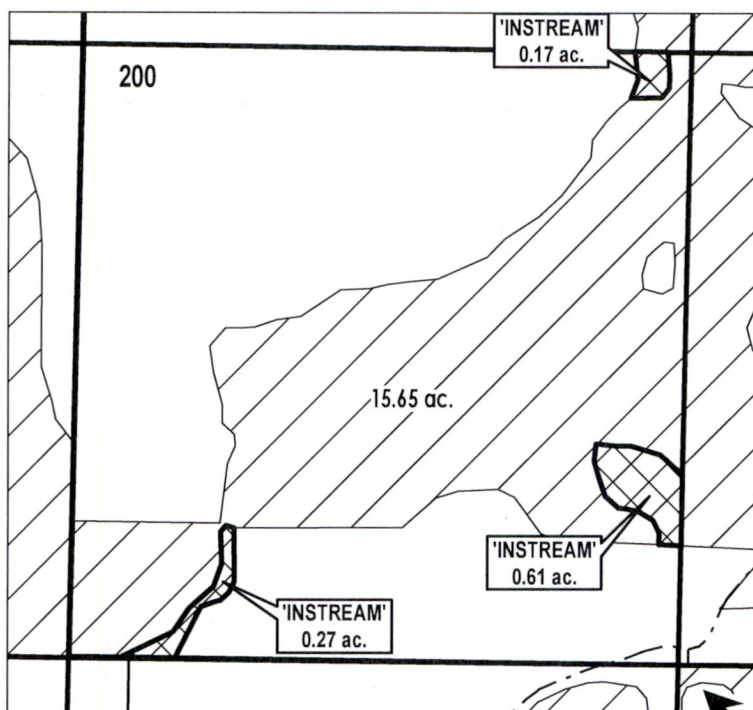


SE 1/4 OF THE NW 1/4

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Salem, OR



C 1/4 COR

- | | |
|--|-----------------------|
| | EXISTING WATER RIGHTS |
| | INSTREAM LANDS |



APPLICATION FOR 1 YEAR INSTREAM LEASE

NAME: CTH Investments, LLC

TAXLOT #: 200

1.05 ACRES

DATE: 2/5/2025

CROOK COUNTY SEC.01 T15S R14E

SCALE - 1" = 400'

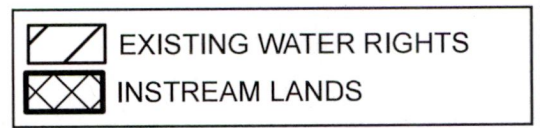
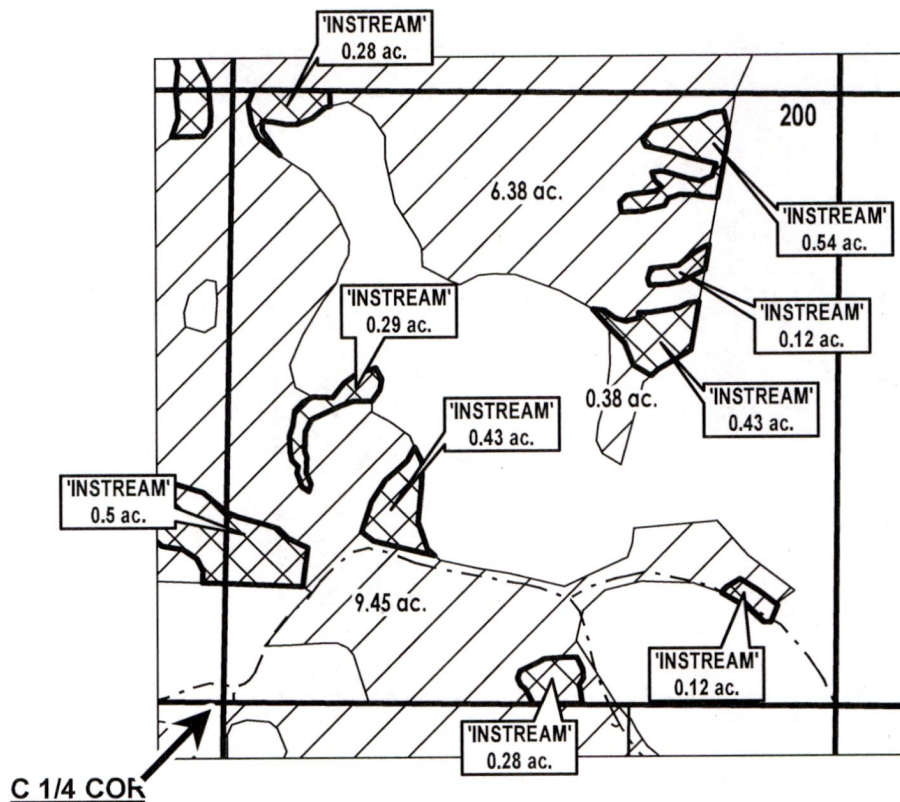


SW 1/4 OF THE NE 1/4

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APPLICATION FOR 1 YEAR INSTREAM LEASE

NAME: CTH Investments, LLC

TAXLOT #: 200

2.99 ACRES

DATE: 2/10/2025

**CROOK COUNTY
SEC.01 T15S R14E**

SCALE - 1" = 400'

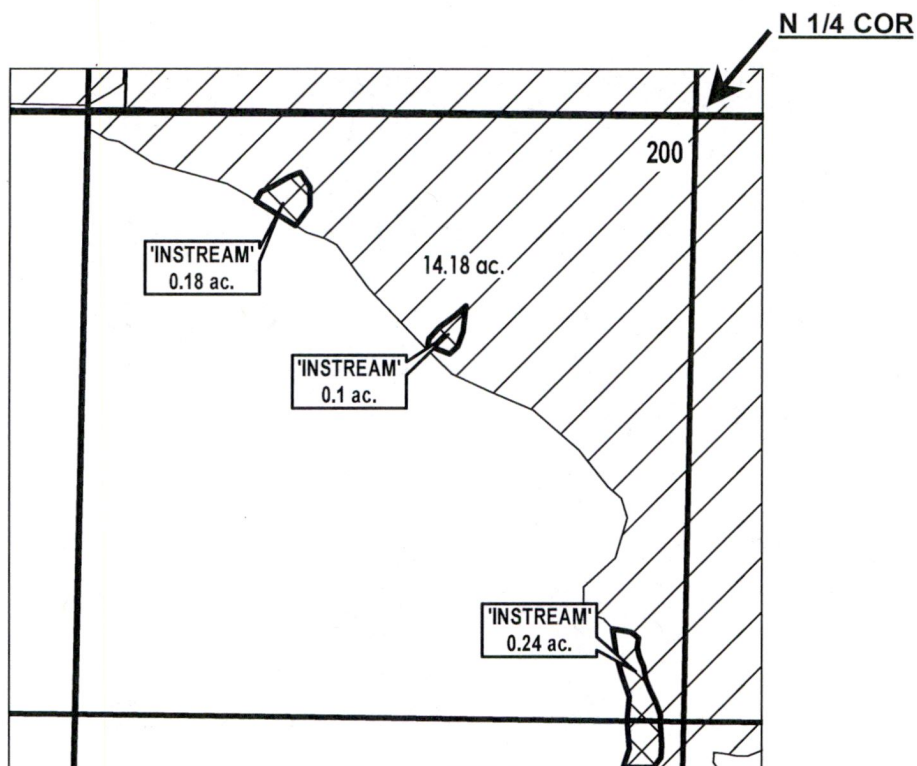




NE 1/4 OF THE NW 1/4

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 EXISTING WATER RIGHTS
 INSTREAM LANDS



