Application for Water Right

Temporary or Drought Temporary Transfer

Part 1 of 5 – Minimum Requirements Checklist

OREGON WATER RESOURCES DEPARTMENT

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

This temporary 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.

FOR ALL TEMPORARY TRANSFER APPLICATIONS

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

☒ Part 1 – Completed Minimum Requirements Checklist.

☒ Part 2 – Completed Temporary 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 online fee calculator at: http://apps.wrd.state.or.us/apps/misc/wrd_fee_calculator.

☒ Part 4 – Completed Applicant Information and Signature.

☒ Part 5 – Information about Transferred Water Rights: **How many water rights are to be transferred? 1 List them here: Certificate 38799**

Please include a separate Part 5 for each water right. (See instructions on page 6)

☒ ☐ N/A For standard Temporary Transfer (one to five years) **Begin Year: 2022 End Year: 2026.** 5yr

☐ ☒ N/A Temporary Drought Transfer (Only in counties where the Governor has declared drought)

Attachments:

☒ Completed Temporary Transfer Application Map.

☒ Completed Evidence of Use Affidavit and supporting documentation.

☒ Current recorded deed for the land **from** which the authorized place of use is temporarily being moved.

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

☐ ☒ N/A Supplemental Form D – For water rights served by or issued in the name of a district. Complete when the temporary transfer applicant is not the district.

☒ ☐ N/A Oregon Water Resources Department's Land Use Information Form with approval and signature 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 (if necessary to convey water to the proposed place of use).

(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: _____ Phone: _____ Date: ____/____/____

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Part 2 of 5 – Temporary Transfer Application Map Checklist

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

Please be sure that the temporary transfer 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 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 temporary 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) to convey water to the new temporary place of use, 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°).

Part 3 of 5 – Fee Worksheet

FEE WORKSHEET for TEMPORARY (not drought) TRANSFERS			
1	Base Fee (includes temporary change to one water right for up to 1 cfs)	1	$950.00
2	Number of water rights included in transfer: _____(2a) Subtract 1 from the number in 3a above: _____(2b) *If only one water right this will be 0* Multiply line 2b by $310.00 and enter » » » » » » » » » » » » »	2	
3	Do you propose to change the place of use for a non-irrigation use? ☐ No: enter 0 on line 3 » » » » » » » » » » » » » » » » » » ☐ Yes: enter the cfs for the portions of the rights to be transferred: _____(3a) Subtract 1.0 from the number in 3a above: _____(3b) If 3b is 0, enter 0 on line 3 » » » » » » » » » » » » » » » » » If 3b is greater than 0, round up to the nearest whole number: _____(3c) and multiply 4c by $230.00, then enter on line 3	3	
4	Do you propose to change the place of use for an irrigation use? ☐ No: enter 0 on line 4 » » » » » » » » » » » » » » » » » » ☐ Yes: enter the number of acres in the footprint of the place of use for the portions of the rights to be transferred: _____(4a) Multiply the number of acres in 4a above by $2.70 and enter on line 4 » »	4	
5	Add entries on lines 1 through 4 above » » » » » » » » » » » Subtotal:	5	
6	Is this transfer: ☐ necessary to complete a project funded by the Oregon Watershed Enhancement Board (OWEB) under ORS 541.932? ☐ endorsed in writing by ODFW as a change that will result in a net benefit to fish and wildlife habitat? If one or more boxes is checked, multiply line 5 by 0.5 and enter on line 6 » If no box is applicable, enter 0 on line 7» » » » » » » » » » » » » »	6	
7	Subtract line 6 from line 5 » » » » » » » » » » » » » **Transfer Fee:**	**7**	

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FEE WORKSHEET for TEMPORARY DROUGHT TRANSFERS			
1	Base Fee (includes drought application and recording fee for up to 1 cfs)	1	$200.00
2	Enter the cfs for the portions of the rights to be transferred (see example below*): _____(2a) Subtract 1.0 from the number in 2a above: _____(2b) If 2b is 0, enter 0 on line 2 » » » » » » » » » » » » » » » » » If 2b is greater than 0, round up to the nearest whole number: _____(2c) and multiply 2c by $50, then enter on line 2 » » » » » » » » »	2	
3	Add entries on lines 1 through 2 above » » » » » » » » » » **Transfer Fee:**	**3**	

*Example for Line 2a calculation to transfer 45.0 acres of Primary Certificate 12345 (total 1.25 cfs for 100 acres) and 45.0 acres of Supplemental Certificate 87654 (1/80 cfs per acre) on the same land:

1. Divide total authorized cfs by total acres in the water right *(for C12345, 1.25 cfs ÷100 ac)*; then multiply by the number of acres to be transferred to get the transfer cfs *(x 45 ac= 0.56 cfs)*.
2. If the water right certificate does not list total cfs, but identifies the allowable use as 1/40 or 1/80 of a cfs per acre; multiply number of acres proposed for change by either 0.025 (1/40) or 0.0125 (1/80). *(For C87654, 45.0 ac x 0.0125 cfs/ac = 0.56 cfs)*
3. Add cfs for the portions of water rights on all the land included in the transfer; however **do not count cfs for supplemental rights on acreage for which you have already calculated the cfs fee for the primary right on the same land.** The fee should be assessed only once for each "on the ground" acre included in the transfer. *(In this example, blank 2a would be only 0.56 cfs, since both rights serve the same 45.0 acres. Blank 2b would be 0 and Line 2 would then also become 0).*

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Part 3 of 5 – Fee Worksheet

FEE WORKSHEET for TEMPORARY (not drought) TRANSFERS			
1	Base Fee (includes temporary change to one water right for up to 1 cfs)	*1*	$810.00
2	Number of water rights included in transfer: 1 (2a) Subtract 1 from the number in 3a above: 0 (2b) *If only one water right this will be 0* Multiply line 2b by $260.00 and enter » » » » » » » » » » » » »	*2*	0
3	Do you propose to change the place of use for a non-irrigation use? ☒ No: enter 0 on line 3 » » » » » » » » » » » » » » » » » » ☐ Yes: enter the cfs for the portions of the rights to be transferred: _____ (3a) Subtract 1.0 from the number in 3a above: _____ (3b) If 3b is 0, enter 0 on line 3 » » » » » » » » » » » » » » » » » If 3b is greater than 0, round up to the nearest whole number: _____ (3c) and multiply 4c by $200.00, then enter on line 3	*3*	0
4	Do you propose to change the place of use for an irrigation use? ☐ No: enter 0 on line 4 » » » » » » » » » » » » » » » » » » ☒ Yes: enter the number of acres in the footprint of the place of use for the portions of the rights to be transferred: 17.9 (4a) Multiply the number of acres in 4a above by $2.30 and enter on line 4 » »	*4*	$ 41.17
5	Add entries on lines 1 through 4 above » » » » » » » » » » » Subtotal:	*5*	$851.17
6	Is this transfer: ☐ necessary to complete a project funded by the Oregon Watershed Enhancement Board (OWEB) under ORS 541.932? ☐ endorsed in writing by ODFW as a change that will result in a net benefit to fish and wildlife habitat? If one or more boxes is checked, multiply line 5 by 0.5 and enter on line 6 » If no box is applicable, enter 0 on line 7» » » » » » » » » » » » »	*6*	
7	Subtract line 6 from line 5 » » » » » » » » » » » » » **Transfer Fee:**	***7***	**$851.17**

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FEE WORKSHEET for TEMPORARY DROUGHT TRANSFERS			
1	Base Fee (includes drought application and recording fee for up to 1 cfs)	*1*	$200.00
2	Enter the cfs for the portions of the rights to be transferred (see example below*): _____ (2a) Subtract 1.0 from the number in 2a above: _____ (2b) If 2b is 0, enter 0 on line 2 » » » » » » » » » » » » » » » » » If 2b is greater than 0, round up to the nearest whole number: _____ (2c) and multiply 2c by $50, then enter on line 2 » » » » » » » » »	*2*	NA
3	Add entries on lines 1 through 2 above » » » » » » » » » » » **Transfer Fee:**	***3***	NA

*Example for Line 2a calculation to transfer 45.0 acres of Primary Certificate 12345 (total 1.25 cfs for 100 acres) and 45.0 acres of Supplemental Certificate 87654 (1/80 cfs per acre) on the same land:

1. Divide total authorized cfs by total acres in the water right *(for C12345, 1.25 cfs ÷100 ac)*; then multiply by the number of acres to be transferred to get the transfer cfs *(x 45 ac= 0.56 cfs)*.
2. If the water right certificate does not list total cfs, but identifies the allowable use as 1/40 or 1/80 of a cfs per acre; multiply number of acres proposed for change by either 0.025 (1/40) or 0.0125 (1/80). *(For C87654, 45.0 ac x 0.0125 cfs/ac = 0.56 cfs)*
3. Add cfs for the portions of water rights on all the land included in the transfer; however **do not count cfs for supplemental rights on acreage for which you have already calculated the cfs fee for the primary right on the same land**. The fee should be assessed only once for each "on the ground" acre included in the transfer. *(In this example, blank 2a would be only 0.56 cfs, since both rights serve the same 45.0 acres. Blank 2b would be 0 and Line 2 would then also become 0).*

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Part 4 of 5 – Applicant Information and Signature

Applicant Information

APPLICANT/BUSINESS NAME			PHONE NO.	ADDITIONAL CONTACT NO.
Cal Farms Inc. Attn: Ambrose Calcagno			(503) 631-3810	
ADDRESS				FAX NO.
P.O. Box 796				
CITY	STATE	ZIP	E-MAIL	
Oregon City	OR	97045	amby@calfarmsinc.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.
Steven R. Bruce Skookum Water Associates Inc.			(503) 319-8926	
ADDRESS				FAX NO.
1626 Victorian Way				
CITY	STATE	ZIP	E-MAIL	
Eugene	OR	97401	steve@skookumwater.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:
We are requesting authorization to change the place of use for 22.2 acres of irrigation for up to 5 years to facilitate our farming operations. We are also filing a separate temporary transfer to move 4.3 acres of Certificate 23124 to an adjacent area.

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

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

Ambrose Calcagno Operations Manager — Ambrose Calcagno, Operations Manager — 12-28-21

Applicant signature — Print Name (and Title if applicable) — Date

Applicant signature — Print Name (and Title if applicable) — 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 landowners (and mailing and/or e-mail addresses if different than the applicant's) or attach affidavits of consent from all landowners or individuals/entities (and mailing and/or e-mail addresses) to which the water right(s) has been conveyed.

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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. (NOTE: If this box is checked, you must complete and attach Supplemental Form D.)***

DISTRICT NAME **NA**	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 **NA**	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 and/or used.

ENTITY NAME **Clackamas County Planning and Zoning**	ADDRESS **150 Beavercreek Road, Room 225**	
CITY **Oregon City**	STATE **OR**	ZIP **97045**

ENTITY NAME	ADDRESS	
CITY	STATE	ZIP

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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 rows to tables within the form.

