

Application for Permanent Water Right Transfer

Part 1 of 5 – Minimum Requirements Checklist

This transfer application will be returned if Parts 1 through 5 and all required attachments are not completed and included.

For questions, please call (503) 986-0900, and ask for Transfer Section.

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

- Part 1 – Completed Minimum Requirements Checklist.
- Part 2 – Completed Transfer Application Map Checklist.
- Part 3 – Application Fee, payable by check to the Oregon Water Resources Department, and completed Fee Worksheet, page 3. Try the new online fee calculator at: http://apps.wrd.state.or.us/apps/misc/wrd_fee_calculator. If you have questions, call Customer Service at (503) 986-0801.
- Part 4 – Completed Applicant Information and Signature.
- Part 5 – Information about Water Rights to be Transferred: **How many water rights are to be transferred? 3 List them here: Certificates 29446, 32695, & 39204**
Please include a separate Part 5 for each water right. (See instructions on page 6)

Attachments:

- Completed Transfer Application Map.
- Completed Evidence of Use Affidavit and supporting documentation.
- N/A Affidavit(s) of Consent from Landowner(s) (if the applicant does not own the land the water right is on.)
- N/A Supplemental Form D – For water rights served by or issued in the name of an irrigation district. Complete when the transfer applicant is not the irrigation district.
- N/A Oregon Water Resources Department’s Land Use Information Form with approval and signature (or signed land use form receipt stub) from each local land use authority in which water is to be diverted, conveyed, and/or used. Not required if water is to be diverted, conveyed, and/or used only on federal lands or if **all** of the following apply: a) a change in place of use only, b) no structural changes, c) the use of water is for irrigation only, and d) the use is located within an irrigation district or an exclusive farm use zone.
- N/A Water Well Report/Well Log for changes in point(s) of appropriation (well(s)) or additional point(s) of appropriation.
- N/A Geologist Report for a change from a surface water point of diversion to a ground water point of appropriation (well), if the proposed well is more than 500’ from the surface water source and more than 1000’ upstream or downstream from the point of diversion. See OAR 690-380-2130 for requirements and applicability.

(For Staff Use Only)

WE ARE RETURNING YOUR APPLICATION FOR THE FOLLOWING REASON(S):

<input type="checkbox"/> Application fee not enclosed/insufficient	<input type="checkbox"/> Map not included or incomplete
<input type="checkbox"/> Land Use Form not enclosed or incomplete	<input type="checkbox"/> Evidence of Use Form not enclosed or incomplete
<input type="checkbox"/> Additional signature(s) required	<input type="checkbox"/> Part _____ is incomplete

Other/Explanation _____

Staff: _____ 503-986-0____ Date: ____/____/____

Part 2 of 5 – Transfer Application Map

Your transfer application will be returned if any of the map requirements listed below are not met.

Please be sure that the transfer application map you submit includes all the required items and matches the existing water right map. Check all boxes that apply.

- N/A Certified Water Right Examiner (CWRE) Stamp and Original Signature. For a list of CWREs, see http://apps.wrd.state.or.us/apps/wr/cwre_license_view/. CWRE stamp and signature are not required for substitutions.
- N/A If **more than three** water rights are involved, separate maps are needed for each water right.
- Permanent quality printed with dark ink on good quality paper.
- The size of the map can be 8½ x 11 inches, 8½ x 14 inches, 11 x 17 inches, or up to 30 x 30 inches. For 30 x 30 inch maps, one extra copy is required.
- A north arrow, a legend, and scale.
- The scale of the map must be: 1 inch = 400 feet, 1 inch = 1,320 feet, the scale of the Final Proof/Claim of Beneficial Use Map (the map used when the permit was certificated), the scale of the county assessor map if the scale is not smaller than 1 inch = 1,320 feet, or a scale that has been pre-approved by the Department.
- Township, Range, Section, ¼ ¼, DLC, Government Lot, and other recognized public land survey lines.
- Tax lot boundaries (property lines) are required. Tax lot numbers are recommended.
- Major physical features including rivers and creeks showing direction of flow, lakes and reservoirs, roads, and railroads.
- Major water delivery system features from the point(s) of diversion/appropriation such as main pipelines, canals, and ditches.
- Existing place of use that includes separate hachuring for each water right, priority date, and use including number of acres in each quarter-quarter section, government lot, or in each quarter-quarter section as projected within government lots, donation land claims, or other recognized public land survey subdivisions. If less than the entirety of the water right is being changed, a separate hachuring is needed for lands left unchanged.
- N/A Proposed place of use that includes separate hachuring for each water right, priority date, and use including number of acres in each quarter-quarter section, government lot, or in each quarter-quarter section as projected within government lots, donation land claims, or other recognized public land survey subdivisions.
- Existing point(s) of diversion or well(s) with distance and bearing or coordinates from a recognized survey corner. This information can be found in your water right certificate or permit.
- N/A If you are proposing a change in point(s) of diversion or well(s), show the proposed location and label it clearly with distance and bearing or coordinates. If GPS coordinates are used, latitude-longitude coordinates may be expressed as either degrees-minutes-seconds with at least one digit after the decimal (example – 42°32'15.5") or degrees-decimal with five or more digits after the decimal (example – 42.53764°).

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Part 4 of 5 – Applicant Information and Signature

Applicant Information

APPLICANT/BUSINESS NAME Perrydale Hills Vineyard, LLC Samuel Coelho, Manager			PHONE NO. 503.881.5116	ADDITIONAL CONTACT NO.
ADDRESS PO Box 710				FAX NO.
CITY AMITY	STATE OREGON	ZIP 97101	E-MAIL SAMUEL@PERRYDALEHILLSVINEYARD.COM	
BY PROVIDING AN E-MAIL ADDRESS, CONSENT IS GIVEN TO RECEIVE ALL CORRESPONDENCE FROM THE DEPARTMENT ELECTRONICALLY. COPIES OF THE FINAL ORDER DOCUMENTS WILL ALSO BE MAILED.				

Agent Information – The agent is authorized to represent the applicant in all matters relating to this application.

AGENT/BUSINESS NAME JEANNE BOATWRIGHT			PHONE NO. 503.363.9225	ADDITIONAL CONTACT NO.
ADDRESS BOATWRIGHT ENGINEERING, INC. 2613 12TH STREET SE				FAX NO.
CITY SALEM	STATE OREGON	ZIP 97302	E-MAIL JEANNE@BOATWRIGHTENGR.COM	
BY PROVIDING AN E-MAIL ADDRESS, CONSENT IS GIVEN TO RECEIVE ALL CORRESPONDENCE FROM THE DEPARTMENT ELECTRONICALLY. COPIES OF THE FINAL ORDER DOCUMENTS WILL ALSO BE MAILED.				

Explain in your own words what you propose to accomplish with this transfer application, and why:

Arrange the irrigation area into a uniform block and move it south on the property.

If you need additional space, continue on a separate piece of paper and attach to the application as "Attachment 1".

Check One Box

- By signing this application, I understand that, upon receipt of the draft preliminary determination and prior to Department approval of the transfer, I will be required to provide landownership information and evidence that I am authorized to pursue the transfer as identified in OAR 690-380-4010(5); **OR**
- I affirm the applicant is a municipality as defined in ORS 540.510(3)(b) and that the right is in the name of the municipality or a predecessor; **OR**
- I affirm the applicant is an entity with the authority to condemn property and is acquiring by condemnation the property to which the water right proposed for transfer is appurtenant and have supporting documentation.

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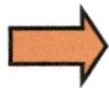
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By my signature below, I confirm that I understand:

- Prior to Department approval of the transfer application, I may be required to submit payment to the Department for publication of a notice in a newspaper with general circulation in the area where the water right is located, once per week for two consecutive weeks. If more than one qualifying newspaper is available, I suggest publishing the notice in the following newspaper: **Polk County Itemizer-Observer**.
- Amendments to the application may only be made in response to the Department's Draft Preliminary Determination (DPD). The applicant will have a period of at least 30 days to amend the application to address any issues identified by the Department in the DPD, or to withdraw the application. Note that amendments may be subject to additional fees, pursuant to ORS 536.050.
- Failure to complete an approved change in place of use and/or change in character of use, will result in loss of the water right (OAR 690-380-6010).

I (we) affirm that the information contained in this application is true and accurate.




