

State of Oregon Water Resources Department 725 Summer Street NE, Suite A Salem, Oregon 97301-1266 (503) 986-0900

#### Application for

## Surface Water Allocation of Conserved Water

Part 1 of 4 - Minimum Requirements Checklist

## This application will be returned if Parts 1 through 4 and all required attachments are not completed and included.

For questions, please call (503) 986-0900, and ask for Allocation of Conserved Water Section.

Check all items	s included with this application. (N/A = Not Applicable)	ECEIVED
$\boxtimes$	Part 1 – Completed Minimum Requirements Checklist.	
$\boxtimes$	Part 2 – Completed Applicant Information and Signature.	CT <b>2 9</b> 2020
	Part 3 – Completed Water Right Information and Conservation Measures. Ples Part 3 for each water right. List all water right certificates involved in this appleaution.	
$\boxtimes$	Part 4 –Completed Mitigation, Proposed Use, Project Schedule, Funding, and F	ee Calculation.
Attachment	ts:	
$\boxtimes$	Fees – Amount enclosed: \$ 1,570 (From last page of application).	
	Application Map. Must have sufficient detail to locate and describe the facilities the conservation measures. Must show the place of use where water is being are changing. Attachment A	
$\boxtimes$	Land Use Information Form with approval and signature. (Not required if 100 being transferred instream.) or <a href="https://example.com/Attachment_D">Attachment_D</a>	% of Conserved Water is
	Land Use Notice - Notice of the intent to create an instream water right must affected county, city, municipal corporation, or tribal government along the p	
$\boxtimes$	Completed Evidence of Use Affidavit and Supporting Documentation. Attachr	ment E
$\square \boxtimes N/A$	Affidavit(s) of Consent.	
⊠ □ N/A	Letter of approval from Irrigation or Water Control District. For water rights s name of a District; this must be provided when the applicant is <u>not</u> the District	•
$\square \boxtimes N/A$	Irrigation or Water Control District's adopted policy on allocation of conserved	d water.
⊠ □ N/A	If construction of the project has begun or been completed <u>and</u> if more than 2 costs have been expended before applying for allocation of conserved water, attempted to identify and resolve the concerns of water right holders in the a entities or other organizations who have asked to be consulted regarding the water.	evidence that you have rea, governmental
$\square \boxtimes N/A$	Evidence for Fee Waiver.	
$\square$ $\square$ N/A	Notice of Completion. <u>Attachment G</u>	
⊠ □ N/A	Request for Finalization. (The entire conservation project listed on the applica No partial finalization will be recognized.) Attachment H	tion must be complete.

### Part 2 of 4 – Applicant Information and Signature

Applicant I	nformation
-------------	------------

Applica	ant Information								
	and Reserve, Inc.			PHONE NO JENS RASM 509-820	MUSSEN	ADDITIONA	ADDITIONAL CONTACT NO.		
ADDRES:	_					FAX NO.			
CITY PASCO		STATE WA	ZIP 99302		E-MAIL JRASMUSS	EN@AGRINW.CC	DM		
	The applicant is a organized under (policy was adopted	ORS Chapte	r 553. Tł	ne Distric					
OR	The applicant is the conservation mea					e water righ	nt, or por	tion the	reof, proposed for
	If NO, include signa affidavits of conser right(s) has been co	nt (and maili			_				
	LANDOWNER NAME					PHONE NO.			RECEIVE
	ADDRESS								OCT 2 9 47
	CITY		STATE	ZIP		E-MAIL			l OWRD
REPRESE	sentative Informat	relati	erson(s) li ing to this			PHONE NO.	-		olicant in all matters
ADDRESS	ORE R RESSLER					971-200-85	09	FAX NO.	
GSI WA	ATER SOLUTIONS, INC., 55	SW YAMHILL ST	TREET, SUITE	300 ZIP		E-MAIL			
PORTLA		)R		97204	1	TRESSLER@GS	SIWS.COM		
with ge than on I (we) :	stand that I will be reneral circulation in the qualifying newsparaffirm that the information in the signature	the area when per is availa ormation c	ere the wa ble, I sugg	ater right in the second secon	is located shing the pplication	, once per we notice in the on is true an	eek for tw following d accura	o consec paper: <u>E</u>	utive weeks. If more
Applica	int signature	Pı	rint Name (an	_ nd Title if appl	licable)		 Date		

In your own words tell us what physical conservations measures you have made or propose to make and the reason for the change(s):

#### **Physical Conservation Measures:**

The physical conservation measure completed was an on-farm efficiency project involving a change from a multiple emitter drip system for irrigation of trees to center pivot irrigation of row crops utilizing low pressure low flow spray nozzles. The completion of this project resulted in an 87.78 cfs reduction in the rate of irrigation and a 14,193.76 AF reduction in the volume of water applied per acre during the irrigation season.

#### Reason for the Change:

Pre-project irrigation system was designed for the purpose of growing trees. When the lands associated with the tree growing operation were purchased by the Applicant (Farmland Reserve), the trees were incrementally harvested and replaced with row crops. Associated with this change in crop type was a necessary change in irrigation application method from multiple emitter drip system to center pivot irrigation. The conversion from the tree growing operation to row crops began in 2016 and was completed in 2019.

#### **Project Background:**

Because the center pivots apply water within circular areas, the irrigation pattern had to be changed from the preproject drip irrigated tree rows or "strips" to solid irrigation circles. Transfer T-12522 was filed in 2016 to reorganize the place of use of the water rights on the land to create solid circular areas of irrigation. Transfer T-12522 involved a place of use change for Certificates 76584, 76585, 76586, and 83588 (all associated with Permit S-37150) and Certificates 83589, 83590, 83591, 83592, and 89511 (all associated with Permit S-36940). A claim of beneficial use for Transfer T-12522 was submitted in March 2020 and certificates were issued in July 2020. Please note that when issuing the resulting certificates, the Department issued two certificates that combined the transferred portions of the water rights associated with the two original permits: Certificate 95154 (includes all portions of the water rights involved in T-12522 originating from Permit S-37510) and Certificates 95154 and 95155 are the two water rights involved in this allocation of conserved water application.

(NOTE: Transfer T-12522 did not make changes to all portions of the original water rights. Remaining right certificates were issued for the portions of the water rights not changed by Transfer T-12522: Certificates 92990, 92991, 92992, 92993, and 92994. These remaining rights are NOT part of this allocation of conserved water application.)



To meet State Land Use Consistency Requirements, you must list <u>all</u> local governments (each county, city, municipal corporation, or tribal government) within whose jurisdiction the conservation project and/or proposed instream reach will be located.

ENTITY NAME	ADDRESS	ADDRESS			
Morrow County	100 S. Court St.	100 S. COURT ST.			
CITY	STATE	ZIP			
HEPPNER	OR	97836			



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## Part 3 of 4 — Water Right Information and Conservation Measures

Please use a separate Part 3 for <u>each</u> water right involved in the proposed allocation of conserved water.

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#### WATER RIGHT INFORMATION:

Water Right Subject to Transfer (check and complete **ONE** of the following):

Certificated Right	95154	S-37150		
Certificated Right	Certificate Number	Permit Number or Decree Name		
Adjudicated Up cortificated Dight				
Adjudicated, Un-certificated Right	Name of Decree	Page Number		
Permit for which Proof has been				
Approved	Permit Number	Special Order Volume, Page		
Transferred Right for which Proper Proof				
of the change has been filed	Previous Certificate / Transfer Number	Date Claim of Beneficial Use Submitted		

County: Morrow

Describe the pre-project water delivery system. Include information on the diversion structure, pumps, and conveyance facilities (including canals, pipelines and sprinklers used to divert, convey and apply the water at the authorized place of use). Provide sufficient detail for the Department to determine the system capacity. Water used for irrigation pre-project was diverted from the Columbia River at the Columbia River Pump Station (CRPS), which located on the south bank of the Columbia River in Section 2, Township 4 North, Range 25 East (WM). The CRPS consists of twelve vertical turbine pumps installed on a single pier that extends from the shoreline into the river. These twelve pumps supply two separate water delivery systems, which are further described below. Please note that these water delivery systems supply water for additional lands under separate water rights than the two water rights involved in this allocation of conserved water application; therefore the components of the water delivery systems have capacities that exceed that required to serve the acreage related to this specific application.

#### **Boardman Farm System:**

The Boardman Farm system has a delivery capacity of 122,000 gpm (271.8 cfs).

Six low lift line shaft turbine pumps (1,350 Hp total; two 150 Hp, three 250 Hp, and one 300 Hp) are used to divert and pump water from the Columbia River a short distance to a high lift booster pump station. The high lift booster pump station consists of a large concrete sump structure, into which nine vertical line shaft turbine pumps are installed (8,600 Hp total; one 600 Hp and eight 1000 Hp). From the high lift booster pump station, water is pumped into parallel 54-inch main pipelines. The parallel pipelines extend in a southeasterly direction ~3480 feet to a point where they cross beneath Columbia Avenue, then continue southeasterly another ~1690 feet to a point where they cross beneath the Union Pacific Railroad track, then continue southeasterly another ~1690 feet to a point where they cross the West Extension Irrigation District (WEID) canal, then continue ~430 feet to a point where they cross beneath State Highway 730, then continue ~4010 feet to where they bend to the south. This is the location of a booster pumping station referred to as the Cherokee Station.

The Cherokee booster station consists of four centrifugal pumps (600 Hp total; one 75 Hp, one 125 Hp, and two 200 Hp). The Cherokee booster station boosts the pressure in a portion of the water being carried by the parallel 54-inch pipelines and discharges it into a 20-inch pipeline that conveys the water to 4 blocks of trees (Field 47) in the Cherokee strip (Attachment C).

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From the location of the Cherokee booster station, the parallel 54-inch pipelines extend south and cross beneath I-84 and continue to the location of Booster Station 1. Booster Station 1 consists of nine pumps (7,800 Hp total; two 400 Hp and seven 1,000 Hp) and boosts the pressure in the parallel 54-inch pipelines and discharges the water into parallel 48-inch and 54-inch pipelines that continue extending southeasterly. Fields 15, 16, and 22 are served from the 48-inch pipeline (Attachment C). The parallel 48-inch and 54-inch pipelines continue southeasterly to Booster Station 2. Booster Station 2 consists of nine pumps (5,000 Hp total; two 400 Hp and seven 600 Hp) and boosts the pressure and discharges the water into a network of mainlines ranging from 54-inch to 10-inches that deliver water to Fields 17 through 43. Water was also conveyed to the south farm (Fields 101 through 108, 201 through 208, 401, 402, 408, 409, 701 through712, 801 through 812, and 901 through 919) through two interties, the West Intertie and the East Intertie (Attachment C). The pumping station at both the West Intertie and the East Intertie consist of two 100 Hp pumps. The interties allowed the entire farm to be irrigated with water from either the Boardman Farm System or the Columbia Improvement District System.

#### **Columbia Improvement District System:**

The CID system, which supplies water to a number of water users including Farmland Reserve, has a delivery capacity of 142,000 gpm (316.4 cfs). Farmland Reserve has an agreement for delivery of 62,900 gpm (140.1 cfs) from the CID system.

Six low lift line shaft turbine pumps (3,000 Hp total; six 500 Hp) are used to divert and pump water from the Columbia River a short distance to a high lift booster pump station. The high lift booster pump station consisting of fifteen centrifugal pumps (10,500 Hp total; fifteen 700 Hp). From the high lift booster pump station, water is pumped into parallel 72-inch main pipelines that deliver water to the Columbia River Irrigation District (CID) conveyance system.

Six pumping stations (Stations 1, 2, 3, 7, 8, and 9) on the CID canal were used to divert water from the CID system for delivery and use on the tree farm (Attachment C). Station 1 consists of four pumps (675 Hp total, one 75 Hp, and three 200 Hp) that deliver water into a network of mainlines ranging from 18-inch to 10-inches that convey water to Fields 101 through 108 (Attachment C). Station 2 consists of three pumps (850 Hp total; one 250 HP and three 300 Hp) that deliver water into a network of mainlines ranging from 18-inch to 10-inches that convey water to Fields 201 through 208 (Attachment C). Station 4 consists of three pumps (430 Hp total; one 30 Hp and two 200 Hp) that deliver water into a network of mainlines ranging from 18-inch to 10-inches that convey water to Fields 401, 402, 408, and 409 (Attachment C). Station 7 consists of five pumps (1550 Hp total, two 250 Hp, one 300 Hp, one 350 Hp, and one 400 Hp) that deliver water into a network of mainlines ranging from 30-inch to 10-inch that convey water to Fields 701 through 712 (Attachment C). Station 8 consists of four pumps (850 Hp total; two 150 Hp, one 250 Hp, and one 300 Hp) that deliver water into a network of mainlines ranging from 24-inch to 10-inch that convey water to Fields 801 through 812 (Attachment C). Station 9 consists of six pumps (2100 Hp total; one 200 Hp, one 300 Hp, and four 400 Hp) that deliver water into a network of mainlines ranging from 26-inch to 10-inch that convey water to Fields 901 through 919 (Attachment C).

#### Application:

Each field consisted of four blocks of trees. A manifold for each field distributed water to the four blocks of trees. Water was applied for irrigation using a drip system, with multiple emitters applying water to each tree. The number of emitters per acres, the emitter rate, and the run time of the drip system for each block of trees was computer monitored and controlled and the rate of water conveyed through each manifold (that distributed water to a set of four blocks of trees) was measured with a flow meter. The rate of water application varied based on the age of the tree, and at maturity, up to 1/40 cfs per acre and 54 inches (4.5 feet) of water were applied per acre per irrigation season (maximum duty of 4.5 acre-feet per acre). Water

use data for a single field of mature trees is provided below from the 2016 irrigation season. Additional details regarding the entire water application system is provided in Attachment C.

#### Instantaneous Rate Date for Field 102

Block	Number of	Emitter Rate	Total Water	Application Rate	Application Rate
	Emitters	(gpm/hour)	Application Rate	per Acre	per Acre
			for Block (gpm)	(gpm/acre)	(cfs/acre)
1	50,111	0.75	626	14.5	0.03
2	49,519	0.75	619	14.5	0.03
3	45,999	0.75	575	14.5	0.03
4	45,848	0.75	573	14.5	0.03

Seasonal Volume Data for Field 102 for the 2016 Irrigation Season

Block	Block Acreage	Total Inches of	Inches of Water per	Feet of Water per
		Water Applied	Acre during	Acre during
		during Irrigation	Irrigation Season	Irrigation Season
		Season		
1	43.14	2371.55	54.97	4.58
2	42.63	2379.57	55.82	4.65
3	39.60	2103.81	53.13	4.42
4	39.47	2195.32	55.62	4.63
TOTAL	164.85	9050.24	54.90	4.57

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#### Table 1: Pre-Project Description

**Note:** 1 miner's inch = 1/40 cfs;

List: A) the maximum rate and annual duty (volume) of water that may be diverted as stated on the water right of record; and B) the maximum amount of water that can be diverted using the pre-project facilities ("system capacity"). If there are multiple priority dates on the water right, list the rate and duty associated with each priority date. (If the water right is only limited by rate, do not list a duty. Conversely, if the water is only limited by duty, do not list a rate).

				PRE-PRO	DJECT DESCRIPTION	N				
				Col	umn A		Column B			
	Water Right of Record System Capacity									
			Rat	Rate Duty Rate Duty					:у	
Originating			8							
Water			Maximum				Maximum		Maximum	
Right #	Priority	Acres	CFS	CFS/AC	Maximum AF	AF/AC	CFS	CFS/AC	AF	AF/AC
95154	7/25/1973	6,721.22	140.10	0.025	30,245.49	4.5	168 <sup>A</sup>	0.025 <sup>B</sup>	30,245.49	4.5
Totals		6,721.22	140.10		30,245.49		168		30,245.49	

1 cfs = 1.983471 ac-ft/day

#### Notes:

1 cfs = 448.8 qpm

A The combined capacity of the diversion and conveyance system was 411.9 cfs, being 271.8 cfs from the Boardman Farm System and 140.1 cfs from the CID System. The combined capacity of all emitters in the pre-project irrigation system totaled 513 cfs (Attachment C). The spacing of the emitters was designed to apply 1/40 cfs per acre of trees (Attachment C). Thus the capacity of the pre-project water application system was the limiting system component (1/40 cfs \* 6721.22 acres = 168 cfs). Please note that the 411.9 cfs diversion and conveyance capacity is in excess of the water that was used for the pre-project described in this ACW because this diversion and conveyance system is used to supply multiple water rights besides the water rights involved in this ACW application.

<sup>&</sup>lt;sup>B</sup> The combined application rate of emitters per acre in the pre-project irrigation system (Attachment C).

#### **CONSERVATION MEASURES:**

Describe the type of conservation measures, check all that apply:	RECEIVED
On-Farm efficiency project	OCT <b>2 9</b> 2020
Distribution project, such as a ditch piping or lining project	OWRD
Other:	VIII D

Describe the proposed changes to the physical system, operations and application methods that will result in the conservation of water. If these proposed changes will change the point of diversion, you must meet the ODFW fish screen and bypass requirements pursuant to ORS 540.525. Please include a description and details of how the estimate of water conserved was determined. Please provide sufficient detail for the Department to provide notice of the project.

There was a physical change to the on-farm irrigation system from a multiple emitter drip system for strip irrigation of trees to a center pivot irrigation system equipped with high efficiency nozzles for row crops. The center pivots are equipped with low pressure, low flow spray nozzles designed to apply 7.5 gpm of water per acre (0.017 cfs/ac) with up to 3.5 acre-feet per acre per season. Note: these changes did not involve a change in the point of diversion.

Certificate 95154 authorizes the use of up to 1/40 cfs per acre (0.025 cfs/ac) and 4.5 AF per acre during the irrigation season. As discussed above, the pre-project irrigation system utilized the full rate and seasonal volume authorized by the water right. The completed on-farm irrigation system change to center pivots with high efficiency nozzles resulted in:

- A reduction in the instantaneous irrigation rate from 140.10 cfs (rate authorized by Certificate 95154) to 112.24 cfs (0.017 cfs/ac\* 6721.22 acres), for a resulting conservation of 27.86 cfs
- A reduction in the seasonal volume of use from up to 4.5 AF per acre to 3.5 AF per acre, for a resulting conservation of 6721.22 AF (1.0 AF/ac \* 6721.22 acres).

#### Existing Point(s) of Diversion:

POD	Tv	vp	Rr	ng	Sec	1/4	1/4	Tax Lot	Gvt Lot or DLC	Measured Distances or Latitude and Longitude		
CRPS	4	N	25	Е	2	NE	NW		7	South 86 degrees 22 minutes 46 seconds west, 289 feet from the NE corner of Section 2		

#### Place of Use Involved in Conservation Measures:

List only the part of the right that will be affected. If the entire right is being affected, just state "entire Certificate."

Twp	wp Rng		Rng		Rng Sec ¼				Gvt Lot or DLC	Acres	Type of Use listed On Certificate	Priority Date	
2	S	9	Е	15	NE	NW	200	43	153.0	EXAMPLE	1/1/1865		
			En	tire Certi	ficate				6,721.22	Irrigation	7/25/1973		
								Total	6,721.22		•		

Are there other water right certificates, water use permits, ground water registrations, or uncertificated
decreed rights associated with the above lands? $oxdot$ Yes $igwedge$ No. If YES, list the certificates, water use
permits, groundwater registrations, or uncertificated decree numbers:

Is the project within the boundaries of an irrigation district or water control district?  $\square$  Yes  $\square$  No If YES, and applicant is <u>not</u> a District, you must provide a letter of approval from the District.

#### **Table 2: Conserved Water**

In Column A, list the smaller of A or B from Table 1 (Pre-Project Description). In Column B, list the amount of water that will be needed for the existing, authorized use(s) after implementing the conservation measures. In Column C, subtract Column B from Column A and enter the results (e.g., A - B = C). (If the water right is only limited by rate, do not list a duty; and conversely, if the water is only limited by duty, do not list a rate.)

	Conserved Water Description													
		Colu	mn A			Colu	ımn B		Column C					
	Та	ble 1 – Sm	aller of A or B	3		Nec	eded		Conserved Water					
	Rate Duty			Ra	ate	Duty	,	Rate Duty						
Priority	Maximum CFS	CFS/AC	Maximum AF	AF/AC	Maximum CFS	CFS/AC	Maximum AF	AF/AC	Maximum CFS	Maximum AF	AF/AC			
7/25/1973	140.10	0.025	30,245.49	4.5	112.24	0.0167	23,524.27	3.5	27.86	6,721.22	1.0			
Totals	140.10		30,245.49		112.24		23,524.27		27.86	6,721.22				

#### Table 3: Allocation of Conserved Water

List the portions of the conserved water that will be allocated to the state and applicant. Note: Column A plus Column B should total Column C (e.g., A + B = C).

	Conserved Water Allocation													
	Column A			Column B		Column C								
St	ate's Portion		Ар	plicant's Portio	Portion Conserved Water									
		Maximum			Maximum			Maximum						
	Maximum	Duty		Maximum	Duty		Maximum	Duty						
Percentage*	Rate	(Volume)	Percentage	Rate	(Volume)	Percentage	Rate	(Volume)						
25%	6.96	1,680.30	75%	20.90	5,040.92	100%	27.86	6,721.22						

<sup>\*</sup> must be at least 25%

The priority for the conserved water is requested to be:	
The same as the original right, or	RECEIVED
One minute junior to the original right.	OCT <b>2 9</b> 2020
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## Part 3 of 4 — Water Right Information and Conservation Measures

Please use a separate Part 3 for <u>each</u> water right involved in the proposed allocation of conserved water.

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#### WATER RIGHT INFORMATION:

Water Right Subject to Tr	ansfer (check and complete <b>ONE</b> of t	the following): OWRD		
Cartificate d Diaba	95155	S-36940		
Certificated Right	Certificate Number	Permit Number or Decree Name		
Adjudicated Up contificated Dight				
Adjudicated, Un-certificated Right	Name of Decree	Page Number		
Permit for which Proof has been				
Approved	Permit Number	Special Order Volume, Page		
Transferred Right for which Proper Proof				
of the change has been filed	Previous Certificate / Transfer Number	Date Claim of Beneficial Use Submitted		

County: Morrow

Describe the pre-project water delivery system. Include information on the diversion structure, pumps, and conveyance facilities (including canals, pipelines and sprinklers used to divert, convey and apply the water at the authorized place of use). Provide sufficient detail for the Department to determine the system capacity. Water used for irrigation pre-project was diverted from the Columbia River at the Columbia River Pump Station (CRPS), which located on the south bank of the Columbia River in Section 2, Township 4 North, Range 25 East (WM). The CRPS consists of twelve vertical turbine pumps installed on a single pier that extends from the shoreline into the river. These twelve pumps supply two separate water delivery systems, which are further described below. Please note that these water delivery systems supply water for additional lands under separate water rights than the two water rights involved in this allocation of conserved water application; therefore the components of the water delivery systems have capacities that exceed that required to serve the acreage related to this specific application.

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From the location of the Cherokee booster station, the parallel 54-inch pipelines extend buth and cross beneath I-84 and continue to the location of Booster Station 1. Booster Station 1 consists of nine pumps (7,800 Hp total; two 400 Hp and seven 1,000 Hp) and boosts the pressure in the parallel 54-inch pipelines and discharges the water into parallel 48-inch and 54-inch pipelines that continue extending southeasterly. Fields 15, 16, and 22 are served from the 48-inch pipeline (Attachment C). The parallel 48-inch and 54-inch pipelines continue southeasterly to Booster Station 2. Booster Station 2 consists of nine pumps (5,000 Hp total; two 400 Hp and seven 600 Hp) and boosts the pressure and discharges the water into a network of mainlines ranging from 54-inch to 10-inches that deliver water to Fields 17 through 43. Water was also conveyed to the south farm (Fields 101 through 108, 201 through 208, 401, 402, 408, 409, 701 through712, 801 through 812, and 901 through 919) through two interties, the West Intertie and the East Intertie (Attachment C). The pumping station at both the West Intertie and the East Intertie consist of two 100 Hp pumps. The interties allowed the entire farm to be irrigated with water from either the Boardman Farm System or the Columbia Improvement District System.

