temporary

Name Cal Farms Inc  Address PO Box 7910		OF WATER RIGHT(s)	PV		Date J-12-2022	FEES PAID Amount 4998.33	Receipt # /3726/
Change in Row Pool	Trib. of WULLAW	rette nier					
Date Filed 1,2,2000 Initial notice date 1,25,1,2000	Use Quantity of water (CFS)						
DPD issued date	Name of ditch	Per # \$288410	Cert # 38799	PR Date			
PD issued date PD notice date Date of FO 4 6 30 30 Vol 133 Page 70	App#App#	Per # Per #	Cert # Cert #	PR Date PR Date	Date	FEES REFUN Amount	NDED Receipt #
	App#	Per # Per #	Cert # Cert #				
C-Date							
COBU due date							
Certificate issued					_		
Assignments:							
Irrigation District							
Agent Steven Bruce Scookern	water Steve	Carto Sia	komunter.co	120			
CWRE_							
CC's list Clack and Canty							
- Oversized map - Location							



Water Resources Department

725 Summer St NE, Suite A Salem, OR 97301 (503) 986-0900 Fax (503) 986-0904

April 6, 2022

CAL FARMS INC. AMBROSE CALCAGNO PO BOX 796 OREGON CITY, OR 97045

REFERENCE: District Temporary Transfer Application T-13892

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

The temporary change shall be effective at the beginning of the 20<u>22</u> irrigation season. The use shall revert to the original authorized place of use at the end of the 20<u>26</u> irrigation season.

If you have any questions related to the approval of this transfer, you may contact your caseworker, Scott Grew, by telephone at (503) 986-0890 or by e-mail at Scott.A.Grew@oregon.gov.

Sincerely,

Julie C. Baustian

Water Rights Services Support Transfers and Conservation Section

cc:

Amy J. Landvoigt, Watermaster Dist. # 20 (via email)

Clackamas County Steven R. Bruce, Agent

Enclosure

# BEFORE THE WATER RESOURCES DEPARTMENT OF THE STATE OF OREGON

In the Matter of Transfer Application	)	FINAL ORDER APPROVING A TEMPORARY
T-13892, Clackamas County	)	CHANGE IN PLACE OF USE

## Authority

Oregon Revised Statute (ORS) 540.505 to 540.580 establish the process in which a water right holder may submit a request to temporarily transfer the place of use and, if necessary to convey the water to the temporary place of use, the point of diversion authorized under an existing water right.

Oregon Administrative Rule (OAR) Chapter 690, Division 380 implements the statutes and provides the Department's procedures and criteria for evaluating transfer applications.

#### Applicant

CAL FARMS INC.
ATTN: AMBROSE CALCAGNO
PO BOX 796
OREGON CITY, OR 97045

#### Findings of Fact

- On January 12, 2022, CAL FARMS INC. filed an application to temporarily change the place of use Certificate 38799 for a period of 5 years. The Department assigned the application number T-13892.
- Notice of the application for transfer was published on January 25, 2022, pursuant to OAR 690-380-4000. No comments were filed in response to the notice.
- 3. The portion of the right to be temporarily transferred is as follows:

Certificate: 38799 in the name of ELMORE MOSTUL (perfected under Permit S-28846)

Use: IRRIGATION of 17.9 ACRES

Priority Date: MAY 22, 1963

Rate: 0.22 CUBIC FOOT PER SECOND

This is a final order in other than a contested case. This order is subject to judicial review under ORS 183.484. Any petition for judicial review must be filed within the 60-day time period specified by ORS 183.484(2). Pursuant to ORS 536.075 and OAR 137-004-0080, 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.

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:

CLACKAMAS RIVER a tributary of WILLAMETTE RIVER

#### Authorized Point of Diversion:

Twp	Rng	Mer	Sec	Q-Q	DLC	Measured Distances
25	3 E	WM	20	SW NE	40	30 FEET NORTH AND 1550 FEET WEST FROM THE NE CORNER OF WHEELER DLC 40

#### Authorized Place of Use:

			RRIGAT	TON		
Twp	Rng	Mer	Sec	Q-Q	DLC	Acres
25	3 E	WM	20	NE SE	40	2.1
25	3 E	WM	20	NW SE	40	0.3
25	3 E	WM	20	SW SE	40	8.1
25	3 E	WM	20	SE SE	40	7.4
	THE RESERVE				Total	17.9

4. Temporary Transfer Application T-13892 proposes to temporarily change the place of use of the right to:

			IRRIGA	TION		
Twp	Rng	Mer	Sec	Q-Q	DLC	Acres
25	3 E	WM	20	SW NE	40	0.1
25	3 E	WM	20	SW NW	40	. 0.9
25	3 E	WM	20	SE NW	40	15.7
25	3 E	WM	20	NE SW	40	1.2
					Total	17.9

## Temporary Transfer Review Criteria

- Water has been used within the last five years according to the terms and conditions of the right. There is no evidence available that would demonstrate that the right is subject to forfeiture under ORS 540.610.
- 6. A pump, pipeline, and sprinkler system sufficient to use the full amount of water allowed under the existing right are present.
- The proposed change would prevent the lands from which the water right is removed during the period of the temporary transfer from receiving water under the transferred right, as required by ORS 540.523(7).
- 8. The proposed change would not result in injury to other water rights. This finding is made through an abbreviated review recognizing that the transfer may be revoked under ORS

540.523(5) if the Department later finds that the transfer is causing injury to any existing water right.

#### Conclusions of Law

The temporary change in place of use proposed in Temporary Transfer Application T-13892 is consistent with the requirements of ORS 540.523 and OAR 690-380-8000.

## Now, therefore, it is ORDERED:

- The temporary change in place of use proposed in Temporary Transfer Application T-13892 is approved.
- The former place of use shall not be irrigated as part of this water right during the 2022, 2023, 2024, 2025, and 2026 irrigation seasons.
- 3. The use shall revert to the authorized place of use at the end of the 2026 irrigation season.
- The approval of this temporary transfer may be revoked or modified if the Department finds the change causes injury to any existing water right.
- 5. A subsequent application for permanent transfer of Certificate 38799 shall be subject to a full and complete review to determine consistency with the requirements of OAR Chapter 690, Division 380. Approval of this temporary transfer does not establish a precedent for approval of a subsequent application filed for a permanent transfer.
- The use of water at the temporary place of use authorized by this transfer shall be in accordance with the terms and conditions of Certificate 38799.
- 7. The time during which water is used under this approved temporary transfer does not apply toward a finding of forfeiture under ORS 540.610.
- The use of the remaining water right described by Certificate 38799 shall continue to be in accordance with the terms and conditions of Certificate 38799.

Dated in Salem, Oregon on

APR 0 5 2022

Lisa J. Jaramillo, Transfer and Conservation Section Manager, for

THOMAS M BYLER, DIRECTOR

Oregon Water Resources Department

Mailing Date:

APR 0 6 2022

## WATER RIGHT TRANSFER COVER SHEET

Transfer: T- 13892

ransfer Type: Temporary Transfer

Transfer Specialist:
Transfer specialist.

	emporary ira	anster								
Applicant:					Agent: N/A					
AMBROSE CAL	CAGNO				STEVEN R. BRUCE					
PO BOX 796					1626 VICTORIA	AN W	AY			
OREGON CITY, OR 97045					EUGENE, OR 9	7401				
Email:		Pho	ne:		Email:			Phone	e:	
Irrigation District: N/A					CWRE: N/A					
Email:					Email:					
Affected Local Go					Affected Tribal G	ov't:	N/A			
Clackamas Cou	unty Planning	Departmer	it		UNAVAILABLE					
Email:			7		Email:		7			
Current Landowr	ner if other than	Applicant:	] N	/A	Receiving Landov	vner:	N/A			
Email:					Email:					
Water Rights	Affected									
File	A 51 - 4 - 5	N		D	6 45		DD (CD N	ded	nn (en N	
Marked S3877	App. File # or De	cree Name		Permit S28846	Certificate 38799	-	RR/CR Nee	-/-	RR/CR Nos.	
3307	/ 2		-	320040	36/99		Yes -	No No		
			-/-				Yes	No		
Key Dates & In	nitial Actions:							- 05 1155		
Rec'd: January			2000		POINT OF DIV	ERSIC	The state of the s	an or or same and		
Fees Pd: 998.3	3		WN	1 District: 20	ODFW District:					
Initial Public Not	ice: January 2.	5, 2022	WN	1 Review sent:						
Acknowledgeme	nt Letter Sent						GW Revie	ew sent:	□ N/A	
County sent cc: c	of Ack Letter		ВО	R notified (date):		N/A				
Newspaper quot	e requested:		Rec	uest for news \$	\$ sent: News \$ received:					
Request to publis	sh sent:		Affi	davit of publicat	ion received:		Last day	of publication:		
				Changes			nanges	Signature	Signature	
Document	Drafted	Peer Revie	w	Made )	Coordinator	-	Made	Bin	Date	
DPD	Date:	Date:	-/	Date:	Date:	Date:		CW Sent:	N/A	
	Initials:	Initials:	-	Initials:	Initials: Date:	Initial Date:	and the second	Date:	Date:	
PD	Initials:	Initials:	-	Initials:	Initials:	Initial	1	/ /	Date.	
	Date 3-7-71	Date: 3/7/	22	Date:	Date: 3/24/22		3/31/22	Date:	Date:	
FO	Initials Tol	Initials: Joan		Initials:	Initials: PKS	TANKING	Is: Switt			
Special Issues:	0	122 Pag	es _	770-7	12					

Transfer Cover Sheet Last Revised 10-29-18

## 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

Transfer Application: T-13892

Review Due Date: 02/24/2022

Applica	nt Name: Cal Farms, Inc.
Propos	ed Changes: POU POD POA USE OTHER
Review	per(s): Amy Landvoigt Date of Review: 02/16/2022
1.	Do you have <u>evidence</u> 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:

place of use boundary of the water right proposed for transfer, and previously demonstrated to the	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:
<ul> <li>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  No  No  Service 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:  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?</li> </ul>	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,
<ul> <li>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  No  No  Service 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:  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?</li> </ul>		N/A
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?	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
face value," result in the diversion of more water than can be used beneficially and without waste?  Yes No If "Yes", explain:  N/A  a. Has the applicant made changes (absent a transfer) to convert to micro-irrigation within the curren 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?	9.	
face value," result in the diversion of more water than can be used beneficially and without waste?  Yes No If "Yes", explain:  N/A  a. Has the applicant made changes (absent a transfer) to convert to micro-irrigation within the curren 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?		
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?	10	face value," result in the diversion of more water than can be used beneficially and without waste?
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?		
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?		
	11	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?

