

T-13831

T-13831

Name Rodger Family Farm & Fiber mill LLC

## DESCRIPTION OF WATER RIGHT(s)

Address 31022 Old Santiam Hwy  
Lebanon OR 97356Name of Stream WellTrib. of South Santiam riverUse Irrigation County linn

Quantity of water (CFS) \_\_\_\_\_ No. of Acres \_\_\_\_\_

Name of ditch \_\_\_\_\_

App# 6359 Per # 6350 Cert # 38158 PR Date 7/7/1965

App# \_\_\_\_\_ Per # \_\_\_\_\_ Cert # \_\_\_\_\_ PR Date \_\_\_\_\_

App# \_\_\_\_\_ Per # \_\_\_\_\_ Cert # \_\_\_\_\_ PR Date \_\_\_\_\_

App# \_\_\_\_\_ Per # \_\_\_\_\_ Cert # \_\_\_\_\_ PR Date \_\_\_\_\_

App# \_\_\_\_\_ Per # \_\_\_\_\_ Cert # \_\_\_\_\_ PR Date \_\_\_\_\_

Change in POD  
Date Filed 9/20/2021  
Initial notice date 9/28/2021  
DPD issued date \_\_\_\_\_  
PD issued date 11/15/2023  
PD notice date 11/21/2023  
Date of FO 3/27/2024 Vol 129 Page 997-997

C-Date \_\_\_\_\_

COBU due date \_\_\_\_\_

COBU Received date \_\_\_\_\_

Certificate issued \_\_\_\_\_

Assignments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Irrigation District \_\_\_\_\_

Agent Hox Solutions michael Higgins

CWRE \_\_\_\_\_

CC's list linn County Planning☐ - Oversized map - Location \_\_\_\_\_

## FEES PAID

Date 9-20-21 Amount \$1,360.00 Receipt # 136452

## FEES REFUNDED

Date \_\_\_\_\_ Amount \_\_\_\_\_ Receipt # \_\_\_\_\_



EP

# Oregon

Water Resources Department  
Transfers and Conservation Section (TACS)  
725 Summer St NE Ste A  
Salem, OR 97301-1266

ADDRESS SERVICE REQUESTED

FIRST-CLASS  
AUTO FLAT



US POSTAGE PAID BY FITNEY BOWES  
ZIP 97301 \$ 000.84<sup>1</sup>  
02 7W  
0008029482 MAR 29 2024



Hubert and  
Star Rout  
Lebanon

- ☐ Not Deliverable No Address
- ☐ Unable To Forward
- ☐ Insufficient Address
- ☐ Moved Left No Address
- ☐ Unclaimed ☐ Refused
- ☐ Attempted Not Known
- ☐ No Such Street ☐ None
- ☐ Vacant ☐ Incomplete
- ☐ No Mail Recipient
- ☐ Box Closed - No Order
- ☐ Returned For Better Address
- ☐ Postage Due

Received  
APR 05 2024  
OWRD







# Oregon

Tina Kotek, Governor

## Water Resources Department

North Mall Office Building

725 Summer St NE, Suite A

Salem, OR 97301

Phone 503 986-0900

Fax 503 986-0904

March 27, 2024

Rodger Family Farm and Fiber Mill, LLC  
31022 Old Santiam Hwy  
Lebanon, OR 97355

REFERENCE: Transfer Application T-13831

Enclosed is a copy of the final order approving your water right transfer application.

The time allowed to complete the transfer is specified in the final order. YOU SHOULD GIVE PARTICULAR ATTENTION TO THE TIME LIMIT. The water right for any portion of the authorized change in character of use or change in place of use NOT carried out within the time allowed will be lost.

An extension of the time limit can be allowed only upon a showing that diligent effort has been made to complete the actual change(s) within the time allowed.

You are required to hire a Certified Water Rights Examiner (CWRE) to complete a Claim of Beneficial Use report and map which must be submitted to this Department within one year of the date you complete the change(s) or within one year of the completion date authorized in the transfer final order, whichever occurs first.

If you have any questions related to the approval of this transfer, you may contact your caseworker, Dante Luongo, by telephone at (971) 304-5006 or by e-mail at [Dante.j.luongo@water.oregon.gov](mailto:Dante.j.luongo@water.oregon.gov).

Sincerely,

Elyse D. Richman  
Water Rights Services Support  
Transfers and Conservation Section

cc: Gregory J. Wacker, Watermaster Dist. # 16 (via email)  
Michael J. Higgins, Agent  
Linn County Planning Department, Local Government  
Enclosure



BEFORE THE WATER RESOURCES DEPARTMENT  
OF THE  
STATE OF OREGON

In the Matter of Transfer Application	)	FINAL ORDER APPROVING
T-13831, Linn County	)	A CHANGE IN PLACE OF USE

**Authority**

Oregon Revised Statutes (ORS) 537.705 and 540.505 to 540.580 establish the process in which a water right holder may submit a request to transfer the point of appropriation, place of use, or character of use authorized under an existing water right. Oregon Administrative Rules (OAR) Chapter 690, Division 380 implement the statutes and provides the Department's procedures and criteria for evaluating transfer applications.

**Applicant**

RODGER FAMILY FARM & FIBER MILL, LLC  
31022 OLD SANTIAM HIGHWAY  
LEBANON, OR 97355

**Findings of Fact**

1. On September 20, 2021, RODGER FAMILY FARM & FIBER MILL, LLC filed an application to change the place of use under Certificate 38158. The Department assigned the application number T-13831.
2. Notice of the application for transfer was published on September 28, 2021, pursuant to OAR 690-380-4000. No comments were filed in response to the notice.
3. On March 23, 2023, the Department mailed a copy of the draft Preliminary Determination proposing to approve Transfer Application T-13831 to the applicant. The draft Preliminary Determination cover letter set forth a deadline of April 23, 2023, for the applicant to respond. The applicant requested that the Department proceed with issuance of a Preliminary Determination and provided the necessary information to demonstrate that the applicant is authorized to pursue the transfer.
4. On November 15, 2023, the Department issued a Preliminary Determination proposing to approve Transfer Application T-13831 and sent a copy to the applicant. Additionally, notice

This final order is subject to judicial review by the Court of Appeals under ORS 183.482. Any petition for judicial review must be filed within the 60-day time period specified by ORS 183.482(1). Pursuant to ORS 536.075 and OAR 137-003-0675, you may petition for judicial review or petition the Director for reconsideration of this order. A petition for reconsideration may be granted or denied by the Director, and if no action is taken within 60 days following the date the petition was filed, the petition shall be deemed denied.



of the Preliminary Determination for the transfer application was published in the Department's weekly notice on November 15, 2023, pursuant to ORS 540.520 and OAR 690-380-4020. No protests were filed in response to the notice.

5. The portion of the right to be transferred is as follows:

**Certificate:** 38158 in the name of HUBERT/JANICE GRIFFITHS (perfected under Permit G-3356)

**Use:** IRRIGATION of 4.4 ACRES

**Priority Date:** JULY 7, 1965

**Rate:** 0.04 CUBIC FOOT PER SECOND

**Limit/Duty:** The amount of water used for irrigation, together with the amount secured under any other right existing for the same lands, is limited to a diversion of ONE-EIGHTIETH of one cubic foot per second, or its equivalent for each acre irrigated, and shall be further limited to a diversion of not to exceed 2.5 acre-feet per acre for each acre irrigated during the irrigation season of each year.

**Source:** WELL # 1, a tributary of SOUTH SANTIAM RIVER

**Authorized Point of Appropriation:**

Twp	Rng	Mer	Sec	Q-Q	Measured Distances
12 S	1 W	WM	29	SE SW	2670 FEET WEST AND 1500 FEET NORTH FROM THE NE CORNER, KLUM DLC 40

**Authorized Place of Use:**

IRRIGATION						
Twp	Rng	Mer	Sec	Q-Q	DLC	Acres
12 S	1 W	WM	29	NE SW	53	1.6
12 S	1 W	WM	29	NW SW	53	0.6
12 S	1 W	WM	29	SE SW	53	2.2
Total						4.4

6. Transfer Application T-13831 proposes to change the place of use of the right to:

IRRIGATION						
Twp	Rng	Mer	Sec	Q-Q	DLC	Acres
12 S	1 W	WM	29	SE SW	53	1.6
12 S	1 W	WM	29	SE SW	53	0.6
12 S	1 W	WM	29	SE SW	53	2.2
Total						4.4

**Transfer Review Criteria (OAR 690-380-4010)**

7. Water has been used within the last five years according to the terms and conditions of the right. There is no information in the record that would demonstrate that the right is subject to forfeiture under ORS 540.610.



8. A water delivery system sufficient to use the full amount of water allowed under the existing right was present within the five-year period prior to submittal of Transfer Application T-13831.
9. The proposed change would not result in enlargement of the right.
10. The proposed change would not result in injury to other water rights.
11. All other application requirements are met.

#### Conclusions of Law

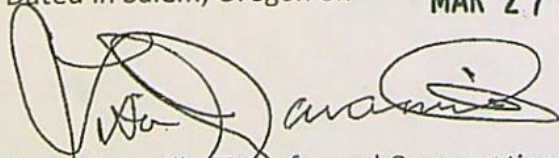
The change in place of use proposed in Transfer Application T-13831 appears to be consistent with the requirements of ORS 537.705 and 540.505 to 540.580 and OAR 690-380-5000.

#### Now, therefore, it is ORDERED:

1. The change in place of use proposed in Transfer Application T-13831 is approved.
2. The right to the use of the water is restricted to beneficial use at the place of use described and is subject to all other conditions and limitations contained in Certificate 38158 and any related decree.
3. Water right Certificate 38158 is cancelled. A new certificate will be issued describing that portion of the right not affected by this transfer.
4. Water shall be acquired from the same aquifer (water source) as the original point of appropriation.
5. The former place of use of the transferred right shall no longer receive water under the right.
6. Full beneficial use of the water shall be made, consistent with the terms of this order, on or before **October 1, 2025**. A Claim of Beneficial Use prepared by a Certified Water Right Examiner shall be submitted by the applicant to the Department within one year after the deadline for completion of the changes and full beneficial use of the water.
7. After satisfactory proof of beneficial use is received, a new certificate confirming the right transferred will be issued.

Dated in Salem, Oregon on

**MAR 27 2024**



Lisa J. Jaramillo, Transfer and Conservation Section Manager, for  
DOUGLAS E. WOODCOCK, ACTING DIRECTOR  
Oregon Water Resources Department

Mailing date: **MAR 28 2024**



## STATE OF OREGON

## COUNTY OF LINN

## CERTIFICATE OF WATER RIGHT

THIS CERTIFICATE ISSUED TO

HUBERT J. AND JANICE GRIFFITHS  
STAR ROUTE 2, BOX 30  
LEBANON OR 97355

confirms the right to use the waters of WELL NO. 1, a tributary of the SOUTH SANTIAM RIVER for IRRIGATION of 4.6 ACRES.

This right was perfected under Permit G-3356. The date of priority is JULY 7, 1965. The amount of water to which this right is entitled is limited to an amount actually used beneficially, and shall not exceed 0.04 CUBIC FOOT PER SECOND or its equivalent in case of rotation, measured at the well.

The well is located as follows:

Twp	Rng	Mer	Sec	Q-Q	DLC	Measured Distances
12 S	1 W	WM	29	SE SW	53	2670 FEET WEST AND 1500 FEET NORTH FROM THE NE CORNER OF KLUM DLC 40

The amount of water used for irrigation, together with the amount secured under any other right existing for the same lands, shall be limited to ONE-EIGHTIETH of one cubic foot per second per acre, or its equivalent for each acre irrigated and shall be further limited to a diversion of not to exceed 2.5 acre-feet per acre for each acre irrigated during the irrigation season of each year, and shall conform to such reasonable rotation system as may be ordered by the proper state officer.

