

# Application for Permanent Water Right Transfer



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

## Part 1 of 5 – Minimum Requirements Checklist

**This transfer application will be returned if Parts 1 through 5 and all required attachments are not completed and included.**  
 For questions, please call (503) 986-0900, and ask for Transfer Section.

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

- Part 1 – Completed Minimum Requirements Checklist.
- Part 2 – Completed Transfer Application Map Checklist.
- Part 3 – Application Fee, payable by check to the Oregon Water Resources Department, and completed Fee Worksheet, page 3. Try the new online fee calculator at: [http://apps.wrd.state.or.us/apps/misc/wrd\\_fee\\_calculator](http://apps.wrd.state.or.us/apps/misc/wrd_fee_calculator).
- Part 4 – Completed Applicant Information and Signature.
- Part 5 – Information about Water Rights to be Transferred: **How many water rights are to be transferred? 1 List them here: 84246**  
 Please include a separate Part 5 for each water right. (See instructions on page 6)  
**NOTE: A separate transfer application is required for each water right unless the criteria in OAR 690-380-3220 are met.**

**Attachments:**

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

**(For Staff Use Only)**

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

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

Other/Explanation \_\_\_\_\_

Staff: \_\_\_\_\_ 503- \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

## Part 2 of 5 – Transfer Application Map

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

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

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

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Part 3 of 5 – Fee Worksheet

FEE WORKSHEET for PERMANENT TRANSFER (except Substitution)			
1	Base Fee (includes one type of change to one water right for up to 1 cfs)	1	\$1,360
2	Types of change proposed: <input checked="" type="checkbox"/> Place of Use <input type="checkbox"/> Character of Use <input type="checkbox"/> Point of Diversion/Appropriation Number of above boxes checked = <u>1 (2a)</u> Subtract 1 from the number in line 2a = <u>-1 (2b)</u> <i>If only one change, this will be 0</i> Multiply line 2b by \$1090 and enter »	2	0
3	Number of water rights included in transfer <u>1 (3a)</u> Subtract 1 from the number in 3a above: <u>-1 (3b)</u> <i>If only one water right this will be 0</i> Multiply line 3b by \$610 and enter »	3	0
4	Do you propose to add or change a well, or change from a surface water POD to a well? <input checked="" type="checkbox"/> No: enter 0 <input type="checkbox"/> Yes: enter \$480 for the 1 <sup>st</sup> well to be added or changed _____ (4a)  Do you propose to add or change additional wells? <input type="checkbox"/> No: enter 0 <input type="checkbox"/> Yes: multiply the number of additional wells by \$410 _____ (4b) Add line 4a to line 4b and enter »	4	0
5	Do you propose to change the place of use or character of use? <input type="checkbox"/> No: enter 0 on line 5 <input checked="" type="checkbox"/> Yes: enter the cfs for the portions of the rights to be transferred (see below*): <u>0.025 (5a)</u> Subtract 1.0 from the number in 5a above: _____ (5b) If 5b is 0 or less, enter 0 on line 5 » If 5b is greater than 0, round up to the nearest whole number: _____ (5c) and multiply 5c by \$410, then enter on line 5 »	5	0
6	Add entries on lines 1 through 5 above » » » » » » » » » » Subtotal:	6	0
7	Is this transfer: <input checked="" type="checkbox"/> necessary to complete a project funded by the Oregon Watershed Enhancement Board (OWEB) under ORS 541.932? <input checked="" type="checkbox"/> 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 6 by 0.5 and enter on line 7 » If no box is applicable, enter 0 on line 7 »	7	0
8	Subtract line 7 from line 6 » <b>Transfer Fee:</b>	8	\$1,360.

\*Example for Line 5a 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:

- For irrigation calculate cfs for each water right involved as follows:
  - 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*).
  - 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*)
- 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 5a would be only 0.56 cfs, since both rights serve the same 45.0 acres. Blank 5b would be 0 and Line 5 would then also become 0*).