Watermaster Review Form Transfer Application

b.		porary transfer of this nature been previously filed and approved on the same lands as 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	e 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:

		tified through the above questions the "can be effected without injury to o	
Ye	es No If "Yes", ex	xplain:	
13. What a	alternatives may be availa	able for addressing any issues identifi	ied above:
		ded in the transfer order to avoid enla s, as checked and provided below:	argement of the right or injury to
	or POU changes that involved in prevent inju	olve micro-irrigation, provide the more ry/enlargement:	nitoring and reporting conditions
	A Headgate should be red	quired prior to diverting water.	
	Measurement Devices for sections of Page 4)	r POD or POA: (if this condition is sele	ected, also fill in the top
	or, with prior approva diversion/appropriation with the exception	nay begin under this order, the water us of the Director, another suitable measured in (new and existing) OR at each new poon that water rights issued to the Bureau	ring device, at each point of oint of diversion/appropriation
		ity) are not subject to this condition. all maintain the meters or measuring de	vices in good working order.
	c. The water user sha however, where the m	all allow the Watermaster access to the interest or measuring devices are located valuest access upon reasonable notice.	meters or measuring devices; provided
	Reservoir water use meas of Page 4)	surement: (if this condition is selected	d, also fill in the top sections
	or, with prior approva	nay begin under this order, the water us I of the Director, other suitable measurin een empty and full in each reservoir. Staj e.	g devices, that measure the entire
	suitable measuring de adjustable outlet valve order. A written waive	nay begin under this order, if the reserve evices must be installed upstream and do e must be installed. The water user shall er may be obtained, if in the judgment of ing devices, or the adjustable outlet valve	wnstream of the reservoir, and, an maintain such devices in good working f the Director, the installation of weirs or
	ollowing alternative devi	ice(s) should be substituted for the b	oold, underlined device in the above
Select	Weir	Submerged Orifice	
	Parshall Flume	Flow Restrictor	
	Other:		
TACS		Page 4 of 5	Last revised May 2019

Watermaster Review Form

Transfer Application

Watermaster Review Form Transfer Application

## **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 <u>prior to diversion of water</u> , 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: Amy Landvoigt
District: 20
Address: 10722 SE Highway 212
City/State/Zip: Clackamas, OR 97015
Phone: 503-312-1743
Email: amy.j.landvoigt@water.oregon.gov
<b>Note</b> : 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

TACS Page 5 of 5 Last revised May 2019

Salem, OR 97301-1266



Water Resources Department

725 Summer St NE, Suite A Salem, OR 97301 (503) 986-0900 Fax (503) 986-0904

January 25, 2022

CAL FARMS INC. AMBROSE CALCAGNO PO BOX 796 OREGON CITY, OR 97045

Reference: Application T-13892

On January 12, 2022, OWRD received your water right Temporary Transfer Application. The application was accompanied by \$998.33. Our receipt number 137261 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.

Except as provided under ORS 540.510(3) for municipalities, you may not *temporarily* use water at the new place of use or from the new point of diversion until a final order approving the temporary transfer application has been issued by the Department. Additionally, pursuant to OAR 690-380-8010, the lands <u>from</u> which an irrigation water right is to be temporarily transferred and the land <u>to</u> which the right is to be temporarily transferred may not both receive water during the same season. If the temporary transfer is approved during an irrigation season and water has already been used at the currently authorized location during that season, then the temporary transfer will not take effect until the following season.

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

If you have any questions, please contact the Transfer Section at (503) 979-9931.

Cc: Watermaster Dist. #20, Amy J. Landvoigt (via email)
Clackamas County Planning Division
Steven R. Bruce, Agent

Enclosure

Oregon Water Resources

Reference

8/26/2021

Bill Type

STATE OF OREGON WATER RESOURCES DEPARTMENT RECEIPT # 137261

INVOICE #

TOTAL REC'D

(503)	986-0900	986-0904	(fax
4 - 2			

RECEIVED FROM:

APPLICATION PERMIT TRANSFER

RECORD FEE

LICENSE FEE

S

Cal Farms Checking

1083 TREASURY 4170 WRD MISC CASH ACCT

OTHER: (IDENTIFY)

(IDENTIFY)

0244 Muni Water Mgmt. Plan\_

0245 Cons. Water

0202

0204

0219

0220

CARD#

CARD#

EXAM FEE

EXAM FEE

WRD OPERATING ACCT MISCELLANEOUS 0407 **COPY & TAPE FEES** 

0410 RESEARCH FEES 0408 MISC REVENUE: (IDENTIFY) TC162 DEPOSIT LIAB. (IDENTIFY)

EXTENSION OF TIME 0240 WATER RIGHTS:

COPIES OTHER:

BY:

CASH:

0407

0211

0210

0243 I/S Lease

SURFACE WATER 0201 0203 **GROUND WATER** 

TRANSFER 0205

WELL CONSTRUCTION WELL DRILL CONSTRUCTOR 0218 LANDOWNER'S PERMIT

OTHER

(IDENTIFY)

WELL CONST. START FEE TREASURY 0437 0536

WELL CONST START FEE MONITORING WELLS

(IDENTIFY) OTHER

0467 HYDRO ACTIVITY LIC NUMBER TREASURY 0607 \$ POWER LICENSE FEE (FW/WRD) 0233 \$ HYDRO LICENSE FEE (FW/WRD) 0231 \$ HYDRO APPLICATION

OTHER / RDX TREASURY

TITLE FUND **VENDOR#** OBJ. CODE

DESCRIPTION

RECEIPT: 137261

Distribution - White Copy - Customer, Yellow Copy - Fiscal, Blue Copy - File, Buff Copy - Fiscal

998.33

RECEIVED

## Application for Water Right

X X

X

X

X

X

X

X

X

 $\boxtimes$ 

 $\boxtimes$ 

N/A

N/A

being moved.

Attachments:

## **Temporary or Drought Temporary Transfer**

Part 1 of 5 - Minimum Requirements Checklist



Oregon Water Resources Department 725 Summer Street NE, SuiteRECEIVED Salem, Oregon 97301-1266 (503) 986-0900 JAN 1 2 2022 www.oregon.gov/OWRD

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

OWRD RECEIVED

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

IAN 03 2022 FOR ALL TEMPORARY TRANSFER APPLICATIONS Check all items included with this application. (N/A = Not Applicable) OWRD Part 1 - Completed Minimum Requirements Checklist. Part 2 - Completed Temporary Transfer Application Map Checklist. Part 3 – Application Fee, payable by check to the Oregon Water Resources Department, and completed Fee Worksheet, page 3. Try the online fee calculator at: http://apps.wrd.state.or.us/apps/misc/wrd fee calculator. Part 4 - Completed Applicant Information and Signature. Part 5 - Information about Transferred Water Rights: How many water rights are to be transferred? 1 List them here: Certificate 38799 Please include a separate Part 5 for each water right. (See instructions on page 6) N/A For standard Temporary Transfer (one to five years) Begin Year: 2022 End Year: 2026. Temporary Drought Transfer (Only in counties where the Governor has declared drought) Completed Temporary Transfer Application Map. Completed Evidence of Use Affidavit and supporting documentation. Current recorded deed for the land from which the authorized place of use is temporarily Affidavit(s) of Consent from Landowner(s) (if the applicant does not own the land upon which the water right is located.) N/A Supplemental Form D − For water rights served by or issued in the name of a district. Complete when the temporary transfer applicant is not the district. Oregon Water Resources Department's Land Use Information Form with approval and signature from each local land use authority in which water is to be diverted, conveyed, and/or used. Not required if water is to be diverted, conveyed, and/or used only on federal lands or if <u>all</u> 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. Water Well Report/Well Log for changes in point(s) of appropriation (well(s)) or additional

(For Staff Use Only) WE ARE RETURNING YO	OUR APPLICATION FOR THE I	FOLLOWING	REASON(S):			
	enclosed/insufficient enclosed or incomplete	Map r	ot included or	incomplete		
Additional signatur Other/Explanation		Part	is incompl	ete		
Staff:	Phone:			Date:	1 1	

N/A

JAN 1 2 2022

RECEIVED

## Part 2 of 5 - Temporary Transfer Application Map Checklist

JAN 03 2022

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

OWRD

Please be sure that the temporary transfer application map you submit includes all the required items and matches the existing water right map. Check all boxes that apply. If more than three water rights are involved, separate maps are needed for each water right. X Permanent quality printed with dark ink on good quality paper. X 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. X A north arrow, a legend, and scale. X 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. X 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. X □ N/A Proposed temporary place of use that includes separate hachuring for each water right, priority date, and use including number of acres in each quarter-quarter section. government lot, or in each quarter-quarter section as projected within government lots. donation land claims, or other recognized public land survey subdivisions.  $\boxtimes$ 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. If you are proposing a change in point(s) of diversion or well(s) to convey water to the new N/A temporary place of use, show the proposed location and label it clearly with distance and bearing or coordinates. If GPS coordinates are used, latitude-longitude coordinates may be expressed as either degrees-minutes-seconds with at least one digit after the decimal (example - 42°32'15.5") or degrees-decimal with five or more digits after the decimal

(example - 42.53764°).