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

IRRIGATION						
Twp	Rng	Mer	Sec	Q-Q	DLC	Acres
12 S	1 W	WM	29	NE SW	53	3.0
12 S	1 W	WM	29	SE SW	53	1.6
TOTAL						4.6

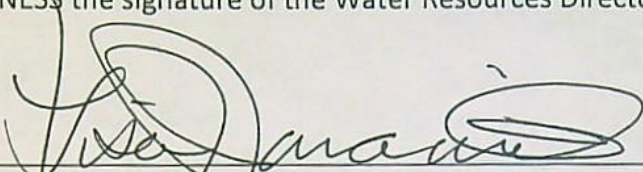
This certificate describes that portion of water right Certificate 38158, State Record of Water Right Certificates, NOT modified by the provisions of an order of the Water Resources Director entered MAR 27 2024, approving Transfer Application T-13831.

The issuance of this superseding certificate does not confirm the status of the water right in regard to the provisions of ORS 540.610 pertaining to forfeiture or abandonment.



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

WITNESS the signature of the Water Resources Director, affixed MAR 27 2024.

A handwritten signature in black ink, appearing to read "Lisa J. Jaramillo", written over a horizontal line.

Lisa J. Jaramillo, Transfer and Conservation Section Manager, for  
DOUGLAS E. WOODCOCK, ACTING DIRECTOR  
Oregon Water Resources Department



# WATER RIGHT TRANSFER COVER SHEET

Transfer: T- 13831

Transfer Specialist:

Transfer Type: Regular Transfer

*Dante*

<b>Applicant:</b> RODGER FAMILY FARM & FIBER MILL, LLC 31022 OLD SANTIAM HIGHWAY LEBANON, OR 97355 Email: _____ Phone: _____		<b>Agent:</b> <input type="checkbox"/> N/A MICHAEL J. HIGGINS 1672 SW COUNTRY CLUB PL CORVALLIS, OR 97333 Email: _____ Phone: _____	
<b>Irrigation District:</b> <input type="checkbox"/> N/A Email: _____		<b>CWRE:</b> <input type="checkbox"/> N/A Email: _____	
<b>Affected Local Gov'ts:</b> <input type="checkbox"/> N/A Linn County Planning Department Email: _____		<b>Affected Tribal Gov't:</b> <input type="checkbox"/> N/A UNAVAILABLE Email: _____	
<b>Current Landowner if other than Applicant:</b> <input type="checkbox"/> N/A Email: _____		<b>Receiving Landowner:</b> <input type="checkbox"/> N/A Email: _____	

## Water Rights Affected

File Marked	App. File # or Decree Name	Permit	Certificate	RR/CR Needed	RR/CR Nos.
<input type="checkbox"/>	G-3159	G-3356	38158	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/>				<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/>				<input type="checkbox"/> Yes <input type="checkbox"/> No	

## Key Dates & Initial Actions:

Rec'd: September 20, 2021	Proposed Action(s): PLACE OF USE	
Fees Pd: 1360.00	WM District: 16	ODFW District:
Initial Public Notice: September 28, 2021	WM Review sent:	ODFW Review sent:
Acknowledgement Letter Sent <input checked="" type="checkbox"/>		GW Review sent: <input type="checkbox"/> N/A
County sent cc: of Ack Letter <input type="checkbox"/>	BOR notified (date): <input type="checkbox"/> N/A	
Newspaper quote requested:	Request for news \$ sent:	News \$ received:
Request to publish sent:	Affidavit of publication received:	Last day of publication:

Document	Drafted	Peer Review	Changes Made	Coordinator	Changes Made	Signature Bin	Signature Date
DPD	Date: _____ Initials: _____	Date: _____ Initials: _____	Date: _____ Initials: _____	Date: <i>3/15/2023</i> Initials: <i>PKS</i>	Date: _____ Initials: _____	CW Sent: _____	N/A
PD	Date: _____ Initials: _____	Date: _____ Initials: _____	Date: _____ Initials: _____	Date: <i>10/25</i> Initials: <i>ELC</i>	Date: <i>11/9/23</i> Initials: <i>11/9/23</i>	Date: _____	Date: <i>11/15/2023</i>
FO	Date: _____ Initials: _____	Date: _____ Initials: _____	Date: _____ Initials: _____	Date: <i>2-27</i> Initials: <i>PKS</i>	Date: <i>2-27</i> Initials: <i>DZ</i>	Date: <i>3-2</i>	Date: <i>3/27/24</i>

Special Issues: *Sent/reviewed by data*

Special Order Volume: Vol. *129* Pages *997-997*





# Oregon

Tina Kotek, Governor

November 15, 2023

VIA CERTIFIED MAIL AND E-MAIL

**Applicant**

RODGER FAMILY FARM & FIBER MILL, LLC  
31022 OLD SANTIAM HIGHWAY  
LEBANON, OR 97355

SUBJECT: Water Right Transfer Application T-13831

Please find enclosed the Preliminary Determination indicating that, based on the information available, the Department intends to approve application T-13831. This document is an intermediate step in the approval process; water may not be used legally as proposed in the transfer application until a Final Order has been issued by the Department. Please read this entire letter carefully to determine your responsibility for additional action.

A public notice is being published in the Department's weekly publication simultaneously with issuance of the Preliminary Determination. The notice initiates a period in which any person may file either a protest opposing the decision proposed by the Department in the Preliminary Determination or a standing statement supporting the Department's decision. The protest period will end 30 days after the Department's notice.

If no protest is filed, the Department will issue a Final Order consistent with the Preliminary Determination. You should receive a copy of the Final Order about 30 days after the close of the protest period.

If a protest is filed, the application may be referred to a contested case proceeding. A contested case provides an opportunity for the proponents and opponents of the decision proposed in the Preliminary Determination to present information and arguments supporting their position in a quasi-judicial proceeding.

U.S. Postal Service™  
**CERTIFIED MAIL® RECEIPT**  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

**OFFICIAL USE**

Certified Mail Fee \$  
Extra Services & Fees (check box, add fee as appropriate)  
☐ Return Receipt (hardcopy) \$  
☐ Return Receipt (electronic) \$  
☐ Certified Mail Restricted Delivery \$  
☐ Adult Signature Required \$  
☐ Adult Signature Restricted Delivery \$

Postmark Here

RODGER FAMILY FARM AND FIBER MILL LLC  
31022 OLD SANTIAM HWY  
LEBANON, OR 97355

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions



Please don't hesitate to contact me at if I may be of assistance.

Sincerely,

*DJ Luongo*

Transfer Specialist  
Transfer and Conservation Section

cc: Transfer Application file T-13831  
Greg Wacker, District 16 Watermaster (*via e-mail*)  
Michael Higgins, Agent/CWRE for the applicant (*via e-mail*)

encs



**BEFORE THE WATER RESOURCES DEPARTMENT  
OF THE  
STATE OF OREGON**

In the Matter of Transfer Application	)	PRELIMINARY DETERMINATION
T-13831, Linn County	)	PROPOSING APPROVAL OF A CHANGE
	)	PLACE OF USE

**Authority**

Oregon Revised Statutes (ORS) 537.705 and 540.505 to 540.580 establish the process in which a water right holder may submit a request to transfer the point of appropriation, place of use, or character of use authorized under an existing water right. Oregon Administrative Rules (OAR) Chapter 690, Division 380 implement the statutes and provides the Department's procedures and criteria for evaluating transfer applications.

**Applicant**

RODGER FAMILY FARM & FIBER MILL, LLC  
31022 OLD SANTIAM HIGHWAY  
LEBANON, OR 97355

**Findings of Fact**

1. On September 20, 2021, RODGER FAMILY FARM & FIBER MILL, LLC filed an application to change the place of use under Certificate 38158. The Department assigned the application number T-13831.
2. Notice of the application for transfer was published on September 28, 2021, pursuant to OAR 690-380-4000. No comments were filed in response to the notice.
3. On March 23, 2023, the Department mailed a copy of the draft Preliminary Determination proposing to approve Transfer Application T-13831 to the applicant. The draft Preliminary Determination cover letter set forth a deadline of April 23, 2023, for the applicant to respond. The applicant requested that the Department proceed with issuance of a Preliminary Determination and provided the necessary information to demonstrate that the applicant is authorized to pursue the transfer.
4. On April 14<sup>th</sup>, 2023, the applicant responded to approve the changes made in Transfer Application T-13831.

Pursuant to OAR 690-380-4030, any person may file a protest or standing statement within 30 days after the last date of publication of the newspaper notice or the Department's weekly notice as prescribed by OAR 690-380-4020, whichever is later, of this preliminary determination.



5. The portion of the right to be transferred is as follows:

**Certificate:** 38158 in the name of HUBERT/JANICE GRIFFITHS (perfected under Permit G-3356)  
**Use:** IRRIGATION of 4.4 ACRES  
**Priority Date:** JULY 7, 1965  
**Rate:** 0.04 CUBIC FOOT PER SECOND  
**Limit/Duty:** The amount of water used for irrigation, together with the amount secured under any other right existing for the same lands, is limited to a diversion of ONE-EIGHTIETH of one cubic foot per second, or its equivalent for each acre irrigated, and shall be further limited to a diversion of not to exceed 2.5 acre-feet per acre for each acre irrigated during the irrigation season of each year.  
**Source:** WELL # 1, a tributary of SOUTH SANTIAM RIVER

**Authorized Point of Appropriation:**

Twp	Rng	Mer	Sec	Q-Q	Measured Distances
12 S	1 W	WM	29	SE SW	2670 FEET WEST AND 1500 FEET NORTH FROM THE NE CORNER OF KLUM DLC 40

**Authorized Place of Use:**

IRRIGATION						
Twp	Rng	Mer	Sec	Q-Q	DLC	Acres
12 S	1 W	WM	29	NE SW	53	1.6
12 S	1 W	WM	29	NW SW	53	0.6
12 S	1 W	WM	29	SE SW	53	2.2
Total						4.4

6. Transfer Application T-13831 proposes to change the place of use of the right to:

IRRIGATION						
Twp	Rng	Mer	Sec	Q-Q	DLC	Acres
12 S	1 W	WM	29	SE SW	53	1.6
12 S	1 W	WM	29	SE SW	53	0.6
12 S	1 W	WM	29	SE SW	53	2.2
Total						4.4

**Transfer Review Criteria (OAR 690-380-4010)**

7. Water has been used within the last five years according to the terms and conditions of the right. There is no information in the record that would demonstrate that the right is subject to forfeiture under ORS 540.610.
8. A water delivery system sufficient to use the full amount of water allowed under the existing right was present within the five-year period prior to submittal of Transfer Application T-13831.
9. The proposed change would not result in enlargement of the right.



10. The proposed change would not result in injury to other water rights.

11. All other application requirements are met.

#### **Determination and Proposed Action**

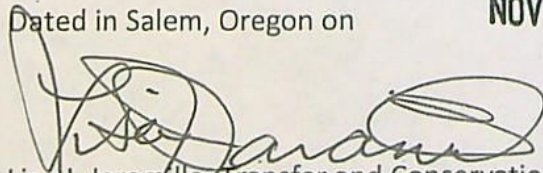
The change in place of use proposed in Transfer Application T-13831 appears to be consistent with the requirements of ORS 537.705 and 540.505 to 540.580 and OAR 690-380-5000. If protests are not filed pursuant to OAR 690-380-4030, the application will be approved.