Water Right Certificate # 38799

Description of Water Delivery System

System capacity: **0.71** 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. **Water is diverted using a 30-hp tractor. There are 3,000 feet of 3-inch-diameter mainline that deliver water to handlines that have approximately 75 sprinklers with 11/64, 7/16 and 5/8-inch nozzles.**

The lift from the river to the upper field where rights are to be transferred from is approximately 100 feet. The operating pressure is approximately 70 psi. The 11/64 and 7/16-inch nozzles can apply at least 6.6 and 45.3 gpm at 70 psi based on a table in the Department's CBU forms. The table does not provide information for the 5/8-inch nozzless, but 1/2-inch nozzles can apply 56.8 gpm at 70 psi.

The Department's online calculators available to CWREs indicates the pump capacity is 0.71 cfs (approximately 319 gpm). The 0.71 cfs rate could be applied using 7 sprinklers with 7/16-inch nozzles.

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 2	☒ Authorized ☐ Proposed	--	**2**	**S**	**3**	**E**	**20**	**SW**	**NE**	**40**	**1740 ft S and 1860 ft W from NE corner, Sec 20**

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

☒ Place of Use (POU)
☒ Point of Diversion (POD)
☐ Additional Point of Diversion (APOD)
☐ Appropriation/Well (POA)
☐ Additional Point of Appropriation (APOA)

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

☐ Place of Use (POU)
☐ Character of Use (USE)
☐ Point of Diversion (POD)
☐ Point of Appropriation/Well (POA)
☐ Additional Point of Appropriation (APOA)
☐ Additional Point of Diversion (APOD)

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

☐ Yes Complete only the Proposed ("to" 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 Temporary Changes to Water Right Certificate # 38799

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 change, specify the acreage associated with each change. If more than one POD/POA, specify the acreage associated with each POD/POA.

AUTHORIZED (the "from" or "off" 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.													Proposed Changes (see "CODES" from previous page)	PROPOSED (the "to" or "on" lands) 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	NE	NW	100		15.0	Irrigation	POD #1 POD #2	1901	POU/POD	2	S	9	E	1	NW	NW	500	1	10.0		POD #5	1901
"	"	"	"	"	"	"	"	"	"	EXAMPLE	"	"	"	2	S	9	E	2	SW	NW	500		5.0		POD #6	1901
2	S	3	E	20	NE	SE	180 & 190	40	2.1	Irrigation	POD 2	5/22/1963	POU	2	S	3	W	20	SW	NE	400	40	0.1	No Change	POD 2	5/22/1963
2	S	3	E	20	NW	SE	180	40	0.3	Irrigation	POD 2	5/22/1963	POU	2	S	3	W	20	SW	NW	400	40	0.9	No Change	POD 2	5/22/1963
2	S	3	E	20	SW	SE	190	40	8.1	Irrigation	POD 2	5/22/1963	POU	2	S	3	W	20	SE	NW	400	40	15.7	No Change	POD 2	5/22/1963
2	S	3	E	20	SE	SE	190	40	7.4	Irrigation	POD 2	5/22/1963	POU	2	S	3	W	20	NE	SW	480	40	1.2	No Change	POD 2	5/22/1963
TOTAL ACRES									17.9					TOTAL ACRES									17.9			

Additional remarks:_____

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Water Right Certificate # 38799

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For Place 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: NA

Pursuant to ORS 540.525, any "layered" water use such as an irrigation right that is supplemental to a primary right proposed for temporary transfer can be included in the transfer or remain unused on the authorized place of use. If the primary water right does not revert soon enough to allow use of the supplemental right within five years, the supplemental right shall become subject to cancellation for nonuse under ORS 540.610.

If a change in point(s) of appropriation (well(s)) or additional point(s) of appropriation is necessary to convey the water to the new temporary place of use you must provide:

☐ Well log(s) 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 below for any well that does not have a well log. For a *proposed well(s) 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
NA										

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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.

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State of Oregon)
) ss
County of CLACKAMAS)

I, REGINALD O. TOLLEFSON, in my capacity as LANDOWNER,

mailing address 19732 S. BAKERS FERRY ROAD OREGON CITY, OREGON 97045

telephone number (503) 631-8817, 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)
38799	2	S	3	W	WM	20	NE	SE	40	7.1
38799	2	S	3	W	WM	20	NW	SE	40	3.5
38799	2	S	3	W	WM	20	SW	SE	40	8.4
38799	2	S	3	W	WM	20	SE	SE	40	7.8

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 next page)

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

Signature of Affiant

12-29-2021
Date

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Signed and sworn to (or affirmed) before me this 29th day of December, 2021.

OFFICIAL STAMP
GABRIELLE A. ROSSI
NOTARY PUBLIC - OREGON
COMMISSION NO. 1018858
MY COMMISSION EXPIRES NOV. 17, 2025

Gabrielle Rossi
Notary Public for Oregon

My Commission Expires: Nov. 17th 2025

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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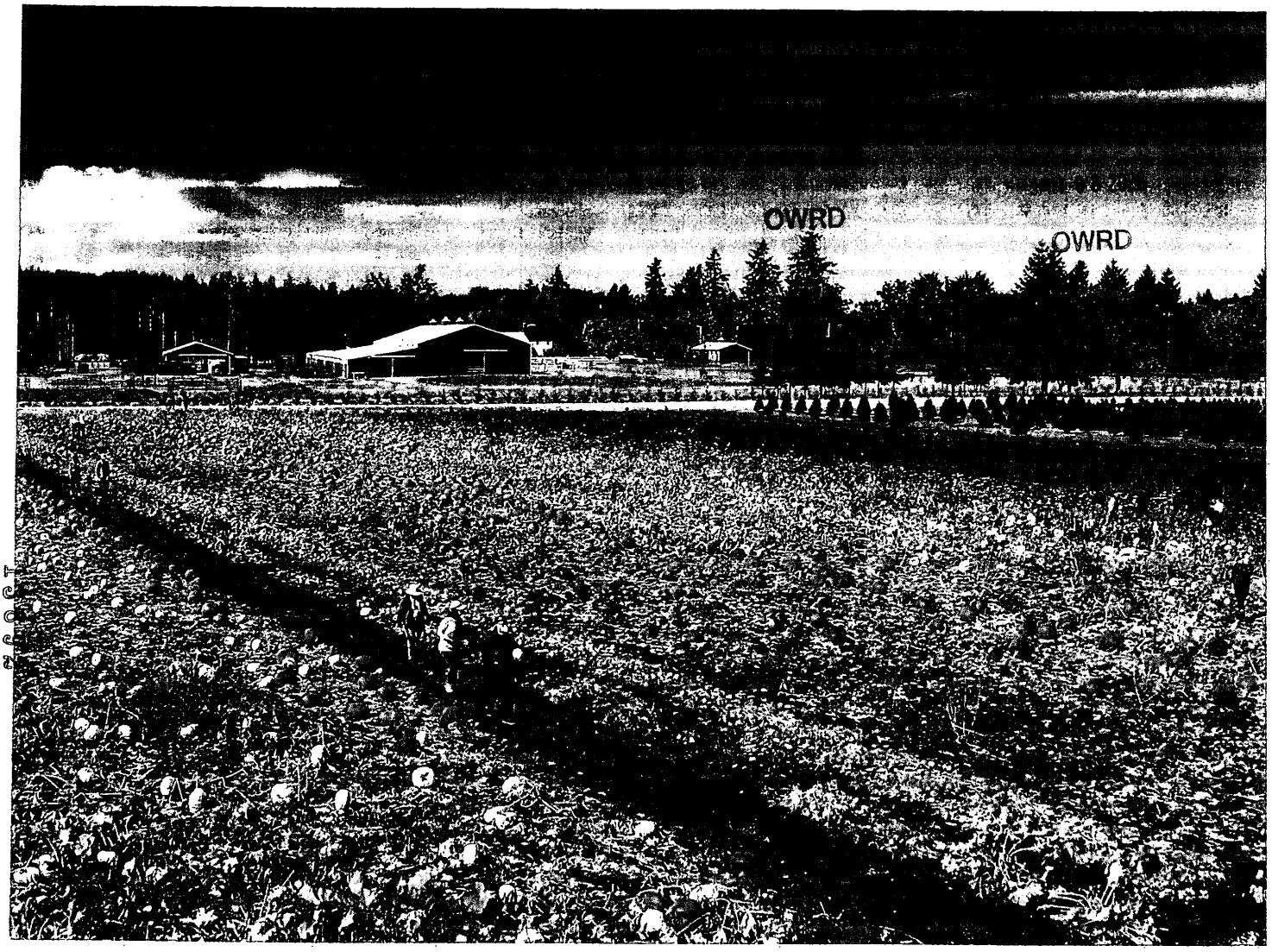
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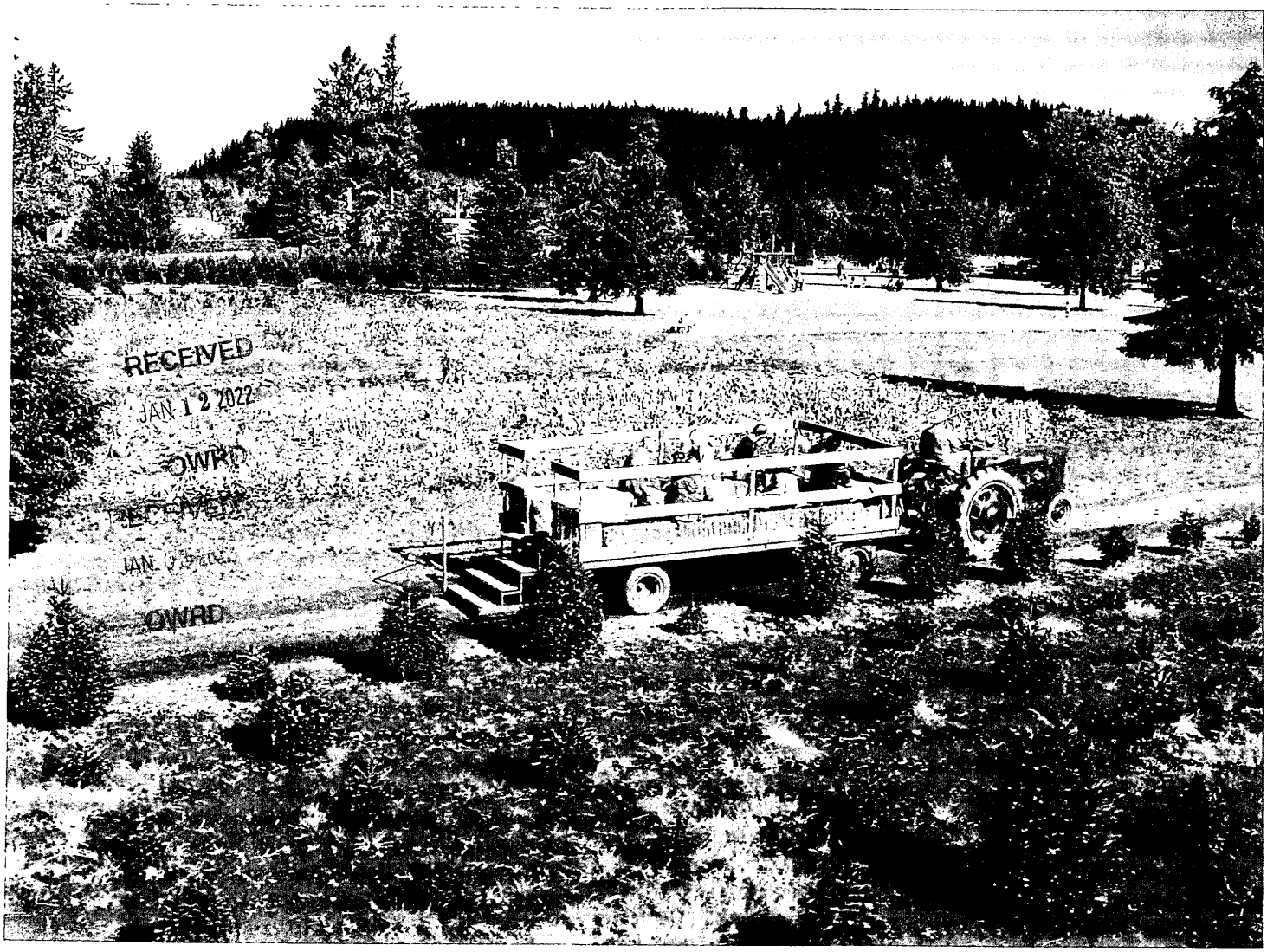
OWRD



