

# Application for Permanent Water Right Transfer

## Part 1 of 5 – Minimum Requirements Checklist



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

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

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

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

- ☒ Part 1 – Completed Minimum Requirements Checklist.
- ☒ Part 2 – Completed Transfer Application Map Checklist.
- ☒ Part 3 – Application Fee, payable by check to the Oregon Water Resources Department, and completed Fee Worksheet, page 3. Try the new online fee calculator at:  
[http://apps.wrd.state.or.us/apps/misc/wrd\\_fee\\_calculator](http://apps.wrd.state.or.us/apps/misc/wrd_fee_calculator).
- ☒ Part 4 – Completed Applicant Information and Signature.
- ☒ Part 5 – Information about Water Rights to be Transferred: **How many water rights are to be transferred? 1 List them here: 90309**

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

**NOTE: A separate transfer application is required for each water right unless the criteria in OAR 690-380-3220 are met.**

### Attachments:

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

### (For Staff Use Only)

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

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

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

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

## Part 2 of 5 – Transfer Application Map

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

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

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

# Part 3 of 5 – Fee Worksheet

FEE WORKSHEET for PERMANENT TRANSFER (except Substitution)			
1	Base Fee (includes one type of change to one water right for up to 1 cfs)	1	\$1,360
Types of change proposed: <input checked="" type="checkbox"/> Place of Use <input checked="" type="checkbox"/> Character of Use <input checked="" type="checkbox"/> Point of Diversion/Appropriation Number of above boxes checked = <u>3(2a)</u> Subtract 1 from the number in line 2a = <u>2 (2b)</u> <i>If only one change, this will be 0</i> 2 Multiply line 2b by \$1090 and enter » 2 \$2180			
Number of water rights included in transfer <u>1 (3a)</u> Subtract 1 from the number in 3a above: <u>0 (3b)</u> <i>If only one water right this will be 0</i> 3 Multiply line 3b by \$610 and enter » 3 0			
Do you propose to add or change a well, or change from a surface water POD to a well? <input type="checkbox"/> No: enter 0 <input checked="" type="checkbox"/> Yes: enter \$480 for the 1 <sup>st</sup> well to be added or changed <u>\$480 (4a)</u> Do you propose to add or change additional wells? <input type="checkbox"/> No: enter 0 <input checked="" type="checkbox"/> Yes: multiply the number of additional wells by \$410 <u>\$820 (4b)</u> 4 Add line 4a to line 4b and enter » 4 \$1300			
Do you propose to change the place of use or character of use? <input type="checkbox"/> No: enter 0 on line 5 <input checked="" type="checkbox"/> Yes: enter the cfs for the portions of the rights to be transferred (see below*): <u>3.23 (5a)</u> Subtract 1.0 from the number in 5a above: <u>2.23 (5b)</u> If 5b is 0 or less, enter 0 on line 5 » If 5b is greater than 0, round up to the nearest whole number: <u>3.00 (5c)</u> and multiply 5 5c by \$410, then enter on line 5 » 5 \$1230			
6	Add entries on lines 1 through 5 above » » » » » » » » » » Subtotal:	6	\$6070
Is this transfer: <input type="checkbox"/> necessary to complete a project funded by the Oregon Watershed Enhancement Board (OWEB) under ORS 541.932? <input type="checkbox"/> endorsed in writing by ODFW as a change that will result in a net benefit to fish and wildlife habitat? If one or more boxes is checked, multiply line 6 by 0.5 and enter on line 7 » 7 If no box is applicable, enter 0 on line 7 » 7 0			
8	Subtract line 7 from line 6 » <b>Transfer Fee:</b>	8	\$6070

\*Example for Line 5a calculation to transfer 45.0 acres of Primary Certificate 12345 (total 1.25 cfs for 100 acres) and 45.0 acres of Supplemental Certificate 87654 (1/80 cfs per acre) on the same land:

- For irrigation calculate cfs for each water right involved as follows:
  - Divide total authorized cfs by total acres in the water right (*for C12345, 1.25 cfs ÷ 100 ac*); then multiply by the number of acres to be transferred to get the transfer cfs (*x 45 ac = 0.56 cfs*).
  - If the water right certificate does not list total cfs, but identifies the allowable use as 1/40 or 1/80 of a cfs per acre; multiply number of acres proposed for change by either 0.025 (1/40) or 0.0125 (1/80). (*For C87654, 45.0 ac x 0.0125 cfs/ac = 0.56 cfs*)
- Add cfs for the portions of water rights on all the land included in the transfer; however **do not count cfs for supplemental rights on acreage for which you have already calculated the cfs fee for the primary right on the same land**. The fee should be assessed only once for each "on the ground" acre included in the transfer. (*In this example, blank 5a would be only 0.56 cfs, since both rights serve the same 45.0 acres. Blank 5b would be 0 and Line 5 would then also become 0*).

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

## Part 4 of 5 – Applicant Information and Signature

**SUPERSEDING**

### Applicant Information

APPLICANT/BUSINESS NAME <b>Rattlesnake Creek Land &amp; Cattle Co</b>			PHONE NO. <b>541-573-3615</b>	ADDITIONAL CONTACT NO.
ADDRESS <b>524 Hwy 20 N</b>			FAX NO.	
CITY <b>Hines</b>	STATE <b>OR</b>	ZIP <b>97738</b>	E-MAIL <b>AndyJRoot@gmail.com</b>	
APPLICANT/BUSINESS NAME <b>Christopher &amp; Danielle Gregg</b>			PHONE NO. <b>541-589-4361</b>	ADDITIONAL CONTACT NO.
ADDRESS <b>29724 Hwy 20W</b>			FAX NO.	
CITY <b>Hines</b>	STATE <b>OR</b>	ZIP <b>97738</b>	E-MAIL <b>Chris.Dani.Gregg@gmail.com</b>	
<b>BY PROVIDING AN E-MAIL ADDRESS, CONSENT IS GIVEN TO RECEIVE ALL CORRESPONDENCE FROM THE DEPARTMENT ELECTRONICALLY. COPIES OF THE FINAL ORDER DOCUMENTS WILL ALSO BE MAILED.</b>				

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

AGENT/BUSINESS NAME <b>Scott D Montgomery</b>			PHONE NO. <b>541-548-5833</b>	ADDITIONAL CONTACT NO. <b>541-420-0401</b>
ADDRESS <b>PO Box 767</b>			FAX NO.	
CITY <b>Terrebonne</b>	STATE <b>OR</b>	ZIP <b>97760</b>	E-MAIL <b>scott@apeands.com</b>	
<b>BY PROVIDING AN E-MAIL ADDRESS, CONSENT IS GIVEN TO RECEIVE ALL CORRESPONDENCE FROM THE DEPARTMENT ELECTRONICALLY. COPIES OF THE FINAL ORDER DOCUMENTS WILL ALSO BE MAILED.</b>				

Explain in your own words what you propose to accomplish with this transfer application, and why:  
 Water right Certificate 90309 that is proposed for transfer includes two water rights: one for irrigation "IR"/supplemental irrigation "IS" and a second for industrial use. For the IR/IS right, the transfer proposes to change the authorized POA from the Monaco well and replace it with the Glerup well. The place of use under the IR/IS right, which is in T23S, R30E, Section 36, is unchanged.  
 The second right in Certificate 90309 is an industrial use right. The applicant proposes to move the industrial part to Tax Lot 1001 and use the Glerup Well as the source to heat a building on the property.  
 If you need additional space, continue on a separate piece of paper and attach to the application as "Attachment 1".

### Check One Box

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

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By my signature below, I confirm that I understand:

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

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

Applicant signature

Andy Root, Managing Mbr

Print Name (and Title if applicable)

Date

Applicant signature

Christopher Gregg, Owner

Print Name (and Title if applicable)

Date

Applicant signature

Danielle Gregg, Owner

Print Name (and Title if applicable)

Date

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

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

Check the following boxes that apply:

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

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

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

If a property sells, the certificated water right(s) located on the land belong to the new owner, unless a sale agreement or other document states otherwise. For more information see:

[https://www.oregon.gov/owrd/WRDFormsPDF/Transfer\\_Property\\_Transactions.pdf](https://www.oregon.gov/owrd/WRDFormsPDF/Transfer_Property_Transactions.pdf)

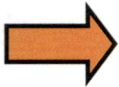
RECEIVING LANDOWNER NAME <b>NA</b>			PHONE NO.	ADDITIONAL CONTACT NO.
ADDRESS			FAX NO.	
CITY	STATE	ZIP	E-MAIL	
Describe any special ownership circumstances:				

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

IRRIGATION DISTRICT NAME <b>NA</b>	ADDRESS	
CITY	STATE	ZIP

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

ENTITY NAME <b>NA</b>	ADDRESS	
CITY	STATE	ZIP



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

ENTITY NAME <b>Harney County</b>	ADDRESS <b>360 N Alvord</b>	
CITY <b>Burns</b>	STATE <b>OR</b>	ZIP <b>97720</b>

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## Part 5 of 5 – Water Right Information

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

**CERTIFICATE # 90309**

### Description of Water Delivery System

System capacity: **3.23** cubic feet per second (cfs) **OR**  
 \_\_\_\_\_ gallons per minute (gpm)

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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 pumped from the Monaco Well and conveyed by closed conduit into a geothermal heating system for the large fabrication building. Also, tail water from the heating system is released and conveyed to the flood irrigated fields to the south by ditch or canal.**

**Table 1. Location of Authorized and Proposed Point(s) of Diversion (POD) or Appropriation (POA)**

(Note: If the POD/POA name is not specified on the certificate, assign it a name or number here.)

POD/POA Name or Number	Is this POD/POA Authorized on the Certificate or is it Proposed?	If POA, OWRD Well Log ID# (or Well ID Tag # L-____)	Twp		Rng		Sec	¼ ¼		Tax Lot, DLC or Gov't Lot	Measured Distances (from a recognized survey corner)
Glerup	<input type="checkbox"/> Authorized <input checked="" type="checkbox"/> Proposed	HARN 320	23	S	30	E	35	NE	NE	1001	550' S & 550' W from NE cor, Sec 35

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

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

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

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

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

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

**Table 2. Description of Changes to Water Right Certificate # 90309**

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

AUTHORIZED (the “from” or “off” lands) The listing that appears on the certificate BEFORE PROPOSED CHANGES List only that part or portion of the water right that will be changed.										Proposed Changes (see “CODES” from previous page)	PROPOSED (the “to” or “on” lands) The listing as it would appear AFTER PROPOSED CHANGES are made.												
Twp	Rng		Sec	¼ ¼		Tax Lot	Gvt Lot or DLC	Acres	Type of USE listed on Certificate		POD(s) or POA(s) (name or number from Table 1)	Priority Date	Twp	Rng		Sec	¼ ¼		Tax Lot	Gvt Lot or DLC	Acres	New Type of USE	POD(s)/ POA(s) to be used (from Table 1)

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[illegible]

Additional remarks: The applicant proposes to transfer all rights to Glerup Well as shown on the revised application map.