#### Part 3 of 5 - Fee Worksheet

	FEE WORKSHEET for TEMPORARY (not drought) TRANSFERS		
1	Base Fee (includes temporary change to one water right for up to 1 cfs)	1	\$950.00
	Number of water rights included in transfer: (2a)		
	Subtract 1 from the number in 3a above: (2b) If only one water right this will be 0		
2	Multiply line 2b by \$310.00 and enter » » » » » » » » » » » »	2	
	Do you propose to change the place of use for a non-irrigation use?		OFIVE
	No: enter 0 on line 3 » » » » » » » » » » » » » » » » »	KE	CEIVE
	Yes: enter the cfs for the portions of the rights to be transferred: (3a)	IA	N 1 2 2022
	Subtract 1.0 from the number in 3a above:(3b)	JA	N 1 4 CUCC
	If 3b is 0, enter 0 on line 3 » » » » » » » » » » » » » » »		
	If 3b is greater than 0, round up to the nearest whole number:(3c) and		OWRD
3	multiply 4c by \$230.00, then enter on line 3	3	
	Do you propose to change the place of use for an irrigation use?		
	No: enter 0 on line 4 » » » » » » » » » » » » » » » » »		
	Yes: enter the number of acres in the footprint of the place of use for the		
	portions of the rights to be transferred:(4a)		
4	Multiply the number of acres in 4a above by \$2.70 and enter on line 4 » »	4	
5	Add entries on lines 1 through 4 above » » » » » » » » » » Subtotal:	5	
	Is this transfer:		
	necessary to complete a project funded by the Oregon Watershed		
	Enhancement Board (OWEB) under ORS 541.932?		
	endorsed in writing by ODFW as a change that will result in a net benefit to		
	fish and wildlife habitat?		
	If one or more boxes is checked, multiply line 5 by 0.5 and enter on line 6 »		
6	If no box is applicable, enter 0 on line 7» » » » » » » » » » » » » »	6	
7	Subtract line 6 from line 5 » » » » » » » » » » » » Transfer Fee:	7	

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

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

<sup>1.</sup> Divide total authorized cfs by total acres in the water right (for C12345, 1.25 cfs  $\div$ 100 ac); then multiply by the number of acres to be transferred to get the transfer cfs (x 45 ac= 0.56 cfs).

<sup>2.</sup> If the water right certificate does not list total cfs, but identifies the allowable use as 1/40 or 1/80 of a cfs per acre; multiply number of acres proposed for change by either 0.025 (1/40) or 0.0125 (1/80). (For C87654, 45.0 ac x 0.0125 cfs/ac = 0.56 cfs)

<sup>3.</sup> Add cfs for the portions of water rights on all the land included in the transfer; however do not count cfs for supplemental rights on acreage for which you have already calculated the cfs fee for the primary right on the same land. The fee should be assessed only once for each "on the ground" acre included in the transfer. (In this example, blank 2a would be only 0.56 cfs, since both rights serve the same 45.0 acres. Blank 2b would be 0 and Line 2 would then also become 0).

## Part 3 of 5 - Fee Worksheet

	FEE WORKSHEET for TEMPORARY (not drought) TRANSFERS		
1	Base Fee (includes temporary change to one water right for up to 1 cfs)		
1		1	\$810.00
	Number of water rights included in transfer: 1 (2a)		
	Subtract 1 from the number in 3a above: 0 (2b) If only one water right this will be 0		
2	Multiply line 2b by \$260.00 and enter » » » » » » » » » » » »	2	0
	Do you propose to change the place of use for a non-irrigation use?	-	RECEIVED
	No: enter 0 on line 3 » » » » » » » » » » » » » » » » »		
	Yes: enter the cfs for the portions of the rights to be transferred: (3a)		JAN 03 2022
	Subtract 1.0 from the number in 3a above:(3b)		
	If 3b is 0, enter 0 on line 3 » » » » » » » » » » » » » » » »		OWRD
	If 3b is greater than 0, round up to the nearest whole number:(3c)		00000
3	and multiply 4c by \$200.00, then enter on line 3	3	0
	Do you propose to change the place of use for an irrigation use?		
	No: enter 0 on line 4 » » » » » » » » » » » » » » » » »		
	Yes: enter the number of acres in the footprint of the place of use for the		
	portions of the rights to be transferred: 17.9 (4a)		
4	Multiply the number of acres in 4a above by \$2.30 and enter on line 4 » »	4	\$ 41.17
5	Add entries on lines 1 through 4 above » » » » » » » » » » Subtotal:	5	\$851.17
	Is this transfer:		
	necessary to complete a project funded by the Oregon Watershed		DEOCH
	Enhancement Board (OWEB) under ORS 541.932?		RECEIVE
	endorsed in writing by ODFW as a change that will result in a net benefit to		1441 1 8 20
	fish and wildlife habitat?		JAN 1 2 20
	If one or more boxes is checked, multiply line 5 by 0.5 and enter on line 6 »		
6	If no box is applicable, enter 0 on line 7» » » » » » » » » » » » » »	6	<b>OWRD</b>
7	Subtract line 6 from line 5 » » » » » » » » » » » » » Transfer Fee:	7	\$851.17

	FEE WORKSHEET for TEMPORARY DROUGHT TRANSFERS							
1	1	\$200.00						
Enter the cfs for the portions of the rights to be transferred (see example below*):								
2	Subtract 1.0 from the number in 2a above: (2b)  If 2b is 0, enter 0 on line 2 » » » » » » » » » » » » » » » » » »	2	NA					
3	Add entries on lines 1 through 2 above » » » » » » » » » Transfer Fee:	3	NA					

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

<sup>1.</sup> Divide total authorized cfs by total acres in the water right (for C12345, 1.25 cfs  $\div$ 100 ac); then multiply by the number of acres to be transferred to get the transfer cfs (x 45 ac= 0.56 cfs).

<sup>2.</sup> If the water right certificate does not list total cfs, but identifies the allowable use as 1/40 or 1/80 of a cfs per acre; multiply number of acres proposed for change by either 0.025 (1/40) or 0.0125 (1/80). (For C87654, 45.0 ac x 0.0125 cfs/ac = 0.56 cfs)

<sup>3.</sup> Add cfs for the portions of water rights on all the land included in the transfer; however do not count cfs for supplemental rights on acreage for which you have already calculated the cfs fee for the primary right on the same land. The fee should be assessed only once for each "on the ground" acre included in the transfer. (In this example, blank 2a would be only 0.56 cfs, since both rights serve the same 45.0 acres. Blank 2b would be 0 and Line 2 would then also become 0).

JAN 1 2 2022

JAN 03 2022

## Part 4 of 5 - Applicant Information and Signature

Applicant Information

## OWRD

OWRD

100110117/0117				
APPLICANT/BUSINESS NAME			PHONE NO.	ADDITIONAL CONTACT NO.
Cal Farms Inc. Attn: Amb	orose Calcagno		(503) 631-3810	
ADDRESS				FAX NO.
P.O. Box 796				
CITY Change Site	STATE	ZIP	E-MAIL	
Oregon City	OR	97045	amby@calfarmsinc	.com

BY PROVIDING AN E-MAIL ADDRESS, CONSENT IS GIVEN TO RECEIVE ALL CORRESPONDENCE FROM THE DEPARTMENT ELECTRONICALLY. COPIES OF THE FINAL ORDER DOCUMENTS WILL ALSO BE MAILED.

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

AGENT/BUSINESS NAME Steven R. Bruce Sko	okum Water Associa	ites Inc.	PHONE NO. (503) 319-8926	ADDITIONAL CONTACT NO.
ADDRESS 1626 Victorian Way				FAX NO.
CITY Eugene	STATE OR	ZIP 97401	E-MAIL steve@skookumwa	ater.com
BY PROVIDING AN E-N ELECTRONICALLY. COP			CEIVE ALL CORRESPONDENCE	and the state of t

Explain in your own words what you propose to accomplish with this transfer application and why: We are requesting authorization to change the place of use for 22.2 acres of irrigation for up to 5 years to facilitate our farming operations. We are also filing a separate temporary transfer to move 4.3 acres of Certificate 23124 to an adjacent area.

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

MUUDL	affirm that the information contain	Ambrose Calcagno, Operations Manager Print Name (and Title if applicable)	12-28-21 Date
Ā	Applicant signature	Print Name (and Title if applicable)  Date	

Is the applicant the sole owner of the land on which the water right, or portion thereof, proposed for transfer is located? 

Yes No

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

DISTRICT NAME	ADDRESS		
CITY	STATE	ZIP	
	SIAIL	ZIF	
Check here if water for any of the r contract for stored water with a fee			r other
ENTITY NAME NA	ADDRESS		
CITY	STATE	ZIP	
city, municipal corporation, or tribal go conveyed and/or used.	overnment) within whose	jurisdiction water will be	
city, municipal corporation, or tribal go conveyed and/or used. ENTITY NAME Clackamas County Planning and Zoning	ADDRESS 150 Beavercreek Ro	piurisdiction water will be	
city, municipal corporation, or tribal go conveyed and/or used. ENTITY NAME Clackamas County Planning and Zoning	overnment) within whose	jurisdiction water will be	
To meet State Land Use Consistency Recity, municipal corporation, or tribal go conveyed and/or used.  ENTITY NAME Clackamas County Planning and Zoning CITY Oregon City  ENTITY NAME	ADDRESS 150 Beavercreek Ro	pad, Room 225	
city, municipal corporation, or tribal go conveyed and/or used.  ENTITY NAME Clackamas County Planning and Zoning CITY Oregon City	ADDRESS 150 Beavercreek Ro	pad, Room 225	
city, municipal corporation, or tribal go conveyed and/or used.  ENTITY NAME Clackamas County Planning and Zoning CITY Oregon City  ENTITY NAME	ADDRESS 150 Beavercreek Ro STATE OR ADDRESS	pad, Room 225	e diverted,
city, municipal corporation, or tribal go conveyed and/or used.  ENTITY NAME Clackamas County Planning and Zoning CITY Oregon City  ENTITY NAME	ADDRESS 150 Beavercreek Ro STATE OR ADDRESS	pad, Room 225  ZIP  97045	

Please use a separate Part 5 for each water right being changed. See instructions on page 6, to copy and paste additional Part 5s, or to add rows to tables within the form. RECEIVED Water Right Certificate # 38799 RECEIVED JAN 03 2022 Description of Water Delivery System JAN 1 2 2022 System capacity: 0.71 cubic feet per second (cfs) OR OWRD 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. Water is diverted using a 30-hp tractor. There are 3,000 feet of 3-inch-diameter mainline that deliver water to handlines that have approximately 75 sprinklers with 11/64, 7/16 and 5/8-inch nozzles. The lift from the river to the upper field where rights are to be transferred from is approximately 100 feet. The operating pressure is approximately 70 psi. The 11/64 and 7/16-inch nozzles can apply at least 6.6 and 45.3 gpm at 70 psi based on a table in the Department's CBU forms. The table does not provide information for the 5/8-inch nozzless, but 1/2-inch nozzles can apply 56.8 gpm at 70 psi. The Department's online calculators available to CWREs indicates the pump capacity is 0.71 cfs (approximately 319 gpm). The 0.71 cfs rate could be applied using 7 sprinklers with 7/16-inch nozzles. Table 1. Location of Authorized and Proposed Point(s) of Diversion (POD) or Appropriation (POA) (Note: If the POD/POA name is not specified on the certificate, assign it a name or number here.) Is this POD/POA If POA. Tax Lot, POD/POA Authorized on OWRD Well Measured Distances DLC or Name or the Certificate Log ID# (or (from a recognized Rng 14 1/4 Twp Sec Gov't Well ID Number or is it survey corner) Tag # L-Lot Proposed? 1740 ft S and 1860 ft W POD 2 E SW NE 20 40 from NE corner, Sec 20 ☐ Proposed Check all type(s) of temporary change(s) proposed below (change "CODES" are provided in parentheses): Appropriation/Well (POA)  $\boxtimes$ Place of Use (POU) Point of Diversion (POD) Additional Point of Appropriation (APOA) Additional Point of Diversion (APOD) Check all type(s) of temporary change(s) due to drought proposed below (change "CODES" are provided in parentheses): Point of Appropriation/Well (POA) Place of Use (POU) Character of Use (USE) Additional Point of Appropriation (APOA) Point of Diversion (POD) Additional Point of Diversion (APOD)

