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

Application for Historic Change in Point of Diversion/Appropriation

Part 1 of 5 – Minimum Requirements Checklist

This historic change in point of diversion/appropriation 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 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 the Transferred Water Rights: **How many water rights are to be transferred? 1 List them here: 44582**
Please include a separate Part 5 for each water right. (See instructions on page 5)

Attachments:

☒ Completed Application Map (Does not have to be prepared by a Certified Water Right Examiner).

☒ Completed Evidence of Use Affidavit and supporting documentation showing that water has been used on the land for five years prior to transfer filing AND diverted at the actual, current point of diversion/appropriation for more than 10 years.

☒ Statement from the local Watermaster, based upon the Watermaster's knowledge and Department records, that no complaint of injury has been made due to the use of water at the actual, current point of diversion/appropriation.

☒ Land Use Information Form with approval and signature (or signed land use form receipt stub).

☐ ☒ N/A Affidavit(s) of Consent from Landowner (if the applicant does not own the land the water right is on.)

☐ ☒ N/A Water Well Report/Well Log for changes in point(s) of appropriation (well(s)) or additional point(s) of appropriation.

(For Staff Use Only)
WE ARE RETURNING YOUR APPLICATION FOR THE FOLLOWING REASON(S):
___ Application fee not enclosed/insufficient ___ Map not included or incomplete
___ Land Use Form not enclosed or incomplete
___ Additional signature(s) required ___ Part _____ is incomplete
Other/Explanation _____
Staff: _____ 503-986-0___ Date: _____/_____/_____

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Part 2 of 5 – Historic Change in Point of Diversion/Appropriation Application Map Checklist

Your historic change in point of diversion/appropriation application <u>will be returned</u> if any of the map requirements listed below are not met.

Please be sure that the historic change in point of diversion/appropriation application map you submit includes all the required items and matches the existing water right map. Check all boxes that apply.

☐ ☒ 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 white or clear paper or film.

☒ The size of the map can be 8½ x 11 inches, 8½ x 14 inches, or up to 30 x 30 inches. For 30 x 30 inch maps, three (3) paper copies and an electronic copy in a .pdf, .tiff or .jpg format are 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) and county tax lot numbers are required.

☒ 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.

☒ Authorized 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.

☒ Actual, current point of diversion/appropriation. Show the 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°).

☒ 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 If for more than one actual, current point of diversion/appropriation. separate hachuring is needed for each place of use served by each point of diversion/appropriation, including the 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.

[illegible]

FEE WORKSHEET for HISTORIC POD/POA TRANSFER			
1	Base Fee (includes Historic POD change to one water right for up to 1 cfs)	*1*	$1,160
2	Number of water rights included in transfer 1 (2a) Subtract 1 from the number in 2a above: 0 (2b) *If only one water right this will be 0* Multiply line 2b by $520 and enter » » » » » » » » » » » » » »	*2*	0
3	Do you propose to change a well, or change from a surface water POD to a well? ☒ No: enter 0 » ☐ Yes: enter $410 »	*3*	0
4	Add entries on lines 1 through 3 above » » » » » » » » **Transfer Fee:**	*4*	$1,160

☐ Check this box if this project is fully or partially funded by the American Recovery and Reinvestment Act. (Federal stimulus dollars)

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Part 4 of 5 – Applicant Information and Signature

Applicant Information

Note: Applicant must be an INDIVIDUAL, as defined by OAR 690-380-2120, that is "a natural person and does not include a government body, organization, business enterprise, or other such entity."

APPLICANT/BUSINESS NAME			PHONE NO.	ADDITIONAL CONTACT NO.
Joe Ficher / Ficher Dairies			**541-290-0699**	
ADDRESS **P.O. Box 160**				FAX NO.
CITY **Myrtle Point**	STATE **OR**	ZIP **97458**	E-MAIL FICHERDAIRY@GMAIL.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			PHONE NO.	ADDITIONAL CONTACT NO.
Marc Van Camp			541-297-1880	
ADDRESS **P.O. Box 995**				FAX NO.
CITY **Coos Bay**	STATE **OR**	ZIP **97420**	E-MAIL **vancampconsulting@gmail.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.				

