

TEMPORARY

Name Willamette Valley Hop  
C/O Richard and Julie Kirk  
Address 4797 St. Paul Highway NE, PO Box 456  
St. Paul, OR 97137  
wvhf.operations@gmail.com

DESCRIPTION OF WATER RIGHT(S)

Name of Stream Mission Creek, A Reservoir

Trib. of Champoeg Creek, Mission Creek

Use Irrigation, Supplemental Irrigation County Marion

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

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

App# S-45260 Per # S-33222 Cert # 40314 PR Date 8/7/1968

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

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

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

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

Change in POU  
Date Filed 6/3/2025  
Initial notice date 6/10/2025  
DPD issued date \_\_\_\_\_  
PD issued date \_\_\_\_\_  
PD notice date \_\_\_\_\_  
Date of FO 9/11/2025 Vol 135 Page 576-578

C-Date \_\_\_\_\_  
COBU due date \_\_\_\_\_  
COBU Received date \_\_\_\_\_  
Certificate issued \_\_\_\_\_

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

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

Agent \_\_\_\_\_

CWRE \_\_\_\_\_

CC's list Marion County

- Oversized map - Location \_\_\_\_\_

FEES PAID		
Date	Amount	Receipt #
<u>6-3-25</u>	<u>\$ 964.58</u>	<u>145337 00</u>
<u>6-11-25</u>	<u>\$ 964.58</u>	<u>145384</u>

FEES REFUNDED		
Date	Amount	Receipt #

**STATE OF OREGON  
WATER RESOURCES DEPARTMENT**

725 Summer St. N.E. Ste. A

SALEM, OR 97301-4172

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

RECEIPT # **145337**

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

RECEIVED FROM: Willamette Valley Hop  
BY: Farms Inc

APPLICATION	
PERMIT	
TRANSFER	T-14668

CASH:  CHECK:#  80 OTHER: (IDENTIFY)

TOTAL REC'D \$ 964.58

**1083 TREASURY 4170 WRD MISC CASH ACCT**

0407 COPIES \$ \_\_\_\_\_  
OTHER: (IDENTIFY) \$ \_\_\_\_\_  
0243 I/S Lease \_\_\_\_\_ 0244 Muni Water Mgmt. Plan \_\_\_\_\_ 0245 Cons. Water \_\_\_\_\_

**4270 WRD OPERATING ACCT**

MISCELLANEOUS 46110

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

<b>WATER RIGHTS:</b>	<b>EXAM FEE</b>		<b>RECORD FEE</b>
0201 SURFACE WATER	\$ _____	0202	\$ _____
0203 GROUND WATER	\$ _____	0204	\$ _____
0205 TRANSFER	\$ <u>964.58</u>		
<b>WELL CONSTRUCTION</b>	<b>EXAM FEE</b>		<b>LICENSE FEE</b>
0218 WELL DRILL CONSTRUCTOR	\$ _____	0219	\$ _____
LANDOWNER'S PERMIT		0220	\$ _____

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

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

0211 WELL CONST START FEE \$ \_\_\_\_\_ CARD# \_\_\_\_\_  
0210 MONITORING WELLS \$ \_\_\_\_\_ CARD# \_\_\_\_\_  
OTHER (IDENTIFY) \_\_\_\_\_

**0607 TREASURY 0467 HYDRO ACTIVITY LIC NUMBER**

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

**TREASURY OTHER / RDX**

**RECEIVED  
OVER THE COUNTER**

FUND \_\_\_\_\_ TITLE \_\_\_\_\_  
OBJ. CODE \_\_\_\_\_ VENDOR # \_\_\_\_\_  
DESCRIPTION \_\_\_\_\_ \$ \_\_\_\_\_

RECEIPT: **145337**

DATED: 6/13/25 BY: [Signature]

STATE OF OREGON  
WATER RESOURCES DEPARTMENT

725 Summer St. N.E. Ste. A

SALEM, OR 97301-4172

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

RECEIPT # 145384

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

RECEIVED FROM: Richard C Kirk  
 BY: Julie M Kirk

APPLICATION	
PERMIT	
TRANSFER	T-14668

CASH:  CHECK: # 2001 OTHER: (IDENTIFY)

TOTAL REC'D \$ 964.58

1083 TREASURY 4170 WRD MISC CASH ACCT

0407 COPIES \$ \_\_\_\_\_  
 OTHER: (IDENTIFY) \$ \_\_\_\_\_

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

4270 WRD OPERATING ACCT

MISCELLANEOUS 46110

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

WATER RIGHTS:		EXAM FEE	RECORD FEE
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LANDOWNER'S PERMIT		0220	\$ _____

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

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 0210 MONITORING WELLS \$ \_\_\_\_\_ CARD# \_\_\_\_\_

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

0607 TREASURY 0467 HYDRO ACTIVITY LIC NUMBER

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

TREASURY OTHER / RDX

FUND \_\_\_\_\_ TITLE **RECEIVED**  
 OBJ. CODE \_\_\_\_\_ VENDOR # \_\_\_\_\_  
 DESCRIPTION \_\_\_\_\_ \$ \_\_\_\_\_

RECEIPT: 145384 DATED 6-11-25 BY: [Signature]

STATE OF OREGON  
WATER RESOURCES DEPARTMENT

725 Summer St. N.E. Ste. A

SALEM, OR 97301-4172

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

RECEIPT # 145384

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

RECEIVED FROM: Richard C Kirk  
 BY: Julie M Kirk

APPLICATION	
PERMIT	
TRANSFER	T-14668

CASH:  CHECK: # 2001 OTHER: (IDENTIFY)

TOTAL REC'D \$ 964.58

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0407 COPIES \$ \_\_\_\_\_  
 OTHER: (IDENTIFY) \$ \_\_\_\_\_

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

4270 WRD OPERATING ACCT

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 TC162 DEPOSIT LIAB. (IDENTIFY) \_\_\_\_\_ \$ \_\_\_\_\_  
 0240 EXTENSION OF TIME \_\_\_\_\_ \$ \_\_\_\_\_

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

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 HYDRO APPLICATION \_\_\_\_\_ \$ \_\_\_\_\_

TREASURY OTHER / RDX

FUND \_\_\_\_\_ TITLE **RECEIVED**  
 OBJ. CODE \_\_\_\_\_ VENDOR # \_\_\_\_\_  
 DESCRIPTION \_\_\_\_\_ \$ \_\_\_\_\_

RECEIPT: 145384 DATED 6-11-25 BY: [Signature]



# Oregon

Tina Kotek, Governor

Water Resources Department

North Mall Office Building

725 Summer St NE, Suite A

Salem, OR 97301

Phone 503 986-0900

Fax 503 986-0904

[www.oregon.gov/owrd](http://www.oregon.gov/owrd)

September 11, 2025

Willamette Valley Hops  
C/O Richard and Julie Kirk  
4797 St. Paul Highway NE  
St. Paul, OR 97137

REFERENCE: District Temporary Transfer Application T-14668

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

The temporary change shall be effective at the **beginning of the 2025 irrigation season**. The use shall revert to the original authorized place of use at the **end of the 2029 irrigation season**.

If you have any questions related to the approval of this temporary transfer, you may contact your caseworker, Arla Davis, by telephone at (503) 979-3129 or by e-mail at [Arla.L.Davis@water.oregon.gov](mailto:Arla.L.Davis@water.oregon.gov).

Sincerely,

David V. Jones Jr  
Water Rights Services Support  
Transfers and Conservation Section

cc: Gregory J. Wacker, Watermaster Dist. # 16 (via email)  
Marion County, Local Government

Enclosure



**Limit/Duty:** The amount of water used for irrigation, together with the amount secured under any other right existing for the same lands, shall be limited to ONE-EIGHTIETH of one cubic foot per second per acre, or its equivalent for each acre irrigated from direct flow and shall be further limited to a diversion of not to exceed 2.5 acre-feet per acre for each acre irrigated during the irrigation season of each year from direct flow and storage from reservoir constructed under Permit number R-5248, provided further that the right allowed herein shall be limited to any deficiency in the available supply of any prior right existing for the same land and shall not exceed the limitation allowed herein, and shall conform to such reasonable rotation system as may be ordered by the proper state officer.

**Source:** MISSION CREEK and RESERVOIR CONSTRUCTED UNDER APPLICATION NUMBERED R-44515, PERMIT NUMBER R-5248, a tributary of CHAMPOEG CREEK

**Authorized Points of Diversion:**

Twp	Rng	Mer	Sec	Q-Q	GLot	Measured Distances
4 S	2 W	WM	8	SE SE	7	DAM – SOUTH 85 DEGREES WEST 380 FEET FROM THE NW CORNER OF PETTIER DLC 92
4 S	2 W	WM	20	SW NW	3	PUMP - 1360 FEET SOUTH AND 150 FEET WEST FROM THE NW CORNER OF SHEIL DLC 86

**Authorized Place of Use:**

IRRIGATION							
Twp	Rng	Mer	Sec	Q-Q	DLC	GLot	Acres
4 S	2 W	WM	20	NW NW	86		0.3
4 S	2 W	WM	20	SW NW	86		0.1
4 S	2 W	WM	20	NW SW		4	2.2
4 S	2 W	WM	20	SW SE	86		2.8
						Total	5.4

4. Transfer Application T-14668 proposes to change the place of use of the right to:

IRRIGATION						
Twp	Rng	Mer	Sec	Q-Q	DLC	Acres
4 S	2 W	WM	20	NE SW	38	5.4

**Temporary Transfer Review Criteria**

- Water has been used within the last five years according to the terms and conditions of the right. There is no evidence available that would demonstrate that the right is subject to forfeiture under ORS 540.610.
- A pump, pipeline, and sprinkler system sufficient to use the full amount of water allowed under the existing right are present.
- The proposed change would prevent the lands from which the water right is removed during the period of the temporary transfer from receiving water under the transferred right, as required by ORS 540.523(7).

8. The proposed change would not result in injury to other water rights. This finding is made through an abbreviated review recognizing that the transfer may be revoked under ORS 540.523(5) if the Department later finds that the transfer is causing injury to any existing water right.

#### Conclusions of Law

The temporary change in place of use proposed in Temporary Transfer Application T-14668 is consistent with the requirements of ORS 540.523 and OAR 690-380-8000.

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

1. The temporary change in place of use proposed in Temporary Transfer Application T-14668 is approved.
2. The former place of use **shall not** be irrigated as part of this water right during the 2025, 2026, 2027, 2028, and 2029 irrigation seasons.
3. The use shall revert to the authorized place of use at the end of the 2029 irrigation season.
4. The approval of this temporary transfer may be revoked or modified if the Department finds the change causes injury to any existing water right.
5. A subsequent application for permanent transfer of Certificate 40314 shall be subject to a full and complete review to determine consistency with the requirements of OAR Chapter 690, Division 380. Approval of this temporary transfer does not establish a precedent for approval of a subsequent application filed for a permanent transfer.
6. The use of water at the temporary place of use authorized by this transfer shall be in accordance with the terms and conditions of Certificate 40314.
7. The time during which water is used under this approved temporary transfer does not apply toward a finding of forfeiture under ORS 540.610.
8. The use of the remaining water right described by Certificate 40314 shall continue to be in accordance with the terms and conditions of Certificate 40314.

Dated in Salem, Oregon on **SEP 11 2025**



Lisa J. Jaramillo, Transfer and Conservation Section Manager, for  
IVAN GALL, DIRECTOR  
Oregon Water Resources Department

Mailing Date: SEP 12 2025

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

Received by OWRD  
JUN 03 2025  
Salem, OR

**FOR ALL TEMPORARY TRANSFER APPLICATIONS**

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

- Part 1 – Completed Minimum Requirements Checklist.
- Part 2 – Completed Temporary Transfer Application Map Checklist.
- Part 3 – Application Fee, payable by check to the Oregon Water Resources Department, and completed Fee Worksheet, page 3. Try the online fee calculator at:  
[http://apps.wrd.state.or.us/apps/misc/wrd\\_fee\\_calculator](http://apps.wrd.state.or.us/apps/misc/wrd_fee_calculator).
- Part 4 – Completed Applicant Information and Signature.
- Part 5 – Information about Transferred Water Rights: **How many water rights are to be transferred? 1 List them here: 40314**  
Please include a separate Part 5 for each water right. (See instructions on page 6)
- N/A For standard Temporary Transfer (one to five years) **Begin Year: 2025 End Year: 2029**.
- N/A Temporary Drought Transfer (Only in counties where the Governor has declared drought)

**Attachments:**

- Completed Temporary Transfer Application Map.
- Completed Evidence of Use Affidavit and supporting documentation.
- Current recorded deed for the land **from** which the authorized place of use is temporarily being moved.
- N/A Affidavit(s) of Consent from Landowner(s) (if the applicant does not own the land upon which the water right is located.)
- N/A Supplemental Form D – For water rights served by or issued in the name of a district. Complete when the temporary transfer applicant is not the district.
- N/A Oregon Water Resources Department’s Land Use Information Form with approval and signature from each local land use authority in which water is to be diverted, conveyed, and/or used. Not required if water is to be diverted, conveyed, and/or used only on federal lands or if **all** of the following apply: a) a change in place of use only, b) no structural changes, c) the use of water is for irrigation only, and d) the use is located within an irrigation district or an exclusive farm use zone.
- N/A Water Well Report/Well Log for changes in point(s) of appropriation (well(s)) or additional point(s) of appropriation (if necessary to convey water to the proposed place of use).

**(For Staff Use Only)**  
**WE ARE RETURNING YOUR APPLICATION FOR THE FOLLOWING REASON(S):**

\_\_\_ Application fee not enclosed/insufficient      \_\_\_ Map not included or incomplete  
 \_\_\_ Land Use Form not enclosed or incomplete  
 \_\_\_ Additional signature(s) required      \_\_\_ Part \_\_\_ is incomplete  
 Other/Explanation \_\_\_\_\_  
 Staff: \_\_\_\_\_ Phone: \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_

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

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

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

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

Received by OWRD

JUN 03 2025

Salem, OR



## Part 4 of 5 – Applicant Information and Signature

### Applicant Information

APPLICANT/BUSINESS NAME <b>Willamette Valley Hop c/o Richard and Julie Kirk</b>		PHONE NO. <b>503-932-3271</b>	ADDITIONAL CONTACT NO.
ADDRESS <b>4797 St. Paul Highway NE, PO Box 456</b>			FAX NO.
CITY <b>St. Paul</b>	STATE <b>OR</b>	ZIP <b>97137</b>	E-MAIL <b>wvhf.operations@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		PHONE NO.	ADDITIONAL CONTACT NO.
ADDRESS			FAX NO.
CITY	STATE	ZIP	E-MAIL
<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:  
 Temporarily Transfer 5.4 acres of Primary Irrigation to a new Place of Use  
 If you need additional space, continue on a separate piece of paper and attach to the application as "Attachment 1".

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

  
 Applicant signature

  
 Applicant signature

**Richard Kirk**  
 Print Name (and Title if applicable)

**04/7/25**  
 Date

**Julie Kirk**  
 Print Name (and Title if applicable)

**04/7/25**  
 Date

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

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

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JUN 03 2025


Salem, OR

Check here if any of the water rights proposed for transfer are or will be located within or served by an irrigation or other water district. (NOTE: If this box is checked, you must complete and attach Supplemental Form D.)