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

Yes	Complete only the Proposed ("to" lands) section of Table 2 on "CODES" listed above to describe the proposed changes.	the next page. Use the
⊠ No	Complete all of Table 2 to describe the portion of the water rig	ght to be changed.
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		RECEIVED
		JAN 1 2 2022
		OWRD

Please use and attach additional pages of Table 2 as needed. See page 6 for instructions. Do you have questions about how to fill-out the tables? Contact the Department at 503-986-0900 and ask for Transfer Staff.

## Table 2. Description of Temporary Changes to Water Right Certificate # 38799

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

	Th				t app	ears	on the	Certi	ficate B	r "off" lands EFORE PROI	OSED CHAN	GES	Proposed Changes (see			7	he	listir			ıld apı		AFTER F	on" lands) PROPOSED	CHANGE	S
Tv	vp	Rr	ng	Sec	1/4	1/4	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	"CODES" from previous page)	Tw	Р	Rn	g	Sec	%	У.	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
#	ш	"	ır	"	"	и	"	u	п	EXAMPLE	"	ü	"	2	S	9	E	2	sw	NW	500		5.0		POD #6	1901
2	s	3	E	20	NE	SE	180 & 190	40	2.1	Irrigation	POD 2	5/22/ 1963	POU	2	s	3	w	20	sw	NE	400	40	0.1	No Change	POD 2	5/22/1963
2	s	3	E	20	NW	SE	180	40	0.3	Irrigation	POD 2	5/22/ 1963	POU	2	s	3	w	20	sw	NW	400	40	0.9	No Change	POD 2	5/22/1963
2	5	3	E	20	sw	SE	190	40	8.1	Irrigation	POD 2	5/22/ 1963	POU	2	s	3	w	20	SE	NW	400	40	15.7	No Change	POD 2	5/22/1963
2	s	3	E	20	SE	SE	190	40	7.4	Irrigation	POD 2	5/22/ 1963	POU	2	s	3	w	20	NE	sw	480	40	1.2	No Change	POD 2	5/22/1963
						ТО	TAL AC	RES	17.9											то	TAL AC	CRES	17.9			

Additional remarks:\_\_\_\_

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## OWRD

Water Right Certificate # 38799

For P	lace	of l	Jse	Ch	anges
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Are there other water right certificates, water use permits or ground water registrations associated with the "from" or the "to" lands? 

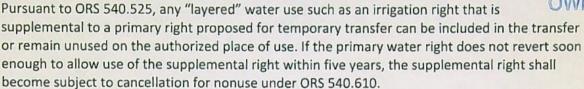
Yes 

No 

JAN 0 3 2022

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

OWRD



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

Well log(s) for each authorized and proposed well(s) that are clearly labeled and associated
with the corresponding well(s) in Table 1 above and on the accompanying
application map. (Tip: You may search for well logs on the Department's web page at:
http://apps.wrd.state.or.us/apps/gw/well_log/Default.aspx)

#### AND/OR

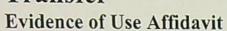
Describe the construction of the authorized and proposed well(s) in Table 3 below for any well that does not have a well log. For a proposed well(s) not yet constructed or built, provide "a best estimate" for each requested information element in the table. The Department recommends you consult a licensed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

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

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

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

# Application for Water Right Transfer





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

State o	f Oregon			)							RE	CEIVE
County	of CLACKAMA	s)		)	SS						JAN	0 3 2022
I, REGI	NALD O. TOLLER	SON, i	n my o	capacit	y as <u>L</u>	ANDOWN	ER,					MADO
mailin	g address 197.	32 S. B.	AKERS 1	FERRY I	ROAD C	REGON (	CITY, ORI	EGON 97	045			OWRD
teleph	one number (	503) 63	1-8817	, being	g first	duly sw	orn dep	ose ar	d say:		RE	CEIVE
1. M	y knowledge (				status o	of the w					:): JAN	1 2 2022
2. 1 at	test that:										(	OWRD
	Water was u Certificate #		The Country of the Co	he pre	vious	five yea	ars on th	ne enti	re plac	ce of use for		
$\boxtimes$	My knowled	ic to th	e use	of wate	r at the	follow	ing lo		in the last five year	s:		
	Certificate #	Tow	nship	Ra	inge	Mer	Sec	ec 1/4 1/4		Gov't Lot or DLC	Acres (if applicable)	
	38799	2	S	3	W	WM	20	NE	SE	40	7.1	
	38799	2	S	3	W	WM	20	NW	SE	40	3.5	
	38799	2	S	3	W	WM	20	SW	SE	40	8.4	
	38799	2	S	3	W	WM	20	SE	SE	40	7.8	
OR		0 10							~	0.1		
	Confirming											
	instream leas	se nun	nber is	s:	_ (Note	e: If the	entire i	right p	ropose	ed for	five years. The not leased instream	.); OR
	The water ri									at a presump	otion of forfeiture f	or
	Water has be 10 years for										for more than	

(continues on next page)

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

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

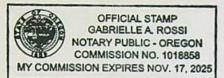
Right o tio

12-24-Z262

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JAN 03 2022

Signed and sworn to (or affirmed) before me this 39 day of December, 20 MRD

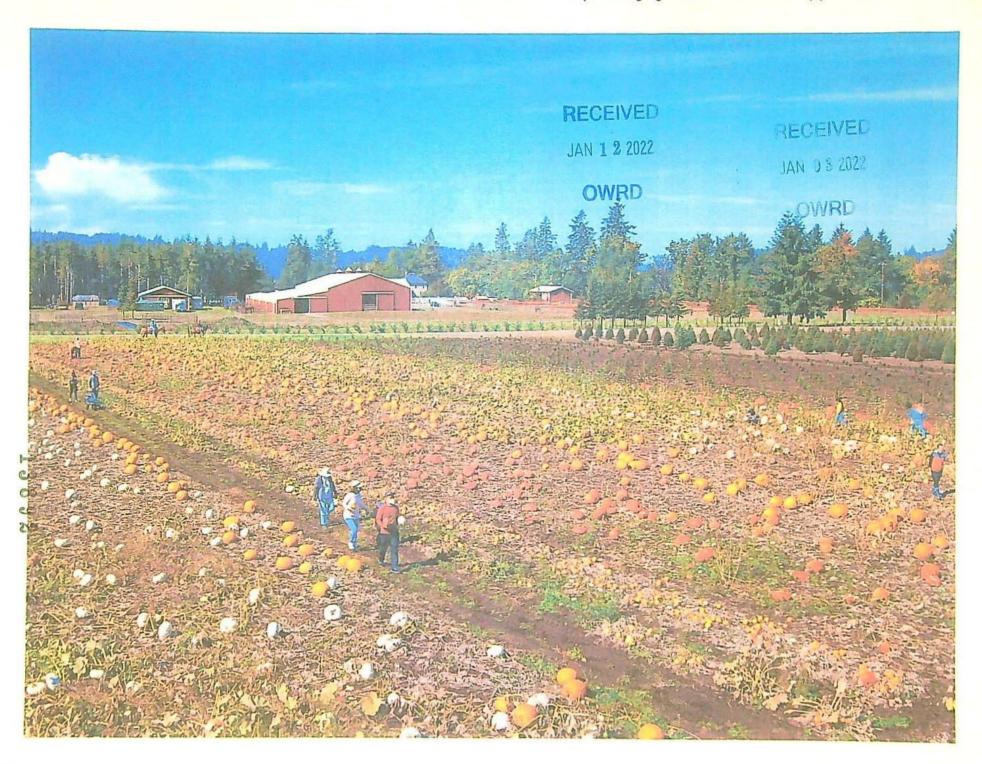


Galulle, Rossi

My Commission Expires: Nov. 17th 2025

Supporting Documents	Examples	ECEIVED
Copy of a water right certificate that has been issued within the last five years. (not a remaining right certificate)	Copy of confirming water right certificate that shows issue date	AN 1 2 2022
Copies of receipts from sales of irrigated crops or for expenditures related to use of water	Power usage records for pumps associated with irrigation use     Fertilizer or seed bills related to irrigated crops     Farmers Co-op sales receipt	OWRD
Records such as FSA crop reports, irrigation district records, NRCS farm management plan, or records of other water suppliers	<ul> <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>	
Aerial photos containing sufficient detail to establish location and date of photograph	Multiple photos can be submitted to resolve different areas of a water right.  If the photograph does not print with a "date stamp" or without the source being identified, the date of the photograph and source should be added.  Sources for aerial photos: OSU –www.oregonexplorer.info/imagery OWRD – www.wrd.state.or.us Google Earth – earth.google.com TerraScrver – www.terrascrver.com	
Approved Lease establishing beneficial use	Copy of instream lease or lease number	