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

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

If YES, list the certificate, water use permit, or ground water registration numbers: **14088 & Silvies River Decree.**

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

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

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

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

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

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

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

**Tip:** You may search for well logs on the Department's web page at:

[http://apps.wrd.state.or.us/apps/gw/well\\_log/Default.aspx](http://apps.wrd.state.or.us/apps/gw/well_log/Default.aspx)

**AND/OR**

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

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

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

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

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# 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](http://www.wrd.state.or.us)

## NOTE TO APPLICANTS

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 all 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

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

Applicant(s): Rattlesnake Creek Land & Cattle Co., LLC & Christopher & Danielle Gregg

Mailing Address: 524 Hwy 20 N/29724 Hwy 20 W

City: Hines

State: OR

Zip Code: 97738

Daytime Phone: 541-573-3615

## A. Land and Location

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	¼ ¼	Tax Lot #	Plan Designation (e.g., Rural Residential/RR-5)	Water to be:			Proposed Land Use:
<u>23S</u>	<u>30 E</u>	<u>35</u>	<u>NE NE</u>	<u>1001</u>	<u>EFU</u>	<input checked="" type="checkbox"/> Diverted	<input checked="" type="checkbox"/> Conveyed	<input type="checkbox"/> Used	<u>IR &amp; IS</u>
<u>23S</u>	<u>30 E</u>	<u>36</u>	<u>NE NW</u>	<u>2100</u>	<u>EFU</u>	<input type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	<u>IR &amp; IS</u>
<u>23S</u>	<u>30 E</u>	<u>36</u>	<u>NW NE</u>	<u>2100</u>	<u>EFU</u>	<input type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	<u>IS</u>
<u>23S</u>	<u>30 E</u>	<u>36</u>	<u>SW NE</u>	<u>2100</u>	<u>EFU</u>	<input type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	<u>IS</u>
<u>23S</u>	<u>30 E</u>	<u>36</u>	<u>NE NE</u>	<u>2100</u>	<u>EFU</u>	<input type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	<u>IS</u>
<u>23S</u>	<u>30 E</u>	<u>36</u>	<u>SE NE</u>	<u>2100</u>	<u>EFU</u>	<input type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	<u>IS</u>
<u>23S</u>	<u>30 E</u>	<u>36</u>	<u>NW NW</u>	<u>2100</u>	<u>EFU</u>	<input type="checkbox"/> Diverted	<input checked="" type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	<u>IS</u>
<u>23S</u>	<u>30 E</u>	<u>36</u>	<u>SW NW</u>	<u>2100</u>	<u>EFU</u>	<input type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	<u>IR &amp; IS</u>
<u>23S</u>	<u>30 E</u>	<u>36</u>	<u>SE NW</u>	<u>2100</u>	<u>EFU</u>	<input type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	<u>IS</u>
<u>23S</u>	<u>30 E</u>	<u>36</u>	<u>NE SW</u>	<u>2101</u>	<u>EFU</u>	<input type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	<u>IS</u>
<u>23S</u>	<u>30 E</u>	<u>36</u>	<u>NE SE</u>	<u>2101</u>	<u>EFU</u>	<input type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	<u>IS</u>
<u>23S</u>	<u>30 E</u>	<u>36</u>	<u>NW SE</u>	<u>2101</u>	<u>EFU</u>	<input type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	<u>IS</u>
<u>23S</u>	<u>30 E</u>	<u>36</u>	<u>SE SE</u>	<u>2101</u>	<u>EFU</u>	<input type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	<u>IS</u>
<u>23S</u>	<u>32.5E</u>	<u>6</u>	<u>NE NE</u>	<u>100</u>	<u>EFU</u>	<input checked="" type="checkbox"/> Diverted	<input checked="" type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	<u>IR &amp; IS</u>
<u>23S</u>	<u>32.5E</u>	<u>6</u>	<u>SE NE</u>	<u>100</u>	<u>EFU</u>	<input type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	<u>IR &amp; IS</u>
<u>22S</u>	<u>33E</u>	<u>29</u>	<u>NW NE</u>	<u>900</u>	<u>EFU</u>	<input checked="" type="checkbox"/> Diverted	<input checked="" type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	<u>IR</u>
<u>22S</u>	<u>33E</u>	<u>29</u>	<u>NE NW</u>	<u>900</u>	<u>EFU</u>	<input type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	<u>IR</u>
<u>22S</u>	<u>33E</u>	<u>29</u>	<u>SE NW</u>	<u>900</u>	<u>EFU</u>	<input type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	<u>IR</u>
<u>22S</u>	<u>33E</u>	<u>29</u>	<u>SW NE</u>	<u>900</u>	<u>EFU</u>	<input type="checkbox"/> Diverted	<input checked="" type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	<u>IR</u>

List all counties and cities where water is proposed to be diverted, conveyed, and/or used or developed:

Harney

## B. Description of Proposed Use

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## For Local Government Use Only

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.

### Please check the appropriate box below and provide the requested information

- ☒ Land uses to be served by the proposed water uses (including proposed construction) are allowed outright or are not regulated by your comprehensive plan. Cite applicable ordinance section(s): HCCO 3.020 & 3.010 (EALU-1:2)
- ☐ Land uses to be served by the proposed water uses (including proposed construction) involve discretionary land-use approvals as listed in the table below. (Please attach documentation of applicable land-use approvals which have already been obtained. Record of Action/land-use decision and accompanying findings are sufficient.) **If approvals have been obtained but all appeal periods have not ended, check "Being pursued."**

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:	
		<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being Pursued <input type="checkbox"/> Not Being Pursued
		<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being Pursued <input type="checkbox"/> Not Being Pursued
		<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being Pursued <input type="checkbox"/> Not Being Pursued
		<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being Pursued <input type="checkbox"/> Not Being Pursued
		<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being Pursued <input type="checkbox"/> Not Being Pursued

Local governments are invited to express special land-use concerns or make recommendations to the Water Resources Department regarding this proposed use of water below, or on a separate sheet.

Name: Brandon McMillan Title: Planning Director  
 Signature: [Signature] Phone: (541) 573-6655 Date: 2/8/2023  
 Government Entity: Harney County

**Note to local government representative:** Please complete this form or sign the receipt below and return it to the applicant. If you sign the receipt, you will have 30 days from the Water Resources Department's notice date to return the completed Land Use Information Form or WRD may presume the land use associated with the proposed use of water is compatible with local comprehensive plans.

### Receipt for Request for Land Use Information

Applicant name: \_\_\_\_\_  
 City or County: \_\_\_\_\_ Staff contact: \_\_\_\_\_  
 Signature: \_\_\_\_\_ Phone: \_\_\_\_\_ Date: \_\_\_\_\_

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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) \_\_\_\_\_

Estimated quantity of water needed: 3.23    ☒ cubic feet per second    ☐ gallons per minute    ☐ acre-feet

Intended use of water: ☒ Irrigation    ☐ Commercial    ☐ Industrial    ☐ Domestic for \_\_\_\_\_ household(s)  
☐ Municipal    ☐ Quasi-Municipal    ☐ Instream    ☐ Other \_\_\_\_\_

Briefly describe:

Change the character of use from Industrial to irrigation to develop irrigated fields and change existing POA to irrigator's lands.

**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. →

# Application for Water Right Transfer

## Evidence of Use Affidavit



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

State of Oregon )  
 ) ss

County of HARNEY

I, CHRISTOPHER & DANIELLE GREGG, in my capacity as OWNER,

mailing address 29724 HWY 20 W, HINES, OR 97738

telephone number ( ) , being first duly sworn depose and say:

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1. My knowledge of the exercise or status of the water right is based on (check one):

☒ Personal observation

☐ Professional expertise

2. I attest that:

☒ Water was used during the previous five years on the **entire** place of use for Certificate # 90309; **OR**

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

Certificate #	Township	Range	Mer	Sec	¼ ¼	Gov't Lot or DLC	Acres (if applicable)

OR

☐ Confirming Certificate # \_\_\_\_\_ has been issued within the past five years; **OR**

☐ Part or all of the water right was leased instream at some time within the last five years. The instream lease number is: \_\_\_\_\_ (Note: If the entire right proposed for transfer was not leased, additional evidence of use is needed for the portion not leased instream.); **OR**

☒ The water right is not subject to forfeiture and documentation that a presumption of forfeiture for non-use would be rebutted under ORS 540.610(2) is attached.

☐ Water has been used at the actual current point of diversion or appropriation for more than 10 years for Certificate # \_\_\_\_\_ (For Historic POD/POA Transfers)

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

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

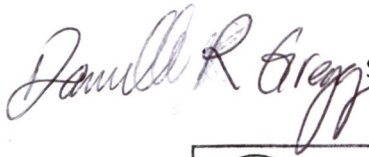
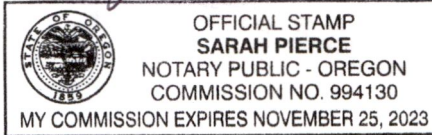
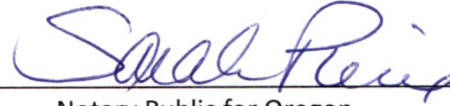
FEB 13 2023

OWRD

2/2/23

Signature of Affiant

Date


Signed and sworn to (or affirmed) before me this 2 day of Feb, 2023.