DISTRICT NAME	ADDRESS	
CITY	STATE	ZIP

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

ENTITY NAME	ADDRESS	
CITY	STATE	ZIP

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

ENTITY NAME <b>Marion County</b>	ADDRESS <b>555 Court Street NE, Suite 5232</b>	
CITY <b>Salem</b>	STATE <b>OR</b>	ZIP <b>97301</b>

ENTITY NAME	ADDRESS	
CITY	STATE	ZIP

Received by OWRD  
 JUN 03 2025  
 Salem, OR



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

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

**Table 2. Description of Temporary Changes to Water Right Certificate # 40314**

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

AUTHORIZED (the "from" or "off" lands) The listing that appears on the Certificate BEFORE PROPOSED CHANGES List only that part or portion of the water right that will be changed.													Proposed Changes (see "CODES" from previous page)	PROPOSED (the "to" or "on" lands) The listing as it would appear AFTER PROPOSED CHANGES are made.												
Twp	Rng	Sec	¼ ¼	Tax Lot	Gvt Lot or DLC	Acres	Type of USE listed on Certificate	POD(s) or POA(s) (name or number from Table 1)	Priority Date	Twp	Rng	Sec		¼ ¼	Tax Lot	Gvt Lot or DLC	Acres	New Type of USE	POD(s)/ POA(s) to be used (from Table 1)	Priority Date						
<b>EXAMPLE</b>																										
2	S	9	E	15	NE	NW	100		15.0	IRRIGATION	POD #1 POD #2	1901	POU/POD	2	S	9	E	1	NW	NW	500	1	10.0		POD #5	1901
"	"	"	"	"	"	"	"	"	"	EXAMPLE	"	"	"	2	S	9	E	2	SW	NW	500		5.0		POD #6	1901
4	S	2	W	20	NW	NW			0.3	IRRIGATION	POD 1	1968		4	S	2	W	20	NE	SW			5.4	IRRIGATION	POD 1	1968
4	S	2	W	20	SW	NW			0.1	IRRIGATION	POD 1	1968														
4	S	2	W	20	NW	SW		LOT 4	2.2	IRRIGATION	POD 1	1968														
4	S	2	W	20	SW	SE			2.8	IRRIGATION	POD 1	1968														
						TOTAL ACRES						5.4							TOTAL ACRES						5.4	

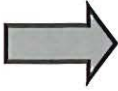
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 JUN 03 2025  
 Salem, OR

Additional remarks: Temporarily change the place of use.

**For Place of Use Changes**

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

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



Pursuant to ORS 540.523, any "layered" water use such as an irrigation right that is supplemental to a primary right proposed for temporary transfer can be included in the transfer or remain unused on the authorized place of use. If the primary water right does not revert soon enough to allow use of the supplemental right within five years, the supplemental right shall become subject to cancellation for nonuse under ORS 540.610.

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

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

**AND/OR**

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

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

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

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

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## Klamath Basin/County Drought Transfer Applications

**Table 4. Klamath Basin/County Well Information (DROUGHT TRANSFER APPLICATIONS ONLY)**

Is there currently a flowmeter installed on each of the POAs listed in Table 1 of this application?     Yes     No\*

*\*Please note that watermaster staff will visit the well to confirm flowmeter presence. Where possible, watermaster staff will take a static water level measurement. Alterations to the well head may be required in order to make the water level measurements.*

For each well, please provide a description of the flowmeter location, the serial number, the current flowmeter reading and the date the reading was taken in the table below.

OWNER'S WELL NAME OR NUMBER.	WELL TAG NUMBER (IF AVAILABLE)	WELL LOG ID (E.G., KLAM 1234)	FLOWMETER SERIAL NUMBER	FLOWMETER READING	FLOWMETER DATE	FLOWMETER LOCATION

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# Application for Water Right Transfer

## Evidence of Use Affidavit



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

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

State of Oregon )  
 ) ss  
 County of MARION)

I, RICHARD KIRK, in my capacity as OWNER AND PRESIDENT,  
 mailing address 4797 ST PAUL HIGHWAY NE, ST PAUL OR 97137, PO BOX 456  
 telephone number (503)932-3271, being first duly sworn depose and say:

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

- Personal observation                       Professional expertise

2. I attest that:

Water was used during the previous five years on the entire place of use for Certificate # 40314; 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)
40314	4	S	2	W	WM	20	NW	NW		0.3
							SW	NW		0.1
							NW	SW	4	2.2
							SW	SE		2.8

OR

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

(continues on reverse side)

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# Application for Water Right Transfer

## Evidence of Use Affidavit

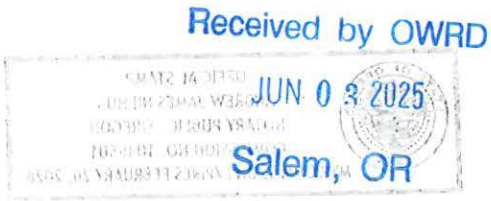


Oregon Water Resources Department  
 725 Summer Street NE, Suite A  
 Salem, Oregon 97301-1266  
 (503) 986-0900  
 www.wrd.state.or.us

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

State of Oregon )  
 ) ss  
 County of MARION)

I, RICHARD KIRK, in my capacity as OWNER AND PRESIDENT,  
 mailing address 4797 ST PAUL HIGHWAY NE, ST PAUL OR 97137, PO BOX 456  
 telephone number (503)932-3271, being first duly sworn depose and say:



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

- Personal observation                       Professional expertise

2. I attest that:

- Water was used during the previous five years on the **entire** place of use for Certificate # 40314; **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)
40314	4	S	2	W	WM	20	NW	NW		0.3
							SW	NW		0.1
							NW	SW	4	2.2
							SW	SE		2.8

OR

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

(continues on reverse side)

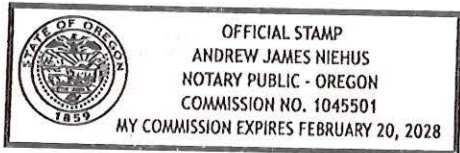
3. The water right was used for: (e.g., crops, pasture, etc.): CROPS

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.

*Richard Kirk*  
Signature of Affiant

4/7/25  
Date

Signed and sworn to (or affirmed) before me this 7<sup>th</sup> day of April, 2025.



*Andrew Niehus*  
Notary Public for Oregon

My Commission Expires: February 20, 2028



Supporting Documents	Examples
<input type="checkbox"/> Copy of a water right certificate that has been issued within the last five years. (not a remaining right certificate)	Copy of <b>confirming</b> water right certificate that shows issue date
<input 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 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

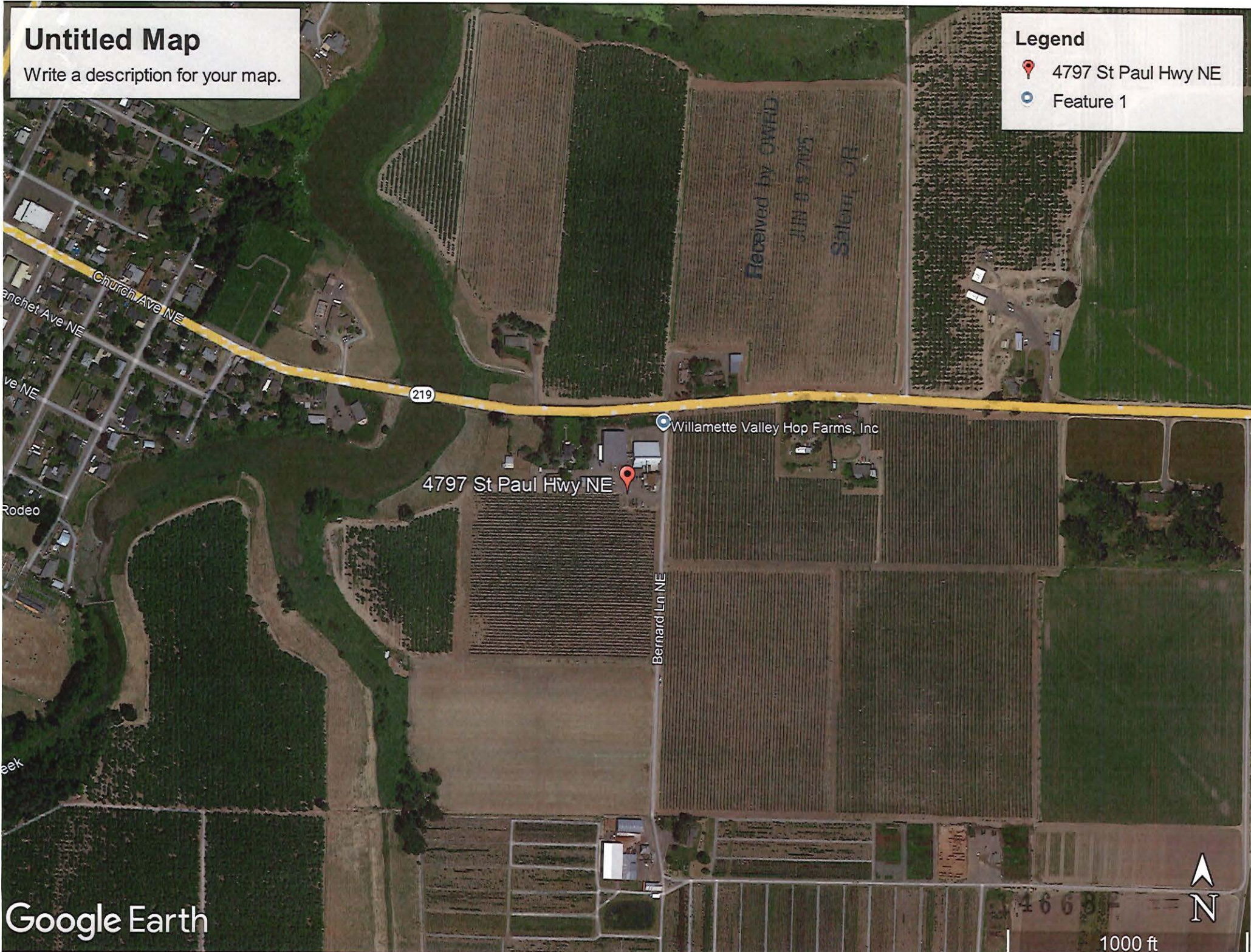
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# Untitled Map

Write a description for your map.

## Legend

-  4797 St Paul Hwy NE
-  Feature 1



4797 St Paul Hwy NE

Willamette Valley Hop Farms, Inc

Bernard Ln NE

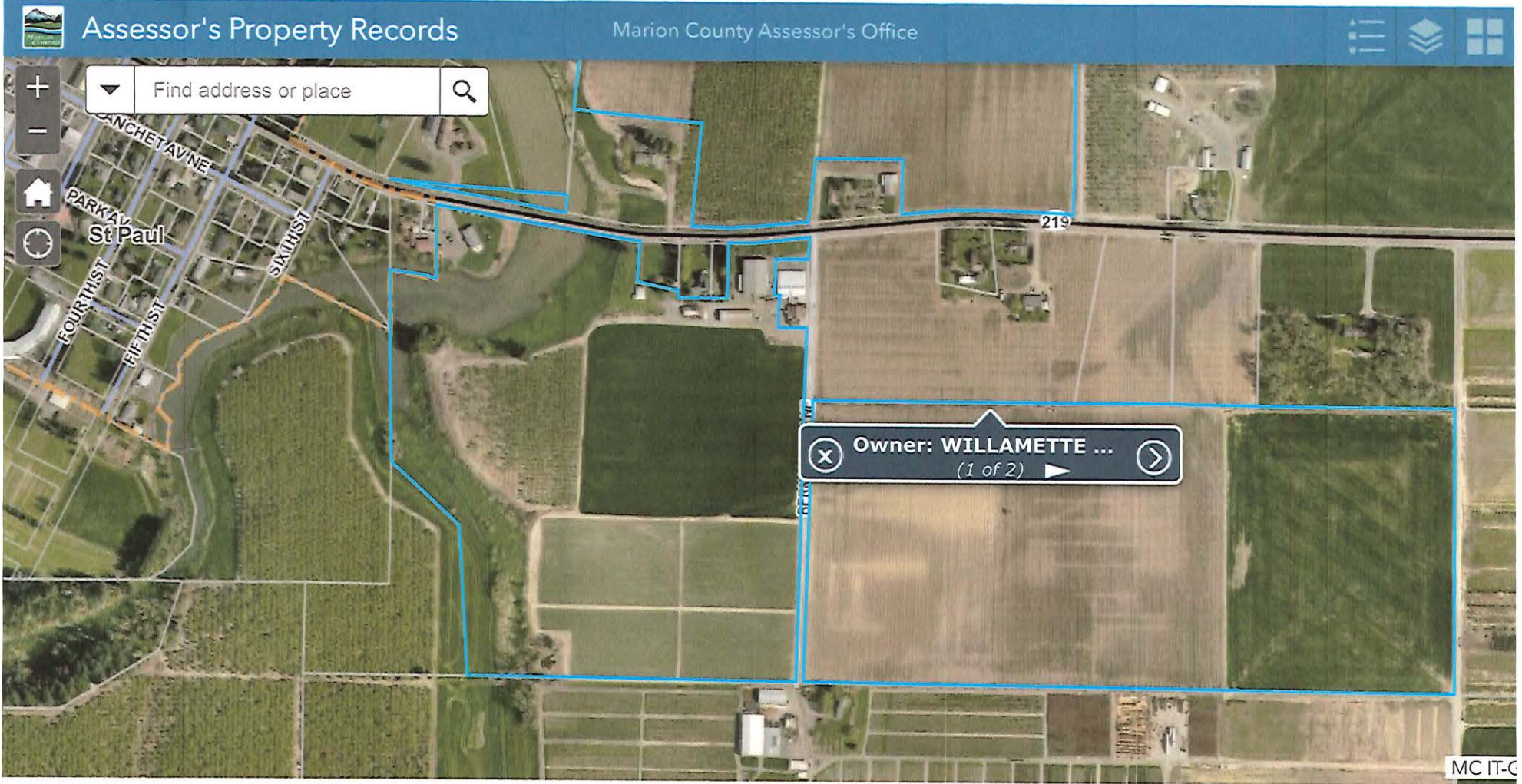
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Google Earth