within the last 5 years







## Farm Acct

Transaction Date	Posting Date	Description	Reference Number	Account Number	Amount	Total
05/15	05/15	Payments and Other Credits				
33, 13	03/13	Automated Phone Payment-Thank You	9662	9879	-1,529.10	
		TOTAL PAYMENTS AND OTHER CREDITS FOR THIS PERIOD			-	-\$1.529.10
		Purchases and Adjustments				-
04/18	04/20	TS&L SEED COMPANY INC WOODLAND CA	0077	9879	86.34	
03/29	04/21	Osborne Seed Company 360-424-7333 WA	4275	9879	160 55	
04/20	04/21	LES SCHWAB TIRES #0235 ESTACADA OR	5036	9879	27.25	
04/22	04/23	CHEVRON 0096992 WOODBURN OR	4570	9879	134.76	
04/21	04/24	Osborne Seed Company 360-424-7333 WA	3332	9879	10.95	
04/23	04/26	BRIM TRACTOR SALEM OR	4151	9879	1,558.98	
04/23	04/26	BRIM TRACTOR SALEM OR	4193	9879	428.88	
04/26	04/27	76 BORING OR	7049	9879	29.21	
04/28	04/30	BRIM TRACTOR . SALEM OR	0890	9879	3.017.10	
04/29	04/30	76 BORING OR	6061	9879	34.71	
04/29	05/03	Osborne Seed Company 360-424-7333 WA	5289	9879	16.25	
05/02	05/03	76 BORING OR	3961	9879	35.84	
05/05	05/06	CHEVRON 0096371 CLACKAMAS OR	3192	9879	121.17	
05/06	05/07	NAPA STORE 3715074 CLACKAMAS OR	6850	9879		
05/06	05/08	FISHER'S SUPPLY CANBY OR	0792	9879	141.26 502.90	
05/06	05/08	FISHER'S SUPPLY CANBY OR	0792	9879		
05/07	05/08	FISCHER MILL SUPPLY OREGON CITY OR	0173	9879	163.96	
05/08	05/10	AMZN MKTP US*2L66I0BY1 AMZN.COM/BILLWA			11.99	
05/09	05/10	CHEVRON 0308005 OREGON CITY OR	4795	9879	16.13	
05/10	05/11	FISCHER MILL SUPPLY OREGON CITY OR	9537	9879	146.00	
05/10	05/11	COASTAL FARM & RANCH O OREGON CITY OR	0173	9879	14.37	
05/11	05/12	76 BORING OR	0936	9879	71.99	
05/12	05/12		6950	9879	53.06	
05/12	05/13	FISCHER MILL SUPPLY OREGON CITY OR	0029	9879	65.00	
05/14	05/15	NAPA STORE 3715074 CLACKAMAS OR	1080	9879	29.99	
		FISCHER MILL SUPPLY OREGON CITY OR	0189	9879	65.00	
05/12	05/17	Osborne Seed Company 360-424-7333 WA	5105	9879	17.60	
05/17	05/18	76 BORING OR	1123	9879	36.21	
05/17	05/18	76 BORING OR	1115	9879	17.75	
05/18	05/19	CHEVRON 0098992 WOODBURN OR	3263	9879	129.78	
05/18	05/19	LES SCHWAB TIRES #0235 ESTACADA OR	9640	9879	12.27	
		TOTAL PURCHASES AND ADJUSTMENTS FOR THIS PERIOD				57.157.26
		Interest Charged				
05/19	05/19	INTEREST CHARGED ON PURCHASES			0.00	
05/19	05/19	INTEREST CHARGED ON BALANCE TRANSFERS			0.00	
05/19	05/19	INTEREST CHARGED ON DIR DEP&CHK CASHADV			0.00	
05/19	05/19	INTEREST CHARGED ON BANK CASH ADVANCES			0.00	
		TOTAL INTEREST CHARGED FOR THIS PERIOD				\$0.00
		2021 Totals Year-to-Date	0. 1		RECEIVE	D
			\$0.00		JAN 0 3 202	2
		Total interest charged in 2021	50.00 1		JAN 0 0 LOL	

l otal interest charged in 2021 \$0.00 | OWRD

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JAN 1 2 2022

**OWRD** 

From: Chelsea Randall chelsea@fischermill.com &

Subject: FMS INV271174

Date: December 29, 2021 at 12:06 PM

To: CHERSHOMES@ME.COM chershomes@me.com

Hi Cher.

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

Thanks so much!

## Chelsea Randall

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

JAN 03 2022

OWRD



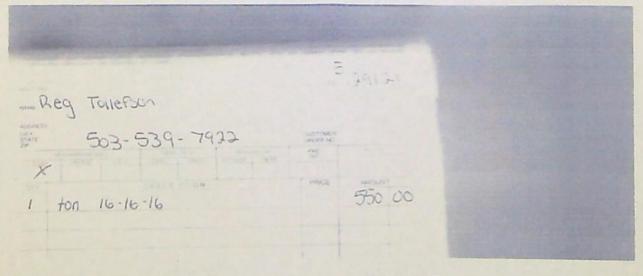
## FISCHER MILL SUPPLY, INC. EST. 1889

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This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error, please notify the system manager. This message contains confidential information and is intended only for the individual named. If you are not the named addressee, you should not disseminate, distribute or copy this email. Please notify the sender immediately by email if you have received this email by mistake and delete this email from your system. If you are not the intended recipient, you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited.



3 129121 MAME Reg Tollefson 503-539-7922 CUSTOMER ORDER NO SOLDUF GIY. DESCRIPTION PRICE 550 00 ton 16-16-16 RECEIVED JAN 03 2022 OWRD Thank You RECEIVED JAN 1 2 2022 OWRD WESTERN EQUIPMENT DEALERS ASSOCIATION HANSAS CITY, MO

#### Early Order Discount Schedule Outstanding Seed Company, LLC Order Number 10307 Toll Free 800.385.9254 www.outstandingseed.com November 6% P.O. Number P.O. Box 202 Order Acknowledgment December 3% Monaca PA 15061 Cher & Reginald Tollefson Ship To Address (If Different) Salesman Jamie Hoffman Kirchem Farm Page Number 3 of 3 19723 S Bakers Ferry Road Order Date 12/16/2019 Kirchem Farm Oregon City 19723 S Bakers Ferry Road OR 97045 Bank Card Information 503-539-8602 Oregon City 4664 OR Special Instructions 97045 12-17-2019 \$937.47 x4664 Paid in full. Thank you, Char. SUMMARY OF LIMITED WARRANTY: Outstanding Seed warrants for the current growing season that the seeds are as described on the container, subject to tolerances established by law. Under no circumstances will Outstanding Seed have liability in excess of the total amount paid. For more complete details, please refer to the Terms and Conditions of Sale, which apply to this order. They are published in this catalog and at www.outstandingseed.com/terms-and-conditions-of-sale/ of-sale/

Quantity	<u>UOM</u>	Variety	Sub Lot Number	Discount	Ext Price	Specie
0.250	M	Capital F1 (FarMore)		3%	\$40.78	Pumpkin
0.100	M	Grower's Giant F1 (FarMore)		3%	\$38.51	Pumpkin
1389				Discount:	\$966.48 \$29.01 \$937.47	

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#### Early Order Discount Schedule Order Number 10307 Toll Free 800.385.9254 Outstanding Seed Company, LLC www.outstandingseed.com November 6% P.O. Number P.O. Box 202 **Order Acknowledgment** December 3% Monaca PA 15061 Cher & Reginold Tollefson Ship To Address (If Different) Salesman Jamie Hoffman Kirchem Farm Page Number 1 of 3 19723 S Bakers Ferry Road Kirchem Farm Order Date 12/16/2019 Oregon City OR 19723 S Bakers Ferry Road 97045 Bank Card Information Oregon City 503-539-8602 4664 OR 97045 Special Instructions

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

u, Char

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	Quantity	<u>UOM</u>	Variety	Sub Lot Number	Discount	Ext Price	Specie
	0.500	M	Benchmark F1 (FarMore)		3%	\$62.73	Pumpkin
274 L	0.500	M	Millionaire F1 (FarMore)	RECEIVED	3%	\$62.73	Spaghetti Squash
8 9 2	0.250	M	Denali F1 (FarMore)	JAN 1 2 2022	3%	\$42.82	Pumpkin
	0.250	M	Daybreak F1 (FarMore)	OWRD	3%	\$81.35	Pumpkin
	0.250	М	Bunch O Warts F1 (FarMore)	JAN 0.3 2022	3%	\$40.78	Pumpkin
	0.250	M	White Delight F1 (FarMore)	OWRD	3%	\$81.35	Pumpkin
PIE_	0.250	M	Sugar Cup F1 (FarMore)		3%	\$81.35	Pumpkin

Outstanding Seed Company, LLC Order Acknowledgment	Early Order Discount Schedule  November 6% December 3%	Order Number 10307 P.O. Number	Toll Free 800.385.9254 www.outstandingseed.com P.O. Box 202 Monaca PA 15061
Cher & Reginold Tollefson Kirchem Farm 19723 S Bakers Ferry Road Oregon City OR 97045 503-539-8602	Salesman Jamie Hoffman Page Number 2 of 3 Order Date 12/16/2019 Bank Card Information 4664	Kirchem Fa	akers Ferry Road

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

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

				MALIE	0.00.0		
60	Quantity	UOM	<u>Variety</u>	Sub Lot Number	Discount	Ext Price	Specie
80	0.250	M	Moon Whisper F1 (FarMore)		3%	\$81.35	Pumpkin
715	0.250	M	Rascal F1 (FarMore)		3%	\$81.35	Pumpkin
718	0.250	M	Blue Delight F1 (FarMore)		3%	\$81.35	Pumpkin
	0.250	М	Superior F1 (FarMore)		3%	\$38.71	Pumpkin
	0.250	М	Trophy F1 (FarMore)		3%	\$40.78	Pumpkin
	0.250	М	Apogee F1 (FarMore)		3%	\$42.82	Pumpkin
	0.250	M	Packer F1 (FarMore)		3%	\$38.71	Pumpkin

	anding ng List	Seed Company, LLC	Early Order Discount Schedule  November 6% December 3%	Order Number 10307 P.O. Number			Toll Free 800.385.9254 www.outstandingseed.co P.O. Box 202 Monaca PA 15061	
Cher & Kircher 19723 S Oregon 503-53	Reginold To Farm B Bakers For City	erry Road OR 97045	Salesman Jamie Hoffman Page Number 1 of 3 Order Date 12/16/2019 Bank Card Information 4664			Ship To Address (If Different)  Kirchem Farm 19723 S Bakers Ferry Road Oregon City OR 97045		
12-17-20 20 20 20 20	19 \$937.4	7 x4664 Paid in full. Thank you, Ch	JAN 1 2 2022 JAN	CEIVEI 0 8 2022 DWRD			All sales are subje Outstanding Seed Co terms and conditions which are printed in its and at www.outstanding	of sale, catalog,
Quantity	UOM	Variety	Sub Lot Number		Discount	Ext Price	Specie	
0.500	M	Benchmark F1 (FarMore)	305"-120589	95	3%	\$62.73	Pumpkin	51
0.500	M	Millionaire F1 (FarMore)	643139-124977	95	3%	\$62.73	Spaghetti S	quash
0.250	M	Denali F1 (FarMore)	3059-120589	95	3%	\$42.82	Pumpkin	/
To 50.250	М	Daybreak F1 (FarMore)	3-54-126153	90	3%	\$81.35	Pumpkin	~
0.250	M	Bunch O Warts F1 (FarMore	3241-12651	90	3%	\$40.78	Pumpkin	1.
0.250	M	White Delight F1 (FarMore)	3028-124983	100	3%	\$81.35	Pumpkin	V.
0.250	M	Sugar Cup F1 (FarMore)	3258-126146	00	3%	\$81.35	Pumpkin	,