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Farm Acct

Transactions

Transaction Date	Posting Date	Description	Reference Number	Account Number	Amount	Total
		Payments and Other Credits				
05/15	05/15	Automated Phone Payment-Thank You	9662	9879	-1,529.10	
		TOTAL PAYMENTS AND OTHER CREDITS FOR THIS PERIOD				**-$1,529.10**
		Purchases and Adjustments				
04/18	04/20	TS&L SEED COMPANY INC WOODLAND CA	0077	9879	86.34	
03/29	04/21	Osborne Seed Company 360-424-7333 WA	4275	9879	160.55	
04/20	04/21	LES SCHWAB TIRES #0235 ESTACADA OR	5036	9879	27.25	
04/22	04/23	CHEVRON 0096992 WOODBURN OR	4570	9879	134.76	
04/21	04/24	Osborne Seed Company 360-424-7333 WA	3332	9879	10.95	
04/23	04/26	BRIM TRACTOR SALEM OR	4151	9879	1,558.98	
04/23	04/26	BRIM TRACTOR SALEM OR	4193	9879	428.88	
04/26	04/27	76 BORING OR	7049	9879	29.21	
04/28	04/30	BRIM TRACTOR SALEM OR	0890	9879	3,017.10	
04/29	04/30	76 BORING OR	6061	9879	34.71	
04/29	05/03	Osborne Seed Company 360-424-7333 WA	5289	9879	16.25	
05/02	05/03	76 BORING OR	3961	9879	35.84	
05/05	05/06	CHEVRON 0096371 CLACKAMAS OR	3192	9879	121.17	
05/06	05/07	NAPA STORE 3715074 CLACKAMAS OR	6850	9879	141.26	
05/06	05/08	FISHER'S SUPPLY CANBY OR	0792	9879	502.90	
05/06	05/08	FISHER'S SUPPLY CANBY OR	0792	9879	163.96	
05/07	05/08	FISCHER MILL SUPPLY OREGON CITY OR	0173	9879	11.99	
05/08	05/10	AMZN MKTP US*2L66I0BY1 AMZN.COM/BILLWA	4795	9879	16.13	
05/09	05/10	CHEVRON 0308005 OREGON CITY OR	9537	9879	146.00	
05/10	05/11	FISCHER MILL SUPPLY OREGON CITY OR	0173	9879	14.37	
05/10	05/11	COASTAL FARM & RANCH O OREGON CITY OR	0936	9879	71.99	
05/11	05/12	76 BORING OR	6950	9879	53.06	
05/12	05/13	FISCHER MILL SUPPLY OREGON CITY OR	0029	9879	65.00	
05/12	05/13	NAPA STORE 3715074 CLACKAMAS OR	1080	9879	29.99	
05/14	05/15	FISCHER MILL SUPPLY OREGON CITY OR	0189	9879	65.00	
05/12	05/17	Osborne Seed Company 360-424-7333 WA	5105	9879	17.60	
05/17	05/18	76 BORING OR	1123	9879	36.21	
05/17	05/18	76 BORING OR	1115	9879	17.75	
05/18	05/19	CHEVRON 0098992 WOODBURN OR	3263	9879	129.78	
05/18	05/19	LES SCHWAB TIRES #0235 ESTACADA OR	9640	9879	12.27	
		TOTAL PURCHASES AND ADJUSTMENTS FOR THIS PERIOD				**$7,157.26**
		Interest Charged				
05/19	05/19	INTEREST CHARGED ON PURCHASES			0.00	
05/19	05/19	INTEREST CHARGED ON BALANCE TRANSFERS			0.00	
05/19	05/19	INTEREST CHARGED ON DIR DEP&CHK CASHADV			0.00	
05/19	05/19	INTEREST CHARGED ON BANK CASH ADVANCES			0.00	
		TOTAL INTEREST CHARGED FOR THIS PERIOD				**$0.00**

2021 Total Year-to-Date	
Total fees charged in 2021	$0.00
Total interest charged in 2021	$0.00

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From: Chelsea Randall chelsea@fischermill.com
Subject: FMS INV271174
Date: December 29, 2021 at 12:06 PM
To: CHERSHOMES@ME.COM chershomes@me.com

Hi Cher,

I have attached the invoice you requested. Please let me know if anything else is needed or if you have any questions.

Thanks so much!

Chelsea Randall
Marketing/Office Assistant/Sales
20990 S Fischers Mill Rd
Oregon City, OR 97045
Office: 503-631-3411 Cell: 503-866-9995
chelsea@fischermill.com

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FISCHER MILL SUPPLY, INC.
EST. 1889

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Reg Telefon
503-539-7922
X
1 ton 16-16-16 550.00

13892

CUSTOMER ACCT. NO.

DATE 3 129121

NAME Reg Tollefson

ADDRESS
CITY
STATE
ZIP 503-539-7922

CUSTOMER ORDER NO.

MERCHANDISE SOLD			MDSE. RETD		RECEIVED ON		PAID OUT	SOLD BY
CASH	CHARGE	C.O.D.	CASH	CREDIT	ACCOUNT	NOTE		
X								

QTY.	DESCRIPTION	PRICE	AMOUNT	
1	ton 16-16-16		550	00

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VISA

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Thank You

271174

SALES TAX

TOTAL $

ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS BILL

ROYAL 550 TE

WESTERN EQUIPMENT DEALERS ASSOCIATION · KANSAS CITY, MO

13892

Outstanding Seed Company, LLC

Order Acknowledgment

Early Order Discount Schedule
November 6%
December 3%

Order Number 10307
P.O. Number

Toll Free 800.385.9254
www.outstandingseed.com
P.O. Box 202
Monaca PA 15061

Cher & Reginold Tollefson
Kirchem Farm
19723 S Bakers Ferry Road
Oregon City OR 97045
503-539-8602
Special Instructions

Salesman Jamie Hoffman
Page Number 3 of 3
Order Date 12/16/2019
Bank Card Information
4664

Ship To Address (If Different)
Kirchem Farm
19723 S Bakers Ferry Road
Oregon City
OR 97045

12-17-2019 $937.47 x4664 Paid in full. Thank you, Char.

SUMMARY OF LIMITED WARRANTY: Outstanding Seed warrants for the current growing season that the seeds are as described on the container, subject to tolerances established by law. **Under no circumstances will Outstanding Seed have liability in excess of the total amount paid.** For more complete details, please refer to the Terms and Conditions of Sale, which apply to this order. They are published in this catalog and at www.outstandingseed.com/terms-and-conditions-of-sale/

Quantity	UOM	Variety	Sub Lot Number	Discount	Ext Price	Specie
0.250	M	Capital F1 (FarMore)		3%	$40.78	Pumpkin
0.100	M	Grower's Giant F1 (FarMore)		3%	$38.51	Pumpkin

Subtotal: $966.48
Discount: $29.01
Total: $937.47

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Outstanding Seed Company, LLC **Order Acknowledgment**	**Early Order Discount Schedule** **November 6%** **December 3%**	Order Number 10307 P.O. Number	Toll Free 800.385.9254 www.outstandingseed.com P.O. Box 202 Monaca PA 15061

Cher & Reginold Tollefson Kirchem Farm 19723 S Bakers Ferry Road Oregon City OR 97045 503-539-8602 Special Instructions	Salesman Jamie Hoffman Page Number 1 of 3 Order Date 12/16/2019 Bank Card Information 4664	Ship To Address (If Different) Kirchem Farm 19723 S Bakers Ferry Road Oregon City OR 97045

12-17-2019 $937.47 x4664 Paid in full. Thank you, Char

Jamie

SUMMARY OF LIMITED WARRANTY: Outstanding Seed warrants for the current growing season that the seeds are as described on the container, subject to tolerances established by law. **Under no circumstances will Outstanding Seed have liability in excess of the total amount paid.** For more complete details, please refer to the Terms and Conditions of Sale, which apply to this order. They are published in this catalog and at www.outstandingseed.com/terms-and-conditions-of-sale/

Quantity	UOM	Variety	Sub Lot Number	Discount	Ext Price	Specie
0.500	M	Benchmark F1 (FarMore)		3%	$62.73	Pumpkin
0.500	M	Millionaire F1 (FarMore)		3%	$62.73	Spaghetti Squash
0.250	M	Denali F1 (FarMore)		3%	$42.82	Pumpkin
0.250	M	Daybreak F1 (FarMore)		3%	$81.35	Pumpkin
0.250	M	Bunch O Warts F1 (FarMore)		3%	$40.78	Pumpkin
0.250	M	White Delight F1 (FarMore)		3%	$81.35	Pumpkin
0.250	M	Sugar Cup F1 (FarMore)		3%	$81.35	Pumpkin

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Outstanding Seed Company, LLC **Order Acknowledgment**	**Early Order Discount Schedule** **November 6%** **December 3%**	Order Number 10307 P.O. Number	Toll Free 800.385.9254 www.outstandingseed.com P.O. Box 202 Monaca PA 15061

Cher & Reginold Tollefson Kirchem Farm 19723 S Bakers Ferry Road Oregon City OR 97045 503-539-8602 Special Instructions	Salesman Jamie Hoffman Page Number 2 of 3 Order Date 12/16/2019 Bank Card Information 4664	Ship To Address (If Different) Kirchem Farm 19723 S Bakers Ferry Road Oregon City OR 97045

12-17-2019 $937.47 x4664 Paid in full. Thank you, Char.