Applicant signature

Samuel Coelho, Manager, Perrydale Hills Vineyard, LLC
Print Name (and Title if applicable)

11-16-20
Date

Is the applicant the sole owner of the land on which the water right, or portion thereof, proposed for transfer is located? Yes No *If NO, include signatures of all deeded landowners (and mailing and/or e-mail addresses if different than the applicant's) or attach affidavits of consent (and mailing and/or e-mail addresses) from all landowners or individuals/entities to which the water right(s) were conveyed.*

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Check the following boxes that apply:

- The applicant is responsible for completion of change(s). Notices and correspondence should continue to be sent to the applicant.
- The receiving landowner will be responsible for completing the proposed change(s) after the final order is issued. Copies of notices and correspondence should be sent to this landowner.
- Both the receiving landowner and applicant will be responsible for completion of change(s). Copies of notices and correspondence should be sent to this landowner and the applicant.

At this time, are the lands in this transfer application in the process of being sold? Yes No

If YES, and you know who the new landowner will be, please complete the receiving landowner information table below. If you do not know who the new landowner will be, then a request for assignment will have to be filed for at a later date.

If a property sells, the certificated water right(s) located on the land belong to the new owner, unless a sale agreement or other document states otherwise. For more information see:

https://www.oregon.gov/owrd/WRDFormsPDF/Transfer_Property_Transactions.pdf

RECEIVING LANDOWNER NAME NA			PHONE NO.	ADDITIONAL CONTACT NO.
ADDRESS				FAX NO.
CITY	STATE	ZIP	E-MAIL	

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Describe any special ownership circumstances here: **NONE**

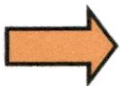
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- Check here if any of the water rights proposed for transfer are or will be located within or served by an irrigation or other water district. **(Tip: Complete and attach Supplemental Form D.)**

IRRIGATION DISTRICT NAME	ADDRESS		
CITY	STATE	ZIP	

- Check here if water for any of the rights supplied under a water service agreement or other contract for stored water with a federal agency or other entity.

ENTITY NAME	ADDRESS		
CITY	STATE	ZIP	



To meet State Land Use Consistency Requirements, you must list all county, city, municipal corporation, or tribal governments within whose jurisdiction water will be diverted, conveyed or used.

ENTITY NAME POLK COUNTY COMMUNITY DEVELOPMENT DEPARTMENT, PLANNING DIVISION	ADDRESS 850 MAIN STREET		
CITY DALLAS	STATE OREGON	ZIP 97338	

ENTITY NAME	ADDRESS		
CITY	STATE	ZIP	

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Part 5 of 5 – Water Right Information

Please use a separate Part 5 for each water right being changed. See instructions on page 6, to copy and paste additional Part 5s, or to add additional rows to tables within the form.

CERTIFICATE # 29446

Description of Water Delivery System

System capacity: **0.15** cubic feet per second (cfs) **OR**
 _____ gallons per minute (gpm)

Describe the current water delivery system or the system that was in place at some time within the last five years. Include information on the pumps, canals, pipelines, and sprinklers used to divert, convey, and apply the water at the authorized place of use. **15 hp pump and motor with self-cleaning fish screen, 4" PVC mainline, big gun w/18 mm nozzle.**

Table 1. Location of Authorized and Proposed Point(s) of Diversion (POD) or Appropriation (POA)

(Note: If the POD/POA name is not specified on the certificate, assign it a name or number here.)

POD/POA Name or Number	Is this POD/POA Authorized on the Certificate or is it Proposed?	If POA, OWRD Well Log ID# (or Well ID Tag # L-___)	Twp	Rng	Sec	¼	¼	Tax Lot, DLC or Gov't Lot	Measured Distances (from a recognized survey corner)		
POD	<input checked="" type="checkbox"/> Authorized <input type="checkbox"/> Proposed	NA	6	S	4	W	14	SW	NW	46	SW¼-NW¼, WITHIN EADES DLC 47, SEC 14 T6S, R5W, WM. (10' N & 1100" E FROM NW CORNER KIMSEY DLC per Certificate 39204)

Check all type(s) of change(s) proposed below (change "CODES" are provided in parentheses):

- | | |
|--|---|
| <input checked="" type="checkbox"/> Place of Use (POU) | <input type="checkbox"/> Supplemental Use to Primary Use (S to P) |
| <input type="checkbox"/> Character of Use (USE) | <input type="checkbox"/> Point of Appropriation/Well (POA) |
| <input type="checkbox"/> Point of Diversion (POD) | <input type="checkbox"/> Additional Point of Appropriation (APOA) |
| <input type="checkbox"/> Additional Point of Diversion (APOD) | <input type="checkbox"/> Substitution (SUB) |
| <input type="checkbox"/> Surface Water POD to Ground Water POA (SW/GW) | <input type="checkbox"/> Government Action POD (GOV) |

Will all of the proposed changes affect the entire water right?

- Yes Complete only the Proposed ("to" or "on" lands) section of Table 2 on the next page. Use the "CODES" listed above to describe the proposed changes.
- No Complete all of Table 2 to describe the portion of the water right to be changed.

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Please use and attach additional pages of Table 2 as needed.
See page 6 for instructions.

Do you have questions about how to fill-out the tables?
Contact the Department at 503-986-0900 and ask for Transfer Staff.

Table 2. Description of Changes to Water Right Certificate # 29446

List the change proposed for the acreage in each ¼ ¼. If more than one change is proposed, specify the acreage associated with each change.
If there is more than one POD/POA involved in the proposed changes, specify the acreage associated with each POD/POA.

AUTHORIZED (the "from" or "off" lands)										PROPOSED (the "to" or "on" lands)										
The listing that appears on the certificate BEFORE PROPOSED CHANGES										The listing as it would appear AFTER PROPOSED CHANGES										
List only that part or portion of the water right that will be changed.										are made.										
Twp	Rng	Sec	¼ ¼	Tax Lot	Gvt Lot or DLC	Acres	Type of USE listed on Certificate	POD(s) or POA(s) (name or number from Table 1)	Priority Date	Twp	Rng	Sec	¼ ¼	Tax Lot	Gvt Lot or DLC	Acres	New Type of USE	POD(s)/ POA(s) to be used (from Table 1)	Priority Date	
EXAMPLE																				
2	S	9	E	15	NW	100	Irrigation	POD #1 POD #2	1901	2	S	9	E	1	NW	500	1	10.0	POD #5	1901
6	S	5	W	14	SW	601	IR	POD	1958	6	S	5	W	14	SW	601	46	0.36	POD	1958
															SE	601	46	0.6	POD	1958
															NE	601	46	0.27	POD	1958
															NW	601	46	2.75	POD	1958
TOTAL ACRES: 3.98										TOTAL ACRES: 3.98										

Additional remarks: NONE

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For Place of Use or Character of Use Changes

Are there other water right certificates, water use permits or ground water registrations associated with the "from" or the "to" lands? Yes No

If YES, list the certificate, water use permit, or ground water registration numbers: _____.



Pursuant to ORS 540.510, any "layered" water use such as an irrigation right that is supplemental to a primary right proposed for transfer must be included in the transfer or be cancelled. Any change to a ground water registration must be filed separately in a ground water registration modification application.

For Substitution (ground water supplemental irrigation will be substituted for surface water primary irrigation)

Ground water supplemental Permit or Certificate # _____;

Surface water primary Certificate # _____.

For a change from Supplemental Irrigation Use to Primary Irrigation Use

Identify the primary certificate to be cancelled. Certificate # _____

For a change in point(s) of appropriation (well(s)) or additional point(s) of appropriation:

Well log(s) are attached for each authorized and proposed well(s) that are clearly labeled and associated with the corresponding well(s) in Table 1 above and on the accompanying application map.

Tip: You may search for well logs on the Department's web page at:

http://apps.wrd.state.or.us/apps/gw/well_log/Default.aspx

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AND/OR

Describe the construction of the authorized and proposed well(s) in Table 3 for any wells that do not have a well log. For *proposed wells not yet constructed or built*, provide "a best estimate" for each requested information element in the table. The Department recommends you consult a licensed well driller, geologist, or certified water right examiner to assist with assembling the information necessary to complete Table 3.