By signing this application, I understand that prior to Department approval of the historic change in point of diversion/appropriation, I will be required to provide landownership information and evidence that I am authorized to pursue the change as identified in OAR 690-380-4010(5).

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

Applicant Signature	Print Name (and Title if applicable)	Date
Joe Ficher	JOE FICHER OWNER	7-12-21

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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.*

At this time, are the lands in this 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: http://www.oregon.gov/owrd/docs/transfer-propertytransactions.pdf

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

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Describe any special ownership circumstances here: New owner unkown at this time.

☐ 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 local governments (each county, city, municipal corporation, or tribal government) within whose jurisdiction water will be diverted, conveyed or used.

ENTITY NAME COOS COUNTY	ADDRESS 250 N. BAXTER ST.	
CITY COQUILLE	STATE OR	ZIP 97423

ENTITY NAME	ADDRESS	
CITY	STATE	ZIP

Explain in your own words what you propose to accomplish with this transfer application; and why:
See attachment 1: Transfer Narrative

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

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

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CERTIFICATE # 44582

Description of Water Delivery System

System capacity: 1.0 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. **At POD 1 a 20 HP submersible pump delivers water to about 2,000' of subgrade 4' mainline, this mainline conveys water to several access points where a big gun style sprinkler is connected. The diversion works of POD 2 is unknown, and not operated or owned by Ficher Dairies.**

Table 1. Location of Authorized and Current 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 the Current POD/POA that has been used for more than 10 years?	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 2	☒ Authorized ☐ Current		**29**	**S**	**12**	**W**	**17**	**SW**	**SE**	**TL800 ,GL5**	**430 FT. E. & 10 FT. N. FROM T.29S. R.12W. SEC.17 S.1/4 COR. W.M**
POD 1	☐ Authorized ☒ Current		**29**	**S**	**12**	**W**	**21**	**NW**	**N W**	**TL1100 DLC #38**	**1710 FT. W. & 930 FT. S. FROM T.29S. R.12W. SEC.16 S.1/4 COR. W.M**
	☐ Authorized ☐ Current										

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

☐ Point of Diversion (POD) ☒ Additional Point of Diversion (APOD)

☐ Point of Appropriation/Well (POA) ☐ Additional Point of Appropriation (APOA)

Will the historic change in point of diversion/appropriation affect the entire water right?

☐ Yes Complete only the proposed section of Table 2 on the next page.

☒ No Complete all of Table 2 to describe the portion of the water right to be changed.

Please use and attach additional pages of Table 2 as needed. Do you have questions about how to fill-out the tables? See page 5 for instructions, or contact the Department at 503-986-0900 and ask for Transfer Staff.

Table 2. Description of Changes to Water Right Certificate # 44582

List only the part of the right that will be changed. For the acreage in each ¼ ¼, list the change proposed. If more than one actual, current POD/POA, specify the acreage associated with each actual, current POD/POA.

Authorized ("from" lands) as they appear before the changes											Proposed Change (POD, POA, APOD, or APOA)	**Current (in use for more than ten years)** POD(s)/ POA(s) to be used (from Table 1)	Priority Date
Twp		Rng		Sec	¼	¼	Tax Lot	Gvt Lot or DLC	Acres (if applicable)	POD(s) or POA(s) (name or number from Table 1)			
2	S	9	E	15	NE	NW	100		15.0	POD #1 POD #2	POD	POD #5	1897
"	"	"	"	"	"	"	"	"	EXAMPLE	"	"	"	"
29	**S**	**12**	**W**	**17**	**NE**	**SE**	**902**	**DLC# 37**	**9.2**	**POD #2**	**APOD**	**POD #1**	**1972**
29	**S**	**12**	**W**	**17**	**SE**	**SE**	**902**	**DLC# 37**	**7.4**	**POD #2**	**APOD**	**POD #1**	**1972**
29	**S**	**12**	**W**	**17**	**SE**	**SE**	**902**	**GL9**	**31.0**	**POD #2**	**APOD**	**POD #1**	**1972**
29	**S**	**12**	**W**	**20**	**NE**	**NE**	**100,101**	**GL4**	**15.2**	**POD#2**	**APOD**	**POD#1**	**1972**