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SUMMARY OF LIMITED WARRANTY: Outstanding Seed warrants for the current growing season that the seeds are as described on the container, subject to tolerances established by law. **Under no circumstances will Outstanding Seed have liability in excess of the total amount paid.** For more complete details, please refer to the Terms and Conditions of Sale, which apply to this order. They are published in this catalog and at www.outstandingseed.com/terms-and-conditions-of-sale/

Quantity	UOM	Variety	Sub Lot Number	Discount	Ext Price	Specie
0.250	M	Moon Whisper F1 (FarMore)		3%	$81.35	Pumpkin
0.250	M	Rascal F1 (FarMore)		3%	$81.35	Pumpkin
0.250	M	Blue Delight F1 (FarMore)		3%	$81.35	Pumpkin
0.250	M	Superior F1 (FarMore)		3%	$38.71	Pumpkin
0.250	M	Trophy F1 (FarMore)		3%	$40.78	Pumpkin
0.250	M	Apogee F1 (FarMore)		3%	$42.82	Pumpkin
0.250	M	Packer F1 (FarMore)		3%	$38.71	Pumpkin

Outstanding Seed Company, LLC

Packing List

Early Order Discount Schedule
November 6%
December 3%

Order Number 10307
P.O. Number

Toll Free 800.385.9254
www.outstandingseed.com
P.O. Box 202
Monaca PA 15061

Cher & Reginold Tollefson
Kirchem Farm
19723 S Bakers Ferry Road
Oregon City OR 97045
503-539-8602
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Page Number 1 of 3
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Oregon City
OR 97045

12-17-2019 $937.47 x4664 Paid in full. Thank you, Char.

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All sales are subject to Outstanding Seed Co., LLC's terms and conditions of sale, which are printed in its catalog, and at www.outstandingseed.com

	Quantity	UOM	Variety	Sub Lot Number		Discount	Ext Price	Specie	
1-22	0.500	M	Benchmark F1 (FarMore)	305[illegible] - 120589	95	3%	$62.73	Pumpkin	✓✓
7-12 lbs	0.500	M	Millionaire F1 (FarMore) Winter Squash	3139 - 124977	95	3%	$62.73	Spaghetti Squash	✓✓
0-60	0.250	M	Denali F1 (FarMore)	3059 - 120588	95	3%	$42.82	Pumpkin	✓✓
28-50 lbs	0.250	M	Daybreak F1 (FarMore)	3254 - 126153	90	3%	$81.35	Pumpkin	✓✓
0-30	0.250	M	Bunch O Warts F1 (FarMore)	3241 - 126151	90	3%	$40.78	Pumpkin	✓✓
12-16	0.250	M	White Delight F1 (FarMore)	3028 - 124983	100	3%	$81.35	Pumpkin	✓✓
	0.250	M	Sugar Cup F1 (FarMore) green	3258 - 126146	100	3%	$81.35	Pumpkin	✓✓

4 TM 3/0/20

Outstanding Seed Company, LLC Packing List	Early Order Discount Schedule November 6% December 3%	Order Number 10307 P.O. Number	Toll Free 800.385.9254 www.outstandingseed.com P.O. Box 202 Monaca PA 15061

Cher & Reginold Tollefson Kirchem Farm 19723 S Bakers Ferry Road Oregon City OR 97045 503-539-8602 Special Instructions	Salesman Jamie Hoffman Page Number 2 of 3 Order Date 12/16/2019 Bank Card Information 4664	Ship To Address (If Different) Kirchem Farm 19723 S Bakers Ferry Road Oregon City OR 97045

12-17-2019 $937.47 x4664 Paid in full. Thank you, Char.

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All sales are subject to Outstanding Seed Co., LLC's terms and conditions of sale, which are printed in its catalog, and at www.outstandingseed.com

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	Quantity	UOM	Variety	Sub Lot Number		Discount	Ext Price	Specie	
14	0.250	M	Moon Whisper F1 (FarMore)	3297-126145	90	3%	$81.35	Pumpkin	✓✓
30-40	0.250	M	Rascal F1 (FarMore)	1979-125066	100	3%	$81.35	Pumpkin	✓✓
20-30	0.250	M	Blue Delight F1 (FarMore)	3080-125024	100	3%	$81.35	Pumpkin	✓✓
20-25	0.250	M	Superior F1 (FarMore)	2024-120590	100	3%	$38.71	Pumpkin	✓✓
1-6	0.250	M	Trophy F1 (FarMore)	2041-125035	95	3%	$40.78	Pumpkin	✓✓
40-60	0.250	M	Apogee F1 (FarMore)	1799-120591	95	3%	$42.82	Pumpkin	✓✓
1-10	0.250	M	Packer F1 (FarMore)	2089-125119	85	3%	$38.71	Pumpkin	✓✓

Outstanding Seed Company, LLC

Packing List

Early Order Discount Schedule

November 6%
December 3%

Order Number 10307

P.O. Number

Toll Free 800.385.9254
www.outstandingseed.com
P.O. Box 202
Monaca PA 15061

Cher & Reginold Tollefson
Kirchem Farm
19723 S Bakers Ferry Road
Oregon City OR 97045
503-539-8602

Special Instructions

Salesman Jamie Hoffman
Page Number 3 of 3
Order Date 12/16/2019
Bank Card Information
4664

Ship To Address (If Different)

Kirchem Farm
19723 S Bakers Ferry Road
Oregon City
OR 97045

12-17-2019 $937.47 x4664 Paid in full. Thank you, Char.

All sales are subject to Outstanding Seed Co., LLC's terms and conditions of sale, which are printed in its catalog, and at www.outstandingseed.com

Quantity	UOM	Variety	Sub Lot Number	Discount	Ext Price	Specie	
.5-18 0.250	M	Capital F1 (FarMore)	95 3037 - 121915	3%	$40.78	Pumpkin	✓✓
50-200 0.100	M	Grower's Giant F1 (FarMore)	100 3148 - 125067	3%	$38.51	Pumpkin	✓✓
			Totals:	$29.01	$937.47		

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LOGAN ZENNER
SEEDS, INC.

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RECEIVED
JAN 03 2022
OWRD

ORDER RECEIVED

Thank you. Your order has been received.

ORDER NUMBER: 7025
DATE: March 29, 2020
TOTAL: $123.34
PAYMENT METHOD: Credit/Debit Card

Kim Logan

ORDER DETAILS

PRODUCT	TOTAL	
Jack Be Little - Premium - Mini Pack (30 Seeds) × 3	$11.85	90
Wee-Be-Little - 0.1M × 1	$3.74	200?
Kakai - 1 oz × 1 Seedless	$17.79	200?
Batwing Mix - Mini Pack (15 Seeds) × 5	$19.75	75
Uchiki Kuri - Mini Pack (30 Seeds) × 3	$11.85	90
Bush Delicata - Mini Pack (30 Seeds) × 4	$15.80	120
Red Sun - 1 oz × 1	$4.82	150?

order more for 2021

13892

760

TERRITORIAL SEED COMPANY
PO Box 158
Cottage Grove, OR 97424-0061
Phone: (541) 942-9547
www.TerritorialSeed.com
info@territorialseed.com

24788731224005105660

SHIP TO
HISTORIC KIRCHEM FARM
HISTORIC KIRCHEM FARM
19723 S BAKERS FERRY RD
OREGON CITY, OR 97045-8440

2021

Ref: 2292658
HISTORIC KIRCHEM FARM
97045-8440

OR

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Order Number	Purchase Order	Date
NS2292658		12/26/2020

Note

PACKING INFORMATION

Quantity	Bin #	Item #	Description
2	D5-6-09	FL3289/B	SUNFLOWER INFRARED MIX 8 grams
2	C7-6-10	PU711/B	PUMPKIN KANDY KORN PLUS 1 ounce
2	C5-2-09	PU722/B	PUMPKIN NAKED BEAR 1 ounce
4	C5-2-03	PU720/B	PUMPKIN CINDERELLA (ROUGE VIF D'ETAMPES) 1 ounce

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Territorial Seed Company Return Form

Thank you for ordering from Territorial Seed Company. We want you to be 100% satisfied with the seed and accessories that you buy from us. If anything you purchase from Territorial Seed Company proves to be unsatisfactory, we will either replace the item, or refund* the purchase price, whichever you prefer. Our seed is guaranteed for 1 year from date of purchase. Please notify us within 30 days of any problem. For a refund, please complete the following form and enclose it with the item or seed you are returning. For assistance call (541) 942-9547 8:00 a.m. to 5:00 p.m. Pacific time Monday through Friday.

Return items by mail or UPS to: Territorial Seed Company
20 Palmer Avenue
Cottage Grove, OR 97424

ITEMS BEING RETURNED

Catalog Number	Size	Quantity	Name of Item	Price		Reason Code
			Total Returned			

Reason Codes:
A Quality not satisfactory
B Wrong item shipped
C Duplicate shipment
D Changed mind
Z Damaged, not usable

Comments:

ACTION DESIRED

- ☐ Please send a replacement.
- ☐ Please exchange for items listed below.
- ☐ Please send refund.
  If you paid by check or money order we will issue a refund check.*
  If you paid by credit card, please enter the number of the card to which you would like the credit applied.

Credit card number for refund

Expires last day of ___ — ___

☐ Visa
☐ Mastercard
☐ Discover
☐ American Exp

Catalog Number	Size	Quantity	Name of item	Price	
			Total		
			Subtract total returned		
			Return* or amount owed		

* If there is a refund over $5.00 due to you, we will issue a refund check or credit your credit card. Refunds under $5.00 will be applied to your next order unless you specifically request a refund.

For ordering additional items, please use the order form in the catalog or place your order by phone or fax. Phone (541) 942-9547 FAX (888) 657-3131.