FEE WORKSHEET for SUBSTITUTION			
1	Base Fee (includes change to one well)	1	\$990.00
2	Number of wells included in substitution _____ (2a) Subtract 1 from the number in 2a above: _____ (2b) <i>If only one well this will be 0</i> Multiply line 2b by \$480 and enter »	2	
3	Add entries on lines 1 through 2 above » » » » » » <b>Fee for Substitution:</b>	3	

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**Part 4 of 5 – Applicant Information and Signature**

**Applicant Information**

APPLICANT/BUSINESS NAME <b>Peter Sage, Debra Fee Jing Lee</b>		PHONE NO. <b>541-261-3506</b>	ADDITIONAL CONTACT NO. -
ADDRESS <b>305 Harvard Place</b>		FAX NO. -	
CITY <b>Medford</b>	STATE <b>OR</b>	ZIP <b>97504</b>	E-MAIL <b>PETER.W.SAGE@GMAIL.COM</b>
<b>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.</b>			

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

AGENT/BUSINESS NAME <b>Peter Sage</b>		PHONE NO. <b>541-261-3506</b>	ADDITIONAL CONTACT NO. -
ADDRESS <b>305 Harvard Place</b>		FAX NO. -	
CITY <b>Medford</b>	STATE <b>OR</b>	ZIP <b>97504</b>	E-MAIL <b>PETER.W.SAGE@GMAIL.COM</b>
<b>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.</b>			

Explain in your own words what you propose to accomplish with this transfer application, and why:  
 Move the location of 2.00 acres of Water Right Certificate 84246 within the SE 1/4 SE 1/4 of Section 10 North to area that has better soil for grape production. The 2.00 acres are within the same SE 1/4 SE 1/4 and have the same point of diversion from drain ditch 1. Area to east of the proposed change in place of use is also being planted to grape production.  
 If you need additional space, continue on a separate piece of paper and attach to the application as "Attachment 1".

**Check One Box**

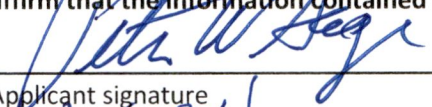
- By signing this application, I understand that, upon receipt of the draft preliminary determination and prior to Department approval of the transfer, I will be required to provide landownership information and evidence that I am authorized to pursue the transfer as identified in OAR 690-380-4010(5);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

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**By my signature below, I confirm that I understand:**

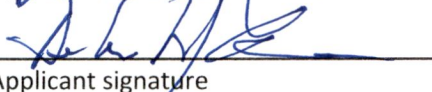
- Prior to Department approval of the transfer application, I may be required to submit payment to the Department for publication of a notice in a newspaper with general circulation in the area where the water right is located, once per week for two consecutive weeks. If more than one qualifying newspaper is available, I suggest publishing the notice in the following newspaper: Grants Pass Daily Courier.
- Amendments to the application may only be made in response to the Department's Draft Preliminary Determination (DPD). The applicant will have a period of at least 30 days to amend the application to address any issues identified by the Department in the DPD, or to withdraw the application. Note that amendments may be subject to additional fees, pursuant to ORS 536.050.
- Failure to complete an approved change in place of use and/or change in character of use, will result in loss of the water right (OAR 690-380-6010).
- Refunds may only be granted upon request and, as set forth in ORS 536.050(4)(a), if the Director determines that a refund of all or part of a fee is appropriate in the interests of fairness to the public or necessary to correct an error of the Department.

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

  
 Applicant signature

PETER W SAGE  
 Print Name (and Title if applicable)

1/30/23  
 Date

  
 Applicant signature

Debra F. J. Lee  
 Print Name (and Title if applicable)

1/30/2023  
 Date

Is the applicant the sole owner of the land on which the water right, or portion thereof, proposed for transfer is located?  Yes  No\*

*\*If NO, include signatures of all deeded landowners (and mailing and/or e-mail addresses if different than the applicant's) or attach affidavits of consent (and mailing and/or e-mail addresses) from all landowners or individuals/entities to which the water right(s) were conveyed.*

Check the following boxes that apply:

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

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

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

If a property sells, the certificated water right(s) located on the land belong to the new owner, unless a sale agreement or other document states otherwise. For more information see: [https://www.oregon.gov/owrd/WRDFormsPDF/Transfer\\_Property\\_Transactions.pdf](https://www.oregon.gov/owrd/WRDFormsPDF/Transfer_Property_Transactions.pdf)

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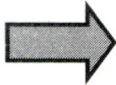
RECEIVING LANDOWNER NAME		PHONE NO.	ADDITIONAL CONTACT NO.	
ADDRESS			FAX NO.	
CITY	STATE	ZIP	E-MAIL	
Describe any special ownership circumstances:				
The confirming Certificate shall be issued in the name of: <input type="checkbox"/> Applicant <input type="checkbox"/> Receiving Landowner				

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

IRRIGATION DISTRICT NAME	ADDRESS	
CITY	STATE	ZIP

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

ENTITY NAME	ADDRESS	
CITY	STATE	ZIP



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

ENTITY NAME <b>Jackson County</b>	ADDRESS <b>10 South Oakdale</b>	
CITY <b>Medford</b>	STATE <b>OR</b>	ZIP <b>97501</b>

ENTITY NAME	ADDRESS	
CITY	STATE	ZIP

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**Part 5 of 5 – Water Right Information**

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

**CERTIFICATE # 84246**

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**Description of Water Delivery System**

System capacity: **0.28** 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. **5 Horse Power Pump, Buried Pipeline to proposed area, applied by drip irrigation.**

**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)
<b>Drain Ditch 1</b>	<input checked="" type="checkbox"/> Authorized <input type="checkbox"/> Proposed	<b>N/A</b>	<b>36</b>	<b>S</b>	<b>2</b>	<b>W</b>	<b>10</b>	<b>SE</b>	<b>SE</b>	<b>9</b>	<b>North 218' &amp; West 220' from S.E. Corner, Sec. 10</b>
	<input type="checkbox"/> Authorized <input type="checkbox"/> Proposed										
	<input type="checkbox"/> Authorized <input type="checkbox"/> Proposed										
	<input type="checkbox"/> Authorized <input type="checkbox"/> Proposed										

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

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

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

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

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

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

**Table 2. Description of Changes to Water Right Certificate # 84246**

List the change proposed for the acreage in each 1/4. If more than one change is proposed, specify the acreage associated with each change.  
If there is more than one POD/POA involved in the proposed changes, specify the acreage associated with each POD/POA.

AUTHORIZED (the "from" or "off" lands) 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							
<b>EXAMPLE</b>																											
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
															2	S	9	E	2	SW	NW	500		5.0		POD #6	1901
36	S	2	W	10	SE	SE	1200	9	2.0	Irrigation	POD 2		1953		36	S	2	W	10	SE	SE	1200	9	2.0	Irrigation	POD 2	1953
1	4	1	6	7																							
TOTAL ACRES:											2.00		TOTAL ACRES:											2.00			

Additional remarks: Change in place of use - Same 1/4-1/4 & Diversion PT.





**For Place of Use or Character of Use Changes**

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

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



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

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

Ground water supplemental Permit or Certificate # \_\_\_\_\_;  
Surface water primary Certificate # \_\_\_\_\_.

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**For a change from Supplemental Irrigation Use to Primary Irrigation Use**

Identify the primary certificate to be cancelled. Certificate # \_\_\_\_\_

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

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

**Tip:** You may search for well logs on the Department's web page at:  
[http://apps.wrd.state.or.us/apps/gw/well\\_log/Default.aspx](http://apps.wrd.state.or.us/apps/gw/well_log/Default.aspx)

**AND/OR**

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

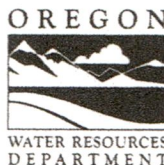
**Table 3. Construction of Point(s) of Appropriation**

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

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

# Application for Water Right Transfer

## Evidence of Use Affidavit



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

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

State of Oregon )  
 ) ss  
 County of JACKSON)

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I, PETER SAGE, in my capacity as LANDOWNER,  
 mailing address 305 HARVARD PLACE

telephone number (541)2613506, 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 # 84246; **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)
84246	36	S	2	W	Wi	10	SE	SE		2.00