*If Transfer Application T-13831 is approved, the final order will include the following:*

1. *The change in place of use proposed in Transfer Application T-13831 is approved.*
2. *The right to the use of the water is restricted to beneficial use at the place of use described and is subject to all other conditions and limitations contained in Certificate 38158 and any related decree.*
3. *Water right Certificate 38158 is cancelled. A new certificate will be issued describing that portion of the right not affected by this transfer.*
4. *The former place of use of the transferred right shall no longer receive water under the right.*
5. *Full beneficial use of the water shall be made, consistent with the terms of this order, on or before **October 1, 2025**. A Claim of Beneficial Use prepared by a Certified Water Right Examiner shall be submitted by the applicant to the Department within one year after the deadline for completion of the changes and full beneficial use of the water.*
6. *After satisfactory proof of beneficial use is received, a new certificate confirming the right transferred will be issued.*

Dated in Salem, Oregon on

**NOV 15 2023**



Lisa J. Jaramillo, Transfer and Conservation Section Manager, for  
DOUGLAS E. WOODCOCK, ACTING DIRECTOR  
Oregon Water Resources Department

This Preliminary Determination was prepared by Dante J. Luongo. If you have any questions about the information in this document, you may reach me at 971-304-5006 or [dante.j.luongo@water.oregon.gov](mailto:dante.j.luongo@water.oregon.gov).



**LUONGO Dante J \* WRD**

---

**From:** STARNES Patrick K \* WRD  
**Sent:** Wednesday, October 25, 2023 4:42 PM  
**To:** LUONGO Dante J \* WRD  
**Subject:** Peer Reviewed PD documents for T-13831  
**Attachments:** T-13831-pd-approve-pks-track change edits-(10-25-2023).docm; T-13831-pd-cov-pks-track change edits-(10-25-2023).docm; T-13831-pd-notice-pks-track change edits-(10-25-2023).docx

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Good Afternoon Dante,

Please find attached my peer reviews for T-13831. Review the track change edits and comments, then accept the edits and delete the comments as they will stick to the document. Then you are good to go!

Kelly

\*\*\*\*\*

Kelly Starnes, Transfer Program Analyst  
(He/Him/His)  
Oregon Water Resources Department  
725 Summer St NE Suite A  
Salem OR 97301-1271  
Cell phone: 503-979-3511 Fax: 503-986-0903  
E-mail: [patrick.k.starnes@water.oregon.gov](mailto:patrick.k.starnes@water.oregon.gov)

Please Note: Under Oregon Law, messages to and from  
this e-mail address may be available to the public.

\*\*\*\*\*





# Oregon

Tina Kotek, Governor

STATE OF OREGON

COUNTY OF LINN

## CERTIFICATE OF WATER RIGHT

### Water Resources Department

North Mall Office Building  
725 Summer Street NE, Suite A

Salem, OR 97301

Phone: 503-986-0900

Fax: 503-986-0904

www.Oregon.gov/OWRD

THIS CERTIFICATE ISSUED TO

HUBERT J. AND JANICE GRIFFITHS  
STAR ROUTE 2, BOX 30  
LEBANON OR 97355

confirms the right to use the waters of WELL NO. 1, a tributary of the SOUTH SANTIAM RIVER for IRRIGATION of 4.6 ACRES.

This right was perfected under Permit G-3356. The date of priority is JULY 7, 1965. The amount of water to which this right is entitled is limited to an amount actually used beneficially, and shall not exceed 0.04 CUBIC FOOT PER SECOND or its equivalent in case of rotation, measured at the well.

The well is located as follows:

Twp	Rng	Mer	Sec	Q-Q	DLC	Measured Distances
12 S	1 W	WM	29	SE SW	53	2670 FEET WEST AND 1500 FEET NORTH FROM THE NE CORNER OF KLUM DLC 40

The amount of water used for irrigation, together with the amount secured under any other right existing for the same lands, shall be limited to ONE-EIGHTIETH of one cubic foot per second per acre, or its equivalent for each acre irrigated and shall be further limited to a diversion of not to exceed 2.5 acre-feet per acre for each acre irrigated during the irrigation season of each year, and shall conform to such reasonable rotation system as may be ordered by the proper state officer.

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

IRRIGATION						
Twp	Rng	Mer	Sec	Q-Q	DLC	Acres
12 S	1 W	WM	29	NE SW	53	3.00
12 S	1 W	WM	29	SE SW	53	1.60

Total 4.60





This certificate describes that portion of water right Certificate 38158, State Record of Water Right Certificates, NOT modified by the provisions of an order of the Water Resources Director entered \_\_\_\_\_, approving Transfer Application T-13831.

The issuance of this superseding certificate does not confirm the status of the water right in regard to the provisions of ORS 540.610 pertaining to forfeiture or abandonment.

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

WITNESS the signature of the Water Resources Director, affixed \_\_\_\_\_.

\_\_\_\_\_  
Lisa J. Jaramillo, Transfer and Conservation Section Manager, for  
DOUGLAS E. WOODCOCK, ACTING DIRECTOR  
Oregon Water Resources Department



T-13831

STATE OF OREGON  
COUNTY OF LINN  
**CERTIFICATE OF WATER RIGHT**

This Is to Certify, That **HUBERT J. and JANICE GRIFFITHS**

of Star Route 2, Box 30, Lebanon, State of Oregon, has made proof to the satisfaction of the STATE ENGINEER of Oregon, of a right to the use of the waters of Well No. 1

a tributary of South Santiam River for the purpose of irrigation of 9.0 acres

under Permit No. G-3356 of the State Engineer, and that said right to the use of said waters has been perfected in accordance with the laws of Oregon; that the priority of the right hereby confirmed dates from July 7, 1965

that the amount of water to which such right is entitled and hereby confirmed, for the purposes aforesaid, is limited to an amount actually beneficially used for said purposes, and shall not exceed 0.08 cubic foot per second

or its equivalent in case of rotation, measured at the point of diversion from the stream. The point of diversion is located in the SE $\frac{1}{4}$  SW $\frac{1}{4}$  as projected within Keese DLC 53, Section 29, T. 12 S., R. 1 W., W. M. Well located: 2670 feet West and 1500 feet North from NE Corner, Klum DLC 40.

The amount of water used for irrigation, together with the amount secured under any other right existing for the same lands, shall be limited to one-eightieth of one cubic foot per second per acre, or its equivalent for each acre irrigated and shall be further limited to a diversion of not to exceed 2 $\frac{1}{2}$  acre feet per acre for each acre irrigated during the irrigation season of each year,

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

A description of the place of use under the right hereby confirmed, and to which such right is appurtenant, is as follows:

	x/er	RR
4.6 acres NE $\frac{1}{4}$ SW $\frac{1}{4}$	1.6	3.0
0.6 acre NW $\frac{1}{4}$ SW $\frac{1}{4}$	0.6	0
3.8 acres SE $\frac{1}{4}$ SW $\frac{1}{4}$	2.2	1.6
All as projected within Keese DLC 53	4.4	4.6
Section 29		
T. 12 S., R. 1 W., W. M.	@	@

0.04 cfs + 0.0414 cfs = 0.0814 cfs

The right to the use of the water for the purposes aforesaid is restricted to the lands or place of use herein described.

WITNESS the signature of the State Engineer, affixed

this date. February 28, 1972

CHRIS L. WHEELER

State Engineer





# Oregon

Tina Kotek, Governor

BEFORE THE WATER RESOURCES DEPARTMENT  
OF THE  
STATE OF OREGON

Water Resources Department  
North Mall Office Building  
725 Summer Street NE, Suite A  
Salem, OR 97301  
Phone: 503-986-0900  
Fax: 503-986-0904  
www.Oregon.gov/OWRD

In the Matter of Transfer Application  
T-13831, Linn County

)  
)  
)  
)  
)

**D R A F T**

PRELIMINARY DETERMINATION  
PROPOSING APPROVAL OF A CHANGE IN  
PLACE OF USE

not  
the  
letter  
head

## Authority

Oregon Revised Statutes (ORS) 537.705 and 540.505 to 540.580 establish the process in which a water right holder may submit a request to transfer the point of appropriation, place of use, or character of use authorized under an existing water right. Oregon Administrative Rules (OAR) Chapter 690, Division 380 implement the statutes and provides the Department's procedures and criteria for evaluating transfer applications.

## Applicant

RODGER FAMILY FARM & FIBER MILL, LLC  
31022 OLD SANTIAM HIGHWAY  
LEBANON, OR 97355

## Findings of Fact

1. On September 20, 2021, RODGER FAMILY FARM & FIBER MILL, LLC filed an application to change the place of use under Certificate 38158. The Department assigned the application number T-13831.
2. Notice of the application for transfer was published on September 28, 2021, pursuant to OAR 690-380-4000. No comments were filed in response to the notice.

3. The portion of the right to be transferred is as follows:

**Certificate:** 38158 in the name of HUBERT J. AND JANICE GRIFFITHS (perfected under Permit G-3356) *4.4 per application*

**Use:** IRRIGATION of ~~2.2~~ *4.4* ACRES *(sorry but that)*

**Priority Date:** JULY 7, 1965

**Rate:** 0.04 CUBIC FOOT PER SECOND *correct*

**Limit/Duty:** The amount of water used for irrigation, together with the amount secured under any other right existing for the same lands, shall be limited to ONE-EIGHTIETH of one cubic foot per second per acre, or its equivalent for each acre irrigated and shall be further limited to a diversion of not to exceed 2.5 acre-feet per acre for each acre irrigated during the irrigation season of each year.

**Source:** WELL NO. 1, a tributary of SOUTH SANTIAM RIVER





**Authorized Point of Appropriation:**

Twp	Rng	Mer	Sec	Q-Q	DLC	Measured Distances
12 S	1 W	WM	29	SE SW	83	2670 FEET WEST AND 1500 FEET NORTH FROM THE NE CORNER OF KLUM DLC 40

**Authorized Place of Use:**

IRRIGATION						
Twp	Rng	Mer	Sec	Q-Q	DLC	Acres
12 S	1 W	WM	29	NE SW	53	1.6
12 S	1 W	WM	29	NW SW	53	0.6
12 S	1 W	WM	29	SE SW	53	2.2
Total						4.4

*fix alignment*

4. Transfer Application T-13831 proposes to change the place of use of the right to:

IRRIGATION						
Twp	Rng	Mer	Sec	Q-Q	DLC	Acres
12 S	1 W	WM	29	SE SW	53	1.6
12 S	1 W	WM	29	SE SW	53	0.6
12 S	1 W	WM	29	SE SW	53	2.2
Total						4.4

**Transfer Review Criteria [(OAR 690-380-0100(14) and (OAR 690-380-4010))]**

- Water has been used within the last five years according to the terms and conditions of the right. There is no information in the record that would demonstrate that the right is subject to forfeiture under ORS 540.610.
- A water delivery system sufficient to use the full amount of water allowed under the existing right was present within the five-year period prior to submittal of Transfer Application T-13831.
- The water right is subject to transfer as defined in ORS 540.505(4) and OAR 690-380-0100(14).
- The proposed change would not result in enlargement of the right.
- The proposed change would not result in injury to other water rights.
- All other application requirements are met.

**Determination and Proposed Action**

The change in place of use proposed in Transfer Application T-13831 appears to be consistent with the requirements of ORS 537.705 and 540.505 to 540.580 and OAR 690-380-5000. If protests are not filed pursuant to OAR 690-380-4030, the application will be approved.