#### **Columbia Improvement District System:**

The CID system, which supplies water to a number of water users including Farmland Reserve, has a delivery capacity of 142,000 gpm (316.4 cfs). Farmland Reserve has an agreement for delivery of 62,900 gpm (140.1 cfs) from the CID system.

Six low lift line shaft turbine pumps (3,000 Hp total; six 500 Hp) are used to divert and pump water from the Columbia River a short distance to a high lift booster pump station. The high lift booster pump station consisting of fifteen centrifugal pumps (10,500 Hp total; fifteen 700 Hp). From the high lift booster pump station, water is pumped into parallel 72-inch main pipelines that deliver water to the Columbia River Irrigation District (CID) conveyance system.

Six pumping stations (Stations 1, 2, 3, 7, 8, and 9) on the CID canal were used to divert water from the CID system for delivery and use on the tree farm (Attachment C). Station 1 consists of four pumps (675 Hp total, one 75 Hp, and three 200 Hp) that deliver water into a network of mainlines ranging from 18-inch to 10-inches that convey water to Fields 101 through 108 (Attachment C). Station 2 consists of three pumps (850 Hp total; one 250 HP and three 300 Hp) that deliver water into a network of mainlines ranging from 18-inch to 10-inches that convey water to Fields 201 through 208 (Attachment C). Station 4 consists of three pumps (430 Hp total; one 30 Hp and two 200 Hp) that deliver water into a network of mainlines ranging from 18-inch to 10-inches that convey water to Fields 401, 402, 408, and 409 (Attachment C). Station 7 consists of five pumps (1550 Hp total, two 250 Hp, one 300 Hp, one 350 Hp, and one 400 Hp) that deliver water into a network of mainlines ranging from 30-inch to 10-inch that convey water to Fields 701 through 712 (Attachment C). Station 8 consists of four pumps (850 Hp total; two 150 Hp, one 250 Hp, and one 300 Hp) that deliver water into a network of mainlines ranging from 24-inch to 10-inch that convey water to Fields 801 through 812 (Attachment C). Station 9 consists of six pumps (2100 Hp total; one 200 Hp, one 300 Hp, and four 400 Hp) that deliver water into a network of mainlines ranging from 26-inch to 10-inch that convey water to Fields 901 through 919 (Attachment C).

#### Application:

Each field consisted of four blocks of trees. A manifold for each field distributed water to the four blocks of trees. Water was applied for irrigation using a drip system, with multiple emitters applying water to each tree. The number of emitters per acres, the emitter rate, and the run time of the drip system for each block of trees was computer monitored and controlled and the rate of water conveyed through each manifold (that distributed water to a set of four blocks of trees) was measured with a flow meter. The rate of water application varied based on the age of the tree, and at maturity, up to 1/40 cfs per acre and 54 inches (4.5 feet) of water were applied per acre per irrigation season (maximum duty of 4.5 acre-feet per acre). Water

<u>use data for a single field of mature trees is provided below from the 2016 irrigation season. Additional details regarding the entire water application system is provided in Attachment C.</u>

#### Instantaneous Rate Date for Field 102

Block	Number of	Emitter Rate	Total Water	Application Rate	Application Rate
	Emitters	(gpm/hour)	Application Rate	per Acre	per Acre
			for Block (gpm)	(gpm/acre)	(cfs/acre)
1	50,111	0.75	626	14.5	0.03
2	49,519	0.75	619	14.5	0.03
3	45,999	0.75	575	14.5	0.03
4	45,848	0.75	573	14.5	0.03

Seasonal Volume Data for Field 102 for the 2016 Irrigation Season

Block	Block Acreage	Total Inches of	Inches of Water per	Feet of Water per
Diock	Diock / lot edge	Water Applied	Acre during	Acre during
		during Irrigation	Irrigation Season	Irrigation Season
		Season		
1	43.14	2371.55	54.97	4.58
2	42.63	2379.57	55.82	4.65
3	39.60	2103.81	53.13	4.42
4	39.47	2195.32	55.62	4.63
TOTAL	164.85	9050.24	54.90	4.57

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#### Table 1: Pre-Project Description

List: A) the maximum rate and annual duty (volume) of water that may be diverted as stated on the water right of record; and B) the maximum amount of water that can be diverted using the pre-project facilities ("system capacity"). If there are multiple priority dates on the water right, list the rate and duty associated with each priority date. (If the water right is only limited by rate, do not list a duty. Conversely, if the water is only limited by duty, do not list a rate).

	PRE-PROJECT DESCRIPTION													
				Co	lumn A		Column B							
					System	Capacity								
			Rat	e	Duty	Rat	e	Dut	ty					
Originating														
Water			Maximum				Maximum		Maximum					
Right #	Priority	Acres	CFS	CFS/AC	Maximum AF	AF/AC	CFS	CFS/AC	AF	AF/AC				
95155	6/29/1973	7,472.54	184.71	0.025	33,626.43	4.5	187 <sup>A</sup>	0.025 <sup>B</sup>	33,626.43	4.5				
<b>Totals</b> 7,472.		7,472.54	184.71		33,626.43		187		33,626.43					

1 cfs = 1.983471 ac-ft/day

#### Note: 1 miner's inch = 1/40 cfs; Notes:

A The combined capacity of the diversion and conveyance system was 411.9 cfs, being 271.8 cfs from the Boardman Farm System and 140.1 cfs from the CID System. The combined capacity of all emitters in the pre-project irrigation system totaled 513 cfs (Attachment C). The spacing of the emitters was designed to apply 1/40 cfs per acre of trees (Attachment C). Thus the capacity of the pre-project water application system was the limiting system component (1/40 cfs \* 7472.54 acres = 187 cfs). Please note that the 411.9 cfs diversion and conveyance capacity is in excess of the water that was used for the pre-project described in this ACW because this diversion and conveyance system is used to supply multiple water rights besides the water rights involved in this ACW application.

1 cfs = 448.8 qpm

<sup>&</sup>lt;sup>B</sup> The combined application rate of emitters per acre in the pre-project irrigation system (Attachment C).

CONSERVATION MEASURES:	RECEIVED
Describe the type of conservation measures, check all that apply:	
On-Farm efficiency project	OCT <b>2 9</b> 2020
Distribution project, such as a ditch piping or lining project	OWRD
Other:	

Describe the proposed changes to the physical system, operations and application methods that will result in the conservation of water. If these proposed changes will change the point of diversion, you must meet the ODFW fish screen and bypass requirements pursuant to ORS 540.525. Please include a description and details of how the estimate of water conserved was determined. Please provide sufficient detail for the Department to provide notice of the project.

There was a physical change to the on-farm irrigation system from a multiple emitter drip system for strip irrigation of trees to a center pivot irrigation system equipped with high efficiency nozzles for row crops. The center pivots are equipped with low pressure, low flow spray nozzles designed to apply 7.5 gpm of water per acre (0.017 cfs/ac) with up to 3.5 acre-feet per acre per season. Note: these changes did not involve a change in the point of diversion.

Certificate 95155 authorizes the use of up to 1/40 cfs per acre (0.025 cfs/ac) and 4.5 AF per acre during the irrigation season. As discussed above, the pre-project irrigation system utilized the full rate and seasonal volume authorized by the water right. The completed on-farm irrigation system change to center pivots with high efficiency nozzles resulted in:

- A reduction in the instantaneous irrigation rate from 184.71 cfs (rate authorized by Certificate 95155) to 124.79 cfs (0.017 cfs/ac\* 7472.54 acres), for a resulting conservation of 59.92 cfs
- A reduction in the seasonal volume of use from up to 4.5 AF per acre to 3.5 AF per acre, for a resulting conservation of 7,472.54 AF (1.0 AF/ac \* 7472.54 acres).

#### Existing Point(s) of Diversion:

POD	Tv	vp	Rr	ng	Sec	1/4	1/4	Tax Lot	Gvt Lot or DLC	Measured Distances or Latitude and Longitude		
CRPS	4	N	25	E	2	NE	NW		7	South 86 degrees 22 minutes 46 seconds west, 289 feet from the NE corner of Section 2		

#### Place of Use Involved in Conservation Measures:

List only the part of the right that will be affected. If the entire right is being affected, just state "entire Certificate."

Tv	Twp Rng		Sec	1/4	1/4	Tax Lot	Gvt Lot or DLC	Acres	Type of Use listed On Certificate	Priority Date	
2	S	9	E	15	NE	NW	200	43	153.0	EXAMPLE	1/1/1865
			En	tire Certi	ficate				7,472.54	Irrigation	6/29/1973
								Total	7,472.54		

Are there other water right certificates, water use permits, ground water registrations, or uncertificated
decreed rights associated with the above lands? 🗌 Yes 🔀 No. If YES, list the certificates, water use
permits, groundwater registrations, or uncertificated decree numbers:

Is the project within the boundaries of an irrigation district or water control district? Yes No If YES, and applicant is <u>not</u> a District, you must provide a letter of approval from the District.



OCT 2 9 2020

#### **Table 2: Conserved Water**

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In Column A, list the smaller of A or B from Table 1 (Pre-Project Description). In Column B, list the amount of water that will be needed for the existing, authorized use(s) after implementing the conservation measures. In Column C, subtract Column B from Column A and enter the results (e.g., A - B = C). (If the water right is only limited by rate, do not list a duty; and conversely, if the water is only limited by duty, do not list a rate.)

	Conserved Water Description													
		Colu	mn A			Colu	mn B		Column C					
	Та	ble 1 – Sm	aller of A or B	3		Nee	eded		Con	er				
	Rate Duty			Ra	ate	Duty		Rate	Duty					
Priority	Maximum CFS	CFS/AC	Maximum AF	AF/AC	Maximum CFS	CFS/AC	Maximum AF	AF/AC	Maximum CFS	Maximum AF	AF/AC			
6/29/1973	184.71	0.025	33,626.43	4.5	124.79	0.0167	26,153.89	3.5	59.92	7,472.54	1.0			
Totals	184.71		33,626.43		124.79		26,153.89		59.92	7,472.5				

#### Table 3: Allocation of Conserved Water

List the portions of the conserved water that will be allocated to the state and applicant. Note: Column A plus Column B should total Column C (e.g., A + B = C).

			Conse	rved Water Allo	cation			
	Column A			Column B			Column C	
St	ate's Portion		Applicant's Portion			Conserved Water		
		Maximum			Maximum			Maximum
	Maximum	Duty		Maximum	Duty		Maximum	Duty
Percentage*	Rate	(Volume)	Percentage	Rate	(Volume)	Percentage	Rate	(Volume)
25%	14.98	1,868.13	75%	44.94	5,604.41	100%	59.92	7,472.54

<sup>\*</sup> must be at least 25%

The priority for the conserved water is requested to be:
☐ The same as the original right, or
One minute junior to the original right.

#### Part 4 of 4 — Mitigation, Proposed Use, Project Schedule, Funding, and Fee Calculation

#### **MITIGATION:**

Describe any expected effects from the proposed allocation of conserved water on other water rights. Describe what currently happens to the water that is proposed to be conserved. Prior to the applicant making the change to the irrigation application system that resulted in the water conservation documented in this application, the conserved water was withdrawn from the Columbia River and used for irrigation by the pre-project irrigation system. The conservation measures have reduced the rate and volume of withdrawal from the Columbia River under the two water rights involved in this application. The state's portion of the conserved water will be left in stream.

Describe any mitigation or other measures that are planned to avoid harm to other water rights. This project is not expected to result in any harm to other water rights.

#### PROPOSED USE:

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#### New Out-of Stream Uses:

$\boxtimes$		N/A
-------------	--	-----

For new out-of-stream uses, describe the intended use and boundaries of the expected area within which the diversion structures and places of use of the applicants' conserved water right will be located. This is land other than that to which this water right is appurtenant. Intended Use: Irrigation.

(NOTE: There is no intent to "layer" the applicant's portion of the conserved water with any other irrigation water rights that may be appurtenant to the place of use where the conserved water is proposed for use by the applicant in a given year)

Boundaries: The lands on where the applicant anticipates that it may use its share of conserved water is located within the following area:

Twn	Range										
1N	22E	2N	22E	3N	22E	4N	22E	5N	25E	6N	30E
1N	23E	2N	23E	3N	23E	4N	23E	5N	26E	6N	31E
1N	24E	2N	24E	3N	24E	4N	24E	5N	27E		
1N	25E	2N	26E	3N	26E	4N	25E	5N	28E		
1N	26E	2N	27E	3N	27E	4N	26E	5N	29E		
1N	27E	2N	28E	3N	28E	4N	27E	5N	30E		
1N	28E	2N	29E	3N	29E	4N	28E	5N	31E		
1N	29E	2N	30E	3N	30E	4N	29E				
1N	30E	2N	31E	3N	31E	4N	30E				
1N	31E					4N	31E				

Will the new use require a change or additional point of diversion/appropriation?

X Yes	No	Unknown at this time

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POD	Tv	wp	Rr	ng	Sec	1/4	1/4	Tax Lot	Gvt Lot or DLC	Measured Distances or Latitude and Longitude
EID	5	N	30	Е	8	SW	NW	200		2910 feet North and 120 feet East from SW corner of Section 8

#### New Instream Uses to be Created (State's Portion):

Originating Surface Water Right (as identified in Part 3)	Priority Date	Source	Proposed Instream Period	Rate (cfs)*	Volume (ac-ft)**
95154	7/25/1973	Columbia River	Irrigation Season	6.96	1,680.30
95155	6/29/2073	Columbia River	Irrigation Season	14.98	1,868.13
	•		TOTAL	VOLUME	3.548.43

<sup>\*</sup> To calculate rate (if other than the rate allowed by the right), divide the volume by the number of days in the period and then divide by 1.983471; or

**Note:** The instream rate may not exceed the maximum rate conserved and the total volume may not exceed to maximum duty or volume conserved (Table 3, Column C).

#### Location of the proposed instream water right.

	Water is requested to be protected within a reach. Location of the proposed reach (identify the
	extent of the reach): (e.g., from the upstream POD located at RM to downstream location at the mouth at RM ) From the location of the POD in the Columbia River, located in Lot 7 (NE
	NW), Section 2, T4N, R25E, WM; South 86 Degrees 22 Minutes 46 Seconds West, 2829 Feet from
	the NE Corner, Section 2, downstream to the mouth of the Columbia River.
OR	
	Water is requested to be protected at a point at the following location (i.e. legal description of the point of diversion (POD)):
Public U	se for which conserved water right should be managed under an instream right (check at e box):
	Conservation, maintenance and enhancement of aquatic and fish life, wildlife, fish and wildlife habitat, and other ecological values.
	Recreation and scenic attraction.
	Water Quality (e.g. pollution abatement).
List any	existing instream water rights at the same point or within the same requested reach(es):
	None.
	Instream Water Right Certificates: <u>86126, 89859, 88064, 89235, 89303, 89660, 89741, 89739, 89737, 89659, 89658, 89302, 90152.</u>

<sup>\*\*</sup> To calculate volume, multiply the rate by the number of days in the instream period and then multiply by 1.983471.

	water i 537.47 establi of mini	right est 0 (alloca shed un imum p	nt to have the proposed instream water right transfer be additive to any tablished under ORS 537.348 (instream transfer application process) and action of conserved water) and replace a portion of any instream water ander ORS 537.341 (state agency application process) and ORS 537.346 (decennial streamflows) with an earlier priority date?	d ORS right
L	Yes		No. If no, please explain your intent below:	
			ed instream flow <u>intended</u> to exceed the estimated average natural flow urring from the drainage system?	v or natural
	$\boxtimes$	No; OR		
[			ovide supporting documentation that demonstrates why additional flows are solic use requested.); <b>OR</b>	significant for
[			d it is presumed that flows that exceed the estimated average natural flow or are significant because:	natural lake
			The requested flow does not exceed the maximum amount of any instream vapplied for under ORS 537.338 (state agency instream water right application the requested public use is for the same public use; and the requested reach portion or same reach as the state agency instream water right; and	process);
			The stream is in an ODFW flow restoration priority watershed during the req instream period; <b>or</b>	uested
			The stream is listed as water quality limited by DEQ.	
			A. A	REOF

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#### **PROJECT SCHEDULE:**

N/A	For a project that has <b>not</b> been completed, please provide the dates on which the applicant
	intends to do the following:

Begin Construction	Complete Construction and File Notice of Completion	Request that Entire Conserved Water Allocation be Finalized
Date:	Date:	*Date:

<sup>\*</sup> Must be within 5 years from the date of filing the Notice of Completion.

**Note:** If construction of the project has begun or has been completed, and if more than 25 percent of the project costs have been expended before submitting this application, you must submit evidence that you have attempted to identify and resolve the concerns of water right holders in the area, governmental entities or other organization who have asked to be consulted regarding the allocation of conserved water.

N/A For a project that has been completed, provide the dates when the conservation measures were implemented and the date by which the applicant intends to request the allocation be finalized. Complete and attach Notice of Completion form.

Conservation Measures Were Implemented	Request that Entire Conserved Water Allocation be Finalized
*Date: Project began in	**Date: To be finalized upon
2016 and was completed in	approval of this allocation of
2019 – see Attachment G	conserved water application – see
	Attachment H

<sup>\*</sup> Must be within 5 years prior to the date of filing this application.



<sup>\*\*</sup> Must be within 5 years from the date of filing this Application and Notice of Completion.

<b>FUNDING</b>	
N/A	Federal or state public funds that <u>are not</u> subject to repayment are to be used f

	ederal or state public funds that <u>are not</u> subject to repayment are to be used for t	ne project. <i>Refer</i>
to	OAR 690-018-0040(18)(a)-(d) for further information in completing this section.	RECEIVED
	Source of Funding: Federal: State: State:	COLIVED
	Total cost for project engineering \$  Total cost for construction \$	OCT 2 9 2020
	The present value of any incremental changes in the cost of operations and madirectly attributable to the project that would not be incurred or realized in the project is \$	aintenance that are
	The amount of funding and the value of any in-kind contributions for project e construction and for any incremental changes in the costs of operations and m provided from federal or state public funds that are not subject to repayment	aintenance to be
	The amount of funding and the value of any in-kind contributions for project e construction and for any incremental change since costs of operations and ma provided from other funds is \$	
□ ⊠ N/A	Enter the percentage from Table 3, Column B (Applicant's Portion of Conserve If this is more than 25%, what portion of project funds (expressed as a percent federal or state public sources?%	
□ ⊠ N/A	The Oregon Watershed Enhancement Board (OWEB) has a contractual interest The OWEB project number is	t in this project.

#### **FEE CALCULATION**

Fee Schedule – ORS 536.050 http	s://www.oregon.gov/OWRD/Forms/Pages/default.aspx
\$1,160.00 - Base (1 <sup>st</sup> Water Right)	Add \$410.00 for each additional right
\$1,160 + (	1x \$410) = Total Fee \$1,570

Fee Waiver Worksheet							
o qualify for a waiver of up to 50%, you must provide evidence to establish your application meets the following criteria:							
(a) Will be converted to an instream right pursuant to ORS 537.348; or							
(b) Is necessary to complete a project funded under ORS 541.375 (OWEB); or							
(c) Is approved by the Oregon Department of Fish and Wildlife as a project that will result in a net benefit to fish and wildlife habitat. See OAR 690-018-0040(25).							
f the project meets one of the above standards, use the following formula to calculate the fees:							
(d) Enter Percentage from Table 3, Column A =							
(e) Deduct 25% from percentage in (d) above =%							
(f) Enter the lesser of (e) above or 50%							
(g) Total Fee x % waived (f) = Fee Waiver \$							
Example: (d) = 100% - 25% (e) = 75% (max 50% waived) = Fee x 50% = Fee Waiver							
Total Fee $$1,570$ – Fee Waiver (g) $$0$ = Amount Due $$1,570$							



Attachment B
Water Right Information
Allocation of Conserved Water Application – Certificates 95154 and 95155

#### STATE OF OREGON

#### COUNTY OF MORROW

#### CERTIFICATE OF WATER RIGHT

THIS CERTIFICATE ISSUED TO

FARMLAND RESERVE INC. C/O AGRINORTHWEST PO BOX 2308 PASCO WA 99302

confirms the right to use the waters of THE COLUMBIA RIVER, a tributary of PACIFIC OCEAN, for IRRIGATION of 6721.22 ACRES.

This right was perfected under Permit S-37150. The date of priority is JULY 25, 1973. The amount of water to which this right is entitled is limited to an amount actually beneficially used and shall not exceed 140.1 CUBIC FEET PER SECOND (CFS), PROVIDED THE TOTAL QUANTITY DIVERTED UNDER THE RIGHTS PERFECTED UNDER PERMIT S-37150 DOES NOT EXCEED 140.1 CFS, or its equivalent in case of rotation, measured at the point of diversion from the source.

The point of diversion is located as follows:

Twp	Rng	Mer	Sec	Q-Q	GLot	Measured Distances
4 N	25 E	WM	2	NE NW	7	COLUMBIA RIVER PUMP STATION - SOUTH 86 DEGREES 22 MINUTES 46 SECONDS WEST, 2829 FEET FROM NE CORNER, SECTION 2

The amount of water used for irrigation, together with the amount secured under any other right existing for the same lands, is limited to a diversion of ONE-FORTIETH of one cubic foot per second per acre, or its equivalent for each acre irrigated and shall be further limited to a diversion of not to exceed 4.5 acre-feet per acre for each acre irrigated during the irrigation season of each year.

The use shall conform to such reasonable rotation system as may be ordered by the proper state officer.

A description of the place of use to which this right is appurtenant is as follows:

Twp	Rng	Mer	Sec	Q-Q	GLot	Acres
3 N	26 E	WM	1	NE NE	2	31.00
3 N	26 E	WM	1	NW NE	2	30.89
3 N	26 E	WM	1	SW NE	1	31.63
3 N	26 E	WM	1	SE NE	1	31.00
3 N	26 E	WM	1	NE NW	2	31.07
3 N	26 E	WM	1	NWNW	2	29.40
3 N	26 E	WM	1	SW NW	1	31.38
3 N	26 E	WM	1	SE NW	1	32.36

OCT 2 9 2020

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#### NOTICE OF RIGHT TO PETITION FOR RECONSIDERATION OR JUDICIAL REVIEW

This is an order in other than a contested case. This order is subject to judicial review under ORS 183.482. Any petition for judicial review must be filed within the 60-day time period specified by ORS 183.482. Pursuant to ORS 183.482, ORS 536.075 and OAR 137-003-0675, you may petition for judicial review and petition the Director for reconsideration of this order. A petition for reconsideration may be granted or denied by the Director, and if no action is taken within 60 days following the date the petition was filed, the petition shall be deemed denied.