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)

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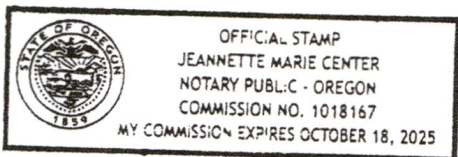
3. The water right was used for: (e.g., crops, pasture, etc.): CROPS

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

*John W. Hoag*  
Signature of Affiant

1/30/2023  
Date

Signed and sworn to (or affirmed) before me this 30<sup>th</sup> day of January, 2023.



*Jeannette Marie Center*  
Notary Public for Oregon

My Commission Expires: Oct. 18, 2025

Supporting Documents	Examples
<input type="checkbox"/> Copy of a water right certificate that has been issued within the last five years. (not a remaining right certificate)	Copy of <b>confirming</b> water right certificate that shows issue date
<input type="checkbox"/> Copies of receipts from sales of irrigated crops or for expenditures related to use of water	<ul style="list-style-type: none"> <li>• Power usage records for pumps associated with irrigation use</li> <li>• Fertilizer or seed bills related to irrigated crops</li> <li>• Farmers Co-op sales receipt</li> </ul>
<input type="checkbox"/> Records such as FSA crop reports, irrigation district records, NRCS farm management plan, or records of other water suppliers	<ul style="list-style-type: none"> <li>• District assessment records for water delivered</li> <li>• Crop reports submitted under a federal loan agreement</li> <li>• Beneficial use reports from district</li> <li>• IRS Farm Usage Deduction Report</li> <li>• Agricultural Stabilization Plan</li> <li>• CREP Report</li> </ul>
<input checked="" type="checkbox"/> Aerial photos containing sufficient detail to establish location and date of photograph	<p>Multiple photos can be submitted to resolve different areas of a water right. If the photograph does not print with a "date stamp" or without the source being identified, the date of the photograph and source should be added.</p> <p>Sources for aerial photos: OSU – <a href="http://www.oregonexplorer.info/imagery">www.oregonexplorer.info/imagery</a> OWRD – <a href="http://www.wrd.state.or.us">www.wrd.state.or.us</a> Google Earth – <a href="http://earth.google.com">earth.google.com</a> TerraServer – <a href="http://www.terraserver.com">www.terraserver.com</a></p>
<input checked="" type="checkbox"/> Approved Lease establishing beneficial use within the last 5 years	Copy of instream lease or lease number

14167

PHOTO: GOOGLE EARTH 6/22  
APPROX: TAX LOT LINES ADDED  
BY HAROLD L. CENTER, PLS CURVE



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Statement by Peter Sage, landowner of property at 10381 Table Rock Road, Central Point,  
Oregon 97502  
Township 36 South, Range 2 West, in the SE of the SE of Section 10

The entire area has been under irrigation in calendar years 2018, 2019, 2020, and 2021. It was fallow in 2022.

As evidence I include a copy of the lease agreement with American Hemp, which grew CBD under license from the state of Oregon. They watered using a drip system of drip-tape under plastic. I enclose a photo from Google Maps, which show the north-south rows of black plastic under which this irrigation took place.

In prior years I used this land to grow melons—primarily cantaloupes--which I sold to Thunderbird Market on West Main Street in Medford, Oregon. I also presented these melons in gift bags as part of my marketing effort to retain clients in my brokerage practice, a highly effective and remunerative practice.

*Peter W Sage*      *1/30/2023*

Peter Sage  
Property owner and farmer at the subject property

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The following lease is to continue the farming practices in effect in prior years on the properties at 10381 Table Rock Road and 10351 Table Rock Road.

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**PARTIES:**

**Owners:** Peter W. Sage, Debra F.J. Lee

**Lessees:** Chris Andrews and Jennifer Cavignol

July 1<sup>st</sup>, 2021 **LEASE AGREEMENT** "Owner" "Lessee"

1. **Term.** The term of this Lease shall be for ten months commencing 06/01/2021 and concluding on 03/31/2022, unless terminated earlier according to the provisions listed below.