APPLICATION FOR 1 YEAR INSTREAM LEASE

NAME: CTH Investments, LLC

TAXLOT #: 200

0.52 ACRES

DATE: 2/5/2025

**CROOK COUNTY
SEC.01 T15S R14E**

SCALE - 1" = 400'

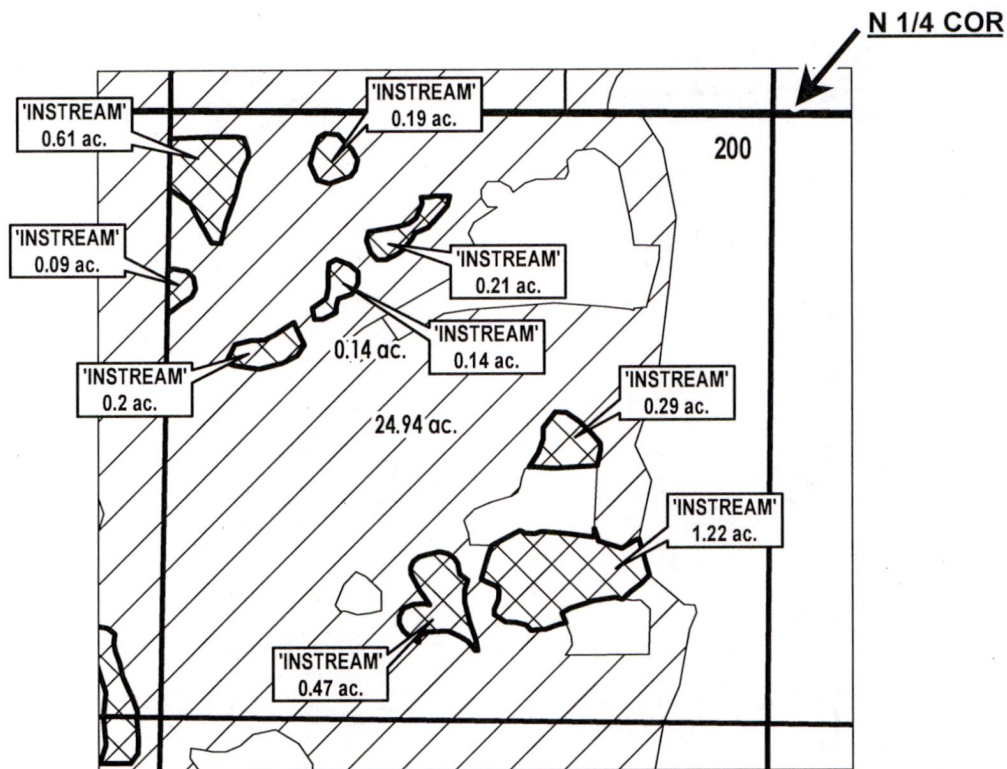


NW 1/4 OF THE NE 1/4

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APPLICATION FOR 1 YEAR INSTREAM LEASE

NAME: CTH Investments, LLC

TAXLOT #: 200

3.42 ACRES

DATE: 2/5/2025

**DESCHUTES COUNTY
SEC.12 T17S R12E**

SCALE - 1" = 400'



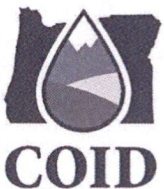
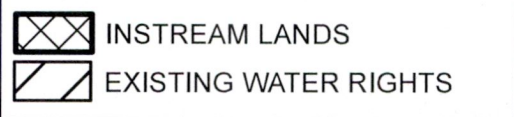
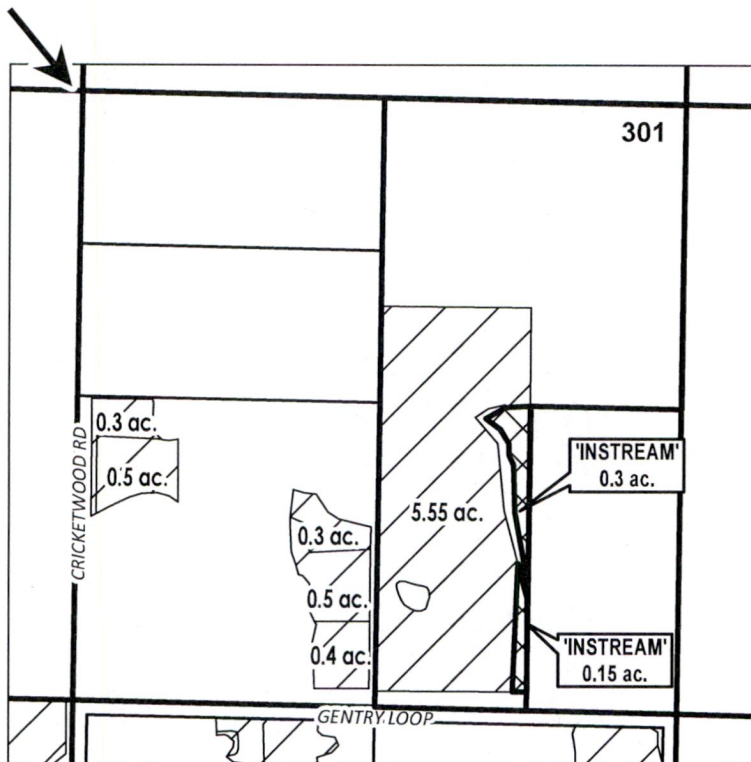
NW 1/4 OF THE SE 1/4

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Salem, OR

C 1/4 COR



APPLICATION FOR 1 YEAR INSTREAM LEASE

NAME: Lozano, Roberticio

TAXLOT #: 301

0.45 ACRES

DATE: 2/17/2025

DESCHUTES COUNTY SEC.25 T17S R14E

SCALE - 1" = 400'