Additional remarks: _____

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 current 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/)

OR

☐ Describe the construction of the authorized and current well(s) in Table 3 for any wells that do not have a well log.

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 adequate information is likely to delay the processing of your transfer application.

Current or Authorized POA Name or Number	OWRD Well ID Tag No. L-___ (if available)	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

ATTATCHMENTS

1. Transfer Narrative
2. Historic Change in POD Map
3. Evidence of Use Affidavit w/ supporting docs
    a. Pacific Power 1702 Roseburg Road Irrigation Billing Analysis 2014-2021
    b. First Written Lease Agreement
4. Historic POD Watermaster Statement

Not Attached

5. Land Use Compatibility Statement (LUCS) – please see T-13319 application for signed LUCS form.

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Transfer Narrative

This change in POD will correct the point of diversion used for a portion of Certificate 44582's Place of Use. The ownership of 44582's POU was divided into 2 portions, one portion East of Reedsford Road (East portion) and one portion West of Reedsford Road (West portion). After this division, the owner of the East portion began using Certificate 28059's POD to supply water to the East portion of 44582.

Ficher Dairies began leasing and operating irrigation on the East Portion of 44582's POU in 2005. Since 2005, the East Portion of 44582's POU has been irrigated from 28059's POD. Ficher Dairies is the current owner of the East portion as of 2019. From 2005-2019 Ficher Dairies leased the East portion from the previous owner, Mr. David Weiner of Plymouth, CA. In 2011 Ficher Dairies and Mr. Weiner began utilizing a written lease, before 2011 it was verbal agreement.

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.

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State of Oregon)
) ss
County of Coos)

I, JOE FICHER, in my capacity as OWNER,

mailing address P.O. BOX 160, MYRTLE POINT, OR 97458

telephone number (541) 290-0699, 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 # ____; **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)
44582	29	S	12	W	WM	17	NE	SE	37	9.2
44582	29	S	12	W	WM	17	SE	SE	37	7.4
44582	29	S	12	W	WM	17	SE	SE	9	31.0
44582	29	S	12	W	WM	20	NE	NE	4	15.2

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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3. The water right was used for: (e.g., crops, pasture, etc.): IRRIGATION FOR HAY/PASTURE

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.

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Signature of Affiant

7-12-21
Date

Signed and sworn to (or affirmed) before me this 12 day of July, 2021.

OFFICIAL STAMP
SUSAN JANE THORNTON
NOTARY PUBLIC - OREGON
COMMISSION NO. 991724
MY COMMISSION EXPIRES SEPTEMBER 25, 2023

Notary Public for Oregon

My Commission Expires: 9/25/2023

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 **confirming** water right certificate that shows issue date
☒ Copies of receipts from sales of irrigated crops or for expenditures related to use of water	• Power usage records for pumps associated with irrigation use • Fertilizer or seed bills related to irrigated crops • Farmers Co-op sales receipt
☐ Records such as FSA crop reports, irrigation district records, NRCS farm management plan, or records of other water suppliers	• 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
☒ 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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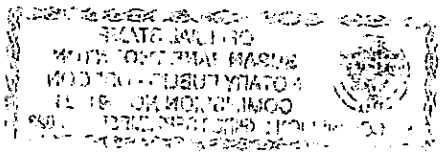

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Portland, Oregon 97207-0400
1-888-221-7070
fax 1-888-800-2851
pacificpower.net

