

**CLAIM OF
BENEFICIAL USE
for Surface Water Permits
claiming more than 0.1 cfs**



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

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**A fee of \$230 must accompany this form for permits
with priority dates of July 9, 1987, or later.**

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A separate form shall be completed for each permit.

In cases where a permit has been amended through the permit amendment process, a separate claim for the permit amendment is not required. Incorporate the permit amendment into the claim for the permit.

This form is subject to revision. **Begin each new claim** by checking for a new version of this form at:
<https://www.oregon.gov/OWRD/Forms/Pages/default.aspx>

Go to "Resources for Water Right Examiners (CWRE)" Page

<https://www.oregon.gov/OWRD/programs/WaterRights/COBU/Pages/default.aspx>

The completion of this form is required by OAR 690-014-0100(1) and 690-014-0110(4).

Please type or print in dark ink. If this form is found to contain errors or omissions, it may be returned to you. **Every item must have a response.** If any requested information does not apply to the claim, insert "NA." **Do not delete or alter any section of this form unless directed by the form.** The Department may require the submittal of additional information from any water user or authorized agent.

"Section 8" of this form is intended to aid in the completion of this form and should not be submitted.

If you have questions regarding the completion of this form, please call 503-979-9103.

The Department has a program that allows it to enter into a voluntary agreement with an applicant for expedited services. Under such an agreement, the applicant pays the cost to hire additional staff that would not otherwise be available. This program means a certificate may be issued in about a month. For more information on this program see

<https://www.oregon.gov/OWRD/programs/WaterRights/RA/Pages/default.aspx>

SECTION 1

GENERAL INFORMATION

1. File Information:

APPLICATION #	PERMIT #	PERMIT AMENDMENT #
S-88362	S-55096	T-

2. Property Owner (current owner information):

APPLICANT/BUSINESS NAME Kevin G. and Andria K. McDonald Living Trust		PHONE NO. (541) 990-3283	ADDITIONAL CONTACT NO.
ADDRESS PO Box 159			
CITY Halsey	STATE OR	ZIP 97348	E-MAIL kevin@smithseed.com

If the current property owner is not the permit holder of record, it is recommended that an assignment be filed with the Department. ***Each permit holder of record must sign this form.***

3. Permit or holder of record (this may, or may not, be the current property owner):

PERMIT HOLDER OF RECORD Kevin G. and Andria K. McDonald Living Trust			
ADDRESS PO Box 159			
CITY Halsey	STATE OR	ZIP 97348	

ADDITIONAL PERMIT HOLDER OF RECORD		
ADDRESS		
CITY	STATE	ZIP

4. Date of Site Inspection:

1/11/2023 & 2/20/2025

5. Person(s) interviewed and description of their association with the project:

NAME	DATE	ASSOCIATION WITH THE PROJECT
Kevin McDonald	1/11/2023 & 2/20/2025	Owner

6. County:

Linn

7. If any property described in the place of use of the permit final order is excluded from this report, identify the owner of record for that property (ORS 537.230(5)):

OWNER OF RECORD		
ADDRESS		
CITY	STATE	ZIP

Add additional tables for owners of record as needed

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SECTION 3 CLAIM DESCRIPTION

1. Point of diversion name or number:

POINT OF DIVERSION (POD) NAME OR NUMBER (CORRESPOND TO MAP)
POD 1

2. Point of diversion source and tributary:

POD NAME OR NUMBER	SOURCE	TRIBUTARY
POD 1	Willamette River Basin Project Reservoirs	McKenzie River

3. Developed use(s), period of use, and rate for each use:

POD NAME OR NUMBER	USES	IF IRRIGATION, LIST CROP TYPE	SEASON OR MONTHS WHEN WATER WAS USED	ACTUAL RATE OR VOLUME USED (CFS, GPM, OR AF)
POD 1	Irrigation	Hazelnuts, Grass Seed	Apr. 1 – Oct. 31	55 AF
Total Quantity of Water Used				55 AF

4. Provide a general narrative description of the distribution works. This description must trace the water system from each point of diversion to the place of use:

Water is pumped from POD 1 by a 3 HP submersible pump and a 32 HP diesel pump and delivered to the Pou through 1.5" flex hose and 4" aluminum above-ground mainline. Water is applied to the hazelnut POU by drip and to the remaining POU by small hose reels and handlines.

Reminder: The map associated with this claim must identify the location of the point(s) of diversion, Donation Land Claims (DLC), Government Lots (GLot), and Quarter-Quarters (QQ).

5. Variations:

Was the use developed differently from what was authorized by the permit, or permit amendment final order? If yes, describe below.

YES NO

(e.g. "The permit allowed three points of diversion. The water user only developed one of the points." or "The permit allowed 40.0 acres of irrigation. The water user only developed 10.0 acres.")

55.0 acres were allowed by the permit, only 53.4 acres were developed.

6. Claim Summary:

POD NAME OR #	MAXIMUM RATE AUTHORIZED	CALCULATED THEORETICAL RATE BASED ON SYSTEM	AMOUNT OF WATER MEASURED	USE	# OF ACRES ALLOWED	# OF ACRES DEVELOPED
POD 1 (3 HP pump)	*	0.17 cfs	*	Irrigation	55.0	53.4
POD 1 (32 HP pump)	*	1.52 cfs	*	Irrigation	55.0	53.4

*Permit is for 55.0 AF of stored water, no rate authorized. System not running at time of inspection.

**SECTION 4
SYSTEM DESCRIPTION**

Are there multiple PODs? YES NO

If "YES" you will need to copy and complete a separate Section 4 for each POD.

POD Name or Number this section describes (only needed if there is more than one):

POD 1

A. Place of Use

1. Is the right for municipal use? YES NO

If "YES" the table below may be deleted.

TWP	RNG	MER	SEC	QQ	GLOT	DLC	USE	IF IRRIGATION, # PRIMARY ACRES	IF IRRIGATION, # SUPPLEMENTAL ACRES
14S	4W	WM	23	SWNE			Irrigation	25.2	
14S	4W	WM	23	SENE			Irrigation	28.2	
Total Acres Irrigated								53.4	

Reminder: The map associated with this claim must identify Donation Land Claims (DLC), Government Lots (Glot), Quarter Quarters (QQ), and if for irrigation, the number of acres irrigated within each projected DLC, Glot, and QQ.

B. Diversion and Delivery System Information

Provide the following information concerning the diversion and delivery system. Information provided must describe the equipment used to transport and apply the water from the point of diversion to the place of use.

1. Is a pump used? YES NO

If "NO" items 2 through item 6 may be deleted.

2. Pump Information:

MANUFACTURER	MODEL	SERIAL NUMBER	TYPE (CENTRIFUGAL, TURBINE OR SUBMERSIBLE)	INTAKE SIZE	DISCHARGE SIZE
Tuhorse	TH4-DF-06	Not found	Submersible		1.5"
Berkeley	H558A/H689CW	Not found	Centrifugal	4.5"	3.5"

3. Motor Information:

MANUFACTURER	HORSEPOWER
Not found	3
Kubota	32

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4. Theoretical Pump Capacity:

HORSEPOWER	OPERATING PSI	LIFT FROM SOURCE TO PUMP	LIFT FROM PUMP TO PLACE OF USE	TOTAL PUMP OUTPUT (IN CFS)
3	45	0'	11'	0.17
32	50	10'	2'	1.52

5. Provide pump calculations:

3 HP: $Q = (3 * 7.04) / (114.3 + 11) = 0.17$
 32 HP: $Q = (32 * 6.61) / (127 + 12) = 1.52$

6. Measured Pump Capacity (using meter if meter was present and system was operating):

INITIAL METER READING	ENDING METER READING	DURATION OF TIME OBSERVED	TOTAL PUMP OUTPUT (IN CFS)
System not running at time of site inspection.			

Reminder: For pump calculations use the reference information at the end of this document.

7. Is the distribution system piped?

YES NO

If "NO" items 8 through item 13 may be deleted.

8. Mainline Information:

MAINLINE SIZE	LENGTH	TYPE OF PIPE	BURIED OR ABOVE GROUND
1.5"	900'	Flex Hose	Above Ground
4"	2,040'	Aluminum	Above Ground

9. Lateral or Handline Information:

LATERAL OR HANDLINE SIZE	LENGTH	TYPE OF PIPE	BURIED OR ABOVE GROUND
2"	120'	Aluminum	Above Ground
3"	1110'	Aluminum	Above Ground

10. Sprinkler Information:

SIZE	OPERATING PSI	SPRINKLER OUTPUT (GPM)	TOTAL NUMBER OF SPRINKLERS	MAXIMUM NUMBER USED	TOTAL SPRINKLER OUTPUT (CFS)
5/32"	50	5	22	22	0.24

Reminder: For sprinkler output determination use the reference information at the end of this document.

11. Drip Emitter Information:

SIZE	OPERATING PSI	EMITTER OUTPUT (GPM)	TOTAL NUMBER OF EMITTERS	MAXIMUM NUMBER USED	TOTAL EMITTER OUTPUT (CFS)
Techline CV (12" spacing)	50	0.006667	16,050	16,050	0.24

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12. Drip Tape Information:

DRIPPER SPACING IN INCHES	GPM PER 100 FEET	TOTAL LENGTH OF TAPE	MAXIMUM LENGTH OF TAPE USED	TOTAL TAPE OUTPUT (CFS)	ADDITIONAL INFORMATION
N/A					

13. Pivot Information:

MANUFACTURER	MAXIMUM WETTED RADIUS	OPERATING PSI	TOTAL PIVOT OUTPUT (GPM)	TOTAL PIVOT OUTPUT (CFS)
N/A				

C. Storage

1. Does the distribution system include in-system storage (e.g. storage tank, bulge in system / reservoir)?

YES NO

D. Gravity Flow Pipe

(THE DEPARTMENT TYPICALLY USES THE HAZEN-WILLIAM'S FORMULA FOR A GRAVITY FLOW PIPE SYSTEM)

1. Does the system involve a gravity flow pipe?

YES NO

E. Gravity Flow Canal or Ditch

(THE DEPARTMENT TYPICALLY USES MANNING'S FORMULA FOR CANALS AND DITCHES)

1. Is a gravity flow canal or ditch used to convey the water as part of the distribution system?

YES NO

F. Additional notes or comments related to the system:

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SECTION 5 CONDITIONS

All conditions contained in the permit, permit amendment, or any extension final order shall be addressed. Reports that do not address all performance related conditions will be returned.

1. Time Limits:

Permits and any extension final orders contain any or all of the following dates: the date when the actual construction work was to begin, the date when the construction was to be completed, and the date when the complete application of water to the proposed use was to be completed. These dates may be referred to as ABC dates. Describe how the water user has complied with each of the development timelines established in the permit or permit extension of time:

	DATE FROM PERMIT	DATE ACCOMPLISHED*	DESCRIPTION OF ACTIONS TAKEN BY WATER USER TO COMPLY WITH THE TIME LIMITS
ISSUANCE DATE	11/15/2017		
BEGIN CONSTRUCTION (A)	11/15/2022	Feb. 2018	Began installing irrigation equipment.
COMPLETE CONSTRUCTION (B)	N/A	N/A	N/A
COMPLETE APPLICATION OF WATER (C)	11/15/2022	Sep. 2023	Completed irrigating all authorized acreage being claimed.

* MUST BE WITHIN PERIOD BETWEEN PERMIT OR ANY EXTENSION FINAL ORDER ISSUANCE AND THE DATE TO COMPLETELY APPLY WATER

2. Is there an extension final order(s)?

YES NO

If "NO", items a and b relating to this section may be deleted.

a. Did the Extension Final Order require the submittal of Progress Reports?

YES NO

If "NO", item b relating to this section may be deleted.

b. Were the Progress Reports submitted?

YES NO

If the reports have not been submitted, attach a copy of the reports if available.

3. Measurement Conditions:

a. Does the permit, permit amendment, or any extension final order require the installation of a meter or approved measuring device?

YES NO

If "NO", items b through f relating to this section may be deleted.

Reminder: If a meter or approved measuring device was required, the COBU map must indicate the location of the device in relation to the point of diversion.

b. Has a meter been installed?

YES NO

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c. Meter Information

POD NAME OR #	MANUFACTURER	SERIAL #	CONDITION (WORKING OR NOT)	CURRENT METER READING	DATE INSTALLED
POD 1 (3 HP pump)	FLOMEC	TM150-N MAR1017	Working	*	Feb. 2018
POD 1 (32 HP pump)	PRMFiltration	21M- 003596	Working	35992	Aug. 2024

*Low battery, so meter did not display a reading during site inspection.

4. Recording and reporting conditions:

a. Is the water user required to report the water use to the Department? YES NO

5. Fish Screening:

a. Are any points of diversion required to be screened to prevent fish from entering the point of diversion? YES NO

If "NO", items b through e relating to this section may be deleted.

Reminder: If fish screening devices were required, the COBU map must indicate their location in relation to the point of diversion.

b. Has the fish screening been installed? YES NO

c. When was the fish screening installed?