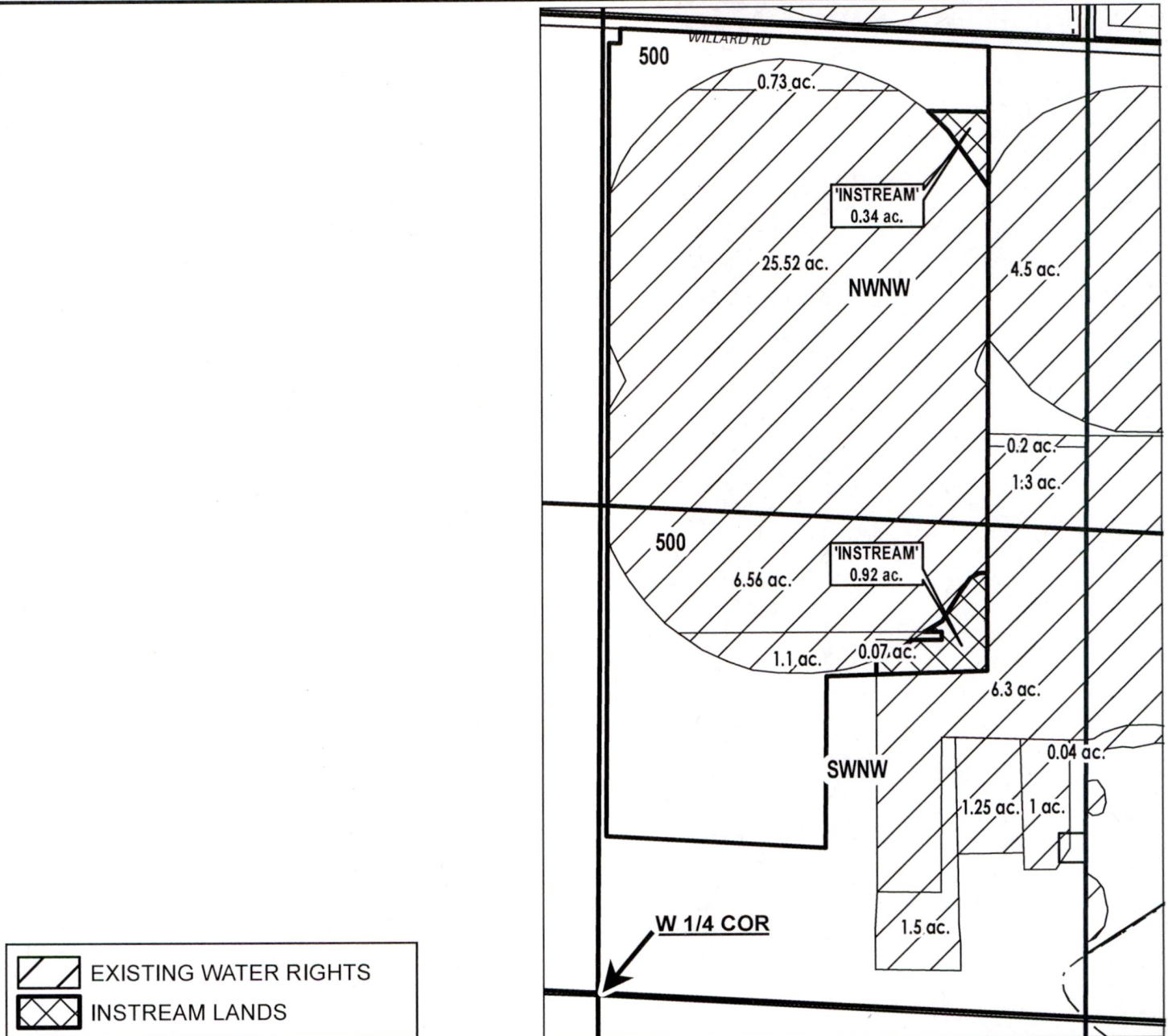
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NW 1/4 OF THE NW 1/4; SW 1/4 OF THE NW 1/4



APPLICATION FOR 1 YEAR INSTREAM LEASE

NAME: MLW Associates

TAXLOT #: 500

1.26 ACRES

DATE: 12/16/2024

**CROOK COUNTY
SEC.12 T15S R14E**

SCALE - 1" = 400'

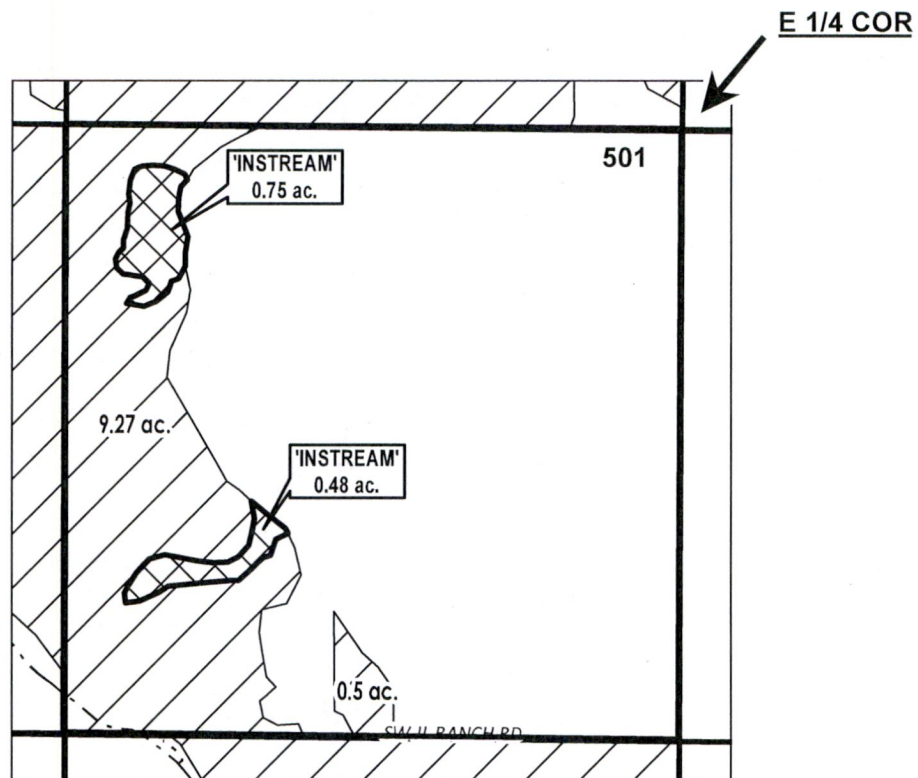




NE 1/4 OF THE SE 1/4

Received by OWRD

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Salem, OR



 INSTREAM LANDS
 EXISTING WATER RIGHTS



APPLICATION FOR 1 YEAR INSTREAM LEASE

NAME: Swindle, James/Linda

TAXLOT #: 501

1.23 ACRES

DATE: 12/17/2024

**DESCHUTES COUNTY
SEC.28 T17S R14E**

SCALE - 1" = 400'

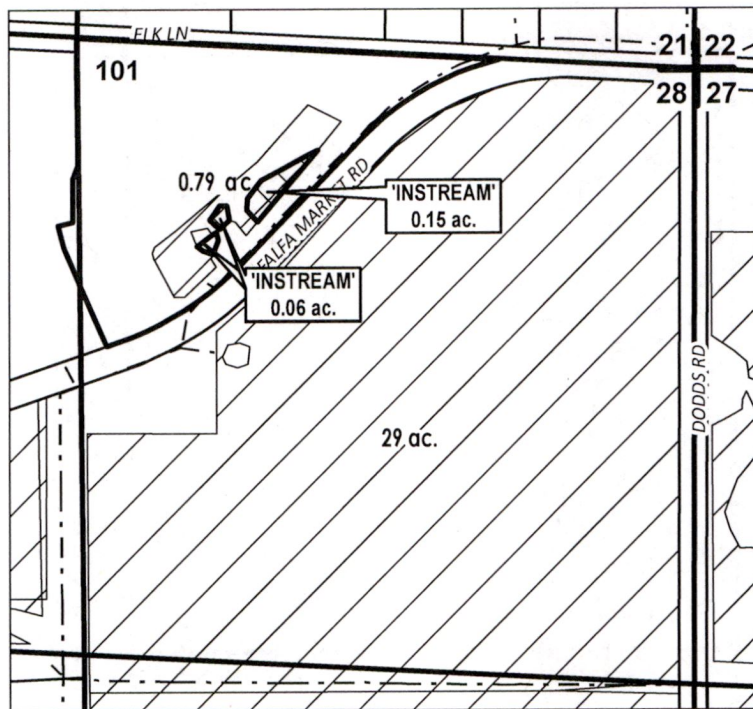




NE 1/4 OF THE NE 1/4

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	EXISTING WATER RIGHTS
	INSTREAM LANDS