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Table 3. Construction of Point(s) of Appropriation

Any well(s) in this listing must be clearly tied to corresponding well(s) described in Table 1 and shown on the accompanying application map. Failure to provide the information will delay the processing of your transfer application until it is received. The information is necessary for the department to assess whether the proposed well(s) will access the same source aquifer as the authorized point(s) of appropriation (POA). The Department is prohibited by law from approving POA changes that do not access the same source aquifer.

Proposed or Authorized POA Name or Number	Is well already built? (Yes or No)	If an existing well: OWRD Well ID Tag No. L-_____	Total well depth	Casing Diameter	Casing Intervals (feet)	Seal depth(s) (intervals)	Perforated or screened intervals (in feet)	Static water level of completed well (in feet)	Source aquifer (sand, gravel, basalt, etc.)	Well -specific rate (cfs or gpm). If less than full rate of water right
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Part 5 of 5 – Water Right Information

Please use a separate Part 5 for each water right being changed. See instructions on page 6, to copy and paste additional Part 5s, or to add additional rows to tables within the form.

CERTIFICATE # 32695

Description of Water Delivery System

System capacity: **0.15** cubic feet per second (cfs) **OR**
 _____ gallons per minute (gpm)

Describe the current water delivery system or the system that was in place at some time within the last five years. Include information on the pumps, canals, pipelines, and sprinklers used to divert, convey, and apply the water at the authorized place of use. **15 hp pump and motor with self-cleaning fish screen, 4" PVC mainline, big gun w/18 mm nozzle.**

Table 1. Location of Authorized and Proposed Point(s) of Diversion (POD) or Appropriation (POA)
 (Note: If the POD/POA name is not specified on the certificate, assign it a name or number here.)

POD/POA Name or Number	Is this POD/POA Authorized on the Certificate or is it Proposed?	If POA, OWRD Well Log ID# (or Well ID Tag # L-___)	Twp	Rng	Sec	¼	¼	Tax Lot, DLC or Gov't Lot	Measured Distances (from a recognized survey corner)
POD	<input checked="" type="checkbox"/> Authorized <input type="checkbox"/> Proposed	NA	6 S	4 W	14	SW	NW	46	SW¼-NW¼, WITHIN EADES DLC 47, SEC 14 T6S, R5W, WM. (10' N & 1100" E FROM NW CORNER KIMSEY DLC per Certificate 39204)

Check all type(s) of change(s) proposed below (change "CODES" are provided in parentheses):

- | | |
|--|---|
| <input checked="" type="checkbox"/> Place of Use (POU) | <input type="checkbox"/> Supplemental Use to Primary Use (S to P) |
| <input type="checkbox"/> Character of Use (USE) | <input type="checkbox"/> Point of Appropriation/Well (POA) |
| <input type="checkbox"/> Point of Diversion (POD) | <input type="checkbox"/> Additional Point of Appropriation (APOA) |
| <input type="checkbox"/> Additional Point of Diversion (APOD) | <input type="checkbox"/> Substitution (SUB) |
| <input type="checkbox"/> Surface Water POD to Ground Water POA (SW/GW) | <input type="checkbox"/> Government Action POD (GOV) |

Will all of the proposed changes affect the entire water right?

- Yes Complete only the Proposed ("to" or "on" lands) section of Table 2 on the next page. Use the "CODES" listed above to describe the proposed changes.
- No Complete all of Table 2 to describe the portion of the water right to be changed.

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Please use and attach additional pages of Table 2 as needed.
See page 6 for instructions.

Do you have questions about how to fill-out the tables?
Contact the Department at 503-986-0900 and ask for Transfer Staff.

Table 2. Description of Changes to Water Right Certificate # 32695

List the change proposed for the acreage in each ¼ ¼. If more than one change is proposed, specify the acreage associated with each change.
If there is more than one POD/POA involved in the proposed changes, specify the acreage associated with each POD/POA.

AUTHORIZED (the "from" or "off" lands)										PROPOSED (the "to" or "on" lands)												
The listing that appears on the certificate BEFORE PROPOSED CHANGES List only that part or portion of the water right that will be changed.										The listing as it would appear AFTER PROPOSED CHANGES are made.												
Twp	Rng	Sec	¼ ¼	Tax Lot	Gvt Lot or DLC	Acres	Type of USE listed on Certificate	POD(s) or POA(s) (name or number from Table 1)	Priority Date	Twp	Rng	Sec	¼ ¼	Tax Lot	Gvt Lot or DLC	Acres	New Type of USE	POD(s)/ POA(s) to be used (from Table 1)	Priority Date			
EXAMPLE																						
2	S	9	E	15	NW	100	Irrigation	POD #1 POD #2	1901	POU/POD	2	S	9	E	1	NW	NW	500	1	10.0	POD #5	1901
6	S	5	W	14	SW	601	IR	POD	1963	POU	6	S	5	W	14	NW	SW	601	46	3.28	POD	1963
TOTAL ACRES: 3.28										TOTAL ACRES: 3.28												

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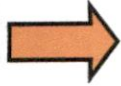
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Additional remarks: _____.

For Place of Use or Character of Use Changes

Are there other water right certificates, water use permits or ground water registrations associated with the "from" or the "to" lands? Yes No

If YES, list the certificate, water use permit, or ground water registration numbers: _____.



Pursuant to ORS 540.510, any "layered" water use such as an irrigation right that is supplemental to a primary right proposed for transfer must be included in the transfer or be cancelled. Any change to a ground water registration must be filed separately in a ground water registration modification application.

For Substitution (ground water supplemental irrigation will be substituted for surface water primary irrigation)

Ground water supplemental Permit or Certificate # _____;

Surface water primary Certificate # _____.

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For a change from Supplemental Irrigation Use to Primary Irrigation Use

Identify the primary certificate to be cancelled. Certificate # _____

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For a change in point(s) of appropriation (well(s)) or additional point(s) of appropriation:

Well log(s) are attached for each authorized and proposed well(s) that are clearly labeled and associated with the corresponding well(s) in Table 1 above and on the accompanying application map.

Tip: You may search for well logs on the Department's web page at:

http://apps.wrd.state.or.us/apps/gw/well_log/Default.aspx

AND/OR

Describe the construction of the authorized and proposed well(s) in Table 3 for any wells that do not have a well log. For *proposed wells not yet constructed or built*, provide "a best estimate" for each requested information element in the table. The Department recommends you consult a licensed well driller, geologist, or certified water right examiner to assist with assembling the information necessary to complete Table 3.

Table 3. Construction of Point(s) of Appropriation

Any well(s) in this listing must be clearly tied to corresponding well(s) described in Table 1 and shown on the accompanying application map. Failure to provide the information will delay the processing of your transfer application until it is received. The information is necessary for the department to assess whether the proposed well(s) will access the same source aquifer as the authorized point(s) of appropriation (POA). The Department is prohibited by law from approving POA changes that do not access the same source aquifer.

Proposed or Authorized POA Name or Number	Is well already built? (Yes or No)	If an existing well: OWRD Well ID Tag No. L-____	Total well depth	Casing Diameter	Casing Intervals (feet)	Seal depth(s) (intervals)	Perforated or screened intervals (in feet)	Static water level of completed well (in feet)	Source aquifer (sand, gravel, basalt, etc.)	Well-specific rate (cfs or gpm). If less than full rate of water right

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Part 5 of 5 – Water Right Information

Please use a separate Part 5 for each water right being changed. See instructions on page 6, to copy and paste additional Part 5s, or to add additional rows to tables within the form.