DATE	BY WHOM
3 HP: June 2023	Kevin McDonald
32 HP: Aug. 2024	Kevin McDonald

Reminder: If the permit was issued on or after February 1, 2011, the fish screen is required to be approved by the Oregon Department of Fish and Wildlife regardless of the rate of diversion.

d. If the diversion involves a pump and the total diversion rate of all rights at the point of diversion is less than 225 gpm (0.5 cfs) and the permit was issued prior to February 1, 2011:

- Has the self-certification form previously been submitted to the Department? NA YES NO

If not, go to <https://www.oregon.gov/OWRD/Forms/Pages/default.aspx> complete and attach a copy of the 'ODFW Small Pump Screen Self Certification' form to this claim, and send a copy of it to the Oregon Department of Fish and Wildlife (ODFW).

Reminder: Failure to submit evidence of a timely installed fish screen may result in an unfavorable determination. The ODFW self certification form needs to have been previously submitted or be attached to this form.

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e. If the diversion does **not involve a pump** or the **total** diversion rate of all rights at the point of diversion is 225 gpm (0.5 cfs) or greater:

- Has the ODFW approval been previously submitted? NA YES NO

If not, contact and work with ODFW to ensure compliance. To demonstrate compliance, provide signed documentation from ODFW. A form is available at:

<https://www.oregon.gov/OWRD/Forms/Pages/default.aspx>

Reminder: Failure to submit evidence of a timely installed fish screen may result in an unfavorable determination. In order to receive a favorable approval, the ODFW/WRD "Fish Screen Inspection" form needs to have been previously submitted or be attached to this form.

6. By-pass Devices:

- a. Are any points of diversion required to have a by-pass device to prevent fish from entering the point of diversion? YES NO

7. Other conditions required by permit, permit amendment final order, or extension final order:

- a. Was the water user required to restore the riparian area if it was disturbed? YES NO
- b. Was a fishway required? YES NO
- c. Was submittal of a water management and conservation plan required? YES NO
- d. Other conditions? YES NO

If "YES" to any of the above, identify the condition and describe the water user's actions to comply with the condition(s):

a. No riparian areas were disturbed.

**SECTION 6
ATTACHMENTS**

Provide a list of any additional documents you are attaching to this report:

ATTACHMENT NAME	DESCRIPTION
Pictures (x18)	7 taken at 1/11/2023 site inspection and 11 taken at 2/20/2025 site inspection.
ODFW Letter	Approval of fish screens.
Obituary	For Andria McDonald, Kevin signed as estate trustee.

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SECTION 7

CLAIM OF BENEFICIAL USE MAP

The Claim of Beneficial Use Map must be submitted with this claim. Claims submitted without the Claim of Beneficial Use map will be returned. The map shall be submitted on poly film at a scale of 1" = 1320 feet, 1" = 400 feet, or the original full-size scale of the county assessor map for the location.

Provide a general description of the survey method used to prepare the map. Examples of possible methods include, but are not limited to, a traverse survey, GPS, or the use of aerial photos. If the basis of the survey is an aerial photo, provide the source, date, series and the aerial photo identification number.

Survey method used was aerial photo provided by Maxar Technologies.
Source Date: 7/13/2023

Map Checklist

Please be sure that the map you submit includes ALL the items listed below.

(Reminder: Incomplete maps and/or claims may be returned.)

- Map on polyester film
- Appropriate scale (1" = 400 feet, 1" = 1320 feet, or the original full-size scale of the county assessor map)
- Township, Range, Section, Donation Land Claims, and Government Lots
- If irrigation, number of acres irrigated within each projected Donation Land Claims, Government Lots, Quarter-Quarters
- Locations of fish screens and/or fish by-pass devices in relationship to point of diversion
- Locations of meters and/or measuring devices in relationship to point of diversion or appropriation
- Conveyance structures illustrated (pumps, reservoirs, pipelines, ditches, etc.)
- Point(s) of diversion or appropriation (illustrated and coordinates)
- Tax lot boundaries and numbers
- Source illustrated if surface water
- Disclaimer ("This map is not intended to provide legal dimensions or locations of property ownership lines")
- Application and permit number or transfer number
- North arrow
- Legend
- CWRE stamp and signature

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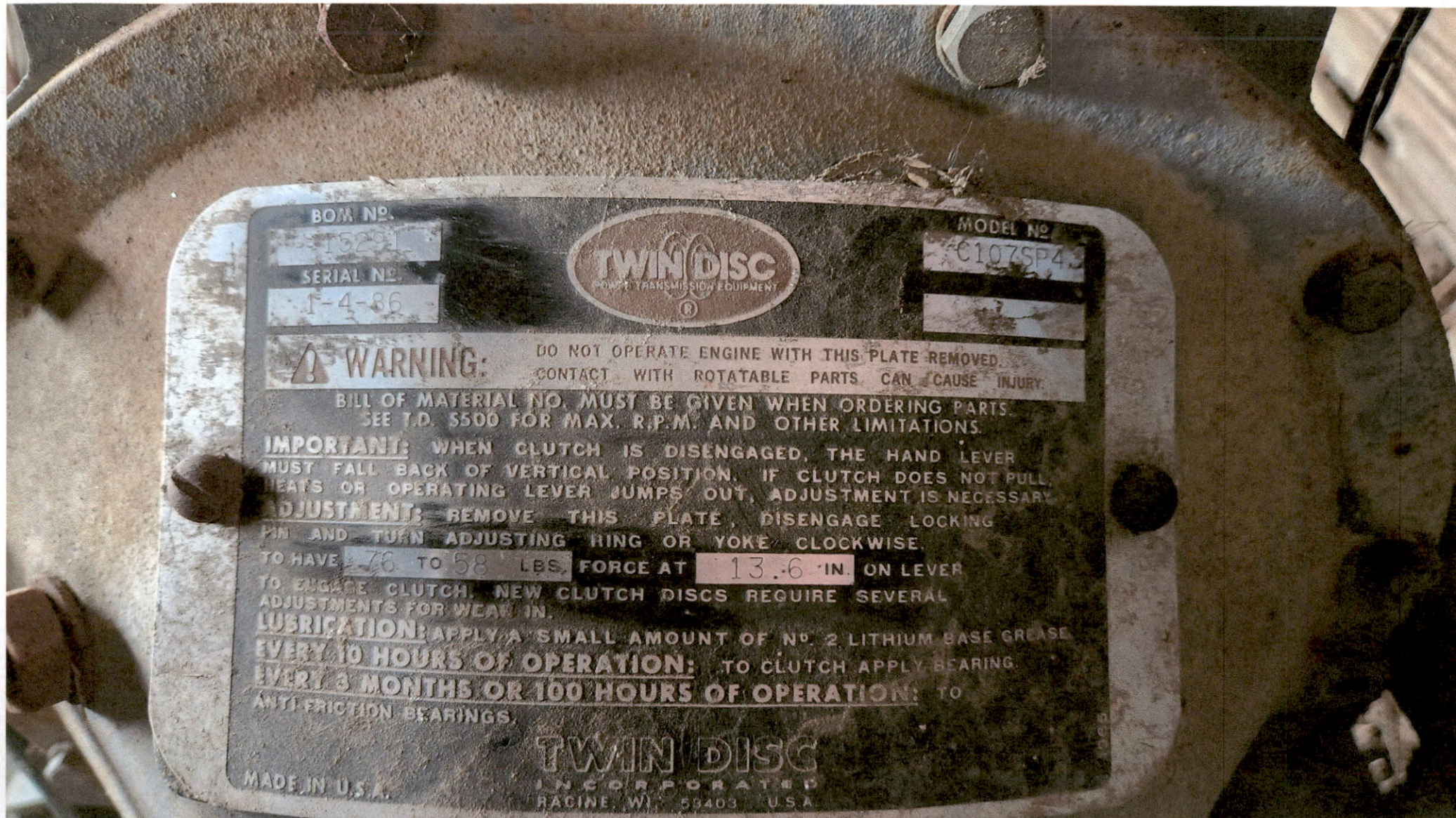


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1-11-23 McDonald
32 HP Diesel pump



BOM NO.

15291

SERIAL NO.

1-4-86

MODEL NO.

C107SP4



WARNING:

DO NOT OPERATE ENGINE WITH THIS PLATE REMOVED. CONTACT WITH ROTATABLE PARTS CAN CAUSE INJURY.

BILL OF MATERIAL NO. MUST BE GIVEN WHEN ORDERING PARTS. SEE T.D. S500 FOR MAX. R.P.M. AND OTHER LIMITATIONS.

IMPORTANT: WHEN CLUTCH IS DISENGAGED, THE HAND LEVER MUST FALL BACK OF VERTICAL POSITION. IF CLUTCH DOES NOT PULL, BEATS OR OPERATING LEVER JUMPS OUT, ADJUSTMENT IS NECESSARY.

ADJUSTMENT: REMOVE THIS PLATE, DISENGAGE LOCKING PIN AND TURN ADJUSTING RING OR YOKE CLOCKWISE.

TO HAVE 76 TO 58 LBS. FORCE AT 13.6 IN. ON LEVER TO ENGAGE CLUTCH. NEW CLUTCH DISCS REQUIRE SEVERAL ADJUSTMENTS FOR WEAR IN.

LUBRICATION: APPLY A SMALL AMOUNT OF NO. 2 LITHIUM BASE GREASE

EVERY 10 HOURS OF OPERATION: TO CLUTCH APPLY BEARING

EVERY 3 MONTHS OR 100 HOURS OF OPERATION: TO ANTI-FRICTION BEARINGS.

TWIN DISC

INCORPORATED
RACINE, WI. 53403 U.S.A.

MADE IN U.S.A.

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1-11-23 McDardd

Diesel motor tag

2



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1-11-23 McDonald
Berkeley pump on diesel motor

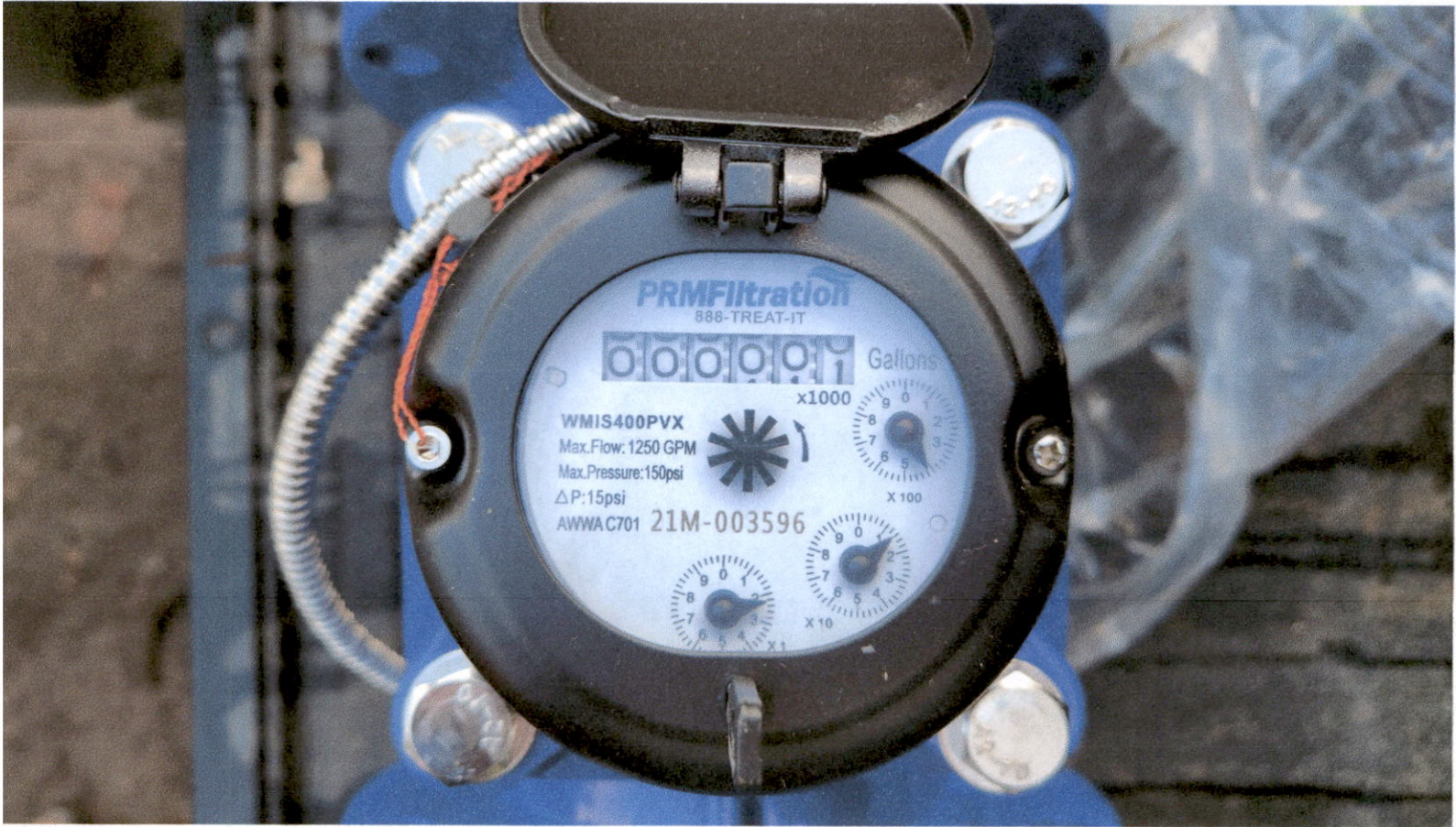


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1-11-23 McDonald
Centrifugal Berkeley pump model H55B A / H 609 CW
on diesel motor.