APPLICATION FOR 1 YEAR INSTREAM LEASE

NAME: AmbBax, LLC

TAXLOT #: 101

0.21 ACRES

DATE: 1/10/2025

**DESCHUTES COUNTY
SEC.33 T17S R13E**

SCALE - 1" = 400'

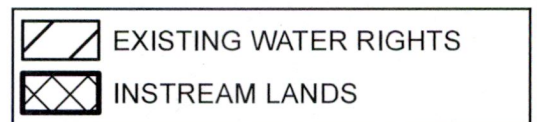
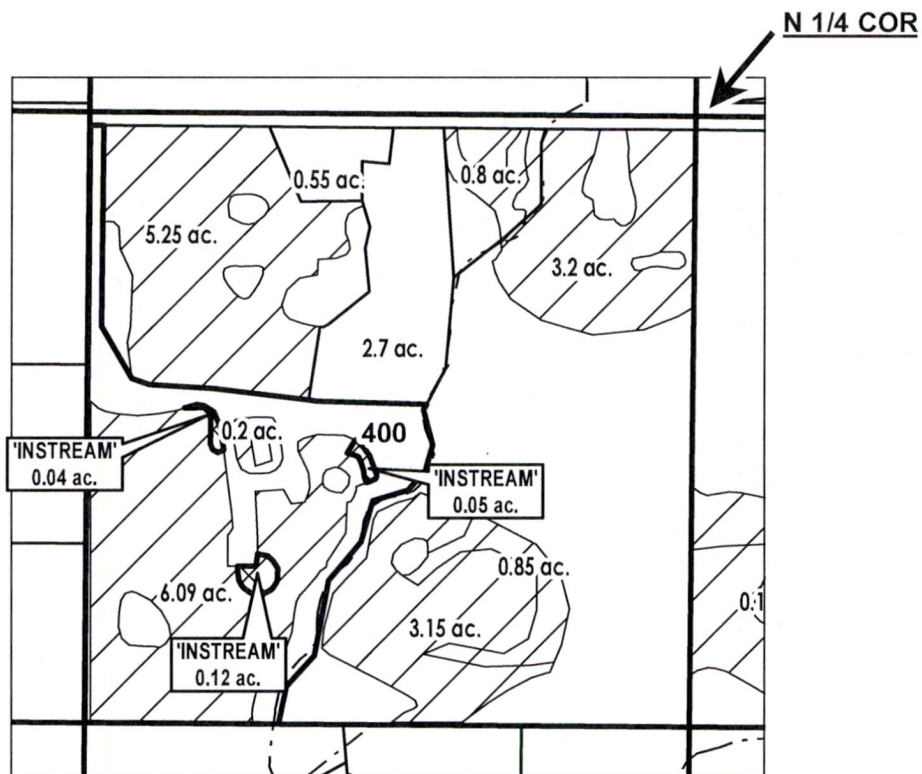


NE 1/4 OF THE NW 1/4

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APPLICATION FOR 1 YEAR INSTREAM LEASE

NAME: Stowell, Michael/Susan

TAXLOT #: 400

0.21 ACRES

DATE: 1/24/2025

DESCHUTES COUNTY SEC.09 T18S R14E



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Salem, OR

SCALE - 1" = 400'



-  INSTREAM LANDS
-  EXISTING WATER RIGHTS

05 04

08 09

NW 1/4

NWNW

NENW

'INSTREAM'
1.33 ac.

'INSTREAM'
0.8 ac.

100

7.2 ac.

100

100

'INSTREAM'
0.24 ac.

'INSTREAM'
0.2 ac.

0.3 ac.

3.4 ac.

100

4.05 ac.

1.15 ac.

SWNW

SENW

25.1 ac.

0.4 ac.

0.93 ac.

0.04 ac.

0.04 ac.

0.3 ac.
0.25 ac.

0.07 ac.



APPLICATION FOR 1 YEAR INSTREAM LEASE

NAME: White Family Trust

TAXLOT #: 100

2.57 ACRES

DATE: 12/17/2024

**DESCHUTES COUNTY
SEC.05 T18S R13E**

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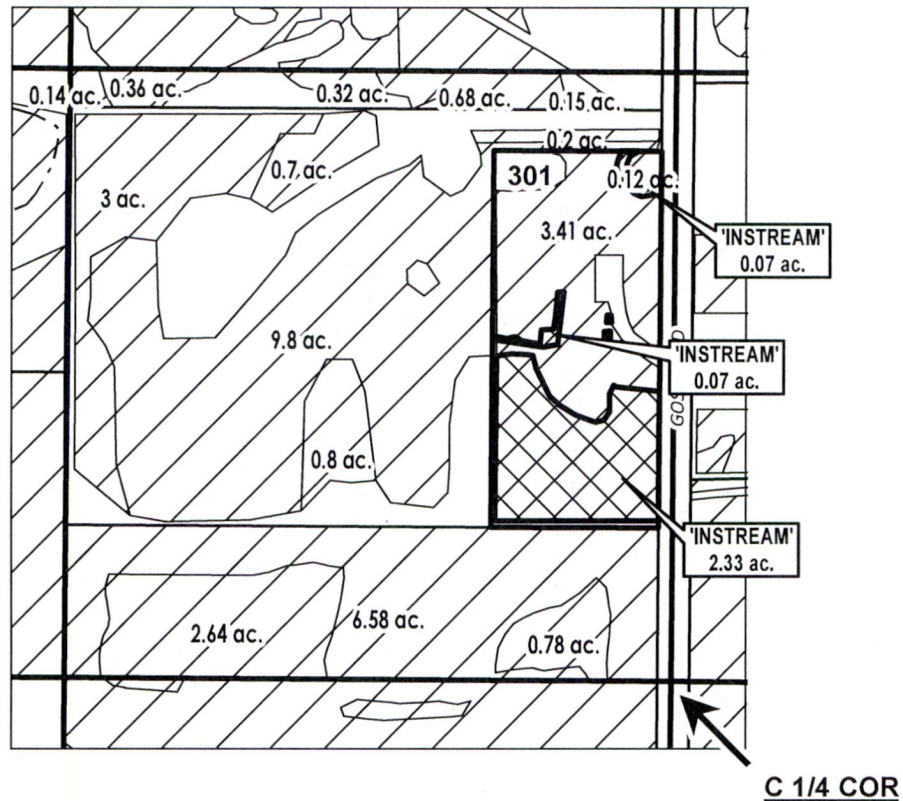
SCALE - 1" = 400'