NOTICE TO BUYER - TERRITORIAL SEED WARRANTY AND CONDITIONS OF SALE

London Springs Inc dba Territorial Seed Company, (herein after collectively referred to as the vendor "Territorial") warrants that the seed it sells conforms to the label description as required by State, Federal and/or Provincial Seed Laws. Territorial limits its warranty to the full amount of the purchase price of such seeds. TERRITORIAL MAKES NO OTHER WARRANTIES, GUARANTEES OR CONDITIONS EXPRESSED OR IMPLIED OF THE MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR OTHERWISE OF THE SEED SOLD BY IT OR THE CROPS GROWN FROM SUCH SEEDS. It is recognized that a mistake or human error can be made in the production, processing or packaging of such seeds: therefore, in any event, direct or consequential on account of any negligence whatsoever - IF A BREACH OF WARRANTY, CONDITION OR CONTRACT OCCURS WITH RESPECT TO SUCH SEEDS - THAT IN NO CASE SHALL TERRITORIAL BE LIABLE FOR MORE THAN THE PRICE ACTUALLY INVOICED AND OR PAID FOR SUCH SEEDS BY THE PURCHASER TO THE VENDOR AND/OR THE VENDOR'S AGENT. As a condition to any liability, Territorial must receive notice by registered mail of any claim that the seed is defective within 30 days after the defect in the seed becomes apparent. Territorial has based the prices of its seeds on this limited warranty and limited liability and these prices would be much higher if further liability coverage were required. These warranties and limitations of liability may not be altered or amended except by an instrument in writing executed by duly authorized officers of Territorial and stamped with the company seal. By acceptance of such seeds, the purchaser of such seeds acknowledges that this limited warranty and disclaimer herein before described are conditions of sale and that they constitute the entire agreement between the Vendor and the Purchaser regarding warranty and/or any other liability conditions.

IF THIS LIMITED WARRANTY AND GUARANTEE IS NOT ACCEPTABLE TO THE PURCHASER AS A CONDITION OF SALE –THEN THE PURCHASER MUST NOT PLANT THE SEEDS AND MUST RETURN THE SEEDS IN THEIR ORIGINAL UNOPENED PACKAGE, and the purchase funds shall be refunded.

PLEASE READ THIS WARRANTY BEFORE PLANTING SEED

13892

[redacted] $222.75

Order WW153844

Thank you HISTORIC!

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JAN 03 2022
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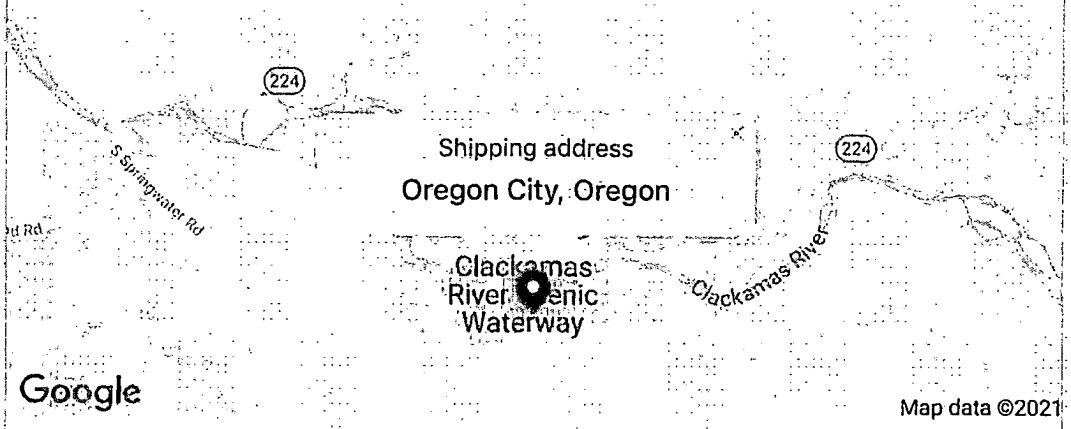
2 BEPPO
SEED / 1 ounce

Delivered January 29



Your shipment has been delivered

Your shipment has been delivered to the address you provided. If you haven't received it, or if you have any other problems, please contact us.

USPS tracking number:
9400111899220071003153

4 CINDERELLA (ROUGE VIF D'ETAMPES)
SEED / 1 ounce 84 seeds

2 NAKED BEAR
SEED / 1 ounce

2 KANDY KORN PLUS
SEED / 1 ounce

2 INFRARED MIX
SEED / 8 grams

included?
Bepo 1 oz

13892

UNITED SITE SERVICES
P.O. BOX 1870
ASHLAND, VA 23005-4870

United SITE SERVICES

INVOICE

United Site Services of Nevada, Inc. Customer Service: 1-800-864-5387

Customer ID: USS-436058
Invoice No: 114-11050872
Terms: Due Upon Receipt
P.O. No:
Our Order No: 0-2000238
Invoice Date: 10/08/20

3922

CHER TOLLEFSON
19723 S BAKERS FERRY RD
OREGON CITY OR 97045-8440

Ship To: CHER TOLLEFSON
19723 S BAKERS FERRY RD
OREGON CITY, OR 97045

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OWRD

Item / Description	Quantity	Term	From / Thru	Unit Price	Total Price
STD Standard Restroom	4 Each	1	10/02/20 10/29/20	20.00	80.00
REG-STD Weekly Service	4 Each	1	10/02/20 10/29/20	70.00	280.00
HS Hand Sanitizer	4 Each	1	10/02/20 10/29/20	35.00	140.00
ADA ADA Wheelchair Accessible	1 Each	1	10/02/20 10/29/20	25.00	25.00
REG-ADA Weekly Service	1 Each	1	10/02/20 10/29/20	122.50	122.50
HS Hand Sanitizer	1 Each	1	10/02/20 10/29/20	35.00	35.00
2SS 2 Station Sink	2 Each	1	10/02/20 10/29/20	20.00	40.00
REG-2SS Weekly Service	2 Each	1	10/02/20 10/29/20	150.00	300.00
DEL-2SS Delivery, Setup, Removal	1 Each	Misc.	10/02/20 10/02/20	140.00	140.00
EEC Environment/Energy/Compliance					147.14
ESF Enhanced Safety Fee					83.41

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1. Acceptance. Customer shall be deemed to have accepted these terms and conditions ("Agreement") upon the earliest of: (i) two business days after receipt of a Company invoice; (ii) delivery of Equipment including, among others, portable restrooms, trailers, fencing, roll-off dumpster, portable storage containers, and/or temporary power equipment (collectively or individually, the "Equipment") to the Customer's designated site (the "Site") and use or acceptance thereof; (iii) acknowledgment or other conduct of Customer (including payment against any invoice); or (iv) Company's performance of any services Customer has requested. This Agreement supersedes any inconsistent terms of any purchase order or other Customer documents. All agreements are subject to approval by Company.

2. Payment Terms. Customer shall pay all charges due to Company during the term (the "Period") shown on the relevant invoice. **All invoices are due and payable upon receipt.** Company's rates are for the entire Period, which shall not be prorated (i.e., charges for less than a full Period shall not be prorated). Customer shall be liable to Company for all collection expenses (including reasonable attorneys' fees), and interest at the rate of 1.5% per month, or such lesser rate as may be the maximum lawful rate, on all overdue accounts. Customer shall pay all additional charges for services separately requested or made necessary by Customer's breach of this Agreement, including moving/relocation charges, special service charges, and special delivery and removal charges. For payments by check, Customer authorizes Company to use information from Customer's check to make a one-time electronic fund transfer from Customer's account or to process this transaction as a check. Customer shall pay all taxes, including sales tax, license fees and permit fees arising out of the use of the Equipment. Customer shall pay such taxes whether such taxes are shown on the relevant quotation or invoice or whether such taxes are later claimed by a governmental authority. In the event of a claim by a governmental agency for taxes related to the Equipment, Customer shall pay to Company such taxes on demand.

3. Service. Company offers servicing as an option on all portable restrooms. If Customer orders servicing, Company will remove any domestic septic waste ("DSW") from portable restrooms on the service day(s) scheduled by Company. If Company is unable to service the Equipment as scheduled due to a holiday, inclement weather, site restrictions, site inaccessibility or other circumstances, Company shall service the Equipment on the next available business day subject to Company's other service commitments. Customer shall provide Company timely, sufficient and unobstructed access to Equipment, including extended hours or after business hours access, as necessary to perform Services. The pricing of this Agreement is based upon: easy access to Site, firm and level ground and a dry location. Company will not remove any waste other than DSW from portable restrooms.

4. Damage Waiver. Company offers a damage waiver program exclusively on single occupancy plastic restroom units. **If Customer accepts and pays for the Damage Waiver** at the time of rental, Customer shall have no responsibility for accidental structural damage to the Equipment, EXCEPT (i) Customer shall be liable for theft or disappearance of any Equipment and for any losses or damage resulting from any willful or negligent acts or omissions of Customer or any of its agents, contractors or employees; and (ii) Customer shall exercise all rights available under its insurance required by Section 8 hereof, and Customer shall take all actions necessary to process and pursue all insurance claims, and Customer will pay any and all proceeds from such insurance to Company. If Customer does not accept and pay for the Damage Waiver at the time of rental, Customer is liable for any and all loss or damage to the Equipment, regardless of cause or fault, except for reasonable wear and tear or damage caused by Company, and Customer shall pay Company the actual cost of repair or replacement of the Equipment and, in addition thereto, for Company's loss of use of the Equipment. Customer shall promptly notify Company of any loss or damage to the Equipment and shall provide Company with copies of all reports relating to same, including police reports, informal investigation reports, and insurance reports. **This Damage Waiver does not apply to portable toilets and containers contaminated with Hazardous Materials while in the Customer's possession.** Company is not responsible for damage caused to Equipment or otherwise when Company performs at the Customer's direction including damage to delivery location and truck access path, except to the extent caused by Company's sole negligence.

5. Equipment Responsibility. Company will deliver the Equipment to the Site at the Period's commencement. Customer warrants and represents it has exercised due diligence and care in the selection of a Site safe for placement of any Equipment, and further agrees to direct and supervise the Equipment's placement. Title to all Equipment remains with Company. Customer shall not modify or move the Equipment from the Site absent Company's written consent. If Customer moves the Equipment from the Site without Company's written consent, Customer immediately assumes all responsibility and liability for all losses and costs incurred by Company. Customer warrants and represents it is familiar with the safe and proper use of the Equipment. Customer shall not sell, rent, lease or otherwise lose possession of the Equipment, nor shall Customer permit any lien to be placed on the Equipment. Customer acknowledges that Company has no control over the use of the Equipment by Customer, and Customer agrees to comply, at Customer's sole expense, with all applicable governmental and quasi-governmental laws and guidelines, including ANSI Standard Z4.3 and PASI's published requirements in its "Guide for Clean Portable Sanitation", if applicable. Customer further agrees to (i) obtain and comply with all applicable governmental and quasi-governmental licenses, permits, registrations, permissions and other approvals ("Permits") applicable to the Equipment; and (2) comply with all applicable Permits held by Company applicable to the Equipment.