2. **Property.** This Lease is for 3-acre, plus or minus, portion of the farm properties commonly known as 10381 and 10351 Table Rock Road, Central Point, Oregon. The parcel is land farmed in three prior years for the production of medical marijuana. It constitutes an area between the south ditch and the wooded area on these two farm parcels. Lessee agrees that he intends continuation of the farming practice in effect in prior years. Lessee shall do his own due diligence regarding the continued suitability of this land for this purpose.

**3. Deposit; Rent; Fees.**

3.1 **Rent.** The Lessee agrees to pay rent of \$20,000 per year for each of the parcels used for medical marijuana. It shall be paid in a lump sum no later than December 31, 2021,

**Taxes.** Owner shall be responsible for payment of all real estate taxes. Lessee shall be responsible for any personal property taxes or other taxes specific to the crop grown, if any, that may be assessed against Lessee's crop or property.

**Irrigation Fees.** Owner shall promptly pay, when due, all fees assessed by the any irrigation or government authority necessary to continue provision of water rights to the property. Lessee shall abide by all rights, privileges and conditions set forth by any irrigation authority.

**4. Use of the Property.**

4.1 **Equipment.** Lessees are expected to provide all equipment necessary to carry out its agricultural operations, including but not limited to sanitary facilities. Drying units may be used on the Property. All such units shall be maintained in good condition. Lessee must remove all equipment brought on the Property within 60 days of the expiration or

termination of this Agreement, which may be extended by parties' mutual consent. Any equipment left after 90 days, unless such period is extended by mutual agreement, shall be deemed abandoned, and Owner shall reserve the right to remove, destroy, or sell any such property and assess Lessee any removal and dumping fees.

**Proper Disposal.** The Lessee agrees to proper disposal of trash, waste of any kinds and hazardous materials in the proper manner as directed by law. Lessee shall not allow any waste to accumulate on the Property. Lessee agrees to remove all plastic ground cover and drip lines, as in prior years, within three weeks of final harvest, and in any case prior to the completion of the lease period on March 31, 2021.

**Permitted Use.** Lessee will conduct all of their activities on the Property in compliance with all applicable local and state laws, regulations, and directives, the most recent Cole Memorandum, as well as the Legal Requirements (as defined in section 4.4 below). The Lessee may not use and occupy the Property during the Term for any purpose other than the development and operation of the Project, which will consist of the production cannabis under the rules of the State of Oregon, without the express prior written consent of the Owner.

**.4.4 Compliance with Legal Requirements.** Lessee will observe and comply with Legal Requirements that may apply to the Property whether or not the Legal Requirements interfere with the use and enjoyment of the Property. Lessee will pay all costs of compliance with Legal Requirements.

"Legal Requirements" means all applicable present and future laws, ordinances, orders, rules, regulations, codes, and requirements of all state and municipal governments, departments, commissions, boards, and officers, that now or hereafter apply to the property, the improvements, or any component hereof, and to the activity conducted thereon, including but not limited to those pertaining to Environmental Laws and the use and storage of Hazardous Substances (as these terms are defined below).

"Environmental Laws" means all present or future, state, and local laws or regulations related to the protection of health or the environment, including the Resource Conservation and Recovery Act of 1976 (RCRA) (42 USC § 6901 *et seq.*), the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) (42 USC § 9601 *et seq.*), the Toxic Substances Control Act (15 USC § 2601 *et seq.*), the Federal Water Pollution Control Act (the Clean Water Act) (33 USC § 1251 *et seq.*), the Clean Air Act (42 USC § 7401 *et seq.*), amendments to the foregoing, and any rules and regulations promulgated thereunder.

"Hazardous Substances" means any hazardous or toxic substance, material, or waste that is or becomes regulated by any local or state governmental authority, including without limitation, any hazardous material, hazardous substance, ultra- hazardous material, toxic waste, toxic substance, pollutant, radioactive material, petroleum product, and PCB, as those and similar terms are commonly used or defined by Environmental Laws.