	Outstar Packing		Seed Company, LLC	Early Order Discount Schedule  November 6% December 3%		Number	www.outstandingseed.com			
	Cher & Re	eginold T	ollefson	Salesman Jamie Hoffman			Ship To Address (If Different)			
	Kirchem F			Page Number 2 of 3						
	19723 S E			Order Date 12/16/2019			Kirchem Farr	n ers Ferry Road		
	Oregon C 503-539-8		OR 97045	Bank Card Information 4664			Oregon City	ers rerry hoad		
	Special In			4004			OR 970	045		
	<u>opecial III</u>	Structions	2	har. RECEIVED RE	CEIVED					
	12-17-2019	9 \$937.4	17 x4664 Paid in full. Thank you, C	har. NEOLIVE						
بر				JAN 1 2 2022 JA	N 0 3 2022			All sales are subje Outstanding Seed Co terms and conditions	., LLC's	
00				OWRD	OWRD			which are printed in its nd at www.outstanding	catalog,	
20	Quantity	UOM	Variety	Sub Lot Number		Discount	Ext Price	Specie		
j4	0.250	M	Moon Whisper F1 (FarMore	3247-126145	90	3%	\$81.35	Pumpkin	11	
30.40		M	Rascal F1 (FarMore)	1999-125066	100	3%	\$81.35	Pumpkin	11	
203	0.250	M	Blue Delight F1 (FarMore)	3080 - 125004	100	3%	\$81.35	Pumpkin	11	
20 75	0.250	M	Superior F1 (FarMore)	2024-120590	100	3%	\$38.71	Pumpkin	11	
4-6	0.250	M	Trophy F1 (FarMore)	20-11-125035	95	3%	\$40.78	Pumpkin	11	
40-65	0.250	M	Apogee F1 (FarMore)	1799- 120=91	75	3%	\$42.82	Pumpkin	11	
7-10	0.250	M	Packer F1 (FarMore)		-	3%	\$38.71	Pumpkin	11	
-									-	

#### Early Order Discount Schedule Order Number 10307 Toll Free 800.385.9254 **Outstanding Seed Company, LLC** www.outstandingseed.com November 6% P.O. Number P.O. Box 202 December 3% Packing List Monaca PA 15061 Cher & Reginold Tollefson Salesman Jamie Hoffman Ship To Address (If Different) Kirchem Farm Page Number 3 of 3 19723 S Bakers Ferry Road Order Date 12/16/2019 Kirchem Farm Oregon City OR 19723 S Bakers Ferry Road 97045 Bank Card Information 503-539-8602 Oregon City 4664 OR 97045 Special Instructions

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

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

	Quantity	UOM	<u>Variety</u>	Sub Lot Number	Discount	Ext Price	Specie
5-18	0.250	M	Capital F1 (FarMore) 95	3037-121835	3%	\$40.78	Pumpkin / /
			Output Ciant Ed (Farliage)	3149-125068	3%	\$38.51	Pumpkin //
				Totals:	\$29.01	\$937.47	

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JAN 1 2 2022

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# ORDER RECEIVED

Thank you. Your order has been received.

ORDER NUMBER:

DATE:

TOTAL:

7025

March 29, 2020

\$123.34

PAYMENT METHOD:

Credit/Debit Card

# **ORDER DETAILS**

	PRODUCT	TOTAL	
Order	Jack Be Little - Premium - Mini Pack (30 Seeds) × 3	\$11.85	90
Ordere	Wee-Be-Little - 0.1M × 1	\$3.74	200
18 <-	* Kakai-102 × 1 Secolars	\$17.79	200
	Batwing Mix - Mini Pack (15 Seeds) × 5	\$19.75	75
	Uchiki Kuri - Mini Pack (30 Seeds) × 3	\$11.85	. 90
	★ Bush Delicata - Mini Pack (30 Seeds) × 4	\$15.80	126
	Red Sun - 1 oz × 1	\$4.82	150 ?



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



SH-P TO

HISTORIC KIRCHEM FARM HISTORIC KIRCHEM FARM 19723 S BAKERS FERRY RD OREGON CITY, OR 97045-8440 2021

Ref: 2292658
HISTORIC KIRCHEM
FARM
97045-8440



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Order Number	Purchase Order	Date
NS2292658		12/26/2020
	Note	

PACKING INFORMATION

OWRD

Quantity	Bin #	Item #	Description	
2	D5-6-09	FL3289/B	SUNFLOWER INFRARED MIX 8 grams	
2	C7-6-10	PU711/B	PUMPKIN KANDY KORN PLUS 1 ounce	DECENTED
2	C5-2-09	PU722/B	PUMPKIN NAKED BEAR 1 ounce	RECEIVED
4	C5-2-03	PU720/B	PUMPKIN CINDERELLA (ROUGE VIF D'ETAMPES) 1 oui	nce JAN 1 2 2022
			Bepo	OWRD

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### Territorial Seed Company Return Form

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

ITEMS BEING F	ETURNE	D			ner Aven e Grove.	ue OR 97424	
Catalog Number	Size	Quantity	Name o	of item	Price	Reason Co	
Reason Codes: A Quality not sat B Wrong item sh	ipped		Comments:	Total Returned			
	usable	ia dan barangan pan	an managan na ang ang ang ang ang ang ang an	AND REPORTED THE CHARGE PARTIES AND THE CONTROL OF	entern deren	EXHIBITES IV. ASSOCIATE	
ACTION DESIR  Please send a		nt		Credit card number for ref	und		
Please exchar	THE RESERVE THE PARTY OF THE PA						
If you paid by c	heck or mon redit card, pl	ease enter the	rill issue a refund check.* a number of the card to	Expires last day of		Visa Mastercard Discover	
which you woul Catalog Number	Size	Quantity		lame of item		American E	
Catalog (Various	Oize	Guartiny	· ·	and of item		Frice	
If there is a refund	d over \$5.0	0 due lo you	we will issue a refund check or cre	dit your credit card.	Total		
Refunds under \$5.	00 will be a	applied to yo	ur next order unless you specifically	y request a refund. Subtract total re	elurned		
For ordering addition for fax. Phone (541)	nal items, p 942-9547	please use the FAX (888) 65	e order form in the catalog or place y	our order by phone Return* or amount	nt owed		

NOTICE TO BUYER - TERRITORIAL SEED WARRANTY AND CONDITIONS OF SALE

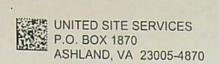
NOTICE TO BUYER - TERRITORIAL SEED 
London Springs inc dba Territorial Seed Company, (herein after collectively referred to as the vendor 
"Territorial") warrants that the seed it sells conforms to the label description as required by State, Federal 
antitor Provincial Seed Laws. Torritorial leniks its warranty to the full amount of the purchase price of such 
seeds. TERRITORIAL MAKES NO OTHER WARRANTIES, GUARANTEES OR CONDITIONS EXPRESSED 
OR IMPLIED OF THE MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR OTHERWISE OF 
THE SEED SOLD BY IT OR THE CROPS GROWN FROM SUCH SEEDS. It is neceptized that a mistake 
or human error can be made in the production, processing or packaging of such seeds: therefore, in any 
event, direct or consequential on account of any negligence whatsoever. IF A BREACH OF WARRANTY. 
CONDITION OR CONTRACT OCCURS WITH RESPECT TO SUCH SEEDS. "THAT IN NO CASE SHALL 
TERRITORIAL BE LIABLE FOR MORE THAN THE PRICE ACTUALLY INVOICED AND OR PAID FOR 
SUCH SEEDS BY THE PURCHASER TO THE VENDOR AND OR THE VENDOR'S AGENT. As a condition 
to any liability. Territorial must receive noise by registered made of any claim that the seed is defective within

OF SALE.

30 days after the defect in the send bucomes apparent. Tentionial has based the prices of its sects on this limited warranty and limited liability and have prices would be much higher if further liability coverage were required. These warranties and limited liability any not be aftered or amended except by an instrument in writing executed by duly authorized officers of Tentional and stamped with the company soal. By acceptance of such seeds the purchaser of such seeds beknowledges that this limited warranty and disclarmeterin before described are conditions of sale and that they constitute the entire agreement between the Vendor and the Purchaser regarding warranty and/or any other liability conditions.

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





CHER TOLLEFSON

19723 S BAKERS FERRY RD

**OREGON CITY OR 97045-8440** 



INVOICE

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

3922

Page: 1

Customer ID: USS-436058 Invoice No: 114-11050872 Terms: Due Upon Receipt

P.O. No:

Our Order No: 0-2000238 Invoice Date: 10/08/20

Ship To:

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

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JAN 03 2022

JAN 1 2 2022

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

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

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

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

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

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

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

7. Liability & Indemnification. Except to the extent Customer is not liable under the Damage Waiver program described in Section 4, Customer agrees to defend, indemnify and hold harmless Company to the maximum extent permitted by law against and for all claims, lawsuits, damages, expenses, penalties. fines, and other losses arising out of any of (a) the rental, delivery, condition, possession, maintenance, use or operation of Equipment delivered to or rented by Customer, including but not limited to any claims that might be brought against only Company by an employee of Customer, (b) waste material collected

in the Equipment or disposed of by Company, or (c) any damage to underground bipes, 2022, wires. conduits or utilities resulting from Customer's failure to comply with Section 12. Customer's indemnity and defense obligations apply to the maximum extent permitted by law to all injuries, damages and losses regardless of whether same are caused, or are alleged to have been caused in whole or in part by Company's, Customer's, or a third party's acts or omissions, except that Customer will have no obligation to indemnify or defend Company to the extent the injury, damage, or loss was actually caused by Company's sole negligence or willful misconduct. Customer expressly agrees and will cause its insurer to accept a tender by Company to Customer of any claim arising out of the rental, delivery, condition, possession, maintenance, use or operation of the Equipment. Company, its officers, directors and agents shall not, under any circumstances, be liable to Customer for consequential, incidental, special, exemplary or punitive damages arising out of or relating to the Equipment. Customer's exclusive remedy for any claims or causes of action arising out of or related to the Equipment shall be recovery of direct damages in an amount not to exceed the amount paid by Customer for use of the Equipment. EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED HEREIN, ALL EQUIPMENT IS PROVIDED TO CUSTOMER "AS IS." "WHERE IS." AND "WITH ALL FAULTS." AND THERE ARE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONDITION OR PERFORMANCE OF THE EQUIPMENT, ITS MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE

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

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

Company's Equipment pursuant to this paragraph.