FEB 27 2025

Salem, OR



SE 1/4 OF THE NW 1/4



	EXISTING WATER RIGHTS
	INSTREAM LANDS



APPLICATION FOR 1 YEAR INSTREAM LEASE

NAME: Helen Hartmann Tran Trust

TAXLOT #: 301

2.47 ACRES

DATE: 12/30/2024

DATE: 12/17/2024

DESCHUTES COUNTY SEC.33 T17S R13E

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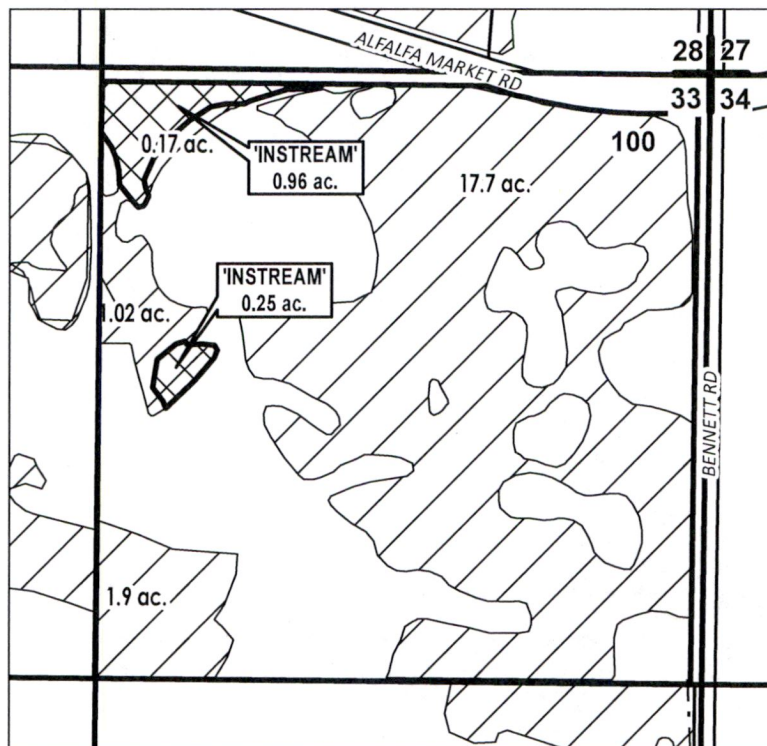
SCALE - 1" = 400'



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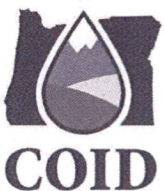
Salem, OR



NE 1/4 OF THE NE 1/4



	EXISTING WATER RIGHTS
	INSTREAM LANDS



APPLICATION FOR 1 YEAR INSTREAM LEASE

NAME: Kozowski, Eric/Kristen

TAXLOT #: 100

1.21 ACRES

DATE: 12/16/2024

**DESCHUTES COUNTY
SEC.32 T17S R13E**

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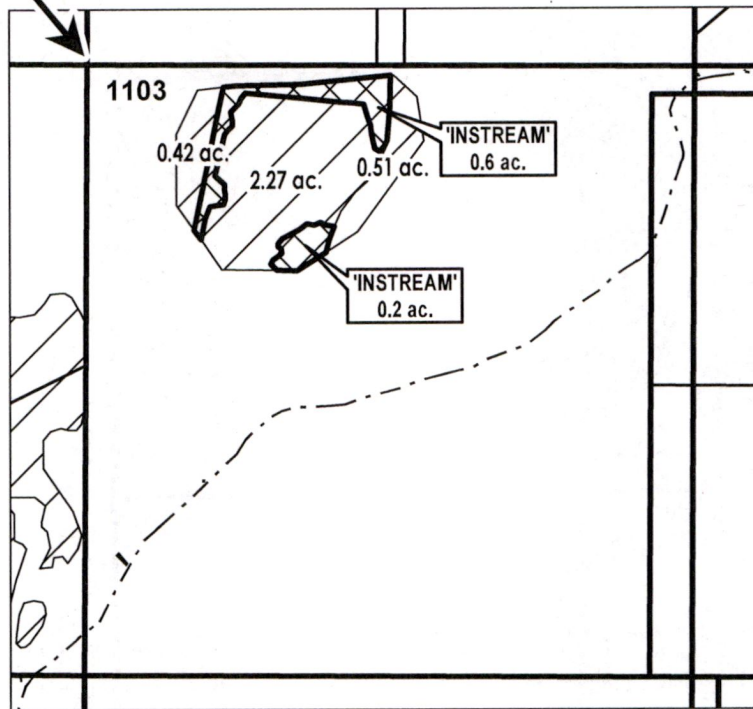
Salem, OR

SCALE - 1" = 400'



NW 1/4 OF THE SW 1/4

W 1/4 COR



	EXISTING WATER RIGHTS
	INSTREAM LANDS



APPLICATION FOR 1 YEAR INSTREAM LEASE

NAME: Witte, Greg/Stacey

TAXLOT #: 1103

0.8 ACRES

DATE: 1/17/2025

DESCHUTES COUNTY SEC.02 T18S R12E

Received by OWRD

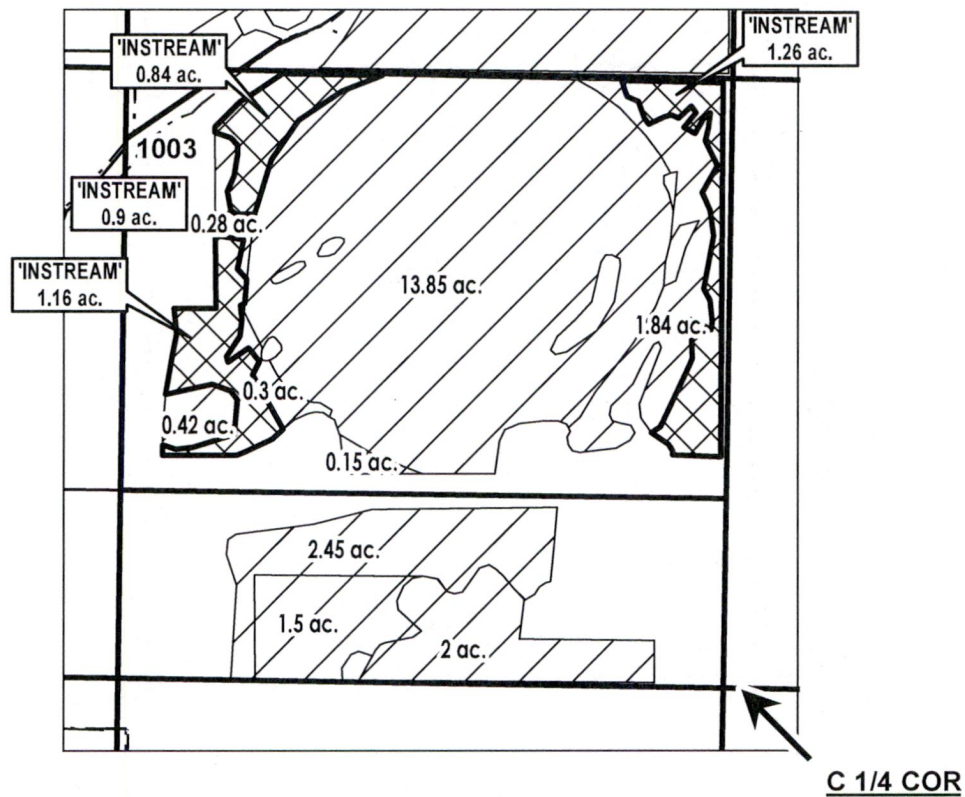
SCALE - 1" = 400'