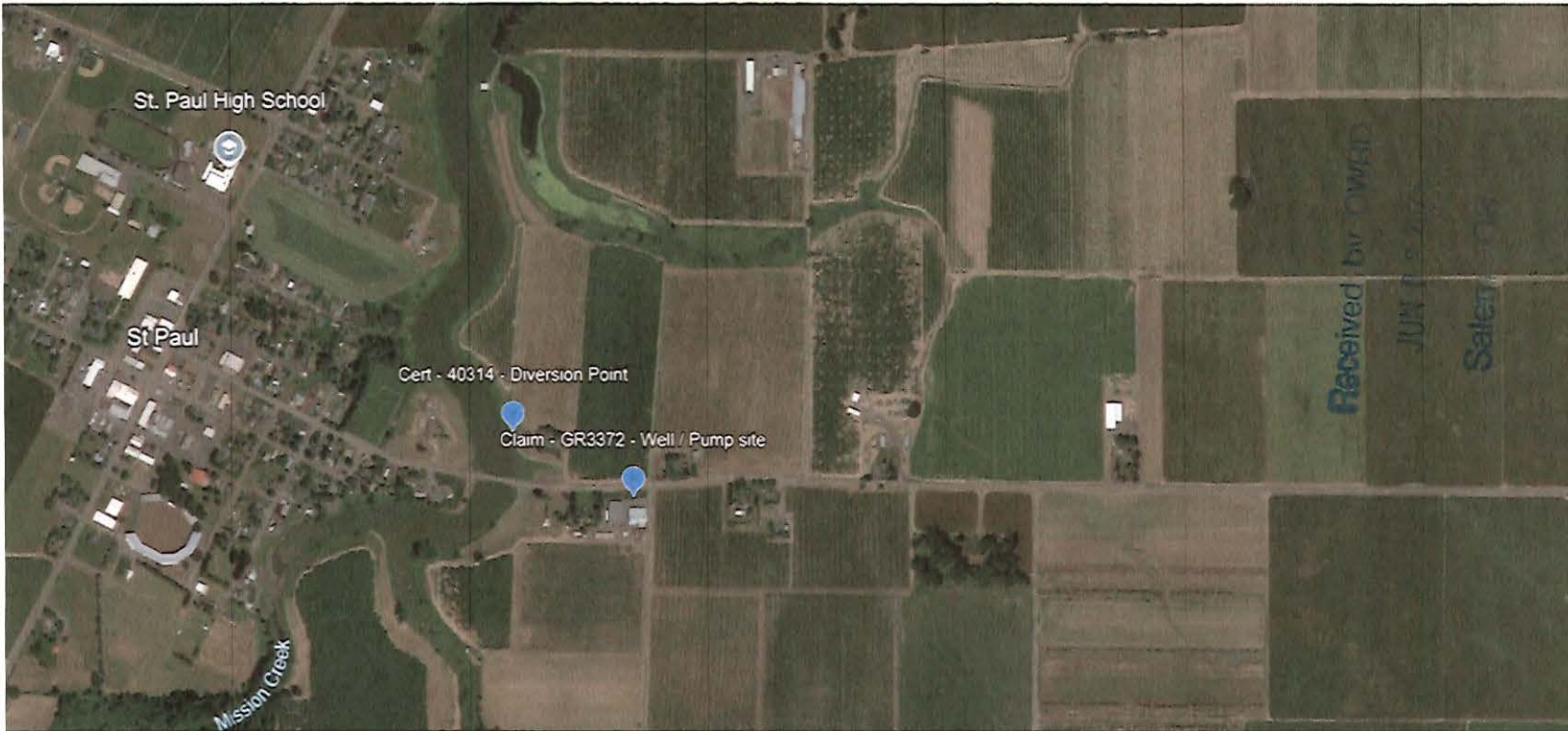
1000 ft

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WILLAMETTE VALLEY HOP FARMS, INC  
 4797 ST. PAUL HWY / PO BOX 456  
 ST. PAUL, OREGON 97137

2022 - SUMMARY OF CROP ACREAGE DISTRIBUTION AND PROJECTED REVENUE

REPORT LAST UPDATED: Thursday, March 3, 2022

HOP CROP		CURRENT CONTRACT / CROP					FIELD #	LOCATION	VARIETY	ACRES	POUNDS	CONTRACT PRICE	CONTRACT VALUE	NOTES
BROKER/ BREWERY/ BUYER	PLANT YEAR	ORIG YEAR	START YEAR	END YEAR	CONTRACT NUMBER									
<b>ANHEUSER BUSCH</b>														
	2016	2014	2022	2023	DC411 22-23	16	BS	CASCADE	25	40,000	\$ 6.35	\$ 254,000	2023 = \$6.35 (FLAT)	
	2020	2020	2020	2024	DC386 20-24	9	HOME - RK	MT. RAINIER	25	45,000	\$ 5.95	\$ 267,750	2023 = \$6.05 / 2024 = \$6.15 (FLAT)	
	2020	2020	2020	2024	DC386 20-24	1	HOME - DK	MT. RAINIER	11	25,000	\$ 5.95	\$ 148,750	2023 = \$6.05 / 2024 = \$6.15 (FLAT)	
	2020	2020	2020	2024	DC358 20-24	13	RIVER	TAHOMA	22	50,000	\$ 5.95	\$ 297,500	2023 = \$6.05 / 2024 = \$6.15 (FLAT)	
	1988	1988	2022	2023	DC358 20-23	10	RIVER	WILLAMETTE (32 ACRE SPLIT 55)	16	20,000	\$ 6.30	\$ 126,000	2023 = \$6.35 (FLAT) 40,000 LBS (FOR ENTIRE YARD)	
<b>TOTAL AB</b>										<b>99</b>	<b>180,000</b>		<b>\$ 1,094,000</b>	
<b>JOHN I HAAS</b>														
	2015	2021	2021	2022	1010034	11	RIVER	MT.HOOD	26	40,000	\$ 5.50	\$ 220,000		
<b>TOTAL HAAS</b>										<b>26</b>	<b>40,000</b>		<b>\$ 220,000</b>	
<b>HOLLINGBERY &amp; SON</b>														
	2012	2017	2021	2023	479	12	RIVER	CASCADE (40 ACRE SPLIT)	25	32,000	\$ 5.00	\$ 160,000	2023 = \$5.10 / (FLAT)	
	2016	2022	2022	2023	479	17	BS	CRYSTAL	15	15,000	\$ 5.75	\$ 86,250	2023 = \$5.75 (FLAT)	
	2012	2022	2022	2024	479	14	RIVER	CENTENNIAL	9	20,000	\$ 5.00	\$ 100,000	2023 = \$5.10 / 2024 = \$5.20 (FLAT)	
<b>TOTAL HOLLINGBERY</b>										<b>49</b>	<b>67,000</b>		<b>\$ 346,250</b>	
<b>SS STEINER</b>														
	1988	2019	2022	2022	S22H4855	10	RIVER	WILLAMETTE (32 ACRE SPLIT)	16	20,000	\$ 6.74	\$ 134,800	2022 - BASE \$6.35 + (6% PREMIUM) (AB TAKING CONTRACT 2023)	
<b>TOTAL STEINER</b>										<b>16</b>	<b>20,000</b>		<b>\$ 134,800</b>	
<b>OPEN</b>														
	2015					15	CM	CASCADE (morten 24 acre split)	12	25,000	\$ 5.75	\$ 143,750		
	2012					2	HOME	PERLE	15	12,000	\$ 6.00	\$ 72,000	2023 - HOLLINGBERY - CONSIDERING (SOLD TO MOONLIGHT BREWING-SANT)	
	2012					12	RIVER	CASCADE (40 ACRE SPLIT-HB)	15	20,000	\$ 5.75	\$ 115,000		
	1988					3	HOME - MIDDLE	NUGGET	19	36,000	\$ 3.50	\$ 126,000		
	1988					7	HOME - WEST	NUGGET	10	18,000	\$ 3.50	\$ 63,000		
	1988					8	HOME - EAST	NUGGET	10	20,000	\$ 3.50	\$ 70,000		
<b>TOTAL OPEN</b>										<b>113</b>	<b>171,000</b>	<b>AVG/LB</b>	<b>\$ 589,750</b>	
<b>TOTALS - HOPS</b>										<b>303</b>	<b>478,000</b>	<b>\$ 5.41</b>	<b>\$ 2,384,800</b>	

ALL OTHER CROPS		CURRENT CONTRACT / CROP					FIELD #	LOCATION	VARIETY	ACRES	POUND / BUSHEL	CONTRACT PRICE	CONTRACT VALUE	NOTES
BROKER / BUYER	PLANT YEAR	ORIG YEAR	START YEAR	END YEAR	CONTRACT NUMBER									
<b>HAZELNUTS - 2021 BASE = \$0.95/LB</b>														
<b>FIRESTONE FARMS</b>										1.5	TON/ACRE	0.95	/ POUND - CURRENT	
	1995		1995		N/A		HOME-NORTH	LEWIS	15	45,000	\$ 0.95	\$ 42,750	BASE + BONUS	
	1995		1995		N/A		HOME - SOUTH	LEWIS	6	18,000	\$ 0.95	\$ 17,100	BASE + BONUS	
	1995		1995		N/A		RIVER	BARCELONA	9	27,000	\$ 0.95	\$ 25,650	BASE PRICE	
<b>TOTAL HAZELNUTS</b>										<b>30</b>	<b>90,000</b>		<b>\$ 85,500</b>	
<b>STRAWBERRIES</b>														
<b>6 TON/ACRE - \$085/LB</b>										6	TON/ACRE	0.85	/ POUND - 3/1/2022	
	2021		2022	2025	N/A	6	HOME - FOREST	TILLAMOOK	13	156,000	\$ 0.85	\$ 132,600	PLANTED JUNE 2021	
<b>TOTAL STRAWBERRIES</b>										<b>13</b>	<b>156,000</b>	<b>\$ 0.85</b>	<b>\$ 132,600</b>	
<b>WHEAT - COMMODITY PRICED</b>														
<b>130 BUSHEL/ACRE</b>										130	BUSHEL/ACRE	14.00	/ BUSHEL - 3/1/2022	
	2021		2021	-	N/A	21	RIVER	WINTER WHEAT	8	1,040	\$ 14.00	\$ 14,560	PLANTED - FALL 2021	
					N/A	4	BERNARD	WINTER WHEAT	20	2,600	\$ 14.00	\$ 36,400	PLANTED - FALL 2021	
	2022		2022	-	N/A	5	HOME - SHOP	WINTER WHEAT	16	2,080	\$ 14.00	\$ 29,120	PLANTED - FEBRUARY 2022	
<b>TOTAL WHEAT</b>										<b>44</b>	<b>5,720</b>		<b>\$ 80,080</b>	

<b>ALL CROPS</b>														
<b>TOTAL - HOP CROP</b>										<b>303</b>	<b>478,000</b>		<b>\$ 2,384,800</b>	
<b>TOTAL - HAZELNUTS/ FILBERTS</b>										<b>30</b>	<b>90,000</b>		<b>\$ 85,500</b>	
<b>TOTAL - STRAWBERRIES</b>										<b>13</b>	<b>156,000</b>		<b>\$ 132,600</b>	
<b>TOTAL - WHEAT</b>										<b>44</b>	<b>5,720</b>		<b>\$ 80,080</b>	
<b>TOTAL - ALL CROPS</b>										<b>390</b>	<b>729,720</b>		<b>\$ 2,682,980</b>	

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GROWER: CSI FINANCIAL LLC  
 WILLAMETTE VALLEY HOP FARMS INC  
 2701 W 84TH AVE SUITE 200  
 WESTMINSTER, CO 80031

A-B SAP Vendor # 8306761  
 LEINHOLDER: CSI Financial

LEAF & STEM STANDARD: 2  
 SEED STANDARD: 2

INVOICE NUMBER: OR223 - 20230929  
 DATE: 9/29/2023

SOLD TO: ANHEUSER-BUSCH INC  
 ONE BUSCH PLACE  
 ST LOUIS, MO 63118

PAYMENT TERMS: 30

L/S Premium or Penalty 6%  
 POUNDS CONTRACTED: 162,000

CONTRACT NUMBER: All  
 VARIETY: All

CONTRACT #	VARIETY	LOT	QTY Contracted	QTY delivered	# Bales	CONTRACT PRICE	LEAF & STEM %	L/S PREMIUM % (PENALTY)	L/S PRICE ADJUST	SEED %	SEED PENALTY %	SEED PRICE ADJUST	CONTRACT PRICE PLUS ADJUSTMENT(S)	BASE VALUE	TOTAL VALUE
DC411-23	Cascade	23-OR223-004	40,000	8,804	45	\$ 6.35	0	0%	\$ -	2	0%	\$ -	\$ 6.350	\$ 55,905.40	\$ 55,905.40
DC411-23	Cascade	23-OR223-006		2,556	13	\$ 6.35	0	0%	\$ -	0	0%	\$ -	\$ 6.350	\$ 16,230.60	\$ 16,230.60
DC411-23	Cascade	23-OR223-014		28,845	145	\$ 6.35	0	0%	\$ -	0	0%	\$ -	\$ 6.350	\$ 183,165.75	\$ 183,165.75
DC424-23	Nugget	23-OR223-017	72,000	37,921	185	\$ 5.00	0	0%	\$ -	2	0%	\$ -	\$ 5.000	\$ 189,605.00	\$ 189,605.00
DC424-23	Nugget	23-OR223-018		26,675	132	\$ 5.00	0	0%	\$ -	1	0%	\$ -	\$ 5.000	\$ 133,375.00	\$ 133,375.00
DC385-23	Tahoma	23-OR223-009	50,000	9,369	47	\$ 6.05	0	0%	\$ -	1	0%	\$ -	\$ 6.050	\$ 56,682.45	\$ 56,682.45
DC385-23	Tahoma	23-OR223-009A		15,397	77	\$ 6.05	0	0%	\$ -	1	0%	\$ -	\$ 6.050	\$ 93,151.85	\$ 93,151.85
DC385-23	Tahoma	23-OR223-020		23,914	119	\$ 6.05	0	0%	\$ -	0	0%	\$ -	\$ 6.050	\$ 144,679.70	\$ 144,679.70
DC412-23	Willamette	23-OR223-003	40,000	23,450	120	\$ 6.35	0	0%	\$ -	0	0%	\$ -	\$ 6.350	\$ 148,907.50	\$ 148,907.50
DC386-23	Mt Rainier	23-OR223-002	70,000	31,027	159	\$ 6.35	0	0%	\$ -	3	-1%	\$ (0.064)	\$ 6.287	\$ 197,021.45	\$ 195,051.24
DC386-23	Mt Rainier	23-OR223-005		15,905	81	\$ 6.35	0	0%	\$ -	0	0%	\$ -	\$ 6.350	\$ 100,996.75	\$ 100,996.75

TOTAL BALES DELIVERED	1,123
TOTAL POUNDS DELIVERED	223,863
LESS POUNDS CONTRACTED	272,000
LONG/(SHORT) POSITION	(48,137)

Quality Approved By:  
 Quality Approved Date:  
 Post Invoice Against SAP PO#  
 Balance of Invoice posts to SAP Account #

TOTAL		\$ 1,317,751.24
PLUS INSPECTION FEE - PER BALE	\$ 1.25	\$ 1,403.75
LESS: STATE COMMISSION FEES - PER POUND	\$ 0.018	\$ (4,029.53)
PLUS OR MINUS MISC. CREDITS OR CHARGE		
TOTAL DUE GROWER		\$ 1,315,125.45

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Contract No. DC412-23

JUN 03 2025

Salem, OR  
**HOPS PURCHASE AGREEMENT**

This HOPS PURCHASE AGREEMENT is made and entered into this 21st day of, December, 2022 by and between Willamette Valley Hop Farms, a(n) corporation (individual or corporation), residing or with a principal office at 4797 St Paul Highway NE, St Paul, OR 97139 ("Seller") and Anheuser-Busch, LLC, a Missouri limited liability company with its principal offices at One Busch Place, St. Louis, Missouri 63118 ("Buyer").

In consideration of the covenants and agreements contained herein, the parties agree as follows:

1. Type, Quantity and Price.

(a) Seller agrees to sell and deliver, as instructed by Buyer, and Buyer agrees to purchase the quantity of hops set forth below of the Willamette variety ("Hops"), grown for Buyer on the Subject Property (as defined below) located on the real property located in the County of Marion, State of Oregon, the legal description of which is set forth on the attached Exhibit "A" (the "Property"), for the crop year(s) indicated, and at the price ("Base Price") set forth below, subject to adjustment as provided in Section 2 of this Agreement. Buyer will designate the specific acres on the Property where Seller is to grow the Hops (see map or other acceptable marking system set forth on Exhibit A-1 attached hereto; the "Subject Property"). Seller will not grow hops or other crops on the Subject Property during the Term.