Notary Public for Oregon

My Commission Expires: 11-25-2023

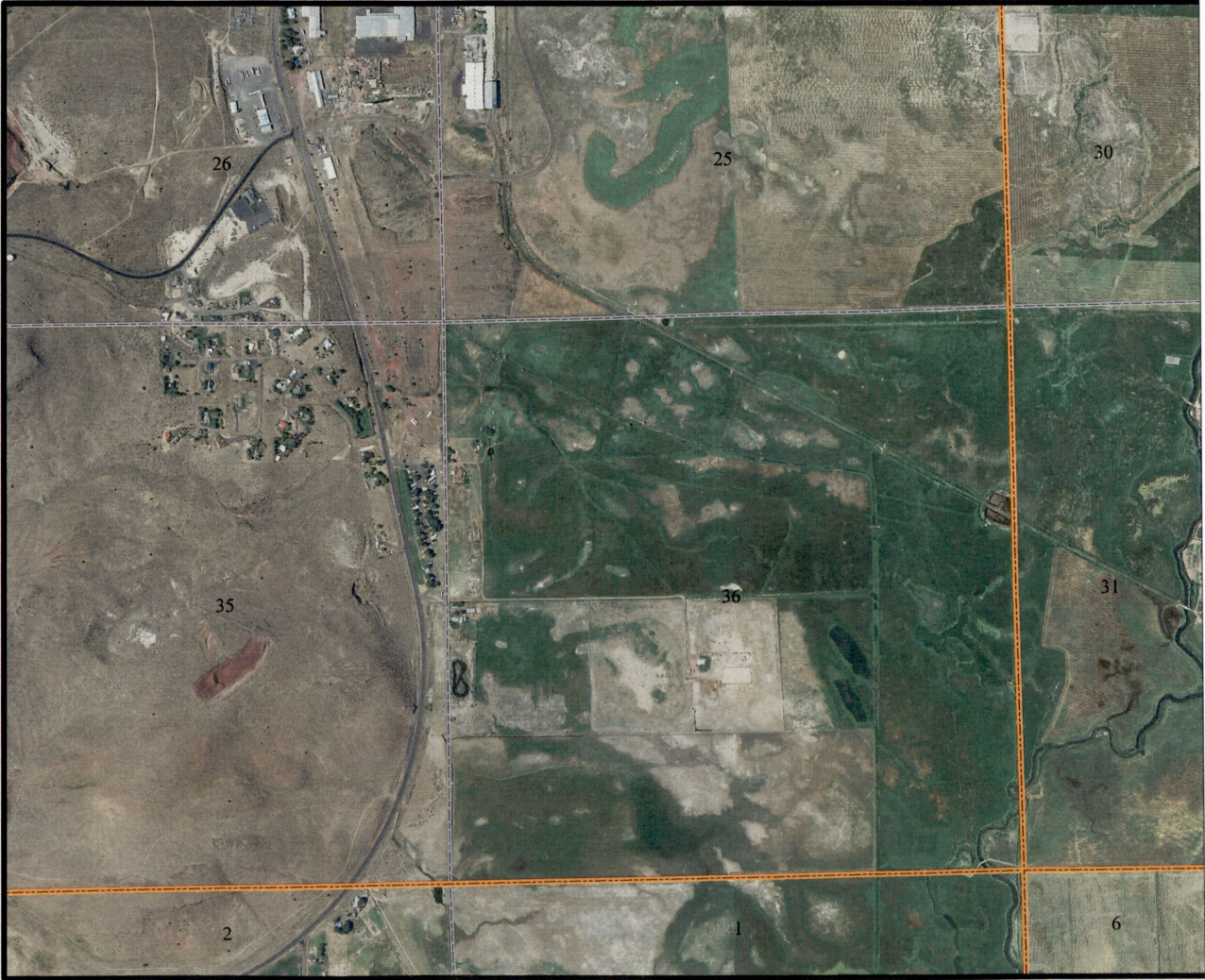
Supporting Documents	Examples
<input type="checkbox"/> Copy of a water right certificate that has been issued within the last five years. (not a remaining right certificate)	Copy of <b>confirming</b> water right certificate that shows issue date See attached copies of certificate & WRIS page indicating this water has been included in a pending transfer application since 2016 and is therefore not subject to forfeiture.
<input checked="" type="checkbox"/> Copies of receipts from sales of irrigated crops or for expenditures related to use of water	<ul style="list-style-type: none"> <li>• Power usage records for pumps associated with irrigation use</li> <li>• Fertilizer or seed bills related to irrigated crops</li> <li>• Farmers Co-op sales receipt</li> </ul>
<input checked="" type="checkbox"/> Records such as FSA crop reports, irrigation district records, NRCS farm management plan, or records of other water suppliers	<ul style="list-style-type: none"> <li>• District assessment records for water delivered</li> <li>• Crop reports submitted under a federal loan agreement</li> <li>• Beneficial use reports from district</li> <li>• IRS Farm Usage Deduction Report</li> <li>• Agricultural Stabilization Plan</li> <li>• CREP Report</li> </ul>
<input checked="" type="checkbox"/> Aerial photos containing sufficient detail to establish location and date of photograph	<p>Multiple photos can be submitted to resolve different areas of a water right. If the photograph does not print with a "date stamp" or without the source being identified, the date of the photograph and source should be added.</p> <p>Sources for aerial photos: OSU – <a href="http://www.oregonexplorer.info/imagery">www.oregonexplorer.info/imagery</a> OWRD – <a href="http://www.wrd.state.or.us">www.wrd.state.or.us</a> Google Earth – <a href="http://earth.google.com">earth.google.com</a> TerraServer – <a href="http://www.terra-server.com">www.terra-server.com</a></p>
<input type="checkbox"/> Approved Lease establishing beneficial use within the last 5 years	Copy of instream lease or lease number

# T23S R 30E, W.M.

June 2020 aerial imagery from NRCS Gateway website imported into ArcMap GIS software in statewide Lambert projection.



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DWR/D



0 0.25 0.5 1 Miles

14173

**Simplot Grower Solutions Ontario**

1700 SW 4th Street

Ontario OR 97914

(541)889-2353 Fax: (541)889-2511

Post Lic#: AG-L0129177CP0

**Invoice****705094602**

**Bill To:** CHRIS GREGG  
29724 HIGHWAY 20 W  
HINES, OR 97738

**Ship To:** CHRIS GREGG  
29724 HIGHWAY 20 W  
HINES, OR 97738

**Invoice Date** 02/28/2020  
**Due Date** 03/20/2020  
**Customer ID** 60843  
**Salesperson** smithw  
**Shipping Loc.** 1005  
**Field ID** all  
**Acres** 108  
**Ticket(s)** 370531333

**Comments:** ACW SPREAD / Marshall Lane

Quantity	Description	Unit Price	Total \$
Analysis: 46 - 0 - 0 - 0			
6.020 Tons	SSN-46N [T]	515.00 /Tons	3,100.30
108.000 Acre	THIRD-PARTY BROADCAST-NUTRITION [1A]	7.00 /Acre	756.00



This Invoice is subject to the Terms & Conditions of Sale on the back of this Invoice, which form an integral part of this Invoice and the agreement between Customer and Simplot Grower Solutions.

Customer will pay all amounts under this Invoice when due. If Customer fails to pay amounts due under this Invoice on the Net Due Date, Customer will be charged interest at a rate of 2.0% per month (24% per annum) or the maximum rate allowed by law, whichever is less, on any unpaid amounts accruing from the date after the Net Due Date unless otherwise approved by Simplot Grower Solutions in writing.

It is not necessary for this Invoice to be signed to be enforceable against Customer, including without limitation invoices for pest control, or application. By accepting these goods and/or services, Customer acknowledges and agrees that Customer understands and accepts the terms and conditions of this Invoice, including the Terms & Conditions of Sale.

**Sub Total** 3,856.30**Amount Due** 3,856.30**\*\* PAID BY JDF MULTI-USE \*\***

JDF Multi-use

3,856.30

Recommendation Was Made By or Provided to the Seller. Yes No

**CHRIS GREGG**

Pesticide # Andy Root AG-L1008673CPA Exp. Date 12/31/2020

**Invoice****705094602****14173**

## TERMS & CONDITIONS OF SALE

These Terms & Conditions of Sale govern the sale of goods and/or services (a "Product" or collectively, the "Products") by Simplot AB Retail, Inc. (dba Simplot Grower Solutions) ("Simplot") to the Customer indicated in this Invoice and are an integral part of the Invoice (collectively, the "Invoice").

**1. CUSTOMER OBLIGATIONS.** Customer represents and agrees that (a) it will load, handle, store, sell, transport, use and/or dispose of Products in compliance with all applicable federal, state, local and other laws and regulations, and in compliance with any applicable product specification sheet or similar document; (b) all transactions under this Invoice are for business and commercial purposes (not for personal, family or household purposes); (c) it is familiar with the characteristics, qualities and uses of Products covered by this Invoice and is not relying on Simplot to select the Product suitable for any particular purpose or to achieve a particular result; (d) it assumes all risk and liability for the use of Products, whether alone or in combination with other materials; and (e) it carries and will maintain insurance appropriate for its business.

**2. LIMITED WARRANTY; LIMITATION OF REMEDIES.** Simplot only warrants that when delivered, (a) goods Simplot manufactures will conform in material respects to its applicable product specification sheet, subject to industry recognized tolerances, and (b) services (which may include recommendations or advice) Simplot provides will conform in material respects to generally accepted practices for the industry. **CUSTOMER IS RESPONSIBLE FOR DECIDING IN ITS OWN DISCRETION WHETHER TO ACCEPT AND/OR IMPLEMENT SIMPLOT'S RECOMMENDATIONS OR ADVICE, AND CUSTOMER ACCEPTS ALL RISK AND LIABILITY FROM ACCEPTING, REJECTING, AND/OR IMPLEMENTING ANY RECOMMENDATION OR ADVICE SIMPLOT MAY PROVIDE. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, ALL GOODS AND SERVICES ARE SOLD "AS IS, WHERE IS" WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND; AND SIMPLOT DISCLAIMS ALL OTHER EXPRESS AND ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, SAFETY OR INFRINGEMENT, ANY WARRANTY THAT MAY ARISE FROM USAGE OF TRADE OR COURSE OF DEALING OR PERFORMANCE, AND ANY WARRANTY REGARDING THE USE OR RESULTS FROM USING SIMPLOT'S GOODS OR SERVICES.** Simplot provides no representation or warranty whatsoever about goods manufactured or services provided by others and the Customer agrees to look solely to the manufacturer or service provider for any remedy or liability in relation to such goods or services. Simplot does not represent or warrant the existence or scope of any other manufacturer's or service provider's warranty. Simplot may measure, sample and test Product at the loading location to determine the quantity and quality of Product delivered and unless there is obvious error the results will be treated as conclusive and binding as to the quantity and quality of Product loaded. If goods Simplot manufactures or services Simplot provides do not conform to this limited warranty, Customer's exclusive remedy is to receive a refund of the purchase price, or to receive a replacement of the nonconforming goods or services, whichever Simplot selects in its sole discretion. **THIS IS CUSTOMER'S SOLE REMEDY AND APPLIES EVEN IF IT FAILS OF ITS ESSENTIAL PURPOSE.** Simplot's limited warranty is subject to the following conditions: (i) Customer must submit a warranty claim to Simplot in writing within thirty (30) days after the date Customer knew or could reasonably have determined that the applicable goods or services did not conform to the limited warranty, (ii) Customer must preserve and make available to Simplot for inspection all physical and documentary evidence supporting Customer's warranty claim, (iii) Customer must have paid for the goods or services in full, and (iv) Customer must have complied with Section 1(a) above. When freight is arranged by Customer, title and risk of loss pass upon completion of loading the truck, trailer or other vehicle provided by Customer if loading occurs at a location not on a Simplot premises, or upon Customer leaving Simplot's gate if loading occurs on Simplot's premises. For truck deliveries, title and risk of loss pass at the FOB point at Simplot's terminal, warehouse or other facility.