Twp	Rng	Mer	Sec	Q-Q	GLot	Acres
3 N	26 E	WM	1	NE SW		33.14
3 N	26 E	WM	1	NW SW		26.91
3 N	26 E	WM	1	SW SW		27.24
3 N	26 E	WM	1	SE SW		32.55
3 N	26 E	WM	1	NE SE		31.73
3 N	26 E	WM	1	NW SE		27.52
3 N	26 E	WM	1	SW SE		25.99
3 N	26 E	WM	1	SE SE		29.20
3 N	26 E	WM	2	NE NE	2	30.75
3 N	26 E	WM	2	NW NE	2	29.87
3 N	26 E	WM	2	SW NE	1	31.06
3 N	26 E	WM	2	SE NE	1	32.14
3 N	26 E	WM	2	NE NW	2	31.09
3 N	26 E	WM	2	NW NW	2	29.70
3 N	26 E	WM	2	SW NW	1	
3 N	26 E	WM	2	SE NW	1	30.48
3 N	26 E		2		1	32.34
International Control of the Park	26 E	WM		NE SW		31.76
3 N		WM	2	NW SW		29.77
3 N	26 E	WM	2	SW SW		29.92
3 N	26 E	WM	2	SE SW		32.79
3 N	26 E	WM	2	NE SE		30.51
3 N	26 E	WM	2	NW SE		28.45
3 N	26 E	WM	2	SW SE		29.64
3 N	26 E	WM	2	SE SE		32.36
3 N	26 E	WM	3	NE NE	2	30.00
3 N	26 E	WM	3	NW NE	2	31.84
3 N	26 E	WM	3	SW NE	1	31.12
3 N	26 E	WM	3	SE NE	1	29.95
3 N	26 E	WM	3	NE NW	2	28.87
3 N	26 E	WM	3	NW NW	2	29.12
3 N	26 E	WM	3	SWNW	1	30.78
3 N	26 E	WM	3	SE NW	1	31.27
3 N	26 E	WM	3	NE SW		31.44
3 N	26 E	WM	3	NW SW		30.96
3 N	26 E	WM	3	SW SW		29.47
3 N	26 E	WM	3	SE SW		30.76
3 N	26 E	WM	3	NE SE		30.91
3 N	26 E	WM	3	NW SE		31.99
3 N	26 E	WM	3	SW SE		29.03
3 N	26 E	WM	3	SE SE		28.83
3 N	26 E	WM	5	NE SW		31.65
3 N	26 E	WM	5	NW SW		29.07
3 N	26 E	WM	5	SW SW		29.17
3 N	26 E	WM	5	SE SW		30.71
3 N	26 E	WM	5	NE SE		29.85
3 N	26 E	WM	5	NW SE		30.15
3 N	26 E	WM	5	SW SE		30.47
3 N	26 E	WM	5	SE SE		30.26
3 N	26 E	WM	8	NE NE		29.68
3 N	26 E	WM	8	NW NE		32.42
3 N	26 E	WM	8	SW NE		35.35
3 N	26 E	WM	8	SE NE		27.15



Twp	Rng	Mer	Sec	Q-Q	GLot	Acres
3 N	26 E	WM	8	NE NW		29.39
3 N	26 E	WM	8	NW NW		32.12
3 N	26 E	WM	8	SW NW		33.65
3 N	26 E	WM	8	SE NW		33.68
3 N	26 E	WM	8	NE SW		32.70
3 N	26 E	WM	8	NW SW		32.70
3 N	26 E	WM	8	SW SW		33.44
3 N	26 E	WM	8	SE SW	-	
3 N	26 E	WM	8	NE SE	-	26.18
3 N	26 E	WM	8	NW SE		30.02
3 N	26 E	WM	8	SW SE	-	32.45
3 N	26 E	WM	8	SE SE	-	27.67
3 N	26 E	WM	9	NE NE	-	29.31
3 N	26 E	WM	9	NW NE		
3 N	26 E	WM	9	SW NE	-	31.09
3 N	26 E	WM	9	The state of the s	-	32.27
3 N	26 E	-	9	SE NE		29.78
	26 E	WM		NE NW	-	29.34
3 N		WM	9	NW NW	-	31.49
3 N	26 E	WM	9	SWNW	-	33.76
3 N	26 E	WM	9	SE NW	-	30.92
3 N 3 N	-	WM	9	NE SW	-	27.68
	26 E	WM	9	NW SW	-	32.50
3 N	26 E	WM	9	SW SW	-	32.45
3 N 3 N	26 E	WM	9	SE SW	-	27.31
-	26 E	WM	9	NE SE	-	29.07
3 N	26 E	WM	9	NW SE	-	32.39
3 N	26 E	WM	9	SW SE	-	30.94
3 N	26 E	WM	9	SE SE	-	28.05
3 N	26 E	WM	11	NE NE	-	31.39
3 N	26 E	WM	11	NW NE	-	31.86
3 N	26 E	WM	11	SW NE	-	30.37
3 N	26 E	WM	11	SE NE	-	31.10
3 N	26 E	WM	11	NE NW	-	31.47
3 N	26 E	WM	11	NW NW	-	30.23
-	26 E	WM	11	SWNW	-	29.99
3 N	26 E	WM	11	SE NW	-	32.71
3 N	26 E	WM	11	NE SW		33.08
-	26 E	WM	11	NW SW	-	30.88
3 N	26 E	WM	11	SW SW	-	28.79
3 N	26 E	WM	11	SE SW	-	32.48
3 N	26 E	WM	11	NE SE	-	32.24
	26 E	WM	11	NW SE	-	31.89
3 N	26 E	WM	11	SW SE	-	29.29
3 N 3 N	26 E	WM	11	SE SE	-	31.10
3 N	26 E	WM	12	NE NE	-	32.28
ACCORDING TO SERVICE OF SERVICE O	26 E	WM	12	NW NE	-	28.13
3 N 3 N	26 E	WM	12	SW NE	-	28.64
-	26 E	WM	12	SE NE	-	31.74
3 N	26 E	WM	12	NE NW	-	32.27
3 N	26 E	WM	12	NWNW	-	27.96
3 N	26 E	WM	12	SWNW	-	28.44
3 N	26 E	WM	12	SE NW		31.74

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OWRD

Twp	Rng	Mer	Sec	Q-Q	GLot	Acres
3 N	26 E	WM	12	NE SW		32.53
3 N	26 E	WM	12	NW SW		30.04
3 N	26 E	WM	12	SW SW		26.89
3 N	26 E	WM	12	SE SW		27.58
3 N	26 E	WM	12	NE SE		32.49
3 N	26 E	WM	12	NW SE		29.96
3 N	26 E	WM	12	SW SE		26.34
3 N	26 E	WM	12	SE SE		28.22
3 N	26 E	WM	13	NE NE		29.83
3 N	26 E	WM	13	NW NE		30.58
3 N	26 E	WM	13	SW NE		30.62
3 N	26 E	WM	13	SE NE		29.74
3 N	26 E	WM	13	NE NW		30.90
3 N	26 E	WM	13	NW NW		30.47
3 N	26 E	WM	13	SW NW		31.19
3 N	26 E	WM	13	SE NW		30.07
3 N	26 E	WM	13	NE SW		31.13
3 N	26 E	WM	13	NW SW		31.67
3 N	26 E	WM	13	SW SW		30.48
3 N	26 E	WM	13	SE SW		29.32
3 N	26 E	WM	13	NE SE		30.63
3 N	26 E	WM	13	NW SE		31.78
3 N	26 E	WM	13	SW SE		30.93
3 N	26 E	WM	13	SE SE		29.27
3 N	27 E	WM	4	NE SW		29.94
3 N	27 E	WM	4	NW SW		29.30
3 N	27 E	WM	4	SW SW		31.22
3 N	27 E	WM	4	SE SW		30.30
3 N	27 E	WM	5	NE SW		30.04
3 N	27 E	WM	5	NW SW		31.79
3 N	27 E	WM	5	SW SW		30.21
3 N	27 E	WM	5	SE SW		28.66
3 N	27 E	WM	5	NE SE		25.89
3 N	27 E	WM	5	NW SE		29.50
3 N	27 E	WM	5	SW SE		30.65
3 N	27 E	WM	5	SE SE		27.36
3 N	27 E	WM	6	NE NE		24.32
3 N	27 E	WM	6	NW NE		35.50
3 N	27 E	WM	6	SW NE		34.02
3 N	27 E	WM	6	SE NE		23.86
3 N	27 E	WM	6	NE NW		25.37
3 N	27 E	WM	6	NW NW		38.94
3 N	27 E	WM	6	SW NW		38.80
3 N	27 E	WM	6	SE NW		26.08
3 N	27 E	WM	6	NE SW		27.68
3 N	27 E	WM	6	NW SW		35.24
3 N	27 E	WM	6	SW SW		31.03
3 N	27 E	WM	6	SE SW		25.51
3 N	27 E	WM	6	NE SE		29.18
3 N	27 E	WM	6	NW SE		32.12
3 N	27 E	WM	6	SW SE		30.67
3 N	27 E	WM	6	SE SE		28.70
214	211	AATAT	U	OL OL		20.70

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Twp	Rng	Mer	Sec	Q-Q	GLot	Acres
3 N	27 E	WM	7	NE NE		27.64
3 N	27 E	WM	7	NW NE		31.89
3 N	27 E	WM	7	SW NE		31.83
3 N	27 E	WM	7	SE NE		28.99
3 N	27 E	WM	7	NE NW		25.12
3 N	27 E	WM	7	NW NW		36.05
3 N	27 E	WM	7	SW NW		34.85
3 N	27 E	WM	7	SE NW		25.52
3 N	27 E	WM	7	NE SW		24.60
3 N	27 E	WM	7	NW SW		36.64
3 N	27 E	WM	7	SW SW		31.65
3 N	27 E	WM	7	SE SW		21.96
3 N	27 E	WM	7	NE SE		27.11
3 N	27 E	WM	7	NW SE		33.65
3 N	27 E	WM	7	SW SE		32.12
3 N	27 E	WM	7	SE SE	<b>†</b>	26.86
3 N	27 E	WM	8	NE SW	<del>                                     </del>	28.52
3 N	27 E	WM	8	NW SW		32.21
3 N	27 E	WM	8	SW SW	<del>                                     </del>	31.17
3 N	27 E	WM	8	SE SW		28.55
3 N	27 E	WM	8	NE SE	-	29.37
3 N	27 E	WM	8	NW SE		31.04
3 N	27 E	WM	8	SW SE		30.57
3 N	27 E	WM	8	SE SE	-	29.78
3 N	27 E	WM	9	NE NW	-	30.62
3 N	27 E	WM	9	NWNW		29.39
3 N	27 E	WM	9	SW NW		30.62
3 N	27 E	WM	9	SENW	-	30.02
3 N	27 E	WM	9	NE SW	-	29.93
3 N	27 E	WM	9	NW SW	-	30.29
3 N	27 E	WM	9	SW SW	-	31.28
3 N	27 E	WM	9	SE SW	-	1
3 N	27 E	WM	9	NE SE	-	29.25
3 N	27 E	WM	9	NW SE	-	30.60
3 N	27 E	WM	9	SW SE	-	31.36
3 N	27 E	WM	9	SE SE	-	30.35
3 N	27 E	WM	18	NE NE	-	28.36
3 N	27 E	WM	18	NW NE	-	31.83
3 N	27 E	WM	18	SW NE	-	36.75
3 N	27 E	WM	18	SE NE	-	28.40
3 N	27 E	WM	18	NE NW	-	23.65
3 N	27 E	WM	18	NW NW	-	39.00
3 N	27 E	WM	18	SW NW	-	37.45
3 N	27 E	WM	18	SENW		-
3 N	27 E	WM	18	NE SW	-	28.35
3 N	27 E	WM	18	NW SW	-	33.85
3 N	27 E	WM	18	SE SW	-	19.28
3 N	27 E	WM	18	NW SE	1	35.66
3 N	27 E	WM	18	SW SE	1	17.85
4 N	26 E	WM	33	SE NE	+	0.45
4 N	26 E	WM	33	NE SE	1	36.12
4 N	26 E	WM	33	NW SE	1	9.85
	200	14 141	22	I III OL		1 7.03

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Twp	Rng	Mer	Sec	Q-Q	GLot	Acres
4 N	26 E	WM	33	SW SE		14.27
4 N	26 E	WM	33	SE SE		36.71
4 N	26 E	WM	34	SW NE		1.10
4 N	26 E	WM	34	SE NE		0.78
4 N	26 E	WM	34	NE SW		1.27
4 N	26 E	WM	34	NW SW		11.24
4 N	26 E	WM	34	SW SW		33.52
4 N	26 E	WM	34	SE SW		36.76
4 N	26 E	WM	34	NE SE		28.41
4 N	26 E	WM	34	NW SE		35.42
4 N	26 E	WM	34	SW SE		31.15

Water user measurement conditions:

- A. The water user shall maintain the totalizing flow meter or other suitable measuring device approved by the Director at each point of diversion in good working order.
- B. The water user shall allow the Watermaster access to the meters or measuring devices; provided however, where the meter or measuring device is located within a private structure, the Watermaster shall request access upon reasonable notice.

The water user shall maintain headgates, in-line flow meters, weirs, or other suitable devices for controlling, measuring and recording the quantity of water diverted. In-line flow meters shall be installed at each canal pump station. The type and plans of the headgates and measuring devices must be approved by the Department prior to beginning construction and shall be installed under the general supervision of the Department.

The water user shall operate and maintain headgates and measuring devices, as needed. The Watermaster may operate the headgates and monitor accuracy of the measuring devices, as needed.

The use confirmed herein may be made only at times when sufficient water is available to satisfy all prior rights, including prior rights for maintaining instream flows.

The right to use water for the above purpose is restricted to beneficial use on the lands or place of use described.

This certificate is issued to confirm a change in PLACE OF USE approved by an order of the Water Resources Director entered MARCH 31, 2017, at Special Order Volume 104, Page 293, approving Transfer Application T-12522, and together with Certificates 92926, 92927, 92928, 92929, supersedes Certificates 76584, 76585, 76586, and 83588, State Record of Water Right Certificates.

ssued

Dwight French

Water Right Services Division Administrator, for

Thomas M. Byler, Director

Oregon Water Resources Department

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#### STATE OF OREGON

#### COUNTY OF MORROW

#### CERTIFICATE OF WATER RIGHT

THIS CERTIFICATE ISSUED TO

FARMLAND RESERVE INC. C/O AGRINORTHWEST PO BOX 2308 PASCO WA 99302

confirms the right to use the waters of the COLUMBIA RIVER, a tributary of the PACIFIC OCEAN, for IRRIGATION of 7472.54 ACRES.

This right was perfected under Permit S-36940. The date of priority is JUNE 29, 1973. The amount of water to which this right is entitled is limited to an amount actually beneficially used and shall not exceed 184.71 CUBIC FEET PER SECOND if available at the original point of diversion: LOT 7 (NE 1/4 NW 1/4), SECTION 2, T 4 N, R 25 E, W.M.; SOUTH 86 DEGREES 22 MINUTES 46 SECONDS WEST, 2811 FEET FROM THE NE CORNER, SECTION 2, or its equivalent in case of rotation, measured at the point of diversion from the source.

The point of diversion is located as follows:

Twp	Rng	Mer	Sec	Q-Q	GLot	Measured Distances
4 N	25 E	WM	2	NE NW		COLUMBIA RIVER PUMP STATION - SOUTH 86 DEGREES 22 MINUTES 46 SECONDS WEST, 2829 FEET FROM NE CORNER, SECTION 2

The amount of water used for irrigation under this right, together with the amount secured under any other right existing for the same lands, is limited to a diversion of ONE-FORTIETH of one cubic foot per second per acre, or its equivalent for each acre irrigated, and shall be further limited to a diversion of not to exceed 4.5 acre-feet for each acre irrigated during the irrigation season of each year.

The use shall conform to such reasonable rotation system as may be ordered by the proper state officer.

A description of the place of use is as follows:

Twp	Rng	Mer	Sec	Q-Q	GLot	Acres
3N	26E	WM	5	NE NE	2	30.71
3N	26E	WM	5	NW NE	2	32.42
3N	26E	WM	5	SW NE	1	31.18
3N	26E	WM	5	SE NE	1	29.86
3N	26E	WM	- 5	NE NW	2	31.08
3N	26E	WM	5	NW NW	2	33.35
3N	26E	WM	5	SWNW	1	32.43
3N	26E	WM	5	SE NW	1	30.06

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#### NOTICE OF RIGHT TO PETITION FOR RECONSIDERATION OR JUDICIAL REVIEW

This is an order in other than a contested case. This order is subject to judicial review under ORS 183.482. Any petition for judicial review must be filed within the 60-day time period specified by ORS 183.482. Pursuant to ORS 183.482, ORS 536.075 and OAR 137-003-0675, you may petition for judicial review and petition the Director for reconsideration of this order. A petition for reconsideration may be granted or denied by the Director, and if no action is taken within 60 days following the date the petition was filed, the petition shall be deemed denied.

Twp	Rng	Mer	Sec	Q-Q	GLot	Acres
3N	26E	WM	6	NE NE	2	29.74
3N	26E	WM	6	NW NE	2	32.63
3N	26E	WM	6	SW NE	1	31.99
3N	26E	WM	6	SE NE	1	28.50
3N	26E	WM	6	NE NW	2	29.18
3N	26E	WM	6	NWNW	2	32.48
3N	26E	WM	6	SW NW	1	33.04
3N	26E	WM	6	SE NW	1	28.48
3N	26E	WM	6	NE SW	1	28.77
3N	26E	WM	6	NW SW	2	32.41
3N	26E	WM	6	SW SW	2	33.00
3N	26E	WM	6	SE SW	1	28.64
3N	26E	WM	6	NE SE	1	29.63
3N	26E	WM	6	NW SE		31.73
3N	26E	WM	6	SW SE		31.79
3N	26E	WM	6	SE SE		29.09
3N	26E	WM	7	NE NE		23.83
3N	26E	WM	7	NW NE		35.24
3N	26E	WM	7	SW NE		35.24
3N	26E	WM	7	SE NE		23.29
3N	26E	WM	7	NE NW	1	
	The same of the sa	***************************************	7			25.96
3N	26E	WM	7	NW NW	2	38.30
3N	26E	WM		SWNW	2	38.87
3N	26E	WM	7	SENW	1	26.26
3N	26E	WM	7	NE SW	1	25.23
3N	26E	WM	7	NW SW	2	37.54
3N	26E	WM	7	SW SW	2	37.10
3N	26E	WM	7	SE SW	1	24.92
3N	26E	WM	7	NE SE		24.48
3N	26E	WM	7	NW SE		35.09
3N	26E	WM	7	SW SE		34.66
3N	26E	WM	7	SE SE		24.90
3N	27E	WM	18	NESW		3.70
4 N	26 E	WM	16	NE SW		1.01
4 N	26 E	WM	16	NW SW		12.26
4 N	26 E	WM	16	SW SW		32.57
4 N	26 E	WM	16	SE SW		37.73
4 N	26 E	WM	16	SW SE		16.69
4 N	26 E	WM	16	SE SE		5.43
4 N	26 E	WM	17	NE SE		22.08
4 N	26 E	WM	17	NW SE		7.48
4 N	26 E	WM	17	SW SE		31.72
4 N	26 E	WM	17	SE SE		31.67
4 N	26 E	WM	20	NE NE		38.90
4 N	26 E	WM	20	NW NE		25.71
4 N	26 E	WM	20	SW NE		31.70
4 N	26 E	WM	20	SE NE		32.36
4 N	26 E	WM	20	NE SE		38.32
4 N	26 E	WM	20	NW SE		26.46
4 N	26 E	WM	20	SW SE		32.19
4 N	26 E	WM	20	SE SE		33.41
4 N	26 E	WM	21	NE NE		40.40



Twp	Rng	Mer	Sec	Q-Q	GLot	Acres
4 N	26 E	WM	21	NW NE		33.72
4 N	26 E	WM	21	SW NE		34.42
4 N	26 E	WM	21	SE NE		35.69
4 N	26 E	WM	21	NE NW		34.19
4 N	26 E	WM	21	NW NW		36.07
4 N	26 E	WM	21	SW NW		30.93
4 N	26 E	WM	21	SE NW		39.56
4 N	26 E	WM	21	NE SW		36.17
4 N	26 E	WM	21	NW SW		36.65
4 N	26 E	WM	21	SW SW		32.52
4 N	26 E	WM	21	SE SW		40.13
4 N	26 E	WM	21	NE SE		40.20
4 N	26 E	WM	21	NW SE		33.79
4 N	26 E	WM	21	SW SE		33.35
4 N	26 E	WM	21	SE SE		36.31
4 N	26 E	WM	22	NE NE		11.64
4 N	26 E	WM	22	NW NE		23.49
4 N	26 E	WM	22	SW NE		35.32
4 N	26 E	WM	22	SE NE		16.15
4 N	26 E	WM	22	NE NW		2.43
4 N	26 E	WM	22	NWNW		14.36
4 N	26 E	WM	22	SWNW		35.29
4 N	26 E	WM	22	SE NW		39.13
4 N	26 E	WM	22	NE SW		34.29
4 N	26 E	WM	22	NW SW		33.26
4 N	26 E	WM	22	SW SW		35.72
4 N	26 E	WM	22	SE SW		38.98
4 N	26 E	WM	22	NE SE	1	32.95
4 N	26 E	WM	22	NW SE		39.04
4 N	26 E	WM	22	SW SE		33.37
4 N	26 E	WM	22	SE SE		23.35
4 N	26 E	WM	23	SW NE		22.41
4 N	26 E	WM	23	SE NE		21.67
4 N	26 E	WM	23	NE NW		4.87
4 N	26 E	WM	23	NWNW		4.09
4 N	26 E	WM	23	SWNW		35.92
4 N	26 E	WM	23	SE NW		37.96
4 N	26 E	WM	23	NE SW		28.30
4 N	26 E	WM	23	NW SW		31.82
4 N	26 E	WM	23	SW SW		37.89
4 N	26 E	WM	23	SE SW		35.15
4 N	26 E	WM	23	NE SE		35.70
4 N	26 E	WM	23	NW SE		35.03
4 N	26 E	WM	23	SW SE		37.35
4 N	26 E	WM	23	SE SE		35.56
4 N	26 E	WM	24	SW NE	1	0.56
4 N	26 E	WM	24	SWNW		8.56
4 N	26 E	WM	24	SE NW	6	1.15
4 N	26 E	WM	24	NE SW		35.45
4 N	26 E	WM	24	NW SW		35.91
4 N	26 E	WM	24	SW SW	10	37.11
4 N	26 E	WM	24	SE SW		35.51

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Twp	Rng	Mer	Sec	Q-Q	GLot	Acres
4 N	26 E	WM	24	NE SE		26.73
4 N	26 E	WM	24	NW SE		33.87
4 N	26 E	WM	24	SW SE		37.24
4 N	26 E	WM	24	SE SE		35.32
4 N	26 E	WM	25	NE NE		29.76
4 N	26 E	WM	25	NW NE		34.04
4 N	26 E	WM	25	SW NE		36.81
4 N	26 E	WM	25	SE NE		37.84
4 N	26 E	WM	25	NE NW		34.00
4 N	26 E	WM	25	NWNW		35.24
4 N	26 E	WM	25	SWNW		36.80
4 N	26 E	WM	25	SE NW		39.33
4 N	26 E	WM	25	NE SW		34.32
4 N	26 E	WM	25	NW SW		34.10
4 N	26 E	WM	25	SW SW		38.33
4 N	26 E	WM	25	SE SW		36.53
4 N	26 E	WM	25	NE SE	-	32.75
4 N	26 E	WM	25	NW SE		-
4 N	26 E	WM	25	SW SE	-	33.14
4 N	26 E	WM	25			34.17
4 N	26 E	WM	26	SE SE		
-	26 E	-	_	NE NE		34.21
4 N		WM	26	NW NE		34.05
4 N	26 E	WM	26	SW NE		37.52
4 N	26 E	WM	26	SE NE		38.46
4 N	26 E	WM	26	NE NW		32.72
4 N	26 E	WM	26	NWNW	-	25.98
4 N	26 E	WM	26	SWNW		37.34
4 N	26 E	WM	26	SE NW		38.90
4 N	26 E	WM	26	NE SW		33.54
4 N	26 E	WM	26	NW SW		17.41
4 N	26 E	WM	26	SW SW		20.62
4 N	26 E	WM	26	SE SW		36.41
4 N	26 E	WM	26	NE SE		33.64
4 N	26 E	WM	26	NW SE		33.39
4 N	26 E	WM	26	SW SE		38.42
4 N	26 E	WM	26	SE SE		36.86
4 N	26 E	WM	27	NE NE		33.16
4 N	26 E	WM	27	NW NE		38.48
4 N	26 E	WM	27	SW NE		33.35
4 N	26 E	WM	27	SE NE		25.32
4 N	26 E	WM	27	NE NW		33.79
4 N	26 E	WM	27	NW NW		32.95
4 N	26 E	WM	27	SWNW		35.59
4 N	26 E	WM	27	SE NW		38.55
4 N	26 E	WM	27	NE SW		34.47
4 N	26 E	WM	27	NW SW		33.25
4 N	26 E	WM	27	SW SW		35.42
4 N	26 E	WM	27	SE SW		38.87
4 N	26 E	WM	27	NE SE		33.01
4 N	26 E	WM	27	NW SE		38.93
4 N	26 E	WM	27	SW SE		34.29
4 N	26 E	WM	27	SE SE		25.79