Crop Year	Quantity (in lbs., net weight)	Base Price (in U.S. Dollars per lbs., net weight)
2023	20,000	6 and 35/100 Dollars (\$6.35)

(b) Payment for Hops accepted by Buyer, less any unpaid amounts owed to Buyer by Seller under this Agreement or otherwise, whether for the above or any prior crop years, shall be made thirty (30) days after the invoice and other required documentation has been received by Buyer in accordance with Buyer's payment disbursement

cycle (once monthly); provided that Seller has fully performed its obligations hereunder. All payments due under this Agreement on weekends or holidays shall be paid on the next business banking day. Seller shall submit the invoice and other required documentation to A-B in accordance with the step #2 set forth on Exhibit "B" attached hereto and incorporated herein by reference. If Seller has pledged or otherwise encumbered the Hops, or the Hops are subject to any other lien, Buyer shall have the right to withhold from any payment due to Seller hereunder the amount necessary to satisfy and discharge any such lien or encumbrance, and the check(s) for payments required to be made hereunder may be issued directly to the party in whose favor the lien or encumbrance exists or may be made payable jointly to such party and the Seller.

(c) The Base Price shall be deemed to include all costs and expenses of any kind and character due Seller hereunder including but not limited to (i) all shipping, handling, packaging, and freight costs; (ii) costs for storage of Hops prior to delivery to and acceptance by Buyer; and (iii) all sales, use, and other taxes assessed, imposed, or owing upon or by reason of any sale or delivery of Hops under this Agreement. Seller shall have sole responsibility for the reporting and payment of any and all such taxes.

(d) These Terms & Conditions have been defined and negotiated by Anheuser-Busch Inbev S.A., a Belgium company having its registered office at Grande Place 1, 1000 Brussels, Belgium, with an administrative office at Brouwerijplein 1, 3000 Leuven, Belgium ("A-B Inbev") ("Buyer").

## 2. Price Adjustments.

(a) The Base Price is based (i) upon a combined leaf and stem content of zero percent (0%) by weight ("Leaf and Stem Standard"), and (ii) a seed content of no more than two percent (2%) by weight ("Seed Standard"). The Base Price may be adjusted as set forth in Section 2(c) below. The determination of leaf, stem and seed content is the Official Hop Inspection Certificate ("Certificate") issued by the United States Department of Agriculture, or another government agency duly authorized by such Department to analyze the Hops, shall be binding upon the parties. A separate certification of the foregoing shall be made for each two hundred (200) bales of Hops or any fraction of such amount that comprises the balance of any shipment or delivery by Seller under this Agreement.

(b) Buyer may at its sole discretion reject each portion of any shipment or delivery of Hops for which the Certificate shows a combined leaf and stem content in excess of two percent (2%) and/or a seed content in excess of the Seed Standard. Buyer shall have no obligation to pay any part of the purchase price for rejected Hops, and shall otherwise have such rights and remedies as are available to Buyer under this Agreement or any applicable laws by reason of such rejection.

(c) Buyer may at its sole option elect to reduce the purchase price for the amount accepted by an amount equal to one percent (1%) of the Base Price if the combined leaf and stem content is one percent (1%) and by four percent (4%) plus the combined leaf and stem content if the combined leaf and stem content is two percent (2%) or greater. If Buyer elects to accept Hops that do not meet the Seed Standard, then Buyer may also at its sole option elect to

reduce the purchase price for the amount of noncompliant Hops accepted by an amount not to exceed one percent (1%) of the Base Price for each one percent (1%) of the seed content in excess of the Seed Standard.

3. Delivery. Seller agrees to deliver the Hops, in whole or in part, as Buyer may elect, in bales as provided in Section 6(b) below, f.o.b. warehouse designated by Buyer. Such delivery shall be made, unless otherwise agreed by the parties, within twenty-one (21) days of the severance, drying and baling of the Hop crop, the date of each delivery being at Buyer's direction.

4. Inspection and Acceptance.

(a) Buyer shall have the right at any time to enter upon the Property, which shall be deemed to include all property in each County and State specified in Section 1 above upon which Seller is growing or otherwise handling Hops of any type whatsoever, and all buildings and structures thereon, for the purpose of inspecting the growth, harvesting, curing, baling, storage, testing and certification of all Hops thereon, and for the further purpose of selecting Hops for delivery.

(b) Buyer shall have the absolute right to reject any and all Hops which for any reason fail to meet each of the standards and requirements set forth in this Agreement, or with respect to which Seller has breached any representation or warranty made by it, or has failed to comply with any other provision contained herein. This right shall be without prejudice to Buyer's other rights and remedies under this Agreement and any applicable law by reason of any such failure or breach.

(c) Rejection of Hops by Buyer shall be made by sending written notice of rejection to Seller within thirty (30) days following delivery of the Hops in accordance with Section 3 above. Such notice shall be deemed timely given if given to the Seller in accordance with Section 12 of this Agreement within such thirty (30) day period.

(d) No examination, receipt, physical custody or delivery of the Hops by or to Buyer, whether before, during or after harvest, shall constitute or be deemed an acceptance of the Hops or a waiver by Buyer of any of its rights and remedies under this Agreement or any applicable law. No act of Buyer shall constitute or be deemed an acceptance of the Hops except (i) an express written acceptance, (ii) failure to execute a written rejection within the thirty (30) day period specified above, or (iii) payment in full to Seller for the Hops.

5. Passage of Title; Security Agreement; Risk of Loss.

(a) The Hops shall be identified as goods to which this Agreement refers, and title thereto shall pass to Buyer at such time as Buyer accepts or is deemed to accept the Hops in accordance with this Agreement.

(b) In order to secure the performance of all obligations of Seller to Buyer arising under this Agreement or otherwise, Seller hereby grants to Buyer a security interest in all of Seller's interest in the Hops; all private or governmental crop or other insurance on the Hops,

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all payment in kind loans (PIK), subsidy, or other State or federal governmental payments related to the Hops, or to taking or keeping the property out of cultivation; and all of Seller's rights under this Agreement, in each case whether now owned or hereafter acquired, together with the products and proceeds thereof (all of the foregoing referred to herein as the "Collateral"). In furtherance of such security interest, and immediately upon receipt thereof, Seller shall transfer and deliver to Buyer all Collateral which Buyer is required to take possession of in order to perfect its security interest. Buyer's security interest shall be evidenced by financing statement(s) or other instrument(s) reasonably requested by Buyer, with respect to which Seller agrees to take all reasonable actions required by Buyer.

(c) Buyer agrees to subordinate its interest in the Collateral to a financial institution of Seller's choice, but only subject to and to the extent provided for in a subordination agreement in a form reasonably acceptable to Buyer to assure Buyer that, notwithstanding the security interest of such financial institution, all Hops shall be delivered to Buyer as required by this Agreement, free and clear of any interest of such financial institution or any other party.

(d) All risk of loss of any type and from any cause, including, without limitation, damage to or disease or destruction of the Hops from any cause, either before or after harvest, shall remain with Seller until delivery of the Hops to the warehouse designated by Buyer under Section 3 above, and acceptance of the Hops by Buyer, at which time risk of loss shall be borne by Buyer.

6. Growing and Packing Instructions.

(a) Seller shall continuously eliminate all diploid male hop roots on the Property. Seller shall further cultivate, spray, and dust, as necessary, and cleanly pick, properly dry (using fuel approved by Buyer that has a low sulfur content), cure and bale the Hops, all in accordance with good agricultural practices and Buyer's reasonable directions.

(b) Seller shall wrap the Hops in synthetic material acceptable to Buyer. Hops wrapped in synthetic material shall be deemed to have zero (0) tare weight. Seller shall obtain Buyer's prior written approval before wrapping any Hops in burlap. If such approval is granted, Seller shall use twenty-four (24) ounce jute burlap baling cloth with seventeen (17) or more stitches per side. Hops wrapped in such burlap shall be deemed to have a tare weight of five (5) pounds per bale. Each bale, whether wrapped in synthetic material or burlap, shall have a gross weight of not less than one hundred eighty-five (185) pounds and not greater than two hundred ten (210) pounds unless prior approval is granted by Buyer. Seller shall follow all instructions of Buyer regarding packing, bale marking, weights, documents and other shipping requirements of Buyer.

7. Seller's Warranties.

Seller represents and warrants to Buyer as follows:

(a) Compliance with Law. The growing, production, baling and handling, shipment and delivery of the Hops shall comply with all applicable federal, state and local laws, regulations, standards and requirements, including, without limitation, those relating to

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adulteration, branding, grades, agricultural chemicals, pesticide chemicals, pesticides, economic poisons and the requirements of interstate commerce. By way of example, and not limitation, no Hops contained in any shipment or delivery made by Seller to or on the order of Buyer shall, as of the date of shipment or delivery, be (i) adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act of 1938, as amended to the date of shipment or delivery (the "Act"), or any other federal, state, or local law, or (ii) an article which may not, under the provisions of Sections 301(d), 404 or 505 of the Act, or any similar provision in the Act or any such other law, be introduced into interstate or intrastate commerce. Further, all Hops shipped or delivered by Seller to or on the order of Buyer shall be accompanied by any and all proper certificates and documents of whatever kind may then be required by any law, regulation, or control program.

(b) Quality. The Hops shall at all times prior to the date of acceptance by Buyer be (i) as described in this Agreement and grown and packed by Seller in accordance with Section 6 above; (ii) in sound condition, with a good and even color, fully matured but not overripe, flaky, cleanly picked, and dried and cured so that they are not overdried, slack, boardy or broken; (iii) free from vermin, mold or other diseases, sweepings and other foreign matter, and shall have an Aphis count of not more than two hundred fifty (250) per gram of Hops; (iv) unadulterated and not injuriously affected by agricultural chemicals; (v) pure in variety with an aroma which is fresh and characteristic of the variety described in this Agreement; and (vi) suitable for use in the brewing process used by Buyer. Buyer or Buyer's designated representative shall make the determination as to whether the Hops comply with the quality standards set forth above, and such determination shall be binding upon the parties hereto.

(c) Title to Hops; Liens. Seller has the full right to enter into this Agreement, is the sole owner of the Collateral, and shall, prior to identification of the Hops to this Agreement and passage of title to Buyer, be the sole owner of the Hops. Seller has not sold or agreed to sell any Hops or Collateral to anyone other than Buyer, and shall not make or enter into any such sale or agreement while this Agreement remains in effect. Seller shall keep the Hops and the Collateral free and clear of liens, security interest or encumbrances, and will not assign, mortgage, lease, transfer, pledge, grant a security interest in, encumber or otherwise dispose of or abandon any part or all of the Hops or the Collateral or any interest therein, voluntarily or by operation of law, without the prior written consent of Buyer, except as permitted by Section 5 of this Agreement.

(d) Location of Records and Collateral. Seller's notice address in Section 13 of this Agreement is the location of its place of business and its chief executive office, and the Collateral and its records concerning the Collateral are kept at such address. Seller will promptly notify Buyer of any change or changes in the location of any of the Collateral or any of the records with respect to such Collateral, its place of business or its chief executive office, and it will promptly inform Buyer, upon request, of the location of any of the Collateral.

(e) No Conflicting Agreements. There are no provisions of any existing mortgage, indenture, or other agreement binding upon Seller or affecting the Hops, the Collateral, or the property, which would conflict with or in any way prevent the execution, delivery, or carrying out of the terms of this Agreement, and the execution and delivery of this Agreement will not result in the breach of any provision of any such mortgage, indenture or other agreement.

(f) Quality of Services. All services provided by Seller in connection with this Agreement shall be conducted in a good, workmanlike, and professional manner in accordance with the highest standards applicable to Seller's industry.

(g) Warranties to Survive Acceptance and Delivery. All of Seller's representations and warranties under this Section 7 and all of its subsections, and Seller's other covenants and obligations under this Agreement, shall survive delivery and acceptance of the Hops by Buyer.

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8. Term and Termination.

(a) This Agreement shall be effective as of the date first written above, shall expire at midnight on December 31 of the last crop year entered in Section 1(a) above and shall include the crop years stated in Section 1(a) above.

(b) Either party to this Agreement shall have the right to terminate this Agreement immediately if any of the representations or warranties made by the other party in this Agreement are untrue or inaccurate in any material respect.

(c) Buyer shall have the right at any time to terminate this Agreement, without prejudice to any other legal rights to which Buyer may be entitled, upon the occurrence of any one or more of the following:

(1) Material default in performance by Seller of any of the provisions of this Agreement, which default is not cured within ten (10) days following Seller's receipt of written notice specifically describing such default;

(2) Any assignment by Seller for the benefit of Seller's creditors;

(3) The appointment of a trustee, receiver, or officer of any court for Seller or for a substantial part of the property of Seller, whether with or without its consent; or

(4) The institution of bankruptcy, composition, reorganization, insolvency, or liquidation proceedings by or against Seller without such proceedings being dismissed within thirty (30) days from date of the institution thereof.

9. Indemnity.

(a) Seller hereby agrees to indemnify, defend with legal counsel acceptable to Buyer, and hold harmless Buyer, its parent, subsidiaries, and affiliates and their respective directors, officers, employees, and agents from and against any and all claims, liabilities, losses, damages, injuries, demands, actions, causes of action, suits, proceedings, judgments and expenses, including reasonable attorneys' fees, court costs and other legal expenses associated with enforcing Buyer's rights hereunder or defending itself from any claim asserted against it including, without limitation, those costs incurred at the trial and appellate levels and in any bankruptcy,

reorganization, insolvency, or other similar proceedings, and other legal expenses arising from or connected with: (a) any breach by Seller of any provision of this Agreement or the inaccuracy of any warranty or representation made by Seller in this Agreement or (b) any act or omission to act by Seller directly or indirectly related to Seller's performance of this Agreement.

(b) Within five (5) business days after Seller's receipt of notice from an indemnified party of a claim against it coming within the purview of these indemnities, Seller shall undertake the defense of such claim with counsel satisfactory to and approved by Buyer. If Seller fails to undertake and sustain the defense of any claim in the manner required by this Section, Buyer may engage separate counsel, pay, settle or otherwise finally resolve any such claim for the account and at the risk and expense of Seller. Any payment, settlement, or final resolution otherwise by Buyer shall release Seller from liability for such claim. If Seller undertakes the defense of a claim in the manner required by this Section, Buyer may, at its own expense, engage separate counsel and participate in the defense of any claim brought against it.

10. Public Records. Promptly on Buyer's demand at any time and from time to time, Seller shall take all reasonable actions requested by Buyer in connection with the preparation, and filing of financing statements and other documents to evidence Buyer's right, title, and interest in and to the Hops and its security interest in the Collateral under this Agreement. Seller agrees that such documents may be filed and/or recorded by Buyer, at Buyer's expense, in such public records, and/or delivered to such third parties, as Buyer may deem appropriate, and may otherwise be used by Buyer as Buyer deems appropriate for the purpose of evidencing its right, title and interest in and to the Hops and its security interest in the Collateral.

11. Notices. Any written notice required or permitted under the terms of this Agreement shall be given and be deemed to have been duly delivered if delivered in person to the notice address set forth below of the party for whom it is intended, or deposited registered or certified mail, postage prepaid, in the United States mail, or delivered to a responsible overnight courier, addressed to the applicable party at such notice address, or when sent via email to the email address noted below. Each party may change its notice address hereunder, by notice to the other party in accordance with this provision.