*If Transfer Application T-13831 is approved, the final order will include the following:*





# Oregon

Tina Kotek, Governor

## Water Resources Department

North Mall Office Building  
725 Summer Street NE, Suite A  
Salem, OR 97301

Phone: 503-986-0900

Fax: 503-986-0904

[www.Oregon.gov/OWRD](http://www.Oregon.gov/OWRD)

1. *The change in place of use proposed in Transfer Application T-13831 is approved.*
2. *The right to the use of the water is restricted to beneficial use at the place of use described and is subject to all other conditions and limitations contained in Certificate 38158 and any related decree.*
3. *Water right Certificate 38158 is cancelled. A new certificate will be issued describing that portion of the right not affected by this transfer.*
4. *The former place of use of the transferred right shall no longer receive water under the right.*
5. *Full beneficial use of the water shall be made, consistent with the terms of this order, on or before **October 1, 2024**. A Claim of Beneficial Use prepared by a Certified Water Right Examiner shall be submitted by the applicant to the Department within one year after the deadline for completion of the changes and full beneficial use of the water.*
6. *After satisfactory proof of beneficial use is received, a new certificate confirming the right transferred will be issued.*

Dated in Salem, Oregon on

## D R A F T

Lisa J. Jaramillo, Transfer and Conservation Section Manager, for  
DOUGLAS E. WOODCOCK, ACTING DIRECTOR  
Oregon Water Resources Department

This draft Preliminary Determination was prepared by Dante Luongo. If you have questions about the information in this document, you may reach me at 971-304-5006 or [Dante.J.Luongo@water.oregon.gov](mailto:Dante.J.Luongo@water.oregon.gov)







Oregon  
Oregon

Tina Kotek, Governor  
Tina Kotek, Governor

Water Resources Department  
North Mall Office Building  
725 Summer Street NE, Suite A  
North Mall Office Building  
Salem, OR 97301  
725 Summer St NE, Suite A  
Salem, OR 97301  
Phone: 503-986-0900  
Fax: 503-986-0904  
www.oregon.gov/owrd

December 14, 202123

VIA E-MAIL

fix & update

**Applicant**

RODGER FAMILY FARM & FIBER MILL, LLC  
31022 OLD SANTIAM HIGHWAY  
LEBANON, OR 97355

Reference: Water Right Transfer Application T-13831

Your water right transfer is in the first of three phases of processing. Enclosed is a draft of the Department's Preliminary Determination regarding Transfer Application T-13831. The document reflects the Department's conclusion that, based on the information currently available, the transfer will be approved. Your response and submittal of the items outlined below are required by April 1, 2023.

***Required items needing your immediate attention:***

1. Please carefully review the Draft Preliminary Determination to verify that it accurately reflects the changes you intend to make and to become familiar with the proposed conditions.
2. Respond in writing by APRIL 1, 2023, with acknowledgement that you agree to the proposed action and conditions.
3. If you find any errors, please let me know.
4. **REQUIRED:** You must submit a **Report of Ownership** for the lands where the water right are currently located (i.e., the FROM lands). This report:
  - a) Must be prepared by a title company;
  - b) Shall include a "prepared by" statement and the date the title company prepared the report printed on the cover sheet;
    - i. Prepared within 3 months of the Draft Preliminary Determination showing current ownership; **OR**
    - ii. Prepared within 3 months of recording of a water right conveyance agreement; **OR**
    - iii. Have a prepared date showing ownership at the time a water right conveyance agreement was recorded.

30 days  
from  
date of  
mailing

*If water right conveyance agreements are involved, it is helpful to provide copies of those agreements along with the Report of Ownership.*

**IMPORTANT:** In order for the Department to clearly understand the date that the title company prepared the Report of Ownership, the title company must indicate/state the date that they prepared the report on the coversheet and/or first page of the report.





- d) Must include a list of owners at the time the report was generated; **AND**
  - e) Must include a legal description of the property where the water right to be transferred is currently located (i.e., the FROM lands).
5. You must provide a notarized statement of consent signed by any landowner listed in the Report of Ownership who is not already included in the transfer application. The Department's statement of consent form (**Consent By Deeded Landowner**) is available at: [https://www.oregon.gov/OWRD/WRDFormsPDF/consent to transfer form.pdf](https://www.oregon.gov/OWRD/WRDFormsPDF/consent%20to%20transfer%20form.pdf)

#### Conditions of your water right...

**Please note the proposed date by which all conditions must be met: October 1, 2024.** If the required completion date is insufficient to comply with any of the conditions, you may request more time, at no cost to you, during this stage of processing. **Please let me know by the comment deadline if you will need more time and explain the reasons why.**

#### What happens next...

Once the preliminary determination is issued a publication period is required. The Department will publish a notice in their weekly publication, which opens a 30-day period in which the transfer can be protested.

Issuance of the Preliminary Determination will occur shortly after we receive:

1. Your written response to the conditions and proposed action in the Draft Preliminary Determination (e-mail is acceptable); and
2. The Report of Ownership, including affidavits of consent from any landowners shown in the ownership report who have not signed the transfer application. The title company must indicate/state the date that they prepared the ownership report on the coversheet and/or first page of the report.

If we do not receive the items listed above by April 1, 2023, a Preliminary Determination may be issued denying the application as incomplete.

30 days  
from  
date of  
mailing

Please don't hesitate to contact me at 971 304-5006 or Dante.J.Luongo@water.oregon.gov if I may be of assistance.

Sincerely,

Dante Luongo  
Transfer Specialist  
Transfer and Conservation Section

cc: Transfer Application file T-13831



Rodger Family Farm & Fiber Mill LLC.  
31022 Old Santiam Hwy,  
Lebanon, OR 97355  
541-609-0526  
rodgerff@gmail.com



Date: 29 March 2023

Dante Luongo  
Water Resources Department  
North Mall Office Building  
725 Summer St. NE, Suite A  
Salem, OR 97301

RE: Transfer Application File T-13831

Dear Mr. Luongo;

Having reviewed the DRAFT Preliminary Determination Proposing Approval of a Change of Place of Use, and having had my questions answered about the remaining water right of use not affected by the transfer, I do agree to the proposed action and conditions.

Donalee J. Thurber-Rodger

Tenant by the entirety  
31022 Old Santiam Hwy,  
Lebanon, OR 97355  
and  
Manager/Member  
Rodger Family Farm & Fiber Mill LLC.

RECEIVED

MAR 31 2023

OWRD

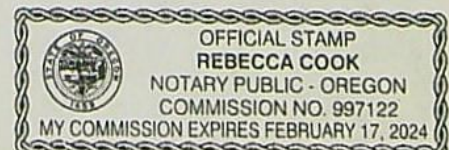
State of Oregon

County of Linn

This record was acknowledged before me on the 29<sup>th</sup> day of March, 2023

by Donalee J. Thurber - Rodger

Notary Public for the State of Oregon







Donalee Rodger <rodgerff@gmail.com>

**Document Delivery Notice - Order #60221900720 Ref 1: 31022 Old Santiam Highway, Lebanon OR 97355 Ref 2: Matthew R. Rodger , Robert C. Rodger , Donalee J. Thurber-Rodger**

1 message

Tara Riesterer <Tara.Riesterer@fnf.com>  
Reply-To: Tara Riesterer <Tara.Riesterer@fnf.com>  
To: rodgerff@gmail.com

Tue, Mar 28, 2023 at 3:45 PM

This message was sent securely using Zix®



**Fidelity National Title**  
Company

Please click on the attachment(s) to access your documents.

Robert,

Attached is the vesting deed you requested.




Thank you.

**Tara Riesterer**

AVP / Senior Escrow Officer  
Branch Manager

317 1<sup>st</sup> Ave W., Suite 100  
Albany, OR 97321

541-924-0767 Office  
866-220-1228 Fax  
[tara.riesterer@fnf.com](mailto:tara.riesterer@fnf.com)  
[teamtara@fnf.com](mailto:teamtara@fnf.com)  
[FidelityTitleOregon.com](http://FidelityTitleOregon.com)

cid:image002.png@01CFAFF7.623977B0

RECEIVED  
MAR 31 2023  
OWRD

**\*\*Be aware! Online banking fraud is on the rise. If you receive an email containing WIRE TRANSFER INSTRUCTIONS call your escrow officer immediately to verify the information prior to sending funds.\*\***

Rate Calculator | [Afterhours Customer Service](#) | EC Purchasing

Lenders, please send loan documents to: [teamtara@fnf.com](mailto:teamtara@fnf.com)  
For immediate assistance, please call 541-924-0767 or one of my team members My Team: [liz.mingus@fnf.com](mailto:liz.mingus@fnf.com)  
and [Kaytlyn.courtney@fnf.com](mailto:Kaytlyn.courtney@fnf.com) or our team at [teamtara@fnf.com](mailto:teamtara@fnf.com) will be happy to assist you.



From: **Tara Riesterer - Fidelity National Title Company**

Tara.Riesterer@fnf.com

541-924-0767

**This transaction involves:**

Opened Date: **Friday, February 8 2019 9:51 AM PT**

Project Name:

Customer Ref:

Property: **31022 Old Santiam Highway, Lebanon OR 97355**

Buyer: **Matthew R. Rodger, Robert C. Rodger, Donalee J. Thurber-Rodger**


Seller: **31022 Old Santiam Hwy LLC**

External Order Number: **SoftPro - 60221900720**

Internal Order Number: **28 647 077**

f7c2d58a-2513-4193-ad23-6ddd2017b090

This message was secured by Zix<sup>®</sup>174.

 recording confirmation.pdf  
1309K

RECEIVED

MAR 31 2023

OWRD



**EXHIBIT "A"**  
Legal Description

A tract of land situated in the Southwest quarter of Section 29, Township 12 South, Range 1 West of the Willamette Meridian, in Linn County, Oregon, more particularly described as follows:

Beginning at a point on the Northerly right of way line of the Oregon Electric Railroad, said point being 660.0 feet East and 970.3 feet North of the Southwest corner of the Elmore Kees Donation Land Claim No. 53, Township 12 South, Range 1 West of the Willamette Meridian in Linn County, Oregon; thence North 42°43' West 818.39 feet along said right of way to a 1 and 1/2 inch pipe; thence North and parallel to the West line of said Donation Land Claim No. 53, 599.42 feet to a pipe; thence South 59°58' East 641.1 feet to a pipe, said pipe being North 880.0 feet from the point of Beginning; thence North to the center line of the Old Santiam Wagon Road as shown by County Survey No. 3730; thence in a Southeasterly direction following the center line of said road to a point from which a 1 and 1/2 inch pipe bears South 51°25' West 28.32 feet, said point also being the Northern most point of that certain described tract of land as set forth in Deed Book 221, Page 3, Deed Records of Linn County, Oregon; thence South 51°25' West 800.18 feet, more or less, to a point on the Northerly right of way line of the Oregon Electric Railroad; thence North 42°43' West along said right of way to the Point of Beginning.

EXCEPTING THEREFROM that portion lying within the limits of Old Santiam Wagon Road.

RECEIVED

MAR 31 2023

OWRD



LINN COUNTY, OREGON M-TD Sln=48 S. WILSON \$50.00 \$11.00 \$10.00 \$60.00 \$19.00	2019-04194 03/22/2019 09:52:59 AM \$150.00 I, Steve Druckenmiller, County Clerk for Linn County, Oregon, certify that the instrument identified herein was recorded in the Clerk records. Steve Druckenmiller - County Clerk
--	--

RECEIVED  
MAR 31 2023  
OWRD

When recorded, return to:  
OnPoint Community Credit Union  
2701 NW Vaughn Street, #800  
Portland, OR 97210

Escrow No.: 60221900720  
LOAN #: 119013679

[Space Below This Line For Acknowledgment]

## DEED OF TRUST

### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated **March 19, 2019**, together with all Riders to this document.