**3. LIMITATION OF LIABILITY.** Neither Simplot and its related persons nor Customer will be liable for (a) special, indirect, incidental, consequential, punitive or exemplary damages; (b) compensation, reimbursement or damages for cover to obtain substitute performance, for business interruption, or because of any loss of anticipated business, sales or profit or prospective profits, or crop or property loss or damage; or (c) expenditures, investments, leases, property improvements or other matters related to business or goodwill. **TO THE GREATEST EXTENT PERMITTED BY LAW, SIMPLOT'S AND ITS RELATED PERSONS' AGGREGATE LIABILITY ARISING OUT OF THIS INVOICE FOR GOODS AND SERVICES SHALL NOT EXCEED THE PURCHASE PRICE CUSTOMER PAID FOR THE SPECIFIC GOOD OR SERVICE GIVING RISE TO THE CLAIM. THIS SECTION: (1) REFLECTS AN ALLOCATION OF RISK BETWEEN CUSTOMER AND SIMPLOT; AND (2) APPLIES EVEN IF CUSTOMER OR SIMPLOT HAS BEEN ADVISED OF THE POSSIBILITY OF THE DAMAGES DESCRIBED IN CLAUSES (a), (b) AND (c) OF THIS SECTION, AND REGARDLESS OF WHETHER THE CLAIM OR DAMAGES ARE BASED IN CONTRACT,**

**WARRANTY, STRICT LIABILITY, NEGLIGENCE, TORT, OR OTHERWISE. IF THIS LIMITATION OF LIABILITY IS UNENFORCEABLE OR FAILS OF ITS ESSENTIAL PURPOSE, SIMPLOT'S AND ITS RELATED PERSONS' SOLE LIABILITY FOR SUCH DAMAGES SHALL NOT EXCEED \$25,000 (USD).** Simplot's "related persons" are its affiliates (which are entities controlled by Simplot, under common control with Simplot, or controlling Simplot), and Simplot's and its affiliates' shareholders, officers, directors, employees, agents and representatives; but in all events exclude Customer (regardless of Customer's relationship to Simplot). Customer agrees that the limitations of this Section apply to any other person or entity that acquires, uses or is involved with Products purchased by the Customer.

**4. INDEMNITY.** Customer agrees to defend, protect, indemnify and hold harmless Simplot and its related persons from any loss, liability, damage, penalty, or expense (including attorneys' fees, settlement payments and costs to pursue insurance benefits) Simplot or its related persons incur directly or indirectly relating to or resulting from any claim, allegation, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or other, whether at law, in equity or otherwise, that Simplot, Customer or any third party assert in any way directly or indirectly related to, resulting from or caused by Customer's breach or failure to comply with these Terms & Conditions.

**5. ENTIRE AGREEMENT.** This Invoice prevails over any terms or conditions in any of Customer's documentation including, without limitation, Customer's purchase order, general terms and conditions or any other document Customer issues in connection with any purchase of Products, regardless whether or when submitted. Simplot's fulfillment of Customer's order does not constitute Simplot's acceptance of Customer's terms and conditions (all of which are hereby rejected) and does not modify or amend this Invoice. If Customer is approved by Simplot to purchase Products on credit, the terms and conditions of the credit sale control in the event of any conflict with these Terms & Conditions.

**6. PAYMENTS.** Simplot will apply payments and credits to fees and costs, finance charges, and other amounts Customer owes in Simplot's discretion, subject to applicable law. If Customer fails to pay Simplot amounts due under this Invoice within 30 days after the Net Due Date specified in the Invoice, Simplot may without notice, set off and recoup any amounts Simplot or any of its related persons owe to Customer by amounts Customer owes to Simplot or its related persons (regardless of whether such amounts are matured, liquidated or arising in connection with any other obligations). Customer will reimburse Simplot for reasonable costs and expenses Simplot incurs to collect this Invoice (including reasonable attorneys' fees, court costs and other costs of collection, whether incurred before, during or after litigation or bankruptcy proceedings, and collection agency fees). Simplot's rights and remedies are cumulative and non-exclusive.

**7. ARBITRATION; LITIGATION; JURY WAIVER; GOVERNING LAW. CUSTOMER AND SIMPLOT AGREE THAT ALL CLAIMS AND DISPUTES RELATED TO THE USE AND/OR PERFORMANCE OF ANY PRODUCT OR ANY PRODUCT'S COMPLIANCE WITH ANY WARRANTY, CONTRACT OR STATUTE, MUST BE RESOLVED BY BINDING ARBITRATION.** The arbitration will be conducted with the American Arbitration Association (see [www.adr.org](http://www.adr.org) for information) under its Commercial Arbitration Rules by a single neutral arbitrator. Customer and Simplot may seek interim equitable and injunctive relief without waiving the right to compel arbitration. Simplot will reimburse Customer for Customer's filing fee with the American Arbitration Association, hearing fees and arbitrator compensation. The dispute will not be consolidated with any other matters or joined with any other cases or parties. If, however, this waiver of class or consolidated actions is deemed invalid or unenforceable, neither Customer nor Simplot are entitled to arbitrate the claims for which this waiver is not effective and instead all such claims and disputes will be resolved in any court having jurisdiction. Any claims and disputes related to payment of amounts due under this Invoice, and any other claim or dispute that is not or cannot be arbitrated, will instead be litigated in any court having jurisdiction. **TO THE FULLEST EXTENT NOT PROHIBITED BY LAW, CUSTOMER AND SIMPLOT WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO THIS INVOICE, AND THE OBLIGATIONS AND TRANSACTIONS ARISING UNDER OR CONNECTED TO THEM. CUSTOMER AND SIMPLOT EACH REPRESENT TO THE OTHER THAT THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY GIVEN.** This Invoice will be governed by Idaho law without regard to its conflict of laws provisions (and the portions of this Section related to arbitration will be governed by the Federal Arbitration Act).

**8. MISCELLANEOUS.** The Invoice is binding upon and will endure to the benefit of the Customer and Simplot and their respective successors and permitted assigns. A waiver by Simplot of any provision of this Invoice shall not prejudice or constitute a waiver of Simplot's right otherwise to demand strict compliance with that provision or any other provision of this Invoice. Time is of the essence of this Invoice.

**Simplot Grower Solutions Ontario**

1700 SW 4th Street

Ontario, OR 97914

(541)889-2353 Fax: (541)889-2511

Lic#: AG-L0129177CP0



GROWER SOLUTIONS

**Invoice****705094601****Bill To:** CHRIS GREGG  
29724 HIGHWAY 20 W  
HINES, OR 97738**Ship To:** CHRIS GREGG  
29724 HIGHWAY 20 W  
HINES, OR 97738**Invoice Date** 02/28/2020  
**Due Date** 03/20/2020**Customer ID** 60843**Salesperson** smithw  
**Shipping Loc.** 1005  
**Field ID** all**Acres** 121  
**Ticket(s)** 370531338**Comments:** ACW SPREAD / Home

Quantity	Description	Unit Price	Total \$
Analysis: 30 - 0 - 0 - 14			
4.014 Tons	SSN-46N [T]	515.00 /Tons	2,067.21
6.176 Tons	21-00-00 AMM SUL-REG [T]	350.00 /Tons	2,161.60
10.190 Tons	BLENDING-NUTRITION [T]	2.50 /Tons	25.48
121.000 Acre	THIRD-PARTY BROADCAST-NUTRITION [1A]	7.00 /Acre	847.00

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GROWER SOLUTIONS

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Customer will pay all amounts under this Invoice when due. If Customer fails to pay amounts due under this Invoice on the Net Due Date, Customer will be charged interest at a rate of 2.0% per month (24% per annum) or the maximum rate allowed by law, whichever is less, on any unpaid amounts accruing from the date after the Net Due Date unless otherwise approved by Simplot Grower Solutions in writing.

It is not necessary for this Invoice to be signed to be enforceable against Customer, including without limitation invoices for custom spreading or application. By accepting these goods and/or services, Customer acknowledges and agrees that Customer understands and accepts the terms and conditions of this Invoice, including the Terms & Conditions of Sale.

**Sub Total** 5,101.29**Amount Due** 5,101.29  
**\*\* PAID BY JDF MULTI-USE \*\***

JDF Multi-use

5,101.29

Recommendation Was Made By or Provided to the Seller. Yes No

**CHRIS GREGG**

Pesticide # Andy Root AG-L1008673CPA Exp. Date 12/31/2020

**Invoice****705094601**

14173

## TERMS & CONDITIONS OF SALE

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**1. CUSTOMER OBLIGATIONS.** Customer represents and agrees that (a) it will load, handle, store, sell, transport, use and/or dispose of Products in compliance with all applicable federal, state, local and other laws and regulations, and in compliance with any applicable product specification sheet or similar document; (b) all transactions under this Invoice are for business and commercial purposes (not for personal, family or household purposes); (c) it is familiar with the characteristics, qualities and uses of Products covered by this Invoice and is not relying on Simplot to select the Product suitable for any particular purpose or to achieve a particular result; (d) it assumes all risk and liability for the use of Products, whether alone or in combination with other materials; and (e) it carries and will maintain insurance appropriate for its business.

**2. LIMITED WARRANTY; LIMITATION OF REMEDIES.** Simplot only warrants that when delivered: (a) goods Simplot manufactures will conform in material respects to its applicable product specification sheet, subject to industry recognized tolerances, and (b) services (which may include recommendations or advice) Simplot provides will conform in material respects to generally accepted practices for the industry. **CUSTOMER IS RESPONSIBLE FOR DECIDING IN ITS OWN DISCRETION WHETHER TO ACCEPT AND/OR IMPLEMENT SIMPLOT'S RECOMMENDATIONS OR ADVICE, AND CUSTOMER ACCEPTS ALL RISK AND LIABILITY FROM ACCEPTING, REJECTING, AND/OR IMPLEMENTING ANY RECOMMENDATION OR ADVICE SIMPLOT MAY PROVIDE. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, ALL GOODS AND SERVICES ARE SOLD "AS IS, WHERE IS" WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND; AND SIMPLOT DISCLAIMS ALL OTHER EXPRESS AND ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, SAFETY OR INFRINGEMENT, ANY WARRANTY THAT MAY ARISE FROM USAGE OF TRADE OR COURSE OF DEALING OR PERFORMANCE, AND ANY WARRANTY REGARDING THE USE OR RESULTS FROM USING SIMPLOT'S GOODS OR SERVICES.** Simplot provides no representation or warranty whatsoever about goods manufactured or services provided by others and the Customer agrees to look solely to the manufacturer or service provider for any remedy or liability in relation to such goods or services. Simplot does not represent or warrant the existence or scope of any other manufacturer's or service provider's warranty. Simplot may measure, sample and test Product at the loading location to determine the quantity and quality of Product delivered and unless there is obvious error the results will be treated as conclusive and binding as to the quantity and quality of Product loaded. If goods Simplot manufactures or services Simplot provides do not conform to this limited warranty, Customer's exclusive remedy is to receive a refund of the purchase price, or to receive a replacement of the nonconforming goods or services, whichever Simplot selects in its sole discretion. **THIS IS CUSTOMER'S SOLE REMEDY AND APPLIES EVEN IF IT FAILS OF ITS ESSENTIAL PURPOSE.** Simplot's limited warranty is subject to the following conditions: (i) Customer must submit a warranty claim to Simplot in writing within thirty (30) days after the date Customer knew or could reasonably have determined that the applicable goods or services did not conform to the limited warranty, (ii) Customer must preserve and make available to Simplot for inspection all physical and documentary evidence supporting Customer's warranty claim, (iii) Customer must have paid for the goods or services in full, and (iv) Customer must have complied with Section 1(a) above. When freight is arranged by Customer, title and risk of loss pass upon completion of loading the truck, trailer or other vehicle provided by Customer if loading occurs at a location not on a Simplot premises, or upon Customer leaving Simplot's gate if loading occurs on Simplot's premises. For truck deliveries, title and risk of loss pass at the FOB point at Simplot's terminal, warehouse or other facility.