CERTIFICATE # 39204

Description of Water Delivery System

System capacity: **0.15** cubic feet per second (cfs) **OR**
 _____ gallons per minute (gpm)

Describe the current water delivery system or the system that was in place at some time within the last five years. Include information on the pumps, canals, pipelines, and sprinklers used to divert, convey, and apply the water at the authorized place of use. **15 hp pump and motor with self-cleaning fish screen, 4" PVC mainline, big gun w/18 mm nozzle.**

Table 1. Location of Authorized and Proposed Point(s) of Diversion (POD) or Appropriation (POA)
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POD/POA Name or Number	Is this POD/POA Authorized on the Certificate or is it Proposed?	If POA, OWRD Well Log ID# (or Well ID Tag # L-____)	Twp	Rng	Sec	¼	¼	Tax Lot, DLC or Gov't Lot	Measured Distances (from a recognized survey corner)
POD	<input checked="" type="checkbox"/> Authorized <input type="checkbox"/> Proposed	NA	6 S	4 W	14	SW	NW	46	SW¼-NW¼, WITHIN EADES DLC 47, SEC 14 T6S, R5W, WM. (10' N & 1100" E FROM NW CORNER KIMSEY DLC per Certificate 39204)

Check all type(s) of change(s) proposed below (change "CODES" are provided in parentheses):

- | | |
|---|---|
| <input checked="" type="checkbox"/> Place of Use (POU)
<input type="checkbox"/> Character of Use (USE)
<input type="checkbox"/> Point of Diversion (POD)
<input type="checkbox"/> Additional Point of Diversion (APOD)
<input type="checkbox"/> Surface Water POD to Ground Water POA (SW/GW) | <input type="checkbox"/> Supplemental Use to Primary Use (S to P)
<input type="checkbox"/> Point of Appropriation/Well (POA)
<input type="checkbox"/> Additional Point of Appropriation (APOA)
<input type="checkbox"/> Substitution (SUB)
<input type="checkbox"/> Government Action POD (GOV) |
|---|---|

Will all of the proposed changes affect the entire water right?

- Yes Complete only the Proposed ("to" or "on" lands) section of Table 2 on the next page. Use the "CODES" listed above to describe the proposed changes.
- No Complete all of Table 2 to describe the portion of the water right to be changed.

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Please use and attach additional pages of Table 2 as needed.
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Do you have questions about how to fill-out the tables?
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Table 2. Description of Changes to Water Right Certificate # 39204

List the change proposed for the acreage in each ¼ ¼. If more than one change is proposed, specify the acreage associated with each change. If there is more than one POD/POA involved in the proposed changes, specify the acreage associated with each POD/POA.

AUTHORIZED (the "from" or "off" lands)										PROPOSED (the "to" or "on" lands)									
The listing that appears on the certificate BEFORE PROPOSED CHANGES List only that part or portion of the water right that will be changed.										The listing as it would appear AFTER PROPOSED CHANGES are made.									
Twp	Ring	Sec	¼ ¼	Gvt Tax Lot/Lot or DLC	Acreage	Type of USE listed on Certificate	POD(s) or POA(s) (name or number from Table 1)	Priority Date	Proposed Changes (see "CODES" from previous page)	Twp	Ring	Sec	¼ ¼	Gvt Tax Lot/Lot or DLC	Acreage	New Type of USE	POD(s)/ POA(s) to be used (from Table 1)	Priority Date	
EXAMPLE																			
2	S	9	E	15	NW	100				15.0	Irrigation	POD #1 POD #2	1901						
6	S	5	W	14	NW	602	47	0.01	IR			POD	1970						
6	S	5	W	14	SW	602	47	4.99	IR			POD	1970						
TOTAL ACRES: 5.0										TOTAL ACRES: 5.0									

Additional remarks: The Final Proof Survey performed in 1972 shows 0.2 acres in the NW-NW and 4.8 acres in the SW-NW of Sec 14. Property boundary surveys for the neighboring property to the north in 2008 and for applicant's property in 2009 found, or established, the Donation Land Claim corners, section lines, and the creek location in the area. The aerial photograph, DFP-1P-140 was noted on all three Final Proof Survey maps (surveys performed between 1961 and 1972) on the applicant's property as an aid, or basis, for determining the irrigated area. A copy of this photograph was acquired by Boatwright Engineering, Inc. Regarding this particular water right, the north line of the field and the creek line surveyed creek location, the visible location on the DFP-1P-140 photo, and the 1994 and 2019 Google Earth aerial photography, the creek location has not changed since the Final Proof Surveys were performed. This section of Salt Creek is the Reservoir pool for the Walker-Van-Otten Dam (Certificate 30028, priority 1958) and is downstream of the Campbell Dam (Certificate 53008, priority 1931) both of which, most likely, keep the alignment stable. The acres by 1/4 -1/4 in the table above reflect the location as determined by using the two recent property line field surveys and all of the aerial photographs cited above.

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For Place of Use or Character of Use Changes

Are there other water right certificates, water use permits or ground water registrations associated with the "from" or the "to" lands? Yes No

If YES, list the certificate, water use permit, or ground water registration numbers:_____.



Pursuant to ORS 540.510, any "layered" water use such as an irrigation right that is supplemental to a primary right proposed for transfer must be included in the transfer or be cancelled. Any change to a ground water registration must be filed separately in a ground water registration modification application.

or Substitution (ground water supplemental irrigation will be substituted for surface water primary irrigation)

Ground water supplemental Permit or Certificate # _____;

Surface water primary Certificate # _____.

For a change from Supplemental Irrigation Use to Primary Irrigation Use

Identify the primary certificate to be cancelled. Certificate # _____

For a change in point(s) of appropriation (well(s)) or additional point(s) of appropriation:

Well log(s) are attached for each authorized and proposed well(s) that are clearly labeled and associated with the corresponding well(s) in Table 1 above and on the accompanying application map.

Tip: You may search for well logs on the Department's web page at:

http://apps.wrd.state.or.us/apps/gw/well_log/Default.aspx

AND/OR

Describe the construction of the authorized and proposed well(s) in Table 3 for any wells that do not have a well log. For *proposed wells not yet constructed or built*, provide "a best estimate" for each requested information element in the table. The Department recommends you consult a licensed well driller, geologist, or certified water right examiner to assist with assembling the information necessary to complete Table 3.

Table 3. Construction of Point(s) of Appropriation

Any well(s) in this listing must be clearly tied to corresponding well(s) described in Table 1 and shown on the accompanying application map. Failure to provide the information will delay the processing of your transfer application until it is received. The information is necessary for the department to assess whether the proposed well(s) will access the same source aquifer as the authorized point(s) of appropriation (POA). The Department is prohibited by law from approving POA changes that do not access the same source aquifer.

Proposed or Authorized POA Name or Number	Is well already built? (Yes or No)	If an existing well: OWRD Well ID Tag No. L-___	Total well depth	Casing Diameter	Casing Intervals (feet)	Seal depth(s) (intervals)	Perforated or screened intervals (in feet)	Static water level of completed well (in feet)	Source aquifer (sand, gravel, basalt, etc.)	Well-specific rate (cfs or gpm). If less than full rate of water right

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Application for Water Right Transfer

Evidence of Use Affidavit



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

Please print legibly or type. Be as specific as possible. Attach additional pages if you need more spacing. Supporting documentation must be attached.

State of Oregon)
) ss
 County of Marion)

I, **Samuel Coelho**, in my capacity as **manager of Perrydale Hills Vineyard, LLC, property owner**, mailing address **11775 W. Perrydale Road Amity, Oregon 97101** telephone number **503.881.5116**, being first duly sworn depose and say:

1. My knowledge of the exercise or status of the water right is based on (check one):

- Personal observation Professional expertise

2. I attest that:

- Water was used during the previous five years on the **entire** place of use for Certificate #**29446**; **OR**
- My knowledge is specific to the use of water at the following locations within the last five years:

Certificate #	Township	Range	Mer	Sec	¼ ¼	Gov't Lot or DLC	Acres (if applicable)


OR

- Confirming Certificate # ____ has been issued within the past five years; **OR**
- Part or all of the water right was leased instream at some time within the last five years. The instream lease number is: ____ (Note: If the entire right proposed for transfer was not leased, additional evidence of use is needed for the portion not leased instream.); **OR**
- The water right is not subject to forfeiture and documentation that a presumption of forfeiture for non-use would be rebutted under ORS 540.610(2) is attached.
- Water has been used at the actual current point of diversion or appropriation for more than 10 years for Certificate # ____ (For Historic POD/POA Transfers)

(continues on reverse side)

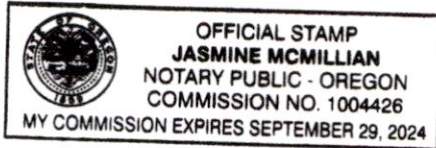
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 13561
 OWRD

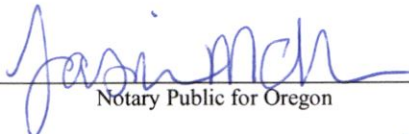
3. The water right was used for: (e.g., crops, pasture, etc.): **hemp**
4. I understand that if I do not attach one or more of the documents shown in the table below to support the above statements, my application will be considered incomplete.