Account Agreement Billing Analysis*

Agreement #: 53253283-001-032
Site Address: 1702 Roseburg Road Irrigation, Myrtle Point, Oregon

Date	Billing Transaction	Transaction Amount	End Balance
05/25/2021	Regular Billing	$0.00	$0.00
04/28/2021	Regular Billing	$0.00	$0.00
03/29/2021	Regular Billing	$0.00	$0.00
02/24/2021	Regular Billing	$0.00	$0.00
01/26/2021	Regular Billing	$0.00	$0.00
12/24/2020	Regular Billing	$0.00	$0.00
12/15/2020	Regular Payment	$-891.89	$0.00
12/01/2020	Regular Billing	$891.89	$891.89
10/28/2020	Regular Billing	$0.00	$0.00
10/16/2020	Regular Payment	$-1,265.89	$0.00
09/29/2020	Regular Billing	$1,265.89	$1,265.89
09/15/2020	Regular Payment	$-3,575.35	$0.00
08/28/2020	Regular Billing	$3,575.35	$3,575.35
08/10/2020	Regular Payment	$-2,098.65	$0.00
07/30/2020	Regular Billing	$2,098.65	$2,098.65
06/29/2020	Regular Billing	$0.00	$0.00
05/29/2020	Regular Billing	$0.00	$0.00
04/29/2020	Regular Billing	$0.00	$0.00
03/25/2020	Regular Billing	$0.00	$0.00
03/02/2020	Regular Billing	$0.00	$0.00
01/31/2020	Regular Billing	$0.00	$0.00
01/02/2020	Regular Billing	$0.00	$0.00

*Information provided for the requested time period is valid as of the date this letter was created. Adjustments or other account activity may result in different information at a later date.

Comments:

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Account Agreement Billing Analysis*

Agreement #: 53253283-001-001
Site Address: 1702 Roseburg Road Irrigation, Myrtle Point, Oregon

Date	Billing Transaction	Transaction Amount	End Balance
12/17/2019	Regular Payment	$-898.70	$0.00
12/11/2019	Regular Billing	$0.00	$898.70
11/27/2019	Regular Billing	$898.70	$898.70
10/25/2019	Regular Billing	$0.00	$0.00
10/15/2019	Regular Payment	$-1,703.97	$0.00
09/23/2019	Regular Billing	$1,703.97	$1,703.97
09/16/2019	Regular Payment	$-3,097.24	$0.00
08/28/2019	Regular Billing	$3,097.24	$3,097.24
08/12/2019	Regular Payment	$-1,944.01	$0.00
07/29/2019	Regular Billing	$1,944.01	$1,944.01
07/15/2019	Regular Payment	$-1,065.80	$0.00
06/27/2019	Regular Billing	$1,065.80	$1,065.80
05/23/2019	Regular Billing	$0.00	$0.00
04/26/2019	Regular Billing	$0.00	$0.00
04/01/2019	Regular Billing	$0.00	$0.00
02/25/2019	Regular Billing	$0.00	$0.00
01/25/2019	Regular Billing	$0.00	$0.00
12/31/2018	Regular Billing	$0.00	$0.00
12/14/2018	Regular Payment	$-856.90	$0.00
11/28/2018	Regular Billing	$856.90	$856.90
11/16/2018	Regular Payment	$-811.33	$0.00
10/25/2018	Regular Billing	$811.33	$811.33
10/16/2018	Regular Payment	$-1,607.95	$0.00
09/26/2018	Regular Billing	$1,607.95	$1,607.95
09/14/2018	Regular Payment	$-3,312.37	$0.00
08/27/2018	Regular Billing	$3,312.37	$3,312.37
08/14/2018	Regular Payment	$-2,711.06	$0.00
07/27/2018	Regular Billing	$2,711.06	$2,711.06
07/16/2018	Regular Payment	$-1,089.67	$0.00
06/26/2018	Regular Billing	$1,089.67	$1,089.67
05/25/2018	Regular Billing	$0.00	$0.00
04/26/2018	Regular Billing	$0.00	$0.00
03/28/2018	Regular Billing	$0.00	$0.00
03/28/2018	Regular Billing	$0.00	$0.00
02/26/2018	Regular Billing	$0.00	$0.00
01/29/2018	Regular Billing	$0.00	$0.00
12/26/2017	Regular Billing	$0.00	$0.00
12/18/2017	Regular Payment	$-736.73	$0.00
11/28/2017	Regular Billing	$736.73	$736.73
10/25/2017	Regular Billing	$0.00	$0.00