(B) "Borrower" is **ROBERT C. RODGER AND DONALEE J. THURBER-RODGER, AS TENANTS BY THE ENTIRETY, AND MATTHEW R. RODGER, A SINGLE MAN, NOT AS TENANTS IN COMMON, BUT WITH THE RIGHTS OF SURVIVORSHIP.**

Borrower is the trustor under this Security Instrument.  
(C) "Lender" is **OnPoint Community Credit Union.**

Lender is a **Credit Union,**  
**Oregon,**  
**Portland, OR 97210.**

organized and existing under the laws of  
Lender's address is **2701 NW Vaughn Street, #800,**

Lender is the beneficiary under this Security Instrument.  
(D) "Trustee" is **Peter McCord.**

(E) "Note" means the promissory note signed by Borrower and dated **March 19, 2019.** The Note states that Borrower owes Lender **THREE HUNDRED EIGHTY TWO THOUSAND FIVE HUNDRED AND NO/100\* \*\*** Dollars (U.S. **\$382,500.00**) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **April 1, 2049.**

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.



Fidelity National Title of Oregon 45141 901947-07



(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> Second Home Rider  |
| <input type="checkbox"/> Balloon Rider         | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Other(s) [specify] |
| <input type="checkbox"/> 1-4 Family Rider      | <input type="checkbox"/> Biweekly Payment Rider         |   |
| <input type="checkbox"/> V.A. Rider            |   |   |

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

#### TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County [Type of Recording Jurisdiction] of Linn [Name of Recording Jurisdiction]:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS "EXHIBIT A".

APN #: 165387

RECEIVED

MAR 31 2023

OWRD

which currently has the address of 31022 Old Santiam Hwy, Lebanon,

[Street] [City]

Oregon 97355

("Property Address"):

[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.





Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. **Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. **Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those

RECEIVED  
MAR 31 2023

OWRD





proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

**5. Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

**6. Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

**7. Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.



RECEIVED

MAR 31 2023

OWRD



8. **Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. **Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. **Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. **Assignment of Miscellaneous Proceeds; Forfeiture.** All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is



RECEIVED

MAR 31 2023

CWRD



completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

**12. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

**13. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

**14. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

**15. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address,

RECEIVED

MAR 31 2023

OWRD





then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

**16. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

**17. Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

**18. Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

**20. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

**21. Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.



RECEIVED

MAR 31 2023

CWRD



Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold and shall cause such notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall give notice of sale in the manner prescribed by Applicable Law to Borrower and to other persons prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

23. **Reconveyance.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law.

24. **Substitute Trustee.** Lender may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

25. **Attorneys' Fees.** As used in this Security Instrument and in the Note, attorneys' fees shall include those awarded by an appellate court.

26. **Protective Advances.** This Security Instrument secures any advances Lender, at its discretion, may make under Section 9 of this Security Instrument to protect Lender's interest in the Property and rights under this Security Instrument.

27. **Required Evidence of Property Insurance.**

#### WARNING

Unless you provide us with evidence of the insurance coverage as required by our contract or loan agreement, we may purchase insurance at your expense to protect our interest. This insurance may, but need not, also protect your interest. If the collateral becomes damaged, the coverage we purchase may not pay any claim you make or any claim made against you. You may later cancel this coverage by providing evidence that you have obtained property coverage elsewhere.

You are responsible for the cost of any insurance purchased by us. The cost of this insurance may be added to your contract or loan balance. If the cost is added to your contract or loan balance, the interest rate on the underlying contract or loan will apply to this added amount. The effective date of coverage may be the date your prior coverage lapsed or the date you failed to provide proof of coverage.

The coverage we purchase may be considerably more expensive than insurance you can obtain on your own and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by Applicable Law.

RECEIVED

MAR 31 2023

OWRD





BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

[Signature] 3/21/19 (Seal)  
ROBERT C. RODGER DATE

[Signature] 3/21/19 (Seal)  
MATTHEW R. RODGER DATE

[Signature] 3/21/2019 (Seal)  
DONALEE J. THURBER-RODGER DATE

State of Oregon  
County of Clatsop

This instrument was acknowledged before me on March 21, 2019 by ROBERT C. RODGER AND MATTHEW R. RODGER AND DONALEE J. THURBER-RODGER.



[Signature]  
Signature of Notarial Officer  
[Signature]  
Title (and Rank)

My commission expires: 4-22-2019

Lender: OnPoint Community Credit Union  
NMLS ID: 462268  
Loan Originator: Von-Michelle Popescu  
NMLS ID: 143561

RECEIVED  
MAR 31 2019  
OWRD





**EXHIBIT "A"**  
Legal Description

A tract of land situated in the Southwest quarter of Section 29, Township 12 South, Range 1 West of the Willamette Meridian, in Linn County, Oregon, more particularly described as follows:

Beginning at a point on the Northerly right of way line of the Oregon Electric Railroad, said point being 660.0 feet East and 970.3 feet North of the Southwest corner of the Elmore Kees Donation Land Claim No. 53, Township 12 South, Range 1 West of the Willamette Meridian in Linn County, Oregon; thence North 42°43' West 818.39 feet along said right of way to a 1 and 1/2 inch pipe; thence North and parallel to the West line of said Donation Land Claim No. 53, 599.42 feet to a pipe; thence South 59°58' East 641.1 feet to a pipe, said pipe being North 880.0 feet from the point of Beginning; thence North to the center line of the Old Santiam Wagon Road as shown by County Survey No. 3730; thence in a Southeasterly direction following the center line of said road to a point from which a 1 and 1/2 inch pipe bears South 51°25' West 28.32 feet, said point also being the Northern most point of that certain described tract of land as set forth in Deed Book 221, Page 3, Deed Records of Linn County, Oregon; thence South 51°25' West 800.18 feet, more or less, to a point on the Northerly right of way line of the Oregon Electric Railroad; thence North 42°43' West along said right of way to the Point of Beginning.

EXCEPTING THEREFROM that portion lying within the limits of Old Santiam Wagon Road.

RECEIVED

MAR 31 2023

OWRD



RECORDING REQUESTED BY:



**Fidelity National Title**  
Company of Oregon

12809 SE 93rd Avenue  
Clackamas, OR 97015

**GRANTOR'S NAME:**

31022 Old Santiam Hwy LLC, a Delaware limited liability company

**GRANTEE'S NAME:**

Robert C. Rodger, Donalee J. Thurber-Rodger and Matthew R. Rodger

**AFTER RECORDING RETURN TO:**

Order No.: 45141901947-GN

Robert C. Rodger, Donalee J. Thurber-Rodger and Matthew R. Rodger  
31022 Old Santiam Highway  
Lebanon, OR 97355

**SEND TAX STATEMENTS TO:**

Robert C. Rodger, Donalee J. Thurber-Rodger and Matthew R. Rodger  
31022 Old Santiam Highway  
Lebanon, OR 97355

APN: 0165387

31022 Old Santiam Highway, Lebanon, OR 97355

LINN COUNTY, OREGON

2019-04193

D-WD

Stn=48 S. WILSON

03/22/2019 09:52:59 AM

\$20.00 \$11.00 \$10.00 \$60.00 \$19.00

\$120.00

I, Steve Druckenmiller, County Clerk for Linn County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.

Steve Druckenmiller - County Clerk

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**STATUTORY WARRANTY DEED**

31022 Old Santiam Hwy LLC, a Delaware limited liability company, Grantor, conveys and warrants to

Robert C. Rodger and Donalee J. Thurber-Rodger, as tenants by the entirety, and Matthew R. Rodger, a single man, not as tenants in common, but with the rights of survivorship, Grantee, the following described real property, free and clear of encumbrances except as specifically set forth below, situated in the County of Linn, State of Oregon:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

THE TRUE AND ACTUAL CONSIDERATION FOR THIS CONVEYANCE IS FOUR HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$425,000.00) \*\*which is paid to a Qualified Intermediary as part of a 1031 deferred exchange". (See ORS 93.030).

**Subject to:**

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF

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 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, 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.

Fidelity National Title of Oregon 45141901947-07

RECEIVED

MAR 31 2023

OWRD



# STATUTORY WARRANTY DEED

(continued)

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Dated: March 20, 2019

31022 Old Santiam Hwy LLC, a Delaware limited liability company

BY: Gisele Rainer  
Gisele Rainer, Member

BY: Albert Rainer  
Albert Rainer, Member

State of CALIFORNIA  
County of SAN FRANCISCO

This instrument was acknowledged before me on March 20, 2019,

by GISELE RAINER and ALBERT RAINER  
as Members  
of 31022 Old Santiam Hwy LLC, a Delaware limited liability company.

[Signature]  
Notary Public - State of CALIFORNIA  
My Commission Expires: 4/5/2021



RECEIVED

MAR 31 2023

OWRD



**EXHIBIT "A"**  
Legal Description

A tract of land situated in the Southwest quarter of Section 29, Township 12 South, Range 1 West of the Willamette Meridian, in Linn County, Oregon, more particularly described as follows:

Beginning at a point on the Northerly right of way line of the Oregon Electric Railroad, said point being 660.0 feet East and 970.3 feet North of the Southwest corner of the Elmore Kees Donation Land Claim No. 53, Township 12 South, Range 1 West of the Willamette Meridian in Linn County, Oregon; thence North 42°43' West 818.39 feet along said right of way to a 1 and 1/2 inch pipe; thence North and parallel to the West line of said Donation Land Claim No. 53, 599.42 feet to a pipe; thence South 59°58' East 641.1 feet to a pipe, said pipe being North 880.0 feet from the point of Beginning; thence North to the center line of the Old Santiam Wagon Road as shown by County Survey No. 3730; thence in a Southeasterly direction following the center line of said road to a point from which a 1 and 1/2 inch pipe bears South 51°25' West 28.32 feet, said point also being the Northern most point of that certain described tract of land as set forth in Deed Book 221, Page 3, Deed Records of Linn County, Oregon; thence South 51°25' West 800.18 feet, more or less, to a point on the Northerly right of way line of the Oregon Electric Railroad; thence North 42°43' West along said right of way to the Point of Beginning.

EXCEPTING THEREFROM that portion lying within the limits of Old Santiam Wagon Road.

RECEIVED

MAR 31 2023

OWRD



**EXHIBIT "B"**  
Exceptions

Subject to:

SPECIFIC ITEMS AND EXCEPTIONS:

The Land has been classified as Farm Land, as disclosed by the tax roll. If the Land becomes disqualified, said Land may be subject to additional taxes and/or penalties.

Rights of the public to any portion of the Land lying within the limits of streets, roads and highways.

Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Benton-Lincoln Electric Cooperative, Inc., a corporation

Purpose: as mentioned in said easement

Recording Date: August 20, 1957

Recording No: Book 255, Page 707

Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Pacific Power & Light Company, a corporation

Purpose: as mentioned in said easement

Recording Date: April 3, 1963

Recording No: Book 293, Page 326

Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Pacific Power & Light Company, a corporation

Purpose: as mentioned in said easement

Recording Date: July 10, 1972

Recording No: Volume 42, Page 782

Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Pacific Power & Light Company, a corporation

Purpose: as mentioned in said easement

Recording Date: August 18, 1972

Recording No: Volume 45, Page 437

Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Consumers Power, Inc., an Oregon corporation

Purpose: as mentioned in said easement

Recording Date: November 8, 1985

Recording No: Volume 397, Page 603

RECEIVED

MAR 31 2023

OWRD



**EXHIBIT "A"**  
Legal Description

A tract of land situated in the Southwest quarter of Section 29, Township 12 South, Range 1 West of the Willamette Meridian, in Linn County, Oregon, more particularly described as follows:

Beginning at a point on the Northerly right of way line of the Oregon Electric Railroad, said point being 680.0 feet East and 970.3 feet North of the Southwest corner of the Elmore Kees Donation Land Claim No. 53, Township 12 South, Range 1 West of the Willamette Meridian in Linn County, Oregon; thence North 42°43' West 818.39 feet along said right of way to a 1 and 1/2 inch pipe; thence North and parallel to the West line of said Donation Land Claim No. 53, 599.42 feet to a pipe; thence South 59°58' East 641.1 feet to a pipe, said pipe being North 880.0 feet from the point of Beginning; thence North to the center line of the Old Santiam Wagon Road as shown by County Survey No. 3730; thence in a Southeasterly direction following the center line of said road to a point from which a 1 and 1/2 inch pipe bears South 51°25' West 28.32 feet, said point also being the Northern most point of that certain described tract of land as set forth in Deed Book 221, Page 3, Deed Records of Linn County, Oregon; thence South 51°25' West 800.18 feet, more or less, to a point on the Northerly right of way line of the Oregon Electric Railroad; thence North 42°43' West along said right of way to the Point of Beginning.