FEB 27 2025

Salem, OR

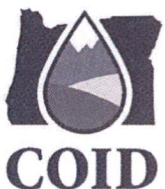


SE 1/4 OF THE NW 1/4



C 1/4 COR

	EXISTING WATER RIGHTS
	INSTREAM LANDS



APPLICATION FOR 1 YEAR INSTREAM LEASE

NAME: 143 Investments, LLC

TAXLOT #: 1003

4.16 ACRES

DATE: 11/5/2024

**CROOK COUNTY
SEC.08 T16S R14E**

SCALE - 1" = 400'

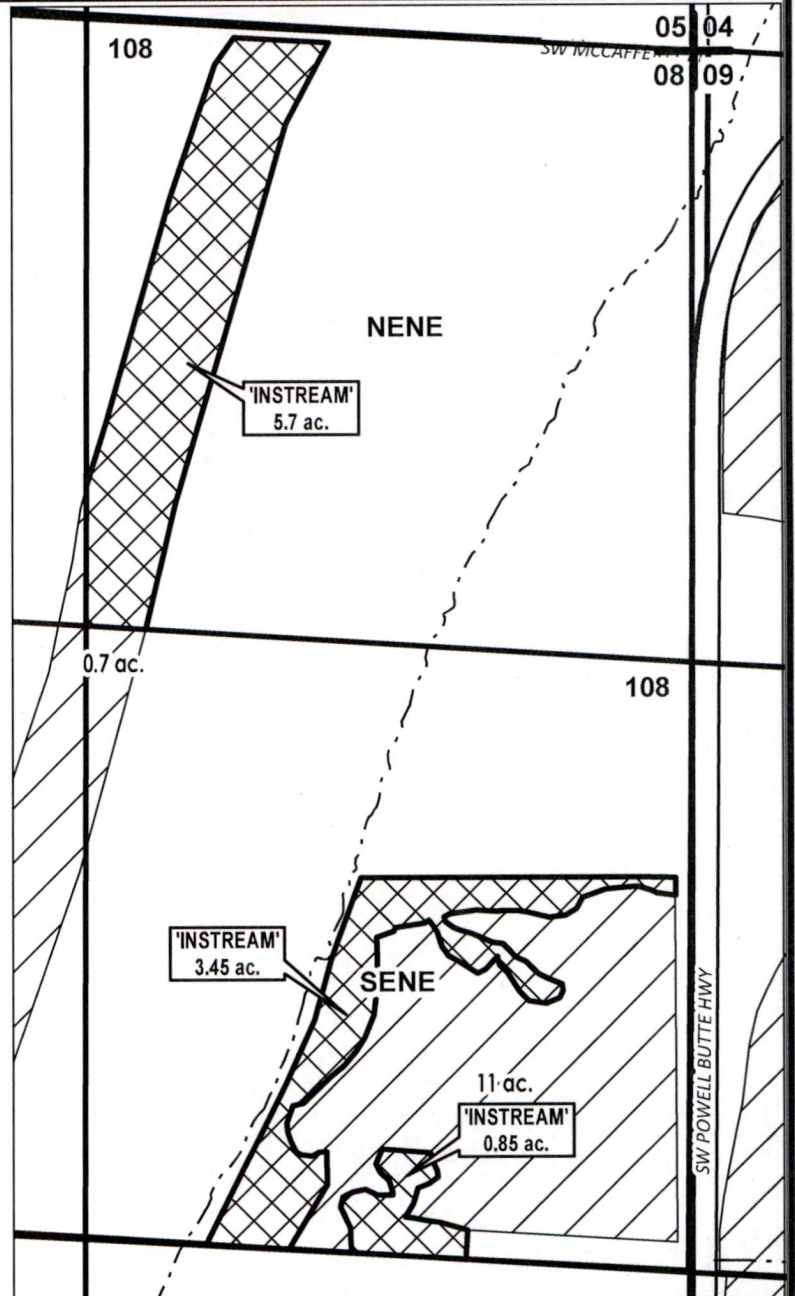
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Salem, OR



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



INSTREAM LANDS

EXISTING WATER RIGHTS



APPLICATION FOR 1 YEAR INSTREAM LEASE

NAME: James, Donald/Dorothy

TAXLOT #: 108

10.0 ACRES

DATE: 12/27/2024

DESCHUTES COUNTY SEC.04 T18S R13E

Received by OWRD

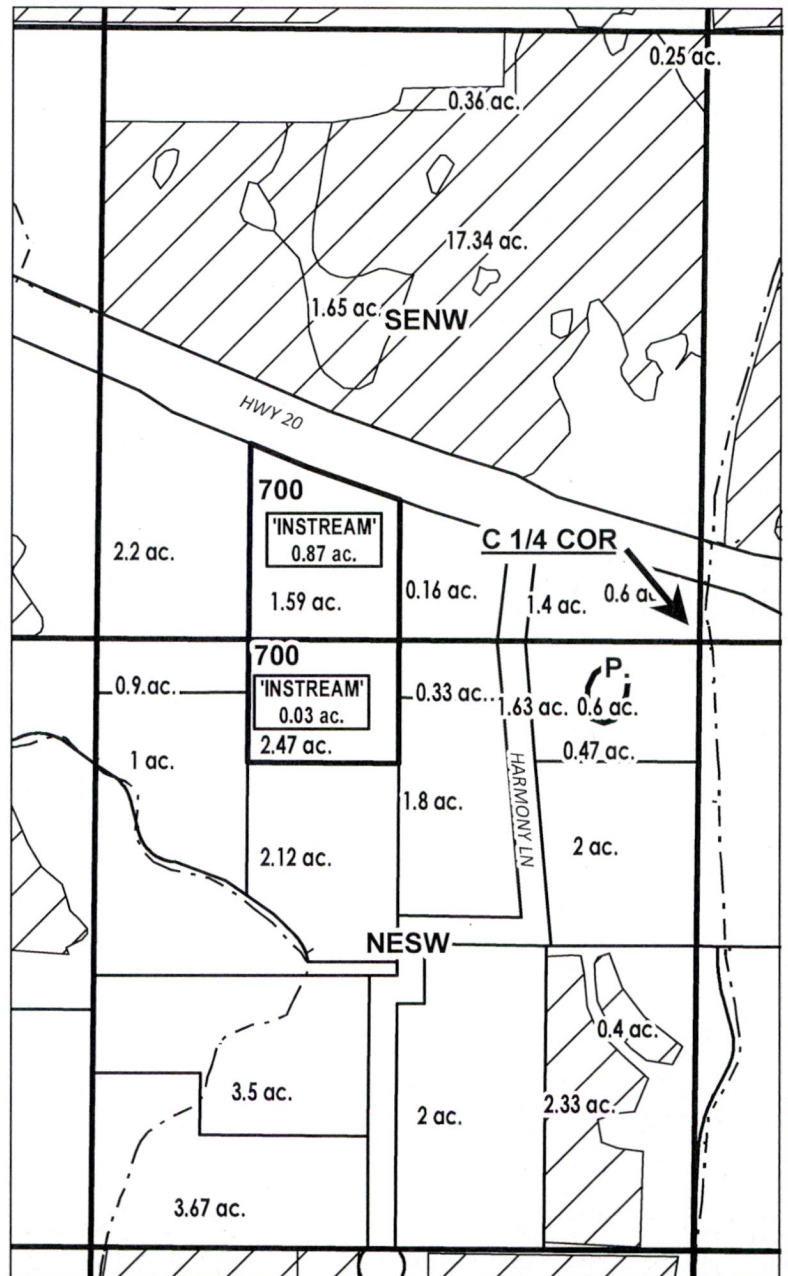
FEB 27 2025

Salem, OR

SCALE - 1" = 400'