Seller:

Willamette Valley Hop Farms  
4797 St Paul Hwy NE  
PO Box 456  
St Paul, OR 97137  
Attention: Julie Kirk, 503-932-3271  
wwhf.operations@gmail.com

Buyer:

Anheuser-Busch, LLC  
One Busch Place  
St. Louis, Missouri 63118  
Attention: Director, Agro Raw Materials Dept  
Email: [zac.german@anheuser-busch.com](mailto:zac.german@anheuser-busch.com)  
with copy to: [kimberly.rogowski@anheuser-busch.com](mailto:kimberly.rogowski@anheuser-busch.com)

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12. Books and Records; Expenses. Except as otherwise specifically provided in this Agreement, each party shall be responsible for any expenses incurred by such party in connection herewith. During the term of this Agreement and for a period of at least two (2) years thereafter, Seller shall maintain such books and records (collectively, the "Records") as are necessary to substantiate that (i) all warranties made by Seller in this Agreement are true and accurate in all respects and it is in full compliance with this Agreement, (ii) all invoices and other charges submitted to any Buyer for payment hereunder were valid and proper, and (iii) no payments have been made, directly or indirectly, by or on behalf of Seller to or for the benefit of any Buyer employee or agent who may reasonably be expected to influence Buyer's decision to enter into this Agreement or Buyer's or any of its subsidiaries and affiliates decision to purchase Goods from Seller, or the amount of any payments to be made in connection therewith. All Records shall be maintained in accordance with generally accepted accounting principles consistently applied. Buyer and/or its representatives shall have the right at any time during business hours, upon two business days notice, to examine said Records.

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13. Anti-Slavery and Human Trafficking.

(a) **Certificate.** Seller shall execute and deliver to Buyer a certificate in the form attached hereto as Exhibit "C" attached hereto and incorporated herein by reference wherein Seller certifies to Buyer that Seller is in compliance with all applicable laws regarding slavery and human trafficking in the countries which Seller does business.

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(b) **Audit.** Buyer or an independent and appropriately qualified third party engaged by any of them may conduct an audit at any time the Seller's facilities during normal business hours for the limited purpose of evaluating Seller's compliance with Section 13(a) above and compliance with Seller's standards regarding slavery and human trafficking.

14. Anti-Bribery. Seller covenants and agrees that in performing its obligations under this Agreement in carrying out the transactions under this Agreement and in obtaining any governmental approvals required in connection with this Agreement, none of Seller and its officers, directors, employees and agents will offer, pay, promise or authorize payment of anything of value to any government official, political party or political candidate in violation of any anti-bribery or anti-corruption laws, or take any other action that would violate any anti-bribery or anti-corruption laws binding on such person or in effect in any jurisdiction in which such action is taken.

15. Responsible Sourcing Policies and Business Integrity. Anheuser-Busch InBev SA/NV ("A-B InBev", including all A-B InBev affiliates, including but not limited to Buyer) is committed to responsible sourcing and business integrity. Seller shall comply at all times with AB InBev's Global Responsible Sourcing Policy for Farms, as published by AB InBev and available at <https://www.ab-inbev.com/our-policies.html>, as the same may be amended from time to time. To that end, Seller shall comply at all times with any reasonable instructions, guidance or requirement to take steps issued by AB InBev and/or Buyer in relation to responsible sourcing. Such instructions, guidance or requirement to take steps may include: (a) disclosure of information specified in AB InBev's Global Responsible Sourcing Policy; (b) participating in partnerships with the AB InBev Group in support of responsible sourcing initiatives; and (c) certifying confirming with the policies listed above upon. In addition, Seller shall ensure that

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any officers, employees, representatives, subsidiaries, agents, sub-contractors or suppliers providing crops and/or services in connection with Seller's provision of crops and/or services to Buyer hereunder comply with this Section.

16. Better World. AB InBev (including all of AB InBev's affiliates including but not limited to Buyer) is committed to constantly reducing the environmental impact of its business activities (referred to as "**Better World**"). The 2025 goals of AB InBev's Better World agenda are (i) Smart Agriculture: 100% of our growers will be skilled, connected, and financially empowered, (ii) Water Stewardship: 100% of our communities in high-stress areas will have measurably improved water availability and quality, (iii) Circular Packaging: 100% of our products will be in packaging that is returnable or made from majority recycled content, and (iv) Climate Action: 100% of our purchased electricity will be from renewable sources and a 25% reduction in CO2 emissions across our value chain. Where possible, AB InBev and Buyer therefore expect Seller to identify opportunities that optimize the natural resource efficiency of hop production by decreasing the actual water usage or increasing the productivity. Seller shall inform Buyer of any program implemented that improves the sustainability of hop production and/or optimizes natural resources usage. Seller acknowledges that reducing the environmental impact of its raw material supply chain is an important priority to AB InBev and Buyer, and agrees to make reasonable commercial efforts to identify solutions that will help AB InBev reach its Better World goals. Such efforts will include an annual review of Seller's initiatives in place and a mutual discussion of potential opportunities.

17. Government Compliance. A-B is an equal opportunity employer and federal contractor or subcontractor. Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws

18. Miscellaneous.

(a) Each of the individuals executing this Agreement on behalf of a corporation, partnership or other entity certifies that he or she is duly authorized to do so. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements with respect thereto. This Agreement cannot be altered or modified except by an agreement in writing signed by authorized representatives of both parties and specifically referring to this Agreement. This Agreement shall apply to, bind, and inure to the benefit of the parties hereto, and their respective successors and permitted assigns.

(b) Except as permitted in this Agreement, neither this Agreement nor any right, interest or obligation hereunder shall be assigned by Seller without the prior written consent of Buyer, nor shall the same be assignable by operation of law. No consent by Buyer to an assignment shall be deemed a consent by Buyer to any further assignment.

(c) Should any provision(s) of this Agreement be declared invalid or unenforceable by any court or other body having jurisdiction, such declaration shall not affect any of the other terms and conditions hereof, each of which shall remain in full force and effect.

(d) Headings of particular sections, subsections, and paragraphs are inserted only for convenience and are in no way to be construed to be a part of this Agreement or as a limitation of the scope of the sections, subsections, or paragraphs to which they refer.

(e) The rights and remedies set forth herein are intended to be cumulative, and the exercise of any one right or remedy by either party shall not preclude or waive its exercise of any other rights or remedies hereunder or pursuant to law or equity.

(f) This Agreement may be executed in two or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

(g) This Agreement is entered into in the State of Missouri and shall be governed by and enforceable in accordance with laws of the State of Missouri. To the extent that there is to be a delivery or performance of services hereunder, such services shall be deemed "goods" within the definition of the Uniform Commercial Code, except when deeming such services as "goods" would result in a clearly unreasonable interpretation.

(h) The representations, warranties, remedies, and indemnities specified in this Agreement (including, without limitation, those specified in Sections 7 and 9) shall survive the expiration or earlier termination of this Agreement, shall not be deemed waived either by reason of acceptance or payment, and shall be in addition to those implied by or available at law. The provisions of this Section 17 shall survive the expiration or earlier termination of this Agreement.

[SIGNATURE PAGE TO FOLLOW]

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

Willamette Valley Hop Farms Inc., SELLER

ANHEUSER-BUSCH, LLC  
BUYER

By: [Signature]

By: [Signature]

Name: Julie Kivik

Name: Zac German

Title: V.P.

Title: Mgr Hops Procurement

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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STATE OF OREGON  
 COUNTY OF MARION

CERTIFICATE OF WATER RIGHT

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This Is to Certify, That **DICK KIRK**

97137

of **Box 36, Saint Paul**, State of **Oregon**, has made proof to the satisfaction of the STATE ENGINEER of Oregon, of a right to the use of the waters of **Mission Creek and reservoir constructed under Application numbered R-44515, Permit numbered R-5248** a tributary of **Champoeg Creek** for the purpose of **irrigation of 5.4 acres and supplemental irrigation of 145.5 acres**

under Permit No. **33222** of the State Engineer, and that said right to the use of said waters has been perfected in accordance with the laws of Oregon; that the priority of the right hereby confirmed dates from **August 7, 1968**

that the amount of water to which such right is entitled and hereby confirmed, for the purposes aforesaid, is limited to an amount actually beneficially used for said purposes, and shall not exceed **1.89 cubic feet per second from creek and 137.59 acre feet stored water only** from reservoir

or its equivalent in case of rotation, measured at the point of diversion from the stream. The point of diversion is located in the **Lot 3 (SW $\frac{1}{4}$  NW $\frac{1}{4}$ ), Section 20, Lot 7 (SE $\frac{1}{4}$  SE $\frac{1}{4}$ ) Section 8, T. 4 S., R. 2 W., W. M., Pump-1360 feet South and 150 feet West from NW Corner, Shell DLC 86, Dam-South 85 degrees West 380 feet from NW Corner, Pettier DLC 92.**

The amount of water used for irrigation, together with the amount secured under any other right existing for the same lands, shall be limited to **one-eightieth** of one cubic foot per second per acre, or its equivalent for each acre irrigated from direct flow and shall be further limited to a diversion of not to exceed **2 $\frac{1}{2}$  acre feet per acre** for each acre irrigated during the irrigation season of each year from direct flow and storage from reservoir constructed under Permit number R-5248, provided further that the right allowed herein shall be limited to any deficiency in the available supply of any prior right existing for the same land and shall not exceed the limitation allowed herein,

and shall conform to such reasonable rotation system as may be ordered by the proper state officer. A description of the place of use under the right hereby confirmed, and to which such right is appurtenant, is as follows:

<u>Primary</u>	<u>Supplemental</u>	
	0.1 acre	NE $\frac{1}{4}$ NW $\frac{1}{4}$
0.3 acre	1.3 acres	NW $\frac{1}{4}$ NW $\frac{1}{4}$
0.1 acre	20.7 acres	SW $\frac{1}{4}$ NW $\frac{1}{4}$
	30.8 acres	SE $\frac{1}{4}$ NW $\frac{1}{4}$
	17.9 acres	NE $\frac{1}{4}$ SW $\frac{1}{4}$
	18.9 acres	NW $\frac{1}{4}$ SW $\frac{1}{4}$
	All as projected within Shell DLC 86	
2.2 acres	2.9 acres	Lot 4 (NW $\frac{1}{4}$ SW $\frac{1}{4}$ )
	11.5 acres	SW $\frac{1}{4}$ SW $\frac{1}{4}$
	15.7 acres	SE $\frac{1}{4}$ SW $\frac{1}{4}$
	13.9 acres	NW $\frac{1}{4}$ SE $\frac{1}{4}$
2.8 acres	11.8 acres	SW $\frac{1}{4}$ SE $\frac{1}{4}$
	All as projected within Shell DLC 86	
	Section 20	
	T. 4 S., R. 2 W., W. M.	

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

WITNESS the signature of the State Engineer, affixed this date. **May 15, 1974**

**Chris L. Wheeler**  
 State Engineer



REEL 3724 PAGE 488  
 MARION COUNTY  
 BILL BURGESS, COUNTY CLERK  
 07-22-2015 10:24 am.  
 Control Number 389386 \$ 61.00  
 Instrument 2015 00031259

AmériTitle 55263AM

Grantor's Name and Address	
Willamette Valley Hops Farms, Inc.	
4797 St. Paul Highway	
Saint Paul, OR 97137	
Grantee's Name and Address	
After recording return to:	
Willamette Valley Hops Farms, Inc.	
4797 St. Paul Highway	
Saint Paul, OR 97137	

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 JUN 03 2025  
 Salem, OR

Until a change is requested all tax statements shall be sent to the following address:  
 Willamette Valley Hops Farms, Inc.  
 4797 St. Paul Highway  
 Saint Paul, OR 97137

File No. 55263AM

**BARGAIN AND SALE DEED**

KNOW ALL MEN BY THESE PRESENTS, That

**Richard Clement Kirk,**

hereinafter called Grantor, for the consideration hereinafter stated, does hereby grant, bargain, sell and convey unto

**Willamette Valley Hop Farms, Inc.**

hereinafter called Grantee, and unto Grantee's heirs, successors and assigns all of that certain real property with the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining, situated in the County of Marion, State of Oregon, described as follows, to wit:

**See Attached Exhibit "A"**

FOR INFORMATION PURPOSES ONLY, THE MAP/TAX ACCT #(S) ARE REFERENCED HERE:

04S-02W-20C 500 R12116  
 04S-02W-20 500  
 04S-02W-02C 600

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$00.00. However, the actual consideration consists of or includes other property or value given or promised which is the whole / part of the consideration.

To Have and to Hold the same unto grantee and grantee's heirs, successors and assigns forever.

In construing this deed, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this deed shall apply equally to corporations and to individuals.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

In Witness Whereof, the grantor has executed this instrument this 22 day of July, 2015; if a corporate grantor, it has caused its name to be signed and its seal if any, affixed by an officer or other person duly authorized to do so by order of its board of directors.

*Richard Clement Kirk*  
Richard Clement Kirk

Received by OWRD  
JUN 03 2015  
Salem, OR

State of Oregon } ss  
County of Marion }

On this 22 day of July, 2015, before me, Lisa Denise Kutsch a Notary Public in and for said state, personally appeared Richard Clement Kirk, known or identified to me to be the person(s) whose name(s) (s) is/are subscribed to the within Instrument and acknowledged to me that he/she/they executed same.  
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Lisa Denise Kutsch  
Notary Public for the State of Oregon  
Residing at: Marion County  
Commission Expires: 9-21-17

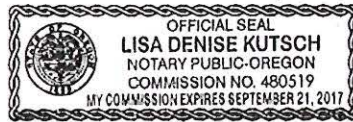


Exhibit "A"

PARCEL I:

Beginning on the South line of the J. Sheil Donation Land Claim No. 86 in Township 4 South, Range 2 West of the Willamette Meridian in Marion County, Oregon, at a point that is 19.50 chains West of the most Southerly Southeast corner of said Donation Land Claim; thence North 16.22 chains along the West line of the 35.09 acre tract conveyed by deed recorded in Volume 150, Page 188, Deed Records, to the Northwest corner of said tract on the South line of the 91.86 acre tract conveyed to Sylvester J. Smith by deed recorded in Volume 151, Page 517, Deed Records; thence West along the South line of said Smith tract and along the South line of tracts of Land conveyed by deeds recorded in Volume 157, Page 136, and Volume 150, Page 188, Deed Records, to the Southwest corner of the 15.85 acre tract conveyed by deed Recorded in Volume 150, Page 188; thence North 1° East 9.79 chains along the West line of said tract to a point in the center of the County Road; thence North 84°2' East 8.39 chains to a point in the center of said road; thence South 89°25' East along said road to an inner angle of said James Sheil Donation Land Claim; thence North along the East line of the Northerly projection of said Donation Land Claim, 24 chains to the most Northerly Northeast corner of said Sheil Donation Land Claim; thence West along the North line of said Donation Land Claim, 26.64 chains to the Northwest corner of said Donation Land Claim; thence South 4-1/2° West along the West side of said Donation Land Claim about 20 chains to a line dividing the West one-half of Section 20 in said Township 4 South, Range 2 West, into North and South halves; thence West along said division line and a direct extension of said line to the East line of the St. Paul Mission Donation Land Claim; thence South along said line, 22.27 chains to the Southeast corner of said Donation Land Claim; thence West, 4.70 chains; thence South 5.15 chains, more or less, to a Westerly extension of the South line of said Sheil Donation Land Claim; thence East to and along the South line of James Sheil Donation Land Claim, 65.15 chains to the place of beginning.