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OCT 29 2020
OWRD

Twp	Rng	Mer	Sec	Q-Q	GLot	Acres
4 N	26 E	WM	28	NE NE		39.72
4 N	26 E	WM	28	NW NE		33.35
4 N	26 E	WM	28	SW NE		33.34
4 N	26 E	WM	28	SE NE		35.56
4 N	26 E	WM	28	NE NW		35.40
4 N	26 E	WM	28	NWNW		36.57
4 N	26 E	WM	28	SW NW		33.26
4 N	26 E	WM	28	SE NW		39.11
4 N	26 E	WM	28	NE SW		35.45
4 N	26 E	WM	28	NW SW		36.39
4 N	26 E	WM	28	SW SW		33.71
4 N	26 E	WM	28	SE SW		38.75
4 N	26 E	WM	28	NE SE		39.68
4 N	26 E	WM	28	NW SE	-	33.21
4 N	26 E	WM	28	SW SE		33.80
4 N	26 E	WM	28	SE SE		36.36
4 N	26 E	WM	29	NE NE	-	37.94
4 N	26 E	WM	29	NW NE	-	26.76
4 N	26 E	WM	29	SW NE		31.16
4 N	26 E	WM	29	SE NE	-	33.30
4 N	26 E	WM	29	NE SE		37.15
4 N	26 E	WM	29	NW SE	-	26.65
4 N	26 E	WM	29	SW SE	-	31.00
4 N	26 E	WM	29	SE SE		34.32
4 N	26 E	WM	32	NE NE	-	
4 N	26 E	WM	32	NW NE	-	36.91
4 N	26 E	WM	32	SW NE	-	27.38
4 N	26 E	WM	32	SE NE	-	31.52
4 N	26 E	WM	32	NE SE	-	34.71
4 N			-	NW SE	-	36.22
4 N	26 E	WM WM	32	SW SE		29.74
4 N	26 E	-	-			31.68
4 N	26 E	WM	32	SE SE	-	34.83
4 N	26 E	WM	33	NE NE NW NE		39.63
4 N		WM WM	33		-	33.04
4 N	26 E	WM	33	SW NE	-	34.08
4 N		-		SE NE	-	35.58
4 N	26 E	WM	33	NE NW		35.50
4 N	26 E	WM	33	NW NW	-	35.79
4 N	26 E	WM	33	SWNW		33.56
4 N	26 E	WM	33	SE NW	-	38.23
	26 E	WM	33	NE SW	-	35.71
4 N 4 N	26 E	WM	33	NW SW	-	34.26
	26 E	WM	33	SWSW	-	33.35
4 N 4 N	26 E	WM WM	33	SE SW NE SE	+	36.70
4 N	26 E		33	NW SE	-	3.13
	-	WM	-	-	-	23.25
4 N 4 N	26 E	WM	33	SW SE	-	18.98
-	26 E	WM	34	NE NE	-	32.57
4 N 4 N	26 E	WM	34	NW NE	-	38.43
-	26 E	WM	34	SW NE	+	32.90
4 N	26 E	WM	34	SE NE	-	24.06
4 N	26 E	WM	34	NE NW		34.20

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**OWRD** 

Twp	Rng	Mer	Sec	Q-Q	GLot	Acres
4 N	26 E	WM	34	NW NW		33.28
4 N	26 E	WM	34	SWNW		34.64
4 N	26 E	WM	34	SE NW		38.44
4 N	26 E	WM	34	NE SW		33.35
4 N	26 E	WM	34	NW SW		21.95
4 N	26 E	WM	34	NW SE		2.66
4 N	26 E	WM	35	NE NE		36.01
4 N	26 E	WM	35	NW NE		35.17
4 N	26 E	WM	35	SW NE		31.08
4 N	26 E	WM	35	SE NE		32.06
4 N	26 E	WM	35	NE NW		36.38
4 N	26 E	WM	35	NW NW		34.97
4 N	26 E	WM	35	SW NW		30.55
4 N	26 E	WM	35	SE NW		31.07
4 N	26 E	WM	36	NE NE		32.14
4 N	26 E	WM	36	NW NE		35.95
4 N	26 E	WM	36	SW NE		32.14
4 N	26 E	WM	36	SE NE		30.39
4 N	26 E	WM	36	NE NW		35.46
4 N	26 E	WM	36	NW NW		35.96
4 N	26 E	WM	36	SWNW		32.00
4 N	26 E	WM	36	SE NW		30.65

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Water user measurement conditions:

- A. The water user shall maintain the totalizing flow meter or other suitable measuring device approved by the Director at each point of diversion in good working order.
- B. The water user shall allow the watermaster access to the meters or measuring devices; provided however, where the meter or measuring device is located within a private structure, the watermaster shall request access upon reasonable notice.

The water user shall maintain headgates, in-line flow meters, weirs, or other suitable devices for controlling, measuring and recording the quantity of water diverted. In-line flow meters shall be installed at the Cherokee Strip pump site, Booster Pump Station #1 and each field control manifold. The type and plans of the headgates and measuring devices must be approved by the Department prior to beginning construction and shall be installed under the general supervision of the Department.

The water user shall operate and maintain headgates and measuring devices, as needed. The Watermaster may operate the headgates and monitor accuracy of the measuring devices, as needed.

The quantity of water diverted at the new point of diversion shall not exceed the quantity of water lawfully available at the original point of diversion.

The use confirmed herein may be made only at times when sufficient water is available to satisfy all prior rights, including rights for maintaining instream flows. The right to use water for the above purpose is restricted to beneficial use on the lands or place of use described.

This certificate is issued to confirm a change in PLACE OF USE approved by an order of the Water Resources Director entered MARCH 31, 2017, at Special Order Volume 104, Page 293, approving Transfer Application T-12522, and together with Certificate 92930, supersedes Certificate 83589, 83590, 83591, 83592, and 89511, State Record of Water Right Certificates.

Dwight French

Water Right Services Division Administrator, for

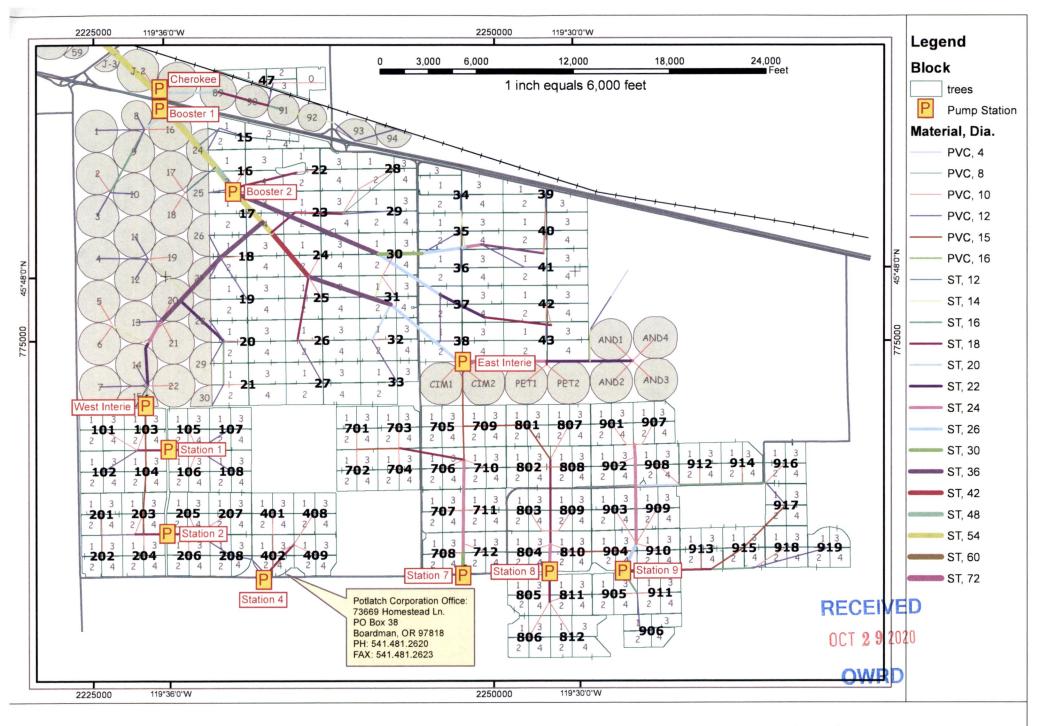
Thomas M. Byler, Director

Oregon Water Resources Department

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Attachment C
Pre-Project Irrigation System Information
Allocation of Conserved Water Application – Certificates 95154 and 95155



Drawn By: ADB Scale 1:72000 OR North State Plane NAD 27 (FT) Date 03/28/05

**Mainline Map** 

Potlatch Corporation Hybrid Poplar Program



#### Attachment C - Pre-Project Irrigation Application System

OCT **29** 2020

	Block Acres			Emitter Flow by Block			Number of Emitters by Block			Desi	ign Flow (	gpm) by B	lock	Applicat	ion Rate (g	pm/acre) l	y Block	Application Rate (cfs/acre) by Block						
Field	1	2	3	4	1	2	3	4	1	2	3	4	OW		3	4	1	2	3	4	1	2	3	4
47	39.45	28.67	30.93		0.75	0.75	0.75		38,188	27,753	29,940		477	347	374		12.1	12.1	12.1		0.03	0.03	0.03	0.00
15	48.58	54.53	51.05	69.71	0.66	0.66	0.66	0.66	63,484	71,260	66,712	91,097	698	784	734	1,002	14.4	14.4	14.4	14.4	0.03	0.03	0.03	0.03
16	69.91	68.64	68.63	67.58	0.66	0.66	0.66	0.66	91,358	89,699	89,686	88,314	1,005	987	987	971	14.4	14.4	14.4	14.4	0.03	0.03	0.03	0.03
17	69.53	69.87	69.5	69.53	0.66	0.66	0.66	0.66	90,862	91,306	90,823	90,862	999	1,004	999	999	14.4	14.4	14.4	14.4	0.03	0.03	0.03	0.03
18	70.28	70	69.8	69.49	0.66	0.66	0.66	0.66	91,842	91,476	91,215	90,810	1,010	1,006	1,003	999	14.4	14.4	14.4	14.4	0.03	0.03	0.03	0.03
19	70.43	69.78	70.02	69.42	0.66	0.66	0.66	0.66	92,038	91,189	91,502	90,718	1,012	1,003	1,007	998	14.4	14.4	14.4	14.4	0.03	0.03	0.03	0.03
20	70.17	69.79	69.61	69.73	0.66	0.66	0.66	0.66	91,698	91,202	90,966	91,123	1,009	1,003	1,001	1,002	14.4	14.4	14.4	14.4	0.03	0.03	0.03	0.03
21	70.07	69.05	69.67	69.15	0.66	0.66	0.66	0.66	91,567	90,235	91,045	90,365	1,003	993	1,001	994	14.4	14.4	14.4	14.4	0.03	0.03	0.03	0.03
22	61.06	60.78	59.3	69.64	0.66	0.66	0.66	0.66	79,793	79,427	77,493	91,006	878	874	852	1,001	14.4	14.4	14.4	14.4	0.03	0.03	0.03	0.03
23	69.93	69.81	69.67	66.65	0.66	0.66	0.66	0.66	91,385	91,228	91.045	87,008	1.005	1.004	1,001	958	14.4	14.4	14.4	14.4	0.03	0.03	0.03	0.03
24	69.67	69.26	67.88	69.09	0.75	0.75	0.75	0.75	80,929	80,452	78,849	80,255	1,003	1,004	986	1,003	14.5	14.5	14.5	14.5	0.03	0.03	0.03	0.03
25	69.94	69.36	69.81	69.57	0.75	0.75	_	0.75					1,012	1,006	1,014	1,010	14.5	14.5	14.5	14.5	0.03	0.03	0.03	0.03
26	69.51		_	69.53			0.75		81,242	80,569	81,091	80,813												
	_	69.74	69.51		0.75	0.75	0.75	0.75	80,743	81,010	80,743	80,766	1,009	1,013	1,009	1,010	14.5	14.5	14.5	14.5	0.03	0.03	0.03	0.03
27	69.4	69.85	69.45	71.53	0.75	0.75	0.75	0.75	80,615	81,138	80,673	83,089	1,008	1,014	1,008	1,039	14.5	14.5	14.5	14.5	0.03	0.03	0.03	0.03
28	48.37	69	53.29	41.29	0.42	0.75	0.75	0.75	56,187	80,150	61,902	47,962	393	1,002	774	600	8.1	14.5	14.5	14.5	0.02	0.03	0.03	0.03
29	68.35	68.43	40.59	40.69	0.75	0.42	0.75	0.42	79,395	79,488	47,149	47,266	992	556	589	331	14.5	8.1	14.5	8.1	0.03	0.02	0.03	0.02
30	68.82	68.28	40.78	39.95	0.75	0.75	0.75	0.75	79,941	79,314	47,370	46,406	999	991	592	580	14.5	14.5	14.5	14.5	0.03	0.03	0.03	0.03
31	68.82	68.62	39.46	38.02	0.75	0.75	0.75	0.75	79,941	79,709	45,837	44,164	999	996	573	552	14.5	14.5	14.5	14.5	0.03	0.03	0.03	0.03
32	68.91	69	38.23	38.9	0.75	0.75	0.75	0.75	80,046	80,150	44,408	45,186	1,001	1,002	555	565	14.5	14.5	14.5	14.5	0.03	0.03	0.03	0.03
33	69.05	72.09	38.99	41.77	0.75	0.75	0.75		80,208	83,740	45,291		1,003	1,047	566		14.5	14.5	14.5		0.03	0.03	0.03	0.00
34	72.32	69.2	71.11	66.14	0.75	0.75	0.75	0.75	84,007	80,383	82,601	76,828	1,050	1,005	1,033	960	14.5	14.5	14.5	14.5	0.03	0.03	0.03	0.03
35	68.79	68.79	65.11	65.91	0.75	0.75	0.75	0.75	79,906	79,906	75,632	76,561	999	999	945	957	14.5	14.5	14.5	14.5	0.03	0.03	0.03	0.03
36	68.74	69.07	66.3	66.09	0.75	0.75	0.75	0.75	79,848	80,232	77,014	76,770	998	1,003	963	960	14.5	14.5	14.5	14.5	0.03	0.03	0.03	0.03
37	69.11	69.15	65.89	66.56	0.75	0.75	0.75	0.75	80,278	80,325	76,538	77,316	1,003	1,004	957	966	14.5	14.5	14.5	14.5	0.03	0.03	0.03	0.03
38	68.71	78.81	65.98	76.07	0.75	0.75	0.75	0.75	79,814	91,546	76,642	88,363	998	1,144	958	1,105	14.5	14.5	14.5	14.5	0.03	0.03	0.03	0.03
39	36.73	69.36	66.25		0.75	0.75	0.75		42,666	80,569	76,956		533	1,007	962		14.5	14.5	14.5		0.03	0.03	0.03	0.00
40	68.16	69.09	64.63	64.78	0.75	0.75	0.75	0.75	79,175	80,255	75,074	75,248	990	1,003	938	941	14.5	14.5	14.5	14.5	0.03	0.03	0.03	0.03
41	69.1	69.09	64.93	65.31	0.75	0.75	0.75	0.75	80,267	80,255	75,423	75,864	1,003	1,003	943	948	14.5	14.5	14.5	14.5	0.03	0.03	0.03	0.03
42	68.58	69.35	65.38	65.62	0.75	0.75	0.75	0.75	79,663	80,557	75,945	76,224	996	1,007	949	953	14.5	14.5	14.5	14.5	0.03	0.03	0.03	0.03
43	68.77	78.55	65.71	75.94	0.75	0.75	0.75	0.75	79,883	91,244	76,329	88,212	999	1,141	954	1,103	14.5	14.5	14.5	14.5	0.03	0.03	0.03	0.03
101	42.69	42.43	40.41	40.15	0.75	0.75	0.75	0.75	49,589	49,287	46,940	46,638	620	616	587	583	14.5	14.5	14.5	14.5	0.03	0.03	0.03	0.03
102	43.14	42.63	39.6	39.47	0.75	0.75	0.75	0.75	50,111	49,519	45,999	45,848	626	619	575	573	14.5	14.5	14.5	14.5	0.03	0.03	0.03	0.03
103	40.92	40.74	37.01	37	0.75	0.75	0.75	0.75	47,533	47,324	42,991	42,979	594	592	537	537	14.5	14.5	14.5	14.5	0.03	0.03	0.03	0.03
104	39.54	39.26	38.85	38.78	0.75	0.75	0.75	0.75	45,930	45,604	45,128	45,047	574	570	564	563	14.5	14.5	14.5	14.5	0.03	0.03	0.03	0.03
105	36.97	36.75	40.29	40.5	0.75	0.75	0.75	0.75	42,944	42,689	46,801	47,045	537	534	585	588	14.5	14.5	14.5	14.5	0.03	0.03	0.03	0.03
106	36.48	34.46	40.12	38.88	0.75	0.75	0.75	0.75	42,375	40,029	46,603	45,163	530	500	583	565	14.5	14.5	14.5	14.5	0.03	0.03	0.03	0.03
107	40.42	39.65	40.13	38.29	0.75	0.75	0.75	0.75	46,952	46,057	46,615	44,478	587	576	583	556	14.5	14.5	14.5	14.5	0.03	0.03	0.03	0.03
108	39.89	39.78	37.49	38.34	0.75	0.75	0.75	0.75	46,336	46,208	43,548	44,536	579	578	544	557	14.5	14.5	14.5	14.5	0.03	0.03	0.03	0.03
201	37.08	36.32	39.57	39.03	0.75	0.75	0.75	0.75	40,380	39,552	43,092	42,504	505	494	539	531	13.6	13.6	13.6	13.6	0.03	0.03	0.03	0.03
201	36.49	34.69	38.9	38.39				0.75	40,380			44,594	530	504	565	557	14.5	14.5	14.5	14.5	0.03	0.03	0.03	0.03
202	39.58	34.69	43.07	40.07	0.75	0.75	0.75			40,296	45,186	43,636				545	13.6	13.6	13.6	13.6	0.03	0.03	0.03	0.03
	-					0.75	0.75	0.75	43,103	42,471	46,903		539	531	586									
204	38.83	38.39	39.86	39.5	0.42	0.42	0.42	0.42	45,105	44,594	46,301	45,883	316	312	324	321	8.1	8.1	8.1	8.1	0.02	0.02	0.02	0.02
205	35.66	38.22	39.99	39.58	0.42	0.42	0.42	0.42	41,423	44,396	46,452	45,976	290	311	325	322	8.1	8.1	8.1	8.1	0.02	0.02	0.02	0.02
206	40.05	39.26	38.98	38.5	0.75	0.75	0.75	0.75	46,522	45,604	45,279	44,722	582	570	566	559	14.5	14.5	14.5	14.5	0.03	0.03	0.03	0.03
207	39.97	39.94	38.57	38.83	0.75	0.75	0.75	0.75	43,527	43,495	42,003	42,286	544	544	525	529	13.6	13.6	13.6	13.6	0.03	0.03	0.03	0.03
208	39.07	38.31	38.25	29.18	0.75	0.75	0.75	0.75	42,547	41,720	41,654	31,777	532	521	521	397	13.6	13.6	13.6	13.6	0.03	0.03	0.03	0.03
401	38.15	38.6	38.59	38.9	0.75	0.75	0.75	0.75	41,545	42,035	42,025	42,362	519	525	525	530	13.6	13.6	13.6	13.6	0.03	0.03	0.03	0.03
402	37.29	29.23	40.03	32.84	0.75	0.75	0.75	0.75	40,609	31,831	43,593	35,763	508	398	545	447	13.6	13.6	13.6	13.6	0.03	0.03	0.03	0.03
408	38.76	39.02	38.59	38.82	0.75	0.75	0.75	0.75	42,210	42,493	42,025	42,275	528	531	525	528	13.6	13.6	13.6	13.6	0.03	0.03	0.03	0.03