1-11-23 McDonald
Diesel pump flow meter

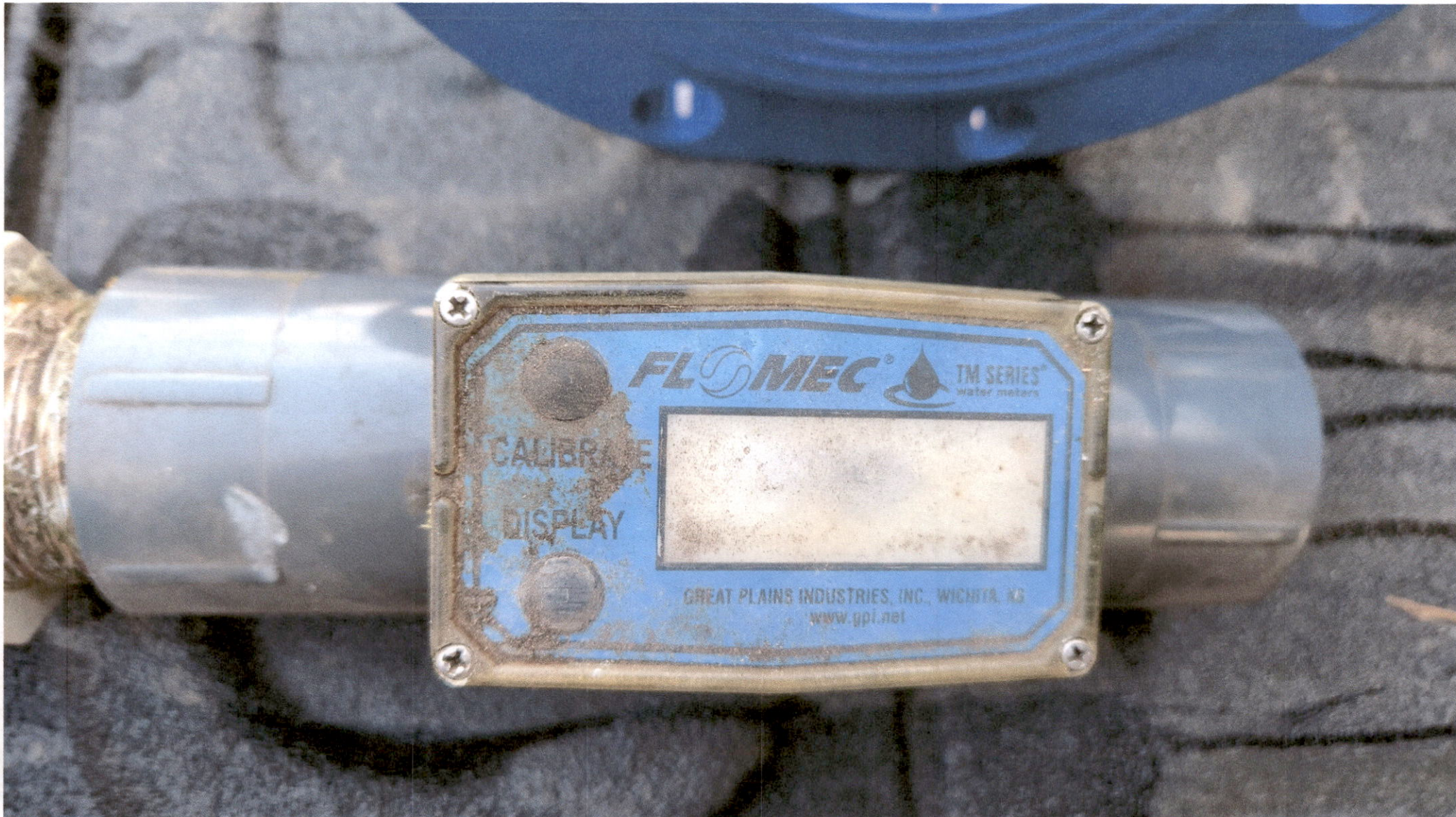
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1-11-23 McDonald
Electric pump flow meter model No.

⑥



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1-11-23 McDonald
Electric pump flow meter

(7)



2-20-2025 McDonald B110G Hose Reel
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2-20-2025 McDonald

B110 G Hose Reel Gun Nozzle

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2-20-2025 McDonald

B110G Hose Reel Gun

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2-20-2025 McDonald

B130 Hose Reel

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2-20-2025 McDonald B130 Hose Reel Gun

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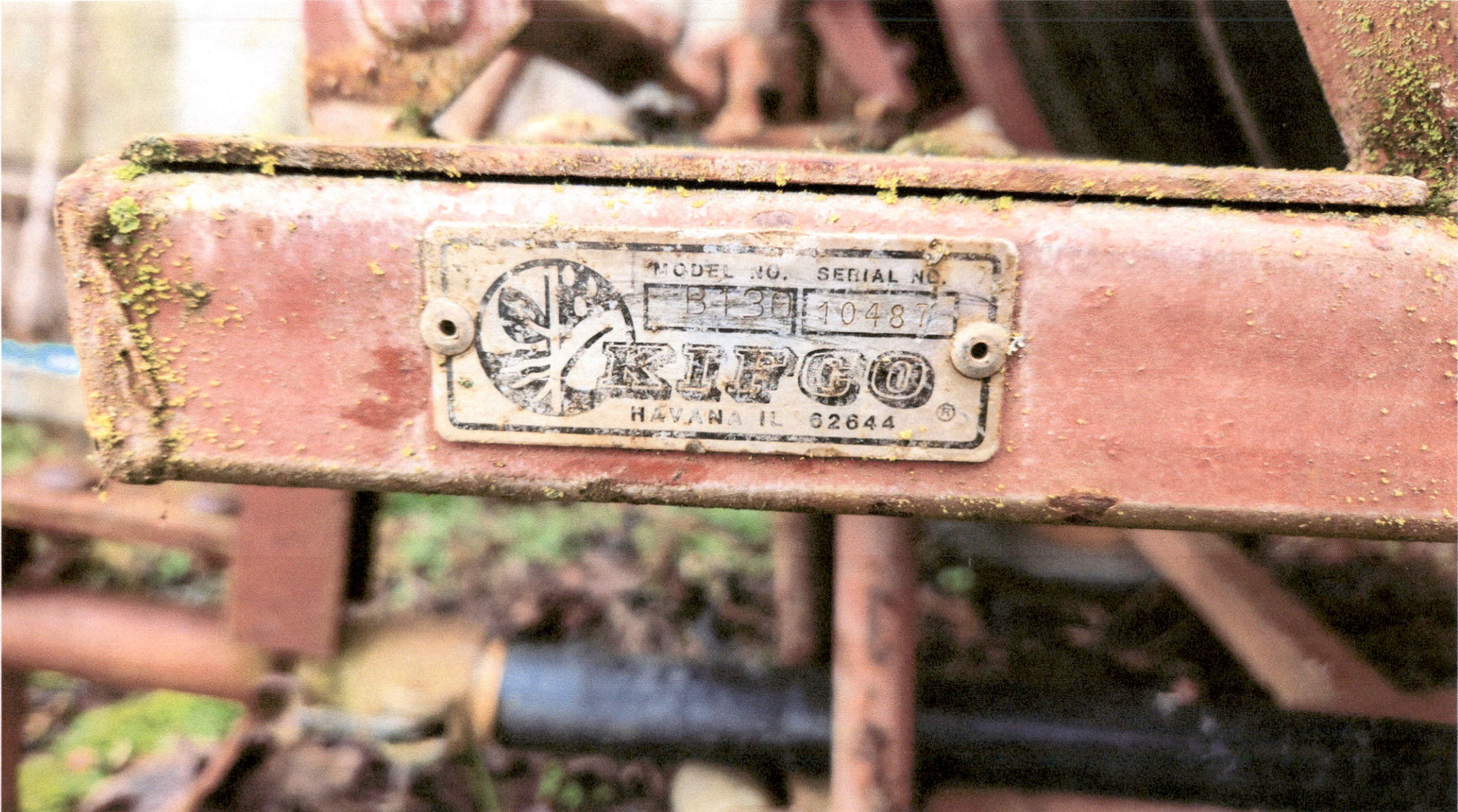


2-20-2025 McDonald B130 Hose Reel Gun Nozzle

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2-20-2025 McDonald B130 Hose Reel Tag

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2-20-2025 McDonald 32 HP Pump Flow Meter

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2-20-2025 McDonald Hazelnut Field

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2-20-2025 McDonald Hazelnut Field Drip Line

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2-20-2025 McDonald Aluminum Pipe

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Oregon

Tina Kotek., Governor

Department of Fish and Wildlife

The Dalles Screen Shop

3561 Klindt Drive
The Dalles, OR 97058

(541) 296-8026

FAX (541) 296-7889

odfw.com

August 09, 2023

Attn. Kevin McDonald
McDonald Living Trust
PO Box 159
Halsey, Or 97348



RE: Permit S-55096

To whom it may concern,

This letter is regarding fish screening and passage requirements set forth in the Oregon Water Resources Department for permit S-55096. This permit allocates water from the Muddy Creek a tributary of the Willamette River. This site was inspected virtually with photos submitted by the water rights examiner.

The water user has installed the following pumps at the point of diversion.

- Tuhorse centrifugal 3 hp pump rated at a maximum rate of 72 gpm or 0.19 cfs being screened by a custom-made end of pipe passive screen (30" long x 39" circumference) rated at 728 gpm or 1.94 cfs
- Kubota 32 hp pump rated a 480 gpm or 1.07 cfs being screened by a Pump Rite L500 passive screen rated at 500 gpm or 1.33 cfs

Based on the information provided above ODFW has concluded that both screens will meet criteria up to a max combined withdrawal rate of 3.27 cfs while protect all age classes of native fish present from entrapment and impingement and will satisfy the screening requirements for Permit S-55096. A by-pass device is not required at this point of diversion as this is an end of pipe screen.

This approval is contingent on the following: the screens were installed prior to any withdrawal of water, the screens are installed so that the effective screen area is submerged during operation, and the screens are regularly inspected and maintained to ensure they remain in working order, including removing debris as necessary, and the screen are annually inspected when they are not in use.

If there are any questions regarding the approval of the screens for Permit S-55096, please contact me at 541-296-8026.

Sincerely,

Toby Schuyler

Fish Screen and Passage Coordinator

CC: Grant McGill

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Andria Kaye McDonald



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August 22, 1967---

November 22, 2023

Andria Kaye McDonald, better known as Annie, passed away at the age of 56 at her home in Halsey, Oregon. She was born in Corvallis, Oregon to Archie and Linda Meadows. Annie was a loving wife to Kevin McDonald and a devoted mother to her sons Kyle McDonald (Erin) and Jordon McDonald (Hailee). She adored her grandchildren Tori, Lucas, and Laila. Annie is survived by her parents, husband, sons, grandchildren, brother Jeff Meadows (Naomi), and nieces and nephews.

Annie's educational journey began at Shedd kindergarten and Halsey Elementary School and continued at Central Linn High School, where she excelled in academics, played basketball, and was very active in FFA. She further pursued her education at Linn Benton Community College, Chemeketa Community College and later, proudly graduated from Oregon State University.

December 21, 1985 Annie married her high school sweetheart Kevin McDonald. Throughout her life, Annie had various roles, including being a homemaker, farmer, coach, school assistant, FFA Alumni, and housing coordinator for Albany Partnership for Housing and Development. She found joy in her careers, was devoted to helping others, and made a positive impact in her community. In her free time, Annie had a passion for gardening, which she shared with her beloved grandchildren. She was also an avid knitter, enjoyed traveling, camping, and was a devoted fan of Oregon State University sports, especially OSU women's basketball.

In memory of Annie, contributions can be made to the Halsey Shedd Rural Fire Protection District, Scio FFA Alumni or Shriners Hospital for Children in lieu of flowers. A Celebration of Annie's life is planned at Halsey Mennonite Church, December 21, 2023, 11:30 am.

Fisher Funeral Home in Albany is assisting the family with the arrangements. Annie's warm presence, loving nature, and dedication to her family and community will be deeply missed. Online condolences may be posted at www.fisherfuneralhome.com.