6. Equipment Contamination. Customer represents and warrants that any waste material to be collected in the Equipment or disposed of by Company does not include any radioactive, volatile, biohazardous (excluding noninfectious DSW), flammable, explosive, special waste, or hazardous materials (including but not limited to asbestos, petroleum, paints and any substance identified by a governmental agency as being hazardous or toxic) or their equivalent (collectively, "Hazardous Materials"). At all times, Customer shall hold all title to and liability for all waste material. Company will not remove tires, Hazardous Materials, or appliances from dumpsters (collectively, "Prohibited Waste"). Customer will be responsible for all removal, cleanup, remediation, fines, penalties and other costs arising from or relating to the presence of Prohibited Waste attributable to Customer's possession of the Equipment. Customer will be responsible for all fines or penalties on overweight containers. Mattresses or other bulky items found in dumpsters may result in additional fees. If Prohibited Waste is found in or around the Equipment, Customer shall arrange and pay for separate removal, disposal and remediation of such waste and Equipment. Customer may not terminate the Period and shall be responsible for all accrued charges until such Prohibited Waste is removed and the Equipment is remediated.

7. Liability & Indemnification. Except to the extent Customer is not liable under the Damage Waiver program described in Section 4, Customer agrees to defend, indemnify and hold harmless Company to the maximum extent permitted by law against and for all claims, lawsuits, damages, expenses, penalties, fines, and other losses arising out of any of (a) the rental, delivery, condition, possession, maintenance, use or operation of Equipment delivered to or rented by Customer, including but not limited to any claims that might be brought against only Company by an employee of Customer, (b) waste material collected in the Equipment or disposed of by Company, or (c) any damage to underground pipes, sewers, wires, conduits or utilities resulting from Customer's failure to comply with Section 12. Customer's indemnity and defense obligations apply to the maximum extent permitted by law to all injuries, damages and losses regardless of whether same are caused, or are alleged to have been caused, in whole or in part by Company's, Customer's, or a third party's acts or omissions, except that Customer will have no obligation to indemnify or defend Company to the extent the injury, damage, or loss was actually caused by Company's sole negligence or willful misconduct. Customer expressly agrees and will cause its insurer to accept a tender by Company to Customer of any claim arising out of the rental, delivery, condition, possession, maintenance, use or operation of the Equipment. Company, its officers, directors and agents shall not, under any circumstances, be liable to Customer for consequential, incidental, special, exemplary or punitive damages arising out of or relating to the Equipment. Customer's exclusive remedy for any claims or causes of action arising out of or related to the Equipment shall be recovery of direct damages in an amount not to exceed the amount paid by Customer for use of the Equipment. EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED HEREIN, ALL EQUIPMENT IS PROVIDED TO CUSTOMER "AS IS," "WHERE IS," AND "WITH ALL FAULTS," AND THERE ARE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONDITION OR PERFORMANCE OF THE EQUIPMENT, ITS MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8. Assumption of Risk; Insurance. Customer assumes all risk of and liability for injury (including death) to any person or property and for all other risks and liabilities arising from the rental, delivery, condition, possession, maintenance, use or operation of the Equipment. Customer agrees, at its own expense and at all times during the term of the Agreement, to maintain Commercial General Liability ("CGL") insurance with limits of not less than $1,000,000 per occurrence for sums that an insured must pay as damages because of bodily injury or property damage arising out of the condition, possession, maintenance, use, operation, erection, dismantling, servicing or transportation of the Equipment. Customer and its agents will cooperate with Company and Customer's insurers in any claim or suit arising therefrom and will do nothing to impair or invalidate the applicable insurance coverage. In addition, Customer agrees, at its own expense and at all times during the term of the Agreement, to maintain Property Insurance in an amount adequate to cover any damage to, or loss of, the Equipment. Customer's Property Insurance must cover non-owned Equipment while in Customer's care, custody and control. Customer agrees to add Company as an Additional Insured and Loss Payee on all insurance required by the Agreement. Customer's CGL insurance must be primary and non-contributory with any insurance maintained by Company and must include a waiver of subrogation in favor of Company. The amount, terms and conditions of the insurance maintained by Customer must be reasonably acceptable to Company. Customer agrees to abide by all terms and conditions of all such insurance. Customer agrees to provide Company with Certificates of Insurance ("COI") evidencing the insurance required by the Agreement. Company's acceptance of Customer's COI will not be deemed a waiver or modification of Customer's insurance, indemnity or any other obligations under the Agreement. The provisions of this Section 8 are in addition to, and do not limit, qualify or waive any obligations of Customer under this Agreement, including but not limited to Customer's obligations under Section 7 above. Customer's fulfillment of its insurance obligations do not limit Customer's liability under Section 7 above. The provisions of Section 7 above do not limit or qualify the provisions of this Section 8 or the scope of insurance coverage provided to Company as an Additional Insured or Loss Payee.

9. Termination. Company may terminate this Agreement and immediately remove the Equipment if (i) Customer fails to pay any amount when due, (ii) Customer breaches the Agreement, (iii) there is a loss of or damage to the Equipment, (iv) a lien is placed, or is proposed to be placed, on any Equipment, (v) a proceeding in bankruptcy or for other protection from creditors is commenced by or against Customer, or (vi) Company's convenience. Company shall not be responsible for losses due to removal of Company's Equipment pursuant to this paragraph.

10. Governing Law; Non-Waiver; Amendments. This Agreement is governed by the laws of the state where the Site is located, without giving effect to principles of conflicts of laws. Each party submits to the jurisdiction of any state or federal court sitting in such state in any action or proceeding arising out of or relating to this Agreement. No failure by Company to exercise any right hereunder shall operate as a waiver of any other right hereunder, and a waiver of any right on one occasion shall not constitute a waiver of any such right on any future occasion. All modifications to this Agreement must be in a writing signed by both parties.

11. Errors & Omissions. Company reserves the right to correct any erroneous information that may appear in this invoice or may have appeared in a prior invoice including, without limitation, Customer's name or address, or billing amounts.

12. Fencing. For fence rental and installation, Customer shall establish all property line stakes and grade stakes. Unless otherwise agreed, fences shall follow ground lines/level. Prior to install, Customer shall provide Company with the location and character of any underground pipes, sewers, wires, conduits, obstructions, conditions or restrictions which may interfere with or be damaged at install or thereafter. Customer shall notify any and all underground service entities in advance of install. Customer shall cooperate fully in Company's installation by (a) clearing a sufficient working area of all obstructions and removable hazards, including clearing all trees and brush for six feet on either side of fence location; (b) surveying, grading, locating and staking fence line and identifying/verifying all property and utility lines; (c) notifying and safeguarding Company of all potential hazards; and (d) coordinating Company's work with all others on the Site. Company may extend install deadlines and Customer shall pay for any expenses resulting from Customer's compliance with these terms. Customer is responsible for all relocation/re-installation costs. Customer shall inspect and accept the fence within twenty-four (24) hours of installation.

13. Conditional Payments. Any payment that Customer sends Company for less than the full balance due that is marked "paid in full" or contains a similar notation, or that Customer otherwise tenders in full satisfaction of a disputed amount, must be sent to the address listed in Section 14. Company reserves all rights regarding these payments (e.g., Company may accept the check and Customer will still owe any remaining balance). Company may refuse to accept any such payment by returning it to Customer, not cashing it or destroying it.

14. Price Adjustments: Company reserves the right to impose a price increase at any time with or without notice to Customer.

15. Notices. Any required notice shall be in writing delivered to United Site Services, Inc. 118 Flanders Road, Suite 1000, Westborough, MA 01581 Attn: (Legal Department). Any notice given pursuant to this contract shall be considered duly given when received by the representatives of the parties hereto. For information about our privacy practices, go to https://www.unitedsiteservices.com/privacy-policy.

UNITED SITE SERVICES
P.O. BOX 1870
ASHLAND, VA 23005-4870

United SITE SERVICES

INVOICE

United Site Services of Nevada, Inc. Customer Service: 1-800-864-5387

Customer ID: USS-436058
Invoice No: 114-11050872
Terms: Due Upon Receipt
P.O. No:
Our Order No: 0-2000238
Invoice Date: 10/08/20

Bill To: CHER TOLLEFSON
19723 S BAKERS FERRY RD
OREGON CITY, OR 97045

Ship To: CHER TOLLEFSON
19723 S BAKERS FERRY RD
OREGON CITY, OR 97045

RECEIVED
JAN 03 2022
OWRD

RECEIVED
JAN 12 2022
OWRD

Total: 1,393.05

Pay Your Invoices Online at www.UnitedSiteServices.com/BillPay

Please detach this coupon and include with your payment in the enclosed envelope.
See Reverse for Terms & Conditions, which are part of this Agreement
wherein United Site Services of Nevada, Inc. is referred to as "Company"

7805100.20201004040001.03922

CHER TOLLEFSON

		Subject to Tax	Exempt from Tax
Customer ID:	**USS-436058**		
Invoice Number:	**114-11050872**	0.00	1,393.05
Our Order No:	**0-2000238**		

Total: 1,393.05

Amount Paid:

☐ Check this box if you would like to pay by credit card, change your address or decline damage waiver, and you have completed the necessary form(s) on the reverse.

Please Remit to: UNITED SITE SERVICES
PO BOX 660475
DALLAS TX 75266-0475

13892

00000000114-11050872000001393051

1. Acceptance. Customer shall be deemed to have accepted these terms and conditions ("Agreement") upon the earliest of: (i) two business days after receipt of a Company invoice; (ii) delivery of Equipment including, among others, portable restrooms, trailers, fencing, roll-off dumpster, portable storage containers, and/or temporary power equipment (collectively or individually, the "Equipment") to the Customer's designated site (the "Site") and use or acceptance thereof; (iii) acknowledgment or other conduct of Customer (including payment against any invoice); or (iv) Company's performance of any services Customer has requested. This Agreement supersedes any inconsistent terms of any purchase order or other Customer documents. All agreements are subject to approval by Company.

2. Payment Terms. Customer shall pay all charges due to Company during the term (the "Period") shown on the relevant invoice. **All invoices are due and payable upon receipt.** Company's rates are for the entire Period, which shall not be prorated (i.e., charges for less than a full Period shall not be prorated). Customer shall be liable to Company for all collection expenses (including reasonable attorneys' fees), and interest at the rate of 1.5% per month, or such lesser rate as may be the maximum lawful rate, on all overdue accounts. Customer shall pay all additional charges for services separately requested or made necessary by Customer's breach of this Agreement, including moving/relocation charges, special service charges, and special delivery and removal charges. For payments by check, Customer authorizes Company to use information from Customer's check to make a one-time electronic fund transfer from Customer's account or to process this transaction as a check. Customer shall pay all taxes, including sales tax, license fees and permit fees arising out of the use of the Equipment. Customer shall pay such taxes whether such taxes are shown on the relevant quotation or invoice or whether such taxes are later claimed by a governmental authority. In the event of a claim by a governmental agency for taxes related to the Equipment, Customer shall pay to Company such taxes on demand.