EXCEPTING THEREFROM that portion lying within the limits of Old Santiam Wagon Road.

Good

RECEIVED

MAR 31 2023

OWRD



## Watermaster Review Form: Water Right Transfer



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

Transfer Application: T-13831

Review Due Date: 10/27/2021

Applicant Name: Rodger Family Farm & Fiber Mill, LLC

Proposed Changes: ☒ POU ☐ POD ☐ POA ☐ USE ☐ OTHER

Reviewer(s): G. Wacker

Date of Review: 09/27/2021

1. Do you have evidence that the right has not been used in the last 5 years and that the presumption of forfeiture would not likely be rebuttable? ☐ Yes ☒ No If "Yes", attach evidence (e.g. dated aerial photo showing pavement or building on the land for >5 yrs.)
2. Is there a history of regulation on the source that serves this (or these) right(s) that has involved the transferred right(s) and downstream water rights? ☐ Yes ☒ No Generally characterize the frequency of any regulation or explain why regulation has not occurred:
3. Have headgate notices been issued for the source that serves the transferred right(s)?  
☐ Yes ☒ No ☐ Records not available.
4. In your estimation, after the proposed change, would distribution of water for the right(s) result in regulation of other water rights that would not have occurred if use under the original right(s) was/were maximized? ☐ Yes ☒ No If "Yes", explain:
5. In your estimation, if the proposed change is approved, are there upstream water rights that would be affected? ☐ Yes ☒ No If "Yes", describe how the rights would be affected and list the rights most affected:



6. Check here ☐ if it appears that downstream water rights benefit from return flows resulting from the current use of the transferred right(s)? If you check the box, generally characterize the locations where the return flows likely occur and list the water rights that benefit most:

☒ N/A

7. For POD changes and instream transfers, check here if there are channel losses between the old and new PODs or within the proposed instream reach? If you check the box, describe and, if possible, estimate the losses:

☒ N/A

8. For instream transfers that propose protection of a reach beyond the mouth of the source stream:

☒ N/A Would the quantity be measureable into the receiving stream consistent with OAR 690-077-0015(8)? ☐ Yes ☐ No

9. For POU changes: ☐ N/A Is it likely the original place of use would continue to receive water from the same source? ☐ Yes ☒ No If "Yes", explain:

10. For POU or USE changes: ☐ N/A In your best judgment, would use of the existing right at "full face value," result in the diversion of more water than can be used beneficially and without waste? ☐ Yes ☒ No If "Yes", explain:

11. For POU changes that involve micro-irrigation: ☒ N/A

- a. Has the applicant made changes (absent a transfer) to convert to micro-irrigation within the current place of use boundary of the water right proposed for transfer, and previously demonstrated to the Department through monitoring and site inspections by the Watermaster that the proposed transfer will not result in injury or enlargement?

☐ Yes ☐ No If "Yes", explain:



- b. Has a temporary transfer of this nature been previously filed and approved on the same lands (or portions thereof) as those lands involved in this transfer?

☐ Yes ☐ No If "Yes", answer the following:

- i. Were there any problems with more acres being irrigated (or wetted) than were authorized under the temporary transfer? ☐ Yes ☐ No If "Yes", explain:

- ii. Did the designated areas that were to remain dry (or not wetted) under the temporary transfer actually remain dry? ☐ Yes ☐ No If "No", explain:

- iii. Did the applicant comply with and meet all of the conditions of the temporary transfer? ☐ Yes ☐ No If "No", explain:

- iv. Do you have any other observations regarding the temporary transfer?

☐ Yes ☐ No If "Yes", describe:

- v. Did the applicant demonstrate to the Department through monitoring and site inspections by the Watermaster that neither injury nor enlargement occurred as a result of the temporary transfer? ☐ Yes ☐ No If "No", explain:

- c. To the best of your knowledge, if this transfer is approved, does it appear that:

- i. "Injury" will occur to other water rights that share the same source?

☐ Yes ☐ No If "Yes", explain:

- ii. "Enlargement" of the water right being transferred will occur?

☐ Yes ☐ No If "Yes", explain:



12. Are there other issues not identified through the above questions that should be considered in determining whether the change "can be effected without injury to other rights"?

☐ Yes ☒ No If "Yes", explain:

13. What alternatives may be available for addressing any issues identified above:

14. Do conditions need to be included in the transfer order to avoid enlargement of the right or injury to other rights? ☒ No ☐ Yes, as checked and provided below:

☐ For POU changes that involve micro-irrigation, provide the monitoring and reporting conditions necessary to prevent injury/enlargement:

☐ A Headgate should be required prior to diverting water.

☐ Measurement Devices for POD or POA: (if this condition is selected, also fill in the top sections of Page 4)

*a. Before water use may begin under this order, the water user shall install a **totalizing flow meter**\*, or, with prior approval of the Director, another suitable measuring device, ☐ at each point of diversion/appropriation (new and existing) OR at each new point of diversion/appropriation ☐ with the exception that water rights issued to the Bureau of Reclamation or an irrigation district (or similar entity) are not subject to this condition.*

*b. The water user shall maintain the meters or measuring devices in good working order.*

*c. The water user shall allow the Watermaster access to the meters or measuring devices; provided however, where the meters or measuring devices are located within a private structure, the Watermaster shall request access upon reasonable notice.*

☐ Reservoir water use measurement: (if this condition is selected, also fill in the top sections of Page 4)

*a. Before water use may begin under this order, the water user shall install **staff gages**\*, or, with prior approval of the Director, other suitable measuring devices, that measure the entire range and stage between empty and full in each reservoir. Staff gages shall be United States Geological Survey style.*

*b. Before water use may begin under this order, if the reservoir is located in channel, weirs or other suitable measuring devices must be installed upstream and downstream of the reservoir, and, an adjustable outlet valve must be installed. The water user shall maintain such devices in good working order. A written waiver may be obtained, if in the judgment of the Director, the installation of weirs or other suitable measuring devices, or the adjustable outlet valve, will provide no public benefit.*

\* The following alternative device(s) should be substituted for the bold, underlined device in the above selected condition:

☐ Weir  
☐ Parshall Flume  
☐ Other: \_\_\_\_\_

☐ Submerged Orifice  
☐ Flow Restrictor



## Oregon Water Resources Department

## Measurement Condition Information for the Applicant

(To be sent with the Draft Preliminary Determination or Final Order)

Transfer #: T-

☐ In order to avoid enlargement of the right or injury to other rights, a \_\_\_\_\_ will  
be required to be installed prior to diversion of water, as a condition of this transfer:

☐ at each point of diversion/appropriation (new and existing) **OR**

☐ at each new point of diversion/appropriation.

For additional information, or to obtain approval of a different type of measurement device, the applicant should contact the area Watermaster:

Watermaster name:

District:

Address:

City/State/Zip:

Phone:

Email:

**Note:** If a device other than the one specified in the Preliminary Determination or Final Order is approved by the Watermaster, fill out and mail the form below to the Salem office.

\*\*\*\*\*

## Approval of an Alternate Measurement Device

T-

(to be filled out after consultation with the applicant, or after a site visit)

On behalf of the Director, I authorize use of the following suitable **alternate measurement device**:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Watermaster signature

\_\_\_\_\_  
District

\_\_\_\_\_  
Date

If this form is used for approval of an alternative measurement device, it must be mailed to:

Oregon Water Resources Department  
725 Summer Street NE, Suite A  
Salem, OR 97301-1266





# Oregon

Kate Brown, Governor

## Water Resources Department

725 Summer St NE, Suite A

Salem, OR 97301

(503) 986-0900

Fax (503) 986-0904

September 27, 2021

RODGER FAMILY FARM & FIBER MILL, LLC  
31022 OLD SANTIAM HIGHWAY  
LEBANON, OR 97355

Reference: Application T-13831

On September 20, 2021, OWRD received your water right Permanent Transfer Application. The application was accompanied by \$1360.00. Our receipt number 136452 is enclosed.

By copy of this letter, we are asking the Watermaster for a report regarding the potential for injury to existing water rights which may be caused by the requested change.

This application may require publication of a notice for two consecutive weeks in a newspaper with general circulation in the area where the water right is located. If it is determined that newspaper notice will be required, the Department will prepare the notice and notify you of the cost. You will be responsible for submitting payment to the Department prior to publication of the notice.

Except as provided under ORS 540.510(3) for municipalities, you may not use water in the new place of use until a final order approving the transfer application has been issued by the Department. In order to avoid any possible forfeiture of the water right, you should continue to use the water as described by your existing water right.

If the land is sold before the application is approved, the buyer's consent to the application will be required unless a recorded deed or other legal document clearly established that the water right was not conveyed in the sale.

Refer to the following page for a chart showing the steps and expected timelines for the processing of your application.

If you have any questions, please contact the Transfer Section at (503) 986-0815.