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Portland, Oregon 97207-0400
1-888-221-7070
fax 1-888-800-2851
pacificpower.net

Date	Billing Transaction	Transaction Amount	End Balance
10/17/2017	Regular Payment	$-565.55	$0.00
09/25/2017	Regular Billing	$565.55	$565.55
09/15/2017	Regular Payment	$-1,645.47	$0.00
08/25/2017	Regular Billing	$1,645.47	$1,645.47
08/15/2017	Regular Payment	$-309.03	$0.00
07/27/2017	Regular Billing	$309.03	$309.03
06/26/2017	Regular Billing	$0.00	$0.00
05/25/2017	Regular Billing	$0.00	$0.00
04/28/2017	Regular Billing	$0.00	$0.00
03/31/2017	Regular Billing	$0.00	$0.00
03/01/2017	Regular Billing	$0.00	$0.00
01/30/2017	Regular Billing	$0.00	$0.00
12/27/2016	Regular Billing	$0.00	$0.00
12/16/2016	Regular Payment	$-768.08	$0.00
11/22/2016	Regular Billing	$768.08	$768.08
11/08/2016	Regular Payment	$-1,756.77	$0.00
10/25/2016	Regular Billing	$1,756.77	$1,756.77
09/26/2016	Regular Billing	$0.00	$0.00
09/13/2016	Regular Payment	$-1,479.69	$0.00
08/24/2016	Regular Billing	$1,479.69	$1,479.69
08/16/2016	Regular Payment	$-2,000.74	$0.00
07/27/2016	Regular Billing	$2,000.74	$2,000.74
07/15/2016	Regular Payment	$-1,499.89	$0.00
06/22/2016	Regular Billing	$1,499.89	$1,499.89
05/23/2016	Regular Billing	$0.00	$0.00
04/21/2016	Regular Billing	$0.00	$0.00
03/23/2016	Regular Billing	$0.00	$0.00
02/23/2016	Regular Billing	$0.00	$0.00
01/25/2016	Regular Billing	$0.00	$0.00
12/23/2015	Regular Billing	$0.00	$0.00
12/22/2015	Regular Payment	$-784.92	$0.00
11/20/2015	Regular Billing	$784.92	$784.92
10/21/2015	Regular Billing	$0.00	$0.00
10/13/2015	Regular Payment	$-1,515.00	$0.00
09/22/2015	Regular Billing	$1,515.00	$1,515.00
09/15/2015	Regular Payment	$-2,432.63	$0.00
08/21/2015	Regular Billing	$2,432.63	$2,432.63
08/10/2015	Regular Payment	$-2,972.28	$0.00
07/22/2015	Regular Billing	$2,972.28	$2,972.28
07/16/2015	Regular Payment	$-846.55	$0.00
06/23/2015	Regular Billing	$846.55	$846.55
05/22/2015	Regular Billing	$0.00	$0.00
04/23/2015	Regular Billing	$0.00	$0.00
03/25/2015	Regular Billing	$0.00	$0.00
02/24/2015	Regular Billing	$0.00	$0.00
02/16/2015	Regular Payment	$-659.78	$0.00
01/30/2015	Regular Billing	$0.00	$659.78