Attachment C - Pre-Project Irrigation Application System

		Block	Acres		Em	itter Flo	w by BI	ock	Nur	mber of Emi	itters by Blo	ck	Desi	ign Flow (	gpm) by E	Block	Applica	tion Rate (	gpm/acre)	by Block	Applic	ation Rate	(cfs/acre) b	y Block
Field	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
409	39.83	33.94	37.91	32.47	0.75	0.75	0.75	0.75	43,375	36,961	41,284	35,360	542	462	516	442	13.6	13.6	13.6	13.6	0.03	0.03	0.03	0.03
701	39.32	37.1	40.87	38.78	0.75	0.75	0.75	0.75	42,819	40,402	44,507	42,231	535	505	556	528	13.6	13.6	13.6	13.6	0.03	0.03	0.03	0.03
702	36.65	36.83	38.42	38.74	0.75	0.75	0.75	0.75	39,912	40,108	41,839	42,188	499	501	523	527	13.6	13.6	13.6	13.6	0.03	0.03	0.03	0.03
703	40.51	38.62	36.71	38.25	0.75	0.75	0.75	0.75	44,115	42,057	39,977	41,654	551	526	500	521	13.6	13.6	13.6	13.6	0.03	0.03	0.03	0.03
704	38.43	38.87	37.89	38.3	0.75	0.75	0.75	0.75	41,850	42,329	41,262	41,709	523	529	516	521	13.6	13.6	13.6	13.6	0.03	0.03	0.03	0.03
705	38.05	37.48	40.04	39.47	0.75	0.75	0.75	0.75	41,436	40,816	43,604	42,983	518	510	545	537	13.6	13.6	13.6	13.6	0.03	0.03	0.03	0.03
706	37.93	38.22	40.2	40.2	0.75	0.75	0.75	0.75	41,306	41,622	43,778	43,778	516	520	547	547	13.6	13.6	13.6	13.6	0.03	0.03	0.03	0.03
707	38.73	38.17	41.08	40.82	0.75	0.75	0.75	0.75	42,177	41,567	44,736	44,453	527	520	559	556	13.6	13.6	13.6	13.6	0.03	0.03	0.03	0.03
708	35.29	37.4	39.43	39.85	0.75	0.75	0.75	0.75	38,431	40,729	42,939	43,397	480	509	537	542	13.6	13.6	13.6	13.6	0.03	0.03	0.03	0.03
709	39.92	39.68	37.77	38.45	0.75	0.75	0.75	0.75	43,473	43,212	41,132	41,872	543	540	514	523	13.6	13.6	13.6	13.6	0.03	0.03	0.03	0.03
710	40.3	40.45	36.46	36.33	0.75	0.75	0.75	0.75	43,887	44.050	39,705	39,563	549	551	496	495	13.6	13.6	13.6	13.6	0.03	0.03	0.03	0.03
711	40.25	40.91	39.05	38.93	0.42	0.42	0.42	0.42	46,754	47,521	45,360	45,221	327	333	318	317	8.1	8.1	8.1	8.1	0.02	0.02	0.02	0.02
712	38.83	39.91	37.92	38	0.75	0.75	0.75	0.75	42,286	43,462	41,295	41,382	529	543	516	517	13.6	13.6	13.6	13.6	0.03	0.03	0.03	0.03
801	37.66	38.77	38.45	39.53	0.42	0.42	0.42	0.42	43,746	45,035	44,664	45,918	306	315	313	321	8.1	8.1	8.1	8.1	0.02	0.02	0.02	0.02
802	39.72	39.35	40.62	40.45	0.75	0.75	0.75	0.75	43,255	42,852	44,235	44,050	541	536	553	551	13.6	13.6	13.6	13.6	0.03	0.03	0.03	0.03
803	36.13	38.84	41.69	40.44	0.42	0.42	0.42	0.42	41,969	45,117	48,427	46,975	294	316	339	329	8.1	8.1	8.1	8.1	0.02	0.02	0.02	0.02
804	39.05	36.43	40.96	38.63	0.75	0.75	0.75	0.75	45,360	42,317	47,579	44,873	567	529	595	561	14.5	14.5	14.5	14.5	0.03	0.03	0.03	0.03
805	37.12	30.72	39.53	40.24	0.75	0.75	0.75	0.75	43,119	35,684	45,918	46,743	539	446	574	584	14.5	14.5	14.5	14.5	0.03	0.03	0.03	0.03
806	33.16	37.02	40.94	39.15	0.42	0.42	0.42	0.42	38,519	43,002	47,556	45,477	270	301	333	318	8.1	8.1	8.1	8.1	0.02	0.02	0.02	0.02
807	38.33	39.62	37.28	39.09	0.42	0.42	0.42	0.42	44,524	46,023	43,304	45,407	312	322	303	318	8.1	8.1	8.1	8.1	0.02	0.02	0.02	0.02
808	39.42	39.49	33.96	33.29	0.75	0.75	0.75	0.75	45,790	45,872	39,448	38,670	572	573	493	483	14.5	14.5	14.5	14.5	0.03	0.03	0.03	0.03
809	40.43	39.29	35.42	34.97	0.75	0.75	0.75	0.75	44,028	42,787	38,572	38,082	550	535	482	476	13.6	13.6	13.6	13.6	0.03	0.03	0.03	0.03
810	39.64	36.91	34.63	31.57	0.75	0.75	0.75	0.75	46,046	42,875	40,226	36,672	576	536	503	458	14.5	14.5	14.5	14.5	0.03	0.03	0.03	0.03
811	38.68	38.96	36.63	36.57	0.42	0.42	0.42	0.42	44,931	45,256	42,549	42,480	315	317	298	297	8.1	8.1	8.1	8.1	0.02	0.02	0.02	0.02
812	39.94	38.8	52.24	57.66	0.42	0.42	0.42	0.42	46,394	45.070	60.682	66.978	325	315	425	469	8.1	8.1	8.1	8.1	0.02	0.02	0.02	0.02
901	36.74	38.78	39.62	41.48	0.42	0.42	0.42	0.42	42,677	45.047	46.023	48.183	299	315	322	337	8.1	8.1	8.1	8.1	0.02	0.02	0.02	0.02
902	41.26	40.06	40.55	38.89	0.42	0.42	0.42	0.42	47,928	46,534	47,103	45,175	335	326	330	316	8.1	8.1	8.1	8.1	0.02	0.02	0.02	0.02
903	42.61	42.33	43	41.64	0.42	0.42	0.42	0.42	49,496	49,171	49,949	48,369	346	344	350	339	8.1	8.1	8.1	8.1	0.02	0.02	0.02	0.02
904	42.89	33.67	39.74	36.14	0.75	0.75	0.75	0.75	49,821	39,111	46,162	41,980	623	489	577	525	14.5	14.5	14.5	14.5	0.03	0.03	0.03	0.03
905	38.95	39.25	43.79	43.98	0.75	0.75	0.75	0.75	42,417	42,743	47,687	47,894	530	534	596	599	13.6	13.6	13.6	13.6	0.03	0.03	0.03	0.03
906	39.73	40.73	35.72	33.05	0.42	0.42	0.42	0.42	46,150	47,312	41,492	38.391	323	331	290	269	8.1	8.1	8.1	8.1	0.02	0.02	0.02	0.02
907	38.45	40.74	33.24	39.87	0.75	0.75	0.75	0.75	41,872	44,366	36,198	43,418	523	555	452	543	13.6	13.6	13.6	13.6	0.03	0.03	0.03	0.03
908	37.69	35.38	40.51	40.24	0.75	0.75	0.75	0.75	43,781	41,097	47,056	46,743	547	514	588	584	14.5	14.5	14.5	14.5	0.03	0.03	0.03	0.03
909	39.47	37.91	38.05	38.87	0.75	0.75	0.75	0.75	42,983	41,284	41,436	42,329	537	516	518	529	13.6	13.6	13.6	13.6	0.03	0.03	0.03	0.03
910	40.34	36.41	40.28	37.28	0.42	0.42	0.42	0.42	46,859	42,294	46,789	43,304	328	296	328	303	8.1	8.1	8.1	8.1	0.02	0.02	0.02	0.02
911	42.61	42.86	36.74	38.43	0.75	0.75	0.75	0.75	46,402	46,675	40,010	41,850	580	583	500	523	13.6	13.6	13.6	13.6	0.03	0.03	0.03	0.03
912	37.96	37.08	39.26	37.98	0.75	0.75	0.75	0.75	44,094	43,072	45,604	44,118	551	538	570	551	14.5	14.5	14.5	14.5	0.03	0.03	0.03	0.03
914	39.32	38.05	28.54	35.42	0.75	0.75	0.75	0.75	42,819	41,436	31,080	38,572	535	518	389	482	13.6	13.6	13.6	13.6	0.03	0.03	0.03	0.03
919	31.89	38.32	30.32	35.79	0.42	0.42	0.42	0.42	37,043	44,513	35,220	41,574	259	312	247	291	8.1	8.1	8.1	8.1	0.02	0.02	0.02	0.02
913	38.61	37.36	39.19	37.84	0.75	0.75	0.75	0.75	44,849	43,397	45,523	43,955	561	542	569	549	14.5	14.5	14.5	14.5	0.03	0.03	0.03	0.03
915	39.5	37.49	38.24	36.1	0.75	0.75	0.75	0.75	45,883	43,548	44,420	41,934	574	544	555	524	14.5	14.5	14.5	14.5	0.03	0.03	0.03	0.03
916	38.39	37.77	37.65	36.48	0.75	0.75	0.75	0.75	44,594	43,874	43,734	42,375	557	548	547	530	14.5	14.5	14.5	14.5	0.03	0.03	0.03	0.03
917	38.7	38.1	39.11	37.78	0.75	0.75	0.75	0.75	44,954	44,257	45,430	43,885	562	553	568	549	14.5	14.5	14.5	14.5	0.03	0.03	0.03	0.03
918	40.1	38.7	38.41	36.74	0.75	0.75	0.75	0.75	46,580	44,954	44,617	42,677	582	562	558	533	14.5	14.5	14.5	14.5	0.03	0.03	0.03	0.03
	1.5.1			55.7.4	0.75	0.75	0.75	0.70				72,011	002		13 gpm	_ 555	. 1.0	. 1.0	. 1.0	. 7.0	0.00	0.00	0.00	0.00
Totals	otals 17,300 RECEIVED																							
												513	3 cfs		I									

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Attachment D

Land Use Information Form

Allocation of Conserved Water Application – Certificates 95154 and 95155

# **Land Use Information Form**



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#### NOTE TO APPLICANTS

**OWRD** 

In order for your application to be processed by the Water Resources Department (WRD), this Land Use Information Form must be completed by a local government planning official in the jurisdiction(s) where your water right will be used and developed. The planning official may choose to complete the form while you wait, or return the receipt stub to you. Applications received by WRD without the Land Use Form or the receipt stub will be returned to you. Please be aware that your application will not be approved without land use approval.

#### This form is NOT required if:

- 1) Water is to be diverted, conveyed, and/or used only on federal lands; OR
- 2) The application is for a water right transfer, allocation of conserved water, exchange, permit amendment, or ground water registration modification, and <u>all</u> of the following apply:
  - a) The existing and proposed water use is located entirely within lands zoned for exclusive farm-use or within an irrigation district;
  - b) The application involves a change in place of use only;
  - c) The change does not involve the placement or modification of structures, including but not limited to water diversion, impoundment, distribution facilities, water wells and well houses; and
  - d) The application involves irrigation water uses only.

#### NOTE TO LOCAL GOVERNMENTS

The person presenting the attached Land Use Information Form is applying for or modifying a water right. The Water Resources Department (WRD) requires its applicants to obtain land-use information to be sure the water rights do not result in land uses that are incompatible with your comprehensive plan. Please complete the form or detach the receipt stub and return it to the applicant for inclusion in their water right application. You will receive notice once the applicant formally submits his or her request to the WRD. The notice will give more information about WRD's water rights process and provide additional comment opportunities. You will have 30 days from the date of the notice to complete the land-use form and return it to the WRD. If no land-use information is received from you within that 30-day period, the WRD may presume the land use associated with the proposed water right is compatible with your comprehensive plan. Your attention to this request for information is greatly appreciated by the Water Resources Department. If you have any questions concerning this form, please contact the WRD's Customer Service Group at 503-986-0801.

## Land Use Information Form



Oregon Water Resources Department 725 Summer Street NE, Suite A Salem, Oregon 97301-1266 (503) 986-0900 www.wrd.state.or.us

Applicant(s): Farmland Reserve, Inc. ATTN: Jens Rasmussen

Mailing Address: PO Box 2308

City: Pasco State: WA Zip Code: 99302

Daytime Phone: 509-820-3234

#### A. Land and Location

Please include the following information for all tax lots where water will be diverted (taken from its source), conveyed (transported), and/or used or developed. Applicants for municipal use, or irrigation uses within irrigation districts may substitute existing and proposed service-area boundaries for the tax-lot information requested below.

Township	Range	Section	1/4 1/4	Tax Lot #	Plan Designation (e.g., Rural Residential/RR-5)		Water to be:		Proposed Land Use:
5N	30E	8	SWNW	200	EFU	☑ Diverted	□ Diverted	☐ Used	Diversion for irrigation
Refer to	attached t	able for re	emainder of	tax lots	□ Diverted	□ Diverted	☑ Used	Irrigation	

List all counties and cities where water is proposed to be diverted, conveyed, and/or used or developed: **Umatilla** County B. Description of Proposed Use Type of application to be filed with the Water Resources Department: Permit to Use or Store Water ☐ Water Right Transfer Permit Amendment or Ground Water Registration Modification ☐ Limited Water Use License Allocation of Conserved Water Exchange of Water Source of water: Reservoir/Pond Surface Water (name) Columbia River Ground Water Estimated quantity of water needed: 0\* a cubic feet per second gallons per minute acre-feet Intended use of water: Irrigation Commercial Industrial Domestic for household(s) Municipal Quasi-Municipal Instream Other Briefly describe: \*No 'new' water is needed for the project. Through the completion of an on-farm efficiency project, the applicant has conserved 87.78 cfs of water. Twenty-five percent of this conserved water, 21.94 cfs, will be retained by the State of Oregon for conversion to an instream water right. The remaining 65.84 cfs of the conserved water will be used by the applicant for irrigation on the land described in the table above. Note to applicant: If the Land Use Information Form cannot be completed while you wait, please have a local government

**Note to applicant:** If the Land Use Information Form cannot be completed while you wait, please have a local government representative sign the receipt at the bottom of the next page and include it with the application filed with the Water Resources Department.

See bottom of Page 3.  $\rightarrow$ 

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## For Local Government Use Only

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The following section must be completed by a planning official from each county and city listed unless the project will be located entirely within the city limits. In that case, only the city planning agency must complete this form. This deals only with the local land-use plan. Do not include approval for activities such as building or grading permits.

Land uses to be served by the proposed water listed in the table below. (Please attach docu Record of Action/land-use decision and according to the proposed water listed in the table below. (Please attach docu Record of Action/land-use decision and according to the proposed water listed in the table below.)	mentation of applicable land-use approvals whompanying findings are sufficient.) <b>If approva</b>	ve discretionar	y land-use approvals as dy been obtained.	
Type of Land-Use Approval Needed  (e.g., plan amendments, rezones, conditional-use permits, etc.)	Cite Most Significant, Applicable Plan Policies & Ordinance Section References	Land-Use Approval:		
		☐ Obtained ☐ Denied	☐ Being Pursued ☐ Not Being Pursued	
		☐ Obtained ☐ Denied	☐ Being Pursued ☐ Not Being Pursued	
		☐ Obtained ☐ Denied	☐ Being Pursued ☐ Not Being Pursued	
		☐ Obtained ☐ Denied	☐ Being Pursued ☐ Not Being Pursued	
		☐ Obtained ☐ Denied	☐ Being Pursued ☐ Not Being Pursued	
Name: CAROL JOHA Signature: Case Johns Government Entity: UnAfilla Note to local government representative: Plessign the receipt, you will have 30 days from the	Phone: 5/1/278-6  County  ase complete this form or sign the receipt belowater Resources Department's notice date to	w and return it	to the applicant. If you pleted Land Use Informati	
Form or WRD may presume the land use associate	ated with the proposed use of water is compat			
	or Request for Land Use Informa	<u>ation</u>		
Receipt f	or Request for Land Use Informa	ation		

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T <b>W</b>	WP.											
2 I	•	RN	NG	Sec	1/4	1/4	TAXLOT	Plan Designation (e.g., Rural Residential/RR-5)		Vater to be:	O	WPROPOSED Land Use
2 1									Diverted	Conveyed	Used	
2	N N	27 27	E E	1	NE SE	NE	500	EFU	X	X	X	Irrigation
2	N	28	E	6	SW	NE NE	500 1000	EFU EFU	X	X	X	Irrigation Irrigation
2	N	28	E	6	NE NE	NW	1000	EFU	X	X	X	Irrigation
2	N	28	E	6	NW	NW	1000	EFU	X	X	X	Irrigation
2	N	28	E	6	SW	NW	1000	EFU	X	X	X	Irrigation
2	N	28	Е	6	SE	NW	1000	EFU	X	X	X	Irrigation
2	N	28	Е	6	NE	SW	1100	EFU	X	Х	Х	Irrigation
3	N	28	E	31	NE	SW	300	EFU	Х	Х	X	Irrigation
3	N	28	E	31	SW	SW	300	EFU	X	X	Х	Irrigation
3	N	28	E	31	SE	SW	300	EFU	Х	X	Χ	Irrigation
3	N	28	E	31	NW	SE	300	EFU	Х	X	Χ	Irrigation
3	N	29	E	2	NE	NW	400	EFU	X	X	X	Irrigation
3	N	29	E	2	NW	NW	400	EFU	Х	Х	X	Irrigation
3	N	29	E	2	SW	NW	400	EFU	Х	Х	X	Irrigation
3	N	29	E	2	SE	NW	400	EFU	Х	X	X	Irrigation
3	N	29	E	2	NE	SW	400	EFU	X	X	X	Irrigation
3	N	29	E	2	NW	SW	400	EFU	X	X	X	Irrigation
3	N N	29 29	E E	2	SW SE	SW	400	EFU EFU	X	X	X	Irrigation
3	N N	29	E	3	NE NE	NE NE	400	EFU EFU	X	X	X	Irrigation
3	N N	29	E	3	NW	NE NE	400	EFU	X	X	X	Irrigation
3	N	29	E	3	SW	NE NE	400	EFU	X	X	X	Irrigation Irrigation
3	N	29	E	3	SE	NE	400	EFU	X	X	X	Irrigation
3	N	29	E	3	NE	NW	400	EFU	X	X	X	Irrigation
3	N	29	E	3	NW	NW	400	EFU	X	X	X	Irrigation
3	N	29	E	3	SE	NW	400	EFU	X	X	X	Irrigation
3	N	29	E	3	NE	SW	400	EFU	Х	X	X	Irrigation
3	N	29	Е	3	NW	SW	400	EFU	Х	Х	Х	Irrigation
3	N	29	Е	3	SW	SW	400	EFU	Х	Х	Х	Irrigation
3	N	29	E	3	SE	SW	400	EFU	Х	Х	Х	Irrigation
3	N	29	E	3	NE	SE	400	EFU	Х	Х	Х	Irrigation
3	N	29	E	3	NW	SE	400	EFU	Х	X	Χ	Irrigation
3	N	29	E	3	SW	SE	400	EFU	Х	X	X	Irrigation
3	N	29	E	3	SE	SE	400	EFU	X	Х	X	Irrigation
3	N	29	E	11	SE	SW	304	EFU	X	X	X	Irrigation
3	N	29	E	11	NE	SE	304	EFU	Х	X	X	Irrigation
3	N	29	E	11	NW	SE	304	EFU	X	X	X	Irrigation
3	N	29	E	11	SW	SE	304	EFU	X	X	X	Irrigation
3	N N	29	E	11	SE	SE	304	EFU	X	X	X	Irrigation
3		29	E	12	SW	SW	3603	EFU	X	X	X	Irrigation
3	N N	29 29	E	13	NE NW	NW	3800	EFU EFU	X	X	X	Irrigation
3	N	29	E	13	SW	NW	3800	EFU	X	X	X	Irrigation Irrigation
3	N	29	E	13	SE	NW	3800	EFU	X	X	×	Irrigation
3	N	29	E	13	NE	SW	4000	EFU	X	X	X	Irrigation
3	N	29	E	13	NW	SW	4000	EFU	X	X	X	Irrigation
3	N	29	E	13	SW	SW	4000	EFU	X	X	X	Irrigation
3	N	29	Е	13	SE	SW	4000	EFU	Х	Х	Х	Irrigation
3	N	29	E	13	SW	SE	3700	EFU	Х	Х	Х	Irrigation
3	N	29	E	13	SE	SE	3700	EFU	Х	Х	Х	Irrigation
3	N	29	E	14	NE	NE	3900	EFU	Х	Х	Х	Irrigation
3	N	29	E	14	NW	NE	3900	EFU	Х	Х	Х	Irrigation
3	N	29	E	14	SW	NE	3900	EFU	Х	Х	Х	Irrigation
3	N	29	E	14	SE	NE	3900	EFU	Х	Х	X	Irrigation
3	N	29	E	14	NE	NW	4100	EFU	X	X	X	Irrigation
3	N	29	E	14	NW	NW	4100	EFU	X	X	X	Irrigation
3	N	29	E	14	SW	NW	4100	EFU	X	X	X	Irrigation
3	N	29	E	14	SE	NW	4100	EFU	X	X	X	Irrigation
3	N	29	E	14	NE	SW	4100	EFU	X	X	X	Irrigation
3	N	29	E	14	NW	SW	4100	EFU	X	X	X	Irrigation
3	N	29 29	E	14	SW	SW	4100	EFU	X	X	X	Irrigation
3	N N	29	E E	14	SE NE	SW SE	4100 4000	EFU EFU	X	X	X	Irrigation
3	N	29	E	14	NW	SE	4000	EFU	X	X	X	Irrigation Irrigation
3	N	29	E	14	SE	SE	4000	EFU	X	X	X	Irrigation

and an	a Location	Description	(continue	a)							-	OWRD
TI	ΝP	RN	NG	Sec	1/4	1/4	TAXLOT	Plan Designation (e.g.,	V	Water to be:		Proposed Land Us
	•	l	••	Jec	1/4	1/4	TAXLOT	Rural Residential/RR-5)	Diverted	Conveyed	Used	Froposed Land Os
3	N	29	E	24	NE	NE	8700	EFU	Х	X	X	Irrigation
3	N	29	E	24	NW	NE	8700	EFU	X	X	X	Irrigation
3	N	29	E	24	NW	NW	4000	EFU	Х	X	Х	Irrigation
3	N	30	E	1	NE	NW	200	EFU	X	X	X	Irrigation
3	N	30	E	1	NW	NW	200	EFU	X	X	X	Irrigation
3	N	30	E	1	SW	NW	200	EFU	Х	x	Х	Irrigation
3	N	30	E	1	SE	NW	200	EFU	Х	X	X	Irrigation
3	N	30	Е	1	NE	SW	200	EFU	Х	X	Х	Irrigation
3	N	30	Е	1	NW	SW	200	EFU	Х	X	Х	Irrigation
3	N	30	E	1	SW	SW	200	EFU	X	X	X	Irrigation
3	N	30	E	1	SE	SW	200	EFU	X	X	X	Irrigation
3	N	30	E	2	NE	NE	301	EFU	X	X	X	Irrigation
3	N	30	E	2	NW	NE	301	EFU	X	X	X	Irrigation
3	N	30	E	2	SW	NE	301	EFU	X	X	X	Irrigation
3	N	30	E	2	SE	NE	301	EFU	X	X	X	Irrigation
3	N	30	E	2	SE	NW	400	EFU	X	X	X	Irrigation
3	N	30	E	2	NE	SW	400	EFU	X	X	X	
3	N	30	E	2	NW	SW	400	EFU	X	X	X	Irrigation
3	N	30	E	2	SW	SW	400	EFU	X	X	X	Irrigation Irrigation
3	N	30	E	2	SE	SW	400	EFU	X	X	X	
3	N	30	E	2	NE NE	SE	301, 300	EFU	X	X	X	Irrigation
3	N	30	E	2	NW	SE	301, 300	EFU	X	X	X	Irrigation
3	N	30	E	2	SW	SE	301	EFU	X	X	X	Irrigation
3	N	30	E	2	SE	SE		EFU	X	x	X	Irrigation
3	N	30	E	3		SW	301, 300				X	Irrigation
3	N	30	E	3	NE NW	SW	400	EFU	X	X		Irrigation
3	N	30	E	3	SW		400	EFU	X	X	X	Irrigation
3						SW	400	EFU		X		Irrigation
	N	30	E	3	SE	SW	400	EFU	X	X	X	Irrigation
3	N	30	E	3	NE	SE	400	EFU	X	X	X	Irrigation
3	N	30	E	3	NW	SE	400	EFU	X	X	X	Irrigation
3	N	30	E	3	SW	SE	400	EFU	X	X	X	Irrigation
3	N	30	E	3	SE	SE	400	EFU	X	X	X	Irrigation
3	N	30	E	5	SW	SE	500	EFU	X	X	X	Irrigation
3	N	30	E	5	SE	SE	500	EFU	X	X	X	Irrigation
3	N	30	E	7	NE	NE	1300	EFU	X	Х	X	Irrigation
3	N	30	E	7	NW	NE	1300	EFU	X	Х	Х	Irrigation
3	N	30	E	7	SW	NE	1300	EFU	Х	Х	Х	Irrigation
3	N	30	E	7	SE	NE	1300	EFU	Х	X	X	Irrigation
3	N	30	E	7	NW	SE	1400	EFU	Х	X	Х	Irrigation
3	N	30	E	8	NE	NE	1200	EFU	X	Х	Х	Irrigation
3	N	30	E	8	NW	NE	1200	EFU	Х	X	Х	Irrigation
3	N	30	E	8	SW	NE	1200	EFU	Х	X	Х	Irrigation
3	N	30	E	8	SE	NE	1200	EFU	X	Х	Х	Irrigation
3	N	30	E	8	NE	SE	1200	EFU	X	Х	Х	Irrigation
3	N	30	E	8	NW	SE	1200	EFU	Х	Х	Х	Irrigation
3	N	30	E	8	SW	SE	1200	EFU	X	Х	X	Irrigation
3	N	30	E	8	SE	SE	1200	EFU	X	Х	X	Irrigation
3	N	30	E	9	NW	SW	800	EFU	X	Х	X	Irrigation
3	N	30	E	9	SW	SW	800	EFU	X	Х	X	Irrigation
3	N	30	E	10	SW	SE	1400	EFU	X	Х	X	Irrigation
3	N	30	E	10	SE	SE	1400	EFU	Χ	X	X	Irrigation
3	N	30	E	14	NE	NE	1800	EFU	Χ	Х	X	Irrigation
3	N	30	E	14	NW	NE	1800	EFU	Χ	Х	X	Irrigation
3	N	30	E	14	SW	NE	1800	EFU	Χ	X	X	Irrigation
3	N	30	E	14	SE	NE	1800	EFU	Χ	X	X	Irrigation
3	N	30	E	14	NE	NW	1700	EFU	Χ	Х	X	Irrigation
3	N	30	E	14	NW	NW	1700	EFU	X	X	Х	Irrigation
3	N	30	E	14	SW	NW	1700	EFU	Х	Х	Х	Irrigation
3	N	30	E	14	SE	NW	1700	EFU	Х	Х	Х	Irrigation
3	N	30	E	14	NE	SW	1601	EFU	Χ	Х	Х	Irrigation
3	N	30	E	14	NW	SW	1601, 1600	EFU	Х	Х	Х	Irrigation
3	N	30	E	14	SW	SW	1601	EFU	Х	Х	Х	Irrigation
3	N	30	E	14	SE	SW	1601	EFU	Х	Х	X	Irrigation
3	N	30	E	14	NE	SE	2300	EFU	X	X	X	Irrigation
3	N	30	E	14	NW	SE	2300	EFU	X	X	X	Irrigation
3	N	30	E	14	SW	SE	2300	EFU	X	X	X	Irrigation

A. Land and Location Description (continued)													
TV	TWP		RNG		1/4	1/4	TAXLOT	Plan Designation (e.g.,	v	Vater to be:		Proposed Land Use	
				Sec	_, .	_,		Rural Residential/RR-5)	Diverted	Conveyed	Used		
3	N	30	Е	15	NE	NE	1601	EFU	х	Х	Х	Irrigation	
3	N	30	E	15	NW	NE	1601	EFU	Х	Х	Х	Irrigation	
3	N	30	Е	15	SW	NE	1601	EFU	X	X	Х	Irrigation	
3	N	30	E	15	SE	NE	1601	EFU	Х	Х	Χ	Irrigation	
3	N	30	Е	15	NE	NW	1500	EFU	X	Х	Х	Irrigation	
3	N	30	E	15	NW	NW	1500	EFU	X	Х	Х	Irrigation	
3	N	30	Е	15	SW	NW	1500	EFU	X	X	Х	Irrigation	
3	N	30	E	15	SE	NW	1500	EFU	X	X	Х	Irrigation	
3	N	30	E	15	NE	SE	1601	EFU	X	Х	Х	Irrigation	
3	N	30	E	15	NW	SE	1601	EFU	X	X	Х	Irrigation	
3	N	30	E	15	SW	SE	1601	EFU	X	Х	Х	Irrigation	
3	N	30	E	15	SE	SE	1601	EFU	X	Х	Х	Irrigation	
3	N	30	E	23	NE	NW	300	EFU	Х	Х	Х	Irrigation	
3	N	30	E	23	NW	NW	300	EFU	х	Х	Х	Irrigation	
4	N	30	Е	35	SW	SE	3704	EFU	X	Х	Х	Irrigation	
4	N	30	E	35	SE	SE	3704	EFU	Х	Х	Х	Irrigation	

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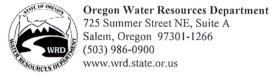
OCT 2 9 2020

**OWRD** 



Attachment E
Evidence of Use Affidavit
Allocation of Conserved Water Application – Certificates 95154 and 95155

# Application for Water Right **Transfer**



#### **Evidence of Use Affidavit**

	Please print l	legibly or ty					ach additiona nust be attac		need more spa	cing.
State o	of Oregon		)							
County	y of Morrow)		)	SS						
	Luke Maynari Manager for G									Northwest
mailin	g address <u>PO</u>	Box 2308, I	PASCO, WA	A 99302	2					
teleph	one number (	<u>541)945-16</u>	<u>84</u> , being	g first o	duly sw	orn depo	se and say:			See, and the same on a proof to
1. M	y knowledge	of the exe	rcise or s	status	of the w	ater righ	t is based o	on (check one	e):	RECEIVE
	Pers	onal obsei	vation		$\boxtimes$	Profess	ional exper	rtise		UCT 2 9 2020
<b>2</b> . I at	test that:									<b>OWRD</b>
	Certificate #	<sup>‡</sup> 76584, 765 83589, 835	585, 76586 590, 83591	, AND 8	3588 (AL 2, AND 89.	l involve 511 (All i	ED IN TRANSFI NVOLVED IN			e years:
OR										
	Confirming	Certificate	e#	has b	een issu	ed withi	n the past f	ive years; O	R	
	instream lea	se number	· is:	_(Not	e: If the	entire ri	ght propose	ed for	five years.	
	The water ri							nat a presum	otion of forfei	iture for
	Water has be 10 years for				~				for more than	n

Revised 2/5/2010

(continues on reverse side)

3. The water right was used for: (e.g., crops, pasture, etc.): TREE CROPS

**4**. I understand that if I do not attach one or more of the documents shown in the table below to support the above statements, my application will be considered incomplete.