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



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



APPLICATION FOR 1 YEAR INSTREAM LEASE

NAME: Armstrong, Jonathan/Katherine

TAXLOT #: 700

0.9 ACRES

DATE: 2/5/2025

**DESCHUTES COUNTY
SEC.19 T17S R13E**

SCALE - 1" = 400'



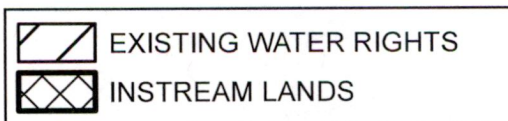
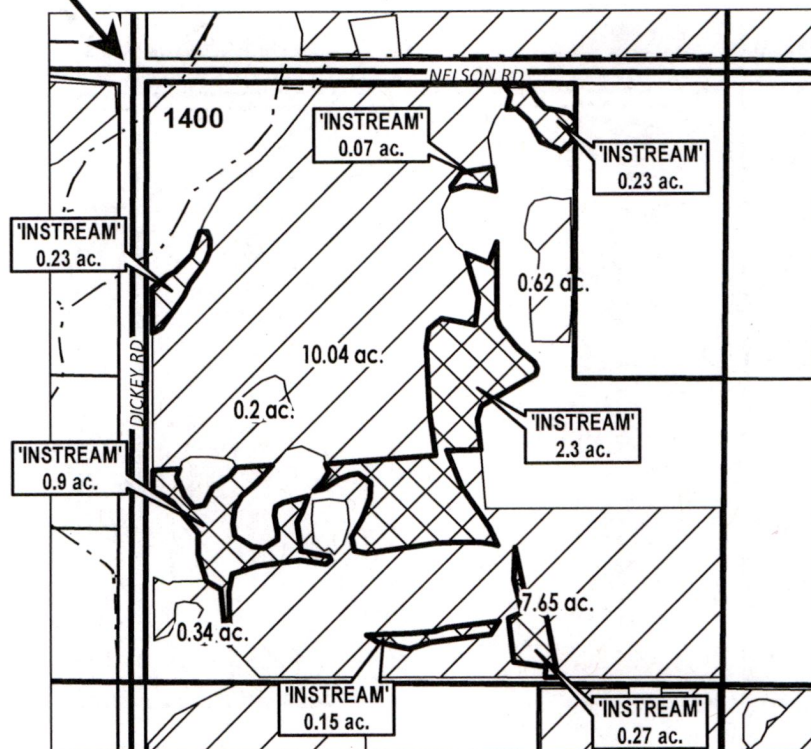
Received by OWRD

FEB 27 2025

Salem, OR

NW 1/4 OF THE SW 1/4

W 1/4 COR



APPLICATION FOR 1 YEAR INSTREAM LEASE

NAME: Gasper, Gary/ Dupont-Gayosso, Ana

TAXLOT #: 1400

4.15 ACRES

DATE: 2/5/2025

**DESCHUTES COUNTY
SEC.33 T17S R13E**

Received by OWRD

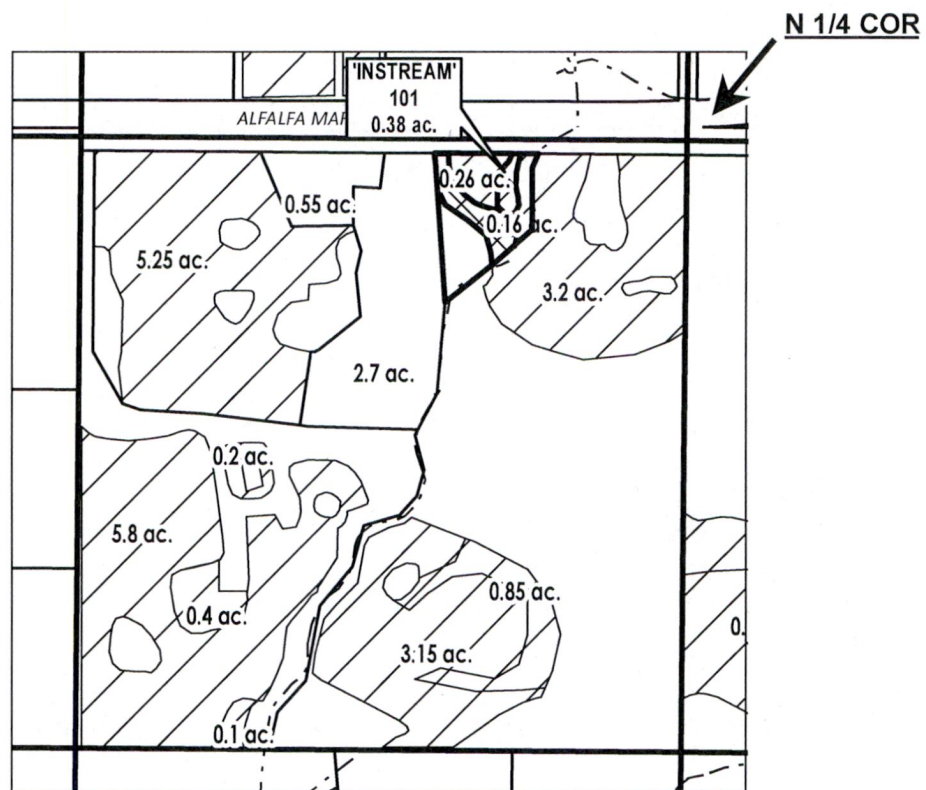
FEB 27 2025

Salem, OR

SCALE - 1" = 400'



NE 1/4 OF THE NW 1/4



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



APPLICATION FOR 1 YEAR INSTREAM LEASE

NAME: Pelaez, Alexander/Ashley

TAXLOT #: 101

0.38 ACRES

DATE: 12/30/2024

**DESCHUTES COUNTY
SEC.21 T17S R14E**

Received by OWRD

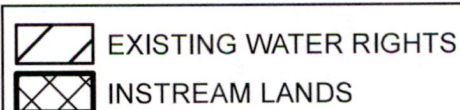
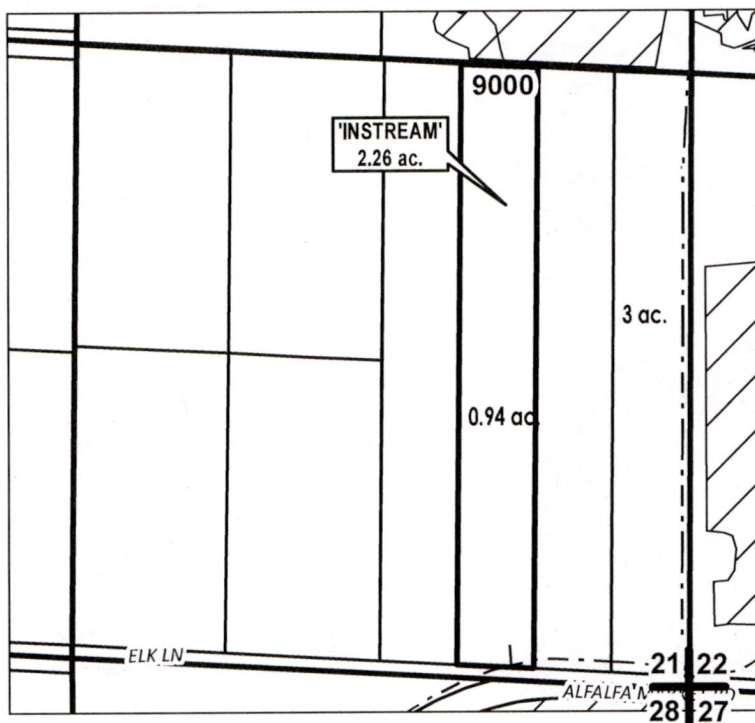
FEB 27 2025