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Date	Billing Transaction	Transaction Amount	End Balance
01/17/2015	Regular Payment	$-223.67	$659.78
12/23/2014	Regular Billing	$0.00	$883.45
11/20/2014	Regular Billing	$883.45	$883.45
11/15/2014	Regular Payment	$-2,436.57	$0.00
10/22/2014	Regular Billing	$0.00	$2,436.57
09/22/2014	Regular Billing	$2,436.57	$2,436.57
09/17/2014	Regular Payment	$-1,589.43	$0.00
08/21/2014	Regular Billing	$1,589.43	$1,589.43
08/15/2014	Regular Payment	$-1,208.55	$0.00
07/23/2014	Regular Billing	$1,208.55	$1,208.55
06/20/2014	Regular Billing	$0.00	$0.00
05/27/2014	Regular Billing	$0.00	$0.00
04/23/2014	Regular Billing	$0.00	$0.00
04/10/2014	Regular Billing	$0.00	$0.00
04/10/2014	Regular Billing	$0.00	$0.00
04/10/2014	Regular Billing	$0.00	$0.00
04/10/2014	Regular Billing	$0.00	$0.00

*Information provided for the requested time period is valid as of the date this letter was created. Adjustments or other account activity may result in different information at a later date.

Comments:

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GRAZING LEASE

THIS GRAZING LEASE (LEASE) is made this _____ day of August, 2011, between Dain Weiner, David Weiner and Melode A. Weiner (Lessor) and Joe Ficher (Lessee).

RECITALS

A. Lessor is the owner of 230+/- acres of bottom land (the Premises) which is a portion of a larger ranch (Seals and Flom). Only the 230+/- acres of bottom land is the Premises leased.

B. Lessee operates a Dairy business.

NOW THEREFORE, for valuable consideration, Lessor and Lessee agree as follows:

1. **LEASE**. Lessor and Lessee agree to Lessee's lease of the Premises as hereinafter provided.

2. **TERM**.

Commencement and Termination Date. The term of this Lease shall be for four (4) years commencing June 1, 2011 (the "Commencement Date"), and terminating on June 1, 2015, unless terminated sooner under the provisions of this Lease; and subject to modifications of terms before the end of each year of the lease and the agreement of Lessor and Lessee thereto.

3. **RENT**. Annual rent ("Rent") for the use of the Premises is $23,000.00, due monthly in the amount of $1,916.66 beginning on July 1, 2011, and on the 1st of each month thereafter through June 1, 2015.

4. **USE OF PREMISES**. Lessee shall, during the term of this Lease, occupy and use the Premises exclusively for cattle grazing and crop production at his own risk. Lessee shall not engage in or permit hunting, fishing, leveling of soil or any other activity except cattle grazing and crop production. Lessee agrees to conform to all laws, ordinances, orders and regulations. Lessee further agrees not to commit waste or an annoyance on or about the Premises. Lessee shall not unreasonably interfere with other landowners' use of their adjoining properties. Lessee shall keep Lessor advised as to the ownership of any cattle on the premises not owned by Lessee.

Lessee shall furnish all labor and equipment necessary to properly graze cattle and grow crops on the Premises in a prudent manner in accordance with the accepted course of husbandry practiced in the county in which the Premises lie. Lessee shall immediately order any unauthorized users of the Premises, such as hunters or fishermen, to leave the Premises, and Lessee shall strive to keep trespassers off the Premises. Lessee must

promptly advise Lessor of any unusual activities on the Premises, such as any unauthorized use or trespass.

Lessee shall ensure that all cattle are vaccinated with at least an eight (8)-way vaccine and cared for in accordance with all laws and regulations and the accepted course of husbandry in the county in which the Premises lie. All cattle will be branded with a registered brand and brand documentation reasonably satisfactory to Lessor will be provided to Lessor prior to the cattle being placed on the Premises. Lessee agrees to make diligent effort to avoid bringing any diseased or organism carrying cattle on the Premises during the term of the Lease that might damage crops or animals grown or maintained on the Premises after the term. On default of Lessee to perform the above actions, Lessor reserves the right, after having given ten (10) days' notice, to take necessary remedial measures at Lessee's expenses, for which Lessee agrees to reimburse Lessor on demand.