 Signature of Affiant

11-16-20
 Date

Signed and sworn to (or affirmed) before me this 16 day of November 2020.




 Notary Public for Oregon
 My Commission Expires: 09/29/2024

Supporting Documents	Examples
<input type="checkbox"/> Copy of a water right certificate that has been issued within the last five years. (not a remaining right certificate) <input checked="" type="checkbox"/> Copies of receipts from sales of irrigated crops or for expenditures related to use of water	Copy of confirming water right certificate that shows issue date <ul style="list-style-type: none"> • Power usage records for pumps associated with irrigation use • Fertilizer or seed bills related to irrigated crops • Farmers Co-op sales receipt
<input type="checkbox"/> Records such as FSA crop reports, irrigation district records, NRCS farm management plan, or records of other water suppliers	<ul style="list-style-type: none"> • District assessment records for water delivered • Crop reports submitted under a federal loan agreement • Beneficial use reports from district • IRS Farm Usage Deduction Report • Agricultural Stabilization Plan • CREP Report
<input type="checkbox"/> 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.terra-server.com
<input type="checkbox"/> Approved Lease establishing beneficial use within the last 5 years	Copy of instream lease or lease number

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(503)228-6322 or 1-800-542-8818
portlandgeneral.com

Account # 2390360000

Previous Amount Due 413.17
Payments 413.17 CR
Balance Forward 0.00
Current Charges 470.39

Do Not Pay

Service Address:
PERRYDALE HILLS VINEYARD LLC
11775 W PERRYDALE RD
AMITY, OR 97101-2446

Cycle: 12

AMOUNT DUE \$470.39
Due date for current bill 08/05/19

This month's charges (Turn over for details)

Meter # 31038075AB, Schedule 47

Energy Charges (2508 kWh) 462.46
Adjustments 6.99 CR

455.47
Total Taxes and Fees 14.92

Current Energy Charges 470.39

Your energy use

Meter # 31038075AB

Schedule 47

Service Period Meter Reading
07/18/19 6045
06/18/19 3537

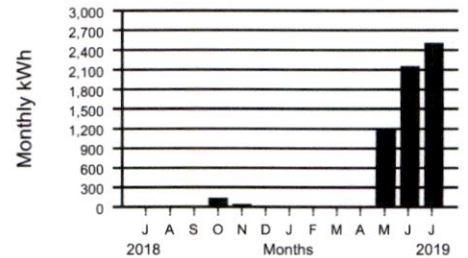
30 days of service 2508 kWh

This bill is for your records only, *please do not pay.*

Thank you for your payment.

Period Ending	Avg Daily Temperature*	Monthly kWh	Monthly Cost
Jul 2019	64	2508	470.39
Jul 2018	N/A	0	36.05

*Temperature source: McMinnville Municipal Airport



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Please detach and return this portion with your payment.

P.O. Box 4438
Portland, OR 97208-4438

12

2390360000
Account Number

Auto Pay **Due Date: 08/05/19**
Amount Due: \$470.39
Do Not Pay

PERRYDALE HILLS VINEYARD LLC
PO BOX 710
AMITY OR 97101-0710

Questions? Call 1-800-542-8818 or
portlandgeneral.com

PGE

1251239036000070000000470390000004703907

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Details of this month's charges

Meter # 31038075AB, Schedule 47, SPID 3270533431

Basic Charge	37.00
Energy Use Charge (2,508.000 kWh x \$0.07094)	177.92
Demand Charge (14.000 KW x \$0.00)	0.00
Transmission Charge (2,508.000 kWh x \$0.00213)	5.34
Distribution Charge (700.000 kWh x \$0.11099)	77.69
Distribution Charge (1,808.000 kWh x \$0.09099)	164.51
Subtotal - Energy Charges	462.46
102 RPA Exchange Credit (2,508.000 kWh x \$-0.0085)	21.32 CR
105 Regulatory Adjustments (2,508.000 kWh x \$0.00014)	0.35
109 Energy Efficiency Funding Adj (2,508.000 kWh x \$0.00629)	15.78
110 Energy Efficiency Customer Svc (2,508.000 kWh x \$0.0001)	0.25
112 Customer Engagement Transformation Adjustment (2,508.000 kWh x \$0.0005)	1.25
123 Decoupling Adjustment (2,508.000 kWh x \$0.00021)	0.53
132 Federal Tax Reform Credit (2,508.000 kWh x \$-0.00272)	6.82 CR
135 Demand Response (2,508.000 kWh x \$0.00048)	1.20
136 Community Solar Start-Up Cost Recovery (2,508.000 kWh x \$0.00007)	0.18
137 Solar Payment Option Cost Recov (2,508.000 kWh x \$0.00053)	1.33
143 Spent Fuel Adjustment (2,508.000 kWh x \$-0.00018)	0.45 CR
145 Boardman Decommissioning Adj (2,508.000 kWh x \$0.00029)	0.73
Subtotal - Adjusting Schedules	6.99 CR
	455.47
Low Income Assistance	1.73
Public Purpose Charge (3%)	13.19
Subtotal - Taxes and Fees	14.92
Current Energy Charges	470.39

*Your Federal Columbia Benefits are supplied by Bonneville Power Administration (BPA).

Need help? We're here for you

Online: portlandgeneral.com

Phone:

- **Customer Service:** 800-542-8818
- **Outages and downed lines:** 800-544-1795
- **Oregon Relay:** (deaf, hard-of-hearing, blind-deaf, speech-disabled): 711

Choose your way to pay

- **Online**:** portlandgeneral.com
- **Automated phone system**:** 800-542-8818
- **Western Union®** locations (fee)
- **PGE Community Offices:**
 - (Open Mon.-Fri., 9 a.m.-5 p.m.)
 - Gresham: 335 NE Roberts Ave.
 - Hillsboro: 2567 SE Tualatin-Valley Hwy.
 - SE Portland: 4000 SE 82nd Ave., Suite 1600
 - Salem: 3304 Lancaster Dr. NE
 - Woodburn: 2079 Progress Way

- **Mail:** (include bill stub)
P.O. Box 4438
Portland, OR 97208-4438

**24-hour options

Paying by check: You are authorizing PGE to convert your check to an electronic debit.

Late payment: A late payment charge of 2.0% may be applied to past-due bills. If you're struggling to pay your bill, call us at 800-542-8818, or visit portlandgeneral.com. Energy assistance may also be available by calling 211.

Fraud alert: Beware of calls, texts or people at your door demanding immediate payment. All PGE employees carry photo identification. Call us to check.

Adjustments: Approved by the Oregon Public Utility Commission, adjustments are separate from your basic energy charges and often change. For details, call customer service.

Public Purpose Charge: The Public Purpose Charge funds energy-efficiency and renewable power programs as well as energy conservation assistance to schools and low-income residents. Energy Trust of Oregon, Oregon Housing and Community Services Dept. and various education service districts administer the money.

Thank you. We appreciate your business.

Need to stop or move service? Go online to portlandgeneral.com/startstopmove or call us at 800-542-8818.

Update your mailing or email address online at portlandgeneral.com/myaccount or call us at 800-542-8818.

Get this bill online. Our Paperless Bill is simple, secure and sustainable. Sign up at portlandgeneral.com/paperless.

Join us to support Oregon Energy Fund, a statewide charitable organization that provides energy assistance to thousands of Oregonians in times of financial crisis. To give a neighbor a helping hand, visit OregonEnergyFund.org.

We partner with Energy Trust to help you save. We share some customer information with Energy Trust of Oregon, a nonprofit organization that helps Oregonians save energy. Energy Trust only uses this information to design, evaluate and improve service to customers. For details, visit portlandgeneral.com/datashare.

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FARM LEASE

Date: April 29, 2019

Landlord: Samuel Coelho
P.O. Box 710
Amity, Oregon 97101

Tenant: Justin Meduri
25200 S Central Point Rd.
Canby, OR 97013

The parties agree as follows:

1. Lease of Real Property

Landlord leases to Tenant approximately thirty (30) acres of bare ground in Polk County, Oregon, commonly known as 11775 W Perrydale Road, Amity. The Property includes irrigation related improvements located on the real property and access to the leased ground, and irrigation (the "Property").