3. Service. Company offers servicing as an option on all portable restrooms. If Customer orders servicing, Company will remove any domestic septic waste ("DSW") from portable restrooms on the service day(s) scheduled by Company. If Company is unable to service the Equipment as scheduled due to a holiday, inclement weather, site restrictions, site inaccessibility or other circumstances, Company shall service the Equipment on the next available business day subject to Company's other service commitments. Customer shall provide Company timely, sufficient and unobstructed access to Equipment, including extended hours or after business hours access, as necessary to perform Services. The pricing of this Agreement is based upon: easy access to Site, firm and level ground and a dry location. Company will not remove any waste other than DSW from portable restrooms.

4. Damage Waiver. Company offers a damage waiver program exclusively on single occupancy plastic restroom units. **If Customer accepts and pays for the Damage Waiver** at the time of rental, Customer shall have no responsibility for accidental structural damage to the Equipment, EXCEPT (i) Customer shall be liable for theft or disappearance of any Equipment and for any losses or damage resulting from any willful or negligent acts or omissions of Customer or any of its agents, contractors or employees; and (ii) Customer shall exercise all rights available under its insurance required by Section 8 hereof, and Customer shall take all actions necessary to process and pursue all insurance claims, and Customer will pay any and all proceeds from such insurance to Company. If Customer does not accept and pay for the Damage Waiver at the time of rental, Customer is liable for any and all loss or damage to the Equipment, regardless of cause or fault, except for reasonable wear and tear or damage caused by Company, and Customer shall pay Company the actual cost of repair or replacement of the Equipment and, in addition thereto, for Company's loss of use of the Equipment. Customer shall promptly notify Company of any loss or damage to the Equipment and shall provide Company with copies of all reports relating to same, including police reports, informal investigation reports, and insurance reports. **This Damage Waiver does not apply to portable toilets and containers contaminated with Hazardous Materials while in the Customer's possession.** Company is not responsible for damage caused to Equipment or otherwise when Company performs at the Customer's direction including damage to delivery location and truck access path; except to the extent caused by Company's sole negligence.

5. Equipment Responsibility. Company will deliver the Equipment to the Site at the Period's commencement. Customer warrants and represents it has exercised due diligence and care in the selection of a Site safe for placement of any Equipment, and further agrees to direct and supervise the Equipment's placement. Title to all Equipment remains with Company. Customer shall not modify or move the Equipment from the Site absent Company's written consent. If Customer moves the Equipment from the Site without Company's written consent, Customer immediately assumes all responsibility and liability for all losses and costs incurred by Company. Customer warrants and represents it is familiar with the safe and proper use of the Equipment. Customer shall not sell, rent, lease or otherwise lose possession of the Equipment, nor shall Customer permit any lien to be placed on the Equipment. Customer acknowledges that Company has no control over the use of the Equipment by Customer, and Customer agrees to comply, at Customer's sole expense, with all applicable governmental and quasi-governmental laws and guidelines, including ANSI Standard Z4.3 and PASI's published requirements in its "Guide for Clean Portable Sanitation", if applicable. Customer further agrees to (i) obtain and comply with all applicable governmental and quasi-governmental licenses, permits, registrations, permissions and other approvals ("Permits") applicable to the Equipment; and (2) comply with all applicable Permits held by Company applicable to the Equipment.

6. Equipment Contamination. Customer represents and warrants that any waste material to be collected in the Equipment or disposed of by Company does not include any radioactive, volatile, biohazardous (excluding noninfectious DSW), flammable, explosive, special waste, or hazardous materials (including but not limited to asbestos, petroleum, paints and any substance identified by a governmental agency as being hazardous or toxic) or their equivalent (collectively, "Hazardous Materials"). At all times, Customer shall hold all title to and liability for all waste material. Company will not remove tires, Hazardous Materials, or appliances from dumpsters (collectively, "Prohibited Waste"). Customer will be responsible for all removal, cleanup, remediation, fines, penalties and other costs arising from or relating to the presence of Prohibited Waste attributable to Customer's possession of the Equipment. Customer will be responsible for all fines or penalties on overweight containers. Mattresses or other bulky items found in dumpsters may result in additional fees. If Prohibited Waste is found in or around the Equipment, Customer shall arrange and pay for separate removal, disposal and remediation of such waste and Equipment. Customer may not terminate the Period and shall be responsible for all accrued charges until such Prohibited Waste is removed and the Equipment is remediated.

7. Liability & Indemnification. Except to the extent Customer is not liable under the Damage Waiver program described in Section 4, Customer agrees to defend, indemnify and hold harmless Company to the maximum extent permitted by law against and for all claims, lawsuits, damages, expenses, penalties, fines, and other losses arising out of any of (a) the rental, delivery, condition, possession, maintenance, use or operation of Equipment delivered to or rented by Customer, including but not limited to any claims that might be brought against only Company by an employee of Customer, (b) waste material collected in the Equipment or disposed of by Company, or (c) any damage to underground pipes, sewers, wires, conduits or utilities resulting from Customer's failure to comply with Section 12. Customer's indemnity and defense obligations apply to the maximum extent permitted by law to all injuries, damages and losses regardless of whether same are caused, or are alleged to have been caused, in whole or in part by Company's, Customer's, or a third party's acts or omissions, except that Customer will have no obligation to indemnify or defend Company to the extent the injury, damage, or loss was actually caused by Company's sole negligence or willful misconduct. Customer expressly agrees and will cause its insurer to accept a tender by Company to Customer of any claim arising out of the rental, delivery, condition, possession, maintenance, use or operation of the Equipment. Company, its officers, directors and agents shall not, under any circumstances, be liable to Customer for consequential, incidental, special, exemplary or punitive damages arising out of or relating to the Equipment. Customer's exclusive remedy for any claims or causes of action arising out of or related to the Equipment shall be recovery of direct damages in an amount not to exceed the amount paid by Customer for use of the Equipment. EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED HEREIN, ALL EQUIPMENT IS PROVIDED TO CUSTOMER "AS IS," "WHERE IS," AND "WITH ALL FAULTS." AND THERE ARE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONDITION OR PERFORMANCE OF THE EQUIPMENT, ITS MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

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9. Termination. Company may terminate this Agreement and immediately remove the Equipment if (i) Customer fails to pay any amount when due, (ii) Customer breaches the Agreement, (iii) there is a loss of or damage to the Equipment, (iv) a lien is placed, or is proposed to be placed, on any Equipment, (v) a proceeding in bankruptcy or for other protection from creditors is commenced by or against Customer, or (vi) Company's convenience. Company shall not be responsible for losses due to removal of Company's Equipment pursuant to this paragraph.

10. Governing Law; Non-Waiver; Amendments. This Agreement is governed by the laws of the state where the Site is located, without giving effect to principles of conflicts of laws. Each party submits to the jurisdiction of any state or federal court sitting in such state in any action or proceeding arising out of or relating to this Agreement. No failure by Company to exercise any right hereunder shall operate as a waiver of any other right hereunder, and a waiver of any right on one occasion shall not constitute a waiver of any such right on any future occasion. All modifications to this Agreement must be in a writing signed by both parties.

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14. Price Adjustments: Company reserves the right to impose a price increase at any time with or without notice to Customer.

15. Notices. Any required notice shall be in writing delivered to United Site Services, Inc. 118 Flanders Road, Suite 1000, Westborough, MA 01581 Attn: (Legal Department). Any notice given pursuant to this contract shall be considered duly given when received by the representatives of the parties hereto. For information about our privacy practices, go to https://www.unitedsiteservices.com/privacy-policy.

United Site Services of Nevada, Inc.
12249 CLACKAMAS HWY
Clackamas, OR 97015

United SITE SERVICES

Salesperson Contact
Geoff A. Boucher
Mobile:
Office: 1-800-864-5387 x72767
Fax: 508-594-2621
Geoff.Boucher@unitedsiteservices.com

Site Service Quotation

Quote No.: 414-2069491 **Quote Date:** 09/02/20 **Quote Expires:** 10/02/20

Sell To: CHER TOLLEFSON
CHER TOLLEFSON
OREGON CITY, OR 97045

Ship To: CHER TOLLEFSON
OREGON CITY, OR 97045

RECEIVED
JAN 12 2022
OWRD

RECEIVED
JAN 03 2022
OWRD

Cust. #: USS-1382157
Phone: 503-539-8602

Terms: Due Upon Receipt

Item	Unit	Quantity	From	Thru	Unit Price	Total Price	
Standard Restroom	**EA**	**4**	**10/02/20**	**Indef**	**20.00**	**80.00**	per billing cycle
Weekly Service	EA	4	10/02/20	Indef	70.00	280.00	per billing cycle
Hand Sanitizer	EA	4	10/02/20	Indef	35.00	140.00	per billing cycle
Environment/Energy/Compliance						53.64	per billing cycle
Enhanced Safety Fee						27.72	per billing cycle
Standard Restroom Subtotal:						**581.36**	
ADA Wheelchair Accessible	**EA**	**1**	**10/02/20**	**Indef**	**25.00**	**25.00**	per billing cycle
Weekly Service	EA	1	10/02/20	Indef	122.50	122.50	per billing cycle
Hand Sanitizer	EA	1	10/02/20	Indef	35.00	35.00	per billing cycle
Environment/Energy/Compliance						21.98	per billing cycle
Enhanced Safety Fee						12.13	per billing cycle
ADA Wheelchair Accessible Subtotal:						**216.61**	
2 Station Sink	**EA**	**2**	**10/02/20**	**Indef**	**20.00**	**40.00**	per billing cycle
Weekly Service	EA	2	10/02/20	Indef	175.00	350.00	per billing cycle
Environment/Energy/Compliance						58.11	per billing cycle
Enhanced Safety Fee						34.65	per billing cycle
Per Billing Cycle Subtotal						**482.76**	
Delivery, Setup, Removal	EA	1	10/02/20	10/02/20	140.00	140.00	one time
Environment/Energy/Compliance						20.86	one time
Enhanced Safety Fee						13.86	one time
One Time Subtotal						**174.72**	
2 Station Sink Subtotal:						**657.48**	

Total: 1,455.45

Accepted: _____ Date: _____

Remit To: United Site Services, PO Box 660475, Dallas, TX 75266-0475

NOTE: Total prices have been calculated for 1 billing period only. Damage Waiver is optional. Please read the terms and conditions on the last page of this document for more information.

13892

RECEIVED
JAN 12 2022
OWRD

RECEIVED
JAN 03 2022
OWRD

From: Jung Seed Company info@jungseed.com
Subject: Jung Seed Company Order Confirmation #156004
Date: March 30, 2020 at 7:11 PM
To: chershomes@me.com

Jungseed.com
From Our Garden to Yours

Home|Vegetables|Fruits|Herbs|Supplies

Thank you, charlotte tollefson, for ordering from Jung Seed Company. Your order has been received. Below you will find details about your current order. You may wish to save this confirmation on your computer for possible future reference.