SAVE AND EXCEPT the right of way granted by Thomas Kirk and John Kirk to the Oregonian Railway Company Limited, a corporation, as shown by deed recorded November 6, 1880, in Volume 26, Page 90, Deed Records for Marion County, Oregon. ALSO SAVE AND EXCEPT all roads and rights of way.

ALSO SAVE AND EXCEPT the following: Beginning at a point which is the intersection of the center line of the Marion County Market Road No. 14 (which is the St. Paul- Woodburn Highway), and the East line of the St. Paul's Mission Donation Land Claim No. 75 in Township 4 South, Range 2 West of the Willamette Meridian, Marion County, Oregon; thence running Easterly along the centerline of said Market Road No. 14, 175.00 feet; thence South and parallel with the East boundary line of said St. Paul's Mission Donation Land Claim, 300.00 feet; thence Westerly, parallel with the centerline of said Market Road No. 14, 175.00 feet to the East line of said Donation Land Claim; thence North along the East line of said Donation Land Claim, 300.00 feet to the place of beginning, being situated in the Southeast quarter of Section 19, Township 4 South, Range 2 West of the Willamette Meridian in Marion County, Oregon.

ALSO SAVE AND EXCEPT the County Road.

ALSO SAVE AND EXCEPT the following: Beginning at a point which is 381.00 feet Westerly along the South line of Market Road No. 14 from the intersection of the South line of said Market Road with the centerline of Bernard's Lane in Marion County, Oregon, said point of intersection being North 89°25' West 7.73 chains and South 84°02' West 8.39 chains and South 1° West 30.0 feet from the Southwest corner of the Peter Cleary Donation Land Claim in Township 4 South, Range 2 West of the Willamette Meridian in Marion County, Oregon; thence Westerly, along the South line of said Market Road, 120.00 feet; thence South, parallel with the West line of said Bernard's Lane, 210.00 feet; thence Easterly, parallel with the South line of said Market Road, 120.00 feet; thence Northerly, parallel with the West line of said Bernard's Lane, 210.00 feet to the place of beginning.

ALSO SAVE AND EXCEPT: Beginning at the point of intersection of the West line of the J. Sheil Donation Land Claim No. 86, in Township 4 South, Range 2 West of the Willamette Meridian, in Marion County, Oregon, with the North line of Market Road No. 14; thence Easterly along the North line of Market Road No. 14, 475 feet; thence Northerly and parallel with the boundary line between the Kirk and McKillip Farms 420 feet; thence Westerly 475 feet; more or less, to a point that lies 420 feet Northerly from the point of beginning on the West line of said Donation Land Claim; thence Southerly 420 feet along the West boundary line of said Sheil Donation Land Claim to the point of beginning, and being a part of the J. Sheil Donation Land Claim No. 86; in Township 4 South, Range 2 West of the Willamette Meridian, in Marion County, Oregon.

ALSO SAVE AND EXCEPT: Beginning at a point which is North 89°25' West 7.73 chains and South 84°02' West 8.39 chains and South 01°00' West 120.00 feet from the Southwest corner of Peter Clery Donation Land Claim in Township 4 South, Range 2 West of the Willamette Meridian, Marion County, Oregon; said beginning point being also in the center of Bernard's Lane; thence South 01°00' West along the center of said Bernard's Lane 140.00 feet; thence West 140.00 feet; thence North 01°00' East, 140.00 feet; thence East 140.00 feet to the point of beginning.

ALSO SAVE AND EXCEPT: Beginning at a point which is North 89°25' West 7.73 chains and South 84°02' West 8.39 chains and South 01°00' West 260.00 feet from the Southwest corner of Peter Clery Donation Land Claim in Township 4 South, Range 2 West of the Willamette Meridian, Marion County, Oregon; said beginning point being also in the center of Bernard's Lane; thence South 01°00' West along the center of said Bernard's Lane, 120.00 feet; thence West 120.00 feet; thence North 01°00' East 120.00 feet; thence East 120.00 feet to the point of beginning.

ALSO SAVE AND EXCEPT: Beginning at a point on the South line of Market Road No. 14 Marking the Northeast corner of that tract of land conveyed to Terrance J. Kirk, Sr. and Joyce E. Kirk, by instrument recorded in Volume 690, Page 308, Deed Records for Marion County, Oregon, which point is recorded as being 381.00 feet Westerly along the South line of said Road from its intersection with the centerline of Bernard's Lane, said point of intersection is recorded as being North 89°25' West 7.73 chains and South 84°02' West 8.39 chains and South 1°00' West 30.00 feet from the Southwest corner of the Peter Cleary Donation Land Claim in Township 4 South, Range 2 West of the Willamette Meridian in Marion County, Oregon; thence Easterly along the South line of said Market Road, 62.00 feet; thence Southerly, parallel with the East line of said Kirk Tract, 210.00 feet; thence Westerly, parallel with the South line of said Market Road, 62.00 feet to the Southeast corner of said Kirk Tract; thence Northerly along the East line of said Kirk Tract, 210.00 feet to the point of beginning.

ALSO SAVE AND EXCEPT: Beginning at a point on the South line of Market Road No. 14 which point is 651.05 feet Westerly along the South line of said Road from its intersection with the centerline of Bernard's Lane, said point of intersection is recorded as being North 89°25' West 7.73 chains and South

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JUN 03 2025  
Salem, OR

84°02' West 8.39 chains and South 1°00' West 30.00 feet from the Southwest corner of the Peter Cleary Donation Land Claim in Township 4 South, Range 2 West of the Willamette Meridian in Marion County, Oregon; thence Easterly along the South line of said Market Road, 150.05 feet to the Northwest corner of that tract of land conveyed to Terrance J. Kirk, Sr. and Joyce E. Kirk, by instrument recorded in Volume 690, Page 308, Deed Records for Marion County, Oregon; thence Southerly along the West line of said Kirk Tract, 185.00 feet; thence Northwesterly in a straight line, 161.50 feet to a point which is 155.00 feet Southwesterly from the point of beginning, thence Northeasterly in a straight line, 155.00 feet to the point of beginning.

**ALSO SAVE AND EXCEPT:**

Beginning at the Northwest corner of the J. Servant Donation Land Claim No. 94, in Section 19, Township 4 South, Range 2 West of the Willamette Meridian, Marion County, Oregon, at a point which is also the Southwest corner of a tract of land conveyed to Richard C. and Joanne M. Kirk, by deed, as described in Reel 319, Page 202, Marion County Records; thence North 89°53' East, along the South line of said Kirk tract, 615.57 feet; thence North 3°47'10" West 576.76 feet; thence North 48°17'21" West 349.35 feet to the East line of a tract of land conveyed to Edward T. and Carol M. Brentano, by deed, as described in Volume 613, Page 591, Marion County Records; thence South 0°36'41" East, along said East line, 456.82 feet to the Southeast corner thereof; thence South 89°23'19" West, along the South line of said Brentano tract, 322.79 feet to the Northeast corner of the L. Sanvie Donation Land Claim No. 62 in said County and State; thence South 0°12' East, along the East line of said Claim, 348.97 feet to the point of beginning.

**ALSO SAVE AND EXCEPT:**

Beginning at the most Northerly Northeast corner of J. Shiel Donation Land Claim No. 86 in Township 4 South, Range 2 West of the Willamette Meridian in Marion County, Oregon; thence South 00°04'01" West, 1548.61 feet to an iron rod; thence South 00°21'49" West 35.39 feet to center line of Marion County Market Road No. 14 (which is the St. Paul - Woodburn Highway); thence North 86°41'04" West 399.35 feet along center line of said road; thence South 84°49'29" West 247.80 feet along center line of said road; thence North 02°17'12" East, 30 feet, more or less, to an iron rod at the Northern edge of the County Road and the point of beginning; thence North 02°17'15" East 201.25 feet to an iron rod; thence North 89°29'49" West 326.08 feet to an iron rod; thence South 06°37'17" West 235.74 feet to an iron rod at the Northern edge of the County Road; thence North 84°59'53" East 346.54 feet to the point of beginning. (04S-02W-20 TL#500)

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Salem, OR

**PARCEL II**

Beginning at a point which is North 89°25' West 7.73 chains and South 84°02' West 8.39 chains and South 01°00' West 260.00 feet from the Southwest corner of Peter Clery Donation Land Claim in Township 4 South, Range 2 West of the Willamette Meridian, Marion County, Oregon; said beginning point being also in the center of Bernard's Lane; thence South 01°00' West along the center of said Bernard's Lane, 120.00 feet; thence West 120.00 feet; thence North 01°00' East 120.00 feet; thence East 120.00 feet to the point of beginning. (04S-02W-20C TL#500)

**PARCEL III:**

Beginning at a point which is North 89°25' West 7.73 chains and South 84°02' West 8.39 chains and South 01°00' West 120.00 feet from the Southwest corner of Peter Clery Donation Land Claim in Township 4 South, Range 2 West of the Willamette Meridian, Marion County, Oregon; said beginning point being also in the center of Bernard's Lane; thence South 01°00' West along the center of said Bernard's Lane, 140.00 feet; thence West 140.00 feet; thence North 01°00' East, 140.00 feet; thence East 140.00 feet to the point of beginning. (04S-02W-20C TL#600)

**REEL: 3724**

**PAGE: 488**

**July 22, 2015, 10:24 am.**

CONTROL #: 389386

State of Oregon  
County of Marion

I hereby certify that the attached instrument was received and duly recorded by me in Marion County records:

FEE: \$ 61.00

BILL BURGESS  
COUNTY CLERK

THIS IS NOT AN INVOICE.

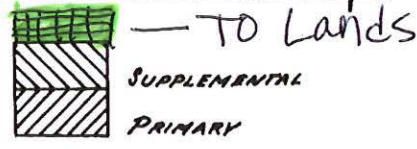
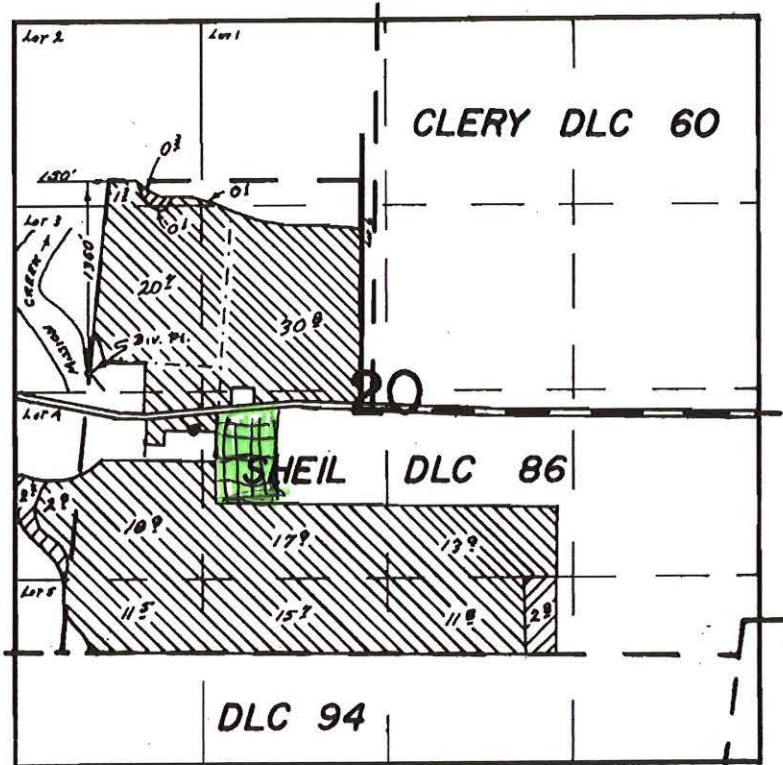
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Salem, OR

T.4S. R.2W. W.M.

Received by OWRD

JUN 03 2025

Salem, OR



**FINAL PROOF SURVEY**  
UNDER

Application No. 45260 Permit No. 33222

IN NAME OF

DICK KIRK

Surveyed MAY 22 1973, by T. J. PAUL



**DAVIS Arla L \* WRD**

---

**From:** WACKER Gregory J \* WRD  
**Sent:** Wednesday, July 30, 2025 12:49 PM  
**To:** DAVIS Arla L \* WRD  
**Subject:** Measurement Condition T-14668

Good afternoon Arla,

Eliminating the Totalizing Flow Meter requirement on T-14668 would be fine with me.

Thanks,

Greg Wacker

Watermaster, District 16

Oregon Water Resources Department

725 Summer St NE Ste A Salem, OR 97301 | 971-719-6262



Integrity | Service | Technical Excellence | Teamwork | Forward-Looking

# Watermaster Review Form: Water Right Transfer



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

Transfer Application: T-14668

Review Due Date: 07/06/2025

Applicant Name: WILLAMETTE VALLEY HOPSC/O RICHARD AND JULIE KIRK

Proposed Changes:  POU  POD  POA  USE  OTHER

Reviewer(s): G. Wacker

Date of Review: 06/09/2025

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

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

N/A

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

N/A

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

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

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

10. For POU or USE changes:  N/A In your best judgment, would use of the existing right at "full face value," result in the diversion of more water than can be used beneficially and without waste?

Yes  No If "Yes", explain:

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

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

Yes  No If "Yes", explain:

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

Yes  No If "Yes", answer the following:

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

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

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

iv. Do you have any other observations regarding the temporary transfer?  Yes  No If "Yes", describe:

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

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

i. "Injury" will occur to other water rights that share the same source?  Yes  No If "Yes", explain:

ii. "Enlargement" of the water right being transferred will occur?  Yes  No If "Yes", explain:

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

Yes  No If "Yes", explain:

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

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

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

A Headgate should be required prior to diverting water.

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

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

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

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

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

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

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

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

- |   |  |
|---|--|
| <input type="checkbox"/> Weir           | <input type="checkbox"/> Submerged Orifice |
| <input type="checkbox"/> Parshall Flume | <input type="checkbox"/> Flow Restrictor   |
| <input type="checkbox"/> Other: ___     |  |

Oregon Water Resources Department

Measurement Condition Information for the Applicant
(To be sent with the Draft Preliminary Determination or Final Order)

Transfer #: T- 14668

[X] In order to avoid enlargement of the right or injury to other rights, a totalizing flow meter will be required to be installed prior to diversion of water, as a condition of this transfer:

[X] at each point of diversion/appropriation (new and existing) OR

[ ] at each new point of diversion/appropriation.