2. Term

2.1 Initial Term

The term of this Lease shall commence and Tenant shall be entitled to possession on April 22, 2019 (the "**Commencement Date**"), and shall continue until December 31, 2019, unless sooner terminated as provided herein.

2.2 Renewal

There is no right to renew for additional lease terms, unless and until both parties mutually agree to extend to a new term.

3. Rent

Tenant shall pay to Landlord as cash rent the sum of Fifteen Hundred Dollars (\$1,500.00) per planted acre. Rent shall be paid as follows: The first payment of Fifteen Thousand Dollars (\$15,000.00) shall be paid on or before the execution of this lease agreement; additional payments of Five Thousand Dollars (\$5,000.00) shall be paid on or before the first (1st) day of June, July and August, at the address of Landlord indicated above or at such other place as may be designated by Landlord by written notice to Tenant. Rent is paid when received in hand by Landlord, and Tenant shall have a Ten (10) day grace period within which to get the rent payment to Landlord.

4. Use of the Property

The Property shall be used only for agricultural and related purposes.

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5. Taxes

Landlord, during the lease term, shall pay before delinquency all real property taxes levied against the Property and improvements located on the Property.

6. Water Rights and Irrigation Charges

Tenant shall pay as due all charges for water/irrigation service used upon the Property subject to this Lease. If applicable, Tenant shall maintain minimum use of water/irrigation rights, so their existence is not jeopardized for nonuse.

7. Maintenance of the Property; Waste

7.1 Good Husbandry

Tenant shall farm the Property in accordance with the principles of good husbandry, shall conserve its resources and shall maintain it in a high state of cultivation.

7.2 Conservation of Property

Tenant shall perform plowing, seeding, cultivating and harvesting in an efficient manner consistent with the conservation of the Property.

7.3 Erosion

Tenant shall cultivate the Property in a manner which will avoid erosion and will not interfere with any existing subsurface drainage systems.

7.4 Maintenance of Watercourses and Roads

Tenant shall maintain all ditches, culverts, watercourses, roads and roadways in as good a condition as at the commencement of this Lease.

7.5 Irrigation Equipment

Tenant shall maintain and repair at Tenant's expense all irrigation equipment and other equipment as part of this Lease, and turn the same over to Landlord at the expiration of this Lease or any extension of this Lease in as good condition as at the commencement hereof, ordinary wear and tear excepted. All such items shall be in good operating condition when returned.

7.6 Other Repairs and Maintenance

Tenant shall do all repairs and maintenance on the improvements on the Property to maintain them in the same condition as they were at the commencement of this Lease.

7.7 Waste

Tenant shall not suffer or commit any waste to the Property.

7.8 Hazardous Substances

Tenant shall not use, store, generate or dispose of any hazardous wastes or toxic substances as defined in 42 USC § 90, 601-9657 or ORS Chapter 466 on the Property except in accordance with applicable laws and regulations. Tenant shall indemnify, defend and hold Landlord harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities, losses or attorney fees which arise during or after the lease term as a result of contamination by hazardous wastes or toxic materials as a result of Tenant's use or activities, or Tenant's agents or contractors. This indemnity shall survive the expiration or earlier termination of this Lease.

8. Insurance & Licensing

Tenant shall insure Landlord and Tenant for liability arising out of any act, failure to act or condition upon the Property. Such policy shall have limits of not less than One Million Dollars (\$1,000,000) and shall name Landlord as an additional insured thereunder. Tenant shall obtain all licensing and registrations necessary in order to grow the crop on the Property.

9. Indemnity

Tenant shall indemnify and hold Landlord harmless from any and all claims of every nature which may arise from injury to person or property arising from the use of the Property, including those resulting from Landlord's own negligence.

10. Assignability

This Lease is entered into in part because of the mutual respect and trust the parties have with each other. Tenant shall not, without Landlord's prior written consent, which may not be unreasonably withheld, assign, sublet or permit any other person or persons to occupy or use the Property.

11. Default

11.1 Default

Should Tenant fail to do anything as required by this Lease, Landlord may terminate this Lease by giving Tenant notice in writing specifying Tenant's default. If Tenant shall not cure that default within thirty (30) days, this Lease shall automatically be terminated and Landlord may reenter the Property and take possession of it and remove all persons and things from the Property; provided, however, that Tenant may harvest any growing crops.

11.2 Landlord's Remedies

The right of termination and reentry given to Landlord by this Lease shall be in addition to all other rights Landlord may have by law, including Landlord's right to declare all rents for the entire period due in full, and the right to sue for specific performance of the terms of this Lease. Landlord may proceed with more than one remedy at the same time, and if Landlord selects one remedy it shall not preclude the choice of another remedy.

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12. Attorneys' Fees and Costs

If suit or action is instituted, or an appeal taken therefrom, in connection with any controversy arising out of this Lease, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorneys' fees.

13. Miscellaneous

13.1 Time is of the Essence

Time is of the essence of the performance of each of the obligations under this Lease.

13.2 Waiver

Waiver by Landlord or Tenant of the strict performance of any term or covenant of this Lease, or of the timely payment of any rent due, or any right under this Lease, shall not be a continuing waiver.

13.3 Binding Effect

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.

13.4 "As Is"

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

13.5 Notices

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

13.6 Peaceable Surrender

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

13.7 Jurisdiction

The parties hereby submit to jurisdiction in Yamhill County, Oregon and agree that any and all disputes arising out of or related to this Lease shall be litigated exclusively in the Circuit Court for Yamhill County, Oregon and in no federal court or court of another county or state. Each

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party to this Lease further agrees that pursuant to such litigation, the party and the party's officers, employees, and other agents shall appear, at that party's expense, for deposition in Yamhill County, Oregon.

13.8 Rule of Construction

Any rule of construction interpreting this instrument against its drafter shall be inapplicable.

IN WITNESS WHEREOF, the parties have signed this Lease as of the date first written above.

LANDLORD:



Samuel Coelho

TENANT:



David j meduri (May 1, 2019)

Justin Meduri

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Application for Water Right Transfer

Evidence of Use Affidavit



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

Please print legibly or type. Be as specific as possible. Attach additional pages if you need more spacing. Supporting documentation must be attached.

State of Oregon)
) ss
 County of Maxim)

I, **Samuel Coelho**, in my capacity as **manager of Perrydale Hills Vineyard, LLC, property owner**, mailing address **11775 W. Perrydale Road Amity, Oregon 97101** telephone number **503.881.5116**, being first duly sworn depose and say:

1. My knowledge of the exercise or status of the water right is based on (check one):
- Personal observation Professional expertise

2. I attest that:

- Water was used during the previous five years on the **entire** place of use for Certificate #**32695**; **OR**
- My knowledge is specific to the use of water at the following locations within the last five years:

Certificate #	Township	Range	Mer	Sec	¼ ¼	Gov't Lot or DLC	Acres (if applicable)

OR

- Confirming Certificate # ____ has been issued within the past five years; **OR**
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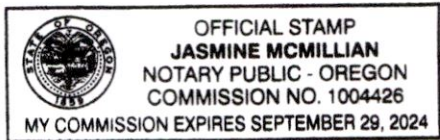
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FS

3. The water right was used for: (e.g., crops, pasture, etc.): **hemp**
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]
Signature of Affiant

11-16-20
Date

Signed and sworn to (or affirmed) before me this 16 day of November, 2020.