Signature of Affiant

10/24/20 Date RECEIVED

OCT 2 9 2020

A. HEAO SON NO. 30 PUBLIC SON NO. 30 PUBLIC SON MAY 23 PUBLIC SON MAY 25 PUBLIC SON

Notary Public for Oregon WA

My Commission Expires: 5/23/2023

Supporting Documents	Examples
Copy of a water right certificate that has been issued within the last five years. (not a remaining right certificate)	Copy of <b>confirming</b> water right certificate that shows issue date
Copies of receipts from sales of irrigated crops or for expenditures related to use of water	<ul> <li>Power usage records for pumps associated with irrigation use</li> <li>Fertilizer or seed bills related to irrigated crops</li> <li>Farmers Co-op sales receipt</li> </ul>
Records such as FSA crop reports, irrigation district records, NRCS farm management plan, or records of other water suppliers	<ul> <li>District assessment records for water delivered</li> <li>Crop reports submitted under a federal loan agreement</li> <li>Beneficial use reports from district</li> <li>IRS Farm Usage Deduction Report</li> <li>Agricultural Stabilization Plan</li> <li>CREP Report</li> </ul>
Aerial photos containing sufficient detail to establish location and date of photograph	Multiple photos can be submitted to resolve different areas of a water right.  If the photograph does not print with a "date stamp" or without the source being identified, the date of the photograph and source should be added.  Sources for aerial photos: OSU –www.oregonexplorer.info/imagery OWRD – www.wrd.state.or.us Google Earth – earth.google.com TerraServer – www.terraserver.com
Approved Lease establishing beneficial use within the last 5 years	Copy of instream lease or lease number

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 $Attachment \ F$  Supplemental Form D Allocation of Conserved Water Application – Certificates 95154 and 95155

#### Supplemental Form D

# Water Right Transfers Within the Boundaries of or Served by an Irrigation District or other Water Supplier (Association, Ditch Co., etc.)



Oregon Water Resources Department 725 Summer Street NE, Suite A Salem, Oregon 97301-1266 503-986-0900

www.oregon.gov/OWRD

[For transfers submitted under OAR Chapter 690 Division 380]

The Department requires non-district applicants to communicate with districts/water suppliers during the planning and preparation of transfer applications involving water rights having a point of diversion or appropriation (POD/POA) or place of use (POU) served by or located within the boundaries of an irrigation district, or other type of water supplier to which assessments are paid. In some cases consent will be required from the district or water supplier.

This form must be included with any transfer application that includes rights served by or located within the boundaries of a district or other type of water supplier.

OCT 2 9 2020

1.	<b>APPII</b>	CANT	INFORM	NOITAN
<b>_</b> .	AFFLI	CAIAI	HALOKI	MAIION

ATTECANT IN ORDATION			OWRD	
NAME		E	OVALLE	PHONE (HM)
FARMLAND RESERVE, INC., ATTN: JENS RASMUSSEN	, AGRINOR	THWEST	,	
PHONE (WK)	CELL			FAX
509-820-3234				509-734-1092
ADDRESS				
PO Box 2308	^			
CITY	STATE	ZIP	E-MAIL**	
PASCO	WA	99302	JRASMUSSEN@AGRINW.COM	

#### 2. DISTRICT or WATER SUPPLIER INFORMATION

DISTRICT/WATER SUPPLIER NAME								
COLUMBIA IMPROVEMENT DISTRICT								
PHONE (WK)	CELL			FAX				
541-481-8454								
ADDRESS								
PO Box 47								
CITY	STATE	ZIP	E-MAIL**					
BOARDMAN	OR	97818						

## 3. WATER RIGHTS ISSUED IN THE NAME OF, or LOCATED WITHIN, or SERVED BY AN IRRIGATION DISTRICT, OTHER DISTRICT, OR WATER SUPPLIER

a. List the water right(s) involved in this transfer:

	Application / Decree	Permit / Previous Transfer	Certificate	Is the water right in the name of a district, water supplier, or BOR*?
1.	¥	-	95154	YES
2.		-	95155	YES
3.		-		YES
4.				YES

Attach additional pages for additional water rights if necessary.

<sup>\*\*</sup> By providing an e-mail address, the applicant and/or the district/water supplier consents to receive all correspondence from the Department electronically. Copies of final order documents will also be mailed.

<sup>\*</sup>Bureau of Reclamation

			ints of diversion (POD) or app your district/water supplier.]	-
CURRENT ASSOCIA	ATIONS Please answ	ver the following "yes" or	"no" questions:	
YES 🛛 NO 🗌		current POD(s) / POA(s) i lier or rely on BOR water.	nvolved in the transfer are se	rved by a
YES NO 🖂	for either primary o	or supplemental irrigation	n this proposed transfer receifrom the district/water supp BOR water supplied water rig	lier; i.e.,
PROPOSED ASSOC	IATIONS Please ans	wer the following "yes" or	"no" questions:	
YES NO 🗌			) involved in the transfer are upplier if the transfer is appro	
YES NO 🖂	receives or will rece	eive either primary or sup lier; i.e., the POU will be lo	d in this proposed transfer cuplemental irrigation from the ayered with a district/water something.	2
COMMENTS OR ADDIT	TONAL INFORMATIO	N OCT	<b>2 9</b> 2020	
4. APPLICANT'S SIGNA	ATURE		MDD	
application by [cl	neck one]:		WRD e proposed water right transf (please specify)	er
(2) I certify that to the		dge the information conta	ained in this Supplemental Fo	rm D is
dwhent?	David	Armstrong, Vice Presider	10/27/20	
Applicant Signature	Na	me (print)	Date	
5. (WHEN REQUIRED)	DISTRICT or WATER	SUPPLIER CONSENT TO T	HE PROPOSED WATER RIGHT	TRANSFER
District Manager or W	ater Supplier consen	t is required if any box on	this form is marked "YES."	
The district/water sup	plier certifies the foll	owing:		
(1) The district/wate maps; and	r supplier has review	ed the applicant's propos	ed water right transfer applic	ation and
(2) The district/wate	r supplier consents to	o the proposed water righ	t transfer application.	
YES NO 🖂			vater right certificate is to rer the district/water supplier.	main in the
YES NO 🖂		r supplier will be responsi a Certified Water Rights E	ble for submitting the claim oxaminer (CWRE).	of beneficia
Signature of District Mar	nager /Water Supplier	Name (print), Title	 Date	

				er's connection to your poi may need to consult with					
	CURREN	T ASSOCIA	TIONS Please answ	ver the following "yes" or '	"no" questions:				
	YES 🖂	NO 🗌		current POD(s) / POA(s) ir lier or rely on BOR water.	nvolved in the tran	sfer are served by a			
	YES 🗌	NO 🖂	for either primary of	he current POU involved in or supplemental irrigation y layered with a district or	from the district/v	vater supplier; i.e.,			
	PROPOS	ED ASSOCI	ATIONS Please ans	wer the following "yes" or	"no" questions:				
	YES 🖂	NO 🗌		proposed POD(s) / POA(served by a district/water so					
	YES	NO All or a portion of the proposed POU involved in this proposed transfer currently receives or will receive either primary or supplemental irrigation from the district/water supplier; i.e., the POU will be layered with a district/water supplier or BOR water supplied water right(s).							
C	MMENTS	OR ADDIT	IONAL INFORMATIO	N	OCT 2 9				
Δ	ΔΡΡΙΙζΔ	NT'S SIGNA	TURE		0012	2020			
	applica em (2) I certif	ation by [chail, $igotimes$ ] pho	eck one]: ne,	t/water supplier about the in person, or  other	(please specify)	right transfer			
_			David	d Armstrong, Vice Presider	<u></u>				
	Applicant Si	gnature	Na	ame (print)	Date				
5.	(WHEN R	EQUIRED)	DISTRICT or WATER	SUPPLIER CONSENT TO T	HE PROPOSED WA	TER RIGHT TRANSFER			
D	strict Mar	nager or Wa	ater Supplier consen	it is required if any box on	this form is marke	d "YES."			
Tł	ne district,	/water supp	olier certifies the fol	lowing:					
	(1) The dismaps;		r supplier has review	ved the applicant's propos	ed water right trar	nsfer application and			
	(2) The district/water supplier consents to the proposed water right transfer application.								
	YES	] NO⊠		mpletion, the confirming v . Bureau of Reclamation or	· ·				
	YES [		use prepared by	er supplier will be responsi a Certified Water Rights E	examiner (CWRE).	the claim of beneficial			
	Mark	Mann	<u>.</u> 0	Mark Magnand	101	28/2020			
	Signature o	f District Man	lager /Water Supplier	Mark Magnard Name (print), Title	Date				
				ithin a District/Water Supplier	Page 2 of 2	Last Revised 11-2019			



Attachment G
Notice of Completion
Allocation of Conserved Water Application – Certificates 95154 and 95155





State of Oregon **Water Resources Department** 725 Summer Street NE, Suite A Salem, Oregon 97301-1266 (503) 986-0900

# Surface Water Allocation of Conserved Water

**Notice of Completion** 

For CW\_\_\_\_

App	licant	Inf	formati	ion
-----	--------	-----	---------	-----

APPLICANT/BUSINESS NAME Farmland Reserve, Inc.	-		PHONE NO. JENS RASMUSSEN	ADDITIONAL CONTACT NO.
ADDRESS PO BOX 2308			509-820-3234	FAX NO.
CITY PASCO	STATE WA	ZIP 99302	E-MAIL JRASMUSSEN@AGRIN	w.com

(If submitting with an Application, complete only the Applicant name)

Pursuant to OAR 690-018-0062(1), the above applicant hereby notifies the Director that the conservation measure(s) outlined in Allocation of Conserved Water Application CW  $\underline{119}$  are complete.

The applicant(s) request(s) the Director to issue an order:

- Canceling the water right(s) held by the applicant(s) that is/are modified by the allocation of conserved water;
- Allowing the continued use of water for the purposes and at the locations described in the original water right certificate(s) at the rate and duty prescribed under OAR-690-018-0050(4)(e); and
- 3. Allowing the use and management of the conserved water as a dedication of water instream.

The applicant will file a reques	st for finalization on or before <u>concurrent with this notice of</u>
completion.	(no more than 5 years).
Dated: 10/22/24	

Dated: 10/27/16	
David Armstrong, Vice President (Printed Applicant Name)	(Applicant's signature
(Printed Applicant Name)	(Applicant's signature



Attachment H
Request for Finalization
Allocation of Conserved Water Application – Certificates 95154 and 95155



# Surface Water Allocation of Conserved Water

Request for Finalization

**For CW** 119

#### **Applicant Information**

APPLICANT/BUSINESS NAME Farmland Reserve, Inc.			PHONE NO.  JENS RASMUSSEN	ADDITIONAL CONTACT NO.
,			509-820-3234	
ADDRESS				FAX NO.
PO BOX 2308				
CITY	STATE	ZIP	E-MAIL	
PASCO	WA	99302	JRASMUSSEN@AGRINW.COM	

(If submitting with an Application, complete only the Applicant name)

Applicant's Portion of Conserved Water

Maximum

Maximum Duty

The above applicant requests that the allocation of conserved water be finalized. The construction of the conservation measure(s) has been completed that resulted in conserved water.

List the portions of the conserved water allocated to the applicant as listed in the Order Approving Allocation of Conserved Water or an Order issued pursuant to OAR 690-018-0062(2).

	Rate (CFS)	(Volume)/AF		OCT 2 9 2020
	65.84	10,645.33		001 20 2020
$\boxtimes$	All or part of th	ne <u>Applicant's</u> po	ortion of the conserved water is to be:	<b>OWRD</b>
		ater is to be tempor CFS; AF	rarily leased instream, a separate Instream Lease Appl F	ication must be
	Dedicated i	nstream (perma	nent); CFS; AF	
	Temporaril	y reserved instre	eam for future out-of-stream use; CFS;	AF
	Used out-o	f-stream as desc	ribed below.	
N/A		<u>Use</u> . Describe them use at the loc	ne Applicant's portion of the conserved wate ation below.	r to be used for

	Applicant	Applicant's Conserved Water Remaining				
Certificate	Priority	Type of Use	Rate (CFS)	Volume (AF)	CFS	Volume
95154	7/25/1973	Irrigation	20.90	5,040.92	0	0
95155	6/26/1973	Irrigation	44.94	5,604.41	0	0
		Totals	65.84	10,645.33	0	0

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Describe the point of diversion that will be used to deliver water to the new place of use:

POD	Twp	Rng	Mer	Sec	Q-Q	Measured Distances
CRPS	4 N	25 E	WM	2	NE NW	South 86 degrees 22 minutes 46 seconds west, 289 feet from the NE corner of Section 2
EID	5 N	30 E	WM	8	SW NW	2910 feet North and 120 feet East from SW corner of Section 8

Name and address of the person using the water: Farmland Reserve, Inc.

Description of the type of beneficial use of the water: Irrigation

Description of the place of use:

Applicant's Conserved Water Out-of-Stream Use Location										
Τv	vp	R	ng	Sec	1/4	1/4	Tax Lot	Gvt Lot or DLC	Acres	Priority Date
2	S	9	Ε	15	NE	NW	200	Example	153.0	1/1/1865
Refer t	o attach	ed tab	le							
	Totals								3,321.97	

N/A	A map depicting the lands identified above that meets the standards in OAR 690-310-0050
	(required if out-of-stream use table completed).

- The above applicant requests that the allocation of conserved water be finalized. The applicant further requests that the Director issue:
  - A superseding certificate as provided for in the order approving the allocation of conserved water;
  - 2. A certificate for an instream water right for the state's portion of the conserved water; and
  - 3. An order allowing:
    - a. The use of any portion of the conserved water allocated to the applicant, at the location and for the type of use identified in the tables above; and
    - b. The use and management as an instream water right of any conserved water being leased, dedicated, or temporarily reserved instream.

Dated: 10/27/20	
David Armstrong, Vice President	a/w/Kut/
(Printed Applicant Name)	(Applicant's signature)
(Printed Applicant Name)	(Applicant's signature)

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	COMSCIVED	water out	-of-Stream	USE LOCALI	ons					
TV	WP	RM	NG	Sec	1/4	1/4	TAXLOT	Gvt Lot	GARD	Priority Date
2	N	27	E	1	NE	NE	500		3.91	6/29/1973
2	N	27	Е	1	SE	NE	500		0.57	6/29/1973
2	N	28	Е	6	SW	ΝE	1000		4.81	6/29/1973
2	N	28	Е	6	NE	NW	1000	L3	34.32	6/29/1973
2	N	28	Е	6	NW	NW	1000	L4	36.86	6/29/1973
2	N	28	Е	6	SW	NW	1000	L5	21.36	6/29/1973
2	N	28	Е	6	SE	NW	1000		31.54	6/29/1973
2	N	28	E	6	NE	SW	1100		0.01	6/29/1973
3	N	28	Е	31	NE	SW	300		4.48	6/29/1973
3	N	28	Е	31	SW	SW	300		6.67	6/29/1973
3	N	28	Е	31	SE	SW	300		4.99	6/29/1973
3	N	28	Е	31	NW	SE	300		22.85	6/29/1973
3	N	29	Е	2	NE	NW	400		32.88	6/29/1973
3	N	29	Е	2	NW	NW	400		20.14	6/29/1973
3	N	29	Е	2	SW	NW	400		9.74	6/29/1973
3	N	29	E	2	SE	NW	400		16.72	6/29/1973
3	N	29	Е	2	NE	SW	400		8.49	6/29/1973
3	N	29	Е	2	NW	SW	400		19.26	6/29/1973
3	N	29	Е	2	SW	SW	400		34.81	6/29/1973
3	N	29	Е	2	SE	SW	400		16.64	6/29/1973
3	N	29	Е	3	NE	NE	400		30.71	6/29/1973
3	N	29	Е	3	NW	NE	400		34.23	6/29/1973
3	N	29	Е	3	SW	NE	400		32.19	6/29/1973
3	N	29	E	3	SE	NE	400		28.26	6/29/1973
3	N	29	E	3	NE	NW	400		30.00	6/29/1973
3	N	29	E	3	NW	NW	400		22.87	6/29/1973
3	N	29	E	3	SE	NW	400		11.76	6/29/1973
3	N	29	E	3	NE	SW	400	<u> </u>	29.92	6/29/1973
3	N	29	E	3	NW	SW	400	<b>†</b>	30.52	6/29/1973
3	N	29	E	3	SW	SW	400	<del>                                     </del>	31.05	6/29/1973
3	N	29	E	3	SE	SW	400	<u> </u>	29.16	6/29/1973
3	N	29	E	3	NE	SE	400	<u> </u>	30.00	6/29/1973
3	N	29	E	3	NW	SE	400		32.88	6/29/1973
3	N	29	E	3	SW	SE	400	1	32.90	6/29/1973
3	N	29	E	3	SE	SE	400		29.43	6/29/1973
3	N	29	E	11	SE	SW	304	-	11.42	6/29/1973
3	N	29	E	11	NE NE	SE	304	<del>                                     </del>	4.14	6/29/1973
3	N	29	E	11	NW	SE	304		8.20	6/29/1973
3	N	29	E	11	SW	SE	304	+	39.20	6/29/1973
3	N	29	E	11	SE	SE	304	+	35.29	6/29/1973
3	N	29	E	12	SW	SW	3603	+	0.63	6/29/1973
3	N	29	E	13	NE NE	NW	3800	+	28.05	6/29/1973
3	N	29	E	13	NW	NW	3800	+	29.17	6/29/1973
3	N	29	E	13	SW	NW	3800	+	30.43	6/29/1973
3	N	29	E	13	SE	NW	3800	<del> </del>	29.57	6/29/1973
3	N	29	E	13	NE NE	SW	4000	+	31.08	6/29/1973
3	N	29	E	13	NW	SW	4000	+	30.36	6/29/1973
3	N	29	E	13	SW	SW	4000	+	30.84	6/29/1973
3	N	29	E	13	SE	SW	4000	+	29.15	6/29/1973
3	N	29	E	13	SW	SE	3700	+	31.27	6/29/1973
3	N	29	E	13	SE	SE	3700	+	30.26	6/29/1973
	-	29		-	NE NE		3900	+	29.93	6/29/1973
3	N		E	14	+	NE		+	29.93	
3	N	29	E	14	NW	NE	3900	+		6/29/1973
3	N	29	E	14	SW	NE	3900	+	32.41	6/29/1973
3	N	29	E	14	SE	NE	3900	-	32.71	6/29/1973
3	N	29	E	14	NE	NW	4100	-	29.53	6/29/1973
3	N	29	E	14	NW	NW	4100	1	29.29	6/29/1973