Posted online on November 27, 2023
Published in The Register-Guard



Memory



Listen



Share



Plant a tree



Send flowers

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CERTIFIED TRUE COPY
OF ORIGINAL

BY Brian Brown

CERTIFICATION OF TRUST

In this Certification of Trust ("**Certification**") we, **Kevin G. McDonald** and **Andria K. McDonald** and confirm the following facts:

- 1. Existence of trust.** Kevin G. McDonald and Andria K. McDonald, Trustees, or their successors in interest, of the Kevin G. & Andria K. McDonald Living Trust dated February 9, 2018, and any amendments thereto ("**the Trust**") is in existence. The trust agreement that created the Trust was signed on February 9, 2018.
- 2. Identity of parties.** Kevin G. McDonald and Andria K. McDonald are the Trustmakers and current Trustees of the Trust. If Kevin G. McDonald or Andria K. McDonald is unable or unwilling to serve as Trustee, then the survivor of them shall serve as sole Trustee. If both Kevin G. McDonald and Andria K. McDonald are unable or unwilling to serve as Co-Trustee, then **Kyle A. McDonald** and **Jordon G. McDonald** jointly or the survivor of them shall serve as jointly as Successor Trustee.
- 3. Trustee powers.** The trust agreement grants the trustee powers that include at least all of the trust powers contained in the Uniform Trustees' Powers Act set forth in ORS 130.650 to 130.730. For convenience, certain pages of the trust agreement are attached as **Exhibit A**.
- 4. Address.** The mailing address for the Trust is 4079 Firth Avenue S., Salem, OR 97302.
- 5. Revocability.** The Trust is revocable. We hold the power to revoke the Trust.
- 6. Amendment.** The Trust can be amended. We hold the power to amend the Trust.
- 7. Requirement for action of multiple trustees.** Whenever we are serving as Trustee, we may may make all decisions and exercise all powers and discretions granted to our Trustee without the consent of any other Trustee. Whenever we are not serving as Trustee, if two Trustees are serving, the concurrence of both shall be required for action to be taken; if more than two Trustees are eligible to act with respect to a given matter, the concurrence of a majority of our Trustees shall be required for action to be taken.

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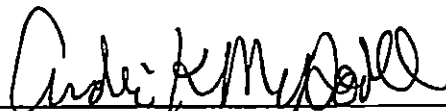
- 8. **Taxpayer identification number.** The taxpayer identification number of this Trust is Kevin G. McDonald's Social Security Number. In order to protect his from identity theft, Kevin G. McDonald's social security number is available upon request.
- 9. **Title to trust assets.** Title to trust assets should be taken as "Kevin G. McDonald and Andria K. McDonald, Trustees, or their successors in interest, of the Kevin G. & Andria K. McDonald Living Trust, dated February 9, 2018, and any amendments thereto."
- 10. **Representations are correct.** The Trust has not been revoked, modified, or amended in any manner that would cause the representations in this certification to be incorrect.
- 11. **Reliance on certification.** A person without actual knowledge that any statements in the certification are incorrect (1) may assume without inquiry that the facts in the certification are true and (2) is not liable to any person for acting in reliance on the certification. ORS 130.860.
- 12. **Governing Law.** The Trust is governed, construed and administered according to the laws of the State of Oregon.

Dated: February 9, 2018



 KEVIN G. McDONALD, Trustmaker and Trustee

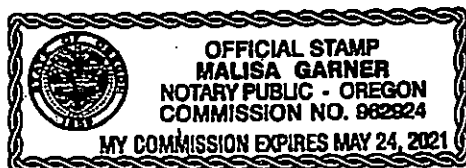
Dated: February 9, 2018




 ANDRIA K. McDONALD, Trustmaker and Trustee

STATE OF OREGON)
) ss.
 County of Marion)

KEVIN G. McDONALD and ANDRIA K. McDONALD, as Trustmakers and Trustees, acknowledged this instrument before me on February 9, 2018.





 Notary Public for Oregon
 My Commission Expires: May 24, 2021

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Salem, OR

THE KEVIN G. & ANDRIA K. MCDONALD LIVING TRUST

February 9, 2018

LAW OFFICES
CON P. LYNCH, ATTORNEYS AT LAW, PC
ESTATE PLANNING AND ADMINISTRATION
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SALEM, OREGON 97302

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The Kevin G. & Andria K. McDonald Living Trust

Article One
Establishing Our Trust

The date of this trust is February 9, 2018. The parties to this trust are Kevin G. McDonald and Andria K. McDonald (the "Trustmakers") and Kevin G. McDonald and Andria K. McDonald (collectively, our "Trustee").

We intend to create a valid trust under the laws of Oregon and under the laws of any state in which any trust created under this trust document is administered. The terms of this trust prevail over any provision of Oregon law, except those provisions that are mandatory and may not be waived.

Section 1.01 Identifying Our Trust

For convenience, our trust may be referred to as:

"The Kevin G. & Andria K. McDonald Living Trust dated February 9, 2018."

To the extent practicable, for the purpose of transferring property to our trust or identifying our trust in any beneficiary or pay-on-death designation, our trust should be identified as:

"Kevin G. McDonald and Andria K. McDonald, Trustees, or their successors in interest, of the Kevin G. & Andria K. McDonald Living Trust dated February 9, 2018, and any amendments thereto."

For all purposes, concerning the identity of our trust or any property titled in or payable to our trust, any description referring to our trust will be effective if it reasonably identifies our trust and indicates that the trust property is held in a fiduciary capacity.

Section 1.02 Reliance by Third Parties

Third parties may require documentation to verify the existence of this trust, or particular provisions of it, including the name of our Trustee or the powers held by our Trustee. To protect the confidentiality of this instrument, our Trustee may use an affidavit or a certification of trust that identifies our Trustee and sets forth the authority of our Trustee to transact business on behalf of our trust instead of providing a copy of this instrument. The affidavit or certification may include pertinent pages from this instrument, including title or signature pages.

A third party may rely upon an affidavit or certification of trust that is signed by our Trustee with respect to the representations contained in it. A third party relying upon an affidavit or certification of trust will be exonerated from any liability for actions the third party takes or does not take in reliance upon the representations contained in the affidavit or certification of trust.

Kevin G. & Andria K. McDonald Living Trust

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A third party dealing with our Trustee will not be required to inquire into this trust's terms or the authority of our Trustee, or to see to the application of funds or other property received by our Trustee. Our Trustee's receipt of any money or property paid, transferred, or delivered to our Trustee will be a sufficient discharge to the third party from all liability in connection with its application. A written statement by our Trustee is conclusive evidence of our Trustee's authority. Third parties are not liable for any loss resulting from their reliance on a written statement by our Trustee asserting our Trustee's authority or seeking to effect a transfer of property to or from the trust.

Section 1.03 Transferring Property to Our Trust

Any person or entity may transfer any property to our trust in any manner authorized by law.

(a) Funding of Our Trust

By executing this instrument, we transfer, convey and assign the property described in the attached schedules to our Trustee. We also transfer all our right, title and interest in and to all of our property that may legally be held in trust and that may be transferred to our trust by this assignment. This assignment includes all of our real, personal, tangible and intangible property located in the United States, whether separate property or community property, and whether acquired before or after the execution of this instrument, except for these assets that are expressly not transferred by this instrument:

- life insurance policies, unless the ownership of a policy is transferred to our trust by a separate instrument that specifically refers to the policy;
corporate and self-employed (Keogh) pension, profit-sharing, and stock bonus plans;
qualified retirement plans;
commercial annuities;

Section 1244 (small business) stock; and

any property, the transfer of which would result in the immediate recognition of income subject to income or other taxes, would result in the loss of a homestead exemption, or would violate a restriction on transfer agreement.

(b) Acceptance by Our Trustee

By executing this instrument, our Trustee accepts and agrees to hold the property transferred to the trust as trust property. All property transferred to our trust after the date of this trust must be acceptable to our Trustee. Our Trustee may refuse to accept any property. Our Trustee shall hold, administer and dispose of all accepted trust property for our benefit and

for the benefit of our beneficiaries, in accordance with the terms of this trust.

(c) Community Property

Any community property transferred to our trust, including the proceeds from the property's sale or exchange, will retain its character as community property during our lives, to the same extent as if it had not been transferred to our trust.

(d) Separate Property

Separate property transferred to our trust will retain its character as separate property. Our separate property may be identified as the separate property of either of us on the attached schedules. The separate property of either of us, including proceeds from the property's sale or exchange, will remain separate property. Each of us has the unrestricted right to remove all or any part of our separate property at any time.

An amount that is payable to our trust on a life insurance policy that is the separate property of either of us will retain its character as separate property. Likewise, any retirement benefits payable to our trust that are the separate property of either of us will retain their character as separate property.

(e) Joint Property

Each of us will own one-half of any joint property that we transfer to our trust and any property we designate as Joint Property on Schedule J as tenants in common. This property will be treated as one-half the separate property of each of us. If joint tenancy property with right of survivorship is transferred to our trust, we will be considered to have severed the joint tenancy immediately before transferring the property, and no right of survivorship will exist with respect to this property.

(f) Marital Property Agreement Controls

If we have entered into or in the future enter into a marital property agreement, the terms of that agreement will control the characterization of property titled in the name of our trust. In the absence of a marital property agreement, property titled in the name of our trust will be governed by the terms of this trust.

Section 1.04 Powers Reserved by Us as Trustmakers

As Trustmakers, we retain the powers set forth in this Section in addition to any powers that we reserve in other provisions of this instrument.

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Kevin G. & Andria K. McDonald Living Trust

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(a) Action on Behalf of Our Trust

Whenever both of us are serving as Trustee, either or both of us may act for and conduct business on behalf of our trust without the consent of any other Trustee.

Whenever one of us is alive but not serving as Trustee and the other is serving as Trustee, the one who is serving as Trustee may act for and conduct business on behalf of our trust without the consent of any other Trustee.

After one of us dies, the ability of the survivor of us, when serving as Trustee, to conduct business on behalf of us without the consent of any other Trustee is subject to the terms and conditions of our trust.

(b) Amendment, Restatement, or Revocation

Acting jointly, we may amend, restate or revoke this instrument, in whole or in part, for any purpose.

Acting jointly, we retain the absolute right to amend, restate, or revoke any term or provision of this trust in whole or in part. Each of us individually retains the right to revoke any term or provision of this trust in whole or in part as to each of our separate property.

Any amendment, restatement or revocation must be made in writing and delivered to our then-serving Trustee.

(c) Addition or Removal of Trust Property

Either of us may add property to our trust. Both of us, acting jointly may remove any property from our trust. Each of us, acting alone, may remove our own separate property from our trust. Community property removed from our trust will retain its character as community property.

(d) Control of Income and Principal Distributions

We retain the right to control the distribution of income and principal from our trust. We may direct our Trustee to distribute as much of the net income and principal of the trust property as we consider advisable to us or to other persons or entities. Our Trustee may distribute the net income and principal to us or for our unrestricted use and benefit, even to the exhaustion of all trust property. Any undistributed net income is to be added to the principal of our trust.

Unless otherwise directed, our Trustee shall distribute the net income from the community property to us at least quarterly and shall distribute the net income from a Trustmaker's separate property to that Trustmaker at least quarterly.

Our Trustee may also distribute principal of the community property for the unrestricted use of either or both of us and the principal of a Trustmaker's separate property for the unrestricted use and benefit of that
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Trustmaker, even to the exhaustion of all trust property. Any undistributed net income is to be added to the principal of our trust.

(e) Approval of Investment Decisions

We reserve the absolute right to review and change our Trustee's investment decisions as to the community property. Each of us reserves the absolute right to review and change our Trustee's investment decisions as to our respective separate property. However, our Trustee is not required to seek our approval before making investment decisions.

Section 1.05 Grantor Trust Status

By reserving the broad rights and powers set forth in Section 1.04 of this Article, we intend to qualify our trust as a *Grantor Trust* under Internal Revenue Code Sections 671 to 677. This means that, for federal income tax purposes, each of us will be treated as the owner of one-half of all the community property held in our trust and as the owner of our respective separate property as if we held the property individually.

During any period that our trust is a Grantor Trust, the Taxpayer Identification Number of our trust will be Kevin G. McDonald's Social Security number, in accordance with Treasury Regulation Section 301.6109-1(e)(2).

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**Article Three
Trustee Succession Provisions**

Section 3.01 Resignation of a Trustee

A Trustee may resign by giving written notice to either of us. If we are both incapacitated or deceased, a resigning Trustee shall give written notice to the trust's Income Beneficiaries and any other then-serving Trustee.

Section 3.02 Trustee Succession while Both of Us Are Alive

While we are both alive, this Section governs the removal and replacement of our Trustees.

(a) Removal and Replacement by Both of Us

By joint agreement, we may remove any Trustee at any time, with or without cause. If a Trustee is removed, resigns, or cannot continue to serve for any reason, either or both of us may serve as Trustee, we may appoint a Trustee to serve with either or both of us, or we may appoint a successor Trustee.