Order ID: 156004

Billing Information

charlotte tollefson
kirchem farm
owner
19723 S Bakers Ferry Rd
oregon city, OR 97045
United States

Email: chershomes@me.com
Phone: 503-539-8602

Payment Information

Payment Method: Credit Card
Name on Card: charlotte m Tollefson
Card Type: MC
Last Four Digits: 9879

Shipping Information

Recipient 1

charlotte tollefson
owner
kirchem farm
19723 S Bakers Ferry Rd
oregon city, OR 97045
United States
503-539-8602
chershomes@me.com

Qty	Item #	Description	Price
3	03258a	Blue Doll Hybrid Pumpkin - 15 seeds	$9.75
2	02322a	Daisy Mix Gourds - 30 seeds	$9.30
1	03341a	Dark Knight Hybrid Pumpkin - 25 seeds	$3.95
3		Hogarth Gourds	1.30

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total 35.30

Application for
Water Right Transfer

OREGON WATER RESOURCES DEPARTMENT

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

RECEIVED
JAN 03 2022
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JAN 12 2022
OWRD

Consent by Deeded Landowner

State of Oregon)
)ss
County of Clackamas)

We, Reginald and Charlotte Tollefson in our capacity as landowners,

mailing address 19723 S. Bakers Ferry Road Oregon City, OR 97045,

telephone number (503) 631-8817, duly sworn depose and say that We

consent to the proposed change(s) to Water Right Certificate Number 38799

described in a Water Right Transfer Application (T-_____),
(transfer number, if known)

submitted by Cal Farms, Inc.

on the property in tax lot number(s) 180 and 190,

Section 20 Township 2 South Range 3 East, W.M.,

located at 19723 S. Bakers Ferry Road Oregon City, OR 97045
(site address)

Reginald Tollefson — 12-29-21
Signature of Affiant — Date

Charlotte Tollefson — 12-29-21
Signature of Affiant — Date

Subscribed and Sworn to before me this 29th day of December, 2021.

OFFICIAL STAMP
GABRIELLE A. ROSSI
NOTARY PUBLIC - OREGON
COMMISSION NO. 1018858
MY COMMISSION EXPIRES NOV. 17, 2025

Gabrielle Rossi
Notary Public for Oregon

My commission expires Nov. 17 2025

Revised 7/1/2021

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H8
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GRANTOR'S NAME AND ADDRESS

Reginald O. Tollefson
Charlotte M. Tollefson
19723 S. Bakers Ferry Road
Oregon City, OR 97045

GRANTEE'S NAME AND ADDRESS

Reginald O. Tollefson and Charlotte M. Tollefson, Trustees under the Tollefson Living Trust, dated July 17, 1986
19723 S. Bakers Ferry Road
Oregon City, OR 97045

AFTER RECORDING RETURN TO:

Reginald O. Tollefson
Charlotte M. Tollefson
19723 S. Bakers Ferry Road
Oregon City, OR 97045

UNTIL REQUEST, TAX STATEMENT SENT TO:

Reginald O. Tollefson
Charlotte M. Tollefson
19723 S. Bakers Ferry Road
Oregon City, OR 97045

TAX ACCOUNT NO.
01492744; and
00631622; and
00631631.

Clackamas County Official Records
Sherry Hall, County Clerk

2015-018250

$68.00

01838036201500182500040045

04/02/2015 02:01:11 PM

D-D Cnt=1 Stn=2 COUNTER3
$20.00 $10.00 $16.00 $22.00

BARGAIN AND SALE DEED – STATUTORY FORM

(INDIVIDUAL or CORPORATION)

Reginald O. Tollefson and Charlotte M. Tollefson, as tenants by the entirety, hereinafter "***Grantor,***" convey and warrant to **Reginald O. Tollefson and Charlotte M. Tollefson, Trustees under the Tollefson Living Trust, dated July 17, 1986**, hereinafter "***Grantee,***" the real property situated in the County of Clackamas, State of Oregon, as further described in the attached and incorporated Exhibit A.

The true and actual consideration for this conveyance is $0.00.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424,OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.10, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMIT ON LAWSUITS AGAINST FARMING OR FOREST PRECTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

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GRANTOR:

Reginald O. Tollefson

OFFICIAL SEAL
RACHEL A GUNDERSON
NOTARY PUBLIC – OREGON
COMMISSION NO. 478925
MY COMMISSION EXPIRES JUNE 12, 2017

State of Oregon, County of CLACKAMAS) ss.

This instrument was acknowledged before me on the 2nd day of April, 2015 by **Reginald O. Tollefson.**

Notary Public for the State of Oregon
My Commission Expires: JUNE 12, 2017

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JAN 03 2022
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GRANTOR:

Charlotte M. Tollefson

OFFICIAL SEAL
RACHEL A GUNDERSON
NOTARY PUBLIC – OREGON
COMMISSION NO. 478925
MY COMMISSION EXPIRES JUNE 12, 2017

State of Oregon, County of CLACKAMAS) ss.

This instrument was acknowledged before me on the 2nd day of April, 2015 by **Charlotte M. Tollefson.**

Notary Public for the State of Oregon
My Commission Expires: JUNE 12, 2017

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EXHIBIT A

PARCEL I:
A portion of that tract of land conveyed to Reginald O. Tollefson and Charlotte M. Tollefson, as tenants by the entirety, by Deed recorded as document 2005-091967, Clackamas County Deed Records, also being a tract of land located in the Soloman Wheeler D.L.C. No. 40 situated in the Northeast and Southeast quarters of Section 20, Township 2 South, Range 3 East of the Willamette Meridian, Clackamas County Oregon, being more particularly described as follows:

Commencing at the Southeast corner of Section 20, Township 2 South, Range 3 East of the Willamette Meridian; thence on the South line of said Section 20, South 88° 51' 27" West 928.93 feet to the East line of the Soloman Wheeler D.L.C. No. 40; thence on said East line North 10° 15' 00" East 2093.92 feet to the point of beginning at the Northeast corner of that tract of land conveyed to the Mostul Living Trust by Deed recorded as document No. 2007-103579, Clackamas County Deed Records; thence along the Northerly line of said Mostul Trust parcel, North 71° 32' 46" West 419.53 feet; thence continuing on said Northerly line North 79° 09' 00" West 83.56 feet; thence continuing on said Northerly line South 77° 18' 22" West 79.27 feet to the Northwest corner of said Mostul Trust Tract; thence on the West line of said Mostul Trust Tract, South 06° 43' 55" East 346.81 feet to the North right of way line of Bakers Ferry Road (County Road No. 514 being 40 feet wide); thence on said North right of way line South 80° 42' 40" West 660.93 feet to the East line of that tract of land conveyed to Dennis M. O'Toole and Theres M. Gibson by Deed recorded as document No. 2004-091732 Clackamas County Deed Records; thence on said East line North 10° 01' 37" East 1708.03 feet to the mean high water line of the Clackamas River; thence along said high water line South 87° 00' 00" East, 553.08 feet; thence continuing on said high water line, North 88° 53' 45" East 562.37 feet to the East line of said Soloman Wheeler D.L.C.; thence on said East line, South 10° 15' 00" West 1365.64 feet to the point of beginning.

PARCEL II:
A tract of land being a part of the Solomon Wheeler D.L.C. No. 40, Township 2 South, Range 3 East, of the Willamette Meridian, in the County of Clackamas and State of Oregon, described as:

Beginning at a point on the line between Sections 20 and 29, said Township and Range 14.16 chains West of the Southeast corner of said Section 20; running thence West along the section line 17.12 chains; thence North 10° East 53 chains to the Clackamas River; thence along said river South 87° East 8.38 chains; thence North 87° East 8.60 chains to the Northeast corner of said D.L.C.; thence South 10° 15' West 52 chains, more or less, to the place of beginning.

EXCEPT the following:

A tract of land in Clackamas County, Oregon, being a part of the Solomon Wheeler D.L.C. No. 40, situated in the East one-half of Section 20, Township 2 South, Range 3 East, of the Willamette Meridian, and being more particularly described as follows:

Beginning at a point on the Easterly line of the Solomon Wheeler D.L.C. No. 40, which is located South 10° 15' 00" West, 1083.93 feet from the witness stone to the Northeast corner of the Wheeler claim, said witness stone being South 10° 15' 00" West 281.7 feet from said Northeast corner; thence North 71° 32' 46" West 419.53 feet; thence North 79° 09' 00" West 83.56 feet; thence South 77° 18' 22" West 79.27 feet; thence South 6° 43' 55" East 346.88 feet to the North right of way line of Bakers Ferry Road, thence North 80° 42' 40" East along the North right of way line of Bakers Ferry Road, 499.23 feet to the East line of the Wheeler claim; thence North 10° 15' 00" East along the claim line 134.95 feet to the point of beginning.

AND FURTHER EXCEPTING the following:

A portion of that tract of land conveyed to Reginald O. Tollefson and Charlotte M. Tollefson, as tenants by the entirety, by Deed recorded as document 2005-091967, Clackamas County Deed Records, also being a tract of land located in the Soloman Wheeler D.L.C. No. 40 situated in the Northeast and Southeast quarters of Section 20, Township 2 South, Range 3 East of the Willamette Meridian, Clackamas County Oregon, being more particularly described as follows:

Commencing at the Southeast corner of Section 20, Township 2 South, Range 3 East of the Willamette Meridian; thence on the South line of said Section 20, South 88° 51' 27" West 928.93 feet to the East line of the Soloman Wheeler D.L.C. No. 40; thence on said East line North 10° 15' 00" East 2093.92 feet to the point of beginning at the

Northeast corner of that tract of land conveyed to the Mostul Living Trust by Deed recorded as document No. 2007-103579, Clackamas County Deed Records; thence along the Northerly line of said Mostul Trust parcel, North 71° 32' 46" West 419.53 feet; thence continuing on said Northerly line North 79° 09' 00" West 83.56 feet; thence continuing on said Northerly line South 77° 18' 22" West 79.27 feet to the Northwest corner of said Mostul Trust Tract; thence on the West line of said Mostul Trust Tract, South 06° 43' 55" East 346.81 feet to the North right of way line of Bakers Ferry Road (County Road No. 514 being 40 feet wide); thence on said North right of way line South 80° 42' 40" West 660.93 feet to the East line of that tract of land conveyed to Dennis M. O'Toole and Theres M. Gibson by Deed recorded as document No. 2004-091732 Clackamas County Deed Records; thence on said East line North 10° 01' 37" East 1708.03 feet to the mean high water line of the Clackamas River; thence along said high water line South 87° 00' 00" East, 553.08 feet; thence continuing on said high water line, North 88° 53' 45" East 562.37 feet to the East line of said Soloman Wheeler D.L.C.; thence on said East line, South 10° 15' 00" West 1365.64 feet to the point of beginning.