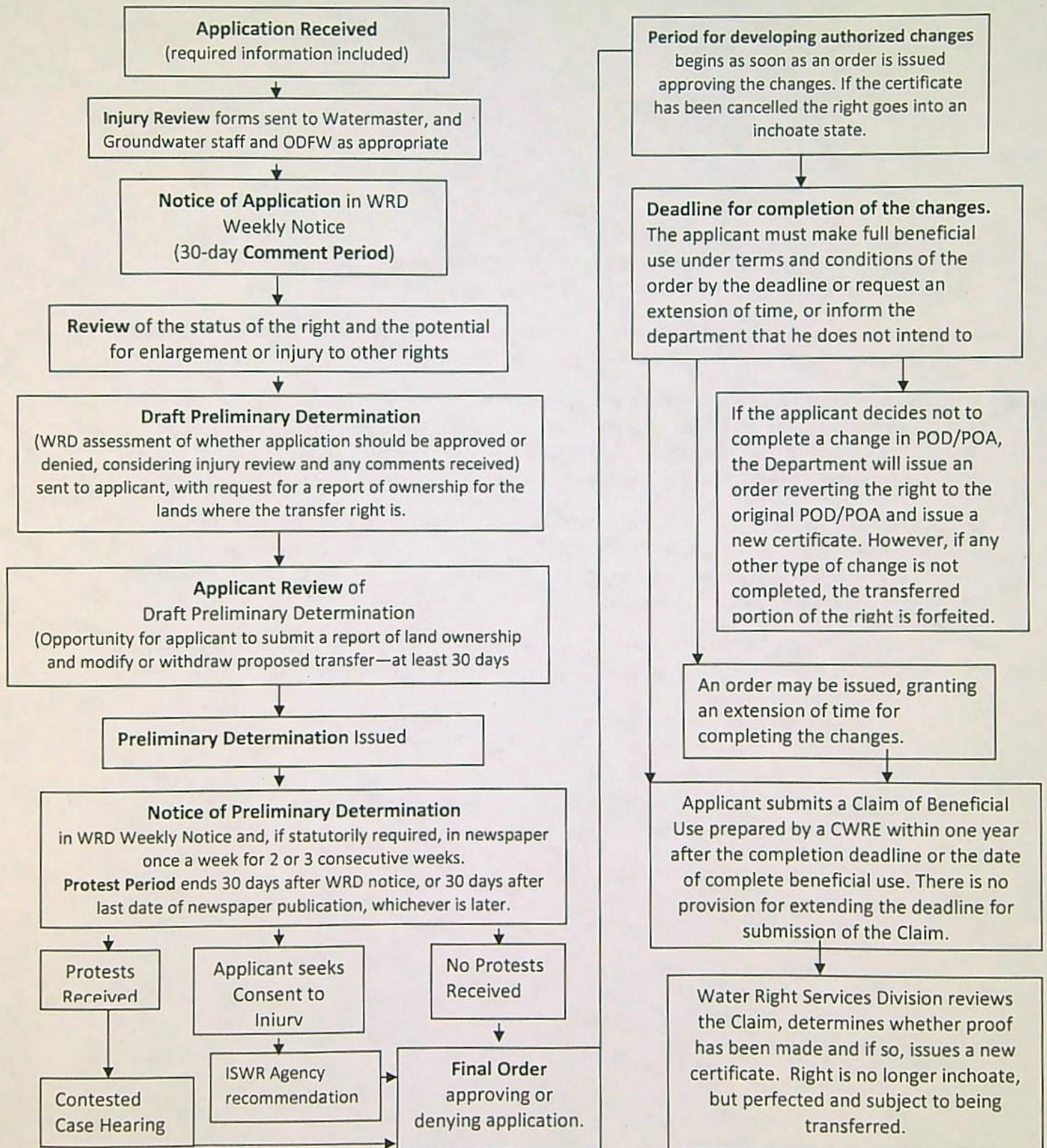
Cc: Watermaster Dist. #16, Gregory J. Wacker (*via email*)  
Linn County Planning Department  
Michael J. Higgins, Agent

Enclosure



## Regular Transfer Process (including "Proving Up" on the changes)

OAR 690 Division 380





**STATE OF OREGON  
WATER RESOURCES DEPARTMENT**

725 Summer St. N.E. Ste. A

SALEM, OR 97301-4172

(503) 986-0900 / (503) 986-0904 (fax)

RECEIPT # **136452**

INVOICE # \_\_\_\_\_

RECEIVED FROM: Rodger Family Farm + Fiber  
BY: mih LLC

APPLICATION	
PERMIT	
TRANSFER	T-13831

CASH: ☐ CHECK # 1027 OTHER: (IDENTIFY) ☐

TOTAL REC'D \$ 1,360.00

**1083 TREASURY 4170 WRD MISC CASH ACCT**

0407 COPIES	\$
OTHER: (IDENTIFY)	\$

0243 I/S Lease \_\_\_\_\_ 0244 Muni Water Mgmt. Plan \_\_\_\_\_ 0245 Cons. Water \_\_\_\_\_

**4270 WRD OPERATING ACCT**

**MISCELLANEOUS**

46110

0407 COPY & TAPE FEES	\$
0410 RESEARCH FEES	\$
0408 MISC REVENUE: (IDENTIFY)	\$
TC162 DEPOSIT LIAB. (IDENTIFY)	\$
0240 EXTENSION OF TIME	\$

**WATER RIGHTS:**

**EXAM FEE**

**RECORD FEE**

0201 SURFACE WATER	\$	0202	\$
0203 GROUND WATER	\$	0204	\$

0205 TRANSFER \$ 1360.00

**EXAM FEE**

**LICENSE FEE**

0218 WELL DRILL CONSTRUCTOR	\$	0219	\$
LANDOWNER'S PERMIT		0220	\$

OTHER (IDENTIFY) \_\_\_\_\_

**0536 TREASURY 0437 WELL CONST. START FEE**

0211 WELL CONST START FEE	\$	CARD#	
0210 MONITORING WELLS	\$	CARD#	

OTHER (IDENTIFY) \_\_\_\_\_

**0607 TREASURY 0467 HYDRO ACTIVITY LIC NUMBER**

0233 POWER LICENSE FEE (FW/WRD)		\$
0231 HYDRO LICENSE FEE (FW/WRD)		\$
HYDRO APPLICATION		\$

**TREASURY OTHER / RDX**

FUND \_\_\_\_\_ TITLE \_\_\_\_\_

OBJ. CODE \_\_\_\_\_ VENDOR # \_\_\_\_\_

DESCRIPTION \_\_\_\_\_ \$ \_\_\_\_\_

RECEIPT:

**136452**

DATED:

9-20-2021

BY:

Mindy Carlson



# 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.

RECEIVED

SEP 20 2021

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

OWRD



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: Cert. 38158**

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 (or signed land use form receipt stub) from each local land use authority in which water is to be diverted, conveyed, and/or used. Not required if water is to be diverted, conveyed, and/or used only on federal lands or if **all** of the following apply: a) a change in place of use only, b) no structural changes, c) the use of water is for irrigation only, and d) the use is located within an irrigation district or an exclusive farm use zone.



☒ N/A

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



☒ N/A

Geologist Report for a change from a surface water point of diversion to a ground water point of appropriation (well), if the proposed well is more than 500' from the surface water source and more than 1000' upstream or downstream from the point of diversion. See OAR 690-380-2130 for requirements and applicability.

### (For Staff Use Only)

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

☐ Application fee not enclosed/insufficient

☐ Map not included or incomplete

☐ Land Use Form not enclosed or incomplete

☐ Evidence of Use Form not enclosed or incomplete

☐ Additional signature(s) required

☐ Part \_\_\_\_\_ is incomplete

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

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



SEP 20 2021

## 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°).



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>0 (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 line 3a above: <u>0 (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 checked="" 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>0.04 (5a)</u> Subtract 1.0 from the number in line 5a above: <u>-0.96 (5b)</u> 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	\$1,360
7	Is this transfer: <input type="checkbox"/> necessary to complete a project funded by the Oregon Watershed Enhancement Board (OWEB) under ORS 541.932? <input 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

1. For irrigation calculate cfs for each water right involved as follows:
  - a. Divide total authorized cfs by total acres in the water right (*for C12345,  $1.25 \text{ cfs} \div 100 \text{ ac}$* ); then multiply by the number of acres to be transferred to get the transfer cfs ( *$\times 45 \text{ ac} = 0.56 \text{ cfs}$* ).
  - b. 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,  $45.0 \text{ ac} \times 0.0125 \text{ cfs/ac} = 0.56 \text{ cfs}$* )
2. 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
	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>		
2	Multiply line 2b by \$480 and enter » » » » » » » » » » » » » » »	2	
3	Add entries on lines 1 through 2 above » » » » » » <b>Fee for Substitution:</b>	3	

### TACS



## Part 4 of 5 – Applicant Information and Signature

### Applicant Information

APPLICANT/BUSINESS NAME <b>Rodger Family Farm &amp; Fiber Mill LLC</b>			PHONE NO. <b>541-609-0526</b>	ADDITIONAL CONTACT NO.
ADDRESS <b>31022 Old Santiam Hwy</b>				FAX NO.
CITY <b>Lebanon</b>	STATE <b>OR</b>	ZIP <b>97355</b>	E-MAIL <b>rodgerff@gmail.com</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.				

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

AGENT/BUSINESS NAME <b>HGX Solutions LLC</b>			PHONE NO. <b>858-775-0811</b>	ADDITIONAL CONTACT NO.
ADDRESS <b>1672 SW Country Club Pl</b>				FAX NO.
CITY <b>Corvallis</b>	STATE <b>OR</b>	ZIP <b>97333</b>	E-MAIL <b>michael.higgins@hgxolutions.com</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.				

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

For future irrigation requirements for the farm, we are applying to change a portion of the authorized place of use and transfer 2.2 acres of the total 9.0 acres under water right Certificate 38158. The proposed change is within the same property (tax lot 2300) but would result in different quarter-quarter measured acreage. We hope to accomplish this using water conservation systems including drip irrigation and portable irrigation sprinklers for orchard and pasture grazing land adjacent to Old Santiam Hwy, the south and southeast side of the property.

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

### Check One Box

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

RECEIVED

SEP 20 2021

OWRD

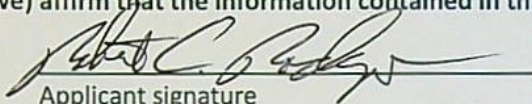
13831



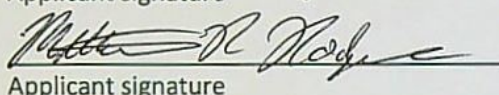
By my signature below, I confirm that I understand:

- 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: Albany Democrat-Herald and/or The Linn County Reporter.
- 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

Robert C. Rodger 9/17/2021  
Print Name (and Title if applicable) Date

  
Applicant signature

Matthew R. Rodger 9/17/2021  
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 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)

RECEIVED

SEP 20 2021

RECEIVING LANDOWNER NAME			PHONE NO.	ADDITIONAL CONTACT NO.
ADDRESS			FAX NO.	
CITY	STATE	ZIP	E-MAIL	
Describe any special ownership circumstances:			13831	
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	ADDRESS	
LINN COUNTY PLANNING & BUILDING	300 SW 4 <sup>th</sup> Ave. PO Box 100	
CITY	STATE	ZIP
Albany	OR	97321

ENTITY NAME	ADDRESS	
CITY	STATE	ZIP

RECEIVED

SEP 20 2021

OWRD

13831



## 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 # **38158**

**RECEIVED**

### Description of Water Delivery System

SEP 20 2021

System capacity: **0.08** cubic feet per second (cfs) OR

\_\_\_\_\_ gallons per minute (gpm)

**OWRD**

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. The POA described as well no.1 is 6-inch diameter with a 2HP electric Sta-Rite submersible pump with a capacity of 35 GPM is used to convey water for irrigation delivered by 2-inch main pipe, approximately 500 feet in length terminating in the NE1/4 of SW1/4 of Sec. 29, Twp. 12S, R. 1W. " There is a second 2" pipe running north approximately 100' from the well. There are smaller branch lines from these main lines. The current water delivery system is also intended to use drip systems for orchard establishment and limited sprinkler use for pasture management.

**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)
POA (Well)	<input checked="" type="checkbox"/> Authorized <input type="checkbox"/> Proposed	LINN 9589	12 S	01 W	29	SE	SW	2300	2670 FEET WEST AND 1500 FEET NORTH FROM NE CORNER, KLUM DLC 40
	<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)              |

13831



**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.

RECEIVED

SEP 20 2021

OWRD

13831



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 # 38158**

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

AUTHORIZED (the "from" or "off" lands) 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	
												2	S	9	E 2	SW NW	500		5.0	POD #6	1901	
12	S	1	W 29	NW SW	2300		0.6	Irrigation	POA (Well)	1965	POU	12	S	1	W 29	SE SW	2300		0.6	POA (Well)	1965	
12	S	1	W 29	NE SW	2300		1.6	Irrigation	POA (Well)	1965	POU	12	S	1	W 29	SE SW	2300		1.6	POA (Well)	1965	
12	S	1	W 29	SE SW	2300		2.2	Irrigation	POA (Well)	1965	POU	12	S	1	W 29	SE SW	2300		2.2	POA (Well)	1965	
TOTAL ACRES:						4.4						TOTAL ACRES:						4.4				

RECEIVED  
SEP 20 2021  
OWRD



Additional remarks: The proposed changes for the existing water right under Cert. 38158 is POU only for irrigation with water source from the existing well (POA). A total authorized POU for NWSW QQ (0.6 acres) and NESW QQ (1.6 acres) denoted 'From' lands and the proposed 'To' lands of SESW QQ for the southeastern portion of the property of TL 2300. In addition, the proposed POU includes 2.2 acres of the 3.8 acres authorized POU in the SESW QQ to move to a different area of the SESW QQ. The total proposed POU within SESW QQ encompasses 6.0 acres. The total unchanged acres in the authorized POU of NESW QQ and SESW QQ are 3.0 acres and 1.6 acres, respectively.