(b) Removal and Replacement by One of Us

If one of us is incapacitated, the non-incapacitated Trustmaker may remove any Trustee at any time, with or without cause. If a Trustee is removed, resigns or cannot continue to serve for any reason, the non-incapacitated Trustmaker may serve as sole Trustee, appoint a Trustee to serve with the non-incapacitated Trustmaker, or appoint a successor Trustee.

(c) Successor Trustee during Incapacity of a Trustmaker

During the incapacity of a Trustmaker, the other Trustmaker may serve as sole Trustee.

If the other Trustmaker is unable or unwilling to serve for any reason, then Kyle A. McDonald and Jordan G. McDonald, jointly or the survivor of them shall serve as successor Trustees. If either Kyle A. McDonald or Jordan G. McDonald is unable to serve as successor Trustee, then the other may serve as sole Trustee.

(d) Removal of Trustee during Incapacity of Both of Us

During any time both of us are incapacitated, a majority of our children may remove any Trustee, with or without cause.

(e) Designation Default

If the office of Trustee of a trust created under this instrument is vacant and no designated Trustee is able and willing to act during any time that

one of us is incapacitated, the other Trustmaker may appoint a successor Trustee.

If the other Trustmaker is unable or unwilling to appoint a successor Trustee, a majority of our children may appoint a successor Trustee.

The Legal Representative of either of us may petition a court of competent jurisdiction to appoint a successor Trustee to fill any vacancy lasting longer than 30 days. The petitioned court acquires jurisdiction over the trust only to the extent necessary to make the appointment. The trust is not subject to the court's continuing jurisdiction.

All appointments, removals and revocations must be by signed written instrument.

Section 3.03 Trustee Succession after the Death of Either or Both of Us

After the death of either or both of us, this Section governs the removal and replacement of our Trustees.

(a) Upon the Death of a Trustmaker

Upon the death of a Trustmaker, the other Trustmaker may serve as sole Trustee of all trusts created under this instrument.

If the other Trustmaker is unable or unwilling to serve for any reason, then Kyle A. McDonald and Jordan G. McDonald, jointly or the survivor of them shall serve as successor Trustees. If either Kyle A. McDonald or Jordan G. McDonald is unable to serve as successor Trustee, then the other may serve as sole Trustee.

(b) Appointment of Successor Trustees by the Surviving Trustmaker

After the death of one of us, the surviving Trustmaker may appoint the current or successor Trustees for any trust created under this instrument. The surviving Trustmaker may amend or revoke this appointment. Except for the Trustee of the Survivor's Trust, any Trustee appointed by the surviving Trustmaker to a trust of which the surviving Trustmaker is a beneficiary must be an individual or corporate fiduciary that is not related or subordinate to the surviving Trustmaker within the meaning of Internal Revenue Code Section 672(c).

(c) Removal of a Trustee

After the death of one of us, the surviving Trustmaker may remove any Trustee, with or without cause. If the surviving Trustmaker is incapacitated, a majority of our children may remove any Trustee, with or without cause.

After both of our deaths, a Trustee of any trust created under this instrument may be removed by the unanimous decision of all the trust's Income Beneficiaries, with or without cause.

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The right to remove a Trustee under this Subsection is not to be interpreted to grant the person holding that right any of the powers of that Trustee.

A minor or incapacitated beneficiary's parent or Legal Representative may act on his or her behalf.

(d) Default of Designation

If the office of Trustee of a trust created under this instrument is vacant and no designated Trustee is able and willing to act, the surviving Trustmaker may appoint an individual or corporate fiduciary that is not related or subordinate to the person or persons making the appointment within the meaning of Section 672(e) of the Internal Revenue Code as successor Trustee.

If the surviving Trustmaker is unable or unwilling to name a successor Trustee or if both of us are deceased, the trust's Primary Beneficiary may appoint an individual or corporate fiduciary that is not related or subordinate to the person or persons making the appointment within the meaning of Section 672(e) of the Internal Revenue Code as successor Trustee.

Any beneficiary may petition a court of competent jurisdiction to appoint a successor Trustee to fill any vacancy lasting longer than 30 days. The petition may subject the trust to the jurisdiction of the court only to the extent necessary to make the appointment and may not subject the trust to the continuing jurisdiction of the court.

A minor or incapacitated beneficiary's parent or Legal Representative may act on his or her behalf.

Section 3.04 Notice of Removal and Appointment

Notice of removal must be in writing and delivered to the Trustee being removed, along with any other then-serving Trustees. The removal notice will become effective in accordance with its provisions.

Notice of appointment must be in writing and delivered to the successor Trustee and any other then-serving Trustees. The appointment will become effective at the time of acceptance by the successor Trustee. A copy of the notice may be attached to this instrument.

Section 3.05 Appointment of a Co-Trustee

Any individual Trustee may appoint an individual or a corporate fiduciary as a Co-Trustee. This Co-Trustee will serve only as long as the appointing Trustee serves, or as long as the last to serve, if more than one Trustee appointed the Co-Trustee. This Co-Trustee will not become a successor Trustee upon the death, resignation or incapacity of the appointing Trustee, unless appointed under the terms of this instrument. Although this Co-Trustee may exercise all the powers of the appointing Trustee, the combined

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powers of this Co-Trustee and the appointing Trustee may not exceed the powers of the appointing Trustee alone. The Trustee appointing a Co-Trustee may revoke the appointment at any time, with or without cause.

Section 3.06 Corporate Fiduciaries

Any corporate fiduciary serving under this instrument as a Trustee must be a bank, trust company, or public charity that is qualified to act as a fiduciary under applicable federal or state law and that is not related or subordinate to any beneficiary within the meaning of Internal Revenue Code Section 672(e).

This corporate fiduciary must:

- have a combined capital and surplus of at least Fifteen Million Dollars;
- maintain in force an insurance policy with policy limits of not less than Fifteen Million Dollars covering the errors and omissions of our Trustee with a solvent insurance carrier licensed to do business in the state in which our Trustee has its corporate headquarters; or
- have at least Fifty Million Dollars in assets under management.

Section 3.07 Incapacity of a Trustee

If any individual Trustee becomes incapacitated, the incapacitated Trustee need not resign as Trustee. For Trustees other than one of us, a written declaration of incapacity by the Co-Trustee or, if none, by the party designated to succeed the incapacitated Trustee if made in good faith will terminate the trusteeship. If the Trustee designated in the written declaration objects in writing to termination of the trusteeship within 10 days of receiving the declaration of incapacity, a written opinion of incapacity signed by a physician who has examined the incapacitated Trustee must be obtained before the trusteeship will be terminated. The Trustee objecting to termination of trusteeship must sign the necessary medical releases needed to obtain the physician's written opinion, or the trusteeship will be terminated without it.

Section 3.08 Appointment of Independent Special Trustee

If for any reason the Trustee of any trust created under this instrument is unwilling or unable to act with respect to any trust property or any provision of this instrument, the Trustee shall appoint, in writing, a corporate fiduciary or an individual to serve as an Independent Special Trustee as to this property or with respect to this provision. The Independent Special Trustee appointed may not be related or subordinate to any trust beneficiary within the meaning of Internal Revenue Code Section 672(e).

An Independent Special Trustee will exercise all fiduciary powers granted by this trust unless expressly limited elsewhere in this instrument or by the Trustee in the instrument appointing the Independent Special Trustee. An Independent Special Trustee may resign at any time by delivering written notice of resignation to the Trustee. Notice of resignation will be effective in accordance with the terms of the notice.

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Section 3.09 Rights of Successor Trustees

Each successor Trustee serving under this instrument, whether individual or corporate, will have all of the title, rights, powers and privileges granted to our initial Trustees named under this instrument as to the trust of which he or she is named Trustee. In addition, each successor Trustee will be subject to all of the restrictions imposed upon, as well as all obligations and duties, both discretionary and ministerial, given to the original Trustees.

Article Fifteen

Our Trustee's Powers

Section 15.01 Introduction to Trustee's Powers

Except as otherwise specifically provided in this trust, our Trustee may exercise the powers granted by this trust without prior approval from any court, including those powers set forth under the laws of the State of Oregon or any other jurisdiction whose law applies to this trust. The powers set forth in the Oregon Revised Statutes are specifically incorporated into this trust.

Our Trustee shall exercise the Trustee powers in the manner our Trustee determines to be in the beneficiaries' best interests. Our Trustee must not exercise any power inconsistent with the beneficiaries' right to the enjoyment of the trust property in accordance with the general principles of trust law.

Our Trustee may have duties and responsibilities in addition to those described in this trust. We encourage any individual or corporate fiduciary serving as Trustee to obtain appropriate legal advice if our Trustee has any questions concerning the duties and responsibilities as Trustee.

Section 15.02 Execution of Documents by Our Trustee

Our Trustee may execute and deliver any written instruments that our Trustee considers necessary to carry out any powers granted in this trust.

Section 15.03 Investment Powers in General

Our Trustee may invest in any type of investment that our Trustee determines is consistent with the investment goals of the trust, whether inside or outside the geographic borders of the United States of America and its possessions or territories, taking into account the overall investment portfolio of the trust.

Without limiting our Trustee's investment authority in any way, we request that our Trustee exercise reasonable care and skill in selecting and retaining trust investments. We also request that our Trustee take into account the following factors in choosing investments:

- the potential return from the investment, both in income and appreciation;
- the potential income tax consequences of the investment;
- the investment's potential for volatility; and
- the role the investment will play in the trust's portfolio.

We request that our Trustee also consider the possible effects of inflation or deflation, changes in global and US economic conditions, transaction expenses and the trust's need for liquidity while arranging the trust's investment portfolio.

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Our Trustee may delegate his or her discretion to manage trust investments to any registered investment advisor or corporate fiduciary.

Section 15.04 Banking Powers

Our Trustee may establish any type of bank account in any banking institutions that our Trustee chooses. If our Trustee makes frequent disbursements from an account, the account does not need to be interest bearing. Our Trustee may authorize withdrawals from an account in any manner.

Our Trustee may open accounts in the name of our Trustee, with or without disclosing fiduciary capacity, and may open accounts in the name of the trust. When an account is in the name of the trust, checks on that account and authorized signatures need not disclose the account's fiduciary nature or refer to any trust or Trustee.

Section 15.05 Business Powers

If the trust owns or acquires an interest in a business entity, whether as a shareholder, partner, general partner, sole proprietor, member, participant in a joint venture, or otherwise, our Trustee may exercise the powers and authority provided for in this Section. The powers granted in this Section are in addition to all other powers granted to our Trustee in this trust.

Our Trustee may act personally and independently with any business entity in which the trust has an interest, separate from any duties owed to the trust as our Trustee. This includes serving and receiving compensation for services as an officer, director, general partner, manager, or any other capacity for the business entity. The compensation our Trustee receives from this entity will not affect the compensation our Trustee may be entitled to for serving as our Trustee. Our Trustee may exercise any voting power for any matter, whether the voting power is held as our Trustee or independently as a stockholder, officer, director, general partner, member, manager or other capacity of the business entity. Our Trustee may independently own, purchase, and sell an interest in a business entity owned by the trust. Any sale of a nonpublicly traded business interest between our Trustee and the trust must be approved and effected by an Independent Special Trustee.

If any trust created under this trust is funded with subchapter S stock, our Trustee may either elect to qualify the trust as a Qualified Subchapter S Trust (QSST) under Internal Revenue Code Section 1361(d)(3) or as an Electing Small Business Trust under Section 1361(e)(1) to administer the trust in accordance with the requirements of the corresponding Section.

Section 15.06 Contract Powers

Our Trustee may sell at public or private sale, transfer, exchange for other property and otherwise dispose of trust property for consideration and upon terms and conditions that our Trustee deems advisable. Our Trustee may grant options of any duration for any sales, exchanges or transfers of trust property.

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Our Trustee may enter into contracts, and may deliver deeds or other instruments, that our Trustee considers appropriate.

Section 15.07 Common Investments

For purposes of convenience with regard to the trust property's administration and investment, our Trustee may invest part or all of the trust property jointly with property of other trusts for which our Trustee is also serving as a Trustee. A corporate fiduciary acting as our Trustee may use common funds for investment. When trust property is managed and invested in this manner, our Trustee will maintain records that sufficiently identify this trust's portion of the jointly invested assets.

Section 15.08 Environmental Powers

Our Trustee may inspect trust property to determine compliance with or to respond to any environmental law affecting the property. For purposes of this trust, *environmental law* means any federal, state or local law, rule, regulation or ordinance protecting the environment or human health.

Our Trustee may refuse to accept property if our Trustee determines that the property is or may be contaminated by any hazardous substance or is or was used for any purpose involving hazardous substances that could create liability to the trust or to any Trustee.