[Signature]
Notary Public for Oregon

My Commission Expires: 09/29/2024

Supporting Documents	Examples
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<input type="checkbox"/> Aerial photos containing sufficient detail to establish location and date of photograph	<p>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.</p> <p>Sources for aerial photos: OSU – www.oregonexplorer.info/imagery OWRD – www.wrd.state.or.us Google Earth – earth.google.com TerraServer – www.terra-server.com</p>
<input type="checkbox"/> Approved Lease establishing beneficial use within the last 5 years	Copy of instream lease or lease number

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(503)228-6322 or 1-800-542-8818
portlandgeneral.com

Account # 2390360000

Do Not Pay

Previous Amount Due 413.17
Payments 413.17 CR
Balance Forward 0.00
Current Charges 470.39

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PERRYDALE HILLS VINEYARD LLC
11775 W PERRYDALE RD
AMITY, OR 97101-2446

Cycle: 12

AMOUNT DUE \$470.39
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This month's charges (Turn over for details)

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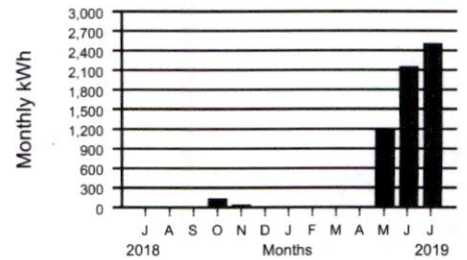
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*Temperature source: McMinnville Municipal Airport



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Account Number

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portlandgeneral.com

PGE

1251239036000070000000470390000004703907

13561

Details of this month's charges

Meter # 31038075AB, Schedule 47, SPID 3270533431

Basic Charge	37.00
Energy Use Charge (2,508.000 kWh x \$0.07094)	177.92
Demand Charge (14.000 KW x \$0.00)	0.00
Transmission Charge (2,508.000 kWh x \$0.00213)	5.34
Distribution Charge (700.000 kWh x \$0.11099)	77.69
Distribution Charge (1,808.000 kWh x \$0.09099)	164.51
Subtotal - Energy Charges	462.46
102 RPA Exchange Credit (2,508.000 kWh x \$-0.0085)	21.32 CR
105 Regulatory Adjustments (2,508.000 kWh x \$0.00014)	0.35
109 Energy Efficiency Funding Adj (2,508.000 kWh x \$0.00629)	15.78
110 Energy Efficiency Customer Svc (2,508.000 kWh x \$0.0001)	0.25
112 Customer Engagement Transformation Adjustment (2,508.000 kWh x \$0.0005)	1.25
123 Decoupling Adjustment (2,508.000 kWh x \$0.00021)	0.53
132 Federal Tax Reform Credit (2,508.000 kWh x \$-0.00272)	6.82 CR
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136 Community Solar Start-Up Cost Recovery (2,508.000 kWh x \$0.00007)	0.18
137 Solar Payment Option Cost Recov (2,508.000 kWh x \$0.00053)	1.33
143 Spent Fuel Adjustment (2,508.000 kWh x \$-0.00018)	0.45 CR
145 Boardman Decommissioning Adj (2,508.000 kWh x \$0.00029)	0.73
Subtotal - Adjusting Schedules	6.99 CR
	455.47
Low Income Assistance	1.73
Public Purpose Charge (3%)	13.19
Subtotal - Taxes and Fees	14.92
Current Energy Charges	470.39

*Your Federal Columbia Benefits are supplied by Bonneville Power Administration (BPA).

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Gresham: 335 NE Roberts Ave.
Hillsboro: 2567 SE Tualatin-Valley Hwy.
SE Portland: 4000 SE 82nd Ave., Suite 1600
Salem: 3304 Lancaster Dr. NE
Woodburn: 2079 Progress Way
- **Mail:** (include bill stub)
P.O. Box 4438
Portland, OR 97208-4438

**24-hour options

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Fraud alert: Beware of calls, texts or people at your door demanding immediate payment. All PGE employees carry photo identification. Call us to check.

Adjustments: Approved by the Oregon Public Utility Commission, adjustments are separate from your basic energy charges and often change. For details, call customer service.

Public Purpose Charge: The Public Purpose Charge funds energy-efficiency and renewable power programs as well as energy conservation assistance to schools and low-income residents. Energy Trust of Oregon, Oregon Housing and Community Services Dept. and various education service districts administer the money.

Thank you. We appreciate your business.

Need to stop or move service? Go online to portlandgeneral.com/startstopmove or call us at 800-542-8818.

Update your mailing or email address online at portlandgeneral.com/myaccount or call us at 800-542-8818.

Get this bill online. Our Paperless Bill is simple, secure and sustainable. Sign up at portlandgeneral.com/paperless.

Join us to support Oregon Energy Fund, a statewide charitable organization that provides energy assistance to thousands of Oregonians in times of financial crisis. To give a neighbor a helping hand, visit OregonEnergyFund.org.

We partner with Energy Trust to help you save. We share some customer information with Energy Trust of Oregon, a nonprofit organization that helps Oregonians save energy. Energy Trust only uses this information to design, evaluate and improve service to customers. For details, visit portlandgeneral.com/datashare.

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FARM LEASE

Date: April 29, 2019

Landlord: Samuel Coelho
P.O. Box 710
Amity, Oregon 97101

Tenant: Justin Meduri
25200 S Central Point Rd.
Canby, OR 97013

The parties agree as follows:

1. Lease of Real Property

Landlord leases to Tenant approximately thirty (30) acres of bare ground in Polk County, Oregon, commonly known as 11775 W Perrydale Road, Amity. The Property includes irrigation related improvements located on the real property and access to the leased ground, and irrigation (the "**Property**").

2. Term

2.1 Initial Term

The term of this Lease shall commence and Tenant shall be entitled to possession on April 22, 2019 (the "**Commencement Date**"), and shall continue until December 31, 2019, unless sooner terminated as provided herein.

2.2 Renewal

There is no right to renew for additional lease terms, unless and until both parties mutually agree to extend to a new term.

3. Rent

Tenant shall pay to Landlord as cash rent the sum of Fifteen Hundred Dollars (\$1,500.00) per planted acre. Rent shall be paid as follows: The first payment of Fifteen Thousand Dollars (\$15,000.00) shall be paid on or before the execution of this lease agreement; additional payments of Five Thousand Dollars (\$5,000.00) shall be paid on or before the first (1st) day of June, July and August, at the address of Landlord indicated above or at such other place as may be designated by Landlord by written notice to Tenant. Rent is paid when received in hand by Landlord, and Tenant shall have a Ten (10) day grace period within which to get the rent payment to Landlord.

4. Use of the Property

The Property shall be used only for agricultural and related purposes.

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5. Taxes

Landlord, during the lease term, shall pay before delinquency all real property taxes levied against the Property and improvements located on the Property.

6. Water Rights and Irrigation Charges

Tenant shall pay as due all charges for water/irrigation service used upon the Property subject to this Lease. If applicable, Tenant shall maintain minimum use of water/irrigation rights, so their existence is not jeopardized for nonuse.

7. Maintenance of the Property; Waste

7.1 Good Husbandry

Tenant shall farm the Property in accordance with the principles of good husbandry, shall conserve its resources and shall maintain it in a high state of cultivation.

7.2 Conservation of Property

Tenant shall perform plowing, seeding, cultivating and harvesting in an efficient manner consistent with the conservation of the Property.

7.3 Erosion

Tenant shall cultivate the Property in a manner which will avoid erosion and will not interfere with any existing subsurface drainage systems.

7.4 Maintenance of Watercourses and Roads

Tenant shall maintain all ditches, culverts, watercourses, roads and roadways in as good a condition as at the commencement of this Lease.

7.5 Irrigation Equipment

Tenant shall maintain and repair at Tenant's expense all irrigation equipment and other equipment as part of this Lease, and turn the same over to Landlord at the expiration of this Lease or any extension of this Lease in as good condition as at the commencement hereof, ordinary wear and tear excepted. All such items shall be in good operating condition when returned.

7.6 Other Repairs and Maintenance

Tenant shall do all repairs and maintenance on the improvements on the Property to maintain them in the same condition as they were at the commencement of this Lease.

7.7 Waste

Tenant shall not suffer or commit any waste to the Property.

7.8 Hazardous Substances

Tenant shall not use, store, generate or dispose of any hazardous wastes or toxic substances as defined in 42 USC § 90, 601-9657 or ORS Chapter 466 on the Property except in accordance with applicable laws and regulations. Tenant shall indemnify, defend and hold Landlord harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities, losses or attorney fees which arise during or after the lease term as a result of contamination by hazardous wastes or toxic materials as a result of Tenant's use or activities, or Tenant's agents or contractors. This indemnity shall survive the expiration or earlier termination of this Lease.

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9. Indemnity

Tenant shall indemnify and hold Landlord harmless from any and all claims of every nature which may arise from injury to person or property arising from the use of the Property, including those resulting from Landlord's own negligence.

10. Assignability

This Lease is entered into in part because of the mutual respect and trust the parties have with each other. Tenant shall not, without Landlord's prior written consent, which may not be unreasonably withheld, assign, sublet or permit any other person or persons to occupy or use the Property.