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**4.5 Marijuana Activities.**

**4.5.1** Lessee shall not permit any acts to be done on the Property in violation of any law or local ordinance. Lessee represents and warrants that the crop is legal under Oregon law.

**4.5.2** In no event shall Lessee use the Property for the distribution or sale of marijuana or any other controlled substance to any person other than a Processor, Wholesaler, or Retailer licensed or permitted under ORS 475.001, et. Seq, or individual otherwise licensed under Oregon law; nor shall the Property be used by Tenant to manufacture, process, distribute or sell any other drug or controlled substance besides marijuana in accordance with Oregon laws and regulations.

**4.5.3** Lessee hereby indemnifies Owner and holds Owner harmless for any claims, actions or damages, including any attorney fees which may be incurred by Owner to defend against any such claim or action which is related to Lessee's use of the Property.

**4.5.4** Lessee shall be responsible for providing whatever security measures on the Property are necessary to protect the Leased Property and its crop from theft or damage.

**4.6 Right to Contest.** Lessee will have the right, after prior written notice to Owner, to contest by appropriate legal proceedings, diligently conducted in good faith, in the name of Lessee or Owner or both, without cost or expense to Owner, the validity or application of any Legal Requirement which may serve to prohibit or limit the use of these grow sites for their intended purpose.

**4.7 No Waste, Dumping or Abandoned Property.** Lessee will not cause or permit any waste, damage, disfigurement, or injury to the property including roads. Lessee will not smoke or light fires in dry areas. Owner will make available an agricultural burn pile on the south end of the property where burning has traditionally taken place. Any burning shall be done in accordance with the applicable laws, including air quality "Burn Day" regulations in agricultural zones

**4.9 Other Laws.** The Lessee agrees to obey and follow all Federal, State, County and City laws, ordinances and regulations, regarding permits and land use, as well as laws and regulations regarding the employer-employee relationship. Lessee acknowledges that the Lessee and their guests are not employees of the Owner.

**4.10 Firearms; Hunting.** Gunshots create a disturbance to the quiet enjoyment of the neighborhood. Accordingly, Lessee shall not hunt or discharge firearms on the Property. Lessee shall be responsible for ensuring its guests, agents, and invitees adhere to this restriction.

**4.11 Waiver.** Lessee shall inform all guests to the leased property that the Lessee is solely responsible for the condition of the leased property and the activities on the grow



site and assumes liability for the same.

**4.12 Conduct of Guests, Agents, and Invitees.** Lessee shall, at all times, be responsible for the conduct of its guests, agents, and invitees on the Property. Lessee shall take all prudent and necessary measures to ensure that guests, agents, and invitees act in a safe manner, consistent with good neighborly relations. Permitted overnight guests shall occupy locations that are generally out of sight and sound, and in a location that is best suited to have minimal impact on neighbors.

## **5. Improvements; Alterations; Maintenance.**

**5.1 Improvements.** Other than the installation of drying facilities, to which Owner consent has already been granted, Lessee shall not make any improvements or alterations to the Property, including but not limited to adding locks or gates without the prior consent of the Owner. Any approved improvements must meet Jackson County code and the Lessee will be responsible for code compliance, and all such improvements designed to be permanently fixed to the Property will become the property of the Owner when the Lease Agreement is terminated or completed.

## **6. Irrigation; Water Rights.**

**6.1 Delivery of Water.** Within the limits of Owner's water rights, Owner will make water available using water rights from long established ditches and the Modoc Slough. The Lessee will be responsible for operating the water-delivery system to the property.

**6.2 Disclaimer of Warranty.** Notwithstanding any other provision of this Lease to the contrary, the Owner makes no warranty or representation to the Lessee regarding the quantity, quality, or availability of irrigation water for the Property during the term of this Lease, and, within the limits of Owner's established water rights, the Owner agrees to use reasonable, good-faith efforts to deliver the quantity of water necessary to irrigate the Lessee's crops, but the Owner will not be responsible for failures of water delivery or water quality occasioned by draught, acts of God, strikes, civil disorder, or other events of force majeure that make such delivery impossible or impracticable.