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

Watermaster name: Greg Wacker

District: 16

Address: 725 Summer St NE Ste A

City/State/Zip: Salem, OR 97301

Phone: 971-719-6262

Email: gregory.j.wacker@water.oregon.gov

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

\*\*\*\*\*

Approval of an Alternate Measurement Device T-
(to be filled out after consultation with the applicant, or after a site visit)

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

\_\_\_\_\_
\_\_\_\_\_

\_\_\_\_\_  
Watermaster signature District Date

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

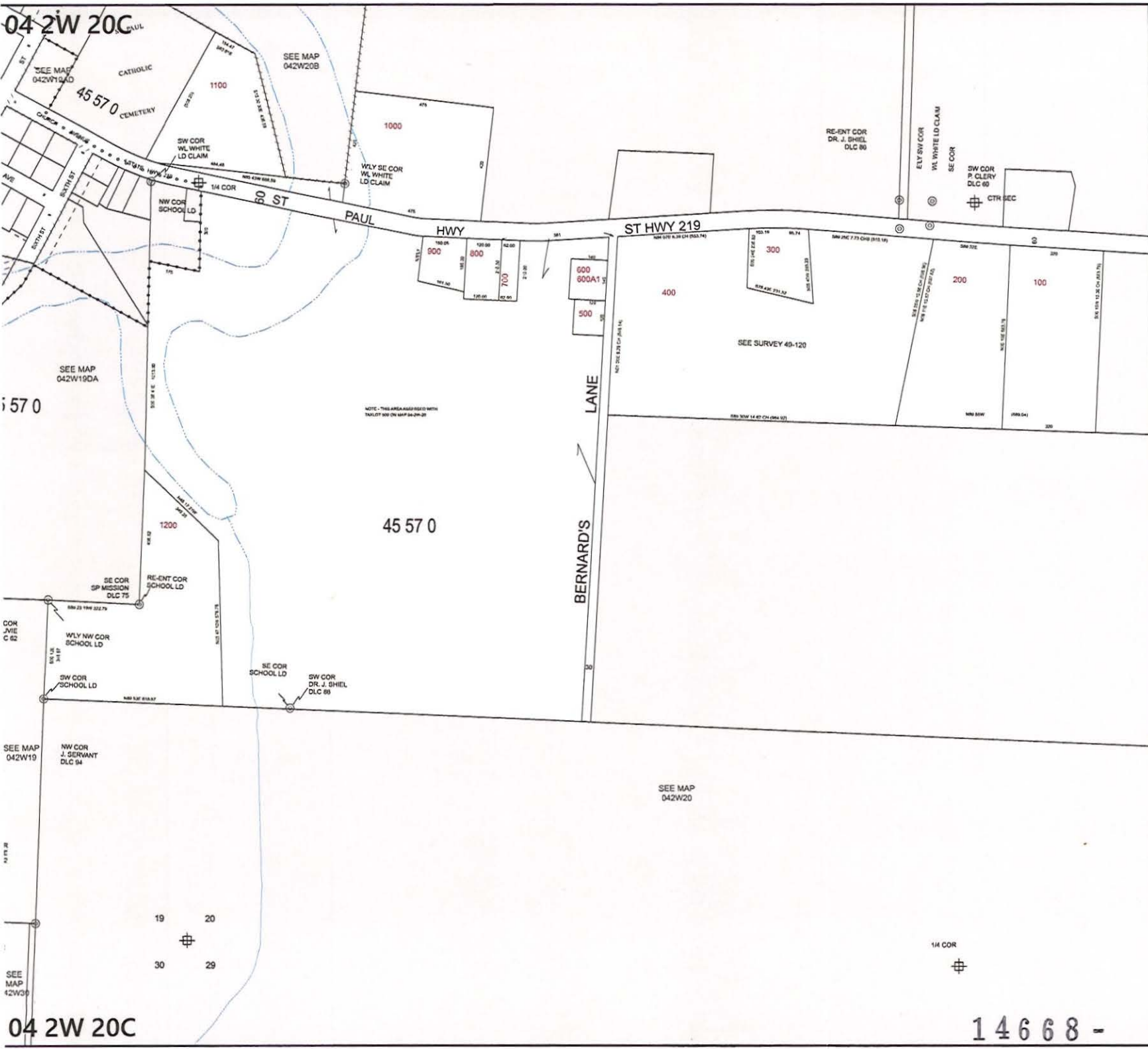
Oregon Water Resources Department
725 Summer Street NE, Suite A
Salem, OR 97301-1266

04 2W 20C

04 2W 20C  
ST PAUL



MARION COUNTY, OREGON  
SW1/4 SEC20 T4S R2W W.M.  
SCALE 1" = 200'



LEGEND

- LINE TYPES
- Taxlot Boundary
  - Road Right-of-Way
  - Railroad Right-of-Way
  - Private Road ROW
  - Subdivision/Plat Bndry
  - Waterline - Taxlot Bndry
  - Historical Boundary
  - Easement
  - Railroad Centerline
  - Taxcode Line
  - Map Boundary
  - Waterline - Non Bndry

- CORNER TYPES
- + 1/16TH Section Cor.
  - ⊙ DLC Corner
  - ⊕ 1/4 Section Cor.
  - 16 15 Section Corner
  - ⊕ 21 22

NUMBERS

Tax Code Number  
**00 00 0**

Acreage  
0.28 AC

All acres listed are Net Acres, excluding any portions of the taxlot within public ROWs

NOTES

Tick Marks: A tick mark in the road indicates that the labeled dimension extends into the public ROW

CANCELLED NUMBERS


DISCLAIMER: THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY



FOR ADDITIONAL MAPS VISIT OUR WEBSITE AT www.co.marion.or.us

PLOT DATE: 10/16/2020

ST PAUL  
04 2W 20C

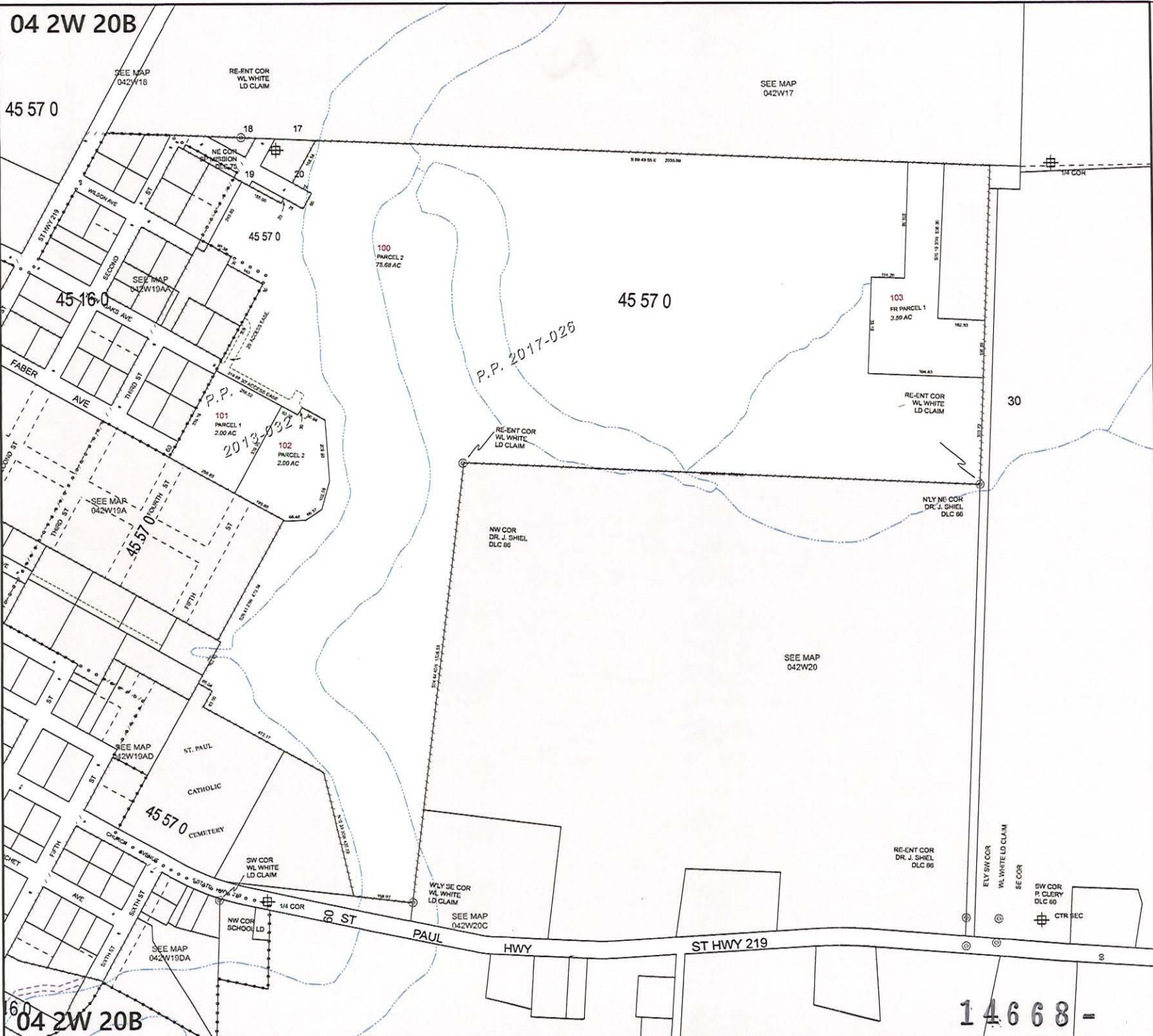
04 2W 20C

14668 -

04 2W 20B

45 57 0

04 2W 20B



04 2W 20B  
ST PAUL



MARION COUNTY, OREGON  
NW1/4 SEC20 T4S R2W W.M.  
SCALE 1" = 200'

LEGEND

LINE TYPES

- Taxlot Boundary
- Road Right-of-Way
- Railroad Right-of-Way
- Private Road ROW
- Subdivision/Plat Bndry
- Waterline - Taxlot Bndry
- Historical Boundary
- Easement
- Railroad Centerline
- Taxcode Line
- Map Boundary
- Waterline - Non Bndry

CORNER TYPES

- + 1/16TH Section Cor.
- ⊙ DLC Corner
- ⊕ 1/4 Section Cor.
- ⊕ 16, 15 Section Corner
- ⊕ 21, 22

NUMBERS

Tax Code Number  
**00 00 0**

Acreage 0.26 AC All acres listed are Net Acres, excluding any portions of the taxlot within public ROWs

NOTES

Tick Marks: A tick mark in the road indicates that the labeled dimension extends into the public ROW



CANCELLED NUMBERS		

DISCLAIMER: THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY



FOR ADDITIONAL MAPS VISIT OUR WEBSITE AT [www.co.marion.or.us](http://www.co.marion.or.us)

PLOT DATE: 10/16/2020

ST PAUL  
04 2W 20B

1 4 6 6 8 -



Claim: GR 3372 \*

POD Description

LESTER KIRK  
STAR RT BOX 35  
SAINT PAUL, OR 97137

**Name:** POD 1 - A WELL > MISSION CREEK  
**T-R-S-QQ:** 4.00S-2.00W-20-NW SW  
**Location Description:** 2600 FEET NORTH AND 1300 FEET WEST FROM SE CORNER, SECTION 20

POD Uses (Click to Collapse...)

IRRIGATION (Primary)

Priority Date	Max Rate (cfs)	Rate (cfs)	Max Volume (af)	Volume (af)	Rate/Acre	Duty	Start Date	End Date	Remarks
8/15/1951	1.0694	1.0694					3/1	10/31	

Search Criteria

**Type of Water Right:**  
 Ground Water  
 Surface Water  
 Storage

Use Category (select [All](#) / [None](#)):

- Agriculture
- Fish
- Irrigation
- Livestock
- Miscellaneous
- Power
- Storage
- Domestic
- Industrial
- Instream
- Mining
- Municipal
- Recreational
- Wildlife

Distance from Stream(ft.):

Include Supplemental

Day in Year Month: 6 Day: 1

Priority Date 8/15/1951

Comparison Type Junior

Direction Upstream

Search

Site Identification (Click to Collapse...)

GW LogID: MARI 1242 [Well Log Database](#)  
 GW Well Tag Number:  
 Tag Verified on Well: No  
 Site Type: WELL  
 Primary Use: IRRIGATION  
 Unused Status:  
 Site Source Organization:  
 Site Source OWRD:  
 Established By: KARL WOZNAK  
 Established Date: 11/21/2001  
 Bonded Company:  
 Stage: COMPLETE

Location (Click to Collapse...)

Latitude/Longitude  
 Latitude: 45.20844195 Horiz. Error: 1000.00 ft.  
 Longitude: -122.96584084 Datum: WGS1984  
 Lat/Long Source: UNKNOWN  
 Location  
 TRSQQ: WM 4.00S2.00W20NWSW  
 Tax Map:  
 Taxlot:  
 24 Quad: SAINT PAUL  
 Basin: 2 - Willamette  
 County: Marion  
 WM District: 16  
 WM Region: NW  
 LSD Elev: 160.00 Accy: Datum: NGVD1929  
 Elev Source:  
[Groundwater Mapping Tool](#)



Maxar | Oregon Water Resources Department and Bureau of Land Management... Powered by Esri

Water Rights (Click to Collapse...)

Water Right PODs

POD	WRIS Details	Application	Permit	Cert	Transfers	Claim	supplemental	priority_date	Season of Use	max_rate_cfs	rate_cfs	rate_cfs_est	TRSQQ
POD 1 - A WELL - MISSION CREEK	WRIS				T 12937	GR 3372		8/15/1951	3/1 ~ 10/31	1.059	1.059		WM4.00S2.00W20NWSW

Well Construction History (Click to Collapse...)

Well Construction History

Well Log Id	Well Log	Work Type	Startcard	Well Tag	Owner Name	First Water	Max Case Diam.	Max Case Depth	Max Seal Depth	Max Depth	Completed Depth	Complete Date
MARI 1242	Log	NEW								134.00		

Well Log	Aquifer	Aq at Max Depth	System Aquifer	Regional USGS Aquifer	Local USGS Aquifer
MARI 1242	Quaternary-Late Tertiary sediment Aq	Quaternary-Late Tertiary sediment Aq	Quaternary-Late Tertiary Sediment Aquifers		

Well Test

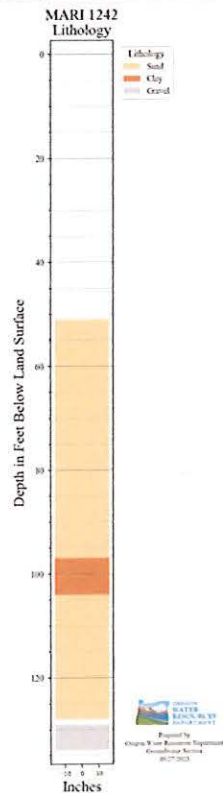
No data matches search criteria.

Lithology (Click to Collapse...)

Lithology

Start Depth	End Depth	Prim. Lithology	Lithology Desc.	Water Bearing Zone	Water Bearing Zone Wt.
51.00	97.00	Sand	Sand		
97.00	98.00	Clay	Clay		
98.00	104.00	Clay	Clay & Sand		
104.00	112.00	Sand	Sand		
112.00	128.00	Sand	Sand & Clay		
129.00	134.00	Gravel	Gravel		

Download Diagram



Available Data (Click to Collapse...)

Aquifer Test Completed: Water Chemistry: OWRD Recorder:  
 Geophysical Log Completed: Flowing Well: Other OWRD Recorder:  
 Saline:  
 Rock Geochemistry:

Other Documents/Images

(Click to Collapse...)

Image/Document Library

No data matches search criteria.

Other Identifiers

(Click to Collapse...)

Other Identifiers

Identity Name	Identity	is Duplicate	Description	Link
OWRD GWR 001	045/02 W-20M1		Price, D., 1951, Records of wells, water levels and chemical quality of ground water in the French Prairie-Mission Bottom area, northern Willamette Valley, Oregon: State of Oregon, Ground Water Report No. 1.	