Our Trustee may use trust property to:

- conduct environmental assessments, audits, or site monitoring;
- take remedial action to contain, clean up, or remove any hazardous substance including a spill, discharge, or contamination;
- institute, contest, or settle legal proceedings brought by a private litigant or any local, state, or federal agency concerned with environmental compliance;
- comply with any order issued by any court or by any local, state, or federal agency directing an assessment, abatement, or cleanup of any hazardous substance; and
- employ agents, consultants, and legal counsel to assist our Trustee in these actions.

Our Trustee is not liable for any loss or reduction in value sustained by the trust because of our Trustee's decision to retain property on which hazardous materials or substances requiring remedial action are discovered, unless our Trustee contributed to that loss through willful misconduct or gross negligence.

Our Trustee is not liable to any beneficiary or to any other party for any decrease in the value of property because of our Trustee's actions to comply with any environmental law, including any reporting requirement.

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Our Trustee may release, relinquish or disclaim any power held by our Trustee that our Trustee determines may cause our Trustee to incur individual liability under any environmental law.

Section 15.09 Farming and Ranching Operations

If the trust owns or acquires an interest in a farm, ranch, or other agricultural property or business, our Trustee may exercise the authority and discretion provided in this Section. The powers granted in this Section are in addition to all other powers granted to our Trustee in this trust.

(a) Authority to Operate the Farm or Ranch

Notwithstanding any duty to diversify imposed by state law, our Trustee may retain and continue to operate a farm or ranch, even though the interest may constitute all or a substantial portion of the trust property.

Our Trustee may take part in farm or ranch management, or hire a farm manager or a professional farm management service. Our Trustee may delegate any of the powers authorized by this Section to a hired farm manager or professional farm management service.

Our Trustee may purchase, sell, hold, manage, operate, lease, improve and maintain the farm or ranch and any of its interests, and in general, deal with all things necessary for operation as our Trustee deems advisable.

Our Trustee may buy, sell, and raise livestock; plant, cultivate, harvest, and sell cash crops; produce timber or forest products for sale; or lease or rent all or part of the farm or ranch for cash or a crop share.

Our Trustee may contract with hired labor, tenants or sharecroppers.

Our Trustee may construct, repair, and improve farm buildings, fences, and other farm or ranch structures, including drainage facilities, wells, ponds, and lagoons. Our Trustee may participate in cooperative agreements concerning water and ditch rights.

Our Trustee may purchase or rent any kind of farm machinery, equipment, feed and seed necessary to operate the farm or ranch.

Our Trustee may use approved soil conservation practices in order to conserve, improve and maintain the soil's productivity. Our Trustee may engage in timber or forest conservation practices.

Our Trustee may engage in any farm program sponsored by any federal, state or local governmental agency.

(b) Business Liabilities

If any tort or contract liability arises in connection with the farm or ranch, and if the trust is liable, our Trustee will first satisfy the liability from the assets of the farm or ranch, and only then from other property.

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(c) Trustee Compensation

In addition to the compensation set forth in Section 14.07, our Trustee may receive additional reasonable compensation for services in connection with the operation of a farm or ranch. Our Trustee may receive this compensation directly from the farm or ranch, the trust, or both.

(d) Conflicts of Interest

Our Trustee may exercise all of the powers granted in this trust, even though our Trustee may be involved with or have a personal interest in the farm or ranch.

Section 15.10 Insurance Powers

Our Trustee may purchase, accept, hold, and deal with as owner, insurance policies on either or both of our lives, any beneficiary's life, or any person's life in whom any beneficiary has an insurable interest.

Our Trustee may purchase disability, medical, liability, long-term health care and other insurance on behalf of and for the benefit of any beneficiary. Our Trustee may purchase annuities and similar investments for any beneficiary.

Our Trustee may execute or cancel any automatic premium loan agreement with respect to any policy, and may elect or cancel any automatic premium loan provision in a life insurance policy. Our Trustee may borrow money to pay premiums due on any policy, by borrowing either from the company issuing the policy or from another source. Our Trustee may assign the policy as security for the loan.

Our Trustee may exercise any option contained in a policy with regard to any dividend or share of surplus apportioned to the policy to reduce the amount of a policy, to convert or exchange the policy, or to surrender a policy at any time for its cash value.

Our Trustee may elect any paid-up insurance or extended-term insurance nonforfeiture option contained in a policy.

Our Trustee may sell any policy at its fair market value to anyone having an insurable interest in the policy, including the insured.

Our Trustee may exercise any other right, option, or benefit contained in a policy or permitted by the issuing insurance company.

Upon termination of the trust, our Trustee may transfer and assign the policies held by the trust as a distribution of trust property.

Section 15.11 Loans and Borrowing Powers

Our Trustee may make loans to any person including a beneficiary, as well as an entity, trust, or estate, for any term or payable on demand, and secured or unsecured.

Our Trustee may encumber any trust property by mortgages, pledges, or otherwise, and may negotiate, refinance, or enter into any mortgage or other secured or unsecured financial arrangement, whether as a mortgagee or mortgagor. The term may extend

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beyond the trust's termination and beyond the period required for an interest created under this trust to vest in order to be valid under the rule against perpetuities.

Our Trustee may enter into, negotiate, or modify the terms of any mortgage or any other secured or unsecured agreement granted in connection with any loan entered into by either or both of us or by any Trustee, and may release or foreclose on any mortgage or security interest payable to either or both of us or to the trust.

Our Trustee may borrow money at interest rates and on other terms that our Trustee deems advisable from any person, institution, or other source including, in the case of a corporate fiduciary, its own banking or commercial lending department.

Our Trustee may purchase, sell at public or private sale, trade, renew, modify and extend mortgages. Our Trustee may accept deeds instead of foreclosing.

Section 15.12 Nominee Powers

Our Trustee may hold real estate, securities and any other property in the name of a nominee or in any other form, without disclosing the existence of any trust or fiduciary capacity.

Section 15.13 Oil, Gas and Mineral Interests

Our Trustee may acquire, maintain, develop and exploit, either alone or jointly with others, any oil, gas, coal, mineral, or other natural resource rights or interests.

Our Trustee may drill, test, explore, mine, develop, extract, remove, convert, manage, retain, store, sell and exchange any of those rights and interests on terms and for a price that our Trustee deems advisable.

Our Trustee may execute leases, pooling, unitization, and other types of agreements in connection with oil, gas, coal, mineral, and other natural resource rights and interests, even though the terms of those arrangements may extend beyond the trust's termination.

Our Trustee may execute division orders, transfer orders, releases, assignments, farm outs and any other instruments that it considers proper.

Our Trustee may employ the services of consultants and outside specialists in connection with the evaluation, management, acquisition, disposition and development of any mineral interest, and may pay the cost of the services from the trust's principal and income.

Section 15.14 Payment of Property Taxes and Expenses

Except as otherwise provided in this trust, our Trustee may pay any property taxes, assessments, fees, charges, and other expenses incurred in the administration or protection of the trust. All payments will be a charge against the trust property and will be paid by our Trustee out of income. If the income is insufficient, then our Trustee may make any payments of property taxes or expenses out of the trust property's principal. Our Trustee's determination with respect to this payment will be conclusive on the beneficiaries.

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Section 15.15 Purchase of Assets from and Loans to a Deceased Trustmaker's Probate Estate

Upon the death of a Trustmaker, our Trustee may purchase at fair market value and retain in the form received any property that is a part of the deceased Trustmaker's probate or trust estate as an addition to the trust. In addition, our Trustee may make secured and unsecured loans to the deceased Trustmaker's probate or trust estate. Our Trustee may not be held liable for any loss suffered by the trust because of the exercise of the powers granted in this Section.

Our Trustee may not use any trust property for the benefit of the deceased Trustmaker's estate as defined in Code of Federal Regulations Title 26 Section 20.2042-1(b), unless the property is included in the deceased Trustmaker's gross estate for federal estate tax purposes.

Section 15.16 Qualified Real Property Valuation

Our Independent Trustee has the power to amend the terms of a trust holding qualified real property as defined in Internal Revenue Code Section 2032A, in order to permit the qualified real property to qualify for special use valuation permitted under Section 2032A, even if the amendment changes beneficial interests and that directs the segregation of trust property into more than one trust.

Section 15.17 Real Estate Powers

Our Trustee may sell at public or private sale, convey, purchase, exchange, lease for any period, mortgage, manage, alter, improve, and in general deal in and with real property in the manner and on the terms and conditions as our Trustee deems appropriate.

Our Trustee may grant or release easements in or over, subdivide partition, develop, raze improvements to, and abandon any real property.

Our Trustee may manage real estate in any manner considered best, and may exercise all other real estate powers necessary to effect this purpose.

Our Trustee may enter into contracts to sell real estate. Our Trustee may enter into leases and great options to lease trust property, even though the term of the agreement extends beyond the termination of any trusts established under this trust and beyond the period that is required for an interest created under this trust to vest in order to be valid under the rule against perpetuities. Our Trustee may enter into any contracts, covenants, and warranty agreements that our Trustee deems appropriate.

Section 15.18 Residences and Tangible Personal Property

Our Trustee may acquire, maintain, and invest in any residence for the beneficiaries' use and benefit, whether or not the residence is income producing and without regard to the proportion that the residence's value may bear to the trust property's total value, even if retaining the residence involves financial risks that Trustees would not ordinarily incur. Our Trustee may pay or make arrangements for others to pay all carrying costs of any

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residence for the beneficiaries' use and benefit, including taxes, assessments, insurance, maintenance, and other related expenses.

Our Trustee may acquire, maintain and invest in articles of tangible personal property, whether or not the property produces income. Our Trustee may pay for the repair and maintenance of the property.

Our Trustee is not required to convert the property referred to in this Section to income-producing property, except as required by other provisions of this trust.

Our Trustee may permit any Income Beneficiary of the trust to occupy any real property or use any personal property owned by the trust on terms or arrangements that our Trustee determines, including rent free or in consideration for the payment of taxes, insurance, maintenance, repairs or other charges.

Our Trustee is not liable for any depreciation or loss resulting from any decision to retain or acquire any property as authorized by this Section.

Section 15.19 Digital Assets

Our Trustee has the authority to access, modify, control, archive, transfer and delete our digital assets.

Digital assets include our sent and received emails, email accounts, digital music, digital photographs, digital videos, gaming accounts, software licenses, social-network accounts, file-sharing accounts, financial accounts, domain registrations, Domain Name System (DNS) service accounts, blogs, listservs, web-hosting accounts, tax-preparation service accounts, online stores and auction sites, online accounts, and any similar digital asset that currently exists or may be developed as technology advances.

Our digital assets may be stored in the cloud or on our own digital devices. Our Trustee may access, use, and control our digital devices in order to access, modify, control, archive, transfer, and delete our digital assets—this power is essential for access to our digital assets that are only accessible through our digital devices. Digital devices include desktops, laptops, tablets, peripherals, storage devices, mobile telephones, smartphones and any similar hardware that currently exists or may be developed as technology advances.

Section 15.20 Retention and Abandonment of Trust Property

Our Trustee may retain any property constituting the trust at the time of its creation, at the time of the death of a Trustmaker, or as the result of the exercise of a stock option, without liability for depreciation or loss resulting from retention. Our Trustee may retain property, notwithstanding the fact that the property may not be of the character prescribed by law for the investment of assets held by a fiduciary, and notwithstanding the fact that retention may result in inadequate diversification under any applicable Prudent Investor Act or other applicable law.

Our Trustee may hold property that is not income producing or is otherwise nonproductive if holding the property is in the best interests of the beneficiaries in the sale and absolute discretion of our Trustee. On the other hand, our Trustee will invest

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contributions of cash and cash equivalents as soon as reasonably practicable after the assets have been acquired by the trust.

Our Trustee may retain a reasonable amount in cash or money market accounts to pay anticipated expenses and other costs, and to provide for anticipated distributions to or for the benefit of a beneficiary.

Our Trustee may abandon any property that our Trustee considers of insignificant value.

Section 15.21 Securities, Brokerage and Margin Powers

Our Trustee may buy, sell, trade and otherwise deal in stocks, bonds, investment companies, mutual funds, common trust funds, commodities, and other securities of any kind and in any amount, including short sales. Our Trustee may write and purchase call or put options, and other derivative securities. Our Trustee may maintain margin accounts with brokerage firms, and may pledge securities to secure loans and advances made to our Trustee or to or for a beneficiary's benefit.

Our Trustee may place all or any part of the securities held by the trust in the custody of a bank or trust company. Our Trustee may have all securities registered in the name of the bank or trust company or in the name of the bank's nominee or trust company's nominee. Our Trustee may appoint the bank or trust company as the agent or attorney in fact to collect, receive, receipt for, and disburse any income, and generally to perform the duties and services incident to a custodian of accounts.

Our Trustee may employ a broker-dealer as a custodian for securities held by the trust, and may register the securities in the name of the broker-dealer or in the name of a nominee; words indicating that the securities are held in a fiduciary capacity are optional. Our Trustee may hold securities in bearer or uncertificated form, and may use a central depository, clearing agency or book-entry system, such as The Depository Trust Company, Euroclear or the Federal Reserve Bank of New York.