Lessee shall not overgraze the Premises but shall conduct his operation in a prudent manner consistent with accepted husbandry practices in the area.

5. **TAXES AND UTILITIES**. Lessor shall pay all real property taxes assessed on the Premises. Lessee shall pay for actual costs of any utility costs including electricity and domestic water, if any, used by Lessee. Lessor will allocate utility costs between Lessor and Lessee for any utilities jointly used.

6. **NO WARRANTIES; REPAIRS**. Lessee is leasing the Premises in an "as is" condition. Lessor makes no representations about the suitability of the Premises or its soil or water or their features for grazing cattle. Lessee may not at any time install improvements or modify the Premises without Lessor's prior written consent, which Lessor may withhold in its sole discretion, except for modifications to corral and fencing related thereto.

Lessee covenants and agrees, at his own cost and expense, to keep the Premises in good condition and repair except for ordinary wear and tear during the entire term of this Lease. Lessee shall maintain, and repair any damages to the Premises or its improvements, including fences, gates, roadways, buildings and other improvements on the Premises so that the Premises and its improvements remain in as good or better condition as the same now exist.

Lessee acknowledges that it is familiar with the grasses and terrain of the Premises and with the quality and quantity of the water available therein, and that Lessee has had an adequate opportunity to investigate these and other features of the Premises. Lessee confirms that any defects in the irrigation or other features of the Premises are not Lessor's responsibility. In no instance shall Lessor be responsible for any injuries, death or damages to Lessee's cattle or damages to Lessee's equipment or for any costs, claims or liabilities arising out of Lessee's use of the Premises unless due to the intentional acts or negligence of Lessor.

In the event Lessee fails to perform any of its covenants in this section, Lessor may, but shall not be required to, after ten (10) days' written notice to Lessee and the failure of Lessee to correct such failure within such time, enter onto the Premises, or direct others to do so, to correct such failure, and Lessor's reasonable costs thereto shall be due and payable as additional Rent.

At the expiration of this Lease, Lessee will quit and surrender the Premises in as good condition as when received, reasonable use and ordinary wear and tear and damages by the elements excepted, and remove from the Premises all of Lessee's cattle and personal property and materials.

7. **SUBJECT TO EXISTING RIGHTS**. This Lease is subject to all existing conservation reserves which are adjacent to the leased Premises. Lessee shall operate his business in a manner consistent with and respectful of existing conservancy interests.

Lessee may temporarily remove cattle from the Premises to higher ground on the larger ranch in the event the Premises floods. If this occurs Lessee shall: 1) Enclose the cattle so as minimize damage to buildings, landscaping, and equipment, outside of the leased premises; 2) Minimize the time cattle are removed from the Premises to emergency situations.

8. **ENTRY BY LESSOR**. Lessor and Lessor's agents and assigns shall be able to enter the Premises and to use the roads established on the Premises now or in the future, for the purposes of inspection of the irrigation systems and the Premises, ensuring compliance with the terms of this Lease, exercise of all rights under this Lease, posting notices, and all other lawful purposes. Lessee shall supply Lessor, and its agents and assigns, with keys and other instruments necessary to enter the Premises.

9. **HOLD HARMLESS**. Lessee shall indemnify and hold Lessor and its affiliated entities and their respective officers, directors, members, partners, employees, agents, representatives contractors, successors and assigns and the property of such parties, including the Premises, free and harmless from any and all claims, liabilities, losses, damages or expenses, including attorneys' fees, resulting from Lessee's occupation and use of the Premises, including any claims, liabilities, losses or damages arising by reason of the injury to or death of any person or by reason of damages to any property caused by the acts or omissions of Lessee.