**3. LIMITATION OF LIABILITY.** Neither Simplot and its related persons nor Customer will be liable for (a) special, indirect, incidental, consequential, punitive or exemplary damages; (b) compensation, reimbursement or damages for cover to obtain substitute performance, for business interruption, or because of any loss of anticipated business, sales or profit or prospective profits, or crop or property loss or damage; or (c) expenditures, investments, leases, property improvements or other matters related to business or goodwill. **TO THE GREATEST EXTENT PERMITTED BY LAW, SIMPLOT'S AND ITS RELATED PERSONS' AGGREGATE LIABILITY ARISING OUT OF THIS INVOICE FOR GOODS AND SERVICES SHALL NOT EXCEED THE PURCHASE PRICE CUSTOMER PAID FOR THE SPECIFIC GOOD OR SERVICE GIVING RISE TO THE CLAIM. THIS SECTION: (1) REFLECTS AN ALLOCATION OF RISK BETWEEN CUSTOMER AND SIMPLOT; AND (2) APPLIES EVEN IF CUSTOMER OR SIMPLOT HAS BEEN ADVISED OF THE POSSIBILITY OF THE DAMAGES DESCRIBED IN CLAUSES (a), (b) AND (c) OF THIS SECTION, AND REGARDLESS OF WHETHER THE CLAIM OR DAMAGES ARE BASED IN CONTRACT,**

**WARRANTY, STRICT LIABILITY, NEGLIGENCE, TORT, OR OTHERWISE. IF THIS LIMITATION OF LIABILITY IS UNENFORCEABLE OR FAILS OF ITS ESSENTIAL PURPOSE, SIMPLOT'S AND ITS RELATED PERSONS' SOLE LIABILITY FOR SUCH DAMAGES SHALL NOT EXCEED \$25,000 (USD).** Simplot's "related persons" are its affiliates (which are entities controlled by Simplot, under common control with Simplot, or controlling Simplot), and Simplot's and its affiliates' shareholders, officers, directors, employees, agents and representatives; but in all events exclude Customer (regardless of Customer's relationship to Simplot). Customer agrees that the limitations of this Section apply to any other person or entity that acquires, uses or is involved with Products purchased by the Customer.

**4. INDEMNITY.** Customer agrees to defend, protect, indemnify and hold harmless Simplot and its related persons from any loss, liability, damage, penalty, or expense (including attorneys' fees, settlement payments and costs to pursue insurance benefits) Simplot or its related persons incur directly or indirectly relating to or resulting from any claim, allegation, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or other, whether at law, in equity or otherwise, that Simplot, Customer or any third party assert in any way directly or indirectly related to, resulting from or caused by Customer's breach or failure to comply with these Terms & Conditions.

**5. ENTIRE AGREEMENT.** This Invoice prevails over any terms or conditions in any of Customer's documentation including, without limitation, Customer's purchase order, general terms and conditions or any other document Customer issues in connection with any purchase of Products, regardless of when submitted. Simplot's fulfillment of Customer's order does not constitute Simplot's acceptance of Customer's terms and conditions (all of which are hereby rejected) and does not modify or amend this Invoice. If Customer is approved by Simplot to purchase Products on credit, the terms and conditions of the credit sale control in the event of any conflict with these Terms & Conditions.

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**Simplot Grower Solutions Ontario**

1700 SW 4th Street

Ontario OR 97914

(541)889-2353 Fax: (541)889-2511

Pest Lic#: AG-L012200CPA



GROWER SOLUTIONS

**Invoice****705103100**

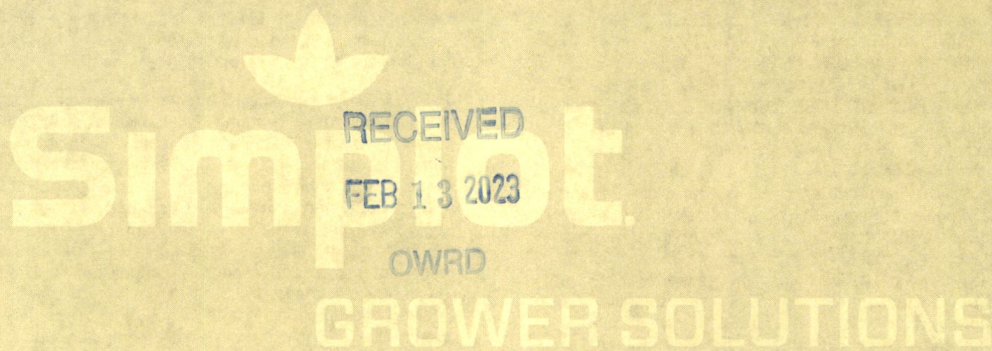
Invoice Date	04/22/2021
Due Date	05/20/2021 C__Standard20th
Customer ID	60843
Salesperson	smithw
Shipping Loc.	1005
Field ID	all
Acres	108
Ticket(s)	370534027

**Bill To:** CHRIS GREGG  
29724 HIGHWAY 20 W  
HINES, OR 97738

**Ship To:** CHRIS GREGG  
29724 HIGHWAY 20 W  
HINES, OR 97738

**Comments:** ACW/ Marshall Lane

Quantity	Description	Unit Price	Total \$
Analysis: 46 - 0 - 0 - 0			
7.240 Tons	SSN-46N [T]	605.00 /Tons	4,380.20
108.000 Acre	THIRD-PARTY BROADCAST-NUTRITION [1A]	7.50 /Acre	810.00



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It is not necessary for this Invoice to be signed to be enforceable against Customer, including without limitation invoices for custom spraying or application. By accepting these goods and/or services, Customer acknowledges and agrees that Customer understands and accepts the terms and conditions of this Invoice, including the Terms & Conditions of Sale.

**Sub Total** 5,190.20**Amount Due** 5,190.20  
**\*\* PAID IN FULL \*\***

John Deere Cr

5,190.20

Recommendation Was Made By or Provided to the Seller. Yes No

**CHRIS GREGG**

Pesticide # Andy Root AG-L1012200CPA/Eric Exp. Date 12/31/2021

**Invoice****705103100****14173**

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**Simplot Grower Solutions Ontario**

1700 SW 4th Street

Ontario OR 97914

(541)889-2353 Fax: (541)889-2511

Pest Lic#: AG-L0129177CP0



GROWER SOLUTIONS

**Invoice****705103616**

Invoice Date	05/12/2021
Due Date	06/20/2021 C__Standard20th
Customer ID	60843
Salesperson	smithw
Shipping Loc.	1005
Field ID	all
Acres	120
Ticket(s)	370534118

**Bill To:** CHRIS GREGG  
29724 HIGHWAY 20 W  
HINES, OR 97738

**Ship To:** CHRIS GREGG  
29724 HIGHWAY 20 W  
HINES, OR 97738

**Comments:** ACW SPREAD / Home 1 & 2

Quantity	Description	Unit Price	Total \$
Analysis: 30 - 0 - 0 - 14			
3.951 Tons	SSN-46N [T]	605.00 /Tons	2,390.36
6.079 Tons	21-00-00 AMM SUL-REG [T]	370.00 /Tons	2,249.23
10.030 Tons	BLENDING-NUTRITION [T]	4.20 /Tons	42.13
120.000 Acre	THIRD-PARTY BROADCAST-NUTRITION [1A]	7.50 /Acre	900.00



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**Sub Total 5,581.72****Amount Due 5,581.72**  
**\*\* PAID IN FULL \*\***

John Deere Cr

5,581.72

Recommendation Was Made By or Provided to the Seller. Yes No

**CHRIS GREGG**

Pesticide # Andy Root AG-L1012200CPA/Eric Exp. Date 12/31/2021

**Invoice****705103616****14173**

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**5. ENTIRE AGREEMENT.** This Invoice prevails over any terms or conditions in any of Customer's documentation including, without limitation, Customer's purchase order, general terms and conditions or any other document Customer issues in connection with any purchase of Products, regardless of when submitted. Simplot's fulfillment of Customer's order does not constitute Simplot's acceptance of Customer's terms and conditions (all of which are hereby rejected) and does not modify or amend this Invoice. If Customer is approved by Simplot to purchase Products on credit, the terms and conditions of the credit sale control in the event of any conflict with these Terms & Conditions.

**6. PAYMENTS.** Simplot will apply payments and credits to fees and costs, finance charges, and other amounts Customer owes in Simplot's discretion, subject to applicable law. If Customer fails to pay Simplot amounts due under this Invoice within 30 days after the Net Due Date specified in the Invoice, Simplot may without notice, set off and recoup any amounts Simplot or any of its related persons owe to Customer by amounts Customer owes to Simplot or its related person (regardless of whether such amounts are matured, liquidated or arising connection with any other obligations). Customer will reimburse Simplot for reasonable costs and expenses Simplot incurs to collect this Invoice (including reasonable attorneys' fees, court costs and other costs of collection, whether incurred before, during or after litigation or bankruptcy proceedings, and collection agency fees). Simplot's rights and remedies are cumulative and non-exclusive.

**7. ARBITRATION; LITIGATION; JURY WAIVER; GOVERNING LAW. CUSTOMER AND SIMPLOT AGREE THAT ALL CLAIMS AND DISPUTES RELATED TO THE USE AND/OR PERFORMANCE OF ANY PRODUCT OR ANY PRODUCT'S COMPLIANCE WITH ANY WARRANTY, CONTRACT OR STATUTE, MUST BE RESOLVED BY BINDING ARBITRATION.** The arbitration will be conducted with the American Arbitration Association (see [www.adr.org](http://www.adr.org) for information) under its Commercial Arbitration Rules by a single neutral arbitrator. Customer and Simplot may seek interim equitable and injunctive relief without waiving the right to compel arbitration. Simplot will reimburse Customer for Customer's filing fee with the American Arbitration Association, hearing fees and arbitrator compensation. The dispute will not be consolidated with any other matters or joined with any other cases or parties. If, however, this waiver of class or consolidated actions is deemed invalid or unenforceable, neither Customer nor Simplot are entitled to arbitrate the claims for which this waiver is not effective and instead all such claims and disputes will be resolved in any court having jurisdiction. Any claims and disputes related to payment of amounts due under this Invoice, and any other claim or dispute that is not or cannot be arbitrated, will instead be litigated in any court having jurisdiction. **TO THE FULLEST EXTENT NOT PROHIBITED BY LAW, CUSTOMER AND SIMPLOT WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO THIS INVOICE, AND THE OBLIGATIONS AND TRANSACTIONS ARISING UNDER OR CONNECTED TO THEM. CUSTOMER AND SIMPLOT EACH REPRESENT TO THE OTHER THAT THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY GIVEN.** This Invoice will be governed by Idaho law without regard to its conflict of laws provisions (and the portions of this Section related to arbitration will be governed by the Federal Arbitration Act).