13831

RECEIVED

SEP 20 2021

OWRD



**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: NA.



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 # NA;

Surface water primary Certificate # NA.

**RECEIVED**

SEP 20 2021

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

Identify the primary certificate to be cancelled. Certificate # NA

**OWRD**

**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.

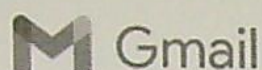
**Table 3. Construction of Point(s) of Appropriation**

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
Well	YES	LINN-9589	54	6	54	18	NONE	23	SAND & GRAVEL	55 GPM (well log) 28 GPM (2018 test)

13831





Michael Higgins <mhigginsrocks@gmail.com>

---

## Transfer (POU) proposed for Cert. 38158: Map Scale waiver request

---

STARNES Patrick K \* WRD <Patrick.K.Starnes@oregon.gov>  
To: Michael Higgins <mhigginsrocks@gmail.com>

Fri, Sep 17, 2021 at 9:19 AM

Hi Mike,

Sorry about the delay, I got sidetracked onto another issue.

The Department grants a map scale waiver for the attached transfer application map. Please include a copy of this email in the transfer application when it is submitted.

Sincerely,

Kelly

Kelly Starnes, Transfer Program Analyst  
Oregon Water Resources Department  
725 Summer St NE Suite A  
Salem OR 97301-1271  
Cellphone: 503-979-3511 Fax: 503-986-0903  
E-mail: patrick.k.starnes@oregon.gov

RECEIVED

SEP 20 2021

OWRD

13831

Please Note: Under Oregon Law, messages to and from this e-mail address may be available to the public.

---

**From:** Michael Higgins <mhigginsrocks@gmail.com>

**Sent:** Thursday, September 16, 2021 9:48:46 AM

**To:** STARNES Patrick K \* WRD <Patrick.K.Starnes@oregon.gov>

**Subject:** Re: Transfer (POU) proposed for Cert. 38158: Map Scale waiver request

[Quoted text hidden]



# 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 )  
County of Linn ) ss

I, Robert C. Ridge, in my capacity as Land owner,  
mailing address 31022 Old Santiam Hwy, Lebanon, OR 97355  
telephone number (503) 801-7705, 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

RECEIVED

SEP 20 2021

2. I attest that:

☒ Water was used during the previous five years on the **entire** place of use for  
Certificate # 38158; OR

OWRD

☐ My knowledge is specific to the use of water at the following locations within the last five years:

Certificate #	Township	Range	Mer	Sec	1/4 1/4	Gov't Lot or DLC	Acres (if applicable)

OR

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

(continues on reverse side)

13831

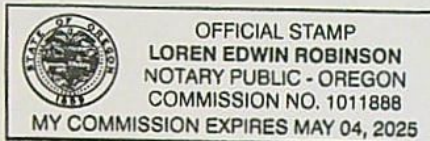


3. The water right was used for: (e.g., crops, pasture, etc.): Pasture + hay
4. I understand that if I do not attach one or more of the documents shown in the table below to support the above statements, my application will be considered incomplete.

Robert C. Rodger  
Signature of Affiant

9/16/2021  
Date

Signed and sworn to (or affirmed) before me this 16<sup>th</sup> day of Sept, 2021.  
by Robert C. Rodger



Loren E. Robinson  
Notary Public for Oregon

My Commission Expires: May 4, 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.</p> <p>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.terra-server.com">www.terra-server.com</a></p>
<input type="checkbox"/> Approved Lease establishing beneficial use within the last 5 years	Copy of instream lease or lease number

RECEIVED

SEP 20 2021

OWRD  
13831 FS



# Transfer POU Application: Cert. 38158

Rodger Family Farm and Fiber Mill LLC  
Tax Map 12S01W29C, TL 2300  
Final Proof Survey (1970) - Overlay Map  
Imagery Date: 8/12/2020

## Legend

- Existing Place of Use
- POA - Existing Well
- TL 2300





# Transfer POU Application: Cert. 38158

Rodger Family Farm and Fiber Mill LLC

Tax Map 12S01W29C, TL 2300

Existing POU area

Imagery Date: 8/12/2020

## Legend

- Existing Place of Use
- POA - Existing Well
- TL 2300













# T. 12S. R. 1W. SEC 29, W.M. Linn County

CERT. 38158  
Final Proof Survey (1970)  
Map Overlay

NESE

W.R. CERT. 38158

□ Tax Lot 2300

⊙ POA (Well)

--- Irrigation Main Line

• Water Line Valve

▨ Proposed POU

▨ POU Authorized  
(From lands)

Streams

--- CANAL

--- DITCH

— STREAM

Inset Map  
1:4,800



Cert. 38158, 7/7/1965  
From: NWSW QQ  
Irrig. 0.6 acres

Cert. 38158, 7/7/1965  
To: SESW QQ  
Irrig. 0.6 acres

Cert. 38158, 7/7/1965  
From: NESW QQ  
Irrig. 1.6 acres

Cert. 38158, 7/7/1965  
To: SESW QQ  
Irrig. 1.6 acres

NESW QQ  
1.6 acres

NWSW QQ  
0.6 acres

SESW QQ  
2.2 acres

Cert. 38158, 7/7/1965  
Unchanged POU  
SESW QQ  
Area: 1.6 acres

Cert. 38158, 7/7/1965  
Proposed POU  
SESW QQ  
Area: 4.4 acres

Cert. 38158, 7/7/1965  
Unchanged POU  
NESW QQ  
Area: 3.0 acres

POA  
Existing Well

Certified Water Right Examiner  
91134CWRE  
MICHAEL HIGGINS  
June 3, 2016  
STATE OF OREGON  
Expires: June 30, 2023

KLUM  
D.L.C. 40

RECEIVED

NE COR.  
KLUM  
D.L.C. 40

POA - Existing Well  
Located North 1500-ft, West 2670-ft  
from the NE COR, KLUM DLC 40  
Latitude: 44.49381 ; Longitude: -122.83767  
WGS 84 (10-ft +/-)

DISCLAIMER  
This map was prepared for the purpose of identifying the location of water right only and is not intended to provide legal dimensions or location of property ownership lines.

Map to Accompany Application for Transfer to Change Place of Use  
Under Certificate 38158  
In the Name of Rodger Family Farm & Fiber Mill LLC  
Tax Lot 2300, Tax Map 12S 01W 29C

9/14/21 M.J.H.

HGX Solutions, LLC.

0 300 600 900 1,200 ft

1:7,200



Source:  
EPSG:2913 - NAD83(HARN) / Oregon North (ft) - Projected  
GIS Data: Linn County, Oregon Spatial Data Library

Map to scale when printed at 8.5"x11.0" (Letter)



# Permanent Transfer Application Intake Completion Checklist

Check the Certificate(s) in WRIS

Transfer # T- 13831

Checked by: <u>Joan</u>	<b>Type of Change(s) Proposed:</b> <small>Mark the Proposed Changes</small>	Substitution	Supplemental to Primary	<input checked="" type="checkbox"/> POU	POD	APOD
Date: <u>9/22/21</u>		Gov Action	Surface to Ground	USE	POA	APOA
Fee Received: <u>1360.00</u>		How many rights to be Transferred?				
Calculated Fee: <u>1360.00</u>		Certificate # <u>38158</u>				
Additional Observations: _____						

If OK and complete, check box to the left; if **NOT**, fill in.

- ☒ 1. Is applicant information complete? Have all applicants listed at the top of the page signed at the bottom?  
If no, what is missing? Whose signature is missing? \_\_\_\_\_
  - ☒ 2. Does applicant indicate the place of use is in or near an irrigation district? Is a Form D included? ☒ N/A.  
Name of the district: \_\_\_\_\_
  - ☒ 3. Part 5 of application, has the applicant(s) completed the entire page and does the information match the description of the explanation of the reasons for transfer on Part 4 of the application?  
If no, you may need to contact the applicant or agent? \_\_\_\_\_
  - ☒ 4. Is there only one (1) water right included in this transfer application?  
If no, are the criteria of OAR 690-380-3220 for more than one WR met? Yes or No \_\_\_\_\_  
If no, then the transfer application **CANNOT** be accepted. See attached "3220" Decision Tree Flowchart.
  - ☒ 5. For multiple certificates do each of the certificates listed on Application Page 1 have their own separate completed Part 5 tables 1 & 2?  
If no, which certificate(s) are missing a separate Part 5 tables 1 & 2? \_\_\_\_\_
  - ☒ 6. Is the map prepared and signed by a CWRE? Does the map meet requirements?  
If no, what is missing? \_\_\_\_\_. Map waiver included? ☒ Yes ☐ No
  - ☒ 7. If a change in point of appropriation (POA), have the well logs been included? ☒ N/A.
  - ☒ 8. If a change in place of use (POU) within Umatilla County, have the applicant(s) provided a Supplemental Form U? ☒ N/A.
  - ☒ 9. If all boxes on this checklist are checked (with no remaining deficiencies identified), **ACCEPT** the application.  
Put this application intake completeness check sheet in the transfer folder.
- OR: ☐ If all boxes to the left are **NOT** checked, then this application is deficient and **CANNOT** be accepted.  
It should be returned and the deficiencies listed in the "staff" section at the bottom of Application Page 1, unless the applicant or agent can resolve the deficiencies within 2-3 days.

Actions taken: [Signature] Date: \_\_\_\_\_



## Permanent Transfer Application Intake Completion Checklist

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
	Types of change proposed: <input type="checkbox"/> Place of Use <input type="checkbox"/> Character of Use <input type="checkbox"/> Point of Diversion/Appropriation Number of above boxes checked = _____ (2a) Subtract 1 from the number in line 2a = _____ (2b) If only one change, this will be 0. Multiply line 2b by \$1,090 and enter » » » » » » » » » » » » » » » »	2	0
3	Number of water rights included in transfer _____ (3a) Subtract 1 from the number in 3a above: _____ (3b) If only one water right this will be 0 Multiply line 3b by \$610 and enter » » » » » » » » » » » » » » » »	3	0
4	Do you propose to add or change a well, change from a surface water POD to a well, or Substitute a Suppl GW right for a Primary SW right? <input type="checkbox"/> No: enter 0 » <input type="checkbox"/> Yes = \$480 (4a) If YES: enter the number of wells being proposed: _____ (4b) Subtract 1 from the number in line 4b = _____ (4c) If only one well this will be 0. Multiply line 4c by \$410 = _____ (4d) Add lines 4a and 4d 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 type="checkbox"/> Yes: enter the cfs for the portions of the rights to be transferred (see example below*): _____ (5a) 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 \$350, then enter on line 5 » » » » » » » » » » » » » » » »	5	0
6	Add entries on lines 1 through 5 above » » » » » » » » » » Subtotal:	6	0
7	Is this transfer: <input type="checkbox"/> necessary to complete a project funded by the Oregon Watershed Enhancement Board (OWEB) under ORS 541.932? <input 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 » » » » » » » » » » » Transfer Fee:	8	