**6.3 Regulatory Limitation.** Without limitation of the foregoing, in the event that any regulatory action reduces the amount of water that may be applied to the Property under the water rights appurtenant to the property, the parties will coordinate and cooperate as reasonable and necessary relating to the water rights of the Property and neither party will act or fail to act in any manner that results or could reasonably result in a breach of the water rights or that results in the reduction, diminution, or loss of such water rights.

## **7. Insurance.**

**7.1 Lessee's Property.** The Lessee is hereby advised and understands that the personal property of the Lessee (or Lessee's guests, invitees, and employees) is not insured by the Owner for either damage or loss, and the Owner assumes no liability for

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such loss.

## **8. Release; Indemnification.**

**8.1 Release.** Lessee is and will be in exclusive control of the portion of the Property devoted to the Lessee's crop, and Owner will not in any event whatsoever be liable for any injury or damage to any property or to any person happening on, in, or about the Property, or any injury or damage to any personal property, whether belonging to Lessee or to any other person.

**8.2 Indemnification.** Except to the extent caused by the gross negligence or willful misconduct of Owner, Lessee agrees to indemnify, defend and hold Owner harmless from and against any and all liabilities, obligations, damages, fines, penalties, claims, costs, charges, and expenses (including, without limitation, reasonable attorney fees and costs at trial and on appeal; environmental response and remedial costs; environmental consultant and laboratory fees; and natural resource damages) that may be imposed on or incurred by or asserted against Owner by reason of any of the following occurrences during the term:

Any work or thing done in, on, or about all or any part of the Property by Lessee or any party other than Owner;

Any use, nonuse, possession, occupation, condition, operation, maintenance, or management of all or any part of the Property;

Any negligence on the part of Lessee or any of its agents, contractors, employees, licensees, or invitees;

Any accident, injury, or damage to any person or property occurring in, on, or about the Property, even if caused in part by the negligence of Owner, but only up to the limits of Lessee's liability insurance coverage with respect to any such negligence of Owner; and

Any failure of Lessee to comply with any agreement, condition, or limitation that this Lease requires Lessee to comply with, including without limitation Lessee's compliance with the Legal Requirements and the release of Hazardous Substances in violation of Environmental Laws.

**9 No Liens.** Lessee will not suffer or permit any construction liens to attach to or be filed against any part the Property by reason of any work, labor, services, or materials done for, or supplied to, or claimed to have been done for or supplied to, Lessee or any person occupying or holding an interest in any part of the Property. If any such lien is filed against any portion of the Property, Lessee will cause the same to be discharged of record within 15 days after the date of its filing by payment, deposit, or bond.

**10 Default.** The occurrence of any one or more of the following constitutes an event of default under this Lease:

(a) Failure by Lessee to pay the rent or any other amount required to be paid by Lessee

to Owner under this Lease;

(b) Failure by Lessee, whether by action or inaction, to comply with any term or condition or fulfill any obligation under this Lease (other than as set forth in subsections (a) above) and such failure continues and is not remedied within 30 days after written notice thereof is given to Lessee; provided, however, that if the failure is of such a nature that it cannot be cured within said 30-day period, then this provision is satisfied if Lessee begins the cure within the 30-day period and thereafter proceeds with reasonable diligence and in good faith to effect the cure within 90 days after Owner's notice is given to Lessee; .

(d) Lessee's failure to comply with any and all local and state regulatory rules promulgated by the OLCC, as well as the most recent Cole Memorandum, or any other government body governing the cultivation and production of hemp;

(e) Lessee's engagement in violent or otherwise unlawful behavior under Oregon State law.

#### **11 Intentionally Omitted.**

#### **12 Remedies.**

**12.1 Remedies.** Upon the occurrence of an event of default, Owner may exercise any one or more of the remedies set forth in this section or any other remedy available under applicable law or contained in this Lease:

Owner may terminate this Lease by written notice to Lessee.