**8. MISCELLANEOUS.** The Invoice is binding upon and will endure to the benefit of the Customer and Simplot and their respective successors and permitted assigns. A waiver by Simplot of any provision of this Invoice shall not prejudice or constitute a waiver of Simplot's right otherwise to demand strict compliance with that provision or any other provision of this Invoice. Time is of the essence of this Invoice.

<b>CCC-452</b> (06-14-19)		<b>U.S. DEPARTMENT OF AGRICULTURE</b> Commodity Credit Corporation  <b>NAP ACTUAL PRODUCTION HISTORY AND APPROVED YIELD RECORD FOR 2019 AND SUBSEQUENT YEARS</b>		1A. COUNTY FSA OFFICE NAME AND ADDRESS (Including Zip code) HARNEY COUNTY FARM SERVICE AGENCY  P O BOX 1200 HINES, OR 97738-1200  TELEPHONE NO. (Area code) (541)573-6446 x2	
2. CROP YEAR <div style="text-align: center;">2022</div>		3. UNIT NO. <div style="text-align: center;">1293</div>		1B. STATE & COUNTY CODE <div style="text-align: center;">41 025</div>	
4. Producer(s) Name (1) GREGG, DANIELLE RENAE					
5. Crop Name <div style="text-align: center;">GRASS</div>	6. Crop Type <div style="text-align: center;">NAG</div>	7. Planting Period <div style="text-align: center;">01</div>	8. Practice <div style="text-align: center;">I</div>	9. Intended Use <div style="text-align: center;">FG</div>	10. Organic Status <div style="text-align: center;">Conventional</div>
11. Native Sod <div style="text-align: center;">NO</div>		12. Unit of Measure <div style="text-align: center;">TON</div>			
13. Do Yield Limitation Rules Apply? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		14. County Yield/T-Yield <div style="text-align: center;">1.77</div>	15. Prior Appr Yield <div style="text-align: center;">1.24</div>	16. If Applicable, COC Adjusted T-Yield and Reason Code 16A. Adjusted T-Yield 16B. Reason Code:	
				16C. Date of COC Minutes	
17. APH Crop Year	18. Eligible Disaster?	19. Eligible Acres	20. Actual Production	21. Record Type	22. Yield Type
2021	Y	530.5300	325.50	5	R
2020		530.5300			P
2019	N	530.5300	1020.00	5	A
2018	Y	532.6200	655.00	5	A
2017	N	421.0000	750.00	5	A
2016	N	421.0000	475.50	5	A
2015	N	421.0000	410.00	5	A
2014	N	420.9100	287.00	5	A
<b>RECORD TYPES:</b> 1 - Production sold/commercial storage      2 - On farm storage, measurement      3 - Livestock feeding records 4 - Appraisal      5 - Other ( See Remarks )					22. Total 9.83
<b>Remarks</b> Producer certified to 325.50 tons on 418.91 acres for crop year 2021. Approved yield of 1.23.					

I hereby certify that the information included on this form includes a complete and accurate record of actual record of actual production history. The actual production history is accurately identified to the unit, crop and crop years shown. I understand that the information on this form may be spot checked and failure to certify accurately may result in a loss of program benefits. Additionally, I direct the purchaser, warehouse operator, ginner, or any person who otherwise stores or purchases crop production identified on this form to disclose those storage or purchase records of the identified crop to USDA representatives for the purpose of verification of production. I understand that the payment yield may be different than the approved yield if the unit acreage increases or plant density changes.

**APPROVED YIELD 1.23**

	Signature	Date
Producer		
COC Representative		

The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a - as amended). The authority for requesting the information identified on this form is 7 CFR Part 1437, the Commodity Credit Corporation Charter Act (15 U.S.C. 714 et seq.), and the Agriculture Improvement Act of 2018 (Pub. L. 115-334). The information will be used to determine eligibility to participate in and receive benefits under the Noninsured Crop Disaster Assistance Program (NAP). The information collected on this form may be disclosed to other Federal, State, Local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in applicable Routine Uses identified in the System of Records Notice for USDA/FSA-2, Farm Records File (Automated). Providing the requested information is voluntary. However, failure to furnish the requested information will result in a determination of ineligibility to participate in and receive benefits under the Noninsured Crop Disaster Assistance Program (NAP).

Paperwork Reduction Act Statement: The information collection is exempted from PRA as specified in 7 U.S.C. 9091(2)(c)(B).

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number for this information collection is 0560-0175. The time required to complete this information collection is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.

The U.S. Department of Agriculture (USDA) prohibits discrimination against its customers, employees, and applicants for employment on the basis of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.) Persons with disabilities, who wish to file a program complaint, write to the address below or if you require alternative means of communication for program information (e.g., Braille, large print, audiotape, etc.) please contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). Individuals who are deaf, hard of hearing, or have speech disabilities and wish to file either an EEO or program complaint, please contact USDA through the Federal Relay Service at (800) 877-8339 or (800) 845-6136 (in Spanish).

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter by mail to U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at [program.intake@usda.gov](mailto:program.intake@usda.gov). USDA is an equal opportunity provider and employer.

14173

# Permanent Transfer Application Intake Completion Checklist

Check the Certificate(s) in WRIS

Transfer # T- 14173

Checked by: <u>Aula</u>	<b>Type of Change(s)</b> <b>Proposed:</b> <i>Mark the Proposed Changes</i>	Substitution	Supplemental to Primary	<input checked="" type="checkbox"/> POU	<input type="checkbox"/> POD	<input type="checkbox"/> APOD
Date: <u>2/17/23</u>		Gov Action	Surface to Ground	<input checked="" type="checkbox"/> USE	<input checked="" type="checkbox"/> POA	<input checked="" type="checkbox"/> APOA
Fee Received: <u>6070.00</u>						
Calculated Fee: <u>6070.00</u>				How many rights to be Transferred? Certificate # <u>90309</u>		
Additional Observations:						

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

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

OR: ☐ If all boxes to the left are **NOT** checked, then this application is deficient and **CANNOT** be accepted.  
It should be returned and the **deficiencies listed in the "staff" section at the bottom of Application Page 1, unless** the applicant or agent can resolve the deficiencies within 2-3 days.

Actions taken: \_\_\_\_\_ Date: \_\_\_\_\_



ALL POINTS  
ENGINEERING & SURVEYING

P.O. Box 767  
Terrebonne, Oregon 97760

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FEB 13 2023  
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TRANSMITTAL

To:  
Oregon Water Resources Department  
725 Summer St. NE Suite A  
Salem, OR 97301-1266

Date: 2/9/2023 Job: 22-080

Attention: Transfer Section

Re: Application for Transfer

☒ Prints ☐ Plans ☒ Map/Plat ☐ Specifications ☐ Change order ☒ Other

Copies	No.	Description
1	1	Application (11 sheets letter bond)
1	2	LUCS (4 sheets letter bond)
1	3	Use Affidavit (13 sheets letter bond)
1	4	Map (4 sheets letter bond)
1	5	Well Reports (3 sheets letter bond)
1	6	Application for Reimbursement Authority Estimate (1 sheet letter bond)

These are transmitted as checked below:

☒ For OWRD approval ☐ Approved as submitted ☐ Approved as noted  
☐ Copies for distribution ☐ Returned for corrections ☐ Returned corrected prints  
☒ Review and comment ☐ For bids due ☐ Other

Remarks:

Check for transfer fee was split proportionately between the applicants. Thanks and if you have questions please don't hesitate to call (541) 548-5833.

Signed:  \_\_\_\_\_

14173

# Application for Water Right Transfer

## Evidence of Use Affidavit



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

State of Oregon )  
 ) ss

County of HARNEY)

I, ANDY ROOT, in my capacity as MANAGER OF RATTLESNAKE CREEK LAND & CATTLE CO, LLC,

mailing address 524 HWY 20 N, HINES, OR 97738

telephone number (541)573-3615, being first duly sworn depose and say:

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1. My knowledge of the exercise or status of the water right is based on (check one):

☒ Personal observation

☐ Professional expertise

2. I attest that:

☐ Water was used during the previous five years on the **entire** place of use for Certificate # \_\_\_\_\_; **OR**

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

Certificate #	Township	Range	Mer	Sec	¼ ¼	Gov't Lot or DLC	Acres (if applicable)

**OR**

☐ Confirming Certificate # \_\_\_\_\_ has been issued within the past five years; **OR**

☐ Part or all of the water right was leased instream at some time within the last five years. The instream lease number is: \_\_\_\_\_ (Note: If the entire right proposed for transfer was not leased, additional evidence of use is needed for the portion not leased instream.); **OR**

☒ The water right is not subject to forfeiture and documentation that a presumption of forfeiture for non-use would be rebutted under ORS 540.610(2) is attached. See attached confirming certificate 90309, which was issued on 5/11/2015, and attached printout of WRIS page for Transfer T-12359, which includes the same water & has been pending since 4/28/2016. Pursuant to ORS 540.610(2)(m), Certificate 90309 is not subject to forfeiture.

☐ Water has been used at the actual current point of diversion or appropriation for more than 10 years for Certificate # \_\_\_\_\_ (For Historic POD/POA Transfers)

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

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. No documentation needed other than the attached copy of confirming certificate 90309 (issued in 2015) and WRIS printout demonstrating that this water has been included in a pending transfer application since 2016.

  
\_\_\_\_\_  
Signature of Affiant

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1-10-23  
\_\_\_\_\_  
Date

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Signed and sworn to (or affirmed) before me this 10 day of Jan, 2023.