Contact Information (Click to Collapse...)

**Contact information**  
OWNER:  
LESTER KIRK  
STAR RT BOX 35  
SAINT PAUL, OR 97137

Processing History (Click to Collapse...)

**Claim: GR 3372** [document](#), [paper map](#)  
Claim Date: n/a  
**Transfer(s)**  

Transfer	Transfer type	Status
<a href="#">T12937</a> (Changes this right)	GR Modification Transfer	Withdrawn

  
[View right with Web Mapping](#)  
[View Places of Use from Water Rights in the Same Area](#)

Water Right Information (Click to Collapse...)

**Status:** Non-Cancelled  
**County:** Marion  
**Basin:** Willamette  
**File Folder Location:** Salem  
[Watermaster District: 16](#)

Scanned Documents (Click to Collapse...)

Records per page: 2

Document Type	Document Title	Date	Remarks
Claim	<a href="#">Claim GR3372 Image</a>		
Claim	<a href="#">Claim GR3372 Map Image</a>		

Point(s) of Diversion (Click to Collapse...)

**POD 1 - A WELL > MISSION CREEK** ([View Groundwater Site MARI0001242](#))

**Description**  
T-R-S-QQ: 4.00S-2.00W-20-NW SW  
Location Description: 2600 FEET NORTH AND 1300 FEET WEST FROM SE CORNER, SECTION 20

**POD Rate**

Max Rate (cfs)	Rate (cfs)	Max Volume (af)	Volume (af)
1.0694	1.0694		

**IRRIGATION (Primary)**

Priority Date	Max Rate (cfs)	Rate (cfs)	Max Volume (af)	Volume (af)	Elevation (ft)	Rate/Acre	Duty	Start Date	End Date	Remarks
8/15/1951	1.0694	1.0694						3/1	10/31	

Place(s) of Use (Click to Collapse...)

[Remove TRS grouping](#)

**Use - IRRIGATION (Primary) - 145.5 acres; Priority Date: 8/15/1951**

**Township: 4.00S-2.00W**  
**Section: 20**

QQ	DLC	Gov't Lot	Taxlot	Acres	T-R-S	Status	Linked PODs	Inchoate Info	Remarks
NE NW				0.5	4.00S-2.00W-20	NC			
NW NW				2.0	4.00S-2.00W-20	NC			
SW NW				21.0	4.00S-2.00W-20	NC			
SE NW				30.0	4.00S-2.00W-20	NC			
NE SW				20.0	4.00S-2.00W-20	NC			
NW SW				23.0	4.00S-2.00W-20	NC			
SW SW				9.0	4.00S-2.00W-20	NC			
SE SW				11.0	4.00S-2.00W-20	NC			
NW SE				18.0	4.00S-2.00W-20	NC			
SW SE				11.0	4.00S-2.00W-20	NC			

Sum of Acres: 145.5

**Water Right Genealogy** (Click to Collapse...)



[- Claim:GR 3372 \\*](#)

**View Water Rights in same Family**

**Report Errors with Water Right Data**

# Registration Statement

## OF CLAIMANT OF RIGHT TO APPROPRIATE GROUND WATER

TO THE STATE ENGINEER OF OREGON:

I, Lester J. Kirk  
of St. Route, Box 35, St. Paul County of Marion  
(Mailing address)

State of Oregon, do hereby make application for a certificate of registration as evidence of a right to appropriate ground water.

- 1. Source from which water is withdrawn is Pump well  
(Flowing well, pump well, infiltration trench, or tunnel)
- 2. Location is: 1/2 miles east of St. Paul  
(Approximate distance and direction from nearest city or town)

and is more particularly described as follows:

- (a) 1300 feet west and 2600 feet north from S.E. corner section 20  
(Give distance and bearing to corner of section or other legal subdivision)  
being within N.W. 1/4 of S.W. 1/4 of Sec. 20, Twp. 4-S, Rge. 2 W. 1/4 N.  
(Smallest legal subdivision) (N, or S.) (E. or W.)
- or (b) within limits of recorded platted property, town or city:  
in Lot \_\_\_\_\_, Block \_\_\_\_\_ of \_\_\_\_\_  
(Name of plat or addition)

County of \_\_\_\_\_  
(If within city or town, give name)

- 3. Construction Work was begun on 8/15/51; was completed on 10/2/51  
(Date) (Date)
- and the ground water claimed was first used for the purposes set out below on 21 April 1952  
(Date)
- since which time the water has been used continuously during season  
(Continuously or intermittently)
- from 10/2/51 to 10/1/57  
(Date) (Date)

4. Quantity of water claimed and used is 480 gallons per minute; \_\_\_\_\_ acre feet per year.

5. Purpose or Purposes for which water is used Irrigation  
(Domestic, irrigation, municipal, manufacturing, industrial, etc.)

6. Description of Well: Depth 134 feet. Type Drilled  
(Dug or drilled)  
diameter 18 inches. Elevation of ground at well site \_\_\_\_\_ feet, mean sea level.  
(As near as known)  
Depth to water table 30 feet.

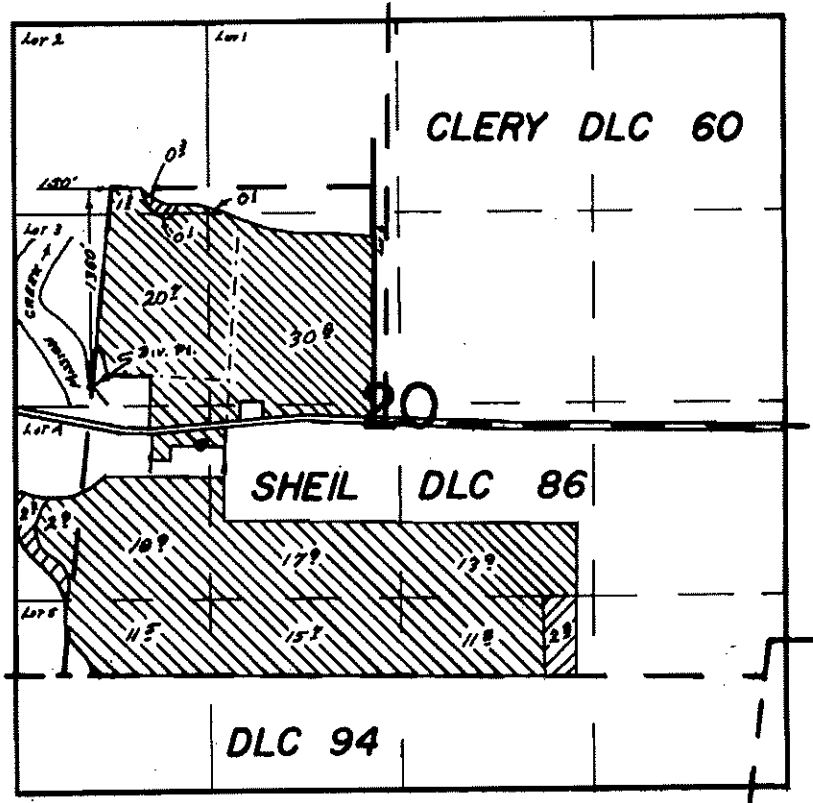
7. Capacity of Well: 440 g.p.m. with 76 feet drawdown.  
\_\_\_\_\_ g.p.m. with \_\_\_\_\_ feet drawdown?  
Date of test \_\_\_\_\_

If Flowing Well: Measured discharge \_\_\_\_\_ g.p.m. on \_\_\_\_\_  
(Date)

Shut-in pressure at ground surface \_\_\_\_\_ lbs. per sq. in. on \_\_\_\_\_  
(Date)

Water is controlled by \_\_\_\_\_  
(Cap, valve, etc.)

T.4S. R.2W. W.M.



**FINAL PROOF SURVEY**  
UNDER

Application No. 45260 Permit No. 33222  
IN NAME OF  
DICK KIRK

Surveyed MAY 22 1972, by T. J. PAUL

14668 -

## DAVIS Arla L \* WRD

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**From:** DAVIS Arla L \* WRD  
**Sent:** Monday, July 21, 2025 10:24 AM  
**To:** wvhf.operations@gmail.com  
**Subject:** Missing Map from your Temp Transfer T-14668 - ACTION REQUIRED

**Importance:** High

Good Morning Julie,

I am almost done reviewing your transfer application, however, the map that depicts where the new proposed Place of Use of the irrigation will be or the "TO" lands. Do you have a copy of that map you could email to me? Please let me know if you have any questions.

*Arla L. Davis*

She/Her/Hers

Water Rights Transfer Specialist

Transfer and Conservation Section

725 Summer St. NE, Suite A | Salem, OR 97301 | Phone: 503-979-3129



Integrity | Service | Technical Excellence | Teamwork | Forward-Looking

Work Schedule: Mon-Th – 6:00 a.m. to 4:30 p.m.

**NOTE:** The Salem office is now open to the public. Given that many staff will continue teleworking remotely or have job duties that take them into the field on a regular basis, availability of staff in the office is not guaranteed 8:00 a.m. – 5:00 p.m. every day. **Customers and visitors are encouraged to schedule an appointment in advance if they wish to meet in person with specific staff members.** Alternative methods for meeting, such as by phone or virtually via Teams, are also available.

**WATER RIGHT TRANSFER COVER SHEET**

Transfer: T-14668

Transfer Specialist:

Transfer Type: Temporary Transfer

DROUGHT?

<b>Applicant:</b> Willamette Valley Hops C/O Richard and Julie Kirk 4797 St. Paul Highway NE St. Paul, OR 97137	<b>Agent:</b>	<b>Receiving Landowner:</b>
<b>Current Landowner if other than Applicant:</b>	<b>CWRE:</b>	<b>Irrigation District:</b>
<b>Affected Local Gov'ts:</b> Marion County	<b>Affected Tribal Gov't:</b>	<b>BOR Notified (date):</b>

**Water Rights Affected**

File Marked	App. File # or Decree Name	Permit	Certificate
<input type="checkbox"/>	S-45260	S-33222	40314
<input type="checkbox"/>			
<input type="checkbox"/>			

**Key Dates & Initial Actions (Support Staff)**

Rec'd: June 3, 2025	Proposed Action(s): PLACE OF USE	
Fees Pd: 964.58	Acknowledgement Letter Sent <input checked="" type="checkbox"/>	Basin: 2 Willamette
Initial Public Notice: 6/10/2025	County sent cc: of Ack Letter <input checked="" type="checkbox"/>	County: MARION
WM District: 16 Gregory J. Wacker	WM Review request sent:6/6/2025	WM Review date received:
Groundwater	GW Review sent:	GW Review date received:

**Peer Review:**

Document	Drafted	Peer Review	Coordinator	Changes Made	Signature Bin	Signature Date
FO	Date: _____ Initials: _____	Date: _____ Initials: _____	Date: _____ Initials: _____	Date: _____ Initials: _____	Date: _____ No. of docs for sig: _____ WM Sheet <input type="checkbox"/>	Date: _____

Special Issues: \_\_\_\_\_

Special Order Volume: Vol. \_\_\_\_\_ Pages \_\_\_\_\_



# Oregon

Tina Kotek, Governor

Water Resources Department

North Mall Office Building

725 Summer St NE, Suite A

Salem, OR 97301

Phone 503 986-0900

Fax 503 986-0904

June 6, 2025

Willamette Valley Hops  
C/O Richard and Julie Kirk  
4797 St. Paul Highway NE  
St. Paul, OR 97137

Reference: Application T-14668

On June 3, 2025, the Department received your water right Temporary Transfer Application. The application was accompanied by \$964.58. Receipt number 145337 is enclosed.

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

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

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

If you have any questions, please contact the Transfer Section at (503) 986-0935.

Cc: Watermaster Dist. #16, Gregory J. Wacker (via email)  
Marion County, Local Government

Enclosure

## DAVIS Arla L \* WRD

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**From:** JARAMILLO Lisa J \* WRD  
**Sent:** Tuesday, June 10, 2025 9:11 AM  
**To:** DAVIS Arla L \* WRD  
**Cc:** GARRETT James R \* WRD  
**Subject:** RE: NSF Check for Transfer Payment T-14668

Hi Arla,

Please see James' email below regarding insufficient funds for T-14668. Please reach out to the applicant to let them know that we'll need them to send a new check.

Thank you,  
-Lisa

*Lisa J. Jaramillo*

Transfer and Conservation Section Manager  
725 Summer Street NE, Suite A, Salem, OR 97301 | Phone: 503-871-1889 (work cell)



Integrity | Service | Technical Excellence | Teamwork | Forward-Looking

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**From:** GARRETT James R \* WRD <James.R.GARRETT@water.oregon.gov>  
**Sent:** Tuesday, June 10, 2025 8:41 AM  
**To:** JARAMILLO Lisa J \* WRD <Lisa.J.JARAMILLO@water.oregon.gov>  
**Subject:** NSF Check for Transfer Payment T-14668

Hi Lisa,

A payment for a transfer from Willamette Valley Hop Farms Inc. was returned by the bank as not having sufficient funds. I have attached the receipt.

Will you please forward this to the appropriate person in transfers to notify the customer that they need to issue a new check?

Respectfully,

*James Garrett*

Revenue & Receivables Specialist  
725 Summer St NE Suite A | Salem OR 97301 | Phone 971-375-7492





Received by OWRD  
JUN 11 2025  
Salem, OR

Date Received (Date Stamp Here)

## OWRD Over-the-Counter Submission Receipt

Applicant Name(s) & Address: Willamette Valley Hop  
4997 St Paul Hwy NE St. Paul, OR 97137

Transaction Type: Temp Transfer

Fees Received: \$ 964.58

Cash       Check:      Check No. 2001

Name(s) on Check: Richard C. & Julie M. Kirk

Thank you for your submission. Oregon Water Resources Department (Department) staff will review your submittal as soon as possible.

If your submission is determined to be complete, you will receive a receipt for the fees paid and an acknowledgement letter stating your submittal is complete.

If determined to be incomplete, your submission and the accompanying fees will be returned with an explanation of deficiencies that must be addressed in order for the submittal to be accepted.

If you have any questions, please feel free to contact the Department's Customer Service staff at 503-986-0801 or 503-986-0810.

Sincerely,  
OWRD Customer Service Staff

Submission received by: Sarah Benham  
(Name of OWRD staff)

### Instructions for OWRD staff:

- Complete this Submission Receipt and make two (2) copies. Place one copy with the check/cash; and place the other copy with the submission (i.e., the application or other document).
- Date-stamp all pages. (NOTE: Do not stamp check.)
- Give this original Submission Receipt to the applicant.
- Record Submission Receipt information on the "RECEIVED OVER THE COUNTER" log sheet.
- Fold and put one copy of the Submission Receipt with check/cash into the Safe slot. Place the other copy of the Submission Receipt with submission (application/other document) in the top drawer of filing cabinet.



Received by OWRD  
JUN 08 2025  
Salem, OR

Date Received (Date Stamp Here)

## OWRD Over-the-Counter Submission Receipt

Applicant Name(s) & Address: Willamette Valley Hop c/o  
Richard & Julie Kirk 4797 St. Paul Hwy Po Box 456  
St. Paul, OR 97137

Transaction Type: Temp Transfer

Fees Received: \$ 964.58

Cash  Check: Check No. 80

Name(s) on Check: Willamette Valley Hops

Thank you for your submission. Oregon Water Resources Department (Department) staff will review your submittal as soon as possible.

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(Name of OWRD staff)

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