Salem, OR

SCALE - 1" = 400'



SE 1/4 OF THE SE 1/4



APPLICATION FOR 1 YEAR INSTREAM LEASE

NAME: Speyer, Brandon/LaShell

TAXLOT #: 9000

2.26 ACRES

DATE: 1/10/2025

**DESCHUTES COUNTY
SEC.24 T17S R12E**

Received by OWRD

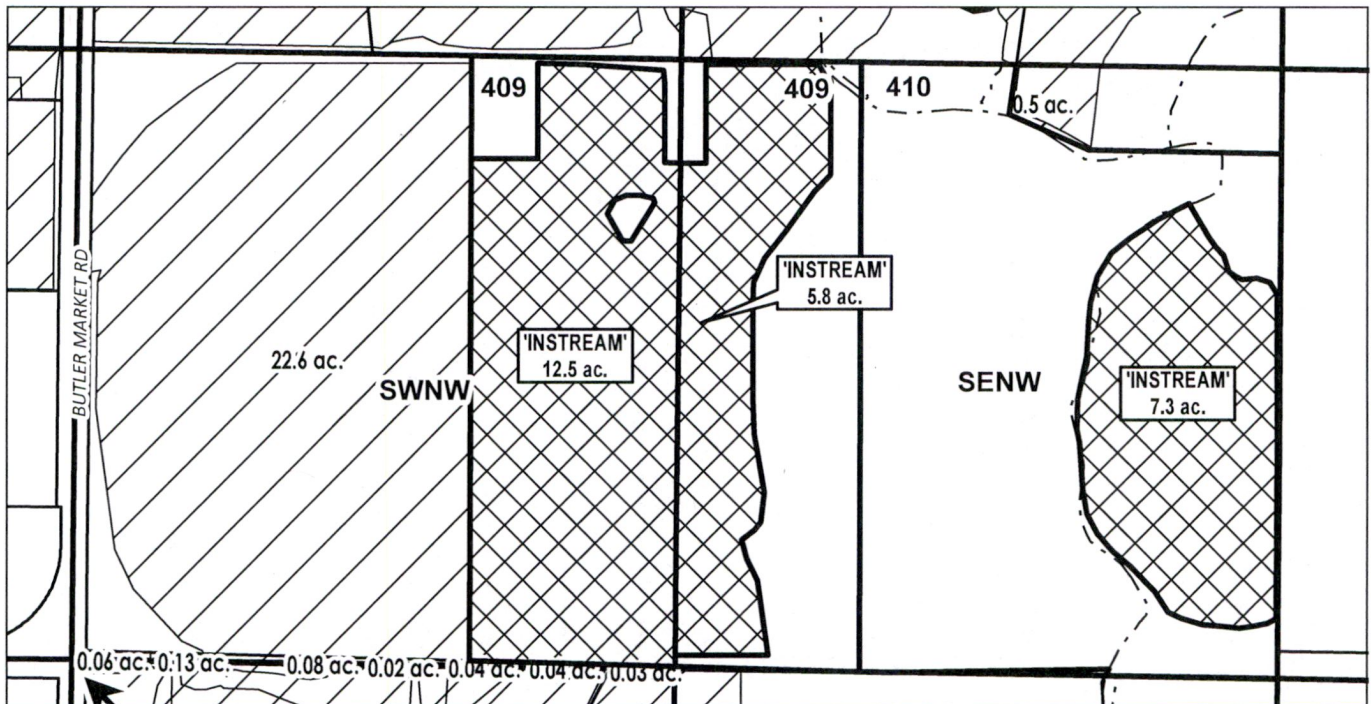
FEB 27 2025

Salem, OR

SCALE - 1" = 400'



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



W 1/4 COR

	EXISTING WATER RIGHTS
	INSTREAM LANDS



APPLICATION FOR 1 YEAR INSTREAM LEASE

NAME: Butler & Hamby, LLC

TAXLOT #: 409, 410

25.6 ACRES

DATE: 1/30/2025

**DESCHUTES COUNTY
SEC.22 T17S R14E**

SCALE - 1" = 400'

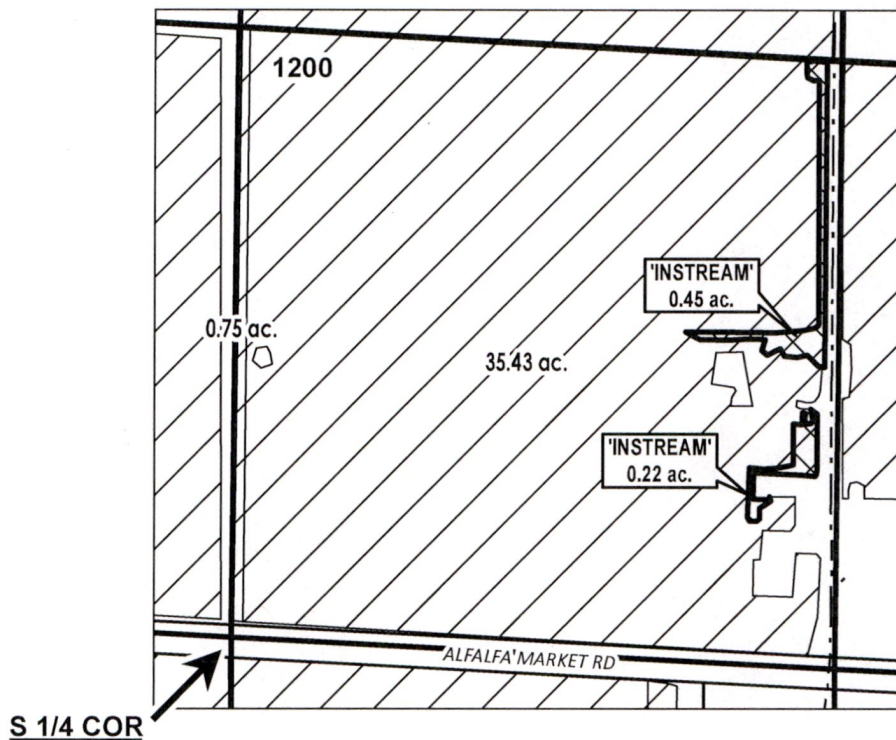


SW 1/4 OF THE SE 1/4

Received by OWRD

FEB 27 2025

Salem, OR



	EXISTING WATER RIGHTS
	INSTREAM LANDS



APPLICATION FOR 1 YEAR INSTREAM LEASE

NAME: Stoller, Daniel/Mary

TAXLOT #: 1200

0.67 ACRES

DATE: 1/10/2025