  
\_\_\_\_\_  
Notary Public for Oregon

My Commission Expires: 11-25-2023

Supporting Documents	Examples
<input checked="" type="checkbox"/> Copy of a water right certificate that has been issued within the last five years. (not a remaining right certificate)	Copy of <b>confirming</b> water right certificate that shows issue date See attached copies of certificate & WRIS page indicating this water has been included in a pending transfer application since 2016 and is therefore not subject to forfeiture.
<input type="checkbox"/> Copies of receipts from sales of irrigated crops or for expenditures related to use of water	<ul style="list-style-type: none"><li>• Power usage records for pumps associated with irrigation use</li><li>• Fertilizer or seed bills related to irrigated crops</li><li>• Farmers Co-op sales receipt</li></ul>
<input type="checkbox"/> Records such as FSA crop reports, irrigation district records, NRCS farm management plan, or records of other water suppliers	<ul style="list-style-type: none"><li>• District assessment records for water delivered</li><li>• Crop reports submitted under a federal loan agreement</li><li>• Beneficial use reports from district</li><li>• IRS Farm Usage Deduction Report</li><li>• Agricultural Stabilization Plan</li><li>• CREP Report</li></ul>
<input type="checkbox"/> 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 – <a href="http://www.oregonexplorer.info/imagery">www.oregonexplorer.info/imagery</a> OWRD – <a href="http://www.wrd.state.or.us">www.wrd.state.or.us</a> Google Earth – <a href="http://earth.google.com">earth.google.com</a> TerraServer – <a href="http://www.terra-server.com">www.terra-server.com</a>
<input type="checkbox"/> Approved Lease establishing beneficial use within the last 5 years	Copy of instream lease or lease number

STATE OF OREGON

COUNTY OF HARNEY

CERTIFICATE OF WATER RIGHT

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THIS CERTIFICATE ISSUED TO

CHRISTOPHER AND DANIELLE GREGG  
29724 HIGHWAY 20 WEST  
HINES OR 97738

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FEB 13 2023

RATTLESNAKE CREEK LAND & CATTLE COMPANY  
524 HIGHWAY 20 N  
HINES OR 97738

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confirms the right to use the waters of WELL 2 in the WEST FORK SILVIES RIVER BASIN for IRRIGATION OF 6.7 ACRES, SUPPLEMENTAL IRRIGATION OF 446.8 ACRES, AND INDUSTRIAL USE (GEOTHERMAL HEATING)

This right was perfected under Permit G-13485. The date of priority is NOVEMBER 24, 1997. The amount of water to which this right is entitled is limited to an amount actually used beneficially, and shall not exceed a maximum cumulative total of 3.23 CUBIC FEET PER SECOND (CFS), BEING 0.08 CFS FOR IRRIGATION, 3.23 CFS FOR SUPPLEMENTAL IRRIGATION, AND 3.23 CFS FOR INDUSTRIAL USE (GEOTHERMAL HEATING), or its equivalent in case of rotation, measured at the well.

The period of use is year round for INDUSTRIAL USE (GEOTHERMAL HEATING) and March 1 through September 1 for IRRIGATION

The well is located as follows:

Twp	Rng	Mer	Sec	Q-Q	Measured Distances
23 S	30 E	WM	26	NE SE	WELL 2 - 2544 FEET NORTH AND 907 FEET WEST FROM SE CORNER, SECTION 26

The amount of water used for irrigation, together with the amount secured under any other right existing for the same lands, is limited to a diversion of ONE-EIGHTIETH of one cubic foot per second (or its equivalent) and 3.0 acre-feet per acre irrigated during the irrigation season of each year.

A description of the place of use is as follows:

INDUSTRIAL USE (GEOTHERMAL HEATING)				
Twp	Rng	Mer	Sec	Q-Q
23 S	30 E	WM	26	SE NE

**NOTICE OF RIGHT TO PETITION FOR RECONSIDERATION OR JUDICIAL REVIEW**

This is an order in other than a contested case. This order is subject to judicial review under ORS 183.484 and ORS 536.075. Any petition for judicial review must be filed within the 60-day time period specified by ORS 183.484(2). Pursuant to ORS 183.484, ORS 536.075 and OAR 137-004-0080, you may petition for judicial review and 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. In addition, under ORS 537.260 any person with an application, permit or water right certificate subsequent in priority may jointly or severally contest the issuance of the certificate within three months after issuance of the certificate.

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IRRIGATION					
Twp	Rng	Mer	Sec	Q-Q	Acres
23 S	30 E	WM	36	NE NW	3.7
23 S	30 E	WM	36	SW NW	3.0

SUPPLEMENTAL IRRIGATION					
Twp	Rng	Mer	Sec	Q-Q	Acres
23 S	30 E	WM	36	NE NE	40.0
23 S	30 E	WM	36	NW NE	38.0
23 S	30 E	WM	36	SW NE	40.0
23 S	30 E	WM	36	SE NE	38.0
23 S	30 E	WM	36	NE NW	34.8
23 S	30 E	WM	36	NW NW	33.0
23 S	30 E	WM	36	SW NW	23.0
23 S	30 E	WM	36	SE NW	40.0
23 S	30 E	WM	36	NE SW	40.0
23 S	30 E	WM	36	NE SE	40.0
23 S	30 E	WM	36	NW SE	40.0
23 S	30 E	WM	36	SE SE	40.0

Measurement, recording and reporting conditions:

- A. The water user shall maintain the meter or measuring device in good working order, shall keep a complete record of the amount of water used each month, and shall submit a report which includes the recorded water use measurements to the Department annually or more frequently as may be required by the Director. Further, the Director may require the water user to report general water-use information, including the place and nature of use of water under the right.
- B. The water user shall allow the watermaster access to the meter or measuring device; provided however, where the meter or measuring device is located within a private structure, the watermaster shall request access upon reasonable notice.

If substantial interference with a senior water right occurs due to withdrawal of water from any well listed on this right, then use of water from the well(s) shall be discontinued or reduced and/or the schedule of withdrawal shall be regulated until or unless the Department approves or implements an alternative administrative action to mitigate the interference. The Department encourages junior and senior appropriators to jointly develop plans to mitigate interference.

The use of water for geothermal heating is junior in priority to all subsequent rights for beneficial consumptive use and to those rights using standard low-temperature geothermal effluent disposal systems. This condition shall not apply if a standard disposal system is installed and operated as part of this project.

This right is limited to any deficiency in the available supply of any prior right existing for the same land.

The well shall be maintained in accordance with the General Standards for the Construction and Maintenance of Water Wells in Oregon. The works shall be equipped with a useable access port, and may also include an air line and pressure gauge adequate to determine water level elevation in the wells at all times.

The Director may require water level or pump test results every ten years.

Failure to comply with any of the provisions of this right may result in action including, but not limited to, restrictions on the use, civil penalties, or cancellation of the right.

This right is for the beneficial use of water without waste. The water user is advised that new regulations may require the use of best practical technologies or conservation practices to achieve this end.

By law, the land use associated with this water use must be in compliance with statewide land-use goals and any local acknowledged land-use plan.

The use of water shall be limited when it interferes with any prior surface or ground water rights.

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

Issued MAY 11 2015



Dwight French  
Water Right Services Division Administrator, for  
Thomas M. Byler, Director  
Oregon Water Resources Department

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Oregon Water Resources Department  
Water Rights Information Query T-12359

🏠 Main    ? Help  
🕒 Return    📄 Contact Us

Contact Information

(Click to Collapse...)

Transfer Information

(Click to Collapse...)



▼ Contact information

- AGENT:  
▶ SCOTT MONTGOMERY  
PO BOX 767  
TERREBONNE, OR 97760
- APPLICANT:  
▶ RATTLESNAKE CREEK LAND AND CATTLE CO. LLC  
ANDY ROOT  
524 HWY 20 N  
HINES, OR 97738
- LOCAL GOVERNMENT:  
▶ HARNEY COUNTY PLANNING DEPARTMENT  
360 N. ALVORD  
BURNS, OR 97720

▼ Status

- ▶ **Type:** Regular Transfer
- ▶ **Status:** Under Review
- ▶ **Begin Date:** n/a
- ▶ **End Date:** n/a

▼ Proposed Action

- ▶ **Point of Appropriation**
- ▶ **Additional Point of Appropriation**
- ▶ **Place of Use**
- ▶ **Character of Use**

All Scanned Documents

(Click to Collapse...)

Records per page:

4

<u>Document Type</u>	<u>Document Title</u>	<u>Date</u>	<u>Remarks</u>
Transfer Map	<a href="#">T-12359 Maps</a>	4/28/2016	ADDITIONAL MAPS ADDED 6/9/2016
Application	<a href="#">T-12359 Application</a>	4/28/2016	ADDITIONAL PAGES ADDED 6/9/2016
Transfer Map	<a href="#">T-12359 Superseding Maps</a>	5/31/2018	
Application	<a href="#">T-12359 Superseding Application</a>	5/31/2018	

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Processing History

(Click to Collapse...)

Staff Person Responsible: [ARLA DAVIS](#)

<u>Process Step</u>	<u>Date Initiated</u>	<u>Date Completed</u>	<u>Comments</u>
Received	4/28/2016	4/28/2016	
WM Review Request	5/2/2016	5/16/2016	
File Assigned	5/2/2016	7/27/2017	
GW Review Request	5/2/2016	1/4/2017	
Transfer Initial Comment Period	5/3/2016	6/3/2016	
File Assigned	7/27/2017		
GW Review Request	9/17/2018	6/7/2019	

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## Rights this impacts

(Click to Collapse...)

[Cert:90309 OR \\*](#)

Application  
G14645

Permit  
G13485

Certificate  
90309

Decree

Claim

G14645

## Results of the transfer

(Click to Collapse...)

n/a

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Report Errors with Water Right Data

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harn  
50176  
STATE OF OREGON  
WATER SUPPLY WELL REPORT  
(as required by ORS 337.765)  
SALEM, OREGON  
Instructions for completing this report are on the last page of this form.

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ID LABEL # L11232

(START CARD) # 76985

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(1) OWNER:

Well Number

Name SAFARI MOTOR COACH  
Address 30725 DIAMOND HILL Rd  
City HARRISBURG State OR Zip 97446

(2) TYPE OF WORK

☒ New Well ☐ Deepening ☐ Alteration (repair/recondition) ☐ Abandonment

(3) DRILL METHOD:

☒ Rotary Air ☒ Rotary Mud ☐ Cable ☐ Auger  
☐ Other

(4) PROPOSED USE:

☐ Domestic ☐ Community ☐ Industrial ☐ Irrigation  
☒ Thermal ☐ Injection ☐ Livestock ☐ Other

(5) BORE HOLE CONSTRUCTION:

Special Construction approval ☐ Yes ☒ No Depth of Completed Well 805 ft.  
Explosives used ☐ Yes ☒ No Type \_\_\_\_\_ Amount \_\_\_\_\_

HOLE

SEAL

Diameter	From	To	Material	From	To	Sacks or pounds
20	0	400	CEMENT	0	400	2.50 SKS
16	400	805				

How was seal placed: Method ☒ A ☐ B ☐ C ☐ D ☐ E  
☐ Other \_\_\_\_\_

Backfill placed from \_\_\_\_\_ ft. to \_\_\_\_\_ ft. Material \_\_\_\_\_

Gravel placed from \_\_\_\_\_ ft. to \_\_\_\_\_ ft. Size of gravel \_\_\_\_\_

(6) CASING/LINER:

Diameter	From	To	Gauge	Steel	Plastic	Welded	Threaded
Casing: 16"	0	400	.250	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Liner:				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Final location of shoe(s)

(7) PERFORATIONS/SCREENS:

☐ Perforations Method \_\_\_\_\_  
☐ Screens Type \_\_\_\_\_ Material \_\_\_\_\_

From	To	Slot size	Number	Diameter	Tool/pipe size	Casing	Screen
						<input type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>