(b) Owner or Owner's agent or employee may immediately or at any time thereafter, without terminating the Lease, reenter the Property and the improvements either by summary eviction proceedings or by any suitable action or proceeding at law, or by force or otherwise, without being liable to indictment, prosecution, or damages, and may repossess the same, and may remove any person from the Property, to the end that Owner may have, hold, and enjoy the Property. RE-ENTRY OR TAKING POSSESSION OF THE PROPERTY OR THE IMPROVEMENTS BY OWNER WILL NOT BE CONSTRUED AN OWNER'S ELECTION TO TERMINATE THIS LEASE UNLESS A WRITTEN TERMINATION NOTICE IS GIVEN TO LESSEE.

(c) Owner may, without terminating the Lease, re-let the whole or any part of the Property

(d) To the extent permitted under Oregon law, Owner may sue periodically for damages as they accrue without barring a later action for further damages.

**12.2 Owner's Self-Help Right.** If Lessee at any time creates a fire, hazardous waste, or other imminent hazard Owner has the right to make immediate entry to attempt to abate the emergency.

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**12.3 No Waiver.** No failure by Owner to insist on the strict performance of any agreement, term, covenant, or condition of this Lease or to exercise any right or remedy consequent upon a breach, and no acceptance of full or partial rent during the continuance of any such breach, constitutes a waiver of any such breach or of such agreement, term, covenant, or condition. No agreement, term, covenant, or condition to be performed or complied with by Lessee, and no breach by Lessee, may be waived, altered, or modified except by a written instrument executed by Owner. No waiver of any breach will affect or alter this Lease, but each and every agreement, term, covenant, and condition of this Lease will continue in full force and effect with respect to any other then-existing or subsequent breach.

**12.4 Remedies Cumulative and Nonexclusive.** Each right and remedy provided for in this Lease is cumulative and is in addition to every other right or remedy provided for now or hereafter existing at law or in equity or by statute or otherwise, and Owner's or Lessee's exercise or beginning to exercise of any one or more of the rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise will not preclude the simultaneous or later exercise by the party in question of any or all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise.

**12.5 Additional Termination Right.** In the event that any change in law, regulation, or ordinance renders Lessee's agricultural operations illegal, the parties mutually agree to terminate this Agreement.

### **13 Miscellaneous.**

**13.2** This Lease will be construed in accordance with and exclusively by the laws of the State of Oregon.

**13.3** The Lessee acknowledges that the Landowner is a frequent visitor to the leased property. His conversations about the land, water, or growing conditions are in his role as neighbor and owner, and shall not be construed as management or oversight of the leased property.

**13.4** The Lessee will not be allowed to assign transfer or sublet Lease property without the express prior consent to Owner, which may be withheld for any reason.

**13.5** If any action or legal proceedings need to be taken by the Owner to enforce any part of this Agreement, the Lessee will be held responsible to pay the Landowner reasonable attorneys' fees and court costs, including any fees incurred on appeal.

**13.6** Landowner has NO interest and is NOT involved in any manner with the business or activities of the Lessee, other than for the purpose of leasing this property. Nothing in this lease shall be construed as creating a joint venture between Owner and Lessee.

Any actions taken by the Owner as regards road improvements, weed removal, dust control, gate maintenance, accommodating temporary housing for employees on site, or other cooperation with the Lessee are to be construed as efforts by the owner to protect

and maintain the property. They are voluntary and uncompensated and shall not be construed as participation in the profit, loss, or business of the Lessee.

13.7 Any modifications to this Lease Agreement must be by mutual consent and in writing signed by Landowner and Lessee.

13.8 The signatures listed below acknowledge this document constitutes the entire Lease Agreement between the Owner and Lessee, and no promises or representations other than those made here or implied by law, have been made by either party. Furthermore, Lessee represents that Lessee has inspected the Property and confirmed that it is appropriate for Lessee's intended use.

[Signature Page to Follow]

OWNER: *Peter W. Age*  
7-1-21

WHEREAS the parties have entered

*LESSEE*

Owner



Date 7/1/21

*LESSEE*

Owner



Date 7/1/21

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Lessee \_\_\_\_\_