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

signed by ooth parties.

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

name or address, or billing amounts.

name or address, or billing amounts.

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

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

14. Price Adjustments: Company reserves the right to impose a price increase at any time with or

without notice to Customer.

15. Notices. Any required notice shall be in writing delivered to United Site Services. Inc. 118 Flanders Road, Suite 1000, Westborough, MA 01581 Attn: (Legal Department). Any notice given pursuant to this contract shall be considered duly given when received by the representatives of the parties hereto. For Information about our privacy practices, go to <a href="https://www.unitedsileservices.com/privacy-policy.">https://www.unitedsileservices.com/privacy-policy.</a>
1 3 8 9 2

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



INVOICE

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

Page: 2

Customer ID: USS-436058 Invoice No: 114-11050872 Terms: Due Upon Receipt

P.O. No:

Our Order No: 0-2000238 Invoice Date: 10/08/20

Bill To: CHER TOLLEFSON

19723 S BAKERS FERRY RD OREGON CITY, OR 97045

Ship CHER TOLLEFSON

19723 S BAKERS FERRY RD OREGON CITY, OR 97045

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JAN 03 2022

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OWRD

Total:

1,393.05

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

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

**CHER TOLLEFSON** 

Customer ID:

USS-436058

114-11050872

Our Order No:

Subject to Tax

Exempt from Tax

0.00

Invoice Number: 0-2000238 1,393.05

Total:

1,393.05

Amount Paid:

UNITED SITE SERVICES Please Remit to: PO BOX 660475

DALLAS TX 75266-0475

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Check this box if you would like to pay by credit card, change your address or decline damage waiver, and you have completed the necessary form(s) on the reverse. 8 9

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7805100 2020100404001 03922

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

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

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

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

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

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

7. Liability & Indemnification. Except to the extent Customer is not liable under the Damage Waiver program described in Section 4, Customer agrees to defend, indemnify and hold harmless Company to the maximum extent permitted by law against and for all claims, lawsuits, damages, expenses, penalties. fines, and other losses arising out of any of (a) the rental, delivery, condition, possession, maintenance, use or operation of Equipment delivered to or rented by Customer, including but not limited to any claims that might be brought against only Company by an employee of Customer. (b) waste material collected

in the Equipment or disposed of by Company, or or any demand to underground pines, sewers, wires, conduits or utilities resulting from Customer's failure to comply with Section 12. Ouslamers indemnity and defense obligations apply to the maximum extent permitted by law to all injuries, damages and losses regardless of whether same are caused, or at Africa to have been caused, in whole or in part by Company's, Customer's, or a third party's acts of omissions, except that Customer will have no obligation to indemnify or defend Company to the extent the injury, damage, or loss was actually caused by Company's sole negligence or willful misconduct. Customer expressly agrees and will cause its insurer to accept a tender by Company to Customer of any claim arising out of the rental, delivery. condition, possession, maintenance, use or operation of the Equipment. Company, its officers, directors and agents shall not, under any circumstances, be liable to Customer for consequential, incidental. special, exemplary or punitive damages arising out of or relating to the Equipment. Customer's exclusive remedy for any claims or causes of action arising out of or related to the Equipment shall be recovery of direct damages in an amount not to exceed the amount paid by Customer for use of the Equipment. EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED HEREIN, ALL EQUIPMENT IS PROVIDED TO CUSTOMER "AS IS," "WHERE IS," AND "WITH ALL FAULTS." AND THERE ARE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONDITION OR PERFORMANCE OF THE EQUIPMENT. ITS MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

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

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

 Notices. Any required notice shall be in writing delivered to United Site Services, Inc. 118 Flanders Road, Sulle 1000, Westborough, MA 01681 Altn: (Legal Department). Any notice given pursuant to this contract shell be considered duly given when received by the representatives of the parties hereto. For Information about our privacy practices, go to https://www.unitedaiteservices.com/privacy-policy.

# United Site Services of Nevada, Inc.

12249 CLACKAMAS HWY Clackamas, OR 97015



### Salesperson Contact

Mobile: Office: 1-800-864-5387 x72767

Fax: 508-594-2621

Geoff.Boucher@unitedsiteservices.com

# Site Service Quotation

Quote No.: 414-2069491

Quote Date: 09/02/20

Quote Expires: 10/02/20

Sell To: CHER TOLLEFSON

CHER TOLLEFSON

OREGON CITY, OR 97045

Ship To: CHER TOLLEFSON

OREGON CITY, OR 97045

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JAN 03 2022

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

Terms: Due Upon Receipt RD

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

Total:

1,455.45

Accepted:

Date:

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JAN 1 2 2022

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RECEIVED:

JAN 03 2022

OWRD

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

From: Jung Seed Company info@jungseed.com



HomelVegetables/Fruits/ Herbs/Supplies

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

Order ID: 156004

### Billing Information

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

### Payment Information

Payment Method: Credit Card Name on Card: charlotte m Tollefson

Card Type: MC

Last Four Digits: 9879

# Shipping Information

### Recipient 1

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

Qty	Item #	Description		Price
3	03258a	Blue Doll Hybrid Pumpkin - 15 seeds		\$9.75
2	02322a	Daisy Mix Gourds - 30 seeds		\$9.30
1	03341a	Dark Knight Hybrid Pumpkin - 25 seeds	10000	\$3.95
3		Hogaith Gourds	13892	MEC
		0		

total 35.30

# Application for Water Right Transfer



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

(503) 986-0900 www.wrd.state.or.us

# RECEIVED

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JAN 1 2 2022

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Consent by Deeded Landowner

State of Oregon )ss County of Clackamas

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

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

telephone number (503) 631-8817, duly sworn depose and say that We consent to the proposed change(s) to Water Right Certificate Number 38799

described in a Water Right Transfer Application (T-\_\_\_\_),

submitted by Cal Farms, Inc.

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

Section 20

Township 2 South

Range 3 East, W.M.,

located at 19723 S. Bakers Ferry Road Oregon City, OR 97045

Signature of Affiant

Charlotte Tolle from
Signature of Affiant

12-28-21

Subscribed and Sworn to before me this 29th day of December , 20 21.

OFFICIAL STAMP

GABRIELLE A. ROSSI NOTARY PUBLIC - OREGON COMMISSION NO. 1018858

MY COMMISSION EXPIRES NOV. 17, 2025

My commission expires Nov. 17 2025

(transfer number, if known)

He

**GRANTOR'S NAME AND ADDRESS** 

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

**GRANTEE'S NAME AND ADDRESS** 

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

AFTER RECORDING RETURN TO:

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

UNTIL REQUEST, TAX STATEMENT SENT TO:

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

TAX ACCOUNT NO. 01492744; and 00631622; and 00631631. Clackamas County Official Records Sherry Hall, County Clerk

A DESCRIPTION OF THE PROPERTY OF THE PROPERTY

2015-018250

\$68.00

04/02/2015 02:01:11 PM

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

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# BARGAIN AND SALE DEED - STATUTORY FORM

(INDIVIDUAL or CORPORATION)

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

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

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

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GRANTOR:	State of Oregon, County of CACLAMAS ) ss.	
Right o lat	This instrument was acknowledged before me on the APLIL , 2015 by Reginald O. Tollefson.	lay of
Reginald O. Tollefson  OFFICIAL SEAL	Vulla Surdust	RECEIVED
RACHEL A GUNDERSON NOTARY PUBLIC - OREGON COMMISSION NO. 478925	Notary Public for the State of Oregon My Commission Expires: JUNE 12, 2017	JAN 0 3 2022
MY COMMISSION EXPIRES JUNE 12, 2017  GRANTOR:		OWRD
	State of Oregon, County of CUACKAMAS ) ss.	
Policifer M Tollofor Charlotte M. Tollefson	This instrument was acknowledged before me on the ZVA of APC, 2015 by Charlotte M. Tollefson.	lay of
OFFICIAL SEAL	I. I nest 1	RECEIVED
RACHEL A GUNDERSON NOTARY PUBLIC - OREGON COMMISSION NO. 478925	Notary Public for the State of Oregon My Commission Expires: JUNE 12, 7017	JAN 1 2 2022
MY COMMISSION EXPIRES JUNE 12, 2017		OME

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JAN 1 2 2022

### EXHIBIT A

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### PARCEL I:

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

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

### PARCEL II:

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

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

### EXCEPT the following:

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

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

### AND FURTHER EXCEPTING the following:

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

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

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

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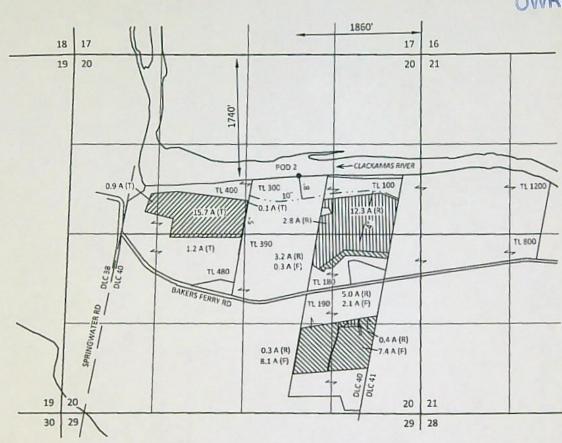
JAN 1 2 2022

Section 20, T2S, R3E, W.M., Clackamas County, Oregon

OWRD

TEMPORARY TRANSFER APPLICATION MAP Certificates 38799 Cal Farms, Inc. JAN 03 2022

OWRD



### **EXPLANATION**

FROM LANDS (F)

CERTIFICATE 38799 - IRRIGATION PRIORITY: 5/22/1963 17.9 ACRES

TO LANDS (T)

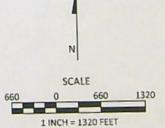
V//////

CERTIFICATE 38799 - IRRIGATION PRIORITY: 5/22/1963 17.9 ACRES

REMAINING RIGHTS (R)

CERTIFICATE 38799 - IRRIGATION PRIORITY: 5/22/1963 24.0 ACRES

POINT OF DIVERSION (POD)
 PIPE



November 29, 2021

This map is not intended to provide legal dimensions or locations of property ownership lines

Figure 1



1626 VICTORIAN WAY EUGENE, OR 97401 (503) 319-8926

KPFF 1700014.91

# Land Use Information Form



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

RECEIVED

JAN 0 3 2022

JAN 1 2 2022

OWRD

# NOTE TO APPLICANTS

OWRD

In order for your application to be processed by the Water Resources Department (WRD), this Land Use Information Form must be completed by a local government planning official in the jurisdiction(s) where your water right will be used and developed. The planning official may choose to complete the form while you wait, or return the receipt stub to you. Applications received by WRD without the Land Use Form or the receipt stub will be returned to you. Please be aware that your application will not be approved without land use approval.