Our Trustee may participate in any reorganization, recapitalization, merger or similar transaction. Our Trustee may exercise or sell conversion or subscription rights for securities of all kinds and descriptions. Our Trustee may give proxies or powers of attorney that may be discretionary and with or without powers of substitution, and may vote or refrain from voting on any matter.

Section 15.22 Settlement Powers

Our Trustee may settle any claims and demands in favor of or against the trust by compromise, adjustment, arbitration or other means. Our Trustee may release or abandon any claim in favor of the trust.

Section 15.23 Limitation on Our Trustee's Powers

All powers granted to Trustees under this trust or by applicable law are limited as set forth in this Section, unless explicitly excluded by reference to this Section. The limitations set forth in this Section do not apply to either of us while we are both alive, and do not apply if either of us is serving as Trustee of the Survivor's Trust.

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(a) **An Interested Trustee Limited to Ascertainable Standards**

An Interested Trustee may only make discretionary decisions when they pertain to a beneficiary's health, education, maintenance, or support as described under Internal Revenue Code Sections 2041 and 2514.

(b) **Interested Trustee Prohibited from Acting**

Whenever this trust specifically prohibits or limits an Interested Trustee from exercising discretion or performing an act, then any Interested Trustee serving as our Trustee is prohibited from participating in the exercise of that discretion or performance of that act. If there is no Trustee serving who is not an Interested Trustee, then an Independent Special Trustee may be appointed under the provisions of Section 3.08 to exercise the discretion or perform the act.

(c) **Exclusive Powers of My Independent Trustee**

Whenever a power or discretion is granted exclusively to our Independent Trustee, then any Interested Trustee who is then serving as our Trustee is prohibited from participating in the exercise of the power or discretion. If there is no Independent Trustee then serving, then an Independent Special Trustee may be appointed under the provisions of Section 3.08 to exercise the power or discretion that is exercisable only by our Independent Trustee.

(d) **No Distributions in Discharge of Certain Legal Obligations**

Our Trustee may not exercise or participate in the exercise of discretion with respect to the distribution of income or principal that would in any manner discharge a legal obligation of our Trustee, including the obligation of support.

If a beneficiary or any other person has the power to remove a Trustee, that Trustee may not exercise or participate in the exercise of discretion with respect to the distribution of income or principal that would in any manner discharge a legal obligation of the person having the power to remove the Trustee, including that person's obligation of support.

(e) **Insurance Policy on the Life of Our Trustee**

If the trust holds a policy that insures the life of a Trustee, that Trustee may not exercise any powers or rights with respect to the policy. Instead, a Co-Trustee or an Independent Special Trustee must exercise the powers and rights with respect to the policy.

If any rule of law or court decision constrains the ability of the insured Trustee to name an Independent Special Trustee as an incident of ownership of the policy, then a majority of the then current Income

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Beneficiaries (excluding the insured Trustee if he or she is a beneficiary) will select the Independent Special Trustee.

(f) **Insurance Policy on a Beneficiary's Life**

If the trust holds a policy that insures a beneficiary's life, the beneficiary, individually or as Trustee, may not exercise any power over the policy, its cash value or its proceeds. This denial of power is intended to prevent an insured beneficiary from holding any power that would constitute an incident of ownership of the policy.

In addition, no distribution of income or principal to the insured beneficiary may be satisfied out of the policy's proceeds, cash value or other economic benefit of the policy.

The limitations of this Subsection do not apply if, upon the beneficiary's death, the policy's proceeds would otherwise be included in the beneficiary's gross estate for federal estate tax purposes.

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(d) **Governing State Law**

This trust is governed, construed, and administered according to the laws of Oregon, as amended except as to trust property required by law to be governed by the laws of another jurisdiction and unless the situs of administration is changed under Section 16.066.

(e) **Notices**

Unless otherwise stated, any notice required under this trust will be in writing. The notice may be personally delivered with proof of delivery to the party requiring notice and will be effective on the date personally delivered. Notice may also be mailed, postage prepaid, by certified mail with return receipt requested to the last known address of the party requiring notice. Mailed notice is effective on the date of the return receipt. If a party giving notice does not receive the return receipt but has proof that he or she mailed the notice, notice will be effective on the date it would normally have been received via certified mail. If the party requiring notice is a minor or incapacitated individual, notice will be given to the parent or Legal Representative.

(f) **Severability**

The invalidity or unenforceability of any provision of this trust does not affect the validity or enforceability of any other provision of this trust. If a court of competent jurisdiction determines that any provision is invalid, the remaining provisions of this trust are to be interpreted as if the invalid provision had never been included.

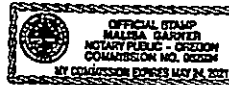
We have executed this trust on February 9, 2018. This trust instrument is effective when signed by us, whether or not now signed by a Trustee.


Kevin G. McDonald, Trustmaker and Trustee


Andria K. McDonald, Trustmaker and Trustee

STATE OF OREGON)
) ss.
COUNTY OF MARION)

This instrument was acknowledged before me on February 9, 2018, by Kevin G. McDonald, as Trustmaker and as Trustee, and Andria K. McDonald, as Trustmaker and as Trustee.




Notary Public
My commission expires: May 24, 2021

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Durable General Power of Attorney

I, **Andria K. McDonald**, of Halsey, Linn County, Oregon, hereby appoint **Kevin G. McDonald** ("Kevin") to serve as my Agent and attorney-in-fact ("my Agent"). If Kevin is unable or unwilling to act as my Agent, then I appoint **Kyle A. McDonald** ("Kyle") and **Jordon G. McDonald** ("Jordon") jointly or the survivor of them, to serve as my Agent and attorney-in-fact (collectively "my Agent").

Article 1 Powers Granted to My Agent

My Agent shall have the power to accomplish the following acts in my name and for my benefit, as follows:

1.1 Support. Make expenditures for my health, education, support, maintenance, and general welfare, and for the health, education, support, and maintenance of any members of my immediate family (my spouse or children, if any) who are or become dependent upon me for support. In making such expenditures, my Agent shall be guided by the following instructions:

1.1.1 Health and Needs Assessment. I authorize my Agent to take appropriate steps to determine my physical health, psychosocial health, and functional needs by employing a geriatric care manager, my physician, medical specialists, therapists, or other persons. To the extent necessary to permit such an assessment, I waive any physician-patient privilege or other privilege which otherwise would protect me against the disclosure of confidential information.

1.1.2 Preference to Remain in my Home. I direct my Agent to make expenditures to allow me to remain in my home as long as medically possible. If necessary, my Agent may purchase a more suitable home for me. My Agent may arrange for housekeeping, laundry, meal preparation, personal care, health care, and other services and for any structural modifications that may be necessary to allow me to remain in my home. In addition, my Agent may retain a geriatric care manager to establish and supervise home care for me and to develop a home care plan. If 24-hour nursing care is required, I direct my Agent to obtain such care (including any necessary equipment) as is reasonable under the circumstances. I express my strong desire to remain in my home rather than being placed in a nursing home or other care facility.

1.1.3 Selection and Monitoring of Long-Term Care Facility. If my Agent determines that I must be placed in a long-term care facility, I direct my Agent to select the facility that offers the highest quality care and most comfortable surroundings reasonably available. My Agent shall ensure that my care is monitored at least weekly either by my Agent or by a geriatric care manager or other qualified persons hired for that purpose. My Agent may arrange for any additional personal, companion, nursing, therapy, or other services which may be necessary to provide for my comfort and well-being. In addition, my Agent may arrange for a private room, furnishing, special food, and other amenities.

1.1.4 **Desire Not to be Placed in Nursing Home.** I express my strong desire that I be placed in a facility affording me the highest level of independence possible (such as a retirement residence or assisted living facility) rather than in a nursing home.

1.1.5 **Personal Items.** I recognize that a change in residence, either to a more suitable house or a long-term care facility, may require disposition of some of my tangible personal property. If, in my Agent's opinion, such a disposition is required, I authorize my Agent to make distributions of my tangible personal property in accordance with my Will or Living Trust, except for those items which my Agent determines may be necessary or proper for my own use. As a guide to my Agent in making distribution under this instrument, I instruct my Agent to consider my needs first as well as possible disqualification from government benefits, balanced against the cost of storing, safeguarding, and insuring my tangible personal property. My Agent shall incur no liability for any distribution made under this paragraph in good faith.

1.1.6 **Health Insurance Portability and Accountability Act of 1996.** I grant to my Agent and Alternate Agent(s) the power and authority to serve as a personal representative for all purposes of the Health Insurance Portability and Accountability Act of 1996 and its regulations ("HIPAA"). I authorize my Agent to request, receive and review a copy of any and all protected health information regarding my health, including but not limited to any and all progress notes, psychotherapy notes, care plans, prescription slips, physician orders, home health aide notes, medical and hospital record or other clinical records maintained on my behalf by any health care provider. My Agent may execute on my behalf any authorizations, releases or other documents that may be required in order to obtain this information; and to consent to the disclosure of this information. I authorize my physician, medical, hospital or health care provider to release any medical records to my Agent or my Agent's designee. Further, I waive any liability to any physician, hospital or any health care provider who releases any of my medical records to my Agent.

1.2 **Manage and Dispose of Assets.** Take possession of, retain, change the form of, manage, maintain, improve, lease, grant options on, encumber, sell, exchange, or otherwise dispose of any of my real or personal property or any interest in property, in any manner and on any terms my Agent considers to be in my best interests.

1.3 **Checks and Notes.** Receive, endorse, sign, sell, discount, deliver, and deposit checks, drafts, notes, and negotiable or nonnegotiable instruments, including any drawn on the Treasury of the United States or the State of Oregon or any other state or governmental entity.

1.4 **Financial Institutions.** Enter into any transaction with any contract for any services rendered by a financial institution, including continuing, modifying, or terminating existing accounts; opening new accounts; drawing, endorsing, or depositing checks, drafts, and other negotiable instruments; acquiring and transferring certificates of deposit; withdrawing funds deposited in my name alone or in my name and the name of any other person or persons; and providing or receiving financial statements. "Financial institutions" means banks, trust companies, savings banks, commercial banks, savings and loan associations, credit unions, loan

companies, thrift institutions, mutual fund companies, investment advisors, brokerage firms, and other similar institutions.

1.5 Investments and Securities Transactions. Invest and reinvest in common or preferred stocks, bonds, mutual funds, common trust funds, money market accounts, secured and unsecured obligations, mortgages, and other real or personal property; engage in investment transactions (including transactions involving margin accounts or commodities contracts) with any financial institution; and hold my securities in the name of my Agent's nominee or in unregistered form.

1.6 Insurance and Annuity Contracts. Purchase, maintain, modify, renew, convert, exchange, borrow against, surrender, cancel, and collect or select payment options under any insurance or annuity contract. This power shall not extend to any insurance I own on my Agent's life. Any receipt, release, or other instrument executed by my Agent in connection with any insurance or annuity contract shall be binding and conclusive upon all persons.

1.7 Business Interests. Continue, participate in, sell, reorganize, or liquidate any business or other enterprise owned by me, either alone or with any other person(s).

1.8 Voting. Appear and vote for me in person or by proxy at any corporate or other meeting.

1.9 Retirement Plans. Establish, modify, contribute to, select payment options under, make elections under, receive payments from, make rollovers to, and take any other steps I might take with respect to IRA accounts and other retirement plans.

1.10 Credit Cards. Cancel or continue my credit cards and charge accounts, use my credit cards to make purchases, and sign charge slips on my behalf. My Agent is also authorized to regularly obtain credit reports and to work with any credit agencies to determine my credit rating and to take any necessary steps to protect my accounts from identity theft.

1.11 Collections. Demand and collect any money or property owed to me and give a receipt or discharge for the money or property collected.

1.12 Debts. Pay my debts and other obligations.

1.13 Litigation. Sue upon, defend, compromise, or submit to arbitration any controversies in which I may be interested; and act in my name in connection with any complaint, proceeding, or suit.

1.14 Borrowing. Borrow in any manner, on any terms, and at any rate of interest my Agent considers to be in my best interest (including borrowing from my Agent's own funds), and give security for repayment including, but not limited to, the execution and delivery of agreements, deeds, promissory notes, mortgages, trust deeds, pledges, securities, releases, satisfactions, personal guarantees, receipts, assignments, security interest and any other evidences of indebtedness.

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1.15 **Lending.** Lend funds to any person (including my Agent), provided that the loan is adequately secured and bears a reasonable rate of interest.

1.16 **Taxes and Assessments.** Do the following with respect to the years 2014 through 2067; pay any tax or assessment; appear for and represent me, in person or by attorney, in all tax matters; execute any power of attorney forms required by the Internal Revenue Service, the Oregon Department of Revenue, or any other taxing authority; receive confidential information from any taxing authority; prepare, sign, and file federal, state, and local tax returns and reports for all tax matters, including income, gift, estate, inheritance, generation-skipping, sales, business, FICA, payroll, and property tax matters; execute waivers of restrictions on assessment or collection of tax deficiencies and waivers of notice of disallowance of a claim for credit or refund; execute consents, closing agreements, and other documents related to my tax liability; make any elections available under federal or state tax law; and delegate authority or substitute another representative with respect to all matters described in this paragraph.