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				Use Location						
TV	WP	RM	NG	Sec	1/4	1/4	TAXLOT	WRD	Acres	Priority Date
3	N	29	E	14	SE	NW	4100		31.82	6/29/1973
3	N	29	E	14	NE	SW	4100		28.80	6/29/1973
3	N	29	E	14	NW	SW	4100		23.58	6/29/1973
3	N	29	E	14	SW	SW	4100		20.42	6/29/1973
3	N	29	E	14	SE	SW	4100		25.15	6/29/1973
3	N	29	E	14	NE	SE	4000		0.23	6/29/1973
3	N	29	E	14	NW	SE	4000		0.22	6/29/1973
3	N	29	E	14	SE	SE	4000		0.01	6/29/1973
3	N	29	E	24	NE	NE	8700		0.01	6/29/1973
3	N	29	E	24	NW	NE	8700		0.01	6/29/1973
3	N	29	E	24	NW	NW	4000		0.01	6/29/1973
3	N	30	E	1	NE	NW	200		29.56	6/29/1973
3	N	30	E	1	NW	NW	200		32.74	6/29/1973
3	N	30	E	1	SW	NW	200		30.99	6/29/1973
3	N	30	Е	1	SE	NW	200		30.16	6/29/1973
3	N	30	E	1	NE	SW	200		29.69	6/29/1973
3	N	30	E	1	NW	SW	200		32.84	6/29/1973
3	N	30	E	1	SW	SW	200		30.79	6/29/1973
3	N	30	Е	1	SE	SW	200		30.11	6/29/1973
3	N	30	Е	2	NE	NE	301		37.77	6/29/1973
3	N	30	Е	2	NW	NE	301		31.85	6/29/1973
3	N	30	Е	2	SW	NE	301		26.68	7/25/1973
3	N	30	Е	2	SE	NE	301		16.49	6/29/1973
3	N	30	Е	2	SE	NW	400		30.91	7/25/1973
3	N	30	E	2	NE	SW	400		30.69	7/25/1973
3	N	30	E	2	NW	SW	400		37.79	7/25/1973
3	N	30	E	2	SW	SW	400		36.91	6/29/1973
3	N	30	E	2	SE	SW	400		21.85	7/25/1973
3	N	30	E	2	NE	SE	301, 300		14.40	7/25/1973
3	N	30	E	2	NW	SE	301		35.96	7/25/1973
3	N	30	E	2	SW	SE	301		38.27	7/25/1973
3	N	30	E	2	SE	SE	301, 300		16.57	7/25/1973
3	N	30	E	3	NE	SW	400		19.09	7/25/1973
3	N	30	E	3	NW	SW	400		21.45	7/25/1973
3	N	30	E	3	SW	SW	400		32.20	7/25/1973
3	N	30	E	3	SE	SW	400		26.51	7/25/1973
3	N	30	E	3	NE	SE	400		23.94	7/25/1973
3	N	30	E	3	NW	SE	400		34.94	7/25/1973
3	. N	30	E	3	SW	SE	400		36.38	7/25/1973
3	N	30	E	3	SE	SE	400		24.28	7/25/1973
3	N	30	E	5	SW	SE	500		0.16	7/25/1973
3	N	30	E	5	SE	SE	500		0.18	7/25/1973
3	N	30	E	7	NE	NE NE	1300		8.06	7/25/1973
3	N	30	E	7	NW	NE NE	1300		16.23	7/25/1973
3	N	30	E	7	SW	NE NE	1300		34.32	7/25/1973
3	N	30	E	7	SE	NE NE	1300		18.30	7/25/1973
3	N	30	E	7	NW	SE	1400		0.11	7/25/1973
3	N	30	E	8	NE	NE NE	1200		3.59	7/25/1973
3	N	30	E	8	NW	NE	1200		28.66	7/25/1973
3 3	N	30	E	8	SW	NE NE	1200		4.11	7/25/1973
3 3	N	30	E	8	SE	NE NE	1200		0.30	7/25/1973
3 3	N	30	E	8	NE NE	SE	1200		34.35	7/25/1973
				-		SE			29.34	7/25/1973
3	N	30	E	8	NW		1200			7/25/1973
3	N	30	E	8	SW	SE	1200		27.78	
3	N	30	E	8	SE	SE	1200	-	31.16	7/25/1973
3	N	30	E	9	NW	SW	800		0.58	7/25/1973
3	N	30	E	9	SW	SW	800		0.35	7/25/1973

TWP		RNG		Sec	1/4	1/4	TAXLOT	Gvt Lot	Acres	<b>Priority Date</b>
3	N	30	Е	10	SE	SE	1400		0.43	7/25/1973
3	N	30	E	14	NE	NE	1800		28.57	7/25/1973
3	N	30	Е	14	NW	NE	1800		28.93	7/25/1973
3	N	30	Е	14	SW	NE	1800		31.31	7/25/1973
3	N	30	E	14	SE	NE	1800		32.00	7/25/1973
3	N	30	Е	14	NE	NW	1700		30.83	7/25/1973
3	N	30	Е	14	NW	NW	1700		29.40	7/25/1973
3	N	30	Е	14	SW	NW	1700		29.55	7/25/1973
3	N	30	Ε	14	SE	NW	1700		32.19	7/25/1973
3	N	30	Е	14	NE	SW	1601		19.89	7/25/1973
3	N	30	E	14	NW	SW	1601, 1600		21.36	7/25/1973
3	N	30	Ε	14	SW	SW	1601		38.08	7/25/1973
3	N	30	Е	14	SE	SW	1601		37.58	7/25/1973
3	N	30	Е	14	NE	SE	2300		0.13	7/25/1973
3	N	30	Е	14	NW	SE	2300		0.10	7/25/1973
3	N	30	Е	14	SW	SE	2300		0.02	7/25/1973
3	N	30	Е	15	NE	NE	1601		32.62	7/25/1973
3	N	30	Е	15	NW	NE	1601		34.13	7/25/1973
3	N	30	E	15	SW	NE	1601		31.76	7/25/1973
3	N	30	Е	15	SE	NE	1601		30.93	7/25/1973
3	N	30	Е	15	NE	NW	1500	1	27.56	7/25/1973
3	N	30	E	15	NW	NW	1500		28.69	7/25/1973
3	N	30	Е	15	SW	NW	1500		29.25	7/25/1973
3	N	30	Е	15	SE	NW	1500		28.55	7/25/1973
3	N	30	E	15	NE	SE	1601		27.94	7/25/1973
3	N	30	Е	15	NW	SE	1601		28.46	7/25/1973
3	N	30	Е	15	SW	SE	1601		28.46	7/25/1973
3	N	30	Е	15	SE	SE	1601		28.92	7/25/1973
3	N	30	Е	23	NE	NW	300		6.50	7/25/1973
3	N	30	Е	23	NW	NW	300		6.54	7/25/1973
4	N	30	Е	35	SW	SE	3704		0.01	7/25/1973
4	N	30	Е	35	SE	SE	3704		0.05	7/25/1973
	Total		•						3,321.97	

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## Lease Agreements for Land Not Owned by Applicant Where Conserved Water Will Be Used



- Donner previous lease agreement exception - Torms & Corditions are the same exception and Assignment provision RECEIVED

(Dryland)

FARM LEASE

OCT 2 9 2020

#### **OWRD**

This Farm Lease is between Crow Family Properties an Oregon Limited Partnership ("Landlord"), and Hale Farms, LLC, an Oregon Limited Liability Company ("Tenant").

The real property subject to this lease, hereinafter called the "Property," is the property which is circumscribed in red outlines on the attached Exhibit A (all of which is located in Umatilla County, Oregon), attached hereto and by this reference incorporated herein.

Landlord leases the Property to Tenant and Tenant leases the Property from Landlord upon the following terms and conditions:

#### Term - use.

- 1.1 The term of this lease shall be from the end of crop year 2016 and continue through crop year 2026. Tenant shall be entitled to occupy and use the premises, pursuant to the terms and conditions hereof, until the farm crops for the final year have been harvested. Otherwise, and except as stated in Section 3.4 hereof, Tenant shall peaceably surrender, quit, and give up the Property upon the termination of this lease.
- Tenant shall use the property for farming and other purposes specifically authorized herein, and for no other purposes.
- Tenant, at Tenant's sole discretion, shall be responsible for determining the annual crop rotations, the crops to be planted, and the crops to be irrigated, if any.
- 1.4 This lease does not include any below ground mineral rights or wind power rights.

#### 2. Rent.

- The rent for the lease of the Property shall be 2.1
- 2.2 Rent shall be paid by Tenant to Landlord on or before March 1, of each year.

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#### 3. Water and water rights.

- 3.1 Landlord shall have no obligation to provide irrigation water to the Property.
- 3.2 Tenant has no obligation to provide irrigation water to the Property, however Tenant may at its sole discretion supply water, and if Tenant chooses to do so, Tenant shall, at its sole expense, whether acting on its own accord or by agreement with an irrigation district or other entity, secure from the Oregon Water Resources Department (the "Department") a permit, certificate, or other authorization for the use of water on the Property (the "Water Rights"). Landlord shall cooperate with Tenant, and/or any irrigation district or other entity as may be necessary, in the application process and shall not object to or otherwise oppose Tenant's application. At Tenant's request, Landlord shall sign all documents and take all actions reasonably necessary or desirable to enable Tenant, and/or any irrigation district or other entity, to obtain any and all needed authorizations for the use of water on all or any part of the Property.
- 3.3 Tenant may in its sole discretion cease supplying water to the Property at any time. In particular, Tenant shall at all times have the right, in its sole discretion and at its sole expense, to forfeit, cancel, amend, or transfer to land other than the Property all or any part of the Water Rights. At Tenant's request, Landlord shall promptly sign all documents and take all actions reasonably necessary or desirable to enable Tenant, and/or an irrigation district or other entity, to complete any such forfeiture, cancellation, amendment, or transfer, none of which Landlord shall object to or otherwise oppose. If Landlord fails or neglects to sign necessary documents, Landlord hereby irrevocably authorizes Tenant to sign such documents on Landlord's behalf.
- 3.4 Landlord shall have no right, title or interest in or to the water or the Water Rights which Tenant brings to the Property nor to the irrigation equipment, infrastructure, or systems installed by Tenant (all collectively "Irrigation Systems"). Any Irrigation Systems which Tenant believes are necessary for the delivery of water to the Property shall at all times belong to Tenant who may remove any and all such systems within 180 days of the expiration or termination of this lease, unless otherwise agreed by Landlord and Tenant in writing signed by both parties. Upon such removal, Tenant shall reasonably restore the Property.

#### OWRD

- 3.5 Landlord shall have no responsibility for any costs associated with installation, maintenance, repair, or removal of Irrigation Systems placed on the Property by Tenant.
- 3.6 Tenant shall supply and pay for all electricity necessary to provide water to the Irrigation Systems and to operate the system.

#### 4. Government farm programs; crop insurance.

All payments received as a result of any government farm programs of any kind related to the Property and related to the time period of the term of this lease, and any payments made pursuant to any crop insurance programs shall belong, 100 percent, to Tenant, and no amount shall be claimed by or be payable to Landlord.

#### 5. Chemicals and other substances.

No fertilizer, herbicide, pesticide, poison, or chemical, except those approved by the USDA or the Oregon Department of Agriculture, shall be applied by Tenant to the Property or crops growing thereon.

#### 6. Farming practices.

- 6.1 Tenant shall use the Property in a good husbandlike manner. Tenant shall conduct its operations so as to not unduly weaken, deplete or devitalize the soil or cause erosion by wind or water. Tenant shall take all reasonable steps to prevent the growth or spread of noxious weeds or plants, including rye, and shall keep the premises in a tidy condition throughout the Term of this lease.
- 6.2 Notwithstanding the foregoing, absent the parties entering into a written agreement stating otherwise, Tenant shall have no obligation to improve the condition of the Property insofar as tidiness or the presence of noxious weeds or plants are concerned, and shall only be required to maintain those conditions at the same general level as they existed at the commencement of the term set forth in Section 1 hereof.
- 6.3 Tenant shall pay all costs in connection with the production of its crops and its operations on the Property, including, but not limited to, the costs of labor, fertilizer and chemicals, seed, harvesting, and other farm expenses.



#### 7. Access.

Landlord shall supply Tenant with reasonable access to the Property.

#### 8. Taxes.

Landlord shall pay all real property taxes due upon the Property and all assessments and governmental charges imposed or assessed against the Property. Landlord shall also pay all personal property taxes due on personal property of the Landlord.

#### 9. Liens.

Tenant shall pay when due all claims for work done for services rendered on, or materials furnished to, the Property at Tenant's request and shall keep the Property free of any liens arising out of any failure to pay such claims or arising out of any other activity of Tenant. If the Property is subjected to any lien because of activities of Tenant and the lien is not discharged within ten days, Landlord may discharge the lien and recover the costs from Tenant on demand plus interest at the rate of 5 percent per annum from the date of expenditure. Such action by Landlord shall not constitute a waiver of any right or remedy which Landlord may have on account of Tenant's default. Tenant may in good faith contest the lien, but in so doing, shall at all times protect the Property from foreclosure by, if necessary, posting substitute security as allowed or required by law.

#### 10. Condition of the Property during term of lease.

- 10.1 Tenant shall maintain the Property in as good a condition as received at the commencement of the term, and shall not commit or permit any waste on it.
- 10.2 Tenant has no obligation to cultivate, plow or till the ground prior to quitting the Property at the termination of this lease. It is agreed that Tenant may quit the premises at the termination with the remaining foliage left in the fields.

#### 11. Liability.

11.1 Tenant shall indemnify, defend, and hold harmless Landlord from any claim, loss or liability arising out of or related to any activity of Tenant on the Property, or arising out of any condition on the Property created by Tenant.

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#### OWRD

- 11.2 Landlord shall indemnify, defend, and hold harmless Tenant from any claim, loss or liability arising out of or related to any activity of Landlord on the Property, or arising out of any condition of the Property created by Landlord at any time.
- 11.3 Before going into possession of the Property, Tenant shall procure, and during the term of this lease shall continue to carry, public liability and property damage insurance with liability limits of not less than \$2,000,000, single limit, for injury to persons and property arising out of Tenant's activities in relation to the Property. Landlord, Crow Family Properties, Carol Crow, Gerald W. Crow Jr., Charee Crow, and Byron and Elizabeth Yancey shall be named in such policy as additional insureds.

#### 12. Default; Remedies.

- 12.1 Failure of either party to comply with any term or condition or to fulfill any obligation of this lease within ten days after written notice from the other party specifying the nature of the default with reasonable particularity shall be an Event of Default. If the default is of such a nature that it cannot be completely remedied within the ten day period, the party will not be in default if the party begins correction of the default within the ten day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. Notwithstanding the foregoing, if a party violates the same provision of this lease more than three times in any given twelve month period, then the fourth violation within that same period will constitute an immediate Event of Default for which no further notice or cure period need be granted by the other party.
- 12.2 For any Event of Default, the parties shall have all remedies and defenses as may be available at law or in equity.

#### 13. Time of essence.

Time is of the essence of the performance of the obligations of this lease.

#### 14. Relationship of the parties.

This lease is not intended to, nor does it, create a partnership, joint venture, or any other relationship between the parties other than that of Landlord and Tenant. Neither party shall have the authority to obligate the other party, and neither party shall represent that it has such authority.



#### 15. Notices.

**OWRD** 

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

The addresses are:

If to Tenant, then to: Hale

Hale Farms LLC Attn: Craig Reeder 73120 Hwv 207

73120 Hwy 207 Echo, OR 97826

If to Landlord, then to: Crow Family Properties

1200 Overlook Drive Lake Oswego, OR 97034

#### 16. Alterations and additions.

Tenant may make such alterations or additions on the Property as may be necessary to accommodate any irrigation system which Tenant elects to install or operate. Tenant may also prepare and construct farm roads in support of Tenant's farming activities. Otherwise, Tenant shall not without the consent of Landlord make, or permit to be made, any other additions or alterations to the Property, or any part thereof. Should Landlord and Tenant agree to any such other addition or alteration of the premises, they may at such time agree upon the terms and conditions upon which such additions and/or alterations shall be made, and such agreement shall be reduced to writing.

#### 17. Hunting rights.

During the term of this lease the Tenant and Landlord shall share any rights to hunting on the subject property. However, tenant shall manage and control hunting scheduling and volume.

#### 18. Right of first refusal.

Landlord agrees that during the term of this lease Landlord shall not agree to sell, transfer, exchange, grant an option to purchase, lease, or otherwise dispose of the Property or any part thereof or interest therein (all such acts referred to as "Transfer"), without first offering the Transfer to Tenant on the terms and conditions set forth in this section.

OCT 2 9 2020

#### OWRD

- 18.2 When Landlord receives from a third party a bona fide offer for a Transfer of the Property that Landlord desires to accept, Landlord must give Tenant written notice of the price, terms, and conditions of the offer and deliver a copy of the executed document evidencing the offer to Tenant.
- 18.3 When Tenant receives the notice and a copy of the offer, Tenant will have the prior and preferential right to receive the Transfer of the Property (or the part of or interest in the Property covered by the offer, as the case may be) at the same price and on the same terms and conditions as are contained in the offer, except that if the Tenant exercises the right of first refusal then the closing of the transaction contemplated by the offer will take place no earlier than ninety days after the date that Tenant elects to exercise the right of first refusal, and Tenant will receive a credit against the Transfer price of the Property in an amount equal to any brokerage commission that Landlord may save by Transferring the Property to Tenant rather than to the third party offeror.
- 18.4 Tenant will have fifteen days from the date that Tenant receives the notice and a copy of the offer to notify Landlord whether Tenant elects to acquire the Property under the terms of the offer. If Tenant elects to exercise its right to acquire the Property, then, in addition to giving Landlord written notice of its election within the fifteen day period, Tenant also must tender an amount equal to the earnest money deposit, if any, specified in the offer, which will be held and used in accordance with the terms of the offer.
- 18.5 If Tenant fails to timely exercise its right to acquire the Property under the terms of this agreement, then Landlord will be entitled to Transfer the Property according to the terms of the offer to the third party offeror.
- 18.6 If Tenant elects to acquire the Property and if any element of the consideration specified in the offer is not cash or deferred purchase money (e.g., an exchange of property or performance of covenants other than the payment of money), then Tenant may elect to have the non-monetary consideration appraised by an independent MAI appraiser and pay Landlord the cash value of the non-monetary consideration in lieu of the performance of the non-monetary obligation specified in the offer.

#### OWRD

18.7 The right of first refusal created by this lease does not apply to any bona fide sale or conveyance of the Property by Landlord to any partnership, limited partnership, joint venture, corporation, or other entity in which Landlord owns and controls at least 50 percent of the ownership interest, or to any transfer as a result of the bona fide estate plan of Landlord if Landlord is an individual. However, this right of first refusal will survive any such exempted transfers and shall be binding upon the transferee.

#### 19. Miscellaneous.

- 19.1 Landlord's right of entry; liability for use of Property.
- 19.1.1 The Landlord may go on the Property at any time to inspect the Property, provided Landlord does so in a reasonable manner which does not harm the growing crops or interfere with the farming activities of Tenant.
- 19.1.2 Landlord shall be responsible to pay Tenant for any damage or interference caused by Landlord or by persons on the Property through authority (whether direct or indirect) granted by Landlord.

#### 19.2 Covenants of title.

Landlord covenants that Landlord owns the Property and that Landlord has full right and authority to lease the premises described herein for the stated Term.

19.3 Assignment and sublease.

Upon written notice to the Landlord, Tenant may assign this lease or sublease any portion of the Property.

#### 19.4. Attorney's fees.

In case litigation is instituted to enforce or interpret the terms hereof, the losing party shall pay to the prevailing party its reasonable attorney's fees and court costs, its expert witness fees, and costs of any necessary title reports, as may be determined as reasonable by the court, including all such costs, attorneys fees, and expenses as may be incurred on appeal.

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#### **OWRD**

#### 19.5 Venue/jurisdiction.

The parties agree that unless the law compels otherwise, venue for any lawsuit arising out of, or related to, this lease shall be in Umatilla County. It is further agreed that exclusive jurisdiction for any litigation shall be in the Circuit Court of the State of Oregon, the parties permanently waiving the jurisdiction of any other court.

#### 19.6 Amendments.

This lease shall be enforced as written. It may be modified or amended only by a writing signed by both parties.

#### 19.7 Successors in interest.

Subject to the limitation on assignment by Tenant, this lease shall be binding upon and inure to the benefit of the parties, their successors and assigns.

#### 19.8 Non-waiver.

Failure by either party to require performance by the other of any term of this lease shall not be held to be a waiver of any succeeding breach or a waiver of this non-waiver clause.

#### 19.9 Water Development Projects.

Tenant acknowledges Landlord's interest in participating in water development projects. Tenant shall provide periodic updates on local water development projects to Landlord.

The parties have entered into this lease and by their signatures state their intent to be bound by its terms as of January 1, 2012.

LANDLORD: Crow Family Properties an Oregon Limited Partnership

Ву:	General Partner
Its:	Leneral Partner

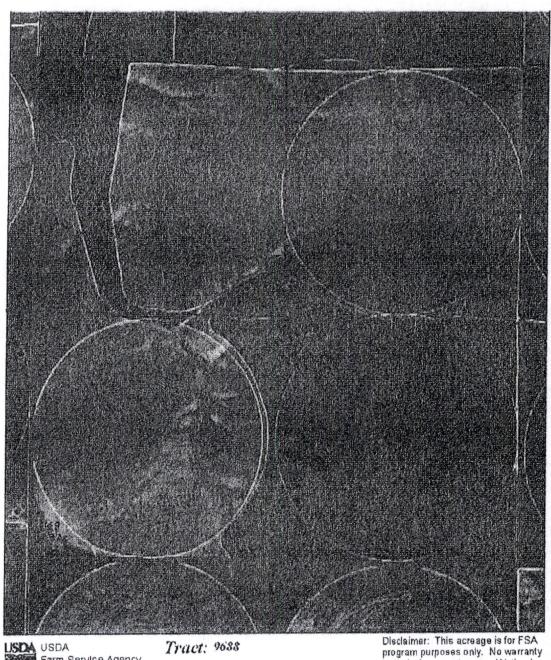
TENANT: Hale Farms LLC

By: Co



#### EXHIBIT A





USDA USDA Farm Service Agency **Umatilia** County

1 .

2005 PHOTO August 27, 2007 315 630 1,890 1,260

2,520

Legend Tract Boundary Restricted Use
Limited Restrictions Feet Exempt

Disclaimer: This acreage is for FSA program purposes only. No warranty is made for any other use. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-D26 and attached maps) for exact welland boundaries and determinations, or contact NRCS.

#### FARM LEASE

OCT **2 9 2020** 

#### OWRD

This Farm Lease is between Ramos Brothers Ranch, Inc., an Oregon corporation ("Landlord"), and AgReserves, Inc., dba AgriNorthwest, a Utah corporation ("Tenant").

The real property subject to this lease, hereinafter called the "Property," is the property which is circumscribed in red outlines on the attached Exhibit A (all of which is located in Umatilla County, Oregon), attached hereto and by this reference incorporated herein.

Landlord leases the Property to Tenant and Tenant leases the Property from Landlord upon the following terms and conditions:

#### 1. Term - use.

- 1.1 The term of this lease shall be from the end of crop year 2019 and continue through crop year 2021. Tenant shall be entitled to occupy and use the premises, pursuant to the terms and conditions hereof, until the farm crops for the 2021 crop year have been harvested. Otherwise, and except as stated in Section 3.4 hereof, Tenant shall peaceably surrender, quit, and give up the Property upon the termination of this lease.
- 1.2 Tenant shall use the property for farming and other purposes specifically authorized herein, and for no other purposes.
- 1.3 Tenant, at Tenant's sole discretion, shall be responsible for determining the annual crop rotations, the crops to be planted, and the crops to be irrigated, if any.
- 1.4 This lease does not include any below ground mineral rights, wind power rights or recreational rights.

#### 2. Rent.

- 2.2 Rent shall be paid by Tenant to Landlord on or before March  $15^{\rm th}$  of each year.
  - Water and water rights.
- 1 Ramos 2020 Farm Lease (Dryland)

- 3.1 Landlord shall have no obligation to provide oct 29 2020 irrigation water to the Property.
- 3.2 Tenant has no obligation to provide irrigation QNEP to the Property, however Tenant may at its sole discretion supply water, and if Tenant chooses to do so, Tenant shall, at its sole expense, whether acting on its own accord or by agreement with an irrigation district or other entity, secure from the Oregon Water Resources Department (the "Department") a permit, certificate, or other authorization for the use of water on the Property (the "Water Rights"). Landlord shall cooperate with Tenant, and/or any irrigation district or other entity as may be necessary, in the application process and shall not object to or otherwise oppose Tenant's application. At Tenant's request, Landlord shall sign all documents and take all actions reasonably necessary or desirable to enable Tenant, and/or any irrigation district or other entity, to obtain any and all needed authorizations for the use of water on all or any part of the Property.
- 3.3 Tenant may in its sole discretion cease supplying water to the Property at any time. In particular, Tenant shall at all times have the right, in its sole discretion and at its sole expense, to forfeit, cancel, amend, or transfer to land other than the Property all or any part of the Water Rights. At Tenant's request, Landlord shall promptly sign all documents and take all actions reasonably necessary or desirable to enable Tenant, and/or an irrigation district or other entity, to complete any such forfeiture, cancellation, amendment, or transfer, none of which Landlord shall object to or otherwise oppose. If Landlord fails or neglects to sign necessary documents, Landlord hereby irrevocably authorizes Tenant to sign such documents on Landlord's behalf.
- 3.4 Landlord shall have no right, title or interest in or to the water or the Water Rights which Tenant brings to the Property nor to the irrigation equipment, infrastructure, or systems installed by Tenant (all collectively "Irrigation Systems"). Any Irrigation Systems which Tenant believes are necessary for the delivery of water to the Property shall at all times belong to Tenant who may remove any and all such systems within 180 days of the expiration or termination of this lease, unless otherwise agreed by Landlord and Tenant in writing signed by both parties. Upon such removal, Tenant shall reasonably restore the Property.