(8) WELL TESTS: Minimum testing time is 1 hour

☒ Pump ☐ Bailor ☐ Air ☐ Flowing  
Yield gal/min 1650 Drawdown 35' Drill stem at \_\_\_\_\_ Time 6 hr.  
☐ Artesian

Temperature of water 91° Depth Artesian Flow Found \_\_\_\_\_

Was a water analysis done? ☐ Yes By whom \_\_\_\_\_

Did any strata contain water not suitable for intended use? ☐ Too little

☐ Salty ☐ Muddy ☐ Odor ☐ Colored ☐ Other \_\_\_\_\_

Depth of strata: \_\_\_\_\_

(9) LOCATION OF WELL by legal description:

County HARNEY Latitude \_\_\_\_\_ Longitude \_\_\_\_\_  
Township 23 S N or S Range 30 E E or W. WM.  
Section 26 SE 1/4 NE 1/4  
Tax lot 101 Lot \_\_\_\_\_ Block \_\_\_\_\_ Subdivision \_\_\_\_\_  
Street Address of Well (or nearest address) \_\_\_\_\_

(10) STATIC WATER LEVEL:

3 ft. below land surface. Date JAN 7, 1997  
Artesian pressure \_\_\_\_\_ lb. per square inch. Date \_\_\_\_\_

(11) WATER BEARING ZONES:

Depth at which water was first found 12'

From	To	Estimated Flow Rate	SWL
<del>400</del>	<del>800</del>	<del>1650</del>	<del>5'</del>
12	14	N/A	
110	140	100+	12'
400	800	1650	3'

(12) WELL LOG:

Ground Elevation \_\_\_\_\_

Material	From	To	SWL
YELLOW CLAY	0	12	
BROWN SAND	12	14	12
YELLOW CLAY	14	57	
BROWN SAND / BROWN CLAY	57	148	
BLACK CINDER	148	160	
BLACK BASALT	160	170	
RED CINDER	170	190	
YELLOW CLAYSTONE	190	239	
RED CINDER	239	274	
BLACK BASALT	274	315	
ORANGE CLAY	315	320	
RED & YELLOW CINDER	320	325	
GREEN TUFF	325	355	
GRAY TUFF	355	440	
RYOLITE / QUARTZ	440	570	3'
GRAY / GREEN TUFF	570	590	
RYOLITE / QUARTZ	590	640	
BROWN TUFF	640	760	
RYOLITE / QUARTZ	760	805	

Date started DEC 2, 1996 Completed JAN 6, 1997

(unbonded) Water Well Constructor Certification:

I certify that the work I performed on the construction, alteration, or abandonment of this well is in compliance with Oregon water supply well construction standards. Materials used and information reported above are true to the best of my knowledge and belief.

WWC Number \_\_\_\_\_

Signed \_\_\_\_\_ Date \_\_\_\_\_

(bonded) Water Well Constructor Certification:

I accept responsibility for the construction, alteration, or abandonment work performed on this well during the construction dates reported above. All work performed during this time is in compliance with Oregon water supply well construction standards. This report is true to the best of my knowledge and belief.

WWC Number 773

Signed John Otter Date 2-25-96

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## Part 4 of 5 – Applicant Information and Signature

### Applicant Information

APPLICANT/BUSINESS NAME <b>Rattlesnake Creek Land &amp; Cattle Co</b>			PHONE NO. <b>541-573-3615</b>	ADDITIONAL CONTACT NO.
ADDRESS <b>524 Hwy 20 N</b>				FAX NO.
CITY <b>Hines</b>	STATE <b>OR</b>	ZIP <b>97738</b>	E-MAIL <b>AndyJRoot@gmail.com</b>	
APPLICANT/BUSINESS NAME <b>Christopher &amp; Danielle Gregg</b>			PHONE NO. <b>541-589-4361</b>	ADDITIONAL CONTACT NO.
ADDRESS <b>29724 Hwy 20W</b>				FAX NO.
CITY <b>Hines</b>	STATE <b>OR</b>	ZIP <b>97738</b>	E-MAIL <b>Chris.Dani.Gregg@gmail.com</b>	
<b>BY PROVIDING AN E-MAIL ADDRESS, CONSENT IS GIVEN TO RECEIVE ALL CORRESPONDENCE FROM THE DEPARTMENT ELECTRONICALLY. COPIES OF THE FINAL ORDER DOCUMENTS WILL ALSO BE MAILED.</b>				

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

AGENT/BUSINESS NAME <b>Scott D Montgomery</b>			PHONE NO. <b>541-548-5833</b>	ADDITIONAL CONTACT NO. <b>541-420-0401</b>
ADDRESS <b>PO Box 767</b>				FAX NO.
CITY <b>Terrebonne</b>	STATE <b>OR</b>	ZIP <b>97760</b>	E-MAIL <b>scott@apeands.com</b>	
<b>BY PROVIDING AN E-MAIL ADDRESS, CONSENT IS GIVEN TO RECEIVE ALL CORRESPONDENCE FROM THE DEPARTMENT ELECTRONICALLY. COPIES OF THE FINAL ORDER DOCUMENTS WILL ALSO BE MAILED.</b>				

Explain in your own words what you propose to accomplish with this transfer application, and why:  
Change the character of use from industrial to irrigation to accommodate existing irrigated fields & change existing POA to wells on irrigators land.

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

### Check One Box

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

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## Part 5 of 5 – Water Right Information

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

CERTIFICATE # **90309**

### Description of Water Delivery System

System capacity: **3.23** cubic feet per second (cfs) OR

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

Describe the current water delivery system or the system that was in place at some time within the last five years. Include information on the pumps, canals, pipelines, and sprinklers used to divert, convey, and apply the water at the authorized place of use. **Water is pumped from the Monaco Well and conveyed by closed conduit into a geothermal heating system for the large fabrication building. Also, tail water from the heating system is released and conveyed to the flood irrigated fields to the south by ditch or canal.**

**Table 1. Location of Authorized and Proposed Point(s) of Diversion (POD) or Appropriation (POA)**

(Note: If the POD/POA name is not specified on the certificate, assign it a name or number here.)

POD/POA Name or Number	Is this POD/POA Authorized on the Certificate or is it Proposed?	If POA, OWRD Well Log ID# (or Well ID Tag # L-____)	Twp	Rng	Sec	¼ ¼	Tax Lot, DLC or Gov't Lot	Measured Distances (from a recognized survey corner)
<b>Well 2 Monaco Well</b>	<input checked="" type="checkbox"/> Authorized <input type="checkbox"/> Proposed	<b>HARN 50176</b>	<b>23 S</b>	<b>30 E</b>	<b>26</b>	<b>SE NE</b>	<b>105</b>	<b>2544' N &amp; 907' W from the SE cor, Sec 26</b>
<b>#15</b>	<input type="checkbox"/> Authorized <input checked="" type="checkbox"/> Proposed	<b>HARN 52916</b>	<b>23 S</b>	<b>32.5 E</b>	<b>29</b>	<b>NW NE</b>	<b>900</b>	<b>515' S &amp; 2615' W from NE cor, Sec 29</b>
<b>Glerup</b>	<input type="checkbox"/> Authorized <input checked="" type="checkbox"/> Proposed	<b>HARN 320</b>	<b>23 S</b>	<b>30 E</b>	<b>35</b>	<b>NE NE</b>	<b>1001</b>	<b>550' S &amp; 550' W from NE cor, Sec 35</b>
<b>#24</b>	<input type="checkbox"/> Authorized <input checked="" type="checkbox"/> Proposed	<b>UNBUILT</b>	<b>23 S</b>	<b>32.5 E</b>	<b>6</b>	<b>SW NE</b>	<b>100</b>	<b>40' S &amp; 200' W from NE cor, Sec 6</b>

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

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

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

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

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

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

**Table 2. Description of Changes to Water Right Certificate # 90309**

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

AUTHORIZED (the “from” or “off” lands) The listing that appears on the certificate BEFORE PROPOSED CHANGES List only that part or portion of the water right that will be changed.										Proposed Changes (see “CODES” from previous page)	PROPOSED (the “to” or “on” lands) The listing as it would appear AFTER PROPOSED CHANGES are made.												
Twp	Rng	Sec	¼ ¼	Tax Lot	Gvt Lot or DLC	Acres	Type of USE listed on Certificate	POD(s) or POA(s) (name or number from Table 1)	Priority Date		Twp	Rng	Sec	¼ ¼	Tax Lot	Gvt Lot or DLC	Acres	New Type of USE	POD(s)/ POA(s) to be used (from Table 1)	Priority Date			
										POA	23	S	30	E	36	NE	NE	2100		40.0	IS	Glerup	1997
										POA	23	S	30	E	36	NW	NE	2100		38.0	IS	Glerup	1997
										POA	23	S	30	E	36	SW	NE	2100		40.0	IS	Glerup	1997
										POA	23	S	30	E	36	SE	NE	2100		38.0	IS	Glerup	1997
										POA	23	S	30	E	36	NE	NW	2100		3.7 34.8	IR IS	Glerup	1997
										POA	23	S	30	E	36	NW	NW	2100		33.0	IS	Glerup	1997
										POA	23	S	30	E	36	SW	NW	2100		3.0 23.0	IR IS	Glerup	1997
										POA	23	S	30	E	36	SE	NW	2100		40.0	IS	Glerup	1997
										POA	23	S	30	E	36	NE	SW	2101		40.0	IS	Glerup	1997

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[illegible]

Additional remarks: The authorized well is being replaced by Glerup. POAs 15 and 24 are APOAs. POU in T23S, R30E Section 36 remains the same. Proposing a change of POA only in Section 36.

The allowed flowrate of 1/80 cfs per acre for irrigation was used to calculate the amount of area allowed to be transferred "from" industrial use to irrigation use. Half of the total allowed flowrate of 3.23 cfs or 1.615 cfs or 129.2 acres are proposed to change from industrial use to irrigation use. Leaving 1.615 cfs for the existing irrigation in Section 36.

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

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

If YES, list the certificate, water use permit, or ground water registration numbers: 14088, 14574, Silvies River Decree.



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

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

Ground water supplemental Permit or Certificate # \_\_\_\_\_;

Surface water primary Certificate # \_\_\_\_\_.

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

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

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

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

**Tip:** You may search for well logs on the Department's web page at:

[http://apps.wrd.state.or.us/apps/gw/well\\_log/Default.aspx](http://apps.wrd.state.or.us/apps/gw/well_log/Default.aspx)

**AND/OR**

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

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

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

Proposed or Authorized POA Name or Number	Is well already built? (Yes or No)	If an existing well: OWRD Well ID Tag No. L-__	Total well depth	Casing Diameter	Casing Intervals (feet)	Seal depth(s) (intervals)	Perforated or screened intervals (in feet)	Static water level of completed well (in feet)	Source aquifer (sand, gravel, basalt, etc.)	Well-specific rate (cfs or gpm). If less than full rate of water right
See well logs										
#24	No	NA	700'	12"	+1-100	0-100	No	50'	Clay	