10. **INSURANCE**. Lessee shall, throughout the term of this Lease, procure and maintain Comprehensive General Liability insurance insuring Lessor and Lessee as named co-insured's (or naming Lessor as an additional insured) against claims and liability for personal injury, death, or property damage occurring on or about the Premises in the amount of at least One Million Dollars ($1,000,000.00) combined single limit for injury or death to any one person or persons or damage to property.

Lessee shall furnish proof satisfactory to Lessor that Lessee's insurance described above is active and in place.

11. **LESSEE AGREES AS FURTHER CONSIDERATION FOR THIS LEASE TO THE FOLLOWING:**

a. Clean and maintain existing ditches on the premises in an effort to minimize flooding on crop and grazing land;

b. Reasonably cooperate with the Coquille Watershed Association and the U.S.D.A. (C.R.E.P.) programs currently proposed, if implemented, for road, fencing and brush removal improvements on the premises;

c. Maintain existing fencing.

d. Re-established the irrigation systems on the Seals and Flom ranches as soon as is practicable as long as Lessor pays for materials, trenching costs and electrical box staircase.

12. **ASSIGNMENT**. Lessee may not sell, convey or assign its interest in this Lease, or sublet the Premises or any part thereof, without Lessor's prior written consent, which Lessor may withhold in its sole discretion. Consent to one assignment, subletting, occupation or use by another person is not consent to a future assignment, subletting, occupation or use by another person. An assignment or a subletting without Lessor's consent shall be void, and shall, at Lessor's option, terminate this Lease. No interest of Lessee in this Lease shall be assignable by operation of law without Lessor's written consent, which Lessor may withhold in its sole discretion.

13. **QUIET ENJOYMENT AND WARRANTIES OF TITLE**. Lessor warrants that so long as Lessee is not in default Lessee shall have the quiet enjoyment of the Premises throughout the term of this Lease, subject to the terms herein.

14. **NOTICES**. Any communication required under this Lease shall be in writing, and shall be effective (a) when delivered in person to the recipient named below, (b) one (1) day after timely deposit with a responsible overnight courier to the recipient named below, or (c) three (3) days after deposit with the U.S. Postal Service, postage prepared, certified mail, return receipt requested:

Lessor: David Weiner
23151 Lorentz Road
Plymouth, CA 95669
(209) 245-4905
(530) 677-9487, ext. 102

Lessee(s): Joe Ficher
54532 Arago Road
Myrtle Point, OR 97458
(541) 290-0699 (phone)
(541) 572-3882 (fax)

Either party may, by notice as provided in this section, require subsequent notices to be given to another person or to a different address.

15. **ENTIRE AGREEMENT**. This Lease contains all agreements of the parties with respect to any matter mentioned herein. This Lease may be modified in writing only, signed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written.

LESSOR:

David Weiner

Melode A. Weiner

Dain P. Weiner

LESSEE:

Joe Ficher

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Gmail

Marc Van Camp <vancampconsulting@gmail.com>

Transfer application

DOUTHIT Susan M * WRD <Susan.M.Douthit@oregon.gov> Wed, Jun 16, 2021 at 1:04 PM
To: "fisherdairy@gmail.com" <fisherdairy@gmail.com>
Cc: "vancampconsulting@gmail.com" <vancampconsulting@gmail.com>, SMITH Joan M * WRD <Joan.M.Smith@oregon.gov>

Hello all-

This email can serve as the Watermaster statement necessary to be submitted for a transfer of water right – historical pod.

To my knowledge, there has been no claim of injury due to the use of a historical point of diversion for water right certificate 44582 from South Fork Coquille River located in the NWNW of T29S, 12W, Section 21, tax lot 1100. This point of diversion is located approximately 1091 feet south and 3625 feet east from the N1/4 of Section 20, T29S, R12W.

@Joan - Get at me if there's a problem.

@Mr. Fisher and @ Marc – please print this email out and include my statement above in your submittal.

~S

[Quoted text hidden]

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