OCT 2 9 2020

- 3.5 Landlord shall have no responsibility MRD any costs associated with installation, maintenance, repair, or removal of Irrigation Systems placed on the Property by Tenant.
- 3.6 Tenant shall supply and pay for all electricity Systems necessary to provide water to the Irrigation Systems and to operate the system.
- 3.7 Tenant acknowledges that Landlord is working on a water project ("Water Project") that could involve the Property. Tenant further acknowledges it shall have no interest in the Water Project during the term of the lease. Landlord warrants that the Water Project will not impact Tenant's water rights or farming operations.
  - 4 Government farm programs; crop insurance.
- 4.1 All payments received as a result of current government farm programs of any kind related to the Property and related to the time period of the term of this lease, shall belong, 100 percent, to Landlord, if provided for and allowed under the current programs.
- 4.2 Any payments made pursuant to any crops insurance programs shall belong, 100 percent, to Tenant, and no amount shall be claimed by or be payable to Landlord.
  - 5. Chemicals and other substances.

No fertilizer, herbicide, pesticide, poison or chemical, except those approved by the USDA or the Agriculture, shall be applied by Tenant to the Property or crops growing thereon.

#### Farming practices.

- 6.1 Tenant shall use the Property in a good husbandlike manner. Tenant shall conduct its operations so as to not unduly weaken, deplete or devitalize the soil or cause erosion by wind or water. Tenant shall take all reasonable steps to prevent the growth or spread of noxious weeds or plants, including rye, and shall keep the premises in a tidy condition throughout the Term of this lease.
- 6.2 Notwithstanding the foregoing, absent the parties entering into a written agreement stating otherwise, Tenant shall have no obligation to improve the condition of the Property insofar as tidiness or the presence of noxious weeds or plants are concerned, and shall only be required to maintain

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those conditions at the same general level as they existed at the commencement of the term set forth in Section 1 hereof OWRD

6.3 Tenant shall pay all costs in connection with the production of its crops and its operations on the Property, including, but not limited to, the costs of labor, fertilizer and chemicals, seed, harvesting, and other farm expenses.

#### 7. Access.

Landlord shall supply Tenant with reasonable access to the Property.

#### 8. Taxes.

Landlord shall pay all real property taxes due upon the Property and all assessments and governmental charges imposed or assessed against the Property. Landlord shall also pay all personal property taxes due on personal property of the Landlord.

#### 9. Liens.

Tenant shall pay when due all claims for work done for services rendered on, or materials furnished to, the Property at Tenant's request and shall keep the Property free of any liens arising out of any failure to pay such claims or arising out of any other activity of Tenant. If the Property is subjected to any lien because of activities of Tenant and the lien is not discharged within ten days, Landlord may discharge the lien and recover the costs from Tenant on demand plus interest at the rate of 5 percent per annum from the date of expenditure. Such action by Landlord shall not constitute a waiver of any right or remedy which Landlord may have on account of Tenant's default. Tenant may in good faith contest the lien, but in so doing, shall at all times protect the Property from foreclosure by, if necessary, posting substitute security as allowed or required by law.

#### 10. Condition of the Property during term of lease.

- 10.1 Tenant shall maintain the Property in as good a condition as received at the commencement of the term, and shall not commit or permit any waste on it.
- 10.2 Tenant has no obligation to cultivate, plow or till the ground prior to quitting the Property at the termination of

**OWRD** 

this lease. It is agreed that Tenant may quit the premises at the termination with the remaining foliage left in the fields.

#### 11. Liability.

- 11.1 Tenant shall indemnify, defend, and hold harmless Landlord from any claim, loss or liability arising out of or related to any activity of Tenant on the Property, or arising out of any condition on the Property created by Tenant.
- 11.2 Landlord shall indemnify, defend, and hold harmless Tenant from any claim, loss or liability arising out of or related to any activity of Landlord on the Property, or arising out of any condition of the Property created by Landlord at any time.
- 11.3 Before going into possession of the Property, Tenant shall procure, and during the term of this lease shall continue to carry, public liability and property damage insurance with liability limits of not less than \$2,000,000, single limit, for injury to persons and property arising out of Tenant's activities in relation to the Property. Landlord (Ramos Brothers Ranch, Inc.) shall be named in such policy as an additional insured.

#### 12. Default; Remedies.

- 12.1 Failure of either party to comply with any term or condition or to fulfill any obligation of this lease within ten days after written notice from the other party specifying the nature of the default with reasonable particularity shall be an Event of Default. If the default is of such a nature that it cannot be completely remedied within the ten-day period, the party will not be in default if the party begins correction of the default within the ten-day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. Notwithstanding the foregoing, if a party violates the same provision of this lease more than three times in any given twelve month period, then the fourth violation within that same period will constitute an immediate Event of Default for which no further notice or cure period need be granted by the other party.
- 12.2 For any Event of Default, the parties shall have all remedies and defenses as may be available at law or in equity.

#### 13. Time of essence.

Time is of the essence of the performance of the obligations of this lease.

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#### 14. Relationship of the parties.

This lease is not intended to, nor does it, create a partnership, joint venture, or any other relationship between the parties other than that of Landlord and Tenant. Neither party shall have the authority to obligate the other party, and neither party shall represent that it has such authority.

#### 15. Notices.

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

The addresses are:

If to Tenant, then to: AgriNorthwest

Attn: Amy Nadeau

6716 W Rio Grande Ave, Kennewick, WA 99336

If to Landlord, then to: Ramos Brothers Ranch, Inc.

Attn: Bink Ramos

PO Box 308

Echo, OR 97826

#### 16. Alterations and additions.

Tenant may make such alterations or additions on the Property as may be necessary to accommodate any irrigation system which Tenant elects to install or operate. Tenant may also prepare and construct farm roads in support of Tenant's farming activities. Otherwise, Tenant shall not without the consent of Landlord make, or permit to be made, any other additions or alterations to the Property, or any part thereof. Should Landlord and Tenant agree to any such other addition or alteration of the premises, they may at such time agree upon the terms and conditions upon which such additions and/or

alterations shall be made, and such agreement shall be reduced to writing.

#### 17. Hunting rights.

During the term of this lease Landlord will retain all rights to hunting and recreation on the subject property.

#### 18. Miscellaneous.

## 18.1 Landlord's right of entry; liability for use of Property.

- 18.1.1 The Landlord may go on the Property at any time to inspect the Property, provided Landlord does so in a reasonable manner which does not harm the growing crops or interfere with the farming activities of Tenant.
- 18.1.2 Landlord shall be responsible to pay Tenant for any damage or interference caused by Landlord or by persons on the Property through authority (whether direct or indirect) granted by Landlord.

#### 18.2 Covenants of title.

Landlord covenants that Landlord owns the Property and that Landlord has full right and authority to lease the premises described herein for the stated Term.

#### 18.3 Assignment and sublease.

Upon written notice to the Landlord, Tenant may assign this lease or sublease any portion of the Property to another entity.

#### 18.4. Attorney's fees.

In case litigation is instituted to enforce or interpret the terms hereof, the losing party shall pay to the prevailing party its reasonable attorney's fees and court costs, its expert witness fees, and costs of any necessary title reports, as may be determined as reasonable by the court, including all such costs, attorney's fees, and expenses as may be incurred on appeal.

#### 18.5 Venue/jurisdiction.

The parties agree that unless the law compels otherwise, venue for any lawsuit arising out of, or related to, this lease shall be in Umatilla County, Oregon. It is further agreed that exclusive jurisdiction for any litigation shall be in the

Circuit Court of the State of Oregon, the parties permanently waiving the jurisdiction of any other court.

#### 18.6 Amendments.

This lease shall be enforced as written. It may be modified or amended only by a writing signed by both parties.

#### 18.7 Successors in interest.

Subject to the limitation on assignment by Tenant, this lease shall be binding upon and inure to the benefit of the parties, their successors and assigns.

#### 18.8 Non-waiver.

Failure by either party to require performance by the other of any term of this lease shall not be held to be a waiver of any succeeding breach or a waiver of this non-waiver clause.

[Remainder of page intentionally left blank]



The parties have entered into this lease and by their signatures state their intent to be bound by its terms as of January 1, 2019.

LANDLORD: Ramos Brothers Ranch, Inc.

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Its: President of Corporation

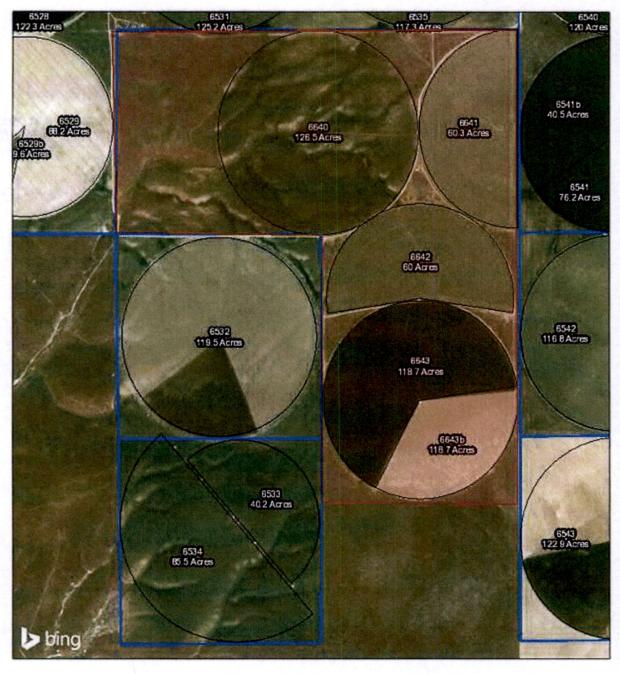
TENANT: AgReserves, Inc., dba AgriNorthwest

By: Nohum Pat Tolman



#### Exhibit A

### OWRD



Field	Acres	Crop	Legal Description
6640	123.6	Field Corn	T3N R29E SEC13/14
6641	61.2	Field Corn	T3N R29E SEC13
6642	58	Potatoes	T3N R29E SEC13/24
6643	117.8	<b>Grass Seed</b>	T3N R29E SEC24
	360.6		



### CASH FARM LEASE REESE / HALE FARMS

**OWRD** 

THIS LEASE is made and executed on OCTOBER 01, 2016 by and between <u>DON</u> <u>REESE</u>, ("Lessor") and <u>HALE FARMS, LLC</u>, an Oregon corporation, ("Lessee").

### SECTION ONE Demise, Description and Use of Premises

Lessor demises and lets to Lessee, to occupy, use, graze, cultivate and farm that certain real estate generally defined as that property outlined by multi-diagonal lines on the map attached as Exhibit "A", including approximately 320 gross acres and 320 acres cultivated for farming, including two fields (fields #507 and #508) which may be irrigated by Lessee, and more fully described directly below ("Leased Premises");

The Northeast Quarter of Section 8; located in Township 3 North, Range 30, East of the Willamette Meridian, Umatilla County, Oregon.

The Southeast Quarter of Section 8; located in Township 3 North, Range 30, East of the Willamette Meridian, Umatilla County, Oregon.

This Farm Lease does not include any below ground mineral rights, wind-power rights or other rights to alternative energy sources.

### SECTION ONE.ONE Ground To Be Cultivated and Farmed

The Lease Premises are currently cultivated and may be more or less acres than the 320 acres noted above.

#### SECTION TWO Term

The term of this lease shall commence on October 1, 2016 and shall continue for five (5) crop years until: (a) all farm crops for the 2021 crop year that are being raised on the Leased Premises have been harvested, if any, or (b) November 1, 2021, whichever event shall first occur.

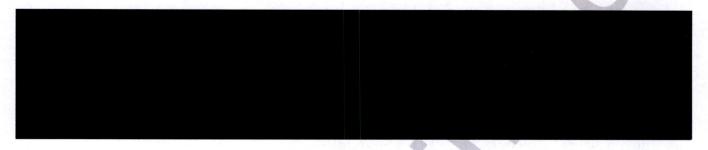
#### SECTION TWO.ONE First Right of Refusal

During the term of this Lease and six months after expiration or termination of same, Lessee has the right to match the terms and conditions of any legitimate offer to lease part or all of the subject premises, which Lessor is willing to accept, within ten (10) business days of written notification by Lessor of said offer to lease. If Lessee fails to notify Lessor in writing of Lessee's intent to lease, within such ten (10) business day period, Lessor may lease to a third party. Lessor shall have no obligation to lease any portion of the premises.

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#### SECTION THREE Binding Effect

The provisions of this lease shall be binding on the heirs, executors, administrators and assigns of both Lessor and Lessee in like manner as upon the original parties, unless modified in writing by mutual agreement.



### SECTION FOUR.ONE Water and Water Rights

Lessee may at its sole discretion supply water to the Leased Premises ("the Water"). Lessee has no obligation to provide Water to the Lease Premises. If Lessee chooses to supply Water to the Leased Premises, Lessee shall, at its own expense, whether acting on its own or by agreement with an irrigation district or other entity acting on Lessee's behalf, shall secure from the Oregon Water Resources Department (the "Department") a permit, certificate, or other authorization for the use of Water on the Leased Premises (the "Water Rights"). Lessor shall cooperate with Lessee, and/or any irrigation district or other entity acting on Lessee's behalf, in the application process and shall not object to or otherwise oppose Lessee's application. At Lessee's request, Lessor shall sign all documents and take all actions reasonably necessary or desirable to enable Lessee, and/or any irrigation district or other entity acting on Lessee's behalf, to obtain from the Department authorization for the use of Water on all or part of the Leased Premises.

Lessee may in its sole discretion cease supplying Water to the Leased Premises. In particular, Lessee shall at all times have the right, in its sole discretion and at its expense, to forfeit, cancel, amend, or transfer to land other than the Leased Premises all or any part of the Water Rights. At Lessee's request, Lessor shall promptly sign all documents and take all actions reasonably necessary or desirable to enable Lessee, and/or any irrigation district or other entity acting on Lessee's behalf, to complete any such forfeiture, cancellation, amendment, or transfer. Lessor shall not object to or otherwise oppose any such forfeiture, cancellation, amendment, or transfer.

Lessor shall have no right, title, or interest in or to the Water, the Water Rights.

### SECTION FOUR.TWO Irrigation Systems

Lessee shall pay for and install any and all irrigation systems which Lessee believes are necessary for the delivery of water to the Leased Premises that Lessee my farm from time to time. All and any such installation shall belong to Lessee.

Lessee may remove any and all such systems installed by Lessee within 180 days of the expiration or termination of the Lease, unless otherwise agreed by both Lessee and Lessor.

Lessee does not make any representations or warranties, but specifically excludes all representations of warranty, with regard to water.

Lessee shall be solely responsible for and will pay for the maintenance and repair of the irrigation systems on the Premises including the pivots, pumps and motors.

Lessee shall pay all power costs incurred to deliver irrigation water to the Premises.

Lessor shall have no right, title, or interest in or to the Irrigation Systems or other infrastructure used to deliver water to the Lease Premises pursuant to the terms of the Water Rights.

### SECTION FIVE Taxes

Lessor shall pay all real estate taxes, personal property taxes, assessments, and governmental charges imposed or assessed against the premises.

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### SECTION SIX Government Farm Programs

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All payments received as a result of any government farm programs of any kind; on the subject premises shall be ONE HUNDRED PERCENT (100%) LESSEE'S payments and no amount shall go to LESSOR.

### SECTION SEVEN Net Lease

This agreement is intended to be a net lease so that Lessor shall receive the crop rental and all sums required to be paid or delivered hereunder without deduction, claim or offset by Lessee or others, except as expressly provided herein.

#### SECTION EIGHT Permissible Uses

All operations in furtherance of the use and purpose or purposes for which the premises are leased shall be carried on and conducted in an efficient and husbandlike manner and in accordance with the best practices and husbandry generally employed and practiced in the area.

Lessee shall not use, or permit to be used, the leased premises, or any part thereof, for any illegal purpose or use.

Lessee shall be solely responsible for determining annual crop rotations and the crops to be planted, and irrigated if any.



#### SECTION NINE Waste



Lessee shall not commit waste on, or damage to, the premises, and will use due care to prevent others from so doing; nor shall Lessee itself use the premises for any unlawful purpose, nor allow any other personal to do so.

#### SECTION TEN Farming

Lessee shall seasonably plant, fertilize, tend, and harvest crops on the farm during the crop years of this lease in a good husbandlike manner. Lessee shall conduct its operations so as to not unduly weaken, deplete or devitalize the soil or cause erosion by wind or water. Lessee shall take all reasonable steps to prevent the growth or spread of noxious weeds or plants, including rye, and shall keep the premises in a tidy condition throughout the term of this lease. Lessee shall work to remove trees and brush from southwest corner of property to potentially increase cultivated acres and clean up the fence line on west boarder of property.

Lessee shall pay all costs in connection with the production of the crops and operation of the premises, including but not limited to, the cost of labor, fertilizer and chemicals, seed, harvesting, and other farm expenses.

### SECTION ELEVEN Alterations or Additions

Lessee shall not without the consent of Lessor, make, or permit to be made, any additions to or alterations of the premises, or any part thereof.

Should Lessor, from time to time, agree to any addition or alteration of the premises, Lessor and Lessee may at such time or times agree upon the terms and conditions upon which such additions and/or alterations shall be made, and such agreement shall determine the rights of the parties in and to such specific addition and/or alteration made under each such agreement.

#### SECTION TWELVE Lessor's Right of Entry

Lessor reserves the right during the term of this lease, its agents, employees or it assigns to enter upon the premises and all parts thereof, at any reasonable time or times for the purpose of inspection, consultation with the Lessee, making repairs or improvements, posting notices, and for all lawful purposes whatsoever.

#### SECTION TWELVE.ONE Lessee's Right of Entry

Lessee reserves the right during the term of this lease, its agents, employees or it assigns to construct roads for the hauling of Lessor's and Lessee's commodities. No Construction of new roads shall occur without Lessor's prior consent, which consent shall not be unreasonably withheld.

### SECTION THIRTEEN Indemnification

Lessee agrees to hold Lessor harmless and keep it free, during the term of this lease and all extensions thereof, from any and all liability and claim for damages arising out of injury to persons and property while in or upon the leased premises, or the approaches thereto.

#### SECTION FOURTEEN Insurance

Liability Insurance. During the term of this Lease, Lessee shall maintain public liability and property damage insurance within limits of not less than \$2,000,000 for injury to persons and property. Such insurance shall cover all risks arising directly or indirectly out of Lessee's activities on or any condition of the property, shall protect Lessee against the claims of Lessor on account of obligations assumed by Lessee; and shall protect Lessor and Lessee against claims of third persons. Such policy shall be written in such form, with such terms and by such insurance companies reasonably acceptable to Lessor. Lessee shall deliver to Lessor certificates of coverage from each insurer containing the stipulation that coverage will not be canceled or diminished without a minimum of ten days written notice to Lessor.

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### SECTION FIFTEEN Assignment or Subletting

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Upon written notice to the Landlord, Tenant may assign this lease or sublease any portion of the Property.

### SECTION SIXTEEN Waiver by Lessor of Breach by Lessee

The waiver by Lessor of a breach of any covenant or condition of this lease shall not constitute a waiver of such covenant or other covenant or condition of this lease; and the acceptance of rent by Lessor, with or without knowledge of a previous breach, shall not be deemed a waiver of a previous breach or breaches, by the Lessee of any covenant or condition contained in this lease, other than the one for which payment is so accepted.

### SECTION SEVENTEEN Lessor Remedies on Default by Lessee

Lessee agrees that in the event it should continue to be in default, after thirty (30) days written notice specifying the nature of the default, of the performance of any of the terms, covenants and/or conditions of this lease, or have otherwise breached the same, Lessor may in addition to every remedy now or hereafter available to it at law or in equity have the rights and remedies herein set forth and the same shall be deemed cumulative and not exclusive of those available to it at law or in equity.

Upon continued default by the Lessee, after thirty (30) days written notice specifying the nature of the default, of any of the terms, conditions or covenants of this lease, the Lessor shall have the right to terminated this lease upon written notice to the Lessee as provided in Section Nineteen hereof.



Lessor shall have the right also to re-enter the premises without affecting thereby the termination of this lease by giving notice as provided in Section Twenty Four hereof and may, either before or after such re-entry, so long as the default of the Lessee continue, terminate this lease or relet the premises.

At their election, Lessor may terminate this lease or, without terminating it, relet the premises or any part thereof, upon such terms and conditions, and at such rental as to it may seem advisable, and from time to time. The terms of such reletting may be for a term beyond the term of this lease.

Lessor shall have the right to, at Lessee's expense, alter said premises, or any part thereof, and put the premises in good condition and repair.

Upon such reletting, Lessor may elect: (1) to hold Lessee immediately reliable to it (a) for its expenses of reletting, altering and repairing the premises; (b) for the amount by which the rent reserved in this lease for the period of reletting (not exceeding the term of this lease, however) exceeds the amount agreed to by the new Lessees, to be paid as rent for the relet premises; (c) for all indebtedness due under this lease; or (2) indebtedness (other than rent) due to Lessee to it; (b) second, to the payment of expenses incurred by it in repairing and altering the premises, and in reletting the same; (c) third, to the payment of rent due under this lease as it shall become due and payable hereunder.

### SECTION EIGHTEEN Time of Essence

Time is of the essence of this lease.

### SECTION NINETEEN Relationship of the Parties

This lease is not intended to and does not create a partnership, joint venture or any relationship between the parties other than that of Lessor and Lessee, and neither party shall have authority to obligate the other.

### SECTION TWENTY Costs and Attorneys Fees

In the event Lessor or Lessee shall take any action, judicial or otherwise, to enforce or interpret any of the terms of this lease, the prevailing party shall be entitled to recover from the other party all expenses which it may reasonably incur in taking such action, including but not limited to costs incurred in searching for records, the cost of title reports, surveyors reports and foreclosure reports and attorneys fees, whether incurred in a suit or action or appeal from judgment or decree therein or in connection with nonjudicial action.

### SECTION TWENTY ONE Hunting

Lessor has all rights to hunting on the subject property. Hunting shall not interfere with or adversely impact Lessee's farming operations.

### SECTION TWENTY TWO Notice

Notice for any and all purposes under the terms of this agreement shall be deemed given when properly addressed and deposited in the U.S. Mail with postage prepaid thereon. All notices shall be mailed to the parties at the following addresses:

Don Reese Post Office Box 245 Echo, Oregon 97826 (509) 220-2310

Hale Farms, LLC. 73120 Highway 207 Echo, Oregon 97826 (541) 376-5055

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SECTION TWENTY THREE Liens

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Except as otherwise described herein, Lessee shall not create or permit to be created or to remain, and promptly will discharge, any and all liens, encumbrances or charges which might be or become a lien, encumbrance or charge upon the premises or any part thereof. Lessee shall be responsible for full compliance with all terms and conditions contained in any easements and rights-of-way.

**IN WITNESS WHEREOF**, the parties have executed this lease at Echo, Oregon, the day and year first above written.

LESSOR:

Don Reese

By:

LESSEE:

Hale Farms, LLC

By

# EXHIBIT "A" PREMISES MAP



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October 28, 2020

Ms. Teri Hranac Oregon Water Resources Department 725 Summer Street NE, Suite A Salem, OR 97301

RE:

Application for Surface Water Allocation of Conserved Water

Certificates 95154 and 95155

#### Dear Teri:

On behalf of the applicant, Farmland Reserve, Inc., please find enclosed an Application for Surface Water Allocation of Conserved Water involving Certificates 95154 and 95155. Please also find enclosed a check in the amount of \$1,570 for payment of the application filing fee.

If you have any questions regarding the enclosed application, you can reach me at 971-200-8509. Please copy me on any correspondence regarding this application.

Sincerely,

Theodore R. Ressler, RG, CWRE

GSI Water Solutions, Inc.

**Enclosures:** 

Application for Surface Water Allocation of Conserved Water

Check #24538 in the amount of \$1,570

CC:

Dave Armstrong – Farmland Reserve, Inc. Jens Rasmussen – AgriNorthwest, Inc.

OCT 29 2020