1.17 **Trusts.** To create a trust or to amend, terminate, fund a trust created by me, as follows;

1.17.1 My Agent may create a revocable or irrevocable trust or amend an existing trust, provided that:

1.17.1.1 During my lifetime income and principal shall be paid to or for the benefit of me or my Spouse and Lineal Descendants.

1.17.1.2 The trust is consistent with my then existing estate plan to the extent reasonably possible.

1.17.2 My Agent may transfer any of my assets to the trustee of any trust created by me.

1.17.3 My Agent may terminate a trust created by me.

1.17.4 A trust "created by me" includes a revocable or irrevocable trust created by me alone or in conjunction with another person and a trust created by my Agent for my benefit.

1.18 **Government Benefits.** Perform any act necessary or desirable in order for me or my spouse to qualify for and receive all types of government benefits, including Medicare, Medicaid, Social Security, veteran's, survivor's benefit plan, and workers' compensation benefits. The power granted under this paragraph shall include the power to dispose of any property or interest in property by any means (including making gifts or establishing and funding trusts) and the power to name or change beneficiaries under insurance policies, payable-on-death arrangements, retirement plans and accounts, and any other assets, provided that any disposition or designation shall be consistent with my existing estate plan to the extent reasonably possible.

1.19 **Disclaimer.** Disclaim any property, interest in property, or power to which I may be entitled, except where an interest passes to my Agent as a result of the disclaimer; and take all steps required to make the disclaimer effective under state and federal laws, including Section 2518 of the Internal Revenue Code or any successor statute. In deciding whether to disclaim, my Agent shall consider the effect of disclaimer on taxes that may be payable, on qualification for government benefits, and on my existing estate plan.

1.20 **Elective Share Rights.** Exercise any right to claim an elective share in any estate or under any will.

1.21 **Safe Deposit Box.** Have access to and make deposits to or withdrawals from any safe deposit box rented in my name alone or in my name and the name of any other person(s).

1.22 **Mail.** Redirect my mail.

1.23 **Custody of Documents.** Take custody of important documents, including any will, trust agreements, deeds, life insurance policies, and contracts.

1.24 **Employees and Advisors.** Employ, compensate, and discharge attorneys, accountants, investment advisors, property managers, custodians, physicians, dentists, nurses, household help, and others to render services to me or for my benefit.

1.25 **Gifts.** Make gifts and consent to split gifts on my behalf, whether outright, in trust, or in custodianship, to or for the benefit of my Spouse and Lineal Descendants.

1.25.1 Gifts made under this paragraph shall be limited to the amount eligible for exclusion from taxable gifts under Section 2503 of the Internal Revenue Code or any successor statute.

1.25.2 Gifts made under this paragraph shall be consistent with my existing estate plan to the extent reasonably possible and with the reduction or elimination of estate and inheritance taxes payable by reason of my death.

1.25.3 My Agent shall have the power to make withdrawals from any living trust I may have for the purpose of making gifts authorized under this paragraph.

1.26 **Beneficiary Designations.** Designate or change beneficiaries under insurance policies, payable-on-death arrangements, retirement plans and accounts, and any other assets provided that any beneficiary designation shall be consistent with my existing estate plan to the extent reasonably possible.

1.27 **Real Property.** Sell, lease, mortgage, encumber, exchange, or manage any real property that I now own or may acquire in the future. My Agent shall not receive compensation for any activities regarding the management or disposition of real property if that compensation would cause my Agent to violate the real estate licensing laws.

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1.28 Digital Assets. Access, modify, control, archive, transfer, and delete my digital assets. Digital assets include my sent and received emails, email accounts, digital music, digital photographs, digital videos, gaming accounts, software licenses, social-network accounts, file-sharing accounts, financial accounts, domain registrations, Domain Name System (DNS) service accounts, blogs, listservs, web-hosting accounts, tax-preparation service accounts, online stores and auction sites, online accounts, and any similar digital asset that currently exists or may be developed as technology advances.

1.28.1 My digital assets may be stored on the cloud or on my own digital devices. My Agent may access, use, and control my digital devices in order to access, modify, control, archive, transfer, and delete my digital assets—this power is essential for access to my digital assets that are only accessible through my digital devices. Digital devices include desktops, laptops, tablets, peripherals, storage devices, mobile telephones, smart phones, and any similar hardware that currently exists or may be developed as technology advances.

1.29 Perform Other Acts to Carry Out the Powers Granted. Execute and deliver any written instrument and perform any other act necessary or desirable to carry out any of the powers granted to my Agent under this Power of Attorney, as fully as I might do personally. I ratify and confirm all acts performed by my Agent pursuant to this Power of Attorney.

Article 2 My Disability

2.1 Power Not Affected by Disability. This Power of Attorney shall not be affected if I become disabled or incapacitated.

2.2 Nomination of Guardian and Conservator. To the extent permitted by state law, I nominate **Kevin** to act as my guardian and conservator if I become incapacitated. If **Kevin** is unable or unwilling to act as my guardian and conservator, I nominate **Kyle** and **Jordon**, jointly or the survivor of them, to act as my Co-guardian and Co-conservator if I become incapacitated.

Article 3 Property I Hold in a Fiduciary Capacity

My Agent shall have no power under this Power of Attorney regarding any act, power, duty, right, or obligation that I may have relating to any person, matter, transaction, or property held by me or in my custody as a trustee, custodian, personal representative, or other fiduciary capacity, except that my Agent may resign from or renounce on my behalf fiduciary positions, including personal representative, trustee, conservator, guardian, attorney-in-fact, and officer or director of a corporation; and discharge me from further responsibility by filing accountings with a court or settling by formal or informal methods.

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Article 4
General Provisions

4.1 Number and Gender. Whenever any word or words identifying a person (such as "Agent") is used in this Power of Attorney, the word or words shall include both the singular and the plural, and the masculine, feminine, and neuter gender.

4.2 Person. In this document, "person" means any person, organization, corporation, or other entity.

4.3 Effect of Duplicate Originals of Copies. If this Power of Attorney has been executed in multiple counterpart originals, each such counterpart original shall have equal force and effect. My Agent is authorized to make photocopies of this Power of Attorney as frequently and in such quantity as my Agent shall deem appropriate. Each photocopy shall have the same force and effect as any original.

4.4 Release of Information. I authorize all persons who have information about me, my personal or financial affairs, or any information of which I am entitled to receive, to provide that information to my Agent without limitation. I release these persons from any legal liability to me, my estate, my heirs, successors, and assigns for complying with my Agent's request for information.

4.5 Validity of this Power of Attorney. To the extent permitted by law, this Power of Attorney shall apply to all of my property, real, personal, intangible, or mixed, wherever the property is located (including a foreign country) and whether I own the property now or acquire it later, or my Agent acquires it for me.

4.6 Agent Compensation. My Agent under this Power of Attorney is not entitled to compensation for services performed under this Power of Attorney. My Agent shall be entitled to reimbursement for all reasonable expenses incurred as a result of carrying out any provision of this Power of Attorney.

4.7 Liability of Agent. If my Agent acts in good faith under this Power of Attorney, I release and discharge my Agent from all liability (civil, criminal, administrative, disciplinary, or other) and from all claims or demands by me or my estate, heirs, successors, or assigns arising out of the acts or omissions of my Agent, except for willful misconduct or gross negligence. This release also applies to my Agent's estate, heirs, successors, and assigns.

4.8 Enforcement of Agent's Authority. My Agent may seek on my behalf and at my expense:

4.8.1 A declaratory judgment from any court of competent jurisdiction interpreting the validity of this Power of Attorney and any of the acts authorized by this Power of Attorney, but such declaratory judgment shall not be necessary in order for my Agent to perform any act authorized by this Power of Attorney.

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4.8.2 A mandatory injunction requiring compliance with my Agent's instructions by any person obligated to comply with instructions given by me.

4.8.3 Actual and punitive damages against any person obligated to comply with instructions given by me who negligently or willfully fails or refuses to follow such instructions.

4.9 **Third Party Reliance.** Third parties who rely in good faith on the authority of my Agent under this Power of Attorney shall not incur any liability to me, or my estate, heirs, successors, or assigns as a result of permitting my Agent to exercise any power granted under this Power of Attorney. Third parties without actual notice of revocation may conclusively rely on the continued validity of this Power of Attorney. If requested, my Agent shall furnish, and a third party may conclusively rely on, an affidavit or certificate stating that (1) I was competent at the time this Power of Attorney was executed, (2) this Power of Attorney has not been revoked, (3) my Agent continues to serve as attorney-in-fact under this Power of Attorney, and (4) my Agent is acting within the scope of authority granted under this Power of Attorney. My Agent may sue or pursue other action against any third party who refuses to honor this Power of Attorney after such an affidavit or certificate has been provided.

4.10 **Amendment and Revocation.** I reserve the right to amend or revoke this Power of Attorney at any time. However, until revoked, **this power of attorney shall not be affected by my subsequent disability or incapacity or by the lapse of time.**

4.10.1 I may amend or revoke this Power of Attorney or remove my Agent by executing and delivering to my Agent a written instrument of revocation, amendment, or removal.

4.10.2 My Agent may resign by executing and delivering to me a written resignation, or, if I am mentally incapacitated, by delivering the resignation to any person with whom I am residing or who has the care and custody of me.

4.11 **Binding Effect.** This Power of Attorney and properly authorized actions my Agent takes under it shall be binding on and inure to the benefit of me, and my heirs, personal representatives, successors, and assigns.

4.12 **Severability.** If any provision of this Power of Attorney is declared by a court of competent jurisdiction to be invalid or unenforceable for any reason, that invalidity or unenforceability shall not affect the remaining provisions of this Power of Attorney. The remaining provisions shall be severable, and this Power of Attorney shall be constructed and enforced as if the invalid or unenforceable provision had never been included in this power.

4.13 **Governing Law.** The validity and construction of this Power of Attorney shall be determined under Oregon Law.

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**Article 5
Co-Agents**

Whenever two or more Agents are serving under this Agreement, any one Agent may transact business on my behalf. Persons dealing with the sole Agent may rely upon the sole Agent's actions without having the duty to inquire as to the other Agent's acquiescence to any action. When an Agent acts alone on my behalf, the other Agent shall have no personal liability for the action taken by the sole Agent, and the sole Agent is personally liable to me as is set forth in Section 4.7.

DATED: February 9, 2018

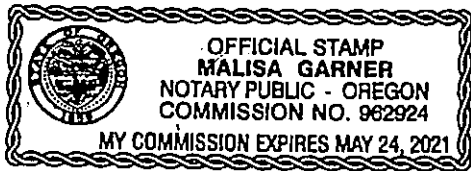


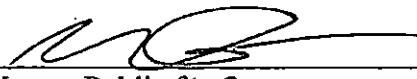
ANDRIA K. MCDONALD, Principal

STATE OF OREGON)
) ss.
COUNTY OF MARION)

The foregoing Power of Attorney was acknowledged before me on February 9, 2018, by ANDRIA K. MCDONALD, Principal.

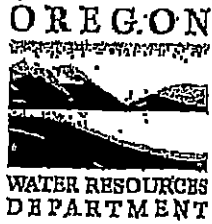
Witness my hand and official seal.





Notary Public for Oregon
My commission expires: May 24, 2021

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Salem, OR



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Salem, OR

Date Received (Date Stamp Here)

OWRD Over-the-Counter Submission Receipt

Applicant Name(s) & Address: Kevin & Andria McDonald Living Trust
PO. Box 159, Halsey OR 97348

Transaction Type: Claim

Fees Received: \$ 230.00

Cash, Check; Check No. 2381

Name(s) on Check: Will McGill Surveying

Thank you for your submission. Oregon Water Resources Department (Department) staff will review your submittal as soon as possible.

If your submission is determined to be complete, you will receive a receipt for the fees paid and an acknowledgement letter stating your submittal is complete.

If determined to be incomplete, your submission and the accompanying fees will be returned with an explanation of deficiencies that must be addressed in order for the submittal to be accepted.

If you have any questions, please feel free to contact the Department's Customer Service staff at 503-986-0801 or 503-986-0810.

Sincerely,
OWRD Customer Service Staff

Submission received by: Corie Lovrien
(Name of OWRD staff)

Instructions for OWRD staff:

- Complete this Submission Receipt and make two (2) copies. Place one copy with the check/cash; and place the other copy with the submission (i.e., the application or other document).
- Date-stamp all pages. (NOTE: Do not stamp check.)
- Give this original Submission Receipt to the applicant.
- Record Submission Receipt information on the "RECEIVED OVER THE COUNTER" log sheet.
- Fold and put one copy of the Submission Receipt with check/cash into the Safe slot. Place the other copy of the Submission Receipt with submission (application/other document).