11. Default

11.1 Default

Should Tenant fail to do anything as required by this Lease, Landlord may terminate this Lease by giving Tenant notice in writing specifying Tenant's default. If Tenant shall not cure that default within thirty (30) days, this Lease shall automatically be terminated and Landlord may reenter the Property and take possession of it and remove all persons and things from the Property; provided, however, that Tenant may harvest any growing crops.

11.2 Landlord's Remedies

The right of termination and reentry given to Landlord by this Lease shall be in addition to all other rights Landlord may have by law, including Landlord's right to declare all rents for the entire period due in full, and the right to sue for specific performance of the terms of this Lease. Landlord may proceed with more than one remedy at the same time, and if Landlord selects one remedy it shall not preclude the choice of another remedy.

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12. Attorneys' Fees and Costs

If suit or action is instituted, or an appeal taken therefrom, in connection with any controversy arising out of this Lease, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorneys' fees.

13. Miscellaneous

13.1 Time is of the Essence

Time is of the essence of the performance of each of the obligations under this Lease.

13.2 Waiver

Waiver by Landlord or Tenant of the strict performance of any term or covenant of this Lease, or of the timely payment of any rent due, or any right under this Lease, shall not be a continuing waiver.

13.3 Binding Effect

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.

13.4 "As Is"

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

13.5 Notices

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

13.6 Peaceable Surrender

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

13.7 Jurisdiction

The parties hereby submit to jurisdiction in Yamhill County, Oregon and agree that any and all disputes arising out of or related to this Lease shall be litigated exclusively in the Circuit Court for Yamhill County, Oregon and in no federal court or court of another county or state. Each

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party to this Lease further agrees that pursuant to such litigation, the party and the party's officers, employees, and other agents shall appear, at that party's expense, for deposition in Yamhill County, Oregon.

13.8 Rule of Construction

Any rule of construction interpreting this instrument against its drafter shall be inapplicable.

IN WITNESS WHEREOF, the parties have signed this Lease as of the date first written above.

LANDLORD:



Samuel Coelho

TENANT:



David j meduri (May 1, 2019)

Justin Meduri

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Application for Water Right Transfer

Evidence of Use Affidavit



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

Please print legibly or type. Be as specific as possible. Attach additional pages if you need more spacing. Supporting documentation must be attached.

State of Oregon)
) ss
 County of Marion)

I, **Samuel Coelho**, in my capacity as **manager of Perrydale Hills Vineyard, LLC, property owner**, mailing address **11775 W. Perrydale Road Amity, Oregon 97101**

telephone number **503.881.5116**, being first duly sworn depose and say:

1. My knowledge of the exercise or status of the water right is based on (check one):
 Personal observation Professional expertise

2. I attest that:

- Water was used during the previous five years on the **entire** place of use for Certificate #**39204**; **OR**
 My knowledge is specific to the use of water at the following locations within the last five years:

Certificate #	Township	Range	Mer	Sec	¼ ¼	Gov't Lot or DLC	Acres (if applicable)

OR

- Confirming Certificate # ____ has been issued within the past five years; **OR**
 Part or all of the water right was leased instream at some time within the last five years. The instream lease number is: ____ (Note: If the entire right proposed for transfer was not leased, additional evidence of use is needed for the portion not leased instream.); **OR**
 The water right is not subject to forfeiture and documentation that a presumption of forfeiture for non-use would be rebutted under ORS 540.610(2) is attached.
 Water has been used at the actual current point of diversion or appropriation for more than 10 years for Certificate # ____ (For Historic POD/POA Transfers)

(continues on reverse side)

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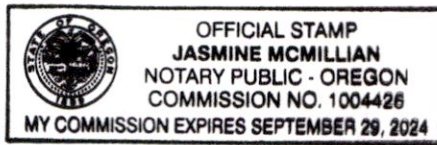
FS

3. The water right was used for: (e.g., crops, pasture, etc.): **hemp**
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]
Signature of Affiant

11-16-20
Date

Signed and sworn to (or affirmed) before me this 16 day of November 2020.



[Signature]
Notary Public for Oregon

My Commission Expires: 09/29/2024

Supporting Documents	Examples
<input type="checkbox"/> Copy of a water right certificate that has been issued within the last five years. (not a remaining right certificate)	Copy of confirming water right certificate that shows issue date
<input checked="" type="checkbox"/> Copies of receipts from sales of irrigated crops or for expenditures related to use of water	<ul style="list-style-type: none"> • Power usage records for pumps associated with irrigation use • Fertilizer or seed bills related to irrigated crops • Farmers Co-op sales receipt
<input type="checkbox"/> Records such as FSA crop reports, irrigation district records, NRCS farm management plan, or records of other water suppliers	<ul style="list-style-type: none"> • District assessment records for water delivered • Crop reports submitted under a federal loan agreement • Beneficial use reports from district • IRS Farm Usage Deduction Report • Agricultural Stabilization Plan • CREP Report
<input type="checkbox"/> Aerial photos containing sufficient detail to establish location and date of photograph	<p>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.</p> <p>Sources for aerial photos: OSU – www.oregonexplorer.info/imagery OWRD – www.wrd.state.or.us Google Earth – earth.google.com TerraServer – www.terraserver.com</p>
<input type="checkbox"/> Approved Lease establishing beneficial use within the last 5 years	Copy of instream lease or lease number

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(503)228-6322 or 1-800-542-8818
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Account # 2390360000

Do Not Pay

Previous Amount Due 413.17
Payments 413.17 CR
Balance Forward 0.00
Current Charges 470.39

Service Address:
PERRYDALE HILLS VINEYARD LLC
11775 W PERRYDALE RD
AMITY, OR 97101-2446

Cycle: 12

AMOUNT DUE \$470.39
Due date for current bill 08/05/19

This month's charges (Turn over for details)

Meter # 31038075AB, Schedule 47
Energy Charges (2508 kWh) 462.46
Adjustments 6.99 CR
455.47
Total Taxes and Fees 14.92
Current Energy Charges 470.39

Your energy use

Meter # 31038075AB
Schedule 47
Service Period Meter Reading
07/18/19 6045
06/18/19 3537
30 days of service 2508 kWh

This bill is for your records only, *please do not pay.*

Thank you for your payment.

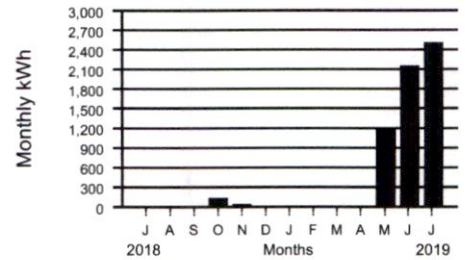
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Period Ending	Avg Daily Temperature*	Monthly kWh	Monthly Cost
Jul 2019	64	2508	470.39
Jul 2018	N/A	0	36.05

*Temperature source: McMinnville Municipal Airport



+

+

Please detach and return this portion with your payment.

P.O. Box 4438
Portland, OR 97208-4438

12 2390360000
Account Number

Auto Pay **Due Date: 08/05/19**
Amount Due: \$470.39

Do Not Pay

PERRYDALE HILLS VINEYARD LLC
PO BOX 710
AMITY OR 97101-0710

Questions? Call 1-800-542-8818 or
portlandgeneral.com

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1251239036000070000000470390000004703907

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Get this bill online. Our Paperless Bill is simple, secure and sustainable. Sign up at portlandgeneral.com/paperless.

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

13.5 Notices

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

13.6 Peaceable Surrender

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

13.7 Jurisdiction

The parties hereby submit to jurisdiction in Yamhill County, Oregon and agree that any and all disputes arising out of or related to this Lease shall be litigated exclusively in the Circuit Court for Yamhill County, Oregon and in no federal court or court of another county or state. Each

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party to this Lease further agrees that pursuant to such litigation, the party and the party's officers, employees, and other agents shall appear, at that party's expense, for deposition in Yamhill County, Oregon.

13.8 Rule of Construction

Any rule of construction interpreting this instrument against its drafter shall be inapplicable.

IN WITNESS WHEREOF, the parties have signed this Lease as of the date first written above.

LANDLORD:



Samuel Coelho

TENANT:



David j meduri (May 1, 2019)

Justin Meduri

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