### This form is NOT required if:

- 1) Water is to be diverted, conveyed, and/or used only on federal lands; OR
- 2) The application is for a water right transfer, allocation of conserved water, exchange, permit amendment, or ground water registration modification, and <u>all</u> of the following apply:
  - a) The existing and proposed water use is located entirely within lands zoned for exclusive farm-use or within an irrigation district;
  - b) The application involves a change in place of use only;
  - c) The change does not involve the placement or modification of structures, including but not limited to water diversion, impoundment, distribution facilities, water wells and well houses; and
  - d) The application involves irrigation water uses only.

# NOTE TO LOCAL GOVERNMENTS

The person presenting the attached Land Use Information Form is applying for or modifying a water right. The Water Resources Department (WRD) requires its applicants to obtain land-use information to be sure the water rights do not result in land uses that are incompatible with your comprehensive plan. Please complete the form or detach the receipt stub and return it to the applicant for inclusion in their water right application. You will receive notice once the applicant formally submits his or her request to the WRD. The notice will give more information about WRD's water rights process and provide additional comment opportunities. You will have 30 days from the date of the notice to complete the land-use form and return it to the WRD. If no land-use information is received from you within that 30-day period, the WRD may presume the land use associated with the proposed water right is compatible with your comprehensive plan. Your attention to this request for information is greatly appreciated by the Water Resources Department. If you have any questions concerning this form, please contact the WRD's Customer Service Group at 503-986-0801.

# Land Use Information Form



Applicant(s): Cal Farms Inc. Attn: Ambrose Calcagno

JAN 1 2 2022 JAN 0 3 2022

Mailing Address: P.O. Box 796

OWRD

OWRD

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State: OR Zip Code: 97045

Daytime Phone: (503) 631-3810

### A. Land and Location

City: Oregon City

Please include the following information for all tax lots where water will be diverted (taken from its source), conveyed (transported), and/or used or developed. Applicants for municipal use, or irrigation uses within irrigation districts may substitute existing and proposed service-area boundaries for the tax-lot information requested below.

Township	Range	Section	1/4 1/4	Tax Lot#	Plan Designation (e.g., Rural Residential/RR-5)		Water to be:		Proposed Land Use:
2 South	3 East	20	SW NE	100, 300 & 400		☑ Diverted	☑ Conveyed	⊠ Used	Irrigation
2 South	3 East	20	SW NW	400		☐ Diverted	☑ Conveyed	☑ Used	Irrigation
2 South	3 East	20	SE NW	400		Diversed	☑ Conveyed	☑ Used	Irrigation
2 South	3 East	20	NESW	480		Diverted	☑ Conveyed	☑ Used	Irrigation

B. Description of Proposed Use
Type of application to be filed with the Water Resources Department:  Permit to Use or Store Water  Water Right Transfer  Permit Amendment or Ground Water Registration Modification  Limited Water Use License  Allocation of Conserved Water  Exchange of Water
Source of water: Reservoir/Pond Ground Water Surface Water (name) Clackamas River
Estimated quantity of water needed: 0.22
Intended use of water:
We are requesting Oregon Water Resources Department authorization for a temporary transfer of 17.9 acres of irrigation for up to 5 years to facilitate our farming operations. The transfer involves Water Right Certificate 38799.

Note to applicant: If the Land Use Information Form cannot be completed while you wait, please have a local government representative sign the receipt at the bottom of the next page and include it with the application filed with the Water Resources Department.

See bottom of Page 3. →

JAN 03 2022

# For Local Government Use Only

OWRD

The following section must be completed by a planning official from each county and city listed unless the project will be located entirely within the city limits. In that case, only the city planning agency must complete this form. This deals only with the local land-use plan. Do not include approval for activities such as building or grading permits.

RECEIVE

JAN 1 2 2022

Please check the appropriate box be	low and provide the requested info	rmation	
Land uses to be served by the proposed water your comprehensive plan. Cite applicable or		llowed outright	or are not regulated by
	mentation of applicable land-use approvals wompanying findings are sufficient.) If approve	hich have alrea	dy been obtained.
Type of Land-Use Approval Needed (e.g., plan amendments, rezones, conditional-use permits, etc.)	Cite Most Significant, Applicable Plan Policies & Ordinance Section References	Land-Use Approval:	
permis, every		☐ Obtained ☐ Denied	☐ Being Pursued ☐ Not Being Pursued
		☐ Obtained ☐ Denied	☐ Being Pursued ☐ Not Being Pursued
		☐ Obtained ☐ Denied	☐ Being Pursued ☐ Not Being Pursued
		☐ Obtained ☐ Denied	☐ Being Pursued ☐ Not Being Pursued
		☐ Obtained ☐ Denied	☐ Being Pursued ☐ Not Being Pursued
01.1.01.		01.	
Name: Clayfor Glacgon	Title:	Plan	ser
Name: Clay for Glasgon Signature:	Phone: 5037424	Date:	12.29.21
Government Entity: Clackera	s Corety		
Note to local government representative: Ple sign the receipt, you will have 30 days from the Form or WRD may presume the land use associ	Water Resources Department's notice date to	return the com	pleted Land Use Information
Receipt f	or Request for Land Use Inform	ation	
Applicant name:			
City or County:	Staff contact:		
Signature:	Phone:	Date:	



Water Resources Department

725 Summer St NE, Suite A Salem, OR 97301 (503) 986-0900 Fax (503) 986-0904

January 5, 2022

Cal Farms Inc. Attn: Amborse Calcagno PO Box 796 Oregon City, OR 97045

RE: Temporary Transfer Application for a Water Right

Dear Cal Farms Inc.,

RECEIVED

JAN 1 2 2022

**OWRD** 

The Water Resources Department has received your Temporary Transfer Application. At this time however, we are unable to accept your application because the minimum filing requirements have not been met according to the Oregon Administrative Rules (OAR 690-380-3000 and OAR 690-380-3050).

We are hereby returning the incomplete application and the fees submitted, due to the items listed below:

 The Dept received a check in the amount of \$851.17, however the fees for this application should be \$998.33. There was a fee increase as of July 1, 2021. Please see the attached transfer fee calculation.

Should you have any questions or need assistance, please contact customer service at 503-986-0800.

Sincerely,

Scott Grew

Scott Grew

Transfer and Conservation Section

Cc: OWRD Fiscal

This review is based only on the completeness of your application. Any determination of water availability, compliance or any other water related issues has not been made. Fees may change.

# Oregon Water Resources Department Transfer Fee Calculation for Temporary Transfer

PA-	Main	6

Help

@ Return Contact Us

Today's Date: Wednesday, January 5, 2022		Fee Calculation			
Base Fee (includes temporary change to one water right for up to 1 cfs)	RECEIVED	\$950.00			
Fill in information below Check each box that applies.	JAN 1 2 2022				
Enter total number of water rights included in transfer. 1	OWRD	\$0.00			
Check this box if you propose to change the place of use for a NON-irrigation use					
Check this box if you propose to change the place of use for an irrigation use.					
Enter the number of acres in the footprint of the place of use to be transferred. 17.9  (If a supplemental certificate also covers the same land as an included primary right, count the acreage only once.)					
Total Transfer CFS(rounded up to the next whole cfs):					
Subtotal:		\$998.33			
The transfer is necessary to complete a project funded by the Oregon Watershed Enhancement Board (OWEB) under ORS 541.932.					
The transfer is endorsed in writing by ODFW as a change that will result in a net benefit to fish and wildlife habitat.					
Discount:					
Check the box if you are submitting the application and map in a Department-approved digital format.					
Transfer Fee:		\$998.33			
Return to Edit Clear					

Regular Temporary Water Right Transfer Application Checklist

Checked by Suff Date 1822

# A temporary transfer <u>must</u> be for a <u>change in place of use</u>. A temporary change in POD/POA or APOD/APOA cannot be accepted as a stand-alone change.

A change in POD/POA can accompany the temporary change in place of use, <u>only</u> if the proposed temporary POD/POA is supplying water to the proposed temporary place of use.

(If OK	check box to left; if not, fill in the blank)	
	Page 1 of application: Are all attachments that have been checked actually included?  If not, what is missing?	
	Are fees included and correct? 998.33  If not, the correct fee would be:, so the amount missing is:	
Ø	Part 4 of application: Have all the applicants listed at the top of the page signed at the bottom?  If not, whose signature is missing?	
4	If not, which are cancelled? N/c  For each cancelled certificate, if there has been a remaining right certificate issued that covers the lands in the left side of Table 2, list its number and check the #4 box at left on this checklist.	
d	5. If any certificate is in the name of a "district", is a Supplemental Form D from that district enclosed?  N/A Form D needed from (district)	
	6. If all #1-#5 boxes on this checklist are checked (with no remaining deficiencies identified), accept the application. Put this check sheet in the transfer folder.	
	If #1, #2, #3, #4 or #5 on this checklist is deficient, the application cannot be accepted. It should be returned at the deficiencies listed in the "staff" section at the bottom of Application Page 1, unless the applicant or again resolve the deficiencies within 2-3 days.	